



TOWN OF KENNEBUNKPORT, MAINE

Board of Selectmen Agenda September 9, 2021 @ 6:00 PM VIRTUAL MEETING VIA ZOOM

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1. Call to Order.
2. Approve the August 26, 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 a new Victualer's License application submitted by Kennebunkport Captains Collection d/b/a AWOL Kennebunkport, 34 Main Street.
5. Consider renewal liquor license submitted by Asador LLC d/b/a The Lost Fire, 62 Mills Road.
6. Appoint Tracey O'Roak as Constable with a term to expire March 2022.
7. Appoint Interim Treasurer.
8. Appoint the following individuals to the Conservation Commission:
 1. Susanne Wolff with a term to expire July 2023 and
 2. Karen Hall with a term to expire July 2024
9. Appoint Peter Hussey to the Shade Tree Committee with a term to expire July 2022.
10. Award bid for Wastewater dewatering equipment evaluation, selection and bid administration.
11. Award bid for replacement of failed HVAC system in Wastewater Headworks/lab building.
12. Discussion on proposal of sale of property to Kennebunkport Climate Initiative (KCI) and updated infrastructure estimate from Acorn Engineering.

13. Consider request for a new sidewalk along Main Street from the Crow Hill area to the village of Cape Porpoise.
14. Short-term rental implementation update.
15. Other business.
 - a. Legal Opinion on School Board recall provisions.
 - b. Designate Voting Delegate for MMA Annual Business Meeting
16. Approve the September 9, 2021, Treasurer's Warrant.
17. Adjournment.

AGENDA ITEM DIVIDER

Town of Kennebunkport
Board of Selectmen Meeting VIA Zoom
August 26, 2021
6:00 PM

MINUTES

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

Others attending via Zoom: Craig Sanford, David Powell, Tracey O’Roak, Michael Claus, Eric Labelle, Christopher Simeoni,

1. Call to Order

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

2. Approve the August 10, 2021, and August 12, 2021, selectmen meeting minutes.

Motion by Selectman Daggett, seconded by Selectman Weston, to approve the August 10, 2021, and August 12, 2021, selectmen meeting minutes. **Roll Call Vote:** Briggs, Weston, Daggett and Matthews-Bull. **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. Consider sale of surplus Town trucks.

Michael Claus, Public Works Director, recommended using an auction process to sell two old Town trucks. There is a 2003 tandem axle and the old wastewater pickup truck that were put out to bid with no interest. Other municipalities have successfully used Keenan Auction Company to dispose of old equipment. The auction company would sell it “as is” for the highest price on the day of the sale.

Motion by Selectman Daggett, seconded by Selectman Briggs to authorize the Public Works Director to sell the two trucks through Keenan Auction Company. **Roll Call Vote:** Briggs, Weston, Daggett, and Matthews-Bull. **Voted:** 4-0. **Motion passed.**

5. Review proposed Purchase & Sale Agreement for Village Parcel, Lot D.

Selectman Matthews-Bull advised that pertinent information was received today, which needs to be reviewed before making any decisions.

Motion by Selectman Daggett, seconded by Selectman Weston to table this item. **Roll Call Vote:** Briggs, Weston, Daggett, and Matthews-Bull. **Voted:** 4-0. **Motion passed.**

6. Set date for special Board of Selectmen's meeting on September 2, 2021.

Selectman Matthews-Bull asked if the Board would like to set a date to discuss and vote on the potential purchase & sale agreement. September 2, 2021 was chosen. The meeting will be virtual at 6:00 pm.

Motion by Selectman Daggett, seconded by Selectman Weston to set a virtual special selectmen's meeting for September 2, 2021 at 6 pm. **Roll Call Vote:** Briggs, Weston, Matthews-Bull and Daggett. **Voted:** 4-0. **Motion passed.**

7. Other Business.

Selectman Briggs mentioned that the "dip" in the road in front of the old Catholic Church has been repaired and thanked the Public Works Department.

Selectman Daggett reminded the viewers that softball is still going strong and is welcoming anyone who would like to join in.

Police Chief, Craig Sanford, advised that Colony Beach has been closed for jetty repairs. It is a dangerous work zone and folks should avoid that area.

Chief Sanford also stated that the fireworks delayed from the Fourth of July will be held on Sunday, September 5th. The usual spots for viewing will be available, with the exception of Colony Beach. Handicapped parking will be available at St. Anne's Church.

8. Approve the August 26, 2021, Treasurer's Warrant.

Motion by Selectman Briggs, seconded by Selectman Weston to approve the August 26, 2021, Treasurer's warrant. **Roll Call Vote:** Briggs, Weston, Matthews-Bull and Daggett. **Voted:** 4-0. **Motion passed.**

9. Adjournment.

Motion by Selectman Briggs, seconded by Selectman Daggett to adjourn. **Roll Call Vote:** Briggs, Weston, Matthews-Bull and Daggett. **Voted:** 4-0. **Motion passed.** Meeting adjourned at 6:15 p.m.

Submitted by,
Tracey O'Roak
Administrative Assistant

AGENDA ITEM DIVIDER

INTEROFFICE MEMORANDUM

TO: LAURIE SMITH AND BOARD OF SELECTMEN

FROM: JAMIE L. MITCHELL, TOWN CLERK

SUBJECT: VICTUALER'S LICENSE APPLICATION RE: AWOL KENNEBUNKPORT

DATE: 09/03/2021

CC: TRACEY O'ROAK

Robert Blood on behalf of Kennebunkport Captain's Collection d/b/a AWOL Kennebunkport f/k/a Maine Stay Inn has applied for a Victualer's license for the 2021/22 licensing year.

After inspection by Code Enforcement (08/18), proper publication of notice to the public (08/27) and review by department heads, staff recommends approval of said application at the 09/09/21 BOS Meeting.

AGENDA ITEM DIVIDER

INTEROFFICE MEMORANDUM

TO: LAURIE SMITH AND BOARD OF SELECTMEN
FROM: JAMIE L. MITCHELL, TOWN CLERK
SUBJECT: LIQUOR LICENSE APPLICATION RE: THE LOST FIRE
DATE: 09/03/2021
CC: TRACEY O'ROAK

German Lucarelli on behalf of Asador, LLC d/b/a The Lost Fire has applied for a renewal liquor license for the 2021/22 licensing year.

After review by department heads, staff recommends approval of said application at the 09/09/21 BOS Meeting.

AGENDA ITEM DIVIDER

INTEROFFICE MEMORANDUM

TO: SELECTBOARD OF KENNEBUNKPORT
LAURIE SMITH, TOWN MANAGER

FROM: JAMIE L. MITCHELL, TOWN CLERK

SUBJECT: APPOINTMENT OF CONSTABLE

DATE: AUGUST 18, 2021

CC: TRACEY O'ROAK

We have been made aware of several municipalities making changes to their appointed constable in an effort to avoid a perceived conflict of interest as described in statute in 30-A § 2526 (6); general guidance provided in trainings by Maine Municipal Association; and direction from the Town's legal team. Said primary authority further goes on to state that "...the warrant should not be directed to a municipal officer..." and "...it is best practice not to have the clerk post the warrant."

As such, we are respectfully requesting that the Selectboard terminate the appointment of Town Clerk, Jamie L. Mitchell as Constable, and further appoint Tracey O'Roak as constable of Kennebunkport for a period to expire in March of 2022.

TOWN OF KENNEBUNKPORT, MAINE

Effective September 9, 2021

TO: TRACEY O'ROAK

OF: KENNEBUNKPORT

County of York and State of Maine.

We, the Municipal Officers of the Town of Kennebunkport, do in accordance with the provisions of the laws of the State of Maine hereby appoint you as:

CONSTABLE

within and for the municipality of Kennebunkport for a term expiring March, 2022.

Given under our hand this 9th day of September, 2021.

**Selectmen
of
Kennebunkport**

STATE OF MAINE

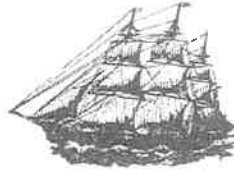
County of York, ss

Date: _____

Personally appeared the above named **TRACEY O'ROAK** who has been duly appointed by the Board of Selectmen in said municipality, and took the oath necessary to qualify her to discharge said duties for the ensuing term according to the law. Before me:

Notary Public

AGENDA ITEM DIVIDER



TOWN OF KENNEBUNKPORT, MAINE

– INCORPORATED 1653 –

MEMO

To: Board of Selectmen
cc: Laurie Smith, Town Manager

From: Tracey O’Roak, Assistant to Town Manager

Date: September 7, 2021

RE: Conservation Commissions Appointments

Carol Laboissonniere, Chair, is recommending appointment of the following residents to the Conservation Commission:

1. Susanne Wolff, 30 Wolff Farm Lane
2. Karen Hall, 5 Fisher Lane

Thank you for your consideration.

AGENDA ITEM DIVIDER



TOWN OF KENNEBUNKPORT, MAINE

— INCORPORATED 1653 —

MEMO

To: Board of Selectmen
cc: Laurie Smith, Town Manager

From: Tracey O’Roak, Assistant to Town Manager

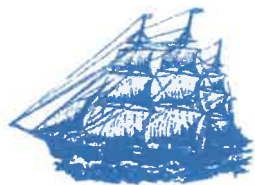
Date: September 7, 2021

RE: Shade Tree Committee Appointment

John Ripton, Tree Warden, is recommending appointment of Peter Hussey, 59 North Street to the Shade Tree Committee.

Thank you for your consideration.

AGENDA ITEM DIVIDER



KENNEBUNKPORT WASTEWATER DEPARTMENT

MEMORANDUM

Date: September 2, 2021

To: Laurie Smith

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

Re: Agenda item for September 9 Selectmen's Meeting, Dewatering Engineering Proposals

Over the past summer, we were in contact with many types of dewatering industries to help us determine the best technology to dewatering our biosolids. Being a secondary activated sludge plant, dewatering has been found to be challenging.

As a result of our inquiries, some industries did not feel they could meet our dewatering criteria of 18% dry solids, others bench tested, and five pilot tested.

Pilot testing requires a full-scale operation conducted at the facility for 1-week periods each. The testing resulted in three firms being able to meet our criteria, all being centrifuge technology.

The Town is currently contracting with two environmental engineering firms, Wright Pierce and Woodard Curran.

We requested proposals from each firm to develop a selection process to evaluate three centrifuge technologies and design their installation in the existing dewatering facility.

A life cycle analysis will be conducted for each technology. The selected units will be then designed into the existing space and have a planned phased installation.

The design proposals includes the following:

- Centrifuge equipment selection and procurement
 - Pre-procurement bid package
 - Pre-procurement bidding and evaluation
- Preliminary design to include:
 - Design basis report
 - Demolition and construction sequencing
 - Conveyor systems
 - Mechanical systems
 - Heating and ventilation

- Electrical design
- Control system design
- Structural and Architectural Design
- Final Design
- Bidding and award

Construction services are not included as part of these proposals.

The price proposal for the firms were as follows:

Wright Pierce - \$193,600 (excluding bid phase)

Woodard Curran - \$139,000

We feel both firms are competent in their ability to conduct the evaluation and design of the project.

Based on the pricing, we would recommend awarding to Woodard Curran for a price of \$139,000.

A budget of \$150,000 was approved from Capital Reserves for the dewatering design in the Fall of 2020.



August 26, 2021

Eric Labelle, PE
Principal Project/Process Engineer
Town of Kennebunkport Wastewater Department
6 Elm Street
Kennebunkport, ME 04046

RE: Wastewater Treatment Facility – Dewatering Upgrades Design Engineering Proposal

Dear Eric:

Thank you for taking the time to meet with us on Friday, August 20, 2021 to discuss your upcoming Sludge Dewatering System upgrades. The insight and background you provided to us has allowed us to gain an understanding of the key drivers, the project scope, and the Town's goals for this project. We have recently completed similar dewatering projects in Maine including City of Ellsworth Bayside Road WWTF upgrades (GEA Westfalia), Presque Isle Utilities District (Centrisys) and Freeport Sewer District (Centrisys); we understand the challenges of this project and offer our experience solving them. The following proposal includes our understanding of the project background, needs, drivers, and a scope of services for design and bidding services for this work.

PROJECT UNDERSTANDING & BACKGROUND It is our understanding that the Town desires to demolish and replace its (2) existing Belt Filter Presses (BFPs) with (2) new centrifuges in a 100% redundant Lead/Standby configuration. We understand that the need and driver for this upgrade is that the Town will no longer be dewatering and composting biosolids for offsite disposal as has been the current practice at the WWTF for some time. It is our understanding that the Town's insurance provider will not provide coverage if this method for biosolids processing and disposal continues. The Town has reviewed processing and disposal requirements with local waste management companies, and sludge cake solids content of 18-20% (minimum) is required for landfill disposal at this time. The current BFPs cannot reliably meet this requirement and a change in dewatering technology is needed. It is also our understanding that the Town has identified funding for this project through the Maine Clean Water State Revolving Fund (CWSRF) and the Town has a total budget of \$1.5M for construction; this budget has the potential to be impacted if existing WWTF infrastructure is found to be unable to support or accommodate the new dewatering equipment.

DEWATERING CENTRIFUGE PILOT TESTING Over the past few months, the Town has pilot tested (3) centrifuge manufacturers as well as screw press manufacturers at the WWTF. The (3) centrifuge manufacturers were GEA Westfalia Separator, Alpha Laval and Centrisys CNP. Based on the results of the pilot testing, all (3) centrifuge manufacturers can meet the Town's required sludge dewatering performance to allow for offsite disposal of sludge cake. The screw press pilot test results indicated that this technology could not meet the Town's required performance for offsite disposal and thus the Town has decided to pursue a centrifuge as the technology of choice for the sludge dewatering system upgrades. Per our past discussions, we commend this pilot testing process and up-front work the Town has done; an important first step to ensure this project and the dewatering technology selection meets the Town's needs in the most economical way both up-front and long-term.

ENGINEERING SCOPE OF SERVICES

We propose the following services to complete the project work; we have broken this work out in Tasks to include the evaluation of the centrifuge manufacturer's proposals, as well as the completion of subsequent design and bidding phase services.



Task 1 – Centrifuge Equipment Manufacturer Selection & Pre-Procurement

As mentioned on our site visit with you, we recommend an evaluated bid pre-procurement process be conducted as the next step to select the final centrifuge manufacturer. We have successfully used this approach in the past on projects of similar nature with centrifuge equipment. The goal of the evaluation is to identify the best up-front cost and lowest life cycle cost for the Town. This work will include the following:

- **Pilot Test Reporting:** Review of the pilot testing reports from the (3) centrifuge manufacturers. It is assumed the Town will provide the reports in electronic format for our review.
- **Pre-Procurement Kickoff Meeting:** Conduct an initial Kickoff Meeting with your team to clarify and confirm project goals and objectives with respect to the centrifuge equipment; and ensuring key evaluation criteria from your team are included in the bid package for the centrifuge manufacturers.
- **Centrifuge Operating Criteria:** We will establish operating criteria for the centrifuge equipment in conjunction with your desired approach to operations. We will review data provided by the Town on current and future sludge processing requirements and confirm the required dewatering capacity for the new centrifuges. In partnership with the Town, we will jointly determine performance criteria including sludge cake solids, polymer consumption, filtrate capture rate, and sludge feed capacity to the new centrifuges.
- **Pre-Procurement Bid Package:** We will provide an evaluated bid package for the (3) centrifuge manufacturers to provide formal bidding, to include the following criteria: Up-front Purchase Price, Total Net Present Value Life Cycle Cost, System Operability & Reliability, Warranty, Technical Support, and Experience.
 - The package will include a draft submission to the Town for review, as well as the Maine Department of Environmental Protection (ME DEP) for their review as part of the project funding.
 - The work will include incorporation of (1) round of review comments from your team and ME DEP into the Pre-Procurement documents.
- **Pre-Procurement Bidding:** This task will include formal bidding of the pre-procurement package to the (3) centrifuge manufacturers. It is anticipated that a bid period of three weeks will be required for this process. This work includes W&C responses to bidders' questions and issuance of up to (2) formal addenda, as needed.
- **Pre-Procurement Bid Evaluation:** This task will include W&C review of up to (3) submitted bids, along with preparing a bid recommendation for the Town's use and review.

Task 2 – Preliminary Design

- **Design Kickoff Meeting:** Conduct an initial Design Kickoff Meeting with your team to clarify and confirm project goals and objectives.
- **Design Site Visit:** Perform (1) site visit by the project manager, project engineer, structural engineer, HVAC engineer, electrical engineer, and controls engineer to review existing conditions and obtain information to complete evaluation of the dewatering system and necessary supporting systems.
- **Design Basis Report (DBR):** As part of the Preliminary Design, the following items will be evaluated and included in a DBR. The DBR will include a chapter for applicable items associated with the project for each trade of work including Structural/Architectural, Process Mechanical, HVAC, Plumbing, Electrical, Controls, and Site Civil. The DBR will include a plan for maintenance of dewatering



operations through construction as well as a plan for construction sequencing for trades that are impacted. The DBR will also include a 30% Opinion of Probable Construction Cost (OPCC).

- Provide one workshop meeting to review findings and the proposed design basis. Town comments from the meeting will be incorporated into the Draft DBR.
 - Prepare a draft DBR and distribute to the Town for review.
 - Following Town Review & Comments on the draft DBR submit an electronic stamped copy to ME DEP for their review.
 - Provide (1) round of responses to DBR comments (if any) from ME DEP and issue a final DBR.
- Process Mechanical Design will include the following:
 - Demolition of the (2) existing BFP's and replacement with (2) new centrifuges. It is assumed the demolition and replacement will occur one unit at a time to allow for dewatering operations to be maintained through construction without the need for temporary facilities or temporary dewatering during construction. It is our understanding that the new centrifuges will be 100% redundant units.
 - Demolition of the existing polymer systems and replacement with (2) new liquid emulsion polymer systems. It is assumed that the polymer systems will be included as part of the pre-procurement package with the centrifuges which is a typical scope for the centrifuge manufacturers.
 - Demolition of the (2) existing dewatering feed pumps and replacement with (2) new variable speed dewatering feed pumps. It is assumed that the pump type selection will occur as part of a desktop evaluation with Town staff and will either be progressive cavity pump (to match the existing technology), rotary lobe pump, or double disk pump system. The recommendations of the chosen centrifuge manufacturer on their preferred pump type will also be considered and coordinated.
 - Existing Belt Conveyor – Evaluate the existing belt conveyor for refurbishment and/or demolition and replacement with a new conveyor. It is anticipated that the new conveyor will be a screw type or a belt type conveyor.
 - Leveling Conveyor – Design of a screw type leveling conveyor with up to (3) discharge ports to evenly distribute dewatered sludge cake into a roll off container in the existing garage bay below the dewatering room.
 - Associated process piping and valve modifications for (2) dewatering feed pumps, (2) polymer systems, wash water to both centrifuges, conveyor drains and dewatering centrate.
 - Existing Drain System – It is assumed that the existing drain system in the building is properly vented and has capacity to connect the centrate drains of the (2) new centrifuges along with drains from up to (2) new conveyors.
 - Water System – It is assumed that the existing potable/non-potable water systems have sufficient flow and pressure to meet the needs of the (2) new centrifuges and (2) new polymer feed systems along with flushing connections on up to (2) new conveyors. It is assumed a water booster pump will not be required.



- Heating/Ventilation & Air Conditioning (HVAC) Design will include the following:
 - Evaluation of the existing HVAC in the Dewatering Room and Garage Bay area and design of a new ventilation system for the Dewatering Room and Garage Bay to bring the spaces up to current code.
 - Assess the required ventilation rates in the Dewatering Room and Garage Bay (Sludge Container Area) in accordance with current NFPA 820 (2020) code requirements. The evaluation will look at the current HVAC systems and provide a recommendation for modifications and upgrades. It is assumed that the Basement Pump Gallery Ventilation system (Dewatering Feed Pump Area) will remain and will not be modified as part of this project.
 - Evaluation of the existing heating system in conjunction with code required ventilation of the Dewatering Room & Garage Bay. It is assumed the existing heating system has sufficient capacity.
 - Provide a recommendation for incorporation of future odor control provisions and connection locations to dewatering equipment and conveyors. It is assumed that an odor study (liquid phase/vapor phase) and design of an odor control system is not part of this project and provisions will be included such that it can be added in the future if desired.

- Electrical Design will include the following:
 - It is assumed that the existing electrical service, switchgear, motor control center(s), and generator have the ability to support the new dewatering equipment. Also assumes the Town will provide 12-months of past electrical usage for use and review. A plan and recommendation for 480-volt power distribution to the (2) new centrifuges will be provided.
 - Power wiring and electrical loads will be evaluated for the following:
 - (2) New Variable Speed Dewatering Feed Pumps
 - (2) New Sludge Cake Conveyors
 - New HVAC Equipment for the Dewatering Room & Garage Bay area (Sludge Container)
 - Electric Heat (if any) that is used or required as part of the HVAC evaluation previously stated
 - (2) New Centrifuges
 - Control Wiring Design will include the following:
 - (2) New Variable Speed Dewatering Feed Pumps including Discharge Pressure Switches
 - (2) New Centrifuges
 - (2) New Conveyors
 - (2) New Dewatering Feed Flow Meters/Transmitters
 - (2) New Polymer Feed Systems
 - New HVAC Equipment for the Dewatering Room & Garage Bay area (Sludge Container)

- Controls Design will include the following:
 - Existing Control System: Review of the existing control panels and communications systems at the WWTF site and their ability to receive additional status and control signals from the new dewatering system and related components.



- It is assumed that the existing communications systems at the WWTF can support additional status signals and alarms from the new dewatering system, and new ethernet or fiber optic communications systems are not required back to the Administrative spaces.
 - Control system integration including PLC programming, OIT programming, and HMI screen development of any existing control panels, OITs and SCADA computers are not part of this scope.
 - It is assumed that the centrifuge manufacturer will provide a vendor control panel to run (2) centrifuges, (2) dewatering feed pumps/pressure switches, (2) sludge feed flow meters/remote transmitters, (2) sludge conveyors and associated I/O, and (2) polymer feed systems and associated I/O. It is assumed that starting and stopping dewatering operations will occur locally in the dewatering room.
- Structural & Architectural Design will include the following:
 - Design of an aluminum stair and platform system for maintenance and access around (2) new centrifuges.
 - Design of concrete support piers for (2) new centrifuges. It is assumed that the second-floor slab of the existing building can support the new static and dynamic loads associated with the new centrifuges. The existing floor slab will be evaluated and checked against the new loads.
 - Design of a plan for installation of (2) new centrifuges to the second floor of the building. It is assumed that the existing access hatch will be too small for the new equipment to fit through. It is assumed that a maximum of (2) temporary openings in the exterior wall will be required for demolition and removal of existing equipment and installation of new equipment. It is assumed that the existing wall structures can support this type of installation without a specialized shoring and bracing system design.
 - Design of a sludge cake container bay on the ground floor in the garage bay. It is assumed that the existing floor slab can support the loads associated with the new sludge cake container.
 - Design of an exterior concrete pad and rail system for offloading and loading the sludge cake container. It is assumed that the existing site soils can support the new pad.
 - Design of (2) overhead monorail beams with (2) electric hoist systems for maintenance of (2) centrifuges. It is assumed that the building structure can support the monorail beams without major building modifications. It is assumed that the existing dewatering room has sufficient ceiling headroom for maintenance clearances associated with the centrifuge.
 - Additional assumptions are as follows:
 - No building additions will be required for the project and thus no geotechnical investigations or design of building additions are included in this scope.
 - Sludge cake container will fit through the existing overhead coiling doors in the garage bay.
 - Existing second floor slab in the dewatering room can support new pipe, duct, or conveyor discharge penetrations without additional structural beam or special building modifications.
- Site Civil: We have assumed that all work will occur within existing buildings and site work modifications will be limited to a new concrete sludge cake container bay entrance pad to the Garage Bay area. No survey work is included in this scope.



- Site Civil work will review vehicle turning and maneuvering clearances for loading and offloading of a sludge cake container. As part of this work, it is assumed that record drawings of the site can be scanned and scaled and used to check access.

- Permitting: We have assumed no permits or permit fees will be required during design and all required permits and permit fees will be the responsibility of the Contractor, if needed.
- Stormwater: We have assumed that the existing stormwater and drainage systems at the WWTF site will not require modifications.

Task 3 – Final Design

- Prepare final drawings and specifications indicating the scope, extent, and character of the work to be performed by the Contractor.
- Visit the site as needed to assist in preparing the final drawings and specifications.
- Prepare for and conduct a 60% design review workshop with the Town. Prepare and distribute meeting minutes and incorporate (1) round of edits and comments from the Town.
- Prepare a Draft set of 100% Drawings, OPCC and technical specifications which include the project funding CWSRF front end requirements. Submit the Draft 100% design package (Drawings, Specifications, and OPCC) to the Town for review.
- Prepare for and conduct a final design review workshop with the Town. Prepare and distribute meeting minutes and incorporate (1) round of edits and comments from the Town into the documents.
- Following Town review and incorporation of Town comments; submit the 100% Design package to ME DEP for their review. Incorporate (1) round of edits and comments from the ME DEP into the documents.
- Provide 100% stamped set of Bid Documents (Drawings & Specifications) to the Town and ME DEP.

Task 4 – Bidding

- Assist the Town in advertising for and obtaining bids for the work, assist the Town in issuing assembled design, contract, and bidding-related documents to prospective contractors, and, where applicable, and maintain a record of prospective contractors to which documents have been issued. It is assumed the Town will submit Bid Advertisements to local papers and pay all fees as needed.
- Conduct a Pre-Bid meeting on site for the project and include a pre-bid agenda and include notes from a pre-bid walkthrough.
- Prepare and issue up to (2) addenda as appropriate to clarify, correct, or change the issued documents.
- Attend the bid opening, prepare bid tabulation sheets to meet the Town's schedule, and assist the Town in evaluating bids, assembling final conformed construction contracts for the work for execution by the Town and Contractor, and in issuing the Notice of Award. Value engineering and scope modifications following bid opening are not included in this proposal.



Task 5 – Construction Phase (excluded from Proposal)

- Construction phase services including but not limited to: submittal reviews, RFI responses, and on-site construction inspection.
- Record Drawings.
- Control system programming/integration.
- Startup assistance and oversight of centrifuge startup and performance testing.
- Monthly Contractor Pay Applications, project closeout, certified payrolls, AIS documentation, and required monthly submissions to ME DEP.

SCHEDULE

Woodard & Curran is prepared to begin work upon Authorization to Proceed and offers the following schedule for consideration.

Task 1 – Centrifuge Equipment Manufacturer Selection & Pre-Procurement		
	Draft	Final
Pre-Procurement Documents	30 Days following Authorization to Proceed	7 Days following Town and ME DEP Comments
Task 2 – Preliminary Design		
	Draft	Final
Design Basis Report	60 Days following Selection and Award of Centrifuge Manufacturer	7 Days following Town and ME DEP Comments
Task 3 – Final Design		
	Draft	Final
60% Design Review Workshop	45 Days following the Final Design Basis Report Submission	N/A
100% Design Deliverable	60 Days following Town Comments on 60% Design Review Workshop	7 Days following Town and ME DEP Comments on the 100% Design Draft
Task 4 – Bidding		
Bidding	Anticipate minimum 30 Day Bid Period	
Bid Review and Recommendation	7 Days following Bid Opening	

FEE

Woodard & Curran proposes to perform the work described in this proposal on a lump sum basis, invoiced monthly based upon percentage of work complete, in the amount of \$139,000, excluding Task 5 Construction Phase. Monthly invoices will include a summary of services provided during the invoice period.



TERMS AND CONDITIONS

The proposed work will be performed according to the Standard Terms & Conditions executed on January 4, 2021 between the Town of Kennebunkport, ME and Woodard & Curran.

CLOSING

If this proposal is acceptable, please sign a copy of this letter and return to me. We very much appreciate the opportunity to work with you and the Town, and look forward to a successful project.

Very truly yours,

WOODARD & CURRAN

Barry Sheff, PE
Senior Principal

Megan McDevitt, PE
Senior Project Manager

BS

AUTHORIZATION TO PROCEED

Town of Kennebunkport

By: _____

Title: _____

Accepted this ____ Day of _____ 2021

AMENDMENT NO. 2
TO
AGREEMENT BETWEEN
TOWN OF KENNEBUNKPORT, MAINE
AND
WRIGHT-PIERCE
FOR
ENGINEERING SERVICES

This Amendment made the _____ day of _____, 20__, by and between the Town of Kennebunkport, Maine (hereinafter referred to as "Town"), and Wright-Pierce (hereinafter referred to as "Engineer").

WHEREAS, an Agreement was entered on November 1, 2018 between the Town and Engineer, which Agreement is entitled "Agreement", and subsequently amended via Amendment No. 1, dated November 21, 2018;

WHEREAS, Town desires to update the Agreement (as noted below).

NOW, THEREFORE, in consideration of said Agreement and other good and valuable considerations, it is hereby agreed and acknowledged by and between Town and Engineer to amend the Agreement as follows:

1. The Agreement shall be amended to include this Amendment, a copy of which shall be attached thereto and made a part thereof.
2. Add the attached Exhibit A – Project Scope of Services and Schedule for Dewatering Upgrade Preliminary and Final Design.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment to said Agreement as of the day and year first above written.

Town of Kennebunkport, Maine

Wright-Pierce

By: _____

By: _____

Title: Director of Public Works

Title: Executive Vice President

Date: _____

Date: _____

Exhibit A – Project Scope of Services and Schedule

Scope of Services

TASK 9: DEWATERING UPGRADE DESIGN

1. Evaluation and Preliminary Design Phase

- a. Conduct an initial virtual Kick-off Meeting with the CLIENT's project team to clarify and confirm project goals, objectives and scope and coordinate necessary information gathering. During the kick-off meeting and subsequent site visits, ENGINEER will discuss CLIENT preferences that staff have for upgrades to the facility and incorporate CLIENT feedback into the Evaluation/Preliminary Design.
- b. Perform site visit by project manager, project engineer, mechanical engineer, and electrical engineer to review existing conditions and obtain information to complete evaluation of the dewatering system and building spaces. Components of the dewatering system to be evaluated shall include the following:
 - i. Two Belt Filter Presses (to be replaced with two 100% redundant dewatering units)
 - ii. Polymer System (to be replaced with liquid emulsion polymer system)
 - iii. Two Sludge Feed Pumps (to be replaced)
 - iv. One Belt Conveyor (to be evaluated for reuse or replacement)
 - v. Associated process piping, HVAC, Instrumentation, Controls, and Electrical equipment
- c. Review data provided by the Town on current and future sludge quantities and confirm the required dewatering capacity.
- d. Perform one day of interior photo scanning of the WWTF Solids Handling Building. The purpose of this scanning will be to have 3D renderings of the building spaces for use by Wright-Pierce and the Town to facilitate design.
- e. ENGINEER will contact up to three dewatering manufacturers to coordinate bench scale testing by the manufacturers to determine expected sludge cake performance and polymer consumption based on characteristics of the CLIENT's sludge (currently in progress). Coordination of pilot testing is not included.
- f. Prepare Preliminary Design documents consisting of design criteria, preliminary construction cost estimate, preliminary drawings, and specific basis of design memoranda for each discipline. As part of the Preliminary Design the following tasks will be completed:
 - i. Based on the results of bench scale sludge testing by the dewatering manufacturers and sludge calculations completed by Wright-Pierce, work with the dewatering equipment manufacturers to confirm the appropriate throughput of each model and expected performance (sludge cake solids, polymer consumption, filtrate capture rate). Work with the CLIENT to determine the desired throughput capacity that balances equipment capital cost and hours of operation.
 - ii. Assess dewatering equipment, polymer makedown system, and conveyance layout alternatives for the permanent installation. Develop a plan for temporary dewatering based on the recommended permanent location. Develop a plan for construction sequencing. Develop plan for upgrading the polymer system to utilize liquid emulsion polymer. Size two new sludge feed pumps to replace existing.

- iii. Assess condition of Dewatering and Pump Rooms. This assessment will consist of a code analysis and identification of any code-related issues to be addressed.
- iv. Evaluate any structural reinforcing needed to accommodate new dewatering equipment in existing Dewatering Room. Develop plan for platforms for access to dewatering equipment. Assess requirements for installing new monorails over dewatering equipment.
- v. Assess the required ventilation rates during summer and winter periods with the new dewatering equipment based on current NFPA 820 requirements. Evaluate extending ductwork into the Garage to de-rate the space from Class 1 Division 2 to Unclassified per NFPA 820. Evaluate the existing HVAC equipment and determine if replacement is needed. Incorporate plan for vent lines on the dewatering equipment and filtrate lines that will be directed to atmosphere, and in the future, could be directed to an odor control system.
- vi. Determine upgrade plan for instrumentation and controls for sludge feed pumps, dewatering equipment, polymer feed system, and sludge conveyance. At this time, it is assumed that a new combined power and control panel will be provided by the equipment manufacturer for the dewatering equipment and a separate main dewatering control panel will be provided by ENGINEER that networks and controls the sludge feed pumps, polymer makedown systems, and sludge conveyance and is tied into SCADA.
- vii. Assess electrical distribution system and confirm availability/suitability for new project requirements.
- viii. Attend one virtual progress meeting to review preliminary findings and the proposed design basis. Incorporate comments from progress meeting into draft preliminary design report.
- ix. Develop draft Preliminary Design Report summarizing the design basis. Preliminary Design Report shall include the following:
 - 1. Summary of design basis, including process, HVAC, instrumentation/control, and electrical systems for the new dewatering system, as well as architectural and structural modifications needed to support the new dewatering equipment.
 - 2. Develop 30% Design Drawings, including:
 - a. Preliminary demolition plans
 - b. Mechanical layout plan of sludge dewatering system, including dewatering equipment, conveyance system, and pumps
 - c. Single line diagram of proposed electrical feed and distribution equipment
 - 3. Preliminary opinion of probable-construction cost
- g. Prepare draft preliminary design report and distribute copies to the CLIENT.
- h. The draft preliminary design report shall be delivered to CLIENT and Maine DEP within 100 days after ENGINEER has received written authorization to proceed with the Preliminary Design Phase.
- i. Upon receipt of comments, schedule meeting with CLIENT to review comments.
- j. Finalize and stamp preliminary design report within 21 days of receipt of all comments.

Assumptions

During Preliminary Design the above items will be assessed to determine the final design scope. In preparing the final design scope and fee prior to completing these assessments, the following assumptions were made:

- k. All proposed work is to occur within the existing Solids Handling Building and survey and the development of site drawings is not required.
- l. No building additions are necessary.
- m. The existing heating system has sufficient capacity to temper the required air (6 air changes per hour) for the Sludge Dewatering Room and Garage.
- n. The existing electrical service, switchgear and motor control center have capacity for the proposed upgrades.

2. Final Design Phase

After acceptance by CLIENT of the Final Preliminary Design Report, and upon written authorization from CLIENT, ENGINEER shall:

- a. Prepare construction Contract Documents in the form of final Drawings and Specifications.
- b. We have assumed no permits will be required during design and all required permits will be the responsibility of the Contractor, if needed.
- c. Prepare 60% progress construction documents including required plans and technical specifications. Submit 60% design package (plans, specifications, and 60% cost estimate) to CLIENT within 90 days of receiving approval of the Preliminary Design and at least 1 week prior to 60% review workshop.
- d. Prepare for and conduct 60% design review workshop. Prepare minutes of the meeting to highlight discussions and identify any remaining action items.
- e. Prepare 90% progress construction documents including plans and technical specifications.
- f. Submit 90% design package (plans, specifications, and updated 90% cost estimate) to CLIENT within 60 days of receiving approval of the 60% Design and at least 1 week prior to 90% review workshop.
- g. Prepare for and conduct 90% design review workshop. Prepare minutes of the meeting to highlight discussions and identify any remaining action items.
- h. Update 90% drawings and specifications based on 90% design review workshop. Submit plans to Maine DEP for final review and approval prior to bidding. Incorporate any final comments from the CLIENT and Maine DEP (from the review) and finalize plans and specifications, suitable for bidding.

3. Additional Services

During ENGINEER's work on the project, it may become apparent to either CLIENT or ENGINEER that Additional Services not included in this Scope of Services are desired. At the time of this Amendment, it is anticipated that several additional services may be warranted and added through future Amendment. These potentially include:

- a. Additional scope resulting from the assessments completed during the preliminary design phase.
- b. Design, build, furnish, program and commission a main dewatering system control panel and update the SCADA system as part of Application Engineering System Services (AESS)
- c. Bidding phase services
- d. Construction administration services
- e. Resident inspection services

- f. Operational services including record drawings, O&M Manual and ongoing operational assistance.

PROJECT SCHEDULE

We have prepared a project schedule to depict the anticipated sequence and duration of the tasks comprising the project. We will work closely with the Town to adjust and refine this schedule to best meet the Town’s needs.

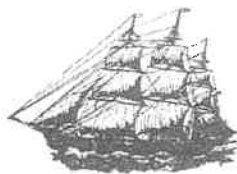
TASK	MILESTONE
Execute Agreement/Notice to Proceed	January 2021
Virtual Kick-off Meeting	January 2021
Conduct Site Visit	February 2021
Preliminary Design Phase	January 2021 – May 2021
Final Design Phase	June 2021 – December 2021
Bidding Phase	December 2021 – January 2022
Contract Award	February 2022
Construction Phase	February 2022 – February 2023
1-year Warranty Period	February 2023 – February 2024

PROJECT FEE

We have developed a fee based on the proposed scope of services outline above. The table below summarizes the proposed fee for each task. Engineer may alter the distribution of compensation between individual tasks of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner.

TASK	FEE
Evaluation and Preliminary Design Phase	\$39,500
Final Design Phase	\$154,100
TOTAL FEE	\$193,600

AGENDA ITEM DIVIDER



KENNEBUNKPORT WASTEWATER DEPARTMENT

MEMORANDUM

Date: September 2nd, 2021

To: Laurie Smith

From: Chris Simeoni, Deputy Director Public Works

Re: Agenda item for September 9th Selectmen's meeting- Authorize purchase/replacement of Wastewater laboratory building HVAC unit.

Last month we experienced a failure in our HVAC system for the laboratory building at the wastewater treatment plant. The failure was related to the coil that utilizes our effluent water as a source for heating and cooling. (Geothermal hybrid.) This is the second system of its kind to be installed and result in failure over the last eight years. (Likely due to it being an open-looped system susceptible to drawing foreign matter into the heat exchanger coil.) We would like to replace the system with a more reliable Mitsubishi Hyper Heat, heat pump style unit. Quotes were solicited from the following vendors:

Vendor	Amount
Lessard HVAC	\$13,775.00
Atlantic Comfort Systems, Inc.	\$14,130.00
Haley's Metal Shop	\$17,890.00

The HVAC replacement was not anticipated and therefore, not budgeted for. This replacement could be funded with money from the Capital line item with budgeted funds remaining for the repair to Goose Rocks Beach pump station 12's foundation. The actual repair to the foundation was much less than anticipated. (Approximately \$1000.00 vs. \$30,500 budgeted.) I recommend awarding the HVAC replacement work to Lessard HVAC in the amount of \$13,775.00 to be paid from funds remaining in the Capital line item for repairs to Goose Rocks Beach pump station 12.



**Lessard
HVAC**

QUOTE

DATE: 09-01-2021

Lessard HVAC

2 Raymond St, 1st FL
Biddeford ME, 04005
(207) 294-2378
lessardhvac@gmail.com

TO Kennebunkport Wastewater Department
P.O. Box 566, 6 Elm St.
Kennebunkport, ME 04046
(207) 967-1676

QTY	DESCRIPTION	LINE TOTAL
	Remove + replace existing 'York'/'Water' furnace.	
	Install new 42k BTU Mitsubishi hyper-heat air handler and condenser. A/H M#: PVA-A42AA7 Con M#: PUZ-HA42NKA1	
	Modify duct work to fit new equipment + add return plenum.	
	Install washable 4' air filter rack.	
	Seal all joints with duct sealer and tape.	
	Duct work that needs to be insulated will be done with R-8 mylar bubble insulation to meet code requirements.	
	Condenser will be located on side of building (facing front) and will be lifted off the ground to be clear of plow.	
	Pressurize line-sets after connections have been silver soldered.	
	Connections will be sprayed with bubbles to check for leaks.	
	Evac system 3x >180mics.	
	System made operational + tested.	
	Labor:	\$3,471.15
	Materials:	\$10,303.85
	Total:	\$13,775.00

Quotation prepared by: Aaron Lessard

****This is a quotation on the goods named, subject to the conditions noted below:**

Installer not liable for any issues resulting from original equipment (ductwork, line sets, drain line, drain pan, and zone equipment). Installation guaranteed for 1 year prior to completion. All warranties passed onto customer from manufacturer providing customer either completes online or mailed in necessary paperwork.

THANK YOU FOR YOUR BUSINESS!



Atlantic Comfort Systems, Inc.

Mechanical Contractors

8/31/21

Kennebunkport Public Works
25 Recreation Way
Kennebunkport, ME

Atlantic Comfort Systems, Inc. is pleased to quote the following work.

- Provide & Install a Variable Speed Gas Furnace.
- Remove existing system.
- Tie in duct work to unit.
- Tie in all pipping to unit.
- Provide & Install Variable Speed Condensing unit.
- Provide & Install AC Coil.
- Provide & Install new Thermostat.
- Included electrical for system.
- Startup test of systems.

Total Price: \$ 14,130.00

Change out Option: Provide and Install similar water source system.

Total Price: \$ 9,740.00

Note: Exclude Gas

Note: Excludes adequacies of existing systems, duct work, electrical, structural.

Respectfully submitted,
Matthew Tuller
Sales Executive
Customer Acceptance _____

Date _____



Associated Builders and Contractors



DATE OF PROPOSAL

September 2, 2021

PROPOSAL SUBMITTED TO:

Kennebunkport Waste Water

PO Box 566

Kennebunkport, ME 04046

Attn: Chris Simeoni

PROJECT NAME:

Lab Building HVAC Replacement



**Haley's
Metal Shop, Inc.**
SINCE 1917



**TOTAL COMFORT
SERVICES**

We are pleased to submit our proposal to supply labor and materials to install new Mitsubishi Heat Pump System in your Lab Building located 25 Recreation Way in Kennebunkport, ME.

Our work will include the following:

- Remove and dispose of the existing ground-source York heat pump unit.
- Provide and install a new 3.5 Ton, Single-Zone Mitsubishi P-Series Hyper Heat system with one outdoor condenser unit, one ducted air handler, electric back-up heat coil and one digital thermostat kit. There will be one ducted air handler (PVA-A42AA7) located in the mechanical room with a Aprilaire filter box (2210) and secondary drain pan.
- The outdoor unit (PUZ-HA42NKA1) will not function if covered with snow; therefore, we will install the condenser unit on a wall bracket, on the exterior of your building, to keep the unit above snowpack.
- Fabricate and install ductwork transitions to tie into the existing ductwork.
- Provide and install all necessary refrigerant piping, condensate piping, line-hide and accessories.
- Provide and install a protective weather cap on the condenser.
- Start-up and testing of the new systems.
- All work will be performed during regular business hours.
- Also included are all applicable material taxes, a one-year warranty on the work performed and the equipment manufacturer's standard warranties.

Total: \$17,890.00

Exclusions: All electrical work will be provided by your sub-contractor at your expense. All repairs to existing holes to walls of the building will be performed by others at your expense. All material taxes.

Project scope: Anything not explicitly included in this proposal is to be considered beyond the scope of this proposal. We will confirm any additional charges with you before performing work that is beyond the scope of this proposal. If an element of the proposal has been omitted from this proposal, please advise prior to accepting so that we may amend our proposal.

Asbestos: If Haley's Metal Shop, Inc. suspects that asbestos needs to be removed, a sample must be tested by a licensed abatement contractor or testing agency to confirm its presence. If asbestos is determined to be present, removal must be done by a licensed abatement contractor. Haley's Metal Shop, Inc. will do the installation only after receiving written acknowledgement from the abatement contractor that the asbestos has been properly abated.

Note: Upon acceptance of this proposal, terms will be 33% down payment upon order with net due thirty days from our invoice date with progressive billings.

Note: This proposal is valid for 30 days from submittal date.

Authorized Signature: _____ Date: _____
Owner's Representative

Authorized Signature: _____ Date: _____
Haley's Metal Shop Representative

AGENDA ITEM DIVIDER

PURCHASE AND SALE AGREEMENT

NOW COME the parties, the Inhabitants of the Town of Kennebunkport, Maine (hereinafter “The Town” or “Seller”) a Maine Municipality, 6 Elm Street, Kennebunkport, Maine, owner of certain real property in said Town and the Kennebunkport Climate Initiative, P.O. Box 7004, Cape Porpoise, Maine 04014, (hereinafter “Buyer”), a Maine Non Profit Corporation, who agree as follows:

WITNESSETH:

1. **Agreement.** The Town owns certain land without improvements thereon, identified in Town records as Parcel # 12-5-21, an approximately 87 acre parcel of land, more or less, all as further described in Book 17821, Page 749 of the York County Registry of Deeds (the “Parcel”), and as the Town is willing to sell and Buyer is willing to buy Unit 35 and Unit 36 of the Parcel, as more specifically described below (the “Premises”), all for and upon certain terms as set forth below.

2. **Financial Terms.**

The Buyer agrees to pay the Town: Two Million, Three Hundred Thousand and 00/100 U. S. Dollars (\$2,300,000.00) for the Premises payable as follows:

A. Five Thousand Dollars (\$5,000.00) due upon execution of this Purchase and Sale as “earnest money” (money to be held by Town’s Attorney); and

B. The remainder of purchase price, Two Million Two Hundred and Ninety Five Thousand U. S. Dollars (\$2,295,000.00) due at closing subject to the additional terms below.

3. **Description and Condition of Property.** Town sells approximately 3.5 acres of the Parcel, more or less, said acreage identified hereinabove as the Premises, and as also shown and described as Units 35 and 36 on a recorded subdivision plan for the “Olde Port Village” (Sheet 4) prepared by Mitchell & Associates dated March 30, 2011 and recorded in the York County Registry of Deeds in Plan Book 350, Page 6, a reduced copy of said plan sheet attached hereto as Exhibit A. The transfer shall also include a strip of land lying between the Premises and land n/f Weintraub Family Trust which strip is bounded by the prolongation of the westerly most boundary line of Unit 36 on one end and the easterly most boundary line of Unit 35 on the other end, and all as shown on said same plan drawing, subject to the retention by the Town of an easement across said strip of land for the purposes of the installation and perpetual maintenance of a public trail. The Premises are sold as is, where, without warranty or guaranty as to fitness for use or future marketability, but subject to the Additional Conditions set forth in Section 14.

4. **Earnest Money.** Prescott Jamieson Murphy Law Group, Town’s Counsel, will hold the earnest money in its Attorney Trust Account subject to additional terms below.

conditioned or withheld. The obligations herein shall extend to and bind each Parties heirs, personal representatives, officers, successors, and assigns.

11. **Governing Law.** This Purchase and Sale is a Maine contract and shall be governed by the laws of the State of Maine. Any dispute involving or arising out of this contract shall be settled, if possible, by mediation in Portland, Maine using a mediator jointly selected and paid for by the Parties. Each Party will be responsible for its own attorney's fees, and such fees may not be a part of any mediation decision. If the Parties fail to reach an agreement after not less than one day's mediation, the Parties agree to resolve their dispute through binding arbitration in Portland, Maine, costs of arbitration to be split equally, each to bear their own attorney's fees and witness costs. The Parties agree in advance no arbitration decision or award may include an award of attorney's fees to either party. An arbitration award or decision may be enforced through the Maine Courts.

12. **Pro-Ration of Taxes, etc.** There are no real estate taxes due at closing. Each party, however, is responsible for its share, if any, of any transfer taxes arising from this sale.

13. **Default.** In the event of default by the Buyer, the Town may retain the earnest money as remedy. In the event of default by the Town, the Buyer may request an arbitration award or decision include legal or equitable remedies including specific performance.

14. **Other Conditions.** This purchase and sale is expressly contingent upon the following conditions:

- A. The approval of the transaction by the Town's voters at a Town Vote on November 2, 2021.
- B. Buyer obtaining from the Town a temporary easement for access, ingress and egress to and from the Premises for vehicles and people, said temporary easement also for the purposes of Buyer completing construction of improvements on the Premises, said temporary easement to terminate upon Town's acceptance of a Town Road serving the Premises. Buyer also obtaining an easement for the installation of utilities (water, sewer, electrical, cable, internet) to serve the Premises in the event the Town should fail to install such utilities itself. Should Buyer install utilities within the Town's proposed right of way, Buyer covenants to offer such utilities to the Town for acceptance. The easements described herein shall run from North Street up to the easterly most boundary line of Lot 35 as shown on the above referenced subdivision plan.
- C. The Town covenants to place all of the purchase price paid by Buyer into a segregated Town Fund, held by the Town's Finance Office, such funds to be used for the construction, installation and completion of a Town Road running from North Street to the easterly most boundary of Lot 35, also for the costs of installing, testing and approving all

or federal permits that may be required, however, it covenants in good faith to assist Buyer when and where possible.

18. **Brokers.** Neither party has been represented by a Realtor or Broker as part of this transaction, and neither has procured the cause of any Broker or Realtor, and therefore each covenants to the other that no real estate or sales commission is due to any third party as a result of this transaction.

KENNEBUNKPORT CLIMATE INITIATIVE:

Print Name

Signature

It's _____ (Title)

DATE: _____

Tax ID# _____

TOWN OF KENNEBUNKPORT:

Laurie A. Smith
It's Town Manager

DATE: _____

Tax ID # _____



A C O R N

ENGINEERING, INC.

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

August 25, 2021

Subject: Town's Village Parcel
Opinion of Probable Cost

Eric,

Acorn Engineering, Inc. (Acorn) is pleased to submit the attached Opinion of Probable Cost (OPC) for the Town of Kennebunkport's Village Parcel to construct the road and all associated utilities within the Right of Way from North Street to Parcel D as described in the provided Vision Study. In coordination with Grondin Corporation, the OPC is based upon the previously approved plans that were provided and factors in work to date that has already been completed associated with future road construction project. As discussed, we have also included a cost for future construction administration services and the OPC includes a contingency for unforeseen changes to the plans or price increases from 2021 to anticipated Spring 2022 bid requests after final design. Along with the previously provided cost proposal to develop construction plans, specification documents and bid administration, we understand these estimate costs will be utilized for a Town referendum vote.

Acorn Engineering, Inc. appreciates the opportunity to work with the Town of Kennebunkport in preparation of this Opinion of Cost and look forward to the potential next phase of developing the construction plans and seeing this project through final construction. Please let us know if you have any questions or comments.

Sincerely,

Peter F. Heil, P.E.
Project Manager
Acorn Engineering, Inc.

William H. Savage, P.E.
Principal
Acorn Engineering, Inc.



VILLAGE PARCEL
Sta. 99+50 - 122+00
8/25/2021

Item #	Item Description	Bid Value
01000	GENERAL CONDITIONS	\$324,000.00
02100	SITE PREPARATION	\$2,000.00
02205	EARTHWORK	\$406,000.00
02210	ELECTRICAL	\$112,000.00
02270	EROSION CONTROL	\$205,000.00
02514	PAVEMENT	\$471,000.00
02525	CURB	\$198,000.00
02600	WATERLINE	\$162,000.00
02700	SANITARY SEWER	\$779,000.00
02720	STORM DRAINAGE	\$35,000.00
02800	SITE IMPROVEMENTS	\$283,000.00
02900	LANDSCAPING	\$15,000.00
	CONSTRUCTION ADMINISTRATION	\$30,000.00
	SUBTOTAL	\$3,022,000.00
	CONTINGENCY (15%)	\$453,300.00
	TOTAL	\$3,475,300.00

AGENDA ITEM DIVIDER

August 24, 2021

Ms. Laurie A. Smith
Kennebunkport Town Manager
Elm Street
PO Box 566
Kennebunkport, ME 04046

Sent Via Email: lsmith@kennebunkportme.gov

Subject: Sidewalk - Rt. 9, Cape Porpoise

Dear Ms. Smith:

I am writing to inquire about the process behind initiating the development of a sidewalk along Main Street (Rt. 9) from the Crow Hill/Kennebunkport Police Station area to the village of Cape Porpoise. To gain some background regarding process, I have talked to a Select Board member, as well as a Maine Department of Transportation representative, as Rt 9 is under the jurisdiction of the State. I believe that providing a safe and pedestrian-friendly connection between villages is key to linking community, and is consistent with the spirit and intent of Kennebunkport ordinances surrounding the implementation of sidewalks.

I have been a resident at 5 Reynolds Lane for about two years - a relatively short time. I am a walker, and in this time I have noticed residents and tourists alike navigate the walk/bike/run between Crow Hill and Cape Porpoise, to enjoy the village. Some folks come as far as Dock Square. In addition, my children (as well as other local children) ride the late bus from KHS, which lets students off at Bradbury's. It's a tricky (and somewhat dangerous) walk up the hill, and around the "S" curve to get to Reynolds Lane and other residences. The Bus Barn maintains this bus stop, and I agree that they need to be judicious in their stops. A sidewalk would also provide a safe walk home for the children in our community. We have several new families that have recently moved here, and more that are moving to the area in association with the Heritage Trust development. I also understand that there may be a few more houses going in the section of land between Main Street and Wildes District Road. I believe a sidewalk would provide a safe way to enjoy our town and visit our neighbors, while promoting healthy and active lifestyles.

I thank you for your consideration of this request, and kindly look forward your response. Additionally, I am available to provide support in any way that would be helpful.

If you have any questions or would like to reach me, please contact me at (207) 317-6630 or email at hstorlazziward@trccompanies.com.

Kind regards,

HWood

Heather Storlazzi Ward
5 Reynolds Lane

cc: Mike Claus, CEO
Allen Daggett, Board of Selectmen, Chair

Additional Signatures of Support:

Ain

Daniel Levey
6 Reynolds Lane

Eileen Rothrock
Eileen Rothrock
104 Main St.
Kennebunkport, ME
207-251-5629 04046

Alex Anne Martin
106 Main St
Kennebunkport ME 04046

Roger & Jenny
105 MAIN ST
KENNEBUNKPORT ME 04046

Jucille D Seavey
105 Main St.
Kennebunkport, ME 04046

Brian Wood
5 Reynolds Ln
Kennebunkport ME 04046
Asher Ward
Heather Storlazzi Ward

AGENDA ITEM DIVIDER

Memorandum

To: Board of Selectmen
Fr: Laurie Smith, Town Manager
Re: Short-Term Rental Implementation
Dt: September 7, 2021

Since the Town Meeting vote in June, staff have been working on the implementation of the new ordinance. This required much detail and organizational work between our attorney, our various software consultants, and our staff. Fortunately, Jamie Mitchell and Werner Gilliam have been heading our implementation team.

At your second meeting in September, we will be requesting the Selectmen set the permit fees for the short-term rental license.

In late October we will send a letter to all property owners informing them of the ordinance, and the need to license their property if they plan to undertake short term rentals.

By the end of October, the software licensing site will be open and property owners will go online and submit their application along with their documentation on past rental history (2019 OR 2020 OR 2021) as well as other documents and certifications.

Staff will then be reviewing the applications and issuing licenses - ideally, we will finalize this before January 1, 2022.

At that point, staff will need to take a pause to ensure we have licensed everyone we should have and count how many properties are in the short-term rental pool, based upon their past rental history (2019, 2020 OR 2021).

Once we have the data on who has previously rented and wants to continue to rent - we will bring that data to the Board of Selectmen. We will also tell them how many properties are in the Goose Rocks Beach area (via the map) and how many are in the remainder of Town.

The Selectmen will need to determine whether a cap is necessary and set the cap which will affect all properties outside the Goose Rocks Beach map area.

Once the cap is set, staff would then go through the process again for calendar year 2023. In the fall of 2022, we would again open up the licensing pool and renew licenses to all properties who had been licensed in 2022 and were in good standing. We would also determine how many open licenses we have for 2023.

We are seeking the Selectmen's input on two items involved in the licensing implementation.

1. Will we "pause" licensing for any new licenses for the full year of 2022? Or will we pause for a few months, let the Selectmen set a cap, and then reopen licensing for "new licenses" for 2022?
2. When we open licensing for 2023 for "new licenses", will we do it on a first come first served basis or will we do it on a lottery system? Do we establish a wait list system?

If you are in GRB and you want a "new license" you should definitely be able to get a license in 2023 and after - since the cap won't impact those in the map area. The question is: will we open up "new licenses" in 2022 or will properties have to wait until 2023?

AGENDA ITEM DIVIDER

§2505. Recall of municipal officials

Except as otherwise provided by the municipality's ordinances or charter, an elected official of a municipality may be recalled from office pursuant to this section. For purposes of this section, "official" has the same meaning as section 2604, subsection 2. [PL 2011, c. 324, §1 (NEW).]

1. Petition for recall. On the written petition pursuant to subsection 5 of a number of voters equal to at least 10% of the number of votes cast in the municipality at the last gubernatorial election, an election must be held to determine the recall of an elected official of that municipality. [PL 2011, c. 324, §1 (NEW).]

2. Notice of intention. In order to initiate a recall election under subsection 1, the initiator of the petition shall file a notice of intention of recall with the municipal clerk of the municipality. A notice of intention of recall under this subsection must include the name, address and contact information of the person filing the notice and the name and position of the official subject to recall under this section. Only a person registered to vote in the municipality may file a notice of intention of recall under this subsection. [PL 2011, c. 324, §1 (NEW).]

3. Petition forms. Within 3 business days of receipt of a notice of intention of recall under subsection 2, the municipal clerk shall prepare petition forms for the collection of signatures under subsection 4 and send notice to the initiator of the petition under subsection 2 that the petition forms are available. The municipality may charge the initiator of the petition a reasonable fee for preparing and providing the petition forms under this subsection. A petition form under this subsection must include:

A. At the top of the form, the name and position of the official subject to recall, the name and contact information of the initiator of the petition and the date by which the signatures must be submitted to the municipal clerk under subsection 4; [PL 2011, c. 324, §1 (NEW).]

B. Spaces for each voter's signature, actual street address and printed name; and [PL 2011, c. 324, §1 (NEW).]

C. Space at the bottom of the form for the name, address and signature of the person circulating the petition form. [PL 2011, c. 324, §1 (NEW).]
[PL 2011, c. 324, §1 (NEW).]

4. Collection and submission of signatures. A petition form under subsection 3 may be circulated or signed only by a registered voter of the municipality. A circulator of a petition form shall fill in the information required under subsection 3, paragraph C and sign the form prior to submission of the form to the municipal clerk. The initiator of the petition under subsection 2 shall collect the petition forms from all circulators and submit the signed petition forms to the municipal clerk within 14 days of receipt of notice from the clerk that the petition forms are available under subsection 3. A municipal clerk may not accept a petition form submitted more than 14 days after sending notice of availability to the initiator under subsection 3, and any voter signatures on that form are invalid. [PL 2011, c. 324, §1 (NEW).]

5. Petition certification and notification. Within 7 business days of receiving petition forms under subsection 4, the municipal clerk shall determine whether the petition forms meet the criteria under subsection 4 and certify the validity of any signatures on the petition forms. If the municipal clerk finds that the number of valid signatures submitted under subsection 4 meets or exceeds the requirements under subsection 1, the clerk shall certify the petition and immediately send notification of the certification to the municipal officers, the initiator of the petition and the official subject to the recall. If the municipal clerk finds the number of valid signatures submitted under subsection 4 does not meet the requirements for a petition under subsection 1, the municipal clerk shall file the petition and the petition forms in the clerk's office and notify the initiator of the petition.

[PL 2011, c. 324, §1 (NEW).]

6. Scheduling recall election. Within 10 business days of certification of the petition under subsection 5, the municipal officers shall schedule a recall election to determine whether the official subject to the recall petition should be recalled. The election must be held no less than 45 days nor more than 75 days after certification of the petition under subsection 5 unless a regular municipal election is scheduled to be held within 90 days of the certification of the petition under subsection 5, in which case the recall election must be held on the date of the regular municipal election. If the municipal officers fail to schedule a recall election within 10 days of certification of the recall petition under subsection 5, the municipal clerk shall schedule the recall election pursuant to the date requirements of this subsection.

[PL 2011, c. 324, §1 (NEW).]

7. Ballots for recall election. If the official subject to the recall does not resign from office within 10 business days of certification of the recall petition under subsection 5, the ballots for the recall election under subsection 6 must be printed. A ballot for a recall election under this section must read:

"Do you authorize the recall of (name of official) from the position of (name of office)?

() Yes () No"

[PL 2011, c. 324, §1 (NEW).]

8. Results of recall election. Within 2 business days of a recall election under subsection 6, the municipal clerk shall certify and record the election results and notify the municipal officers of those results. If a majority of voters vote to remove the official, the recall takes effect on the date the election results are recorded pursuant to this subsection.

[PL 2011, c. 324, §1 (NEW).]

9. Limitation of recall. An elected official may be the subject of a recall petition under this section only if the official is convicted of a crime, the conduct of which occurred during the official's term of office and the victim of which is the municipality.

[PL 2011, c. 324, §1 (NEW).]

SECTION HISTORY

PL 2011, c. 324, §1 (NEW).

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ARTICLE I
Elected Officers

§ 5-1. Town Meeting Moderator.

- A. Election. Each Town Meeting shall elect a Moderator as prescribed by statute.
- B. Qualification. The Town Meeting Moderator shall be a registered voter of the Town.
- C. Duties. In addition to the duties prescribed by statute, the Town Meeting Moderator shall appoint a sufficient number of members to the Budget Board to constitute a Board consisting of 12 members, the terms of four members expiring every three years.

§ 5-2. Selectmen.

- A. Number. There shall be five Selectmen elected at large, for staggered terms of three years each.
- B. Qualifications. Selectmen shall be registered voters of the Town.
- C. Vacancy. The office of a Selectman shall become vacant upon the death, resignation, nonacceptance, permanent disability, incompetence or removal from office in any manner authorized by law or by this code and upon the failure to qualify, failure to elect, or forfeiture of office.
- D. Forfeiture of office.
 - (1) A Selectman shall forfeit his office if he:
 - (a) Lacks at any time during his term of office any qualification for the office described by this code or by statute;
 - (b) Is convicted of a felony or a crime involving moral turpitude;
 - (c) Misses three consecutive regularly scheduled meetings of the Board for reasons other than those of health. If illness or health reasons are claimed, the Board may request verification from a doctor; or
 - (d) Misses five regularly scheduled meetings in any three-month period.
 - (2) If a Selectman's absence is due to extenuating circumstances as determined by a majority of the Board, the requirements of Subsection D(1)(c) and (d) above may be waived.
- E. Filling of vacancies. If a vacancy in the office of a Selectman shall occur when there are more than 90 days remaining before the next regular Town Meeting, the remaining Selectmen shall call a Special Town Meeting for the election of a qualified person to fill such vacancy. If a vacancy shall occur when there are less than 90 days remaining before the next regular Town Meeting, the remaining

Selectmen may, in the exercise of their sole and absolute discretion, call a Special Town Meeting to fill such vacancy. If at any time two or more offices in the Board of Selectmen are vacant, a Special Town Meeting and election shall be held to fill such offices. In the event that all five positions on the Board of Selectmen are vacant, the aforesaid Special Town Meeting shall be called by the Town Clerk.

- F. Selectmen's salary. Selectmen shall be paid a yearly salary as determined by the Annual Town Meeting.
- G. Expenses. Selectmen shall be reimbursed for their actual and necessary expenses incurred during the performance of their duties, provided such expenses shall be approved by the full Board.
- H. General powers and duties. The Board of Selectmen shall have all powers of the Town which can be legally vested in the Board of Selectmen except as otherwise provided by ordinance, statute or this code.
- I. Enumeration of responsibilities. The powers and duties of the Board of Selectmen shall include, but not be limited to, the following:
 - (1) To be assessors and overseers of the poor;
 - (2) To provide for an annual audit pursuant to statute;
 - (3) To appoint members of the Planning Board, the Zoning Board of Appeals, the Board of Assessment Review, and other boards, agencies and positions as provided by statute and by this code. The Board of Selectmen reserves the right to use whatever factors it deems appropriate in considering the appointment or reappointment of a citizen to a Town board or commission;
 - (4) To propose to the Town Meeting the enactment or repeal of ordinances which require approval by a Town Meeting;
 - (5) To adopt, amend or repeal ordinances and regulations which do not require approval by a Town Meeting;
 - (6) To provide for the granting of licenses and permits for the conduct of any business in accordance with statute for such periods of time and in accordance with such rules and regulations not inconsistent with statute and upon payment by the licensee of such fees as the Board of Selectmen may establish;
 - (7) To recommend a budget to the Annual Town Meeting;
 - (8) To adopt and modify the official maps of the Town;
 - (9) To oversee all activities within the Town government, but not to direct Town employees, either in public or in private, such being the responsibility of the Town Manager. Notwithstanding the above and with the exception of personnel matters, the Board of Selectmen has the authority to discuss any issue affecting the Town with any employee of the Town;

- (10) To inquire into the conduct of any office, department or agency of the Town and make investigation as to all municipal affairs not otherwise provided for by ordinance or statute;
- (11) To adopt purchase procedures providing for the delegation of purchasing authority to department heads and/or the Town Manager within defined categories and limits;
- (12) To prepare and post in the Town Office an agenda for its regular and special meetings one day in advance thereof, indicating the time and place of the meeting and the matters to be considered;
- (13) To obtain professional services on behalf of the Town, including but not limited to legal services, accounting services and engineering services;
- (14) To adopt regulations for the management of Government Wharf, the Cape Porpoise Pier and the Kennebunkport parking lot system;
- (15) To adopt regulations for the internal management of the several municipal departments;
- (16) To confirm the appointment by the Town Manager of the heads of the several municipal departments and to delegate to department heads the power to make internal regulations and operating procedures for such departments;
- (17) To the extent permitted by state law, to establish fees for public services provided by the Town government;
- (18) To the extent permitted by state law and consistent with the interlocal agreements between Arundel, Kennebunk and Kennebunkport, to adopt regulations for the management of the Kennebunk River and Cape Porpoise Harbor and to delegate to the respective Harbor Master the power to make such further regulations as may be necessary for the proper usage of those waterways, such regulation and management of the Kennebunk River to be conducted in conjunction with other towns, where appropriate;
- (19) To enact emergency regulations and ordinances as may be permitted by statute;
- (20) To appoint ad hoc advisory or study committees as the need may arise and to charge them with specific duties;
- (21) To declare as "surplus" certain old or used equipment or property which is no longer of significant use to the Town, and to dispose of said equipment or property on such terms as the Selectmen deem to be in the Town's best interest;
- (22) To evaluate on an annual basis the duties, performance and performance objectives of the Town Manager; and
- (23) To appoint members of boards and committees as provided herein but not to direct or attempt to direct the Zoning Board of Appeals or the Planning Board

in their decision making on the appeals and applications before them.

- J. Assumption of office. The Board of Selectmen shall meet within five days following adjournment of the Annual Town Meeting or at any special Selectmen's meeting duly called. At such meeting, all Selectmen elected shall be sworn to the faithful discharge of their duties by the Town Clerk or a notary public.
- K. Chair. At the first meeting of the Board of Selectmen following the adjournment of the Annual Town Meeting, or as soon thereafter as practicable, the Board shall elect by majority vote of the entire Board one of its members as Chair and one of its members as Vice Chair for the ensuing year. The Board may fill, at any time, at any meeting duly called therefor, any vacancy in the office of Chair or Vice Chair that may occur. The Chair shall preside at the meetings of the Board and shall be recognized as head of Town government for ceremonial purposes and by the Governor of the State of Maine for the purposes of military law. The Chair shall be entitled to a vote, which vote shall be counted in all matters and things as a vote equal to that of the other members of the Board. In the temporary absence or disability of the Chair, the Vice Chair shall exercise the powers of the Chair during the temporary absence or disability.
- L. Meeting procedure.
 - (1) The Board of Selectmen shall hold a regular meeting the second and fourth Thursday evenings of each month at the Town offices or such other times and places as the Selectmen shall announce in the agenda of their meeting. Special meetings may be held on the call of the Chair or any member upon no less than 12 hours' notice to each member of the Board, whenever possible. Emergency meetings of the Board of Selectmen may be called at any time by the Chair or by any member of the Board.
 - (2) Any action taken at any such emergency meeting by a quorum present thereat shall be deemed the lawful action of the Board of Selectmen. All meetings of the Board of Selectmen shall be open to the public, reserving to the Board of Selectmen the right to recess for the purpose of holding discussion in an executive session, as permitted by state statutes, provided the general subject matter for consideration is expressed in the motion calling for executive session and that any final action taken by the Board be taken in public session. The Selectmen shall keep minutes of their proceedings, which minutes shall be available to the public in the Town office. Voting, except on procedural motions, shall be by ayes and nays and shall be recorded in the minutes of the Board of Selectmen. Three members of the Board of Selectmen shall constitute a quorum for the conduct of business. A majority of the Board of Selectmen (not a majority of the quorum) is needed to pass a motion.

§ 5-3. Removal.

Any elected official of the Town of Kennebunkport may be removed from elective office by the voters of the Town of Kennebunkport in the following manner:

- A. A number of voters equal to at least 10% of votes cast in the Town at the last gubernatorial election, but in no case less than 10, may present a written petition, which petition shall fully set forth the reasons therefor, to those members of the Board of Selectmen having no conflict of interest in the subject matter of said petition;
- B. In or within 15 days after the receipt of such petition, said Selectmen shall hold a public hearing on said petition, which hearing shall be restricted and limited to presentation and discussion of those matters set forth in the petition. Said public hearing shall be conducted by said Selectmen having no interest in the subject matter of the petition in accordance with rules of conduct and guidelines established by and set forth by them at the outset of the hearing;
- C. Notice for the aforesaid public hearing shall be given in the same manner as is provided for and established with regard to notice for a Town Meeting;
- D. In or within 15 days after the aforesaid public hearing, a Town Meeting shall be called by the said Selectmen and a vote by secret ballot shall be taken; and
- E. In the event of an affirmative vote for such removal, such vote shall take effect and such removal shall be effective as of recording thereof in the record of the Meeting, subject to such recount of the vote as may be requested and provided by statute.