

TOWN OF KENNEBUNKPORT, MAINE

-INCORPORATED 1653-

**Board of Selectmen Agenda  
August 8, 2019  
5:30 PM  
Village Fire Station—32 North Street**

1. Call to Order.
2. Executive Session at 5:30 PM to discuss MRSA 1, Section 405 6E - Consultations between a body or agency and its attorney concerning the legal rights and duties of the body.
3. Approve the July 25, 2019, selectmen meeting minutes.
4. Public Forum (This is an opportunity for anyone who wants to address the Board of Selectmen with any issue that is not on the agenda.
5. Consider a renewal liquor license application submitted by Captain Jefferds Inn, LLC, DBA Captain Jefferds Inn, 5 Pearl St.
6. Consider a renewal liquor license application submitted by Asador, LLC, DBA The Lost Fire, 62 Mills Road.
7. Consider annual request from the Rotary Club to rename Dock Square to Duck Square for one day on August 17 for the Duck Race and Riverfest event.
8. Appoint Tree Warden.
9. Consider appointment to the Shade Tree Committee.
10. Consider appointments to the Board of Assessment Review.
11. Award loader bid for Wastewater Department.
12. Consider supplemental sewer bills.
13. Award the bid for the forestry skid unit.
14. Discuss future needs of the fire stations.
15. Discussion of Ocean Avenue seawall project.

16. Consider street opening permit for Christopher and Shannon Ellis, 52 Langsford Road, for underground electrical trench.
17. Authorize Contract with Casella for Solid Waste Collection.
18. Award Comprehensive Plan RFP.
19. Consider a request for FY 2019 carry forwards.
20. Other business.
  - a. Nominate vice-president and Executive Committee members to the MMA.
21. Approve the August 8, 2019, Treasurer's Warrant.
22. Adjournment.

**Board of Selectmen Meeting  
July 25, 2019  
9:00 AM  
Town Hall—6 Elm Street**

Minutes of the Selectmen's Meeting of July 25, 2019

**Selectmen Attending:** Patrick A. Briggs, Allen Daggett, Sheila Matthews-Bull

**Selectmen Absent:** Stuart Barwise, Edward Hutchins

**Others:** Stefan Kuenzel, Jen Lord, Chris Mayo, Arlene McMurray, Tracey O'Roak, and Laurie Smith

**1. Call to Order.**

Chair Daggett called the meeting to order at 9:00 AM.

**2. Approve the July 11, 2019, selectmen meeting minutes.**

**Motion** by Selectman Briggs, seconded by Selectman Matthews-Bull, to approve the July 11, 2019, selectmen meeting minutes. **Vote:** 3-0.

**3. Public Forum (This is an opportunity for anyone who wants to address the Board of Selectmen with any issue that is not on the agenda.).**

Stefan Kuenzel from Kayak Excursions voiced his concerns about not being able to deliver and pick up kayaks at Jefferey's Way. He presently drops off and picks up approximately 15 kayaks a week at residents' homes/vacation rentals. It is an issue for those people living on back roads and the eastern end of Goose Rocks.

For a solution, he said a property owner offered the use of his property to put up a kayak rack. Another solution is that he could bring a trailer in the morning and leave it until the night. He is open to any solutions.

The Board agreed that it needs more time to explore possible solutions. Mr. Kuenzel understood.

**4. Set the mill rate for 2019 taxes.**

The Board was given three options for the mill rate: \$9.44 with \$56,076 overlay; \$9.45 with \$77,013 overlay; or \$9.46 with \$96,951 overlay.

**Motion** by Selectman Matthews-Bull, seconded by Selectman Briggs, to set the mill rate at \$9.45 with a \$77,013 overlay. **Vote:** 3-0.

**5. Review proposed language for Kennebunk River Ordinance re: Mooring Inspections.**

According to the Kennebunk River Ordinance, the harbormaster is responsible for inspecting and repairing moorings biannually. The proposed ordinance revision requires mooring inspections biannually by third-party contractors.

Kennebunkport Harbormaster Chris Mayo said he has spent 80 hours this year performing mooring inspections and repairs. Since he is the one inspecting the moorings, there are no checks and balances. He said he spoke with Kennebunk River Harbormaster Jim Black about hiring a third-party mooring inspector who is certified.

Chair Daggett added that the inspector should be certified by the Coast Guard.

Town Manager Laurie Smith said the Kennebunk River Committee met the night before and voted unanimously to disapprove the proposed change in the ordinance.

The Board would like to see this ordinance passed. Selectman Briggs suggested sending a letter to the Kennebunk Board of Selectmen.

**6. Consider request to waive Circus Smirkus tent permit fee.**

**Motion** by Selectman Matthews-Bull, seconded by Selectman Briggs, to approve the request to waive the Circus Smirkus tent permit fee. **Vote:** 3-0.

**7. Approve the July 25, 2019, Treasurer's Warrant.**

**Motion** by Selectman Matthews-Bull, seconded by Selectman Briggs, to approve the July 25, 2019, Treasurer's Warrant. **Vote:** 3-0

**8. Adjournment.**

**Motion** by Selectman Matthews-Bull, seconded by Selectman Briggs, to adjourn. **Vote:** 3-0.

The meeting adjourned at 9:38 AM.

Submitted by Arlene McMurray  
Administrative Assistant



# Agenda Item Divider





## KENNEBUNKPORT TOWN CLERK

**To:** Laurie Smith, Town Manager  
Board of Selectmen

**From:** Tracey O'Roak

**Date:** July 30, 2019

**Re:** Liquor License Approvals

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The following liquor license renewals are scheduled for the August 8<sup>th</sup> agenda.

1. *Captain Jefferds Inn LLC*. This is a renewal and has been signed off by all required departments. Approval is recommended.
2. *The Lost Fire*. This is a renewal and has been signed off by all required departments. Approval is recommended.

Thank you for your consideration.

This application has been reviewed and approved by the following Municipal Officials,  
whose signatures are on file with the Town Clerk:

✓

Police Chief

✓

Fire Inspector

✓

Code Enforcement Officer

Tracy O'Roak, Town Clerk

Captain Jeffords  
Jn  
8/8/19

The Lost Fire  
8/8/19

This application has been reviewed and approved by the following Municipal Officials,  
whose signatures are on file with the Town Clerk:

✓

Police Chief

✓

Fire Inspector

✓

Code Enforcement Officer

Tracy O'Roak Town Clerk

**BUREAU OF ALCOHOL BEVERAGES AND LOTTERY OPERATIONS**  
**DIVISION OF LIQUOR LICENSING AND ENFORCEMENT**  
**8 STATE HOUSE STATION, AUGUSTA, ME 04333-0008 (Regular Mail)**  
**10 WATER STREET, HALLOWELL, ME 04347 (Overnight Mail)**  
**TEL: (207) 624-7220 FAX: (207) 287-3434**  
**EMAIL INQUIRIES: MAINELIQUOR@MAINE.GOV**

| DIVISION USE ONLY  |     |
|--|-----|
| License No:  |     |
| Class:   | By: |
| Deposit Date:  |     |
| Amt. Deposited:  |     |
| Cash Ck Mo:  |     |
| Good SOS & DBA: YES <input type="checkbox"/> NO <input type="checkbox"/> |     |

**PRESENT LICENSE EXPIRES:** 08/02/19

NEW application: ☐ Yes ☒ No

If business is NEW or under new ownership, indicate starting date: \_\_\_\_\_

Requested inspection (New Licensees/ Ownership Changes Only) Date : \_\_\_\_\_ Business hours: \_\_\_\_\_

**INDICATE TYPE OF PRIVILEGE:** ☒ MALT ☒ VINOUS ☒ SPIRITUOUS

**INDICATE TYPE OF LICENSE:**

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> RESTAURANT (Class I,II,III,IV)  | <input type="checkbox"/> RESTAURANT/LOUNGE (Class XI)     | <input type="checkbox"/> CLASS A LOUNGE (Class X)             |
| <input type="checkbox"/> HOTEL (Class I,II,III,IV)       | <input type="checkbox"/> HOTEL, FOOD OPTIONAL (Class I-A) | <input checked="" type="checkbox"/> BED & BREAKFAST (Class V) |
| <input type="checkbox"/> GOLF COURSE (Class I,II,III,IV) | <input type="checkbox"/> TAVERN (Class IV)                | <input type="checkbox"/> QUALIFIED CATERING                   |
| <input type="checkbox"/> OTHER: _____                    |   | <input type="checkbox"/> SELF-SPONSORED EVENTS                |
- (QUALIFIED CATERERS ONLY)

**REFER TO PAGE 3 FOR FEE SCHEDULE**

**ALL QUESTIONS MUST BE ANSWERED IN FULL**

|   |  |  |   |  |  |
|---|--|--|---|--|--|
| <b>Corporation Name:</b><br>Captain Jeffords Inn LLC        |  |  | <b>Business Name (D/B/A):</b><br>Captain Jeffords Inn |  |  |
| <b>APPLICANT(S) –(Sole Proprietor)</b><br>Sarah M. Lindblom |  |  | <b>Physical Location:</b><br>5 Pearl St.              |  |  |
| <b>DOB:</b><br>4/7/48                                       |  |  | <b>DOB:</b><br>2/24/43                                |  |  |
| <b>Address</b><br>7 Fishers Lane                            |  |  | <b>City/Town</b><br>Kennebunkport                     |  |  |
| <b>State</b><br>ME  |  |  | <b>State</b><br>ME                                    |  |  |
| <b>Zip Code</b><br>04046                                    |  |  | <b>Zip Code</b><br>04046                              |  |  |
| <b>City/Town</b><br>Kennebunkport                           |  |  | <b>City/Town</b><br>Kennebunkport                     |  |  |
| <b>State</b><br>ME  |  |  | <b>State</b><br>ME                                    |  |  |
| <b>Zip Code</b><br>04046                                    |  |  | <b>Zip Code</b><br>04046                              |  |  |
| <b>Telephone Number</b><br>(207) 204-0118                   |  |  | <b>Business Telephone Number</b><br>(207) 967-2311    |  |  |
| <b>Fax Number</b><br>20-2464815                             |  |  | <b>Fax Number</b><br>04046                            |  |  |
| <b>Federal I.D. #</b><br>20-2464815                         |  |  | <b>Seller Certificate #:</b><br>1082845               |  |  |
| <b>Email Address:</b><br>Sarah@captainjeffordsinn.com       |  |  | <b>Website:</b><br>captainjeffordsinn.com             |  |  |

1. If premise is a Hotel or Bed & Breakfast, indicate number of rooms available for transient guests: 16

2. State amount of gross income from period of last license:

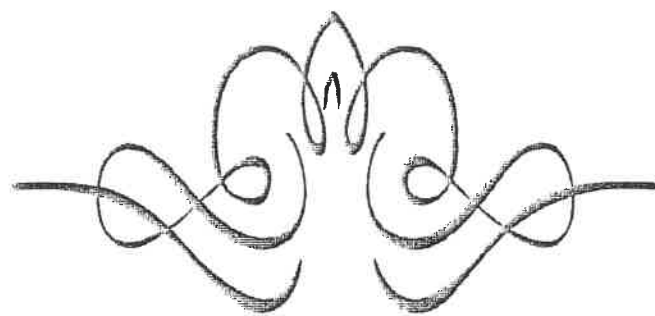
ROOMS \$ 930,000 FOOD \$ 1500 LIQUOR \$ 6,000

3. Is applicant a corporation, limited liability company or limited partnership? YES ☒ NO ☐

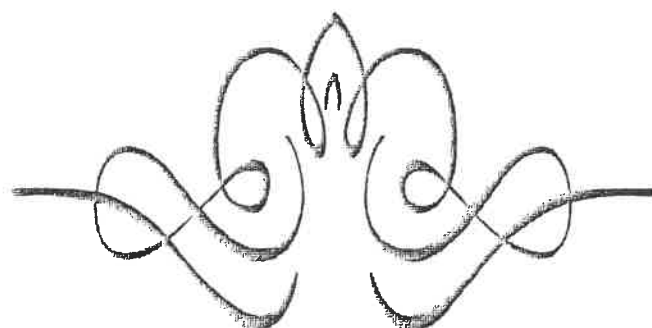
If Yes, please complete the Corporate Information required for Business Entities who are licensees.

4. Do you permit dancing or entertainment on the licensed premises? YES ☐ NO ☒





# Agenda Item Divider



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**BUREAU OF ALCOHOL BEVERAGES AND LOTTERY OPERATIONS**  
**DIVISION OF LIQUOR LICENSING AND ENFORCEMENT**  
**8 STATE HOUSE STATION, AUGUSTA, ME 04333-0008 (Regular Mail)**  
**10 WATER STREET, HALLOWELL, ME 04347 (Overnight Mail)**  
**TEL: (207) 624-7220 FAX: (207) 287-3434**  
**EMAIL INQUIRIES: MAINELIQUOR@MAINE.GOV**

| DIVISION USE ONLY  |     |
|--|-----|
| License No:  |     |
| Class:   | By: |
| Deposit Date:  |     |
| Amt. Deposited:  |     |
| Cash Ck Mo:  |     |
| Good SOS & DBA: YES <input type="checkbox"/> NO <input type="checkbox"/> |     |

**PRESENT LICENSE EXPIRES:** 8/17/2019

NEW application: ☐ Yes ☒ No

If business is NEW or under new ownership, indicate starting date: \_\_\_\_\_

Requested inspection (New Licensees/ Ownership Changes Only) Date : \_\_\_\_\_ Business hours: \_\_\_\_\_

**INDICATE TYPE OF PRIVILEGE:** ☐ MALT ☐ VINOUS ☐ SPIRITUOUS

**INDICATE TYPE OF LICENSE:**

- ☒ RESTAURANT (Class I,II,III,IV) ☐ RESTAURANT/LOUNGE (Class XI) ☐ CLASS A LOUNGE (Class X)  
☐ HOTEL (Class I,II,III,IV) ☐ HOTEL, FOOD OPTIONAL (Class I-A) ☐ BED & BREAKFAST (Class V)  
☐ GOLF COURSE (Class I,II,III,IV) ☐ TAVERN (Class IV) ☐ QUALIFIED CATERING  
☐ OTHER: \_\_\_\_\_ ☐ SELF-SPONSORED EVENTS

(QUALIFIED CATERERS ONLY)

**REFER TO PAGE 3 FOR FEE SCHEDULE**

**ALL QUESTIONS MUST BE ANSWERED IN FULL**

|  |                          |                   |  |                    |                          |
|--|--------------------------|-------------------|--|--------------------|--------------------------|
| <b>Corporation Name:</b><br>Asador LLC                     |                          |                   | <b>Business Name (D/B/A)</b><br>The Lost Fire                                |                    |                          |
| <b>APPLICANT(S) –(Sole Proprietor)</b><br>German Lucarelli |                          |                   | <b>Physical Location:</b><br>62 Mills Rd                                     |                    |                          |
| <b>DOB:</b><br>3/24/12                                     |                          |                   | <b>DOB:</b>  |                    |                          |
| <b>Address</b><br>62 Mills Rd                              |                          |                   | <b>City/Town</b><br>Kennebunkport  | <b>State</b><br>ME | <b>Zip Code</b><br>04046 |
| <b>City/Town</b><br>Kennebunkport                          |                          |                   | <b>Mailing Address</b><br>Same As Above? <input checked="" type="checkbox"/> |                    |                          |
| <b>State</b><br>ME   | <b>Zip Code</b><br>04046 |                   | <b>City/Town</b>   | <b>State</b>       | <b>Zip Code</b>          |
| <b>Telephone Number</b><br>646-241-7600                    |                          | <b>Fax Number</b> | <b>Business Telephone Number</b><br>207-204-0123                             |                    | <b>Fax Number</b>        |
| <b>Federal I.D. #</b><br>82-4756335                        |                          |                   | <b>Seller Certificate #:</b><br>or Sales Tax #:                              |                    |                          |
| <b>Email Address:</b><br>g.lucarelli@gmail.com             |                          |                   | <b>Website:</b>  |                    |                          |

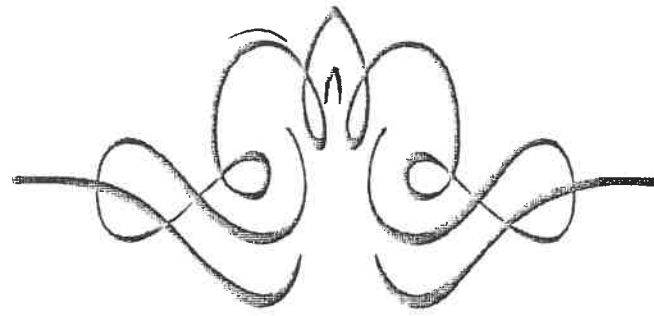
1. If premise is a Hotel or Bed & Breakfast, indicate number of rooms available for transient guests: \_\_\_\_\_

2. State amount of gross income from period of last license:

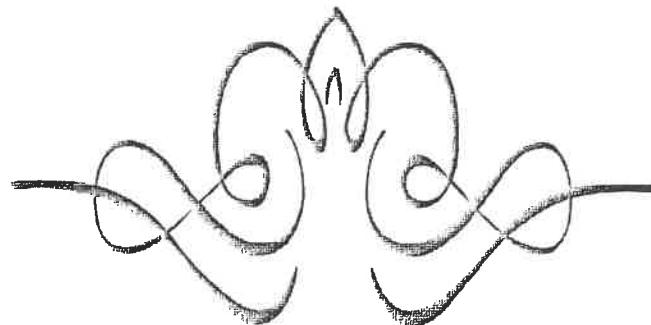
ROOMS \$ \_\_\_\_\_ FOOD \$ 446k LIQUOR \$ 219k

3. Is applicant a corporation, limited liability company or limited partnership? YES ☒ NO ☐

If Yes, please complete the Corporate Information required for Business Entities who are licensees.



# Agenda Item Divider





## Shade Tree Committee

July 11, 2019

**Term:** one year

**Members:** three or more

Sarah C. Adams

Kimberly Gurski

Robert Mills

Nina Pearlmutter

John Ripton

**Tree Warden:**

Patrick Briggs, Chair

**Selectman Representative:**

Sheila Mathews-Bull

**Term  
Expiration**

July 2020

July 2020

July 2020

July 2020

July 2020

## Laurie Smith

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**From:** cmsmailer@civicplus.com on behalf of Stephen Powell via Town of Kennebunkport, ME  
<cmsmailer@civicplus.com>  
**Sent:** Saturday, March 23, 2019 11:32 AM  
**To:** Laurie Smith  
**Subject:** Form submission from: Online Application for Boards/Committees

Submitted on Saturday, March 23, 2019 - 11:31am

Submitted values are:

Choose from the following: **Shade Tree Committee**

==Please provide the following information:==

Full Name: Stephen Powell

Email:

Residential Address:

Residential Phone:

Business Address:

Business Phone:

Mailing Address (if different):

Are you registered to vote in Kennebunkport? Yes Please list Membership in community organizations, dates involved, and activities performed:

Elm Watch Volunteer 2017-2019/regularly monitored tree health and communicated findings to Bob Palmer.

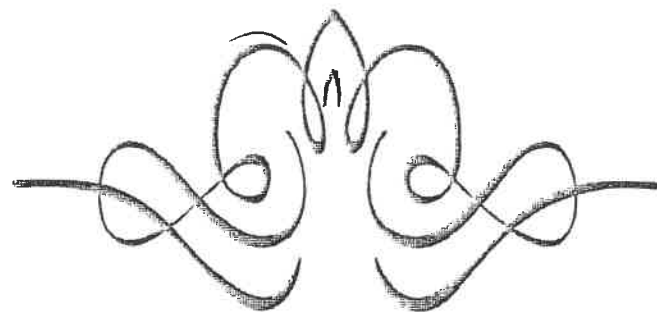
Patron/Volunteer Louis T. Graves Library Participant in Stage Island Archeological Week 2018 Do you have any skills, experience, or training you would like to mention?

What is your reason for wanting to serve on this board or committee? As an active volunteer in monitoring the health of the town's Elm trees for two years, I find this work both satisfying and extremely important to the character and history of the town. I would like to devote more time to this essential work as a committee member. Additionally, I am a strong supporter of the concept of "Kennebunkport as an Arboretum" and feel that I can be of service to this emerging program with my time, energy and experience.

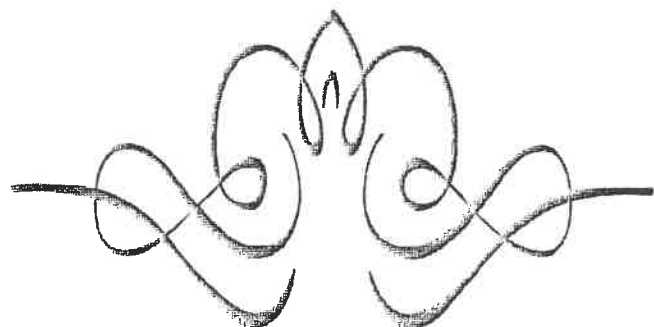
List the top 3 choices that you would like to serve on( 1. 2. 3. in desired order)? Shade Tree Committee

The results of this submission may be viewed at:

<https://www.kennebunkportme.gov/node/2661/submission/7323>



# Agenda Item Divider





July 11, 2019

## Board of Assessment Review

**Terms:** Three years on a staggered basis initially with all future appointments being for three years. Alternates are a three-year term. Members are limited to serving three, full, consecutive terms. Reappointment may occur after a one year period of nonservice. The Board of Selectmen may, despite the term limitations in this section and for good cause shown, appoint a member for an additional one year of service beyond the three consecutive terms.

**Members:** Five members and two alternates

|                | <b><u>Term<br/>Expiration</u></b> |
|----------------|-----------------------------------|
| Gordon C. Ayer | July 2022                         |
| April Dufoe    | July 2022                         |
| Mark Messer    | July 2020                         |
| Karen Schlegel | July 2022                         |
| 1 Vacancy      | July 2021                         |

**Alternates:**

|                   |           |
|-------------------|-----------|
| Theodore S. Baker | July 2020 |
| 1 Vacancy         |           |

## Arlene McMurray

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**From:** cmsmailer@civicplus.com on behalf of Jean Conaty via Town of Kennebunkport, ME  
<cmsmailer@civicplus.com>  
**Sent:** Thursday, August 01, 2019 7:07 PM  
**To:** Arlene McMurray  
**Subject:** Form submission from: Online Application for Boards/Committees

Submitted on Thursday, August 1, 2019 - 7:07pm

Submitted values are:

Choose from the following: Board of Assessment Review

==Please provide the following information:==

Full Name: Jean Conaty

Email: j

Residential Address: 2

Residential Phone: 2

Business Address:

Business Phone:

Mailing Address (if different):

Are you registered to vote in Kennebunkport? Yes Please list Membership in community organizations, dates involved, and activities performed:

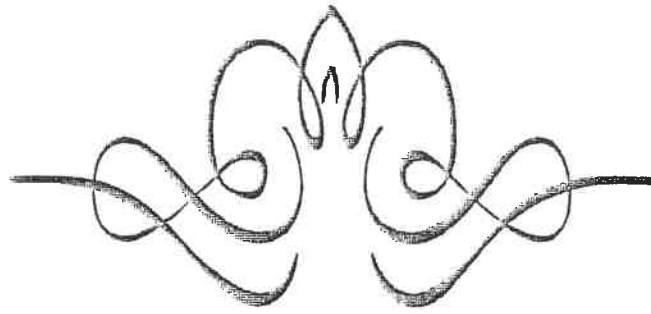
Kennebunkport Growth Planning Committee 2010-2015 (Vice Chair) Kennebunkport Zoning Board of Appeals 2016-2017  
Kennebunkport Board of Assessment Review 2015-2017 Kennebunkport Heritage Housing Trust 2018-2019 Senior  
Center Board of Trustees 2014-present (Chair, Vice Chair) Do you have any skills, experience, or training you would like  
to mention? 30 years experience in business What is your reason for wanting to serve on this board or committee? I  
have served on the Board previously and would like to rjoin List the top 3 choices that you would like to serve on( 1. 2. 3.  
in desired order)? Board of Assessment Review

The results of this submission may be viewed at:

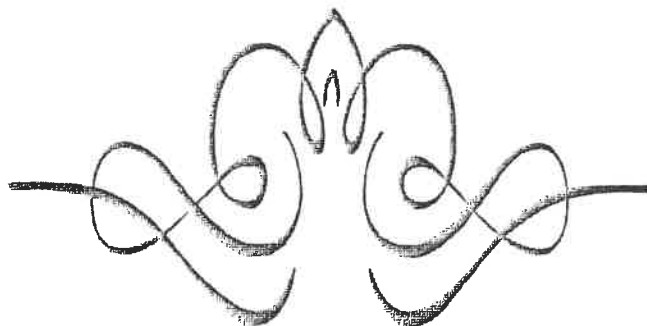
<https://www.kennebunkportme.gov/node/2661/submission/8394>

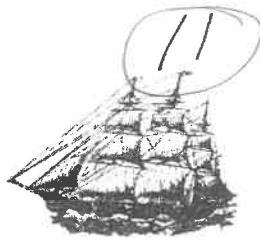






# Agenda Item Divider





## KENNEBUNKPORT WASTEWATER DEPARTMENT

**Date:** 7/29/19

**To:** Laurie Smith

**From:** Chris Simeoni

**Re:** Agenda items- 1) Award bid for wastewater loader  
2) Consider re-allocation of the remaining capital funds

The Wastewater FY 20 budget was approved with capital replacement of the 2004 John Deere 444. On July 1<sup>st</sup> 2019, an invitation to bid for the loader replacement was sent out to the following companies:

| Company              | Contact       | Bid Price    | Trade-In    | Final        |
|----------------------|---------------|--------------|-------------|--------------|
| Nortrax              | Peter Sanborn | \$138,224.00 | \$41,500.00 | \$96,724.00  |
| Southworth-Milton    | John Hayden   | \$130,336.00 | \$30,000.00 | \$100,336.00 |
| Beauregard Equipment | Eric Anderson | \$138,200.00 | \$31,800.00 | \$106,400.00 |
| Chadwick BaRoss      | Don Norris    | No response  |             |              |
| Anderson Equipment   | Ryan Hazelton | No response  |             |              |

We had only three responsive bidders. As a result of the final price to include trade-in value and company's ability to meet all required bid specifications, I am recommending trading in our current loader and awarding the bid for the new wastewater loader to Nortrax, Inc. in the amount of \$96,724.00. We believe the trade-in value offered by Nortrax is equal to, if not greater than what we would be able to get on the open market by putting our current loader out to bid. The crew, to include our mechanic Bill Perkins, have reviewed, inspected and tested all three machines and recommend the decision to purchase John Deere again.

In addition to the base bid submitted by Nortrax for the new loader, they have offered the Powertrain Plus Hydraulics extended warranty (84 months/4000 hours) at a very competitive price of \$2,415.00. We feel this extended warranty would be beneficial as the new loader will be a Tier 4 emissions machine with a complicated emission system. The only two capital purchases in the capital line item (\$126,050.00) for this year were the purchase of the replacement grinder pumps and loader. The grinder pumps totaled \$27,045.00. The final loader price after trade-in was \$96,724.00. This leaves a remaining balance of \$2,281.00 that

## KENNEBUNKPORT WASTEWATER DEPARTMENT

we would like to apply toward the purchase of the extended warranty with Selectmen authorization. The remaining \$134.00 deficit would be met through an appropriation from the vehicle maintenance line item in the operating budget.

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**BID PROPOSAL FORM**  
**LOADER Contract No. 2019-01**

**SUBMIT TO:** Town Manager's Office  
Town of Kennebunkport  
6 Elm Street  
P.O. Box 566  
Kennebunkport, Maine 04046

**BID DATE:** Wednesday, July 31st 2019, 2:00 p.m.

The undersigned hereby certifies he/she has examined and fully comprehends the requirements of these specifications and drawings for the above project and offers to furnish all labor, materials, equipment, supplies and related to do the work as detailed for the following lump sum price.

Base Bid \$ 138,224.<sup>00</sup>  
(In Numbers)

One Hundred Thirty Eight Thousand Two Hundred Dollars Twenty Four  
(In Words)

Expected Delivery Date 90 Days  
(Expected Date, Not Estimated Time)

**Deduct Alternate No. 1 (Allowance for Trade - In, See Section 1.10)**

Amount: \$ 41,500.<sup>00</sup> Words: Forty One Thousand Five Hundred Dollars

**NAME OF FIRM:** Nor-Trax, Inc.

**ADDRESS:** 396 County Road  
Westbrook, ME 04092

**AUTHORIZED SIGNATURE:** 

**PRINT NAME AND TITLE:** Peter Sanborn Territory Manager

**TELEPHONE:** 207-274-0896 **DATE:** 7/29/19

- Required Attachments:**
1. Completed Detailed Specifications
  2. Descriptive Literature (marked up)

**BID PROPOSAL FORM**  
**LOADER Contract No. 2019-01**

**SUBMIT TO:** Town Manager's Office  
Town of Kennebunkport  
6 Elm Street  
P.O. Box 566  
Kennebunkport, Maine 04046

**BID DATE:** Wednesday, July 31st 2019, 2:00 p.m.

The undersigned hereby certifies he/she has examined and fully comprehends the requirements of these specifications and drawings for the above project and offers to furnish all labor, materials, equipment, supplies and related to do the work as detailed for the following lump sum price.

Base Bid \$ 130,336.00  
(In Numbers)

One Hundred Thirty Thousand Three Hundred Thirty Six Dollars  
(In Words)

Expected Delivery Date 10/1/2019  
(Expected Date, Not Estimated Time)

**Deduct Alternate No. 1 (Allowance for Trade - In, See Section 1.10)**

Amount: \$ 30,000.00 Words: Thirty Thousand Dollars

**NAME OF FIRM:** Milton Cat

**ADDRESS:** 16 Pleasant Hill Rd  
Scarborough, ME 04074

**AUTHORIZED SIGNATURE:**

**PRINT NAME AND TITLE:**

**TELEPHONE:** 207-885-8061

**DATE:** July 29, 2019

**Required Attachments:** 1. Completed Detailed Specifications  
2. Descriptive Literature (marked up)

**BID PROPOSAL FORM**  
**LOADER Contract No. 2019-01**

**SUBMIT TO:** Town Manager's Office  
Town of Kennebunkport  
6 Elm Street  
P.O. Box 566  
Kennebunkport, Maine 04046

**BID DATE:** Wednesday, July 31st 2019, 2:00 p.m.

The undersigned hereby certifies he/she has examined and fully comprehends the requirements of these specifications and drawings for the above project and offers to furnish all labor, materials, equipment, supplies and related to do the work as detailed for the following lump sum price.

Base Bid \$ 138,200.00  
(In Numbers)  
one hundred thirty eight thousand two hundred Dollars  
(In Words)

Expected Delivery Date 60-90 days  
(Expected Date, Not Estimated Time)

**Deduct Alternate No. 1 (Allowance for Trade - In, See Section 1.10)**

Amount: \$ 31,800.00 Words: thirty one thousand eight hundred

**NAME OF FIRM:** Bcauregard Equipment Inc.

**ADDRESS:** 14 Gibson Rd.  
Scarborough Me 04074

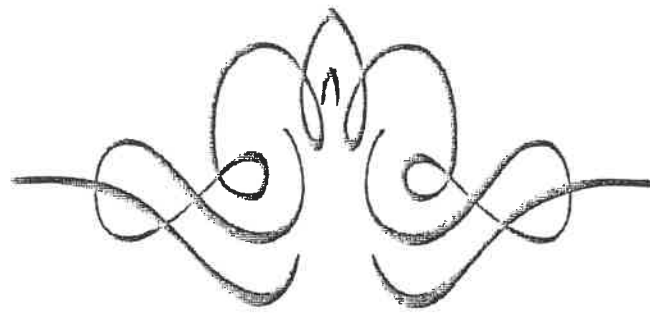
**AUTHORIZED SIGNATURE:**

**PRINT NAME AND TITLE:** Adam J. Labbe Branch Manager

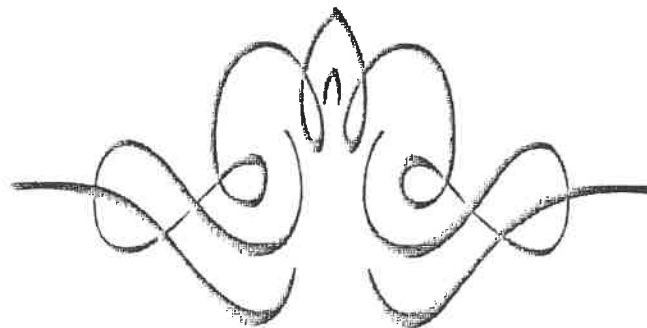
**TELEPHONE:** 207-885-0600

**DATE:** 7/26/19

- Required Attachments:**
1. Completed Detailed Specifications
  2. Descriptive Literature (marked up)



# Agenda Item Divider





12

## KENNEBUNKPORT WASTEWATER DEPARTMENT

**Date:** 8/6/2019

**To:** Laurie Smith

**From:** Chris Simeoni

**Re:** Consider two additional supplemental assessments

As a result of reviewing building permits for the last five years, we discovered two additional properties containing accessory apartments that aren't currently being billed for wastewater service. They consist of the following:

| Address                  | MBL     | 2017 | 2018     | 2019     | Total Asses. |
|--------------------------|---------|------|----------|----------|--------------|
| 59 Maine St.             | 10-5-2  |      | \$456.00 | \$467.62 | \$923.62     |
| 47 Wildes<br>District RD | 9-10-20 |      | \$201.14 | \$467.62 | \$668.76     |

All amounts were prorated from the date of permit approval. There are no late fees or interest included or to be assessed. I am recommending supplemental assessments in the indicated amounts for all three properties.

Thank you.



# TOWN OF KENNEBUNKPORT, MAINE

## Public Works Department

### Wastewater Division

INCORPORATED 1653

7/17/19

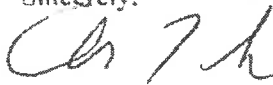
Ann M. Kasyan  
59 Maine Street  
Kennebunkport, ME 04046  
RE: 59 Maine Street, MBL 10-5-2

Dear Ann,

This correspondence is to advise you that our records indicate that your residence is/ or has been serviced by the Kennebunkport Wastewater Division for wastewater services for at least the past two years. (Or a wastewater impact fee has been paid two or more years ago.) We have recently discovered that the Town of Kennebunkport has not been billing the accessory dwelling (apartment) on your subject property a yearly sewer user fee for your sewer service. As a result, the Town of Kennebunkport will be seeking a supplemental assessment for the past two years' service as permitted by law and past practice. The total amount for the supplemental assessment will be \$923.62 for the years of 2018 (\$456.00) and 2019 (\$467.62). There are no late fees or interest included, or to be assessed, in this amount. The current yearly sewer user fee is \$467.62.

If you believe our records are in error, or you have questions, please feel free to contact me at the contact information provided below prior to Wednesday July 31st. If you have no questions or concerns, or we do not receive correspondence from you by Wednesday July 31st, authorized billing will follow, and you will receive a bill by mail.

Sincerely,

  
*Christopher Simeoni*

Deputy Director

Kennebunkport Public Works

25 R School Street, P.O. Box 1038, Kennebunkport, Maine 04046  
Tel: (207) 967-2245 Fax: (207) 967-5372



## TOWN OF KENNEBUNKPORT, MAINE

Public Works Department

Wastewater Division

*INCORPORATED 1653*

7/17/19

James Vesenko

47 Wildes District Road

Kennebunkport, ME 04046

RE: 47 Wildes District Road, MBL 9 10-20

Dear James,

This correspondence is to advise you that our records indicate that your residence is/ or has been serviced by the Kennebunkport Wastewater Division for wastewater services for at least the past two years. (Or a wastewater impact fee has been paid two or more years ago.) We have recently discovered that the Town of Kennebunkport has not been billing the accessory dwelling (apartment) on your subject property a yearly sewer user fee for your sewer service. As a result, the Town of Kennebunkport will be seeking a supplemental assessment for the past two years' service as permitted by law and past practice, even though your property may have been served for a longer period of time. The total amount for the supplemental assessment will be \$668.76. (For 2018 and 2019.) The yearly breakdown is as follows:

2018- The amount of \$201.14. (Pro-rated from permit date of 7/23/18)

2019- The amount of \$467.62.

There are no late fees or interest included, or to be assessed, in this amount. The current yearly sewer user fee is \$467.62.

If you believe our records are in error, or you have questions, please feel free to contact me at the contact information provided below prior to Wednesday July 31st. If you have no questions or concerns, or we do not receive correspondence from you by Wednesday July 31st, authorized billing will follow, and you will receive a bill by mail.

25 R School Street, P.O. Box 1038, Kennebunkport, Maine 04046

Tel: (207) 967-2245 Fax: (207) 967-5372

TOWN OF KENNEBUNKPORT, MAINE

Public Works Department

Wastewater Division

*INCORPORATED 1653*

Sincerely,

  
*Christopher Simeoni*

Deputy Director

Kennebunkport Public Works



# TOWN OF KENNEBUNKPORT, MAINE

— INCORPORATED 1653 —

## Certificate of Commitment of Sewer User Rates

To: Jennifer Lord, the treasurer of the municipality of Kennebunkport, Maine.

We, the undersigned municipal officers of the municipality of Kennebunkport, hereby certified and commit to you a true list of the sewer rates established by us pursuant to 30-A M.R.S.A. § 3406 for those properties, units, and structures required by local and State law to pay a sewer rate to the municipality, for the period beginning January 1, 2017 and ending December 31, 2017. This list is comprised of the pages numbered 1 to 1 inclusive which are attached to this certificate. The date(s) on which the rates included in this list are due and payable is (are) October 7, 2019. You are hereby required to collect from each person named in the attached list his or her respective amount as indicated in the list, the sum of those lists being \$444.00. You are hereby required to charge interest at a rate of 7.00% per annum on any unpaid account balance beginning October 8, 2019. You are hereby authorized to collect these rates and any accrued interest by any means legally available to you under State law. On or before December 31, 2019 you shall complete and make an account of your collections of the whole sum herein committed to you.

Given under our hands this 8th day of August 2019.

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Municipal Officers, Town of Kennebunkport

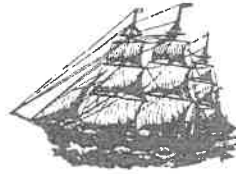
**Created Bills Report**

Rate Key : 105    Interest As Of: 08/09/2019

Book : 99

| Book            | Seq           | Cons | Regular | Misc | Tax  | Past Due | Interest | Amount | Account | Name                    |
|-----------------|---------------|------|---------|------|------|----------|----------|--------|---------|-------------------------|
| *99             | 7780          | 0    | 444.00  | 0.00 | 0.00 | 467.62   | 6.69     | 918.31 |         | 1556 RIELLY KATHERINE A |
| <b>Book: 99</b> |               |      |         |      |      |          |          |        |         |                         |
|                 | <b>1 bill</b> | 0    | 444.00  | 0.00 | 0.00 | 467.62   | 6.69     | 918.31 |         |                         |
| <b>Total:</b>   |               |      |         |      |      |          |          |        |         |                         |
|                 | <b>1 bill</b> | 0    | 444.00  | 0.00 | 0.00 | 467.62   | 6.69     | 918.31 |         |                         |





## TOWN OF KENNEBUNKPORT, MAINE

— INCORPORATED 1653 —

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We, the undersigned municipal officers of the municipality of Kennebunkport, hereby certified and commit to you a true list of the sewer rates established by us pursuant to 30-A M.R.S.A. § 3406 for those properties, units, and structures required by local and State law to pay a sewer rate to the municipality, for the period beginning January 1, 2018 and ending December 31, 2018. This list is comprised of the pages numbered 1 to 1 inclusive which are attached to this certificate. The date(s) on which the rates included in this list are due and payable is (are) October 7, 2019. You are hereby required to collect from each person named in the attached list his or her respective amount as indicated in the list, the sum of those lists being \$1,112.64. You are hereby required to charge interest at a rate of 7.00% per annum on any unpaid account balance beginning October 8, 2019. You are hereby authorized to collect these rates and any accrued interest by any means legally available to you under State law. On or before December 31, 2019 you shall complete and make an account of your collections of the whole sum herein committed to you.

Given under our hands this 8th day of August 2019.

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Municipal Officers, Town of Kennebunkport



**Created Bills Report**

Rate Key : 106 Interest As Of: 08/09/2019

Book : 99

| Book           | Seq  | Cons | Regular  | Misc | Tax  | Past Due | Interest | Amount   | Account | Name                                  |
|----------------|------|------|----------|------|------|----------|----------|----------|---------|---------------------------------------|
| *99            | 1785 | 0    | 200.64   | 0.00 | 0.00 | 0.00     | 0.00     | 200.64   | 357     | VASENKA JAMES P &<br>GEWENDOLYN D     |
| *99            | 2000 | 0    | 456.00   | 0.00 | 0.00 | 0.00     | 0.00     | 456.00   | 400     | KASYAN ANN M & ALPEYRIE<br>JEAN-LOUIS |
| *99            | 7780 | 0    | 456.00   | 0.00 | 0.00 | 911.62   | 6.69     | 1,374.31 | 1556    | RIELLY KATHERINE A                    |
| Book: 99       |      |      |          |      |      |          |          |          |         |                                       |
| 3 bills        |      |      |          |      |      |          |          |          |         |                                       |
|                |      | 0    | 1,112.64 | 0.00 | 0.00 | 911.62   | 6.69     | 2,030.95 |         |                                       |
| Total: 3 bills |      |      |          |      |      |          |          |          |         |                                       |
|                |      | 0    | 1,112.64 | 0.00 | 0.00 | 911.62   | 6.69     | 2,030.95 |         |                                       |





## TOWN OF KENNEBUNKPORT, MAINE

— INCORPORATED 1653 —

### **Certificate of Commitment of Sewer User Rates**

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We, the undersigned municipal officers of the municipality of Kennebunkport, hereby certified and commit to you a true list of the sewer rates established by us pursuant to 30-A M.R.S.A. § 3406 for those properties, units, and structures required by local and State law to pay a sewer rate to the municipality, for the period beginning January 1, 2019 and ending December 31, 2019. This list is comprised of the pages numbered 1 to 3 inclusive which are attached to this certificate. The date(s) on which the rates included in this list are due and payable is (are) October 7, 2019. You are hereby required to collect from each person named in the attached list his or her respective amount as indicated in the list, the sum of those lists being \$1,823.72. You are hereby required to charge interest at a rate of 9.00% per annum on any unpaid account balance beginning October 8, 2019. You are hereby authorized to collect these rates and any accrued interest by any means legally available to you under State law. On or before December 31, 2019 you shall complete and make an account of your collections of the whole sum herein committed to you.

Given under our hands this 8th day of August 2019.

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Municipal Officers, Town of Kennebunkport

## Created Bills Report

Rate Key : 107 Interest As Of: 08/09/2019

07/26/2019  
Page 1

Book : 99

| Book            | Seq  | Cons | Regular  | Misc | Tax  | Past Due | Interest | Amount   | Account | Name                                  |
|-----------------|------|------|----------|------|------|----------|----------|----------|---------|---------------------------------------|
| *99             | 1785 | 0    | 467.62   | 0.00 | 0.00 | 200.64   | 0.00     | 668.26   | 357     | VASENKA JAMES P &<br>GEWENDOLYN D     |
| *99             | 2000 | 0    | 467.62   | 0.00 | 0.00 | 456.00   | 0.00     | 923.62   | 400     | KASYAN ANN M & ALPEYRIE<br>JEAN-LOUIS |
| *99             | 7780 | 0    | 467.62   | 0.00 | 0.00 | 1,367.62 | 6.69     | 1,841.93 | 1556    | RIELLY KATHERINE A                    |
| <b>Book: 99</b> |      |      |          |      |      |          |          |          |         |                                       |
| <b>3 bills</b>  |      | 0    | 1,402.86 | 0.00 | 0.00 | 2,024.26 | 6.69     | 3,433.81 |         |                                       |
| <hr/>           |      |      |          |      |      |          |          |          |         |                                       |
| <b>Total:</b>   |      | 0    | 1,402.86 | 0.00 | 0.00 | 2,024.26 | 6.69     | 3,433.81 |         |                                       |
| <b>3 bills</b>  |      |      |          |      |      |          |          |          |         |                                       |

Book : 99

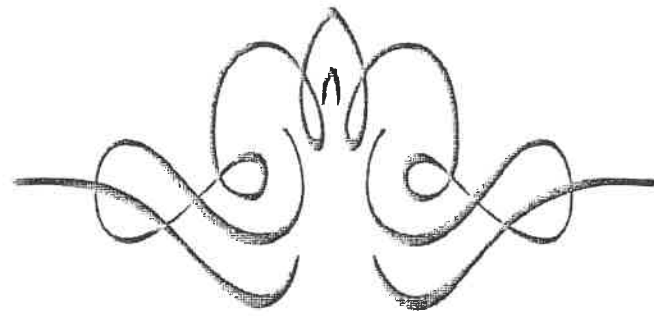
| Book     | Seq | Cons | Regular | Misc | Tax  | Past Due | Interest | Amount | Account Name                              |
|----------|-----|------|---------|------|------|----------|----------|--------|---|
| *99      | 0   | 0    | 205.75  | 0.00 | 0.00 | 0.00     | 0.00     | 205.75 | 14220 HUTCHINS, DEXTER & DANA<br>& MARY R |
| Book: 99 |     |      |         |      |      |          |          |        |   |
| 1 bill   |     | 0    | 205.75  | 0.00 | 0.00 | 0.00     | 0.00     | 205.75 |   |
| Total:   |     | 0    | 205.75  | 0.00 | 0.00 | 0.00     | 0.00     | 205.75 |   |
| 1 bill   |     |      |         |      |      |          |          |        |   |

**Created Bills Report**

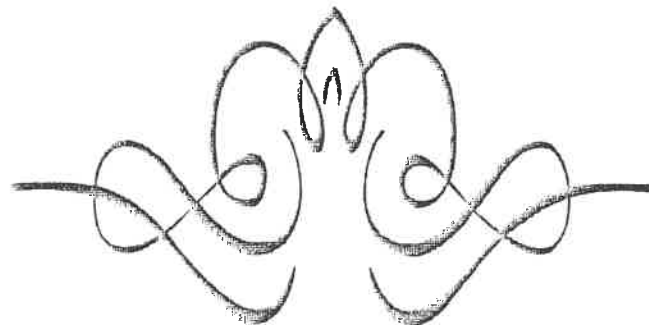
Rate Key : 104 Interest As Of: 08/09/2019

Book : 99

| Book            | Seq | Cons | Regular | Misc | Tax  | Past Due | Interest | Amount | Account | Name                           |
|-----------------|-----|------|---------|------|------|----------|----------|--------|---------|--------------------------------|
| *99             | 0   | 0    | 215.11  | 0.00 | 0.00 | 0.00     | 0.00     | 215.11 | 14219   | WALSH, KEVIN F &<br>LORRAINE M |
| <b>Book: 99</b> |     |      |         |      |      |          |          |        |         |                                |
| 1 bill          |     | 0    | 215.11  | 0.00 | 0.00 | 0.00     | 0.00     | 215.11 |         |                                |
| <b>Total:</b>   |     | 0    | 215.11  | 0.00 | 0.00 | 0.00     | 0.00     | 215.11 |         |                                |
| 1 bill          |     |      |         |      |      |          |          |        |         |                                |



# Agenda Item Divider



13

## Memorandum

**To:** Board of Selectmen  
Laurie Smith, Town Manager  
**From:** John Everett, Fire Chief  
**Re:** Award bid for the Forestry Skid Unit for the Fire Dept.  
**Date:** 7/25/2019

I would like to have the BOS award the Forestry Skid Unit bid that is due August 7, 2019. I will have all bids and my recommendation for the 8/8/19 meeting. I would be happy to answer any questions. The next opportunity to act on it would not be until the first meeting in September.

The Forestry Skid unit is a water tank and pump that will slide into the back of a pick-up truck. The unit has a foam cell in it as well to put assist in extinguishing wood and grass fires. This unit is just like the one the town bought about 4 years ago. Currently we have 3 brush trucks and will be moving to reduce that number by one when the next one-ton pick-up truck is purchased. I have attached the bid specs. I expect to get four bids back.

The truck that this skid unit is going in is arriving the first week of August. I would like to get the skid unit ordered as soon as possible. It may take 10-12 weeks for the unit to be built. During the build the truck will be lettered, and the warning lights and radios installed. I wanted to give the bidders as much time as possible to bid. The bids went out on 7/25/2019.



# Kennebunkport, Maine

## SPECIFICATIONS

### ***1 – DI-PFP-20HPHND-MR Forestry Skid Unit***

**Kennebunkport Fire Department**

Contract No. KPFD 2019-02

TOWN OF KENNEBUNKPORT  
Laurie Smith, Town Manager

July 24, 2019

Kennebunkport Fire Department  
32 North Street  
Kennebunkport, Maine 04046  
(207) 967-2114

**BID DATE: Wednesday, August 7, 2019 at 2:00 p.m.**

# ***TABLE OF CONTENTS***

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## **1– Forestry Skid Unit**

Kennebunkport Fire Department  
Contract No. KPFD 2019-02

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|  |          |
|--|----------|
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| <b>1.02 BID COMPLIANCE .....</b>         | <b>2</b> |
| <b>1.03 DELIVERY.....</b>                | <b>3</b> |
| <b>1.04 DELIVERY CONDITION.....</b>      | <b>3</b> |
| <b>1.05 TAX EXEMPTION .....</b>          | <b>3</b> |
| <b>1.06 GUARANTEE.....</b>               | <b>3</b> |
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| <b>3.01 FORESTRY SKID UNIT .....</b>     | <b>6</b> |

# INVITATION TO BID

**The Town of Kennebunkport, Maine will accept sealed bids until 2:00 p.m., Wednesday August 7, 2019 at the Town Manager's Office, 6 Elm Street, Kennebunkport, Maine** for the furnishing of one (1) – Forestry Skid Unit, for the Kennebunkport Fire Department. Bids shall be submitted in sealed envelopes with the name and address of the Bidder and marked "KPFDD Forestry Skid Unit" on the face of the envelope. The bids will be opened and publicly read aloud at 2:00 p.m. on the same date.

A complete set of the contract documents may be downloaded from the Town of Kennebunkport web site. Bids shall be submitted on the provided forms in accordance with the Information for Bidders. No Bidder may withdraw a bid within thirty (30) days after opening thereof.

The Owner reserves the right to waive any informalities in or to reject any and all bids.

---

John C. Everett, Fire Chief  
Kennebunkport Fire Department  
Town of Kennebunkport

# **GENERAL INFORMATION**

## **SECTION 1**

---

### **1.01 INFORMATION FOR BIDDERS**

- A. Sealed unit price proposals will be received by the Town Manager of the Town of Kennebunkport, Maine up until 4:00 p.m., Wednesday August 7, 2019, then to be publicly opened and read aloud for the furnishing of one (1) Forestry Skid Unit, to the Fire Department in accordance with these specifications.
- B. Bids shall be submitted on the attached "Bid Proposal Form" and shall be signed by an authorized person indicating full knowledge and acceptance of the specifications. The sealed bid shall be submitted to the Town Manager's Office and the envelope shall be clearly marked with the name and address of the bidder and the specific contract for which the bid is being submitted.
- C. No bidder may withdraw his bid within thirty (30) days after opening thereof.
- D. Qualified bids will be deemed to be only bids from authorized dealers.
- E. Each Bidder shall indicate on the appropriate place on the Bid Proposal Form the manufacturer and product name for the material to be supplied under this bid. Literature describing the physical and performance characteristics of the equipment bid shall be attached and included with the bid. All such descriptive literature furnished shall be clearly marked (underline specific items in red or highlight the items) to indicate the specific equipment to be furnished under this bid. Do not submit any brochures without first marking the item to be supplied if more than one selection or option is shown in the catalog. The Town, however, reserves the right to request additional information deemed necessary for proper evaluation of bids.
- F. Each Bidder shall fully complete and submit with the bid the attached "Detailed Forestry Skid Unit Specifications" form. Failure to complete and submit the attached form will be grounds for rejection of the bid.
- G. Bidders may submit separate proposals for sale of new Forestry Skid Units that meet or exceed Detailed Specifications and are available for immediate delivery to the Town of Kennebunkport.

### **1.02 BID COMPLIANCE**

- A. The Town of Kennebunkport will regard all bids received as an agreement by the Bidder to conform to all items of these specifications. If the equipment offered differs from the provisions contained in this specification, such differences must be explained in detail, and the bid will receive careful consideration if such differences do not depart from the intent of this specification and are in the best interest of the Town.
- B. The Manufacturer's name and model designation must be shown on the bid form in the designated spaces, however, that information is not sufficient evidence that the bidder is taking exception to the detailed specification. If no exceptions or deviations are specifically shown and explained, equipment shall be furnished exactly as specified.

### **1.03 DELIVERY**

- A. The Forestry Skid Unit shall be delivered as soon as possible, and guaranteed delivery may be considered in making the award. Delivery time shall be expressed on the bid proposal form in the space provided (in number of calendar days required to make delivery after receipt of a purchase order).
- B. The Forestry Skid Unit shall be delivered to the Kennebunkport Fire Department, 32 North Street, Kennebunkport, Maine.

### **1.04 DELIVERY CONDITION**

- A. The forestry skid unit delivered shall be in strict accordance with these specifications. If the forestry skid unit is delivered with deviations or improper servicing, the Bidder must arrange to have the necessary work done within five (5) business days after notification from the Town of Kennebunkport.
- B. Provide one (1) copy each of the maintenance and the operational manual, and a complete parts list for all electrical and mechanical equipment as may be furnished with the Forestry Skid Unit (See Detailed Specs for further requirements)

### **1.05 TAX EXEMPTION**

- A. The Town of Kennebunkport (a municipal government) is an exempt entity under law of the State of Maine and is, therefore, exempt from payment of the State of Maine sales or use tax on purchases made directly for its own use. These taxes are not to be included in the bid prices for any equipment, materials and supplies sold to the Town under this Contract.
- B. The Town of Kennebunkport is exempt from Federal Excise Tax and Federal Transportation Tax on all equipment, materials and supplies sold to the Town for its own use. These taxes are not to be included in the bid prices under this contract.

### **1.06 GUARANTEE**

- A. The Bidder guarantees that the Forestry Skid Unit furnished under this bid is a new and unused product of regular manufacture.
- B. The decision of the designed officer appointed by the Kennebunkport Town Manager shall be the person to reasonable compliance with these specifications and guarantee shall be final.
- C. The manufacturer's standard warranty shall apply to the Forestry Skid Unit and warranty service shall be gratis at any dealer's shop.
- D. The successful Bidder shall further guarantee the Forestry Skid Unit and all equipment furnished for a period of one (1) year from date of delivery in addition to any standard warranties offered with the forestry skid unit. This guarantee shall include defective materials and workmanship. If, during this period, warranty repairs and/or parts replacement become necessary due to defective materials and/or workmanship, all labor and material to make satisfactory repair shall be furnished at no cost to the Town by the Bidder.

## **1.07 BASIS FOR AWARD**

- A. The Town of Kennebunkport reserves the right to accept or reject any or all bids in whole or in part, to waive any formality and technicality in any bid, and to accept any item or items in any bid. The Town reserves the right to accept or reject any or all bids as may best serve the interest of the Town.
- B. Bids shall be submitted in a sealed envelope or package with the type of bid clearly indicated on the outside.
- C. The Town will accept the bid most advantageous to the Town, not necessarily the lowest bid. Alternative quotations will be considered only when clearly explained. They will be considered only if the specifications are met and the alternatives are submitted as an alternative bid.
- D. The base bid price plus Town Selected Options bid price quoted shall be the net amount and shall include all costs necessary to furnish and deliver the Forestry Skid Unit as required by these specifications.

## **1.08 PAYMENT**

- A. When the Forestry Skid Unit is delivered and after inspection of the skid unit and equipment to ensure compliance with these specifications, the Town will process a request for payment. However, if poor workmanship and/or minor deviations exist, the Town may withhold up to 20% of the contract price upon delivery and delay payment of the balance until the Bidder has made all necessary corrections.
- B. The Town may withhold the full payment of the contract price if, in its opinion, the Forestry Skid Unit contains major deviations from the specifications.
- C. The Town of Kennebunkport will pay the amount due upon delivery acceptance.

## **1.09 SERVICE**

- A. Service by an authorized dealer of the Forestry Skid Unit shall be available to the Town of Kennebunkport
- B. If the unit is directly shipped from the factory to the Town, it shall be the Bidder's responsibility to insure at the time of delivery that all components and accessories specified have been properly serviced and installed.
- C. It shall be the Bidder's responsibility to ensure that the Forestry Skid Unit is ready for service.

# BID PROPOSAL FORM

## SECTION 2

### KPFD Forestry Skid Unit Contract No. KPFD 2019-02

**SUBMIT TO:** Town Manager's Office  
Town of Kennebunkport  
6 Elm Street / P.O. Box 566  
Kennebunkport, Maine 04046

**BID DATE:** August 7, 2019 at 4:00 p.m.

The undersigned hereby certifies he/she has examined and fully comprehends the requirements of these specifications for the above equipment and offers to furnish all labor, materials, equipment, supplies and related to do the work as detailed for the following lump sum price. Bid Prices (1-3) should reflect the price of one truck.

#### Model Bid

**1. Base Bid for Forestry Skid Unit \$** \_\_\_\_\_  
(In Numbers)

Expected Delivery Time after Receipt of Purchase Order \_\_\_\_\_

**NAME OF FIRM:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

**PRINT NAME AND TITLE:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**Required Attachments:** 1. Detailed Specifications with Town Selected Options

# DETAILED SPECIFICATIONS

## SECTION 3

### 1 – Forestry Skid Unit

The Town of Kennebunkport Fire Department is requesting bid quotes on 1 – Forestry Skid Unit. Bidders must supply manufacturers specifications for the completed unit including options that will meet or exceed the units noted for bid quotes. Each bidder shall complete the following section supplying the information requested for the equipment bid. Failure to complete this section may be considered grounds for rejecting the bid.

**KPFD Forestry Skid Unit:**                      **Make:** \_\_\_\_\_

**Model:** \_\_\_\_\_

**Option Equipment List Attached**                      **Yes:** \_\_\_\_\_

| <i>Specification Description</i> | <i>Minimum Required</i> | <i>Bidder</i> | <i>to</i> |
|----------------------------------|-------------------------|---------------|-----------|
|----------------------------------|-------------------------|---------------|-----------|

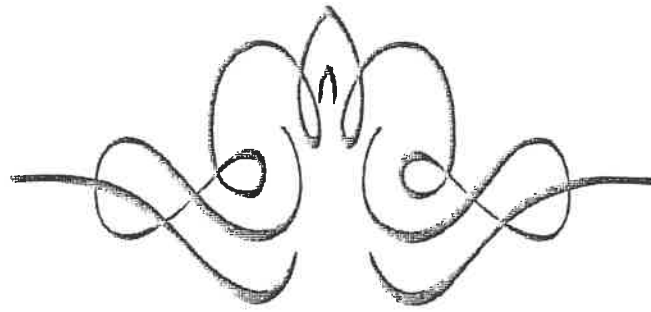
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#### 3.01 Forestry Skid Unit

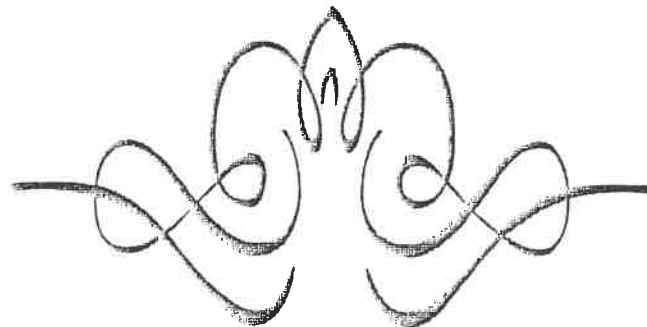
1. 20HP Honda engine with electric start
2. Quiet muffler
3. 3 Gallon fuel tank with holder
4. 225 Gallon water tank
5. 8 Gallon drop in foam cell
6. Scotty A & B foam system with hardware for foam cell
7. Manifold outlet
8. Tank fill with industrial ball valve
9. 3/4" garden hose connection with industrial ball valve
10. (2) 1 1/2" Fire type ball valve service line with cap and chain
11. Suction inlet
12. Standard suction with 2 industrial ball valves
13. Electric rewind hose reel with 200' of 1" rubber hose
14. Set of chrome outriggers with 3 way rollers
15. Aluminum pre-connect hose tray to hold 1 3/4" x 200'  
Tray to extend past the edges of the tank for a total length of 64"
16. Black canvas cover on pre-connect



17. Mesh net on pre-connect
18. 5" Poly storage frame
19. Shipping direct to Kennebunkport Fire Department



# Agenda Item Divider



**Memorandum**

To: Board of Selectmen

Fr: Chief Everett

Re: Future Fire Station needs

Dt: August 1, 2019

Since inception the Town of Kennebunkport has operated four fire stations with four fire companies. The stations were built in the village areas of the town. They were located in the Village, originally on Ocean Ave, Wildwood, Cape Porpoise, originally in the Atlantic Hall Building and Goose Rocks Beach, which had two previous stations on Edgewood and Wildwood before moving to the current location on Route 9. The assumption is the individual village areas of town were just far enough away from each other that the residents of each village felt the need for local fire protection. Each fire company operated their station with their own Fire Chief until 2008, when the Town combined the forces into one municipal department with one Fire Chief. Since that time, the Town has continued to operate with a Chief, an administrator and a call force. This means that firefighters are not housed at the stations but respond from their location to a station or the scene when a call is received. This system can work well when you can attract qualified and locally available firefighters. The challenge for the future of the department is a decreasing number of qualified responders who are available when we receive the majority of our call volume.

The town's demographics work against the continued use of a call force. For the Fire Department (FD) there are three demographic obstacles we may or may not be able to overcome. First, is the seasonal nature of the Town. It takes me more time and energy to maintain the training records of a part time resident firefighter than year-round resident firefighter. The part time resident firefighter must have specific recurrent training each year. It is very difficult to help them grow within the department because in the eyes of Maine BLS their training starts over each year before they can respond due to the 6+ months they live somewhere else and are not firefighting or training. I have added a couple of firefighters that are in this category, to help keep the current system as long as possible.

Second is the median age of the firefighters and our population. Both are aging which is a challenge for keeping the FD the community-based resource it is today. Our median age is 55, with the most active members over the age of 60.

The third is the changing world in terms of volunteerism. Thirty years ago, every FD had many responders coming out to every call. The members usually worked in the town they served and were available when the call sounded. Today, many residents work out of town and contractors have too much work to be called away for the more simple alarm and smoke calls that make up the majority of our runs.

We see our highest run volume between 6:00 am and 6:00 pm, Monday through Friday. Our busy time is when most of our responders are at work and less likely to be able to available. In 2018 almost 2/3 of the calls, or 64%, occurred during this time.

During the budget process for FY20, I spoke about the need for responders, especially during the day during the week. I presented data collected from our runs over the last three years that

demonstrated how the department has struggled to meet the two in two out rule. In 2016, 71% of the total number of calls could require two in two out. This total excludes wires down, motor vehicle accident, public assist, boat calls, outside fire and water problem calls. The calls counted were any call that could require firefighters to enter an immediately dangerous to life and health (IDLH) atmosphere. These would include calls for reported building fire, smoke inside, and fire or CO alarms. In 2016 we met the rule 82% of the time. In 2017 our compliance dipped to 54% and in 2018 went up a bit to 61%.

There are two significant factors to the drop and regain during 2017 and 2018. First is because of the response to nearly every call by the late Chief Moir and Assistant Chief Chisholm. Both Alan and Dave were interior firefighters. The bump in 2018 was due to my presence and the high number of calls I respond to both during my weekly office hours and from home.

While we have had recent success with our recruitment of six to eight new members it will be a few years to see if we are successful with retention. We are a senior department that needs to pass on the firefighting knowledge that our experienced staff has to a younger generation of firefighters. It is my intention to stay with the present model as long as possible. However; we do need to plan for the future, which will probably start with per diem firefighters at least during the day, Monday through Friday. It is important to understand that as we start down the per diem road, that marks the beginning of the end for the community-based resource we are today. Unfortunately, there is no crystal ball that can tell us when it is going to happen but if we are prepared with facilities in place, that will make the transition smoother.

As I have stated, we currently have four stations. As we prepare to house personnel at stations and examine the future equipment needs we need to consider downsizing the number of stations. As part of this process, we analyzed our run data to understand where in Town the service calls are being generated, as well as response times. The calls were mapped using our GIS system to determine the response times from various stations. We then reviewed the response times subtracting certain stations from the mix. We determined that the Port Village Station and Goose Rocks Beach station as the two that handled the call volume without negatively impacting response times. Wells Fire Department is in the process of a similar station reduction. When the new station at Wells Corner is finished the plan calls for a second new station to be built off Rt 109 near Swamp John Rd. I believe when that station is on-line they will be closing both Highpine and Wells Branch Stations.

In the planning process for future personnel and a reduced number of stations we need to examine the programming space for both personnel and equipment. Currently the department has no living space for per diem or full-time staff. If our station model stays the same, we would need to renovate a station, probably Port Village to house the per diem or full-time staff. There is a possibility that per diem staff could go into Cape Porpoise, but as the Town's staffing needs grow it would create conflicts with the needs of Kennebunkport Emergency Medical Services (KEMS) staff. Any renovation or new build that could happen for the future should include spaces for KEMS to share, if they choose.

Kennebunkport is a small town and needs to be responsive to many infrastructure needs, including the Fire Department. We have started a programming needs assessment to look at space needs for the FD's future. However many stations the Town supports in the future, there is no denying that a sizable investment is going to be needed in the not so distant future.



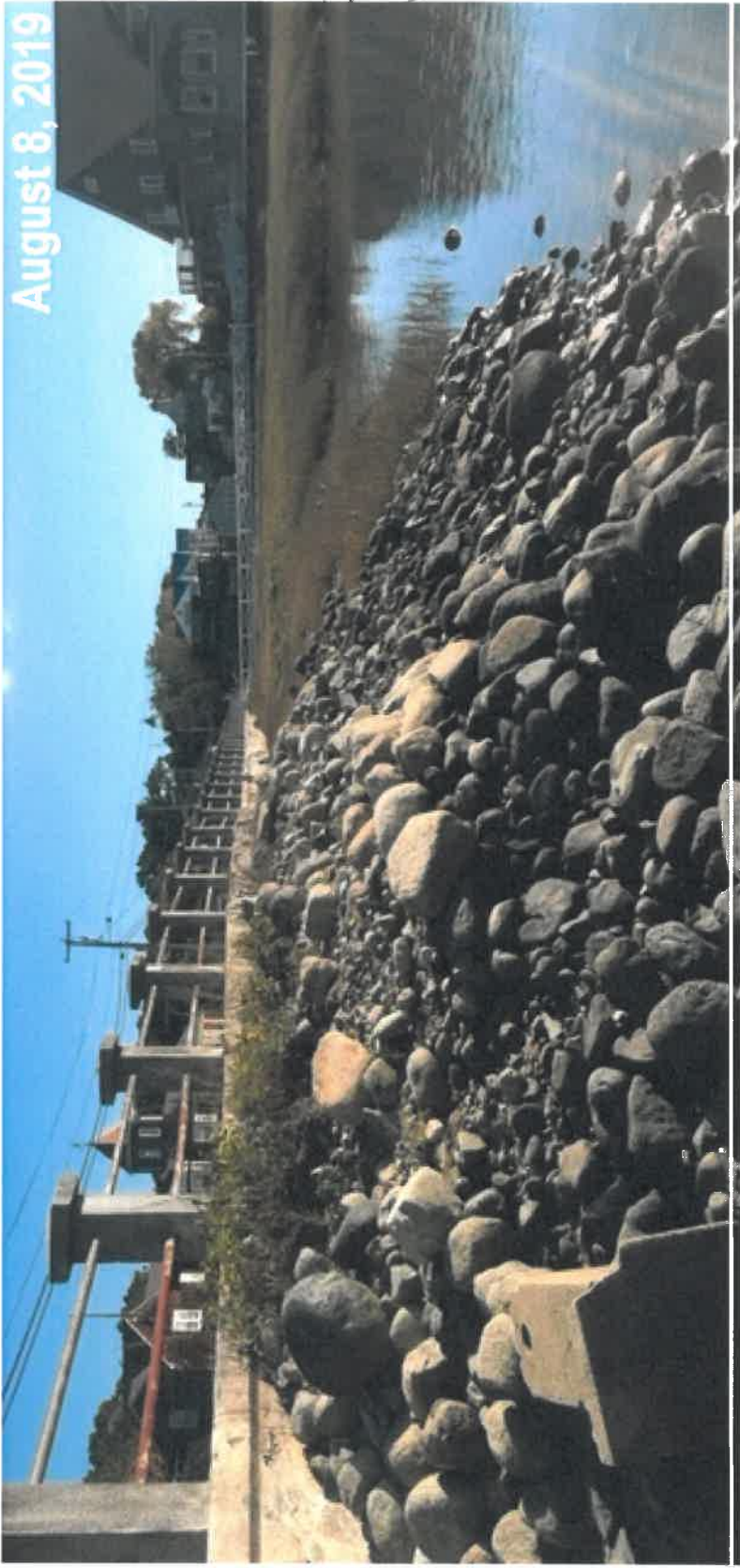
# Agenda Item Divider





# Ocean Ave Seawall Replacement Project Update

August 8, 2019



COMMITMENT & INTEGRITY DRIVE RESULTS



## Project Status



- |  |                        |
|--|------------------------|
| ■ Bids Opened                          | Feb 7 <sup>th</sup>    |
| ■ Bid Awarded to Shaw Brothers         | Feb 14 <sup>th</sup>   |
| ■ Contract Executed with Shaw Brothers | Mar 26 <sup>th</sup>   |
| ■ Wall Shop Drawing Review             | In Progress            |
| ■ Anticipated Start of Construction    | Sept 3 <sup>rd</sup> * |

\*Awaiting updated construction schedule from Shaw Brothers





# Proposed Project Area







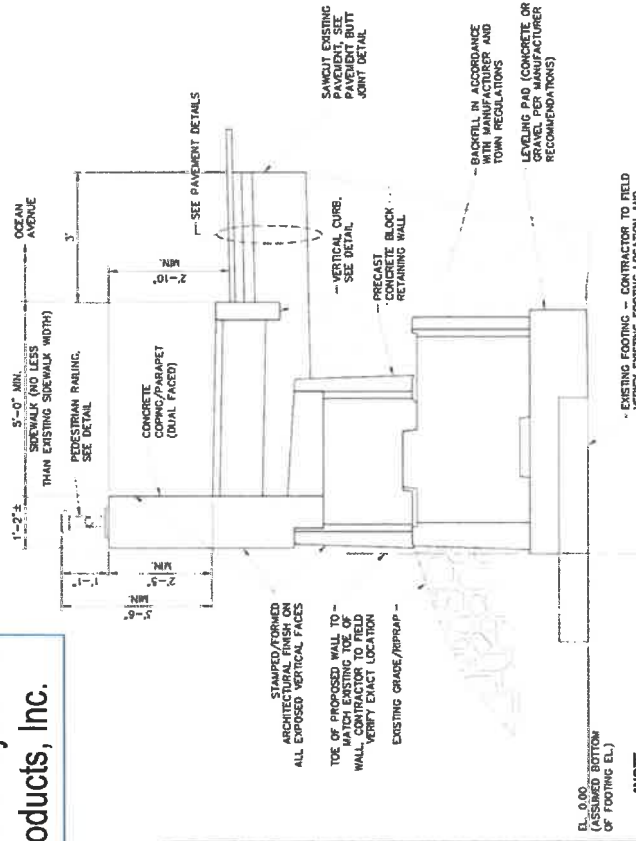
# Proposed Seawall Replacement



DOUBLEWAL Retaining Wall Systems  
by United Concrete Products, Inc.



Wall Finish (Water Side)



Wall Finish (Street Side)

## TYPICAL WALL CONSTRUCTION DETAIL

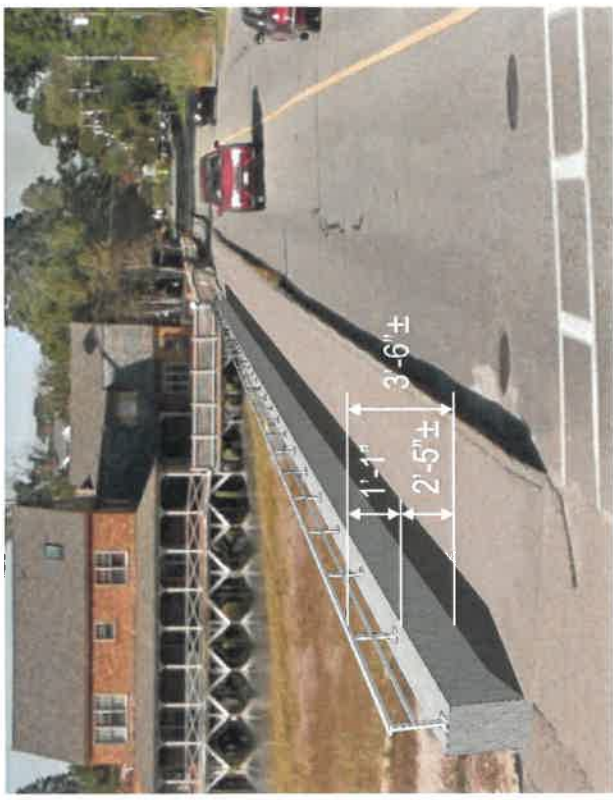
N.T.S.



# Replacement Wall Renderings



BEFORE



AFTER



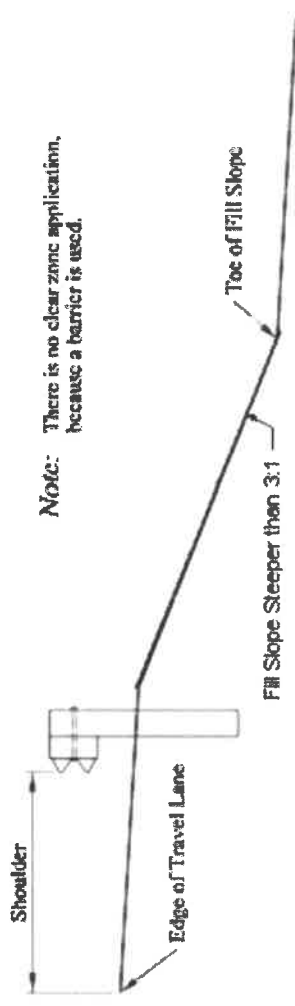
# Guardrail Requirements



## Per MaineDOT Highway Design Guide:

Section 10 - 1.01: “**Critical Parallel Slope**. Slope which cannot be safely traversed by a run-off-the-road vehicle. Depending on the encroachment conditions, a vehicle on a critical slope may overturn. Fill slopes steeper than 3:1 are considered critical.”

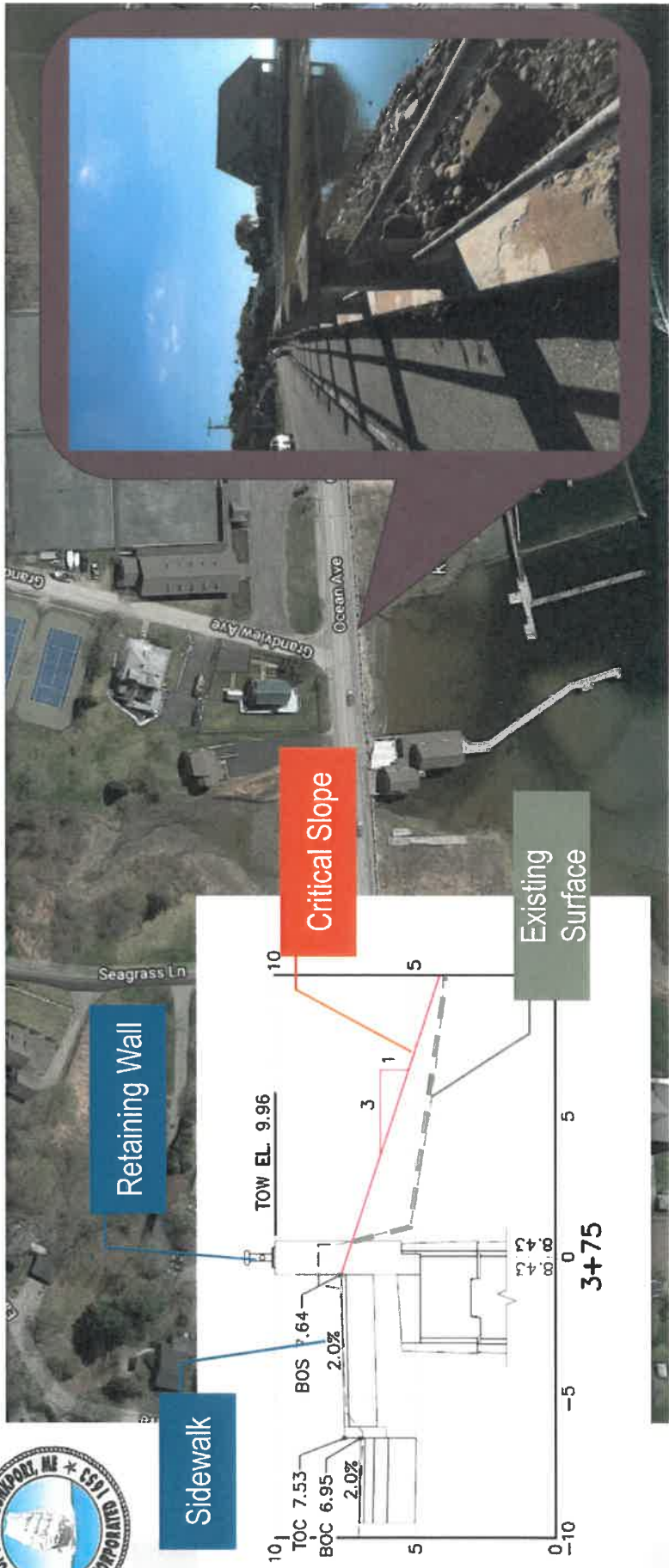
Section 10 – 1.03: For roadsides with critical fill slopes, barrier will be required on all project types.



CRITICAL PARALLEL SLOPE (C)



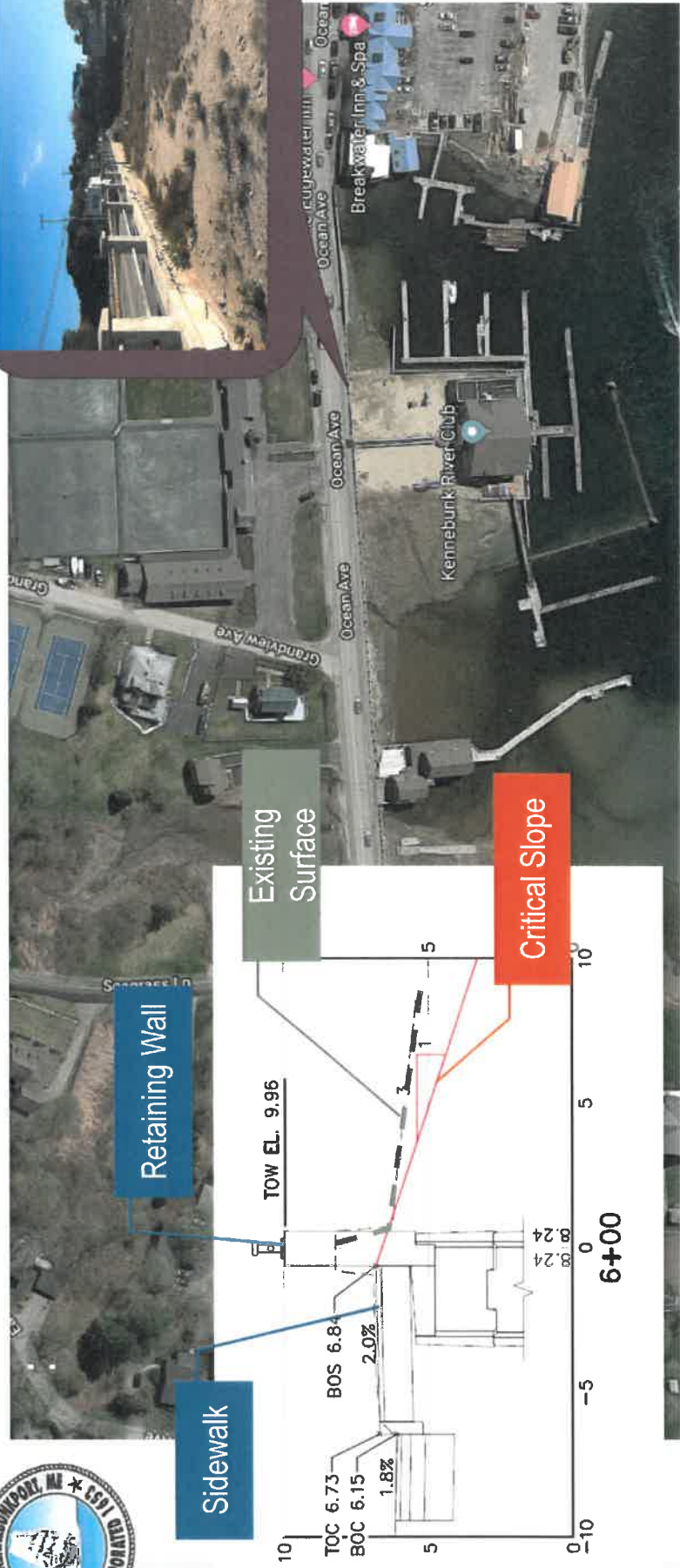
# Example of Critical Slope Location







# Example of Recoverable Slope Location




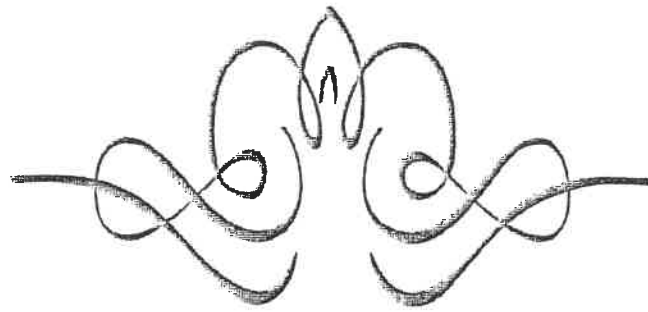


# Required Guardrail Locations

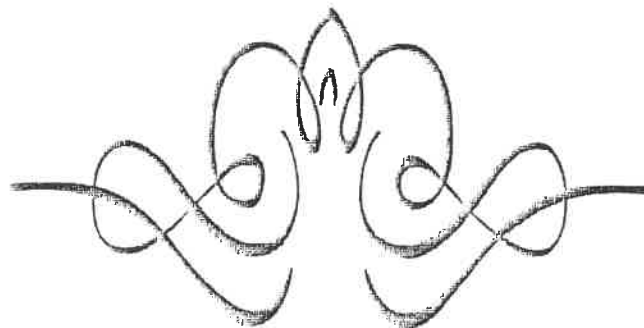


## Bid Estimate Worksheet

|   |   |                                |             |              |                     |
|---|---|--------------------------------|-------------|--------------|---------------------|
|  | <b>Shaw Brothers Construction, Inc.</b>                     |                                |             |              |                     |
|   | 341 Mosher Road, PO Box 69                                  |                                |             |              |                     |
|   | Gorham, Maine 04038   |                                |             |              |                     |
|   | Phone: 207-839-2552   |                                |             |              |                     |
|   | Fax: 207-839-6239   |                                |             |              |                     |
| <b>Construction Change Order - 01</b>   |   |                                |             |              |                     |
| <b>Project:</b>   | <b>Ocean Avenue Seawall Replacement - 1141</b>              |                                |             |              |                     |
|   | Kennebunkport   |                                |             |              |                     |
| <b>Owner:</b>   | Town of Kennebunkport                                       |                                |             |              |                     |
| <b>Bid Date:</b>  | Thursday, February 07, 2019                                 |                                |             |              |                     |
| <b>Date:</b>  | Tuesday, July 30, 2019                                      |                                |             |              |                     |
| <b>Description:</b>   | Cost to upgrade sidewalk from bituminous pavement to brick. |                                |             |              |                     |
|   |   |                                |             |              |                     |
|   |   |                                |             |              |                     |
| <b>Bid Item No.</b>   | <b>Description</b>  | <b>Quant</b>                   | <b>Unit</b> | <b>Price</b> | <b>Total</b>        |
|   | <u>Sidewalk:</u>  |                                |             |              |                     |
|   | Sidewalk Gravel Type B (2")                                 | (22.00)                        | cy          | \$ 20.00     | -\$440.00           |
|   | Brick Surface   | 3,450.00                       | sf          | \$ 11.40     | \$39,330.00         |
|   |   |                                |             |              |                     |
|   |   | <b>Change Order 01 Total =</b> |             |              | <b>\$ 38,890.00</b> |
| <b>Clarifications/Exclusions:</b>   |   |                                |             |              |                     |
| Brick to be Pine Hall Pathway Brick.  |   |                                |             |              |                     |
| Sidewalk area is for approximately 380 square yards.                              |   |                                |             |              |                     |



# Agenda Item Divider





16

**TOWN OF KENNEBUNKPORT**  
**Street Opening Permit**

**PROPERTY INFORMATION**

Name of Homeowner: CHRISTOPHER & SHANNON ELLIS Date: 7-31-2019  
Address: 52 Langsford Rd  
Telephone: 203-810-1514 Map, Block, Lot: 29-1-13  
Street to be excavated: Langsford Rd  
Size of excavation (length and width): 2' wide Road width 20'  
Reason for excavation: Underground Electrical Trench  
Permit Conditions: If there is, any intrusion into the black top, road should be paved from curb to curb.

**CONTRACTOR INFORMATION**

Date of excavation: Between August 15 to August 30  
Name of Contractor: North East Excavation owner Woods Michael  
Address: 12 Haley Rd Arundel ME 04046  
Telephone: 1-207-205-7375 Fax: \_\_\_\_\_

**BOND & INSURANCE INFORMATION**

Performance Bond: ☐ Cash ☒ Check ☐ Money Order ☐ Surety Bond ☐ Other  
Bond Amount: \$2000.00  
Company that issued the bond (if applicable): Creative Coast Construction  
Person or entity providing the bond to the Town (contractor, property owner, other): Contractor- CCC  
Insurance Company: \_\_\_\_\_  
Signature of person completing the application: [Signature] Date: 8/1/19

**APPROVED**

Highway Superintendent: \_\_\_\_\_ Selectmen: \_\_\_\_\_  
Selectmen: \_\_\_\_\_ Selectmen: \_\_\_\_\_  
Selectmen: \_\_\_\_\_ Selectmen: \_\_\_\_\_  
Date Approved: \_\_\_\_\_

\*Please attach map or sketch showing the location and size of any cuts to be made; a bond; and proof of insurance.

\* Application Fee: \$25.00 + 2000  
Date Paid: 8-1-19  
Amount Paid: \$25.00  
☐ Cash ☒ Check ☐ Money Order  
\$6246

Trench cut 2' x 20'

Grier rd

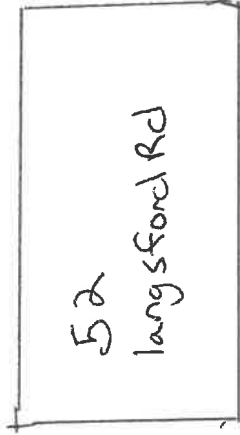
DEAD  
END

Trench  
cut

Cmp Pole  
# 22

52  
Langsford Rd

Langsford Road





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/01/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|   |  |   |
|---|--|---|
| <b>PRODUCER</b><br>Tapley Insurance Agency<br>300 York St<br>PO Box 808<br>York ME 03909  |  | <b>CONTACT NAME:</b> Timothy Klajbor<br><b>PHONE (A/C, No, Ext):</b> (207) 363-7894<br><b>FAX (A/C, No):</b> (207) 363-4794<br><b>E-MAIL ADDRESS:</b> tkklajbor@tapleyagency.com  |
| <b>INSURED</b><br>NORTHEAST EXCAVATION & HARDSCAPING<br>12 HALEY ROAD<br>ARUNDEL ME 04046 |  | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> Acadia Insurance Co. NAIC # 31325<br><b>INSURER B:</b> Eastern Alliance Insurance 10724<br><b>INSURER C:</b><br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> |

**COVERAGES****CERTIFICATE NUMBER:** 18-19 upd**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE   | ADDL SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|---|--------------------|---------------|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |                    | CNA5026814-17 | 12/14/2018              | 12/14/2019              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMPIOP AGG \$ 2,000,000<br>GLEXP \$ |
| A        | <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS ONLY                 |                    | CAA5026962-17 | 12/14/2018              | 12/14/2019              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>Uninsured motorist BI- \$ 1,000,000  |
|          | <input type="checkbox"/> <b>UMBRELLA LIAB</b><br><input type="checkbox"/> EXCESS LIAB<br>DED RETENTION \$<br>OCCUR CLAIMS-MADE  |                    |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$  |
| B        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below<br>Y/N<br><input checked="" type="checkbox"/> Y N/A   | N/A                | 0000112507    | 10/17/2018              | 10/17/2019              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 100,000<br>E.L. DISEASE - EA EMPLOYEE \$ 100,000<br>E.L. DISEASE - POLICY LIMIT \$ 500,000   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

EVIDENCE OF LIABILITY INSURANCE FOR EXCAVATING WORK PERFORMED BY THE INSURED DURING THE POLICY PERIOD.

**CERTIFICATE HOLDER****CANCELLATION**TOWN OF KENNEBUNKPORT  
PO BOX 566

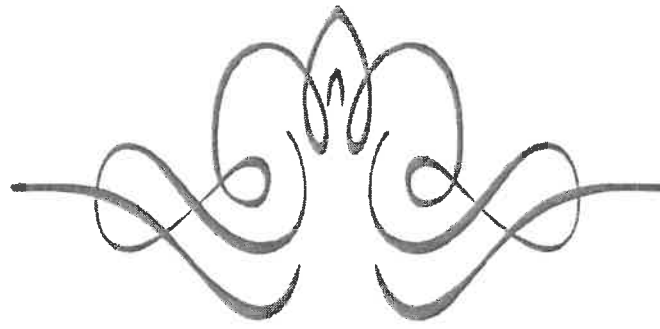
KENNEBUNKPORT

ME 04046

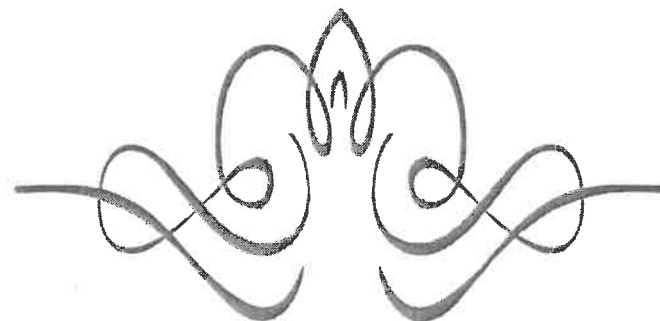
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

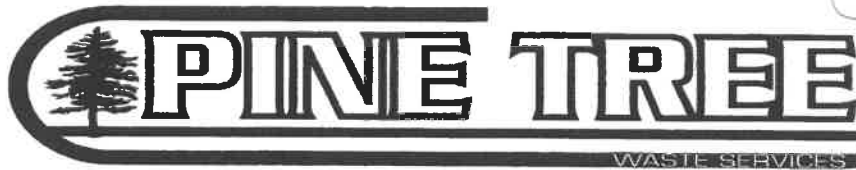
AUTHORIZED REPRESENTATIVE

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# Agenda Item Divider





87 Pleasant Hill Road, Scarborough, ME 04074  
Phone: 207-883-9777 Fax: 207-883-9251  
Toll Free: 1-888-857-0800

July 30, 2019

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

RE: Proposed Contract Extension September 1, 2019 – August 31, 2024

Dear Laurie,

Pine Tree Waste would like to offer the Town of Kennebunkport, for your consideration, a five-year extension proposal to our existing contract for curbside collection of municipal solid waste.

The Five-year proposed contract extension would take effect September 1, 2019 and go through August 31, 2024.

For your review, I have outlined below the proposed pricing.

**Current Pricing**

(September 1, 2018 – August 31, 2019) \$246,478.92/annually

**Proposed Pricing for MSW only (No Recycling collected)**

|            |          |           |
|------------|----------|-----------|
| Year One   | 9/1/2019 | \$197,500 |
| Year Two   | 9/1/2020 | \$201,450 |
| Year Three | 9/1/2021 | \$205,479 |
| Year Four  | 9/1/2022 | \$209,589 |
| Year Five  | 9/1/2023 | \$213,781 |

Please reach out to me if you have any further questions or concerns.

Very truly yours,

  
Nate Chapman  
Market Area Manager

CC: E Bayley  
NC: me



87 Pleasant Hill Road, Scarborough, ME 04074  
Phone: 207-883-9777 Fax: 207-883-9251  
Toll Free: 1-888-857-0800

July 30, 2019

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

RE: Proposed Contract Extension September 1, 2019 – August 31, 2024

Dear Laurie,

Pine Tree Waste would like to offer the Town of Kennebunkport, for your consideration, a five-year extension proposal to our existing contract for curbside collection of municipal solid waste and recycling.

The Five-year proposed contract extension would take effect September 1, 2019 and go through August 31, 2024.

For your review, I have outlined below the proposed pricing.

**Current Pricing**

(September 1, 2018 – August 31, 2019) \$246,478.92/annually

**Proposed Pricing for MSW and Recycling, the Town pays all disposal**

|            |          |           |
|------------|----------|-----------|
| Year One   | 9/1/2019 | \$296,500 |
| Year Two   | 9/1/2020 | \$302,430 |
| Year Three | 9/1/2021 | \$308,479 |
| Year Four  | 9/1/2022 | \$314,649 |
| Year Five  | 9/1/2023 | \$320,942 |

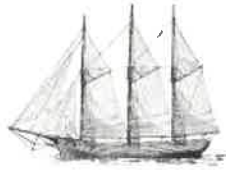
Please reach out to me if you have any further questions or concerns.

Very truly yours,



Nate Chapman  
Market Area Manager

CC: E Bayley  
NC: me



# TOWN OF KENNEBUNKPORT, MAINE

*~ INCORPORATED 1653 ~*

## **Memorandum**

To: Laurie Smith, Town Manager  
From: Michael Claus, Public Works Director  
Re: Recommendations for Recycling Program  
Date: August 8, 2019

The Solid Waste committee has reviewed recycling options for the Town after our current solid waste contract expires on August 31<sup>st</sup>. We have visited Eco-Maine regrading recycling operations and received collection costs from Casella. We have discussed current recycling operations at Kennebunk's Sea Road facility. We have found that recycling costs have increased significantly since our current contract extension with Oceanside was signed 4 years ago.

The committee recommends that the town continue curbside recycling to avoid landfilling or incinerating recyclable materials. Ecomaine provided the lowest cost to continue our recycling current program. Based on the current budget and avoided costs from treating recycling as Solid waste the town would need an extra \$60, 000 to continue curbside recycling collection. To maintain the current cardboard collection at Dock Square and Bradbury's Market we would need an additional \$30, 000 in this year's budget.

The committee notes that the Kennebunk recycling center at Sea Road will accept zero sort recycling at \$50/ ton from Kennebunkport residents. It is our understanding that the town managers are discussing a cost sharing agreement for the possible increased usage by Kennebunkport residents and Businesses.

Priority #1. Continue the Recycling curbside pick-up as is for the remaining of the fiscal year. This option will require an additional \$60, 000.

Priority #2. Continue Curbside Recycling and continue the Cardboard silver bullets for the businesses (Dock square and Cape Porpoise). This option will require an additional \$90, 000.

Priority #3. If choose to suspend Curbside recycling, advertise the availability for residents and businesses to use Kennebunk's facilities. This option will fit within the current budget.

#### **Amount for Continuation of Curbside Recycling**

|                               | <b>Budgeted<br/>FY20</b> | <b>Spent July +<br/>August 2019</b> | <b>Balance</b> | <b>New Contract<br/>FY20 Sept -<br/>June</b> |
|-------------------------------|--------------------------|-------------------------------------|----------------|--|
| MSW Curbside<br>(Solid Waste) | \$196, 944               | (-\$31, 868)                        | \$165, 076     | \$164, 583                                   |
| Recycling Pick<br>Up          | \$52, 653                | (-\$9, 212)                         | \$43, 441      | \$82, 500                                    |
| Recycling<br>Processing       | -                        | -                                   | -              | \$43, 290                                    |
| Avoided Costs                 | -                        | -                                   | -              | (-\$23, 100)                                 |
| Cardboard                     | -                        | -                                   | -              | \$30, 000                                    |



[Flat Rate with  
annual look back]



## RECYCLING SERVICES AGREEMENT

AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between **ecomaine** with a principal place of business located at 64 Blueberry Road, Portland, Maine 04102 ("**ecomaine**") and the Town of \_\_\_\_\_, located in \_\_\_\_\_ County, in the State of \_\_\_\_\_ (the "Town").

WHEREAS, **ecomaine** owns and operates a single sort recycling facility located at 64 Blueberry Road in Portland, Maine (the "Facility"); and

WHEREAS, **ecomaine** encourages and promotes regional recycling in accordance with the State's solid waste management and recycling plan; and

WHEREAS, Recycling is to the benefit of the economy and environment of the Town; and

WHEREAS, Town collects recyclable materials within its boundaries; and

WHEREAS, Town is seeking a cost-effective and environmentally sound manner for processing of Recyclable Materials; and

WHEREAS, **ecomaine** is willing to accept and handle Town's Recyclable Materials for processing at the Facility.

NOW THEREFORE, in consideration of the mutual covenants and other good and valuable consideration set forth herein, the receipt and sufficiency of which are hereby acknowledged, **ecomaine** and Town hereby agree as follows:

1. Definitions. In addition to any terms defined elsewhere in this Agreement, the following capitalized terms shall have the following meanings:

- a) "*Blended Average Revenue*" means calculations of blended average revenue from marketing Recyclable Materials, as calculated and issued by **ecomaine** within thirty (30) days of the end of each month.
- b) "*Contaminant*" means any material not included in **ecomaine**'s Single Sort Program List.

- c) *“Hauler”* means any entity or person which performs solid waste services on behalf of the Town, including delivery of Recyclable Materials to the Facility, including the Town when it delivers Recyclable Materials with its own employees or agents.
- d) *“Hazardous Waste”* means waste by its composition, characteristics, or other inherent properties is dangerous to handle by ordinary means, or which may present a substantial endangerment to health or safety, or which presents a reasonable possibility of adversely affecting the operation of the Facility.  
*“Hazardous Waste”* shall also mean Waste which is defined as harmful, toxic, dangerous, or hazardous at any time during the term of this Agreement pursuant to (i) the Solid Waste Disposal Act, 42 U.S.C. §§6901 et seq. as amended; and (ii) the Maine Hazardous Waste, Septage and Solid Waste Act 38 M.R.S.A. 591301 et seq., as amended; and (iii) any other Federal, State, county or local codes, statutes or laws and (iv) any regulations orders or other actions promulgated or taken with respect to the items listed (i) through (iii) above; provided, however, that any such materials which are later determined not to be harmful, toxic, dangerous, or hazardous by any governmental agency or unit having appropriate jurisdiction shall not be considered *“Hazardous Waste”* unless a contrary determination has been or is made by any other governmental agency or unit having appropriate jurisdiction.
- e) *“Single Sort Program List”* means a list of Recyclable Materials accepted by **ecomaine** for processing at the Facility. Please see Attachment A
- f) *“Recyclable Materials”* means materials which are separated from Waste, either at the source of such Waste or at any transfer station, recycling facility or other location, and which, in the reasonable judgment of **ecomaine** are capable of being returned to the economic mainstream in the form of raw materials or products, provided that Recyclable Materials shall not include Hazardous Waste.
- g) *“Single Sort Recycling Program”* means the single category recycling program owned and operated by **ecomaine** at the Facility, whereby materials to be recycled are not required to be separated.
- h) *“Town”* means a municipality as defined in 30-A M.R.S.A. § 2001 or other governmental entity that is party to this Agreement.
- i) *“Look-Back Period”* means the preceding 12 month period from the anniversary date of the agreement effective date.

## 2. Delivery of Recyclable Materials.

- a) Town agrees to deliver or cause to be delivered to the Facility all Recyclable Materials on the Single Sort Program List generated within the boundaries of the Town and under its control, and **ecomaine** agrees to receive and process all such Recyclable Materials through the Single Sort Recycling Program.
- b) **ecomaine** shall provide Town with the Single Sort Program List , which may be revised by **ecomaine** up to twice a year upon 60-day prior notice to Town.
- c) Except as otherwise provided herein, **ecomaine** shall be exclusively entitled to any benefits derived from Recyclable Materials delivered to the Facility by or on behalf of the Town.

3. Collection and Transportation of Recyclable Materials.

- a) Town shall be responsible for all costs associated with collection and transportation of Recyclable Materials to the Facility.
- b) Until delivery to the Facility, Recyclable Materials remain the property of the Town and all responsibility for safe and lawful handling rests with the Town.
- c) Upon acceptance of Recyclable Materials by **ecomaine** from Town or Hauler, all responsibility belongs to **ecomaine**, provided that any Hazardous Waste delivered by the Town to the Facility and inadvertently accepted by **ecomaine** shall remain the responsibility of the Town.
- d) Delivery of Recyclable Materials shall occur during the hours of operation at the Facility as posted by the **ecomaine**.
- e) Town shall use best efforts to ensure that Contaminants are not included with Recyclable Materials. Upon inspection, ecomaine may downgrade loads. Downgraded loads will incur a contamination fee for the entire load as follows:
  - 3-5% contaminants by volume will receive a warning
  - 6-10% contaminants by volume incur a \$35 per ton fee
  - 11-15% contaminants by volume incur a \$45 per ton fee
  - 16-20% contaminants by volume incur a \$55 per ton fee
  - 21-25% contaminants by volume incur a \$65 per ton fee

- 26% or higher contaminants by volume incur a contamination fee in the sum of the current commercial waste disposal gate rate per ton fee for the entire load.

Loads containing any portion of Hazardous Waste, including medical waste, will be immediately rejected and disposed of at an appropriate facility designated by **ecomaine**. All costs associate with disposal of Hazardous Waste, including but not limited to medical waste, will be at the sole expense of the Town. The Town will not receive payment for any load containing contamination greater than 10% or containing any Hazardous Waste.

4. Term of Agreement.

- This Agreement is effective for \_\_\_ years, commencing on \_\_\_\_\_, 20\_\_\_, unless sooner terminated under the terms hereof.
- To ensure continuous service, this Agreement will be automatically renewed for successive three (3) year periods, unless either party serves written notice of termination upon the other party no less than ninety (90) days before the end of the initial term and ninety (90) days before the end of any subsequent three (3) year term.

5. Purchase Price. The Town shall pay **ecomaine**, the amount of (\$65.00) sixty-five dollars per ton for each ton of Recyclable Materials delivered by or on behalf of the Town to **ecomaine**. Annually, on the anniversary of the agreement effective date, if the **ecomaine's** annual Net Surplus Revenue/(Processing Cost) Per Ton Rate is a positive number **ecomaine** will pay 50% of the surplus revenue to the Town for each ton of recyclable materials delivered during the look-back period. If the annual Net Surplus Revenue/(Processing Cost) Per Ton Rate is a negative the Town shall pay **ecomaine** the value of the net processing cost for each ton of recyclable materials delivered during the look-back period. (See Attachment B)

6. Payment. The Town will pay **ecomaine** within sixty (60) days of the last day of each month.

7. Default. Failure of the Town to deliver or cause to be delivered to the Facility all Recyclable Materials generated within the boundaries of the Town and under its control shall constitute a breach of this Agreement. In event of such breach, the Town shall pay **ecomaine** in an amount equal to one hundred percent (100%) of the substantiated market rate in effect for the period of breach times the estimated number of tons of Recyclable Materials which were not delivered to the Facility as a result of such breach. Such number of tons will be estimated on a monthly basis by:

- a) Calculating the number of tons of Recyclable Materials generated in the Town and delivered to the Facility in the calendar month prior to the commencement of the breach; and
- b) Adjusting the above number of tons for any monthly or seasonal variation in delivery which has occurred in the previous two calendar years; and
- c) Subtracting from the resulting figure the number of tons of Recyclable Materials generated in the Town and actually delivered to the Facility during each month in which the breach occurs.

Where historical data does not exist sufficient to allow calculation of the estimated number of tons of Recyclable Materials which was not delivered to the Facility as the result of such breach, then that number of tons shall be estimated by **ecomaine** in any reasonable manner available.

8. Force Majeure. Provided that each party gives written notice to the other of such event, neither party shall be liable for its failure to perform hereunder if its performance is rendered impossible by any act, event or condition beyond its reasonable control which, by exercise of due diligence, it shall be unable to overcome. Such acts, events or conditions shall include, but not be limited to, the following:

- a) Acts of God, hurricane, tornado, lightning, or earthquake;
- b) Acts of war, civil insurrection or terrorism;
- c) Fire or flood not caused by the party unable to perform; or
- d) Injunctions, or restraining orders, judicial or governmental laws, regulations, requirements, orders, actions, or inaction, including the revocation or suspension, or failure to issue or to obtain or renew any permit, except where the order, action or inaction is due to the acts or omissions of the party claiming the existence of a force majeure hereunder.

9. Notices. All notices required by this Agreement shall be considered sufficiently given if sent by First Class, U.S. Mail, addressed to the party at the following addresses:

If to **ecomaine**:

ecomaine  
64 Blueberry Road  
Portland, ME 04102

Attn: Kevin Roche, General Manager

With a copy to:

Mark Bower, Esq.  
Jensen, Baird, Gardner & Henry  
Ten Free Street, P.O. Box 4510  
Portland, Maine 04112

If to Town:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9. Compliance with Laws. Town shall comply with all Federal, State and local laws, regulations, rules, ordinances and orders of any kind which are applicable to Town's performance under this Agreement.
10. Indemnification. To the extent permitted by law, **ecomaine** and Town shall each indemnify, save, and hold harmless the other from and against any and all liabilities, expenses, including reasonable attorney's fees, claims, costs, losses, suits, judgments, or damages relating to injuries or deaths of persons or damage to property in any way attributable, directly or indirectly, to the acts of authorized agents, contractors or employees of the other party; provided, however, that the indemnifying party shall not be liable for indemnification under this Section 11 to the extent any such liabilities, expenses, claims, costs, losses, suits, judgments, or damages result from the negligence, contributory negligence, fault or willful misconduct of the indemnifying party or its authorized agents, contractors or employees.
11. Assignment. This Agreement, its rights and obligations, is not assignable or transferable by either party, in whole or in part.
12. Severability. In the event any covenant, condition or provision of this Agreement is held to be invalid or unenforceable by the final judgment of a court of competent jurisdiction, or by any other board, tribunal or entity the decision of which is binding upon the parties hereto and which has become final, such

invalidity or enforceability shall in no way affect any of the other covenants, conditions or provisions hereof.

13. Modification. This Agreement represents the entire agreement of the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may only be modified or revised in writing, signed by the authorized agents of the parties
14. Construction of Agreement. This Agreement and its performance shall be construed and governed in accordance with the laws of the State of Maine. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

Witness:

City/Town of \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

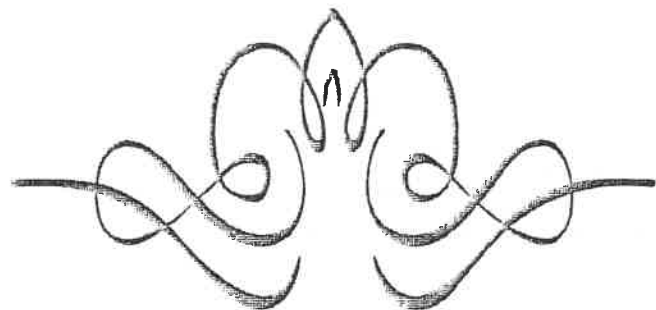
Its: \_\_\_\_\_

**ecomaine**

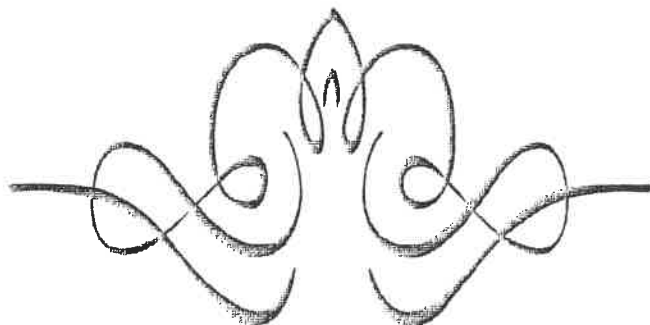
\_\_\_\_\_

By: \_\_\_\_\_

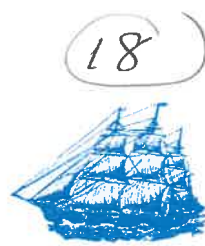
Its: \_\_\_\_\_



# Agenda Item Divider







## TOWN OF KENNEBUNKPORT, MAINE

— INCORPORATED 1653 —

To: Board of Selectmen, Town Manager  
From: Werner Gilliam, CFM Director of Planning and Development  
Re: Contract for Expert and Professional Services Comprehensive Plan Update  
Dt: August 5, 2019

The Growth Planning Committee has been working diligently in pursuing expert and professional services related to updating the Town's Comprehensive Plan. A request for proposals was published and circulated June 2019. We received 5 proposals from qualified firms. A selection committee consisting of Dan Saunders, Paul Hogan, Patrick Briggs, Yanina Nickless, and myself reviewed the proposals, and chose three consultants to interview. After the interviews the committee recommended that we hire the team of TZM Planning and EF Design and Planning with several requested modifications to their initial proposal. I met with the team on July 31<sup>st</sup> to review their responses to the committee's requests which they responded to positively. I have included the revised cost proposal for your review. The initial proposal is available as well should the Board wish to review it. The budget set for this project is \$90,000 as approved by the voters at our last Town Meeting. TZM/EF's proposal is \$89,988.

Based on the recommendation of the selection committee, as well as the revised proposal, I am requesting the Board of Selectmen to authorize the finalization of a contract with TZM Planning and EF Planning and Design for expert and professional services related to updating the Town of Kennebunkport's Comprehensive Plan in the amount of \$89,988.

TZM Planning &  
EF | Design & Planning, LLC  
P O R T S M O U T H , N H

August 1, 2019

Werner Gilliam, Director of Planning & Development  
P.O. Box 566  
6 Elm Street  
Kennebunkport, Maine 04046

RE: Comprehensive Plan Update

Dear Werner,

Thank you for taking the time to meet with us on July 31. We found the conversation to be quite informative.

Your email of July 25 indicates that the Town is interested in a two-volume approach, wherein one volume would be designed to engage the public by means of high quality graphic design, while the second volume would include the data and analyses that support the Town's goals and strategies. We concur wholeheartedly with this approach. Accordingly, we are willing to modify our proposal in order to place a greater emphasis on graphic design so as to produce a plan that is concise and more accessible to the general public.

One of the strengths that we bring to a project such as yours is our extensive and diverse network of talented professionals. In order to enhance our graphic design and public engagement capabilities, we are prepared to engage four additional individuals, all of whom responded enthusiastically to the prospect of participating in this project. A brief summary of their professional qualifications and biographies was submitted on July 31.

The total project cost would remain the same as our June 20 proposal. The amended budget (attached) differs from the June 20 budget in that we have allocated more resources to graphic design and layout. Also find attached an estimate from Allegra Printing for 50 copies of the deliverables (\$2,365), an expense that is included in a line item in the attached budget.

As we noted on the 31<sup>st</sup>, our schedule is quite flexible, thus permitting us to readily accommodate the Town's scheduling requirements. Thank you for considering us for this project.

Sincerely,



Thomas Morgan, AICP



Elizabeth Durfee, AICP

## Revised Price Proposal

## Schedule A

|               | Task & Deliverable   | Anticipated Completion Date* | Hours       | Fee             | % of Total Project Cost |
|---------------|--|------------------------------|-------------|-----------------|-------------------------|
| <b>Task 1</b> | <b>Project Meetings with staff and GPC</b>                     | <b>Ongoing</b>               | <b>96</b>   | <b>\$7,680</b>  | <b>9%</b>               |
| <b>Task 2</b> | <b>Meetings with GPC, staff, Planning Board, and Selectmen</b> | <b>Ongoing</b>               | <b>60</b>   | <b>\$4,800</b>  | <b>5%</b>               |
| <b>Task 3</b> | <b>Public Engagement and Communications Plan</b>               | <b>Oct 19 – Aug 20</b>       | <b>89.6</b> | <b>\$7,168</b>  | <b>8%</b>               |
| A             | Initial Outreach and Branding                                  | Oct 2019                     | 6           | \$480           |                         |
| B             | Website design & maintenance                                   | Oct 2019                     | 25          | \$2,000         |                         |
| C             | Event Tabling  | June/July 2020               | 6           | \$480           |                         |
| D             | Climate 101 Event - Dr. Wake                                   | May 2020                     | 5.4         | \$675           |                         |
|               | Climate 101 Event - Morgan & Durfee                            |                              | 4           | \$320           |                         |
| E             | Groundwater Rising Event - Dr. Knott                           | June 2020                    | 4.2         | \$672           |                         |
|               | Groundwater Rising - Morgan & Durfee                           |                              | 4           | \$320           |                         |
| F             | SWOT Workshop  | June 2020                    | 15          | \$1,200         |                         |
| G             | Future Planning Workshop                                       | Aug 2020                     | 20          | \$1,600         |                         |
| <b>Task 4</b> | <b>Comprehensive Plan Development</b>                          | <b>Oct 19 – Dec 20</b>       | <b>698</b>  | <b>\$55,840</b> | <b>62%</b>              |
| A             | Baseline review  | Oct 2019                     | 22          | \$1,760         |                         |
| B             | Initiate Topic Chapters + Prepare Introduction                 | July 2020                    | 250         | \$20,000        |                         |
| C             | Community Character + Vision                                   | Aug 2020                     | 50          | \$4,000         |                         |
| D             | Develop Goals, Policies, and Strategies for Each Topic Chapter | Oct 2020                     | 258         | \$20,640        |                         |
| E             | Future Land Use Chapter  | Nov 2020                     | 86          | \$6,880         |                         |
| F             | Prepare Implementation Matrix                                  | Nov 2020                     | 16          | \$1,280         |                         |
| G             | Produce Final Draft Deliverables                               | Dec 2020                     | 16          | \$1,280         |                         |
|               | <b>Graphic Design (Layout, Branding)</b>                       | <b>Oct 19 – Dec 20</b>       | <b>100</b>  | <b>\$10,000</b> | <b>11%</b>              |
|               | <b>Estimated Supplies and Map Production</b>                   |                              | -           | <b>\$2,000</b>  | <b>2%</b>               |
|               | <b>Final Printing (50 copies)</b>                              |                              | -           | <b>\$2,500</b>  | <b>3%</b>               |
|               | <b>Travel</b>  |                              | -           | -               | <b>0%</b>               |
| <b>TOTAL</b>  |  |                              |             | <b>\$89,988</b> | <b>100%</b>             |

\*To be refined following discussions with the GPC.

The fees specified in the schedule above cover:

- All professional services.
- All clerical and graphical services associated with the development of reports, memoranda, charts, maps, multimedia, and other materials associated with the project.
- Maintenance of a project website throughout the duration of the project.
- Comprehensive Plan discussions at public meetings for the duration of the project.
- Travel and production expenses associated with the services specified.
- Fifty (50) professionally printed, bound paper copies of the final work products on high quality silk stock (Volumes I and II)

## Schedule B

### Detail on Tasks 4B & 4D

| Comprehensive Plan Chapters                     | Estimated Hours | Fee             |
|---|-----------------|-----------------|
| Introduction & History                          | 5               | \$400           |
| Historic & Archaeological Resources             | 20              | \$1,600         |
| Marine Resources                                | 35              | \$2,800         |
| Water Resources                                 | 40              | \$3,200         |
| Natural Resources                               | 50              | \$4,000         |
| Economy   | 30              | \$2,400         |
| Existing Land Use                               | 40              | \$3,200         |
| Housing   | 40              | \$3,200         |
| Demographics                                    | 30              | \$2,400         |
| Recreational & Cultural Resources               | 40              | \$3,200         |
| Public Facilities & Services                    | 43              | \$3,440         |
| Fiscal Capacity & Capital Investment Strategies | 30              | \$2,400         |
| Hazard Mitigation                               | 8               | \$640           |
| Transportation                                  | 45              | \$3,600         |
| Energy  | 45              | \$3,600         |
| Regional Coordination                           | 5               | \$400           |
| Public Participation Summary                    | 2               | \$160           |
| <b>Total</b>                                    | <b>508</b>      | <b>\$40,640</b> |

## Schedule C - Hourly Rates

| Name                       | Company                          | Project Role                     | Hourly Rate |
|----------------------------|----------------------------------|----------------------------------|-------------|
| Elizabeth Durfee, AICP     | EF   Design & Planning, LLC      | Principal                        | \$80        |
| Thomas Morgan, AICP        | TQM Planning                     | Principal                        | \$80        |
| Dr. Cameron Wake           | University of New Hampshire      | Climate Scientist                | \$125       |
| Dr. Jayne Knott            | University of New Hampshire      | Groundwater Expert               | \$160       |
| Alicen Brown               | Studio NaCl                      | Graphic Design                   | \$100       |
| Jeffrey Hyland, PLA, ASLA  | Ironwood Design Group            | Urban Design & Public Engagement | \$120       |
| Jen Martel                 | Ironwood Design Group            | Landscape Architect              | \$80        |
| Claudia Marston-Miner, CET | Envision Exceptional Instruction | Meeting Facilitation             | \$80        |

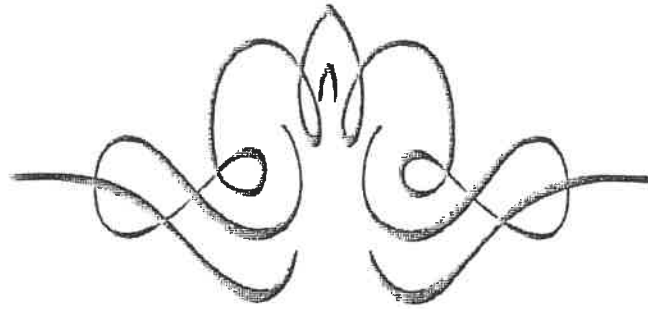
Payment of the fees are due upon completion of the respective tasks to the satisfaction of Kennebunkport's Growth Planning Committee. This proposal is a firm offer for a ninety (90) day period from opening. Both principals will be available to bring the project to completion through the end of calendar year 2021.



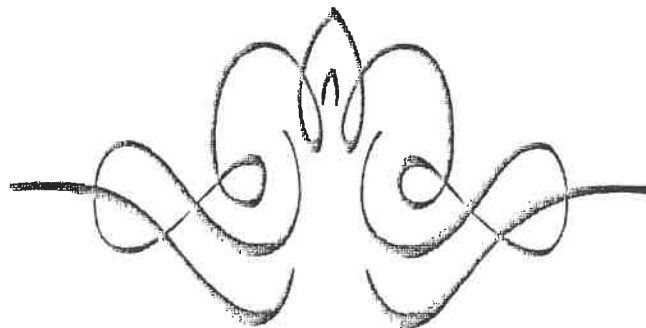
Elizabeth F. Durfee, AICP  
EF | Design & Planning, LLC



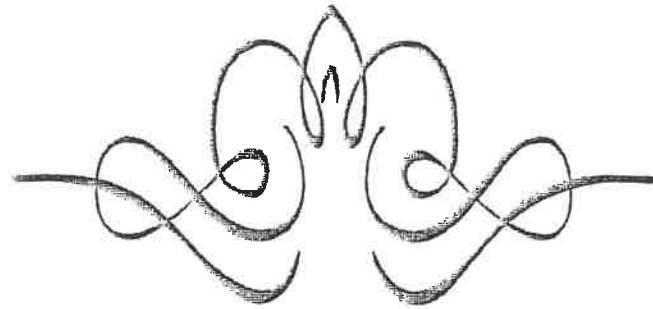
Thomas J. Morgan, AICP  
TQM Planning



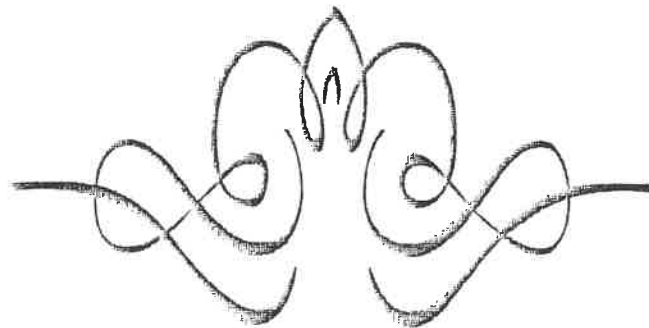
# Agenda Item Divider



| Town of Kennebunkport<br>FY 19<br>Carryforwards for Consideration |              |                    |                      |   |
|---|--------------|--------------------|----------------------|---|
| Department  | Account Name | Number             | Carryforward Request | FY 20 Funds                                 |
| Legal   |              | 25-09 20-38        | 21,000.00            | legal fees                                  |
| <b>Total legal</b>  |              |                    | <b>21,000.00</b>     |   |
| Planning - training   |              | 25-12 12-08        | 636.00               | hotel reservation for assessing training    |
| Planning - data processing  |              | 25-12 20-08        | 3,090.00             | code enforcement software                   |
| Planning - computers  |              | 25-12 30-08        | 1,038.22             | assessor's computer                         |
| <b>Total planning</b>   |              |                    | <b>4,764.22</b>      |   |
| Police - salaries   |              | 27-01 10-01        | 3,352.00             | for sergeant promotion                      |
| Police - overtime   |              | 27-01 10-10        | 5,000.00             | coverage for vacancies from A Sargent       |
| Police - overtime   |              | 27-01 10-10        | 6,500.00             | patrol car computer                         |
| Police - overtime   |              | 27-01 10-10        | 6,000.00             | 2 radar units                               |
| Police - ammunition   |              | 27-01 30-07        | 1,834.00             | ammo  |
| Police - uniforms   |              | 27-01 12-12        | 700.00               | uniforms                                    |
| <b>Total police</b>   |              |                    | <b>23,386.00</b>     |   |
| Communications - contracts  |              | 27-02 20-21        | 7,500.00             | digital recorder for radios and phone calls |
| Communications - radios   |              | 27-02 60-03        | 1,863.68             | radio equipment                             |
| <b>Total communications</b>                                       |              |                    | <b>9,363.68</b>      |   |
| Fire - uniforms   |              | 27-03 12-12        | 471.28               | boots                                       |
| Fire - supplies   |              | 27-03 30-01        | 74.86                | envelopes                                   |
| Fire - PPE  |              | 27-03 30-38        | 2,942.00             | gear bags/hoods/gloves                      |
| Fire - PPE  |              | 27-03 30-38        | 942.00               | boots                                       |
| Fire - building maint   |              | 27-03 35-01        | 4,000.00             | to finish office changes                    |
| <b>Total fire</b>   |              |                    | <b>8,430.14</b>      |   |
| Highway - street marking  |              | 31-01 20-15        | 6,000.00             | street marking                              |
| Highway - salt  |              | 31-01 30-13        | 6,600.00             | winter salt                                 |
| <b>Total highway</b>  |              |                    | <b>12,600.00</b>     |   |
| <b>Contingency</b>  |              | <b>37-07 50-01</b> | <b>75,000.00</b>     | Village Parcel                              |
| <b>Total FY 19 carryforward requested</b>                         |              |                    | <b>154,544.04</b>    |   |



# Agenda Item Divider





## Maine Municipal Association

60 COMMUNITY DRIVE  
AUGUSTA, MAINE 04330-9486  
(207) 623-8428  
[www.memun.org](http://www.memun.org)

20

TO: Key Municipal Officials of MMA Member Cities, Towns and Plantations

FROM: Stephen W. Gove, MMA Executive Director

DATE: July 8, 2019

SUBJECT: MMA Annual Election - Vice President and Executive Committee Members

**Deadline: Friday, August 16, 2019 by 12:00 noon**

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**Nomination Process** – Each year member municipalities have an opportunity to vote on the election of the proposed MMA Vice President and municipal officials to serve on the MMA Executive Committee. A five-member Nominating Committee was appointed in March to review nominations submitted by municipal officials and conduct interviews with those municipal officials qualifying for and interested in serving as the MMA Vice President and Executive Committee. The MMA Nominating Committee completed its task in May and put forth a Proposed Slate of Nominees for 2019 to member municipalities.

**Petition Process** – As part of the May mailing, information was also provided on the MMA Petition Process. Pursuant to the MMA Bylaws, nominations may also be made by Petition signed by a majority of the municipal officers in each of at least 5 member municipalities. The deadline for receipt of nominations by petition was Friday, July 5, by 4:30 pm. There were no municipal officials nominated by petition.

***It is now time for each member municipality to cast its official vote.***

**Election Process** – Enclosed you will find the MMA Voting Ballot which includes the proposed Slate of Nominees to serve on the MMA Executive Committee as selected by the MMA Nominating Committee. A brief biographical sketch on each nominee listed on the MMA Voting Ballot is enclosed for your reference. You will note that unlike municipal elections, MMA does not provide for “Write-in Candidates” since our process includes an opportunity to nominate a candidate by petition, as noted above.

The MMA Voting Ballot must be signed by a majority of the municipal officers or a municipal official designated by a majority of the municipal officers, and received by the Maine Municipal Association by 12:00 noon on Friday, August 16. We have enclosed a self-addressed self-stamped envelope for your convenience. The MMA Voting Ballots will be counted that afternoon and the election results confirmed under the direction of MMA President Mary Sabins, Town Manager, Town of Vassalboro.

Election results will be available by contacting the MMA Executive Office or by visiting the MMA website at [www.memun.org](http://www.memun.org) on Monday, August 19. A formal announcement of the election results will be made at the MMA Annual Business Meeting being held *Wednesday, October 2, at 1:30 p.m. at the Cross Insurance Center in Bangor*. Newly elected Executive Committee members will be introduced at the MMA Awards Luncheon as well as the MMA Annual Business Meeting and will officially take office on January 1, 2019.

If you have any questions on the Election Process, please contact me or Theresa Chavarie at 1-800-452-8786 or in the Augusta area at 623-8428, or by e-mail at [tchavarie@memun.org](mailto:tchavarie@memun.org). Thank you.





# MAINE MUNICIPAL ASSOCIATION

## VOTING BALLOT

### Election of MMA Vice President and Executive Committee Members

*Deadline for Receipt of Voting Ballots – 12:00 noon on Friday, August 16, 2019*

#### VICE-PRESIDENT - 1 YEAR TERM

Vote for One

Proposed by MMA Nominating Committee:

James Gardner, Jr., Town Manager, Town of Easton

☐

#### EXECUTIVE COMMITTEE MEMBERS - 3 YEAR TERM

Vote for Three

Proposed by MMA Nominating Committee:

Jon Beekman, Chair Selectboard, Town of Fayette

☐

David Cyr, Town Manager, Town of Mars Hill

☐

Ivan McPike, Mayor, Town of Hampden

☐

*Please note that unlike municipal elections, MMA does not provide for "Write-in Candidates" since our process includes an opportunity to nominate a candidate by petition.*

*The Voting Ballot may be cast by a majority of the municipal officers, or a municipal official designated by a majority of the municipal officers of each Municipal member.*

Date: \_\_\_\_\_ Municipality: \_\_\_\_\_

Signed by a Municipal Official designated by a majority of Municipal Officers:

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Position: \_\_\_\_\_

OR Signed by a Majority of Municipal Officers

Current # of Municipal Officers: \_\_\_\_\_

Print Names:

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Signatures:

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Return To:

MMA Annual Election  
Maine Municipal Association  
60 Community Drive  
Augusta, Maine 04330  
FAX: (207) 626-3358 or 626-5947  
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**MAINE MUNICIPAL ASSOCIATION  
BIOGRAPHICAL SKETCH OF  
PROPOSED SLATE OF NOMINEES FOR 2020 EXECUTIVE COMMITTEE**

**MMA VICE PRESIDENT (1-Year Term)**

**JAMES GARDNER, JR. (Town Manager, Town of Easton)**

**Professional & Municipal Experience:**

- Town Manager, Town of Easton, Maine (2011 – present)
- Town Manager, Town of Ashland, Maine (2005 – 2010)
- Town Manager, Town of Washburn (1999 – 2005)
- Code Enforcement Officer, City of Presque Isle – (1994 – 1999)
- Civil Service, Department of Defense, Loring Airforce Base(1983 – 1994)

**Other Experience, Committees and Affiliations:**

- Member, Maine Municipal Association Executive Committee (2017 – present)
- Member, Maine Municipal Association Property & Casualty Pool Board of Directors (2017 – present)
- Member, Maine Municipal Association Workers Compensation Fund Board of Trustees (2017 – present)
- Member, Maine Municipal Association Strategic & Finance Committee (2017 – present)
- Member, Governor's Municipal Advisory Committee (1992 – 1996) (2019 – present)
- Member, Aroostook Managers Association; President
- Member, Executive Board of Directors, Northern Maine Development Commission
- Member, Maine Community Development Association
- Member, Maine Town, City & County Management Association
- Member, Maine Town & City Clerks Association\
- Member, Presque Isle Rotary Club
- US Army (1973 – 1976 and 1979 – 1983); Vietnam Veteran

**Education:**

- Ricker College, Small Business Administration, one year
- Unity College, Business Law, one year
- Northern Maine Vocational and Technical Institute, Business Administration, two years
- Department of Defense, Non-Commission Officer Primary Leadership graduate
- Certified State of Maine Code Enforcement Officer
- Certified State of Maine Local Plumbing Inspector
- Certified State of Maine CDBG Grant Writer/Administrator/Technician
- HUD Certification in Community Development Housing Rehabilitation and Construction

**Awards and Certifications:**

- Department of Defense, Civilian of the Year Award
- Loring Airforce Base, Superior Performance Award

## **MMA EXECUTIVE COMMITTEE MEMBERS (Three 3-Year Terms)**

### **JON BEEKMAN (Chair of Selectboard, Town of Fayette)**

#### **Professional & Municipal Experience:**

- Selectman, Town of Fayette (2012 – 2019); current Chairman
  - ✓ Budget Committee (2010 – 2012)
- Member, Finance Committee, Town of Natick, Massachusetts (1980 – 2005)
  - ✓ Town Meeting Member
  - ✓ Board of Appeals
  - ✓ DPW Advisory Board
  - ✓ Conservation Commission
- Self-Employed Strategic Advisor for local/international municipal clients and regional engineering firms (2011 – 2017)
- Manager, Division of Water Resources and Clerk of Cambridge Water Board, Cambridge Massachusetts
- Assistant Director Water Resources, Providence Water Supply Board, Providence, Rhode Island
- Principal and first Director of Municipal Services, Kleinfeld / SEA Consultants, Augusta, Maine (retired 2010)
- National Water Practice Leader, Earth Tech, Inc., Scarborough, Maine & Concord, Massachusetts
- Principal, Vice President and Member of Board of Directors, Whitman & Howard, Inc.

#### **Other Experience, Committees and Affiliations:**

- Member, Maine Municipal Association Executive Committee (2019 – present)
- Member, Maine Municipal Association Property & Casualty Pool Board of Directors (2019 – present)
- Member, Maine Municipal Association Workers Compensation Fund Board of Trustees (2019 – present)
- Past President, New England Water Works Association
- Past President, American Water Works Association, New England Section
- Past President, American Council of Engineering Companies, Massachusetts Member Organization
- Past Corporator, 1<sup>st</sup> American Bank of Boston
- U.S. Navy – Honorable Discharge

#### **Education:**

- Master of Public Administration, Kennedy School of Government, Harvard University
- BSF, Forest Management, Cum Laude, University of New Hampshire
- A.A.S. Civil Engineering, Technology, SUNY, Mohawk Valley Community College
- Executive Management Program, Pennsylvania State University

#### **Awards and Certifications:**

- A.D. Little Fellow, Harvard University
- University of New Hampshire, Outstanding Alumnus
- Mohawk Valley Community College, Alumni of Merit Award
- American Council of Engineering Companies, Fellow
- American Water Works Association's George Warren Fuller Award
- Award of Merit, New England Section American Water Works Association
- Eagle Scout, BSA, Vigil – Order of the Arrow

## DAVID CYR (TOWN MANAGER, TOWN OF MARS HILL)

### Professional & Municipal Experience:

- Town Manager, Town of Mars Hill (2014 – present)
- Resident Project Representative, NicCait Construction Services, Presque Isle
- Construction Engineer, Soderberg Construction, Caribou
- Engineer, Criterium Brown Engineers, Washburn
- Public Works Director, Town of Fort Kent
- Project Engineer, Civil Engineering Services, Brewer
- Public Works Director for the Unorganized Territories, County of Aroostook, Caribou
- Project Engineer, Cianbro Corporation, Pittsfield
- Engineer/Soil Technician, Brescia Construction/Caribou Soils, Inc., Caribou
- Selectmen, Town of Woodland (1995 – 2004); Chairman for five years
- Firefighter 1/EMT, Caribou Fire and Ambulance, Town of Caribou (1985 – 1988)
- Firefighter 1/EMT, Budd Lake Volunteer Fire Company, Budd Lake, New Jersey (1983 – 1984)

### Other Experience, Committees and Affiliations:

- Member, Aroostook Municipal Association (2014 – present); Treasurer (2017); Secretary (2018 – present)
- Board Member, Northern Maine Development Commission Executive Committee (2014 - present), Chair since 2018; NMDC Revolving Loan Committee (2014 – present), Chair since 2016; NMDC Treasurer (2017); NMDC Finance & Audit Committee; Chairperson (2018 - present)
- President, Mars Hill Rotary Club (July 2016 – present)
- Assistant Chief of Stadium, US Ski and Snowboard Association Supertour competition, Presque Isle (2019)
- Volunteer, Cross Country Ski Trail Groomer at Woodland Community Trails
- Volunteer, Biathlon World Cup Competitions in Presque Isle; Assistant Chief of Stadium (2016)
- Board Member, Northern Maine Solid Waste Management Committee, (1992 – 2000); Chairman (1999 – 2000)
- Member, MDOT Regional Transportation Advisory Committee (1997 – 2002); Chair (1999 – 2000)
- Member, Public Advisory Committee, MDOT Aroostook County Transportation Study
- Board Member, Maine Chapter of the American Public Works Association (1998 – 2000); Secretary (1999); Treasurer (2000)

### Education:

- Bachelor of Mechanical Engineering Technology, University of Maine at Orono

### Awards and Certifications:

- State of Maine State Board of Registration for Professional Engineers
- Maine Municipal Certified Assessor
- Maine Department of Transportation Local Roads Center “Road Scholar”
- Graduate, Rotary Leadership Institute, Rotary District 7810
- State of Maine Class A Commercial Driver’s License with Hazardous Materials Endorsement

## **IVAN MCPIKE (MAYOR, TOWN OF HAMPDEN)**

### **Professional & Municipal Experience:**

- Council, Town of Hampden (2015 – current); Mayor (2017 – current)
- Self Employed Owner, Maine Salt Co., Hampden, (retired in 2010)

### **Other Experience, Committees and Affiliations:**

- President, Downtown Bangor Association
- President, Greater Bangor Chamber of Commerce
- Member, Board of Directors, Bangor YMCA
- Member, Board of Directors, EMCC Foundation Committee
- Member, Board of Friends of Maine Hockey
- Advisor to Fund Raising Committee, St. Joseph Hospital
- Sargent at Arms and Board Member, Bangor Breakfast Rotary Club, 20 years
- Mason, Past Master Mystic Lodge 66 of Hampden
- Life Member, Anah Shriners of Bangor

### **Education:**

- Hampden Academy, Graduate (1966)
- Bachelor of Accounting, University of Maine

### **Awards and Certifications:**

- Paul Harris Fellow Award
- Jaycees Outstanding Young Man Award for the State of Maine