

NAME	ATTEND
Denise Munger, Chair	
Eric Boucher, Vice-Chair	
Kim Graffam	
Michael Thompson	
Jonathan Duke, Town Manager	
Rockport AV Staff	
General Public	



March 11, 2024 – 6:00 p.m.

Library

- PUBLIC MEETING -

Rockport Select Board

Monday, March 11, 2024

Rockport Room at the Library - 6:00 p.m.

https://www.youtube.com/playlist?list=PLa_oEsFzrKUFgM4vZzz44nixjDrNeKkp

AGENDA

I. Call Meeting to Order

II. Town Manager's Report/Update

III. Public Input on Non-Agenda Items

IV. Amendments to the Agenda

V. Consent Agenda

- a. Select Board Resignation – James Annis
- b. Approve Meeting Minute(s):
 - February 12, 2024

VI. Action Items

- a. Act on Committee Application
 - Aaron Englander – Pathways Committee Alternate
- b. Act on Order for Town Clerk to Develop Articles for Annual Town Meeting Warrant
- c. Act on Harbor Rules and Regulations Policy
- d. Act on Memorandum of Understanding with Leshner Family Foundation Concerning RES Park Development
- e. Set Date for Select Board Vacancy Nomination Paper Availability
- f. Approve Purchase and Sale Agreement for Robinson Drive Access
- g. Approve Special Town Meeting Warrant – Monday, March 25, 2024

VII. Discussion Items

- a. FY 25 Budget Overview
- b. WRRF Task Force Final Report
- c. Five-Town CSD School Budget

VIII. Select Board Liaison Reports

IX. Adjourn

Future Meetings, Office Closures, Etc.

Budget Schedule - Thursday, March 14, 2024, Tuesday, March 19, 2024, Monday, March 25, 2024, Tuesday, March 26, 2024, Monday, April 1, 2024

Monday, April 8, 2024 – Select Board Meeting

Monday, April 15, 2024 – Town Offices closed for Patriot's Day

Monday, May 13, 2024- Select Board Meeting

Monday, May 27, 2024 – Town Offices closed for Memorial Day

Tuesday, May 28, 2024 – Public Hearing on articles

Tuesday, June 11, 2024 – Election Day

Wednesday, June 12, 2024 – Select Board Organizational Meeting

Monday, June 24, 2024 – Select Board Meeting

Consent Agenda

- a. Select Board Resignation – James Annis
- b. Approve Meeting Minute(s):
 - February 12, 2024, Meeting Minutes

Suggested Motion:

I move the Board Approve the Consent Agenda as presented (or amended)

NAME	MOTION	SECOND	ABSTAIN	YES	NO	Time
Denise Munger, Chair						
Eric Boucher, Vice-Chair						
Kim Graffam						
Michael Thompson						

March 7, 2024

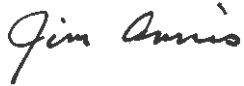
Dear Select Board Members,

It has been a long and difficult decision, and I understand that my term does not expire till June 2025, but unfortunately, I feel that it is time for me to step down.

Please accept this letter as my resignation as Select Board Member for the Town of Rockport, effective immediately.

Thank you for your understanding.

Jim Annis

A handwritten signature in black ink that reads "Jim Annis". The signature is written in a cursive style with a large, prominent initial "J".

Cc: Jonathan Duke

Minutes

NAME	ATTEND
Denise Munger, Chair	✓
Eric Boucher, Vice-Chair	✓
Jim Annis	✓
Kim Graffam	✓
Michael Thompson	✓
Jonathan Duke, Town Manager	✓
Rockport AV Staff	✓
General Public	✓



February 12, 2024 – 6:00 p.m.

Library

Consent Agenda

- a. Approve Meeting Minute(s):
 - January 8, 2024, Meeting Minutes
- b. Committee Resignation(s):
 - Marsha Steinglass – Comprehensive Plan Committee
 - Craig Wilson – Recreation Committee

Suggested Motion:

I move the Board Approve the Consent Agenda as presented (or amended)

NAME	MOTION	SECOND	ABSTAIN	YES	NO	Time
Denise Munger, Chair						
Eric Boucher, Vice-Chair		✓				
Jim Annis						
Kim Graffam						
Michael Thompson	✓					

Action Item

- a. Act on the Farmstead Special Amusement Application

Suggested Motion:

I move the Board approve the Farmstead Special Amusement Application as presented. (Or amended).

NAME	MOTION	SECOND	ABSTAIN	YES	NO	Time
Denise Munger, Chair						
Eric Boucher, Vice-Chair						
Jim Annis		✓				
Kim Graffam	✓					
Michael Thompson						

Additional Comments:

Action Item

- b. Act on Committee Application
 - Russell Fitzpatrick – Recreation Committee

Manager's Comments: Action item

Russell Fitzpatrick has submitted an application for the Recreation Committee, unfortunately he will NOT be able to attend the meeting. Due to Craig Wilsons resignation, it leaves a vacancy on the committee. Russell will be finishing the remainder of Craig's term.

Suggested Motion:

I move the Board approve Russell Fitzpatrick application for the Recreation Committee with a term ending in June 2026.

NAME	MOTION	SECOND	ABSTAIN	YES	NO	Time
Denise Munger, Chair						
Eric Boucher, Vice-Chair		✓				
Jim Annis						
Kim Graffam	✓					
Michael Thompson						

Additional Comments:

Action Item

c. Act on Economic Development Committee Workplan

Manager's Comments: Action item

The Economic Development Committee has presented their workplan for the coming year for your review and approval.

Suggested Motion:

I move the Board approve the workplan for the Economic Development Committee as presented (or amended).

NAME	MOTION	SECOND	ABSTAIN	YES	NO	Time
Denise Munger, Chair						
Eric Boucher, Vice-Chair	✓					
Jim Annis		✓				
Kim Graffam						
Michael Thompson						

Additional Comments:

Action Item

d. Act Harbor Committee Workplan

Manager’s Comments: Action item

The Harbor Committee has presented their workplan for the coming year for your review and approval.

Suggested Motion:

I move the Board approve the workplan for the Harbor Committee as presented (or amended).

NAME	MOTION	SECOND	ABSTAIN	YES	NO	Time
Denise Munger, Chair						
Eric Boucher, Vice-Chair	✓					
Jim Annis						
Kim Graffam						
Michael Thompson		✓				

Additional Comments:

Action Item

e. Act on Harbor Rules and Regulations Policy

Manager's Comments: Action item

Attached is the Harbor Rules and Regulations Policy for your review and approval. The initial draft has been worked by the Harbor Committee for several months and includes a review of the existing Harbor Rules and Regulations Policy.

In addition, an additional draft has been submitted for the Board's consideration which incorporates the language in the Commercial Use Policy in the next agenda item. There is a great deal of overlap in the needs of each group but the Board's oversight is inclusive of both areas. If that is the view of the Board, then this combined draft may allow for a more seamless operation. However, it is the first of the two versions of the policy which is being presented by the Harbor Committee.

One more item I'd like the Board to at least consider and weigh is the continuation of the winter boat storage on Town property. Boat storage has been a long-standing practice on Town property, but after witnessing a series of storms this fall where flooding impacted the area where boats are stored (some boats with 1-2 feet of water on top of normally dry ground), I have great concern about this practice. What had once been a long line of lobster boats and smaller craft is now filled with boats of some value. Whether it is climate change causing higher tides or a change in the space available, the Board should look closely at whether this practice should continue.

Suggested Motion:

I move the Board approve the Harbor Rules and Regulations Policy as presented. (Or amended)

Harbor committee will review amendments at its next meeting

NAME	MOTION	SECOND	ABSTAIN	YES	NO	Time
Denise Munger, Chair						
Eric Boucher, Vice-Chair						
Jim Annis						
Kim Graffam						
Michael Thompson						

Additional Comments:

Tabled. Harbor committee will review amendments at its next meeting. SB will act on at 3/11 meeting.

Action Item

f. Act on Commercial Use Policy

Manager's Comments: Action item

Attached is the Commercial Use Policy for your review and approval. This policy was generated by the Parks and Beautification Committee last summer stemming from their conversations with the Harbor Committee concerning oversight of Marine Park.

If the Board chooses in the prior agenda item to combine the language of the two into one policy, this item can be tabled indefinitely by the Board.

Suggested Motion:

I move the Board approve the Commercial Use Policy as presented. (Or amended)

Or

I move the Board table the Commercial Use Policy indefinitely.

NAME	MOTION	SECOND	ABSTAIN	YES	NO	Time
Denise Munger, Chair						
Eric Boucher, Vice-Chair						
Jim Annis						
Kim Graffam						
Michael Thompson						

Additional Comments:

Commercial use policy will be incorporated into Harbor committee Rules and Regulations

Action Item

g. Hearing On 150 Park Street

Manager's Comments: Action item

150 Park St, as discussed previously, has a dangerous structure identified on it. The property owner, Elizabeth Hart, has on record started the process by filing for a demolition permit has not finished the application by way of securing a person to demolish the dangerous structure. Elizabeth knows that the person/company doing the demolition has to be either certified to do a demolition in the Shoreland Zone or have our Code Enforcement Officer who is certified to oversee the demolition. Elizabeth declined the latter option and has been attempting to secure a person/company to do the demolition. During this time frame, Elizabeth was not able to secure a company without providing a satisfactory answer as to why.

As a reminder, at the Select Board meeting in January, the Select Board voted to proceed with the demolition process of the dangerous structure located at 150 Park St, which entailed giving notice to all parties vested into the parcel known as 150 Park St of a hearing to decide how best to handle this demolition of the dangerous structure and a timeframe to when this demolition has to occur before the Town demolishes the dangerous structure and files the expenses against the property.

The Board will conduct a hearing on this matter. As the Findings and Order document suggests, this action item will be handled like a public hearing. The Board will hear from those present and offer testimony. A record of evidence will be included in the order and the Board must provide a Finding of Facts which are the list of items the Board cites as facts to support their decision and the reasoning for that decision.

Next, the Board must set a date by which all issues of a health and safety standard, including demolition of the building, are under the control of the owner.

Then, a date must be set by which all rubbish and debris are removed from the property.

Next, the Board must set a day by which the building must be vacated.

Lastly, the Board must set a day by which if the Order is not complied with, then the Town Manager is authorized to do what is necessary in the name of health and safety to remedy the situation, including the demolition of the building.

This decision by the Board can be appealed in Superior Court with 30 days of the Board's decision.

Suggested Motion:

I move the Board approve the Findings and Order as amended.

NAME	MOTION	SECOND	ABSTAIN	YES	NO	Time
Denise Munger, Chair						
Eric Boucher, Vice-Chair		X				
Jim Annis						
Kim Graffam	X					
Michael Thompson						

Additional Comments:

Action Item

h. Act on West Street Farmer's Market at RES Site

Manager's Comments: Action item

Attached is an application for the West Street Farmer's Market for your review and approval.

Sue Hamel, of Dogpatch Farm, is organizing the 2024 Farmers Market to take place at the Rockport Elementary School site for another year. Sue had success last year, and has more vendors interested in signing up for the 2024 season. Sue is looking for approval to operate this farmers market from the Select Board. The Leshner Family Foundation Maine Director, Mary Jane Young, has provided a letter that this farmers market is welcomed and encouraged.

Suggested Motion:

I move the Board approve the West Street Farmer's Market Application at the RES site as presented. (Or amended).

NAME	MOTION	SECOND	ABSTAIN	YES	NO	Time
Denise Munger, Chair						
Eric Boucher, Vice-Chair						
Jim Annis		X				
Kim Graffam	X					
Michael Thompson						

Additional Comments:

Action Item

- i. Act on Construction Approval for Project in Town Right of Way

Manager’s Comments: Action item

The property located at 29 Main St, and owned by Jay and Cathy Bugg, is looking for approval from the Select Board to build a retaining wall in the Town of Rockport’s Right of Way. This project was put on hold due to miscommunication in the office but is now sorted out for the best steps to ensure a successful project if the Select Board agrees. The French drain on the property is of concern and is being discussed currently with MDOT for best method of re-routing to prevent runoff from pouring onto the sidewalk.

If the Select Board agrees to the retaining wall in the Right of Way, a simple condition of approval regarding the French drain rerouting would allow this project to continue. Absent this condition, I cannot recommend the Board approve the project.

Suggested Motion:

I move the Board approve the Project in Town Right of Way with the condition the owners first obtain approval from Maine DOT to move their drainage from the sidewalk surface to the catch basin on Main Street.

NAME	MOTION	SECOND	ABSTAIN	YES	NO	Time
Denise Munger, Chair						
Eric Boucher, Vice-Chair						
Jim Annis						
Kim Graffam	✓					
Michael Thompson		✓				

Additional Comments:

Action Item

j. Act on Land Use Ordinance Amendments

Manager’s Comments: Action item

Included in this packet are seven land use ordinance amendment proposals, all geared at satisfying State Legislation LD2003. This legislation, whether incorporated into our Land Use Ordinance or not, goes into full effect July 1, 2024. The reason we are incorporating this legislation is if we do not, and if a developer or landowner wants to utilize this legislation to create housing by ways of a subdivision or a simple Additional Dwelling Unit placed in the landowners back yard, our existing Land Use Ordinance would not otherwise allow it. This legislation overrules our home rule authority and would thereby go through a lengthy and expensive court proceeding with a result of LD2003 standing and having authority over our local land use ordinance.

The proposed amendments included in this packet, have gone through five Planning Board workshops of which held discussions with local representatives, town legal counsel, developers, and visited local housing developments, which led to the work of placing LD2003 within our Land Use Ordinance, currently being recommended by the Planning Board and for consideration by the Select Board for the June 2024 Ballot.

postponed to March mtg

Suggested Motion:

I move the Board approve the Land Use Ordinance Amendments as presented. (Or amended).

NAME	MOTION	SECOND	ABSTAIN	YES	NO	Time
Denise Munger, Chair						
Eric Boucher, Vice-Chair						
Jim Annis						
Kim Graffam						
Michael Thompson						

Additional Comments:

Action Item

k. EMS Department Creation for FY 25 Budget

Manager's Comments: Action item

The Board talked extensively at a workshop held on Monday the 5th concerning the potential of the Town of Rockport establishing its own EMS service.

Suggested Motion:

I move the Board authorize the Town Manager to include the draft EMS FY 25 department budget into the municipal budget and further endorse the Town Manager and Fire Chief to work with their colleagues in surrounding communities to establish mutual aid response and a method for transitioning into municipally based EMS services in the region currently served by North East Mobile Health Services.

NAME	MOTION	SECOND	ABSTAIN	YES	NO	Time
Denise Munger, Chair						
Eric Boucher, Vice-Chair						
Jim Annis						
Kim Graffam	✓					
Michael Thompson		✓				

Additional Comments:

Action Item

- a. Act on Committee Application(s):
 - Aaron Englander – Pathways Committee

Manager’s Comments: Action item

Unsure if Aaron Englander will be able to attend at this time.

Suggested Motion:

I move the Board approve Pathways Committee application for Aaron Englander as an Alternate with term ending in June 2027.

NAME	MOTION	SECOND	ABSTAIN	YES	NO	Time
Denise Munger, Chair						
Eric Boucher, Vice-Chair						
Kim Graffam						
Michael Thompson						

Additional Comments:

APPLICATION FOR COMMITTEE SERVICE
Town of Rockport • 101 Main Street • Rockport, ME 04856

Name: _____

Home Address: _____ Work Address: _____

Mailing Address (if different): _____

Phone Number: (Home) _____ (Work) _____

E-mail Address: _____

Committee you wish to serve on: _____

Why do you want to serve on this committee?

Do you have any background that would be helpful to this committee?

Land Use philosophy: (if applicable)

APPLICATION FOR COMMITTEE SERVICE – continued

Are there objectives you wish to see accomplished?

Are you interested in serving on other committees?

Interview comments:

Appointment Date: _____

Action Item

- b. Act on Order for Town Clerk to Develop Articles for Annual Town Meeting Warrant

Manager's Comments: Action item

Attached to the packet is a memo I have created that covers the long list of items that potentially could be on the Annual Town Meeting warrant which would be decided at the polls on June 11th. The vote to approve this slate of questions does not indicate your support for these ideas or even guarantee their inclusion but merely provide the Town Clerk the ability to create a draft ballot and warrant. The warrant will be on your April 8th agenda and which time the Board will vote on its recommendations on each article to be decided by the voters.

There is one item that is not included on the list, but added at the end which concerns short term rentals. I have listed this item but I have the expectation from individual Board members that they wish to isolate this issue and address it on its own. Obviously, there is a great deal of concern and attention to the issue of short term rental registrations and/or regulation. Further a great deal of conversations and discussion were generated from the Board's last meeting and it seems more attention is needed to review and possibly amend the current Land Use Ordinance sections concerning certificate of occupancy before that standard could be used to backstop STR registration, was discussed last time.

Suggested Motion:

I move the Board order the Town Clerk to draft appropriate articles for the June 11th Annual Town Meeting warrant as proposed by the Town Manager's memo.

NAME	MOTION	SECOND	ABSTAIN	YES	NO	Time
Denise Munger, Chair						
Eric Boucher, Vice-Chair						
Kim Graffam						
Michael Thompson						

Additional Comments:



Town of Rockport, Maine

Town Manager's Office
Town Office
101 Main Street
Rockport, Maine 04856
Telephone: 207-236-0806 x4
Fax: 207-230-0112

Jonathan Duke, Town Manager
Email: jduke@rockportmaine.gov

**Diane Hamilton, Executive Assistant and
General Assistance Administrator**
Email: dhamilton@rockportmaine.gov

Memo

To: Select Board

From: Jon Duke, Town Manager

Date: March 7, 2024

Re: Warrant Articles for June 2024 Referendum Election

I ask the Board to order the Town Clerk to draft warrant articles for inclusion on the June 2024 Annual Town Meeting referendum election on the following areas of discussion:

- A question considering the Annual Town Budget
- A question to authorize the design and construction of a water resource recovery facility and the expansion of wastewater along Route 90.
- A question to accept roadways names Business Circle, Rolling Meadow West, and Rolling Meadow East, which are a part of the West Rockport Meadows Subdivision.
- A question to accept an amendment to the Land Use Ordinance Zoning Map for parcel located at Map 20 Lot 182 from being partly in zone 903 and 906 to fully be a part of 906.
- A question to accept the Planned Unit Development proposed ordinance and to include it within the Land Use Ordinance and complies with LD2003. (PB recommended 7-0-0)
- A question to accept the Affordable Housing proposed ordinance and to include it within the Land Use Ordinance and complies with LD2003. (PB recommended 7-0-0)
- A question to accept amendments to the Cluster Development section of the Land Use Ordinance and complies with LD2003. (PB recommended 7-0-0)
- A question to accept amendments to the Dimensional Tables A and B of the Land Use Ordinance and complies with LD2003. (PB recommended 7-0-0)
- A question to accept amendments to Chapter 900 of the Land Use Ordinance. (PB recommended 7-0-0)
- A question to accept amendments to section 604, accompanying definition amendments in section 302, and related amendments to section 917 of the Land Use Ordinance. (PB recommended 7-0-0)
- A question to accept amendments to the Accessory Dwelling Unit section 816 of the Land Use Ordinance. (PB recommended 7-0-0)

Lastly, the Board was given a recommendation to consider to consider the creation of a Rental House Unit proposed ordinance at its last meeting. From conversations with members of the Select Board, it appears the Board wishes to address this matter separately and as such I am not including as part of this slate of questions to be drafted. The proposed topic, if the Board chose to include it on their draft warrant for April, it would be as the following.

- A question to accept Rental Housing Unit proposed ordinance and to include it within the Land Use Ordinance. (PB recommended 7-0-0)

Action Item

- c. Act on Harbor Rules and Regulations Policy

Manager's Comments: Action item

The Board discussed the Harbor Rules and Regulations document at its last meeting and suggested some changes which would clarify and prove greater specificity to assist the Harbormaster in managing the facility. The Harbor Committee met to discuss these changes and have returned with a revised document for the Board's approval.

Suggested Motion:

I move the Board approve the Harbor Rules and Regulations Policy as presented. (or amended).

NAME	MOTION	SECOND	ABSTAIN	YES	NO	Time
Denise Munger, Chair						
Eric Boucher, Vice-Chair						
Kim Graffam						
Michael Thompson						

Additional Comments:



Town of Rockport Harbor Rules and Regulations



Rockport, Maine – ~~February 5,~~ March 11,
2024



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INTRODUCTION:

Welcome to Rockport Harbor, a place celebrated by Charles Kuralt as “The most perfect small Harbor in America.”

The Town of Rockport, ~~and~~ the Harbor Committee, [and the Parks and Beautification Committee](#) are committed to protecting our working waterfront, ~~and~~ the [Harbor and Marine Park](#). Our goal is to preserve ~~our~~ rich maritime history while maintaining access to the [Park, the Harbor](#) and the surrounding waters of Penobscot Bay.

This document provides guidelines for using the Harbor and Marine Park, and the town floats. Adherence to these guidelines will help to ensure equitable access. This document supplements the Coastal Waters and Harbor Ordinance and the Harbor Fee Schedule. Both documents are available on the town website.

RECREATIONAL USE OF TOWN FLOATS:

- There is no charge for tie-ups on floats A, B, and C for one hour or less. If additional time on a float is required, permission must be given by the Harbormaster’s Office. Refer to the Harbor Fee Schedule for associated fees.
- Overnight dockage is permitted by reservation with the Harbormaster’s Office. See the Harbor Fee Schedule for applicable fees.
- Vessels on floats A, B, or C may not be left unattended without permission [from the Harbormaster’s Office](#).
- The pump-out station is located on the southern end of the B float. The pump-out station is available between 9:00 AM and 5:00 PM daily. It is self-service and available on a first-come, first-served basis.
- The southern end of the B float shall only be used for touch-and-go loading and unloading or pump-outs.
- While no fee is associated with water use for wash-downs and filling tanks, [users are asked to please](#) be respectful and use only what ~~is you~~ [needed](#).

COMMERCIAL USE OF A, B, C FLOATS:

- [Commercial u](#)Use of floats A, B, or C requires a “Commercial Marine Service Permit” or a “Passenger Vessel Permit,” both of which are issued by the Harbormaster. (For the purpose of this document, “commercial” will be defined as any work performed on or for someone or someone’s vessel for financial gain.)
- Passenger Vessel Permits may be issued for the season or on a one-off basis. To obtain a seasonal permit, the vessel must have the recommendation of the Harbor Committee before the Harbormaster can grant the permit.

DDINGHY TIE-OFFS:

- No re-assignment, leasing, or loaning by the assignee is permitted.
- Each dinghy must have a current municipal sticker displayed to be visible ~~to the Harbormaster~~ from the float.
- DDinghies on the tie-off must be maintained in movable conditions at all times.
- Dinghies are limited to 12' in length.

DINGHY RIVER FLOAT (R) AND TRANSIENT FLOAT (T):

- Mooring assignees may apply for a dinghy tie-off permit for floats R and T between May 1st and May 31st. Starting on June 1st, both mooring and non-mooring assignees may apply for dinghy tie-off permits for floats R and T. Assignments are made on a rolling basis as space allows.
- Each dinghy must have a current municipal sticker displayed to be visible ~~to the Harbormaster~~ from the float.
- Dinghies must be maintained in movable condition at all times.
- Dinghies must be stored with their engines down to prevent damage to neighboring vessels.
- Dinghies are limited to 12' in length.

COMMERCIAL FISHING FLOAT:

- No fishing from the float.
- Maximum one skiff per fisherman.
- Maximum length of skiff is 12.'
- No skiff may be stored on top of the float for more than 24 hours except by permission of the Harbormaster.
- No fishing gear may be stored on town property for more than 24 hours except by permission of the Harbormaster and then only in emergencies such as an impending storm.

E FLOAT:

- The E float is the designated recreational fishing float.
- Fishermen must yield to boat traffic.

- The E float may be used for overflow fisherman traffic (waiting to off-load or temporary tie-off for repair or maintenance).

KAYAK RACK:

TIMING RENTAL PERIOD:

- Kayak rental space will be available between May 1st and November 15th.
- [The](#) Harbormaster is authorized to remove kayaks deemed abandoned or left on the rack after November 15th.
- Abandoned kayaks left in the racks after November 15th will be removed by the Harbormaster and taken to the Public Works facility. [A fee will be charged for removal of kayaks left after November 15th.](#)

PARK RACK LIMITS AND PLACEMENTS:

- Slot allocation will be first-come, first-served, with preference given to Rockport residents.
- It is the renter's responsibility to secure their kayaks. The town is not responsible for stolen kayaks.

WINTER STORAGE:

- Boats may be placed in winter storage no sooner than September 15th and must be removed by June 1st.
- Boat owners are responsible for maintaining and adjusting their jack stands throughout the storage season.
- The town does not provide water or power for storage customers.
- [The storage area must be left as it was found; ~~do not leave~~ winter covers ~~and/or~~ trash must be removed.](#) The storage customer may be charged for clean-up if debris is left behind.

LAUNCH RAMP:

- The launch ramp is for launching and hauling both recreational and commercial vessels.
- The town will install the ramp floats no later than April 15th and will haul them no earlier than December 1st.

- Commercial haulers must have a current “Commercial Hauler” permit from the Harbormaster. Commercial Hauler permits may be issued for the season or on a one-off basis. See the Harbor Fee Schedule for associated fees.
- The launch ramp is available on a first-come, first-served basis.
- Be respectful of those waiting. Do not rig vessels in the launch ramp. Move vessels to a float for rigging or maintenance.

VENDORS:

- Vendors operating in the Harbor and Marine Park shall have a current peddlers permit [with the exception of the following existing uses:-](#)
 - [1 food truck](#)
 - [Art classes](#)
 - [Exercise classes](#)
 - [Kayak and other boat tours](#)
 -
- Any new vendor wishing to operate in the Harbor and Marine Park on a multi-day or seasonal basis [and not listed above](#) must get a recommendation from both the Harbor Committee and the Parks and Beautification Committee, [as appropriate](#), and receive [TownSelect Board](#) approval.

EFFECTIVE DATE:

This policy shall be in force from and after its approval by the Rockport ~~Board of~~ Select Board, and recorded according to law.

ADOPTION AND SIGNATURES:

The Rockport Select Board approved this Harbor Rules and Regulations Policy on [March 11, February 5, 2024](#).

Denise Munger, Chair

Eric Boucher, Vice-Chair

Jim Annis, Member

Kimberlee Graffam, Member

Michael Thompson, Member

Action Item

d. Act on Memorandum of Understanding with Lesher Family Foundation Concerning RES Park Development

Manager's Comments: Action item

The Lesher Family Foundation and Town staff, including the Town Attorney, have been meeting concerning framework of how the Town and LFF will collaborate to get the park constructed and eventually establish a conservancy for the park's oversight. This agreement is merely an MOU for the framework of the process over the next two years, but subsequent agreements will be required as this process evolves.

As I see this document, the MOU provides LFF with the flexibility to manage the community engagement and design process and yet ensure final say resides with the Town, via the Select Board. The Select Board has been content to let the details of the park to be managed through the community engagement process established by LFF, but whereas this space will remain a public space, all of the laws and freedoms governed by those spaces being public remain as they would with any other Town park.

Suggested Motion:

I move the Board approve the Memorandum of Understanding with Lesher Family Foundation Concerning RES Park Development as presented.

NAME	MOTION	SECOND	ABSTAIN	YES	NO	Time
Denise Munger, Chair						
Eric Boucher, Vice-Chair						
Kim Graffam						
Michael Thompson						

Additional Comments:

**MEMORANDUM OF UNDERSTANDING
RES PARK DESIGN AND DEVELOPMENT
BETWEEN
THE LESHER FAMILY FOUNDATION AND THE TOWN OF ROCKPORT**

FINAL Draft February 12, 2024

This Memorandum of Understanding (“MOU”) between the Lesher Family Foundation (“LFF”), a Maine nonprofit corporation, and the Town of Rockport (“Town”), a municipal corporation located in the County of Knox, Maine, is intended to memorialize the parties’ understandings regarding the process to finalize a design plan (“RES Park Master Plan”) to establish a public park and recreation area at the former Rockport Elementary School RES site (“RES Park”), the development of the site pursuant to the final RES Park Master Plan approved by the Town, and to create a partnership between the Town and a proposed new nonprofit park conservancy to assume primary operations and management of the park.

RECITALS

WHEREAS, In March 2023, the Town of Rockport Select Board approved and adopted a Resolution of Support to work with LFF to create a new public park for the Town on the RES site, subject to a successful voter referendum on the project.

WHEREAS, In June 2023, the voters of Rockport, by an 87% majority vote in favor, authorized the Select Board to dedicate the RES site for use as a public park. The warrant authorized Rockport to enter into an agreement with LFF related to the redevelopment of the RES site to design and develop, and to establish an endowment to support the future operation and maintenance costs of, the RES Park.

WHEREAS, The Town will maintain its ownership of the Town-owned land and improvements.

WHEREAS, This MOU describes the first step in a process by which RES Park will be designed and constructed. This MOU is expected to be succeeded by additional agreements between the Parties including, once a park design has been approved, a park construction agreement and an operations and management agreement. See Sect 20.E.

WHEREAS, LFF will provide a maximum of \$3 million for planning, design, and construction of Phase I design and development of RES Park.

WHEREAS, LFF will coordinate with the Town and residents to set up a nonprofit park conservancy, run by a volunteer board drawn from the wider Rockport community. The conservancy will support the Town in a proposed partnership to manage park operations and maintenance and to raise funds for an endowment and to steward that money to ensure funding is available for future generations.

WHEREAS, LFF will assist the conservancy board as it establishes an endowment. LFF commits to support the fundraising efforts for the endowment, which will be driven by the conservancy board. LFF will also contribute to the endowment. LFF does not anticipate a shortfall in an annual maintenance budget as it is committed to working with the Town and community to ensure the park’s sustainability before breaking ground. In the event there is a

budget shortfall, LFF commits to providing up to \$100,000 per year for the first five (5) years of the park's operation beginning with the park's opening, to cover basic park maintenance.

NOW, THEREFORE, in furtherance of the March 29, 2023 Resolution and June 13, 2023 Town Meeting approval, and in order to advance their mutual objectives with respect to the RES site and to begin a collaborative process with each other, the Parties agree as follows,

Section 1. Purpose of MOU. The purpose of this Design and Development MOU is to lay the foundation for a cooperative working relationship between the Parties; to establish the role of each Party in that relationship as the Parties continue to work together to further their common goal of designing, developing and managing the RES site as a public park; and, to lay the foundation for a proposed operations and management agreement that will ultimately be entered into by and between the Town and LFF or the proposed new conservancy to govern the implementation of the RES Park Master Plan.

Section 2. General Agreements: Role of Each Party in Working Relationship. In general, the Parties agree to work together at all times in good faith, meet regularly, and keep each other informed as to activities of the other, and maintain at all times a formal representative who shall serve as a point of contact for communications.

A. Role of LFF

- a. Will provide funding to pay for the cost of design, construction and development of RES Park up to a maximum of \$3 million.
- b. Administer the design process for RES Park that will include community outreach and engagement as well as participation by the Town.
- c. Create a community-based working group – the RES Park Working Group – that will create a park conservancy along with supporting the park's design process. The RES Working Group will be comprised of residents and interested community members from the Town, along with Town representatives.
- d. Develop a plan for communicating the work of the partnership and the outreach, planning and design process for the new park. Communication efforts will include creation of a website detailing the proposed plan designs, use of social media, news and broadcast media, and a schedule of meetings and workshops.
- e. LFF will serve as the lead contact for interested Parties to be involved with RES Park's planning and design through advocacy, volunteering and/or planning/design/development activities.
- f. LFF shall not have obligation to construct the RES park facility until such time as the entire funding necessary for construction of Phase 1 is in place and a suitable maintenance fund has been created.

B. Role of the Town

- a. It is the Town's intent with this MOU to create a short-term public-private partnership that will result in LFF designing and developing the park and supporting the creation of a new park conservancy.
- b. It is intended that the Town will enter into a separate agreement with a new park conservancy to support the Town's operations and management of RES Park. once the park is built. (See Section 20).
- c. The Town shall maintain ownership of all public property it currently owns.
- d. The Town commits to transparency of operations and will work with LFF to keep

- the community apprised of the project's progress.
- e. The Town shall maintain its authority to approve the RES Park Master Plan working cooperatively with LFF.
 - f. The Town shall cooperate with the new park conservancy and LFF in raising any public funding from local, state or federal sources and support LFF's efforts to raise philanthropic funding with its commitment to partnership including by writing letters of support, providing information for grant applications or acting as a grant applicant where appropriate.
 - g. The Town shall participate in the RES Park Working Group developed by LFF, including with engagement and communication with appropriate Town committees as needed.
 - h. The Town shall maintain its full range of existing commitments to the RES Park site, including trash pickup, basic maintenance, utilities, securing, and event oversight.
 - i. The Town shall provide right of entry to LFF to allow community site visits and potential gatherings under this MOU and any other activities reasonably necessary and appropriate in connection with the goals for communicating and sharing ideas for RES Park, including and especially for the design and construction of the park.
 - j. The Town will be transparent in planning and management activities during this design and construction process, keeping LFF, the RES Park Working Group and the new park conservancy apprised of any planning, development or improvement project that may affect the park project.
 - k. The Town shall designate the new RES Park as a Recreation Outdoor space, as defined in the 2023 Land Use Ordinance, Chapter 300 and outlined in section 917 Land Use Table.
 - l. All Town decisions regarding planning and community outreach activities that arise from this MOU shall be made by the Town Manager or designee.

Section 3. Creation of the RES Park Master Plan. LFF agrees to administer a design process including creation of conceptual designs for RES Park, and to manage and lead public outreach efforts to engage community members on park design, programming and management.

- A. Design Process. LFF will administer a design process to produce an RES Park Master Plan for the development of RES Park. The purpose of the process is to develop a first-class design of the highest standards and aesthetics for the Town.
 - a. LFF will cover the costs of the Design Process.
 - b. Phases, each culminating in a milestone submission for review:
 - i. Conceptual RES Park Master Plan: Alternatives for the long-term development of the park, a community-vetted preferred RES Park Master Plan, and a phasing plan.
 - ii. Phase 1 Schematic Design: A design for Phase 1 construction that is within the \$3M budget inclusive of planning phases costs.
 - iii. Phase 1 Design Development: Advanced details, material specifications, and technical coordination.
- B. Community Outreach and Engagement. LFF will develop a public engagement plan, with the support of the Town, to reach community members at each stage of the design

process. Design scenarios will be based on cost, feasibility, environmental conditions, public input and sustainability of operations and management.

- C. Adoption of RES Park Master Plan. LFF will deliver a recommended design based on public input, including from the RES Working Group, to the Town. The Town will review, accept and adopt the RES Park Master Plan for the park.
- D. Term of RES Park Master Plan. The RES Park Master Plan shall serve the Town, LFF and the proposed park conservancy as the conceptual plan and guideline for the development of improvements in the RES Park for a period of time beginning on the effective date hereof, and ending when all elements of the plan have been implemented.
- E. Modifications of the RES Park Master Plan. During the term of the RES Park Master Plan, the original RES Park Master Plan as approved by the Town, may be modified, amended or supplemented by mutual agreement of the Parties.

Section 4. Construction/Development of the RES Park Master Plan. Upon conclusion of the design process the Town Manager, or designee, and LFF will work cooperatively on implementation of the RES Park Master Plan. The Town, in consultation with LFF, will conduct a comprehensive selection process to select a construction firm.

- A. Partnership Structure. The Town Manager, or designee, and LFF will determine the best structure for their partnership during the construction phase. Determination of an optimum partnership structure will take into consideration such issues as hiring guidelines, site maintenance and security, permitting fees, state and local tax exemption opportunities and contracting guidelines.
- B. Construction Drawings. LFF shall pay for all costs of developing construction documents ("CDs") for Phase 1 of park construction.
- C. Review of Drawings. The Town Manager, or designee, shall have the right to review and approve the CDs at the 60% and 85% stages of completion. The Town Manager, or designee, shall have ten (10) days for review and comment on proposed CDs, and if the Town Manager, or designee, fails to respond with any comments for revisions within such 10-day period, the Town Manager shall be deemed to have approved the proposed drawings.
- D. Bid Period
 - a. Bid solicitation. The Town Manager will prepare an RFP advertising the project to bidders, per the Town's Purchasing Policy (see 8.2 Formal Bidding Procedures). During the bid period as questions are received from potential bidders LFF will provide the Town Manager with support in answering questions pertaining to the CDs. Questions regarding Town policy will be answered by the Town Manager, or designee.
 - b. Bid submission. The Town Manager will receive and tabulate all bids per Town policy. Bid tabulations and supplementary information will be shared with LFF and the Working Group for review and comment. The bid period will remain open for 8 weeks following the issuance of the RFP.
 - c. Bid Selection. The Town Manager, in collaboration with LFF and the Working Group, will receive and evaluate the submissions and select a general contractor

for the project. Selections will be made within 3 weeks following the close of the bid period.

- E. Construction Contract and Schedule. The Town Manager, with input from LFF, shall negotiate and execute the construction contract with the chosen construction firm.
- F. Building and Permitting Review and Approval Process.
 - a. The Town Manager, or designee, will obtain any approvals or permits needed.
 - b. LFF will pay any applicable permitting fees associated with the site.
 - c. The Town Manager, or designee, will provide identification and mapped location of easements and other real property interests in connection with the park project.
 - d. The Town Manager, or designee, will obtain, maintain and provide copies of all permits and any bonds and insurance required by this MOU.
- G. Supervision of Construction. LFF, in consultation with the Town Manager, or designee, will supervise and coordinate the construction of the park improvements such that they are constructed, equipped, furnished, and completed with materials in a good and workmanlike manner and in accordance with the Bid Documents, the terms of this MOU, Town Code and applicable laws.
 - a. LFF will coordinate the work as it progresses, cooperate with the Town and any regulatory agencies' and consultants' inspections, review inspection reports, schedule and conduct preconstruction and construction meetings, implement courses of action when requirements of contracts are not being fulfilled, and review and revise estimates of construction costs.
- H. Architectural Inspections: Change Orders.
 - a. The Town Manager, or designee, shall have the right to enter RES Park during construction to conduct progress inspections of the construction to confirm that such construction is progressing in accordance with the RES Park Master Plan.
 - b. LFF shall have the right to make changes to the drawing/design documents, provided that any such changes conform to Town quality standards. The costs of any such changes will be borne by LFF
 - c. Should any change of scope arise, due to unforeseen circumstances, the Town will consult with LFF prior to proceeding.
- I. Progress Reports. LFF will hold regular meetings with all job-site personnel, including contractors, subcontractors and the Town Manager, or designee, as appropriate and necessary, during the construction of the park to review the progress and the completion of the work.
 - a. LFF will keep the community informed of construction progress using its website, social media and site visits as allowable.

Section 5. Creation of a Park Conservancy. LFF is supporting the creation of a nonprofit park conservancy that is intended to partner with the Town to ensure that RES Park will be adequately funded, well-designed, and managed sustainably.

The Town Manager, or designee, will work with LFF and the new conservancy to create a separate operations and management agreement between the new park conservancy and the Town to manage and operate RES Park, and it will recommend to the Select Board a structure

of the potential roles and responsibilities of the Town and the new conservancy including an implementation schedule.

- A. Facilitating the RES Working Group. LFF, in cooperation with the Town, will manage and facilitate the formation and discussions of an RES Park Working Group to develop a governance strategy for the park that includes creation of a park conservancy as a partner for the Town.
 - a. The RES Working Group members will be assembled with volunteers from a range of backgrounds, interests and experiences so as to represent all of Rockport, vetted by LFF, the Town Manager, or designee, and the group's own participants.
 - b. The RES Working Group will be involved in determining operating models and helping to launch the new organization that will serve the Parties and stakeholders in creating trust, clarity and confidence in a new collaboration.
 - c. The RES Working Group's meeting schedule, discussions and decisions will be accessible and transparent to the public with open meetings and summaries of discussions available on the LFF supported park website.
- B. Assess and Determine a Model. The RES Working Group will be facilitated by LFF and act as a sounding board for the Town and LFF, reviewing research findings with the goal of determining an operating model for the proposed conservancy. They will:
 - a. Develop/affirm the goals and guiding principles for developing a new conservancy including drafting mission and vision statements.
 - b. Identify the unique qualities, demographics, and park issues specific to RES Park and the Town of Rockport that will affect the creation of a conservancy.
 - c. Review examples of conservancies from other cities and towns with lessons for Rockport regarding organizational structure and operation.
 - d. Collectively strategize and make recommendations for the right operating model for Rockport, reaffirming goals and clearly defining the areas of emphasis for its development of a business plan for the organization.
 - e. Consider the organization's founding board membership along with any needed board committees to launch the new park.
- C. Implement and Launch. LFF and the RES Working Group will prepare supporting materials in partnership with the Town Manager, or designee, to help launch the new organization, including,
 - a. Creating an implementation task list/timeline
 - b. Transitioning the RES Working Group to support the new entity
 - c. Developing guiding documents including Articles, Bylaws
 - d. Preparing a roles & responsibilities chart
 - e. Developing board and committee development recommendations
- D. Organizational Support. LFF will provide funding for the start-up and launch of the new organization and work to support its first five years with operational revenue. LFF commits to providing up to \$100,000 per year for the first five (5) years of the park's operation, beginning with the park's opening, to cover basic park maintenance if, based on the organization's business plan and budget, there is a shortfall in endowment fundraising.

- E. Transition. The new RES Park conservancy, when launched, will work with LFF, the RES Working Group and the Town Manager to transition into a leadership role for assuming management of RES Park based on a schedule of roles and responsibilities needed.
- a. The Town Manager and Select Board will affirm its partnership with the new park conservancy with a resolution of park partnership.
 - b. The new park conservancy will take the lead in negotiating an operations and management agreement with the Town Manager and Select Board for RES Park.

Section 6. Ownership of Improvements. Ownership of all alterations, additions or capital improvement constructed and paid for by LFF shall vest in the Town upon installation.

Section 7. Operation and Maintenance. As long as the park site is being designed and constructed and until the new park conservancy signs a management agreement with the Town Manager and Select Board, the Town shall operate, maintain, repair, rehabilitate and replace onsite as it currently does to maintain a safe and secure property, including maintaining water and sewer lines and paying for any utility fees. The future management agreement will provide further details on operations and a maintenance plan for both Parties.

Section 8. Hazardous Substances. In the event it is discovered through any investigation for hazardous substances or other means that hazardous substances regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) exist in, on, or under any lands, easements, or rights-of-way to be required for construction, operation, and maintenance of the park, the Town Manager and LFF, will provide notice required by applicable law, shall provide prompt written notice to each other, and the project shall not proceed until the Parties consult with each other and determine a course of action.

Section 9. Insurance. The Town commits to taking responsibility for the park's operation and management during the period that LFF is designing the park. It is intended that once the Town begins park construction this agreement will be followed by construction and operations contracts between the Parties which will delineate specific insurance requirements per the Town's policies and regulations.

Section 10. Indemnity; Limitation of Liability.

Any future construction contract for the RES Park must include an indemnification provision in favor of the Town and in a form acceptable to the Town.

Section 11. Naming Rights. The Town Manager, or designee, and the park conservancy will cooperate to create a policy for naming rights for the park and each of its component parts and present this policy to the Select Board for review and approval.

- A. Revenue. The purpose of any naming rights conferred to the conservancy shall be to generate revenue to enable the conservancy to enhance and maintain RES Park. The conservancy will receive all naming rights related donated funds and provide documentation for establishing an endowment fund for their dedication to enhancement and maintenance of RES park.
- B. Naming Approval. All proposed Naming Rights/Sponsorship Opportunity proposals for the park shall be reviewed by the Town Manager, or designee, prior to agreement by the park conservancy but the new conservancy will not be required to get the Town's approval of any name to be used or the terms of a naming rights license agreement if

the name is consistent with the approved Town RES Park Naming Rights policy and the RES Park Master Plan.

Section 12. LFF and Park Promotion. LFF shall have the right to erect temporary festival-type booths on the property, subject to all applicable local laws, during the design and construction process for events that promote the park and its fundraising and management needs as well as the engagement of the community.

Section 13. Transparent Governance. LFF and the Town agree to perform their partnership responsibilities through transparent meetings and decision making.

Section 14. Regular Meetings and Communications.

- A. The Town Manager or designee and LFF shall meet in person or virtually a minimum of once a month during the Term of this MOU to discuss activities and accomplishments against goals set by the partnership.
- B. As requested, the Town Manager and LFF shall update the Rockport Select Board on its activities and plans.

Section 15. Cooperation and Collaboration. The Town and LFF both recognize that their mutual cooperation and collaboration are essential in all matters related to community outreach and planning for the proposed community park. The Town agrees to inform and include LFF, the RES Working Group and the future park conservancy regarding any planning efforts that might impact RES Park or properties in the vicinity of the park.

Section 16. Term of the MOU. The Term of this MOU starts on the Effective Date and terminates on December 31, 2026, unless extended by both Parties or terminated sooner as permitted in this MOU. If this MOU is terminated by mutual agreement of the Parties, or other event, the Parties upon request shall promptly execute a document confirming the termination of this MOU and such other documents as may be reasonable under the circumstances. Both Parties expect that this MOU will be supplanted by a construction agreement and later, an operations and management agreement, when the park's phase 1 development is complete. In those agreements further details regarding the responsibilities of both parties and termination circumstances will be addressed.

Section 17. Dispute Resolution. If unanticipated issues arise with respect to this proposed MOU or their relationship, the Town and the Foundation agree to promptly in good faith discuss them and seek resolution. This provision is without prejudice to the Parties' rights to seek judicial relief in a court of competent jurisdiction if in the judgment of that Party such action is necessary to avoid irreparable harm or to preserve the status quo.

Section 18. Assignment. The Parties shall not assign (partially or in the entirety) any rights or duties under this MOU without prior written consent of each other Party, and this consent may be withheld in the respective Party's sole and absolute discretion. If an assignment of this MOU is mutually approved by the Parties, the transfer of this MOU or any of the documents referenced in this MOU shall confer all rights and duties with respect to the park's design, development and conservancy creation.

venture, or to constitute either Party as an agent of the other for any purposes other than as set forth in this MOU.

G. Any personnel employed by or volunteering on behalf of LFF shall be deemed "employees" or "volunteers" respectively of LFF and shall not be deemed employees or volunteers of the Town. LFF shall be responsible for the supervision, management and control of such employees and volunteers and any payroll, taxation or other employment obligation incident to their work. Any personnel employed by or volunteering on behalf of the Town shall be deemed "employees" or "volunteers" respectively of the Town.

H. Time is of the essence.

The undersigned Parties agree that the provisions of this MOU memorialize the understanding between the Parties, who agree to work in good faith to execute its provisions. This MOU reflects the Parties' current intentions only, and is non-binding (except for term and governing law). Any future agreements regarding construction and a public/private partnership and/or conservancy shall contain the terms and conditions set forth in this MOU as applicable, together with other normal and customary provisions typically found in agreements which the Town has entered into with respect to other public/private partnerships.

[Signatures below]

Town of Rockport:

By: _____
Name

Title: _____

Date: _____

The Leshar Family Foundation:

By: _____
Name

Title: _____

Date: _____

Action Item

- e. Set Date for Select Board Vacancy Nomination Paper Availability.

Manager's Comments: Action item

With the resignation of Jim Annis from the Select Board, and presuming the Board accepts Jim's letter earlier in this meeting, a vacancy exists on the Board which can only be filled by an election. The Town Charter states the Board must hold this election but given the fact nomination papers just opened for the two Board terms expiring in June, there is sufficient time to include this vacancy on the ballot with those two seats.

Suggested Motion:

I move the Board approve placing the recently vacated Select Board seat on the June Annual Town Meeting warrant and reducing the time nomination papers are available. Nomination papers will be available for the remainder of this term as of March 12th and papers will be due on April 12th.

NAME	MOTION	SECOND	ABSTAIN	YES	NO	Time
Denise Munger, Chair						
Eric Boucher, Vice-Chair						
Kim Graffam						
Michael Thompson						

Additional Comments:

Action Item

- f. Approve Purchase and Sale Agreement for Robinson Drive Access

Manager’s Comments: Action item

The next step in the process of reconstructing the entrance to Robinson Drive requires the Town to purchase property adjacent to the current entrance. The owner of this property agreed when this matter first arose following the October 2021 storm on a price equivalent to the Town’s value for the property, which is \$28,500. FEMA who has finally approved funding the repair at this location will reimburse the Town for the purchase price.

To finalize the purchase the Town must hold a Special Town Meeting to approve of this land purchase. The first step is for the Board to approve the purchase and sale agreement and then subsequently set a date for the special town meeting for the approval of the purchase. Given the construction season and need to finalize this matter quickly, I would urge the Board to set a shorter timetable for the date of the meeting, which by law could be as short as 7 days from Monday’s Select Board meeting.

The Town Attorney drafted the purchase and sale agreement and the owner of the property has already signed the draft agreement.

Suggested Motion:

I move the Board approve Purchase and Sale Agreement for Robinson Drive Access as presented.

NAME	MOTION	SECOND	ABSTAIN	YES	NO	Time
Denise Munger, Chair						
Eric Boucher, Vice-Chair						
Kim Graffam						
Michael Thompson						

Additional Comments:

AGREEMENT OF THE PURCHASE AND SALE OF REAL ESTATE

This Agreement for the Sale of Real Estate (the "Agreement") is made this 27 day of February, 2024 (the "Effective Date") between **TOWN OF ROCKPORT**, a body corporate and politic acting by and through its duly elected municipal officers, with a mailing address is 101 Main Street, Rockport, ME 04856 (the "Purchaser"), and **MARJORIE D. ROBINSON**, with a mailing address of Breakwater Commons #225, 100 Commons Drive, Rockland, ME 04841 (the "Seller") for the sale of property located at 0 Robinson Drive in the Town of Rockport, Knox County, State of Maine, and approximately as depicted on the Town of Rockport Tax Map 16, Lot 65 (the "Premises").

In consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration paid, the receipt and sufficiency of which is hereby acknowledged, Purchaser and Seller agree as follows:

1. **PURCHASE PRICE:** The total Purchase Price for the Premises is Twenty Eight Thousand and Five Hundred Dollars (\$28,500), due at closing. The Purchase Price will be payable in full at Closing (as defined below), subject to any adjustments and prorations hereinafter described, in immediately available funds.

2. **DEED AND CLOSING:** The closing (the "Closing") shall take place at the Rockport Town Office located at 101 Main Street, Rockport, ME 04856 or such other place mutually agreed upon by the parties in writing, within Thirty (30) days following the date Purchaser receives approval for the purchase pursuant to Section 7 hereof by appropriate municipal process (the "Closing Date") unless another date is mutually agreed upon by both parties in writing. In return for payment in full of the Purchase Price, Seller shall convey the Premises at the Closing to Purchaser by Warranty Deed as provided in the Short Forms Deed Act, 33 M.R.S. § 761 et seq. The parties agree to execute and deliver on the Closing Date such other documents, affidavits, and certificates as are customary and/or reasonably necessary to complete the conveyance. Purchaser shall be liable for the cost of all title and other due diligence, inspections, and investigations, including costs and premiums associated with Purchaser's title insurance. It is a condition to Purchaser's obligations hereunder that title to the Premises shall be free and clear of all liens and encumbrances except for the following matters and otherwise in compliance with the requirements of this Agreement: (i) zoning restrictions and land use laws and regulations and permits and approvals issued pursuant thereto; (ii) current taxes and assessments attributable to periods from and after the Closing, which Purchaser shall be liable to pay; and (iii) any Permitted Encumbrance (as defined below). Seller shall not further encumber the Premises prior to Closing.

3. **ADJUSTMENTS, PRORATIONS, AND CLOSING COSTS:**
 - (a) The real estate taxes for the Premises will be prorated as of the Closing Date based on the Town of Rockport's tax year. Seller is responsible for any unpaid taxes for prior years.

 - (b) The Maine real estate transfer tax shall be paid by Purchaser and Seller in accordance with 36 M.R.S. § 4641-A.

 - (c) The recording fee for the deed of conveyance will be paid by Purchaser.

 - (d) Each party shall pay any costs and expenses incurred by such party in connection with the transactions contemplated by this Agreement not adjusted as set forth in this Section or not otherwise provided for in this Agreement.

 - (e) A portion of the purchase price shall be withheld by Purchaser at closing if required by 36 M.R.S.A. § 5250-A.

4. **TITLE:** Seller shall convey the Premises to Purchaser at the Closing in fee simple with good and marketable title. Within thirty (30) days of the Effective Date (the "Title Review Period"), Purchaser shall notify Seller in writing (the "Title Objection Notice") of any matters affecting title to the Premises that are objectionable to Purchaser in Purchaser's sole discretion ("Title Defects"). Purchaser shall be deemed to have waived the right to object to any matter affecting title as of the end of the Title Review Period, except for any mortgage, tax lien, mechanics' lien, judgment lien, or other liens encumbering the Premises (for which no objection is required), if Purchaser fails to specifically identify such matters in a Title Objection Notice.

Within seven (7) days of Seller's receipt of the Title Objection Notice, Seller shall notify Purchaser in writing whether Seller elects to cure any of the matters identified in the Title Objection Notice. If Seller elects to cure certain Title Defects, Seller shall use good faith efforts to cure such Title Defects and shall have a period of not more than thirty (30) days after notice of Seller's election within which to cure any such Title Defects (the "Title Cure Period"), and the Closing Date shall be extended until five (5) days after the expiration of the Title Cure Period. Seller agrees that, after the Effective Date, it shall not permit or suffer encumbrance of the Premises with any liens, easements, leases, or other encumbrances without Purchaser's prior written consent. On or before the Closing Date, Seller shall remove at its sole cost any such matters affecting the title to the Premises suffered or created by or consented to by Seller after the Effective Date that are not approved in writing by Purchaser. If Seller elects not to cure any Title Defects or if Title Defects which Seller elects to cure are not cured within the Title Cure Period, then Purchaser shall elect, by written notice to Seller on or before the Closing Date, as the same may be extended, either (i) to accept title to the Premises subject to such uncured Title Defects without reduction of the purchase price and without any liability on the part of Seller therefor, in which case such Title Defects shall be deemed "Permitted Encumbrances," or (ii) to terminate this Agreement, whereupon neither party shall have any further obligations under this Agreement.

5. **POSSESSION/OCCUPANCY.** Possession and occupancy of the Premises shall be given to Purchaser free and clear of all leases, tenancies, and occupancies immediately at Closing unless otherwise agreed by the parties in writing.
6. **RISK OF LOSS:** Until transfer of title, the risk of loss or damage to the Premises by any casualty is assumed by Seller unless otherwise agreed in writing. The Premises shall at Closing be in substantially the same condition as of the Effective Date. If the Premises is materially damaged prior to Closing, Purchaser may either terminate this Agreement or close this transaction and accept the Premises in its as-is condition.
7. **REPRESENTATIONS.** Seller represents and warrants to Purchaser that as of the date hereof there are no boundary disputes or other encroachments, nor any pending or unasserted claims affecting the Premises. Seller further represents and warrants to Purchaser that Seller has the authority to enter into this Agreement and that upon execution by Seller it shall be the binding commitment of the Estate of David M. Spencer.
8. **MUNICIPAL APPROVAL OF PURCHASE:** Purchaser's obligations to close pursuant to the terms of this Agreement are subject to approval for the purchase of the Premises through appropriate municipal process (the "Approval"). In the event Approval is not granted within thirty (30) days following execution of this Agreement, Purchaser may terminate this Agreement, whereupon neither party shall have any further obligations under this Agreement.
9. **DEFAULT AND REMEDIES:** In the event that Seller fails to close hereunder for a reason other than material default of Purchaser, the Purchaser may, at its option, terminate this Agreement or shall retain all available legal or equitable remedies, including specific performance. In the event that Purchaser materially defaults in the performance of its obligations hereunder, Seller may, at its option, terminate this Agreement or shall retain all available legal or equitable remedies, including specific performance. Notwithstanding the foregoing or anything to the contrary contained in this Agreement, nothing herein shall constitute a

waiver by Purchaser of any of the provisions, protections, defenses or limitations under the Maine Tort Claims Act, 14 M.R.S. §8101 et seq., nor any principle of sovereign immunity.

10. **MEDIATION**: Any dispute or claim arising out of or relating to this Agreement, or the Premises addressed in this Agreement, shall be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Rules of the American Arbitration Association. This clause shall survive the closing of this transaction.
11. **ENTIRE AGREEMENT**: This Agreement sets forth the entire agreement between the parties, and there are no other representations, agreements, or understandings with respect to the subject matter of this Agreement. This Agreement shall be construed according to the laws of the State of Maine. This Agreement may be signed on any number of identical counterparts, including telefax copies and electronically transmitted copies with the same binding effect as if all of the signatures were on one instrument.
12. **HEIRS/ASSIGNS**: This Agreement shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of Seller and assigns of Purchaser.
13. **EFFECTIVE DATE**: This Agreement is a binding Agreement when signed by both Seller and Purchaser. Time is of the essence of this Agreement. Except as expressly set forth to the contrary in this Agreement, the use of the term “days” in this Agreement, including all addenda made a part hereof, shall mean calendar days. Deadlines in this Agreement shall be counted from the Effective Date, unless another starting date is expressly set forth, beginning with the first day after the Effective Date, or such other established starting date, and ending at 5:00 pm, Eastern Time, on the last day counted.
14. **OFFER AND ACCEPTANCE**: This Agreement executed by Purchaser as of the Effective Date is an offer which may be accepted by Seller by: (a) Seller’s signature on this Agreement; and (b) notice to Purchaser of Seller’s acceptance within three (3) days of the date submitted to Seller by Purchaser or this offer will expire by its terms, time being of the essence.
15. **NOTICES**: All notices required or permitted to be given hereunder shall be in writing and delivered in hand or mailed postage prepaid, by United States mail, addressed to Seller and Purchaser at their respective addresses shown in the first paragraph of this Agreement.
16. **NO BROKER**: Purchaser and Seller represent to the other that it has not utilized the services of a real estate broker with respect to this transaction

[Remainder of Page Intentionally Left Blank; Signatures Follow]

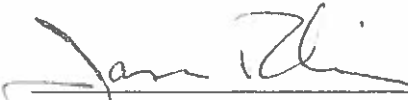
PURCHASER

TOWN OF ROCKPORT

By: _____
Denise Munger, Chair, Rockport Select Board

Date: _____

SELLER

 P.O.A.
MARJORIE D. ROBINSON, an individual, by Jason
C. Robinson under Power of Attorney dated
4/25/2013
Date: 2/27/2024

Action Item

g. Approve Special Town Meeting Warrant – Monday, March 25, 2024

Manager's Comments: Action item

The draft warrant is truly just that, a draft. I'm hopeful the four members of the Board can discuss between now and Monday dates they would like to hold a Special Town Meeting. My initial thought was to hold this very quick meeting prior to a budget meeting. We can amend this language, including time and date, at the meeting on Monday once everyone's schedules, etc. have been considered.

Suggested Motion:

I move the Board approve Special Town Meeting Warrant as amended.

NAME	MOTION	SECOND	ABSTAIN	YES	NO	Time
Denise Munger, Chair						
Eric Boucher, Vice-Chair						
Kim Graffam						
Michael Thompson						

Additional Comments:

TOWN OF ROCKPORT
SPECIAL TOWN MEETING WARRANT
Tuesday, March 25, 2024

To: Randy Gagne, Constable of the Town of Rockport, in the County of Knox, State of Maine

Greetings:

In the name of the State of Maine, you are hereby required to notify and warn the voters of the Town of Rockport in said County, qualified by law to vote in Town affairs, to meet at the Rockport Opera House, of the said Town of Rockport, on Tuesday, the 25th day of March, 2024 at 6:00 o'clock in the forenoon to vote on Articles 1 through 2 at which time the meeting will adjourn.

Article 1. To elect a moderator to preside at said meeting.

Article 2. To see if the Town will vote to authorize the Select Board to purchase a parcel located on Town Tax Map 16 Lot 65 for \$28,500 for the purpose of constructing and repairing the access point to Robinson Drive.

Date: March 11, 2024

Denise Munger, Chair

Eric Boucher, Vice-Chair

Kimberlee Graffam

Michael Thompson

ROCKPORT SELECT BOARD

Attest:

Elizabeth Lowe, Town Clerk

Discussion Item

a. FY 25 Budget Overview

Manager's Comments:

The FY 25 budget books have been shared with members of the Select Board and Budget Committee. Unsurprisingly to all involved, the proposed budget contains a significant increase to taxpayers largely attributable to the creation of a new EMS department in Rockport. The costs have been discussed on several occasions by the Board and the proposed budget reflects the most recent of these budget discussions.

In other areas with noticeable budget impacts, the police, public works, Opera House, and harbor will be areas which spur conversation. In all of these cases, while the significant impact of the EMS service lends one to suggest holding off on issues for another year, the changes in those budgets cannot wait.

The overall draft budget is projected to provide an increase to taxpayers of 11.1%. With the Knox County budget increasing over 16%, we are certainly among times of great budget challenges for the public sector. Costs for goods have somewhat stabilized, but wages and benefits remain a concern as the labor pool remains tight, particularly for skilled labor.

Megan and I will share our PowerPoint with the Board Monday evening to discuss all of the various departments in preparation for the Board's first budget review session on Thursday the 14th.

Additional Comments:

Discussion Item

- b. WRRF Task Force Final Report

Manager's Comments:

Following nearly a full year of work from the WRRF Task Force and two decently attended public meetings, the Task Force will be present at Monday's meeting to discuss their recommendations to the Board.

The Task Force's job was isolated to explore the options around Rockport constructing its own treatment facility. The Task Force largely avoided the Town's dialog with Camden and how that might impact a recommendation to the Board to construct a facility. Given the nature of the conversations between leadership in the towns of Camden and Rockport that conversation is really one for the Select Board to debate and discuss among themselves.

Attached is a letter from the WRRF Task Force detailing their recommendation.

Additional Comments:

Memo

To: Rockport Select Board

From: WRRF Task Force (Bill Bow, Samuel Clark, Bob Kollmar, Doug Cole)

cc: Jon Duke (Rockport Town Manager)

Date: March 11, 2024

Re: Recommendations on WRRF Siting and Technology Selection

On April 10, 2023, the Rockport Select Board created a Water Resource and Recovery Facility (WRRF) Task Force to:

- Establish a common foundation on the history and status of (wastewater treatment plant) discussions/negotiations with Camden,
- Solicit community input on potential alternatives, and
- Discuss and solicit input on siting considerations, risks, and costs. The Task Force shall provide the forum results to Rockport residents, Town Operations, and the Select Board. Further responsibilities of the Group shall be based on the outcome of the initial community engagement forums.

Activities completed by the Task Force included:

- monthly meetings,
- site visits to each of the four proposed locations in Rockport,
- site visits to observe each of the three treatment technologies being considered,
- working with Woodard & Curran to develop a Preliminary Engineering Report (issued January 2024),
- meeting in Augusta with Maine Department of Environmental Protection permitting section personnel,
- meeting with Pen Bay Medical Center leadership,
- meeting with Maine Water, including a facility tour to observe MBR technology,
- working with Megan Brackett to develop financial models, and
- holding Public Meetings on March 6th and 7th to solicit community input.

Output from these activities may be found on the Town website (Projects tab) under “Water Resource Recovery Facility and Route 90 Sewer Expansion.”

Based upon the work conducted, as well as input from Town residents at the Public Meetings, the WRRF Task Force respectfully submits the following recommendations to the Rockport Select Board:

1. Siting the WRRF at Pen Bay Medical Center is our first choice, using submerged attached growth bioreactor (SAGB) as the treatment technology. Cost/risk advantages include using the existing outfall line and potential resilience benefits for hospital operations.
2. Siting the WRRF at Public Works is our second choice, using SAGB as the treatment technology. Advantages include shorter routing for wastewater distribution lines; however, outfall routing is problematic.
3. The Route 90 extension should be completed. It improves the project economics, as well as providing other economic and environmental benefits to Rockport.

Task Force personnel remain available to the Select Board to address any questions that may arise.

Finally, we would like to thank everyone who provided input to our work, including, but not limited to, Rockport residents, Rockport town staff, Pen Bay Medical Center leadership, Woodard & Curran, Maine Water personnel, the towns of Oxford, Bridgton, and Lincolnville for providing access to tour their wastewater facilities, and the Maine Department of Environmental Protection.

Sincerely,

Bill Bow
Samuel Clark
Bob Kollmar
Doug Cole

Discussion Item

c. Five-Town CSD School Budget

Additional Comments:

Adjourn

Suggested Motion:

I move the Board adjourn the meeting.

NAME	MOTION	SECOND	ABSTAIN	YES	NO	Time
Denise Munger, Chair						
Eric Boucher, Vice-Chair						
Kim Graffam						
Michael Thompson						