

TOWN OF KENNEBUNKPORT, MAINE

— INCORPORATED 1653 —

**Board of Selectmen Agenda
Village Fire Station- 32 North Street
August 9, 2018 – 6:00 PM**

1. Call to Order.
2. Approve the July 26, 2018, selectmen meeting minutes.
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.).
4. Proposed ordinance changes for the November Town Meeting ballot.
 - a. Victualer's Ordinance
 - b. Telecommunications Ordinance
 - c. Medical Marijuana storefront moratorium
 - d. Waterfront Ordinance amendments
5. Consideration of Special Town Meeting regarding a conditional gift to the Town of Kennebunkport for the benefit of American Legion Post 159.
6. Discuss address renumbering on Kings Highway.
7. Presentation by town interns Lydia Elwell and Kendra O'Roak.
8. Consider memorandum of understanding with State of Maine regarding the establishment of a closed point of dispensary (POD).
9. Consider amendments to Solid Waste Rules and Regulations.
10. Consider purchase of 13 Barnes pumps for the Wastewater Department.
11. Consider proposal for engineering work to replace the Ocean Avenue Village Seawall from Fairfield Creek to the Nonantum Hotel.
12. Consider draft Road Acceptance Policy.
13. Consider street opening permit for Ben and Rebecca Thompson, 3 Temple Street, to tie into the storm drain for a sump pump line.
14. Consider a request for use of FY 2018 contingency account.

6 Elm Street, P.O. Box 566, Kennebunkport, Maine 04046
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15. Consider a request for FY 2018 carry forwards.
16. Authorize Treasurer to write off taxes in the amount of \$129.33 for foreclosed property located at map 27, block 2, lot 16, Guinea Road.
17. Authorize the Town Manager to enter into a six-month agreement with the Town of Kennebunk for a shared Animal Control Officer.
18. Reappoint members to the Lighting Committee.
19. Consider proclamation to designate September as Childhood Cancer Awareness month.
20. Accept the \$1,000 donation from the Kennebunk Portside Rotary for the emergency fuel fund.
21. Other business.
 - a. Vote for MMA Vice-President and three Executive Committee members.
 - b. Sign the Assessors Return for county taxes.
22. Approve the August 9, 2018, Treasurer's Warrant.
23. Executive Session pursuant to 1 M.R.S.A. Section 405 (6)(c) regarding discussion or consideration of the acquisition of real property.
24. Adjournment.



Agenda Item Divider



**Board of Selectmen Meeting
Town Hall- 6 Elm Street
July 26, 2018 – 9:00 AM**

Minutes of the Selectmen's Meeting of July 26, 2018

Selectmen Attending: Stuart Barwise, Patrick Briggs, Allen Daggett, Edward Hutchins, Sheila Matthews-Bull

Others: Michael Claus, Casey Gordon, Harrison Small, Laurie Smith

1. Call to Order.

Chair Hutchins called the meeting to order at 9 AM.

2. Approve the July 12, 2018, meeting minutes.

Motion by Selectman Daggett, seconded by Selectman Matthews-Bull, to approve the July 12, 2018, meeting minutes. **Vote:** 4-0-1/Selectman Briggs abstained because he was not present at that meeting.

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.).

Harrison Small from Turbats Creek had the following requests:

- Find the end of the culvert at the front of his property and clean the catch basin.
- Make a wider path between Tamarack to Summer church.
- Could the Town use some property to attract young people by making small house lots for starter homes?

4. Public hearing to consider application submitted by Breakwater Kennebunkport, LLC, for a new malt, spirituous and vinous liquor license, special amusement permit, and victualer's license for the Breakwater Inn and Spa, 127 Ocean Avenue.

Motion by Selectman Matthews-Bull, seconded by Selectman Daggett, to open the public hearing at 9:11 a.m. to consider an application submitted by Breakwater Kennebunkport, LLC, for a new malt, spirituous and vinous liquor license, special amusement permit, and victualer's license for the Breakwater Inn and Spa, 127 Ocean Avenue. **Vote:** 5-0.

The public hearing ended at 9:12 a.m.

Motion by Selectman Daggett, seconded by Selectman Matthews-Bull, approve the application submitted by Breakwater Kennebunkport, LLC, for a new malt, spirituous and vinous liquor license, special amusement permit, and victualer's license for the Breakwater Inn and Spa, 127 Ocean Avenue. **Vote:** 5-0.

5. Consider a renewal liquor license application submitted by Arundel Marine Service, DBA Arundel Wharf Restaurant, 43 Ocean Avenue.

Motion by Selectman Matthews-Bull, seconded by Selectman Daggett, to approve the renewal liquor license application submitted by Arundel Marine Service, DBA Arundel Wharf Restaurant, 43 Ocean Avenue. **Vote:** 5-0.

6. Consider a conditional gift to the Town.

Casey Gordon explained that the American Legion has issues with the structure of their building; therefore, the Gordon Family Foundation would like to donate \$4,000 to the American Legion, but the Legion does not have 501 (c) 3 status, hence the foundation cannot legally donate to them. Instead, they discussed donating the money to the Town, who in turn would donate it to the American Legion which would require a town vote to accept this conditional gift.

Motion by Selectman Barwise, seconded by Selectman Daggett, to place on the November ballot or on a Special Town Meeting ballot to consider a \$4,000 conditional gift from the Gordon Family Foundation to the Town. **Vote:** 5-0.

7. Set the mill rate for 2018 taxes.

The Board was given four options to choose from:

	Current FY 18	FY 19 Option 1	FY 19 Option 2	FY 19- Option 3	FY 19 – Option 4
Tax Rate	\$8.73	\$8.75	\$8.76	\$8.77	\$8.80
\$ Increase from FY 18		\$0.02	\$0.03	\$0.04	\$0.07
Overlay	\$74,002	\$54,480	\$76,207	\$95,935	\$155,196.

Motion by Selectman Barwise, seconded by Selectman Briggs to accept the mill rate of \$8.76 with an overlay of \$76,207 for fiscal year 2019. **Vote:** 5-0.

8. Consider an amendment to the Waterfront Ordinance for the November ballot.

The proposed amendment makes it clear that a mooring permit holder in Cape Porpoise for commercial or recreational use must either be a Cape Porpoise Pier member in good standing or a shorefront owner. The Pier Advisory Committee voted in favor of this amendment.

Motion by Selectman Barwise, seconded by Selectman Daggett, to place the proposed Waterfront Ordinance amendment on the November ballot. **Vote:** 5-0.

9. Consider a request for acceptance of Reid Lane as a town road for the November ballot.

Selectman Daggett asked about the road maintenance required for a town road.

Director of Public Works Michael Claus said if the town accepted a few more roads, he would need an additional truck and personnel.

Director of Planning and Development Werner Gilliam described the Planning Board process and the fact that the town has one road specification for both public and private roads.

The Board discussed the future of taking subdivision roads. They are concerned about small dead-end roads. They discussed that future roads accepted by the town should have public benefits including connectivity to other public roads.

The Board directed staff to develop criteria and a policy for the public acceptance of future roads, and stated they would not place Reid Lane on the November ballot.

10. Other business.

There was no other business.

11. Approve the July 26, 2018, Treasurer's Warrant.

Motion by Selectman Daggett, seconded by Selectman Barwise, to approve the July 26, 2018, Treasurer's Warrant. **Vote:** 5-0.

12. Executive Session pursuant to 1 M.R.S.A. Section 405 (6)(c) regarding discussion or consideration of the acquisition of real property.

Motion by Selectman Daggett, seconded by Selectman Barwise, to go into executive session pursuant to 1 M.R.S.A. Section 405 (6)(c) regarding discussion or consideration of the acquisition of real property. **Vote:** 5-0.

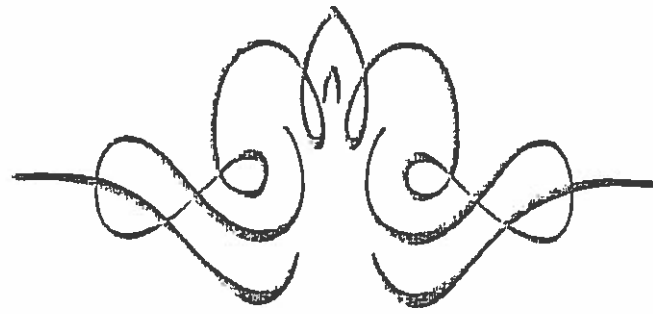
The Board went into executive session at 9:35 a.m. and came out at 10:19 a.m. No action was taken.

13. Adjournment.

Motion by Selectman Daggett, seconded by Selectman Barwise, to adjourn. **Vote:** 5-0.

The meeting adjourned at 10:19 a.m.

Submitted by Laurie A. Smith
Town Manager



Agenda Item Divider



4a

TOWN OF KENNEBUNKPORT VICTUALER'S LICENSING ORDINANCE

Section 1 Purpose, Authority, License Required, Word Usage and Definitions

A. Purpose; Authority – The purpose of this Ordinance is to ensure that establishments serving food or drink within the Town of Kennebunkport (hereafter, the "Town") and intended for consumption by the public prepare their food and drink in a safe and sanitary environment. This Ordinance is adopted pursuant to the authority granted by 30-A M.R.S.A. § 3812 *et seq.*, 30-A M.R.S.A. § 3001, and the Home Rule provisions of the Constitution of the State of Maine.

A.B. License Required – Any establishment that serves food or drink prepared for consumption by the public within the Town shall be required to annually apply for and be granted a victualer's license. A license shall be specific to the premises and entity which is requesting the license. ~~Unless otherwise defined herein or in the text, all words used in this Ordinance shall have their common meanings.~~

B. Definitions – ~~Unless otherwise defined herein or in the text, all words used in this Ordinance shall have their common meanings.~~ As used in this Ordinance, the following terms shall have the meanings indicated:

PERSON – Any individual, person, firm, corporation, association, partnership, ~~or organization, or legal entity.~~

VICTUALER – Any person who serves food or drink prepared for consumption on the premises by the public.

TOWN – The ~~term Town shall mean the~~ Town of Kennebunkport.

Section 2 Licensing Board and Meetings

A. **Licensing Board** – The Licensing Board shall be the Town of Kennebunkport Board of Selectmen.

B. **Meetings** – The Licensing Board shall meet as provided in this subsection:

(1) It shall meet annually during the month of May on a date, time and place ~~in the Town that it determines~~ determined by the Board of Selectmen.

(2) At least seven (7) days before the meeting, ~~it the Licensing Board~~ must post notices stating the purpose of the meeting in at least two (2) public places in the Town.

- (3) The Licensing Board may meet at any other time at a meeting specially called and with public notice as provided in ~~paragraph (1)~~ Section 2.B.(2) above.

Section 3 License Issuance, Renewal, Suspension and Revocation

- A. **Issuance, Renewal, Suspension and Revocation of Licenses** - At any meeting held under ~~sub~~Section 2.B. above, the Licensing Board may do the following:

- (1) **License** - The Licensing Board may license as many persons of good moral character to be innkeepers, victualers and tavern keepers in the Town as it considers necessary, in accordance with the requirements set forth herein.

- (a) In determining whether to issue or deny an application, the Licensing Board shall consider (i) whether the applicant has failed any part of a state inspection or local health inspection; (ii) whether the applicant has failed to provide sufficient evidence of compliance with applicable local, state or federal laws and regulations; (iii) whether the applicant is of good moral character, considering the applicant's criminal record, if any, and all evidence presented; (iv) the applicant's failure to pay an outstanding fine, penalty or tax owed to the Town; and (v) the Town's need for additional innkeepers, victualer's and tavern keepers. The License must specify the building in which the business will be conducted.

- (b) The Licensing Board may issue the license under any conditions or restrictions and regulations that it deems necessary and reasonably designed to promote the health, safety or welfare of the public.

- (c) The premises must be inspected by the Code Enforcement Officer and Fire Inspector for compliance with local ordinances and state statutes, prior to the issuance of the license. Such inspections shall be noticed to the Licensing Board.

- (d) The license must specify the building in which the business will be conducted.

- (e) The license must specify an issue date and an expiration date.

- (2) **Renewal** – Renewal applications from persons having obtained a victualer's license under Section 3.A.(1) above, along with applicable fees, must be submitted to the Town Clerk on or before April 30th of each year. The Licensing Board shall annually review all renewal applications for the purpose of determining the status of the victualer's prior conformance and likelihood of continued conformance with the requirements of this

Ordinance, including the requirements of Section 3.A.(1)(a) above and any conditions or restrictions of the license, and at such time shall make a decision to either approve or deny the renewal application.

- (23) **Suspension** – A victualer's license may be suspended by the Licensing Board for any period of time that it considers proper after investigation, notice and hearing if the Licensing Board determines that the licensee has violated any codes, ordinances, conditions or restrictions imposed by the Licensing Board. The Licensing Board shall serve written notice of ~~the-a~~ hearing on suspension on the licensee or leave it at the licensed premises at least three (3) days before the time set for hearing. At the hearing, the licensee must be given an opportunity to hear the evidence in support of the charge against the licensee, to be heard in the licensee's own defense and to cross-examine, alone or through counsel, ~~the-any~~ witnesses. ~~If the Licensing Board is satisfied that the licensee has violated any codes, ordinances or restrictions imposed by the Licensing Board, the Licensing Board may suspend a license for any period of time that it considers proper.~~
- (34) **Revocation** - A victualer's license may be revoked by the Licensing Board after investigation, notice and hearing if the Licensing Board determines that the licensee is unfit to hold a license. The Licensing Board, ~~after serving shall serve~~ written notice of ~~the-a~~ hearing on revocation on the licensee or ~~leaving~~ it at the licensed premises at least three (3) days before the time set for hearing. At the hearing, the licensee must be given an opportunity to hear the evidence in support of the charge against the licensee, to be heard in the licensee's own defense and to cross-examine, alone or through counsel, ~~the-any~~ witnesses. ~~The Licensing Board may revoke a license upon conducting a hearing at any regularly scheduled meeting of the Licensing Board as conducted in accordance with Section 2 B. (3) referenced above.~~

Section 4 Term of License

The term of a victualer's license shall run from ~~May~~ June 1 to May 31 of the following year.

Section 5 Fees

The Licensing Board shall set fees by order for the following categories of victualer's licenses:

- A. Victualer without on-site consumption of liquor.
- B. Victualer with on-site consumption of liquor.
- C. Nonprofit Organization.

- D. Failure to obtain a license, either renewal or a new license, may subject the licensee to additional late filing fees, ~~and~~ publication of notice expenses, ~~and/or penalties pursuant to Section 6, below,~~ as may be determined by the Licensing Board.

Section 6 Violations

Any violation of this Ordinance, including but not limited to failure to submit an annual renewal application by the deadline provided, shall be punishable by a fine of not less than \$100 for the first offense and not less than \$200 for the second and subsequent offense. Each day that such unlawful act or violation continues shall be considered a separate offense. In addition, the Town may seek recovery of costs and any other legal and equitable remedies as may be available to the Town.

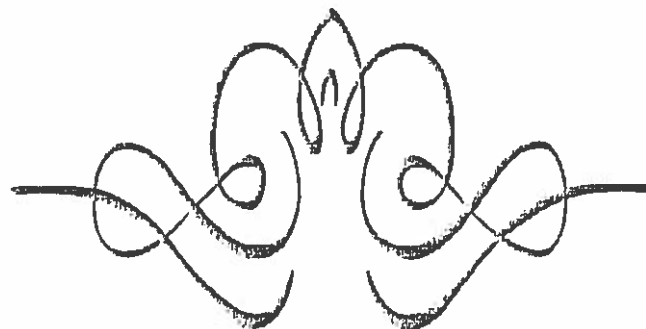
Section ~~6~~ Appeals

An appeal from any final decision of the Licensing Board ~~shall~~ may be taken by any aggrieved party to the Superior Court ~~within thirty (30) days from the date of the decision~~ in accordance with the provisions of Rule 80B of the Maine Rules of Civil Procedure.

Adopted March 24, 1998. Amended March 21, 2000. Amended _____, 2018.



Agenda Item Divider



Wireless Telecommunications Ordinance PROPOSED AMENDMENT

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- **Section 15: Effective Date**

Section 1. Title

This Ordinance shall be known and cited as the "Wireless Telecommunications Facilities Siting Ordinance" of Kennebunkport, Maine (hereinafter referred to as the "ordinance").

Section 2. Authority

This ordinance is adopted pursuant to the enabling provisions of Article VIII, Part 2, Section 1 of the Maine Constitution; the provisions of Title 30-A M.R.S.A., Section 3001 (Home Rule), and the provisions of the Planning and Land Use Regulation Act, Title 30-A M.R.S.A., Section 4312 et seq.

Section 3. Purpose

The purpose of this ordinance is to provide a process and a set of standards for the construction of wireless telecommunications facilities in order to:

- Implement a municipal policy concerning the provision of wireless telecommunications services, and the siting of their facilities;
- Establish clear guidelines, standards and time frames for the exercise of municipal authority to regulate wireless telecommunications facilities;
- Allow competition in telecommunications service;
- Encourage the provision of advanced telecommunications services to the largest number of businesses, institutions and residents of Kennebunkport;
- Permit and manage reasonable access to the public rights of way of Kennebunkport for telecommunications purposes on a competitively neutral basis;
- Ensure that all telecommunications carriers providing facilities or services within Kennebunkport comply with the ordinances of Kennebunkport;
- Ensure that Kennebunkport can continue to fairly and responsibly protect the public health, safety and welfare;
- Encourage the colocation of wireless telecommunications facilities and alternative technologies, thus helping to minimize adverse visual impacts on the community;
- Enable Kennebunkport to discharge its public trust consistent with rapidly evolving federal and state regulatory policies, industry competition and technological development;
- Further the goals and policies of the comprehensive plan, while promoting orderly development of the town with minimal impacts on existing uses; and
- Protect the scenic and visual character of the community; and
- Comply with the 2012 Spectrum Act and the Telecommunications Act of 1996 as each is amended.

Section 4. Applicability

This local land use ordinance applies to all construction and expansion of wireless telecommunications facilities, except as provided in section 4.1.

4.1 Exemptions: The following are exempt from the provisions of this ordinance:

- A. ***Emergency Wireless Telecommunications Facility.*** Wireless communication facilities for emergency communications by public officials or any municipal or quasi-municipal organization currently served by the Town of

Kennebunkports Communications Department including, without limitation, the KK&W Water District and colocation by any person or firm, public or private, on any tower owned or operated by the KK&W Water District provided colocation by any private person or firm shall be subject to site plan approval by the Planning Board in addition to other applicable provisions of this ordinance.

- B. ***Amateur (ham) radio stations.*** Amateur (ham) radio stations licensed by the Federal Communications Commission (FCC).
- C. ***Parabolic antenna.*** Parabolic Antennas less than seven (7) feet in diameter, that are an accessory use of the property.
- D. ***Maintenance or repair.*** Maintenance, repair or reconstruction of a wireless telecommunications facility and related equipment, provided that there is no change in the height or any other dimension of the facility.
- E. ***Temporary wireless telecommunications facility.*** Temporary wireless telecommunications facility, in operation for a maximum period of one hundred eighty (180) days.

~~F. ***Antennas as Accessory Uses.*** An antenna that is an accessory use to a residential dwelling unit.~~

Section 5. Review and Approval Authority

5.1 Approval Required: No person shall construct or expand a wireless telecommunication facility without approval of the Code Enforcement Officer (CEO) or the Planning Board as follows:

- A. ***Expansion of an Existing Facility and Colocation.*** Approval by the CEO and issuance of a building permit is required for (1) any expansion of an existing wireless telecommunications facility that increases the height of the facility by no more than 20 feet; (2) accessory use of an existing wireless telecommunications facility; or (3) colocation on an existing wireless telecommunications facility or alternative tower structure; or (4) installation of small cell facilities on existing utility poles.
- B. ***New Construction.*** Approval of the Planning Board and issuance of a building permit is required for construction of alla new wireless telecommunications facilityies; and any expansions s or substantial modifications of an-existing wireless telecommunications facilityies such as, but not limited to, that increases in the height of the facility by more than 20 feet or new disturbed area or equipment cabinets outside the area occupied by the existing facility.

5.2 Approval Authority

In accordance with Section 5.1 above, the CEO or Planning Board shall review applications for wireless telecommunications facilities, and make written findings on whether the proposed facility complies with this Ordinance.

Section 6. Approval Process

6.1 Pre-Application Conference: All persons seeking approval of the CEO or the Planning Board under this ordinance shall meet with the CEO no less than thirty (30) days before filing an application. At this meeting, the CEO shall explain to the applicant the ordinance provisions, as well as application forms and submissions that will be required under this ordinance.

6.2 Application: All persons seeking approval of the CEO or the Planning Board under this ordinance shall submit an application as provided below. The CEO shall be responsible for ensuring that notice of the application has been published in a newspaper of general circulation in the community.

A. Application for CEO Approval. Applications for permit approval by the CEO must include the following materials and information:

1. Documentation of the applicants right, title, or interest in the property where the facility is to be sited, including name and address of the property owner and the applicant.
2. A copy of the FCC license for the facility or a signed statement from the owner or operator of the facility attesting that the facility complies with current FCC regulations.
3. Identification of districts, sites, buildings, structures or objects, significant in American history, architecture, archaeology, engineering or culture, that are listed, or eligible for listing, in the National Register of Historic Places (see 16 U.S.C. 470w(5); 36 CFR 60 and 800).
4. Location map and elevation drawings of the proposed facility and any other proposed structures, showing color, and identifying structural materials.
- 4.5. For a proposed small cell facility: (a) name and address of the owner(s) of the utility pole; (b) utility pole number; (c) address of nearest property; and (d) structural analysis, signed by a Maine registered professional engineer, attesting to the ability/integrity of the utility pole to support the small cell facility without any impact to the structural integrity of the utility pole or network of poles.
- 5.6. For proposed expansion of an existing facility, a signed statement that commits the owner of the facility, and his or her successors in interest, to:
 1. respond in a timely, comprehensive manner to a request for information from a potential colocation applicant, in exchange for a reasonable fee not in excess of the actual cost of preparing a response;
 2. negotiate in good faith for shared use by third parties;
 3. allow shared use if an applicant agrees in writing to pay reasonable charges for colocation;
 4. require no more than a reasonable charge for shared use, based on community rates and generally accepted accounting principles. This charge may include but is not limited to a pro rata share of the cost of site selection, planning project administration,

land costs, site design, construction and maintenance, financing, return on equity, depreciation, and all of the costs of adopting the tower or equipment to accommodate a shared user without causing electromagnetic interference.

B. *Application for Planning Board Approval.* An application for approval by the Planning Board must be submitted to the Code Enforcement Officer. The application must include the following information:

1. Documentation of the applicants right, title, or interest in the property on which the facility is to be sited, including name and address of the property owner and the applicant.
2. A copy of the FCC license for the facility, or a signed statement from the owner or operator of the facility attesting that the facility complies with current FCC regulations.
3. A USGS 7.5 minute topographic map showing the location of all structures and wireless telecommunications facilities above 150 feet in height above ground level, except antennas located on roof tops, within a five (5) mile radius of the proposed facility, unless this information has been previously made available to the Town. This requirement may be met by submitting current information (within thirty days of the date the application is filed) from the FCC Tower Registration Database.
4. A site plan:
 1. prepared and certified by a Maine registered professional engineer ~~registered in Maine~~ indicating the location, type, and height of the proposed facility, antenna capacity, on-site and abutting off-site land uses, means of access, setbacks from property lines, and all applicable American National Standards Institute (ANSI) technical and structural codes;
 2. certification by the applicant that the proposed facility complies with all FCC standards for radio frequency emissions is required; and
 3. a boundary survey for the project performed by a land surveyor licensed by the State of Maine.
5. A scenic assessment, consisting of the following:
 1. Elevation drawings of the proposed facility, and any other proposed structures, showing height above ground level;
 2. A landscaping plan indicating the proposed placement of the facility on the site; location of existing structures, trees, and other significant site features; the type and location of plants proposed to screen the facility; the method of fencing, the color of the structure, and the proposed lighting method.
 3. Photo simulations of the proposed facility taken from perspectives determined by the Planning Board, or their designee, during the pre-application conference. Each photo must be labeled with the line of sight, elevation, and with the date

taken imprinted on the photograph. The photos must show the color of the facility and method of screening.

4. A narrative discussing:
 - i. the extent to which the proposed facility would be visible from or within a designated scenic resource,
 - ii. the tree line elevation of vegetation within 100 feet of the facility, and
 - iii. the distance to the proposed facility from the designated scenic resources noted viewpoints.
6. A written description of how the proposed facility fits into the applicants telecommunications network. This submission requirement does not require disclosure of confidential business information.
7. Evidence demonstrating that no existing building, site, or structure can accommodate the applicants proposed facility, the evidence for which may consist of any one or more of the following:
 1. Evidence that no existing facilities are located within the targeted market coverage area as required to meet the applicants engineering requirements,
 2. Evidence that existing facilities do not have sufficient height or cannot be increased in height at a reasonable cost to meet the applicants engineering requirements,
 3. Evidence that existing facilities do not have sufficient structural strength to support applicants proposed antenna and related equipment. Specifically:
 - i. Planned, necessary equipment would exceed the structural capacity of the existing facility, considering the existing and planned use of those facilities, and these existing facilities cannot be reinforced to accommodate the new equipment.
 - ii. The applicants proposed antenna or equipment would cause electromagnetic interference with the antenna on the existing towers or structures, or the antenna or equipment on the existing facility would cause interference with the applicants proposed antenna.
 - iii. Existing or approved facilities do not have space on which planned equipment can be placed so it can function effectively.
4. For facilities existing prior to the effective date of this ordinance, the fees, costs, or contractual provisions required by the owner in order to share or adapt an existing facility are unreasonable. Costs exceeding the pro rata share of a new facility development are presumed to be unreasonable. This evidence shall also be satisfactory for a tower built after the passage of this ordinance;

5. Evidence that the applicant has made diligent good faith efforts to negotiate colocation on an existing facility, building, or structure, and has been denied access.
8. Identification of districts, sites, buildings, structures or objects, significant in American history, architecture, archaeology, engineering or culture, that are listed, or eligible for listing, in the National Register of Historic Places (see 16 U.S.C. 470w(5); 36 CFR 60 and 800).
9. A signed statement stating that the owner of the wireless telecommunications facility and his or her successors and assigns agree to :
 1. respond in a timely, comprehensive manner to a request for information from a potential colocation applicant, in exchange for a reasonable fee not in excess of the actual cost of preparing a response;
 2. negotiate in good faith for shared use of the wireless telecommunications facility by third parties;
 3. allow shared use of the wireless telecommunications facility if an applicant agrees in writing to pay reasonable charges for colocation;
 4. require no more than a reasonable charge for shared use, based on community rates and generally accepted accounting principles. This charge may include but is not limited to a pro rata share of the cost of site selection, planning project administration, land costs, site design, construction, financing, return on equity, depreciation, and all of the costs of adapting the tower or equipment to accommodate a shared user without causing electromagnetic interference. The amortization of the above costs by the facility owner shall be accomplished at a reasonable rate, over the useful life span of the facility.
10. A form of surety approved by the Planning Board to pay for the costs of removing the facility if it is abandoned.
11. Evidence that a notice of the application has been published in a local newspaper of general circulation in the community.

6.3 Submission Waiver: The CEO or Planning Board, as appropriate, may waive any of the submission requirements based upon a written request of the applicant submitted at the time of application. A waiver of any submission requirement may be granted only if the CEO or Planning Board finds in writing that due to special circumstances of the application, the information is not required to determine compliance with the standards of this Ordinance.

6.4 Fees:

- A. CEO Application Fee.** An application for CEO approval shall include payment of an application fee as determined annually by the Board of Selectmen. ~~of \$250.~~ The application shall not be considered complete until this fee is paid.

~~The applicant is entitled to a refund of the application fee if the application is withdrawn within fifteen (15) days of date of filing, less all expenses incurred by the Town to review the application.~~

B. **Planning Board Application Fee.** An application for Planning Board approval shall include payment of an application fee as determined annually by the Board of Selectmen. of \$500. The application shall not be considered complete until this fee is paid. ~~An applicant is entitled to a refund of the application portion of fee if the application is withdrawn within fifteen (15) days of date of filing, less all expenses incurred by the Town to review the application.~~

C. **Planning Board Review Fee.** An applicant for approval by the Planning Board shall pay all reasonable and customary fees incurred by the Town that are necessary to review the application, including, without limitation, independent engineering, planning, legal or similar professional consulting services. Such review fee shall be assessed for the privilege of review and shall be payable without regard to consultation results or the outcome of the application. The review fee shall be paid in full prior to the start of construction. No building permit may be issued until all review fees have been paid in full.

That portion of the review fee not used shall be returned to the applicant within ~~fourteen (14) days~~ a reasonable period time after of the Planning Boards decision, once it has been determined that all associated costs have been paid.

6.5 Notice of Complete Application: Upon receipt of an application, the CEO shall provide the applicant with a dated receipt. Within five (5) working days of receipt of an application the CEO shall review the application and determine if the application meets the submission requirements. The CEO or Planning Board, as appropriate, shall review any requests for a waiver from the submission requirements and shall act on these requests prior to determining the completeness of the application.

If the application is complete, the CEO shall notify the applicant in writing of this determination and require the applicant to provide a sufficient number of copies of the application to the Planning Board, Code Enforcement Office, Police Department and Fire Department.

If the application is incomplete, the CEO shall notify the applicant in writing, specifying the additional materials or information required to complete the application.

If the application is deemed to be complete, and requires Planning Board review, the CEO shall notify all abutters to the site as shown on the Assessors records, by first-class mail, that an application has been accepted. This notice shall contain a brief description of the proposed activity and the name of the applicant, give the location of a copy of the application available for inspection, and provide the date, time, and place of the Planning Board meeting at which the application will be considered. Failure on the part of any abutter to receive such notice shall not be grounds for delay of any consideration of the application nor denial of the project.

6.6 Public Hearing: For applications for Planning Board approval under Section 5.1(B), a public hearing shall be held within 30 days of the notice of the complete application.

6.7 6.7 Approval:

A. CEO Approval. Within thirty (30) days of receiving a complete application for approval under section 5.1(A), the CEO shall approve, approve with conditions, or deny the application in writing, together with the findings on which that decision is based. With the exception of applications for installation of a small cell facility, ~~the~~ the CEO shall approve the application if the CEO finds that the application complies with the provisions in Section 7.1 of this ordinance.

For a small cell facility, the CEO shall approve the application if the CEO finds the following:

(a) the small cell facility does not interfere with the safety and convenience of travel over the public right of way; other existing uses of the utility right of way, and shall not interfere with municipal emergency service communication equipment;

B. (b) the small cell facility is not located within fifty (50) feet of a residence or sensitive population (including but not limited to schools, hospitals, nursing facilities etc.) If a small cell facility is proposed to be located within fifty (50) feet of a residence or sensitive population then the approval process outlined in 6.7D Planning Board Approval shall be followed.

(b);

(c) The small cell facility is camouflaged such that it is visually unobtrusive as compared to the preexisting condition of the utility pole or nearby utility poles, including color and scale;

(d) The dimensions of the antenna does not exceed three (3) feet in height or two (e2) feet in width and associated equipment has a maximum square footage of ten (10) square feet and height of two (2) feet;

(e) No part of the small cell facility projects from the utility pole further than four (4) feet from its existing height and two (2) feet from its existing width

C. The small cell facility is proposed by a licensed provided who agrees to comply with all local ordinance, state and federal laws;

A. The entity seeking approval for the small cell facility submits a written commitment to notify the Town within thirty days of cessation of use of the facility and to remove that facility within ninety (90) days of termination of use.

The CEO shall notify all abutters of the decision to issue a permit under this section. The time period may be extended upon agreement between the

applicant and the CEO.

B.D. Planning Board Approval. Within ninety (90) days of receiving a complete application for approval under section 5.1(BA) or one hundred fifty (150) days of receiving a complete application for approval under section 5.1(B), the Planning Board shall approve, approve with conditions, or deny the application in writing, together with the findings on which that decision is based. However, if the Planning Board has a waiting list of applications that would prevent the Planning Board from making a decision within the required ~~ninety (90) day time~~ period, then a decision on the application shall be issued within sixty (60) days of the public hearing, if necessary, or within 60 days of the completed Planning Board review. This time period may be extended upon agreement between the applicant and the Planning Board.

6.8 Building Permit Required: No wireless telecommunications facility shall be constructed or expanded without a building permit therefore issued by the CEO.

6.9 Zoning: Notwithstanding any provision in any municipal ordinance to the contrary, small cell facilities and colocated wireless telecommunications facilities or antennas installed on alternative tower structures shall be a permitted use in all zoning districts.

Section 7. Standards of Review

To obtain approval from the CEO or the Planning Board, an application must comply with the standards in this section.

7.1 CEO Approval Standards: An application for approval by the CEO under Section 5.1(A) must meet the following standards.

- A. The proposed facility is an expansion, accessory use, or colocation to a conforming structure legally existing at the time the application is submitted.
- B. The applicant has sufficient right, title, or interest to locate the proposed facility on the existing structure.
- C. The proposed facility increases the height of the existing structure by no more than twenty (20) feet.
- D. The proposed facility will be constructed with materials and colors that match or blend with the surrounding natural or built environment, to the maximum extent practicable.
- E. The proposed facility, to the greatest degree practicable, shall have no unreasonable adverse impact upon districts, sites, buildings, structures or objects, significant in American history, architecture, archaeology, engineering or culture, that are listed, or eligible for listing, in the National Register of Historic Places (see 16 U.S.C. 470w(5); 36 CFR 60 and 800).

7.2 Planning Board Approval Standards: An application for approval by the Planning Board under Section 5.1(B) must meet the following standards.

- A. **Location.** New wireless telecommunications facilities installed on new towers may be permitted only in the following district as designated in the Kennebunkport Zoning Ordinance: Free Enterprise Zone.
- B. **Siting on Municipal Property.** If an applicant proposes to locate a new wireless telecommunications facility, or expand an existing facility on Town property, the applicant must show the following:
 1. The proposed location complies with applicable municipal policies and ordinances.
 2. The proposed facility will not interfere with the intended purpose of the property.
 3. The applicant has adequate liability insurance and a lease agreement with the Town that includes reasonable compensation for the use of the property and other provisions to safeguard the public rights and interests in the property.
- C. **Design for Colocation.** A new wireless telecommunications facility and related equipment must be designated and constructed to accommodate expansion for future colocation of at least three additional wireless telecommunications facilities or providers. However, the Planning Board may waive or modify this standard where the district height limitation effectively prevents future colocation.
- D. **Height.** A new wireless telecommunications facility must be no more than 200 feet in height.
- E. **Setbacks.** A new or expanded wireless telecommunications facility must comply with the set back requirements for the zoning district in which it is located, or be set back one hundred five percent (105%) of its height from all property lines, whichever is greater. The setback may be satisfied by including the areas outside the property boundaries if secured by an easement. The following exemptions apply:
 1. The setback may be reduced by the Planning Board upon a showing by the applicant that the facility is designed to collapse in a manner that will not harm other property.
 2. An antenna is exempt from the setback requirement if it extends no more than five (5) feet horizontally from the edge of the structure to which it is attached, and it does not encroach upon an abutting property.
 - 2.3. This setback does not apply to the installation of colocated wireless telecommunication facilities or small cell facilities on alternative tower structures.
- F. **Landscaping.** A new wireless telecommunications facility and related equipment must be screened with plants from view by abutting properties, to the maximum extent practicable. Existing plants and natural land forms on the site shall also be preserved to the maximum extent practicable.

- G. **Fencing.** A new wireless telecommunications facility must be fenced to discourage trespass on the facility and to discourage climbing on any structure by trespassers.
- H. **Lighting.** A new wireless telecommunications facility must be illuminated only as necessary to comply with FAA or other applicable state and federal requirements. However, security lighting may be used as long as it is shielded to be down-directional to retain light within the boundaries of the site, to the maximum extent practicable.
- I. **Color and Materials.** A new wireless telecommunications facility must be constructed with materials and colors that match or blend with the surrounding natural or built environment, to the maximum extent~~ed~~ practicable. Unless otherwise required, muted colors, earth tones, and subdued hues shall be used.
- J. **Structural Standards.** A new wireless telecommunications facility must comply with the current Electronic Industries Association/Telecommunications Industries Association (EIA/TIA) 222 Revision Standard entitled "Structural Standards for Steel Antenna Towers and Antenna Supporting Structures."
- K. **Visual Impact.** The proposed wireless telecommunications facility will have no unreasonable adverse impact upon designated scenic resources within the Town, as identified either in the Towns Comprehensive Plan, or by a State or federal agency.
1. In determining the potential unreasonable adverse impact of the proposed facility upon the designated scenic resources, the Planning Board shall consider the following factors:
 1. The extent to which the proposed wireless telecommunications facility is visible above tree line, from the viewpoint(s) of the impacted designated scenic resource;
 2. The type, number, height, and proximity of existing structures and features, and background features within the same line of sight as the proposed facility;
 3. The extent to which the proposed wireless telecommunications facility would be visible from the viewpoint(s);
 4. The amount of vegetative screening;
 5. The distance of the proposed facility from the viewpoint and the ~~facilitys-facility's~~ location within the designated scenic resource; and
 6. The presence of reasonable alternatives that allow the facility to function consistently with its purpose.
- L. **Noise.** During construction, repair, or replacement, operation of a back-up power generator at any time during a power failure, and testing of a back-up generator between 8 a.m. and 9 p.m. is exempt from existing municipal noise standards.
- M. **Historic & Archaeological Properties.** The proposed facility, to the greatest degree practicable, will have no unreasonable adverse impact upon a historic

district, site or structure which is currently listed on or eligible for listing on the National Register of Historic Places.

7.3 Standard Conditions of Approval: The following standard conditions of approval shall be a part of any approval or conditional approval issued by the CEO or Planning Board. Where necessary to ensure that an approved project meets the criteria of this ordinance, the Planning Board can impose additional conditions of approval. Reference to the conditions of approval shall be clearly noted on the final approved site plan, and shall include:

1. The owner of the wireless telecommunications facility and his or her successors and assigns agree to:
 1. respond in a timely, comprehensive manner to a request for information from a potential colocation applicant, in exchange for a reasonable fee not in excess of the actual cost of preparing a response;
 2. negotiate in good faith for shared use of the wireless telecommunications facility by third parties;
 3. allow shared use of the wireless telecommunications facility if an applicant agrees in writing to pay reasonable charges for colocation;
 4. require no more than a reasonable charge for shared use of the wireless telecommunications facility, based on community rates and generally accepted accounting principles. This charge may include, but is not limited to, a pro rata share of the cost of site selection, planning project administration, land costs, site design, construction and maintenance, financing, return on equity, depreciation, and all of the costs of adapting the tower or equipment to accommodate a shared user without causing electromagnetic interference. The amortization of the above costs by the facility owner shall be accomplished at a reasonable rate, over the life span of the useful life of the wireless telecommunications facility.
2. Upon request by the Town, the applicant shall certify compliance with all applicable FCC radio frequency emissions regulations.

Section 8. Amendment to an Approved Application

Any changes to an approved application must be approved by the CEO or the Planning Board, in accordance with Section 5.

Section 9. Abandonment

A wireless telecommunications facility that is not operated for a continuous period of twelve (12) months shall be considered abandoned. The CEO shall notify the owner of an abandoned facility in writing and order the removal of the facility within ninety (90) days of receipt of the written notice. The owner of the facility shall have thirty (30) days from the receipt of the notice to demonstrate to the CEO that the facility has not been abandoned.

ADDITIONAL AMENDMENTS TO LAND USE ORDINANCE

Amend Article 2, Section 2.2 as follows:

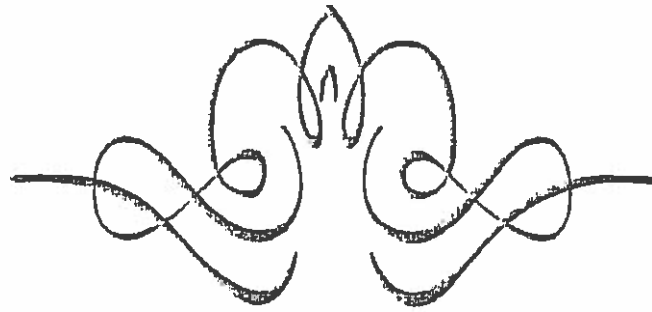
Alternative Tower Structure: Clock towers, bell steeples, light poles, water towers, electrical transmission line towers, smokestacks, existing buildings, and similar mounting structures that camouflage, or conceal or support the presence of an Antenna(s).

Antenna/Antenna Array: A system of one or more rods, panels, discs or similar devices used for the transmission or reception of radio frequency signals. These include, but are not limited to, omnidirectional antennas (whips or rods), directional antennas (panels) and parabolic antennas (dish or disc).

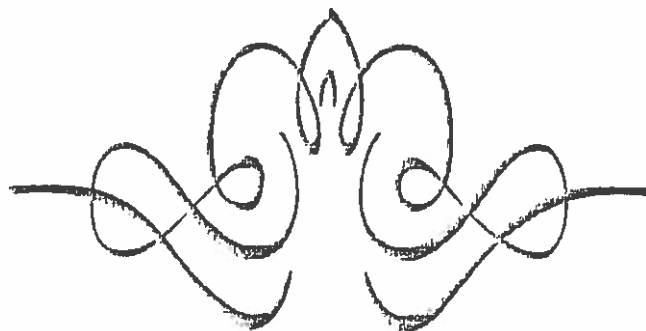
Small Cell Facility: An antenna, radio, power source and meter, disconnect switch, fiber optic cable, and supporting equipment, if any, installed on a utility pole owned by a regulated public utility and installed within the public right of way.

Wireless Telecommunications Facility: A facility that transmits, receives, distributes, provides or offers telecommunications services, radio or television signals, or any other spectrum-based transmissions/receptions, together, with the facility's associated antennas, microwave dishes, horns, cables, wires, conduits, ducts, lightning rods, electronics and other types of equipment for the transmission, receipt, distribution or offering of such signals; wireless communication towers, antenna support structures, and other structures supporting said equipment and any attachments to those structures including guy wires and anchors, equipment buildings, generators, parking areas, utility services, driveways and roads and other accessory features.

Wireless Telecommunications Facility—Colocated: A Wireless Telecommunications Facility that is installed on an Alternative Tower Structure instead of a new tower structure.



Agenda Item Divider



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MORATORIUM ORDINANCE
REGARDING RETAIL MEDICAL MARIJUANA CAREGIVER STOREFRONTS

TOWN OF KENNEBUNKPORT, MAINE

The Town of Kennebunkport, Maine, hereby adopts a Moratorium Ordinance as follows:

WHEREAS, the legislative body of the Town of Kennebunkport, Maine (the “Town”) makes the following findings:

- (1) The Maine Medical Use of Marijuana Act, codified at 22 M.R.S. §§ 2421 to 2430-B, (the “Medical Act”) authorizes the possession, cultivation, and furnishing of medical marijuana to qualifying patients by caregivers, as those terms are defined in 22 M.R.S. § 2422; and
- (2) Section 2423-A(14) of the Medical Act authorizes municipalities pursuant to home rule authority to regulate, among other uses, registered primary caregivers; and
- (3) Section 401 of the Marijuana Legalization Act, codified at 28-B M.R.S. ch. 1 (the “Adult Use Act”) authorizes municipalities pursuant to home rule authority to regulate adult use marijuana establishments, including cultivation facilities, products manufacturing facilities, testing facilities, and marijuana stores, as those terms are defined in 28-B M.R.S. § 102; and
- (4) Neither the Medical Act nor the Adult Use Act nor any state agency rules promulgated thereunder expressly authorize the operation of retail stores by registered caregivers for the purpose of selling medical marijuana to qualifying patients; and
- (5) In July of 2018, the Maine Legislature enacted LD 1539, “An Act to Amend Maine’s Medical Marijuana Law,” which, upon its effective date, will amend the Medical Act to expressly authorize the operation of such retail stores so long as the legislative body of the municipality votes to adopt a new ordinance, amend an existing ordinance, or approve a warrant article allowing this type of marijuana establishment; and
- (6) No specific regulations governing such retail stores currently exist under the Town’s Ordinances; and
- (7) The Town’s Ordinances are insufficient to prevent serious public harm that could result from the unregulated siting and operation of such retail stores within the Town; and
- (8) The unregulated siting and operation of such retail stores within the Town raises legitimate and substantial questions about the impact of such retail stores and related uses and activities on the Town, including questions as to compatibility of such retail stores with existing and permitted land uses in the Town; potential adverse health and safety effects on the community; the adequacy of the Town’s infrastructure to accommodate such retail stores; and the possibility of unlawful sale of medical marijuana and medical marijuana products; and

- (9) As a result of the foregoing issues, the siting and operation of such retail stores and related uses and activities within the Town has potentially serious implications for the health, safety, and welfare of the Town and its residents and visitors; and
- (10) An overburdening of public facilities and resources, including public safety resources, is a reasonably foreseeable result of such retail stores and related uses and activities located and operated in the Town; and
- (11) The Town needs time to understand the disposition of LD 1539 and any State department rules promulgated pursuant to the Medical Act or the Adult Use Act in relation to its own Ordinances and to evaluate the effects of such retail stores and related uses and activities in order to prepare reasonable ordinance provisions governing the siting and operation of such retail stores and related uses and activities; and
- (12) The Town, with professional assistance from the Planning Board, Code Enforcement Officer, and other departments, intends to study the Town's Ordinances to determine the land use and other regulatory implications of such retail stores and related uses and activities, and to consider what locations, approvals, and performance standards, if any, might be appropriate to avoid or minimize impacts on the health, safety, and welfare of the Town and its residents and visitors; and
- (13) It is anticipated that such a study, review, and development of recommended ordinance amendments will take at least 180 days from the date the Town enacts this Moratorium Ordinance; and
- (14) In the judgment of the legislative body of the Town, the foregoing findings constitute a necessity within the meaning of 30-A M.R.S. § 4356.

NOW, THEREFORE, pursuant to 30-A M.R.S. § 4356, be it ordained by the voters of the Town of Kennebunkport as follows:

1. Moratorium. The Town does hereby declare a moratorium on the siting, operation, or licensing of any Retail Medical Marijuana Caregiver Storefront within the Town.

For purposes of this Ordinance, "Retail Medical Marijuana Caregiver Storefront" is defined as a retail store, a retail business, or an establishment that resembles a retail storefront in terms of signage, hours of operation, and accessibility to patrons (including without limitation a commercial use or retail business, as those terms are defined in the Town's Land Use Ordinance) that furnishes or sells marijuana or marijuana products by licensed caregivers to qualifying patients, as those terms are defined in 22 M.R.S. § 2422.

No person or organization shall locate or operate a Retail Medical Marijuana Caregiver Storefront within the Town on or after the Date of Applicability of this Ordinance. During the time this Ordinance is in effect, no officer, official, employee, office, administrative board or agency of the Town shall accept, process, approve, deny, or in any other way act upon any application for a license, building permit, conditional use permit, any other type of land use approval or permit, or any other permit or license related to a Retail Medical Marijuana Caregiver Storefront.

2. Date of Applicability. Notwithstanding 1 M.R.S. § 302 or any other law to the contrary, and regardless of the Effective Date, this Ordinance shall govern and apply to all proceedings and applications for a Retail Medical Marijuana Caregiver Storefront that were or are pending before the Code Enforcement Officer or the Planning Board on or any time after _____ and, to the extent allowed by 30-A M.R.S. § 3007(6), shall nullify the issuance of any final approval of the Code Enforcement Officer or the Planning Board made on or at any time after _____ that authorizes the operation of a Retail Medical Marijuana Caregiver Storefront (the “Date of Applicability”).
3. Effective Date. This Ordinance shall become effective immediately upon its adoption (the “Effective Date”) and shall remain in full force and effect for a period of 180 days, unless extended, repealed, or modified in accordance with applicable law.
4. Conflicts; Savings Clause. Any provisions of the Town’s ordinances that are inconsistent with or conflict with the provisions of this Ordinance are hereby repealed to the extent applicable for the duration of this moratorium. If any section or provision of this Ordinance is declared by a court of competent jurisdiction to be invalid, such a declaration shall not invalidate any other section or provision.
5. Violations. If any Retail Medical Marijuana Caregiver Storefront is located or operated in the Town, in violation of this Ordinance, each day of any continuing violation shall constitute a separate violation of this Ordinance and the Town shall be entitled to all rights available to it pursuant to 30-A M.R.S. § 4452, including, but not limited to, fines and penalties, injunctive relief, and its reasonable attorney’s fees and costs in prosecuting any such violations.

Given under our hands this ____ day of _____, 2018.

A Majority of the Board of Selectmen of the Town of Kennebunkport.

Attest: A true copy of an ordinance entitled, "Town of Kennebunkport, Maine, Moratorium Ordinance Regarding Retail Medical Marijuana Caregiver Storefronts," as certified to me by the municipal officers of the Town of Kennebunkport, Maine, on the ____ day of _____, 2018.

Tracey O'Roak, Town Clerk
Town of Kennebunkport, Maine



Agenda Item Divider



4d

WATERFRONT ORDINANCE

1. GENERAL PROVISIONS

1.1 TITLE

This ordinance shall be known as the "Waterfront Ordinance of the Town of Kennebunkport, Maine". It shall be referred to herein as the "Ordinance".

1.2 AUTHORITY

This ordinance is adopted pursuant to the authority granted by Title 38 M.R.S.A., Chapter 1, as amended, Title 30-A M.R.S.A., §§ 3001, 3007, 3009 and 4452, as amended and the Home Rule provisions of the Constitution of the State of Maine with additions and deletions.

1.3 PURPOSE

Kennebunkport's waterfront is a limited and valuable resource. The demands on this resource have been increasing for both commercial and recreational uses; therefore, this Ordinance is adopted for the following purposes:

1.3.1 Ensure that there will always be adequate and usable mooring space for the Kennebunkport Commercial Fishing Fleet.

1.3.2 Preserve the working waterfront, which includes commercial fishing, marine related businesses and recreational boating.

1.3.3 Provide Ordinance guidelines and authority for the Harbormaster to administer mooring space and to resolve any conflicts.

1.3.4 Address dangerous and unsuitable mooring placements.

1.3.5 Ensure consistency with the policies set by the state of Maine and the US Army Corps of Engineers.

1.3.6 Plan, establish and maintain the arrangement and utilization of Mooring areas, public landings, boat ramps, harbor channels and other related properties in Kennebunkport Waters.

1.4 APPLICABILITY

The provisions of this ordinance shall apply to all tidal water areas located within the municipal boundaries of Kennebunkport, Maine, with the exception of the Kennebunk River, hereinafter referred to as Kennebunkport Waters.

1.5 SEVERABILITY

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unenforceable by any Court, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion.

1.6 CONFLICT

Whenever any section, subsection, sentence, cause, phrase or portion of this ordinance is deemed to be in conflict with any existing state law and/or federal rule(s), then the stricter provision shall apply, unless preempted by federal law.

1.7 EFFECTIVE DATE

This ordinance shall become effective immediately upon adoption.

2. DEFINITIONS

For the purpose of interpreting this Ordinance, the following terms, phrases and words shall be defined as set forth below.

COMMERCIAL FISHERIES BUSINESS: An enterprise, as defined in Title 12 M.R.S. Section 6001(6-A), which is directly or indirectly concerned with the commercial harvest of wild or aquacultured marine organisms, whose primary source of income is derived from these activities. "Commercial fisheries business" includes, but is not limited to:

- A. Licensed commercial fishermen, aquaculturists and fishermen's cooperatives;
- B. Persons providing direct services to commercial fishermen, aquaculturists or fishermen's cooperatives, as long as provision of these direct services requires the use of working waterfront property; and
- C. Municipal and private piers and wharves operated to provide waterfront access to commercial fishermen, aquaculturists or fishermen's cooperatives.

COMMERCIAL FISHING VESSEL: A vessel used in furtherance of the purposes of a commercial fisheries business, including vessels rigged to engage in the commercial harvest, processing or transport of wild or aquacultured marine organisms as well as supporting vessels such as lobster, crab and shellfish cars.

FEE: A charge for the use of Town owned waterfront facilities; all fees described herein are set by the Board of Selectmen annually and will be effective upon adoption by the Board of Selectmen at a public meeting.

FINE: A civil penalty for a violation of this Ordinance; all fines are set by the Board of Selectmen annually and will be effective upon adoption by the Board of Selectmen at a public meeting.

HARBOR MASTER: A person appointed pursuant to Title 38 M.R.S.A. § 1 and this Ordinance; all references to the Harbor Master shall include any Deputy Harbor Master.

KENNEBUNKPORT WATERS: Has the meaning defined by Section 1.4.

MOORING: The Means of securing a vessel to a particular location in Kennebunkport Waters, other than temporarily by anchor for a period of no more than 72 hours. Dock, pier, wharf or float tie-ups are not moorings. There are three classes of moorings, Commercial, Recreational and Transient, which are defined below.

Commercial: A Mooring issued to and utilized by a Commercial Fisheries Business for the purpose of mooring a Commercial Fishing Vessel. In Cape Porpoise, the Mooring permit holder must either be a Cape Porpoise pier member in good standing or a Shorefront Owner.

Recreational: A Mooring other than a commercial mooring that is permitted for the purpose of mooring a specific Vessel. In Cape Porpoise, the Mooring permit holder must either be a Cape Porpoise pier member in good standing or a Shorefront Owner.

Transient: A Mooring set aside for temporary (7 days or less) use by Vessels cruising along the coast.

MOORING PERMIT: An annual permit that is issued by the Harbor Master to a Mooring Permittee, authorizing the placement of a specific class of Mooring at a specific Mooring Site and which expires on May 31 of the year following its issue.

MOORING PERMITTEE: A person granted a Mooring Permit.

MOORING PERMIT WAITING LIST: A list of persons desiring a Mooring Permit as described in Section 4.3.2.

MOORING RELOCATION WAITING LIST: A list of Mooring Permittees desiring relocation of a Mooring Site as described in Section 4.3.2.

MOORING SITE: A specific location assigned by the Kennebunkport Harbor Master for placement of a Mooring, defined by GPS coordinates where practicable.

PERSON: An individual, a corporation, a firm, partnership, an association or any other entity.

SHIP CHANNELS: Ship channels as described herein and depicted on the NOAA nautical chart and other such channels designated by the Harbor Master which shall be kept open for the passage of watercraft. These channels are maintained by the US Army Corps of Engineers and are depicted on the Corps Condition Survey for Cape Porpoise and the Kennebunk River.

SHOREFRONT OWNER: A person who owns Kennebunkport shorefront property with a minimum 100 feet of shore frontage on Kennebunkport Waters who can demonstrate that a Mooring Site fronting their property is both practicable and safe.

VESSEL: Any type of watercraft, including a ship, boat, barge, float or craft, other than a seaplane, used or capable of being used as a means of transportation on water. For purposes of this Ordinance, floating docks including commercial work floats and lobster, crab and shellfish cars are vessels.

VESSEL OWNER: The person who can demonstrate the controlling interest in a Vessel and who is named on the boat registration or the person identified as the managing owner on the U.S.C.G. Certificate of Documentation.

3. HARBOR MASTER

3.1 APPOINTMENT AND COMPENSATION

Pursuant to the Kennebunkport Administrative Code, Article III, the Board of Selectmen shall annually appoint a Harbor Master who shall be subject to all the duties and liabilities of that office as prescribed by state law, regulations adopted by the municipal officers and municipal ordinances. Pursuant to the Kennebunkport Administrative Code, Article II, the Town Manager shall establish compensation and may remove the Harbor Master for cause after notice and hearing and appoint another instead.

3.2 POWERS AND DUTIES

3.2.1 Removal of Vessels

The Harbor Master, upon complaint from the master, owner or agent of any Vessel, shall cause any other Vessel or Vessels obstructing the free movement or safe anchorage of that Vessel to be removed to a position as designated by the Harbor Master and may, without any complaint being made, cause any Vessels anchoring within the ship channels to be removed to such anchorage as the Harbor Master may designate. If that Vessel has no crew on board or if the master or other person in charge neglects or refuses to move such Vessel as directed by the Harbor Master, the Harbor Master may put a suitable crew on board and move that Vessel to a suitable berth at a wharf or anchorage at the expense and risk of the owner(s) of the Vessel and shall charge a Vessel Removal Fee plus expenses, to be paid to the Town of Kennebunkport by the master or owner of that Vessel.

Once a Vessel has been removed by the Harbor Master the owner of record shall be notified in writing and mailed a notice via US Mail certified return receipt. Such notice shall give the owner 30 calendar days to relocate the Vessel to a suitable location and pay a Vessel Removal Fee as set by the Board of Selectmen. Should the Vessel not be relocated within the set time period a fine of up to \$100 per day

may be assessed until the Vessel is relocated. After 60 calendar days the Vessel may be declared abandoned. Abandoned Vessels may be disposed of at the direction of the Harbor Master.

3.2.2 Mooring Removal or Replacement

In case of neglect or refusal of the Mooring Permittee to remove a Mooring or to replace it by one of a different character when so directed by the Harbor Master, the Harbor Master shall cause the entire Mooring to be removed or shall make such change in the character of the Mooring as required and shall charge a Mooring Removal/Replacement Fee, plus expenses, to be paid to the Town of Kennebunkport by the Mooring Permittee for either of those services rendered. Before removing a Mooring, the Harbor Master shall notify the Mooring Permittee by first class mail, at the address on the current Mooring Application, of the action desired, the fact that the Mooring will be removed, and the amount of the Mooring Removal/Replacement Fee. If the matter is not settled to the Harbor Master's satisfaction within 14 days, the Harbor Master may take any action provided for in this section.

The Harbor Master is authorized to remove any unmarked and/or unauthorized moorings. The Harbor Master may remove the mooring immediately and shall charge a Mooring Removal Fee, plus expenses to be paid to the Town of Kennebunkport by the owner of the unmarked and/or unauthorized mooring.

3.2.3 Training

The Harbor Master shall complete training as required by Title 38 M.R.S.A. §1-A, as amended. In addition the Harbormaster shall be required to attend the annual Harbormaster training by the Maine Harbormasters Association.

4. MOORINGS

4.1 ANCHORAGES

No person shall place or allow to anchor or to lay any Vessel in any position in Kennebunkport Waters for more than 72 hours unless written permission has been granted by the Harbormaster. The Harbormaster may designate a specific area available as a general anchoring area.

4.2 DESIGNATION OF MOORING SITES

The Harbor Master shall designate Mooring Sites in accordance with Title 38 M.R.S.A., § 3, as amended. Mooring Sites shall be permitted for the sole use of the Vessel indicated on the application. Any change in the Vessel using the Mooring Site must be in accordance with this ordinance and state law and have the written approval of the Harbor Master.

The Harbor Master shall have the authority to determine the total number of allowed moorings based on available Mooring Sites. The Harbor Master may

consult with the Board of Selectmen and any other appropriate authority to determine mooring areas and their capacity. Commercial Moorings shall comprise at least 60% of the total number of Mooring Sites within Cape Porpoise Harbor. If an existing Commercial Mooring becomes available within Cape Porpoise Harbor, it may not be assigned for use as a Recreational or Transient Mooring if such assignment would cause the number of Commercial Moorings to constitute less than 60% of the total number of available mooring sites within Cape Porpoise Harbor. Mooring Sites outside of Cape Porpoise Harbor may be designated commercial, recreational, or transient at the discretion of the Harbor Master.

The Harbor Master may change the location of assigned Mooring Sites when the crowded condition of the harbor, the need to conform with Title 38 M.R.S.A., §§ 3, 7-A, or other conditions render the change desirable.

4.3 MOORING PERMIT

4.3.1 Application

Application for a Mooring Permit shall be made annually and shall contain the information set forth on the application. The applicant must demonstrate that the applicant is the Vessel Owner of the Vessel associated with the Mooring. An application will not be processed unless it is complete, the payment of required fees, including excise taxes or other taxes or charges owed to the Town of Kennebunkport, or its agent, are made prior to May 1st and there be a current Mooring Inspection Certification on file with the Harbor Master. At the time of each annual review of Mooring Permits, existing Mooring Permittees shall be given priority over other applications for a Mooring.

The Harbor Master shall deny any application where incorrect information is submitted, where outstanding Kennebunkport pier use fees or fuel fees are owed to the Town, or where an applicant is not in compliance with this ordinance.

4.3.2 Waiting List

The Harbor Master shall maintain a Mooring Permit Waiting List and a Mooring Relocation Waiting List each of which shall be available for inspection at the Harbor Master's office. The operation of all waiting lists shall conform to Title 38 M.R.S.A., § 7-A as amended.

All persons desiring mooring space in Kennebunkport Waters shall place their name and the type of mooring desired on the Mooring Permit Waiting List. All Mooring Permittees desiring a different Mooring Site shall place their names and their desired mooring location on the Mooring Relocation Waiting List. A fee may be charged to be placed on the Mooring Permit Waiting List which shall be applied against the mooring permit fee as a

credit the year the mooring is placed. The Mooring Permit Waiting List will be operated on a first come first serve basis, priority being given as stated below:

1. Commercial fishing vessel owners.
2. Shorefront property owners.
3. Recreational vessel owners.
4. Transient moorings to be operated by the Town of Kennebunkport.
5. Transient moorings to be operated by any other person. The Mooring Relocation Waiting List will be operated on a first come first serve basis. The Harbor Master shall attempt to accommodate any request for a relocated Mooring Site when, in the Harbor Master's discretion, conditions do not render the relocation undesirable, and the relocation is consistent with Section 4.2.

4.3.3 To Whom Issued

A Recreational Mooring Permit shall only be issued to the Vessel Owner and a Commercial Mooring Permit shall only be issued to an officer or principal of the Commercial Fisheries Business. A Transient Mooring Permit shall be issued to the person who will maintain and operate the Transient Mooring.

4.3.4 Conversion

A Mooring shall not be converted from the class of Mooring originally permitted if such conversion would be inconsistent with Section 4.2.

4.4 MOORING IDENTIFICATION

All Moorings shall have the number of the Mooring Permittee indicated on the float or buoy above the water line for the purposes of identification. Such number and name shall be displayed in at least three (3) inch letters and be legible at all times. Mooring buoys shall be white with a single blue horizontal band clearly visible above the water line.

4.5 PLACEMENT OF MOORINGS

No person shall place a Mooring of any type within the boundaries of Kennebunkport Waters without a Mooring Permit issued by the Town of Kennebunkport's Harbor Master.

4.6 SIZE AND CONSTRUCTION

All Moorings shall be of a suitable size and construction for the Vessel. Mushroom or pyramid anchors are recommended, unless the owner can demonstrate holding power adequate for his boat. Blocks are permitted however they may only be granite; concrete or cement blocks are not allowed. The weight of the Mooring anchor shall conform to the requirements of either the chart or formulas below. Chain size shall conform to the chart below, regardless of whether the weight conforms to the chart or formulas below.

Length of Boat	Weight of Mooring Anchor	Chain Size
(Feet)	(Pounds)	(Minimum)
20' Or Less	500	1/2"
20' To 30'	1000	1"
30' To 40'	1500	1 1/4"
40' To 60'	2000	1 1/2"

Mooring weight: To determine the minimum weight of a mushroom or pyramid anchor, multiply the length on deck (ft.) by the beam (ft.) by 1.5. The product is the minimum mooring weight in pounds.

Example: Boat length 31 ft., beam 10 ft.
 $31 \times 10 \times 1.5 = 465$ lbs. minimum weight.
Round up to the next even mooring size.

Shallow water (restricted) moorings: are set in less than less than 6 feet of water at high tide for boats twenty (20) feet or less. Minimum Requirements shall be length x beam = anchor weight for mushroom or pyramid anchors (minimum weight 50 pounds). _____

Dead weight anchors length x beam x 1.5 x 2 = dead weight.

4.7 INSPECTION OF MOORINGS

The Board of Selectmen shall have the authority to approve regulations to establish a program requiring the inspection of moorings.

4.8 DENIAL

The Harbor Master may deny the replacement or use of a Mooring if in the judgment of the Harbor Master, the Vessel is:

4.8.1 Structurally unsafe;

4.8.2 Emitting obnoxious fumes, oils, or any other substance detrimental to the safety or comfort of others, including any pollution of its waters, shores and flats;

4.8.3 Of inappropriate size for the Mooring; or

4.8.4 Causing damage to Town owned waterfront facilities.

4.9 NON-USE OF MOORINGS

If a Mooring Permittee fails to use the assigned Mooring Site or Mooring for the Vessel listed on the current Mooring Permit during the term (June 1 to May 31) of that permit, the Mooring Permit shall not be renewed. A Mooring Permittee may appeal such non-renewal to the Board of Selectmen pursuant to Section 10 of this Ordinance.

4.10 MOORING ASSIGNMENTS

4.10.1 There shall be no transfer of a Mooring Permit or an assigned Mooring Site and no renting of a Recreational or Commercial Mooring, except for good cause with the prior written approval of the Harbor Master and, if otherwise required by law, the Army Corps of Engineers, or as otherwise noted in this ordinance. Municipal and Commercial Transient moorings are permitted to be rented.

4.10.2 A Mooring Permittee shall promptly notify the Harbor Master of a proposed change of Vessel on a Recreational or Commercial Mooring. Such change of Vessel shall be permitted only with the prior written approval of the Harbor Master.

4.10.3 Any assigned Mooring Site used for commercial fishing purposes may be transferred only at the request or death of the Permittee, and only to a member of the Permittee's family and only if the mooring assignment will continue to be used for commercial purposes. For the purpose of this section, "member of the permittee's family" means a Permittee's parent, child, or sibling, by birth or by adoption including a relation of the half blood or an assignee's spouse.

4.10.4 As of the effective date of this Ordinance a vessel may only be assigned to a single mooring site.

5. FEES AND FINES

The Board of Selectmen shall establish and provide for the collection of Fees including but not limited to Fees for Mooring Permits and the Mooring Permit Waiting List, and may establish and provide for the collection of Fees for the inspection of moorings. The Board of Selectmen may establish and provide for the collection of Fines for violations of this Ordinance. Such Fees may be a flat amount or vary according to the size of the Vessel. Fines may be a flat amount or vary according to the infraction or violation. The Vessel Removal Fee and Mooring Removal/Replacement Fee shall be consistent with Title 38 M.R.S.A. §§ 4.5. A schedule of the Fees and Fines established under this section shall be available at the Town Office and from the Harbor Master. Fees and Fines shall be set by the Board of Selectmen annually and will be effective upon adoption by the Board of Selectmen at a public meeting. If a Fee and Fine is not paid in the prescribed time, after billing, the Mooring Permit will be void and the Mooring Site reassigned to the next eligible individual on the Mooring Permit Waiting List.

6. ABANDONMENT

No person shall cause to be abandoned any Vessel, floating device, cradle, or any other obstruction on the shore within Kennebunkport Waters. Any such object left within the confines of Kennebunkport Waters and which has been unattended for a period of ninety (90) days shall be deemed to be abandoned. The Harbor Master shall then order the last owner of any such abandoned Vessel, floating device, cradle or other obstruction, if such owner is ascertainable, to remove same within thirty (30) days. Upon refusal or failure to do so, the Harbor Master shall cause its removal or destruction at the cost of the said last ascertainable owner. Any violation of the above shall be considered a Class E crime pursuant to Title 38 M.R.S.A. § 9, and further punishable as set forth in this Ordinance.

7. POLLUTION

Except in case of emergency imperiling life or property or unavoidable accident, collision, or stranding, no person shall discharge, or suffer, or permit the discharge of sewage, garbage, trash or other refuse of any kind, by any method, means, or manner into or upon Town wharves or docks or Kennebunkport Waters.

8. RULES AND REGULATIONS

The Harbor Master shall recommend to the Board of Selectmen for adoption such rules and regulations as shall be necessary to implement the intent of this ordinance.

9. ENFORCEMENT

9.1 ENFORCEMENT BY THE HARBOR MASTER

It is the duty of the Harbor Master to enforce the provisions of this Ordinance. No person shall fail to observe any lawful order of the Harbor Master with reference to the navigation and disposition of Vessels or Moorings within Kennebunkport Waters. If, after investigation, the Harbor Master finds that any provision of this Ordinance is being violated, he or she shall give written notice delivered by hand, if the owner agrees to sign a receipt for the notice, or by certified mail, return receipt requested, to the person responsible for such violation, and/or to the owner and/or to the operator of such Vessel. The notice shall indicate the nature of the violation and order the action necessary to correct it, including discontinuance of illegal use of moorings, or work being done, removal of illegal moorings, fishing equipment and abatement of nuisance conditions. The notice shall demand that the violation be abated within some designated reasonable time. If after such notice, the violation is not abated within the time specified, the Harbor Master shall take appropriate measures to enforce this Ordinance including notifying the Selectmen of the need to institute appropriate action in the name of the Town of Kennebunkport to prevent, enjoin, restrain or abate any violation of this Ordinance. A copy of each such notice of violation shall be submitted to the Board of Selectmen and be maintained as a permanent record.

9.2 ENFORCEMENT BY LAW ENFORCEMENT OFFICERS

In addition to the Harbor Master, any law enforcement officer vested with the authority to carry a weapon and make an arrest shall have the authority to enforce the provisions of this Ordinance.

9.3 MISDEMEANOR FINES; SEPARATE VIOLATIONS

Any person who violates any provision of this Ordinance or a lawful order of the Harbor Master shall be subject to a Fine. Each day that a violation continues, without action to effect abatement after receipt of notification by the Harbor Master, shall be considered a separate violation for purposes of this section. Pursuant to 38 M.R.S.A. § 13, an intentionally, knowingly, or recklessly failing to obey any lawful order of the harbormaster is a Class E Crime.

9.4. LEGAL ACTION

The Harbor Master may impose Fines as approved by the Board of Selectmen as may be appropriate to enforce any provision of this Ordinance. The Board of Selectmen, upon notice from the Harbor Master, are hereby authorized and directed to institute any and all action and proceedings, either legal and/or equitable, including seeking injunctions of violations and the collection of Fees or Fines as may be appropriate or necessary to enforce the provisions of this ordinance in the name of the Town. In any such action in which the town prevails, the town shall be awarded reasonable attorney's fees and the cost of suit in addition to any other relief to which it may be entitled.

10. APPEALS

The Board of Selectmen shall hear and decide appeals alleging error by the Harbor Master in the administration of this ordinance. The aggrieved person must make a written appeal within thirty (30) days of the date of the decision being appealed and the Board of Selectmen shall hold a public hearing within thirty (30) days from the date of receipt of the appeal. The Board may establish additional rules and procedures for such hearings. A party aggrieved by the decision of the Board may appeal it to Superior Court within thirty (30) days from the date of the original decision pursuant to Maine Rules of Civil Procedure, Rule 80B.



Agenda Item Divider



MEMORANDUM

To: Board of Selectmen
Fr: Laurie Smith, Town Manager
Re: Closed Point of Dispensary (POD)
Dt: August 6, 2018

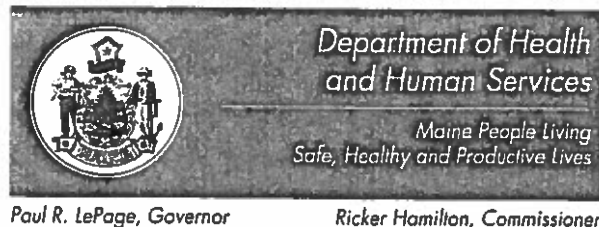
Town staff and I have been discussing the possibility of establishing a "closed" point of dispensary (POD) for Town staff and residents. The Maine (and federal) Center for Disease Control has a readiness initiative that would allow the CDC to deploy their national stockpile of life-saving pharmaceuticals and medical supplies to protect the American public in a public health emergency severe enough to deplete local supplies. This could equate to an act of terrorism or large outbreak of some kind. The Cities Readiness Initiative program focuses on enhancing preparedness in large metropolitan areas and/or amongst large employers (hospitals, universities, L.L. Bean, etc).

The Town of Kennebunkport has been approached to consider partnering with the State of Maine in becoming a Closed POD. A Closed POD only supplies medications for their own population, rather than the public at large. The benefit would be we could get medications to Town staff quickly in order to continue to provide needed services. Secondly, we would be in a position to provide medicines to our residents and visitors, rather than forcing them to travel and wait at a statewide POD. In the event of an emergency of this nature, individuals would arrive at a designated location with paperwork that they would print from a website. The paperwork identifies their name, number of doses needed for themselves and any family and they answer basic medical questions to insure the medication will not interact poorly with them.

In most cases we would host a drive-up dispensary as it is proven to be the most effective at quickly getting people the medications and handling the most people per hour. Our staff has been examining potential POD locations, to include the Fire Stations, Consolidated School and the Kennebunkport Conservation Trust building. The issue at the fire stations is the potential backup of traffic on major roads and impacting public safety staff that may be working the emergency. The school's parking lot does not facilitate an easy traffic pattern either. As we began to think of other locations where we could stack traffic, host people with additional questions, and not impact traffic and congestion. This led us to the idea of hosting at the Conservation Trust building, which has been approved by KCT. In the event of an actual emergency we use the facility that makes the most sense, given the circumstances.

I am requesting authorization from the Board of Selectmen to enter into the Memorandum of Understanding with the State of Maine for the establishment of a POD.

8



**Memorandum of Understanding Between
The Department of Health and Human Services,
Maine Center for Disease Control and Prevention
And
Town of Kennebunkport
Regarding Mass Dispensing as a
Closed Point of Dispensing**

I. Parties

This Memorandum of Understanding (MOU) is between the Department of Health and Human Services (Maine DHHS), Maine Center for Disease Control and Prevention (Maine CDC) and Town of Kennebunkport, a facility or partner that may serve as a *closed* Point of Dispensing (POD).

II. Purpose

This MOU is a component of the Statewide emergency operations plan for severe public health emergencies that may occur in Maine.

The purpose of this Agreement is to establish mutual understanding between the parties and acknowledge each party's responsibilities related to severe public health emergencies that necessitate the deployment of medical countermeasures from the U.S. CDC's Strategic National Stockpile (SNS).

III. Definitions

- A. Strategic National Stockpile (SNS): The mission of the SNS is to ensure the availability of critical medical assets at the scene of any severe public health emergency. At the federal level, management of the SNS program is the responsibility of the U.S. Centers for Disease Control & Prevention (U.S. CDC). Within Maine, Maine DHHS, Maine CDC, is charged with SNS preparedness and response. The SNS program manages large quantities of pharmaceuticals and medical supplies to protect the American public if there is a public health emergency (e.g. terrorist attack, influenza pandemic, natural disaster, etc.) severe enough to deplete local and state supplies.

Once federal and State authorities agree that SNS support is needed, a "Push Package," containing a broad spectrum of pharmaceutical and medical supplies, may be delivered to Maine within 12 hours.

If specific pharmaceuticals and medical supplies are required, “Managed Inventory” may also be requested and would arrive in the State between 24-48 hours after requested. Through Managed Inventory, the State has access to a diverse selection of pharmaceuticals and medical supplies.

Each state has plans to receive SNS assets at a Receipt, Staging, and Storage (RSS) warehouse and to distribute supplies to local communities as quickly as possible.

- B. Severe Public Health Emergency: A severe public health emergency is any incident that poses a threat to the health of the community and which exceeds the capacity of local and State resources to respond. Such incidents could include, but are not limited to, naturally occurring disease epidemics/pandemics, natural disasters and the intentional or accidental release of chemical or biological agents.
- C. Open Point of Dispensing (open POD): Open PODs are clinics designated to rapidly dispense pharmaceuticals and/or administer vaccinations in a severe public health emergency to **impacted public populations**, who are not ill as a result of the emergency event.
- D. Closed Point of Dispensing (closed POD): Closed PODs are clinics designated to rapidly dispense pharmaceuticals and/or administer vaccinations in a severe public health emergency to **specific, pre-determined populations only**, who are not ill as a result of the emergency event.
- E. Hybrid Point of Dispensing (hybrid POD): Hybrid PODs are clinics designed to rapidly dispense pharmaceuticals and/or administer vaccinations in a severe public health emergency to **specific populations and/or impacted public populations** (i.e. serve as an open and/or closed POD), who are not ill as a result of the emergency event.

IV. Ongoing Responsibilities:

A. Town of Kennebunkport agrees:

1. In the event of a severe public health emergency, a closed POD may be established at a location chosen by Town of Kennebunkport to provide prophylaxis and/or medical supplies to the residents of Kennebunkport, staff and their families.
2. Town of Kennebunkport agrees that the sole determination of the existence of a qualifying public health emergency shall lie with the Maine CDC, in conjunction with the Governor’s Office and the Maine Emergency Management Agency (MEMA).
3. To request pharmaceuticals according to the number of residents, staff and identified household family members.
4. To assume the responsibility of dispensing to those individuals identified above, at a site chosen by Town of Kennebunkport and staffed by Town of Kennebunkport’s employees.

5. To utilize pharmaceuticals in accordance with the policies and procedures outlined in Maine's Medical Countermeasure Response Annex (formerly the Maine Strategic National Stockpile Plan).
6. To dispense pharmaceuticals pursuant to established medical protocols/algorithms (provided by Maine CDC at time of the event).
7. Not to charge individuals for pharmaceuticals or their administration, as provided by this Agreement.
8. To participate in Maine CDC-sponsored dispensing training/education opportunities if applicable and in a mutually agreed-upon timeframe.
9. To provide up-to-date primary, secondary, and tertiary emergency points of contact (POC) information to ensure timely notification of Town of Kennebunkport in the event of a severe public health emergency and participate in communication tests.
10. To maintain accurate records (inventory) of pharmaceuticals dispensed.
11. To secure any unused pharmaceuticals, dispensing and/or medical supplies until a time the Maine CDC can make arrangements for retrieval.
12. Town of Kennebunkport will supply the necessary equipment to operate the closed POD unless additional equipment is requested from the Maine CDC. On-site equipment includes such items as: computers, printers, office supplies, tables, chairs, basic clinic supplies and basic communications equipment.
13. Town of Kennebunkport will determine the length of time the facility would need to be utilized to operate the closed POD for any given incident.
14. To participate in After Action Reports with the Maine CDC (following the emergency) to identify lessons learned.

B. The Maine CDC Agrees:

1. To provide SNS assets, which may include both pharmaceuticals and medical supplies depending on the emergency, to Town of Kennebunkport and will collaborate with the Town of Kennebunkport to enhance its ability to respond to severe public health emergencies.
2. To provide mass dispensing specific training/education opportunities to identified staff of Town of Kennebunkport if applicable.
3. To provide pre-event planning and technical assistance, including but not limited to supply lists, POD layouts, fact sheets, dispensing algorithms, field operations guides, etc.

4. To ensure delivery of the appropriate amount of pharmaceuticals in a reasonable, timely manner (based on the incident and availability).
5. To ensure that no fee of any kind is charged for the assets or any function associated with dispensing activities.
6. To provide coordination as outlined in Maine's Medical Countermeasure Response Annex (formerly the Maine Strategic National Stockpile Plan).
7. To provide Town of Kennebunkport with proper standing orders and medical protocols, including but not limited to dosages, follow-up procedures, and releasable information regarding the public health emergency situation.
8. To provide Town of Kennebunkport with technical consultation and assistance as needed and available for the given public health emergency.
9. To provide up-to-date primary, secondary, and tertiary points of contact (POC) to Town of Kennebunkport.
10. To make arrangements to collect any unused pharmaceuticals, dispensing and/or medical supplies.
11. To provide an opportunity for After Action Report participation to Town of Kennebunkport.

C. Both Parties Mutually Agree:

1. This MOU will not supersede any laws, rules or policies of either party.
2. This MOU will go into effect only at the request and direction of the Maine CDC
3. Town of Kennebunkport would be considered a closed POD in that it is not authorized to dispense pharmaceuticals to the "general public" (only residents, staff and their families).
4. No provision of this MOU shall limit the ability of Town of Kennebunkport to perform its private business operations.
5. It is understood that the Town of Kennebunkport's participation is completely voluntary and may not be available/utilized at the time of the event. In that case, Town of Kennebunkport would not be considered a closed POD and their residents, staff and families would be directed to attend an open POD operated by the Maine CDC and not receive any preferential treatment.
6. No reimbursement or compensation will be made by either party to the other for responsibilities described herein.

7. The parties expressly agree that this Agreement is not intended and shall not be construed to create the relationship of employer, employee, agent, servant, partnership, joint venture or association between the parties hereto or any of their directors, officers, employees or agents.
8. The parties hereby agree that they will not incur any obligations on the part of the other party or act as agent of the other party and agree that neither party has the authority to bind the other.

V. Activation

If a severe public health emergency was to occur and result in the request of the SNS, the leaders of Town of Kennebunkport could determine if their facility would need to be activated as a closed POD or could activate based on the recommendation of Maine CDC. The Maine CDC will be responsible for asset delivery to the facility and would consult with the designated Town of Kennebunkport representative(s) to mutually establish the most agreeable time for delivery to the Town of Kennebunkport. Town of Kennebunkport agrees to have a representative present at the site when the Maine CDC representative(s) is/are expected to arrive with the assets. Town of Kennebunkport agrees to notify the Maine CDC if the location of the closed POD is changed (i.e. to a different facility), to assure that assets arrive at the correct location.

VI. Confidentiality

To the extent that the services carried out under this Agreement involve the use, disclosure, access to, acquisition or maintenance of information that actually or reasonably could identify an individual or consumer receiving benefits or services from or through the Department ("Protected Information"), the Provider agrees to 1) maintain the confidentiality and security of such Protected Information as required by applicable State and federal laws, rules, regulations and Department policy, 2) contact the Department within 24 hours of a privacy or security incident that actually or potentially could be a breach of Protected Information and 3) cooperate with the Department by phone in its investigation and any required reporting and notification of individuals regarding such incident involving Protected Information. To the extent that a breach of Protected Information is caused by the Provider or one of its subcontractors or agents, the Provider agrees to pay the cost of notification, as well as any financial costs and/or penalties incurred by the Department as a result of such breach.

VII. Terms of Agreement

This Agreement shall be effective upon signature of both parties. This Agreement shall be reviewed and re-signed every five years. All parties understand that this Agreement may be terminated at any time by written notification from either party to the other.

Details contained herein may be altered with written mutual consent and Agreement between Maine CDC and Town of Kennebunkport and may be amended at any time at the request of either party.

VIII. Capacity to enter into Agreement

The persons executing this Memorandum of Understanding on behalf of their respective entities hereby warrant that they have the right, power, legal capacity, and appropriate authority to enter into this Memorandum of Understanding on behalf of the entity for which they sign.

IX. Payment Terms
No monetary Value.

X. Signatures

Town of Kennebunkport

Signature

Printed name

Title

Date

Department of Health and Human Services

Signature

Ricker Hamilton

Printed name

Commissioner

Title

Date

Appendix 1: Points of Contact (POCs)

Maine CDC POCs

Primary Contact:

Name:	Kara Tudman
Title:	Medical Countermeasures Manager
Office Phone:	(207) 287-2740
Cell Phone:	(207) 441-6785
Fax :	(207) 287-4612
E-mail:	Kara.tudman@maine.gov
Mailing Address:	286 Water Street, Key Plaza, 4 th Floor, Augusta ME 04333

Secondary Contact:

Name:	William Jenkins
Title:	Director, Public Health Emergency Preparedness
Office Phone:	(207) 287-5182
Cell Phone:	(207) 557-1133
Fax :	(207) 287-4612
E-mail:	William.jenkins@maine.gov

Tertiary Contact:

Name:	James Markiewicz
Title:	Director, Division of Public Health Operations
Office Phone:	(207) 287-8104
Cell Phone:	(207) 441-6839
Fax :	(207) 287-4612
E-mail:	James.markiewicz@maine.gov

Town of Kennebunkport POCs

Primary Contact:

Name:	
Title:	
Office Phone:	
Cell Phone:	
Emergency Phone:	
Fax :	
E-mail:	
Physical address:	

Secondary Contact:

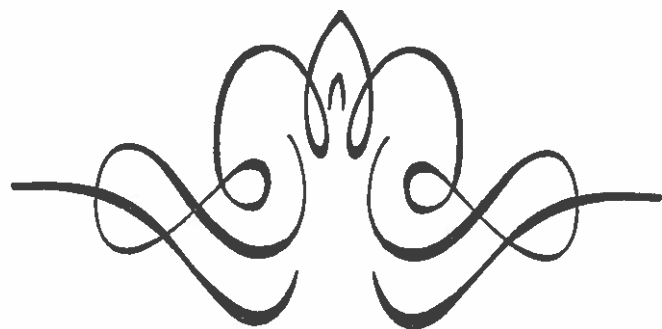
Name:	
Title:	
Office Phone:	
Cell Phone:	
Fax :	
E-mail:	

Tertiary Contact:

Name:	
Title:	
Office Phone:	
Cell Phone:	
Fax :	
E-mail:	



Agenda Item Divider



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SOLID WASTE RULES AND REGULATIONS TOWN OF KENNEBUNKPORT KENNEBUNKPORT, MAINE

1.0 GENERAL

These Rules and Regulations for the collection, transportation and disposal of solid waste in the Town of Kennebunkport ("the Town") have been adopted by the Board of Selectmen as authorized by the Solid Waste Ordinance, and should be read in conjunction with the Solid Waste Ordinance. The rules and regulations may be updated by the Board of Selectmen from time to time. It shall be the responsibility of each licensed hauler to have the most current copy of the rules and regulations and the Solid Waste Ordinance.

2.0 WASTE HAULING PERMIT

The owner of each vehicle collecting solid waste for disposal at Pine Tree Waste/Casella in Westbrook shall obtain a permit for that vehicle from the Board of Selectmen prior to the use of that vehicle to collect and dispose of any waste in the Town. Permit applications shall be submitted to the Town on forms provided by the Town for that purpose. The Board of Selectmen shall review the application and may require the applicant to appear before the Board to provide relevant information and respond to questions. The Board shall make a decision within sixty (60) days of receipt of a complete application and shall grant the permit upon a finding by the Board that the applicant has met all the requirements of the Solid Waste Ordinance, these Rules and Regulations, and the Waste Handling Agreement dated July 1, 2004 and any amendments thereto between the Town of Kennebunkport and Pine Tree Waste/Casella in Westbrook. Permits shall be renewed on an annual basis in accordance with the foregoing procedures.

Before obtaining a permit, every vehicle owner or hauler must establish reasonable financial responsibility for delivering waste safely and competently to the Pine Tree Waste/Casella in Westbrook facility on behalf of the Town.

Every vehicle owner or hauler seeking a permit under this section must agree to comply with the hauler regulations adopted from time to time by Pine Tree Waste/Casella in Westbrook with respect to delivery of waste to the Pine Tree Waste/Casella in Westbrook facility, including any regulation prohibiting delivery of Unacceptable Waste, as that term is defined in the Solid Waste Ordinance.

Every vehicle owner or hauler seeking a permit under this section must agree to notify Pine Tree Waste/Casella in Westbrook's weigh station operator and/or waste delivery inspector if their load contains pathological waste or hazardous waste or is from a source such as a hospital or other place likely to produce pathological waste or hazardous waste.

Failure to comply in any material respect with Pine Tree Waste/Casella in Westbrook's hauler regulations on two or more occasions within a 12-month period may result in suspension or revocation of the permit (see sections 15.0 and 16.0).

3.0 DISPOSAL SITE

3.1 The following sites are approved disposal sites for each waste stream listed. No other site shall be used for waste originating in the Town without written authorization of the Board of Selectmen.

3.1.1 Acceptable Waste (as defined in the Solid Waste Ordinance): Pine Tree Waste/Casella in Westbrook, Biddeford or its backup facilities in the event of a breakdown.

3.1.2 White Goods: The Demolition Debris Transfer Station, Sea Rd. Kennebunk or Saco Steel, Saco.

3.1.3 Brush and Demolition Debris: Demolition Debris Transfer Station, Sea Rd. Kennebunk.

3.1.4 Hazardous Waste: State approved site for the specific waste..

3.1.5 Recyclable Material: Every other week curbside or Recycle Transfer Station, Sea Road, Kennebunk.

3.1.6 Stumps and grubblings: J.A. Simpson, Inc., 281 Jagger Mill Road, Sanford, ME or other licensed facility.

3.1.7 Organic Waste (including fibrous materials and food waste): Maine DEP Approved Processing Facilities and Composting Facilities.

Acceptable waste for Pine Tree Waste/Casella in Westbrook: See definition of Acceptable Waste in Solid Waste Ordinance.

3.2 Acceptable waste for Sea Road Demolition Debris Transfer Station: Construction and demolition debris, brush, leaves, lawn wastes. Other wastes acceptable at the Demolition Debris Transfer Station include

but are not limited to, asphalt shingles, and non-recyclable metal and plastic. (For additional information and a list of acceptable sites for special wastes, call the Maine Department of Environmental Protection, (207) 289-2111.)

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- 3.3 Any project required to be reviewed by the Planning Board for site plan or subdivision approval is required to use a facility licensed by the Maine Department of Environmental Protection.

4.0 FEE

- 4.1 For each vehicle hauling waste to Pine Tree Waste/Casella in Westbrook, an annual fee of one hundred dollars (\$100.00) shall be assessed for the period of June 1 to May 31 or any portion thereof.
- 4.2 A fee for disposal of demolition debris will be charged as assessed by current contractor of Sea Road Demolition Debris Transfer Station. Cash payments will be accepted at the facility.
- 4.3 A fee for white good disposal will be charged as assessed by current contractor of Sea Road Demolition Debris Transfer Station. Cash payments will be accepted at the facility.

5.0 PLACARD

Each vehicle which is issued a permit for use of the Pine Tree Waste/Casella in Westbrook facility by the selectmen may be issued a placard which shall be affixed to the vehicle. The placard shall be affixed to the vehicle at all times that waste is being collected or conveyed to the approved disposal site.

6.0 DISPOSAL FEES

The Town of Kennebunkport will pay the tipping fee for all Acceptable Waste originating from and collected within the Town and delivered to Pine Tree Waste/Casella in Westbrook. Tipping fees at all other disposal facilities shall be the responsibility of the licensed hauler, unless otherwise agreed to in writing by the Board of Selectmen and the Hauler.

7.0 WASTE LOADS

Only waste originating from and collected within the Town and delivered to Pine Tree Waste/Casella in Westbrook shall be charged to the Town. Each

load charged to the Town shall consist solely of waste originating from the Town. Waste collected within the Town shall not be mixed with waste from any other community unless certified weighing equipment is built into the truck to assure proper origin for municipal charge. Prior approval of the selectmen is required for each hauler to use such scales for mixed loads.

8.0 VEHICLES

Vehicles licensed to collect waste within the Town which is to be delivered to Pine Tree Waste/Casella in Westbrook must be of a suitable design which is acceptable to Pine Tree Waste/Casella in Westbrook.

9.0 LITTER

- 9.1 Any licensed hauler servicing a residence shall collect all waste that has been left out to be picked up, including any items that may not be in containers, destruction of containers by animals, or other litter generated in connection with the waste disposal service. Any acceptable waste, once picked up at curbside, becomes the property of the hauler.

Any resident or business putting unacceptable waste or unacceptably contained waste out for collection shall remove the waste within 24 hours of notification by the Town or shall be subject to a fine imposed by the Board of Selectmen in accordance with Section 10.

- 9.2 Acceptable containers: In connection with the curbside waste collection service provided by the Town, the following containers shall be acceptable:

Cans or containers having handles, with a capacity not exceeding 35 gallons. Such cans or containers shall be tapered so that the diameter of the top is larger than the diameter of the bottom. They must have mechanically locking covers (friction or catching covers). The contents plus the container must not exceed forty (40) pounds. All containers are to be identified with either the family surname or with the street name and house number.

Unacceptable containers shall include paper bags, plastic bags (usage inside proper containers is approved), cardboard boxes, and 55 gallon drums. Loose or bundled waste is not acceptable. All containers must be in good condition. It is the responsibility of the hauler to determine the acceptability of containers. Unacceptable containers will not be collected, or if not in good condition, may be removed with the trash.

Any person or business putting waste out for curbside collection earlier than 4:00 PM the day prior to scheduled collection or failing to remove their containers from curb-side within 24 hours of pick-up shall be subject to a fine imposed by the Board of Selectmen as stated in the Solid Waste Ordinance, Article VI, 6.1 (Fines and Penalties).

- 9.3 Five (5) containers per residence are the limit allowed for weekly curbside pick-up.

10.0 FINES

The selectmen may impose a fine up to \$1,000 plus all costs incurred by the Town including legal fees, for each infraction of the Solid Waste Ordinance or these Rules and Regulations. Each waste load or day of violation shall be considered a separate violation which is subject to a separate fine.

11.0 CUSTOMER LIST

Each licensed hauler delivering waste to Pine Tree Waste/Casella in Westbrook shall supply a customer list to the Board of Selectmen. This list will be used to determine if the total amount of waste delivered to Pine Tree Waste/Casella in Westbrook is reasonably related to the amount of waste generated by that hauler's customers and for such other purposes as the Selectmen determine to be necessary. The total number of seasonal and year round customers shall be set forth. Each licensed hauler shall notify the Town on a monthly basis of changes in its customer list. These lists will be kept confidential by the Town.

12.0 PERMITTED HOURS OF COLLECTION

Unless otherwise approved by the Town, hours of solid waste collection, for all permit holders, shall start no earlier than 6:30 AM and shall be completed no later than 6:00 PM.

13.0 PERMITS NOT TRANSFERABLE

No permit shall be transferred to any person or to any other vehicle, and no license fee shall be refunded if the licensed activity is ceased prior to the expiration of the license. Purported transfers not in accordance with this section are void.

14.0 SUPPLEMENTATION OF APPLICATIONS

Whenever a permit is in effect, the licensee shall be responsible for notifying the Board of Selectmen in writing of any material change in facts set forth in the application for the permit within seven (7) days thereafter. Failure to comply with this requirement shall be a violation of this chapter.

15.0 STANDARD FOR DENIAL, SUSPENSION OR REVOCATION

A permit may be denied, suspended or revoked by the Board of Selectmen upon a determination of the existence of one or more of the following grounds:

- 15.1 Failure to fully complete the application forms, knowingly making an incorrect statement of a material nature on such form, failure to supply any additional documentation required or reasonably necessary to determine whether such license should be issued, failure to pay any fee required hereunder, or:
- 15.2 The licensee has violated any provision of the Solid Waste Ordinance or these Rules and Regulations in the course of the conduct of the activity for which the license has been issued.
- 15.3 The licensee has failed to comply in any material respect with Pine Tree Waste/Casella in Westbrook's hauler regulations on two or more occasions within a 12-month period.

16.0 RIGHT TO A HEARING

- 16.1 A permit may not be revoked or suspended without prior notice to the licensee and a hearing.
- 16.2 In the case of the suspension or revocation of a permit, a hearing shall be given to the licensee and a statement of the nature of the complaint constituting the basis for the proposed action shall be included in the notice of hearing. Unexcused failure of licensee to appear at the hearing shall be deemed a waiver of the right to said hearing.
- 16.3 Upon a determination that immediate and irreparable harm will be suffered by the public prior to the time that a hearing on suspension or revocation of a permit can be scheduled and upon a finding of probable cause for such suspension or revocation, the Board of Selectmen may suspend a permit, pending hearing, effective upon the giving of actual notice to the licensee; provided that the Board of Selectmen shall give an opportunity to be heard as soon as practicable thereafter. At any hearing, the licensee shall be given the opportunity to answer the

complaint and to present evidence. The complainant shall also be notified of the hearing and given the opportunity to be heard.

- 16.4 All suspensions or revocations shall be based upon substantial evidence and all hearings shall be conducted with substantial fairness. Strict adherence to the rules of evidence shall not be required.
- 16.5 All hearings on suspension or revocation of permits shall be held within thirty (30) days of delivery to licensee of the statement of complaint.

17.0 NOTICE OF HEARING

The Board of Selectmen shall give notice of the time and place of the hearing by regular United States mail at least seven (7) days in advance of the hearing date. Failure of any person other than the licensee or complainant to receive a notice of hearing shall not necessitate another hearing and shall not invalidate any action taken as a result thereof.

18.0 APPEALS

Any person aggrieved by a decision of the Board of Selectmen under these rules and regulations may appeal there from to the Superior Court in accordance with the provisions of Rule 80B of the Maine Rules of Civil Procedure.

19.0 EFFECTIVE DATE

These rules and regulations as amended shall be effective as of March 1, 1994.

Amended October 23, 2003, June 24, 2004, July 28, 2005 and November 26, 2013.



Agenda Item Divider





TOWN OF KENNEBUNKPORT, MAINE

— INCORPORATED 1653 —

MAINE'S FINEST RESORT

Date: 7/31/18

To: Laurie Smith

From: Chris Simeoni

Re: Grinder Pump Replacement

As part of our 2018-19 budget, we have budgeted \$25,000.00 to continue the replacement program started in 2014 for our grinder pump system. The new Barnes pumps have been working very well so we would like to continue purchasing these pumps. The price for 13 of these pumps is \$24,895.00. This price is direct from the manufacturer and they cover all shipping costs. This item is being sole sourced through the local distributor, Williamson New England Electric Motor Service Corporation, because of the manufacturer pricing. We are looking for approval from the Selectmen during the August 9th Selectmen's meeting for the same so that the order can be placed immediately following.

Thank you,

Christopher Simeoni

Deputy Director Public Works



WILLIAMSON
NEW ENGLAND ELECTRIC
MOTOR SERVICE CORP.

A division of THE WECO GROUP

25 Griffith Way, Chelsea, MA 02150
(617) 884-0200 fax (617) 884-3144
web: www.weco-group.com

Contact

Customer Number

KEN400

Quote Date

4/24/2018

Quote

MESM

Quote Number

SQ109036

Quote To:

TOWN OF KENNEBUNKPORT
PO BOX 1038
KENNEBUNKPORT, ME 04046
(207) 967-2245x

Ship To:

TOWN OF KENNEBUNKPORT
PO BOX 1038
KENNEBUNKPORT, ME 04046
(207) 967-2245x

Ship Via

OUR TRUCK

Terms

Net 30

Quoted By

Larry Mills

Customer RFQ

Customer PO

Product ID	Qty	Description	Sales Price	Total
PUMP	13	131281B - Barnes Upgrade Replacement Core, OGP two stage grinder pump (240V/1, 2Hp, 3450 RPM) with CI base, 15 ft. power cord, bare cable end (no EQD connection), 1-1/4" NPT discharge w/check and anti-siphon valve for flex hose connection, ESPS-150 with CI base, 15 ft. ESPS cord (113315). (special dual end cord length)	1,915.00	24,895.00
Comment	0	FREIGHT IS INCLUDED	0.00	0.00

3% Service charge above \$5000.00 on C. C.
We accept all major Credit Cards!
All returns are subject to a restocking fee
PLEASE REMIT PAYMENTS TO :
PO BOX 6265
CHELSEA, MA 02150

Subtotal:	24,895.00
Freight:	0.00
Other:	0.00
0.0000 % Sales Tax 1:	0.00
0.0000 % Sales Tax 2:	0.00
Total:	24,895.00

Thank You

Page 1 of 1

SIGNATURE: _____

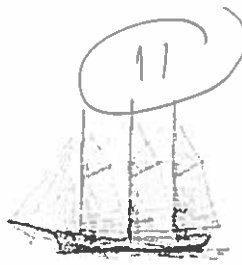
DATE: _____

PO# (IF NOT ALREADY ISSUED):



Agenda Item Divider





TOWN OF KENNEBUNKPORT, MAINE

~ INCORPORATED 1653 ~

MAINE'S FINEST RESORT

To: Laurie Smith

From: Michael Claus, Public Works Director *Michael W Claus*

Date: August 3, 2018

Re: Ocean Avenue Village Seawall Fairfield Creek to Nonantum Hotel –
Engineering Services and Utility Coordination

I have received a proposal from Woodard and Curran to perform engineering work for replacing the Ocean Avenue Village Seawall from Fairfield Creek to the Nonantum Hotel. Their work would be based on previous preliminary engineering work they have done for the Town of Kennebunkport and cost estimates they have developed which are the basis for our project budget. I recommend that the engineering work for this project be awarded to Woodard and Curran based on their previous work on this project which started in 2009 and their knowledge of our scheduling and budget requirements.

I have attached Woodard and Curran's proposal, the latest project estimate and Woodard and Curran's review of the guardrail requirements that need to be incorporated in the new seawall design.

I have spoken with KKWWD and Kennebunkport Wastewater regarding this project. KKWWD plans on replacing the water line in the project area in the spring of 2020. Wastewater plans on televising the sewer main on Ocean Avenue in the near future. Wastewater anticipates that any sewer main repairs would involve lining of the existing main rather than replacement. Work on the sewer service connections in the Seawall replacement area at the Rinaldi Residence and the River Club will be incorporated in the project plans. There is one large cross cuvert in the project area. This will be replaced and coordinated with KKWWD and the Wastewater division.

**COMMITMENT & INTEGRITY
DRIVE RESULTS**

41 Hutchins Drive
Portland, Maine 04102
www.woodardcurran.com

T 800.426.4262
T 207.774.2112
F 207.774.6635



July 26, 2018

Michael W. Claus, Director
Town of Kennebunkport Public Works Department
105 Beachwood Avenue
P.O. Box 566
Kennebunkport, Maine 04046

RE: Proposal for Professional Services – Village Retaining Wall Replacement

Dear Mike:

We appreciate this opportunity to provide you this proposal, following up on our Fall 2017 efforts evaluating and developing costs to replace the failing Village Retaining Wall on Ocean Avenue. As observed during our site walk on October 6, 2017 and subsequent site visit on October 30, the wall along the west side of Ocean Avenue between the Nonantum Resort property at 95 Ocean Avenue and the Glen Creek Bridge is failing, and along that length a small section of the wall in front of 107 Ocean Ave (the Rinaldi residence) has been undermined and is currently leaning out toward the Rinaldi's fence and pier deck.

Based upon Woodard & Curran's Ocean Ave Retaining Wall Replacement – Opinion of Probable Project Cost provided November 15, 2017, we understand the town has appropriated funds to replace the wall in the Town's FY19 budget. We anticipate construction would occur prior to Memorial Day or after Labor Day (2019) and we will work with the Town to bid the project to access the most competitive construction bidding climate.

Woodard & Curran envisions the design will utilize a high strength precast large-block modular wall system. Construction will require excavation alongside the existing wall to proper subgrade, saw-cutting and demolishing the existing wall, installing crushed stone base above the existing footing / existing wall base, installing the block wall on the crushed stone base and backfilling, and installation of crash rated guardrail with fall protection barrier at the top of the wall matching that on the Glen Creek Bridge. To complete the wall repair, we anticipate temporary removal and repair of decking and fencing at the Rinaldi residence. We anticipate new granite curb along the length of the disturbed area (from the southern driveway/curb cut at the Nonantum Resort to the north end of the Glen Creek Bridge) with new sidewalk and sidewalk base, and new roadway base and pavement within 3' of the curbline. The roughly 680LF work zone will be finished with a one-inch (1") mill and pavement overlay over the full width of roadway. With respect to the design of utilities, we anticipate designing the demolition of the existing 36" cross culvert and replacement with a new 3'x3' pre-cast embedded bottom box culvert, including replacement of 3 catch basins and a storm drain manhole.

It is worth noting, utilizing a modular block wall system in lieu of cast-in-place concrete will save on overall cost, save on time of installation, reduce impacts to the adjacent roadway (limiting traffic and utility impacts), reduce impacts on the resource area, and reduce impacts to adjacent private property. Several large-block modular retaining wall manufacturers exist in the area which will ensure the most competitive bidding environment for the Town's benefit.

Woodard & Curran (CONSULTANT) professional services related to developing construction documents, cost estimates and bid phase support for the replacement of the Village Retaining Wall includes an update to ground survey performed in 2009 by SGC Engineering, LLC



(SUBCONSULTANT) to verify plan locations and topographic information; developing permit applications and coordination with the regulatory agencies to obtain resource permits; developing publicly biddable construction plans and specifications including front end contract information and technical requirements; and providing bid phase support services.

SCOPE OF WORK

TASK 1 – SURVEY SERVICES

CONSULTANT will coordinate with its SUBCONSULTANT and update ground level planimetric and limited topographic survey information. Survey will extend to both sides of the street, approximately 15' outside of the ROW (where feasible), and will include roadway centerline, edge of pavement, inverts of existing culverts anticipated for replacement, manhole locations, and retaining wall limits. CONSULTANT will develop existing conditions plans with the survey information collected.

TASK 2 – PERMITTING

Permit-by-Rule regulations (Chapter 305) apply to certain activities covered under the Natural Resources Protection Act (NRPA). The regulations identify activities taking place in or adjacent to wetlands and waterbodies that should not significantly affect the environment if carried out according to the standards contained in the regulations. The entity proposing to do work that qualifies for Permit-by-Rule is required to file notice with the Maine Department of Environmental Protection (DEP) instead of preparing an individual permit application.

This Retaining Wall Replacement project is covered under Section 4 Replacement of Structures within Chapter 305 which applies to *"applies to the replacement of an existing permanent structure in, on, or over a coastal wetland, freshwater wetland, great pond, fragile mountain area, or river, stream or brook."*

CONSULTANT will prepare and as the Town's Agent submit the DEP Permit By Rule Notification Form under Chapter 305 Section (4) Replacement of Structures, inclusive of the necessary attachments.

Wall repair work occurring outside of the Coastal Wetland boundary is exempt from the review jurisdiction of the US Army Corps of Engineers (USACOE). We anticipate that work that occurs within the coastal wetland boundary qualifies as "Repair and Maintenance Work" under the Category 1 Notification to USACOE, which is simply a notification to the Corps of the planned work activity. There is no fee for a Category 1 notification filing with USACOE. We will prepare and submit this notification to USACOE for the project.

As part of the USACOE submission requirements, Woodard & Curran will request review by the Maine Historic Preservation Commission. Given the site's proximity to the Kennebunk River Club, a National Historic Place, the Commission may provide comment to the USACOE regarding the proposed project. Under this scope of work, Woodard & Curran will coordinate with the Commission upon receipt of contract authorization and proactively work with the Commission to obtain their feedback in a timely manner. Without formal communications and submissions to the Commission, and for purposes of this scope of proposal, Woodard & Curran assumes that the Maine Historic Preservation Commission will determine that the project does not create a significant impact to cultural resources and that additional studies will not be required.

TASK 3 – DESIGN SERVICES

During the permitting and design phase, CONSULTANT shall develop plans and specifications to publicly bid the project and will include erosion and sediment control requirements in compliance with Maine DEP standards. CONSULTANT will complete the following tasks as part of the design phase:



- A. Project Meetings: CONSULTANT anticipates attending up to two (2) project meetings during the design phase. The first meeting will be a progress meeting to present 80% design. The second meeting will be a final progress meeting to present final (100%) design prior to bid advertisement.
- B. Project Drawings: CONSULTANT will develop plan drawings depicting the proposed improvements. The plans will be designed at a scale of 1" = 20' and will indicate land features, proposed retaining walls and culverts. CONSULTANT will also develop the necessary detail sheets to depict the design intent. All components of the design will be designed based on design and construction standards for the Town of Kennebunkport.
- C. Technical Specifications: CONSULTANT shall prepare the Technical Specifications for the project based upon the State of Maine, Department of Transportation, Standard Specifications, Revision of November 2014; Technical Specifications will include Supplemental Specifications and Special Provisions. Within the Bid Documents, CONSULTANT will indicate that CONTRACTOR will be responsible for traffic control (utilizing Kennebunkport PD for flagging and controls) and developing a traffic control plan in accordance with Maine DOT Standard Specification Section 652.3.3.
- D. Front End Specifications: Construction Documents shall include front-end contract language in the specifications. CONSULTANT shall incorporate any Town requirements in the front-end language relative to the public procurement process, bid requirements, contractor qualifications, bonding and any other Town required standard contract language.
- E. Construction Cost Estimate: CONSULTANT will prepare a construction cost estimate for the work upon completion of 80% design and final (100%) design submittal.
- F. Submittals: CONSULTANT will provide to the Town one set of design submittals at 80% design and final (100%) design. CONSULTANT will accept comments, modify the design as necessary, and present a final bid package to the Town.

TASK 4 – BID PHASE SERVICES

CONSULTANT will provide one copy of final bid documents to the Town in the form of a hard copy set of plans and specifications and a PDF copy of drawings and specifications. CONSULTANT shall produce Bid Documents for distribution to interested Contractors. CONSULTANT shall act as the plan holder and administer the plan holder list, allowing Contractors to view plans at CONSULTANT's office and providing plans to interested Contractors as requested. CONSULTANT shall advertise the project through a local newspaper and the standard construction bid advertisement agencies. CONSULTANT will answer Technical RFI submitted during the bid process. CONSULTANT will aid the Town in the review of bids and will contact references provided by the apparent low bid Contractor.

CLARIFICATIONS AND EXCEPTIONS

The following represents CONSULTANT's understanding of items that need additional clarification and/or assignment of responsibility for work.

1. Maine Construction General Permit not required; 1-acre disturbance threshold not exceeded.
2. No local permitting by the Town is required.
3. We will utilize geotechnical work completed by Haley & Aldrich in 2009 for the purpose of design.
4. We do not anticipate design for repairs or replacement of water or sewer infrastructure.
5. We anticipate the Town will obtain approvals from the four project abutters (Map 8 Block 1, Lots 11 - 13 and 23) along the waterside of Ocean Avenue, for construction access.



6. We anticipate the Town will obtain approval from the property owners at 107 Ocean Avenue to allow for the fence and pier deck to be removed for wall repairs and restored to its current condition upon completion of the project.
7. Bid advertising costs shall be paid for by the Town.
8. We will attend a Pre-Bid meeting.
9. We will attend and administer the bid opening.
10. Construction Administration, Testing and Inspection Services are not included within this proposal and can be provided under separate Proposal as determined appropriate by the Town.

SCHEDULE

CONSULTANT will begin work upon written acceptance of this Proposal. Assuming that contract acceptance is received by end of August, Woodard & Curran offers the following schedule:

- Survey update completed prior to October 2018
- Initiate design in October of 2018
- 80% design complete prior to December 2018.
- Final (100%) Construction Documents complete and delivered prior to February 2019.
- Bid Advertisement in February 2019.


FEE PROPOSAL

CONSULTANT proposes to perform the work described within this proposal on a Lump Sum basis, in the amount of \$58,000, inclusive of SUBCONSULTANTS and reimbursable expenses. Monthly invoices will include a summary of services provided during the invoice period.

This Proposal and attached Standard Terms & Conditions represent the entire Agreement between the Town of Kennebunkport and Woodard & Curran and may only be modified in writing and signed by both of us. If this Agreement is acceptable to you, please authorize the Agreement by printing and signing this Proposal and Standard Terms & Conditions, and returning one fully executed set of this Agreement for our records. If you have questions or desire changes, please give me a call.

Once again, we thank you for the opportunity to work with the Town. We welcome any questions you may have on this proposal. Please do not hesitate to call me with any questions, 207.558.3667.

Sincerely,
WOODARD & CURRAN INC.


Barry Sheff, P.E.
Senior Principal

BSS/das
203806.36

Accepted this ____ Day of _____, 2018

By: _____

Title: _____



WOODARD & CURRAN TERMS & CONDITIONS

STANDARD TERMS & CONDITIONS

The following Standard Terms and Conditions, together with the attached Scope of Services dated July 26, 2018 ("Scope of Services"), constitute the terms of this agreement ("Agreement") between Woodard & Curran, Inc. ("Engineer"), with an address of 41 Hutchins Drive, Portland, ME 04102, and Town of Kennebunkport, ME ("Client"), with an address of 6 Elm St. Kennebunkport, ME 04046, with respect to the performance of the Scope of Services (the "Project") and any additional services.

WHEREAS, it is the desire of the Client to contract the services described in the Scope of Services; and Engineer desires to perform the services described in the Scope of Services.

NOW THEREFORE, the parties hereto agree as follows:

1. Scope of Services

Engineer, as representative of the Client, shall perform the services described in the attached Scope of Services.

- 1.1 Assumptions. The Engineer's Scope of Services and the compensation are conditioned upon, and are subject to, the assumptions set forth in the Scope of Services.
- 1.2 Change in Scope of Services. Client may, at any time, by written order, request changes to the Scope of Services or work to be performed. If the Scope of Services is changed in a manner that will increase or decrease Engineer's costs or the time required to perform the services under this Agreement, there will be an equitable adjustment to this Agreement that must be signed by both parties.

2. Engineer's Responsibilities

Engineer shall be responsible for the following:

- 2.1 Engineer will perform all work in accordance with the attached Scope of Services.
- 2.2 Engineer will perform all work in a professional manner that is consistent with other professionals performing similar work in the geographic area at the time services are rendered. No warranty, express or implied, is made or intended by Engineer's undertaking herein or its performances of services, and it is agreed that Engineer is not a fiduciary or municipal advisor to the Client.
- 2.3 Engineer shall comply with all laws and regulations applicable to Engineer's performance of the Scope of Services.
- 2.4 Engineer shall assign a project manager to act as Engineer's representative with respect to services to be rendered under this Agreement.
- 2.5 Engineer shall have all licenses and permits required to perform the Scope of Services.

3. Client's Responsibilities

Client shall do the following in a timely manner so as not to delay the services of Engineer:

- 3.1 Designate in writing a person to act as Client's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define Client's policies and decisions with respect to Engineer's services described in the Scope of Services. Such person shall have complete authority to bind Client financially with respect to the payment of services to be rendered under this Agreement.
- 3.2 Provide all criteria and full information as to Client's requirements for the Project, including design objectives and constraints, performance requirements, and any budgetary limitations; and furnish copies of all design and construction standards which Client will require to be included in any drawings and specifications.
- 3.3 Provide Engineer with all available information pertinent to the Project including previous reports and any other documents and data relative to design or construction of the Project, all of which Engineer shall be entitled to use and rely upon with respect to the accuracy and completeness thereof, in performing the services under this Agreement.
- 3.4 Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by Engineer; and provide written comments within a reasonable time so as not to delay the services of Engineer.
- 3.5 Give prompt written notice to Engineer whenever Client observes or otherwise becomes aware of any development that may affect the Scope of Services or timing of Engineer's services.
- 3.6 Ensure Engineer, its agents and representatives have safe access to the Project site, buildings thereon, and other locations as required to perform the Scope of Services.
- 3.7 If applicable, retain its own Independent Registered Municipal Advisor ("IRMA") pursuant to the Municipal Advisor Rule of the Securities and Exchange Commission, and rely upon such advisor, it being the understanding that Engineer is not providing the services of an IRMA. Client shall retain and consult with an IRMA prior to acting on any information and material under the Agreement.



WOODARD & CURRAN

TERMS & CONDITIONS

4. Subcontracts

- 4.1 If requested by Client, the Engineer will recommend the Client's engaging the services of laboratories, testing services, subconsultants, or third parties to perform suitable aspects of the Services. Invoices for such third-parties will be reviewed by the Engineer, and the Engineer will make recommendations to the Client regarding payment. Payment to these third-parties will be made directly by the Client. The Engineer will recommend the use of such third parties with reasonable care, but does not guarantee their services and will not be liable for their errors or omissions.
- 4.2 In the alternative, Engineer may subcontract any portion of the Scope of Services to a subcontractor approved by Client, and the Engineer will add a 10% surcharge on invoices paid directly by the Engineer for laboratories, testing services, subconsultants, or other third-parties, and that surcharge will be reflected on Engineer's monthly invoices submitted to Client.

5. Billing and Payment

- 5.1 Client shall pay Engineer on a Lump Sum basis as set forth in the attached Scope of Services.
- 5.2 Payment will be due upon receipt of Engineer's invoice. Payments due Engineer and unpaid under the terms of this Agreement shall bear interest from thirty (30) days after the date payment is due at the rate of one and one half (1.5) percent per month (18 percent per annum) until paid in full. In the event that Engineer is compelled to take action to collect past due payments, the Client will reimburse Engineer for all costs and expenses of collection including, without limitation, all court costs and reasonable attorney's fees and costs.
- 5.3 If the Project is suspended or abandoned in whole or part, Engineer shall be compensated for all services performed prior to receipt of written notice from the Client of such suspension or abandonment, together with Reimbursable Expenses and Miscellaneous Direct Expenses then due plus Project closeout costs actually incurred. If the Project is resumed after being suspended for more than three (3) months, Engineer's compensation shall be equitably adjusted between the Client and Engineer.
- 5.4 No deductions shall be made from Engineer's compensation on account of sums withheld from payments to contractors, nor shall payment to Engineer be contingent upon financing arrangements or receipt of payment from any third party.
- 5.5 If the Client fails to make payment when due Engineer for services, Reimbursable Expenses, or Miscellaneous Direct Expenses, Engineer may, upon seven days' written notice to Client, suspend performance of services under this Agreement. Unless payment in full is received by

Engineer within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, Engineer shall have no liability to Client for delay or damage caused Client or others because of such suspension of services.

- 5.6 If Client objects to all or part of any invoice, Client shall notify Engineer in writing within two weeks of the date of the invoice, and shall pay that portion of the invoice not in dispute within 30 days after the date of receipt of the invoice. Provided that an objection is made in good faith, the parties shall immediately make every effort to settle the disputed portion of the invoice. If the dispute is resolved in favor of Engineer, interest shall accrue on the unpaid portion of the invoice in accordance with Section 5.2 of this Agreement.
- 5.7 If circumstances or conditions not originally contemplated or known to Engineer are revealed, and affect the Scope of Services, compensation, schedule, allocation of risks or other material terms of this Agreement, Engineer shall be entitled to an appropriate adjustment in its schedule, compensation or other terms of the Agreement in accordance with its standard rates. Changed conditions include, but are not limited to, the following: (i) change in the instructions or approvals given by Client that necessitate revisions in the instruments of service; (ii) decisions of the Client not rendered in a timely manner; (iii) significant change in the Project including, but not limited to, size, quality, complexity, Client's schedule or budget, or procurement method; (iv) failure of performance on the part of the Client or the Client's consultants or contractors; (v) revision of documents (drawings and/or specifications) to reflect construction cost modifications; (vi) modifications to any construction phase drawings and specifications due to changes in program, size, quality, complexity, schedule, construction cost, financing, or method of bidding; (vii) additional program, feasibility or planning studies for this or other project sites; or (viii) enactment or revision of codes, laws or regulations or official interpretations which necessitate changes to the Scope of Services.

6. Ownership and Use of Documents

- 6.1 All documents including drawings and specifications prepared or furnished by Engineer (and Engineer's independent professional associates, subcontractors and consultants) pursuant to this Agreement are instruments of service in respect of the Project and Engineer shall retain an ownership and property interest therein whether or not the Project is completed. Client may take and retain copies for information and reference in connection with the use and occupancy of the Project by Client and others. However, such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by Engineer for the



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specific purpose intended will be at Client's sole risk and without liability or legal exposure to Engineer or to Engineer's independent professional associates, subcontractors and consultants from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Engineer to further compensation rates to be agreed upon by Client and Engineer.

- 6.2 Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of Engineer's rights under this section.

7. Limitation of Liability

- 7.1 The total liability, in the aggregate, of Engineer and Engineer's officers, directors, employees, agents, and independent professional associates and consultants, and any of them, to Client and any one claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to Engineer's services, the Project or this Agreement, from any cause or causes whatsoever, including, but not limited to, the negligence, errors, omissions, strict liability, breach of contract, breach of warranty of Engineer or Engineer's officers, directors, employees, agents or independent professional associates or consultants, or any of them, shall not exceed the total covered amount available under Engineer's applicable insurance policy limits set forth herein.

- 7.2 Neither party shall be responsible or held liable to the other for special, indirect, or consequential damages, including, but not limited to, loss of profit, loss of investment, loss of product, business interruption, or liability for loss of use of facilities or Client's existing property, however the same may be caused.

8. Insurance

- 8.1 Engineer is protected by Workers' Compensation Insurance in statutory amounts; General Liability Insurance of \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and Professional Liability Insurance of \$1,000,000 per claim and in the aggregate. Engineer will furnish client a certificate of insurance, upon written request, evidencing such coverage and limits. The Client and Engineer waive all rights of subrogation against: 1) each other and their subconsultants, subcontractors, agents and employees, each of the other, and 2) the Client's contractor (if any) and its subcontractors, for damages caused by fire or other perils to the extent covered by property insurance maintained by the Client or its contractor. The Client shall require a similar waiver from any contractor.

9. Indemnification Hold Harmless

- 9.1 Engineer agrees to indemnify and hold Client, its directors, shareholders, employees, and assigns harmless from and against all claims, damages, causes of actions, and fines to the extent such claims, damages, causes of action and fines are based on or arise out of Engineer's negligent acts or negligent omissions.
- 9.2 Client agrees to indemnify and hold Engineer, its directors, shareholders, employees, and assigns harmless from and against all claims, damages, causes of actions, and fines to the extent such claims, damages, causes of action and fines are based on or arise out of Client's negligent acts or negligent omissions.

10. Delays/Force Majeure

- 10.1 Except as specifically set forth in this Agreement, neither party shall hold the other responsible or liable for damages or delays in performance caused by acts of God, interruptions in the availability of labor, or other events beyond the control of the other party, or that could not have been reasonably foreseen or prevented. For this purpose, such acts or events shall include unusually severe weather affecting performance of services, floods, epidemics, war, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, unanticipated Project site conditions, and inability, with reasonable diligence, to supply personnel, equipment, or material to the Project. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties arising and to resume as soon as reasonably possible the normal pursuit of the Scope of Services. Delays within the scope of this provision which cumulatively exceed thirty (30) days in any six (6) month period shall, at the option of either party, make this Agreement subject to termination or to renegotiation. Both parties acknowledge that Engineer does not have control over the review and approval times required by any public authorities that may have jurisdiction over the Project and any Project times shall be equitably adjusted by the parties to account for such review and approval process.

11. Notice

- 11.1 All notices authorized or required between the parties, or required by any of the provisions herein, shall be given in writing and shall be sent by certified mail, return receipt requested, and deposited with an accepted postal service, postage prepaid, and addressed to the intended party at the address set forth in the first paragraph of these Terms and Conditions. Notices sent in this manner shall be deemed given seven business days being after mailed. Notices may also be given by personal delivery, sent via a regionally recognized overnight carrier (i.e. FedEx, UPS), and shall be deemed given when delivered.



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12. Dispute Resolution

12.1 Step Negotiations. The parties shall attempt in good faith to resolve all disputes ("Controversy") promptly by negotiation, as follows. Any party may give the other party written notice of any Controversy not resolved in the normal course of business. Managers of both parties at levels at least one level above the Project personnel involved in the Controversy shall meet at a mutually acceptable time and place within five business days after delivery of such notice, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the Controversy. If the matter has not been resolved within thirty days from the referral of the Controversy to the managers, or if no meeting has taken place within ten days after such referral, either party may initiate mediation as provided hereinafter. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state Rules of Evidence.

12.2 Mediation. In the event that any Controversy arising out of or relating to this Agreement is not resolved in accordance with the procedures provided herein, such Controversy shall be submitted to mediation with a mutually agreed upon mediator. The mediation shall be filed at the regional office of the agreed upon mediator closest to the Project site. The mediation shall take place at an Engineer's office unless otherwise agreed to by the parties. If the mediation process has not resolved the Controversy within thirty days of the submission of the matter to mediation, or such longer period as the parties may agree to, the mediation process shall cease. All mediation documents and discussions pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state Rules of Evidence. Nothing herein shall limit the rights and remedies that the parties may have under this Agreement or under other legal and equitable proceedings.

13. Termination

13.1 Either party shall have the right to terminate this Agreement with respect to the Project for convenience, at its option, by sending a written Notice of Termination to the other party. The Notice of Termination shall specify when and which services will be discontinued and when termination shall be effective, provided that no termination shall be effective less than ten (10) calendar days after receipt of the Notice of Termination. No later than thirty (30) calendar days after termination, Client shall pay Engineer for all Services performed and charges incurred prior to termination, including, without limitation, costs and expenses related to putting Project documents and analyses in order and rescheduling personnel and equipment.

13.2 Either party shall have the right to terminate this Agreement with respect to the Project for cause if the other party commits a material breach of this Agreement and fails to cure such breach within ten (10) days. A Notice of Default, containing specific reasons for termination, shall be sent to the defaulting party, and both parties shall cooperate in good faith to cure the default or defaults stated in the Notice of Default. Termination shall not be effective if the breach has been remedied within ten (10) days after the defaulting party's receipt of the Notice of Default or the later date specified in the Notice of Default, or, if the defaulting party has begun to cure such default within such period and such default cannot reasonably be cured within such period, if such defaulting party diligently prosecutes curing such default to completion (provided that such provision shall not apply to Client's failure to timely pay an invoice). In the event of termination for cause, Engineer shall be paid the same as in the case of termination for convenience and the parties shall have their remedies at law as to any other rights and obligations between them, subject to the other terms and conditions of this Agreement.

14. Construction Contract Responsibilities

14.1 When Engineer's services include the performance of any services during the construction phase of the Project, it is understood that the purpose of any such services (including any visits to the Project site) will be to enable Engineer to better perform the duties and responsibilities assigned to and undertaken by it as an experienced and qualified design professional, and to provide the Client with a greater degree of confidence that the completed work of Client's construction contractor(s) ("Contractor") will conform generally to the contract documents and has been implemented and preserved by Contractor(s). Engineer shall not, during such visits or as a result of any observations of construction, supervise, direct or have control over Contractor's(s') work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by the Contractor(s) or safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing its (their) work. Engineer does not guarantee the performance of the construction contract by the Contractor(s), and does not assume responsibility for Contractor's(s') failure to furnish and perform its (their) work in accordance with the contract documents.

14.2 If Engineer's contract with the Client so requires, Engineer shall review (or take other appropriate action in respect of) shop drawings, samples and other data which Contractor(s) is (are) required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the contract documents. Such review or other actions shall not extend



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to means, methods, techniques, sequences or procedures of manufacture (including the design of manufactured products) or construction, or to safety precautions and programs incident thereto. Engineer's review or other actions, as described above, shall not constitute approval of an assembly or product of which an item is a component, nor shall it relieve the Contractor(s) of (a) its (their) obligations regarding review and approval of any such submittals; and (b) its (their) exclusive responsibility for the means, methods, sequences, techniques and procedures of construction, including safety of construction.

15. Health and Safety

15.1 Engineer and its employees shall follow health and safety precautions which meet federal, state and local regulations. If asked to conduct any activities which do not conform to said regulations, or which Engineer determines in its sole discretion to be unsafe or unhealthy, Engineer shall have the option to stop work immediately and inform Client of unacceptable health and safety conditions, and both parties shall enter into good-faith negotiations to remedy the unacceptable conditions. If no remedy can be agreed upon, Engineer and Client may terminate this Agreement with respect to Scope of Services in accordance with the terms stated herein.

15.2 Engineer will not implement or be responsible for health or safety procedures other than for its own employees. Engineer shall not share any responsibility for the acts or omissions of other parties on the Project or have control or charge of, or be responsible for safety precautions and programs of Client or other contractors. Unless otherwise agreed in the Scope of Services, Engineer's observation and testing of portions of the work of other parties on a project site shall not relieve such other parties from their responsibilities for performing their work in accordance with applicable plans, specifications and health and safety requirements. Client agrees to notify such contractors or other parties accordingly.

16. Environmental Conditions and Subsurface Risks

16.1 Where the Scope of Services includes or requires on-site work, visits, investigations, or explorations, Engineer and Client agree to the following:

16.1.1 Hazardous Substances. Client acknowledges that Engineer has neither created nor contributed to the creation of any hazardous waste, hazardous substance, radioactive material, toxic pollutant, asbestos, or otherwise dangerous substance (collectively referred to as "hazardous substance"), or dangerous condition at the Project site. Consequently, Client agrees to defend, indemnify and hold Engineer harmless from and against any and all claims, damages, losses, fines, suits or causes of action (collectively referred to as "claims") relating to personal injury; property damage; non-compliance or

liability arising under environmental laws including, but not limited to, RCRA, CERCLA or similar federal or state laws, to the extent the claims are based on or arise from the existence or release of any hazardous substances. The term "property" as used herein means all real and personal property, including, without limitation, tangible and intangible rights and interests, economic or other losses, or other rights with respect thereto.

16.1.2 Client's Duty to Notify Engineer of Hazards. Client shall provide Engineer with all information known to Client with respect to the existence or suspected existence of any hazardous substances at, on, or in close proximity to the Project site. Client will advise Engineer immediately of any information which comes into Client's possession regarding the existence of any such potentially hazardous substances, or any condition known to Client to exist in, on, under or in the vicinity of the Project site which might present a potential danger to human health or the environment.

16.1.3 Engineer shall take reasonable precautions for the health and safety of its employees while at the Project site with consideration for the available information regarding existing hazards.

16.1.4 Control of Project Site. Client acknowledges that it is now and shall remain in control of the Project site at all times. Engineer shall have no responsibility or liability for any aspect or condition of the Project site, now existing or hereafter arising or discovered. Engineer does not, by entry into an agreement with Client or its performance of services under any such agreements, assume any responsibility or liability with respect to the Project site; nor shall any liability or responsibilities be implied or inferred by reason of Engineer's performance of any work at the Project site.

16.1.5 Right of Entry. Unless otherwise agreed, Client will furnish right-of-entry on the land for Engineer to make the planned borings, explorations, or field tests. Engineer will take reasonable precautions to minimize damage to the land from use of equipment, but has not included in its fee the costs for restoration of damage that may result from Engineer's operations, or the operations of any person or entity engaged by Engineer in the performance of services under this agreement. If Engineer is required to restore the land to its former condition, such work will be accomplished and the costs, plus fifteen percent (15%), will be added to Engineer's fee.

16.1.6 Subsurface Risks. Client recognizes that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program, implemented with appropriate equipment and experience by personnel under the direction of a trained professional



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who functions in accordance with a professional standard of practice may fail to detect certain hidden conditions. For similar reasons, actual environmental, geological, and geotechnical conditions that the Engineer properly inferred to exist between sampling points may differ significantly from those that actually exists. The Client acknowledges these risks.

16.1.7 Engineer will exercise reasonable and professional care in seeking to locate subterranean structures in the vicinity of proposed subsurface explorations at the Project site. Engineer will contact public utilities and review plans and information, if any, provided by public utilities, public agencies and Client. So long as Engineer observes such standard of care, Engineer will not be responsible for any unavoidable damage, injury, or interference with any subterranean structures, pipe, tank, cable or any other element or condition if not called to Engineer's attention prior to commencement of services or which is not shown, or accurately located, on plans furnished to Engineer by Client or by any other party, or which could not have been reasonably identified by Engineer.

17. Samples

17.1 Non-Hazardous Samples. Engineer will dispose of all soil, rock, water, and other samples thirty (30) days after submission of Engineer's initial report. Client may request, in writing, that any such samples be retained beyond such date, and in such case Engineer will ship such samples to the location designated by Client, at Client's expense. Engineer may, upon written request, arrange for storage of samples at Engineer's offices at mutually agreed storage charges. Engineer will not give Client prior notice of intention to dispose of samples.

17.2 Hazardous Samples. Although the Client shall have the obligation to dispose of any "hazardous" samples, if samples collected from the Project site contain substances defined as "hazardous" by federal, state, or local statutes, regulations, codes, or ordinances, Engineer shall, at its option, have the right to: (1) dispose of samples by contract with a qualified waste disposal contractor; (2) in accordance with Client's written directions, ship such samples by an appropriately licensed transporter to a licensed disposal site; or (3) return such samples by an appropriately licensed transporter, to Client. Client shall pay all costs and expenses associated with the collection, storage, transportation, and disposal of samples. If Client requests in writing, that any such sample be retained for a period in excess of thirty (30) days, Engineer will store such samples at Client's expense and Client will pay an additional fee as charged by Engineer in accordance with its standard laboratory schedule for storage of samples of a "hazardous substance."

18. Miscellaneous

18.1 This Agreement shall be governed and construed in accordance with the laws of the State of Maine.

18.2 Any action to enforce or interpret this Agreement shall be commenced or maintained only in the judicial or administrative tribunal in the jurisdiction of the State of Maine, and each party waives any venue, convenient forum, removal, jurisdiction, or other rights to the contrary.

18.3 Section headings in this Agreement are included herein for convenience of reference only, and shall not constitute a part of the Agreement or for any other purpose.

18.4 The Client and Engineer respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such party with respect to all covenants of this Agreement. Neither the Client nor Engineer shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

18.5 This Agreement represents the entire and integrated Agreement between the Client and Engineer, and supersedes all prior negotiations, representations or agreements, either written or oral, and may be amended only by written instruments signed by both Client and Engineer.

18.6 If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Agreement be construed to remain fully valid, enforceable and binding on the parties.

18.7 Any estimates or opinions of Project or construction costs are provided by Engineer on the basis of Engineer's experience and qualifications as an engineer and represents its best judgment as an experienced and qualified engineer familiar with the construction industry. Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others or over competitive bidding or market conditions, it cannot guarantee that proposals, bids or actual Project costs or construction costs will not vary from any estimates or opinions of costs prepared by Engineer. Similarly, since Engineer has no control over building operation and/or maintenance costs, Engineer cannot and does not guarantee that the actual building system operating or maintenance costs will not vary from any estimates given by Engineer. No fixed limit of construction costs is established as a part of this Agreement.



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(Signatures on next page)



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IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below:

ENGINEER:

WOODARD & CURRAN, INC.

CLIENT:

Town of Kennebunkport, ME

By: _____

Printed: Barry Sheff

Title: Senior Principal

Thereunto duly authorized

Date: July 26, 2018

By: _____

Printed: _____

Title: _____

Thereunto duly authorized

Date: _____



MEMORANDUM

TO: Michael Claus, Director of Public Works, Kennebunkport, ME
FROM: David Senus, P.E. and Craig Sweet, E.I.
DATE: November 15, 2017
RE: Requirements for Vehicle Crash Rated Guardrail along Ocean Ave Retaining Wall

Background

The purpose of this memorandum is to evaluate and identify the requirements for a vehicle crash rated guardrail along the west side of Ocean Avenue in the Town of Kennebunkport, from the south edge of the Nonantum Resort property at 95 Ocean Avenue south to the Glen Creek Bridge (approximately 650 linear feet). This section of Ocean Avenue includes granite curbing along the south-bound travel lane with a varying curb reveal height and a 5-foot bituminous concrete sidewalk that abuts a retaining wall with cast in place concrete posts and metal rails for fall protection. The speed limit is posted at 25 MPH.

Woodard & Curran is assisting the Town with pricing and (future) design to replace the existing retaining wall along this section of roadway. The existing retaining wall has a series of cast-in-place concrete posts and metal rails that act as fall protection, and that may provide limited vehicle crash protection; however, an evaluation of the existing crash resistance capacity of this wall system has not been performed. The evaluation described in this memorandum was performed to determine the need for a vehicle crash-rated guardrail upon replacement of the retaining wall. The need for pedestrian fall protection at this location is a given, as the retaining wall exceeds 30" in many locations. Fall protection barriers would be coupled with / incorporated into a vehicle crash rated guardrail system in the future, as required.

Evaluation & Conclusions

MaineDOT issues a Highway Design Guide which is based on National Standards as set forth by the American Association of State Highway and Transportation Officials (AASHTO). Chapter 10- Roadside Safety of the MaineDOT Highway Design guide outlines the requirements for barriers along roadways. Below are excerpts from Chapter 10 supporting the need for a guardrail installation. Additionally, attached to this memorandum is Chapter 10 of the MaineDOT Highway Design Guide with the applicable sections Highlighted.

In accordance with the MaineDOT Highway Design Guide, Table 10-2 depicts minimum clear zone distances for parallel slopes along roadways based upon the roadway design speed and the annual average daily traffic (AADT). The minimum allowable clear zone for a recoverable fill slope is 7 feet with a parallel slope of 5:1 to 4:1 for a roadway design speed of 40 MPH or less. Given the current characteristics of Ocean Avenue with 5 foot sidewalks, 25 MPH speed limit, and a parallel slope greater than 3:1 (within the required clear zone distance), vehicle crash resistant guardrails would be required to satisfy the requirements of table 10-2 and the following applicable Highway Design Guide Sections:

Section 10-1.03 Parallel Slopes: Critical Fill Slopes: *For parallel slopes steeper than 3:1 (figure 10-1(C)), barrier will be required on all project types.*

Section 10-1.06 Curbed Section: *curbs do not have significant re-directional capability and therefore a minimum clear zone commensurate with prevailing traffic volumes and design speeds should be provided where practical. Curb should not be a justification for reducing clear zone.*



Section 10-2.01 Embankments: *All roadside barrier shall be considered where an embankment is steeper than 4:1 on National Highway System (NHS) and other major arterials and will be warranted if a clear area cannot be provided at the toe of the slope. On all roads, a roadside barrier will be warranted where an embankment is steeper than 3:1.*

In Summary, given that the slope parallel to the travel lane within the required clear zone distance is greater than a 3:1 slope, Section 10-1.03 of the MaineDOT Highway Design Guide classifies this as a Critical Fill Slope. In accordance with MaineDOT Highway Design Guide, Critical Fill Slopes do not provide sufficient recoverable area and require guardrail installation regardless of curbing and/or sidewalk installation adjacent to the travel way. **It is our conclusion that a vehicle crash rated guardrail will be required along Ocean Avenue upon replacement of the retaining wall.**

Chapter Ten

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Chapter Ten

ROADSIDE SAFETY

10-1 ROADSIDE CLEAR ZONES

10-1.01 General Definitions

1. **Clear Zone.** The distance beyond the edge of travel lane that should be clear of any non-traversable hazards or fixed objects.
2. **Travel Lane.** The portion of the roadway for the movement of vehicles, exclusive of shoulders and auxiliary lanes.
3. **Non-Traversable Hazard.** A general term to describe roadside features which cannot be safely traversed by a run-off-the-road vehicle.
4. **Parallel Slope.** Cut or fill slope for which the toe runs approximately parallel to the flow of traffic.
5. **Transverse Slope.** Cut or fill slope for which the toe runs approximately perpendicular to the flow of traffic. Transverse slopes are typically formed by intersections between the mainline and driveways, median crossovers, or side roads.
6. **Recoverable Parallel Slope.** Slope which can be safely traversed and upon which an errant motorist has a reasonable opportunity to stop and return to the roadway. Fill slopes 4:1 and flatter are considered recoverable.
7. **Non-Recoverable Parallel Slope.** Slope which can be safely traversed but upon which an errant motorist is unlikely to recover. The run-off-the-road vehicle will likely continue down the slope and reach its toe. Fill slopes 3:1 and flatter but steeper than 4:1 are considered non-recoverable parallel slopes.
8. **Critical Parallel Slope.** Slope which cannot be safely traversed by a run-off-the-road vehicle. Depending on the encroachment conditions, a vehicle on a critical slope may overturn. Fill slopes steeper than 3:1 are considered critical.

10-1.02 General Application

The clear zone widths presented in this *Guide* must be placed in proper perspective. The distances imply a degree of accuracy that does not exist. They do, however, provide a good frame of reference for making decisions on providing a safe roadside area. Each application of the clear zone distance must be evaluated individually, and the designer must exercise good judgment. In general, the designer should provide as much clear zone as can be practically obtained.

The following factors must be considered in determining the recommended clear zone:

1. **Scope of Work/Roadway Classification.** The recommended clear zone distance will be based on the roadway classification (i.e. NHS/Non-NHS) and scope of work (i.e. new construction, reconstruction, rehabilitation, overlay).
2. **Speed/Traffic Adjustments.** The recommended clear zone distance will be based on the highway design speed and traffic volumes.
3. **Roadside Cross Section.** The recommended clear zone distance will be based on the type of side-slopes.
4. **Traffic Distribution (Multi-Lane Highways).** Table 10-1 presents traffic volume distribution by lane for both 4-lane and 6-lane facilities. Although no specific adjustments are presented for clear zone values, these lane distributions should be considered. For example, all other factors being equal, Table 10-1 indicates that the clear zone on the right side of a 4-lane divided facility should be more than that on the median side.

When using recommended clear zone distances, the designer should consider the following:

1. **Context.** If an obstacle lies just beyond the clear zone, it may be appropriate to remove or shield the obstacle if costs are reasonable. Conversely, the clear zone should not be achieved at all costs. Limited right-of-way or unacceptable construction costs may lead to installation of a barrier or a design exception allowing no protection at all.
2. **Boundaries.** The designer should not use the clear zone distances as boundaries for introducing roadside hazards such as bridge piers, non-breakaway sign supports, utility poles or landscaping features. These should be placed as far from the roadway as practical.

Clear zones should be free of all non-traversable hazards and fixed objects. These include, but are not limited to, the following:

1. bridge piers and abutments,

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2. boulders,
3. culvert headwalls,
4. retaining walls,
5. non-breakaway sign and luminaire supports,
6. trees,
7. utility poles,
8. permanent bodies of water, and
9. embankments

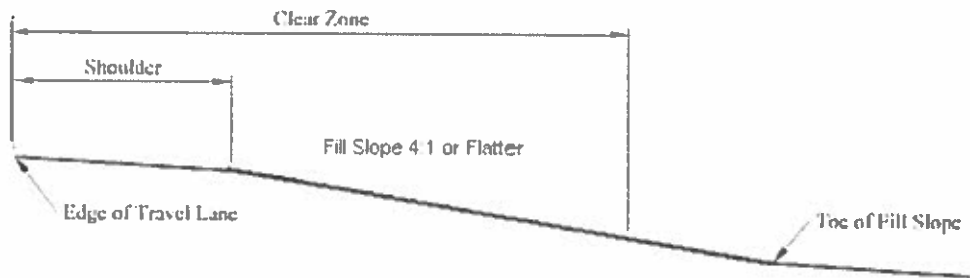
For roadside features within the clear zone, a determination that the feature is a hazard will be made on a case-by-case, project-by-project basis.

4-Lane Roadway		
<i>AADT</i>	<i>Median Lane (%)</i>	<i>Right Lane (%)</i>
12,000	20	80
24,000	25	75
36,000	33	67
48,000	41	59
60,000	50	50

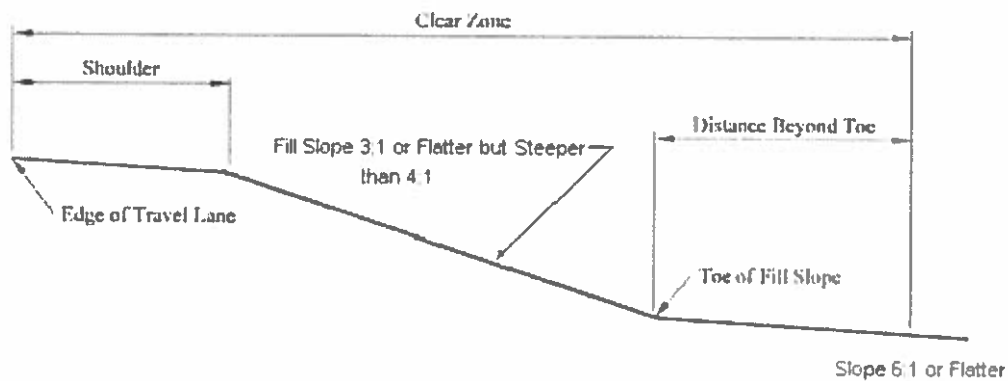
6-Lane Roadway			
<i>AADT</i>	<i>Median Lane (%)</i>	<i>Center Lane (%)</i>	<i>Right Lane (%)</i>
24,000	22	47	31
48,000	31	43	26
72,000	35	40	25
96,000	37	38	25
120,000	37	37	26

LANE DISTRIBUTION OF TRAFFIC VOLUMES
(Multi-Lane Highways)

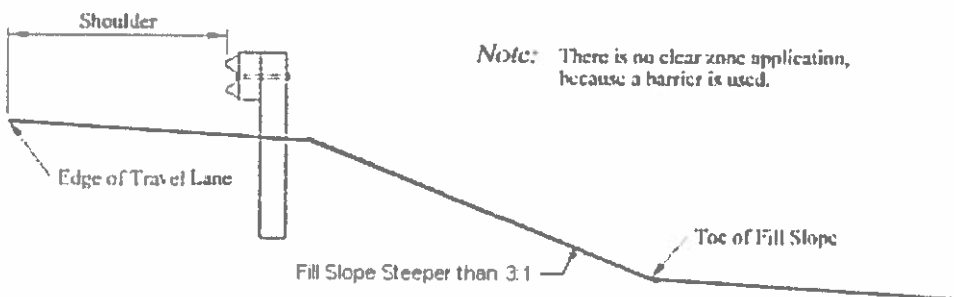
Table 10-1



RECOVERABLE PARALLEL SLOPE (A)



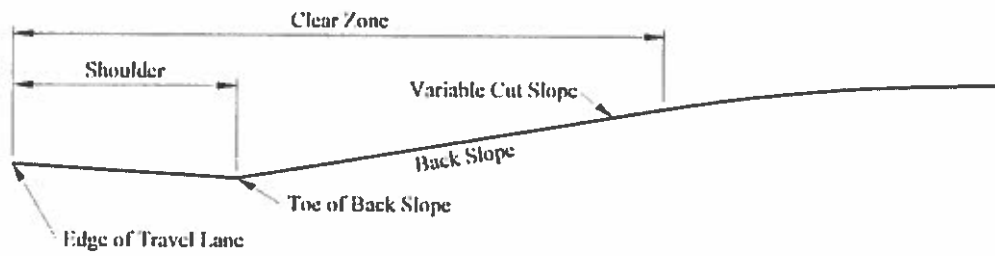
NON-RECOVERABLE PARALLEL SLOPE (B)



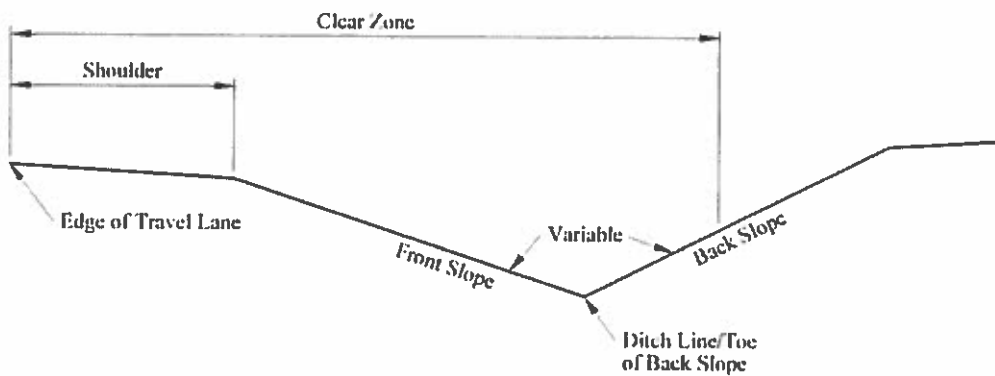
CRITICAL PARALLEL SLOPE (C)

ROADSIDE CROSS SECTION SCHEMATICS (Clear Zone Application)

Figure 10-1



CUT SLOPE (Without Ditch) (D)



CUT SLOPE (With Ditch) (E)

ROADSIDE CROSS SECTION SCHEMATICS
(Clear Zone Application)
(Continued)

Figure 10-1

10-1.03 Parallel Slopes

Roadside clear zones will vary depending on the type of parallel slope.

Recoverable Fill Slopes. For parallel slopes 4:1 and flatter (Figure 10-1(A)), the recommended clear zone distance can be determined directly from Table 10-2. This table applies to new construction or reconstruction projects on the NHS. The recommended clear zone for other projects can be determined directly from other appropriate tables in this Guide.

Non-Recoverable Fill Slopes. For parallel slopes steeper than 4:1 but 3:1 or flatter (Figure 10-1(B)), the recommended clear zone includes a clear distance beyond the toe of the slope, according to the following procedure:

- a. The slope beyond the toe of the non-recoverable fill slope will probably be 6:1 or flatter. Determine the clear zone distance for a 6:1 or flatter slope from Table 10-2.
- b. Subtract the shoulder width from this clear zone distance.
- c. The remaining distance will be the required distance beyond the toe of the slope. The minimum distance will be 10 feet.

If this clear zone cannot be achieved, barrier shall be required.

This procedure applies to new construction or reconstruction projects on the NHS. Clear zone for other projects can be determined using this procedure in conjunction with other appropriate tables in other chapters this Guide. Barrier should be considered but will not be required on other project types if clear zone conditions cannot be met at the toe of slope.

Critical Fill Slopes. For parallel slopes steeper than 3:1 (Figure 10-1(C)), barrier will be required on all project types.

Cut Slopes (Without Ditch). For parallel cut slopes that don't have a ditch (Figure 10-1(D)), determine the clear zone distance for 6:1 or flatter slope from Table 10-2 for all project types. Slope requirements related to stability and safety shall be considered.

The following examples illustrate how to determine the clear zone for various parallel slopes.

* * * * *

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ROADSIDE SAFETY

**NEW CONSTRUCTION/RECONSTRUCTION PROJECTS
(NHS and Major Arterials)**

Design Speed (mph)	Design AADT **	Fill Slopes			Cut Section With Ditch Figure10-1(E)
		Recoverable (Figure 10-1(A))		Non-recoverable Figure10-1(B)	
		6:1 or Flatter	5:1 to 4:1		
40 or Less	Under 750	7 - 10	7 - 10	SEE PROCEDURE IN SECTION 10-1.03	SEE PROCEDURE IN SECTION 10-1.04
	750 - 1500	10 - 12	12 - 14		
	1500 - 6000	12 - 14	14 - 16		
	Over 6000	14 - 16	16 - 18		
45 - 50	Under 750	10 - 12	12 - 14		
	750 - 1500	14 - 16	16 - 20		
	1500 - 6000	16 - 18	20 - 26		
	Over 6000	20 - 22	24 - 28		
55	Under 750	12 - 14	14 - 18		
	750 - 1500	16 - 18	20 - 24		
	1500 - 6000	20 - 22	24 - 30		
	Over 6000	22 - 24	26 - 32*		
60	Under 750	16 - 18	20 - 24		
	750 - 1500	20 - 24	26 - 32*		
	1500 - 6000	26 - 30	32 - 40*		
	Over 6000	30 - 32*	36 - 44*		
65 - 70	Under 750	18 - 20	20 - 26		
	750 - 1500	24 - 26	28 - 36*		
	1500 - 6000	28 - 32*	34 - 42*		
	Over 6000	30 - 34*	38 - 46*		

* On non-freeways, the clear zone distance may be limited to 30 feet for practicality and to provide a consistent roadway template.

** Use the AADT projected for the design year for the overall project.

**RECOMMENDED CLEAR ZONE DISTANCES
(In Feet Measured From Edge of Travel Lane)**

Table 10-2

Example 1 (Recoverable Fill Slope)

- Given:** Project Scope of Work – Reconstruction, NHS
 Fill Slope – 4:1
 Design Speed – 60 mph
 Design AADT – 7000
- Problem:** Determine the recommended clear zone distance.
- Solution:** From Table 10-2, the clear zone distance should be 36 feet - 44 feet. Note that this distance will apply regardless of the shoulder width. However, as indicated in a footnote to the table, the clear zone distance may be limited to 30 feet based on specific site conditions to provide a more practical design.

Example 2 (Non-Recoverable Fill Slope)

- Given:** Project Scope of Work – Reconstruction, NHS
 Fill Slope – 3:1
 Design Speed – 60 mph
 Design AADT – 2000
 Shoulder Width – 6 ft
- Problem:** Determine the recommended clear zone distance.
- Solution:** If the slope can be flattened to a 4:1 slope practically and economically, the clear zone distance can be taken directly from Table 10-2 as in Example 1. If this is not possible, a clear distance must be provided at the toe of the slope. From Table 10-2 the clear zone distance should be 26 feet – 30 feet for a 6:1 slope. After subtracting the 6 foot shoulder, a minimum 20 foot clear area is required at the toe of the slope. If this clear zone cannot be achieved, a barrier shall be required.

* * * * *

10-1.04 Cut Slopes (With Ditches)

Ditch sections, as illustrated in Figure 10-1(E), are frequently constructed in roadside cuts. The applicable clear zone across a ditch section will depend upon the front slope, the back slope, the horizontal location of the toe of the back slope, and various highway factors. The designer will use the following procedure to determine the recommended clear zone distance.

The following procedure applies specifically to new construction or reconstruction projects on the NHS. Clear zone for other projects can be determined using procedures and discussions in the other chapters of the Guide according to the project types.

1. **Check Front Slope.** Slopes steeper than 3:1 will require guardrail. Slopes steeper than

4:1 but flatter than 3:1 will require a clear distance beyond the toe of front slope as described for non-recoverable fill slopes, except that the back slope may be as steep as 2:1. For slopes 4:1 or flatter determine the clear zone based on the ditch front slope as described for recoverable fill slopes. Back slopes within the clear zone should be 4:1 or flatter, but may be as steep as 2:1.

2. **Check Location of Ditch Line.** If the front slope is 4:1 or flatter, determine if the toe of the back slope is within the clear zone. If the toe is at or beyond the clear zone, then the designer usually need only consider roadside hazards within the clear zone on the front slope. If the toe is within the clear zone, the designer should evaluate the practicality of relocating the toe of back slope. This may be accomplished by, for example, providing a flat bottom ditch or by deepening the ditch line. If the toe of back slope will remain within the clear zone, or if the front slope is steeper than 4:1, #3 below will apply.
3. **Check Back Slope.** If the toe of the back slope is within the clear zone distance from #1 above, a clear zone should be provided on the back slope. This clear zone will be determined as follows:
 - a. Back Slope 3:1 or Steeper ($V > 50$ mph). The clear zone will be 10 feet beyond the toe or the distance determined in Step #1 beyond the edge of travel lane, whichever is less.
 - b. Back Slope 3:1 or Steeper ($V \leq 50$ mph). The clear zone will be 5 feet beyond the toe or the distance determined in Step #1 beyond the edge of travel lane, whichever is less.
 - c. Back Slope Flatter than 3:1. The clear zone will be the distance determined in Step #1 beyond the edge of travel lane.

* * * * *

Example 3 (Clear Zones) (cut slope with ditch)

Given: Front Slope – 4:1
 Ditch Bottom Width – 0 ft (V-ditch)
 Back Slope – 2:1
 Design Speed – 60 mph
 Design AADT – 4000

Problem: Determine the recommended clear zone distance.

Solution: Using the procedure in Section 10-1.04, the following applies:

1. **Check Front Slope.** According to Table 10-2, the clear zone distance for the front slope is 32 feet – 40 feet, with a practical limit of 30 feet acceptable.

2. **Check Location of Ditch Line.** Desirably, the toe of the back slope will be at or beyond 30 feet. If this is not practical, #3 below will apply.
3. **Check Back Slope.** For a 2:1 back slope and a design speed of 60 mph, the clear zone distance will be to 10 feet beyond the toe of back slope or to 30 feet from the edge of travel lane, whichever is less.

* * * * *

10-1.05 Horizontal Curves

On the outside of horizontal curves, run-off-the-road vehicles may travel a greater distance from the travel lane before regaining control of the vehicle. The designer may choose to modify the clear zone distance obtained from Table 10-2 for horizontal curvature. These modifications are normally only considered where crash history indicates a need, or a specific site investigation shows a definitive crash potential which could be significantly lessened by increasing the clear zone width and such increases are cost effective.

Where adjustments will be applied, Table 10-3 provides recommended factors for clear zones on horizontal curves. A diagram illustrates the application on a curve.

10-1.06 Curbed Sections

Most curbs do not have a significant re-directional capability and therefore a minimum clear zone commensurate with prevailing traffic volumes and design speeds should be provided where practical. Curb should not be a justification for reducing clear zone. In urban areas with posted speed limits of 35 mph or less, aboveground utility poles may be installed 5 feet behind the face of curb. In locations where insufficient right-of-way or other restrictions are present and no other practical solution exists, aboveground utility poles may be installed 1 foot behind the face of curb. A minimum 3 foot clear zone should be provided at intersections and driveways.

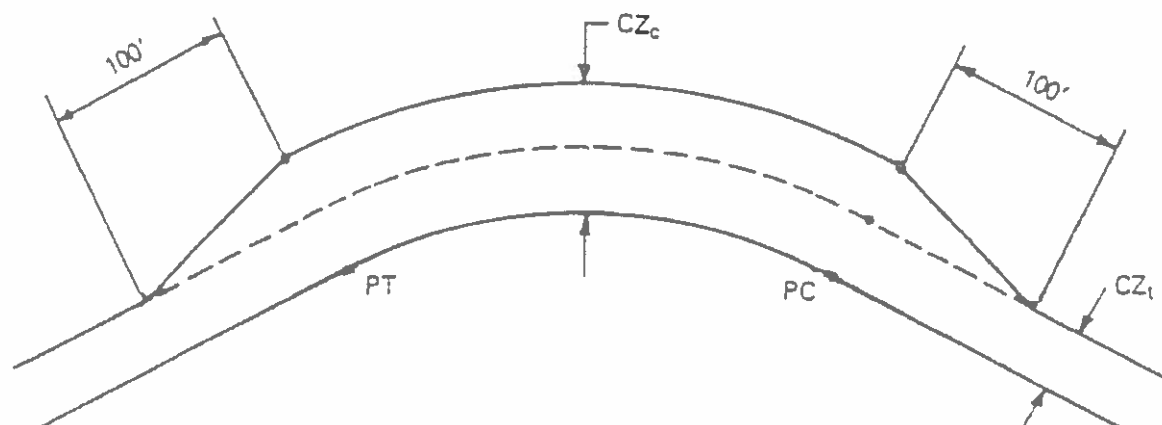
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Degree of Curve	K_{CZ} , Curve Correction Factor						
	Design Speed (mph)						
	40	45	50	55	60	65	70
2.0	1.08	1.10	1.12	1.15	1.19	1.22	1.27
2.5	1.10	1.12	1.15	1.19	1.23	1.28	1.33
3.0	1.11	1.15	1.18	1.23	1.28	1.33	1.40
3.5	1.13	1.17	1.22	1.26	1.32	1.39	1.46
4.0	1.15	1.19	1.25	1.30	1.37	1.44	
4.5	1.17	1.22	1.28	1.34	1.41	1.49	
5.0	1.19	1.24	1.31	1.37	1.46		
6.0	1.23	1.29	1.36	1.45	1.54		
7.0	1.26	1.34	1.42	1.52			
8.0	1.30	1.38	1.48				
9.0	1.34	1.43	1.53				
10.0	1.37	1.47					
15.0	1.54						

$$CZ_C = (CK_T)(K_{CZ})$$

Where: CZ_C = clear zone distance on outside of curve, ft
 CZ_T = clear zone distance on tangent section, ft
 K_{CZ} = curve correction factor, ft



HORIZONTAL CURVE ADJUSTMENTS

Table 10-3

10-2 ROADSIDE BARRIER WARRANTS

10-2.01 Embankments

A roadside barrier shall be considered where an embankment is steeper than 4:1 on NHS and other major arterials and will be warranted if a clear area cannot be provided at the toe of the slope. On all roads, a roadside barrier will be warranted where an embankment is steeper than 3:1.

10-2.02 Roadside Hazards

The recommended clear zone distances for various highway conditions, should be free of any fixed objects and non-traversable hazards. The need for a barrier will be based on the relative severity between impacting a barrier and impacting the hazard. Based on the discussion in Section 10-1.02, the designer must use judgment to determine whether or not a roadside feature is a roadside hazard. The decision for barrier protection will be based on site-specific factors, including traffic volumes, design speed, alignment, proximity of hazard to travel lane, and crash history.

Once the designer has concluded that a barrier is warranted, the first attempt should be to eliminate the need for the barrier. This may be accomplished by removing or relocating the hazard or by making the hazard breakaway. If these are not practical, a barrier should be installed only if engineering judgment indicates it is practical. For example, it would probably not be practical to install a barrier to shield an isolated point obstacle, such as a tree, located near the edge of the clear zone.

10-2.03 Bridge Rails/Parapets

Barrier protection is normally warranted on all approach ends to bridge rails or parapets, and it is warranted on the trailing ends on two-way roadways. No roadside barrier is needed on the trailing end on a one-way roadway, unless a barrier is warranted for other reasons (e.g., steep slopes).

All designs for barrier/bridge rail connections should be coordinated with the Urban and Federal Bridge Program.

10-3 ROADSIDE BARRIER TYPES

Table 10-4 presents the most common types of roadside barriers that are approved for use in Maine. The table summarizes the hardware requirements for each system and references the *MDOT Standard Details* for more information. The next two sections briefly describe each system and its typical usage.

10-3.01 "W" Beam

The "W" beam system with strong posts is a semi-rigid system. This system consists of a steel "W" beam or rail, an offset block, and wood or steel posts. A major objective with a heavy post system is to prevent a vehicle from "snagging" on the posts. This is achieved by using blocks to offset the posts from the longitudinal beam and by establishing 6'-3" as the maximum allowable post spacing.

The Department has approved the use of two guardrail "W" beam systems. One uses 6" x 8" timber posts, and the other uses W6x8.5 or W6x9 steel posts. On non-freeways, the two systems are usually presented on a competitive bid basis in the contract proposal. On freeways, the steel post system is designated.

10-3.02 Thrie Beam

The thrie beam guardrail is also a semi-rigid system with strong posts. The depth of the beam and the offset bracket is approximately 1½ times as great as those for the "W" beam. The thrie beam is primarily used when there is inadequate deflection distance (e.g., less than 3 feet) for the "W" beam.

10-3.03 Other Types

Several other types of guardrail are approved for use in specific situations. Steel backed timber guardrail may be used in areas where aesthetic requirements exist, such as on scenic highways or in historic districts. Corrosion resistant steel guardrail (rusty rail), a variation of the "W" Beam, may be used in similar situations. There are several cable guardrail systems that meet current standards which may be considered. These can only be used when large deflection distances can be accommodated, and when exposure to significant snowplow contact is not expected. Cable guardrail may be considered when visibility through the guardrail is necessary or desired.

10-3.04 Guardrail and Guardrail Terminal Selection

Guardrail and guardrail terminal selection shall be based on the highway system as recommended in the Guardrail and Guardrail Terminal Policy. Refer to the current policy for details.

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ROADSIDE BARRIER TYPES

System	"W" Beam Guardrail (Wood Posts)	"W" Beam Guardrail (Steel Posts)	Thrie Beam Guardrail (Steel Posts)
AASHTO Designation	SGR04b	SGR04b	SGR09c
MDOT Standard Detail	606(03)	606(03)	606 (25)
Post Spacing	6'-3"	6'-3"	6'-3"
Deflection Distance *	3'-0"	3'-0"	2'-0"
Post Type	6x8 Treated Wood Post	W6x9 Steel Post	W6x9 Steel Post
Beam Type	Steel "W" Section 12 ga.	Steel "W" Section 12 ga.	Steel Thrie Beam 12 ga.
Offset Blocks	6x8x14 Treated Wood Block Or Composite Plastic Block	6x8x14 Treated Wood Block Or Composite Plastic Block	6x8x21 1/2 Treated Wood Block Or Composite Plastic Block

* Clear distance from the back of the post to the roadside object.

ROADSIDE BARRIERS

Table 10-4

10-4 ROADSIDE BARRIER LAYOUT

10-4.01 Length of Need

Length of need is generally defined as the distance from the point where the hazard ends to the third post in from the end of the guardrail terminal. The length of need determination criteria in Section 10-4 apply to guardrail applications in all scopes of work on NHS and Non-NHS projects.

The designer must determine the beginning and ending of the barrier length of need to properly shield the roadside obstacle or embankment. The following discussion will apply.

General Approach/Application

The Department has adopted two methodologies to determine the length of need for roadside barriers:

1. Method No. 1. On NHS projects use a 10° and on Non-NHS projects use a 15° angle off the back of the hazard to locate the beginning of the barrier need.
2. Method No. 2. Use the methodology presented in the AASHTO *Roadside Design Guide* to locate the beginning of the barrier need.

Method No. 2 may yield, depending on site conditions, considerably longer lengths of barrier than Method No. 1. At some sites, these longer lengths are not considered cost effective, and Method No. 1 is judged to be a more reasonable application. The following summarizes the Department's application of the two Methods for determining the length of need for specific sites:

1. Embankments. Use Method No. 1.
2. Roadside Obstacles. Use Method No. 2. Check to see if one of the following conditions exist at the site:
 - a. Because of the nature of the terrain, it may be improbable or impossible for a run-off-the-road vehicle to traverse behind the barrier and reach the roadside obstacle.
 - b. Because of the location of the barrier, it may be that a run-off-the-road vehicle would have to exceed the clear zone distance to reach the roadside obstacle.

If either of the conditions exist at the site, it is acceptable to use Method No. 1 to determine the barrier length of need. In addition, based on a site-by-site evaluation, it is acceptable to use Method No. 1 to shield roadside obstacles if, in the judgment of the designer, it is not cost-effective to install the additional length of barrier required by Method No. 2.

3. Bridge Parapet/Rails. The length of barrier in advance of bridge parapets/rails will be 100 feet or the length-of-need calculation based on Method No. 2, whichever is greater. For the

trailing end on two-way roadways, it will be 50 feet or the length-of-need calculation based on Method No. 2, whichever is greater. Based on a site-by-site evaluation, it is acceptable to use Method No. 1 to shield a bridge parapet/rail if, in the judgment of the designer, it is not cost effective to install the additional length of barrier required by Method No. 2. The 100-ft minimum (approach end) or 50-ft minimum (trailing end) will govern if greater than the length of barrier from Method No. 1.

The following sections present the design details for Methods No. 1 and No. 2.

Method No. 1

Method No. 1 determines the barrier length of need based on an angle off the back of hazard. On NHS projects use a 10° and on Non-NHS projects use a 15° angle. The following figures illustrate the application of Method No. 1:

1. Figure 10-2 presents the methodology as it applies to embankments.
2. Figure 10-3 presents an example for the application to embankments.
3. Figure 10-4 presents the methodology as it applies to roadside obstacles.
4. Figure 10-5 presents an example for the application to roadside obstacles.

$$L = \frac{L_H - L_B}{\tan 10^\circ} \quad \text{or} \quad L = \frac{L_H - L_B}{\tan 15^\circ} \quad (\text{Equation 10-2})$$

L = length of need.

L_H = distance from edge of travel lane to back of obstacle. May be equal to the clear zone.

L_B = distance from edge of travel lane to face of guardrail. The barrier offset should be considered as discussed in Section 10-4.02.

Other variables to consider:

L_C = recommended clear zone.

L_F = distance from edge of travel lane to front of obstacle, based on deflection distance from Table 10-4 and barrier offset.

Method 1 Steps**1. Determine Clear Zone (L_C).**

Obstacles: Clear zone determination will be based on the roadway classification, etc., as discussed in Section 10-1.

Embankments: The clear zone will be to the toe of the embankment.

2. Determine Barrier Offset (L_B). Determine offset based on proposed shoulder width. Lateral placement will be discussed in Section 10-4.02**3. Determine Lateral Offset. (L_H).**

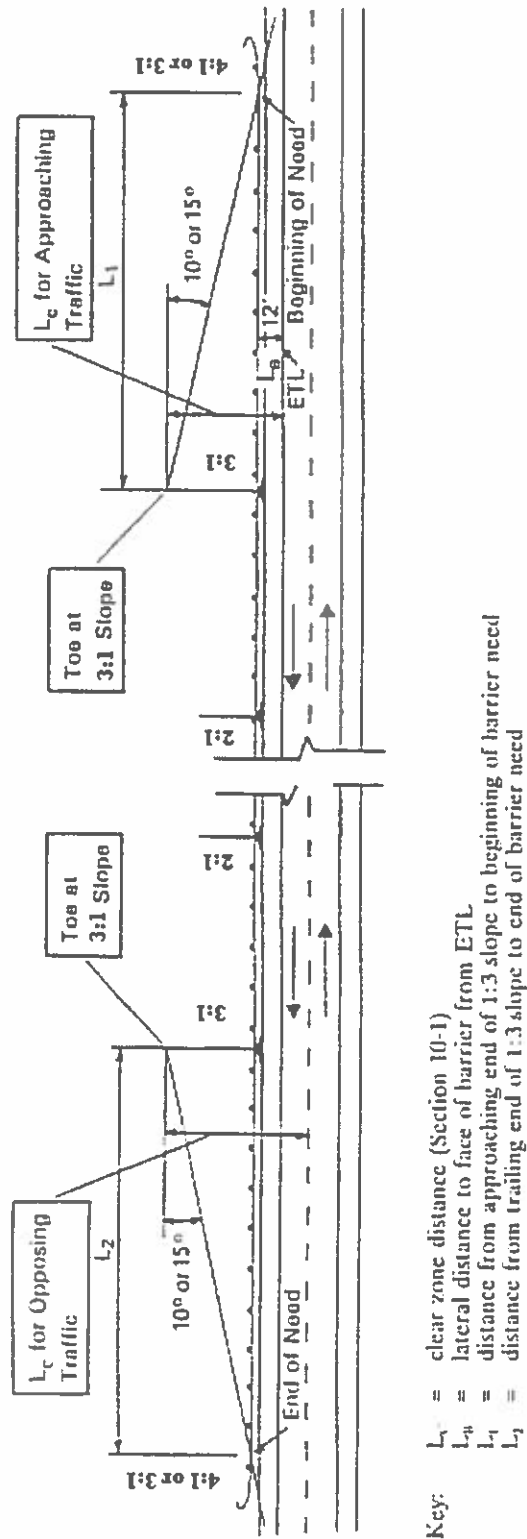
Obstacles: Determine the offset to back of obstacle and compare to clear zone. The lesser distance may become L_H , but use of the more conservative greater distance should be given careful consideration.

Embankments: Equal to the clear zone distance.

4. Apply Angles. Measure 10° or 15° , as appropriate, from the lateral offset. See the following Figures. The intersection of this line and the run of barrier will locate the end of the length of need. The following step gives an equation for this distance.**5. Determine Length of Need (L).** Use the following equation:

$$L = \frac{L_H - L_B}{\tan 10^\circ} \qquad L = \frac{L_H - L_B}{\tan 15^\circ} \qquad \tan 10^\circ = 0.176327 \qquad \tan 15^\circ = 0.267807$$

6. End Treatment. A crashworthy terminal should be used at the end of the guardrail run. Most terminals have full redirection capabilities beyond the third post. In general, the first 12.5 feet of the terminal can be outside the length of need. The third post would be placed at the length of need. This should be verified by checking the manufacturer's recommendations. For a one-way roadway, an unanchored end is acceptable at the trailing end. The end will be located a minimum of 50 feet beyond an obstacle and 66 feet beyond a steep embankment.**7. Opposing Traffic.** For opposing traffic on a two-way roadway, a length of need calculation for the trailing end is necessary if the break in the embankment slope or any part of the obstacle is within the clear zone as measured from the centerline of the roadway. See Step 8. The trailing end of the barrier will be 50 feet beyond the end of the roadway hazard, including end treatments.**8. Opposing Traffic Length of Need.** Where needed, the length of need calculation for opposing traffic is determined using the same procedure as for approaching traffic, except that all distances will be measured from the centerline of the roadway. The minimum distance to the end of the barrier, excluding end treatment, will be 50 feet beyond the end of an obstacle and 66 feet beyond the end of a steep embankment.



BARRIER LENGTH OF NEED (Method 1)
(Embankments)

Figure 10-2

BARRIER LENGTH OF NEED (Method 1)
(Embankments)

Figure 10-2

Example:

Given

- Project Scope - Reconstruction
- Roadway - Two-way traffic, 12-foot lanes, 10-foot typical shoulders
- Design Speed - 60 mph
- AADT - 7000
- Roadside - 4:1 fill slope leading to 2:1 slope. At the point where the slope is 3:1, the height of embankment is 10 feet. The distance from the ETL to the break in the fill slope is 15 feet.

$L_0 = 12$ feet from the ETL

Problem: Determine beginning and ending of barrier run.

Solution: Following the step-by-step procedure on Figure 10-2 (Method No. 1)

**BARRIER LENGTH OF NEED
(Method 1)
(Example - Embankments)**

1. Table 10-2 applies to a reconstruction project. Based on the highway conditions (4:1 slope), the clear zone range is 36-44 feet, with a practical limit of 30 feet from the edge of travel lane. Because the 3:1 slope begins within the clear zone, a clear distance should be provided to the toe of the 3:1 slope. Based on an embankment height of 10 feet, the lateral distance to the toe of the 3:1 slope is $15' + (10 \text{ feet slope break}) + 30' = 45'$ (3:1 slope for 10') = 45'.

2. The 10° angle is plotted on the example figure below.

3. The distance L_1 is:

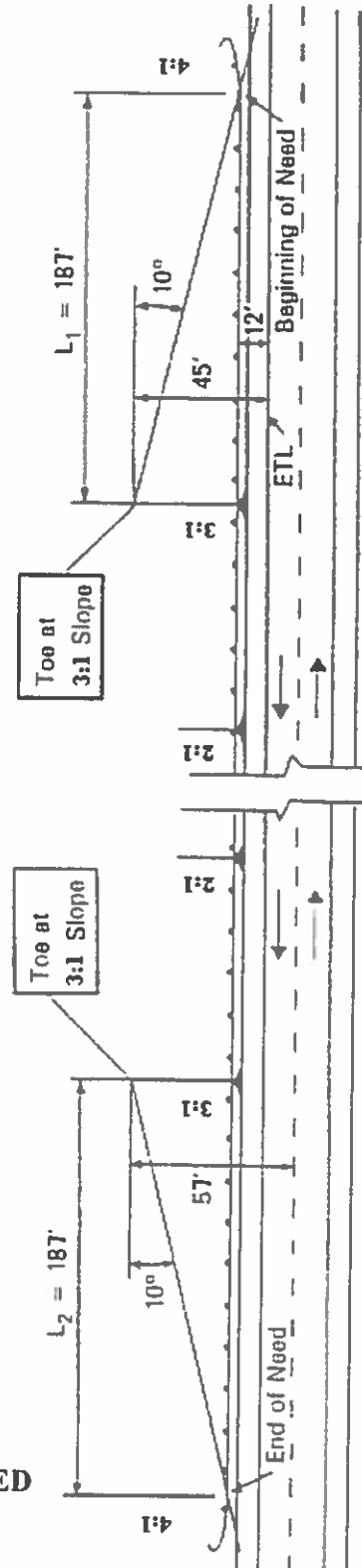
$$L_1 = \frac{(45 - 12)}{176327} = 187 \text{ feet}$$

4. For the opposing traffic, the break in the embankment slope is 27 feet from the roadway centerline ($15' + 12'$). From Table 10-2, the clear zone is 30-32 feet (flat slope across the roadway). Therefore, the embankment is within the clear zone for opposing traffic. The total clear zone for opposing traffic is measured from the roadway centerline to the toe of the 3:1 slope. Therefore, $L_c = 12' + 15' + 30' = 57'$.

5. The offset to the barrier is 24 feet ($12' + 12'$). The distance L_2 is:

$$L_2 = \frac{(57 - 24)}{176327} = 187 \text{ feet}$$

6. Not applicable

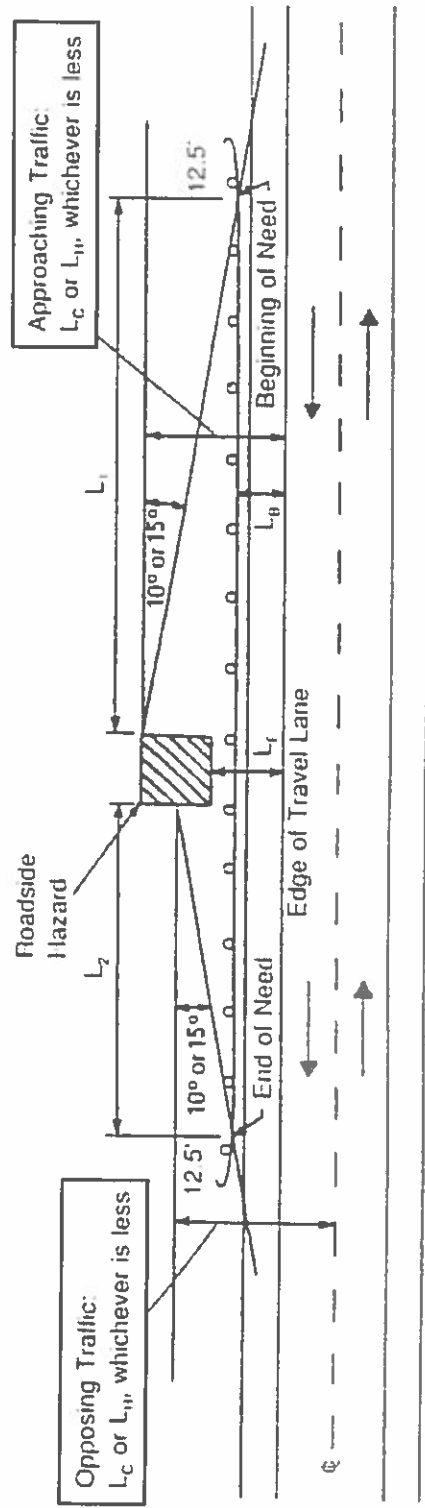


**BARRIER LENGTH OF NEED (Method 1)
(Example - Embankments)**

Figure 10-3

Figure 10-3

Note: Use L_C or L_{H1} , whichever is less. If a portion of the roadside obstacle falls outside the clear zone (i.e. $L_{H1} > L_C$), the designer should consider determining the barrier length of need based on the greater L_{H1} distance.



Key:

- L_C = clear zone distance (Section 10-1)
- L_{H1} = lateral distance to front of roadside obstacle from ETL
- L_{H2} = lateral distance to back of roadside obstacle from ETL
- L_{H3} = lateral distance to face of barrier from ETL
- L_1 = distance from approaching end of roadside obstacle to beginning of barrier need
- L_2 = distance from trailing end of roadside obstacle to end of barrier need

BARRIER LENGTH OF NEED (Method 1)
(Roadside Obstacles)

BARRIER LENGTH OF NEED (Method 1)
(Roadside Obstacles)

Figure 10-4

Example:

Given:

- Project Scope - Reconstruction
- Roadway - Two-way traffic, 12-foot lanes, 10-foot typical shoulders
- Design Speed - 60 mph
- AADT - 4000
- Roadside - 4:1 fill slope

 $L_d = 15$ feet from the ETL $L_{d1} = 25$ feet from the ETL $L_g = 12$ feet from the ETL

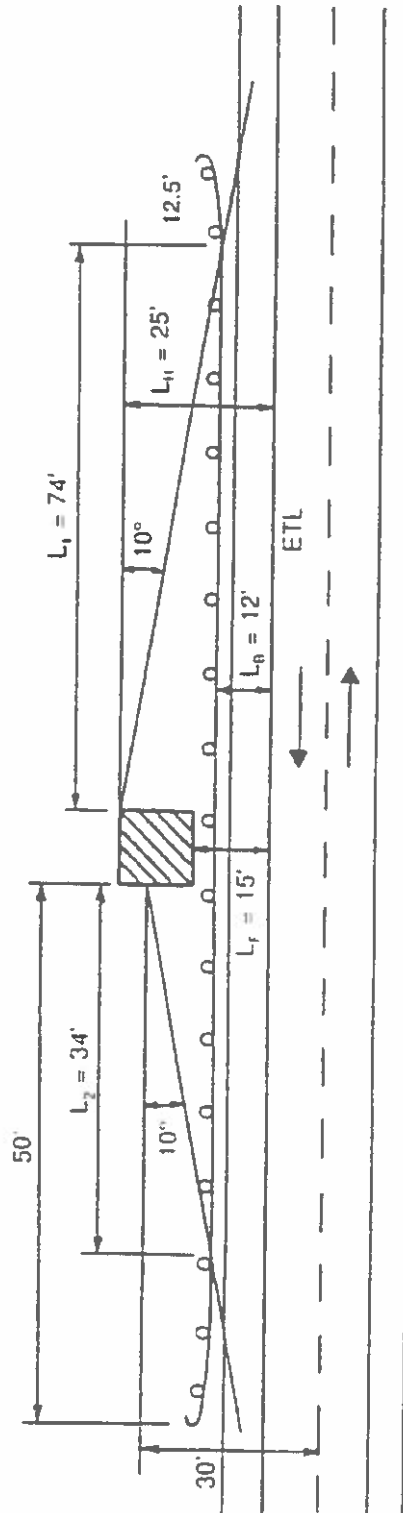
Problem: Determine beginning and ending of barrier run.

Solution: Following the step-by-step procedure on Figure 10-4 (Method No. 1):

1 Table 10-2 applies to a reconstruction project. Based on the highway conditions the clear zone range is 32-40 feet, with a practical limit of 30 feet from the edge of the travel lane.

2 For traffic approaching the obstacle, the back of the obstacle is within the clear zone (25 feet from ETL). Therefore, the 25-foot distance will apply.

3 The 10° angle is plotted on the example figure below.



BARRIER LENGTH OF NEED (Method 1)
(Example - Roadside Obstacles)

Figure 10-5

BARRIER LENGTH OF NEED (Method 1)
(Example - Roadside Obstacles)

Figure 10-5

4. The distance L_1 is:

$$L_1 = \frac{(25 - 12)}{.176327} = 74 \text{ feet}$$

5. For the opposing traffic, the front of the obstacle is 27 feet from the roadway centerline ($15' + 12'$). Therefore, the obstacle is within the clear zone of 30 feet.

6. The back of the obstacle is 37 feet from the centerline. Therefore, at a minimum, the 30-foot clear zone distance will apply in determining the end of barrier need. The offset to the barrier is 24 feet ($12' + 12'$). The distance L_2 is:

$$L_2 = \frac{(30 - 24)}{.176327} = 34 \text{ feet}$$

The end of the barrier would be $34' +$ the portion of the guardrail terminal end that is gateable. In most cases this is $12.5'$, so $34' + 12.5' = 46.5'$.

7. Not applicable.

Method No. 2

Figure 10-6 illustrates the variables that must be considered in designing a roadside barrier to shield an obstacle using Method No. 2, which comes from the AASHTO *Roadside Design Guide*. This method applies to both flared and tangential approaches to guardrail end terminals as shown in Figure 10-6. Only tangential guardrail approaches should be used. Once the appropriate variables have been selected, the required length of need can be calculated from the following formulas:

Unflared Design:

$$X = \frac{L_R (L_H - L_2)}{L_H} \quad (\text{Equation 10-3})$$

where:

$$Y = L_2 \quad (\text{Equation 10-4})$$

X, Y = coordinates of end of barrier need.

L_R = runout length (see Table 10-5).

L_H = distance from edge of travel lane to back of obstacle. The AASHTO (*Roadside Design Guide*) refers to this distance as Lateral Extent.

L_2 = distance from edge of travel lane to face of guardrail.

Other variables to consider:

L_C = recommended clear zone.

L_S = shy line offset, or distance at which barrier is no longer perceived as an obstacle by a driver (see Table 10-5).

L_3 = distance from edge of travel lane to front of obstacle. Equals L_2 + minimum deflection distance from Table 10-4.

Method 2 Steps

1. **Determine Clear Zone.** Find the clear zone based on Table 10-2. Compare with L_H , the distance to back of obstacle. Use the smaller distance as L_H in determining length of need.
2. **Determine Barrier Offset (L_2).** Find L_S , the shy line offset from Table 10-6. As discussed in Section 10-4.02, L_2 should be at the shy line or the shoulder width, whichever is greater. Desirably, the shoulder will be widened by 2 feet and the barrier face will be placed at the edge of the widened shoulder.
3. **Determine Offset to Obstacle (L_3).** Find the deflection distance from Table 10-4 for the guardrail. The distance to the front of the obstacle, L_3 , can be no less than the barrier offset, L_2 , plus the deflection distance.
4. **Determine Runout Length (L_R).** Use Table 10-5.
5. **Determine Length of Need Coordinates (X,Y).** Use Equations 10-3 and 10-4.

Example 4

Given: The following site conditions apply to a roadside obstacle (see Figure 10-7):

ADT = 7000
 V = 60 mph
 Slope = 6:1 fill slope
 Shoulder Width = 8 ft
 L_H = 25 ft (to back of obstacle)

Problem: Determine the details of barrier location. Use the W-beam system with an unflared layout. $L_1 = 0$.

Solution: The following steps apply:

1. **Determine Clear Zone.** From Table 10-2, the clear zone is 30 ft. Therefore, $L_C = 30$ ft. The obstacle is within the clear zone and, therefore, $L_{H1} = 25$ ft.
2. **Determine Barrier Offset (L_2).** From Table 10-5, $L_S = 8.0'$ (the shy line offset). This equals the shoulder width. With the desirable 2' extra widening, for this example, use $L_2 = 10'$.
3. **Determine Offset to Obstacle (L_3).** From Table 10-4, the deflection distance for the W-beam guardrail is 3'. $L_3 = L_2 + 3' = 13'$. Therefore, the front of the obstacle can be no closer than 13' from the edge of travel lane.

4. Determine Runout Length (L_R). From Table 10-5, $L_R = 425'$.
5. Determine Length of Need Coordinates (X, Y). For the approaching traffic, Equations 10-3 and 10-4 yield the following:

$$X = \frac{425 (25 - 10)}{25} = 255 \text{ ft}$$

$$Y = 10 \text{ ft}$$

For the opposing traffic and assuming 12' travel lanes, the following adjustments are made:

$$L_C = 30 \text{ ft}$$

$$L_H = 37 \text{ ft}$$

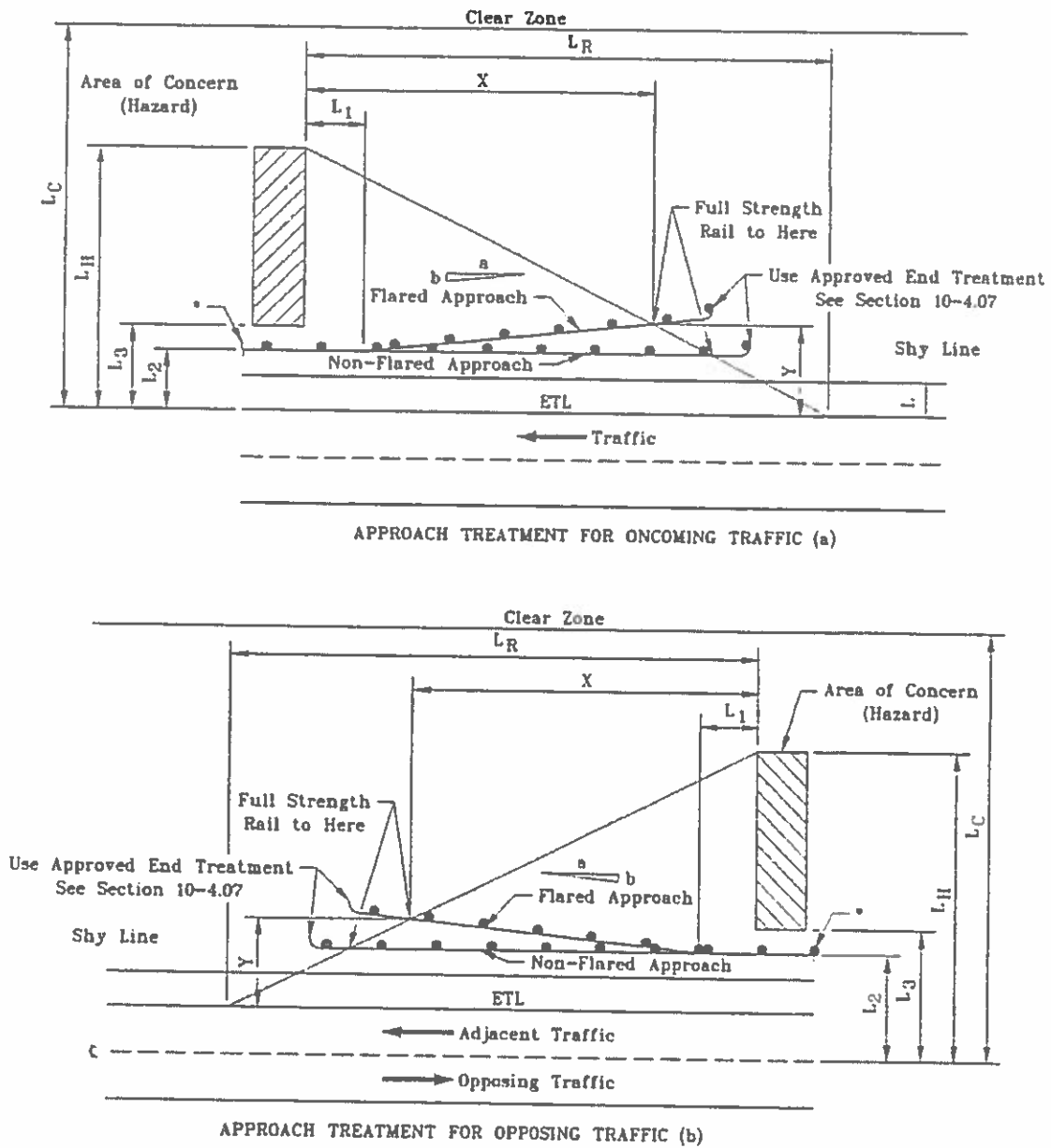
Since the back of the obstacle is outside of the clear zone for opposing traffic, L_H may be set equal to $L_C = 30'$. However, for illustration, the X, Y coordinates for the trailing end are calculated assuming $L_H = 37'$ (i.e., to the back of the obstacle):

$$L_2 = 10 \text{ ft} + 12 \text{ ft} = 22 \text{ ft}$$

$$L_R = 425 \text{ ft}$$

$$X = \frac{425 (37 - 22)}{37} = 172'$$

$$Y = 22'$$



- * The distance beyond the hazard should be 50' or as determined by a length-of-need calculation for opposing traffic

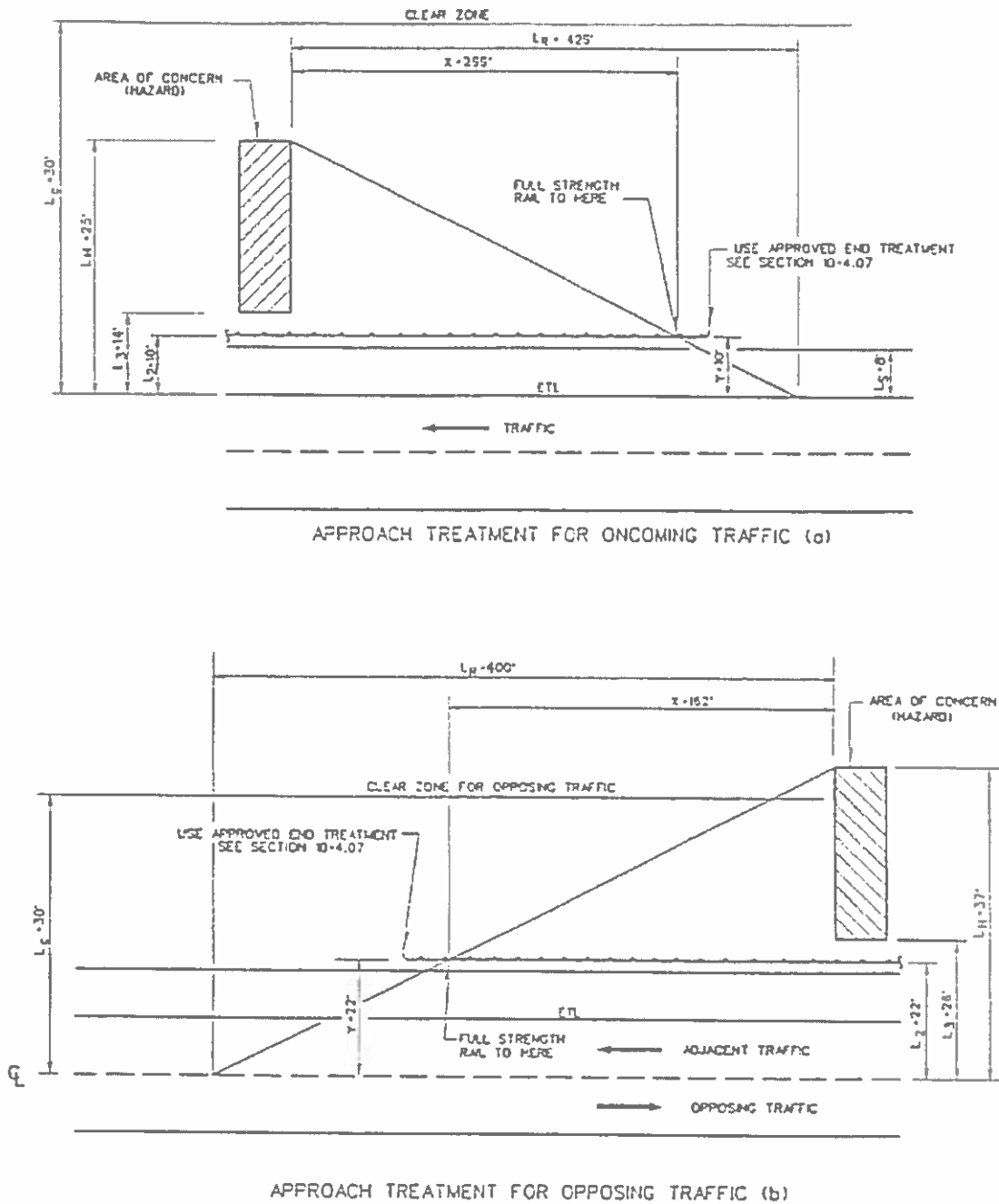
Note: X and Y are shown for the flared approach

BARRIER LENGTH OF NEED FOR ROADSIDE OBSTACLE (Method 2)

Figure 10-6

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ROADSIDE BARRIER LAYOUT



BARRIER LENGTH OF NEED FOR ROADSIDE OBSTACLE (Method 2)
(Example 4)

Figure 10-7

Design Speed (mph)	Design Traffic Volume (ADT)				L _s Shy Line Offset (ft)	Flare Rates		
	Over 6000	2000-6000	800-2000	Under 800		Inside of Shy Line	Outside of Shy Line	
	L _R (ft)	L _R (ft)	L _R (ft)	L _R (ft)			Guardrail	CMB*
70	475	445	395	360	10.0	30:1	15:1	20:1
65	450	425	370	345	9.0	28:1	14:1	19:1
60	425	400	345	330	8.0	26:1	14:1	18:1
55	360	345	315	280	7.25	24:1	12:1	16:1
50	330	300	260	245	6.5	21:1	11:1	14:1
45	260	245	215	200	5.75	18:1	10:1	12:1
40	230	200	180	165	5.0	16:1	8:1	10:1
35	200	185	165	150	4.25	15:1	8:1	9:1
30	165	165	150	130	3.5	13:1	7:1	8:1
25	140	130	120	110	2.75	12:1	7:1	8:1
20	110	100	90	80	2.0	10:1	7:1	8:1

* Concrete Median Barrier

DESIGN ELEMENTS FOR BARRIER LENGTH OF NEED

Table 10-5

10-4.02 Lateral Placement

The following will apply to the lateral placement of a roadside barrier:

1. **Relative to Shoulder.** Typical barrier location relative to the shoulder shall be two feet beyond the normal shoulder edge. In restricted locations, it is acceptable to place the barrier at the normal shoulder edge, but only if the following conditions can be met. Guardrail should not be placed closer than 4 feet from the edge of travel lane or 17 feet from the

centerline. The greater distance will control. The 17 feet minimum is critical to accommodate snowplow widths without excessive encroachment on the opposing lane.

2. **Deflection Distance.** The dynamic deflection of the barrier, as presented in Table 10-4, cannot be violated. Double-nesting the rails or decreasing the post spacing to 3' 1.5" will decrease the deflection distance by 50%. Either method must extend at least 25 feet in advance of and beyond the trailing end of the obstacle being shielded.
3. **Relative to Embankments.** A minimum of 3 feet should be provided between the face of the barrier and the break in a fill embankment. When minimal impacts are an issue, a 2 foot space may be used, but longer guardrail posts are required.
4. **Bridge Approaches.** Short runs of barrier at less than the desirable lateral offset are acceptable at bridges where the bridge width is narrower than the normal face-of-barrier-to-face-of-barrier width.
5. **Shy Line Offset.** It is desirable that a barrier be placed at or beyond the shy line offset, which is the distance beyond which a barrier will not be perceived as a hazard. See Table 10-5 for shy line offset criteria.

10-4.03 **Barrier Gaps**

Barrier gaps of less than 200 feet should be connected, unless the gap is needed for access (e.g., driveways, maintenance operations).

10-4.04 **Placement on Slopes**

Roadside barriers should not be placed on roadside slopes steeper than 10:1. This also applies to the area approaching the beginning of the barrier installation.

10-4.05 **Placement Behind Curbs**

If practical, roadside barriers should not be placed in conjunction with sloping or vertical curbs. Where this is necessary, the following will apply:

1. **Barrier/Curb Orientation.** The face of the barrier should be flush with the face of the curb (i.e., at the gutter line). The height of the barrier is measured from the pavement surface. Curb height shall not exceed 4 inches.
2. **Sidewalks.** A barrier may be warranted where a curb and sidewalk are provided. If the sidewalk is adjacent to the curb, it will likely not be practical to place the barrier flush with the curb. Table 10-6 presents the criteria for placement of a barrier beyond the curb. If a barrier will be placed closer to the curb than these distances, a three beam or rubber rail should be used.

3. **Sidewalks and Bridge Rails.** A barrier may be warranted approaching a bridge rail and a sidewalk may be provided across the bridge. When guardrail is offset from the face of curb, the height of the barrier is measured from the ground beneath the rail. It may not be practical to meet the criteria in Table 10-6. The desirable treatment in these cases will be determined on a case-by-case basis.
4. **Guardrail Terminal/Curb Orientation.** Guardrail terminals should not be placed behind curb. Where there is no alternative, curb height should be reduced to 2 inches approximately 50 feet in advance of the terminal. For flared terminals, the 2 inch height should be carried an additional 37 feet beyond the upstream end. For tangent terminals, the 2 inch height should be carried 12 feet beyond the upstream end and the terminal should be offset 1 foot to keep the impact head behind the face of curb.

10-4.06 Rub Rails

The placement of a barrier in combination with a side slope or curb may create the possibility that the bumper on an impacting vehicle will contact the barrier below the longitudinal member (e.g., the "W" beam). This may cause the vehicle to snag the posts supporting the longitudinal member. In these cases, a rub rail should be considered where a potential snagging problem may exist.

10-4.07 Guardrail Terminals

The following will apply to the barrier end treatment:

1. **Approach End.** If the approach end is within the clear zone, an approved terminal will be required. Where there is physically not space available for an approved flared terminal, the designer may consider using a tangential terminal on the approach ends of roadside barriers. In addition, a designer may consider other end treatments described in the AASHTO *Roadside Design Guide* (e.g., buried-in-back slope) in special situations. Guardrail should not be terminated with an unanchored radius. If an approved terminal is not feasible, consideration should be given to use of a curved guardrail system with breakaway posts and an anchorage assembly. See the MDOT Standard Details for more information.
2. **Trailing End.** On the trailing end of barrier runs on a one-way roadway, an unanchored terminal may be used. An approved terminal should always be used on the trailing end of a barrier on a two-way roadway.
3. **End Treatment Selection.** Guardrail terminal selection shall be based on the highway system designation. Refer to the current Guardrail and Guardrail Terminal Policy for details.

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ROADSIDE BARRIER LAYOUT

Design Speed (mph)	Recommended Distance Behind Face of Curb ⁷ for Placement of Barrier	
	<i>Desirable</i>	<i>Acceptable</i>
< 45		≥ 6 ft.
≥ 45	Barrier will be flush with face of curb at gutter line.	> 11 ft

- Notes:**
1. These criteria apply to both sloping and vertical curbs.
 2. Where barrier will be placed closer to curb than recommended distance, a three beam or rub rail should be used.

BARRIER PLACEMENT BEHIND CURBS

Table 10-6

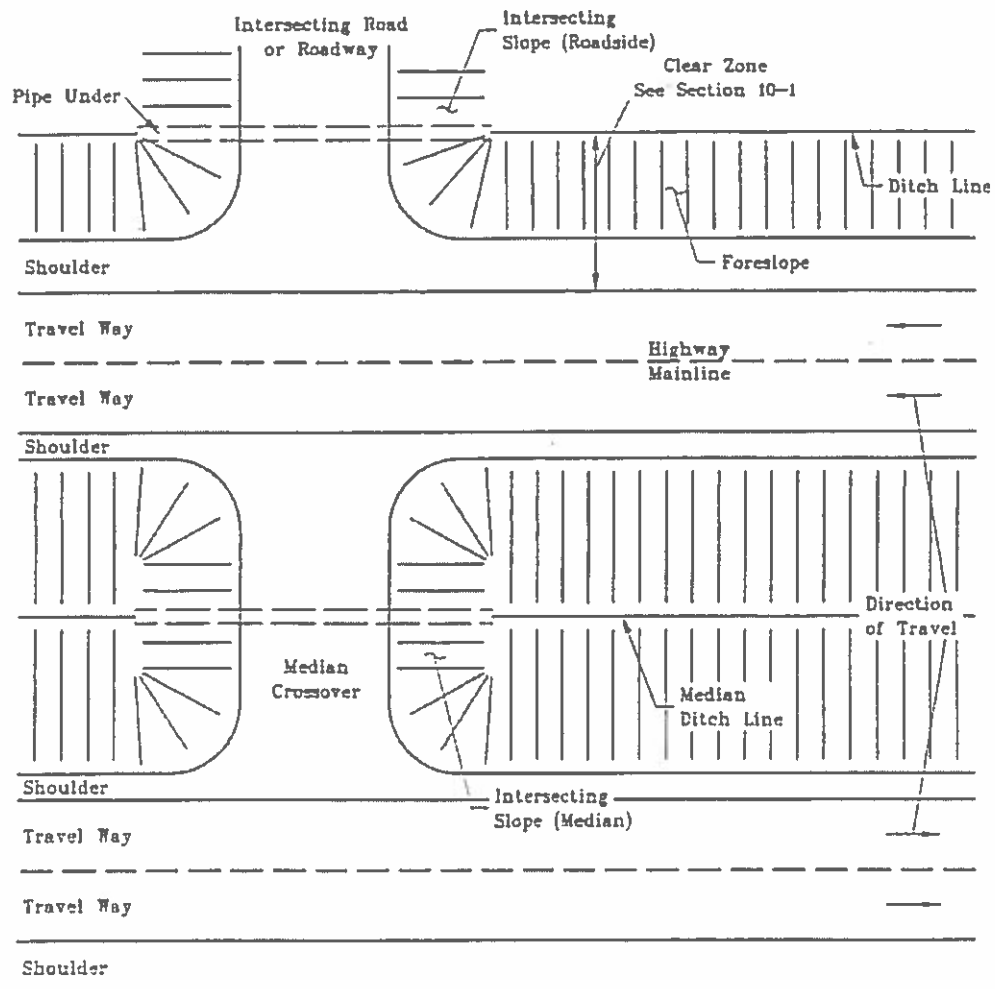
10-5 ROADSIDE DRAINAGE FEATURES

The primary purpose of roadside drainage is to properly convey water away from or below the roadway (e.g., storm runoff, rivers, streams). Chapter Twelve discusses drainage design in detail. However, the designer must also consider the safety aspects of roadside drainage features. The following presents the Department's criteria:

1. **Roadside Ditches.** As discussed in Section 10-1.04, the designer should locate the toe of the back slope outside of the clear zone, if practical. However, if this is not practical, a barrier will not normally be warranted to shield the roadside ditch, unless other roadside hazards are within the clear zone.
2. **Curbs.** See Section 10-4.05 for criteria on the use of curb and barrier in combination.
3. **Cross Drainage Structures (Culverts).** These convey water beneath the roadway. Ideally, the culvert end sections will be outside of the roadside clear zone as determined from Section 10-1. However, this may be impractical because it may require a major discontinuity in the shape of the fill slope. The MDOT Standard Details present the Department's typical design for culvert end sections based on the type of culvert, culvert size and fill slope. These end sections are typically used for all culverts whether they are within or outside of the clear zone.
4. **Intersecting Slopes/Drainage Structures.** A highway mainline may intersect a driveway, side road or median crossing. This will present a slope that may be impacted at a 90-degree angle by run-off-the-road vehicles from the mainline. See Figure 10-8. The following criteria will apply:
 - a. Medians -- Intersecting slopes in the median should be 10:1.
 - b. Roadside -- For all roads and driveways that intersect the mainline, the desirable intersecting slope is 6:1 within the clear zone. It is acceptable for the intersecting slope to be as steep as the side slope along the main road, but not to exceed 3:1. Where a barrier is shielding the slope, intersecting slopes steeper than 3:1 are acceptable.
5. **Catch Basins.** These should be flush with the roadway or ground surface.

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ROADSIDE DRAINAGE FEATURES



INTERSECTING SLOPES

Figure 10-8

10-6 MEDIAN BARRIERS

10-6.01 Warrants

The following summarizes the Department's criteria:

1. **Freeways.** Figure 10-9 presents the warrants for a median barrier based on median width and traffic volumes. Note that the traffic volumes are based on a five-year projection. In the areas shown as optional, the decision to use a median barrier will be based on construction and maintenance costs and crossover accident experience. A median barrier may also be warranted on medians not within the optional or warranted area, if a significant number of crossover accidents have occurred.
2. **Non-Freeways.** On other highways, some judgment must be used to determine median barrier warrants. On highways without full access control, the median barrier must terminate at each at-grade intersection, which is undesirable. In addition, lower speeds will reduce the likelihood of a crossover accident. Therefore, on non-freeway highways, the designer should evaluate the crash history, traffic volumes and speeds, median width, alignment, sight distance and construction costs to determine the need for a median barrier. Figure 10-9 can be used for some guidance.

10-6.02 Types

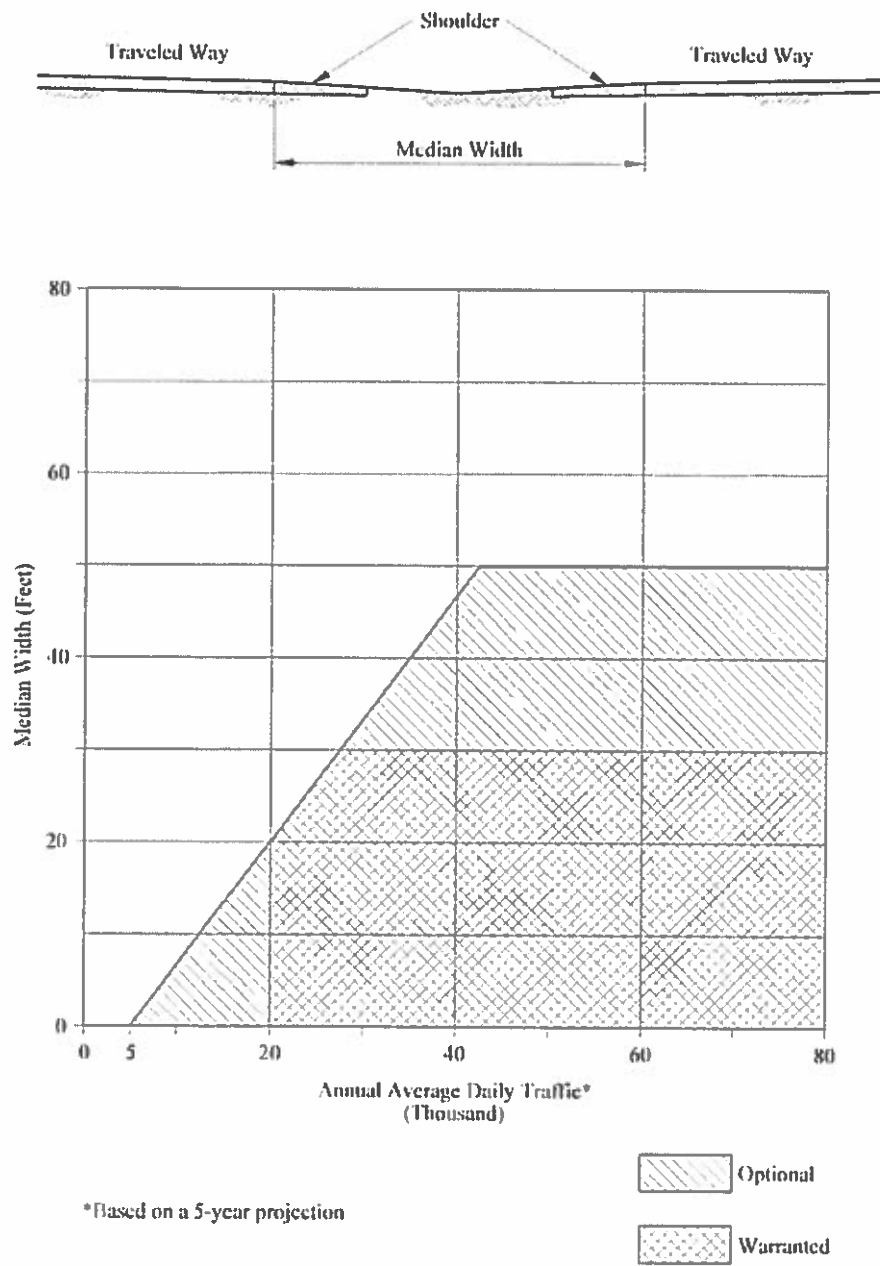
Table 10-7 presents the types of median barriers that are approved for use in Maine. The following briefly describes each type:

1. **"W" Beam.** The "W" beam median barrier with strong posts is a semi-rigid system. Its performance is similar to the "W" beam guardrail system. This median barrier is most applicable to medians with intermediate width. A special application of the W-beam median barrier is for the separation of adjacent on/off ramps at interchanges.

The Department has approved the use of two "W" beam median barriers. One uses 6x8 timber posts, and the other uses W6x8.5 or W6x9 steel posts. On non-freeways, the two systems are usually presented on a competitive bid basis in the contract proposal. On freeways, the steel post system is designated.

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MEDIAN BARRIERS

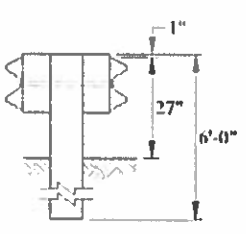
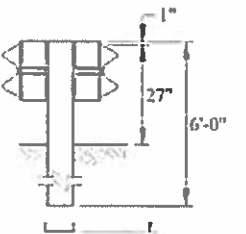
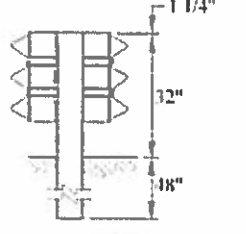
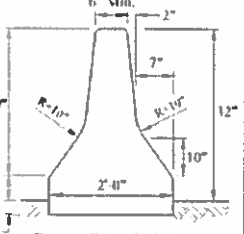


MEDIAN BARRIER WARRANTS

Figure 10-9

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MEDIAN BARRIERS

				
System	"W" Beam Median Barrier (Wood Posts)	"W" Beam Median Barrier (Steel Posts)	Thrie Beam Median Barrier (Steel Posts)	Concrete Median Barrier
AASHTO Designation	SGM04b	SGM04b	SGM09c	SGM11a
Post Spacing	6'-3"	6'-3"	6'-3"	N/A
Deflection Distance *	3'-0"	3'-0"	2'-0"	0
Post Type	6x8 Treated Wood Post	W6x9 Steel Post	W6x9 Steel Post	N/A
Beam Type	Steel "W" Section 12 ga.	Steel "W" Section 12 ga.	Steel Thrie Beam 12 ga.	N/A
Offset Brackets	6x8x14 Treated Block	6x8x14 Treated Wood Block Or Composite Plastic Block	6x8x21 1/2 Treated Wood Block Or Composite Plastic Block	N/A

* Clear distance from the face of the rail to the roadside object.

MEDIAN BARRIERS

Table 10-7

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MEDIAN BARRIERS

2. **Thrie Beam.** The thrie beam median barrier on strong posts is also a semi-rigid system. It performs similar to the thrie beam guardrail system. As with the thrie beam guardrail, the thrie beam median barrier is primarily used where there is inadequate deflection distance (e.g., less than 3 feet) for the "W" beam median barrier
3. **Concrete Median Barrier.** The concrete median barrier (CMB) is a rigid system that does not deflect upon impact. A variation is a half-section of the CMB system. These may be necessary where the median barrier must divide to go around a fixed object in the median (e.g., bridge piers).

10-6.03 Median Barrier Selection

The Department has not adopted specific criteria for the selection of median barrier systems. This involves a objective evaluation of the many trade-offs between systems. The designer should evaluate each of the following factors when selecting a median barrier:

1. **Median Width.** The median width will significantly affect the probability of impact (i.e., the number of hits) and the likely angles of impact. The former will influence maintenance costs; the latter influences safety. The greater the offset to the barrier, the higher the likely angle of impact. Specifically for the CMB, offsets of more than 15 feet should be avoided. Therefore, considering both maintenance and safety, this favors the use of the CMB on median widths up to about 30 feet and either the "W" beam or thrie beam system for wider medians.
2. **Traffic Volumes.** The higher the traffic volume, the greater the likelihood of impacts on the median barrier. From a maintenance perspective, this favors the CMB; from a safety perspective, this favors the metal beam systems.
3. **Heavy Vehicle Traffic.** The CMB is more likely to restrain and redirect heavy vehicles (trucks and buses) than the metal beam systems. Therefore, where there is a high volume of heavy vehicles, this may favor the CMB even on medians wider than 30 feet. Considering the two metal beam systems, the thrie beam performs somewhat better when impacted by heavy vehicles.
4. **Costs.** The initial cost of the CMB will exceed, perhaps by a wide margin, the initial cost of the two metal beam median barriers. The CMB may also require a closed drainage system in the median, further increasing initial costs. However, the maintenance costs per impact on the CMB will probably be far less, which favors the CMB in narrow medians and/or on high-volume highways.
5. **Maintenance Operations.** Two factors are important. First, maintenance response time will influence safety. The longer that a damaged section of median barrier is present, the greater the likelihood of a second impact on a substandard barrier. This observation favors the use of the CMB which normally sustains far less damage when impacted. Second, the

maintenance operations for repairing damaged barrier can interrupt traffic operations. It is particularly undesirable to close a traffic lane to repair a barrier. The consideration of maintenance operations generally favors the use of the CMB in narrow medians and/or on high-volume highways.

10-6.04 Median Barrier Layout

The information presented in Section 10-4 on roadside barrier layout also applies to median barriers (e.g., placement behind curbs). The following presents criteria specifically for the design of median barriers:

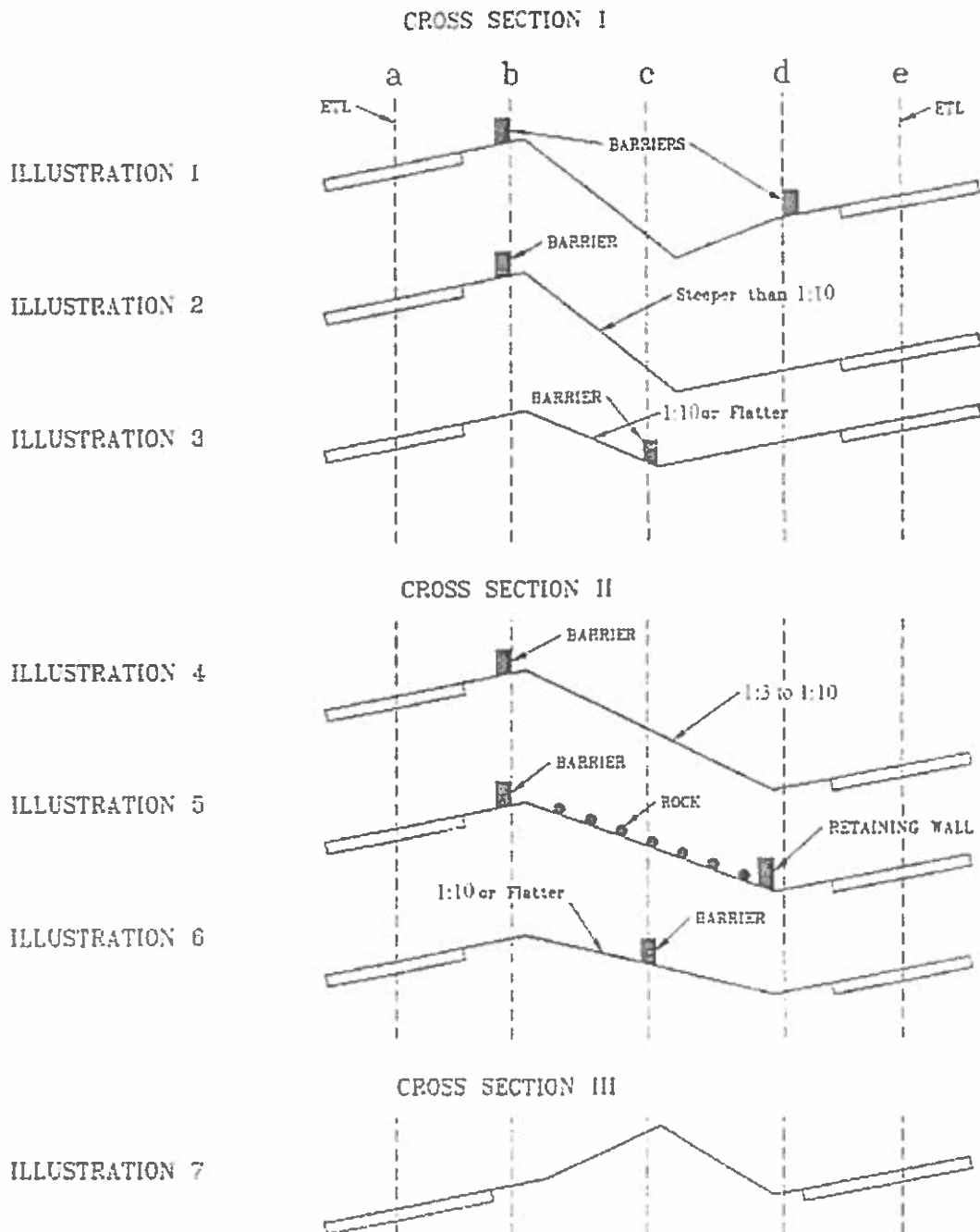
Sloped Medians

A median barrier should not be placed on a slope steeper than 10:1. Where the median slopes are steeper than 10:1, the designer should give special consideration to median barrier placement. Figure 10-10 illustrates three basic types of sloped medians. The following discusses barrier placement for each type (assuming a median barrier is warranted):

1. For Cross Section I, the designer should determine if the individual slopes warrant protection based on the criteria in Section 10-2. If both slopes warrant protection (Illustration 1), a roadside barrier should be placed at "b" and "d". If only one slope warrants protection, the median barrier should be placed to shield that slope. If "W" beam is used, a rub rail should be placed on the median side of the median barrier for potential impacts on that side. If neither slope warrants protection and both slopes are steeper than 10:1 (Illustration 2), median barrier should be placed at "b" or "d", whichever is shielding the steeper slope. Again, a rub rail should be used with the "W" beam median barrier. If the slopes are 10:1 or flatter (Illustration 3), the median barrier should be placed in the center of the median.

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MEDIAN BARRIERS



MEDIAN BARRIER PLACEMENT
(Sloped Medians)

Figure 10-10

*December 2004***MEDIAN BARRIERS**

2. For Cross Section II, the slope in the median will determine the proper treatment. If the slope is steeper than 10:1 but flatter than 3:1 (Illustration 4), the median barrier should be placed at "b". If the median slope is 3:1 or steeper, a roadside barrier at "b" is the only necessary treatment. If the median slope is a roadside hazard (e.g., rough rock cut) (Illustration 5), a roadside barrier should be placed at both "b" and "d". If the median slope is 10:1 or flatter (Illustration 6), the median barrier should be placed in the center of the median.
3. For Cross Section III (Illustration 7), the redirective capacity of the median slope will determine the proper treatment. If the median slope is 3:1 or steeper and 3 feet or higher, no roadside or median barrier is necessary. If the median slopes are flatter than 3:1, and/or not 3 feet high, the median barrier should be placed at the apex of the cross section. A rub rail should be placed on both sides of the barrier.

Flared/Divided Median Barriers

It may be necessary to intermittently divide a median barrier or to flare the barrier from one side to the other. The slope criteria or a fixed object in the median may require this. The median barrier may be divided by one of these methods:

1. A fixed object may be encased by a CMB.
2. A half-section CMB may be used on both sides to shield a fixed object.
3. The metal beam median barriers can be split into two separate runs of barrier passing on either side of the median hazard (fixed object or slope).

If a median barrier is split, the design should adhere to the acceptable flare rates. Desirably, the flare rate will be 50:1. The maximum flare rate for the CMB is 20:1; for the metal beam barriers, it is 15:1.

End Treatments

If the end of the median barrier is within the clear zone, an impact attenuator will be used. See Section 10-7. In addition, the designer may consider other end treatments described in the *AASHTO Roadside Design Guide* in special situations.

10-6.05 Glare Screens

Glare screens can be used in combination with median barriers to eliminate headlight glare from opposing traffic. The Department has not adopted specific warrants for the use of glare screens. The typical application, however, is on urban freeways with narrow medians and high traffic volumes. Another application is between on/off ramps at interchanges where the two ramps adjoin

each other. Here, the sharp radii of curvature and the narrow separation may make headlight glare especially bothersome. The designer should consider the use of glare screens at these sites.

Blocking headlight glare can be achieved in several ways, and several commercial glare screens are available. Considering both effectiveness and ease of maintenance, the paddle glare screen barrier may be the best choice.

Glare screens should be designed for a "cutoff angle" of 20°. This is the angle between the median centerline and the line of sight between two vehicles traveling in opposite directions. The glare screen should be designed to block the headlights of oncoming vehicles up to the 20° cutoff angle. On horizontal curves, the design cutoff angle should be increased to allow for the effect of the curvature on headlight direction. The criteria is:

$$\text{Cutoff Angle (in degrees)} = 20 + \frac{5729.58}{R} = 20 + D$$

Where: R = radius of curve (ft)
D = degree of curve

The designer should also evaluate the impact of a glare screen on horizontal sight distance on curves to the left. The screen could significantly reduce the available middle ordinate for stopping sight distance. See Section 5-2.06 for a discussion of sight distance at horizontal curves.

10-7 IMPACT ATTENUATORS

10-7.01 Warrants

Warrants for impact attenuators are the same as barrier warrants. Once a hazard is identified, the designer should first attempt to remove, relocate or make the hazard breakaway. If the foregoing is impractical, then an impact attenuator should be considered. Impact attenuators are most often installed to shield fixed-point hazards. Examples include exit gore areas (particularly on structures), bridge piers, non-breakaway sign supports and median barrier ends.

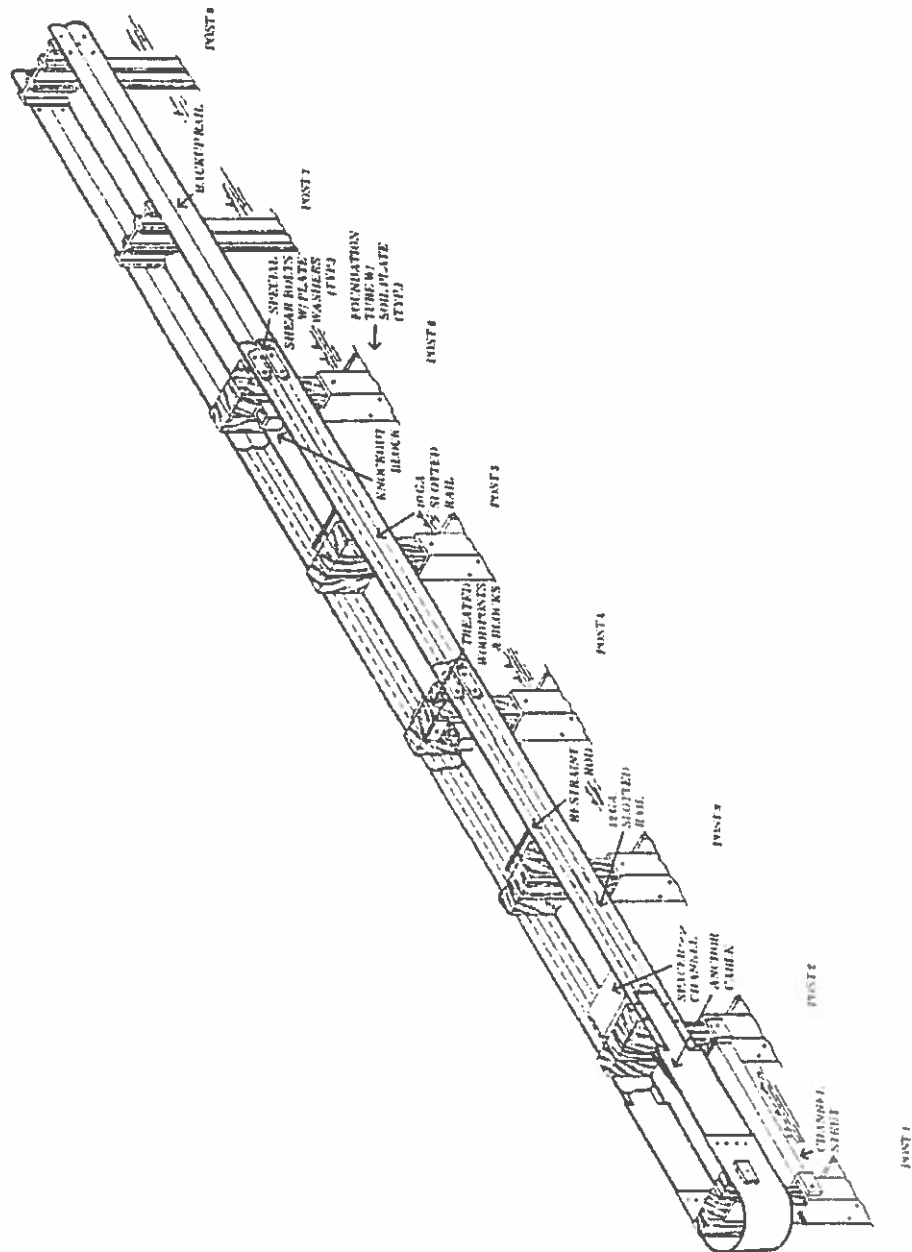
10-7.02 Types

The following impact attenuators are just three of the many that have been approved for use in Maine. For a complete, current listing of acceptable attenuators, refer to the FHWA website at

http://safety.fhwa.dot.gov/fourthlevel/hardware/term_cush.htm

The designer should note that each of these attenuators is patented. Selection shall be made on a case by case basis. Consideration should be given to space available and the likelihood of multi-directional hits.

1. CAT- 350. The Crash Cushion/Attenuating Terminal (CAT) uses energy absorbing beam elements, breakaway wooden posts and a cable anchorage system to gradually dissipate the vehicle's kinetic energy during impact. The system also provides adequate anchorage for the ends of double-beam guardrail and concrete median barriers. Figure 10-11 illustrates a typical design.
2. REACT - 350. The Reusable Energy Absorbing Terminal (REACT) uses plastic cylinders to provide safe deceleration for occupants in a vehicle. It is designed to withstand a series of impacts without need for major repairs. There are various cylinder arrangements possible for different situations. Figure 10-12 illustrates one of these arrangements.
3. QuadGuard. During head-on impacts, the QuadGuard Systems telescope rearward and crush the cartridges to absorb the energy of the impact. When impacted from the side, the QuadGuard Systems safely redirect the errant vehicle back toward its original travel path. Figure 10-13 illustrates different QuadGuard models for different uses.



CAT-350

Figure 10-11

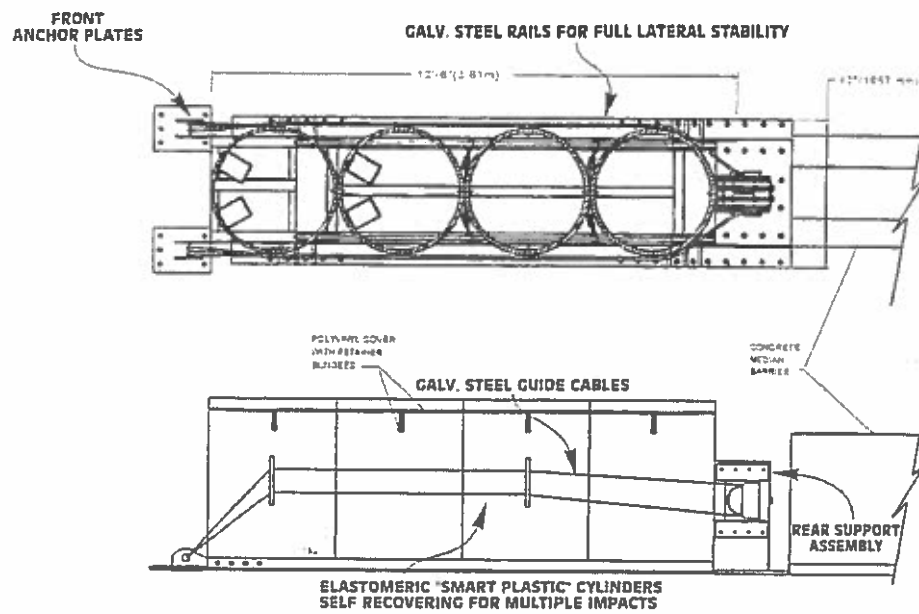


Figure 10-12

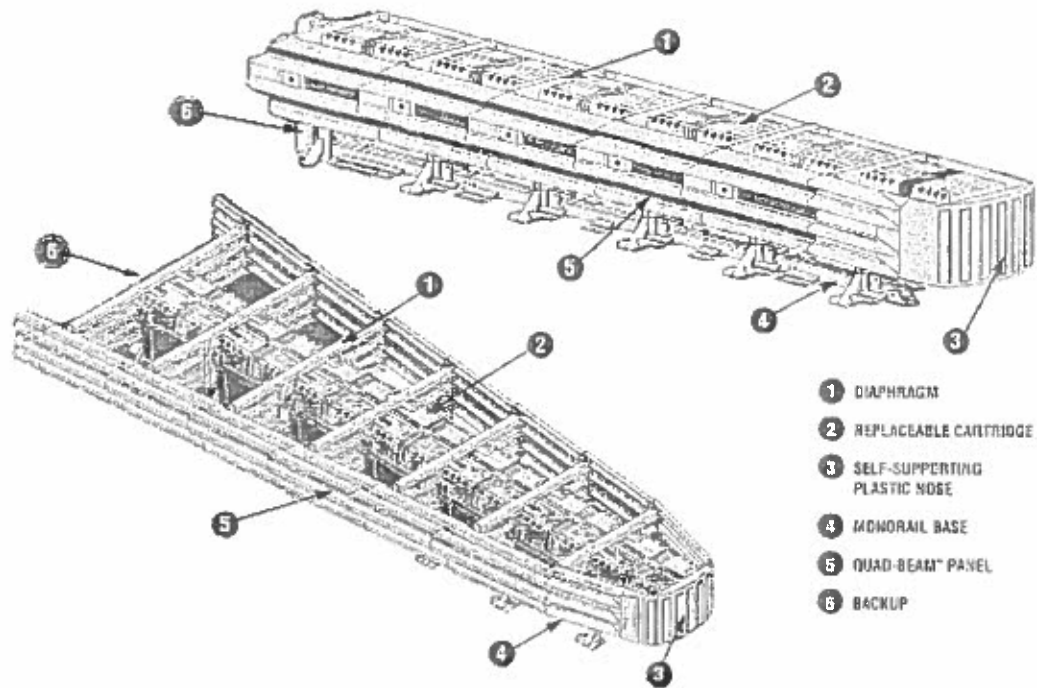
**QuadGuard**

Figure 10-13

In the future, other impact attenuator systems may be developed and approved for use by the Department.

10-7.03 Impact Attenuator Design

Once an impact attenuator has been selected, the designer must ensure that its design is compatible with the traffic and physical conditions at the site. For the patented attenuators, the designer should coordinate with the manufacturer for all design features.

Impact Speed

An initial impact speed must be assumed in selecting an attenuator. Table 10-8 presents the Department's criteria.

Highway Design Speed (V in mph)	Impact Speed (mph)	
	<i>Freeways</i>	<i>Non-Freeways</i>
$V \geq 60$	60	60
$40 < V < 60$	60	Design Speed
$V \leq 40$	-	40

IMPACT SPEED FOR IMPACT ATTENUATORS

Table 10-8

Deceleration

For impact attenuators, acceptable vehicular deceleration is determined by the criteria which has been adopted by FHWA. The manufacturer is responsible for ensuring that the system meets the FHWA deceleration criteria.

Placement

Several factors should be considered in the placement of an impact attenuator:

1. **Level Terrain.** The attenuator should be placed on a level surface or on a cross slope not to exceed 5 percent.
2. **Curbs.** No curbs should be present at proposed new installations.
3. **Surface.** A paved, bituminous or concrete pad should be provided under the attenuator.
4. **Orientation.** The proper orientation angle will depend upon the design speed, roadway alignment and lateral offset distance to the cushion. For most roadside conditions, a maximum angle of approximately 10°, as measured between the highway and attenuator longitudinal centerlines, is considered appropriate.



MEMORANDUM

TO: Michael Claus, Director of Public Works, Kennebunkport, ME
FROM: Barry Sheff, P.E., David Senus, P.E. and Kris Rosner, Senior Cost Estimator
DATE: November 15, 2017
RE: Ocean Ave Retaining Wall Replacement - Opinion of Probable Project Cost

This memorandum documents the results of Woodard & Curran's work completed in accordance with Task Order 18-18 executed on October 17, 2017 related to the existing retaining wall along the west side of Ocean Avenue, from the south edge of the Nonantum Resort property at 95 Ocean Avenue south to the Glen Creek Bridge (approximately 650 linear feet). Specifically, this memorandum addresses our scope of work, Task 2 – Evaluate 2009 Design Plans and Update Opinion of Probable Project Cost.

This memorandum outlines the design assumptions utilized in preparing the opinion of probable project cost for replacing the retaining wall. The existing cast-in-place wall retains the sidewalk and the southbound lane of Ocean Avenue. The condition of the existing wall varies, from fair and stable to near failure (cracked and overturning). We understand the Town would like to budget the replacement of this wall in a future Capital Improvement Plan budget.

Background

In 2009 Woodard & Curran prepared a design to replace this retaining wall system. The design envisioned a cast-in-place wall system along the sidewalk edge with concrete posts and metal rails extending up from grade, similar to the existing wall. Various drainage features were also planned to be replaced, and sidewalk and the full width of roadway were to be resurfaced with new bituminous asphalt binder and surface courses.

Woodard & Curran has prepared an updated opinion of probable project cost to replace this wall system; however, in lieu of replacing the existing wall with a cast in place concrete wall (as designed in 2009), Woodard & Curran now envisions utilizing a high strength precast (wet-cast) large-block modular wall system. Utilizing a modular block wall system in lieu of cast-in-place concrete will save on overall cost, save on time of installation, reduce impacts to the adjacent roadway (limiting traffic and utility impacts), reduce impacts on the resource area, and reduce impacts to adjacent private property. To inform our opinion of probable construction cost, we coordinated with Stone Strong Block systems, which is locally manufactured by Precast of Maine in Topsham, ME. It should be noted that several large-block retaining wall manufacturers exist in this area; therefore, future design plans and specifications would likely not be limited to a single supplier, to ensure the most competitive bidding environment for the Town's benefit.

Key Assumptions Utilized to Inform the Estimate

The appended cost estimate was prepared by a professional cost estimator at Woodard & Curran following an estimating approach common to the construction industry. It provides a detailed breakdown of material, labor, and equipment costs, along with cost breakdowns for contractor general conditions, overhead, and profit. The estimate also includes an estimating contingency (10%) to account for unresolved conditions due to the schematic level of design development and a recommended owner's contingency (10%) to account for unforeseen conditions during construction. It also includes estimated costs for engineering, permitting, and construction phase services (i.e. - testing, inspection, administration). All items in the estimate were developed based on current industry prices or recent trends, and constitute a snapshot in time for what the bid cost may be in November 2017 dollars. Given our understanding that the Town will be evaluating available funding for construction in future years, we have recommended escalation factors as noted herein.



The estimate was prepared based on several key design assumptions, as follows:

- Wall system installation procedure:
 - Excavate alongside existing wall to proper subgrade, saw-cut and demo existing wall
 - Install crushed stone base above existing footing / existing wall base
 - Install stacked block wall on crushed stone base and backfill (assume 6' high stacked blocks with partially buried base, assume higher wall at culvert)
 - Install guardrail / fall protection at top of wall (posts set into wall voids)
- Crash rated guard rail and pedestrian fall protection is needed along top of wall (refer to memo); estimate includes a rail that matches the Glen Creek Bridge crossing
- Roadway / Sidewalk repairs:
 - New granite curb
 - New sidewalk and sidewalk base
 - New roadway base and pavement within 3' of curblane
 - 1" mill and pavement overlay full width of road for entire zone work zone (650 LF)
- Demolish existing 36" cross culvert and provide new 3'x3' pre-cast embedded bottom box culvert, replacing 3 catch basins and storm drain manhole
- Traffic Control assumption: 1 lane of traffic maintained with the lane closure protected by jersey barrier; temporary timed traffic signal; flaggers present during setup of each new work location; signage on approach and departure.
- Estimate does not include any costs for repairs/replacement of water or sewer infrastructure
- Estimate includes an E&SC allowance (covers sweeping, dust control, sediment control)
- Estimate includes an allowance for temporary removal and repair of deck and fences at Rinaldi residence
- Construction duration – 1 month lead time, 2-month construction window, 1 month final work & cleanup. 4 months total contract, with 2 months of active construction that will impact traffic.

Opinion of Probable Construction Cost

Nov 2017 Dollars	Construction Subtotal Cost	\$750,000	
	Engr/Detail. by Precast Supplier	\$2,000	
	Engr/Permit./Bid Phase Services	\$60,000	8% of construction subtotal
	Construction Administration	\$30,000	4% of construction subtotal
	Construction Testing & Inspection	\$30,000	4% of construction subtotal
	Estimating Contingency	\$75,000	10% of construction subtotal
	Owner's Contingency	\$75,000	10% of construction subtotal
	Project Total	\$1,022,000	

FY 19 Dollars*	Construction Subtotal Cost	\$772,500	
	Engr/Detail. by Precast Supplier	\$2,060	
	Engr/Permit./Bid Phase Services	\$61,800	8% of construction subtotal
	Construction Administration	\$30,900	4% of construction subtotal
	Construction Testing & Inspection	\$30,900	4% of construction subtotal
	Estimating Contingency	\$77,250	10% of construction subtotal
	Owner's Contingency	\$77,250	10% of construction subtotal
	Project Total	\$1,052,660	

*Assumes 3% annual increase in costs annually

FY 20 Dollars*	Construction Subtotal Cost	\$795,675	
	Engr/Detail. by Precast Supplier	\$2,122	
	Engr/Permit./Bid Phase Services	\$63,6542	8% of construction subtotal
	Construction Administration	\$31,8272	4% of construction subtotal
	Construction Testing & Inspection	\$31,827	4% of construction subtotal
	Estimating Contingency	\$79,568	10% of construction subtotal
	Owner's Contingency	\$79,568	10% of construction subtotal
	Project Total	\$1,084,240	

*Assumes 3% annual increase in costs annually

Budget Estimate Summary
Ocean Avenue Seawall Reconstruction
Woodard & Curran
41 Hutchins Drive
Portland, Maine 04102



WOODWARD
CLYDE

[illegible]

Ocean Avenue Seawall Reconstruction

Recap - With Taxes and Insurance , Indirect Costs are Spread

Group 1: Area

Estimator : K. Rosner

Description	Quantity	UM	Lab.Total	Mat.Total	Sub.Total	Const. Eqp.	Process Eqp.	Tmp.Mat.ToOther	TotalTot	UnitCost	TotalCost
General Notes											
General Conditions			97,089.09	45,675.69	440.99	18,352.17					161,558
Demolition of Existing			43,205.26	3,254.84	115,675.62	16,272.89					178,409
Excavation			36,923.76	2,627.87		16,081.10					55,633
Foundation			23,443.39	17,947.31		5,413.14			30.99		46,835
Precast Wall Installation			68,963.18	201,025.94	43,491.28	30,034.69					343,515
UG Utility Work			18,064.25	19,494.98		7,867.37					45,427
Backfill at Wall			16,820.29	32,181.57		5,040.56					54,042
Site Restoration			36,486.09	24,165.88	72,143.29	3,460.91			325.35		136,582
Total Estimate			340,995.31	346,374.09	231,751.18	102,522.83			356.33		1,022,000

Estimate Detail - Ocean Avenue Seawall Reconstruction

Detail - With Taxes and Insurance ,Indirect Costs are Spread

Group 1: Area

Estimator : K. Rosner

Description	Quantity	UM	Lab.Total	Mat.Total	Sub.Total	Const. Equip.	Process Equip.	Temp.Mat.ToOther	Total	UnitCost	TotalCost
General Notes											
*Estimate Does Not Include Wall "A" and "B"		****									
Shown on the 2009 Plans*		****									
Assume One Lane of Traffic is Closed For the Duration of the Project		****									
* Total General Notes											
General Conditions											
Mobilize/Demobilize	1	LS	5,067.59	2,463.63					7,531.22		7,531
Project Manager	4	WEEK	24,833.39						6,208.35		24,833
Project Superintendent	8	WEEK	46,119.15						5,764.89		46,119
Living expenses	8	WEEK		3,941.81					492.73		3,942
Purchase drawings	1	LS		492.73					492.73		493
Information systems	2	MO		2,135.15					1,067.57		2,135
Progress photographs	2	MO			440.17				220.08		440
Job communications	2	MO		1,149.69					574.85		1,150
Storage trailer(s)	2	MO		410.60					205.30		411
Temporary toilets	2	MO		821.21					410.60		821
Water, ice and cups	2	MO		468.09					234.04		468
First aid supplies	2	MO		164.24					82.12		164
Safety supplies	2	MO		500.12					250.06		500
Office supplies	2	MO		274.28					137.14		274
Small tools	2	MO				1,699.90			849.95		1,700
Support equipment	2	MO				8,499.52			4,249.76		8,500
Gasoline and lubricating oil	1	GALS		5.75					5.75		6
Generators	2	MO				4,134.17			2,067.08		4,134
Automobile	1	MO				1,019.94			1,019.94		1,020
Pick-up truck	2	MO				2,998.63			1,499.32		2,999
Sidewalk barricades	20	LNFT		328.48					16.42		328
Rent Traffic Barriers (700 LF @ \$10/LF per month)	2	MO		22,993.88					11,496.94		22,994
Traffic Lights/Signs for 1 Way Traffic	1	LS		6,569.68					6,569.68		6,570
Flagger for Traffic Control	160	MH	16,855.17						105.34		16,855
Job clean up	2	MO	4,213.79	2,956.36	0.82				3,585.48		7,171
* Total General Conditions											
			97,089.09	45,675.69	440.99	18,352.17					161,558
Demolition of Existing											
Sawcut Asphalt Pavement	680	LNFT			1,396.06				2.05		1,396
Remove asphalt paving (road)	4,000	SqFt	1,662.56	294.32		1,527.19			0.87		3,484
Remove Existing Barricade	662	LNFT	3,486.91						5.27		3,487
Excavate For Demo Work	400	CY	8,861.71	630.69		3,859.46			33.38		13,352
Sawcut Existing Wall (assume 18" thick)	1,324	LF			97,855.37				73.91		97,855
Remove sidewalks	3,400	SQFT	3,797.78	420.49		565.83			1.41		4,784
Remove curbs	680	LNFT	2,582.64	285.91		384.70			4.78		3,253
Remove concrete walls	4,634	SQFT	22,813.66	1,623.42		9,935.71			7.42		34,373
Wood deck removal & repair allowance	1	LS			16,424.20				16,424.20		16,424
* Total Demolition of Existing											
			43,205.26	3,254.84	115,675.62	16,272.89					178,409
Excavation											
Excavate Road Side of Wall	1,250	CY	36,923.76	2,627.87		16,081.10			44.51		55,633
* Total Excavation											
			36,923.76	2,627.87		16,081.10					55,633

Estimate Detail - Ocean Avenue Seawall Reconstruction

Detail - With Taxes and Insurance ,Indirect Costs are Spread

Estimator : K. Rosner

Group 1: Area

Description	Quantity	UM	Lab.Total	Mat.Total	Sub.Total	Const. Equip.	Process Equip.	Tmp.Mat.	Other	Total	UnitCost	TotalCost
Foundation												
Dewatering												
Dewatering sump pump	3	Each	129.90	985.45		4,079.77					1,731.71	5,195
Sump hole excavation by backhoe	22	Each	727.23	90.24		383.45					56.00	1,232
Sump hole gravel collar	22	Each	595.39	67.19							30.12	663
24" corrugated mtl coated pipe	20	LNFT	708.94	798.89		308.76					90.83	1,817
Crushed stone @ foundation (12" Thk x 5' wide)	170	Cuyd	13,150.95	10,129.79		641.17					140.72	23,922
Geotextile Soil Stabilization	750	SY	553.06	5,875.76							8.57	6,429
Fine grade stone foundation	3,400	SQFT	7,577.91								2.23	7,578
* Total Foundation			23,443.39	17,947.31		5,413.14					30.99	46,835
Precast Wall Installation												
Purchase Modular Precast Retaining Wall System (Strong Stone)	4,170	Sqft		143,826.70							34.49	143,827
Install Modular Precast Retaining Wall System (Strong Stone)	4,170	Sqft	52,790.56	35,066.32		22,991.17					26.58	110,848
Crushed stone fill in retaining wall	365	Cuyd	16,172.62	22,132.92		7,043.52					124.24	45,349
Guardrail (Timbers with Steel Posts)	662	LNFT			43,491.28						65.70	43,491
* Total Precast Wall Installation			68,963.18	201,025.94	43,491.28	30,034.69						343,515
UG Utility Work												
* Estimate Does Not Include San. Sewer Replacement Shown on the 2009 Drawings												
Remove culvert pipe	30	LNFT	1,329.26	94.60		578.92					66.76	2,003
Excavation @ pipe trench												
Shoring and bracing												
Remove & Replace 4' diameter precast manhole	8	VLF	2,215.43	2,214.70		964.87					674.37	5,395
Remove & Replace 4' diameter precast catchbasin	24	VLF	6,646.28	6,644.09		2,894.60					674.37	16,185
* No. of manholes and catchbasins *												
Catch basin grating	4	Each		1,758.61		578.92					305.57	3,667
24" 350# std MH cwrfrm	12	SQFT	1,329.26	334.87		148.44					824.15	824
HDPE class 1000 butt joints	1	EACH	340.83									
12" Storm Drain												
Precast box culvert 3'x3'	20	LNFT	1,772.34	1,057.22		771.89					180.07	3,601
* Total UG Utility Work	30	Lnft	4,430.85	7,390.89		1,929.74					458.38	13,751
			18,064.25	19,494.98		7,867.37						45,427
Backfill at Wall												
Crushed stone fill behind retaining wall	200	Cuyd	8,861.71	12,127.63		3,859.46					124.24	24,849
Backfill road side of wall (struct fill)	600	CUYD	7,958.58	20,053.95		1,181.09					48.66	29,194
* Total Backfill at Wall			16,820.29	32,181.57		5,040.56						54,042
Site Restoration												
Erosion Control Allowance	1	LS			16,424.20						16,424.20	16,424
Granite curb 6x18 straight	680	LNFT	29,319.25	12,931.73		1,723.38					65.09	44,260
Gravel sub base for sidewalk	130	CUYD	4,110.43	7,473.01		241.61					91.27	11,865
Asphalt Sidewalk	45	TON	3,056.41	3,761.14		1,495.92					184.74	8,313
Temp. Patch Asphalt at Roadway	473	SQYD			27,190.26						57.48	27,190
Mill Existing Pavement - 1"	1,940	SQYD			9,558.88						4.93	9,559

Estimate Detail - Ocean Avenue Seawall Reconstruction

Detail - With Taxes and Insurance ,Indirect Costs are Spread

Group 1: Area

Estimator : K. Rosner

Description	Quantity	UM	Lab.Total	Mat.Total	Sub.Total	Const. Eqp.	Process Eqp.	Tmp.Mat.	Total	UnitCost	TotalCost
Overlay Existing Pavement - 1"	105	TON	36,486.09	24,165.88	18,969.95					180.67	18,970
* Total Site Restoration			72,143.29	346,374.09	72,143.29	3,460.91			325.35		136,582
Total Estimate			340,995.31	346,374.09	231,751.18	102,522.83			356.33		1,022,000



41 HUTCHINS DRIVE
PORTLAND, MAINE 04102
TEL. (207) 774-2112
FAX (207) 774-6635

CLIENT _____

PROJECT KENNEBUNK PORT SEAWALL REPLACEMENT

DESIGNED BY _____

DATE _____

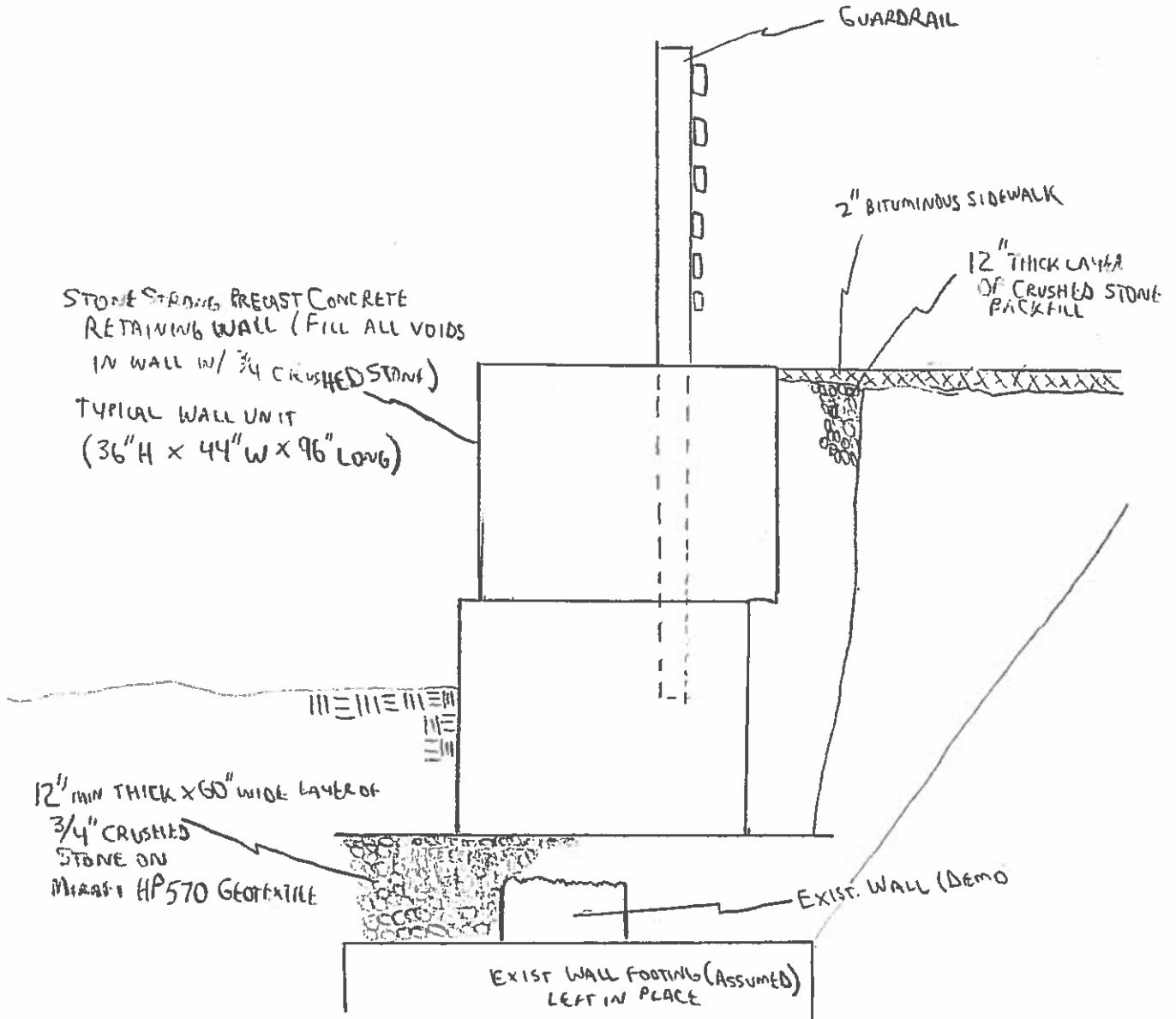
CHECKED BY _____

DATE _____

PROJECT NO. 203806.36

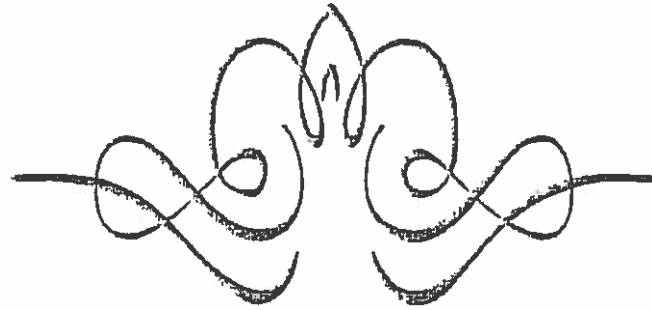
SHEET NO. _____

OF _____



TYPICAL CROSS SECTION (AS ESTIMATED)

$\frac{1}{2}'' = 1'-0''$



Agenda Item Divider



12

ROAD ACCEPTANCE POLICY

PURPOSE

The Kennebunkport Board of Selectmen hereby finds and determines that an interconnected street system is necessary in order to protect the public health, safety, and welfare in order to ensure that streets will function in an interdependent manner, to provide adequate access for emergency and service vehicles, to connect neighborhoods, to promote walking and biking, to reduce miles of travel that result in lower air emissions and wear on the roadway, and to provide continuous and comprehensible traffic routes.

I. ROAD ACCEPTANCE REQUIREMENTS:

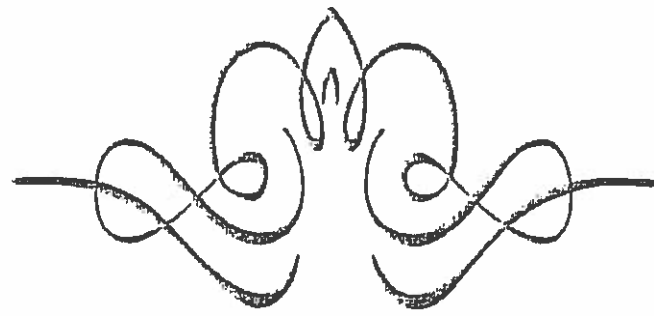
A street may only be brought forward for a Town vote by the Board of Selectmen if it provides sufficient public benefit to justify perpetual public maintenance. A street shall be considered to provide sufficient public benefit if it meets or exceeds the public service need, pedestrian accommodation, and connectivity requirements. The following categories shall be used by the Board to classify ways proposed for acceptance:

- a. Lead to a public facility;
- b. Road connects to other streets or is a thoroughfare;
- c. Other public benefit

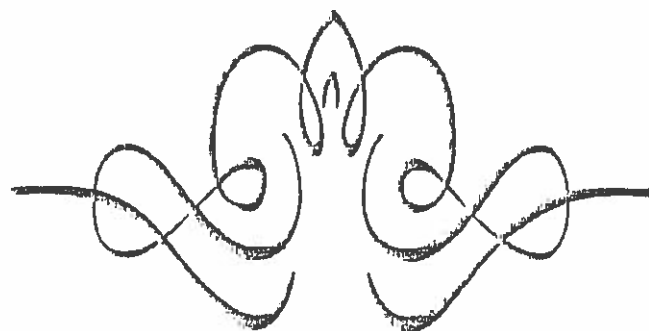
II. ROAD ACCEPTANCE PROCEDURE

It shall be determined early in the Planning Board approval process, whether a road or street shall be a public or private way.

1. If a proposed street is determined to be a private street, for the use of only the residents on the street, then the developer shall ensure that the Town road specifications are met as required in the subdivision regulations.
2. If a proposed street is determined to be a public street, for the use of the general public and to be maintained by the Town, the developer shall require that the road meet Town road specifications as required in the subdivision regulations, and
 - a. The road must meet the public benefit criteria established in Section II.
 - b. the developer submits the road layout and construction criteria for Town review. The Town will submit the road documentation to the Town's engineering firm and Town staff for review and recommendations.
 - c. The recommendations and request for Town acceptance will be submitted to the Board of Selectmen for review of public benefit.
 - d. Recommendations from Town Staff, Town Engineer and Board of Selectmen will be submitted to the Developer and Planning Board as part of the subdivision review process.
 - e. Once a road is approved by the Planning Board it may be scheduled for a town acceptance vote, after it is fully constructed and 75% of the lots within the subdivision have been constructed.



Agenda Item Divider



(13)
TOWN OF KENNEBUNKPORT
Street Opening Permit

PROPERTY INFORMATION

Name of Homeowner: Ben and Rebecca Thompson Date: 7/1/18
Address: 3 Temple St.
Telephone: 207 967 5783 Map, Block, Lot: Map 11 Lot 12 Block 6
Street to be excavated: Temple Street (Sidewalk)
Size of excavation (length and width): 5 X 8'
Reason for excavation: Tie into storm drains for Sump Pump line
Permit Conditions: If there is, any intrusion into the black top, road should be paved from curb to curb.

CONTRACTOR INFORMATION

Date of excavation: August 2018
Name of Contractor: Arthur Vose Wood's Farm Landscaping
Address: 172 Log Cabin Rd. Arundel ME 04046
Telephone: 207 251 3856 Fax: _____

BOND & INSURANCE INFORMATION

Performance Bond: ☐ Cash ☐ Check ☐ Money Order ☐ Surety Bond ☐ Other
Bond Amount: _____
Company that issued the bond (if applicable): _____
Person or entity providing the bond to the Town (contractor, property owner, other): _____
Insurance Company: _____
Signature of person completing the application: _____ Date: _____

APPROVED

Highway Superintendent: Mill W. Clau Selectmen: _____
Selectmen: _____ Selectmen: _____
Selectmen: _____ Selectmen: _____
Date Approved: _____

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

Application Fee: \$25.00
Date Paid: 7-23-2018
Amount Paid: \$25
☐ Cash ☒ Check ☐ Money Order

PAID

BOND NUMBER S-869612

LICENSE OR PERMIT BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, Woods Farm Landscaping
of 172 Log Cabin Road Arundel ME 04046 as Principal,
and NGM Insurance Company, a Florida Corporation with principal office at
4601 Touchton Rd East Ste 3400 Jacksonville, FL 32245-6000, as Surety,
are held and firmly bound unto Town of Kennebunkport in the sum of
Two Thousand and 00/100 DOLLARS (\$ 2,000.00),
for the payment of which sum, well and truly to be made, we bind ourselves, our personal representatives,
successors and assigns, jointly and severally, firmly by these presents.

The Condition of this obligation is such, that Whereas the Principal is desirous of obtaining a license from
Town of Kennebunkport to carry on business as Street Opening Bond
in 3 Temple Street, Kennebunkport, ME for the term commencing on the
17th day of July, 2018 and ending on the 17th day of July, 2019.

The Principal shall faithfully perform said work in all respects and shall guarantee his work for a period of 1 year
after completion, against any failure caused by defective materials, or defective workmanship and will make good
such defects, if so ordered, to the satisfaction of the Town Manager or the Town Manager's designee, and shall
comply in all respects with the rules and regulations established relative to such work, and with the terms of the
permits that may be issued to them.

NOW, THEREFORE, if Principal shall, during the aforesaid term, faithfully observe and honestly comply with such
Ordinances, Rules and Regulations, and any Amendments thereto, as require the execution of this bond, then
this obligation shall become void and of no effect, otherwise to be and remain in full force and virtue.

The Surety may, if it shall so elect, cancel this bond by giving thirty (30) days written notice to the Obligee and the
bond shall be deemed canceled at the expiration of said period; the Surety remaining liable, however subject to all
the terms, conditions and provisions of this bond, for any act or acts covered which may have been committed by
the Principal up to the date of such cancellation.

PROVIDED, HOWEVER, that this bond may be continued from year to year by certificate executed by the Surety
heron.

SIGNED, SEALED AND DATED on this 17th day of July, 2018.

Woods Farm Landscaping

Principal

By

Arthur Vose

NGM Insurance Company

Surety

By

Kimberly Whitmore

Attorney-in-Fact



KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"SECTION 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them."

does hereby make, constitute and appoint Kimberly Whitmore its true and lawful Attorney-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed bond number S-869612 dated July 17, 2018, on behalf of **** Woods Farm Landscaping **** in favor of Town of Kennebunkport for Two Thousand and 00/100 Dollars (\$ 2,000.00) and to bind NGM Insurance Company thereby as fully and to the same extent as if such instrument was signed by the duly authorized officers of NGM Insurance Company; this act of said Attorney is hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such officer and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 11th day of January, 2016.

NGM INSURANCE COMPANY By:



Bruce R. Fox
Vice President, General Counsel and Secretary



State of Florida,
County of Duval

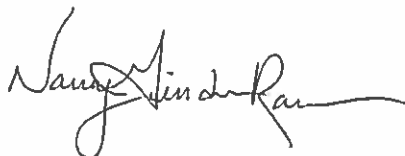
On this 11th day of January, 2016 before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Bruce R. Fox of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me fully sworn, deposed and said that he is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal at Jacksonville, Florida this 11th day of January, 2016.



Tasha Ann Philpot
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF915117
Expires 10/3/2019

I, Nancy Giordano-Ramos, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in force and effect. **IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this 17th day of July, 2018.



WARNING: Any unauthorized reproduction or alteration of this document is prohibited.

TO CONFIRM VALIDITY of the attached bond please call 1-800-225-5646.

TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claims.

Town of KENNEBUNKPORT
----- Receipt -----

Thank You for Your Payment

07/23/18 11:07 AM ID:NLE #1073-1
TYPE----- REF--- AMOUNT
Administration

Miscellaneous 25.00

Total: 25.00*

Paid By: Ben & Rebecca Thompson, Temple :

Remaining Balance: 0.00

Balance reflects all related accounts

Check : 25.00

VV671 - 25.00

FY 18

Use of Contingency for Consideration

Department					
Account Name	Number	Carryforward Request	FY 19 Funds	Reason	
Harbormaster	27-07 50-24	1,346.00		Kennebunk River Harbormaster	
Shade Tree	31-04 20-17	1,640.77		tree treatments	
American Legion	38-01 50-16	1,600.00		Memorial Day parade funds from fy 17	
Utilities	31-03 15-07	710.00		increased water rates	
Insurance	25-10 25-02	8,829.00		higher rates - workers comp etc	
Total FY 18 use of contingency		14,125.77			
Available funds		60,000.00			



Agenda Item Divider



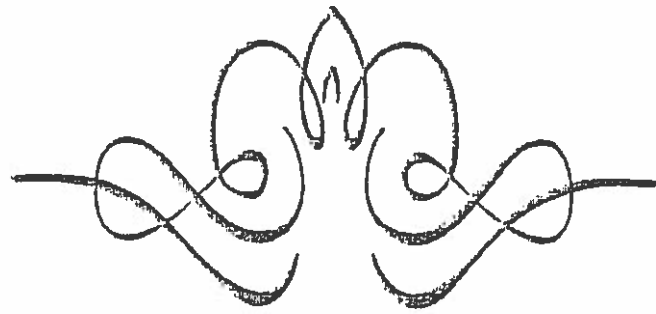
Town of Kennebunkport

FY 18

Carryforwards for Consideration

Department						
Account Name	Number	Carryforward Request	FY 19 Funds	Reason		
Conservation Commission	27-07 50-01	3,000.00		Water Conservation grant Kennebunk River		
Solid Waste	29-01 50-72	6,600.00		monitoring - double testing		
Police vehicle repairs	27-01 35-03	950.00		repairs Car 26		
Police salaries	27-01 10-01	37,000.00		Officer from Biddeford & additional SRO officer		
Police computers	27-01 30-08	6,000.00		laptops for SROs		
Police vehicle maint	27-01 35-03	5,000.00		Explorer equipment		
Highway Salaries	31-01 10-01	20,000.00		accrued liabilities for separated employee		
Highway Health	31-01 12-05	7,057.00		accrued liabilities for separated employee		
Fire uniforms	27-03 12-12	811.50		uniforms for Chief		
Fire supplies	27-03 30-01	2,203.00		furniture for Chief		
Fire building maint	27-03 35-01	4,500.00		prepare office space		
Public Works	31-01 30-40	3,530.00		Project Canopy grant match		
Legal	25-09 20-38	83,408.00		GRB funds		
Planning	25-12 20-06	10,000.00		Housing land analysis		
Admin salaries	25-01 10-01	10,000.00		Funds for intern and personnel adjustments		
Admin salaries	25-01 10-01	5,000.00		Employee recognition		
Total FY 18 carryforward requested		201,529.50				
Estimated available funds FY 18		468,139.56				

(15)



Agenda Item Divider





Agenda Item Divider



16

Town of Kennebunkport

Memo

To: Laurie Smith, Town Manager
Board of Selectmen

From: Jennifer Lord, Treasurer

Date: 8/6/18

Re: Guinea Road

Property located on Guinea Road, Map/Lot 027/002/016, was considered Town property via foreclosure with 2010 tax lien. This is an unusable 3,000 square foot lot, that the property owners have agreed to include with their home lot.

At this time, I would request that the Board of Selectmen authorize me to write off the outstanding principal on taxes as follows:

2010 Lien	\$ 43.11
2011 Lien	43.11
2012 Tax	<u>43.11</u>
Total to write off	\$129.33

And to sign the attached quitclaim deed.

Thank you!



12RETTD

RETTD

00

**MAINE REVENUE SERVICES
REAL ESTATE TRANSFER TAX
DECLARATION**

TITLE 36, M.R.S.A. SECTIONS §§4641-4641N

1. County

YORK

2. Municipality/Township

KENNEBUNKPORT

**3. GRANTEE/
PURCHASER**

3a) Name LAST or BUSINESS, FIRST, MI

MENTER-WILLIAMS, SHELLY L

3c) Name, LAST or BUSINESS, FIRST, MI

3e) Mailing Address

6 BEACON AVE

3f) City

KENNEBUNKPORT

3b) SSN or Federal ID

3d) SSN or Federal ID

3g) State

ME

3h) Zip Code

04046

**4. GRANTOR/
SELLER**

4a) Name, LAST or BUSINESS, FIRST, MI

TOWN OF KENNEBUNKPORT

4c) Name, LAST or BUSINESS, FIRST, MI

4e) Mailing Address

PO BOX 566

4f) City

KENNEBUNKPORT

4b) SSN or Federal ID

4d) SSN or Federal ID

4g) State

ME

4h) Zip Code

04046

5. PROPERTY

5a) Map

27

Block

2

Lot

16

Sub-Lot

5b) Type of property—Enter the code number that best describes the property being sold. (See instructions) →

202

Check any that apply:

No tax maps exist

5d) Acreage

Multiple parcels

Portion of parcel

.06

5c) Physical Location

BEACON AVENUE

6. TRANSFER TAX

6a) Purchase Price (If the transfer is a gift, enter "0")

6a

.00

6b) Fair Market Value (enter a value **only** if you entered "0" in 6a) or if 6a) was of nominal value)

6b

6800.00

6c) Exemption claim — ☒ Check the box if either grantor or grantee is claiming exemption from transfer tax and explain.**RELEASE TO GRANTEE FROM MUNICIPALITY****7. DATE OF TRANSFER (MM-DD-YYYY)**

08-06-2018

8. WARNING TO BUYER—If the property is classified as Farmland, Open Space, Tree Growth, or Working Water-front a substantial financial penalty could be triggered by development, subdivision, partition or change in use.

CLASSIFIED

MONTH DAY YEAR

9. SPECIAL CIRCUMSTANCES—Were there any special circumstances in the transfer which suggest that the price paid was either more or less than its fair market value? If yes, check the box and explain: ☒**10. INCOME TAX WITHHELD**—Buyer(s) not required to withhold Maine income tax because:

Seller has qualified as a Maine resident

A waiver has been received from the State Tax Assessor

Consideration for the property is less than \$50,000

Foreclosure Sale

11. OATH

Aware of penalties as set forth by Title 36 §4641-K, we hereby swear or affirm that we have each examined this return and to the best of our knowledge and belief, it is true, correct, and complete. Grantee(s) and Grantor(s) or their authorized agent(s) are required to sign below:

Grantee SHELLY MENTER-WILLIAMSDate 08/06/18Grantor LAURIE SMITH, TAX COLLECTORDate 08/06/18

Grantee _____ Date _____

Grantor _____ Date _____

12. PREPARER

Name of Preparer

REBECCA NOLETTE

Phone Number

207-967-1603

Mailing Address

PO BOX 566

E-Mail Address

BNOLETTE@KENNEBUNKPORTME.GOV

KENNEBUNKPORT, ME 04046

Fax Number

207-967-8470

<http://www.maine.gov/revenue/propertytax/transfertax/transfertax.htm>

MUNICIPAL QUITCLAIM DEED WITHOUT COVENANTS

KNOW ALL BY THESE PRESENTS THAT the Inhabitants of the Town of Kennebunkport, a body corporate and politic located in York County, State of Maine, for consideration paid, release to Menter, Shelly L a certain parcel of land with buildings thereon, if any, located in the Town of Kennebunkport, York County, State of Maine, identified as follows:

Map Lot 027-002-016, on the Town Assessors' maps for Kennebunkport, which are on file at the municipal office, being the same premises described in Town of Kennebunkport Tax Lien Certificate, recorded in the York County Registry of Deeds in Book 16122 Page 759.

The Inhabitants of the Town of Kennebunkport have caused this instrument to be signed in its corporate name by

its Municipal Officers duly authorized.

Witness our hands and seals this 9th day of August 2018.

Inhabitants of the Town of Kennebunkport

Witness

Witness

Witness

Witness

Witness

ACKNOWLEDGEMENT

State of Maine
York, County, ss.

August 9, 2018

Then personally appeared before me the above-named

Municipal Officers of the Town of Kennebunkport, and acknowledged the foregoing to be their free act and deed in their said capacity and the free act and deed of the Inhabitants of said Municipality.

Before me,

CONSTRUCTION DETAIL			CONSTRUCTION DETAIL (CONTINUED)		
Element	Cd.	Ch.	Element	Cd.	Ch.
Model	00	Vacant			
			MIXED USE		
Code	Description	Percentage	Code	Description	Percentage
1320	RES ACNLNUD MDL-00	100			
			COST/MARKET VALUATION		
Adj. Base Rate:			0.00		
Replace Cost			0		
AYB			0		
EYB			0		
Dep Code					
Remodel Rating					
Year Remodeled					
Dep %					
Functional ObsInc					
External ObsInc			1		
Cost Trend Factor					
Condition					
% Complete					
Overall % Cond					
Apprais Val			0		
Dep % Ovr			0		
Dep Ovr Comment			0		
Misc Imp Ovr			0		
Misc Imp Ovr Comment			0		
Cost to Cure Ovr					
Cost to Cure Ovr Comment					
OB-OUTBUILDING & YARD ITEMS(L) / XF-BUILDING EXTRA FEATURES(B)					
Code	Description	Sub	Sub Description	Unit Price	Yr
				Gde	Dp Rt
				Cnd	%Cnd
				Apr Value	
BUILDING SUB-AREA SUMMARY SECTION					
Code	Description	Living Area	Gross Area	Eff. Area	Unit Cost
					Undeprc. Value
No Photo On Record					
Tot. Gross Liv/Lease Area:					
		0	0	0	0

KENNEBUNKPORT
11:44 AM

**RE Account 1582 Detail
as of 07/11/2018**

07/11/2018
Page 1

Name: KENNEBUNKPORT TOWN OF

Location: 0 GUINEA ROAD

Acreage: 0.52 Map/Lot: 027-002-016

Book Page: B15891P533

2012-1 Period Due:

1) 41.43

2) 21.55

Land: 6,800

Building: 0

Exempt 6,800

Total:

Ref1: BP

Mailing PO BOX 566

Address: KENNEBUNKPOORT ME 04046

Year/Rec #	Date	Reference	P C	Principal	Interest	Costs	Total
2012-1 R	08/05/11	Original		43.11	0.00	0.00	43.11
		Billed To: TOWN OF KENNEBUNKPORT					
		CURINT		0.00	-19.87	0.00	-19.87
		Total		43.11	19.87	0.00	62.98
2011-1 L	07/22/10	Original		43.11	0.00	0.00	43.11
		Billed To: MENTER SHELLY L					
	5/27/2011	DEMAND	A 3	0.00	0.00	-8.59	-8.59
		Demand Fees					
	07/06/11	Liened		43.11	1.73	53.59	98.43
	11/29/2012	FCFEES	A L	0.00	0.00	-8.59	-8.59
		Lien Maturity Fee					
	11/29/2012	CHGINT	A I	0.00	-4.23	0.00	-4.23
		CURINT		0.00	-16.95	0.00	-16.95
		Total		43.11	22.91	62.18	128.20
2010-1 L	09/01/09	Original		43.11	0.00	0.00	43.11
		Billed To: MENTER SHELLY L					
	5/27/2010	DEMAND	A 3	0.00	0.00	-8.54	-8.54
		Demand Fees					
	5/27/2010	DEMAND	A 3	0.00	0.00	-8.54	-8.54
		Demand Fees					
	6/2/2010	DEMAND	A 3	0.00	0.00	8.54	8.54
		Reverse Demand Fees					
	06/28/10	Liened		43.11	1.97	53.54	98.62
	11/18/2011	FCFEES	A L	0.00	0.00	-8.59	-8.59
		Lien Maturity Fee					
	11/18/2011	CHGINT	A I	0.00	-5.40	0.00	-5.40
		CURINT		0.00	-25.80	0.00	-25.80
		Total		43.11	33.17	62.13	138.41
2009-1 R				0.00	0.00	0.00	0.00
Account Totals as of 07/11/2018				129.33	75.95	124.31	329.59

Per Diem

2012-1	0.0083
2011-1	0.0083
2010-1	0.0106
Total	0.0272

Exempt Codes: 50 - Totally Exempt

Note: Payments will be reflected as positive values and charges to the account will be represented as negative values.

KENNEBUNKPORT
11:44 AM

RE Account 1582 Detail
as of 07/11/2018

07/11/2018
Page 2

Name: KENNEBUNKPORT TOWN OF

Location: 0 GUINEA ROAD

Acreage: 0.52 Map/Lot: 027-002-016

Book Page: B15891P533

Land: 6,800

Building: 0

Exempt 6,800

Total:

2012-1 Period Due:

1) 41.43

2) 21.55

Ref1: BP

Mailing PO BOX 566

Address: KENNEBUNKPOORT ME 04046

Year/Rec #	Date	Reference	P C	Principal	Interest	Costs	Total
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Agenda Item Divider



**EMPLOYEE WAGES AND BENEFITS REIMBURSEMENT AGREEMENT FOR
SHARED ANIMAL CONTROL OFFICER**

WHEREAS, the Town of Kennebunk and the Town of Kennebunkport desire to share the services of one Municipal Animal Control Officer (ACO); and

WHEREAS, the Town of Kennebunkport seeks to contract with the Town of Kennebunk for Kennebunk to employ the ACO and pay all necessary wages and benefits for his/her services; and

WHEREAS, Kennebunk finds it to be advantageous to employ the ACO and contract with the Town of Kennebunkport for a fair share of his/her professional services, time, expertise, and certification:

NOW, THEREFORE, be it agreed as follows:

A. KENNEBUNK AGREES:

1. The Town of Kennebunk shall employ an ACO for **40 hours per week** and provide wages and benefits as provided generally for full time municipal salaried staff and in particular as provided in Attachment A hereto, which is hereby incorporated as part of this Agreement.
2. The Town of Kennebunk agrees to adjust the salary, wages and benefit package for the ACO from time-to-time in the same manner and degree as would otherwise be generally applicable to full-time employees of the Town of Kennebunk of similar professional status and training, longevity, and job performance; and to make such other compensation adjustments as may be mutually agreeable between the Town Managers of Kennebunk and Kennebunkport.
3. Kennebunk further agrees that the ACO shall devote **approximately 10% of** his/her work time, efforts, and attentions to the duties and responsibilities of the Animal Control and regulatory administration-related functions of the ACO office on behalf of the Town of Kennebunkport, including time spent at meetings, required appearances in court, providing information and advice to citizens and municipal officials, State agencies, vendors, and other persons with interests and activities pertaining to the Animal Control functions of the Town of Kennebunkport.

B. KENNEBUNKPORT AGREES:

1. The Town of Kennebunkport agrees to reimburse the Town of Kennebunk on a monthly basis for its fair share of the employee benefits and indirect costs paid by the Town of Kennebunk on behalf of the ACO as provided in Attachment A, hereto.
2. Kennebunkport agrees that Attachment A may be amended from time to time as provided in Section A (2) of this agreement and that Kennebunkport shall adjust its monthly reimbursement payments to the Town of Kennebunk accordingly.
3. Kennebunkport further agrees that the ACO shall devote **approximately 90%** of his/her work time, efforts, and attentions to the duties and responsibilities of Animal Control and regulatory administration related functions of the ACO office on behalf of the Town of Kennebunk, including time spent at meetings, required appearances in court, providing information and advice to citizens and municipal officials, State agencies, vendors, and other persons with interests and activities pertaining to the Animal Control functions of the Town of Kennebunk.
4. To provide, at its sole expense, either through local staffing or other outside agency back-up for the ACO for times of unavailability.
5. Dead Animal shall be counted toward the ACO response time. Large animals, such as deer, shall be handled by Kennebunkport. Road kill type animals may be included in this agreement but shall be included as hours worked. Kennebunkport may choose not to have this service included in the agreement or can delete this call-out at any time in the future.

C. BOTH TOWNS AGREE AS FOLLOWS:

1. Town of Kennebunk as Employer of ACO

Both Towns agree that the ACO shall be an employee of the Town of Kennebunk for all payroll purposes but shall act separately as the agent of each municipality in the discharge of his/her duties and responsibilities as Animal Control Officer in each Town. Each municipality shall independently qualify and appoint the ACO for the purposes of statutory and local ordinance authorization, which appointment shall be made subject to the terms of this Agreement. An appeal or any other cause of action taken under the ordinance of either town on an action or decision of the ACO acting as an agent or as ACO in that community shall not be a cause of action or basis of appeal in the other community.

2. Administrative Support

Each Town shall be individually responsible for providing office space, furniture, equipment and support, legal counsel and defense costs, mapping and publication of codes, ordinances, decisions, notices of hearings and appeal procedures. Each Town shall individually provide such additional support for mapping, computer systems, printing, mailing, and other necessary resources and functions as that Town shall deem necessary and prudent for the proper administration of the Animal Control in its community.

3. Hours of Work

Hours of work will be determined by the Town of Kennebunk, to include the allowance of vacation within the 52-week schedule. The Police Chief in each Town will track and log the hours of work in that Town.

4. Liability Insurance

Both Towns agree they will cause their insurers to communicate and determine that insurances are adequate, coordinated and leave no gaps in coverage. Each Town shall accept liability for ACO services performed within their respective jurisdiction.

5. Termination of Agreement

It is agreed that the initial term of this Agreement shall be for the period of July 1, 2018 thru December 31, 2018. At least thirty days prior to the expiration of this initial term, the Kennebunk and Kennebunkport Town Managers agree to meet to evaluate this Shared Service Agreement and determine if an extension to the initial engagement terms is desired. Either Town may terminate this Agreement by giving advance written notice to the other Town in accordance with the following schedule:

- a. If the position of ACO is vacant at the time the notice is given, written notice of termination shall be given not less than 2 weeks in advance of the effective date of the termination.
- b. If the position of ACO is not vacant at the time the notice of termination is given, written notice shall be a minimum of 21 days in advance of the effective date of the termination.

In the event of a termination under this section, neither Town shall have any ongoing obligation to the other after the effective date of the termination. Each Town shall remain responsible for its share of costs accrued prior to the effective date of termination.

This Agreement constitutes the entire agreement between the Towns. If any clause, section, or provision is held to be invalid or unenforceable, that shall not affect the entire agreement and the two Towns agree to meet and negotiate a new clause, section, provision or agreement.

Dated this _____ day of _____, 2018.

By: _____
Laurie A. Smith, Town Manager
Town of Kennebunkport

By: _____
Michael W. Pardue, Town Manager
Town of Kennebunk

**EMPLOYEE WAGES AND BENEFITS REIMBURSEMENT AGREEMENT FOR SHARED
ANIMAL CONTROL OFFICER**

APPENDIX A

FY 2018-2019

ACO annual wage, excluding any overtime is: **\$42,640**

The Town's portion of her benefits is: **\$17,664 per annum**

Fully loaded annual wage package of **\$60,304 per annum**

For the discussed 6-month trial period, ACO wage package will be: \$30,152. With Kennebunk's initial estimate of needing 10% of the ACO'S time, Kennebunkport will be responsible for \$3,015 of those dollars.

It is also agreed, to estimate vehicle expenses at the rate of 75 miles weekly, reimbursed at the current prevailing IRS mileage reimbursement rate of .545 p/mile = \$40.88 p/wk. Assuming a 26-week period, vehicle expenses for Kennebunkport services are estimated at **\$1,063 (rounded)**

Wages \$3,015

Exp. \$1,063

TOTAL: \$4,078

For the period of July 1, 2018 thru December 31, 2018, Kennebunk will invoice Kennebunkport on a monthly basis in the amount of **\$679.66**

Town of Kennebunk
Payroll Taxes & Benefits
Police - Animal Control Officer
FY18-19

Total FY18-19

Salary/Wages & Stipends	42,640	100.0%
-------------------------	--------	--------

42,640

Health Insurance (ER's portion - includes HRA)	10,000	23.45%
FICA - 7.65%	3,262	7.65%
Retirement (401a)	2,772	6.50%
Workers Comp Insurance	1,492	3.50%
Unemployment Insurance	138	0.32%
Total Taxes & Benefits	17,664	41.4%

Total Direct Expenses (with PR Taxes & Benefits)	60,304	141.4%
--	--------	--------

Health Insurance:

Med Ins:

Monthly premium

7/1/18 - 12/31/18	862.52	4,243.60	82% Employer (assumes employee-only coverage)
1/1/19 - 6/30/19 (Estimated -> 5% increase)	905.65	4,455.78	82% Employer (assumes employee-only coverage)
7/1/18-6/30/19 Health Reimbursement Account	83.33	1,000.00	\$2,000 at 50% usage

Dental

7/1/18 - 12/31/18	43.36	130.08	50% Employer
1/1/19 - 6/30/19 (Estimated)	45.53	136.58	50% Employer

Vision

7/1/18 - 12/31/18	5.58	16.74	50% Employer
1/1/19 - 6/30/19 (Estimated)	5.86	17.58	50% Employer

10,000.36



Agenda Item Divider

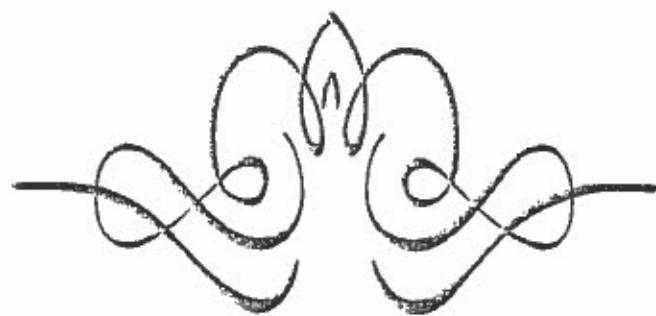


Lighting Committee

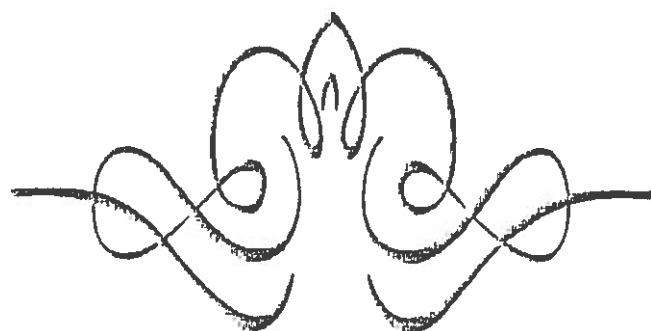
Term: Three years
Members: Five or more

Members	Term Expires	Comments	New Term Expires
Robert Fairbanks	July 2018	Would like to be reappointed	July 2020
Jule Gerrish	July 2018	Would like to be reappointed	July 2121
James Stockman	July 2018	Would like to be reappointed	July 2020
George Acker	July 2019		

(18)



Agenda Item Divider





2018

Dear Valued Supporter of Team Hailey Hugs,

Team Hailey Hugs, a non-profit organization, was established in 2016 with a mission to bring awareness to Childhood Cancer. Hailey Steward, along with her mom Tabaitha, created Team Hailey Hugs for a way to raise money to help families affected by childhood cancer. Many of these families cannot hold regular jobs due to the many hospital stays and visits. The gas, housing, and meals are financial burdens. Sometimes these families need a little help to pay some past due bills, buy food or even help with their child's Christmas or Birthday. With that said, Team Hailey Hugs has helped many families financially, emotionally and will continue to do so with donations and sponsors from the community.

You, the Friends of Team Hailey Hugs, can make Hailey's dream come true. Hailey passed away during September of 2017 leaving a vacant space in all our hearts. She touched so many people and families throughout Maine and extending on to other states. The wish.... Hailey fought for everyone to "Go Gold Maine Do It" for Childhood Cancer Awareness! We, along with Hailey, want to adopt September as Go Gold Maine Do It for Childhood Cancer Month! September 2, 2017 we held our first annual Go Gold Maine Do It Kick Off Event and what a success! We brought in over \$12,000 from vendors, live auction, go gold accessories, 50/50 and donations a plenty. A parade was held along with ALL day entertainment. These memories will always be dear to our heart as Hailey was there to celebrate with us and stayed for the fireworks show.

What better way to honor Hailey's legacy by encouraging our towns, schools, and businesses in Maine to GO GOLD DO IT for the month of September. The Town Municipalities can sign a proclamation declaring September as Childhood Cancer Awareness Month. Everyone can decorate in gold for the month to participate. Let's make Hailey proud of us and carry out her dream. Please send a copy of your signed proclamation to the address listed below.

Donations are always accepted by mailing to:

Team Hailey Hugs, P.O. Box 636, Bethel, ME 04217

For more information please visit us on Facebook and haileyhugs.org .

Tabaittha Steward, Founder & Board Member

Tasha Chapman, Board Member

Proclamation



The State of Maine is Going Gold in the month of September from this year forth in support of Childhood Cancer Awareness.

Whereas, Cancer is the leading cause of death by disease among U.S. Children and is detected in more than 15,000 of our country's sons and daughters every year; and

Whereas, In the State of Maine cancer affects more than 50 new children and families annually, where more than 400 children are undergoing treatment currently and where we are ranked in the top range of incidence of all cancers at 468.3 per 100,00 people; and

Whereas, September is nationally recognized as Childhood Cancer Awareness Month; and

Whereas, thanks to ongoing advances in research and treatment, the five year survival rate for all childhood cancers has climbed from less than 50 percent to 80 percent over the last several decades; and

Whereas, innovative studies are leading to real breakthroughs reminding us of the importance of supporting scientific discovery and moving closer to finding cures, though much work remains to be done; and

Whereas, 1 in 5 children diagnosed will not survive.

During ***National Childhood Cancer Awareness Month*** we remember the many children who have been taken from us too soon and we extend our support to all those who continue to battle this illness with incredible strength and courage.

Now, therefore, As _____ of Town/City of _____, I, _____, proclaim that the Town/City of _____ will help Maine Go Gold in support of ***Team Hailey Hugs*** and all of the children and families affected by Childhood Cancer. In doing so, from this day forward, we will recognize September as ***Maine Childhood Cancer Awareness Month***. This is our way of paying tribute to the families, friends, professionals and communities who lend their strength to children fighting pediatric cancer.

Dated this ____ day of _____, 2018

Printed _____

Signed _____



Hailey Hugs is a non-profit charitable organization that champions fundraising and awareness. We award grants directly to families living with the financial strain of Childhood Cancer. Hailey Hugs provides funding for everyday expenses in times of crisis, writes grants, presents awards, and provides financial relief for families's everyday expenses associated to childhood cancer treatment.

Hailey Hugs focuses on FOUR main areas:

- Supporting families financially while their child faces cancer treatment
- Supporting local hospitals, facilities, and research clinics—by financial assistance of items needed to support families during hospital stays
- Supporting legislative documents in order to raise awareness and funds to support children with cancer.
- Organizing and managing multiple events to fund the organizations efforts.

.....
YES! I would like to support families who are in crisis as a result of the effects of childhood cancer!

Name: _____ Donation Amount: _____

Address: _____

City: _____ State: _____ Zip: _____

Email: _____

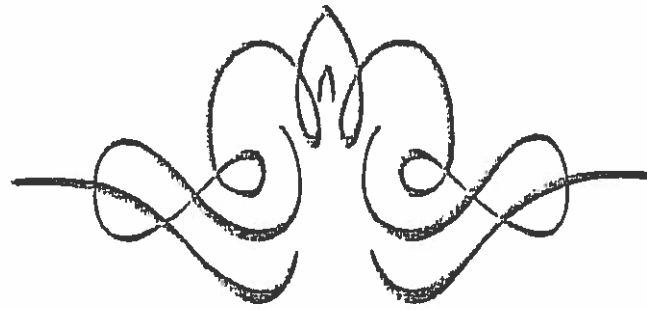
Phone: _____

***Thank You for Your Tax-Deductible Contribution
to Team Hailey Hugs!***

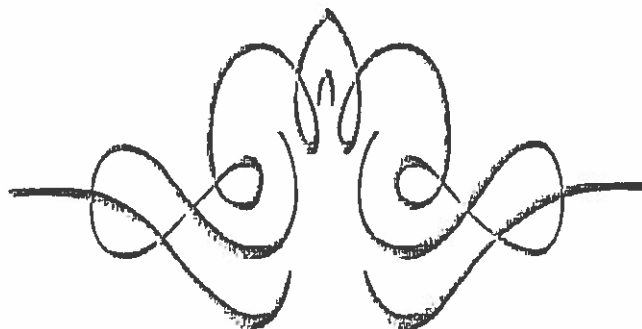
Our mission is to help support families affected by childhood cancer.

For more information on our cause please contact:

Tabaitha Steward • 281-917-5331 • teamhaileyhugs@gmail.com • PO Box 636 Bethel, ME 04217



Agenda Item Divider



20

Kennebunkport Public Health

July 17, 2018

ATN: Kennebunkport Board of Selectman, Laurie Smith- Kennebunkport Town Manager

Please accept this generous donation of \$1000.00 from the Kennebunk Portside Rotary. This gift is dedicated towards the emergency fuel fund.

Thank you!

Alison Kenneway RN, BSN

KENNEBUNK PORTSIDE ROTARY CLUB
PO BOX 1167
KENNEBUNKPORT, ME 04046

52-7450/2112

2783

PAY TO THE ORDER OF
Kennebunkport Public Health

DATE

7/17/18

TH#

One Thousand 00/100

\$1,000.00

Kennebunk Savings

MEMO

DOLLARS

Heat Reactive Ink

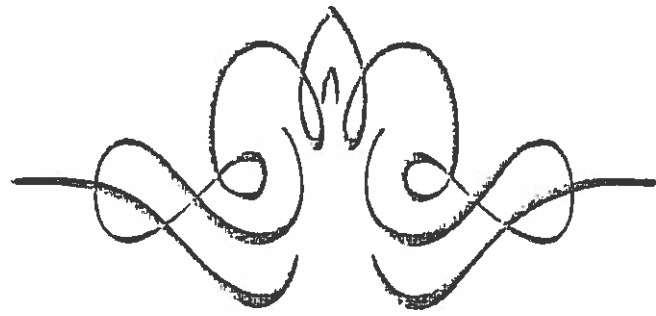
[Signature]

2783

LOOK FOR FRAUD-DETECTING FEATURES INCLUDING THE SECURITY SQUARE AND HEAT-REACTIVE INK DETAILS ON BACK

SECURITY BLUE HIGH SECURITY

RP



Agenda Item Divider





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Maine Municipal Association

60 COMMUNITY DRIVE
AUGUSTA, MAINE 04330-9486
(207) 623-8428
www.memun.org

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

FROM: Stephen W. Gove, MMA Executive Director

DATE: July 11, 2018

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

Deadline: Friday, August 17, 2018 by 12:00 noon

Nomination Process – Each year member municipalities have an opportunity to vote on the election of the proposed MMA Vice President and municipal officials to serve on the MMA Executive Committee. A five-member Nominating Committee was appointed in March to review nominations submitted by municipal officials and conduct interviews with those municipal officials qualifying for and interested in serving as the MMA Vice President and Executive Committee. The MMA Nominating Committee completed its task in May and put forth a Proposed Slate of Nominees for 2018 to member municipalities.

Petition Process – As part of the May mailing, information was also provided on the MMA Petition Process. Pursuant to the MMA Bylaws, nominations may also be made by Petition signed by a majority of the municipal officers in each of at least 5 member municipalities. The deadline for receipt of nominations by petition was Monday, July 9, by 4:30 pm. There were no municipal officials nominated by petition.

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

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

The MMA Voting Ballot must be signed by a majority of the municipal officers or a municipal official designated by a majority of the municipal officers, and received by the Maine Municipal Association by 12:00 noon on Friday, August 17. We have enclosed a self-addressed self-stamped envelope for your convenience. The MMA Voting Ballots will be counted that afternoon and the election results confirmed under the direction of MMA President Linda C. Cohen, Mayor, City of South Portland.

Election results will be available by contacting the MMA Executive Office or by visiting the MMA website at www.memun.org on Monday, August 20. A formal announcement of the election results will be made at the MMA Annual Business Meeting being held *Wednesday, October 3, at 1:30 p.m. at the Augusta Civic Center*. Newly elected Executive Committee members will be introduced at the MMA Awards Luncheon as well as the MMA Annual Business Meeting and will officially take office on January 1, 2018.

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

**MAINE MUNICIPAL ASSOCIATION
BIOGRAPHICAL SKETCH OF
PROPOSED SLATE OF NOMINEES FOR 2019 EXECUTIVE COMMITTEE**

MMA VICE PRESIDENT (1-Year Term)

CHRISTINE LANDES (Town Manager, Town of Bethel)

(Note: Ms. Landes will become the City Manager of Gardiner effective August 13, 2018)

Professional & Municipal Experience:

- Town Manager, Town of Bethel, Maine (November 2014 – present)
- Deputy Clerk, City of Brewer, Maine (December 2012 – May 2014)
- Deputy Clerk, Town of Veazie, Maine (September 2012 – December 2012)
- Deputy Tax Collector/Counter Clerk – Clay County Tax Collectors Office, Orange Park, Florida (July 2010 – September 2012)
- Town Clerk, Town of Warren, Maine – (August 1998 – June 2010)
- Branch Manager, The Waldoboro Bank, Maine (September 1990 – August 1998)

Other Experience, Committees and Affiliations:

- Member, Maine Municipal Association (MMA) Executive Committee (September 2016 – present)
- Member, MMA Strategic & Finance Committee (October 2016 – present)
- Chairperson, MMA Strategic & Finance Committee (2017 – 2018)
- Member, MMA Property & Casualty Pool Board of Directors (Sept 2016 – present)
- Member, MMA Workers Compensation Fund Board of Trustees (Sept 2016 – present)
- Member, Maine Service Centers Coalition Executive Committee (2016 – present); Treasurer (2017-2018)
- Member, Maine Town, City & County Management Association
- Member, Evaluation Committee for ICMA Annual Conference
- 2nd Vice President, Maine Welfare Directors Association
- Volunteer, Mahoosuc Heat & Soul Volunteer; Member, Hiring Team

Education:

- Master's Degree, Business Administration with concentration in Public Administration, Southern New Hampshire University
- Bachelor's Degree, Public Administration University of Maine at Augusta, /cum laude graduate
- Associate's Degree, Arts Program, Florida State College, Jacksonville

Awards and Certifications:

- Certified Maine Manager
- Recipient, Dr. Edward F. Dow Student Scholarship Award, Maine Town, City & County Management Association

MMA EXECUTIVE COMMITTEE MEMBERS (Three 3-Year Terms)

ELAINE ALOES (Chair of Selectboard, Town of Solon)

Professional & Municipal Experience:

- Chair of Selectboard, Assessor and Overseer of the Poor, Town of Solon, Maine (March 1998 – present)
- 2nd Selectman, Assessor and Overseer of the Poor, Town of Solon, Maine (March 1990 – March 1994)

- Auto Damage Appraiser, Bishop Adjustment Company (March 1990 – present)
- Owner/Operator, Mid Maine Adjustment Company (independent insurance adjusting company) (June 1987 – March 2005)
- Auto body repair businesses in Massachusetts and Maine (1972 – June 1987)
- Tax Preparer, H & R Block (1985 – 1992)
- Salesperson, Combined Insurance (health and accident insurance) (1985 – 1986)

Other Experience, Committees and Affiliations:

- Member, Maine Municipal Association (MMA) Legislative Policy Committee (1999 – present)
- Member, Somerset County Budget Committee (2001 – present); Vice Chair (2012 – 2016); Chair (2017 – 2018)
- Member, MMA Executive Committee (2001 – 2003) and (Dec 2016 – present)
- Member, MMA Property & Casualty Pool Board of Directors (2001 – 2003) and (Dec 2016 – present)
- Member, MMA Workers Compensation Fund Board of Trustees, (2001 – 2003) and (Dec 2016 – present)
- Member, MMA Strategic & Finance Committee (2002 – 2003) and (2017 – present)
- President, Somerset County Municipal Association (2001 – present)
- Member, Maine Municipal's Rural/Service Center Committee (2002)
- Member, Somerset County Jail Planning Committee (2006 – 2008)
- Vice Chairman, Somerset County Charter Commission (2008 – 2010)
- Chair, Regional School Planning Committee for MSAD 74, MSAD 59, MSAD 12, MSAD 13 and several small towns (2007 – 2009)

Education:

- High school graduate, Medfield High School, Medfield, Massachusetts
- Kennebec Valley Technical College (courses in computers, accounting and supervisory management)
- Insurance Institute of America (Introduction to Claims)
- State of Maine (four part Property Tax Assessment course)
- Maine Municipal Association (many workshops and training on a wide variety of municipal topics such as budget preparation, finance management, personnel issues, right to know, town meetings, assessing)
- Maine Local Roads Center (variety of workshops on road issues and maintenance)

Awards and Certifications:

- State of Maine, All Lines Adjuster
- Maine Roads Scholar – Maine Local Roads (completed ten required road related workshops to earn award)

WILLIAM BRIDGEO (City Manager, City of Augusta)

Professional & Municipal Experience:

- City Manager, Augusta, Maine (1998 – present)
- Adjunct Professor, Government Program, University of Maine at Augusta (2009 – present)
- Adjunct Professor, MBA Leadership and Ethics Courses, Thomas College (2013 – present)
- City Manager, City of Canandaigua, New York (1987 – 1998)
- Assistant Director, Maine State Housing Authority (1985 – 1987)
- City Manager, City of Calais, Maine (1979 – 1985)
- Assistant Town Manager, Town of Killingly, Connecticut (1976 – 1979)

Other Experience, Committees and Affiliations:

- Member, Maine Municipal Association (MMA) Executive Committee, (2002 – 2004; July 2015 - present)
- Member, MMA Property & Casualty Pool Board of Directors, Member (2002 – 2004; July 2015 - present)

- Member, Workers Compensation Fund Board of Trustees, Member (2002 – 2004; July 2015 – present)
- Member, Maine Service Centers Coalition, Executive Committee (2002 – present); Chair (2004 – 2007; 2016 – present)
- Member, Ethics Committee, Maine Town, City & County Management Association (present)
- Member, Maine Service Centers Coalition, Steering Committee (2001)
- Member, Maine Town, City & County Management Association, (1979 – 1985) and (1998 – present)
- New York State Municipal Management Association, Member (1987 – 1998); President (1995)
- Charter Member, Board of Regents, International City/County Management Association (1990 – 1996)
- Ex-officio Member, Board of Directors, New York Conference of Mayors & Other Municipal Officials
- Member, Board of Directors, Maine Development Foundation (2000-2005)
- Member, Board of Directors, Augusta YMCA (2009 – present)

Education:

- Master's Degree, Public Administration, University of Hartford
- Bachelor's Degree, Political Service, St. Michael's College in Vermont

Awards and Certifications:

- Link Stackpole Manager of the Year Award, Maine Town, City & County Management Association

MELISSA DOANE (Town Manager, Town of Bradley)

Professional & Municipal Experience:

- Town Manager, Clerk, Treasurer, Tax Collector, General Assistance Administrator, Registrar of Voters and Road Commissions, Town of Bradley, Maine (2005 – present)
- Membership Coordinator, GrowSmart of Maine (2016 – present)
- Secretary/Administrative Assistant, Roy Associates, CPAs (2004 – 2005)
- Administrative Assistant/Town Agent, Town of Bradley, Maine (1998 – 2004)
- Coordinator Clinical Operations/Secretary/Patient Accounts/Patient Registrations, Neurology Associates, (1994 – 1998)
- Secretary/Receptionist, Dr. James Iannetta Medical Office (1991 – 1994)

Other Experience, Committees and Affiliations:

- Member, Executive Board, Maine Town, City & County Management Association (2016 – present)
- Co-Chair Membership Committee, Maine Town, City & County Management Association (2016 – present)
- President, Executive Board, Living History Museum, Maine Forest and Logging Museum

Education:

- Business Management Studies, Husson College
- Associate's Degree, Business Management, Beal College
- Associate Degree, Office Management, Beal College
- Associate College Preparation, Foxcroft Academy

Awards and Certifications:

- Rookie of the Year Award, Maine Town, City & County Management Association



MAINE MUNICIPAL ASSOCIATION VOTING BALLOT

Election of MMA Vice President and Executive Committee Members
Deadline for Receipt of Voting Ballots – 12:00 noon on Friday, August 17, 2018

VICE-PRESIDENT - 1 YEAR TERM

Vote for One

Proposed by MMA Nominating Committee:

Christine Landes, Town Manager, Town of Bethel

☐

(Note: Ms. Landes will become the City Manager of Gardiner effective August 13, 2018)

EXECUTIVE COMMITTEE MEMBERS - 3 YEAR TERM

Vote for Three

Proposed by MMA Nominating Committee:

Elaine Aloes, Chair of Selectboard, Town of Solon

☐

William Bridgeo, City Manager, City of Augusta

☐

Melissa Doane, Town Manager, Town of Bradley

☐

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

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

Date: _____ **Municipality:** _____

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

Print Name: _____
Position: _____

Signature: _____

OR Signed by a Majority of Municipal Officers

Current # of Municipal Officers: _____

Print Names:

Signatures:

Return To:

*MMA Annual Election
Maine Municipal Association
60 Community Drive
Augusta, Maine 04330
FAX: (207) 626-3358 or 626-5947
Email: tchavarie@memun.org*



Agenda Item Divider



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ASSESSORS RETURN

PURSUANT TO A WARRANT to us directed, from the York County Commissioners for the County of York, dated the 11th day of July, AD, 2018 we have assessed the estates of the inhabitants, and the estates of the non-resident proprietors of the Town/City of **KENNEBUNKPORT** in said County, the sum of **ONE MILLION ONE HUNDRED THIRTY FIVE THOUSAND TWO HUNDRED NINETY NINE DOLLARS AND NINETEEN CENTS (\$1,135,299.19)** and have committed lists thereof to the Tax Collector of said Town/City with Warrant in due form of law for collecting and paying same to the Treasurer of the Town/City of **KENNEBUNKPORT** or his/her successor in said office to be paid by him/her to Frank P. Wood, Treasurer of the County of York, or his/her successor in said office the **FIRST DAY OF SEPTEMBER, 2018.**

Taxes not paid by the **THIRTY-FIRST DAY OF OCTOBER, 2018** will be considered **DELINQUENT** and will be assessed interest at the rate of **8%** compounded annually.

IN WITNESS, WHEREOF, we have hereunto set our hands the

_____ day of _____, 2018.

ASSESSOR(S) OF KENNEBUNKPORT

TO BE FILLED IN AND FORWARDED TO THE COUNTY TREASURER AS SOON AS THE ASSESSMENT IS COMPLETED TO:

FRANK P. WOOD
TREASURER-COUNTY OF YORK
45 KENNEBUNK RD
ALFRED, ME 04002

STATE OF MAINE

YORK, §

TO THE ASSESSOR(S) OF THE TOWN/CITY OF KENNEBUNKPORT in said County.

GREETINGS:

AT THE COURT of County Commissioners, begun and holden at Alfred within and for the County of York, on the 11th day of July, AD, 2018.

WHEREAS, the York County Budget Committee, pursuant to M.R.S.A. 30-A § 833, passed at their last session, upon an estimate of the County Commissioners for said County, of the sums necessary for defraying the charges of the County for the budget year FY 19, July 1, 2018 through June 30, 2019 ensuing and exhibited by the Clerk of said Court, granted a tax of \$16,920,010.00 to be assessed, collected, and paid according to law, and applied for the purposes aforesaid.

AND WHEREAS, upon a due apportionment of said sum of the several Towns and Cities in said County, made at a session of the Court of County Commissioners, held on the 11th day of July, AD, 2018 your town's proportion is found to be \$1,135,299.19.

YOU ARE HEREBY REQUIRED, in the name of the State of Maine to assess the said sum last mentioned, upon the inhabitants of said Town/City, agreeable to the laws of said State, and cause the same in like manner to be collected and paid to Frank P. Wood, Treasurer of said County or his/her successor in said office, forthwith as of the FIRST DAY OF SEPTEMBER, 2018.

At its regular meeting duly held on July 11th, 2018 the Board of Commissioners of the County of York, pursuant to M.R.S.A. 30-A § 706, by motion, seconded, and unanimously voted that the Treasurer shall assess interest according to M.R.S.A. 36 § 892-A and § 186 amended 1996 at the rate of 8% compounded annually. A municipality will be considered DELINQUENT if the taxes are not received by the County by OCTOBER 31, 2018.

WHEREOF FAIL NOT, and make due returns to the said Treasurer of the names of person or persons to whom your list of assessments shall be committed.

IN WITNESS THEREOF WE, Sallie V. Chandler, Michael J. Cote, Richard R. Dutremble, Cynthia L. Chadwick-Granger and Richard Clark, County Commissioners, have hereunto set our hands, this 11th day of July, 2018.

Sallie V. Chandler
Sallie V. Chandler

Michael J. Cote
Michael J. Cote

Richard Clark

Richard R. Dutremble
Richard R. Dutremble

Cynthia L. Chadwick-Granger
Cynthia L. Chadwick-Granger

Gregory T. Zinser
ATTEST: Gregory T. Zinser
County Manager