



TOWN OF KENNEBUNKPORT, MAINE

INCORPORATED 1653

Board of Selectmen Agenda Village Fire Station – 32 North Street February 14, 2019 – 6:00 PM

1. Call to Order.
2. Approve the December 27, 2018, and January 24, 2019, 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 to consider a new liquor license application submitted by First Serve KPT Hospitality Group, DBA Mabels Lobster Claw, 124 Ocean Avenue.
5. Public Hearing to consider a renewal liquor license application submitted by First Serve Edgewater, Inc. DBA The Edgewater Inn, 126 Ocean Avenue.
6. Consider a liquor license renewal application for Sheila W. Matthews-Bull, DBA Rhumb Line Resort, 41 Turbats Creek Road.
7. Consider a special amusement permit renewal application for Sheila W. Mathews-Bull, DBA Rhumb Line Resort, 41 Turbats Creek Road.
8. Presentation by Joe Cuetera regarding proposed bond structures for Village parcel.
9. Approve the construction bid award for the Ocean Avenue Sea Wall Project and a contract modification for Woodard and Curran to provide construction administration services for the Ocean Avenue Sea Wall Project.
10. Award the bid for influent/effluent valves necessary to complete the influent/effluent pump upgrade.
11. Discussion of FY 20 Solid Waste contract and recycling charges.
12. Authorize a right-of-way agreement for 124 Ocean Avenue (Mabel's Restaurant).

- 13. Consider request to accept Reid Lane as a public street.
- 14. Authorization for the Great Food Truck Race to use the town right of way in Dock Square for the selling of food items on February 19 and 20
- 15. Authorization to enter into proposed ordinance revisions for Town Meeting Warrant.
 - a. Street numbering ordinance revision
 - b. No action planned on marijuana retail moratorium due to change in State law.

- 16. Set the 2019 fees for Goose Rocks Beach parking stickers.
Current fees are:

Resident seasonal	\$5.00
Nonresident daily	\$15.00
Nonresident weekly	\$50.00
Nonresident seasonal	\$100.00

- 17. Adopt the Goose Rocks Beach Parking Sticker Rules/Regulations.

- 18. Consider the following abatement request:

Property Owner	Location	Map	Blk	Lot(s)	Tax Abatement 2019
John Lucero	289 Ocean Ave	20	2	5A	\$169.95

- 19. Approve the waste hauling permits for 2019 for Casella Waste DBA Pinetree Waste Services and BBI Waste Industries.
- 20. Authorization to enter into five-year agreement with SPC for photocopier leases.
- 21. Accept donations to the public health general needs account.
 - a. Donation of \$100 from Jennifer Stewart.
 - b. Donation of \$500 from an anonymous donor.
- 22. Accept a \$1,000 donation to the public health emergency fuel fund from the Church on the Cape.
- 23. Accept a \$100 donation to the nurses general account from Karen Macgregor in memory of her husband Peter Sargent.
- 24. Other business.
- 25. Approve the February 14, 2019, Treasurer's Warrant.
- 26. Adjournment.



Agenda Item Divider



**Board of Selectmen Meeting
Town Hall – 6 Elm Street
December 27, 2018 – 9:00 AM**

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

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

Selectman Absent: Patrick A. Briggs

Others: Arlene McMurray, Laurie Smith

1. Call to Order.

Chair Hutchins called the meeting to order at 9:02 AM.

2. Approve the December 13, 2018, selectmen meeting minutes.

Motion by Selectman Daggett, seconded by Selectman Matthews-Bull, to approve the December 13, 2018, selectmen meeting 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. Consider a renewal application for a liquor license submitted by R.E. Blood, Co., Inc. DBA Captain Fairfield Inn, 8 Pleasant Street.

Motion by Selectman Matthews-Bull, seconded by Selectman Barwise, to approve the renewal application for a liquor license submitted by R.E. Blood, Co., Inc. DBA Captain Fairfield Inn, 8 Pleasant Street. **Vote:** 4-0.

This application was reviewed and approved by the Police Chief, Fire Inspector, and Code Enforcement Officer.

5. Adopt a wireless communication fee.

Town Manager Laurie Smith, said the revised ordinance that was passed on November 6, 2018, gave the Board of Selectmen the authority to adopt a fee. Werner Giliham recommends keeping the same fee of \$250 that was in the previous ordinance.

Motion by Selectman Daggett, seconded by Selectman Matthews-Bull, to adopt a fee of \$250 for the Wireless Telecommunications Facilities Ordinance. **Vote:** 4-0.

6. Authorize Treasurer to write off taxes on the CDMK, LLC parcels.

The Town purchased three parcels and is asking the Board to write off the current year's taxes totaling \$4,792.60.

Motion by Selectman Daggett, seconded by Selectman Matthews-Bull, to write off the total taxes of \$4,792.60 for map 12, block 5, lots 21, 21A, and 22. **Vote:** 4-0.

7. Accept three donations from the Flynn Family Foundation.

a. Donation of \$2,500 to the emergency fuel fund.

b. Donation of \$2,500 to the emergency food fund.

c. Donation of \$2,500 to the nurses general account.

Motion by Selectman Matthews-Bull, seconded by Selectman Barwise, to accept the donations from the Flynn Family foundation of \$2,500 to the emergency fuel fund; \$2,500 to the emergency food fund; and \$2,500 to the nurses general account. **Vote:** 4-0.

8. Accept a donation of \$1,200 from the Atlantic Firemen's Association to the emergency fuel fund.

Motion by Selectman Matthews-Bull, seconded by Selectman Barwise, to accept the \$1,200 donation to the emergency fuel fund from the Atlantic Firemen's Association. **Vote:** 4-0.

9. Accept donations to the Public Health general needs account:

a. An anonymous donor gave \$25.

Motion by Selectman Matthews-Bull, seconded by Selectman Barwise, to accept the \$25 donation to the Public Health general needs account from an anonymous donor. **Vote:** 4-0.

b. The Kennebunkport Village Fire Co. gave \$2,232.84.

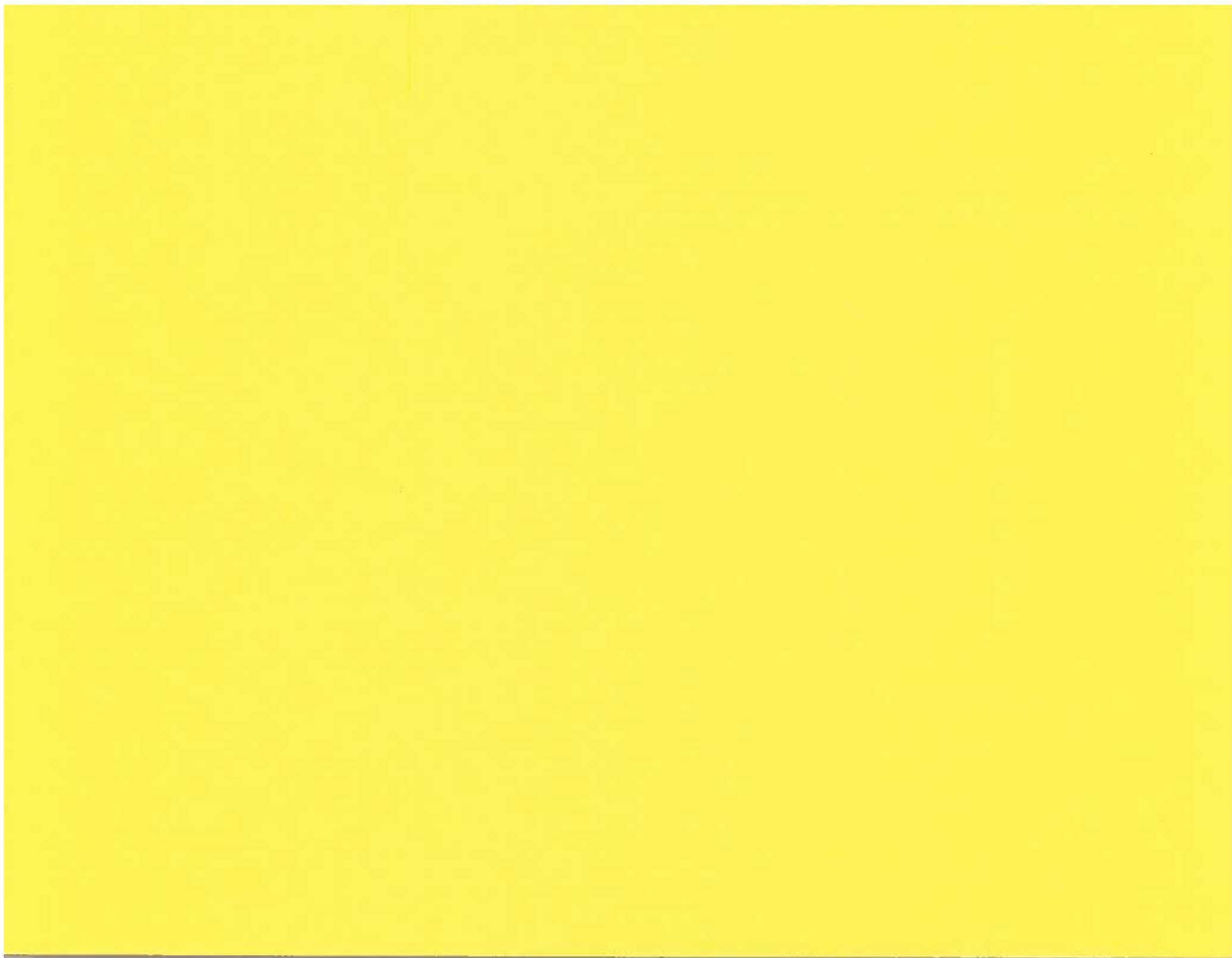
Motion by Selectman Matthews-Bull, seconded by Selectman Barwise, to accept the \$2,232.84 donation from the Kennebunkport Village Fire Co. to the Public Health general needs account. **Vote:** 4-0.

10. Approve the December 27, 2018, Treasurer's Warrant.

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

11. Adjournment.

Motion by Selectman Barwise, seconded by Selectman Matthews-Bull, to approve



**Town of Kennebunkport
Board of Selectmen Meeting
Village Fire Station – 32 North Street
January 24, 2019 – 6:00 PM**

Minutes of the Selectmen's Meeting of January 24, 2018

Selectmen Attending: Patrick A. Briggs, Sheila Matthews-Bull, Edward Hutchins

Selectman Absent: Stuart Barwise and Allen Daggett

Others: Vickie Benenti, Michael Claus, Carol Cook, Michael Davis, Jay Everett, Werner Gilliam, Tim Good, Noel Graydon, David James, Daniel Lay, Jen Lord, Arlene McMurray, Tracie O'Roak, Molly Reinfried, Craig Sanford, Chris Simeoni, Laurie Smith, Jim Stockman

1. Call to Order.

Chair Hutchins called the meeting to order at 6:06 PM.

2. Approve the December 27, 2018, and January 10, 2019, selectmen meeting minutes.

The December 27, 2018, minutes were deferred because a quorum of selectmen who attended the meeting were not present.

Motion by Selectman Briggs, seconded by Selectman Matthews-Bull, to approve the January 10, 2019, selectmen meeting minutes. **Vote:** 3-0.

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. H.M. Payson presents annual investment report.

Since H.M. Payson staff were late, item 5 was addressed next.

This item was addressed after item #7.

Molly Reinfried gave the presentation of the annual investment report. See Exhibit A. Dan Lay also went over a few items and answered questions.

Item 8 was addressed next.

5. Public Hearing to consider a new liquor license application submitted by Taylormade Hospitality, Inc., DBA Hurricane Restaurant, 29 Dock Square.

Motion by Selectman Matthews-Bull, seconded by Selectman Briggs, to open the public hearing. **Vote:** 3-0. Chair Hutchins opened the hearing at 6:08 PM, and hearing no comments, closed the hearing.

Motion by Selectman Matthews-Bull, seconded by Selectman Briggs, to approve the new liquor license application submitted by Taylormade Hospitality, Inc., DBA Hurricane Restaurant, 29 Dock Square. **Vote:** 3-0.

Chair Hutchins added that this establishment passed inspection by the police chief, fire inspector, and code enforcement officer.

6. Consider a new special amusement permit application submitted by Taylor Benenti, DBA Hurricane Restaurant, 29 Dock Square

Motion by Selectman Matthews-Bull, seconded by Selectman Briggs, to approve the new special amusement permit application submitted by Taylor Benenti, DBA Hurricane Restaurant, 29 Dock Square. **Vote:** 3-0.

7. Department Directors present capital improvements plans.

Town Manager Laurie Smith explained that the capital improvement plans (CIP) are not budgets but forecasts of short-term and long-term financial costs which aids them in establishing a budget. See Exhibit B.

Director of Planning and Development Werner Gilliam talked about the Comprehensive Plan update, Vision Software Upgrade, and Valuation Market Analysis.

Town Clerk Tracey O'Roak is still working on records preservation and is also asking for new voting booths.

Police Chief Craig Sanford, Fire Chief Jay Everett, Parks and Recreation Director Carol Cook presented their CIP plans.

Public Works Direction Michael Claus presented CIP plans for roads and sidewalk repairs, special projects such as sea walls on Ocean Avenue and Pier Road reconstruction.

Deputy Director of Public Works Chris Simeoni spoke about Wastewater CIP's. See Exhibit C.

8. Other business.

Selectmen's Meeting

- 3 -

January 24, 2019

Ms. Smith announced there will be a senior luncheon held every second

Wednesday of the month, at noon, at the Kennebunkport Parks and Recreation Building, 20 Recreation Way. To reserve call 967-4304 no later than the Monday before at 9 a. Suggested donation is \$6.00 per senior. Meals are provided by AI's Catering and subsidized by SMAA. Family and friends are welcome for and additional cost. This is sponsored by Kennebunkport Public Health and Parks & Recreation departments and the Southern Maine Agency on Aging.

9. Approve the January 24, 2019, Treasurer's Warrant.

Motion by Selectman Matthews-Bull, seconded by Selectman Briggs, to approve the January 24, 2019, treasurer's warrant. **Vote:** 3-0.

10. Adjournment.

Motion by Selectman Matthews-Bull, seconded by Selectman Briggs, to adjourn.

The meeting adjourned at 7:05 PM.

Submitted by Arlene McMurray
Administrative Assistant

HM Payson

Investment Review

JANUARY 24, 2019

PREPARED FOR
Town of Kennebunkport

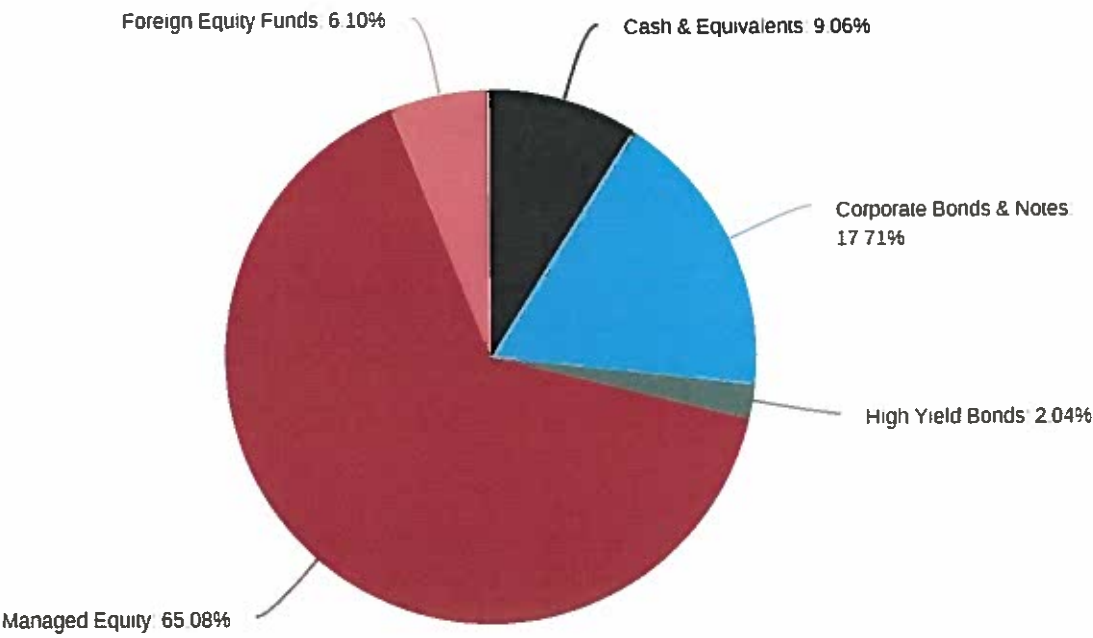
Daniel M. Lay, Esq.
PORTFOLIO MANAGER

Molly C. Reinfried, CFP®
RELATIONSHIP MANAGER

Jenny L Robinson
RELATIONSHIP ADMINISTRATOR

EXHIBIT A - 1 - 24-2019

Asset Allocation by Account
TOWN OF KENNEBUNKPORT



Style Class	Current Value	Current Percent
Cash & Equivalents	\$115,440	9.06%
Corporate Bonds & Notes	\$225,580	17.71%
High Yield Bonds	\$26,030	2.04%
Managed Equity	\$828,922	65.08%
Foreign Equity Funds	\$77,686	6.10%
Total	\$1,273,657	100.00%

As of December 31, 2018

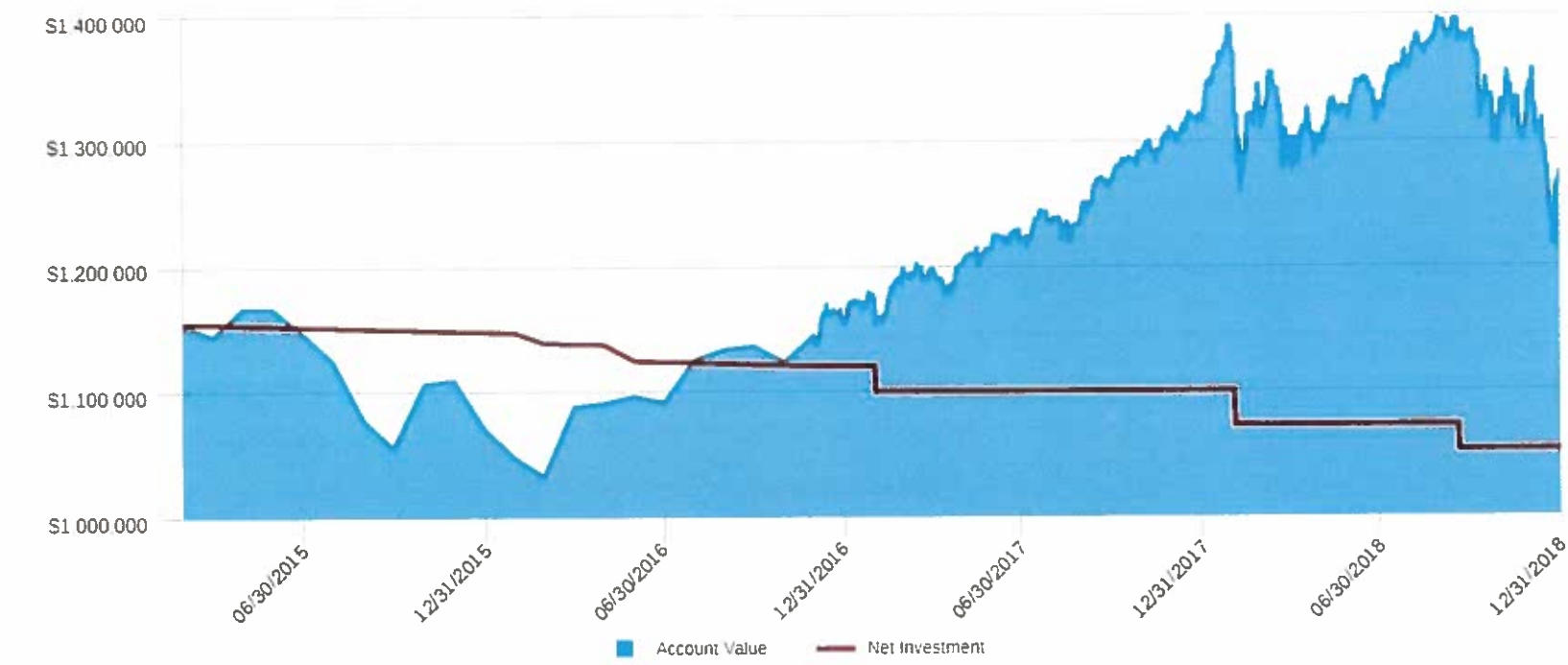
Individual Account Gross Performance

	Fiscal YTD beginning 7/1 Gross Return	Previous 12 Months Gross Return	Previous 3 Years Gross Return	Inception to Date (02/28/2015) Gross Return
Cash & Equiv	1.09%	1.80%	1.00%	0.79%
Citigroup Broad Investment Grade (USBIG)	1.04%	1.82%	0.94%	0.74%
Treasury Bill 1 Month				
Fixed Income	0.94%	1.15%	3.03%	* 1.67%
Bloomberg Barclays US Government / Credit	1.72%	1.38%	1.40%	1.13%
1 - 5Y				
Equity	(3.51%)	1.03%	12.88%	7.34%
75% S&P 500, 25% ACWI ex-US	(7.82%)	(6.86%)	8.10%	5.30%
Total	(2.39%)	1.04%	9.42%	5.34%
60% S&P 500 15% MSCI ACWI ex US 25%	(5.19%)	(4.40%)	6.77%	4.66%
BB US Interm Gov/Credit (Blended Benchmark)				

* Partial period return
Returns for periods exceeding 12 months are annualized

As of December 31, 2018

Account Value vs. Net Investment



	Fiscal YTD beginning 7/1	6/30/2016 to Date
Start Value	\$1,328,551	\$1,090,795
Net Contribution	(\$19,811)	(\$71,758)
Investment Gain/Loss	(\$35,083)	\$254,620
Ending Value	\$1,273,657	\$1,273,657

As of December 31, 2018

TOWN OF KENNEBUNKPORT

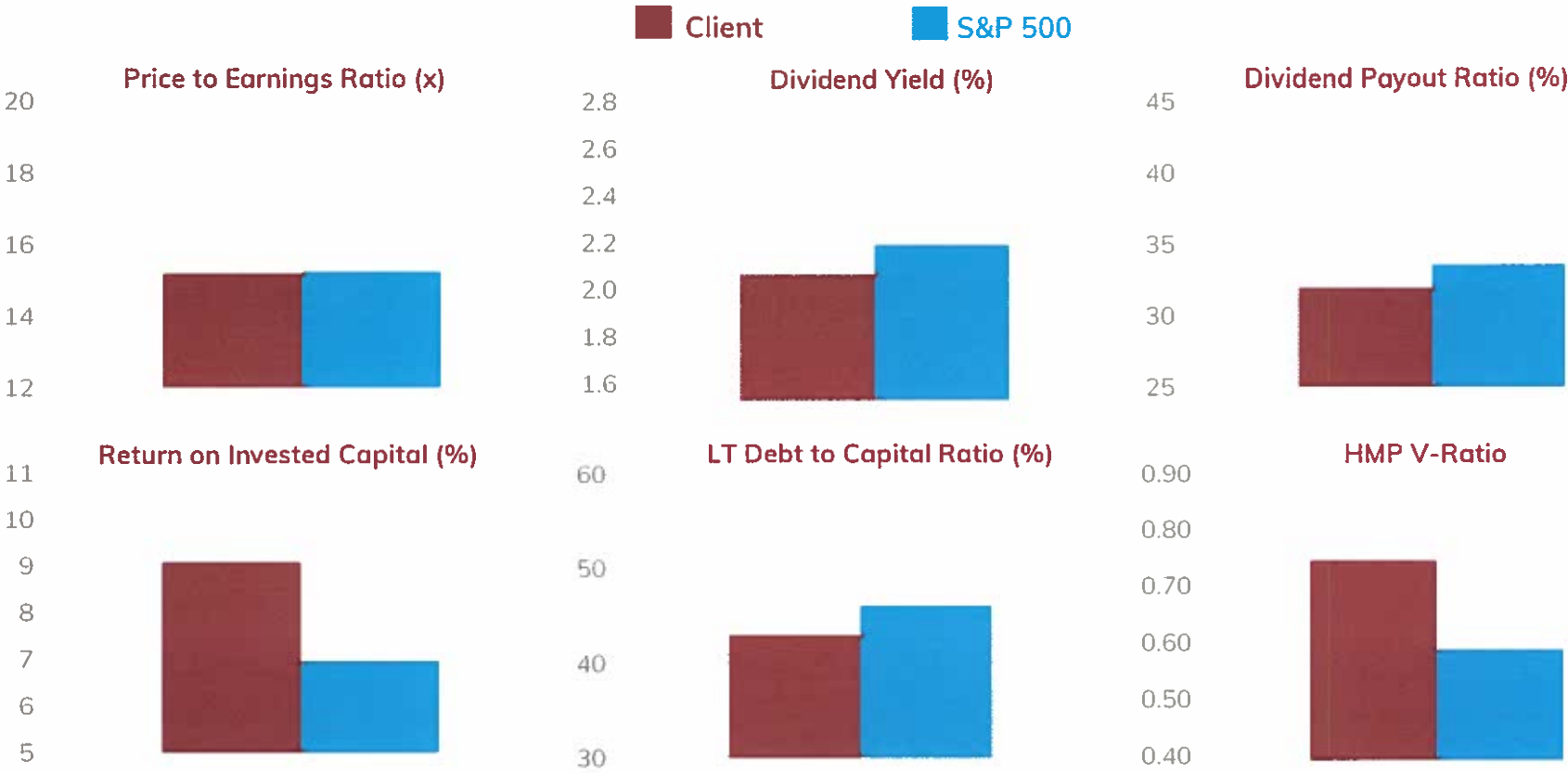
Holdings as of: January 11, 2019

V-Ratio =
$$\frac{\text{ROIC} + \text{Dividend Yield}}{\text{Price-to-Earnings Ratio}}$$

ROIC =
$$\frac{(\text{Earnings} - \text{Dividends})}{\text{Total Capital}}$$

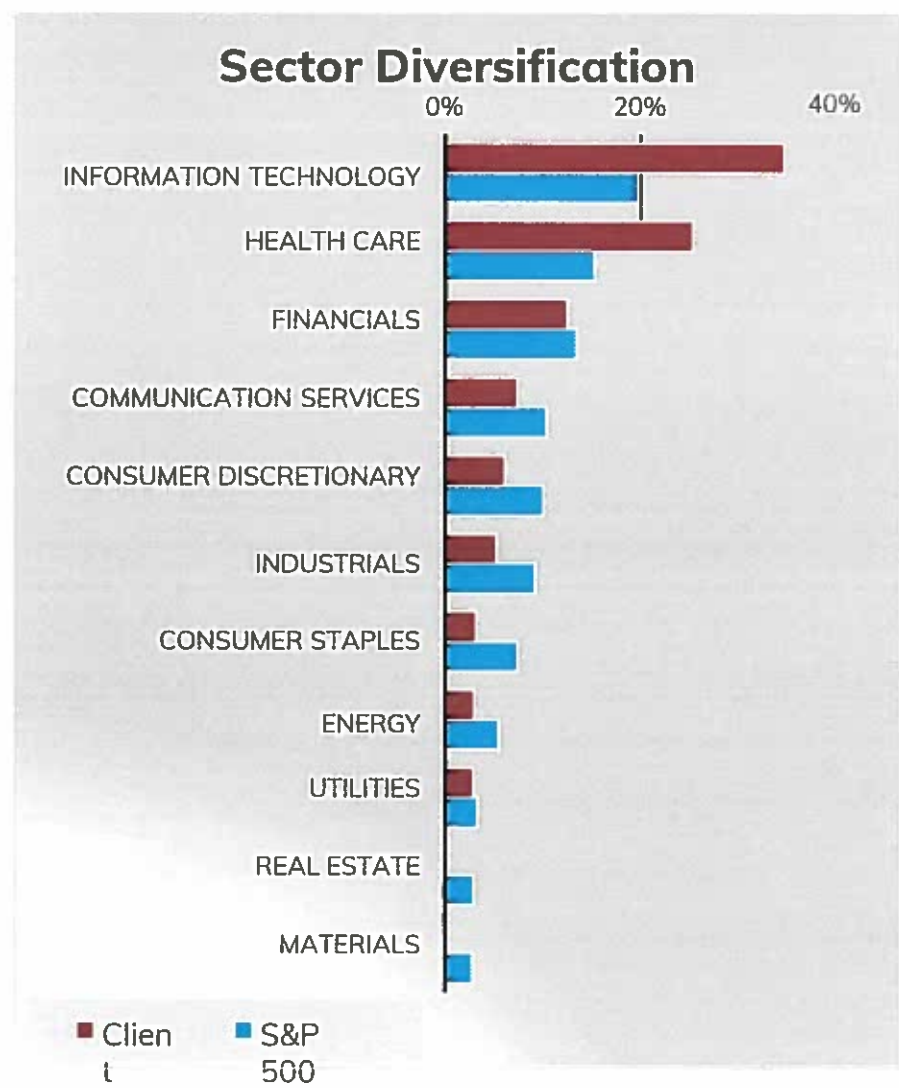
Characteristics Summary	Client	S&P 500
Price to Earnings (x)	15.2	15.2
Dividend Yield (%)	2.1	2.2
Payout Ratio (%)	32	34
Return on Invested Capital (%)	9.1	7.0
Long term Debt to Capital (%)	43	46
V-Ratio	0.74	0.60

Consistently profitable companies with shareholder-friendly capital allocation tend to outperform over time. We believe that portfolios constructed around these characteristics, combined with a disciplined approach toward valuation, offer enhanced potential long-term returns. HM Payson's V-Ratio captures these features by weighing an approximation of quality against a measure of price.



TOWN OF KENNEBUNKPORT

Holdings as of: January 11, 2019



Sector	Client	S&P 500	+/-
Information Technology	34.7%	19.7%	+15.0%
Health Care	25.3%	15.3%	+10.0%
Financials	12.5%	13.5%	-1.0%
Communication Services	7.3%	10.4%	-3.1%
Consumer Discretionary	6.1%	10.0%	-4.0%
Industrials	5.2%	9.2%	-4.0%
Consumer Staples	3.2%	7.4%	-4.2%
Energy	2.9%	5.5%	-2.6%
Utilities	2.8%	3.3%	-0.5%
Real Estate	0.0%	2.9%	-2.9%
Materials	0.0%	2.7%	-2.7%

TOWN OF KENNEBUNKPORT

Holdings as of: January 11, 2019

Stock Characteristics - 10 Largest Holdings

Company	Sector	Weight	Yield	Payout	5 Yr Div Growth	5 Yr EPS Growth	P/E	ROIC	LT Debt to Capital
Apple Inc	Information Technology	5.9%	1.9%	23.0%	10.8%	16.0%	12.0	23.6%	46.7%
Amazon.com Inc	Consumer Discretionary	4.6%	0.0%	0.0%	NM	NM	69.8	14.9%	50.5%
Berkshire Hathaway Cl B	Financials	4.6%	0.0%	0.0%	NM	25.0%	19.4	5.3%	20.0%
Merck & Co Inc	Health Care	4.4%	2.9%	48.5%	2.3%	-15.3%	16.5	12.0%	38.1%
Pfizer Inc	Health Care	3.9%	3.4%	47.4%	7.6%	22.0%	14.1	9.1%	32.1%
Fiserv Inc	Information Technology	3.5%	0.0%	0.0%	NM	21.1%	22.3	18.3%	64.4%
Amgen Inc	Health Care	3.3%	2.9%	40.2%	26.1%	-13.4%	13.9	12.8%	67.2%
Cisco Systems Inc	Information Technology	3.3%	3.0%	41.6%	14.9%	-59.6%	13.7	13.8%	29.5%
Walgreen Boots Alliance Inc Com	Consumer Staples	3.2%	2.5%	26.0%	7.5%	14.6%	10.6	12.8%	31.3%
Alphabet Inc Class C Capital Stock	Communication Services	3.1%	0.0%	0.0%	NM	2.2%	23.7	18.1%	2.3%
Top 10 Stocks		39.7%	1.6%	26.8%	9.6%	10.8%	16.6	11.9%	33.8%
Total Stock Portfolio			2.1%	31.9%	13.0%	4.2%	15.2	9.1%	42.9%
S&P 500 Index			2.2%	33.6%	8.3%	5.9%	15.2	7.0%	46.0%

Disclosures

Account data is on a trade date basis and income is included in the account returns on an accrual basis.

Account returns can be gross or net of management fees. Past performance is not indicative of future results.

All returns include the effects of all principal change and income, and returns for longer than one year are annualized.

Any Gross returns do not reflect the deduction of investment advisory fees, which will reduce investment returns. Advisory fees are described in Part 2 of our SEC Form ADV.

As of December 31, 2018

Capital Improvement Program

Department	Type	FY 20	FY 21	FY 22	FY 23	FY 24	Future
<u>Administration</u>							
Municipal Facility Needs Assessment	Admin	\$ 40,000					
New Voting Booths	Admin	\$ 5,000					
Comprehensive Plan Update	Admin	\$ 90,000					
Vision Software Upgrade	Admin	\$ 25,000					
Valuation Market Analysis	Admin	\$ 70,000					
Records Preservation	Admin	\$ 5,000					
Document Management System	Admin		\$ 50,000				
Records Preservation	Admin		\$ 5,000				
Records Preservation	Admin			\$ 5,000			
Records Preservation	Admin				\$ 5,000		
Town Hall Construction	Bldg/Facilities				\$ 4,000,000		
Records Preservation	Admin					\$ 5,000	
Replace 2017 Codes Vehicle	Equipment						\$ 30,000
Records Preservation	Admin						\$ 200,000
							\$ 230,000
subtotal - Administration		\$ 235,000	\$ 55,000	\$ 5,000	\$ 4,005,000	\$ 5,000	
<u>Communications</u>							
Replace HVAC System	Bldg/Facilities		\$ 35,000				
subtotal - Communications		\$ -	\$ 35,000	\$ -	\$ -	\$ -	\$ -
<u>Dock Square</u>							
Sidewalk replacment on West side of Dock square	Infrastructure	\$ 26,500					
Wayfinding signs for Downtown	Bldg/Facilities						\$ 25,000
subtotal - Dock Square		\$ 26,500	\$ -	\$ -	\$ -	\$ -	\$ 25,000
<u>Fire</u>							
Firefighter PPE	Equipment	\$ 18,500					
Radio equipment	Equipment	\$ 5,000					
Firefighter PPE	Equipment		\$ 18,500				
Radio equipment	Equipment		\$ 5,000				
Replace base station, antenna & cable	Equipment		\$ 18,000				

EXHIBIT B-1-24-2019

Capital Improvement Program

Department	Type	FY 20	FY 21	FY 22	FY 23	FY 24	Future
Radio equipment	Equipment			\$ 5,000			
Firefighter PPE	Equipment			\$ 18,500			
Radio equipment	Equipment				\$ 5,000		
Firefighter PPE	Equipment				\$ 18,500		
Replace Brush 35 1980 GMC	Equipment				\$ 60,000		
Replace Engine 12 - 1997 PV REPLACE IN 2023	Equipment				\$ 635,000		
Rigid Inflatable Boat/engine/trailer - GRB - new 2003 (2023)	Equipment				\$ 18,000		
Radio equipment	Equipment					\$ 5,000	
Firefighter PPE	Equipment					\$ 18,500	
Replace Brush 15 1984 GMC (2024)	Equipment					\$ 60,000	
Replace Ladder 34 - GRB new 1999 - Replace 2024	Equipment					\$ 1,500,000	
Village Fire Station	Bldg/Facilities						\$ 3,000,000
Replace Car 1 - 2015 Ford F-150 (2026)	Equipment						\$ 60,000
SCBA Air Packs (45) (2027)	Equipment						\$ 280,000
Rigid Inflatable Boat/engine/trailer - CP - New 2008 (2028)	Equipment						\$ 18,000
Replace Squad 11 2006 REPLACE IN 2031	Equipment						\$ 150,000
Replace Tank 1 -GRB new 2008 Replace 2038	Equipment						\$ 300,000
Engine 23 WW REPLACE IN 2039	Equipment						\$ 900,000
Generator - WD	Equipment						\$ 7,500
Generator - Village	Equipment						\$ 20,000
Hydraulic rescue tool	Equipment						\$ 80,000
Wildes Dist, Fire Station	Bldg/Facilities						\$ 250,000
Engine 33 GRB - new 2017 (2042)	Equipment						\$ 900,000
subtotal - Fire		\$ 23,500	\$ 41,500	\$ 23,500	\$ 736,500	\$ 1,583,500	\$ 5,965,500

Capital Improvement Program

Department	Type	FY 20	FY 21	FY 22	FY 23	FY 24	Future
<u>Parks and Recreation</u>							
Parsons Field Topdressing	Bldg/Facilities	\$ 10,000					
Design and Rebuild Skating Rink	Bldg/Facilities	\$ 30,000					
Resurface Tennis Courts	Bldg/Facilities		\$ 40,000				
Trail Development	Infrastructure			\$ 10,000			
Trail Development	Infrastructure				\$ 10,000		
Replace 2016 Bus	Equipment						\$ 60,000
Public Boat Access	Infrastructure						\$ 100,000
subtotal - Parks and Recreation		\$ 40,000	\$ 40,000	\$ 10,000	\$ 10,000	\$ -	\$ 160,000
<u>Piers</u>							
<u>Cape Porpoise</u>							
Float Replacement	Bldg/Facilities	\$ 5,000					
#2 Hoist Replacement	Equipment	\$ 5,000					
Punt Float Pylons	Bldg/Facilities		\$ 10,000				
#3 Hoist Replacement	Equipment		\$ 5,000				
Pier Replacement and Bait Shed	Bldg/Facilities			\$ 2,500,000			
#2 Hoist Replacement	Equipment				\$ 5,000		
#1 Hoist Replacement	Equipment					\$ 5,000	
Replace Fuel Tanks (2024)	Bldg/Facilities						\$ 100,000
Fuel Pumps	Bldg/Facilities						\$ 5,000
Harbormaster Boat	Equipment						\$ 100,000
<u>Government Wharf</u>							
Replace Coolers	Bldg/Facilities						\$ 25,000
Government Wharf Maintenance Dredge	Infrastructure						\$ 50,000
subtotal - Piers		\$ 10,000	\$ 15,000	\$ 2,500,000	\$ 5,000	\$ 5,000	\$ 280,000

Capital Improvement Program

Department	Type	FY 20	FY 21	FY 22	FY 23	FY 24	Future
<u>Police</u>							
Replace 2016 Cruiser	Equipment	\$ 35,000					
Replace 3 work stations	Equipment	\$ 15,000					
Replace SRO Cruiser	Equipment		\$ 35,000				
Replace 2XXX Cruiser	Equipment			\$ 37,000			
Replace 2XXX Cruiser	Equipment				\$ 72,000		
Replace 2XXX Cruiser (2)	Equipment					\$ 37,000	
Replace 2XXX Cruiser	Equipment						\$ 35,000
Replace 2XXX Cruiser (2)	Equipment						\$ 72,000
Replace 2XXX Cruiser	Equipment						\$ 35,000
Replace 2XXX Cruiser	Equipment						\$ 72,000
Replace 2XXX Cruiser (2)	Equipment						\$ 214,000
subtotal - Police		\$ 50,000	\$ 35,000	\$ 37,000	\$ 72,000	\$ 37,000	

Public Works

Repair and reconstruct roads	Infrastructure	\$ 587,600					
Repair and construct sidewalks.	Infrastructure	\$ 90,000					
Replace 2006 Ford Ranger	Equipment	\$ 35,000					
Replace 2005 Z Trac JDF687	Equipment	\$ 12,000					
Replace 2011 International	Equipment		\$ 170,000				
Repair and reconstruct roads	Infrastructure		\$ 368,000				
Repair and construct sidewalks.	Infrastructure		\$ 62,900				
Replace 2009 Ford F350	Equipment		\$ 45,000				
Replace 2004 International Tandem	Equipment			\$ 225,000			
Repair and reconstruct roads	Infrastructure			\$ 429,900			
Repair and construct sidewalks.	Infrastructure			\$ 59,200			
Repair and reconstruct roads	Infrastructure				\$ 521,700		
Repair and construct sidewalks.	Infrastructure				\$ 50,000		
Replace 2012 International	Equipment				\$ 170,000		
Repair and reconstruct roads	Infrastructure					\$ 265,800	
Repair and construct sidewalks.	Infrastructure					\$ 29,100	

Capital Improvement Program

Department	Type	FY 20	FY 21	FY 22	FY 23	FY 24	Future
Replace 2011 International	Equipment						\$ 170,000
Replace 2001 Titan 5000 Line Striper	Equipment						\$ 9,000
Repair and reconstruct roads	Infrastructure						\$ 411,330
Repair and construct sidewalks.	Infrastructure						\$ 29,106
Repair and reconstruct roads	Infrastructure						\$ 391,200
Repair and construct sidewalks.	Infrastructure						\$ 10,915
Repair and reconstruct roads	Infrastructure						\$ 100,242
Repair and construct roads	Infrastructure						\$ 140,864
Repair and reconstruct roads	Infrastructure						\$ 98,103
Replace 2015 International	Equipment						\$ 170,000
Replace 2013 JD Loader	Equipment						\$ 160,000
Repair and reconstruct roads	Infrastructure						\$ 391,200
Replace 2020 Ford Ranger	Equipment						\$ 35,000
subtotal - Public Works		\$ 724,600	\$ 645,900	\$ 714,100	\$ 741,700	\$ 294,900	\$ 2,116,960

Special Projects

Sea Walls on Ocean Avenue Evaluation	Infrastructure						\$ 2,000,000
Pier Road Reconstruction	Infrastructure						\$ 1,000,000
subtotal - Special Projects		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000

Wastewater

Grinder Pump Replacement	Equipment	\$ 27,000					
Replace South Main St. Pump Station #5	Infrastructure	\$ 300,000					
Replace 6 Smith & Loveless Wet Well Hatches	Infrastructure	\$ 20,000					
Replace 2004 JD Loader	Equipment	\$ 154,000					
Replace Furnace in Admin Building	Bldg/Facilities	\$ 30,000					
Replace Lab Equipment	Equipment	\$ 5,000					
Grinder Pump Replacement	Equipment		\$ 27,000				
Replace Mills Lane Pump Station #2	Infrastructure		\$ 525,000				
Repair Compost Building Side Panels	Bldg/Facilities		\$ 20,000				
Replace Filter Press	Equipment			\$ 500,000			
Replace Cape Porpoise Pump Station #10	Infrastructure			\$ 525,000			
Replace Wildes Rd. Pump Station #8	Infrastructure				\$ 525,000		
Replace Lab Cainets	Bldg/Facilities					\$ 5,000	

Capital Improvement Program

Department	Type	FY 20	FY 21	FY 22	FY 23	FY 24	Future
Upgrade SCADA from Version 5.1 to newest version	Admin					\$ 20,000	
Replace Submersibal Mixer	Equipment						\$ 71,000
Replace Axial Flow Pumps (2)	Equipment						\$ 85,000
Huber fine screen #101 2011	Equipment						\$ 125,000.00
Huber fine screen #102 2011	Equipment						\$ 125,000.00
Grinder Pump Replacement	Equipment						\$ 100,000
Replace 2013 Service Truck	Equipment						\$ 50,000
Repair Compost Building Interior Column	Bldg/Facilities						\$ 10,000
Replace Filter Press #2	Equipment						\$ 500,000
Replace 2006 Jetter	Equipment						\$ 60,000
Replace 2006 1 ton 4x4 with plow	Equipment						\$ 57,000
Replace 2008 Crane	Equipment						\$ 10,000
Replace Filter Press (2)	Equipment						\$ 500,000
Replace Ocean Ave. Pump Station #6	Infrastructure						\$ 525,000
Replace Turbats Creek Pump Station #7	Infrastructure						\$ 525,000
Replace Paddy Creek Pump Station #9	Infrastructure						\$ 525,000
Replace Mills Rd. Pump Station #11	Infrastructure						\$ 525,000
Replace Kings Highway Pump Station #12	Infrastructure						\$ 525,000
Replace Kings Lane Pump Station #13	Infrastructure						\$ 525,000
Replace Kings Highway (West) Pump Station #14	Infrastructure						\$ 300,000
Replace Prescott Drive Pump Station #15	Infrastructure						\$ 300,000
Replace Washington Court Pump Station #16	Infrastructure						\$ 300,000
Replace Wakefield Pasture Pump Station #17	Infrastructure						\$ 300,000
Replace 6.5 miles 1972 Sewer Lines	Infrastructure						\$ 2,100,000
subtotal - Wastewater		\$536,000	\$572,000	\$1,025,000	\$525,000	\$25,000	\$8,143,000
GRAND TOTAL		\$ 1,645,600	\$ 1,439,400	\$ 4,314,600	\$6,095,200	\$1,950,400	\$ 18,134,460

Capital Improvement
Plan
FY 20

TOWN OF
KENNEBUNKPORT
Department of Public
Works Wastewater
Division

EXHIBIT C - 1 - 24 - 2019

- Replacement of 2004 John Deere Loader
- Replacement of waste oil furnace in Admin. Building/shop
- Continuation of grinder pump replacement program
- Replacement of certain lab equipment

Capital Requests for FY 2020

2004 John Deere Loader \$134,200 purchase price



- This loader is going into its 15th year of service and has approximately 8000 hours of use.
- This loader is used almost daily during plant operations.
- The machine is serviced frequently by our personnel but has recently required more repairs that had to be outsourced to Nortrax on a field service call.
- Operators have noticed the machine is gradually getting tired, lacking power and requiring more repair.
- Machine reliability is critical to plant operations for sludge removal and composting procedures.
- A lease to purchase option with a non-appropriation clause is available. \$22,000/yr lease payment. Can be purchased at end of the lease period for \$1.00. Can be turned back in at any time with no penalty should composting needs change.

Town of Kennebunkport WWTP Capital



Waste Oil Furnace Admin. Building

- This furnace has been in service since 1993.
- This furnace provides heat and hot water to the administrative building and garage.
- There was an increase in service related calls for 2018. During the most recent service call in June of 2018, Dirigo Waste Oil advised there were cracks in the combustion chamber that had to be patched. In a follow-up conversation with Dirigo waste Oil, they advised the cracks they had access to were temporarily sealed with furnace cement. However, further cracks were evident between the fire box and water jacket/heat exchanger. They advised repair is cost prohibitive and is only a temporary solution. Entire replacement was recommended.
- After receiving a direct replacement quote of \$37,418.14, we have started to evaluate other heating options to include heat pumps and propane for better cost/benefit analysis.

Town of Kennebunkport WWTP Capital

Continuation of Grinder Pump Replacement Program \$27,000

- The Town of Kennebunkport owns 93 grinder pumps located at various residences in Town.
- This replacement program was started in 2014 as an effort to reduce maintenance costs and service call due to the problematic history of the E-1 ejector pumps.
- The price for 13 of these pumps was \$24,895.00 last year. We are requesting an additional amount of \$2,105 for \$27,000 total. The additional balance this year is to account for inflation, rental of mini-excavator and electrical wire for installation.
- The new style Barnes grinder pumps have proved less problematic reducing maintenance and service call-outs.

Town of Kennebunkport WWTP Capital





Replacement of Certain Lab Equipment \$5,000.00

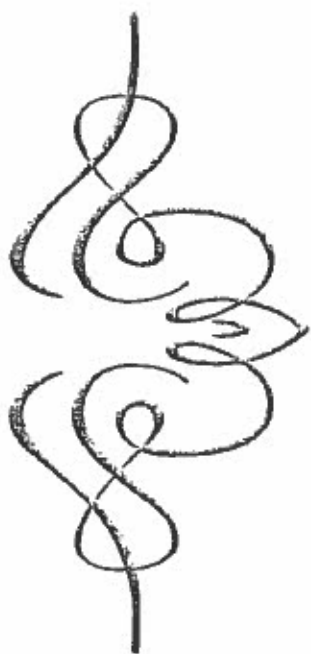
- Purchase of newer digital scale and PH meter to replace antiquated dial indicator scale and current PH scale.
- The current scale is approximately 40 years old and results are subjective based on user. The PH indicator lacks a “slope” value which has been requested by DEP for reporting purposes.
- New digital scale and PH meter will provide more accurate results and reporting to help us remain compliant with our facility permit requirements.

Town of Kennebunkport WWTP Capital

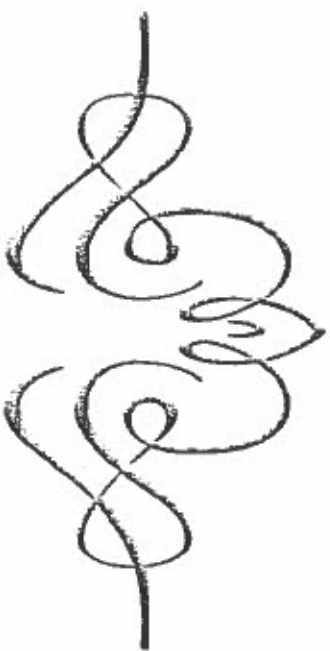
PROJECT
DESCRIPTION
Engineering
Study FSP

Fiscal Sustainability Plan (FSP) and Climate Adaptation Plan (CAP) are two studies/documents required by the State Clean Water Revolving Fund (SRF) to Secure Future Loans

The FSP is an analysis of the existing Town’s assets at the Treatment Plant and the collection system. The final product will be a grading system so that the Town can plan replacement/repair funding based on a twenty year capital improvement plan.



Agenda Item Divider





KENNEBUNKPORT TOWN CLERK

To: Laurie Smith, Town Manager
Board of Selectmen
cc: Werner Gilliam, Director of Planning & Development
From: Tracey O'Roak
Date: February 6, 2019
Re: Liquor License Approvals

The following three liquor licenses are on the February 14th agenda.

1. *First Serve KPT Hospitality Group, Inc. d/b/a Mabels Lobster Claw Restaurant.* (Public hearing required) This establishment has a new owner. The application has been signed off by all required departments. Approval is recommended.
2. *First Serve Edgewater, Inc. d/b/a Edgewater Inn.* (Public hearing required) This applicant is in the processing of purchasing the establishment, however, the closing is not scheduled until late March. This application has been signed off by all required departments; however, because of the March closing date, I recommend conditional approval upon closing.
3. *Rhumbe Line.* This is a renewal and has been signed off by all required departments. Approval is recommended.

Thank you for your consideration.

This application has been reviewed and approved by the following Municipal Officials,
whose signatures are on file with the Town Clerk:

✓

Police Chief

✓

Fire Inspector

✓

Code Enforcement Officer

Tracey O'Leary

Town Clerk

Mabel's lobster claw
2/14/19

BUREAU OF ALCOHOL BEVERAGES AND LOTTERY OPERATIONS
DIVISION OF LIQUOR LICENSING AND ENFORCEMENT
8 STATE HOUSE STATION, AUGUSTA, ME 04333-0008 (Regular Mail)
10 WATER STREET, HALLOWELL, ME 04347 (Overnight Mail)
TEL: (207) 624-7220 FAX: (207) 287-3434
EMAIL INQUIRIES: MAINELIQUOR@MAINE.GOV

DIVISION USE ONLY	
License No:	
Class:	By:
Deposit Date:	
Amt. Deposited:	
Cash Ck Mo:	
Good SOS & DBA: YES	NO

PRESENT LICENSE EXPIRES: April 15, 2019

NEW application: ☒ Yes ☐ No

If business is NEW or under new ownership, indicate starting date: March 15, 2019

Requested inspection (New Licensees/ Ownership Changes Only) Date : _____ Business hours: _____

INDICATE TYPE OF PRIVILEGE: ☒ MALT ☒ VINOUS ☒ SPIRITUOUS

INDICATE TYPE OF LICENSE:

- ☒ RESTAURANT (Class I,II,III,IV) ☐ RESTAURANT/LOUNGE (Class XI) ☐ CLASS A LOUNGE (Class X)
- ☐ HOTEL (Class I,II,III,IV) ☐ HOTEL, FOOD OPTIONAL (Class I-A) ☐ BED & BREAKFAST (Class V)
- ☐ GOLF COURSE (Class I,II,III,IV) ☐ TAVERN (Class IV) ☐ QUALIFIED CATERING
- ☐ OTHER: _____

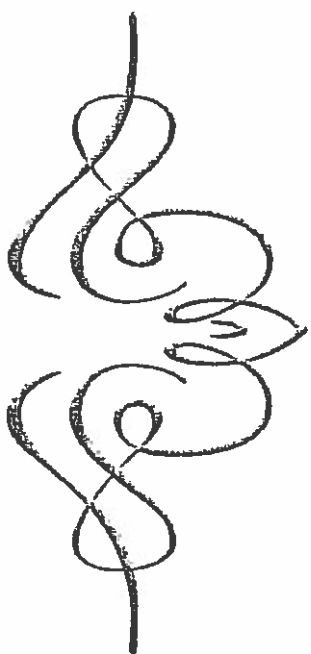
REFER TO PAGE 3 FOR FEE SCHEDULE

ALL QUESTIONS MUST BE ANSWERED IN FULL

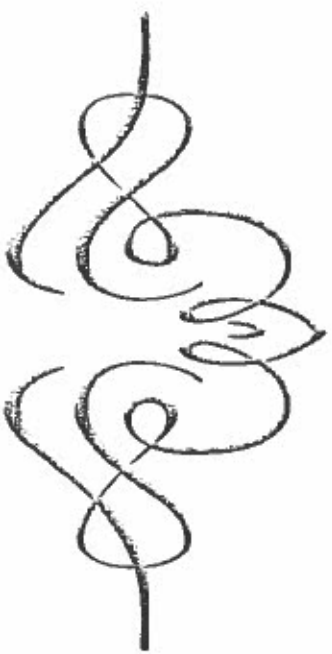
Corporation Name:	Business Name (D/B/A)
<u>First Serve, LTD Hospitality Group, Inc.</u>	<u>Mabel's Lobster Claw Restaurant</u>
APPLICANT(S) –(Sole Proprietor)	DOB:
<u>Shiva R. Natarajan</u>	<u>06/10/1964</u>
	Physical Location:
	<u>134 Ocean Avenue,</u>
	City/Town
	<u>Yennebantport</u>
	State
	<u>ME</u>
	Zip Code
	<u>04046</u>
Address	Mailing Address
<u>P.O. Box 1030</u>	<u>P.O. Box 1030</u>
City/Town	City/Town
<u>Kittery</u>	<u>Kittery</u>
State	State
<u>ME</u>	<u>ME</u>
Zip Code	Zip Code
<u>039104</u>	<u>039104</u>
Telephone Number	Business Telephone Number
<u>203-434-7205</u>	<u>207-467-2562</u>
Fax Number	Fax Number
Federal I.D. #	Seller Certificate #:
<u>83-2958464</u>	or Sales Tax #:
Email Address:	Website:
Please Print <u>ShivaRnat@gmail.com</u>	<u>www.mabelslobster.com</u>

1. If premise is a Hotel or Bed & Breakfast, indicate number of rooms available for transient guests: N/A
2. State amount of gross income from period of last license:
ROOMS \$ N/A FOOD \$ 2,000,000 LIQUOR \$ 200,000.00
3. Is applicant a corporation, limited liability company or limited partnership? YES ☒ NO ☐
If Yes, please complete the Corporate Information required for Business Entities who are licensees:

4. Do you permit dancing or entertainment on the licensed premises? YES ☐ NO ☒



Agenda Item Divider



This application has been reviewed and approved by the following Municipal Officials,
whose signatures are on file with the Town Clerk:

✓ Police Chief

✓ Fire Inspector

✓ Code Enforcement Officer

Tracy Oak, Town Clerk

for Edgewater Inn
2/14/19

BUREAU OF ALCOHOL BEVERAGES AND LOTTERY OPERATIONS
DIVISION OF LIQUOR LICENSING AND ENFORCEMENT
8 STATE HOUSE STATION, AUGUSTA, ME 04333-0008 (Regular Mail)
10 WATER STREET, HALLOWELL, ME 04347 (Overnight Mail)
TEL: (207) 624-7220 FAX: (207) 287-3434
EMAIL INQUIRIES: MAINELIQUOR@MAINE.GOV

DIVISION USE ONLY	
License No:	
Class:	By:
Deposit Date:	
Amt. Deposited:	
Cash Ck Mo:	
Good SOS & DBA:	YES <input type="checkbox"/> NO <input type="checkbox"/>

PRESENT LICENSE EXPIRES: _____

NEW application: ☒ Yes ☐ No

If business is NEW or under new ownership, indicate starting date: MARCH 15, 2019

Requested inspection (New Licensees/ Ownership Changes Only) Date : _____ Business hours: _____

INDICATE TYPE OF PRIVILEGE: ☒ MALT ☒ VINOUS ☒ SPIRITUOUS

INDICATE TYPE OF LICENSE:

- ☒ RESTAURANT (Class I,II,III,IV) ☐ RESTAURANT/LOUNGE (Class XI) ☐ CLASS A LOUNGE (Class X)
- ☐ HOTEL (Class I,II,III,IV) ☐ HOTEL, FOOD OPTIONAL (Class I-A) ☐ BED & BREAKFAST (Class V)
- ☐ GOLF COURSE (Class I,II,III,IV) ☐ TAVERN (Class IV) ☐ QUALIFIED CATERING
- ☐ OTHER: _____

REFER TO PAGE 3 FOR FEE SCHEDULE

ALL QUESTIONS MUST BE ANSWERED IN FULL

Corporation Name:		Business Name (D/B/A)	
<u>First Serve Edgewater, Inc.</u>		<u>The Edgewater Inn</u>	
APPLICANT(S) (Sole Proprietor)		DOB:	
<u>Shirley K. Kataragyan</u>		<u>06/16/1964</u>	
DOB:		Physical Location:	
		<u>1310 Ocean Avenue</u>	
Address		City/Town	
<u>P.O. Box 630</u>		<u>Kennebunkport</u>	
City/Town		State	
<u>Kittery</u>		<u>Maine</u>	
Zip Code		Zip Code	
<u>03904</u>		<u>04046</u>	
Telephone Number		Fax Number	
<u>203-434-7205</u>		<u>207-967-3315</u>	
Federal I.D. #		Business Telephone Number	
<u>83-3157714</u>		<u>207-967-3315</u>	
Seller Certificate #:		Fax Number	
or Sales Tax #:			
Email Address:		Website:	
Please Print <u>ShirleyKataragyan@gmail.com</u>		<u>www.edgewaterinnmaine.com</u>	

1. If premise is a Hotel or Bed & Breakfast, indicate number of rooms available for transient guests: 12

2. State amount of gross income from period of last license:

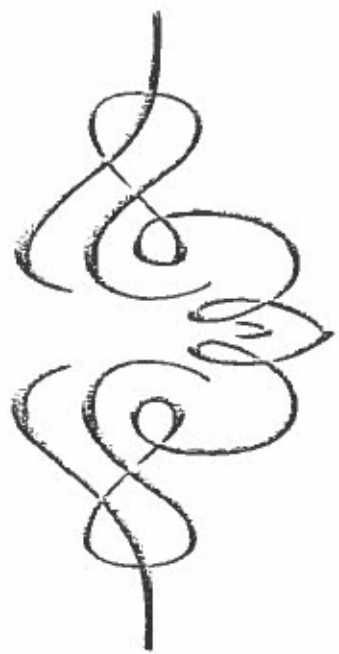
ROOMS \$ _____ FOOD \$ _____ LIQUOR \$ _____

3. Is applicant a corporation, limited liability company or limited partnership? YES ☒ NO ☐
If Yes, please complete the Corporate Information required for Business Entities who are licensees.

4. Do you permit dancing or entertainment on the licensed premises? YES ☐ NO ☒



Agenda Item Divider



This application has been reviewed and approved by the following Municipal Officials,
whose signatures are on file with the Town Clerk:



Police Chief



Fire Inspector



Code Enforcement Officer



Jacqui Steak, Town Clerk

Rhumb Line
2/14/19

BUREAU OF ALCOHOL BEVERAGES AND LOTTERY OPERATIONS
DIVISION OF LIQUOR LICENSING AND ENFORCEMENT
8 STATE HOUSE STATION, AUGUSTA, ME 04333-0008 (Regular Mail)
10 WATER STREET, HALLOWELL, ME 04347 (Overnight Mail)
TEL: (207) 624-7220 FAX: (207) 287-3434
EMAIL INQUIRIES: MAINELIQUOR@MAINE.GOV

DIVISION USE ONLY	
License No:	
Class:	By:
Deposit Date:	
Amt. Deposited:	
Cash Ck Mo:	
Good SOS & DBA:	YES <input type="checkbox"/> NO <input type="checkbox"/>

PRESENT LICENSE EXPIRES: 2/1/19

NEW application: ☐ Yes ☒ No

If business is NEW or under new ownership, indicate starting date:

Requested inspection (New Licensees/ Ownership Changes Only) Date:

Business hours:

INDICATE TYPE OF PRIVILEGE: ☒ MALT ☒ VINOUS ☒ SPIRITUOUS

INDICATE TYPE OF LICENSE:

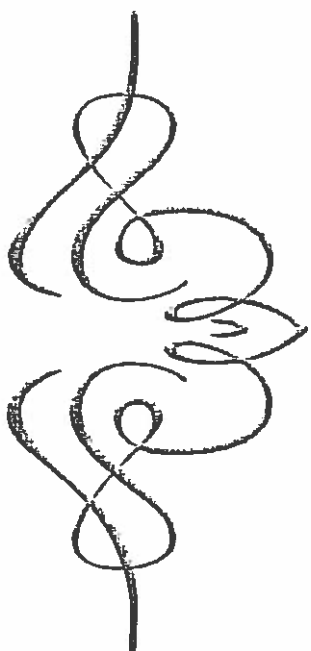
- ☐ RESTAURANT (Class I,II,III,IV)☐ RESTAURANT/LOUNGE (Class XI)☐ CLASS A LOUNGE (Class X)☐ HOTEL (Class I,II,III,IV)☒ HOTEL, FOOD OPTIONAL (Class I-A)☐ BED & BREAKFAST (Class V)☐ GOLF COURSE (Class I,II,III,IV)☐ TAVERN (Class IV)☐ QUALIFIED CATERING
- ☐ OTHER:

REFER TO PAGE 3 FOR FEE SCHEDULE

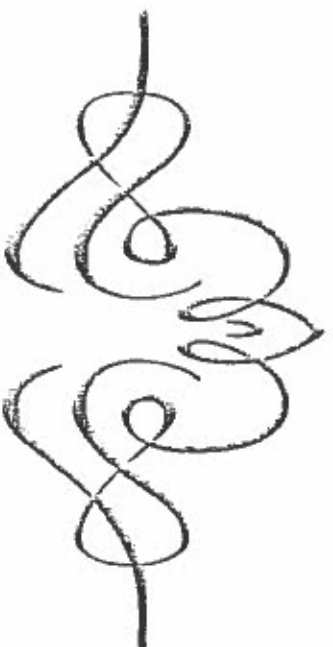
ALL QUESTIONS MUST BE ANSWERED IN FULL

Corporation Name:	Business Name (D/B/A)	
	Rhumb Line Resort	
APPLICANT(S) - (Sole Proprietor)	DOB	Physical Location:
Sheila Matthews Bull	9/8/49	41 Turbats Creek Road
	DOB:	City/Town State Zip Code
		Keenebunkport ME 03426
Address	Mailing Address	
59 Langsford Road	Same	
City/Town State Zip Code	City/Town State Zip Code	
Keenebunkport ME 03426	Same	
Telephone Number Fax Number	Business Telephone Number Fax Number	
207-967-3622 207-967-4418	207-967-5457 207-967-4418	
Federal I.D. #	Seller Certificate #: or Sales Tax #:	
01-0411890	4045	
Email Address:	Website:	
Please Print	Sheila@rhumblineResort.com rhumblineResort.com	

1. If premise is a Hotel or Bed & Breakfast, indicate number of rooms available for transient guests: 59
2. State amount of gross income from period of last license:
ROOMS \$ 900,000⁰⁰ FOOD \$ 165,000⁰⁰ LIQUOR \$ 30,000⁰⁰
3. Is applicant a corporation, limited liability company or limited partnership? YES ☒ NO ☐
If Yes, please complete the Corporate Information required for Business Entities who are licensees.
4. Do you permit dancing or entertainment on the licensed premises? YES ☒ NO ☐



Agenda Item Divider





TOWN OF KENNEBUNKPORT, MAINE

- INCORPORATED 1653 -

MAINE'S FINEST RESORT

APPLICATION

SPECIAL AMUSEMENT PERMIT FOR
DANCING AND ENTERTAINMENT

Name of Applicant

Sheila Matthews-Bull

Residence Address

59 Langsford Rd, Kennebunkport.

Home Telephone Number

207-967-3622

Name of Business

Rhumb Line Resort

Business Address

41 Turbats Creek Rd, Kennebunkport

Type of Business

Hotel

Business Telephone Number

207-967-5457

Nature of Special Amusement

Functions

Has your liquor and or amusement license ever been denied or revoked?

Yes

No



If yes, describe circumstances specifically. (Attach additional page if necessary)

1. Permit Fee: \$ 50.00 (payable to the Town of Kennebunkport)
2. By making application for this permit and signing this application form, I acknowledge that I am familiar with the rules and regulations governing this permit.

Sheila Matthews-Bull

applicant



Agenda Item Divider



Memorandum

To: Board of Selectmen

Fr: Laurie Smith, Town Manager and Jen Lord, Treasurer

Re: Proposed Bonding Structure for Village Parcel

Dt: February 8, 2019

In September of 2018, the Town gave approval to purchase the Village Parcel and bond \$10,000,000 in order to acquire it. The Board of Selectmen authorized a bond anticipation note with Norway Savings Bank at 3.3% for up to one year in order to fund the purchase. Staff has been working with Joseph Cuetera, our financial advisor, and Greg Im, our bond counsel, since that time to determine the best bonding options for the Town.

One of the first questions we must answer is whether we intend to use our tax-exempt municipal status for bonding or will be selling private use bonds. As we discussed with the board back in September, it would make sense to use the our municipal tax exempt status to bond any portions of the property that we intend to keep for municipal use. However; in order to qualify for tax exempt status the acreage must remain in the ownership of the Town and for purely public use. Any private activity on the property would disqualify for municipal use. The remaining portions of the property would need to be bonded for private activity at a higher interest rate.

Since September, we have spent our time analyzing how much of the property might be kept for municipal use. Since we currently do not have a plan for the property this has been a very challenging endeavor. We began by examining what is the maximum amount of acreage we might potentially retain. If the Town were to retain all wetlands, easement property, the road right of way, and a 5 acre parcel for future use, it would equate to approximately 25% of the entire parcel. If instead, the Town were to retain a 5 acre parcel for future use, the road right of way, and a future right of way, it would equate to 15% of the entire parcel.

Joe Cuetera will present three options for your consideration.

1. A 20 year bond with 25% financed as tax exempt and 75% financed private.
2. A 20 year bond with 15% financed as tax exempt and 85% financed private.
3. A 20 year bond with 15% financed as tax exempt and 85% financed private with a balloon payment on the private bond after 5 years. This would allow us to refinance the private activity bond once we have a better understanding of the actual use of the private bond. If the Town were to sell any property in the five year time period it could also use those funds to pay down the debt service at that point.

There are many considerations in reviewing this options. First, how much of the property do we forsee retaining during the life of the bond. Second, how do we wish to structure the repayment schedule? A fixed principal schedule with diminishing interest costs would be a traditional municipal payment model. A fixed payment schedule would have some additional interest costs over the life of the bond, but spread the costs more evenly over the 20 year period. The balloon payment schedule would give the Town a fair amount of flexibility in the early years of the bond as the Town decides the use of the property, but we risk future interest costs when we bond again in five years.



Agenda Item Divider



8

Memorandum

To: Board of Selectmen

Fr: Laurie Smith, Town Manager and Jen Lord, Treasurer

Re: Proposed Bonding Structure for Village Parcel

Dt: February 8, 2019

In September of 2018, the Town gave approval to purchase the Village Parcel and bond \$10,000,000 in order to acquire it. The Board of Selectmen authorized a bond anticipation note with Norway Savings Bank at 3.3% for up to one year in order to fund the purchase. Staff has been working with Joseph Cuetera, our financial advisor, and Greg Im, our bond counsel, since that time to determine the best bonding options for the Town.

One of the first questions we must answer is whether we intend to use our tax-exempt municipal status for bonding or will be selling private use bonds. As we discussed with the board back in September, it would make sense to use the our municipal tax exempt status to bond any portions of the property that we intend to keep for municipal use. However; in order to qualify for tax exempt status the acreage must remain in the ownership of the Town and for purely public use. Any private activity on the property would disqualify for municipal use. The remaining portions of the property would need to be bonded for private activity at a higher interest rate.

Since September, we have spent our time analyzing how much of the property might be kept for municipal use. Since we currently do not have a plan for the property this has been a very challenging endeavor. We began by examining what is the maximum amount of acreage we might potentially retain. If the Town were to retain all wetlands, easement property, the road right of way, and a 5 acre parcel for future use, it would equate to approximately 25% of the entire parcel. If instead, the Town were to retain a 5 acre parcel for future use, the road right of way, and a future right of way, it would equate to 15% of the entire parcel.

Joe Cuetera will present three options for your consideration.

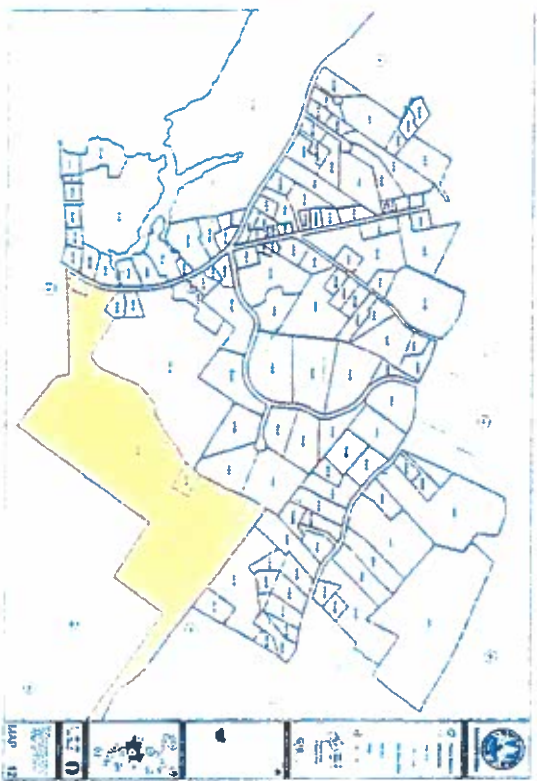
1. A 20 year bond with 25% financed as tax exempt and 75% financed private.
2. A 20 year bond with 15% financed as tax exempt and 85% financed private.
3. A 20 year bond with 15% financed as tax exempt and 85% financed private with a balloon payment on the private bond after 5 years. This would allow us to refinance the private activity bond once we have a better understanding of the actual use of the private bond. If the Town were to sell any property in the five year time period it could also use those funds to pay down the debt service at that point.

There are many considerations in reviewing this options. First, how much of the property do we forsee retaining during the life of the bond. Second, how do we wish to structure the repayment schedule? A fixed principal schedule with diminishing interest costs would be a traditional municipal payment model. A fixed payment schedule would have some additional interest costs over the life of the bond, but spread the costs more evenly over the 20 year period. The balloon payment schedule would give the Town a fair amount of flexibility in the early years of the bond as the Town decides the use of the property, but we risk future interest costs when we bond again in five years.

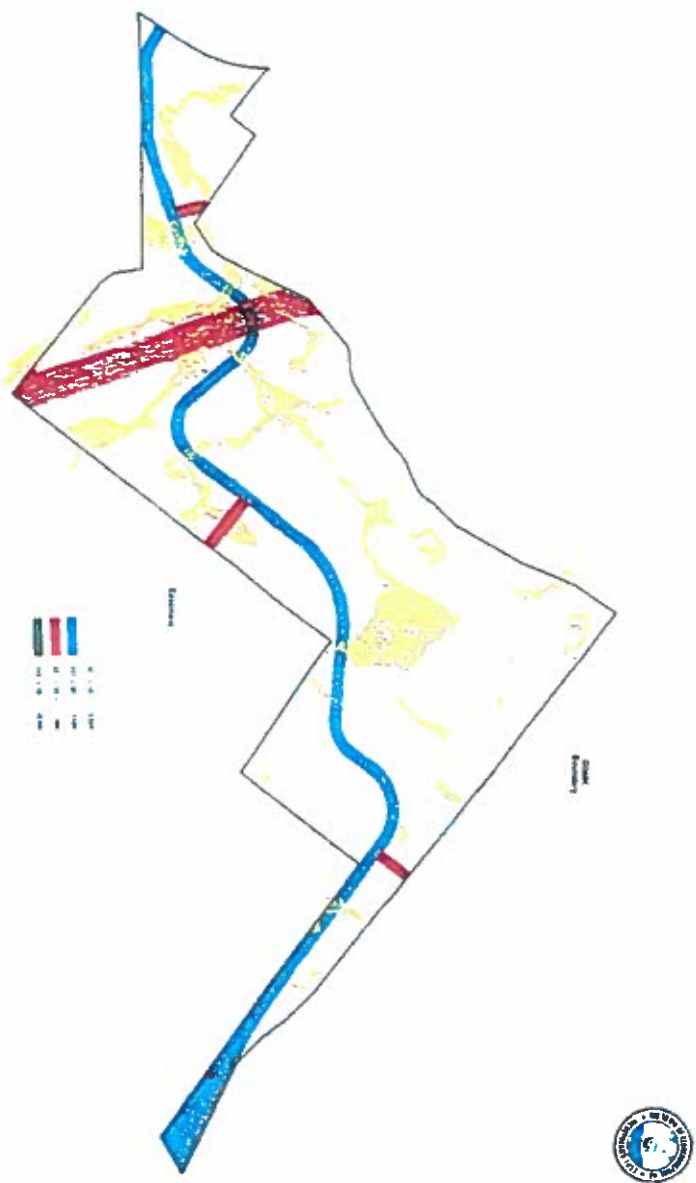
Town of Kennebunkport, Maine
Land Acquisition



Town of Kennebunkport, Maine
Tax Map Index



Town of Kennebunkport, Maine
Tax Map 12



Acquired Land (85 ± acres) - Block 5, Lots 21, 21A, Lot 22

February 14, 2019

To: Laurie Smith et al
Fr: Joe Cuetara
Date: February 4, 2019
Re: Kennebunkport - Land Acquisition Financing (Maximum Town Use)

Assuming that the transmission line portion of the property is owned by the deed holder, the Town becomes the successor owner and will lease an easement to CMP. This is, therefore, included in the purchase of the land by the Town.

Use	Blocks	Ft ²	Acres	FMV/acre
Future Town Use:	15	37,500	0.86	
Road:	157	392,500	9.01	
Wetlands:	218	545,000	12.51	
Easements (Public Use):	12	30,000	0.69	
Municipal Use:	402	1,005,000	23.07	
CMP Transmission Line:	72	180,000	4.13	
All Other Private Use:	1,034	2,585,000	59.34	
Total Excluded from				
Governmental Use Calculation:	1,106	2,765,000	63.48	
Total Footprint:	1,508	3,770,000	86.55	

NOTES: A "Block" is comprised of 50 ft² cells, or 2,500 ft²
An acre is 43,560 ft²

The following are my assumptions in calculating Private Use (based upon % Use) that are proposed to be financed by bonds.

Item	Blocks	Ft ²	Acres	% Total
Gross footprint:	1,508	3,770,000	86.55	100.00%
(less Governmental Use):	(402)	(1,005,000)	(23.07)	(26.65%)
Proposed Private Use:	1,106	2,765,000	63.48	73.35%

Rounded for market sizing, and exercising a bit more caution, I propose the following issue sizes:

Item	Acres	Acres	% Purchase	% to Bond	Bonds
Sr A - Municipal Use	23.07	23.07	\$2,665,782	25.00%	\$2,500,000
Sr B - Private Use:	63.48	63.48	7,334,218	75.00%	7,500,000
Footprint Purchased	86.55	86.55	\$10,000,000	100.00%	\$10,000,000

The following are my assumptions in calculating Private Use (based upon % FMV) that are proposed to be financed by bonds.

Item	Acres	FMV (\$)	% FMV	% to Bond	Bonds
Sr A - Municipal Use:	23.07				
Sr B - Private Use:	63.48				
Footprint Purchased	86.55				



MOORS & CABOT
INVESTMENTS

To: Laurie Smith et al
Fr: Joe Cuétara
Date: February 4, 2019
Re: Kennebunkport - Land Acquisition Financing (Minimal Town Use)

Assuming that the transmission line portion of the property is owned by the deed holder, the Town becomes the successor owner and will lease an easement to CMP. This is, therefore, included in the purchase of the land by the Town.

Use	Blocks	Ft ²	Acres
Future Town Use:	87	217,800	5.00
Road:	157	392,500	9.00
McCabe ROW:	6	14,375	0.33
Municipal Use:	250	624,675	14.33
CMP Transmission Line:	72	180,000	4.13
Wetlands:	218	545,000	12.51
Easements (Private Use):	12	30,000	0.69
All Other Private Use:	956	2,390,325	54.87
Total Excluded from			
Governmental Use Calculation:	1,258	3,145,325	72.06
Total Footprint:	1,508	3,770,000	86.39

NOTES: A "Block" is comprised of 50 ft² cells, or 2,500 ft²
An acre is 43,560 ft²

The following are my assumptions in calculating Private Use (based upon % Use) that are proposed to be financed by bonds.

Item	Blocks	Ft ²	Acres	% Total
Gross footprint:	1,508	3,770,000	86.55	100.00%
(less Governmental Use):	(250)	(624,675)	(14.33)	(16.59%)
Proposed Private Use:	1,258	3,145,325	72.06	83.41%

Rounded for market sizing, and exercising a bit more caution, I propose the following issue sizes:

Item	Acres	% Purchase	\$ Purchase	% to Bond	Bonds
Sr A - Municipal Use:	14.33	16.59%	\$1,659,000	15.00%	\$1,500,000
Sr B - Private Use:	72.06	83.41%	8,341,000	85.00%	8,500,000
Footprint Purchased	86.39	100.00%	\$10,000,000	100.00%	\$10,000,000

OPTIONS

1) Maturity Structure



(i) Governmental Use – 20 years annual principal payments; callable in/after 10 years with no pre-payment penalty

Non-Governmental – 20 years annual principal payments; callable in/after 10 years with no pre-payment penalty

Pros/Cons:

- (+) Financing(s) are completed
- (+) No "interest rate risk"
- (+) 10 year "call feature" allows ability to restructure/reprice
- (-) Uncertain as to pro-rata final use (i.e., governmental (tax-exempt) versus Private use (Taxable))
- (-) Greater interest expense as are paying $\approx 4.024\%$ versus 2.396% (all in), or $\approx \$4,930,995$ versus $\approx \$4,163,535$ versus (ii) to the right

(ii) Governmental Use – 20 years equal annual principal payments

Non-Governmental – equal principal payments amortized over 20 years BUT years 6 to 20 consolidated into a bullet maturity in fifth year

Pros/Cons:

- (-) A future financing(s) may be required
- (-) Additional Costs of Issuance (below)
- (-) Interest rate risk"
- (+) 10 year "call feature" for Series A allows ability to restructure/reprice
- (+) Greater certainty as to pro-rata final use (i.e., governmental (tax-exempt) versus Private use (Taxable))
- (+) In fifth year options:
 - ☐ Repay any or all of bullet from sale proceeds, to date
 - ☐ Refinance any or all of bullet for the then 1 to15 years
 - ☐ Determine what portion, if any, of Series B is actually for governmental, such that portion could ostensibly be refinanced as tax-exempt

Town of Kennebunkport, Maine				
General Obligation Bonds				
	2019 Sr A Bonds	2019 Sr B Bonds	2019 Ref AAs	2024 Refunding
Size:	\$1,500,000	\$4,500,000	10,000,000.00	\$8,375,000
Advisory Fees @52.000/000	3,000.00	171,000.00	20,000.00	12,750.00
Advisory Expenses				
Printing Official Statement	550.00	1,440.00	2,000.00	2,000.00
Bill OS	224.00	570.00	800.00	800.00
Computer	70.00	180.00	250.00	250.00
Printing to Bidders	0.00	0.00	0.00	0.00
Overnight Mail	58.00	144.00	200.00	200.00
Advertising to Bidders	0.00	0.00	0.00	0.00
Bond printing, Transportation, Other	0.00	0.00	0.00	0.00
Total Advisory Expenses	910.00	2,346.00	3,250.00	3,250.00
Other Costs of Issuance				
Monthly's Rating (2019 Pricing)	6,160.00	15,840.00	22,000.00	16,000.00
Monthly's Rating (Aggregated)	280.00	720.00	1,000.00	0.00
S&P Rating (2019 Pricing)	4,900.00	12,600.00	17,500.00	14,000.00
1pm OS Issuag	420.00	1,080.00	1,500.00	1,500.00
Paying Agent	3,000.00	3,000.00	6,000.00	3,000.00
Bond Certificate				
Rounding	220.00	20.00	250.00	0.00
Total Other Costs of Issuance	14,980.00	33,260.00	48,250.00	34,500.00
Total Fees, Expenses, and C of I	\$18,890.00	\$62,606.00	\$71,500.00	\$50,500.00

OPTIONS

2) Amortization Structure



(i) For Option 1(i) only

Governmental Use – 20 years equal annual principal payments (Series A)

Non-Governmental - 20 years equal annual principal payments (Series B)

(ii) For Option 1(i) only

Governmental Use – 20 years equal annual principal payments (Series A)

Non-Governmental - 20 years equal annual principal and interest payments (annual total Debt Service) (Series B)

Pros/Cons:

(+) Lower interest costs (i.e., 10.9 yrs Ave Life)

(-) Sr B burden is greatest in the earliest years, not matching potential sales (first year ≈ \$876,000 then declining)

Pros/Cons:

(-) Greater interest costs (i.e., 12.04 yrs Ave Life)

(+) Sr B burden is moderated in the earliest years, and even throughout (first year ≈ \$630,000 throughout)
(+) if leased, more compatible with annual lease payments

Form of Amortization, NALM
2019 General Obligation Bonds

Savings Report						
Date	Principal	Level Annual Payment		Level Total Debt Service	Savings	Cumulative Savings
		Debt Serv	Interest			
6/30/19		141,486.11	360,021.49	6,815.16	6,815.16	
10/1/19	500,000.00	132,500.00				
3/1/20		892,500.00				
6/1/20		180,917.50	816,137.50	731,212.50	-129,239.04	118,407.62
10/1/20	930,000.00	180,917.50				
3/1/21		875,215.00	716,417.50	118,619.00	-239,084.61	
6/1/21		175,215.00				
10/1/21	930,000.10	166,412.50	842,187.50	745,712.50	-96,415.00	345,959.62
3/1/22		166,412.50				
6/1/22		159,200.00	825,062.50	742,417.50	82,435.00	
10/1/22	909,000.00	159,200.00				
3/1/23		119,687.50	807,917.50	716,412.50	-69,145.00	477,109.62
6/1/23		110,591.75	796,281.25	739,218.75	-90,988.50	-528,273.12
10/1/23	500,000.00	110,591.75				
3/1/24		101,500.00	772,000.75	739,218.75	18,150.00	-566,422.12
6/1/24		101,500.00				
10/1/24	500,000.00	101,500.00	751,006.25	739,120.00	-20,486.25	-587,228.37
3/1/25		101,500.00				
6/1/25		101,500.00	731,432.75	731,432.75	-4,023.00	-591,251.37
10/1/25	500,000.00	101,500.00	724,116.00	724,116.00	12,121.75	-579,079.62
3/1/26		101,500.00				
6/1/26		101,500.00	715,210.00	715,210.00	27,875.00	-551,106.62
10/1/26	500,000.00	101,500.00	708,128.00	708,128.00	49,875.00	-501,109.62
3/1/27		101,500.00				
6/1/27		101,500.00	700,250.00	700,250.00	6,023.00	-495,386.62
10/1/27	500,000.00	101,500.00	693,150.00	693,150.00	6,023.00	-489,363.62
3/1/28		101,500.00				
6/1/28		101,500.00	685,091.25	685,091.25	10,207.00	-479,156.62
10/1/28	500,000.00	101,500.00	678,000.00	678,000.00	10,207.00	-468,843.62
3/1/29		101,500.00				
6/1/29		101,500.00	669,850.00	669,850.00	10,207.00	-458,636.62
10/1/29	500,000.00	101,500.00	662,750.00	662,750.00	10,207.00	-448,429.62
3/1/30		101,500.00				
6/1/30		101,500.00	654,600.00	654,600.00	10,207.00	-438,222.62
10/1/30	500,000.00	101,500.00	647,500.00	647,500.00	10,207.00	-428,015.62
3/1/31		101,500.00				
6/1/31		101,500.00	639,350.00	639,350.00	10,207.00	-417,808.62
10/1/31	500,000.00	101,500.00	632,250.00	632,250.00	10,207.00	-407,601.62
3/1/32		101,500.00				
6/1/32		101,500.00	624,100.00	624,100.00	10,207.00	-397,394.62
10/1/32	500,000.00	101,500.00	617,000.00	617,000.00	10,207.00	-387,187.62
3/1/33		101,500.00				
6/1/33		101,500.00	608,850.00	608,850.00	10,207.00	-376,980.62
10/1/33	500,000.00	101,500.00	601,750.00	601,750.00	10,207.00	-366,773.62
3/1/34		101,500.00				
6/1/34		101,500.00	593,600.00	593,600.00	10,207.00	-356,566.62
10/1/34	500,000.00	101,500.00	586,500.00	586,500.00	10,207.00	-346,359.62
3/1/35		101,500.00				
6/1/35		101,500.00	578,350.00	578,350.00	10,207.00	-336,152.62
10/1/35	500,000.00	101,500.00	571,250.00	571,250.00	10,207.00	-325,945.62
3/1/36		101,500.00				
6/1/36		101,500.00	563,100.00	563,100.00	10,207.00	-315,738.62
10/1/36	500,000.00	101,500.00	556,000.00	556,000.00	10,207.00	-305,531.62
3/1/37		101,500.00				
6/1/37		101,500.00	547,850.00	547,850.00	10,207.00	-295,324.62
10/1/37	500,000.00	101,500.00	540,750.00	540,750.00	10,207.00	-285,117.62
3/1/38		101,500.00				
6/1/38		101,500.00	532,600.00	532,600.00	10,207.00	-274,910.62
10/1/38	500,000.00	101,500.00	525,500.00	525,500.00	10,207.00	-264,703.62
3/1/39		101,500.00				
6/1/39		101,500.00	517,350.00	517,350.00	10,207.00	-254,496.62
10/1/39	500,000.00	101,500.00	510,250.00	510,250.00	10,207.00	-244,289.62
3/1/40		101,500.00				
6/1/40		101,500.00	502,100.00	502,100.00	10,207.00	-234,082.62
10/1/40	500,000.00	101,500.00	495,000.00	495,000.00	10,207.00	-223,875.62
3/1/41		101,500.00				
6/1/41		101,500.00	486,850.00	486,850.00	10,207.00	-213,668.62
10/1/41	500,000.00	101,500.00	479,750.00	479,750.00	10,207.00	-203,461.62
3/1/42		101,500.00				
6/1/42		101,500.00	471,600.00	471,600.00	10,207.00	-193,254.62
10/1/42	500,000.00	101,500.00	464,500.00	464,500.00	10,207.00	-183,047.62
3/1/43		101,500.00				
6/1/43		101,500.00	456,350.00	456,350.00	10,207.00	-172,840.62
10/1/43	500,000.00	101,500.00	449,250.00	449,250.00	10,207.00	-162,633.62
3/1/44		101,500.00				
6/1/44		101,500.00	441,100.00	441,100.00	10,207.00	-152,426.62
10/1/44	500,000.00	101,500.00	434,000.00	434,000.00	10,207.00	-142,219.62
3/1/45		101,500.00				
6/1/45		101,500.00	425,850.00	425,850.00	10,207.00	-132,012.62
10/1/45	500,000.00	101,500.00	418,750.00	418,750.00	10,207.00	-121,805.62
3/1/46		101,500.00				
6/1/46		101,500.00	410,600.00	410,600.00	10,207.00	-111,598.62
10/1/46	500,000.00	101,500.00	403,500.00	403,500.00	10,207.00	-101,391.62
3/1/47		101,500.00				
6/1/47		101,500.00	395,350.00	395,350.00	10,207.00	-91,184.62
10/1/47	500,000.00	101,500.00	388,250.00	388,250.00	10,207.00	-80,977.62
3/1/48		101,500.00				
6/1/48		101,500.00	380,100.00	380,100.00	10,207.00	-70,770.62
10/1/48	500,000.00	101,500.00	373,000.00	373,000.00	10,207.00	-60,563.62
3/1/49		101,500.00				
6/1/49		101,500.00	364,850.00	364,850.00	10,207.00	-50,356.62
10/1/49	500,000.00	101,500.00	357,750.00	357,750.00	10,207.00	-40,149.62
3/1/50		101,500.00				
6/1/50		101,500.00	349,600.00	349,600.00	10,207.00	-29,942.62
10/1/50	500,000.00	101,500.00	342,500.00	342,500.00	10,207.00	-19,735.62
3/1/51		101,500.00				
6/1/51		101,500.00	334,350.00	334,350.00	10,207.00	-9,528.62
10/1/51	500,000.00	101,500.00	327,250.00	327,250.00	10,207.00	7,678.62
3/1/52		101,500.00				
6/1/52		101,500.00	319,100.00	319,100.00	10,207.00	17,885.62
10/1/52	500,000.00	101,500.00	312,000.00	312,000.00	10,207.00	28,092.62
3/1/53		101,500.00				
6/1/53		101,500.00	303,850.00	303,850.00	10,207.00	38,299.62
10/1/53	500,000.00	101,500.00	296,750.00	296,750.00	10,207.00	48,506.62
3/1/54		101,500.00				
6/1/54		101,500.00	288,600.00	288,600.00	10,207.00	58,713.62
10/1/54	500,000.00	101,500.00	281,500.00	281,500.00	10,207.00	68,920.62
3/1/55		101,500.00				
6/1/55		101,500.00	273,350.00	273,350.00	10,207.00	79,127.62
10/1/55	500,000.00	101,500.00	266,250.00	266,250.00	10,207.00	89,334.62
3/1/56		101,500.00				
6/1/56		101,500.00	258,100.00	258,100.00	10,207.00	99,541.62
10/1/56	500,000.00	101,500.00	251,000.00	251,000.00	10,207.00	109,748.62
3/1/57		101,500.00				
6/1/57		101,500.00	242,850.00	242,850.00	10,207.00	119,955.62
10/1/57	500,000.00	101,500.00	235,750.00	235,750.00	10,207.00	130,162.62
3/1/58		101,500.00				
6/1/58		101,500.00	227,600.00	227,600.00	10,207.00	140,369.62
10/1/58	500,000.00	101,500.00	220,500.00	220,500.00	10,207.00	150,576.62
3/1/59		101,500.00				
6/1/59		101,500.00	212,450.00	212,450.00	10,207.00	160,783.62
10/1/59	500,000.00	101,500.00	205,350.00	205,350.00	10,207.00	170,990.62
3/1/60		101,500.00				
6/1/60		101,500.00	204,250.00	204,250.00	10,207.00	181,197.62
10/1/60	500,000.00	101,500.00	197,150.00	197,150.00	10,207.00	191,404.62
3/1/61		101,500.00				
6/1/61		101,500.00	189,000.00	189,000.00	10,207.00	201,611.62
10/1/61	500,000.00	101,500.00	181,900.00	181,900.00	10,207.00	211,818.62
3/1/62		101,500.00				
6/1/62		101,500.00	173,750.00	173,750.00	10,207.00	222,025.62
10/1/62	500,000.00	101,500.00	166,650.00	166,650.00	10,207.00	232,232.62
3/1/63		101,500.00				
6/1/63		101,500.00	158,500.00	158,500.00	10,207.00	242,439.62
10/1/63	500,000.00	101,500.00	151,400.00	151,400.00	10,207.00	252,646.62
3/1/64		101,500.00				
6/1/64		101,500.00	143,350.00	143,350.00	10,207.00	262,853.62
10/1/64	500,000.00	101,500.00	136,250.00	136,250.00	10,207.00	273,060.62
3/1/65		101,500.00				
6/1/65		101,500.00	128,100.00	128,100.00	10,207.00	283,267.62
10/1/65	500,000.00	101,500.00	121,000.00	121,000.00	10,207.00	293,474.62
3/1/66		101,500.00				
6/1/66		101,500.00	112,850.00	112,850.00	10,207.00	303,681.62
10/1/66	500,000.00	101,500.00	105,750.00	105,750.00	10,207.00	313,888.62
3/1/67		101,500.00				
6/1/67		101,500.00	104,650.00	104,650.00	10,207.00	324,095.62
10/1/67	500,000.00	101,500.00	97,550.00	97,550.00	10,207.00	334,302.62
3/1/68		101,500.00				
6/1/68		101,500.00	89,400.00	89,400.00	10,207.00	344,509.62
10/1/68	500,000.00	101,500.00	82,300.00	82,300.00	10,207.00	354,716.62
3/1/69		101,500.00				
6/1/69		101,500.00	74,150.00	74,150.00	10,207.00	364,923.62
10/1/69	500,000.00	101,500.00	67,050.00	67,050.00	10,207.00	375,130.62
3/1/70		101,500.00				
6/1/70		101,500.00				

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Town of Kennebunkport, Maine
Land Acquisition Financing (Level Principal)
2019 General Obligation Bonds

Year #	Maturity	Series A		Series B		Sr A & B Totals
		Gov't Use (Tax-exempt)	Private Use (Taxable)			
1	10/1/2020	75,000	425,000	500,000		500,000
2	10/1/2021	75,000	425,000	500,000		500,000
3	10/1/2022	75,000	425,000	500,000		500,000
4	10/1/2023	75,000	425,000	500,000		500,000
5	10/1/2024	75,000	425,000	500,000		500,000
6	10/1/2025	75,000	425,000	500,000		500,000
7	10/1/2026	75,000	425,000	500,000		500,000
8	10/1/2027	75,000	425,000	500,000		500,000
9	10/1/2028	75,000	425,000	500,000		500,000
10	10/1/2029	75,000	425,000	500,000		500,000
11	10/1/2030	75,000	425,000	500,000		500,000
12	10/1/2031	75,000	425,000	500,000		500,000
13	10/1/2032	75,000	425,000	500,000		500,000
14	10/1/2033	75,000	425,000	500,000		500,000
15	10/1/2034	75,000	425,000	500,000		500,000
16	10/1/2035	75,000	425,000	500,000		500,000
17	10/1/2036	75,000	425,000	500,000		500,000
18	10/1/2037	75,000	425,000	500,000		500,000
19	10/1/2038	75,000	425,000	500,000		500,000
20	10/1/2039	<u>75,000</u>	<u>425,000</u>	<u>500,000</u>		<u>500,000</u>
2019 Bonds		1,500,000	8,500,000	10,000,000		10,000,000

Town of Kennebunkport, Maine
2019 General Obligation Bonds
Land Acquisition (80 Tax-exempt)
Debt Service Schedule

Date	Principal	Coupon	Interest	Period Total	Fiscal Total
10/ 1/19			18,875.00	18,875.00	
4/ 1/20			22,500.00	22,500.00	41,375.00
10/ 1/20	75,000.00	3.000000	22,500.00	97,500.00	
4/ 1/21			21,375.00	21,375.00	118,875.00
10/ 1/21	75,000.00	3.000000	21,375.00	96,375.00	
4/ 1/22			20,250.00	20,250.00	116,625.00
10/ 1/22	75,000.00	3.000000	20,250.00	95,250.00	
4/ 1/23			19,125.00	19,125.00	114,375.00
10/ 1/23	75,000.00	3.000000	19,125.00	94,125.00	
4/ 1/24			18,000.00	18,000.00	112,125.00
10/ 1/24	75,000.00	3.000000	18,000.00	93,000.00	
4/ 1/25			16,875.00	16,875.00	109,875.00
10/ 1/25	75,000.00	3.000000	16,875.00	91,875.00	
4/ 1/26			15,750.00	15,750.00	107,625.00
10/ 1/26	75,000.00	3.000000	15,750.00	90,750.00	
4/ 1/27			14,625.00	14,625.00	105,375.00
10/ 1/27	75,000.00	3.000000	14,625.00	89,625.00	
4/ 1/28			13,500.00	13,500.00	103,125.00
10/ 1/28	75,000.00	3.000000	13,500.00	88,500.00	
4/ 1/29			12,375.00	12,375.00	100,875.00
10/ 1/29	75,000.00	3.000000	12,375.00	87,375.00	
4/ 1/30			11,250.00	11,250.00	98,625.00
10/ 1/30	75,000.00	2.750000	11,250.00	86,250.00	
4/ 1/31			10,218.75	10,218.75	96,468.75
10/ 1/31	75,000.00	2.750000	10,218.75	85,218.75	
4/ 1/32			9,187.50	9,187.50	94,406.25
10/ 1/32	75,000.00	2.750000	9,187.50	84,187.50	
4/ 1/33			8,156.25	8,156.25	92,341.75
10/ 1/33	75,000.00	3.000000	8,156.25	83,156.25	
4/ 1/34			7,031.25	7,031.25	90,187.50
10/ 1/34	75,000.00	3.000000	7,031.25	82,031.25	
4/ 1/35			5,906.25	5,906.25	87,937.50
10/ 1/35	75,000.00	3.000000	5,906.25	80,906.25	
4/ 1/36			4,781.25	4,781.25	85,687.50
10/ 1/36	75,000.00	3.000000	4,781.25	79,781.25	
4/ 1/37			3,656.25	3,656.25	83,437.50
10/ 1/37	75,000.00	3.250000	3,656.25	78,656.25	
4/ 1/38			2,437.50	2,437.50	81,093.75
10/ 1/38	75,000.00	3.250000	2,437.50	77,437.50	
4/ 1/39			1,218.75	1,218.75	78,656.25
10/ 1/39	75,000.00	3.250000	1,218.75	76,218.75	
4/ 1/40					

ACCRUED	1,500,000.00	495,312.50	1,995,312.50
	1,500,000.00	495,312.50	1,995,312.50

Dated 4/30/19 with Delivery of 4/30/19
Bond Years 16,379.167
Average Coupon 3.024040
Average Life 10.919444
N I C Using 100 7678570
Weighted Bond Years 16,638.860
Weighted Average Life 10.827828
Weighted N I C Using 100 7678570
T I C From Delivery Date 2.912610

Morris & Cabot, Boston, Massachusetts

Town of Kennebunkport, Maine
2019 General Obligation Bonds
Land Acquisition (Federally Taxable)
Debt Service Schedule

Date	Principal	Coupon	Interest	Period Total	Fiscal Total
10/ 1/19			142,611.11	142,611.11	
4/ 1/20			170,000.00	170,000.00	312,611.11
10/ 1/20	425,000.00	3.500000	170,000.00	595,000.00	
4/ 1/21			162,562.50	162,562.50	757,562.50
10/ 1/21	425,000.00	3.500000	162,562.50	587,562.50	
4/ 1/22			155,125.00	155,125.00	712,687.50
10/ 1/22	425,000.00	3.500000	155,125.00	580,125.00	
4/ 1/23			147,687.50	147,687.50	727,812.50
10/ 1/23	425,000.00	3.500000	147,687.50	572,687.50	
4/ 1/24			140,250.00	140,250.00	712,937.50
10/ 1/24	425,000.00	3.500000	140,250.00	565,250.00	
4/ 1/25			132,812.50	132,812.50	698,062.50
10/ 1/25	425,000.00	3.750000	132,812.50	557,812.50	
4/ 1/26			124,843.75	124,843.75	682,656.25
10/ 1/26	425,000.00	3.750000	124,843.75	549,843.75	
4/ 1/27			116,875.00	116,875.00	666,718.75
10/ 1/27	425,000.00	3.750000	116,875.00	541,875.00	
4/ 1/28			108,906.25	108,906.25	650,781.25
10/ 1/28	425,000.00	3.750000	108,906.25	513,906.25	
4/ 1/29			100,937.50	100,937.50	634,843.75
10/ 1/29	425,000.00	3.750000	100,937.50	525,937.50	
4/ 1/30			92,968.75	92,968.75	618,906.25
10/ 1/30	425,000.00	4.250000	92,968.75	517,968.75	
4/ 1/31			83,937.50	83,937.50	601,906.25
10/ 1/31	425,000.00	4.250000	83,937.50	508,937.50	
4/ 1/32			74,906.25	74,906.25	583,843.75
10/ 1/32	425,000.00	4.250000	74,906.25	499,906.25	
4/ 1/33			65,875.00	65,875.00	565,781.25
10/ 1/33	425,000.00	4.250000	65,875.00	490,875.00	
4/ 1/34			56,843.75	56,843.75	547,718.75
10/ 1/34	425,000.00	4.250000	56,843.75	481,843.75	
4/ 1/35			47,812.50	47,812.50	529,656.25
10/ 1/35	425,000.00	4.500000	47,812.50	472,812.50	
4/ 1/36			38,250.00	38,250.00	511,062.50
10/ 1/36	425,000.00	4.500000	38,250.00	463,250.00	
4/ 1/37			28,687.50	28,687.50	491,937.50
10/ 1/37	425,000.00	4.500000	28,687.50	453,687.50	
4/ 1/38			19,125.00	19,125.00	472,812.50
10/ 1/38	425,000.00	4.500000	19,125.00	444,125.00	
4/ 1/39			9,562.50	9,562.50	453,687.50
10/ 1/39	425,000.00	4.500000	9,562.50	434,562.50	
4/ 1/40					434,562.50

ACCURED	8,500,000.00		3,898,548.61	12,398,548.61	
	8,500,000.00		3,898,548.61	12,398,548.61	

Dated 4/30/19 with Delivery of 4/30/19
Bond Years 92,815.278
Average Coupon 4.200331
Average Life 10.919444
N I C % 4.136734 % Using 100.694444
Weighted Bond Years 94,553.857
Weighted Average Life 10.935456
Weighted N I C % 4.060671 % Using 100.694444
T I C % 4.086859 % From Delivery Date

Morris & Cabot, Boston, Massachusetts

Town of Kennebunkport, Maine
2019 General Obligation Bonds
Consolidated - Level Principal All
Debt Service Schedule

Date	Principal	Coupon	Interest	Period Total	Fiscal Total
10/ 1/19			161,486.11	161,486.11	
4/ 1/20			192,500.00	192,500.00	353,986.11
10/ 1/20	500,000.00		192,500.00	692,500.00	
4/ 1/21			183,937.50	183,937.50	876,437.50
10/ 1/21	500,000.00		183,937.50	683,937.50	
4/ 1/22			175,375.00	175,375.00	859,312.50
10/ 1/22	500,000.00		175,375.00	675,375.00	
4/ 1/23			166,812.50	166,812.50	842,187.50
10/ 1/23	500,000.00		166,812.50	666,812.50	
4/ 1/24			158,250.00	158,250.00	825,062.50
10/ 1/24	500,000.00		158,250.00	658,250.00	
4/ 1/25			149,687.50	149,687.50	807,937.50
10/ 1/25	500,000.00		149,687.50	649,687.50	
4/ 1/26			140,593.75	140,593.75	790,281.25
10/ 1/26	500,000.00		140,593.75	640,593.75	
4/ 1/27			131,500.00	131,500.00	772,093.75
10/ 1/27	500,000.00		131,500.00	631,500.00	
4/ 1/28			122,406.25	122,406.25	753,906.25
10/ 1/28	500,000.00		122,406.25	622,406.25	
4/ 1/29			113,312.50	113,312.50	735,718.75
10/ 1/29	500,000.00		113,312.50	613,312.50	
4/ 1/30			104,218.75	104,218.75	717,531.25
10/ 1/30	500,000.00		104,218.75	604,218.75	
4/ 1/31			94,156.25	94,156.25	698,375.00
10/ 1/31	500,000.00		94,156.25	594,156.25	
4/ 1/32			84,093.75	84,093.75	678,250.00
10/ 1/32	500,000.00		84,093.75	584,093.75	
4/ 1/33			74,031.25	74,031.25	658,125.00
10/ 1/33	500,000.00		74,031.25	574,031.25	
4/ 1/34			63,875.00	63,875.00	637,906.25
10/ 1/34	500,000.00		63,875.00	563,875.00	
4/ 1/35			53,718.75	53,718.75	617,593.75
10/ 1/35	500,000.00		53,718.75	53,718.75	
4/ 1/36			43,031.25	43,031.25	596,750.00
10/ 1/36	500,000.00		43,031.25	543,031.25	
4/ 1/37			32,343.75	32,343.75	575,375.00
10/ 1/37	500,000.00		32,343.75	532,343.75	
4/ 1/38			21,562.50	21,562.50	553,906.25
10/ 1/38	500,000.00		21,562.50	521,562.50	
4/ 1/39			10,781.25	10,781.25	532,343.75
10/ 1/39	500,000.00		10,781.25	510,781.25	
ACCURED	10,000,000.00		4,393,861.11	14,393,861.11	
	10,000,000.00		4,393,861.11	14,393,861.11	

Dated 4/30/19 with Delivery of 4/30/19
Bond Years 109,194,444
Average Coupon 4.023687
Average Life 10.919444
M I C % 3.959282 % Using 100.7054563

Weighted Bond Years 111,192.717
Weighted Average Life 10.919215
Weighted M I C % 3.888128 % Using 100.7054563
T I C % 3.914412 % From Delivery Date

Consolidation List Name: KENNBPORT
Note: This Issue is a Consolidation of the Following Issues:

KENNBPORT,2019 EX
KENNBPORT,2019 TAXBUL
KENNBPORT,2019 REFDUL

Moorea & Cabot, Boston, Massachusetts

Town of Kennebunkport, Maine
Land Acquisition Financing (Sr B Level P&I)
2019 General Obligation Bonds

Year #	Maturity	Series A	Series B	Sr A & B Totals
		Gov't Use (Tax-exempt)	Private Use (Taxable)	
1	10/1/2020	75,000	290,000	365,000
2	10/1/2021	75,000	300,000	375,000
3	10/1/2022	75,000	310,000	385,000
4	10/1/2023	75,000	320,000	395,000
5	10/1/2024	75,000	330,000	405,000
6	10/1/2025	75,000	345,000	420,000
7	10/1/2026	75,000	355,000	430,000
8	10/1/2027	75,000	370,000	445,000
9	10/1/2028	75,000	385,000	460,000
10	10/1/2029	75,000	400,000	475,000
11	10/1/2030	75,000	415,000	490,000
12	10/1/2031	75,000	435,000	510,000
13	10/1/2032	75,000	455,000	530,000
14	10/1/2033	75,000	470,000	545,000
15	10/1/2034	75,000	495,000	570,000
16	10/1/2035	75,000	515,000	590,000
17	10/1/2036	75,000	540,000	615,000
18	10/1/2037	75,000	565,000	640,000
19	10/1/2038	75,000	590,000	665,000
20	10/1/2039	<u>75,000</u>	<u>615,000</u>	<u>690,000</u>
2019 Bonds		1,500,000	8,500,000	10,000,000

Town of Kennebunkport, Maine
2019 General Obligation Bonds
Land Acquisition (BQ Tax-Exempt)
Debt Service Schedule

Date	Principal	Coupon	Interest	Period Total	Fiscal Total
10/ 1/19			18,875.00	18,875.00	
4/ 1/20			22,500.00	22,500.00	41,375.00
10/ 1/20	75,000.00	3.000000	22,500.00	97,500.00	
4/ 1/21			21,375.00	21,375.00	118,875.00
10/ 1/21	75,000.00	3.000000	21,375.00	96,375.00	
4/ 1/22			20,250.00	20,250.00	116,625.00
10/ 1/22	75,000.00	3.000000	20,250.00	95,250.00	
4/ 1/23			19,125.00	19,125.00	114,375.00
10/ 1/23	75,000.00	3.000000	19,125.00	94,125.00	
4/ 1/24			18,000.00	18,000.00	112,125.00
10/ 1/24	75,000.00	3.000000	18,000.00	93,000.00	
4/ 1/25			16,875.00	16,875.00	109,875.00
10/ 1/25	75,000.00	3.000000	16,875.00	91,875.00	
4/ 1/26			15,750.00	15,750.00	107,625.00
10/ 1/26	75,000.00	3.000000	15,750.00	90,750.00	
4/ 1/27			14,625.00	14,625.00	105,375.00
10/ 1/27	75,000.00	3.000000	14,625.00	89,625.00	
4/ 1/28			13,500.00	13,500.00	103,125.00
10/ 1/28	75,000.00	3.000000	13,500.00	88,500.00	
4/ 1/29			12,375.00	12,375.00	100,875.00
10/ 1/29	75,000.00	3.000000	12,375.00	87,375.00	
4/ 1/30			11,250.00	11,250.00	98,625.00
10/ 1/30	75,000.00	2.750000	11,250.00	86,250.00	
4/ 1/31			10,218.75	10,218.75	96,468.75
10/ 1/31	75,000.00	2.750000	10,218.75	85,218.75	
4/ 1/32			9,187.50	9,187.50	94,406.25
10/ 1/32	75,000.00	2.750000	9,187.50	84,187.50	
4/ 1/33			8,156.25	8,156.25	92,343.75
10/ 1/33	75,000.00	3.000000	8,156.25	83,156.25	
4/ 1/34			7,031.25	7,031.25	90,187.50
10/ 1/34	75,000.00	3.000000	7,031.25	82,031.25	
4/ 1/35			5,906.25	5,906.25	87,937.50
10/ 1/35	75,000.00	3.000000	5,906.25	80,906.25	
4/ 1/36			4,781.25	4,781.25	85,687.50
10/ 1/36	75,000.00	3.000000	4,781.25	79,781.25	
4/ 1/37			3,656.25	3,656.25	83,437.50
10/ 1/37	75,000.00	3.250000	3,656.25	78,656.25	
4/ 1/38			2,437.50	2,437.50	81,093.75
10/ 1/38	75,000.00	3.250000	2,437.50	77,437.50	
4/ 1/39			1,218.75	1,218.75	78,656.25
10/ 1/39	75,000.00	3.250000	1,218.75	76,218.75	
4/ 1/40					76,218.75

1,500,000.00 495,312.50 1,995,312.50
ACCRUED 1,500,000.00 495,312.50 1,995,312.50

Dated 4/30/19 with Delivery of 4/30/19
Bond Years 16,379.167
Average Coupon 3.024040
Average Life 10.91944
N I C 2.953720 Using 100.7578570
Weighted Bond Years 16,633.860
Weighted Average Life 10.827828
Weighted N I C 2.907619 Using 100.7578570
T I C 2.932610 From Delivery Date

Town of Kennebunkport, Maine
2019 General Obligation Bonds
Land Acquisition (Federally Taxable)

Debt Service Schedule

Date	Principal	Coupon	Interest	Period Total	Fiscal Total
10/ 1/19			145,720.24	145,720.24	
4/ 1/20			173,706.25	173,706.25	319,426.49
10/ 1/20	290,000.00	3.500000	173,706.25	463,706.25	
4/ 1/21			168,631.25	168,631.25	632,337.50
10/ 1/21	300,000.00	3.500000	168,631.25	468,631.25	
4/ 1/22			163,381.25	163,381.25	632,012.50
10/ 1/22	310,000.00	3.500000	163,381.25	473,381.25	
4/ 1/23			157,956.25	157,956.25	631,337.50
10/ 1/23	320,000.00	3.500000	157,956.25	477,956.25	
4/ 1/24			152,356.25	152,356.25	630,312.50
10/ 1/24	330,000.00	3.500000	152,356.25	482,356.25	
4/ 1/25			146,581.25	146,581.25	628,937.50
10/ 1/25	345,000.00	3.750000	146,581.25	491,581.25	
4/ 1/26			140,112.50	140,112.50	631,693.75
10/ 1/26	355,000.00	3.750000	140,112.50	495,112.50	
4/ 1/27			133,456.25	133,456.25	628,568.75
10/ 1/27	370,000.00	3.750000	133,456.25	503,456.25	
4/ 1/28			126,518.75	126,518.75	629,975.00
10/ 1/28	385,000.00	3.750000	126,518.75	511,518.75	
4/ 1/29			119,300.00	119,300.00	630,818.75
10/ 1/29	400,000.00	3.750000	119,300.00	519,300.00	
4/ 1/30			111,800.00	111,800.00	631,100.00
10/ 1/30	415,000.00	4.250000	111,800.00	526,800.00	
4/ 1/31			102,981.25	102,981.25	629,781.25
10/ 1/31	435,000.00	4.250000	102,981.25	537,981.25	
4/ 1/32			93,737.50	93,737.50	631,718.75
10/ 1/32	455,000.00	4.250000	93,737.50	548,737.50	
4/ 1/33			84,068.75	84,068.75	632,806.25
10/ 1/33	470,000.00	4.250000	84,068.75	554,068.75	
4/ 1/34			74,081.25	74,081.25	628,150.00
10/ 1/34	495,000.00	4.250000	74,081.25	569,081.25	
4/ 1/35			63,562.50	63,562.50	632,643.75
10/ 1/35	515,000.00	4.500000	63,562.50	578,562.50	
4/ 1/36			51,975.00	51,975.00	630,537.50
10/ 1/36	540,000.00	4.500000	51,975.00	591,975.00	
4/ 1/37			39,825.00	39,825.00	631,800.00
10/ 1/37	565,000.00	4.500000	39,825.00	604,825.00	
4/ 1/38			27,112.50	27,112.50	631,937.50
10/ 1/38	590,000.00	4.500000	27,112.50	617,112.50	
4/ 1/39			13,837.50	13,837.50	630,950.00
10/ 1/39	615,000.00	4.500000	13,837.50	628,837.50	
4/ 1/40					628,837.50

ACCRUED	8,500,000.00	4,435,682.74	12,935,682.74
	8,500,000.00	4,435,682.74	12,935,682.74

Dated 4/30/19 with Delivery of 4/30/19
Bond Years 104,100.278
Average Coupon 4.260971
Average Life 12.247092
N I C % 4.204266 % Using 100.694444

Weighted Bond Years 106,019.680
Weighted Average Life 12.256104
Weighted N I C % 4.128153 % Using 100.694444
T I C % 4.158486 % From Delivery Date

Moors & Cahoc, Boston, Massachusetts

Town of Kennebunkport, Maine
2019 General Obligation Bonds
Consolidated - Sr A Level P; Sr B Level Annual

Debt Service Schedule

Date	Principal	Coupon	Interest	Period Total	Fiscal Total
10/ 1/19			164,595.24	164,595.24	
4/ 1/20			196,206.25	196,206.25	350,801.49
10/ 1/20	365,000.00		196,206.25	561,206.25	
4/ 1/21			190,006.25	190,006.25	751,212.50
10/ 1/21	375,000.00		190,006.25	565,006.25	
4/ 1/22			183,631.25	183,631.25	748,637.50
10/ 1/22	385,000.00		183,631.25	568,631.25	
4/ 1/23			177,081.25	177,081.25	745,712.50
10/ 1/23	395,000.00		177,081.25	572,081.25	
4/ 1/24			170,356.25	170,356.25	742,437.50
10/ 1/24	405,000.00		170,356.25	575,356.25	
4/ 1/25			163,456.25	163,456.25	738,812.50
10/ 1/25	420,000.00		163,456.25	583,456.25	
4/ 1/26			155,862.50	155,862.50	739,318.75
10/ 1/26	430,000.00		155,862.50	585,862.50	
4/ 1/27			148,081.25	148,081.25	733,943.75
10/ 1/27	445,000.00		148,081.25	593,081.25	
4/ 1/28			140,018.75	140,018.75	733,100.00
10/ 1/28	460,000.00		140,018.75	600,018.75	
4/ 1/29			131,675.00	131,675.00	731,693.75
10/ 1/29	475,000.00		131,675.00	606,675.00	
4/ 1/30			123,050.00	123,050.00	729,725.00
10/ 1/30	490,000.00		123,050.00	613,050.00	
4/ 1/31			113,200.00	113,200.00	726,250.00
10/ 1/31	510,000.00		113,200.00	623,200.00	
4/ 1/32			102,925.00	102,925.00	726,125.00
10/ 1/32	530,000.00		102,925.00	632,925.00	
4/ 1/33			92,225.00	92,225.00	725,150.00
10/ 1/33	545,000.00		92,225.00	637,225.00	
4/ 1/34			81,112.50	81,112.50	718,337.50
10/ 1/34	570,000.00		81,112.50	651,112.50	
4/ 1/35			69,468.75	69,468.75	720,581.25
10/ 1/35	590,000.00		69,468.75	659,468.75	
4/ 1/36			56,756.25	56,756.25	716,225.00
10/ 1/36	615,000.00		56,756.25	671,756.25	
4/ 1/37			43,481.25	43,481.25	715,237.50
10/ 1/37	640,000.00		43,481.25	683,481.25	
4/ 1/38			29,550.00	29,550.00	713,031.25
10/ 1/38	665,000.00		29,550.00	694,550.00	
4/ 1/39			15,056.25	15,056.25	709,606.25
10/ 1/39	690,000.00		15,056.25	705,056.25	
ACCRUED					
	10,000,000.00		4,930,995.24	14,930,995.24	

Dated 4/30/19 with Delivery of 4/30/19
Bond Years 120,479.441
Average Coupon 4.092810
Average Life 12.047944
N I C \ 4.034256 \ Using 100.7054563
Weighted Bond Years 122,658.540
Weighted Average Life 12.040654
Weighted N I C \ 3.962586 \ Using 100.7054563
T I C \ 3.989834 \ From Delivery Date

Consolidation List Name: KENNBPORT
Note: This Issue is a Consolidation of the Following Issues:

KENNBPORT,2019 EX
KENNBPORT,2019 TAXIA

Morris & Cabot, Boston, Massachusetts

Town of Kennebunkport, Maine
Land Acquisition Financing (Bullet)

2019 Bonds
Sell: April 17, 2019
Close: April 30, 2019
Repay BAN: May 1, 2019

2024 General Obligation
Refunding Bonds
(Federally Taxable???)
Totals

		2019 General Obligation Bonds							
		Series A	Series B						
		Gov't'l Use	Private Use (Taxable)						
Year #	Maturity	(Tax-exempt)	Paid	Refunded	Sr A & B	Totals			
1	10/1/2020	75,000	425,000			500,000			
2	10/1/2021	75,000	425,000			500,000			
3	10/1/2022	75,000	425,000			500,000			
4	10/1/2023	75,000	425,000			500,000			
5	10/1/2024	75,000	425,000	6,375,000	6,875,000				
6	10/1/2025	75,000				75,000		10/1/2025	425,000
7	10/1/2026	75,000				75,000		10/1/2026	425,000
8	10/1/2027	75,000				75,000		10/1/2027	425,000
9	10/1/2028	75,000				75,000		10/1/2028	425,000
10	10/1/2029	75,000				75,000		10/1/2029	425,000
11	10/1/2030	75,000				75,000		10/1/2030	425,000
12	10/1/2031	75,000				75,000		10/1/2031	425,000
13	10/1/2032	75,000				75,000		10/1/2032	425,000
14	10/1/2033	75,000				75,000		10/1/2033	425,000
15	10/1/2034	75,000				75,000		10/1/2034	425,000
16	10/1/2035	75,000				75,000		10/1/2035	425,000
17	10/1/2036	75,000				75,000		10/1/2036	425,000
18	10/1/2037	75,000				75,000		10/1/2037	425,000
19	10/1/2038	75,000				75,000		10/1/2038	425,000
20	10/1/2039	75,000				75,000		10/1/2039	425,000
2019 Bonds		1,500,000	2,125,000	6,375,000	10,000,000			2024 Ref'd'g Bonds	6,375,000

(\$425,000 Sr A Paid from
Budgeted Funds; Refund
\$6,875,000 Sr B for next
15 yrs)



Town of Kennebunkport, Maine
2019 General Obligation Bonds
Land Acquisition (8% Tax-Exempt)
Debt Service Schedule

Date	Principal	Coupon	Interest	Period Total	Fiscal Total
10/ 1/19			18,875.00	18,875.00	
4/ 1/20			22,500.00	22,500.00	41,375.00
10/ 1/20	75,000.00	3.000000	22,500.00	97,500.00	
4/ 1/21			21,375.00	21,375.00	118,875.00
10/ 1/21	75,000.00	3.000000	21,375.00	96,375.00	
4/ 1/22			20,250.00	20,250.00	116,625.00
10/ 1/22	75,000.00	3.000000	20,250.00	95,250.00	
4/ 1/23			19,125.00	19,125.00	114,375.00
10/ 1/23	75,000.00	3.000000	19,125.00	94,125.00	
4/ 1/24			18,000.00	18,000.00	112,125.00
10/ 1/24	75,000.00	3.000000	18,000.00	93,000.00	
4/ 1/25			16,875.00	16,875.00	109,875.00
10/ 1/25	75,000.00	3.000000	16,875.00	91,875.00	
4/ 1/26			15,750.00	15,750.00	107,625.00
10/ 1/26	75,000.00	3.000000	15,750.00	90,750.00	
4/ 1/27			14,625.00	14,625.00	105,375.00
10/ 1/27	75,000.00	3.000000	14,625.00	89,625.00	
4/ 1/28			13,500.00	13,500.00	103,125.00
10/ 1/28	75,000.00	3.000000	13,500.00	88,500.00	
4/ 1/29			12,375.00	12,375.00	100,875.00
10/ 1/29	75,000.00	3.000000	12,375.00	87,375.00	
4/ 1/30			11,250.00	11,250.00	98,625.00
10/ 1/30	75,000.00	2.750000	11,250.00	86,250.00	
4/ 1/31			10,218.75	10,218.75	96,468.75
10/ 1/31	75,000.00	2.750000	10,218.75	85,218.75	
4/ 1/32			9,187.50	9,187.50	94,406.25
10/ 1/32	75,000.00	2.750000	9,187.50	84,187.50	
4/ 1/33			8,156.25	8,156.25	92,343.75
10/ 1/33	75,000.00	3.000000	8,156.25	83,156.25	
4/ 1/34			7,031.25	7,031.25	90,187.50
10/ 1/34	75,000.00	3.000000	7,031.25	82,031.25	
4/ 1/35			5,906.25	5,906.25	87,937.50
10/ 1/35	75,000.00	3.000000	5,906.25	80,906.25	
4/ 1/36			4,781.25	4,781.25	85,687.50
10/ 1/36	75,000.00	3.000000	4,781.25	79,781.25	
4/ 1/37			3,656.25	3,656.25	83,437.50
10/ 1/37	75,000.00	3.250000	3,656.25	78,656.25	
4/ 1/38			2,437.50	2,437.50	81,093.75
10/ 1/38	75,000.00	3.250000	2,437.50	77,437.50	
4/ 1/39			1,218.75	1,218.75	78,656.25
10/ 1/39	75,000.00	3.250000	1,218.75	76,218.75	
4/ 1/40					76,218.75

1,500,000.00 495,312.50 1,995,312.50

1,500,000.00 495,312.50 1,995,312.50

Dated 4/30/19 with Delivery of 4/30/19
Bond Years 16,379.167
Average Coupon 3.023040
Average Life 10.919441
N I C % 2.953720 % Using 100.7678570

Weighted Bond Years 16,638.860
Weighted Average Life 10.837828
Weighted N I C % 2.907619 % Using 100.7678570
T I C % 2.932610 % From Delivery Date

Town of Kennebunkport, Maine
2019 General Obligation Bonds
Land Acquisition (Federally Taxable w/Bullec)

Debt Service Schedule

Date	Principal	Coupon	Interest	Period Total	Fiscal Total
10/ 1/19			124,784.72	124,784.72	
4/ 1/20			148,750.00	148,750.00	273,534.72
10/ 1/20	425,000.00	3.500000	148,750.00	573,750.00	
4/ 1/21			141,312.50	141,312.50	715,062.50
10/ 1/21	425,000.00	3.500000	141,312.50	566,312.50	
4/ 1/22			133,875.00	133,875.00	700,187.50
10/ 1/22	425,000.00	3.500000	133,875.00	558,875.00	
4/ 1/23			126,437.50	126,437.50	685,312.50
10/ 1/23	425,000.00	3.500000	126,437.50	551,437.50	
4/ 1/24			119,000.00	119,000.00	670,437.50
10/ 1/24	6,800,000.00	3.500000	119,000.00	6,919,000.00	
4/ 1/25					6,919,000.00

ACCRUED	8,500,000.00		1,463,534.72	9,963,534.72	

	8,500,000.00		1,463,534.72	9,963,534.72	

Dated 4/30/19 with Delivery of 4/30/19
Bond Years 41,815.278
Average Coupon 3.500000
Average Life 4.919444
M I C % 3.358837 % Using 100.694444
Weighted Bond Years 42,143.528
Weighted Average Life 4.919444
Weighted M I C % 3.332675 % Using 100.694444
T I C % 3.345542 % From Delivery Date

Moore & Cabot, Boston, Massachusetts

Micro-Muni Debt Date: 02-05-2019 @ 11:56:31 Filename: KENNBPORT Key: 2019 TAXBUL

Town of Kennebunkport, Maine
2024 General Obligation Bonds
Land Acquisition (Federally Taxable Refinance Bullets)
Debt Service Schedule

Date	Principal	Coupon	Interest	Period Total	Fiscal Total
4/ 1/25			132,812.50	132,812.50	132,812.50
10/ 1/25	425,000.00	3.750000	132,812.50	557,812.50	
4/ 1/26			124,843.75	124,843.75	682,656.25
10/ 1/26	425,000.00	3.750000	124,843.75	549,843.75	
4/ 1/27			116,875.00	116,875.00	666,718.75
10/ 1/27	425,000.00	3.750000	116,875.00	541,875.00	
4/ 1/28			108,906.25	108,906.25	650,781.25
10/ 1/28	425,000.00	3.750000	108,906.25	533,906.25	
4/ 1/29			100,937.50	100,937.50	634,843.75
10/ 1/29	425,000.00	3.750000	100,937.50	525,937.50	
4/ 1/30			92,968.75	92,968.75	618,906.25
10/ 1/30	425,000.00	4.250000	92,968.75	517,968.75	
4/ 1/31			83,937.50	83,937.50	601,906.25
10/ 1/31	425,000.00	4.250000	83,937.50	508,937.50	
4/ 1/32			74,906.25	74,906.25	583,843.75
10/ 1/32	425,000.00	4.250000	74,906.25	499,906.25	
4/ 1/33			65,875.00	65,875.00	565,781.25
10/ 1/33	425,000.00	4.250000	65,875.00	490,875.00	
4/ 1/34			56,843.75	56,843.75	547,718.75
10/ 1/34	425,000.00	4.250000	56,843.75	481,843.75	
4/ 1/35			47,812.50	47,812.50	529,656.25
10/ 1/35	425,000.00	4.500000	47,812.50	472,812.50	
4/ 1/36			38,250.00	38,250.00	511,062.50
10/ 1/36	425,000.00	4.500000	38,250.00	38,250.00	
4/ 1/37			28,687.50	28,687.50	491,937.50
10/ 1/37	425,000.00	4.500000	28,687.50	28,687.50	
4/ 1/38			19,125.00	19,125.00	472,812.50
10/ 1/38	425,000.00	4.500000	19,125.00	19,125.00	
4/ 1/39			9,562.50	9,562.50	453,687.50
10/ 1/39	425,000.00	4.500000	9,562.50	9,562.50	
4/ 1/40					434,562.50

ACCRUED	6,375,000.00	2,204,687.50	8,579,687.50
	6,375,000.00	2,204,687.50	8,579,687.50

Dated 10/ 1/24 with Delivery of 10/ 1/24
Bond Years 51,000.000
Average Coupon 4.322917
Average Life 8.000000
N I C % 4.235111 % Using 100.6944444
Weighted Bond Years 51,977.776
Weighted Average Life 7.993608
Weighted N I C % 4.156424 % Using 100.6944444
T I C % 4.199327 % From Delivery Date

Moore & Cabot, Boston, Massachusetts

Micromuni Data Date: 02-05-2019 @ 12:01:40 File Name: KENNEBUNKPORT Key: 2019 REFUND

Town of Kennebunkport, Maine
2019 & 2024 Consolidated Financials

Debt Service Schedule

Date	Principal	Coupon	Interest	Period Total	Fiscal Total
10/ 1/19			143,659.72	143,659.72	143,659.72
4/ 1/20			171,250.00	171,250.00	
10/ 1/20	500,000.00		171,250.00	671,250.00	842,500.00
4/ 1/21			162,687.50	162,687.50	
10/ 1/21	500,000.00		162,687.50	662,687.50	825,375.00
4/ 1/22			154,125.00	154,125.00	
10/ 1/22	500,000.00		154,125.00	654,125.00	808,250.00
4/ 1/23			145,562.50	145,562.50	
10/ 1/23	500,000.00		145,562.50	645,562.50	791,125.00
4/ 1/24			137,000.00	137,000.00	
10/ 1/24	6,875,000.00		137,000.00	7,012,000.00	7,149,000.00
4/ 1/25			149,687.50	149,687.50	
10/ 1/25	500,000.00		149,687.50	649,687.50	739,375.00
4/ 1/26			140,593.75	140,593.75	
10/ 1/26	500,000.00		140,593.75	640,593.75	781,187.50
4/ 1/27			131,500.00	131,500.00	
10/ 1/27	500,000.00		131,500.00	631,500.00	763,000.00
4/ 1/28			122,406.25	122,406.25	
10/ 1/28	500,000.00		122,406.25	622,406.25	744,812.50
4/ 1/29			113,312.50	113,312.50	
10/ 1/29	500,000.00		113,312.50	613,312.50	726,625.00
4/ 1/30			104,218.75	104,218.75	
10/ 1/30	500,000.00		104,218.75	604,218.75	708,437.50
4/ 1/31			94,156.25	94,156.25	
10/ 1/31	500,000.00		94,156.25	594,156.25	688,312.50
4/ 1/32			84,093.75	84,093.75	
10/ 1/32	500,000.00		84,093.75	584,093.75	668,187.50
4/ 1/33			74,031.25	74,031.25	
10/ 1/33	500,000.00		74,031.25	574,031.25	648,062.50
4/ 1/34			63,875.00	63,875.00	
10/ 1/34	500,000.00		63,875.00	563,875.00	627,750.00
4/ 1/35			53,718.75	53,718.75	
10/ 1/35	500,000.00		53,718.75	553,718.75	607,437.50
4/ 1/36			43,031.25	43,031.25	
10/ 1/36	500,000.00		43,031.25	543,031.25	586,062.50
4/ 1/37			32,343.75	32,343.75	
10/ 1/37	500,000.00		32,343.75	532,343.75	564,687.50
4/ 1/38			21,562.50	21,562.50	
10/ 1/38	500,000.00		21,562.50	521,562.50	543,125.00
4/ 1/39			10,781.25	10,781.25	
10/ 1/39	500,000.00		10,781.25	510,781.25	521,562.50
ACCRUED	16,375,000.00		4,163,534.72	20,538,534.72	
	16,375,000.00		4,163,534.72	20,538,534.72	

Dated 4/30/19 with Delivery of 4/30/19
Bond Years 143,743.403
Average Coupon 2.696505
Average Life 8.778223
N I C % 2.896505 % Using 100.0000000
T I C % 2.785850 % From Delivery Date

The \$6.375 (MM) is redundant in that it will be called at maturity in 2024
Thus, "Period Total" is actually \$14,263,534.72

Consolidation List Name: KENNPOR
Note: This Issue is a Consolidation of the Following Issues:

KENNPOR,2019 EX
KENNPOR,2019 TAXBUL
KENNPOR,2019 REFBUL

Moore & Cabot, Boston, Massachusetts

Micro Muni Debt Date: 02-05-2019 \$ 12,0428 Filename: KENNPOR Key: CON BUL



Agenda Item Divider



**COMMITMENT & INTEGRITY
DRIVE RESULTS**

41 Hutchins Drive
Portland, Maine 04102
www.woodardcurran.com
T 800.426.4262
T 207.774.2112
F 207.774.6635

January 16, 2019



Michael W. Claus, Director
Town of Kennebunkport Public Works Department
105 Beachwood Avenue
P.O. Box 566
Kennebunkport, Maine 04046

**RE: Proposal for Professional Services –Village Retaining Wall Replacement
Contract Modification for Construction Phase Support Services**

Dear Mike:

As we move toward completing our design phase efforts and prepare for public bidding of the Village Retaining Wall Replacement project, we understand you are requesting this proposal for Woodard & Curran to support the Town during the project's construction phase. We appreciate this opportunity to help the Town bring the project to completion and offer this Contract Modification proposal for your consideration. As we've included within the Bid Documents and informing this proposal, we anticipate the Town will award the construction contract in March 2019 with construction commencing after Labor Day 2019, Substantial Completion prior to November 29, 2019 and Final Completion (i.e. spring clean-up and final seeding) prior to May 8, 2020.

This proposal is organized as a modification to our existing Agreement and thus the Scope of Work described below is limited only to the additional work requested, Task 5 – Construction Phase.

SCOPE OF WORK

TASK 5 – CONSTRUCTION PHASE SERVICES

CONSULTANT will work at the direction of the Town to provide construction phase services as described here, and that support shall be on a part-time basis. We anticipate Town Staff may also provide local oversight and support to the Contractor over the duration of the construction period.

- A. Coordination: CONSULTANT shall coordinate our activities and efforts with the Town, preparing and submitting bi-weekly Status Reports for the duration of construction, as well as preparing Field Reports documenting our Site Visits.
- B. Project Meetings and Site Visits: CONSULTANT will schedule and facilitate the Pre-Construction Meeting, and attend up to five (5) bi-weekly construction meetings at the site. We will conduct a site visit to observe construction progress before or after each of the bi-weekly construction meetings and CONSULTANT will also be available to perform up to four (4) additional site visits to observe and monitor construction at times deemed appropriate or otherwise requested by the Town.
- C. Payment Requisitions: CONSULTANT will review up to two (2) progress Applications for Payment (requisitions), as submitted by Contractor and work with the Contractor to make adjustments/modifications based upon our review. Upon our acceptance, we will make recommendation for payments to the Town.
- D. Working Drawings/Submittal Review: CONSULTANT shall maintain a log of Working Drawings/Submittals for tracking purposes. As described in the Bid Documents, CONSULTANT shall review and make the appropriate/necessary notations on each



received Working Drawings/Submittal copy and shall return all "reviewed" copies to the Contractor via an emailed PDF.

E. Requests for Interpretation/Information (RFI) Review: CONSULTANT shall maintain a log of Working RFIs for tracking purposes. As described in the Bid Documents, CONSULTANT shall review and provide the necessary information to respond to the RFI, and shall transmit our response to an RFI in electronic, PDF format.

F. Substantial Completion and Final Completion: Upon Contractor's notification that they consider the work substantially complete, CONSULTANT shall conduct a Substantial Completion Inspection with the Town and Contractor (on or before November 29, 2019) to determine the status of completion. If the work is found to be Substantially Complete, CONSULTANT will provide to the Town a certificate of Substantial Completion and a Punch List of outstanding items to be corrected prior to final payment, as appropriate. Upon Contractor's notification that the entire work is complete, CONSULTANT shall conduct a Final Inspection with the Town and Contractor.

G. Project Closeout/Final Payment: CONSULTANT shall review Contractor's final Application for Payment and required submissions, as described in the Bid Documents and specifically Standard General Conditions of the Construction Contract (between Town and Contractor).

CLARIFICATIONS AND EXCEPTIONS

The following represents CONSULTANT's understanding of items that need additional clarification and/or assignment of responsibility for work.

1. CONSULTANT is not scoped to perform full-time inspection or Resident Project Representative responsibilities; work described herein allows CONSULTANT to observe Contractor's work product that is readily visible at the time of site visits.
2. Testing Services are not included within this proposal and will be the responsibility of the Contractor.

SCHEDULE

We anticipate construction shall begin September 3, 2019 and the project will be Substantially Complete on November 15, 2019 and Final Completion on or before May 1, 2020.

FEE PROPOSAL

CONSULTANT proposes to perform the additional work described within this proposal on a Lump Sum basis, in the amount of \$35,000, bringing the total for services inclusive of SUBCONSULTANTS and reimbursable expenses to \$93,000. Monthly invoices will include a summary of services provided during the invoice period.

For reference, this brings the total fee for permitting, design and construction phase services to approximately 8.6% of the estimated construction cost, and well within customary engineering fees for a project of this type and scale.

TERMS & CONDITIONS

The work described herein shall be completed in accordance with the Agreement between the Town of Kennebunkport and Woodard & Curran, executed September 12, 2018. If this Contract Modification Proposal is acceptable to you, please authorize by printing and signing below, and returning copy for our records.



As you know, our executed Agreement included a Schedule that specified a number of dates including Bid Advertisement in February, we are several weeks ahead of that Schedule. While we don't have leverage or control over the contracting community's workload and won't know the results of bidding until February 7, 2019 our goal has been to proceed with the design phase as rapidly as possible, to access the most advantageous bidding climate for the Town and we hope the Town benefits from that effort.

Once again, we thank you for the opportunity to work with the Town. We welcome any questions you may have on this proposal. Please do not hesitate to call with any questions, 207.558.3667.

Sincerely,
WOODARD & CURRAN INC.

Barry Sheff, P.E.
Senior Principal

Megan McDewitt, P.E.
Project Manager

BSS/
203806.37

Accepted this ____ Day of _____, 2019

By: _____

Title: _____

COMMITMENT & INTEGRITY
DRIVE RESULTS

41 Hutchins Drive
Portland, Maine 04102
www.woodardcurran.com

T 800.426.4262
T 207.774.2112
F 207.774.6635

February 8, 2019

Mike Claus, Director of Public Works
Town of Kennebunkport
6 Elm Street
Kennebunkport, Maine 04046

Re: Ocean Avenue Seawall Replacement Project – Bid Review

Dear Mike:

Woodard & Curran has reviewed the bid results for the Ocean Avenue Seawall Replacement Project. Bids were opened from two different contractors on February 7, 2019, and a summary of the bid results is provided on the attached bid tabulation sheet. The apparent low bidder was Shaw Brothers Construction, Inc. (Shaw Brothers) with a total bid price of \$794,500 and an Alternate 1 price of \$52,000. A copy of their bid form is enclosed with this a letter. Woodard & Curran attempted to contact five references; two were responsive. The references were both construction managers who have worked with Shaw Brothers as a site work subcontractor on multiple projects. The references indicated they were satisfied with Shaw Brothers' scheduling, responsiveness, quality of work, management of change orders, and overall project performance and would recommend them for future work.

Based on the review of Shaw Brothers' bid and references, Woodard & Curran did not discover any information that would preclude the Town from selecting Shaw Brothers Construction, Inc. as the qualified and responsive low bidder. If you have any additional questions, please do not hesitate to contact me at (207) 558-3785.

Sincerely,

WOODARD & CURRAN



Megan McDevitt, PE
Project Manager

Enclosures Ocean Avenue Seawall Replacement Project Bid Tabulation Summary
Shaw Brothers Construction Bid Form
Shaw Brothers Construction Reference Check

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address): SHAW BROTHERS CONSTRUCTION, INC.

P.O. Box 69, 341 Mosher Road
Gorham, ME 04038

SURETY (Name, and Address of Principal Place of Business): TRAVELERS CASUALTY AND SURETY

COMPANY OF AMERICA
Agency: P.O. Box 511
Concord, NH 03302-0511

OWNER (Name and Address): TOWN OF KENNEBUNKPORT

PO Box 566
Kennebunkport, ME 04046

BID

Bid Due Date: February 7th, 2019

Description (Project Name— Include Location): OCEAN AVENUE SEAWALL REPLACEMENT,
KENNEBUNKPORT, ME

BOND

Bond Number: N/A

Date: February 7th, 2019

Penal sum FIVE PERCENT OF AMOUNT BID \$ 5% OF AMOUNT BID
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SHAW BROTHERS CONSTRUCTION, INC. (Seal)

Bidder's Name and Corporate Seal

SURETY TRAVELERS CASUALTY AND SURETY

COMPANY OF AMERICA (Seal)

Surety's Name and Corporate Seal

By:

Signature

By:

Signature (Attach Power of Attorney)

Print Name

Michael P. O'Brien
Print Name

Title

Attorney-in-Fact
Title

Attest:

Signature

Attest:

Signature

Title

Title

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

POWER OF ATTORNEY

TRAVELERS

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 231868

Certificate No. 007264102

KNOW ALL MEN BY THESE PRESENTS, That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Daniel E. Church, Bruce H. Langley, William Ver Plank, Paula J. Cantara, Michael P. O'Brien, Christine M. Hosmer, Ryan Stevens, John M. Harbottle, Gary P. Lefriere, and Matthew Blaisdell

of the City of Concord, State of New Hampshire, their true and lawful Attorney(s) in Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 12th day of June, 2017.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss,
By: Robert L. Raney, Senior Vice President

On this the 12th day of June, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2021.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

SECTION 00 41 01

BID FORM

ARTICLE 1 – DEFINED TERMS

- 1.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions and Supplementary Conditions, if any.

ARTICLE 2 – BID RECEIPT

- 2.01 This Bid is submitted to:
- Town of Kennebunkport
Attention: Town Manager
PO Box 556
6 Elm Street
Kennebunkport, ME 04046

- 2.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 3 – BIDDER'S ACKNOWLEDGEMENTS

- 3.01 Bidder accepts all of the terms and conditions of the Bidding Documents including, without limitation:
- A. those dealing with disposition of Bid security;

B. those included in the Supplementary Instructions to Bidders;

C. insurance and bonding requirements (Payment Bond and Performance Bond each equal to 100% of the total Contract Price) set forth in the General Conditions and Supplementary Conditions, if any;

D. Contract Times as set forth in the Agreement; and

E. provisions for liquidated damages as set forth in the Agreement.

3.02 This Bid will remain subject to acceptance for 90 days after the Bid opening or for such longer period of time that Bidder may agree to in writing upon request of Owner.

3.03 Bidder acknowledges receipt of the following Addenda.
- WOODARD & CURRAN

BID FORM
00 41 01-1
- Based on EJCDC C-410 Suggested Bid Form for Construction Contracts
© copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

TOTAL BID PRICE (based on Unit Price Schedule above): BASIS OF AWARD

Seven hundred ninety four thousand
five hundred Dollars and \$ 794,500.00
No Cents
(Use words) *(Use figures)*

4.02 Unit Prices have been computed in accordance with Paragraph 11.03.A of the General Conditions and Supplementary Conditions, if any.

4.03 Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for unit price items will be based on actual quantities determined and based on the unit prices included above, as provided in the General Conditions and Supplementary Conditions, if any.

ALTERNATE 1 BID SCHEDULE – SEWER REPLACEMENT: Bidder must complete all items. BID PRICES SHALL EXCLUDE SALES AND USE TAX.

Item No.	Item Description with Unit or Lump Sum Price in Written Words	Estimated Quantity	Unit	Total Bid Item Price (Numerals)	
				Dollars	Cents
A1	Removal and Replacement of 12-inch sewer pipe from SMH-233 to SMH-272 @ <u>Fifty two thousand</u>	1	LS	52,000	00
Dollars and <u>No</u> Cents PER Lump Sum					

TOTAL ALTERNATE 1 BID PRICE (based on Alternate 1 Lump Sum Price Schedule above)

Fifty two thousand
No Dollars and \$ 52,000.00
(Use words) *(Use figures)* Cents

ARTICLE 6 – BID SUBMITTAL

6.01 This Bid is submitted by:

A Corporation

Corporation Name:

State of incorporation:

Type:

By:

Name (typed or printed):

Title:

(CORPORATE SEAL)

Attest:

Business Address:

Phone & Facsimile Nos:

E-mail address:

Date of qualification to do business as out-of-state corporation:

A Limited Liability Company (LLC)

LLC Name:

State in which organized:

By:

Name (typed or printed):

Title:

Business Address:

Phone & Facsimile Nos:

E-mail address:

WOODARD & CURRAN

BID FORM
00 41 01-5

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): _____

Business Address: _____

Phone & Facsimile Nos: _____

Email address: _____

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

Business Address: _____

Phone & Facsimile Nos: _____

Email address: _____

SECTION 00 43 37

PROPOSED SUPPLIERS FORM

The following Suppliers are proposed to furnish the identified products, material and equipment to be incorporated into the Work. Attach additional sheets as necessary.

Name	Address	Product, Material, Equipment
EJ Prescott	32 Prescott St	Pipe
	Grandview Rd	
	123 Church St	Prescott Wall
United Concrete Products	Yallowille Ct 00422	Box Culverts

END OF SECTION

SECTION 00 43 93

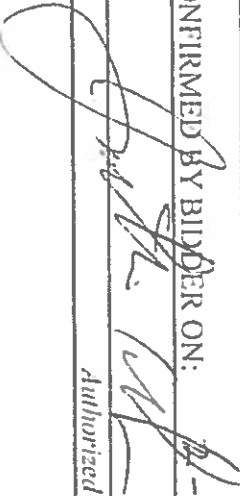
BID SUBMITTAL CHECKLIST

Bidder confirms that the following documents are fully completed, included in and made part of its Bid.

- ☒ 00 41 01 Bid Form
- ☒ 00 43 13 Bid Bond – Penal Sum form
OR
- ☐ Required Bid security in the form of _____

Supplements

- ☐ 00 43 36 Proposed Subcontractors Form
- ☐ 00 43 37 Proposed Suppliers Form
- ☐ 00 45 05 Bidder's Representations and Certifications
- ☐ including required documents and submittals
- ☐ 00 45 13 Bidder's Qualifications
- ☐ 00 45 19 Non-collusion Affidavit
- ☒ One original signed hardcopy (with original Bid security) has been submitted to the Owner in accordance with Section 00 21 13.

CONFIRMED BY BIDDER ON:	12-7-19
By:	
	Authorized person per Bid Form

END OF SECTION

SECTION 00 45 05

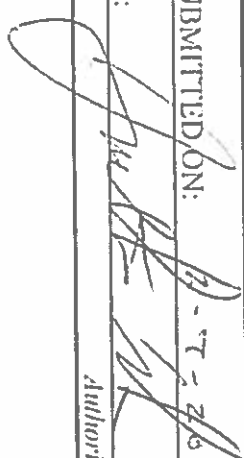
BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

The undersigned, under the penalties of perjury, represents and certifies the following which is made a condition of the Bid.

1.01 Bidder's Representations

- A. Bidder has examined and carefully studied the Bidding Documents and other related data identified in the Bidding Documents.
- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in Section 00 73 10 of the Supplementary Conditions Paragraph 4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Section 00 73 10 of the Supplementary Conditions Paragraph 4.06 as containing reliable "technical data."
- E. Bidder has considered the information known to Bidder, information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of the Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

- D. Bidder will comply with the requirements of the Safety and Health provisions in the Contract Documents, and if Bidder is awarded a Contract, it shall incorporate these provisions into all subcontracts and Purchase Orders so that such provisions will be binding upon each Subcontractor or Supplier.
- E. Bidder will comply with the requirements of the Equal Employment Opportunity, Anti-discrimination, and Affirmative Action Program provisions in the Contract Documents, if any, and if Bidder is awarded a Contract, it shall incorporate these provisions into all subcontracts and Purchase Orders so that such provisions will be binding upon each Subcontractor or Supplier.

SUBMITTED ON:	12-17-2019
By:	
	Authorized person per Bid Form

END OF SECTION

SECTION 00 45 13

BIDDER'S QUALIFICATIONS

The following data, statements of experience, personnel, equipment and general qualifications of the Bidder are submitted as a part of the Bid and the Bidder represents and guarantees the truthfulness and accuracy thereof and its ability to meet the qualifications requirements specified forth in the General Requirements. Attach additional sheets as necessary properly cross referenced.

- A. Bidder's organization is a Corporation
(entity type) and has been in business continuously from the year 1977.
- B. Bidder's organization has had experience in construction comparable to that required by the Contract Documents as a prime contractor for 40 years and as a subcontractor for — years.

C. Following is a list of at least five projects Bidder's organization has completed in the state the Project is located, within the last ten years which are similar in type, character and magnitude to that required by the Contract.

See Attached

Client/Owner Name/Address	Project Name/Location	CURRENT Contact Name, Phone, Email	Time Period

D. The following supervisory personnel are currently employed by the Bidder and available for assignment to the Project (project manager, superintendents, principal foremen and engineers).

See Attached

Name	Title	Years of Experience

Attach detailed resumes of qualifications, previous employers and experience for each.

E. The following design professionals and surveyors are to be employed by the Bidder and available for assignment to the Project.

N/A

Name	Area of Responsibility	Years of Experience

Attach detailed resumes of qualifications, previous employers and experience for each.

H. Following is a list of safety citations issued to the Bidder over the last 5 years.

NO CITATIONS


Name of Client and Project	Contact Name/ Telephone No.	Type of Citation	Issued by

SECTION 00 45 19

NON-COLLUSION AFFIDAVIT

Joseph W. Shue, being duly sworn,
depose and, under the penalty of perjury, say that the following is true:

1. I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on the behalf of my firm.
2. The price(s) and amount of this Bid have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restricting competition with any other contractor, competitor, Bidder, or potential Bidder.
3. Unless otherwise required by law, neither the price(s) nor the amount of this Bid have been disclosed to any other firm or person who is a Bidder, competitor, or potential Bidder on the Project, and will not be so disclosed either directly or indirectly prior to Bid opening.
4. No attempt has been made or will be made to solicit, cause, or induce any firm, partnership, corporation, or person to submit or not submit a Bid on this Project, or to submit a Bid higher than the Bid of this firm, or submit an intentionally high or noncompetitive Bid or other form of complementary Bid, or for the purpose of restricting competition.
5. The Bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary Bid.
6. My firm has not offered or entered into a subcontracting agreement regarding the purchase of materials or services from any firm or person, or offered, promised, or paid cash or anything of value to any firm or person, whether in connection with this or any other Project, in consideration for an agreement or promise by any firm or person to refrain from proposing or to submit a complementary Bid on the Project.
7. My firm has not accepted nor been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary Bid or agreeing to do so, on the Project.

	Shaw Brothers Construction, Inc. 341 Mosher Road, PO Box 69 Gorham, Maine 04038 Phone: 207-839-2552 Fax: 207-839-6239				
Specific Projects and References					
Owner References					
	MAC Air Group	Portland, Maine	Alan Caruso/Brigitte Miller	(207) 780-1811	bmiller@maineaviation.com
	ELC Management	Portland, Maine	Ken/Eric Cianchette	(207) 774-1000	kcianchette@theregency.com
	KDA Development	Scarborough, Maine	Kerry Anderson	(207) 883-3618	kerry@kdadevelopment.com
General Contractor Reference					
	Cianbro Corporation	Pittsfield, Maine	Frank Susi	(207) 487-3311	fsusi@cianbro.com
	Landry/French Construction	Scarborough, Maine	Kevin French	(207) 730-5566	kfrench@landryfrenchconstruction.com
	Risbara Brothers	Scarborough, Maine	Bill Risbara	(207) 883-3920	bill@risbara.com
Municipality References					
	City of Portland	Portland Maine	John Emerson	(207) 874-8468	jwe@portlandmaine.gov
	City of Biddeford	Biddeford Maine	Tom Milligan	(207) 284-9118 Ext4139	tmilligan@biddefordmaine.org
	City of Saco	Saco Maine	Chris Gallant	(207) 284-6641	cga@lan@sacomaine.gov
Engineer References					
	Sehago Technics	S. Portland Maine	Steve Sawyer		
	Stantec	S. Portland Maine	Steve Bushey		
Specific Projects					
	Sewer & Drainage projects	Various emergency repairs for sewer and drainage projects mostly on Time & Materials basis City of Portland John Emerson (207) 874-8468			
	Blue Spruce Farms	Fast track site development for large subdivision in Westbrook Risbara Brothers Construction - Bill Risbara - (207) 883-3920			
	DHHS Office Building	Sitework for new office building in Portland Maine at the Jetport. Substantial stormwater detention with 3 acres of porous pavement Landry/French Construction - Kevin French (207) 730-5566			
	Yarmouth Interchange	New highway ramp which included large rock cuts McDOT - LaRav Hamilton (207) 885-7000			

207-592-1367

Bid Estimate Worksheet

	Shaw Brothers Construction, Inc.						
	341 Mosher Road, PO Box 69						
	Gorham, Maine 04038						
	Phone: 207-839-2552						
	Fax: 207-839-6239						
Completed Projects							
	Project Name	General Contractor	Owner	Architect	Amount	% Completed w/own Forces	Completion Date
	Knightville Sewer Separation	Shaw Brothers	City of S. Portland	Sebago Technics	\$ 3,615,080.00	65.00%	December 1, 2012
	Eliot Substation	Irbv Corporation	Central Maine Power	TRO	\$ 2,500,000.00	65.00%	October 1, 2013
	Biddeford Savings & Starbucks	Risbara Brothers	Biddeford Savings Bank	SMRT	\$ 670,994.00	75.00%	10/1/2013
	Yarmouth Interchange Improvements	Shaw Brothers	MeDOT	MeDOT	\$ 6,094,973.00	60.00%	November 1, 2013
	Maine Standards	Zachau Construction	Maine Standards	Sebago Technics	\$ 644,739.00	70.00%	November 1, 2013
	Biddeford Savings Bank	Landry/French Construction	Biddeford Savings Bank	WBRC	\$ 305,000.00	80.00%	5/1/2014
	Hvatt Place Portland	Consigli	East Brown Cow Mgmt	Canal 5 Studio	\$ 840,000.00	75.00%	6/1/2014
	Gallery Blvd Lot 7 Preload	Shaw Brothers	Waterstone Retail	Stantec	\$ 1,642,043.00	100.00%	June 30, 2014
	Civic Center Improvements	Cianbro Corporation	Cumberland County	WBRC	\$ 1,725,056.00	70.00%	8/1/2014
	Route 1 Bridge Replacement	Wyman & Simpson	MeDOT	N/A	\$ 1,051,224.00	100.00%	September 1, 2014
	Various Streets Mill & Fill Portland	Shaw Brothers	MeDOT	MeDOT	\$ 1,704,192.00	65.00%	October 1, 2014
	Portland-S. Portland Overlay	Shaw Brothers	MeDOT	MeDOT	\$ 1,649,125.00	80.00%	October 15, 2014
	Runway 18-36 Rehabilitation	Shaw Brothers	City of Portland	FST	\$ 12,295,383.00	50.00%	11/1/2014
	Long Creek Watershed Improvements	Shaw Brothers	City of S. Portland	Sebago Technics	\$ 1,265,771.00	70.00%	November 1, 2014
	Rt 136 Reconstruction	Shaw Brothers	MeDOT	MeDOT	\$ 3,234,714.00	80.00%	November 15, 2014
	McKearney Village Subdivision	Shaw Brothers	McKearney Village LLC	Sebago Technics	\$ 1,200,000.00	85.00%	November 15, 2014
	Martins Point Bridge	CPM Constructors	MeDOT	VHB	\$ 1,820,809.00	75.00%	November 30, 2014
	DHHS Building	Landry/French Construction	ELC Management	Mark Mueller/FST	\$ 2,600,000.00	70.00%	11/30/2014
	Thompsons Point Utilities	Shaw Brothers	Parallax Partners	FST	\$ 200,000.00	100.00%	March 1, 2015
	Section 254 Access & Restoration	LE Meyers	Central Maine Power	Central Maine Power	\$ 13,379,528.00	100.00%	March 15, 2015
	Richmond Emergency Culvert Replacement	Shaw Brothers	MeDOT	MeDOT	\$ 296,450.00	90.00%	June 1, 2015
	Eastern Village Phase 2 & 3	Shaw Brothers	KDA Development	FST	\$ 2,200,000.00	70.00%	June 30, 2015
	Union Street Mill & Fill	Shaw Brothers	MeDOT	MeDOT	\$ 186,754.00	90.00%	July 1, 2015
	Paving Overlay Rt 1 Freeport	Shaw Brothers	MeDOT	N/A	\$ 548,937.00	80.00%	July 1, 2015
	Rt 5 Mill & Fill Saco	Shaw Brothers	MeDOT	MeDOT	\$ 784,194.00	75.00%	July 15, 2015
	Exit 36 Toll Plaza	CPM Constructors	Maine Turnpike Authority	HNTB	\$ 788,064.00	80.00%	July 15, 2015
	Martins Point Health Biddeford - Sitework	PC Construction	Martins Point Healthcare	SMRT	\$ 641,908.00	99.00%	August 1, 2015
	Paving Overlay Rt 5 Lyman Waterboro	Shaw Brothers	MeDOT	N/A	\$ 1,834,755.00	75.00%	September 1, 2015
	NIPRP Pole Replacement	Coutts Brothers	Central Maine Power	N/A	\$ 577,913.00	98.00%	September 1, 2015
	Memory Lane Subdivision	Risbara Brothers	Risbara Brothers	St. Clair Associates	\$ 229,238.00	80.00%	October 1, 2015
	Maine Terminal Expansion	Shaw Brothers	MeDOT	N/A	\$ 8,672,413.00	80.00%	October 1, 2015
	South Portland Connector Mill & Fill	Shaw Brothers	MeDOT	N/A	\$ 2,649,950.00	75.00%	November 1, 2015
	Thornton Heights Phase 2	Shaw Brothers	City of S. Portland	Sebago Technics	\$ 4,664,117.00	80.00%	November 15, 2015
	Summit Gas 2015	Shaw Brothers	Summit Natural Gas of Maine	N/A	\$ 1,500.00	80.00%	November 15, 2015
	Summit Gas 2014/2015	Shaw Brothers	Summit Natural Gas of Maine	Summit Natural Gas of Maine	\$ 6,600,000.00	75.00%	11/15/2015
	Forest Ave Reconstruction	Shaw Brothers	MeDOT	N/A	\$ 1,709,883.00	45.00%	November 15, 2015
	Exit 45 & 46 Ramp Rehabilitation	CPM Constructors	Maine Turnpike Authority	HNTB	\$ 1,260,539.00	95.00%	November 15, 2015
	Maine Aviation - Sitework	Landry/French Construction	MAC Air Group	Sebago Technics	\$ 1,781,222.00	55.00%	March 1, 2016
	Carmax South Portland Preload	Leon Consulting	Carmax	Bohler Engineering	\$ 944,200.00	80.00%	March 1, 2016

SHAW BROTHERS CONSTRUCTION, INC.

I, Peter S. Plumb, Clerk of SHAW BROTHERS CONSTRUCTION, INC. certify that the following named individuals hold the offices set forth opposite their respective names as of the date below:

President:	Jonathan E. Shaw
Treasurer:	Daniel H. Shaw
Vice-President:	Thomas B. Biegel
Clerk:	Peter S. Plumb

I further certify that the following are true and exact copies of resolutions of the Corporation's Board of Directors and that said resolutions have not been altered or amended to the date of this certificate:

VOTED: To authorize the President, Vice-President and Treasurer of SHAW BROTHERS CONSTRUCTION, INC., or any one of them, to make verbal and written bids on behalf of the Corporation for construction work of any type and nature, including but not limited to earth work, road work, sidewalk work, foundation work and all other manner of work which can be reasonably described as construction work to any organization, whether public or private, anywhere within the State of Maine, at any time, and to fill out, execute and sign on behalf of the Corporation any and all documents which may be required from time to time by the person or organization or governmental entity seeking the bid.

Dated: May 11, 2018


Peter S. Plumb, Clerk

State of Maine
Cumberland, ss.

May 11, 2018

Personally appeared before me the above-named Peter S. Plumb in his capacity as Clerk and made oath that the foregoing statements are made on personal knowledge and are true.


Notary Public

SHARON G. GAGEY
NOTARY PUBLIC OF MAINE
MY COMMISSION EXPIRES JULY 21, 2013

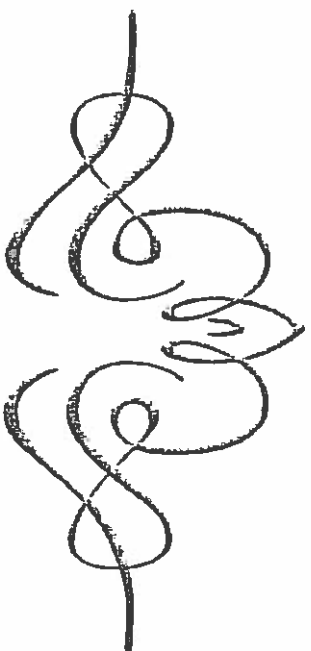


COMMITMENT & INTEGRITY
DRIVE RESULTS

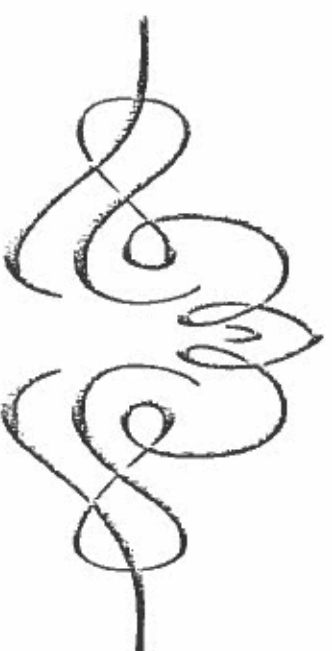
41 Hutchins Drive
Portland, Maine 04102
Tel: 800-426-4262 Fax: 207-774-6635

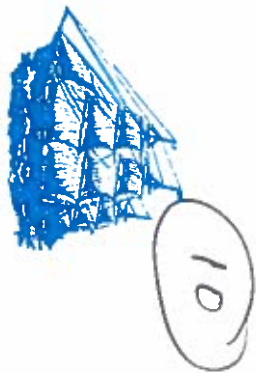
CLIENT: TOWN OF KENNEBUNKPORT, ME
PROJECT: OCEAN AVENUE SEAWALL REPLACEMENT

Shaw Brothers Construction Reference Check		
Contact		Cianbro Corporation
Project		IDEXX Parking Lots
City		Westbrook, Maine
1	What was your role on the project?	Construction Management
2	How was the quality of the work?	Very good, worked together for 20 years, very reputable
3	Did the Contractor stay on Schedule? If not, why?	Yes
4	Did you find the Contractor to be responsive?	Yes
5	Did the Contractor attend all scheduled meetings?	Yes
6	How well did the Contractor coordinate with their subcontractors?	Very well
7	Was the Supervisor easy to work with?	Yes
8	How many Change Orders, and how were they in dealing with them?	Very good to deal with
9	Would you recommend the Contractor for Similar Work or hire them again?	Yes
10	Were there any bonds invoked or legal efforts initiated by any parties?	No
11	Do you have any other comments?	"Great company to work with."
Contact		Frank Susi (207) 487-3311



Agenda Item Divider





KENNEBUNKPORT WASTEWATER DEPARTMENT

Date: 2/4/19
To: Laurie Smith
CC: Jen Lord
From: Chris Simeoni
Re: Influent/Effluent Valves

Hi Laurie,
As a result of a bid process, we have obtained three prices for the influent/effluent valves that are necessary to complete the influent/effluent pump upgrade (current bond project) at the wastewater plant. Bid responses were received by the following suppliers (Bids attached):

Contact Person	Company Name	American Made Price
Jim Russel	Smith & Loveless	Verbal contact/declined to bid
Larry Mills	Williamson	Declined to bid
Les Tait	EJ Prescott	\$27,348.34 plus S&H
Adam Cardinal	Ferguson Waterworks	\$27,289.35 S&H included
DM@FWWEBB.COM	FW Webb	\$32,625.54 plus S&H
Michael Sterling	Core & Main	\$42,199.02 S&H included

Ferguson Waterworks also submitted a lower bid for the valve package that totaled \$11,089.89. However, the valves are lower quality and do not meet the 50% US steel requirement to be reimbursed by the SRF. Based on the critical locations of these valves and lack of reimbursement from the SRF for the foreign made valves, we are recommending and requesting to purchase the SRF specification valves through Ferguson Waterworks for the total amount of \$27,289.35, which includes S&H. I'm looking to have this item placed on the agenda for the February 14th Selectmen's meeting to obtain approval for the purchase of these valves.

Thank you,
Christopher Simeoni
Christopher Simeoni
Deputy Director Public Works

Price Quotation # B338671

FERGUSON WATERWORKS #1396

94 PLEASANT AVENUE
50 PORTLAND, ME 04106-5614

Phone : 207-767-6239
Fax : 207-767-6260

Bid No.: B338671

Bid Date.: 01/18/19

Quoted By: AJC

Customer.: KENNEBUNKPORT SEWER
25R SCHOOL STREET
KENNEBUNKPORT, ME 04046

Cust Phone: 207-967-2245

Terms.: CASH ON DEMAND

Ship To.: KENNEBUNKPORT SEWER
25R SCHOOL STREET
KENNEBUNKPORT, ME 04046

Cust PO#: REPLACEMENT VLV PRICE		Job Name: VALVE REPLACEMENT			
Item	Description	Quantity	Net Price	UM	Total
SP-N7700-160	6" FLANGED SWING CHECK VALVE	3	500.000	EA	1500.00
SP-NW591-06-D	6" X 1" FILLER FLANGE QUOTING 6" GATE WITH A FILLER FLG.	3	78.040	EA	234.12
SP-N2030FF-160	6" FLANGED OS&Y VALVE	1	534.640	EA	1603.92
SP-N7700-180	8" FLANGED CHECK VALVE	1	650.000	EA	1950.00
SP-N2030FF-180	8" OS&Y FLANGED GATE VALVE	6	864.000	EA	5184.00
AS NEEDED MATERIAL					
FNWHHNGAZ34	3/4 10 HH NUT ZN AS61 GR A 12PK	1	5.190	PK	5.19
PSFLEBF	3/4 PLN EYE BLT	1	3.200	EA	3.20
FNWNBGZ1RF8U	6 ZN 150# RR FF 1/8 FLG SET	1	18.900	EA	18.90
FNWRIFFGAX	8 RR 1/8 FF 150# GSKT	1	20.930	EA	20.93

Subtotal: \$10520.26
Inbound Freight: \$0.00
Tax: \$578.63
Order Total: \$11098.89

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at http://wajseleyna.com/terms_conditionsSale.html. Govt Buyers: All items quoted are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with "NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

Price Quotation # B339332

FERGUSON WATERWORKS #1396

94 PLEASANT AVENUE
SO PORTLAND, ME 04105-5614

Phone : 207-767-6239
Fax : 207-767-6260

Bid No.....: B339332

Bid Date...: 01/28/19

Quoted By: AJC

Customer:: TOWN OF KENNEBUNKPORT
25R SCHOOL STREET
KENNEBUNKPORT SEWER
KENNEBUNKPORT, ME 04046

Cust Phone: 207-967-2245

Terms.....: CASH ON DEMAND

Ship To.....: TOWN OF KENNEBUNKPORT
25R SCHOOL STREET
KENNEBUNKPORT SEWER
KENNEBUNKPORT, ME 04046

Cust PO#.: PUMP STATION VALVES		Job Name.: PUMP STATION VALVES			
Item	Description	Quantity	Net Price	UM	Total
C1106LWU	6 CI FLG L&W SWG CHK VLV RUB DISC	3	1595.757	EA	4787.27
SP-NW59206D	6X2 DI FILLER FLG	3	129.630	EA	388.89
CF6136U	6 FLG RW OL OS&Y GATE VLV	3	1217.210	EA	3651.63
C1106LWX	8 CI FLG L&W SWG CHK VLV RUB DISC	3	2418.600	EA	7255.80
CF6136X	8 FLG RW OL OS&Y GATE VLV	6	1859.590	EA	11157.54
AS NEEDED MATERIAL					
FNWHHNGAZ34	3/4 10 HH NUT ZN A563 GR A 12PK	1	5.190	PK	5.19
PSPLEBF	3/4 PLN EYE BLT	1	3.200	EA	3.20
FNWNBGZ1RF8U	6 ZN 150# RR FF 1/8 FLG SET	1	18.900	EA	18.90
FNWRIFFGAX	8 RR 1/8 FF 150# GSKT	1	20.930	EA	20.93

Subtotal: \$27289.35

Inbound Freight: \$0.00

Tax: \$0.00

Order Total: \$27289.35

KENNEBUNKPORT SEWER DEPT T
SCHOOL STREET
O PO BOX 1038
KENNEBUNKPORT, ME
04046

F TEAM EJP Portland, ME. R 530 Warren
Ave
O Portland, ME M 04103
Telephone: 207-797-3330

IQ U OT AT IO NI
2/04/19 IBid ID: 5318537 KENNEBUNKPORT VALVES I Page 2

Sell		Unit	Extended I
Quantity	Per Description	Price	Price
3	EA 6 FLG CHECK VALVE L&W	2,301.25	6,903.75
600 SERIES AIS COMPLIANT			
3	EA 6X2 FLG FILLER PIECE	115.88	347.65
3	EA 6 AW FLG RS VALVE	OS&Y C 792.18	2,376.54
AIS COMPLIANT			
6	EA 8 AW FLG RS VALVE	OS&Y C 1,209.85	7,259.10
AIS COMPLIANT			
3	EA 8 FLG CHECK VALVE	L&W 3,487.10	10,461.30
AIS COMPLIANT			

PRICES ARE NET PLUS SHIPPING COST FROM FACTORY

THANK YOU, LES TAIT
TEAM E.J. PRESCOTT, INC.
1-207-797-3330
LES.TAIT@EJPRESCOTT.COM

Subtotal:	Tax:	Bid Total:	27,348.34
			.00
			27,348.341

F.W. Webb Company
22 Landry Street
Biddeford, ME 04005
TEL# (207-282-7558)
FAX# (207-282-0299)

Quote
Date
02/01/19
Number
61904351

To:
KENNEBUNKPORT SEWER DEPT
SAME

PO BOX 1038
KENNEBUNKPORT ME 04046-1038

PO BOX 1038
KENNEBUNKPORT, ME 04046-1038

(207-967-2245) Fax# (207-967-5372)
Cust # Customer Po# Rel# Writer Date Req
96130 VALVES TOWN 02/01/19

PAGE 1 OF 1

Quoted By: TOWN

Quantity	Description	Net Price	Exten	Ln#
----------	-------------	-----------	-------	-----

- 3 * CHK VLV IRON 6" FLG BLTD CAP CLS 125 758.660 2275.98 (1)
CRV373-6 (6310)
- 3 CHK VLV IRON 8" FLG BLTD CAP CLS 125 1514.970 4544.91 (2)
CRV373-8 (6311)
- 3 * GATE VLV CI 6" FLG RS OS/Y 748.300 2244.90 (3)
CRV46512-6 (6276)
- 6 * GATE VLV CI 8" FLG RS OS/Y 1333.170 7999.02 (4)
CRV46512-8 (6277)
ALT IN MILWAUKEE
- 3 * CHK VLV 6" CI HOR SWG FLG 125SWP/200W 687.940 2063.82 (6)
MIVF2974M-6 (477116)
THIS PRODUCT CONTAINS LEAD
- 3 * CHK VLV 8" CI HOR SWG FLG 125SWP/200W 1295.330 3885.99 (7)
MIVF2974M-8 (673538)
- 3 * GATE VLV CI 6" FLG OSD SCRW YKE/IBBM 711.040 2133.12 (8)
MIVF2885M-6 (477107)
THIS PRODUCT CONTAINS LEAD
- 6 * GATE VLV CI 8" FLG OSD SCRW YKE/IBBM 1246.300 7477.80 (9)
MIVF2885M-8 (477108)
THIS PRODUCT CONTAINS LEAD
YOU CAN GO TO CRANES WEB SITE AS WELL
AS MILWAUKEES WEBSITE TO GET THE SPECS

Sub Total: 32625.54
Tax: 0.00
Total: 32625.54



Bid Proposal for KKW Clow Gate Valve Prices

NOTES	CONTACT	CUSTOMER
	<p>Sales Representative Michael Sterling (M) 207-939-4915 (T) 207-464-0585 (F) 207-854-2644 Michael.Sterling@CoreandMain.com</p>	<p>Job KKW Clow Gate Valve Prices Bid Date: 02/01/2019 Bid #: 826194</p>
	<p>Core & Main 29 Eisenhower Dr Westbrook, ME 04092 (T) 207-464-0585</p>	



Bid Proposal for KKW Clow Gate Valve Prices

KENNEBUNK KENNEBUNKPORT WELLS
Bid Date: 02/01/2019
Core & Main 826194

Core & Main
29 Eisenhower Dr
Westbrook, ME 04092
Phone: 207-464-0585
Fax: 207-854-2644

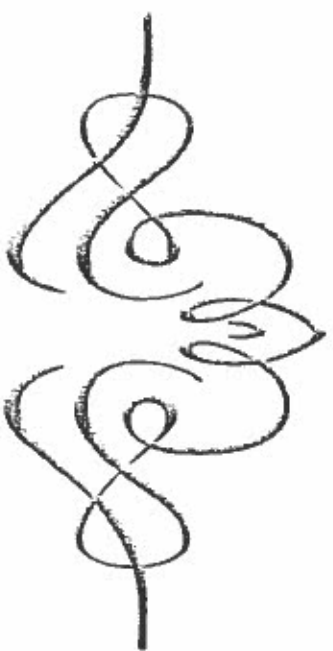
Seq#	Qty	Description	Units	Price	Ext Price
10	3	6" CHECK VALVE	EA	4,052.33	12,156.99
20	3	8" CHECK VALVE	EA	6,141.87	18,425.61
30	3	6" FLG OSY RW	EA	1,511.63	4,534.89
40	3	8" FLG OSY RW	EA	2,209.31	6,627.93
50	12	6" FLG ACC PACK	EA	18.60	223.20
60	12	8" FLG ACC PACK	EA	19.20	230.40
				Sub Total	42,199.02
				Tax	0.00
				Total	42,199.02

Branch Terms:

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES UPON THIRTY (30) CALENDAR DAYS' NOTICE TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/landC/>



Agenda Item Divider



12

AGREEMENT

124 Ocean Avenue LLC ("124 OA"), the owner of property at 124 Ocean Avenue in Kennebunkport, York County, Maine (the "Property"), in consideration of the Town of Kennebunkport (the "Town") allowing certain improvements adjacent to the Property, to be located within the bounds of Ocean Avenue, hereby agrees as follows:

1. 124 OA will make improvements to the existing deck which is located within the bounds of the Ocean Avenue right-of-way in accordance with the Plan approved by the Board of Selectmen at its meeting on February 14, 2019 and attached hereto as Exhibit A. 124 OA agrees that there will be no material changes to the deck improvements depicted on the Plan (other than removing any of the improvements) without the prior written approval of the Board of Selectmen.
2. 124 OA understands and agrees that it is responsible for the maintenance and upkeep of the improvements within the bounds of Ocean Avenue and that the Town has no responsibility for any such maintenance and upkeep. 124 OA further understands that the Town may damage some of the improvements in the process of winter snowplowing or other road maintenance and 124 OA agrees that the Town will have no responsibility or liability whatsoever for the repair of any such damage.
3. 124 OA agrees that it has not acquired any rights in or to any portion of Ocean Avenue on which the deck improvements have been located, and further acknowledges that, by virtue of the Board of Selectmen's decision under this Agreement to allow the deck improvements within the bounds of Ocean Avenue, 124 OA shall not acquire any rights in or to any portion of Ocean Avenue on which the improvements are or have been located. 124 OA understands and agrees that the Town shall have the right to require that 124 OA remove any or all of the improvements within the bounds of Ocean Avenue, upon sixty (60) days written notice to 124 OA.
4. 124 OA shall maintain general liability in amounts sufficient to protect itself against risks associated with this Agreement. 124 OA shall indemnify, defend and hold harmless the Town from any and all claims arising from 124 OA's performance under this Agreement, which obligation shall survive the termination of this Agreement.
5. 124 OA agrees that this Agreement shall be recorded in the York County Registry of Deeds, with reference to the Deed of the Property to 124 OA dated January 3, 2019 and recorded in the York County Registry of Deeds in Book 17874, Page 1.
6. The terms and conditions of this Agreement shall be binding upon 124 OA and its successors and assigns.

IN WITNESS WHEREOF, 124 Ocean Avenue LLC has caused this instrument to be executed by Shiva Natarajan, its Manager, therunto duly authorized, this ____ day of _____, 2019.

WITNESS:

124 Ocean Avenue LLC

By: _____

Shiva Natarajan, Manager

STATE OF MAINE
YORK, ss.

_____, 2019

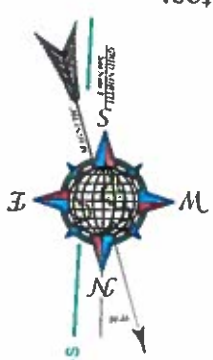
Then personally appeared the above-named Shiva Natarajan, Manager of 124 Ocean Avenue LLC, and acknowledged the foregoing instrument to be her free act and deed in his said capacity and the free act and deed of said company.

Before me,

Notary Public/ Maine Attorney-at-Law

Printed Name: _____

My Commission expires: _____



Notes:

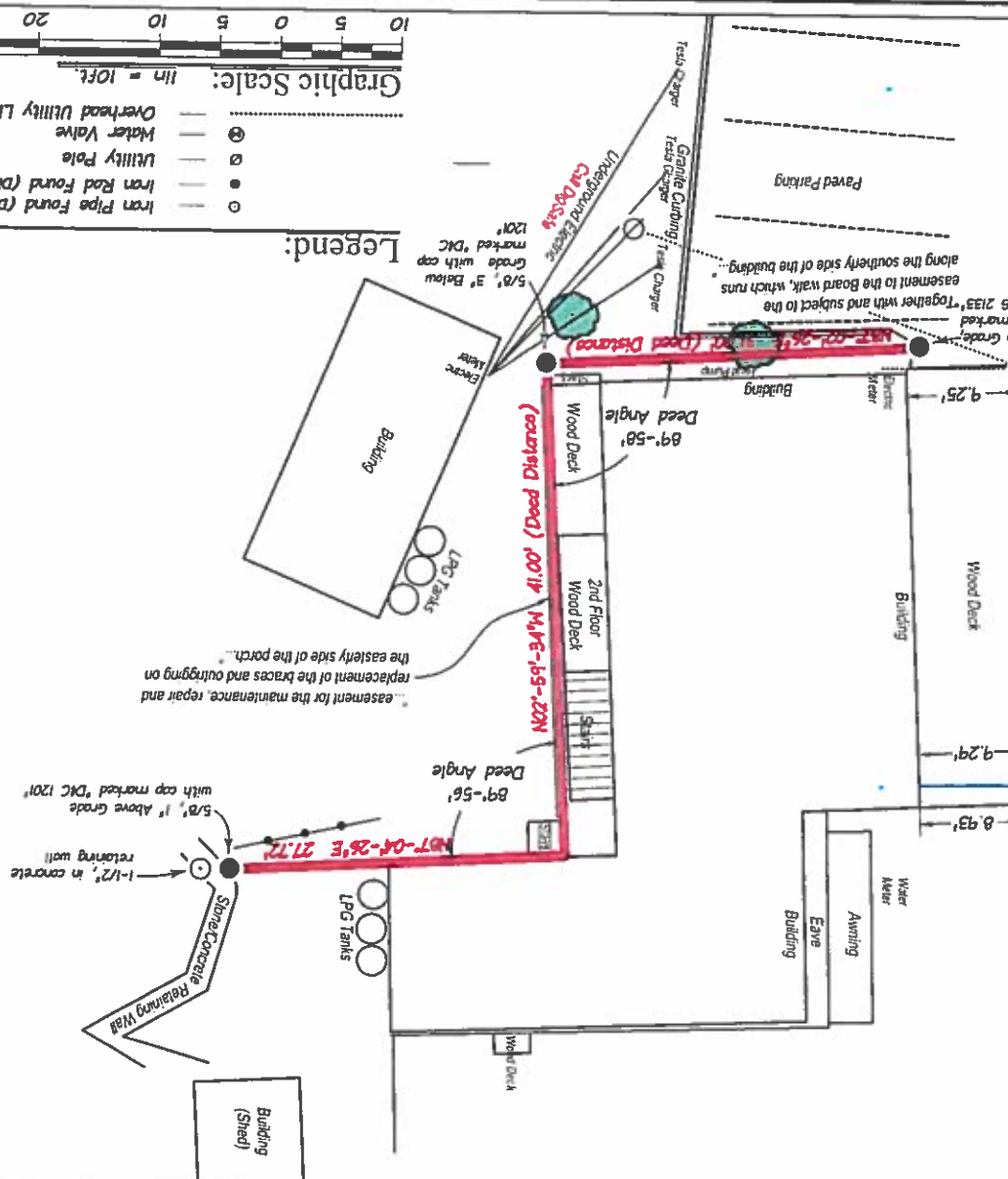
- 1. Deed Reference:**
 - a. Mabel Hanson to MBS J.J. Inc. dated March 31, 1997 and recorded at the York County Registry of Deeds in book 6207, page 137
 - b. Part Lobster Co., Inc. to A & W, LLC dated April 15, 2016 and recorded at the York County Registry of Deeds in book 17216, page 515
- 2. Plan Reference:**
 - a. Site plan is based on a partial survey plan provided by Lassel Architects PA
- 3. Basis of Bearings:**

Bearings shown hereon are Grid North and refer to the Maine State Plane Coordinate System, NAD83, Zone 18N, FIPS Zone 1002, North American Datum 1983, Unit: Feet. Determined utilizing a Leica GS14 RTK GPS Unit (Real Time Kinematic Global Positioning System)
- 4. Certification:**

The word "certify" or "certification" as shown and used hereon means an expression of professional opinion regarding the facts of the survey and does not constitute a warranty or guarantee, expressed or implied
- 5. Underground Utilities:**

No attempt has been made as a part of this boundary survey to obtain or show data concerning existence, size, depth, location, capacity, or location of any underground utility, municipal or public service. For information concerning these utilities or facilities please contact the appropriate agencies.
- 6. Abutter Lines:**

The abutter lines shown hereon are for reference purposes only. Any conflicts between the abutter lines shown hereon and existing monumentation should be resolved with a boundary survey, no assumptions should be made based on these abutter lines.



Graphic Scale: 1 in = 10 ft.

Legend:

- Iron Pipe Found (Dimensions Labeled on Plan)
- Iron Rod Found (Dimensions Labeled on Plan)
- Utility Pole
- Overhead Utility Lines

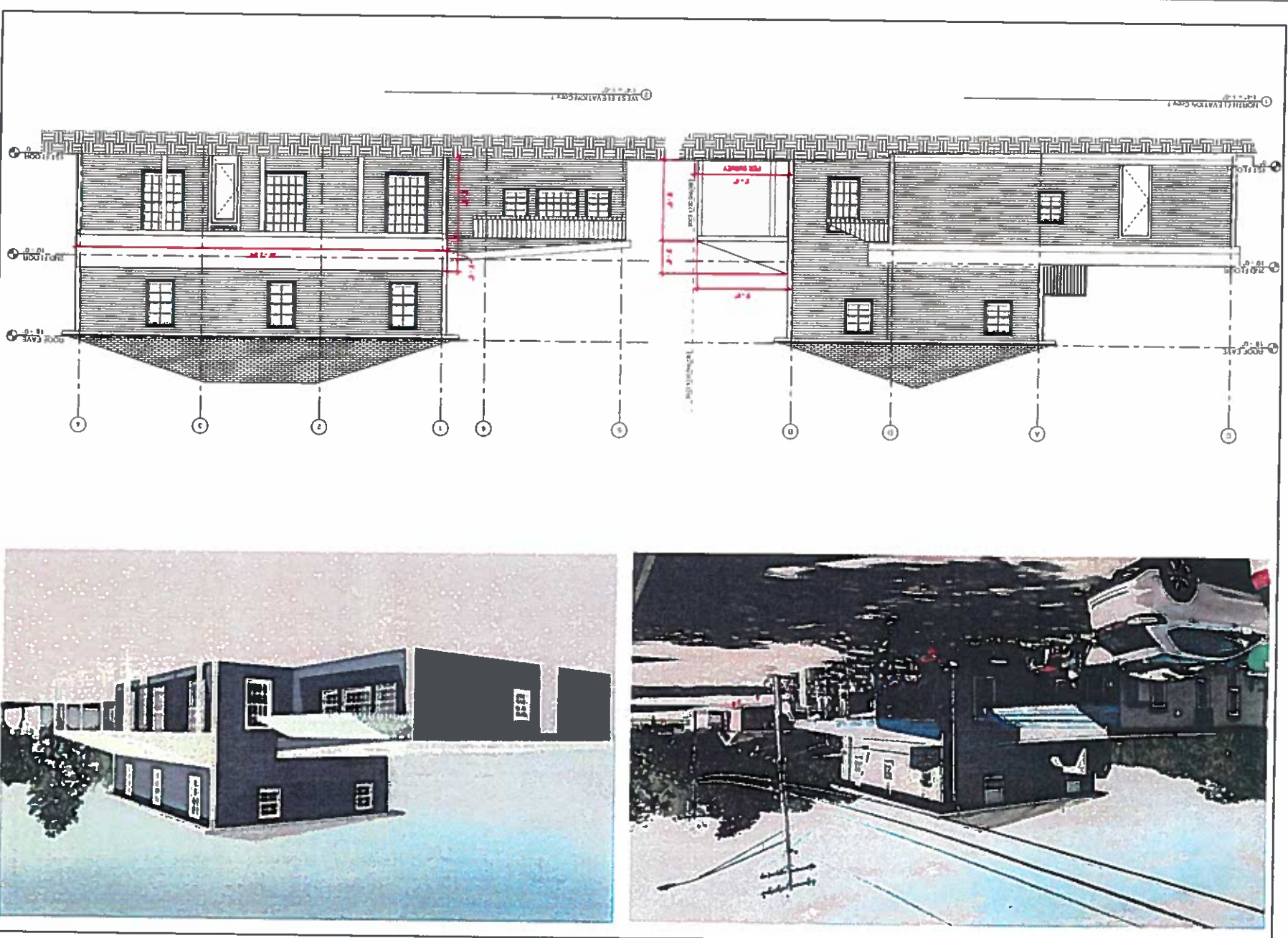
Corner Post Land Surveying, Inc.
600 Main Street, Saco, Maine 04083
Voice: (207) 324-2119 Fax: (207) 350-3946
Email: cps@cornerpostsurveyors.com



Site Plan For
124 Ocean Avenue LLC
Shiva Natarajan
P.O. Box 630
Kittery, Maine 03904

Ocean Avenue in Kennebunkport, Maine
Scale 1 in. = 10 ft. - January 17 2019 Job# 2018162

Dana A. Libby - PLS 1350 01-23-2019



2019年12月10日
 2019年12月10日
 2019年12月10日

A1.3

EX1. CANOPY	
PCN 6	100 x 100
Material	Concrete
Drainage	100 x 100
Access Type	Concrete
Notes	100 x 100

ATTACHED

Mable's Kennebunkport
existing building renovation
124 Ocean Ave., Kennebunkport, ME 04046

Copy
Ocean Ave. Kew-Forest, N.Y. 11415

100





Agenda Item Divider



13

PORTER HOLDINGS, INC.

149 Epping Road
Suite 2A
Exeter, NH 03833

February 4, 2019

Via Hand Delivery

Laurie A. Smith, Town Manager
Town of Kennebunkport
P.O. Box 56
6 Elm Street
Kennebunkport, ME 04046

Re: Town Acceptance of Reid Lane

Dear Ms. Smith:

As President of Porter Holdings, Inc., owner of Reid Lane, which serves the Wallace Woods Subdivision, I am writing to request that the Kennebunkport Board of Selectmen start the necessary process to accept Reid Lane as a public way so that this matter can be put on the June 2019 warrant for a vote by the Town residents. Enclosed in connection with this request are the following:

1. Snow dump easement deed from Mark J. Rogers and Alison S. Rogers to Wallace Woods Homeowners Association dated September 7, 2018 and recorded in Book 17797, Page 330, York Registry;
2. Corrective warranty deed from Porter Holdings, Inc. to Christos M. Cotsakos and Hannah B. Cotsakos, Trustees, dated September 19, 2018 and recorded in Book 17815, Page 907, York Registry (this deed reserves a snow dump easement in favor of Porter Holdings, Inc.);
3. Snow dump easement deed from Kathleen a. Kneram and David W. Kneram to Wallace Woods Homeowners Association, dated October 2, 2018 and recorded in Book 17820, Page 837, York Registry;
4. Snow dump easement deed from Nicholas Phillips and Judith Phillips to Wallace Woods Homeowners Association, dated October 19, 2018 and recorded in Book 17827, Page 259, York Registry; and

5. Sebago Technics Plan last revised October 1, 2018 showing the snow dump easement locations on the respective lots.

I can also provide a legal description of Reid Lane if you need it at this point. Our request for acceptance by the Town includes Reid Lane, sidewalks, underground utilities and street lights.

Porter Holdings, Inc. did everything that was requested of it through the Planning Board process; built the road to town specifications, had all of its engineering work peer reviewed, passed all inspections related to the infrastructure and received final plan approval on August 5, 2015. Thereafter, Porter Holdings, Inc., in good faith, incurred significant engineering, legal, survey and construction costs in creating on paper, and on the ground, snow dump easements to accommodate the requests of the Town Highway Department in anticipation of Town acceptance of the road. We did the work, and incurred the expense with the reasonable expectation that Reid Lane would be put to a vote for acceptance; otherwise the work performed and expense incurred would have been unnecessary. Additionally, the owners of homes in the subdivision, particularly those whose lots are now burdened by the snow dump easements, have experienced significant disruption accommodating the work that was done. There is some landscaping and paving remaining to be done which did not get done because of the onset of cold weather. That work will be done in the Spring in coordination with the Department of Public Works.

I was informed that this formal request needed to be submitted by February 14, 2019 and I am getting it to you well in advance of that date so there will be time to provide you additional information or clarification, if needed, to be ready for the Selectman's meeting at which the acceptance will be considered. Please let me know if you need anything further.

Very truly yours,



Turner Porter, President
Porter Holdings, Inc.

cc: Daniel T. Rush, Esq.

After recording return to:
Daniel T. Rush, P.A.
124 Fletcher Street
Kennebunk, ME 04043

2pg → Space Above This Line For Recording Data

EASEMENT DEED

MARK J. ROGERS and ALISON S. ROGERS (the "Grantors"), owners of premises described in a deed from Robert W. Reid and Janice M. Reid dated September 7, 2018, to be recorded, said premises being a portion of the premises as shown on Final Subdivision Plan of Wallace Woods, approved by the Kennebunkport Planning Board on August 7, 2015 and recorded in Plan Book 377, Page 26, York Registry ("the Plan"), GRANT to WALLACE WOODS HOMEOWNERS ASSOCIATION, a Maine Nonprofit Corporation, (the "Grantee") with a mailing address of 124 Fletcher Street, Kennebunk, Maine 04043, a perpetual Easement on, over and across the premises described, and for the purposes set forth in Exhibit A attached hereto and incorporated herein.

SEE EXHIBIT "A" ATTACHED HERETO
AND INCORPORATED HEREIN

This Easement shall be binding upon, and shall inure to the benefit of, the heirs, successors and assigns of the Grantors and the Grantee.

IN WITNESS WHEREOF, the said MARK J. ROGERS and ALISON S. ROGERS, have executed this instrument this 7th day of SEPTEMBER, 2018.

Witness
[Signature]

MARK J. ROGERS

Witness
[Signature]

ALISON S. ROGERS

STATE OF MAINE
COUNTY OF YORK

SEPTEMBER 7, 2018

Then personally appeared the above-named MARK J. ROGERS and ALISON S. ROGERS and acknowledged the foregoing instrument to be their free act and deed.

Before me,
[Signature]
Notary Public/Attorney-at-Law
Print Name: DANIEL T. RUSH

**EXHIBIT A – EASEMENT DEED
ROGERS TO WALLACE WOODS HOMEOWNERS ASSOCIATION**

EASEMENT AREA

A certain lot or parcel of land in Kennebunkport, Maine;

Commencing at an existing 5/8-inch rebar with plastic cap inscribed "STI PLS 2009" at the northwest corner of land of Robert W. Reid and Janice M. Reid, as described in a deed recorded at the York County Registry of Deeds (YCRD) in Book 5317, Page 43 and Lot 7 as depicted on the referenced plan;

Thence S 74°07'12" E, a distance of 52.80 feet to the Point of Beginning;

Thence S 78°22'48" E, along land of Reid, et ux, a distance of 50.00 feet to a point;

Thence S 11°37'12" W, through land of Reid, et ux, a distance of 15.00 feet to a point;

Thence N 78°22'48" W, through land of Reid, et ux, a distance of 50.00 feet to a point;

Thence N 11°37'12" E, through land of Reid, et ux, a distance of 15.00 feet to the Point of Beginning.

The proposed Easement Area contains approximately 750 square feet.

Bearings herein are based on Grid North, Maine State Plane Coordinate System, West Zone 1802, NAD83.

PURPOSE OF EASEMENT

The purpose of the Easement hereby granted is for the construction and maintenance thereafter of improvements to the Easement Area, and the storage of snow and drainage of melting snow, in conjunction with the WALLACE WOODS HOMEOWNERS ASSOCIATION'S plowing, upkeep and maintenance of Reid Lane as shown on the Plan. Construction of said improvements shall be at the sole cost and expense of WALLACE WOODS HOMEOWNERS ASSOCIATION and shall be in accordance with plans prepared by the Town of Kennebunkport and/or WALLACE WOODS HOMEOWNERS ASSOCIATION. Grantee's agents, contractors and employees, may enter upon Grantors' premises, including areas directly adjacent to the Easement Area, if necessary, using men, machinery and equipment to construct the necessary improvements.

The construction, maintenance and repair of the improvements, and use of the Easement Area thereafter, shall be carried out in such a manner as to minimize any disturbance of Grantors' use and enjoyment of Grantors' premises, provided further that following construction of the improvements on Grantors' premises, and use for storage and drainage, and any subsequent maintenance or repair thereof, Grantee shall promptly restore any disturbed area of Grantors' premises adjacent to the Easement Area as reasonably possible to the condition as existed prior to such disturbance. Grantee shall be responsible for any required permits for the work contemplated.

This Easement is appurtenant to, and intended to be for the benefit of Grantee's ownership of Reid Lane and shall run with the land and be binding on Grantors and Grantee and their heirs, successors and assigns.

After recording return to:
Matthew J. Williams, Esq.
Hodson & Ayer
56 Portland Road
Kennebunk, ME 04043

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CORRECTIVE WARRANTY DEED
(Maine Short Form)

PORTER HOLDINGS, INC., a Maine corporation with a mailing address of 32 Factory Cove Road, Boothbay Harbor, ME 04575, for consideration paid, grants to CHRISTOS M. COTSAKOS and HANNAH B. COTSAKOS, Trustees of the Christos M. Cotsakos Trust U/T/A September 30, 2010 (a one-half interest) and HANNAH B. COTSAKOS and CHRISTOS M. COTSAKOS, Trustees of the Hannah B. Cotsakos Trust U/T/A September 30, 2010 (a one-half interest), whose mailing address is 121 Abundance Drive, Palm Beach Gardens, Florida 33410, as Tenants in Common, with WARRANTY COVENANTS, the premises located in Kennebunkport, York County, Maine, bounded and described as follows:

SEE "EXHIBIT A" ATTACHED HERETO
AND INCORPORATED HEREIN

IN WITNESS WHEREOF, the said W. Turner Porter, Jr., President of PORTER HOLDINGS, INC. has executed this instrument this 19th day of Sept, 2018.


WITNESS


PORTER HOLDINGS, INC.

By: W. Turner Porter, Jr.
Its: President

STATE OF New Hampshire
COUNTY OF Rockingham

Sept. 19, 2018

Then personally appeared the above-named W. Turner Porter, Jr., President of PORTER HOLDINGS, INC. and acknowledged the foregoing instrument to be his free act and deed in his said capacity.

DEBRA A. KLICK
Notary Public - New Hampshire
My Commission Expires January 24, 2023

Before me,

Notary Public
Printed Name: Debra A. Klick

No Transfer Tax

**EXHIBIT A – CORRECTIVE WARRANTY DEED
LOT 6 WALLACE WOODS
PORTER HOLDINGS, INC. to CHRISTOS M. COTSAKOS AND HANNAH B.
COTSAKOS, TRUSTEES**

A certain lot or parcel of land with any improvements thereon situated in Kennebunkport, York County, Maine, and being further shown and delineated as Lot Number six (6) on a Plan entitled “Final Subdivision Plan of Wallace Woods North Street, Kennebunkport, ME 04046 for Turner Porter” revised through May 22, 2015, prepared by Sebago Technics, approved by the Town of Kennebunkport Planning Board on August 5, 2015 and recorded at the York County Registry of Deeds in Plan Book 377, Page 26, York Registry (“the Plan”).

Also conveyed herewith is a right of way for ingress and egress and an easement for the installation, maintenance, and repair of utilities, in common with others, on, over and across the fifty (50) foot right of way, as shown on said Plan, including the extension of the road to the bound of the fee premises herein conveyed.

The above-conveyed lot is subject to all of the terms, conditions, restrictions and easements as set forth on the above-referenced Plan.

The above-conveyed lot is also subject to the Declaration of Covenants and Restrictions executed by W. Turner Porter, Jr. as President of Porter Holdings, Inc. dated September 2, 2015 and recorded in said Registry in Book 17092, Page 810 and further amendments thereto duly authorized from time to time.

The above conveyed lot is further subject to a Road Maintenance Agreement with respect to the private right of way recorded on December 29, 2017 in Book 17635, Page 466, York Registry.

Being a portion of the premises conveyed to Porter Holdings, Inc. by Warranty Deed of Virginia F. Reid dated September 8, 2015 and recorded in the York County Registry of Deeds in Book 17092, Page 797 and Trustees’ Deed of Virginia F. Reid and Alice R. Moisen, Co-Trustees of the Wallace E. Reid Credit Shelter Trust dated September 8, 2015 and recorded at the York County Registry of Deeds in Book 17092, Page 803.

The above premises are conveyed subject to the following Easement HEREBY RESERVED:

EASEMENT AREA – 1.016

Beginning at an existing 5/8-inch rebar, 12-inches above grade at the northeast corner of land now or formerly of Janice M. Reid, as described in a deed recorded at the York County Registry of Deeds (YCRD) in Book 16839, Page 932 and land now or formerly of Porter Holdings, Inc., as described in a deed recorded at the YCRD in Book 17092, Page 803, being Lot 6 on the above referenced Plan;

Thence N 11°37'12" E, along Lot 6, a distance of 15.00 feet to a point;

Thence N 86°09'31" E, through Lot 6, a distance of 33.42 feet to a point;

Thence S 20°40'41" E, through Lot 6, a distance of 20.00 feet to a point;

Thence S 69°19'19" W, through Lot 6, a distance of 40.00 feet to a point at land now or formerly of Janice Reid;

Thence N 20°40'41" W, along land now or formerly of Janice Reid, a distance of 17.00 feet to the Point of Beginning.

The Easement Area contains approximately 982 square feet.

Grantees may relocate the Easement Area to a more suitable location on Lot 6 in Grantees' discretion, provided that the Easement Area remains approximately the same size and is accessible to snow removal equipment.

Bearings herein are based on Grid North, Maine State Plane Coordinate System, West Zone 1802, NAD83.

PURPOSE OF EASEMENT

The purpose of the Easement hereby reserved is for the storage of snow and drainage of melting snow, in conjunction with plowing, upkeep and maintenance of the private right of way easterly of the cul de sac shown on the Plan as "PRIVATE R.O.W., 9,145 S.F., 0.21 AC" (the "Private ROW"), along with the construction and maintenance thereafter of improvements to the Easement Area related to such use. Snow plowed or placed in the Easement Area shall strictly be limited to snow plowed or removed from the Private ROW and shall not include snow plowed or removed from the remainder of the fifty (50) foot right of way shown on said Plan

Construction of said improvements shall be at the sole cost and expense of Porter Holdings, Inc. and shall be limited to improvements necessary for the drainage of melting snow. Porter Holdings, Inc. and its agents, contractors and employees, may enter upon Grantees' premises, including areas directly adjacent to the Easement Area, if necessary, using men, machinery and equipment to construct the necessary improvements. The construction, maintenance and repair of the improvements, and use

of the Easement Area thereafter, shall be carried out in such a manner as to minimize any disturbance of Grantees' use and enjoyment of Grantees' premises, provided further that following construction of the improvements on Grantees' premises, and use for storage, and drainage, and any subsequent maintenance or repair thereof, Porter Holdings, Inc. shall promptly restore any disturbed area of Grantees' premises adjacent to the Easement Area as reasonably possible to the condition as existed prior to such disturbance.

The cost of any remediation of Lot 6 necessitated by the utilization of the Easement Area shall be borne equally by the owners of Lot 6 and Lot 5, and the owners of the Robert and Janice Reid premises shown on the Plan in accordance with the aforesaid Road Maintenance Agreement recorded on December 29, 2017 in Book 17635, Page 466, York Registry. By acceptance of this deed, Grantees acknowledge that the Road Maintenance Agreement may be amended to specifically include responsibility for the upkeep, maintenance and repair of the Easement Area.

This Easement is appurtenant to, and intended to be for the benefit of the Private ROW, shall run with the land and be binding on Grantor and Grantees and their heirs, successors and assigns.

The purpose of this Corrective Warranty Deed is to correct a scrivener's error in that the Deed dated August 23, 2018 and recorded in Book 17786, Page 167, York Registry conveyed the property to "Christos M. Cotsakos and Hannah B. Cotsakos, Trustees of the Hannah B. Cotsakos Trust U/T/A September 30, 2010 (a one-half interest) and to Hannah B. Cotsakos and Christos M. Cotsakos, Trustees of the Hannah B. Cotsakos Trust U/T/A September 30, 2010 (a one-half interest)" but the deed should have read and the grantees were intended to be "Christos M. Cotsakos and Hannah B. Cotsakos, Trustees of the Christos M. Cotsakos Trust U/T/A September 30, 2010 (a one-half interest) and Christos M. Cotsakos and Hannah B. Cotsakos, Trustees of the Hannah B. Cotsakos Trust U/T/A September 30, 2010 (a one-half interest)".

2p-1
After recording return to:
Daniel T. Rush, P.A.
124 Fletcher Street
Kennebunk, ME 04043

Space Above This Line For Recording Data _____

EASEMENT DEED

KATHLEEN A. KNERAM and DAVID W. KNERAM, (the "Grantors"), owners of Lot 2 as shown on Final Subdivision Plan of Wallace Woods, approved by the Kennebunkport Planning Board on August 7, 2015 and recorded in Plan Book 377, Page 26, York Registry ("the Plan"). GRANT to WALLACE WOODS HOMEOWNERS ASSOCIATION, a Maine Nonprofit Corporation, (the "Grantee"), with a mailing address of 124 Fletcher Street, Kennebunk, Maine 04043, a perpetual Easement on, over and across the premises described, and for the purposes set forth in Exhibit A attached hereto and incorporated herein.

SEE EXHIBIT "A" ATTACHED HERETO
AND INCORPORATED HEREIN

This Easement shall be binding upon, and shall inure to the benefit of, the heirs, successors and assigns of the Grantors and the Grantee.

IN WITNESS WHEREOF, the said KATHLEEN A. KNERAM and DAVID W. KNERAM, have executed this instrument this 2nd day of OCTOBER, 2018.

WITNESS
[Signature]
KATHLEEN A. KNERAM
[Signature]
DAVID W. KNERAM

STATE OF MAINE
COUNTY OF YORK
OCTOBER 2, 2018

Then personally appeared the above-named KATHLEEN A. KNERAM and DAVID W. KNERAM and acknowledged the foregoing instrument to be their free act and deed.

Before me,
[Signature]
Notary Public Attorney-at-Law
Print Name: DANIEL T. RUSH

**EXHIBIT A – EASEMENT DEED
KNERAM TO WALLACE WOODS HOMEOWNERS ASSOCIATION**

EASEMENT AREA

Beginning at a 4-inch x 4-inch granite monument to be set at a point of tangency and the common lot corner of Lot 2 and Lot 3 on the northerly side of Reid Lane;

Thence N 69°26'20" W, along Reid Lane a distance of 21.45 feet to a point;

Thence N 20°33'40" E, through Lot 2 being land now or formerly of Kathleen A. Kneram and David W. Kneram, as described in a deed recorded at the York County Registry of Deeds (YCRD) in Book 17696, Page 39, a distance of 11.54 feet to a point;

Thence S 69°26'20" E, through Lot 2, a distance of 17.73 feet to a point on the common property line of Lot 2 and Lot 3;

Thence S 02°41'14" W, along the common lot line of Lot 2 and Lot 3, a distance of 12.12 feet to the Point of Beginning.

The proposed snow dump easement contains approximately 226 square feet.

PURPOSE OF EASEMENT

The purpose of the Easement hereby granted is for the construction and maintenance thereafter of improvements to the Easement Area, and the storage of snow and drainage of melting snow, in conjunction with the WALLACE WOODS HOMEOWNERS ASSOCIATION'S plowing, upkeep and maintenance of Reid Lane as shown on the Plan. Construction of said improvements shall be at the sole cost and expense of WALLACE WOODS HOMEOWNERS ASSOCIATION and shall be in accordance with plans prepared by the Town of Kennebunkport and/or WALLACE WOODS HOMEOWNERS ASSOCIATION. Grantee's agents, contractors and employees, may enter upon Grantors' premises, including areas directly adjacent to the Easement Area, if necessary, using men, machinery and equipment to construct the necessary improvements.

The construction, maintenance and repair of the improvements, and use of the Easement Area thereafter, shall be carried out in such a manner as to minimize any disturbance of Grantors' use and enjoyment of Grantors' premises, provided further that following construction of the improvements on Grantors' premises, and use for storage and drainage, and any subsequent maintenance or repair thereof, Grantee shall promptly restore any disturbed area of Grantors' premises adjacent to the Easement Area as reasonably possible to the condition as existed prior to such disturbance. Grantee shall be responsible for any required permits for the work contemplated.

This Easement is appurtenant to, and intended to be for the benefit of Grantee's ownership of Reid Lane and shall run with the land and be binding on Grantors and Grantee and their heirs, successors and assigns.

207 After recording return to:
Daniel T. Rush, P.A.
124 Fletcher Street
Kennebunk, ME 04043

Space Above This Line For Recording Data

EASEMENT DEED

NICHOLAS PHILLIPS and JUDITH PHILLIPS, (the "Grantors"), owners of Lot 3 as shown on Final Subdivision Plan of Wallace Woods, approved by the Kennebunkport Planning Board on August 7, 2015 and recorded in Plan Book 377, Page 26, York Registry ("the Plan"), GRANT to WALLACE WOODS HOMEOWNERS ASSOCIATION, a Maine Nonprofit Corporation, (the "Grantee"), with a mailing address of 124 Fletcher Street, Kennebunk, Maine 04043, a perpetual Easement on, over and across the premises described, and for the purposes set forth in Exhibit A attached hereto and incorporated herein.

SEE EXHIBIT "A" ATTACHED HERETO
AND INCORPORATED HEREIN

This Easement shall be binding upon, and shall inure to the benefit of, the heirs, successors and assigns of the Grantors and the Grantee.

IN WITNESS WHEREOF, the said NICHOLAS PHILLIPS and JUDITH PHILLIPS, have executed this instrument this 17 day of October, 2018.

Witness
Daniel M. M...

NICHOLAS PHILLIPS

Witness
Daniel M. M...

JUDITH PHILLIPS

STATE OF MAINE
COUNTY OF YORK

October 19, 2018

Then personally appeared the above-named NICHOLAS PHILLIPS and JUDITH PHILLIPS and acknowledged the foregoing instrument to be their free act and deed.

Before me,

Daniel M. M...
Notary Public/Attorney-at-Law
Print Name: DANIEL T. RUSH

No R.E. Transfer Tax Paid

**EXHIBIT A – EASEMENT DEED
PHILLIPS TO WALLACE WOODS HOMEOWNERS ASSOCIATION**

EASEMENT AREA

Beginning at a 4-inch x 4-inch granite monument to be set at a point of tangency and the common lot corner of Lot 2 and Lot 3 on the northerly side of Reid Lane;

Thence N 02°41'14" E, along the common property line of Lot 3 and Lot 2, a distance of 12.12 feet to a point;

Thence S 69°26'20" E, through Lot 3, being land now or formerly of Nicholas and Judith Phillips, as described in a deed recorded at the York County Registry of Deeds (YCRD) in Book 17140, Page 874, a distance of 24.79 feet to a point on a tangent curve at Reid Lane;

Thence along a tangent curve concave to the northwest and Reid Lane as described by the following curve elements: having a radius of 25.00 feet, an arc length of 25.05 feet and a chord which bears S 81°51'06" W, a distance of 24.02 feet to the Point of Beginning.

The proposed snow dump easement contains approximately 193 square feet.

PURPOSE OF EASEMENT

The purpose of the Easement hereby granted is for the construction and maintenance thereafter of improvements to the Easement Area, and the storage of snow and drainage of melting snow, in conjunction with the WALLACE WOODS HOMEOWNERS ASSOCIATION'S plowing, upkeep and maintenance of Reid Lane as shown on the Plan. Construction of said improvements shall be at the sole cost and expense of WALLACE WOODS HOMEOWNERS ASSOCIATION and shall be in accordance with plans prepared by the Town of Kennebunkport and/or WALLACE WOODS HOMEOWNERS ASSOCIATION. Grantee's agents, contractors and employees, may enter upon Grantors' premises, including areas directly adjacent to the Easement Area, if necessary, using men, machinery and equipment to construct the necessary improvements.

The construction, maintenance and repair of the improvements, and use of the Easement Area thereafter, shall be carried out in such a manner as to minimize any disturbance of Grantors' use and enjoyment of Grantors' premises, provided further that following construction of the improvements on Grantors' premises, and use for storage and drainage, and any subsequent maintenance or repair thereof, Grantee shall promptly restore any disturbed area of Grantors' premises adjacent to the Easement Area as reasonably possible to the condition as existed prior to such disturbance. Grantee shall be responsible for any required permits for the work contemplated.

This Easement is appurtenant to, and intended to be for the benefit of Grantee's ownership of Reid Lane and shall run with the land and be binding on Grantors and Grantee and their heirs, successors and assigns.



Agenda Item Divider



14
Laurie Smith

From: Joe Burk <jwb606@yahoo.com>
Sent: Friday, February 08, 2019 12:58 PM
To: Laurie Smith
Subject: Great Food Truck Race - Kennebunkport

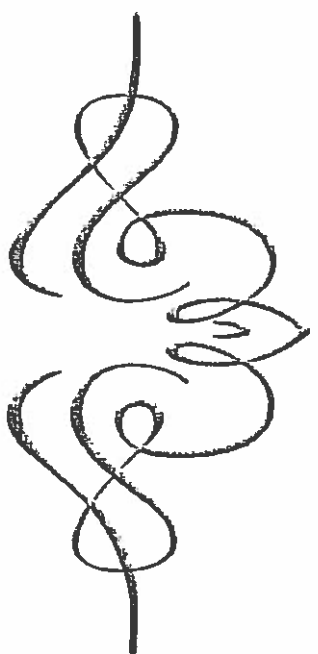
Hi Laurie,
Sorry for the delay in getting this to you, but we would love to film a segment of the Food Network show "Great Food Truck Race" in the Town of Kennebunkport on February 19th and/or 20th. This would be in the premier episode of our holiday season and the small town charm of Dock Square would be the perfect setting to kick off the competition. What we are looking for in this request would be permission to allow our food trucks to temporarily park and sell food to the public as part of the TV Show. We would also like to film some beauty shots of the town with our host Tyler Florence.

Since this is our first episode of Season 11, we would have all 5 food trucks in the town and selling to the public. As we are still working out the creative of the episode and the logistics of filming with our food trucks in the snowy winter conditions, the times are TBD. We would assume that the food trucks would be up and selling by approx 10am on February 19th until approx. 5:00pm. If we decide to only allow them to sell at Dock Square on February 20th, our times would be from approx. 9am until 2pm.

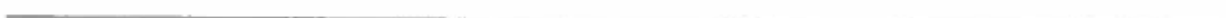
Please let me know if you have any questions or need anything from us. We would provide a certificate of insurance naming the Town of Kennebunkport additionally insured as well as any other entities you require.

Thank for your time and I look forward to speaking with you soon.

Joe Burk
Co-Executive Producer
Great Food Truck Race
Critical Content / Food Network
(213) 725-2004



Agenda Item Divider

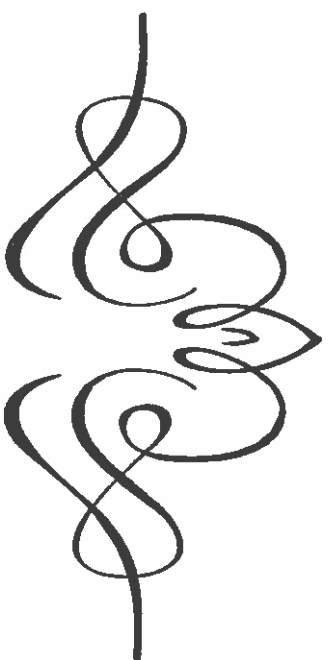


Goose Rocks Beach Sticker Fees

Year	Resident	Non-Resident		
	Seasonal	Daily	Weekly	Seasonal
2002	\$3.00	\$5.00	\$20.00	\$50.00
2003	\$3.00	\$5.00	\$20.00	\$50.00
2004	\$3.00	\$5.00	\$20.00	\$50.00
2005	\$3.00	\$5.00	\$20.00	\$50.00
2006	\$4.00	\$6.00	\$25.00	\$50.00
2007	\$4.00	\$6.00	\$25.00	\$50.00
2008	\$4.00	\$6.00	\$25.00	\$50.00
2009	\$4.00	\$12.00	\$50.00	\$100.00
2010	\$4.00	\$12.00	\$50.00	\$100.00
2011	\$4.00	\$12.00	\$50.00	\$100.00
2012	\$4.00	\$12.00	\$50.00	\$100.00
2013	\$5.00	\$12.00	\$50.00	\$100.00
2014	\$5.00	\$12.00	\$50.00	\$100.00
2015	\$5.00	\$15.00	\$50.00	\$100.00
2016	\$5.00	\$15.00	\$50.00	\$100.00
2017	\$5.00	\$15.00	\$50.00	\$100.00
2018	\$5.00	\$15.00	\$50.00	\$100.00



Agenda Item Divider



Goose Rocks Beach Parking Sticker Rules/Regulations

Parking in the Goose Rocks Beach area is regulated during the summer season through a parking sticker program because the demand for parking far exceeds the limited number of on-street parking spaces available. Parking stickers are available for daily, weekly and seasonal use.

Kennebunkport Taxpayers

Seasonal parking stickers are available to Kennebunkport residents and taxpayers at a cost of \$5.00 per vehicle. In order to qualify for the resident sticker an individual must either pay property taxes on property in Kennebunkport or be a resident of Town and pay excise taxes to the Town on a motor vehicle registered in his/her name. Individuals paying property taxes to the Town may obtain parking stickers for more than one vehicle so long as each vehicle is registered in his/her name. Individuals seeking residential stickers shall provide a copy of the vehicle registration for each residential sticker issued. In circumstances where ownership of the property is dispersed among multiple people it is the individual's responsibility to provide proof of ownership interest to the Town. The sticker shall be permanently affixed to the lower left-hand corner of the rear window of the vehicle to which it is issued. Any sticker not permanently affixed in that location shall be considered void and a violation of these regulations and Kennebunkport Traffic and Parking Control Ordinance.

Non-Kennebunkport Taxpayers

Non-Kennebunkport taxpayers shall pay \$15.00 for daily stickers, \$50.00 for weekly stickers, and \$100.00 for seasonal stickers. Each sticker shall be permanently affixed to the lower left-hand corner of the rear window of the vehicle to which it is issued. Any sticker not permanently affixed in that location shall be considered void and a violation of these regulations and Kennebunkport Traffic and Parking Control Ordinance.

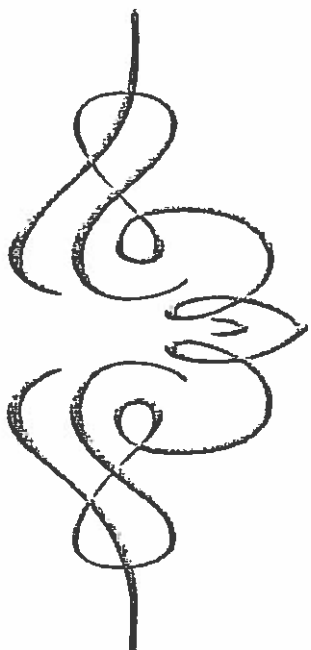
Hotels, Inns, Rental Properties and the Goose Rocks Beach General Store

Hotels, inns, owners of rental properties (including room rentals) and the Goose Rocks Beach General Store shall be allowed to purchase, for re-sale to their customers, daily and weekly stickers for \$13.00 and \$50.00 each, respectively. Stickers must be marked with a laundry marking pen or other indelible marker to show the date or dates for which they are issued, and each sticker must be permanently affixed to the lower left-hand corner of the rear window of the vehicle to which it is issued. If these conditions are not met, the sticker will be considered void. The establishment selling the sticker is responsible for recording the license plate number of the vehicle, the sticker number, the day or week for which the sticker is issued and explaining to the customer the beach and parking rules and regulations.

It shall be the policy of the Town of Kennebunkport to deny the issuance of any Goose Rocks Beach Parking Sticker to a registered vehicle that has an outstanding parking ticket(s) until said parking ticket fine(s) has been paid in full.

Adopted by the Kennebunkport Board of Selectmen on March 24, 2005 in accordance with Section 13.II of the Kennebunkport Traffic and Parking Control Ordinance.

Approved or amended January 12, 2006, November 9, 2006, June 14, 2007, November 13, 2008, May 13, 2010, and April 9, 2015, January 28, 2016, April 13, 2017, February 8, 2018



Agenda Item Divider






15

TOWN OF KENNEBUNKPORT, MAINE
- INCORPORATED 1653 -
MAINE'S FINEST RESORT

To: Board of Selectmen/Assessors

From: Becky R. Nolette, CMA, Assessors Agent 

Date: February 7, 2019

Re: Abatement – John Lucero

Attached please find the necessary paperwork for your approval of an abatement for John Lucero.

Mr. Lucero called the office stating he applied for the Homestead Exemption in February 2018 via fax. In reviewing his account, there was no homestead exemption listed. Mr. Lucero was able to provide the documentation showing that the application was sent prior to the April 1st deadline.

It is my recommendation that the abatement of \$169.95 be granted at your February 14th, 2019 meeting.

Town of Kennebunkport

Number 2018-2

Certificate of Abatement

36 M.R.S.A. § 841

2018

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

Date Granted:	February 14 th , 2019
Type of Tax:	Real Estate
Tax Year:	April 1, 2018
Amount Abated:	\$169.95
Value abated:	\$19,400
Taxpayer:	John Lucero 289 Ocean Avenue Kennebunkport, ME 04046
Location:	289 Ocean Avenue
MBL:	20/2/5A – Tax Acct.# 2818
Reason:	Homestead Exemption

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

Date: February 14th, 2019

Patrick A. Briggs

Stuart Barwise

Allen A. Daggett

Board of Assessors/Selectmen

Edward W. Hutchins

Sheila Matthews-Bull

TRANSMISSION VERIFICATION REPORT

TIME : 02/20/2018 10:26
NAME : NEPC
FAX : 16178895309
TEL :
SER.# : 000K1N133949

DATE, TIME	02/20 10:25
FAX NO./NAME	2079678470
DURATION	00:00:27
PAGE(S)	01
RESULT	OK
MODE	STANDARD
	ECM

2-20-18

20-2-5A

Attn: Becky
Fax 2079678447

APPLICATION FOR MAINE HOMESTEAD PROPERTY TAX EXEMPTION

36 M.R.S. §§ 681-689

Phone 2079677424
2-10-18

Completed forms must be filed with your local assessor by April 1. Forms filed after April 1 of any year will apply to the subsequent year tax assessment. See reverse for instructions.

SECTION 1: CHECK ALL THAT APPLY

1a. ☒ I am a permanent resident of the State of Maine

b. ☒ I have owned a homestead in Maine for the past 12 months.

(1) If you owned a homestead in another municipality within the past 12 months, state the municipality where located: _____

c. ☒ I declare the homestead in this municipality is my permanent residence and the only property for which I have claimed a homestead property tax exemption. (Summer camps, vacation homes and second residences do not qualify)

IF YOU HAVE NOT CHECKED ALL THREE BOXES, STOP HERE

You do not qualify for a Maine homestead property tax exemption

SECTION 2: DEMOGRAPHIC INFORMATION

2a. Names of all property owners (names on your tax bill): John Lucero

b. Physical location of your homestead (i.e. 14 Maple St.): 289 Ocean Ave

City/Town: Kennebunkport Telephone #: 2072291525

c. Mailing Address, if different from above: _____

City/Town: _____ State: _____ ZIP: _____

SECTION 3: MAINE RESIDENCY IS BASED ON ONE OR MORE OF THE FOLLOWING (check all that apply):

3a. ☒ I file a Maine resident income tax return.

b. ☒ The address on my driver's license is the same as the above address.

c. ☐ The legal residence on my resident fishing and/or hunting license is the same as the above homestead location.

d. ☒ I pay motor vehicle excise tax in this municipality.

e. ☒ I am a registered voter in this municipality.

(If you did not check any boxes, please attach an explanation that shows your residency.)

I (we) hereby declare, aware of penalties for perjury, that the answers to the above are, to the best of my/our knowledge and belief, true, correct and complete. A person who knowingly files false information for the purpose of obtaining a homestead property tax exemption is guilty of a criminal offense.

Signature and date of birth of homestead owner(s):

[Signature] Date of Birth 8-25-61 Today's Date 2-16-18

_____ Date of Birth _____ Today's Date _____

Becky Nolette

From: JL <john@thealimementari.com>
Sent: Thursday, February 07, 2019 10:56 AM
To: Becky Nolette
Subject: 289 Ocean Dr

Hi Becky

Thank you for speaking with me today .

This email confirms my instruction, please, apply any monies to my account , from the Maine Homestead property tax exemption. There is no need to issue a check .

Again , thank you for your assistance in this matter .

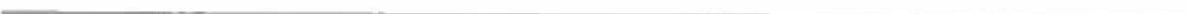
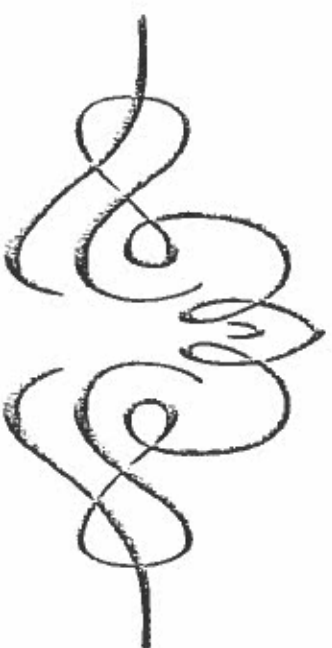
Take care,

John Lucero

Sent from my iPhone



Agenda Item Divider



APPLICATION FOR WASTE HAULING PERMIT

004 - Friction Waste Service

Applicant: Cassella Waste 004 - 031 Waste Ind.

Address: 87 Pleasant Hill Rd. Scarborough, ME 04074

Telephone: 207 570-4831

Authorized Representative: Jamie Hunter

- Attach:
- 1. Current vehicle registration
 - 2. Customer List

Driver(s) of Vehicle:

Name: John Patterson #4522 Lic #: ME 4830140

Name: Pete Bergeron #5257 Lic #: ME 8628147

Name: _____ Lic #: _____

Name: _____ Lic #: _____

I have read the Solid Waste Ordinance and the Rules and Regulations for solid waste. I agree to abide by these regulations.

Signed: _____

Signed: _____

Approved by Selectmen: _____

Permit No.: _____ Date: _____

By granting a waste-hauling permit, the selectmen and the Town of Kennebunkport do not assume and liability with respect to the operations of the licensees.

The issuance of a waste hauling permit does not in any way constitute and endorsement by the Town or recommendation as to the adequacy or reliability of the services provided by the licensee. The Solid Waste Ordinance and Rules and Regulations of the Town do not require proof of vehicle insurance or financial responsibility in order for a person to obtain a waste hauling permit.

paid 1/23/19
CN # 2081112
\$200

Town of KENNEBUNKPORT
----- R e c e i p t -----

Thank You for Your Payment

01/23/19 12:42 PM ID:NLE #899C-1
TYPE----- REF--- AMOUNT
Administration

Miscellaneous 200.00
Total: 200.00
Paid By: Casella Waste/Pine Tree, waste
Remaining Balance: 0.00
Balance reflects all related accounts
Check : 200.00
2087712 - 200.00

Cof	Cust	Name	Service Address	Service City
36	33985	THE LODGE @ TURBATS CREEK	7 TURBOTS CREEK RD	KENNEBUNKPORT
36	55881	HAZELWOOD HANDYMAN	10 GRANITE HEIGHTS RD	KENNEBUNKPORT
36	70224	GARYS AUTO SALVAGE	258 RIVER RD	KENNEBUNKPORT
36	71285	RYAN ERB	15 FOREST LN	KENNEBUNKPORT
36	72549	SPANG BUILDERS	10 GRANITE HEIGHTS RD	KENNEBUNKPORT
36	86896	GRONDIN CORPORATION	49 NORTH ST	KENNEBUNKPORT
36	89845	MINIKA FLOWERS	155 PORT RD	KENNEBUNKPORT
36	92921	GLENN SMITH BUILDERS	7 OX PLOW LN	KENNEBUNKPORT
36	93537	PETTINGILL CONSTRUCTION	47 WILDES DISTRICT RD	KENNEBUNKPORT
36	93582	SPANG BUILDERS	20 MAINE ST	KENNEBUNKPORT
36	94527	SPANG BUILDERS	59 MAINE ST	KENNEBUNKPORT
36	94875	SPANG BUILDERS	34 RIVER RD	KENNEBUNKPORT
36	95372	MGM BUILDERS	98 MILLS RD	KENNEBUNKPORT
36	95531	CHRIS WEST	1 HIGH ST	KENNEBUNKPORT
36	95533	SPANG BUILDERS	305 OCEAN AVE	KENNEBUNKPORT

Day of Service	Frequency	Qty	Can Size
Friday	On Call	1	8 yard
On Call	On Call	1	30yd Roll Off
Friday	On Call	1	4 yard
Thursday	Once a Month	1	4 yard
On Call	On Call	1	30yd Roll Off
Friday	On Call	1	4 yard
Monday	Once a Week	1	6 yard
On Call	On Call	1	15yd Roll Off
On Call	On Call	1	30yd Roll Off
On Call	On Call	1	15yd Roll Off
On Call	On Call	1	30yd Roll Off
On Call	On Call	1	30yd Roll Off
On Call	On Call	1	30yd Roll Off
Thursday	Once a Month	1	8 yard
On Call	On Call	1	30yd Roll Off



Specialized Purchasing Consultants Corp.
Serving Maine, New Hampshire & Vermont since 1988

20

CONTRACT

THIS CONTRACT (the "Contract") is made this 14th day of February, 2016 by and between Specialized Purchasing Consultants ("Contractor" or "SPC") and Kennebunkport Town Of ("Client") For and in consideration of the mutual covenants and performance set forth herein, Contractor and Client agree as follows

Skip Tilton
President

Corporate Office:
1491 East Side River Road
Dummer, NH 03588
(800) 750-1538

Corporate Email Address:
stilton@spccopypro.com

1. Term. The term of this Contract is five years from the date hereof, unless earlier terminated pursuant to the terms hereof. Client or SPC can terminate this Contract at any time for any reason after one year, upon 30 days written notice to the other party to this Contract, following completion by the Client of the issuance of a lease, purchase, lease-purchase, financing, or refinancing to replace, add, or upgrade equipment covered by this Contract ("an Upgrade"). If such an early termination is effected by Client or SPC, Client and SPC shall reconcile fairly all amounts due for services performed under the Contract.

2. Fees. The fees payable by Client to Contractor under this Contract are: (a) eleven percent (11%) of the Total Cost Per Copy of all copies scheduled to be made on all service and supply agreements for reprographic equipment (Photocopiers, High-Speed Duplicators, Multi-functional Duplicating Equipment, High End Network Printers, or other equipment described in the Five Year Equipment Replacement Schedule referenced in subparagraph (f) hereof) leased, purchased, lease-purchased, financed, or refinanced by Client as a result of services performed by Contractor under this Contract (in other words, if the Total Cost Per Copy for services and supplies for equipment leased, purchased, lease-purchased, financed, or refinanced as a result of services performed by Contractor under this Contract is \$,003 per scheduled copy, the Contractor's fee is \$ 00033 per such copy), and (b) eleven percent (11%) of the principal amount (purchase price financed) of all such reprographic equipment (in other words, if the total principal amount of reprographic equipment leased, purchased, lease-purchased, financed, or refinanced by Client as a result of services performed by Contractor under this Contract is \$3,000, the Contractor's fee is \$330). The "Total Cost Per Copy" for equipment covered by this Contract is defined as the total cost per copy scheduled to be charged for service and supply contracts between Client and servicing vendors for equipment acquired by Client as a result of services performed by Contractor under this Contract. Excluded from such service and supply contracts are the cost of paper and the cost of staples. No fees are payable by Client to Contractor hereunder, other than the retainer described in Paragraph 8 hereof, unless Client accepts a bid for reprographic services arranged by Contractor pursuant to this Contract, or unless Client breaches this Contract under Paragraph 4 hereof or otherwise.

Low End Network Printers (LENP) will be administered under separate contracts with the Vendors of such LENPs. Due to the limited volume done on LENPs, Contractor's fee will be Twenty-five percent (25%) of the Vendor's fee per copy on the LENP. For example if the Total Cost Per Copy ("TCPC") negotiated with a Vendor for a LENP is \$0.007, then the Contractor's fee is \$0.00175 for a Total cost to the Client of \$0.00875 per copy on the LENP.

SPC guarantees that Client's initial new total cost of obtaining and operating reprographic equipment pursuant to this Contract will be less than Client's current total cost of obtaining and operating Client's current reprographic equipment, even after SPC's fees have been included in this new total cost. If SPC fails to achieve this, SPC will terminate this Contract, refund SPC's retainer received from Client, and provide an additional \$500.00 check to Client to cover any loss of time on Client's part.

3. Services Performed By Contractor.
- a. Initial Needs and Capabilities Analysis. Contractor will provide to Client a written Initial Needs and Capabilities Analysis (contained within the Five Year Equipment Replacement Schedule described in subparagraph (f) hereof) analyzing Client's existing reprographic system including Client's current photocopiers, offset presses, high-speed duplicators, Low End Network Printers, and outside printing requirements. Based on this Initial Needs and Capabilities Analysis, Contractor will design, with Client's approval, an overall reprographic system for Client, with the goal of increasing Client's reprographic capabilities, while reducing Client's reprographic costs. Specifically, throughout the term of this Contract, Contractor will provide Client with initial long-term service and supply contract savings and capital savings of up to two-thirds of retail. Annually hereunder, Contractor will provide Client with guaranteed ceilings on any annual price increases for service and supply contracts covering equipment obtained under this Contract of 5% or the annual increase in the Consumer Price Index (CPI-U), whichever is less.
- b. Annual Use Report. Annually hereafter, Contractor will provide to Client a written Annual Use Report analyzing the use of reprographic equipment and services and supplies by Client, with recommendations that identify for Client how to use such equipment, services and supplies, and other items in the most efficient and effective manner possible.
- c. Two-Year Needs and Capabilities Analysis. Every two years hereafter, Contractor will perform a Needs and Capabilities Analysis for Client covering the same matters contained in the Initial Needs and Capabilities Analysis. Client must provide written authorization to Contractor to perform the Two-Year Needs and Capabilities Analysis, and such written authorization may be provided by the Superintendent of Schools or Business Manager (or similar officer) of Client pursuant to this Contract.
- d. Bid Specifications. Based on the results of the Initial Needs and Capabilities Analysis, Annual Use Report, and Two-Year Needs and Capabilities Analysis, as applicable, Contractor will prepare and distribute bid specifications to qualified contractors to obtain for Client reprographic equipment and services desired by Client.



Specialized Purchasing Consultants, Corp.
Serving Maine, New Hampshire & Vermont since 1988

Skip Tilton
President

Corporate Office:
1491 East Side River Road
Dummer, NH 03588

(800) 750-1538

Corporate Email Address:
stilton@speccopypro.com

VISIT US ON THE WEB:
www.speccopypro.com

- e. **Selection of Vendors.** Contractor will analyze all bids received by Client for reprographic equipment and services pursuant to subparagraph (d) above and make recommendations to Client regarding how Client can obtain the most effective and lowest-cost reprographic equipment and services.
- f. **Negotiation With Vendors.** After bids described in subparagraph (e) above are received, if further negotiation with vendors on behalf of Client is desired by Client, Contractor will undertake such negotiations with vendors at Client's direction so that contracts in compliance with Client's requirements can be executed.

h. **Financing.** Contractor will arrange, at no cost to Client, tax-exempt lease-purchase financing (for tax-exempt Clients) or other appropriate financing for the reprographic equipment selected by Client. Contractor shall submit all transactions to Contractor's bond counsel listed in the Bond Buyer's Municipal Marketplace ("Bond Counsel"), for the preparation of all documents, for legal compliance review, and for the provision of any legal validity and tax opinions necessary to complete and finance such transactions. In addition, Client may arrange for its own counsel ("Issuer Counsel") to participate in the transaction, at Client's cost, or the Client may choose to effect its own financing, at its own cost.

i. **Assumption of Existing Contracts.** Contractor will assume all financial obligations and hold Client harmless from such obligations under all existing contracts, leases, or financing agreements to which Client is a party for equipment being replaced by equipment being leased, purchased, lease-purchased, financed, or refinanced pursuant to this Contract. In order to facilitate the payment by Contractor of all obligations of Client under such contracts, leases, or financing arrangements, Client hereby authorizes Contractor, to change the billing addresses on such contracts, leases, or financing arrangements to the business address of Contractor. Client also agrees to hold Contractor harmless for, and to pay, any shipping costs back to a vendor or leasing company, or storage costs for such equipment, or any Federal, State, or local taxes lawfully assessed and due, now or hereafter, upon all equipment covered by such contracts, leases, or financing agreements being repaid by Contractor pursuant to this Contract.

j. **Cancellation and Renegotiation of Existing Service Contracts and Establishing New Service Contracts.** Contractor, at Client's direction, will cause existing service and supply contracts for existing reprographic equipment used by Client to be cancelled, and will negotiate new service and supply contracts at new terms acceptable to Client, including replacement warranties from vendors for all equipment identified by Client.

k. **Annual Monitoring of Service Contracts.** During the term of this Contract, Contractor will monitor annually all reprographic service and supply contracts entered into by Client to verify correct billing and to identify over-usage and under-usage of particular equipment.

l. **Installation of Equipment.** After contracts have been awarded to vendors for reprographic equipment pursuant to this Contract, Contractor will communicate with such vendors to assure proper installation of equipment pursuant to the terms of any applicable lease-purchase or other financing agreement and to assure proper commencement of service and supply contracts.

m. **Provision of Equipment Replacement Schedule.** Contractor will provide to Client, and will update as necessary, a Reprographic Equipment Replacement Schedule (a "Five Year Equipment Replacement Schedule") for all equipment to be replaced, reconditioned, upgraded, or otherwise covered by this Contract.

n. **Provision of Key Operator Instruction Forms.** Contractor will provide Client with a Key Operator Instruction Form for posting adjacent to each copying machine of Client describing proper use, key operator name, machine serial number, life expectancy of such machine, location and telephone number of vendor's service manager, and warranties for the machine.

o. **Exclusive Agency for Bidding and Selection of Vendors and Equipment.** All bidding, analysis, and selection of vendors and equipment by Client pursuant to this Contract shall be effected exclusively through Contractor. If, during the term of this Contract, Client executes a contract separate from Contractor with any vendor to provide services or equipment such as that covered by this Contract, then Client shall be in breach of this Contract and shall pay to Contractor all fees due and unpaid by Client to Contractor under this Contract, including all fees which would have been payable by Client to Contractor under this Contract had Client accepted a bid meeting the terms of this Contract and arranged by Contractor for Client under this Contract, plus all costs including attorney's fees incurred by Contractor to collect such fees. If Client rejects all of the bids arranged by Contractor for Client pursuant to this Contract, then Contractor shall be allowed exclusively to re-bid for Client the services and equipment desired by Client according to Client's specifications. **Client's Initials here acknowledge that Client carefully has reviewed the terms of this Paragraph 4 applicable to Client under this Contract.**

p. **Warranties.** Throughout the term of this Contract, Contractor will obtain for Client from vendors five-to-ten-year average warranties on all new equipment obtained for Client under this Contract, five-year average warranties for all reconditioned equipment obtained for Client under this Contract, and three-to-five year average warranties for all existing equipment of Client left in place and monitored by Contractor under this Contract.

q. **Equipment Upgrades and Adjustment of SPC Fees.** If any equipment which is covered by this Contract is upgraded or replaced during the term of this Contract, then Total Cost Per Copy fees payable by Client to Contractor under paragraph 2(a) above shall be adjusted by the net increase or decrease in copy volume from the original copy volume negotiated by Contractor for Client pursuant to this Contract. (For example, three years after execution of this Contract, Contractor is asked to do an Upgrade by Client on certain of Client's equipment. After the Upgrade is approved by Client, total copy volume on Client's equipment is scheduled to be 2,000,000 copies per year for the remaining two years of this Contract



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instead of the 1,500,000 copies per year originally scheduled under this Contract. Under such circumstances, Contractor would be entitled to receive its fee under paragraph 2(a) above for the additional 500,000 copies per year scheduled under the Upgrade for the remaining two years of the Contract).

7. Retainer. Upon execution of this Contract, Client agrees to pay Contractor a retainer of \$1,000.00 (Waived for an existing client). This amount shall be credited in its entirety, however, to any fee earned by Contractor on an Upgrade of reprographic equipment or services by Client pursuant to this Contract.

8. Optional Unforeseen Cost Fund & Installation: By initiating below, Client hereby elects to pay Contractor, as part of the principal amount of equipment covered by this Contract, a one-time \$300 charge for each item of reprographic equipment covered by this Contract, to eliminate any liability by Client for costs unforeseen by Client for:

- a. SPC's Print Management Services (See Addendum A)
- b. Shipping or storage under Paragraph 3(h) heretof.
- c. Computer interface ports
- d. Computer interface drops
- e. Specialized reprographic surge protectors
- f. Electrical rewiring found to be necessary to integrate reprographic equipment provided hereunder to Client's existing electronic data processing network
- g. Additional legal cost paid by Contractor to prepare and facilitate the lease
- h. Installation and operation of SPC Star Doc (remote monitoring of all reprographic equipment, and analysis of Client's usage and cost patterns)

Corporate Email Address:
stilton@spccopypro.com

Corporate Email Address:
stilton@spccopypro.com

VISIT US ON THE WEB:
www.spccopypro.com

9. Entire Agreement. This Contract represents the entire agreement between Contractor and Client with regard the subject matter heretof. No oral negotiations, discussions, or agreements, either prior to or subsequent to the date of this Contract, with regard to the subject matter heretof, are binding upon Contractor or Client, unless reduced to writing and set forth in the form of an agreement, signed by both Contractor and Client.

10. No Conflicts-of-Interest by Contractor. Contractor warrants to Client that Contractor has no monetary or other self-interest in the selection of any vendor to provide reprographic equipment or services to Client pursuant to this Contract, and that the performance of Contractor's obligations pursuant to this Contract shall be solely in the interests of Client to provide Client with the best possible reprographic equipment and services at the lowest possible price.

CLIENT

Company	<u>Kennebunkport Town Of</u>
Signature	<u>X</u>
Authorized by (please print)	<u>Laurie Smith</u>
Title	<u>Town Manager</u>
Address 1	<u>P.O. Box 566</u>
City, State, Zip	<u>Kennebunkport</u>
Telephone Number	<u>ME 04046</u>
Fax Number	<u>(207) 967-4243</u>
E-mail address	<u>lsmith@kennebunkportme.gov</u>

CONTRACTOR (SPECIALIZED PURCHASING CONSULTANTS)

SPC Corporate Skip Tilton, President
Signature



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Serving Maine, New Hampshire & Vermont since 1988

Skip Tilton
President

Corporate Office:
1491 East Side River Road
Dummer, NH 03588

(800) 750-1538

Corporate Email Address:
stilton@spccopypro.com

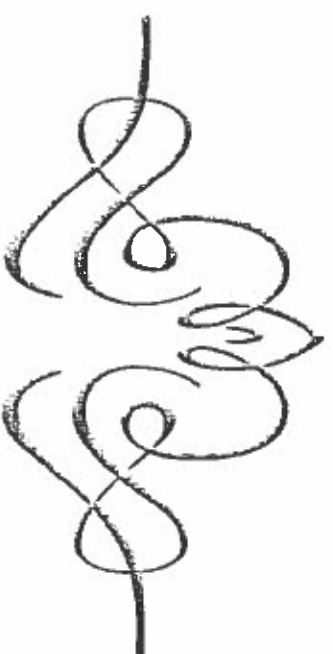
VISIT US ON THE WEB:
www.spccopypro.com

**Addendum A: Included in Optional Unforeseen Cost Fund & Installation
SPC's Print Management Services**

- Electronic Monitoring of all Printers/Copiers (FM Audit)
- Measure Output at Device Level (FM Audit)
- Allocate Cost by Device and Building (SPC STARDoc)
- Manage Fleet Optimization (Annual Report)
- Student Population Ratios Compared to Other School Districts in New England (SPC STARDoc & Annual Report)
- Cost Saving Recommendations (SPC STARDoc and Annual Report)
- Floor Plan Asset Management (SPC STARDoc)
- Secure Print and Per User Limits (Awarded Vendor)



Agenda Item Divider



219

Kennebunkport Public Health

January 14, 2019

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

Please accept this generous gift of \$100.00 from Jenifer Stewart to the general needs account # 1-320-06.

Thank you!

Alison Kenneway RN, BSN
Kennebunkport Public Health

1/7/19

Dear Allison -

Thank you for your visit
last Friday - the new center
is a big help.

Including a check toward

some new equipment -

Jennifer Stewart

JENIFER B STEWART
PO BOX 490
KENNEBUNKPORT, ME 04046

388
51-7210/211
402

1/7/19
Date

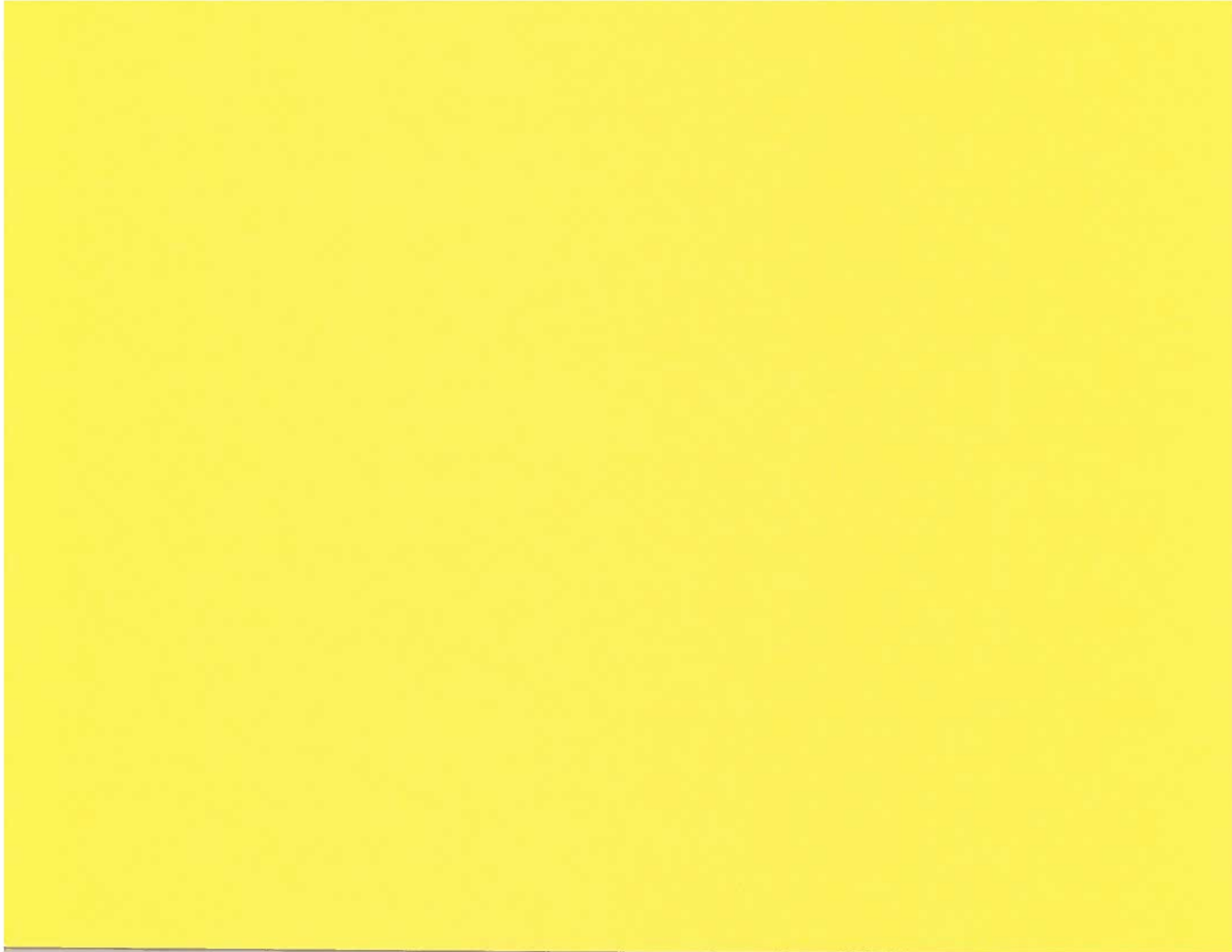
Pay to the Order of Kennebunkport Public Health Clinic \$ 100
one hundred and no/100 Dollars

Peoples United
Bank

peoples.com

For donation

Jennifer B Stewart
311 0388



215

Kennebunkport Public Health

February 5, 2019

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

Please accept this generous gift of \$500.00 from an anonymous donor to the general needs account # 1-320-06.

Thank you!

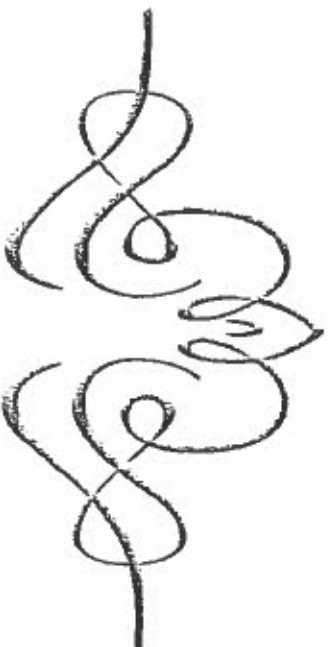
Alison Kenneway RN, BSN

Kennebunkport Public Health

\$500.00 cash
donation



Agenda Item Divider



22

Kennebunkport Public Health

January 28, 2018

ATTN: Kennebunkport Board of Selectman, Laurie Smith- Kennebunkport Town Manager

Please accept this generous donation of \$1000 from Church on the Cape. This gift is dedicated towards the emergency fuel fund.

Thank you!

Allison Kenneway RN, BSN



Church on the Cape
United Methodist Church
P.O. Box 2740
Kennebunkport, ME 04046

23 January, 2019

Kennebunkport Public Health Dept.
101A Main St.
Kennebunkport, ME 04046

The enclosed check is a donation from the congregation of the Church on the Cape, Cape
Porpoise, in support of fuel assistance in Kennebunkport.

David Sandtorv

David Sandtorv, Treasurer

CHURCH ON THE CAPE UNITED METHODIST 52 7450/2112 2501

P.O. Box 2740
Kennebunkport, ME 04046
207-967-5787

DATE 23 Jan. 2019

PAY TO THE ORDER OF Kennebunkport Public Health Dept. \$1,000.00

1000 DOLLARS



Kennebunk Savings

MEMO Fuel Assistance

David Sautter

MP



Agenda Item Divider



Kennebunkport Public Health

23

February 5, 2019

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

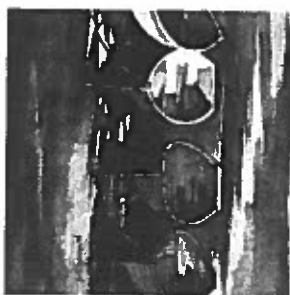
Please accept this generous gift of \$100.00 from Karen Macgregor in memory of her husband Peter Sargent to the Nurses General (G1—320-39) account.

Thank you!

Allison Kenneway RN, BSN
Kennebunkport Public Health

1/30/19

Please accept this
donation in memory
of my husband,
Peter Sargent. Peter



loved his community, it was his
family, and valued the
services of the Troop Horse.
Thank you for all you
do.

Karen MacGregor

notes

KAREN L. MACGREGOR
20 WILLEY ROAD
KENNEBUNKPORT, ME 04046

52-7450/2112

2135



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SPECIALTY BLUE INK SECURITY

PAY TO
THE ORDER OF

Kennebunkport Public Library

\$100.00

Ole Hendec

DOLLARS

Heat
Reactive
Ink

Kennebunk Savings

MEMO

Karen MacGregor

2135

LOOK FOR FRAUD-DETECTING FEATURES INCLUDING THE SECURITY SQUARE AND HEAT-REACTIVE INK. DETAILS ON BACK.