

TOWN OF KENNEBUNKPORT, MAINE

**Board of Selectmen Agenda  
January 27, 2022 @ 6:00 PM  
VIRTUAL MEETING VIA ZOOM**

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**Ways to join this webinar:**

Join by **computer or mobile device**: <https://us06web.zoom.us/j/82934715755>

or go to **ZOOM** and enter the **webinar ID**: 829 3471 5755

By **phone (US)**: (929) 205 6099 or (301) 715 8592

International numbers available: <https://us06web.zoom.us/j/82934715755>

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1. Call to Order.
2. Approve the January 13, 2022, 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 the following renewal liquor license and special amusement permits submitted by the Kennebunkport Resort Collection:
  - Hidden Pond, LLC located at 356 Goose Rocks Road
  - The Kennebunkport Inn, LLC located at One Dock Square
  - Lodge on the Cove, LLC located at 29 South Maine Street
  - Ivy One, LLC d/b/a The Clubhouse at Cape Arundel Inn located at 8 Old Fort Avenue
  - Cape Arundel Inn, LLC located at 208 Ocean Avenue
  - Yachtsman Hospitality, LLC located at 57 Ocean Avenue
  - Tides Beach Club, LLC located at 930 Kings Highway
  - The Boathouse at Kennebunkport, LLC located at 21 Ocean Avenue
5. Consider the renewal liquor license and special amusement permit submitted by Rhumb Line Motor Lodge d/b/a Rhumb Line Resort, located at 41 Turbats Creek Road.
6. Consider the renewal liquor license and special amusement permit submitted by Taylormade Hospitality d/b/a Hurricane Restaurant, located at 29 Dock Square.
7. Consider the renewal liquor license submitted by W & A Inc. d/b/a Cape Pier Chowder House, located at 79 Pier Road.
8. Proclamation celebrating 75 years of the Kennebunkport Nurse's position.

9. FY2021 Audit presentation by Hank Farrah of RKO.
10. Authorize transfer to the Capital Reserve Fund in accordance with the Fund Balance Policy.
11. Presentation of Goose Rocks Beach Water Quality Report.
12. Authorization of the radio tower project contracts.
13. Discussion of Short-term rental enforcement.
14. Discussion of Goose Rocks Beach Sticker sales for 2022.
15. Approve Shellfish License Allocations for 2022.
16. Other business.
17. Approve the January 27, 2022, Treasurer's Warrant.
18. Adjournment.

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# AGENDA ITEM DIVIDER

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Town of Kennebunkport  
Board of Selectmen Meeting VIA Zoom  
January 13, 2022  
6:00 PM

**MINUTES**

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

**Others attending via Zoom:** David Powell, Tracey O’Roak, John Everett, Denise Brown, Stephanie Simpson, Craig Sanford, Christopher Simeoni, Werner Gilliam, Daniel Lay and Noah Petrucci.

**1. Call to Order**

Selectman Matthews-Bull called the meeting to order at 5:30 PM. She took roll call of Selectmen present: Allen Daggett, Patrick Briggs, Michael Weston, Edward Hutchins, and Sheila Matthews-Bull.

**2. Executive Session per MRSA 1, §405-6E to consult with town attorney regarding pending litigation with regard to recall petitions.**

The Board went into executive session at 5:30 PM and came out at 6:00 PM. No action was taken.

**3. Approve the December 23, 2021, meeting minutes.**

**Motion** by Selectman Hutchins seconded by Selectman Daggett to approve the December 23, 2021, selectmen meeting minutes. **Roll Call Vote:** Briggs, Weston, Matthews-Bull, Hutchins, and Daggett. **Voted:** 5-0. **Motion passed.**

**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.)

Selectman Matthews-Bull noted that there were 10 participants in the audience. There were no public comments.

**5. Annual investment presentation by H.M. Payson.**

Daniel Lay, Esq. and Noah Petrucci, CFA, of HM Payson presented the annual Investment Review.

**Motion** by Selectman Hutchins, seconded by Selectman Daggett to accept the annual investment review. **Roll Call Vote:** Briggs, Weston, Daggett, Hutchins and Matthews-Bull. **Voted:** 5-0. **Motion passed.**



**6. Award bid for ANSI Certified Class 2 Jackets for the Fire Department.**

John Everett, Fire Chief, explained the purpose of the jackets and the protection they provide.

**Motion** by Selectman Hutchins, seconded by Selectman Briggs to award the bid to Bergeron Protective Clothing for the purchase of 30 jackets for a total cost of \$9,323.40. **Roll Call Vote:** Briggs, Weston, Daggett, Hutchins and Matthews-Bull. **Voted:** 5-0. **Motion passed.**

**7. Presentation of Capital Improvement Plan.**

Laurie Smith, Town Manager, explained how the Capital Improvement Plan works within the general budget. Denise Brown, Treasurer, gave details of the process. Each department director gave an overview of their requests for the next five years.

Selectman Hutchins advised that he feels strongly about bringing infrastructure to the Village Parcel. Selectman Weston stated that the Pier is critical to the fishing industry. He also felt that a new town hall and fire station should be a priority. Selectman Briggs also supported proceeding with the plan for a new town hall. Selectmen Matthews-Bull and Daggett both acknowledged that everything in the plan is necessary.

David James of the Budget Board asked how much bigger this 5-year plan is compared to past plans. Laurie Smith, Town Manager, responded by acknowledging that this 5-year plan is larger than plans in the past. Most of that increase is due to construction and equipment cost increases. Selectman Weston added that many of these projects, including town hall, the pier, and wastewater infrastructure have been put off for so long that the time has come that it must be addressed. Climate change has also made some of these items important to include in the plan.

**8. Review of correspondence from Norman Hanson DeTroy regarding School Board Recall Initiatives.**

Laurie Smith, Town Manager, reviewed the legal opinion from the RSU's attorney regarding the school board recall in Kennebunk. They included Kennebunkport and Arundel in that opinion. Since then, the school board voted to take legal action to stop the recall and a lawsuit has been filed against the Town of Kennebunk with Kennebunkport and Arundel named as parties-in-interest.

**Motion** by Selectman Hutchins, seconded by Selectman Weston to hire counsel to defend the Town and its ordinances against the recall legal action taken by the School Board. **Roll Call Vote:** Briggs, Weston, Daggett, Hutchins, and Matthews-Bull. **Voted:** 5-0. **Motion passed.**

**9. Accept the following donations:**

- \$250 donation from Helen McConnell to the Nurse's account to assist with supplies, equipment, training, or any other needs.
- \$1,000 from Atlantic Hall to the emergency fuel fund.

**Motion** by Selectman Hutchins, seconded by Selectman Daggett to accept the referenced donations. **Roll Call Vote:** Briggs, Weston, Daggett, Hutchins and Matthews-Bull. **Voted:** 5-0. **Motion passed.**

**10. Other business.**

Selectman Matthews-Bull thanked the volunteers who took down the Prelude decorations and also thanked the Public Works Department for their help.

Werner Gilliam, Director of Planning, gave updates on the Short-term Rental process. There have been 400 applications received and 387 of those have already been approved. They are tracking down missing information on the remaining applications. He reminded that there were no eligibility requirements or caps for this year. That will be revisited in the future. Laurie Smith, Town Manager, acknowledged and thanked the Planning and Town Clerk's offices for their hard work during this process. Selectman Weston also thanked the short-term renters for their cooperation.

**11. Approve the January 13, 2022, Treasurer's Warrant.**

**Motion** by Selectman Hutchins seconded by Selectman Daggett to approve the January 13, 2022, Treasurer's Warrant. **Roll Call Vote:** Briggs, Weston, Daggett, Hutchins, and Matthews-Bull. **Voted:** 5-0. **Motion passed.**

**12. Adjournment.**

**Motion** by Selectman Hutchins seconded by Selectman Weston to adjourn. **Roll Call Vote:** Briggs, Weston, Daggett, Hutchins, and Matthews-Bull. **Voted:** 5-0. **Motion passed.** Meeting adjourned at 7:45 PM.

Submitted by,  
Tracey O'Roak  
Administrative Assistant

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# AGENDA ITEM DIVIDER

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**INTEROFFICE MEMORANDUM**

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**TO:** LAURIE SMITH AND BOARD OF SELECTMEN

**FROM:** JAMIE L. MITCHELL, TOWN CLERK

**SUBJECT:** ANNUAL LIQUOR LICENCE RENEWALS/SPECIAL EVENT PERMITS

**DATE:** 01/24/2022

The following establishments have submitted their annual Liquor License Applications, all of which are renewals from previous years and most which include a Special Event Permit. A few, also include a mini-bar license extension which allows entities to stock the rooms with liquor under the original liquor license (all were approved last year).

The following are requests for liquor licenses only:

- W&A, Inc. d/b/a Cape Pier Chowder House

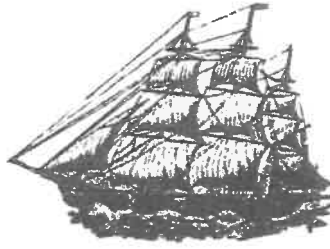
The following establishments have submitted for approval a liquor license and special event permit:

- Hidden Pond, LLC w/Special Amusement Permit
- Rhumb Line Motor Lodge d/b/a Rhumb Line Resort
- Cape Arundel Inn
- Ivy One, LLC d/b/a The Clubhouse at Cape Arundel Inn
- The Boathouse at Kennebunkport, LLC d/b/a The Boathouse Hotel
- Tides Beach Club, LLC d/b/a Tides Beach Club
- Lodge on the Cove, LLC d/b/a Lodge on the Cove
- The Kennebunkport Inn, LLC d/b/a The Kennebunkport Inn
- Taylormade Hospitality d/b/a Hurricane Restaurant

The following establishments have submitted approval for a liquor license, mini-bar extension license and a special event permit:

- Hidden Pond, LLC d/b/a Hidden Pond
- Yachtsman Hospitality d/b/a Yachtsman Hotel & Marina Club

As these are all previously approved licenses and staff has no objections.



TOWN OF KENNEBUNKPORT, MAINE

- INCORPORATED 1653 -

APPLICATION  
SPECIAL AMUSEMENT PERMIT FOR  
DANCING AND ENTERTAINMENT

Name of Applicant Hidden Pond, LLC

Residence Address 2 Livewell Dr Ste 203 Kennebunk ME 04043

Home Telephone Number 207 967 1519

Name of Business Hidden Pond

Business Address 354 Goose Rock Rd Kennebunkport ME 04046

Type of Business Resort / Restaurant

Business Telephone Number 207 967 9050

Nature of Special Amusement Live music / dancing

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

Yes \_\_\_\_\_ No X

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

1. Permit Fee: \$ 100.00 (payable to the Town of Kennebunkport)
2. By making application for this permit and signing this application form, I acknowledge that I am familiar with the rules and regulations governing this permit.

Signature of Applicant

Printed name: Justin Grimes



STATE OF MAINE  
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES  
BUREAU OF ALCOHOLIC BEVERAGES AND LOTTERY OPERATIONS  
DIVISION OF LIQUOR LICENSING AND ENFORCEMENT

**Application for an On-Premises License**

*All Questions Must Be Answered Completely. Please print legibly.*

Division Use Only	
License No:	
Class:	By:
Deposit Date:	
Amt. Deposited:	
Payment Type:	
OK with SOS: Yes <input type="checkbox"/> No <input type="checkbox"/>	

**Section I: Licensee/Applicant(s) Information;  
Type of License and Status**

Legal Business Entity Applicant Name (corporation, LLC): Hidden Pond, LLC	Business Name (D/B/A): Hidden Pond
Individual or Sole Proprietor Applicant Name(s):	Physical Location: 354 Goose Rocks Lane, Kennebunkport, ME 04046
Individual or Sole Proprietor Applicant Name(s):	Mailing address, if different: 2 Livewell Dr, Ste 203, Kennebunk, ME 04043
Mailing address, if different from DBA address:	Email Address: accounting@krcmaine.com
Telephone #      Fax #: 207-986-1519      207-967-1516	Business Telephone #      Fax #: 207-967-9050
Federal Tax Identification Number: 26-0629869	Maine Seller Certificate # or Sales Tax #: 1131323
Retail Beverage Alcohol Dealers Permit:	Website address: www.hiddenpondmaine.com

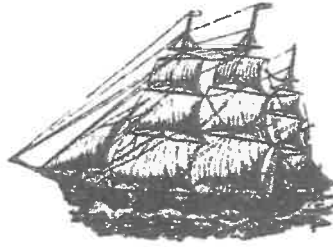
1. New license or renewal of existing license?     New      Expected Start date: \_\_\_\_\_
- Renewal      Expiration Date: 02/11/2022

2. The dollar amount of gross income for the licensure period that will end on the expiration date above:

Food: 2.6M      Beer, Wine or Spirits: 1.1M      Guest Rooms: 7M

3. Please indicate the type of alcoholic beverage to be sold: (check all that apply)

Malt Liquor (beer)     Wine     Spirits



TOWN OF KENNEBUNKPORT, MAINE

- INCORPORATED 1653 -

APPLICATION  
SPECIAL AMUSEMENT PERMIT FOR  
DANCING AND ENTERTAINMENT

Name of Applicant The Kennebunkport Inn LLC  
Residence Address 2 Linemell dr ste 203 Kennebunk ME 04043  
Home Telephone Number 207 967 1519  
Name of Business The Kennebunkport Inn  
Business Address One Dock sq. Kennebunkport ME 04046  
Type of Business Hotel / Restaurant  
Business Telephone Number 207 967 2621  
Nature of Special Amusement Live Music / Dancing

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

Yes \_\_\_\_\_ No X

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

1. Permit Fee: \$ 100.00 (payable to the Town of Kennebunkport)
2. By making application for this permit and signing this application form, I acknowledge that I am familiar with the rules and regulations governing this permit.

Justin Grimes  
Signature of Applicant

Printed name: Justin Grimes



STATE OF MAINE  
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES  
BUREAU OF ALCOHOLIC BEVERAGES AND LOTTERY OPERATIONS  
DIVISION OF LIQUOR LICENSING AND ENFORCEMENT

**Application for an On-Premises License**

*All Questions Must Be Answered Completely. Please print legibly.*

Division Use Only	
License No:	
Class:	By:
Deposit Date:	
Amt. Deposited:	
Payment Type:	
OK with SOS:	Yes <input type="checkbox"/> No <input type="checkbox"/>

**Section I: Licensee/Applicant(s) Information;  
Type of License and Status**

Legal Business Entity Applicant Name (corporation, LLC):	Business Name (D/B/A):
The Kennebunkport Inn, LLC	The Kennebunkport Inn
Individual or Sole Proprietor Applicant Name(s):	Physical Location:
	1 Dock Square, Kennebunkport, ME 04046
Individual or Sole Proprietor Applicant Name(s):	Mailing address, if different:
	2 Livewell Dr, Ste 203, Kennebunk Me 04043
Mailing address, if different from DBA address:	Email Address:
	accouting@krcmaine.com
Telephone #                  Fax #:	Business Telephone #                  Fax #:
207-967-1519                  207-967-1516	207-967-2621
Federal Tax Identification Number:	Maine Seller Certificate # or Sales Tax #:
22-3722663	1067587
Retail Beverage Alcohol Dealers Permit:	Website address:
	www.kennebunkportinn.com

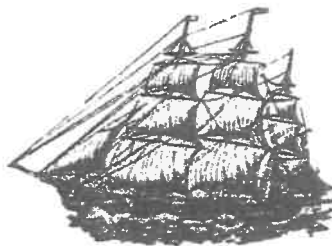
1. New license or renewal of existing license?     New                  Expected Start date: \_\_\_\_\_  
    Renewal                  Expiration Date: 02/11/2022

2. The dollar amount of gross income for the licensure period that will end on the expiration date above:  
Food:      300K                  Beer, Wine or Spirits: 200K                  Guest Rooms: 2.2M

3. Please indicate the type of alcoholic beverage to be sold: (check all that apply)

Malt Liquor (beer)     Wine                   Spirits





TOWN OF KENNEBUNKPORT, MAINE

- INCORPORATED 1653 -

APPLICATION  
SPECIAL AMUSEMENT PERMIT FOR  
DANCING AND ENTERTAINMENT

Name of Applicant Lodge on the Cove LLC

Residence Address 2 Pinehill dr ste 203 Kennebunk ME 04043

Home Telephone Number 207 967 1519

Name of Business Lodge on the Cove

Business Address 29 South <sup>Main St.</sup> Kennebunkport ME 04046

Type of Business Hotel / Restaurant

Business Telephone Number 207 967 3993

Nature of Special Amusement Live Music | Dancing

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

Yes \_\_\_\_\_ No X

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

1. Permit Fee: \$ 100.00 (payable to the Town of Kennebunkport)
2. By making application for this permit and signing this application form, I acknowledge that I am familiar with the rules and regulations governing this permit.

[Signature]  
Signature of Applicant

Printed name: Justin Grimes



STATE OF MAINE  
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES  
BUREAU OF ALCOHOLIC BEVERAGES AND LOTTERY OPERATIONS  
DIVISION OF LIQUOR LICENSING AND ENFORCEMENT

Division Use Only	
License No:	
Class:	By:
Deposit Date:	
Amt. Deposited:	
Payment Type:	
OK with SOS:	Yes <input type="checkbox"/> No <input type="checkbox"/>

### Application for an On-Premises License

*All Questions Must Be Answered Completely. Please print legibly.*

**Section I: Licensee/Applicant(s) Information;  
Type of License and Status**

Legal Business Entity Applicant Name (corporation, LLC): Lodge on the Cove, LLC		Business Name (D/B/A): Lodge on the Cove	
Individual or Sole Proprietor Applicant Name(s):		Physical Location: 29 S. Main St, Kennebunkport, ME 04046	
Individual or Sole Proprietor Applicant Name(s):		Mailing address, if different: 2 Livewell Dr, Ste 203, Kennebunk ME 04043	
Mailing address, if different from DBA address:		Email Address: accounting@kremaine.com	
Telephone #	Fax #:	Business Telephone #	Fax #:
207-967-1519	207-967-1516	207-967-3993	
Federal Tax Identification Number: 45-3948403		Maine Seller Certificate # or Sales Tax #: 1155294	
Retail Beverage Alcohol Dealers Permit:		Website address: www.lodgeonthecove.com	

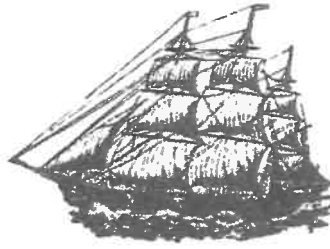
1. New license or renewal of existing license?  New Expected Start date: \_\_\_\_\_  
 Renewal Expiration Date: 02/11/2022

2. The dollar amount of gross income for the licensure period that will end on the expiration date above:

Food: 16k Beer, Wine or Spirits: 18k Guest Rooms: 1.2M

3. Please indicate the type of alcoholic beverage to be sold: (check all that apply)

Malt Liquor (beer)  Wine  Spirits



TOWN OF KENNEBUNKPORT, MAINE

- INCORPORATED 1653 -

APPLICATION  
SPECIAL AMUSEMENT PERMIT FOR  
DANCING AND ENTERTAINMENT

Name of Applicant My One LLC

Residence Address 2 Linemell dr ste 203 Kennebunk ME 04043

Home Telephone Number 207 967 1519

Name of Business The clubhouse at Cape Arvedel Inn

Business Address 8 old fort ave Kennebunkport ME 04046

Type of Business Inn / Restaurant

Business Telephone Number 207 967 5353

Nature of Special Amusement Live Music / Dancing

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

Yes \_\_\_\_\_ No X

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

1. Permit Fee: \$ 100.00 (payable to the Town of Kennebunkport)
2. By making application for this permit and signing this application form, I acknowledge that I am familiar with the rules and regulations governing this permit.

  
 Signature of Applicant  
 Printed name: Justin Grimes



STATE OF MAINE  
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES  
BUREAU OF ALCOHOLIC BEVERAGES AND LOTTERY OPERATIONS  
DIVISION OF LIQUOR LICENSING AND ENFORCEMENT

**Application for an On-Premises License**

*All Questions Must Be Answered Completely. Please print legibly.*

Division Use Only	
License No:	
Class:	By:
Deposit Date:	
Amt. Deposited:	
Payment Type:	
OK with SOS:	Yes <input type="checkbox"/> No <input type="checkbox"/>

**Section I: Licensee/Applicant(s) Information;  
Type of License and Status**

Legal Business Entity Applicant Name (corporation, LLC): Ivy One, LLC	Business Name (D/B/A): The Clubhouse at Cape Arundel Inn
Individual or Sole Proprietor Applicant Name(s):	Physical Location: 8 Old Fort Avenue, Kennebunkport ME 04046
Individual or Sole Proprietor Applicant Name(s):	Mailing address, if different: 2 Livewell Dr, Ste 203, Kennebunk ME 04043
Mailing address, if different from DBA address:	Email Address: accounting@krcmaine.com
Telephone #                  Fax #: 207-967-1519                  207-967-1516	Business Telephone #          Fax #: 207-967-5353
Federal Tax Identification Number: 27-3545804	Maine Seller Certificate # or Sales Tax #: 017970
Retail Beverage Alcohol Dealers Permit:	Website address: www.capearundel.com

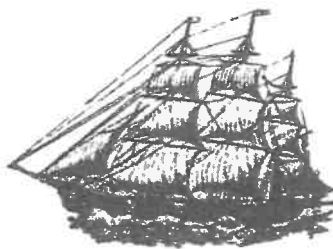
1. New license or renewal of existing license?     New                  Expected Start date: \_\_\_\_\_  
    Renewal                  Expiration Date: 02/11/2022

2. The dollar amount of gross income for the licensure period that will end on the expiration date above:

Food:          0                  Beer, Wine or Spirits: 0                  Guest Rooms: 0

3. Please indicate the type of alcoholic beverage to be sold: (check all that apply)

Malt Liquor (beer)     Wine     Spirits



# TOWN OF KENNEBUNKPORT, MAINE

— INCORPORATED 1653 —

## APPLICATION SPECIAL AMUSEMENT PERMIT FOR DANCING AND ENTERTAINMENT

Name of Applicant Cape Arundel Inn LLC  
Residence Address 2 Livenell Dr Ste 203 Kennebunk ME 04043  
Home Telephone Number 207 967 1519  
Name of Business Cape Arundel Inn  
Business Address 208 Ocean Ave Kennebunkport ME 04046  
Type of Business Hotel | Restaurant  
Business Telephone Number 207 967 2125  
Nature of Special Amusement Live music | dancing

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

Yes \_\_\_\_\_ No X

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

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1. Permit Fee: **\$ 100.00** (payable to the Town of Kennebunkport)
2. By making application for this permit and signing this application form, I acknowledge that I am familiar with the rules and regulations governing this permit.

Justin Grimes  
Signature of Applicant

Printed name: Justin Grimes



STATE OF MAINE  
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES  
BUREAU OF ALCOHOLIC BEVERAGES AND LOTTERY OPERATIONS  
DIVISION OF LIQUOR LICENSING AND ENFORCEMENT

**Application for an On-Premises License**

*All Questions Must Be Answered Completely. Please print legibly.*

Division Use Only	
License No:	
Class:	By:
Deposit Date:	
Amt. Deposited:	
Payment Type:	
OK with SOS:	Yes <input type="checkbox"/> No <input type="checkbox"/>

**Section I: Licensee/Applicant(s) Information;  
Type of License and Status**

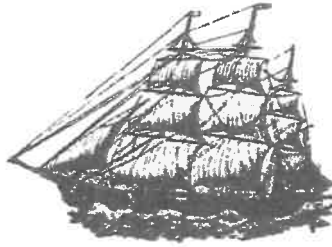
Legal Business Entity Applicant Name (corporation, LLC): Cape Arundel Inn, LLC	Business Name (D/B/A): Cape Arundel Inn
Individual or Sole Proprietor Applicant Name(s):	Physical Location: 208 Ocean Avenue, Kennebunkport ME 04046
Individual or Sole Proprietor Applicant Name(s):	Mailing address, if different: 2 Livewell Dr, Ste 203, Kennebunk ME 04043
Mailing address, if different from DBA address:	Email Address: accounting@krcline.com
Telephone #      Fax #: 207-967-1519      207-967-1516	Business Telephone #      Fax #: 207-967-2125
Federal Tax Identification Number: 46-2133871	Maine Seller Certificate # or Sales Tax #: 1162110
Retail Beverage Alcohol Dealers Permit:	Website address: www.capearundel.com

1. New license or renewal of existing license?       New      Expected Start date: \_\_\_\_\_  
     Renewal      Expiration Date: 02/11/2022

2. The dollar amount of gross income for the licensure period that will end on the expiration date above:  
 Food: 1 M      Beer, Wine or Spirits: 400K      Guest Rooms: 2.6 M

3. Please indicate the type of alcoholic beverage to be sold: (check all that apply)

Malt Liquor (beer)       Wine       Spirits



TOWN OF KENNEBUNKPORT, MAINE

- INCORPORATED 1653 -

APPLICATION  
SPECIAL AMUSEMENT PERMIT FOR  
DANCING AND ENTERTAINMENT

Name of Applicant Yachtman Hospitality, LLC  
 Residence Address 2 Linnell dr ste 203 Kennebunk ME 04043  
 Home Telephone Number 207 967 1519  
 Name of Business Yachtman Hotel & Marina Club  
 Business Address 57 Ocean ave Kennebunkport ME 04046  
 Type of Business Hotel / Marina Bar / Marina  
 Business Telephone Number 207 967 2511  
 Nature of Special Amusement Live Music / dancing

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

Yes \_\_\_\_\_ No X

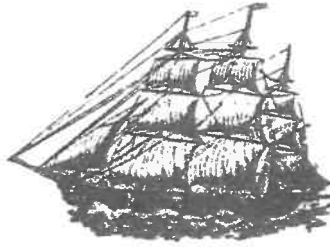
If yes, describe circumstances specifically. (Attach additional page if necessary)

1. Permit Fee: \$ 100.00 (payable to the Town of Kennebunkport)
2. By making application for this permit and signing this application form, I acknowledge that I am familiar with the rules and regulations governing this permit.

Justin Grimes  
 Signature of Applicant  
 Printed name: Justin Grimes







TOWN OF KENNEBUNKPORT, MAINE

- INCORPORATED 1653 -

APPLICATION  
SPECIAL AMUSEMENT PERMIT FOR  
DANCING AND ENTERTAINMENT

Name of Applicant Tides Beach Club LLC  
Residence Address 2 Livenell Dr Ste 203 Kennebunk ME 04043  
Home Telephone Number 207 962 1519  
Name of Business Tides Beach Club  
Business Address 930 Kings Hwy Kennebunkport ME 04046  
Type of Business Hotel / Restaurant  
Business Telephone Number 207 962 3757  
Nature of Special Amusement Live Music / Dancing

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

Yes \_\_\_\_\_ No X

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

1. Permit Fee: \$ 100.00 (payable to the Town of Kennebunkport)
2. By making application for this permit and signing this application form, I acknowledge that I am familiar with the rules and regulations governing this permit.

Justin G. Jones  
Signature of Applicant

Printed name: Justin G. Jones



**STATE OF MAINE  
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES  
BUREAU OF ALCOHOLIC BEVERAGES AND LOTTERY OPERATIONS  
DIVISION OF LIQUOR LICENSING AND ENFORCEMENT**

Division Use Only	
License No:	
Class:	By:
Deposit Date:	
Amt. Deposited:	
Payment Type:	
OK with SOS: Yes <input type="checkbox"/> No <input type="checkbox"/>	

**Application for an On-Premises License**

*All Questions Must Be Answered Completely. Please print legibly.*

**Section I: Licensee/Applicant(s) Information;  
Type of License and Status**

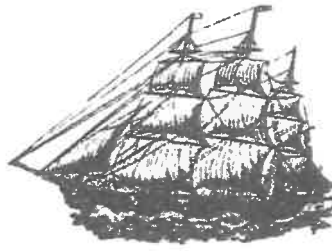
Legal Business Entity Applicant Name (corporation, LLC): Tides Beach Club, LLC	Business Name (D/B/A): Tides Beach Club
Individual or Sole Proprietor Applicant Name(s):	Physical Location: 930 Kings Hwy, Kennebunkport ME 04046
Individual or Sole Proprietor Applicant Name(s):	Mailing address, if different: 2 Livewell Dr, Ste 203, Kennebunk ME 04043
Mailing address, if different from DBA address:	Email Address: accounting@krmaine.com
Telephone #                      Fax #: 207-967-1519                      207-967-1516	Business Telephone #                      Fax #: 207-967-8223
Federal Tax Identification Number: 27-3545942	Maine Seller Certificate # or Sales Tax #: 1148420
Retail Beverage Alcohol Dealers Permit:	Website address: www.tidesbeachclub.com

1. New license or renewal of existing license?     New                      Expected Start date: \_\_\_\_\_  
     **Renewal**                      Expiration Date: 02/11/2022

2. The dollar amount of gross income for the licensure period that will end on the expiration date above:  
 Food: 1.1M                      Beer, Wine or Spirits: 630k                      Guest Rooms: 1.6M

3. Please indicate the type of alcoholic beverage to be sold: (check all that apply)

Malt Liquor (beer)     Wine     Spirits



TOWN OF KENNEBUNKPORT, MAINE

- INCORPORATED 1653 -

APPLICATION  
SPECIAL AMUSEMENT PERMIT FOR  
DANCING AND ENTERTAINMENT

Name of Applicant The Boathouse at Kennebunkport, LLC  
 Residence Address 2 Livenell dr Ste 203, Kennebunk ME 04043  
 Home Telephone Number 207 967 1519  
 Name of Business The Boathouse Hotel  
 Business Address 21 Ocean Ave Kennebunkport ME 04046  
 Type of Business Hotel / Restaurant  
 Business Telephone Number 207 967 8223  
 Nature of Special Amusement Live music / dancing

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

Yes \_\_\_\_\_ No X

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

1. Permit Fee: \$ 100.00 (payable to the Town of Kennebunkport)
2. By making application for this permit and signing this application form, I acknowledge that I am familiar with the rules and regulations governing this permit.

Signature of Applicant

Printed name: Joseph Grimes



STATE OF MAINE  
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES  
BUREAU OF ALCOHOLIC BEVERAGES AND LOTTERY OPERATIONS  
DIVISION OF LIQUOR LICENSING AND ENFORCEMENT

## Application for an On-Premises License

*All Questions Must Be Answered Completely. Please print legibly.*

Division Use Only	
License No:	
Class:	By:
Deposit Date:	
Amt. Deposited:	
Payment Type:	
OK with SOS: Yes <input type="checkbox"/> No <input type="checkbox"/>	

### Section I: Licensee/Applicant(s) Information; Type of License and Status

Legal Business Entity Applicant Name (corporation, LLC): The Boathouse at Kennebunkport, LLC	Business Name (D/B/A): The Boathouse Hotel
Individual or Sole Proprietor Applicant Name(s):	Physical Location: 21 Ocean Ave Kennebunkport ME 04046
Individual or Sole Proprietor Applicant Name(s):	Mailing address, if different: 2 Livewell Dr Kennebunk ME 04043
Mailing address, if different from DBA address:	Email Address: accounting@krcmaine.com
Telephone #      Fax #: 207-967-1519      207-967-1516	Business Telephone #      Fax #: 207-697-8223
Federal Tax Identification Number: 46-2111734	Maine Seller Certificate # or Sales Tax #: 1162111
Retail Beverage Alcohol Dealers Permit:	Website address: www.boathouseme.com

1. New license or renewal of existing license?     New      Expected Start date: \_\_\_\_\_  
    Renewal      Expiration Date: 02/11/2022

2. The dollar amount of gross income for the licensure period that will end on the expiration date above:  
Food:    3.5M      Beer, Wine or Spirits: 1.5M      Guest Rooms: 1.8M

3. Please indicate the type of alcoholic beverage to be sold: (check all that apply)
- Malt Liquor (beer)     Wine     Spirits

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# AGENDA ITEM DIVIDER

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STATE OF MAINE  
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES  
BUREAU OF ALCOHOLIC BEVERAGES AND LOTTERY OPERATIONS  
DIVISION OF LIQUOR LICENSING AND ENFORCEMENT

Item 5

Division Use Only	
License No:	
Class:	By:
Deposit Date:	
Amt. Deposited:	
Payment Type:	
OK with SOS:	Yes <input type="checkbox"/> No <input type="checkbox"/>

### Application for an On-Premises License

*All Questions Must Be Answered Completely. Please print legibly.*

#### Section I: Licensee/Applicant(s) Information; Type of License and Status

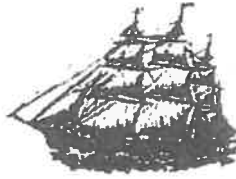
Legal Business Entity Applicant Name (corporation, LLC): <u>Rhumb Line Motor Lodge</u>	Business Name (D/B/A): <u>Rhumb Line Resort</u>
Individual or Sole Proprietor Applicant Name(s): <u>Sheila Matthews-Bull</u>	Physical Location: <u>41 Turbats Creek Rd Kennebunk</u>
Individual or Sole Proprietor Applicant Name(s):	Mailing address, if different: <u>ME</u>
Mailing address, if different from DBA address: <u>207-967-3622</u>	Email Address: <u>Sheila@rhumbline.com</u>
Telephone # <u>↓</u> Fax #:	Business Telephone # Fax #: <u>207-967-5457 207-967-4418</u>
Federal Tax Identification Number: <u>01-0411890</u>	Maine Seller Certificate # or Sales Tax #: <u>4065</u>
Retail Beverage Alcohol Dealers Permit:	Website address: <u>www.rhumbline.com</u>

1. New license or renewal of existing license?  New Expected Start date: \_\_\_\_\_  
 Renewal Expiration Date: 2/1/2022

2. The dollar amount of gross income for the licensure period that will end on the expiration date above:  
Food: \$ 104,000<sup>00</sup> Beer, Wine or Spirits: \$ 46,000<sup>00</sup> Guest Rooms: \$ 1,104,000<sup>00</sup>

3. Please indicate the type of alcoholic beverage to be sold: (check all that apply)

Malt Liquor (beer)  Wine  Spirits



TOWN OF KENNEBUNKPORT, MAINE

- INCORPORATED 1653 -

MAINE'S FINEST RESORT

APPLICATION

SPECIAL AMUSEMENT PERMIT FOR DANCING AND ENTERTAINMENT

Name of Applicant Sheila Matthews Bull

Residence Address 59 Langsford Rd Kennebunkport

Home Telephone Number 207-967-3622

Name of Business Rhumb's Line Resort

Business Address 41 Turbats Creek Rd Kennebunkport

Type of Business Hotel

Business Telephone Number 207-967-5457

Nature of Special Amusement music and dance

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

Yes \_\_\_\_\_ No

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

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

Sheila Matthews Bull  
applicant

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# AGENDA ITEM DIVIDER

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**STATE OF MAINE**  
**DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES**  
**BUREAU OF ALCOHOLIC BEVERAGES AND LOTTERY OPERATIONS**  
**DIVISION OF LIQUOR LICENSING AND ENFORCEMENT**

## Application for an On-Premises License

*All Questions Must Be Answered Completely. Please print legibly.*

Division Use Only	
License No:	
Class:	By:
Deposit Date:	
Amt. Deposited:	
Payment Type:	
OK with SOS:	Yes <input type="checkbox"/> No <input type="checkbox"/>

### Section I: Licensee/Applicant(s) Information; Type of License and Status

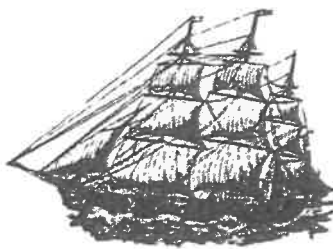
Legal Business Entity Applicant Name (corporation, LLC): Taylormade Hospitality	Business Name (D/B/A): Hurricane Restaurant
Individual or Sole Proprietor Applicant Name(s): Taylor Benenti	Physical Location: 29 Dock Square, Kennebunkport, Maine, 04046
Individual or Sole Proprietor Applicant Name(s):	Mailing address, if different: P.O. Box 1801, Kennebunkport, Maine, 04046
Mailing address, if different from DBA address:	Email Address:
Telephone #      Fax #: 207-286-7127      207-967-9113	Business Telephone #      Fax #: 207-967-9111      207-967-9113
Federal Tax Identification Number: 83-2213121	Maine Seller Certificate # or Sales Tax #: 1197972      &      013 / EAN: 1000647000
Retail Beverage Alcohol Dealers Permit: N/A	Website address: www.hurricanerestaurant.com

1. New license or renewal of existing license?       New      Expected Start date: \_\_\_\_\_  
     Renewal      Expiration Date: 03/10/2022

2. The dollar amount of gross income for the licensure period that will end on the expiration date above:  
 Food:      \$ 2,045,489.74      Beer, Wine or Spirits: \$ 949,483.72      Guest Rooms: \$ 0.00

3. Please indicate the type of alcoholic beverage to be sold: (check all that apply)

Malt Liquor (beer)       Wine       Spirits



TOWN OF KENNEBUNKPORT, MAINE

- INCORPORATED 1653 -

APPLICATION  
SPECIAL AMUSEMENT PERMIT FOR  
DANCING AND ENTERTAINMENT

Name of Applicant Taylor Benenti

Residence Address 39 LASSALL ST Portland, ME 04102

Home Telephone Number 207 286-7127

Name of Business Taylor Made Hospitality (DBA) Hurricane Restaurant

Business Address 29 DOCK SQUARE, Kennebunkport ME 04046

Type of Business Restaurant / Bar

Business Telephone Number 207 967-9111

Nature of Special Amusement music / dancing

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

Yes \_\_\_\_\_ No

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

1. Permit Fee: \$ 100.00 (payable to the Town of Kennebunkport)
2. By making application for this permit and signing this application form, I acknowledge that I am familiar with the rules and regulations governing this permit.

Susan McCarl  
Signature of Applicant  
Printed name: Susan McCarl

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# AGENDA ITEM DIVIDER

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STATE OF MAINE  
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES  
BUREAU OF ALCOHOLIC BEVERAGES AND LOTTERY OPERATIONS  
DIVISION OF LIQUOR LICENSING AND ENFORCEMENT

### Application for an On-Premises License

*All Questions Must Be Answered Completely. Please print legibly.*

Division Use Only	
License No:	
Class:	By:
Deposit Date:	
Amt. Deposited:	
Payment Type:	
OK with SOS: Yes <input type="checkbox"/> No <input type="checkbox"/>	

#### Section I: Licensee/Applicant(s) Information; Type of License and Status

Legal Business Entity Applicant Name (corporation, LLC): W & A Inc.	Business Name (D/B/A): Cape Pier Chowder House
Individual or Sole Proprietor Applicant Name(s): Wanda L Daggett	Physical Location: 79 Pier Road
Individual or Sole Proprietor Applicant Name(s): Allen A Daggett	Mailing address, if different: PO Box 7217, Cape Porpoise, ME 04014
Mailing address, if different from DBA address:	Email Address: orders@capeporpoiselobster.com
Telephone #      Fax #: 207-967-0900      207-967-3511	Business Telephone #      Fax #: 207-967-0123
Federal Tax Identification Number: 82-4091988	Maine Seller Certificate # or Sales Tax #: 1189302
Retail Beverage Alcohol Dealers Permit: RES-2018-10110	Website address:

1. New license or renewal of existing license?       New      Expected Start date: 04/15/2022
- Renewal      Expiration Date: 03/19/2022

2. The dollar amount of gross income for the licensure period that will end on the expiration date above:

Food:      \$ 852,568.08      Beer, Wine or Spirits: \$ 101,122.53      Guest Rooms: \$ 0.00

3. Please indicate the type of alcoholic beverage to be sold: (check all that apply)

Malt Liquor (beer)       Wine       Spirits

4. Indicate the type of license applying for: (choose only one)

- |  |  |   |
|--|--|---|
| <input checked="" type="checkbox"/> Restaurant<br>(Class I, II, III, IV)   | <input type="checkbox"/> Class A Restaurant/Lounge<br>(Class XI)         | <input type="checkbox"/> Class A Lounge<br>(Class X)  |
| <input type="checkbox"/> Hotel<br>(Class I, II, III, IV)   | <input type="checkbox"/> Hotel – Food Optional<br>(Class I-A)            | <input type="checkbox"/> Bed & Breakfast<br>(Class V) |
| <input type="checkbox"/> Golf Course (included optional licenses, please check if apply)<br>(Class I, II, III, IV) | <input type="checkbox"/> Auxiliary                                       | <input type="checkbox"/> Mobile Cart                  |
| <input type="checkbox"/> Tavern<br>(Class IV)  | <input type="checkbox"/> Other: _____                                    |   |
| <input type="checkbox"/> Qualified Caterer   | <input type="checkbox"/> Self-Sponsored Events (Qualified Caterers Only) |   |

*Refer to Section V for the License Fee Schedule on page 9*

5. Business records are located at the following address:

70 R Mills Rd., Kennebunkport, ME 04046

6. Is the licensee/applicant(s) citizens of the United States?  Yes  No
7. Is the licensee/applicant(s) a resident of the State of Maine?  Yes  No

**NOTE: Applicants that are not citizens of the United States are required to file for the license as a business entity.**

8. Is licensee/applicant(s) a business entity like a corporation or limited liability company?

Yes  No If Yes, complete Section VII at the end of this application

9. For a licensee/applicant who is a business entity as noted in Section I, does any officer, director, member, manager, shareholder or partner have in any way an interest, directly or indirectly, in their capacity in any other business entity which is a holder of a wholesaler license granted by the State of Maine?

Yes  No

Not applicable – licensee/applicant(s) is a sole proprietor

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# AGENDA ITEM DIVIDER

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TOWN OF KENNEBUNKPORT, MAINE

– INCORPORATED 1653 –

**Proclamation Recognizing the 75<sup>th</sup> Anniversary of  
The Kennebunkport Public Health Nurse**

*Whereas*, the Town of Kennebunkport created the Town Public Health Nurse position on May 1, 1947; and

*Whereas*, functions of the Public Health Nurse (in 1947) included visiting expectant mothers, checking vital signs; monthly visits to infants during the first year; visiting children with health problems; holding monthly child health conferences; immunizing children; providing well child clinics; testing people for tuberculosis; formation of community loan closet; and

*Whereas*, functions of the Public Health Nurse in 2021 included visiting patients of all ages in their homes, with a focus on senior citizens; establishment of a welcome baby program full of resources for new parents; continuation of the loan closet; availability of office hours at the Public Health Department; medication disposal; sharps disposal; establishment of senior enrichment activities for the community; monthly blood drives coordinated with the Red Cross; participation in the tri-town community for disaster preparedness; water quality monitoring at Goose Rocks Beach and Colony Beach in conjunction with Maine Healthy Beaches; certified foot care nurse, including monthly food care clinics; COVID testing and education for the community, RSU #21 staff and students, Town staff and local businesses; establishment and oversight of a Town employee wellness program; administration of General Assistance/welfare; and

*Whereas*, The Public Health Office provides families in need connection to the Secret Santa Program; Backpack Program each fall; food pantry; holiday meals; community coat, hat and mitten drives; and fuel, food and special needs assistance; and

*Whereas*, there have been 17 dedicated nurses serving the Town of Kennebunkport over the past 75 years. These nurses have touched many lives, including residents, town and school staff and local businesses.

**NOW THEREFORE, WE**, the Selectmen of the Town of Kennebunkport, do hereby recognize the nurses of the Public Health Office as vital resources to the community of Kennebunkport.

Dated this 27<sup>th</sup> day of January 2022 by the Kennebunkport Board of Selectmen.

\_\_\_\_\_  
Allen A. Daggett

\_\_\_\_\_  
Sheila Mathews-Bull

\_\_\_\_\_  
Patrick A. Briggs

\_\_\_\_\_  
Edward Hutchins

\_\_\_\_\_  
D. Michael Weston

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# AGENDA ITEM DIVIDER

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Certified Public Accountants and Business Consultants

November 30, 2021

To the Board of Selectmen  
Town of Kennebunkport, Maine

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Town of Kennebunkport, Maine for the year ended June 30, 2021. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards and *Government Auditing Standards*, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our meeting with the Chair of the Board of Selectmen on May 14, 2021. Professional standards also require that we communicate to you the following information related to our audit.

Our Responsibilities under U.S. Generally Accepted Auditing Standards and *Government Auditing Standards*

As stated in our engagement letter dated May 10, 2021, our responsibility, as described by professional standards, is to express opinions about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your responsibilities.

As part of our audit, we considered the internal control of the Town of Kennebunkport, Maine. Such considerations are solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we performed tests of the Town of Kennebunkport, Maine's compliance with certain provisions of laws, regulations, contracts, and grants. However, providing an opinion on compliance with those provisions was not an objective of our audit.

Significant Audit Matters

*Qualitative Aspects of Accounting Practices*

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the Town of Kennebunkport, Maine are described in the notes to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during 2021. We noted no transactions entered into by the Town of Kennebunkport, Maine during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the financial statements were:

Management's estimate of the depreciation expense, which is based on the estimated useful lives of the assets; and management's estimate of the net pension and total OPEB liabilities, which are based on actuarial reports. We evaluated the key factors and assumptions used to develop these estimates in determining that they are reasonable in relation to the financial statements taken as a whole.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The financial statement disclosures are neutral, consistent, and clear.

*Difficulties Encountered in Performing the Audit*

We encountered no significant difficulties in dealing with management in performing and completing our audit.

*Corrected and Uncorrected Misstatements*

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements, some of which were considered material to the audit (see attached Adjusting Journal Entries).

*Disagreements with Management*

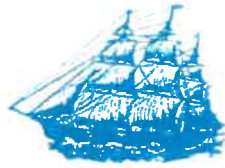
For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

*Management Representations*

We have requested certain representations from management that are included in the management representation letter dated November 30, 2021. See the attached copy of representation letter, which was signed by management.

*Management Consultations with Other Independent Accountants*

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the Town of Kennebunkport, Maine's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.



## TOWN OF KENNEBUNKPORT, MAINE

– INCORPORATED 1653 –

November 30, 2021

Runyon Kersteen Ouellette  
20 Long Creek Drive  
South Portland, ME 04106

This representation letter is provided in connection with your audit of the financial statements of the Town of Kennebunkport, Maine, which comprise the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information as of June 30, 2021, and the respective changes in financial position and, where applicable, cash flows for the year then ended, and the disclosures (collectively, the “financial statements”), for the purpose of expressing opinions as to whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement. An omission or misstatement that is monetarily small in amount could be considered material as a result of qualitative factors.

We confirm, to the best of our knowledge and belief, as of November 30, 2021, the following representations made to you during your audit.

### **Financial Statements**

- 1) We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated May 10, 2021, including our responsibility for the preparation and fair presentation of the financial statements in accordance with U.S. GAAP and for preparation of the supplementary information in accordance with the applicable criteria.
- 2) The financial statements referred to above are fairly presented in conformity with U.S. GAAP and include all properly classified funds and other financial information of the primary government and all component units required by generally accepted accounting principles to be included in the financial reporting entity.
- 3) We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
- 4) We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
- 5) Significant assumptions we used in making accounting estimates, including those measured at fair value, are reasonable.

6 Elm Street, P.O. Box 566, Kennebunkport, Maine 04046  
Tel: (207) 967-4243 Fax: (207) 967-8470

- 6) Related party relationships and transactions, including revenues, expenditures/expenses, loans, transfers, leasing arrangements, and guarantees, and amounts receivable from or payable to related parties have been appropriately accounted for and disclosed in accordance with U.S. GAAP.
- 7) Adjustments or disclosures have been made for all events, including instances of noncompliance, subsequent to the date of the financial statements that would require adjustment to or disclosure in the financial statements.
- 8) The effects of all known actual or possible litigation, claims, and assessments have been accounted for and disclosed in accordance with U.S. GAAP.
- 9) Guarantees, whether written or oral, under which the Town is contingently liable, if any, have been properly recorded or disclosed.

**Information Provided**

- 10) We have provided you with:
  - a) Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters and all audit or relevant monitoring reports, if any, received from funding sources.
  - b) Additional information that you have requested from us for the purpose of the audit.
  - c) Unrestricted access to persons within the Town from whom you determined it necessary to obtain audit evidence.
  - d) Minutes of the meetings of the Board of Selectmen or summaries of actions of recent meetings for which minutes have not yet been prepared.
- 11) All material transactions have been recorded in the accounting records and are reflected in the financial statements.
- 12) We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.
- 13) We have no knowledge of any fraud or suspected fraud that affects the Town and involves:
  - Management,
  - Employees who have significant roles in internal control, or
  - Others where the fraud could have a material effect on the financial statements.
- 14) We have no knowledge of any allegations of fraud or suspected fraud affecting the Town's financial statements communicated by employees, former employees, regulators, or others.
- 15) We have no knowledge of instances of noncompliance or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements, or waste or abuse, whose effects should be considered when preparing financial statements.


- 16) We have disclosed to you all known actual or possible litigation, claims, and assessments whose effects should be considered when preparing the financial statements.
- 17) We have disclosed to you the names of the Town's related parties and all the related party relationships and transactions, including side agreements.


**Government - specific**

- 18) There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices.
- 19) We have taken timely and appropriate steps to remedy fraud, noncompliance with provisions of laws, regulations, contracts, and grant agreements that you have reported to us.
- 20) We have a process to track the status of audit findings and recommendations.
- 21) We have identified to you any previous audits, attestation engagements, and other studies related to the audit objectives and whether related recommendations have been implemented.
- 22) We have provided our views on reported findings, conclusions, and recommendations, as well as our planned corrective actions, for the report.
- 23) The Town has no plans or intentions that may materially affect the carrying value or classification of assets, deferred outflows of resources, liabilities, deferred inflows of resources, and fund balance or net position.
- 24) We are responsible for compliance with the laws, regulations, and provisions of contracts and grant agreements applicable to us, including tax or debt limits and debt contracts; and legal and contractual provisions for reporting specific activities in separate funds.
- 25) We have appropriately disclosed all information for conduit debt obligations in accordance with GASBS No. 91.
- 26) We have identified and disclosed to you all instances that have occurred or are likely to have occurred, of fraud and noncompliance with provisions of laws, and regulations that we believe have a material effect on the financial statements or other financial data significant to the audit objectives, and any other instances that warrant the attention of those charged with governance.
- 27) We have identified and disclosed to you all instances that have occurred or are likely to have occurred, of noncompliance with provisions of contracts and grant agreements that we believe have a material effect on the determination of financial statement amounts or other financial data significant to the audit objectives.
- 28) There are no violations or possible violations of budget ordinances, laws and regulations (including those pertaining to adopting, approving, and amending budgets), provisions of contracts and grant agreements, tax or debt limits, and any related debt covenants whose effects should be considered for disclosure in the financial statements, or as a basis for recording a loss contingency, or for reporting on noncompliance.

- 29) As part of your audit, you assisted with preparation of the financial statements and disclosures. We acknowledge our responsibility as it relates to those nonaudit services, including that we assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services. We have reviewed, approved, and accepted responsibility for those financial statements and disclosures.
- 30) The Town has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged as collateral.
- 31) The Town has complied with all aspects of contractual agreements that would have a material effect on the financial statements in the event of noncompliance.
- 32) The financial statements include all component units, appropriately present majority equity interests in legally separate organizations and joint ventures with an equity interest, and properly disclose all other joint ventures and other related organizations.
- 33) The financial statements include all fiduciary activities required by GASBS No. 84.
- 34) The financial statements properly classify all funds and activities in accordance with GASBS No. 34, as amended, and GASBS No. 84.
- 35) All funds that meet the quantitative criteria in GASBS Nos. 34 and 37 for presentation as major are identified and presented as such and all other funds that are presented as major are particularly important to financial statement users.
- 36) Components of net position (net investment in capital assets; restricted; and unrestricted), and classifications of fund balance (nonspendable, restricted, committed, assigned, and unassigned) are properly classified and, if applicable, approved.
- 37) Investments, derivative instruments, and land and other real estate held by endowments are properly valued.
- 38) Provisions for uncollectible receivables have been properly identified and recorded.
- 39) Expenses have been appropriately classified in or allocated to functions and programs in the statement of activities, and allocations have been made on a reasonable basis.
- 40) Revenues are appropriately classified in the statement of activities within program revenues, general revenues, contributions to term or permanent endowments, or contributions to permanent fund principal.
- 41) Interfund, internal, and intra-entity activity and balances have been appropriately classified and reported.
- 42) Deposits and investment securities and derivative instruments are properly classified as to risk and are properly disclosed.
- 43) Capital assets, including infrastructure and intangible assets, are properly capitalized, reported, and, if applicable, depreciated or amortized.

- 44) We have appropriately disclosed the Town's policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position is available and have determined that net position is properly recognized under the policy.
- 45) We are following our established accounting policy regarding which resources (that is, restricted, committed, assigned, or unassigned) are considered to be spent first for expenditures for which more than one resource classification is available. That policy determines the fund balance classifications for financial reporting purposes.
- 46) We acknowledge our responsibility for the required supplementary information (RSI). The RSI is measured and presented within prescribed guidelines and the methods of measurement and presentation have not changed from those used in the prior period. We have disclosed to you any significant assumptions and interpretations underlying the measurement and presentation of the RSI.
- 47) With respect to combining and individual fund financial statements:
- a) We acknowledge our responsibility for presenting the combining and individual fund financial statements in accordance with accounting principles generally accepted in the United States of America, and we believe the combining and individual fund financial statements, including its form and content, is fairly presented in accordance with accounting principles generally accepted in the United States of America. The methods of measurement and presentation of the combining and individual fund financial statements have not changed from those used in the prior period, and we have disclosed to you any significant assumptions or interpretations underlying the measurement and presentation of the supplementary information.
  - b) If the combining and individual fund financial statements are not presented with the audited financial statements, we will make the audited financial statements readily available to the intended users of the supplementary information no later than the date we issue the supplementary information and the auditor's report thereon.

  
Signed  
Laurie Smith  
Town Manager

  
Signed  
Denise Brown  
Treasurer



# TOWN OF KENNEBUNKPORT, MAINE



## **Annual Comprehensive Financial Report**

*For Fiscal Year Ending  
June 30, 2021*



**TOWN OF KENNEBUNKPORT, MAINE**  
**Annual Comprehensive Financial Report**  
**For the Fiscal Year Ended**  
**June 30, 2021**

**Prepared by:**  
**The Administration and Finance Department**

**TOWN OF KENNEBUNKPORT, MAINE**  
**Annual Comprehensive Financial Report**  
**For the Year Ended June 30, 2021**

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**TOWN OF KENNEBUNKPORT, MAINE**  
**Annual Comprehensive Financial Report**  
**For the Year Ended June 30, 2021**

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## ***INTRODUCTORY SECTION***

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# TOWN OF KENNEBUNKPORT, MAINE

– INCORPORATED 1653 –

MAINE'S FINEST RESORT

November 30, 2021

To the Board of Selectmen and Citizens of the Town of Kennebunkport:

State of Maine statutes require that every general purpose local government issue annually a financial report audited in accordance with auditing standards generally accepted in the United States of America. This report is published to fulfill that requirement for the fiscal year ended June 30, 2021.

Management assumes full responsibility for the completeness and reliability of the information contained in this report, based upon a comprehensive framework of internal controls that it has established for this purpose. Because the cost of internal control should not exceed anticipated benefits, the objective is to provide reasonable, rather than absolute, assurance that the financial statements are free of any material misstatements.

Runyon Kersteen Ouellette, Certified Public Accountants, have issued an unmodified (“clean”) opinion on the Town of Kennebunkport’s financial statements for the year ended June 30, 2021. The independent auditor’s report is located at the front of the financial section of this report.

Management’s discussion and analysis (MD&A) immediately follows the independent auditor’s report and provides a narrative introduction, overview, and analysis of the basic financial statements. MD&A complements this letter of transmittal and should be read in conjunction with it.

## ***Profile of the government***

The Town was incorporated in 1653 as Cape Porpus, reincorporated in 1717 as Arundel and then changed its name February 19, 1821, to its current name – Town of Kennebunkport. The Town is located in the southeastern part of the state and is located 25 miles south of Portland. It currently occupies 22.0 square miles and has a year-round population of 3,548. The Town of Kennebunkport continues to be a key area within the State for summer tourism. The Town of Kennebunkport is empowered to levy a property tax on real and personal property located within its boundaries.

The Town of Kennebunkport operates under the Town Manager – Board of Selectmen form of government. Policy-making and legislative authority are vested in the governing board consisting of the chairperson and four other members, all of whom are elected at large. Board members serve three years each, with staggering terms. The Board of Selectmen appoints the Town Manager. The Town Manager is responsible for carrying out the policies and ordinances of the Board of Selectmen, for overseeing the day-to-day operations of the Town, and for appointing the heads of the Town’s departments, some with Board of Selectmen confirmation.

The Town of Kennebunkport provides a full range of services, including police and fire protection, solid waste collection, the construction and maintenance of roads, health and welfare, recreation, general administration, sewer treatment plant, piers, and parking lot.

The Town is required to adopt an annual budget for the fiscal year beginning on July 1. This annual budget serves as the foundation for the Town of Kennebunkport's financial planning and control. Budgets are prepared by fund, function, and department. Department heads present their proposed budgets to the Town Manager and Treasurer in January. The Board of Selectmen and Budget Board review the proposed budgets in March and April and make recommendation for the annual Town Meeting in June. Registered voters of the Town adopt the annual budget in June.

***Local Economy***

The Town of Kennebunkport is a residential coastal town, whose local economy is somewhat seasonal, and tourism based, peaking in the summer. The local economy also includes an active fishing industry and agriculture.

Unemployment had been relatively stable until the effect of the last recession was felt in 2010 and the effects from the COVID 19 pandemic. During the last decade, the unemployment rate has seen a low of 2.4% in 2018 and 2019 and a high of 9.5% in April 2020. York County's unemployment rate as of June 2021 was 4.9% compared to 6.1% nationally.

Median household incomes within the Town of Kennebunkport, York County are \$82,597, which is higher than the state as a whole. According to the 2021 Maine Home Town Locator, the median family income for the County was \$66,064 while the State was \$58,006. The Town's population was 3,548 as of 2019 census American community survey. The median price of a single-family home in the Town of Kennebunkport is \$475,092.

***Long-term financial planning and major initiatives***

The Town has contracted with H.M. Payson to manage its trust accounts and maximize the return on investment.

As part of its Comprehensive Plan, the Town envisions preserving Kennebunkport as a residential town, with a significant seasonal population, an active fishing industry, and a strong tourism economy. To achieve this, it is proposed to establish standards for new commercial growth and improve communications with the public. The Town will pursue policies that support measured commercial and residential growth. As the affordability of housing is stifling the available year-round population, the Town is establishing a housing trust to undertake affordable housing projects. The Town recently passed a short-term rental ordinance that requires properties to become licensed to undertake rentals under 30 days. The desire is to limit the impact of short-term rentals on neighborhoods as well as the year-round housing market.

The Town also wishes to preserve the distinct character of Kennebunkport and its districts. This would be accomplished by maintaining neighborhoods, water dependent activities, preserve Goose Rocks Beach for public use, provide seasonal toilet facilities for the public, preserve waterfront views, protect the conservation property in Town including the lighthouse, and managing the spirit and atmosphere of community.

Managing and supporting the Town's largest economic factor by developing parking and traffic policies and ensuring the safety and enjoyment of residents and visitors.

The Town will support the fishing industry by continuing to support Government Wharf and the Cape Porpoise Pier. In fiscal year 2021, the Town's plans for capital investments in the Cape Porpoise Pier were continued.

The Board of Selectmen have adopted a five-year capital plan to maintain and invest wisely in equipment and infrastructure while stabilizing the impact on the tax rate. In 2021, the Town finished the Ocean Ave- Seawall reconstruction project, as well as began planning for capital investment in the wastewater treatment plant and collection system.

The Town has continued to provide pedestrian and bicycle expansion on our roads while maintaining our winding tree lined roads.

The Board of Selectmen have adopted a fund balance policy to ensure a stable financial foundation while also reserving excess funds for future capital needs.

Currently, the Town is part of Regional School Unit (RSU) #21, which is comprised of the Towns of Kennebunkport, Kennebunk, and Arundel.

***Acknowledgements***

The Government Finance Officers Association (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the Town of Kennebunkport for its annual comprehensive financial report for the year ended June 30, 2020. The certificate recognizes that Kennebunkport published an easily readable and efficiently organized comprehensive annual financial report that satisfied both generally accepted accounting principles and applicable legal requirements. A Certificate of Achievement is valid for a period of one year. We believe this year’s comprehensive annual financial report continues to meet the Certificate of Achievement Program's requirements and we are submitting it to the Government Finance Officers Association to determine its eligibility for a certificate.

We wish to thank all government departments for their assistance in providing the data necessary to prepare this report.

Respectfully submitted,

**Laurie A. Smith**

Laurie A. Smith, Town Manager

**Jennifer L. Lord**

Jennifer L. Lord, Treasurer



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Government Finance Officers Association

**Certificate of  
Achievement  
for Excellence  
in Financial  
Reporting**

Presented to

**Town of Kennebunkport  
Maine**

For its Comprehensive Annual  
Financial Report  
For the Fiscal Year Ended

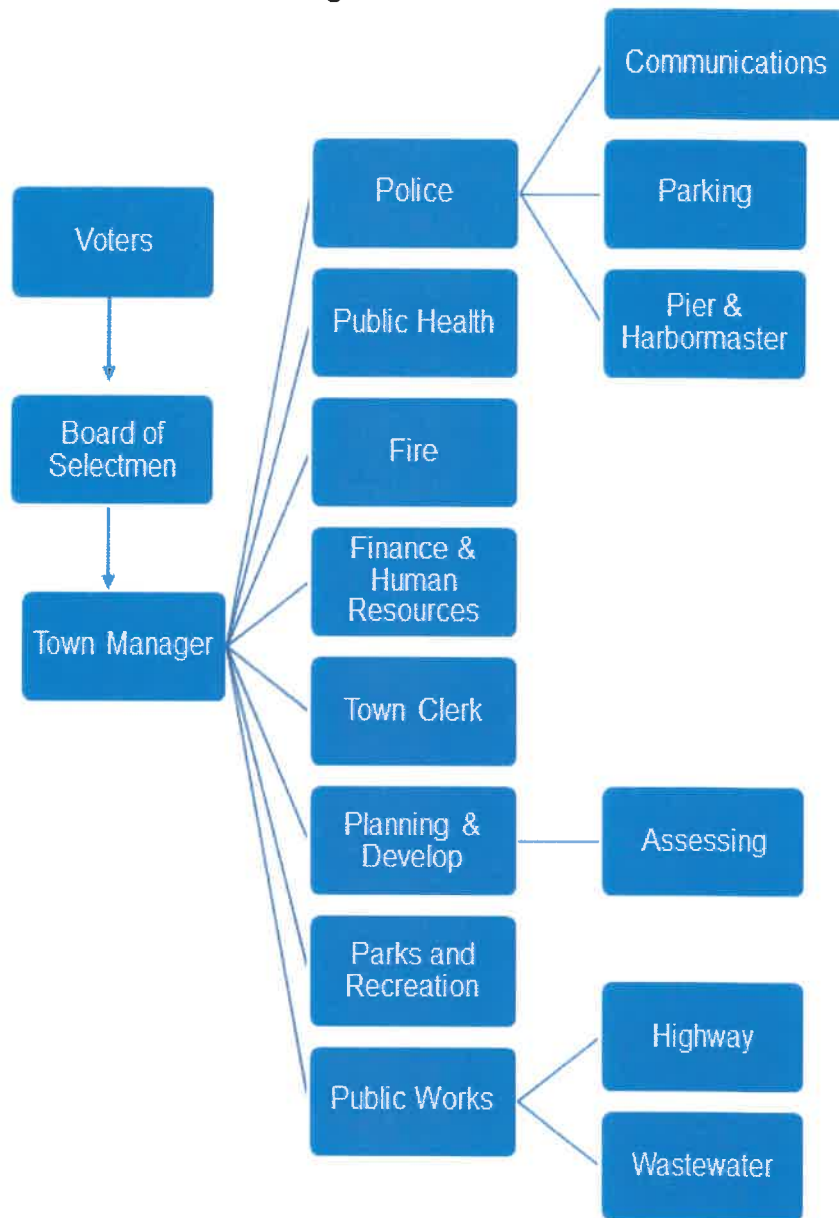
June 30, 2020

*Christopher P. Morill*

Executive Director/CEO

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**TOWN OF KENNEBUNKPORT  
Organizational Chart**



**TOWN OF KENNEBUNKPORT, MAINE**  
**List of Elected and Appointed Officials**  
**June 30, 2021**

---

Elected Officials

Board of Selectmen



From left to right – Vice-Chairman Sheila W. Matthews-Bull, Edward W. Hutchins II,  
Chairman Allen Daggett, Patrick A Briggs, and D. Michael Weston

Appointed Officials

Town Manager

Town Clerk

Treasurer

Fire Chief

Police Chief

Public Works Director

Town Nurse & General Assistance Director

Recreation Director

Director of Planning & Development

Cape Porpoise Pier Manager

Laurie A. Smith

Tracey L. O’Roak/Jamie L. Mitchell

Jennifer L. Lord

John C. Everett

Craig A. Sanford

Michael W. Claus

Alison Z. Kenneway

Carol G. Cook/Interim Jonah

Reagle/Stephanie Simpson

Werner D. Gilliam

Christopher H. Mayo

## ***FINANCIAL SECTION***

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## Independent Auditor's Report

Board of Selectmen  
Town of Kennebunkport, Maine

### **Report on the Financial Statements**

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Town of Kennebunkport, Maine, as of and for the year ended June 30, 2021, and the related notes to the financial statements, which collectively comprise the Town's basic financial statements as listed in the table of contents.

### ***Management's Responsibility for the Financial Statements***

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### ***Auditor's Responsibility***

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.



Town of Kennebunkport, Maine  
Board of Selectmen

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

### ***Opinions***

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Town of Kennebunkport, Maine, as of June 30, 2021, and the respective changes in financial position, and, where applicable, cash flows thereof and the budgetary comparison for the General Fund, for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### ***Other Matters***

#### *Required Supplementary Information*

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, and the schedules pertaining to the net pension and total OPEB liabilities, as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

#### *Other Information*

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Town of Kennebunkport, Maine's basic financial statements. The introductory section, combining and individual fund financial statements, and statistical section, are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The combining and individual fund financial statements are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual fund financial statements are fairly stated in all material respects in relation to the basic financial statements as a whole.

Town of Kennebunkport, Maine  
Board of Selectmen

The introductory and statistical sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

**Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated November 30, 2021, on our consideration of the Town of Kennebunkport, Maine's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Town of Kennebunkport, Maine's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Town of Kennebunkport, Maine's internal control over financial reporting and compliance.



November 30, 2021  
South Portland, Maine

**TOWN OF KENNEBUNKPORT, MAINE**  
**Management's Discussion and Analysis**  
**June 30, 2021**

---

As management of the Town of Kennebunkport, we offer readers of the Town's financial statements this narrative overview and analysis of the financial activities of the Town for the fiscal year ended June 30, 2021. We encourage readers to consider the information presented in conjunction with additional information that we have furnished in the basic financial statements and the accompanying notes to those financial statements.

### **Financial Highlights**

- The Town experienced an increase in overall financial position in fiscal year 2021.
- The Town's total net position increased by \$2,093,092 to \$33,611,151 (Statement 2).
- Net capital assets increased by \$62,610 (pages 40 and 41).
- General revenues accounted for \$21,032,698 in revenue, or 85.35% of all revenues. Program specific revenues consisting of charges for services and grants and contributions accounted for \$3,611,058 in revenue, or 14.65% of \$24,643,756 in total revenues (statement 2).
- At the end of the current fiscal year, the fund balance for the general fund was \$6,139,397 of which \$7,610 was nonspendable, \$737,613 was committed, \$225,000 was assigned, and \$5,169,174 was unassigned. (See notes to the financial statements and Statement 3)

### **Overview of the Financial Statements**

Below is a brief discussion of the basic financial statements, including the relationships of the statements to each other and the significant differences in the information they provide. The Town's basic financial statements are comprised of three components:

1. Government-wide financial statements,
2. Fund financial statements, and
3. Notes to the financial statements

This report also contains supplementary information in addition to the basic financial statements themselves.

### **Government-wide Financial Statements**

The government-wide financial statements include two main basic financial statements in accordance with Statement No. 34 of the Governmental Accounting Standards Board (GASB). The first is the *Statement of Net Position*, and the second is the *Statement of Activities*. These two statements are designed to provide readers with a broad overview of the Town's finances in a manner similar to a private-sector business. Both report information about the Town as a whole and about its activities during the fiscal year using the accrual basis of accounting used by most private-sector companies.

- **Governmental Activities** - Most of the Town's basic services are reported here, including public safety, public works, health and welfare, recreation and culture, and general government. Property taxes and excise taxes finance most of these activities.
- **Business-type Activities** - The Town charges a fee to customers to help it cover all or most of the cost of certain services it provides. The Town's Sewer Department, the Cape Porpoise Pier, Dock Square Parking Lot, and the Government Wharf are reported here.

**TOWN OF KENNEBUNKPORT, MAINE**  
**Management's Discussion and Analysis, Continued**

---

The *Statement of Net Position* presents information on all of the Town's assets, deferred outflows of resources, liabilities, and deferred inflows of resources with the difference between these items reported as net position. Infrastructure (roads, bridges, etc.) are Town assets if constructed and owned by the Town or maintained by the Town. The increase or decrease in net position may serve as a useful indicator of whether the financial position of the Town is improving or deteriorating. Other factors also need to be considered as well, such as changes in the Town's property tax base and the condition of the Town's infrastructure.

The *Statement of Activities* presents information showing how the Town's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. This statement shows the net cost of departmental services (i.e., the cost of departmental services less the revenues generated by those departments), that are funded by tax revenues, State aid, and other unrestricted revenues.

**Fund Financial Statements**

A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The Town, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. Within the basic financial statements, fund financial statements focus on the Town's funds, rather than the Town as a whole.

***Governmental funds*** - *Governmental funds* are used to account for essentially the same functions reported as *governmental activities* in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *near-term inflows and outflows of spendable resources*, as well as *balances of spendable resources* available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the Town's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statements of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities*. The General Fund is the Town's only major fund within the governmental funds.

Since the Government-wide focus includes the long-term view and the Fund focus presents a shorter-term (yearly budget) view, we are required by GASB Statement No. 34 to present reconciliations between the two following each Governmental Fund financial statement.

**Notes to the financial statements** - The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

**TOWN OF KENNEBUNKPORT, MAINE**  
**Management's Discussion and Analysis, Continued**

**Financial Analysis of the Town as a Whole**

The Statement of Net Position provides the perspective of the Town as a whole.

The Town's net position at fiscal year end is \$33,611,151. This includes current assets (primarily cash, investments, and taxes receivable), the cost (less accumulated depreciation) of all buildings, equipment and land owned by the Town (valued at historical cost, or an estimate thereof), less current liabilities and long-term debt. Changes in net position from year-to-year may be observed to analyze changing financial positions of the Town as a whole. The following table is presented in thousands (Statement 1).

	<b>Governmental Activities</b>		<b>Business-type Activities</b>		<b>Primary Government Total</b>	
	2021	2020	2021	2020	2021	2020
Current assets	\$ 11,404	9,764	2,911	2,492	14,315	12,256
Capital assets:						
Land	12,738	12,738	950	950	13,688	13,688
Construction in progress	1,756	1,531	803	477	2,559	2,008
Buildings and improvements	4,489	4,489	7,958	7,958	12,447	12,447
Land improvements	288	288	30	30	318	318
Furniture & fixtures	20	20	-	-	20	20
Equipment & vehicles	4,921	5,111	2,727	2,727	7,648	7,838
Infrastructure	11,118	10,708	8,181	8,091	19,299	18,799
Less: accumulated depreciation	(8,184)	(7,846)	(12,113)	(11,653)	(20,297)	(19,499)
<b>Total assets</b>	<b>38,550</b>	<b>36,803</b>	<b>11,447</b>	<b>11,072</b>	<b>49,997</b>	<b>47,875</b>
Deferred outflows of resources						
related to pensions	512	568	64	62	576	630
related to OPEB	118	100	-	-	118	100
<b>Total deferred outflows of resources</b>	<b>630</b>	<b>668</b>	<b>64</b>	<b>62</b>	<b>694</b>	<b>730</b>
Current liabilities	723	1,219	63	1,695	786	2,914
Long-term liabilities	13,851	13,418	2,442	346	16,293	13,764
<b>Total liabilities</b>	<b>14,574</b>	<b>14,637</b>	<b>2,505</b>	<b>2,041</b>	<b>17,079</b>	<b>16,678</b>
Deferred inflows of resources						
related to pensions	-	366	-	44	-	410
related to OPEB	-	-	-	-	-	-
<b>Total deferred inflows of resources</b>	<b>-</b>	<b>366</b>	<b>-</b>	<b>44</b>	<b>-</b>	<b>410</b>
Net investment in capital assets	15,998	15,264	6,826	6,793	22,824	22,057
Restricted	1,846	1,465	-	-	1,846	1,465
Unrestricted	6,762	5,739	2,180	2,256	8,942	7,995
<b>Total net position</b>	<b>\$ 24,606</b>	<b>22,468</b>	<b>9,006</b>	<b>9,049</b>	<b>33,612</b>	<b>31,517</b>

The largest portion of the Town's net position reflects investments in capital assets (i.e., buildings, vehicles, and land); less any related debt used to acquire those assets that is still outstanding. Currently, the Town owes debt related to the police station addition, parks and recreation building, sewer upgrades, land purchase, and seawall upgrades. The Town uses these capital assets to provide services to its citizens; consequently, those assets are not available for future spending. The resources needed to repay this debt must be provided from other sources, primarily tax dollars, since the capital assets themselves cannot be used to liquidate these liabilities. Unrestricted net position may be used to meet the Town's ongoing obligations to its creditors.

**TOWN OF KENNEBUNKPORT, MAINE**  
**Management's Discussion and Analysis, Continued**

The statement of activities presents information showing how the Town's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in the statement for some items that will only result in cash flows in future periods such as uncollected taxes and earned but unused compensated absences. The following summarizes the changes in net position in thousands (Statement 2). Details on the overall general fund operational results can be found following the expenditure and revenue tables on pages 18 and 19. The business-type activities details can be found starting on page 29.

	Governmental Activities		Business-type Activities		Primary Government Total	
	2021	2020	2021	2020	2021	2020
<b>Revenues:</b>						
Program revenues:						
Charges for services	\$ 1,198	\$ 875	1,997	1,867	3,195	2,742
Operating grants & cont.	395	301	-	-	395	301
Capital grants	-	265	22	-	22	265
General revenues:						
Property taxes	19,052	18,789	-	-	19,052	18,789
Excise taxes	1,170	1,098	-	-	1,170	1,098
Grants & cont.	289	211	-	-	289	211
Unrestricted investment earnings	484	264	10	-	494	264
Miscellaneous	29	10	-	24	29	34
<b>Total revenues</b>	<b>22,617</b>	<b>21,813</b>	<b>2,029</b>	<b>1,891</b>	<b>24,646</b>	<b>23,704</b>
<b>Expenses:</b>						
Program expenses:						
General government	2,090	2,147	-	-	2,090	2,147
Public safety	2,911	3,026	-	-	2,911	3,026
Public works	1,452	1,474	-	-	1,452	1,474
Health and welfare	655	668	-	-	655	668
Recreation and culture	570	653	-	-	570	653
Education	11,448	11,249	-	-	11,448	11,249
County tax	1,151	1,143	-	-	1,151	1,143
Interest on debt service	296	320	-	-	296	320
Capital improvements	65	23	-	-	65	23
Sewer	-	-	1,515	1,410	1,515	1,410
Cape Porpoise Pier	-	-	314	364	314	364
Dock Square Parking Lot	-	-	76	86	76	86
Government Wharf	-	-	8	8	8	8
<b>Total expenses</b>	<b>20,638</b>	<b>20,703</b>	<b>1,913</b>	<b>1,868</b>	<b>22,551</b>	<b>22,571</b>
Increase (decrease) in net position	1,979	1,110	116	23	2,095	1,133
Transfers in (out)	159	249	(159)	(249)	-	-
<b>Net position, beg. of year</b>	<b>22,468</b>	<b>21,109</b>	<b>9,049</b>	<b>9,275</b>	<b>31,517</b>	<b>30,384</b>
<b>Net position, end of year</b>	<b>\$ 24,606</b>	<b>22,468</b>	<b>9,006</b>	<b>9,049</b>	<b>33,612</b>	<b>31,517</b>

**TOWN OF KENNEBUNKPORT, MAINE**  
**Management's Discussion and Analysis, Continued**

The table below presents the total cost, for fiscal years 2021 and 2020, of each of the Town's largest programs: general government, public safety, public works, education, and county tax, as well as each program's net cost (total cost less revenues generated by the activities). The net cost shows the financial burden that was placed on the Town's taxpayers by each of these functions (Statement 2).

**Governmental Activities**  
(in thousands)

	2021				2020			
	Total		Net		Total		Net	
General govt.	\$ 2,090	10.1%	1,451	7.6%	2,147	10.4%	1,686	8.8%
Public safety	2,910	14.1%	2,637	13.8%	3,026	14.6%	2,735	14.2%
Public works	1,452	7.0%	1,390	7.3%	1,474	7.1%	1,166	6.1%
Education	11,448	55.5%	11,448	60.1%	11,249	54.3%	11,249	58.4%
County tax	1,151	5.6%	1,151	6.0%	1,143	5.5%	1,143	5.9%
<b>Totals</b>	<b>\$ 19,051</b>	<b>92.3%</b>	<b>18,077</b>	<b>94.9%</b>	<b>19,039</b>	<b>91.9%</b>	<b>17,979</b>	<b>93.3%</b>

**The Town's Funds**

The Town has one major fund – the General Fund. Detailed information regarding this fund can be found on pages 25 and 26 of these financial statements. Less funding has been assigned for use of fund balance and therefore unassigned increased. The changes in the fund balance of these funds are as follows (Statement 3):

Major Fund	Balance	Balance	\$ Change	% Change
	June 30, 2021	June 30, 2020		
General Fund	\$ 6,139,397	\$ 5,191,297	948,100	18.26%

Expenditures

The table below shows the Town's original and adjusted budgets for various departments and functions for the year ended June 30, 2021. The table also shows actual expenditures for each department and function as well as the variance between the adjusted budget and the actual expenditures for each category. The Town considers a variance to be significant if it exceeds \$20,000 and 10% of its adjusted budget (Statement 6).

General Fund Department/Function Expenditures	Original Budget	Adjusted Budget	Expenditures	Variance	
				Amount	%
General Government	\$ 2,061,680	2,116,958	1,901,836	215,122	10.16%
Public Safety	2,956,727	2,975,067	2,707,668	267,399	8.99%
Public Works	1,217,949	1,252,337	1,114,851	137,486	10.98%
Health and Welfare	736,753	748,911	654,210	94,701	12.65%
Recreation and Culture	521,114	528,814	470,602	58,212	11.01%
County Tax	1,150,725	1,150,725	1,150,725	-	0.00%
Education	11,447,719	11,447,719	11,447,719	-	0.00%
Debt Service	941,939	941,939	941,464	475	0.05%
Capital Improvements and Reserves	-	509,044	41,309	467,735	91.88%
<b>Total expenditures</b>	<b>\$ 21,034,606</b>	<b>21,671,514</b>	<b>20,430,384</b>	<b>1,241,130</b>	<b>5.73%</b>

**TOWN OF KENNEBUNKPORT, MAINE**  
**Management's Discussion and Analysis, Continued**

All of the Department/Function expenditures of the Town came in at or under budget. Capital improvements and reserves include several completed projects that had funds carried forward as assigned fund balances.

Revenues

The table below shows the Town's final budget and actual revenues from various resources for the year ended June 30, 2021. The table also shows the variance between these figures for each category. The Town considers a variance to be significant if it exceeds \$20,000 and 10% of the final budget (Exhibit A-2).

<b>General Fund Revenues</b>	<b>Final Budget</b>	<b>Actual Revenues</b>	<b>Variance</b>	
			<b>Amount</b>	<b>%</b>
Property taxes	\$ 19,004,109	19,058,567	54,458	0.29%
Excise taxes	962,600	1,169,421	206,821	21.49%
Interest on taxes	35,000	43,433	8,433	24.09%
Licenses, permits, and fees	284,350	585,742	301,392	105.99%
Charges for services	174,400	336,310	161,910	92.84%
Intergovernmental revenue	484,088	653,163	169,075	34.93%
Investment income	30,000	70,344	40,344	134.48%
Other revenues	22,500	54,340	31,840	141.51%
<b>Total revenues</b>	<b>\$ 20,997,047</b>	<b>21,971,320</b>	<b>974,273</b>	<b>4.64%</b>

Property taxes are shown as adjusted for the deferred tax revenue activity.

Excise taxes are difficult to budget as actual collections depend upon a variety of factors unknown at the time the budget is prepared, particularly economic conditions six to eighteen months after budget preparation. The actual amount exceeded expectations.

Licenses, permits, and fees came in over budget due to the high volume of building permits issued during the fiscal year.

Charges for services were over budget primarily due to parking violations fees and Goose Rocks Beach parking permits coming in higher than anticipated.

Intergovernmental revenues were over budget due to receiving FEMA and COVID grants in fiscal year 2021. The Town also received higher than expected State Revenue Sharing.

Investment income came in higher than expected due to higher interest rates on negotiated accounts.

Other revenues came in higher due to the generous general assistance donations.



**TOWN OF KENNEBUNKPORT, MAINE**  
**Management's Discussion and Analysis, Continued**

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**Capital Assets**

As of June 30, 2021, the Town had \$35,682,515 invested in capital assets, net of accumulated depreciation, consisting of land, buildings, and equipment. (As previously noted, the Town is not required under GASB 34 to report infrastructure built or otherwise acquired prior to July 1, 2003). This amount represents a net increase (including additions, deletions, and less this year's depreciation) of approximately \$62,610, or 0.2% over last year. For additional information, see the Capital Assets section in the notes, pages 40 and 41.

This year's major additions/deletions included:

- Ongoing sewer upgrades
- Pier upgrades
- Road repairs, extension, and construction
- New vehicles for the police department
- Continued improvements to the pier and sewer system

All of the above were paid for with General Fund resources, except that the equipment was paid for with corresponding account fees and using existing net position. The sewer upgrades were bonded.

The Town's fiscal year 2022 budget, as approved at the annual Town Meeting held on June 8<sup>th</sup> and June 12<sup>th</sup>, includes approximately \$1,398,800 for various capital improvements, including a new Public Works vehicle, one hybrid police vehicle, road and sidewalk improvement/construction, and fire apparatus reserve, communications reserve, funding for the Climate Change Master Plan and Cape Porpoise Pier construction funding.

**Debt**

The Town of Kennebunkport had \$13,020,978 in bonds and notes outstanding at fiscal year-end, compared to \$11,652,663 last year (page 43). State law limits the Town's debt in the aggregate to 15% of its stated assessed valuation. The Town's outstanding debt at June 30, 2021 was within this statutory limit. For additional information, see the long-term debt section in the notes, pages 43 through 45.

**Economic Factors and Next Year's Budget**

The fiscal 2022 budget has been prepared and already approved at the June 8<sup>th</sup> and 12<sup>th</sup> annual Town meeting. The municipal portion of the budget increased by approximately \$820,211 from last year. This was due to increases in overall operating costs.

This financial report is designed to provide our citizens, taxpayers, and creditors with a general overview of the Town's finances and to show the Town's accountability for the money it receives. If you have questions about this report or need financial information, contact the Town Manager or Treasurer, PO Box 566, Kennebunkport, Maine 04046.

## **BASIC FINANCIAL STATEMENTS**

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**TOWN OF KENNEBUNKPORT, MAINE**  
**Statement of Net Position**  
**June 30, 2021**

	Governmental Activities	Business-type Activities	Total
<b>ASSETS</b>			
Cash and cash equivalents	\$ 10,297,999	1,444,008	11,742,007
Investments	1,667,412	-	1,667,412
Cash held at Maine Municipal Bond Bank	-	436,074	436,074
Receivables:			
Accounts	120,730	117,231	237,961
Due from other governments	34,061	-	34,061
Taxes receivable - current year	132,093	-	132,093
Taxes receivable - prior year	4,424	-	4,424
Tax and sewer liens	38,608	10,324	48,932
Internal balances	(898,792)	898,792	-
Inventory	6,335	3,477	9,812
Prepays	1,275	-	1,275
Nondepreciable capital assets	14,494,681	1,753,383	16,248,064
Depreciable capital assets, net	12,650,663	6,783,788	19,434,451
Total assets	38,549,489	11,447,077	49,996,566
<b>DEFERRED OUTFLOWS OF RESOURCES</b>			
Deferred outflows of resources related to pensions	511,949	63,508	575,457
Deferred outflows of resources related to OPEB	117,874	-	117,874
Total deferred outflows of resources	629,823	63,508	693,331
<b>LIABILITIES</b>			
Accounts payable and payroll withholdings	87,025	23,885	110,910
Accrued wages	116,848	26,071	142,919
Other liabilities	418,968	12,500	431,468
Accrued interest	100,098	852	100,950
Noncurrent liabilities:			
Due within one year	824,775	196,937	1,021,712
Due in more than one year	13,026,195	2,244,592	15,270,787
Total liabilities	14,573,909	2,504,837	17,078,746
<b>NET POSITION</b>			
Net investment in capital assets	15,998,294	6,826,176	22,824,470
Restricted for:			
Permanent funds	703,187	-	703,187
Nonexpendable principal of permanent funds	1,142,297	-	1,142,297
Unrestricted	6,761,625	2,179,572	8,941,197
Total net position	\$ 24,605,403	9,005,748	33,611,151

*See accompanying notes to basic financial statements.*

TOWN OF KENNEBUNKPORT, MAINE  
Statement of Activities  
For the year ended June 30, 2021

Functions/programs	Expenses	Program revenues		Net (expense) revenue and changes in net position		
		Charges for services	Operating grants and contributions	Capital grants and contributions	Governmental activities	Primary Government Business-type activities
<b>Primary government:</b>						
Governmental activities:						
General government	\$ 2,090,233	638,830	-	-	(1,451,403)	(1,451,403)
Public safety	2,910,734	61,392	211,943	-	(2,637,399)	(2,637,399)
Public works	1,452,020	-	61,994	-	(1,390,026)	(1,390,026)
Health and welfare	654,579	3,840	104,410	-	(546,329)	(546,329)
Recreation and culture	570,168	493,253	16,767	-	(60,148)	(60,148)
Education	11,447,719	-	-	-	(11,447,719)	(11,447,719)
County tax	1,150,725	-	-	-	(1,150,725)	(1,150,725)
Capital improvements	65,222	-	-	-	(65,222)	(65,222)
Interest on debt service	296,339	-	-	-	(296,339)	(296,339)
<b>Total governmental activities</b>	<b>20,637,739</b>	<b>1,197,315</b>	<b>395,114</b>	<b>-</b>	<b>(19,045,310)</b>	<b>(19,045,310)</b>
Business-type activities:						
Sewer	1,514,811	1,276,004	-	22,304	-	(216,503)
Cape Porpoise Pier	313,767	291,698	-	-	-	(22,069)
Dock Square Parking Lot	75,928	420,223	-	-	-	344,295
Government Wharf	8,419	8,400	-	-	-	(19)
<b>Total business-type activities</b>	<b>1,912,925</b>	<b>1,996,325</b>	<b>-</b>	<b>22,304</b>	<b>-</b>	<b>105,704</b>
<b>Total primary government</b>	<b>\$ 22,550,664</b>	<b>3,193,640</b>	<b>395,114</b>	<b>22,304</b>	<b>(19,045,310)</b>	<b>(18,939,606)</b>
General revenues:						
Property taxes, levied for general purposes					19,007,944	19,007,944
Interest and costs on taxes					43,433	43,433
Motor vehicle excise taxes					1,169,421	1,169,421
Grants and contributions not restricted to specific programs:						
Homestead and BETE exemption					130,927	130,927
State Revenue Sharing					149,009	149,009
Other State aid					8,566	8,566
Unrestricted investment earnings					484,380	10,334
Miscellaneous revenues					28,684	494,714
Transfers					159,473	(159,473)
<b>Total general revenues and transfers</b>					<b>21,181,837</b>	<b>21,032,698</b>
Change in net position					2,136,527	(43,435)
Net position - beginning					22,468,876	9,049,183
<b>Net position - ending</b>					<b>\$ 24,605,403</b>	<b>9,005,748</b>
						<b>33,611,151</b>

See accompanying notes to basic financial statements.

**TOWN OF KENNEBUNKPORT, MAINE**  
**Balance Sheet**  
**Governmental Funds**  
**June 30, 2021**

	General	Other Governmental Funds	Total Governmental Funds
<b>ASSETS</b>			
Cash and cash equivalents	\$ 10,130,488	167,511	10,297,999
Investments	-	1,667,412	1,667,412
Receivables:			
Accounts	114,080	6,650	120,730
Due from other governments	34,061	-	34,061
Taxes receivable - current year	132,093	-	132,093
Taxes receivable - prior year	4,424	-	4,424
Tax liens receivable	38,608	-	38,608
Prepays	1,275	-	1,275
Inventory	6,335	-	6,335
Interfund loans receivable	-	2,678,555	2,678,555
<b>Total assets</b>	<b>10,461,364</b>	<b>4,520,128</b>	<b>14,981,492</b>
<b>LIABILITIES</b>			
Accounts payable and payroll withholdings	81,601	5,424	87,025
Accrued wages	108,051	8,797	116,848
Other liabilities	418,968	-	418,968
Interfund loans payable	3,577,347	-	3,577,347
<b>Total liabilities</b>	<b>4,185,967</b>	<b>14,221</b>	<b>4,200,188</b>
<b>DEFERRED INFLOWS OF RESOURCES</b>			
Unavailable revenues - property taxes	136,000	-	136,000
<b>Total deferred inflows of resources</b>	<b>136,000</b>	<b>-</b>	<b>136,000</b>
<b>FUND BALANCES</b>			
Nonspendable	7,610	1,142,297	1,149,907
Restricted	-	703,187	703,187
Committed	737,613	2,660,423	3,398,036
Assigned	225,000	-	225,000
Unassigned	5,169,174	-	5,169,174
<b>Total fund balances</b>	<b>6,139,397</b>	<b>4,505,907</b>	<b>10,645,304</b>
<b>Total liabilities, deferred inflows of resources, and fund balances</b>	<b>\$ 10,461,364</b>	<b>4,520,128</b>	
Amounts reported for governmental activities in the statement of net position are different because:			
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds.			27,145,344
Other long-term assets are not available to pay for current period expenditures and, therefore, are unavailable revenue in the funds.			136,000
Long-term liabilities, including bonds payable, are not due and payable in the current period and therefore, are not reported in the funds.			
Bonds payable			(10,855,742)
Premium on bonds			(374,086)
Notes payable			(18,167)
Net pension liability, including related deferred inflows and outflows of resources			(1,323,091)
Total OPEB liability, including related deferred inflows and outflows of resources			(369,801)
Accrued interest			(100,098)
Accrued compensated absences			(280,260)
<b>Net position of governmental activities</b>			<b>\$ 24,605,403</b>

**TOWN OF KENNEBUNKPORT, MAINE**  
**Statement of Revenues, Expenditures, and Changes in Fund Balances**  
**Governmental Funds**  
**For the year ended June 30, 2021**

	General	Other Governmental Funds	Total Governmental Funds
<b>Revenues:</b>			
Taxes	\$ 20,271,421	-	20,271,421
Intergovernmental	653,163	-	653,163
Licenses and permits	585,742	-	585,742
Charges for services	336,310	267,134	603,444
Investment income (loss)	70,344	414,036	484,380
Other revenues	54,340	12,926	67,266
Total revenues	21,971,320	694,096	22,665,416
<b>Expenditures:</b>			
Current:			
General government	1,901,836	-	1,901,836
Public safety	2,707,668	33,951	2,741,619
Public works	1,114,851	-	1,114,851
Health and welfare	654,210	-	654,210
Recreation and culture	470,602	74,599	545,201
Education	11,447,719	-	11,447,719
County tax	1,150,725	-	1,150,725
Debt service	941,464	-	941,464
Capital improvements and other	61,149	730,351	791,500
Total expenditures	20,450,224	838,901	21,289,125
Excess (deficiency) of revenues over (under) expenditures	1,521,096	(144,805)	1,376,291
<b>Other financing sources (uses):</b>			
Transfers from other funds	670,000	1,057,469	1,727,469
Transfers to other funds	(1,242,996)	(325,000)	(1,567,996)
Total other financing sources (uses)	(572,996)	732,469	159,473
Net change in fund balances	948,100	587,664	1,535,764
Fund balances, beginning of year	5,191,297	3,918,243	9,109,540
<b>Fund balances, end of year</b>	<b>\$ 6,139,397</b>	<b>4,505,907</b>	<b>10,645,304</b>

*See accompanying notes to basic financial statements.*

**TOWN OF KENNEBUNKPORT, MAINE**  
**Reconciliation of the Statement of Revenues, Expenditures,**  
**and Changes in Fund Balances of Governmental Funds**  
**to the Statement of Activities**  
**For the year ended June 30, 2021**

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Net change in fund balances - total governmental funds (from Statement 4)	\$	1,535,764
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Amounts reported for governmental activities in the statement of activities (Statement 2) are different because:

Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives as depreciation expense. This is the amount of:

Capital outlays		726,278
Book value of disposed capital assets		(14,812)
Depreciation expense		(604,874)

Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the funds.		(50,623)
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Some expenses reported in the statement of activities do not require the use of current financial resources and therefore, are not reported as expenditures in the governmental funds. This is the amount of the change in:

Net pension liability with related deferred inflows and outflows		(65,597)
Total OPEB liability with related deferred inflows and outflows		(39,378)
Accrued compensated absences		(957)
Accrued interest		7,922

The issuance of long-term debt (e.g. bonds, notes) provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position. Also, governmental funds report the effect of issuance costs, premiums, discounts, and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities. This is the amount of:

Note repayments		5,601
Bond repayments		548,573
Premium amortization		88,630

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<b>Change in net position of governmental activities (see Statement 2)</b>	<b>\$</b>	<b>2,136,527</b>
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*See accompanying notes to basic financial statements.*



**TOWN OF KENNEBUNKPORT, MAINE**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**Budget and Actual**  
**General Fund**  
**For the year ended June 30, 2021**

	Budgeted amounts		Actual	Variance with final budget positive (negative)
	Original	Final		
<b>Revenues:</b>				
Taxes	\$ 20,001,709	20,001,709	20,271,421	269,712
Intergovernmental	484,088	484,088	653,163	169,075
Licenses and permits	284,350	284,350	585,742	301,392
Charges for services	174,400	174,400	336,310	161,910
Interest earned	30,000	30,000	70,344	40,344
Other revenue	22,500	22,500	54,340	31,840
Total revenues	20,997,047	20,997,047	21,971,320	974,273
<b>Expenditures:</b>				
Current:				
General government	2,061,680	2,116,958	1,901,836	215,122
Public safety	2,956,727	2,975,067	2,707,668	267,399
Public works	1,217,949	1,252,337	1,114,851	137,486
Health and welfare	736,753	748,911	654,210	94,701
Recreation and culture	521,114	528,814	470,602	58,212
Education	11,447,719	11,447,719	11,447,719	-
County tax	1,150,725	1,150,725	1,150,725	-
Debt service	941,939	941,939	941,464	475
Capital improvements and other	-	509,044	41,309	467,735
Total expenditures	21,034,606	21,671,514	20,430,384	1,241,130
Excess (deficiency) of revenues over (under) expenditures	(37,559)	(674,467)	1,540,936	2,215,403
<b>Other financing sources (uses):</b>				
Transfers from other funds	670,000	670,000	670,000	-
Transfers to other funds	(1,232,441)	(1,242,996)	(1,242,996)	-
Utilization of unassigned fund balance	600,000	610,555	-	(610,555)
Utilization of committed fund balance	-	636,908	-	(636,908)
Total other financing sources (uses)	37,559	674,467	(572,996)	(1,247,463)
Net change in fund balance - budgetary basis	-	-	967,940	967,940
<b>Reconciliation to GAAP basis:</b>				
Change in encumbrance balance			(19,840)	
Total reconciliation to GAAP basis			(19,840)	
Net change in fund balance - GAAP basis			948,100	
Fund balance, beginning of year			5,191,297	
<b>Fund balance, end of year</b>	<b>\$</b>		<b>6,139,397</b>	

*See accompanying notes to basic financial statements.*

**TOWN OF KENNEBUNKPORT, MAINE**  
**Statement of Net Position**  
**Proprietary Funds**  
**June 30, 2021**

<b>Business-type Activities - Enterprise Funds</b>			
	<b>Sewer Department</b>	<b>Nonmajor Funds</b>	<b>Total</b>
<b>ASSETS</b>			
Current assets:			
Cash and cash equivalents	\$ 1,442,208	1,800	1,444,008
Cash held at Maine Municipal Bond Bank	436,074	-	436,074
Accounts receivable	87,386	29,845	117,231
Sewer liens	10,324	-	10,324
Inventory	-	3,477	3,477
Interfund loans receivable	423,884	501,050	924,934
Total current assets	2,399,876	536,172	2,936,048
Noncurrent assets:			
Property, plant, and equipment	18,916,259	1,734,310	20,650,569
Less accumulated depreciation	(11,403,069)	(710,329)	(12,113,398)
Total noncurrent assets	7,513,190	1,023,981	8,537,171
Total assets	9,913,066	1,560,153	11,473,219
<b>DEFERRED OUTFLOWS OF RESOURCES</b>			
Deferred outflows of resources related to pensions	50,380	13,128	63,508
Total deferred outflows of resources	50,380	13,128	63,508
<b>LIABILITIES</b>			
Current liabilities:			
Accounts payable and payroll withholdings	21,891	1,994	23,885
Accrued wages	19,297	6,774	26,071
Other liabilities	-	12,500	12,500
Accrued interest	852	-	852
Interfund loans payable	-	26,142	26,142
Accrued compensated absences	38,766	3,303	42,069
Noncurrent liabilities, current portion	154,868	-	154,868
Total current liabilities	235,674	50,713	286,387
Noncurrent liabilities, long-term portion	2,192,197	52,395	2,244,592
Total liabilities	2,427,871	103,108	2,530,979
<b>NET POSITION</b>			
Net investment in capital assets	5,802,195	1,023,981	6,826,176
Unrestricted	1,733,380	446,192	2,179,572
Total net position	\$ 7,535,575	1,470,173	9,005,748

*See accompanying notes to basic financial statements.*

**TOWN OF KENNEBUNKPORT, MAINE**  
**Statement of Revenues, Expenses and Changes in Net Position**  
**Proprietary Funds**  
**For the year ended June 30, 2021**

<b>Business-type Activities - Enterprise Funds</b>			
	<b>Sewer Department</b>	<b>Nonmajor Funds</b>	<b>Total</b>
<b>Operating revenues:</b>			
Fees	\$ 1,191,410	428,023	1,619,433
Lease income	-	40,000	40,000
Fuel sales	-	199,321	199,321
Dues	-	51,396	51,396
Other income	84,594	1,581	86,175
Total operating revenues	1,276,004	720,321	1,996,325
<b>Operating expenses:</b>			
Wages and benefits	752,887	125,874	878,761
Utilities	92,460	22,687	115,147
Contracted services	28,394	23,316	51,710
Insurance	33,341	5,627	38,968
Supplies and equipment	94,574	174,959	269,533
Repairs and maintenance	25,472	7,776	33,248
Miscellaneous	-	2,224	2,224
Capital related expenses	16,759	4,199	20,958
Depreciation	428,636	31,452	460,088
Total operating expenses	1,472,523	398,114	1,870,637
Operating income (loss)	(196,519)	322,207	125,688
<b>Nonoperating revenue (expenses):</b>			
Interest income	10,334	-	10,334
Forgiveness of debt	22,304	-	22,304
Interest expense	(42,288)	-	(42,288)
Total nonoperating revenue (expenses)	(9,650)	-	(9,650)
Net income (loss) before transfers	(206,169)	322,207	116,038
<b>Transfers:</b>			
Transfer (to) from other funds	5,527	(165,000)	(159,473)
Total transfers	5,527	(165,000)	(159,473)
Change in net position	(200,642)	157,207	(43,435)
Total net position, beginning of year	7,736,217	1,312,966	9,049,183
<b>Total net position, end of year</b>	<b>\$ 7,535,575</b>	<b>1,470,173</b>	<b>9,005,748</b>

*See accompanying notes to basic financial statements.*

**TOWN OF KENNEBUNKPORT, MAINE**  
**Statement of Cash Flows**  
**Proprietary Funds**  
**For the year ended June 30, 2021**

<b>Business-type Activities - Enterprise Funds</b>			
	<b>Sewer Department</b>	<b>Nonmajor Funds</b>	<b>Total</b>
<b>Cash flows from operating activities:</b>			
Receipts from customers and users	\$ 1,721,485	717,962	2,439,447
Payments to suppliers	(272,748)	(233,092)	(505,840)
Payments to employees	(723,970)	(118,037)	(842,007)
Net cash provided by (used in) operating activities	724,767	366,833	1,091,600
<b>Cash flows from non-capital financing activities:</b>			
(Increase) decrease in interfund loans receivable	(306,432)	(112,033)	(418,465)
Transfers (to) from other funds	5,527	(165,000)	(159,473)
Net cash provided by (used in) non-capital financing activities	(300,905)	(277,033)	(577,938)
<b>Cash flows from capital and related financing activities:</b>			
Purchase of capital assets	(326,106)	(90,000)	(416,106)
Bond anticipation notes principal payments	(1,563,926)	-	(1,563,926)
Proceeds from issuance of notes	1,563,926	-	1,563,926
Note principal payments	(55,207)	-	(55,207)
Interest payments	(42,547)	-	(42,547)
Net cash provided by (used in) capital and related financing activities	(423,860)	(90,000)	(513,860)
<b>Cash flows from investing activities:</b>			
Investment income	10,334	-	10,334
Net cash provided by investing activities	10,334	-	10,334
Increase (decrease) in cash	10,336	(200)	10,136
Cash and cash equivalents, beginning of year	1,431,872	2,000	1,433,872
<b>Cash and cash equivalents, end of year</b>	<b>\$ 1,442,208</b>	<b>1,800</b>	<b>1,444,008</b>
<b>Reconciliation of operating income (loss) to net cash provided by (used in) operating activities:</b>			
Operating income (loss)	\$ (196,519)	322,207	125,688
Adjustments to reconcile operating income (loss) to net cash provided by (used in) operating activities:			
Depreciation	428,636	31,452	460,088
Change in operating assets and liabilities:			
(Increase) decrease in accounts receivable	446,292	(2,359)	443,933
(Increase) decrease in sewer liens	(811)	-	(811)
(Increase) decrease in inventory	-	3,142	3,142
Increase (decrease) in accounts payable	18,252	(5,446)	12,806
Increase (decrease) in accrued wages	4,094	3,043	7,137
Increase (decrease) in other liabilities	-	10,000	10,000
Increase (decrease) in net pension liability with related deferred outflows and deferred inflows of resources	25,079	4,397	29,476
Increase (decrease) in accrued compensated absences	(256)	397	141
<b>Net cash provided by (used in) operating activities</b>	<b>\$ 724,767</b>	<b>366,833</b>	<b>1,091,600</b>
<b>Schedule of non-cash capital and related financing activities:</b>			
Forgiveness of debt	\$ 22,304	-	22,304

*See accompanying notes to basic financial statements.*

**TOWN OF KENNEBUNKPORT, MAINE**  
**Notes to Basic Financial Statements**

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**SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

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The Town of Kennebunkport was incorporated under the laws of the State of Maine. The Town operates under the selectmen-manager form of government and provides the following services: general government services, public safety, public works, health and welfare, education, and recreation.

The accounting policies of the Town of Kennebunkport, Maine conform to accounting principles generally accepted in the United States of America as applicable to governmental units. The following is a summary of the more significant of such policies:

**The Reporting Entity**

In evaluating how to define the reporting entity, for financial statement purposes, management has considered all potential component units. The decision to include a potential component unit was made by applying the criteria set forth in GAAP which defines the reporting entity as the primary government and those component units for which the primary government is financially accountable. Financial accountability is defined as appointment of a voting majority of the component unit's board, and either a) the ability to impose will by the primary government, or b) the possibility that the component unit will provide a financial benefit to or impose a financial burden on the primary government. Application of this criterion and determination of type of presentation involves considering whether the activity benefits the government and/or its citizens, or whether the activity is conducted within the geographic boundaries of the government and is generally available to its citizens. Based upon the application of these criteria, there were no potential component units required to be included in this report.

**Government-wide and Fund Financial Statements**

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all activities of the Town. For the most part, the effect of interfund activity has been removed from these statements. Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on fees and charges for support.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. The Town has elected not to allocate indirect costs among the programs, functions, and segments. Program revenues include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported as general revenues.

Separate financial statements are provided for governmental funds and proprietary funds. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements.

**TOWN OF KENNEBUNKPORT, MAINE**  
**Notes to Basic Financial Statements, Continued**

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**SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, CONTINUED**

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**Measurement Focus, Basis of Accounting and Basis of Presentation**

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary funds. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period for property taxes and one year for all other revenues. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as certain compensated absences and claims and judgments, are recorded only when the payment is due.

Those revenues susceptible to accrual are property taxes, interest, and charges for services. Other receipts and taxes become measurable and available when cash is received by the Town and are recognized as revenue at that time. Entitlements and shared revenues are recorded at the time of receipt or earlier if the susceptible to accrual criteria are met. Expenditure-driven grants are recognized as revenue when the qualifying expenditures have been incurred and all other grant requirements have been met.

The Town reports the following major governmental fund:

The *General Fund* is the Town's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

The Town reports the following major proprietary funds:

*Sewer Department Fund* accounts for revenues earned and expenses incurred in the operation of the sewer department.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule include charges between the Town's sewer department fund and various other functions of the government. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

Amounts reported as program revenues include 1) charges to customers or applicants for goods, services, or privileges provided, 2) operating grants and contributions, and 3) capital grants and contributions, including special assessments. Internally dedicated resources are reported as general revenues rather than as program revenues. Likewise, general revenues include all taxes.

**TOWN OF KENNEBUNKPORT, MAINE**  
**Notes to Basic Financial Statements, Continued**

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**SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, CONTINUED**

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Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the Town's proprietary funds are charges to customers for sales and services; operating expenses include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

**Cash and Investments** - Cash includes amounts in demand deposits and savings accounts. State statutes authorize the Town to invest in obligations of the U.S. Treasury and U.S. agencies, repurchase agreements and certain corporate stocks and bonds.

Investments are reported at fair value. For the purposes of the statement of cash flows, all highly liquid investments with a maturity of three months or less when purchased are considered to be cash equivalents.

**Short-term Interfund Receivables/Payables** - During the course of operations, numerous transactions occur between individual funds for goods provided or services rendered. These receivables and payables are classified as interfund loans on the balance sheet.

**Receivables** - All receivables are reported at their gross value and, where appropriate, are reduced by the estimated portion that is expected to be uncollectible. The Town currently does not have any receivables that have a portion that is considered uncollectible.

**Inventories** - Inventories are valued at cost, which approximates market, using the first-in/first-out (FIFO) method. The costs of governmental fund-type inventories are generally recorded as expenditures when consumed rather than when purchased. The costs of business fund-type inventories are generally recorded as assets when purchased and expensed when consumed.

**Prepaid Items** - Payments made to vendors for services that will benefit periods beyond June 30, 2021 are recorded as prepaid items.

**Capital Assets** - Capital assets, which include property, plant, equipment, and infrastructure assets (e.g., roads, bridges, sidewalks, and similar items), are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets are defined by the Town as assets with an initial, individual cost of more than \$10,000 and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated acquisition value at the date of donation.

The costs of normal repairs and maintenance that do not add to the value of the asset or materially extend assets' lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

**TOWN OF KENNEBUNKPORT, MAINE**  
**Notes to Basic Financial Statements, Continued**

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**SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, CONTINUED**

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Property, plant, and equipment of the primary government is depreciated using the straight-line method over the assets' estimated useful lives as shown in following table by asset type:

<u>Useful Life</u>	<u>Asset Type</u>
3-15 years	Land improvements
30-50 years	Buildings
5-50 years	Building improvements
5-50 years	Machinery and equipment
5-10 years	Furniture and fixtures
10-40 years	Vehicles
10-50 years	Infrastructure

**Compensated Absences** - Under terms of personnel policies and union contracts, vacation and sick leave is granted in varying amounts according to length of service and is accrued ratably over the year. Regular part-time employees receive vacation and sick leave on a pro-rated basis. Vacation and sick pay is accrued when incurred in the government-wide and proprietary fund financial statements. A liability is reported in the governmental funds only if they have matured, for example, as a result of employee resignations and retirements.

**Governmental Fund Balance** - Fund balance is reported in five classifications that comprise a hierarchy based primarily on the extent to which the Town is bound to honor constraints on the specific purposes for which those funds can be spent. The five classifications of fund balance for the Governmental Funds are as follows:

- *Nonspendable* – resources which cannot be spent because they are either a) not in spendable form or; b) legally or contractually required to be maintained intact.
- *Restricted* – resources with constraints placed on the use of resources which are either a) externally imposed by creditors (such as through debt covenants), grantors, contributors or laws or regulations of other governments or; b) imposed by law through constitutional provisions or enabling legislation.
- *Committed* – resources which are subject to limitations the government imposes on itself at its highest level of decision-making authority, and that remain binding unless removed in the same manner. The passage of an ordinance is used to commit fund balance.
- *Assigned* – resources that are constrained by the government's intent to be used for specific purposes, but are neither restricted nor committed.
- *Unassigned* – resources which have not been assigned to other funds and that have not been restricted, committed, or assigned to specific purposes within the General Fund. The General Fund should be the only fund that reports a positive unassigned fund balance amount.



**TOWN OF KENNEBUNKPORT, MAINE**  
**Notes to Basic Financial Statements, Continued**

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**SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, CONTINUED**

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Generally, all unexpended budgetary accounts lapse at the close of the fiscal year except some on-going projects which may be assigned for subsequent year expenditures and some non-lapsing accounts, which are carried forward to the next fiscal year upon approval of the voters.

The responsibility for committing fund balance amounts rests with the voters and likewise would be required to modify or rescind those commitments at its annual or a special town meeting. The Town Manager has been given the authority to assign fund balance amounts at the end of the fiscal year.

When both restricted and unrestricted resources are available for use, it is the Town's intent to use restricted resources first, then unrestricted resources as they are needed. When committed, assigned, and unassigned resources are available for use, it is the Town's intent to use committed or assigned resources first, and then unassigned resources as they are needed.

It is the policy of the Town of Kennebunkport to maintain unassigned fund balance in the general fund at two months of general fund expenditures (or 18%) measured on a GAAP basis. In the event that the unassigned fund balance drops below this level, the Town will develop a plan, implemented through the annual budgetary process, to bring the balance to the target level over a period of five (5) years or less. As of June 30, 2021, the Town was in compliance with its policy.

**Long-term Obligations** - In the government-wide financial statements, and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type statement of net position. Bond premiums and discounts, if material to basic financial statements, are deferred and amortized over the life of the bonds using the straight-line method. Bonds payable are reported net of the applicable bond premium or discount.

**Interfund Transactions** - Interfund services provided and used are accounted for as revenues, expenditures or expenses. Transactions that constitute reimbursements to a fund for expenditures/expenses initially made from it that are properly chargeable to another fund are recorded as expenditures/expenses in the reimbursing fund and as reductions of expenditures/expenses in the fund that is reimbursed. All other interfund transactions are reported as transfers.

**Use of Estimates** - Preparation of the Town's financial statements requires management to make estimates and assumptions that affect the reported amounts of assets, deferred outflows of resources, liabilities, and deferred inflows of resources and disclosure of contingent items at the date of the financial statements and the reported amounts of revenues and expenses/expenditures during the reporting period. Actual results could differ from those estimates.

**TOWN OF KENNEBUNKPORT, MAINE**  
**Notes to Basic Financial Statements, Continued**

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**SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, CONTINUED**

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**Comparative Data/Reclassifications** - Comparative data for the prior year has been presented only for certain funds in the fund financial statements in order to provide an understanding of the changes in the financial position and operations of these funds. Also, certain amounts presented in the prior year data have been reclassified in order to be consistent with the current year's presentation.

**Encumbrances** - Encumbrances represent commitments related to unperformed contracts for goods or services. Encumbrance accounting - under which purchase orders, contracts, and other commitments for the expenditure of resources are recorded to assign that portion of the applicable appropriation - is utilized in the governmental funds. For reporting under accounting principles generally accepted in the United States of America, encumbrances outstanding at year end are reported as assignments of fund balances and do not constitute expenditures or liabilities because the commitments will be honored during the subsequent year.

**Deferred Inflows and Outflows of Resources** - In addition to assets and liabilities, the statement of net position and balance sheet will sometimes report separate sections for deferred outflows of resources and deferred inflows of resources. These separate financial statement elements, deferred outflows of resources and deferred inflows of resources, represent a consumption or acquisition of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense) or inflow of resources (revenue) until that time. The governmental funds only report a deferred inflow of resources, unavailable revenue from property taxes. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available. The governmental activities have deferred outflows and inflows that relate to the net pension and OPEB liabilities, which include the Town's contributions subsequent to the measurement date, which are recognized as a reduction of the net pension liability in the subsequent year. They also include changes in assumptions, differences between expected and actual experience, and changes in proportion and differences between Town contributions and proportionate share of contributions, which are deferred and amortized over the average expected remaining service lives of active and inactive members in the plan. They also include the net difference between projected and actual earnings on pension plan investments, which is deferred and amortized over a five-year period.

**Pensions** - For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Maine Public Employees Retirement System Consolidated Plan for Participating Local Districts (PLD Plan) and additions to/deductions from the Plan's fiduciary net position have been determined on the same basis as they are reported by the Plan. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

**TOWN OF KENNEBUNKPORT, MAINE**  
**Notes to Basic Financial Statements, Continued**

**STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY**

**A. Budgetary Information**

Budgets are adopted for the General Fund only and are adopted using the budgetary basis of accounting, which includes encumbrances as expenditures. The level of control (level at which expenditures may not exceed budget) is the warrant article level. Generally, all unexpended budgetary accounts lapse at the close of the fiscal year except some on-going projects which may be assigned for subsequent year expenditure and some non-lapsing accounts which are carried forward to the next fiscal year.

The budgeted financial statements represented in this report reflect the final budget authorization, including all amendments.

**B. Revised Budget**

The revised budget presented for the General Fund in the Statement of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual (Statement 6), includes various adjustments as follows:

	<u>Revenues</u>	<u>Expenditures</u>	<u>Other financing sources (uses)</u>
2021 budget as originally adopted	\$ 20,997,047	21,034,606	37,559
<u>Assigned carryforward balances &amp; adjustments</u>	<u>-</u>	<u>636,908</u>	<u>636,908</u>
<b>Totals</b>	<b>\$ 20,997,047</b>	<b>21,671,514</b>	<b>674,467</b>

**DEPOSITS AND INVESTMENTS**

**A. Deposits**

*Custodial Credit Risk-Town Deposits:* Custodial credit risk is the risk that in the event of a bank failure, the Town's deposits may not be returned to it. The Town does not have a policy regarding custodial credit risk. As of June 30, 2021, \$132 of the Town's bank balance of \$11,587,143 was exposed to custodial credit risk because it was uninsured and uncollateralized. The remaining bank balance was covered by the F.D.I.C. or by additional insurance purchased on behalf of the Town by the respective banking institutions.

**TOWN OF KENNEBUNKPORT, MAINE**  
**Notes to Basic Financial Statements, Continued**

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**DEPOSITS AND INVESTMENTS, CONTINUED**

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**B. Investments**

The Town categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs. All investments are considered Level 1 according to the fair value hierarchy. At June 30, 2021, the Town had the following investments:

	<u>Fair value</u>	<u>N/A</u>	<u>Less than 1 year</u>	<u>1 – 5 years</u>	<u>Credit ratings</u>
Exchange traded funds	\$ 176,651	176,651	-	-	A-
Corporate bonds	208,836	-	21,083	187,753	A- to BBB-
Mutual funds	236,591	236,591	-	-	A-
Equities	1,045,334	1,045,334	-	-	N/A
<b>Total investments</b>	<b>\$ 1,667,412</b>	<b>1,458,576</b>	<b>21,083</b>	<b>187,753</b>	

*Custodial Credit Risk-Town's Investments:* For investments, custodial credit risk is the risk that, in the event of failure of the counterparty, the Town will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party.

*Interest Rate Risk:* It is the Town's policy that interest rate risk will be mitigated by structuring the Town's portfolio so that the securities mature to meet the Town's cash demands for ongoing operations, thereby precluding the need to sell securities on the open market prior to their maturity and by investing primarily in shorter-term securities.

*Credit Risk:* It is the Town's policy that credit risk will be mitigated by limiting investments to the types of securities authorized by the Town's policy, using financial institutions which have been evaluated and qualified by the Treasurer using key quantitative and qualitative factors as outlined in the Town's investment policy, and diversifying the investment portfolio.

**TOWN OF KENNEBUNKPORT, MAINE**  
**Notes to Basic Financial Statements, Continued**

**PROPERTY TAX**

Property taxes for the current period were committed on July 23, 2020, on the assessed value listed as of April 1, 2020, for all real and personal property located in the Town. Payment of taxes was due in equal installments on September 10, 2020 and March 10, 2021. Interest at the rate of 5% per annum was charged on any amounts remaining unpaid after this date. Assessed values are periodically established by the Assessor's agent at 100% of assumed market value. The 2021 assessed value of \$2,011,016,700 was 90% of the estimated market value and 79% of the 2021 state valuation of \$2,544,500,000.

The Town is permitted by the laws of the State of Maine to levy taxes up to 105% of its net budgeted expenditures for the related fiscal period. The amount raised in excess of 100% is referred to as overlay and amounted to \$114,638 for the period ended June 30, 2021.

Tax liens are placed on real property within twelve months following the tax commitment date if taxes are delinquent. The Town has the authority to foreclose on property eighteen months after the filing of the lien if tax liens and associated costs remain unpaid. Property taxes levied during the year ended were recorded as receivables at the time the levy was made. The receivables collected during the year ended and in the first sixty days following the end of the fiscal year have been recorded as revenues. The remaining receivables have been recorded as unavailable revenues. The following summarizes the periods ended June 30, 2021 and 2020 levies:

	<u>2021</u>	<u>2020</u>
Assessed value	\$ 2,011,016,700	1,983,600,020
Tax rate (per \$1,000)	9.45	9.45
Commitment	19,004,109	18,745,020
Supplemental taxes assessed	3,828	-
	19,007,937	18,745,020
Less: Collections and abatements	18,875,844	18,550,328
<b>Receivable at June 30</b>	<b>\$ 132,093</b>	<b>194,692</b>
Collection rate	99.30%	98.96%

**TOWN OF KENNEBUNKPORT, MAINE**  
**Notes to Basic Financial Statements, Continued**

**CAPITAL ASSETS**

Capital asset activity for the year ended June 30, 2021 was as follows:

	Balance June 30, <u>2020</u>	<u>Increases</u>	<u>Decreases</u>	Balance June 30, <u>2021</u>
<b>Governmental activities:</b>				
Capital assets, not being depreciated:				
Construction in progress	\$ 1,531,554	518,129	293,509	1,756,174
Land	12,738,507	-	-	12,738,507
<b>Total capital assets, not being depreciated</b>	<b>14,270,061</b>	<b>518,129</b>	<b>293,509</b>	<b>14,494,681</b>
Capital assets, being depreciated:				
Land improvements	287,970	-	-	287,970
Buildings	3,434,125	-	-	3,434,125
Building improvements	1,054,696	-	-	1,054,696
Machinery and equipment	1,348,394	25,771	-	1,374,165
Furniture and fixtures	19,623	-	-	19,623
Vehicles	3,763,161	65,171	281,932	3,546,400
Infrastructure	10,707,448	410,716	-	11,118,164
<b>Total capital assets, being depreciated</b>	<b>20,615,417</b>	<b>501,658</b>	<b>281,932</b>	<b>20,835,143</b>
Less accumulated depreciation for:				
Land improvements	158,854	9,691	-	168,545
Buildings	1,083,949	81,522	-	1,165,471
Building improvements	442,682	43,451	-	486,133
Machinery and equipment	679,516	66,498	-	746,014
Furniture and fixtures	19,623	-	-	19,623
Vehicles	2,132,191	160,135	267,120	2,025,206
Infrastructure	3,329,911	243,577	-	3,573,488
<b>Total accumulated depreciation</b>	<b>7,846,726</b>	<b>604,874</b>	<b>267,120</b>	<b>8,184,480</b>
<b>Total capital assets being depreciated, net</b>	<b>12,768,691</b>	<b>(103,216)</b>	<b>14,812</b>	<b>12,650,663</b>
<b>Governmental activities capital assets, net</b>	<b>\$ 27,038,752</b>	<b>414,913</b>	<b>308,321</b>	<b>27,145,344</b>

Depreciation expense was charged to functions/programs of the primary government as follows:

<b>Governmental activities:</b>	
General government	\$ 88,761
Public safety	147,610
Public works	333,669
Recreation and culture	34,834
<b>Total depreciation expense - governmental activities</b>	<b>\$ 604,874</b>

**TOWN OF KENNEBUNKPORT, MAINE**  
**Notes to Basic Financial Statements, Continued**

**CAPITAL ASSETS, CONTINUED**

	Balance June 30, <u>2020</u>	<u>Increases</u>	<u>Decreases</u>	Balance June 30, <u>2021</u>
<b>Business-type activities:</b>				
Capital assets, not being depreciated:				
Construction in progress	\$ 476,849	326,106	-	802,955
Land	950,428	-	-	950,428
<b>Total capital assets, not being depreciated</b>	<b>1,427,277</b>	<b>326,106</b>	<b>-</b>	<b>1,753,383</b>
Capital assets, being depreciated:				
Land improvements	29,600	-	-	29,600
Buildings	4,936,200	-	-	4,936,200
Building improvements	3,022,475	-	-	3,022,475
Machinery and equipment	2,618,787	-	-	2,618,787
Infrastructure	8,091,123	90,000	-	8,181,123
Vehicles	109,001	-	-	109,001
<b>Total capital assets, being depreciated</b>	<b>18,807,186</b>	<b>90,000</b>	<b>-</b>	<b>18,897,186</b>
Less accumulated depreciation for:				
Land improvements	29,600	-	-	29,600
Buildings	3,393,826	97,849	-	3,491,675
Building improvements	1,340,063	78,489	-	1,418,552
Machinery and equipment	1,838,913	95,523	-	1,934,436
Infrastructure	4,999,687	177,328	-	5,177,015
Vehicles	51,221	10,899	-	62,120
<b>Total accumulated depreciation</b>	<b>11,653,310</b>	<b>460,088</b>	<b>-</b>	<b>12,113,398</b>
<b>Total capital assets being depreciated, net</b>	<b>7,153,876</b>	<b>(370,088)</b>	<b>-</b>	<b>6,783,788</b>
<b>Business-type activities capital assets, net</b>	<b>\$ 8,581,153</b>	<b>(43,982)</b>	<b>-</b>	<b>8,537,171</b>

Depreciation expense was charged to functions/programs of the primary government as follows:

Business-type activities:	
Sewer Department	\$ 428,636
Cape Porpoise Pier	16,760
Dock Square Parking Lot	14,692
<b>Total depreciation expense - business-type activities</b>	<b>\$ 460,088</b>

**INTERFUND LOAN BALANCES AND TRANSFERS**

The purpose of interfund loans is to charge revenues and expenditures/expenses to the appropriate fund when that activity is accounted for through the centralized checking account. The balances represent each fund's portion of the centralized checking account.

**TOWN OF KENNEBUNKPORT, MAINE**  
**Notes to Basic Financial Statements, Continued**

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**INTERFUND LOAN BALANCES AND TRANSFERS, CONTINUED**

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Individual interfund loan receivable and payable balances at the year ended June 30, 2021 were as follows:

	<u>Interfund loans receivable</u>	<u>Interfund loans payable</u>
<b>General Fund</b>	\$ -	3,577,347
<b>Proprietary Funds:</b>		
Sewer Department	423,884	-
Cape Porpoise Pier	-	26,142
Dock Square Parking Lot	496,414	-
Government Wharf	4,636	-
<u>Total proprietary funds</u>	<u>924,934</u>	<u>26,142</u>
<b>All Other Governmental Funds:</b>		
Special revenue funds	769,670	-
Capital projects funds	1,898,324	-
Permanent funds	10,561	-
<u>Total all other governmental funds</u>	<u>2,678,555</u>	<u>-</u>
<b>Total interfund loans receivable and payable</b>	<b>\$ 3,603,489</b>	<b>3,603,489</b>

Individual fund transfers for the year ended June 30, 2021 were as follows:

	<u>Transfers in</u>	<u>Transfers out</u>
<b>General Fund</b>	\$ 670,000	1,242,996
<b>Proprietary Funds:</b>		
Sewer Department	35,527	30,000
Cape Porpoise Pier	90,000	-
Dock Square Parking Lot	-	255,000
<u>Total proprietary funds</u>	<u>125,527</u>	<u>285,000</u>
<b>All Other Governmental Funds:</b>		
Special revenue funds	210,000	80,000
Capital projects funds	927,469	325,000
<u>Total all other governmental funds</u>	<u>1,137,469</u>	<u>405,000</u>
<b>Total interfund loans receivable and payable</b>	<b>\$ 1,932,996</b>	<b>1,932,996</b>

Transfers are utilized to fund certain activities. Most are authorized as part of the General Fund budget process.



**TOWN OF KENNEBUNKPORT, MAINE**  
**Notes to Basic Financial Statements, Continued**

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**SHORT-TERM DEBT**

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The Town issued two clean water state revolving fund bond anticipation notes for interim financing until long-term bonds are issued. The bond anticipation notes were for \$1,700,000 and \$300,000 with an interest rate of 1.00% and were due on January 4, 2021. Bond anticipation note activity for the year ended June 30, 2021 was as follows:

	<u>Beginning balance</u>	<u>Additions</u>	<u>Reductions</u>	<u>Ending balance</u>
<b>Bond anticipation notes:</b>				
Clean water (sewer)	\$ 1,308,284	-	1,308,284	-
Clean water (sewer)	255,642	-	255,642	-
<b>Bond anticipation note</b>	<b>\$ 1,563,926</b>	<b>-</b>	<b>1,563,926</b>	<b>-</b>

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**CHANGES IN LONG-TERM LIABILITIES**

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Long-term liability activity for the year ended June 30, 2021 was as follows:

	<u>Beginning balance</u>	<u>Additions</u>	<u>Reductions</u>	<u>Ending balance</u>	<u>Due within one year</u>
<b>Governmental activities:</b>					
General obligation bonds	\$ 11,404,315	-	548,573	10,855,742	559,471
Premium on bonds	462,716	-	88,630	374,086	83,257
Notes from direct borrowing	23,768	-	5,601	18,167	5,823
Net pension liability	1,460,386	374,654	-	1,835,040	-
Total OPEB liability	430,387	57,288	-	487,675	-
Compensated absences	279,303	293,083	292,126	280,260	176,224
<b>Governmental activity long-term liabilities</b>	<b>\$ 14,060,875</b>	<b>725,025</b>	<b>934,930</b>	<b>13,850,970</b>	<b>824,775</b>
<b>Business-type activities:</b>					
Notes from direct borrowing	\$ 224,580	2,000,000	77,511	2,147,069	154,868
Net pension liability	177,102	75,289	-	252,391	-
Compensated absences	41,928	116,327	116,186	42,069	42,069
<b>Business-type activity long-term liabilities</b>	<b>\$ 443,610</b>	<b>2,191,616</b>	<b>193,697</b>	<b>2,441,529</b>	<b>196,937</b>

All governmental activities long-term liability requirements are paid by the General Fund. Business-type long-term liabilities paid by the Sewer Department, Cape Porpoise Pier, and Dock Square Parking Lot Funds.

**TOWN OF KENNEBUNKPORT, MAINE**  
**Notes to Basic Financial Statements, Continued**

**LONG-TERM DEBT**

Bonds payable and notes from direct borrowing at June 30, 2021 are comprised of the following:

**Bonds Payable**

	Amount <u>issued</u>	Date of <u>issue</u>	Date of <u>maturity</u>	Interest <u>rate</u>	<u>Balance</u>
<u>Governmental activities:</u>					
Police station addition	\$ 400,000	9/2/16	2027	2.25%	250,742
Recreation building	450,000	6/20/18	2028	3.27%	315,000
Seawall and village parcel	2,255,000	5/1/19	2040	3.00-5.00%	2,080,000
Village parcel	8,500,000	5/1/19	2025	3.25-4.00%	8,210,000
<b>Total governmental activities bonds payable</b>					<b>10,855,742</b>

**Notes from Direct Borrowings**

<u>Governmental activities:</u>					
Copiers	\$ 32,701	7/1/19	2024	3.95%	18,167
<b>Total governmental activities notes payable</b>					<b>18,167</b>
<u>Business-type activities:</u>					
Sewer expansion	1,000,000	11/13/03	2024	2.25%	169,373
Sewer upgrades	1,700,000	1/4/21	2041	1.00%	1,700,000
Sewer upgrades	300,000	1/4/21	2041	1.00%	277,696
<b>Total business-type activities notes payable</b>					<b>2,147,069</b>
<b>Total governmental and business-type activities notes payable</b>					<b>\$ 2,165,236</b>

The annual debt service requirements to amortize bonds payable are as follows:

	<u>Governmental Activities</u>		
	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2022	\$ 559,471	369,869	929,340
2023	565,372	346,648	912,020
2024	576,293	323,131	899,424
2025	7,537,226	187,501	7,724,727
2026	258,197	60,477	318,674
2027-2031	774,183	147,906	922,089
2032-2036	325,000	63,375	388,375
2037-2040	260,000	15,600	275,600
<b>Totals</b>	<b>\$ 10,855,742</b>	<b>1,514,507</b>	<b>12,370,249</b>

In accordance with 30 M.R.S.A., Section 5061, as amended, no municipality shall incur debt for specified purposes in excess of certain percentages of state valuation of such municipality. Additionally, no municipality shall incur debt in the aggregate in excess of 15% of its state assessed valuation. At June 30, 2021, the Town's outstanding debt did not exceed these limits.

**TOWN OF KENNEBUNKPORT, MAINE**  
**Notes to Basic Financial Statements, Continued**

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**LONG-TERM DEBT, CONTINUED**

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The annual debt service requirements to amortize notes from direct borrowing are as follows:

	<u>Governmental Activities</u>			<u>Business-type Activities</u>		
	<u>Principal</u>	<u>Interest</u>	<u>Total</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2022	\$ 5,823	717	6,540	154,868	33,461	188,329
2023	6,052	488	6,540	155,355	26,826	182,181
2024	6,292	249	6,541	155,804	25,184	180,988
2025	-	-	-	98,885	22,076	120,961
2026	-	-	-	98,885	21,038	119,923
2027-2031	-	-	-	494,424	89,614	584,038
2032-2036	-	-	-	494,424	63,657	558,081
2037-2041	-	-	-	494,424	37,700	532,124
<b>Totals</b>	<b>\$ 18,167</b>	<b>1,454</b>	<b>19,621</b>	<b>2,147,069</b>	<b>319,556</b>	<b>2,466,625</b>

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**OPERATING LEASES**

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The Town leases buildings to provide facilities for the Fire Department. Total costs for the leases were \$25,309 for the year ended June 30, 2021. The lease term is through June 30, 2024. The first year of the lease, through June 30, 2022 is \$25,309 and will increase by a percentage equal to the consumer price index, but not to exceed 3%, for the two subsequent fiscal years. The future minimum lease payments for this lease is as follows:

<u>Year ending</u> <u>June 30,</u>	<u>Goose Rocks</u> <u>Beach Fire Co.</u>
2022	\$ 25,309
2023	26,068
2024	26,850
<b>Total</b>	<b>\$ 78,227</b>

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**OVERLAPPING DEBT**

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The Town's proportionate share of debt of all local government units which provide services within the Town's boundaries, and which must be borne by properties in the Town, is summarized as follows:

<u>Units</u>	<u>Net debt</u> <u>outstanding</u> <u>June 30, 2021</u>	<u>Percentage</u> <u>applicable</u> <u>to the Town</u>	<u>Town's</u> <u>proportionate</u> <u>share of debt</u>
York County	\$ 900,000	6.40%	57,600
Regional School Unit #21	46,458,500	25.67%	11,925,897

The Town's proportionate share of the County and RSU #21 debt is paid through annual assessments by the respective governmental entities.

**TOWN OF KENNEBUNKPORT, MAINE**  
**Notes to Basic Financial Statements, Continued**

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**RISK MANAGEMENT**

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The Town is exposed to various risks of loss related to torts: theft of, damage to and destruction of assets; errors and omissions; and natural disasters for which the Town either carries commercial insurance, participates in public entity risk pools, or is effectively self-insured. Currently, the Town participates in several public entity and self-insured risk pools sponsored by the Maine Municipal Association (MMA).

Based on the coverage provided by these pools, as well as coverage provided by commercial insurance purchased, the Town is not aware of any material actual or potential claim liabilities, which should be recorded at June 30, 2021. There have been no significant reductions in commercial insurance coverage from the prior year and no settlements have exceeded commercial insurance coverage in any of the past three years.

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**NET POSITION**

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Net position represents the difference between assets and liabilities. Net investment in capital assets consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of bonds and capital leases payable and adding back any unspent proceeds. Net position is reported as restricted when there are limitations imposed on their use either through the enabling legislations adopted by the Town or through external restrictions imposed by creditors, grantors or laws or regulations of other governments. The Town's net investment in capital assets was calculated as follows at June 30, 2021:

	<u>Governmental activities</u>	<u>Business-type activities</u>
Capital assets	\$ 35,329,824	20,650,569
Accumulated depreciation	(8,184,480)	(12,113,398)
Bonds and notes payable	(10,855,742)	(2,147,069)
Premium on bonds	(374,086)	-
Unspent proceeds	82,778	436,074
<b>Total net investment in capital assets</b>	<b>\$ 15,998,294</b>	<b>6,826,176</b>

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**FUND BALANCE**

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The General Fund unassigned fund balance total of \$5,169,174 represents fund balance that has not been assigned to other funds and that has not been restricted, committed, or assigned to specific purposes within the General Fund.

As of June 30, 2021, other fund balance components consisted of the following:

	<u>Nonspendable</u>	<u>Restricted</u>	<u>Committed</u>	<u>Assigned</u>
General Fund:				
Inventory and prepaid	\$ 7,610	-	-	-
Carryforward balances	-	-	737,613	-
Subsequent year's expenditures	-	-	-	225,000
Total general fund	7,610	-	737,613	225,000

**TOWN OF KENNEBUNKPORT, MAINE**  
**Notes to Basic Financial Statements, Continued**

**FUND BALANCE, CONTINUED**

	<u>Nonspendable</u>	<u>Restricted</u>	<u>Committed</u>	<u>Assigned</u>
<b>Other Governmental Funds:</b>				
<b>Special Revenue Funds:</b>				
Piers, Rivers, & Harbors	\$ -	-	453,012	-
350 <sup>th</sup> Anniversary	-	-	245	-
Reserve Open Space	-	-	99,205	-
Revaluation	-	-	52,678	-
Drug Forfeiture	-	-	412	-
Recreation and Special Events	-	-	138,435	-
Scholarships	-	-	20,668	-
<b>Capital Projects Funds:</b>				
Ocean Ave Seawall	-	-	10,809	-
Fire PPE	-	-	21,225	-
Fire Radios	-	-	30,786	-
Fire Vehicle	-	-	19,452	-
Fire Equipment	-	-	101,470	-
Sidewalks	-	-	9,743	-
General Capital Projects	-	-	6,988	-
Fire Port Village	-	-	14,500	-
Highway Vehicles and Equipment	-	-	112,960	-
Administrative Projects	-	-	50,274	-
Fire Apparatus	-	-	578,642	-
Garage Roof	-	-	202	-
S-Brook Drainage	-	-	740	-
Road Improvement	-	-	47,614	-
General Capital Improvements	-	-	469,266	-
Communications Radios	-	-	250,000	-
Village Parcel	-	-	102,778	-
Recreation Capital	-	-	68,319	-
<b>Permanent Funds:</b>				
Kittredge Trust	688,206	364,726	-	-
Picavet Trust	454,091	338,461	-	-
<b>Total other governmental funds</b>	<b>1,142,297</b>	<b>703,187</b>	<b>2,660,423</b>	<b>-</b>
<b>Grand totals</b>	<b>\$ 1,149,907</b>	<b>703,187</b>	<b>3,398,036</b>	<b>225,000</b>

**TOWN OF KENNEBUNKPORT, MAINE**  
**Notes to Basic Financial Statements, Continued**

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**FUND BALANCE, CONTINUED**

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At June 30, 2021 and 2020, fund balances were committed to future periods as follows:

	<u>2021</u>	<u>2020</u>
General Fund:		
Administration	\$ 50,155	11,748
Town clerk	1,200	-
Planning	400	3,530
Police	46,696	16,500
Communications	11,300	-
Fire	9,615	1,840
Public health	13,838	10,614
Shade tree	10,880	13,218
Public works	20,700	21,170
Solid waste	-	1,544
Recreation	-	7,700
Contingency	64,000	40,000
Legal	47,696	68,854
EMA	5,610	4,110
Public works equipment	-	5,000
General assistance donations	19,832	15,314
General assistance fuel	95,182	92,848
General assistance food	18,044	11,544
Nurse general donation	23,092	8,277
Employee separation	84,594	84,937
Cemetery	300	300
Local circuit breaker program	10,086	13,867
Parsons Way bench	9,729	9,729
Police donations	500	-
Goose Rocks Beach Advisory Committee	129,220	118,010
Debt recreation	9,188	9,188
Debt police	45,192	45,192
Community development	10,564	21,874
<b>Total General Fund committed fund balance</b>	<b>\$ 737,613</b>	<b>636,908</b>

**TOWN OF KENNEBUNKPORT, MAINE**  
**Notes to Basic Financial Statements, Continued**

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**NET PENSION LIABILITY**

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***General Information about the Pension Plan***

**Plan Description** - Employees of the Town are provided with pensions through the Maine Public Employees Retirement System Consolidated Plan for Local Participating Districts (PLD Plan), a cost-sharing multiple-employer defined benefit pension plan, administered by the Maine Public Employees Retirement System (MPERS). Benefit terms are established in Maine statute; in the case of the PLD Plan, an advisory group, also established by statute, reviews the terms of the plan and periodically makes recommendations to the Maine State Legislature to amend the terms. MPERS issues a publicly available financial report that can be obtained at [www.maineopers.org](http://www.maineopers.org).

**Benefits Provided** - The PLD Plan provides defined retirement benefits based on members' average final compensation and service credit earned as of retirement. Vesting (i.e., eligibility for benefits upon reaching qualification) occurs upon the earning of five years of service credit. In some cases, vesting occurs on the earning of one year of service credit immediately preceding retirement at or after normal retirement age. Normal retirement age is 60 (65 for new members to the PLD Plan on or after July 1, 2014). The monthly benefit of members who retire before normal retirement age by virtue of having at least 25 years of service credit is reduced by a statutorily prescribed factor for each year of age that a member is below her/his normal retirement age at retirement. MPERS also provides disability and death benefits, which are established by contract under applicable statutory provisions.

**Contributions** - Employee contribution rates are defined by law or Board rule and depend on the terms of the plan under which an employee is covered. Employer contributions are determined by actuarial valuations. Employees are required to contribute 7.35% to 8.8% of their annual pay. The Town's contractually required contribution rate for the year ended June 30, 2021, was 10.1% for the AC plan and 16.0% for the 1C plan of annual payroll, actuarially determined as an amount that, when combined with employee contributions, is expected to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. Contributions to the pension plan from the Town were \$298,001 for governmental activities and \$34,083 for business type activities for the year ended June 30, 2021.

**TOWN OF KENNEBUNKPORT, MAINE**  
**Notes to Basic Financial Statements, Continued**

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**NET PENSION LIABILITY, CONTINUED**

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***Pension Liabilities, Pension Expense, and Deferred Outflows and Deferred Inflows of Resources Related to Pensions***

At June 30, 2021, the Town reported a liability of \$1,835,040 for governmental activities and \$252,391 for business type activities for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2020, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The Town's proportion of the net pension liability was based on a projection of the Town's long-term share of contributions to the pension plan relative to the projected contributions of all participating local districts, actuarially determined. At June 30, 2020, the Town's proportion of the plan's net pension liability was 0.5254%.

For the year ended June 30, 2021, the Town recognized a pension expense of \$363,598 for governmental activities and a pension expense of \$63,558 for business type activities. At June 30, 2021, the Town reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	<u>Governmental Activities</u>		<u>Business-type Activities</u>	
	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Differences between expected and actual experience	\$ 89,942	-	12,370	-
Changes in assumptions	-	-	-	-
Net difference between projected and actual earnings on pension plan investments	119,409	-	16,423	-
Changes in proportion and differences between Town contributions and proportionate share of contributions	4,597	-	632	-
Town contributions subsequent to the measurement date	298,001	-	34,083	-
<b>Total</b>	<b>\$ 511,949</b>	<b>-</b>	<b>63,508</b>	<b>-</b>



**TOWN OF KENNEBUNKPORT, MAINE**  
**Notes to Basic Financial Statements, Continued**

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**NET PENSION LIABILITY, CONTINUED**

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An amount of \$298,001 is reported as deferred outflows of resources in the governmental activities and \$34,083 is reported as deferred outflows of resources in the business type activities related to pensions resulting from Town contributions subsequent to the measurement date and will be recognized as a reduction of the net pension liability in the year ended June 30, 2022. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense (credit) as follows:

	<u>Governmental Activities</u>	<u>Business-type Activities</u>
2022	\$ (58,937)	(8,107)
2023	69,811	9,602
2024	101,425	13,950
2025	101,649	13,980

**Actuarial Assumptions** - The total pension liability in the June 30, 2020 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.75%
Salary Increases	2.75% + merit
Investment return	6.75% per annum, compounded annually
Cost of living benefit increases	1.91% per annum

Mortality rates were based on the RP2014 Total Dataset Healthy Annuitant Mortality Table, for males and females.

The actuarial assumptions used in the June 30, 2020 valuation were based on the results of an actuarial experience study for the period June 30, 2012 to June 30, 2015.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. Best estimates of arithmetic real rates of return for each major asset class included in the pension plan's target asset allocation as of June 30, 2020 are summarized in the following table:

<u>Asset Class</u>	<u>Target Allocation</u>	<u>Long-term Expected Real Rate of Return</u>
Public Equities	30.0%	6.0%
U.S. Government	7.5%	2.3%
Private Equity	15.0%	7.6%
Real Estate	10.0%	5.2%
Infrastructure	10.0%	5.3%
Natural Resources	5.0%	5.0%
Traditional Credit	7.5%	3.0%
Alternative Credit	5.0%	7.2%
Diversifiers	10.0%	5.9%

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**TOWN OF KENNEBUNKPORT, MAINE**  
**Notes to Basic Financial Statements, Continued**

**NET PENSION LIABILITY, CONTINUED**

**Discount Rate** - The discount rate used to measure the total pension liability was 6.75%. The projection of cash flows used to determine the discount rate assumed that employee contributions will be made at the current contribution rate and that contributions from participating local districts will be made at contractually required rates, actuarially determined. Based on these assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

**Sensitivity of the Town's Proportionate Share of the Net Pension Liability to Changes in the Discount Rate** - The following presents the Town's proportionate share of the net pension liability calculated using the discount rate of 6.75%, as well as what the Town's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (5.75%) or 1 percentage-point higher (7.75%) than the current rate:

	1% Decrease <u>(5.75%)</u>	Current Discount Rate <u>(6.75%)</u>	1% Increase <u>(7.75%)</u>
Town's proportionate share of the net pension liability	\$ 4,386,937	2,087,431	205,116

**Pension Plan Fiduciary Net Position** - Detailed information about the pension plan's fiduciary net position is available in the separately issued MPERS financial report.

**Payables to the Pension Plan** - None as of June 30, 2021.

**457 RETIREMENT PLAN**

The Town offers its employees a deferred compensation plan created in accordance with Internal Revenue Code Section 457, through the International City Management Association (ICMA). The plan, available to all Town employees, permits them to defer a portion of their salary until future years. The deferred compensation is not available to employees until termination, retirement, death or unforeseeable emergency. Assets of the plan are automatically placed in trust for the exclusive benefit of participants and their beneficiaries by ICMA. Accordingly, the assets and the liability for the compensation deferred by plan participants, including earnings on plan assets, are not included in the Town's financial statements. The Town's contributions to the plan for the year ended June 30, 2021 were \$91,485.

**TOWN OF KENNEBUNKPORT, MAINE**  
**Notes to Basic Financial Statements, Continued**

**OTHER POSTEMPLOYMENT BENEFITS**

**General Information about the OPEB Plans**

**Plan Description** - The Town sponsors a post-retirement benefit plan providing health insurance to retiring employees. The plan is a single-employer defined benefit OPEB plan administered by the Maine Municipal Employees Health Trust (MMEHT). The Board of Selectmen have the authority to establish and amend the benefit terms and financing requirements. No assets are accumulated in a trust that meets the criteria of paragraph 4 of GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*.

**Benefits Provided** - MMEHT provides healthcare and life insurance benefits for retirees and their dependents. Town employees over the age of 55 with 5 years of continuous service are allowed to participate in the plan. Retirees that are designated in a plan pay 100% of the single coverage premium and 100% of the family coverage premium. For those Town employees eligible for Medicare (post-65 Retiree Plan), the plan is offered in conjunction with Medicare Parts A and B and the Companion Plan B.

*Employees Covered by Benefit Terms* – At January 1, 2020, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries currently receiving benefits	3
Inactive employee entitled to but not yet receiving benefits	-
Active employees	42
Total	45

**OPEB Liabilities, OPEB Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB**

The Town's total OPEB liability of \$430,387 was measured as of January 1, 2021, and was determined by an actuarial valuation as of January 1, 2020.

*Changes in the Total OPEB Liability*

Balance at June 30, 2020	\$ 430,387
Changes for the year:	
Service cost	21,812
Interest	12,298
Changes of benefit terms	-
Differences between expected and actual experience	-
Changes in assumptions or other inputs	29,982
Benefit payments	(6,804)
Net changes	57,288
Balance at June 30, 2021	\$ 487,675

Change in assumptions reflects a change in the discount rate from 2.74% to 2.12%.

**TOWN OF KENNEBUNKPORT, MAINE**  
**Notes to Basic Financial Statements, Continued**

**OTHER POSTEMPLOYMENT BENEFITS, CONTINUED**

For the year ended June 30, 2021, the Town recognized OPEB expense of \$38,724. At June 30, 2021, The Town reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 23,115	-
Changes of assumption or other inputs	83,917	-
Contributions subsequent to the measurement date	10,842	-
Total	\$ 117,874	-

An amount of \$10,842 is reported as deferred outflows of resources related to OPEB resulting from Town contributions subsequent to the measurement date and will be recognized as a reduction of the total OPEB liability in the year ended June 30, 2022. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Year ended June 30:	
2022	\$ 22,914
2023	22,914
2024	22,910
2025	8,266
2026	13,139
Thereafter	16,889

**Actuarial Assumptions** - The total OPEB liability in the January 1, 2020 actuarial valuation for the Health Plan was determined using the following assumptions and other inputs, applied to all periods included in the measurement, unless otherwise specified:

Inflation	2.00% per year
Salary increases	2.75% per year
Discount rate	2.12% per annum
Healthcare cost trend rates	8.55% for 2020, decreasing to 3.28% for 2040
Retirees' share of the benefit related costs	100% of projected health insurance premiums

Mortality rates were based on the RP2014 Total Dataset Healthy Annuity Mortality Table, for males and females.

**TOWN OF KENNEBUNKPORT, MAINE**  
**Notes to Basic Financial Statements, Continued**

**OTHER POSTEMPLOYMENT BENEFITS, CONTINUED**

The actuarial assumptions used in the January 1, 2020 valuation were based on the results of an actuarial experience study for the period June 30, 2012 through June 30, 2015.

**Discount Rate** - The rate used to measure the total OPEB liability was 2.12% per annum. Since the plan is pay as you go and is not funded, the discount rate will be based on a 20-year tax-exempt general obligation municipal bond index. The rate is assumed to be an index rate for 20-year tax-exempt general obligation municipal bonds with an average rating of AA/Aa or higher, for pay as you go plans.

**Sensitivity of the Total OPEB Liability to Changes in the Discount Rate** - The following presents the Town's total OPEB liability calculated using the discount rate of 2.12%, as well as what the Town's total OPEB liability would be if it were calculated using a discount rate that is 1 percentage-point lower (1.12%) or 1 percentage-point higher (3.12%) than the current rate:

	1% Decrease (1.12%)	Discount Rate (2.12%)	1% Increase (3.12%)
Total OPEB liability	\$ 568,046	487,675	422,294

**Sensitivity of the Total OPEB Liability to Changes in the Healthcare Cost Trend Rates** - The following presents the Town's total OPEB liability calculated using the healthcare cost trend rates, as well as what the Town's total OPEB liability would be if it were calculated using healthcare cost trend rates that are 1 percentage-point lower or 1 percentage-point higher than the current healthcare cost trend rates:

	1% Decrease	Healthcare Cost Trend Rates	1% Increase
Total OPEB liability	\$ 417,197	487,675	576,554

**TOWN OF KENNEBUNKPORT, MAINE**  
Required Supplementary Information

**Schedule of Town's Proportionate Share of the Net Pension Liability**  
**Maine Public Employees Retirement System Consolidated Plan**  
Last 10 Fiscal Years\*

	2021	2020	2019	2018	2017	2016	2015
Town's proportion of the net pension liability	0.5254%	0.5357%	0.5169%	0.5372%	0.5392%	0.5108%	0.5028%
Town's proportionate share of the net pension liability	\$ 2,087,431	1,637,488	1,414,759	2,199,652	2,864,701	1,629,598	773,711
Town's covered payroll	2,823,852	2,717,875	2,517,366	2,530,699	2,451,768	2,349,396	2,234,398
Town's proportionate share of the net pension liability as a percentage of its covered payroll	73.92%	60.25%	56.20%	86.92%	116.84%	69.36%	34.53%
Plan fiduciary net position as a percentage of the total pension liability	88.35%	90.62%	91.14%	86.43%	81.61%	88.27%	94.10%

\* Only seven years of information available.  
The amounts presented for each fiscal year were determined as of the prior fiscal year.

**Schedule of Town Contributions**  
**Maine Public Employees Retirement System Consolidated Plan**  
Last 10 Fiscal Years\*

	2021	2020	2019	2018	2017	2016	2015	2014
Contractually required contribution	\$ 332,084	339,371	327,098	287,653	275,390	252,997	208,757	168,733
Contributions in relation to the contractually required contribution	(332,084)	(339,371)	(327,098)	(287,653)	(275,390)	(252,997)	(208,757)	(168,733)
<b>Contribution deficiency (excess)</b>	<b>\$ -</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
Town's covered payroll	\$ 2,796,737	2,823,852	2,717,875	2,517,366	2,530,699	2,451,768	2,349,396	2,234,398
Contributions as a percentage of covered payroll	11.87%	12.02%	12.04%	11.43%	10.88%	10.32%	8.89%	7.55%

\* Only eight years of information available.

**TOWN OF KENNEBUNKPORT, MAINE**  
**Required Supplementary Information, Continued**

**Schedule of Changes in the Town's Total OPEB Liability and Related Ratios**  
 Last 10 Fiscal Years\*

	2021	2020	2019	2018
<b>Total OPEB Liability</b>				
Service cost	\$ 21,812	13,635	15,238	13,077
Interest	12,298	14,550	12,840	9,543
Changes of benefit terms	-	(8,627)	-	-
Differences between expected and actual experience	-	(10,207)	-	71,798
Changes of assumptions or other inputs	29,982	85,339	(34,099)	30,720
Benefit payments	(6,804)	(10,980)	(10,558)	(2,493)
Net change in total OPEB Liability	57,288	83,710	(16,579)	122,645
Total OPEB liability - beginning	430,387	346,677	363,256	240,611
<b>Total OPEB liability - ending</b>	<b>\$ 487,675</b>	<b>430,387</b>	<b>346,677</b>	<b>363,256</b>
Covered-employee payroll	\$ 2,652,321	2,652,321	2,130,553	2,130,553
Total OPEB liability as a percent of covered-employee payroll	18.4%	16.2%	16.3%	17.0%

\* Only four years of information available.

**TOWN OF KENNEBUNKPORT, MAINE**  
**Notes to Required Supplementary Information**

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**Net Pension Liability**

**Changes of Benefit Terms** - None

**Changes of Assumptions** - The following are changes in actuarial assumptions used in the valuations:

	<u>2020</u>	<u>2018</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>
Discount rate	6.75%	6.75%	6.875%	7.125%	7.25%
Inflation rate	2.75%	2.75%	2.75%	3.50%	3.50%
Salary increases	2.75% + merit	2.75% - 9.0%	2.75% - 9.0%	3.5% - 13.5%	3.5% - 13.5%
Cost of living increases	1.91%	1.91%	2.20%	2.55%	3.12%

Mortality rates:

In 2015, mortality rates were based on the RP2000 Combined Mortality Table projected forward to 2015 using Scale AA. In 2016 and going forward, mortality rates were based on the RP2014 Total Data Set Healthy Annuitant Mortality Table.

**Total OPEB Liability**

**Changes of Benefit Terms** -In the 2020 valuation, the elimination of the ACA's Cadillac tax shows up in changes of benefits.

**Changes of Assumptions** - Changes of assumptions and other inputs reflects the changes in the discount rate each period. The following are the discount rates used in each period:

	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>
Discount rate	2.12%	2.74%	4.10%	3.44%	3.78%

Additionally, the valuation method was changed from the Projected Unit Credit funding method in 2017 to the Entry Age Normal funding method in 2018.

*\* This schedule is intended to show information for ten years, but only the years in which changes occurred have been displayed. Additional years' information will be displayed as it becomes available.*



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## **GENERAL FUND**

The General Fund is the general operating fund of the Town. All general tax revenues and other receipts that are not allocated by law or contractual agreement to another fund are accounted for in this fund. The fund pays general operating expenditures, fixed charges, and capital improvement costs which are not paid through other funds.

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**TOWN OF KENNEBUNKPORT, MAINE**  
**General Fund**  
**Comparative Balance Sheets**  
**June 30, 2021 and 2020**

	2021	2020
<b>ASSETS</b>		
Cash and cash equivalents	\$ 10,130,488	8,337,786
Receivables:		
Accounts, net of allowance of \$0 and \$4,845, respectively	114,080	69,704
Due from other governments	34,061	85,089
Taxes receivable - current year	132,093	194,692
Taxes receivable - prior year	4,424	2,343
Tax liens receivable	38,608	62,514
Prepays	1,275	214
Inventory	6,335	2,392
<b>Total assets</b>	<b>10,461,364</b>	<b>8,754,734</b>
<b>LIABILITIES</b>		
Accounts payable and payroll withholdings	81,601	101,807
Accrued wages	108,051	102,025
Other liabilities	418,968	104,245
Interfund loans payable	3,577,347	3,068,737
<b>Total liabilities</b>	<b>4,185,967</b>	<b>3,376,814</b>
<b>DEFERRED INFLOWS OF RESOURCES</b>		
Unavailable revenue - property taxes	136,000	186,623
<b>Total deferred inflows of resources</b>	<b>136,000</b>	<b>186,623</b>
<b>FUND BALANCES</b>		
Nonspendable	7,610	2,606
Committed	737,613	636,908
Assigned	225,000	631,480
Unassigned	5,169,174	3,920,303
<b>Total fund balances</b>	<b>6,139,397</b>	<b>5,191,297</b>
<b>Total liabilities, deferred inflows of resources, and fund balances</b>	<b>\$ 10,461,364</b>	<b>8,754,734</b>

**TOWN OF KENNEBUNKPORT, MAINE**  
**General Fund**  
**Statement of Revenues, Expenditures, and Changes**  
**in Fund Balance - Budget and Actual**  
**For the year ended June 30, 2021**

(with comparative actual amounts for the year ended June 30, 2020)

	2021		Variance positive (negative)	2020 Actual
	Budget	Actual		
<b>Revenues:</b>				
<b>Taxes:</b>				
Property taxes	\$ 19,004,109	19,007,944	3,835	18,745,020
Change in unavailable revenue	-	50,623	50,623	(46,874)
Excise taxes	962,600	1,169,421	206,821	1,098,012
Interest and costs on taxes	35,000	43,433	8,433	44,668
<b>Total taxes</b>	<b>20,001,709</b>	<b>20,271,421</b>	<b>269,712</b>	<b>19,840,826</b>
<b>Intergovernmental:</b>				
State Revenue Sharing	75,000	149,009	74,009	107,002
Homestead reimbursement	123,386	123,462	76	89,303
State road assistance	42,000	40,528	(1,472)	43,376
Tree growth	6,000	6,244	244	6,468
Snowmobile reimbursement	-	457	457	510
Veterans reimbursement	2,300	2,322	22	2,461
General assistance	1,000	-	(1,000)	684
Compost grant	-	-	-	6,659
BETE reimbursement	7,417	7,465	48	6,837
MDOT grants	-	-	-	257,455
Rachel Carson	3,500	3,384	(116)	3,601
RSU COPS share	223,485	211,636	(11,849)	208,098
Covid grant	-	86,883	86,883	-
FEMA	-	21,466	21,466	-
Miscellaneous	-	307	307	63
<b>Total intergovernmental</b>	<b>484,088</b>	<b>653,163</b>	<b>169,075</b>	<b>732,517</b>
<b>Licenses and permits:</b>				
Town clerk fees	9,000	8,984	(16)	8,122
Plumbing fees	15,000	23,503	8,503	21,770
Building permits	250,000	541,930	291,930	374,546
Liquor license	4,450	4,350	(100)	6,435
Victualers license	5,000	5,700	700	6,050
Shellfish license	900	1,275	375	1,025
<b>Total licenses and permits</b>	<b>284,350</b>	<b>585,742</b>	<b>301,392</b>	<b>417,948</b>

**TOWN OF KENNEBUNKPORT, MAINE**  
**General Fund**  
**Statement of Revenues, Expenditures, and Changes**  
**in Fund Balance - Budget and Actual, Continued**

	2021		Variance positive (negative)	2020 Actual
	Budget	Actual		
Revenues, continued:				
Charges for services:				
Dogs fees	\$ 4,000	2,792	(1,208)	3,044
Agent fees	13,000	15,757	2,757	13,615
Planning board/appeals board	10,700	24,539	13,839	16,504
Parking tickets	25,000	56,236	31,236	70,585
Police other	9,000	5,156	(3,844)	11,903
Goose Rocks	112,500	226,119	113,619	173,872
Nurses fees	200	3,840	3,640	27
Miscellaneous	-	1,871	1,871	190
Total charges for services	174,400	336,310	161,910	289,740
Interest earned	30,000	70,344	40,344	167,924
Total interest earned	30,000	70,344	40,344	167,924
Other revenue:				
Donations	-	17,527	17,527	16,523
Sale of Town assets	-	507	507	-
Conservation	10,000	10,000	-	10,000
Miscellaneous	12,500	26,306	13,806	10,700
Total other revenue	22,500	54,340	31,840	37,223
Total revenues	20,997,047	21,971,320	974,273	21,486,178

**TOWN OF KENNEBUNKPORT, MAINE**  
**General Fund**  
**Statement of Revenues, Expenditures, and Changes**  
**in Fund Balance - Budget and Actual, Continued**

	2021						2020 Actual
	2020 Carryforward	Original Budget	Budget Adjustments	Total Available	Actual	Variance positive (negative)	
Expenditures:							
Current:							
General government:							
Administration	\$ 11,748	1,079,922	-	1,091,670	1,042,374	49,296	1,000,289
Planning and development	3,530	469,930	-	473,460	442,667	30,793	419,068
Boards and committees	-	1,975	-	1,975	516	1,459	967
Growth planning	-	2,500	-	2,500	2,958	(458)	586
Legal fees	-	68,000	-	68,000	68,000	-	110,870
Insurance	-	249,768	-	249,768	220,850	28,918	213,082
Community development	-	29,947	-	29,947	32,788	(2,841)	28,595
Contingency	40,000	45,000	-	85,000	26,370	58,630	83,122
Covid 19	-	-	-	-	61,951	(61,951)	-
Overlay/abatements	-	114,638	-	114,638	3,362	111,276	-
Total general government	55,278	2,061,680	-	2,116,958	1,901,836	215,122	1,856,579
Public safety:							
Police department	16,500	1,783,357	-	1,799,857	1,615,783	184,074	1,738,100
Communications	-	544,428	-	544,428	500,364	44,064	500,907
Fire department	1,840	409,170	-	411,010	376,732	34,278	359,332
KEMS	-	165,000	-	165,000	165,000	-	175,000
EMA	-	1,500	-	1,500	-	1,500	1,115
Special enforcement	-	53,272	-	53,272	49,789	3,483	50,373
Total public safety	18,340	2,956,727	-	2,975,067	2,707,668	267,399	2,824,827
Public works:							
Highway department	21,170	982,632	-	1,003,802	902,852	100,950	920,976
Utilities	-	146,000	-	146,000	138,774	7,226	187,350
Shade tree	13,218	39,218	-	52,436	25,298	27,138	11,477
Street Lights	-	35,500	-	35,500	34,342	1,158	-
Cemetery	-	14,599	-	14,599	13,585	1,014	10,842
Total public works	34,388	1,217,949	-	1,252,337	1,114,851	137,486	1,130,645

**TOWN OF KENNEBUNKPORT, MAINE**  
**General Fund**  
**Statement of Revenues, Expenditures, and Changes**  
**in Fund Balance - Budget and Actual, Continued**

	2021						2020 Actual
	2020 Carryforward	Original Budget	Budget Adjustments	Total Available	Actual	Variance positive (negative)	
Expenditures, continued							
Current, continued:							
Health and welfare:							
Solid waste	\$ 1,544	511,823	-	513,367	462,913	50,454	453,313
Health	10,614	160,725	-	171,339	132,895	38,444	160,703
Welfare	-	3,335	-	3,335	25	3,310	1,224
Social services	-	23,868	-	23,868	23,118	750	22,400
Other services	-	37,002	-	37,002	31,585	5,417	29,660
General assistance donations	-	-	-	-	3,674	(3,674)	-
Total health and welfare	12,158	736,753	-	748,911	654,210	94,701	667,300
Recreation and culture:							
Recreation	7,700	291,401	-	299,101	256,516	42,585	274,999
Graves library	-	155,000	-	155,000	155,000	-	155,000
Cape Porpoise	-	14,550	-	14,550	14,550	-	13,950
Parsons Way	-	3,500	-	3,500	3,715	(215)	3,715
Miscellaneous agencies	-	10,663	-	10,663	6,031	4,632	10,536
Goose Rocks Beach Committee	-	46,000	-	46,000	34,790	11,210	36,958
Total recreation and culture	7,700	521,114	-	528,814	470,602	58,212	495,158
Education	-	11,447,719	-	11,447,719	11,447,719	-	11,249,250
County tax	-	1,150,725	-	1,150,725	1,150,725	-	1,143,776
Debt service:							
Principal	-	548,573	-	548,573	548,534	39	82,695
Interest	-	393,366	-	393,366	392,930	436	372,514
Total debt service	-	941,939	-	941,939	941,464	475	455,209



**TOWN OF KENNEBUNKPORT, MAINE**  
**General Fund**  
**Statement of Revenues, Expenditures, and Changes**  
**in Fund Balance - Budget and Actual, Continued**

	2021						2020 Actual
	2020 Carryforward	Original Budget	Budget Adjustments	Total Available	Actual	Variance positive (negative)	
Expenditures, continued:							
Capital improvements and reserves:							
Committed:							
Administration	\$ -	-	-	-	-	-	6,785
Cemetery	300	-	-	300	-	300	-
Community Development	21,874	-	-	21,874	11,310	10,564	105
Debt Recreation building	9,188	-	-	9,188	-	9,188	-
Debt Police building	45,192	-	-	45,192	-	45,192	-
EMA	4,110	-	-	4,110	-	4,110	-
Employee separation	84,937	-	-	84,937	-	84,937	-
FEMA maps	-	-	-	-	-	-	100
Garden Area	-	-	-	-	-	-	1,000
General assistance donations	15,314	-	-	15,314	-	15,314	466
General assistance food	11,544	-	-	11,544	-	11,544	177
General assistance fuel	92,848	-	-	92,848	-	92,848	4,292
Goose Rocks Beach Advisory Committee	118,010	-	-	118,010	-	118,010	-
Legal	68,854	-	-	68,854	21,158	47,696	-
Local Circuit Breaker	13,867	-	-	13,867	3,781	10,086	3,416
Nurse general donation	8,277	-	-	8,277	60	8,217	2,326
Parsons Way bench	9,729	-	-	9,729	-	9,729	-
Police donations	-	-	-	-	-	-	1,174
Public works equipment	5,000	-	-	5,000	5,000	-	-
Total capital improvements and reserves	509,044	-	-	509,044	41,309	467,735	19,841
Total expenditures	636,908	21,034,606	-	21,671,514	20,430,384	1,241,130	19,842,585
Excess (deficiency) of revenues over (under) expenditures	(636,908)	(37,559)	-	(674,467)	1,540,936	2,215,403	1,643,593

**TOWN OF KENNEBUNKPORT, MAINE**  
**General Fund**  
**Statement of Revenues, Expenditures, and Changes**  
**in Fund Balance - Budget and Actual, Continued**

	2021						
	2020 Carryforward	Original Budget	Budget Adjustments	Total Available	Actual	Variance positive (negative)	2020 Actual
Other financing sources (uses):							
Transfers from (to) other funds:							
Administration	\$ -	-	-	-	-	-	(130,000)
Revaluation	-	-	-	-	-	-	(67,000)
Police	-	(44,314)	-	(44,314)	(44,314)	-	(30,000)
Communications	-	(250,000)	-	(250,000)	(250,000)	-	-
Fire apparatus	-	(120,000)	-	(120,000)	(120,000)	-	(130,000)
Fire equipment	-	-	-	-	-	-	(35,000)
Fire radios	-	-	-	-	-	-	(5,000)
Fire PPE	-	-	-	-	-	-	(18,500)
Highway supplies	-	(15,000)	-	(15,000)	(15,000)	-	(6,000)
Road improvement	-	(230,100)	-	(230,100)	(230,100)	-	(587,600)
Sidewalk	-	(70,000)	-	(70,000)	(70,000)	-	(90,000)
Recreation capital	-	-	-	-	-	-	(10,000)
Piers, rivers, and harbors	-	(300,000)	-	(300,000)	(300,000)	-	(200,000)
Special projects	-	(58,500)	-	(58,500)	(58,500)	-	-
Sewer debt service	-	(35,527)	-	(35,527)	(35,527)	-	(35,642)
Highway vehicle	-	(109,000)	-	(109,000)	(109,000)	-	-
Capital projects	-	-	(10,555)	(10,555)	(10,555)	-	(500,576)
Dock Square parking lot	-	225,000	-	225,000	225,000	-	225,000
Dock Square restrooms	-	30,000	-	30,000	30,000	-	30,000
Special revenues	-	60,000	-	60,000	60,000	-	80,000
Capital projects	-	325,000	-	325,000	325,000	-	100,000
Sewer	-	30,000	-	30,000	30,000	-	30,000
Macomber	-	-	-	-	-	-	707
Utilization of unassigned fund balance	-	600,000	10,555	610,555	-	(610,555)	-
Utilization of committed fund balance	636,908	-	-	636,908	-	(636,908)	-
Total other financing sources (uses)	636,908	37,559	-	674,467	(572,996)	(1,247,463)	(1,379,611)
Net change in fund balance - budgetary basis	-	-	-	-	967,940	967,940	263,982
Reconciliation to GAAP basis:							
Change in encumbrance balance					(19,840)		(2,710)
Net change in fund balance - GAAP basis					948,100		261,272
Fund balance, beginning of year					5,191,297		4,930,025
<b>Fund balance, end of year</b>	<b>\$</b>				<b>6,139,397</b>		<b>5,191,297</b>

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**ALL OTHER GOVERNMENTAL FUNDS**

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**TOWN OF KENNEBUNKPORT, MAINE**  
**All Other Governmental Funds**  
**Combining Balance Sheet**  
**June 30, 2021**

	Special Revenue Funds	Capital Projects Funds	Permanent Funds	Total Other Governmental Funds
<b>ASSETS</b>				
Cash and cash equivalents	\$ -	-	167,511	167,511
Investments	-	-	1,667,412	1,667,412
Accounts receivable	6,650	-	-	6,650
Interfund loans receivable	769,670	1,898,324	10,561	2,678,555
<b>Total assets</b>	<b>776,320</b>	<b>1,898,324</b>	<b>1,845,484</b>	<b>4,520,128</b>
<b>LIABILITIES AND FUND BALANCES</b>				
Liabilities:				
Accounts payable	2,868	2,556	-	5,424
Accrued wages	8,797	-	-	8,797
<b>Total liabilities</b>	<b>11,665</b>	<b>2,556</b>	<b>-</b>	<b>14,221</b>
Fund balances:				
Nonspendable	-	-	1,142,297	1,142,297
Restricted	-	-	703,187	703,187
Committed	764,655	1,895,768	-	2,660,423
<b>Total fund balances</b>	<b>764,655</b>	<b>1,895,768</b>	<b>1,845,484</b>	<b>4,505,907</b>
<b>Total liabilities and fund balances</b>	<b>\$ 776,320</b>	<b>1,898,324</b>	<b>1,845,484</b>	<b>4,520,128</b>

**TOWN OF KENNEBUNKPORT, MAINE**  
**All Other Governmental Funds**  
**Combining Statement of Revenues, Expenditures and Changes in Fund Balances**  
**For the year ended June 30, 2021**

	Special Revenue Funds	Capital Projects Funds	Permanent Funds	Total Other Governmental Funds
<b>Revenues:</b>				
Charges for services	\$ 267,134	-	-	267,134
Other revenues	12,926	-	-	12,926
Investment income (loss)	-	-	414,036	414,036
<b>Total revenues</b>	<b>280,060</b>	<b>-</b>	<b>414,036</b>	<b>694,096</b>
<b>Expenditures:</b>				
<b>Current:</b>				
Public safety	-	-	33,951	33,951
Recreation and culture	74,599	-	-	74,599
Capital improvements	-	730,351	-	730,351
<b>Total expenditures</b>	<b>74,599</b>	<b>730,351</b>	<b>33,951</b>	<b>838,901</b>
<b>Excess (deficiency) of revenues over (under) expenditures</b>	<b>205,461</b>	<b>(730,351)</b>	<b>380,085</b>	<b>(144,805)</b>
<b>Other financing sources (uses):</b>				
Transfer from other funds	130,000	927,469	-	1,057,469
Transfer to other funds	-	(325,000)	-	(325,000)
<b>Total other financing sources (uses)</b>	<b>130,000</b>	<b>602,469</b>	<b>-</b>	<b>732,469</b>
<b>Net change in fund balances</b>	<b>335,461</b>	<b>(127,882)</b>	<b>380,085</b>	<b>587,664</b>
<b>Fund balances, beginning of year</b>	<b>429,194</b>	<b>2,023,650</b>	<b>1,465,399</b>	<b>3,918,243</b>
<b>Fund balances, end of year</b>	<b>\$ 764,655</b>	<b>1,895,768</b>	<b>1,845,484</b>	<b>4,505,907</b>

## **NONMAJOR SPECIAL REVENUE FUNDS**



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**TOWN OF KENNEBUNKPORT, MAINE**  
**Nonmajor Special Revenue Funds**  
**Combining Balance Sheet**

June 30, 2021

Exhibit C-1

	Piers, Rivers & Harbors	350th Anniversary	Reserve Open Space	Revaluation	Maine Drug Forfeiture	Recreation	Special Events	Scholarships	Totals
<b>ASSETS</b>									
Accounts receivable	\$ -	-	-	-	-	6,650	-	-	6,650
Interfund loans receivable	453,012	245	99,205	52,678	412	129,391	14,059	20,668	769,670
<b>Total assets</b>	<b>453,012</b>	<b>245</b>	<b>99,205</b>	<b>52,678</b>	<b>412</b>	<b>136,041</b>	<b>14,059</b>	<b>20,668</b>	<b>776,320</b>
<b>LIABILITIES AND FUND BALANCES</b>									
Liabilities:									
Accounts payable	-	-	-	-	-	2,868	-	-	2,868
Accrued wages	-	-	-	-	-	8,797	-	-	8,797
<b>Total liabilities</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>11,665</b>	<b>-</b>	<b>-</b>	<b>11,665</b>
Fund balances:									
Committed	453,012	245	99,205	52,678	412	124,376	14,059	20,668	764,655
<b>Total fund balances</b>	<b>453,012</b>	<b>245</b>	<b>99,205</b>	<b>52,678</b>	<b>412</b>	<b>124,376</b>	<b>14,059</b>	<b>20,668</b>	<b>764,655</b>
<b>Total liabilities and fund balances</b>	<b>\$ 453,012</b>	<b>245</b>	<b>99,205</b>	<b>52,678</b>	<b>412</b>	<b>136,041</b>	<b>14,059</b>	<b>20,668</b>	<b>776,320</b>

**TOWN OF KENNEBUNKPORT, MAINE**  
**Nonmajor Special Revenue Funds**  
**Combining Statement of Revenues, Expenditures and Changes in Fund Balances**  
**For the year ended June 30, 2021**

	Piers, Rivers & Harbors	350th Anniversary	Reserve Open Space	Revaluation	Maine Drug Forfeiture	Recreation	Special Events	Scholarships	Totals
<b>Revenues:</b>									
Charges for services	\$ 7,674	-	-	-	-	259,460	-	-	267,134
Other revenues	-	19	-	-	-	1,724	-	11,183	12,926
<b>Total revenues</b>	<b>7,674</b>	<b>19</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>261,184</b>	<b>-</b>	<b>11,183</b>	<b>280,060</b>
<b>Expenditures:</b>									
<b>Current:</b>									
Recreation and culture	-	-	-	-	-	74,599	-	-	74,599
Total expenditures	-	-	-	-	-	74,599	-	-	74,599
Excess (deficiency) of revenues over (under) expenditures	7,674	19	-	-	-	186,585	-	11,183	205,461
<b>Other financing sources (uses):</b>									
Transfer (to) from other funds	210,000	-	(20,000)	-	-	(60,000)	-	-	130,000
Total other financing sources (uses)	210,000	-	(20,000)	-	-	(60,000)	-	-	130,000
Net change in fund balances	217,674	19	(20,000)	-	-	126,585	-	11,183	335,461
Fund balances (deficit), beginning of year	235,338	226	119,205	52,678	412	(2,209)	14,059	9,485	429,194
<b>Fund balances, end of year</b>	<b>\$ 453,012</b>	<b>245</b>	<b>99,205</b>	<b>52,678</b>	<b>412</b>	<b>124,376</b>	<b>14,059</b>	<b>20,668</b>	<b>764,655</b>

## **NONMAJOR CAPITAL PROJECTS FUNDS**

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TOWN OF KENNEBUNKPORT, MAINE  
 Nonmajor Capital Projects Funds  
 Combining Balance Sheet  
 June 30, 2021

	Ocean Ave Seawall	Fire PPE	Fire Radios	Fire Vehicle	Fire Equipment	Sidewalks	General Cap. Projects	Police Equipment	Fire Port Village	Street Lights	Highway Vehicles	Highway Equipment
<b>ASSETS</b>												
Interfund loans receivable	\$ 10,889	21,225	30,786	19,452	101,470	12,219	6,988	-	14,500	-	110,785	2,175
<b>Total assets</b>	<b>10,889</b>	<b>21,225</b>	<b>30,786</b>	<b>19,452</b>	<b>101,470</b>	<b>12,219</b>	<b>6,988</b>	<b>-</b>	<b>14,500</b>	<b>-</b>	<b>110,785</b>	<b>2,175</b>
<b>LIABILITIES AND FUND BALANCES</b>												
Liabilities:												
Accounts payable	80	-	-	-	-	2,476	-	-	-	-	-	-
<b>Total liabilities</b>	<b>80</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>2,476</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
Fund balances:												
Committed	10,809	21,225	30,786	19,452	101,470	9,743	6,988	-	14,500	-	110,785	2,175
<b>Total fund balances</b>	<b>10,809</b>	<b>21,225</b>	<b>30,786</b>	<b>19,452</b>	<b>101,470</b>	<b>9,743</b>	<b>6,988</b>	<b>-</b>	<b>14,500</b>	<b>-</b>	<b>110,785</b>	<b>2,175</b>
<b>Total liabilities and fund balances \$</b>	<b>10,889</b>	<b>21,225</b>	<b>30,786</b>	<b>19,452</b>	<b>101,470</b>	<b>12,219</b>	<b>6,988</b>	<b>-</b>	<b>14,500</b>	<b>-</b>	<b>110,785</b>	<b>2,175</b>

TOWN OF KENNEBUNKPORT, MAINE  
 Nonmajor Capital Projects Funds  
 Combining Balance Sheet  
 June 30, 2021

Exhibit D-1, Cont.

	Police Vehicle	Admin. Projects	Fire Apparatus	Garage Roof	S Brook Drainage	Road Improvement	Gen Capital Improvement	Communications Radios	Village Parcel	Recreation Capital	Totals
<b>ASSETS</b>											
Interfund loans receivable	\$ -	50,274	578,642	202	740	47,614	469,266	250,000	102,778	68,319	1,898,324
<b>Total assets</b>	-	<b>50,274</b>	<b>578,642</b>	<b>202</b>	<b>740</b>	<b>47,614</b>	<b>469,266</b>	<b>250,000</b>	<b>102,778</b>	<b>68,319</b>	<b>1,898,324</b>
<b>LIABILITIES AND FUND BALANCES</b>											
Liabilities:											
Accounts payable	-	-	-	-	-	-	-	-	-	-	2,556
<b>Total liabilities</b>	-	-	-	-	-	-	-	-	-	-	<b>2,556</b>
Fund balances:											
Committed	-	50,274	578,642	202	740	47,614	469,266	250,000	102,778	68,319	1,895,768
<b>Total fund balances</b>	-	<b>50,274</b>	<b>578,642</b>	<b>202</b>	<b>740</b>	<b>47,614</b>	<b>469,266</b>	<b>250,000</b>	<b>102,778</b>	<b>68,319</b>	<b>1,895,768</b>
<b>Total liabilities and fund balances</b>	<b>\$ -</b>	<b>50,274</b>	<b>578,642</b>	<b>202</b>	<b>740</b>	<b>47,614</b>	<b>469,266</b>	<b>250,000</b>	<b>102,778</b>	<b>68,319</b>	<b>1,898,324</b>

**TOWN OF KENNEBUNKPORT, MAINE**  
**Nonmajor Capital Projects Funds**  
**Combining Statement of Revenues, Expenditures and Changes in Fund Balances**  
**For the year ended June 30, 2021**

	Ocean Ave Seawall	Fire PPE	Fire Radios	Fire Vehicle	Fire Equipment	Sidewalks	General Cap. Projects	Police Equipment	Fire Port Village	Street Lights	Highway Vehicle	Highway Equipment
Revenues:												
Other revenues	\$ -	-	-	-	-	-	-	-	-	-	-	-
Total revenues	-	-	-	-	-	-	-	-	-	-	-	-
Expenditures:												
Capital improvements	52,408	18,139	-	-	-	195,300	-	13,314	-	58,500	13,054	12,825
Total expenditures	52,408	18,139	-	-	-	195,300	-	13,314	-	58,500	13,054	12,825
Excess (deficiency) of revenues over (under) expenditures	(52,408)	(18,139)	-	-	-	(195,300)	-	(13,314)	-	(58,500)	(13,054)	(12,825)
Other financing sources (uses):												
Transfer from other funds	-	-	-	-	-	70,000	-	13,314	-	58,500	109,000	15,000
Transfer to other funds	-	-	-	-	-	-	-	-	-	-	-	-
Total other financing sources (uses)	-	-	-	-	-	70,000	-	13,314	-	58,500	109,000	15,000
Net change in fund balances	(52,408)	(18,139)	-	-	-	(125,300)	-	-	-	-	95,946	2,175
Fund balances (deficit), beginning of year	63,217	39,364	30,786	19,452	81,470	135,043	6,988	-	14,500	-	14,839	-
<b>Fund balances, end of year</b>	<b>\$ 10,809</b>	<b>21,225</b>	<b>30,786</b>	<b>19,452</b>	<b>101,470</b>	<b>9,743</b>	<b>6,988</b>	<b>-</b>	<b>14,500</b>	<b>-</b>	<b>110,785</b>	<b>2,175</b>



**TOWN OF KENNEBUNKPORT, MAINE**  
**Nonmajor Capital Projects Funds**  
**Combining Statement of Revenues, Expenditures and Changes in Fund Balances**  
**For the year ended June 30, 2021**

	Police Vehicle	Admin. Projects	Fire Apparatus	Garage Roof	S Brook Drainage	Road Improvement	Gen Capital Improvement	Communications Radios	Village Parcel	Recreation Capital	Totals
Revenues:											
Other revenues	\$ -	-	-	-	-	-	-	-	-	-	-
Total revenues	-	-	-	-	-	-	-	-	-	-	-
Expenditures:											
Capital improvements	57,220	27,211	-	-	-	268,119	2,958	-	9,979	1,324	730,351
Total expenditures	57,220	27,211	-	-	-	268,119	2,958	-	9,979	1,324	730,351
Excess (deficiency) of revenues over (under) expenditures	(57,220)	(27,211)	-	-	-	(268,119)	(2,958)	-	(9,979)	(1,324)	(730,351)
Other financing sources (uses):											
Transfer from other funds	31,000	-	100,000	-	-	230,100	10,555	250,000	20,000	-	927,469
Transfer to other funds	-	-	-	-	-	-	(325,000)	-	-	-	(325,000)
Total other financing sources (uses)	31,000	-	100,000	-	-	230,100	(314,445)	250,000	20,000	-	602,469
Net change in fund balances	(26,220)	(27,211)	100,000	-	-	(38,019)	(317,403)	250,000	10,021	(1,324)	(127,882)
Fund balances (deficit), beginning of year	26,220	77,485	478,642	202	740	85,633	786,669	-	92,757	69,643	2,023,650
Fund balances, end of year	\$ -	50,274	578,642	202	740	47,614	469,266	250,000	102,778	68,319	1,895,768

## **NONMAJOR PERMANENT FUNDS**

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**TOWN OF KENNEBUNKPORT, MAINE**  
**Nonmajor Permanent Funds**  
**Combining Balance Sheet**  
**June 30, 2021**

	Kittredge Family Fire Equip. Fund	Picavet Trust	Totals
<b>ASSETS</b>			
Cash and cash equivalents	\$ 95,701	71,810	167,511
Investments	952,610	714,802	1,667,412
Interfund loans receivable	4,621	5,940	10,561
<b>Total assets</b>	<b>1,052,932</b>	<b>792,552</b>	<b>1,845,484</b>
<b>LIABILITIES AND FUND BALANCES</b>			
Liabilities:			
Accounts payable	-	-	-
<b>Total liabilities</b>	<b>-</b>	<b>-</b>	<b>-</b>
Fund balances:			
Nonspendable	688,206	454,091	1,142,297
Restricted	364,726	338,461	703,187
Unassigned	-	-	-
<b>Total fund balances</b>	<b>1,052,932</b>	<b>792,552</b>	<b>1,845,484</b>
<b>Total liabilities and fund balances</b>	<b>\$ 1,052,932</b>	<b>792,552</b>	<b>1,845,484</b>

**TOWN OF KENNEBUNKPORT, MAINE**  
**Nonmajor Permanent Funds**  
**Combining Statement of Revenues, Expenditures and Changes in Fund Balances**  
**For the year ended June 30, 2021**

	Kittredge Family Fire Equip. Fund	Picavet Trust	Totals
<b>Revenues:</b>			
Investment income (loss)	\$ 238,625	175,411	414,036
<b>Total revenues</b>	<b>238,625</b>	<b>175,411</b>	<b>414,036</b>
<b>Expenditures:</b>			
Public safety	33,951	-	33,951
<b>Total expenditures</b>	<b>33,951</b>	<b>-</b>	<b>33,951</b>
Excess (deficiency) of revenues over (under) expenditures	204,674	175,411	380,085
<b>Other financing uses:</b>			
Transfer to other funds	-	-	-
<b>Total other financing uses</b>	<b>-</b>	<b>-</b>	<b>-</b>
Net change in fund balances	204,674	175,411	380,085
Fund balances, beginning of year	848,258	617,141	1,465,399
<b>Fund balances, end of year</b>	<b>\$ 1,052,932</b>	<b>792,552</b>	<b>1,845,484</b>

## **NONMAJOR PROPRIETARY FUNDS**

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**TOWN OF KENNEBUNKPORT, MAINE**  
**Non-major Proprietary Funds**  
**Combining Statement of Net Position**  
**June 30, 2021**

	Cape Porpoise Pier	Dock Square Parking Lot	Government Wharf	Total
<b>ASSETS</b>				
Current assets:				
Cash and cash equivalents	\$ 100	1,700	-	1,800
Accounts receivable	24,286	5,559	-	29,845
Inventory	3,477	-	-	3,477
Interfund loans receivable	-	496,414	4,636	501,050
Total current assets	27,863	503,673	4,636	536,172
Noncurrent assets:				
Property, plant, and equipment	1,509,342	224,968	-	1,734,310
Less accumulated depreciation	(616,412)	(93,917)	-	(710,329)
Total noncurrent assets	892,930	131,051	-	1,023,981
Total assets	920,793	634,724	4,636	1,560,153
<b>DEFERRED OUTFLOWS OF RESOURCES</b>				
Deferred outflows of resources related to pensions	13,128	-	-	13,128
Total deferred outflows of resources	13,128	-	-	13,128
<b>LIABILITIES</b>				
Current liabilities:				
Accounts payable and payroll withholdings	1,994	-	-	1,994
Accrued wages	3,360	3,414	-	6,774
Other liabilities	12,500	-	-	12,500
Interfund loans payable	26,142	-	-	26,142
Accrued compensated absences	3,141	162	-	3,303
Total current liabilities	47,137	3,576	-	50,713
Noncurrent liabilities, long-term portion	52,395	-	-	52,395
Total liabilities	99,532	3,576	-	103,108
<b>NET POSITION</b>				
Net investment in capital assets	892,930	131,051	-	1,023,981
Unrestricted	(58,541)	500,097	4,636	446,192
Total net position	\$ 834,389	631,148	4,636	1,470,173



**TOWN OF KENNEBUNKPORT, MAINE**  
**Non-major Proprietary Funds**  
**Combining Statement of Revenues, Expenses and Changes in Net Position**  
**For the year ended June 30, 2021**

<b>Business-type Activities - Enterprise Funds</b>				
	<b>Cape Porpoise Pier</b>	<b>Dock Square Parking Lot</b>	<b>Government Wharf</b>	<b>Total</b>
<b>Operating revenues:</b>				
Fees	\$ 7,800	420,223	-	428,023
Lease income	40,000	-	-	40,000
Fuel sales	199,321	-	-	199,321
Dues	42,996	-	8,400	51,396
Other income	1,581	-	-	1,581
<b>Total operating revenues</b>	<b>291,698</b>	<b>420,223</b>	<b>8,400</b>	<b>720,321</b>
<b>Operating expenses:</b>				
Wages and benefits	100,477	25,397	-	125,874
Utilities	9,478	8,968	4,241	22,687
Contracted services	8,206	15,110	-	23,316
Insurance	5,627	-	-	5,627
Supplies and equipment	164,672	10,287	-	174,959
Repairs and maintenance	6,221	787	768	7,776
Miscellaneous	1,491	687	46	2,224
Capital related expenses	835	-	3,364	4,199
Depreciation	16,760	14,692	-	31,452
<b>Total operating expenses</b>	<b>313,767</b>	<b>75,928</b>	<b>8,419</b>	<b>398,114</b>
<b>Operating income (loss)</b>	<b>(22,069)</b>	<b>344,295</b>	<b>(19)</b>	<b>322,207</b>
<b>Transfers:</b>				
Transfer (to) from other funds	90,000	(255,000)	-	(165,000)
<b>Total transfers</b>	<b>90,000</b>	<b>(255,000)</b>	<b>-</b>	<b>(165,000)</b>
<b>Change in net position</b>	<b>67,931</b>	<b>89,295</b>	<b>(19)</b>	<b>157,207</b>
<b>Total net position, beginning of year</b>	<b>766,458</b>	<b>541,853</b>	<b>4,655</b>	<b>1,312,966</b>
<b>Total net position, end of year</b>	<b>\$ 834,389</b>	<b>631,148</b>	<b>4,636</b>	<b>1,470,173</b>

**TOWN OF KENNEBUNKPORT, MAINE**  
**Non-major Proprietary Funds**  
**Combining Statement of Cash Flows**  
**For the year ended June 30, 2021**

	Cape Porpoise Pier	Dock Square Parking Lot	Government Wharf	Total
<b>Cash flows from operating activities:</b>				
Receipts from customers and users	\$ 292,662	416,560	8,740	717,962
Payments to suppliers	(188,072)	(36,559)	(8,461)	(233,092)
Payments to employees	(95,001)	(23,036)	-	(118,037)
Net cash provided by (used in) operating activities	9,589	356,965	279	366,833
<b>Cash flows from non-capital financing activities:</b>				
(Increase) decrease in interfund loans receivable	(9,589)	(102,165)	(279)	(112,033)
Transfers (to) from other funds	90,000	(255,000)	-	(165,000)
Net cash provided by (used in) non-capital financing activities	80,411	(357,165)	(279)	(277,033)
<b>Cash flows from capital and related financing activities:</b>				
Purchase of capital assets	(90,000)	-	-	(90,000)
Net cash provided by (used in) capital and related financing activities	(90,000)	-	-	(90,000)
Increase (decrease) in cash	-	(200)	-	(200)
Cash and cash equivalents, beginning of year	100	1,900	-	2,000
<b>Cash and cash equivalents, end of year</b>	<b>\$ 100</b>	<b>1,700</b>	<b>-</b>	<b>1,800</b>
<b>Reconciliation of operating income (loss) to net cash provided by (used in) operating activities:</b>				
Operating income (loss)	\$ (22,069)	344,295	(19)	322,207
Adjustments to reconcile operating income (loss) to net cash provided by (used in) operating activities:				
Depreciation	16,760	14,692	-	31,452
Change in operating assets and liabilities:				
(Increase) decrease in accounts receivable	964	(3,663)	340	(2,359)
(Increase) decrease in inventory	3,142	-	-	3,142
Increase (decrease) in accounts payable	(4,684)	(720)	(42)	(5,446)
Increase (decrease) in accrued wages	844	2,199	-	3,043
Increase (decrease) in other liabilities	10,000	-	-	10,000
Increase (decrease) in net pension liability with related deferred outflows and deferred inflows of resources	4,397	-	-	4,397
Increase (decrease) in accrued compensated absences	235	162	-	397
<b>Net cash provided by (used in) operating activities</b>	<b>\$ 9,589</b>	<b>356,965</b>	<b>279</b>	<b>366,833</b>

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# STATISTICAL SECTION

This part of the Town of Kennebunkport's annual comprehensive financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the Town's overall financial health.

<b>Contents</b>	<b>Page</b>
<b>Financial Trends</b> These schedules contain trend information to help the reader understand how the government's financial performance and well-being have changed over time.	97-102
<b>Revenue Capacity</b> These schedules contain information to help the reader assess the government's most significant local revenue source, the property tax.	103-106
<b>Debt Capacity</b> These schedules present information to help the reader assess the affordability of the government's current level of outstanding debt and the government's ability to issue additional debt in the future.	107-110
<b>Demographic and Economic Information</b> These schedule contain information to help the reader understand the environment within which the government's financial activities take place.	111-112
<b>Operating Information</b> These schedules contain service and infrastructure data to help the reader understand how the information in the government's financial report related to the services the government provides and the activities its performs.	113-115

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Table 1

**TOWN OF KENNEBUNKPORT, MAINE**  
**Net Position by Component**  
**Last Ten Fiscal Years**  
**(accrual basis of accounting)**

	Fiscal Year									
	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012
<b>Governmental activities</b>										
Net investment in capital assets	\$ 15,998,294	\$ 15,264,478	\$ 14,852,860	\$ 14,391,488	\$ 13,086,878	\$ 11,682,992	\$ 10,895,837	\$ 10,406,901	\$ 8,525,583	\$ 7,635,751
Restricted	1,845,484	1,465,399	1,401,910	1,346,976	1,239,690	1,152,751	1,184,831	1,121,858	63,271	-
Unrestricted	6,761,625	5,738,699	4,854,508	4,035,787	4,273,671	4,850,533	5,014,676	5,269,241	6,033,674	5,820,492
Total governmental activities net position	\$ 24,605,403	\$ 22,468,576	\$ 21,109,278	\$ 19,774,251	\$ 18,600,239	\$ 17,686,276	\$ 17,095,344	\$ 16,798,000	\$ 14,622,528	\$ 13,456,243
<b>Business-type activities</b>										
Net investment in capital assets	\$ 6,826,176	\$ 6,792,646	\$ 6,974,698	\$ 7,905,592	\$ 8,087,000	\$ 8,356,291	\$ 8,770,498	\$ 9,086,215	\$ 9,479,328	\$ 9,735,337
Unrestricted	2,179,572	2,256,537	2,300,678	1,922,686	1,829,251	1,830,415	1,754,079	1,893,708	1,814,493	1,724,121
Total business-type activities net position	\$ 9,005,748	\$ 9,049,183	\$ 9,275,376	\$ 9,828,278	\$ 9,916,251	\$ 10,186,706	\$ 10,524,577	\$ 10,979,923	\$ 11,293,821	\$ 11,459,458
<b>Primary Government</b>										
Net investment in capital assets	\$ 22,824,470	\$ 22,057,124	\$ 21,827,558	\$ 22,297,080	\$ 21,173,878	\$ 20,039,283	\$ 19,666,335	\$ 19,493,116	\$ 18,004,911	\$ 17,371,088
Restricted	1,845,484	1,465,399	1,401,910	1,346,976	1,239,690	1,152,751	1,184,831	1,121,858	63,271	-
Unrestricted	8,941,197	7,995,236	7,155,186	5,958,473	6,102,922	6,680,948	6,768,755	7,162,949	7,848,167	7,544,613
Total primary government net position	\$ 33,611,151	\$ 31,517,759	\$ 30,384,654	\$ 29,602,529	\$ 28,516,490	\$ 27,872,982	\$ 27,619,921	\$ 27,777,923	\$ 25,916,349	\$ 24,915,701

**TOWN OF KENNEBUNKPORT, MAINE**  
**Changes in Net Position**  
**Last Ten Fiscal Years**  
**(factual basis of accounting)**

Table 2

	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012
<b>Expenses</b>										
<b>Governmental Activities:</b>										
General government	\$ 2,090,233	\$ 2,147,846	\$ 1,495,374	\$ 1,795,330	\$ 1,748,339	\$ 1,762,313	\$ 1,325,180	\$ 978,110	\$ 1,519,159	\$ 1,472,065
Public safety	2,910,734	3,026,372	2,919,616	2,611,173	2,539,210	2,433,783	2,254,694	2,426,584	2,033,767	2,197,301
Public works	1,452,020	1,474,116	1,719,776	1,438,053	1,390,551	1,316,170	1,203,491	1,139,185	1,139,185	451,582
Health and welfare	654,579	668,778	704,033	666,341	684,693	687,784	651,857	666,919	664,135	663,494
Recreation and culture	570,168	653,422	637,784	564,046	626,902	689,678	513,427	492,139	417,031	433,953
Grants	-	-	-	-	-	-	-	-	2,000	1,300
Education	11,447,719	11,249,250	10,220,198	9,939,712	9,055,448	8,015,486	7,837,533	7,521,509	6,677,507	6,107,804
County tax	1,150,725	1,143,776	1,135,299	1,203,809	1,163,270	1,115,351	1,124,614	1,098,632	975,744	1,015,041
Unclassified	-	-	-	-	-	-	-	-	174,881	447,213
Loss on disposal of assets	-	-	-	-	-	-	-	-	9,261	108,006
Interest on debt service	296,339	320,691	390,213	12,528	17,971	10,873	22,346	32,594	42,842	53,092
Capital maintenance expenses	65,222	23,257	43,750	155,676	442,138	132,456	143,621	143,621	367,945	367,945
Total Governmental Activities	20,637,739	20,707,508	19,265,993	18,386,688	17,668,522	16,163,874	15,076,763	14,530,553	13,686,604	13,318,796
<b>Business-type Activities:</b>										
Sewer	1,514,811	1,409,958	1,755,587	1,456,853	1,471,031	1,473,643	1,372,338	1,350,407	1,308,439	1,241,477
Cape Porpoise Pier	313,767	363,710	352,250	241,876	236,776	251,075	296,655	336,978	363,784	395,556
Dock Square Parking Lot	75,928	86,569	121,587	69,062	52,976	76,908	60,580	77,341	61,426	74,254
Government Wharf	8,419	7,944	13,075	2,534	353	-	-	-	-	-
Total Business-type Activities	1,912,925	1,868,181	2,242,999	1,770,325	1,761,136	1,801,626	1,729,573	1,764,726	1,733,649	1,711,287
Total Expenses	\$ 22,550,664	\$ 22,575,689	\$ 21,508,992	\$ 20,156,993	\$ 19,429,658	\$ 17,965,500	\$ 16,806,336	\$ 16,295,279	\$ 15,420,253	\$ 15,030,083
<b>Program Revenues</b>										
<b>Governmental Activities:</b>										
<b>Charges for services:</b>										
General government	\$ 638,830	\$ 461,111	\$ 351,684	\$ 295,109	\$ 366,497	\$ 457,114	\$ 365,872	\$ 33,841	\$ 182,336	\$ 197,129
Public safety	61,392	82,488	71,231	59,107	51,198	61,583	57,101	56,941	54,812	32,412
Health and welfare	3,840	27	1,170	178	1,674	4,559	1,759	3,984	3,466	1,663
Recreation and culture	493,253	332,053	383,685	348,203	332,653	204,438	191,035	178,322	171,270	163,595
Solid Waste	-	-	-	-	-	-	-	-	56	22
Unclassified	-	-	-	-	-	-	-	-	779,491	242,612
Operating grants and contributions	395,114	301,662	238,827	203,954	119,151	112,348	301,159	133,314	140,758	143,663
Capital grants and contributions	-	255,453	586,498	232,614	186,591	16,529	16,529	-	-	14,421
Total Governmental Activities	1,592,429	1,442,796	1,633,095	1,139,155	1,057,764	840,042	933,455	530,612	853,287	795,517
<b>Business-type Activities:</b>										
<b>Charges for services:</b>										
Sewer	1,276,004	1,214,999	1,211,254	1,198,345	1,122,019	1,082,146	1,031,914	1,035,261	1,025,064	1,010,152
Cape Porpoise Pier	291,698	309,545	276,910	239,517	220,690	230,312	289,053	314,235	329,444	364,236
Dock Square Parking Lot	420,223	333,004	395,738	431,347	418,523	354,795	337,738	347,888	342,873	326,100
Government Wharf	8,400	9,047	4,723	6,225	8,566	-	-	-	-	-
Capital grants and contributions	22,304	-	-	-	-	-	-	-	-	-
Total Business-type Activities	2,018,629	1,866,595	1,888,625	1,875,434	1,769,798	1,667,253	1,658,705	1,697,384	1,697,381	1,700,488
Total Program Revenues	\$ 3,611,058	\$ 3,309,391	\$ 3,521,720	\$ 3,014,599	\$ 2,827,562	\$ 2,507,295	\$ 2,592,160	\$ 2,227,996	\$ 2,550,668	\$ 2,496,605

**TOWN OF KENNEBUNKPORT, MAINE**  
**Changes in Net Position (continued)**  
 Last Ten Fiscal Years  
 (factual basis of accounting)

Table 2, Continued

	Fiscal Year									
	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012
<b>Net (Expense)/Revenue:</b>										
Governmental Activities	\$ (19,045,310)	\$ (19,264,712)	\$ (17,632,898)	\$ (17,247,503)	\$ (16,610,758)	\$ (15,323,832)	\$ (14,143,308)	\$ (13,999,941)	\$ (12,833,317)	\$ (12,573,279)
Business-Type Activities	105,704	1,586	(353,874)	105,109	8,662	(134,373)	(770,868)	(67,342)	(36,368)	(10,789)
Total Net Expense	\$ (18,939,606)	\$ (19,266,298)	\$ (17,986,772)	\$ (17,142,394)	\$ (16,602,096)	\$ (15,458,205)	\$ (14,214,176)	\$ (14,067,283)	\$ (12,869,585)	\$ (12,584,078)
<b>General Revenues</b>										
Governmental activities:										
Property taxes, general purposes	\$ 19,007,944	\$ 18,745,028	\$ 17,126,942	\$ 16,560,865	\$ 15,833,533	\$ 14,590,834	\$ 14,296,557	\$ 14,008,501	\$ 12,722,229	\$ 11,584,210
Interest and costs on taxes	43,433	44,658	37,149	32,282	33,735	29,498	29,728	26,398	25,491	28,572
Motor vehicle excise tax	1,169,421	1,098,012	1,068,682	1,030,267	959,646	948,096	895,501	846,486	803,924	804,186
Licenses and permits	-	-	-	-	-	-	-	226,870	-	-
Grants and contr. not restricted	-	-	-	-	-	-	-	-	-	-
Homestead and BETE exemption	130,927	96,140	88,782	68,605	48,330	30,635	30,531	32,869	31,109	29,282
State Revenue Sharing	149,009	107,002	65,462	59,832	58,534	63,533	56,615	58,061	92,272	104,511
Maine PERS	-	-	-	-	-	-	208,785	168,732	-	-
Other State aid	8,566	8,979	2,661	5,206	2,658	2,811	2,641	2,679	2,465	2,849
Unrestricted investment earnings	484,380	263,983	305,682	272,370	233,341	20,931	34,339	30,426	46,214	60,800
Miscellaneous (b)	28,684	10,890	38,100	13,484	58,243	102,303	76,521	557,691	132,701	53,763
Gain/Loss on sale of assets	-	-	-	-	-	(88,975)	(41,256)	(41,256)	-	-
Transfers In/out	159,473	249,358	234,465	219,215	296,701	219,173	220,165	257,956	143,097	159,535
Total general revenues, transfers and special items	21,181,837	20,624,010	18,967,925	18,662,126	17,524,721	16,007,814	15,762,208	16,175,413	13,999,602	12,827,708
Business-Type Activities:										
Unrestricted investment earnings	10,334	24,751	35,437	26,133	17,584	11,840	9,750	2,778	7,228	12,419
Miscellaneous	-	-	-	-	-	3,935	19,702	8,622	6,500	19,425
Gain/Loss on sale of assets	(159,473)	(249,358)	(234,465)	(219,215)	(296,701)	(219,173)	(220,165)	(257,956)	(143,097)	(159,535)
Transfers In/out	(149,139)	(224,607)	(199,078)	(193,082)	(279,117)	(203,498)	(200,673)	(246,536)	(123,369)	(127,691)
Total Business-Type Activities	\$ 21,032,698	\$ 20,399,403	\$ 18,768,897	\$ 18,469,044	\$ 17,245,604	\$ 15,804,316	\$ 15,561,535	\$ 15,928,857	\$ 13,870,233	\$ 12,700,017
Total primary government										
<b>Change in Net Position</b>										
Governmental Activities	\$ 2,136,527	\$ 1,359,298	\$ 1,335,027	\$ 1,414,623	\$ 913,963	\$ 683,982	\$ 1,618,900	\$ 2,175,472	\$ 1,166,285	\$ 304,429
Business-Type Activities	(43,435)	(226,193)	(552,902)	(87,973)	(270,455)	(337,871)	(271,541)	(313,898)	(165,637)	(138,490)
Total Change in Net Position	2,093,092	1,133,105	782,125	1,326,650	643,508	346,111	1,347,359	1,861,574	1,000,648	165,939
<b>Restatement of Net Position</b>										
Governmental Activities (a)	-	-	-	(240,611)	-	(93,050)	-	(1,321,556)	-	-
Business-Type Activities (c)	-	-	-	-	-	-	-	(183,805)	-	-
Total adjusted Change in Net Position	\$ 2,093,092	\$ 1,133,105	\$ 782,125	\$ 1,086,039	\$ 643,508	\$ 253,061	\$ 1,347,359	\$ 356,213	\$ 1,000,648	\$ 165,939

(a) To reflect prior year adjustment for the net pension liability in 2014, removal of receivable in 2016, and total OPEB liability in 2018  
 (b) Includes a new permanent fund in 2014  
 (c) To reflect the net pension liability in 2014



Table 3

**TOWN OF KENNEBUNKPORT, MAINE**  
**Fund Balances of Governmental Funds**  
 Last Ten Fiscal Years  
 (modified accrual basis of accounting)

	Fiscal Year									
	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012
<b>General Fund</b>										
Nonspendable	\$ 7,610	\$ 2,606	\$ 5,802	\$ 5,212	\$ 6,333	\$ 4,417	\$ 10,122	\$ 15,209	\$ 11,308	\$ 10,753
Committed	737,613	636,908	587,350	663,394	479,475	642,748	1,439,949	674,381	237,917	181,630
Assigned	225,000	631,480	234,190	313,858	439,685	633,099	368,924	79,408	112,290	-
Unassigned	5,169,174	3,920,303	4,102,683	3,457,561	3,191,129	2,855,514	2,845,478	3,907,479	4,050,541	3,833,702
<b>Total general fund</b>	<b>\$ 6,139,397</b>	<b>\$ 5,191,297</b>	<b>\$ 4,930,025</b>	<b>\$ 4,440,025</b>	<b>\$ 4,116,622</b>	<b>\$ 4,135,778</b>	<b>\$ 4,664,473</b>	<b>\$ 4,676,477</b>	<b>\$ 4,412,056</b>	<b>\$ 4,026,085</b>
<b>All other governmental funds</b>										
Nonspendable	\$ 1,142,297	\$ 1,142,297	\$ 1,142,297	\$ 1,142,297	\$ 1,142,297	\$ 1,142,297	\$ 1,142,297	\$ 1,063,206	\$ 688,206	\$ 688,206
Restricted	703,187	323,102	259,613	204,679	97,393	10,454	42,534	58,652	63,271	105,117
Committed	2,660,423	2,455,053	2,435,658	1,806,529	1,764,583	1,730,736	951,781	330,953	748,269	887,747
Assigned	-	-	-	-	-	459,176	501,962	270,435	225,286	178,414
Unassigned	-	(2,209)	-	(254,047)	-	(47,002)	(3,009)	-	-	-
<b>Total all other governments</b>	<b>\$ 4,505,907</b>	<b>\$ 3,918,243</b>	<b>\$ 3,837,568</b>	<b>\$ 2,899,458</b>	<b>\$ 3,004,273</b>	<b>\$ 3,295,661</b>	<b>\$ 2,635,565</b>	<b>\$ 1,723,246</b>	<b>\$ 1,725,032</b>	<b>\$ 1,859,484</b>

Table 4

**TOWN OF KENNEBUNKPORT, MAINE**  
**Changes in Fund Balance of Governmental Funds**  
**Last Ten Fiscal Years**  
**(modified accrual basis of accounting)**

	Fiscal Year									
	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012
<b>Revenues</b>										
Taxes	\$ 20,271,421	\$ 19,840,826	\$ 18,297,207	\$ 17,983,066	\$ 16,832,253	\$ 15,537,948	\$ 15,230,599	\$ 14,836,386	\$ 13,542,910	\$ 12,465,866
Intergovernmental	653,163	732,517	947,558	422,033	415,264	209,327	321,750	226,923	287,702	294,726
Licenses and permits	585,742	417,948	316,027	251,804	305,928	286,231	208,239	226,870	152,683	151,761
Charges for services	603,444	447,921	481,931	439,835	439,299	430,276	396,588	385,694	368,756	348,761
Investment income	484,380	263,983	305,682	272,370	233,341	20,931	34,339	30,426	46,214	60,800
Contributions	-	-	-	-	-	1,311	85,725	-	-	-
Other (a)	67,266	67,371	82,584	172,620	65,038	112,179	296,246	738,027	302,693	190,674
<b>Total Revenues</b>	<b>22,665,416</b>	<b>21,770,566</b>	<b>20,430,989</b>	<b>19,541,728</b>	<b>18,291,123</b>	<b>16,598,203</b>	<b>16,573,486</b>	<b>16,444,326</b>	<b>14,700,958</b>	<b>13,512,588</b>
<b>Expenditures</b>										
<b>Current:</b>										
General government	\$ 1,901,836	\$ 1,874,642	\$ 1,817,410	\$ 1,582,184	\$ 1,511,520	\$ 1,397,914	\$ 1,326,809	\$ 1,303,593	\$ 1,488,566	\$ 1,426,088
Public safety	2,741,619	2,856,796	2,660,161	2,423,107	2,357,515	2,211,535	2,214,215	2,172,603	2,038,277	2,071,128
Public works	1,114,851	1,130,645	1,229,881	1,146,456	1,118,410	1,062,325	1,023,042	960,209	951,950	891,669
Health and welfare	654,210	667,300	702,508	665,138	693,408	685,613	664,613	665,382	662,648	678,251
Recreation and culture	545,201	616,969	598,004	548,958	613,602	667,190	512,002	462,452	422,310	437,643
Grants	-	-	-	-	-	-	-	-	2,000	1,300
Education	11,447,719	11,249,250	10,220,198	9,939,712	9,055,448	8,015,486	7,837,533	7,521,509	6,677,507	6,107,804
County tax	1,150,725	1,143,776	1,135,299	1,203,809	1,163,270	1,115,331	1,124,614	1,098,632	975,744	1,015,041
Unclassified	-	-	-	-	-	-	-	585,187	435,612	447,213
Debt service										
Principal	548,534	82,695	81,889	196,066	160,000	253,611	249,935	246,624	243,436	240,266
Interest	392,930	372,514	321,373	12,800	10,459	18,975	29,245	39,471	49,527	59,503
Capital improvements and other	791,500	1,713,597	11,772,027	2,274,125	2,614,736	1,164,945	911,328	1,383,985	675,434	389,102
<b>Total Expenditures</b>	<b>21,289,125</b>	<b>21,708,184</b>	<b>30,538,750</b>	<b>19,992,355</b>	<b>19,298,368</b>	<b>16,592,925</b>	<b>15,893,336</b>	<b>16,439,647</b>	<b>14,623,011</b>	<b>13,765,008</b>
Excess (Deficiency) of Revenues over Expenditures	1,376,291	62,382	(10,107,761)	(450,627)	(1,007,245)	5,278	680,150	4,679	77,947	(252,420)

Table 4, Continued

**TOWN OF KENNEBUNKPORT, MAINE**  
**Changes in Fund Balance of Governmental Funds (continued)**  
 Last Ten Fiscal Years  
 (modified accrual basis of accounting)

	Fiscal Year									
	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012
<b>Other Financing Sources (Uses)</b>										
Capital lease proceeds	\$ -	\$ 30,207	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,475	\$ -
Debt issuance and premium	-	-	11,301,406	450,000	400,000	-	-	-	-	-
Transfers in	1,727,469	2,195,383	1,932,911	1,874,493	758,721	1,348,145	1,168,755	846,551	735,163	1,062,305
Transfers out	(1,567,996)	(1,946,025)	(1,698,446)	(1,652,278)	(462,020)	(1,128,972)	(948,590)	(588,595)	(592,066)	(902,770)
Total Other Financing Sources (Uses)	159,473	279,565	11,535,871	669,215	696,701	219,173	220,165	257,956	173,572	159,535
Net change in fund balances	\$ 1,535,764	\$ 341,947	\$ 1,428,110	\$ 218,588	\$ (310,544)	\$ 224,451	\$ 900,315	\$ 262,635	\$ 251,519	\$ (92,885)
Debt service as a percentage of noncapital expenditures	4.58%	2.27%	2.14%	1.17%	1.00%	1.77%	1.85%	1.90%	2.10%	2.24%

(a) Includes a new permanent fund in FY 14

Table 5

**TOWN OF KENNEBUNKPORT, MAINE**  
**Property Tax Rates**  
**Direct and Overlapping Governments**  
**Last Ten Fiscal Years**

Fiscal Year	Direct			Overlapping		Total Direct & Overlapping Rates
	Operating Millage	Debt Service Millage	Total Direct Rate	County Tax Rate	School Tax Rate	
2021	2.70	0.48	3.18	0.57	5.70	9.45
2020	2.88	0.32	3.20	0.58	5.67	9.45
2019	2.87	0.11	2.98	0.58	5.20	8.76
2018	2.84	0.13	2.97	0.62	5.14	8.28
2017	2.80	0.13	2.93	0.61	4.74	7.70
2016	3.45	0.13	3.58	0.50	3.62	7.63
2015	2.68	0.17	2.85	0.60	4.18	7.53
2014	2.74	0.15	2.89	0.59	4.05	6.90
2013	2.48	0.21	2.69	0.55	3.66	6.34
2012	2.16	0.25	2.41	0.57	3.36	6.34

Table 6

**TOWN OF KENNEBUNKPORT, MAINE**  
**Assessed Value and Estimated Actual Value of Taxable Property**  
**Last Ten Fiscal Years**

Fiscal Year Ended June 30	Real Property		Personal Property	Less: Tax Exempt Real Property	Total Taxable Assessed Value (a)	Total Direct Tax Rate	State Equalized Value (b)	Assessed Value as a Percentage of Equalized Value
	Residential	Commercial						
2021	\$ 1,962,948,600	\$ 129,138,400	\$ 10,629,680	\$ 91,699,980	\$ 2,011,016,700	3.18	\$ 2,544,500,000	79.03%
2020	1,912,313,800	126,928,100	10,106,220	65,748,100	1,983,600,020	2.98	2,295,400,000	86.42%
2019	1,908,970,855	125,890,945	10,021,140	82,243,460	1,962,639,480	2.98	2,198,500,000	89.27%
2018	1,879,425,315	126,952,545	9,565,570	81,476,260	1,934,467,170	2.97	2,127,950,000	90.91%
2017	1,858,129,655	120,018,545	10,124,550	76,010,300	1,912,262,450	2.93	2,018,400,000	94.74%
2016 (c)	1,834,159,895	120,671,645	10,788,630	71,737,200	1,893,882,970	3.58	1,938,350,000	97.71%
2015	1,750,049,655	127,226,145	5,307,530	72,039,700	1,810,543,630	2.85	1,831,600,000	98.85%
2014	1,791,793,555	126,202,045	5,214,340	62,851,600	1,860,358,340	2.89	1,832,450,000	101.52%
2013	1,776,999,755	123,920,345	5,169,910	62,356,700	1,843,733,310	2.69	1,810,500,000	101.84%
2012	1,771,835,555	123,920,345	3,438,640	72,042,100	1,827,152,440	2.41	1,801,850,000	101.40%

(a) Kennebunkport Assessing Office

(b) State of Maine, Revenue Services

(c) Personal Property was reevaluated by the incoming assessor's assistant

Table 7

**TOWN OF KENNEBUNKPORT, MAINE**  
**Property Tax Levies and Collections**  
**Last Ten Fiscal Years**

Fiscal Year Ended June 30,	Total Tax Levy for Fiscal Year	Collected within the Fiscal Year of the Levy		Collections in Subsequent Years	Total Collections to Date	
		Amount	Percentage		Amount	Percentage
2021	\$ 19,004,109	\$ 18,872,015	99.30%	-	\$ 18,872,015	99.30%
2020	18,745,020	18,550,328	98.96%	157,874	18,708,202	99.80%
2019	17,192,722	17,014,268	98.96%	173,571	17,187,839	99.97%
2018	16,887,898	16,664,052	98.67%	222,758	16,886,810	99.99%
2017	15,833,533	15,656,402	98.88%	177,005	15,833,407	100.00%
2016	14,590,356	14,409,972	98.76%	180,267	14,590,239	100.00%
2015	14,296,356	14,130,137	98.84%	166,219	14,296,356	100.00%
2014	14,008,498	13,817,018	98.63%	191,480	14,008,498	100.00%
2013	12,722,328	12,576,283	98.85%	146,045	12,722,328	100.00%
2012	11,584,146	11,450,793	98.85%	133,353	11,584,146	100.00%

Table 8

**TOWN OF KENNEBUNKPORT, MAINE**  
**Principal Property Taxpayers**  
**Current Year and Nine Years Ago**

Taxpayer	2021			2012		
	Taxable Assessed Value	Rank	% of Total Taxable Assessed Value	Taxable Assessed Value	Rank	% of Total Taxable Assessed Value
Walkers Point Family Limited Partnership	\$13,488,500	1	0.67%	\$ 11,456,100	2	0.63%
Boughton Hotel Corp	13,067,400	2	0.65%	11,878,300	1	0.65%
O'Neill, Timothy J	9,949,900	3	0.49%	9,949,500	3	0.54%
Fishing Pole Lane LLC	8,312,800	4	0.41%			
Seaside Hotel Associates	8,112,300	5	0.40%	7,976,300	5	0.44%
Central Maine Power	6,342,000	6	0.32%			
Maiuccoro, Cathiann	5,875,100	7	0.29%	5,833,100	8	0.32%
Kennebunkport Captains	5,690,000	8	0.28%			
Hetz Family Trust	5,594,300	9	0.28%	5,589,200	9	0.31%
Philip J Mccabe Revocable Trust	5,553,500	10	0.28%			
Katz, Joanne				5,161,700	10	0.28%
Hios Hospitality LLC				9,488,800	4	0.52%
Goose Rocks at Kennebunkport LLC				6,584,000	6	0.36%
Wellesley Group LLC				6,325,300	7	0.35%
	<u>\$ 81,985,800</u>		<u>4.08%</u>	<u>\$ 80,242,300</u>		<u>4.39%</u>

Source: Kennebunkport Assessor's Office

Table 9

**TOWN OF KENNEBUNKPORT, MAINE**  
**Ratios of Outstanding Debt by Type**  
**Last Ten Fiscal Years**

Fiscal Year	General Obligation Bonds			Notes	Sewer Bonds		Total Outstanding Debt	Percentage of Personal Income (1)	Population (2)	Debt per Capita
	Obligation	Premium	Governmental Activities		Bonds	Business-type Activities				
2021	\$ 10,855,742	\$ 374,086	\$ 18,167	\$ 2,147,069	\$ 13,395,064	7.25%	3,548	3,775		
2020	11,404,315	462,716	23,768	224,580	12,115,379	6.88%	3,548	3,415		
2019	11,487,045	546,406	-	278,781	12,312,232	6.99%	3,548	3,470		
2018	813,934	-	6,422	332,023	1,152,379	0.70%	3,544	325		
2017	560,000	-	12,677	384,344	957,021	0.61%	3,535	271		
2016	320,000	-	18,767	435,786	774,553	0.51%	3,510	221		
2015	573,611	-	24,698	486,389	1,084,698	0.73%	3,510	309		
2014	823,546	-	30,475	536,192	1,390,213	0.94%	3,510	487		
2013	1,070,170	-	36,251	585,226	1,691,647	1.33%	3,474	600		
2012	1,313,606	-	11,335	758,530	2,083,471	1.52%	3,474	717		

(1) Personal income is disclosed in the Demographics and Economic Statistics table

(2) United States Census Bureau



Table 10

**TOWN OF KENNEBUNKPORT, MAINE**  
**Ratios of General Bonded Debt Outstanding**  
**Last Ten Fiscal Years**

<u>Fiscal Year Ended June 30,</u>	<u>General Obligation Bonds (1)</u>	<u>Percentage of Estimated Actual Taxable Value of Property (2)</u>	<u>Per Capita (3)</u>
2021	\$ 13,376,897	0.67%	3,770
2020	12,091,611	0.62%	3,408
2019	12,312,232	0.63%	3,470
2018	1,145,957	0.06%	323
2017	944,344	0.05%	267
2016	755,786	0.04%	215
2015	1,060,000	0.06%	302
2014	1,359,738	0.07%	387
2013	1,655,396	0.09%	477
2012	2,072,136	0.11%	596

(1) This is the general bonded debt and premium of both governmental and business-type activities.

(2) See the Schedule of Assessed Value and the Estimated Actual Value of Taxable Property for property value

(3) Population data can be found in the Schedule of Demographic and Economic Statistics

Table 11

**TOWN OF KENNEBUNKPORT, MAINE**  
**Direct and Overlapping Governmental Activities Debt**  
**As of June 30, 2021**

<b>Governmental Unit</b>	<b>Debt Outstanding</b>	<b>Estimated Percentage Applicable</b>	<b>Amount Applicable to Primary Government</b>
York County	\$ 900,000	6.40%	\$ 57,600
RSU #21	46,458,500	25.67%	11,925,897
Subtotal, overlapping debt			11,983,497
Town of Kennebunkport direct debt	13,395,064	100.00%	13,395,064
Total direct and overlapping debt			<u>\$ 25,378,561</u>

Note: Overlapping governments are those that coincide, at least in part, with geographic boundaries of the Town. This schedule estimates the portion of the outstanding debt of those overlapping governments that is borne by the property taxpayers of the Town of Kennebunkport. This process recognizes that, when considering the government's ability to issue and repay long-term debt, the entire debt burden borne by the property taxpayers should be taken into account. However, this does not imply that every taxpayer is a resident, and therefore responsible for repaying the debt, of each overlapping government.

**TOWN OF KENNEBUNKPORT, MAINE**  
**Legal Debt Margin Information**  
**June 30, 2021**

Debt Limit by Category Type of Debt	Maximum Percent Allowable	Maximum Amount Allowable	Principal Amount Outstanding	Legal Debt Margin
School	10.00%	\$ 254,450,000	\$ -	-
Sewer	7.50%	190,837,500	2,147,069	188,690,431
Municipal	7.50%	190,837,500	10,855,742	179,981,758
Total Maximum Debt	15.00%		<u>\$ 13,002,811</u>	

**Legal Debt Margin Calculation for Fiscal Year 2020**

State Valuation	\$ 2,544,500,000
Debt Limit - 15% of State Valuation	381,675,000
Less outstanding debt applicable to debt limit	<u>13,002,811</u>
Legal debt Margin	<u>\$ 368,672,189</u>

**Last Ten Fiscal Years**

Year	Constitutional Debt Limit	Outstanding Indebtedness June 30	Percentage of Net Debt Contracting Margin Available
2021	\$ 381,675,000	\$ 13,002,811	96.59%
2020	344,310,000	11,628,895	96.62%
2019	329,775,000	11,765,826	96.43%
2018	319,192,500	1,145,957	99.64%
2017	302,760,000	944,344	99.69%
2016	290,752,500	774,553	99.73%
2015	274,740,000	1,084,698	99.61%
2014	274,867,500	1,390,213	99.49%
2013	271,575,000	1,691,647	99.38%
2012	270,277,500	2,083,471	99.23%

Table 13

**TOWN OF KENNEBUNKPORT, MAINE**  
**Demographic and Economic Statistics**  
 Last Ten Fiscal Years

Fiscal Year	Population (1)	Median Age (1a)	York County		Public School Enrollment (3)	York County Unemployment Rate (4)
			Per Capita Personal Income (2)	Personal Income (amounts expressed in thousands)		
2021	3,548	53.4	\$ 54,225	\$ 192,390,300	314	4.90%
2020	3,548	51.7	52,068	184,737,264	368	6.70%
2019	3,544	53.1	49,653	176,168,844	376	2.40%
2018	3,544	51.9	46,687	165,458,728	370	2.40%
2017	3,535	53.2	44,614	157,710,490	385	3.70%
2016	3,510	49.8	42,939	150,715,890	425	3.20%
2015	3,510	52.2	42,595	149,508,450	419	3.90%
2014	3,510	52.2	42,137	147,900,870	409	5.60%
2013	3,474	52.3	36,526	126,891,324	433	5.90%
2012	3,474	41.9	39,481	137,156,994	425	6.10%

(1) US Census Bureau (1a)

(2) Bureau of Economic Analysis

(3) RSU #21 Reports &amp; Maine Department of Education

(4) Maine Department of Labor

Table 14

**TOWN OF KENNEBUNKPORT, MAINE**  
**Principal Employers**  
**Current Year and Nine Years Ago**

Employer	2021			2012		
	Employees	Rank	% of Total Town Employment (1)	Employees	Rank	% of Total Town Employment (1)
Nonantum Resort & Restaurant	160	1	9.08%	144	2	8.17%
Town of Kennebunkport	155	2	8.79%	179	1	10.15%
Colony Hotel	127	3	7.20%	120	3	6.81%
Hidden Pond & Earth Restaurant	106	4	6.01%	65	4	3.69%
The Boathouse	94	5	5.33%			
Arundel Wharf Restaurant	60	6	3.40%	60	6	3.40%
Alisson's Restaurant	59	7	3.35%	65	5	3.69%
Tides Beach Club	55	8	3.12%			
Cape Arundel Inn & Ocean Restau	54	9	3.06%	52	7	2.95%
Pier 77	29	10	1.64%	50	9	2.84%
Cape Arundel Golf Club						
Wayfarer Restaurant				50	8	2.84%
Hurricane Restaurant				46	10	2.61%
	899		50.99%	831		47.14%

(1) State of Maine, Department of Labor

Table 15

**TOWN OF KENNEBUNKPORT, MAINE**  
**Full-time Equivalent Town Government Employees by Function**  
**Last Ten Fiscal Years**

Function	Fiscal Year									
	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012
General government	12	12	12	11	11	11	10	10	10	10
Public safety:										
Police officers	14	14	14	12	12	12	12	12	12	12
Administration	1	1	1	1	1	1	1	1	1	1
Dispatchers	4	4	4	4	4	4	4	4	4	4
Firefighters and officers	1	1	1	1	1	1	1	1	1	1
Health and welfare	1	1	1	1	1	1	1	1	1	1
Public works:										
Highways	6	6	6	6	6	6	6	6	6	6
Maintenance	1	1	1	1	1	1	1	1	1	1
Recreation	3	3	3	3	3	3	3	3	3	3
Cape Porpoise Pier	1	1	1	1	1	1	1	1	1	1
Sewer	7	7	6	8	8	8	8	8	8	8
<b>Total</b>	<b>51</b>	<b>51</b>	<b>50</b>	<b>49</b>	<b>49</b>	<b>49</b>	<b>48</b>	<b>48</b>	<b>48</b>	<b>48</b>

Source: Town's Finance Department

Table 16

**TOWN OF KENNEBUNKPORT, MAINE**  
**Operating Indicators by Function**  
**Last Ten Fiscal Years**

Function	Fiscal Year									
	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012
General Government:										
Building permits issued	430	401	405	420	479	448	373	317	424	367
Police:										
Parking tickets	1,711	2,141	2,114	1,404	1,050	1,400	1,287	1,243	1,081	719
Traffic stops	1,303	1,609	1,807	1,106	1,101	1,926	1,643	1,469	2,296	2,763
Burglary/theft	25	22	55	41	31	31	73	57	60	69
Arrests/summons/warnings	1,649	1,975	2,186	1,422	1,475	2,575	2,268	2,033	3,148	3,623
Fire:										
Number of calls answered	238	183	241	204	193	205	218	167	147	159
Highways and streets:										
Street resurfacing (miles)	1.10	3.40	4.32	3.40	5.10	3.00	2.80	4.20	1.80	1.30
Sewer:										
Yearly sewerage treatment (in thousands of gallons)	112,220	115,416	132,278	106,350	120,110	120,110	117,212	113,875	110,748	111,810
Bio-solids (in thousands gallons)	1,282	1,965	2,239	2,095	1,423	1,741	1,401	1,319	1,229	1,177
Compost (in yards)	900	900	1,200	1,211	1,350	1,978	1,236	1,348	1,550	1,618

Source: Town Departments

**TOWN OF KENNEBUNKPORT, MAINE**  
**Capital Asset Statistics by Function**  
 Last Ten Fiscal Years

Table 17

Function	Fiscal Year									
	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012
General Government:										
Buildings	1	1	1	1	1	1	1	1	1	1
Public safety:										
Police:										
Stations	1	1	1	1	1	1	1	1	1	1
Emergency units	8	8	8	8	10	12	12	14	13	11
Fire:										
Stations	4	4	4	4	4	4	4	4	4	4
Emergency units	12	12	12	12	12	12	12	12	12	12
Highway:										
Buildings	3	3	3	3	3	3	3	3	3	3
Streets (miles)	52	52	52	52	52	52	52	52	52	52
Street lights	280	280	280	280	280	280	280	280	280	280
Municipal parking lot	1	1	1	1	1	1	1	1	1	1
Recreation:										
Parks	4	4	4	4	4	4	4	4	4	4
Sewer:										
Sewer pipe (miles)	20.41	20.41	20.41	20.41	20.41	20.41	20.41	20.41	20.41	20.41
Maximum daily treatment capacity (thousands of gallons)	700	700	700	700	700	700	700	700	700	700
Piers	2	2	2	2	2	2	2	2	2	2

Source: Town Departments



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# AGENDA ITEM DIVIDER

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## Fund Balance Transfer

# Memo

**To:** Kennebunkport Board of Selectmen

**From:** Laurie Smith, Town Manager  
Denise Brown, Finance Director

**Date:** 1/7/2022

**Re:** Fund Balance Transfer

In accordance with the General Fund-Fund Balance Policy, we are recommending that the Board of Selectmen authorize the transfer of \$1,264,394 to the Capital Projects Fund-General Capital Improvements account. This will adjust the General Fund Unassigned Fund Balance (Statement 3 of the Annual Finance Report) to \$3,904,780.

This addition of \$1,264,394 and the current year use of \$325,000 generates a balance of \$1,408,661 in the General Capital Improvements account for future use towards Capital Improvement projects.

<b>Town of Kennebunkport Unassigned Fund Balance</b>	
Total Expenditures (Statement 4)	20,450,224
Transfers to Other Funds	1,242,996
<b>Total Budget</b>	<b>21,693,220</b>
Unassigned Fund Balance Should be 18% Budget	3,904,780
6/30/21 Unassigned Fund Balance (Statement 3)	5,169,174
Unassigned Fund Balance Should be 18% Budget	3,904,780
<b>Amount to Transfer to Capital Improvements</b>	<b>1,264,394</b>
<b>Capital Improvements</b>	
Balance at 6/30/2021	469,267
Transfer per FY22 Budget	(325,000)
Transfer per Fund Balance Policy	1,264,394
<b>Adjusted Balance</b>	<b>1,408,661</b>

# Town of Kennebunkport

## FINANCIAL OVERVIEW

Presented By: Hank Farrah  
*RUNYON KERSTEEN OUELLETTE*

### INSIDE

2. Summary of Audit Results
3. Fund Balances
4. General Fund - Revenues
5. General Fund - Expenditures
6. Unassigned Fund Balance as a Percentage of Expenditures
7. Revenue Distribution
8. Expenditure Distribution - 2021
9. Expenditure Distribution - 2020

### About this presentation

This presentation is intended as a tool to assist the Board of Selectmen and management in understanding its financial operating results. The information contained in this publication should be read in conjunction with the comprehensive annual financial report and should not be used for any other purposes without the expressed consent of *RUNYON KERSTEEN OUELLETTE*.

Please contact us at 207-773-2986 or 1-800-486-1784  
20 Long Creek Drive, South Portland, ME 04106



# Town of Kennebunkport

## SUMMARY OF AUDIT RESULTS

- Financial Statement Opinion - Unmodified
- Report Required by *Government Auditing Standards (GAS)*
  - No Material Weaknesses
  - No Significant Deficiencies



# Town of Kennebunkport

## FUND BALANCES



### Observations:

- Total Fund balance increased by \$948,100 to \$6,139,397 in the current year.
- See pages 47-49 of the financial statements for breakdown of fund balance.



# Town of Kennebunkport

## GENERAL FUND - REVENUES

	Budget	Actual	Variance
Property taxes	\$ 19,039,109	19,102,000	62,891
Excise taxes	962,600	1,169,421	206,821
Intergovernmental revenues	484,088	653,163	169,075
Licenses and permits	284,350	585,742	301,392
Charges for services	174,400	336,310	161,910
Interest earned	30,000	70,344	40,344
Other revenues	22,500	54,340	31,840
<b>Total revenues</b>	<b>20,997,047</b>	<b>21,971,320</b>	<b>974,273</b>
Transfers in	670,000	670,000	-
Utilization of prior year surplus	610,555	-	(610,555)
Utilization of carryforward balances	636,908	-	(636,908)
<b>Total revenue and other financing sources</b>	<b>\$ 22,914,510</b>	<b>22,641,320</b>	<b>(273,190)</b>

### SUMMARY OF SIGNIFICANT VARIANCES

- More excise taxes were collected than budgeted.
- Intergovernmental was over budget due to State revenue sharing and covid funding.
- Licenses and permits came in over budget due to building permits issued.
- Charges for services surpassed budget due to GRB receipts and parking ticket revenue.
- Interest earned had better interest rates with more cash in the bank.



# Town of Kennebunkport

## GENERAL FUND - EXPENDITURES

	Budget	Actual	Variance
General government	\$ 2,116,958	1,901,836	215,122
Public safety	2,975,067	2,707,668	267,399
Public works	1,252,337	1,114,851	137,486
Health and welfare	748,911	654,210	94,701
Recreation and culture	528,814	470,602	58,212
County tax	1,150,725	1,150,725	-
Education	11,447,719	11,447,719	-
Debt service	941,969	941,464	475
Committed funds	509,044	41,309	467,735
Transfers out	1,242,996	1,242,996	-
<b>Total expenditures and transfers out</b>	<b>\$ 22,914,510</b>	<b>21,673,380</b>	<b>1,241,130</b>

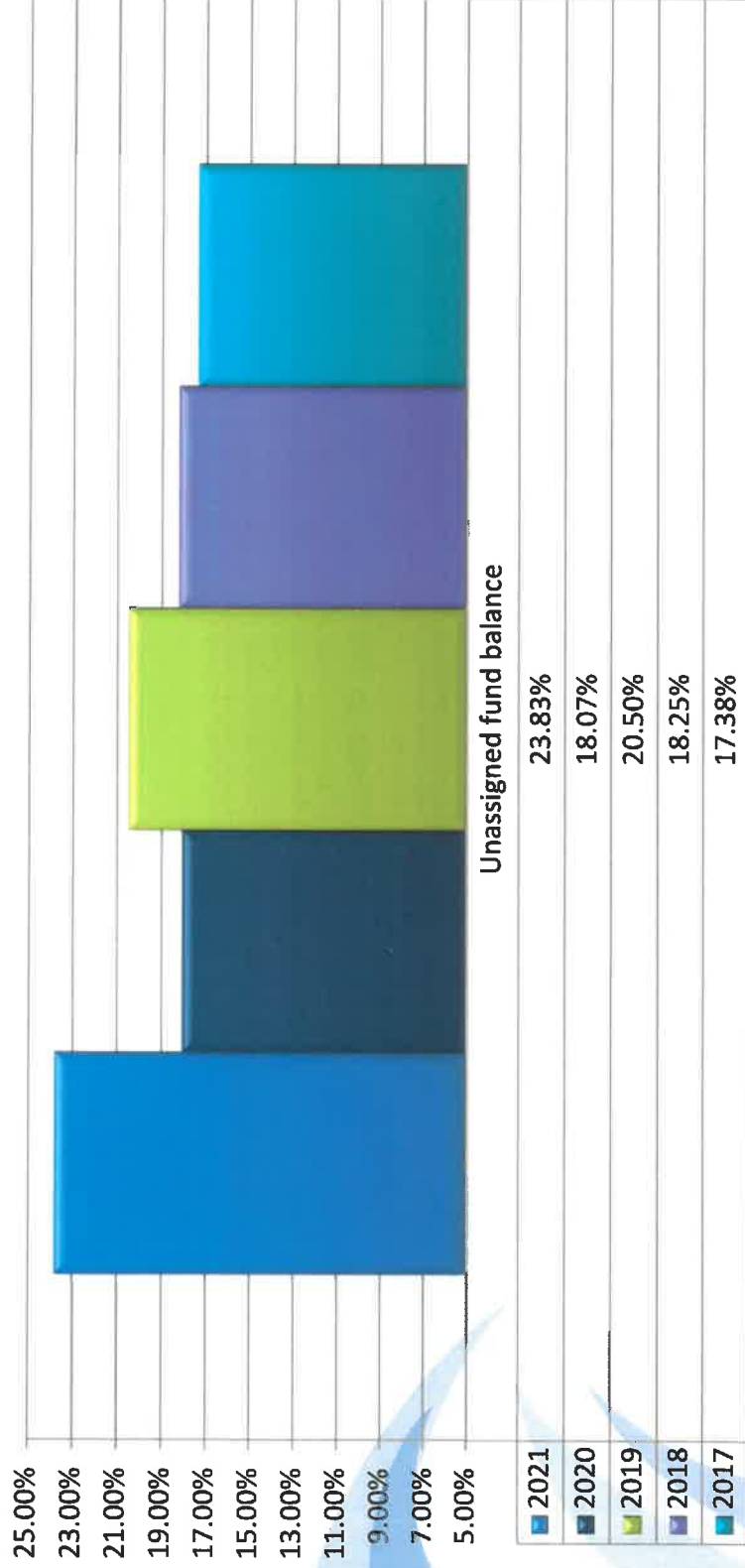
### SUMMARY OF SIGNIFICANT VARIANCES

- General government was under budget due to unused contingency and overlay.
- Public safety had savings in wages and benefits.
- Public works required less salt over the winter months.
- Health and welfare had savings in solid waste services and wages for health were covered by FEMA.
- Recreation director retired and was not replaced for a portion of the year.
- Committed funds are carried forward until their intended use.



# Town of Kennebunkport

## GENERAL FUND – Unassigned Fund Balance as a Percentage of Expenditures



***Town of Kennebunkport Minimum Fund Balance Policy:***

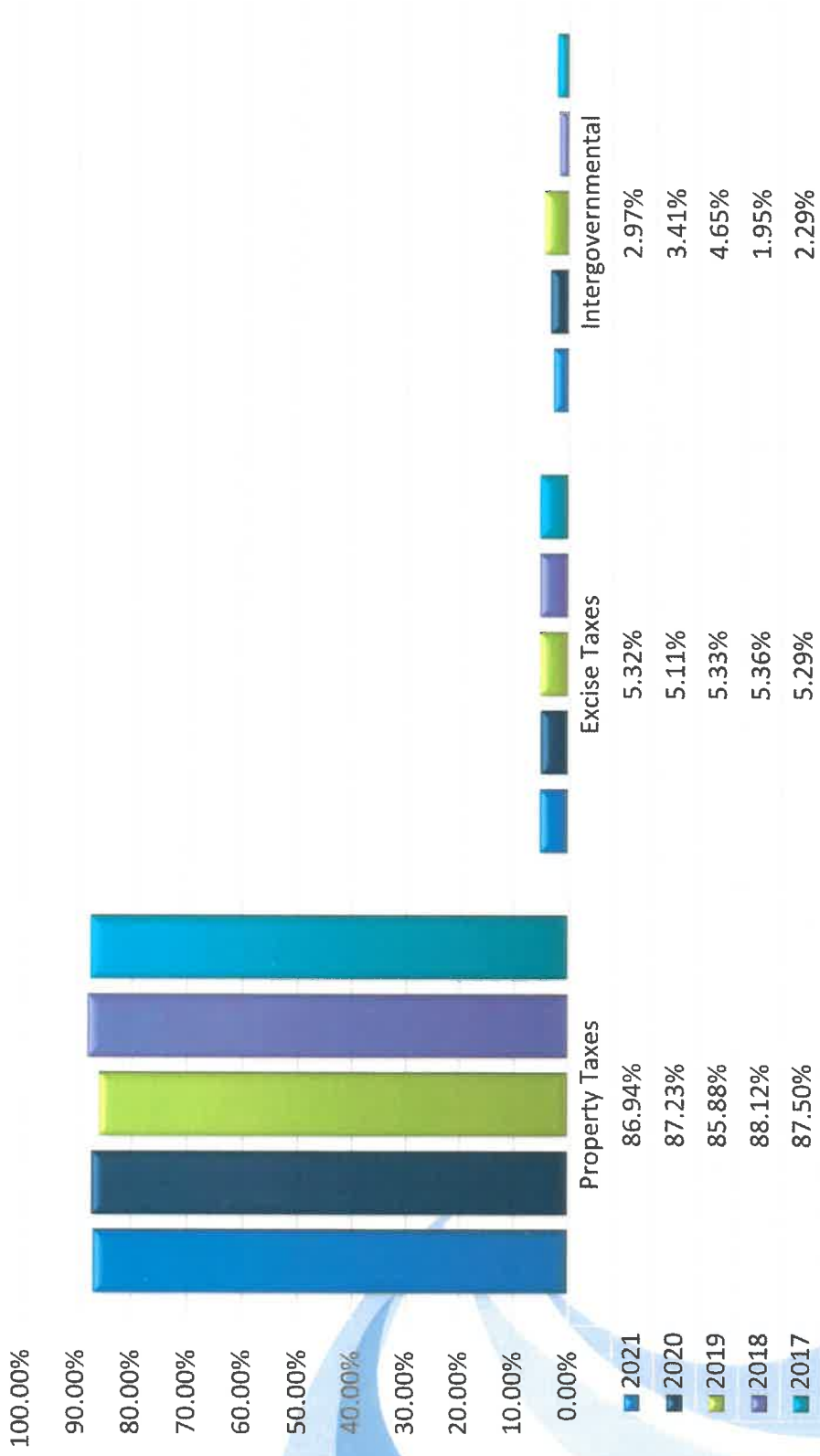
“It is the policy of the Town of Kennebunkport to maintain unassigned fund balance in the general fund at a minimum of two months of general fund expenditures (or 18%) measured on a GAAP basis. If unassigned fund balance drops below this level, the Town will develop a plan to bring the balance to the target level over a period of five years or less. Any unassigned funds in excess of the 18% target balance will be transferred to capital reserve accounts for projects identified in the Capital Improvement Plan.”





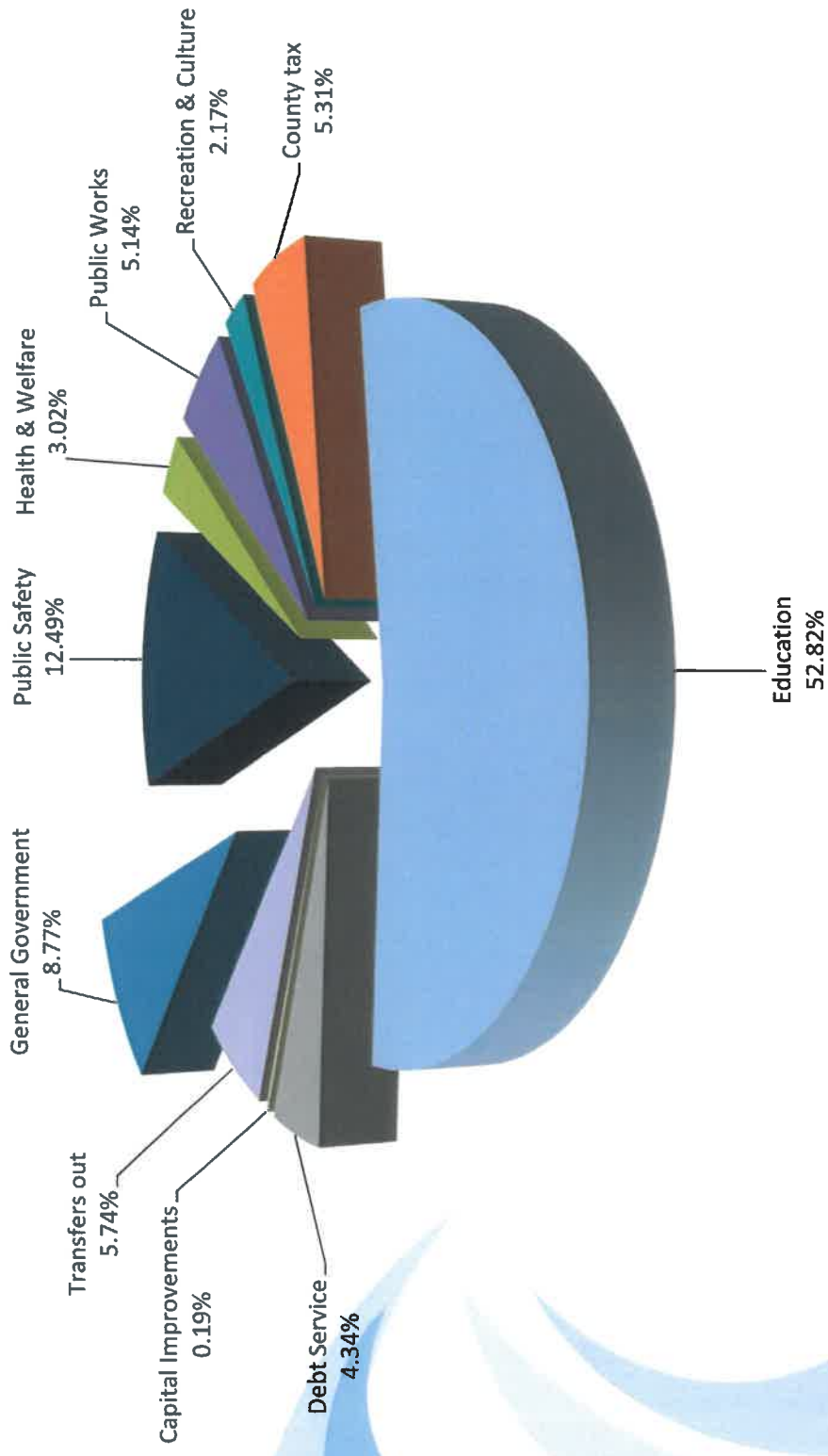
# Town of Kennebunkport

## GENERAL FUND – Revenue Distribution



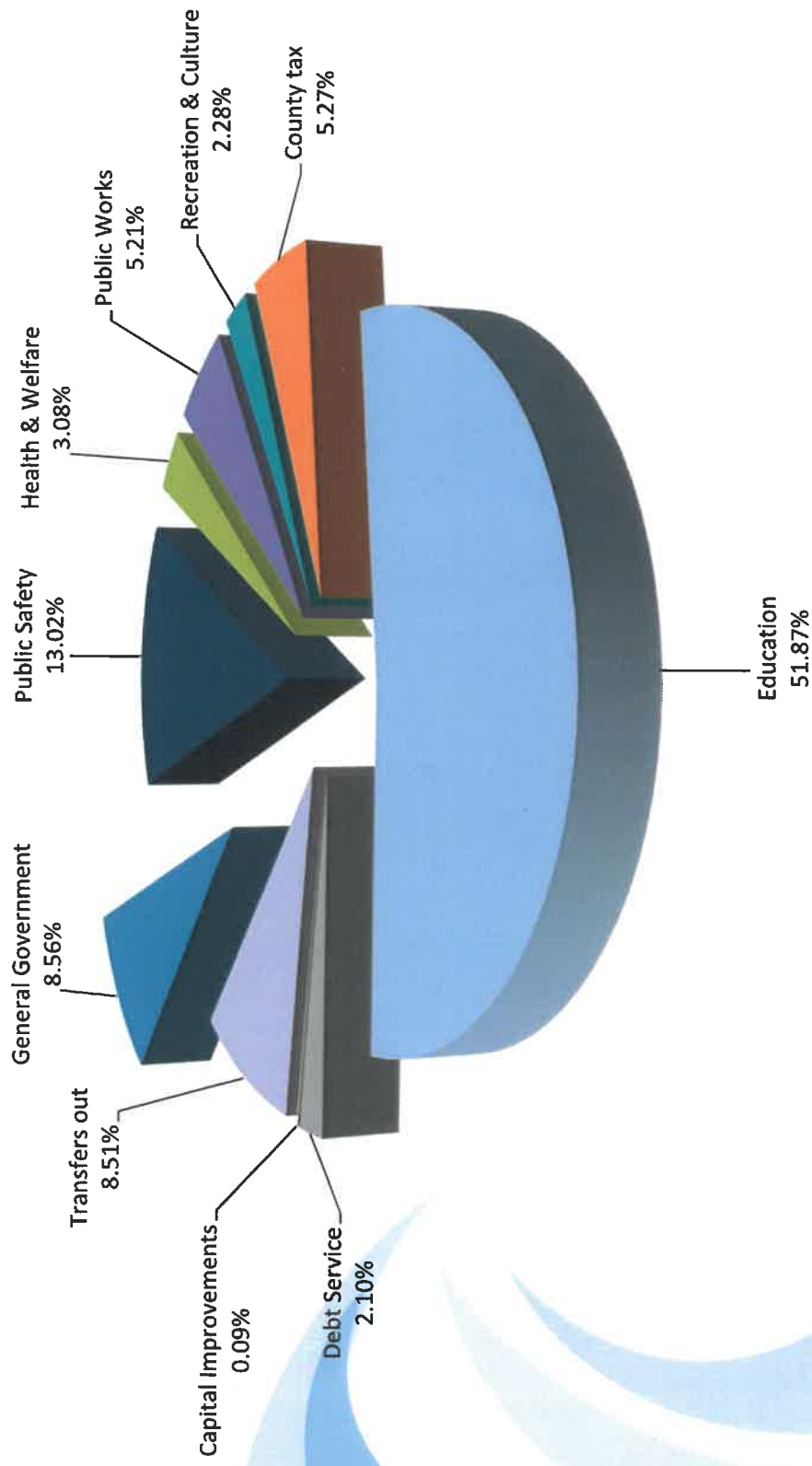
# Town of Kennebunkport

## GENERAL FUND – Expenditure Distribution - 2021



# Town of Kennebunkport

## GENERAL FUND – Expenditure Distribution - 2020



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# AGENDA ITEM DIVIDER

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2020-2021

## Water Quality Updates

Goose Rocks Beach

Meagan Sims  
Program Coordinator  
Maine Healthy Beaches Program

MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION

*Protecting Maine's Air, Land and Water*

# MHB Purpose

Implement a coastal, marine beach monitoring and public notification program.



MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION

[www.maine.gov/dep](http://www.maine.gov/dep)



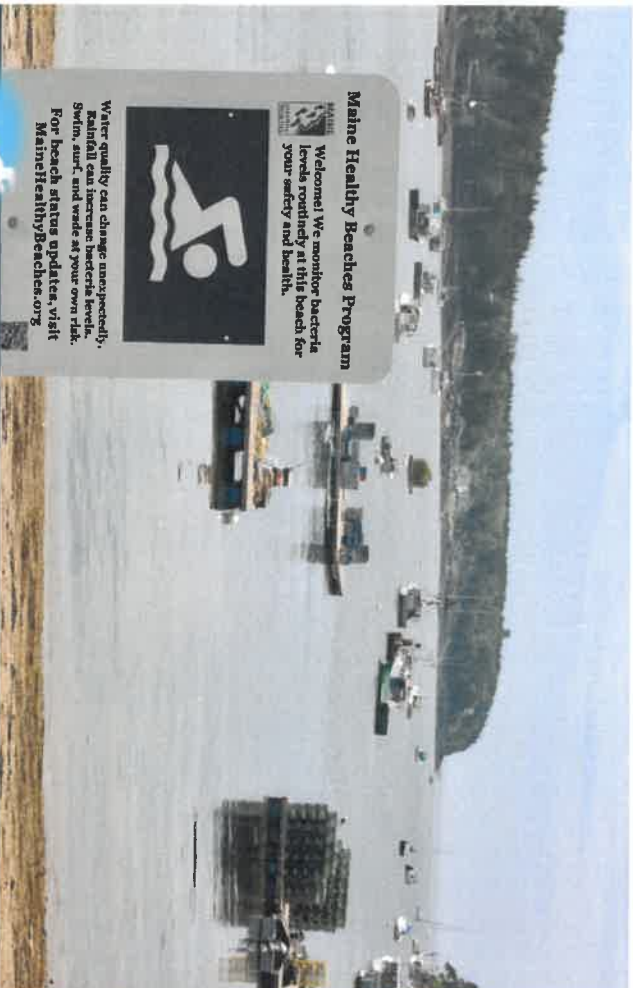
# Program Participation

Management

Beach Management

Entities: **29**

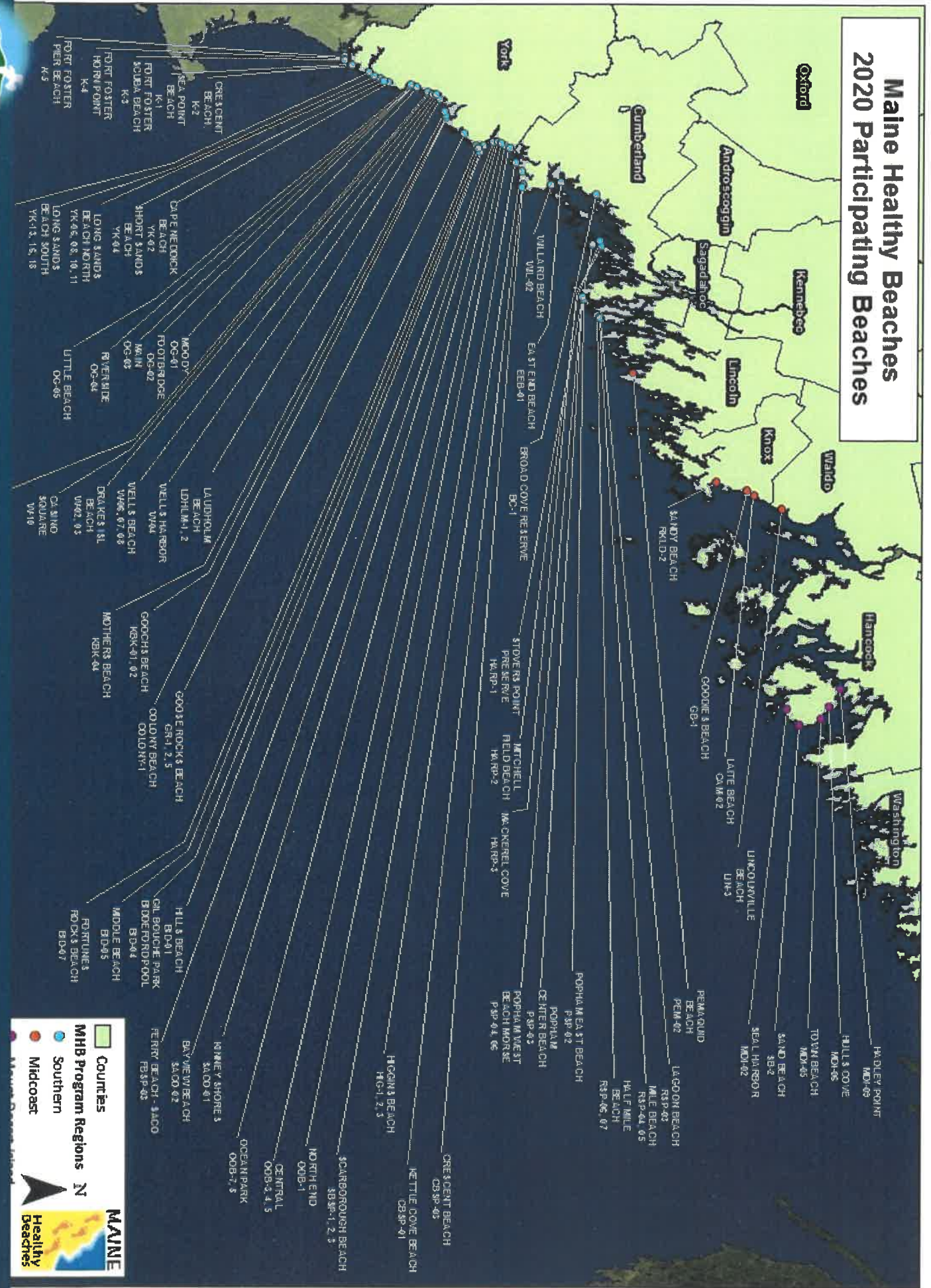
Areas: **65**



MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION

[www.maine.gov/dep](http://www.maine.gov/dep)

# Maine Healthy Beaches 2020 Participating Beaches



MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION

[www.maine.gov/dep](http://www.maine.gov/dep)



# Monitoring



MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION

[www.maine.gov/dep](http://www.maine.gov/dep)

# Bacteria & Swim Safety

## Enterococcus

- EPA-recommended fecal indicator bacteria (FIB) for marine recreational waters
- Indicator of fecal waste from humans and warm-blooded animals.
- Indicates *possible* presence of pathogens
- Regrow in the environment

Maine's Beach Action Value

**104 MPN/100ML**





# Public Notification



## MAINE DEPARTMENT OF Environmental Protection

Search DEP

SEARCH

- About ▾
- Air Quality ▾
- Land Resources ▾
- Spills & Site Cleanup ▾
- Sustainability ▾
- Waste Management ▾
- Water Quality ▾
- Home → Water Quality → Healthy Beaches

- Contacts
- Permits, Licenses, Certifications
- Laws
- Monitoring and Reporting
- Programs
- Rules
- Publications and Resources

## Maine Healthy Beaches



The Maine Healthy Beaches Program (MHB) is a partnership between the Maine Department of Environmental Protection and local municipalities/state parks. The program



**Contact Information:**

**Meagan Sims**

Maine Healthy Beaches Coordinator  
312 Canco Road  
Portland, ME 04103  
207-530-2518  
[meagan.sims@maine.gov](mailto:meagan.sims@maine.gov)

**Tracy Krueger**

Maine Healthy Beaches Data and  
Technical Manager  
28 Tyson Drive  
Augusta, Maine 04333  
207-215-6851  
[tracy.krueger@maine.gov](mailto:tracy.krueger@maine.gov)



# Public Notification

Home Monitoring Notifications and Alerts Resources and Advice Check Beach Status

Welcome to the Maine Healthy Beaches Dashboard, a public resource provided by Maine DEP for information on Maine coastal, marine beach water quality sampling results and beach advisories and closures. Beaches that are routinely monitored for fecal bacteria during the swim season, between Memorial Day and Labor Day. For optimal viewing on a mobile device, please view in landscape orientation. If you are having trouble viewing Dashboard information on your computer, clearing the cache on your browser may help.

## Maine Healthy Beaches Dashboard

CLICK AN ADVISORY OR ENTEROCOCCUS RECORD TO ZOOM TO RESULT. WHEN SELECTED, A BLUE BAR WILL DISPLAY ON THE LEFT OF THE ITEM. RE-CLICK THE SELECTED ITEMS TO CLEAR THE SELECTION.

ACTIVE CONTAMINATION ADVISORIES  
No Active Advisories

CONTAMINATION ADVISORIES  
0

PRECAUTIONARY RAINFALL ADVISORIES  
0

CLOSURES  
0

USE HOME BUTTON IN MAP TOOLBAR TO ZOOM TO FULL STREET AND SHOW ALL DATA.

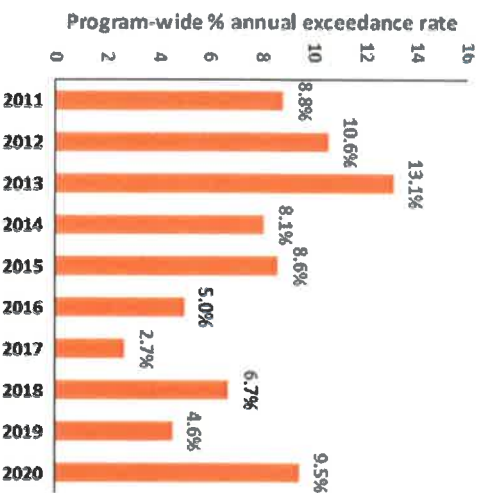
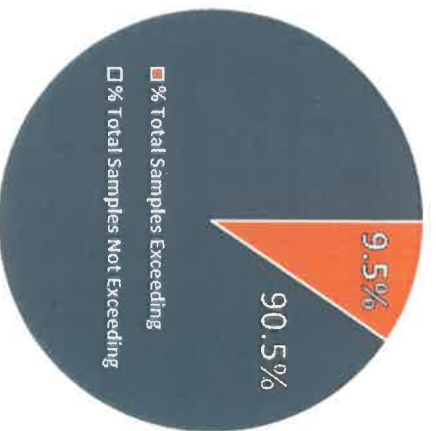


ENTEROCOCCI BACTERIA RESULTS		
<small>Monitor a beach's action when field or sample results indicate a health action when field or sample results indicate a health action when field or sample results indicate a health action.</small>		
SITE	DATE	RESULT (MPN/100ml)
Penobscot EAST END BEACH	08/04/13	<10
Penobscot EAST END BEACH	07/27/12	40
Penobscot EAST END BEACH	07/19/12	<5
Penobscot EAST END BEACH	07/14/12	<5
Penobscot EAST END BEACH	07/07/12	<10
Penobscot EAST END BEACH	07/02/12	<10
Penobscot EAST END BEACH	06/27/12	<10
Penobscot EAST END BEACH	06/22/12	213

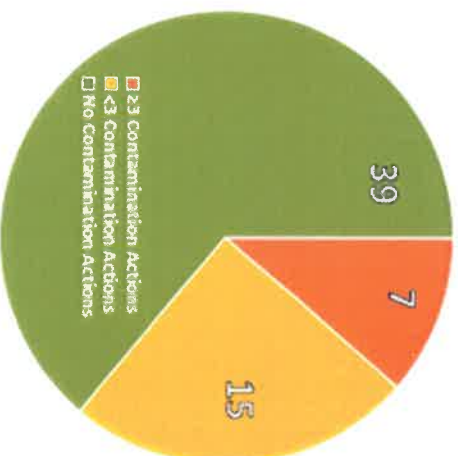
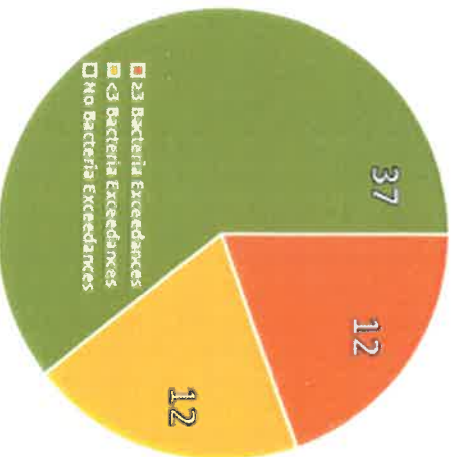
Map Legend: STOVES POINT PRESERVE

CONTACT INFORMATION  
Select an Advisory or Town/Beach

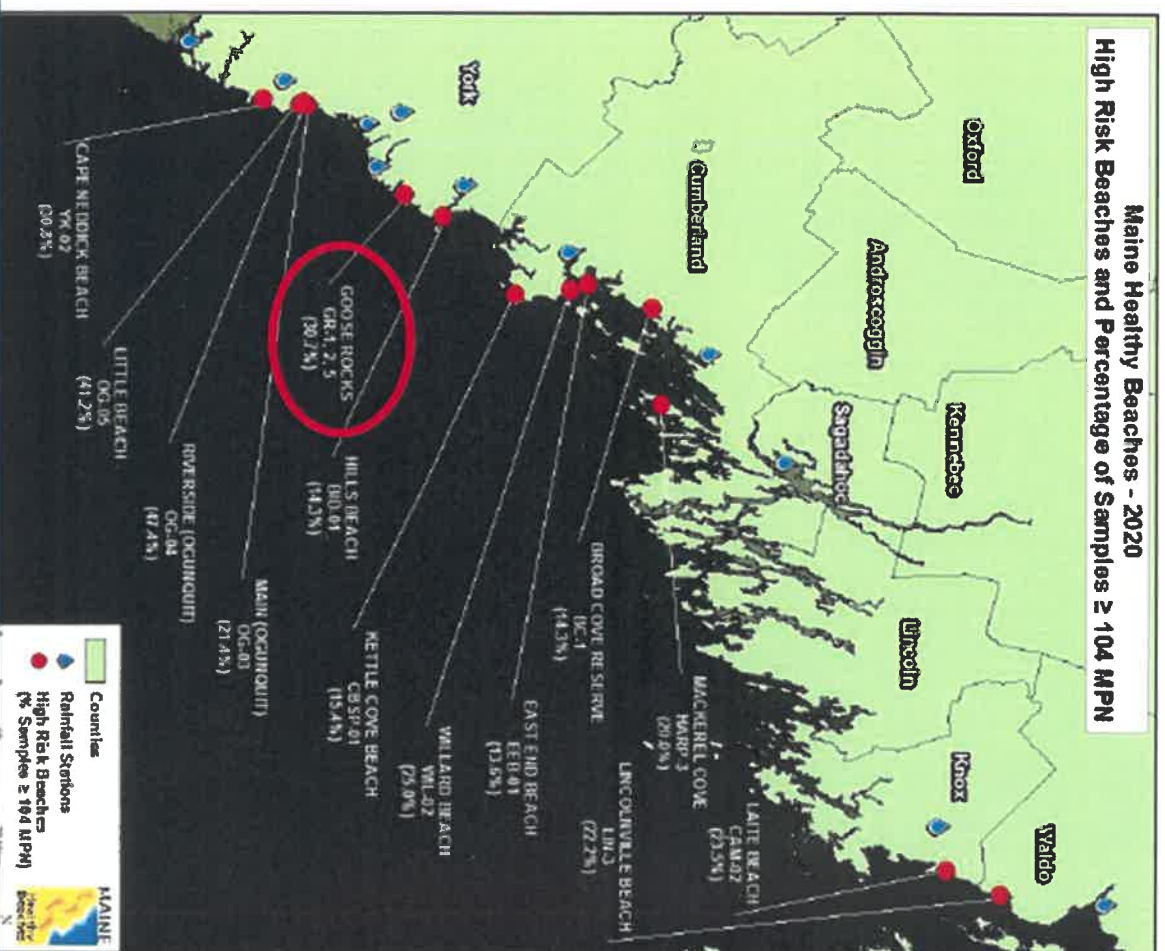
# Annual Assessments



Figures 1-2. The 2020 total % annual exceedance rate of Maine's BAV (104 MPN/100mL) and MHB's program-wide annual exceedance rate for the past ten seasons (2011-2020).



Figures 5-6. The number of BMAs with ≥3, <3, or no bacteria exceedances and the number of BMAs with ≥3, <3, or no contamination actions for the 2020 beaches season.



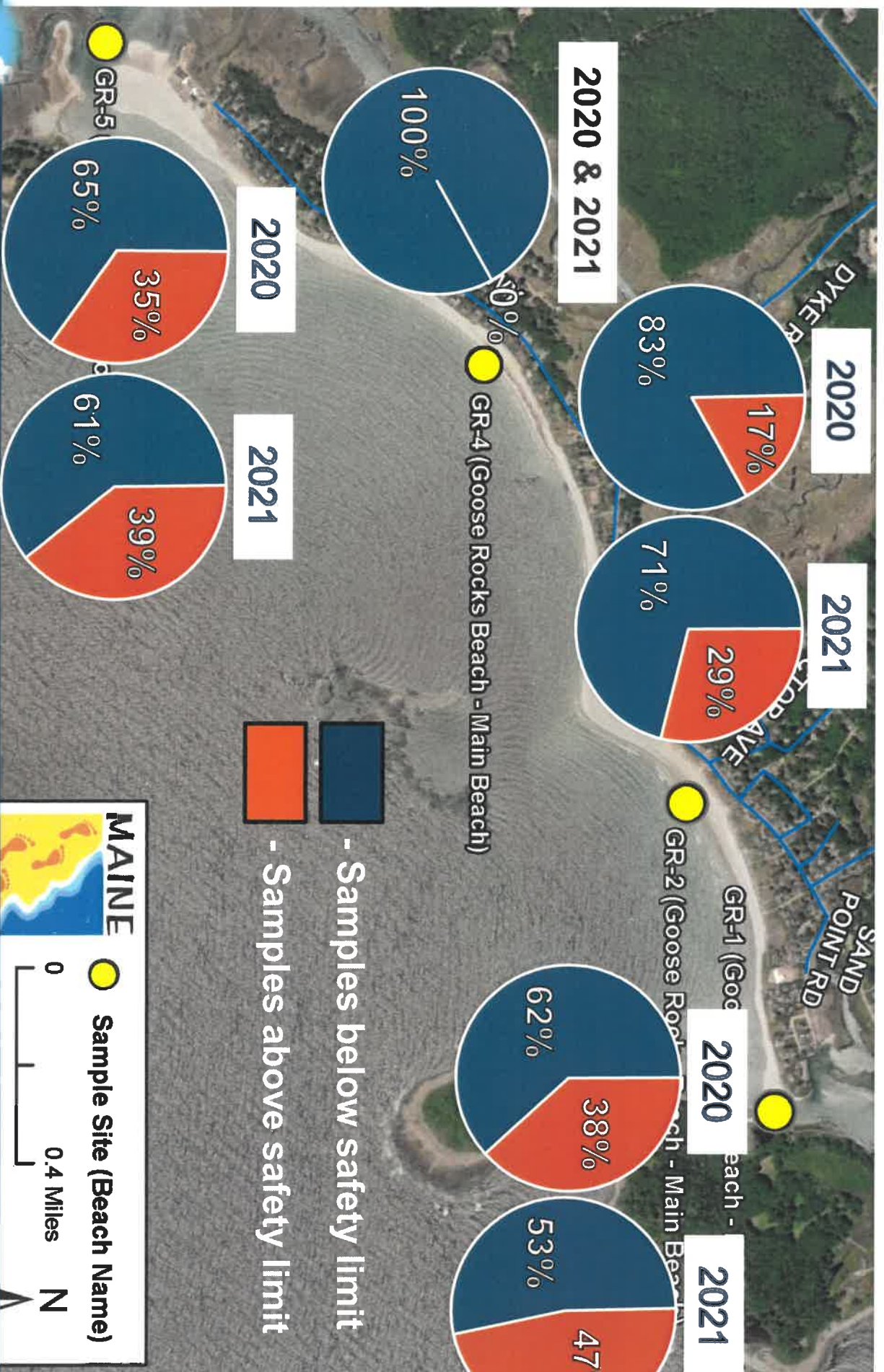


# 2020-2021 Water Quality Trends





# 2020-2021 GRB Water Quality Trends



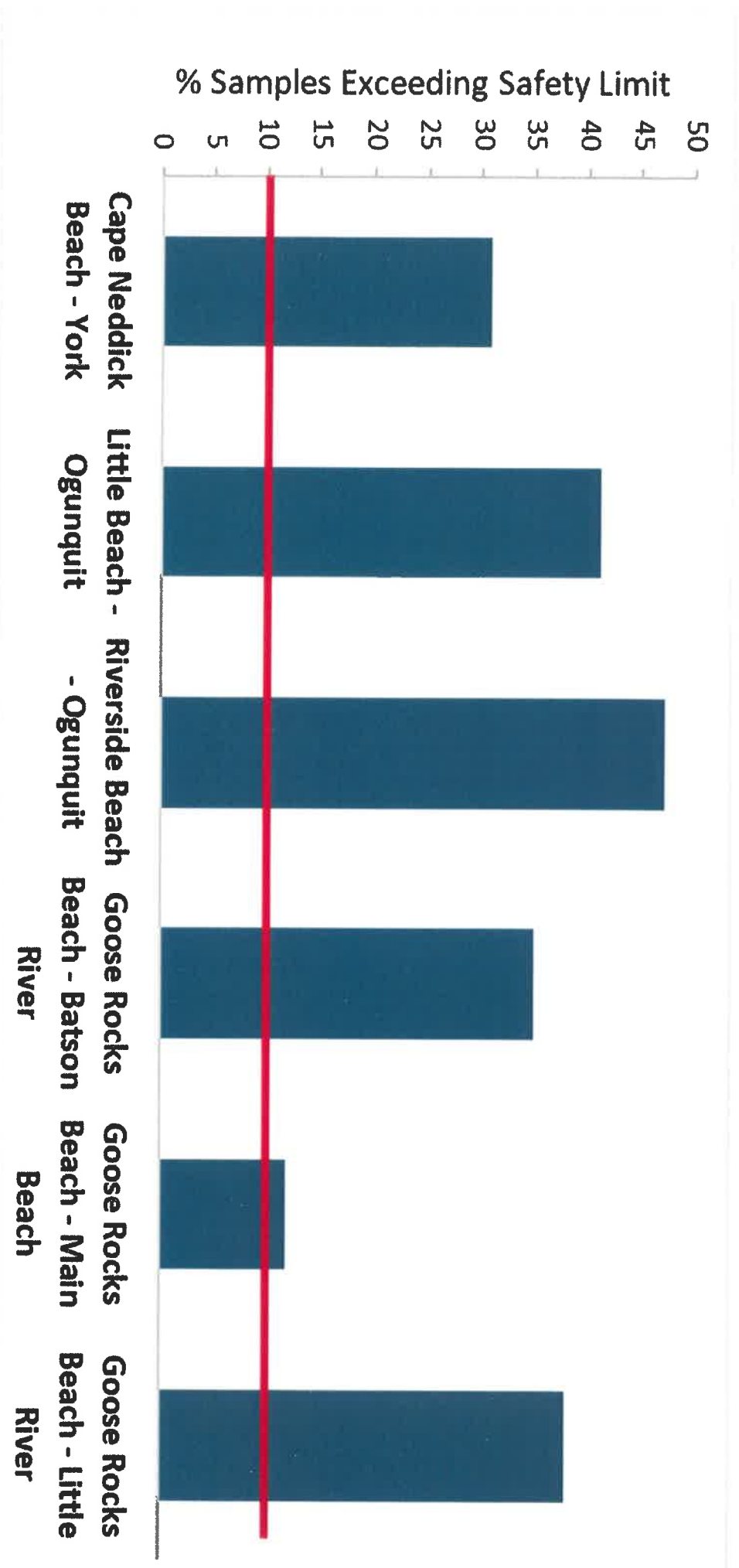
- Samples below safety limit  
 - Samples above safety limit

**MAINE**

● Sample Site (Beach Name)

0 0.4 Miles N

# Water Quality Trends 2020 Monitoring Season

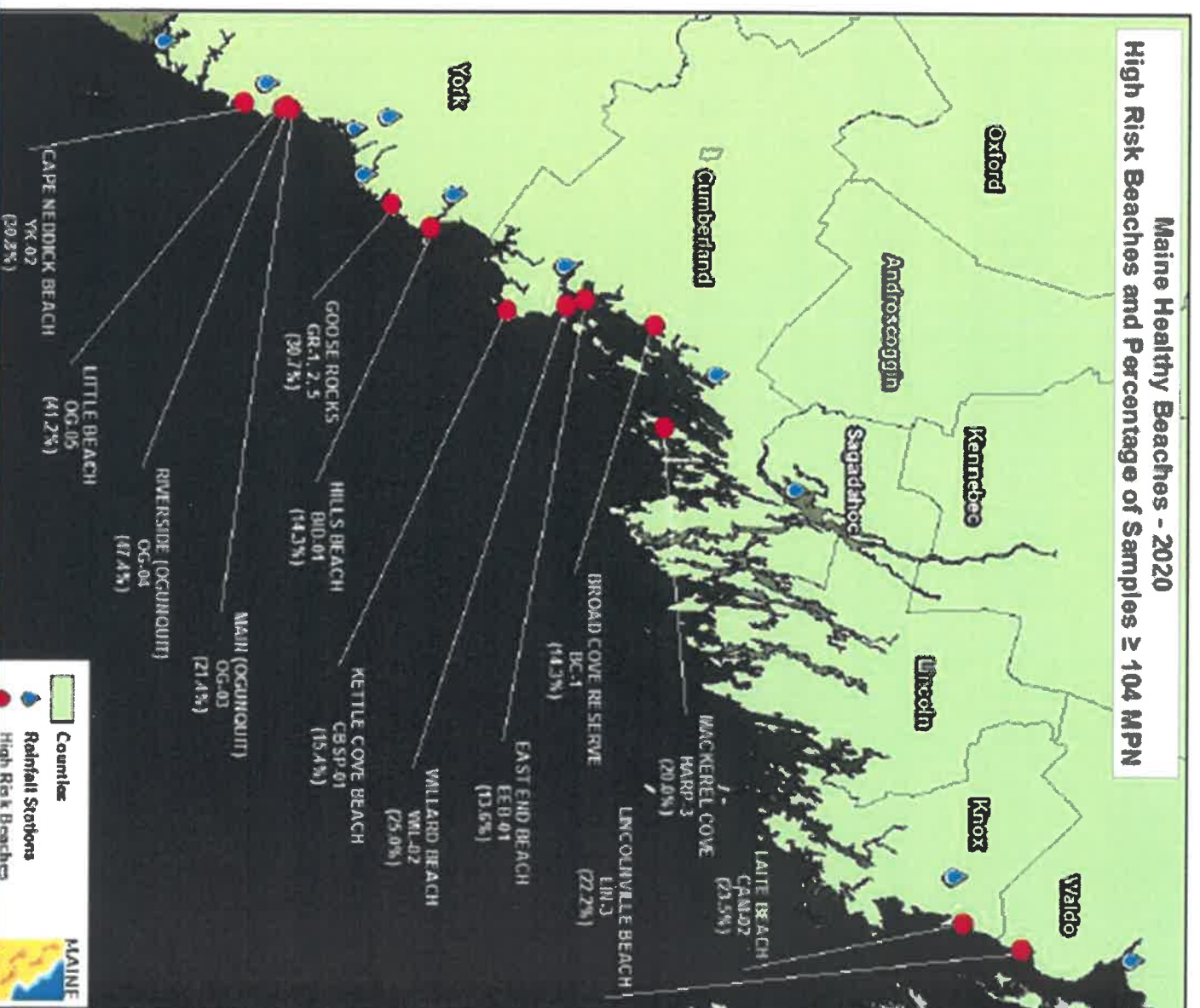




# Enhanced Monitoring

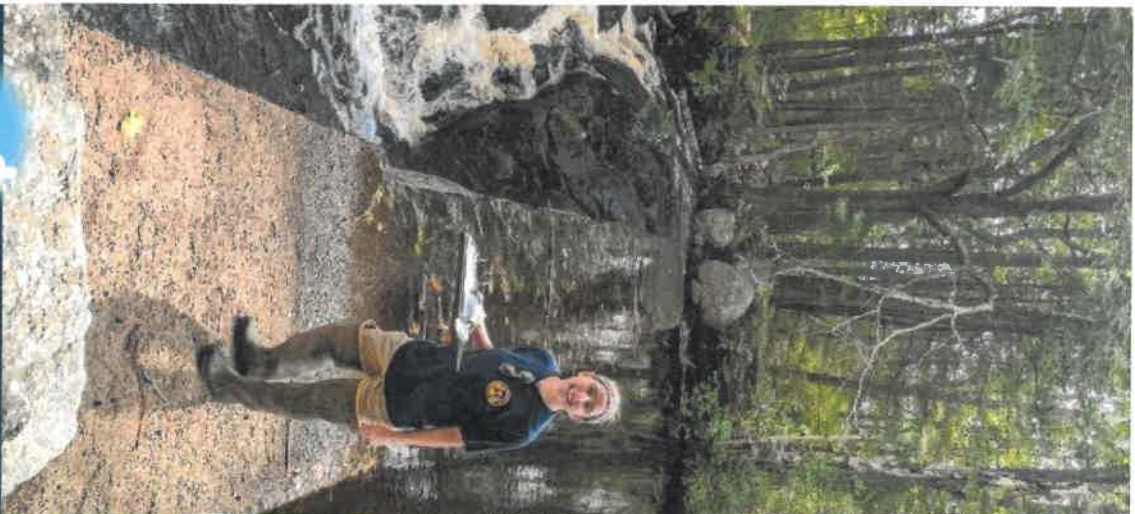
## Objectives:

- Build local capacity to address existing and future bacteria impairments
- Improve downstream beach water quality
- Inform management decisions
- Support watershed plan development and increase opportunities for funding.





# Enhanced Monitoring

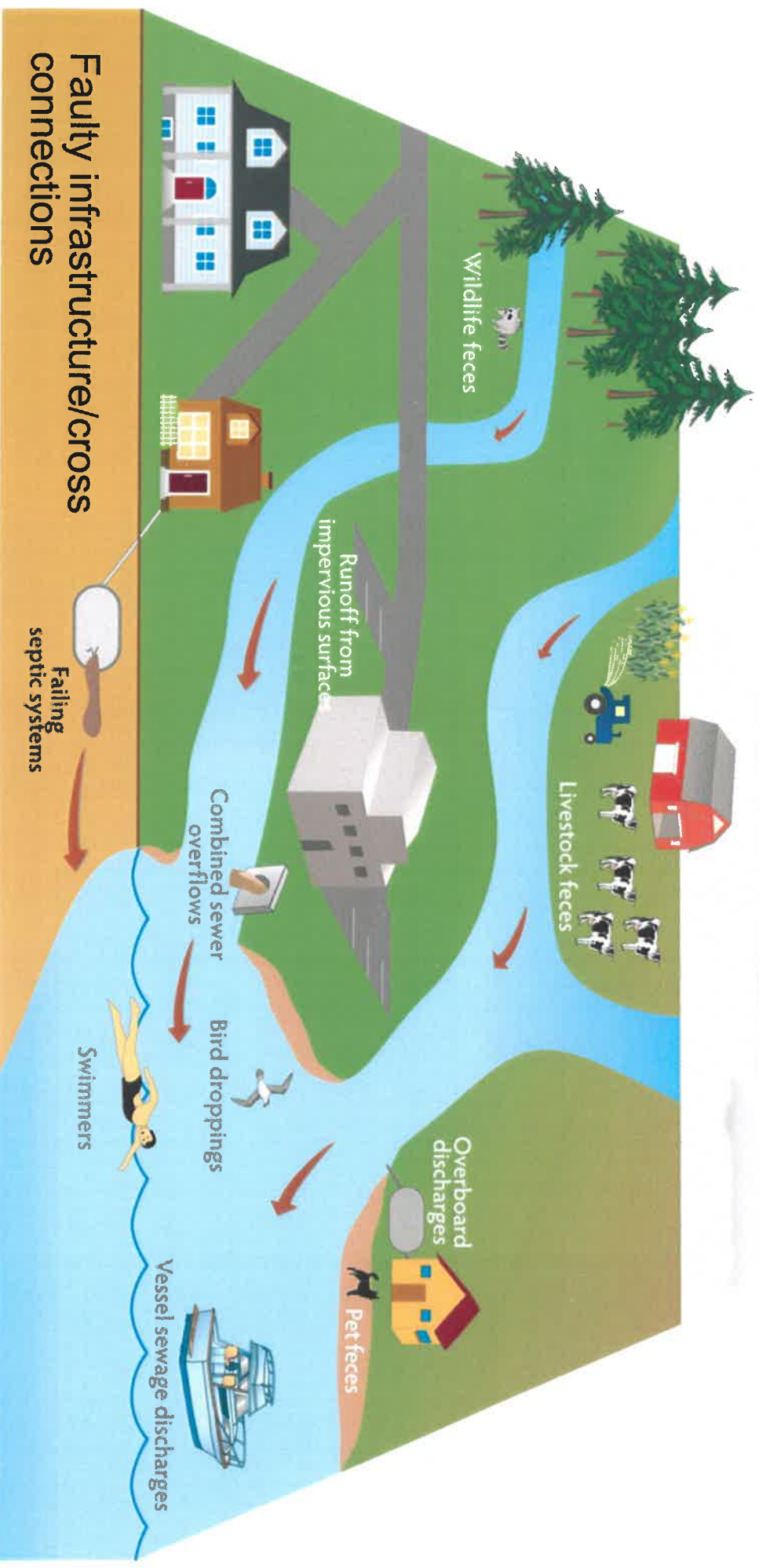


MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION

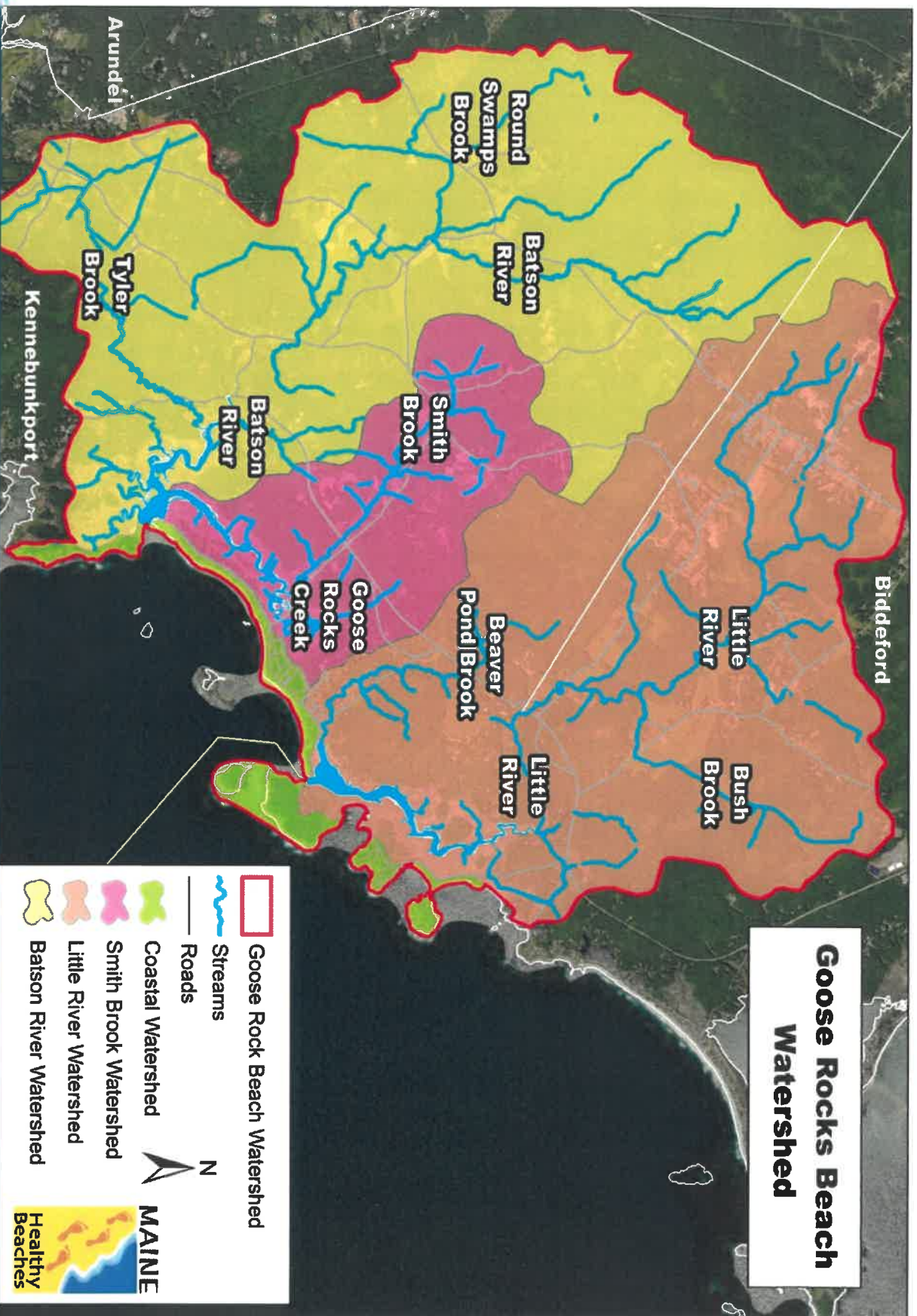
[www.maine.gov/dep](http://www.maine.gov/dep)



# Sources of Bacterial Pollution



# Watershed Monitoring



**Goose Rocks Beach Watershed**

Goose Rock Beach Watershed  
~ Streams  
— Roads  
 Coastal Watershed  
 Smith Brook Watershed  
 Little River Watershed  
 Batson River Watershed

N  
 N

**MAINE**  
 Healthy Beaches

MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION

[www.maine.gov/dep](http://www.maine.gov/dep)

Data Source: Maine's Office of GIS, FB Environmental, WNERR





# Watershed Monitoring

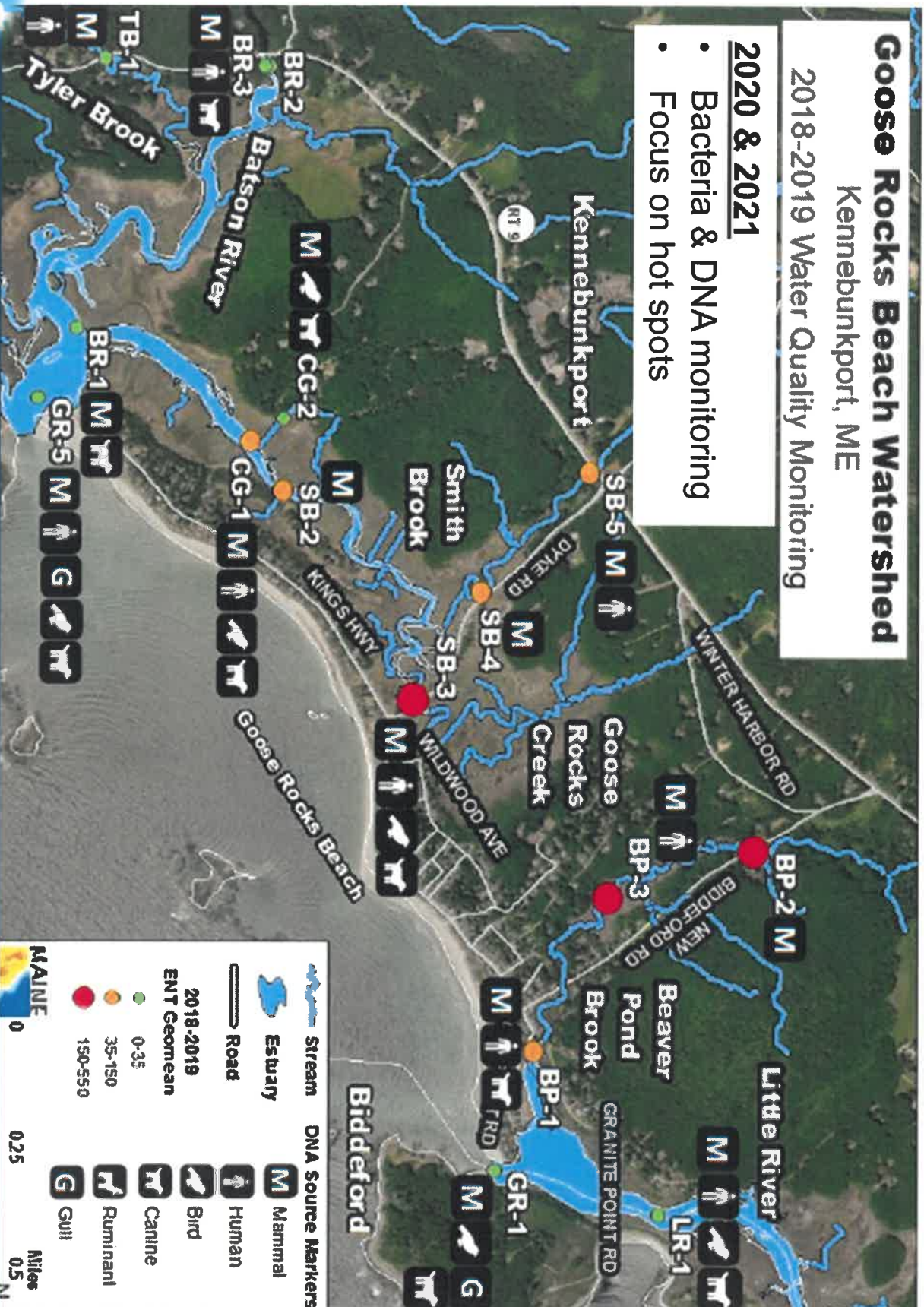
## Goose Rocks Beach Watershed

Kennebunkport, ME

2018-2019 Water Quality Monitoring

**2020 & 2021**

- Bacteria & DNA monitoring
- Focus on hot spots





# Watershed Monitoring

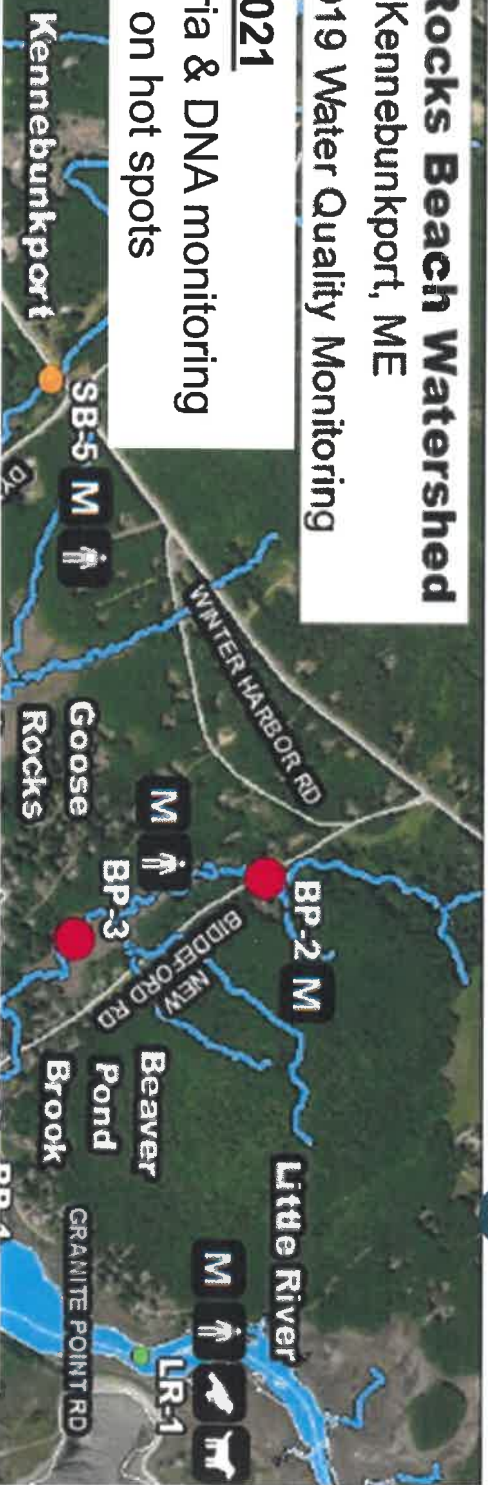
## Goose Rocks Beach Watershed

Kennebunkport, ME

2018-2019 Water Quality Monitoring

### 2020 & 2021

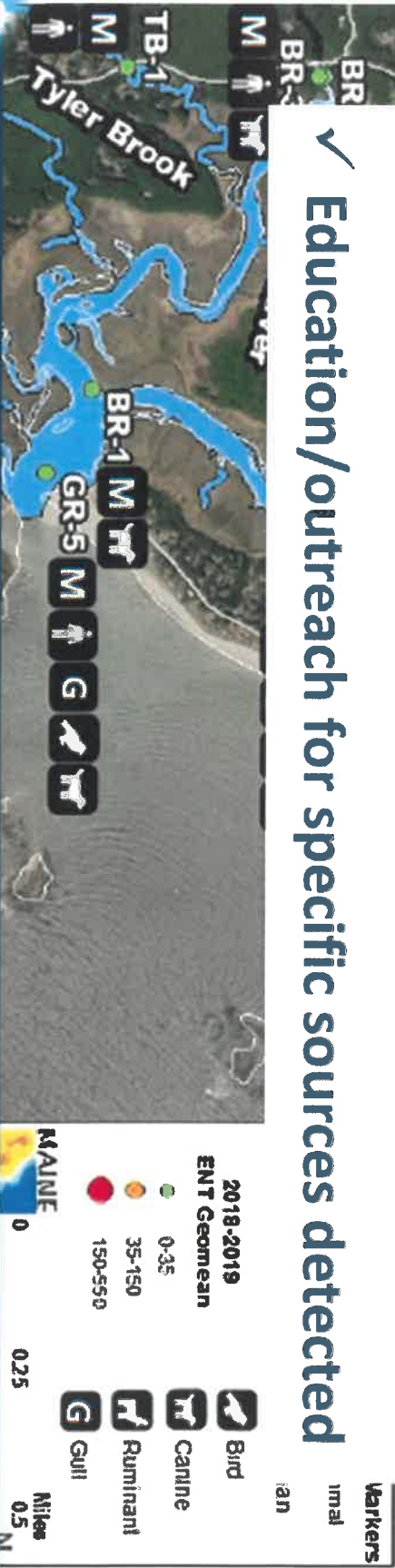
- Bacteria & DNA monitoring
- Focus on hot spots



✓ Identify and eliminate bacteria sources

✓ Infrastructure investigations (sewer/septic)

✓ Education/outreach for specific sources detected



# Recap

Began participating with the Maine Healthy Beaches program to monitor beach water quality.

2004

Increased watershed testing and follow up investigations including stormwater and wastewater investigations.

2018-2021

Partnered with UNE to host an intern. Efforts supported data management and storymap development.

2020-2021







# KENNEBUNKPORT PUBLIC HEALTH

## Education/Outreach

**This home uses a SEPTIC SYSTEM**

Do not flush or drain:

- Food Debris
- Grease
- Paper Towels
- Sanitary Products
- Tissues or Wipes
- Cotton Swabs
- Non-Biodegradable Products



## What to Do With Doo

Clean up after your  
pets and do your part  
to keep our water  
resources healthy!



**SWIMMING ADVISORY**

Weekly water testing: Memorial Day - Labor Day

**Caution**

Elevated bacteria levels have been found in the rivers at either end of Goose Rocks Beach (Little River and Balsam River) particularly at low tide. At low tide, it is advised to swim in the main beach of Goose Rocks Beach and avoid water contact in the rivers.

Elevated bacteria levels can occur at the beach and river areas after heavy rains. Water contact should be avoided after heavy rain at all parts of Goose Rocks Beach.

For more information, contact:  
Kennebunkport Public Health Dept. @ (207) 967-4401,  
or visit: [www.mainehealthybeaches.org](http://www.mainehealthybeaches.org)

**NO LIFEGUARD ON DUTY**

**RAINFALL ADVISORY**  
Rainfall can increase bacteria levels. Water contact not advised.

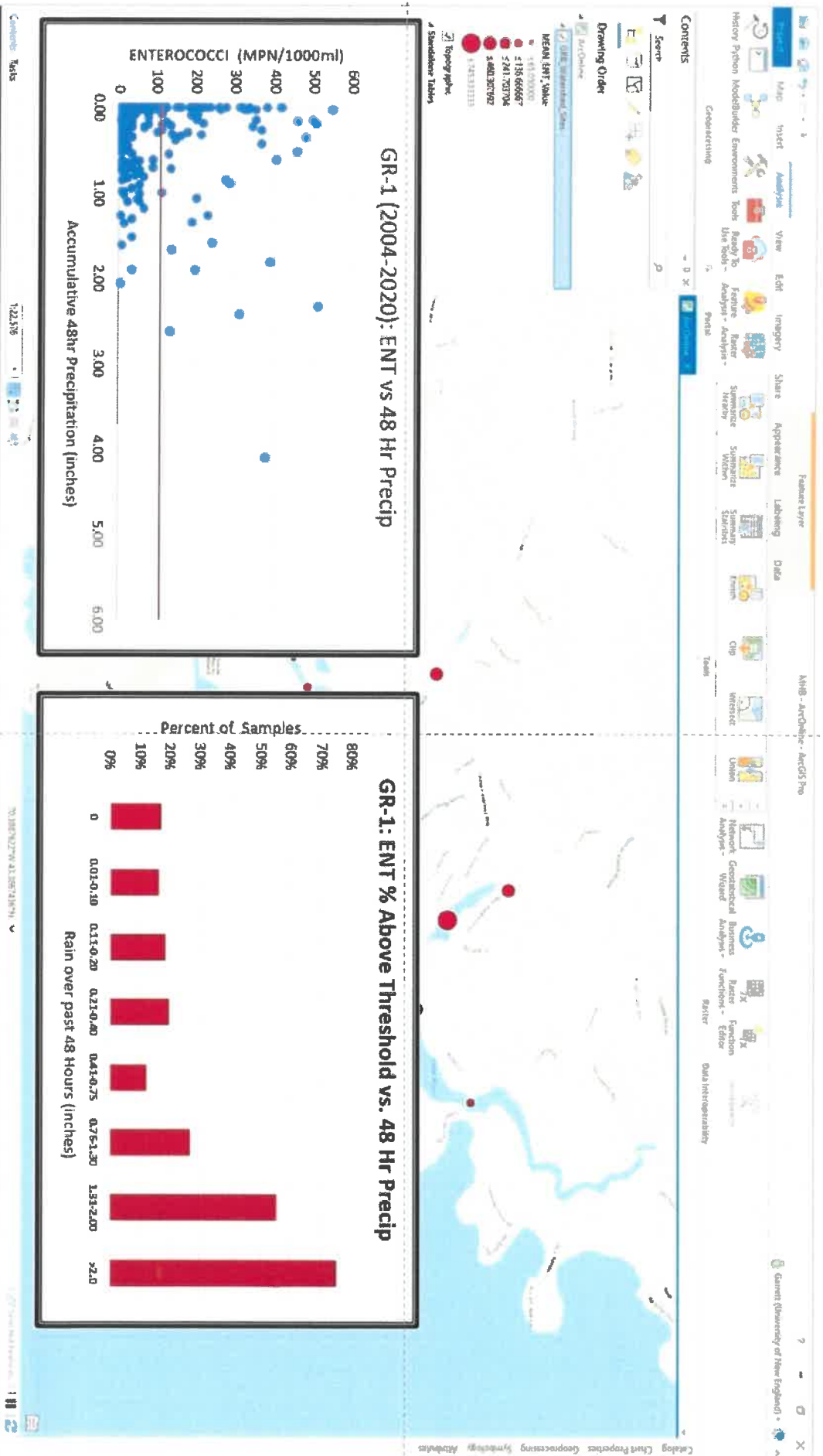
**CONTAMINATION ADVISORY**  
Bacteria levels may be unsafe. Water contact is not advised.

**NO SWIMMING**





# UNE Internship – Data





# UNE Internship - Storymap

## A Tale of Tide and Turf

Water quality monitoring efforts in the Goose Rocks Beach Watershed. Together, we can do our part to keep our watershed healthy!

Town of Kennebunkport, Maine

November 11, 2021

<https://storymaps.arcgis.com/stories/c7c5bbcc2d414e66ab2e9801e09d3121>

MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION

[www.maine.gov/dep](http://www.maine.gov/dep)

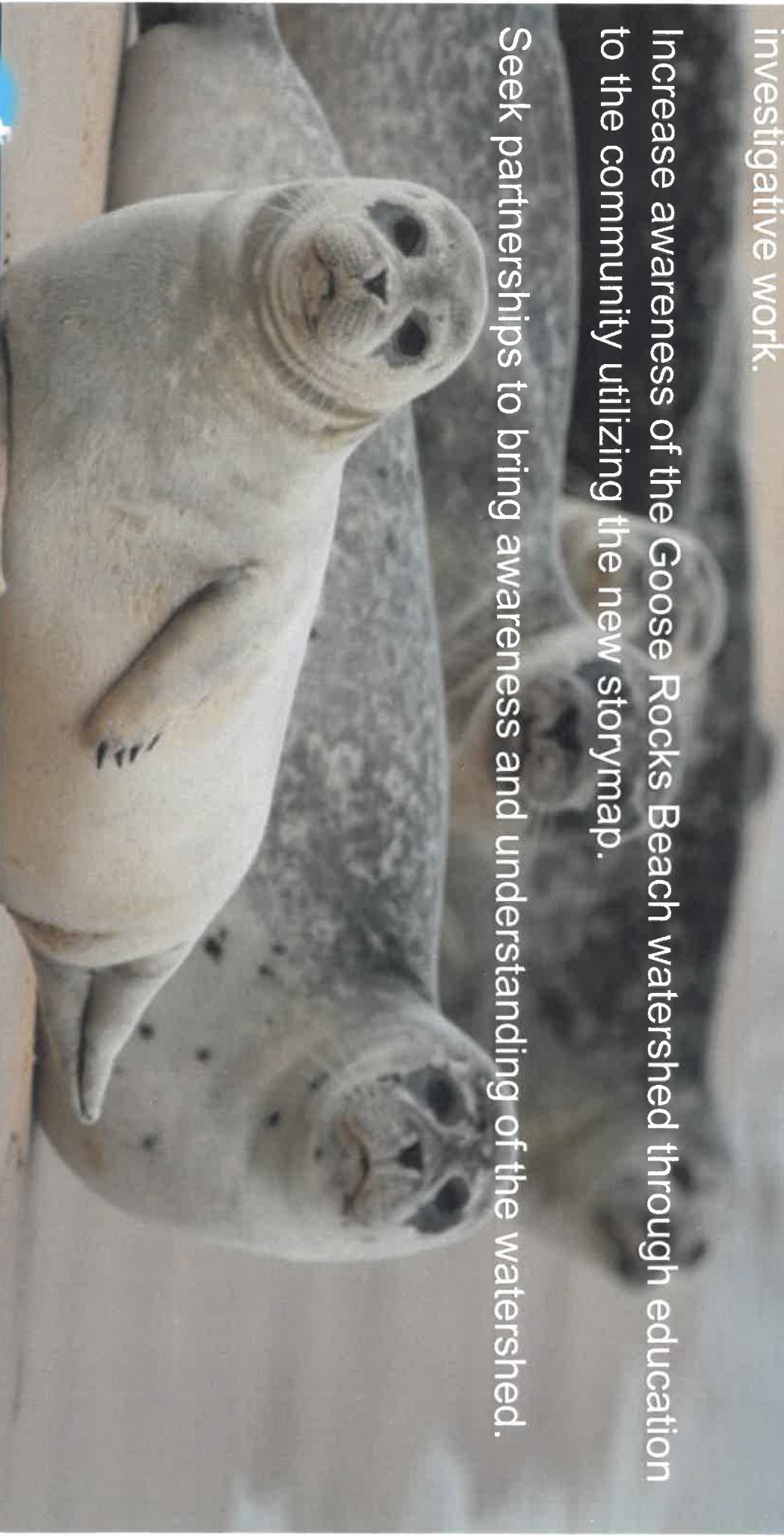


# Next Steps

Continue watershed monitoring with DNA sampling to identify potential sources of contamination and address issues when they arise through targeted investigative work.

Increase awareness of the Goose Rocks Beach watershed through education to the community utilizing the new storymap.

Seek partnerships to bring awareness and understanding of the watershed.





Contact:

Maine Healthy Beaches – Maine DEP

Meagan Sims

[meagan.sims@maine.gov](mailto:meagan.sims@maine.gov)

207-530-2518

Town of Kennebunkport

Alison Kenneway

[akenneway@kennebunkportme.gov](mailto:akenneway@kennebunkportme.gov)

207-967-4401

[www.maine.gov/dep](http://www.maine.gov/dep)



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# AGENDA ITEM DIVIDER

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**MEMORANDUM**

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**TO:** LAURIE SMITH  
BOARD OF SELECTMAN

**FROM:** CRAIG SANFORD – POLICE CHIEF  
JOHN EVERETT – FIRE CHIEF

**SUBJECT:** RADIO SYSTEM APPROVAL

**DATE:** JANUARY 18, 2022

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In the winter of 2019, the department heads of the town started a discussion about issues with the radio system. The largest complaint was the lack of signal strength (range) that we currently work under. We started by meeting with 2-Way Communications Service Inc, a company that for years has given the Town great service and reliability especially when we have needed a repair on the public safety side of our existing radio system. The information attached to this memo is the solution to these radio system issues.

As you recall, we looked at the radio needs for the entire town, from public safety, highway, and wastewater. The system chosen may be expanded as the needs of the town grow. The proposal replaces all radios and related equipment in Dispatch, all Police vehicles, Highway and Wastewater vehicles and all Fire Department vehicles and the KEMS' Ambulance. The proposal also calls for the installation of two transmit and receive sites, one at the wastewater treatment plant and one at Goose Rocks Beach Fire Station. These two sites will have a 120-foot tower erected to hold the antennas needed. The two new radio sites will transmit and receive their signals through a microwave link on the water tower.

Since the Town does not own the land or building at the Goose Rocks Fire Station, a twenty-year lease agreement was signed between the Town and the GRB Fire Company. The agreement allows for the Town to construct and own the tower located on the GRB Fire Company's land.

The proposal is a joint venture between Motorola and 2-Way that covers all needed materials and work to be performed from the engineering, building, testing and installation of all components. Motorola will provide all components needed and engineering for the VHF digital and analog system that PD, Fire and EMS will use. 2-Way with Motorola products will provide the UHF DMR (digital mobile radio) equipment for Wastewater and Highway. 2-Way will also take care of equipment installation in all vehicles and tower sites.

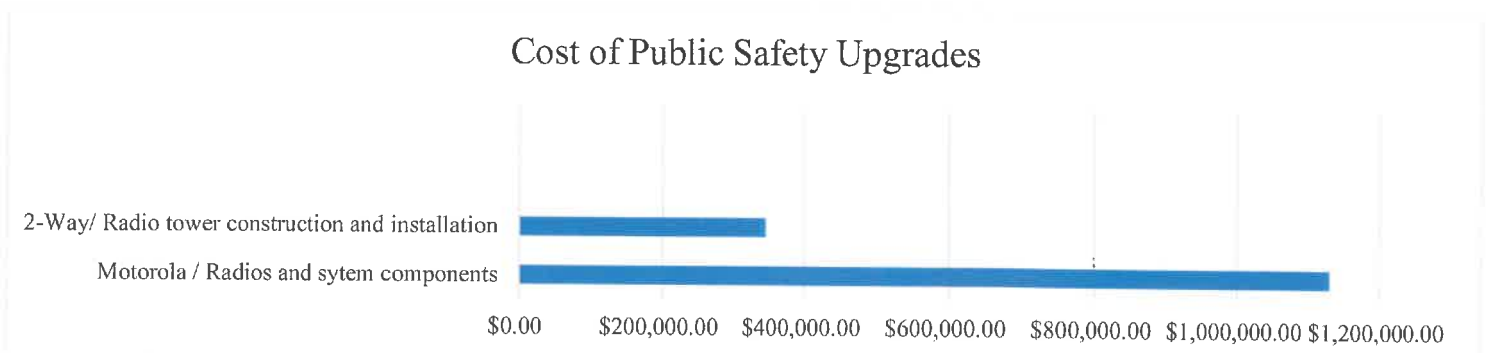
Because the equipment we currently have is Motorola and has been dependable, we as a user group wanted to stay with the same brand. With this decision, it made it almost impossible to go out to bid on the project because the Motorola brand would be priced the same no matter the installer. To try and satisfy the town's purchasing policy and protect the Town's interests, we hired a third-party reviewer to analyze the proposal. The Town partnered with Peter DeNutte from Envision Analysts. Mr. DeNutte has extensive experience in the communications field and has run the State of New Hampshire's 911 Commission for many years. Mr. DeNutte and Envision Analysts were asked to look at all aspects of the project. They were asked to look at the engineering, making sure this system



will meet the needs of the Town, verifying that the system would operate as promised. In step with the engineering, they were asked to review all pricing, making sure that the Town is getting a fair value for their dollars. Attached to this memo is the report we received from Mr. DeNutte. It should also be noted because the pricing from Motorola was part of a public safety discount, we were able to bring the project in under budget even though pricing has increased since the project inception.

As a reminder, the project has been funded using \$500,000.00 in Capital funds along with a one-million-dollar bond.

As you can see from the chart below, Motorola will get \$1,130,500.00 for radio equipment and all components and 2-Way Communications will get \$ 345,369.81 for radio tower construction, equipment installation at all sites, and installation of radio equipment in all vehicles.



Chief Everett and Chief Sanford, based on the information received by the Town, from Motorola, 2-Way Communications and Envision Analysts endorse the approval of the entire project and ask for your approval to move forward.





CUSTOMER: Town of Kennebunkport

DATE: 1.10.2022

**QUOTE**

Civil and PCR add on to Motorola System by 2-Way direct to Town of Kennebunkport.

SUB SYS ID	LI	QTY	APC	NOMENCLATURE	DESCRIPTION	PRICE	EXTENDED
<b>SYSTEM: K2 REDUNDANT CORE WITH MCC CONSOLES, 2ch. SYSTEM WITH CAPACITY PLUS TRUNKING OVERLAY</b>							
FCC Coordination		1		FCC	FCC licensing assistance, Simulcast VHF, UHF	\$ 2,500.00	\$ 2,500.00
Subscriber Programming		1		S&D Team	Subscriber programming, all	\$ 1,600.00	\$ 1,600.00
<b>POLICE RADIO ROOM (CO-LOCATED WITH CORE)</b>							
MWBH 4.9GHZ		3	908	DS1010419001	Coaxial Cable Grounding Kits for 1/4" and 3/8" Cable	\$ 26.00	\$ 78.00
MWBH 4.9GHZ		1	908	DSC000065L007	LPU and Grounding Kit (1 kit per ODU)	\$ 400.00	\$ 400.00
MWBH 4.9GHZ		1	908	DSC050067H004	PTP 670 Integrated 23dBi END with AC+DC Enhanced Supply (FCC)	\$ 3,095.00	\$ 3,095.00
MWBH 4.9GHZ		1	908	DSEW-E4PT6XX-WW	PTP 650/670 Extended Warranty, 4 additional years (per END)	\$ 224.00	\$ 224.00
MWBH 4.9GHZ		1	908	DSWB3176	328 ft (100 m) Reel Outdoor Copper Clad CAT5E (Recommended for PTP)	\$ 495.00	\$ 495.00
Bat Shelf		2		BMS-19/23	Battery Shelf	\$ 375.00	\$ 750.00
Bat Module		3		BM-48-4	Battery Module, 48V/4Ah (modified for SLR 12V)	\$ 615.00	\$ 1,845.00
Gateway Radio U		3		XPR5550e	UHF Gateway radio	\$ 1,117.00	\$ 3,351.00
Gateway Radio V		2		XPR5550e	VHF Gateway radio	\$ 1,120.00	\$ 2,240.00
Gateway Antenna		5		GWAntenna	Simple Gateway antenna system	\$ 300.00	\$ 1,500.00
P25 Radio		1		APX4500	APX Mobile for Police Gateway	\$ 2,245.81	\$ 2,245.81
Antenna Install		2		TCI	TCI subcontract climbers for antenna install	\$ 6,000.00	\$ 12,000.00
<b>WATER TANK</b>							
MWBH 4.9GHZ		9	908	DS1010419001	Coaxial Cable Grounding Kits for 1/4" and 3/8" Cable	\$ 26.00	\$ 234.00
MWBH 4.9GHZ		3	908	DSC000065L007	LPU and Grounding Kit (1 kit per ODU)	\$ 400.00	\$ 1,200.00
MWBH 4.9GHZ		3	908	DSC050067H004	PTP 670 Integrated 23dBi END with AC+DC Enhanced Supply (FCC)	\$ 3,095.00	\$ 9,285.00
MWBH 4.9GHZ		3	908	DSEW-E4PT6XX-WW	PTP 650/670 Extended Warranty, 4 additional years (per END)	\$ 224.00	\$ 672.00
MWBH 4.9GHZ		3	908	DSWB3176	328 ft (100 m) Reel Outdoor Copper Clad CAT5E (Recommended for PTP)	\$ 495.00	\$ 1,485.00
Antenna Install		2		TCI	TCI subcontract climbers for antenna install	\$ 6,000.00	\$ 12,000.00
<b>GOOSE ROCKS STATION</b>							
MWBH 4.9GHZ		3	908	DS1010419001	Coaxial Cable Grounding Kits for 1/4" and 3/8" Cable	\$ 26.00	\$ 78.00
MWBH 4.9GHZ		1	908	DSC000065L007	LPU and Grounding Kit (1 kit per ODU)	\$ 400.00	\$ 400.00
MWBH 4.9GHZ		1	908	DSC050067H004	PTP 670 Integrated 23dBi END with AC+DC Enhanced Supply (FCC)	\$ 3,095.00	\$ 3,095.00
MWBH 4.9GHZ		1	908	DSEW-E4PT6XX-WW	PTP 650/670 Extended Warranty, 4 additional years (per END)	\$ 224.00	\$ 224.00
MWBH 4.9GHZ		1	908	DSWB3176	328 ft (100 m) Reel Outdoor Copper Clad CAT5E (Recommended for PTP)	\$ 495.00	\$ 495.00
Bat Shelf		2		BMS-19/23	Battery Shelf	\$ 375.00	\$ 750.00
Bat Module		3		BM-48-4	Battery Module, 48V/4Ah (modified for SLR 12V)	\$ 615.00	\$ 1,845.00
Tower		1		TOWER	120' Self Supporting Tower (budgetary figure based on normal site conditions)	\$ 60,000.00	\$ 60,000.00
Antenna Install		1		TCI	TCI subcontract climbers for antenna install	\$ 6,000.00	\$ 6,000.00
<b>SEWER TOWER</b>							
MWBH 4.9GHZ		3	908	DS1010419001	Coaxial Cable Grounding Kits for 1/4" and 3/8" Cable	\$ 26.00	\$ 78.00
MWBH 4.9GHZ		1	908	DSC000065L007	LPU and Grounding Kit (1 kit per ODU)	\$ 400.00	\$ 400.00
MWBH 4.9GHZ		1	908	DSC050067H004	PTP 670 Integrated 23dBi END with AC+DC Enhanced Supply (FCC)	\$ 3,095.00	\$ 3,095.00
MWBH 4.9GHZ		1	908	DSEW-E4PT6XX-WW	PTP 650/670 Extended Warranty, 4 additional years (per END)	\$ 224.00	\$ 224.00
MWBH 4.9GHZ		1	908	DSWB3176	328 ft (100 m) Reel Outdoor Copper Clad CAT5E (Recommended for PTP)	\$ 495.00	\$ 495.00
Bat Shelf		2		BMS-19/23	Battery Shelf	\$ 375.00	\$ 750.00
Bat Module		3		BM-48-4	Battery Module, 48V/4Ah (modified for SLR 12V)	\$ 615.00	\$ 1,845.00
Gateway Radio U		1		XPR5550e	UHF Gateway radio	\$ 1,117.00	\$ 1,117.00
Gateway Radio V		1		XPR5550e	VHF Gateway radio	\$ 1,120.00	\$ 1,120.00
Gateway Antenna		1		GWAntenna	Simple Gateway antenna system	\$ 300.00	\$ 300.00
Tower		1		TOWER	120' Self Supporting Tower (budgetary figure based on normal site conditions)	\$ 60,000.00	\$ 60,000.00
Antenna Install		1		TCI	TCI subcontract climbers for antenna install	\$ 6,000.00	\$ 6,000.00
DPW Portables		3		XPR7550e	MotoTRBO XPR7550e portable radio, UHF	\$ 966.00	\$ 2,898.00
DPW Mobiles		37		XPR5550e	MotoTRBO XPR5550e Mobile radio, UHF	\$ 1,118.00	\$ 41,366.00
Fire Mobiles		5		XPR5550e	MotoTRBO XPR5550e Mobile radio, UHF	\$ 1,119.00	\$ 5,595.00
Mobile install		42		NEVO	Mobile radio installation, antenna	\$ 375.00	\$ 15,750.00
Fire Portable Chargers		10		NEVO	Portable radio chargers, mobile (install only, product on Moto)	\$ 125.00	\$ 1,250.00
Fire VRS Installs		1		NEVO	Interface cable, connect, test/tune VRS system (existing VRS)	\$ 1,200.00	\$ 1,200.00
Install Travel		9		NEVO	Installation travel, per day	\$ 100.00	\$ 900.00
LCP System		1		LCP	MotoTRBO LCP	\$ 75,000.00	\$ 75,000.00

Equipment Total: \$ 345,369.81



# TOWN OF KENNEBUNKPORT, ME

COMMUNICATIONS UPGRADE

JANUARY 18, 2022

The design, technical, pricing, and other information ("Information") furnished with this submission is proprietary and/or trade secret information of Motorola Solutions, Inc. ("Motorola Solutions") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola Solutions.

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January 18, 2022

Laurie A. Smith, Town Manager  
Town of Kennebunkport  
6 Elm Street  
Kennebunkport, ME 04046

**RE: Motorola Solutions Communications Upgrade**

Dear Ms. Smith:

Motorola Solutions, Inc. (“Motorola Solutions”) appreciates the opportunity to provide Kennebunkport with quality communications equipment/software and services. Motorola Solutions’ project team has taken great care to propose a solution to address your current needs and provide exceptional value.

Motorola’s proposed solution is a VHF Digital and Analog Conventional Simulcast system consisting of one Simulcast cell for Police and Fire as well as Radio Dispatch Consoles. Motorola Solutions carefully reviewed the coverage with all the available sites that were offered. The proposed network consists of the following sites and Equipment:

- **Police HQ/Dispatch** – Conventional Core with 2 Operator Console Positions, 2-GRV Comparators, 2-GTR Base Stations, network gear, GPS unit and antenna system.
- Site Equipment consists of a 2-Channel Simulcast system. The Police channel will be digital and the Fire channel will be analog.
- **Goose Rocks** - RF Site Equipment consisting of a 2-Channel Simulcast system for Police (Digital) and Fire (Analog) with 2-GTR Base Stations, network gear, GPS unit and antenna system.
- **Sewer Department** - RF Site Equipment consisting of a 2-Channel Simulcast system for Police (Digital) and Fire (Analog) with 2-GTR Base Stations, network gear, GPS unit and antenna system.
- **APX Mobile and Portables radios for Police and Fire.**

Motorola Solutions’ offer is subject to the terms and conditions of the enclosed Communications System and Services Agreement, including all Addenda (“CSSA”) and will remain valid until February 15, 2022. Kennebunkport may accept this offer by returning a signed copy of the CSSA to Motorola Solutions.

Our goal is to provide Kennebunkport with the best products and services available in the communications industry. If you should have questions regarding this proposal or contract please reach out to your Motorola Solutions Account Representative Scott Cruikshank at 978-270-5505. We thank you for the opportunity to present our proposed solution, and we hope to strengthen our relationship by implementing this project.

Sincerely,



Roy Kirchner  
Territory Vice President

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SECTION 1

# SYSTEM DESCRIPTION

## 1.1 CONVENTIONAL SIMULCAST

Motorola Solutions, Inc. (Motorola Solutions) is pleased to present the Town of Kennebunkport (hereinafter Kennebunkport) with an IP-Based Public Safety Land Mobile Radio System.

**A PLATFORM WITH  
UNPARALLELED  
FLEXIBILITY**

From single-site to nationwide deployments, Conventional system is a flexible, modular network with advanced call processing capabilities designed to meet the needs of public safety. Conventional system can adapt to accommodate additional users, increased geographic coverage, enhanced data applications, and connectivity to other networks—all to ensure an efficient and cost-effective solution for decades to come.

RF system is optimized for the rigorous demands of public safety, providing reliable, always available communications. When an emergency involves multiple agencies, first responders can share voice and data communication among their teams. In addition, centralized command and control can deploy resources efficiently, maintain communication security, and track personnel effectively.

### 1.1.1 Basic System Configuration

The following proposal section is intended to provide a general overview of the proposed VHF Digital and Analog Conventional Simulcast system for Kennebunkport.

The new VHF Digital and Analog Conventional Simulcast system will consist of one Simulcast cell; the Core and console equipment will be located at the Police Headquarters. The Dispatch equipment along with the comparator network will also be located at the Police Headquarters Site.

The proposed Simulcast network consists of the following sites:

- Police HQ/Dispatch – Conventional Core with 2 Operator Console Positions. Site Equipment consisting of a 2-Channel Simulcast system where Police will be Digital, and Fire will be Analog, 2-GRV Comparators, 2-GTR Base Stations, network gear, GPS unit and antenna system.
- Goose Rocks – RF Site Equipment consisting of a 2-Channel Simulcast system for Police (Digital) and Fire (Analog) with 2-GTR Base Stations, network gear, GPS unit and antenna system.
- Sewer Department – RF Site Equipment consisting of a 2-Channel Simulcast system for Police (Digital) and Fire (Analog) with 2-GTR Base Stations, network gear, GPS unit and antenna system.

It is important to mention that Motorola Solutions carefully reviewed the coverage with all the available sites that were offered.

The existing Water Tank Site will be used as a relay Microwave Site only, no LMR. The Sites will be connected to the customer provided backhaul, which is Microwave Cambium PTP670 to Water Tank.

All Site and Core equipment will be backed-up by rack mounted UPS units provided.

## 1.2 CONVENTIONAL SYSTEM DESIGN

Voice communication is the basis of a conventional system. A conventional system simply rebroadcasts the user's voice out to the other subscribers, increasing the system's coverage area.

Conventional systems have several design considerations based on the customer's coverage and operational needs. Direct radio frequency (RF) communication – relying solely on the transmitter output power of a portable or mobile radio – is not always enough to successfully network a fleet of field radios throughout a system coverage area. When coverage is required over a large area or in a building, an infrastructure must be added to complete the network.

Conventional systems vary in both size and sophistication. Systems are often configured as single-site or multi-site depending on the coverage or "talk range" that is desired. A basic single site conventional system consists of a GTR 8000 repeater or base station. The system can be expanded to increase system wide coverage by adding equipment to make it a standalone multi-site, voting, simulcast or multicast system.

### 1.2.1 Architecture

#### 1.2.1.1 Simulcast

When a wide geographical area requires communications throughout the system, simulcast provides a solution. Simulcast is the simultaneous broadcast of the same voice or message from multiple transmitter sites on the same frequency. Simulcast was developed by Motorola Solutions to meet the needs of users who were outgrowing their single-site radio systems. These systems provide consistent communications throughout a large city, metropolitan area, county, or even country.

Simulcast systems are a frequency efficient and user-friendly technique of providing wide-area coverage. Simulcast offers the following advantages:

- **Larger Coverage Area** – One radio site may not provide the coverage necessary for the application in question. Simulcast expands the coverage area by expanding the number of radio sites. A simulcast system delivers continuous coverage throughout a large geographic area.
- **Efficient Use of Frequencies** – Adding sites typically requires more frequencies. In a simulcast system, the same frequencies are reused at every site in the system. This makes very efficient use of the available spectrum.
- **Simple Radio Operation** – Field units must be easy to use. Because the simulcast architecture operates like a single-site system, operations are simplified and radios are easy to use.

### 1.2.2 Design Details

The proposed system will include two (2) channels for Kennebunkport. This will be a Collocated Police and Fire Simulcast System where Police will be Digital and Fire will be Analog.

Connectivity to the Police HQ site from each of the remote sites is through Kennebunkport/shop provided microwave backhaul.

The frequencies that will be present at all Kennebunkport sites are below in Table 1-1:

**Table 1-1: System Frequencies**

Site	Base Station TX	Base Station RX	Type	Mode
1	155.190 (Digital) 153.800 (Analog)	158.895 (Digital) 150.805 (Analog)	Digital/Analog	Simulcast
2	155.190 (Digital) 153.800 (Analog)	158.895 (Digital) 150.805 (Analog)	Digital/Analog	Simulcast
3	155.190 (Digital) 153.800 (Analog)	158.895 (Digital) 150.805 (Analog)	Digital/Analog	Simulcast

### 1.2.2.1 Police HQ / Dispatch Site

The site acts as a control and digitized audio center for the simulcast subsystem. Audio is routed to the site from each simulcast remote site. To ensure that the best audio from the simulcast receivers is processed, a comparator selects the best signal. The TRAK GPS units are responsible for timing and use a GPS signal to train their oscillators and therefore do not typically require maintenance, such as adjustment of the oscillators.

### 1.2.2.2 Remote Sites

The RF transmitters and receivers are located at the simulcast remote sites. These sites simultaneously transmit identical information from each site to the radios. The receivers at these sites receive the audio from the user radios, and pass the audio back to the prime site. Audio and site control comes from the prime and master sites. Equipment at a simulcast remote site includes simulcast base radios, fault management equipment, antenna systems, and networking equipment for interfacing.

### 1.2.2.3 Provided Equipment

This section is intended to provide a general overview of the simulcast system equipment proposed for the Kennebunkport simulcast project.

#### **Police HQ – Core and Dispatch Center**

The Core Site equipment will operate on AC power with rack mounted UPS units provided. The list of equipment for the Law Enforcement Center includes:

- P25 Conventional Core.
- Two (2) GRV Comparators.
- Two (2) GTR 8000 Base Stations.
- Two (2) MCC7500E Consoles.
- Three (3) APX Consolettes.
  - One (1) to be used for Logging.
- One (1) MC Edge Unit.
- Two (2) MCD 5000 Desksets.
- One (1) RGU.
- One (1) RGU Fanout Switch.
- One (1) TRAK 9100 GPS Unit.
- One (1) Configuration Manager.
- One (1) MKM Alias Manager.
- One (1) MCN.



- Two (2) Low Density Conventional Channel Gateways (CCGW).
- One (1) KVM.
- One (1) custom 2-channel Duplexer.
- Four (4) Racked Mounted UPS units.
  - Two (2) Individual for Console Position.

The 2-RF sites equipment will operate on AC power. The list of equipment for the RF sites includes:

#### **Goose Rocks**

- Two (2) GTR 8000 Base Stations.
- One (1) Backhaul Switch.
- One (1) Site Gateway.
- One (1) TRAK 8835 GPS Unit.
- One (1) custom 2-channel Duplexer.
- One (1) Rack Mounted UPS unit.

#### **Sewer Department**

- Two (2) GTR 8000 Base Stations.
- One (1) Backhaul Switch.
- One (1) Site Gateway.
- One (1) TRAK 8835 GPS Unit.
- One (1) custom 2-channel Duplexer.
- One (1) Rack Mounted UPS unit.

## **1.3 CONVENTIONAL SYSTEM COMPONENTS**

The system designed for the Kennebunkport consists of the following major components:

- GRV 8000 Comparators.
- GTR 8000 Transceiver.
- GCP 8000 Site Controller.
- TRAK GPS and Frequency Standard.

This section of the system description contains descriptions of these components.

### **1.3.1 GRV 8000 Comparator**



**Figure 1-1: GCM Comparator Front View**

The GRV 8000 is compatible with MCC 7500 dispatch consoles and ASTRO 25 core. This comparator is an IP-based device that can process analog audio using G.711 protocol to/from other networked components. The comparator receives analog audio in the form of IP packets containing the sampled analog audio and a Signal Quality Metric (SQM) associated with the voice, and votes on the best SQM. The GRV 8000 supports ‘continuous voting’ and ‘vote and hold’ voting algorithms.

The following parameters are supported:

- Voting Sample period (5-10000 ms, default 50 ms)
  - Interval over which analog signal quality is averaged.
- First vote hold time (5-10000 ms, default 250 ms)
  - Duration comparator waits before allowing the voted receiver to switch after the initial vote (used to avoid corrupting MDC preamble).
- Voting hold time (5-10000 ms, default 250 ms)
  - Duration comparator waits before allowing the voted receiver to switch after it has been selected as the voted receiver.
- Voting hysteresis (0.0-12.0 dB, default 1.0 dB)
  - Amount of signal quality improvement needed before voted receiver can change.
- Signal quality debounce time (5-10000 ms, default 150 ms)
  - Amount of time the signal quality must be better before the voted receiver can change.

### 1.3.2 GCP 8000 Site Controller

The GCP 8000 Site Controller is used at ASTRO 25 Trunking sites to assign voice and data channels and manage and report alarms on-site resources. The GCP 8000 Site Controller supports ASTRO 25 trunking simulcast/multisite and Motorola's 25 kHz High Performance Data system operations. The design enables redundancy either within the chassis (in the case of HPD) or by using two chassis (in the case of trunking simulcast). Constant communication between the active and standby/redundant site controllers allows the standby/redundant controller to automatically take over the site link or site control operations should the active GCP 8000 fail.



Figure 1-2: GCP 8000 Site Controller

### 1.3.3 GTR 8000 Base Radio

The conventional GTR 8000 Base Radio provides the interface between mobile/subscriber radios that access the system on the APCO 25 FDMA Common Air Interface and the rest of the ASTRO 25 Conventional system. It can transmit and receive over the air in the 700/800 MHz, UHF R1, UHF R2, and VHF frequency bands. The GTR 8000 Base Radio transmits using configurable Compatible 4-level Frequency Modulation (C4FM) or Linear Simulcast Modulation (LSM) and receives Compatible 4-level Frequency Modulation (C4FM) for traffic channel communications.

The conventional GTR 8000 Base Radio supports an IP interface to carry payload (i.e. voice, data, and signaling) and control information as well as centralized Network Management fault and configuration information. It can be deployed as follows:

- Conventional Only Site (single repeater/base station/control station/receiver).
- NM/Dispatch Site (single repeater/base station/control station/receiver).

- ISR Site (single repeater/base station/control station/receiver).
- Voting/Multicast/Simulcast prime site or remote subsite (Proposed).
- Conventional Hub Site (Defined by the Distributed Conventional Configuration).
- BR Site (Defined by the Distributed Conventional Configuration).
- Conventional Conduit Hub Site (Defined by the Distributed Conventional Configuration).

The conventional GTR 8000 Base Radio hardware consists of four major FRUs: the transceiver, the power amplifier, the power supply and the fan module. When deployed in a standalone configuration without an external frequency reference, then a transceiver with a SAC module is required to provide an internal frequency reference. The SAC module provides the frequency reference stability to allow the GTR 8000 to be a standalone base station. If the GTR 8000 is to be used in a simulcast topology, then a time reference is also needed to generate the 1 PPS signal for launch time determination. The time reference signal is obtained from the external frequency reference or a separate time reference input obtained from a device such as the TRAK 9100 & 8835.

GTR 8000 Base Radios support ASTRO 25 (IVD) systems. The GTR 8000 Base Radio is available for IVD systems in 700/800 MHz, UHF (435-524 MHz), and VHF (136-174 MHz).

G-series site equipment products are very flexible and designed to support today's robust site designs. G-series site equipment products provide the flexibility to upgrade to future functionality through software downloads.



**Figure 1-3: GTR 8000 Base Radio**

The GTR 8000 Base Radio includes features such as:

- Multisite Linear Simulcast offers industry-leading radio coverage with fewer sites.
- IP-based simulcast operation.
- Compact and integrated hardware utilizing three rack unit chassis enables efficient use of site space.
- Software Defined Radio allows for upgrades to future functionality through software update.
- Modular software design coupled with the Software Download Manager simplifies future upgrades and routine servicing.
- Functionally separate modules - Field Replacement Units (FRU) - are hot-swappable allowing servicing and replacement without system downtime while minimizing channel downtime.
- Designed for ease of service including significantly reduced alignment servicing.
- No initial field alignment or servicing required for Multisite (simulcast) systems.
- Standard battery revert and charging on the GTR 8000 Base Radio eliminates the need for an uninterruptible power supply (UPS) in many installations.

### 1.3.4 GPS / Frequency Standard

The equipment used to synchronize an ASTRO 25 simulcast system is the TRAK is a Global Positioning Satellite (GPS)-based frequency and time reference unit. Its purpose is to provide stable and accurate network time. TRAK 9100 will be installed at the Kingston Prime site and a TRAK 8835 will be installed at each of the other RF sites.

TRAK Site Reference (SSR) unit provides the following outputs to meet the network time and network transport synchronization requirement of the ASTRO 25 system:

- UTC time for the network time synchronization through the 10Base-T NTP.
- T1/E1 signals for the network transport synchronization (framed, RS422, and TTL) through Telecommunication modules (when using T1 circuits).
- One (1) Pulse Per Second time reference (1PPS).

The modules installed in the TRAK are as follows (Located at Kingston Prime):

- GPS receiver with Rubidium oscillator.
- GPS receiver with double ovenized oscillator.
- Two (2) AC power supplies.
- One (1) Telecommunications modules (TEL).
- Fault Sensing Unit (FSU) module.
- Digital Distribution Modules (DDM).

The TRAK 9100 SSR is configured for redundant operation in order to meet system availability requirements. The redundant configuration consists of one GPS Rubidium oscillator module as the main frequency reference, another GPS double ovenized oscillator module as standby reference unit, and two power supplies.

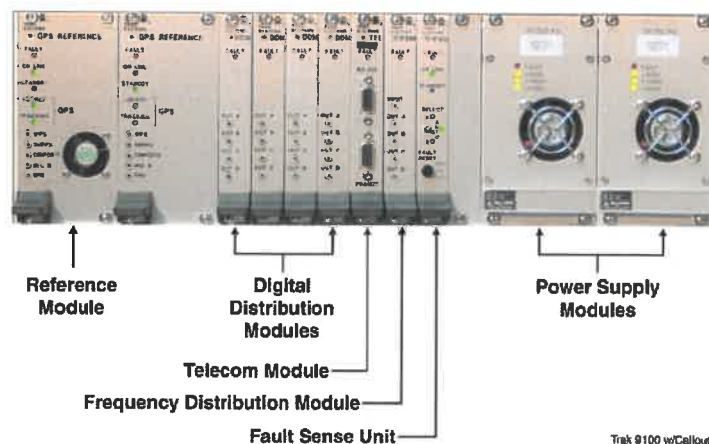


Figure 1-4: TRAK 9100

In a simulcast system, each remote site utilizes a Global Positioning Satellite (GPS) based reference standard, which includes both frequency and timing outputs. The GPS and Frequency Standards device in the simulcast system is the TRAK.

The TRAK provides a composite 1 pulse-per-second (pps) and 5 MHz frequency stability signal to the GTR 8000 and Comparators devices for simulcast transmission synchronization.

The TRAK 9100 is GPS disciplined, which provides time stamp information that is critical to setting precise transmission launch times in Simulcast.

The TRAK 8835 provides 1pps output, 10 MHz frequency reference, NTP server, and pulse rates.

## 1.4 ETHERNET CRITICAL PERFORMANCE REQUIREMENTS

With the implementation of the customer provided Microwave network and any future Ethernet backhaul if needed or required, there are additional jitter, latency, and packet loss constraints that need to be met to ensure fully functioning site links, as shown in Table 1-2 below.

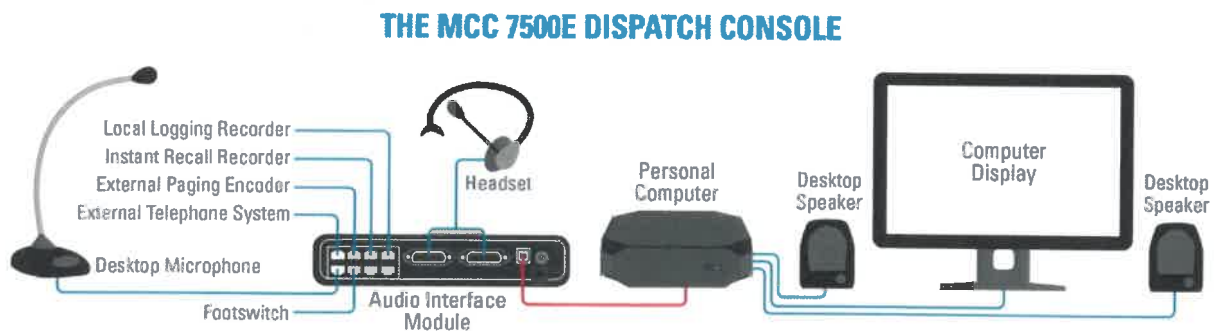
**Table 1-2: Backhaul Critical Performance Requirements**

Parameter	Constraint
Latency	70 ms maximum, end-to-end
Jitter	20 ms Master to Prime 30 ms Prime to any RF site
Packet Loss	0.01%, end-to-end

At the Prime Site, all Remote RF links will terminate at the Prime Site's backhaul switches. The Remote site gateways provide the demarcation points for the Remote RF. The backhaul switches provide the demarcation points at the Prime site. Ethernet site links must be used between each site.

## 1.5 CONSOLE

This proposal is in response to Kennebunkport's request to add two(2) new MCC 7500E Positions and a Conventional K2 CORE at the Police Department Headquarters.



**Figure 1-5: Motorola MCC 7500E Dispatch Console Hardware Architecture**

### Personal Computer (PC)

The personal computer included with the dispatch position is Windows-based and certified by Motorola Solutions.

### Computer Display

The dispatch position will use a 19-inch Computer Display Non-touch screen.



### **Desktop Speakers**

Audio speakers have been included with each dispatch position and can be configured to transmit audio from a specific talkgroup or set of talkgroups. Each speaker is a self-contained unit, with individual volume controls, and can be placed on a desktop.

The two (2) speakers are intended for Select, Unselect, and Instant Recall Audio.

### **Headset Jack**

The dispatch position supports up to two headset jacks, both push-to-talk (PTT) and non-PTT-enabled, for simultaneous use by the dispatcher and a supervisor. The headset jack contains two volume controls for the separate adjustment of received radio and telephone audio.

The proposal includes two (2) headset jacks per position.

### **Headset**

The proposed headset consists of two elements. The headset base includes an audio amplifier, a Push-to-Talk switch, and a long cord that connects to the dispatch position. The headset top consists of the earpiece and microphone as well as a short cable that connects to the headset base.

One (1) Headset has been included with this proposal along with 15-foot headset base with PTT and single muff headsets per position.

### **Microphone**

The microphone controls the dispatch position's general transmit and monitor features through two buttons on its base. The microphone can be fastened down or left loose. It can be used alone or in conjunction with a headset.

The gooseneck microphone has not been included with this proposal. A USB microphone has been quoted instead.

### **Footswitch**

Each dispatch position includes a dual pedal footswitch that controls general transmit and monitor functions.

## **1.6 SUBSCRIBER RADIOS**

The APX™ Series is Motorola Solutions' fourth generation of Project 25 digital radios providing Kennebunkport with seamless, high quality communications that withstand the most demanding of environments.

The mobiles, portables and their options and accessories are listed in the equipment list. The following quantities and models has been provided:

- Twelve (12) APX 4500 VHF Mobiles without Speakers and Antennas.
- Sixty (60) APX 4000 VHF Portables.
- Seven (7) APX 8500 Mobiles with UHF/VHF bands without Speakers and Antennas.
- Fifteen (15) APX 8000 Portables with UHF/VHF bands.

## 1.6.1 APX 4000 Portable Radio

The APX 4000 delivers all the benefits of P25 technology in the smallest P25 Phase 2 portable in the industry. Easy to use, tough as nails, and a hard value to beat for public safety first responders for fast, interoperable communications. Durable enough to withstand dust, heat, shock, and submersion, the APX 4000 is IP67 and MIL-STD certified. It is packed with key features to help keep users safe, like mission-critical wireless, two-microphone noise suppression, GPS outdoor location, and AES encryption.

Motorola Solutions' APX 4000 is the smallest and lightest P25 Phase 2 TDMA capable portable radio in the industry, created specifically for personnel responding to natural disasters or public safety issues. It provides users with a feature-rich portable radio with a unique form factor in a compact and rugged design.

Designed to accommodate rugged and extreme environments, the APX 4000 has enhanced safety features in a simplified, compact design.



Figure 1-6: APX 4000

## 1.6.2 APX 8000 Portable Radio

The APX 8000 is Motorola Solutions' first all-band P25 portable radio, created specifically for mission-critical first responders who need to communicate across all frequency bands using the same device. It is a 4-in-1 radio that offers multi-band interoperability, with the clearest and loudest audio on the market as well as seamless Wi-Fi connectivity. With four RF bands and multi-mode system access, the APX 8000 enables radio users to communicate across 700 MHz, 800MHz, VHF and UHF Bands 1 and 2. The APX 8000 offers backward and forward compatibility (FDMA and TDMA) and integrated GPS for outdoor location tracking. Designed with mission-critical technology, the APX 8000 amplifies the public safety official's ability to keep the community safer than everbefore.

With four RF bands and multi-mode system access, the APX 8000 knows no limits when it comes to interoperability. With Wi-Fi access, the APX 8000 can quickly receive new codeplugs, firmware, and software features in order to redeploy the radio fleet with ease as users continue talking without interruption.

Intuitively designed with a familiar look and feel, the compact APX 8000 is always comfortable to use, while the Adaptive Audio Engine and ultra-loud speaker bring clarity into every conversation



Figure 1-7: APX 8000

### 1.6.3 APX 4500 Enhanced Mobile Radio Solution

Motorola Solutions' APX 4500 Enhanced mobile radio offers interoperable communications and advanced public safety capabilities with a compact, ruggedized form factor to support users wherever the mission takes them. The APX 4500 Enhanced mobile is built to evolve alongside Kennebunkport's personnel as new features and functionalities become available and operational needs change. This includes Wi-Fi support and connection to LTE routers to allow faster software updates.



Figure 1-8: APX 4500

By providing a wide range of configuration options, the APX 4500 Enhanced mobile radio offers the functionality and security required by public works, public safety, and utilities personnel, no matter the budget.

Note: Speakers and Antennas were not included with these units.

### 1.6.4 APX 8500 Mobile Radio

The APX 8500 is Motorola Solutions' first all-band P25 mobile radio, created specifically for mission-critical first responders, who need to communicate across all frequency bands using the same device. It is a 4-in-1 radio that offers four RF bands and multi-mode system access. The APX 8500 enables radio users to communicate across 700 MHz, 800MHz, VHF and UHF Bands 1 and 2. Designed with mission-critical technology, the APX 8500 amplifies a radio user with the ability to keep the community safer than ever before.



Figure 1-9: APX 8500

With four RF bands and multi-mode system access, the APX 8500 knows no limits when it comes to interoperability.

Note: Speakers and Antennas were not included with these units.

## 1.7 SYSTEM DRAWINGS

The following pages include the drawings for the proposed system:

- System Block Drawings
- System Rack Drawings





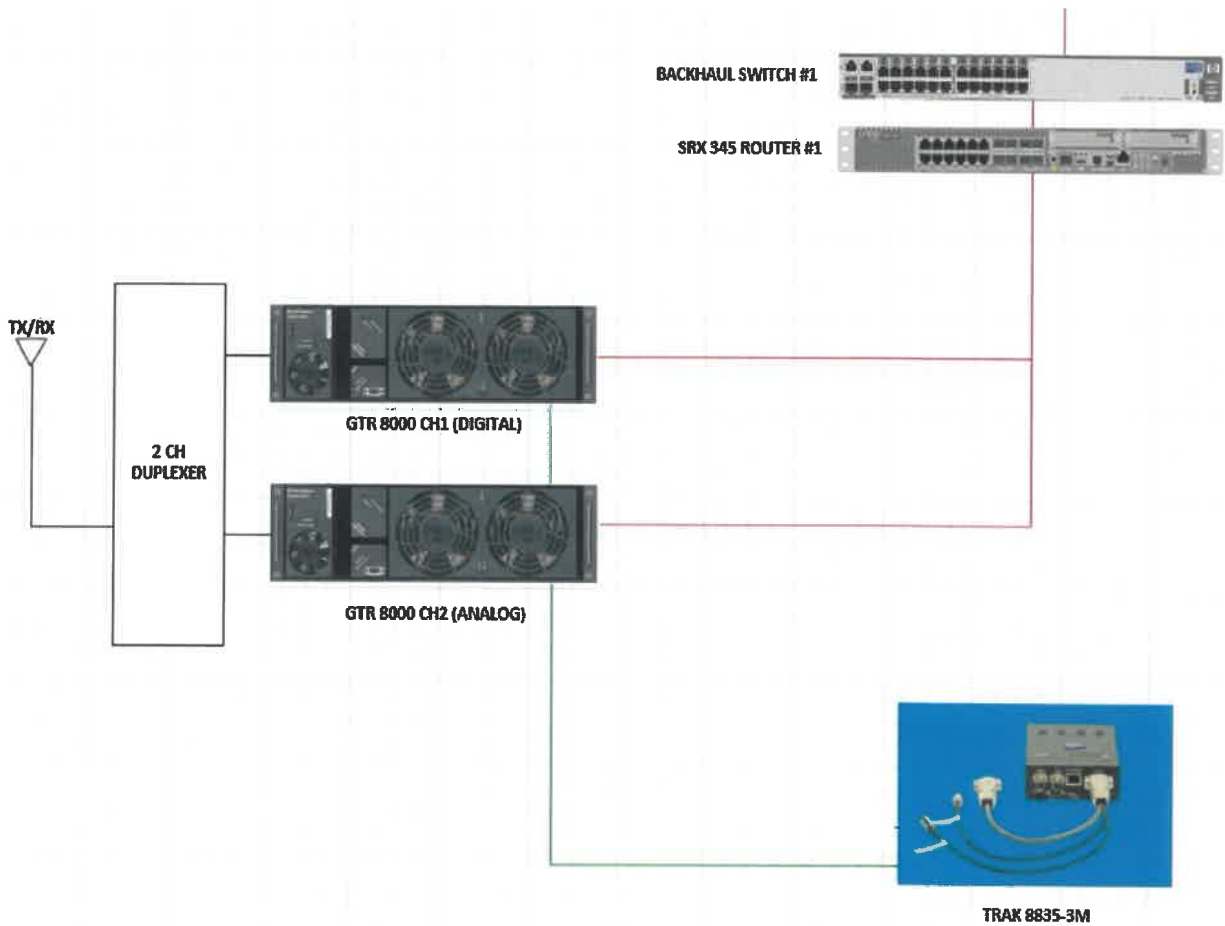


Figure 1-11: Remote Sites System Block Diagram for GooseRocks and Sewer Department

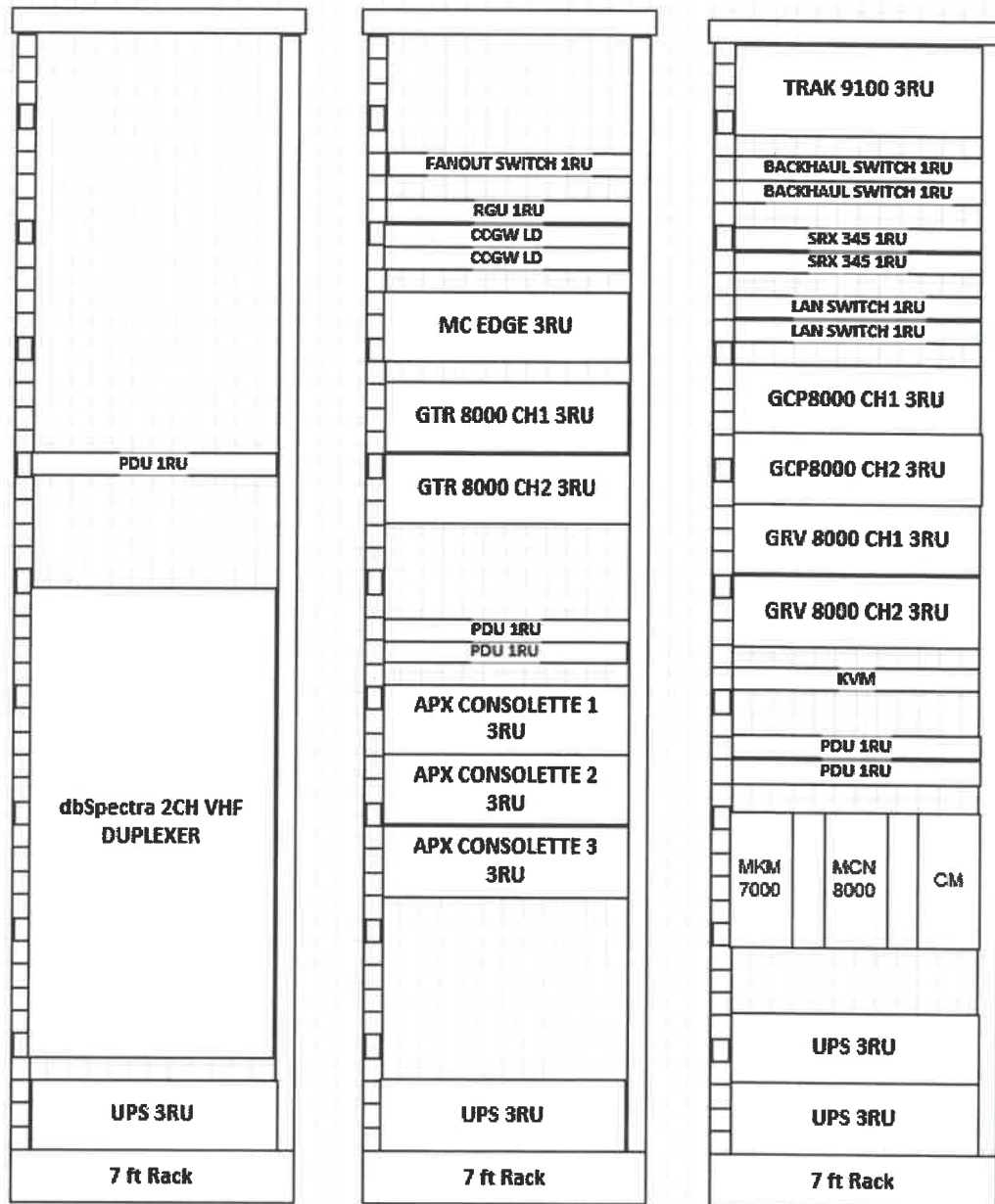


Figure 1-12: System Rack Diagram for Police HQ/Dispatch

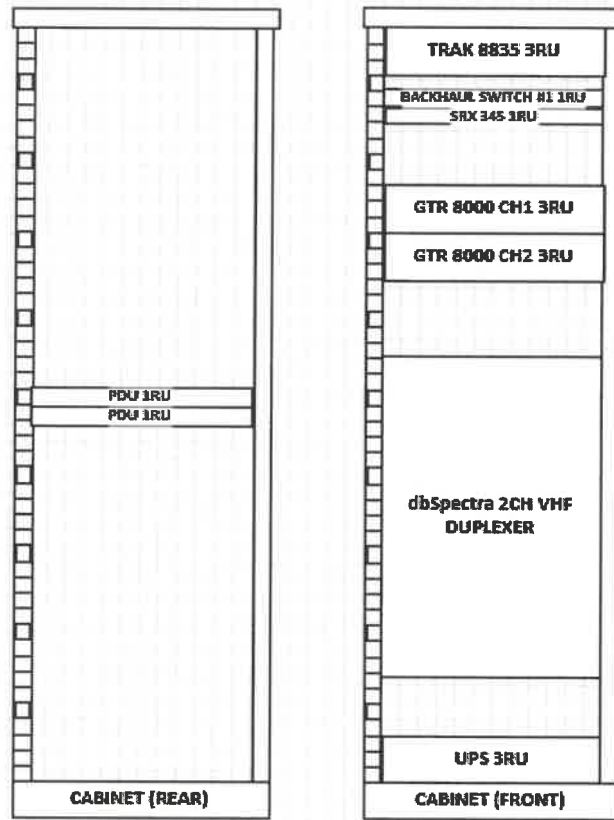


Figure 1-13: System Rack Diagram for Remote Sites GooseRocks and Sewer Department

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SECTION 2

# STATEMENT OF WORK

## 2.1 OVERVIEW

This Statement of Work (SOW) describes the deliverables to be furnished to Town of Kennebunkport. The tasks described herein will be performed by Motorola Solutions, its subcontractors, and Kennebunkport to implement the solution described in the System Description. It describes the actual work involved in installation, identifies the installation standards to be followed, and clarifies the responsibilities for both Motorola Solutions and Kennebunkport during the project implementation. Specifically, this SOW provides:

- A summary of the phases and tasks to be completed within the project lifecycle.
- A list of the deliverables associated with the project.
- A description of the responsibilities for both Motorola Solutions and Kennebunkport.
- The qualifications and assumptions taken into consideration during the development of this project.

This SOW provides the most current understanding of the work required by both parties to ensure a successful project implementation. In particular, Motorola Solutions has made assumptions of the sites to be used for the new system. Should any of the sites change, a revision to the SOW and associated pricing will be required. It is understood that this SOW is a working document, and that it will be revised as needed to incorporate any changes associated with contract negotiations, and any other change orders that may occur during the execution of the project.

## 2.2 ASSUMPTIONS

Motorola Solutions has based the system design on information provided by Kennebunkport and an analysis of their system requirements. All assumptions have been listed below for review. Should Motorola Solutions' assumptions be deemed incorrect or not agreeable to Kennebunkport, a revised proposal with the necessary changes and adjusted costs may be required. Changes to the equipment or scope of the project after contract may require a change order.

- All work is to be performed during normal work hours, Monday through Friday 8:00 a.m. to 5:00 p.m.
- Motorola Solutions is not responsible for interference caused or received by the Motorola Solutions-provided equipment except for interference that is directly caused by the Motorola-provided transmitter(s) to the Motorola Solutions provided receiver(s). Should Kennebunkport system experience interference, Motorola Solutions can be contracted to investigate the source and recommend solutions to mitigate the issue.
- Motorola Solutions will make every effort to minimize but will not be responsible for any external interference, nor for interference between the Motorola Solutions-provided equipment and other County equipment. Should the system experience interference, Motorola Solutions can be contracted to investigate the source and recommend solutions to mitigate the issue.
- Motorola Solutions assumes that there will be a suitable ground nearby to the all the equipment installation locations.
- Kennebunkport will be responsible for providing existing and/or new backhaul links from all sites.



- The proposed equipment will reuse the frequencies as provided by Kennebunkport.
- No simulcast optimization receiver equipment has been included.
- Equipment will ship to Local shop for inventory and delivery to the sites prior to installation.
- If Kennebunkport requires specific subcontractors to be used on this project, other than Motorola Solutions approved or certified subcontractors, additional costs may apply.
- Depending on contract execution, equipment software and hardware will be at the current shipping version.
- The sites have adequate utility service and adequate HVAC to support the proposed equipment.
- The sites have adequate space for new equipment and antennas install on the tower.
- Any required system interconnections not specifically outlined here will be provided by Kennebunkport. These may include dedicated phone circuits, fiber or microwave links.
- Flashing or reprogramming of existing subscribers have not been included with this proposal.

Motorola Solutions will install and configure the proposed equipment. The following table describes the tasks involved with installation and configuration.

Tasks	Motorola Solutions	Town of Kennebunkport
<b>PROJECT INITIATION</b>		
<b>Contract Finalization and Team Creation</b>		
Execute contract and distribute contract documents.	X	X
Assign a Project Manager as a single point of contact.	X	X
Assign resources.	X	X
Schedule project kickoff meeting.	X	X
Deliverable: Signed contract, defined project team, and scheduled project kickoff meeting.		
<b>Project Administration</b>		
Ensure that project team members attend all meetings relevant to their role on the project.	X	X
Set up the project in the Motorola Solutions information system.	X	
Record and distribute project status meeting minutes.	X	
Maintain responsibility for third-party services contracted by Motorola Solutions.	X	
Complete assigned project tasks according to the project schedule.	X	X
Submit project milestone completion documents.	X	
Upon completion of tasks, approve project milestone completion documents.		X
Conduct all project work Monday thru Friday 8:00 a.m. to 5:00 p.m.).	X	
Deliverable: Completed and approved project milestones throughout the project.		
<b>Project Kickoff</b>		
Introduce team, review roles, and decision authority.	X	X
Present project scope and objectives.	X	
Review SOW responsibilities and project schedule.	X	X
Schedule Design Review.	X	X
Deliverable: Completed project kickoff and scheduled Design Review.		
<b>Design Review</b>		
Review the Customer's operational requirements.	X	X



Tasks	Motorola Solutions	Town of Kennebunkport
Present the system design and operational requirements for the solution.	X	
Present configuration and details of sites required by system design.	X	
Validate that Customer sites can accommodate proposed equipment.	X	X
Provide approvals required to add equipment to proposed existing sites.		X
Finalize site acquisition and development plan.		X
Present equipment layout plans and system design drawings.	X	
Provide backhaul performance specifications and demarcation points.	X	
Provide heat load and power requirements for new equipment.	X	
Provide information on existing system interfaces.		X
Provide frequency and radio information for each site.		X
Assume liability and responsibility for providing all information necessary for complete installation.		X
Assume responsibility for issues outside of Motorola Solutions' control.		X
Complete the required forms required for frequency coordination and licensing. <ul style="list-style-type: none"> <li>▪ Kennebunkport will be solely responsible for obtaining all licenses for complying with local regulatory requirements. Motorola Solutions may assist Kennebunkport, but in no event will Motorola Solutions or any of its employees be an agent or representative of Kennebunkport.</li> </ul> <p>If, for any reason, any of the proposed sites or frequencies cannot be used due to reasons beyond Motorola Solutions' control, the costs associated with site changes or delays, frequency searches and coordination, etc. including, but not limited to, re-engineering, frequency re-licensing, schedule delays, re-mobilization, etc., will be addressed through the change order process.</p>		X
Review and update design documents, including System Description, Statement of Work, Project Schedule, and Acceptance Test Plan, based on Design Review agreements.	X	
Execute Change Order in accordance with all material changes to the Contract resulting from the Design Review.	X	
Deliverable: Finalized design documentation based upon "frozen" design, along with any relevant Change Order documentation.		
<b>SITE PREPARATION AND DEVELOPMENT</b>		
<b>Site Access</b>		
Provide site owners/managers with written notice to provide entry to sites identified in the project design documentation.		X
Maintain access roads in order to provide clear and stable entry to sites for heavy-duty construction vehicles, cement trucks and cranes. Ensure that sufficient space is available at the site for these vehicles to maneuver under their own power, without assistance from other equipment.		X
Obtain site licensing and permitting, including site lease/ownership, zoning, permits, regulatory approvals, easements, power, and telco connections.		X
Deliverable: Access, permitting, and licensing necessary to install system equipment at each site.		
<b>Site Planning</b>		
Provide necessary buildings, equipment shelters, and towers for installation of system equipment.		X



Tasks	Motorola Solutions	Town of Kennebunkport
Provide the R56 requirements for space, power, grounding, HVAC, and connectivity requirements at each site.	X	
Provide adequate electrical power in proper phase and voltage at sites.		X
Provide as-built structural and foundation drawings of the structures and site locations, along with geotechnical reports, in order to facilitate a structural analysis.		X
Perform structural analysis of towers, rooftops, or other structures to confirm that they are capable of supporting proposed and future antenna loads.		X
Confirm that there is adequate utility service to support the new equipment and ancillary equipment.		X
Modify towers or other structures, or relocate sites in the system, to ensure that they are capable of supporting proposed and future antenna loads.		X
Conduct site walks to collect pertinent information (e.g. location of telco, power, structures, etc.).	X	
Ensure that each site meets the R56 standards for space, grounding, power, HVAC, and connectivity requirements.		X
Conduct one three-point ground resistance test of each site.		X
Prepare and submit Electromagnetic Energy (EME) plans for the site (as licensee) to demonstrate compliance with FCC RF Exposure Guidelines.		X
Prepare a lease exhibit and sketch of each site showing the proposed lease space and planned development at that site (if required).		X
Prepare site construction drawings showing the layout of new and existing equipment (if required).		X
Review and approve site construction drawings (if required).		X
Obtain the permits needed to complete site development, including electrical, building, and construction permits.		X
Pay for application fees, taxes, and recurring payments for lease/ownership of property.		X
Ensure that required rack space is available for installation of the new equipment.		X
<b>Deliverable: Information and permitting requirements completed at each site.</b>		
<b>General Facility Improvements</b>		
Provide adequate HVAC, grounding, lighting, cable routing, and surge protection based upon Motorola Solutions' Standards and Guidelines for Communication Sites (R56).		X
Ensure the resolution of environmental and hazardous material issues at each site including, but not limited to, asbestos, structural integrity (tower, rooftop, water tank, etc.), and other building risks.		X
Ensure that electrical service will accommodate installation of system equipment, including isolation transformers, circuit breakers, surge protectors, and cabling.		X
Provide obstruction-free area for the cable run between the demarcation point and system equipment.		X

Tasks	Motorola Solutions	Town of Kennebunkport
Provide structure penetrations (wall or roof) for transmission equipment (e.g. antennas, microwave radios, etc.).		X
Supply interior building cable trays, raceways, conduits, and wire supports.		X
Pay for usage costs of power and generator fueling, both during the construction and installation effort, and on an ongoing basis.		X
Install antenna system for the VHF and the UHF (MOTOTRBO) Systems. Includes providing the necessary accessories for the antenna system.		X
Provide one-time mobilization of construction crews.		X
Transport removed site equipment to a location designated by Customer and within Customer's jurisdiction.		X
Deliverable: Sites meet physical requirements for equipment installation.		
<b>SYSTEM INSTALLATION</b>		
<b>Equipment Order and Manufacturing</b>		
Create equipment order and reconcile to contract.	X	
Manufacture Motorola Solutions-provided equipment necessary for system based on equipment order.	X	
Procure non-Motorola Solutions equipment necessary for the system.	X	
Deliverable: Equipment procured and ready for shipment.		
<b>System Staging</b>		
Ship all equipment needed for staging to the local shop.	X	
Provide information on existing system interfaces, room layouts, or other information necessary for the assembly to meet field conditions.		X
Set up and rack the solution equipment on a site-by-site basis, as it will be configured in the field at each of the sites.	X	
Cut and label the cables with to/from information to specify interconnection for field installation and future servicing needs.	X	
Complete the cabling/connecting of the subsystems to each other ("connectorization" of the subsystems).	X	
Assemble required subsystems to assure system functionality.	X	
Power up, load application parameters, program, and test all staged equipment.	X	
Confirm system configuration and software compatibility with the existing system.	X	
Inventory the equipment with serial numbers and installation references.	X	
Review and approve proposed Factory Acceptance Test Plan.		X
Pay for travel, lodging, meals, and all incidental expenses for Customer personnel and representatives to witness the Factory Acceptance Testing.		X
Perform factory functional acceptance tests of system features.	X	
Conduct site and system level testing.	X	
Deliverable: System staged and ready for shipment.		
<b>General Installation</b>		
Deliver solution equipment to installation location.	X	

Tasks	Motorola Solutions	Town of Kennebunkport
Coordinate receipt of and inventory solution equipment with designated contact.	X	
Install all proposed fixed equipment as outlined in the System Description based upon the agreed-upon floor plans, connecting audio, control, and radio transmission cables to connect equipment to the power panels or receptacles, and audio/control line connection points. Installation performed in accordance with R56 standards and state/local codes.	X	
Provide system interconnections that are not specifically outlined in the system design, including dedicated fiber links, microwave links, or other types of connectivity.		X
Install and terminate all network cables between site routers and network demarcation points, including microwave, leased lines, and Ethernet per system description provided by Kennebunkport.	X	
Label equipment, racks, and cables.	X	
Note any required changes to the installation for inclusion in the "as-built" system documentation.	X	
Remove, transport of old equipment.		X
Dispose of old equipment.		X
<b>Deliverable: Equipment installed.</b>		
<b>Core and Remote Site Installation and Configuration</b>		
Install fixed equipment contained in the equipment list and system description.	X	
Provide backhaul connectivity and associated equipment for all sites to meet latency, jitter and capacity requirements.		X
Configure Core to support the new RF sites.	X	
Verify site link performance, prior to the interconnection of the solution equipment to the link equipment.	X	
Integrate the RF sites into the system to ensure proper operation.	X	
<b>Deliverable: ASTRO 25 core and remote site equipment installation completed.</b>		
<b>Console Installation and Configuration</b>		
Identify outlets for connection to console and a demarcation point located within 5 feet of the console interface.		X
Connect console to outlet demarcation points.	X	
Install PC workstation w/ keyboard and mouse, and monitor.	X	
Install an Audio Interface Module (AIM) and purchased peripheral console equipment in accordance with R56 standards and state/local codes.	X	
Develop templates for console programming (up to 2).	X	
Perform console one time programming and configuration.	X	
<b>Deliverable: Console equipment installation completed.</b>		
<b>Logging Equipment Configuration</b>		
Provide interface to existing logging equipment.		X
Provide a consolette to be used for logging. Interface the consolette to the customer provided logging equipment. Note: Demarcation will be the port on the back of the consolette.	X	

Tasks	Motorola Solutions	Town of Kennebunkport
<b>Deliverable: Logging equipment configuration completed.</b>		
<b>Mobile Radio Installation and Programming</b>		
Program the mobile radios identified in the equipment list in accordance with the programming templates, client software, and fleetmap. A "one-time only" programming is included in the project pricing.	X	
Provide adequate number of vehicles for installations according to the project/installation schedule.		X
Install all the mobiles in the vehicles, as identified in the equipment list, and according to the installation schedule.	X	
Permanently mount the antennas on each vehicle according to the approved prototype, appropriate for the vehicle type. Install the antennas close to the same location as the existing antennas, where practical, in vehicles that already have antennas installed. If applicable, plug the old antenna hole with an appropriate rubber plug.	X	
Install the antennas on the roof, where practical, on the new antenna installations. If mobile antenna cannot be installed on the roof, determine an alternative location.	X	X
Remove the existing mobiles from the vehicle at the time of installation of the new radios.	X	
<b>Deliverable: Mobile radios installed and accepted.</b>		
<b>Portable Radio Programming and Distribution</b>		
Program the portable radios identified in the equipment list in accordance with the programming templates, client software, and fleetmap. A "one-time only" programming is included in the project pricing.	X	
Deliver portable radios to authorized Customer personnel and inventory upon receipt.	X	
Acknowledge receipt of portable radios and accessories and verify proper operation of a sampling of delivered portable radios.		X
Distribute portable radios to end users.	X	
<b>Deliverable: Portable radios accepted and distributed.</b>		
<b>SYSTEM OPTIMIZATION AND TESTING</b>		
<b>R56 Site Audit</b>		
Perform R56 site-installation quality-audits, verifying proper physical installation and operational configurations.	X	
Create site evaluation report to verify site meets or exceeds requirements, as defined in Motorola Solutions' R56 Standards and Guidelines for Communication Sites.	X	
<b>Deliverable: R56 Standards and Guidelines for Communication Sites audits completed successfully.</b>		
<b>Electromagnetic Interference (EMI) Analysis</b>		
Perform EMI analysis for the Motorola Solutions-supplied equipment. Note: Motorola Solutions is only responsible for interference caused by Motorola Solutions-provided transmitters to the Motorola Solutions-provided receivers. Should the proposed equipment experience interference, Motorola Solutions		X



Tasks	Motorola Solutions	Town of Kennebunkport
can be contracted to investigate the source and recommend solutions to mitigate the issue.		
Resolve any interference caused by equipment not supplied by Motorola Solutions.		X
<b>Deliverable: EMI analysis completed.</b>		
<b>Solution Optimization</b>		
Verify that all equipment is operating properly and that all electrical and signal levels are set accurately.	X	
Verify that all audio and data levels are at factory settings.	X	
Verify communication interfaces between devices for proper operation.	X	
Ensure that functionality meets manufacturers' specifications and complies with the final configuration established during design review or system staging.	X	
<b>Deliverable: Completion of System Optimization.</b>		
<b>Training</b>		
Provide train-the-trainer training for 2hours on the consoles.	X	
Attend the training.		X
<b>Deliverable: Completion of Training.</b>		
<b>Functional Acceptance Testing</b>		
Verify the operational functionality and features of the solution supplied by Motorola Solutions, as contracted.	X	
Witness the functional testing.		X
Document all issues that arise during the acceptance tests.	X	
If any major task for the system as contractually described fails during the Customer acceptance testing or beneficial use, repeat that particular task after Motorola Solutions determines that corrective action has been taken.	X	
Resolve any minor task failures before Final System Acceptance.	X	
Document the results of the acceptance tests and present for review.	X	
Review and approve final acceptance test results.		X
<b>Deliverable: Completion of functional testing and approval by Customer.</b>		
<b>PROJECT TRANSITION</b>		
<b>Cutover</b>		
Finalize Cutover Plan.	X	X
Conduct cutover meeting with relevant personnel to address both how to mitigate technical and communication problem impacts to the users during cutover and during the general operation of the system.	X	
Notify the personnel affected by the cutover of the date and time planned for cutover.		X
Provide ongoing communication with users regarding the project and schedule.	X	X
Cut over users and ensure that user radios are operating on system.		X
Resolve punchlist items, documented during the Acceptance Testing phase, in order to meet all the criteria for final system acceptance.	X	

Tasks	Motorola Solutions	Town of Kennebunkport
Assist Motorola Solutions with resolution of identified punchlist items by providing support, such as access to the sites, equipment and system, and approval of the resolved punchlist items.		X
<b>Deliverable: Migration to new system completed, and punchlist items resolved.</b>		
<b>Transition to Warranty</b>		
Review the items necessary for transitioning the project to warranty support and service.	X	
Motorola Solutions to provide services during year 1 warranty which align with the proposed services.	X	
Provide a Customer Support Plan detailing the warranty support associated with the contract equipment.	X	
Participate in the Transition Service/Project Transition Certificate (PTC) process.		X
<b>Deliverable: Service information delivered and approved by Customer.</b>		
<b>Finalize Documentation and System Acceptance</b>		
Provide manufacturer's installation material, part list and other related material to Customer upon project completion.	X	
Provide an electronic as-built system manual on CD or other Customer preferred electronic media. The documentation will include the following: <ul style="list-style-type: none"> <li>- Site Block Diagrams.</li> <li>- Site Floor Plans.</li> <li>- Site Equipment Rack Configurations.</li> <li>- Antenna Network Drawings for RF Sites (where applicable).</li> <li>- ATP Test Checklists.</li> <li>- Functional Acceptance Test Plan Test Sheets and Results.</li> <li>- Equipment Inventory List.</li> </ul> Drawings will be delivered in Adobe PDF format.	X	
Receive and approve documentation.		X
Execute Final Project Acceptance.	X	X
<b>Deliverable: All required documents are provided and approved. Final Project Acceptance.</b>		

## 2.2.1 Change Order Process

- Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost, change in system configuration or adds time to the project's timeline required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

2.2.1.1 Example – Change Order Form



**CHANGE ORDER**  
[type co# here]

Change Order No. \_\_\_\_\_  
Date: \_\_\_\_\_  
Project Name: \_\_\_\_\_  
Customer Name: \_\_\_\_\_  
Customer Project Mgr: \_\_\_\_\_

The purpose of this Change Order is to: *(highlight the key reasons for this Change Order)*

Contract # **REQUIRED** \_\_\_\_\_ Contract Date: \_\_\_\_\_

In accordance with the terms and conditions of the contract identified above between  
[enter customer name] and Motorola Solutions, Inc., the following changes are approved:

**Contract Price Adjustments**

Original Contract Value:	\$
Previous Change Order amounts for Change Order numbers <input type="text"/> numbers <input type="text"/>	\$
This Change Order:	\$
New Contract Value:	\$

**Completion Date Adjustments**

Original Completion Date:	
Current Completion Date prior to this Change Order:	
New Completion Date:	

<b>Changes in Equipment:</b> <i>(additions, deletions or modifications)</i> <b>Include attachments if needed</b>
<b>Changes in Services:</b> <i>(additions, deletions or modifications)</i> <b>Include attachments if needed</b>
<b>Schedule Changes:</b> <i>(describe change or N/A)</i>
<b>Pricing Changes:</b> <i>(describe change or N/A)</i>
<b>Customer Responsibilities:</b> <i>(describe change or N/A)</i>
<b>Payment Schedule for this Change Order:</b> <i>(describe new payment terms applicable to this change order)</i>

Unless amended above, all other terms and conditions of the Contract shall remain in full force. If there are any inconsistencies between the provisions of this Change Order and the provisions of the Contract, the provisions of this Change Order will prevail.

IN WITNESS WHEREOF the parties have executed this Change Order as of the last date signed below.

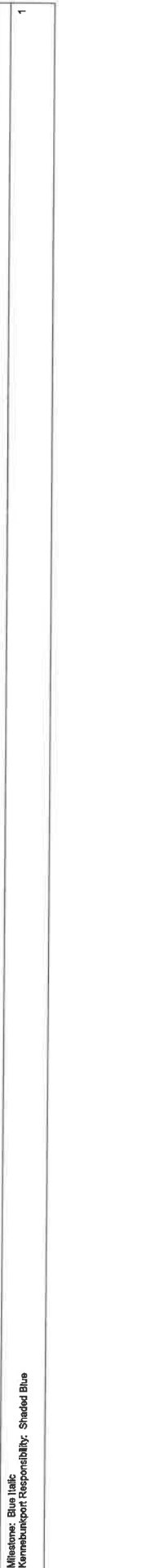
<b>Motorola Solutions, Inc.</b>	<b>Customer</b>
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
Reviewed by: _____	Date: _____
Motorola Solutions Project Manager	



## 2.3 PRELIMINARY PROJECT SCHEDULE

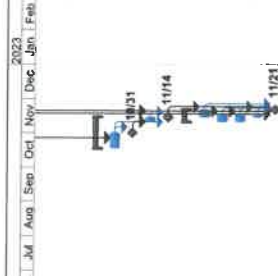
Motorola Solutions' preliminary schedule indicates total project implementation to be approximately nine months pending frequency approval and civil portion (towers/shelters) for the RF Subsystem. This preliminary schedule is included for informational purposes only and assumes that all Kennebunkport responsibilities as defined above are completed, as required. After contract award, an Implementation Schedule will be updated and will be submitted to Kennebunkport for review during CDR.

ID	Task Name	Duration	Start	Finish	Predecessors
1	Kennebunkport Preliminary Project Schedule	210d	Tue 2/1/22	Mon 11/21/22	
2	Contract Award	15d	Tue 2/1/22	Mon 11/21/22	
3	Contract Administration	0d	Mon 11/21/22	Mon 11/21/22	
4	Project Kick-Off	15d	Tue 2/1/22	Mon 11/21/22	
5	Project Kickoff Meeting	11d	Fri 2/25/22	Fri 3/11/22	
6	Contract Design Review	10d	Fri 2/25/22	Thu 3/10/22 4FS+3d	
7	Finalize Site Design	1d	Fri 3/11/22	Fri 3/11/22 6	
8	Project Schedule	6d	Mon 3/14/22	Mon 3/21/22	
9	Drawing Diagrams	3d	Mon 3/14/22	Wed 3/16/22 7	
10	Acceptance Test Plans	3d	Mon 3/14/22	Wed 3/16/22 7	
11	Cutover Plan	3d	Mon 3/14/22	Wed 3/16/22 7	
12	Updates to Design	3d	Mon 3/14/22	Wed 3/16/22 7	
13	Final Design Complete	0d	Mon 3/21/22	Mon 3/21/22 13	
14	FCC Licensing	0d	Mon 3/21/22	Mon 3/21/22 15	
15	Final Cost Approval by the Kennebunkport Design and Implementation Plan Franchise	0d	Mon 3/21/22	Mon 3/21/22 15	
16	License Granted (Kennebunkport Responsibility)	0d	Wed 3/16/22	Wed 3/16/22	
17	Order Processing	70d	Tue 2/1/22	Mon 5/8/22	
18	Process Equipment Lists	5d	Tue 3/22/22	Mon 3/28/22 15, 16	
19	Order placed to the vendors	0d	Mon 3/28/22	Mon 3/28/22 20	
20	Equipment Manufacturing	70d	Tue 2/1/22	Mon 5/8/22	
21	Manufacture all Equipment	30d	Tue 3/29/22	Mon 5/8/22 21	
22	Staging (in field)	21d	Tue 2/1/22	Tue 3/1/22	
23	Receive and Inventory	3d	Tue 2/1/22	Thu 2/3/22	
24	Assemble Equipment	5d	Fri 2/4/22	Thu 2/10/22 25	
25	Program Equipment	5d	Fri 2/11/22	Thu 2/17/22 26	
26	Perform Pre-Staging ATP	5d	Fri 2/18/22	Thu 2/24/22 27	
27	Perform Staging ATP	3d	Fri 2/25/22	Tue 3/1/22 28	
28	Repackage Equipment	2d	Tue 2/1/22	Wed 2/9/22	
29	Complete Standard System Documentation	5d	Tue 2/1/22	Mon 2/7/22	
30	Ship Equipment to Field	5d	Tue 2/8/22	Mon 2/14/22 30,31	
31	Chf and Site Development Work	120d	Tue 3/22/22	Mon 9/5/22 16,18	
32	Equipment Installation	120d	Tue 3/22/22	Mon 9/5/22	
33	Site Equipment Installation (FNE)	36d	Tue 9/6/22	Tue 10/25/22	
34	Receive and Inventory	30d	Tue 9/6/22	Mon 10/17/22 22	
35	K core/console/Prime/RF Site Install	5d	Tue 9/6/22	Mon 9/12/22 34	
36	Install Remote Site - Goose Rocks TXXR Site	15d	Tue 9/13/22	Mon 10/3/22 37,32	
37	Install Remote Site - Sewer Dept. TXXR Site	5d	Tue 10/4/22	Mon 10/10/22 38	
38	Site Equipment Installation Complete	5d	Tue 10/11/22	Mon 10/17/22 39	
39	Installation Acceptance	0d	Mon 10/17/22	Mon 10/17/22 41	
40	System Optimization	6d	Tue 10/18/22	Tue 10/25/22	
41	Link Verification	3d	Tue 10/18/22	Tue 10/25/22	
42	Program and Optimize RF System	3d	Fri 10/21/22	Thu 10/20/22 15,18,41	
43	Optimization Complete	3d	Fri 10/21/22	Tue 10/25/22 44,42	
44	Audit and Acceptance Testing	0d	Tue 10/25/22	Tue 10/25/22 45	
45	R-56 Audit	203d	Tue 2/1/22	Thu 11/10/22	
46	Perform R-56 Audit	9d	Wed 10/26/22	Mon 11/7/22	
47	Document Results	3d	Wed 10/26/22	Fri 10/28/22 43,34,46	
48	Perform R-56 Punch list Resolution	1d	Mon 10/31/22	Mon 10/31/22 49	
49	R-56 Audit Complete	5d	Tue 11/1/22	Mon 11/7/22 50	
50	Functional Testing	203d	Tue 2/1/22	Thu 11/10/22	
51	Perform System ATP	0d	Mon 11/7/22	Mon 11/7/22 51	
52	Document Test Results	2d	Tue 2/1/22	Thu 11/10/22	
53	Functional Testing Acceptance	1d	Thu 11/10/22	Wed 11/9/22 46FS+5d,52	
54	SATP Acceptance	0d	Thu 11/10/22	Thu 11/10/22 54	
55	SATP Acceptance	0d	Tue 2/1/22	Tue 2/1/22	
56	SATP Acceptance	0d	Thu 11/10/22	Thu 11/10/22 56	



**Kennebunkport, ME**  
**Radio Communications System**  
**Preliminary Project Schedule**

ID	Task Name	Duration	Start	Finish	Predecessors
59	Training	1d	Tue 2/1/22	Tue 2/1/22	
60	Train the trainer (2hrs)	1d	Tue 2/1/22	Tue 2/1/22	
61	Training Complete	0d	Tue 2/1/22	Tue 2/1/22	
62	Cutover	20d	Tue 10/18/22	Mon 11/14/22	
63	Cutover Planning	10d	Tue 10/18/22	Mon 10/31/22 42	
64	Cutover System	0d	Mon 10/31/22	Mon 10/31/22 63	
65	Cutover Complete	2d	Fri 11/11/22	Mon 11/14/22 58,64	
66	Finalize	0d	Mon 11/14/22	Mon 11/14/22 61,65	
67	Final inspection w/Customer	7d	Fri 11/11/22	Mon 11/21/22	
68	Punchlist Resolution	5d	Tue 11/15/22	Mon 11/21/22 66	
69	Finalize documentation	5d	Fri 11/11/22	Thu 11/17/22 58	
70	Transition to Service/PTC	3d	Fri 11/11/22	Thu 11/17/22 66	
71	Final Acceptance	0d	Tue 11/15/22	Thu 11/17/22 66	
72		0d	Mon 11/21/22	Mon 11/21/22 56,66,71,70,69,66,52	



SECTION 3

# ACCEPTANCE TEST PLAN

## Kennebunkport

Digital and Analog Conventional Simulcast

**Preliminary Draft**

[www.motorolasolutions.com/services/government](http://www.motorolasolutions.com/services/government)

**Representative 1 Name**  
**Field Program Manager**  
**(XXX) XXX-XXXX**

**Representative 2 Name**  
**Field Engineer**  
**(XXX) XXX-XXXX**

## 3.1 RADIO TO RADIO FEATURES

### 3.1.1 Conventional Radio Resource Call - Clear Mode

#### 1. DESCRIPTION

Subscribers can communicate to each other through a repeater that is selected via the channel selector on the individual radio.

The signals that are received from the subscriber radio are repeated so that other radios on that channel will be able to hear and participate in the conversation.

#### SETUP

RADIO-1 - CONVENTIONAL CHANNEL 1  
RADIO-1 - CONVSITE 1  
RADIO-2 - CONVENTIONAL CHANNEL 1  
RADIO-2 - CONVSITE 1

#### VERSION #1.050

#### 2. TEST

- Step 1. Initiate a CONVENTIONAL CHANNEL 1 call on RADIO-1.
- Step 2. Verify RADIO-2 can monitor and respond to the call on CONVENTIONAL CHANNEL 1.
- Step 3. Initiate a CONVENTIONAL CHANNEL 1 call on RADIO-2.
- Step 4. Verify RADIO-1 can monitor and respond to the call on CONVENTIONAL CHANNEL 1.
- Step 5. Repeat above tests for each repeater channel.

Pass \_\_\_\_ Fail \_\_\_\_

## Radio to Radio Features

### 3.1.2 Conventional Radio Resource Via Comparator

#### 1. DESCRIPTION

A comparator will vote all receive capable sites and transmit on specified transmit capable sites. Because a comparator will construct a signal from multiple sites, it is necessary to test each site individually.

#### SETUP

RADIO-1 - SITE 1  
RADIO-2 - SITE 1

**VERSION #1.040**

#### 2. TEST

- Step 1. Disable all sites on the comparator except SITE 1.
- Step 2. Verify communications between RADIO-1 and RADIO-2.
- Step 3. Disable SITE 1 and enable the next site. Change the channel on the subscriber if necessary.
- Step 4. Verify communications between RADIO-1 and RADIO-2.
- Step 5. Repeat steps 3 & 4 until all sites on the comparator have been individually tested.
- Step 6. Enable all sites on the comparator.
- Step 7. Verify communications between RADIO-1 and RADIO-2 with all sites enabled.

Pass \_\_\_\_ Fail \_\_\_\_



## 3.2 SYSTEM RELIABILITY FEATURES

### 3.2.1 Redundant Site Controller Switching - Automatic Switchover

#### 1. DESCRIPTION

The Site Controller subsystem uses two Site Controllers in a redundant configuration. The backup Site Controller is made active either upon the loss of communication to the active Site Controller or upon a user initiated command from the Site Control Manager.

#### SETUP

RADIO-1 – TALKGROUP 1  
RADIO-1 – SITE – SITE 1  
RADIO-2 – TALKGROUP 1  
RADIO-2 – SITE – SITE 1  
RADIO-3 – TALKGROUP 1  
RADIO-3 – SITE – SITE 1

All Radios should be "Site Locked".

#### VERSION #1.090

#### 2. TEST

- Step 1. Verify both Site Controllers are available and in the Normal state.
- Step 2. Power off the active Site Controller (or in the ESS configuration connect to the Active Site controller using CSS and perform a "reset") and verify the backup becomes the new active Site Controller (note events in the event viewer).
- Step 3. Key RADIO-1 and verify that the other 2 subscribers hear the audio.
- Step 4. End the call from Radio 1.
- Step 5. Power up the Site Controller (if it was powered off). Verify the Site Controller returns to the normal state.

Pass \_\_\_\_ Fail \_\_\_\_

## System Reliability Features

### 3.2.2 Comparator Site Link Failure

#### 1. DESCRIPTION

The purpose of this test is to show that if a Conventional site fails, that the rest of the system continues to operate.

#### SETUP

RADIO-1 - CONVENTIONAL CHANNEL 1  
RADIO-1 - SITE - CONVSITE 1  
RADIO-2 - CONVENTIONAL CHANNEL 1  
RADIO-2 - SITE - CONVSITE 2

In order to reduce the amount of wait time for the alarm to report, set the Status Tone Timeout timer from 60 seconds to 15 seconds in the Comparator.

#### VERSION #1.000

#### 2. TEST

- Step 1. Remove CONVSITE 3 link to the Comparator.
- Step 2. After the Status Tone Timeout timer has been exceeded, verify that an alarm is given on the Comparator.
- Step 3. Using RADIO-1 and RADIO-2 verify that the system continues to operate at the remaining sites.

Pass\_\_\_\_ Fail\_\_\_\_





## 3.3 MKM 7000 CONSOLE ALIAS MANAGER (CAM)

### 3.3.1 Alias Display When Using the MKM 7000

#### 1. DESCRIPTION

This test will demonstrate that a Provisioning Manager (PM) defined alias still works on incoming calls when MKM 7000 solution is installed, although the locally defined ones take precedence, i.e. centrally defined ones will only be used if there is no locally defined alias for the radio that is making an incoming call.

#### SETUP

RADIO-1 - TALKGROUP 1  
RADIO-2 - TALKGROUP 1

CONSOLE-1 - TALKGROUP 1

A standalone or cohab'ed MKM 7000 server is connected and communicating normally with an MCC 7100/7500 Console.

CONSOLE-1 user is configured to use local alias service.

#### VERSION #1.030

#### 2. TEST

- Step 1. Log into MKM 7000 GUI and configure an alias for RADIO-1.
- Step 2. Verify that RADIO-2 does not have any alias defined in MKM 7000.
- Step 3. Verify both RADIO-1 and RADIO-2 have their own PM defined aliases. Also verify the PM defined alias for RADIO-1 is different from the one defined by MKM 7000.
- Step 4. Key up RADIO-1 and verify that its locally defined alias shows up on CONSOLE-1, not the PM defined alias.
- Step 5. Key up RADIO-2 and verify that its PM defined alias shows up.

Pass \_\_\_\_ Fail \_\_\_\_

## MKM 7000 Console Alias Manager (CAM)

### 3.3.2 Create a new Subscriber Unit ID to Subscriber Unit Alias Mapping - Conventional

#### 1. DESCRIPTION

This test will demonstrate the capability to create a Subscriber Unit (SU) alias for an SU ID via the MKM 7000 GUI and have it show up on MCC 7100/7500 Console automatically.

The test will work on either a trunked or conventional system. This test will also demonstrate the capability to monitor connection status between MKM 7000 and MCC 7100/7500 Console.

#### SETUP

A standalone (not cohab) MKM 7000 server is connected and communicating normally with CONSOLE-1.

RADIO-1 - CONVENTIONAL CHANNEL 1

CONSOLE-1 - CONVENTIONAL CHANNEL 1

CONSOLE-1 user is configured to use the local alias service.

#### VERSION #1.010

#### 2. TEST

- Step 1. CONSOLE-1 user logs into the MCC 7100/7500 console and verifies that the consoles synchronization status with Localized Aliasing is OK, as indicated by a green check mark on the "status screen".
- Step 2. Local Alias Admin logs into MKM 7000 GUI, verify under the Connected Consoles tab that MCC 7100/7500 console is connected to MKM7000.
- Step 3. Create a new SU ID that matches RADIO-1 to be used for this test.
- Step 4. Create a new SU Alias for the SU ID (new mapping between SU ID and SU Alias).
- Step 5. Submit the change.
- Step 6. Wait (up to) 30 seconds, initiate a call using RADIO-1 ON CONVENTIONAL CHANNEL 1, verify the defined SU Alias shows up on CONSOLE-1's CONVENTIONAL CHANNEL 1 resource.

Pass \_\_\_\_ Fail \_\_\_\_

## 3.4 MCC 7100/7500 CONVENTIONAL RESOURCES

### 3.4.1 Conventional Subscriber Alias

#### 1. DESCRIPTION

The purpose of this section is to verify that the alias for a radio can be added using the Provisioning Manager.

#### SETUP

RADIO-1 - CONVENTIONAL CHANNEL 1

CONSOLE-1 - CONVENTIONAL CHANNEL 1

Provisioning Manager – no alias for RADIO-1

**VERSION #1.010**

#### 2. TEST

- Step 1. Initiate a voice call from RADIO-1 to CONSOLE-1 on CONVENTIONAL CHANNEL 1.
- Step 2. Verify the radio's ID is displayed at CONSOLE-1.
- Step 3. From the Provisioning Manager, change RADIO-1's alias to "Robert" and download the configuration, then restart the Console application.
- Step 4. When the Console is operational, verify communications between CONSOLE-1 and RADIO-1 on CONVENTIONAL CHANNEL 1.
- Step 5. Initiate a voice call from RADIO-1 to CONSOLE-1 on CONVENTIONAL CHANNEL 1.
- Step 6. Verify the RADIO-1 alias "Robert" is displayed at the CONSOLE-1 operator position.

Pass \_\_\_\_ Fail \_\_\_\_

## MCC 7100/7500 Conventional Resources

### 3.4.2 Console Priority

#### 1. DESCRIPTION

Console Operator Positions have ultimate control of transmitted audio on an assigned resource. The Console Position has the capability to take control of an assigned voice channel for a channel/talkgroup call so that the operator's audio overrides any subscriber audio. Console priority is a feature that enables dispatchers to gain immediate access to an assigned voice channel so that a central point of audio control exists.

#### SETUP

RADIO-1 - CONVENTIONAL CHANNEL 1  
RADIO-2 - CONVENTIONAL CHANNEL 1

CONSOLE-1 - CONVENTIONAL CHANNEL 1

#### VERSION #1.040

#### 2. TEST

- Step 1. Initiate a call from RADIO-1 on CONVENTIONAL CHANNEL 1. Keep this call in progress until the test has completed.
- Step 2. Observe that RADIO-2 receives the call.
- Step 3. While the call is in progress, key up CONSOLE-1 on CONVENTIONAL CHANNEL 1.
- Step 4. Observe that RADIO-2 is now receiving audio from CONSOLE-1 on CONVENTIONAL CHANNEL 1.
- Step 5. De-key CONSOLE-1.
- Step 6. Verify RADIO-2 now receives RADIO-1 audio.
- Step 7. End the CONVENTIONAL CHANNEL 1 call from RADIO-1.

Pass \_\_\_\_ Fail \_\_\_\_



## MCC 7100/7500 Conventional Resources

### 3.4.3 Call Alert Page - Conventional

#### 1. DESCRIPTION

This test will demonstrate that an MCC7100/7500 console using a Conventional Channel is able to transmit Call Alert pages. Call Alert Page allows a dispatcher to selectively alert another radio unit. The initiating console will receive notification as to whether or not the call alert was received. Units receiving a Call Alert will sound an alert tone and show a visual alert indication. The display will also show the individual ID of the initiating console.

This test can be run using Mixed Mode or MDC1200 Channels.

#### SETUP

RADIO-1 - SITE 1 - CONVENTIONAL CHANNEL 1  
RADIO-2 - SITE 1 - CONVENTIONAL CHANNEL 1  
RADIO-3 - SITE 1 - CONVENTIONAL CHANNEL 1

CONSOLE-1 - CONVENTIONAL CHANNEL 1

#### VERSION #1.040

#### 2. TEST

- Step 1. From CONSOLE-1 create a paging queue containing Call Alerts to RADIO-1, RADIO-2 and RADIO-3.
- Step 2. From CONSOLE-1 start the pages on CONVENTIONAL CHANNEL 1.
- Step 3. Verify that RADIO-1, RADIO-2 and RADIO-3 receive the Call Alerts.

Pass\_\_\_\_ Fail\_\_\_\_

## MCC 7100/7500 Conventional Resources

### 3.4.4 Patch Operation - Conventional

#### 1. DESCRIPTION

The Patch feature allows more than one Radio Resource to be grouped simultaneously. This can be used for temporarily merging two or more channels/frequencies together to act as one larger group. Telephones and radio resources can be patched together. In a patch group, the members can receive messages from the console and they can transmit to all other members of the patch group.

#### SETUP

RADIO-1 - CONVENTIONAL CHANNEL 1  
RADIO-2 - CONVENTIONAL CHANNEL 2  
CONSOLE-1 - CONVENTIONAL CHANNEL 1 and  
CONVENTIONAL CHANNEL 2

#### VERSION #1.020

#### 2. TEST

- Step 1. Select the tab for patch 1, 2 or 3. Verify that the patch edit button and patch transmit button appear.
- Step 2. Select the "Patch Edit" icon. The selected patch will turn blue.
- Step 3. Select the CONVENTIONAL CHANNEL 1 and CONVENTIONAL CHANNEL 2 Radio Resource by moving the cursor over the Radio Resources' names and selecting them.
- Step 4. Verify that the selected Radio Resources display a "Patch Edit" icon.
- Step 5. Press and hold the "Patch Transmit" icon to initiate the patch transmission.
- Step 6. Verify that the RADIO-1 and RADIO-2 monitor the console outbound audio.
- Step 7. Verify that RADIO-1 can communicate with RADIO-2 even though they are on separate channels.
- Step 8. To knock down the patch, select the Radio Resources by moving the mouse cursor over the resource window and clicking over the patch icon. Repeat this process until all the resources have been removed from the Patch window.
- Step 9. Select the Patch Edit icon and idle the current patch.

Pass\_\_\_\_ Fail\_\_\_\_

## MCC 7100/7500 Conventional Resources

### 3.4.5 Alert Tones - Conventional Channel

#### 1. DESCRIPTION

Pre-defined alert tones can be transmitted on the selected Radio Resource to subscribers which can alert members of a channel / talkgroup to a particular event or signify to radio users special instructions are to follow. The Console has the ability to send an Alert-Tone signal on selected conventional or talkgroup resources.

#### SETUP

RADIO-1 - CONVENTIONAL CHANNEL 1  
RADIO-2 - CONVENTIONAL CHANNEL 1  
CONSOLE-1 - CONVENTIONAL CHANNEL 1

#### VERSION #1.030

#### 2. TEST

- Step 1. Select CONVENTIONAL CHANNEL 1 on CONSOLE-1.
- Step 2. Select Alert Tone 1 and depress the Alert Tone button.
- Step 3. Verify that RADIO-1 and RADIO-2 hear Alert Tone 1.
- Step 4. Repeat Steps 2-3 for Alert Tone 2 and 3.

Pass \_\_\_\_\_ Fail \_\_\_\_\_

## MCC 7100/7500 Conventional Resources

### 3.4.6 Activity Log - Conventional

#### 1. DESCRIPTION

The MCC7100/7500 Console activity log will show all traffic for the resource assigned to that console to include the time, radio alias, Channel, PTT ID and Emergency Call.

The dispatcher has the capability of selecting a logged call within in the "Activity Log Window" for instant transmit on the corresponding logged resource.

This activity log can be logged to a text file for archival purposes.

Note: The log file in the ops will only be seen if you first check Log Activity in Elite Admin application then in folder options uncheck hide hidden system files. The location will be c:\Program Data\MCC7500\MessageMonitorLogs.

#### SETUP

RADIO-1 – CONVENTIONAL CHANNEL 1  
RADIO-2 – CONVENTIONAL CHANNEL 2  
RADIO-3 – CONVENTIONAL CHANNEL 3  
RADIO-4 – CONVENTIONAL CHANNEL 4

CONSOLE-1 – CONVENTIONAL CHANNEL 1,  
CONVENTIONAL CHANNEL 2, CONVENTIONAL  
CHANNEL 3, CONVENTIONAL CHANNEL 4

#### VERSION #1.060

#### 2. TEST

- Step 1. On CONSOLE-1 select the "Show Activity Log" button on the tool bar to open the Activity Log Window.
- Step 2. Initiate calls on RADIO-1, RADIO-2, RADIO-3 and RADIO-4 to log call information and verify calls are displayed in the activity log window.
- Step 3. Select a logged call in the Activity Log Window and verify that the Channel Control Window (CCW) at the top of the Activity log window changes to the corresponding resource. Verify the dispatcher is capable of responding via the instant transmit button.
- Step 4. Open the text file created by the Activity Log and verify call traffic has been archived to the document file.

Pass \_\_\_\_ Fail \_\_\_\_





## MCC 7100/7500 Conventional Resources

### 3.4.7 Conventional Comparator Force Vote

#### 1. DESCRIPTION

The console user has the ability to send a "Force Vote" command to a Conventional Comparator. Force voting allows the user to customize the audio of the system.

#### SETUP

RADIO-1 – CONVENTIONAL CHANNEL 1

CONSOLE-1 - CONVENTIONAL CHANNEL 1  
CONSOLE-1 - Configured with Voting Display and Control

#### VERSION #1.040

#### 2. TEST

- Step 1. On CONSOLE-1, enable the "Force Vote" command on one site and verify the "Force Vote" on CONSOLE-1 is active.
- Step 2. Initiate a call on CONVENTIONAL CHANNEL 1 using RADIO-1 and verify the audio is received from the force-voted site.
- Step 3. From CONSOLE-1, disable the "Force Vote" command on the site and verify the "Force Vote" on the console is deactivated.

Pass \_\_\_\_\_ Fail \_\_\_\_\_

## MCC 7100/7500 Conventional Resources

### 3.4.8 Multi-Select Operation

#### 1. DESCRIPTION

Multi-Select (Msel) allows the console operator to group a number of channels/talkgroups together such that when the general transmit bar is depressed, all of the multi-selected channels/talkgroups will transmit at the same time with the same information. Multi-Select is one way communication call. If a radio user responds to a Multi-Select call the talkgroup the user is affiliated to will be the only one to hear the call. There is no super-group formed, so radio communication is still at the single channel level. Multi-Select is utilized to send an APB to several channels/talkgroups. A Multi-Select has a limit of twenty (20) trunking/conventional resources

#### SETUP

RADIO-1 - CONVENTIONAL CHANNEL 1  
RADIO-2 - CONVENTIONAL CHANNEL 2

CONSOLE-1 - CONVENTIONAL CHANNEL 1,  
CONVENTIONAL CHANNEL 2

#### VERSION #1.030

#### 2. TEST

- Step 1. From CONSOLE-1, create an Msel group with CONVENTIONAL CHANNEL 1 and CONVENTIONAL CHANNEL 2.
- Step 2. Transmit on the Msel using the Msel instant transmit button.
- Step 3. Verify that RADIO-1 and RADIO-2 hear the call.
- Step 4. Initiate a call with RADIO-1.
- Step 5. Verify the call is heard on CONSOLE-1 but not on RADIO-2.
- Step 6. Initiate a call with RADIO-2.
- Step 7. Verify the call is heard on CONSOLE-1 but not on RADIO-1.
- Step 8. On CONSOLE-1 dissolve the Msel.

Pass \_\_\_\_ Fail \_\_\_\_



## MCC 7100/7500 Conventional Resources

### 3.4.9 Radio Check

#### 1. DESCRIPTION

Radio Check allows the console operator to determine if a subscriber is operational or within range. The subscriber sends the acknowledgment that it has received the Radio Check.

**NOTE:** The status/message line must be added to the Channel Control Window (CCW) of the resource in order for the "ACKNOWLEDGED" indication to be visible.

This test can be run using Digital Conventional or MDC1200 Channels.

#### SETUP

RADIO-1 - CONVENTIONAL CHANNEL 1

CONSOLE-1 - CONVENTIONAL CHANNEL 1

**VERSION #1.030**

#### 2. TEST

- Step 1. Using CONSOLE-1 select the CONVENTIONAL CHANNEL 1 Radio Resource.
- Step 2. From the active Radio Resource select the Radio Check button. Enter the ID or alias of RADIO-1 in the Radio Check window.
- Step 3. Click the "Send" button from the Radio Check window to initiate the Radio Check.
- Step 4. Verify that "ACKNOWLEDGED" is shown on CONVENTIONAL CHANNEL 1's Channel Control Window.
- Step 5. Turn off RADIO-1.
- Step 6. Click the "Send" button from the Radio Check window to initiate the Radio Check on RADIO-1.
- Step 7. Verify that an error message is logged: "Send Radio Check failed: Target not found."

Pass\_\_\_\_ Fail\_\_\_\_

## MCC 7100/7500 Conventional Resources

### 3.4.10 Radio Disable/Enable

#### 1. DESCRIPTION

This test will demonstrate the Radio Disable/Enable service is supported from an MCC7100/7500 console using a Conventional channel. Once the radio is inhibited/disabled, the radio cannot be used to monitor voice channels or for any other radio user initiated activity.

This test can be run using Digital Conventional or MDC1200 Channels

#### SETUP

RADIO-1 - CONVCH 1

CONSOLE-1 - CONVCH 1

**VERSION #1.030**

#### 2. TEST

- Step 1. Verify that RADIO-1 can transmit and receive audio.
- Step 2. From the active Radio Resource on the console select the RADIO INHIBIT/DISABLE icon. Enter the ID or alias of RADIO-1. Click the "Send" button to initiate the RADIO INHIBIT/DISABLE.
- Step 3. Verify that RADIO-1 appears to be powered-down and unable to transmit or receive audio.
- Step 4. Send a Radio Check/Remote Monitor to RADIO-1 and verify that it can still receive and respond to a Radio Check/Remote Monitor but without providing any indication to the radio user.
- Step 5. From the active Radio Resource on the console select the RADIO UNINHIBIT/ENABLE icon. Enter the ID or alias of RADIO-1. Click the "Send" button to initiate the RADIO UNINHIBIT/ENABLE.
- Step 6. Verify that RADIO-1 appears to be powered-up and is able to transmit or receive audio.

Pass\_\_\_\_ Fail\_\_\_\_



## MCC 7100/7500 Conventional Resources

### 3.4.11 Console Transmits Conventional Talkgroup

#### 1. DESCRIPTION

This test will demonstrate the capability of the console to transmit a conventional talkgroup call to a subscriber and another console. A console operator will see a cross busy due to console on other talkgroups on that conventional talkgroup channel. The cross busy due to console indicates that the other talkgroup's console operator cannot currently transmit and will be busy/queued if they attempt to transmit. While the console is transmitting, subscribers using a different talkgroup on the conventional talkgroup channel will see LED light indicating channel busy.

#### SETUP

RADIO-1 - TALKGROUP A  
RADIO-1 – CHANNEL 1  
RADIO-2 – TALKGROUP B  
RADIO-2 – CHANNEL 1  
CONSOLE-1 – TALKGROUP A  
CONSOLE-2 – TALKGROUP A  
CONSOLE-2 – TALKGROUP B

Radios use Selective Squelch. Channel 1 is an infrastructure configured Conventional Talkgroup channel that has Talkgroup A and Talkgroup B.

#### VERSION #1.010

#### 2. TEST

- Step 1. Using CONSOLE-1 transmit on TALKGROUP A.
- Step 2. Will demonstrate RADIO-1 and CONSOLE-2 hear TALKGROUP A and see that it is CONSOLE-1 transmitting. Will demonstrate RADIO-2 sees channel busy and CONSOLE-2 sees cross busy due to console on TALKGROUP B.
- Step 3. Using CONSOLE-2 attempt transmit on TALKGROUP B and release PTT
- Step 4. Will demonstrate CONSOLE-2 displays busy/queued on TALKGROUP B.
- Step 5. Using CONSOLE-1 dekey TALKGROUP A.
- Step 6. Will demonstrate CONSOLE-2 displays callback on TALKGROUP B.
- Step 7. Using CONSOLE-2 transmit on TALKGROUP B.
- Step 8. Will demonstrate RADIO-2 hears TALKGROUP B and sees that it is CONSOLE-2 transmitting. Will demonstrate CONSOLE-1 sees cross busy due to console on TALKGROUP A and RADIO-1 sees channel busy.
- Step 9. Using CONSOLE-2 dekey TALKGROUP B.
- Step 10. Will demonstrate the channel is available at radios and consoles.

Pass \_\_\_\_ Fail \_\_\_\_

### 3.5 SIGNOFF CERTIFICATE

By their signatures below, the following witnesses certify they have observed the system Acceptance Test Procedures.

#### Signatures

WITNESS:

\_\_\_\_\_ Date: \_\_\_\_\_

Please Print Name: \_\_\_\_\_

\_\_\_\_\_

Initials:

Please Print Title: \_\_\_\_\_

WITNESS:

\_\_\_\_\_ Date: \_\_\_\_\_

Please Print Name: \_\_\_\_\_

\_\_\_\_\_

Initials:

Please Print Title: \_\_\_\_\_

WITNESS:

\_\_\_\_\_ Date: \_\_\_\_\_

Please Print Name: \_\_\_\_\_

\_\_\_\_\_

Initials:

Please Print Title: \_\_\_\_\_

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SECTION 4

# ESSENTIAL PLUS SERVICES

## 4.1 OVERVIEW

Motorola Solutions is proposing our Essential Plus Services for ASTRO<sup>®</sup> 25 infrastructure to provide Kennebunkport with the support needed to detect and resolve unforeseen issues. Essential Plus Services consists of the following elements:

- Remote Technical Support.
- Network Hardware Repair with Advanced Replacement.
- Security Update Service (SUS).
- OnSite Infrastructure Response.
- Annual Preventive Maintenance.

Together, these elements will help to avoid operational disruptions and maintain the value of Kennebunkport's communications investment.

## 4.2 ESSENTIAL PLUS ELEMENT DESCRIPTIONS

The following sections describe the elements proposed for Kennebunkport's ASTRO 25 infrastructure.

### 4.2.1 Remote Technical Support

Motorola Solutions' Centralized Managed Support Operations (CMSO) will provide Remote Technical Support for infrastructure issues that require specific technical expertise. Experienced technical support specialists will be available to consult with Kennebunkport to help diagnose, troubleshoot, and resolve infrastructure issues. Service Desk maintenance procedures and incident resolution techniques are based on ISO 9001 and TL 9000 standards.

### 4.2.2 Network Hardware Repair with Advanced Replacement

To restore Kennebunkport's ASTRO 25 network components if they malfunction, Motorola Solutions will repair Motorola Solutions-provided infrastructure equipment. This includes select third-party infrastructure equipment supplied by Motorola Solutions. Motorola Solutions will ship and return repaired equipment, and will coordinate the repair of third-party solution components.

To reduce the impact of a malfunction, Motorola Solutions will exchange malfunctioning equipment with Advanced Replacement units or Field Replacement Units (FRU), as available. Motorola Solutions' repair depot will diagnose and repair malfunctioning components, and once repaired, add those to the depot's FRU inventory. Replacement components will remain in Kennebunkport's ASTRO 25 network to maintain continued network functionality.

If Kennebunkport prefers to maintain their existing FRU inventory rather than using Motorola Solutions' depot inventory, Motorola Solutions can provide "loaner" FRUs during the repair process.





### 4.2.3 Security Update Service

Commercial security software updates are often designed without consideration for specialized systems like radio communications networks. Therefore, they may at sometimes inadvertently disrupt ASTRO 25 networks such as the one proposed to Kennebunkport. Motorola Solutions will test anti-virus, operating system, and other software patches to check their compatibility with ASTRO 25.

Once tested, Motorola Solutions will post the updates to a secured extranet website and send an email notification to Kennebunkport. If there are any recommended configuration changes, warnings, or workarounds, Motorola Solutions will provide detailed documentation along with the updates on the website. When tested updates have been posted, Kennebunkport will need to download and install them.

### 4.2.4 OnSite Infrastructure Response

Motorola Solutions will provide repair service from trained and qualified technicians. Once dispatched, technicians will travel to Kennebunkport's ASTRO 25 network location to diagnose issues and restore functionality. These technicians will run diagnostics on hardware to identify defective components, and repair or replace them as appropriate. Infrastructure Response times are based on a given issue's impact on overall system function.

Travel times and service levels are governed by local geography. Motorola Solutions will provide additional information in the Statement of Work for ASTRO 25 Essential Plus Services and in the Customer Support Plan agreed between Kennebunkport and Motorola Solutions.

### 4.2.5 Annual Preventive Maintenance

Motorola Solutions will annually test and service network components. Qualified field technicians will perform routine hands-on examination and diagnostics of network equipment to keep them operating according to original manufacturer specifications.

### 4.2.6 Motorola Solutions Service Delivery Ecosystem

Essential Plus Services are delivered through a tailored combination of field service personnel, centralized teams, product repair depots, and MyView Portal. These service resources will collaborate to swiftly analyze network issues, accurately diagnose root causes, and efficiently resolve issues to return the network to normal operation.

Motorola Solutions services will be delivered by staff experienced in servicing mission-critical networks. Motorola Solutions uses the Information Technology Infrastructure Library (ITIL) framework to define service tasks based on industry-recognized best practices. As staff perform tasks, service incident information will be available to Kennebunkport's administrators and personnel through MyView Portal.

Service activities and Motorola Solutions' service team are described in more detail below.

### 4.2.7 Centralized Managed Support Operations

The cornerstone of Motorola Solutions' support process is the Centralized Managed Support Operations (CMSO) organization. This TL 9000/ISO 9001-certified organization is staffed 24x7x365

by experienced service desk specialists, security analysts, and operations managers. The CMSO houses critical central functions, including the Service Desk.

The CMSO Service Desk will serve as a single point of contact for services. It processes service requests, service incidents, change requests, and dispatching. The Service Desk communicates necessary information to stakeholders, bridging communications among Kennebunkport, Motorola Solutions, and third-party subcontractors.

Service Desk teams record, track, and update incidents through the Motorola Solutions Customer Relationship Management (CRM) system. They document and respond to inquiries, requests, concerns, and service tickets. When an incident is initiated, the CMSO will engage with teams to resolve that incident. The CMSO will escalate to new teams when needed. Depending on the incident, the CMSO will coordinate incident resolution with local field service and authorized repair depots.

## **4.2.8 Field Service**

Motorola Solutions authorized and qualified field service technicians will perform the On-site Infrastructure Response service, repair malfunctioning hardware in the field, and conduct preventive maintenance tasks. These technicians will coordinate with the Service Desk, technical support teams, and product engineering as needed to resolve incidents.

## **4.2.9 Repair Depot**

The Motorola Solutions Repair Depot will provide Kennebunkport with a central repair location. This will eliminate the need to send network equipment to multiple vendor locations for repair. Motorola Solutions tracks products sent to the Depot via a case management system throughout the repair process. This system will enable Kennebunkport's representatives to check repair status, from inbound shipment to return.

## **4.2.10 Customer Support Manager**

A Motorola Solutions Customer Support Manager (CSM) will be Kennebunkport's key point of contact for the definition and administration of services. The CSM will work with Kennebunkport to define service delivery details to address Kennebunkport's specific priorities.



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SECTION 5

# PRICING

## 5.1 PRICING SUMMARY

Motorola Solutions is pleased to provide the following equipment and services to Kennebunkport.

Description	Price
Infrastructure Equipment/Software Cost:	\$655,235.00
Subscriber Total:	\$429,728.00
Installation Cost: <i>Includes Installation, Project Management, System Integration, Staging and 1<sup>st</sup> Year Warranty</i>	\$472,354.00
<b>System Total:</b>	<b>\$1,557,317.00</b>
<b>System Discount:</b>	<b>(\$426,817.00)</b>
<b>Total Motorola Solutions System Cost with Discount</b>	<b>\$1,130,500.00</b>

\*Antenna Install and Site Work to be quoted by 2-Way Communications.

## 5.2 SUA (SYSTEM UPGRADE ASSURANCE) YEARS 2-5

Year 1	Year 2	Year 3	Year 4
\$38,482.19	\$38,824.98	\$39,178.05	\$39,541.72

## 5.3 PAYMENT SCHEDULE

1. 10% of the Contract Price due upon contract execution (due upon effective date);
2. 40% of the Contract Price due upon shipment of equipment from Staging;
3. 40% of the Contract Price due upon installation of equipment; and
4. 10% of the Contract Price due upon Final Acceptance.

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## 5.4 DETAILED EQUIPMENT LIST

### 5.4.1 Infrastructure

LOCATION	QTY.	PART #	DESCRIPTION	UNIT PRICE	EXT. UNIT PRICE
CORE	1	SQM01SUM0237	SINGLE ZONE CONV NON-RED CORE	\$34,950.00	\$34,950.00
CORE	1	CA02259AA	ADD: Redundancy	\$29,422.00	\$29,422.00
CORE	2	CA01896AB	ADD: BACKHAUL SWITCH	\$5,000.00	\$5,000.00
CORE	1	CA01663AB	ADD: RACK	\$495.00	\$495.00
CORE/DISPATCH	1	THN1012	RACK 7' OPEN	\$470.00	\$470.00
CORE/DISPATCH	4	DSTSJ100BT	SPD, RJ-48 8 PIN, 10/100 BASE T TSJ PROTECTS/PASSES ON ALL 8 PIN	\$109.00	\$436.00
CORE/DISPATCH	3	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES DATA SPDS	\$85.00	\$255.00
CORE/DISPATCH	12	0784469Y02	BRKT, CBL SUPPORT	\$110.00	\$1,320.00
CORE/DISPATCH	3	3182602Y06	GROUNDING BUS BAR	\$97.50	\$292.50
CORE/DISPATCH	1	T7039	GTR 8000 Base Radio	\$-	\$-
CORE/DISPATCH	1	CA03678AA	ADD: ASTRO SYSTEM RELEASE 2021.1	\$-	\$-
CORE/DISPATCH	1	X530BG	ADD: VHF (136-174 MHZ)	\$6,300.00	\$6,300.00
CORE/DISPATCH	1	CA01948AA	ADD: DIGITAL CONVENTIONAL SOFTWARE	\$18,500.00	\$18,500.00
CORE/DISPATCH	1	CA01502AA	ADD: ASTRO 25 CONVENTIONAL SIMULCAST SOFTWARE	\$1,000.00	\$1,000.00
CORE/DISPATCH	1	X153AW	ADD: RACK MOUNT HARDWARE	\$50.00	\$50.00
CORE/DISPATCH	2	DSNMA01450	N MALE FOR 1/4" ACC SERIES CABLE	\$23.50	\$47.00
CORE/DISPATCH	2	DSBNA01450	CONNECTOR BNC MALE FOR 1/4" ACC SERIES CABLE	\$23.50	\$47.00
CORE/DISPATCH	1	T7039	GTR 8000 Base Radio	\$-	\$-
CORE/DISPATCH	1	CA03678AA	ADD: ASTRO SYSTEM RELEASE 2021.1	\$-	\$-
CORE/DISPATCH	1	X530BG	ADD: VHF (136-174 MHZ)	\$6,300.00	\$6,300.00
CORE/DISPATCH	1	CA03089AA	ADD: ANALOG CONV IP VOTING/SIMUL	\$11,200.00	\$11,200.00
CORE/DISPATCH	1	X265AN	ADD: NARROW PRESELECTOR, 136-154 MHZ	\$500.00	\$500.00
CORE/DISPATCH	1	X153AW	ADD: RACK MOUNT HARDWARE	\$50.00	\$50.00

LOCATION	QTY.	PART #	DESCRIPTION	UNIT PRICE	EXT. UNIT PRICE
CORE/DISPATCH	2	DSNMA01450	N MALE FOR 1/4" ACC SERIES CABLE	\$23.50	\$47.00
CORE/DISPATCH	2	DSBNA01450	CONNECTOR BNC MALE FOR 1/4" ACC SERIES CABLE	\$23.50	\$47.00
CORE/DISPATCH	1	DSCOL54160	OMNI, MEANDER COLLINER, 6.0 DBD, 150-160 MHZ, PIM RATED	\$2,454.00	\$2,454.00
CORE/DISPATCH	15	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT	\$2.00	\$30.00
CORE/DISPATCH	2	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)	\$35.25	\$70.50
CORE/DISPATCH	2	DSWKU	WK-U, UNIVERSAL WEATHERPROOFING KIT	\$43.50	\$87.00
CORE/DISPATCH	200	DSAT078J50	AT078J50, 7/8" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT	\$4.80	\$960.00
CORE/DISPATCH	2	DSDF07850B	7/16 DIN FEMALE FOR 7/8 CABLE (USE WITH CT07850AIO-2)	\$50.25	\$100.50
CORE/DISPATCH	5	DSGKS78AC	GK-S78AC, STD GROUND KIT FOR 7/8" AIRCELL COAX	\$49.00	\$245.00
CORE/DISPATCH	1	DSHG78	HG-78, LACE-UP GRIP FOR 7/8 COAX	\$67.25	\$67.25
CORE/DISPATCH	7	DSSHU78	SH-U78, UNIVERSAL SNAP-IN HANGER FOR 7/8" AIRCELL COAX, PKG OF 10	\$52.00	\$364.00
CORE/DISPATCH	1	DSVHF50DMAPGR	RF SPD, 100-512MHZ, DC BLOCK HIGH POWER DIN MALE ANT, DIN FEMALE EQUIP	\$155.00	\$155.00
CORE/DISPATCH	25	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT	\$2.00	\$50.00
CORE/DISPATCH	1	DSNMA01250B	N MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)	\$35.25	\$35.25
CORE/DISPATCH	1	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)	\$35.25	\$35.25
CORE/DISPATCH	1	SPD2909A	dbSpectra CUSTOM DUPLEXER	\$29,900.00	\$29,900.00
CORE/DISPATCH	1	T8341	GRV 8000 COMPARATOR	\$3,000.00	\$3,000.00
CORE/DISPATCH	1	CA03084AA	ADD: COMPARATOR	\$2,500.00	\$2,500.00
CORE/DISPATCH	1	CA03320AA	ADD: ASTRO 25 CONVENTIONAL SOFTWARE	\$ 10,500.00	\$10,500.00
CORE/DISPATCH	1	CA03317AA	ADD: DIGITAL CONV SIMULCAST SOFTWARE	\$3,000.00	\$3,000.00
CORE/DISPATCH	1	CA03677AA	ADD: ASTRO SYSTEM RELEASE 2020.1	\$-	\$-
CORE/DISPATCH	1	X153AW	ADD: RACK MOUNT HARDWARE	\$50.00	\$50.00
CORE/DISPATCH	1	T8341	GRV 8000 COMPARATOR	\$3,000.00	\$3,000.00
CORE/DISPATCH	1	CA03084AA	ADD: COMPARATOR	\$2,500.00	\$2,500.00
CORE/DISPATCH	1	CA01949AC	ADD: ANALOG CONV ONLY SW	\$4,500.00	\$4,500.00
CORE/DISPATCH	1	CA01952AC	ADD: ANALOG CONV SIMULCAST SW	\$3,000.00	\$3,000.00

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LOCATION	QTY.	PART #	DESCRIPTION	UNIT PRICE	EXT. UNIT PRICE
CORE/DISPATCH	1	CA03677AA	ADD: ASTRO SYSTEM RELEASE 2020.1	\$-	\$-
CORE/DISPATCH	1	X153AW	ADD: RACK MOUNT HARDWARE	\$50.00	\$50.00
CORE/DISPATCH	1	DSTRAK91009E	REMOTE SITE REDUNDANT MODULAR FREQUENCY TIMING SYSTEM AC	\$35,155.00	\$35,155.00
CORE/DISPATCH	50	DSACC014J50	1/4" ULTRA FLEXIBLE, 50 OHM, CORRUGATED, COPPER OUTER CONDUCTOR, LOW S	\$2.75	\$137.50
CORE/DISPATCH	4	DSNMA01450	N MALE FOR 1/4" ACC SERIES CABLE	\$23.50	\$94.00
CORE/DISPATCH	2	DSTRAK91061	FOUR PORT DDM	\$893.00	\$1,786.00
CORE/DISPATCH	1	THN1012	RACK 7" OPEN	\$470.00	\$470.00
CORE/DISPATCH	1	DDN1289	MCN SERVER 8000 SW LIC FOR 4 MOTOROLA IP COMPARATORS & 4 CLIENTS	\$9,556.00	\$9,556.00
CORE/DISPATCH	1	TT3903A	Z2 G5 MINI WORKSTATION NON RETURNABLE	\$2,500.00	\$2,500.00
CORE/DISPATCH	1	DSY7B61AA	HP Z2 MINI ARM WALL VESA MOUNT	\$77.00	\$77.00
CORE/DISPATCH	1	T7449	WINDOWS SUPPLEMENTAL TRANS CONFIG	\$50.00	\$50.00
CORE/DISPATCH	1	T7885	MCAFFEE WINDOWS AV CLIENT	\$165.00	\$165.00
CORE/DISPATCH	1	BVN1013	MKM 7000 Console Alias Manager Software	\$250.00	\$250.00
CORE/DISPATCH	1	TT3903A	Z2 G5 MINI WORKSTATION NON RETURNABLE	\$2,500.00	\$2,500.00
CORE/DISPATCH	1	DSY7B61AA	HP Z2 MINI ARM WALL VESA MOUNT	\$77.00	\$77.00
CORE/DISPATCH	1	T7449	WINDOWS SUPPLEMENTAL TRANS CONFIG	\$50.00	\$50.00
CORE/DISPATCH	1	T7885	MCAFFEE WINDOWS AV CLIENT	\$165.00	\$165.00
CORE/DISPATCH	1	TT3903A	Z2 G5 MINI WORKSTATION NON RETURNABLE	\$2,500.00	\$2,500.00
CORE/DISPATCH	1	DSY7B61AA	HP Z2 MINI ARM WALL VESA MOUNT	\$77.00	\$77.00
CORE/DISPATCH	1	T7449	WINDOWS SUPPLEMENTAL TRANS CONFIG	\$50.00	\$50.00
CORE/DISPATCH	1	T7885	MCAFFEE WINDOWS AV CLIENT	\$165.00	\$165.00
CORE/DISPATCH	1	TT3903A	Z2 G5 MINI WORKSTATION NON RETURNABLE	\$2,500.00	\$2,500.00
CORE/DISPATCH	1	DSY7B61AA	HP Z2 MINI ARM WALL VESA MOUNT	\$77.00	\$77.00
CORE/DISPATCH	1	T7449	WINDOWS SUPPLEMENTAL TRANS CONFIG	\$50.00	\$50.00
CORE/DISPATCH	1	T7885	MCAFFEE WINDOWS AV CLIENT	\$165.00	\$165.00
CORE/DISPATCH	1	TDN8533	RACK MOUNT SHELF 19 INCH	\$76.00	\$76.00
CORE/DISPATCH	1	DSCL5808N	ATEN : 8 PORT LCD KVM	\$2,206.00	\$2,206.00
CORE/DISPATCH	2	L37TSS9PW1 N	ALL BAND CONSOLETTTE	\$8,683.00	\$17,366.00
CORE/DISPATCH	2	G806	ENH: ASTRO DIGITAL CAI OP APX	\$515.00	\$1,030.00
CORE/DISPATCH	2	G48	ENH: CONVENTIONAL OPERATION	\$800.00	\$1,600.00
CORE/DISPATCH	2	GA00469	ENH: EXTENDED DISPATCH APX CONSOLETTTE	\$500.00	\$1,000.00

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LOCATION	QTY.	PART #	DESCRIPTION	UNIT PRICE	EXT. UNIT PRICE
CORE/DISPATCH	2	L999	ADD: FULL FP W/E5/KEYPAD/CLOCKVU	\$789.00	\$1,578.00
CORE/DISPATCH	2	G90	ADD: NO MICROPHONE NEEDED	\$-	\$-
CORE/DISPATCH	2	CA01598	ADD: AC LINE CORD US	\$-	\$-
CORE/DISPATCH	2	G78	ADD: 3Y ESSENTIAL SERVICE	\$176.00	\$352.00
CORE/DISPATCH	2	GA05507	DEL: DELETE 7/800MHZ BAND	(\$800.00)	(\$1,600.00)
CORE/DISPATCH	2	G193	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	\$-	\$-
CORE/DISPATCH	1	DS800506	XBAND COUPLER 25-175-406-960 MHZ RACKMOUNT	\$606.00	\$606.00
CORE/DISPATCH	2	HKN6233C	APX CONSOLETTA RACK MOUNT KIT	\$200.00	\$400.00
CORE/DISPATCH	2	DSCOL51160	OMNI, RUGGED MENDER COLLINER, 0 DBD, 150-160 MHZ, PIM RATED	\$2,234.00	\$4,468.00
CORE/DISPATCH	30	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,500HM,BLACK POLYETHYLENE JCKT PER FT	\$2.00	\$60.00
CORE/DISPATCH	4	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)	\$35.25	\$141.00
CORE/DISPATCH	4	DSWKU	WK-U, UNIVERSAL WEATHERPROOFING KIT	\$43.50	\$174.00
CORE/DISPATCH	220	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,500HM,BLACK POLYETHYLENE JCKT PER FT	\$2.00	\$440.00
CORE/DISPATCH	4	DSDFA01250B	7/16 DIN FEMALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)	\$35.25	\$141.00
CORE/DISPATCH	8	DSGKS12AC	GK-S12AC, STD GROUND KIT FOR 1/2" AIRCELL COAX	\$49.00	\$392.00
CORE/DISPATCH	2	DSHG12	HG-12, LACE-UP GRIP FOR 1/2 COAX	\$49.00	\$98.00
CORE/DISPATCH	8	DSSHU12	SH-U12, UNIV SNAP HANGER 1/2 ,PKG10	\$52.00	\$416.00
CORE/DISPATCH	2	DSVHF50DMAPGR	RF SPD, 100-512MHZ, DC BLOCK HIGH POWER DIN MALE ANT, DIN FEMALE EQUIP	\$155.00	\$310.00
CORE/DISPATCH	50	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,500HM,BLACK POLYETHYLENE JCKT PER FT	\$2.00	\$100.00
CORE/DISPATCH	2	DSNMA01250B	N MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)	\$35.25	\$70.50
CORE/DISPATCH	2	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)	\$35.25	\$70.50
CORE/DISPATCH	2	DSCOL4170P	OMNI, MEANDER COLLINER, 0DBD, 450-470MHZ, PIM RATED	\$1,125.00	\$2,250.00
CORE/DISPATCH	30	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,500HM,BLACK POLYETHYLENE JCKT PER FT	\$2.00	\$60.00
CORE/DISPATCH	4	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)	\$35.25	\$141.00
CORE/DISPATCH	4	DSWKU	WK-U, UNIVERSAL WEATHERPROOFING KIT	\$43.50	\$174.00

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LOCATION	QTY.	PART #	DESCRIPTION	UNIT PRICE	EXT. UNIT PRICE
CORE/DISPATCH	220	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT	\$2.00	\$440.00
CORE/DISPATCH	4	DS DFA01250B	7/16 DIN FEMALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)	\$35.25	\$141.00
CORE/DISPATCH	8	DSGKS12AC	GK-S12AC, STD GROUND KIT FOR 1/2" AIRCELL COAX	\$49.00	\$392.00
CORE/DISPATCH	2	DSHG12	HG-12, LACE-UP GRIP FOR 1/2 COAX	\$49.00	\$98.00
CORE/DISPATCH	8	DSSHU12	SH-U12, UNIV SNAP HANGER 1/2 ,PKG10	\$52.00	\$416.00
CORE/DISPATCH	2	DSVHF50DMPAGR	RF SPD, 100-512MHZ, DC BLOCK HIGH POWER DIN MALE ANT, DIN FEMALE EQUIP	\$155.00	\$310.00
CORE/DISPATCH	50	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT	\$2.00	\$100.00
CORE/DISPATCH	2	DSNMA01250B	N MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)	\$35.25	\$70.50
CORE/DISPATCH	2	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)	\$35.25	\$70.50
CORE/DISPATCH	1	F0016	MC IOT MAIN MODEL	\$-	\$-
CORE/DISPATCH	1	VA01370AA	ADD: MC-EDGE	\$950.00	\$950.00
CORE/DISPATCH	1	VA00290	INC:IOT MC-EDGE PLUG-IN BOARD	\$150.00	\$150.00
CORE/DISPATCH	1	VA00599	ADD:MIXED IO 7DI/6DO/1AO/3AI HW ONLY NO LIC	\$640.00	\$640.00
CORE/DISPATCH	1	VA00009	ADD: AC POWER SUPPLY UNIT 12V / 5A DC OUTPUT	\$225.00	\$225.00
CORE/DISPATCH	1	VA00155	ADD:DC POWER CABLE	\$50.00	\$50.00
CORE/DISPATCH	1	DS9PXXR1800N008	UPS, 9PX, 1800W, 120V, SOFTWARED, 8 MIN RUNTIME RACKMOUNT	\$3,019.00	\$3,019.00
CORE/DISPATCH	2	DSGXTR0900N007	UPS, GXT RACKMOUNT 1000VA/900W, 7 MIN RUNTIME 120V SOFTWARED	\$1,320.00	\$2,640.00
CORE/DISPATCH	5	DSDRS1215	SPD, 12 OUTLETS 15 FT CORD 1050 JOULES NON-ISOBAR SURGE SUPPRESSOR 15	\$130.00	\$650.00
CORE/DISPATCH	1	B1948	MCC 7500E DISPATCH POSITION LICENSES	\$-	\$-
CORE/DISPATCH	2	UA00653AA	ADD: BASIC CONSOLE OPERATION	\$4,800.00	\$9,600.00
CORE/DISPATCH	1	UA00250AA	ADD: 15 RADIO RESOURCES LICENSE	\$3,675.00	\$3,675.00
CORE/DISPATCH	2	UA00661AA	ADD: ENHANCED IRR	\$3,000.00	\$6,000.00
CORE/DISPATCH	2	UA00655AA	ADD: ADVANCED CONVENTIONAL OPERATION	\$3,600.00	\$7,200.00
CORE/DISPATCH	1	B1949	MCC 7500E SOFTWARE DVD	\$250.00	\$250.00
CORE/DISPATCH	2	DSTG191B	TECH GLOBAL EVOLUTION SERIES 19INCH NON TOUCH	\$1,422.00	\$2,844.00

Communications Upgrade

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LOCATION	QTY.	PART #	DESCRIPTION	UNIT PRICE	EXT. UNIT PRICE
CORE/DISPATCH	2	TT3903A	Z2 G5 MINI WORKSTATION NON RETURNABLE	\$2,500.00	\$5,000.00
CORE/DISPATCH	4	B1952	SPEAKER, DESKTOP, USB	\$485.00	\$1,940.00
CORE/DISPATCH	4	CA03405AA	ADD: POWER SUPPLY WITH DC CORD	\$75.00	\$300.00
CORE/DISPATCH	4	CA03406AA	ADD: AC LINE CORD, NORTH AMERICA	\$13.00	\$52.00
CORE/DISPATCH	4	CA03413AA	ADD: USB CABLE, TYPE A TO TYPE C, 4.5M	\$29.00	\$116.00
CORE/DISPATCH	2	B1941	USB AUDIO INTERFACE MODULE	\$1,900.00	\$3,800.00
CORE/DISPATCH	2	B1951	MICROPHONE, DESKTOP, USB	\$445.00	\$890.00
CORE/DISPATCH	2	CA03413AA	ADD: USB CABLE, TYPE A TO TYPE C, 4.5M	\$29.00	\$58.00
CORE/DISPATCH	4	B1913	MCC SERIES HEADSET JACK	\$200.00	\$800.00
CORE/DISPATCH	2	RLN6098	HDST MODULE BASE W/PTT, 15 FT CBL	\$210.00	\$420.00
CORE/DISPATCH	2	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH	\$308.00	\$616.00
CORE/DISPATCH	1	DSF2B56AA	USB EXTERNAL DVD DRIVE	\$172.00	\$172.00
CORE/DISPATCH	2	DSS7300U3M	STARTECH 7 PORT USB 3.0 HUB	\$93.00	\$186.00
CORE/DISPATCH	2	T8742	MCAFFEE FOR WINDOWS CLIENT, A2019.2	\$165.00	\$330.00
CORE/DISPATCH	2	T8806A	WINDOWS SUPP TRANS CONFIG, A2020.1/A2021.1	\$-	\$-
CORE/DISPATCH	2	DSGXTR0900N007	UPS, GXT RACKMOUNT 1000VA/900W, 7 MIN RUNTIME 120V SOFTWARE	\$1,320.00	\$2,640.00
CORE/DISPATCH	4	DSDRS1215	SPD, 12 OUTLETS 15 FT CORD 1050 JOULES NON-ISOBAR SURGE SUPPRESSOR 15	\$130.00	\$520.00
CORE/DISPATCH	2	SQM01SUM0205	GGM 8000 GATEWAY	\$5,250.00	\$10,500.00
CORE/DISPATCH	2	CA01616AA	ADD: AC POWER	\$-	\$-
CORE/DISPATCH	2	CA02141AA	ADD: LOW DENSITY ENH CONV GATEWAY	\$3,000.00	\$6,000.00
CORE/DISPATCH	1	L37TSS9PW1 N	ALL BAND CONSOLETTTE	\$8,683.00	\$8,683.00
CORE/DISPATCH	1	G806	ENH: ASTRO DIGITAL CAI OP APX	\$515.00	\$515.00
CORE/DISPATCH	1	G48	ENH: CONVENTIONAL OPERATION	\$800.00	\$800.00
CORE/DISPATCH	1	L999	ADD: FULL FP W/E5/KEYPAD/CLOCKVU	\$789.00	\$789.00
CORE/DISPATCH	1	G90	ADD: NO MICROPHONE NEEDED	\$-	\$-
CORE/DISPATCH	1	CA01598	ADD: AC LINE CORD US	\$-	\$-
CORE/DISPATCH	1	G78	ADD: 3Y ESSENTIAL SERVICE	\$176.00	\$176.00
CORE/DISPATCH	1	GA05507	DEL: DELETE 7/800MHZ BAND	(\$800.00)	(\$800.00)

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Communications Upgrade

LOCATION	QTY.	PART #	DESCRIPTION	UNIT PRICE	EXT. UNIT PRICE
CORE/DISPATCH	1	GA05509	DEL: DELETE UHF BAND	(\$800.00)	(\$800.00)
CORE/DISPATCH	1	G193	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	\$-	\$-
CORE/DISPATCH	1	HKN6233C	APX CONSOLETTA RACK MOUNT KIT	\$200.00	\$200.00
CORE/DISPATCH	1	DSCOL51160	OMNI, RUGGED MENDER COLLINER, 0 DBD, 150-160 MHZ, PIM RATED	\$2,234.00	\$2,234.00
CORE/DISPATCH	15	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT	\$2.00	\$30.00
CORE/DISPATCH	2	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)	\$35.25	\$70.50
CORE/DISPATCH	2	DSWKU	WK-U, UNIVERSAL WEATHERPROOFING KIT	\$43.50	\$87.00
CORE/DISPATCH	110	DSAT078J50	AT078J50, 7/8" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT	\$4.80	\$528.00
CORE/DISPATCH	2	DSDF07850B	7/16 DIN FEMALE FOR 7/8 CABLE (USE WITH CT07850AIO-2)	\$50.25	\$100.50
CORE/DISPATCH	4	DSGKS78AC	GK-S78AC, STD GROUND KIT FOR 7/8" AIRCELL COAX	\$49.00	\$196.00
CORE/DISPATCH	1	DSHG78	HG-78, LACE-UP GRIP FOR 7/8 COAX	\$67.25	\$67.25
CORE/DISPATCH	4	DSSHU78	SH-U78, UNIVERSAL SNAP-IN HANGER FOR 7/8" AIRCELL COAX, PKG OF 10	\$52.00	\$208.00
CORE/DISPATCH	1	DSVHF50DMAPGR	RF SPD, 100-512MHZ, DC BLOCK HIGH POWER DIN MALE ANT, DIN FEMALE EQUIP	\$155.00	\$155.00
CORE/DISPATCH	25	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT	\$2.00	\$50.00
CORE/DISPATCH	1	DSNMA01250B	N MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)	\$35.25	\$35.25
CORE/DISPATCH	1	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)	\$35.25	\$35.25
CORE/DISPATCH	2	F2380	MCD 5000 DESKSET	\$2,275.00	\$4,550.00
CORE/DISPATCH	2	FHN7469	MCD 5000 DESKSET / RGU POWER SUPPLY WITH USA POWER CORD	\$100.00	\$200.00
CORE/DISPATCH	1	DSJ9780A	HP ARUBA 2530 8 POE+ SWITCH	\$529.00	\$529.00
CORE/DISPATCH	1	F7879	SM, RADIO GATEWAY UNIT (RGU)	\$2,275.00	\$2,275.00
CORE/DISPATCH	1	FHN7469	MCD 5000 DESKSET / RGU POWER SUPPLY WITH USA POWER CORD	\$100.00	\$100.00
CORE/DISPATCH	1	FTN7490	MCD 5000 DESKSET RGU RACK MOUNT PANEL PLUS SCREWS	\$200.00	\$200.00
GOOSEROCKS	1	DQ366502	CPI M1053-712, M-SERIES CABINET, BLACK, 9IN W X 84IN H X 36 IN D	\$6,350.00	\$6,350.00
GOOSEROCKS	1	T8492	SITE ROUTER & FIREWALL- AC	\$875.00	\$875.00
GOOSEROCKS	1	CA03445AA	ADD: MISSION CRITICAL HARDENING	\$3,300.00	\$3,300.00
GOOSEROCKS	1	CA03448AA	ADD: STATEFUL FIREWALL	\$1,000.00	\$1,000.00

Communications Upgrade

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LOCATION	QTY.	PART #	DESCRIPTION	UNIT PRICE	EXT. UNIT PRICE
GOOSEROCKS	1	CLN1868	2930F 24-PORT SWITCH	\$2,500.00	\$2,500.00
GOOSEROCKS	1	T7039	GTR 8000 Base Radio	\$-	\$-
GOOSEROCKS	1	CA03678AA	ADD: ASTRO SYSTEM RELEASE 2021.1	\$-	\$-
GOOSEROCKS	1	X530BG	ADD: VHF (136-174 MHZ)	\$6,300.00	\$6,300.00
GOOSEROCKS	1	CA01948AA	ADD: DIGITAL CONVENTIONAL SOFTWARE	\$18,500.00	\$18,500.00
GOOSEROCKS	1	CA01502AA	ADD: ASTRO 25 CONVENTIONAL SIMULCAST SOFTWARE	\$1,000.00	\$1,000.00
GOOSEROCKS	2	DSNMA01450	N MALE FOR 1/4" ACC SERIES CABLE	\$23.50	\$47.00
GOOSEROCKS	2	DSBNA01450	CONNECTOR BNC MALE FOR 1/4" ACC SERIES CABLE	\$23.50	\$47.00
GOOSEROCKS	1	T7039	GTR 8000 Base Radio	\$-	\$-
GOOSEROCKS	1	CA03678AA	ADD: ASTRO SYSTEM RELEASE 2021.1	\$-	\$-
GOOSEROCKS	1	X530BG	ADD: VHF (136-174 MHZ)	\$6,300.00	\$6,300.00
GOOSEROCKS	1	CA03089AA	ADD: ANALOG CONV IP VOTING/SIMUL	\$11,200.00	\$11,200.00
GOOSEROCKS	1	X265AN	ADD: NARROW PRESECTOR, 136-154 MHZ	\$500.00	\$500.00
GOOSEROCKS	1	X153AW	ADD: RACK MOUNT HARDWARE	\$50.00	\$50.00
GOOSEROCKS	2	DSNMA01450	N MALE FOR 1/4" ACC SERIES CABLE	\$23.50	\$47.00
GOOSEROCKS	2	DSBNA01450	CONNECTOR BNC MALE FOR 1/4" ACC SERIES CABLE	\$23.50	\$47.00
GOOSEROCKS	1	DSCOL54160	OMNI, MEANDER COLLINER, 6.0 DBD, 150-160 MHZ, PIM RATED	\$2,454.00	\$2,454.00
GOOSEROCKS	15	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,500HM,BLACK POLYETHYLENE JCKT PER FT	\$2.00	\$30.00
GOOSEROCKS	2	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)	\$35.25	\$70.50
GOOSEROCKS	2	DSWKU	WK-U, UNIVERSAL WEATHERPROOFING KIT	\$43.50	\$87.00
GOOSEROCKS	200	DSAT078J50	AT078J50, 7/8" TRANSMISSION LINE,500HM,BLACK POLYETHYLENE JCKT PER FT	\$4.80	\$960.00
GOOSEROCKS	2	DSDFA07850B	7/16 DIN FEMALE FOR 7/8 CABLE (USE WITH CT07850AIO-2)	\$50.25	\$100.50
GOOSEROCKS	5	DSGKS78AC	GK-S78AC, STD GROUND KIT FOR 7/8" AIRCELL COAX	\$49.00	\$245.00
GOOSEROCKS	1	DSHG78	HG-78, LACE-UP GRIP FOR 7/8 COAX	\$67.25	\$67.25
GOOSEROCKS	7	DSSHU78	SH-U78, UNIVERSAL SNAP-IN HANGER FOR 7/8" AIRCELL COAX, PKG OF 10	\$52.00	\$364.00
GOOSEROCKS	1	DSVHF50DMAPGR	RF SPD, 100-512MHZ, DC BLOCK HIGH POWER DIN MALE ANT, DIN FEMALE EQUIP	\$155.00	\$155.00

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LOCATION	QTY.	PART #	DESCRIPTION	UNIT PRICE	EXT. UNIT PRICE
GOOSEROCKS	25	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT	\$2.00	\$50.00
GOOSEROCKS	1	DSNMA01250B	N MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)	\$35.25	\$35.25
GOOSEROCKS	1	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)	\$35.25	\$35.25
GOOSEROCKS	1	SPD2909A	dbSpectra CUSTOM DUPLEXER	\$29,900.00	\$29,900.00
GOOSEROCKS	1	DSTRAK88353M	GPS CLOCK, 10MHZ, RUBIDIUM, 48V INCL ANT AND 50' COAX W/DONGLE ADAPTER	\$15,230.00	\$15,230.00
GOOSEROCKS	1	DSTRAKP001134	AC POWER SUPPLY FOR 8835 GPS CLOCK	\$248.00	\$248.00
GOOSEROCKS	1	DSTRAK4008245101	MOUNTING SHELF FOR 8835 GPS CLOCK	\$403.00	\$403.00
GOOSEROCKS	1	DSDGXZ06NFNFA	800 MHZ - 2.5 GHZ +6 VOLTS (DGXZ+06NFN-A)	\$150.00	\$150.00
GOOSEROCKS	1	DS9PXXR1800N008 S	UPS, 9PX, 1800W, 120V, SOFTWIRED, 8 MIN RUNTIME RACKMOUNT	\$3,019.00	\$3,019.00
GOOSEROCKS	2	DSDRS1215	SPD, 12 OUTLETS 15 FT CORD 1050 JOULES NON-ISOBAR SURGE SUPPRESSOR 15	\$130.00	\$260.00
GOOSEROCKS	1	DSTSJ100BT	SPD, RJ-48 & PIN, 10/100 BASE T TSJ PROTECTS/PASSES ON ALL 8 PIN	\$109.00	\$109.00
GOOSEROCKS	1	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES DATA SPDS	\$85.00	\$85.00
SEWER DEPT.	1	DQ366502	CPI M1053-712, M-SERIES CABINET, BLACK, 9IN W X 84IN H X 36 IN D	\$6,350.00	\$6,350.00
SEWER DEPT.	1	T8492	SITE ROUTER & FIREWALL- AC	\$875.00	\$875.00
SEWER DEPT.	1	CA03445AA	ADD: MISSION CRITICAL HARDENING	\$3,300.00	\$3,300.00
SEWER DEPT.	1	CA03448AA	ADD: STATEFUL FIREWALL	\$1,000.00	\$1,000.00
SEWER DEPT.	1	CLN1868	2930F 24-PORT SWITCH	\$2,500.00	\$2,500.00
SEWER DEPT.	1	T7039	GTR 8000 Base Radio	\$-	\$-
SEWER DEPT.	1	CA03678AA	ADD: ASTRO SYSTEM RELEASE 2021.1	\$-	\$-
SEWER DEPT.	1	X530BG	ADD: VHF (136-174 MHZ)	\$6,300.00	\$6,300.00
SEWER DEPT.	1	CA01948AA	ADD: DIGITAL CONVENTIONAL SOFTWARE	\$18,500.00	\$18,500.00
SEWER DEPT.	1	CA01502AA	ADD: ASTRO 25 CONVENTIONAL SIMULCAST SOFTWARE	\$1,000.00	\$1,000.00
SEWER DEPT.	2	DSNMA01450	N MALE FOR 1/4" ACC SERIES CABLE	\$23.50	\$47.00
SEWER DEPT.	2	DSBNA01450	CONNECTOR BNC MALE FOR 1/4" ACC SERIES CABLE	\$23.50	\$47.00
SEWER DEPT.	1	T7039	GTR 8000 Base Radio	\$-	\$-
SEWER DEPT.	1	CA03678AA	ADD: ASTRO SYSTEM RELEASE 2021.1	\$-	\$-

Communications Upgrade

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LOCATION	QTY.	PART #	DESCRIPTION	UNIT PRICE	EXT. UNIT PRICE
SEWER DEPT.	1	X530BG	ADD: VHF (136-174 MHZ)	\$6,300.00	\$6,300.00
SEWER DEPT.	1	CA03089AA	ADD: ANALOG CONV IP VOTING/SIMUL	\$11,200.00	\$11,200.00
SEWER DEPT.	1	X265AN	ADD: NARROW PRESECTOR, 136-154 MHZ	\$500.00	\$500.00
SEWER DEPT.	1	X153AW	ADD: RACK MOUNT HARDWARE	\$50.00	\$50.00
SEWER DEPT.	2	DSNMA01450	N MALE FOR 1/4" ACC SERIES CABLE	\$23.50	\$47.00
SEWER DEPT.	2	DSBNA01450	CONNECTOR BNC MALE FOR 1/4" ACC SERIES CABLE	\$23.50	\$47.00
SEWER DEPT.	1	DSCOL54160	OMNI, MEANDER COLLINER, 6.0 DBD, 150-160 MHZ, PIM RATED	\$2,454.00	\$2,454.00
SEWER DEPT.	15	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT	\$2.00	\$30.00
SEWER DEPT.	2	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)	\$35.25	\$70.50
SEWER DEPT.	2	DSWKU	WK-U, UNIVERSAL WEATHERPROOFING KIT	\$43.50	\$87.00
SEWER DEPT.	200	DSAT078J50	AT078J50, 7/8" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT	\$4.80	\$960.00
SEWER DEPT.	2	DSDFA07850B	7/16 DIN FEMALE FOR 7/8 CABLE (USE WITH CT07850AIO-2)	\$50.25	\$100.50
SEWER DEPT.	5	DSGKS78AC	GK-S78AC, STD GROUND KIT FOR 7/8" AIRCELL COAX	\$49.00	\$245.00
SEWER DEPT.	1	DSHG78	HG-78, LACE-UP GRIP FOR 7/8 COAX	\$67.25	\$67.25
SEWER DEPT.	7	DSSHU78	SH-U78, UNIVERSAL SNAP-IN HANGER FOR 7/8" AIRCELL COAX, PKG OF 10	\$52.00	\$364.00
SEWER DEPT.	1	DSVHF50DMAPGR	RF SPD, 100-512MHZ, DC BLOCK HIGH POWER DIN MALE ANT, DIN FEMALE EQUIP	\$155.00	\$155.00
SEWER DEPT.	25	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT	\$2.00	\$50.00
SEWER DEPT.	1	DSNMA01250B	N MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)	\$35.25	\$35.25
SEWER DEPT.	1	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)	\$35.25	\$35.25
SEWER DEPT.	1	SPD2909A	dbSpectra CUSTOM DUPLEXER	\$29,900.00	\$29,900.00
SEWER DEPT.	1	DSTRAK88353M	GPS CLOCK, 10MHZ, RUBIDIUM, 48V INCL ANT AND 50' COAX W/DONGLE ADAPTER	\$15,230.00	\$15,230.00
SEWER DEPT.	1	DSTRAKP001134	AC POWER SUPPLY FOR 8835 GPS CLOCK	\$248.00	\$248.00
SEWER DEPT.	1	DSTRAK4008245101	MOUNTING SHELF FOR 8835 GPS CLOCK	\$403.00	\$403.00
SEWER DEPT.	1	DSDGXZ06NFNFA	800 MHZ - 2.5 GHZ +6 VOLTS (DGXZ+06NFNF-A)	\$150.00	\$150.00

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LOCATION	QTY.	PART #	DESCRIPTION	UNIT PRICE	EXT. UNIT PRICE
SEWER DEPT.	1	DS9PXXR1800N008 S	UPS, 9PX, 1800W, 120V, SOFTWARED, 8 MIN RUNTIME RACKMOUNT	\$3,019.00	\$3,019.00
SEWER DEPT.	2	DSDRS1215	SPD, 12 OUTLETS 15 FT CORD 1050 JOULES NON-ISOBAR SURGE SUPPRESSOR 15	\$130.00	\$260.00
SEWER DEPT.	1	DSTSJ100BT	SPD, RJ-48 & PIN, 10/100 BASE T TSJ PROTECTS/PASSES ON ALL 8 PIN	\$109.00	\$109.00
SEWER DEPT.	1	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES DATA SPDS	\$85.00	\$85.00
SPARES	1	DLN6966	FRU: GCP 8000/GCM 8000/GPB 8000	\$2,750.00	\$2,750.00
SPARES	1	CLN1868	2930F 24-PORT SWITCH	\$2,500.00	\$2,500.00
SPARES	1	SQM01SUM0205	GGM 8000 GATEWAY	\$5,250.00	\$5,250.00
SPARES	1	CA01616AA	ADD: AC POWER	\$-	\$-
SPARES	1	CA02141AA	ADD: LOW DENSITY ENH CONV GATEWAY	\$3,000.00	\$3,000.00
SPARES	1	T8492	SITE ROUTER & FIREWALL- AC	\$875.00	\$875.00
SPARES	1	CA03445AA	ADD: MISSION CRITICAL HARDENING	\$3,300.00	\$3,300.00
SPARES	1	CA03448AA	ADD: STATEFUL FIREWALL	\$1,000.00	\$1,000.00
SPARES	1	DLN8028	FRU: GRV MAIN MODULE	\$4,300.00	\$4,300.00
SPARES	1	DLN6781	FRU: POWER SUPPLY	\$2,200.00	\$2,200.00
SPARES	1	B1952	SPEAKER, DESKTOP, USB	\$485.00	\$485.00
SPARES	1	CA03413AA	ADD: USB CABLE, TYPE A TO TYPE C, 4.5M	\$29.00	\$29.00
SPARES	1	B1951	MICROPHONE, DESKTOP, USB	\$445.00	\$445.00
SPARES	1	CA03413AA	ADD: USB CABLE, TYPE A TO TYPE C, 4.5M	\$29.00	\$29.00
SPARES	1	DLN6898	FRU: FAN MODULE	\$300.00	\$300.00
SPARES	1	DSTRAK91061	FOUR PORT DDM	\$893.00	\$893.00
SPARES	1	DLN6897	FRU: PA VHF	\$3,200.00	\$3,200.00
SPARES	1	DLN6893	FRU: XCVR VHF V2 W/OPTION CARD	\$4,300.00	\$4,300.00
SPARES	1	DSTRAK88353M	GPS CLOCK, 10MHZ, RUBIDIUM, 48V INCL ANT AND 50' COAX W/DONGLE ADAPTER	\$15,230.00	\$15,230.00
SPARES	1	DSTRAKP001134	AC POWER SUPPLY FOR 8835 GPS CLOCK	\$248.00	\$248.00
POLICE/DISPATCH	1	DSCC45006	OMNI, CORPORATE COLLINER, 5 DBD, 450-520 MHZ, PIM RATED	\$2,743.00	\$2,743.00
POLICE/DISPATCH	15	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE, 50OHM, BLACK POLYETHYLENE JCKT PER FT	\$2.00	\$30.00





LOCATION	QTY.	PART #	DESCRIPTION	UNIT PRICE	EXT. UNIT PRICE
POLICE/DISPATCH	2	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)	\$35.25	\$70.50
POLICE/DISPATCH	2	DSWKU	WK-U, UNIVERSAL WEATHERPROOFING KIT	\$43.50	\$87.00
POLICE/DISPATCH	110	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT	\$2.00	\$220.00
POLICE/DISPATCH	2	DSDF01250B	7/16 DIN FEMALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)	\$35.25	\$70.50
POLICE/DISPATCH	4	DSGKS12AC	GK-S12AC, STD GROUND KIT FOR 1/2" AIRCELL COAX	\$49.00	\$196.00
POLICE/DISPATCH	1	DSHG12	HG-12, LACE-UP GRIP FOR 1/2 COAX	\$49.00	\$49.00
POLICE/DISPATCH	4	DSSHU12	SH-U12, UNIV SNAP HANGER 1/2 ,PKG10	\$52.00	\$208.00
POLICE/DISPATCH	1	DSVHF50DMPAGR	RF SPD, 100-512MHZ, DC BLOCK HIGH POWER DIN MALE ANT, DIN FEMALE EQUIP	\$155.00	\$155.00
POLICE/DISPATCH	25	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT	\$2.00	\$50.00
POLICE/DISPATCH	1	DSNMA01250B	N MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)	\$35.25	\$35.25
POLICE/DISPATCH	1	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)	\$35.25	\$35.25
GOOSEROCKS	1	DSCC45006	OMNI, CORPORATE COLLINER, 5 DBD, 450-520 MHZ, PIM RATED	\$2,743.00	\$2,743.00
GOOSEROCKS	15	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT	\$2.00	\$30.00
GOOSEROCKS	2	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)	\$35.25	\$70.50
GOOSEROCKS	2	DSWKU	WK-U, UNIVERSAL WEATHERPROOFING KIT	\$43.50	\$87.00
GOOSEROCKS	110	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT	\$2.00	\$220.00
GOOSEROCKS	2	DSDF01250B	7/16 DIN FEMALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)	\$35.25	\$70.50
GOOSEROCKS	4	DSGKS12AC	GK-S12AC, STD GROUND KIT FOR 1/2" AIRCELL COAX	\$49.00	\$196.00
GOOSEROCKS	1	DSHG12	HG-12, LACE-UP GRIP FOR 1/2 COAX	\$49.00	\$49.00
GOOSEROCKS	4	DSSHU12	SH-U12, UNIV SNAP HANGER 1/2 ,PKG10	\$52.00	\$208.00
GOOSEROCKS	1	DSVHF50DMPAGR	RF SPD, 100-512MHZ, DC BLOCK HIGH POWER DIN MALE ANT, DIN FEMALE EQUIP	\$155.00	\$155.00
GOOSEROCKS	25	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT	\$2.00	\$50.00
GOOSEROCKS	1	DSNMA01250B	N MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)	\$35.25	\$35.25
GOOSEROCKS	1	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)	\$35.25	\$35.25

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LOCATION	QTY.	PART #	DESCRIPTION	UNIT PRICE	EXT. UNIT PRICE
SEWER DEPT.	1	DSCC45006	OMNI, CORPORATE COLLINEAR, 5 DBD, 450-520 MHZ, PIM RATED	\$2,743.00	\$2,743.00
SEWER DEPT.	15	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT	\$2.00	\$30.00
SEWER DEPT.	2	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)	\$35.25	\$70.50
SEWER DEPT.	2	DSWKU	WK-U, UNIVERSAL WEATHERPROOFING KIT	\$43.50	\$87.00
SEWER DEPT.	110	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT	\$2.00	\$220.00
SEWER DEPT.	2	DSDF01250B	7/16 DIN FEMALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)	\$35.25	\$70.50
SEWER DEPT.	4	DSGKS12AC	GK-S12AC, STD GROUND KIT FOR 1/2" AIRCELL COAX	\$49.00	\$196.00
SEWER DEPT.	1	DSHG12	HG-12, LACE-UP GRIP FOR 1/2 COAX	\$49.00	\$49.00
SEWER DEPT.	4	DSSHU12	SH-U12, UNIV SNAP HANGER 1/2 ,PKG10	\$52.00	\$208.00
SEWER DEPT.	1	DSVHF50DMPGR	RF SPD, 100-512MHZ, DC BLOCK HIGH POWER DIN MALE ANT, DIN FEMALE EQUIP	\$155.00	\$155.00
SEWER DEPT.	25	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT	\$2.00	\$50.00
SEWER DEPT.	1	DSNMA01250B	N MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)	\$35.25	\$35.25
SEWER DEPT.	1	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)	\$35.25	\$35.25
			TOTAL		\$655,235.50

### 5.4.2 Subscribers

QTY.	PART #	DESCRIPTION	UNIT PRICE	EXT. UNIT PRICE
12	M22KSS9PW1BN	APX4500 ENHANCED VHF	\$1,851.00	\$22,212.00
12	G66BF	ADD: DASH MOUNT O2 APXM	\$297.00	\$3,564.00
12	G444	ADD: APX CONTROL HEAD SOFTWARE	\$-	\$-
12	GA00804	ADD: APX O2 CONTROL HEAD	\$492.00	\$5,904.00
12	G89	ADD: NO RF ANTENNA NEEDED	\$-	\$-
12	GA00235	ADD: NO GPS ANTENNA NEEDED	\$-	\$-
12	Q811	ADD: SOFTWARE P25 CONVENTIONAL	\$650.00	\$7,800.00



QTY.	PART #	DESCRIPTION	UNIT PRICE	EXT. UNIT PRICE
12	G193	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	\$-	\$-
12	G892	ENH: HAND MIC,GCAI WATER RESISTANT	\$72.00	\$864.00
12	G142	ADD: NO SPEAKER NEEDED	\$-	\$-
12	W12	ADD: RF PREAMP	\$66.00	\$792.00
12	G24	ADD: 3Y ESSENTIAL SERVICE	\$145.00	\$1,740.00
60	H51KDF9PW6 N	APX 4000 VHF MHZ MODEL 2 PORTABLE	\$2,120.00	\$127,200.00
60	Q811	ENH: SOFTWARE P25 CONVENTIONAL	\$650.00	\$39,000.00
60	Q667	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	\$-	\$-
60	H885BK	ADD: 3Y ESSENTIAL SERVICE	\$95.00	\$5,700.00
60	H499	ENH: SUBMERSIBLE (DELTA T)	\$250.00	\$15,000.00
60	PMPN4174A	CHGR DESKTOP SINGLE UNIT IMPRES, US/NA	\$76.00	\$4,560.00
20	PMMN4065A	APX IMPRES RSM W/VOL, IP57	\$107.00	\$2,140.00
40	PMMN4106D	XE500 HIGH IMPACT GREEN, CHANNEL KNOB, XTREME TEMPERATURE CABLE	\$550.00	\$22,000.00
10	NNTN7624C	CHARGER,CHR IMP VEH EXT NAVEU KIT	\$472.00	\$4,720.00
4	PMPN4284A	CHARGER DESKTOP MULTI-UNIT IMPRES 2 1 DISPLAY EXT PS 100-240VAC US/NA	\$1,315.00	\$5,260.00
7	M37TSS9PW1 N	APX8500 ALL BAND MP MOBILE	\$5,152.00	\$36,064.00
7	GA05507	DEL: DELETE 7/800MHZ BAND	(\$800.00)	(\$5,600.00)
7	G67EH	ADD: REMOTE MOUNT E5 MP	\$297.00	\$2,079.00
7	G444	ADD: APX CONTROL HEAD SOFTWARE	\$-	\$-
7	GA01670	ADD: APX E5 CONTROL HEAD	\$652.00	\$4,564.00
7	G89	ADD: NO RF ANTENNA NEEDED	\$180.00	\$1,260.00
7	G806	ENH: ASTRO DIGITAL CAI OP APX	\$515.00	\$3,605.00
7	G48	ENH: CONVENTIONAL OPERATION	\$800.00	\$5,600.00
7	G193	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	\$-	\$-
7	G892	ENH: HAND MIC,GCAI WATER RESISTANT	\$72.00	\$504.00
7	G142	ADD: NO SPEAKER NEEDED	\$60.00	\$420.00
7	W12	ADD: RF PREAMP	\$66.00	\$462.00
7	G78	ADD: 3Y ESSENTIAL SERVICE	\$176.00	\$1,232.00

Use or disclosure of this proposal is subject to the restrictions on the cover page.

Communications Upgrade

QTY.	PART #	DESCRIPTION	UNIT PRICE	EXT. UNIT PRICE
15	H91TGD9PW6 N	APX 8000 ALL BAND PORTABLE MODEL 2.5	\$6,462.00	\$96,930.00
15	Q806	ADD: ASTRO DIGITAL CAI OPERATION	\$515.00	\$7,725.00
15	H35	ADD: CONVENTIONAL OPERATION	\$800.00	\$12,000.00
15	QA05507	DEL: DELETE 7/800 MHZ BAND	(\$800.00)	(\$12,000.00)
15	Q667	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	\$-	\$-
15	Q58	ADD: 3Y ESSENTIAL SERVICE	\$121.00	\$1,815.00
15	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	\$157.00	\$2,355.00
15	PMMN4084A	PLUS RSM NC IP54 THRD 3.5MM JACK RX	\$95.00	\$1,425.00
15	RLN5313B	RECEIVE NLY SURV KIT (BLACK) /NOISE	\$55.50	\$832.50
		TOTAL		\$429,728.50

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SECTION 6

# CONTRACTUAL DOCUMENTATION

Motorola Solutions has provided a Communications System and Service Agreement and Exhibits on the following pages.



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## Communications System and Services Agreement

Motorola Solutions, Inc. ("Motorola") and Town of Kennebunkport, ME ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System and Services, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

### Section 1 ATTACHMENTS

1.1. EXHIBITS. The Exhibits listed below are exhibits related to the System sale and implementation. These Exhibits are incorporated into and made a part of this Agreement.

Exhibit A	"Motorola Software License Agreement"
Exhibit B	"Payment"
Exhibit C	Technical and Implementation Documents
	C-1 "System Description" dated 1-18-2022
	C-2 "Pricing Summary & Equipment List" dated 1-18-2022
	C-3 C-3 "Implementation Statement of Work" dated 1-18-2022
	C-4 "Acceptance Test Plan" or "ATP" 1-18-2022
	C-5 C-5 "Performance Schedule" dated intentionally omitted
Exhibit D	"System Acceptance Certificate"

1.2. ADDENDUM (ADDENDA). Customer may elect to purchase professional or subscription services in addition to the System and related services. Any such services will be governed by the terms in the main body of the Agreement and an applicable Addendum containing terms specific to such service. Such Addendums will be labeled with the name of the service being purchased.

1.3 ORDER OF PRECEDENCE. In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement takes precedence over the exhibits (unless otherwise specified in an exhibit), and any inconsistency between Exhibits A through D will be resolved in their listed order, and 2) The applicable service Addendum will take precedence over the main body of the Agreement and the Exhibits.

### Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

**"Acceptance Tests"** means those tests described in the Acceptance Test Plan.

**"Addendum (Addenda)"** is the title of the document(s) containing a specific set of terms and conditions applicable to a particular service or other offering beyond the Communication System and System implementation services. The terms in the Addendum are applicable only to the specific service or offering described therein.

**"Administrative User Credentials"** means an account that has total access over the operating system, files, end user accounts and passwords at either the System level or box level. Customer's personnel with access to the Administrative User Credentials may be referred to as the Administrative User.

**"Beneficial Use"** means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).

**"Confidential Information"** means all information consistent with the fulfillment of this Agreement that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this Agreement are considered Confidential Information. Confidential Information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed



by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

**“Contract Price”** means the price for the System and implementation Services, excluding applicable sales or similar taxes and freight charges. Further, unless otherwise stated in Exhibit B, “Payment” or the pricing pages of the proposal, recurring fees for maintenance, SUA, or subscription services are not included in the Contract Price.

**“Deliverables”** means all written information (such as reports, specifications, designs, plans, drawings, analytics, Solution Data, or other technical or business information) that Motorola prepares for Customer in the performance of the Services and is obligated to provide to Customer under this Agreement. The Deliverables, if any, are more fully described in the Statement of Work.

**“Derivative Proprietary Materials”** means derivatives of the Proprietary Materials that Motorola may from time to time, including during the course of providing the Services, develop and/or use and/or to which Motorola provides Customer access.

**“Effective Date”** means that date upon which the last Party executes this Agreement.

**“Equipment”** means the hardware components of the Solution that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

**“Feedback”** means comments or information, in oral or written form, given to Motorola by Customer in connection with or relating to Equipment or Services, during the term of this Agreement.

**“Force Majeure”** means an event, circumstance, or act that is beyond a Party’s reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

**“Motorola Software”** means software that Motorola or its affiliated companies owns.

**“Non-Motorola Software”** means software that a party other than Motorola or its affiliated companies owns.

**“Open Source Software”** (also called “freeware” or “shareware”) means software with either freely obtainable source code, license for modification, or permission for free distribution.

**“Proprietary Materials”** means certain software tools and/or other technical materials, including, but not limited to, data, modules, components, designs, utilities, subsets, objects, program listings, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications which Motorola has developed prior to, or independently from, the provision of the Services and/or which Motorola licenses from third parties.

**“Proprietary Rights”** means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

**“Services”** means system implementation, maintenance, support, subscription, or other professional services provided under this Agreement, which may be further described in the applicable Addendum and/or SOW.

**“Software”** (i) means proprietary software in object code format, and adaptations, translations, de-

compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

**"Software Support Policy" ("SwSP")** means the policy set forth at <http://www.motorolasolutions.com/softwarepolicy> describing the specific technical support that will be provided to Customers under the Warranty Period and during any paid maintenance support period for Motorola Software. This policy may be modified from time to time at Motorola's discretion.

**"Solution"** means the combination of the System(s) and Services provided by Motorola under this Agreement.

**"Solution Data"** means Customer data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola, its vendors or other data sources and data that has been manipulated or retrieved using Motorola know-how to produce value-added content to data consumers, including customers or citizens which is made available to Customer with the Solution and Services.

**"Specifications"** means the functionality and performance requirements that are described in the Technical and Implementation Documents.

**"SUA" or "SUA II"** means Motorola's Software Upgrade Agreement program.

**"Subsystem"** means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.

**"System"** means the Equipment, including incidental hardware and materials, Software, and design, installation and implementation services that are combined together into an integrated system; the System(s) is (are) described in the Technical and Implementation Documents.

**"System Acceptance"** means the Acceptance Tests have been successfully completed.

**"System Data"** means data created by, in connection with or in relation to Equipment or the performance of Services under this Agreement.

**"Warranty Period"** for System Hardware, Software, or services related to system implementation means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first. Unless otherwise stated in the applicable Addendum, Warranty Period for other Services means ninety (90) days from performance of the Service.

### **Section 3 SCOPE OF AGREEMENT AND TERM**

3.1. **SCOPE OF WORK.** Motorola will provide, install and test the System(s), and perform its other contractual responsibilities to provide the Solution, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2. **CHANGE ORDERS.** Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price or applicable subscription fees, Performance Schedule, or both, and will reflect the adjustment in a change order or Addendum. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. **TERM.** Unless terminated in accordance with other provisions of this Agreement or extended by

mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, or completion of the Services, whichever occurs last. The term and the effective date of recurring Services will be set forth in the applicable Addendum.

3.4. **ADDITIONAL EQUIPMENT OR SOFTWARE.** For three (3) years after the expiration date of the Agreement, Customer may order additional Equipment or Software, if it is then available. Each purchase order must refer to this Agreement, the expiration date of the Agreement, and must specify the pricing and delivery terms. The Parties agree that, notwithstanding expiration of the Agreement, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Additional or contrary terms in the purchase order will be inapplicable, unless signed by both parties. Title and risk of loss to additional Equipment will pass at delivery, warranty will commence upon System Acceptance or Beneficial Use, whichever occurs first, and payment is due within thirty (30) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through Motorola Online ("MOL"), and this Agreement will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at <https://businessonline.motorolasolutions.com> and the MOL telephone number is (800) 814-0601.

3.5. **MOTOROLA SOFTWARE.** Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Motorola Software License Agreement in Exhibit A ("Software License Agreement"). Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.6. **NON-MOTOROLA SOFTWARE.** Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software.

3.7. **SUBSTITUTIONS.** At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

3.8. **OPTIONAL EQUIPMENT OR SOFTWARE.** This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

#### **Section 4 SERVICES**

4.1. If Customer desires and Motorola agrees to continue Services beyond the Term, Customer's issuance and Motorola's acceptance of a purchase order for Services will serve as an automatic extension

of the Agreement for purposes of the continuing Services. Only the terms and conditions applicable to the performance of Services will apply to the extended Agreement.

4.2. During the Warranty Period, in addition to warranty services, Motorola will provide maintenance Services for the Equipment and support for the Motorola Software pursuant to the applicable maintenance and support Statements of Work. Support for the Motorola Software will be in accordance with Motorola's established Software Support Policy. Copies of the SwSP can be found at <http://www.motorolasolutions.com/softwarepolicy> and will be sent by mail, email or fax to Customer upon written request. Maintenance Services and support during the Warranty Period are included in the Contract Price. Unless already included in the Contract Price, if Customer wishes to purchase 1) additional maintenance or software support services during the Warranty Period; or 2) continue or expand maintenance, software support, installation, and/or SUA services after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document. Unless otherwise agreed by the parties in writing, the terms and conditions in this Agreement applicable to maintenance, support, installation, and/or SUA Services, will be included in the Maintenance and Support Addendum, SUA Addendum, the applicable Statements of Work, and the proposal, (if applicable). These collective terms will govern the provision of such Services.

To obtain any such additional Services, Customer will issue a purchase order referring to this Agreement and the separate proposal document. Omission of reference to this Agreement in Customer's purchase order will not affect the applicability of this Agreement. Motorola's proposal may include a cover page entitled "Service Agreement" or "Installation Agreement", as applicable, and other attachments. These cover pages and other attachments are incorporated into this Agreement by this reference.

4.3. PROFESSIONAL AND SUBSCRIPTION SERVICES. If Customer purchases professional or subscription Services as part of the Solution, additional or different terms specific to such Service will be included in the applicable Addendum and will apply to those Services. Customer may purchase additional professional or subscription services by issuing a purchase order referencing this Agreement and Motorola's proposal for such additional services.

4.4. Any information in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer in providing Services under this Agreement or Motorola data viewed, accessed, will remain Motorola's property, will be deemed proprietary, Confidential Information. This Confidential Information will be promptly returned at Motorola's request.

4.5. TOOLS. All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of providing Services under this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Upon termination of the contract for any reason, Customer shall return to Motorola all equipment delivered to Customer.

4.6. COVENANT NOT TO EMPLOY. During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering Services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

4.7. CUSTOMER OBLIGATIONS. If the applicable Statement of Work or Addendum contains assumptions that affect the Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to perform the Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely

upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

4.8. **ASSUMPTIONS.** If any assumptions or conditions contained in this Agreement, applicable Addenda or Statements of Work prove to be incorrect or if Customer's obligations are not performed, Motorola's ability to perform under this Agreement may be impacted and changes to the Contract Price, subscription fees, project schedule, Deliverables, or other changes may be necessary.

4.9. **NON-PRECLUSION.** If, as a result of the Services performed under this Agreement, Motorola recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

4.10. **PROPRIETARY MATERIALS.** Customer acknowledges that Motorola may use and/or provide Customer with access to Proprietary Materials and Derivative Proprietary Materials. The Proprietary Materials and the Derivative Proprietary Materials are the sole and exclusive property of Motorola and Motorola retains all right, title and interest in and to the Proprietary Materials and Derivative Proprietary Materials.

4.11. **ADDITIONAL SERVICES.** Any services performed by Motorola outside the scope of this Agreement at the direction of Customer will be considered to be additional Services which are subject to additional charges. Any agreement to perform additional Services will be reflected in a written and executed change order, Addendum or amendment to this Agreement.

## **Section 5 PERFORMANCE SCHEDULE**

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

## **Section 6 CONTRACT PRICE, PAYMENT AND INVOICING**

6.1. Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that sufficient funds have been appropriated in accordance with applicable law. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

6.2. **CONTRACT PRICE.** The Contract Price in U.S. dollars is \$1,130,500.00. If applicable, a pricing summary is included with the Payment schedule in Exhibit B. Motorola has priced the Services, Software, and Equipment as an integrated System. A change in Software or Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Fees for professional, SUA, and/or subscription services which are not included in the Contract Price may be listed in Exhibit B, the pricing pages of the proposal, or the applicable Addendum.

6.3. **INVOICING AND PAYMENT.** Motorola will submit invoices to Customer according to the Payment schedule in Exhibit B. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola is 36-1115800. With each invoice, except an invoice for a payment due on the Effective Date, Motorola shall furnish signed lien waivers from Motorola and any subcontractors, suppliers, materialmen, or laborers that contributed to the work that is the subject of the invoice, and the second invoice shall include lien waivers for work paid by the payment due on the Effective Date. The authorized person executing each lien waiver shall voluntarily and with knowledge of that contractor's, subcontractor's,



or supplier's legal rights, waive and release any right that it has or in the future may have to claim a mechanic's lien or any other lien rights, and waive and release all other claims of any kind against (a) the real property where the work is located; (b) the improvements and other property located thereon; (c) Customer and its employees, officers, and agents; and (d) as applicable, the surety or sureties of Customer. In addition, in each of its lien waivers, Motorola shall (i) certify that it has paid all subcontractors, suppliers, materialmen and laborers for all work related to the subject invoice and (ii) agree to indemnify and hold harmless Customer for all costs and expenses, including attorneys fees, incurred as a result of claims that any of the subcontractors, suppliers, or employees have not been paid for such work. The Final Acceptance Certificate shall be substantially in the form provided in Exhibit D hereto.

6.4. **FREIGHT, TITLE, AND RISK OF LOSS.** Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon delivery. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

6.5. **INVOICING AND SHIPPING ADDRESSES.** Invoices will be sent to the Customer at the following address:

Name: Laurie A. Smith, Town Manager, Town of Kennebunkport  
Address: 6 Elm Street  
Phone: Kennebunkport, ME 04046

The address which is the ultimate destination where the Equipment will be delivered to Customer is:

Name: Laurie A. Smith, Town Manager, Town of Kennebunkport  
Address: 6 Elm Street  
Phone: Kennebunkport, ME 04046

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Name: Dwayne Michaud, 2-Way Communications Inc.  
Address: 19 Durham Street  
Phone: Portsmouth, NH 03801

## **Section 7 SITES AND SITE CONDITIONS**

7.1. **ACCESS TO SITES.** In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the worksites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

7.2. **SITE CONDITIONS.** Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

7.3. **SITE ISSUES.** If a Party determines that the sites identified in the Technical and Implementation

Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

## **Section 8 TRAINING**

Any training to be provided by Motorola to Customer will be described in the applicable Statement of Work. Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional costs.

## **Section 9 SYSTEM ACCEPTANCE**

9.1. COMMENCEMENT OF ACCEPTANCE TESTING. Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

9.2. SYSTEM ACCEPTANCE. System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

9.3. BENEFICIAL USE. Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

9.4. FINAL PROJECT ACCEPTANCE. Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

## **Section 10 REPRESENTATIONS AND WARRANTIES**

10.1. SYSTEM FUNCTIONALITY. Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

10.2. EQUIPMENT WARRANTY. During the Warranty Period, Motorola warrants that the Equipment

under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

10.3. **SOFTWARE WARRANTY.** Except as described in the SwSP and unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Software in accordance with the warranty terms set forth in the Software License Agreement and the provisions of this Section that are applicable to the Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. **Nothing in this Warranty provision is intended to conflict or modify the Software Support Policy. In the event of an ambiguity or conflict between the Software Warranty and Software Support Policy, the Software Support Policy governs.**

10.4. **EXCLUSIONS TO EQUIPMENT AND SOFTWARE WARRANTIES.** These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

10.5. **SERVICE WARRANTY.** During the Warranty Period, Motorola warrants that the Services will be provided in a good and workmanlike manner and will conform in all material respects to the applicable Statement of Work. Services will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "recommendations"). Motorola makes no warranties concerning those recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the recommendations and the results to be realized from implementing them.

10.6. **WARRANTY CLAIMS.** To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid Equipment or Software warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. These actions will be the full extent of Motorola's liability for the warranty claim. In the event of a valid Services warranty claim, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

10.7. **ORIGINAL END USER IS COVERED.** These express limited warranties are extended by Motorola to the original user purchasing the System or Services for commercial, industrial, or governmental use only, and are not assignable or transferable.

10.8. **DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.**



## **Section 11 DELAYS**

11.1. **FORCE MAJEURE.** Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule or applicable Addenda for a time period that is reasonable under the circumstances.

11.2. **PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER.** If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

## **Section 12 DISPUTES**

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

12.1. **GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the laws of the State in which the System is installed, without regard to its conflict of laws provisions.

12.2. **NEGOTIATION.** Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

12.3. **MEDIATION.** The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

12.4. **LITIGATION, VENUE and JURISDICTION.** If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

12.5. **CONFIDENTIALITY.** All communications pursuant to subsections 12.2 and 12.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

## **Section 13 DEFAULT AND TERMINATION**

13.1. **DEFAULT BY A PARTY.** If either Party fails to perform a material obligation under this Agreement,

the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

13.2. **FAILURE TO CURE.** If a defaulting Party fails to cure the default as provided above in Section 13.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

## **Section 14 INDEMNIFICATION**

14.1. **GENERAL INDEMNITY BY Motorola.** Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This Section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

14.2. **GENERAL INDEMNITY BY CUSTOMER.** Customer will indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Motorola gives Customer prompt, written notice of any the claim or suit. Motorola will cooperate with Customer in its defense or settlement of the claim or suit. This Section sets forth the full extent of Customer's general indemnification of Motorola from liabilities that are in any way related to Customer's performance under this Agreement.

14.2.1. The parties acknowledge that Customer is a political subdivision of the State of Maine to which the Maine Tort Claims Act applies. Accordingly, nothing in this Agreement (including provisions to indemnify, defend, and/or hold harmless) shall operate in any practical effect to waive any defense, immunity, limitation of liability, or other protection available to Customer pursuant to applicable law, including the Maine Tort Claims Act. Furthermore, Motorola agrees that nothing in this Agreement (including provisions to indemnify, defend, and/or hold harmless) is intended to create or shall have the effect of creating a greater liability on Customer's part to Motorola for third party claims than Customer has or would have for claims brought by such third party directly against Customer in accordance with the provisions of the Maine Tort Claims Act.

### **14.3. PATENT AND COPYRIGHT INFRINGEMENT.**

14.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the

Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

14.3.2 If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

14.3.3 Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

14.3.4. This Section 14 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 14 are subject to and limited by the restrictions set forth in Section 15.

## **Section 15      LIMITATION OF LIABILITY**

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or implementation and other one time Services with respect to which losses or damages are claimed,. With respect to all subscription or other ongoing Services and unless as otherwise provided under the applicable Addenda, Motorola's total liability will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Services preceding the incident giving rise to the claim. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision.

## **Section 16      CONFIDENTIALITY AND PROPRIETARY RIGHTS**

### **16.1.      CONFIDENTIAL INFORMATION.**

16.1.1. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement. All Deliverables will be deemed to be Motorola's Confidential Information. During the term of this Agreement and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not copy, reproduce, reverse engineer, decompile, or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.

16.1.2. Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this agreement; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure; or (v) is independently developed by Recipient without the use of any of Discloser's Confidential Information or any breach of this Agreement.

16.1.3. Customer shall not be obligated to maintain as confidential, Confidential Information to the extent that it is a "public record" as that term is defined in the Maine Freedom of Access Act (1 M.R.S. §§ 400, *et seq.*) or that disclosure is ordered by a court of competent jurisdiction. In the event that Customer determines that any Confidential Information is a "public record" that is subject to disclosure, Customer shall notify Motorola of its intent to disclose such Confidential Information and provide Motorola with ten (10) business days to seek a protective order from the York County Superior Court, Maine.

16.1.4. All Confidential Information remains the property of the Discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of Discloser's written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

16.2. PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS. Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

16.3 VOLUNTARY DISCLOSURE. Except as required to fulfill its obligations under this Agreement, Motorola will have no obligation to provide Customer with access to its Confidential Information and/or

proprietary information. Under no circumstances will Motorola be required to provide any data related to cost and pricing.

#### 16.4 DATA AND FEEDBACK.

16.4.1 To the extent permitted by law, Customer owns all right, title and interest in System Data created solely by it or its agents (hereafter, "Customer Data"), and grants to Motorola the right to use, host, cache, store, reproduce, copy, modify, combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data.

16.4.2 Motorola owns all right, title and interest in data resulting from System Data that is or has been transformed, altered, processed, aggregated, correlated or operated on (hereafter, "Derivative Data").

16.4.3 Any Feedback given by Customer is and will be entirely voluntary and, even if designated as confidential, will not create any confidentiality obligation for Motorola. Motorola will be free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola's receipt of the Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvements made to Motorola products or services conceived of or made by Motorola that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements to the Motorola product or service will vest solely in Motorola.

### Section 17 GENERAL

17.1. BONDS. Motorola shall provide payment and performance bonds for 100% of the value of this Agreement as required by Title 14, Section 871 of the Maine Revised Statutes.

17.2. ASSIGNABILITY AND SUBCONTRACTING. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.3. WAIVER. Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

17.4. SEVERABILITY. If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

17.5. INDEPENDENT CONTRACTORS. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

17.6. HEADINGS AND SECTION REFERENCES. The section headings in this Agreement are inserted

only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

17.7. NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

17.8. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

17.9 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

17.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

17.11. ADMINISTRATOR LEVEL ACCOUNT ACCESS. If applicable to the type of System purchased by Customer, Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant access to the Administrative User Credentials to those personnel with the training and experience to correctly use them. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola System support personnel. Customer understands that changes made as the Administrative User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made using the Administrative User Credentials may impact Motorola's ability to perform Services or other obligations under the Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Customer and Customer will pay Motorola on a time and materials basis for resolving the issue.

17.12. INSURANCE. Customer shall maintain its customary property and casualty insurance for the project site(s). Motorola shall maintain insurance of the types and in such amounts to reasonably protect Motorola from risks associated with Motorola's performance of its obligations under this Agreement. Motorola shall maintain the following coverages:

- Commercial General Liability - \$1,000,000 per occurrence/\$2,000,000 general aggregate
- Motor Vehicle Liability – as required by law
- Workers' Compensation – as required by law

Motorola shall also be solely responsible for insuring its personal property at the project site(s). Upon request, Motorola shall provide Customer with satisfactory proof of the insurance required herein.

17.13. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 (Motorola Software); Section 3.6 (Non-Motorola Software); if any payment obligations exist, Sections 6.2 and 6.3 (Contract Price and Invoicing and Payment); Subsection 10.8 (Disclaimer of Implied Warranties); Section 12 (Disputes); Section 15 (Limitation of Liability); and Section 16 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 17.

17.14. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

The Parties hereby enter into this Agreement as of the Effective Date.

**Motorola Solutions, Inc.**

**Customer**

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

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

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

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit A**  
**MOTOROLA SOFTWARE LICENSE AGREEMENT**

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and The Town of Durham, NH ("Licensee").

For good and valuable consideration, the parties agree as follows:

**Section 1        DEFINITIONS**

1.1        "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2        "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3        "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4        "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5        "Primary Agreement" means the agreement to which this exhibit is attached.

1.6        "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7        "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

**Section 2        SCOPE**

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the proprietary software and affiliated documentation.

**Section 3        GRANT OF LICENSE**

3.1.        Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2.        If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and



conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

3.3 TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

#### **Section 4      LIMITATIONS ON USE**

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

## **Section 5 OWNERSHIP AND TITLE**

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

## **Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY**

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from System Acceptance or Beneficial Use, whichever occurs first (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

## **Section 7 TRANSFERS**

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation;

*provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

## **Section 8            TERM AND TERMINATION**

8.1            Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2            Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3            Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

## **Section 9            Commercial Computer Software**

9.1            *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2            If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

## **Section 10            CONFIDENTIALITY**

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

## **Section 11            LIMITATION OF LIABILITY**

The Limitation of Liability provision is described in the Primary Agreement.

## **Section 12      NOTICES**

Notices are described in the Primary Agreement.

## **Section 13      GENERAL**

13.1.      **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2.      **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3 **FUTURE REGULATORY REQUIREMENTS.** The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

13.4.      **ASSIGNMENTS AND SUBCONTRACTING.** Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.5.      **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.6.      **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.7.      **SURVIVAL.** Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.8.      **ORDER OF PRECEDENCE.** In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.9.      **SECURITY.** Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

## Exhibit B

### PAYMENT

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

#### System Purchase (excluding Subscribers, if applicable)

1. 10% of the Contract Price due upon Contract Design Review;
2. 40% of the Contract Price due upon shipment of equipment from Staging;
3. 40% of the Contract Price due upon installation of equipment; and
4. 10% of the Contract Price due upon Final Acceptance.

If Subscribers are purchased, 100% of the Subscriber Contract Price will be invoiced upon shipment (as shipped).

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

#### For Lifecycle Support Plan and Subscription Based Services:

Motorola will invoice Customer annually in advance of each year of the plan.

The chart below outlines the hourly labor rates for Motorola System Integration resources to be used. The staffing requirements shall be multiplied by the appropriate rate per resource in the table below. The hourly labor rates are fully burdened. The hourly rates per resource type and level are listed in Table 1.

Levels	Resource Types			
	Project Management	System Engineering	System Technologist	Project Administration
4	\$ 290.00	\$ 300.00	\$ 280.00	\$ 200.00
3	\$ 240.00	\$ 250.00	\$ 240.00	\$ 180.00
2	\$ 220.00	\$ 220.00	\$ 220.00	\$ 170.00
1	\$ 190.00	\$ 210.00	\$ 210.00	\$ 160.00

Table 1 - Hourly Rates

These rates apply to ordinary days and times (Monday to Friday during the hours 8am to 5pm). Additional surcharges may apply to work done outside these timeframes. The minimum charge for any resource will be 4 hours. Travel expenses are not included in these rates and may be charged separately. The qualifications of each type and level of resource are defined in the tables found at <https://www.motorolasolutions.com/content/dam/msi/secure/services/labor-rates-exhibit-160408.pdf>. All Motorola System Integration personnel assigned to this project will be classified according to these levels. Project Administrative roles are varied and their specific duties and qualifications will be determined by the complexity and requirements of each project.

**EXHIBIT D**

**System Acceptance Certificate**

**Customer Name:** \_\_\_\_\_

**Project Name:** \_\_\_\_\_

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and Customer acknowledge that:

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.
2. The System is accepted.

**Motorola Solutions, Inc.**

**Customer**

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

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

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

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**FINAL PROJECT ACCEPTANCE:**

Motorola has provided and Customer has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance. Motorola certifies that (i) it has paid all subcontractors, suppliers, materialmen, and laborers for all work related to the project to date; (ii) upon receipt of final payment (\$113,050.00), final payments will be made within seven (7) days to all laborers and subcontractors hired by Motorola and all suppliers or materialmen from which it has acquired materials incorporated into the project; and (iii) that none of such laborers, subcontractors, suppliers, or materialmen or other claimants has any claim, demand, or lien against the project or the real property(ies) on which the project is situated. Motorola agrees to indemnify and hold harmless Customer for all costs and expenses, including attorneys fees, incurred as a result of claims that any of the subcontractors, suppliers, or employees have not been paid for such work.

**Motorola Solutions, Inc.**

**Customer**

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

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

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

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## MAINTENANCE, SUPPORT AND LIFECYCLE MANAGEMENT ADDENDUM

This Addendum to the Communications System and Services Agreement or other previously executed Agreement currently in force, as applicable ("Primary Agreement") provides additional or different terms and conditions to govern the sale of Maintenance, Support and Lifecycle Management services. The terms in this Addendum are integral to and incorporated into the Primary Agreement signed by the Parties.

### 1. DEFINITIONS

All capitalized terms not otherwise defined herein shall have the same meaning as defined in the Primary Agreement.

"MUA" means Microwave Upgrade Agreement (MUA). "NUA" means Network Upgrade Agreement (NUA).

"SUA" or "SUA II" means Motorola's Software Upgrade Agreement program for Motorola's P25 radio system.

### 2. SCOPE

Motorola will provide Maintenance and Support Services and/or Lifecycle Management as further described in the applicable Statement of Work, or attachment to Motorola's proposal for additional services.

### 3. TERMS AND CONDITIONS

The terms of the Primary Agreement combined with the terms of this Addendum will govern the products and services offered pursuant to this Addendum. To the extent there is a conflict between the terms and conditions of the Primary Agreement and the terms and conditions of this Addendum, this Addendum takes precedence.

#### 3.1 MAINTENANCE AND SUPPORT SERVICES

3.1.1 PURCHASE ORDER ACCEPTANCE. Purchase orders for additional, continued, or expanded maintenance and software support, during the Warranty Period or after the Warranty Period, become binding only when accepted in writing by Motorola.

3.1.2 START DATE. The "Start Date" for Maintenance and Support Services will be indicated in the proposal or a cover page entitled "Service Agreement".

3.1.3 AUTO RENEWAL. Unless the cover page or SOW specifically states a termination date or one Party notifies the other in writing of its intention to discontinue the Services, this Agreement will renew for an additional one (1) year term on every anniversary of the Start Date. At the anniversary date, Motorola may adjust the price of the Services to reflect the renewal rate.

3.1.4 TERMINATION. Written notice of intent to terminate must be provided thirty (30) days or more prior to the anniversary date. If Motorola provides Services after the termination or expiration of this Addendum, the terms and conditions in effect at the time of termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

3.1.5 EQUIPMENT DEFINITION. For maintenance and support services, Equipment will be defined to mean the hardware specified in the applicable SOW or attachments to the maintenance and support proposal.

3.1.6 ADDITIONAL HARDWARE. If Customer purchases additional hardware from Motorola that becomes part of the System, the additional hardware may be added to this Addendum and will be billed at

the applicable rates after the warranty period for that additional equipment expires. Such hardware will be included in the definition of Equipment.

3.1.7 MAINTENANCE. Equipment will be maintained at levels set forth in the manufacturer's product manuals and routine procedures that are prescribed by Motorola will be followed. Motorola parts or parts of equal quality will be used for Equipment maintenance.

3.1.8 EQUIPMENT CONDITION. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Addendum. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay maintenance and support fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically maintained for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to maintain that Equipment.

3.1.9 EQUIPMENT FAILURE. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Addendum and applicable SOW.

3.1.10 INTRINSICALLY SAFE. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

3.1.11 EXCLUDED SERVICES.

- a) Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.
- b) Unless specifically included in this Addendum, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

3.1.12 TIME AND PLACE. Service will be provided at the location specified in this Addendum and/or the SOW. When Motorola performs maintenance, support, or installation at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Addendum or applicable SOW, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Addendum or applicable SOW, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

3.1.13 CUSTOMER CONTACT. Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.



### 3.2 **LIFECYCLE MANAGEMENT SERVICES**

3.2.1 The Software License Agreement included as Exhibit A to the Primary Agreement applies to any Motorola Software provided as part of the Lifecycle Management transactions.

3.2.2 The term of this Addendum is [REDACTED] years, commencing on [REDACTED], 201[REDACTED]. The Lifecycle Management Price for the [REDACTED] years of services is \$ [REDACTED], excluding applicable sales or use taxes but including discounts as more fully set forth in the pricing pages. Because the Lifecycle Management is a subscription service as more fully described in the applicable Lifecycle Management Statement of Work, payment from Customer is due in advance and will not be in accordance with any Payment Milestone Schedule.

3.2.3 The System upgrade will be scheduled during the subscription period and will be performed when Motorola's system upgrade operation resources are available. Because there might be a significant time frame between when this Addendum is executed and when a System upgrade transaction is performed, Motorola may substitute any of the promised Equipment or Software so long as the substitute is equivalent or superior to the initially promised Equipment or Software.

3.2.4 Acceptance of a Lifecycle Management transaction occurs when the Equipment (if any) and Software are delivered and the Lifecycle Management services are fully performed; there is no Acceptance Testing with a Lifecycle Management transaction.

3.2.5 The Warranty Period for any Equipment or Motorola Software provided under a Lifecycle Management transaction will commence upon delivery and not on System Acceptance or Beneficial Use, and is for a period of ninety (90) days rather than one (1) year. The ninety (90) day warranty for Lifecycle Management services is set forth in the Lifecycle Management Statement of Work.

3.2.6 In addition to the description of the Lifecycle Management services and exclusions provided in the Lifecycle Management Statement of Work, the following apply:

- a) Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment.
- b) Lifecycle Management services exclude the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.
- c) Unless specifically included in this Addendum or the Lifecycle Management Statement of Work, Lifecycle Management services exclude items that are consumed in the normal operation of the Equipment; accessories; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.
- d) Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available during the performance of the Lifecycle Management services.

3.2.7 The Lifecycle Management annualized price is based on the fulfillment of the two year cycle. If Customer terminates this service during a two year cycle, except for Motorola's default, then Customer will be required to pay for the balance of payments owed for the two year cycle if a major system release has been implemented before the point of termination.

3.2.8 If Customer terminates this service and contractual commitment before the end of the year term, for any reason other than Motorola's default, then the Customer will pay to Motorola a termination fee equal to the discount applied to the last three years of service payments related to the [REDACTED] year commitment.

#### **4. PAYMENT**

4.2 Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and the Customer must pay each invoice in U.S. dollars within thirty (30) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

4.3 INFLATION ADJUSTMENT. For multi-year agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

5. **ENTIRE AGREEMENT.** This Addendum, any related attachments, and the Primary Agreement, constitutes the entire agreement of the Parties regarding the subject matter of this Addendum and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Addendum may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Addendum, even if a representative of each Party signs that document.

END



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Chief Craig Sanford

Kennebunkport Police Department

Kennebunkport, ME

Chief Sanford,

Envision Analysts is a privately owned company that was established in 2000 for the purposes of public safety systems integration, auditing, project planning and management. We have been engaged by the town of Kennebunkport for the purposes of an independent overview of the proposals for communications products by Motorola and Two way communications, we will act as a 3rd party reviewer of these proposals. Our review will identify concerns or deficiencies and offer recommendations for resolution.

Motorola's proposed solution includes a VHF digital and analog Simulcast system for police and fire communications. This proposal includes the installation of replacement consoles and dispatch equipment in the police dispatch area and an additional new console at the fire department. It also provides for new transmitters to be placed at tower sites supporting the new simulcast solution.

Two way communications' proposal involves all of the environmental systems to run, house and facilitate a robust and stable simulcast solution. Two way also is proposing additional sites for expanded or improved radio coverages requiring equipment tower construction and radio installation services.

Motorola will subcontract Two way communications for most of its system installation. Two way Communications will use their own staff, as well as independent contractors to facilitate actual construction, excavation and completion of tower work. This is to house the equipment necessary to facilitate a simulcast solution. Oversight from the town's perspective on this project is critical to ensure timing and costs do not exceed expectations as the project moves forward. Motorola is to supply a project manager for the Motorola proposed solution, Two way Communications needs to supply a project manager and the town of Kennebunkport must assign a project manager point of contact for the term of this contract. It is very important that these project managers work together to meet or exceed the terms of the proposed solution and it's planned milestones, change orders and payment schedule.

The evaluation by Envision Analysts looked at the needs of Kennebunkport and the potential effectiveness a new two channel simulcast communication system could provide. These needs included coverage to support interoperability with Public Works, neighboring communities and other identified stakeholders. To accomplish this we requested a coverage study from Motorola solutions which was completed. The study results verified that the proposed solution would accomplish the needs.

The first part of the Motorola proposal is mostly legal verbiage containing portions that the town took exception to. This section was changed by Motorola and should again be reviewed by Kennebunkport legal counsel.

Next in the proposal is a description of the systems and services to be provided by the Motorola solution. Section one of the system description outlines the conventional simulcast basic configuration architecture design detailing frequencies to be used, locations of equipment, types of equipment and their descriptions. The description includes the design drawing necessary to complete the conventional analog digital simulcast system. The last page of that section is the project schedule describing the timetable for the project. This schedule will need to be adjusted.

Section 3 is the Scope of Agreement and Term. In this particular section 3.1 the town should be concerned with how the two contractors interact and responsibilities relate to each of the distinct contracts and obligations.

Section 4 is a description of Services. Section 4.7 the town needs to review carefully, ensuring the requirements and expectations of Kennebunkport can be met.

Section 5 is the performance schedule which should be agreed upon and closely monitored by all parties project managers.

Section 6 describes the pricing and payment schedule which has been modified to conform with requests made by the town.

Section 7 is the Site and Site Conditions which is primarily the responsibility of the town and as such should be closely reviewed to ensure obligations can be met.

Section 8 outlines training for the system to be provided by Motorola for the new systems. This training should be scheduled close to the time of implementation or cutover to ensure staff retention of the material learned and to avoid additional expenses due to reschedule or retraining needs.

Section 9 describes System Acceptance process and requirements. We believe that missing from this section is the process or procedural timing to account for issues discovered during system acceptance testing. The section refers to timelines for start and completion of testing and its correlation to acceptance but issues and their fix actions are not addressed. This gap should be filled prior to contract agreement. Regarding "Beneficial Use" we would caution that this be evaluated along with the planned implementation schedule or Scope of Work to ensure the timing does not force a need for "Beneficial Use" and the complications it can bring.

Additionally, we believe the town should consider the use of an independent auditor for review of the system to ensure functional and operational requirements are being met.

Section 10 is the Representations and Warranties section. Our concern for this section is the timing of the warranties related to the timing of system delivery and acceptance. The town should be wary to ensure the warranties are not completed prematurely due to the project schedule.

Section 11 through 17 are primarily related to legal verbiage to be reviewed by the town and its legal counsel.

Exhibit A is Motorola's standard software license agreement.

Exhibit B is the Payment Schedule and labor rates for additional charges if they are needed.

Exhibit D is the System Acceptance Certificate.

After careful review of the proposals presented by Motorola Solutions and Two Way Communications that the town of Kennebunkport should proceed with this project. Taking note of the concerns and suggestions outlined in the above summary. Should there be need for clarification or further review of the notes as provided we are available to do so.

Signed:

Date: 1/7/2022

Peter A. DeNutte

Envision Analysts, Partner

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# AGENDA ITEM DIVIDER

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## TOWN OF KENNEBUNKPORT, MAINE

– INCORPORATED 1653 –

### Short-Term Rental Enforcement Memo

To: Laurie Smith, Town Manager  
 From: Eli Rubin, Community Planner  
 Date: 1/20/2022  
 CC: Werner Gilliam, April Fortier

The steps of enforcement for all violations including illegal operation, trash, noise, parking, occupancy, or other non-compliance shall occur as follows:

1. Complaints will be recorded on Host Compliance from phone hotline, website form, and PD.
  - a. Each complaint will be reviewed by code enforcement.
2. Code enforcement shall first seek to obtain voluntary compliance
3. At the discretion of Code Enforcement and unless good cause is shown that would prevent future violations:
  - a. Issue First NOV: Certified mail alerting owner that continued noncompliance can result in the following:
    - i. Revocation of license
    - ii. Denial of license in future years
    - iii. Statutorily defined fines of \$100-\$5000 dollars to be recovered in Maine District or Superior Court.
4. At the discretion of Code Enforcement and unless good cause is shown that would prevent future violations:
  - a. Issue Second NOV: Certified mail alerting the owner that if the stated issue is not remedied immediately their license and infraction history will be brought to the next Selectboard meeting for enforcement action which may include
    - i. Revocation of license
    - ii. Denial of license in future years
    - iii. Statutorily defined fines of \$100-\$5000 dollars to be recovered in Maine District or Superior Court.



## TOWN OF KENNEBUNKPORT, MAINE

—INCORPORATED 1653—

### **Short-Term Rental Update**

To: Laurie Smith, Town Manager  
From: Eli Rubin, Community Planner  
Date: 1/20/2022  
CC: Werner Gilliam, April Fortier

#### **As of January 20th**

- 410 applications have been submitted
- 391 applications have been approved
- \$160K generated in registration fees
- 355 unique license holders
- 8 applicants obtained 3 licenses each
- 20 applicants obtained 2 licenses each
- 159 units (40%) managed by property managers or someone other than the owner
- 106 licenses (27%) granted to town residents
- Approx. 28 unregistered STR currently advertised

#### **Late Registration Proposal**

- Whereas this is the first year of the STR ordinance and the COVID-19 pandemic continues to present added difficulty to normal life, staff is recommending the Selectboard authorize a limited late registration period until February 28<sup>th</sup>.
- Applicants will still have to meet the same eligibility criteria including 14 days of rental history prior to December 31<sup>st</sup>.
- Late registrations would be double the normal fee, as per standard penalty for late permitting, and will give property owners a final opportunity to come into compliance before enforcement actions commence in March.
- Staff will notify residents through newspapers, the local real estate and property management community, the town website, and direct mailings to current unregistered operators.



# TOWN OF KENNEBUNKPORT, MAINE

– INCORPORATED 1653 –

## **Public Reminders**

- License certificates are emailed upon application approval. If you have not received an email with your license certificate yet, please check your spam or junk folder. License certificates can be resent upon request by calling or emailing the Code and Planning office.
- There are no defined eligibility requirements yet for renting in 2023 and beyond. People who purchase homes or wish to begin renting short-term in the future will have the opportunity to apply for a permit each October for the subsequent year. However, potential future caps may limit the total number of permits issued in a given year.
- Properties purchased in 2022 will only be allowed to rent short-term if the prior owner had obtained a permit. This includes Goose Rocks Beach.
- Code enforcement will contact property owners and property managers to schedule rental unit inspections. The ordinance requires inspections every 5 years, therefore not every unit will be inspected every year.

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# AGENDA ITEM DIVIDER

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**INTEROFFICE MEMORANDUM**

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**TO:** LAURIE SMITH, TOWN MANAGER AND BOARD OF SELECTMAN  
**FROM:** JAMIE MITCHELL, TOWN CLERK  
**SUBJECT:** GOOSE ROCKS BEACH PARKING STICKER/PERMIT REGULATIONS  
**DATE:** JANUARY 24, 2022

This memo is being submitted to identify current inefficiencies and challenges with the current Goose Rocks Beach Parking Permit process and to begin discussions on how to better administer said process in a fair and equitable manner to residents and guests of Kennebunkport.

**AUTHORITY:** Town of Kennebunkport Ordinances Part I, Chapter 24, Article II (12)(3) Beach permit parking. The regulations shall specify a system of parking stickers, parking meters, and/or a suitable system of technology. (Also See Ch. 315, Goose Rocks Beach Parking *Rules and Regulations.*)

**INTENT & PURPOSE:** Parking in the Goose Rocks Beach area is regulated during the summer season through a parking sticker program because the demand for parking far exceeds the limited number of on-street parking spaces available (173).

**SNAPSHOT OF IN-HOUSE SUMMER, 2021:**

# of stickers sold at counter: **3284**, approx. 3058 were \$5.00 taxpayer stickers

Revenue: \$ 57,655.00 (for town hall stickers only – total GRB sticker revenue is \$219,000)

Staff time: About **5 hours** per day is spent in one clerk's time processing beach stickers. \$128 in the lowest paid clerk day pay to make \$100 in sticker revenue.

**Challenges/Inefficiencies:**

- Approx. 30% of the real estate in Kennebunkport is owned by a Trust or LLC. The current regulations require that in cases where a Trust or LLC owns the property then they must show additional evidence of connection to said entity (e.g., must show Trust document which lists person as Trustee or Member of LLC). This then requires people to obtain a copy of the Trust, and staff to identify legal relationship. Staff must then understand the document and identify the parties. Not available to beneficiaries or relative of Trustee or Members). They must then connect the

entitled party under the Trust to the party listed on the registration. The same process applies for vehicles registered in names of businesses – must prove ownership of business.

- Several Trustees and GRB property owners are getting 6 or more stickers per Trustee, per season at \$5.00 each (based on cars registered in their names). This may enable one property/residence to be issued 5-10 (or more) stickers.
- Children of property owners over the age of 18 are not permitted to get a permit unless proof that they also reside in town. Likewise, Transfer of beach sticker (such as from parents who no longer drive or wish for children to enjoy their privilege are unable to do so).
- Multiple complaints that owners of Goose Rocks Beach residences have several cars per household (especially those owned by a Trust) and that they park outside of their driveway 24-7 to take up spaces and/or leave room for their guests to park in their driveways without the need for a parking permit.

**GOAL:** To improve efficiencies of process, free up staff time, less burden on citizens and fair and equitable process for residents of Kennebunkport that live outside of Goose Rocks Beach area, while still maintaining order per parking limitations.

**RECOMMENDED ACTION:**

1. Limit number of stickers per property and streamline required information:
  - (a) Limit of four (4) per tax property in Kennebunkport. Staff will manage the process to Chaser Tickets for tracking. Not tied to registration or required to be affixed to specific vehicle but must be placed in plain view for PD (Options: affix to vehicle or on dashboard). Not subject to vehicle registration.
  - (b) One per registered vehicle if **non-property owner** (this would enable people who rent in town and pay excise tax to the Town).
  - (c) No change to non-resident process.

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# AGENDA ITEM DIVIDER

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**INTEROFFICE MEMORANDUM**

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**TO:** LAURIE SMITH AND BOARD OF SELECTMAN

**FROM:** JAMIE L. MITCHELL, TOWN CLERK

**SUBJECT:** 2022 SHELLFISH LICENSE ALLOCATIONS

**DATE:** 01.24.2022

The Town's Shellfish Warden, Everett Leach, is recommending the following license allocations for the 2022 Shellfish season. Please note increase is due to the sustainability of the resources available.

***Residential: 80 total***  
***Non-Residential: 13 total***  
***Commercial: 2 total***  
***Shellfish Warden: 1 total***  
***Daily: None***

TYPE OF LICENSE	AMOUNT TO SELL FOR SEASON	COST PER LICENSE	CHANGE FROM LAST YEAR
COMMERCIAL (RESIDENT ONLY)	2	\$125.00	NO CHANGE
RECREATIONAL – SENIOR (65+) RESIDENT	25	NO CHARGE	NO CHANGE
RECREATIONAL – RESIDENT	55	\$15.00	INCREASE 5 LIC.
NON-RESIDENT	10	\$30.00	INCREASE 5
NON-RESIDENT SENIOR (65+)	3	NO CHARGE	NO CHARGE
WARDEN RECREATIONAL LICENSE	1	NO CHARGE	NO CHANGE

The Shellfish Warden also recommends the following regulations (no change from last year):

- The flats will only be opened from April 15 through October 15
- Digging will only be allowed on Friday, Saturday and Sunday
- Recreational diggers may only take 1 peck per week
- Commercial diggers may only take 2 pecks per day