

**Board of Selectmen Meeting
December 12, 2019
5:30 PM
Village Fire Station—32 North Street**

Minutes of the Selectmen's Meeting of December 12, 2019

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

Others: Michael Davis, Arlene McMurray, Nina Pearlmutter, John Ripton, Craig Sanford, Chris Simeoni, Laurie A. Smith, Amy Tchao, and Andrew Welch

1. Call to Order.

Chair Daggett called the meeting to order at 5:35 PM.

2. Executive Session pursuant to MRSA 1, §405-6E to consult with Town Attorney.

Motion by Selectman Matthews-Bull, seconded by Selectman Hutchins, to go into executive session pursuant to MRSA 1, §405-6E to consult with Town Attorney to discuss the legal rights and responsibilities regarding Goose Rocks Beach litigation. **Vote:** 4-0.

The Board went into executive session at 5:35 PM and came out at 6:38 PM.

No action was taken.

3. Approve the November 21, 2019, selectmen meeting minutes.

The meeting resumed at 6:38 PM.

Motion by Selectman Hutchins, seconded by Selectman Matthews-Bull, to approve the November 21, 2019, selectmen meeting minutes. **Vote:** 4-0.

4. Public Forum (This is an opportunity for anyone who wants to address the Board of Selectmen with any issue that is not on the agenda.).

Nina Pearlmutter spoke about her safety concerns with cyclists riding on narrow streets such as North Street where there is not much shoulder and the difficulty of cars trying to avoid them. She was also concerned about all of the landscaping trucks with trailers that are parking in the street and blocking the road making it difficult for ambulances and fire trucks to get by if there is an emergency. She suggested perhaps police should start ticketing vehicles parked in non-parking spots.

Tree Warden John Ripton thanked the Board for providing funds in the budget for the maintenance of trees. He wanted it on record as Tree Warden his concerns regarding recycling. He mentioned statistics for the costs residents accrue when they drive to drop off recycling at the Sea Road Transfer Station and said it discourages them from recycling. He was also concerned about discontinuing paper recycling. He said he would be sending a letter of his concerns to the town manager.

Selectmen Hutchins and Daggett explained that the town is working on the recycling issues.

5. Review of Ocean Avenue Seawall Project.

Public Works Director Michael Claus turned the meeting over to Meagan McDevitt, engineer from Woodard and Curran. She explained that changes were made to the scope of work on the Ocean Avenue seawall project that caused the budget to be over by 10% and how the town may get the seawall project back under budget by removing sections of wall at each end without creating a public safety issue. Mr. Claus added that the goal is to be done before Memorial Day.

Motion by Selectman Hutchins, seconded by Selectman Matthews-Bull, to accept the revised plan for the Ocean Avenue seawall project which would reduce the cost to \$986,293, which is \$13,707 under budget. **Vote:** 4-0.

6. Appoint Code Enforcement Officer.

Director of Planning and Development Werner Gilliam introduced Andrew Welch. He said the town hired him as assistant code enforcement officer. He is a resident and Captain in the Kennebunkport Volunteer Fire Department. He was employed at Portland Water District and has a background in construction and engineering as well as facility maintenance.

Motion by Selectman Hutchins, seconded by Selectman Matthews-Bull, to appoint Andrew Welch as an assistant code enforcement officer for a term expiring in July 2020. **Vote:** 4-0.

7. Review proposed Land Use Ordinance revisions regarding public hearing notice requirements.

Mr. Gilliam explained that losing the *Journal Tribune* caused problems with the publication of public hearings. The proposed amendments allow the Board of Appeals and Planning Board three days' notice instead of 10 days' notice to publish a notice of hearing in the newspaper of general circulation in Kennebunkport and to also publish it on the Town's webpage at least 10 days prior to the hearing date.

8. Award bid for the purchase of a new Ford Explorer for the police department.

Police Chief Craig Sanford reported that the police department was not able to purchase a Dodge that he budgeted for this year. So, he solicited quotes from local Ford dealers for a Ford Explorer instead. He received two quotes:

- Key Ford - \$33,700 less trade in of 2015 Ford Explorer = \$28,525.00
- Arundel Ford - \$28,940.00 which includes the trade in for the 2015 Ford Explorer

Chief Sanford would like to purchase the vehicle from Key Ford. The cost of \$28,525.00 plus the cost of removing equipment and electronics cost him over the \$30,000 amount budgeted. He would like to take \$4,000 from the Picavet fund to cover the costs not in his budget.

Motion by Selectman Hutchins, seconded by Selectman Briggs, to award the bid to Key Ford for the purchase of a new Ford Explorer at a cost of \$28,525.00 plus the cost of removing equipment and electronics using \$4,000 funds from the Picavet account and the rest from the police budget. **Vote:** 4-0.

9. Adopt resolution to authorize the Town of Kennebunkport to amend loan agreements and notes issued for a wastewater treatment plant and pump station upgrades project.

Selectman Hutchins: I move that the resolution entitled, "Resolution to Authorize Town of Kennebunkport to Amend Loan Agreements and Notes Issued for a Wastewater Treatment Plant and Pump Station Upgrades Project," be adopted in form presented to this meeting and that an attested copy of said Resolution be filed with the minutes of this meeting." **Seconded** by Selectman Briggs. **Vote:** 4-0. See Exhibit A.

10. Consider supplemental assessments for two new sewer service connections.

Deputy Public Works Director Chris Simeoni said he received to new sewer connections: map 41, block 2, lot 8B; and map 9, block 2, lot 20. The first parcel prorated portion of the user fee is \$60.79, and the second parcel is \$46.76.

Motion by Selectman Hutchins, seconded by Selectman Matthews-Bull to authorize the supplemental assessments for two new sewer service connections totaling \$107.55. **Vote:** 4-0.

11. Authorize contract with Huber Technology to refurbish both Huber Fine Screens at Wastewater Treatment Plant.

Mr. Simeoni said the screens are starting to wear out, and they are having a hard time keeping them up and running.

Motion by Selectman Hutchins, seconded by Selectman Briggs, to authorize a contract with Huber Fine Screens to refurbish both Huber Fine Screens at the Wastewater Treatment Plant at a cost of \$25,560.12. **Vote:** 4-0.

12. Approve the 2020 waste hauling permits.

Motion by Selectman Hutchins, seconded by Selectman Matthews-Bull, to approve the waste hauling permits for Casella Waste System, Inc. and Waste Management Maine. **Vote:** 4-0.

13. Accept \$300 donation from an anonymous donor to the nurses' general account.

Motion by Selectman Matthews-Bull, seconded by Selectman Hutchins, to accept the \$300 donation from an anonymous donor to the nurses' general account. **Vote:** 4-0.

14. Other Business.

Selectman Briggs announced that the Heritage Housing Trust had a very successful evening at the Boathouse. They raised \$13,409.00.

Selectman Matthews-Bull thanked the volunteers who helped at the first weekend of Prelude. She added everything is on for this weekend, rain or shine.

15. Approve the December 12, 2019, Treasurer's Warrant.

Motion by Selectman Hutchins, seconded by Selectman Matthews-Bull, to approve the December 12, 2019, Treasurer's Warrant. **Vote:** 4-0.

16. Adjournment.

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

The meeting adjourned at 7:20 PM.

Submitted by Arlene McMurray
Administrative Assistant


**TOWN OF KENNEBUNKPORT
SECOND AMENDMENT TO 2018 CLEAN WATER STATE REVOLVING FUND
BOND ANTICIPATION NOTE
(ALLONGE)**


The undersigned duly authorized representatives of the **Town of Kennebunkport** and for good and valuable consideration do hereby amend the 2018 Clean Water State Revolving Fund Bond Anticipation Note dated January 4, 2018, as amended on January 4, 2019, in the face amount of One Million Seven Hundred Thousand and 00/100 Dollars (\$1,700,000.00) running from the Town of Kennebunkport to the Maine Municipal Bond Bank to change the maturity date of said Note to read as follows:

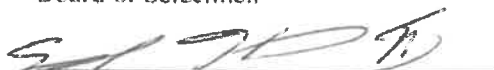
"On or before the first business day after the date on which the Town of Kennebunkport, Maine (the "Town") issues and sells permanent financing to repay this Note on January 4, 2021, whichever occurs sooner, for value received, the Town promises to pay the Maine Municipal Bond Bank, or its registered assigns, in lawful money of the United States of America, the principal sum of"

In all other respects, the provisions of the original \$1,700,000 2018 Clean Water State Revolving Fund Bond Anticipation Note dated January 4, 2018, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the said Town of Kennebunkport has caused this Second Amendment to 2018 Clean Water State Revolving Fund Bond Anticipation Note to be signed in its name and on its behalf by its Treasurer and a majority of its Board of Selectmen, and attested by its Clerk as of this January 4, 2020.


Jennifer L. Lord
Treasurer


Sheila Matthews-Bull
Board of Selectmen



Edward W. Hutchins
Board of Selectmen

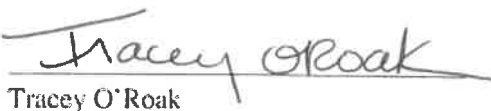
[SEAL]

Attest:

TOWN OF KENNEBUNKPORT


Allen A. Daggett
Chair of the Board of Selectmen


Patrick A. Briggs
Board of Selectmen


Tracey O'Roak
Town Clerk

SECOND AMENDMENT TO LOAN AGREEMENT

WHEREAS, the **Maine Municipal Bond Bank** (the "Bank") and the **Town of Kennebunkport** (the "Municipality") entered into a Loan Agreement dated as of January 4, 2018 (the "Agreement"); and

WHEREAS, under the terms of the Agreement the Bank agreed to lend to the **Municipality One Million Seven Hundred Thousand and 00/100 Dollars (\$1,700,000.00)** which amount was evidenced by a \$1,700,000 2018 Clean Water State Revolving Fund Bond Anticipation Note dated January 4, 2018 (the "Note"); and

WHEREAS, the amount borrowed by the Municipality under the Note was to be due and payable on or before the first business day after the day on which the Municipality issues and sells permanent financing to repay the Note, or twelve months from the date of said Note, whichever occurred sooner; and

WHEREAS, on January 4, 2019, the parties amended the Agreement and the Note to extend the term of said borrowing until January 4, 2020, or until the first business day after the day on which the Municipality issues and sells permanent financing to repay the Note, whichever occurs sooner; and

WHEREAS, the parties do now agree to further extend the term of said borrowing until January 4, 2021, or until the first business day after the day on which the Municipality issues and sells permanent financing to repay the Note, whichever occurs sooner.

NOW, THEREFORE, for good and valuable consideration, the parties do hereby agree to further amend the Loan Agreement and the Note in this matter to provide that the Note shall be due and payable in full, together with interest accrued thereon, on or before the first business day after the day on which the Municipality issues and sells permanent financing to repay the Note, or on January 4, 2021, whichever occurs sooner.

In all other respects the provisions of the January 4, 2018 Loan Agreement and Note, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereunto have each caused this Second Amendment to Loan Agreement to be duly executed as of the 4th day of January 2020.

Witness:

MAINE MUNICIPAL BOND BANK

By: _____

Gregory D. Connors
Its Executive Director

TOWN OF KENNEBUNKPORT

Allen A. Daggett
Chair of the Board of Selectmen

Patrick A. Briggs
Board of Selectmen

Jennifer R. Lord
Treasurer

Sheila Matthews-Bull
Board of Selectmen

Edward W. Hutchins
Board of Selectmen

Attest:

[SEAL]

Tracey O'Roak
Town Clerk


TOWN OF KENNEBUNKPORT
TOWN CLERK'S CERTIFICATE
SECOND AMENDMENT TO 2018 CLEAN WATER STATE REVOLVING FUND
BOND ANTICIPATION NOTE

I, Tracey O'Roak, Clerk of the Town of Kennebunkport (the "Town"), in connection with the execution and delivery of second amendments to the Town's \$1,700,000.00 2018 Clean Water State Revolving Fund Bond Anticipation Note dated January 4, 2018, as amended on January 4, 2019 (the "Note") and the related Loan Agreement by and between the Town and the Maine Municipal Bond Bank, as amended on January 4, 2019 (the "Loan Agreement"), which Note and Loan Agreement were issued to pay costs of a wastewater treatment plant and pump station upgrades (the "Project"), hereby certify as follows:

1. On June 18, 2016, at the annual town meeting duly called and held in accordance with Article 5.1 of the Town's Administrative Code, the voters of the Town of Kennebunkport approved Article 42 of the warrant for said town meeting. True and correct copies of the warrant, return of posting and minutes for said town meeting are attached hereto as **Exhibit A**. Said town meeting approval has not been amended or rescinded and is in full force and effect, and said town meeting was noticed and held in regular and due form as required by Maine law.
2. On December 28, 2017, at a meeting duly called and held, the Board of Selectmen of the Town adopted the Resolution attached hereto as **Exhibit B**, relating to the issuance of the Note. Said Resolution has not been amended or rescinded and is still in full force and effect.
3. On December 13, 2018, at a meeting duly called and held, the Board of Selectmen of the Town adopted the Resolution attached hereto as **Exhibit C**, relating to an amendment of the Note and the Loan Agreement. Said Resolution has not been amended or rescinded and is still in full force and effect.
4. On December 12, 2019, at a meeting duly called and held, the Board of Selectmen of the Town adopted the Resolution attached hereto as **Exhibit D**, relating to the second amendment of the Note and the Loan Agreement. Said Resolution has not been amended or rescinded and is still in full force and effect.
5. The Town has no charter, ordinances, rules or regulations relating to the execution and delivery of the Note or the borrowing of money or the form, issuance and sale of bonds or notes.
6. All other actions required to be taken by the Town or any official thereof, in order to make the aforesaid Town meeting approval and Board of Selectmen Resolutions legal and valid, have happened, been done and been performed as required by law.

[signature page follows]

Witness my hand to this Town Clerk's Certificate as of this January 4, 2019.

A handwritten signature in black ink, reading "Tracey O'Roak", written over a horizontal line.

Tracey O'Roak
Town Clerk
Town of Kennebunkport

[SEAL]

Attachments:

- Exhibit A:** Warrant, Return and Minutes for Town Meeting on June 18, 2016
- Exhibit B:** Resolution adopted at December 28, 2017 Board of Selectmen meeting
- Exhibit C:** Resolution adopted at December 13, 2018 Board of Selectmen meeting
- Exhibit D:** Resolution adopted at December 12, 2019 Board of Selectmen meeting

TOWN OF KENNEBUNKPORT
CERTIFICATE OF THE CHAIRPERSON OF THE BOARD OF SELECTMEN AND
TREASURER
SECOND AMENDMENT TO 2018 CLEAN WATER STATE REVOLVING FUND
BOND ANTICIPATION NOTE

The undersigned, being the Chairperson of the Board of Selectmen and Treasurer, respectively, of the Town of Kennebunkport (the "Town"), in connection with the execution and delivery of second amendments to the Town's \$1,700,000.00 2018 Clean Water State Revolving Fund Bond Anticipation Note dated January 4, 2018, as amended on January 4, 2019 (the "Note") and the related Loan Agreement by and between the Town and the Maine Municipal Bond Bank, as amended on January 4, 2019 (the "Loan Agreement"), which Note and Loan Agreement were issued to pay costs of a wastewater treatment plant and pump station upgrades (the "Project"), hereby certify and covenant on behalf of the Town as follows:

1. That we are officers of the Town authorized to execute and deliver the second amendments to the Note and the Loan Agreement (collectively, the "Second Amendments");
2. That the execution and delivery of the Second Amendments do not and will not constitute a default under any order of any court or governmental agency, and do not and will not violate or constitute a default under any agreement, mortgage, lease, or any other obligation or instrument to which the Town is bound, and no approval or other action by any governmental authority or agency is required in connection therewith;
3. The proceeds of the Note, as amended, will be used in the manner described in the Loan Agreement, as amended;
4. The Note, as amended, is a general obligation of the Town, and the Town has secured or will secure all permits, licenses, and approvals, as may be required by all applicable laws, ordinances, or regulations necessary to construct the Project and the Town is not currently or will not be in violation of any such permits, licenses, or approvals;
5. The Town has established a rate, charge, or assessment schedule (which may include *ad valorem* taxes) to generate sufficient annual revenues to pay the principal and interest on the Note, as amended, and to pay reasonably anticipated costs of operating and maintaining the Project and the system of which the Project is a part;
6. The Town is and will continue to be in compliance with the requirements, terms, and conditions set forth in the Loan Agreement, as amended, and the Clean Water State Revolving Fund Project Authorization, dated November 7, 2017.
7. This certificate is issued pursuant to authority granted by Resolution of the Board of Selectmen of the Town at a meeting of the Board of Selectmen duly called and held on December 12, 2019.

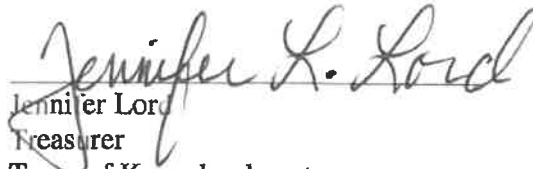
[signature page follows]

Witness our hands to this Certificate of the Chairperson of the Board of Selectmen and Treasurer
as of this January 4, 2019.



Allen A. Daggett
Chairperson of the Board of Selectmen
Town of Kennebunkport

(SEAL)



Jennifer Lord
Treasurer
Town of Kennebunkport

TOWN OF KENNEBUNKPORT
SIGNATURE, AWARD, INCUMBENCY AND NO LITIGATION CERTIFICATE
SECOND AMENDMENT TO 2018 CLEAN WATER STATE REVOLVING FUND
BOND ANTICIPATION NOTE

1. We, the undersigned Town officials of the Town of Kennebunkport, Maine, in connection with the execution and delivery of second amendments to the Town's \$1,700,000.00 2018 Clean Water State Revolving Fund Bond Anticipation Note dated January 4, 2018, as amended on January 4, 2019 (the "Note") and the related Loan Agreement by and between the Town and the Maine Municipal Bond Bank, as amended on January 4, 2019 (the "Loan Agreement"), which Note and Loan Agreement were issued to pay costs of a wastewater treatment plant and pump station upgrades (the "Project"), affix hereto our signatures to identify the signatures which we have affixed to the second amendments to the Note and Loan Agreement, and do certify that as such officers we have signed said second amendments.

2. We further certify that the Note was originally issued by the Town pursuant to Town Meeting approval on June 18, 2016, and a Resolution of the Board of Selectmen on December 28, 2017, and that prior amendments were authorized by a Resolution of the Board of Selectmen on December 13, 2018, and that the second amendments are authorized by a Resolution of the Board of Selectmen on December 12, 2019 (collectively, the "Approvals"). The Approvals have not been rescinded or amended and remain in full force and effect.

3. We hereby certify that there is no action, proceeding or investigation at law or in equity or before or by any court, or public board or body, and there is no litigation of any nature now pending or threatened (a) which questions the issuance or validity of the Note, as amended, or the power of the Town to levy and collect taxes to pay principal and interest on the Note, as amended, or wherein an unfavorable decision, ruling or finding would, in any material respect, adversely affect the Note, as amended, or the Approvals; (b) restraining or enjoining or seeking to restrain or enjoin the execution, delivery or performance by the Town of the Note, as amended, or in any manner questioning the proceedings and authority under which the Note, as amended, have been executed and delivered or in any way contesting or affecting the validity or enforceability of the Note, as amended, or the Approvals; (c) in any way contesting the corporate existence or powers or boundaries of the Town nor the title of any of the Selectmen or other undersigned officers to their respective offices; or (d) which would, if successful, result in a material and adverse change in the financial position or operations of the Town. We further certify that the execution and delivery of the second amendments to the Note and Loan Agreement and the performance by the Town of its obligations thereunder do not and will not conflict with or violate or result in an adverse effect on the Town under any ordinance, rule, regulation, order or resolution of the Town or under any contract, agreement or instrument to which it is a party or any administrative regulation or court decree. We further certify that we have delivered to Drummond Woodsum & MacMahon certified copies of all proceedings relating in any way to authorization and issuance of the Note and the execution and delivery of the second amendments to the Note and the Loan Agreement.

4. We further certify that the dates, maturities, form, interest rates and the manner of sale and award of the Note, as amended, have been and are hereby approved, and that all

consents, approvals, and authorizations of governmental bodies or other persons required for the due authorization, execution and delivery of the Note, as amended, have been duly obtained and that no authority or proceeding essential to the execution, delivery and performance of the Note has been repealed or questioned in any way.

5. We further certify that the following named persons are the duly elected or, as applicable, appointed, qualified and acting officials of the Town:

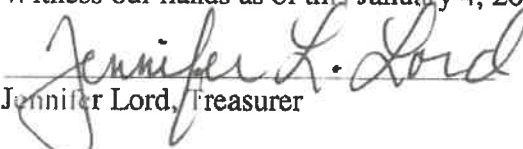
<u>Name</u>	<u>Official Capacity(ies)</u>
Tracey O'Roak	Clerk
Jennifer Lord	Treasurer
Allen A. Daggett	Selectman, Chair of the Board
Sheila Matthews-Bull	Selectman
Patrick A. Briggs	Selectman
Edward W. Hutchins	Selectman

The aforesaid officials have been duly inducted into office and such of them as are required to take oaths of office or to file bonds or undertakings have taken such oaths or given such bonds or official undertakings. We further certify that the members of the Board of Selectmen do not hold any appointment to a civil office of profit or employment position of the Town, which was created or the compensation of which was increased by the action of the municipal officers during the officer's term.

6. We further certify that except as may be noted herein, the Town has no charter, ordinances, orders, rules or regulations governing the calling or conduct of meetings of the Town or its Board of Selectmen or relating to the execution and delivery of the Note, the second amendment to the Note, or the borrowing of money or the form, issuance and sale of bonds or notes.


7. We further certify that the seal, which has been affixed to the second amendment to the Note is the legally adopted, proper and only official corporate seal of the Town.


Witness our hands as of this January 4, 2020.


Jennifer Lord, Treasurer


Allen A. Daggett, Board of Selectmen Chair


Sheila Matthews-Bull, Board of Selectmen

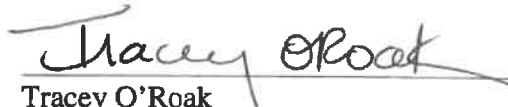

Patrick A. Briggs, Board of Selectmen


Edward W. Hutchins, Board of Selectmen

I, the undersigned, Clerk of the Town of Kennebunkport, Maine, affix hereto the Town Seal and my official signature for the purpose of authenticating the foregoing signatures of the Treasurer and Board of Selectmen of said Town, and of certifying to the foregoing statements of said officers insofar as said statements relate to records in my official custody.

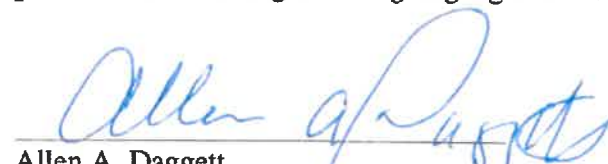
Dated as of January 4, 2020

(SEAL)


Tracey O'Roak
Clerk
Town of Kennebunkport

I, the undersigned, Chair of the Board of Selectmen of the Town of Kennebunkport, Maine, affix my official signature for the purpose of authenticating the foregoing signature of the Town Clerk of said Town.

Dated as of January 4, 2020


Allen A. Daggett
Chair of the Board of Selectmen
Town of Kennebunkport

TOWN OF KENNEBUNKPORT
TREASURER'S CERTIFICATE AS TO INDEBTEDNESS
SECOND AMENDMENT TO 2018 CLEAN WATER STATE REVOLVING FUND
BOND ANTICIPATION NOTE

The undersigned, being the duly elected, qualified and acting Treasurer of the Town of Kennebunkport (the "Town"), in connection with the execution and delivery of second amendments to the Town's \$1,700,000.00 2018 Clean Water State Revolving Fund Bond Anticipation Note dated January 4, 2018 (the "Note") and the related Loan Agreement by and between the Town and the Maine Municipal Bond Bank (the "Loan Agreement"), which Note and Loan Agreement were issued to pay costs of a wastewater treatment plant and pump station upgrades (the "Project"), hereby certifies as follows:

1. The Town's last full state valuation is the 2019 state valuation in the amount of \$2,198,500,000 (hereinafter, the "Last Full State Valuation").

2. The following is a true and accurate summary of the Town's outstanding principal indebtedness as of **December 31, 2019**:

School Debt	\$ _____
Storm and Sanitary Sewer Debt	\$ 2,221,717
Energy Facility Purposes Debt	\$ _____
Municipal Airport and Special District Debt	\$ _____
Other Debt	\$ 11,404,351
 Total Indebtedness*	 \$ 13,626,068

The Town has not incurred any other debt since December 31, 2019. There are no other bonds or notes of the Town that have been authorized, but not yet issued.

3. The amount of the Town's total debt outstanding, including the Note, does not exceed 15% of its Last Full State Valuation.

4. The amount of the Town's total debt outstanding, including the Note, but excluding debt incurred for school purposes, for storm or sanitary sewer purposes, for energy facility purposes or for municipal airport purposes, does not exceed 7.5% of its Last Full State Valuation.

5. The amount of the Town's total debt outstanding incurred for school purposes does not exceed 10% of its Last Full State Valuation.

6. The amount of the Town's total debt outstanding incurred for storm or sanitary sewer purposes does not exceed 7.5% of its Last Full State Valuation.

7. The amount of the Town's total debt outstanding incurred for municipal airport and special district purposes does not exceed 3% of its Last Full State Valuation.


8. For purposes of this certificate, the limitations on municipal debt set forth above shall not be construed as applying to any funds received in trust by the Town, any loan which has been funded or refunded, notes issued in anticipation of federal or state aid or revenue sharing money, tax anticipation loans, notes maturing in the current municipal year, indebtedness of entities other than the Town, indebtedness of the Town to the Maine School Building Authority, debt issued under Title 30-A, chapter 213 and Title 10, chapter 110, subchapter IV, obligations payable from revenue of the current municipal year or from other revenues previously appropriated by or committed to the Town, and as defined below, the state reimbursable portion of school debt. For purposes of this certificate, the limitations on municipal debt set forth above do not apply to obligations incurred pursuant to Title 38, section 1304-B, with respect to solid waste facilities, which obligations are regulated in the manner set forth in Title 38, section 1304-B.

9. For purposes of this certificate, the state reimbursable portion of school debt shall be the sum of the amounts determined by multiplying: The outstanding amount of each issue of debt incurred for school purposes by the municipality in connection with a project which qualifies for state school construction subsidy under Title 20-A; and the state share percentage of operating costs for that municipality as defined in Title 20-A, section 15609, subsection 1, paragraph A, subparagraph (1), for the year in which the project received concept approval from the State Board of Education.

10. The Town has not adopted any lower percentage or amount as a limitation on its debt, or any other restriction on limitation on its debt, pursuant to 30-A M.R.S. §5702 or other applicable authority.

IN WITNESS WHEREOF, I have executed this Certificate as to Indebtedness of January 4, 2020.

(SEAL)


Jennifer Lord
Treasurer
Town of Kennebunkport

TOWN OF KENNEBUNKPORT
SECOND AMENDMENT TO 2018 CLEAN WATER STATE REVOLVING FUND
BOND ANTICIPATION NOTE
(ALLONGE)


The undersigned duly authorized representatives of the **Town of Kennebunkport** and for good and valuable consideration do hereby amend the 2018 Clean Water State Revolving Fund Bond Anticipation Note dated January 4, 2018, as amended on January 4, 2019, in the face amount of Three Hundred Thousand and 00/100 Dollars (\$300,000.00) running from the Town of Kennebunkport to the Maine Municipal Bond Bank to change the maturity date of said Note to read as follows:

"On or before the first business day after the date on which the Town of Kennebunkport, Maine (the "Town") issues and sells permanent financing to repay this Note on January 4, 2021, whichever occurs sooner, for value received, the Town promises to pay the Maine Municipal Bond Bank, or its registered assigns, in lawful money of the United States of America, the principal sum of"

In all other respects, the provisions of the original \$300,000 2018 Clean Water State Revolving Fund Bond Anticipation Note dated January 4, 2018, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the said Town of Kennebunkport has caused this Second Amendment to 2018 Clean Water State Revolving Fund Bond Anticipation Note to be signed in its name and on its behalf by its Treasurer and a majority of its Board of Selectmen, and attested by its Clerk as of this January 4, 2020.



Jennifer Lord
Treasurer


Sheila Matthews-Bull
Board of Selectmen


Edward W. Hutchins
Board of Selectmen

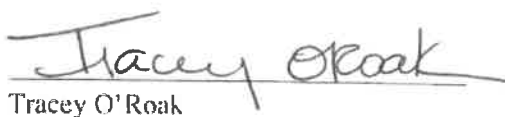
TOWN OF KENNEBUNKPORT


Allen A. Daggett
Chair of the Board of Selectmen


Patrick A. Briggs
Board of Selectmen

Attest:

[SEAL]


Tracey O'Roak
Town Clerk

SECOND AMENDMENT TO LOAN AGREEMENT

WHEREAS, the **Maine Municipal Bond Bank** (the "Bank") and the **Town of Kennebunkport** (the "Municipality") entered into a Loan Agreement dated as of January 4, 2018 (the "Agreement"); and

WHEREAS, under the terms of the Agreement the Bank agreed to lend to the **Municipality Three Hundred Thousand** and 00/100 Dollars (\$300,000.00) which amount was evidenced by a \$300,000 2018 Clean Water State Revolving Fund Bond Anticipation Note dated January 4, 2018 (the "Note"); and

WHEREAS, the amount borrowed by the Municipality under the Note was to be due and payable on or before the first business day after the day on which the Municipality issues and sells permanent financing to repay the Note, or twelve months from the date of said Note, whichever occurred sooner; and

WHEREAS, on January 4, 2019, the parties amended the Agreement and the Note to extend the term of said borrowing until January 4, 2020, or until the first business day after the day on which the Municipality issues and sells permanent financing to repay the Note, whichever occurs sooner; and

WHEREAS, the parties do now agree to further extend the term of said borrowing until January 4, 2021, or until the first business day after the day on which the Municipality issues and sells permanent financing to repay the Note, whichever occurs sooner.

NOW, THEREFORE, for good and valuable consideration, the parties do hereby agree to further amend the Loan Agreement and the Note in this matter to provide that the Note shall be due and payable in full, together with interest accrued thereon, on or before the first business day after the day on which the Municipality issues and sells permanent financing to repay the Note, or on January 4, 2021, whichever occurs sooner.

In all other respects the provisions of the January 4, 2018 Loan Agreement and Note, as amended, shall remain in full force and effect.

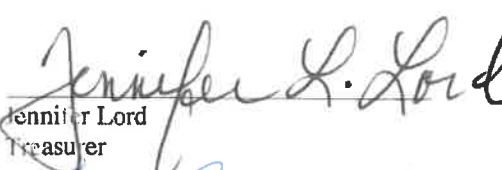
IN WITNESS WHEREOF, the parties hereunto have each caused this Second Amendment to Loan Agreement to be duly executed as of the 4th day of January 2020.

Witness:

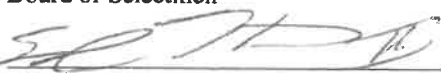
MAINE MUNICIPAL BOND BANK

By: _____

Gregory D. Connors
Its Executive Director



Jennifer L. Lord
Treasurer


Sheila Matthews-Bull
Board of Selectmen


Edward W. Hutchins
Board of Selectmen

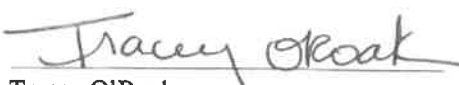
TOWN OF KENNEBUNKPORT


Allen A. Daggett
Chair of the Board of Selectmen


Patrick A. Briggs
Board of Selectmen

Attest:

[SEAL]


Tracey O'Roak
Town Clerk


TOWN OF KENNEBUNKPORT
SECOND AMENDMENT TO 2018 CLEAN WATER STATE REVOLVING FUND
BOND ANTICIPATION NOTE
(ALLONGE)

The undersigned duly authorized representatives of the **Town of Kennebunkport** and for good and valuable consideration do hereby amend the 2018 Clean Water State Revolving Fund Bond Anticipation Note dated January 4, 2018, as amended on January 4, 2019, in the face amount of Three Hundred Thousand and 00/100 Dollars (\$300,000.00) running from the Town of Kennebunkport to the Maine Municipal Bond Bank to change the maturity date of said Note to read as follows:

“On or before the first business day after the date on which the Town of Kennebunkport, Maine (the “Town”) issues and sells permanent financing to repay this Note on January 4, 2021, whichever occurs sooner, for value received, the Town promises to pay the Maine Municipal Bond Bank, or its registered assigns, in lawful money of the United States of America, the principal sum of”

In all other respects, the provisions of the original \$300,000 2018 Clean Water State Revolving Fund Bond Anticipation Note dated January 4, 2018, as amended, shall remain in full force and effect.


IN WITNESS WHEREOF, the said Town of Kennebunkport has caused this Second Amendment to 2018 Clean Water State Revolving Fund Bond Anticipation Note to be signed in its name and on its behalf by its Treasurer and a majority of its Board of Selectmen, and attested by its Clerk as of this January 4, 2020.



Jennifer L. Lord
Treasurer


Sheila Matthews-Bull
Board of Selectmen


Edward W. Hutchins
Board of Selectmen

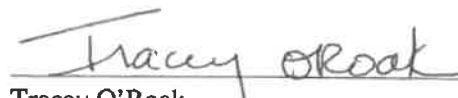
TOWN OF KENNEBUNKPORT


Allen A. Daggett
Chair of the Board of Selectmen


Patrick A. Briggs
Board of Selectmen

Attest:

[SEAL]


Tracey O'Roak
Town Clerk

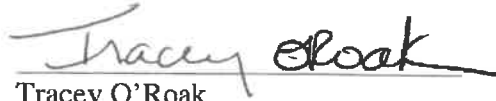
TOWN OF KENNEBUNKPORT
TOWN CLERK'S CERTIFICATE
SECOND AMENDMENT TO 2018 CLEAN WATER STATE REVOLVING FUND
BOND ANTICIPATION NOTE

I, Tracey O'Roak, Clerk of the Town of Kennebunkport (the "Town"), in connection with the execution and delivery of second amendments to the Town's \$300,000.00 2018 Clean Water State Revolving Fund Bond Anticipation Note dated January 4, 2018, as amended on January 4, 2019 (the "Note") and the related Loan Agreement by and between the Town and the Maine Municipal Bond Bank, as amended on January 4, 2019 (the "Loan Agreement"), which Note and Loan Agreement were issued to pay costs of a wastewater treatment plant and pump station upgrades (the "Project"), hereby certify as follows:

1. On June 18, 2016, at the annual town meeting duly called and held in accordance with Article 5.1 of the Town's Administrative Code, the voters of the Town of Kennebunkport approved Article 42 of the warrant for said town meeting. True and correct copies of the warrant, return of posting and minutes for said town meeting are attached hereto as **Exhibit A**. Said town meeting approval has not been amended or rescinded and is in full force and effect, and said town meeting was noticed and held in regular and due form as required by Maine law.
2. On December 28, 2017, at a meeting duly called and held, the Board of Selectmen of the Town adopted the Resolution attached hereto as **Exhibit B**, relating to the issuance of the Note. Said Resolution has not been amended or rescinded and is still in full force and effect.
3. On December 13, 2018, at a meeting duly called and held, the Board of Selectmen of the Town adopted the Resolution attached hereto as **Exhibit C**, relating to an amendment of the Note and the Loan Agreement. Said Resolution has not been amended or rescinded and is still in full force and effect.
4. On December 12, 2019, at a meeting duly called and held, the Board of Selectmen of the Town adopted the Resolution attached hereto as **Exhibit D**, relating to the second amendment of the Note and the Loan Agreement. Said Resolution has not been amended or rescinded and is still in full force and effect.
5. The Town has no charter, ordinances, rules or regulations relating to the execution and delivery of the Note or the borrowing of money or the form, issuance and sale of bonds or notes.
6. All other actions required to be taken by the Town or any official thereof, in order to make the aforesaid Town meeting approval and Board of Selectmen Resolutions legal and valid, have happened, been done and been performed as required by law.

[signature page follows]

Witness my hand to this Town Clerk's Certificate as of this January 4, 2019.



Tracey O'Roak
Town Clerk
Town of Kennebunkport

[SEAL]

Attachments:

- Exhibit A:** Warrant, Return and Minutes for Town Meeting on June 18, 2016
- Exhibit B:** Resolution adopted at December 28, 2017 Board of Selectmen meeting
- Exhibit C:** Resolution adopted at December 13, 2018 Board of Selectmen meeting
- Exhibit D:** Resolution adopted at December 12, 2019 Board of Selectmen meeting

TOWN OF KENNEBUNKPORT
CERTIFICATE OF THE CHAIRPERSON OF THE BOARD OF SELECTMEN AND
TREASURER
SECOND AMENDMENT TO 2018 CLEAN WATER STATE REVOLVING FUND
BOND ANTICIPATION NOTE

The undersigned, being the Chairperson of the Board of Selectmen and Treasurer, respectively, of the Town of Kennebunkport (the "Town"), in connection with the execution and delivery of second amendments to the Town's \$300,000.00 2018 Clean Water State Revolving Fund Bond Anticipation Note dated January 4, 2018, as amended on January 4, 2019 (the "Note") and the related Loan Agreement by and between the Town and the Maine Municipal Bond Bank, as amended on January 4, 2019 (the "Loan Agreement"), which Note and Loan Agreement were issued to pay costs of a wastewater treatment plant and pump station upgrades (the "Project"), hereby certify and covenant on behalf of the Town as follows:

1. That we are officers of the Town authorized to execute and deliver the second amendments to the Note and the Loan Agreement (collectively, the "Second Amendments");
2. That the execution and delivery of the Second Amendments do not and will not constitute a default under any order of any court or governmental agency, and do not and will not violate or constitute a default under any agreement, mortgage, lease, or any other obligation or instrument to which the Town is bound, and no approval or other action by any governmental authority or agency is required in connection therewith;
3. The proceeds of the Note, as amended, will be used in the manner described in the Loan Agreement, as amended;
4. The Note, as amended, is a general obligation of the Town, and the Town has secured or will secure all permits, licenses, and approvals, as may be required by all applicable laws, ordinances, or regulations necessary to construct the Project and the Town is not currently or will not be in violation of any such permits, licenses, or approvals;
5. The Town has established a rate, charge, or assessment schedule (which may include *ad valorem* taxes) to generate sufficient annual revenues to pay the principal and interest on the Note, as amended, and to pay reasonably anticipated costs of operating and maintaining the Project and the system of which the Project is a part;
6. The Town is and will continue to be in compliance with the requirements, terms, and conditions set forth in the Loan Agreement, as amended, and the Clean Water State Revolving Fund Project Authorization, dated November 7, 2017.
7. This certificate is issued pursuant to authority granted by Resolution of the Board of Selectmen of the Town at a meeting of the Board of Selectmen duly called and held on December 12, 2019.

[signature page follows]

Witness our hands to this Certificate of the Chairperson of the Board of Selectmen and Treasurer
as of this January 4, 2019.



Allen A. Daggett
Chairperson of the Board of Selectmen
Town of Kennebunkport

(SEAL)



Jennifer Lord
Treasurer
Town of Kennebunkport

TOWN OF KENNEBUNKPORT
SIGNATURE, AWARD, INCUMBENCY AND NO LITIGATION CERTIFICATE
SECOND AMENDMENT TO 2018 CLEAN WATER STATE REVOLVING FUND
BOND ANTICIPATION NOTE

1. We, the undersigned Town officials of the Town of Kennebunkport, Maine, in connection with the execution and delivery of second amendments to the Town's \$300,000.00 2018 Clean Water State Revolving Fund Bond Anticipation Note dated January 4, 2018, as amended on January 4, 2019 (the "Note") and the related Loan Agreement by and between the Town and the Maine Municipal Bond Bank, as amended on January 4, 2019 (the "Loan Agreement"), which Note and Loan Agreement were issued to pay costs of a wastewater treatment plant and pump station upgrades (the "Project"), affix hereto our signatures to identify the signatures which we have affixed to the second amendments to the Note and Loan Agreement, and do certify that as such officers we have signed said second amendments.

2. We further certify that the Note was originally issued by the Town pursuant to Town Meeting approval on June 18, 2016, and a Resolution of the Board of Selectmen on December 28, 2017, and that prior amendments were authorized by a Resolution of the Board of Selectmen on December 13, 2018, and that the second amendments are authorized by a Resolution of the Board of Selectmen on December 12, 2019 (collectively, the "Approvals"). The Approvals have not been rescinded or amended and remain in full force and effect.

3. We hereby certify that there is no action, proceeding or investigation at law or in equity or before or by any court, or public board or body, and there is no litigation of any nature now pending or threatened (a) which questions the issuance or validity of the Note, as amended, or the power of the Town to levy and collect taxes to pay principal and interest on the Note, as amended, or wherein an unfavorable decision, ruling or finding would, in any material respect, adversely affect the Note, as amended, or the Approvals; (b) restraining or enjoining or seeking to restrain or enjoin the execution, delivery or performance by the Town of the Note, as amended, or in any manner questioning the proceedings and authority under which the Note, as amended, have been executed and delivered or in any way contesting or affecting the validity or enforceability of the Note, as amended, or the Approvals; (c) in any way contesting the corporate existence or powers or boundaries of the Town nor the title of any of the Selectmen or other undersigned officers to their respective offices; or (d) which would, if successful, result in a material and adverse change in the financial position or operations of the Town. We further certify that the execution and delivery of the second amendments to the Note and Loan Agreement and the performance by the Town of its obligations thereunder do not and will not conflict with or violate or result in an adverse effect on the Town under any ordinance, rule, regulation, order or resolution of the Town or under any contract, agreement or instrument to which it is a party or any administrative regulation or court decree. We further certify that we have delivered to Drummond Woodsum & MacMahon certified copies of all proceedings relating in any way to authorization and issuance of the Note and the execution and delivery of the second amendments to the Note and the Loan Agreement.

4. We further certify that the dates, maturities, form, interest rates and the manner of sale and award of the Note, as amended, have been and are hereby approved, and that all

consents, approvals, and authorizations of governmental bodies or other persons required for the due authorization, execution and delivery of the Note, as amended, have been duly obtained and that no authority or proceeding essential to the execution, delivery and performance of the Note has been repealed or questioned in any way.

5. We further certify that the following named persons are the duly elected or, as applicable, appointed, qualified and acting officials of the Town:

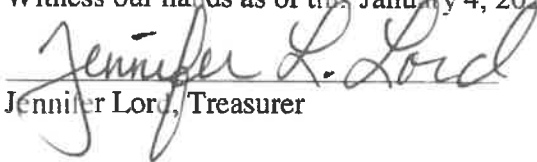
<u>Name</u>	<u>Official Capacity(ies)</u>
Tracey O'Roak	Clerk
Jennifer Lord	Treasurer
Allen A. Daggett	Selectman, Chair of the Board
Sheila Matthews-Bull	Selectman
Patrick A. Briggs	Selectman
Edward W. Hutchins	Selectman

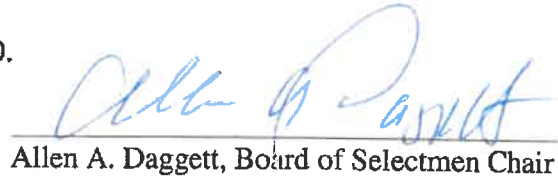
The aforesaid officials have been duly inducted into office and such of them as are required to take oaths of office or to file bonds or undertakings have taken such oaths or given such bonds or official undertakings. We further certify that the members of the Board of Selectmen do not hold any appointment to a civil office of profit or employment position of the Town, which was created or the compensation of which was increased by the action of the municipal officers during the officer's term.

6. We further certify that except as may be noted herein, the Town has no charter, ordinances, orders, rules or regulations governing the calling or conduct of meetings of the Town or its Board of Selectmen or relating to the execution and delivery of the Note, the second amendment to the Note, or the borrowing of money or the form, issuance and sale of bonds or notes.

7. We further certify that the seal, which has been affixed to the second amendment to the Note is the legally adopted, proper and only official corporate seal of the Town.

Witness our hands as of this January 4, 2020.


Jennifer Lord, Treasurer


Allen A. Daggett, Board of Selectmen Chair


Sheila Matthews-Bull, Board of Selectmen


Patrick A. Briggs, Board of Selectmen


Edward W. Hutchins, Board of Selectmen

I, the undersigned, Clerk of the Town of Kennebunkport, Maine, affix hereto the Town Seal and my official signature for the purpose of authenticating the foregoing signatures of the Treasurer and Board of Selectmen of said Town, and of certifying to the foregoing statements of said officers insofar as said statements relate to records in my official custody.

Dated as of January 4, 2020

(SEAL)

A handwritten signature in black ink, reading "Tracey O'Roak", written over a horizontal line.

Tracey O'Roak
Clerk
Town of Kennebunkport

I, the undersigned, Chair of the Board of Selectmen of the Town of Kennebunkport, Maine, affix my official signature for the purpose of authenticating the foregoing signature of the Town Clerk of said Town.

Dated as of January 4, 2020

A handwritten signature in blue ink, reading "Allen A. Daggett", written over a horizontal line.

Allen A. Daggett
Chair of the Board of Selectmen
Town of Kennebunkport

TOWN OF KENNEBUNKPORT
TREASURER'S CERTIFICATE AS TO INDEBTEDNESS
SECOND AMENDMENT TO 2018 CLEAN WATER STATE REVOLVING FUND
BOND ANTICIPATION NOTE

The undersigned, being the duly elected, qualified and acting Treasurer of the Town of Kennebunkport (the "Town"), in connection with the execution and delivery of second amendments to the Town's \$300,000.00 2018 Clean Water State Revolving Fund Bond Anticipation Note dated January 4, 2018 (the "Note") and the related Loan Agreement by and between the Town and the Maine Municipal Bond Bank (the "Loan Agreement"), which Note and Loan Agreement were issued to pay costs of a wastewater treatment plant and pump station upgrades (the "Project"), hereby certifies as follows:

1. The Town's last full state valuation is the 2019 state valuation in the amount of \$2,198,500,000 (hereinafter, the "Last Full State Valuation").

2. The following is a true and accurate summary of the Town's outstanding principal indebtedness as of **December 31, 2019**:

School Debt	\$ _____
Storm and Sanitary Sewer Debt	\$ 2,221,717
Energy Facility Purposes Debt	\$ _____
Municipal Airport and Special District Debt	\$ _____
Other Debt	\$ 11,404,351
 Total Indebtedness*	 \$ 13,626,068

The Town has not incurred any other debt since December 31, 2019. There are no other bonds or notes of the Town that have been authorized, but not yet issued.

3. The amount of the Town's total debt outstanding, including the Note, does not exceed 15% of its Last Full State Valuation.

4. The amount of the Town's total debt outstanding, including the Note, but excluding debt incurred for school purposes, for storm or sanitary sewer purposes, for energy facility purposes or for municipal airport purposes, does not exceed 7.5% of its Last Full State Valuation.

5. The amount of the Town's total debt outstanding incurred for school purposes does not exceed 10% of its Last Full State Valuation.

6. The amount of the Town's total debt outstanding incurred for storm or sanitary sewer purposes does not exceed 7.5% of its Last Full State Valuation.

7. The amount of the Town's total debt outstanding incurred for municipal airport and special district purposes does not exceed 3% of its Last Full State Valuation.


8. For purposes of this certificate, the limitations on municipal debt set forth above shall not be construed as applying to any funds received in trust by the Town, any loan which has been funded or refunded, notes issued in anticipation of federal or state aid or revenue sharing money, tax anticipation loans, notes maturing in the current municipal year, indebtedness of entities other than the Town, indebtedness of the Town to the Maine School Building Authority, debt issued under Title 30-A, chapter 213 and Title 10, chapter 110, subchapter IV, obligations payable from revenue of the current municipal year or from other revenues previously appropriated by or committed to the Town, and as defined below, the state reimbursable portion of school debt. For purposes of this certificate, the limitations on municipal debt set forth above do not apply to obligations incurred pursuant to Title 38, section 1304-B, with respect to solid waste facilities, which obligations are regulated in the manner set forth in Title 38, section 1304-B.

9. For purposes of this certificate, the state reimbursable portion of school debt shall be the sum of the amounts determined by multiplying: The outstanding amount of each issue of debt incurred for school purposes by the municipality in connection with a project which qualifies for state school construction subsidy under Title 20-A; and the state share percentage of operating costs for that municipality as defined in Title 20-A, section 15609, subsection 1, paragraph A, subparagraph (1), for the year in which the project received concept approval from the State Board of Education.

10. The Town has not adopted any lower percentage or amount as a limitation on its debt, or any other restriction on limitation on its debt, pursuant to 30-A M.R.S. §5702 or other applicable authority.

IN WITNESS WHEREOF, I have executed this Certificate as to Indebtedness of January 4, 2020.

(SEAL)


Jennifer Lorn
Treasurer
Town of Kennebunkport