



TOWN OF KENNEBUNKPORT, MAINE

**Board of Selectmen Agenda  
December 22, 2022 @ 6:00 PM  
VILLAGE FIRE STATION  
32 North Street**

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**This is an in-person meeting but the public may join in Zoom webinar format**

Join by **computer or mobile device** and click on:

<https://us06web.zoom.us/j/84985302035>

or go to **ZOOM** and enter the **webinar ID: 849 8530 2035**

By **phone** 1(929) 205 6099 US

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1. Call to Order.
2. Approve the December 8, 2022, 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. Authorization of Confirmatory Supplemental Agreement Regarding Joinder of Beachfront Owner to Beach Use Agreement.
5. Update from Megan McDevitt, of Woodard & Curran, on the Pier Road causeway project.
6. Wildes District Road Project Update.
7. Waste Hauling Permits
8. Street Opening Permit for South Main Street.
9. Authorize purchase of Invent HyperClassic Mixers.
10. Purchase of Waste Pump.
11. Parks Master Plan Update.
12. Accept donations for the general nurses' account:
  - a. \$50.00 from an anonymous donor towards the general nurses' account;
  - b. \$100.00 from Janet Henry and Vernon Moore towards general nurses' account.

13. Accept donations for the emergency fuel fund:
  - a. \$100.00 from David Kling & Kathryn Sanders towards the emergency fuel fund;
  - b. \$360.00 from church On The Cape towards the emergency fuel fund.
14. Other Business.
15. Approve the December 22, 2022, Treasurer's Warrant.
16. Executive session per (MRSA 1, §405-6A) for discussion regarding personnel compensation.
17. Adjournment.

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# **AGENDA ITEM DIVIDER**

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Town of Kennebunkport  
Board of Selectmen Meeting  
December 8, 2022  
6:00 PM

**MINUTES**

**Selectmen attending:** Jon Dykstra, Edward Hutchins, Sheila Matthews-Bull, Michael Weston.

**1. Call to order.**

Selectman Hutchins called the meeting to order at 6:02 PM.

**2. Approve the November 22, 2022, selectmen meeting minutes.**

**Motion** by Selectman Dykstra, seconded by Selectman Weston, to approve the November 22, 2022, selectmen meeting minutes. **Voted:** 4-0. **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.)

No one in the Community Room nor either of the two remote Zoom attendees had any questions or made any comments.

**No motion was necessary. No action was taken.**

**4. Public Hearing on proposed addition of a stop sign at Community House Way onto Community House Road, to the Kennebunkport ordinance – Part 1 General Ordinances, Article II Traffic and Parking Control, Chapter 160-12, Stopping at intersections.**

John Downy, the resident of 16 Prescott Drive, told the Board of Selectmen that he observed many children riding their bikes down the hill to the Community House Road. He offered to set a stop sign as you come down but also something painted away from the intersection (Caution, Stop, etc.) John also offered a Police Officer to stop by every week or two to check on safety. Selectman Hutchins recommended to discuss this further with the Chief of Police.

Chris Simeoni, Director of Public Work, sketched the road and pointed out where the stop sign would go.



**Motion** by Selectman Dykstra, seconded by Selectman Dykstra, to set the stop sign at the corner of Community House Road and Community House Road. **Voted:** 4-0. **Motion passed.**

**5. Appointment of Michael Edwin West to the Planning Board.**

Michael West introduced himself and talked about his professional background.

**Motion** by Selectman Matthews-Bull, seconded by Selectman Dykstra, to appoint Michael Edwin West to the Planning Board to the alternate position with the term expiration in July, 2025. **Voted:** 4-0. **Motion passed.**

**6. Appointment of Registrar of Voters for a 2-year term.**

Laurie Smith, the Town Manager, explained that

**Motion** by Selectman Matthews-Bull, seconded by Selectman Dykstra, to appoint the Registrar of Voters for a 2-year term. **Voted:** 4-0. **Motion passed.**

**7. Retire-Rehire – Carol Kloth & Craig Sanford.**

Laurie Smith, Town Manager, explained that under the MePERS system, an employee could retire once they meet the requirements. Both Craig Sanford and Carol Cloth met those requirements, which would be a cost-saving for the Town. Both employees are in good standing and are recommended for rehire.

**Motion** by Selectman Weston, seconded by Selectman Matthews-Bull, to rehire Carol Kloth and Craig Sanford. **Voted:** 4-0. **Motion passed.**

**8. Tri-Town Law Enforcement Memorandum of Understanding.**

Craig Sanford, Police Chief, explained that Chiefs proposed this MOU due to staffing issues. The Town of Kennebunkport currently has an MOU with Kennebunk and the regional tactical team. Selectman Matthews-Bull asked how insurance works if something happens to an employee. Chief Sanford explained that an employee would be covered under our insurance.

**Motion** by Selectman Weston, seconded by Selectman Matthews-Bull, to authorize Chief Sanford to sign the MOU. **Voted:** 4-0. **Motion passed.**

**9. LD 2003 update.**

Werner Gilliam, Director of Planning and Development, updated the Board on the LD 2003 (legislative bill). This act directly impacts local zoning ordinances related to residential housing. As part of implementing the requirements, it has also given communities a very limited timeframe to bring their ordinances into compliance.

The staff has been working closely with our Regional Planning Commission (SMPDC) to better understand the intricacies of this act and how we come into compliance, given the limited timeframes that we must work with.

As the Act was developed, an implementation timeline was put together.

- September 2022 Guidance Document to be released (Released in October)
- Fall 2022 Rulemaking Process to be initiated (Late November, staff was hired at DECD to begin the development of rulemaking)
- July 1, 2023, the Deadline by which certain provisions of LD 2003 are to be enforced. (Many communities must begin ordinance revision work in late December to meet calendar requirements for local elections)

The rulemaking language will not be available in time for communities to make meaningful amendments to their ordinances.

**No motion was necessary. No action was taken.**

**10. Request for Street Opening Permit by Mark Welch & Sons for Maine Street.**

**Motion** by Selectman Matthews-Bull, seconded by Selectman Dykstra, to accept the Street Opening Permit by Mark Welch & Sons for Maine Street. **Voted:** 4-0. **Motion passed.**

**11. Tax-Acquired Property Bid for Map 21, Lot 9, subplot 58.**

Selectman Hutchins explained that the Board discussed it during their last meeting. This lot ended up in the Town's possession in 2010 for non-payment of taxes. One of the abutters asked about it, so the Board decided to put it out for a bid. The Board did not receive a bid with the minimum requested amount.

**No motion was necessary. No action was taken.**

**12. Goose Rocks Beach Advisory Committee Recommendations:**

- Commit** \$1,000 to the University of Maine Beach Profiling project.
- Commit** \$150 to reimburse Jon Dykstra for the license for drone software

**Motion** by Selectman Matthews-Bull, seconded by Selectman Dykstra, to commit \$1,000 to the University of Maine Beach Profiling project. **Voted:** 4-0. **Motion passed.**

**Motion** by Selectman Weston, seconded by Selectman Matthews-Bull, to commit \$150 to reimburse Jon Dykstra for the license for drone software. **Voted:** 3-1-0. **Motion passed.**

**13. Accept donations for nurse funds:**

- a. \$50.00 from an anonymous donor towards the general nurses' account to assist with supplies, equipment, or any needs.
- b. \$5000.00 from Mary Woodman and the Flynn Family Foundation towards the emergency fuel fund.
- c. \$5000.00 from Mary Woodman and the Flynn Family Foundation towards the emergency food fund.
- d. \$12,500.00 from Mary Woodman and the Flynn Family Foundation towards the general nurses' account to assist with supplies, equipment, or any needs.

**Motion** by Selectman Matthews-Bull, seconded by Selectman Dykstra, to accept all donations. **Voted:** 4-0. **Motion passed.**

**14. Accept a \$1,500 donation from the Tommy McNamara fund for Parks and Recreation.**

**Motion** by Selectman Matthews-Bull, seconded by Selectman Weston, to accept \$1,500.00 from the Tommy McNamara fund for Parks and Recreation. **Voted:** 4-0. **Motion passed.**

**15. Other business.**

Selectman Matthews-Bull thanked everyone for attending the Prelude. She also asked if the Board would rethink having a night meeting on December 22, but rather an early afternoon one. Other members decided that the evening worked better for them.

Laurie Smith, Town Manager, invited Chris Simeoni, Director of Public Works, to update the public on the pump station project. He said it is moving forward: next month, drilling is coming in from Maine Drilling and Blasting. It will be the Cape Porpoise pump station, Wildes District Road pump station, and Patty Creek pump station.

Laurie also shared the pamphlets containing profiles of Kennebunkport put together by SMPDC. Out of 6 Towns reviewed, Kennebunkport has the highest area impacted and the highest valuation impacted.

**No motion was necessary. No motion was taken.**

**16. Approve the December 8, 2022, Treasurer's Warrant.**

December 8, 2022, BOS Meeting Minutes

**Motion** by Selectman Matthews-Bull, seconded by Selectman Dykstra, to approve the December 8, 2022, Treasurer's Warrant. **Voted:** 4-0. **Motion passed.**

**17. Adjournment.**

**Motion** by Selectman Matthews-Bull, seconded by Selectman Dykstra, to adjourn. **Voted:** 4-0. **Motion passed.** Meeting adjourned at 7:00 PM.

Submitted by,  
Yanina Nickless,

Special Projects Manager/HR Administrator

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# **AGENDA ITEM DIVIDER**

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**CONFIRMATORY SUPPLEMENTAL AGREEMENT REGARDING JOINDER OF  
BEACHFRONT OWNER TO BEACH USE AGREEMENT**

THIS CONFIRMATORY SUPPLEMENTAL AGREEMENT REGARDING JOINDER OF BEACHFRONT OWNER TO BEACH USE AGREEMENT (this "Confirmatory Supplemental Agreement") is entered into by and between the TOWN OF KENNEBUNKPORT, a Maine municipal corporation located in Kennebunkport, Maine, whose mailing address is 6 Elm Street, Kennebunkport, Maine 04046 (the "Town") and TIGERELEVEN, LLC, a Maine limited liability company, whose mailing address is 1261 Madison Avenue, Apt. 7S, New York, New York 10128 ("TigerEleven").

**RECITALS**

WHEREAS, the Town and certain owners of properties on or in the vicinity of Goose Rocks Beach (the "Beach") entered into a certain Beach Use Agreement dated July 30, 2012, and recorded in the York County Registry of Deeds in Book 16397, Page 492 (the "Agreement"), relating to the use of portions of the Beach by members of the general public and by certain owners of property in the vicinity of, but not on, the Beach; and

WHEREAS, pursuant to a Supplemental Agreement Regarding Joinder of Beachfront Owner to Beach Use Agreement dated as of June 25, 2013 (the "2013 Supplemental Agreement"), the Town permitted Gerald A. Rizzieri and Melissa Rizzieri (the "Rizzieris") to join in the Agreement with respect to property located at 12 Peg's Way in Kennebunkport (the "Property"); and

WHEREAS, the Rizzieris' execution page to the 2013 Supplemental Agreement was misplaced following its execution by the Rizzieris and thus the 2013 Supplemental Agreement was never recorded in the York County Registry of Deeds

WHEREAS, the Property was, in fact, acquired by TigerEleven, the Members of which are the Rizzieris, and not by the Rizzieris in their individual capacities; and

WHEREAS, the Town and TigerEleven have agreed to execute this Confirmatory Supplemental Agreement for the purpose of confirming the joinder of TigerEleven in the Agreement as owner of the Property in place of the Rizzieris who were mistakenly named as the owners of the Property in the 2013 Supplemental Agreement.

NOW THEREFORE, in consideration of the foregoing, TigerEleven and the Town, by their execution of this Confirmatory Supplemental Agreement, hereby acknowledge and agree that TigerEleven has, by this Confirmatory Supplemental Agreement, joined in the Agreement as a Beachfront Owner, as that term is defined in the Agreement, and shall be subject to, and shall have the benefit of, all terms and provisions of the Agreement as if TigerEleven had been a party to the Agreement and the Stipulation referred to therein, as of the date of the Agreement. Schedule A of the Agreement is hereby supplemented by the Supplement to Schedule A to Beach Use Agreement attached hereto and made a part hereof.

WITNESS:

TOWN OF KENNEBUNKPORT

By its Board of Selectmen, hereunto  
duly authorized

\_\_\_\_\_

\_\_\_\_\_  
Sheila Matthews-Bull, Chair

\_\_\_\_\_

\_\_\_\_\_  
Edward W. Hutchins, Vice-Chair

\_\_\_\_\_

\_\_\_\_\_  
Jon Dykstra

\_\_\_\_\_

\_\_\_\_\_  
D. Michael Weston

\_\_\_\_\_

\_\_\_\_\_  
Allen A. Daggett

STATE OF MAINE  
COUNTY OF YORK, ss.

December \_\_\_\_, 2022

Then personally appeared the above-named Sheila Matthews-Bull, Chair of the Board of Selectmen of the TOWN OF KENNEBUNKPORT, and acknowledged the foregoing instrument to be her free act and deed in her said capacity and the free act and deed of the TOWN OF KENNEBUNKPORT.

Before me,

\_\_\_\_\_  
Notary Public/Maine Attorney at Law

\_\_\_\_\_  
Print name

My commission expires \_\_\_\_\_

Supplement to Schedule A to Beach Use Agreement

<u>Beachfront Owner</u>	<u>Property Address</u>	<u>Deed Reference</u>
TigerEleven, LLC	12 Peg's Way Kennebunkport, Maine Tax Map 35, Block 9, Lot 18A	York County Registry of Deeds, Book 16465, Page 35



## AFFIDAVIT

Melissa Rizzieri, being first duly sworn, does hereby depose and state as follows:

1. My name is Melissa Rizzieri, and I am making this Affidavit in regard to certain property that my husband Gerald Rizzieri and I own situated at 12 Peg's Way (with a former address of 307 Kings Highway) in Kennebunkport, Maine. Specifically, this Affidavit is being made in regard to certain interactions I had with Kennebunkport Town Officials in regard to a Beach Use Agreement between the Town and certain owners of properties on or in the vicinity of Goose Rocks Beach dated July 30, 2012 (the "BUA").
2. Prior to owning the property at 12 Peg's Way, my husband and I owned property at 21 Crescent Avenue in Kennebunkport. We were signatories to the BUA as so-called "Schedule B Back Lot Owners".
3. My husband and I sold the 21 Crescent Avenue property in 2012 and purchased the 12 Peg's Way property on or about November 16, 2012, having taken title for estate planning purposes in a limited liability company (TigerEleven, LLC). A copy of our deed to the 12 Peg's Way property is recorded in the York County Registry of Deeds in Book 16465, Page 35.
4. In the spring of 2013, my husband and I contacted then Town Manager Larry Mead, requesting that our property at 12 Peg's Way be included in the BUA, since the 12 Peg's Way property is located on Goose Rocks Beach.
5. On May 22, 2013, Larry Mead prepared for the Board of Selectmen a Memorandum regarding our request to enter into the BUA with the Town. At its meeting on May 23, 2013, the Board of Selectmen, by a unanimous vote, approved adding our property to the BUA. A copy of Larry Mead's Memorandum to the Board of Selectmen and a copy of the Minutes of the May 23, 2013 Board of Selectmen meeting are attached as Exhibits to this Affidavit. By email dated May 24, 2013 (copy attached), Larry Mead advised me that the Board of Selectmen approved our entering into the BUA and indicated that I would be contacted by the Town's Attorney.
6. In late August of 2013, we had not received a copy of the documentation allowing us to enter the BUA with the Town, and I contacted Larry Mead in this regard. A copy of an email exchange between Larry Mead and me on August 30 and August 31, 2013, is attached to this Affidavit.
7. Not having received any documentation from the Town by the fall of 2013, I contacted then Town Manager John Fraser about the status of our joining the BUA. A copy of my email message to John Fraser on October 8, 2013 is attached.

8. Shortly after that last email exchange, I received a “Supplemental Agreement” signed by the Chair of the Board of Selectmen Stuart Barwell, allowing us to join the BUA. My husband and I signed that Supplemental Agreement and returned it to the Town (we do not recall whether we sent it to the Town Manager or to the Town Attorney). At that point, we assumed that everything was wrapped up in this regard and that our property was part of the Beach Use Agreement with the Town.

9. In the summer of 2020, while doing research on our property in the York County Registry of Deeds, our Attorney Ralph W. Austin told us that he could not find any evidence in the Registry of Deeds of us having joined the BUA with the Town. We contacted the Town about this, through our attorney, and were told that we could no longer join the BUA because the litigation between the Town and the beach front owners had been finally concluded.


10. It is my understanding that the current attorney for the Town of Kennebunkport has researched its files regarding this matter and found a copy of a letter dated December 10, 2013 from Attorney Brian Willing at Drummond Woodsum to my husband and me, stating that the original signature page of our Supplemental Agreement had been misplaced. A copy of that letter is also attached as an exhibit to this Affidavit.

11. Neither my husband nor I recall receiving this letter and the second signature page that was to be enclosed with it. However, as stated above, we do recall having received and signed the first copy of that document that was sent to us earlier that year.

12. Based upon all of the above information, it is my and my husband’s belief that we properly joined the Beach Use Agreement with the Town of Kennebunkport by way of the Supplemental Agreement that was signed both by the Chair of the Board of Selectmen and by us (although that signature page was misplaced and the Supplemental Agreement never recorded in the Registry of Deeds).

[signature on following page]

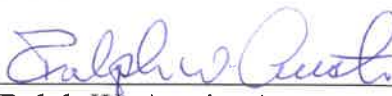
Dated: November 29, 2022

  
Melissa Rizzieri

STATE OF MAINE  
YORK, SS.

November 29, 2022

Personally appeared before me the above named Melissa Rizzieri, who made oath as to the truth of the foregoing statements, and that they were based upon her own personal knowledge, information or belief; to the extent based on information and belief, she believes the same to be true. Said Melissa Rizzieri further acknowledged the foregoing instrument to be her free act and deed.

Before me,   
Ralph W. Austin, Attorney at Law  
Bar No. 1156

# **TOWN OF KENNEBUNKPORT**

## **Memorandum**

May 22, 2013

**TO:** Members of the Board of Selectmen

**FROM:** Larry Mead, Town Manager

**RE: REQUEST BY RIZZIERI TO ENTER INTO BEACH USE AGREEMENT**

Melissa and Gerald Rizzieri recently purchased beachfront property at 307 Kings Highway. They have requested to enter into a beach use agreement with the Town for this property, located east of the Jeffrey's Way entrance to the beach, but before Sand Point.

The property was previously owned by the Lavimodiere Family Trust. The principle owners have been deceased for some time and the surviving family members were settling affairs before agreeing to sell the property. This property was not part of the beach litigation and is, therefore, not included in the recent decision (see attached map for location of property). In other words the court decreed recreational easement does not apply to the beach in front of 307 Kings Highway.

The Rizzieri's also own property on 21 Crescent Avenue at Goose Rocks and were a signatory to a beach use agreement with the Town and the beachfront owners for the Crescent Avenue property. They were represented by TFM (Taylor, Frame and McCormack) as a party responding to the plaintiffs' lawsuit.

The Board has consulted with Town Counsel regarding any ramifications to the Town's legal position with respect to the pending appeal by plaintiffs of the Superior Court ruling and is assured that it may consider this request on its merits and render a decision accordingly.

Points that the Board may consider in its deliberations:

The property at 307 Kings Highway was not declared by the court a party to the Goose Rocks Beach litigation.

The beach in front of 307 Kings Highway does not have a recreational easement as a result of the Superior Court ruling.

Both properties abutting 307 Kings Highway are signatories to the BUA.

The Superior Court ruling in favor of the Town and the public's right to use the beach for recreation is pending appeal before the Maine Supreme Judicial Court.

The current property owners are signatories to the BUA as back-lot owners.

307 Kings Highway is adjacent to Peg's Way, a private ROW used as a driveway by three properties but not used for public access.

307 Kings Highway is three lots east of Jeffrey's Way.

I don't expect the Rizzieri's will be present for the Selectmen's meeting. The property is owned under the name, TigerEleven, LLC.

Larry Mead  
Town Manager  
6 Elm Street  
Kennebunkport, ME 04046

May 18, 2013

Larry,

We recently purchased a beachfront home at Goose Rocks Beach and are interested in joining the beach settlement. It is our understanding that the beach settlement agreement contemplates that additional (non-litigant) beachfront owners could sign on to the agreement.

We purchased the property (307 Kings Highway) from the Lavimodiere family (Lavi Trust) in November of 2012.

We also own another home in Goose Rocks, which is off the beach (21 Crescent Avenue) and have been summer residents since 2000. We are part of the original settlement and are signed on as "back lot owners."

Please let us know if you require further information in order to make your decision.

Sincerely,

Melissa and Gerald Rizzieri

Please note that we hold the property under the name, TigerEleven, llc

**Town of Kennebunkport  
Board of Selectmen's Meeting  
May 23, 2013-7 PM  
Village Fire Station, 32 North St.**

Minutes of the Selectmen Meeting of May 23, 2013

**Selectmen present:** Sheila Matthews-Bull, Allen A. Daggett, Edward W. Hutchins, and D. Michael Weston

**Selectman absent:** Stuart E. Barwise

**Others present:** Bruce Adams, Bob Almeder, Jens-Peter Bergen, Helen Conaty, Jean Conaty, April Dufoe, Leo Famolare, Werner Gilliam, Rick Griffin, Arlene McMurray, Larry S. Mead, Chris Perry, David Powell, Greg Reid,

**1. Call to Order.**

Chair Matthews-Bull called the meeting to order at 7:02 PM

**2. Approve the May 9, and 14, 2013, selectmen meeting minutes.**

**Motion** by Selectman Daggett, seconded by Selectman Weston, to approve the May 9, 2013, selectmen meeting minutes. **Vote:** 3-0-1/Selectman Matthews-Bull abstained because she was not present at that meeting.

**Motion** by Selectman Daggett, seconded by Selectman Weston, to approve the May 14, 2013, selectmen meeting minutes. **Vote:** 4-0

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

Town Clerk April Dufoe announced the next election date is June 11 for election of officers and referendum questions, at the Village Fire Station, from 8 AM to 8 PM; and continues on June 15, at 9 AM, at Consolidated School for funding and nonfunding articles. She is holding evening hours at Town Hall for voter registration or to make enrollment or address changes on Wednesday, June 4, from 4:30 to 6:30 PM. She pointed out that the last day to obtain a "no excuse" absentee ballot for the June 11 election is Thursday, June 6.

**4. Public Hearing on the June 11, 2013, Town Meeting ballot items.**

Chair Matthews-Bull opened the public hearing at 7:05 PM, and Greg Reid opened the public hearing for the Planning Board.

Planner Werner Gilliam gave brief explanations of the first two amendments.

- a. **Amendments to Land Use Ordinance concerning nonconforming lots.**
- b. **Amendment to the Growth Planning Committee Ordinance.**

Bob Almeder said the GPC approved the amendment, and it is consistent with the Comprehensive Plan.

- c. **Amendment to the Solid Waste Ordinance.**

Town Manager Larry Mead explained the changes to the Solid Waste Ordinance to reflect the change of MERC

Chair Matthews-Bull closed the public hearing at 7:10 PM and Mr. Reid closed the Planning Board public hearing.

The Planning Board voted to support the changes to the Land Use Ordinance.

- 5. **Public Hearing to consider applications for Victualer's Licenses for the period from June 1, 2013, through May 31, 2014.**

Chair Matthews-Bull opened the public hearing at 7:11 PM. She said the police chief, fire chief, and code enforcement officer have approved the list of victualer's licenses. She closed the public hearing at 7:12 PM.

**Motion** by Selectman Daggett seconded by Selectman Hutchins, to approve the applications for Victualer's Licenses for the period from June 1, 2013, through May 31, 2014. **Vote: 4-0.**

- 6. **Consider an application for reconstruction of Grist Mill on Mill Lane Section 5.11 of the Land Use Ordinance. Kennebunkport Conservation Trust applicant.**

Since two of the four selectmen present are on the Board of Directors of the Conservation Trust, the Board could not take action on this item because there was no quorum to vote.

The Board agreed to take items 8 and 9 out of order and address them next.

- 8. **Consider request by Gerald and Melissa Rizzieri to enter into a Beach Use Agreement for property located at 307 Kings Highway.**

Mr. Mead explained that the Rizzieris recently purchased this property and are interested in joining in the Beach Use Agreement. Since this property was not part of the Goose Rocks Beach litigation, the judge's decision does not apply to this property. He said both sides of this property have signed the Beach Use Agreement and the Rizzieris were a signatory to the Beach Use Agreement as a



back lot owner with their property on 21 Crescent Street.

**Motion** by Selectman Weston, seconded by Selectman Hutchins, to approve the property located at 307 Kings Highway as a signatory to the Beach Use Agreement. **Vote:** 4-0.

**9. Consider fiscal year 2014 Dock Square parking lot enterprise fund budget.**

Mr. Mead explained that the Dock Square parking lot budget is an enterprise account that gets funded through operating revenues and not funds from property taxes. Anticipated revenues from this account for fiscal year 2014 is \$310,000. A total of \$283,000 will be transferred to the general fund to reduce the municipal tax rate, operate the Dock Square restrooms, and offset the costs of the Highway Department's front-end loader.

**Motion** by Selectman Hutchins, seconded by Selectman Weston, to approve the proposed fiscal year 2014 Dock Square parking lot budget as presented. **Vote:** 4-0.

**7. Consider consent agreement with Marilyn A. Seigle to acknowledge front lot line setback violation for property located at 55 S. Main Street.**

Attorney Jens-Peter Bergen was present on behalf of Marilyn Siegle. She owns the property on 55 S. Main Street in the capacity of a trustee. She purchased the property in 1992 with her late husband. In that year, her husband obtained a building permit and built a garage on that property. A recent inspection survey revealed that the garage was constructed inside the 20 foot setback. They believe the builder apparently measured the distance of the setback from the wrong position. They would like the Town to enter into an agreement to permit the garage to remain where it is so that they can sell this property.

Mr. Mead said he became aware of another similar land use issue that might be coming before the Board. Since these issues happen so infrequently, he decided it would be prudent for the Board to go into executive session to discuss them with town counsel.

**Motion** by Selectman Daggett, seconded by Selectman Weston, to go into executive session per 1 M.R.S.A. § 405 (6) (E) to discuss pending or contemplated litigation. **Vote:** 4-0.

The Board went into executive session at 7:40 PM and came out of executive session at 8:05 PM.

**Motion** by Selectman Weston, seconded by Selectman Daggett, for the Town to enter into a consent order with Marilyn Siegle (for property located at 55 S.

Main Street) to not bring enforcement against the violation of nonconforming setbacks, to assess a civil penalty of \$1,000 plus attorney fees and court costs, and to let the two attorneys work out the language of the agreement.

Mr. Bergen commented that Mrs. Siegle as an owner is ultimately responsible for the property, but did not have any involvement with the construction of the garage. He said she is elderly and not in good health which is why she is selling this property so she can move into assisted living. He asked the Board to consider lightening the sanctions.

Selectman Weston pointed out that the fines are not against Mrs. Siegle, but the property.

**Vote:** 4-0.

### **10. Other business.**

Chair Matthews-Bull reminded everyone to come to Walk the Port on Wednesday, May 29, from 5 to 8 PM at Dock Square Ocean Avenue area, and into Lower Village. There will be lots of events such as food sampling, chowder contest, farmers market, and entertainment by Straight Lace. She said it is an evening for locals to participate with families before tourist season begins.

Mr. Mead made several announcements:

The spring newsletter is out today or arriving in the *Kennebunk Post* as a supplement.

The annual report is now available at Town Hall, Bradburys Market, and Graves Library.

On Monday, Memorial Day the town offices are closed,

The Memorial Day parade starts at 9:30 AM at Temple Street in front of the Masonic Hall.

June 8 is well water testing day. Residents should pick up their free test kit at the Public Health Office before June 8, and return them to the Village Fire Station on June 8 between 9 AM and 11 AM. Residents will receive a discount on the tests.

Stuff the Bus is June 11, at the Village Fire Station, from 8 AM until 5 PM. Voters can bring in nonperishable food items and personal need supplies or make a monetary donation.

### **11. Consider the May 23, 2013, Treasurer's Warrant.**

**Motion** by Selectman Weston, seconded by Selectman Hutchins to approve the May 23, 2013, Treasurer's Warrant.

**12. Executive Sessions**

- a. Per 1 M.R.S.A. § 405 (6) (E) to discuss pending litigation.**
- b. Per 30-A M.R.S.A. § 2702 to discuss personnel matters.**

**Motion** by Selectman Daggett, seconded by Selectman Weston, to go into executive session per 1 M.R.S.A. § 405 (6) (E) to discuss pending or contemplated litigation and per 30-A M.R.S.A. § 2702 to discuss personnel matters. **Vote:** 4-0.

The Board went into executive session at 8:15 PM.

The Board came out of executive session at 9:15 PM.

No action was taken.

**13. Adjournment.**

**Motion** by Selectman Weston seconded by Selectman Hutchins to adjourn. **Vote:** 4-0.

The meeting adjourned at 9:15 PM.

Submitted by

Arlene McMurray  
Administrative Assistant

**From:** "Larry Mead" <lmead@kennebunkportme.gov>  
**Date:** May 24, 2013, 11:15:52 AM EDT  
**To:** [rizznyc@yahoo.com](mailto:rizznyc@yahoo.com)  
**Subject:** Re: Beach use agreement

Melissa

Good news! The Board of Selectmen approved entering into a beach use agreement with you for 307 Kings Highway (see my attached memo).

You will be contacted by the Town's attorney regarding the necessary paperwork to move forward.

Glad that this got done!

Larry

Larry S. Mead  
Kennebunkport Town Manager  
207-967-4243 ext. 106

Under Maine's Freedom of Access ("Right to Know") law, all e-mail and e-mail attachments received or prepared for use in matters concerning Town of Kennebunkport business or containing information relating to Town business are likely to be regarded as public records which may be inspected by any person upon request, unless otherwise made confidential by law. If you have received this message in error, please notify us immediately by return email.

**From:** Melissa Rizzieri <[rizznyc@yahoo.com](mailto:rizznyc@yahoo.com)>  
**To:** "lmead@kennebunkportme.gov" <[lmead@kennebunkportme.gov](mailto:lmead@kennebunkportme.gov)>  
**Sent:** Saturday, August 31, 2013, 06:25:50 AM EDT  
**Subject:** Re: Beach use agreement

Larry,

No worries. The document can be sent to me in ny. The address is:  
1261 Madison Avenue  
Apt 7S  
New York, NY 10128  
Thank you.  
Melissa

---

**From:** Larry Mead <[lmead@kennebunkportme.gov](mailto:lmead@kennebunkportme.gov)>  
**To:** [rizznyc@yahoo.com](mailto:rizznyc@yahoo.com)  
**Sent:** Friday, August 30, 2013 3:16 PM  
**Subject:** Re: Beach use agreement

Melissa,

Sadly, I am waiting on a signed document from the Chair of the Selectmen (Stuart Barwise), who has been out of town for over 4 weeks. Although I have tried to get action during that time so far to no avail. Believe me that I haven't forgotten. The good news is that he is back in Town on Tuesday and I will get the signature needed from him then and subsequently forward it to you for signing. Best address for that?

Larry

Larry S. Mead  
Kennebunkport Town Manager  
207-967-4243 ext. 106

Under Maine's Freedom of Access ("Right to Know") law, all e-mail and e-mail attachments received or prepared for use in matters concerning Town of Kennebunkport business or containing information relating to Town business are likely to be regarded as public records which may be inspected by any person upon request, unless otherwise made confidential by law. If you have received this message in error, please notify us immediately by return email.

**From:** Melissa Rizzieri <[rizznyc@yahoo.com](mailto:rizznyc@yahoo.com)>  
**To:** "[jfraser@kennebunkportme.gov](mailto:jfraser@kennebunkportme.gov)" <[jfraser@kennebunkportme.gov](mailto:jfraser@kennebunkportme.gov)>  
**Sent:** Tuesday, October 8, 2013, 10:16:21 AM EDT  
**Subject:** Fw: Beach use agreement

John,

This past spring the town voted that we would be able to join the Goose Rocks Beach agreement. I had last been in touch with Larry Mead this past August and I am waiting for a document to finalize the process. I have forwarded some of the emails from Larry.

If you would like you can contact me at 212 -876-1948 if you need more information or background.

Thank you.

Melissa Rizzieri

----- Forwarded Message -----

**From:** Larry Mead <[lmead@kennebunkportme.gov](mailto:lmead@kennebunkportme.gov)>  
**To:** [rizznyc@yahoo.com](mailto:rizznyc@yahoo.com)  
**Sent:** Friday, May 24, 2013 11:15 AM  
**Subject:** Re: Beach use agreement

Melissa

Good news! The Board of Selectmen approved entering into a beach use agreement with you for 307 Kings Highway (see my attached memo).

You will be contacted by the Town's attorney regarding the necessary paperwork to move forward.

Glad that this got done!

Larry

Larry S. Mead  
Kennebunkport Town Manager  
207-967-4243 ext. 106

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# DrummondWoodsum

Brian D. Willing

bwilling@dwmlaw.com

84 Marginal Way, Suite 600  
Portland, ME 04101-2480

(207) 772-1941

(207) 772-3627 Fax

(800) 727-1941

Admitted in ME only

[www.dwmlaw.com](http://www.dwmlaw.com)

December 10, 2013

Gerald & Melissa Rizzieri  
1261 Madison Avenue, Apt 7S  
New York, NY 10128

**RE: Almeder, et al v. Town of Kennebunkport, et al  
Docket No. YOR-12-599**

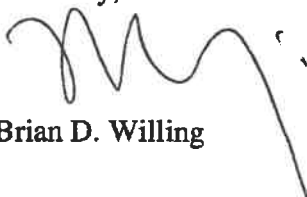
Dear Mr. and Mrs. Rizzieri:

Enclosed is a copy of the Supplemental Agreement Regarding Joinder of Beachfront Owner to Beach Use Agreement that has been signed by the Town.

Unfortunately, the original signature page with your signatures has been misplaced, and so it cannot now be recorded in the York County Registry of Deeds. We apologize for misplacing the original signature page, and are hoping that you will resign the enclosed signature page and return it to us in the self-addressed, stamped envelope.

Thank you for your assistance with this matter and please do not hesitate to contact me with any questions or concerns.

Sincerely,



Brian D. Willing

BDW/as

Enclosure

Daniel Amory\*  
David J. Backer\*  
S. Campbell Badger\*  
Michael L. Buescher\*  
Alexandra E. Caulfield\*  
Jerrol A. Crouter\*  
George T. Dilworth\*  
Peter C. Feinly\*  
Erin R. Feltas†  
Adrienne E. Fouts\*  
Eric R. Herlan\*†  
Melissa A. Hewey\*†  
Michael E. High\*  
Gregory Im\*  
David M. Kallin\*  
John S. Kaminski\*  
Edward J. Kelleher\*  
James T. Kilbreth\*  
Jeanne M. Kincaid\*†  
Peter D. Klein\*  
Rodney A. Lake\*  
Lisa R. Magnacca\*  
Benjamin E. Marcus\*  
Elek A. Miller\*  
Mona T. Movafagh†  
Michael J. Murray\*  
Robert P. Nadeau\*  
Deane J. Nathanson\*†  
Jeffrey T. Piampano\*  
William L. Plouffe\*  
Aaron M. Pratt\*†  
Harry R. Pringle\*  
Kerriann Roman\*†  
Daniel J. Rose\*†  
George Royle V\*  
Gregory W. Sample\*  
Jessica M. Scherb\*†  
David S. Sherman, Jr.\*  
Richard A. Shiner\*  
Christina R. Simpson†  
Kaighn Smith, Jr.\*  
Bruce W. Smith\*  
Richard A. Spencer\*†  
Christopher G. Stevenson\*  
E. William Stockmeyer\*†  
Amy K. Tchoa\*†  
Joanna B. Tourangeau\*†  
M. Thomas Trenholm\*  
Matthew H. Upton†  
Gary D. Vogel\*  
Ronald N. Ward\*  
Thomas R. Watson†  
Brian D. Willing\*  
Reade E. Wilson\*  
Gerald M. Zelin†

#### Consultants

Ann S. Chapman  
Policy & Labor Relations

Roger P. Kelley  
Labor Relations &  
Conflict Management

Michael J. Opuda Ph.D.  
Special Education

Penelope Wheeler-Abbott  
Policy & Human Resources

#### Of Counsel

Joseph L. DeLafield III\*  
Robert L. Gips\*  
Donald A. Kopp\*  
Hugh G. E. MacMahon\*  
Harold E. Woodsum, Jr.\*

\* Admitted in Maine

† Admitted in New Hampshire

 MERITAS

**SUPPLEMENTAL AGREEMENT REGARDING JOINDER OF  
BEACHFRONT OWNER TO BEACH USE AGREEMENT**

THIS SUPPLEMENTAL AGREEMENT REGARDING JOINDER OF BEACHFRONT OWNER TO BEACH USE AGREEMENT (this "Supplemental Agreement") is entered into by and between the TOWN OF KENNEBUNKPORT, a Maine municipal corporation located in Kennebunkport, Maine, whose mailing address is 6 Elm Street, Kennebunkport, Maine 04046 (the "Town") and GERALD A. & MELISSA RIZZIERI, of New York, New York, whose mailing address is 1261 Madison Avenue, Apartment 7S, New York, NY 10128 (the "Rizzieris").

**RECITALS**

WHEREAS, the Town and certain owners of properties on or in the vicinity of Goose Rocks Beach (the "Beach") entered into a certain Beach Use Agreement dated July 30, 2012, and recorded in the York County Registry of Deeds in Book 16397, Page 492 (the "Agreement"), relating to the use of portions of the Beach by members of the general public and by certain owners of property in the vicinity of, but not on, the Beach; and

WHEREAS, the Rizzieris, owners of property on the Beach, desire to join in the Agreement; and

WHEREAS, pursuant to Paragraph 13 of the Agreement, the Town may permit any owner of property on the Beach to join in the Agreement by supplemental agreement executed by said owner and the Town and duly recorded in the said Registry of Deeds.

NOW THEREFORE, in consideration of the foregoing, the Rizzieris and the Town, by their execution of this Supplemental Agreement, hereby acknowledge and agree that the Rizzieris have, by this Supplemental Agreement, joined in the Agreement as a Beachfront Owner, as that term is defined in the Agreement, and shall be subject to, and shall have the benefit of, all terms and provisions of the Agreement as if they had been parties to the Agreement and the Stipulation referred to therein, as of the date of the Agreement. Schedule A of the Agreement is hereby supplemented by the Supplement to Schedule A to Beach Use Agreement attached hereto and made a part hereof.

IN WITNESS WHEREOF, the Town of Kennebunkport, acting by and through its Board of Selectmen, hereunto duly authorized, and Gerald A. Rizzieri and Michelle Rizzieri have hereby executed this Supplemental Agreement as of the 25 day of June, 2013.

[End of page. Execution pages follow.]



WITNESS:

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

THE TOWN OF  
KENNEBUNKPORT

By its Board of Selectmen, hereunto  
duly authorized

  
\_\_\_\_\_  
Stuart Barwise, Chair

\_\_\_\_\_  
Allen A. Daggett, Vice-Chair

\_\_\_\_\_  
Sheila Matthews-Bull

\_\_\_\_\_  
Edward W. Hutchins

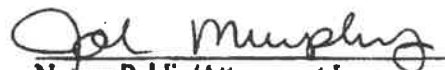
\_\_\_\_\_  
Patrick A. Briggs

STATE OF MAINE  
COUNTY OF YORK, ss.

Sept. 03, 2013

Then personally appeared the above-named Stuart Barwise, Chair of the Board of Selectmen of the Town of Kennebunkport, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of the Town of Kennebunkport.

Before me,

  
\_\_\_\_\_  
Notary Public/Attorney at Law

Johanna Murphy  
\_\_\_\_\_  
Print name

My commission expires 3.31.18

NOTARY  
PUBLIC  
Johanna Murphy  
3.31.18

WITNESS:

\_\_\_\_\_

\_\_\_\_\_  
Gerald A. Rizzieri

\_\_\_\_\_

\_\_\_\_\_  
Melissa Rizzieri

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_, ss.

\_\_\_\_\_, 2013

Then personally appeared the above-named Gerald A. Rizzieri and Melissa Rizzieri, and acknowledged the foregoing instrument to be their free acts and deeds.

Before me,

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print name

My commission expires \_\_\_\_\_

---

# **AGENDA ITEM DIVIDER**

---



# Pier Road Causeway Reconstruction *Kennebunkport, Maine*

Megan McDevitt P.E.  
December 22, 2022



# Agenda

- ▶ **Project Background**
- ▶ **Preliminary Design**
  - Existing Condition
  - Roadway Profile & Elevation Comparisons
  - Roadway Layout
  - Opinion of Probable Project Cost
  - Kayak Launch
- ▶ **Questions**





# Project Background

- ▶ **Project Goal:** *Elevate Pier Road causeway to improve the resiliency*
- ▶ Maintain access to Bickford Island
  - Annual closures of Pier Road causeway due to storm events
- ▶ Reduce risks to utility infrastructure
- ▶ 2022 Maine Infrastructure Adaptation Fund: Grant Application & Award
  - Award of \$2.6M for construction services
  - Construction to completed by 2026

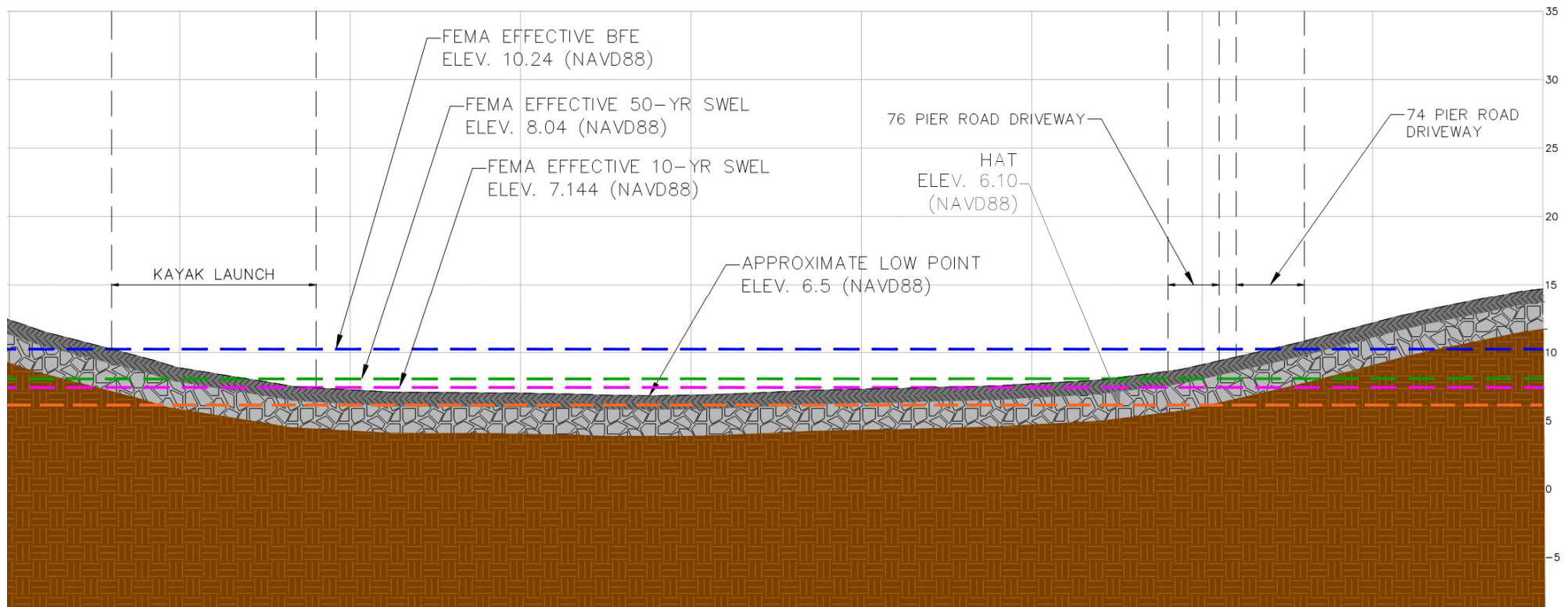


# Pier Road – Existing Conditions



- ▶ Road Elevation: ~6.5' at lowest point (Below BFE)
- ▶ Riprap side slopes
- ▶ Existing marsh on east side
- ▶ Vehicle guardrail on both sides
- ▶ No sidewalk or dedicated pedestrian route
- ▶ Sewer forcemain within ROW
- ▶ Water main within marsh
- ▶ Access to kayak launch

# Existing Roadway Profile





# Existing Roadway Elevation Comparison

Datum	Source	NAVD88 Elevation (feet)	MLLW Tide (feet)
<b>Mean High Water (MHW)</b>	NOAA Station 8418911	4.09	9
<b>Highest Annual Tide (HAT)</b>	Maine DEP	6.10	11
<b><i>Current Pier Road Causeway Lowest Elevation</i></b>	<i>Tidewater Survey</i>	6.50	
<b>1-year High Water</b>	NOAA Station 8418150	6.66	
<b>2-year High Water</b>	NOAA Station 8418150	7.28	
<b>10-year SWEL</b>	FEMA FIS	7.44	
<b>50-year SWEL</b>	FEMA FIS	8.04	13
<b>10-year SWEL + 1.5' of sea level rise by 2050</b>	FEMA FIS, MCC	8.94	
<b>50-year SWEL + 1.5' of sea level rise by 2050</b>	FEMA FIS, MCC	9.54	15
<b>Effective FEMA BFE</b>	FEMA FIS & FIRM	10.24	
<b>10-year SWEL + 3.9' of sea level rise by 2100</b>	FEMA FIS, MCC	11.34	
<b>Effective FEMA BFE + 1.5' of sea level rise by 2050</b>	FEMA FIS, MCC	11.74	
<b>50-year SWEL + 3.9' of sea level rise by 2100</b>	FEMA FIS, MCC	11.94	
<b>Effective FEMA BFE + 3.9' of sea level rise by 2100</b>	FEMA FIS & FIRM, MCC	14.14	

NAVD – North American Vertical Datum of 1988

MLLW – Mean Lower Low Water

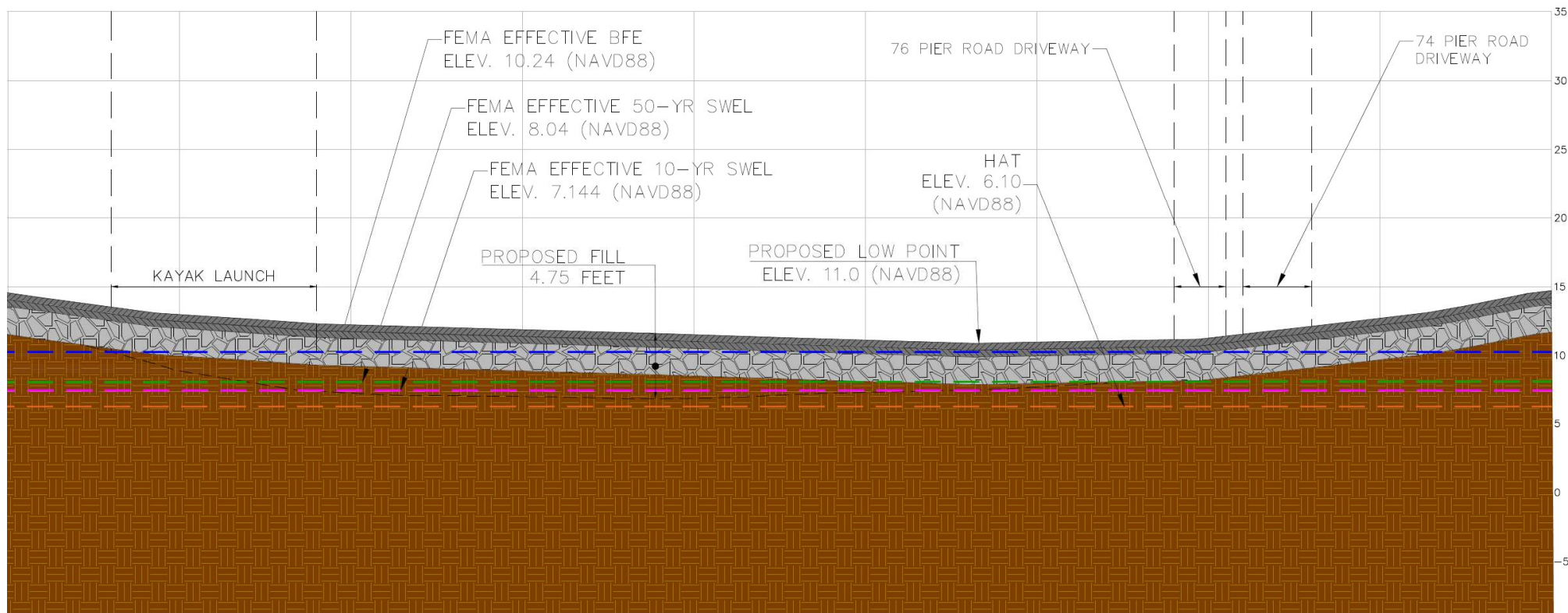
FEMA - Federal Emergency Management Agency

BFE - Base Flood Elevation for the 1% annual chance storm

SWEL – Stillwater Elevation

MCC - Maine Climate *Maine Won't Wait: Four-Year Plan for Climate Action Plan* published December 2020

# Proposed Roadway Profile



# Proposed Roadway Elevation Comparison

Datum	Source	NAVD88 Elevation (feet)	MLLW Tide (feet)
Mean High Water (MHW)	NOAA Station 8418911	4.09	9
Highest Annual Tide (HAT)	Maine DEP	6.10	11
<b>Current Pier Road Causeway Lowest Elevation</b>	<i>Tidewater Survey</i>	6.50	
1-year High Water	NOAA Station 8418150	6.66	
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10-year SWEL	FEMA FIS	7.44	
50-year SWEL	FEMA FIS	8.04	13
10-year SWEL + 1.5' of sea level rise by 2050	FEMA FIS, MCC	8.94	
50-year SWEL + 1.5' of sea level rise by 2050	FEMA FIS, MCC	9.54	15
Effective FEMA BFE	FEMA FIS & FIRM	10.24	
<b>Proposed Pier Road Causeway Lowest Elevation</b>	<i>W&amp;C Preliminary Design</i>	11.00	
10-year SWEL + 3.9' of sea level rise by 2100	FEMA FIS, MCC	11.34	
Effective FEMA BFE + 1.5' of sea level rise by 2050	FEMA FIS, MCC	11.74	
50-year SWEL + 3.9' of sea level rise by 2100	FEMA FIS, MCC	11.94	
Effective FEMA BFE + 3.9' of sea level rise by 2100	FEMA FIS & FIRM, MCC	14.14	

NAVD – North American Vertical Datum of 1988

MLLW – Mean Lower Low Water

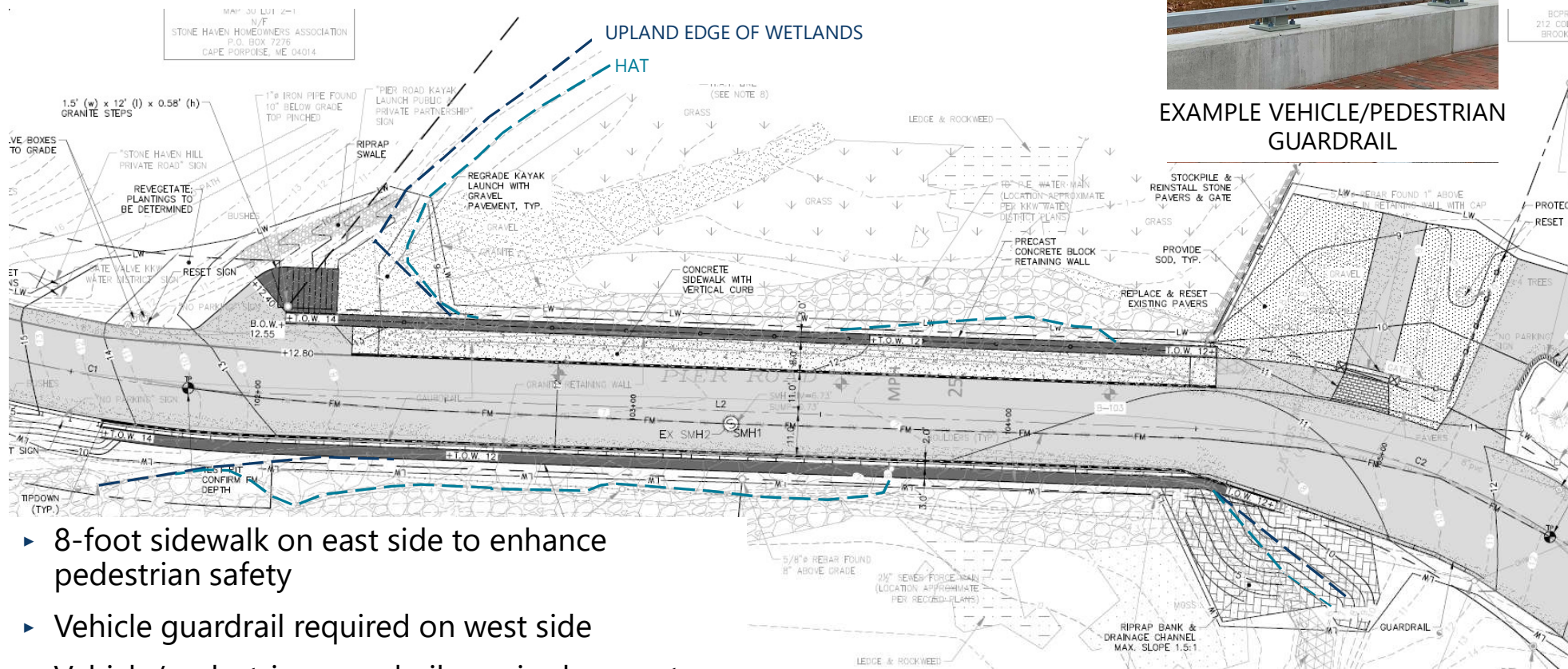
FEMA - Federal Emergency Management Agency

BFE - Base Flood Elevation for the 1% annual chance storm

SWEL – Stillwater Elevation

MCC - Maine Climate *Maine Won't Wait: Four-Year Plan for Climate Action Plan* published December 2020

# Proposed Roadway Layout



EXAMPLE VEHICLE/PEDESTRIAN GUARDRAIL

- ▶ 8-foot sidewalk on east side to enhance pedestrian safety
- ▶ Vehicle guardrail required on west side
- ▶ Vehicle/pedestrian guardrail required on east side

# Pier Road – Engineer’s Opinion of Probable Project Cost

Project Component	Estimated Cost
Construction Subtotal	\$1,805,000
Design Contingency (10%)	\$180,500
Owner’s Contingency (10%)	\$180,500
In-Lieu Compensation Allowance	\$50,000
Engineering, Permit, Bid Services*	\$189,700
Construction Administration Services	\$65,000
<b>Estimated Total Project Cost</b>	<b>\$2,470,700</b>

*\*Per Engineering, Permit, and Bid Services Agreement in place between Town of Kennebunkport and Woodard & Curran (Purchase Order No. 071822-1), dated July 18, 2022.*



## Pier Road – Existing Conditions

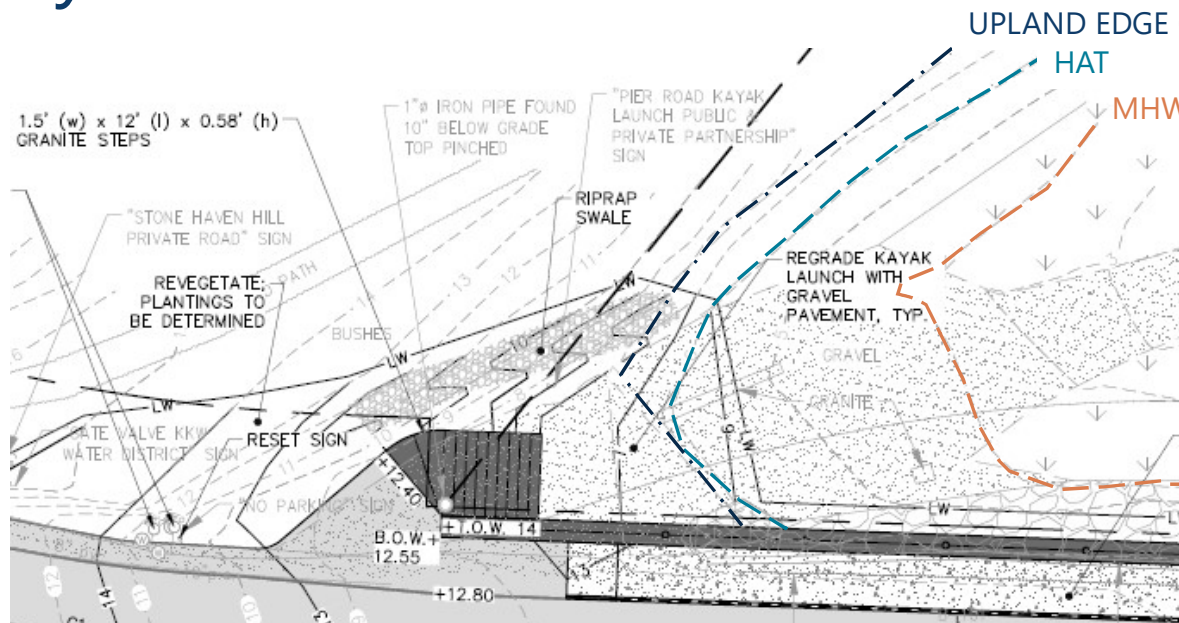


## Pier Road – Rendering of Proposed Condition

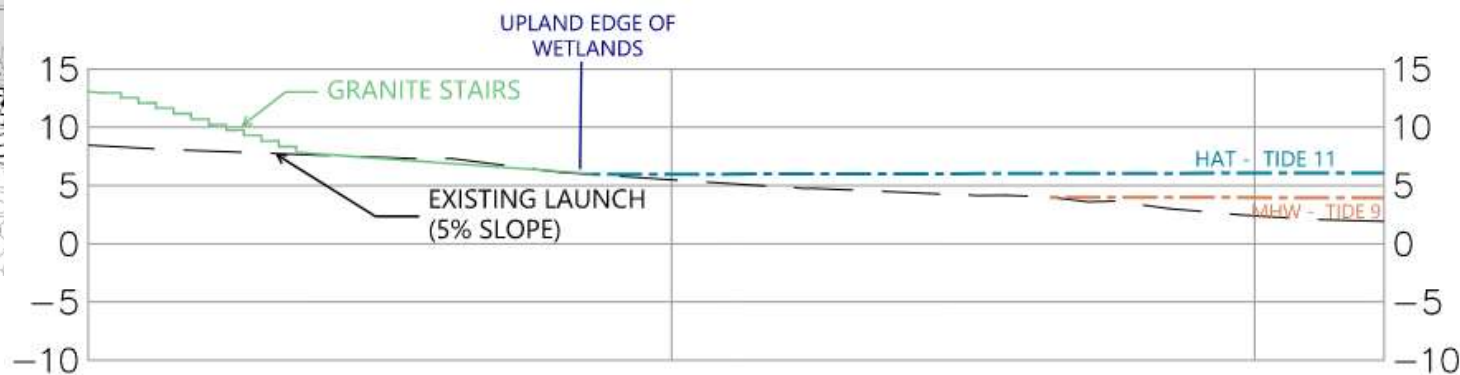




# Kayak Launch – Granite Stairs

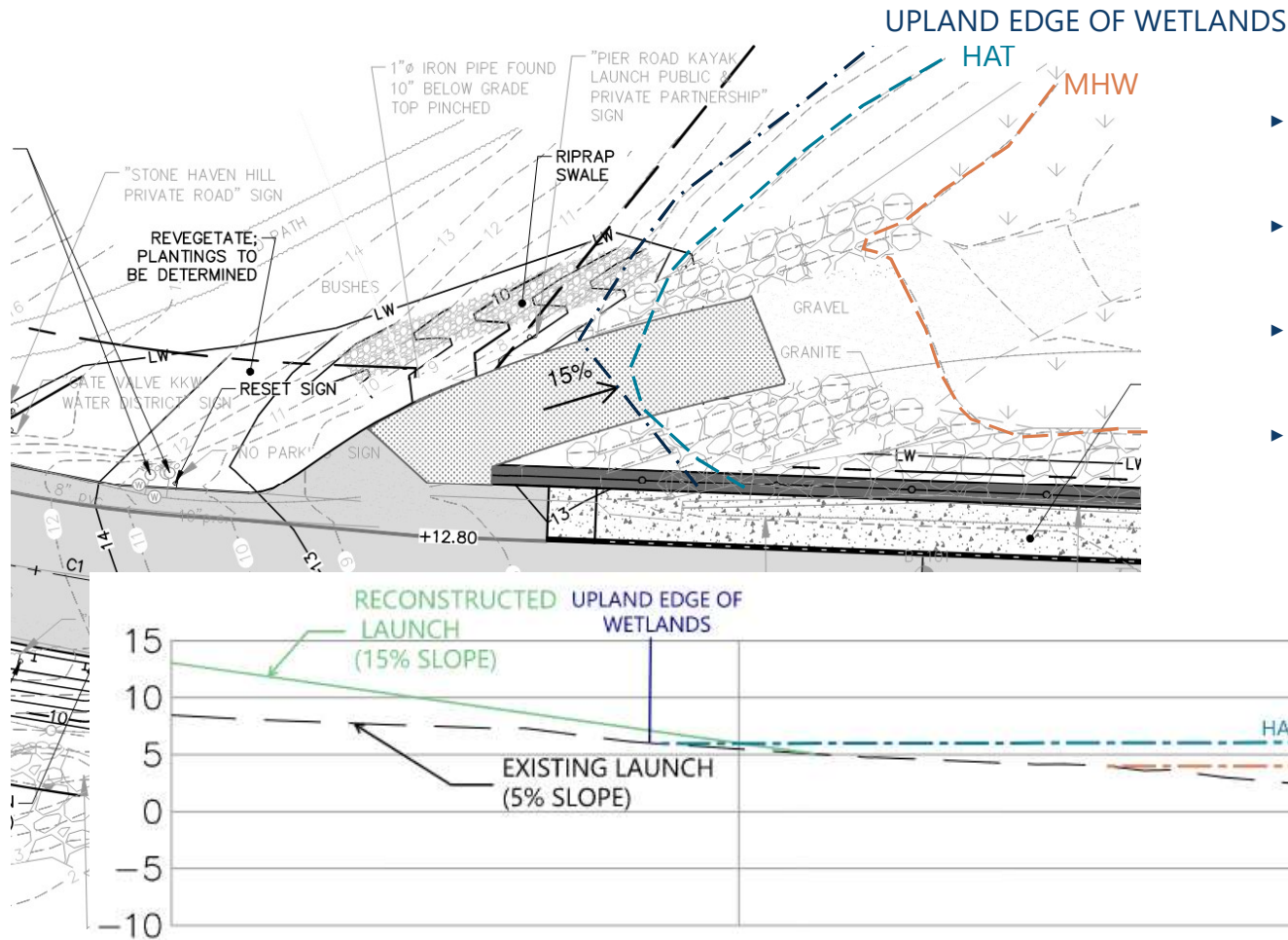


- ▶ Hand Carry Access Only
- ▶ Minimizes impacts to existing launch area
- ▶ Reduces impacts to wetlands and natural resource area





# Kayak Launch – Ramp Alternate



- ▶ Filling of launch area required for ramp
- ▶ Ramp slope steeper than existing
- ▶ Kayak "cart" and trailer access maintained
- ▶ Greater impacts to wetlands and natural resource area



Thank you

Questions?



---

# **AGENDA ITEM DIVIDER**

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APPLICATION FOR WASTE HAULING PERMITApplicant: Waste Management of Maine PortlandAddress: 2000 Forest AvePortland, ME 04103Telephone: 207-317-8026Authorized Representative: CT McELROY

- Attach: 1. Current vehicle registration  
2. Customer List

Driver(s) of Vehicle: PLEASE SEE Attached

Name: \_\_\_\_\_ Lic #: \_\_\_\_\_

Name: \_\_\_\_\_ Lic #: \_\_\_\_\_

Name: \_\_\_\_\_ Lic #: \_\_\_\_\_

Name: \_\_\_\_\_ Lic #: \_\_\_\_\_

I have read the Solid Waste Ordinance and the Rules and Regulations for solid waste. I agree to abide by these regulations.

Signed: \_\_\_\_\_

Signed: Nancy McElroy

Approved by Selectmen: \_\_\_\_\_

Permit No.: \_\_\_\_\_ Date: \_\_\_\_\_

By granting a waste-hauling permit, the selectmen and the Town of Kennebunkport do not assume and liability with respect to the operations of the licensees.

The issuance of a waste hauling permit does not in any way constitute and endorsement by the Town or recommendation as to the adequacy or reliability of the services provided by the licensee. The Solid Waste Ordinance and Rules and Regulations of the Town do not require proof of vehicle insurance or financial responsibility in order for a person to obtain a waste hauling permit.

TOWN (

RT, MAINE

RT

**To:** Licensed Pr.

**From:** Christopher

**Re:** Annual Lice

**Date:** November 14

---

Enclosed is an Application for a Waste Hauling Permit, Solid Waste Ordinance, and Rules and Regulations for Solid Waste.

If you are collecting solid waste in the Town of Kennebunkport, please submit the current customer list, vehicle descriptions, registration numbers, driver(s) names and license numbers. Please also submit \$100.00 for each vehicle you wish to register.

Customer lists should include name, location (street name), size of container, and pick-up schedule (which day(s) of the week).

Please provide this information by December 5, 2022, for action by the Board of Selectmen at its regularly scheduled meeting on December 22, 2022. This will ensure the permit will be in place by January 1<sup>st</sup> of next year. Failure to do so may result in loss of approval to discharge at MERC.

Please submit this information to the following address:

***Town of Kennebunkport  
Attn: Nadia Crockett-Current  
Post Office Box 566  
Kennebunkport, ME 04046***

This permit is valid for calendar year 2023.

## KENNEBUNKPORT DRIVER LIST

<b>DRIVER</b>	<b>LICENSE #</b>
KEITH STIGMAN	ME1903143
MARK JOHNSON	ME7244133
JAY JOHNSON	ME1038095
JAY ESTABROOK	ME7304133





Department of the Secretary  
Bureau of Motor Vehicles  
INTERNATIONAL REGISTRAR  
MAINE APPORTIONED REGISTRAR

EFFECTIVE DATE: 05/01/2022

EXPIRATION DATE: 04/30/2023

REGISTRANT INFORMATION

ACCT/FLEET/SUPP: 11432-2-0

LEGAL NAME:  
WASTE MANAGEMENT OF MAINE INC

DBA NAME:  
W M PORTLAND MAINE

ADDRESS:  
2000 FOREST AVE  
PORTLAND ME 04103-1004

CARRIER SAFETY INFORMATION

USDOT: 297498

NAME:  
WASTE MANAGEMENT OF MAINE INC

ADDRESS:  
2000 FOREST AVE  
PORTLAND ME 04103-1004

VEHICLE INFORMATION

UNIT #: 415748

YEAR: 2018

MAKE: MACK

VIN: 1M2AX13C2JM040176

FUEL: Diesel

USAGE: Truck

PLATE: 960291

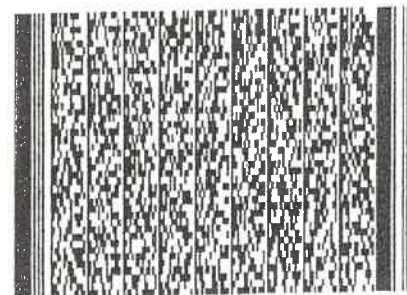
YEAR DECAL: 6129359

MONTH DECAL: 1771424

Jur	Weight	Jur	Weight	Jur	Weight	Jur	Weight	Jur	Weight	Jur	Weight
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AL	69000	IA	69000	MI	69000	NL	31297k	QC	4 AXLES	WI	69000
AR	69000	ID	69000	MN	69000	NM	69000	RI	69000	WV	69000
AZ	69000	IL	69000	MO	69000	NS	31297k	SC	69000	WY	69000
BC	31297k	IN	69000	MS	69000	NV	69000	SD	69000	**	****
CA	69000	KS	69000	MT	69000	NY	69000	SK	31297k	**	****
CO	69000	KY	69000	NB	31297k	OH	69000	TN	69000	**	****
CT	69000	LA	69000	NC	69000	OK	69000	TX	69000	**	****
DC	69000	MA	69000	ND	69000	ON	31297k	UT	69000	**	****
DE	69000	MB	31297k	NE	69000	OR	69000	VA	69000	**	****
FL	69000	MD	69000	NH	60000	PA	69000	VT	69000	**	****

Control: 3000-2789-7283



VALID ONLY WITH A MAINE STATE SEAL  
WATERMARK BELOW.



101 Hospital Street, 29 State House Station, Augusta, ME 04333-0029  
Phone (207) 624-9000 Ext. 52135 Fax (207) 624-9086 TTY Users call Maine relay 711  
www.maine.gov/sos/bmv/commercial Email: meirp@maine.gov

# State of Maine Vehicle Registration

Mileage 508,747

Eff. Date is Validation Date But Not Prior To: 04/01/2022		Expires: 04/30/2023		CLASS		REGISTRATION NUMBER	
VIN 1M2K195C27M035733		MODEL MR688S		COLOR GR/WH		CO 8A-0398	
YEAR 2007		MAKE MACK		TITLES 45		NET WEIGHT 69000	
REGISTERED TO WASTE MANAGEMENT OF MAINE - PORTLAND		DOB/STID # 010267739		AXLES 4		D 208819/ME0003	
LESSOR		UNIT # 208819		DOT # 297498			
MAILING ADDRESS 2000 FOREST AVE		UNIT # 208819		DOT # 297498			
PORTLAND ME 04103		Registration Void Unless Validated		Agent Fee 6.00			
LEGAL RESIDENCE 2000 FOREST AVE		VALIDATED REGISTRATION		-UNIT# 208819			
PORTLAND ME		MMTA SERVICES INC		-FLEET VEH			
		44004 04/08/2022		-4 26404489.B			
		S768.00					
		26434863					
							
Tax Receipt #: 26434863		MVR-3E Rev. 08-2016 REGISTRATION		Sticker # 040		00 23D 06161377	

PT

MVR-3E Rev. 08-2016 REGISTRATION Sticker # 040

00 23D 06161377

208819/ME0003





Department of the Secret  
Bureau of Motor Ve  
INTERNATIONAL REGISTR  
MAINE APPORTIONED REGISTR

EFFECTIVE DATE: 05/01/2022

EXPIRATION DATE: 04/30/2023

REGISTRANT INFORMATION

ACCT/FLEET/SUPP: 11432-2-0

LEGAL NAME:  
WASTE MANAGEMENT, OF MAINE INC

DBA NAME:  
W M PORTLAND MAINE

ADDRESS:  
2000 FOREST AVE  
PORTLAND ME 04103-1004

CARRIER SAFETY INFORMATION

USDOT: 297498

NAME:  
WASTE MANAGEMENT OF MAINE INC

ADDRESS:  
2000 FOREST AVE  
PORTLAND ME 04103-1004

VEHICLE INFORMATION

UNIT #: 416024

VIN: 1M2AX13C8JM043096

PLATE: 960471

YEAR: 2018

FUEL: Diesel

YEAR DECAL: 6129360

MAKE: MACK

USAGE: Truck

MONTH DECAL: 1771690

Jur	Weight	Jur	Weight	Jur	Weight	Jur	Weight	Jur	Weight	Jur	Weight
AB	29937k	GA	66000	ME	66000	NJ	66000	PE	29937k	WA	66000
AL	66000	IA	66000	MI	66000	NI	29937k	QC	4 AXLES	WI	66000
AR	66000	ID	66000	MN	66000	NM	66000	RI	66000	WV	66000
AZ	66000	IL	66000	MO	66000	NS	29937k	SC	66000	WY	66000
BC	29937k	IN	66000	MS	66000	NV	66000	SD	66000	**	****
CA	66000	KS	66000	MT	66000	NY	66000	SK	29937k	**	****
CO	66000	KY	66000	NB	29937k	OH	66000	TN	66000	**	****
CT	66000	LA	66000	NC	66000	OK	66000	TX	66000	**	****
DC	66000	MA	66000	ND	66000	ON	29937k	UT	66000	**	****
DE	66000	MB	29937k	NE	66000	OR	66000	VA	66000	**	****
FL	66000	MD	66000	NH	66000	PA	66000	VT	66000	**	****

VALID ONLY WITH A MAINE STATE SEAL  
WATERMARK BELOW.

Control: 3000-2789-7322



# State of Maine Vehicle Registration

Eff. Date is Validation Date But Not Prior To: 04/01/2022

Expires: 04/30/2023

Mileage 331,966

CLASS CO REGISTRATION NUMBER 2A-9827

VIN 1M2AV02C69M004794 YEAR 2009 MAKE MACK MODEL MRU613 COLOR WH

Insurance: 40 12 4

NET WEIGHT 69000 REGISTERED WEIGHT FUEL D

WASTE MANAGEMENT OF MAINE - PORTLAND

010267739

LESSOR

UNIT # 210220 DOT # 297498

MAILING ADDRESS 2000 FOREST AVE

PORTLAND ME 04103

LEGAL RESIDENCE CODE 05170

PORTLAND ME

Registration Void Unless Validated  
VALIDATED REGISTRATION  
MMTA SERVICES INC  
44004 04/08/2022  
\$768.00  
26434864

Base Mil. Rate 225.302  
Local 0.0040  
Ex Tax AP 901.21  
Ex Ty Bal AP 901.21  
Ex Ty Date AP 04/05/2022  
Fees 762.00  
Agent Fee 6.00  
UNIT# 210220  
-FLEET VEH  
-4 26404490.B

210220/MECC03

Tax Receipt # 26434864

NOTES: Rev 08-2016 REGISTRATION Sticker # (N)

(C) 23D 06161378



REPORT ARL-015  
RUN TIME 1:06 PM

CUSTOMER NAME & SERVICE ADDRESS LIST

NUMBER	NAME	ADDRESS	CITY/STATE/ZIP	PHONE NUMBER	TYPE	M	T	W	T	F	S	U	?	I	P	O	RT#	SERVICES PROVIDED	RUN DATE	RUN	
17210	PACKARD, MICHAEL	(CONTINUED)																			
186-7467	SEASHORE TROLLEY MUSEUM	195 LOG CABIN RD	KENNEBUNKPORT ME 04046-5219	207-967-2540	COM													1.00	OPC OVERAGE SERVICE FEL.		
Primary Segment: RETAIL/FOOD																			1.00	XCH EXCHANGE FEL.	
STATUS: _P AX																			1.00	REM REMOVAL FEL.	
COM#																			1.00	TCP TRIP CHARGE FEL.	
COM#																			1.00	DEL DELIVERY FEL.	
COM#																			1.00	CRF CONTAINER RELOCATE FEL.	
COM#																			1.00	6FL 6 YD FEL.	
COM#																			1.00	XCH EXCHANGE FEL.	
186-30560	SHRATO, RAYMOND	24 OCEAN AVE RSHRATLO@VERIZON.NET	KENNEBUNKPORT ME 04046-6241	207-632-3262	COM													1.00	CRF CONTAINER RELOCATE FEL.		
Primary Segment: Segment Required																			1.00	REM REMOVAL FEL.	
STATUS: _P XF AX																			1.00	TCP TRIP CHARGE FEL.	
COM#																			1.00	OPC OVERAGE SERVICE FEL.	
COM#																			1.00	REM REMOVAL FEL.	
COM#																			1.00	DEL DELIVERY FEL.	
COM#																			1.00	CRF CONTAINER RELOCATE FEL.	
COM#																			1.00	XF0 EXTRA 10 YD FEL.	
COM#																			1.00	10P 10 YD FEL.	
COM#																			1.00	XCH EXCHANGE FEL.	
186-33862	STAGE HARBOR MARINE	136 NORTH ST	KENNEBUNKPORT ME 04046-5810	207-590-5990	COM													1.00	TCP TRIP CHARGE FEL.		
Primary Segment: MFG-INDUSTRIAL																			1.00	CRF CONTAINER RELOCATE FEL.	
STATUS: _P AX																			1.00	XF4 EXTRA 4 YD FEL.	
COM#																			1.00	REM REMOVAL FEL.	
COM#																			1.00	DEL DELIVERY FEL.	
COM#																			1.00	OPC OVERAGE SERVICE FEL.	
COM#																			1.00	4FL 4 YD FEL.	
COM#																			1.00	4FL 4 YD FEL.	
186-3952	TAYLOR TRUCK & DIESEL	1379 PORTLAND RD	ARUNDEL ME 04046-8114	207-985-2188	COM													1.00	TCP TRIP CHARGE FEL.		
Primary Segment: COMM PROPERTY																			1.00	CRF CONTAINER RELOCATE FEL.	
STATUS: _P AX																			1.00	XF4 EXTRA 4 YD FEL.	
COM#																			1.00	REM REMOVAL FEL.	
COM#																			1.00	DEL DELIVERY FEL.	
COM#																			1.00	OPC OVERAGE SERVICE FEL.	
COM#																			1.00	4FL 4 YD FEL.	
COM#																			1.00	4FL 4 YD FEL.	
186-35088	THE LOST FIRE	62 MILLS RD	KENNEBUNKPORT ME 04046-5701	646-241-7600	COM													1.00	4GF 4YD FEL. CONTAINER SE		
Primary Segment: Not Defined																			1.00	XF4 EXTRA 4 YD FEL.	
STATUS: _P																			1.00	PMF CONTAINER SERVICE FEL.	
COM#																			1.00	XF6 EXTRA 6 YD FEL.	
COM#																			1.00	OPC OVERAGE SERVICE FEL.	
COM#																			1.00	DEL DELIVERY FEL.	
COM#																			1.00	XCH EXCHANGE FEL.	
COM#																			1.00	REM REMOVAL FEL.	
COM#																			1.00	TCP TRIP CHARGE FEL.	

# CUSTOMER NAME & SERVICE ADDRESS LIST

**RUN**

NUMBER	NAME	ADDRESS	CITY/STATE/ZIP	PHONE NUMBER	TYPE	M	T	W	T	P	S	U	?	T	P	O	RT#	SERVICES PROVIDED
19221 JEFFETT ELECTRICAL CONTRACTING (CONTINUED)																		
186-290	KENNEBUNK RIVER CLUB	116 OCEAN AVE	KENNEBUNKPORT ME 04046-6302	207-967-2090	COM													1.00 REM REMOVAL FEL 1.00 TCF TRIP CHARGE FEL 1.00 4FL 4 YD FEL 1.00 X#4 EXTRA 4 YD FEL
Primary Segment: COMM PROPERTY																		
STATUS: _P AX X																		
186-293	MARSHVIEW VILLA ASSOCIATION	2 DYKE RD	KENNEBUNKPORT ME 04046-5518	978-857-1068	COM													1.00 XCH EXCHANGE FEL 1.00 2YQ 2YD FEL RCV ON CALL 1.00 YF2 EXTRA 2 YD FEL RCV 1.00 REM REMOVAL FEL 1.00 TCF TRIP CHARGE FEL 1.00 OFC OVERAGE SERVICE FEL 1.00 YOF OVERAGE SERVICE FEL 1.00 DEL DELIVERY FEL 1.00 CRF CONTAINER RELOCATE 1.00 4FQ 4YD FEL ON CALL 1.00 OFC OVERAGE SERVICE FEL
Primary Segment: PUBLIC SECTOR																		
STATUS: _P X X																		
186-34611	NISWIKERF, NICK	164 LOWMEAD RD	ARUNDEL ME 04046-7734	207-604-6508	COM													1.00 DEL DELIVERY FEL 1.00 6FL 6 YD FEL 1.00 X#6 EXTRA 6 YD FEL 1.00 XCH EXCHANGE FEL 1.00 REM REMOVAL FEL 1.00 TCF TRIP CHARGE FEL 1.00 XCH EXCHANGE FEL
Primary Segment: RETAIL/FOOD																		
STATUS: _P AX X																		
186-29320	NORTHEAST COIL INC	33 ENTERPRISE DR	ARUNDEL ME 04046-7978	207-608-0515	COM													1.00 TCF TRIP CHARGE FEL 1.00 X#2 EXTRA 2 YD FEL 1.00 OFC OVERAGE SERVICE FEL 1.00 REM REMOVAL FEL 1.00 DEL DELIVERY FEL 1.00 2FL 2 YD FEL 1.00 2YQ 2YD FEL RCV ON CALL
Primary Segment: CONSTRUCTION																		
STATUS: _P AX X																		
186-17210	PACKARD, MICHAEL	31 PROCTOR RD	ARUNDEL ME 04046-7500	207-283-0758	COM													1.00 DEL DELIVERY FEL 1.00 XCH EXCHANGE FEL 1.00 REM REMOVAL FEL 1.00 TCF TRIP CHARGE FEL 1.00 OFC OVERAGE SERVICE FEL 1.00 CRF CONTAINER RELOCATE 1.00 YOF OVERAGE SERVICE FEL 1.00 PMF CONTAINER SERVICE 1.00 Y2G 2YD FEL RCV ON CALL 1.00 4FL 4 YD FEL 1.00 X#4 EXTRA 4 YD FEL 1.00 YF2 EXTRA 2 YD FEL RCV 1.00 X#6 EXTRA 6 YD FEL
Primary Segment: RETAIL/FOOD																		
STATUS: _P AX X																		
@2																		

# APPLICATION FOR WASTE HAULING PERMIT

Applicant: CASELLA WASTE Mgt. / Pine Tree Waste

Address: 19 CLEARZONE RD.

SANFORD, ME 04890

Telephone: 207-459-7062

Authorized Representative: RICHARD MONTAGNY / DONNA COLEMAN

- Attach:      1. Current vehicle registration  
                 2. Customer List

Driver(s) of Vehicle:

Name: Joseph Colanossi      Lic #: 9844113      ME

Name: SUSANNAH Baker      Lic #: 0422299      ME

Name: DAVID CAHILL      Lic #: NH210258616      N.H.

Name: Romeo Jackson      Lic #: 3890298      ME

I have read the Solid Waste Ordinance and the Rules and Regulations for solid waste. I agree to abide by these regulations.

Signed: R.P. Montagny

Signed: \_\_\_\_\_

Approved by Selectmen: \_\_\_\_\_

Permit No.: \_\_\_\_\_ Date: \_\_\_\_\_

By granting a waste-hauling permit, the selectmen and the Town of Kennebunkport do not assume and liability with respect to the operations of the licensees.

The issuance of a waste hauling permit does not in any way constitute and endorsement by the Town or recommendation as to the adequacy or reliability of the services provided by the licensee. The Solid Waste Ordinance and Rules and Regulations of the Town do not require proof of vehicle insurance or financial responsibility in order for a person to obtain a waste hauling permit.

## APPLICATION FOR WASTE HAULING PERMIT

Applicant: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

- Attach:     1. Current vehicle registration  
              2. Customer List

Driver(s) of Vehicle:

Name: Michael Mearl                      Lic #: 557 0283 me

Name: Daniel Ieger                      Lic #: 6017466 me

Name: \_\_\_\_\_                      Lic #: \_\_\_\_\_

Name: \_\_\_\_\_                      Lic #: \_\_\_\_\_

I have read the Solid Waste Ordinance and the Rules and Regulations for solid waste. I agree to abide by these regulations.

Signed: L.P. Mouty

Signed: \_\_\_\_\_

Approved by Selectmen: \_\_\_\_\_

Permit No.: \_\_\_\_\_ Date: \_\_\_\_\_

By granting a waste-hauling permit, the selectmen and the Town of Kennebunkport do not assume and liability with respect to the operations of the licensees.

The issuance of a waste hauling permit does not in any way constitute and endorsement by the Town or recommendation as to the adequacy or reliability of the services provided by the licensee. The Solid Waste Ordinance and Rules and Regulations of the Town do not require proof of vehicle insurance or financial responsibility in order for a person to obtain a waste hauling permit.





Department of the Secretary of State  
Bureau of Motor Vehicles  
INTERNATIONAL REGISTRATION PLAN  
MAINE APPORTIONED REGISTRATION CAB CARD



EFFECTIVE DATE: 07/01/2022

EXPIRATION DATE: 06/30/2023

REGISTRANT INFORMATION

ACCT/FLEET/SUPP: 12714-3-0

LEGAL NAME:  
PINE TREE WASTE INC

DBA NAME:

ADDRESS:  
87 PLEASANT HILL ROAD  
SCARBOROUGH ME 04074

CARRIER SAFETY INFORMATION

USDOT: 631038

NAME:  
PINE TREE WASTE INC

ADDRESS:  
25 GREENS HILL LANE  
RUTLAND VT 05702

VEHICLE INFORMATION

UNIT #: 31218

YEAR: 2011

MAKE: INTL

VIN: 1HTWGAAT6BJ424786

FUEL: Diesel

USAGE: Truck

PLATE: 960735

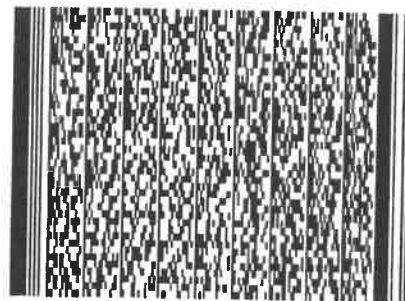
YEAR DECAL: 6285718

MONTH DECAL: 2768444

Jur	Weight	Jur	Weight	Jur	Weight	Jur	Weight	Jur	Weight	Jur	Weight
AB	24493k	GA	54000	ME	54000	NJ	54000	PE	24493k	WA	54000
AL	54000	IA	54000	MI	54000	NL	24493k	QC	3 AXLES	WI	54000
AR	54000	ID	54000	MN	54000	NM	54000	RI	54000	WV	54000
AZ	54000	IL	54000	MO	54000	NS	24493k	SC	54000	WY	54000
BC	24493k	IN	54000	MS	54000	NV	54000	SD	54000	**	****
CA	54000	KS	54000	MT	54000	NY	54000	SK	24493k	**	****
CO	54000	KY	54000	NB	24493k	OH	54000	TN	54000	**	****
CT	54000	LA	54000	NC	54000	OK	54000	TX	54000	**	****
DC	54000	MA	54000	ND	54000	ON	24493k	UT	54000	**	****
DE	54000	MB	24493k	NE	54000	OR	54000	VA	54000	**	****
FL	54000	MD	54000	NH	54000	PA	54000	VT	54000	**	****

VALID ONLY WITH A MAINE STATE SEAL  
WATERMARK BELOW.

Control: 3000-2794-9793





# State of Maine Vehicle Registration


Mileage 365,093

Eff. Date is Validation Date But Not Prior To: 12/01/2021

Expires: 12/31/2022

Insurance: *SB*

CLASS	REGISTRATION NUMBER
CO	3C-8718

VIN 1HTWGADT13J063464	YEAR 2003	MAKE INTL	MODEL 7000SE	COLOR WH	STYLE 30	TIRES 10	AXLES 3	NET WEIGHT	REGISTERED WEIGHT 54000	POE D				
REGISTRANT(A) PINE TREE WASTE INC				DOB/VIN # 010513956		Base 89,571 Mil. Rate 0.0040 Local Ex Tax AP 358.28 ExTx Bal AP 358.28 ExTx Date AP 12/02/2021 Fees 568.00 Agent Fee 6.00 -UNIT# 31220 -4 23988945								
LESSOR		UNIT # 31220	DOT # 631038											
MAILING ADDRESS 19 CLEARZONE DRIVE SANFORD ME 04073		LEGAL RESIDENCE 19 CLEARZONE DRIVE SANFORD ME		LEGAL RESIDENCE CODE 31230		Registration Void Unless Validated <b>VALIDATED REGISTRATION</b> <b>MMTA SERVICES INC</b> 44004 12/08/2021 \$574.00 25241938								
											PT			
Tax Receipt #: 25241938											User Id		SIB	E-Re-reg

NVR-3E Rev. 08-2016 APPLICATION

Sticker # (M)

(Y) 22D 05159855



Department of the Secretary of State  
Bureau of Motor Vehicles  
INTERNATIONAL REGISTRATION PLAN  
MAINE APPORTIONED REGISTRATION CAB CARD



EFFECTIVE DATE: 07/01/2022

EXPIRATION DATE: 06/30/2023

REGISTRANT INFORMATION

ACCT/FLEET/SUPP: 12714-3-0

LEGAL NAME:  
PINE TREE WASTE INC

DBA NAME:

ADDRESS:  
87 PLEASANT HILL ROAD  
SCARBOROUGH ME 04074

CARRIER SAFETY INFORMATION

USDOT: 631038

NAME:  
PINE TREE WASTE INC

ADDRESS:  
25 GREENS HILL LANE  
RUTLAND VT 05702

VEHICLE INFORMATION

UNIT #: 4629

YEAR: 2005

MAKE: MACK

VIN: 1M2AG11C25M018719

FUEL: Diesel

USAGE: Truck

PLATE: 960731

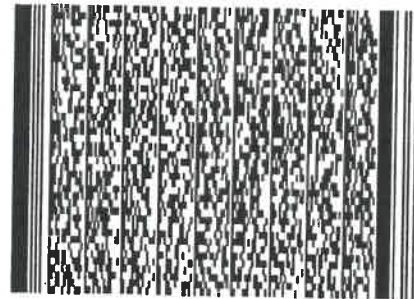
YEAR DECAL: 6285708

MONTH DECAL: 2768440

Jur	Weight	Jur	Weight	Jur	Weight	Jur	Weight	Jur	Weight	Jur	Weight
AB	36287k	GA	80000	ME	80000	NJ	80000	PE	36287k	WA	80000
AL	80000	IA	80000	MI	80000	NL	36287k	QC	5 AXLES	WI	80000
AR	80000	ID	80000	MN	80000	NM	80000	RI	80000	WV	80000
AZ	80000	IL	80000	MO	80000	NS	36287k	SC	80000	WY	80000
BC	36287k	IN	80000	MS	80000	NV	80000	SD	80000	**	****
CA	80000	KS	80000	MT	80000	NY	80000	SK	36287k	**	****
CO	80000	KY	80000	NB	36287k	OH	80000	TN	80000	**	****
CT	80000	LA	80000	NC	80000	OK	80000	TX	80000	**	****
DC	80000	MA	80000	ND	80000	ON	36287k	UT	80000	**	****
DE	80000	MB	36287k	NE	80000	OR	80000	VA	80000	**	****
FL	80000	MD	80000	NH	80000	PA	80000	VT	80000	**	****

VALID ONLY WITH A MAINE STATE SEAL  
WATERMARK BELOW.

Control: 3000-2794-9939





Department of the Secretary of State  
Bureau of Motor Vehicles  
INTERNATIONAL REGISTRATION PLAN  
MAINE APPORTIONED REGISTRATION CAB CARD



EFFECTIVE DATE: 07/01/2022

EXPIRATION DATE: 06/30/2023

REGISTRANT INFORMATION

ACCT/FLEET/SUPP: 12714-3-0

LEGAL NAME:  
PINE TREE WASTE INC

DBA NAME:

ADDRESS:  
87 PLEASANT HILL ROAD  
SCARBOROUGH ME 04074

CARRIER SAFETY INFORMATION

USDOT: 631038

NAME:  
PINE TREE WASTE INC

ADDRESS:  
25 GREENS HILL LANE  
RUTLAND VT 05702

VEHICLE INFORMATION

UNIT #: 5415

YEAR: 2020

MAKE: MACK

VIN: 1M2TE2GCXLM003829

FUEL: Diesel

USAGE: Truck

PLATE: 961070

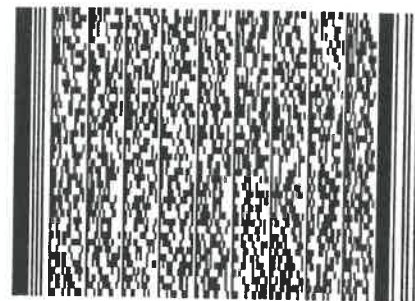
YEAR DECAL: 6285713

MONTH DECAL: 2768579

Jur	Weight	Jur	Weight	Jur	Weight	Jur	Weight	Jur	Weight	Jur	Weight
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AL	69000	IA	69000	MI	69000	NL	31297k	QC	4 AXLES	WI	69000
AR	69000	ID	69000	MN	69000	NM	69000	RI	69000	WV	69000
AZ	69000	IL	69000	MO	69000	NS	31297k	SC	69000	WY	69000
BC	31297k	IN	69000	MS	69000	NV	69000	SD	69000	**	****
CA	69000	KS	69000	MT	69000	NY	69000	SK	31297k	**	****
CO	69000	KY	69000	NB	31297k	OH	69000	TN	69000	**	****
CT	69000	LA	69000	NC	69000	OK	69000	TX	69000	**	****
DC	69000	MA	69000	ND	69000	ON	31297k	UT	69000	**	****
DE	69000	MB	31297k	NE	69000	OR	69000	VA	69000	**	****
FL	69000	MD	69000	NH	60000	PA	69000	VT	69000	**	****

VALID ONLY WITH A MAINE STATE SEAL  
WATERMARK BELOW.

Control: 3000-2794-9751



Co#	Cust	Name	Service Street	ChargeDescription		Freq
36	97532	ARLINGTON ARMS	ARLINGTON ST	2YD RL WEEKLY TRASH	2X WK	MON / FRI
36	910	PHILBRICK BUILDERS	ARUNDEL RD	6YD RL EOW TRASH	EOW	THU
36	98377	GSL ALARMS INC	BEACHWOOD AVE	2YD RL EOW TRASH	EOW	THU
36	14567	MEGAN DUFFY	BRYANT LN	2YD RL EOW TRASH	EOW	FRI
36	98340	SHIMALO FAMILY LLC	CROSS ST	BULK RL WEEKLY - MSW	1X WK	FRI
36	97685	RAYMOND SHMALO	CROSS ST	2YD RL WEEKLY TRASH	1X WK	TUE
36	97579	DOCK SQUARE CLOTHIERS	DOCK SQUARE	BULK RL WEEKLY - MSW	1X WK	MON
36	11116	FAT FACE	DOCK SQUARE	96GL Toter WEEKLY - MSW	1X WK	TUE
36	97572	COMPLIMENTS GALLERY	DOCK SQUARE	BULK RL WEEKLY - MSW	1X WK	TUE
36	97569	COLONIAL PHARMACY	DOCK SQUARE	BULK RL WEEKLY - MSW	1X Wk	TUE
36	97569	COLONIAL PHARMACY	DOCK SQUARE	BULK RL WEEKLY - REC	1X Wk	MON
36	97575	COPPER CANDLE	DOCK SQUARE	96GL Toter WEEKLY - MSW	2X WK	TUE / FRI
36	97764	THE BOATHOUSE WHARFSIDE	DOCK SQUARE	2YD RL WEEKLY TRASH	3X WK	MON/ WED / FRI
36	71285	RYAN ERB	FOREST LN	4YD FL 1 X MTH TRASH	1X Mo	MON
36	99963	DENNIS STIMPSON	GOOSE ROCKS RD	2YD RL 1 X MTH TRASH	1X Mo	THU
36	97939	HIDDEN POND	GOOSE ROCKS RD	6YD RL WEEKLY TRASH	3X WK	MON/ WED / FRI
36	1091	KENNEBUNKPORT CONSERVATIO	GRAVELLY BROOK	2YD RL EOW TRASH	EOW	THU
36	97597	GOVERNMENT WHARF	JOSIAH LANE	2YD RL WEEKLY TRASH	2X WK	MON / FRI
36	15557	GOOSE ROCKS BEACH HOUSE	KINGS HIGHWAY	96GL Toter WEEKLY - MSW	2X WK	MON / FRI
36	97940	TIDE BEACH CLUB	KINGS HIGHWAY	2YD RL WEEKLY TRASH	3X WK	MON/ WED / FRI
36	11295	TIDES BEACH LUXURY RESI	KINGS HIGHWAY	96GL Toter ON-CALL - MSW	On Call	MON / FRI
36	10517	LANGSFORD KPT	LANGSFORD RD	4YD RL WEEKLY TRASH	1X WK	MON
36	10517	LANGSFORD KPT	LANGSFORD RD	96GL Toter WEEKLY - REC	1X WK	MON
36	97727	LANGSFORD LOBSTER	LANGSFORD RD	BULK RL ON-CALL - MSW	On Call	FRI
36	843	TIDEMARK CORPORATION	LOG CABIN RD	4YD RL EOW TRASH	EOW	THU
36	862	HUSTON & CO	LOG CABIN RD	6YD RL EOW TRASH	EOW	THU
36	14473	NUNAN INC	MAIN ST	2YD RL WEEKLY TRASH	1X WK	FRI
36	99484	TOWN OF KENNEBUNKPORT	MAIN ST	4YD RL WEEKLY TRASH	1X WK	FRI
36	14473	NUNAN INC	MAIN ST	2YD RL WEEKLY ZERO SORT	EOW	FRI
36	14473	NUNAN INC	MAIN ST	2YD RL WEEKLY ZERO SORT	EOW	FRI
36	5839	AWOL	MAINE ST	96GL Toter WEEKLY - MSW	1X WK	FRI
36	5839	AWOL	MAINE ST	96GL Toter EOW - REC	EOW	MON
36	5839	AWOL	MAINE ST	96GL Toter EOW - REC	EOW	MON
36	754	GOOSE ROCKS BEACH DAIRY	MILLS RD	4YD RL 1 X MTH TRASH	1X Mo	MON
36	97853	CAPE PORPOISE KITCHEN	MILLS RD	2YD RL WEEKLY REC	2X WK	MON / FRI
36	97853	CAPE PORPOISE KITCHEN	MILLS RD	2YD RL WEEKLY TRASH	3X WK	MON/ WED / FRI
36	97853	CAPE PORPOISE KITCHEN	MILLS RD	2YD RL WEEKLY REC	EOW	FRI
36	97853	CAPE PORPOISE KITCHEN	MILLS RD	2YD RL WEEKLY REC	EOW	FRI
36	97973	THE RESORT @ GOOSE ROCKS	MILLS RD	6YD RL ON-CALL TRASH	On Call	FRI
36	97973	THE RESORT @ GOOSE ROCKS	MILLS RD	2YD RL ON-CALL REC	On Call	FRI
36	97973	THE RESORT @ GOOSE ROCKS	MILLS RD	2YD RL ON-CALL REC	On Call	FRI
36	97675	SANDY PINES	MILLS RD	6YD RL ON-CALL TRASH	On Call	MON
36	97675	SANDY PINES	MILLS RD	8YD RL ON-CALL TRASH	On Call	MON
36	97675	SANDY PINES	MILLS RD	2YD RL ON-CALL TRASH	On Call	MON
36	97973	THE RESORT @ GOOSE ROCKS	MILLS RD	6YD RL ON-CALL TRASH	On Call	MON
36	97973	THE RESORT @ GOOSE ROCKS	MILLS RD	2YD RL ON-CALL REC	On Call	MON
36	99482	TOWN OF KENNEBUNKPORT	MUNICIPAL CONTR	RESIDENTIAL CURB RECYCLNG	EOW	FRI
36	99482	TOWN OF KENNEBUNKPORT	MUNICIPAL CONTR	RESIDENTIAL CURB RECYCLNG	EOW	THU
36	99482	TOWN OF KENNEBUNKPORT	MUNICIPAL CONTR	RESIDENTIAL CURB RECYCLNG	EOW	TUE
36	97840	SOUTH CHURCH HOUSING	NORTH ST	2YD RL WEEKLY TRASH	1X WK	THU
36	837	ARUNDEL LODGE 76	NORTH ST	2YD RL ON-CALL TRASH	On Call	MON
36	837	ARUNDEL LODGE 76	NORTH ST	2YD RL MTH USAGE MSW	On Call	MON
36	97672	RIVERBANK CONDO ASSOCIATI	OCEAN AVE	96GL Toter WEEKLY - MSW	1 XWk	TUE
36	98119	WALKERS POINT	OCEAN AVE	6YD RL 1 X MTH TRASH	1X Mo	THU
36	99996	ADAM WINSTANLEY	OCEAN AVE	96GL Toter 1 X MTH - MSW	1X Mo	TUE
36	6844	CHEZ ROSA	OCEAN AVE	96GL Toter WEEKLY - MSW	1X WK	MON
36	6844	CHEZ ROSA	OCEAN AVE	2YD RL WEEKLY ZERO SORT	1X WK	MON
36	97643	NONANTUM	OCEAN AVE	10YD RL WEEKLY ZERO SORT	1X Wk	MON
36	97819	STRIPER'S RESTAURANT AT B	OCEAN AVE	2YD RL WEEKLY REC	1X Wk	MON
36	97820	BREAKWATER INN AND SPA	OCEAN AVE	2YD RL WEEKLY REC	1X Wk	MON
36	97898	LISSA WINSTANLEY	OCEAN AVE	BULK RL WEEKLY - REC	1X Wk	MON
36	97535	POINT ARUNDEL CONDO ASSOC	OCEAN AVE	BULK RL WEEKLY - MSW	1X WK	TUE
36	97618	LEESIDE CONDO ASSOC	OCEAN AVE	BULK RL WEEKLY - MSW	1X Wk	TUE
36	97898	LISSA WINSTANLEY	OCEAN AVE	BULK RL WEEKLY - MSW	1X Wk	TUE
36	97917	RAY SHMALO	OCEAN AVE	BULK RL WEEKLY - MSW	1X Wk	TUE

36	98048	EDGEWATER INN	OCEAN AVE	BULK RL WEEKLY - MSW	1X Wk	TUE
36	97614	KENNEBUNKPORT MARINA	OCEAN AVE	6YD RL WEEKLY TRASH	2X Wk	MON / FRI
36	97643	NONANTUM	OCEAN AVE	10YD RL WEEKLY MSW	2X Wk	MON / FRI
36	97820	BREAKWATER INN AND SPA	OCEAN AVE	2YD RL WEEKLY TRASH	2X Wk	MON / FRI
36	97819	STRIPER'S RESTAURANT AT B	OCEAN AVE	2YD RL WEEKLY TRASH	2X Wk	TUE / FRI
36	97559	CAPE ARUNDEL INN	OCEAN AVE	96GL Toter WEEKLY - MSW	3X WK	MON/ WED / FRI
36	98088	BOATHOUSE HOTEL	OCEAN AVE	6YD RL WEEKLY TRASH	4X Wk	MON / TUE / THU / FRI
36	97559	CAPE ARUNDEL INN	OCEAN AVE	96GL Toter WEEKLY - REC	EOW	FRI
36	97643	NONANTUM	OCEAN AVE	10YD RL WEEKLY ZERO SORT	EOW	FRI
36	97819	STRIPER'S RESTAURANT AT B	OCEAN AVE	2YD RL WEEKLY REC	EOW	FRI
36	97820	BREAKWATER INN AND SPA	OCEAN AVE	2YD RL WEEKLY REC	EOW	FRI
36	97559	CAPE ARUNDEL INN	OCEAN AVE	96GL Toter WEEKLY - REC	EOW	FRI
36	97559	CAPE ARUNDEL INN	OCEAN AVE	96GL Toter WEEKLY - REC	EOW	FRI
36	97643	NONANTUM	OCEAN AVE	10YD RL WEEKLY ZERO SORT	EOW	FRI
36	97819	STRIPER'S RESTAURANT AT B	OCEAN AVE	2YD RL WEEKLY REC	EOW	FRI
36	97820	BREAKWATER INN AND SPA	OCEAN AVE	2YD RL WEEKLY REC	EOW	FRI
36	97571	COLONY HOTEL	OCEAN AVE	8YD RL ON-CALL TRASH	On Call	FRI
36	97618	LEESIDE CONDO ASSOC	OCEAN AVE	BULK RL WEEKLY - MSW	On Call	FRI
36	97542	ARUNDEL YACHT CLUB	OCEAN AVE	3YD RL ON-CALL TRASH	On Call	MON
36	97566	TIDEMARK CORPORATION	OCEAN AVE	BULK RL ON-CALL - MSW	On Call	MON
36	97571	COLONY HOTEL	OCEAN AVE	8YD FL ON-CALL REC	On Call	MON
36	97571	COLONY HOTEL	OCEAN AVE	8YD RL ON-CALL TRASH	On Call	MON
36	97571	COLONY HOTEL	OCEAN AVE	8YD FL ON-CALL REC	On Call	THU
36	97571	COLONY HOTEL	OCEAN AVE	8YD RL ON-CALL TRASH	On Call	TUE
36	97657	IVY ONE LLC	OLD FORT AVE	8YD RL WEEKLY TRASH	2X Wk	TUE / FRI
36	7722	CAPTAIN JEFFERDS INN	PEARL ST	96GL Toter EOW - MSW	EOW	FRI
36	7722	CAPTAIN JEFFERDS INN	PEARL ST	96GL Toter EOW - MSW	EOW	FRI
36	98337	MUSETTE	PIER RD	2YD RL 1 X MTH TRASH	1X Mo	MON
36	98401	PETER WHITE	PIER RD	BULK RL WEEKLY - MSW	1X Wk	MON
36	98269	RAMP GRILL LLC	PIER RD	2YD RL ON-CALL TRASH	On Call	FRI
36	98269	RAMP GRILL LLC	PIER RD	2YD RL ON-CALL REC	On Call	FRI
36	98269	RAMP GRILL LLC	PIER RD	2YD RL ON-CALL REC	On Call	FRI
36	98337	MUSETTE	PIER RD	2YD RL ON-CALL REC	On Call	FRI
36	98337	MUSETTE	PIER RD	2YD RL ON-CALL REC	On Call	FRI
36	98269	RAMP GRILL LLC	PIER RD	2YD RL ON-CALL TRASH	On Call	MON
36	98269	RAMP GRILL LLC	PIER RD	2YD RL ON-CALL REC	On Call	MON
36	7720	KCC NLM & JFH	PLEASANT ST	96GL Toter EOW - MSW	EOW	FRI
36	7720	KCC NLM & JFH	PLEASANT ST	96GL Toter EOW - MSW	EOW	FRI
36	7720	KCC NLM & JFH	PLEASANT ST	96GL Toter ON-CALL - REC	EOW	MON
36	7720	KCC NLM & JFH	PLEASANT ST	96GL Toter ON-CALL - REC	On Call	MON
36	1758	HAVEL GREANEY LLC	PORT RD	6YD FL 1 X MTH ZERO SORT	1X Mo	MON
36	70224	GARYS AUTO SALVAGE	RIVER RD	4YD FL 1 X MTH TRASH	1X Mo	TUE
36	770	GOOSE ROCKS FIRE DEPARTME	ROUTE 9	4YD RL WEEKLY TRASH	1X Mo	FRI
36	8299	CABOT COVE COTTAGES	S MAIN ST	96GL Toter WEEKLY - MSW	2X Wk	MON / FRI
36	97966	LODGE ON THE COVE	S MAIN ST	6YD RL WEEKLY TRASH	3X Wk	MON/ WED / FRI
36	97966	LODGE ON THE COVE	S MAIN ST	2YD RL WEEKLY REC	EOW	FRI
36	97966	LODGE ON THE COVE	S MAIN ST	2YD RL WEEKLY REC	EOW	FRI
36	99485	TOWN OF KENNEBUNKPORT	SEWER DISTRICT	4YD RL WEEKLY TRASH	1X Wk	FRI
36	11000	FIA FIA LLC	SPRING ST	96GL Toter WEEKLY - MSW	1X Wk	MON
36	11000	FIA FIA LLC	SPRING ST	96GL Toter WEEKLY - REC	1X Wk	MON
36	995	US POST OFFICE KENNEBUNK	TEMPLE ST	2YD RL WEEKLY TRASH	1X Wk	THU
36	97613	KENNEBUNKPORT INN	TEMPLE ST	2YD RL WEEKLY TRASH	3X Wk	MON/ WED / FRI
36	99486	TOWN OF KENNEBUNKPORT	TOWN CONTRACT	96GL Toter WEEKLY - REC	EOW	TUE
36	97791	RHUMB LINE RESORT	TURBATS CREEK R	6YD RL WEEKLY TRASH	2X Wk	MON / FRI
36	10633	NUNAN INC	TURBATS CREEK R	4YD RL EOW TRASH	EOW	FRI
36	3792	JJ PT REALTY PARTNERS LLC	UNION ST	4YD RL WEEKLY TRASH	1X Wk	MON
36	97661	KENNEBUNKPORT MOTOR LODGE	WILDES DISTRICT	2YD RL WEEKLY TRASH	1X WK	FRI
36	97442	SHARON MCCABE	WILDES DISTRICT	RESIDENTIAL CURB TRASH	1X Wk	FRI



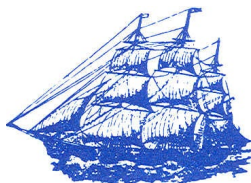
Date	Invoice	Memo	Orig. Amt	Amt. Due	Amount
11/22/2022	CKR 11/21/22 KENNEBUNKPORT	HAULERS PERMIT 2023			400.00
					400.00

PLEASE DETACH AND RETAIN FOR YOUR RECORDS

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# **AGENDA ITEM DIVIDER**

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## TOWN OF KENNEBUNKPORT, MAINE

– INCORPORATED 1653 –

## MEMORANDUM

**To:** Laurie Smith  
**Fr:** Chris Simeoni, Director of Public Works  
**Re:** Request for Street Opening Permit by Woods Excavating for South Main Street (Woodland Drive)  
**Dt:** December 6th, 2022

On December 6th, the Public Works Department received a request from Woods Excavating for a street opening permit for South Main Street (residence will be TBD, MBL 8-3-29 Woodland Drive) to install a new water service. The extent of the work is to excavate an 8' x 20' wide trench from the existing water main on South Main Street to bring water service onto Woodland Drive. South Main Street was just recently repaved. Notice was sent to property owners regarding the impending moratorium in advance of the reconstruction and paving work. According to the ordinance:

**147-21 Excavations in Reconstructed Streets:** *Whenever the Town has developed plans to reconstruct a street, the Town or its representative shall give written notice thereof to all abutting property owners, to the Town departments, and to all public utilities that have or may wish to lay pipes, wires or other facilities in or under the highway. Upon receipt of such written notice, such person or utility shall have 60 days in which to install or lay any such facility. If an extension of time is needed by a person or utility for the installation of such facilities, the person or facility shall make a written application to the Town during the sixty-day notice period explaining fully the reasons for requesting such an extension of time. At the expiration of the time fixed or extended and after such street has been reconstructed, no permit shall be granted to open such street for a period of five years from installation of hot-mixed asphalt surface course layer unless an emergency condition exists or unless the necessity for making such installation could not reasonably have been foreseen at the time such notice was given. The above-mentioned five-year moratorium for street openings also pertains to all new public or private streets, i.e., new subdivisions or developments that have been accepted in accordance with Town specifications. The Town shall publish an annual street opening moratorium list with year of notice and year of expiration for each street. This section should not be construed to supersede Maine DOT street opening regulations for roads maintained by the State of Maine.*



## TOWN OF KENNEBUNKPORT, MAINE

*– INCORPORATED 1653 –*

Should the board wish to authorize the street opening, the following conditions should be met. After properly backfilling and compacting the trench cut, Wood's Excavating will be required to base pave in the cut with 4" of base pavement installed in 2" lifts. The cut will be allowed to sit for one year, at which point Wood's excavating will be required to return to mill the existing pavement 25' in either direction of the cut (curb to curb) to a depth of 1.5" and overlay the entire area with 1.5" of finish pavement. Any maintenance required on the cut before overlay will be the responsibility of Woods Excavating.

They have submitted a street opening permit application as required by the ordinance. (Please see attached documents.)

**TOWN OF KENNEBUNKPORT**

**Street Opening Permit**

**PROPERTY INFORMATION**

Name of Homeowner: BCD Woodland, LLC Date: 12/2/22  
Address: TBD Woodland Drive  
Telephone: 207 232 4991 Map, Block, Lot: 8 3 29  
Street to be excavated: South Maine Street  
Size of excavation (length and width): 8' x 20' +/-  
Reason for excavation: Tap into water main

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

**CONTRACTOR INFORMATION**

Date of excavation: TBD Spring 2023  
Name of Contractor: Woods Excavating - Gregg MacPherson contact  
Address: 21 Cyr Drive Cornham, ME  
Telephone: 207 899-7093 Fax: \_\_\_\_\_

**BOND & INSURANCE INFORMATION**

Performance Bond: ☐ Cash ☐ Check ☐ Money Order ☒ Surety Bond ☐ Other

Bond Amount: \$2000 -

Company that issued the bond (if applicable): Merchants Bonding Company

Person or entity providing the bond to the Town (contractor, property owner, other): Woods Excavating

Insurance Company: Merchants Bonding Company

Signature of person completing the application: [Signature] Date: 12/2/22

**APPROVED**

Highway Superintendent: \_\_\_\_\_

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

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

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

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

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

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

**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.**

**MERCHANTS**  
**BONDING COMPANY™**

MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IA 50306-3498  
PHONE: (800) 678-8171 FAX: (515) 243-3854

**LICENSE AND PERMIT BOND**

Bond No. ME6082841

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Woods Excavating, LLC,  
of Westbrook, State of Maine, as Principal,  
and Merchants Bonding Company (Mutual), a corporation duly licensed to do business in the State of  
Maine, as Surety, are held and firmly bound unto  
City of Kennebunkport, Oblige, in the penal  
sum of Two Thousand Dollars ( \$2,000.00 ) DOLLARS.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas, the Principal has been licensed  
Street Opening  
Woodland Drive

by the Oblige.

NOW THEREFORE, if the Principal shall faithfully perform the duties and in all things comply with the laws  
and ordinances, including all Amendments, appertaining to the license or permit applied for, then this obligation  
to be void, otherwise to remain in full force and effect for a period commencing on the 7th day of  
November, 2022, and ending on the 7th day of November,  
2023, unless renewed by Continuation Certificate.

This bond may be terminated at any time by the Surety upon sending notice in writing to the Oblige and to the  
Principal, in care of the Oblige or at such other address as the Surety deems reasonable, and at the expiration of  
thirty-five (35) days from the mailing of notice or as soon thereafter as permitted by applicable law, whichever is later,  
this bond shall ipso facto terminate and the surety shall thereupon be relieved from any liability for any subsequent  
acts or omissions of the Principal.

No right of action shall accrue on this bond to or for the use of any person or corporation other than Oblige  
named herein.

Dated this 7th day of November, 2022

Woods Excavating, LLC

Principal

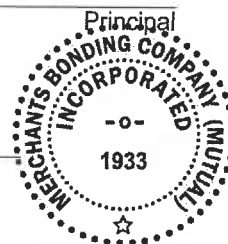
Countersigned (if required):

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

Merchants Bonding Company (Mutual)

By: William Warner Jr.

William Warner Jr., Attorney-in-Fact



**MERCHANTS**  
**BONDING COMPANY™**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

William Warner Jr.

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

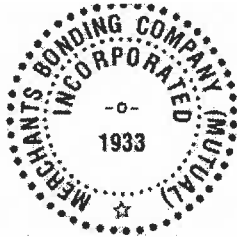
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 7th day of November, 2022.



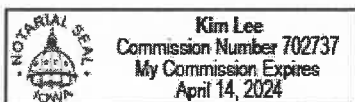
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.  
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

*Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 7th day of November, 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



*Kim Lee*  
Notary Public

(Expiration of notary's commission  
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 7th day of November, 2022.



*William Warner Jr.*  
Secretary

**MERCHANTS**  
**BONDING COMPANY™**

MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IA 50306-3498  
PHONE: (800) 678-8171 FAX: (515) 243-3854

**ENDORSEMENT**

It is hereby understood and agreed that Bond No.: ME6082841

Principal: Woods Excavating, LLC,

Obligee: City of Kennebunkport

in the Merchants Bonding Company (Mutual), is changing this bond effective December 5, 2022

FROM:

Bond Amount: \$2,000.00

TO:

Bond Amount: \$7,500.00

All terms and conditions of said bond, except as above changed, to remain the same.

Signed, sealed and dated this 5th day of December, 2022

Merchants Bonding Company (Mutual)



By

Larry Taylor  
Larry Taylor, President

# FRANKENMUTH MUTUAL INSURANCE COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Frankenmuth Mutual Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the State of Michigan, having its principal office at 1 Mutual Avenue, Frankenmuth, Michigan 48787, does hereby nominate, constitute and appoint:

Anthony Villandry, Shannon Walton, Deborah Wentworth, Jeffrey Lind, Ann Morse, Matthew Greenleaf, Heather Martin, Jennifer Good

Their true and lawful attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal, acknowledge and deliver any and all bonds, contracts and undertakings of suretyship, with the exception of Financial Guaranty Insurance, provided, however, that the penal sum of any one such instrument shall not exceed the sum of:

**Fifty Million and 00/100 Dollars (\$50,000,000)**

This Power of Attorney is granted pursuant to the following Resolution duly adopted at a meeting of the Board of Directors of Frankenmuth Mutual Insurance Company:

"RESOLVED, that the President, Senior Vice President or Vice President and each of them under their respective designations, hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer of the Company, qualifying the attorney(s) named in the given power of attorney, to execute on behalf of, and acknowledge as the act and deed of Frankenmuth Mutual Insurance Company on all bonds, contracts and undertakings of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 10th day of September, 2018.



Frankenmuth Mutual Insurance Company

By Frederick A. Edmond, Jr.  
Frederick A. Edmond, Jr.,  
President and Chief Operating Officer

STATE OF MICHIGAN )  
COUNTY OF SAGINAW ) ss:

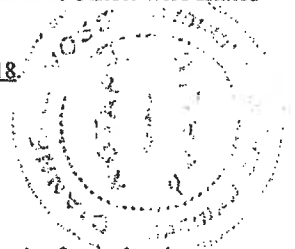
Sworn to before me, a Notary Public in the State of Michigan, by Frederick A. Edmond, Jr., to me personally known to be the individual and officer described in, and who executed the preceding instrument, deposed and said the Corporate Seal and his signature as Officer were affixed and subscribed to said instrument by the authority of the Company.

IN TESTIMONY WHEREOF, I have set my hand, and affixed my Official Seal this 10th day of September, 2018.

Dianne L. Voss

(Seal)

Dianne L. Voss, Notary Public  
Saginaw County, State of Michigan  
My Commission Expires July 23, 2024



I, the undersigned, Vice President of Frankenmuth Mutual Insurance Company, do hereby certify that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and is in full force and effect as of this date.

IN WITNESS WHEREOF, I have set my hand and affixed the Seal of the Company, this 5th day of December, 20 22.

Andrew H. Knudsen

Andrew H. Knudsen, Vice President

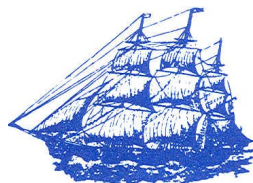
**ALL CORRESPONDENCE RELATED TO BOND VALIDATION AND/OR A CLAIM SHOULD BE DIRECTED  
TO THE DIRECTOR OF SURETY, 701 US ROUTE ONE, SUITE 1, YARMOUTH, ME 04096**

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# **AGENDA ITEM DIVIDER**

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## TOWN OF KENNEBUNKPORT, MAINE

*– INCORPORATED 1653 –***MEMORANDUM**

**To:** Laurie Smith  
**Fr:** Chris Simeoni, Director of Public Works  
**Re:** Authorize purchase of Invent HyperClassic Mixers  
**Dt:** December 6th, 2022

For Fiscal Year 2023, \$50,000 in capital funding was budgeted and approved for the replacement of the current submersible aeration tank anoxic zone mixers. These current mixers are more than twenty years old and were identified by our Fiscal Sustainability Plan as needing replacement. In an effort to move away from the current submersible design, we examined the Invent HyperClassic Mixers as their design provides for the motor and gearbox to be suspended above the water. The current submersible Landia mixers have been problematic due to water infiltration. We had one mixer fail and rebuilt two years ago at a cost of nearly \$8000.00.

The regional distributor, Aqua Solutions, has submitted a price of \$43,000 for the replacement mixers. This price includes transport, transport insurance, associated spare parts/tools and two site visits for startups, testing and instructional services. This purchase would be a sole source purchase as Aqua Solutions is the only vendor for this product in the northeast.

I recommend authorizing the purchase of the HyperClassic Mixers through Aqua Solutions for the total price of \$43,000.

**Offer-No.:** IET-1704032-HCM-Rev02  
**Date:** December 01, 2022  
**Submitted to:** AquaSolutions  
**Project:** Kennebunkport Anoxic Zones  
**Proposal**



**INVENT** Environmental Technologies Inc.  
By: Patrick O'Donnell

218 Little Falls Road, Units 7 & 8  
Cedar Grove, NJ 07009

Tel: 973 571 2223  
Fax: 973 571 2474  
[Http://www.invent-et.com](http://www.invent-et.com)

# HYPERCLASSIC® - Mixer Quotation

Offer-No.: IET-1704032-HCM-Rev02  
Date: December 01, 2022  
Project: Kennebunkport Anoxic Zones



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## 1 Design Basis

### 1.1 Application

The **HYPERCLASSIC®** Mixing System ensures complete mixing and prevents sedimentation at the lowest possible energy consumption.

### 1.2 Wastewater Properties

- Origin of the Wastewater:	municipal
- Medium:	activated sludge
- MLSS:	≤ 5,000 ppm
- Sludge Volume index (SVI):	≥ 80 ml/g
- Temperature:	68 °F
- Total Dissolved Solids (TDS):	≤ 2,000 ppm
- pH-Value:	6 - 8

### 1.3 Plant Data

- No. of basins:	2
- Basin type:	rectangular
- Length:	20.0 ft
- Width:	14.0 ft
- Water depth:	15.2 ft
- Freeboard:	3.4 ft
- Basin volume:	0.032 Mgal

### 1.4 Remarks

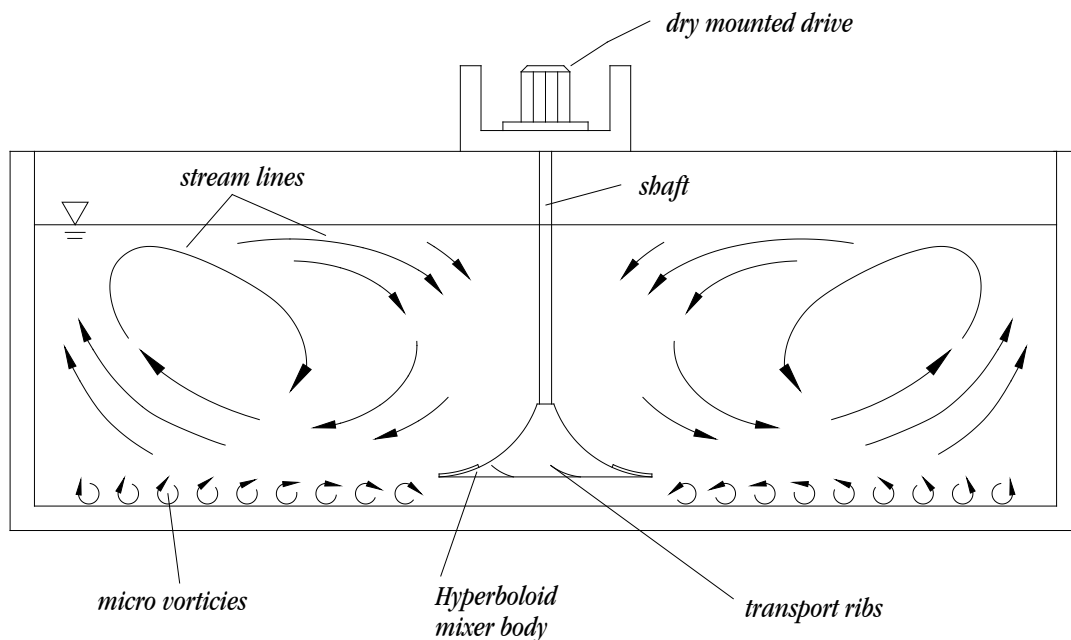
Additional aerators are installed.  
Baffles inside the basin are not required.

## 2 Technical Description of the **HYPERCLASSIC®** - Mixer

### 2.1 General Description

The **INVENT HYPERCLASSIC®** - Mixing System incorporates the uniquely designed and patented **INVENT HYPERCLASSIC®** hyperbolic mixer. The hyperbolic shape was developed for optimum tank flow mechanics and provides unmatched mixing, solids suspension and tank homogenization. The large diameter mixer body rotates at a low speed to maximize the pumping volume while minimizing energy consumption. Its applications include: anoxic zones, anaerobic zones, swing zones, sludge tank mixing, flocculation, equalization tanks, chemical incorporation, etc. in tanks of any shape.

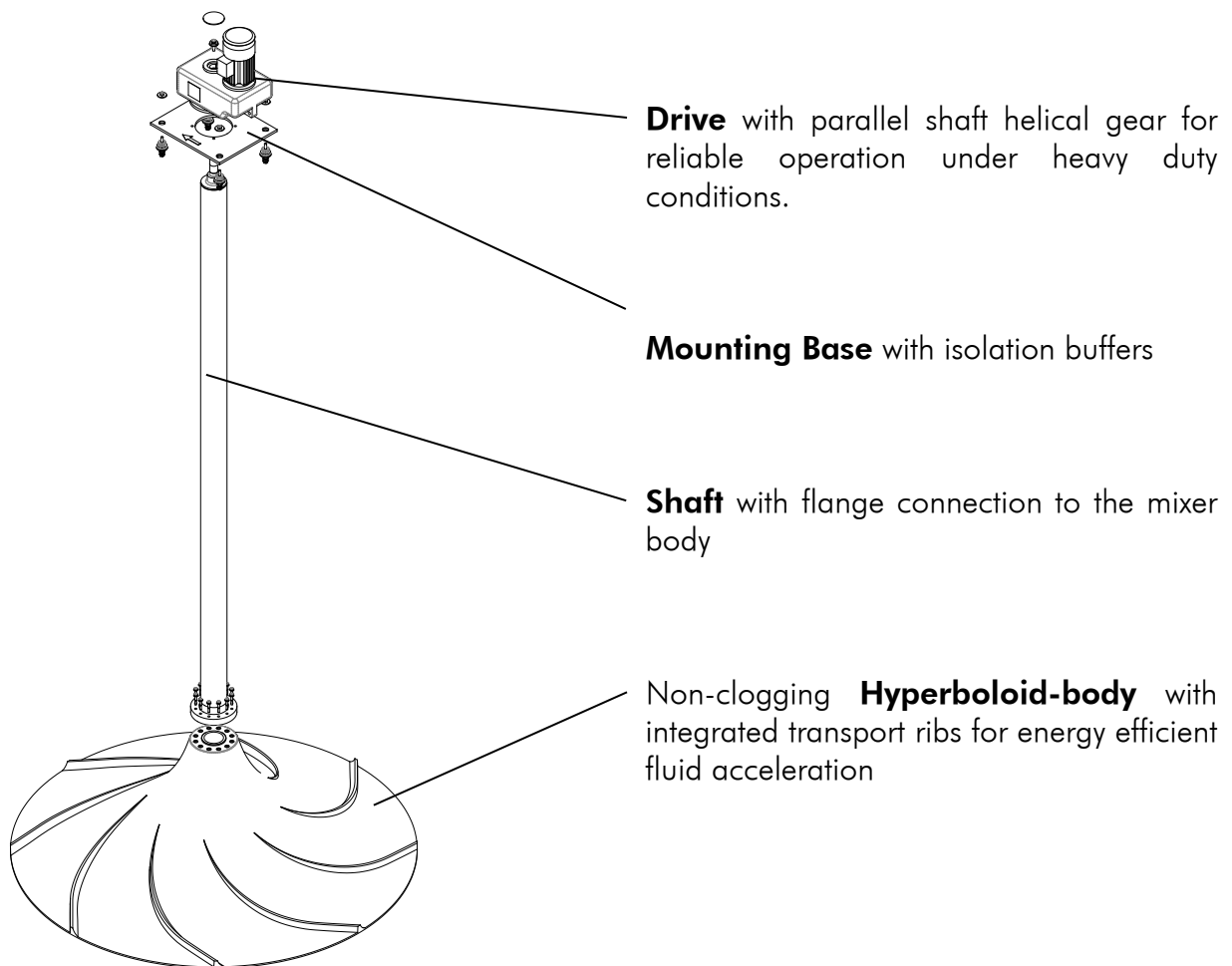
Figure 1 illustrates the **HYPERCLASSIC®** - Mixing System with dry mounted drive in a typical tank. The hyperbolic mixer body is located near the bottom of the tank to provide the mixing energy where it is most needed. The energy flows radially outward from the mixer and sweeps the bottom of the tank with high velocity micro-vortices to keep solids in suspension.



*Figure 1: Diagram showing a Hyperboloid-Mixer with a top mounted drive*

### 2.2 Design

The **HYPERCLASSIC**® Mixer consists of a non-clogging Hyperboloid-body, a shaft and a motor with a mounting base. The mixer is supplied including all necessary parts for the assembly on either a steel or a concrete bridge. The individual parts are easy to install and guarantee quick installation. Figure 2 shows the design in detail.



*Figure 2: Exploded view on a Hyperboloid Mixer with top mounted drive*

**HYPERCLASSIC**® Mixers are stable and designed in such a way that a bottom bearing is not required. This means that all serviceable parts are located above the water surface and are easily accessible for maintenance.

## 2.3 Main Advantages

The **INVENT HYPERCLASSIC®** Mixing System provides both process and mechanical benefits including:

<b>Mechanical Advantages</b>	<ul style="list-style-type: none"><li>➤ Non-clogging, non-ragging Hyperboloid-body with integrated transport ribs for optimized fluid acceleration.</li><li>➤ All parts under water show high resistance against chloride, a wide range of pH and commonly used treatment chemicals.</li><li>➤ No maintenance relevant parts under water.</li><li>➤ No upward driving forces or vibrations on the bridge or gearbox.</li><li>➤ Hyperboloid mixer body is made from high-quality, fiberglass reinforced plastic, completely coated with biologically neutral gel-coat.</li><li>➤ The large diameter allows for low rotation speeds and even energy distribution in the tanks. This ensures complete suspension and full homogenization with minimal energy input.</li></ul>
<b>Process Advantages</b>	<ul style="list-style-type: none"><li>➤ The Hyperboloid mixer-body is shaped according to the streamlines of the flow. This prevents any flow separation and guarantees highest efficiency.</li><li>➤ The mixer body operates near the bottom of the tank and therefore provides the highest energy input where sedimentation has to be avoided and sludge flocs have to be resuspended.</li><li>➤ Minimized surface turbulence eliminates oxygen input via the surface and aerosols production.</li><li>➤ If the <b>HYPERCLASSIC®</b> Mixing System is used in series with multiple - mixers per basin, it can be designed such that virtual walls between the mixers are produced. This improves retention time and eliminates the high civil construction cost of baffle walls.</li></ul>



### 3 Mixer Layout

We recommend the following hyperboloid mixer configuration for the wastewater and basin properties described in Section 1, with the following technical data:

- Number of mixers per basin/zone:	1
- Model:	HCM/2000-18-1.00hp
- Diameter:	78.7 in (2,000 mm)
- Speed:	18.3 rpm
- Installed motor power:	1.00 hp
- Power input:	0.58 hp
- Power consumption:	0.73 hp
- Power density:	0.14 hp/1000 cuft
- Power reserve:	≥ 35 %
- Voltage:	460 V
- Nominal current at 460 V, 60 Hz:	1.6 A
- Starting current:	12.6 A
- Total weight:	441 lb
- Average bottom flow velocity:	≥ 20.6 in/s
- Mixer pumping capacity:	≥ 4,898 cuft/min
- Distance from bottom:	7.9 in
- Rated torque:	3,452 lb.in
- Start-up torque:	12,772 lb.in
- Static axial force:	443 lbf
- Dynamic axial force:	232 lbf

## HYPERCLASSIC® - Mixer Quotation

Offer-No.: IET-1704032-HCM-Rev02  
Date: December 01, 2022  
Project: Kennebunkport Anoxic Zones



## 4 Scope of Supply

### 4.1 HYPERCLASSIC® Mixer Configuration

Mixer Configuration	Number	Mixer Part	Material
	1	Drive Unit	Housing made from cast iron with high-quality coating
	1	Mounting Base	Carbon steel with powder coating and rubber buffers
	1	Shaft with flanged connection	High quality FRP
	1	Hyperboloid Mixer Body with flanged connection	High quality FRP
	1 set	Assembly Material	ASTM 316 Ti

## **HYPERCLASSIC® - Mixer Quotation**

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## **5 Pricing**

### **5.1 HYPERCLASSIC® Mixer/Aerator**

Total price for the 2 **HYPERCLASSIC®** Mixers as described in Section 2, excluding taxes

2 **HYPERCLASSIC®** - Mixers

### **5.2 Transport and Transport Insurance**

2 **HYPERCLASSIC®** Mixers as previously described, after clarification of all details, to be delivered to delivery address (DDP), unloading by client:

2 **HYPERCLASSIC®** Mixers

### **5.3 Spare Parts Package**

Spare Parts, after clarification of all details, to be delivered to delivery address (DDP), unloading by client:

1 Set of special tools, shaft holder

### **5.4 Site visits by INVENT personnel**

2 Visits of one **INVENT** engineer, incl. travel costs,  
▪ 2 visits for Startup and Testing, 2 visit of 1 day each  
▪ Instructional services, concurrently

**Price**

**\$ 43,300.-**

## 6 Payment conditions

### 6.1 Guarantee

- The guarantee period is 12 months after start up of the system. The guarantee is only valid if all **INVENT** Environmental Technologies Inc guidelines for the operation and start up of the systems have been followed. If the equipment is not put into service, the guarantee period begins at the latest 4 weeks after the completion of the plant construction. If there is no assembly the time of guarantee starts 6 months after delivery and/or notification of readiness for transport.
- Our guarantee is based on the data and documents we have received prior to purchase of the equipment. We assume that the client has informed us about all possible flow obstacles, such as inflows and outflows. Flow disturbances or damages resulting from flow obstacles or other flow generators, inflows, and outflows are not part of our guarantee.

### 6.2 Delivery Time

Submittals are 6-8 weeks after receipt of order and negotiated T&Cs. The equipment will be ready to ship approximately 18 –22 weeks after approval of submittal documents

### 6.3 Terms of Payment for goods (EXW)

10 %	upon approval of the submittals by the engineer
80 %	upon delivery or announcement readiness for shipping
10 %	upon substantial completion or latest 8 weeks after delivery

### 6.4 Period allowed for payment

All prices are payable net within 30 days after the receipt of the invoice

### 6.5 Binding period of quote

The offer is valid for 90 days.

## 7 Excluded items

Any walkway or support constructions

Any frequency drives

Any execution of a dry solids concentration test

All labor to install the equipment

The Unloading of the goods, buyer is responsible for unloading the goods. The buyer is responsible for keeping goods safe before assembly.

Lifting gears for the assembly have to be supplied by the client.

Electricity and energy must also be supplied by the client free of charge.

The basins must be empty, cleaned and dry for the assembly.

The assembly will only be supervised by **INVENT**, not installed.

The drilling of the wholes for the chemical anchors.

Any possible required adjustment of the handrails.

Electrical connecting of the motors

Scaffolding to enable the access of side of the concrete platform and bridge, if required.

## HYPERCLASSIC® - Mixer Quotation

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## 8 Further Options

### 8.1 HYPERCLASSIC® Mixer Options

Available Options	Description	Price per unit
	<u>Protection type IP 65</u> (according to DIN 42950): complete protection against entry of dust, contact with mediums of any kind and water jets from all directions.	Not included
	<u>3 PTC sensors</u> , thermal class F for complete protection against thermal overload. Use of the motor for heavy starts, multiple starts per hour and fluctuating current supply. The corresponding control relays are available from specialist suppliers.	Not included
	<u>Heavy Duty Coating</u> .:	Included
	<u>Synthetic Oil</u> : The common intervals of the lubricant exchange can be increased from 10,000 to 20,000 operating hours.	Not included
	<u>Oil sight glass</u> for easy oil level inspection	Included

We reserve the right to carry out technical changes, which serve to the improvement of our products.

Thank you for your interest in the **INVENT** technologies. We look forward to the opportunity to work together.

**INVENT** Environmental Technologies Inc.

Patrick O'Donnell

## 9 Terms and Conditions

### TERMS AND CONDITIONS OF SALE

Offer and Acceptance. ANY ACCEPTANCE OF THIS OFFER IS LIMITED TO ACCEPTANCE OF THE EXPRESS TERMS AND CONDITIONS CONTAINED HEREIN AND IN ANY QUOTATION AND/OR SALES ORDER ACKNOWLEDGEMENT WHICH IS ISSUED BY INVENT. ANY PREVIOUS OFFERS MADE BY BUYER, WHETHER WRITTEN OR VERBAL, NOT ALREADY EXPRESSLY ACCEPTED BY INVENT IN WRITING ARE HEREBY OBJECTED TO AND REJECTED. IN NO EVENT SHALL THIS OFFER BE DEEMED AN ACCEPTANCE OF ANY PRIOR OFFER BY BUYER. THE TERMS AND CONDITIONS BELOW SHALL SUPERSEDE ANY PROVISIONS, TERMS AND CONDITIONS CONTAINED ON ANY PURCHASE ORDER, CONFIRMATION, OR OTHER WRITING THE BUYER MAY GIVE OR RECEIVE, AND THE RIGHTS OF THE PARTIES SHALL BE GOVERNED EXCLUSIVELY BY THE PROVISIONS, TERMS AND CONDITIONS HEREOF. NO CONTRARY, ADDITIONAL OR DIFFERENT PROVISIONS, TERMS OR CONDITIONS SHALL BE BINDING ON INVENT UNLESS ACCEPTED BY INVENT IN A WRITING WHICH MAKES SPECIFIC REFERENCE TO THIS OFFER AND ACKNOWLEDGES SUCH MODIFICATIONS OR REVISIONS. ONCE THIS OFFER IS ACCEPTED BY BUYER, THIS ORDER MAY BE CANCELED ONLY WITH INVENT'S WRITTEN CONSENT AND UPON TERMS THAT WILL INDEMNIFY INVENT AGAINST ANY AND ALL LOSS. INVENT'S COMMENCEMENT TO PROCURE THE GOODS OR SHIPMENT OF THE GOODS WHICH ARE THE SUBJECT OF THIS OFFER SHALL BE DEEMED AN EFFECTIVE MODE OF ACCEPTANCE OF THIS SALES ORDER BY BUYER, UNLESS BUYER, WITHIN A COMMERCIALY REASONABLE TIME AFTER BUYER BECOMES AWARE, OR SHOULD HAVE BECOME AWARE, OF INVENT'S COMMENCEMENT TO PROCURE THE GOODS HEREIN OR OF SHIPMENT OF SUCH GOODS, NOTIFIES INVENT IN WRITING THAT BUYER OBJECTS TO AND REJECTS THIS OFFER. THIS OFFER IS SUBJECT TO INVENT'S CREDIT APPROVAL OF BUYER.

Quotations and Prices; Other Charges. Written quotations automatically expire 90 calendar days from the date issued and are subject to termination by notice within that period. Unless otherwise expressly provided in this sales order, the prices quoted or referred to herein do not include any charges for packaging, freight, transportation, custom duties, tariffs, import or other taxes, insurance, or any other charges relating to the transportation and shipment to or use by Buyer of the products sold under this sales order. Such charges and/or taxes shall be the sole responsibility of and shall be borne exclusively by Buyer. Wherever applicable, any such charges and/or taxes will be added to the invoice as a separate charge to be paid by Buyer. If Invent is required to pay any such charges and/or taxes, Buyer agrees to reimburse Invent for any amounts so paid upon demand.

Payment Terms. Invent shall bill Buyer for all purchases made under this sales order by invoice sent to Buyer at Buyer's address shown on the sales order. All invoices submitted by Invent to Buyer shall be payable net within thirty (30) days after the date of said invoices. All payments due to Invent hereunder shall be paid in United States dollars to Invent, or to such entity or person as is designated by Invent, in accordance with the remittance instructions contained in the invoice. If payment is not received within the prescribed period, interest shall accrue on any unpaid balance from its due date until payment is made at the rate of one and one half percent (1.5%) per month or the highest interest rate allowable by law, whichever is less. If in Invent's opinion the financial condition of Buyer at any time does not justify continuance of production or shipment on the terms of payment specified herein, Invent may require full or partial payment in advance. Buyer understands and agrees that its obligation to make payments to Invent shall be absolute and unconditional under any and all circumstances, whether or not Invent violates any of its obligations described herein or otherwise, and such payments shall not be subject to any defense, set-off, or counterclaim for any reason whatsoever.



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Project: Kennebunkport Anoxic Zones



Shipment and Delivery. This offer is made with the understanding that it is subject to Invent's ability to obtain the materials necessary to supply the goods hereunder. Unless otherwise indicated on the sales order, all goods shall be delivered F.O.B. Invent's Oakland, New Jersey location. Invent will endeavor to meet all scheduled dates indicated on the sales order, or otherwise requested in writing by Buyer and accepted in writing by Invent; provided, however, that all shipments are subject to Invent's availability schedule. If shipment of goods is delayed at the request of Buyer, then Invent shall be entitled to place the goods in storage for the account of Buyer, and all expenses incurred by Invent in connection with the storage, handling, preservation, or insurance of the goods shall be paid by Buyer upon presentation of Invent's invoice. Method and route of shipment are at Invent's discretion, unless Buyer supplies explicit written instructions and Seller agrees in writing to such instructions. Unless otherwise indicated in the sales order, all shipments are insured at Buyer's expense and made at Buyer's risk. Identification of the goods to the contract shall occur as each shipment is placed in the hands of the carrier. Nondelivery by Invent as to any product shall not be deemed a breach of this agreement. Any non-delivery shall not relieve Buyer from its obligation to accept or be responsible for any subsequent or prior shipment. All shipments shall be packaged in accordance with the standard packaging specified in the sales order. If no particular packaging is specified in the sales order, all goods shall be shipped in accordance with Invent's standard packaging. Invent shall have no responsibility to obtain insurance on any shipment of Product. Invent shall have the additional right, in the event of the happening of any of the above contingencies, at its option, to cancel this contract or any part hereof without any resulting liability. Shipments made within thirty (30) days after specified date of delivery shall constitute a good delivery. Normal tolerances in specifications shall be acceptable. Invent shall not be obligated to take back any packaging materials and Buyer shall be solely responsible, at Buyer's sole cost and expense, for the disposal of packaging materials.

Title and Risk of Loss; Security Interest. Title to and risk of loss and damage for any shipment of goods shall pass to Buyer immediately upon delivery of such shipment to Buyer or its designated agent or upon deposit with a common carrier in accordance with Buyer's instructions, whichever occurs first. Invent shall retain a security interest in the goods shipped to Buyer until the entire balance of the price of such goods and all other monies then due are paid in full. Buyer hereby authorizes Invent to file U.C.C. financing statements, without Buyer's signature, to perfect its security interest in all goods shipped which have not been paid for in full. In the event Buyer defaults on any payment or makes an assignment for the benefit of creditors, or if a proceeding in insolvency or bankruptcy is initiated by or against Buyer, whether voluntary or involuntary, Invent shall have the right to withhold shipments, in whole or in part, and to recall goods in transit, retake same, and remove and/or repossess goods which may be stored with Invent for Buyer's account, without the necessity of taking any other proceedings and to take such other action as may be necessary to protect its security interest, including any other remedies Invent may have at law, in equity, or otherwise. The foregoing rights and remedies shall be in addition to, and not in lieu of, any other rights and remedies which Invent may have hereunder or otherwise, whether at law, in equity, or otherwise.

Product Warranty. Invent warrants that the products supplied hereunder shall conform at time of delivery to the written specifications accepted by Invent, if any, subject to Invent's standard tolerances for variations.

Disclaimer. INVENT'S SOLE LIABILITY AND BUYER'S EXCLUSIVE REMEDY FOR A BREACH OF THE WARRANTY SHALL BE, AT INVENT'S SOLE OPTION, CREDIT OR REPLACEMENT OR REPAIR OF THE NONCONFORMING PRODUCT. FURTHERMORE, SUCH WARRANTY SHALL NOT APPLY TO, AND SHALL BE NULL AND VOID WITH RESPECT TO, ANY GOODS (i) WHICH ARE ALTERED, MODIFIED, DAMAGED, REPAIRED, ABUSED, MISUSED, OR IMPROPERLY ASSEMBLED, COMMISSIONED, OR INTEGRATED (WHETHER INTENTIONALLY OR ACCIDENTALLY) BY ANY PERSON OTHER THAN INVENT OR ITS AGENTS, (ii) WHICH, NOTWITHSTANDING THEIR NONCONFORMITY, ARE USED OR OTHERWISE ACCEPTED BY BUYER, OR (iii) WITH RESPECT TO WHICH BUYER HAS WAIVED ITS CLAIM FOR REJECTION UNDER THE PROVISIONS OF THE SALES ORDER. THE FOREGOING WARRANTY SET FORTH ABOVE IS IN LIEU OF ALL OTHER

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Project: Kennebunkport Anoxic Zones



WARRANTIES, AND INVENT DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE AND/OR PARTICULAR PURPOSE.

Limitation of Liability. INVENT SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR SPECIAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY LOST REVENUES, PROFITS, OR BUSINESS OF BUYER OR ITS CUSTOMERS, AGENTS, AND DISTRIBUTORS, RESULTING FROM, ARISING OUT OF OR IN CONNECTION WITH, ANY SALE, MANUFACTURE, DISTRIBUTION OR ANY USE OF ANY GOODS OR FOR ANY FAILURE OF SUPPLY OF ANY GOODS FOR ANY REASON, WHETHER OR NOT INVENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT BE CONSTRUED TO APPLY ONLY TO DAMAGES OCCURRING AS A RESULT OF A BREACH OF PRODUCT WARRANTY, BUT SHALL APPLY TO ANY DAMAGES OCCURRING AS A CONSEQUENCE OF THIS SALES ORDER. BUYER'S SOLE REMEDY FOR BREACH OF PRODUCT WARRANTY IS SET FORTH IN THE PRODUCT WARRANTY SECTION ABOVE.

Acceptance; Rejection. Except as provided in this paragraph, Buyer shall accept all goods shipped in accordance with the terms and conditions of this sales order. Buyer may reject any shipment of any goods to the extent such shipment does not conform in any material respect with the written specifications accepted by Invent, if any. Buyer shall not have the right to reject any goods due to negligible defects. In order to reject a shipment, Buyer must give written notice to Invent within ten (10) days after receipt of the shipment, together with a reasonably detailed written statement of its reasons for rejection. If no such notice is received, then Buyer shall be determined to have accepted the shipment of the goods. In no case shall Buyer return goods without first obtaining Invent's permission in writing. Invent shall, within a reasonable period of time, notify Buyer whether it accepts Buyer's assertions of nonconformity. If Invent disagrees with any alleged nonconformity by Buyer, then an independent party mutually agreed upon by the parties shall analyze the goods in question as may be necessary to substantiate whether the goods rejected by Buyer conformed in all material respects to the specifications accepted by Invent therefor, if any. Both parties agree to cooperate with the independent party's reasonable requests for assistance in connection with its analysis hereunder. Both parties shall be bound by the independent party's results of analysis. The costs incurred by the parties shall be borne by the losing party. If Invent or the independent party confirms the nonconformity, Invent shall, at its sole option, replace (if it has not already done so) the nonconforming goods with conforming products as promptly as reasonably possible or credit to Buyer the purchase price therefor.

Indemnification. Buyer shall indemnify, defend, and hold Invent harmless from and against any and all loss, cost, liability, and expense (including, without limitation, reasonable attorneys' fees and costs) incurred and/or paid by Invent resulting from or arising out of or in connection with (a) any representation or warranty made to any third party by Buyer, its affiliates, agents, distributors, or employees which is not expressly authorized by Invent in writing and (b) any claims asserted or actions filed against Invent by a third party, including claims for personal injury or property damage, except if liability for such claims or actions arises from the willful misconduct of Invent.

Force Majeure. Except where set forth expressly herein, neither party shall be liable for any delay or for any consequence of any delay in the delivery or purchase, as the case may be, of any goods if such delay shall be due to (a) any cause beyond its reasonable control, including, but not limited to, acts of God or the public enemy, acts of terrorism, valid law, acts or requests of any national or provincial government, or of any national or provincial officer or agent purporting to act under duly constituted authority, wars, floods, fires, storms, strikes, lockouts, delivery of nonconforming or defective material, supplies, or equipment, interruptions of transportation, freight embargoes or failures, exhaustion or unavailability on the open market (or delays in delivery) of material, supplies, equipment, or services necessary for the performance of any provision hereof, or (b) the happening of any unforeseen acts, misfortune, or casualty by which performance hereunder is delayed or prevented; provided,

however, that the party so affected will use all commercially reasonable efforts to remedy the situation, except that nothing contained herein shall require such party to make settlement of any labor dispute on terms unacceptable to it and no such party shall be liable to the other for any losses, damages, or costs by reason of its inability to remedy the situation. If any such delay occurs, then (unless the cause thereof shall frustrate or render impossible or illegal the performance of this contract or shall otherwise discharge the same), the parties' periods for performing their respective obligations shall be extended by such period (not limited to the length of the delay) as the other party may reasonably require to complete the performance of its obligation.

Insurance. Buyer agrees to carry and maintain at all times after this sale products liability insurance in good and sufficient amounts to cover products liability claims with respect to all products which are subject to this sales order. Buyer will, upon request, name Invent as an additional insured under such insurance and furnish Invent with proper evidence of such coverage.

Subcontracting and Assignability. This agreement, and the performance of any obligations hereunder, may not be assigned by a party hereto without the prior written consent of the other party, but shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and any permitted successors, assignees, and legal representatives; provided, however, that Invent shall be entitled to assign its obligations under this agreement, without the prior written consent of Buyer, to any corporation which controls, is controlled by, or is under common control with Invent or to any corporation which succeeds as a going concern to the business presently conducted by Invent.

Severability. If any part of this agreement shall be held unenforceable, the remainder of the agreement shall nevertheless remain in full force and effect.

Relationship of the Parties. All parties are independent contractors under this agreement. Nothing contained in this agreement is intended nor is to be construed so as to constitute the parties as partners or joint venturers with respect to this agreement. Neither party hereto shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party to any other contract, agreement or undertaking with any third party.

Governing Law; Forum; Enforcement. This sales order and any disputes between the parties arising in connection with this sales order or the agreement resulting from Buyer's acceptance hereof shall be governed by and interpreted in accordance with the laws of the State of New Jersey as if the agreement was performed wholly within the State of New Jersey and without regard to its conflict of law principles. All disputes arising out of this agreement shall be resolved by a court of competent jurisdiction in the State of New Jersey and both parties hereby consent to the jurisdiction of the courts of the State of New Jersey and the Federal District Court for the District of New Jersey; provided that Invent shall have the right to pursue any such action in any court with jurisdiction over Buyer. Invent and Buyer hereby waive and exclude the application of the U.N. Convention on Contracts for the International Sale of Goods in the interpretation and enforcement of this agreement. In the event Invent takes or maintains any action to enforce its rights hereunder and prevails thereafter, Buyer shall reimburse Invent for its reasonable costs and expenses incurred, including, without limitation, reasonable attorneys' fees and costs.

Compliance with Laws. Buyer shall comply with all laws, rules, regulations, and other requirements of local, state, and federal governments in connection with its performance hereunder. Buyer shall obtain and supply, at Buyer's sole cost and expense, any required import licenses and any other required permits, licenses, approvals, and similar items.

Entire Agreement; Modification; Waiver. This sales order contains the entire agreement of the parties regarding the subject matter hereof and supersedes all prior purchase orders, bills of lading, invoices, proposals, letters of

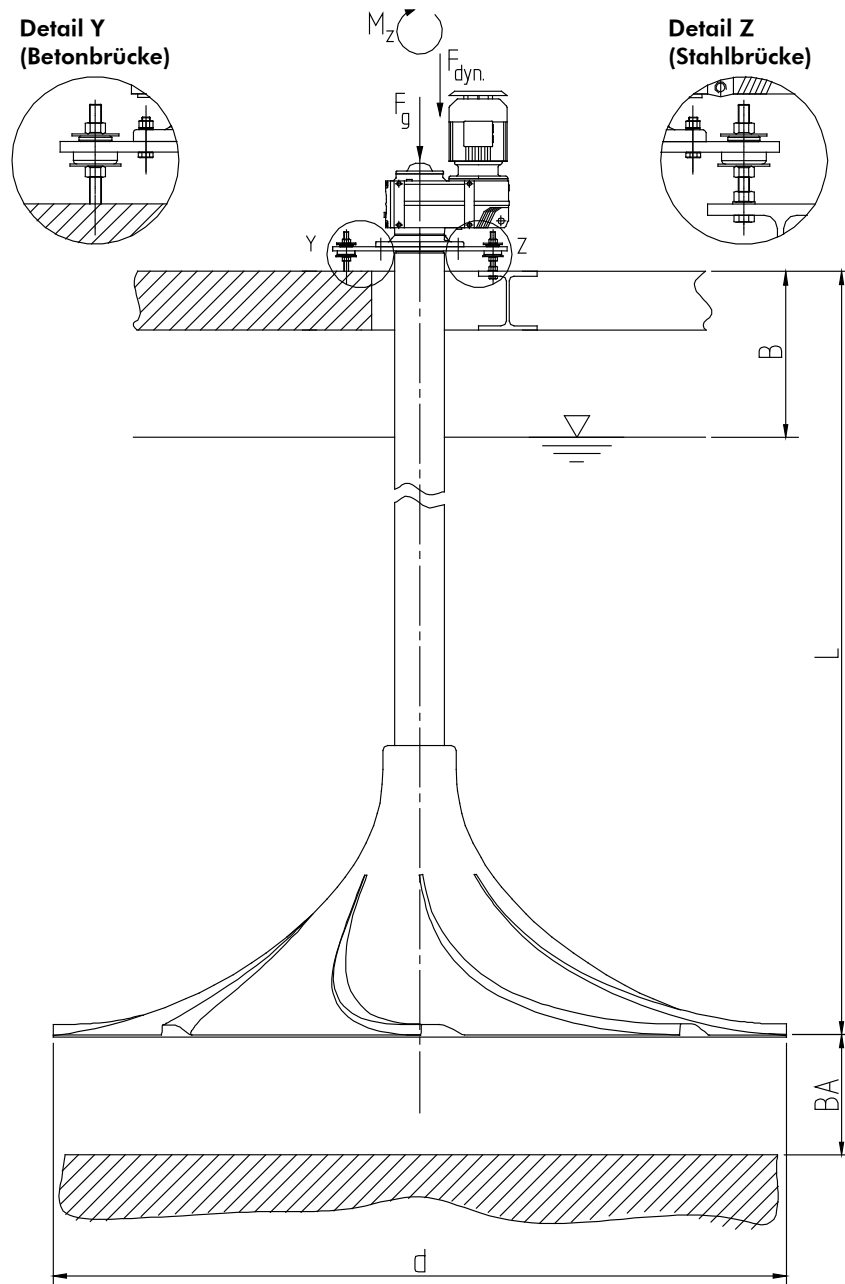
## **HYPERCLASSIC®** - Mixer Quotation

Offer-No.: IET-1704032-HCM-Rev02  
Date: December 01, 2022  
Project: Kennebunkport Anoxic Zones



intent, agreements, understandings, and negotiations regarding the same. No modification of this order shall be effective without Invent's written consent. Except as otherwise provided herein, in no event shall this agreement be deemed amendable or amended by any purchase order, bill of lading or invoice issued and/or accepted by either party hereto. Any waiver of strict compliance with the provisions of this order shall not be deemed a waiver of Invent's rights, privileges, claims, or remedies nor of Invent's right to insist on strict compliance thereafter.

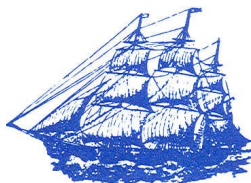
## Attachment A – Mixer Layout Drawing



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# **AGENDA ITEM DIVIDER**

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TOWN OF KENNEBUNKPORT, MAINE

— INCORPORATED 1653 —


**MEMORANDUM**

**To:** Laurie Smith  
**Fr:** Chris Simeoni, Director of Public Works  
**Re:** Authorize purchase of NETZSCH NEMO Waste pump  
**Dt:** December 13th, 2022

Recently, one of the two waste activated sludge pumps at the wastewater plant failed due to age. The pump is necessary for the wasting process at the plant. Last year we replaced the other pump due to a failure. This purchase would be a sole source purchase through Bau/Hopkins as they are the only vendor for this product in the northeast. The cost for the pump is \$9520.00 plus \$600 for freight for a total of \$10,120.00.

I recommend authorizing the purchase of the NETZSCH NEMO Waste pump through Bau/Hopkins for the total price of \$10,120.00.



	BAU/HOPKINS 310 South Street Plainville, MA 02762	<h1 style="text-align: center;">Quotation</h1> <p style="text-align: right;">TEL: 508-699-9300 FAX: 508-699-9047</p>
<b>TO:</b> Kennebunk Wastewater Treatment Plant	<b>Quotation No.</b> BAU-H-7701	
25 School ST	<b>Date:</b> December 12, 2022	
Kennebunkport, ME	<b>Page:</b> 1 of 1	
	<b>Reference:</b> Replacement Netzsch Pump	
ATTN: Chris Simeoni	<b>Engineer:</b> N/A	

**We offer the following for your consideration and review:**

Netzsch NM045BY01L04B Progressing Cavity Pump 1 NETZSCH NEMO Progressive Cavity Pump model NM045BY01L04B with a 7.5hp motor and reducer mounted inline on a Carbon Steel - 1020 base plate

As per the Technical Quote

**TOTAL PRICE: \$9,520.00**

Optional Dry Run Protection: By installing a thermal protection device to monitor the operating temperature of the stator. (Probe shipper mounted in the stator and controller shipped loose)

**TOTAL PRICE: \$1,421.00**

**START-UP SERVICES:**

**ARE NOT INCLUDED** in this proposal and is the responsibility of the Contractor.

If Start-Up services are required they are available at \$850.00 per day.

**NOT INCLUDED:**

Installation, Mounting, Anchor Bolts, Piping, Fittings, Valves, Wiring, Instrumentation, Chemicals, Tanks, or anything else not specifically specified in the above quotation.

**F.O.B.:**      **Freight is NOT included and is pre-paid and added to the above price**

**Shipment:**    **10-12 weeks after release of approvals**

**Payment Terms:**    **Net 30 Days**

1. This quotation is firm for acceptance for 30 days, thereafter is subject to change without notice.
2. Conditions not specifically stated here shall be governed by established trade customs. Terms inconsistent with those stated herein, which may appear on the purchaser's formal order, will not be binding on the Seller. All orders and terms and conditions are subject to final acceptance by BAU/HOPKINS, Inc. and/or the home office of the manufacturer.
3. If this quotation meets with your approval, your purchase order should be made out to:

**BAU/HOPKINS**  
310 South Street  
Plainville, MA 02762

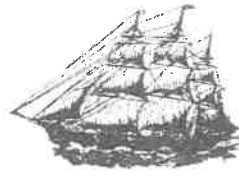
**Enc:**

BY: **Gene Weeks**

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# **AGENDA ITEM DIVIDER**

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## Kennebunkport Public Health

— INCORPORATED 1653 —

### **Kennebunkport Public Health**

December 12, 2022

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

Please accept this generous gift of \$50.00 from anonymous donor to the Nurses account (08-01-39). This money was granted to Kennebunkport Public Health dept to assist us with supplies, equipment, training, or any needs we see fit.



Thank you!

Alison Kenneway RN, BSN  
Kennebunkport Public Health

10-4  
220 8110

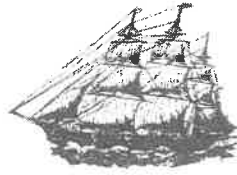
5266

DATE 12-12-22 

PAY TO Town of KPT \$ 50.00  
OR Five and no/100 DOLLARS   
M&T Bank FOR KPT Town Nurses,  
MEMO thank 1. 1. 1. 

5266

SPECIALTY GRAY



## Kennebunkport Public Health

— INCORPORATED 1653 —

### **Kennebunkport Public Health**

December 6 , 2022

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

Please accept this generous gift of \$100.00 from Janet Henry and Vernon Moore to the Nurses account (08-01-39). This money was granted to Kennebunkport Public Health dept to assist us with supplies, equipment, training, or any needs we see fit.

Thank you!

Alison Kenneway RN, BSN  
Kennebunkport Public Health

VERNON L MOORE  
JANET HENRY  
9 WEST ST.  
KENNEBUNKPORT, ME 04046

10-4  
220 8110

1005

DATE Dec 6, 2022



PAY TO THE  
ORDER OF

Town of Kennebunkport

\$ 100<sup>00</sup>/<sub>100</sub>

One hundred and 00/100

DOLLARS

Heat  
Reactive  
Ink

M&T Bank

MEMO

Nansen &

Janet Henry

1005

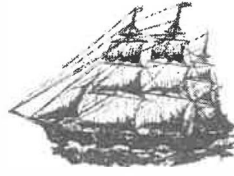
PRINTING FEATURES INCLUDING THE SECURITY SQUARE AND HEAT-REACTIVE INK DETAILS ON BACK

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# **AGENDA ITEM DIVIDER**

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## Kennebunkport Public Health

*INCORPORATED 1653*

### **Kennebunkport Public Health**

December 13, 2022

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

Please accept this donation of \$100.00 from David Kling & Kathryn Sanders.  
This gift is dedicated towards the emergency fuel fund.

Thank you!

Alison Kenneway RN, BSN

DAVID R. KLING  
KATHRYN J. SANDERS  
1 BLACKBERRY HILL RD.  
KENNEBUNKPORT, ME 04046-5729

1467  
94-221/1212  
3509

12/13/22 Date

Pay to the  
Order of

Town of Kennebunkport  
One hundred and no/100

\$100.00

Dollars



Photo  
Safe  
Deposit  
Details on back



Charles Schwab Bank  
Westlake, TX

High Yield Investor Checking

For

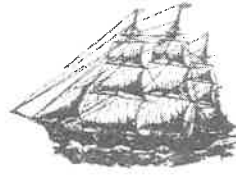
Fuel assistance

*[Signature]*

MP

67

Harder



## Kennebunkport Public Health

— INCORPORATED 1653 —

### **Kennebunkport Public Health**

November 14, 2022

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

Please accept this donation of \$360.00 from church On The Cape. This gift is dedicated towards the emergency fuel fund.

Thank you!

Alison Kenneway RN, BSN

CHURCH ON THE CAPE UNITED METHODIST  
P.O. Box 2740  
Kennebunkport, ME 04046  
207-967-5787

52-7450/2112

3309



11-7-22

TO THE ORDER OF  
*Kennebunkport Dept of Health*  
*Three hundred sixty and no/100* 360.00



*Fuel / Good Fund*

*Olata E. Triplett*

109