



## TOWN OF KENNEBUNKPORT, MAINE

### **Board of Selectmen Agenda September 24, 2020 @ 5:00 PM for Executive Session 6:00 PM for Regular Meeting VIRTUAL MEETING VIA ZOOM ([Instructions](#))**

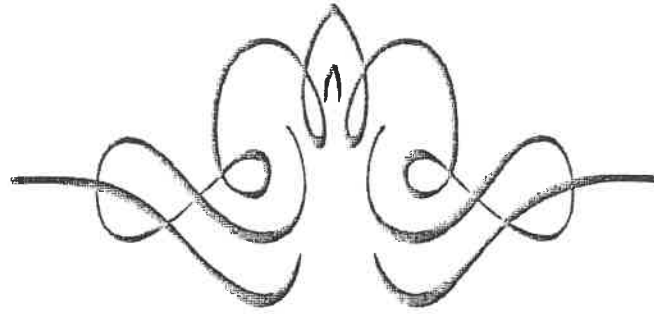
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#### **Ways to join this webinar**

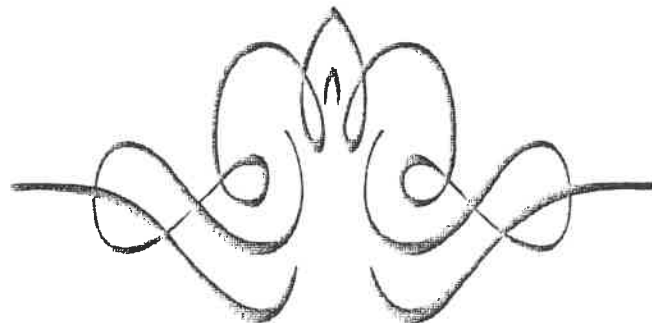
Join by **computer or mobile device** and click on <https://zoom.us/j/99193295359>  
or go to [ZOOM](#) and enter the webinar ID: 991 9329 5359  
By **phone** 1(929) 205 6099 US

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1. Call to Order.
2. 5:00 PM Executive Session per (MRSA 1, §405-6E) for consultation with Town attorney to discuss legal rights and duties.
3. ESTIMATED 6:00 PM - Approve the September 10, 2020, 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. Public hearing to adopt the MMA Model Ordinance GA Appendices A–H for the period October 1, 2020–September 30, 2021.
6. Discussion of GRBAC recommendation to place a stop sign at the intersection of King's Highway and Dyke Road.
7. Discuss next steps for the development of a trail at Village Parcel.
8. Award recycling contracts with ecomaine and Casella Waste Management.
9. Award the police cruiser bid.
10. Other Business.
11. Approve the September 24, 2020, Treasurer's Warrant.
12. Adjournment.



# Agenda Item Divider



## Item 3

**Town of Kennebunkport  
Board of Selectmen Meeting VIA Zoom  
September 10, 2020  
6:00 PM**

Minutes of the Selectmen's Meeting of September 10, 2020

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

**Others attending via Zoom:** Mike Claus, Mike Davis, John Everett, Werner Gilliam, Paul Hogan, Karina Grater, David James, Alison Kenneway, Jen Lord, Leia Lowery, Chris Mayo, Arlene McMurray, Tracey O'Roak, Craig Sanford, Chris Simeoni, Abbie Sherwin, Laurie Smith, and others

### **1. Call to Order.**

Chair Daggett called the meeting to order at 6:04 PM. He took **roll call** of Selectmen present: Patrick Briggs, Allen Daggett, Sheila Matthews-Bull, Ed Hutchins, and D. Michael Weston.

### **2. Approve the August 27, 2020, selectmen meeting minutes.**

**Motion** by Selectman Hutchins, seconded by Selectman Matthews-Bull, to approve the August 13, 2020, selectmen meeting minutes. **Roll Call Vote:** Briggs, Hutchins, Daggett, Matthews-Bull, and Weston. **Voted:** 5-0. **Motion passed.**

### **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.).**

There were no comments.

### **4. Presentation on climate change impacts to Kennebunkport.**

Leia Lowery, Director of Education at the Kennebunkport Conservation Trust; Karina Grater, the Town's regional sustainability coordinator with Southern Maine Planning and Development Commission (SMPDC); and Abbie Sherwin, senior coastal land use planner at SMPDC presented a PowerPoint presentation on climate change. See Exhibit A.

Town Manager Laurie Smith went over the responses to the Growth Planning Committee's citizen survey:

- Town priorities over the next 5-10 years.
  - The preservation of natural resources and the environment was listed as the #1 priority by 54% of respondents.
- The Town should continue to preserve and support the fishing industries in town.
  - 95% of respondents agreed or strongly agreed.

- The Town should plan for local impacts to sea level rise and changing climate.
  - 77% of respondents agreed or strongly agreed.
- The Town should work to reduce energy consumption of town-owned facilities.
  - 85% of respondents agreed or strongly agreed.
- Municipal sustainability means meeting the needs of present community members without compromising the ability of future generations to meet their own needs. The Town should develop a sustainability plan.
  - 82% of respondents agreed or strongly agreed.

Chair Daggett mentioned that they should provide their suggestions for the next budget discussions.

The Board agreed that Ms. Smith and Werner Gilliam should bring in some goals and strategies for the Board to consider.

#### **5. Certification on proposed ordinances.**

Town Clerk Tracey O'Roak explained that the Board must certify the proposed ordinances: Codification; Tent Ordinance; and Emergency Management Ordinance which are on the November ballot.

**Motion** by Selectman Weston, seconded by Selectman Hutchins, to approve the certification of proposed ordinances. **Roll Call Vote:** Briggs, Hutchins, Daggett, Matthews-Bull, and Weston. **Voted:** 5-0. **Motion passed.**

#### **6. Set public hearing date for November 3 proposed ordinances (October 22).**

**Motion** by Selectman Hutchins, seconded by Selectman Weston, to set the public hearing date for October 22 for the November 3 proposed ordinances. **Roll Call Vote:** Briggs, Hutchins, Daggett, Matthews-Bull, and Weston. **Voted:** 5-0. **Motion passed.**

#### **7. Consider Collection of Delinquent Accounts Receivable Policy.**

Treasurer Jen Lord explained the policy. She said it will provide consistency in their collections.

**Motion** by Selectman Briggs, seconded by Selectman Matthews-Bull, to approve the Collections of Delinquent Accounts Policy presented. **Roll Call Vote:** Briggs, Daggett, Hutchins, Matthews-Bull, and Weston. **Voted:** 5-0. **Motion passed.**

#### **8. Authorize the replacement and purchase of swimming advisory signs at all public beach access points at Goose Rocks Beach.**

Ms. Smith said the Beach Advisory Committee met and recommended replacing the current swimming advisory signs that warn people of elevated bacteria levels that occur after heavy rainfalls at Goose Rocks Beach with warning signs that are more specific

and differentiates between river warnings and beach warnings. The cost of the new signs would not exceed \$1,300.

Public Health Nurse Alison Kenneway agreed that the news signs would be beneficial.

**Motion** by Selectman Hutchins, seconded by Selectman Weston, to approve the purchase of new swimming advisory signs at a cost not to exceed \$1,300. **Roll Call Vote:** Briggs, Daggett, Hutchins, Matthews-Bull, and Weston. **Voted:** 5-0. **Motion passed.**

## **9. Other Business.**

Selectman Matthews-Bull announced that they are having Prelude reimagined due to COVID-19. There will be safety protocols in place and not large gatherings, but they will continue this tradition.

Ms. Smith announced there will be a meeting with the three towns and one member from the RSU to increase communication, for September 30, at 5 PM. She is waiting to hear back from Arundel. The Board agreed with that date and time.

Since York County has an increase in COVID-19 cases, Ms. Smith urged everyone to continue with maintaining social distancing and hygiene protocol to keep everyone safe.

## **10. Approve the September 10, 2020, Treasurer's Warrant.**

**Motion** by Selectman Hutchins, seconded by Selectman Matthews-Bull, to approve the September 10, 2020, Treasurer's Warrant. **Roll Call Vote:** Briggs, Hutchins, Daggett, Matthews-Bull, and Weston. **Voted:** 5-0. **Motion passed.**

## **11. Adjournment.**

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

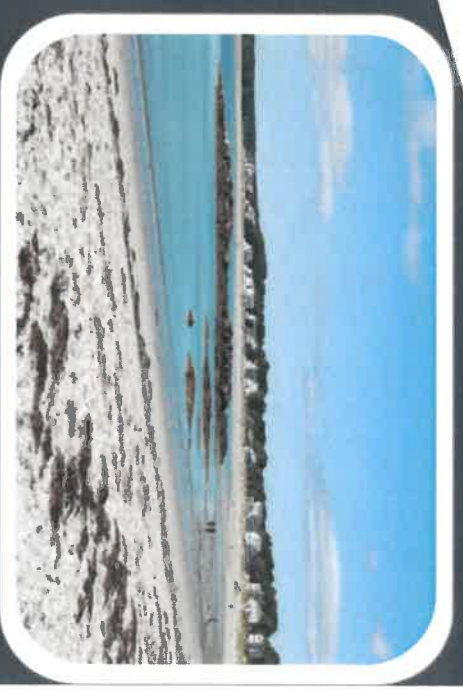
The meeting adjourned at 7:55 PM.

Submitted by Arlene McMurray  
Administrative Assistant



*Exhibit A - 9-10-2020*

# Our Town



# Our Future



### What are Greenhouse Gases?

The same way that a greenhouse captures the heat from the sun and traps it to keep the plants inside warm, **greenhouse gases** are trapping heat in the atmosphere, warming the earth.

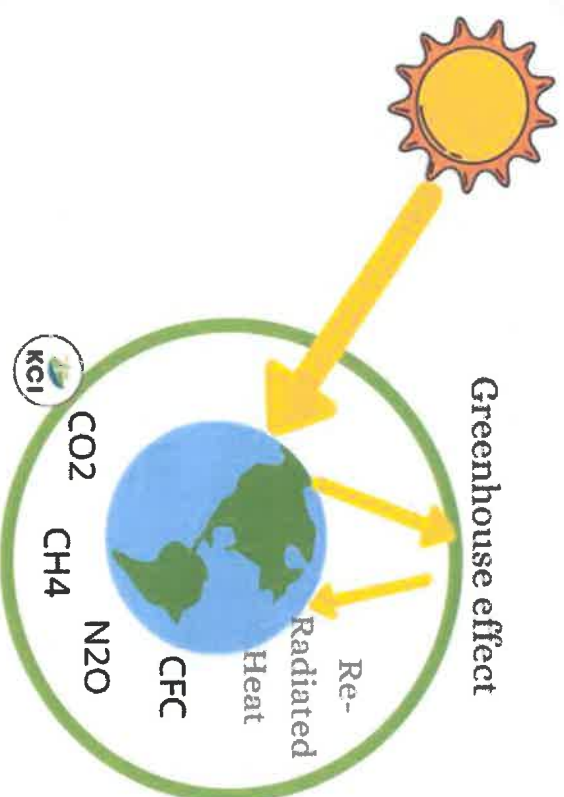
The major greenhouse gases are:

**Carbon Dioxide ( $\text{CO}_2$ )**

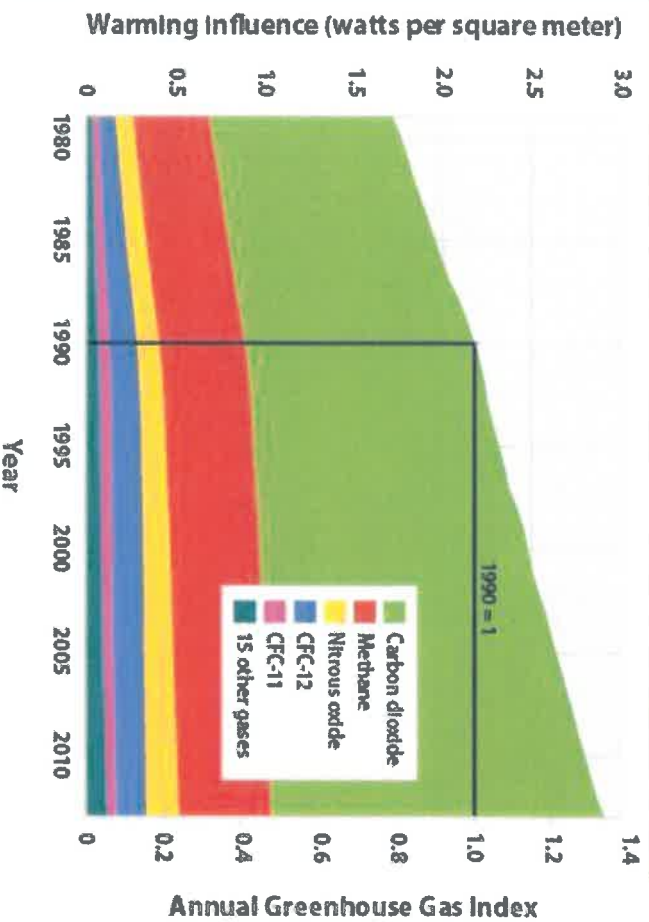
**Methane ( $\text{CH}_4$ )**

**Nitrous Oxide ( $\text{N}_2\text{O}$ )**

**Fluorinated Gases**



Greater concentrations of greenhouse gases mean more solar radiation is trapped within the Earth's atmosphere, making temperatures rise. Source: W. Elder, NPS.



Of the twenty greenhouse gases, carbon dioxide accounts for by far the largest share of radiative forcing since 1990, and its contribution continues to grow at a steady rate. Source: US EPA.

## Climate Change?

- Climate Change is caused by an excess of greenhouse gases.
- The excess over-insulates the planet. As a result, temperatures rise — too much insulation causes the planet to overheat, which has already begun to change the climate.
- The warmer it gets, the more our land ice melts... creating more warming! (Albedo Effect)
- The oceans have absorbed 90% excess heat in the atmosphere, warming our oceans and causing Thermal Expansion



# Problems



Sea Level Rise/  
Ocean Temp-  
GOM warming  
faster than 99%



Decreased  
snowpack



Extreme  
Weather:  
Flood/drought



Increased  
Ocean  
Acidification



North East  
warming faster  
than any other  
region in  
contiguous US



Loss of  
Biodiversity

**What Changes Are You Seeing?**

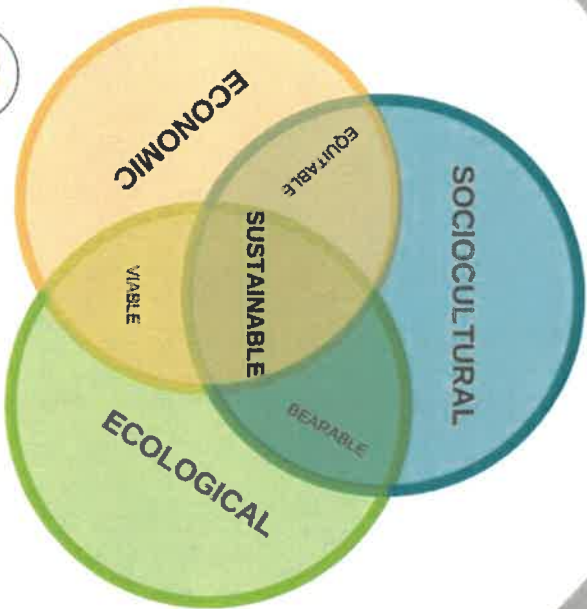


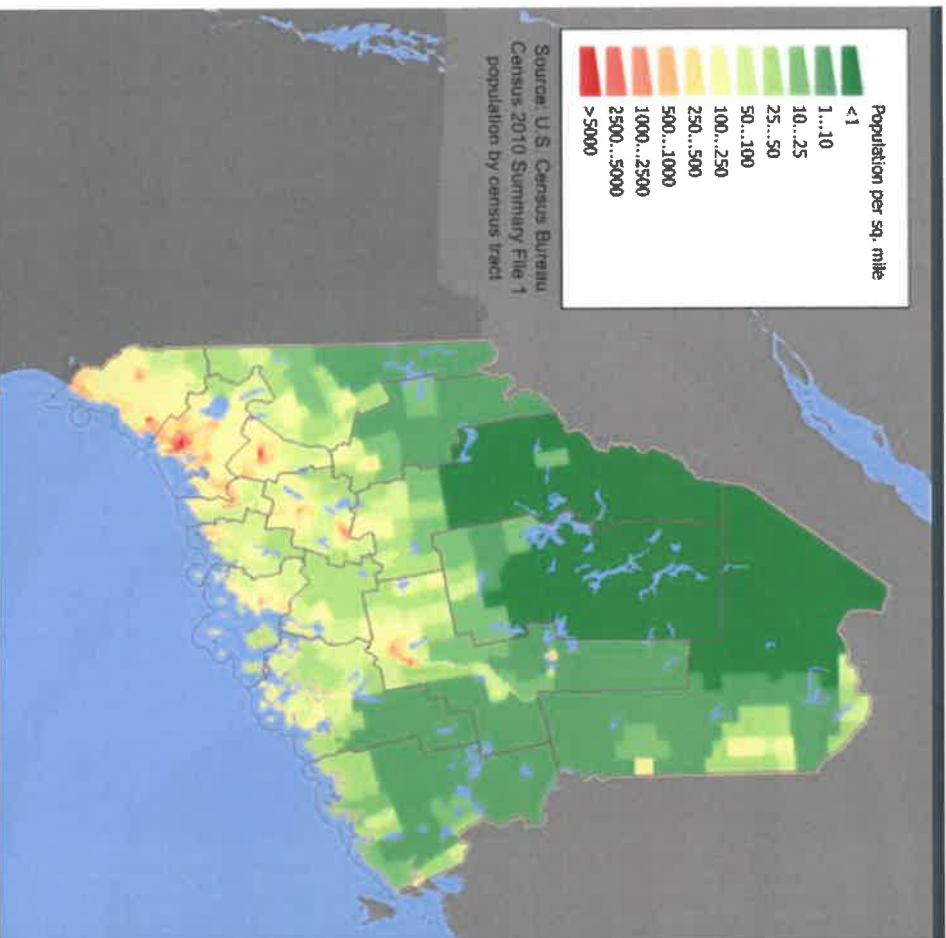
**Changes in our community  
are already being seen**

GRB after Riley March 2018



**Environment**





### **Economic:**

- Longest coastline and economic buoy to GDP
- 46th economic growth – depend on seasonal income
- Collapse of the fishing industry
- Less flood insurance due to high cost=higher cost to the taxpayer for damages
- Shorefront home devaluation

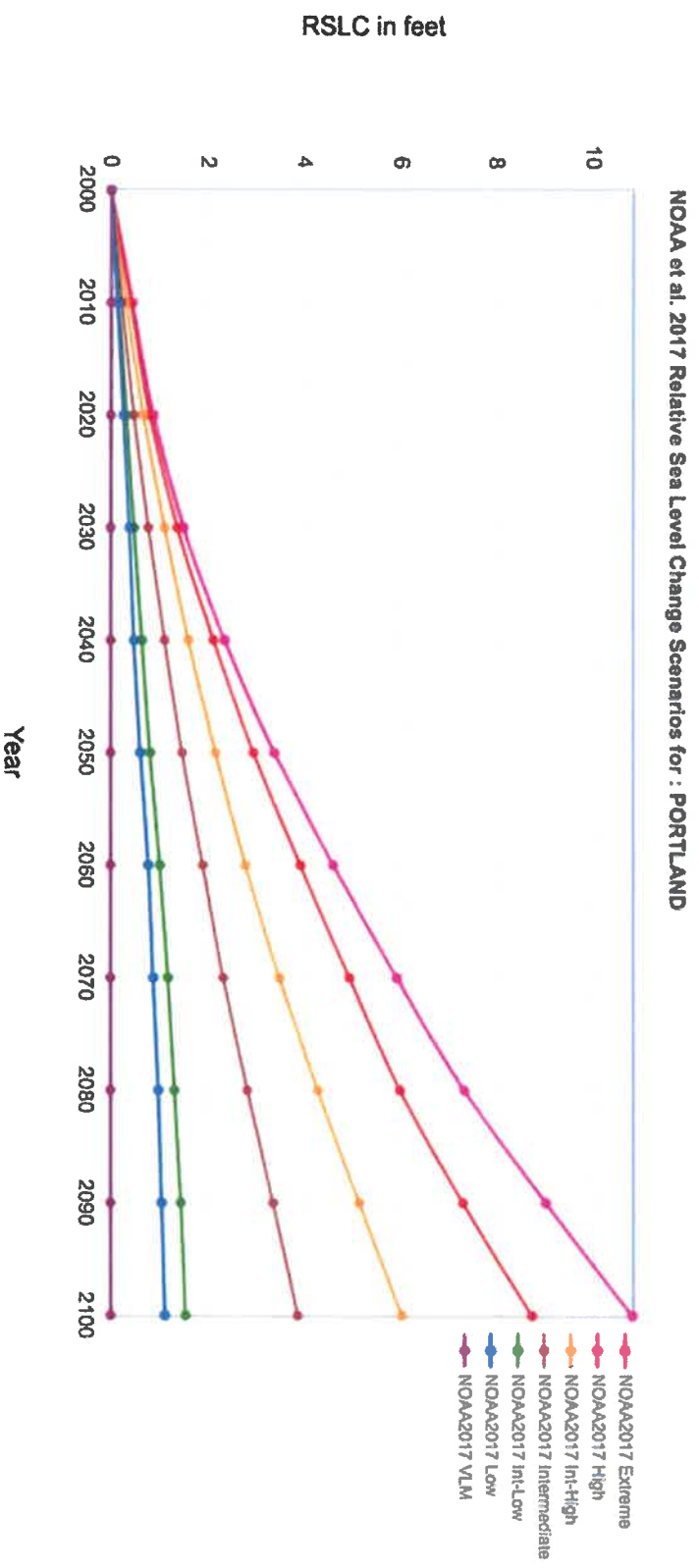
### **Ecological:**

- Water quality – continued flooding & erosion
- Ocean acidification – lobster and shellfish
- Shifting tide zones
- Loss of biodiversity/invasive species – marsh & forest degradation
- Decreased snowpack
- Warming Temperatures – impact fishing

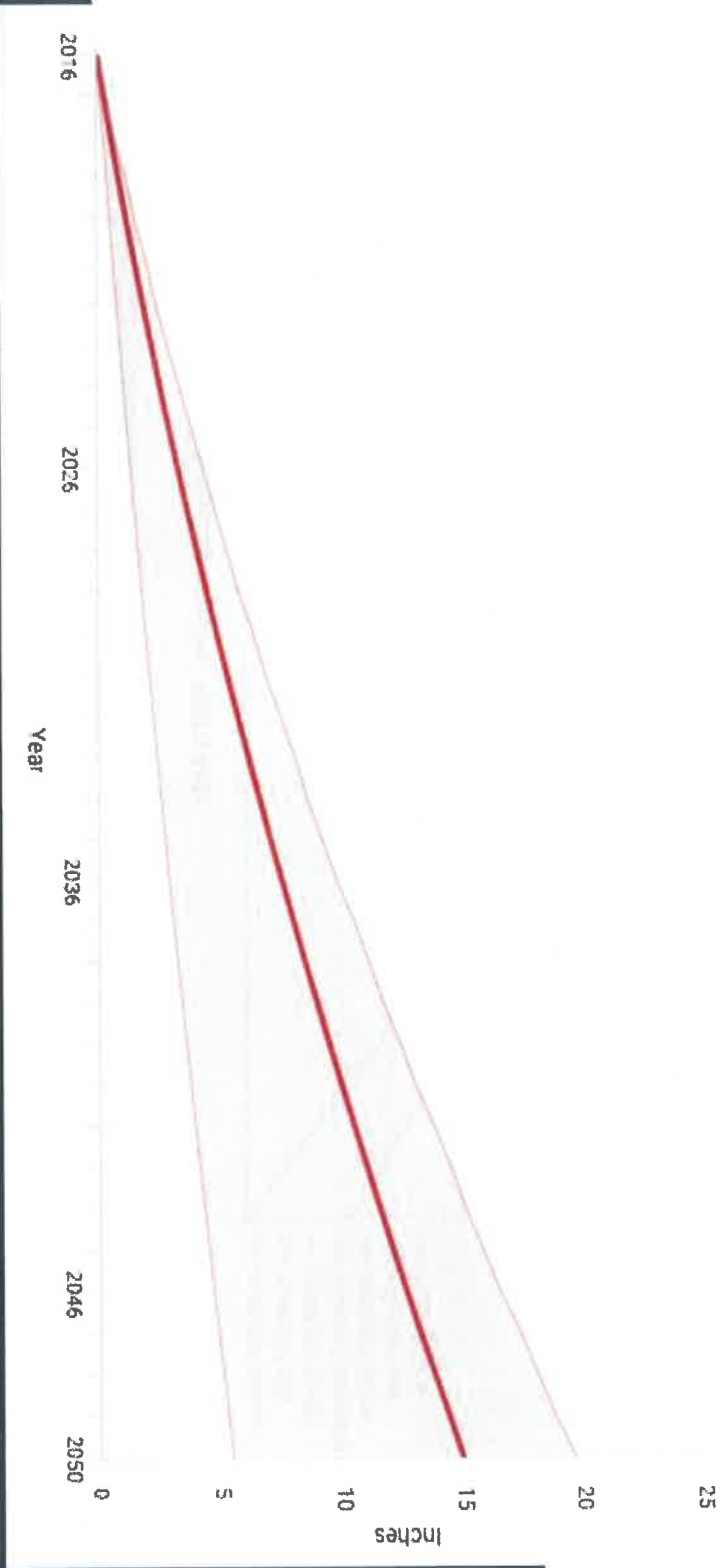
### **Sociocultural:**

- Threat to traditional way of life
- Public access to land and water
- Increased tick and mosquito population
- Burden of cost shift could have serious equity implications

# Projected Sea Level Rise



## Portland Sea Level Rise Forecasts



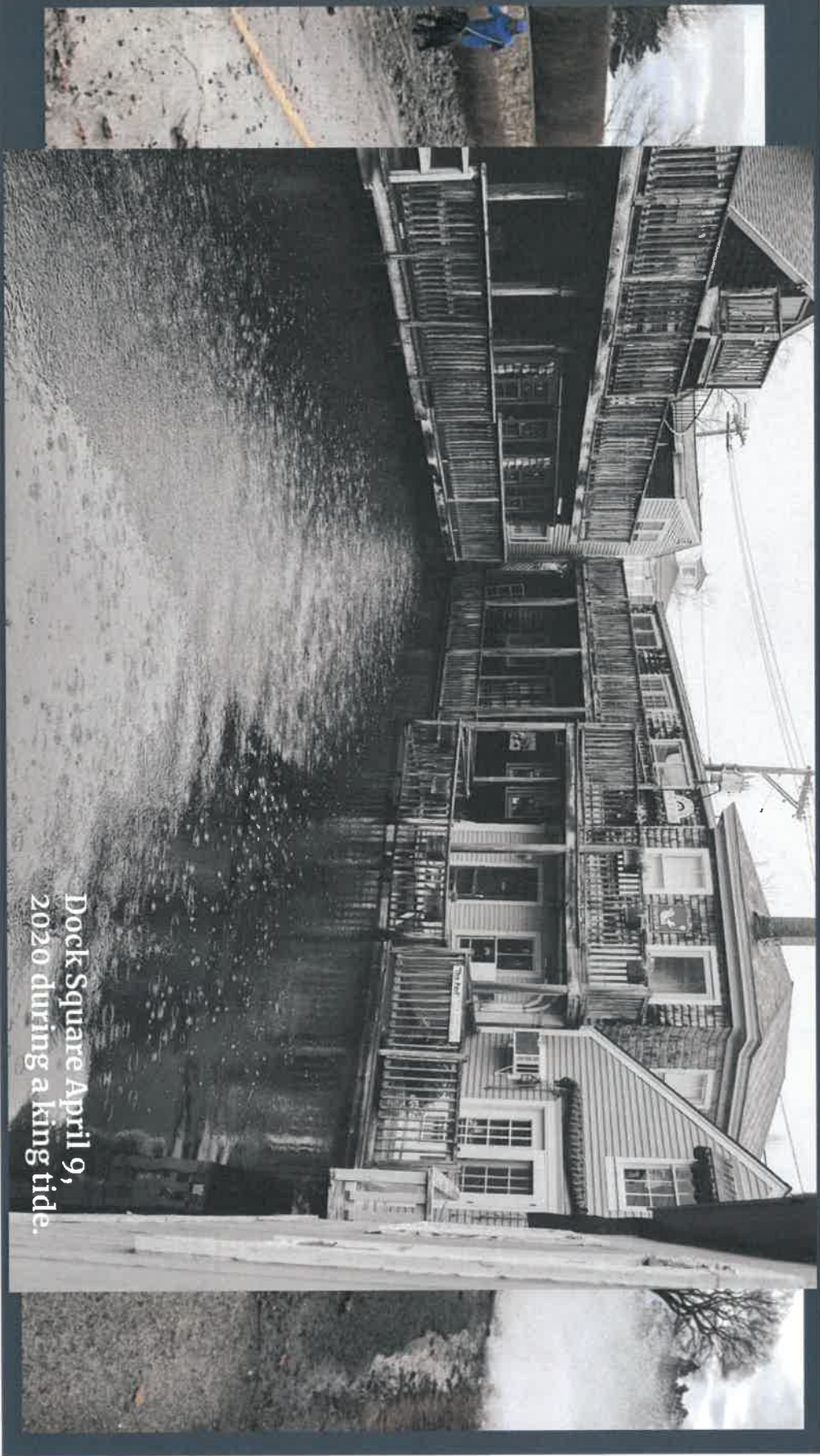
Sealevelrise.org graph on Portland Maine SLR projections

# Is Sea Level Rise an Issue Now?

## Kennebunkport #5 in the top 20 towns affected by Sea Level Rise







Dock Square April 9,  
2020 during a king tide.

# Shoreline Change: Goose Rocks

Dune Change - the rate of change of dune size in feet per year ('07 - '18)

- Overall dune erosion
  - Range: -2.0 to +1.5 ft/yr
- Average erosion greater than state average

Beach change - the difference between the shoreline position of the mean high water line in feet ('17 - '18)

- Overall beach loss
  - Range: -46.3 to +26.6 ft
- Average loss greater than state average

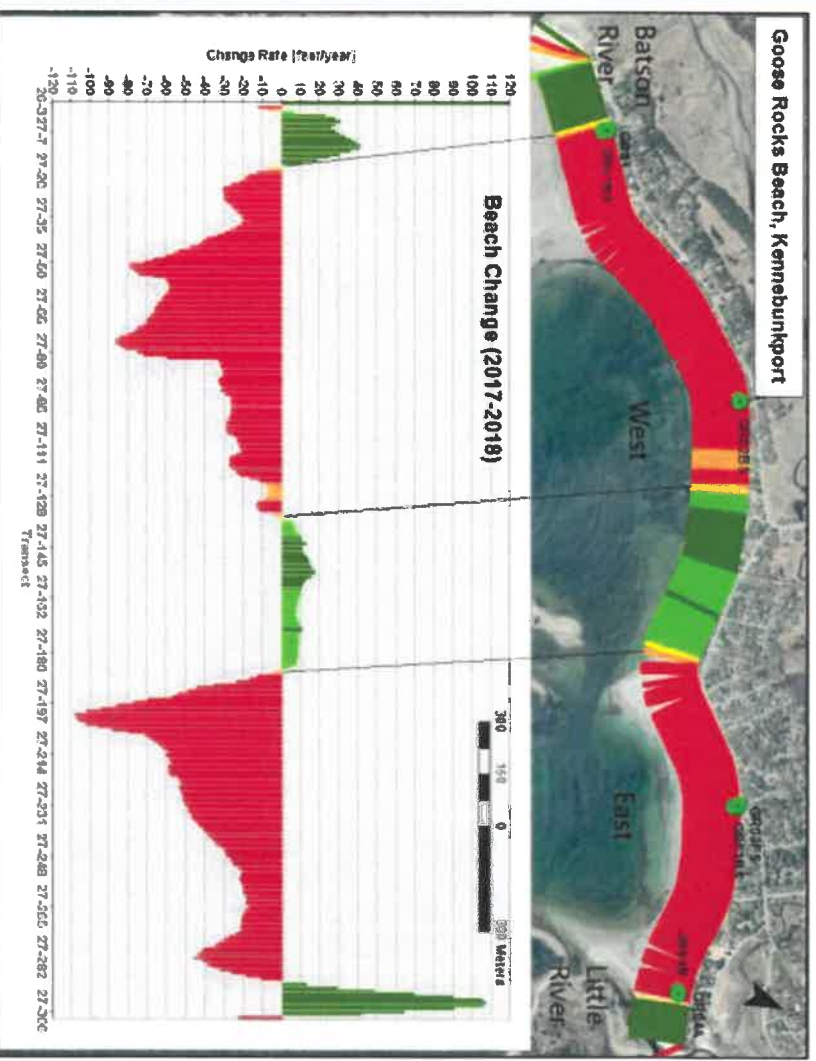
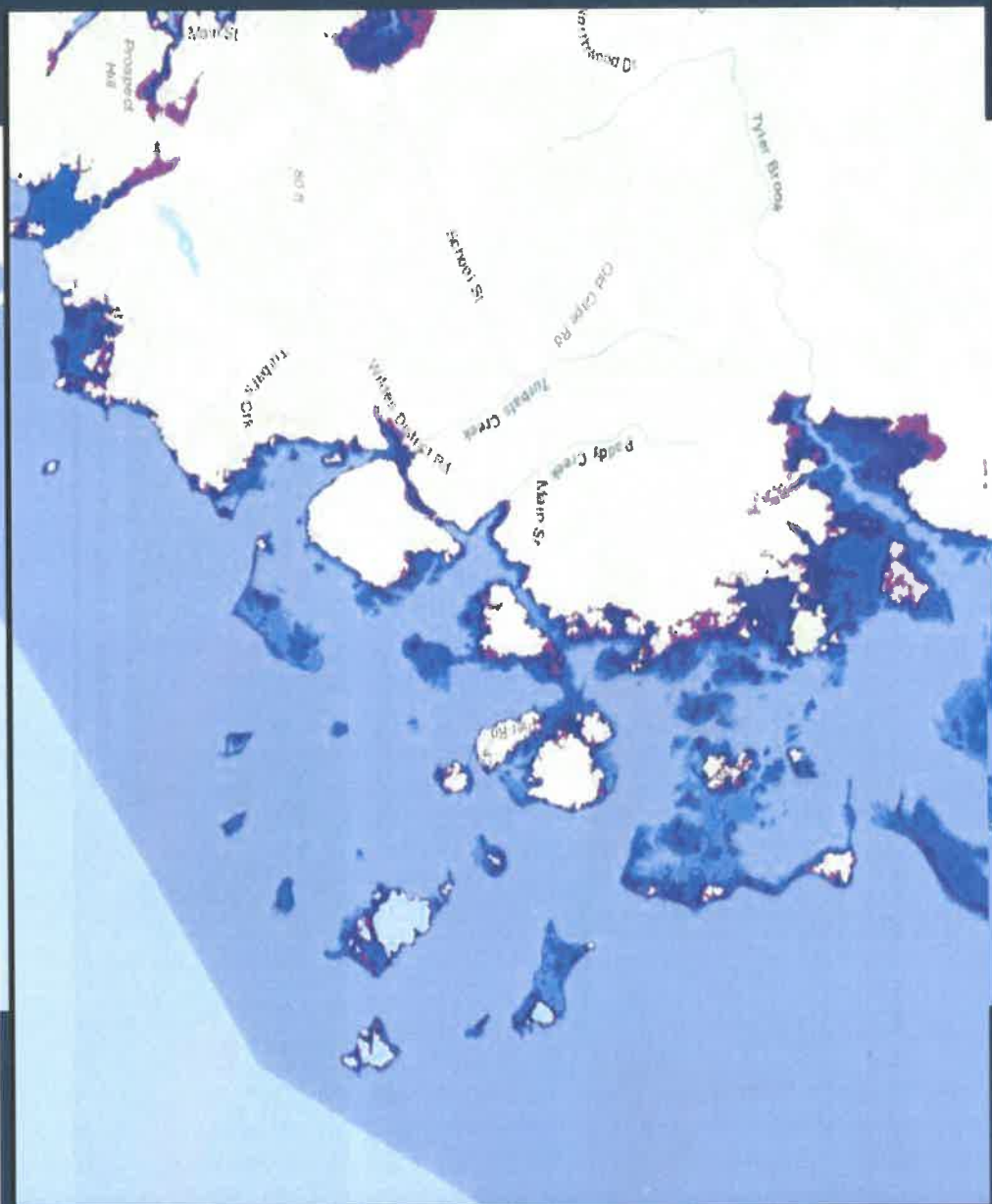
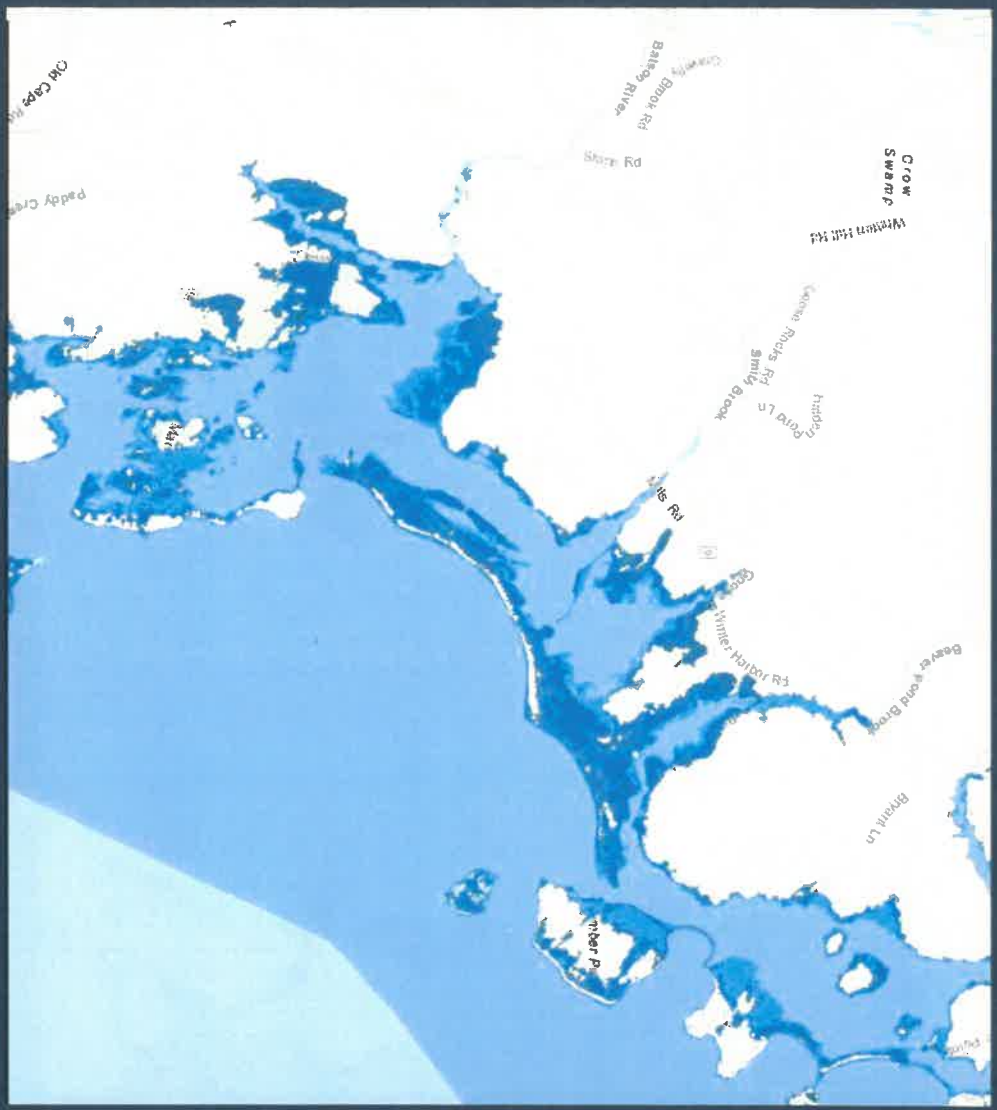


Figure 46. Beach changes from 2017 to 2018 for Goose Rocks Beach, Kennebunkport, ME. Base imagery from Maine Geolibrary.









**“Benefits of strong,  
early action on  
climate change  
outweigh the costs.”**

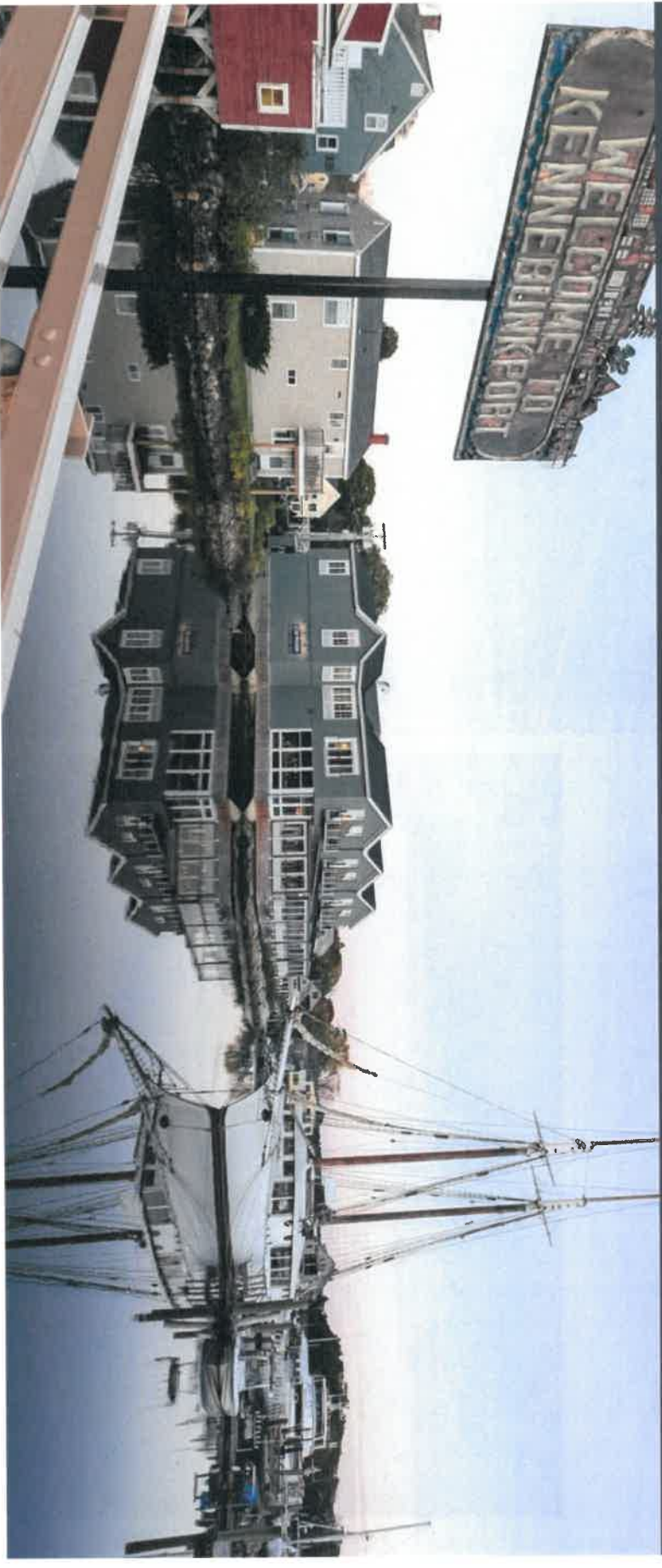
**– Nicholas Stern (British economist -  
Grantham Research Institute**



**How do we move  
forward?**



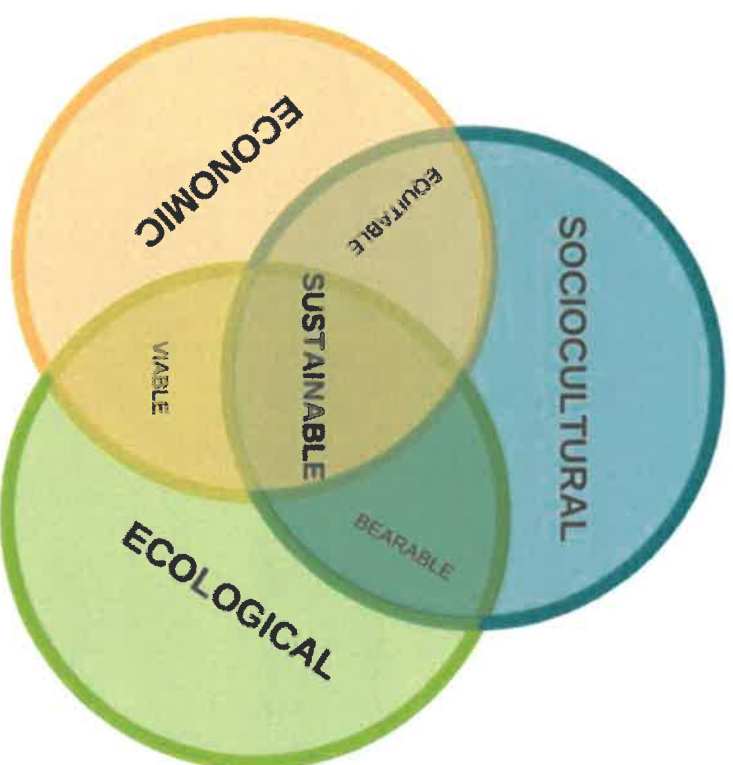
# A sustainable, resilient future for Kennebunkport



# SUSTAINABILITY

Sustainability is when a healthy environment, economic prosperity and social justice are pursued simultaneously to ensure the well-being and quality of life of present and future generations.

-Learning for a Sustainable Future  
Teaching Centre

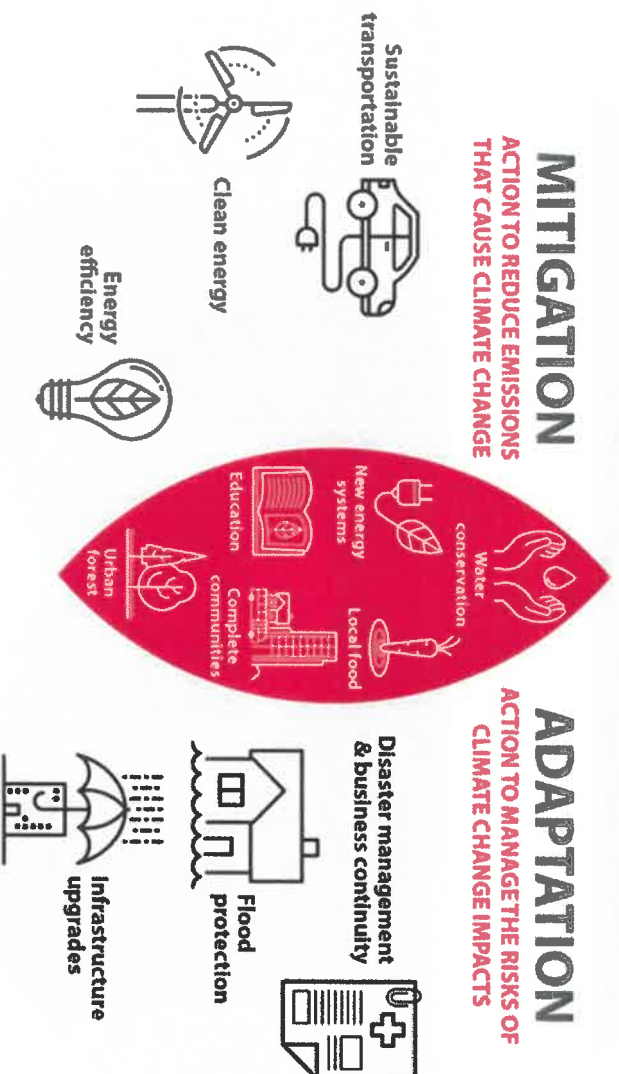


## COMMUNITY RESILIENCE

The capacity of a community to absorb, withstand, recover from and adapt to changing conditions and disturbances while sustaining key functions, structures, and performance.

It involves all dimensions of a system, including social, built, and natural environments within a community.





<https://www.calgary.ca/UEP/ESM/Pages/Energy-Savings/Climate-Change.aspx?redirect=/climateprogram>

Proactively addressing climate change will lead to a more sustainable, resilient, and thriving Kennebunkport





How can municipalities address climate change?

## Kennebunkport is taking the first steps toward climate change mitigation and adaptation



- Integrating climate change considerations into the Comp Plan
- First municipal GHG inventory complete in 2019
- Sea level rise vulnerability assessment through SMPDC-led grant projects
- LED streetlight conversion
- Applying for EDA grant to repair and raise pier
- Partnered to create the Reg. Sustainability and Resilience Program
- Collaborating with local schools and nonprofits to address climate change issues

# Setting climate change goals for Kennebunkport

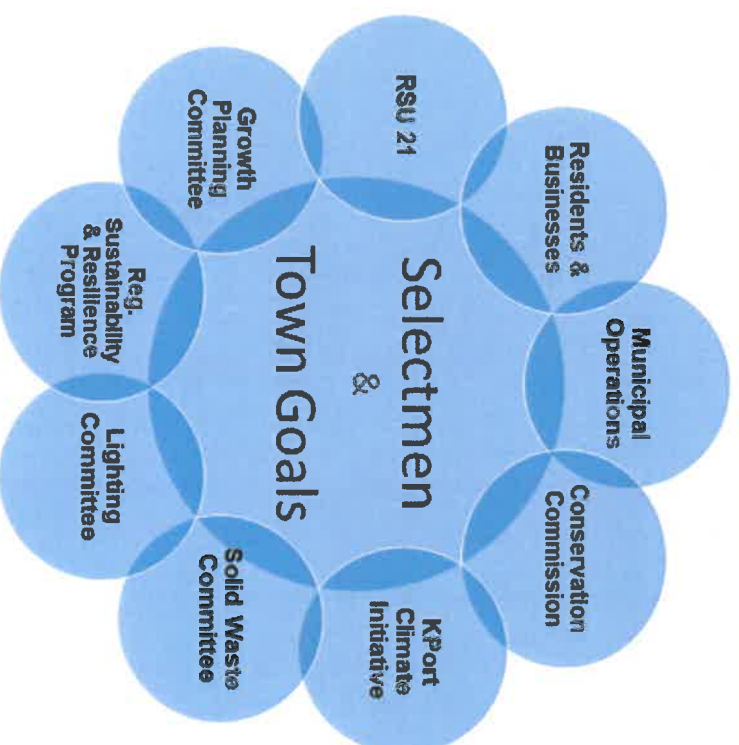
# Getting started

- pick the low hanging fruit
- build on current successes
- integrate policies and programs into the work plans and budgeting of departments and committees
- find opportunities to leverage the work of partnerships and grants

# 2022 Growth Planning Committee citizen survey responses

- Town priorities over the next 5-10 years:
  - The *preservation of natural resources and the environment* was **listed as the #1 priority by 54% of respondents.**
- The town should continue to *preserve and support the fishing industries* in town.
  - **95% of respondents** agreed or strongly agreed.
- The town should *plan for local impacts to sea level rise and changing climate.*
  - **77% of respondents** agreed or strongly agreed.
- The town should work to *reduce energy consumption of town owned facilities.*
  - **85% of respondents** agreed or strongly agreed.
- Municipal sustainability means meeting the needs of present community members without compromising the ability of future generations to meet their own needs. The town should *develop a sustainability plan.*
  - **82% of respondents** agreed or strongly agreed.

Sustainability/resilience collaborators can help  
with town climate change goals







[www.kportclimate.org](http://www.kportclimate.org)

  
Educate  
Demystify climate  
through language

s for  
power,



## Regional Sustainability and Resilience Program



Supports both regional and individual community efforts to enhance:

- Sustainability
- Climate preparedness
- Coastal resilience



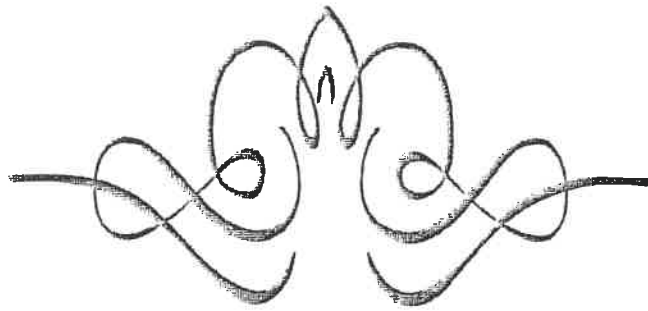




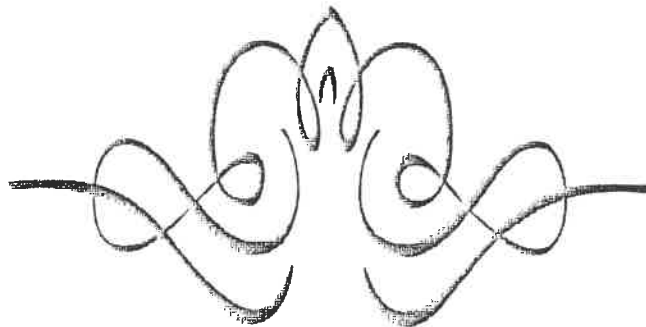
# Our Town



# Our Future



# Agenda Item Divider



## Item 5

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### MEMORANDUM

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**TO:** Board of Selectmen  
**FROM:** Alison Kenneway  
**SUBJECT:** General Assistance 2020 Update  
**DATE:** September 22, 2020  
**CC:** Laurie A. Smith, Town Manager

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The changes to the GA maximums for the fiscal year 2020/2021 are as follows:

- Overall maximums for an individual or family in **Appendix A** increased from \$19.00 for a family of one to \$28.00 for a family of five.
- **Appendices B and C:** food and housing allowance for 2020/2021 also increased. Food maximums for a family of one increased by \$10.00/month up to \$60.00/month for a family of eight.
- Housing maximums increased by \$21.00/month for a one bedroom up to \$34.00/month for a four bedroom.
- **Appendices D-F:** Basic Needs has no change from last year. Basic needs covered through GA consists of utilities—electricity, heating fuel, and personal care items.
- Burial and cremation maximums had no increase this year.

Item 5

**GENERAL ASSISTANCE ORDINANCE  
APPENDICES A-H  
2020-2021**

The Municipality of Kennebunkport MAINE adopts the MMA Model Ordinance GA Appendices (A-H) for the period of Oct. 1, 2020—September 30, 2021. These appendices are filed with the Department of Health and Human Services (DHHS) in compliance with Title 22 M.R.S.A. §4305(4).

Signed the \_\_\_\_\_ (day) of \_\_\_\_\_ (month) \_\_\_\_\_ (year)  
by the municipal officers:

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

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(Signature)

## 2020-2021 GA Overall Maximums

### Metropolitan Areas

Persons in Household					
COUNTY	1	2	3	4	5*
<b>Bangor HMFA:</b> Bangor, Brewer, Eddington, Glenburn, Hampden, Hermon, Holden, Kenduskeag, Milford, Old Town, Orono, Orrington, Penobscot Indian Island Reservation, Veazie	775	879	1,116	1,397	1,956
<b>Cumberland County HMFA:</b> Baldwin, Bridgton, Brunswick, Harpswell, Harrison, Naples, New Gloucester, Pownal, Sebago	883	926	1,197	1,649	1,882
<b>Lewiston/Auburn MSA:</b> Auburn, Durham, Greene, Leeds, Lewiston, Lisbon, Livermore, Livermore Falls, Mechanic Falls, Minot, Poland, Sabattus, Turner, Wales	741	798	1,025	1,287	1,633
<b>Penobscot County HMFA:</b> Alton, Argyle UT, Bradford, Bradley, Burlington, Carmel, Carroll plantation, Charleston, Chester, Clifton, Corinna, Corinth, Dexter, Dixmont, Drew plantation, East Central Penobscot UT, East Millinocket, Edinburg, Enfield, Etna, Exeter, Garland, Greenbush, Howland, Hudson, Kingman UT, Lagrange, Lakeville, Lee, Levant, Lincoln, Lowell town, Mattawamkeag, Maxfield, Medway, Millinocket, Mount Chase, Newburgh Newport, North Penobscot UT, Passadumkeag, Patten, Plymouth, Prentiss UT, Seboeis plantation, Springfield, Stacyville, Stetson, Twombly UT, Webster plantation, Whitney UT, Winn, Woodville	741	742	981	1,229	1,341
<b>Portland HMFA:</b> Cape Elizabeth, Casco, Chebeague Island, Cumberland, Falmouth, Freeport, Frye Island, Gorham, Gray, Long Island, North Yarmouth, Portland, Raymond, Scarborough, South Portland, Standish, Westbrook, Windham, Yarmouth; Buxton, Hollis, Limington, Old Orchard Beach	1,179	1,284	1,668	2,180	2,654
<b>Sagadahoc HMFA:</b> Arrowsic, Bath, Bowdoin, Bowdoinham, Georgetown, Perkins UT, Phippsburg, Richmond, Topsham, West Bath, Woolwich	821	933	1,095	1,449	1,691



**Appendix A**  
Effective: 10/01/20-09/30/21

COUNTY	1	2	3	4	5*
<b>York County HMFA:</b> Acton, Alfred, Arundel, Biddeford, Cornish, Dayton, Kennebunk, Kennebunkport, Lebanon, Limerick, Lyman, Newfield, North Berwick, Ogunquit, Parsonsfield, Saco, Sanford, Shapleigh, Waterboro, Wells	918 ↑ 19.00	980 ↑ 19.00	1,212 ↑ 22.00	1,539 ↑ 14.00	1,720 ↑ 28.00
<b>York/Kittery/S.Berwick HMFA:</b> Berwick, Eliot, Kittery, South Berwick, York	1,136	1,165	1,539	1,926	2,699

\*Note: Add \$75 for each additional person.

**Non-Metropolitan Areas**

**Persons in Household**

COUNTY	1	2	3	4	5*
<b>Aroostook County</b>	649	710	831	1,119	1,200
<b>Franklin County</b>	683	729	837	1,102	1,480
<b>Hancock County</b>	836	871	1,047	1,319	1,445
<b>Kennebec County</b>	769	786	979	1,284	1,371
<b>Knox County</b>	792	795	979	1,291	1,390
<b>Lincoln County</b>	868	886	1,057	1,349	1,554
<b>Oxford County</b>	764	767	936	1,322	1,577
<b>Piscataquis County</b>					

*Washington County*

*Please Note: Add \$75 for each additional person.*

## Appendix B

Effective: 10/01/20 to 09/30/21

### 2020-2021 Food Maximums

Please Note: The maximum amounts allowed for food are established in accordance with the U.S.D.A. Thrifty Food Plan. As of October 1, 2020, those amounts are:

Number in Household	Weekly Maximum	Monthly Maximum
1	\$ 47.44	\$ 204
2	86.98	374
3	124.42	535
4	158.14	680
5	187.67	807
6	225.35	969
7	249.07	1,071
8	284.65	1,224

**Note: For each additional person add \$153 per month.**



## 2020-2021 GA Housing Maximums (Heated & Unheated Rents)

**NOTE: NOT ALL MUNICIPALITIES SHOULD ADOPT THESE SUGGESTED HOUSING MAXIMUMS!** Municipalities should **ONLY consider** adopting the following numbers, if these figures are consistent with local rent values. If not, a market survey should be conducted and the figures should be altered accordingly. The results of any such survey must be presented to DHHS prior to adoption. **Or**, no housing maximums should be adopted and eligibility should be analyzed in terms of the Overall Maximum—Appendix A. (*See Instruction Memo for further guidance.*)

### **Non-Metropolitan FMR Areas**

<b>Aroostook County</b>		<b>Unheated</b>		<b>Heated</b>	
Bedrooms		Weekly	Monthly	Weekly	Monthly
0		117	504	141	606
1		123	528	154	663
2		139	599	180	776
3		195	840	246	1,057
4		200	859	262	1,126
<b>Franklin County</b>		<b>Unheated</b>		<b>Heated</b>	
Bedrooms		Weekly	Monthly	Weekly	Monthly
0		125	538	149	640
1		127	547	159	682
2		141	605	182	782
3		191	823	242	1,040
4		265	1,139	327	1,406
<b>Hancock County</b>		<b>Unheated</b>		<b>Heated</b>	
Bedrooms		Weekly	Monthly	Weekly	Monthly
0		159	682	182	783
1		159	682	188	809
2		186	801	227	975
3		238	1,022	287	1,235
4		251	1,079	312	1,342
<b>Kennebec County</b>		<b>Unheated</b>		<b>Heated</b>	
Bedrooms		Weekly	Monthly	Weekly	Monthly
0		143	615	167	716
1		143	615	168	724
2		170	733	211	907
3		230	987	279	1,200
4		234	1,005	295	1,268

# Appendix C

Effective: 10/01/20-09/30/21

## Non-Metropolitan FMR Areas

<b>Knox County</b>				
Bedrooms	<b>Unheated</b>		<b>Heated</b>	
	Weekly	Monthly	Weekly	Monthly
0	148	638	172	739
1	148	638	172	739
2	170	733	211	907
3	231	994	281	1,207
4	238	1,024	299	1,287
<b>Lincoln County</b>				
Bedrooms	<b>Unheated</b>		<b>Heated</b>	
	Weekly	Monthly	Weekly	Monthly
0	166	714	190	815
1	166	714	192	824
2	189	811	229	985
3	245	1,052	294	1,265
4	276	1,188	337	1,451
<b>Oxford County</b>				
Bedrooms	<b>Unheated</b>		<b>Heated</b>	
	Weekly	Monthly	Weekly	Monthly
0	142	610	165	711
1	142	610	165	711
2	160	690	201	864
3	238	1,025	288	1,238
4	272	1,171	333	1,434
<b>Piscataquis County</b>				
Bedrooms	<b>Unheated</b>		<b>Heated</b>	
	Weekly	Monthly	Weekly	Monthly
0	116	501	142	609
1	119	512	152	652
2	146	627	189	811
3	200	862	253	1,086
4	241	1,037	305	1,312
<b>Somerset County</b>				
Bedrooms	<b>Unheated</b>		<b>Heated</b>	
	Weekly	Monthly	Weekly	Monthly
0	129	555	153	656
1	129	555	159	682
2	166	713	206	887
3	221	952	271	1,165
4	226	972	287	1,235

**Non-Metropolitan FMR Areas**

<b>Waldo County</b>		<b>Unheated</b>		<b>Heated</b>	
Bedrooms		Weekly	Monthly	Weekly	Monthly
0		154	664	178	765
1		157	676	188	809
2		175	751	215	925
3		242	1,042	292	1,255
4		311	1,339	373	1,602

<b>Washington County</b>		<b>Unheated</b>		<b>Heated</b>	
Bedrooms		Weekly	Monthly	Weekly	Monthly
0		129	556	153	657
1		129	556	153	657
2		158	680	199	854
3		201	863	250	1,076
4		206	888	268	1,151

**Metropolitan FMR Areas**

<b>Bangor HMFA</b>		<b>Unheated</b>		<b>Heated</b>	
Bedrooms		Weekly	Monthly	Weekly	Monthly
0		144	621	168	722
1		159	684	190	817
2		202	870	243	1,044
3		256	1,100	305	1,313
4		370	1,590	431	1,853

<b>Cumberland Cty. HMFA</b>		<b>Unheated</b>		<b>Heated</b>	
Bedrooms		Weekly	Monthly	Weekly	Monthly
0		170	729	193	830
1		170	731	201	864
2		221	951	262	1,125
3		314	1,352	364	1,565
4		353	1,516	414	1,779

<b>Lewiston/Auburn MSA</b>		<b>Unheated</b>		<b>Heated</b>	
Bedrooms		Weekly	Monthly	Weekly	Monthly
0		137	587	160	688
1		140	603	171	736
2		181	779	222	953
3		230	990	280	1,203
4		295	1,267	356	1,530



# Appendix C

Effective: 10/01/20-09/30/21

## Metropolitan FMR Areas

<u>Penobscot Cty. HMFA</u>		<u>Unheated</u>		<u>Heated</u>	
Bedrooms		Weekly	Monthly	Weekly	Monthly
0		137	587	160	688
1		137	587	160	688
2		171	735	211	909
3		217	932	266	1,145
4		227	975	288	1,238
<u>Portland HMFA</u>		<u>Unheated</u>		<u>Heated</u>	
Bedrooms		Weekly	Monthly	Weekly	Monthly
0		238	1,025	262	1,126
1		253	1,089	284	1,222
2		331	1,422	371	1,596
3		438	1,883	487	2,096
4		532	2,288	593	2,551
<u>Sagadahoc Cty. HMFA</u>		<u>Unheated</u>		<u>Heated</u>	
Bedrooms		Weekly	Monthly	Weekly	Monthly
0		135	667	179	768
1		172	738	203	871
2		197	849	238	1,023
3		268	1,152	317	1,365
4		308	1,325	369	1,588
<u>York Cty. HMFA</u>		<u>Unheated</u>		<u>Heated</u>	
Bedrooms		Weekly	Monthly	Weekly	Monthly
0		178 ↑4 <sup>W</sup>	764 ↑16 <sup>W</sup>	201 ↑4	865 ↑20 <sup>W</sup>
1		183 ↑4 <sup>W</sup>	785 ↑16 <sup>W</sup>	213 ↑4	918 ↑21 <sup>W</sup>
2		225 ↑5 <sup>W</sup>	966 ↑20 <sup>W</sup>	265 ↑6	1,140 ↑28 <sup>W</sup>
3		289 ↑4 <sup>W</sup>	1,242 ↑17 <sup>W</sup>	338 ↑5	1,455 ↑21 <sup>W</sup>
4		315 ↑7 <sup>W</sup>	1,354 ↑20 <sup>W</sup>	376 ↑8	1,617 ↑34 <sup>W</sup>
<u>York/Kittery/S. Berwick HMFA</u>		<u>Unheated</u>		<u>Heated</u>	
Bedrooms		Weekly	Monthly	Weekly	Monthly
0		228	982	252	1,083
1		228	982	257	1,103
2		301	1,293	341	1,467
3		379	1,629	428	1,842
4		543	2,333	604	2,596

changes from last year to this year

## 2020-2021 GA MAXIMUMS SUMMARY SHEET

Note: The overall maximums found in *Appendices A, B, C, D, E, and F* are effective from **October 1, 2020 to September 30, 2021.**

### APPENDIX A - OVERALL MAXIMUMS

<u>County</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
<div style="position: relative; height: 100%;"> <span style="position: absolute; top: 0; left: 0; right: 0; bottom: 0; border: 1px solid black; transform: rotate(-45deg); transform-origin: center;"></span> </div>						

**NOTE:** For each additional person add \$75 per month.

(The applicable figures from Appendix A, *once adopted*, should be inserted here.)

### APPENDIX B - FOOD MAXIMUMS

<u>Number in Household</u>	<u>Weekly Maximum</u>	<u>Monthly Maximum</u>
1	\$ 47.44	\$ 204
2	86.98	374
3	124.42	535
4	158.14	680
5	187.67	807
6	225.35	969
7	249.07	1,071
8	284.65	1,224

**NOTE:** For each additional person add \$153 per month.

### APPENDIX C - HOUSING MAXIMUMS

<u>Number of Bedrooms</u>	<u>Unheated</u>		<u>Heated</u>	
	<u>Weekly</u>	<u>Monthly</u>	<u>Weekly</u>	<u>Monthly</u>
0	\$ 178. <sup>00</sup>	\$ 764. <sup>00</sup>	\$ 201. <sup>00</sup>	\$ 865. <sup>00</sup>
1	183. <sup>00</sup>	785. <sup>00</sup>	213. <sup>00</sup>	918. <sup>00</sup>
2	225. <sup>00</sup>	966. <sup>00</sup>	265. <sup>00</sup>	1140. <sup>00</sup>
3	289. <sup>00</sup>	1242. <sup>00</sup>	338. <sup>00</sup>	1455. <sup>00</sup>
4	315. <sup>00</sup>	1354. <sup>00</sup>	376. <sup>00</sup>	1617. <sup>00</sup>

(The applicable figures from Appendix C, *once adopted*, should be inserted here.)

**FOR MUNICIPAL USE ONLY**

## APPENDIX D - UTILITIES

### ELECTRIC

**NOTE:** For an electrically heated dwelling also see "Heating Fuel" maximums below. But remember, an applicant is *not automatically* entitled to the "maximums" established—applicants must demonstrate need.

1) **Electricity Maximums for Households Without Electric Hot Water:** The maximum amounts allowed for utilities, for lights, cooking and other electric uses *excluding* electric hot water and heat:

<u>Number in Household</u>	<u>Weekly</u>	<u>Monthly</u>
1	\$14.00	\$60.00
2	\$15.70	\$67.50
3	\$17.45	\$75.00
4	\$19.90	\$86.00
5	\$23.10	\$99.00
6	\$25.00	\$107.00

**NOTE:** For each additional person add \$7.50 per month.

2) **Electricity Maximums for Households With Electrically Heated Hot Water:** The maximum amounts allowed for utilities, hot water, for lights, cooking and other electric uses *excluding* heat:

<u>Number in Household</u>	<u>Weekly</u>	<u>Monthly</u>
1	\$20.65	\$89.00
2	\$23.75	\$102.00
3	\$27.70	\$119.00
4	\$32.25	\$139.00
5	\$38.75	\$167.00
6	\$41.00	\$176.00

**NOTE:** For each additional person add \$10.00 per month.

**NOTE:** For electrically heated households, the maximum amount allowed for electrical utilities per month shall be the sum of the appropriate maximum amount under this subsection and the appropriate maximum for heating fuel as provided below.

## APPENDIX E - HEATING FUEL

<u>Month</u>	<u>Gallons</u>	<u>Month</u>	<u>Gallons</u>
September	50	January	225
October	100	February	225
November	200	March	125
December	200	April	125
		May	50

**FOR MUNICIPAL USE ONLY**



**NOTE:** When the dwelling unit is heated electrically, the maximum amount allowed for heating purposes will be calculated by multiplying the number of gallons of fuel allowed for that month by the current price per gallon. When fuels such as wood, coal and/or natural gas are used for heating purposes, they will be budgeted at actual rates, if they are reasonable. No eligible applicant shall be considered to need more than 7 tons of coal per year, 8 cords of wood per year, 126,000 cubic feet of natural gas per year, or 1000 gallons of propane.

## **APPENDIX F - PERSONAL CARE & HOUSEHOLD SUPPLIES**

<b><u>Number in Household</u></b>	<b><u>Weekly Amount</u></b>	<b><u>Monthly Amount</u></b>
1-2	\$10.50	\$45.00
3-4	\$11.60	\$50.00
5-6	\$12.80	\$55.00
7-8	\$14.00	\$60.00

**NOTE:** For each additional person add \$1.25 per week or \$5.00 per month.

## **SUPPLEMENT FOR HOUSEHOLDS WITH CHILDREN UNDER 5**

When an applicant can verify expenditures for the following items, a special supplement will be budgeted as necessary for households with children under 5 years of age for items such as cloth or disposable diapers, laundry powder, oil, shampoo, and ointment up to the following amounts:

<b><u>Number of Children</u></b>	<b><u>Weekly Amount</u></b>	<b><u>Monthly Amount</u></b>
1	\$12.80	\$55.00
2	\$17.40	\$75.00
3	\$23.30	\$100.00
4	\$27.90	\$120.00

***FOR MUNICIPAL USE ONLY***

## **Appendix G**

**Effective: 10/01/20-9/30/21**

### **2020-2021 Mileage Rate**

This municipality adopts the State of Maine travel expense reimbursement rate as set by the Office of the State Controller. The current rate for approved employment and necessary medical travel etc. is 45 cents (45¢) per mile.

Please refer to the Office of State Controller for changes to this rate:  
Telephone: 626-8420 or visit: <http://www.state.me.us/osc/>

## **Funeral Maximums**

### **Burial Maximums**

The maximum amount of general assistance granted for the purpose of burial is **\$1,475**. The municipality's obligation to provide funds for burial purposes is limited to a reasonable calculation of the funeral director's direct costs, not to exceed the maximum amounts of assistance described in this section. Allowable burial expenses are limited to:

- removal of the body from a local residence or institution
- a secured death certificate or obituary
- embalming
- a minimum casket
- a reasonable cost for necessary transportation
- other reasonable and necessary specified direct costs, as itemized by the funeral director and approved by the municipal administrator.

Additional costs may be allowed by the GA administrator, where there is an actual cost, for:

- the wholesale cost of a cement liner if the cemetery by-laws require one;
- the opening and closing of the grave site; and
- a lot in the least expensive section of the cemetery. If the municipality is able to provide a cemetery lot in a municipally owned cemetery or in a cemetery under municipal control, the cost of the cemetery lot in any other cemetery will not be paid by the municipality.

### **Cremation Maximums**

The maximum amount of assistance granted for a cremation shall be **\$1,025**.

The municipality's obligation to provide funds for cremation purposes is limited to a reasonable calculation of the funeral director's direct costs, not to exceed the maximum amounts of assistance described in this section. Allowable cremation expenses are limited to:

- removal and transportation of the body from a local residence or institution
- professional fees
- crematorium fees
- a secured death certificate or obituary

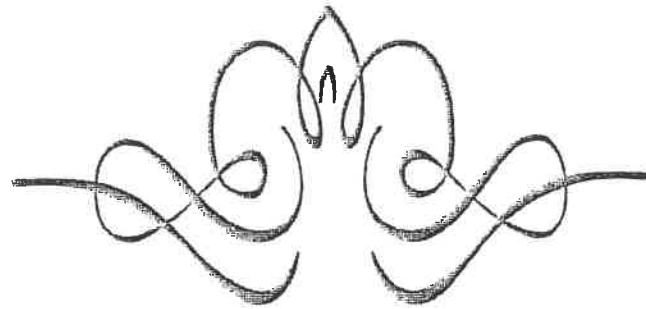
## **Appendix H**

**Effective: 10/01/20-9/30/21**

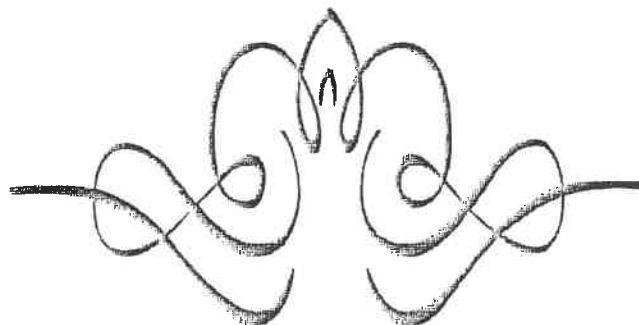
- other reasonable and necessary specified direct costs, as itemized by the funeral director and approved by the municipal administrator.

Additional costs may be allowed by the GA administrator where there is an actual cost, for:

- a cremation lot in the least expensive section of the cemetery
- a reasonable cost for a burial urn not to exceed \$55
- transportation costs borne by the funeral director at a reasonable rate per mile for transporting the remains to and from the cremation facility.



# Agenda Item Divider



## Item 6

### Memorandum

To: Board of Selectmen

Fr: Laurie Smith, Town Manager

Re: GRBAC Recommendation for stop sign at intersection of Dyke Road & King's Highway

Dt: September 21, 2020

The Goose Rocks Beach Advisory Committee (GRBAC) met on Monday, August 30<sup>th</sup> and took action to recommend to the Board of Selectmen to implement a two or three way stop at the intersection of King's Highway and Dyke Road. Currently the three way intersection has one stop sign located along the west end entrance to King's Highway. Please see the attached photo.

The GRBAC received feedback that the intersection is dangerous and that the public preference is a 3 way stop to improve safety. I met on site with the Chief of Police, the Director and Deputy Director of Public Works and two members of the GRBAC (Richard Driver and Mike Weston). The Police Department reported that there have been no reported accidents at the intersection.

One challenge noted at on site meeting was the placement of the stop signs. Currently the only stop sign at the intersection (west end of King's Highway) is located further into the intersection to allow drivers to see vehicles on both sides. If a stop sign was placed on Dyke Road it would require the removal of three parking spaces in order to allow for visibility. One of the parking spaces is van handicapped spot. It would be very difficult to replace those three spaces. Another challenge would be the placement of the stop sign on east end of King's Highway. It would be installed on the back side of sidewalk.

One benefit noted was that a stop sign on the east end of King's Highway would given drivers an opportunity to evaluate pedestrians in the crosswalk before turning right onto Dyke Road.

Some members at the onsite meeting thought the intersection was adequate as it was. Other voices at the onsite meeting said that a stop sign on the east end of King's Highway would allow for a two way stop and improve safety.

If the Board is so inclined to move forward with a stop sign installation they would need to amend the traffic control ordinance and hold a public hearing.







# Agenda Item Divider



# Item 7



## TOWN OF KENNEBUNKPORT, MAINE

~INCORPORATED 1653~

MAINE'S FINEST RESORT

### Memorandum

To: Laurie Smith, Town Manager  
From: Michael Claus, Kennebunkport Public Works Director  
Re: Village Parcel Improvements  
Date: September 18, 2020

The Public Works Department has worked with Steve Doe of Sebago Technics to develop a temporary trail network for the Village Parcel until future development plans are implemented. A 10-car gravel parking lot will be built at the North Street entrance to the Village Parcel. The deadwood within 100 feet of each side of the existing access road will be cleared with logging equipment. Public works will use our existing stockpile of screened millings (from Mills Road and Ocean Avenue projects) to base in the parking lot and grade out the access road. The access road will be improved with screened millings as required for safe trail use. Public Works will work with Beauleau Logging to construct the trail that Steve Doe has flagged for initial construction. Chris Simeoni and I have walked the flagged trail and made a gps record of the trail for construction.

The new trail will be approximated ½ mile long and 4 to 5 ft. wide. The Public Works crew will chainsaw trees that have blown down across the trail and Beauleau Logging will utilize a skidsteer with a forestry mulcher head to traverse the new trail. The forestry mulcher will leave a mulched trail surface for walking. Public Works will utilize our current equipment and manpower to do parking lot construction. A new swinging entrance gate will be constructed at the North Street entrance and gate areas will be cleaned up. Granite and stone from the Public Works stockpile will be used in place of berms to prevent unauthorized vehicle access. I anticipate that this work will be done in the month of October pending Selectmen and Town Manager approval.

Budget Items are as follows:

Access Road Deadwood Removal:	\$ 6,200
Gate Fabrication	\$ 700
Equipment Rental	\$ 2,500
Entrance, Parking and Trail Signage	\$ 1,500
Steve Doe Trail Consulting	\$ 700
Contingency	\$ 1,000
 Total Budget	 \$12,600



# LEGEND

	Potential Trail Location
	Potential Wetland Crossing
	Existing Tree Canopy
	Approximate Beginning/Ending Location
	Wetland
	Stream Setback
	Designated Wetland Buffer
	Camp Ground
	Vertical Pool
	Property Line
	Clearing
	Potential Development Area
	Potential Conservation Area

## FLAGGED TRAIL FOR INITIAL CONSTRUCTION

### Village Parcel Trailhead Parking

50 ft x 60 ft gravel parking area for 10 vehicles within existing gravel area. Area to be scraped and additional gravel placed for surface of parking and roadbed.

Gate across roadbed to be maintained or improved to a metal gate. Boulders to be placed to control access to trails.

Debris pile to be removed.

Trailhead sign to be placed.

Grass along North Street to be maintained as low lawn area. Remaining area to be maintained as low meadow to aid in buffering parking area.

Wetland Wood

## VILLAGE PARCEL TRAILHEAD IMPROVEMENT PLAN

SEPTEMBER 3, 2020

PLAN PREPARED BY SEBAGO TECHNICS, INC.

A possible future parking area can be provided along side of roadbed.

### Village Parcel School Street Trailhead.

Sign to provide map of parcel and trail.

Access by bicycle and foot traffic only.

Sign to direct cars to North Street parking area.

Area to be gated similar to North Street Trailhead

Existing roadbed to be improved for trail. Blowdowns to be removed within 100 feet of centerline of roadbed.

Existing cleared areas to be maintained as meadows.

These locations are primarily exposed bedrock with primarily scrub/shrub growth. Regrowth of native species to allow to re-establish naturally. No maintenance anticipated in area.

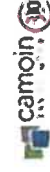
Existing cleared areas allowed to regrow to woodlands.

These locations are currently vegetated and have started to revert back to woodlands with native species. Regrowth of native species to allow to re-establish naturally. No maintenance anticipated in area.

Open Space Trails  
Concept Plan  
KENNEBUNKPORT  
VILLAGE  
TOMORROW

MITCHELL ASSOCIATES

PRINCIPLE





Beaulieu Logging LLC  
594 Alfred St  
Biddeford ME 04005

P: (207) 284-4833  
F: (207) 284-4833  
Jason Beaulieu 207-590-7621  
Michel Beaulieu, Owner

**Town of Kennebunkport**

**North Street Project**

**Attn. Mike Clause,**

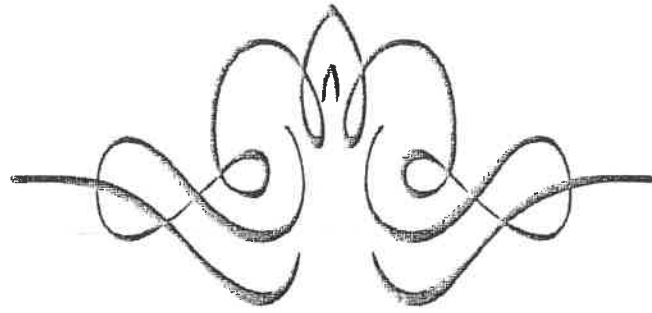
To clean up the sides of the existing subdivision, we would be at a cost of \$6200.00 to clean up the blow down along this unfinished subdivision roadway. We would remove and chip trees within 100' of the roadway and also in a few areas we would grab a big tree beyond that 100' if it were an eye sore or liability.

**Equipment needed:**

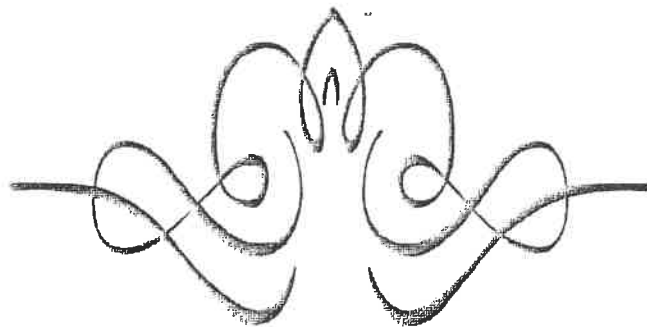
- 1- Feller buncher
- 2- 800HP track chipper
- 3- Cat 299 track skidsteer

Thank you again for letting us quote this project for you,

Jason Beaulieu



# Agenda Item Divider





## Item 8



# TOWN OF KENNEBUNKPORT, MAINE

~ INCORPORATED 1653 ~

MAINE'S FINEST RESORT

## Memorandum

To: Laurie Smith, Town Manager  
From: Michael Claus, Kennebunkport Public Works Director  
Re: Recycling Collection and Materials Processing Contracts  
Date: September 18, 2020

The Town of Kennebunkport has received a revised Solid Waste contract from Pine Tree Waste (Casella) that includes every other week recycling collection delivered to ecomaine in Portland starting January 12, 2021 through the end of the contract on August 24, 2024. We have also received a recycling materials handling agreement from ecomaine to accept our recycling material at their Portland facility.

Pine Tree Waste's cost for every other week recycling collection is \$66,026 for the remainder of the 2021 contract year (ending August 31, 2021) is \$66,026. Recycling collection work done in July and August 2021 will be paid out of FY 2022 funds. The cost of curbside recycling collection in FY 2021 will be \$50,490. Pine Tree Waste included hauling costs for recycling containers in Dock Square or Cape Porpoise Square in case the Town decided to resume that service in the future.

Ecomaine's recycling materials processing contract has a cost for recycling of \$95 per ton. The contract includes a sliding scale charge for contaminated recycling loads on a per ton basis. At the end of their fiscal year ecomaine will assess the net profit or loss that ecomaine receives for the sale of recycling materials. A credit or charge will be issued to the Town based on the average per ton value of the Recyclable Materials delivered by the Town. The value of the credit/expense will be 80% of the blended revenue/expense on a per-ton basis.

The ecomaine contract requires that all recycling material under the Town's control be delivered to ecomaine. There is a benchmark 15% recycling rate that the Town is required to meet in the contract. The 15% benchmark is being used because the Town did not scale our recycling materials prior to processing by Oceanside Rubbish under our previous "net zero for recycling processing" Solid Waste Contract. Oceanside was tipping their recycling trucks at the Wells Transfer Station and hauling material from multiple towns to a recycling processing center with trailer-dump trucks.

Kennebunkport Public Works and the Recycling Committee are working to establish a successful and cost-effective recycling program. To implement that goal, I recommend that the Board of Selectmen authorize the Town Manager to sign the Recycling Agreements with Pine Tree Waste and ecomaine.

**AGREEMENT BETWEEN THE TOWN OF KENNEBUNKPORT MAINE  
AND PINE TREE WASTE, INC.  
FOR WASTE AND RECYCLING COLLECTION AND HAULING SERVICES**

This Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2020, between the Town of Kennebunkport, organized under the laws of the State of Maine, (hereinafter referred to as the "Town"), and Pine Tree Waste, Inc., a corporation organized under the laws of the State of Maine (hereinafter referred to as the "Contractor"). This contract shall supersede the current agreement dated November 5, 2019.

WHEREAS, the Town desires to hire the Contractor to provide curbside residential collection, transportation and disposal/processing of Municipal Solid Waste ("MSW") and Recycling as detailed in this document.

NOW THEREFORE, in consideration contained herein, the Town and the Contractor hereby agree as follows:

1. SCOPE OF WORK. Contractor shall furnish the materials, supplies, equipment, vehicles, facilities and labor required to provide all waste and recycling collection and hauling services, provided that recycling collection shall not commence until January 12, 2021.

2. TERM, AGREEMENT SUBJECT TO ANNUAL APPROPRIATION; EXTENSION OF TERM. The term of this Agreement shall be for a period of five (5) years commencing September 1, 2019 and ending August 30, 2024 or other such date as the parties may agree to in writing. Each year of this Agreement is subject to the appropriation by Town vote of the funds required for payment hereunder. In the event that the Town vote fails to authorize such funding during any year of this Agreement, the Agreement shall terminate and become null and void at the end of the last year for which funding has been authorized, and neither party shall have any continuing rights under this Agreement.

The term of this Agreement may be renewed for an additional five (5) years by mutual Agreement of the parties. If the Town, in its sole discretion, elects to extend this Agreement at the end of the five-year term, the Town shall notify the Contractor no less than thirty (30) days prior to the termination date of the Agreement.

3. AGREEMENT PRICE: Payment shall be made in the amounts set forth below for each year of this Agreement (the "Agreement Price"). It is understood and agreed between the parties that the amounts paid for weekly municipal solid waste collection and biweekly recycling collection shall be as provided in the payment table. Payment year is understood to begin on September 1 and end on August 30 of the following calendar year except as otherwise provided.

Payment Year	Curbside MSW Collection (weekly), Town MSW Dumpster Containers, Town Public Barrels, and GRB Saturday Contract Pricing	Dock Square/Bradbury
Sept 1, 2019-Aug 31, 2020	\$197,500	\$240/haul
Sept 1, 2020- Aug 31, 2021	\$201,450	\$245/haul
Sept 1, 2021-Aug 31, 2022	\$205,479	\$250/haul
Sept 1, 2022-Aug 31, 2023	\$209,589	\$255/haul
Sept 1, 2023-Aug 31, 2024	\$213,781	\$260/haul

Payment Year	Curbside Recycling Collection (every other week)
Jan 12, 2021-Aug 31, 2021	\$66,026.00 (17 collection weeks)
Sept 1, 2021 – Aug 31, 2022	\$103,000.00
Sept 1, 2022- Aug 31, 2023	\$105,060.00
Sept 1, 2023-Aug 31, 2024	\$107,161.20

The Agreement Price covers curbside collection and is exclusive of waste disposal and recycling processing costs. Waste disposal and recycling processing costs are paid directly by the Town to the disposal and recycling facility.

4. **FUEL ADJUSTMENT.** Town and Contractor agree to institute a fuel adjustment that will be effective when the cost of diesel fuel exceeds \$4.00 per gallon. Contractor will provide documentation of the cost of fuel adjustment with each invoice, as required by Town.

5. **PAYMENT.** Contractor shall send an invoice to the Town within fifteen (15) days after the last day of the month for which the invoice is due. The amount of each monthly invoice shall be one-twelfth (1/12) of the total Agreement Price for that year. The Town shall remit payment within thirty (30) days of its receipt of the invoice.

6. **BONDS.** Contractor shall furnish to the Town, upon execution of this Agreement, a Performance Bond that makes available to the Town the full amount of the Contract Price. The Performance Bond shall be in the amount of one hundred (100%) percent of the Contract Price and shall be renewed annually.

7. **INDEMNIFICATION.** Contractor shall defend, indemnify and hold harmless the Town, and its officers, employees and agents from and against all claims, damages, losses and expenses (including attorney's fees and costs) arising out of or resulting from the performance of the work required under this Agreement, provided that any such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (including the loss of use resulting therefrom), and is caused in whole or in part by any intentional or negligent act or omission of Contractor, or anyone directly or indirectly employed by it, or anyone for whose acts it may be liable, regardless of whether or not such claim, damage,

loss or expense is caused in part by a party indemnified under this paragraph. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this paragraph.

8. INSURANCE. Contractor shall obtain and maintain throughout the term of this Agreement, at the Contractor's sole cost and expense, insurance in types and amounts sufficient to protect itself and the Town against risks associated with this Agreement and no less than the insurance coverages set forth below. The Contractor further agrees to provide a certificate of insurance from the Contractor's insurance carrier, which shall specify the name and address of the insured, insurance carrier, the policy number and effective dates. Said required coverage shall not be canceled or modified nor shall there be any changes in the insurance carrier without thirty (30) days prior written notice given to the Town. If there is such an approved change, the Contractor shall provide a new certificate of insurance as required above.

All policies of insurance shall be written such that the Town will receive written notification of cancellation or amendments. A certificate of insurance from the Contractor's insurance carrier, showing at least the coverage limits of liability specified below and expiration date shall be filed with the Town before waste collection operations may begin.

- A. Workers Compensation Insurance: For the duration of the Agreement, the Contractor shall purchase and maintain Workers Compensation insurance for all employees employed in the course of performing services under the Agreement as awarded pursuant to these specifications set forth herein and as required by the laws of Maine.
- B. Except as otherwise stated, the amounts of such insurance shall be for each policy not less than:
  - (a) Automotive Liability Insurance: The Contractor shall purchase and maintain automotive liability insurance providing minimum liability coverage in the amount of One Million Thousand Dollars (\$1,000,000).
  - (b) Liability Insurance: The Contractor shall purchase and maintain liability for bodily injury, including accidental death in the amount of One Million Dollars (\$1,000,000) for any one person and One Million Dollars (\$1,000,000) on account for one occurrence and an aggregate limit of Three Million Dollars (\$3,000,000).
  - (c) Umbrella policy: The Contractor shall purchase and maintain an umbrella policy which includes pollution liability in the amount of Five Million Dollars (\$5,000,000) covering the underlying policies.
  - (d) The Town of Kennebunkport and its officers and employees shall be named as additional insured.

All policies shall be written so that the Town will be notified of cancellation or restrictive amendment at least thirty (30) days prior to effective date of such cancellation or amendment. A certificate from the Contractor's insurance carrier showing at least the coverage and limits of liability specified above and expiration date shall be filed with the Town before operations are begun.

9. VEHICLES. All vehicles utilized by Contractor in the performance of services under this Agreement shall be licensed in the State of Maine and shall be operated by drivers with the required licenses. Vehicles and other equipment shall be kept in good repair and in a sanitary condition. Each vehicle shall contain Contractor's name and telephone number, as well as a unique identifying number located on both front doors of the vehicle. Each vehicle involved in curbside pickup operations shall have appropriate equipment for the cleanup of waste that may be spilled or scattered during the process of collections. Each vehicle shall be secured in such a manner as to prevent littering or leaking of fluids. Each vehicle utilized in the Town for provision of services under this Agreement shall be equipped with a two-way communication radio with the frequency of the Town's communications center and Department of Public Works.

10. PERMITS AND LICENSES. Contractor shall be responsible for the cost, acquisition and maintenance of all permits and licenses necessary for the performance of work under this Agreement.

11. MUNICIPAL SOLID WASTE AND RECYCLING. Contractor shall provide the following collection services for all municipal solid waste.

- A. Municipal Solid Waste (MSW) collection: Contractor shall provide weekly, door-to-door pickup of residential MSW on all public and eligible private roads, as further described in Section 12 of this Agreement.
- B. Public barrels: Contractor shall provide MSW pickup only (no recycling pickup) and service of approximately thirty-five (35) public barrels seven (7) days per week from May 15 to October 15, and twice per week, on each Monday and Friday from October 16 to December 20 of each contract year. Contractor shall develop a per-unit cost for the pickup of such public barrels, and the Town may elect to add additional barrels to the pickup schedule at the additional per unit cost or to delete some barrels and receive a credit at the per unit cost.

Contractor shall ensure that public barrels are left in appropriate locations and shall notify the Town when a public barrel is missing or otherwise requires replacement. Contractor shall also provide rental of and collection service for dumpsters for municipal solid waste, all in accordance with the Town's specifications and Contractor's agreement. Collection of cardboard at Bradbury's Market and at DockSquare shall occur on an on-call basis.

- C. Recycling Collection: Contractor shall provide every other week door to door pickup of residential recycling on all public and eligible private roads, as further

described in this Agreement. The Town (or the resident if the Town so requires) shall provide recycling containers having a maximum filled weight of no more than 40 pounds.

In providing services under this Agreement, Contractor shall be responsible for keeping areas around collection points free from litter. Contractor shall handle privately-owned waste and recycling containers in an appropriate manner and shall leave empty containers in a neat condition by the side of the right-of-way, but outside of the traveled way

12. ROUTES AND COLLECTION SCHEDULES. Contractor shall provide services to all public streets located in the Town and to those private streets with four (4) or more houses on them and to private roads with fewer than four (4) houses where the Town has provided curbside pickup in the past. Where Contractor determines that the condition of a private street is not adequate for its vehicles to safely deliver services, Contractor shall so notify the Town in writing and may ask for written permission to discontinue service along such street. In such case, Contractor shall provide services to the residents of the private street if such residents transport materials for pickup to the nearest intersection of a private street and a street receiving pickup service.

Contractor shall provide the Town with a map of its collection routes and a schedule for pickups on those routes. The Town must approve such map and schedule. The Town may require changes to routes or schedules, with prior notice to Contractor. Contractor may change the routes or schedules only after notice to and approval by the Town. Unless otherwise approved by the Town, hours of collection shall start no earlier than 6:30 a.m. and shall be completed no later than 6:00 p.m. Normal pickup days shall be Monday through Friday. Collection in the Goose Rocks area shall occur on Fridays from the Friday immediately following Labor Day to the Friday before Memorial Day, each year of this contract. Collection in the Goose Rocks area shall occur on Saturdays, beginning on the Saturday immediately following Memorial Day to the Saturday of Labor Day Weekend. The cost for service shall be in accordance with Section 3.

In the event that a regularly scheduled collection is missed, except as set forth below, and a complaint is received by either the Town or Contractor and it is determined that the missed pickup was not the result of the customer's failure to place materials curbside at the appropriate time, Contractor shall collect such materials within twenty-four (24) hours of Contractor's receipt of the complaint of the missed collection. The Town shall notify Contractor within three hours (when possible) of any complaint received by it of a missed collection.

The above paragraph shall not apply to holidays established as non-collection days or in the event of a serious storm during which the Town suspends collection services. Non-collection holidays are: New Year's Day, July 4<sup>th</sup>, Thanksgiving Day and Christmas Day. Contractor may observe any or all of the following holidays as non-collection days, provided that Contractor notifies the Town of such dates at the commencement of each year under this Agreement: Martin Luther King, Jr. Day, Washington's Birthday, Patriot's Day, Memorial Day, Labor Day, Columbus Day, and Veterans Day. Where collection services are not provided due to a holiday or a storm as provide herein, Contractor shall provide the collection services missed on such a



day on another day of the same week. Contractor may seek an extension of the hours of collection if necessary, for such days.

Contractor shall not collect any waste that does not comply with the requirements of the Town's Solid Waste ordinance as may be amended from time to time.

13. CUSTOMER SERVICE. It is recognized and agreed to by the Town and Contractor that customer service is an integral part of this Agreement and that both parties are committed to providing a level of service that reflects the standards established by the Town. Contractor shall establish and maintain a log system for tracking complaints, problems or concerns from recipients of service under this Agreement. Said log system shall include, at a minimum, the time and date of each complaint, the name, address and telephone number of the complainant, and an explanation of how the complaint was resolved. Said log system shall be approved by the Town prior to the commencement of work under this Agreement. In the event that the Town receives a complaint concerning performance of services under this Agreement, the Town shall promptly forward such complaint to Contractor, who shall notify the Town of the resolution of the complaint within two (2) business days of the date of the first notification to Contractor of the complaint. Copies of the log shall be provided to the Town when requested by the Town, but in no event less frequently than once a month.

14. PERSONNEL. Contractor shall provide adequate personnel to perform the services required by this Agreement. Those personnel performing such services shall wear uniforms that are clearly marked with Contractor's name. Such uniforms shall be as clean and neat as possible under the circumstances. Personnel shall be courteous, shall work as quietly as circumstances permit, shall not use profane or loud language, and shall not play loud music. Personnel shall wear shirts at all times when performing services under this Agreement.

In the event that the Town communicates to Contractor a complaint about any person performing services for Contractor under the terms of this Agreement concerning that person's failure to comply with any term of this Agreement or for acting in a negligent or wanton manner, the Town may suggest corrective action to Contractor, which such suggestion shall not be binding upon Contractor. In the event that the Town files two or more complaints against the same person, the Town shall have the right to require that such person shall not continue to provide services under this Agreement.

In the hiring of personnel to perform collection services under this Agreement, Contractor agrees to give preference, where all other things are equal, to residents of the State of Maine.

15. BOOKS, RECORDS AND REPORTS. Contractor shall maintain adequate records of services provided under this Agreement, as well as all complaints received. Contractor shall provide monthly and annual reports on the number of customers served, the total amounts of municipal solid waste materials and recycling collected and all information contained in the complaint log required by this Agreement. Contractor shall provide in the reports any other information requested by the Town. The Town shall have the right to inspect the books and records relating to services provided under this Agreement, with one day's oral or written notice to Contractor.

16. PUBLIC RELATIONS. Contractor shall work with the Town to develop and disseminate any public relations materials determined by the Town to be necessary, including but not limited to information concerning the collection routes and times or changes thereto. Contractor shall develop and submit to the Town for approval a system of written notices to customers who have left unacceptable waste for removal, including any hazardous waste, with the reason why such waste will not be collected. Contractor and its employees shall notify appropriate authorities when any suspected criminal activity or injury to a person or property becomes known during the provision of services under this Agreement. Any assistance provided shall be subject to the immunity provisions of 14 M.R.S.A. § 164.

17. RANDOM INSPECTIONS. The Town shall have the right to conduct random inspections of vehicles carrying solid waste and recycling collected in the Town under the terms of this Agreement, without prior notice to Contractor, for the purpose of determining compliance with the requirements of this Agreement, the Town of Kennebunkport Solid Waste Ordinance and the Town of Kennebunkport Rules and Regulations for Solid Waste.

18. DISPOSAL FACILITIES. All Acceptable Waste, as that term is defined in the Solid Waste Ordinance, shall be transported to a duly permitted disposal facility in the State of Maine or to an alternate disposal facility as may otherwise be determined by rules and regulations adopted from time to time by the Town of Kennebunkport Board of Selectmen. Contractor agrees to comply with the hauler regulations adopted from time to time by the disposal facility with respect to delivery of waste to the disposal facility, including any regulation prohibiting delivery of Unacceptable Waste, as that term is defined in the Solid Waste Ordinance. All Recycling shall be transported to Eco Maine or an alternative facility designated by the Town. The disposal and recycling facility shall each direct bill the Town for all disposal and processing fees and for the management of any materials deemed unacceptable and rejected by the disposal and/or processing facility ("Unacceptable Materials").

19. SERVICE COMMUNICATIONS. The Contractor shall establish and maintain effective procedures to receive and provide prompt responses to service complaints or any communications from the Town. Such procedures and any changes therein shall be subject to the prior review and approval of the Town. The Contractor will resolve all such complaints within twenty-four (24) hours of receipt of the complaint. The Contractor shall provide a telephone number to the Town and to customers and shall accept complaints at that number from 8:00 a.m. – 4:30 p.m. on Monday through Friday. The Town shall set meetings with the Contractor at the discretion of the Town, but in no event less often than two (2) times per year, to ensure that service continues to comply with all requirements of this Agreement.

The Town shall have the authority to determine whether the services provided under this Agreement provide an appropriate level of service and customer satisfaction and whether such services are in compliance with the terms of this Agreement. The Town may utilize whatever methods it deems appropriate for this determination, including but not limited to customer surveys or reviews of service complaints.

In the event of a failure by Contractor to complete the collection program for a particular day's route, except for severe weather conditions as determined by the Town or a holiday as set forth in Section 12 of this Agreement, the Town may employ the services of others to complete the day's route or until such a time as the problem resulting in a failure to complete scheduled pickups has been resolved to the satisfaction of the Town, and the expense so incurred by the Town shall be deducted from the next payment to Contractor. No penalty shall occur for failure to pickup during a serious storm or a holiday as set forth in Section 12 of this Agreement.

20. ASSIGNMENT. Neither party to the Agreement shall assign the Agreement without the written consent of the other. Contractor shall not assign any monies due or to become due to it hereunder without the previous written consent of the Town. Contractor also shall not subcontract any services required under this Agreement, shall not merge with or be sold to any other corporation, partnership, sole proprietorship, or person without the prior written approval of the Town.

21. DISPUTES. Except as otherwise agreed by the parties in writing, all disputes, claims, counterclaims and other matters in question between Contractor and Town arising out of or relating to this Agreement shall be decided by a Maine court of competent jurisdiction. This Agreement is made and shall be construed under the laws of the State of Maine without regard to its conflict of laws provisions. Except as otherwise expressly agreed by the parties, exclusive venue for any such civil action shall be in Maine.

22. TERMINATION FOR CAUSE. Without prejudice to any other right or remedy, the Town may terminate this Agreement at any time for cause by providing Contractor and its surety with seven (7) days written notice of termination. For purposes of this Agreement, cause includes, but is not limited to, the adjudication of Contractor as a bankrupt, the making of a general assignment by Contractor for the benefit of its creditors; the appointment of a receiver because of Contractor's insolvency; Contractor's persistent or repeated refusal or failure, except for cases in which extension of time is provided, to supply enough properly skilled workers or proper materials, vehicles or equipment to perform the work required under this Agreement; Contractor's persistent failure to meet standards of performance required under the terms of this Agreement; Contractor's failure to comply with federal, state or local statutes, laws, codes, rules, regulations, orders or ordinances. The Town may also terminate this Agreement at any time for cause if Contractor subcontracts any services required under this Agreement without the Town's prior approval. In case of any termination for cause under this paragraph, Contractor shall not be entitled to any further payment under this Agreement from the date of receipt of said notice, except that Contractor shall be paid for all services rendered under this Agreement prior to the date of termination under this section.

23. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS. Contractor shall be responsible for compliance with all applicable local, state and federal laws and regulations, and any applicable amendments thereto.

24. ENTIRE AGREEMENT; AMENDMENTS. This Agreement and its Exhibits represent and contain the entire agreement between the parties. Any amendments to this Agreement shall be in writing and shall be signed by each party hereto.

25. NON-WAIVER. Failure of a party to this Agreement to enforce a provision of this Agreement shall not constitute a waiver of the right to enforce any subsequent breach of that provision or any other provision of the Agreement.

26. NOTICES. All notices required or contemplated by this Agreement shall be personally served or mailed, postage prepaid and return receipt requested, addressed to the parties as follows:

To the Town:                   Town of Kennebunkport  
                                      PO Box 566  
                                      Kennebunkport, Maine 04046  
                                      Attention: Town Manager

To the Contractor:           Pine Tree Waste, Inc.  
                                      87 Pleasant Hill Road  
                                      Scarborough, ME 04074  
                                      Attention: General Manager

With a Copy to:               Casella Waste Systems, Inc.  
                                      25 Greens Hill Lane  
                                      Rutland, VT 05701  
                                      Attention: General Counsel

Or to other such addresses as the parties may designate in writing.

27. INDEPENDENT CONTRACTOR PROVISION. The Contractor is acting as an independent contractor in performing its obligations under this Agreement. Nothing in this Agreement shall be construed to create a relationship of employer/employee or principal/agent between the Town and the Contractor.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first hereinabove written.

PINE TREE WASTE, INC.

TOWN OF KENNEBUNKPORT, MAINE

By: \_\_\_\_\_  
      Brian Oliver  
Title: Vice President

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

[Rev/Cost Share]



RECYCLING SERVICES AGREEMENT

AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2020 by and between **ECO Maine** with a principal place of business located at 64 Blueberry Road, Portland, Maine 04102 (hereinafter, "**ecomaine**"), and the Town of Kennebunkport, located in York County, in the State of Maine (hereinafter, the "Municipality").

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 Municipality; and

WHEREAS, the Municipality generates recyclable materials within its boundaries and provides for a method of collection of those recyclable materials; and

WHEREAS, the Municipality is seeking a cost-effective and environmentally sound manner for the processing of recyclable materials; and

WHEREAS, **ecomaine** is willing to accept and handle Municipality'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 the Municipality 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) "*Contaminant*" means any material, including free flowing liquid, that is not included in **ecomaine's** Program List.
- b) "*Hauler*" means any entity or person that performs solid waste services on behalf of the Municipality, including, without limitation, the delivery of Recyclable Materials to the Facility. "*Hauler*" shall also mean the Municipality when the Municipality delivers Recyclable Materials to the Facility with its own employees or agents.
- c) "*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. §§ 1301 *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 that 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. "Hazardous Waste" shall include, without limitation, medical waste.

- d) "*Processing Fee*" means the per-ton fee paid by the Municipality for the processing of Recyclable Materials by **ecomaine** at the Facility.
- e) "*Program List*" means a list of Recyclable Materials accepted by **ecomaine** for processing at the Facility, as indicated on Attachment A.
- f) "*Recyclable Materials*" means materials that 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 sorted into categories.

## 2. Delivery of Recyclable Materials.

- a) The Municipality agrees to deliver or cause to be delivered to the Facility all Recyclable Materials on the Program List generated within the boundaries of the Municipality and under the Municipality's control, and **ecomaine** agrees to receive and process all such Recyclable Materials through the Single Sort Recycling Program, except as otherwise provided herein.
- b) **ecomaine** shall provide the Municipality with the Program List, which may be revised by **ecomaine** up to twice per year upon 60 days' prior notice to the Municipality.



- 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 Municipality.

3. Collection, Transportation and Handling of Recyclable Materials.

- a) The Municipality 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 Municipality and all responsibility for safe and lawful handling rests with the Municipality.
- c) Upon acceptance of Recyclable Materials by **ecomaine** from the Municipality or its Hauler, all responsibility belongs to **ecomaine**, provided that any Hazardous Waste delivered by the Municipality to the Facility and inadvertently accepted by **ecomaine** shall remain the responsibility of the Municipality.
- d) Delivery of Recyclable Materials shall occur during the hours of operation at the Facility as posted by **ecomaine**.
- e) The Municipality shall use best efforts to ensure that Contaminants are not included with Recyclable Materials. Upon inspection, **ecomaine** may downgrade loads that contain Contaminants. 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 will incur an additional \$15 per ton fee.
  - 11-15% contaminants by volume will incur an additional \$25 per ton fee.
  - 16-20% contaminants by volume will incur an additional \$45 per ton fee.
  - 21-25% contaminants by volume will incur an additional \$55 per ton fee.
  - 26% or higher contaminants by volume will incur a contamination fee in the amount of the current commercial waste disposal gate rate per ton fee for the entire load.
- f) For loads containing any portion of Hazardous Waste, including medical waste, to the extent detected by **ecomaine** prior to tipping, **ecomaine** will immediately reject such loads and the Municipality or its Hauler shall promptly remove such loads from the Facility for disposal at an appropriate facility. For loads containing any portion of Hazardous Waste, including medical waste, to the extent detected by **ecomaine** after tipping, **ecomaine** will segregate such loads and dispose of them at an appropriate facility designated by **ecomaine**. All costs associated with the disposal of Hazardous Waste will be at the sole expense of the Municipality. The Municipality will not receive payment under Section 5 for any load containing a level of contamination greater than 10% or for any load

containing Hazardous Waste. Any contamination fees charged will be in addition to net processing costs.

- g. In the event that no market for Recyclable Materials exists at any point during the term of the Agreement, **ecomaine** may, in its sole discretion, utilize alternative disposal methods for the Recyclable Materials, including without limitation disposal at **ecomaine's** landfill or waste-to-energy facility.

4. Term of Agreement.

- a) This Agreement is effective for three (3) years and eight (8) months, commencing on January 1, 2021, unless sooner terminated under the terms hereof.
- b) 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 or ninety (90) days before the end of any subsequent three (3) year term.
- c) Notwithstanding any other provision of this Agreement, the parties agree that the amounts required to be paid by the Municipality under this Agreement are payable by the Municipality from appropriation by the legislative body (*i.e.*, town meeting) each year. In the event that a sufficient amount to fund this Agreement for any contract year is not appropriated by the Municipality, this Agreement may be terminated by the municipal officers without further obligation of the Municipality. In such event, the municipal officers shall certify to **ecomaine** that sufficient funds have not been made available to the Municipality to meet the obligations of this Agreement, and such certification shall be conclusive upon the parties.

5. Processing Cost and Revenue Share.

- a) The Municipality shall pay **ecomaine** a Processing Fee of \$95.00 per ton of Recyclable Materials delivered by or on behalf of the Municipality to the Facility until June 30, 2021, at which time and annually thereafter, the Processing Fee shall be adjusted by the percentage increase, if any, in the Consumer Price Index for Urban Consumers Northeast Region, Class B (CPI-U, Northeast B) (all items 1982-1984=100) compared to the previous year. Notwithstanding the preceding sentence, no single, annual adjustment will exceed 7% in any one year.
- b) At the end of each **ecomaine** fiscal year during the Agreement, based on the blended revenue earned or costs incurred by **ecomaine** from the marketing of all Recyclable Materials received through its contract Single Sort Recycling Program, a credit or charge will be issued to the Municipality based on the average per ton value of the Recyclable Materials delivered by the Municipality.

The value of the credit/expense shall be 80% of the blended revenue/expense on a per-ton basis.

6. Payment. On a monthly basis during the term of the Agreement, **ecomaine** shall issue an invoice to the Municipality detailing Processing Fees due under Section 5(a), any contamination fees due under Section 3(e), and any other applicable charges due. The Municipality shall pay the invoice amount to **ecomaine** within thirty (30) days of receipt of the invoice. In the event that a credit is due to the Municipality under Section 5(b), **ecomaine** will pay the Municipality within thirty (30) days of the last day of the **ecomaine** fiscal year. In the event that a charge is issued to the Municipality under Section 5(b), the Municipality will pay **ecomaine** within thirty (30) days of the last day of the **ecomaine** fiscal year.

7. Default. Failure of the Municipality to deliver or cause to be delivered to the Facility all Recyclable Materials generated within the boundaries of the Municipality and under its control shall constitute a breach of this Agreement. In event of such breach, the Municipality shall pay **ecomaine** an amount equal to the Processing Fee in effect for the period of breach times the estimated number of tons of Recyclable Materials that were not delivered to the Facility as a result of such breach. **ecomaine** will estimate such number of tons on a monthly basis by:

- a) Calculating the number of tons of Recyclable Materials generated in the Municipality 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 that 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 Municipality and actually delivered to the Facility during each month in which the breach occurs.

In the event that sufficient historical data does not exist to allow calculation of the estimated number of tons of undelivered Recyclable Materials as the result of such breach, **ecomaine** shall estimate that number of undelivered tons in a mutually agreed manner. In the event that the parties cannot agree upon a manner in which to estimate the number of tons of undelivered Recycling Materials, the parties shall assume that the Municipality's recycling rate is fifteen percent (15%) of the Municipality's municipal solid waste (MSW) tonnage.

8. Force Majeure. Neither party shall be liable to the other for its failure to perform hereunder if its performance is prevented or delayed 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, earthquake or epidemic;
- b) Acts of war, civil insurrection or terrorism;

- c) Fire or flood not caused by the party unable to perform;
- d) Strikes or labor disputes involving workforce not employed by the affected party;  
or
- e) 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.

A party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of any such event, (i) provide written notice to the other party of the nature and extent of any such force majeure condition; and (ii) use commercially reasonable efforts to remove any such causes and resume performance under this Agreement as soon as reasonably practicable.

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, CEO/General Manager

With a copy to:

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

If to the Municipality:  
Town Manager  
Laurie Smith  
6 Elm St.  
Kennebunkport, ME 04046

10. Compliance with Laws. Each party shall comply with all federal, state and local laws, regulations, rules, ordinances and orders of any kind that are applicable to that party's performance under this Agreement.

11. Indemnification.

a) To the extent permitted by law, the Municipality shall indemnify, save, and hold harmless **ecomaine** 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 or omissions of authorized agents, officers, contractors or employees of the Municipality; provided, however, that the Municipality 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 **ecomaine** or its authorized agents, officers, contractors or employees.

The parties acknowledge that the Municipality is a political subdivision of the State of Maine to which the Maine Tort Claims Act applies. Therefore, this indemnification requirement shall not apply to any claim for which the Municipality would not be liable under the Maine Tort Claims Act, 14 M.R.S. §§ 8101 *et seq.*, if such claim were made directly against the Municipality, and the Municipality shall continue to enjoy all rights, claims, immunities, and benefits available to it under law.

b) To the extent permitted by law, **ecomaine** shall indemnify, save, and hold harmless the Municipality 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 or omissions of authorized agents, officers, contractors or employees of **ecomaine**; provided, however, that **ecomaine** 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 Municipality or its authorized agents, officers, contractors or employees.

The parties acknowledge that **ecomaine** is a political subdivision of the State of Maine to which the Maine Tort Claims Act applies. Therefore, this indemnification requirement shall not apply to any claim for which **ecomaine** would not be liable under the Maine Tort Claims Act, 14 M.R.S. §§ 8101 *et seq.*, if such claim were made directly against **ecomaine**, and **ecomaine** shall continue to enjoy all rights, claims, immunities, and benefits available to it under law.

c) This section shall survive termination of the Agreement.

12. Assignment. This Agreement, its rights and obligations, is not assignable or transferable by either party, in whole or in part.
13. 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.

14. 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.
15. 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.
17. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, and together shall constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by email (PDF) or facsimile transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes.

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

Witness:

\_\_\_\_\_

Town of Kennebunkport

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

Its: Town Manager

Witness:

\_\_\_\_\_

**ecomaine**

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

Its: CEO/General Manager



# Attachment A

## ecomaine

### Section J – Acceptable Single Stream Recycling List

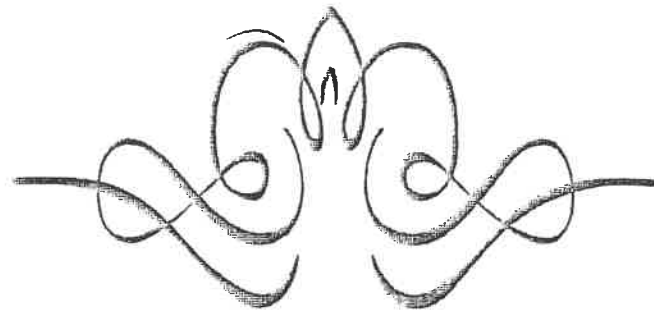
With single stream recycling nothing needs to be sorted or kept separated. Everything is placed in the same container. Items that are currently accepted are:

**YES:** *Paper, Paperboard, Cardboard, Glass, Cans, Aluminum, and #1 Thru #7 Plastic Containers*

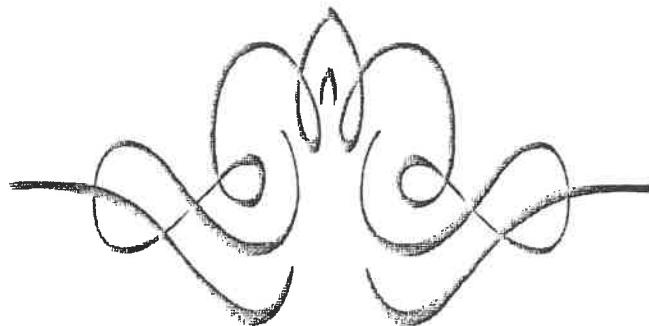
- Old Mail
- Catalogs
- Books (Soft & Hard Cover)
- Magazines
- Office Paper & Envelopes
- Pizza Boxes (Clean)
- Cereal Boxes/Paperboard
- Newspapers & Inserts
- Phone Books
- Paper Bags & Plates (Clean)
- Corrugated Cardboard (Broken down)
- Egg Cartons (Not Styrofoam)
- Milk & Juice Cartons
- Wrapping Paper
- Shredded Paper (Put in clear bags and tied at the top)
- All #1 - #7 Rigid Plastic Containers
  - ✓ Milk Jugs
  - ✓ Water Jugs & Bottles
  - ✓ Detergent Bottles
  - ✓ Bleach Bottles
  - ✓ Empty Oil Containers
  - ✓ Yogurt Cups
  - ✓ Shampoo Bottles
- Metal Cans
- Aluminum Foil, Trays, & Pans
- Aluminum Beverage Cans
- Clear or Colored Glass
- Drink Boxes (Juice, Shelf milk, Broth)
- Aerosol Cans
- Pots & Pans

**All Acceptable Containers Should be Emptied & Rinsed**

**NO:** Garbage; **Plastic Bags of any type** ( including but not limited to: frozen vegetable, bread, newspaper, chips or snacks, sandwich/Ziplock, potato chip, grocery, trash; the exception being shredded paper in clear plastic bags tied off at the top), hypodermic needles or sharp objects; vinyl siding; bubble wrap; food; toys; plastic film/wrap; tarps & boat wrap; diapers; Styrofoam or expanded polystyrene containers, packaging, peanuts or meat trays (even if marked #6); garden hoses; baby pools; CDs/DVDs; porcelain or window glass; paper napkins/towels; waxed paper/boxes; wood/lumber; Propane/Helium/Gas cylinders; large metal parts (car, boat, truck etc.); clothing/shoes; kitty litter; knives; light bulbs (any type, return CFLs to store); Plastic/Tyvek envelopes; Pipes (plastic/metal), free flowing liquid, any item not listed in the YES categories



# Agenda Item Divider



## Item 9

### MEMORANDUM

**To:** Laurie Smith, Town Manager  
**Fr:** Craig Sanford, Chief of Police  
**Re:** Cruiser Purchase  
**Dt:** September 21, 2020

The police department has completed the bid process for the purchase of a new 2021 Dodge Charger. We sent out requests to five dealerships in Maine and New Hampshire and received one bid back.

I am recommending we accept the bid from Lee Dodge/Jeep for a total price of \$24,337.00 which includes a trade in on a used 2010 Ford Explorer of \$5,000.00. The total budgeted amount for purchase and swap over is \$ 31,000.00. This new charger is an all-wheel drive version that will assist in vehicle operation during slippery road conditions.

I expect change over costs to be between \$5,500.00 and \$6,000.00. Should you have any other questions, please contact me.

September 9, 2020

Thank you for the opportunity to submit a bid for a 2021 Dodge Charger Police sedan. Attached is the build sheet along with the selected options. Please note, this pricing does include the Kennebunkport Police Department trading in a 2010 Ford Escape with VIN ending in KC41800.

The approximate order time is 10-12 weeks from date of order. Also, the Front Corner LED's are no longer an option on the 2021 Dodge Charger Police Cruiser.

Please let me know if you have any questions.

Regards,

Dan Mahoney

Lee Auto Mall

200 Main Street

Westbrook, ME 04092

207-887-3142-Direct

[dmahoney@leeautomall.com](mailto:dmahoney@leeautomall.com)



Date/Time: 9/9/2020 12:06:54 PM

Buyer: Craig Sanford  
Address: 101 Main St  
Kennebunkport, ME  
04046

Trade: 2010 Ford Escape (56,237 mi.)

Salesperson: Dan Mahoney

**2021**  
**2020 Dodge Charger 4dr Sdn GT Police Cruiser**

No Photo  
Available



Total Trade Allowance	\$5,000.00
Total Trade Adjustments	0.00
Net Trade Allowance	\$5,000.00

MSRP/Retail	\$40,155.00
Selling Price	\$28,500.00
Trade Allowance	\$5,000.00
Accessories	\$287.00
Proc/Doc Fee	\$549.00
Government Fee	\$1.00
Amount Financed	\$24,337.00

Itemized Accessories MUDFLAPS: \$287

**Ford Escape Adjustments:**

With Approved Credit.

X

Customer Signature

Date

X

Manager Signature

Date

LEE DODGE CHRYSLER JEEP  
200 MAIN STREET  
WESTBROOK, ME 040924733

### Configuration Preview

<b>Date Printed:</b>	2020-09-09 11:44 AM	<b>VIN:</b>	<b>Quantity:</b>	1
<b>Estimated Ship Date:</b>		<b>VON:</b>	<b>Status:</b>	BA - Pending order
			<b>FAN 1:</b>	48944 State of Maine
			<b>FAN 2:</b>	
			<b>Client Code:</b>	
			<b>Bid Number:</b>	TB1070
			<b>PO Number:</b>	

<b>Sold to:</b>	<b>Ship to:</b>
LEE DODGE CHRYSLER JEEP (66404)	LEE DODGE CHRYSLER JEEP (66404)
200 MAIN STREET	200 MAIN STREET
WESTBROOK, ME 040924733	WESTBROOK, ME 040924733

**Vehicle:** 2021 CHARGER POLICE AWD (LDEE48)

	Sales Code	Description	MSRP(USD)
<b>Model:</b>	LDEE48	CHARGER POLICE AWD	37,855
<b>Package:</b>	28A	Customer Preferred Package 28A	0
	ERB	3.6L V6 24V VVT Engine	0
	DFT	8-Spd Auto 850RE Trans (Make)	0
<b>Paint/Seat/Trim:</b>	PX8	Pitch Black Clear Coat	0
	APA	Monotone Paint	0
	*X5	HD Cloth Bucket Seats w/Vinyl Rear	120
	-X9	Black	0
<b>Options:</b>	4DH	Prepaid Holdback	0
	4ES	Delivery Allowance Credit	0
	MAF	Fleet Purchase Incentive	0
	LNF	Black Left Spot Lamp	210
	LNK	LED Spot Lamps	150
	GXQ	Additional Non-Key Alike Fobs	150
	CW6	Deactivate Rear Doors/Windows	75
	W8B	18" Wheel Covers	40
	GUK	Power Heated Mirrors w/Man F/Away	60
	5N6	Easy Order	0
	4FM	Fleet Option Editor	0
	4FT	Fleet Sales Order	0
	132	Zone 32-New York	0
	4EA	Sold Vehicle	0
	4FA	Special Bid-Ineligible For Incentive	0
<b>Non Equipment:</b>			
<b>Bid Number:</b>	TB1070	Government Incentives	0
<b>Discounts:</b>	YGF	8 Additional Gallons of Gas	0
<b>Destination Fees:</b>			1,495
<b>Total Price:</b>			<u>40,155</u>

<b>Order Type:</b>	Fleet	<b>PSP Month/Week:</b>	
<b>Scheduling Priority:</b>	1-Sold Order	<b>Build Priority:</b>	99
<b>Salesperson:</b>			
<b>Customer Name:</b>			
<b>Customer Address:</b>	USA		
<b>Instructions:</b>			

**Note:** This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.