

Town of Kennebunkport  
Board of Selectmen Meeting VIA Zoom  
February 10, 2022  
6:00 PM

## **MINUTES**

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

**Others attending via Zoom:** David Powell, Tracey O'Roak, John Everett, Denise Brown, Christopher Simeoni, Eric Labelle, Jamie Mitchell, Eli Rubin, Taylor Benenti of Hurricane Restaurant, Robin Phillips on behalf of the Conservation Commission and Kathie Orlando of the Seashore Trolley Museum.

**1. Call to Order**

Selectman Matthews-Bull called the meeting to order at 6:00 PM. She took roll call of Selectmen present: Allen Daggett, Patrick Briggs, Michael Weston, Edward Hutchins, and Sheila Matthews-Bull. Selectman Matthews-Bull noted that there were 9 attendees in the audience.

**2. Approve the January 27, 2022, meeting minutes.**

**Motion** by Selectman Hutchins seconded by Selectman Briggs to approve the January 27, 2022, selectmen meeting minutes. **Roll Call Vote:** Briggs, Weston, Matthews-Bull, Hutchins, and Daggett. **Voted:** 5-0. **Motion passed.**

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

There were no public comments.

**4. Consider request from Seashore Trolley Museum to waive building permit fees.**

Laurie Smith, Town Manager, advised that the Trolley Museum has plans to add two new buildings on the Kennebunkport side of their property. They are asking for a waiver of the building permit fees which total approximately \$40,000.

Katie Orlando, Director of the Seashore Trolley Museum, detailed the projects that they are working on, including a model railroad building and the replacement of a pole barn. They are hoping to add two more buildings next year.

Selectman Weston asked if there could be a trade-off of waiving building permit fees in exchange for the Trolley Museum paying for the resurfacing of the parking lot. The Town usually pays for the parking lot because the Museum allows tour busses to park there during tourist season.

Selectman Daggett noted that the Museum also offered to sponsor some school programs at no fee and offer discounted programs to Kennebunkport residents.

Selectman Briggs suggested that it would be a great opportunity to partner with the Parks & Recreation Department to sponsor some summer programs.

**Motion** by Selectman Weston, seconded by Selectman Daggett to waive the requested building permit fees in exchange for the Trolley Museum paying for the resurfacing of the parking lot, the continued use for tour bus parking and consideration of a discount for Kennebunkport residents pending a legal agreement between the parties. **Roll Call Vote:** Briggs, Weston, Daggett, Hutchins, and Matthews-Bull. **Voted:** 5-0. **Motion passed.**

**5. Discussion of the use of American Rescue Plan Act (ARPA) funds.**

Laurie Smith, Town Manager, and Denise Brown, Finance Director, explained that the federal government has released funds for every municipality in the U.S., with the understanding that it can only be spent on certain uses. Kennebunkport is receiving about \$385,000. Staff is recommending using the funds on the following capital expenditures.

Department	Capital Project	ARPA Category/Justification	Cost
Police	Purchase 2 Police Cruisers		68,000
Public Works	Purchase 5-ton Dump Truck		236,000
Public Works	Purchase F-350 1-ton Dump Truck		70,000
Town Hall	Update Town Website		5,000
Town Hall	New Server		7,000
			\$386,000

**Motion** by Selectman Hutchins, seconded by Selectman Daggett to use the ARPA funds to purchase two police cruisers, a 5-ton dump truck and F-350 1-ton dump truck for Public Works and website and server updates. **Roll Call Vote:** Briggs, Weston, Daggett, Hutchins, and Matthews-Bull. **Voted:** 5-0. **Motion passed.**

**6. Consider the request from the Beach Advisory Committee to authorize the sum of up to \$3,000 to retain a Shore Bird Volunteer Coordinator for the 2022 season.**

**Motion** by Selectman Hutchins, seconded by Selectman Weston to authorize up to \$3,000 to retain a Shore Bird Volunteer Coordinator for the 2022 season. **Roll Call Vote:** Briggs, Weston, Daggett, Hutchins and Matthews-Bull. **Voted:** 5-0. **Motion passed.**

**7. Authorization of contract amendment for Acorn Engineering.**

Eric Labelle, Town Engineer, advised that Acorn Engineering did an analysis to see if the sewage pump station could be removed from the previously designed project at the Village Parcel. Acorn Engineering determined that the pump station could be eliminated. Estimated cost reduction on the project would be \$579,600. Acorn provided a proposal for the additional scope of work to incorporate the analysis of \$12,500.

**Motion** by Selectman Hutchins, seconded by Selectman Briggs to proceed with the additional scope of work in the amount of \$12,500. **Roll Call Vote:** Briggs, Weston, Daggett, Matthews-Bull, and Hutchins. **Voted:** 5-0. **Motion passed.**

**8. Discussion of Public Works Management Restructuring.**

Christopher Simeoni, Public Works Director, gave an overview of the proposed restructuring on the Public Works Department. He proposed unifying the Public Works and Wastewater Departments with he and Eric Labelle, Town Engineer, overseeing both divisions. He recommended hiring a Public Works Operations Manager to oversee the day-to-day operations at Public Works. He pointed out that this is not an increase the number of staff but simply rearrange responsibilities.

**Motion** by Selectman Weston, seconded by Selectman Hutchins to approve the restructuring of the Public Works Department and the hiring of a Public Works Operations Manager. **Roll Call Vote:** Briggs, Weston, Daggett, Hutchins, and Matthews-Bull. **Voted:** 5-0. **Motion passed.**

**9. Consider a street opening application for Colony Avenue.**

Christopher Simeoni, Public Works Director, gave an overview of the request for a street opening permit for Colony Avenue as well as a road closure during road construction from 7 am to 5 pm.

**Motion** by Selectman Daggett, seconded by Selectman Hutchins to approve the street opening permit, with street closure, for Colony Avenue from February 14 to May 27, 2022. **Roll Call Vote:** Briggs, Weston, Daggett, Hutchins, and Matthews-Bull. **Voted:** 5-0. **Motion passed.**

**10. Approve Goose Rocks Beach sticker rules & regulations for 2022.**

Jamie Mitchell, Town Clerk, reviewed suggested changes to the rules and regulations for beach stickers which includes allowing only two GRB stickers per property at the \$5 fee. Any stickers above that number would be purchased at \$200 each.

**Motion** by Selectman Hutchins, seconded by Selectman Weston accept the Goose Rocks Beach sticker rules & regulations for 2022. **Roll Call Vote:** Briggs, Weston, Daggett, Hutchins and Matthews-Bull. **Voted:** 5-0. **Motion passed.**

**11. Consider request of Hurricane Restaurant to rent spaces in the Dock Square parking lot for the summer 2022 season.**

Taylor Benenti of Hurricane Restaurant requested to rent space in the Dock Square parking lot behind the restaurant to have outdoor dining again this summer. He will not have a tent. He is asking for the two handicap parking spots directly behind the restaurant.

Selectman Matthews-Bull gave support for outdoor dining in the parking lot.

Selectman Weston stated that the outside dining allowed over the past two years was exclusively due to COVID and if the Board approves this, other restaurants will have the right to ask to rent spaces. There aren't enough spaces in the parking lot most of the time and taking away spaces will take customers away from the other businesses in Dock Square.

Selectman Daggett agreed with Selectman Weston's comments. He also pointed out that to replace the two handicapped spaces would take away four spots from somewhere else in the parking lot because handicapped spots take up two regular spaces.

Selectman Briggs supported the comments of Selectmen Daggett and Weston.

Selectman Hutchins agreed and stated that it's time to get back to normal.

**Motion** by Selectman Weston, seconded by Selectman Daggett to decline the request for renting space in the Dock Square parking lot. **Roll Call Vote:** Briggs, Weston, Daggett, and Hutchins voted yay. Matthews-Bull voted nay. **Voted:** 4-1. **Motion passed.**

**12. Adopt Resolution to join the Community Resilience Partnership.**

Eli Rubin, Community Planner, gave an overview of this proposed partnership with Biddeford, Kennebunk and Wells that commits to reducing greenhouse gas emissions and increasing resiliency to extreme weather and climate change impacts.

Robin Phillips spoke on behalf of the Conservation Commission in support of this partnership.

**Motion** by Selectman Hutchins, seconded by Selectman Weston to adopt the Resolution to join the Community Resilience Partnership. **Roll Call Vote:** Briggs, Weston, Daggett, Hutchins, and Matthews-Bull. **Voted:** 5-0. **Motion passed.**

**13. Authorize Quitclaim Deed for Map 026, Block 001, Lot 006B.**

**Motion** by Selectman Hutchins, seconded by Selectman Daggett to authorize the quitclaim deed for Map 026, Block 001, Lot 006B. **Roll Call Vote:** Briggs, Weston, Daggett, Hutchins, and Matthews-Bull. **Voted:** 5-0. **Motion passed.**

**14. Accept a \$500 donation from Lois Badger to the Nurse's account to assist with supplies, equipment, and training.**

**Motion** by Selectman Hutchins, seconded by Selectman Daggett to accept the \$500 donation from Lois Badger to the Nurse's account. **Roll Call Vote:** Briggs, Weston, Daggett, Hutchins, and Matthews-Bull. **Voted:** 5-0. **Motion passed.**

**15. Other business.**

Laurie Smith, Town Manager, asked the Board to consider future meetings and whether to go back to in-person meetings in the spring. She suggested that it be discussed at the next meeting.

**16. Approve the February 10, 2022, Treasurer's Warrant.**

**Motion** by Selectman Hutchins seconded by Selectman Daggett to approve the February 10, 2022, Treasurer's Warrant. **Roll Call Vote:** Briggs, Weston, Daggett, Hutchins, and Matthews-Bull. **Voted:** 5-0. **Motion passed.**

**17. Adjournment.**

**Motion** by Selectman Hutchins seconded by Selectman Daggett to adjourn. **Roll Call Vote:** Briggs, Weston, Daggett, Hutchins, and Matthews-Bull. **Voted:** 5-0. **Motion passed.** Meeting adjourned at 7:15 PM.

Submitted by,  
Tracey O'Roak  
Administrative Assistant



PO Box A, 195 Log Cabin Road, Kennebunkport, Maine 04046  
[www.trolleyuseum.org](http://www.trolleyuseum.org) | (207) 967-2800

February 4, 2022

Board of Selectman  
 PO Box 566  
 Kennebunkport, ME 04046

To Kennebunkport's Board of Selectmen:

After 30+ years from the last new construction that was built on our Maine campus, the New England Electric Railway Historical Society, doing business as Seashore Trolley Museum, has raised the funding to build not just one, but two new buildings in 2022. We have raised funds to construct a Model Railroad Building to accommodate the donation of Maine's largest HO-scale model layout to the museum, and we are demoing South Boston Carhouse, a 6-trolley storage pole barn that our volunteers built from 1956-58, and building in its place a weather-tight 9-trolley carhouse.

We are projecting that the total building costs of our Model Railroad Building (3275 sq. ft.) will be \$1,571,547.00 and the total building costs of South Boston Carhouse 2.0 (7200 sq. ft.) will be \$1,083,000.00.

As we navigate the building permit process, at this moment during the pre-construction phase we estimate for both projects the permit costs will be at least \$39,543.00. A more detailed breakdown of how we determined these costs is included as an attachment with this letter.

We are writing to you to ask if you would consider reducing the cost of the permits for these building projects. We are aware that you have offered this benefit to nonprofits with missions to support affordable housing options in our town, and hope that we too may be considered. We are not sure any other nonprofits with a different mission than affordable housing have ever asked for this consideration, but we thought it wouldn't hurt to ask.

If providing access to the world's largest public transit collection right here in our very own community isn't enough to justify this request, we would be happy to add other incentives that residents of Kennebunkport and/or other nonprofits serving Kennebunkport residents could enjoy. We already invite local nonprofits to use our venue for free for their meetings or fundraisers, we fundraise for and/or with nine nonprofits that serve Kennebunkport residents, we're a Blue Star Museum (free admission for active military and their families), and we already offer town-sponsored groups of all ages to enjoy our museum for free during our operating season (Parks & Rec and Public Health). We've also had an arrangement to offer overflow parking for Motorcoach buses in our parking lot, which hasn't yet been renewed with the town for the 2022 season.





Additional incentives we would consider depending on the level of the reduction of the permit fees could include the following:

- Free or reduced general admission for all Kennebunkport residents on regular admission days during our 2022 and/or 2023 seasons (May 1-October 31)
- Free or reduced admission to experience our new model railroad building once it opens (projected opening date will be May 2023). This building will allow our museum to be open year-round.
- After school programming space with the potential to also offer transportation with our own bus collection in 2023.
- Continued use of our parking lot for non-Museum tour buses that are not able to find parking downtown.
- Use of our parking lots during Christmas Prelude during or after our operating hours to accommodate town overflow parking for buses or vehicles.
- Space to conduct town business or initiatives like blood drives, voting, etc.
- Anything else that the museum has the ability to do to meet a town need.

Additionally, our parking lot is in need of repair, and instead of asking the town to co-sponsor this as we have in the past in exchange for offering parking for tour buses, we plan to repave and expand our entire lot as part of the Model Railroad Building project on our own. We anticipate that this project will cost anywhere from \$60,000-\$100,000.

Thank you for your consideration and for your ongoing support of our mission! We appreciate your time.

Respectfully,

Katie Orlando

Executive Director

Seashore Trolley Museum | National Streetcar Museum at Lowell

[director@trolleymuseum.org](mailto:director@trolleymuseum.org)

(207) 967-2800 x101

## Seashore Trolley Museum Building Permit Cost Analysis

### South Boston Carhouse 2.0

Sheridan (builder) Estimate                      \$1,083,000

Permit Costs	Rate	Cost	
Building 1.5%	1.5%		\$16,245
Plumbing \$15/fixture	-	\$15 ea	-
Demo of old building		\$100	\$100
		<b>Total:</b>	<b>\$16,345</b>

Kennebunkport CEO Andrew Welch is currently checking the code to determine if we need to add restroom facilities in this building.  
At this time no facilities are included in the design plans.

### Model Railroad Building

Procon (builder) Estimate                      \$1,541,547

Permit Costs	Rate	Cost	
Building 1.5%	1.5%		\$23,123
Plumbing \$15/fixture	5 needed	\$15 ea	\$75
		<b>Total:</b>	<b>\$23,198</b>



## Memorandum

To: Board of Selectmen

Fr: Laurie Smith, Town Manager  
Denise Brown, Finance Director

Re: American Rescue Plan Act (ARPA) Recommendation

Dt: February 4, 2022

### What is ARPA?

In May of 2021, the federal government passed the American Rescue Plan Act (ARPA), which contained significant funding for state and local governments. The \$350 billion for state, local, territorial, and tribal governments were authorized to respond to the COVID-19 emergency and lead a strong economic recovery. Kennebunkport was allocated \$385,600 of this assistance and received the first half of the funding in October of 2021. The town will receive the second half in fall of 2022.

Although these funds were directed to each municipality and county, they came with specific rules on their use. In January of 2022 the U.S. Department of the Treasury announced the Final Rule of the Coronavirus State and Local Fiscal Recovery Funds which take effect on April 1, 2022.

The key objectives of the aid are:

- Fight the pandemic and support struggling families and businesses
- Maintain vital public services
- Build a strong, resilient, and equitable economic recovery

### What Can Funds Be Used For?

There are four key eligible use categories:

- **Public Sector Revenues** - Providing government services up to the amount of revenue loss due to the pandemic
- **Public Health & Economic Response** - Responding to COVID-19's public health impact, along with its economic harms
- **Premium Pay for Essential Workers** - Offering additional support to workers who bear the greatest health risks because of their service in critical sectors
- **Water, Sewer & Broadband Infrastructure** - Providing funding to critical water and sewer projects, along with high-speed broadband infrastructure.

The **Public Sector Revenues** category allows recipients the simplest form of reimbursement through the \$10 million revenue loss standard allowance. Recipients may use the funds to provide government services such as:

- Construction of schools and hospitals
- Road building and maintenance, and other infrastructure
- Health and other services
- Environmental remediation
- Provision of police, fire, and other public safety services (including purchase of fire trucks and police vehicles)

**What are the grant requirements?**

The funds need to be spent in accordance with federal requirements and the town is responsible for reporting and justifying the use of the funds. Misuse of the funds will require the repayment of the funds to the federal government.

Secondly, the funds must be used for costs incurred on or after March 3, 2021. Further, funds must be obligated by December 31, 2024 and expended by December 31, 2026.

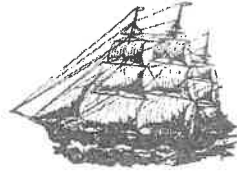
**What is staff's recommendation?**

Staff have been discussing possible uses with other municipalities to better understand the best way to leverage these funds for future needs. Although there are a variety of uses possible, the allowed standard revenue loss deduction provides the least administrative oversight and funds future capital needs for vital government services.

Based on this and the aforementioned guidelines, we are recommending funding the following capital expenditures:

Department	Capital Project	ARPA Category/Justification	Cost
Police	Purchase 2 Police Cruisers		68,000
Public Works	Purchase 5-ton Dump Truck		236,000
Public Works	Purchase F-350 1-ton Dump Truck		70,000
Town Hall	Update Town Website		5,000
Town Hall	New Server		7,000
			\$386,000

The use of the ARPA aid will need to be authorized by a town meeting vote, which we anticipate would occur as part of the budget process in June, 2022.



KENNEBUNKPORT WASTEWATER DEPARTMENT

**MEMORANDUM**

**Date:** February 3, 2022

**To:** Laurie Smith, Town Manager

**From:** Eric J. Labelle, P.E., Principal Project/Process Engineer

**Re:** Agenda item for February 10 Selectmen's meeting - Acorn Engineering  
Additional Scope

On August 12, 2021, Acorn Engineering was awarded a contract to develop an opinion of cost, construction documents and specifications to construct the first 1700 feet of road and utilities at the Village Parcel.

Opinion of costs were presented to the Select Board on August 25. Subsequently, the firm was authorized to proceed with Scope B which included conducting an existing conditions survey, develop construction bid plans, specification, contracts and services through Bid Administration.

We were also asked to evaluate the feasibility of eliminating the sewage pump station which was previously designed into the project.

It was determined that the pump station could be eliminated, and a revised opinion of costs were developed. It is estimated that the elimination of the pump station would reduce the cost of construction from \$3,575,300 to \$2,895,700.

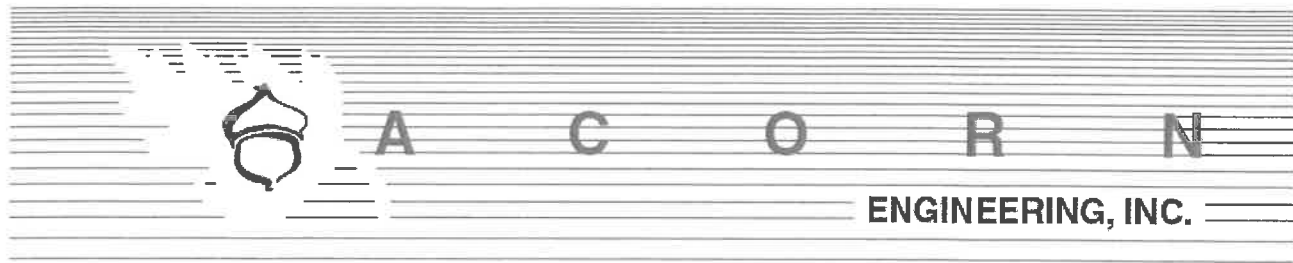
An estimated cost reduction of \$579,600.

The elimination of the pump station will require a redesign of the road, sanitary sewer and some storm drainage.

Acorn Engineering has provided us a proposal for the additional scope of work to the incorporate the additional analysis, cost estimate and redesign.

I have attached the proposal of \$12,500 for the additional work.

We are recommending that Acorn Engineering be authorized to proceed with the additional scope of work.



Town of Kennebunkport  
Attn: Eric Labelle  
P.O. Box 566  
6 Elm Street  
Kennebunkport, ME 04046

January 24, 2022

Subject: Town's Village Parcel  
Change Order Proposal for Professional Engineering and Consulting Services

Eric,

Acorn Engineering, Inc. (Acorn) is pleased to submit this updated proposal to provide additional civil/site engineering services for the Town of Kennebunkport's proposed development located in the partially developed vacant parcel (Parcel ID: 12-5-21) in Kennebunkport, Maine. During the initial design phase, Acorn has performed additional review and design changes associated with the sanitary sewer connections, specifically addressing how to remove the project's pump station and associated forcemain connection and how the project could connect the sanitary sewer utilities within North Street to flow gravity. As discussed during our December 21, 2021, call and preliminary evaluations, we believe a gravity sewer connection is possible, but results in additional design and analysis above and beyond the original RFP and contract.

Acorn offers a full range of civil/site development engineering services which includes extensive skills in permitting, stormwater design, utility, grading, erosion and sedimentation control and construction inspections. We routinely partner with municipalities, Maine DOT, Maine DEP, soil & water conservation districts, conservation commissions and the private sector on numerous civil/site development projects.

We believe our low overhead cost, competitive rates, and the principal's direct involvement in all aspects of the project provide us with a competitive advantage over larger firms whose overhead costs are higher. At Acorn Engineering, we excel in developing comprehensive, cost-effective solutions to our Clients' unique problems.

### **SCOPE OF SERVICE**

Acorn Engineering, Inc. (Acorn) proposes that work be billed on a time and material basis at our prevailing hourly rates. Acorn's proposed additional Scope of Services are listed below. This additional scope is in addition to the previous scope of services and signed contract. This includes:

#### **A. Gravity Sewer Connection Analysis:**

Based on discussions with Town Staff and the initial Opinion of Probable Cost, the Town had requested to evaluate the potential to eliminate the previously designed pump station and sanitary forcemain connection due to the high cost of this installation. Acorn evaluated a gravity connection design, which resulted in additional scope and analysis beyond the original contract. Along with the

sanitary sewer gravity connection, other infrastructure design was evaluated to perform a conflict analysis to review if the gravity sanitary sewer connection could work and the potential impacts affecting other utilities, including stormwater drainage from the project as well as adjacent properties. A summary of the proposed modifications to the initial design area:

- Gravity sewer connection is possible with the following design changes:
  - Raise (or downsize) existing culvert across North Street approx. 6"
    - This will create 6" of additional ponding adjacent to Reid Lane
    - Retaining wall work adjacent to roadway will be required
  - Run gravity sewer at min. slope (0.0044 ft/ft as directed by the Town) back into the site for approx. 1,700 lf to tie back into previously designed gravity sewer
  - New gravity sewer will create min. cover over pipe in some areas with previously designed finish grading (raising sewer approx. 4' from previous designs)
    - Requiring potential regrading of the profile and/or installation of insulation over pipe
  - Lots off first 1,700 lf of roadway with new raised gravity could potentially require individual pump stations to connect into Bass Cove Lane pending future designs of those respective lots
  - Reset some existing cross culverts within Bass Cove Lane to avoid conflicts with new gravity sewer elevations
  - Additional catch basins/storm drains/inlets on one or two existing cross culverts within Bass Cove Lane to prevent ponding along roadway and future roadway retaining wall from upstream parcels runoff.
- Town will need to officially approve pursuing the gravity connection, which will result in a significant cost savings of the pump station but will require re-designs to the previously designed plans as outlined in the RFP.

## **B. Plan Design Modifications:**

As outlined in Item A above, the initial analysis of a gravity sewer connection appears feasible. With the revisions of the previously designs and approved plans, additional design modifications will be required to finalize the roadway plans for construction. As part of the gravity sewer connection, design for the new sewer connections, updates to the plans, profiles, stormwater designs, and modifications to other utilities, including stormwater, water, and roadway retaining walls (designed by others) will be required. The previous plans also didn't include any electrical designs, which will need to be incorporated, and coordinated with CMP.

## **C. Updated Opinion of Probable Cost**

Based on the gravity sewer connection feasibility, the Opinion of Probable Cost was updated and provided to the Town on January 6, 2022, which removed the pump station and forcemain sanitary connections, and includes additional infrastructure that will be required to make the gravity sewer connection into the existing sanitary manhole located within North Street, as well as a 3% adjustment for inflation.



### **D. Permitting Updates**

Based on the Town's award of the Village Parcel Engineering Contract Proposal Summary Form, an estimated \$15,000 was included in addition to the \$33,000 base fee for permitting. Further evaluation of permitting amendments will be determined upon further analysis of the gravity sewer design modifications as outlined in Item B above. Dependent on the limits of disturbance, impervious coverage, stormwater treatments and other site modifications, some permitting amendments may be applicable.

### **FEE SCHEDULE:**

The fees presented below have been established for the Additional Scope of Services discussed above.

Item	Description	Fee Estimate	Basis of Compensation
<b>Additional Services</b>			
A	Gravity Sewer Connection Analysis	\$ 5,500	Hourly Rate
B.	Plan Design Modifications	\$ 6,500	Hourly Rate
C.	Updated Opinion of Probable Cost	\$ 500	Hourly Rate
	<b>Gravity Sewer Total</b>	<b>\$12,500</b>	

The fee estimate does not include work outside the scope of services including but not limited to items listed as Supplemental Services.

### **Permitting Updates**

Based on the Town's award of the Village Parcel Engineering Contract Proposal Summary Form, an estimated \$15,000 was included in addition to the \$33,000 base fee for permitting. Further evaluation of permitting amendments will be determined upon further analysis of the gravity sewer design modifications as outlined in Item B above. Dependent on the limits of disturbance, impervious coverage, stormwater treatments and other site modifications, some permitting amendments may be applicable.

### **CONCLUSION:**

Acorn Engineering, Inc. appreciates the opportunity to submit our proposal. We believe that a combination of our past work history, understanding of the Client's needs, and overall professionalism shall provide an invaluable resource. We look forward to the opportunity to work with you on this exciting and rewarding project.

Sincerely,



William H. Savage, P.E.  
Principal – Project Manager  
Acorn Engineering, Inc.



*By signing this Contract below the client agrees to the attached Terms and Conditions contained within this Acorn Engineering, Inc. proposal for professional Civil Engineering services.*

Client	Signature	Title	Month/day/year
Attached:	Supplemental Services		
	Schedule of Fees		
	Standard Terms and Conditions		



### **Supplemental Services**

Due to their nature, the following services would be difficult to define with respect to scope and, therefore, would be provided as supplemental services, as determined and if necessary. These and other services shall be provided on an hourly basis plus expense as outlined in the schedule of fees. Outside Consultants includes work not performed by Acorn Engineering, Inc. Outside consultants shall contract and bill directly to the Client. Any management of outside consultants by Acorn Engineering shall be billed on a time and material basis.

#### *Variance and Appeals Applications*

Any variance or appeals applications or waiver request will which affect the scope of the design or the project will be compensated for on an hourly basis plus expenses.

#### *Agency Review and Responses*

Acorn Engineering cannot foresee comments which will be received from the various regulatory agencies and neighborhood groups during review of the project and, therefore, preparation of responses to comment, which affect the scope of the design or the project will be compensated for on an hourly basis plus expenses. Examples include: flood studies, historical studies, neighborhood meetings, planning board presentation, offsite stormwater studies, additional planning board submittals or attendance at the Town requested site walk. Responses to minor comments such as for clarification, providing design data, etc. are included in the budget fee.

#### *Environmental Site Assessment*

If necessary, Acorn Engineering can provide a Phase 1 - Environmental Site Assessment to evaluate potential environmental liabilities due to oil and/or hazardous materials impacts.

#### *Stormwater Management*

Including but not limited to the design and permit amendments associated with stormwater runoff water quality treatment or quantity detention/retention. It is assumed previous designs will remain and no changes will be required. Study of offsite stormwater impacts as a result of wastewater sewer design changes.

#### *Boundary & Topographic Land Survey – Outside Consultant*

Including but not limited to the research and design of boundary property lines, topographic information and existing conditions of the parcel above and beyond what has already been included

#### *Geotechnical Investigations or Design – Outside Consultant*

Including but not limited to the design of retaining walls, foundation design, onsite soil/bedrock investigations, soil surveys and test pits.

#### *Structural Design – Outside Consultant*

Including but not limited to the design of retaining walls, foundation design, and concrete surfaces.

#### *Wastewater Disposal System Design – Outside Consultant*

Including but not limited to the design of subsurface wastewater system, soils investigations and associated permitting.





*Natural Resource Inventory – Outside Consultant*

Including but not limited to the identification, locating, mapping, design or permitting of any required natural resources, such as wetlands, vernal pools, rare, threatened or endangered species and streams.

*Traffic Report/Traffic Impact Analysis – Outside Consultant*

Including but not limited to Traffic report or impact analysis, or a letter stating why it is not necessary.

*Miscellaneous Plans/Reports/Studies – Outside Consultant*

Including but not limited to Photometric Plans, Fire Code Analysis, etc.

*Legal Documentation – Outside Consultant*

Including but not limited to preparation of deeds, easements, conservation easements, covenants, home/property owner's association declarations and by-laws, or other such agreements and documents, etc.

*Construction Phase Services*

Construction phase services shall include as required; construction administration, shop drawing review and approval, site inspections and reports, Erosion and Sedimentation Control Inspections, stormwater best management inspections and post construction stormwater inspections (if required), as well as a punch list after construction.

The Contractor shall maintain a set of drawings on which shall be recorded accurately as the work progresses, the actual dimensions and grades of all their work, indicating thereon all variations from the drawings issues for Construction. The record shall include the work of all Subcontractors. All recorded data shall be transferred by the Contractor to a complete set of reproducible record drawings and labeled "As-Built".



**SCHEDULE OF FEES**  
**AS OF JANUARY 1, 2022**

**General Civil Engineering Consulting Services**

	<u>Hourly Rates</u>
Senior Civil Engineer	\$ 140-150
Project Manager	\$ 130-140
Project Engineer	\$ 110-115
Design Engineer II	\$ 95-100
Design Engineer I	\$ 90-95
Resident Inspector	\$ 100
Construction Inspector	\$ 85
Project Administrator	\$ 65

**Reimbursable Expenses**

➤ Vehicle expenses	IRS Standard Mileage Rate
➤ Black & White Copies (8.5"x11")	at \$0.15/page
➤ Color Copies (8.5"x11")	at \$1.00/page
➤ Black & White Copies (11"x17")	at \$2.00/page
➤ Color Copies (11"x17")	at \$7.00/page
➤ Black & White Plots (24"x36")	at \$4.00/page
➤ Black & White Scans PDF (24"x36")	at \$5.00/page
➤ Color Plots (24"x36")	at \$25.00/page
➤ Mylar Drawings (24"x36")	at \$32.00/page
➤ Other	at cost + 15%
➤ Overnight or express mail	at cost +15%
➤ Subcontractors (if necessary)	at cost +15%

Application fees and certified mailing cost are not included as it is assumed that these will be paid by the Owner to the reviewing authority if necessary.

Hourly rates are subject to change on January 1<sup>st</sup>, 2023. Acorn Engineering reserves the right to add additional employees with their associated hourly rates.



## ACORN ENGINEERING, INC. - STANDARD TERMS AND CONDITIONS

The standard of care for all professional services performed or furnished by Acorn Engineering, Inc. (ACORN) under this agreement shall be the care and skill ordinarily used by members of the civil engineering profession practicing under similar circumstances at the same time and in the same locality. ACORN makes no warranties, express or implied, under this agreement or otherwise, in connection with its services. Civil Drawings will be stamped by an engineer licensed in the State of Maine, and will include civil notes, plans and details describing civil requirements. It is understood that the client will hire and experience contractor who is capable of installing civil components at areas not fully described in the notes and details and that the contractor will notify ACORN if and when additional civil guidance is needed.

1. **BILLING AND PAYMENT:** Invoices will be submitted by ACORN monthly or semimonthly, at ACORN's discretion. Any objection to an invoice must be made by the client, in writing, within ten (10) days, or the objection will be waived. Payment is due within thirty (30) days from invoice date. An invoice remaining unpaid after thirty (30) days will be subject to interest of one and one-half percent (1-1/2%) per month. If the client does not pay an invoice within thirty (30) days, ACORN may, thereafter, on ten (10) days prior written notice, elect to terminate all further services, without incurring any liability to the client. If ACORN terminates services because of non-payment, the client will pay ACORN for all services and expenses, according to the Agreement, through the termination date, interest and cost of collection, including reasonable attorney's fees. In collecting any fee due from client, ACORN may, but is not required to, submit the matter to mediation in accordance with the terms of paragraph 2 below.
2. **DISPUTE RESOLUTION:** Any claims or disputes between the Client and ACORN shall be submitted to non-binding mediation, and if not resolved within 60 days then to binding arbitration under the rules of the Maine Arbitration Act.
3. **ACCESS TO SITE:** The client will provide for the right of entry of ACORN, our consultants, our subcontractors and all necessary equipment in order to complete the work. If any of ACORN'S services are to be carried out on property or facilities not owned or occupied by the client, the client represents to ACORN that the owner and occupant have given the client permission for ACORN to enter and perform our services.
4. **NORMAL DISTURBANCE:** While ACORN will take all reasonable precautions to limit damage to the property, it is understood by the client that equipment used in performing ACORN'S services will, to some degree during the normal course of work, affect, alter or damage the site surfaces, buildings, structures, vegetation, facilities and subterranean structures. The restoration of such damage is not included in ACORN'S fees or prices and is not included as part of this Agreement unless specifically identified in the scope of services.
5. **UTILITIES:** In the prosecution of its work, ACORN will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The client agrees to hold ACORN harmless from for any such damage or injury that cannot be avoided using reasonable precautions. The client also agrees to hold ACORN harmless for any damages to subterranean structures that are not called to ACORN'S attention by the owner/client or the local agency coordinating subsurface utility information (e.g. Dig Safe) or that are not correctly shown on the plans.
6. **SERVICES OF OTHERS:** On occasion, ACORN engages the specialized services of individual consultants or other companies to participate in a project. When considered necessary, these firms or other consultants will be hired with the client's approval, which the client agrees not to withhold or delay unreasonably. The cost of such services will be included in our invoice.
7. **TIMELINESS OF PERFORMANCE:** The Client and ACORN are aware that many factors outside ACORN's control may affect ACORN's ability to complete the services to be provided under this Agreement. ACORN will perform these services with reasonable diligence and expediency consistent with sound professional practices.
8. **CONSTRUCTION OBSERVATION SERVICES:** If ACORN'S services include observation of construction on a site, ACORN will carry out our observation in accordance with generally accepted professional practices of similar engineers and consultants. ACORN'S services will not include any supervision of any contractor or subcontractor other than its own. The construction contractor will remain solely and completely responsible for enforcement of and compliance with 1) all contract plans and specifications and 2) all site working conditions and safety requirements, day and night, for both persons and property, in each case both by the contractor and its subcontractors. These include all OSHA, NIOSH, U.S. EPA and any other applicable governmental regulations. ACORN'S observations and monitoring services do not include review of the sufficiency of the contractor's health and safety measures at or near the construction site.
9. **OPINIONS OF PROBABLE COSTS:** Since ACORN has no control over the cost of labor, materials or equipment, or over the contractor's method of determining prices, or over competitive bidding or market conditions, opinions of probable construction cost provided for herein are to be made on the basis of experience and qualifications only. These opinions represent best judgment as a design professional familiar with the construction industry. However, ACORN cannot and does not guarantee that proposals, bids, or the construction cost will not vary from opinions of probable cost prepared by ACORN. If the Client wishes greater assurance as to the construction cost, an independent cost estimator shall be employed by the Client.



10. **OWNERSHIP OF DOCUMENTS:** All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by ACORN as instruments of service, shall remain the property of ACORN. Copies of such documents will be made available to the client upon request. The client agrees that if it fails to pay for any reports or other work that ACORN furnishes to the client or its agents, the client will return all copies of such reports and other work product to ACORN upon demand and will not use them for any purpose. The reports and other materials prepared by ACORN are not suitable for later reuse by the client or others on the project, any extension, or other sites or projects, nor at future times not contemplated by our reports. If the client reuses anything prepared by ACORN, or if others seek to use them, it will be at the client's and their sole risk, without liability to ACORN. In case of such unauthorized reuse, the client will hold ACORN harmless against all claims.

11. **INDEMNIFICATION:** The Client shall indemnify and hold harmless ACORN, its officers, directors, employees, agents and sub-consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the project which is the subject of this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of ACORN.

It is understood and agreed that, in seeking ACORN'S consulting services under this Agreement, the client is requesting ACORN to undertake potentially uninsurable obligations for their benefit involving the presence or potential presence of hazardous substances. Therefore, the client agrees to hold harmless, indemnify and defend ACORN from and against all claims, losses, damages, liability, and costs, including but not limited to costs of defense arising out of or in any way connected with the presence, discharge, release or escape of contaminants of any kind, excepting only such liability as may arise out of ACORN'S sole negligence in the performance of services under this Agreement.

12. **INSURANCE:** ACORN maintains the following insurance: General Liability; Automobile; and, Professional Liability. Professional liability and other insurance coverage's may not be available to ACORN, or the profession as a whole, to cover work with certain hazardous substances. ACORN will furnish certificates of insurance at your request. ACORN will not be responsible for any loss, damage or liability beyond the amounts, limits, or exclusions and conditions of such insurance. A separate limit of our liability for negligent professional acts, errors or omissions or breach of contract is set out in Section 13. ACORN will not be responsible for any loss, damage or liability arising from client's negligent acts, errors and omissions and those by their staff, consultants and agents or from those of any person for whose conduct ACORN is not legally responsible.

13. **LIMITATION OF LIABILITY:** In recognition of the relative risks, rewards and benefits of the project to both the Client and ACORN, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by the law, the total liability of ACORN to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed \$50,000. Such causes include, but are not limited to, ACORN's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Any action by client for breach of this contract must be commenced within two (2) years after the cause of action accrued. Causes of action between the parties relating to acts or failures to act shall be deemed to have accrued not later than the date payment to ACORN is due pursuant to paragraph 1 above.

14. **CONFIDENTIALITY:** ACORN will hold confidential all business or technical information obtained or generated in the performance of services under this Agreement. ACORN will not disclose such information without the client's consent except to the extent required for: 1) performance of services under this Agreement; 2) compliance with applicable laws or regulations; 3) compliance with professional standards of conduct for preservation of the public safety, health, and welfare; and/or 4) protection of ACORN against claims or liabilities arising from the performance of services under this Agreement. ACORN'S obligations hereunder shall not apply to information in the public domain or lawfully acquired on a non-confidential basis from others.

15. **GOVERNING LAW; SEVERABILITY; MODIFICATIONS; ASSIGNMENT:** This Agreement shall be governed and enforceable in accordance with the laws of Maine, the State in which ACORN'S office is located, which shall be deemed the place of contracting. The provisions of this Agreement are severable. The invalidity of any provision shall not affect the validity and enforceability of any other provisions. This Agreement, made up of our authorized scope of services and budget for the project and these Terms and Conditions, represents the entire agreement of the parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement cannot be modified orally, or by any course of conduct, and shall control over any inconsistent or contrary provisions in any proposal, contract form, purchase order or other document issued by the client. These Terms and Conditions shall survive the completion, or termination, of our services for the project. Any assignment of the client's rights under this Agreement requires ACORN'S prior written consent.

16. **CERTIFICATIONS:** ACORN will not execute or stamp any document that would result in its certifying, guaranteeing, or warranting the existence of conditions whose existence ACORN has not independently ascertained.



17. **FORCE MAJEURE:** Neither party shall be liable to the other for any failure to perform or delay in performing its obligations hereunder (other than an obligation to pay money) caused by any circumstances beyond its reasonable control, including but not limited to acts of war, interruption of public utilities, defaults of suppliers or subcontractors for any reason whatsoever and all types of industrial disputes, lock-outs and strikes.
18. **TERMINATION OF SERVICES:** In the event of termination of this Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay ACORN for all services rendered and all reimbursable costs incurred by ACORN up to the date of termination, in accordance with the payment provisions of this Agreement.

The Client may terminate this Agreement for the Client's convenience and without cause upon giving ACORN not less than seven (7) calendar days' written notice.

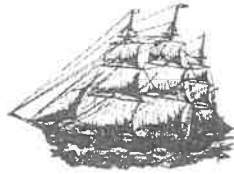
Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days written notice for any of the following reasons:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- Suspension of the Project or ACORN's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;
- Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

In the event of any termination that is not the fault of ACORN, the Client shall pay ACORN, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by ACORN in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

19. **THIRD-PARTY BENEFICIARIES:** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or ACORN. ACORN's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against ACORN because of this Agreement or the performance or nonperformance of services hereunder. The Client and Consultant agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.





# TOWN OF KENNEBUNKPORT, MAINE

– INCORPORATED 1653 –

## MEMORANDUM

**To:** Laurie Smith, Town Manager  
**From:** Chris Simeoni, Public Works Director  
**Date:** February 1st, 2022  
**RE:** Agenda item for February 10<sup>th</sup> Selectmen's Meeting- Discussion of Public Works Management Restructuring

As you are aware, with Mike Claus' recent retirement and my appointment to Director of Public Works, this leaves an opening for Deputy Director or other management titled position. With the Town's Capital Improvement Program increasing in scope for facilities, public works, and special projects both Eric Labelle and I believe it may be a good opportunity to explore and further consider the restructuring of Public Works.

Under the current model, the Director had assumed the administrative responsibility and operations for Public Works (Highway) Department. The Deputy Director had assumed administrative responsibility and operations for the Wastewater Department. At this point in time, I believe it would be more efficient to allocate responsibilities to positions in a way that unifies the divisions of the Public Works Department.

In my first two months in this position, I have made several observations. My involvement in capital planning has expanded greatly due to both departments and special projects. My administrative workload and operations planning has also increased due to absorbing the Public Works responsibilities. At this time, it is my opinion that there is an adequate amount of administrative work for the Director's position to become a strictly administrative position for both Highway and Wastewater. These responsibilities would include:

- Public process for operations and maintenance
- Public process for project development
- Managing public requests for potential capital projects
- Communicating with DOT
- Managing relationships with abutting service providers
- Capital Planning Highway
- Capital Planning Wastewater
- Capital Planning Interdepartmental and Special Projects
- Budgetary Development
- Budgetary Tracking
- Budgetary Decision Making
- Engagement with town committees
- Managing administrative support expectations and public interactions

6 Elm Street, P.O. Box 566, Kennebunkport, Maine 04046  
 Tel: (207) 967-4243 Fax: (207) 967-8470

# TOWN OF KENNEBUNKPORT, MAINE

– INCORPORATED 1653 –

- Emergency Operations
- Department Policy making
- Permitting

With this current vacancy, I am proposing that we consider the possibility of hiring a Public Works Operations Manager. I would just like to remind the Board that we had budgeted for three positions to include the Director, Deputy Director, and Principal Project/Process Engineer between the two departments. We would not be increasing the number of staff, but simply rearranging responsibilities.

Eric Labelle, Principal Project/Process Engineer, can continue to serve as the person in responsible charge of the wastewater treatment plant, oversee lab work, process control, compliance matters and serve as the resident project representative for engineering projects. The Principal Project/Process Engineer would also serve as the Director in my absence.

The Operations Manager would be responsible for following:

- Develop/organize/manage weekly work plan and interdepartmental requests
- Direct foreman and personnel as needed
- Align calendars of operation when needed and manage equipment needs
- Winter operations
- Personnel management
- Evaluation of Personnel
- Training of Personnel
- Communication with management and staff
- Communication with public on service requests and complaints
- Professional development of field personnel
- Department performance evaluations

I believe this change would allow Public Works to grow and be more efficient in terms of reducing the redundancy of responsibilities that exist in the positions under the current structure. I look forward to discussing this possibility with you and the Board of Selectmen.

## **Public Works Operations Manager**

Department: Public Works  
Reports To: Director

FLSA Status: Exempt  
Date: January 27, 2022

### **GENERAL SUMMARY:**

Responsible for day-to-day operations and administration of all Public Works divisions including roads and wastewater and its construction and maintenance functions. Assigns projects to personnel, ensures service priorities are met, evaluates performance, and responds to complaints. Coordinates and monitors work performed with other departments and outside contractors.

Under the direction of the Director of Public Works, manages the operations of the highway division and its personnel, responsible for the use and maintenance of the public works garage, facilities and equipment, and performs related administrative functions and oversight.

Implements the directives of the Principal Project/Process Engineer and/or Director of Public Works for the safe and efficient operation and maintenance of the treatment plant, pump stations, the wastewater collection system, and related equipment, assigns and oversees related work assignments consistent with those directives, and performs administrative functions and oversight.

### **ESSENTIAL JOB FUNCTIONS:\***

- ◆ Oversees the Public Works maintenance facilities; develops daily work plans; delegates job assignments and responsibilities to the Public Works Foreman and the Wastewater Lead Operator.
- ◆ Prioritizes work, deploys personnel, estimates the time required to perform work. Develops work plan work orders for corrective action, preventative action, and pre-planned tasks.
- ◆ Oversees the maintenance of digital records for public works, training records, the vehicle and equipment inventory, and its maintenance.
- ◆ Oversees timely completion of all construction and maintenance fieldwork carried out by the departmental personnel and by contractors under the auspices of the Public Works Department.
- ◆ Assists Director or the Director's designee in ensuring that all projects are carried out in an as cost-effective manner as possible and in accord with specifications.
- ◆ Assists Director or the Director's designee in the annual inspection of all Town streets to determine construction and maintenance needs. Recommends annual street construction and maintenance schedules to the Director of Public Works.
- ◆ Oversees the implementation of the Town's snow and ice clearance program coordinates and participates in sanding, plowing, and snow removal activities with all Public Works divisions, other town departments, and private contractors. Implements and operates heavy equipment and commercial motor vehicles.
- ◆ Implements the directives of the Principal Project/Process Engineer and/or Director of Public Works with respect to the operations and maintenance of the treatment plant, pump stations, the wastewater collection system, and related equipment.
- ◆ Participates in the development of the annual budget



- ◆ Ensures that employees are provided the training and equipment needed to perform work safely and provides direct training to staff as requested.
- ◆ Under the direction of the Director and/or Principal Project/Process Engineer as applicable, oversees the Public Works Foreman and the Wastewater Lead Operator.
- ◆ Completes annual performance evaluations and supports the Public Works Foreman and Wastewater Lead Operator in addressing personnel performance and disciplinary issues and issues arising from union contract administration.
- ◆ Performs administrative functions related to employee attendance and leaves.
- ◆ Participates in the development of equipment specifications for the purchase and replacement of Town and Public Work vehicles.
- ◆ Operates a variety of equipment and tools according to safety regulations, including heavy equipment, vehicles that require CDL license, mobile equipment for plant maintenance, material handling equipment, and trade tools and equipment.
- ◆ Participates in an on-call rotation to assist with an emergency response as well as performs any other duties as required or assigned by the Director or the Director's designee.
- ◆ Attends and participates in all staff meetings.
- ◆ Maintains quality service by following departmental guidelines and procedures and by establishing and enforcing Town standards.
- ◆ Maintains professional and technical knowledge by attending educational workshops, reviewing professional publications, establishing personal networks, benchmarking state-of-the-art practices, and participating in professional societies.
- ◆ Performs research, special projects, and related responsibilities as initiated and requested.
- ◆ Performs other related duties as required, directed, or as the situation dictates.
- ◆ Regular attendance at the workplace is required.

**SUPERVISORY RESPONSIBILITY:**

In the absence of the Wastewater Lead Operator or Public Works Foreman, directly supervises Wastewater and Public Works Operators, providing direction and oversight to crew under the guidance of Director and/or Principal Project/Process Engineer, as applicable.

**EDUCATION & EXPERIENCE:**

High school diploma or equivalent and two years of related Public Works experience, including supervisory experience; or any equivalent combination of education and experience.

**LICENSES & CERTIFICATIONS:**

Valid State of Maine Class B driver's license with no restrictions or points that would affect the town's liability insurance.

**KNOWLEDGE, SKILLS & ABILITIES:**

- ◆ Extensive knowledge of the methods, materials, tools, and equipment utilized in public works and wastewater services and in the operation of the facilities.
- ◆ Knowledge of the principles and practices of municipal public works management.
- ◆ Knowledge of construction of municipal infrastructure and motor vehicle repair and maintenance.
- ◆ Ability to apply sound judgment in making decisions on day-to-day operations.
- ◆ Excellent oral and written communication skills.
- ◆ Excellent interpersonal skills in dealing effectively with a broad range of employees' issues, including contract administration and conflict resolution.
- ◆ Competence in the use of office computer and associated software.
- ◆ Plumbing, masonry, mechanical, and electrical knowledge.
- ◆ Specific mechanical skills and experience in the operation of required equipment, including heavy equipment.
- ◆ Excellent interpersonal and customer service skills; ability to effectively deal with all members of the public in a courteous and tactful manner; ability to establish and maintain good working relationships with coworkers and all individuals, groups, and organizations contacted in the course of work.
- ◆ Ability to work with a high level of detail; ability to efficiently manage time and organize work; ability to prioritize multiple tasks and deal effectively with interruptions.
- ◆ Ability to work independently and exercise independent judgment; ability to follow oral and written directions; ability to identify and analyze complex issues and to develop appropriate recommendations.
- ◆ Ability to effectively operate computers and software necessary for the performance of job duties, including SCADA.

### **SPECIAL REQUIREMENTS**

Ability to participate in an on-call rotation.

### **WORKING CONDITIONS & PHYSICAL DEMANDS:**

The majority of work is performed in Town limits, outdoors, and in all weather conditions. Frequent climbing, balancing, stooping, kneeling, crouching, reaching, crawling, standing, walking, pushing, pulling, lifting, fingering, grasping, feeling, talking, hearing, seeing, and repetitive motions are required. Moderate lifting and physical work are frequently required. Heavy lifting and physical work are occasionally required. Must be able to lift and carry 75 pounds in standing and bending positions and carry while walking distances of 10 feet. Body movements require working with hands extended above and below the head and from the body up to 40 minutes, using hand tools weighing up to 15 pounds.

Occasionally exposed to hazardous physical conditions such as moving mechanical parts and electrical currents, atmospheric conditions such as fumes/odors/dust/gas, hazardous materials and chemicals,

extreme temperatures, intense noise, and threatening environments and people. Occasionally exposed to inadequate lighting, and confined workspaces. Regular travel is required, operating a motor vehicle.

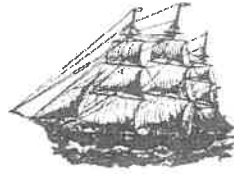
Some work is performed in a normal office environment, not subject to extreme variations of temperature, noise, odors, etc. Frequently subjected to the demands of other individuals and the volume and/or rapidity with which tasks must be accomplished.

Operates computer, printer, video display terminal, typewriter, calculator, projector, telephone, copier, facsimile machine, and all other standard office equipment requiring eye-hand coordination and finger dexterity.

***The above statements are intended to describe the general nature and level of work being performed by people assigned to do this job. The above is not intended to be an exhaustive list of all responsibilities and duties required. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.***

**\*External and internal applicants, as well as position incumbents who become disabled as defined under the Americans With Disabilities Act, must be able to perform the essential job functions (as listed) either unaided or with the assistance of a reasonable accommodation to be determined by management on a case by case basis.**

***This job description does not constitute an employment agreement between the employer and employee, and is subject to change by the employer, as the needs of the employer and requirements of the job change.***



## KENNEBUNKPORT WASTEWATER DEPARTMENT

### MEMORANDUM

**Date:** February 3rd, 2022

**To:** Laurie Smith

**From:** Chris Simeoni, Director of Public Works

**Re:** Agenda item for February 10th Selectmen's meeting- Request for Street Opening and Street Closure by BREX Corp. for Colony Avenue Project

On February 2<sup>nd</sup>, the Public Works Department received a request from BREX Corporation for a street opening permit for Colony Avenue. BREX Corporation is currently contracted by the Colony Hotel to complete the site work for the current hotel project and reconstruction of Colony Avenue. The extent of the work is to install a 630' linear duct bank parallel with Colony Avenue for power. The Kennebunk Kennebunkport Wells Water District (KKWWD) will be falling in behind BREX Corp. to replace the existing water main. The remaining improvements and construction will follow the replacement of the main.

At this time, BREX is requesting a full street closure from February 14<sup>th</sup> to no later than May 27<sup>th</sup> during working hours which will typically be from 7:00am to 5:00pm. Due to the narrow street, equipment needs and scope of work to be completed in the street, BREX feels they will not have the room to maintain one-way traffic during work hours. BREX will only be closing the portion of the road abutting the Colony Hotel parcels. Residents will still have full access by way of South Main Street and Arlington Avenue.

BREX has submitted a memo request for the same, traffic plan and bond in the amount of \$12,600 as required by ordinance. (Please see attached documents.) This information has been shared with and reviewed by the Code Enforcement Department, Police Department and Fire Department. At this time, there are no concerns regarding the request for the street closure. Emergency access will be provided if necessary.

It is my recommendation to authorize both the street opening application and street closure requests.

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

**PROPERTY INFORMATION**

Name of Homeowner: Boughton Hotel Corporation Date: 2/2/2022

Address: 140 Ocean Ave Kennebunkport, ME

Telephone: \_\_\_\_\_ Map, Block, Lot: 8-6-4

Street to be excavated: Colony Ave

Size of excavation (length and width): 650 FT x 20 FT

Reason for excavation: Duct bank install, and road reconstruction

**Permit Conditions: If there is, any intrusion into the black top, road should be paved from curb to curb.**

**CONTRACTOR INFORMATION**

Date of excavation: 2/14/22 to 5/27/22

Name of Contractor: BREX Corp

Address: 258 Maguire Road

Telephone: 207-985-4447 Fax: 207-985-7305

**BOND & INSURANCE INFORMATION**

INFORMATION TO BE SUBMITTED BY 2/4/2022

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: \_\_\_\_\_

Selectmen: \_\_\_\_\_

Selectmen: \_\_\_\_\_

Selectmen: \_\_\_\_\_

Selectmen: \_\_\_\_\_

Selectmen: \_\_\_\_\_

Date Approved: \_\_\_\_\_

**Application Fee: \$25.00**

Date Paid: \_\_\_\_\_

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

Amount Paid: \_\_\_\_\_

☐ Cash ☐ Check ☐ Money Order



258 Maguire Road  
Kennebunk, Maine 04043  
**Phone:** (207) 985 – 4447 ext. 204  
**Fax:** (207) 985 – 7305  
**Email:** [nickb@brexcorp.com](mailto:nickb@brexcorp.com)

February 2, 2022

Christopher Simeoni,  
Director of Public Works  
Town of Kennebunkport  
6 Elm Street  
Kennebunkport, ME 04046

RE: Colony Avenue Road Closure

Chris,

BREX Corp is the site contractor for the Colony Hotel North Campus project. As part of this project BREX Corp is going to be installing a duct bank along the south side of Colony Ave. Shortly after this work is completed KKWWD will install a new water main up the north side of Colony Ave. Once the water main work is completed BREX Corp will begin reshaping and rebuilding the road. The road reconstruction includes new granite curb on both sides of Colony Ave as well as a new sidewalk on the south side. The existing road is narrow and is not wide enough to maintain a lane of traffic while the various construction tasks are ongoing. BREX Corp is seeking permission from the Town of Kennebunkport to close Colony Ave from February 14<sup>th</sup> to no later than May 27<sup>th</sup>. There are no residential houses on Colony Ave that will be impacted, and staff parking for the Colony Hotel is accessible from the east side of Colony Ave. It is intended that any emergency access to both the construction site and the Colony Hotel would still be from the Ocean Ave side.

Attached to this memo is a signage plan for the proposed road closure. There will be "Sidewalk Closed" construction signs on Type II barricades on both sidewalks accessing the site. Both ends of the road closure will have "Road Closed" signs with construction barrels to block vehicular traffic.

If you have any additional questions or concerns, please contact me at 207-985-4447 (ext. 204) or email ([nickb@brexcorp.com](mailto:nickb@brexcorp.com))

Sincerely,

A handwritten signature in dark ink, appearing to read "Nick Buonanno", with a long, sweeping horizontal line extending to the right.

Nick Buonanno  
Project Engineer



J08 P: 2/04/7	REVISIONS				BREX Corp. 258 Maguire Road Kennebunk, ME 04043 207-985-4447 www.brexcorp.com	SIGNAGE PLAN COLONY AVE KENNEBUNKPORT, ME OWNER	Designed By: Date: Created By: Date: Drawn By: NMB Date: 3/7/2022
	Date	Description	Approved				
Scale: N.T.S.							
Sheet 1 of 1							

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

**PROPERTY INFORMATION**


Name of Homeowner: Boughton Hotel Corporation Date: 2/2/2022  
Address: 140 Ocean Ave Kennebunkport, ME  
Telephone: 207-337-1159 Map, Block, Lot: 8,8 Lots 14,15,16  
Street to be excavated: Colony Ave  
Size of excavation (length and width): 650 FT x 20 FT  
Reason for excavation: Duct bank install, and road reconstruction

**Permit Conditions: If there is, any intrusion into the black top, road should be paved from curb to curb.**


**CONTRACTOR INFORMATION**

Date of excavation: 2/14/22 to 5/27/22  
Name of Contractor: BREX Corp  
Address: 258 Maguire Road  
Telephone: 207-985-4447 Fax: 207-985-7305

**BOND & INSURANCE INFORMATION**

Performance Bond: ☐ Cash ☐ Check ☐ Money Order ☒ Surety Bond ☐ Other  
Bond Amount: \$12,600.00  
Company that issued the bond (if applicable): Skillings Shaw & Associates  
Person or entity providing the bond to the Town (contractor, property owner, other): Contractor  
Insurance Company: Patriot Insurance  
Signature of person completing the application:  Date: 2/3/2022

**APPROVED**

Highway Superintendent:  Selectmen: \_\_\_\_\_  
Selectmen: \_\_\_\_\_ Selectmen: \_\_\_\_\_  
Selectmen: \_\_\_\_\_ Selectmen: \_\_\_\_\_  
Date Approved: \_\_\_\_\_ Application Fee: **\$25.00**  
Date Paid: \_\_\_\_\_  
Amount Paid: \_\_\_\_\_  
☐ Cash ☐ Check ☐ Money Order

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



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**INTEROFFICE MEMORANDUM**

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**TO:** LAURIE SMITH, TOWN MANAGER, AND SELECT BOARD  
**FROM:** JAMIE MITCHELL, TOWN CLERK  
**SUBJECT:** PROPOSED LANGUAGE FOR GRB PARKING STICKERS  
**DATE:** FEBRUARY 4, 2022

Following the discussion and guidance provided by the Board and Town Manager at the January 27, 2022, regularly scheduled meeting, I have attached the proposed language to the Rules and Regulations for Beach Parking Stickers for review and consideration.

Of particular importance would be the addition of a definitions section and the added language restriction of permits to two (2) per household. We are also proposing additional language allowing the Town to deny the sale of a beach sticker if taxes are in arrears or the long-term renter is unable to provide a valid vehicle registration (for proof of excise tax). Currently the language provides for denial based only on outstanding parking tickets. We are also proposing removing the language requiring the sticker to be associated with a specific plate but maintaining that it must be permanently fixed to a vehicle.

I believe the language proposed captures the intent and feedback received at that meeting.

\*\*\*\*\*

For your information, we intend to administer these rules and regulations utilizing the following procedure:

The Clerk's Office currently maintains a property taxpayer list, per property, for issuance of the five (5) free one-hour parking validation tickets (hereinafter "Chaser Tickets"). Taxpayers on this list are sent an annual letter that informs them of this privilege. The taxpayer then mails in the form with a self-addressed stamped envelope OR brings the letter in. That particular property is then checked off the spreadsheet when the Chaser Tickets are issued. We would add a column for the Beach sticker. Property taxpayers would not need to provide any further proof of ownership or vehicle registration.

If you are not a property owner, but a long-term renter you would need to provide a copy of a valid lease or rental agreement and a valid car registration (for proof of excise payment). Regardless of how many renters reside, only two beach stickers per residential unit will be issued for the reduced rate.

All others, meaning and intending non-residents or those desirous of obtaining additional passes will be issued a sticker at the fee of: \$25 per day, \$100 per week or \$200 per season.

The sticker will no longer be associated with a license plate; however, will still be required to be affixed. Each beach sticker will still have a number on it which will be tracked internally, and the purchaser information will be available if needed by the Town administration or Public Safety personnel.

I believe the language captures the intent as understood based on the feedback from said Select Board meeting.

## **Chapter 315. Goose Rocks Beach Parking Rules and Regulations**

### **§ 315-1. Parking sticker program.**

Parking in the Goose Rocks Beach area is regulated during the summer season through a parking sticker program because the demand for parking far exceeds the limited number of on-street parking spaces available. Parking stickers are available for daily, weekly and seasonal use. A Goose Rocks Beach parking sticker does not guarantee that a parking space will be available at any particular time. See Town Ordinance §160-27.

### **§ 315-2. Definitions.**

As used in this Chapter 315, the following terms have the following meanings.

“Property Taxpayer” means: A person who receives a property tax bill for payment of property taxes on real property in the Town of Kennebunkport.

“Long-Term Renter” means: A person who (i) resides in the Town of Kennebunkport with a valid lease or rental agreement which specifically identifies the term of the agreement to be not less than one (1) year and the identifies the location of a unique dwelling unit within the Town; and (ii) pays excise tax and registers his/her vehicle with the Town of Kennebunkport.

“Non-Resident” means: A person who is neither a Property Taxpayer nor a Long-Term Renter, as defined herein.

### **§ 315-3. Fees for Parking Stickers.**

- A. Property Taxpayer. A Property Taxpayer may purchase up to two (2) seasonal parking stickers: per year at a cost of \$5 each. Annually (in or around March), the Town will mail to each Property Taxpayer a voucher for two (2) Goose Rocks Beach seasonal parking stickers. Vouchers must be presented with payment at the Town Hall to obtain the parking stickers. A Property Taxpayer may purchase additional parking stickers at the rates for Non-Residents.

~~A. Kennebunkport taxpayers. Seasonal parking stickers are available to Kennebunkport residents and taxpayers at a cost of \$5 per vehicle. In order to qualify for the resident sticker, an individual must either pay property taxes on a property in Kennebunkport or be a resident of the Town and pay excise taxes to the Town on a motor vehicle registered in his/her name. Individuals paying property taxes to the Town may obtain parking stickers for more than one vehicle so long as each vehicle is registered in his/her name. Individuals seeking residential stickers shall provide a copy of the vehicle registration for each residential sticker issues. In circumstances where ownership of the property is dispersed among multiple people, it is the individual's responsibility to provide proof of ownership interest to the Town. The sticker shall be permanently affixed to the lower left hand corner of the rear window of the vehicle to which it is issued. Any sticker not permanently affixed in that location shall be considered void and a violation of these regulations and Chapter 160, Traffic and Vehicles, Article II, Traffic and Parking Control.~~

~~Non Kennebunkport taxpayers shall pay~~

~~B. Long-Term Renter: A Long-Term Renter may purchase a seasonal parking sticker at a cost of \$5. A Long-Term Renter must present documentation of a lease/rental agreement of not less than one (1) year AND a valid Town of Kennebunkport motor vehicle registration at the Town Hall with payment to obtain the parking sticker. No more than two (2) seasonal parking stickers per year will be issued for any rental property unit. A Long-Term Renter may purchase additional parking stickers at the rates for Non-Residents.~~

~~B.C. Non-Residents. A Non-Resident may purchase parking stickers as follows: \$25 for daily stickers, \$100 for weekly stickers, and \$200 for seasonal stickers. Each sticker shall be permanently affixed to the lower left hand corner of the rear window of the vehicle to which it is issued. Any sticker not permanently affixed in that location shall be considered~~

~~void and a violation of these regulations and Chapter 160, Traffic and Vehicles, Article II, Traffic and Parking Control.~~

~~G.D. Hotels, inns, rental properties~~Inns, Short-Term Rentals, and the Goose Rocks Beach General Store. Hotels, inns, owners of rental properties (including room rentals)), and the Goose Rocks Beach General Store shall be allowed to purchase, for resale to their customers, daily and weekly parking stickers for ~~\$15~~25 and ~~\$50~~100 each, respectively. Stickers must be marked with a laundry-marking pen or other indelible marker to show the date or dates for which they are issued, ~~and each sticker must be permanently affixed to the lower-left-hand corner of the rear window of the vehicle to which it is issued.~~ If these conditions are not met, the sticker will be considered void. The establishment selling the sticker is responsible for recording guest information, including the license plate number of the vehicle, the sticker number, and the day or week for which the sticker is issued and explaining to the customer the beach and parking rules and regulations.

#### **§ 315-3. Denial****4. Use of Parking Stickers.**

Goose Rocks Beach parking stickers are not transferable between vehicles. Each parking sticker, must be firmly adhered to the lower left-hand corner of the rear window of the vehicle to which it is issued. Any parking sticker not firmly adhered in that location shall be considered void and a violation of these Rules and Regulations and the Town of Kennebunkport Ordinance, Chapter 160, Traffic and Vehicles, Article II, Traffic and Parking Control.

#### **§ 315-5. Denial of Parking Sticker.**

It shall be the policy of the Town of Kennebunkport to deny the issuance of any Goose Rocks Beach parking sticker (i) to a registeredProperty Taxpayer who is in arrears in payment of property tax; (ii) to a Long-Term Renter who has not paid current vehicle excise

tax; or (iii) for any vehicle that has an outstanding parking ticket(s)  
until said parking ticket ~~fin~~(s) has been paid in full.

Dear Members of the Board of Selectmen and Town Officials,

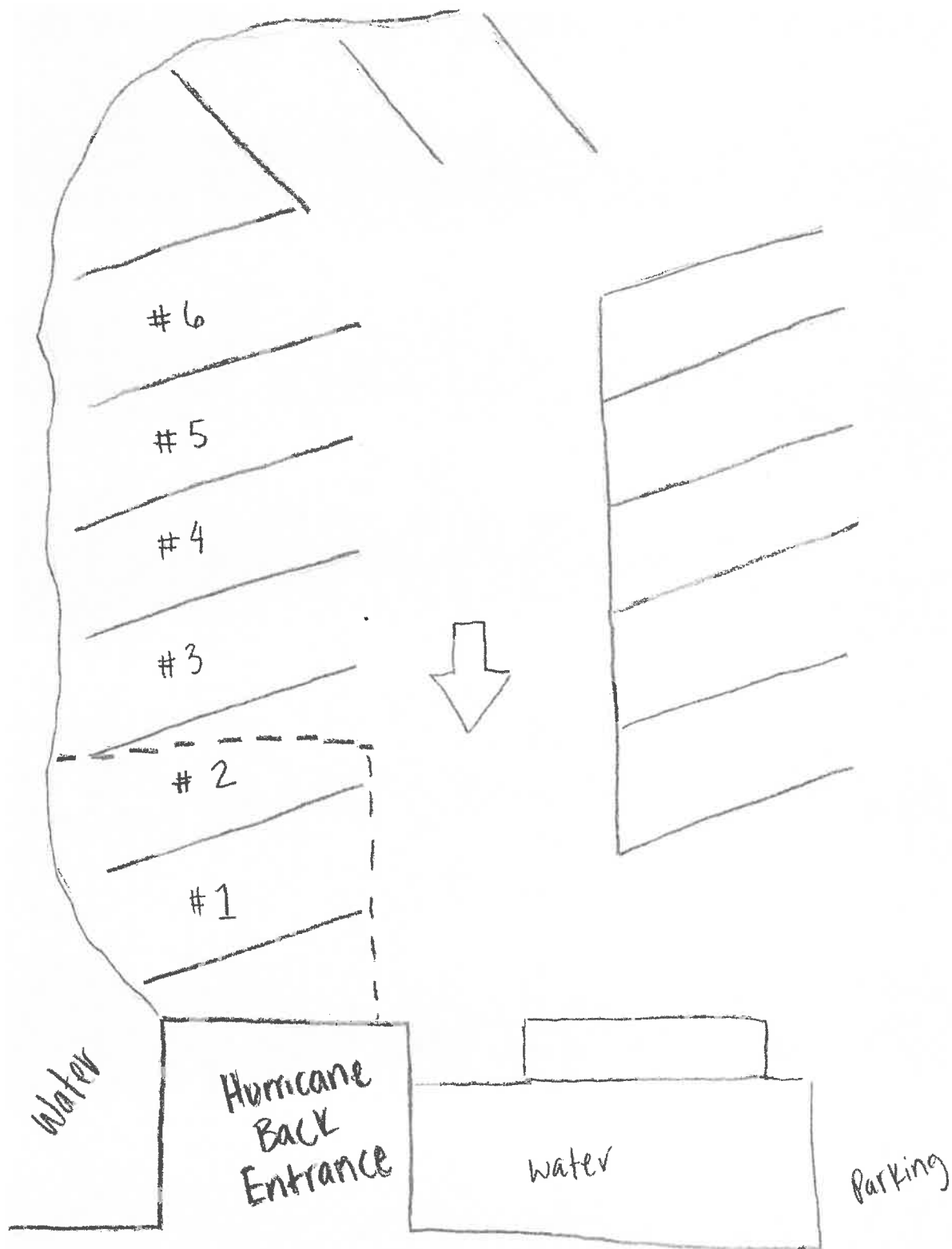
My name is Taylor Benenti the owner operator at Hurricane Restaurant in the center of town. I'm writing to you all in the hopes to be able to rent a small space for outdoor dining in the parking lot from the town this season. The town and Board members have been more than generous over the past two seasons allowing Hurricane and a few other businesses use of town owned spaces for outdoor dining areas free of rent. It has helped our business immensely to navigate business demands and mandates throughout this pandemic. I believe there is still a large part of the population uncomfortable with indoor dining, and the new norm of almost every restaurant these days having some sort of outdoor space. I know there has been a loss of income in the town parking lot from allowing the use of these spaces and I would like to propose using a smaller space than the past two years, and an agreement to rent the space to avoid any loss of income in the lot.

I have attached a sketch of the proposed space (within the dotted lines) I would like to rent from the town, if possible from May 1<sup>st</sup> through Columbus Day. I am looking to set something up just within the first two parking spots and am not looking to put up a tent this year at all. The space would be used weather dependent and appropriately barricaded off for safety as we have in the past. I believe without the tent (and straps/spikes) and with the smaller space this won't disrupt the flow of the parking lot or any other spaces as it may have in previous years. Prior to the hourly rate changes in the lot, I heard the spots made around \$5,000 per spot per season. I'd be happy to rent the two spaces anywhere from \$12,000 to \$15,000 (or whatever the town thinks is fair, happy and willing to negotiate as well) for the season and am willing to pay upfront.

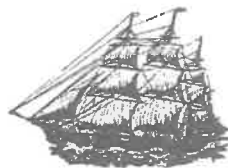
I've gotten an overwhelming response how much people have enjoyed being able to eat at Hurricane with some outdoor space. From locals, regular guests, tourists, business owners, etc. everyone has loved being able to eat outside. Going into our 31<sup>st</sup> season as a restaurant and staple in the community and my 4<sup>th</sup> season of ownership, it's my privilege to continue and foster the success of this business and caretaker of this historic building. I believe having a small outdoor area for our guests is key to keeping up with the continued changes in our industry, mandates, and rising prices. We at Hurricane Restaurant are happy to work with the town however possible to help make this happen. Thank you for your time! Cheers,

Taylor Benenti









## TOWN OF KENNEBUNKPORT, MAINE

– INCORPORATED 1653 –

### Community Resilience Partnership

To: Laurie Smith, Town Manager

From: Eli Rubin, Community Planner

Date: 2/3/2022

RE: State grant to reduce emissions and prepare for the effects of climate change.

About the Partnership:

Recommended by Maine's four-year climate action plan, *Maine Won't Wait*, the Partnership offers support through grants and direct support to municipal and tribal governments to help communities reduce carbon emissions, transition to clean energy, and become more resilient to climate change effects such as to extreme weather, flooding, rising sea levels, public health impacts, and more. It is administered by the Governor's Office of Policy Innovation and the Future.



Joining the Partnership

Participation in the Partnership is open to all municipalities and federally recognized tribes in Maine. Communities like Kennebunkport, with a record of past climate actions, may join the Partnership by reviewing past activities, completing the self-assessments, providing proof of a qualifying community workshop, and passing or amending a resolution.

Community Action Grant

Twice a year municipal and tribal governments will have an opportunity to apply for the Community Action Grant which funds projects that help reduce energy use and increase resilience to climate change effects. Kennebunkport plans to apply for the spring grant round for funds to develop a comprehensive Climate Resilience Action Plan. This process is being designed as a 13-month, community participatory process that will examine greenhouse gas emissions, coastal and inland flooding, public infrastructure and private property vulnerabilities, and more. Importantly, the Plan will include implementation actions and prioritization based on the values and direction from the community and town boards and committees.

For additional support and to leverage an increased level of grant funding, Kennebunkport plans to join a cohort of three neighboring towns at similar stages in climate planning and hire SMPDC to provide guidance and support. As a member of the cohort, Kennebunkport will be able to learn from and support our neighbors as well as share resources and costs as each member creates its own plan. We believe this path will best achieve Kennebunkport's Climate Change Goals while simultaneously engaging regionally. Staff recommends that the Selectboard adopt the Resolution to Join the Community Resilience Partnership.



## TOWN OF KENNEBUNKPORT, MAINE

— INCORPORATED 1653 —

### Resolution To Join the Community Resilience Partnership

**WHEREAS**, the Town of Kennebunkport has completed the Community Resilience Partnership's Community Resilience Self-Assessment and List of Community Actions, held three community workshops on November 19<sup>th</sup>, 2019, June 1<sup>st</sup> 2021, and July 26<sup>th</sup>, 2021, and adopted eleven Climate Change Goals which include the following actions from the Partnership's List of Community Actions:

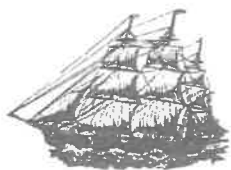
- C1: Conduct a baseline for energy usage by municipal/tribal government including electricity, heating and transportation fuels, and other energy sources.
- C2: Identify and track a simplified set of emissions indicators for community emissions reduction
- C3: Adopt a resolution setting targets and a plan for reducing emissions and advancing clean energy from municipal/tribal operations that align with the state's targets.
- F5: Complete the Maine Flood Resilience Checklist.
- G1: Conduct a vulnerability assessment for critical community infrastructure that includes: 1) the climate hazards to which infrastructure assets are exposed and how the intensity and likelihood will change over time; 2) the susceptibility to damage or failure given location, design, age, condition, and state of repair; and 3) the consequences that impairment or failure of the infrastructure will have on the community.

**WHEREAS**, planning for community and infrastructure resilience will protect people, preserve businesses and the local economy, and reduce the impact and costs of natural disasters;

**WHEREAS**, investing in energy efficiency and weatherization improvements is proven to lower municipal electricity expenses and make buildings more comfortable for employees and visitors;

**WHEREAS**, transitioning municipal fleet vehicles to electric vehicles lowers fuel and maintenance costs and reduces the uncertainty of variable fuel prices on municipal budgets;

**WHEREAS**, the Gulf of Maine is warming 99% faster than other oceans around the world, and ocean acidification and warming ocean temperatures pose a serious economic and cultural risk to Maine maritime industries, heritage, and tourism;



## TOWN OF KENNEBUNKPORT, MAINE

—INCORPORATED 1653—

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**BE IT RESOLVED**, the Town of Kennebunkport commits to participating in the Community Resilience Partnership, which supports community leadership in reducing greenhouse gas emissions and increasing resiliency to extreme weather and climate change impacts;

**BE IT FURTHER RESOLVED**, the Town of Kennebunkport designates the Community Planner to coordinate planning, implementation, and monitoring of energy and resilience projects and to be the primary point of contact to the Community Resilience Partnership.

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Sheila Matthews-Bull

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Edward W. Hutchins

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Patrick A. Briggs

---

D. Michael Weston

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Allen A. Daggett

## 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 Dries, Lisa M H a certain parcel of land, if any, located in the Town of Kennebunkport, York County, State of Maine, identified as follows:

Map Lot 026-001-006B, 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 Certificates, recorded in the York County Registry of Deeds on July 13, 2020 in Book 18306 Page 563 and on July 9, 2021 in Book 18729 Page 530.

The Inhabitants of the Town of Kennebunkport have caused this instrument to be signed in its corporate name by Allen A. Daggett, Sheila W. Matthews-Bull, Patrick A. Briggs, Edward W. Hutchins II and D. Michael Weston its Municipal Officers duly authorized.

Witness our hands and seals this 10th day of February 2022.

Inhabitants of the Town of Kennebunkport

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Witness

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Witness

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Witness

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Witness

\_\_\_\_\_  
Witness

### ACKNOWLEDGEMENT

State of Maine  
York, County, ss.

February 10, 2022

Then personally appeared before me the above-named Allen A. Daggett, Sheila W. Matthews-Bull, Patrick A. Briggs, Edward W. Hutchins II and D. Michael Weston, the 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,

\_\_\_\_\_