



## TOWN OF KENNEBUNKPORT, MAINE

### **Board of Selectmen Agenda May 27, 2021 @ 6:00 PM VIRTUAL MEETING VIA ZOOM ([Instructions](#))**

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Join by **computer or mobile device** and click on <https://zoom.us/j/94540425917>

or go to [ZOOM](#) and enter the **webinar ID: 945 4042 5917**

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

International numbers available: <https://zoom.us/u/adi6bcH2gd>

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1. Call to Order.
2. Approve the May 13, 2021 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. Public Hearing to consider applications for victualer's licenses for the period from June 1, 2021, through May 31, 2022.
5. Consider renewal liquor license extension submitted by Chez Rosa, LLC d/b/a Chez Rosa, located at 2 ocean Avenue, Building D.
6. Consider pricing for Geotech survey for communication towers and authorize the use of capital funds.
7. Consider request to fund Piping Plover Coordinator for summer 2021.
8. Discussion of streetlights.
9. Consider Arbor Day Proclamation.
10. Consider outdoor dining approvals for restaurants.
11. Discussion of future board meetings.
12. Other Business.
13. Approve the May 27, 2021, Treasurer's Warrant.
14. Executive Session per (MRSA 1, §405-6E) for discussion of union negotiations.
15. Executive Session per (MRSA 1, §405-6E) for discussion of a real estate matter.
16. Adjournment.

Town of Kennebunkport  
Board of Selectmen Meeting VIA Zoom  
May 13, 2021  
6:00 PM

**MINUTES**

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

**Others attending via Zoom:** Laurie Smith, David Powell, Tracey O'Roak, Jamie Mitchell, Jennifer Lord, Werner Gilliam, Christopher Mayo, Breese Regal, John Everett, Jon Dykstra, John Martin, Bill Walsh, Nina Pearlmutter, John Harcourt, Charles Simmons, Kate Burke, Sarah O'Sullivan and others.

**1. Call to Order**

Selectman Daggett called the meeting to order at 6:00 PM. He took roll call of Selectmen present: Allen Daggett, Patrick Briggs, Sheila Matthews-Bull and D. Michael Weston. Edward Hutchins was absent.

**2. Approve the April 22, 2021 selectmen meeting minutes.**

**Motion** by Selectman Matthews-Bull, seconded by Selectman Weston to approve the April 22, 2021 selectmen meeting minutes. **Roll Call Vote:** Briggs, Weston, Matthews-Bull and Daggett. **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.)

There were no public comments.

**4. Joint public hearing with the Planning Board on the proposed amendments to the Land Use Ordinance on the June 8<sup>th</sup> municipal ballot.**

**Motion** by Selectman Matthews-Bull seconded by Selectman Briggs to open the public hearing on the proposed amendments to the Land Use Ordinance on the June 8<sup>th</sup> municipal ballot. **Roll Call Vote:** Briggs, Weston, Matthews-Bull, and Daggett. **Voted:** 4-0. **Motion passed.**

Chair Daggett opened the public hearing at 6:06 pm.

The Planning Board opened their public hearing.

Werner Gilliam, Director of Planning and Development, gave an overview of the proposed amendments to the Land Use Ordinance.

Public Comment made by Robin Phillips.

**Motion** by Selectman Briggs seconded by Selectman Matthews-Bull to close the public hearing. **Roll Call Vote:** Briggs, Weston, Matthews-Bull, and Daggett. **Voted:** 4-0. **Motion passed.**

Chair Daggett closed the public hearing at 6:13 pm.

Planning Board closed their public hearing and adjourned at 6:13 pm

- 5. Public hearing on the following ordinance questions on the June 8<sup>th</sup> municipal ballot.**
- a. Proposed amendments to the Animal Control Ordinance. (Dogs on the Beach)
  - b. Proposed Short Term Rental Ordinance. (STR Regulation)
  - c. Proposed amendments to the Administrative Code. (Assessor as an appointed position)

**Motion** by Selectman Weston seconded by Selectman Briggs to open the public hearing on the proposed amendments on the June 8<sup>th</sup> municipal ballot. **Roll Call Vote:** Briggs, Weston, Matthews-Bull, and Daggett. **Voted:** 4-0. **Motion passed.**

Chair Daggett opened the public hearing at 6:14 pm.

- a. Kate Burke gave a brief overview of the proposed changes to the Animal Control Ordinance.

Public comments were made by Lisa Miller, Nina Pearlmutter, Richard Driver

- b. Werner Gilliam gave an overview of the Short Term Rental Ordinance.

Public comments were made by Sharon McCabe, Lisa Miller, Bill Starr, Lauren, Richard Smith.

- c. Werner Gilliam gave an overview of the amendments to the Administrative Code regarding the position of Assessor.

There were no public comments.

Chair Daggett closed the public hearing at 7:08 pm.

**5.1 Unveiling of the Annual Town Report dedication.**

Selectman Daggett announced that the Annual Report has been dedicated in the memory of Wayne T. Adams. He read the dedication. Sarah O'Sullivan spoke on behalf of the Adams family and expressed how much her father would have enjoyed being part of the town report.

**6. Consider renewal liquor license application submitted by Arundel Wharf Restaurant located at 43 Ocean Avenue.**

**Motion** by Selectman Matthews-Bull, seconded by Selectman Briggs to approve the liquor license submitted by Arundel Wharf Restaurant, 43 Ocean Avenue. **Roll Call Vote:** Briggs, Weston, Matthews-Bull, and Daggett. **Voted: 4-0. Motion passed.**

**7. Consider renewal liquor licenses application submitted by Musette LLC located at 2 Pier Road.**

**Motion** by Selectman Matthews-Bull, seconded by Selectman Weston to approve the liquor license submitted by Musette LLC located at 2 Pier Road. **Roll Call Vote:** Briggs, Weston, Matthews-Bull, and Daggett. **Voted: 4-0. Motion passed.**

**8. Presentation of award to Addie Redmond.**

Fire Chief, John Everett, recognized the efforts of Addie Redmond a young resident who lives off Wildes District Road.

*During the day on March 29, 2021 there had been a severe windstorm in our area. That evening Addie discovered a very hazardous situation as she walked to get the mail. The wind had started to uproot a large pine tree and caused the tree to touch the electrical wires that ran next to the tree. The tree was smoldering, and a small ground fire had started at the base of the tree as well. Addie recognized the seriousness of the situation and took steps to immediately notify the Kennebunkport Fire Department. Her actions prevented serious injury to anyone in the area. Addie is in the fifth grade at Consolidated School. GREAT JOB ADDIE.*

The Board of Selectmen recognized Addie's heroism and expressed their thanks with a round of applause.

**9. Presentation by Colony Hotel.**

Bill Walsh, Walsh Engineering presented a revised plan for the Colony Hotel right-of-way request.

**Motion** by Selectman Matthews-Bull seconded by Selectman Weston to approve the revised plan and to work with the Colony to formulate a formal agreement. **Roll Call Vote:** Briggs, Weston, Matthews-Bull, and Daggett. **Voted: 4-0. Motion passed.**

**10. Consider Government Wharf budget.**

Cape Porpoise Pier Harbormaster and Treasurer, Jennifer Lord, explained that the Government Wharf budget is an enterprise fund, and the revenues are paid through a fee system by the users. The fees will remain the same for FY 22.

**Motion** by Selectman Weston seconded by Selectman Matthews-Bull to approve the FY22 Government Wharf budget. **Roll Call Vote:** Briggs, Weston, Matthews-Bull, and Daggett. **Voted:** 4-0. **Motion passed.**

**11. Consider Cape Porpoise Pier budget.**

Cape Porpoise Pier Harbormaster and Treasurer, Jennifer Lord explained that the Cape Porpoise Pier Budget is an enterprise fund, and the revenues are paid through a fee system by the users. In order to balance the budget, the Pier Committee wishes to increase pier dues by CPI (1.6%) and increase the fuel surcharge by \$0.10 per gallon.

**Motion** by Selectman Weston, seconded by Selectman Matthews-Bull to approve the FY22 Cape Porpoise Pier budget. **Roll Call Vote:** Briggs, Weston, Matthews-Bull, and Daggett. **Voted:** 4-0. **Motion passed.**

**12. Consider Dock Square budget.**

Laurie Smith, Town Manager, explained that the Dock Square budget is an enterprise fund, and the revenues are paid through user fees at the parking lot. Wages increased in FY 21 as we now pay for Dock Square community safety officers through this account. In FY 22 We also plan to use \$40,000 for the paving of Main Street near Dock Square.

The revenues decreased in FY 21 due to the pandemic and the use of the parking lot for outside dining. We are in hopes that revenues will increase in FY 22 with the easing of the pandemic, although Hurricanes will still be using some spots for dining.

**Motion** by Selectman Matthews-Bull seconded by Selectman Weston to approve the FY22 Dock Square budget. **Roll Call Vote:** Briggs, Weston, Matthews-Bull, and Daggett. **Voted:** 4-0. **Motion passed.**

**13. Consider Recreation Special Revenue budget.**

Breese Regal, the acting Parks & Recreation Director, reviewed the recreation special revenue budget that complements the general fund budget. The revenues for all programming are received in the special revenue account and then a portion (\$60,000 in FY 22) will be transferred to the general fund revenues. This funding model gives the department flexibility in programming throughout the year. We are in hopes that FY 22 will be a "normal" programming year.

**Motion** by Selectman Matthews-Bull seconded by Selectman Briggs to approve the FY22 Recreation Special Revenue budget. **Roll Call Vote:** Briggs, Weston, Matthews-Bull, and Daggett. **Voted:** 4-0. **Motion passed.**

**14. Award bid for SCBA Bottles.**

John Everett, Fire Chief, advised that it is time for us to replace ten SCBA bottles and two valves that have reached the end of their life cycle. The Fire Department received two quotes as follows:

Fire Tech Safety: \$11,014  
IPS: \$11,834.

**Motion** by Selectman Weston seconded by Selectman Matthews-Bull to award the bid to Fire Tech Safety in the amount of \$11,014. **Roll Call Vote:** Briggs, Weston, Matthews-Bull, and Daggett. **Voted:** 4-0. **Motion passed.**

**15. Other Business.**

There was no other business.

**16. Approve the May 13, 2021, Treasurer's Warrant.**

**Motion** by Selectman Matthews-Bull seconded by Selectman Briggs to approve the May 13, 2021 Treasurer's warrant. **Roll Call Vote:** Briggs, Weston, Matthews-Bull, and Daggett. **Voted:** 4-0. **Motion passed.**

**17. Executive Session per (MRSA 1, §405-6D) for discussion of union negotiations.**

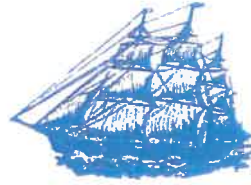
**18. Executive Session per (MRSA 1, §405-6E) for discussion of a real estate matter.**

**19. Executive Session per (MRSA 1, §405-6E) for consultation between the Board of Selectmen and its attorney concerning the legal rights and duties for pending or contemplated litigation.**

**20. Adjournment.**

Motion to adjourn was made, seconded and approved after discussion in Executive Session.

Submitted by,  
Tracey O'Roak, Administrative Assistant



TOWN OF KENNEBUNKPORT, MAINE

– INCORPORATED 1653 –

**VICTUALER’S LICENSING HEARING**

**May 27, 2021**

We, the undersigned officials of the Town of Kennebunkport and Members of the Victualer’s Licensing Board, do authorize the Town Clerk to issue a Victualer’s License to the business establishments on the attached sheet. The license shall be valid from June 1, 2021 through May 31, 2022 in accordance with the provisions of the Victualer’s Licensing Ordinance adopted by the Town on March 21, 2000.

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Sheila Matthews-Bull

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Edward W. Hutchins, II

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Patrick A. Briggs

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Allen A. Daggett

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W. Michael Weston

BUSINESS NAME	BUSINESS LOCATION	CONTACT NAME	MAILING ADDRESS	CITY/STATE	ZIP
1802 House	15 Locke Street	Eileen Robley	15 Locke Street	Kennebunkport, ME	04046
A.V. Murray & Company	56 Abenaki Way	Nancy F. Murray	P.O. Box 345	Kennebunkport, ME	04046
Alisson's Restaurant	11 Dock Square	Pamela Padgett	P.O. Box 344	Kennebunkport, ME	04046
Arundel Wharf Restaurant	43 Ocean Ave.	Robert Williamson	P.O. Box 1950	Kennebunkport, ME	04046
Aunt Marie's Ice Cream	10 Ocean Ave.	J. Steven Kingston	P.O. Box 1931	Kennebunkport, ME	04046
Bradbury Bros. Market	167 Main Street	James Faiella	169 Maine Street	Cape Porpoise, ME	04014
Breakwater Inn	131-133 Ocean Avenue	Karl Whipple	PO Box M	Kennebunkport, ME	04072
Cape Arundel Golf Club	19 River Road	Thomas Moffatt	P.O. Box 1447	Kennebunkport, ME	04046
Cape Arundel Inn	208 Ocean Ave	Jana Bissonnette	2 Livewell Drive, #203	Kennebunk, ME	04043
Cape Pier Chowder House	79 Pier Road	Allen & Wanda Daggatt	P.O. Box 7217	Cape Porpoise, ME	04014
Cape Porpoise Kitchen	1 Mills Road	Peggy Smith Liversidge	P.O. Box 231	Kennebunkport, ME	04046
Captain Fairfield Inn	8 Pleasant Street	Robert Blood	29 Main St.	Amesbury, MA	01913
Captain Jefferts Inn	5 Pearl Street	Robert Blood	29 Main St.	Amesbury, MA	01913
Captain Lord Mansion	6 Pleasant Street	Robert Blood	29 Main St.	Amesbury, MA	01913
Captain's Garden House	35 Maine Street	Robert Blood	29 Main St.	Amesbury, MA	01913
Chetwynd House Inn	4 Chestnut Street	Robert Knowles	P.O. Box 130	Kennebunkport, ME	04046
Chez Rosa Bistro	2 Ocean Ave.	Yazmin Saraya Jean	328 Flag Pond Rd	Saco, ME	04072
Clubhouse at Cape Arundel	8 Old Fort Ave.	Jana Bissonnette	2 Livewell Drive, #203	Kennebunk, ME	04043
Dock Square Coffee House	18 Dock Square	Anette Barba	P.O. Box 3068	Kennebunkport, ME	04046
Fiafia, LLC	8 Spring Street	Monica King/Matt Douglas	PO Box 842	Kennebunkport, ME	04046
Five Acre Farm	1 Bryant Lane	Melinda Anderson	43 Bryant Lane	Kennebunkport, ME	04046
From Anne's Garden	230 Beachwood Ave.	Anne Dolinsky	230 Beachwood Ave.	Kennebunkport, ME	04046
Goose Rocks Beach General Store	3 Dyke Road	H. Stedman Seavey	154 Wildes District Rd	Kennebunkport, ME	04046
Goose Rocks Dairy	278 Mills Road	Nicholas Costello	P.O. Box 2737	Kennebunkport, ME	04046
Goose Rocks Dairy Breakfast	278 Mills Road	Nicholas Costello	P.O. Box 2737	Kennebunkport, ME	04046
Harbor Inn	90 Ocean Avenue	Bill Dries	P.O. Box 707	Kennebunkport, ME	04046
Hidden Pond	356 Goose Rocks Road	Kristen Caouette	2 Livewell Drive, #203	Kennebunk, ME	04043
Hurricane Restaurant	29 Dock Square	Taylormade Hospitality, Inc.	P.O. Box 1801	Kennebunkport, ME	04046
Kennebunk River Club	116 Ocean Avenue	Lou Rava	P.O. Box 994	Kennebunkport, ME	04046
Kerengende	13 Spruce Avenue	Sarene Matthysen	13 Spruce Ave	Kennebunkport, ME	04046
Lodge on the Cove	29 South Main Street	Justin Grimes	2 Livewell Drive, #203	Kennebunk, ME	04043
Mabel's House	126 Ocean Ave.	First Serve Hospitality	P.O. Box 630	Kittery, ME	03904
Mabels Lobster Claw	124 Ocean Ave.	First Serve Hospitality	P.O. Box 630	Kittery, ME	03904
Maine Stay Inn & Cottages	34 Maine Street	Robert Blood	29 Main St.	Amesbury, MA	01913
Musette LLC	2 Pier Road	Selena Gearinger	P.O. Box 1254	Kennebunkport, ME	04046
Nonantum Resort	95 Ocean Ave.	Tina Gordon	P.O. Box 2626	Kennebunkport, ME	04046
Nunan's Lobster Hut	9 Mills Road	Richard & Keith Nunan	9 Mills Road	Kennebunkport, ME	04046
Old Parsonage Guest House	15 School Street	Christopher Spita	15 School Street	Kennebunkport, ME	04046
Old Salt's Pantry	5 Ocean Ave	John Belyea	P.O. Box 401	Kennebunkport, ME	04046
Port Lobster Company	122 Ocean Ave.	Allen Daggatt	P.O. Box 729	Kennebunkport, ME	04046
Rhumb Line Resort	41 Turbats Creek Road	Sheila Matthews-Bull	41 Turbats Creek Road	Kennebunkport, ME	04046
Rococo Ice Cream	6 Spring Street	Lauren Guptill	538 School Street	Berwick, ME	03901



BUSINESS NAME	BUSINESS LOCATION	CONTACT NAME	MAILING ADDRESS	CITY/STATE	ZIP
Roma Pizza & Pasta	5 Union Street	Rich Alonardo	PO Box 23	Kennebunkport, ME	04046
Sandy Pines Campground	277 Mills Road	Valerie Gendron	2 Livewell Drive, #201	Kennebunk, ME	04043
Satellite Doughnuts	4 Spring Street	J. Steven Kingston	PO Box 1931	Kennebunkport, ME	04046
Seashore Trolley Museum	195 Log Cabin Road	Sherri Alcock	P.O. Box A	Kennebunkport, ME	04046
The Boathouse Hotel	21 Ocean Ave.	Terri Coakley	2 Livewell Drive, #203	Kennebunk, ME	04043
The Candy Man	20 Dock Square	John Biagioni	P.O. Box 1271	Kennebunkport, ME	04046
The Colony Hotel	140 Ocean Ave.	John Martin	140 Ocean Ave.	Kennebunkport, ME	04046
The Kennebunkport Inn	1 Dock Square	Christine Reid	2 Livewell Drive, #203	Kennebunk, ME	04043
The Lost Fire	62 Mills Road	Geman Lucarelli	PO Box 3097	Kennebunkport, ME	04046
The Ramp Grill, LLC	77 Pier Road	Yalcin Kaya	P.O. Box 487	Kennebunkport, ME	04046
Three Sea's Lobster & Fish	130 Main Street	Colby Nunan	16R Turbats Creek Rd	Kennebunkport, ME	04046
Three M's Treats LLC dba Ben & Jerrys	5 Union Street	Thomas Murphy	PO Box 1252	Kennebunkport, ME	04046
Tides Beach Club	254 Kings Highway	Meg Barnes	2 Livewell Drive, #203	Kennebunk, ME	04043
Wolff Farm & Lobster	18 Wolff Farm Lane	Bernd Wolff	18 Wolff Farm Lane	Kennebunkport, ME	04046
Yachtsman Hotel & Marina Club	57 Ocean Avenue	Terri Coakley	2 Livewell Drive, #203	Kennebunk, ME	04043

Division of Liquor Licensing & Enforcement  
8 State House Station, Augusta, ME 04333-0008 (Regular Mail)  
10 Water Street, Hallowell, ME 04347 (Overnight Mail)  
Telephone (207) 624-7220 Fax: (207) 287-3434  
Email Inquiries: [MaineLiquor@maine.gov](mailto:MaineLiquor@maine.gov)



REQUEST FOR EXTENSION OF LICENSE ON PREMISE

Legal Name: Chez Rosa LLC License Number: 1204621  
DBA Name: Chez Rosa Expiration Date: \_\_\_\_\_  
Physical Address: 2 Ocean Ave Building D City, State, Zip kennebunkport, ME 04046  
Mailing address: P.O. Box 621 kennebunkport, ME 04046  
Street / PO Box City State Zip  
Phone: 207-204-0183 Fax: \_\_\_\_\_ Email address: ky.rosa16@gmail.com

Name, address, telephone number of Property Owner (if property is rented or leased, need copy of rental agreement / lease):

Ray Shmalo, P.O. Box 1018 Kennebunkport, ME 04046 207-229-6186

Temporary  Permanent  Inside  Outside  Live Entertainment: Yes  No

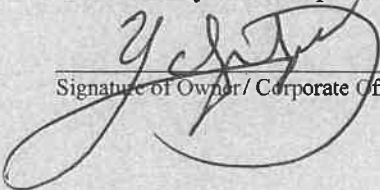
Start Date: 05-28-2021 End Date (if applicable): 10/11/2021

Reason for this request: Covid-19 distancing with tables. We want to keep everyone as safe as possible.

This request for an extension of service area for on premise license location MUST have Town / County Commission approval and MUST have a diagram submitted with this form.

Outdoor Restrictions:

There must be a stanchion or fence completely enclosing the area. Signs must be posted, stating "no alcohol beyond this point". There must be sufficient employees at the extension of premise, which would be able to control and monitor the area.

  
Signature of Owner/ Corporate Officer

Yazmin Saraya Jean  
Printed Name of Owner/ Corporate Officer

**For Municipal Approval Only**

**TO STATE OF MAINE MUNICIPAL OFFICERS & COUNTY COMMISSIONERS:**

Hereby certify that we have complied with Section 653 of Title 28-A Maine Revised Statutes and hereby approve said application.

Dated at: \_\_\_\_\_, Maine \_\_\_\_\_  
City/Town (County)

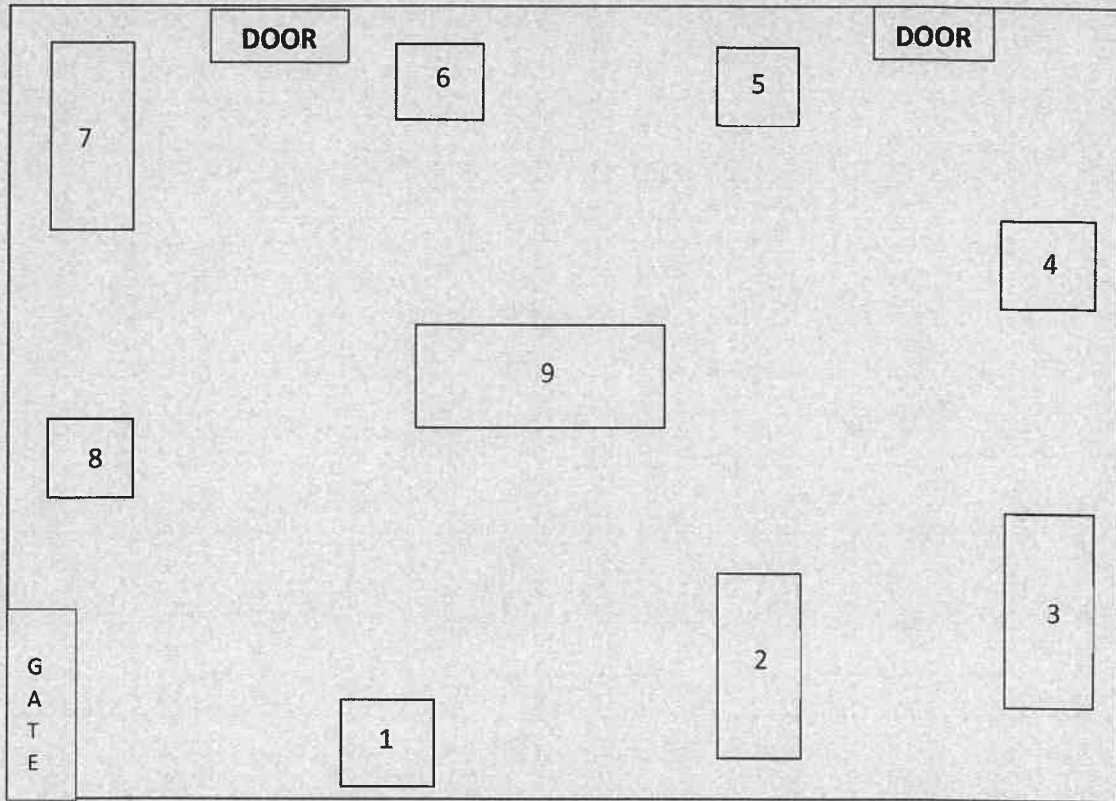
On: \_\_\_\_\_  
Date

The undersigned being:  Municipal Offices  County Commissioners of the  
 City  Town  Plantation  Unincorporated Place of: \_\_\_\_\_, Maine

Signature of Officials	Printed Name	Title

CHEZ ROSA'S OUTDOOR SPACE

ABACUS FENCED IN PATIO FLOOR PLAN



space is completely fenced in and there will always be at least 2 staff members at all times supervising.

No alcohol beyond this point placed on the entrance gate. space has been approved to use by code enforcement.

Yazmin Saraya



## **R.W. Gillespie & Associates, Inc.**

Geotechnical Engineering • Environmental Consulting • Materials Testing Services

21 May 2021

Eric J. Labelle, P.E., Principal Project/Process Engineer  
Town of Kennebunkport  
6 Elm Street  
Kennebunkport, ME 04046

VIA EMAIL: [elabelle@kennebunkportme.gov](mailto:elabelle@kennebunkportme.gov)

Subject: Proposal for Geotechnical Engineering Evaluation  
Self-Supported Communication Towers  
Kennebunkport, Maine  
RWG&A Proposal No. P-10782.GI

Dear Mr. Labelle:

R.W. Gillespie & Associates, Inc. (RWG&A) is pleased to present the following proposal for geotechnical engineering evaluations related to the two planned self-supported lattice towers. One tower would be installed at the Goose Rock Fire Station, and the other would be installed at the town's sewer treatment plant off of School Street. It's understood that the towers would be in the range of 100 to 150 feet tall. The purpose of RWG&A's services for this project will be to obtain information regarding subsurface conditions on which to base recommendations about the geotechnical aspects of the design and construction of the tower foundations. The following paragraphs present RWG&A's understanding of the project, anticipated geotechnical conditions, the proposed scope of services, and fee.

### ***Project Description***

RWG&A's understanding of the proposed construction and requested services is based on communications with you on 11 May 2021 and the planned tower coordinates provided in the email dated 18 May 2021; 2:38 PM. The tower at the Goose Rock Fire Station tower will be northeast of the fire station building, and the tower at the treatment plan will be located in an open lawn area in the northwest part of the sewer treatment plant property.

The tower designer's geotechnical exploration requirements and structural design information such as foundation reaction vertical and horizontal design loads were unavailable when this proposal was prepared. Structural design information will be needed for use in the geotechnical engineering evaluations. The scope proposed herein is based on RWG&A's experience with similar communication towers and anticipated subsurface conditions. RWG&A recommends the tower's structural design engineer review the technical scope provided in this proposal. RWG&A should be notification modifications to the scope are needed.

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Corporate Office: 20 Pomerleau Street, Suite 100 • Biddeford, ME 04005 • 207-286-8008 • Fax 207-710-0000  
Branch Offices: 177 Shattuck Way, Suite 1 West • Newington, NH 03801 • 603-427-0244 • Fax 603-430-2041  
44 Wood Avenue, Suite 1 • Mansfield, MA 02048 • 508-623-0101

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

***Anticipated Subsurface Conditions***

Based on a review of available subsurface information, subsurface conditions at the Goose Rocks Fire Station tower site are expected to consist primarily of naturally deposited silty sand with gravel to silty clay. Groundwater and bedrock are anticipated at depths of less than 10 feet below ground surface.

RWG&A provided geotechnical engineering services for additions to the nearby Kennebunkport Consolidation School. Subsurface conditions encountered in the south part of the school site consisted of compressible silty clay deposits extending to about 50 feet below local ground surface. Geologic mapping information indicates the silty clay deposits become thinner and bedrock is shallower toward the west of the school building.

***Proposed Scope of Services***

Based on our understanding of the project and anticipated subsurface conditions, RWG&A proposes the following scope of services:

1. Review readily available geologic and soil mapping information (note: completed).
2. Prepare a geotechnical subsurface exploration and sampling program to obtain subsurface information for use in geotechnical engineering evaluations. Each tower's exploration program would consist of one soil boring at the planned tower center location advanced to a depth of about 30 feet below ground surface or a refusal surface, whichever occurs first. The boring would be advanced 10 feet into the refusal surface using rock core drilling and sampling methods if a refusal surface is encountered within 10 feet of local ground surface.

The fee estimate is based on completing the soil borings for both sites in one drill crew-day (8-hours on-site per day) and clear and direct access to the locations. The actual number and type of explorations performed would depend on the progress of the work and the time available.

3. Contact DigSafe and OK-TO-DIG to locate public utilities as needed to conduct the explorations. It's understood others would mark the tower center locations at no cost to RWG&A.

Not all public utility entities will locate their utilities on private property, and they will not locate private utilities. The fee estimate is based on others verifying that marked boring locations do not conflict with non-DigSafe-member utilities such as irrigation lines, light pole electric lines, etc. The cost for private utility location is not included in the fee estimate; RWG&A can arrange for these services if requested.

RWG&A requests an electronic file of the site survey drawing provided in AutoCAD 2022 compatible format showing existing and proposed conditions, including topography and all public and private underground water, sewer, storm drains, electric service, gas service, underground storage tanks (USTs), foundations, and other buried structures.

4. Arrange to have the test borings made by a drilling contractor as a subcontractor to RWG&A. RWG&A would provide technical monitoring of the subsurface exploration activities so that depths, locations, and samples can be modified in response to the subsurface conditions encountered. RWG&A's representative would develop field boring logs based on recovered samples, auger cuttings, and observations using the procedures outlined in *ASTM D2488, Standard Practice for Description and Identification of Soils (Visual-Manual Procedure)*.

The test borings and probes would be advanced to depths indicated above or to refusal surfaces, whichever occurs first. For the geotechnical evaluation, refusal is defined as 100 blows with a 140-lb. drop hammer for 1 foot or less penetration of a split-barrel sampler or probe rod or an inability to advance a probe or auger with reasonable effort as determined by the driller and RWG&A representative.

Standard penetration resistance tests (*ASTM D1586, Standard Test Method for Penetration Test and Split-Barrel Sampling of Soils*) would be performed at about 5-foot intervals, the field representative's discretion, or the weight of hammer in silty clay, whichever is encountered first. Field vane testing to estimate undrained shear strength and/or thin-walled tube sampling would be conducted in medium to soft silty clay deposits instead of standard penetration testing. Samples would be transported to RWG&A's soil testing laboratory.

If refusal is encountered within 10 feet of local ground surface, the refusal surface would be cored feet into the refusal surface using N-series rock core drilling and sampling methods to determine the nature of the refusal material (i.e., bedrock, boulder, or other obstruction). The cost for 10 feet of drilling into rock is excluded since it might not be needed.

Free water levels would be observed as the explorations are advanced and measured after each exploration. Borings would be backfilled with cuttings extracted from the borehole and/or driller-supplied silica sand. Completed boreholes would be backfilled with cuttings from the explorations and marked for survey by others. RWG&A would record boring locations using a consumer-grade global navigation satellite system device with a clear sky horizontal accuracy of 6 to 15 feet.

RWG&A intends to use a track or truck-mounted drill rig. Although the drill rig equipment has relatively low ground pressure, rutting of the ground surface and marring of surfaces will occur. Rutting and marring will be more severe if explorations are conducted during wet weather and soft ground conditions. The Owner should anticipate that the ground surface of the backfilled borings will settle and result in depressions at the ground surface. The Owner should anticipate the need to refill the boreholes and re-grade areas the drill rig has traveled over. Restoration by RWG&A or the drilling subcontractor other than on the date backfilled and as described above is not included.

5. Perform laboratory tests on soil samples recovered from the subsurface explorations to aid in soil description and determination of engineering properties needed for foundation design and site development analysis. As envisioned, tests would include natural moisture content and grain-size distribution.

If necessary, one-dimensional consolidation and vane shear strength tests might be performed on thin-walled tube samples, and unconfined compressive strength testing of rock cores might be performed (note: the unit costs for these tests are shown in Table I, but they are excluded from the fee since they might not be needed). RWG&A would notify the Town of Kennebunkport for authorization before performing consolidation, laboratory vane shear strength, and/or unconfined compressive strength of rock tests.

6. Evaluate acquired field, office, and laboratory data concerning the proposed tower and site development with emphasis on foundation type, allowable foundation loads, ground floor slabs, lateral load resistance, seismic site coefficient, and excavations.

RWG&A expects all parameters applicable to the geotechnical aspects of the tower foundation design (i.e., load, foundation type, settlement tolerances, and special features), current and proposed site grades, as prepared by the project designers, will be provided to RWG&A. The geotechnical design parameters will be needed before geotechnical engineering analyses can begin. Evaluations would be conducted and recommendations prepared for one layout and one grading plan, one set of design parameters, and foundation type (i.e., spread footings without soil improvement).

7. Prepare a report of geotechnical evaluation presenting our findings, conclusions, and recommendations for design of the proposed construction including, but not necessarily limited to, the following:

Allowable Bearing Pressure	Settlement Estimates
Lateral Earth Pressure	Lateral Load Resistance
Frost Protection	Bedrock Removal
Reuse of On-site Soils	Site Preparation Issues

8. Provide a copy of the Report of Geotechnical Evaluation to the Town of Kennebunkport in Adobe® PDF format.

***Limitations***

RWG&A's proposed scope of services excludes an environmental site assessment relative to oil and hazardous materials or evidence of a potential release or threat of oil or hazardous materials on, below, or around the site.

***Schedule***

RWG&A would schedule the drilling subcontractor upon receipt of authorization to proceed. RWG&A has tentatively scheduled the drilling for the first week of June 2021, provided notice to proceed is received on or before 25 May 2021. If authorization is received later, then the drilling subcontractor would be rescheduled for the next available date the subcontractor and RWG&A are available to complete the explorations in one mobilization. The planned drilling contractor is typically available within about two to three weeks of notice to proceed. The report would be available within ten to fifteen business days of completing the laboratory testing program or receipt of requested project design information, whichever is later.

***Fee***

The lump sum fee for the above scope of services is \$6,000, as detailed in the table below. The fee would not be exceeded without written authorization.

<b>Item</b>	<b>Fee Basis</b>
Drilling Subcontractor (Mobilization, Drilling, and Supplies)	\$2,500
RWG&A Exploration Services (Contact DigSafe, Drilling Observation, Mileage, and Expenses)	\$1,500
Geotechnical Laboratory Testing (Excludes Consolidation and Compressive Strength of Rock)	\$200
Geotechnical Evaluations and Report Preparation	<u>\$1,800</u>
<b>Not to Exceed Fee:</b>	<b><u>\$6,000</u></b>


The fee does not include time to attend project meetings other than as noted above and/or to prepare or review construction drawings and specifications. If needed, those and other requested services not identified above would be charged on a time and expense basis using the unit rates provided in Table I.

***Closure***

Geotechnical engineering services will be provided in accordance with the attached Terms and Conditions. If the above arrangements are satisfactory, please sign one copy of this proposal and return it to RWG&A. This will serve as our notice to proceed.

RWG&A looks forward to working with the Town of Kennebunkport on this project. If you have any questions about this proposal, please contact us.

Sincerely,  
R.W. GILLESPIE & ASSOCIATES, INC.

  
Erik J. Wiberg, P.E.  
President

EJW:md

**Attachments**

- Authorization for Geotechnical Engineering Evaluation
- Table I – Unit Rate Schedule
- Terms and Conditions (4 pages)



**Authorization for Geotechnical Engineering Evaluation  
Self-Supported Communication Towers  
Kennebunkport, Maine  
RWG&A Proposal No. P-10782.GI  
Lump Sum Fee: \$6,000**

The above arrangements are understood and accepted.

Town of Kennebunkport.

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

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

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

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

TABLE I  
UNIT RATE SCHEDULE  
GEOTECHNICAL ENGINEERING EVALUATION  
SELF-SUPPORTED COMMUNICATION TOWERS  
KENNEBUNKPORT, MAINE

<u>ITEM</u>	<u>UNIT</u>	<u>UNIT COST</u>
<u>Part I - Personnel &amp; Equipment</u>		
Geologist	Hour	\$ 75.00
Overtime - over 8 hrs./day	Hour	105.50
Geotechnical Engineer	Hour	85.00
Project Geotechnical Engineer	Hour	115.00
Senior Geotechnical Engineer	Hour	130.00
Principal Geotechnical Engineer	Hour	155.00
Mileage	Miles	0.62
Lodging	Night	150.00
M&IE	Day	57.00
Administrative Assistant	Hour	57.00
Word Processing/Secretary	Hour	57.00
AutoCAD Drafting/Graphics	Hour	60.00
Tolls	Cost	Cost + 15%
Bindings Supplies	Report Copy	1.50
Outside Services, other supplies, reprographics, out-of-pocket expenses	Cost	Cost + 15%
Rock Bit Wear	LF	23.00
<u>Part II - Laboratory Tests</u>		
Gradation	Each	\$ 82.00
Natural Moisture	Each	10.00
Unconfined Compressive Strength of Rock	Each	250.00

## TERMS AND CONDITIONS GEOTECHNICAL SERVICES

### 1. CHARGES

Personnel: Charges are computed on an hourly rate schedule listed in the proposal unless otherwise stated in the proposal. Annual increases will not exceed an average of ten (10) percent per classification.

Equipment, Subcontractors, and Supplies: Charges for specialized equipment, mileage, subcontractors, consultants, laboratories, and supplies required to complete the project are itemized in the proposal. A fifteen (15) percent fee is added to all subcontract invoices to cover handling and added costs.

### 2. TEST BORINGS, ANALYTICAL TESTING AND OTHER SUBCONTRACT

To perform test borings, analytical testing, and other services, R.W. Gillespie & Associates, Inc. will engage a subcontractor. At your request, we can arrange for you to enter into a direct contract with the subcontractor. In that event, invoices for these outside services will be forwarded to you for your direct payment to the subcontractor.

### 3. INVOICES

Invoices are issued monthly, payable upon receipt. Amounts not paid within thirty (30) days are subject to a service charge of one and one-half (1-1/2) percent per month. Client agrees to pay all fees including attorney fees, court costs, or other expense, incurred for the collection of delinquent accounts. If the Client objects to all or any portion of the invoice or service, Client shall so notify R.W. Gillespie & Associates, Inc. within 14 calendar days of the invoice date, identify any defect and/or cause of the disagreement, and pay when due that portion of the invoice, if any, not in dispute. Payment of invoices is in no case subject to unilateral discounting or set-offs by Client. The Client's right to use R.W. Gillespie & Associates, Inc.'s work product, including its instruments of service, is contingent upon timely and full payment of all fees and costs payable under this agreement.

### 4. SUSPENSION OF SERVICES

If the Client fails to make payments when due or otherwise is in breach of this agreement, R.W. Gillespie & Associates, Inc. may suspend performance of services upon five (5) calendar days' notice to the Client. R.W. Gillespie & Associates, Inc. shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this agreement by the Client. If the Client fails to make payment to the consultant in accordance with the payment terms herein this shall constitute a material breach of this agreement and shall be cause for termination by R.W. Gillespie & Associates, Inc.

### 5. SAMPLES

All samples acquired by us (soil, concrete, rock, etc.) will be discarded thirty (30) day after submission of our final report, unless you advise us otherwise. Upon Client's written request, we will forward the samples at your cost, or will store them for you for an agreed period and storage charge.

### 6. RIGHT OF ENTRY ON-SITE

Unless otherwise agreed, the Client will furnish right of entry on the site for us to make test borings, test pits, explorations, and other evaluations. We will take reasonable precautions to minimize damage to the site from use of equipment but have not included in our fee the cost for restoration of damage that may result from these operations. Any site restoration requested in writing will be accomplished and the cost will be added to our fee.

We will take reasonable precautions to avoid damage to buried utilities, including utilizing the services of DigSafe as an attempt to locate unknown underground utilities. However, we will not be

responsible for damage or injury resulting from our explorations for your project which encountered unknown or incorrectly located utilities or structures.

Client acknowledges that it is now and shall remain in control of the site at all times. R.W. Gillespie & Associates, Inc., does not, by this agreement with Client, assume any responsibilities or liabilities with respect to the site. R.W. Gillespie & Associates, Inc. shall be solely responsible for its employees' activities on the job site, but this shall not be construed to relieve owner or any construction contractors from their responsibilities for maintaining a safe job site.

## 7. UNANTICIPATED CONDITIONS

Hazardous substances may exist at a site where there is not reason to believe they could or should be present. If during the performance of our services, any unforeseen hazardous or potentially hazardous substances or conditions, or other unforeseen conditions or occurrences are encountered, which in our sole judgment significantly affect or may affect the services, the risk involved in providing the services, or the recommended scope of services, we will promptly notify Client. R.W. Gillespie & Associates, Inc., and Client agree that the discovery of such conditions constitutes a significant change in the scope of services originally outlined. Based on our evaluation of conditions, we may:

- a. If practicable, in our sole judgment, complete the original scope of services in accordance with the procedures originally intended in the proposal.
- b. Stop work pending agreement with Client to modify the scope of services and estimate of charges to include evaluation of the previously unforeseen conditions and occurrences.
- c. Terminate the services effective on the date specified by us in writing. Client waives any claim against R.W. Gillespie & Associates, Inc., and agrees to indemnify and defend and hold R.W. Gillespie & Associates, Inc.'s encountering of unanticipated hazardous materials or suspected hazardous materials.

## 8. INFORMATION PROVIDED BY OTHERS

For purposes of economy and expediency, R.W. Gillespie & Associates, Inc. will rely on information provided by Client and indicate to Client information needed to form an opinion. It is understood that it is not practicable to identify all information needed until after services begin. Furthermore, it is understood that Client will provide R.W. Gillespie & Associates, Inc. with as much of such information requested that is available to Client, inform R.W. Gillespie & Associates, Inc. of reports or materials prepared by others that relate to R.W. Gillespie & Associates, Inc.'s portion of the work, and that Client will furnish these to R.W. Gillespie & Associates, Inc. R.W. Gillespie & Associates, Inc. is unable to ensure the sufficiency of such information, either because doing so is impossible, or because of errors or omissions others may have committed when assembling the information. Accordingly, it is understood that Client will, to the fullest extent permitted by law, waive any claim against R.W. Gillespie & Associates, Inc., and indemnify, defend, and hold R.W. Gillespie & Associates, Inc. harmless arising from any claim or liability for injury or loss, arising from alleged error, omissions, or inaccuracies in documents or other information provided to R.W. Gillespie & Associates, Inc. Client agrees to compensate R.W. Gillespie & Associates, Inc. for any time and other expenses incurred by R.W. Gillespie & Associates, Inc. in defense of any such claim. Such compensation will be based on R.W. Gillespie & Associates, Inc.'s prevailing fee schedule and expense reimbursement policy.

## 9. EXCUSABLE DELAYS

The Client agrees that R.W. Gillespie & Associates, Inc. is not responsible for damages arising directly or indirectly from any delays for causes beyond R.W. Gillespie & Associates, Inc.'s control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, epidemics or pandemics, power blackouts, war or other emergencies; civil or military authority; failure of any



15. **LIMITATION OF LIABILITY**  
The Client and R.W. Gillespie & Associates, Inc., agree, to the fullest extent permitted by law and not withstanding any other provisions in this agreement, the total liability of R.W. Gillespie & Associates, Inc., and its officers, directors, owners, shareholders, employees, agents, and subconsultants or any of them, the Client and anyone claiming by, through or under the Client, for any and all claims, losses, costs of damages, of any nature whatsoever, arising out of, resulting from, or in any way related to the project or this agreement, from any cause or causes, including but not limited to the negligence, professional error or omissions, strict liability, breach of contract, or other civil liability, shall not exceed the total compensation received by R.W. Gillespie & Associates, Inc., or the total amount of \$50,000.00, whichever is less. If the Client prefers not to limit R.W. Gillespie & Associates, Inc., liability to this sum, we may agree to increase the limit of liability in \$25,000 increments up to \$100,000 provided that the Client agrees to pay an additional consideration of five (5) percent of the incremental increase in the limit for this waiver. The request for this option must be made by the Client in writing at the time the Client accepts the proposal. The charge is consideration for the greater risk involved in performing work for which the limitation of liability exceeds the total compensation received by R.W. Gillespie & Associates, Inc., or the amount of \$50,000, whichever is less. It should not be construed as a charge for professional liability insurance.
16. **THIRD-PARTY BENEFICIARIES**  
Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the R.W. Gillespie & Associates, Inc. R.W. Gillespie & Associates, Inc.'s services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client and R.W. Gillespie & Associates, Inc. agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.
17. **OWNERSHIP OF INSTRUMENTS OF SERVICES**  
All reports, plans, specifications, field data and notes, and other documents, including all documents on electronic media, prepared by R.W. Gillespie & Associates, Inc., as instruments of service shall remain the property of R.W. Gillespie & Associates, Inc.
18. **GOVERNING LAW**  
The laws of the State of Maine will govern the validity of this agreement, its interpretation and performance. \_\_\_\_\_



# MAIN-LAND

DEVELOPMENT  
CONSULTANTS, INC.

ENGINEERS, SURVEYORS, SCIENTISTS

P.O. BOX Q LIVERMORE FALLS, ME 04254  
TEL: (207) 897-6752/FAX: (207) 897-5404  
WWW.MAIN-LANDDCI.COM

May 10, 2021

Town of Kennebunkport  
P.O Box 566  
Kennebunkport, ME 04046  
Attention: Mr. Eric J. LaBelle, P.E., Principal Project/Process Engineer

**SUBJECT:** Proposal Agreement for Professional Services  
Geotechnical Evaluations and Reports  
Two Proposed Communication Tower Sites  
Kennebunkport, ME

Dear Eric,

Main-Land Development Consultants, Inc. (Main-Land) appreciates this opportunity to provide a geotechnical proposal to the Town of Kennebunkport, Maine for the subject project. We understand that the Town proposes two new communication tower sites, and the tower designers require geotechnical recommendations in support of their foundation and site designs for the towers.

## **PROJECT SITES:**

The project sites are: 25 Recreation Way (at the Treatment Plant behind Consolidated School), and 2 Winter Harbor Road (at Goose Rocks Beach Fire Station)

## **PROJECT GOALS:**

Main-Land understands that the Town requests geotechnical evaluations of the tower sites and a report for each of the proposed new communication towers.

## **SCOPE OF SERVICES:**

Main-Land will deliver a geotechnical report for each of the two locations evaluating the subsurface conditions at each proposed tower site and providing foundation recommendations. It is understood that the geotechnical reports will be to assist the tower designer in their tower foundation design and general geotechnical considerations related to site development.

This proposal assumes that Main-Land will Dig Safe the sites. As part of the Dig Safe process, Main-Land will ask the Town for their knowledge of existing private subsurface utilities which may exist in the vicinity of the proposed test borings of which Dig Safe might be unaware. In order to minimize potential utility conflicts, Main-Land recommends that the Town be prepared to retain a private utility location contractor to investigate the proposed boring locations to confirm and locate (i.e., paint out) poorly defined public and private utilities that are present. The Owner should

anticipate a fee of about \$900 to retain the private utility location service; this potential fee is not included in Main-Land's budget for this proposal.

Main-Land will then subcontract with a drilling company to perform a minimum of one test boring per tower site for the geotechnical subsurface investigation. A minimum of one boring per site will be advanced to a dense stratum while performing standard split-spoon sampling to record SPT N-values. If bedrock is encountered at a depth of less than 10 feet, a minimum 5-foot long rock core will be obtained to aid in bedrock characterization. Main-Land will submit a minimum of one representative soil sample per site (minimum two total) for laboratory analysis to aid in soil characterization

We have assumed that thick, soft clays will not be encountered beneath the proposed tower sites. However, if soft clay is encountered during the test borings that can impact foundation and/or site design, Main-Land will inform you and, with your authorization as additional work, gather clay samples and data accordingly during the field work (Note: Soft clays can be an issue where new loads from foundations and site fill cause underlying soft clays to compress, potentially leading to damaging settlements of the foundation and other site improvements). It is assumed that the scope and cost of subsequent laboratory testing to determine clay settlement parameters and associated geotechnical engineering analysis, if needed, would also be discussed with the Town as additional work.

The report will include the following:

1. Allowable soil bearing pressure
2. Recommended footing depth based on design frost penetration
3. Estimated settlement expected
4. Recommended footing/foundation
5. Soil site class
6. Foundation drainage recommendations
7. Laboratory grain size test results of soil samples

Meetings: No formal client meetings are proposed in this task, though we will be available to meet with you at your convenience and direction as additional work. An informal meeting might be conducted during the Dig Safe mark-out process, as the Town's schedule allows.

Deliverables: For each site, three copies of a bound report will be mailed and an electronic copy will be emailed to the Town in a pdf format.

Any other service not detailed in the Scope of Services is excluded.

#### **SUB-CONTRACTED SERVICES:**

Main-Land proposes to subcontract to a drilling company (likely Northern Test Borings of Gorham, Maine) to perform test boring services for the above work scope. Main-Land also proposes to submit the soil samples to S.W. Cole for laboratory grain size analyses.





## ASSUMPTIONS

Main-Land has made assumptions in the preparation of this proposal. The Town will notify Main-Land if assumptions are in error prior to the start of our work. An incorrect assumption may change the project scope and cost.

- The Project Goals outlined above. Significant changes to the project goals and/or work scope will change our costs and the terms of this proposal. Changes to the design will necessitate extra work on our part which will in turn affect our cost.
- Others. Assumptions include other assumptions stated elsewhere in this proposal.

## OPINION OF PROBABLE COST:

The cost for Main-Land to complete the project as defined in the Scope of Services, above, is **\$9,750 Fixed Fee**.

If soft clays are encountered that can impact foundation and/or site design, we will inform you of this and provide an estimate for additional clay testing and analysis in support of final geotechnical recommendations.

## SCHEDULE:

Main-Land anticipates being on site within 3 to 4 weeks of receiving a signed proposal agreement, depending on drilling subcontractor availability (Note: the preferred driller is currently not available until early June; booking this driller as soon as possible will be advantageous to project schedule).

Main-Land anticipates submitting deliverables noted in the Scope of Services within 3 weeks of the drilling work.

## CONCLUSION OF PROPOSAL AGREEMENT:

This Agreement, along with attachments hereto, constitutes the entire agreement between parties pertaining to the subject project and it supersedes all prior or contemporaneous agreements, representations, and understandings.

Client (the Town of Kennebunkport) has read and agrees to the Standard Conditions sheet attached to this proposal, which Standard Conditions are incorporated herein and are a part of this Agreement. If that sheet is missing, please do not sign this proposal and contact Main-Land.

Main-Land generally requires a 10% retainer pre-payment prior to the start of work. Because of our working relationship with the Town, Main-Land waives that general requirement.

If this proposal meets with the Town of Kennebunkport's satisfaction, please sign in the space provided and return a copy to Main-Land. If you have any questions, comments or concerns with



this proposal please do not hesitate to call or email at any time. We appreciate the opportunity and look forward to working with the Town of Kennebunkport on this project.

Sincerely,

Main-Land Development Consultants, Inc.



Scott R. Dixon, P.E., C.G., L.S.E.  
Senior GeoEngineer and Environmental Scientist

By signing below, the Client states that:

1. Client understands Main-Land's proposal agreement,
2. Client agrees to the statements and stipulations therein and in the Standard Conditions sheet,
3. Client agrees to pay Main-Land's fees in a timely manner.

Client: \_\_\_\_\_ Date: \_\_\_\_\_





# TOWN OF KENNEBUNKPORT, MAINE

~ INCORPORATED 1653 ~

MAINE'S FINEST RESORT

## Memorandum

**To:** Laurie Smith  
**From:** Michael Claus, Public Works Director  
**Date:** May 20, 2021  
**Re:** Street Light Update

*Michael W. Claus*

As an update on the Kennebunkport streetlights, I can report that on all of our radial wave fixtures we have installed replacement lamps that are 16-watt screw in LED frosted light bulbs. Our street light lampping changes have been updated with CMP and our electricity usage and delivery costs now reflect the use of 16-watt lamps in place of the 105-watt lamps that were inventoried when we purchased our street light system.

In reviewing our streetlight inventory, we have found that 7 streetlights are out of service or not repairable. New streetlights will have to be purchased and installed at these 7 locations. We contacted PEMCO which has a utility grade radial wave platter streetlight in their catalog that would replicate our current platter light with an LED light engine. In contacting the owner of PEMCO, we were informed that they had suspended production of the LED platter light because of high demand for cobra head type LED streetlights. It is possible that production of their LED platter light will resume in the future, but they could not commit to that happening.

There is a minimum streetlight standard that should be met for any newly installed streetlight fixture in Kennebunkport. Fixtures should meet the following criteria:

- a. CMP (Utility) manufacturing standards for components and wiring
- b. controlled light distribution
- c. meet the Town ordinance
- d. marine grade coating
- e. able to be shielded
- f. dedicated LED
- g. low wattage
- h. able to be controlled remotely in the future
- i. has a 10-year manufacturer's warranty

Jim Stockman and I researched available utility grade LED platter type streetlights with a LED light engine and found a good utility grade platter light from King Luminaire. This

light, with a custom mast arm, would cost \$1,400 for each fixture and the distributor told us to expect a 5% to 15% price increase in the near future.

A utility grade cobra head streetlight that meets all of the above criteria (Leotek or Cree) with a LED light engine and Commercial Grade mast arm would cost \$375 to \$500.

We looked at a commercial / residential grade Ark Lighting platter light, manufactured by Steel Lighting Co. This light costs \$169 and has a 3-year warranty. It does not have a LED light engine (uses a standard LED bulb) and does not meet the technical requirements of our town ordinance for new streetlights. The arm connection for attachment to a utility pole does not meet CMP standards. I do not think CMP will approve this or any other commercial / residential streetlight to be attached to their poles.

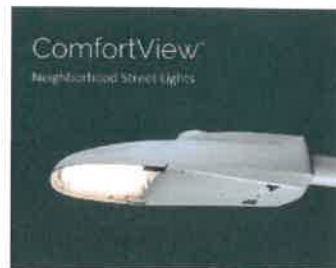
The main reasons for the high cost a utility grade platter style streetlight are custom manufacturing and low purchase volume. Jim Stockman and I have reviewed available utility grade LED streetlights and recommend the purchase of Leotek Comfortview streetlights to replace the 7 missing streetlights in our inventory. The cost difference of \$1,025 per light had a higher value to us than the aesthetic value of a new platter light. On the Leotek fixture the LED light engine provides a warm 2700 K color to match our current LED lamps. There is a Type 2 elongated light pattern which maximizes lighting on the roadway and a house side shield that minimizes the lighting on abutting properties. The Leotek light meets CMP and Town streetlight standards, comes with an aluminum body, salt air resistant coating, commercial grade components and a 10-year warranty.

After installation, Kennebunkport residents can view the 7 streetlights during day and night and let us know if the cobra head design is acceptable or if we should look to an alternative design for future replacement streetlights or budget for the platter style lights.

The Streetlight Committee is currently reviewing our selection criteria and providing feedback. In general, the Streetlight Committee would prefer a platter type streetlight that meets Town standards but understands that there are cost considerations in streetlight selection.

It has been suggested to use the more expensive platter lights in certain (to be determined) areas of town and the cobra head lights on the more rural areas where lights currently exist. In the future citizens might petition the town to have streetlighting installed in their area. The Lighting Committee has developed a weighting system to see if the area meets a particular criterion.

King Luminaire  
platter style



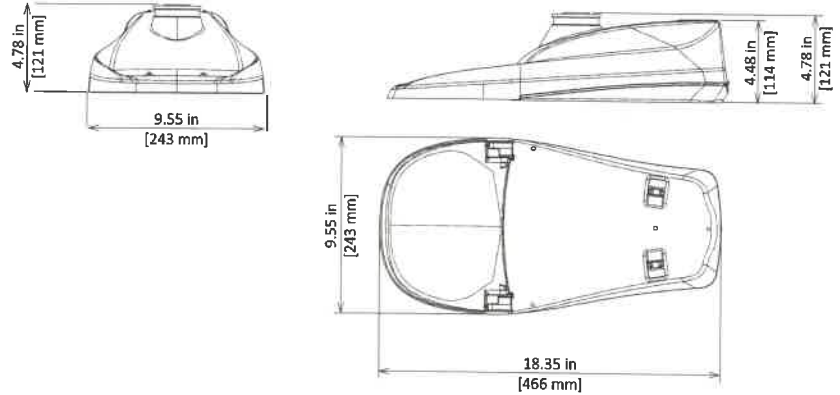
Leotek  
cobra head  
style

# ComfortView™ Neighborhood LED Street Light

## CV Specification Data Sheet

### Luminaire Data

**Weight** 7 lbs [3.2 kg]  
**EPA** 0.39 ft<sup>2</sup>



### Ordering Information

Sample Catalog No. CV1-H-MV-40K-2R-GY-045-FOC

Product	LED Code	Voltage	Color Temperature	Distribution	Finish <sup>1</sup>	Output Code <sup>2</sup>	Options
<b>CV1</b>	<b>H</b>	<b>MV</b> 120-277V <b>HV</b> 347-480V	<b>27K</b> 2700K <b>30K</b> 3000K <b>40K</b> 4000K	<b>2R</b> Type 2 <b>3R</b> Type 3	<b>GY</b> Gray <b>DB</b> Dark Bronze <b>BK</b> Black	<b>025</b> <b>030</b> <b>035</b> <b>040</b> <b>045</b> <b>050</b> <b>055</b> <b>060</b> <b>070</b> <b>075</b> <b>080</b>	<b>FOC<sup>3</sup></b> Fixed Output Code <b>LPCR</b> Less Photocontrol Receptacle <b>PCR7<sup>4</sup></b> ANSI 7-wire Photocontrol Receptacle <b>PCR7-CR<sup>5</sup></b> Control Ready 7-wire PC Receptacle <b>WL</b> Utility Wattage Label <b>4B</b> 4-Bolt Mounting Bracket <b>RWG</b> Rubber Wildlife Guard <b>SWTB</b> Straight Wire Terminal Block <b>BBL</b> Bubble Level <b>CF<sup>6</sup></b> Coastal Paint Finish

#### Notes:

- Gray, Black, and Dark Bronze standard. Consult factory for other finishes.
- Specified output code is the factory set lumen performance. Field adjustable is standard via an eight-position output selector. Refer to output data table on this spec sheet. An illustration of the output selector and its label is shown on page 2. Consult factory if special output setting is required.
- Non-field adjustable, fixed lumen output. Specify required output code. Not available with PCR7-CR option.
- Includes output selector that enables field adjustability of light levels. Includes connectors to allow easy upgrade of wireless dimming via PCR7. Wireless node by others.
- Control-ready wired at factory for wireless none dimming (node by others). Output selector not included in the fixture. Not able to adjust above specified drive current.
- Specify the CF Option for coastal installation. See warranty for details.
- Flush mounted Cul-de-Sac Shield cuts light off at 1 times the mounting height behind the luminaire, 1¼ in front, and 2¼ times the mounting height laterally.
- Flush mounted Front Side Shield cuts light off at approximately 1½ times the mounting height in front of the luminaire (street side) and 2¼ times the mounting height laterally.
- Flush mounted House Side Shield cuts light off at 1 times the mounting height behind the luminaire and 2¼ times the mounting height laterally.
- 80 Degree Cutoff Shield mitigates high angle glare above 80 degrees from nadir and cuts light off at 1½ times the mounting height behind and 2¼ times the mounting height laterally.
- Specify Color (GY, DB, BK)
- Specify MV (120-277V) or HV (347-480V).

#### Accessories\*

<b>CSSCV<sup>7</sup></b>	Cul-De-Sac Side Shield, Snap-On*
<b>FSSCV<sup>8</sup></b>	Front Side Shield, Snap-On*
<b>HSSCV<sup>9</sup></b>	House Side Shield, Snap-On*
<b>VHCS<sup>10</sup></b>	80 Degree Cutoff Shield*
<b>PTB<sup>11</sup></b>	Pole Top Tenon Horizontal Arm Bracket
<b>PTB2<sup>11</sup></b>	Pole Top Tenon Horizontal Arm Bracket (@2@180°)
<b>RPB<sup>11</sup></b>	Round Pole Horizontal Arm Bracket
<b>SPB<sup>11</sup></b>	Square Pole Horizontal Arm Bracket
<b>WB<sup>11</sup></b>	Wall Horizontal Arm Bracket
<b>LLPC<sup>12</sup></b>	Long-Life Twist Lock Photocontrol
<b>SC</b>	Twist Lock Shorting Cap
<b>BSK</b>	Bird Deterrent Spider Kit

\*Accessories are ordered separately and not to be included in the catalog number. For factory installed HSSCV, CSSCV, FSSCV and VHCS specify as option in luminaire catalog number. HSSCV, CSSCV, FSSCV can be installed without a tool, but a tool is required for removal. 80 Degree Cutoff Shield (VHCS) requires a Phillips head screwdriver for installation.



### Luminaire Specifications

#### Housing

Die cast aluminum housing with universal two-bolt slip fitter mounts to 1-1/4" to 2" (1-5/8" to 2-3/8" O.D.) diameter mast arm. One-piece aluminum housing provides passive heat-sinking of the LEDs and has upper surfaces that shed precipitation. Four-bolt mounting bracket is available. Mounting provisions meet 3G vibration per ANSI C136.31-2010 Normal Application, Bridge & Overpass. Mounting has leveling adjustment from ± 5° in 2.5° steps. Electrical components are accessed without tools via a high-strength, non-conductive polycarbonate door with quick-release latches. Polycarbonate material meets UL 746C for outdoor usage. Available rubber wildlife guard (RWG option) conforms to mast arm with no gaps.

#### Light Emitting Diodes

Hi-flux/Hi-power white LEDs produce a minimum of 90% of initial intensity at 100,000 hours of life based on IES TM-21 (L90 ≥ 100k hours). LEDs are tested in accordance with IES LM-80 testing procedures. LEDs have correlated color temperature of 2700 (27K), 3000 (30K), 4000 (40K), and 70 CRI minimum. LEDs are 100% mercury and lead free.

#### Field Adjustability

LED lumen output can be changed in the field to adjust light output for local conditions (not available with PCR7-CR option). The specified output code will be the factory set output. Field adjustments can be made with the output selector included in the fixture. Field adjustable range shown in performance data table.

#### Quality Control

Every luminaire is performance tested before and after a 2-hour burn-in period. Assembled in the USA.

#### Optical Systems

Two-stage reflective optics produce IESNA Type 2 or Type 3 distributions and are fully sealed to maintain an IP66 rating. Luminaire produces 0% total lumens above 90° (BUG Rating, U=0). Optional house side shield cuts light off at 1/2 mounting height behind luminaire. Cul-de-sac shield provides back and side light control for end of cul-de-sac applications. Front side shield cuts light off at approximately one mounting height in front of luminaire (street side). 80 degree cutoff shield eliminates very high angle glare above 80 degrees from nadir. All shields are field installable without tools.

#### Electrical

Rated life of electrical components is 100,000 hours. Uses isolated power supply that is 1-10V dimmable. Power supply is wired with quick-disconnect terminals. Power supply features a minimum power factor of .90 and <20% Total Harmonic Distortion (THD). EMC meets or exceeds FCC CFR Part 15. Terminal block accommodates 6 to 14 gauge wire. Surge protection complies with IEEE/ANSI C62.41 Category C High, 20kV/10kA and ANSI C136.2-2015, 20kV/10kA.

#### Controls

3-Wire photocontrol receptacle is standard. ANSI C136.41 7-wire (PCR7) photocontrol receptacles is available. All photocontrol receptacles have a tool-less rotatable base. Wireless control module is provided by others.

#### Finish

Housing receives a durable, fade-resistant polyester powder coat finish with 3.0 mil nominal thickness. Standard finish tested to withstand 5000 hours in salt spray exposure per ASTM B117 and Coastal Finish per ASTM G85. Finish meets scribe creepage rating 8 per ASTM D1654. Finish tested 500 hours in UV exposure per ASTM G154 and meets ASTM D523 gloss retention.

#### Listings/Ratings/Labels

Luminaires are UL listed for use in wet locations in the United States and Canada. DesignLights Consortium™ qualified product. Consult DLC QPL for Standard and Premium Classification Listings. International Dark Sky Association listed. 2700 and 3000K ComfortView fixtures are certified as Community Friendly Lighting Equipment by the Smart Outdoor Lighting Alliance (SOLA). Luminaire is qualified to operate at ambient temperatures of -40°C to 40°C.

#### Photometry

Luminaires photometrics are tested by certified independent testing laboratories in accordance with IES LM-79 testing procedures.

#### Warranty

10-year limited warranty is standard on luminaire and components.

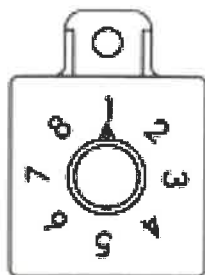
#### Vandal Resistance

Housing and optics rated to IK10

#### Standards

Luminaire complies with:  
ANSI: C136.2, C136.3, C136.10, C136.13, C136.15, C136.22, C136.31, C136.35, C136.37, C136.41, C62.41, C78.377, C82.77  
Other: FCC 47 CFR, IEC 60598, ROHS II, UL 1449, UL 1598

### Example of ComfortView™ Output Selector and Label:



W	Est lm
1	: 66 / 7000
2	: 48 / 5500
3	: 43 / 5000
4	: 38 / 4500
5	: 34 / 4000
6	: 29 / 3500
7	: 24 / 3000
8	: 19 / 2500

**Performance Data<sup>1</sup>**

All data nominal. IES files for all CCTs available at leotek.com.

Product	Color Temperature (CCT)	Output Code	Drive Current (mA)	System Wattage (W)	Delivered Lumens (Lm) <sup>2</sup>	Efficacy (Lm/W)	Field Adjustable Output Range
CV1-H	2700K (27K)	025	190	19	2242	118	↑ ↓
		030	250	24	2892	120	
		035	300	29	3463	119	
		040	350	34	4163	122	
		045	400	38	4535	119	
		050	460	43	4998	116	
		055	520	48	5479	114	
		070	700	66	7220	110	
	3000K (30K)	025	190	19	2412	127	↑ ↓
		030	250	24	3073	128	
		035	300	29	3676	127	
		045	350	35	4423	128	
		050	400	38	4777	126	
		055	460	45	5561	124	
		060	520	49	5800	118	
		075	700	67	7722	115	
	4000K (40K)	025	190	19	2675	139	↑ ↓
		035	250	24	3294	137	
		040	300	29	3930	136	
		045	350	34	4561	134	
		050	400	38	5059	133	
		055	460	43	5594	130	
		060	520	48	6147	128	
		080	700	67	8227	123	

**Notes:**

- 1 Data shown above is for type 2 optic. For type 3 optic, consult IES files for specific data at Leotek.com
- 2 Nominal lumens. Normal tolerance ± 10% due to factors including LED bin variance, and ambient temperatures.

### BUG Ratings

All data nominal. IES files for all CCTs available at leotek.com.

Product	Color Temperature (CCT)	Output Code	Drive Current (mA)	Type 2	Type 3
				BUG Rating	BUG Rating
CV1-H	2700K (27K)	025	190	B1-U0-G1	B1-U0-G1
		030	250	B1-U0-G1	B1-U0-G1
		035	300	B1-U0-G1	B1-U0-G1
		040	350	B1-U0-G1	B1-U0-G1
		045	400	B1-U0-G1	B2-U0-G1
		050	460	B1-U0-G1	B2-U0-G1
		055	520	B1-U0-G1	B2-U0-G1
		070	700	B2-U0-G1	B2-U0-G2
	3000K (30K)	025	190	B1-U0-G1	B1-U0-G1
		030	250	B1-U0-G1	B1-U0-G1
		035	300	B1-U0-G1	B1-U0-G1
		045	350	B1-U0-G1	B1-U0-G1
		050	400	B1-U0-G1	B2-U0-G1
		055	460	B1-U0-G1	B1-U0-G1
		060	520	B1-U0-G1	B2-U0-G1
		075	700	B2-U0-G1	B2-U0-G2
	4000K (40K)	025	190	B1-U0-G1	B1-U0-G1
		035	250	B1-U0-G1	B1-U0-G1
		040	300	B1-U0-G1	B1-U0-G1
		045	350	B1-U0-G1	B2-U0-G1
		050	400	B1-U0-G1	B2-U0-G1
		055	460	B1-U0-G1	B2-U0-G1
		060	520	B2-U0-G1	B2-U0-G1
		080	700	B2-U0-G1	B3-U0-G2



**Quotation**

**NORTHEAST ELECTRICAL**  
 68 ELM STREET  
 BIDDEFORD, ME 04005-2095  
 207-282-3301 Fax 207-283-9710

QUOTE DATE	QUOTE NUMBER
04/14/21	S043989781
PAGE NO.	
1 of 1	

herbert.hurd@needco.com

QUOTE TO:  
 CASH SALES BIDDEFORD  
 68 ELM ST  
 BIDDEFORD, ME 04005-2095  
 207-282-3301

SHIP TO:  
 CASH SALES BIDDEFORD  
 68 ELM ST  
 BIDDEFORD, ME 04005-2095  
 207-282-3301

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	JOB NAME	QUOTED TO		
103377	KENNEBUNKPORT		MIKE CLAUS/391-3239		
SALESPERSON		SHIP VIA	FREIGHT ALLOWED	EXPIRATION DATE	
HERBERT HURD		BID	No	11:59pm ET 05/14/21	
ORDER QTY	UPC	DESCRIPTION	UNIT PRICE	U	EXT PRICE
10ea		LITH AMAW-T20-US4-DNA CANTILEVER ARM 4-5 WEEK LEAD TIME	176.090	e	1760.90
10ea		MISC BID ITEM NBID BIDDEFORD PILL LITH AMAW T20 US6 DNAXD CANTILEVER ARM 4-5 WEEK LEAD TIME	207.170	e	2071.70

**TERMS & CONDITIONS** **TAXES NOT INCLUDED**  
 OUR PRODUCTS AND SERVICES ARE SUBJECT TO, AND GOVERNED EXCLUSIVELY BY, OUR TERMS AND CONDITIONS OF SALE, WHICH ARE INCORPORATED HEREIN AND AVAILABLE AT [www.needco.com/terms](http://www.needco.com/terms).  
 ADDITIONAL OR CONFLICTING TERMS ARE REJECTED, VOID, AND OF NO FORCE OR EFFECT.

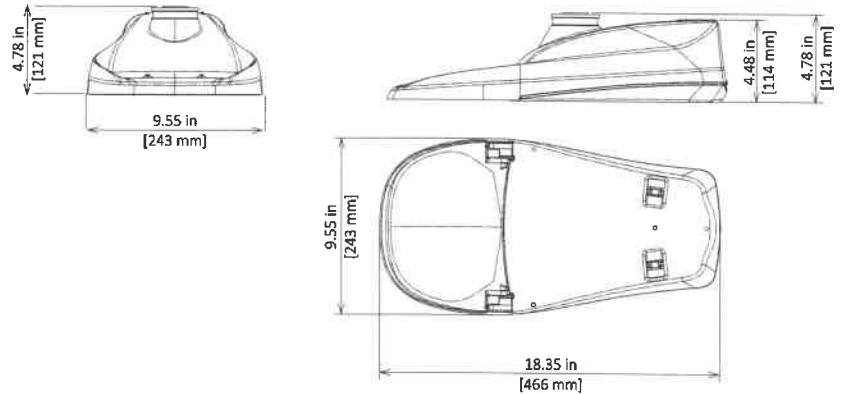
<b>Subtotal</b>	<b>3832.60</b>
<b>S&amp;H CHGS</b>	<b>0.00</b>
<b>Amount Due</b>	<b>3832.60</b>

# ComfortView™ Neighborhood LED Street Light

## CV Specification Data Sheet

### Luminaire Data

**Weight** 7 lbs [3.2 kg]  
**EPA** 0.39 ft<sup>2</sup>



### Ordering Information

Sample Catalog No. CV1-H-MV-40K-2R-GY-045-FOC

Product	LED Code	Voltage	Color Temperature	Distribution	Finish <sup>1</sup>	Output Code <sup>2</sup>	Options
<b>CV1</b>	<b>H</b>	<b>MV</b> 120-277V <b>HV</b> 347-480V	<b>27K</b> 2700K <b>30K</b> 3000K <b>40K</b> 4000K	<b>2R</b> Type 2 <b>3R</b> Type 3	<b>GY</b> Gray <b>DB</b> Dark Bronze <b>BK</b> Black	<b>025</b> <b>030</b> <b>035</b> <b>040</b> <b>045</b> <b>050</b> <b>055</b> <b>060</b> <b>070</b> <b>075</b> <b>080</b>	<b>FOC<sup>3</sup></b> Fixed Output Code <b>LPCR</b> Less Photocontrol Receptacle <b>PCR7<sup>4</sup></b> ANSI 7-wire Photo-control Receptacle <b>PCR7-CR<sup>5</sup></b> Control Ready 7-wire PC Receptacle <b>WL</b> Utility Wattage Label <b>4B</b> 4-Bolt Mounting Bracket <b>RWG</b> Rubber Wildlife Guard <b>SWTB</b> Straight Wire Terminal Block <b>BBL</b> Bubble Level <b>CF<sup>6</sup></b> Coastal Paint Finish

#### Notes:

- Gray, Black, and Dark Bronze standard. Consult factory for other finishes.
- Specified output code is the factory set lumen performance. Field adjustable is standard via an eight-position output selector. Refer to output data table on this spec sheet. An illustration of the output selector and its label is shown on page 2. Consult factory if special output setting is required.
- Non-field adjustable, fixed lumen output. Specify required output code. Not available with PCR7-CR option.
- Includes output selector that enables field adjustability of light levels. Includes connectors to allow easy upgrade of wireless dimming via PCR7. Wireless node by others.
- Control-ready wired at factory for wireless none dimming (node by others). Output selector not included in the fixture. Not able to adjust above specified drive current.
- Specify the CF Option for coastal installation. See warranty for details.
- Flush mounted Cul-de-Sac Shield cuts light off at 1 times the mounting height behind the luminaire, 1¼ in front, and 2¼ times the mounting height laterally.
- Flush mounted Front Side Shield cuts light off at approximately 1½ times the mounting height in front of the luminaire (street side) and 2¼ times the mounting height laterally.
- Flush mounted House Side Shield cuts light off at 1 times the mounting height behind the luminaire and 2¼ times the mounting height laterally.
- 80 Degree Cutoff Shield mitigates high angle glare above 80 degrees from nadir and cuts light off at 1½ times the mounting height behind and 2¼ times the mounting height laterally.
- Specify Color (GY, DB, BK)
- Specify MV (120-277V) or HV (347-480V).

#### Accessories\*

<b>CSSCV<sup>7</sup></b>	Cul-De-Sac Side Shield, Snap-On*
<b>FSSCV<sup>8</sup></b>	Front Side Shield, Snap-On*
<b>HSSCV<sup>9</sup></b>	House Side Shield, Snap-On*
<b>VHCS<sup>10</sup></b>	80 Degree Cutoff Shield*
<b>PTB<sup>11</sup></b>	Pole Top Tenon Horizontal Arm Bracket
<b>PTB2<sup>11</sup></b>	Pole Top Tenon Horizontal Arm Bracket (2@180°)
<b>RPB<sup>11</sup></b>	Round Pole Horizontal Arm Bracket
<b>SPB<sup>11</sup></b>	Square Pole Horizontal Arm Bracket
<b>WB<sup>11</sup></b>	Wall Horizontal Arm Bracket
<b>LLPC<sup>12</sup></b>	Long-Life Twist Lock Photocontrol
<b>SC</b>	Twist Lock Shorting Cap
<b>BSK</b>	Bird Deterrent Spider Kit

\*Accessories are ordered separately and not to be included in the catalog number. For factory installed HSSCV, CSSCV, FSSCV and VHCS specify as option in luminaire catalog number. HSSCV, CSSCV, FSSCV can be installed without a tool, but a tool is required for removal. 80 Degree Cutoff Shield (VHCS) requires a Phillips head screwdriver for installation.

**Luminaire Specifications**

**Housing**

Die cast aluminum housing with universal two-bolt slip fitter mounts to 1-1/4" to 2" (1-5/8" to 2-3/8" O.D.) diameter mast arm. One-piece aluminum housing provides passive heat-sinking of the LEDs and has upper surfaces that shed precipitation. Four-bolt mounting bracket is available. Mounting provisions meet 3G vibration per ANSI C136.31-2010 Normal Application, Bridge & Overpass. Mounting has leveling adjustment from ± 5° in 2.5° steps. Electrical components are accessed without tools via a high-strength, non-conductive polycarbonate door with quick-release latches. Polycarbonate material meets UL 746C for outdoor usage. Available rubber wildlife guard (RWG option) conforms to mast arm with no gaps.

**Light Emitting Diodes**

Hi-flux/Hi-power white LEDs produce a minimum of 90% of initial intensity at 100,000 hours of life based on IES TM-21 (L90 ≥ 100k hours). LEDs are tested in accordance with IES LM-80 testing procedures. LEDs have correlated color temperature of 2700 (27K), 3000 (30K), 4000 (40K), and 70 CRI minimum. LEDs are 100% mercury and lead free.

**Field Adjustability**

LED lumen output can be changed in the field to adjust light output for local conditions (not available with PCR7-CR option). The specified output code will be the factory set output. Field adjustments can be made with the output selector included in the fixture. Field adjustable range shown in performance data table.

**Quality Control**

Every luminaire is performance tested before and after a 2-hour burn-in period. Assembled in the USA.

**Optical Systems**

Two-stage reflective optics produce IESNA Type 2 or Type 3 distributions and are fully sealed to maintain an IP66 rating. Luminaire produces 0% total lumens above 90° (BUG Rating, U=0). Optional house side shield cuts light off at 1/2 mounting height behind luminaire. Cul-de-sac shield provides back and side light control for end of cul-de-sac applications. Front side shield cuts light off at approximately one mounting height in front of luminaire (street side). 80 degree cutoff shield eliminates very high angle glare above 80 degrees from nadir. All shields are field installable without tools.

**Electrical**

Rated life of electrical components is 100,000 hours. Uses isolated power supply that is 1-10V dimmable. Power supply is wired with quick-disconnect terminals. Power supply features a minimum power factor of .90 and <20% Total Harmonic Distortion (THD). EMC meets or exceeds FCC CFR Part 15. Terminal block accommodates 6 to 14 gauge wire. Surge protection complies with IEEE/ANSI C62.41 Category C High, 20kV/10kA and ANSI C136.2-2015, 20kV/10kA.

**Controls**

3-Wire photocontrol receptacle is standard. ANSI C136.41 7-wire (PCR7) photocontrol receptacles is available. All photocontrol receptacles have a tool-less rotatable base. Wireless control module is provided by others.

**Finish**

Housing receives a durable, fade-resistant polyester powder coat finish with 3.0 mil nominal thickness. Standard finish tested to withstand 5000 hours in salt spray exposure per ASTM B117 and Coastal Finish per ASTM G85. Finish meets scribe creepage rating 8 per ASTM D1654. Finish tested 500 hours in UV exposure per ASTM G154 and meets ASTM D523 gloss retention.

**Listings/Ratings/Labels**

Luminaires are UL listed for use in wet locations in the United States and Canada. DesignLights Consortium™ qualified product. Consult DLC QPL for Standard and Premium Classification Listings. International Dark Sky Association listed. 2700 and 3000K ComfortView fixtures are certified as Community Friendly Lighting Equipment by the Smart Outdoor Lighting Alliance (SOLA). Luminaire is qualified to operate at ambient temperatures of -40°C to 40°C.

**Photometry**

Luminaires photometrics are tested by certified independent testing laboratories in accordance with IES LM-79 testing procedures.

**Warranty**

10-year limited warranty is standard on luminaire and components.

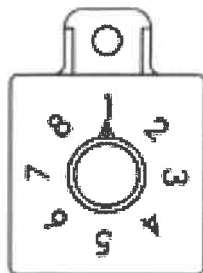
**Vandal Resistance**

Housing and optics rated to IK10

**Standards**

Luminaire complies with:  
ANSI: C136.2, C136.3, C136.10, C136.13, C136.15, C136.22, C136.31, C136.35, C136.37, C136.41, C62.41, C78.377, C82.77  
Other: FCC 47 CFR, IEC 60598, ROHS II, UL 1449, UL 1598

**Example of ComfortView™ Output Selector and Label:**



W	Est lm
1	: 66 / 7000
2	: 48 / 5500
3	: 43 / 5000
4	: 38 / 4500
5	: 34 / 4000
6	: 29 / 3500
7	: 24 / 3000
8	: 19 / 2500

### Performance Data<sup>1</sup>

All data nominal. IES files for all CCTs available at leotek.com.

Product	Color Temperature (CCT)	Output Code	Drive Current (mA)	System Wattage (W)	Delivered Lumens (Lm) <sup>2</sup>	Efficacy (Lm/W)	Field Adjustable Output Range
CV1-H	2700K (27K)	025	190	19	2242	118	↑ ↓
		030	250	24	2892	120	
		035	300	29	3463	119	
		040	350	34	4163	122	
		045	400	38	4535	119	
		050	460	43	4998	116	
		055	520	48	5479	114	
		070	700	66	7220	110	
	3000K (30K)	025	190	19	2412	127	↑ ↓
		030	250	24	3073	128	
		035	300	29	3676	127	
		045	350	35	4423	128	
		050	400	38	4777	126	
		055	460	45	5561	124	
		060	520	49	5800	118	
		075	700	67	7722	115	
	4000K (40K)	025	190	19	2675	139	↑ ↓
		035	250	24	3294	137	
		040	300	29	3930	136	
		045	350	34	4561	134	
		050	400	38	5059	133	
		055	460	43	5594	130	
		060	520	48	6147	128	
		080	700	67	8227	123	

**Notes:**

- 1 Data shown above is for type 2 optic. For type 3 optic, consult IES files for specific data at Leotek.com
- 2 Nominal lumens. Normal tolerance ± 10% due to factors including LED bin variance, and ambient temperatures.

### BUG Ratings

All data nominal. IES files for all CCTs available at leotek.com.

Product	Color Temperature (CCT)	Output Code	Drive Current (mA)	Type 2	Type 3
				BUG Rating	BUG Rating
CV1-H	2700K (27K)	025	190	B1-U0-G1	B1-U0-G1
		030	250	B1-U0-G1	B1-U0-G1
		035	300	B1-U0-G1	B1-U0-G1
		040	350	B1-U0-G1	B1-U0-G1
		045	400	B1-U0-G1	B2-U0-G1
		050	460	B1-U0-G1	B2-U0-G1
		055	520	B1-U0-G1	B2-U0-G1
		070	700	B2-U0-G1	B2-U0-G2
	3000K (30K)	025	190	B1-U0-G1	B1-U0-G1
		030	250	B1-U0-G1	B1-U0-G1
		035	300	B1-U0-G1	B1-U0-G1
		045	350	B1-U0-G1	B1-U0-G1
		050	400	B1-U0-G1	B2-U0-G1
		055	460	B1-U0-G1	B1-U0-G1
		060	520	B1-U0-G1	B2-U0-G1
		075	700	B2-U0-G1	B2-U0-G2
	4000K (40K)	025	190	B1-U0-G1	B1-U0-G1
		035	250	B1-U0-G1	B1-U0-G1
		040	300	B1-U0-G1	B1-U0-G1
		045	350	B1-U0-G1	B2-U0-G1
		050	400	B1-U0-G1	B2-U0-G1
		055	460	B1-U0-G1	B2-U0-G1
		060	520	B2-U0-G1	B2-U0-G1
		080	700	B2-U0-G1	B3-U0-G2

<b>Street Light Purchase - May 2021</b>				
Item	Vendor	Cost Each	Quantity	Total
<b>Leotek LED Cobrahead with "ComfortView" Lens Street Light</b> #CV1-H-MV-27K-2R-GY-025-WL-FOC-PCR7-WL-RWG-CF 19 watt, 2242 lumens, Type 2 distribution, 2700k color temperature, wattage label, with 7-pin photo control receptacle (photo control not included), fixed output code, wildlife guard, Coastal Finish painted gray	speclines	\$ 168.00	5	\$ 840.00
<b>Leotek LED Cobrahead with "ComfortView" Lens Street Light</b> #CV1-H-MV-27K-2R-GY-030-WL-FOC-PCR7-WL-RWG-CF 24 watt, 2892 lumens, Type 2 distribution, 2700k color temperature, wattage label, with 7-pin photo control receptacle (photo control not included), fixed output code, wildlife guard, Coastal Finish painted gray	speclines	\$ 168.00	5	\$ 840.00
Estimated Street Light Shipping Cost				\$ 165.00
LLPCMV (long life photo control)	speclines	\$ 20.00		\$ -
DSC (door safety cable)	speclines	\$ 6.00	10	\$ 60.00
HSSCV (house side shield)	speclines	\$ 20.00	10	\$ 200.00
CSSCV (cul-de-sac side shield)	speclines	\$ 20.00		\$ -
FSSCV (front side shield)	speclines	\$ 20.00		\$ -
VHCS (80 degree cutoff shield)	speclines	\$ 35.00	10	\$ 350.00
BSK (bird spider kit)	speclines	\$ 64.00	2	\$ 128.00
<b>Lithonia Mast Arm - LITH AMAW T20 US6 DNAXD CANTILEVER ARM</b>	NE Electrical	\$ 207.17	7	\$ 1,450.19
<b>Total</b>				<b>\$ 4,033.19</b>

<b>Street Light 31-05 Fund Summary</b>	
Balance Available on 4-8-21	\$ 5,227.07
CMP Invoice 4/21	\$ (349.04)
Estimated CMP Invoice 5/21	\$ (349.04)
Estimated CMP Invoice 6/21	\$ (349.04)
Street Light Purchase - May 2021	\$ (4,033.19)
Estimated end of Year Balance	\$ 146.76

# QUOTATION

DATE: 5/4/2021  
TO: Town of Kennebunkport, ME  
ATTN: Mike Claus  
PROJECT: LED Cobrahead Conversion – 50w HPS Equivalent – Kennebunkport, ME

We are pleased to offer the following quote:

### LED Cobrahead with “ComfortView” Lens

Mfg: Leotek

Qty: 5

Desc: #CV1-H-MV-27K-2R-GY-025-WL-FOC-PCR7-WL-RWG-CF, “Green Cobra – ComfortView” luminaire, 19 watt, 2242 lumens, Type 2 distribution, 2700k color temperature, wattage label, with 7-pin photo control receptacle (photo control not included), fixed output code, wildlife guard, Coastal Finish painted gray.

Price Each: \$168.00

Mfg: Leotek

Qty: 5

Desc: #CV1-H-MV-27K-2R-GY-030-WL-FOC-PCR7-WL-RWG-CF, “Green Cobra – ComfortView” luminaire, 24 watt, 2892 lumens, Type 2 distribution, 2700k color temperature, wattage label, with 7-pin photo control receptacle (photo control not included), fixed output code, wildlife guard, Coastal Finish painted gray.

Price Each: \$168.00

**Approximate Freight Cost for qty 10 fixtures.....\$175.00**

### Price Adders:

- LLPCMV (long life photo control).....\$20.00
- DSC (door safety cable).....\$6.00
- HSSCV (house side shield).....\$20.00
- CSSCV (cul-de-sac side shield).....\$20.00
- FSSCV (front side shield).....\$20.00
- VHCS (80 degree cutoff shield).....\$35.00
- BSK (bird spider kit).....\$64.00

### NOTES:

1. Please allow 6+/- weeks lead time
2. Freight is included on Leotek orders of \$3000 or more

QUOTATION PREPARED BY: Peter Beane

**WARRANTY STATEMENT**  
**General Illumination Products**  
**AR, EC, GC, ComfortView, ND, ES, SG1 Series**

Leotek AR, EC, GC, ComfortView, ND, and ES Series Products are covered by a ten-year limited warranty, from the date of delivery. Leotek warrants these products to be free of defects in workmanship and/or material. AR-13 Comfortguide, and SG1 are covered by a five-year limited warranty. This warranty includes all electrical and mechanical components including finish and gaskets. Failure of over 10% of the LEDs in the luminaire during the warranty period will constitute a luminaire "failure".

The standard exterior finish on any Leotek luminaire covered by this warranty will only be considered defective if there is substantial deterioration in the form of blistering, cracking, peeling, or corrosion. During the warranty period some fading, color-changing, staining, or chalking may occur. This is normal aging for the finish used, is not a manufacturing defect, and is not covered by our warranty. For any luminaire installed within one mile of a saltwater coastline, Leotek's Coastal Finish (CF) option must be specified in order for the finish to be covered by this warranty.

Leotek Electronics USA LLC will repair or replace any units found to be defective or that fail within this period. Leotek's liability under this warranty is limited to repair or replacement of the unit with a comparable product utilizing the current technology at the time of replacement. The repair or replacement of the unit is warranted for the remainder of the original warranty period. Leotek is not responsible for labor and other costs associated with removal or reinstallation.

Leotek will not be liable for defects due to improper handling, misuse, negligence, accidents, acts of God or nature, exposure to casualty of elements, or unauthorized alteration/repair. In all such cases, the warranty is immediately null and void. This warranty does not cover photocells or any control or monitoring devices.

This warranty is exclusive of all other warranties, expressed or implied, and Leotek hereby specifically disclaims all other warranty claims of any type; including without limitation, a warranty of merchantability of any unit or its fitness for any particular use or purpose. The customer's remedy under this warranty is exclusive. In no event shall Leotek be liable for interruption of business loss, profits or indirect or consequential damages, injury to person or damage to property from any cause whatsoever.

Please contact your local Sales Representative prior to directly contacting Leotek. For a list of sales agents, go to [www.leotek.com](http://www.leotek.com). Leotek Technical assistance is available from our Technical Support Department during the hours of 8:00 AM to 5:00 PM Pacific Standard Time (PST), Monday through Friday, excluding major U.S. holidays. Please provide the model number of the product.

**Return Material Authorization**

Prior to returning any product for repair or replacement, Leotek requires that a Return Material Authorization (RMA) be issued. The RMA can only be issued by Leotek. When requesting an RMA, the following information must be provided to Leotek; product Model and Serial Numbers, Date of Manufacture, and a detailed description of the reason for return. A Leotek representative will document the issue, and issue an RMA with instructions for the product(s) return.

When returning the product, the customer must adhere to the following procedure(s):

- Contact your local Leotek sales agent for general guidance. Go to [www.leotek.com](http://www.leotek.com) for a list of agents.
- Prior to returning material, contact Leotek post-sale support at [rma@leotek.com](mailto:rma@leotek.com) to obtain an RMA number (Return Material Authorization).
- Clearly mark shipment container with RMA number.
- Include a return address and contact information with the shipment.
- USA RMA's are shipped via customer-paid postage to:
  - Leotek Electronics USA LLC - 1955 Lundy Ave., San Jose, CA 95131
- Eastern Canada RMA's are shipped via customer paid postage to:
  - Leotek Electronics c/o Lynden Canada Co. – 8300 Parkhill Drive, Unit 3, Milton, ON L9T 5V7, CA
- Western Canada RMA's are shipped via customer paid postage to:
  - Lynden/Leotek c/o Scott Freight - 102-5200 Miller Rd, Richmond, BC V7B 1X2

***Verification of purchase may be required. Leotek will not be held responsible for any damage to the product that occurs during shipment. Failure to exercise the above RMA policy and procedures will void all warranty responsibilities on behalf of Leotek Electronics USA LLC.***





**CENTRAL MAINE  
POWER**

Manage your account online: **cmpco.com**  
 Customer assistance line: **1.800.565.3181**  
 Outage reporting line: **1.800.696.1000**

Account Number	Service Location	Amount Due	Date Due
3501-2617-771	TOWN OF KENNEBUNKPORT STREET LIGHTS	\$349.04	05/17/2021
Invoice Number 710001092283		KENNEBUNKPORT ME 04046	

**Your Messages**

If you need help paying your bill, you may be eligible for funds through the new Emergency Rental Assistance program, the Arrears Management program, our Electricity Lifeline Program and heating assistance. For more information, please visit cmpco.com or call us at 800.750.4000.

When you sign up for eBill, you'll receive the same information as your paper bill, plus a whole lot more. And you can access this information from the comfort and security of your home. Enroll today using our Mobile App, visiting cmpco.com, or calling our automated line at 800.750.4000 and press option 3. It's easy, convenient and available 24/7!

You can pay your bill without lifting a finger with AutoPay. Your secure payment will be made on time automatically each month. Enroll in AutoPay today at cmpco.com.

This account is tax exempt.

Our FREE Mobile App makes managing your account easy and convenient. You can view and pay your bill, enroll in eBill, access outage information, and more! Text APP to 267-898 and we'll send you a link to download the app.

**Your Sub-Account Summary**

<b>Prior Balance</b>	<b>\$1,975.84</b>
Payments received through 04/29/2021	\$0.00
<b>Balance Forward</b>	<b>\$1,975.84</b>
<b>Adjustments</b>	<b>-\$1,975.84</b>
<b>Other Charges</b>	<b>-\$958.85</b>
<b>Electricity Delivery Central Maine Power</b>	<b>+\$661.65</b>
<b>Electricity Supply CONSTELLATION NEWENERGY INC.</b>	<b>+\$646.24</b>
<b>Please pay by 05/17/2021</b>	<b>\$349.04</b>

000054 11/54



Please return this stub with your payment. Please allow 7 to 10 business days for processing. Do not send cash or coins, and do not return with staples or paper clips. Thank you.

TOWN OF KENNEBUNKPORT  
 PO BOX 566  
 KENNEBUNKPORT ME 04046

Central Maine Power  
 PO Box 847810  
 Boston, MA 02284-7810

Account Number	<b>3501-2617-771</b>
Date Due	<b>05/17/2021</b>
Amount Due	<b>\$349.04</b>
Amount Paid	

Please do not write below this line.

100517210035012617771000034904

Your Central Maine Power Delivery Service Account Detail

Prior Balance for Central Maine Power Delivery

\$1,045.60

Payments received

\$0.00

Balance Forward

\$1,045.60

Adjustments

Apply credit available

-\$1,045.60

Total Adjustments

-\$1,045.60

Delivery Charges

Delivery Charges: Street Lighting ( 03/30/2021 - 04/29/2021 )

E.O. Mercury Enclsd 175 Watt	1 Unit	@\$4.92	+\$4.92
E.O. Sodium Enclosed 100 Watt	1 Unit	@\$3.10	+\$3.10
E.O. Sodium Enclosed 150 Watt	1 Unit	@\$4.65	+\$4.65
Incandescent Open 105W EO	172 Units	@\$2.49	+\$428.28
Incandescent Open 205W EO	18 Units	@\$4.92	+\$88.56
E.O. Sodium Cutoff 50 Watt	4 Units	@\$1.55	+\$6.20
E.O. Sodium Cutoff 70 Watt	3 Units	@\$2.29	+\$6.87
E.O. Sodium Cutoff 100 Watt	3 Units	@\$3.10	+\$9.30
E.O. LED 19 WATT	2 Units	@\$0.47	+\$0.94
E.O. LED 60 WATT	2 Units	@\$1.41	+\$2.82
E.O. LED 20 WATT	3 Units	@\$0.47	+\$1.41
E.O. Mercury Open 100 Watt	4 Units	@\$2.90	+\$11.60
E.O. Sodium RadialWave 50 Watt	60 Units	@\$1.55	+\$93.00
<b>Total Current Delivery Charges</b>			<b>\$661.65</b>

Other Charges

Street Light Delivery Credit

-\$481.31

Total Other Charges

-\$481.31

Central Maine Power Account Balance

\$180.34

Your Meter Details

Read Cycle 20

Meter Number	Read Date	Meter Reading	Prior Read Date	Prior Meter Reading	Number of Days	Total kWh
ST Lights	04/29/2021	0	03/29/2021	0	31	0

Mail Address Changes

Please "X" for mail address changes and fill in your new mailing address information below.

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

If you are moving or need to stop service, please call a Customer Representative at 1.800.750.4000

Sign Up for Automatic Payments

To sign up for automatic payments, please mark an "X" in the box, and sign and date below:

Signed \_\_\_\_\_ Date: \_\_\_\_\_  
Pay my bill (check one): \_\_\_\_\_ when my bill arrives  
\_\_\_\_\_ # of days before due date (circle one below)

4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23  
(Example: Circle "15" to pay your bill 15 days before the due date.  
It does NOT mean your bill will be paid on the 15th of each month.)

To complete your enrollment, please:  
1. Include a VOIDED check with this pay stub.  
2. Allow up to 30 days for processing.

Please do not write below this line.

**Customer Information for Your Delivery Service**

Delivery rates are approved by the Maine Public Utilities Commission. For bills that cover both electricity supply and CMP delivery, CMP forwards energy-supply payments to the appropriate energy provider. For a schedule of CMP delivery rates, visit [www.cmpco.com](http://www.cmpco.com) or call us at 1.800.565.3181.

**What's a kilowatt-hour?**

Electric power is measured in watts. 1000 watts of power used for 1 hour is a kilowatt-hour (kWh) of energy. Example: a 100 watt bulb lit for 10 hours uses 1 kWh of energy.

**Sales-Tax Exemption**

Maine sales tax does not apply to the first 750 kilowatt-hours (kWh) of residential usage.

**Late-Payment Charge**

Bills are due on receipt. The 2021 rate of 0.267% will be applied each month to the unpaid balance after 25 days from the bill postmark.

**Estimated Bills**

When we cannot read your meter, we will estimate your usage for the month. You have the right to read your own meter. Visit [www.cmpco.com](http://www.cmpco.com) for more information, or call 1.800.565.3181.

**Questions?**

To ask a question or dispute a bill, you can email [customer.service@cmpco.com](mailto:customer.service@cmpco.com), or call 1.800.565.3181, or write to CMP Customer Service, 83 Edison Drive, Augusta, ME 04336.

**Payment Arrangements**

If you have trouble paying your bill, a payment plan may help. Call 1.800.565.3181 for more information.

**Maine Public Utilities Commission (MPUC)**

The MPUC's Consumer Assistance and Safety Division (CASD) investigates and resolves complaints, educates the public and ensures utilities remain in compliance with State statutes and Commission rules. To contact the CASD, call 1.800.452.4699 or visit [www.maine.gov/mpuc](http://www.maine.gov/mpuc).



**Your Electricity Supply Account Detail**

You have chosen CONSTELLATION NEWENERGY INC. as your electricity supplier

Customer Support Hours: 1-844-636-3749 24-7  
 Phone: 1-844-636-3749

Your CONSTELLATION NEWENERGY INC. Account Number: 7159701  
 TOWN OF KENNEBUNKPORT  
 STREET LIGHTS KENNEBUNKPORT ME 04046

<b>Prior Balance for CONSTELLATION NEWENERGY INC.</b>			<b>\$930.24</b>
Payments received			\$0.00
<b>Balance Forward</b>			<b>\$930.24</b>
<b>Adjustments</b>			
Apply credit available			-\$930.24
<b>Total Adjustments</b>			<b>-\$930.24</b>
<b>New Supply Charges</b>			
Rate G0225 : ( 03/30/2021 - 04/29/2021 )			
E.O. Mercury Enclsd 175 Watt	73 KWH	@\$0.058400	+\$4.26
E.O. Sodium Enclosed 100 Watt	42 KWH	@\$0.058400	+\$2.45
E.O. Sodium Enclosed 150 Watt	62 KWH	@\$0.058400	+\$3.62
Incandescent Open 105W EO	7,568 KWH	@\$0.058400	+\$441.97
Incandescent Open 205W EO	1,530 KWH	@\$0.058400	+\$89.35
E.O. Sodium Cutoff 50 Watt	84 KWH	@\$0.058400	+\$4.91
E.O. Sodium Cutoff 70 Watt	87 KWH	@\$0.058400	+\$5.08
E.O. Sodium Cutoff 100 Watt	126 KWH	@\$0.058400	+\$7.36
E.O. LED 19 WATT	12 KWH	@\$0.058400	+\$0.70
E.O. LED 60 WATT	36 KWH	@\$0.058400	+\$2.10
E.O. LED 20 WATT	18 KWH	@\$0.058400	+\$1.05
E.O. Mercury Open 100 Watt	168 KWH	@\$0.058400	+\$9.81
E.O. Sodium RadialWave 50 Watt	1,260 KWH	@\$0.058400	+\$73.58
<b>Total New Supply Charges</b>			<b>\$646.24</b>
<b>Other Charges</b>			
Street Light SOP Credit			-\$477.54
<b>Total Other Charges</b>			<b>-\$477.54</b>
<b>CONSTELLATION NEWENERGY INC. Account Balance</b>			<b>\$168.70</b>

**Messages About Your Electricity Supply**

Your electricity supply is provided by CONSTELLATION NEWENERGY INC..

For information regarding electricity supply options, please see the Office of the Public Advocate website at: <https://www.maine.gov/meopa/electricity/electricity-supply> or contact them at 207-624-3687.

Central Maine Power provides billing services for your electricity supplier. Supply payments are forwarded on your behalf, in accordance with the Maine Public Utilities Commission (MPUC) rules.

For information regarding Standard Offer Service, please see the MPUC website at: [http://www.maine.gov/mpuc/electricity/standard\\_offer/index.shtml](http://www.maine.gov/mpuc/electricity/standard_offer/index.shtml).

For information regarding your supply contract terms and conditions, please call your electricity supplier at the telephone number listed above.





## TOWN OF KENNEBUNKPORT, MAINE

– INCORPORATED 1653 –

### **ARBOR DAY PROCLAMATION 149th Anniversary-1872-2021**

**Whereas,** In 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

**Whereas,** this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

**Whereas,** 2021 is the 149<sup>th</sup> Anniversary of the holiday and Arbor Day is now observed throughout the nation and the world, and

**Whereas,** trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen, and provide habitat for wildlife, and

**Whereas,** trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products, and

**Whereas,** trees in our town increase property values, enhance the economic vitality of business areas, and beautify our community, and

**Whereas,** trees, wherever they are planted, are a source of joy and spiritual renewal.

**Whereas,** Kennebunkport has been recognized as a Tree City USA by The National Arbor Day Foundation for the past 44 years, and desires to continue its tree-planting ways,

**NOW, THEREFORE, WE,** the Selectmen of the Town of Kennebunkport, do hereby proclaim May 27, 2021, as the 149<sup>th</sup> Anniversary Celebration of ARBOR DAY.

**Further,** we urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands.

Dated this 27<sup>th</sup> day of May 2021.

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

\_\_\_\_\_  
Sheila Mathews-Bull

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

\_\_\_\_\_  
Edward Hutchins

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