

- PUBLIC MEETING -
Rockport Select Board

Monday, June 24, 2019 – 7:00 p.m.

Geoffrey C. Parker Room

Streamed at <https://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

- a. None this meeting

III. Minutes, Meetings and Announcements

- a. Approval of the minutes of previous meetings:
- None this meeting
- b. Announcements of upcoming Select Board **meeting(s)**:
- Regular Select Board meeting **Monday, July 8, 2019, 7:00 p.m.**, Geoffrey C. Parker Community Meeting Room, Rockport Opera House, to be streamed at <https://livestream.com/Rockportmaine>
- c. Announcements of upcoming Select Board **Workshop(s)**:
- None this meeting
- d. Announcement(s) and/or Training(s):
- The Town Office will be closed on **Thursday, July 4, 2019** in observance of Independence Day.
 - The Town Office will be closed on **Tuesday, July 9, 2019** from 8:00 a.m. to 9:00 a.m. for Employee Safety Training.
- 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 – 1 vacant seat

- Camden-Rockport Pathways Committee – 1 vacant seat
 - Cemetery Committee – 1 vacant seat
 - Conservation Commission Committee – 1 vacant seat
 - Investment Committee – 1 vacant seat
 - Library Building Committee – 2 vacant seats
 - Parks Committee – 4 vacant seats
 - Planning Board – 2 vacant seats
 - Zoning Board of Appeals – 2 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.

V. Town Manager’s Update

VI. Consent Agenda

- a. Resignation George Benson – ZBA
- b. Resignation Ames Curtis – Parks Committee
- c. Resignation Denise Kennedy-Munger – Library Building Committee
- d. Resignation Denise Kennedy-Munger – Rockport Beautification Committee
- e. Resignation William Chapman – Library Building Committee
- f. Resignation Marci Casas – Conservation Commission Committee

VII. Unfinished Business

- a. None this meeting

VIII. New Business

- a. Committee Application(s):
 - Scott Warren – Harbor Committee, Alternate
 - Nancy Albertson – Harbor Committee, Alternate
- b. Review and Approve Select Board Liaison assignments for 2019-2020
- c. Accept in Lieu of Taxes - Mid-Coast Solid Waste Corporation - \$6,000.00
- d. Discuss Committee Spending Authorities.

- e. Reappoint Town Officers effective July 1, 2019 through June 30, 2020
- f. Reappoint committee members who have terms expiring on June 30, 2019, who have agreed to serve another 3-year term (expiring June 30, 2022)
- g. Reappoint two committee members who have a term expiring on June 30, 2019, who have agreed to serve 1-year terms:
 - William Kelley to the Opera House Committee with a term expiring on June 30, 2020
 - Dave Jackson to the Opera House Committee with a term expiring on June 30, 2020
- h. Review and Approve Opera House Fee Schedule
- i. Approval of Library Consultant Agreement
- j. Consideration of EMS Contract
- k. Contract Renewal Discussion

IX. Wastewater Commissioners

- a. None this meeting

X. Liaison Reports

- a. CIP Draft Minutes and Timeline

XI. Executive Session

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

XII. Adjournment

I. Consent Agenda

- a. Resignation George Benson – ZBA
- b. Resignation Ames Curtis – Parks Committee
- c. Resignation Denise Kennedy-Munger – Library Building Committee
- d. Resignation Denise Kennedy-Munger – Rockport Beautification Committee
- e. Resignation William Chapman – Library Building Committee
- f. Resignation Marci Annis Casas – Conservation Commission Committee

Manager's Comments:

Included in your packet are copies of letters of resignation from George Benson, Denise Kennedy-Munger, Ames Curtis, William Chapman and Marci Annis Casas. Unless a member of the board wants to pull one of these items for discussion purposes the board should vote to approve the consent agenda.

Suggested Motion:

I move to approve the Consent Agenda as presented with a thank you card for their service to be sent to each.

From: [George Benson](#)
To: davidcockey@gmail.com; [Allen Mitchell \(allenmar@mccormickbuilders.com\)](mailto:allenmar@mccormickbuilders.com); [Terri Mackenzie \(mainespring@aol.com\)](mailto:Terri Mackenzie (mainespring@aol.com)); [Kimberlee Graffam \(kim@lobsterstogo.com\)](mailto:Kimberlee Graffam (kim@lobsterstogo.com))
Cc: [Bill Najpauer](#); [Deborah Sealey](#); [Diane Hamilton](#); [Hannah Sisk](#); [Scott Bickford](#); [Scott Bickford](#)
Subject: Re: Zoning Board of Appeals Hearing - July 10, 2019 @ 5:30 p.m.
Date: Thursday, June 13, 2019 3:24:19 AM
Attachments: [title30-Asec2691.pdf](#)

To my fellow board members:

The e-mail that I received today regarding a meeting that was scheduled for July 10th caught me off guard. In past years, and following with Maine statute (Title 30-A Sub-Section 2691 - Part 3-A), the Town Planners would have always consulted with the Chairperson PRIOR to setting the date for a meeting (and when I was Chair I would have consulted with each of the board members to find a date that works best for the majority). The scheduling of this meeting did not follow this procedure and apparently was set following a "regular schedule" even though our board has not actually met for ANY purpose for many months (and in fact the calendar on the town website doesn't appear to list any ZBA meetings scheduled since January 27, 2016).

In talking with Terri today I was also informed that other e-mails have been sent out recently that apparently I did not receive. This is one of the key reasons I have never been in favor of setting up meetings via e-mail without also calling the members directly. I know that in the years I was Chair - I have always done my best to work with the other volunteers to insure that the boards concerns and time constraints were taken into account when setting meeting dates.

As such - when I had a discussion at the Town Office today with the current Town Planner regarding the upcoming meeting and the issues on the agenda I was met with some frustration as apparently there are time constraints regarding the issue on the agenda.

During my discussion with Bill (Town Planner) I requested and was given a copy of the application to review. I also have checked my calendar to see if I could fit it into my schedule for July 10th. (Unfortunately my calendar is crazy the next two months with various trips planned and other commitments.)

After looking at my calendar I have determined that the best course of action is for this board to move on without me. My life and its commitments simply don't allow me the luxury of serving on this board and giving it and the applicants the time I believe they each deserve. I have had many good experiences working with past Town Planners and board members as well as Scott and others over the years. I have learned a great deal and would like to especially thank Scott for all of hours spent helping me understand the ordinances over the years!! I think this year will make 13 or more years that I have served on this board. Before I close, however, I want to leave you with some guidance and suggestions as you move forward.

After looking at the application I was made aware of the fact that the issue at hand involves the new library (a multi-million dollar project that has already been started) and as such any decision that is made will most likely be appealed to a higher court. Because of this potential it is prudent that this board NOT be pressured to make decisions that have

not been thoroughly thought out. I would encourage each member to demand the time necessary to be prepared. I fear that town officials and others may want this to be dealt with quickly; however, being pressured into moving forward too quickly will most certainly lead to a sloppy outcome that will ultimately be a disservice to everyone. Each board member should carefully review and understand the materials presented and should be given as much guidance as possible from the Town Attorney regarding the steps to take to properly and thoroughly do a "de novo" review.

If you are not familiar with this type of review then it is important that each of you speak up and make it clear that you want more guidance. I would suggest that every board member read and thoroughly understand the Maine State statute (Title 30-A - Chapter 123: Sub Section 2691 - PDF attached) on the Board of appeals procedures. This is also found online at <https://legislature.maine.gov/statutes/30-A/title30-Asec2691.html>. I believe this section (Specifically the section titled **3. Procedure**) is the section of the law that this type of appeal would fall under and these are the statutes that you as board members would be expected to follow when making your decisions.

Please understand that your job as a member of this board is to act as a judicial board making decisions that ultimately effect the people of this town and the money that is spent by them and by us as citizens. If a decision by this board is made in haste or without being thorough then it will potentially cost all of us more then if the board chose to be prudent and thorough.

I suspect that many, if not all, of the current board members have never done a "de novo" review before? As such - I believe that it would be a disservice to the applicant, the code enforcement officer and the citizens of our town for this board to attempt to have a meeting to review this application without first providing each board member with the opportunity to speak with the Town Attorney and/or a Maine Municipal Association attorney to provide guidance on how to properly do a "de novo" review. I know that the training I had several years ago involved Tom Ford, attorney Bill Plouffe and I think a representative and/or materials from the Maine Municipal Association. I also remember a discussion that Bill Plouffe presented regarding the best way to create motions that are clear, concise, and concrete - meaning that they are more likely to withstand an appeal.

In closing - I know that my resignation is coming at a difficult time but I also know that there are other board members who are intelligent and thoughtful individuals each of which have what it takes to be an asset to this board and to the citizens of this town. Of all of the board members - I have known Terri the longest (she is my neighbor) and I suspect she is the board member with the most experience with our ordinance. However, I would encourage each of you to strongly consider stepping up to the plate and taking the baton of being Chair and Vice-Chair. I would also encourage the Town Officials to return to the days when this board was given the training and its members were given the respect that each of the volunteers deserve so that no decision by this board is ever made in haste.

Sincerely,

George Benson

From: [Ames Curtis](#)
To: ["David P Jackson"](#); ["Jim Sady"](#); ["Charlton ames"](#); ["Alexandra Fogel"](#); ["Gretchen Leone"](#); [Mark Kelley](#); [Diane Hamilton](#)
Cc: ["Denise Kennedy"](#)
Subject: RE: My future with the Rockport Parks Committee
Date: Thursday, May 9, 2019 12:12:47 PM

Hi Everyone!

I plan to make our next meeting on June 19 my last and have notified Diane that a space will be available on the Parks Committee. My term isn't up until June 21, 2021, but the time is now for me. The best part has been getting to know each of you!

Ames

From: [Denise Kennedy-Munger](#)
To: [Diane Hamilton](#)
Subject: Resignations
Date: Wednesday, June 19, 2019 11:46:48 AM

Dear Diane,

As a newly elected member of the Select Board, I am resigning from my citizen committee positions on Rockport Beautification Committee and the Library Building Committee.

Thank you,

Denise Kennedy Munger

From: [Richard C. Bates](#)
To: [Diane Hamilton](#)
Subject: FW: Resignation from Library Building Committee
Date: Tuesday, June 18, 2019 8:33:26 AM

From: William Chapman <william.chapman77@earthlink.net>
Sent: Tuesday, May 28, 2019 8:00 PM
To: Jeffrey Hamilton <jhamilton@rockportmaine.gov>; Douglas Cole <dcole@rockportmaine.gov>; Debra Hall <dhall@rockportmaine.gov>; Ken McKinley <kmckinley@rockportmaine.gov>; Mark Kelley <mgkelley@rockportmaine.gov>
Cc: Richard C. Bates <rbates@rockportmaine.gov>; Douglas Cole <dcole@rockportmaine.gov>; Ken McKinley <kmckinley@rockportmaine.gov>; Denise Munger <dkennedy@hollandhart.com>; Richard Anderson <richanderson.me@gmail.com>; Ann Filley - home <afilley.me@gmail.com>; Benjamin L. Blackmon <blackmonben@rockport.lib.me.us>; Michael Young <myoung@rockportmaine.gov>
Subject: Resignation from Library Building Committee

Effective immediately, I regrettably must resign from the Library Building Committee.

--

William C. Chapman
77 Pascal Ave.
Rockport, ME 04856
(207) 236-2468
(207) 701-1877



This email has been checked for viruses by AVG antivirus software.
www.avg.com

From: [Marci Casas](#)
To: [Debra Hall](#); [Diane Hamilton](#)
Subject: RCC
Date: Wednesday, June 19, 2019 9:46:26 AM

To whom it may concern,

It is with regret that I am resigning from the Rockport Conservation Commission. It was decided that Keep Rockport Beautiful would be removed from the Commissions purview and placed under public works. I joined the RCC when it absorbed KRB, so it feels appropriate to leave with it.

During my three years on the RCC I initiated the well water testing program, volunteer lake monitoring program, Polystyrene takeout container ban, and helped organize 6 roadside cleanup events along with the hugely successful Route 1 Relay. I mentored two high school students who successfully completed STEM and Global Endorsement projects.

I was recently named chair of Midcoast Waste Watch, an advisory committee to Midcoast Solid Waste Corporation, and plan on pursuing environmental endeavors under that umbrella. This summer I have secured an intern from University of Maine to help with educating the public about recycling and reuse opportunities in our area.

I am looking forward to seeing how KRB evolves under public works. I have sent Rick Bates the mission and bylaws and have been trying to meet with him to finalize the specifics.

Marci Casas

III. New Business

- a. Committee Application(s):
 - Scott Warren – Harbor Committee, Alternate
 - Nancy Albertson – Harbor Committee, Alternate

Manager's Comments - Included in your packet are applications from Scott Warren for the Harbor Committee as an alternate and Nancy Albertson, for the harbor committee as an alternate.

Suggested Motion – I move to appoint Scott Warren as an alternate member of the Harbor Committee, for a term to June 30, 2022

Suggested Motion – I move to appoint Nancy Albertson as an alternate member of the Harbor Committee, for a term to June 30, 2022

APPLICATION FOR COMMITTEE SERVICE

Town of Rockport • 101 Main Street • Rockport, ME 04856

Name: SCOTT WARREN

Home Address: 620 Commercial Work Address: 620 Commercial ST. Rockport

Mailing Address (if different): PO Box 188 Rockport ME 04856

Phone Number: (Home) 603 661 0084 (Work) 207 594 2428

E-mail Address: Warren.Scott.C@gmail.com

Committee you wish to serve on: Harbor Committee

Why do you want to serve on this committee?

Year round resident and business owner
with a vested interest in our harbor
activity

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

Business owner since 1981
Chairman of Board Warren & Morris Ltd for
27 years consisting of 11 partners, 45 employees
and 7 Directors

Land Use philosophy: (if applicable)

25 Acre Campground, all natural, no
concrete, no pavement, no lights, no
music... Just back to nature.

APPLICATION FOR COMMITTEE SERVICE – continued

Are there objectives you wish to see accomplished?

*Those in the best interests
of all involved.*

Are you interested in serving on other committees?

NOT at this time

Interview comments:

Appointment Date: _____

201-250-0112

dhamilton@town.rockport.me
- vs

APPLICATION FOR COMMITTEE SERVICE

Town of Rockport • 101 Main Street • Rockport, ME 04856

Name: Nancy Albertson

Home Address: 28 Mistick Ave Work Address: _____

Mailing Address (if different): _____

Phone Number: (Home) 207.975.6326 (Work) _____

E-mail Address: nancy.albertson22@gmail.com

Committee you wish to serve on: Harbor Committee

Why do you want to serve on this committee?

I would like to be considered to serve on
the Harbor Committee to give back to my
community. I have been a Rockport resident
for 20+ years, live a mile from the harbor and spend
much time down there and would like to see it remain
a vibrant piece of Rockport's offerings for all

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

I served on the Rockport Boat Club board for
five years and chaired the youth sailing program.
My husband and I use the boat launch frequently
I graduated from the Midcoast Leadership Academy
last June. I also am connected with many active
Rockport residents.

Land Use philosophy: (if applicable)

Also current, active member of RBC.

APPLICATION FOR COMMITTEE SERVICE – continued

Are there objectives you wish to see accomplished?

I don't have any particular objectives at the moment, but would like to know what it is the current committee is working on - or what their current objective is. Curious about steps to remove polystyrene from flats.

Are you interested in serving on other committees?

Possibly the Parks committee

Interview comments:

Appointment Date: _____

From: [Samuel Temple](#)
To: [Abbie Leonard](#); [Diane Hamilton](#)
Subject: Re: Harbor Applications
Date: Wednesday, June 19, 2019 1:41:15 PM

I've spoken to Scott and Taylor has recommended Nancy. I'm happy to proceed with recommending both candidates. They would be auxiliary members, correct?

Best, Sam

Sam Temple
Owner [Rockport Marine](#)
Mobile: 207.701.6075
Office: 207.236.9651

- b. Review and Approve Select Board Liaison assignments for 2019-2020

Manager's Comments:

At the organizational meeting of the Select Board the past Committee assignments were handed out and new assignments were discussed. Included in your packet is the listing of the committee assignments as discussed (but not approved) at the June 12th meeting. If anyone is having any second thoughts, this is the time to express them.

Suggested Motion:

I move to approve the Select Board liaison assignments as presented (amended)

2019-2020 Select Board Committee Liaison List

BOARD/COMMITTEE	2018-2019	2019-2020	Town Representative
Ad Hoc Technology Committee	Debra Hall	Debra Hall	Bill Post
Ad Hoc Water Quality Committee	Mark Kelley	Mark Kelley	
Board of Assessment Review	None	None	Kerry Leichtman
Camden-Rockport Pathways Committee	Jeffrey Hamilton	Jeffrey Hamilton	
Capital Improvement Committee	Mark Kelley & Jeffrey Hamilton	Mark Kelley & Jeffrey Hamilton	Megan Brackett
Cemetery Committee	Kenneth McKinley	Denise Kennedy-Munger	Linda Greenlaw
Conservation Commission	Mark Kelley	Mark Kelley	
Comprehensive Plan Review	Debra Hall & Jeffrey Hamilton	Debra Hall & Jeffrey Hamilton	Bill Post
Economic Development Plan	Debra Hall	Debra Hall & Douglas Cole	Bill Post
Harbor Committee	Jeffrey Hamilton	Jeffrey Hamilton	Abbie Leonard & Mike Young
Investment Committee	Douglas Cole	Douglas Cole	Bill Post & Megan Brackett
Legacy Rockport ¹	Kenneth McKinley	Denise Kennedy-Munger	
Library Building Committee	Douglas Cole	Douglas Cole & Denise Kennedy-Munger	
Library Committee	Douglas Cole	Douglas Cole & Denise Kennedy-Munger	
MCSWC Board of Directors ²	Debra Hall	Debra Hall ⁵ & Owen Casas ^{5/6}	Bill Post (Executive Committee)
Northeast Ambulance ³	Mark Kelley & Ken McKinley	Mark Kelley & Debra Hall	Bill Post
Opera House Committee	XXXXXXXX	Denise Kennedy-Munger	Andrew Weber
Ordinance Review Committee	Kenneth McKinley	Denise Kennedy-Munger	
Parks Committee	Mark Kelley	Mark Kelley	
Pesticide Advisory Board	Mark Kelley	Mark Kelley	
Planning Board ⁴	Douglas Cole	Douglas Cole	
Recreation Committee	Jeffrey Hamilton	Jeffrey Hamilton	Mike Young
Rockport Beautification Committee	Douglas Cole	Douglas Cole	Abbie Leonard & Mike Young
Zoning Board of Appeals ⁴	Kenneth McKinley	Denise Kennedy-Munger	

- Footnotes:
1. 501(c)3 organization; 1 member of Select Board is automatically a voting member
 2. MCSWC Board of Directors are elected to 3-year terms, Board composed of 4 towns per interlocal agreement
 3. Northeast Ambulance oversight committee is a 4-town cooperative venture
 4. Planning Board and Zoning Board of Appeals are quasi-judicial entities
 5. Voting member
 6. Not a Select Board Member

c. Accept in Lieu of Taxes - Mid-Coast Solid Waste Corporation - \$6,000.00

Manager Comments:

Accept Payment in Lieu of taxes from the Mid-Coast Solid Waste Corp.

Suggested Motion:

I move to accept the Payment in lieu of taxes in the amount of \$6,000 from the Mid-Coast Solid Waste Corporation and to send a thank you card.

d. Discuss Committee Spending Authorities.

Manager's Comments:

Recently we had a case where a board chair authorized the expenditure of funds without department head or town approval. This should not happen as the expenditure of funds is limited to the town departments and department heads and should not be made by any board chair or member of a board without specific approval.

Included in your packet is a draft letter to be sent out to all board chairs as a reminder.

Suggested Motion:

I move to approve the draft letter to be sent out to all board chairs as presented (amended)

Debra Hall, Chair
Denise Kennedy-Munger, Vice-Chair
Douglas Cole
Mark Kelley
Jeffrey Hamilton



101 Main Street
Rockport, Maine 04856
207-236-0806
207-230-0112 Fax
www.rockportmaine.gov

Notice to all Committee Members

A reminder to all Committee Members—the Town Charter and Bylaws of the Committees do not permit the expenditure of funds by Committees without approval by the Department Head or Select Board, as the case may be. Committees have no authorization to expend funds from the Town’s budget.

Without proper approval from the Select Board the committee members will be responsible for unauthorized expenses.

Debra Hall, Chair
Select Board

Denise Kennedy-Munger, Vice-Chair
Select Board

Douglas Cole
Select Board

Mark Kelley
Select Board

Jeffrey Hamilton
Select Board

e. Reappoint Town Officers effective July 1, 2019 through June 30, 2020

Manager's Comments:

Included in your packet is a listing of all the many Rockport Town Officer's that need to be reappointed. This is an annual reappointment that the board does. I have included 2 different suggested motions. One to do them all in one motion or one to do them separately. It is entirely up to the Board.

Suggested Motion:

I move reappoint all the officers on the reappointment list for a term of one year, as presented (amended)

OR

Suggested Motion:

I move reappoint _____Name_____ as _____Position_____ for a term of one year.

APPOINTMENTS
2019-2020

NAME	TITLE	TERM/EXPIRATION
WILLIAM S. POST	TOWN MANAGER, DEPUTY TAX COLLECTOR, TREASURER	ANNUAL
	SEXTON, ROAD COMMISSIONER	ANNUAL
LINDA M. GREENLAW	TOWN CLERK, TAX COLLECTOR, DEPUTY TREASURER, ASSISTANT GA ADMINISTRATOR	ANNUAL
MEGAN BRACKETT	FINANCE DIRECTOR	ANNUAL
KERRY LEICHTMAN	ASSESSOR	ANNUAL
WILLIAM NAJPAUER	COMMUNITY DEVELOPMENT DIRECTOR, PLANNER	ANNUAL
WILLIAM NAJPAUER	ASSISTANT CODE ENFORCEMENT OFFICER	
WILLIAM NAJPAUER	ALTERNATE LOCAL PLUMBING INSPECTOR	ANNUAL
SCOTT E. BICKFORD	CODE ENFORCEMENT OFFICER AND LOCAL PLUMBING INSPECTOR	ANNUAL
MICHAEL YOUNG	PUBLIC WORKS DIRECTOR	ANNUAL
RANDY GAGNE	CHIEF OF POLICE	ANNUAL
JASON PEASLEY	FIRE CHIEF	ANNUAL
DIANE HAMILTON	GENERAL ASSISTANCE ADMINISTRATOR	ANNUAL
HANNAH SISK	E-911 COORDINATOR	ANNUAL
BENJAMIN BLACKMON	LIBRARY DIRECTOR	ANNUAL
ABBIE LEONARD	HARBORMASTER	ANNUAL
DAVID L. FARLEY	ASSISTANT SEXTON	ANNUAL
JASON PEASLEY	DIRECTOR OF EMERGENCY MANAGEMENT AGENCY	ANNUAL
PHILIP SAUCIER/BERNSTEIN SHUR	TOWN ATTORNEY	ANNUAL
RON H.R. SMITH (RHR SMITH & COMPANY)	AUDITOR	ANNUAL

APPOINTMENTS
2019-2020

POLICE	DEPARTMENT	
NAME	TITLE	TERM/EXPIRATION
JAMES C. MOORE	SERGEANT/CONSTABLE	ANNUAL
TRAVIS W. FORD	PATROLMAN/CONSTABLE	ANNUAL
CHRISTOPHER TAYLOR	PATROLMAN/CONSTABLE	ANNUAL
JACOB POWERS	PATROLMAN/CONSTABLE	ANNUAL
ANTONIO DEL VECCHICO	PATROLMAN/CONSTABLE	ANNUAL
SCOTT ENTWISTLE	ANIMAL CONTROL OFFICER	ANNUAL

- f. Reappoint committee members who have terms expiring on June 30, 2019, who have agreed to serve another 3-year term (expiring June 30, 2022)

Manager's Comments:

Included in your packet is a listing of all board and committee members who have agreed to serve another term on their respective boards. I believe that you can approve them as a group or individually as in the previous item.

There are thank you cards to sign for those who are not renewing their terms.

Move one Alternate member of the Conservation Commission up to Regular member due to two resignations. Recommendation attached from committee chair.

Suggested Motion:

I move reappoint all the board and committee members as presented, for a term of three years, as presented (amended)

I move to move Alternate Member Megan Dwyer to regular member.

OR

Suggested Motion:

I move reappoint _____Name_____ to the _____Committee name _____for a term of three years.

- g. Reappoint two committee members who have a term expiring on June 30, 2019, who have agreed to serve 1-year terms:
 - William Kelley to the Opera House Committee with a term expiring on June 30, 2020
 - Dave Jackson to the Opera House Committee with a term expiring on June 30, 2020

Manager's Comments:

William Kelly and Dave Jackson have both agreed to serve a one-year term on the Opera House Committee.

Suggested Motion:

I move to reappoint William Kelly to the Opera House Committee, for a term of one year, with a term expiring on June 30, 2020.

Suggested Motion:

I move to reappoint Dave Jackson to the Opera House Committee, for a term of one year, with a term expiring on June 30, 2020.

**Committee Renewals
2019-2022**

NAME	COMMITTEE	YES	NO	SELECT BOARD LIAISON
Ray Freitag	Board of Assessment Review		NO	Kerry Leichtman - Town Rep
Leni Gronros	Camden-Rockport Pathways Committee		NO	Jeffrey Hamilton
Lynda Clancy	Camden-Rockport Pathways Committee	YES		Jeffrey Hamilton
Allen Mitchell	Capital Improvement Committee	YES		Mark Kelley and Jeffrey Hamilton
Steven Dailey	Capital Improvement Committee	YES		Mark Kelley and Jeffrey Hamilton
Julie Clement	Cemetery Committee	YES		Denise Kennedy-Munger
Helen Shaw	Cemetery Committee	YES		Denise Kennedy-Munger
Elizabeth Kononen Berry	Cemetery Committee		NO	Denise Kennedy-Munger
Fred Ribeck	Conservation Commission	YES		Mark Kelley
Lora Laffan	Conservation Commission	YES		Mark Kelley
Maggie Timmermann	Conservation Commission		NO	Mark Kelley
Laurence Novotney	Investment Committee	YES		Douglas Cole
David Jackson	Opera House Committee - 1 Year	YES		Denise Kennedy-Munger
William Kelley	Opera House Committee - 1 Year	YES		Denise Kennedy-Munger
Richard Remsen	Ordinance Review Committee	YES		Denise Kennedy-Munger
Taylor Allen	Ordinance Review Committee	YES		Denise Kennedy-Munger
Alexander Armentrout	Ordinance Review Committee	NO		Denise Kennedy-Munger
David Jackson	Parks Committee		NO	Mark Kelley
Alexandra "Sani" Fogel	Parks Committee		NO	Mark Kelley
Eleanor Ames	Parks Committee		NO	Mark Kelley
Warren Erickson	Planning Board		NO	Douglas Cole
Craig Mitchell	Planning Board		NO	Douglas Cole
Louis Laquaglia	Planning Board	YES		Douglas Cole
Barrett Brown	Recreation Committee	YES		Jeffrey Hamilton
Allen Mitchell	Zoning Board of Appeals	YES		Denise Kennedy-Munger
Terri MacKenzie	Zoning Board of Appeals	YES		Denise Kennedy-Munger
Kimberlee Graffam	Zoning Board of Appeals	YES		Denise Kennedy-Munger



June 18th, 2019

Dear Distinguished Board Members,

Please accept the recommendation of Lora Laffin continuing her active membership on the Rockport Conservation Commission. Term Expires 2022.

Thank you for your consideration in this matter. We look forward to continuing our mission with Lora on the committee.

Sincerely yours,

Kimberly M. Kimball

Kimberly M. Kimball
Rockport Conservation Commissioner
rockportme@icloud.com



June 18th, 2019

Dear Distinguished Board Members,

Please accept the recommendation of Meggan Dwyer continuing her active membership on the Rockport Conservation Commission and moving her status from alternate to Secretary Member.

Term Expires 2022.

Thank you for your consideration in this matter. We look forward to continuing our mission with Meggan on the committee.

Sincerely yours,

Kimberly M. Kimball

Kimberly M. Kimball
Rockport Conservation Commissioner
rockportme@icloud.com



June 18th, 2019

Dear Distinguished Board Members,

Please accept the recommendation of Fred Ribeck in the Vice-Chair role, continuing his active membership on the Rockport Conservation Commission. Term Expires 2022.

Thank you for your consideration in this matter. We look forward to continuing our mission with Fred on the committee.

Sincerely yours,

Kimberly M. Kimball

Kimberly M. Kimball
Rockport Conservation Commissioner
rockportme@icloud.com

h. Review and Approve Opera House Fee Schedule

Manager's Comments:

Included in your packet is a copy of the proposed revisions to the Opera House Fee schedule as recommended by the Opera House Committee.

Suggested Motion:

I move to approve the proposed revisions to the Opera House Fee schedule as recommended by the Opera House Committee, as presented (or as amended)



www.rockportoperahouse.com

ROCKPORT OPERA HOUSE 2019 RENTAL FEE SCHEDULE

AUDITORIUM - includes room set-up, green room, stage lights, basic sound system with 1 microphone, podium, use of kitchen, staff attendant and janitorial service.

Events (half day – up to 4 hours)

Renter	First 4 Hours	Each additional hour
Non-profit (Rockport-based)	\$400	\$75
Other non-profit	\$475	\$100
Private/commercial (Rockport-based)	\$600	\$100
Other private/commercial	\$675	\$125

Wedding (full day – up to 8 hours) - full payment due at time of signing contract.

Renter	Fee
Rockport resident	\$850
Non-resident	\$1,575

Funeral/Memorial Service (half day - up to 4 hours)

Renter	Fee
Rockport resident	\$400
Non-resident	\$475

GEOFFREY PARKER MEETING ROOM - includes room set-up, basic sound system with 1 microphone, staff attendant and janitorial service. Minimum 3 hours.

Renter	First 3 Hours	Each additional hour
Non-profit (Rockport-based)	\$275	\$60
Other non-profit	\$300	\$65
Private/commercial (Rockport-based)	\$350	\$70
Other private/commercial	\$375	\$75

Additional Services

Service	Fee
Rehearsal/Loading time (up to 4 hours)	\$100 each event
Kitchen	\$100 each event
Projector	\$150 each event
TV Monitor	1 Monitor \$50 – 2 Monitors \$75 (each event)
Livestream (up to 4 hours)	\$150 each event
Video Technician (required for Livestream)	\$50 minimum for up to 2 hours; \$25 an hour thereafter
House Manager	\$27 an hour

Payment Terms

Signed contract is required to hold date(s). Except for weddings, for which full payment is due at signing of contract, a non-refundable reservation deposit in the amount of 50% is due at signing. Balance is due immediately following the event.

FOR MORE INFORMATION/DETAILS, CONTACT:

Andrew Weber, Opera House Manager
 Rockport Opera House, 6 Central St., Rockport, ME 04856
 Telephone: (207) 542-3555 • E-mail: operahouse@town.rockport.me.us

i. Approval of Library Consultant Agreement

Manager's Comments:

Included in your packet is a copy of the Library Consultant Contract for your approval and signature.

Suggested Motion:

I move to approve the Library Consultant Contract as presented (or amended)

**TOWN OF ROCKPORT
CONSULTANT CONTRACT**

This Consultant Contract (“Contract”) is made between the Town of Rockport, Maine (“Town”) and Richard C. Bates (“Consultant”), an individual, residing in Camden, Maine. The Town and the Consultant may be referred to collectively as “the Parties.” This Contract is effective as of July 1, 2019.

RECITALS

- A. The Town desires to retain the services of Consultant (the “Services”) as hereinafter described;
- B. The Consultant desires to provide the Services on the terms and in the manner as set forth herein.

TERMS AND CONDITIONS

**SECTION 1
SCOPE OF SERVICES**

§1.1 Services. This is a contractual assignment for the Consultant to perform the following consulting services (“Services”):

- (1) Assistance and consulting services to the Town of Rockport relating to the construction of a new public library located at 1 Limerock Street in Rockport, Maine (the “Library Project”);
- (2) Availability to the new Rockport Town Manager, who will succeed Consultant when Consultant’s current term as Town Manager ends on June 30, 2019, regarding transition issues; and
- (3) Other services as requested by the Town Manager with the prior approval of the Select Board.

The specific Services of Consultant and the manner in which Consultant shall provide those Services to the Town are set forth in the Sections below as well as Exhibit A to this Contract, incorporated herein.

**SECTION 2
DUTIES OF CONSULTANT**

§2.1 Nature of Work. Consultant shall provide the Services under this Contract in a professional manner, with technical accuracy and timeliness as required by the needs of the Town and as customary for a professional providing such services. Consultant shall, without additional compensation, correct or revise any errors or deficiencies in his work.

§2.2 Qualifications. Consultant represents that he is qualified to furnish the Services described under this Contract.

§2.3 Personal Performance. Consultant shall not employ or engage other persons to perform the Services of Consultant under this Contract.

§2.4 Consultant-Provided Items and Equipment. The Consultant shall provide the Services under this Contract from his own office, not from a Town-provided office. The Consultant shall also provide his own transportation, phone, supplies, licenses and all other items necessary to provide the Services under this Contract except for: (a) any necessary compact discs, memory sticks, or other expenses necessary to carry out his responsibilities under Exhibit A relating to the Construction Project Photo System, and (2) the Town's provision of a laptop computer for use during the term of this Contract as provided in §3.2 below.

SECTION 3 DUTIES OF THE TOWN

§3.1 Provide Information. The Town shall provide pertinent information regarding its requirements for the Library Project necessary for the Consultant to perform his duties under this Contract.

§3.2 Laptop Computer. The Town shall provide Consultant a laptop computer to use throughout the term of this Contract and shall allow the Consultant to use the Town's copier and printers, as needed and approved by the Town Manager, for producing documents necessary to performing Services under the Contract. The Consultant shall not, however, use the services of Town employees in performing Services under this Contract, unless approved by the Town Manager.

§3.3 Meeting Space. The Town may make available, on a reasonable basis, Town-owned or Town-leased facilities for the purposes of meetings relating to Consultant's duties and responsibilities under this Contract. The location and availability of such facilities shall be subject to the Town Manager's approval.

SECTION 4 OWNERSHIP OF DOCUMENTS

§4.1 All documents prepared by the Consultant or received by the Consultant pertaining or relating to this Contract or received by the Consultant as a result of this Contract, are and shall be the property of the Town of Rockport.

SECTION 5 CONFIDENTIALITY

§5.1 All reports and documents prepared by Consultant in connection with the performance of this Contract are confidential until released by the Town to the public. Consultant shall not make any such documents or information available to any individual or organization not employed by the Town, without the consent of the Town Manager or Select Board. Nothing

herein, precludes Consultant from sending and receiving emails and documents consistent with the Services under this Contract.

**SECTION 6
INTEREST OF CONSULTANT**

§6.1 Conflicts. The Consultant represents that he presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services under this Contract.

**SECTION 7
CONSULTANT'S STATUS**

§7.1 Independent Contractor. Consultant agrees and acknowledges that during the performance of Services pursuant to this Contract, Consultant shall at all times be considered an independent contractor as defined pursuant to applicable Federal, State and or local laws. Nothing herein shall be construed to make Consultant an agent or employee of the Town while providing Services under this Contract. Consultant agrees and acknowledges that nothing in this Contract makes him eligible or entitles him to any pay, compensation, or benefits available to Town employees.

§7.1.1 Prior to commencing the Services pursuant to the Contract, Consultant shall agree, in writing, to comply with all Town rules regarding conduct, including anti-harassment and non-discrimination policies.

**SECTION 8
CONTRACT RATE**

§8.1 Contract Rate. Consultant shall be paid the total annual amount of \$33,800, which shall be payable in monthly installments of \$2,816.66 per month, payable within thirty (30) days after receipt of an invoice from Consultant.

§8.2 Invoices. The invoices submitted by Consultant shall include a detailed description of the Services performed and the time spent for such Services, including hours and dates worked.

§8.2.1 If the Consultant works in excess of 43.3 hours in any one month, the Consultant shall receive credit for those hours to be applied to other months when the total number of hours for the invoiced period is less than 43.3 hours.

§8.2.2 The Consultant shall work a total of 520 hours during the term of the Contract. If the Consultant fails to work a total of 520 hours, he will receive compensation for only those hours worked. If the Town determines that based on the number of hours submitted, the Consultant is not likely to work the required number of hours during the Contract, the Town may adjust the monthly payment to ensure that the Town is not placed in a position of paying Consultant for more hours than actually worked during the term of the Contract.

§8.2.3 The Consultant shall not exceed or bill the Town for more than 520 hours during the term of the Contract.

§8.3 Mileage Reimbursement. The Consultant shall be reimbursed for travel outside the Town of Rockport if approved, in advance, by the Town Manager.

**SECTION 9
CONTRACT TERM**

§9.1 Term. The term of the Contract shall commence on July 1, 2019, contingent on the Town receiving funding for the Contract at the Town Meeting on June 12, 2019. The term of the Contract shall expire on June 30, 2020. Consultant agrees and acknowledges that he has no reasonable expectation of renewal, extension or further consulting agreements.

§9.2 For Cause by Town. The Town may terminate this Contract for cause, without prior notice, if the Consultant disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction or otherwise substantially breaches a provision of this Contract.

§9.3 For Cause by Consultant. If the Town fails to make payments in accordance with this Contract, such failure shall be considered substantial nonperformance and cause for termination or, at the Consultant's option, cause for suspension of performance of Services under this Contract.

§9.4 Without Cause. The Town or the Consultant may, at any time, terminate this Contract without cause. In such case, the Consultant shall only be entitled to receive payment for Services rendered before the effective date of termination. The Consultant waives all rights to any other damages, whether in law or equity, not stated in this Section.

§9.5 Inability to Perform. The Town or the Consultant may terminate this Contract if the Consultant is unable to perform the terms of the Contract.

**SECTION 10
SPECIFIC REQUIREMENTS OF CONSULTANT AND
LIMITATIONS ON CONSULTANT'S AUTHORITY**

§10.1 Communications, Authority and Meetings. It is essential that the Town remain well-informed of all matters concerning the Library Project which has a high visibility among Town residents and a significant financial impact on those residents. Consultant acknowledges this need and agrees to the following conditions to this Contract:

1. Consultant shall copy the Town Manager on every communication sent or received by Consultant;
2. Consultant shall not authorize any change orders, specify any allowances, or enter into any agreements or authorizations, whether verbal or written, on behalf of the Town, the

Owner's Representative, the Town's Architect or the General Contractor of the Library Project;

3. Consultant shall establish his own hours and methods as long as they meet the needs of the Town in performing the Services pursuant to this Contract;
4. To the extent possible, the Consultant shall attend meetings requested by the Town, including but not limited to: weekly Library Project construction meetings; meetings with Town residents relating to the Library Project; meetings of the Town's Library Building Committee and designated meetings of the Town's Select Board.

**SECTION 11
INDEMNIFICATION**

§11.1 Indemnification. Consultant agrees to indemnify and hold harmless the Town for all suits, claims, causes of action, complaints, liabilities, damages, actions, expenses, costs and attorneys' fees related in any way to Consultant's performance of the Services and any breach of this Contract.

**SECTION 12
REMEDIES UPON BREACH**

§12.1 Remedies. Consultant acknowledges and agrees that in the event he breaches any of the terms or provisions of this Contract, nothing herein shall be construed to preclude or limit the Town from asserting claims or filing a lawsuit against Consultant for the purpose of (a) enforcing its rights under this Contract); (b) recovering moneys paid under this Contract; or (c) pursuing any other rights and remedies available under law. This Contract may be introduced as evidence in a proceeding or court action only for purposes of enforcing its terms or to evidence the Parties' intent in executing it.

**SECTION 13
WAIVER OF BREACH**

§13.1 Waiver. A waiver by any Party of a breach of any of the provisions of this Contract shall not operate or be construed as a waiver of any other provisions of this Contract or of any subsequent breach of the same or any other provisions of this Contract. The understandings and representations of the parties set forth in this Contract shall survive any breach of this Contract and be enforceable by any non-breaching Party.

**SECTION 14
MODIFICATION**

§14.1 Modification. No modification, amendment or waiver of any of the provisions of this Contract shall be effective unless in writing and signed by both Parties.

**SECTION 15
INTERPRETATION OF CONTRACT**

§15.1 Interpretation. The Parties to this Contract acknowledge and agree that (a) this Contract and its reduction to final written form are the result of good faith negotiations between the Parties; (b) the Parties have carefully reviewed and examined this Contract before execution by said Parties, or any of them; and (c) any statute or rule of construction that ambiguities are to be resolved against the drafting Parties shall not be employed in the interpretation of this Contract.

**SECTION 16
BINDING EFFECT**

§16.1 Binding Effect. This Contract, and all the provisions contained herein, shall be binding upon, and shall inure to the benefit of, the Parties hereto, and their respective heirs, successors and assigns.

**SECTION 17
GOVERNING LAW AND FORUM**

§17.1 Governing Law/Forum. This Contract and any disputes arising in connection with it shall be construed and governed in accordance with the laws of the State of Maine. Any dispute arising under or in connection with this Contract or related to any matter which is the subject of the Contract shall be subject to the exclusive jurisdiction of the state and/or federal courts located in Maine.

**SECTION 18
COUNTERPARTS**

§18.1 Counterparts. This Contract may be executed in any number of counterparts with the same effect as if all Parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one Contract.

**SECTION 19
SEVERABILITY**

§19.1 Severability. The invalidity or unenforceability of any provision in this Contract shall not affect the validity or enforceability of any other provision of this Contract. Any invalid or unenforceable provision shall be regarded as removed from this Contract to the extent of its invalidity and/or unenforceability. This Contract shall be interpreted and enforced as if it did not contain the said provision to the extent of its invalidity or unenforceability.

**SECTION 20
FURTHER ASSURANCES**

§20.1 Further Assurances. The Parties agree to give such further assurances and to execute such documents as may be necessary to correct, confirm and effectuate this Contract.

By: _____
Town of Rockport, Maine

Date: _____

By: _____
Richard C. Bates
Consultant

Date: _____

j. Consideration of EMS Contract

Manager's Comments:

At the time of writing this, I do not have a final contract to present for the packet. If I do get one between now and the meeting that will be forwarded along for board consideration.

I submitted a signed renewal with the provisions for a January 15th date to renew or extend as directed by the Board. Camden said that they would be willing to do the same thing. NEMHS came back with contract revisions that went far beyond what we had agreed on. Camden was able to get some compromise that led us to believe that “we are there” as I said at the last meeting.

Some additional changes are making that unlikely. Audra and I are trying to get NEMHS to come back with another agreement that will work for all parties.

I am not 100% sure we will get there by Monday, but in case we do.

Suggested Motion:

I move to approve the North East Mobile Health Contract as presented

k. Contract Renewal Discussion

Manager's Comments:

This item is to start the general conversation on how to approach the various contracts that the town has with different vendors. At this point the first one is our contract with Bernstein Shur our legal representation. Their engagement agreement ends at the end of June however they would be willing to continue on a month by month basis to give the Board time to consider the agreement and to meet with Phil during the month of July.

No formal decision is expected at this time, so no formal motion is suggested.



Town of Rockport, Maine

Finance Department

Town Office Building
101 Main Street
Rockport, Maine 04856

Megan A. Brackett, Finance Director

mbrackett@town.rockport.me.us

Telephone: 207.230.0180 x6

Fax: 207.706.4999

Date: April 1, 2019

To: Richard C. Bates. Town Manager

CC: Rockport Select Board

RE: Timeline for Infrastructure Bond

Below I have drafted a timeline of events in order to get an infrastructure bond issue on the November 2019 ballot:

April –

9th – the Capital Improvement Committee to meet and review the new CIP and the items outlined from the Select Board during the budget process, also give them a chance to add other items if they deem necessary. The CIP Committee to have preliminary recommendations drafted and to the Select Board for their first meeting in May.

Pathways Committee and Public Works Director to determine the sidewalks that would be added to the infrastructure bond, this would need to be completed by the end of April.

May –

Public Works Director to work with the Town engineers, or others as deemed necessary to determine cost estimates for the sidewalks to be completed. These to be completed by the end of July.

13th – At the Select Board regular meeting review and discuss the recommendations from the CIP Committee. Send any recommendations or questions back to the CIP Committee through either the Select Board liaison or the Finance Director.

Public Works Director to identify any roads that may need to be added to the bond issue and have price estimates for these roads by the end of July.

June –

The CIP Committee to meet again to review any direction from the Select Board and refine the list should they need to.

Public Works Director to continue working on getting cost estimates for sidewalk projects.

July –

Public Works Director delivers all price estimates for sidewalks or roadways to the Finance Director by July 26th.

Town get the engineering done on the Walker Park Seawall project.

29th to August 6th – CIP Committee meets again to review any items the Public Works Director has identified and review the cost estimates for the Walker Park Seawall project and adjusts their recommendations to the Select Board as needed.

August –

12th – At the regularly scheduled Select Board meeting the Select Board will review and discuss any further recommendation from the CIP Committee and develop a final list of projects to be completed. All cost estimates should be done by the point, and the Select Board should have a final bonding number.

13th – 19th – The Finance Director will work with bond counsel to get a warrant article drafted and ready for the Select Board approval to be placed on the November warrant by September 6th.

September –

12th – All items related to this bond issue need to be completed because the warrant will have to go to the printers on or around September 13th.

October –

4th – On or around this day absentee ballots will be available.

November –

4th – Election Day

Thank you,
Megan Brackett

Capital Improvement Committee Meeting

Wednesday – May 22, 2019

5:15 p.m.

Richardson Room

Town Office – 101 Main Street - Rockport

MINUTES

- Call meeting to order at 5:15 p.m. by Allen Mitchell
- Attendance: Megan Brackett (Finance Director), Michael Young (Public Works Director), Steve Corson, Allen Mitchell, Jeff Hamilton, Rick Bates (Town Manager), Jeff Charland, Steve Dailey, Mark Kelley
- Approval of Minutes
 - The minutes from 05/07/2019 meeting was motioned to be approved by Steve Dailey and seconded by Jeff Charland, all approved.
- New Business
 - Steve Corson, Steve Dailey, Jeff Charland and Allen Mitchell went on a ride and provided a list of their recommendations and findings. (A copy of this has been included with the minutes). There was a lengthy conversation about how they came to their ratings and why. They also asked Mike Young several questions about individual roads along the way.
 - A semi-final recommendation list was created for submission to the Select Board:
 - Town Pier \$162,000
 - Public Safety Building Paving \$31,000
 - Town Office Building Paving \$31,000
 - Harbor Paving \$53,000
 - Public Works Exhaust System \$30,000
 - Public Safety Building Exhaust System \$30,000
 - Town Office Building Vault \$15,000
 - Park Street (Meadow to Brandy Brook) \$63,400
 - Park Street (White Tail to Route 90) \$90,280
 - Old Rockland (Rockville to Route 17 East) \$175,000
 - South Street (Rockville to Beech Hill) \$101,180
 - Beech Hill to South Street \$202,800
 - Gurney Street \$102,035
 - Mill Street \$199,215

- Camden Street \$96,953
 - TOTAL \$1,382,863
- The by-laws were discussed, they would like to see the definition of capital improvement in them and have a minimum funding limit of \$25,000.
- The meeting was adjourned at 6:50 p.m.

ROADS

1 = most
5 = least

Allen 5/22/19

✓ 1	Park St (MEADOW TO Brandy Brook)	63,400
✓ 1	Park St (White Tail to RT 90)	90,280
3	MT PLEASANT (KELLER TO NEW PAVEMENT)	
5	MT PLEASANT (UNPAVED)	
✓ 1	OLD ROCKLAND ST. (NO SIDEWALK) Rockville to 17 EAST	336,000
3	South St (Rockville to Beech Hill Rd) 1st 200'	
2.5	BEACH HILL FROM (REPAIR TO South St)	
3	ELM ST	
✓ 1	SEA ST 31,010	HIS = 552,290
5	Maple St	
4	BIRCH	
4	AMSBURY	
✓ 1	SPEARCE 31,400	
2	MECHANIC ST INCLUDING REBUILT GRANITE SIDEWALK	cont?