

**- PUBLIC MEETING -
Rockport Select Board**

Monday, May 14, 2018
7:00 p.m.

Geoffrey C. Parker Community Meeting Room, Rockport Opera House
Streamed at <http://livestream.com/Rockportmaine>

AGENDA

I. Call Meeting to Order

Please either turn off your cell phones and other electronic devices or set them to mute while in this meeting room or the hallways. If you need to take or make a phone call, please step outdoors.

II. Public Hearing

None this meeting

III. Minutes, Meetings and Announcements

- a. Approval of the minutes of previous meetings:
- **Monday, September 25, 2017**, meeting of the Select Board
 - **Tuesday, October 10, 2017**, meeting of the Select Board
 - **Monday, November 13, 2017**, meeting of the Select Board
 - **Monday January 8, 2018**, meeting of the Select Board
 - **Monday January 22, 2018**, meeting of the Select Board
 - **Monday February 12, 2018**, meeting of the Select Board
 - **Monday March 12, 2018**, meeting of the Select Board
 - **Wednesday March 14, 2018**, meeting of the Select Board
 - **Monday March 26, 2018**, meeting of the Select Board
 - **Wednesday April 4, 2018**, meeting of the Select Board
 - **Monday April 9, 2018**, meeting of the Select Board
- b. Announcements of upcoming Select Board meeting(s):
- Regular Select Board meeting on **Tuesday May 29, 2018, 7:00 p.m.**, Geoffrey C. Parker Community Meeting Room, Rockport Opera House, to be streamed at <http://livestream.com/Rockportmaine>

- Select Board organizational meeting on **Wednesday June 13, 2018, immediately following adjournment of Annual Town Meeting**, Rockport Opera House stage.
 - Regular Select Board meeting on **Monday June 25, 2018 at 7:00 p.m.**, Geoffrey C. Parker Community Meeting Room, Rockport Opera House, to be streamed at <http://livestream.com/Rockportmaine>
- c. Announcements of upcoming Select Board workshop(s):
- none scheduled at this time

d. Announcements:

Note: All meetings and workshops of the Select Board and Town Committees can be found on the Town website: www.town.rockport.me.us

A candidate forum for Select Board candidates will be held on Wednesday, May 16th at 6:30 p.m. at the Geoffrey C. Parker Community Meeting Room, Rockport Opera House, to be streamed at <http://livestream.com/Rockportmaine>

The Town Office will be closed on Monday May 28th in observance of Memorial Day.

The Annual Town Meeting will convene on Tuesday June 12, 2018 at 8 a.m. in the Richardson Room of the Town Office when the polls open for town elections and voting by secret ballot on Articles 3 through 10. Polls will close at 8 p.m. and the Town Meeting will adjourn until Wednesday June 13, 2018 at 7 p.m. at which time the Town Meeting will reconvene at the Rockport Opera House, main auditorium, in open session to act on all remaining articles.

e. Committee Openings:

Application for Committee Service can be found at the Town Office and on the Town Website: www.town.rockport.me.us

NOTE: If a committee does not have any vacancies, it may still be possible to apply to join the committee as an alternate member. Alternate members can attend all meetings, participate in discussions, but may only vote in the absence of a regular member. If interested, please check with the town office to see if there are alternate member spots available for the committee of interest.

- Board of Assessment Review – no vacant seats
- Camden-Rockport Pathways Committee – 1 vacant seat
- Capital Improvement Committee – 1 vacant seat
- Conservation Commission – no vacant seats
- Harbor Committee – no vacant seats
- Investment Committee – 1 vacant seat
- Keep Rockport Beautiful -

- Opera House Committee – no vacant seats
 - Ordinance Review Committee – no vacant seats
 - Parks Committee – no vacant seats
 - Planning Board – no vacant seats
 - Recreation Committee – no vacant seats
 - Zoning Board of Appeals – no vacant seats
- f. Agenda Changes
- g. Public Comment – public comment should be directed at issues not under discussion on this evening’s agenda. Comment from the public will be welcome prior to each agenda item. Further comment will be granted only by permission from the Board. All public comment should be brief and to the point.

IV. Town Manager’s Report

V. Unfinished Business

- a. Vote to sign the Budget Validation Referendum - MSAD #28 and Five Town CSD Warrant and Notice of Election for Tuesday, June 12, 2018

VI. New Business

- a. Acknowledgment of Gifts to the Town:
- \$10,479.00 from Maine Media Workshops and College as Payment in Lieu of Taxes
- b. Committee Resignation(s):
- none this meeting
- c. Committee Application(s):
- none this meeting
- d. Committee Presentation(s):
- none this meeting
- e. Consider a temporary renewal of a liquor license for the Goose River Golf Club
- f. Presentation from Superintendent of Schools Maria Libby and School Board Vice Chair Lynda Chilton.
- g. Consider approving the use of reserve funds for tennis court repairs at the Marge Jones Recreation area.
- h. Hear a report on recent computer issues and consider using reserve funds for needed security upgrades.

- i. Consider accepting a proposal to remove the home on town owned property at 647 Rockland St.
- j. Consider the disposition of funds remaining from the 125th anniversary celebration
- k. Consider approving the establishment of a GoFundMe page to support restoration of the Andre statue at Harbor Park
- l. Consider using funds previously encumbered for a new backstop at the RES fields for backstop repairs and field improvements
- m. Update on Comprehensive Plan Review Committee's work
- n. Consider approval of a contract for Emergency Medical Services from Northeast Mobile Health Services.
- o. Vote to accept funds from the Library Endowment in the amount of \$80,000.00 to assist with the design and construction of a new Library.
- p. Consider creating a reserve fund to be used for the design and construction of a new Library.
- q. Vote to authorize the transfer of funds into the Library Design and Construction Reserve
- r. Vote to authorize the expenditure of \$61,110.49 from the reserve for design and engineering services.
- s. Vote to appoint William Najpauer as Assistant Code Enforcement Officer and Assistant Local Plumbing Inspector.
- t. Consideration of sending a letter in support of the Town of Islesboro to the Maine State Commissioner of Transportation regarding recent increases in ferry rates
- u. Sign warrants for the annual town meeting

VII. Wastewater Commissioners

- a. None this meeting

VIII. Liaison Reports

IX. Executive Session

- a. None this meeting

X. Adjournment

**ROCKPORT SELECT BOARD
MEETING MINUTES
MONDAY FEBRUARY 12, 2018
EXECUTIVE SESSION AT 6:30 P.M.
REGULAR MEETING AT 7:00 P.M.
GEOFFREY C. PARKER COMMUNITY MEETING ROOM, ROCKPORT OPERA
HOUSE**

Streamed at <http://livestream.com/Rockportmaine>

Present: Chair, Kenneth McKinley, Vice Chair, Owen Casas, Douglas Cole, Thomas Gray and Mark G. Kelley. Also present: Richard C. Bates, Town Manager; Ben Blackmon, Library Director; Abbie Leonard, Harbormaster; Mike Young, Public Works Director; Terri Smith, Opera House Rental Agent; Kerry Leichtman, Assessor and members of the public

I. CALL MEETING TO ORDER – Kenneth McKinley, Chair called the meeting to order at 6:30 p.m.

II. EXECUTIVE SESSION

- Discussion of a Personnel Matter to 1 M.R.S.A. Section 405(6)(A)

At 6:30 p.m., Owen Casas moved to go into Executive Session pursuant to 1.M.R.S.A. Section 405(6) (A) to discuss a Personnel Matter. Doug Cole seconded the motion.

VOTE: 5 FOR - 0 OPPOSED

At 7:01 p.m. Owen Casas moved to exit the Executive Session. Tom Gray seconded the motion. VOTE: 5 FOR - 0 OPPOSED

III. PUBLIC HEARING

- a. None this meeting

IV. MINUTES, MEETINGS and ANNOUNCEMENTS

- Approval of the minutes of previous meetings:
 - Monday, September 25, 2017, meeting of the Select Board
 - Tuesday, October 10, 2017, meeting of the Select Board
 - Monday, November 13, 2017, meeting of the Select Board
 - Monday, January 8, 2018, meeting of the Select Board
 - Monday, January 22, 2018, meeting of the Select Board

None available this meeting.

- b. Announcements of upcoming Select Board meeting(s):

MINUTES ROCKPORT SELECT BOARD
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- Regular Select Board Meeting on Monday, March 12 2018 at 7:00 p.m., Report Geoffrey C. Parker Community Meeting Room, Rockport Opera House

- c. Announcements of Upcoming Select Board Workshops – See agenda
- d. Announcements:
- e. Committee Openings: - See agenda
- f. Agenda Changes –

Owen – one change to the agenda is to move item h under New Business to before d and after c.

The Board agreed to this change.

- g. Public Comment – None this meeting

V. TOWN MANAGER’S REPORT – see attached

Discussed about the progress on the proposed new library. We will need to spend more money up front in order to save money later.

Ken – we are just shifting the amount to sooner rather than later. Reed’s contract request 15%, but Steve’s requires 22%.

Tom – the road work associated with the project is not included in the final number for the library. This means that it will be over the three million that the citizens want to spend.

Owen – the citizens can shoot it down at the vote in June.

Rick – it is built into the budget.

Mark – are we taking care of previous capital improvement items?

Rick – 80% of the road project will be covered by the state, grants and \$40,000 that can be used from the TIF.

Tom – the citizens only want it to cost three million.

Ken – the three million is not including the parking.

Tom – doesn’t want the residents to feel that it is above and beyond what they can afford.

Owen – last time we talked about it, it did include the road work. We can do it as is and not change the intersection.

Tom – I feel that we need the parking and road work done to have the library pass.

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Rick – Jamie has resigned, but will be working on the ORC and Comp Plan through June. I will be advertising for his position soon.

VI. UNFINISHED BUSINESS –

a. None this evening

VII. NEW BUSINESS

a. Acknowledgment of Gifts to the Town: -

- Anonymous donation of \$2,000 for General Assistance
- \$6,000 from the Center for Furniture Craftsmanship as a payment in lieu of taxes

Ken – I would like to acknowledge their generous donation in lieu of taxes. They have been doing this for a while.

Owen Casas moved to accept the generous anonymous donation for \$2,000 for General Assistance and to furthermore send a letter of gratitude. Mark Kelley seconded the motion. VOTE: 5 FOR - 0 OPPOSED

Owen Casas moved to accept the donation of \$6,000 in lieu of taxes received from the Center for Furniture Craftsmanship and to furthermore send a letter of gratitude. Mark Kelley seconded the motion. VOTE: 5 FOR - 0 OPPOSED

Doug Cole moved that the Rockport Select Board direct the Town Manager to write a letter of appreciation to Dorsey Gardner and Ni Rong, thanking them for their work restoring and preserving the historic building located at 162 Russell Avenue in the Village Center. Doug Cole moved that the Rockport Select Board direct the Town Manager to write a letter of appreciation to the Rockville Chapel organization, thanking them for their work in restoring and preserving the historic church located in Rockville. Doug Cole moved that the Rockport Select Board direct the Town Manager to write a letter of appreciation to Linda and Griffin Leshner, thanking them for their work in restoring and preserving the older building at 160 Russell Avenue in the village center and operating the business “Barn Swallow Books” in that building. Mark Kelley seconded the motions. VOTE: 5 FOR – 0 OPPOSED

Doug - these building have been fixed up nicely.

Ken – I went to the Christmas program at the Rockville Chapel and it was packed.

Mark – it was wonderful and is absolutely beautiful.

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The building is available for small events.

Owen – this is a great way to recognize someone for their efforts.

- b. Committee Resignation(s) – None this evening
- c. Committee Application(s):
 - Linda Greenlaw, Opera House Committee

Linda – I served on the 125th Committee celebrating the Opera House and enjoyed working with Terri and the Committee. I was born and brought up in Rockport. I have seen a lot of events held at the Opera House and would love to see it be a vibrant part of the community.

Ken – thank you for being on this committee. Do you really want another commitment? Linda does a lot for the Town.

Owen Casas moved to appoint Linda Greenlaw to the Opera House Committee, effective immediately with an expiration term to be determined. Tom Gray seconded the motion. VOTE: 5 FOR - 0 OPPOSED

- Chris Fasoldt – Opera House Committee

Chris – I used to live in Rockport and I still have a post office box here. I was the architect for the renovation of the Opera House several years ago. We put the skylight in the copula. There is a lot of work that needs to be done on that building.

Owen Casas moved to appoint Chris Fasoldt to the Opera House Committee, effective immediately with an expiration term to be determined. Doug Cole seconded the motion. VOTE: 5 FOR - 0 OPPOSED

- d. Committee Presentations(s):

- Harbor Committee

Sam Temple, Chair of the Harbor Committee gave this presentation. It was accepted by the Board.

- Opera House Committee

Sani Fogel, Chair of the Opera House Committee gave this presentation. It was also accepted by the Board.

- e. Appoint the General Assistance (GA) Administrator

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Doug Cole moved to confirm the appointment of Diane Hamilton, as GA Administrator for the Town of Rockport, effective January 1, 2018. Tom Gray seconded the motion.

A question was asked if Linda needs to be appointed as the deputy.

Linda – no, as I am already confirmed as the Assistant GA Administrator.

Mark – asked about pay, stipend for both Linda and Diane.

Rick – Linda will receive a monthly stipend. Diane will also receive a monthly stipend effective January 1, to when she is certified to March and then it will increase. Between the two of them it will be less than what Stacey was receiving.

VOTE: 5 FOR - 0 OPPOSED

f. Determine schedule of meeting/workshops for library design process

Ken – the workshop will be on the 26th of February at 6:30. We will have a half hour for the public to look at the preliminary public concept plan. There will be time allowed for us to take public comments. This is where we can make changes.

Doug – the next big date will be March 13th, when we will have some hard numbers on the cost of the project.

g. Library fund raising update

Doug, Rick and Ken have been meeting and have come up with a Steering Planning Committee. John Viehman will be leading it for now. We have some good people involved. We will have a core group and then a larger group to assist us. We will need to choose a professional fundraiser.

Doug – the list of people who have agreed to be on the committee are Peter Ralston, Ann Filley, Betsy Saltonstall, Bill Leone, Joan Welsh and maybe Cheryl Liechty.

Ken – this needs to be a private fund raising group outside of the town office. We need to honor donor's confidentiality. We will be meeting Friday to choose a chair.

Owen – we will need a properly accounted for process.

h. Consider purchasing orthogonal imagery for the Assessing Department – moved to after item c.

Rick – the fly over will be this spring. We have two options to pay the \$22,000 for this project. One is to take the funds out of the UFB and the second one is to take it from the overlay account. This expenditure would have no impact on the UFB or the taxpayers.

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Kerry – the State, County and Federal Government contacted him about having the Town of Rockport participate in the orthogonal imagery. This would bring the cost way down from what it would cost us if we did it on our own. We did this five years ago and the information is getting outdated. We bought 6” and I can hardly make out streams or stone walls. If we buy 3” the imagery will be much better. This system will be used by Planning, Public Works, Code Enforcement and the Assessing Department.

Owen – so what we see will look better on Map GEO?

Rick – when he and Mike tried to see a right of way, it was very difficult to make out.

Mark – so the cost is \$22,000. Where is that money sitting now?

Rick – it is in the overlay. We will not have as much money to put in the UFB this year because of the repairs to the Annis Lane Bridge. Last year we had \$130,000 and the previous year \$200,000.

Kerry – I have been told that it is better to overspend a line than to take it out of the UFB. I did build the funds into the overlay account.

Ken – if we don’t do it this year, how will it impact you?

Kerry – it is also not budgeted for in Camden’s budget. If you say no, I can put it in the budget for next year. The last update we had was five years ago. It should be refreshed every three years.

Mark – will we use our information for Camden?

Kerry – no, the tiles of Rockport and Camden are different and they will buy their own information. Bundling the two together would not be a cost savings.

Doug – if we delay the purchase could we use the money for something else?

Rick – no, the money would roll into the UFB if the money in the overlay account is not used.

Doug – this has been an expensive year with the repairs to Mt Pleasant Street and the Annis Lane Bridge.

Ken – I am not comfortable taking the money from the overlay account as that is supposed to be used for any abatements that need to be done during the budget year. I have a problem approving something that is not in the budget.

Mark – I am not comfortable either.

Ken – it is a valuable tool, but we should not take it out of the UFB and the overlay account has a specific function.

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Owen – in talking to Lethea, will the cost be the same next year? Please explain how it will make your job easier.

Kerry – it is insane looking at a deed, it is like solving a puzzle. You can see streams, stone walls and right of ways, but not clearly. I just cross my fingers and hope for the best. The better the equipment, the closer I can get the lines. I don't have the time to go out and look at the property.

Mark – if you don't have the time, I would rather have you back in Rockport fulltime. We presently share you with Camden.

Owen – what is the difference of the 6" and 3"? Does it show better resolutions?

Kerry – it is very difficult to answer.

Ken – you need to make a decision soon?

Kerry – yes, by Thursday or Friday.

Mark Kelly moved to table this item until the March meeting. Doug Cole seconded the motion. VOTE: 5 FOR – 0 OPPOSED

- i. Consider offering the structure(s) on the Town owned property at 647 Rockland Street for sale if said structure(s) are removed from the premises

Mike and Rick are working on this item.

Rick – David Herrick would like to take the building off the property and move it to his property up the street. The Town has no use for the building. One of the abutters wants to purchase a small piece of the land. If this is not considered a sale but disposable of property, the Board can make that decision. It is enough of a grey area according to the attorney.

Ken – we can put an article on the June ballot.

Owen – using this method this one will not cost us anything.

Doug – does it need to go to vote in June?

Ken – we will need to have Rick advertise that the building is being offered for sale and needs to be removed from the property.

Owen – Interstate was there today pumping the septic system.

Doug – asked David if it is worth moving up the road.

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David Herrick – I think so. It all hinges on what you require of me to do. It will cost me to move the building and to renovate it. The stairs are narrow, there is lead paint and there isn't even a tub or a shower.

Probably at some point, we will want to have a discussion on filling in the cellar.

Ken – is the middle of June okay with you?

David – I would prefer it to be sooner, but it will not kill the deal.

Ken – we probably won't receive many proposals when we advertise and say that the building needs to be moved. This could happen by the end of March. We could call a Special Town Meeting.

Mark – how much would it cost to demo? You just demolished an old trailer.

Mike – the trailer cost \$4,600. This one would cost about \$5,000.

Mark – maybe we could find some material to fill the hole.

Ken – we can instruct Rick to explore the possibility.

Owen – you will need to remove the chimney as it is taller than the building.

David – that is not a problem, since I will be using propane.

Ken – we will probably have to have at least \$1.00.

j. Discuss the relationship of non-resident taxpayers to the Town

Ken – Doug wanted me to bring this item to you.

Doug – I have had people approach me on why they have to pay more for a mooring even though they pay real estate taxes. He has taken an informal poll among friends of his. He has two recommendations. One is to have a special two hour meeting this summer to have a dialog with seasonal residents who pay taxes here. The second one is to change the fee structure next year.

Tom – that is a decent point. It would be a greater benefit. Some people have Rockport as their second home and we should be more accommodating to them.

Owen – even though they are not eligible to vote, we should keep all residents informed of money items in the Town.

VII. WASTEWATER COMMISSIONERS

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Tom Gray moved to exit their role as Select Board and enter their role as Wastewater Commissioners. Owen Casas seconded the motion. VOTE: 5 FOR – 0 OPPOSED

- a. Commitment of Sewer User Rates for the 4th quarter of 2017

Doug Cole moved to commit the August, September and October 2017 Wastewater User/Debt Fees totaling \$179,882.78 to the Treasurer for collection. Tom Gray seconded the motion. VOTE: 5 FOR - 0 OPPOSED

- b. Quitclaim Deeds

Kenneth McKinley moved to execute the following quitclaim deeds for the following Rockport property owners: Mary Dennison, Map 27 Lot 147; Patterson Mobile Home Park LLC, Map 01 Lot 30-921; Patterson Mobile Home Park LLC, Map 01 Lot 30-920; Patterson Mobile Home Park LLCC, Map 1 Lot 30-915; Christopher & Sandra Moore, Map 20 Lot 169; Patterson Mobile Home Park LLC, Map 1 Lot 30-915; Patterson Mobile Home Park LLC, Map 1 Lot 30-906; Patterson Mobile; Home Park LLC, Map 1 Lot 30-904-; Patterson Mobile Home Park LLC, Map 1 Lot 30; Patterson Mobile Home Park LLC, Map 1 Lot 30-925; John & Lori Bridges, Map 3 Lot 10; West Street Market, Map 26 Lot 7-1; Estate of James McMahan, Map 20 Lot 31. Owen Casas seconded the motion. VOTE 5 FOR – 0 OPPOSED

Tom Gray moved to exit as Wastewater Commissioners and to go back as Select Board. Owen Casas seconded the motion. VOTE: 5 FOR – 0 OPPOSED

VIII LIAISON REPORTS

Doug – we already heard from the Harbor Committee. The Planning Board didn't have a meeting. I had trouble making the Comprehensive Plan meeting this month.

Owen - MidCoast Solid Waste is reviewing a big redesign and are working with Woodard and Curran.

Tom – we could do a patch as a modest design but it would not necessarily be more savings.

Owen – everyone seems to favor the single source. It will make it easier to recycle and we could offer curbside service. We will probably end up with the single source option. The bottom has fallen out of recycling. We would increase the per bag fee from \$2.00 to \$2.50 each. We haven't increased the fee for five years.

Tom – in fairly short order we will fill up the quarry.

Owen – we will be monitoring it. Pathways, I did not attend the meeting.

Tom – the Opera House has had serious issues to fill the committee. It is nice that they now have enough members. The Library, construction progress is rapid.

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Ken – the ORC is working well and will be winding down soon. The Cemetery Committee met and wants to extend the moratorium. They will be bringing a three year plan for columbariums to you next month. Legacy Rockport is be reinvigorated. They are working on projects (Simonton Corner Hall) that will be valuable to the Town. They have a 501(3) (C) status. ZBA has not met.

Mark – what about the dirt pile at Rockville Cemetery? Could that be used to fill the cellar after the building is moved from 647 Rockland Street? The Ambulance Review progress is ongoing. The managers are discussing a one year contract with an option for another year. The Parks Committee (Sani Fogel & David Jackson) and I are working on getting Andre’s nose fixed. A man in Woolrich will be looking at it. I have given him information on the sculptor.

Owen – the Toboggan Nationals went by unnoticed. Because of my wind resistance we lost to the Camden Select Board by 1/100th second. We will need to take the trophy to them.

IX ADJOURNMENT

Tom Gray moved to adjourn the meeting at 9:42 p.m. Mark Kelley seconded the motion.
VOTE: 5 FOR – 0 OPPOSED

Respectfully submitted,

LINDA M. GREENLAW
TOWN CLERK as RECORDING SECRETARY

**ROCKPORT SELECT BOARD
PUBLIC MEETING MINUTES
WEDNESDAY, APRIL 4, 2018
7:00 P.M.**

**GEOFFREY C. PARKER COMMUNITY MEETING ROOM, ROCKPORT
OPERA HOUSE**

Streamed at <http://livestream.com/Rockportmaine>

Present: Chair, Kenneth McKinley, Vice Chair Owen Casas., Douglas Cole and Mark G. Kelley.
Also present: Richard C. Bates, Town Manager; Diane Hamilton, General Assistance Administrator; Linda M. Greenlaw, Assistant GA Administrator; Megan Brackett, Finance Director and members of the public

I. CALL MEETING TO ORDER – Kenneth McKinley, Chair called the meeting to order at 7:01 P.M.

II. EXECUTIVE SESSION

Executive session to consider a poverty abatement pursuant to 36 M.R.S.A. Section 841 (2) (E)

At 7:03 p.m., Owen Casas moved to enter into Executive Session to consider a poverty abatement pursuant to 36 M.R.S.A. Section 841 (2) (E). Mark Kelley seconded the motion. VOTE: 4 FOR – 0 OPPOSED

At 7:30 p.m., Owen Casas moved to exit the Executive Session. Mark Kelley seconded the motion. VOTE: 4 FOR – 0 OPPOSED

Kenneth McKinley moved to grant a poverty abatement (Map 9 Lot 37) in the amount of \$1,058, as presented this evening. This is for the 2016 (first half payment) tax year. Owen Casas seconded the motion. VOTE: 4 FOR – 0 OPPOSED

The Board took a short break (7:30 – 7:35 p.m.)

III. RECEIVE RECOMMENDATIONS FROM THE BUDGET COMMITTEE

- a. Discuss Recommendations from the Budget Committee for changes to the Select Board Proposed Budget for FYE June 30, 2019

Jan Rosenbaum, Chair of the Budget Committee – I sent a copy of the Budget Committee's summary of proposed changes of the budget by email to the Select Board.

Our recommendations (and votes) were:

1. Administration. Select Board stipends, Line 2105, add \$5,500 (vote 6:1:1)
2. Public Works, Road Construction, Line 7605, add \$20,306 (5:3:0)
3. Parks, Land Improvement, Line 7116, subtract \$2,500

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4. Recreation, (RES) Ball field Backstop, Line 7372, add \$4,000
5. Provider Agencies
 1. Line 3950, Broadreach Family & Community, add \$1,000, (5:3:0)
 2. Line 3955, New Hope for Women, add \$500 (5:3:0)
 3. Line 3956, Penquis C.A.P., add \$1,000, (5:3:0)
 4. Line 3958, Knox County Homeless Coalition, add \$1,000 (5:3:0)

There was some discussion on why the Committee voted 6 for, 1 opposed and 1 abstained. The rationale was that you can reduce a budget line but you cannot increase it.

Item 1

Ken – talked about the stipends and the providers agencies. His thought was that we should put the item on the warrant and let the townspeople decide what to do.

Mark – I am open to the budget changes.

Ken – rather than not go to the Budget Committee again, we should place it on the warrant.

Rick – the budget will have to meet again anyway.

Jan – the Select Board has the last official word.

Doug – I have no problem in making some tweaks to the budget.

Mark – discussed paving versus sidewalk maintenance.

Ken – technically if that is what you are suggesting there is no problem.

Doug – at least it sends a message.

Mark – I am concerned about Stevie's concern on the Town Office sidewalk.

Ken – how does the Board feel about the stipend? I don't want to go through the whole warrant again.

Owen – there are only seven members listed as being present at the meeting, but eight members voted. Someone is missing.

Linda – Peter Johnson.

Owen – okay the stipend is fine, put it in the budget, but we are not deserving of it.

Item 2

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Ken – the Budget Committee wants to increase #7605 to \$285,000? The Select Board agreed to \$264,000.

Owen – do you want to see both go up, roads and sidewalks?

Mark – no. My original intent is to put another \$50,000 in for sidewalk repairs. We would take it from line 7605 and put it into line 7615.

Ken – suggested putting \$40,000 in sidewalks and leaving paving at \$264,000.

Doug – that is too much money in the budget. Line 7605 = \$214,696 and line 7615 to \$70,000.

Megan –that puts you back to \$12,000 over LD1.

The Board had a discussion over roads versus sidewalks and the importance of both.

Doug – the sidewalks are horrible.

Mark – we never spend time and money on sidewalks.

Rick – Rockville, Warrenton, Limerock and Main Street to the bridge need to be done.

Doug – I disagree. We should wait on Limerock Street until we decide what we are going to do there.

Owen – we haven't been able to decide whether to do this or that. I am curious and trying to figure it out what we want to happen. It is the infrastructure of the Town.

Doug – we should call it “The Year of the Sidewalks.”

Mark – once they are done, they will be okay for several years.

Item 3

Ken – you want to reduce 7516 to \$2,500, leave Cramer Park as it is because it is a safety issue. We should delete work at Mary Lea Park.

Rick – we could have some of the work done by volunteers and have some money in the budget for materials.

Doug - Mike agreed that this money could be taken out of the budget and never missed.

The Board discussed putting in some money to help with the erosion issue. They agreed to leave the budget line at \$10,000.

Item 4

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Owen – I would fully support your suggestion, but we don't have a good plan. We have set aside \$3,750 for a backstop and thought that there was a match donation in the works.

Rick – Barrett came up with a plan to have some guys get the field ready as a practice field. Maybe we should just remove the monies from the budget.

Doug – I heard you say that it would not take a lot of work to accomplish and that you would have Public Works do the work in about a day.

The Board discussed the backstop.

Rick – it is more important to put the money in the field according to Barrett. We are looking into hiring a fully funded groundskeeper, etc.

Ken – we could try to get private money donated to pay for it.

The Board talked about encumbrances. We will look at them in the fall.

Megan – the money should be spent during the year approved. The reserves need a plan and a time frame on when to spend the funds.

The Board decided to eliminate this request.

Rick – Mike has responded and said that the sidewalk will cost \$8-\$10,000.

Jan - asked the Town Manager to encourage the donor to donate the funds for the backstop. Rick will make an effort. Rick is worried about the money we already have saved towards the backstop. We need to go after grants with more gusto.

Ken – back to Public Works

Rick – at the Town Office we need a step by the code office and we need a new ramp for voting days.

Ken – does that alter anyone's thinking on paving and sidewalks?

Doug – it does not alter mine.

Mark – agreed.

Rick – another place that needs work on is the sidewalk on West Street from Pascal to the old RES site. He and Mike have discussed this.

Mark – I feel that it would be better to repair the Main Street sidewalk rather than the Pascal Street one as I would think that it is used by more people.

ROCKPORT SELECT BOARD MINUTES
MONDAY, APRIL 4, 2018

Ken – I am worried about the road construction line. Is it enough money? If Mike was here I would ask him.

Doug –what would he say? “I’ll do what I can with whatever you give me.”

Owen – wants to take money from the UFB.

Ken – I don’t want to lose anymore roads. Where are we with monies?

Megan – we are now \$15,000 under LD1.

Item 5

Ken – would you like to go with the Budget Committee’s recommendation?

Owen – I would be fine with the \$3,500 or the \$11,800. We should leave it in and let the community decide what they want to give to the provider agencies.

Doug – I would trade the stipends.

Ken – I would like to have the community decide as both the Budget Committee and the Providers worked hard on this item. “It is the right thing to do.”

Mark – I would go along with Doug. \$250.00 for each member and \$500 to the chair for a total of \$1,500.

The Board discussed this some more.

Ken and Owen want to leave the stipends at \$5,500 and Doug and Mark want it at \$1,500 to \$2,000.

Ken – is the Board willing to take more money from the UFB?

Owen – the Select Board is a very noble job and if you take away the stipend you will just have old retired people on the Board.

More discussion on the money and time that the Board puts into the job.

Owen – I am voting on giving the citizens the options to say what they want the stipends to be.

Owen –in the Public works budget item 2110, I wonder about the difference of the department head’s recommendation versus the manager’s.

Jan – it is not entered by the department head.

ROCKPORT SELECT BOARD MINUTES
MONDAY, APRIL 4, 2018

Ken – I would rather not open up a can of worms. There was a method to pool \$10,000. I don't want to mess with it.

Owen – those are hard decision lines and he talked about a 3% raise.

Doug and Ken are not comfortable monkeying around with it.

Owen – it would free up some money, but we need three members to agree.

More discussion about how much to put into sidewalks and how much money into road construction. Regarding sidewalks, it cost \$3,000 per 100 feet for asphalt. It would be double that for granite and concrete.

Ken – proposed putting \$10,000 in the public works budget making it \$55,000 for sidewalks.

Ken – now to stipends and providers agencies. We should put in in and let it go to town meeting. It is the right thing to do.

Mark – I want to stay with LD1 and don't want to go over just because it is handy.

There was discussion on having the LD1 question before the financial items instead of at the end after they have already been voted on.

The Board agreed 4 to 0 to put forth the \$3,500 for provider agencies. Ken and Doug promised that they would not take their stipend if they are approved by the voters.

Owen – some things are customary and not necessarily about you or me. It is also for others that may run in the future.

Ken – we are not trying to close other people out from running for Select Board.

Jan – made a comment on law. It is customary in politics where they cannot vote to raise their own salary. I wonder if we set it at \$0 are we setting it there forever.

Mark – take out the \$5,000 from sidewalks and put it back into the stipends and let's keep to LD1.

Doug – agreed and said he knows that if Mike needs the funds, he will find it.

The Board agreed to \$5,500 for the stipends and \$50,000 for sidewalks.

- b. Consensus vote on any changes to the Select Board Proposed Budget for FYE June 30, 2019

ROCKPORT SELECT BOARD MINUTES
MONDAY, APRIL 4, 2018

Kenneth McKinley moved that the Select Board propose a budget totaling \$6,009,414 with revenues totaling \$2,072,248 and for a net budget of \$3,937,166. Owen Casas seconded the motion.

Megan – based on the net and not the expenses, LD1 will have to cut more next year.

Owen – I appreciate having the budget below the LD1. We need to build a budget on the needs of the Town.

VOTE: 4 FOR – 0 OPPOSED

IV. ADJOURNMENT

The Board moved and seconded the motion to adjourn the meeting at 9:30 p.m. VOTE: 4 FOR – 0 OPPOSED

Respectfully submitted,

LINDA M. GREENLAW
TOWN CLERK as RECORDING SECRETARY

**ROCKPORT SELECT BOARD
MEETING MINUTES
MONDAY APRIL 9, 2018
7:00 P.M.
ROCKPORT OPERA HOUSE GEOFFREY C. PARKER COMMUNITY
MEETING ROOM
Streamed at <http://livestream.com/Rockportmaine>**

Present: Chair, Kenneth McKinley, Vice Chair, Owen Casas, Douglas Cole and Mark Kelley. Also present: Richard C. Bates, Town Manager; Abbie Leonard, Harbormaster; Megan Brackett, Finance Director; and members of the public

I CALL MEETING TO ORDER – Kenneth McKinley, Chair called the meeting to order at 7:00 P.M.

II. PUBLIC HEARING

Public Hearing on the proposed Warrant Articles Three (3) through Nine (9) of the June 2018 Annual Town Meeting Warrant (Land Use Ordinance Amendments)

Ken opened the public hearing at 7:00 p.m.

Article # 3 – Section 200 Zoning Map. A change to zoning district boundaries approved by the voters at the 2017 Annual Town Meeting requires an update to the Zoning Map. This proposed amendment consists of striking the current 2013 Town of Rockport Zoning Map and replacing it with the new 2018 edition; and includes clarifications of building footprint limitations in the Section 906 and 907 Mixed Business/Residential zoning districts.

At 7:01 p.m. – In Favor – None

In Opposition – None

Neither For nor Against – None

Closed at 7:02 p.m.

Article # 4 – Section 300 Definitions. This proposed amendment to the Town of Rockport Land Use Ordinance (LUO) includes: revised definitions for Industrial, Medical Office, Tradesman’s Shop, and other uses in Section 300 “Definitions.”

At 7:02 p.m. – In Favor – None

In Opposition – None

Neither For nor Against – None

Closed at 7:03 p.m.

Article # 5 – Section 917 Table of Permitted Uses. This proposed amendment to the LUO includes: the deletion of “SE” for Special Exceptions and replacement with “P” for Permitted for several Uses in the various zoning districts, meaning those Uses are now proposed to be permitted without a Special Exception.

At 7:03 p.m. – In Favor – None
In Opposition – None
Neither For nor Against –

Helen Shaw – asked for an example of what changes are being made to the SE for Special Exceptions.

Jamie – explained that the land use table refers to a long running project. Some uses are now permitted with a Special Exception.

Closed at 7:06 p.m.

Article # 6 – Section 918 Congregate Housing. This proposed amendment to the LUO includes: a revised definition of Congregate Housing, in Section 300 “Definitions,” striking the word “elderly,” so that all such housing is treated equally; and a decrease in the minimum lot area required per bedroom, in the Section 918 “Dimensional Tables,” to increase maximum density for such types of housing in various zoning districts.

At 7:07 p.m. – In Favor – None
In Opposition –

Bob Duke – this article has to do with an application before the Planning Board and is being shepherd through by the Planner and the ORC. It is spot zoning for cluster housing. In my opinion it is inappropriate and not normal for the Town of Rockport

Neither For nor Against –

Tia Anderson – I am involved in the process and it is clarifying the ordinance.

Closed at 7:10 p.m.

Article # 7 – Section 918 Multifamily Housing. This proposed amendment to the LUO includes: a reduction of the minimum lot area per dwelling unit, in the Section 918 “Dimensional Tables” for Multifamily uses connected to public sewer, to increase maximum density of such types of housing in various zoning districts.

At 7:10 p.m. – In Favor – None

SELECT BOARD MEETING MINUTES, APRIL 9, 2018

In Opposition – None
Neither For nor Against – None
Closed at 7:11 p.m.

Article # 8 – Section 919 Conditional Uses. This proposed amendment to the LUO includes: the deletion and replacement of Section 703.3 “Special Exceptions,” with a new Section 919 “Conditional Uses;” the removal of jurisdiction from the Zoning Board of Appeals to the Planning Board; simplified criteria for approval; and revising “SE” to read “CU” everywhere it appears on the Section 917 Table of Permitted Uses.

At 7:11 p.m. – In Favor – None
In Opposition – None
Neither For nor Against – None
Closed at 7:12 p.m.

Article # 9 – Land Use Ordinance. This proposed amendment consists of minor “clean up” editing throughout the LUO.

At 7:12 p.m. – In Favor – None
In Opposition – None
Neither For nor Against –

Jamie – explained that this article is just housekeeping from the Town Attorney.

The Public Hearing was closed at 7:15 p.m. by the Chair, Kenneth McKinley

Public Hearing on proposed Warrant Article Ten (10) of the June 2018 Annual Town Meeting Warrant (Harbor Ordinance Amendment)

Kenneth McKinley opened the public hearing at 7:15 p.m.

Article #10 – Harbor Ordinance. This proposed amendment to the Town of Rockport Coastal Waters and Harbor Ordinance includes: a change to allow “Special Exceptions” from certain requirements upon a recommendation from the Harbor Committee and approval by the Select Board; and minor revisions throughout.

At 7:15 p.m. – In Favor – None
In Opposition – None
Neither For nor Against –

SELECT BOARD MEETING MINUTES, APRIL 9, 2018

Sam Temple, Chair of the Harbor Committee gave a brief summary of this article. It is in regard to the mooring section only regarding the process for special exceptions.

Kenny Dodge – the harbor has grown and we have to expand as a result of the expansion.

Jamie – The Town Attorney has reviewed this article and has made some recommendations.

The public hearing was closed at 7:21 p.m. by the Chair, Kenneth McKinley.

III. MINUTES, MEETINGS AND ANNOUNCEMENTS

- a. Approval of the minutes of previous meetings:
- Monday, September 25, 2017, meeting of the Select Board
 - Tuesday, October 10, 2017, meeting of the Select Board
 - Monday, November 13, 2017, meeting of the Select Board
 - Monday, January 8, 2018, meeting of the Select Board
 - Monday, January 22, 2018, meeting of the Select Board
 - Monday, February 12, 2018, meeting of the Select Board
 - Monday, March 12, 2018, meeting of the Select Board
 - Wednesday, March 14, 2018, meeting of the Select Board
 - Monday, March 26, 2018, meeting of the Select Board
 - Tuesday, March 27, 2018, meeting of the Select Board

Owen Casas moved to approve as presented the minutes of the March 27, 2018 meeting of the Select Board. Mark Kelley seconded the motion. VOTE: 4 FOR – 0 OPPOSED

- Wednesday, April 4, 2018, meeting of the Select Board

The rest of the minutes are not ready.

- b. Announcements of upcoming regular Select Board meeting(s) – See Agenda
c. Announcements of upcoming Select Board workshop(s) – See Agenda
d. Announcements: See Agenda
e. Committee Openings – See Agenda
f. Agenda Changes – None this meeting
g. Public Comment –

Helen Shaw – in the past we discussed clearing the title for the Library and adjourning park. Why hasn't it been done?

Rick – since we are moving forward with the new library, I didn't feel that it is priority.

Ken & Owen – both would like to see it done.

SELECT BOARD MEETING MINUTES, APRIL 9, 2018

IV. TOWN MANAGER'S REPORT – See attached

Rick – We will be meeting at 1:00 p.m. on Wednesday with Northeast Ambulance Service. The interlocal agreements have been sent off and I am waiting for her signature (the Town of Camden's Manager).

Doug – Rockland and Camden put a newsletter in the paper. Why don't we do the same?

The Board discussed these items.

Mark – we still do not have a current signed agreement with Camden regarding the Assessing Department and the Police Department.

Doug – so noted!

V. UNFINISHED BUSINESS

- a. None this meeting

V. NEW BUSINESS

- a. Acknowledgment of Gifts to the Town: - None this meeting
- b. Committee Resignation(s): None this meeting
- c. Committee Application(s): None this meeting
- d. Committee presentation(s): - None this evening
- e. Vote to place Land Use Ordinance Articles Three (3) through Ten (10) on the June 2018 Annual Town Meeting Warrant
- f. Recommendation votes by the Select Board on Land Use Ordinance Articles Three (3) through Ten (10) of the June 2018 Annual Town Meeting Warrant

Article 3. Section 200 Zoning Map. A change to zoning district boundaries approved by the voters at the 2017 Annual Town Meeting requires an update to the Zoning Map. This proposed amendment consists of striking the current 2013 Town of Rockport Zoning Map and replacing it with the new 2018 edition; and includes clarifications of building footprint limitations in the Section 906 and 907 Mixed Business/Residential zoning districts.

Kenneth McKinley moved to place Article 3 on the ballot as read. Owen Casas seconded the motion. VOTE: 4 – FOR – 0 OPPOSED

Recommendation: 4 FOR - 0 OPPOSED - 0 ABSTAINED

Article 4. Section 300 Definition. This proposed amendment to the Town of Rockport Land Use Ordinance (LUO) includes: revised definitions for Industrial, Medical Office, Tradesman’s Shop, and other uses in Section 300

Mark Kelley moved to place Article 4 on the ballot as printed. Owen Casas seconded the motion. VOTE: 4 – FOR – 0 OPPOSED

Recommendation: 4 FOR - 0 OPPOSED - 0 ABSTAINED

Article 5. Section 917 Table of Permitted Uses. This proposed amendment to the LUO includes: the deletion of “SE” for Special Exceptions and replacement with “P” for Permitted for several Uses in the various zoning districts, meaning those Uses are now proposed to be Permitted without a Special Exception.

Owen Casas moved to place Article 5 on the ballot as read. Doug Cole seconded the motion. VOTE: 4 – FOR – 0 OPPOSED

Recommendation: 4 FOR - 0 OPPOSED - 0 ABSTAINED

Article 6. Section 918 Congregate Housing. This proposed amendment to the LUO includes: a revised definition of Congregate Housing, in Section 300 “Definitions,” striking the word “elderly,” so that all such housing is treated equally; and a decrease in the minimum lot area required per bedroom, in the Section 918 “Dimensional Tables,” to increase maximum density for such types of housing in various zoning districts.

Mark Kelley moved to place Article 6 on the ballot as printed. Owen Casas seconded the motion. VOTE: 4 – FOR – 0 OPPOSED

Recommendation: 4 FOR - 0 OPPOSED - 0 ABSTAINED

Article 7. Section 918 Multifamily Housing. This proposed amendment to the LUO includes: a reduction of the minimum lot area per dwelling unit, in the Section 918 “Dimensional Tables” for Multifamily uses connected to public sewer, to increase maximum density of such types of housing in various zoning districts.

Mark Kelley moved to place Article 7 on the ballot as printed. Doug Cole seconded the motion. VOTE: 4 – FOR – 0 OPPOSED

Recommendation: 4 FOR - 0 OPPOSED - 0 ABSTAINED

Article 8. Section 919 Conditional Uses. This proposed amendment to the LUO includes: the deletion and replacement of Section 703.3 “Special

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Exceptions,” with a new Section 919 “Conditional Uses;” the removal of jurisdiction from the Zoning Board of Appeals to the Planning Board; simplified criteria for approval; and revising “SE” to read “CU” everywhere it appears on the Section 917 Table of Permitted Uses.

Kenneth McKinley moved to place Article 8 on the ballot as printed. Owen Casas seconded the motion. VOTE: 4 – FOR – 0 OPPOSED

Recommendation: 4 FOR - 0 OPPOSED - 0 ABSTAINED

Article 9. Land Use Ordinance. This proposed amendment consists of minor “clean up” editing throughout the LUO.

Mark Kelley moved to place Article 9 on the ballot as printed. Owen Casas seconded the motion. VOTE: 4 – FOR – 0 OPPOSED

Recommendation: 4 FOR - 0 OPPOSED - 0 ABSTAINED

Article 10. Harbor Ordinance. This proposed amendment to the Town of Rockport Coastal Waters and Harbor Ordinance includes: a change to allow “Special Exceptions” from certain requirements upon a recommendation from the Harbor Committee and approval by the Select Board; and minor revisions throughout.

Kenneth McKinley moved to place Article 10 on the ballot as read. Mark Kelley seconded the motion. VOTE: 4 – FOR – 0 OPPOSED

Recommendation: 4 FOR - 0 OPPOSED - 0 ABSTAINED

g. Final discussions and decisions on Budget Articles Eleven (11) through Twenty-Three (23) and votes by the Select Board to place these Articles on the June 2018 Annual Town Meeting Warrant

h. Recommendation votes by Select Board on Budget Articles Eleven (11) through Twenty-three (23) of the June 2018 Annual Town Meeting Warrant

Article 11. To see if the Town will vote to increase the property tax levy limit of \$ established by State law in the event that the municipal budget approved under the previous warrant articles will result in a tax commitment that is greater than the current property tax levy limit. (By state law, vote on this article must be by written ballot.)

Doug Cole voted not to place Article 11 on the warrant as printed. Mark Kelley seconded the motion. VOTE: 3 FOR – 1 OPPOSED (CASAS)

SELECT BOARD MEETING MINUTES, APRIL 9, 2018

Article 12. To see if the Town will vote to raise and appropriate the following for General Government for the 2018/2019 fiscal year:

A.	Administration	\$35,225
B.	Town Manager	\$321,760
C.	Town Clerk	\$232,980
D.	Planning & Community Development.....	\$213,710
E.	Finance	\$146,096
F.	Assessing.....	\$228,102
G.	Town Office Building	\$159,302
H.	Insurance	\$72,128
	Total	\$1,409,303

Kenneth McKinley moved to place Article 12 on the warrant as read. Owen Casas seconded the motion. VOTE: 3 – FOR – 1 OPPOSED (KELLEY)

Recommendation: 3 FOR – 1 OPPOSED (KELLEY) - 0 ABSTAINED

Article 13. To see if the Town will vote to raise and appropriate the following for Public Assistance for the 2018/2019 fiscal year:

A.	General Assistance.....	\$27,145
	Total	\$27,145

Kenneth McKinley moved to place Article 13 on the warrant as read. Owen Casas seconded the motion. VOTE: 4 – FOR – 0 OPPOSED

Recommendation: 4 FOR - 0 OPPOSED - 0 ABSTAINED

Article 14. To see if the Town will vote to raise and appropriate the following for Public Safety for the 2018/2019 fiscal year:

A.	Police Department.....	\$631,563
B.	Fire Department	\$500,728
C.	West Rockport Fire Station.....	\$5,519
D.	Other Public Safety Services	\$318,567
E.	Animal Control	\$5,349
F.	Harbormaster.....	\$173,760
G.	Public Safety Building	\$34,755
H.	Emergency Management	\$3,060
	Total	\$1,673,301

Doug Cole moved to place Article 14 on the warrant as read. Mark Kelley seconded the motion. VOTE: 4 – FOR – 0 OPPOSED

Recommendation: 4 FOR - 0 OPPOSED - 0 ABSTAINED

SELECT BOARD MEETING MINUTES, APRIL 9, 2018

- Article 15.** To see if the Town will vote to raise and appropriate the following for Public Works for the 2018/2019 fiscal year:
- A. Public Works.....\$1,734,231
 - B. Sanitation\$161,141
 - Total\$1,895,372

Owen Casas moved to place Article 15 on the warrant as read. Kenneth McKinley seconded the motion. VOTE: 4 – FOR – 0 OPPOSED

Recommendation: 3 FOR - 1 OPPOSED (CASAS) - 0 ABSTAINED

- Article 16.** To see if the Town will vote to raise and appropriate the following for Culture and Recreation for the 2018/2019 fiscal year:
- A. Library.....\$436,852
 - B. Conservation Commission\$9,041
 - C. Parks\$58,310
 - D. Opera House.....\$115,325
 - E. Library Building (1 Limerock)\$2,851
 - F. Recreation.....\$54,950
 - Total\$677,329

Mark Kelley moved to place Article 16 on the warrant as read. Owen Casas seconded the motion. VOTE: 4 – FOR – 0 OPPOSED

Recommendation: 4 FOR - 0 OPPOSED - 0 ABSTAINED

- Article 17.** To see if the Town will vote to raise and appropriate the following for Long Term Debt (Debt Payments) for the 2018/2019 fiscal year:
- A. Debt.....\$172,905
 - Total\$172,905

Kenneth McKinley moved to place Article 17 on the warrant as read. Mark Kelley seconded the motion. VOTE: 4 – FOR – 0 OPPOSED

Recommendation: 4 FOR - 0 OPPOSED - 0 ABSTAINED

- Article 18.** To see if the Town will vote to raise and appropriate the following for County Fees for the 2018/2019fiscal year:
- A. County Service E-911\$65,984
 - B. County Service Dispatch.....\$32,512
 - Total\$98,496

Doug Cole moved to place Article 18 on the warrant as written. Mark Kelley seconded the motion. VOTE: 4 – FOR – 0 OPPOSED

Recommendation: 4 FOR - 0 OPPOSED - 0 ABSTAINED

SELECT BOARD MEETING MINUTES, APRIL 9, 2018

Article 19. To see if the Town will vote to raise and appropriate the following for Cemeteries, Provider Agencies, RES East and Special Assessments for the 2018/2019 fiscal year:

A.	Cemeteries.....	\$75,708
B.	Provider Agencies.....	\$0
C.	Special Assessments	\$6,800
	Total	\$82,508

Owen Casas moved to place Article 19 on the warrant as read. Mark Kelley seconded the motion. VOTE: 4 – FOR – 0 OPPOSED

Recommendation: 4 FOR - 0 OPPOSED - 0 ABSTAINED

Article 20. To see if the Town will vote to authorize the transfer of all unexpended balances to fund balance and to authorize the overdrafts that may occur in the Town operations in the 2018/2019 budget to be taken from fund balance?

Mark Kelley moved to place Article 20 on the warrant as written. Owen Casas seconded the motion. VOTE: 4 – FOR – 0 OPPOSED

Recommendation: 4 FOR - 0 OPPOSED - 0 ABSTAINED

Article 21. To see if the Town will vote to authorize the payment of tax abatements and applicable interest from the property tax overlay account?

Kenneth McKinley moved to place Article 21 on the warrant as read. Owen Casas seconded the motion. VOTE: 4 – FOR – 0 OPPOSED

Recommendation: 4 FOR - 0 OPPOSED - 0 ABSTAINED

Article 22. To see if the Town will vote to raise and appropriate the following as Revenue from the following sources to be used in reducing the property tax assessment for the 2018/2019 fiscal year:

A.	General Government.....	\$1,105,191
B.	Public Assistance	\$12,880
C.	Public Safety	\$279,753
D.	Public Works.....	\$81,450
E.	Culture and Recreation	\$114,859
F.	All Other – Cemeteries	\$5,350
G.	Unassigned Fund Balance.....	\$345,765
H.	Special Assessments	\$127,000
	Total	\$2,072,248

Kenneth McKinley moved to place Article 22 on the warrant as printed. Owen Casas seconded the motion. VOTE: 4 – FOR – 0 OPPOSED

Recommendation: 4 FOR – 0 OPPOSED

Article 21. To see if the Town will vote to increase the property tax levy limit of \$established by State law in the event that the municipal budget approved under the previous warrant articles will result in a tax commitment that is greater than the current property tax levy limit. (By State law, the vote on this article must be by written ballot.)

Owen Casas moved to place Article 21 on the warrant as printed. Kenneth McKinley seconded the motion. VOTE: 4 – FOR – 0 OPPOSED

Recommendation: 4 FOR - 0 OPPOSED - 0 ABSTAINED

Article 22. To see if the Town will vote to authorize the transfer of all unexpended balances to fund balance and to authorize the overdrafts that may occur in the Town operations in the 2018/2019budget to be taken from fund balance?

Owen Casas moved to place Article 22 on the warrant as printed. Kenneth McKinley seconded the motion. VOTE: 4 – FOR – 0 OPPOSED

Recommendation: 4 FOR - 0 OPPOSED - 0 ABSTAINED

Article 23. To see if the Town will vote to authorize the payment of tax abatements and applicable interest from the property tax overlay account?

Doug Cole moved to place Article 23 on the warrant as printed. Mark Kelley seconded the motion. VOTE: 4 – FOR – 0 OPPOSED

Recommendation: 4 FOR - 0 OPPOSED - 0 ABSTAINED

i. Vote to place Articles Twenty-Four (24) through Thirty-three (33) on The June 2018 Annual Town Meeting Warrant

j. Recommendation votes by the Select Board on Articles Twenty-Four (24) Through Thirty-three (33) of the June 2018 Annual Town Meeting Warrant

Article 24. To see if the Town will vote to authorize the Select Board, on behalf of the Town to sell and dispose of any real estate acquired by the Town for non-payment of taxes thereon, on such terms as they deem advisable, and to execute quit claim deeds for the property. The sale or disposal shall be made only after consultation with the Planning Board and the Conservation Commission, except for the purpose of clearing title or of reconveyance of real estate to the original owner or in the case of time-share units, reconveyance back to the original owner or the time-share

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estates association of unit owners; property to be disposed of by written policy and on terms the Select Board deem advisable.

Mark Kelley moved to place Article 24 on the warrant as written. Owen Casas seconded the motion. VOTE: 4 – FOR – 0 OPPOSED

Recommendation: 4 FOR - 0 OPPOSED - 0 ABSTAINED

Article 25. To see if the Town will vote to authorize the Select Board, on behalf of the Town to sell and dispose of any real estate acquired by the Town for non-payment of wastewater thereon, on such terms as they deem advisable, and to execute quit claim deeds for the property. The sale or disposal shall be made only after consultation with the Planning Board and the Conservation Commission, except for the purpose of clearing title or of reconveyance of real estate to the original owner. Property to be disposed of by written policy and on terms the Select Board deem advisable.

Kenneth McKinley moved to place Article 25 on the warrant as printed. Mark Kelley seconded the motion. VOTE: 4 – FOR – 0 OPPOSED

Recommendation: 4 FOR - 0 OPPOSED - 0 ABSTAINED

Article 26. To see if the Town will vote to set October 15, 2018 and April 16, 2019 as the tax installment due dates.

Doug Cole moved to place Article 26 on the warrant as read. Owen Casas seconded the motion. VOTE: 4 – FOR – 0 OPPOSED

Recommendation: 4 FOR - 0 OPPOSED - 0 ABSTAINED

Article 27. To see if the Town will vote to set October 16, 2018 and April 17, 2019 as the tax delinquency dates and to fix the rate of interest on delinquent taxes at 7.00% interest per year.

Owen Casas moved to place Article 27 on the warrant as read. Mark Kelley seconded the motion. VOTE: 4 – FOR – 0 OPPOSED

Recommendation: 4 FOR - 0 OPPOSED - 0 ABSTAINED

Article 27 To see if the Town will vote to fix the rate of interest on delinquent wastewater charges at 7.00% interest per year.

Mark Kelley moved to place Article 27 on the warrant as printed. Owen Casas seconded the motion. VOTE: 4 – FOR – 0 OPPOSED

Recommendation: 4 FOR - 0 OPPOSED - 0 ABSTAINED

Article 28. To see if the Town will authorize the Select Board and Treasurer, on behalf of the Town, to accept gifts, real estate, and certain funds, including trust funds, that may be given or left to the Town.

Doug Cole moved to place Article 28 on the warrant as printed. Owen Casas seconded the motion. VOTE: 4 – FOR – 0 OPPOSED

Recommendation: 4 FOR - 0 OPPOSED - 0 ABSTAINED

Article 29. To see if the Town will vote to authorize the Select Board to accept those conservation easements which the Select Board deem appropriate in the name of the Town of Rockport, provided however, said conservation easements are first considered by the Rockport Conservation Commission and Planning Board.

Mark Kelley moved to place Article 29 on the warrant as written. Owen Casas seconded the motion. VOTE: 4 – FOR – 0 OPPOSED

Recommendation: 4 FOR - 0 OPPOSED - 0 ABSTAINED

Article 30. To see if the Town will authorize the Treasurer to waive the foreclosure of tax lien mortgages pursuant to 36 M.R.S.A. sec. 944 upon a finding by the Select Board that ownership of the property subject to the lien would be contrary to the Town's best interest.

Owen Casas moved to place Article 30 on the warrant as written. Mark Kelley seconded the motion. VOTE: 4 – FOR – 0 OPPOSED

Recommendation: 4 FOR - 0 OPPOSED - 0 ABSTAINED

Article 31. To see if the Town will authorize the Select Board to enter into boundary line agreements with abutting property owners to establish the boundary line of any property of the Town, including the boundary lines of the rights-of-way of roads.

Kenneth McKinley moved to place Article 31 on the warrant as read. Mark Kelley seconded the motion. VOTE: 4 – FOR – 0 OPPOSED

Recommendation: 4 FOR - 0 OPPOSED - 0 ABSTAINED

Article 32. To see if the Town will vote to authorize the Tax Collector to enter into a standard agreement with taxpayers establishing a "tax club" payment plan for commercial and/or residential real estate property taxes, whereby:

SELECT BOARD MEETING MINUTES, APRIL 9, 2018

- (1) The taxpayer agrees to pay specified monthly payments to the Town based on his/her estimated and actual tax obligation for current year real estate property taxes;
- (2) The Town agrees not to charge interest on timely payments made pursuant to the tax club agreement;
- (3) The Town authorizes the collector to accept tax club payments for current year taxes which may be due prior to the commitment of those taxes;
- (4) The agreement is automatically terminated if a scheduled payment is late, and the taxpayer then becomes subject to the same due date(s) and interest date(s) and rate as other taxpayers who are not participating in the tax club;
- (5) Only taxpayers who do not have outstanding tax obligations for prior tax years are eligible to participate in the tax club program; and
- (6) Taxpayers wishing to participate in the tax club for a particular property tax year shall enter an agreement with the Town by a publicly-advertised deadline determined by the Tax Collector.

Kenneth McKinley moved to place Article 32 on the warrant as read. Owen Casas seconded the motion. VOTE: 4 – FOR – 0 OPPOSED

Recommendation: 4 FOR - 0 OPPOSED - 0 ABSTAINED

k. Vote to set the Town Meeting as stated in the first paragraph of the June 2018 Annual Town Meeting Warrant

Doug Cole moved to set the Town Meeting dates and times as the Tuesday, June 12, 2018 at 8:00 o'clock a.m. until 8:00 o'clock p.m., during which time the polls will be open to vote on Articles 1 through 10 by ballot. The meeting will adjourn after the polls close. The adjourned meeting will be reopened on Wednesday, June 13, 2018 at 7:00 p.m. at the famed Rockport Opera House, to act on the remaining articles in the warrant in the open Town Meeting format. Owen Casas seconded the motion. VOTE: 4 FOR – 0 OPPOSED

l. Vote to sign the Budget Validation Referendum – MSAD #28 and Five Town CSD Warrant and Notice of Election for Tuesday, June 12, 2018

The Board tabled this item to May when they will also have the MSAD #28 Notice of Election to sign.

m. Consider a proposal for mobile food truck at the harbor

Abbie Leonard (Harbor Master) and Bobby Morgan (owner of Flatbread) –

Bobby – I will be serving pizza, tacos, burritos, etc at the harbor.

SELECT BOARD MEETING MINUTES, APRIL 9, 2018

Owen – what about using the limekilns as your oven?

Bobby – I could cook a lot of pizza in an oven like that.

Abbie – the truck will be parked by the train.

Bobby – I have a wood-fired oven to cook the pizza in the truck (actually an old repurposed school bus).

Ken – has this been reviewed by the fire chief?

Bobby and Abbie – no.

Megan – the liability insurance and workers' compensation will be furnished by the applicant.

Ken – do you have to get a peddlers license? We should look at the Harbor Committee's recommendations on how many trucks to allow at the harbor. We need a policy.

Abbie – the permit fee is \$100.00 a month plus water and power. I have reviewed the plans and look forwarding to working with Bobby.

Doug Cole moved to approve the permit application for Bobby Morgan to operate his food truck for the 2018 season and to get his itinerate peddler's' permit. Owen Casas seconded the motion. VOTE: 4 FOR – 0 OPPOSED

n. Vote to execute two quitclaims deeds

Megan – the sewer issue is from many years ago and the lien was never properly discharged. I will go back to 2007 and see if there are any other liens that have not been discharged. The owners are selling the property and need to have this cleared up.

Owen Casas moved to approve the quitclaim deeds on the property at Map 20 Lot 129 under 2010 liens in Book 4317 pages 185 and 186. Douglas Cole seconded the motion. VOTE: 4 FOR – 0 OPPOSED

o. Set a date for the annual performance review of the Town Manager

Ken – I will be away April 29th to May 7th. I will give you all the forms and the goals that are expected to have been accomplished. I have early May, the 8th, in the late afternoon that I am available.

Owen – we are being asked to rate him on something I know nothing about (regarding employees). We need to put a number on the form?

SELECT BOARD MEETING MINUTES, APRIL 9, 2018

Ken – that is the easiest way to do it. I will compile the information and get a copy of the results back to the Board. Rick will do a self evaluation as well.

p. Appointment of the list of Election Clerks as presented by the Town Clerk

Doug Cole moved to approve the appointment of the election clerks as presented by the Town Clerk. Mark Kelley seconded the motion. VOTE: 4 FOR – 0 OPPOSED

q. Northern Border Grant Resolution

Rick – it is a long shot that we will get the grant.

Owen – it would be awesome if we are approved for this grant. Would this be more of an option with the sewer over fiber optic?

Rick – anything will help. He talked about TIF amendments. We submitted a letter of intent a month and a half ago. They now want the approval of the Board. The total cost is about 4 Million dollars.

Doug – is there a reason to not apply for the grant?

Owen – the cost of a new sewer extension is 4 Million, we will get \$500,00 plus user fees. Is it worth it?

Rick – explained the potential of the grant money. There are lots of moving pieces. We have enough capacity to do this.

Doug – if is it a good idea, why not to do it?

Owen – I am worried about the cost to the taxpayers.

Ken - it will only pertain to sewer users.

Owen Casas moved to authorize the Town Manager to apply for the Northern Border Regional Commission 2018 Economic and Infrastructure Development Investment Grant in the amount of \$500,000 to extend municipal sewer along Route 1 and to sign applicable grant application documents. Doug Cole seconded the motion. VOTE – 4 FOR – 0 OPPOSED

VII. WASTEWATER COMMISSIONERS

a. None this meeting

VIII. LIAISON REPORTS

SELECT BOARD MEETING MINUTES, APRIL 9, 2018

The Board each gave a report on their committees.

IX. EXECUTIVE SESSION

- a. None this month

X. ADJOURNMENT

Owen Casas moved to adjourn the meeting at 9:54 p.m. Doug Cole seconded the motion. VOTE: 4 FOR – 0 OPPOSED

Respectfully submitted,

LINDA M. GREENLAW
TOWN CLERK as RECORDING SECRETARY

Manager's Report – May 14, 2018

Computer Server Issues

As you know we suffered a computer hack on Friday, April 13th that shut us down for nearly a week. Gus Natalie, our IT superhero will be on hand to explain what happened in more detail and also talk about possible solutions so that it does not happen again.

In a nutshell and in non-technology speak, we had two unrelated tech issues that happened at around the same time.

First, we had an issue where we were being blacklisted for sending out spam e-mail. We started noticing that, early in the week, where some e-mail servers were sending back rejected e-mails from the Town. These are e-mails we send and receive all the time.

Gus checked all of our e-mail addresses and could not find any one of our addresses that were guilty of sending out robotic spam that would cause the blacklisting. This lead him to believe that it was someone using our public Wi-Fi. He took corrective action and removed us from blacklists. In some cases, there are algorithms that are used that continue to blacklist us until some conditions are met.

He cleared that up near the end of the day on Friday the 13th and left for the day. As we were closing up and saving our files around 4:30, we started noticing problems on our various servers. Kerry and I were both having problems, as was Diane who noticed files being saved back to the planner's office were being encrypted.

I called Gus immediately. He responded to the Town Office to access the server around 6:30 and needed to get into the rest of the building and start shutting down systems and taking them off the internet. He started that at 7pm when I got back from Rockland. He was here when I came in on Saturday morning, after being here until 4 am.

The ransomware had gotten into our system through e-mail and he was finally able to find the computer it first infected. These people are very clever and will often disguise the e-mail to look like a legitimate e-mail, often from someone in your e-mail contact list. It was not as if someone here was overtly careless in opening an e-mail that caused the problem.

Gus worked all 3 days of the long weekend, bringing in Mike Dean (who was our IT Consultant, and currently works for the county) to help.

Ultimately, they were able to rebuild our servers and back-ups without any loss of data and without any payment of ransom. An amazing feat in itself.

We have been struggling somewhat in getting everything all running again as there are so many interconnected systems and linkages between hardware that was dropped or disconnected as a result of the bug.

We are now in the process of trying to establish a plan for preventing this in the future.

There are two weaknesses in our system. The public Wi-Fi and our e-mail server. We have developed solutions for each, but they come with a cost. A cost that we did not plan for in our budget. Many of these changes are a dramatic shift from the approach we had been using but will give us the security we need in the future.

The Public Wi-Fi is the far less costly but involves getting another IP address for public access and new equipment to control that access. The cost of this is relatively small (in the big scheme of things) but will allow us to totally isolate the public Wi-Fi from the private Wi-Fi and eliminate the risk (however small) of the systems being crossed over. The public Wi-Fi is very important and gets used a lot so we need to get it back up and running ASAP. The other problem is the e-mail server that is currently hosted by us. Gus is recommending that it be migrated to the “cloud” through Microsoft 360 which would host the e-mails in secure servers and there would be no risk of infected e-mails getting into our network. The cost of this is approximately \$12,000/year but has a lot of benefits beyond simply e-mail. Gus will be on hand to explain the benefits.

In addition, we have been forced to switch gears with regards to hosting data locally as a result of the problems we have had. We will be hosting the Vision data in the cloud as opposed to buying a new server to host that data. This also has an annual cost. But that cost is far less than lost data and maintenance of our own server.

Finally, we are looking at having a redundant cloud back up for our internal data that is again totally isolated from our internal network, that would give us additional back-up capacity in the event we were ever to get hacked again.

We are doing our best to cover these costs with the current budget. However, the next budget will require the Select Board’s approval to go over budget.

Public Works

Public Works has been in clean-up mode for the past few weeks, as well as working on repairs to damage caused by winter. They are beginning the improvements to the RES field to make it a better practice field. They will also be fixing the existing backstop to make it look better.

Maine Sport Pump Station Replacement

Work is currently underway at Maine Sport to replace the existing pump station.



Harbor

The new pilings for the new dingy docks have been installed and the new docks are under construction.

Repairing of the Andre statue is progressing well.

There is a tentative plan for a “summer kick-off” event including visiting windjammers, live music and food.

Status of Heron, Boat Club Lease

We have an agreement on the Heron Lease that includes changes the board recommended at their last meeting as well as an escalator that increases the lease based on the consumer price index (CPI) for the term of the lease.

I have heard back from the Boat Club and we are scheduling a meeting for this week. As expected they are concerned about the jump in the lease rate.

Ambulance Contract

We have an updated contract as recommended by the 4 town managers and approved by the Ambulance Review Committee. It is a change from the previous contract in two ways. First, a significant increase in the “subsidy” each of the 4 towns pay to maintain the level of service we want and second a performance-based contract that has built in fines when the level of service provided (paramedic on the call) or response times fall below an acceptable level for Advanced Life Support (ALS) calls. While the fines may seem excessive, the goal is to never be in the position of collecting the fine. In spite of the potential fines, North East Ambulance is more comfortable with performance-based contract which allows them to staff appropriately based on expected call volume, rather than be overstaffed at times, when not needed.

It is a 1-year contract with an option for a two-year renewal.

The Ambulance Review Committee spent a considerable amount of time on this as did the 4 managers.

As of this point the Select Boards of Hope, Camden and I have approved the contract. It is on Lincolnville’s agenda for tonight’s meeting.

Progress on Styrofoam Ordinance

Town Counsel has reviewed the proposed ordinance and has recommended a few minor changes, but nothing of much substance. We will be bringing that to the Select Board to consider at the July meeting.

Street Light Issues

We have a new representative to work with from CMP as the previous representative retired. We are trying to set up a meeting to talk about getting our lights fixed in a timelier manner. The last inspection of lights found that the report lights out grew from 14 to 26, which is not the change we were hoping to see.

Planning Department

Bill Najpauer has begun work on a number of projects including several grant applications. He submitted a grant for \$500,000 to help with the Route 1 Sewer extension as well as one for design work on the pier and wall in front of the harbor master’s office. In addition, we are working on

utilizing Hannah more in the Planning Department and training her to take on more responsibilities, considering the recent changes in the department.

We have also been working on amendments to the TIF plan on Route 1. This is needed for planned development expected at the former Oakland Park site that will be developed with residential homes and a possible commercial use. This amendment will need to be done at a Special Town Meeting in August to allow us to use current TIF accumulating proceeds to pay for design and engineering, prior to going out to bond vote in June of 2019.

This work will allow the continued commercial development of Route 1 beyond the Oakland Park property.

Town Clerk's Office

Diane and Linda both received their certification as GA administrators. Congratulations to both of them. Diane also attended the GA Administrator's Annual Meeting in Bangor.

The Town Clerk's Office was closed on Wednesday, May 9 so that staff could attend the Election's Training. I am hoping that there will be additional training and discussion on the new ranked choice voting.

We are also hoping to get online registration, dog licensing, etc. up and running by July 1st. We are also considering possible changes to office hours which would allow us to better meet the new recommended financial and internal control policies being proposed.

Assessing Department

The Assessor's Office has been busy with inspections for the past month.

Fire Department

The Fire Chief attended the National Fire Chief's Convention this past month and came away with a lot of great ideas. The Department has been busy with a variety of brush fires, traffic accidents and trainings.

Library

Congratulations to Ben Odgren and his wife, who are the proud new parents of a baby girl.

Opera House

We have hired Andrew Weber as the new House Manager for the Opera House. Andrew teaches at the Midcoast School of Music and we are confident his new position with the Town will work well with the work he is doing.

We had 15 job applications for the position, with many very qualified applicants. The team of myself, Terri Smith, Dave Morrison and Ben Blackmon narrowed the field down to three candidates that were all outstanding. Terri and I did follow-up interviews and I selected Andrew.



101 Main Street
Rockport, Maine 04856
207-236-0806 x 3
207-230-0112 Fax
www.town.rockport.me.us

LEASE AGREEMENT

THIS LEASE (hereinafter referred to as “Lease”) is made this 1st day of April, 2018 by and between the Town of Rockport, a municipal corporation organized under the laws of the State of Maine with a place of business in the Town of Rockport, County of Knox, State of Maine and a mailing address of Rockport Town Office 101 Main St., Rockport, Maine 04856 (hereinafter referred to as “Landlord”) and Nigel Bower and Bonnie Schmidt, individuals with a mailing address of 212 Molyneaux Road, Camden, ME 04843 (hereinafter referred to collectively as “Tenant”).

WITNESETH

In consideration of the rents and covenants to be paid and performed by Tenant, Landlord does hereby lease to Tenant and Tenant does hereby lease and take from Landlord, upon the terms and conditions hereinafter set forth, the berthing space described below.

Article 1 Leased Premises. The Premises demised by this Lease (the “Premises”) is described as the berthing space located on Float A in Marine Park located in the Town of Rockport, and further described in the sketch attached hereto as Exhibit A.

Article 2 Term. The Term of this Lease is for three (3) years commencing as of April 1, 2018 and ending on March 31, 2021, unless earlier terminated pursuant to the Terms of this Lease. Notwithstanding anything herein to the contrary, Landlord may terminate this Lease for any reason upon 180 days prior written notice to Tenant. Upon such a termination, the rent due hereunder shall be prorated.

Article 3 Rent.

3.1 Annual Rent. The annual rent for the first year of the Term is \$3,700.00, commencing on April 1, 208 (see Article 3.3). The annual rental during each subsequent year shall be three thousand seven hundred dollars (\$3,700.00) adjusted by an amount equal to the percentage change in the rate of the U.S. Consumer Price Index to all U.S. consumers, all items (1982 through 1984 = 100), as published by the Bureau of Labor Statistics, as reflected by the month of April in the year of the renewal compared with the month of April 2018. In the event the Bureau of Labor Statistics ceases publishing the index, or materially changes the method of its computation, the Lessor and the Lessee shall accept comparable statistics on the purchasing power of the consumer dollar as published by the Bureau or other applicable governmental department.

3.2 Additional Services. In addition to the Annual Rent in Article 3.1 above, Tenant agrees to pay each year of the Term the sum of **Three Hundred Dollars (\$300.00) for electricity and Sixty Dollars (\$60.00) for water use as additional services.** In no event shall Landlord be liable for any interruption or failure in the supply of such utilities to the Premises. Tenant shall also pay all taxes, governmental impositions and charges of every kind and nature assessed or imposed on the Premises and on any personal property or fixtures located on the Premises.

3.3 Quarterly Payment. The annual rent for each year of the Term is Three Thousand Seven Hundred Dollars (\$3700,00), Commencing on April 1, 208, and on the first day of each quarter thereafter, Tenant agrees to pay in advance to Landlord, as rent (including quarterly payment for additional services) at such place as shall be designated by Landlord, without any prior demand therefor and without any defenses, deduction or set-off whatsoever, the sum of One Thousand Fifteen Dollars (**\$1,015.00**) (\$925.00) (rent) \$90.00 (additional services)) .

3.3 Lease Preparation Fee. Tenant shall pay a fee of **One Hundred Dollars (\$100)** to Landlord at the time Tenant executes this Lease to cover the costs of Lease preparation.

3.4 If all prior year rent and fees are not paid in full on or before the contract anniversary date of April 1, Lessee shall be considered in default subject to the provisions found in Article X.

Article 4 Use of Premises.

4.1 During the term of this Lease, Tenant shall have the non-exclusive right to use Float A, subject to the Landlord's reasonable rules and regulations concerning the use of the Premises and other surrounding common areas (which rules and regulations will give priority use of Float A to Tenant at Tenant's discretion).

4.2 Tenant shall use the Premises solely for the berthing of a sailing vessel, which shall be limited to the "Heron" when they are in port for reasons to be left to the discretion of the Tenant.

Article 5 Alterations. Tenant shall make no alteration to the Premises without Landlord's prior written consent.

Article 6 Repairs and Maintenance. Except as provided in Article 16, Landlord shall be responsible and pay for any necessary structural repairs to the Premises during the Term. Tenant shall undertake routine maintenance of the Premises, which maintenance shall include, but not be limited to, keeping the Premises free from all trash and debris.

Article 7 Tenant's Covenants. Tenant covenants and agrees with Landlord:

7.1 To pay when due all rent, additional services, and other amounts due from Tenant at the times and in the manner provided in this Lease.

7.2 To maintain the Premises, including the areas adjacent to the Premises, clean and neat in appearance.

7.3 Not to make any use of the Premises which is improper, offensive, illegal, constitutes a nuisance, in any way obstructs or interferes with the rights of others in the use of the Float, or which makes void or voidable any insurance of the Premises.

7.4 To permit Landlord and its agents to enter and inspect the Premises at reasonable times, and to enter and use the Premises only when not in use by Tenant for periods of time and under the conditions prescribed in Landlord's reasonable rules and regulations concerning the use of the Premises and other surrounding common areas (which rules and regulations will give priority use of Float A to Tenant at Tenant's discretion).

7.5 To comply with all laws, ordinances, rules and regulations of governmental authorities affecting the Premises, and to obtain and maintain, at Tenant's expense, all licenses required for its use of the Premises.

7.6 At the expiration of the Term, to leave the Premises in the same condition as the Premises were upon the initiation of this Lease, reasonable wear and tear accepted.

7.7 To pay all costs and expenses incurred by Landlord in enforcing the provisions of this Lease in the event of any breach or default by Tenant, including, without limitation, reasonable attorney fees.

Article8 Indemnity and Public Liability Insurance.

8.1 Except to the extent of injury or damage occasioned by any act, neglect or default of Landlord, its employees or agents, Tenant shall save Landlord harmless and indemnified from and against all injury (including death) to any person and loss of or damage to any property while on the Premises or arising (directly or indirectly) out of or in connection with the Tenant's possession, use, occupation or control of the Premises. Tenant shall also save landlord harmless and indemnified from and against all injury (including death) to any person and loss of or damage to any property anywhere occasioned, or claimed to have been occasioned, by any act, neglect or default of Tenant, its agents, employees, licensees or contractors. This hold harmless and indemnity agreement shall include indemnity against all costs, expense and liabilities incurred in connection with any such injury, loss or damage or in defense of any claim or claims on account thereof, including, without limitation, reasonable attorney's fees. Tenant shall maintain with respect to the Premises public liability insurance in amounts not less than four hundred thousand (\$400,000.00) for injury to or death of one person, in amounts not less than one million (\$1,000,000.00) for injury to or death of more than one person, and property damage insurance in an amount not less than one hundred thousand (\$100,000) in companies qualified to do business in the State of Maine, insuring Landlord and Tenant against injury to persons or damage to property as herein provided. In no event shall the limits of said policies be considered as limiting the liability of Tenant under this Lease. **Tenant shall deposit with Landlord a certificate of such insurance at or prior to the commencement of the term of this Lease and thereafter within ten (10) days prior to the expiration of such policies.** Such policies shall provide that the policies may not be cancelable or changed without at least ten (10) days' prior written notice to Landlord. Nothing in this paragraph shall be construed to waive any defense, immunity or limitation of liability which may be available to the Landlord under the Maine Tort Claims Act (14 M.R.S.A. secs. 8101, et seq.) or any other privilege or immunity that may be provided by law.

8.2 Tenant shall be solely responsible to provide at its expense insurance covering any and all of Tenant's property located at the Premises.

Article9 Signs. Tenant shall not place, install or maintain any sign on the Premises without first obtaining Landlord's prior written consent.

Article 10 Defaults by Tenant.

10.1 If any one or more of the following events (herein sometimes called "events of default") shall occur:

if default shall be made in the due and punctual payment of any installment of rent when and as the same shall become due and payable; or

if default shall be made by Tenant in the performance or compliance with any of the terms, covenants or conditions in this Lease other than those referred to in the foregoing subparagraph (1), and such default shall continue for a period of fifteen (15) days after written notice from Landlord to Tenant specifying the items of default; or

if Tenant shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief, or shall seek or consent to the appointment of any bankruptcy or insolvency trustee, receiver or liquidator of Tenant of all or any substantial part of Tenant's properties or of the Premises; or

if within sixty (60) days after the commencement of any proceedings against Tenant seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief, such proceeding shall not have been dismissed or, if, within said sixty (60) days after the appointment, without the consent or acquiescence of Tenant, of any trustee, receiver or liquidator of Tenant of all or any substantial part of Tenant's properties or of the Premises, such appointment shall not have been vacated or stayed on appeal or otherwise, or if within sixty (60) days after the expiration of any such stay, such appointment shall not have been vacated;

then, and in any such event, Landlord may give written notice to Tenant specifying such event of default or events of default and stating that this Lease and the term shall expire and terminate on the date specified in such notice, and upon the day specified in such notice this Lease and the term and all right of Tenant under this Lease shall expire and terminate. Upon such expiration or termination, Tenant covenants and agrees to promptly pay to Landlord, as liquidated damages, all rent due hereunder for the remainder of the Term and, if applicable, all past due rent, charges and costs due hereunder.

10.2 Upon any such expiration or termination of this Lease, Tenant shall quit and peacefully surrender all use and occupancy of the Premises to Landlord, and Landlord, upon or at any such expiration or termination, may without further notice enter upon and reenter the Premises and exclusively possess and repossess itself thereof, by force, summary proceedings or otherwise, and may remove Tenant and all other persons or property from the Premises without being liable to prosecution therefor, and may have, hold and enjoy the Premises and the rights to receive all rental income of and from the same.

10.3 No such expiration or termination of this Lease, or summary proceedings, abandonment or vacancy, shall relieve Tenant of its liabilities and obligations under this Lease, whether or not the Premises shall be relented.

Article 11 Self-Help. If Tenant shall default in the performance or observance of any agreement, condition or other provision in this Lease and shall not cure such default within fifteen (15) days after notice in writing from Landlord specifying the default, Landlord may, at its option, without waiving any claims for breach of agreement, at any time thereafter cure such default for the account of Tenant, and Tenant shall reimburse Landlord for any amount paid and any expense or contractual liability so incurred, and any amounts due hereunder from Tenant shall be deemed additional services due and payable on demand by Landlord.

Article 12 Damage to Premises. If the Premises shall be so damaged by fire or any other cause or happening so as to render the Premises unusable, then Landlord may at its sole option either restore the Premises to their previous condition or terminate this Lease. In the event the Premises are rendered only partially unusable, then said Premises shall be restored by Landlord to the extent of any insurance proceeds actually received by Landlord from insurance on the Premises and a just proportion of the rent, according to the extent to which the Premises have been rendered unusable, shall abate until the said Premises shall have been restored for use and occupancy.

Article 13 Parking and Common Areas. During the Term of this Lease, Tenant shall have the right to utilize one parking space in Marine Park. When parking for more than a two-hour period the Tenant shall park on the north side of Marine Park or Cramer Park. Tenant shall direct their passengers to those long-term parking areas. With the prior consent of the Landlord, Tenant shall have reasonable access to the Harbormaster's facility for the purpose of using the shower, washing machine and clothes dryer and accessing the electrical box located in the garage area. There shall be no access to the Harbormaster's Office when the Harbormaster is not present. All such use shall be at Tenant's sole risk, notwithstanding anything in the contrary set forth herein and shall be subject to Landlord's reasonable rules and regulations, as amended from time to time. Tenant shall be solely liable for and shall indemnify and hold Landlord and Landlord's employees and agents harmless from and against any and all liability, damages, repairs,

costs, and expenses, including reasonable attorney's fees, arising from or in connection with Tenant's use of the Harbormaster's office.

Article 14 Acceptance Of Premises. Tenant agrees to accept the Premises AS IS and acknowledges that Tenant had made all inspections necessary to assure Tenant that the Premises are suitable for Tenant's needs.

Article 15 Holding Over. In the event that Tenant shall continue in occupancy of the Premises after the expiration of the term, such occupancy shall not be deemed to extend or renew the terms of this Lease, but, at the option of Landlord, such occupancy shall continue as a tenancy at will from month to month upon the covenants, provisions and conditions herein contained and at twice the rental in effect during the previous year of the Term. This Article shall not be construed as giving Tenant any right to hold over after the expiration of the term.

Article 16 Non-Waiver. The receipt of rent by Landlord, with knowledge of any breach of this Lease by Tenant or of any default on the part of Tenant in the observance or performance of any of the terms, covenants or conditions of this Lease, shall not be deemed to be a waiver of any provisions of this Lease. Failure of Landlord to complain of any act or omission on the part of Tenant, no matter how long the same may continue, shall not be deemed to be a waiver by Landlord of any of its rights hereunder.

Article 17 Assignment and Subletting. Tenant may not assign or sublet this Lease or the Premises without Landlord's prior written consent.

Article 18 Notices. Any and all notices from Landlord to Tenant hereunder shall be deemed given when Landlord delivers such notice to Tenant or deposits such notice in the mail addressed to Tenant's last known address with postage prepaid.

Article 19 Severability. If any provisions of this Lease or its application to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

Article 20 Successors and Assigns. The terms and provisions of this Lease shall be binding upon the heirs, successors, personal representatives and assigns of the respective parties.

Article 21 Entire Agreement. This Lease contains the entire and only agreement between the parties, and no oral statements or representations or prior written matter not contained in this instrument shall have any force or effect. This Lease shall not be modified in any way except by a writing executed by both parties.

Article 22 Governing Law. This Lease shall be governed by the laws of the State of Maine.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed in duplicate as of the day and year first above written.

WITNESS:

LANDLORD:

TOWN OF ROCKPORT

By: _____

Richard C. Bates

Its: Town Manager

TENANT:

Bonnie Schmidt

Nigel Bower

**WARRANT AND NOTICE OF ELECTION
CALLING FIVE TOWN COMMUNITY SCHOOL DISTRICT
BUDGET VALIDATION REFERENDUM
(20-A M.R.S. § 1486)**

TO: Catherine A. Murphy, a resident Five Town Community School District (the "District") composed of the Towns of Appleton, Camden, Hope, Lincolnville, and Rockport, State of Maine.

In the name of the State of Maine, you are hereby ordered to serve upon the municipal clerks of each of the municipalities within the District, namely, the Towns of Appleton, Camden, Hope, Lincolnville, and Rockport, an attested copy of this warrant and notice of election. Service shall be in hand within three (3) days of the date of this warrant and notice of election. The municipal clerks of the above municipalities shall immediately notify the respective municipal officers. The municipal officers shall meet forthwith and countersign this warrant and notice of election. The municipal officers shall provide below for the respective municipal clerks to post or have posted this warrant and notice of election.

**TOWN OF ROCKPORT
DISTRICT BUDGET VALIDATION REFERENDUM
WARRANT AND NOTICE OF ELECTION**

Knox County, ss.

State of Maine

TO: Randy Gagne, Constable of Rockport: You are hereby required in the name of the State of Maine to notify the voters of this municipality of the election described in this warrant and notice of election.

TO THE VOTERS OF ROCKPORT: You are hereby notified that a District budget validation referendum election will be held at the Rockport Town Office, 101 Main Street, in the Town of Rockport on Tuesday, June 12, 2018 for the purpose of determining the following question:

Question 1: Do you favor approving the Five Town Community School District budget for the upcoming school year that was adopted at the latest District budget meeting?

The polls must be opened at 8:00 a.m. and closed at 8:00 p.m.

The Registrar of Voters shall hold office hours while the polls are open to correct any error in or change a name or address on the voting list; to accept the registration of any person eligible to vote and to accept new enrollments.

A person who is not registered as a voter may not vote in any election.

Given under our hand this day, April 4, 2018 at Rockport, Maine.

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

A majority of the School District Committee of Five Town Community School District

A true copy of the Warrant and Notice of Election, attest:

[Handwritten signature]

Catherine A. Murphy
Resident of
Five Town Community School District

Countersigned this _____ day of _____, 2018 at Rockport, Maine.

A majority of the municipal officers of Rockport, Maine

A true copy of the Warrant and Notice of Election, attest:

Linda Greenlaw, Municipal Clerk
Rockport, Maine

**WARRANT AND NOTICE OF ELECTION CALLING
MAINE SCHOOL ADMINISTRATIVE DISTRICT 28
BUDGET VALIDATION REFERENDUM
(20-A M.R.S. § 1486)**

TO: Catherine A. Murphy, a resident Maine School Administrative District 28, composed of the Towns of Camden and Rockport, State of Maine.

In the name of the State of Maine, you are hereby ordered to serve upon the municipal clerks of each of the municipalities within the District, namely, the Towns of Camden and Rockport, an attested copy of this warrant and notice of election. Service shall be in hand within three (3) days of the date of this warrant and notice of election. The municipal clerks of the above municipalities shall immediately notify the respective municipal officers. The municipal officers shall meet forthwith and countersign this warrant and notice of election. The municipal officers shall provide below for the respective municipal clerks to post or have posted this warrant and notice of election.

**TOWN OF ROCKPORT
DISTRICT BUDGET VALIDATION REFERENDUM
WARRANT AND NOTICE OF ELECTION**

Knox County, ss.

State of Maine

TO: Randy Gagne, Constable of Rockport: You are hereby required in the name of the State of Maine to notify the voters of this municipality of the election described in this warrant and notice of election.

TO THE VOTERS OF ROCKPORT: You are hereby notified that a District budget validation referendum election will be held at the Rockport Town Office, 101 Main Street, in the Town of Rockport on Tuesday, June 12, 2018 for the purpose of determining the following question:

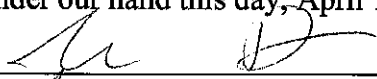
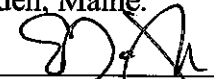
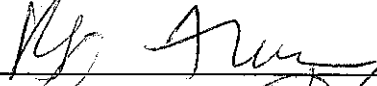

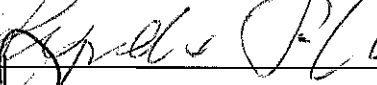

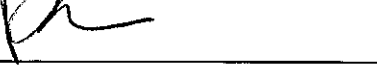

Question 1: Do you favor approving the Maine School Administrative District 28 budget for the upcoming school year that was adopted at the latest District budget meeting?

The polls must be opened at 8:00 a.m. and closed at 8:00 p.m.

The Registrar of Voters shall hold office hours while the polls are open to correct any error in or change a name or address on the voting list; to accept the registration of any person eligible to vote and to accept new enrollments.

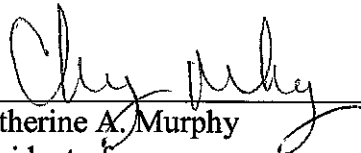
A person who is not registered as a voter may not vote in any election.

Given under our hand this day, April 11, 2018 at Camden, Maine.

A majority of the School Board of the Maine School Administrative District 28

A true copy of the Warrant and Notice of Election, attest:


 Catherine A. Murphy
 Resident of
 Maine School Administrative District 28

Countersigned this _____ day of _____, 2018 at Rockport, Maine.

A majority of the municipal officers of Rockport, Maine

A true copy of the Warrant and Notice of Election, attest:

 Linda Greenlaw, Municipal Clerk
 Rockport, Maine

266188

**MAINE MEDIA
WORKSHOPS
+ COLLEGE**

70 Camden Street
PO Box 200
Rockport, ME 04856
Phone: 207.236.8581

Bangor
Savings Bank
BANGOR, MAINE 04401
52-7438/2112

4/11/2018

PAY TO THE
ORDER OF Town of Rockport

\$ **10,479.00

Ten Thousand Four Hundred Seventy-Nine and 00/100***** DOLLARS

Town of Rockport
P.O. Box 10
Rockport, ME 04856-0010

VOID after 90 days - 2 signatures required over \$10,000



Kenneth L. Curran
Cathy J. Jannemore
AUTHORIZED SIGNATURE

MEMO

⑈ 266188 ⑈ ⑆ 21127438 2⑆ 4020052484 ⑈

Maine Media Workshops: BSB

266188

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
4/10/2018	Bill	PILOT-4/18	10,479.00	10,479.00		10,479.00
					Check Amount	10,479.00

MMW Checking (BSB)

10,479.00

MAINE MEDIA COLLEGE
P O Box 200
Rockport, Maine 04856

April 12, 2018

Kerry Leichtman, assessor
Town of Rockport
P O Box 10
Rockport, ME 04856

Dear Kerry,

Maine Media Workshops + College is pleased to voluntarily make payments in lieu of taxes to the Town of Rockport in recognition of services provided by the town. As suggested these payments are calculated at the rate of 30% of the previous town-assessed tax valuation.

The enclosed check for \$10,479 represents MMW+Cs April 2018 payment.

Sincerely,



Cathi Finnemore
Director, Finance and Administration

Kenneth McKinley, Chair
Owen Casas, Vice-Chair
Douglas Cole
Mark Kelley
Richard C. Bates



101 Main Street
Rockport, Maine 04856
207-236-0806 x 3
207-230-0112 Fax
www.town.rockport.me.us

May 8, 2018

Maine Media Workshops and College
70 Camden Street
PO Box 200
Rockport, Maine 04856

Dear Cathi,

On behalf of the Town of Rockport, we would like to thank you for your voluntary contribution in lieu of property taxes in the amount of \$10,479.00.

Although your property is tax exempt we appreciate that you recognize the need to support Town services.

Enclosed please find a copy of the receipt.

Sincerely,

Kenneth McKinley, Chair
Rockport Select Board

Owen Casas, Vice-Chair
Rockport Select Board

Mark Kelley
Rockport Select Board

Douglas Cole
Rockport Select Board

Richard C. Bates
Town Manager

Memorandum

To: RICHARD C. BATES, TOWN MANAGER
Cc: SELECT BOARD
From: LINDA M. GREENLAW, TOWN CLERK
Date: 5/2/2018
Re: AGENDA May 14, 2018



I have an item that needs to be placed on the agenda for the Monday, May 14, 2018 Select Board Meeting.

1. The Goose River Golf Club (Goose River Holding, LLC) is requesting a temporary renewal of their license pending a public hearing and approval for a change of classification to a Restaurant, Class I, II, III, IV to be able to also serve vinous and spirituous alcohol. We do not have time to properly advertise for the May 14th Select Board Meeting. I have spoken to my contact at the Bureau of Alcohol Beverages and this is his recommendation.

Thank you in advance for your consideration.

Kenneth McKinley, Chair
Owen Casas, Vice-Chair
Douglas Cole
Mark Kelley
Richard C. Bates



101 Main Street
Rockport, Maine 04856
207-236-0806 x 3
207-230-0112 Fax
www.town.rockport.me.us

RE: MALT LICENSE FOR GOOSE RIVER HOLDINGS, LLC d/b/a GOOSE RIVER GOLF CLUB

The Rockport Select Board and the Rockport Police Chief have no objection to a temporary liquor license being issued to **GOOSE RIVER GOLF CLUB, Alexander Plummer, manager, located at 50 Park Street, Rockport, Maine 04856.** until we receive and approve a New Liquor License Application with a class change to Restaurant (Class I, II, III, IV) for GOOSE RIVER HOLDINGS LLC; d/b/a GOOSE RIVER GOLF CLUB to serve Malt, Vinous and Spirituous Alcohol at 50 Park Street, Rockport, Maine.

Kenneth McKinley, Chair
Rockport Select Board

Owen Casas, Vice-Chair
Rockport Select Board

Mark Kelley
Rockport Select Board

Douglas Cole
Rockport Select Board

Richard C. Bates
Town Manager

Quality Fencing
Residential & Commercial



Proposal

P. O. Box 6 St. Johnsbury VT 05819
1-802-748-4378 1-800-237-6774
1-802-748-9974 FAX

www.vttennis.com

(A Division of CCR Sports, Inc.)

PROPOSAL SUBMITTED TO Town of Rockport		PHONE 207-236-6245	fax 207-236-2653	DATE 8/10/2017
MIKE YOUNG STREET P.O. Box 10 CITY, STATE, AND ZIP CODE Rockport, ME 04856		EMAIL publicworksdirector@town.	JOB Tennis Maintenance	
		JOB LOCATION Rockport ME		
		Two Tennis Courts		

We hereby submit specifications and estimates to:

Work to be completed: (Rite Way Crack Repair)

- a. Clean & fill approx 266' of structural cracks with concrete fortified with E330 Acrylic Binder. Fill hairline cracks with Premier-Crack rubberized liquid crack filler.
- b. Supply & install approx. 266' of Rite Way Crack Repair System to repaired cracks.
- c. Clean entire surface area with compressed air.
- d. Total repaired areas to receive three (3) coats of Premier Sports Resurfacer. This will fill surface voids and act as a prime coat for the color system. Material manufactured by California Sports Surfaces.
- e. Total area to receive one (1) coat of Premier Sports Resurfacer. This will fill surface voids and act as a prime coat for the color system. Material manufactured by California Sports Surfaces.
- f. Total area to receive two (2) coats of Premier Sports Surface, Color to be light & dark green. Texture coat to contain the proper amount of sand to provide a tough wearing base. Top coat to contain proper amount of pigment to give a long lasting and attractive surface. Material manufactured by California Sports Surfaces.
- g. Apply two (2) sets of hand painted, regulation, tennis lines with white, textured Premier-Line paint.

VT Tennis Court Surfacing warranties cracks repaired with Rite Way Crack Repair for a period of two (2) years. Warranty covers repaired areas only. Lengthening of cracks or new cracks are not covered under this warranty.

We propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

Fifteen Thousand Seven Hundred Seventy Nine and 00/100----- dollars (\$ **15,779.00.**)

Payment to be made as follows:

Within 15 days of billing date.

All materials guaranteed as specified. All work to be completed in a workmanlike manner according to standard practices. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and any other necessary insurance. Our workers are covered by Workman's Compensation Insurance. Customer agrees to pay 1 1/2% per month (or 18% per annum) interest on sums overdue by 30 days or more and agrees to pay cost of collection and reasonable attorneys fees. This agreement shall be governed and construed in accordance with the laws in the State of Vermont.

Authorized
Signature

Ray Greenleaf, Representative

Note: This proposal may be withdrawn **90 days** by us if not accepted within

Acceptance of Proposal

The above prices, specifications and conditions (back side) are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Signature _____

Signature _____

Office 365 Email Hosting

- Costs and benefits:
 - Guaranteed uptime
 - Improved Security
 - Recover system and network resources
 - Email backup is provided with subscription
 - Email antivirus and antispam included
 - Lower IT costs
 - Office 365 Business Premium \$12.50/user/month with Annual plan or \$15/user/month on a monthly plan. This is recommended for all users except Select board members.
 - Email hosting with 50 GB mailbox and custom email domain address
 - Desktop versions of Office 2016 applications: Outlook, Word, Excel, PowerPoint, OneNote (plus Access and Publisher for PC only)
 - Web versions of Outlook, Word, Excel, and PowerPoint
 - One license covers 5 phones, 5 tablets, and 5 PCs or Macs per user
 - File storage and sharing with 1 TB of OneDrive storage
 - Office 365 Business Essentials \$5/user/month with Annual plan or \$6/user/month on a monthly plan. This is recommended for Select board members.
 - - Email hosting with 50 GB mailbox and custom email domain address
 - Web versions of Outlook, Word, Excel, and PowerPoint (desktop version of apps not included)
 - File storage and sharing with 1 TB of OneDrive storage
 - Office 365 Exchange Online Archiving \$3/user/month. This is required to meet government retention policies
 - Solve archiving, compliance, regulatory, and eDiscovery challenges

Wireless

There is a need to separate the Private and Public wireless networks as there are currently many security issues with the existing wireless network. The reason that the Public wireless has been disabled due to security concerns.

Issues with current system:

- The Towns wired network, Private wireless and Public wireless are all behind the same IP address and internet connection
- Vendor specific support of Hardware
- Network Isolation security concerns
- Multiple IP blacklists

Local and Offsite Backup Solution

The current backup does have redundancy with a backup drive at the server and an offsite at the PD. The issue is that the offsite is still tied to the network leaving it vulnerable in the event of network viruses. Pricing for encrypted cloud backup is in the works with expected cost ranging from \$2500 - \$4500 /yr depending on the direction of the Email Hosting. There will be an initial upfront cost for the software license in the range of \$1000.

- Local backups
 - Fast data recovery
 - Retention
 - Speed
- Cloud backups
 - Redundancy
 - Disaster Recovery
 - Improve compliance safeguards
 - Affordable
 - Flexible
 - Off-site

REQUEST FOR PROPOSALS

The Town of Rockport is seeking proposals from interested parties for the removal of the residential home on 647 Rockland Street in Rockport, Maine, from the property.

The Town purchased the property in 2016 for the future expansion of the West Rockport Fire Station. The house that is on the property is not needed for that purpose and needs to be removed.

Interested parties should contact the Public Works Director Mike Young at myoung@town.rockport.me.us for further information or with any questions.

Interested parties should send proposals to Richard C. Bates, Town Manager 101 Main Street, Rockport Maine with removal options and any compensation offered to the Town for the structure to be moved.

The deadline for submissions is Friday, April 13th at 5 pm.

April 9, 2018

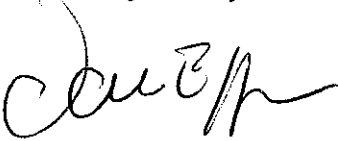
Town of Rockport Selectmen:

I am proposing to move the house on Route 17 in Rockport formerly owned by Linwood Thorndike. I would like to move the house to my property at 700 Rockland Street, about ¼ mile away. I would set this house on a new foundation and renovate it up to code. In my opinion this would be better than burning it down or tearing it down, not only from an environmental standpoint but also would save the Town from the expense of demolition and filling in landfill area. It would be put on the tax rolls also, as well as provide housing for a family.

I feel I have the perfect spot for it. I have financing in place to do this. I propose to remove the house intact, push in the remaining foundation and leave the lot ready to be filled and graded.

I propose a one dollar (\$1.00) fee to the Town.

Thank you for your consideration.

A handwritten signature in black ink, appearing to read 'D. E. Herrick', written in a cursive style.

David E. Herrick
Rockport, Maine

236-8006

To: Ken McKinley, Chairman, Rockport Select Board
Rick Bates, Rockport Town Manager

From: Lynda Clancy, Chairman, Rockport 125th Committee

Re: Closing Rockport 125th account

April 18, 2018

Dear Ken and Rick,

It's come to the attention of the Rockport 125th Committee that \$26,000 remains in the Rockport 125th fundraising account.

The Rockport 125th Committee successfully raised funds to celebrate Rockport's quasiquicentennial in 2015-2016, and to help purchase an outdoor film screen for the Rockport Public Library.

From February through August 2016, the committee held a series of community events — official celebration at the Rockport Opera House, Fireside Chats with longtime citizens, a special theater production at the elementary school, a blood drive, tug-of-war with Camden Select Board, and then in July and August, a Firefighters' Ball, Rockport Parade, and finally, and with great fanfare, a stupendous Dinner on the Bridge overlooking Rockport Harbor.

The quasiquicentennial drew town citizens together for affordable events, and to honor a shared identity.

In that spirit, the 125th Committee recommends dispersing the \$26,000 for similar purposes.

Linda Greenlaw spoke with Ben Blackmon and has learned that the library is not interested in owning an outdoor screen.

Given that, we ask the Select Board to endorse directing the \$26,000 to Legacy Rockport with the following stipulations:

- 1) \$6,000 be dedicated to help repair the Andre the Seal monument at Rockport Harbor.
- 2) \$10,000 be dedicated to help repair the historic lime kilns at Rockport Harbor.
- 3) \$5,000 be set aside for the Rockport 150th celebration.
- 4) \$5,000 be dedicated to the preservation of Rockport's municipal records and heritage; i.e., vault repairs, and document, photo and map protection.

With the distribution of \$26,000 to Legacy Rockport for the dedicated purposes, we are ensuring that the donations by citizens and businesses will sustain, and highlight, the town's collective vitality and heritage.

Thank you,

Rockport 125th Committee

Lynda Clancy, Stacey Parra, Linda Greenlaw, Connie Russell, Maggie Timmerman, Sarah Shepherd, Michelle Hannan, Keirstin Delano, Lisa Farley, Michelle Heald, Gretchen Richards

Andre the Seal

The small, coastal town of Rockport, Maine is the home-base for the beloved story of Andre the seal. Harry Goodridge, the Rockport harbormaster at the time, kept Andre in a floating pen in the summers between 1961 and 1986 and released him out into the harbor during the winters. After becoming notorious for pestering local fishermen, Harry took Andre to aquariums in New England to spend the winters. Each spring, Andre was released and made his way back to Rockport on his own. During the spring and summer months, Andre and Harry would put on free shows every day at the harbor, showing off Andre's new tricks. Over the years, not only did Andre and his story become well-known in the community but also attracted tourists from all over the world, simply by word of mouth.

After Andre's passing in 1986, a statue overlooking the harbor was dedicated to him, so that Andre could continue to be a part of the community. Since its dedication in 1978, Andre's statue has taken a beating and is in need of repair. Any donation to help preserve Andre and his story would be greatly appreciated.

To read more about Andre's story: <https://newengland.com/today/travel/maine/portland/andre-the-seal/>

von Huene Design LLC

P.O Box 401, Woolwich, ME 04579 (207) 442-8145

andreasvonhuene.com.

vonhuene@myfairpoint.net

April 19, 2018

Mr. Richard Bates
Town Manager
101 Mani Street
Rockport, Maine 04856

Letter of Agreement for repairs to the Andre the Seal sculpture.

Dear Mr. Bates:

I am very pleased to be asked to repair Rockport's Andre the Seal statue.

I will effect the repairs listed in the attached proposal dated April 11, 2018 and am grateful for the courtesy extended me to use the harbormaster's garage as a workspace. The three main components of this repair effort are the refitting and attachment of the face, the stabilization of cracks found elsewhere on the sculpture, and the installation of reinforcements. I plan on completing these repairs by July 15, 2018.

The total of my proposal is \$13,971.25.

May I ask for an initial partial of 25% (3,492.81)?

I suggest a second partial of 25% (3492.81) when the reinforcing rods are installed.

the third partial of 25% (3492.81) when the cracks are stabilized

the fourth and final partial of 25% (3492.81) when the repairs are completed.

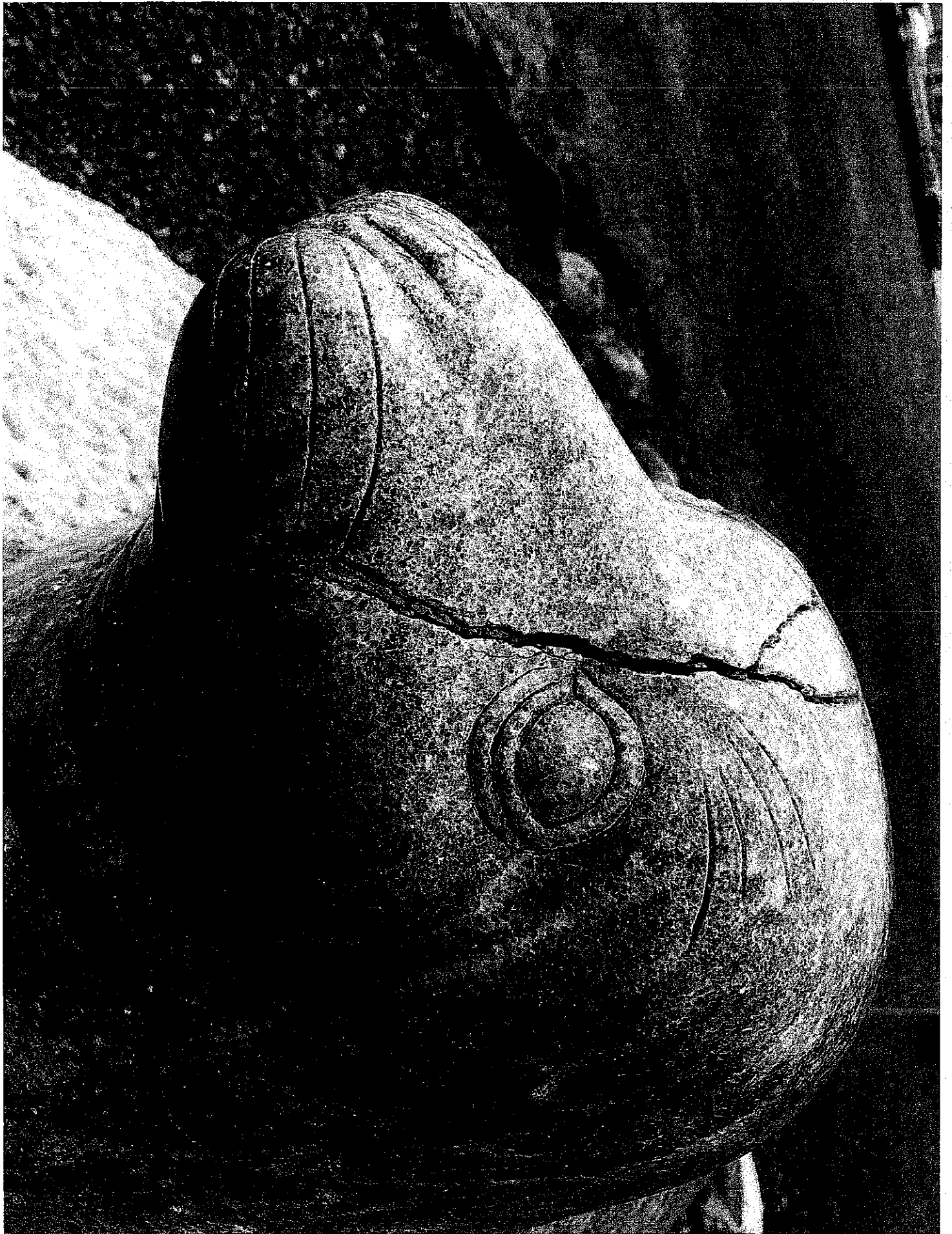
If you would like me to proceed, please sign and date here and return a copy to me:


Richard Bates, Town Manager

Thank you very much for this opportunity to be of service.

Sincerely yours,

Andreas von Huene



From: David Kinney <tadmin@town.lincolnville.me.us>

Sent: Thursday, April 26, 2018 2:48 PM

To: Audra Caler-Bell <ACaler-Bell@camdenmaine.gov>; Samantha Mank <SMank@hopemaine.org>; Richard C. Bates <RBates@town.rockport.me.us>

Subject: RE: Latest version of contract

Hi All:

Audra, thanks for the contract update.

Below is what I believe each town is currently contributing to the subsidy and what that same percentage translates to for a \$299,000 subsidy (rounded to the nearest dollar). I believe the current subsidy numbers below are correct for each town but it would be worth checking. If memory serves me the percentages were based on the 2010 Census of each community. I've calculated the new subsidy amounts using population below as well. When the FY 19 subsidy is calculated using population it changes slightly. For consistency with past years I think we ought to stick with the population subsidy amounts.

<u>Community</u>	<u>Current NEMHS Subsidy</u>	<u>FY 19 @ \$299,000 Subsidy</u>	<u>Population</u>	<u>FY 19 @ \$299,000 w/pop</u>
Hope	\$ 10,214	\$ 38,658	1,536	\$ 38,659
Camden	\$ 32,252	\$ 122,068	4,850	\$ 122,066
Rockport	\$ 22,144	\$ 83,811	3,330	\$ 83,811
Lincolnville	\$ 14,390	\$ 54,463	2,164	\$ 54,464
Total	\$ 79,000	\$ 299,000	11,880	\$ 299,000

David

David B. Kinney, Town Administrator
Town of Lincolnville
493 Hope Road
Lincolnville, ME 04849
207-763-3555 (voice)
207-763-4545 (fax)
tadmin@town.lincolnville.me.us

Agreement

By and Between Inhabitants of the Town of ~~Camden~~Rockport

And

North East Mobile Health Services

For

Emergency Medical Services

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Preamble

This Agreement entered into on the 29th day of June, 2018 by and between the Inhabitants of the Town of ~~Camden~~Rockport, Maine, a municipal corporation organized under the laws of the State of Maine with a mailing address of ~~101 Main Street~~ 29 Elm Street, ~~Camden~~Rockport, Maine, located in the County of Knox, State of Maine (hereinafter known as the "TOWN") and North East Mobile Health Services, a Maine business corporation with a mailing address of 24 Washington Avenue, Scarborough, Maine 04074, located in the County of Cumberland, State of Maine (hereinafter known as "NEMHS") with a base location in ~~Rockport~~ Camden, Maine.

WHEREAS, the TOWN wishes to engage NEMHS to provide emergency medical and transport services to the TOWN in association with the towns of Hope, Lincolnville and ~~Camden~~Rockport; and

WHEREAS, NEMHS wishes to provide the aforementioned services;

NOW, in consideration of the mutual promises and covenants contained in this Agreement, it is hereby agreed as follows:

Section I. General Conditions

Term

This Agreement shall be in force for a period of one (1) year commencing on July 1, 2018 and ending on June 30, 2019 unless earlier terminated by either party in accordance with the terms of this Agreement. The TOWN may elect to renew this Agreement for an additional two (2) year term provided that (a) the parties are able to agree on a contract price for the renewal term, and (b) the TOWN provides NEMHS with written notice of its election to renew at least ninety (90) days prior to the expiration of the then current contract term.

Service

Commencing at 12:01 a.m. on July 1, 2018 and continuing on for the duration of this Agreement, NEMHS agrees to provide Emergency Medical Services (EMS) within the territorial limits of the TOWN whenever requested, for the entire term of the Agreement. All services provided by NEMHS shall be consistent with prevailing professional standards in the emergency medical services community in Mid-Coast Maine and as established by the Maine Office of Emergency Medical Services ("Maine EMS") as well as those specified in this agreement. Transportation of patients will be to the hospital deemed most appropriate based on the needs of the patient and consistent with Maine EMS protocols. Whenever practical and reasonable to do so, the patient's choice of hospitals will be honored.

Terms and Conditions of Agreement

The Town of ~~Camden~~Rockport and Northeast Mobile Health Services (NEMHS) hereby agree as follows:

Section II. Emergency Medical Services and Performance Requirements

A. Ambulance Service

NEMHS shall provide Advanced Life Support and Basic Life Support (ALS & BLS-Paramedic) emergency ambulance services at the request of the Town twenty-four (24) hours daily, seven (7) days a week^[AC1].

Basic Life Support is defined as calls dispatched with the “ALPHA” (A) and “BRAVO” (B) determinant codes and Advanced Life Support is defined as calls dispatched with the “ECHO” (E), “DELTA” (D), “CHARLIE” (C), and “OMEGA” (O) determinant codes. All persons needing service shall be served without regard to place of residence, financial condition, medical insurance coverage or type of ailment or injury suffered.

B. Other Services

NEMHS shall also provide the following services and training as required:

(1) Mountain Rescue

(2) First Aid Training

(3) Cardiopulmonary Resuscitation Training

C. Response Level^[AC2]

NEMHS shall respond immediately for emergency medical services with a paramedic staffed vehicle **for 97% of calls requiring ALS**^[AC3].

As per Section VIII NEMHS shall have mutual aid agreements in place in the event NEMHS cannot immediately respond to any call for emergency service (i.e., enroute to the call within two (2) minutes).

D. Penalties for Insufficient Response Levels

NEMHS will pay the following penalties to the TOWN for failure to meet the response level performance standards identified in section II. C. within the quarterly reporting period:

Paramedic Response Rate	ALS Calls
96% - 94%	\$5,000
93% - 90%	\$10,000
89% - 85%	\$15,000
84% - 80%	\$20,000
79% - 75%	\$25,000
74% - 70%	\$30,000
69% - 65%	\$35,000
64% - 60%	\$40,000
59% - 55%	\$45,000
54% - 50%	\$50,000

E. Average Chute Response Time Performance Requirements^{[AC4][AC5]}

"~~Chute-Response~~ Time" is defined as the total time from when the call is ~~referred to~~ acknowledged by NEMHS to the time NEMHS's ambulance ~~first departs to answer a call~~ arrives at the incident. Average ~~chute-response~~ times for ~~all the~~ the Town of Rockport ~~Camden~~ towns will be ~~3-8~~ minutes.

F. Compliance Requirements

1. NEMHS shall respond with paramedic staffed vehicles to 97% of ALS calls measured quarterly by combining response levels for all 4 towns.

2. NEMHS shall ~~arrive at the scene by~~ comply with the indicated average ~~Chute-Response~~ Time.

The NEMHS will provide a quarterly report for required compliance for the combined 4 towns as well as a breakdown for each individual town and the percentage of on time performance.

For clarity, there are total of eight (8) compliance measurements that NEMHS's performance is measured on a quarterly basis. An illustration of the eight (8) quarterly compliance measures is set forth in Section IV. B.

G. ~~Chute Time~~ Response Time ~~Response~~ Penalties

If the NEMHS *fails to meet ~~chute-response~~ time performance standards* and the EMS Performance Committee does not grant an exception to the delay, NEMHS shall pay the following penalties:

Average Chute-Response Time	Penalty
38:00 to 38:30	\$5,000
38:30 to 49:00	\$10,000
49:00 to 49:30	\$15,000
510:00 & Upto 10:30	\$20,000
10:30 to 11:00	\$25,000
11:00 & up	\$30,000

Nothing in this section shall be construed to limit any remedies, including termination, provided for in this Agreement with respect to any nonperformance, breach or default by NEMHS.

If mitigating circumstances arise that contribute to high average ~~chute~~ response times NEMHS can request the EMS Performance Committee to determine whether there were acceptable mitigating circumstances that caused or significantly contributed to a high ~~chute~~ average response time. If the Committee approves the mitigating circumstances, the call shall not be included when averaging quarterly ~~chute~~ response times.

H. Response Level and ~~Chute-Response~~ Time Performance Monitoring

The NEMHS shall provide to the EMS Performance Committee by the fifteenth (15th) day of each calendar month, a report detailing its ~~chute-response~~ time performance for responses under this Contract during the preceding month and any requests for exemptions. The report will, at a minimum, include date of service, identify the town, Incident Number, incident address, dispatch time, and on scene time. NEMHS shall document each instance wherein:

1. A paramedic ambulance was unavailable to respond and the reason; and
2. The response resulted in a ~~response chute~~-time in excess of the average ~~chute-response~~ time performance standard; and shall detail the reason for such delayed ~~chute-response~~ time.

NEMHS shall take all steps necessary to eliminate causes of poor response level and ~~chute-response~~ time performance and upon request shall provide the Contract Administrator with a summary of such corrective actions.

I. Appeal of Response Level and ~~Chute-Response~~ Time Penalties

Within thirty (30) days of receipt, NEMHS may request, in writing, reconsideration of the per call response level penalties set forth in Section II.D. and ~~chute-response~~ time penalties set forth in Section II.H.

The EMS Performance Committee either denies review or upholds the response time ~~liquidated-damagespenalties~~ after review of the call. The ruling by the EMS Review Committee shall be final.

J. Special Events

NEMHS shall cooperate with the Towns in developing and implementing operations plans for special events.

K. Ambulance Standby

At the request of the Emergency Operation Directors for the four towns, NEMHS will provide standby service at a disaster, major fire incident, special weapons and tactics (SWAT) operation or other emergency incident at no cost.

If an incident requires more standby ambulance units than it can provide, NEMHS shall call for additional ambulances including, when necessary, from other ambulance service providers in the region.

L. Performance Incentive

The Select Boards of the four Towns, upon recommendation of the EMS Performance Committee, may implement an additional one (1) year, renewal for each year the NEMHS is meeting the performance standards identified in this Agreement to a maximum of three years.

M. Disaster Planning

The NEMHS shall actively participate in disaster planning and exercises as requested by the four towns.

Section III. Fees and Contract Price

A. Fees

NEMHS agrees that it will charge a reasonable fee consistent with local industry standards for EMS services rendered within the TOWN and that it will bill the patient or such other person as may be responsible for the patient. NEMHS further agrees that it will bill the patient's third party payor(s), if any, including Medicare, MaineCare, private insurance or any other payor. The TOWN shall not be responsible for any payment or collection of a patient's bill.

B. Contract Price

In consideration for the services rendered to the TOWN pursuant to the terms of this Agreement NEMHS shall charge and the TOWN agrees to pay an annual subsidy (contract price) to NEMHS as follows:

For the contract year commencing on July 1, 2018 the subsidy shall be

\$XX,XXXXXX,XXX.

Payments of the contract price may be made in equal quarterly payments that shall be due and payable on July 30th, October 30th, January 30th and April 30th of each year.

Notwithstanding any other provision of this Agreement to the contrary, the parties agree that the contract price is payable by the TOWN from appropriations made each year at the Town Meeting. In the event that an insufficient amount to fund NEMHS under this Agreement is appropriated at the TOWN MEETING, this Agreement may be terminated by the Select Board without further obligation on behalf of the TOWN. In such event the Select Board shall certify in writing to NEMHS that sufficient funds are not available to fund the TOWN'S obligation under this Agreement, and such certification shall be binding and conclusive with respect to both parties. In the event that sufficient funds are not available, NEMHS, in its discretion, may discontinue providing services under this Agreement within sixty (60) days following certification of insufficient funds by the TOWN.

Section IV. Agreement Administration, Reporting & Monitoring

A. Representatives

The TOWN shall at all times under this Agreement act through its Town Manager, as designated by the Select Board, and NEMHS shall at all times act through its Chief/CEO or Deputy Chief or such other officer identified to the TOWN by NEMHS as having

sufficient authority.

B. Reporting

In order to validate that NEMHS has met the performance indicators stipulated in Section II. B. & C. NEMHS will submit a monthly performance report the month after the commencement date of this Agreement to the TOWN through the TOWN’s Representative that includes the following:

Report Example

Town	No Transport #	# Calls	# Timely Responses	% in Compliance - Average Rate <u>Response Time</u>	# With Paramedic Response	% in Compliance - Paramedic Response
Camden						
Hope						
Lincolnton						
Rockport						
Total						

NEMHS will also prepare quarterly reports for the EMS Performance Committee that include the information on the “Report Example” above as well as any data on the use or provision of mutual aid, any training activities conducted for TOWN employees and/or volunteers, any major upgrades to communications and/or equipment.

Upon request, NEMHS will provide an update regarding EMS performance to the TOWN at a Select Board meeting. NEMHS shall also submit an annual report of all EMS activities within the TOWN for inclusion in the Annual Town Report.

In addition, any serious incident, such as a death during a response, while on scene or during a transport, will be reported by NEMHS to the Town’s Representative within 24 hours.

C. Monitoring

NEMHS’ Representative shall attend quarterly meetings with the EMS Performance Committee. The Committee will review Response Level and Response Time performance quarterly and evaluate whether changes are necessary.

The NEMHS Rockport Division Chief shall meet every other month with the Fire Chiefs of Camden, Hope, Lincolnville and Rockport and, when required, the Camden-Rockport Police Chief(s), to review monthly performance reports. Any issues identified during these meetings that cannot be addressed operationally will be referred to the EMS Performance Committee.

Section V. Personnel

A. Certification of Personnel

NEMHS represents that all ambulance personnel have successfully completed authorized training courses at their respective license levels and are duly licensed to practice by Maine EMS.

All personnel are required to maintain current certification in cardiopulmonary resuscitation through the successful completion of American Heart Association CPR training programs, and to successfully complete either an AVOC (Ambulance Vehicle Operators Course) or an approved EVOC (Emergency Vehicle Operators Course).

Paramedics are required to successfully complete an American Heart Association course in Advanced Cardiac Life Support.

B. Employee Training & Professional Development

Though not required of all personnel, NEMHS regularly makes available a number of nationally recognized programs such as PHTLS (Prehospital Trauma Life Support), AMLS (Advanced Medical Life Support), PEPP (Pediatric Education for Prehospital Professionals) and the Maine EMS PIFT (Paramedic Inter-facility Transport) program to its personnel. Such programs are integral parts of NEMHS’S comprehensive program of continuing education.

C. Ambulance Driver Training

In addition to the foregoing, all personnel who operate NEMHS vehicles must meet the standards of both NEMHS and its insurance carrier. Driving records of all NEMHS applicants are reviewed prior to hire, and driving records of all personnel are reviewed on an ongoing basis by NEMHS's insurance carrier to ensure that personnel have not received violations or been involved in accidents that would render them ineligible to drive NEMHS vehicles under current NEMHS and insurance carrier standards.

NEMHS shall provide Ambulance Driver training to all Town Firefighters as requested.

D. Incident Command System

NEMHS shall train all its employees assigned to any part of the four Town service area on the National Incident Management System (NIMS) within ninety (90) days of the Agreement effective date. All employees working in the field will be trained on NIMS IS 700, NIMS IS 800, NIMS ICS 100 and NIMS ICS 200. Supervisors and managers shall also be trained in ICS 300. NEMHS shall provide the TOWN with written verification that the training is completed.

NEMHS shall conduct continuing training as needed to maintain proficiency for all employees.

Section VI. Communications

A. Communications with Ambulances

NEMHS shall maintain twenty-four (24) hours daily, seven (7) days a week direct communication between its ambulances at any location within their service area and the Knox County dispatch center.

B. Telephone and Radio Recording

All telephone lines on which calls for service can be received shall be continuously recorded when in use with a time and date stamp. Telephone line recordings shall be maintained for one hundred eighty (180) days.

All radio communications are to be recorded with a date and time stamp and maintained for one hundred eighty (180) days.

The TOWN is authorized to have copies of any telephone and radio communications for incidents in which Knox County Communications resources are dispatched or should have been dispatched in accordance with this Agreement.

C. Two-Way Communications

NEMHS will, at its own expense, provide for two-way radio communications between its units, Knox County Dispatch and the Fire Departments of the Four Towns.

If Knox County Dispatch changes two-way radio frequencies during the term of this

Agreement, the NEMHS is responsible for making necessary modifications at its own expense to maintain communications.

D. System Upgrades

The NEMHS shall cooperate with the TOWN and Knox County Dispatch during planning and implementing upgrades and enhancements to communications systems.

Section VII. Quality Assurance

A. Rules and Standards for Quality Improvement

State and local rules, regulations and standards relating to the operation of ambulances shall be met at all times. NEMHS shall follow the Maine State Emergency Medical Service (EMS) Protocols / Guidelines / Operating Procedures established by Maine EMS.

B. Patient Care Performance Standards Monitoring

NEMHS and the Fire Chiefs of the four towns shall meet at least quarterly to discuss matters of concern and review adherence to patient care performance standards, transport protocols and operational concerns. These meetings are intended to maintain open and proactive communications, resolve problems and provide an arena to confer about performance on the part of NEMHS and the Fire Departments of the four towns. Clinical data shared in these meetings will be aggregate and will summarize performance on areas of clinical care and not as singular events. NEMHS and the Fire Chiefs will work together to determine which areas of care the group wants to focus and research.

The 4 Towns and the Fire Chiefs understand that topics discussed in these meeting may be confidential and protected. Any Protected Health Information that may be discussed must only be used for the purpose of these meetings and may not be used, discussed or disseminated outside of the meetings.

~~NEMHS shall ensure its personnel complete documentation related to responses and patient care, including, but not limited to, Pre-hospital Care Reports (PCRs), Against Medical Advice Summary Audits (AMA), and ambulance response failure / unusual occurrence forms. Such documents shall be made available to the TOWN upon request.~~

~~The NEMHS and the Fire Chiefs of the four towns shall meet at least quarterly to discuss matters of concern and review adherence to general patient care performance standards and transport protocols. Specific incidences and details with personally identifiable data will not be discussed. These meetings are intended to maintain open and proactive communications, resolve problems and provide an arena to confer about patient care performance on the part of the NEMHS or the four towns.~~

C. Customer Services

NEMHS will ensure high quality and safe customer service in all aspects of service delivery and performance.

(1)Patient Surveys

NEMHS shall randomly conduct patient satisfaction surveys on at least 5 percent of all patients transported in a given contract year. Surveys must be evenly spaced throughout the year. An annual report shall be provided to the TOWN within thirty (30) days of the end of each year.

The TOWN shall pre-approve the survey form and reserves the right to review completed individual surveys received by NEMHS.

(2)Inquiries and Complaints

NEMHS shall provide prompt written responses and follow-up to inquiries and complaints. Such responses shall be subject to the limitations imposed by patient confidentiality restrictions.

By the 15th day of each calendar month, NEMHS shall provide the TOWN with a list of all complaints received regarding services provided and their respective dispositions. Copies of such complaints will be made available to the TOWN upon request.

Any complaint received by the TOWN shall be forwarded to NEMHS for action and NEMHS shall advise the disposition of the incident to the TOWN within twenty-one (21) days of receipt.

Section VIII Mutual Aid

NEMHS shall obtain mutual aid from outside sources as may be necessary to ensure NEMHS' ability to provide appropriate EMS coverage under those circumstances when NEMHS is unable to do so with its own vehicles and staff. In these circumstances where NEMHS utilizes mutual aid, NEMHS shall be responsible for bearing all associated costs.

NEMHS will only utilize mutual aid assistance from services that are duly licensed and authorized by Maine EMS to provide emergency medical services.

NEMHS shall be responsible for setting a rate to provide mutual aid to neighboring communities as requested.

Section IX. Liability

D. Hold Harmless

No liability shall attach to the TOWN for entering into this Agreement or because of any act or omission of NEMHS except as expressly provided herein.

E. Third Party Claims

The contract and relationship between the parties, whether or not specified contractually, may expose the TOWN to third party liability claims in connection with the exercise of its government functions. It is recognized that undertaking referral,

dispatch and related functions by the TOWN as anticipated by this Agreement may result in a claim or the finding of a special relationship between the TOWN and a third party requesting emergency assistance or other ambulance service which may give rise to TOWN or NEMHS liability. All insurance coverage and the promise of indemnification by NEMHS shall specifically include liability and indemnification protection for any and all third-party claims, direct or indirect, against the TOWN, and their officers, agents and employees except where such third-party claims are related to TOWN negligence or willful misconduct.

This Agreement shall not be construed to provide any benefits to any third parties. Specifically, and without limiting the foregoing, this Agreement shall not create or be construed as creating an exception to the Public Duty Doctrine.

F. Action by NEMHS Employees

NEMHS assumes potential liability for actions brought by its own employees against NEMHS. Solely for the purpose of this indemnification and defense, NEMHS waives any immunity under Maine State workers compensation laws, Title 39-A.

Section X. Insurance

A. Indemnification

NEMHS shall defend, indemnify and hold harmless the TOWN and its officers, employees and agents from and against all claims, damages, losses and expenses arising out of or resulting from the negligent performance of work or by intentional misconduct of NEMHS, its officers, employees or agents under this Agreement. This hold harmless and indemnity agreement shall survive expiration or termination of this Agreement and shall include indemnity against all costs, expenses and/or liabilities incurred in connection with any such injury, loss or damage or in defense of any claim or claims on account thereof.

B. General Liability

NEMHS shall keep in effect at all times commercial general liability insurance and automotive liability insurance policies, each in an amount not less than \$2,000,000. Worker's compensation liability insurance in at least the statutory amount, as amended from time to time (including occupational disease provisions for all employees); and EMT and paramedic professional liability insurance coverage in an amount no less than \$2,000,000 per occurrence and in the aggregate.

All such insurance policies shall name the TOWN, its officers, employees and agents as additional insureds, except that for the purpose of Worker's compensation insurance, NEMHS may provide a written waiver of subrogation rights against the TOWN. NEMHS, prior to the commencement of work under this Agreement shall deliver to the TOWN certificates evidencing such insurance coverages, which certificates shall state that NEMHS must provide written notice to the TOWN at least thirty (30) days prior to cancellation, non-renewal, material modification or expiration of any policies, evidenced by return receipt of United States Certified Mail. Replacement certificates

shall be delivered to the TOWN prior to the effective date of cancellation, termination, material modification or expiration of any such insurance policy.

NEMHS shall not commence work under this Agreement until it has obtained all insurance coverages required under this section and all such insurance certificates have been delivered to and approved by the TOWN. If at any time insurance coverage for NEMHS, as required herein, is suspended or terminated, NEMHS shall immediately notify the TOWN, and NEMHS shall immediately request mutual aid which must be approved by the TOWN, and NEMHS shall pay any cost incurred by the TOWN for said mutual aid. If insurance coverage for NEMHS is not reinstated within forty-eight (48) hours, the TOWN may immediately terminate this Agreement in its sole discretion.

NEMHS and its employees and agents, during the performance of this Agreement, act as independent contractors in all respects and not as officers or employees of the TOWN. NEMHS and its employees and agents, during the performance of this Agreement shall not hold themselves out as employees of the TOWN. Any personnel needed to fulfill the obligations of this Agreement shall be employed by NEMHS which shall be wholly responsible for complying with applicable state and federal laws, including, but not limited to Worker's compensation and minimum wage. As an independent contractor, NEMHS is also responsible for maintaining its equipment in a safe, operable and legal condition.

Section XI. Compliance with Agreement

A. Non-Compliance with Agreement (Violation)

The TOWN may issue Notices of Contract Violation and assess liquidated damages for failure of NEMHS to comply with a term or condition of this Agreement. Section XI liquidated damages do not apply to response time liquidated damages. Response time liquidated damages are set forth solely in Section II.N. above.

B. Liquidated Damages

In the event the NEMHS fails to meet its service and/or quality obligations under the agreement, the itemized liquidated damages shall apply. Liquidated damages established herein have been determined based on the estimated damages that will occur to the TOWN in the event the NEMHS fails to comply with the contractual conditions. The TOWN and the citizens it serves require qualified and timely ambulance services and it will be difficult, if not impossible, to precisely prove the amount of damages when such services are not provided consistent with the terms of

this Agreement. The NEMHS agrees and recognizes that the liquidated damage amounts specified herein are a reasonable estimate of the damages the TOWN will incur. Nothing in this Section shall be construed to limit any remedies, including termination, provided for herein with respect to any nonperformance, breach, or default by the NEMHS.

Liquidated Damages shall be:

1. First Violation: Notice of Contract Violation and/or Liquidated Damages up to \$1,000.
2. Second Violation: Liquidated Damages not to exceed \$3,000
3. Three or More Violations: Liquidated Damages not to exceed \$5,000 for each violation.

Depending on the nature of the violation, liquidated damages shall be assessed on a daily basis for each and every violation.

All liquidated damages shall be paid to the TOWN within thirty (30) days after the written Notice of Contract Violation issued by the TOWN unless a "Request for Hearing" is made. For each additional thirty (30) days for which the liquidated damages are unpaid, an additional 100% shall be added to the original damage amount.

C. Hearing

The TOWN shall issue a Notice of Contract Violation or liquidated damages which shall be served upon NEMHS either in person or by certified mail. The notice shall set a hearing date and time at which NEMHS's authorized representative may appear in person before the EMS Performance Committee to show cause why the Notice of Contract Violation, or liquidated damages should not occur. The EMS Performance Committee shall issue a written decision within five (5) business days after the hearing. This decision shall be final and binding upon NEMHS.

Section XII. Termination

A. Termination Without Cause

The NEMHS or the TOWN may terminate this Agreement without cause with 180 days written notice.

B. Termination for Material Breach

The TOWN shall notify NEMHS in writing of any failure to meet performance standards. Said notice shall set forth in detail the nature of the performance failure so that NEMHS can assess the alleged failure and make a reasonable effort to remedy the performance failure. NEMHS, upon receipt of a notice alleging a performance failure, shall have thirty (30) days to cure the performance deficiency. The TOWN agrees to work with NEMHS in curing the failure if requested to do so by NEMHS. In the event that NEMHS fails to cure the performance failure, the TOWN may elect to terminate this Agreement upon written notice to NEMHS as set forth below.

This Agreement may be terminated by either party for non-performance upon ninety (90) days written notice to the other party.

C. Non-performance

By NEMHS shall include any material breach of the Agreement including the following: a) failure to meet established performance standards; b) failure to maintain State-required licenses and certifications; c) failure to reasonably meet established response time specifications, or d) failure to meet other agreed upon performance standards in a manner that is satisfactory to the EMS Performance Committee, when so recommended by the TOWN'S EMS Performance Committee representative(s) and approved by the Select Board of the TOWN.

Section XIII. Miscellaneous Provisions

A. Applicable Law

This Agreement is to be performed under the laws of the State of Maine.

For any dispute, controversy or claim arising out the terms or conditions of this Agreement, the Parties shall resolve the dispute, controversy or claim by Arbitration through a single Arbiter, pursuant to the Commercial Rules of the American Arbitration Association, which shall be conducted in Knox County, Maine. The prevailing party, as determined by the Arbiter, shall be awarded reasonable attorney fees, cost and expenses.

B. Compliance with Law

The parties shall comply with all federal, state and local laws, rules and regulations, (including but not limited to the federal Anti-Kickback Statute) now or hereafter existing, in particular: Title 32, Chapter 2-B: Maine Emergency Medical Services Act of 1982. Pertaining to emergency medical care, transportation services and ambulance rules and regulations.

C. Non-Discrimination

The NEMHS shall comply with all applicable federal, state and local non-discrimination laws.

D. Consumer Protection

Unfair, fraudulent or deceptive practices by the parties are prohibited.

Conduct of business in a manner unfair or unsafe to the public or persons requiring ambulance services is prohibited.

E. Savings Clause

If any provision of this Agreement is made invalid or unenforceable, such action

shall not invalidate the entire Agreement. The provisions not made invalid or unenforceable shall remain in full force and effect.

F. Provisions to Add a New Local Government

Participation in, what is currently, the four town Cooperative is open to other local government units in Knox and Waldo County providing EMS services provided (1) the EMS Performance Committee approves the participation of additional governmental units, (2) expansion of service for the additional governmental units will not unreasonable affect the ability of NEMHS to meet its performance metrics and other obligations under the terms of this agreement, (3) the local governmental unit executes an agreement similar in scope and service to this Agreement, ~~and~~ (4) notice is provided to the Town of ~~Camden~~Rockport prior to the execution of said additional Agreements and thereafter NEMH shall obtain written permission from the Town, provided however, said permission shall not be unreasonably ~~withheld~~^[AC6], and (5) any new local government agrees to join the four town cooperative which includes entering to the.

IN WITNESS WHEREOF, THE PARTIES hereto have caused this Agreement to be executed on the day and year set forth herein above.

TOWN OF ~~Rockport~~CAMDEN

BY
ITS:
DATE:

NORTH EAST MOBILE HEALTH SERVICES

BY:
ITS:
DATE:



Agreement

By and Between Inhabitants of the Town of Rockport

And

North East Mobile Health Services

For

Emergency Medical Services

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Preamble

This Agreement entered into on the 29th day of June, 2018 by and between the Inhabitants of the Town of Rockport, Maine, a municipal corporation organized under the laws of the State of Maine with a mailing address of 101 Main Street , Rockport, Maine, located in the County of Knox, State of Maine (hereinafter known as the "TOWN") and North East Mobile Health Services, a Maine business corporation with a mailing address of 24 Washington Avenue, Scarborough, Maine 04074, located in the County of Cumberland, State of Maine (hereinafter known as "NEMHS") with a base location in Rockport , Maine.

WHEREAS, the TOWN wishes to engage NEMHS to provide emergency medical and transport services to the TOWN in association with the towns of Hope, Lincolnville and Camden; and

WHEREAS, NEMHS wishes to provide the aforementioned services;

NOW, in consideration of the mutual promises and covenants contained in this Agreement, it is hereby agreed as follows:

Section I. General Conditions

Term

This Agreement shall be in force for a period of one (1) year commencing on July 1, 2018 and ending on June 30, 2019 unless earlier terminated by either party in accordance with the terms of this Agreement. The TOWN may elect to renew this Agreement for an additional two (2) year term provided that (a) the parties are able to agree on a contract price for the renewal term, and (b) the TOWN provides NEMHS with written notice of its election to renew at least ninety (90) days prior to the expiration of the then current contract term.

Service

Commencing at 12:01 a.m. on July 1, 2018 and continuing on for the duration of this Agreement, NEMHS agrees to provide Emergency Medical Services (EMS) within the territorial limits of the TOWN whenever requested, for the entire term of the Agreement. All services provided by NEMHS shall be consistent with prevailing professional standards in the emergency medical services community in Mid-Coast Maine and as established by the Maine Office of Emergency Medical Services ("Maine EMS") as well as those specified in this agreement. Transportation of patients will be to the hospital deemed most appropriate based on the needs of the patient and consistent with Maine EMS protocols. Whenever practical and reasonable to do so, the patient's choice of hospitals will be honored.

Terms and Conditions of Agreement

The Town of Rockport and Northeast Mobile Health Services (NEMHS) hereby agree as follows:

Section II. Emergency Medical Services and Performance Requirements

A. Ambulance Service

NEMHS shall provide Advanced Life Support and Basic Life Support (ALS & BLS-Paramedic) emergency ambulance services at the request of the Town twenty-four (24) hours daily, seven (7) days a week

Basic Life Support is defined as calls dispatched with the "ALPHA" (A) and "BRAVO" (B) determinant codes and Advanced Life Support is defined as calls dispatched with the "ECHO" (E), "DELTA" (D), "CHARLIE" (C), and "OMEGA" (O) determinant codes. All persons needing service shall be served without regard to place of residence, financial condition, medical insurance coverage or type of ailment or injury suffered.

B. Other Services

NEMHS shall also provide the following services and training as required:

- (1) Mountain Rescue
- (2) First Aid Training
- (3) Cardiopulmonary Resuscitation Training

C. Response Level

NEMHS shall respond immediately for emergency medical services with a paramedic staffed vehicle **for 97% of calls requiring ALS**

As per Section VIII NEMHS shall have mutual aid agreements in place in the event NEMHS cannot immediately respond to any call for emergency service (i.e., enroute to the call within two (2) minutes).

D. Penalties for Insufficient Response Levels

NEMHS will pay the following penalties to the TOWN for failure to meet the response level performance standards identified in section II. C. within the quarterly reporting period:

Paramedic Response Rate	ALS Calls
96% - 94%	\$5,000
93% - 90%	\$10,000
89% - 85%	\$15,000
84% - 80%	\$20,000
79% - 75%	\$25,000
74% - 70%	\$30,000
69% - 65%	\$35,000
64% - 60%	\$40,000
59% - 55%	\$45,000
54% - 50%	\$50,000

E. Average Response Time Performance Requirements

"Response Time" is defined as the total time from when the call is acknowledged by NEMHS to the time NEMHS's ambulance arrives at the incident. Average response times for the Town of Rockport will be **8 minutes**.

F. Compliance Requirements

1. NEMHS shall respond with paramedic staffed vehicles to 97% of ALS calls measured quarterly by combining response levels for all 4 towns.
2. NEMHS shall comply with the indicated average Response Time.

The NEMHS will provide a quarterly report for required compliance for the combined 4 towns as well as a breakdown for each individual town and the percentage of on time performance.

For clarity, there are total of eight (8) compliance measurements that NEMHS's performance is measured on a quarterly basis. An illustration of the eight (8) quarterly compliance measures is set forth in Section IV. B.

G. Response Time Penalties

If the NEMHS *fails to meet response time performance standards* and the EMS Performance Committee does not grant an exception to the delay, NEMHS shall pay the following penalties:

Average Response Time	Penalty
8:00 to 8:30	\$5,000
8:30 to 9:00	\$10,000
9:00 to 9:30	\$15,000
10:00 to 10:30	\$20,000
10:30 to 11:00	\$25,000
11:00 & up	\$30,000

Nothing in this section shall be construed to limit any remedies, including termination, provided for in this Agreement with respect to any nonperformance, breach or default by NEMHS.

If mitigating circumstances arise that contribute to high average response times NEMHS can request the EMS Performance Committee to determine whether there were acceptable mitigating circumstances that caused or significantly contributed to a high average response time. If the Committee approves the mitigating circumstances, the call shall not be included when averaging quarterly response times.

H. Response Level and Response Time Performance Monitoring

The NEMHS shall provide to the EMS Performance Committee by the fifteenth (15th) day of each calendar month, a report detailing its response time performance for responses under this Contract during the preceding month and any requests for exemptions. The report will, at a minimum, include date of service, identify the

town, Incident Number, incident address, dispatch time, and on scene time. NEMHS shall document each instance wherein:

1. A paramedic ambulance was unavailable to respond and the reason; and
2. The response resulted in a response time in excess of the average response time performance standard and shall detail the reason for such delayed response time.

NEMHS shall take all steps necessary to eliminate causes of poor response level and response time performance and upon request shall provide the Contract Administrator with a summary of such corrective actions.

I. Appeal of Response Level and Response Time Penalties

Within thirty (30) days of receipt, NEMHS may request, in writing, reconsideration of the per call response level penalties set forth in Section II.D. and response time penalties set forth in Section II.H.

The EMS Performance Committee either denies review or upholds the response time penalties after review of the call. The ruling by the EMS Review Committee shall be final.

J. Special Events

NEMHS shall cooperate with the Towns in developing and implementing operations plans for special events.

K. Ambulance Standby

At the request of the Emergency Operation Directors for the four towns, NEMHS will provide standby service at a disaster, major fire incident, special weapons and tactics (SWAT) operation or other emergency incident at no cost.

If an incident requires more standby ambulance units than it can provide, NEMHS shall call for additional ambulances including, when necessary, from other ambulance service providers in the region.

L. Performance Incentive

The Select Boards of the four Towns, upon recommendation of the EMS Performance Committee, may implement an additional one (1) year, renewal for each year the NEMHS is meeting the performance standards identified in this Agreement to a maximum of three years.

M. Disaster Planning

The NEMHS shall actively participate in disaster planning and exercises as requested by the four towns.

Section III. Fees and Contract Price

A. Fees

NEMHS agrees that it will charge a reasonable fee consistent with local industry standards for EMS services rendered within the TOWN and that it will bill the patient or such other person as may be responsible for the patient. NEMHS further agrees that it will bill the patient's third party payor(s), if any, including Medicare, MaineCare, private insurance or any other payor. The TOWN shall not be responsible for any payment or collection of a patient's bill.

B. Contract Price

In consideration for the services rendered to the TOWN pursuant to the terms of this Agreement NEMHS shall charge and the TOWN agrees to pay an annual subsidy (contract price) to NEMHS as follows:

For the contract year commencing on July 1, 2019 the subsidy shall be \$83,811.00

Payments of the contract price may be made in equal quarterly payments that shall be due and payable on July 30th, October 30th, January 30th and April 30th of each year.

Notwithstanding any other provision of this Agreement to the contrary, the parties agree that the contract price is payable by the TOWN from appropriations made each year at the Town Meeting. In the event that an insufficient amount to fund NEMHS under this Agreement is appropriated at the TOWN MEETING, this Agreement may be terminated by the Select Board without further obligation on behalf of the TOWN. In such event the Select Board shall certify in writing to NEMHS that sufficient funds are not available to fund the TOWN'S obligation under this Agreement, and such certification shall be binding and conclusive with respect to both parties. In the event that sufficient funds are not available, NEMHS, in its discretion, may discontinue providing services under this Agreement within sixty (60) days following certification of insufficient funds by the TOWN.

Section IV. Agreement Administration, Reporting & Monitoring

A. Representatives

The TOWN shall at all times under this Agreement act through its Town Manager, as designated by the Select Board, and NEMHS shall at all times act through its Chief/CEO or Deputy Chief or such other officer identified to the TOWN by NEMHS as having sufficient authority.

B. Reporting

In order to validate that NEMHS has met the performance indicators stipulated in Section II. B. & C. NEMHS will submit a monthly performance report the month after the commencement date of this Agreement to the TOWN through the TOWN'S

Representative that includes the following:

Report Example

Town	No Transport #	# Calls	# Timely Responses	% in Compliance – Average Response Time	# With Paramedic Response	% in Compliance - Paramedic Response
Camden						
Hope						
Lincolntonville						
Rockport						
Total						

NEMHS will also prepare quarterly reports for the EMS Performance Committee that include the information on the “Report Example” above as well as any data on the use or provision of mutual aid, any training activities conducted for TOWN employees and/or volunteers, any major upgrades to communications and/or equipment.

Upon request, NEMHS will provide an update regarding EMS performance to the TOWN at a Select Board meeting. NEMHS shall also submit an annual report of all EMS activities within the TOWN for inclusion in the Annual Town Report.

In addition, any serious incident, such as a death during a response, while on scene or during a transport, will be reported by NEMHS to the Town’s Representative within 24 hours.

C. Monitoring

NEMHS’ Representative shall attend quarterly meetings with the EMS Performance Committee. The Committee will review Response Level and Response Time performance quarterly and evaluate whether changes are necessary.

The NEMHS Rockport Division Chief shall meet every other month with the Fire Chiefs

of Camden, Hope, Lincolnville and Rockport and, when required, the Camden-Rockport Police Chief(s), to review monthly performance reports. Any issues identified during these meetings that cannot be addressed operationally will be referred to the EMS Performance Committee.

Section V. Personnel

A. Certification of Personnel

NEMHS represents that all ambulance personnel have successfully completed authorized training courses at their respective license levels and are duly licensed to practice by Maine EMS.

All personnel are required to maintain current certification in cardiopulmonary resuscitation through the successful completion of American Heart Association CPR training programs, and to successfully complete either an AVOC (Ambulance Vehicle Operators Course) or an approved EVOC (Emergency Vehicle Operators Course).

Paramedics are required to successfully complete an American Heart Association course in Advanced Cardiac Life Support.

B. Employee Training & Professional Development

Though not required of all personnel, NEMHS regularly makes available a number of nationally recognized programs such as PHTLS (Prehospital Trauma Life Support), AMLS (Advanced Medical Life Support), PEPP (Pediatric Education for Prehospital Professionals) and the Maine EMS PIFT (Paramedic Inter-facility Transport) program to its personnel. Such programs are integral parts of NEMHS'S comprehensive program of continuing education.

C. Ambulance Driver Training

In addition to the foregoing, all personnel who operate NEMHS vehicles must meet the standards of both NEMHS and its insurance carrier. Driving records of all NEMHS applicants are reviewed prior to hire and driving records of all personnel are reviewed on an ongoing basis by NEMHS's insurance carrier to ensure that personnel have not received violations or been involved in accidents that would render them ineligible to drive NEMHS vehicles under current NEMHS and insurance carrier standards.

NEMHS shall provide Ambulance Driver training to all Town Firefighters as requested.

D. Incident Command System

NEMHS shall train all its employees assigned to any part of the four Town service area on the National Incident Management System (NIMS) within ninety (90) days of the Agreement effective date. All employees working in the field will be trained on NIMS IS 700, NIMS IS 800, NIMS ICS 100 and NIMS ICS 200. Supervisors and managers shall also be trained in ICS 300. NEMHS shall provide the TOWN with written verification that the training is completed.

NEMHS shall conduct continuing training as needed to maintain proficiency for all employees.

Section VI. Communications

A. Communications with Ambulances

NEMHS shall maintain twenty-four (24) hours daily, seven (7) days a week direct communication between its ambulances at any location within their service area and the Knox County dispatch center.

B. Telephone and Radio Recording

All telephone lines on which calls for service can be received shall be continuously recorded when in use with a time and date stamp. Telephone line recordings shall be maintained for one hundred eighty (180) days.

All radio communications are to be recorded with a date and time stamp and maintained for one hundred eighty (180) days.

The TOWN is authorized to have copies of any telephone and radio communications for incidents in which Knox County Communications resources are dispatched or should have been dispatched in accordance with this Agreement.

C. Two-Way Communications

NEMHS will, at its own expense, provide for two-way radio communications between its units, Knox County Dispatch and the Fire Departments of the Four Towns.

If Knox County Dispatch changes two-way radio frequencies during the term of this Agreement, the NEMHS is responsible for making necessary modifications at its own expense to maintain communications.

D. System Upgrades

The NEMHS shall cooperate with the TOWN and Knox County Dispatch during planning and implementing upgrades and enhancements to communications systems.

Section VII. Quality Assurance

A. Rules and Standards for Quality Improvement

State and local rules, regulations and standards relating to the operation of ambulances shall be met at all times. NEMHS shall follow the Maine State Emergency Medical Service (EMS) Protocols / Guidelines / Operating Procedures established by Maine EMS.

B. Patient Care Performance Standards Monitoring

NEMHS and the Fire Chiefs of the four towns shall meet at least quarterly to discuss matters of concern and review adherence to patient care performance standards,

transport protocols and operational concerns. These meetings are intended to maintain open and proactive communications, resolve problems and provide an arena to confer about performance on the part of NEMHS and the Fire Departments of the four towns. Clinical data shared in these meetings will be aggregate and will summarize performance on areas of clinical care and not as singular events. NEMHS and the Fire Chiefs will work together to determine which areas of care the group wants to focus and research.

The 4 Towns and the Fire Chiefs understand that topics discussed in these meeting may be confidential and protected. Any Protected Health Information that may be discussed must only be used for the purpose of these meetings and may not be used, discussed or disseminated outside of the meetings.

C. Customer Services

NEMHS will ensure high quality and safe customer service in all aspects of service delivery and performance.

(1) Patient Surveys

NEMHS shall randomly conduct patient satisfaction surveys on at least 5 percent of all patients transported in a given contract year. Surveys must be evenly spaced throughout the year. An annual report shall be provided to the TOWN within thirty (30) days of the end of each year.

The TOWN shall pre-approve the survey form and reserves the right to review completed individual surveys received by NEMHS.

(2) Inquiries and Complaints

NEMHS shall provide prompt written responses and follow-up to inquiries and complaints. Such responses shall be subject to the limitations imposed by patient confidentiality restrictions.

By the 15th day of each calendar month, NEMHS shall provide the TOWN with a list of all complaints received regarding services provided and their respective dispositions. Copies of such complaints will be made available to the TOWN upon request.

Any complaint received by the TOWN shall be forwarded to NEMHS for action and NEMHS shall advise the disposition of the incident to the TOWN within twenty-one (21) days of receipt.

Section VIII Mutual Aid

NEMHS shall obtain mutual aid from outside sources as may be necessary to ensure NEMHS' ability to provide appropriate EMS coverage under those circumstances when NEMHS is unable to do so with its own vehicles and staff. In these circumstances where NEMHS utilizes mutual aid, NEMHS shall be responsible for bearing all associated costs.

NEMHS will only utilize mutual aid assistance from services that are duly licensed

and authorized by Maine EMS to provide emergency medical services.

NEMHS shall be responsible for setting a rate to provide mutual aid to neighboring communities as requested.

Section IX. Liability

D. Hold Harmless

No liability shall attach to the TOWN for entering into this Agreement or because of any act or omission of NEMHS except as expressly provided herein.

E. Third Party Claims

The contract and relationship between the parties, whether or not specified contractually, may expose the TOWN to third party liability claims in connection with the exercise of its government functions. It is recognized that undertaking referral, dispatch and related functions by the TOWN as anticipated by this Agreement may result in a claim or the finding of a special relationship between the TOWN and a third party requesting emergency assistance or other ambulance service which may give rise to TOWN or NEMHS liability. All insurance coverage and the promise of indemnification by NEMHS shall specifically include liability and indemnification protection for any and all third-party claims, direct or indirect, against the TOWN, and their officers, agents and employees except where such third-party claims are related to TOWN negligence or willful misconduct.

This Agreement shall not be construed to provide any benefits to any third parties. Specifically, and without limiting the foregoing, this Agreement shall not create or be construed as creating an exception to the Public Duty Doctrine.

F. Action by NEMHS Employees

NEMHS assumes potential liability for actions brought by its own employees against NEMHS. Solely for the purpose of this indemnification and defense, NEMHS waives any immunity under Maine State workers compensation laws, Title 39-A.

Section X. Insurance

A. Indemnification

NEMHS shall defend, indemnify and hold harmless the TOWN and its officers, employees and agents from and against all claims, damages, losses and expenses arising out of or resulting from the negligent performance of work or by intentional misconduct of NEMHS, its officers, employees or agents under this Agreement. This hold harmless and indemnity agreement shall survive expiration or termination of this Agreement and shall include indemnity against all costs, expenses and/or liabilities incurred in connection with any such injury, loss or damage or in defense of any claim or claims on account thereof.

B. General Liability

NEMHS shall keep in effect at all times commercial general liability insurance and automotive liability insurance policies, each in an amount not less than \$2,000,000. Worker's compensation liability insurance in at least the statutory amount, as amended from time to time (including occupational disease provisions for all employees); and EMT and paramedic professional liability insurance coverage in an amount no less than \$2,000,000 per occurrence and in the aggregate.

All such insurance policies shall name the TOWN, its officers, employees and agents as additional insureds, except that for the purpose of Worker's compensation insurance, NEMHS may provide a written waiver of subrogation rights against the TOWN. NEMHS, prior to the commencement of work under this Agreement shall deliver to the TOWN certificates evidencing such insurance coverages, which certificates shall state that NEMHS must provide written notice to the TOWN at least thirty (30) days prior to cancellation, non-renewal, material modification or expiration of any policies, evidenced by return receipt of United States Certified Mail. Replacement certificates shall be delivered to the TOWN prior to the effective date of cancellation, termination, material modification or expiration of any such insurance policy.

NEMHS shall not commence work under this Agreement until it has obtained all insurance coverages required under this section and all such insurance certificates have been delivered to and approved by the TOWN. If at any time insurance coverage for NEMHS, as required herein, is suspended or terminated, NEMHS shall immediately notify the TOWN, and NEMHS shall immediately request mutual aid which must be approved by the TOWN, and NEMHS shall pay any cost incurred by the TOWN for said mutual aid. If insurance coverage for NEMHS is not reinstated within forty-eight (48) hours, the TOWN may immediately terminate this Agreement in its sole discretion.

NEMHS and its employees and agents, during the performance of this Agreement, act as independent contractors in all respects and not as officers or employees of the TOWN. NEMHS and its employees and agents, during the performance of this Agreement shall not hold themselves out as employees of the TOWN. Any personnel needed to fulfill the obligations of this Agreement shall be employed by NEMHS which shall be wholly responsible for complying with applicable state and federal laws, including, but not limited to Worker's compensation and minimum wage. As an independent contractor, NEMHS is also responsible for maintaining its equipment in a safe, operable and legal condition.

Section XI. Compliance with Agreement

A. Non-Compliance with Agreement (Violation)

The TOWN may issue Notices of Contract Violation and assess liquidated damages for failure of NEMHS to comply with a term or condition of this Agreement. Section XI liquidated damages do not apply to response time liquidated damages. Response

time liquidated damages are set forth solely in Section II.N. above.

B. Liquidated Damages

In the event the NEMHS fails to meet its service and/or quality obligations under the agreement, the itemized liquidated damages shall apply. Liquidated damages established herein have been determined based on the estimated damages that will occur to the TOWN in the event the NEMHS fails to comply with the contractual conditions. The TOWN and the citizens it serves require qualified and timely ambulance services and it will be difficult, if not impossible, to precisely prove the amount of damages when such services are not provided consistent with the terms of this Agreement. The NEMHS agrees and recognizes that the liquidated damage amounts specified herein are a reasonable estimate of the damages the TOWN will incur. Nothing in this Section shall be construed to limit any remedies, including termination, provided for herein with respect to any nonperformance, breach, or default by the NEMHS.

Liquidated Damages shall be:

1. First Violation: Notice of Contract Violation and/or Liquidated Damages up to \$1,000.
2. Second Violation: Liquidated Damages not to exceed \$3,000
3. Three or More Violations: Liquidated Damages not to exceed \$5,000 for each violation.

Depending on the nature of the violation, liquidated damages shall be assessed on a daily basis for each and every violation.

All liquidated damages shall be paid to the TOWN within thirty (30) days after the written Notice of Contract Violation issued by the TOWN unless a "Request for Hearing" is made. For each additional thirty (30) days for which the liquidated damages are unpaid, an additional 100% shall be added to the original damage amount.

C. Hearing

The TOWN shall issue a Notice of Contract Violation or liquidated damages which shall be served upon NEMHS either in person or by certified mail. The notice shall set a hearing date and time at which NEMHS's authorized representative may appear in person before the EMS Performance Committee to show cause why the Notice of Contract Violation, or liquidated damages should not occur. The EMS Performance Committee shall issue a written decision within five (5) business days after the hearing. This decision shall be final and binding upon NEMHS.

Section XII. Termination

A. Termination Without Cause

The NEMHS or the TOWN may terminate this Agreement without cause with 180 days written notice.

B. Termination for Material Breach

The TOWN shall notify NEMHS in writing of any failure to meet performance standards. Said notice shall set forth in detail the nature of the performance failure so that NEMHS can assess the alleged failure and make a reasonable effort to remedy the performance failure. NEMHS, upon receipt of a notice alleging a performance failure, shall have thirty (30) days to cure the performance deficiency. The TOWN agrees to work with NEMHS in curing the failure if requested to do so by NEMHS. In the event that NEMHS fails to cure the performance failure, the TOWN may elect to terminate this Agreement upon written notice to NEMHS as set forth below.

This Agreement may be terminated by either party for non-performance upon ninety (90) days written notice to the other party.

C. Non-performance

By NEMHS shall include any material breach of the Agreement including the following: a) failure to meet established performance standards; b) failure to maintain State-required licenses and certifications; c) failure to reasonably meet established response time specifications, or d) failure to meet other agreed upon performance standards in a manner that is satisfactory to the EMS Performance Committee, when so recommended by the TOWN'S EMS Performance Committee representative(s) and approved by the Select Board of the TOWN.

Section XIII. Miscellaneous Provisions

A. Applicable Law

This Agreement is to be performed under the laws of the State of Maine.

For any dispute, controversy or claim arising out the terms or conditions of this Agreement, the Parties shall resolve the dispute, controversy or claim by Arbitration through a single Arbiter, pursuant to the Commercial Rules of the American Arbitration Association, which shall be conducted in Knox County, Maine. The prevailing party, as determined by the Arbiter, shall be awarded reasonable attorney fees, cost and expenses.

B. Compliance with Law

The parties shall comply with all federal, state and local laws, rules and regulations, (including but not limited to the federal Anti-Kickback Statute) now or hereafter existing, in particular: Title 32, Chapter 2-B: Maine Emergency

Medical Services Act of 1982. Pertaining to emergency medical care, transportation services and ambulance rules and regulations.

C. Non-Discrimination

The NEMHS shall comply with all applicable federal, state and local non-discrimination laws.

D. Consumer Protection

Unfair, fraudulent or deceptive practices by the parties are prohibited.

Conduct of business in a manner unfair or unsafe to the public or persons requiring ambulance services is prohibited.

E. Savings Clause

If any provision of this Agreement is made invalid or unenforceable, such action shall not invalidate the entire Agreement. The provisions not made invalid or unenforceable shall remain in full force and effect.

F. Provisions to Add a New Local Government

Participation in, what is currently, the four town Cooperative is open to other local government units in Knox and Waldo County providing EMS services provided (1) the EMS Performance Committee approves the participation of additional governmental units, (2) expansion of service for the additional governmental units will not unreasonable affect the ability of NEMHS to meet its performance metrics and other obligations under the terms of this agreement, (3) the local governmental unit executes an agreement similar in scope and service to this Agreement, (4) notice is provided to the Town of Rockport prior to the execution of said additional Agreements and thereafter NEMH shall obtain written permission from the Town, provided however, said permission shall not be unreasonably withheld and (5) any new local government agrees to join the four town cooperative which includes entering to the .

IN WITNESS WHEREOF, THE PARTIES hereto have caused this Agreement to be executed on the day and year set forth herein above.

TOWN OF Rockport

BY:

ITS:

DATE:

NORTH EAST MOBILE HEALTH SERVICES

BY:

ITS:

DATE:

5/7/2018

A lot has been in the news lately about the Islesboro Ferry rate increase and I wanted to take the time to explain this issue from an Islesboro residents' perspective. There are three main issues that I would like to address: (1) process failure; (2) new rate structure inequality; and (3) the probable change in Islesboro. There is also a reasonable increase in fares which I can suggest.

With respect to the process failure, MDOT held hearings and solicited input from the various islands on a variety of rate structure proposals. Islesboro actively participated in the process—we wrote letters, reviewed and commented on many rate structure proposals, and hosted a meeting on Islesboro to discuss the MDOT preference for charging out of state residents more. However, the first time we even heard of the new flat rate structure that significantly increases rates for Islesboro residents was when MDOT adopted it two weeks ago. As a result, there was no opportunity for residents to provide meaningful feedback on this proposal before it was adopted. Islesboro residents rightly feel that the meetings and process were a farce that bore no relation to the ultimate decision.

Next, every relevant metric demonstrates that the new rate structure is inequitable. First, under the new rate structure, Islesboro will pay more per mile than any other island—approximately 5 times more per mile than North Haven and Vinalhaven and twice as much as Swans Island. While MDOT describes the cost per mile system as “antiquated,” there is a reason that it costs more to take a bus to New York than to Boston. Next, Islesboro already pays a larger percentage of its cost than any other island at 66%. After this rate increase, Islesboro ferry revenue will cover a whopping 111% of the cost to run the ferry. In comparison, Swans Island revenue will cover 45% of their cost. Vinalhaven revenue will cover 36% of their cost. North Haven will cover 34% of their cost. I don't believe any objective person could find this equitable or reasonable, and Islesboro residents certainly do not.

Finally, this rate structure change will have a permanent and lasting effect on the Islesboro community. Currently Islesboro has no bank, no hair salon, no full service medical facility, no dentist and one restaurant that is only open two nights a week. Every errand, doctor's appointment, haircut, dentist visit, etc. requires a trip on the ferry. Families with three children (over 12 but under 18) will have to pay \$74 to take the ferry, when previously it cost them \$35.75. On top of the direct transportation cost, the cost of all other goods and services—including heating oil—will increase. Note that Islesboro is the only island that will see an increase in the cost for freight trucks. The compounding effect of higher ticket prices and higher cost of goods and services will likely be that families leave Islesboro because they can no longer afford to live here. With the cost more than doubling with a single month notice, there is no time for families to adapt. Islesboro works hard to maintain a thriving K-12 school and recently opened a pre-school. This rate increase has the potential to close the school within several years. From there it will be a short time before Islesboro ceases to be a year-round community. If this happens the ridership on Islesboro's ferry and the corresponding MSFS revenue will plummet.

Islesboro continues to support an increase of all rates across the board by the percentage needed to meet the budget shortfall (~16%). All ticket prices should be rounded up to the nearest quarter to cover any loss in ridership and make it easier for line attendants to make change. Islesboro welcomes the opportunity to discuss this further with MDOT and other island communities.

5/7/2018

Gabriel Pendleton
Islesboro Select Board

Supporting Data:

Revenue as a percentage of cost for each ferry based on the current rate structure.

	Expense	Revenue	Percent
Islesboro	\$1,970,000	\$1,300,000	65.99%
Swans/Frenchboro	\$1,970,000	\$900,000	45.69%
Vinalhaven	\$3,940,000	\$1,500,000	38.07%
North Haven	\$1,970,000	\$700,000	35.53%

Revenue as a percentage of cost for each ferry based on the new rate structure to go into effect May 21, 2018.

	Expense	Revenue	Percent
Islesboro	\$1,970,000	\$2,193,000	111.32%
Swans/Frenchboro	\$1,970,000	\$877,000	44.52%
Vinalhaven	\$3,940,000	\$1,412,000	35.84%
North Haven	\$1,970,000	\$675,500	34.29%

Cost per mile. When putting together the cost per mile I looked at the cost of a single round-trip vehicle ticket in the new rate structure (\$30) and used the round-trip distance available on the MSFS website.

	Round Trip Mileage	Roundtrip Cost	Cost Per Mile
Islesboro	6	\$30	\$5.00
Swans	12	\$30	\$2.50
Frenchboro	16.5	\$30	\$1.82
Vinalhaven	30	\$30	\$1.00
North Haven	25	\$30	\$1.20

TOWN OF ROCKPORT
ANNUAL TOWN MEETING WARRANT
Tuesday, June 12, 2018 and
Wednesday, June 13, 2018

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 Town Office, of the said Town of Rockport, on Tuesday, the 12th day of June, 2018 at 8:00 o'clock in the forenoon to 8:00 o'clock in the evening to vote on Articles 1 through 12 at which time the meeting will adjourn. The adjourned meeting will be reopened on Wednesday, the 13th day of June, 2018 at the Rockport Opera House, at 7:00 o'clock in the evening, then and there to act on the remaining articles in the warrant.

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

Article 2. To elect:

- a. Two Select Board members and overseers of the poor for three-year terms.
- b. One Select Board member and overseers of the poor for a one-year term.
- c. Three Budget Committee members for three-year terms.
- d. Two Library Committee members for three-year terms.
- e. One Director of SAD #28 and to also serve concurrently on the Five Town CSD School Board for a three-year term.
- f. One Director of SAD #28 and to also serve concurrently on the Five Town CSD School Board for a one-year term.

Article 3. Shall an Ordinance entitled, "Ordinance amending the Town of Rockport Land Use Ordinance at Section 200 to update the Zoning Map, including clarifications of building footprint limitations in the 906 and 907 Mixed Business/Residential zoning districts," be enacted?

Planning Board Votes: 6 For, 0 Against, 0 Abstain

RECOMMEND

Select Board Votes: 4 For, 0 Against, 0 Abstain

RECOMMEND

2018 Annual Town Meeting Warrant – continued

Article 4. Shall an Ordinance entitled, “Ordinance amending the Town of Rockport Land Use Ordinance at Section 300 to revise the definitions of Industrial, Medical Office, Tradesman’s Shop, and other uses,” be enacted?

Planning Board Votes: 6 For, 0 Against, 0 Abstain RECOMMEND

Select Board Votes: 4 For, 0 Against, 0 Abstain RECOMMEND

Article 5. Shall an Ordinance entitled, “Ordinance amending the Town of Rockport Land Use Ordinance at Section 917 to revise the uses for which a Special Exception is required in various zoning districts,” be enacted?

Planning Board Votes: 6 For, 0 Against, 0 Abstain RECOMMEND

Select Board Votes: 4 For, 0 Against, 0 Abstain RECOMMEND

Article 6. Shall an Ordinance entitled, “Ordinance amending the Town of Rockport Land Use Ordinance at Sections 300 and 918 to revise the definition of Congregate Housing and to reduce the minimum lot area required per bedroom for this type of housing in various zoning districts,” be enacted?

Planning Board Votes: 6 For, 0 Against, 0 Abstain RECOMMEND

Select Board Votes: 4 For, 0 Against, 0 Abstain RECOMMEND

Article 7. Shall an Ordinance entitled, “Ordinance amending the Town of Rockport Land Use Ordinance at Section 918 reducing the minimum lot area per dwelling unit for Multifamily uses connected to public sewer in various zoning districts,” be enacted?

Planning Board Votes: 6 For, 0 Against, 0 Abstain RECOMMEND

Select Board Votes: 4 For, 0 Against, 0 Abstain RECOMMEND

Article 8. Shall an Ordinance entitled, “Ordinance amending the Town of Rockport Land Use Ordinance deleting and replacing Section 703.3 ‘Special Exceptions,’ with a new Section 919 ‘Conditional Uses,’ removing jurisdiction from the Zoning Board of Appeals to the Planning Board; simplifying criteria for approval, and making minor revisions for consistency with these changes throughout the Ordinance,” be enacted?

Planning Board Votes: 6 For, 0 Against, 0 Abstain RECOMMEND

Select Board Votes: 4 For, 0 Against, 0 Abstain RECOMMEND

2018 Annual Town Meeting Warrant – continued

Article 9. Shall an Ordinance entitled, “Ordinance amending the Town of Rockport Land Use Ordinance, making minor corrections and clarifications throughout,” be enacted?

Planning Board Votes: 6 For, 0 Against, 0 Abstain RECOMMEND
Select Board Votes: 4 For, 0 Against, 0 Abstain RECOMMEND

Article 10. Shall an Ordinance entitled, “Ordinance amending the Town of Rockport Coastal Waters and Harbor Ordinance allowing ‘Special Exceptions’ from certain requirements upon a recommendation from the Harbor Committee and approval by the Select Board, and making minor revisions throughout,” be enacted.

Harbor Committee Votes: 4 For, 0 Against, 0 Abstain RECOMMEND
Select Board Votes: 4 For, 0 Against, 0 Abstain RECOMMEND

Article 11. To see if the Town will vote to raise and appropriate the following for General Government for the 2018/2019 fiscal year:

A.	Administration.....	\$40,725
B.	Town Manager.....	\$321,760
C.	Town Clerk.....	\$232,980
D.	Planning & Community Development	\$213,710
E.	Finance	\$146,096
F.	Assessing.....	\$228,102
G.	Town Office Building.....	\$159,302
H.	Insurance.....	\$72,128
	Total.....	\$1,414,803

Budget Committee Votes: 6 For, 1 Against, 1 Abstain RECOMMEND
Select Board Votes: 3 For, 1 Against, 0 Abstain RECOMMEND

Article 12. To see if the Town will vote to raise and appropriate the following for Public Assistance for the 2018/2019 fiscal year:

A.	General Assistance	\$27,145
	Total.....	\$27,145

Budget Committee Votes: 8 For, 0 Against, 0 Abstain RECOMMEND
Select Board Votes: 4 For, 0 Against, 0 Abstain RECOMMEND

2018 Annual Town Meeting Warrant – continued

Article 13. To see if the Town will vote to raise and appropriate the following for Public Safety for the 2018/2019 fiscal year:

A.	Police Department	\$631,563
B.	Fire Department	\$500,728
C.	West Rockport Fire Station	\$5,519
D.	Other Public Safety Services	\$318,567
E.	Animal Control	\$5,349
F.	Harbormaster	\$173,760
G.	Public Safety Building	\$34,755
H.	Emergency Management	\$3,060
	Total	\$1,673,301

Budget Committee Votes: 8 For, 0 Against, 0 Abstain	RECOMMEND
Select Board Votes: 4 For, 0 Against, 0 Abstain	RECOMMEND

Article 14. To see if the Town will vote to raise and appropriate the following for Public Works for the 2018/2019 fiscal year:

A.	Public Works	\$1,739,231
B.	Sanitation	\$161,141
	Total	\$1,900,372

Budget Committee Votes: 8 For, 0 Against, 0 Abstain	RECOMMEND
Select Board Votes: 3 For, 1 Against, 0 Abstain	RECOMMEND

Article 15. To see if the Town will vote to raise and appropriate the following for Culture and Recreation for the 2018/2019 fiscal year:

A.	Library	\$436,852
B.	Conservation Commission	\$9,041
C.	Parks	\$55,810
D.	Opera House	\$115,325
E.	Library Building (1 Limerock)	\$2,851
F.	Recreation	\$54,950
	Total	\$674,829

Budget Committee Votes: 7 For, 1 Against, 0 Abstain	RECOMMEND
Select Board Votes: 4 For, 0 Against, 0 Abstain	RECOMMEND

2018 Annual Town Meeting Warrant – continued

Article 16. To see if the Town will vote to raise and appropriate the following for Long Term Debt (Debt Payments) for the 2018/2019 fiscal year:

A. Debt\$172,905

Total.....\$172,905

Budget Committee Votes: 8 For, 0 Against, 0 Abstain RECOMMEND

Select Board Votes: 4 For, 0 Against, 0 Abstain RECOMMEND

Article 17. To see if the Town will vote to raise and appropriate the following for County Fees for the 2018/2019 fiscal year:

A. County Service, E-911.....\$65,984

B. County Service, Dispatch\$32,512

Total.....\$98,496

Budget Committee Votes: 8 For, 0 Against, 0 Abstain RECOMMEND

Select Board Votes: 4 For, 0 Against, 0 Abstain RECOMMEND

Article 18. To see if the Town will vote to raise and appropriate the following for Cemeteries and Special Assessments for the 2018/2019 fiscal year:

A. Cemeteries\$75,708

B. Special Assessments.....\$6,800

Total.....\$82,508

Budget Committee Votes: 8 For, 0 Against, 0 Abstain RECOMMEND

Select Board Votes: 4 For, 0 Against, 0 Abstain RECOMMEND

Article 19. To see if the Town will vote to raise and appropriate the following for Provider Agencies for the 2018/2019 fiscal year:

A. Provider Agencies..... \$3,500

Total.....\$3,500

Budget Committee Votes: 6 For, 2 Against, 0 Abstain RECOMMEND

Select Board Votes: 4 For, 0 Against, 0 Abstain RECOMMEND

2018 Annual Town Meeting Warrant – continued

Article 20. To see if the Town will vote to raise and appropriate the following as Revenue from the following sources to be used in reducing the property tax assessment for the 2018/2019 fiscal year:

A.	General Government.....	\$1,105,191
B.	Public Assistance.....	\$12,880
C.	Public Safety.....	\$279,753
D.	Public Works.....	\$81,450
E.	Culture and Recreation.....	\$114,859
F.	All Other – Cemeteries.....	\$5,350
G.	Unassigned Fund Balance.....	\$345,765
H.	Special Assessments.....	\$127,000
	Total.....	\$2,072,248

Budget Committee Votes: 8 For, 0 Against, 0 Abstain RECOMMEND
Select Board Votes: 4 For, 0 Against, 0 Abstain RECOMMEND

Article 21. To see if the Town will vote to authorize the transfer of all unexpended balances to fund balance and to authorize the overdrafts that may occur in the Town operations in the 2018/2019 budget to be taken from fund balance?

Budget Committee Votes: 8 For, 0 Against, 0 Abstain RECOMMEND
Select Board Votes: 4 For, 0 Against, 0 Abstain RECOMMEND

Article 22. To see if the Town will vote to authorize the payment of tax abatements and applicable interest from the property tax overlay account?

Budget Committee Votes: 8 For, 0 Against, 0 Abstain RECOMMEND
Select Board Votes: 4 For, 0 Against, 0 Abstain RECOMMEND

Article 23. To see if the Town will vote to authorize the Select Board, on behalf of the Town to sell and dispose of any real estate acquired by the Town for non-payment of taxes thereon, on such terms as they deem advisable, and to execute quit claim deeds for the property. The sale or disposal shall be made only after consultation with the Planning Board and the Conservation Commission, except for the purpose of clearing title or of reconveyance of real estate to the original owner or in the case of time-share units, reconveyance back to the original owner or the time-share estates association of unit owners; property to be disposed of by written policy and on terms the Select Board deem advisable.

Select Board Votes: 4 For, 0 Against, 0 Abstain RECOMMEND

2018 Annual Town Meeting Warrant – continued

Article 24. To see if the Town will vote to authorize the Select Board, on behalf of the Town to sell and dispose of any real estate acquired by the Town for non-payment of wastewater thereon, on such terms as they deem advisable, and to execute quit claim deeds for the property. The sale or disposal shall be made only after consultation with the Planning Board and the Conservation Commission, except for the purpose of clearing title or of reconveyance of real estate to the original owner. Property to be disposed of by written policy and on terms the Select Board deem advisable.

Select Board Votes: 4 For, 0 Against, 0 Abstain RECOMMEND

Article 25. To see if the Town will vote to set October 15, 2018 and April 16, 2019 as the tax installment due dates.

Select Board Votes: 4 For, 0 Against, 0 Abstain RECOMMEND

Article 26. To see if the Town will vote to set October 16, 2018 and April 17, 2019 as the tax delinquency dates and to fix the rate of interest on delinquent taxes at 7.00% interest per year.

Select Board Votes: 4 For, 0 Against, 0 Abstain RECOMMEND

Article 27. To see if the Town will vote to fix the rate of interest on delinquent wastewater charges at 7.00% interest per year.

Select Board Votes: 4 For, 0 Against, 0 Abstain RECOMMEND

Article 28. To see if the Town will authorize the Select Board and Treasurer, on behalf of the Town, to accept gifts, real estate, and certain funds, including trust funds, that may be given or left to the Town.

Select Board Votes: 4 For, 0 Against, 0 Abstain RECOMMEND

Article 29. To see if the Town will vote to authorize the Select Board to accept those conservation easements which the Select Board deem appropriate in the name of the Town of Rockport, provided however, said conservation easements are first considered by the Rockport Conservation Commission and Planning Board.

Select Board Votes: 4 For, 0 Against, 0 Abstain RECOMMEND

2018 Annual Town Meeting Warrant – continued

Article 30. To see if the Town will authorize the Treasurer to waive the foreclosure of tax lien mortgages pursuant to 36 M.R.S.A. sec. 944 upon a finding by the Select Board that ownership of the property subject to the lien would be contrary to the Town's best interest.

Select Board Votes: 4 For, 0 Against, 0 Abstain RECOMMEND

Article 31. To see if the Town will authorize the Select Board to enter into boundary line agreements with abutting property owners to establish the boundary line of any property of the Town, including the boundary lines of the rights-of-way of roads.

Select Board Votes: 4 For, 0 Against, 0 Abstain RECOMMEND

Article 32. To see if the Town will vote to authorize the Tax Collector to enter into a standard agreement with taxpayers establishing a "tax club" payment plan for commercial and/or residential real estate property taxes, whereby:

- (1) The taxpayer agrees to pay specified monthly payments to the Town based on his/her estimated and actual tax obligation for current year real estate property taxes;
- (2) The Town agrees not to charge interest on timely payments made pursuant to the tax club agreement;
- (3) The Town authorizes the collector to accept tax club payments for current year taxes which may be due prior to the commitment of those taxes;
- (4) The agreement is automatically terminated if a scheduled payment is late, and the taxpayer then becomes subject to the same due date(s) and interest date(s) and rate as other taxpayers who are not participating in the tax club;
- (5) Only taxpayers who do not have outstanding tax obligations for prior tax years are eligible to participate in the tax club program; and
- (6) Taxpayers wishing to participate in the tax club for a particular property tax year shall enter an agreement with the Town by a publicly-advertised deadline determined by the Tax Collector.

Select Board Votes: 4 For, 0 Against, 0 Abstain

2018 Annual Town Meeting Warrant – continued

Date: May 14, 2018

Kenneth McKinley, Chair

Owen Casas, Vice-Chair

Douglas Cole

Mark Kelley

ROCKPORT SELECT BOARD

Attest:

Linda M. Greenlaw, Town Clerk

PARKS COMMITTEE

Meeting 3-16-2018 in Richardson Room (Minutes per Town Form)

IN ATTENDANCE:

- Noni Ames
- Ames Curtis
- Theresa Davis
- Dave Jackson (Chairman)
- Jim Sady
- Mark Kelly, SB Liaison
- Doug Cole, SB

ITEMS DISCUSSED:

- Minutes of September 13, 2017 approved**
- KEEP ROCKPORT BEAUTIFUL Committee info per Doug Cole**
Attempt at improving communication and completion of projects
Appointees: Gretchen Leone; Richard Remsen; Steve Smith; Maggie Timmerman
List of other Members/Representatives attached
 - Some overlap of discussions/projects with Parks Committee, such as Andre repair, MaryLea Park, Goodridge Park.
- \$1000 for repair of walks in MaryLea Park removed from budget by Town Manager**
- Repair of Andre the Seal**
 - Estimates for work by Andreas von Huene Design LLC attached
Comprehensive repairs in Woolwich studio: \$9208 excluding transport
Less comprehensive on-site repairs: \$6684
 - Statue is made of limestone so subject to cracks and ongoing issues
 - Garden Club might assist with costs along with community fund-raisers

COMMITTEE RECOMMENDATIONS/DECISIONS:

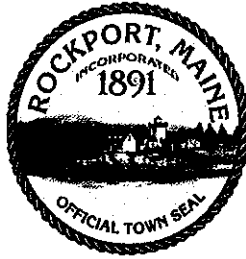
The Parks Committee recommends no encroachment on green space in any of Rockport's parks, including Veterans Memorial Park.

NEXT MEETING:

Friday, April 27 at 4:00

LOCATION:

Richardson Room



COMMITTEE REPORT – Town of Rockport

START TIME: 12 30 pm

COMMITTEE: Waste Watch Committee MCSWC **CHAIR:** Josh Gerritsen

DATE: 4.11.18

LOCATION: RRoom

IN ATTENDANCE: 5 members

ITEMS DISCUSSED:

- A. Recycling
- B. Swap Shop
- C. Road Side Clean Up Program

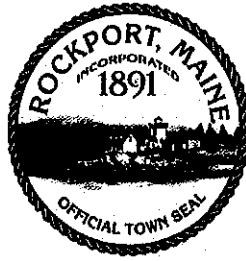
END TIME: 2:00

COMMITTEE RECOMMENDATIONS/DECISIONS:

NEXT MEETING: 4/18/18

LOCATION: RRoom

Please return form to Diane Hamilton or email to dhamilton@town.rockport.me.us, or fax to 207-230-0112.



COMMITTEE REPORT – Town of Rockport

START TIME: 7 pm

COMMITTEE: MCSWC Board of Directors **CHAIR:** John French

DATE: 4.11.18

LOCATION: RRRoom

IN ATTENDANCE: 12 Board Members

ITEMS DISCUSSED:

- A. Agenda Items
- B.
- C.

END TIME: 9:45 pm

COMMITTEE RECOMMENDATIONS/DECISIONS:

NEXT MEETING: 5.23.18 **LOCATION:** Camden Washington St Conference

Please return form to Diane Hamilton or email to dhamilton@town.rockport.me.us, or fax to 207-230-0112.

KEEP ROCKPORT BEAUTIFUL
Minutes of April 3, 2018

Chair: Douglas Cole

Location: Richardson Room

In Attendance: Stephen Smith, KRB - Douglas Cole, KRB
Mike Young, DPW – Rick Bates, Town Manager – Abbie
Leonard, Harbor Master – Maggie Timmerman, KRB –
David Jackson, Parks Committee – Gretchen Leone, KRB

ITEMS DISCUSSED:

- (A) Maggie Timmerman reported the town wide cleanup will be scheduled for April 27 & 28. Bolduc Correctional Center will do route 17 at a date they schedule. Historically there have been 100 volunteers for this effort including students, PenBay Hospital and Samoset among others. This will be posted on Facebook , a notice in Town Hall and in the papers.
- (B) Andre the Seal – David Jackson reported the estimates for repair to be done on-site to be in the vicinity of \$10,000.00. Legacy Rockport may be able to donate some monies along with the Rockport Garden Club and possibly through fund raising. Gretchen will bring this to the Garden Club this week and report back on how involved they would like to be.

- (C) Route 17 and 90 Intersection – Douglas Cole reported he would like to see a Welcome to Rockport Sign placed near the fire station along with a small garden hopefully done by the Garden Club or maybe a local nursery
- (D) Harbor Hillside Pathways – this could be done at the same time the town spring cleanup but, if volunteers are found, could be done this weekend. DPW crew will collect refuse.
- (E) Mary Lea Parks Pathways – David Jackson was informed monies have been put in the budget for this and DPW will oversee the project.
- (F) Central Street sidewalk wall facing – the repair work is in the budget and Mike reported the wall should last at least 10 years.
- (G) Goose River bridge painting – Mike reported the state DPW will not give permission for any work by volunteers for this. It is in their schedule during reconstruction in three years.
- (H) Environmental Clean-up Crew – no representatives at meeting. Suggestions for this group to concentrate on Harbor Park where the lobster and bait businesses are located.
- (I) Other business – DPW will be cleaning out Goodridge Park and leveling the bench in the park. David Jackson talked with Gretchen Richards at Farley's and the Parks Committee is getting a quote for the island at Route 1 and Pascal Avenue.

- (J) Suggestions were made on how to begin to generate a slate of volunteers that KRB can draw upon over the course of the summer to get it's projects done. This included using a sign up sheet at the town office, a business card at the town office, the unofficial town of Rockport Facebook page, using the community calendars in the local press, and press releases. Doug will follow up on these.
- (K) Maggie will begin to develop a "master calendar" listing our events for publication

NEXT MEETING

April 24, 2018 – 5:00 p.m. – Richardson Room

COMMITTEE REPORT - Town of Rockport

Committee: Keep Rockport Beautiful

Chair: Douglas Cole

Date: April 24, 2018

Location: Richardson Room

In Attendance: Douglas Cole, KRB – Stephen Smith, KRB – Allen Mitchell, CIP – Mike Young, DPW – Environmental Clean-up Crew Anderson Richter, President – Abbie Leonard, Harbormaster – Dave Jackson, Parks & Legacy Rockport – Charlton Ames, Legacy Rockport – Kimberly Kimball, Conservation Committee – Gretchen Leone, KRB

Items Discussed:

- A) Andre the Seal repairs – Gretchen Leone, Douglas Cole – ongoing
- B) Route 17 and 90 – Douglas Cole – sign being made and plantings to be done
- C) Harbor Hillside & Goodridge Park cleanup – Steve Smith – done by volunteers and picked up by DPW
- D) Pathway Mary Lea Park – Mike Young, DPW – ongoing for spring
- E) Central Street sidewalk wall facing – Douglas Cole – will be in new budget
- F) Roadside trash pickup – April 27, 28
- G) Lobster buying station cleanup – Anderson Richter – project completed
- H) Crosswalk painting – Mike Young, DPW – 3rd week of May

Committee Recommendations/Decisions/Next Steps:

- 1) Communication – contact list, more volunteers, master calendar
- 2) Project List – Cramer Park, buffer strip on Union St
- 3) Signage – need more Welcome to Rockport

Next Meeting:

Location: Rockport Town Office – Richardson Room



Town of Rockport, Maine

Safety Committee

Town Office Building
101 Main Street
Rockport, Maine 04856

Telephone: 207.706.4067

Jason Peasley, Chair

firechief@town.rockport.me.us

Megan A. Brackett, Vice Chair

financedirector@town.rockport.me.us

Fax: 207.230.0112

Safety Committee Minutes

Tuesday – February 27, 2018

9:00 a.m.

Richardson Room

Diane Hamilton

Jason Peasley

Abbie Leonard

Rick Bates

Ben Blackmon

Randy Gagne

Megan Brackett

Mike Young

1) OLD BUSINESS:

a) Miscellaneous Items:

i) Town Office update:

1. PDQ came and did their final safety inspection on the front doors and brought in two more lock down buttons.
2. Seacoast came and wired up the maglock to the fire alarm.
3. Diane contacted Floor Magic regarding the entrance way broken tiles, they will be coming by with a quote. Diane also found extra tiles in the basement so we won't have to purchase any, just installed

ii) Training updates:

1. February training was cancelled due to no speaker available. CMP no longer has the education department.

b) Injuries Recorded:

- i) Were there any injuries recorded – no injuries recorded

2) APPROVAL OF MINUTES:

- a) Approve minutes from January 23, 2018

Motion to approved, seconded and all approved

3) NEW BUSINESS

a) Future Training Discussions:

- i) Next training will be on Tuesday, March 13th 8-9 with Randy – who would you like to attend – “situational awareness training”, mental illness, drugs, work place violence. Town Office, Library, Opera House, Abbie, Brandy
- ii) April 10th training with Randy – 8-9 Meth Lab – who else would you like to attend? (Maggie, PW, Parks & Rec, Abbi, Library, Town Office, Opera House.
- iii) May training topic – domestic violence – 8-9 Town Office, reach out to New Hope for Women
- iv) June – Fire Drill with Jason
- v) Contact Seacoast to review buttons and test, for library and town office and harbor 15 minutes before one of the meetings - where they are located



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b) **No Smoking Policy/Signs**

- i) Reviewed all the samples – will need to be added to the personnel policy. This idea will go to the Select Board on March 12th. Draft policy from Megan and a draft sign to review from Jason.

4) **OTHER BUSINESS:**

- a) Does anyone have any other business to discuss – Seasonal employees
Grippy on the ramp at the Library gets slippery, have mike do that today.

5) **SAFETY CONCERNS:**

- a) Any departments have any safety concerns. Mon – Tues, Friday Jason work with Devin regarding fire extinguishers.
- b) Follow up on items that were discussed at the last safety meeting.

6) **NEXT MEETING:**

- a) The next meeting will be on March 27th at 9:00 in the Richardson Room

7) **ADJOURN:** Meeting adjourned at 9:35 a.m.



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Safety Committee Minutes

Tuesday – March 27, 2018

9:00 a.m.

Richardson Room

Jason Peasley
Abbie Leonard

Rick Bates
Mike Young
Ben Blackmon

Megan Brackett
Randy Gagne

1) OLD BUSINESS:

a) Miscellaneous Items:

i) Town Office:

- 1) Quote from Floor Magic to replace tiles in the lobby was approved for \$446.88. We will be setting up a time to have this work done.
- ii) Smoking Policy will be presented to the Select Board at their May meeting.

b) Injuries Recorded: No injuries were recorded.

2) APPROVAL OF MINUTES:

- a) Megan made a motion to approve the minutes from February 27, 2018, Randy seconded it and were approved.

3) NEW BUSINESS

a) Future Training Discussions:

- i) April 10th – Meth Lab Awareness with Jason Pease from 8 a.m. to 9 a.m.
- ii) May 8th – Domestic Violence Awareness Training with New Hope for Women with Kelly O'Connor from 8 a.m. to 9 a.m.

b) Monthly Fire Extinguisher and Emergency Light Check Reports were discussed.

- c) Public Works and Opera House Panic buttons were discussed and we have decided not to do this at this time.

4) OTHER BUSINESS:

a) Grants

- i) CPR Savers – AED Grant – A quote was received from them along with a \$500.00 grant, but it was determined that it is still cheaper with Lifeline.
- ii) MMA Grant is due April 30th Diane will submit for Kerry's stand up station again. Looking for other suggestions.
- iii) Wellness Grant – Working with Linda to get grant for exercise equipment for the Fire and Police Department



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- b) **Quotes from Seacoast Security Maintenance Agreements were reviewed. Megan is fine with these but it is too late to budget for them.**
 - c) **Upcoming Elections (Safety & Security) – there were no concerns to address.**
 - d) **Monthly Inspections: All sheets should come to Diane after the inspections are completed each month.**
 - e) **SHAPE: On July 30th with Mary Matthews starting at 8:30 - SHAPE consultation of the Town Office, Police Department and the Library.**
 - f) **Annual Report: Safety Committee Report for the Annual Report was reviewed.**
 - g) **Hearing Tests will be done on April 11th at 8:00 here at the Town Office with Health Connections.**
- 5) **SAFETY CONCERNS: – No other safety concerns at this time.**
- 6) **NEXT MEETING: NOTES: The next safety committee meeting will be on April 24th at 9:00 a.m.**
- 7) **ADJOURN: The meeting was adjourned at 9:54 a.m.**

Harbor Committee Minutes Town Office Conference Room

**Thursday- February 8, 2018
5:15 p.m.**

**Jeff Hamilton
Tim Hoffman
Peter Van der Kieft**

**Peter Ralston
Mike Young
Sam Temple**

**Abbie Leonard
Doug Cole
Jamie Francomano**

The meeting was called to order at 5:17 p.m. by Sam Temple

1. Ordinance Review:

The harbor committee reviewed the changes that were made on the ordinance from the last meeting. Also discussed Resident vs Tax Payer language. The ordinance will now go in front of the Planning Board and Select Board at a Public Hearing.

The Harbor committee recommendation is to approve the changes made to the ordinance.

5-0

2. Harbormaster's Report:

Abbie has been looking over the revenue and took over the mooring bills and entering them into the online mooring system to make sure all the reissues are getting paid.

If commercial fees are not paid there is no late fee. It was discussed to maybe move the due date ahead so all payments are made before fiscal year end July.

3. Other Business:

- a. Conservation Commission's recommendation on "5year ban/moratorium on unencapsulated polystyrene in floats".

Jamie attended to represent the conservation commission, to let us know that they would like to put a ban on unencapsulated floats. Camden is banning these types of floats.

Extensive cost if all floats on the harbor have to be changed at Rockport Marine, and the boat club. \$280.00/tub = 6 tubs per float. Jamie will pass on our concerns. These floats last a long time and the commercial users know what they are doing to take care of them. We suggested that maybe non-commercial floats to be built on unencapsulated foam.

4. Approval of Minutes:

- a. Approve the minutes from December 14, 2017. Jeff motioned to approved, Peter seconded. 4-0 approved.

5. Next Meeting:

- a. The next Harbor Committee meeting will be on April 12th to review what happened at public hearing, and to discuss boats/floats that are destroyed in the harbor thru the winter

6. Adjourn:

- a. Jeff motioned to adjourn the meeting at 6:43 p.m. all approved.

**Camden-Rockport Bicycle and Pedestrian Pathways
Committee
Agenda Mar 7, 2018
7:00 pm
Camden Town Office**

Present: Lynda Clancy, Owen Casas, Leni Gronros, Helen Shaw, Richard Stetson, Anita Brosius-Scott, Geoff Scott - Chair, Mac Thomas.

Tuck Hood, guest, considering joining PW committee from Rockport.

Next meeting April 4

Jamie Francomano is now at Midcoast Economic Development District (MCEDD), consulting back to Rockport. Questionable whether he'll be returning to PWComm meetings; remove from email list.

Camden Outdoors map – Rockport is included but Rockport has not contributed to the printing – Question addressed to Owen Casas to ask Rockport Selectboard about financial support.

Maritime Farms – checked with Aurele at MDOT; Aurele confirmed he spoke with Hannaford managers and clarified that there is no change to be done @ intersection re turning radius into the parking lot.

Q from Owen re Brian Keefe – a manager @ Hannaford – owns property on corner of Camden St. and Rte. 1 on S side. He would love to give a ROW or easement to re-route Camden St. thru field; he wants to sell the remainder then perhaps to Quarry Hill. Re-routing a road is beyond the scope of the current Maritime DOT project. Owen presented the option so that when timing is appropriate, this option could be kept in mind.

Feb. 24, 2014 article in PenBay Pilot <http://www.penbaypilot.com/node/28966> talks about the meeting between the two Select boards to vision the area around Hannaford and the John/Camden Street corners. Discussions about reconfiguring roads etc. facilitated by Frank O'Hara. Owen would be happy to bring it up in his liaison report. No action.

Riverwalk

Geoff reached out to Lions Club; they had a meeting last night (3/6/18) to discuss it; Bob Oxton did not have time to talk to Geoff before heading off on vacation. Bob thought the Lions Club owned more property down to the river than is shown on the town property map. Geoff mailed him a letter showing the map that has a triangle that goes down, not even to water. Mac is doing homework re where the property line really is. There are two deeds involved (at least). One in 1992 a land swap ("Triangle Land Swap") between Camden and Lions Club; a survey was supposed to be done and recorded at County but nothing was recorded at County. Register of Deeds, Mac also looked up and clerk couldn't find it either. Apparently the survey was never registered with the County. Mac does not know what the town of Camden gave up in trade. MBNA gave the Lions Club the rectangle @ end of skateboard park. Deeds refer to the surveyor (Chapman and Cothorn), company morphed thru some different companies. Paul Chapman is in Florida; another person @ org feels sure Chapman knows about this. Jeanne Hollingsworth dug around in the Planning Office but could not find anything. Apparently everything goes back to the survey; it doesn't matter what the property deed says. Is there a statute of limitations on

recording? No, says Helen Shaw. According to the deeds, the Lions Club property does not have any shorefront - it's owned by town of Camden. Mac thinks there was some agreement between the Town of Camden and the Lion's Club. Either it was an informal conversation or...?. Mac will go through historical SB and maybe Planning Board Minutes to see if there is anything about it. Lions Club has some vision about going down to the water – deck, launch canoe or something? Mac- the land swap deal would have taken a Vote @ Town Meeting or a Special Town Meeting. Anita suggests that if there was a Town Meeting or Special Town Meeting vote, it would be recorded in the Annual Report covering that time. That would be a good place to start looking.

Geoff met with Bob Falciani (Camden Select Board) re coordinating with building of new **middle school**. He said the site work is the last work to be done since construction equipment will be staging on the property etc. He suggested it makes sense to talk to the guy doing the work when he's there (primary contractor) – ask them to do some work along the edge of the field. Bob says this is done all the time. But how do we write a grant based on that? Do it and hope/assume the money will come?

Re **Wastewater section**, since people will already be mobilized to do the work in front of the Lions Club etc., Audra feels it makes sense to put funds into next year's budget for construction (or partial construction) of the Wastewater treatment plant Riverwalk segment.

Budget Committee meetings March 15 and March 22, 6:30pm, Audra could use some support re issues discussed – Public Works and Capital Improvements. Matching money for Seabright, extra money for Maritime, money for Washington St. sidewalk extension. She will advocate for a Riverwalk fund and will be putting in for additional fund for Knowlton St. Rwalk. Norwood Ave. poss. of new sidewalk during drainage work on that road. Leni suggests also advocate with Select Board as they make budget decisions/changes subsequent to Budget Committee work.

Owen says view budget lines. **Anita @ 15th, Geoff @ 22nd**. Gartley is working on both sections, getting estimates, so Audra will have an idea of how much this will cost. Geoff is leaving it to Audra for exact numbers. Owen suggests prioritizing the different funds so we know where the high priorities are if we have to triage funds.

Route 90 – Crosswalk across Route 90 to subdivision (Forest Glen) across the road. Geoff introduced Leni to Annika (CHRHS student, came to PWComm to request crosswalk across Rte 90 @ HS entrance). Anita talked to Patrick Adams (MDOT bike/ped); need to have a conversation with Margo Murphy (Windplanner Advisor CHRHS) – Annika will meet with her group at the high school and they will talk about the Windplanners taking this on as a project; she has the breakdown that Anita wrote up from Patrick Adams. Leni will act as liaison from Pathways Committee, will start laying the groundwork with the school, will work with Margo. Patrick Adams needs to do a site visit at area with the HS kids. Leni suggested that Margo involve the Interact Club, associated with Rotary, which has many members, and access to some funds.

Owen points out the issue of maintenance - plowing the finished path. Will the HS have to plow the “new” access pathway on HS grounds? Rockport's current SB is concerned about maintaining any new path. Can the school take care of the path? Use terminology **Multi-use path**. PW has to explain how the plowing would be taken care of – by school – they have two sidewalk plows (John Novak). Keith Rose would be involved in this conversation. Leni can discuss this with the kids.

Riverwalk Engineering – Jeff Senders, works for G&D, also on Camden Planning Board. Now working on something on Norwood Ave., goes from Pearl to Elm @ Hope Health. Jeff Senders said Audra is asking him how much it would cost to put a sidewalk in during that project. This would extend the Willow St.

sidewalk to Route 1. This is in our Master Plan but not highest priority. **Anita** will follow up. Discussed how this expenditure could affect/endorse our higher-priority projects.

It makes sense to do projects – generally – when there is other work being done in the area. We will negotiate really hard to do work where/when other work is being done. But how would such work affect availability of funds for other projects that are more important?

Owen: re reserves for pathways, Riverwalk. How about advocate for a larger amount being put into reserve fund, then request the funds needed for each project as needed from that reserve. Geoff – if all amounts are added up, if the asks get attacked, then how about saying put it all together into a reserve and reduce total by \$5k. (for example, all asks total \$65K, offer all in one fund at \$60K)

A - Talk to Audra about what the name of the PW reserve fund is.

A - Write to Audra about tax incentives for property owners.

Review Washington State property tax reduction incentives.

Owen - Tax credit concept used by King County in Washington State – financially incentivizes land owners for an easement. Idea from Owen is, specific, municipally enforced thing, depending on length, width etc, property tax reduction like in King County. Geoff has read it; Owen has not looked at it. Geoff says it's long. Thinks a Selectboard member would really need to ponder it for months. Which Select Board would be more receptive? Perhaps present to Planning Board and see if they are receptive? That seems a better idea.

Mac – since Jamie Francomano is no longer available to advocate for and write a 2019 RTP grant for the path past the church (7th Day Adventist Church) from Camden St. towards Country Inn, does someone want to work on the RTP grant application for that? Lynda suggests asking Jamie to continue doing that. Owen will see if Town is interested in working/funding that.

Adjourn 9 pm

**- PUBLIC MEETING -
Rockport Select Board**

Monday, May 14, 2018
7:00 p.m.

Geoffrey C. Parker Community Meeting Room, Rockport Opera House
Streamed at <http://livestream.com/Rockportmaine>

Managers Comments

I. Call Meeting to Order

Please either turn off your cell phones and other electronic devices or set them to mute while in this meeting room or the hallways. If you need to take or make a phone call, please step outdoors.

II. Public Hearing

None this meeting.

III. Minutes, Meetings and Announcements

- a. Approval of the minutes of previous meetings:
- **Monday, September 25, 2017**, meeting of the Select Board
 - **Tuesday, October 10, 2017**, meeting of the Select Board
 - **Monday, November 13, 2017**, meeting of the Select Board
 - **Monday January 8, 2018**, meeting of the Select Board
 - **Monday January 22, 2018**, meeting of the Select Board
 - **Monday February 12, 2018**, meeting of the Select Board
 - **Monday March 12, 2018**, meeting of the Select Board
 - **Wednesday March 14, 2018**, meeting of the Select Board
 - **Monday March 26, 2018**, meeting of the Select Board
 - **Wednesday April 4, 2018**, meeting of the Select Board
 - **Monday April 9, 2018**, meeting of the Select Board
- b. Announcements of upcoming Select Board meeting(s):
- Regular Select Board meeting on **Tuesday May 29, 2018, 7:00 p.m.**, Geoffrey C. Parker Community Meeting Room, Rockport Opera House, to be streamed at <http://livestream.com/Rockportmaine>

- Select Board organizational meeting on **Wednesday June 13, 2018, immediately following adjournment of Annual Town Meeting**, Rockport Opera House stage.
 - Regular Select Board meeting on **Monday June 25, 2018 at 7:00 p.m.**, Geoffrey C. Parker Community Meeting Room, Rockport Opera House, to be streamed at <http://livestream.com/Rockportmaine>
- c. Announcements of upcoming Select Board workshop(s):
- none scheduled at this time

d. Announcements:

Note: All meetings and workshops of the Select Board and Town Committees can be found on the Town website: www.town.rockport.me.us

A candidate forum for Select Board candidates will be held on Wednesday, May 16th at 6:30 p.m. at the Geoffrey C. Parker Community Meeting Room, Rockport Opera House, to be streamed at <http://livestream.com/Rockportmaine>

The Town Office will be closed on Monday May 28th in observance of Memorial Day.

The Annual Town Meeting will convene on Tuesday June 12, 2018 at 8 a.m. in the Richardson Room of the Town Office when the polls open for town elections and voting by secret ballot on Articles 3 through 10. Polls will close at 8 p.m. and the Town Meeting will adjourn until Wednesday June 13, 2018 at 7 p.m. at which time the Town Meeting will reconvene at the Rockport Opera House, main auditorium, in open session to act on all remaining articles.

e. Committee Openings:

Application for Committee Service can be found at the Town Office and on the Town Website: www.town.rockport.me.us

NOTE: If a committee does not have any vacancies, it may still be possible to apply to join the committee as an alternate member. Alternate members can attend all meetings, participate in discussions, but may only vote in the absence of a regular member. If interested, please check with the town office to see if there are alternate member spots available for the committee of interest.

- Board of Assessment Review – no vacant seats
- Camden-Rockport Pathways Committee – 1 vacant seat
- Capital Improvement Committee – 1 vacant seat
- Conservation Commission – no vacant seats
- Harbor Committee – no vacant seats
- Investment Committee – 1 vacant seat
- Keep Rockport Beautiful -

- Opera House Committee – no vacant seats
- Ordinance Review Committee – no vacant seats
- Parks Committee – no vacant seats
- Planning Board – no vacant seats
- Recreation Committee – no vacant seats
- Zoning Board of Appeals – no vacant seats

f. Agenda Changes

g. Public Comment – public comment should be directed at issues not under discussion on this evening’s agenda. Comment from the public will be welcome prior to each agenda item. Further comment will be granted only by permission from the Board. All public comment should be brief and to the point.

IV. Town Manager's Report

V. Unfinished Business

- a. Vote to sign the Budget Validation Referendum - MSAD #28 and Five Town CSD Warrant and Notice of Election for Tuesday, June 12, 2018

VI. New Business

a. Acknowledgment of Gifts to the Town:

- \$10,479.00 from Maine Media Workshops and College as Payment in Lieu of Taxes

Managers Comments:

As they do every year Maine Media College submits a “payment in lieu of taxes” for their properties in Rockport. As a non-profit their property is exempt from property taxes. They, like several other not-profits, pay a portion of their taxes that is roughly equivalent to the town’s portion of their tax bill. This is very helpful and appreciated. Included in your sign folder is a letter from the Select Board thanking them for their payment.

Suggested Motion – I move to accept the payments in lieu of taxes from Maine Media College in the amount of \$10,479.00 and to send a letter of thanks to them

- b. Committee Resignation(s):
 - none
- c. Committee Application(s):
 - none
- d. Committee Presentation(s):
 - none this meeting
- e. Consider a temporary renewal of a liquor license for the Goose River Golf Club

- f. Presentation from Superintendent of Schools Maria Libby and School Board Vice Chair Lynda Chilton.

Manager's Comments:

This is the Superintendent's annual trip before the Board to briefly talk about the budget they are presenting and answer any questions the board might have. In addition, she will talk about any District initiatives that might be of interest. It is a good chance for the board to have an opportunity to interact with the Superintendent. The Board Chair has a previous engagement and is unable to make it. Not sure if another Board member will be in attendance or not.

This item is purely informational and there is no action required.

- g. Consider approving the use of reserve funds for tennis court repairs at the Marge Jones Recreation area.

Manager's Comments:

Attached is information and a price quote for much needed repairs to the tennis courts. We are still a long way from having enough money for a complete reconstruction of the courts that are cracked and get worse every year. Water gets into the cracks and frost opens them up worse allowing more water to get in and so on.

This expenditure of \$15,779.00 will fill the cracks with a somewhat flexible adhesive filler, the whole courts will be sealed and then repainted with a protective paint. This is not a permanent solution but will allow the courts to be playable for 8 -10 years at a fraction of the cost of a complete reconstruction.

There is \$49,256.82 in the Recreation Reserve now for this purpose. Where this is an expenditure from the reserves in excess of \$5,000 it needs board approval.

Suggested Motion – I move to authorize the expenditure of \$15,779.00 out of the Recreation Reserve for the purpose of the proposed repair of the Marge Jones Tennis Courts

- h. Hear a report on recent computer issues and consider using reserve funds for needed security upgrades.

Manager's Comments:

As you know we suffered a computer hack on Friday, April 13th that shut us down for nearly a week. Gus Natalie, our IT superhero will be on hand to explain what happened in more detail and also talk about possible solutions so that it does not happen again.

In a nutshell and in non-technology speak, we had two unrelated tech issues that happened at around the same time.

First, we had an issue where we were being blacklisted for sending out spam e-mail. We started noticing that, early in the week, where some e-mail servers were sending back rejected e-mails from the Town. These are e-mails we send and receive all the time.

Gus checked all of our e-mail addresses and could not find any one of our addresses that were guilty of sending out robotic spam that would cause the blacklisting. Leading him to believe that it was someone using our public Wi-Fi. He took corrective action and removed us from blacklists. In some cases, there are algorithms that are used that continue to blacklist us until some conditions are met.

He cleared that up near the end of the day on Friday the 13th and left for the day. As we were closing up and saving things around 4:30, we started noticing problems saving our documents to our various servers. Kerry and I were both having problems, as was Diane who noticed files being saved back to the planner's office were being encrypted.

I called Gus immediately. He responded to the Town Office to access the server around 6:30 and needed to get into the rest of the building and start shutting down systems and taking them off the internet. He started that at 7pm when I got back from Rockland. He was here when I came in on Saturday morning, after being here until 4 am.

The ransomware had gotten into our system through e-mail and he was finally able to find the computer it first infected. These people are very clever and will often disguise the e-mail to look like a legitimate e-mail, often from someone in your e-mail contact list. It was not as if someone here was overtly careless in opening an e-mail that caused the problem.

Gus worked all 3 days of the long weekend, bringing in Mike Dean (who was our IT Consultant, and currently works for the county) to help.

Ultimately, they were able to rebuild our servers and back-ups without any loss of data and without any payment of ransom. An amazing feat in itself.

We have been struggling somewhat in getting everything all running again as there are so many interconnected systems and linkages between hardware that was dropped or disconnected as a result of the bug.

We are now in the process of trying to establish a plan for preventing this in the future.

There are two weaknesses in our system. The public Wi-Fi and our e-mail server. We have developed solutions for each, but they come with a cost. A cost that we did not plan for in our

budget. Many of these changes are a dramatic shift from the approach we had been using but will give us the security we need in the future.

The Public Wi-Fi is the far less costly but involves getting another IP address for public access and new equipment to control that access. The cost of this is relatively small (in the big scheme of things) but will allow us to totally isolate the public Wi-Fi from the private Wi-Fi and eliminate the risk (however small) of the systems being crossed over. The public Wi-Fi is very important and gets used a lot so we need to get it back up and running ASAP. The other problem is the e-mail server that is currently hosted by us. Gus is recommending that it be migrated to the “cloud” through Microsoft 360 which would host the e-mails in secure servers and there would be no risk of infected e-mails getting into our network. The cost of this is approximately \$12,000/year but has a lot of benefits beyond simply e-mail. Gus will be on hand to explain the benefits.

In addition, we have been forced to switch gears with regards to hosting data locally as a result of the problems we have had. We will be hosting the Vision data in the cloud as opposed to buying a new server to host that data. This also has an annual cost. But that cost is far less than lost data and maintenance of our own server.

Finally, we are looking at having a redundant cloud back up for our internal data that is again totally isolated from our internal network, that would give us additional back-up capacity in the event we were ever to get hacked again.

We are doing our best to cover these costs with the current budget. However, the next budget will require the Select Board’s approval to go over budget.

- i. Consider accepting a proposal to remove the home on town owned property at 647 Rockland St.

Manager's Comments:

Included in your packet is a proposal from Dave Herrick to remove the building next to the West Rockport Fire Station. This building is of no use to the town, is an attractive nuisance to some extent and we would likely be paying \$5,000-\$10,000 to tear it down, haul it away and for disposal costs. He is proposing to salvage the building at a cost to the town of \$1 and haul it to his lot to be rebuilt and turned back into taxable property. He will break up the foundation and fill the cellar hole.

The option was advertised in the paper and there were no other interested parties in the project.

Suggested Motion – I move to approve the proposal from Dave Herrick to remove the home and salvage the building at 647 Rockland St. for the price of \$1.

- j. Consider the disposition of funds remaining from the 125th anniversary celebration

Manager's Comments:

Included in your packet is a letter from Lynda Clancy and Linda Greenlaw of the 125th Committee with recommendations of what to do with the \$26,000 in funds raised and not used, that we are holding for them.

They are recommending that these funds be transferred to Legacy Rockport for them to distribute to a wide range of community projects.

First, I believe that transferring the funds to Legacy Rockport is an excellent idea. It is the reason that group was set up and it falls right within their mission. Second, I believe the recommendations of the remaining committee members are excellent recommendations. They put a lot of thought into how the money would be spent in preserving Rockport's legacy. Restoring the Andre statue in time for next anniversary, dedicating funds for the preservation of the Lime Kilns, preserving our vital records and finally, having seed money for the 150th celebration, are all excellent uses of the funds that will have a long-term impact for our future.

Suggested Motion – I move to approve the transfer of the 125th Anniversary Celebration Funds to the Legacy Rockport account with the amounts and conditions as described in the letter from the Committee.

- k. Consider approving the establishment of a GoFundMe page to support restoration of the Andre statue at Harbor Park

Manager's Comments:

The repairs to the Andre the Seal Statue will cost \$13,971.25. \$6,000.00 of that will come from the previously approved 125th account. \$2,500 is coming from the Rockport Garden club. This leaves us a little over \$5,000.00 short. It is my understanding that Legacy Rockport and the Rockport Garden Club will be institute a fundraising effort to raise the balance and one of the ways that they will do it is through a "Go Fund Me" effort.

It is unclear if the Select Board is required to authorize the establishment of a "Go Fund Me" page set up by Legacy Rockport, but rather than having it questioned, after the fact, it is better to get the Board's blessing than to ask forgiveness later.

Suggested Motion – I move to authorize Legacy Rockport to conduct a "Go Fund Me" effort for the purpose of raising funds to make the repairs to the Andre Statue.

1. Consider using funds previously encumbered for a new backstop at the RES fields for backstop repairs and field improvements

Manager's Comments:

After meeting with Barret Brown from the Recreation Committee and visiting the field and re-evaluating the status of the backstop, we have come up with a revised plan.

The field is primarily used as a practice field and not as a game field. It could also be used for recreational softball. The backstop itself is in good enough condition for those purposes. It is the shorter "wings" of the sides of the backstop that are in the worst shape.

Upon investigation, we found that those wings are just driven in posts and are not cemented in and the top rails on each side are missing in one spot on each side.

Mike believes we can make the backstop very presentable if we straighten up the poles, put them in concrete and replace the missing top rails, which is our plan.

The bigger issue is the quality of the playing surface on the infield. Several inches of it need to be removed and replaced with new material to make it playable. There is no money budgeted for this, but there is some money encumbered (1/2 the cost) to replace the backstop. It is not enough to replace it and in reality, Barret says that it does not need to be replaced to use it as a practice field.

The money encumbered \$3,633.61 will be enough to purchase the new infield material.

Normally this would not need Board approval but given the fact that the funds were encumbered with a specific purpose, it is best if the board approve the change.

Suggested Motion - I move to authorize the expenditure of \$3,633.61 From the encumbered RES backstop account to replace the infield material on the RES ball field.

- m. Update on Comprehensive Plan Review Committee's work

Manager's Comments:

Included in your packet is a report from Bill Chapman as to the Status of the Comprehensive Plan. The committee is finishing their preliminary work in reviewing the existing plan to see what has been done, what should be completed, which sections should be amended and which sections need a complete re-write.

Bill Chapman has a previous engagement, but it is my understanding that Lynda Clancy will be in attendance and may be able to answer questions.

There is money in the 2019 budget for us to hire someone to do a re-write or amendment of the plan. The Board should consider scheduling a workshop after the election and announcing if new members are interested in sitting on the next committee.

- n. Consider approval of a contract for Emergency Medical Services from Northeast Mobile Health Services.

Manager's Comments:

Attached is an updated contract as recommended by the 4 town managers and approved by the Ambulance Review Committee. It is a change from the previous contract in two ways. First, a significant increase in the "subsidy" each of the 4 towns pay to maintain the level of service we want and second a performance-based contract that has built in fines when the level of service provided (paramedic on the call) or response times fall below an acceptable level for Advanced Life Support (ALS) calls. While the fines may seem excessive, the goal is to never be in the position of collecting the fine. In spite of the potential fines, North East Ambulance is more comfortable with performance-based contract which allows them to staff appropriately based on expected call volume, rather than be overstaffed at times, when not needed.

It is a 1-year contract with an option for a two-year renewal.

The Ambulance Review Committee spent a considerable amount of time on this as did the 4 managers.

As of this point the Select Boards of Hope and Camden have approved the contract. It is on Lincolnville's agenda for tonight's meeting.

Suggested Motion – I move to approve the Northeast Ambulance Contract for the term of 1 year to begin July 1, 2018 and ending June 30th 2019 at a subsidy rate of \$83,811.00 and to authorize the Town Manager to sign.

- o. Vote to accept funds from the Library Endowment in the amount of \$80,000.00 to assist with the design and construction of a new Library.

Manager's Comments:

The Library Committee transferred \$80,000.00 from the Library Endowment as part of the efforts to get the new library to move forward. It came without restrictions other than it be used for the design and construction of the new library. The Select Board never formally accepted the funds which have been held in a Library Building Fund since they were committed.

The board will need to take several actions with this:

- First, to accept the funds from the Library Committee for the purpose of design and construction of the new library;
- Second, to create a reserve for that purpose;
- Third, to authorize the transfer of those funds into the newly created reserve;
- Finally, to authorize the expenditure of \$41,110.49 from the reserve for design and engineering services and to authorize the expenditure of an additional \$20,000.00 for design and engineering as needed.

The expenditures thus far have put our budget lines over budget but we were aware of that going in as this money was available to be used. We need to clear it up before the end of the fiscal year. The rest of the funds will be spent as we work through the design process. Authorizing \$20,000 of additional expenditure will allow us to continue with additional design work over the next few months.

Suggested Motion- I move to authorize the expenditure of \$41,110.49 from the Design and Construction Reserve Fund for architectural and engineering services and to authorize the expenditure of an additional \$20,000.00 for design and engineering as needed.

- p. Consider creating a reserve fund to be used for the design and construction of a new Library.

Suggested Motion- I move to create a reserve account for the purpose of design and construction of the new library

- q. Vote to authorize the transfer of funds into the Library Design and Construction Reserve

Suggested Motion- I move to authorize the transfer of those funds into the newly created Design and Construction Reserve fund.

- r. Vote to authorize the expenditure of \$61,110.49 from the reserve for design and engineering services.

Suggested Motion- I move to accept the funds from the Library Committee for the purpose of design and construction of the new library

- s. Vote to appoint William Najpauer as Assistant Code Enforcement Officer and Assistant Local Plumbing Inspector.

Manager's Comments:

This is to allow Bill Najpauer to cover for Scott Bickford when he is on vacation and/or any other absences.

Suggested Motion- I move to appoint William Najpauer as Assistant Code Enforcement Officer and Assistant Local Plumbing Inspector

- t. Consideration of sending a letter in support of the Town of Islesboro to the Maine State Commissioner of Transportation regarding recent increases in ferry rates

- u. Sign warrants for the annual town meeting

Manager's Comments:

This is a standard procedure. The warrant is approved and signed at a later meeting.

Suggested Motion- I move to Sign warrants for the annual town meeting

VII. Wastewater Commissioners

- a. None this meeting

VIII. Liaison Reports

IX. Executive Session

- a. None this meeting

X. Adjournment