



TOWN OF KENNEBUNKPORT, MAINE

Board of Selectmen Agenda August 26, 2021 @ 6:00 PM VIRTUAL MEETING VIA ZOOM

Ways to join this webinar:

Join by **computer or mobile device** and click on: <https://us06web.zoom.us/j/81991255235>
or go to [ZOOM](#) and enter the **webinar ID: 819 9125 5235**

By **phone** 1 (929) 205 6099 US

International numbers available: <https://us06web.zoom.us/j/81991255235>

1. Call to Order.
2. Approve the August 10, 2021, and August 12, 2021, selectmen meeting minutes.
3. Public Forum (This is an opportunity for anyone who wants to address the Board of Selectmen with any issue that is not on the agenda.)
4. Consider sale of surplus Town trucks.
5. Review proposed Purchase & Sale Agreement for Village Parcel, Lot D.
6. Set date for special Board of Selectmen's meeting for September 2, 2021.
7. Other business.
8. Approve the August 26, 2021, Treasurer's Warrant.
9. Adjournment.

AGENDA ITEM DIVIDER

Town of Kennebunkport
Board of Selectmen Meeting
Village Fire Station, 32 North Street
August 10, 2021
3:00 PM

MINUTES

Selectmen attending via Zoom: Sheila Matthews-Bull, Allen Daggett, Patrick Briggs, D. Michael Weston, and Edward Hutchins.

Others attending: Laurie Smith, Tracey O'Roak.

1. Call to Order

Selectman Matthews-Bull called the meeting to order at 3:00 PM. She took roll call of Selectmen present: Allen Daggett, Patrick Briggs, Michael Weston, Edward Hutchins, and Sheila Matthews-Bull.

2. Adopt Resolution regarding Remote Meeting Policy.

Selectman Matthews-Bull stated that due to the increased transmission rates of the COVID-19 virus, it is advised that board and committee meetings return to the Zoom format until further notice. She read the proposed Resolution.

Motion by Selectman Daggett, seconded by Selectman Hutchins, to approve the Resolution as read. **Roll Call Vote:** Briggs, Hutchins, Weston, Daggett and Matthews-Bull. **Voted: 5-0. Motion passed.**

3. Adjournment.

Motion by Selectman Hutchins, seconded by Selectman Daggett to adjourn. **Vote:** Briggs, Hutchins, Weston, Matthews-Bull and Daggett. **Voted: 5-0. Motion passed.** Meeting adjourned at 3:03 p.m.

Submitted by,
Tracey O'Roak
Administrative Assistant

Town of Kennebunkport
Board of Selectmen Meeting VIA Zoom
August 12, 2021
6:00 PM

MINUTES

Selectmen attending via Zoom: Sheila Matthews-Bull, Allen Daggett, Patrick Briggs, D. Michael Weston, and Edward Hutchins.

Others attending via Zoom: Laurie Smith, David Powell, Tracey O'Roak, Michael Claus, Eric Labelle, Christopher Simeoni, Werner Gilliam, Craig Sanford, Jennifer Lord, Jono Analone, and Doug Johnston.

1. Call to Order

Selectman Matthews-Bull called the meeting to order at 6:00 PM. She took roll call of Selectmen present: Allen Daggett, Patrick Briggs, Michael Weston, Edward Hutchins, and Sheila Matthews-Bull.

2. Approve the July 22, 2021, selectmen meeting minutes.

Motion by Selectman Hutchins, seconded by Selectman Briggs, to approve the July 22, 2021, selectmen meeting minutes. **Roll Call Vote:** Briggs, Hutchins, Weston, Daggett and Matthews-Bull. **Voted:** 5-0. **Motion passed.**

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.)

Selectman Briggs announced that Laurie Smith, Town Manager, has received the most prestigious award that a manager in Maine can receive, the Linc Stackpole Award. Mr. Briggs spoke highly of Laurie and how she has handled the many challenges over the past few years.

4. Consider renewal liquor license application submitted by Breakwater Inn & Spa, 127 Ocean Avenue.

Motion by Selectman Daggett, seconded by Selectman Hutchins to approve the renewal liquor license submitted by Breakwater Inn & Spa, 127 Ocean Avenue. **Roll Call Vote:** Briggs, Weston, Daggett, Hutchins and Matthews-Bull. **Voted:** 5-0. **Motion passed.**

5. Approve street opening permit submitted by Marlene Raum, 24 Main Street, to replace water line as recommended by KKW.

Selectman Matthews-Bull advised that Michael Claus, Public Works Director, approved the permit for the replacement of a water line at the recommendation of KKW. The excavation will occur on School Street in the sidewalk only.

Motion by Selectman Hutchins, seconded by Selectman Daggett, to approve the street opening permit submitted by Marlene Raum, 24 Main Street. **Roll Call Vote:** Briggs, Hutchins, Weston, Daggett and Matthews-Bull. **Voted:** 5-0. **Motion passed.**

6. Consider requests for FY2021 carryforwards.

Laurie Smith, Town Manager, informed the Board that this is the annual request for carryforwards from the FY2021 budget. This year's request is for \$228,784. Through a conservative budget process and reduced spending during the pandemic, the Town had positive financial outcomes for the last fiscal year. Most of the carryforwards deal with projects or expenditures that are left over from FY2021.

Motion by Selectman Hutchins, seconded by Selectman Daggett to approve FY2021 carryforwards in the amount of \$228,784. **Roll Call Vote:** Briggs, Hutchins, Weston, Matthews-Bull and Daggett. **Voted:** 5-0. **Motion passed.**

7. Award bid for Village Parcel Engineering Services.

Laurie Smith, Town Manager, advised that staff sent out engineering proposals to develop final specification related to the construction of utilities and the road for Phase I of the Village Parcel Plan. Given the increase in construction prices, it was recommended to obtain a formal cost estimate and develop plans for the future. The proposals requested pricing for Scope A and Scope B.

Eric Labelle, Town Engineer, gave an overview of the two proposals received. What was asked to be included in the proposals was the cost for the construction of the initial road and then also the construction administration.

Discussion ensued regarding the permitting fees as presented in the proposals and the differences between the two proposals as well as the engineering firms.

Werner Gilliam, Town Planner, reviewed the permitting process and advised that the Maine DEP and Army Corp of Engineers permits are both still valid, however, they do have an expiration date.

Motion by Selectman Weston, seconded by Selectman Hutchins to award the engineering bid to Acorn Engineering, Inc. **Roll Call Vote:** Hutchins, Weston, Matthews-Bull and Daggett. Briggs abstained. **Voted:** 4-0. **Motion passed.**

8. Award bid for a Reversible One-Way Highway Plow.

Mike Claus, Public Works Director, recommended accepting the bid from Viking Cives. Public Works is already using two plows from Viking and they are happy with them.

Motion by Selectman Hutchins, seconded by Selectman Daggett to award the bid to Viking Clives. **Roll Call Vote:** Briggs, Hutchins, Weston, Matthews-Bull and Daggett. **Voted:** 5-0. **Motion passed.**

9. Discussion regarding proposed change to the location of Cape Porpoise Pump Station.

Christopher Simeoni, Deputy Public Works Director, and Eric Labelle, Town Engineer, advised that as part of the sewer upgrade projects, the Town will be replacing the Cape Porpoise pump station. They explained why moving the location of the station makes sense, including but not limited to operational challenges. They proposed moving it to a triangular shaped lot behind the current pump station. Benefits would include lowering the height of the wet well so it could be cleaned more effectively; allowing the current pump station to remain online during construction which would eliminate the cost of an expensive by-pass pump; and the location of the current pump station could be returned to green space.

Christopher Simeoni also gave an update on recent work on the Goose Rocks Beach pump station due to tidal water leaking into building.

10. Authorize Bond Resolution for Communications Tower Project.

Police Chief, Craig Sanford, gave an update on the Tower Project. He advised that they are communicating with the vendor to get some questions answered as well as obtaining final pricing and numbers to bring forward to the Board. There has also been some geotechnical work to find the best location for the towers.

Motion by Selectman Hutchins, seconded by Selectman Briggs to adopt the resolution entitled, "Resolution to Authorize Town of Kennebunkport to Issue \$1,000,000 in Bonds for Public Safety Radio Communications Improvements," be adopted as presented at this meeting and that an attested copy of said Resolution be filed with the minutes of this meeting. **Roll Call Vote:** Briggs, Hutchins, Weston, Matthews-Bull and Daggett. **Voted:** 5-0. **Motion passed.**

11. Authorize Bond Resolution for Wastewater Capital Projects.

Motion by Selectman Hutchins, seconded by Selectman Briggs to adopt the resolution entitled "Resolution to Authorize Town of Kennebunkport to Issue \$6,000,000 in Bonds for Wastewater Capital Projects" as presented at this meeting and that an attested copy of said Resolution be filed with the minutes of this meeting. **Roll Call Vote:** Briggs, Hutchins, Weston, Matthews-Bull and Daggett. **Voted:** 5-0. **Motion passed.**

12. Consider offer from Kennebunkport Climate Initiative for the purchase of Town land.

Laurie Smith, Town Manager, introduced Jono Anzalone of the KCI and Doug Johnston, their engineer. Mr. Anzalone reviewed the mission of KCI and expressed interest in purchasing Parcel D of the Village Parcel from the Town for \$2.3 million.

Mr. Anzalone gave a presentation showing how they would like to use the parcel, including intended uses for the building they would like to put on the property.

Motion by Selectman Daggett, seconded by Selectman Hutchins to direct the Town Manager to draft a purchase & sale agreement for Lot D with KCI. **Roll Call Vote:** Briggs, Hutchins, Weston, Matthews-Bull and Daggett. **Voted:** 5-0. **Motion passed.**

13. Request from C.R. Bryant regarding a handicapped parking space along 2 Mast Cove Lane.

After discussion by the Board, it was unanimously agreed to leave the parking spaces in front of the Mast Cove Gallery as they are.

Police Chief, Craig Sanford, indicated that a study was done about two years ago regarding the ratio of handicap spaces provided in the Dock Square area and the Town more than meets the requirements.

14. Authorization of Union Contract for July 1, 2021 – June 30, 2024.

Laurie Smith, Town Manager, advised that the Union ratified the contract on August 2, 2021, and she reviewed the changes made.

Motion by Selectman Hutchins, seconded by Selectman Daggett to authorize the Chair and Town Manager to sign the union contract. **Roll Call Vote:** Briggs, Hutchins, Weston, Matthews-Bull and Daggett. **Voted:** 5-0. **Motion passed.**

15. Other Business.

a. Request to seek legal advice regarding the recall of school board officials.

Laurie Smith, Town Manager informed the Board that there have been multiple inquiries from residents about how to recall a member of the School Board. There is conflicting language between State statute and our Administrative Code. State law only allows removal of a school board member if they have been convicted of a crime while in office, and the municipality is the victim. Our Administrative Code says that any elected official can be recalled through a petition process. Because we are part of an RSU, which is a separate entity, it is unclear whether state law or our ordinance would prevail. Our Town attorney cannot give the Town legal advice because she has done work for the RSU so there would be a conflict. The Town would need to hire an outside attorney to review the information. Discussion ensued regarding how to proceed. It was agreed to give the Town Manager authority to proceed to obtain a legal opinion.

b. Vote for MMA Vice-President and Executive Committee members.

Motion by Selectman Hutchins, seconded by Selectman Briggs to approve the slate of officers as presented. **Roll Call Vote:** Briggs, Hutchins, Weston, Matthews-Bull and Daggett. **Voted:** 5-0. **Motion passed.**

August 12, 2021, BOS Meeting Minutes

c. Dividend from Insurance Pool.

Laurie Smith, Town Manager, advised that the Town received a check from the MMA Risk Pool for \$5,152 for the past year's good standing with both Worker's Compensation and the Property Casualty Pool.

d. Update on Colony Beach jetty repairs.

Laurie Smith gave an update on the jetty repairs. The contractors are scheduled to be on site on August 16, 2021, at which time the parking lot will be closed. They have until January 1, 2022, to complete the work.

Each of the Selectmen congratulated Laurie Smith again on receiving the Manager of the Year award.

16. Approve the August 12, 2021, Treasurer's Warrant.

Motion by Selectman Hutchins, seconded by Selectman Weston to approve the August 12, 2021, Treasurer's warrant. **Roll Call Vote:** Briggs, Hutchins, Weston, Matthews-Bull and Daggett. **Voted:** 5-0. **Motion passed.**

17. Adjournment.

Motion by Selectman Hutchins, seconded by Selectman Briggs to adjourn. **Roll Call Vote:** Briggs, Hutchins, Weston, Matthews-Bull and Daggett. **Voted:** 5-0. **Motion passed.** Meeting adjourned at 7:30 p.m.

Submitted by,
Tracey O'Roak
Administrative Assistant

AGENDA ITEM DIVIDER



TOWN OF KENNEBUNKPORT, MAINE

~ INCORPORATED 1653 ~

MAINE'S FINEST RESORT

Memorandum

To: Laurie Smith
From: Michael Claus, Public Works Director / Rick Bleakney, Town Mechanic
Date: August 12, 2021
Re: Sale of Surplus Town Trucks

Public Works currently has 2 vehicles that will not pass inspection due to rusted frame rails. These trucks were both built in 2003 and the cost of structural repair to meet inspection requirements has not been budgeted. Neither truck is required to meet our current level of service and they are considered surplus equipment.

We have advertised these trucks for sale through local and town internet services and have not had any responses. In speaking with other Public Works Departments (Arundel, Portland and Maine Turnpike) they have had good success using Keenan Auction's Spring and Fall Equipment Sale at Beechridge Motor Speedway. The marketing for the fall auction is national and there will be online bidding available for those who cannot attend. Keenan Auction has been averaging 400-600 people at the spring and fall auctions. These events generate the most interest and highest bids for equipment for any Maine Equipment Sale. At past auctions all equipment has been sold to the highest bidder.

I asked Steve Keenan why they do not have reserve prices on equipment they auction. Steve told me "Buyers will tend to "set back" if there is a reserve and not put their highest bid forward if they are bidding against the owner or a reserve price. In an unreserved auction the buyer has to participate if they are interested because the item will sell that day. It is what motivates the market." This is typical of large equipment auctions nationwide.

The Tandem Axle truck would be available for a buyer who wanted to provide winter plow service and there is a good market for used pickup trucks at this time. Buyers at Keenan's past auctions have expressed good interest in municipal equipment because of low mileage and fleet maintenance for municipal equipment. In checking with Arundel Public Works, they sold their MT-5 Trackless sidewalk tractor with winter and summer implements for approximately \$11,000. I have attached a list of municipal trucks built between 2003 and 2012 that have been sold by Keenan Auction recently. Rick and I recommend that both trucks be sold at the Keenan Fall Auction at Beechridge Motor Speedway with no reserve price.



2006 INTERNATIONAL 7000SE
HT570, 6-SPEED AUTOMATIC,
TANDEM AXLE TRUCK W/
WARREN 13-15 YD DUMP BODY,
NO WING

SOLD FOR \$24,500 APRIL 2021



2006 INTERNATIONAL 7400
SINGLE AXLE PLOW TRUCK W/
WARREN S/S SANDER, 43,799
MILES, **NO WING**

S/N: 1HTWDAAR46J22241

SOLD FOR \$17,000 APRIL 2021



2012 INTERNATIONAL 7400 SFA,
SINGLE AXLE, AIR FLOW BODY,
60,013 MI, S/N:

1HTWDAAR6CJ616353 **ENGINE
ISSUES, NO PLOW**

SOLD FOR \$8,500 APRIL 2021



1990 INTERNATIONAL 4900
**SINGLE AXLE, NO PLOW OR
WING**, DUMP TRUCK, MILEAGE:
240,296, S/N:

1HTSDZZN8LH202349

SOLD FOR \$8,000 AUGUST 2021



2005 INTERNATIONAL 7400
SINGLE AXLE, PLOW TRUCK,
DT466, AUTO, MILES: 85,973, **NO
WING OR PLOW**
S/N:1HTWDAAR95JO54547
SOLD APRIL 2020 \$12,750



2011 INTERNATIONAL 7400 SFA
4X2 WORKSTAR PLOW TRUCK,
**NO WING, ISSUE MAXXFORCE
DIESEL**, 77,929MILES ,
S/N: 1HTWDAZR7BJ335083.
SOLD OCTOBER 2020 \$20,000



2011 INTERNATIONAL 7400 SFA
4X2 WORKSTAR PLOW TRUCK,
**NO WING, ISSUE MAXXFORCE
DIESEL**, 96,954 MILES, S/N:
1HTWDA2R9BJ335084
SOLD OCTOBER 2020 \$15,750



2003 VOLVO VHD PLOW TRUCK,
RIGHT HAND PLOW & WING,
SINGLE AXLE, 64,166 MILES, S/N:
4V5K39GG73N340504
SOLD OCTOBER 2020 \$19,750

AGENDA ITEM DIVIDER

PURCHASE AND SALE AGREEMENT

NOW COME the parties, the Inhabitants of the Town of Kennebunkport, Maine (hereinafter “The Town” or “Seller”) a Maine Municipality, 6 Elm Street, Kennebunkport, Maine, owner of certain real property in said Town and the Kennebunkport Climate Initiative, P.O. Box 7004, Cape Porpoise, Maine 04014, (hereinafter “Buyer”), a Maine Non Profit Corporation, who agree as follows:

WITNESSETH:

1. **Agreement.** The Town owns certain land without improvements thereon, identified in Town records as Parcel # 12-5-21, an approximately 87 acre parcel of land, more or less, all as further described in Book 17821, Page 749 of the York County Registry of Deeds (the “Parcel”), and as the Town is willing to sell and Buyer is willing to buy Unit 35 and Unit 36 of the Parcel, as more specifically described below (the “Premises”), all for and upon certain terms as set forth below.

2. **Financial Terms.**

The Buyer agrees to pay the Town: Two Million, Three Hundred Thousand and 00/100 U. S. Dollars (\$2,300,000.00) for the Premises payable as follows:

A. Five Thousand Dollars (\$5,000.00) due upon execution of this Purchase and Sale as “earnest money” (money to be held by Town’s Attorney); and

B. The remainder of purchase price, Two Million Two Hundred and Ninety Five Thousand U. S. Dollars (\$2,295,000.00) due at closing subject to the additional terms below.

3. **Description and Condition of Property.** Town sells approximately 3.5 acres of the Parcel, more or less, said acreage identified hereinabove as the Premises, and as also shown and described as Units 35 and 36 on a recorded subdivision plan for the “Olde Port Village” (Sheet 4) prepared by Mitchell & Associates dated March 30, 2011 and recorded in the York County Registry of Deeds in Plan Book 350, Page 6, a reduced copy of said plan sheet attached hereto as Exhibit A. The transfer shall also include a strip of land lying between the Premises and land n/f Weintraub Family Trust which strip is bounded by the prolongation of the westerly most boundary line of Unit 36 on one end and the easterly most boundary line of Unit 35 on the other end, and all as shown on said same plan drawing, subject to the retention by the Town of an easement across said strip of land for the purposes of the installation and perpetual maintenance of a public trail. The Premises are sold as is, where, without warranty or guaranty as to fitness for use or future marketability, but subject to the Additional Conditions set forth in Section 14.

4. **Earnest Money.** Prescott Jamieson Murphy Law Group, Town’s Counsel, will hold the earnest money in its Attorney Trust Account subject to additional terms below.

Said funds will be held in the firms "IOLTA" account subject to the terms and conditions regulating the same.

5. **Title/ Deed.** The Town shall deliver the property to Buyer by Quitclaim with Covenant Deed. The Town shall prepare, at its own costs, the Deed and transfer tax documents required for purchase. The Premises shall be delivered free and clear of encumbrances except those conditions, easements and restrictions of record which do not adversely affect title. The Premises shall be sold and conveyed strictly on an "as is", "where is" and "with all defects" basis, without any express or implied representations, warranties or covenants of any kind whatsoever regarding condition, past or present use, construction, development potential, future marketability, investment potential, tax ramifications or consequences, income potential, compliance with law, habitability, merchantability and fitness or suitability for any purpose except as modified below by Section 14.

6. **Possession/Occupancy.** Closing shall occur on or before February 28, 2022. Upon closing, Buyer shall be entitled to immediate occupancy of the Premises.

7. **Risk of Loss.** All risk of loss will be upon the Town upon the execution of this Purchase and Sales Agreement and until closing.

8. **Inspection.** The Buyer shall have ninety (90) days following the approval of the transaction by the Town's voters at a Town Vote on November 2, 2021, to conduct any inspections it desires. It may access the Premises during this time period to conduct such inspections, including limited test borings, but it will restore the Premises to the condition found after any inspections or work. In the event that an adverse condition regarding the Premises is found by Buyer, including environmental contamination, which impairs or limits the value or use of the Premises, then Buyer must share its results and findings with the Town in accordance with Section 15. The Town shall have 30 days to review Buyer's findings and determine what action it wishes to take. Town may either elect to remedy the condition at its cost, or it will notify Buyer that it opts not to remedy the condition, and it will return Buyer's earnest money within 30 days of such decision. Buyer may within 10 further days: 1) close, notwithstanding the condition or defect, or 2) request a refund of its earnest money and terminate the Agreement, or 3) it may, at its cost, conduct further analysis including a so-called "Phase II" environmental review, to confirm the nature and extent of the condition ("Option 3 Assessment"). Again, results of any further review must be shared with the Town in accordance with Section 15. If buyer elects to pursue Option 3, Buyer shall have 60 additional days to complete the Option 3 Assessment. Upon the completion of the Option 3 Assessment, Buyer shall thereupon choose to close notwithstanding the condition, or it may terminate the Agreement and receive its earnest money back within 30 days of notifying the Town of such termination. The Buyer is encouraged to seek the assistance of professionals regarding any inspections, and any specific issues of concern.

9. **Survival of Terms.** All of the terms and conditions of this Purchase and Sale shall survive the closing.

10. **Heirs, Successors and Assigns.** This Agreement may not be assigned by Buyer without the written consent of the Town, which consent will not be unreasonably

conditioned or withheld. The obligations herein shall extend to and bind each Parties heirs, personal representatives, officers, successors, and assigns.

11. **Governing Law.** This Purchase and Sale is a Maine contract and shall be governed by the laws of the State of Maine. Any dispute involving or arising out of this contract shall be settled, if possible, by mediation in Portland, Maine using a mediator jointly selected and paid for by the Parties. Each Party will be responsible for its own attorney's fees, and such fees may not be a part of any mediation decision. If the Parties fail to reach an agreement after not less than one day's mediation, the Parties agree to resolve their dispute through binding arbitration in Portland, Maine, costs of arbitration to be split equally, each to bear their own attorney's fees and witness costs. The Parties agree in advance no arbitration decision or award may include an award of attorney's fees to either party. An arbitration award or decision may be enforced through the Maine Courts.

12. **Pro-Ration of Taxes, etc.** There are no real estate taxes due at closing. Each party, however, is responsible for its share, if any, of any transfer taxes arising from this sale.

13. **Default.** In the event of default by the Buyer, the Town may retain the earnest money as remedy. In the event of default by the Town, the Buyer may request an arbitration award or decision include legal or equitable remedies including specific performance.

14. **Other Conditions.** This purchase and sale is expressly contingent upon the following conditions:

- A. The approval of the transaction by the Town's voters at a Town Vote on November 2, 2021.
- B. Buyer obtaining from the Town a temporary easement for access, ingress and egress to and from the Premises for vehicles and people, said temporary easement also for the purposes of Buyer completing construction of improvements on the Premises, said temporary easement to terminate upon Town's acceptance of a Town Road serving the Premises. Buyer also obtaining an easement for the installation of utilities (water, sewer, electrical, cable, internet) to serve the Premises in the event the Town should fail to install such utilities itself. Should Buyer install utilities within the Town's proposed right of way, Buyer covenants to offer such utilities to the Town for acceptance. The easements described herein shall run from North Street up to the easterly most boundary line of Lot 35 as shown on the above referenced subdivision plan.
- C. The Town covenants to place all of the purchase price paid by Buyer into a segregated Town Fund, held by the Town's Finance Office, such funds to be used for the construction, installation and completion of a Town Road running from North Street to the easterly most boundary of Lot 35, also for the costs of installing, testing and approving all customary Town utilities and infrastructure such as sewer lines, drains, drainage, electrical power, water, cable, telephone and internet wiring, all as further discussed

below in Section 14(F). Upon completion of all such improvements, any excess, residual funds may be applied by the Town as it best determines.

- D. **FINANCING:** This purchase is not conditioned upon financing.
- E. As a condition of Closing, there shall be no material change in the condition of the premises following execution of this Agreement through to the date of Closing. Buyer shall be entitled to inspect the premises the day of closing to confirm this condition. Any alterations in condition caused by work or inspections undertaken by Buyer subject to Section 8 above shall not be treated or deemed a “material change” and shall not entitle Buyer to rescind this Agreement.
- F. **Road Construction Agreement.** The Parties shall, between November 2, 2021 and February 28, 2022 enter into a mutually acceptable Road Construction Agreement which contract shall set the terms upon how, when and where the Town shall construct and install a public road to the Premises, as well as the installation and maintenance of necessary utilities including but not necessarily limited to sewer, drainage, water, electrical, telephone, cable and internet. Town’s duty to commence construction will not commence until all of KCI’s required approvals are in hand and payment of the purchase price has been made.
- G. As a further condition of Closing, Buyer must apply for and obtain approval of all Town permits necessary to complete the development of the Premises. If, despite Buyer’s reasonable and diligent efforts, such permits are not secured by Closing, the Parties agree to use reasonable and good faith efforts to amend this Agreement to allow the Buyer additional time to secure such permits.

15. **Environmental Hazards.** The Town does not warrant or represent that the subject premises are free of any environmental contaminants. Buyer is urged to complete its own independent review of the premises, and Buyer is expressly authorized to conduct any Phase 1 or Phase 2 testing it deems necessary or beneficial. Any and all results of such testing must be shared with the Town within 10 days of receipt, and Buyer covenants to restore the premises to the condition found or better after any such testing.

16. **Time.** This offer is valid through September 30, 2021.

17. **Local Permitting.** Buyer acknowledges that the Town cannot promise or guarantee the granting of any required local plan permits, licenses, or other approvals by its local regulatory bodies including but not limited to its Town Select Board, its Planning Board, its Zoning Board of Appeals; nor can it assure or influence the issuance of any state or federal permits that may be required, however, it covenants in good faith to assist Buyer when and where possible.

18. **Brokers.** Neither party has been represented by a Realtor or Broker as part of this transaction, and neither has procured the cause of any Broker or Realtor, and therefore each covenants to the other that no real estate or sales commission is due to any third party as a result of this transaction.

KENNEBUNKPORT CLIMATE INITIATIVE:

Print Name

Signature
It's _____ (Title)

DATE: _____

Tax ID# _____

TOWN OF KENNEBUNKPORT:

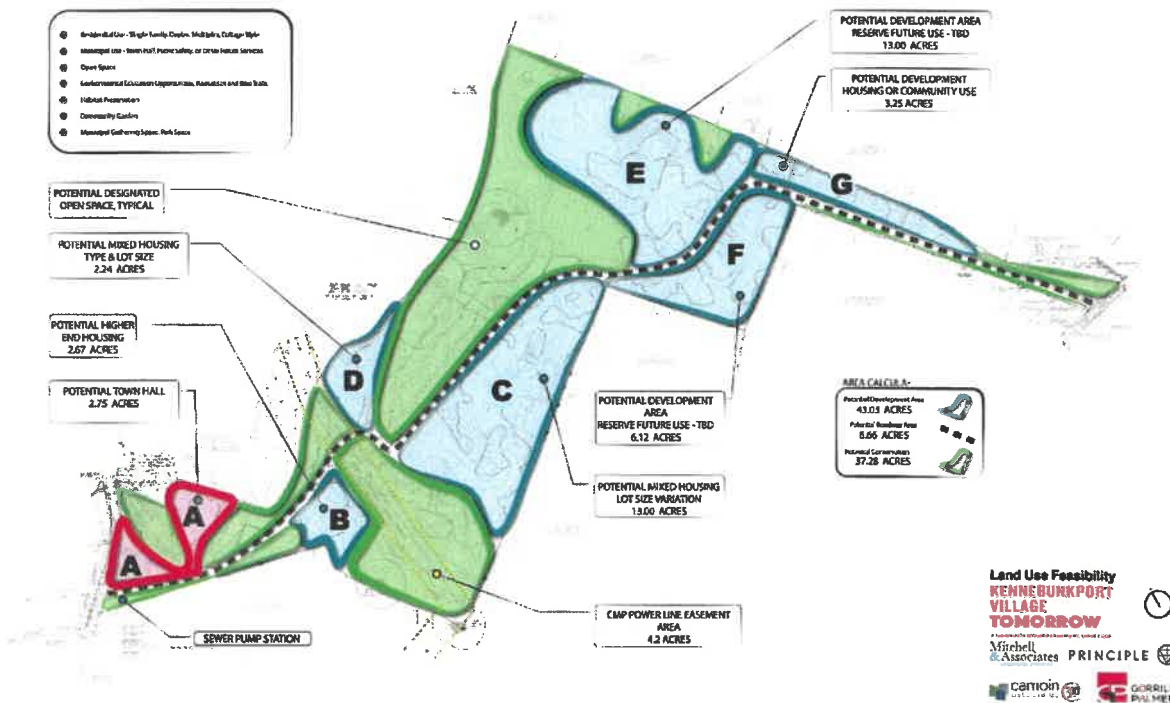
Laurie A. Smith
It's Town Manager

DATE: _____

Tax ID # _____

Village Parcel Property Sale Purchase and Sale Agreement

1. **Who would be purchasing the property?** The Kennebunkport Climate Initiative (KCI) have proposed purchasing Lot D on the Village Parcel Visioning Study Map.



2. **What does KCI Plan to do with the property?** KCI would like to establish their administrative headquarters on the site. They estimate that this will include an approximately 8,000 square foot building for 12-15 offices, conference rooms and meeting space.
3. **How much is KCI offering for the property?** KCI has offered the price of \$2.3 million for approximately 3.5 acres, with the understanding that the Town will construct the roadway and utilities to access Lot D.
4. **Is this an appropriate price for the land and infrastructure?** Normally the buyer would pay for their portion of the land and their portion of the infrastructure costs. The question is what is the land worth and how much are the infrastructure costs?

Village Parcel Cost Breakdown Analysis						
Phase	Area	Developable Acreage	Pro rata share undeveloped acreage	Total Acres	\$14,000,000 Price Per Acre/ Debt Service	\$14,000,000 Price Per DEVELOPABLE Acre/ Debt Service
					\$ 160,938	\$ 325,354
1	A	2.75	2.81	5.56	\$ 894,815.50	\$ 894,724.61
	B	2.67	2.73	5.40	\$ 869,065.41	\$ 868,696.26
	C	13.00	13.28	26.28	\$ 4,229,451.66	\$ 4,229,607.25
	D	2.24	2.29	4.53	\$ 729,049.32	\$ 728,793.86
	Subtotal:	20.66	21.11	41.77		
2	E	13.00	13.28	26.28	\$ 4,229,451.66	\$ 4,229,607.25
	F	6.12	6.25	12.37	\$ 1,990,803.54	\$ 1,991,168.95
	G	3.25	3.32	6.57	\$ 1,057,362.92	\$ 1,057,401.81
	Subtotal:	22.37	22.85	45.22		
GRAND TOTAL		43.03	43.96	86.99	\$ 14,000,000.00	\$ 14,000,000.00

The purchase price was \$10,000,000 with the added interest, the total cost to the Town is \$14,000,000. The chart above shows how each lot, A-G, is broken into developable and undeveloped acreage. Lot D is estimated at 4.5 acres total with a total land value of about \$730,000.

If you include the cost of the infrastructure – their share of the infrastructure cost (\$6,000,000) for the main road, from North Street to School Street, with water, sewer, and electricity – it would be about \$312,000.

The land cost with the infrastructure cost would be just over \$1 million or more specifically \$1,042,000. The price of \$2.3 million is about \$1.3 million over the cost for the land and their share of the infrastructure.

The funds allows the Town to put in the infrastructure for about 1/3 of the main road and open up access to lots A, B, C, and D. The town could then make choices for those lots without the additional infrastructure costs associated with development. That would allow the Town to place public benefit at these other sites or collect infrastructure reimbursement from the other sites to either future infrastructure into the Village parcel or pay down the debt.