

**Town of Kennebunkport  
Board of Selectmen Meeting  
Village Fire Station – 32 North Street  
February 14, 2019 – 6:00 PM**

Minutes of the Selectmen's Meeting of February 14, 2019

**Selectmen Attending:** Stuart Barwise, Patrick A. Briggs, Allen Daggett, Edward Hutchins

**Selectman Absent:** Sheila Matthews-Bull

**Others:** David Blue, Joseph Cuetera, Michael Davis, Jen Lord, Arlene McMurray, Shiva Natarajan, Judy Phillips, Laurie Smith, and others

**1. Call to Order.**

Chair Hutchins called the meeting to order at 6:04 PM.

**2. Approve the December 27, 2018, and January 24, 2019, selectmen meeting minutes.**

**Motion** by Selectman Briggs, seconded by Selectman Barwise, to approve the December 27, 2018, meeting minutes. **Vote:** 4-0.

The January 24, 2019, selectmen meeting minutes were deferred because a quorum of selectmen who attended were not present.

**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.).**

Dale Midgely from the American Legion Post 19 and the Southern Maine Veterans Memorial Cemetery thanked the Board of Selectmen for granting funds to the cemetery. He said that every veteran and spouse is eligible to be buried there.

**4. Public Hearing to consider a new liquor license application submitted by First Serve KPT Hospitality Group, DBA Mabels Lobster Claw, 124 Ocean Avenue.**

The following three liquor licenses were approved and signed off by all required departments.

**Motion** by Selectman Barwise, seconded by Selectman Briggs, to open the public hearing. **Vote:** 4-0. Chair Hutchins opened the public hearing at 6:07 PM and hearing no comments closed it.

**Motion** by Selectman Barwise, seconded by Selectman Briggs, to approve the new liquor license application submitted by First Serve KPT Hospitality Group, DBA Mabel's Lobster Claw, 124 Ocean Avenue. **Vote:** 4-0.

**5. Public Hearing to consider a new liquor license application submitted by First Serve Edgewater, Inc. DBA The Edgewater Inn, 126 Ocean Avenue.**

**Motion** by Selectman Barwise, seconded by Selectman Briggs, to open the public hearing. **Vote:** 4-0. Chair Hutchins opened the public hearing at 6:08 PM and hearing no comments closed it.

**Motion** by Selectman Barwise, seconded by Selectman Briggs, to approve the new liquor license application submitted by First Serve Edgewater, Inc. DBA The Edgewater Inn, 126 Ocean Avenue, contingent upon Shiva Natarajan taking ownership. **Vote:** 4-0.

**6. Consider a liquor license renewal application for Sheila W. Matthews-Bull, DBA Rhumb Line Resort, 41 Turbats Creek Road.**

**Motion** by Selectman Barwise, seconded by Selectman Briggs, to approve the liquor license renewal application for Sheila W. Matthews-Bull, DBA Rhumb Line Resort, 41 Turbats Creek Road. **Vote:** 4-0.

**7. Consider a special amusement permit renewal application for Sheila W. Mathews-Bull, DBA Rhumb Line Resort, 41 Turbats Creek Road.**

**Motion** by Selectman Daggett, seconded by Selectman Barwise, to approve the special amusement permit renewal application for Sheila W. Mathews-Bull, DBA Rhumb Line Resort, 41 Turbats Creek Road. **Vote:** 4-0.

**8. Presentation by Joe Cuetera regarding proposed bond structures for Village parcel.**

The Town purchased the Village Parcel and got 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 to determine the best bonding options. Any portion of the property intended for municipal use qualifies for tax exempt status and must be used for public use.

Joe Cuetera of Norway Savings Bank presented three options to consider:

A 20-year bond with 25% financed as tax exempt and 75% financed private.

A 20-year bond with 15% financed as tax exempt and 85% financed private.

A 20-year bond with 15% financed as tax exempt and 85% financed private with a balloon payment on the private bond after five years.

See Exhibit A.

Town Manager Laurie Smith said the Board needs to make a decision by next month.

**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.**

The Town received bids from Shaw Brothers and Sargent Corporation. See Exhibit B. Michael Claus, director of public works, recommended awarding the bid to Shaw Brothers for a total bid price of \$794,500.

Mr. Claus requested authorization to expend another \$35,000 with Woodard and Curran for construction administration. See Exhibit B.

**Motion** by Selectman Barwise, seconded by Selectman Daggett, to award the bid for the Ocean Avenue seawall project to Shaw Brothers at a cost of \$794,500 and to authorize the expenditure of \$35,000 to Woodard and Curran for construction administration. **Vote:** 4-0.

**10. Award the bid for influent/effluent valves necessary to complete the influent/effluent pump upgrade.**

The Wastewater Department received four bids. See Exhibit C. They recommend low bidder Ferguson Waterworks at a cost of \$27,289.35.

**Motion** by Selectmen Barwise, seconded by Selectman Daggett, to award the bid for the influent/effluent valves to Ferguson Waterworks at a cost of \$27,289.35. **Vote:** 4-0.

**11. Discussion of FY 20 Solid Waste contract and recycling charges.**

Ms. Smith explained that the current contract with Oceanside Rubbish/Casella expires on August 30, 2019. She is preparing the budget and wanted to discuss the new contract since labor costs have increased and China stopped accepting most of the world's waste and recycling. She said since there is such a small market for recycling, most of the recycling ends up in the waste stream. She said EcoMaine and other companies are only interested in high end cardboard, metal, aluminum, and #1 and #2 plastic. They cannot sell any products that are contaminated and charge \$120 a ton. There will most likely be a 5% increase in the Town's collection rates along with a \$50,000 annual charge for approximately 400 tons of recycling. She said the Town does not pay tipping charges in our

current contract.

Mr. Claus said Oceanside collects recycling every other week and the Town pays approximately \$43,000. Also, the Town pays \$11,384 for transportation of the cardboard recycling.

Ms. Smith suggested three options:

1. Stay the course.
2. Eliminate recycling. Recycling through our waste stream would only cost \$75.50 per ton vs. \$120 per ton.
3. Tell people they can drop off limited amounts that can be sold and educate the public on contamination issues.

David James suggested a fourth option to collect glass and metal only.

Mr. Claus added there are no issues with the cardboard collection at Bradbury's Market. He said the Town could look at composting programs.

Ms. Smith said she needs feedback because they are working on budget presentations.

Chair Hutchins said he would like to hear opinions from the public.

Michel from Lassel Architure mentioned that to save money the Town of S. Berwick eliminated curbside pick up and had a town dump.

No decision was reached.

**12. Authorize a right-of-way agreement for 124 Ocean Avenue (Mabel's Restaurant).**

Michel from Lassel Architects and Attorney David Blue spoke to this item. See Exhibit D.

New owner Shiva Natarajan answered questions.

**Motion** by Selectmen Barwise, seconded by Selectman Briggs to authorize the right-of-way agreement for 124 Ocean Avenue (Mabel's Restaurant). **Vote:** 3-0-1/Selectman Daggett recused himself because they are neighbors.



**13. Consider request to accept Reid Lane as a public street.**

The current property owners submitted a new request for road acceptance for Reid Lane. See Exhibit E.

Ms. Smith reported that previously when this was brought to the Board there were some concerns about easements necessary for snow storage and curb cuts needed for winter maintenance. She said there was some confusion regarding the Selectmen policy regarding road acceptance. She stated the policy does not say that the Selectman would always accept a subdivision street that follows the Town's specifications. Also, Porter Holdings has requested that the Town take the sidewalk and street lights as well as all underground utilities.

Mr. Claus said he suggested some spots for a snow storage area and curb cuts.

Ms. Smith said staff is inclined to have a maintenance agreement instead of the Town owning the road.

David James referring to the last blizzard suggested putting a limit on snow amounts.

Resident Judy Phillips thanked the Board for considering this item again.

**Motion** by Selectman Hutchins, seconded by Selectman Barwise, to accept a maintenance agreement for just plowing and paving on Reid Lane and to recommend placing this maintenance agreement on the Town Meeting Warrant.

**Vote:** 4-0.

**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.**

This item did not come to fruition.

**15. Authorization to enter into proposed ordinance revisions for Town Meeting Warrant.****a. Street Numbering Ordinance revision.**

See Exhibit E. Ms. Smith added that they only want to have to change the street numbering once. The Board agreed to move forward with this item.

**b. No action planned on marijuana retail moratorium due to change in State law.**

Ms. Smith stated that the State law defaults to marijuana sales not permitted of

the Town does not make any changes. The Board agreed to leave as is.

**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

Selectman Briggs stated the Town of Kennebunkport's nonresident beach sticker fees should be on par with the Town of Kennebunk.

Selectmen Barwise mentioned that parking spaces are an issue.

**Motion** by Selectman Briggs, seconded by Selectman Barwise, to keep the resident fees at \$5, and change the nonresident parking sticker fees as follows: \$25.00-daily, \$100-weekly, and \$200 – seasonal. **Vote:** 3-1/Selectman Daggett opposed.

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

Motion by Selectman Barwise, seconded by Selectman Briggs, to adopt the Goose Rocks Beach Parking Sticker Rules/Regulations with the revisions approved in item 16. **Vote:** 4-0.

**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

**Motion** by Selectman Barwise, seconded by Selectman Briggs, to approve the abatement request for John Lucero, 289 Ocean Avenue in the amount of \$169.95. **Vote:** 4-0.

**19. Approve the waste hauling permits for 2019 for Casella Waste DBA Pinetree Waste Services and BBI Waste Industries.**

**Motion** by Selectman Barwise, seconded by Selectmen Briggs, to approve the waste hauling permits for Casella Waste DBA Pinetree Waste Services and BBI Waste Industries. **Vote:** 4-0.

**20. Authorization to enter into five-year agreement with SPC for photocopier leases.**

See Exhibit G.

**Motion** by Selectman Barwise, seconded by Selectman Briggs, to enter into a five-year agreement with SPC for photocopier leases. **Vote:** 4-0.

**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.**

**Motion** by Selectman Barwise, seconded by Selectman Briggs, to accept with sincere appreciation the \$100 donation from Jennifer Stewart and the \$500 donation from an anonymous donor directed to the public health general needs account. **Vote:** 4-0.

**22. Accept a \$1,000 donation to the public health emergency fuel fund from the Church on the Cape.**

**Motion** by Selectmen Barwise, seconded by Selectman Briggs, to accept with sincere appreciation the donation of \$1,000 to the public health emergency fuel fund from the Church on the Cape. **Vote:** 4-0.

**23. Accept a \$100 donation to the nurses general account from Karen Macgregor in memory of her husband Peter Sargent.**

**Motion** by Selectmen Barwise, seconded by Selectman Briggs, to accept with sincere appreciation the donation of \$100 to the nurses general account from Karen Macgregor in memory of her husband Peter Sargent. **Vote:** 4-0.

**24. Other business.**

Chair Hutchins said congratulations to the Patriots for their 6<sup>th</sup> Super Bowl.

**25. Approve the February 14, 2019, Treasurer's Warrant.**

**Motion** by Selectman Briggs, seconded by Selectman Barwise, to approve the February 14, 2019, Treasurer's Warrant. **Vote:** 4-0.

**26. Adjournment.**

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

The meeting adjourned at 7:35 PM.

Submitted by Arlene McMurray  
Administrative Assistant

⑧ EXHIBIT A - Feb. 14, 2019

**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 foresee 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.

EXHIBIT A - Feb 14, 2019

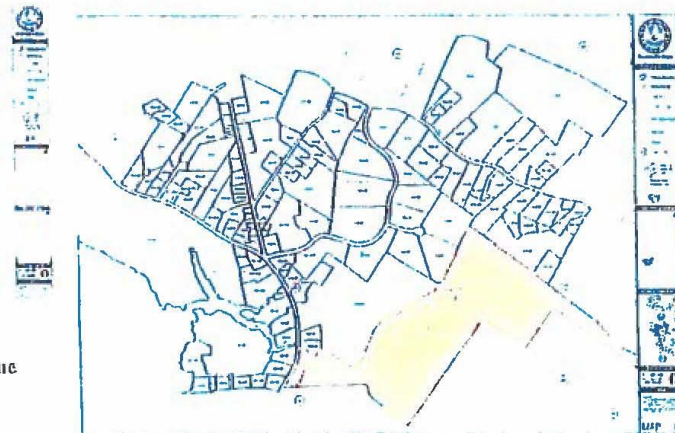


**MOORS & CABOT**  
INVESTMENTS

**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



**MOORS & CABOT**  
INVESTMENTS

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.

<u>Use</u>	<u>Blocks</u>	<u>Ft<sup>2</sup></u>	<u>Acres</u>	<u>FMV/acre</u>
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	
<b>Municipal Use:</b>	<b>402</b>	<b>1,005,000</b>	<b>23.07</b>	
CMP Transmission Line:	72	180,000	4.13	
All Other Private Use:	1,034	2,585,000	59.34	
<b>Total Excluded from</b>				
<b>Governmental Use Calculation:</b>	<b>1,106</b>	<b>2,765,000</b>	<b>63.48</b>	
<b>Total Footprint:</b>	<b>1,508</b>	<b>3,770,000</b>	<b>86.55</b>	

NOTES: A "Block" is comprised of 50 ft<sup>2</sup> cells, or 2,500 ft<sup>2</sup>  
An acre is 43,560 ft<sup>2</sup>

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

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

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

<u>Item</u>	<u>Acres</u>	<u>Acres</u>	<u>% Purchase</u>	<u>% to Bond</u>	<u>Bonds</u>
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
<b>Footprint Purchased</b>	<b>86.55</b>	<b>86.55</b>	<b>\$10,000,000</b>	<b>100.00%</b>	<b>\$10,000,000</b>

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

<u>Item</u>	<u>Acres</u>	<u>FMV (\$)</u>	<u>% FMV</u>	<u>% to Bond</u>	<u>Bonds</u>
Sr A - Municipal Use	23.07				
Sr B - Private Use	63.48				
<b>Footprint Purchased</b>	<b>86.55</b>				





**MOORS & CABOT**  
INVESTMENTS

To: Laurie Smith et al  
Fr: Joe Cuetara  
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.

<u>Use</u>	<u>Blocks</u>	<u>Ft<sup>2</sup></u>	<u>Acres</u>
Future Town Use:	87	217,800	5.00
Road:	157	392,500	9.00
McCabe ROW:	6	14,375	0.33
<b>Municipal Use:</b>	<b>250</b>	<b>624,675</b>	<b>14.33</b>
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
<b>Total Excluded from</b>			
<b>Governmental Use Calculation:</b>	<b>1,258</b>	<b>3,145,325</b>	<b>72.06</b>
<b>Total Footprint:</b>	<b>1,508</b>	<b>3,770,000</b>	<b>86.39</b>

NOTES: A "Block" is comprised of 50 ft<sup>2</sup> cells, or 2,500 ft<sup>2</sup>  
An acre is 43,560 ft<sup>2</sup>

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

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

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

<u>Item</u>	<u>Acres</u>	<u>% Purchase</u>	<u>\$ Purchase</u>	<u>% to Bond</u>	<u>Bonds</u>
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
<b>Footprint Purchased</b>	<b>86.39</b>	<b>100.00%</b>	<b>\$10,000,000</b>	<b>100.00%</b>	<b>\$10,000,000</b>



OPTIONS1) 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

(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:

- (+) 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

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 to 15 years
  - ☐ Determine what portion, if any, of Series B is actually for governmental, such that portion could ostensibly be refinanced as tax-exempt

	2019 Sr A Bonds	2019 Sr B Bonds	2019 Sr AAA	2024 Refunding
Size:	\$1,500,000	\$4,500,000	10,000,000.00	\$6,375,000
Advisory Fees @ \$2.00/000	3,000.00	17,000.00	20,000.00	12,750.00
Advisory Expenses				
Printing Official Statements	500.00	1,440.00	2,000.00	2,000.00
pdf OS	234.00	576.00	800.00	800.00
Computer	70.00	180.00	250.00	250.00
Postage 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	2,340.00	3,250.00	3,250.00
Other Costs of Issuance				
Moodys Rating (2019 Pricing)	6,160.00	15,840.00	22,000.00	16,000.00
Moodys Rating (Aggregation)	280.00	720.00	1,000.00	0.00
S&P Rating (2019 Pricing)	4,900.00	12,000.00	17,500.00	14,000.00
Extra OS Rating	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 Counsel				
Rounding	230.00	20.00	250.00	0.00
Total Other Costs of Issuance	14,990.00	31,260.00	48,250.00	34,500.00
Total Fees, Expenses and C of I	\$16,900.00	\$33,600.00	\$51,500.00	\$48,250.00

OPTIONS2) 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)

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)

## (ii) For Option 1(ii) 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:

- (-) 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

Town of Kennebunkport, Maine  
2019 General Obligation Bonds

Savings Report

Equal Annual Payment				Level Total Debt Service	Savings	Cumulative Savings
Date	Principal	Debt	Interest			
6/30/19						
10/1/19			811,454.11			
4/1/20			825,550.09			
10/1/20	500,490.49		102,550.09	340,801.43	6,815.36	4,815.36
4/1/21			100,937.50			
10/1/21	510,429.30		103,517.53	874,137.50	751,212.50	-125,275.08
4/1/22			175,373.09			
10/1/22	515,449.49		170,379.30	713,537.50	110,493.00	-23,084.62
4/1/23			166,812.20			
10/1/23	520,430.50		156,812.50	612,107.50	26,473.00	325,953.62
4/1/24			158,230.30			
10/1/24	509,079.25		153,253.05	625,052.30	742,437.50	82,423.00
4/1/25			113,617.50			
10/1/25	513,303.00		119,649.50	879,507.50	734,412.50	-69,125.00
4/1/26			145,933.75			
10/1/26	519,500.50		140,518.75	799,262.25	739,314.75	-50,962.50
4/1/27			131,500.00			
10/1/27	508,600.00		131,500.00	727,093.75	731,943.75	18,500.00
4/1/28			122,400.25			
10/1/28	510,000.00		122,400.25	753,200.25	739,300.00	-19,924.25
4/1/29			113,312.50			
10/1/29	513,000.50		113,312.50	715,714.75	731,633.75	-4,025.00
4/1/30			104,119.75			
10/1/30	500,800.00		104,119.75	717,491.94	743,725.00	12,172.75
4/1/31			94,134.25			
10/1/31	509,600.00		94,134.25	634,135.00	725,250.00	17,815.75
4/1/32			84,150.00			
10/1/32	506,400.00		84,150.00	579,240.00	725,125.00	47,875.00
4/1/33			74,165.75			
10/1/33	505,200.00		74,165.75	474,125.00	724,120.00	87,025.00
4/1/34			64,181.50			
10/1/34	500,000.00		64,181.50	433,790.20	711,337.50	90,418.75
4/1/35			54,197.25			
10/1/35	502,000.00		54,197.25	379,497.75	723,581.25	102,947.50
4/1/36			44,213.00			
10/1/36	502,000.00		44,213.00	306,195.00	712,225.00	119,476.00
4/1/37			34,228.75			
10/1/37	502,000.00		34,228.75	259,175.50	710,237.50	139,663.50
4/1/38			24,244.50			
10/1/38	505,000.00		24,244.50	212,562.50	711,931.25	159,125.00
4/1/39			14,260.25			
10/1/39	500,200.00		14,260.25	162,383.75	719,404.25	177,200.00
4/1/40			4,276.00			
10/1/40	500,000.00		4,276.00	112,781.25	721,954.25	194,275.00
4/1/41			0.00			
10/1/41	500,000.00		0.00	67,914.11	721,954.25	0.00
4/1/42			0.00			
10/1/42	500,000.00		0.00	21,913.51	721,954.25	0.00
4/1/43			0.00			
10/1/43	500,000.00		0.00	0.00	721,954.25	0.00
4/1/44			0.00			
10/1/44	500,000.00		0.00	0.00	721,954.25	0.00
4/1/45			0.00			
10/1/45	500,000.00		0.00	0.00	721,954.25	0.00
4/1/46			0.00			
10/1/46	500,000.00		0.00	0.00	721,954.25	0.00
4/1/47			0.00			
10/1/47	500,000.00		0.00	0.00	721,954.25	0.00
4/1/48			0.00			
10/1/48	500,000.00		0.00	0.00	721,954.25	0.00
4/1/49			0.00			
10/1/49	500,000.00		0.00	0.00	721,954.25	0.00
4/1/50			0.00			
10/1/50	500,000.00		0.00	0.00	721,954.25	0.00
4/1/51			0.00			
10/1/51	500,000.00		0.00	0.00	721,954.25	0.00
4/1/52			0.00			
10/1/52	500,000.00		0.00	0.00	721,954.25	0.00
4/1/53			0.00			
10/1/53	500,000.00		0.00	0.00	721,954.25	0.00
4/1/54			0.00			
10/1/54	500,000.00		0.00	0.00	721,954.25	0.00
4/1/55			0.00			
10/1/55	500,000.00		0.00	0.00	721,954.25	0.00
4/1/56			0.00			
10/1/56	500,000.00		0.00	0.00	721,954.25	0.00
4/1/57			0.00			
10/1/57	500,000.00		0.00	0.00	721,954.25	0.00
4/1/58			0.00			
10/1/58	500,000.00		0.00	0.00	721,954.25	0.00
4/1/59			0.00			
10/1/59	500,000.00		0.00	0.00	721,954.25	0.00
4/1/60			0.00			
10/1/60	500,000.00		0.00	0.00	721,954.25	0.00
4/1/61			0.00			
10/1/61	500,000.00		0.00	0.00	721,954.25	0.00
4/1/62			0.00			
10/1/62	500,000.00		0.00	0.00	721,954.25	0.00
4/1/63			0.00			
10/1/63	500,000.00		0.00	0.00	721,954.25	0.00
4/1/64			0.00			
10/1/64	500,000.00		0.00	0.00	721,954.25	0.00
4/1/65			0.00			
10/1/65	500,000.00		0.00	0.00	721,954.25	0.00
4/1/66			0.00			
10/1/66	500,000.00		0.00	0.00	721,954.25	0.00
4/1/67			0.00			
10/1/67	500,000.00		0.00	0.00	721,954.25	0.00
4/1/68			0.00			
10/1/68	500,000.00		0.00	0.00	721,954.25	0.00
4/1/69			0.00			
10/1/69	500,000.00		0.00	0.00	721,954.25	0.00
4/1/70			0.00			
10/1/70	500,000.00		0.00	0.00	721,954.25	0.00
4/1/71			0.00			
10/1/71	500,000.00		0.00	0.00	721,954.25	0.00
4/1/72			0.00			
10/1/72	500,000.00		0.00	0.00	721,954.25	0.00
4/1/73			0.00			
10/1/73	500,000.00		0.00	0.00	721,954.25	0.00
4/1/74			0.00			
10/1/74	500,000.00		0.00	0.00	721,954.25	0.00
4/1/75			0.00			
10/1/75	500,000.00		0.00	0.00	721,954.25	0.00
4/1/76			0.00			
10/1/76	500,000.00		0.00	0.00	721,954.25	0.00
4/1/77			0.00			
10/1/77	500,000.00		0.00	0.00	721,954.25	0.00
4/1/78			0.00			
10/1/78	500,000.00		0.00	0.00	721,954.25	0.00
4/1/79			0.00			
10/1/79	500,000.00		0.00	0.00	721,954.25	0.00
4/1/80			0.00			
10/1/80	500,000.00		0.00	0.00	721,954.25	0.00
4/1/81			0.00			
10/1/81	500,000.00		0.00	0.00	721,954.25	0.00
4/1/82			0.00			
10/1/82	500,000.00		0.00	0.00	721,954.25	0.00
4/1/83			0.00			
10/1/83	500,000.00		0.00	0.00	721,954.25	0.00
4/1/84			0.00			
10/1/84	500,000.00		0.00	0.00	721,954.25	0.00
4/1/85			0.00			
10/1/85	500,000.00		0.00	0.00	721,954.25	0.00
4/1/86			0.00			
10/1/86	500,000.00		0.00	0.00	721,954.25	0.00
4/1/87			0.00			
10/1/87	500,000.00		0.00	0.00	721,954.25	0.00
4/1/88			0.00			
10/1/88	500,000.00		0.00	0.00	721,954.25	0.00
4/1/89			0.00			
10/1/89	500,000.00		0.00	0.00	721,954.25	0.00
4/1/90			0.00			
10/1/90	500,000.00		0.00	0.00	721,954.25	0.00
4/1/91			0.00			
10/1/91	500,000.00		0.00	0.00	721,954.25	0.00
4/1/92			0.00			
10/1/92	500,000.00		0.00	0.00	721,954.25	0.00
4/1/93			0.00			
10/1/93	500,000.00		0.00	0.00	721,954.25	0.00
4/1/94			0.00			
10/1/94	500,000.00		0.00	0.00	721,954.25	0.00
4/1/95			0.00			
10/1/95	500,000.00		0.00	0.00	721,954.25	0.00
4/1/96			0.00			
10/1/96	500,000.00		0.00	0.00	721,954.25	0.00
4/1/97			0.00			
10/1/97	500,000.00		0.00	0.00	721,954.25	0.00
4/1/98			0.00			
10/1/98	500,000.00		0.00	0.00	721,954.25	0.00
4/1/99			0.00			
10/1/99	500,000.00		0.00	0.00	721,954.25	0.00
4/1/00			0.00			
10/1/00	500,000.00		0.00	0.00	721,954.25	0.00
4/1/01			0.00			
10/1/01	500,000.00		0.00	0.00	721,954.25	0.00
4/1/02			0.00			
10/1/02	500,000.00		0.00	0.00	721,954.25	0.00
4/1/03			0.00			
10/1/03	500,000.00		0.00	0.00	721,954.25	0.00
4/1/04			0.00			
10/1/04	500,000.00		0.00	0.00	721,954.25	0.00
4/1/05			0.00			
10/1/05	500,000.00		0.00	0.00	721,954.25	0.00
4/1/06			0.00			
10/1/06	500,000.00		0.00	0.00	721,954.25	0.00
4/1/07			0.00			
10/1/07	500,000.00		0.00	0.00	721,954.25	0.00
4/1/08			0.00			
10/1/08	500,000.00		0.00	0.00	721,954.25	0.00
4/1/09			0.00			
10/1/09	500,000.00		0.00	0.00	721,954.25	0.00
4/1/10			0.00			
10/1/10	500,000.00		0.00	0.00	721,954.25	0.00
4/1/11			0.00			
10/1/11	500,000.00		0.00	0.00	721,954.25	0.00
4/1/12			0.00			
10/1/12	500,000.00		0.00	0.00	721,954.25	0.00
4/1/13			0.00			
10/1/13	500,000.00		0.00	0.00	721,954.25	0.00
4/1/14			0.00			
10/1/14	500,000.00		0.00	0.00	721,954.25	0.00
4/1/15			0.00			
10/1/15	500,000.00		0.00	0.00	721,954.25	0.00
4/1/16			0.00			
10/1/16	500,000.00		0.00	0.00	721,954.25	0.00

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

<u>Year #</u>	<u>Maturity</u>	<u>Series A</u>	<u>Series B</u>	<u>Sr A &amp; B</u>
		<u>Gov't'l Use</u> <u>(Tax-exempt)</u>	<u>Private Use</u> <u>(Taxable)</u>	
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	500,000
6	10/1/2025	75,000	425,000	500,000
7	10/1/2026	75,000	425,000	500,000
8	10/1/2027	75,000	425,000	500,000
9	10/1/2028	75,000	425,000	500,000
10	10/1/2029	75,000	425,000	500,000
11	10/1/2030	75,000	425,000	500,000
12	10/1/2031	75,000	425,000	500,000
13	10/1/2032	75,000	425,000	500,000
14	10/1/2033	75,000	425,000	500,000
15	10/1/2034	75,000	425,000	500,000
16	10/1/2035	75,000	425,000	500,000
17	10/1/2036	75,000	425,000	500,000
18	10/1/2037	75,000	425,000	500,000
19	10/1/2038	75,000	425,000	500,000
20	10/1/2039	<u>75,000</u>	<u>425,000</u>	<u>500,000</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)  
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Debt Service Schedule  
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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	109,975.00
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	101,125.00
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	85,627.50
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	
ACCURED					
	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 3.034048  
Average Life 10.919444  
M I C % 2.953720 % Using 100.7678570  
  
Weighted Bond Years 16,638.860  
Weighted Average Life 10.827828  
Weighted M I C % 2.907619 % Using 100.7678570  
T I C % 2.932610 % From Delivery Date

Moore & Cabot, Boston, Massachusetts

Ratio Muni Debt Date: 02-05-2019 @ 11:13:33 Filename: KEIRPORT Key: 2019 EX



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

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Debt Service Schedule  
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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	742,487.50
10/ 1/22	425,000.00	3.500000	155,125.00	580,125.00	
4/ 1/23			147,687.50	147,687.50	727,612.50
10/ 1/23	425,000.00	3.500000	147,687.50	572,687.50	
4/ 1/24			140,250.00	140,250.00	712,917.50
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	692,556.25
10/ 1/26	425,000.00	3.750000	124,843.75	549,843.75	
4/ 1/27			116,875.00	116,875.00	656,718.75
10/ 1/27	425,000.00	3.750000	116,875.00	541,875.00	
4/ 1/28			108,906.25	108,906.25	650,761.25
10/ 1/28	425,000.00	3.750000	108,906.25	533,906.25	
4/ 1/29			100,937.50	100,937.50	634,813.75
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	593,843.75
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	453,250.00	
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
8,500,000.00			3,898,548.61	12,398,548.61	
ACCRUED					
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 4.293311  
Average Life 10.919444  
N I C % 4.136731 % Using 100.6944444

Weighted Bond Years 94.553857  
Weighted Average Life 10.935456  
Weighted N I C % 4.060671 % Using 100.6944444  
T I C % 4.066859 % From Delivery Date

Moors & Cabot, Boston, Massachusetts

Micro Muni Debt Date 02-05-2019 @ 11:07:11 Filename KENNEBUNKPORT Key: 2019 TAXLP

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

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Debt Service Schedule  
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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	676,437.50
10/ 1/21	500,000.00		183,937.50	683,937.50	
4/ 1/22			175,375.00	175,375.00	659,312.50
10/ 1/22	500,000.00		175,375.00	675,375.00	
4/ 1/23			166,812.50	166,812.50	642,187.50
10/ 1/23	500,000.00		166,812.50	666,812.50	
4/ 1/24			158,250.00	158,250.00	625,062.50
10/ 1/24	500,000.00		158,250.00	658,250.00	
4/ 1/25			149,687.50	149,687.50	607,937.50
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	656,125.00
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	553,718.75	
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	532,143.75	
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	
10,000,000.00			4,393,861.11	14,393,861.11	
ACCRUED					
10,000,000.00			4,393,861.11	14,393,861.11	

Dated 4/30/19 with Delivery of 4/10/19  
Bond Years 109.194.444  
Average Coupon 4.023387  
Average Life 10.519141  
N I C % 3.959282 % Using 100.7054561

Weighted Bond Years 111.192.717  
Weighted Average Life 10.919215  
Weighted N I C % 3.838128 % Using 100.7054561  
T I C % 3.914412 % From Delivery Date

Consolidation List Name: KENNBUNKPORT

Note: This Issue is a Consolidation of the Following Issues:

KENNBUNKPORT, 2019 EX  
KENNBUNKPORT, 2019 TAXBUL  
KENNBUNKPORT, 2019 REFBUL

Moore & Cabot, Boston, Massachusetts

Macro Muni Debt Date 02/06/2019 M 11:41:18

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

<u>Year #</u>	<u>Maturity</u>	<u>Series A</u>	<u>Series B</u>	<u>Sr A &amp; B Totals</u>
		<u>Gov't'l Use (Tax-exempt)</u>	<u>Private Use (Taxable)</u>	
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	88,600.00	
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	96,466.75
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	87,537.50
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 16.379 163  
Average Coupon 3.024040  
Average Life 10.919144  
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

Moors & Cabot, Boston, Massachusetts

Micro-Muni Debt Date: 02-05-2019 @ 11:04:46 Filename: KENNEDPORT Key: 2019 EX



Town of Kennebunkport, Maine  
2015 General Obligation Bonds  
Land Acquisition (Federally Taxable)  
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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			163,391.25	163,391.25	632,012.50
10/ 1/22	310,000.00	3.500000	163,391.25	473,391.25	
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
*****					
	0,500,000.00		4,435,682.74	12,935,682.74	
ACCRUED	0,500,000.00		4,435,682.74	12,935,682.74	
*****					

Dated 4/30/19 with Delivery of 4/30/19  
Bond Years 104,100.176  
Average Coupon 4.250571  
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 % 4.158185 % From Delivery Date

Moore & Cabot, Boston, Massachusetts

Micro Muni Debt Date: 02-05-2019 @ 11:07:15 Filename: KENNPORT Key: 2019 TAXIA

## 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			181,631.25	181,631.25	748,637.50
10/ 1/22	385,000.00		181,631.25	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			170,156.25	170,156.25	742,437.50
10/ 1/24	405,000.00		170,156.25	575,356.25	
4/ 1/25			163,456.25	163,456.25	730,612.50
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	733,913.75
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	731,691.75
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	715,247.50
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	
	10,000,000.00		4,930,955.24	14,930,955.24	
ACCURED	10,000,000.00		4,930,955.24	14,930,955.24	

Dated 4/30/19 with Delivery of 4/10/19

Bond Years 120,479.411

Average Coupon 4.092810

Average Life 12.047944

H I C % 4.034256 % Using 100.7054563

Weighted Bond Years 122,658.540

Weighted Average Life 12.040554

Weighted H I C % 3.957588 % Using 100.7054563

T I C % 3.989814 % From Delivery Date

Consolidation List Name: KENNEPORT

Note: This Issue is a Consolidation of the Following Issues

KENNEPORT, 2019 EX

KENNEPORT, 2019 TAXIA

Moss &amp; Cabot, Boston, Massachusetts

Micro-Muni Debt Date: 02-05-2019 @ 11:14:56

Filename: KENNEPORT

Key: CON TA

Town of Kennebunkport, Maine									
Land Acquisition Financing (Bullet)									
2019 General Obligation Bonds									
Year #	Maturity	Series A		Series B		Sr A & B		2019 Bonds	
		Gov't Use (Tax-exempt)	Private Use (Taxable)	Paid	Refunded	Totals	Totals	Sell: April 17, 2019 Close: April 30, 2019 Repay BAN: May 1, 2019	2024 General Obligation Refunding Bonds [Federally Taxable??]
1	10/1/2020	75,000	425,000	425,000		500,000			
2	10/1/2021	75,000	425,000	425,000		500,000			
3	10/1/2022	75,000	425,000	425,000		500,000			
4	10/1/2023	75,000	425,000	425,000		500,000			
5	10/1/2024	75,000	425,000	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 B Paid from  
Budgeted Funds; Refund  
\$6,375,000 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	105,975.00
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	101,125.00
10/ 1/28	75,000.00	3.000000	13,500.00	88,500.00	
4/ 1/29			12,375.00	12,375.00	100,675.00
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	95,468.75
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	81,187.50	
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 3.024940  
Average Life 10.919444  
N I C % 2.953720 % Using 100.7678570  
  
Weighted Bond Years 16.638.860  
Weighted Average Life 10.827826  
Weighted N I C % 2.907619 % Using 100.7678570  
T I C % 2.932610 % From Delivery Date

Moore & Cabot, Boston, Massachusetts

Macro Print Debt Date: 02-05-2019 @ 11:55:17 Filename: KENNEBUNKPORT Key: 2019 EX



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

\*\*\*\*\*  
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	683,312.50
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
	8,500,000.00		1,463,534.72	9,963,534.72	
ACCRUED	8,500,000.00		1,463,534.72	9,963,534.72	

Dated 4/30/19 with Delivery of 4/30/19  
Bond Years 41,815.275  
Average Coupon 3.500000  
Average Life 4.919444  
D I C % 3.358337 % Using 100.694444

Weighted Bond Years 41,143.528  
Weighted Average Life 4.919444  
Weighted N I C % 3.33675 % Using 100.694444  
T I C % 3.345942 % From Delivery Date

Moore & Cribbet, Boston, Massachusetts

Micro-Muni Debt Date: 02-05-2019 @ 11:56:31 Filename: KENNBPRT Key: 2019 TAXBL

Town of Kennebunkport, Maine  
2024 General Obligation Bonds  
Bond Acquisition (Federally Taxable Refinance Bullet)  
\*\*\*\*\*  
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	613,906.25
10/ 1/30	425,000.00	3.750000	92,968.75	517,968.75	
4/ 1/31			84,999.50	84,999.50	601,906.25
10/ 1/31	425,000.00	3.750000	84,999.50	508,937.50	
4/ 1/32			74,906.25	74,906.25	593,843.75
10/ 1/32	425,000.00	3.750000	74,906.25	499,906.25	
4/ 1/33			65,875.00	65,875.00	565,781.25
10/ 1/33	425,000.00	3.750000	65,875.00	490,875.00	
4/ 1/34			56,843.75	56,843.75	547,718.75
10/ 1/34	425,000.00	3.750000	56,843.75	481,843.75	
4/ 1/35			47,812.50	47,812.50	529,656.25
10/ 1/35	425,000.00	3.750000	47,812.50	472,812.50	
4/ 1/36			38,750.00	38,750.00	511,062.50
10/ 1/36	425,000.00	3.750000	38,750.00	453,250.00	
4/ 1/37			29,687.50	29,687.50	491,937.50
10/ 1/37	425,000.00	3.750000	29,687.50	453,687.50	
4/ 1/38			19,125.00	19,125.00	472,812.50
10/ 1/38	425,000.00	3.750000	19,125.00	444,125.00	
4/ 1/39			9,562.50	9,562.50	453,687.50
10/ 1/39	425,000.00	3.750000	9,562.50	434,562.50	
4/ 1/40					434,562.50
-----					
	6,175,000.00		2,204,687.50	8,579,687.50	
ACCUMULATED	6,175,000.00		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 4.122317  
Average Life 8.000000  
M I C 4.215111 % Using 100.694444  
  
Weighted Bond Years 51,977.776  
Weighted Average Life 7.833608  
Weighted M I C 4.156424 % Using 100.594444  
T I C 4.122327 % From Delivery Date

Moore & Cabot, Boston, Massachusetts

Micro-Mail Debt Date: 02-05-2019 @ 13:01:40 Filename: KENNBPORT Key: 2019 REFIBUL

COMMITMENT & INTEGRITY  
DRIVE RESULTS

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

(9) Feb 14, 2019  
T 800.426.4262  
EXHIBIT T 207.771.2112  
F 207.771.6635



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 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

**OCEAN AVENUE SEAWALL REPLACEMENT PROJECT  
KENNEBUNKPORT, MAINE**

			Shaw Brothers Construction Gorham, Maine		Sargent Corporation Stillwater, Maine	
Item No	Quantity	Item	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	LS	Mobilization/Demobilization	\$91,500.00	\$91,500.00	\$109,300.00	\$109,300.00
	1					
2	LS	Seawall Replacement	\$700,000.00	\$700,000.00	\$1,015,225.00	\$1,015,225.00
	1					
3	CY	Over Excavation	\$60.00	\$3,000.00	\$17.20	\$860.00
	50					
Total Amount of Base Bid			\$794,500.00		\$1,125,385.00	
Bid Documents (Per Checklist)			Yes		Yes	
Addendum 1 Acknowledged			Yes		Yes	
Security: Bid Bond / Penal Sum			Yes		Yes	
Item No	Quantity	Item	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
A1	LS	Removal and Replacement of 12-inch sewer pipe from SMH-233 to SMH-272	\$52,000.00	\$52,000.00	\$30,500.00	\$30,500.00
	1					
Total Amount of Alternate 1			\$52,000.00		\$30,500.00	



## 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

Jonathan E. Shaw  
Print Name

President  
Title

Attest:

Signature

Title

By:

Signature (Attach Power of Attorney)

Michael P. O'Brien  
Print Name

Attorney-in-Fact  
Title

Attest:

Signature

Title

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

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

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by Owner, or
  - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

## 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 Planck, Paula J. Cantara, Michael P. O'Brien, Christine M. Hosmer, Ryan Stevens, John M. Harbottle, Gary P. LaPierre, 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, Conn.

By:

*Robert L. Rancey*  
Robert L. Rancey, Senior Vice President

On this the 12th day of June, 2017, before me personally appeared Robert L. Rancey, 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 to do so, executed the foregoing instrument and the papers thereto contained by and in accordance with the laws of the State of Connecticut.

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

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors 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, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, 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 do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 7<sup>th</sup> day of February, 2019.

*Kevin E. Hughes*  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3830 or contact us at [www.travelersgroup.com](http://www.travelersgroup.com). Please refer to the Attorney-in-Fact number, the above-named individuals and the details of the bond to which the power is attached.

**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 RECIPIENT**

- 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**

Addendum No.	Addendum Date
<u>1</u>	<u>1-29-19</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

3.04 Bidder acknowledges the representations and certifications included in Section 00 45 05 are made a condition of the Bid.

#### ARTICLE 4 – BASIS OF BID

4.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s) based on unit prices included in the following schedule. **Bidder must complete all items.** Bidder shall submit Bids for the base Bid and Alternate 1. However, a single contract, if awarded, will be awarded for the base Bid.

#### BID PRICES SHALL EXCLUDE SALES AND USE TAX.

Item No.	Item Description with Unit or Lump Sum Price in Written Words	Estimated Quantity	Unit	Unit Bid Price (Numerals)		Total Bid Item Price (Numerals)	
				Dollars	Cents	Dollars	Cents
1	Mobilization/Demobilization @ <u>Ninety one thousand five hundred dollars and zero cents</u> Dollars and _____ Cents PER Lump Sum	1	LS	91,500.00		91,500.00	
2	Seawall Replacement @ <u>Seven hundred thousand dollars and zero cents</u> Dollars and _____ Cents PER Lump Sum	1	LS	700,000.00		700,000.00	
3	Over Excavation @ <u>Sixty dollars and zero cents</u> Dollars and _____ Cents PER Cubic Yard	50	C.Y.	60.00		3,000.00	

**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 figures)  
(Use words)

- 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> Dollars and <u>No</u> Cents PER Lump Sum	1	LS	52,000.00	

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

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

**ARTICLE 5 – ATTACHMENTS TO THIS BID**

5.01 The following documents are submitted with and made a condition of this Bid:

00 43 13 Bid Bond – Penal Sum Form

OR

Required Bid security in the form of Bond

Supplements:

00 43 36 Proposed Subcontractors Form

00 43 37 Proposed Suppliers Form

00 43 93 Bid Submittal Checklist

00 45 05 Bidder's Representations and Certifications including required submittals

00 45 13 Bidder's Qualifications

00 45 19 Non-collusion Affidavit



203806.37  
Issue Date: January 2019

OCEAN AVENUE SEAWALL REPLACEMENT  
KENNEBUNKPORT, ME

ARTICLE 6 – BID SUBMITTAL

6.01 This Bid is submitted by:

A Corporation

Corporation Name: Shaw Brothers Construction

State of incorporation: MAINE

Type: General Business

(General Business, Professional, Service, other)

By: [Signature]

(Signature – attach evidence of authority to sign)

Name (typed or printed): Jonathan E. Shaw

Title: President

(CORPORATE SEAL)

Attest: [Signature]

(Signature of Corporate Secretary)

Business Address: 341 Masher Road

Gorham, ME 04038

Phone & Facsimile Nos: (207) 839-2552 (207) 839-6237 Fax

Email address: BRADY@shawbrothers.com

Date of qualification to do business as out-of-state corporation: Aug 1977

A Limited Liability Company (LLC)

LLC Name: \_\_\_\_\_

State in which organized: \_\_\_\_\_

By: \_\_\_\_\_

(Signature – attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

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

Business Address: \_\_\_\_\_

Phone & Facsimile Nos: \_\_\_\_\_

Email address: \_\_\_\_\_

BID FORM  
00 41 01-5

WOODARD & CURRAN

203806.37  
Issue Date: January 2019

OCEAN AVENUE SEAWALL REPLACEMENT  
KENNEBUNKPORT, ME

A Joint Venture

First Joint Venturer Name: \_\_\_\_\_

By: \_\_\_\_\_

(Signature – attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

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

Business Address: \_\_\_\_\_  
\_\_\_\_\_

Phone & Facsimile Nos: \_\_\_\_\_

Email address: \_\_\_\_\_

Second Joint Venturer Name: \_\_\_\_\_

By: \_\_\_\_\_

(Signature – attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

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

Business Address: \_\_\_\_\_  
\_\_\_\_\_

Phone & Facsimile Nos: \_\_\_\_\_

Email address: \_\_\_\_\_

(Each joint venturer must sign. The manner of signing for each individual, partnership, corporation and limited liability company that is a party to the joint venture should be in the manner indicated above.)

WOODARD & CURRAN

BID FORM  
00-41-01-6

203806.37  
Issue Date: January 2019

OCEAN AVENUE SEAWALL REPLACEMENT  
KENNEBUNKPORT, ME

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: \_\_\_\_\_

WOODARD & CURRAN

BID FORM  
00 41 01-7

203806.37  
Issue Date: January 2019

OCEAN AVENUE SEAWALL REPLACEMENT  
KENNEBUNKPORT, ME

SUBMITTED ON:	2-7-2019
EIN/FEIN:	01-0350537

Communications concerning this Bid shall be addressed to:

Name: Jonathan Shaw  
Title: President  
Business Address: 341 Mather Rd PO Box 69  
Gorham, ME 04038  
Phone & Facsimile Nos: (207) 837-2552 (207) 839-6239 Fax  
Email address: JShaw@Shawbrothers.com

END OF SECTION

WOODARD & CURRAN

BID FORM  
00 41 01-8

SECTION 00 43 36

PROPOSED SUBCONTRACTORS FORM

The following Subcontractors, other persons and organizations are proposed to be employed to furnish portions of the Work. Attach additional sheets as necessary.

CONSTRUCTION *To Be Determined*

Name	Address	Type of Construction/ Area of Responsibility	% of Total Contract

203806.37  
Issue Date: January 2019

OCEAN AVENUE SEAWALL REPLACEMENT  
KENNEBUNKPORT, ME

DESIGN PROFESSIONALS

N / A

Name	Address	Area of Responsibility	% of Total Contract

END OF SECTION

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
	Gardiner ME	
United Concrete Products	123 Church St	Precast Wall Box Culvert
	Yallowville CT 06422	

END OF SECTION



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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

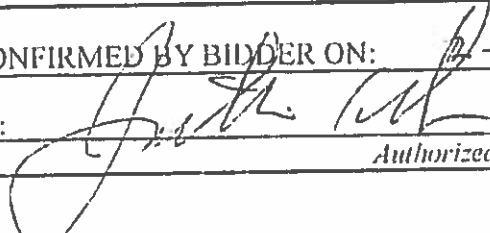
☒ 00 45 05 Bidder's Representations and Certifications

☐ 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:	2-7-19
By:	
Authorized person per Bid Form	

END OF SECTION

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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.

**BIDDER'S REPRESENTATIONS  
AND CERTIFICATIONS**

11. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which the Bid is submitted.

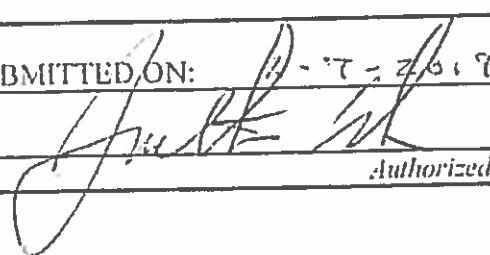
#### 1.02 Bidder's Certifications

- A. The Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid and has not solicited or induced any individual or entity to refrain from bidding.
- C. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish Bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

203806.37  
Issue Date: January 2019

OCEAN AVENUE SEAWALL REPLACEMENT  
KENNEBUNKPORT, ME

- 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:	12-7-2019
By:	
Authorized person per Bid Form	

END OF SECTION

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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

203806.37  
Issue Date: January 2019

OCEAN AVENUE SEAWALL REPLACEMENT  
KENNEBUNKPORT, ME

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.

- F. Describe Bidder's 24 hour/7 days per week emergency response and communication capabilities.

All supervisors and company owners (Tom & Dana Shedd) have cell phones that they answer 24/7. A list of emergency contacts will be provided at the preconstruction meeting.

- G. Following is a list of all projects Bidder has undertaken in the last 5 years which have resulted in partial or final settlement of the contract by arbitration or litigation.

N/A

Name of Client and Project	Contact Name/ Telephone No.	Original Contract Amount	Total Claims	Arbitrated or Litigated Amount of Settlement of Claims

203806.37  
Issue Date: January 2019

OCEAN AVENUE SEAWALL REPLACEMENT  
KENNEBUNKPORT, ME

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

1. Following is a list of labor disputes the Bidder has been the subject of, or otherwise been involved in, during the last 5 years. For these purposes, "labor disputes" shall include picketing or any other activity which disrupted or delayed the work. Attach additional sheets as necessary.

*N/A*

Name and Location of the Project	
Nature of the Dispute	
Duration and dates during which the dispute took place	
How the dispute was resolved	
Name and Location of the Project	
Nature of the Dispute	
Duration and dates during which the dispute took place	
How the dispute was resolved	

END OF SECTION

SECTION 00 45 19

NON-COLLUSION AFFIDAVIT

Terrence Shaw, 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 sub contract 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.



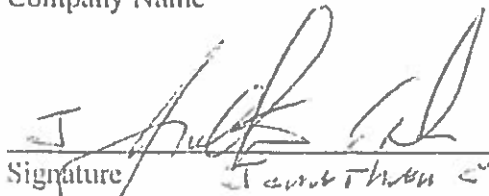
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Issue Date: January 2019

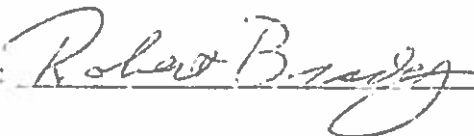
OCEAN AVENUE SEAWALL REPLACEMENT  
KENNEBUNKPORT, ME

8. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval, or submission of my firm's Bid on the Project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act, or other conduct inconsistent with any of the statements and representations made in this affidavit.

Shaw Brothers Construction  
Company Name

  
Signature Kenneth C. Shaw  
President  
Company Position

Date: 2-7-19

Attest: 

Date: 2-7-19

END OF SECTION

# Bid Estimate Worksheet

Shaw Brothers Construction, Inc.  
341 Mosher Road, PO Box 69  
Gorham, Maine 04038  
Phone: 207-839-2822  
Fax: 207-839-6239



## Specific Projects and References

### Owner References

MAC Air Group	Portland, Maine	Alan Caruso/Brigitte Miller	(207) 780-1811	amiller@maineenvall.com
ELC Management	Portland, Maine	Kev Eric Cianchette	(207) 774-1000	keachette@theagency.com
KDA Development	Scarborough, Maine	Kerry Anderson	(207) 883-3618	kerry@kdaassociates.com

### General Contractor References

Ciancho Corporation	Plusfield, Maine	Frank Sullivan	(207) 437-3311	frank@ciachobro.com
Landry French Construction	Scarborough, Maine	Kevin French	(207) 730-5566	kmfrench@landryfrenchconstruction.com
Rishara Brothers	Scarborough, Maine	Bill Rishara	(207) 883-3920	bill@rissara.com

### Municipality References

City of Portland	Portland, Maine	John Emerson	(207) 874-8468	john@portlandmaine.gov
City of Biddeford	Biddeford, Maine	Tom Milligan	(207) 284-9118 Ext 139	tom.milligan@biddefordmaine.org
City of Saco	Saco, Maine	Chris Gallant	(207) 284-6641	cgallant@sacomaine.gov

### Engineer References

Sebagh Technical Services	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			
	Rubara Brothers Construction	Bill Rishara - (207) 883-3920		
DIME Office Building	Site work 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 International	New highway ramp which included large rock cuts			
	McDOT - LaRay Hamilton	(207) 885-7600		

207-592-1361

# Bid Estimate Worksheet

Shaw Brothers Construction, Inc.

341 Moline Road, PO Box 69

Gorham, Maine 04038

Phone: 207-839-2552

Fax: 207-839-6239



## Key Individuals

Name	Title	Years of Service w/ Shaw Brothers	Present Commitments
Jonathan Shaw	President	42	Directly involved with day to day operations of all projects
Daniel Shaw	Treasurer	42	Directly involved with day to day operation of pits, quarries & maintenance shop
Thomas Diegel	Vice President/CFO	29	Financial oversight
Bruce Brown	Project Manager	27	Project manager for various projects. Coordinates master daily schedule
Mark Barnes	Project Manager	34	Project manager for various projects. General manager of paving operations
Adam St Michael	Project Manager	14	Project manager for various projects
Chris Dyer	Asst. Project Manager	6	Project manager for various projects
RJ Dunn	Project Manager	1	Project manager for various projects
Kevin R	Plant Manager	39	Manages all aspects of equipment maintenance
John Fairweather	General Superintendent	36	Oversees various projects
Larry Kussela	Project Supervisor	35	Onsite supervisor for various projects
Steve Walton	Project Supervisor	40	Onsite supervisor for various projects
John Bell	Project Supervisor	31	Onsite supervisor for various projects
Chris Boudet	Project Supervisor	40	Onsite supervisor for various projects
Josh Fairweather	Project Supervisor	32	Onsite supervisor for various projects
Corey Foster	Project Supervisor	26	Onsite supervisor for various projects
Jim Hegeman	Project Supervisor	15	Onsite supervisor for various projects
Anthony Parsley	Project Supervisor	13	Onsite supervisor for various projects
Luke Nielsen	Project Supervisor	12	Onsite supervisor for various projects
Dean Adams	Project Supervisor	6	Onsite supervisor for various projects
Todd Knudsen	Project Supervisor	4	Onsite supervisor for various projects
Andrew Robinson	Project Supervisor Paving	2	Onsite supervisor for various projects
John Garvin	Project Supervisor/Inspector	4	Oversees and coordinates all paving projects
James Bryant	Field Surveyor	22	Onsite supervisor for various projects/Surveyor
Mark Roberts	Field Surveyor	8	Field Surveyor for projects
R. Brett Brady	Field Surveyor	4	Field Surveyor for projects
Kristen	Chief Estimator	15	Reviews Estimates projects
Kevin	Estimator	14	Takeoff/Cad/Estimating
Mitch Elliot	Estimator	5	Takeoff/Cad/Estimating

[illegible]

[illegible] $2.10 \pm 0.04$

SHAW BROTHERS CONSTRUCTION, INC.

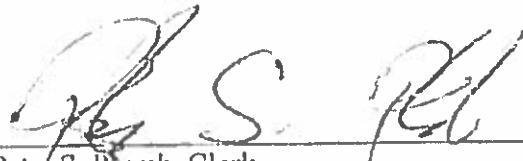
I, Peter S. Plumb, Clerk of SHAW BROTHERS CONSTRUCTION, INC. certify that the following named individuals hold the offices set forth opposite their respective names as of the date below:

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.

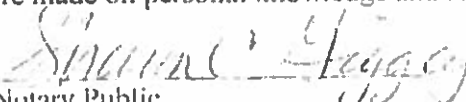
Dated: May 11, 2018

  
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 C. GOGLEY  
A NOTARY PUBLIC OF MAINE  
MY COMMISSION EXPIRES JULY 24, 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	Landry/French Construction
	Project	DHHS Office Building
Question	City	Portland, Maine
1	What was your role on the project?	Construction Manager
2	How was the quality of the work?	Awesome, we've worked together for 25 years.
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?	Very good, no issues.
8	How many Change Orders, and how were they in dealing with them?	Good, can't recall the exact number since the project was 3-4 year ago. The COs were related to things discovered underground that were not anticipated.
9	Would you recommend the Contractor for Similar Work or hire them again?	Absolutely
10	Were there any bonds invoked or legal efforts initiated by any parties?	No
11	Do you have any other comments?	"Can't get any better with Shaw Brothers"
	Contact	Kevin French (207) 730-5566





**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
Question	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



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.

A handwritten signature in blue ink, appearing to read "Barry Sheff".

Barry Sheff, P.E.  
Senior Principal

A handwritten signature in blue ink, appearing to read "Megan McDevitt".

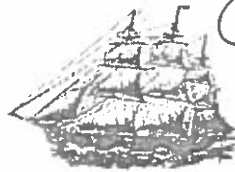
Megan McDevitt, P.E.  
Project Manager

BSS/  
203806.37

Accepted this \_\_\_\_ Day of \_\_\_\_\_, 2019

By: \_\_\_\_\_

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



## KENNEBUNKPORT WASTEWATER DEPARTMENT

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

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 14<sup>th</sup> 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#...: REPLACMENT 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	3	78.040	EA	234.12
	QUOTING 6" GATE WITH A FILLER FLG.				
SP-N2030FF-160	6" FLANGED OS&Y VALVE	3	534.640	EA	1603.92
SP-N7700-180	8" FLANGED CHECK VALVE	3	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 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: \$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://wolselevna.com/terms\\_conditionsSale.html](http://wolselevna.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.

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Price Quotation # B339332

**FERGUSON WATERWORKS #1396**

94 PLEASANT AVENUE  
50 PORTLAND, ME 04106-5614

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
FNWNBGZIRF8U	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 Quantity	Per	Description	Unit Price	Extended I Price
3	EA	6 FLG CHECK VALVE L&W 600 SERIES AIS COMPLIANT	2,301.25	6,903.75
3	EA	6X2 FLG FILLER PIECE	115.88	347.65
3	EA	6 AW FLG RS VALVE AIS COMPLIANT	OS&Y C 792.18 L	2,376.54
6	EA	8 AW FLG RS VALVE AIS COMPLIANT	OS&Y C 1,209.85 L	7,259.10
3	EA	8 FLG CHECK VALVE AIS COMPLIANT	L&W	3,487.10 10,461.30

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 Number  
02/01/19 61904351

To:  
KENNEBUNKPORT SEWER DEPT SAME

PO BOX 1038 PO BOX 1038  
KENNEBUNKPORT ME 04046-1038 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#
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\*-----\*

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

Sub Total: 32625.54  
Tax: 0.00  
Total: 32625.54

## CUSTOMER

**Job**  
**KKW Clow Gate Valve Prices**  
**Bid Date: 02/01/2019**  
**Bid #: 826194**

## CONTACT

**Core & Main**  
29 Eisenhower Dr  
Westbrook, ME 04092  
(T) 207-464-0585

# Salon



### 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
				<b>Sub Total</b>	<b>42,199.02</b>
				<b>Tax</b>	<b>0.00</b>
				<b>Total</b>	<b>42,199.02</b>

**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/TandC/>

**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, thereunto duly authorized, this \_\_\_\_ day of \_\_\_\_\_, 2019.

WITNESS:

124 Ocean Avenue LLC

By: \_\_\_\_\_  
Shiva Natarajan, Manager

STATE OF MAINE  
YORK, ss.

\_\_\_\_\_, 2019

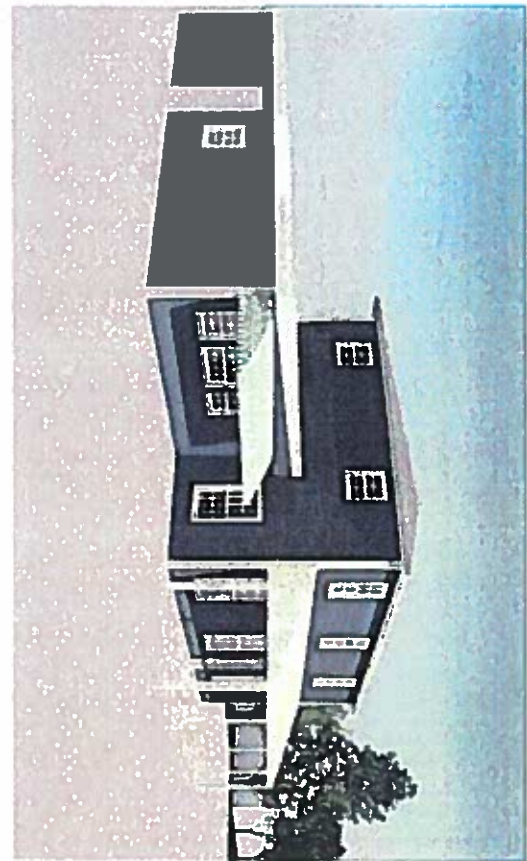
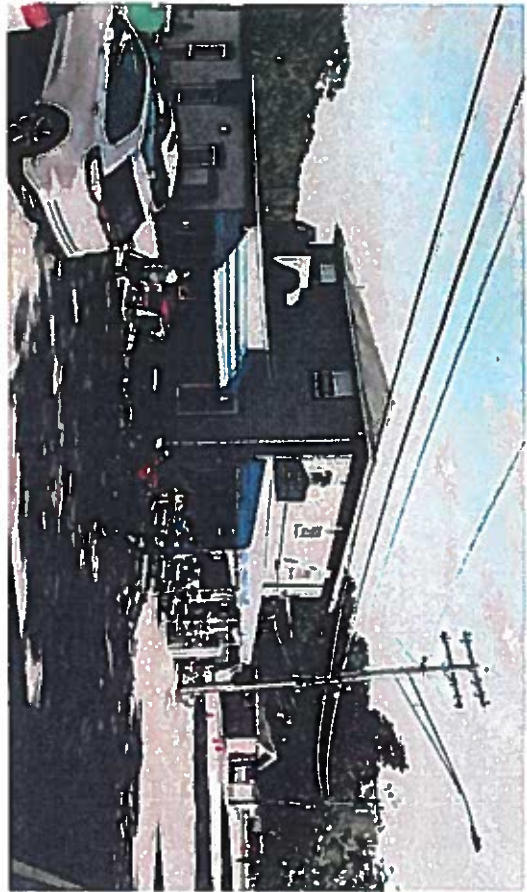
Then personally appeared the above-named Shiva Natarajan, Manager of 124 Ocean Avenue LLC, and acknowledged the foregoing instrument to be her free act and deed in his said capacity and the free act and deed of said company.

Before me,

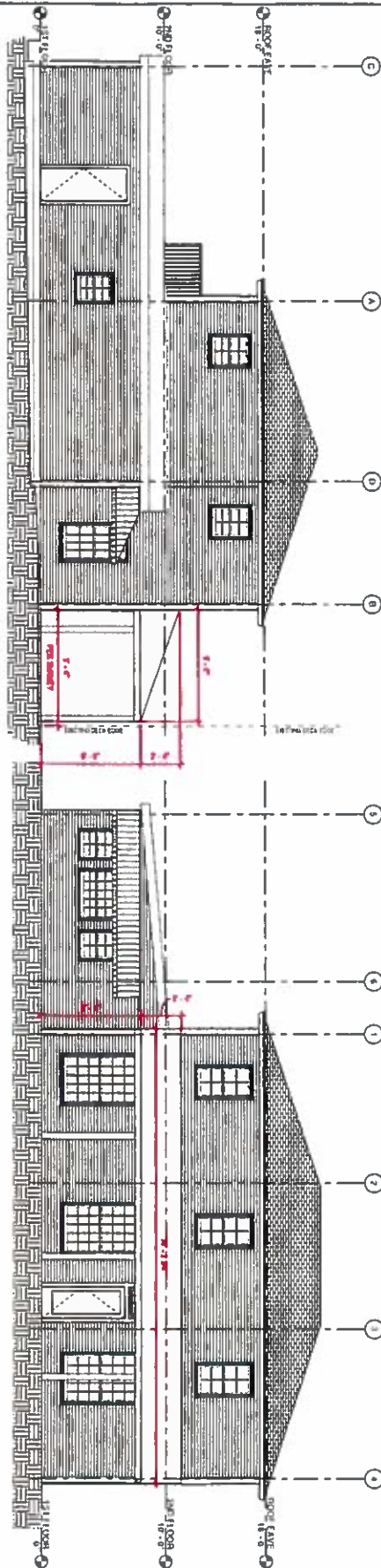
\_\_\_\_\_  
Notary Public/ Maine Attorney-at-Law  
Printed Name: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_







① MONTHLY EVALUATION COST 1  
1.4' x 1.0'



⑦ WEST ELFAIRWAY EGYPT

REVIEWS				

EXT. CANOPY	
Serial	Disassembly
Year of Mfg.	Label
Date	Disassembly by
Issue Date	Checker
Ref. Input	
2015	

### A1.3

**CRIMES**  
LAST MONTH IN  
MILWAUKEE

## Mable's Kennebunkport

124 Ocean Ave, Kennebunkport, ME 04046

13	Chapin Ann Knechtberger, Wife of	14
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**LASSEL**  
ARCHITECTS P.C.  
1000 17th Street, N.E.  
Atlanta, GA 30309  
(404) 525-1100  
www.lassel.com

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,

A handwritten signature in black ink, appearing to be 'Turner Porter', written in a cursive style.

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

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### 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 7<sup>th</sup> day of SEPTEMBER, 2018.

Daniel T. Rush  
WITNESS

Mark J. Rogers  
MARK J. ROGERS

Daniel T. Rush  
WITNESS

Alison S. Rogers  
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,

Daniel T. Rush  
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

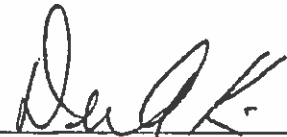
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**CORRECTIVE WARRANTY DEED**  
(Maine Short Form)


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 19<sup>th</sup> 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 – Lot 6



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.

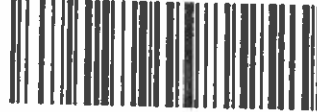
The cost of any remediation of Lot 6 necessitated by the utilization of the Easement Area shall be borne equally by the owners of Lot 6 and Lot 5, and the owners of the Robert and Janice Reid premises shown on the Plan in accordance with the aforesaid Road Maintenance Agreement recorded on December 29, 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 →  
After recording return to:  
Daniel T. Rush, P.A.  
124 Fletcher Street  
Kennebunk, ME 04043

DEBRA L. ANDERSON, REGISTER OF DEEDS



Bk 17820 PG 837  
Instr # 2018043112  
10/11/2018 02:35:13 PM  
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**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 2<sup>ND</sup> day of OCTOBER, 2018.

[Signature]  
WITNESS

[Signature]  
KATHLEEN A. KNERAM

[Signature]  
WITNESS

[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

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**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 19 day of OCTOBER, 2018.

Daniel Munk  
WITNESS

Nicholas Phillips  
NICHOLAS PHILLIPS

Daniel Munk  
WITNESS

Judith Phillips  
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 Munk  
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 ASSOICATION'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.

PROPERTY LINE TABLE			
LINE	DIRECTION	DISTANCE	REMARKS
1	N 81° 30' 00" E	115.67'	
2	S 17° 00' 00" E	37.21'	

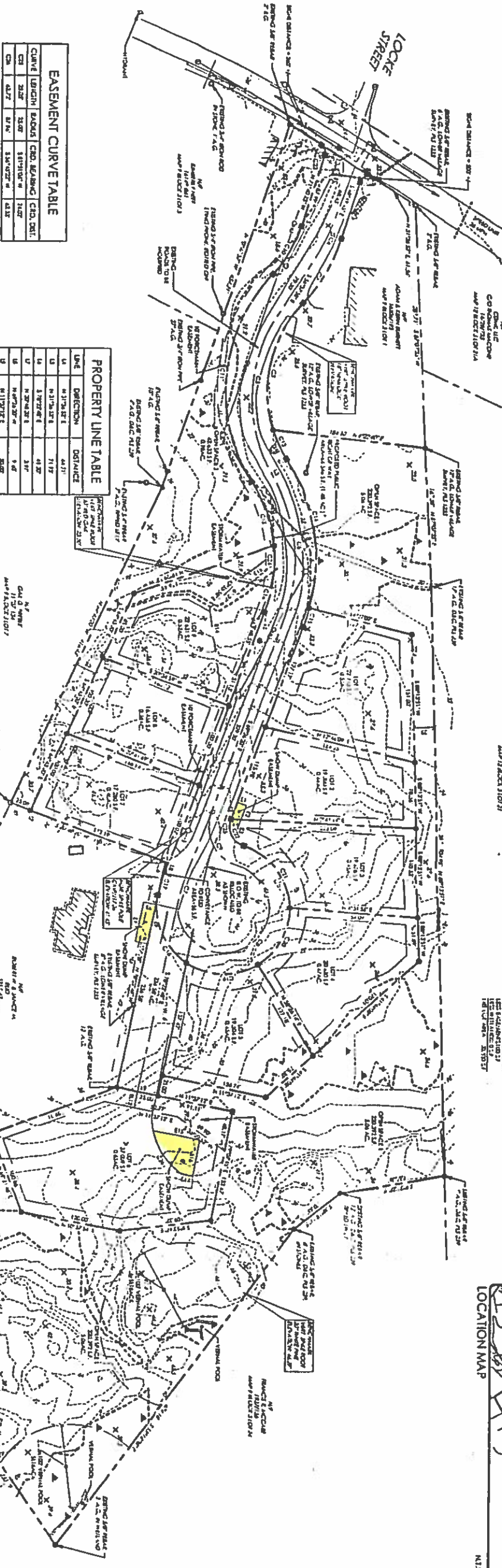
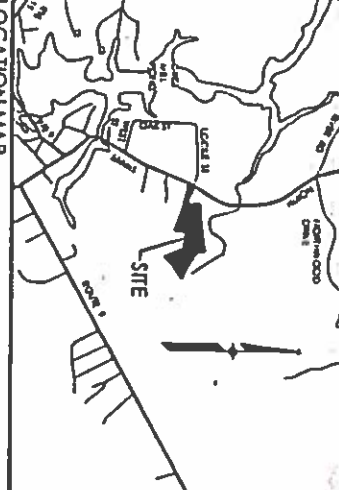
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LOT 3	10.00'	10.00'	10.00'

RESIDENTIAL AREA CALCULATIONS:			
LOT 1	10.00'	10.00'	10.00'
LOT 2	10.00'	10.00'	10.00'
LOT 3	10.00'	10.00'	10.00'

LOT SUMMARY			
LOT 1	10.00'	10.00'	10.00'
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GENERAL NOTES:

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PROPERTY LINE TABLE			
LINE	DIRECTION	DISTANCE	REMARKS
1	N 81° 30' 00" E	115.67'	
2	S 17° 00' 00" E	37.21'	

PROPERTY CURVE TABLE			
CURVE	LENGTH	BEARING	CHORD DIST.
C1	10.00'	10.00'	10.00'
C2	10.00'	10.00'	10.00'
C3	10.00'	10.00'	10.00'

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2	S 17° 00' 00" E	37.21'	



STATE OF MAINE  
COUNTY OF KENNEBUNKPORT  
TOWN OF KENNEBUNKPORT  
PLANNING BOARD

APPROVAL:  
DATE: \_\_\_\_\_  
CHARACTER: \_\_\_\_\_

SNOW DUMP EASEMENT PLAN  
NO WALLACE WOODS  
NORTH STREET  
KENNEBUNKPORT, ME 04040  
FOR RECORD OWNER:  
TURNER PORTER  
149 EPPING ROAD, SUITE 2A  
BOSTON, MA 02108

**SEBAGO**  
TECHNICS  
www.sebagotechnics.com  
15 John B. Roberts Rd.  
Suite 4A  
South Portland, ME 04106  
Tel: 203-264-7100

DATE	BY	REVISION	DESCRIPTION
10/01/16	CDM	1	REVISED SNOW DUMP EASEMENT LOT 6
07/27/16	ASJ	2	REVISED SNOW DUMP EASEMENTS
07/27/16	CDM	3	ISSUED FOR CLIENT REVIEW

REVISION: \_\_\_\_\_ DATE: \_\_\_\_\_ STATUS: \_\_\_\_\_

THE PLAN SHALL NOT BE ADOPED WITHOUT WRITTEN PERMISSION FROM SEBAGO TECHNICS, INC. ANY ALTERATIONS, AMENDMENTS OR CORRECTIONS SHALL BE AT THE USER'S SOLE RISK AND NOT BEHOLD OF SEBAGO TECHNICS, INC.



## Memorandum

**To:** Board of Selectmen  
Laurie Smith, Town Manager  
**From:** John Everett, Fire Chief  
**RE:** Street Ordinance  
**Date:** 2/7/2019

State law requires the town to conform to a set of standards regarding how streets are named and numbered. This is to assist all First Responders to find all addresses in a safe and efficient manner.

Late last year we applied the Street Ordinance, as written, to King's Highway, Wildwood Ave. and Sand Point Rd. It was discovered that while the Ordinance fixed most of the addressing issues, it created others. It was decided that the Ordinance as written needed some more adjustments. These adjustments will:

- Allow for more right of ways to be named. Naming a right of way helps plan for added growth to that road and the added numbers needed to address it.
- Adds language to who is responsible for what, regarding naming, numbering and enforcing.
- Addresses where the number comes from corner lots.
- Gives guidance to numbering duplexes and mixed-use occupancies.

Making the changes suggested in the revised Ordinance should allow for the implementation with less areas of concern than as written currently. The Public Safety Committee is in favor of these changes.





## TOWN OF KENNEBUNKPORT, MAINE

### STREET ORDINANCE

**PURPOSE:** The purpose of this ordinance is to provide each street, road and way (hereinafter referred to as street) both public and private, with one official and approved name and all residences and businesses thereon assigned numbers that will enable quick, easy identification and location of same by police, fire, emergency medical personnel and mercantile delivery services, as well as the U. S. Postal Service address. Use of a Post Office Box for mail delivery does not defeat the purpose of this Ordinance.

#### ARTICLE I - AUTHORITY

This Ordinance is adopted pursuant to, and consistent with, the Municipal Home Rule Powers as provided for in Article VIII, Part 2, Section 1 of the Constitution of the State of Maine and Title 30-A, M.R.S.A. Section 3001. Date of Adoption: January 9, 1997. Amended: 6/12/2018

#### ARTICLE II – NAMING SYSTEM

Roads that serve 2 structures may be named regardless of whether the ownership is public or private. All roads that serve three or more structures shall be named regardless of whether the ownership is public or private. A "road" refers to any highway, road, street, avenue, lane, private way, or similar paved, gravel, or dirt thoroughfare. A road name assigned by the municipality shall not constitute or imply acceptance of the road as a public way.

The following criteria shall govern the naming system:

1. No two roads shall be given the same name (ex. Pine Road and Pine Lane)
2. No two roads shall have similar-sounding names (ex. Beech Lane and Peach Lane).
3. Each road shall have the same name throughout its entire length.
4. Roads named prior to the adoption of the Street Ordinance shall, unless requested, remain the same.
5. Should two roads/streets that are currently dead ends ever be connected to improve public safety conditions may keep their individual names up to the point of connection, unless the combined residences of the two roads wish to rename the newly configured road as outlined in Article VII of this ordinance.

#### PRIVATELY OWNED STREETS

All privately owned streets serving two (2) properties may be named. All privately owned streets serving three (3) or more properties shall will be named, either by the developer, subdividing property owner, or abutting property owners, or the Town. The Town will name privately-owned streets, that meet the

established criteria, if the developer, sub-dividing property owner or abutting property owners do not come to an agreement on an acceptable name that meets Town criteria. A developer, sub-dividing property owner or abutting property owners shall submit proposed street names with the development or sub-dividing plan. If all property owners use this right of way to access their occupancy, all occupancies on this street will be addressed using the new street name and the number assigned. Occupancies on a corner lot will follow Article III of this ordinance.

### ARTICLE III- STREET NUMBERING

The following criteria shall govern the numbering system:

1. Numbers shall be assigned every 50 (fifty) feet along both sides of the road, with even numbers appearing on the left side of the road and odd numbers appearing on the right side of the road, as the numbers ascend. A 25-foot or less interval may be applied in more densely structured areas. Existing street numbers assigned on the 100' interval will remain, so long as there are no addresses containing the use of alpha or rear designate and reasonable conditions allow for new street numbers to be assigned.
2. Streets will be defined as "running from" one street "to" another street, dead end or Town line. The "from" end will be known as the "origin" of the street, the "to" end will be the "terminus". The numbering shall start at the origin of a street, with odd numbers on the right and even numbers on the left, in ascending order to the terminus of the street. Four (4) streets, River Road, Woodlawn Avenue, Arbor Ledge Drive and Poets Lane, have odd numbers on the left and even on the right are grandfathered.
3. The number assigned to each structure shall be that of the numbered interval falling closest to the driveway front door of said structure. If the front door cannot be seen from the main road the number assigned to that structure shall be that of the numbered interval falling closest to the driveway.  
~~For structures situated on a corner of 2 streets, the structure will be numbered based on the driveway location.~~ For structures situated on a corner of 2 streets, the structure will be addressed (street and number) based on the front door location. If the front door is not visible from the street, the address (street and number) shall be on the street adjacent to the driveway.
4. Every structure with more than one principle occupancy shall may have a separate number for each occupancy, i.e. duplexes will may have two separate numbers. The decision of which structures are given one or two numbers is made by the Addressing Officer and not the property owner. If the decision is one number, each occupancy in the building would be given a unit designation that goes along with the single address number. If the decision is two numbers, each occupancy will have a single address number with no apartment designation. For example, with a single number, a duplex could have an address of 235 Maple Rd. Apt. 1 or 2. With two numbers assigned to one structure, a duplex could have 235-237 Maple Rd, where each apartment is given a street number. In buildings with 3 occupancies or more, the building will have one street number and each occupancy will have its own unit number, apartments will have one road number with an apartment number, such as For example, an apartment building would be, 235 Maple Road, Apt 2-1, 2 or 3.
5. (Existing) Condominium complexes will be numbered from the access point, and assigned unit #'s., such as 272 Mills Road, Unit 1F, regardless of the size of the complex

6. Any new subdivision, approved by the planning board, will have all interior roads named as part of the application/plan process. In the case of the subdivision with condominium units, they will be numbered/addressed on the road as either a single structure or duplex.
7. An "in-home" business will have the same street number as the residence.

#### ARTICLE IV – COMPLIANCE

All owners of structures shall display and maintain in a conspicuous place on said structure, assigned numbers in the following manner:

1. Number on the Structure or Residence. Where the residence or structure is within 50 (fifty) feet of the edge of the road right-of-way, the assigned number shall be displayed on the front of the residence or structure near the front door or entry.
2. Number at the Road Line. Where the residence or structure is over 50 (fifty) feet from the edge of the road right-of-way, the assigned number shall be displayed on a post, fence, wall, the mail box, or on some structure at the property line adjacent to the walk or access drive to the residence or structure.
3. Size, Color, and Location of Number. Numbers shall be of a color that contrasts with their background color and shall be a minimum of four (4) inches in height. Numbers shall be located to be visible from the road at all times of the year.
4. Proper number. Every person whose duty is to display an assigned number shall remove any different number which might be mistaken for, or confused with, the number assigned in conformance with this ordinance.
5. Owners of properties failing to exhibit their assigned number(s) in accordance with this Article shall be notified by certified regular mail, using the current address to which the real estate tax assessment is mailed. **The first notice is a letter and is sent as a reminder about the ordinance and that the property is not in compliance. The first notice will have a 30-day period for the property to be brought into compliance without any fine. The 30-day window starts the day the letter from the Town is mailed. If after the 30 days and the property is not in compliance, a second notice will be sent by certified mail, using the current address to which the real estate tax assessment is mailed. The second** Such notice shall include a copy of this Ordinance, without Appendices, and advise that the owner is in default of this Ordinance and that a fine of ~~twenty-five (\$25.00)~~ **fifty (\$50.00)** dollars will be assessed to the property if compliance is not accomplished within forty-five (45) days of the date of the mailing of the certified letter. Additionally, a fine of one (1) dollar will be assessed for each day after the forty-fifth (45th) day that the owner remains in non-compliance. It shall be the owner's responsibility to have compliance verified by the appropriate official(s) after notification of default.
6. All monies, if any, collected in accordance with Section 5 above will be used to administer this Ordinance. At the Annual Town Meeting, the balance, if any, at the end of the fiscal year shall either be re-appropriated to this account or designated as un-appropriated surplus.

#### ARTICLE V – RESPONSIBILITY

1. The Board of Selectmen, hereinafter referred to as "The Board", shall be responsible for approving the naming and numbering of streets. The Board may assign or delegate the approval process to the

Addressing Office, who will utilize the Public Safety Committee to review new requests for naming streets prior to notification of requesting individuals.

2. If the Board delegates the responsibility to another official or committee, the Town Manager will rule on the first appeal and, if not resolved, the Board shall hear a final appeal. All appeals shall be filed within thirty (30) days of the denial and ruled upon within thirty (30) days of filing the appeal.

#### **ARTICLE VI - ADDITIONAL REQUIREMENTS**

1. All named streets shall have a signpost erected at each end thereof, except that a dead-end street will not require one on the dead end. A cul-de-sac or other turn around will be considered a dead end. All signs shall be of a uniform size, lettering and color as designated by the Town Manager.
2. Costs for erecting signs for all streets within a private development will be borne by the developer.
3. Appendix I of this Ordinance shall be a complete list of all streets in the Town of Kennebunkport as of the date of enactment of this Ordinance. Said list will contain a brief description, locating the street by reference to the origin and terminus of the street, list all intersecting streets and the point of intersection. Appendix I will also be maintained current with a record of changes/additions thereto and the date of the change/addition.
4. Any circumstance, situation or question determined to not be covered in this Ordinance, shall be resolved by the Board and that resolution made part of this Ordinance.

#### **ARTICLE VII - NAME CHANGES**

1. Except for the purpose of removing existing duplications and similarities, it is the intent of this Ordinance that a street not have its name changed. However, if a two-thirds majority of the residents and property owners on that street provide a compelling reason and petition the Board for a name change, the Board shall deliberate the request and render their decision no later than two (2) months after the first meeting held after receipt of the request. The Board's decision may be to grant or deny the request, or, if the change has Town-wide significance, to present the request to the voters of the Town of Kennebunkport at a Town Meeting, either annual or special.
2. Existing duplications and similarities will be reviewed by the Board, if the Board decided that a name should be changed, the procedure for naming streets outlined in Article III shall be used as a guide.
3. If a name change is approved, the local postmaster or office will be advised and requested to provide a change-over period which will recognize both the old and the new address.

#### **DEFINITIONS**

**CUL-DE-SAC:** A loop on the dead end of a street to provide a convenient turn around without encroaching upon private driveways.

**DRIVEWAY:** A vehicular access from a street to a residence or business.

**SQUARE:** A center of activity, usually business and usually the intersection of several streets. It also can be a memorial or historical plot. Residences and businesses located in a Square may be numbered as on the Square or on a street forming the Square.

**STREET:** Any way that provides vehicular access to two (2) or more residences, businesses or properties (existing or planned) or has the potential for same, whether public or private. It may be called an Alley, Avenue, Boulevard, Circle, Court, Drive, Lane, Parkway, Place, Road, Way, or other such descriptive title.

**TURN-AROUND:** A bulbous end of a dead-end street to facilitate a reversal of direction with a minimum of backing and filling usually made to accommodate automobiles not larger trucks.

## **APPENDICES**

**APPENDIX I:** A list of all Kennebunkport streets, public and private ([click to view](#)).

**APPENDIX II:** Maps of Kennebunkport streets and index thereof.

**APPENDIX III:** Record of changes.

EXHIBIT G - 2-14-2019  
20



## Specialized Purchasing Consultants Corp.

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### CONTRACT

THIS CONTRACT (the "Contract") is made this 14th day of February, 2019, 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 (l) 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 (l) 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.





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- 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.
  - g. **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.
  - h. **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.
  - i. **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.
  - j. **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.
  - k. **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.
  - l. **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.
  - m. **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.
4. **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.
5. **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.
6. **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 initialing 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) hereof,
  - 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)

Client Initials:

Accept  

9. **Entire Agreement.** This Contract represents the entire agreement between Contractor and Client with regard the subject matter hereof. No oral negotiations, discussions, or agreements, either prior to or subsequent to the date of this Contract, with regard to the subject matter hereof, 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> <u>, ME 04046</u>
Telephone Number	<u>(207) 967-4243</u>
Fax Number	<u> </u>
E-mail address	<u>lsmith@kennebunkportme.gov</u>

### CONTRACTOR (SPECIALIZED PURCHASING CONSULTANTS)

SPC Corporate  
Signature

Skip Tilton, President





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President

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Corporate Email Address:  
[stilton@spccopypro.com](mailto:stilton@spccopypro.com)

VISIT US ON THE WEB:  
[www.spccopypro.com](http://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)