



## TOWN OF KENNEBUNKPORT, MAINE

### Board of Selectmen Agenda

June 24, 2021 @ 6:00 PM

### VIRTUAL MEETING VIA ZOOM ([Instructions](#))

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#### Ways to join this webinar

Join by **computer or mobile device** and click on <https://zoom.us/j/94219347090>

or go to [ZOOM](#) and enter the **webinar ID: 942 1934 7090**

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

International numbers available: <https://zoom.us/u/amZ6w3LGg>

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1. Call to Order.
2. Approve the June 10, 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. Announce the winning submission of the Kennebunkport Flag Contest.
5. Appoint Becky Nolette as Assessor.
6. Discussion and authorization of Solar Agreement.
7. Authorize purchase of Texa Laptop Scanner Tool.
8. Consider recommendations from the Goose Rocks Beach Advisory Committee.
  - a. Storage at Dinghy Point
  - b. Permitting of fires on beach
9. Discussion and authorization of public works truck bids.
10. Authorize annual Animal Shelter Agreement with Animal Welfare Society.
11. Discussion of the American Rescue Plan.
12. Set meeting to sign the treasurer's warrant on June 30, 2021.
13. Discussion of summer meeting schedule.
14. Other Business.
15. Approve the June 24, 2021, Treasurer's Warrant.
16. Executive Session per (MRSA 1, §405-6E) for discussion of union negotiations.
17. Adjournment.

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# AGENDA ITEM DIVIDER

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Town of Kennebunkport  
Board of Selectmen Meeting VIA Zoom  
June 10, 2021  
6:00 PM

**MINUTES**

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

**Others attending via Zoom:** Laurie Smith, David Powell, Tracey O’Roak, Stephanie Simpson, Chris Mayo, and others.

**1. Call to Order**

Selectman Daggett called the meeting to order at 6:06 PM. He took roll call of Selectmen present: Allen Daggett, Patrick Briggs, Michael Weston and Edward Hutchins. Sheila Matthews-Bull was absent.

**2. Approve the May 27, 2021, selectmen meeting minutes.**

**Motion** by Selectman Hutchins, seconded by Selectman Briggs to approve the May 27, 2021, selectmen meeting minutes. **Roll Call Vote:** Briggs, Hutchins and Daggett. Selectman Weston abstained. **Voted:** 3-0. **Motion passed.**

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

There were no comments.

**4. Award bid for Harbormaster Boat.**

Christopher Mayo, Harbormaster, advised that the Town advertised the old Harbormaster’s working boat for sale, and received four bids. The highest bid, and the one that he recommended accepting, was for \$6,510.

**Motion** by Selectman Hutchins, seconded by Selectman Briggs to accept the high bid from Shawn Hull, Gloucester, Massachusetts in the amount of \$6,510 for the old Harbormaster’s boat. **Roll Call Vote:** Briggs, Hutchins, Weston and Daggett. **Voted:** 4-0. **Motion passed.**

**Motion** by Selectman Hutchins, seconded by Selectman Briggs to put the funds collected from the sale of the old Harbormaster’s work boat to the Cape Porpoise Pier enterprise fund. **Roll Call Vote:** Briggs, Hutchins, Weston, and Daggett. **Voted:** 4-0. **Motion passed.**

**5. Award bid for resealing of tennis/basketball court.**

Stephanie Simpson, Director of Parks and Recreation, recommended awarding the bid to Advantage Tennis out of Vermont in the amount of \$16,850.

**Motion** by Selectman Hutchins seconded by Selectman Weston award the bid to Advantage Tennis of Vermont in the amount of \$16,850 **Roll Call Vote:** Briggs, Hutchins, Weston, and Daggett. **Voted:** 4-0. **Motion passed.**

**6. Discussion of storage of dinghies and kayaks at Dinghy Point**

Laurie Smith, Town Manager, advised that this issue came up because of concern about items being left on the beach overnight, some of which are impeding walkways and/or violating the Beach Use Agreement.

Kate Burke of the Goose Rocks Beach Advisory Committee stated that this item is a topic of discussion at the next meeting on June 17<sup>th</sup>. They will come back with recommendations.

**Motion** by Selectman Hutchins, seconded by Selectman Weston to forward the issue of dinghies at Dinghy Point on Goose Rocks Beach to the BAC for a recommendation. **Roll Call Vote:** Briggs, Hutchins, Weston, and Daggett. **Voted:** 4-0. **Motion passed.**

**7. Consider outdoor dining approvals for restaurants.**

Laurie Smith, Town Manager, reviewed the special allowances given up to this point in time. After consulting the Town attorney, she suggested extending permissions to the end of the 2021 summer season, even if the Governor ends the state of emergency provided establishments do not exceed approved seat capacity allowed by their Victualer's License.

**Motion** by Selectman Hutchins, seconded by Selectman Briggs to continue with the current dining policy through the end of the summer season. **Roll Call Vote:** Briggs, Hutchins, Weston, and Daggett. **Voted:** 4-0. **Motion passed.**

**8. Discussion of future board meetings**

After discussion, it was agreed that the Board will continue with Zoom meetings until the State of Maine has reached 70% vaccination rate.

Kate Burke asked if Town committees should follow the Board's lead and continue with Zoom until the Board moves back to in-person meetings. The Board agreed that it makes sense for all committees and board to follow the same timeline.

**9. Other Business.**

Laurie Smith, Town Manager, thanked Jamie Mitchell and Tracey O’Roak for the hard work that went into the election on Tuesday. She also thanked community members who gave their time to work at the polls. The Board agreed with those comments.

**10. Approve the June 10, 2021, Treasurer’s Warrant.**

**Motion** by Selectman Hutchins, seconded by Selectman Briggs to approve the June 10, 2021, Treasurer’s warrant. **Roll Call Vote:** Briggs, Hutchins, Weston, and Daggett. **Voted:** 4-0. **Motion passed.**

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

**Motion** by Selectman Hutchins seconded by Selectman Briggs to move into executive session. **Roll Call Vote:** Briggs, Hutchins, Weston, and Daggett. **Voted:** 4-0. **Motion passed.**

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

**13. Adjournment.**

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

Submitted by,  
Tracey O’Roak  
Administrative Assistant

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# AGENDA ITEM DIVIDER

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# Solar Energy for Kennebunkport

with the Southern Maine Solar  
Collaborative

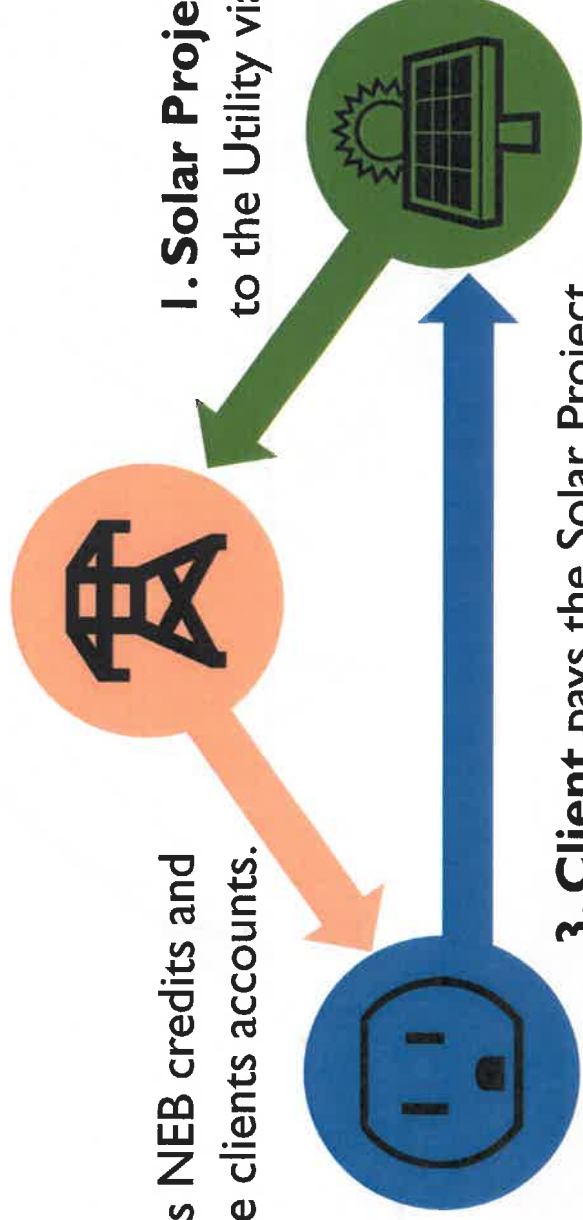
Karina Graeter, Sustainability Coordinator



Municipalities have opportunity to purchase discounted solar energy credits through the Maine Net Energy Billing (NEB) program

2. **Utility** issues NEB credits and applies them the clients accounts.

1. **Solar Project** delivers electricity to the Utility via the electricity grid



3. **Client** pays the Solar Project Developer for the credits at a discount rate.



## **Southern Maine Solar Collaborative**

A multi-town effort to negotiate a Net Energy Billing Credit Agreement (NEBCA) for all (OOB, Kennebunkport, Ogunquit, Fryeburg, Waterboro, and Kittery)

1. Single RFP for a solar developer to enter into NEBCAs with all municipalities
2. One bid selected, with standard contract agreed on for all municipalities
3. Municipalities negotiate and sign final NEBCAs individually with developer





## Bids Summary

- 7 Proposals Submitted
- 9 Offers for Price of Discounted Net Energy Billing Credits (NEBCs)
  - **Percent discount:** relative to NEBC rate
    - 5 offers ranging from 15% – 27.5% discount
  - **Fixed rate:** same rate for NEBCs over the 20-year term
    - 4 offers ranging from \$0.0927 – \$0.1042 per kwh

# Bidders

- **Ameresco:** publicly traded international corporation
- **Ampion:** Not a developer but a market contractor
- **Citizens:** For profit subsidiary of nonprofit Citizens Energy Corporation
- **Encore:** New England-based B corporation
- **EDPR:** publicly traded international corporation
- **Hep:** US subsidiary of publicly traded German corporation
- **US Solar:** MN-based privately held corporation



# Bid Evaluation

Company:		Suggested Weight (%)
SMSC Solar Bid Evaluation		
Category		
<b>Financial benefits (70)</b>		
Risk		22
Cost		42
RECs		4
<b>Company info (18):</b>		
Company financial strength		4
Maine experience/understanding of ME energy laws		8
Similar project experience		8
Responsiveness to RFP		1
<b>Other (12):</b>		
Commercial operation date/Project approval status		5
Education: outreach/online performance monitoring access		3
Site/environmental impact/greenfield, brownfield?		1
Location in member community?		1
Use of local labor/ suppliers		1
Total		100

## **Bid Finalist: Encore Renewable Energy**

- 27.5% discount (highest discount offered)
- Renewable Energy Credits (RECs) included
- Energy from 2 solar farms in Athens, Maine
- Solar farms are furthest along in development pipeline and not subject to large delays with CMP
- NE company with Maine experience (Cape Elizabeth, Augusta, CES solar consortium)
- Experience net metering with municipalities and schools



Kennebunkport savings estimates:  
 Purchases NEBCs to compensate for 86% of electricity spending

Kport Allocated Generation	<b>X</b>	Credit Value (set by MPUC)	=	Total Credits Applied to utility bill	-	Credit price  (27.5% discount)
<b>864,800 kwh</b>		<b>\$0.1256 per kwh</b>		<b>\$108,620</b>		<b>\$78,750</b>

**Net savings: \$29,870 per year**  
**\$597,400 over 20 years!**

## General NEBCA Terms

- **20-year contract between Town & Encore Renewable Energy**
- **27.5% discount every year, with RECs included**
- **Early Termination if:**
  - Projects are not completed on time
  - Projects fail to produce electricity adequately
  - Town is not able to appropriate the funds
- **If Encore sells projects: Contracts would transfer in full to new owner.**

# Next Steps

- Finalize NEBCA with Encore Renewable energy
- Start receiving NEBCs once solar farms are operational in Q4 2021 or Q1 2022
- Do not pay anything until solar farms are generating electricity
- **86% of Kennebunkport's municipal electricity will be from Maine solar energy!**





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# AGENDA ITEM DIVIDER

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# TOWN OF KENNEBUNKPORT, MAINE

~ INCORPORATED 1653 ~

MAINE'S FINEST RESORT

## Memorandum

**To:** Laurie Smith  
**From:** Michael Claus, Public Works Director  
**Date:** June 14, 2021  
**Re:** Texa Laptop Scanner Tool

*Michael W. Claus*

In discussion with Rick Bleakney, Public Works would like to utilize an equipment maintenance laptop for fleet maintenance. This laptop uses software to allow scanning of all town vehicles and equipment, while providing repair requirements for fault codes and dashboard trouble lights. With this tool our Town Mechanic will be able to purchase parts and make repairs based on the same computer diagnostics as factor authorized technicians. I anticipate that we will see significant savings in dealer repair costs for Public Works, Fire and Police vehicles and equipment. The Town Mechanic will be able to diagnose issues with both on- road and off-road equipment. These repairs will include some of our most costly vehicle and equipment systems such as engines, transmission and exhaust systems.

In reviewing diagnostic software the Texa software has a very good reputation for repair diagnostics and solutions. We have received 3 prices for the Texa laptop and software system. There is an annual fee required after the first year to receive software updates that are issued by truck and equipment manufacturers. A summary of our quotes (attached) is as follows:

### Diesel Laptops

TEXA FZ55 Truck	\$10,895.00
with OHW, PowerPack, CAT Cable, Dorman Diesel Decoder, powerpack cable kit CAT Off-Highway Cable & Standard 6, 9, & OBDII Cable, High-Capacity Rechargeable Power Bank, Tough Case.	
TEXA Truck & OHW Annual Support - Level 3 (Premium)	\$1,790.00

### Connected Automotive Services

Panasonic Toughbook FZ-55 Series laptop:	\$8,895.00
TEXA Navigator TXT interface Kit & American Truck Type II cable.	
Total Annual Support Package Renewal	\$2,535.00

**J-Ball Electronics**

Panasonic FZ55 Semi Rugged Toughbook	\$11,220.00
Navigator TXTs universal diagnostic interface and Truck (OBDII, 6 & 9 Pin Deutsch and 12 Pin Terminal cables) and Off-Highway cables	
Annual Support Renewal Fee	\$1,990.00

We recommend that the Town Purchase the Diesel Laptops package. Diesel Laptops has included useful diesel mechanic optional items in it's laptop package and has the lowest annual maintenance cost (all 3 quotes include first year of support). Diesel Laptops includes a free new laptop trade-in every 3 years. Rick Bleakney has utilized their support service at Cummins in the past and found their solutions-based support to be excellent in time and cost savings.

This lack of snow this winter allowed for savings in our overtime, salt and diesel accounts in Public Works. This purchase will not cause an overage in the Public Works account. As of June 11<sup>th</sup>, the Public Works Unexpended Balance was 171,351.99



**CUSTOMER**

Town of Kennebunkport

**BILL TO CONTACT**

Rick Bleakney

**SHIP TO CONTACT**

Rick Bleakney

**BILL TO ADDRESS**

105 Beachwood Ave  
 Kennebunkport, ME 04046-5258 USA

**SHIP TO ADDRESS**

105 Beachwood Ave  
 Kennebunkport, ME 04046-5258 USA

**Memo:**

Level 3 renewal is on the quote just for visibility. You will receive a CF55 after the 3rd year of renewing with level 3. What you are receiving this month:

- Dorman Diesel Decoder -
- Powerpack cable kit includes auxiliary cables for powering ECMs on vehicles
- CAT Off-Highway Cable
- Standard 6, 9, & OBDII Cable (Please contact us for pricing & information on other cables)
- Diesel Laptops High Capacity Rechargeable Power Bank
- Diesel Laptops Tough Case
- DTC Solutions Off-highway Edition
- KnowledgeBase
- Labor Time Guides
- Diesel Repair Professional - One Year Free

Customer PO #	Payment Terms	Shipping Terms	Shipment	Sales Rep	FOB Point
	Net 30		UPS Ground	Jason Conner	
Line	Part Number	Part Name	Ordered	Unit Price	Total Price
1	TEXA-TRUCK-OHW-LEV3	TEXA Truck & OHW Annual Support - Level 3 (Premium)	1 ea	\$1,790.00	\$1,790.00
		TEXA Truck Annual Support - Level 3 (Premium)	1 ea		
		TEXA OHW Level 3 Support	1 ea		
2	TEXA-TRUCK-OHW-CF55	TEXA CF55 Truck with OHW, PowerPack, CAT Cable	1 ea	\$10,895.00	\$10,895.00
		Diesel Laptops Tough Case - Black	1 ea		
		TEXA Software - Truck	1 ea		
		TEXA Software - OHW	1 ea		

Line	Part Number	Part Name	Ordered	Unit Price	Total Price
		Truck - American Truck Cable (3151/T22) - Same as 3906978	1 ea		
		OHW - CAT & Perkins OHW Cable T38	1 ea		
		Power Battery Terminal Cable	1 ea		
		Power Cigarette Port Cable	1 ea		
		Power Pack Main Cable	1 ea		
		Portable Charger, External Battery Pack	1 ea		
		Bundle - TXT, OBDII, HASP Key, Carry Case	1 ea		
		FZ55-Win10 Pro,Intel i5-8365U,512GB SSD,8GB,Intel Wi-Fi,BT,TPM 2.0, Emissive Backlit Keyboard	1 ea		

**Subtotal:** \$12,685.00  
**Tax:**  
**Total:** \$12,685.00

# Proposal



87 Eastman Street - South Easton, MA 02375 (877-263-4897)

Proposal Date:	5/11/2021
Ship Date:	
Ship Via:	
Terms:	Pay Options
PO #:	

Order Written By: Will Bletzer insidesales@oemtools.com 866-368-6657

2020-C3-2

<b>SOLD TO:</b>	
BUSINESS/NAME: Kennebunkport	
ATTENTION: Rick	
STREET ADDRESS:	
CITY: Kennebunkport	STATE ME ZIP
E-MAIL ADDRESS:	
PHONE: 603-520-2599	FAX:
<b>BILL TO:</b>	
BUSINESS/NAME: rbleakney@kennebunkportme.gov	
ATTENTION:	
STREET ADDRESS:	
CITY:	STATE ZIP
E-MAIL ADDRESS:	
PHONE:	FAX:
<b>SHIP TO:</b>	
BUSINESS/NAME:	
ATTENTION:	
STREET ADDRESS:	
CITY:	STATE ZIP
E-MAIL ADDRESS:	
PHONE:	FAX:

P/N	DESCRIPTION OF GOODS AND SERVICES	Load Type	QTY	UNIT PRICE	EXTENSION
CAS-PAN-LTP FZ-55	<p>Panasonic Toughbook FZ-55 Series Laptop: Configured to be able to run the following OEM applications simultaneously: Ford IDS, GM TIS &amp; GDS, Chrysler wiTECH, Honda HDS, Toyota TSL, Nissan Consult-III. Laptop comes equipped with Microsoft Windows 10 Professional 64 Bit O/S. Includes 1 Year factory warranty coverage plus 1 year 'CompleteCare' Accidental Damage Service and CAS supplied service loaners. Laptop arrives packaged in a custom designed storage/transport case.</p> <p>NOTE: Laptop is configured with a 500GB SSD, 8GB RAM, 2 USB ports, 6300 mAh lithium-ion battery, micro SD, network and HDMI ports, Wi-Fi, Bluetooth and an AC power supply.</p> <p>NOTE: FZ-55 Mk1 has one free rear expansion port, one free side expansion port and one free side DVD expansion port.</p>		1	\$ 2,475.00	\$ 2,475.00
TXA-INT-TXT	<p>NOTE: This is not a 'touchscreen enabled' Toughbook</p> <p>TEXA Navigator TXT interface Kit. Includes interface, OBD-II interface cable, antenna for Bluetooth, USB cable, carrying strap and handbook.</p> <p>NOTE: This interface device works with all TEXA software applications.</p>		1	\$ 2,400.00	\$ 2,400.00
TXA-HDT-SCN	IDC5 PLUS TRUCK Software License for Navigator TXT's		1	\$ 1,600.00	\$ 1,600.00
TXA-ACC-CBL 3906978	<p>American Truck Type II cable. This cable assembly fits all three types of connectors including; 12 PIN square connector, 6 PIN Deutsch and 9 PIN Deutsch. (3151/T22)</p> <p>NOTE: This is a recommended cable for all HD installations!</p>		1	\$ 270.00	\$ 270.00
TXA-OHW-SCN	IDC5 PLUS OHW Software License for Navigator TXT's		1	\$ 1,500.00	\$ 1,500.00
TXA-HDT-SIS	<p>TEXA HD Truck Service Information Database: Includes access to Technical Bulletins, Solved problems and iSupport for one year.</p>		1	\$ 300.00	\$ 300.00
TXA-OHW-SIS	<p>TEXA Off Highway Service Information Database: Includes access to Technical Bulletins, Solved problems and iSupport for one year.</p>		1	\$ 300.00	\$ 300.00
CAS-TAS-FYX	<p>CAS Total Annual Support Package. This purchase is covered by a 1 year CAS TAS program. Includes CAS Technical Support @ Tier-I, Tier-II and Tier-III levels, 1 Year Warranty on all hardware, leads, cables and laptop batteries, CAS 'Live-On-Line'™ PC support on CAS Supplied PC's, CAS 'Remote Rescue'™ PC Support on non-CAS supplied PC's, CAS Service Loaner program, CAS Scan Tool Rental program, CAS 'Customers Only' Web access, Subscription Monitoring with Auto-Renew and 10 Month - 0% Interest Balanced Billing payment program available after 1st year.</p> <p>NOTE1: Only tools listed on this order are covered under the TAS program.</p> <p>NOTE2: TAS covers support for only the software applications listed on this order.</p>		1		

Order Comments:

Payment Method	We accept major Credit Cards, Business Checks, ship COD and offer Financing.
Check #:	
Check Amount:	
Credit Card Information	
Card Holder Name	
Card Number:	
Expir. Date & Security Code:	
Card Billing Address w/Zip:	

Totals	\$8,845.00
Shipping & Handling	\$50.00
Fuel Surcharge	\$0.00
COD Fee	\$0.00
Sub Total	\$8,895.00
Tax Rate	0.00%
Sales Tax	\$0.00
<b>TOTAL</b>	<b>\$8,895.00</b>

CUSTOMER SIGNATURE:

\*(I hereby authorize C.A.S. of New England, Inc. to obtain, in whatever manner necessary, all information required to assess customers credit worthiness.)

# Proposal



Proposal Date:	5/11/2021
Ship Date:	
Ship Via:	
Terms:	Pay Options
PO #:	

Order Written By: Will Bletzner 87 Eastman Street - South Easton, MA. 02375 (877-263-4897)

<b>SOLD TO:</b>		
BUSINESS/NAME:	Kennebunkport	
ATTENTION:	Rick	
STREET ADDRESS:		
CITY:	STATE	ZIP
E-MAIL ADDRESS:		
PHONE:	(603) 520-2599	CELL #
<b>BILL TO:</b>		
BUSINESS/NAME:		
ATTENTION:		
STREET ADDRESS:		
CITY:	STATE	ZIP
E-MAIL ADDRESS:		
PHONE:		
<b>SHIP TO:</b>		
BUSINESS/NAME:		
ATTENTION:		
STREET ADDRESS:		
CITY:	STATE	ZIP
E-MAIL ADDRESS:		
PHONE:		

P/N	DESCRIPTION OF GOODS AND SERVICES	Load Type	QTY	UNIT PRICE	EXTENSION
CAS-TAS-2XX	CAS Total Annual Support Package Renewal: Includes CAS Technical Support @ Tier-I, Tier-II and Tier-III levels, Warranty extension on all hardware, CAS 'Live-On-Line'™ PC support on CAS Supplied PC's, CAS 'Remote Rescue'™ PC Support on non-CAS supplied PC's, CAS Service Loaner program, CAS Scan Tool Rental program, CAS 'Customers Only' Web access, Subscription Monitoring with Auto-Renew and 10 Month - 0% Interest Balanced Billing payment program. <i>NOTE1: All supported Scan tools and PC's must be listed on this order.</i> <i>NOTE2: TAS 2 provides technical support for a maximum of two software applications.</i> <i>NOTE3: Does not cover leads or batteries. Does not cover against fire/theft.</i>		1	\$ 545.00	\$ 545.00
TXA-HDT-SRN	TEXA HD Truck Annual Software Subscription renewal. <i>NOTE: Renewal is for both PC and Nemo based installations.</i>		1	\$ 795.00	\$ 795.00
TXA-OHW-SRN	TEXA Off Highway Annual Software Subscription renewal. <i>NOTE: Renewal is for both PC and Nemo based installations.</i>		1	\$ 595.00	\$ 595.00
TXA-HDT-SIS	TEXA HD Truck Service Information Database: Includes access to Technical Bulletins, Solved problems and iSupport for one year.		1	\$ 300.00	\$ 300.00
TXA-OHW-SIS	TEXA Off Highway Service Information Database: Includes access to Technical Bulletins, Solved problems and iSupport for one year.		1	\$ 300.00	\$ 300.00
Serail #'s	Texa Navigator and Panasonic Toughbook				
<b>Order Comments:</b>					

Payment Method	We accept major Credit Cards, Business Checks, ship COD and offer Financing.
Check # :	
Check Amount:	
Credit Card Information	
Card Holder Name	
Card Number:	
Explr. Date & Security Code:	
Card Billing Address w/Zip:	

Totals	\$2,535.00
Ship & Handle	\$ -
Fuel Surcharge	\$ -
COD Fee	\$ -
Sub Total	\$2,535.00
Tax Rate	0.00%
Sales Tax	\$ -
<b>TOTAL</b>	<b>\$2,535.00</b>

CUSTOMER SIGNATURE: \_\_\_\_\_  
 \*\*I hereby authorize C.A.S. of New England, Inc. to obtain, in whatever manner necessary, all information required to assess customers credit worthiness.

Down or Partial Payment	\$ -
<b>BALANCE DUE</b>	<b>\$ 2,535.00</b>

## Mike Claus

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**From:** Rick Bleakney  
**Sent:** Thursday, May 27, 2021 3:02 PM  
**To:** Mike Claus  
**Subject:** FW: J-Ball Electronics Texa diagnostic software  
**Attachments:** Renew TEXA Truck Off-Highway USD.pdf; TEXA-eTRUCK-shops USD.pdf

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**From:** Eric Lunan <eric@jballelectronics.com>  
**Sent:** Tuesday, May 11, 2021 11:14 AM  
**To:** Rick Bleakney <rbleakney@kennebunkportme.gov>  
**Subject:** J-Ball Electronics Texa diagnostic software

Hello,

Thanks for calling in today, I hope I can help make sense of all the TEXA options.

The benefit of TEXA diagnostic software is it's ability to connect to virtually every truck and piece of off-highway equipment right up to the current year models. If you visit this page on our website you'll see a list of truck, equipment and engine makes TEXA connects with - <https://jballelectronics.com/texa-diagnostic-scanner/>

Computer requirements to run TEXA diagnostic software: 4GB RAM, 128GB hard drive space, solid state drive recommended for increased performance.

The prices below include everything you will need which includes: TEXA Truck and Off-Highway software, Navigator TXTs universal diagnostic interface and Truck (OBDII, 6 & 9 Pin Deutsch and 12 Pin Terminal cables) and Off-Highway cables (29 cable bundle, \$3,869 if purchased separately, \$1,620 when bundled).

\$11,220.00 - Panasonic FZ55 Semi Rugged Toughbook

There is an annual renewal fee to continue to receive access to the latest models, you don't have to renew each year and they won't ding you to catch up on updates if you skip it for a year or two.

\$795.00 - TEXA Truck Annual Renewal

\$300.00 - Texa I support

\$595.00 - TEXA Off-Highway Annual Renewal

\$300.00 - Texa I support

Another interesting option TEXA opens up for your business is called eTRUCK. It's a module you install on your customer's trucks then you can provide remote monitoring of their vehicle status, reset fault codes and perform DPF regens remotely through your or laptop.

The eTRUCK module costs \$320 per truck (you can get it down to \$284 per truck if you purchase 25 modules at a time) and the web portal costs \$180 to \$480 per year depending on the number of trucks you manage. More info about eTRUCK can be found on our website - <https://jballelectronics.com/products/texa-etruck/>

If you have any further questions, please feel free to call.



Thanks for your time,

Eric

JBall Electronics  
#5 4320 29th St.  
Vernon, BC  
Canada V1T 5B8  
Email: [eric@jballelectronics.com](mailto:eric@jballelectronics.com)  
Phone: (778)475-5528  
Toll Free: 1-855-ECM-TUNE

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# AGENDA ITEM DIVIDER

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TOWN OF KENNEBUNKPORT, MAINE

~ INCORPORATED 1653 ~

MAINE'S FINEST RESORT

Memorandum

To: Laurie Smith
From: Michael Claus, Public Works Director
Date: June 21, 2021
Re: Tandem Axle Truck Replacement

Handwritten signature: Michael W. Claus

We have received bids to replace our 2004 Tandem Axle truck. The 2004 tandem Axle truck has been taken out of service due to rust deformation of the double steel channel frame supporting the truck body. Without repair of the frame system the truck will not pass a State of Maine inspection for road use.

A summary of the bids received is attached to this memo. The low bid that meets our specification is from O'Connor Motors for a 2023 Western Star 4700SB truck with Viking Cives equipment for \$208,138.

Advantage Truck Group bid a demonstration truck that is a 2021 Western Star 4700SF truck with Viking Cives equipment for \$195,700. Rick Merrill (highway foreman), Rick Bleakney (Town Mechanic) and I inspected the truck at Advantage Truck Group's facility in Seabrook NH. The truck has approximately 3000 miles and 75 hours of engine run time. The new truck warranty period would be added on to this mileage and hour time. The truck has a Viking Pro-Line side dump body instead of a removable hopper spreader body specified. Currently two of our 5-ton plow trucks use the Pro-Line side dump and our current tandem axle has a side dump body. In speaking with Viking Cives, the cost to add the equipment we have in our specification to the Advantage Truck Group Western Star truck is \$13,405.

I recommend that the Town purchase the Advantage Truck Group 2021 Western Star 4700SF truck with Viking Cives equipment for \$195,700. The O'Connors Motors truck has a 300-day delivery time and I am concerned that issues with international supply chain delays could cause a longer truck delivery time or possibly prevent the manufacturer from meeting our truck specifications at the bid price. The 2021 Western Star Truck meets our criteria for snowplow work and is available now. We can either purchase a new plow or utilize the plow from the 2004 truck this winter. We may have additional savings on truck equipment by purchasing items we have specified and installing them with our labor. The purchase of a truck this summer will allow for us to keep a tandem axle truck on the rural Goose Rocks Road route and keep our 2.5 Ton Truck 8 available as a spare plow truck.

Dealer	Make	Model	Engine	Year	Gear Supplier	Chassis Delivery	Gear Installation	Cost	Comments	Recommendation
Advantage Truck Group	Western Star	4700 SF	Detroit DD13	2021	Viking Clives	Available	Available	\$ 195,700.00	See Truck Inspection Notes	Low Bid with Notes
Alligance	International	HV513 SB	International AE26	2023	Viking Clives	300 days	30-60 days	\$ 201,100.00	Poor Cab Visibility for Winter Operations. Engine Emissions Poor Reliability.	Not Recommended
Alligance	International	HV513 SB	International AE26	2023	HP Fairfield	300 days	30-60 days	\$ 202,650.00	Poor Cab Visibility for Winter Operations. Engine Emissions Poor Reliability.	Not Recommended
O'Connor	Western Star	4700 SB	Cummins X12	2023	Viking Clives	300 days	30-60 days	\$ 208,138.00	Viking Spec	Low Bid
Daigle & Houghton	International	HX 620 SB	Cummins X15	2023	Viking Clives	180-210 days	30-60 days	\$ 211,290.00	Viking Spec	
Alligance	International	HX620 SB	Cummins X15	2022	Viking Clives	240 days	30-60 days	\$ 212,130.00	Viking Spec	
Alligance	International	HX520 SF	Cummins X15	2022	Viking Clives	240 days	30-60 days	\$ 212,730.00	Poor Cab Visibility for Winter Operations.	Not Recommended
Daigle & Houghton	International	HX 620 SB	Cummins X15	2023	HP Fairfield	180-210 days	30-60 days	\$ 212,840.00	HP Fairfield Spec	
Alligance	International	HX620 SB	Cummins X15	2022	HP Fairfield	240 days	30-60 days	\$ 213,660.00	HP Fairfield Spec	
Alligance	International	HX520 SF	Cummins X15	2022	HP Fairfield	240 days	30-60 days	\$ 214,280.00	Poor Cab Visibility for Winter Operations.	Not Recommended
Daigle & Houghton	Western Star	4700 SB	Cummins X12	2023	Viking Clives	240-300 days	30-60 days	\$ 214,790.00	Viking Spec	
Freightliner	Western Star	4700 SB	Cummins X12	2022	Viking Clives	230 days	30-60 days	\$ 215,041.00	Viking Spec	
Daigle & Houghton	Western Star	4700 SB	Cummins X12	2023	HP Fairfield	240-300 days	30-60 days	\$ 216,340.00	Viking Spec	
Freightliner	Western Star	4700 SB	Cummins X12	2022	HP Fairfield	230 days	30-60 days	\$ 216,591.00	HP Fairfield Spec	
Viking Clives	Body & Plow Gear							\$ 84,290.00	Viking Spec	
HP Fairfield	Body & Plow Gear							\$ 64,500.00	See ATG Inspection Notes	
								\$ 85,840.00	HP Fairfield Spec	

Note: SF denotes set forward front axle  
SB denotes set back front axle

Advantage Truck Group  
Inspection Notes  
Front plow w/ edges  
Liquid tank  
Minimizer Fenders  
Pintle Hook, Glad Hands and air to rear of truck  
Paint  
Rear camera system  
Total addition cost

\$ 8,250.00  
\$ 2,405.00  
\$ 1,500.00  
\$ 650.00  
\$ 600.00  
\$ (600.00)  
\$ 12,805.00

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# AGENDA ITEM DIVIDER

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## ANIMAL SHELTER AGREEMENT, KENNEBUNKPORT

This agreement (the “Agreement”) is by and between the Animal Welfare Society, Inc., a non-profit corporation organized and existing under the laws of the State of Maine (herein-after “AWS”), Old Holland Road, West Kennebunk, Maine and the Town of Kennebunkport, Maine (hereafter “Municipality”) (collectively, “Parties”). The terms of this Agreement shall take effect on July 1, 2021 and shall remain in effect through June 30, 2022.

WHEREAS, Municipality is required under the laws of the State of Maine to provide shelter at a State licensed animal control shelter (7 M.R.S. § 3949) for stray and lost domesticated companion animals (hereinafter “Animal” or “Animals”); and

WHEREAS, Municipality is required under the laws of the State of Maine to provide services relating to the humane disposition of said Animals in the event they are not claimed by their owners; and

WHEREAS, AWS operates an animal shelter as defined in 7 M.R.S. §3907, which is a suitable facility for the housing and/or disposition of said Animals (hereinafter, the “Shelter”) but is not a suitable facility for the housing and/or disposition of any living, sentient creature that is not an Animal;

NOW THEREFORE, the Parties hereby agree as follows:

1. AWS will confine such Animals as may be delivered to it by an authorized agent of the Municipality for the legal impoundment period. At the end of this period, AWS will make such a disposition as it seems fit in accordance with 7 M.R.S. §§3912, 3913, *et. seq.* AWS may refuse delivery of any living, sentient creature that, in the sole and exclusive judgment of AWS, is not an Animal.
2. Delivery of said Animals shall be accepted from the Municipality’s Animal Control Officer/Police from 7:30 a.m. to 4:30 p.m., Sunday through Saturday (“Regular Business Hours”). Police and/or Animal Control Officer will be issued a key to an after-hours holding room at the Shelter. Persons may deliver Animals found within the boundaries of the Municipality to the Shelter during Regular Business Hours. Animals delivered to AWS by Municipality’s Animal Control Officer or Police after hours shall be placed by the person delivering the Animal in pens, kennels, or crates made available in the holding room by AWS for that purpose, to the extent such materials are available to AWS. It is the responsibility of the Police and/or Animal Control Officer delivering an Animal after hours to provide bedding, food, and water for said Animal as supplied by AWS, to the extent such materials are available to AWS. Where delivery of one or more Animals by the Municipality’s Animal Control Officer or Police renders the Shelter unable to humanely confine such Animals in the holding room, the delivering Animal Control Officer or Police shall communicate with designated AWS personnel prior to delivery to verify AWS’s ability to confine such Animals. AWS alone retains sole discretion to refuse delivery of one or more Animals where such delivery renders AWS unable to provide appropriate housing and/or disposition of delivered Animals.



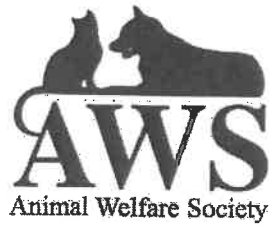
3. Police and Animal Control Officers shall take a stray or lost Animal to its owner, if known, or, if the owner is unknown, to the Shelter. Municipality agrees that all Animals apprehended and seized within the boundaries of the Municipality and delivered to the Shelter shall be under the exclusive control and custody of AWS. Moreover, Municipality agrees that AWS shall have the undisputed right, consistent with the laws of the State of Maine, to humanely dispose of every Animal given into its custody in accordance with State laws and the policies and procedures of AWS.

4. AWS will not accept delivery of any injured Animal that has not received proper veterinary care. Municipality agrees that it shall obtain appropriate veterinary care for injured Animals prior to delivery to AWS. In the event that Municipality delivers an injured Animal to the Shelter without first obtaining appropriate veterinary care, AWS, in its sole discretion, may elect either to refuse acceptance of such Animal or to accept delivery of such Animal and procure the veterinary care it deems necessary and appropriate. Municipality agrees to reimburse AWS for the costs of emergency and required veterinary care within ten (10) days from the receipt of an invoice. At no time will the Municipality deliver any injured Animal to the Shelter during hours other than Regular Business Hours unless Municipality has made prior arrangements with AWS.

5. The Municipality agrees to and shall indemnify and hold harmless AWS for any claims arising out of actions and/or inactions of the Municipality's Police Officers and Animal Control Officers in the capturing, detaining, processing, documenting and delivery of any Animal under this Agreement, and for any violation by the Municipality's Animal Control Officer or Police Officers of the provisions of this Agreement, and of applicable laws or regulations.

6. AWS shall assist Municipality's residents in allowing owned Animals to be claimed during Regular Business Hours. AWS will request proof of payment prior to releasing an Animal to its owner and may collect impoundment fees for the Municipality. AWS reserves the right to release an Animal without proof of payment of impoundment fees if a case warrants the release, in AWS' sole judgment. Impoundment fees collected by the AWS on the Municipality's behalf will be forwarded to the Municipality on a quarterly basis, along with a quarterly report of activity and an invoice for contract fee for service.

7. AWS may provide rabies quarantine on a space-available basis for a period of at least ten (10) days to stray dogs and cats found within the Municipality, which have bitten residents of the Municipality ("Rabies Quarantine"). Provision for rabies testing, and the costs therein, are the sole responsibility of the Municipality and/or its residents. AWS is not obligated to quarantine privately-owned Animals.



KENNEBUNKPORT

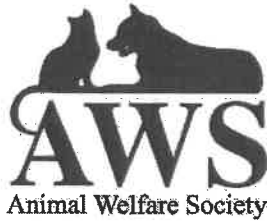
Quarterly Payment Schedule:

1st Payment due date:	July 1, 2021	Amount:	\$1,207.22
2nd Payment due date:	October 1, 2021	Amount:	\$1,207.22
3rd Payment due date:	January 1, 2022	Amount:	\$1,207.22
4th Payment due date:	April 1, 2022	Amount:	\$1,207.22
		<b>Total</b>	<b>\$ 4,828.88</b>

Date Contract Mailed to Municipality: \_\_\_\_\_

Date Contract Received back by AWS: \_\_\_\_\_





22. The fees noted in Paragraph 17, above, shall cover all boarding for Animals delivered to AWS and held other than those pending court proceedings. In the case of seizures due to cruelty and/or neglect, costs and fees for animal care are the Municipality's responsibility. AWS fee schedules are available upon request.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on their behalf, in duplicate counterparts, as of the date first above written.

TOWN OF KENNEBUNKPORT, MAINE

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

Printed Name: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

THE ANIMAL WELFARE SOCIETY, INC.

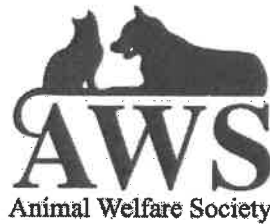
By: Abigail Smith \_\_\_\_\_ Witness: Tommy Hetchins \_\_\_\_\_

Printed name: Abigail Smith Printed Name: Tommy Hetchins

Its: Executive Director \_\_\_\_\_



16. AWS offers to provide the following services to Municipality at no additional cost to Municipality:
- Disposal Services: AWS will accept for disposal stray or lost cats or dogs, dead on arrival, from Animal Control Officers, or duly authorized Police.
  - Telephone Services: To avoid confusion, AWS will take all telephone inquiries regarding reclaiming an Animal and adopting an Animal. Under special circumstances involving suspected abuse or neglect, the Animal Control/Police Officer(s) may request that they be contacted prior to an Animal being reclaimed by its owner.
  - Lost and Found Pet Services: AWS staff will take lost and found reports to facilitate the return of pets to their owners.
  - Education Services: AWS staff and volunteers will be available for conducting education programs upon request to any interested community group or organization, including schools, grades Kindergarten through 12.
17. For services provided by AWS to Municipality under this Agreement or under applicable law, the Municipality agrees to pay AWS the total sum of \$4,828.86, which is based on \$1.39 per capita/per year, of the Municipality's population as of 2010 Census (3,474), payable in advance quarterly payments.
- Fee Calculation:  $3,474 \text{ population} \times \$1.39 \text{ per capita} = \$4,828.86$
18. This Agreement represents the entire agreement between the Parties and no oral or prior written matter shall have any force or effect. No amendment shall be effective without prior express written approval signed by both Parties. Neither Party shall be bound by any conditions not expressly stated in this Agreement.
19. This Agreement is binding upon, and shall inure to the benefit of the heirs, assigns and successors in interest of the Parties hereto.
20. If any provisions of this Agreement shall be adjudged to be invalid or unenforceable by final judgment of a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity of the Agreement and the remaining provisions of the Agreement shall be construed as if not containing such provision and, thereafter, the rights and obligation of the parties shall be construed and enforced under the remaining provisions of the Agreement.
21. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Maine.



8. AWS shall provide to Municipality a detailed, quarterly record of the number of stray or lost Animals seized within the territorial limits of Municipality and received by AWS.
9. Municipality shall be fully responsible for carrying out all enforcement activities required under the laws of the State of Maine and the ordinances of the Municipality, as may be amended. AWS shall not be required to apprehend or seize any Animal found roaming at large.
10. AWS shall make all reasonable efforts to promote Trap, Neuter, Return (“TNR”) for feral cats, and return such feral cats that are spayed/neutered, vaccinated, ear tipped and/or micro-chipped to the originating location when possible, and promote caregiver volunteerism and guardianship. The Municipality shall work with AWS and the community to permit and encourage TNR as the preferred method of dealing with feral cats.
11. AWS shall have the sole and exclusive right to determine the responsibility of persons offering to become the owners of unclaimed Animals and the suitability of homes offered and shall have the sole and exclusive right to accept or reject such applicants’ claims to previously unclaimed Animals.
12. Municipality agrees that it shall notify AWS, in writing, of the identities of all of its duly authorized Animal Control Officers. Municipality agrees that it will provide each Animal Control Officer with a copy of the animal control laws of the State of Maine contained in the booklet published by the Maine Animal Welfare Board, the sections of the Municipality’s codes or ordinances, which are pertinent to the performance of their duties, and the terms of this Agreement. Animal Control Officers must also be certified as required by 7 M.R.S. § 3947.
13. AWS, its officers, employees, agents and volunteers shall act in an independent capacity during the term of this Agreement and shall not act or hold themselves out as officers, employees, agents or volunteers of Municipality. Municipality, its employees, agents and representatives shall act in an independent capacity during the term of this Agreement and shall not act or hold themselves out as officers, employees, agents or volunteers of AWS. Nothing in this Agreement shall be deemed by either Party or by any third party as creating a joint venture or partnership between AWS and Municipality.
14. AWS agrees to comply with applicable federal and state laws and regulations in the performance of this Agreement.
15. This Agreement shall not be assigned by either Party, without the prior written approval of the other Party.

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# AGENDA ITEM DIVIDER

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## Memo

To: Board of Selectmen

Fr: Laurie Smith, Town Manager

Re: American Rescue Plan (ARP) Act

Dt: June 21, 2021

On March 11, 2021, the American Rescue Plan Act was signed into law, and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Funds, which together make up the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") program. This program is intended to provide support to State, territorial, local, and Tribal governments in responding to the economic and public health impacts of COVID-19 and in their efforts to contain impacts on their communities, residents, and businesses.

Recipients are accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with the SLFRF statute, SLFRF Award Terms and Conditions, Treasury's Interim Final Rule, and reporting requirements, as applicable.

**Key Principles** There are several guiding principles for developing your own effective compliance regimes:

- Recipients and subrecipients are the first line of defense, and responsible for ensuring the State and Local Fiscal Recovery Funds (SLFRF) are not used for ineligible purposes, and there is no fraud, waste, and abuse associated with their SLFRF award;
- Many SLFRF-funded projects respond to the COVID-19 public health emergency and meet urgent community needs. Swift and effective implementation is vital, and recipients must balance facilitating simple and rapid program access widely across the community and maintaining a robust documentation and compliance regime;
- SLFRF-funded projects should advance shared interests and promote equitable delivery of government benefits and opportunities to underserved communities, as outlined in Executive Order 13985, On Advancing Racial Equity and Support for Underserved Communities Through the Federal Government; and
- Transparency and public accountability for SLFRF award funds and use of such funds are critical to upholding program integrity and trust in all levels of government, and SLFRF award funds should be managed consistent with Administration guidance per Memorandum M-21-20 and Memorandum M-20-21.

**Statutory Eligible Uses** As a recipient of an SLFRF award, your organization has substantial discretion to use the award funds in the ways that best suit the needs of your constituents – as long as such use fits into one of the following four statutory categories:

1. To respond to the COVID-19 public health emergency or its negative economic impacts;
2. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to such eligible workers of the recipient, or by providing grants to eligible employers that have eligible workers who performed essential work;
3. For the provision of government services, to the extent of the reduction in revenue of such recipient due to the COVID–19 public health emergency, relative to revenues collected in the most recent full fiscal year of the recipient prior to the emergency; and
4. To make necessary investments in water, sewer, or broadband infrastructure.

**Eligible Costs Timeframe.** Your organization, as a recipient of an SLFRF award, may use SLFRF funds to cover eligible costs that your organization incurred during the period that begins on March 3, 2021, and ends on December 31, 2024, as long as the award funds for the obligations incurred by December 31, 2024 are expended by December 31, 2026. Costs for projects incurred by the recipient State, territorial, local, or Tribal government prior to March 3, 2021, are not eligible, as provided for in Treasury’s Interim Final Rule.

**Funding Levels:**

Maine: \$997,495,130.10

York County: \$40,331,830.00

Kennebunkport: \$363,997.00 (Estimated)

Payments will be divided in two with half in 2021 and half in 2022.

With the assistance of Maine Municipal Association, I have developed a partnership with a group of municipalities statewide to find avenues for local governments to leverage dollars with the State and County funds to accomplish more with these once in a lifetime funds.

I will continue to update the Selectmen as more news come forward from the US Treasury and the State of Maine. In the meantime, I welcome feedback from the Selectmen and community about the future use of ARP funds.