

TOWN OF KENNEBUNKPORT, MAINE
Board of Selectmen Agenda
July 8, 2021 @ 6:00 PM
VIRTUAL MEETING VIA ZOOM (Instructions)

Ways to join this webinar

Join by **computer or mobile device** and click on <https://zoom.us/j/94250895994>

or go to **ZOOM** and enter the **webinar ID**: 942 5089 5994

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

International numbers available: <https://zoom.us/j/94250895994>

1. Call to Order.
2. Approve the June 24, 2021, and June 30, 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. Set the FY22 Tax Rate.
5. Annual board/committee appointments.
6. Appoint Selectmen representatives to boards/committees.
7. Authorize MMA Workers' Compensation Safety Incentive Program Resolve Form.
8. Award Wastewater bid for secondary clarifier upgrades.
9. Award contract for Wildes District Survey.
10. Accept contract with Host Compliance for STR software.
11. Jono Anzalone of the Kennebunkport Climate Initiative
12. Recommendations from BAC regarding beach fire permits.
13. Other Business.
14. Approve the July 8, 2021, Treasurer's Warrant.
15. Adjournment.

Town of Kennebunkport
Board of Selectmen Meeting VIA Zoom
June 24, 2021
6:00 PM

MINUTES

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

Others attending via Zoom: Laurie Smith, David Powell, Jon Dykstra, Karina Graeter, Mike Claus, Jamie Mitchell, and others.

1. Call to Order

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

2. Approve the June 10, 2021, selectmen meeting minutes.

Motion by Selectman Hutchins, seconded by Selectman Briggs to approve the June 10, 2021, selectmen meeting minutes. **Roll Call Vote:** Briggs, Hutchins, Weston, Daggett and Matthews-Bull. **Voted:** 5-0. **Motion passed.**

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

Jon Dykstra of the Solid Waste and Recycling Committee announced an education event this Saturday, June 26th from 9 am to 2 pm at the Parks & Rec building. Free bins will be given away to the first 200 customers. There will be activities for the entire family. After the 200 bins are given out, more will be available for purchase at Town Hall for \$10 each.

4. Announce the winning submission of the Kennebunkport Flag Contest.

Selectman Matthews-Bull thanked those who were involved with the administration of the contest, including the panel of judges. She advised that there were 35 submissions in total. Although there were many great submissions and the committee had their work cut out for them, they have come back with a decision. The winning flag was created by Nicholas DeBenedictis of Arlington, Massachusetts.

The inspiration for the flag comes from the Town's nautical history, stunning vistas and beaches. The blue background is symbolic of the ocean and sea and Kennebunkport's traditional blue color. The anchor depicts both the shipbuilding history and fishing trade. The circle represents the sun and waves that are a constant as Kennebunkport reaches for tomorrow.

Motion by Selectman Hutchins, seconded by Selectman Daggett to adopt the town bicentennial flag. **Roll Call Vote:** Hutchins, Weston, Daggett, and Matthews-Bull. **Voted:** 4-0. **Motion passed.**

5. Appoint Becky Nolette as Assessor.

Selectman Matthews-Bull stated that due to the passage of the ordinance amendment regarding the Selectmen and Assessor duties on June 8, 2021, the Assessor is now an appointed position. Staff recommends appointing Becky Nolette as Assessor with a term ending March 2022, as all appointments are made annually in March.

Motion by Selectman Hutchins seconded by Selectman Daggett to appoint Rebecca Nolette as the Assessor. **Roll Call Vote:** Matthews-Bull, Hutchins, Weston, and Daggett. **Voted:** 4-0. **Motion passed.**

6. Discussion and authorization of Solar Agreement.

Laurie Smith, Town Manager, introduced Karina Graeter, our Sustainability Coordinator with SMPDC (Southern Maine Planning & Development Commission) and gave some background on the Maine Net Energy Billing (NEB) program.

Karina Graeter presented updates on the NEB program and next steps. She also gave a summary of the bid process that the multi-town collaborative followed. They interviewed the top offers and unanimously agreed to recommend 20-year contract with Encore Renewable Energy.

Motion by Selectman Hutchins, seconded by Selectman Daggett to authorize the agreement with Encore Renewable Energy. **Roll Call Vote:** Hutchins, Weston, Matthews-Bull, and Daggett. **Voted:** 4-0. **Motion passed.**

7. Authorize purchase of Texa Laptop Scanner Tool.

Mike Claus, Public Works Director, recommended the purchase of a maintenance laptop and software to scan vehicle and equipment for fault codes and trouble lights. Mike anticipates savings in dealer repair costs as the Town Mechanic will be able to diagnose the issues in house. Mike received three quotes from Diesel Laptops, Connected Automotive Services, and J-Ball Electronics. Staff are recommending the purchase of Diesel laptops due to the cost, reliability, and free trade-in every 3 years. The purchase would be made with the savings in overtime, salt, and diesel accounts due to a light winter.

Motion by Selectman Daggett, seconded by Selectman Hutchins to authorize the purchase of software and equipment from Diesel Laptops for \$12,775. **Roll Call Vote:** Matthews-Bull, Hutchins, Weston, and Daggett. **Voted:** 4-0. **Motion passed.**

8. Consider recommendations from the Goose Rocks Beach Advisory Committee.

Kate Bauer Burke of the Beach Advisory Committee advised that the committee met on June 17, 2021, to discuss a variety of issues, they have two recommendations for the Board from that meeting.

- a. *Storage at Dinghy Point:* The Beach Use Agreement already prohibits storage of non-watercraft items overnight so nothing more needs to be done at this time except enforce the rules in place. Regarding watercraft, the Committee does not recommend any specific action at this time. They recommend monitoring the extent of watercraft storage in that area to determine if there is a problem with an excessive amount of watercraft being left in an area that has traditionally been a site for such storage. The Committee suggests that the CSOs monitor how many craft are left there overnight. Once we have hard data, we can consider the issue at a later meeting.
- b. *Permitting of fires on beach.* There was a lot of discussion on the issue of whether to start re-permitting campfires on the beach this summer. As a result, two BAC members took responsibility for meeting to discuss possible action proposals (ranging from going back to the former campfire policies, extending the moratorium into this summer, banning campfires completely, or some hybrid such as reducing the number of campfires). The plan is to have another BAC (one-issue) meeting as soon as possible.

The subcommittee should have recommendation for the full Beach Advisory Committee soon with comments from the Fire and Police Chiefs.

9. Discussion and Authorization of Truck Bid.

Mike Claus, Public Works Director, reminded the Board that the Town authorized the capital funding at the town meeting to replace our tandem wheel axle dump truck which is which is 17 years old. The current vehicle did not pass inspection this year and hence is not on the road. The issue is with the pandemic; the supply chain in various countries have impacted the delivery date on the new truck. The delivery is estimated to be somewhere between 7-12 months out from order. Although we received a fair number of bids that met our specifications all of them have an elongated delivery time and that means we will not have the new truck available for the upcoming winter.

The Town also received a bid for a truck that is in stock (a dealer's model truck) that would need some adjustments. Those adjustments include the addition of a plow, fenders, liquid system, rails, and paint touch up. That would put the truck slightly over the low bid that meets specifications from O'Connor GMC. The difference is that one truck is available immediately and the other is available in 2022.

Motion by Selectman Hutchins, seconded by Selectman Briggs to purchase the 2021 Western Star 4700SF truck with Viking Cives equipment for \$195,700. **Roll Call Vote:** Briggs, Hutchins, Weston, Matthews-Bull and Daggett. **Voted:** 5-0. **Motion passed.**

10. Authorize annual Animal Shelter Agreement with Animal Welfare Society.

Motion by Selectman Daggett, seconded by Selectman Hutchins to authorize the annual Animal Shelter Agreement with the Animal Welfare Society. **Roll Call Vote:** Briggs, Hutchins, Weston, Matthews-Bull and Daggett. **Voted:** 5-0. **Motion passed.**

11. Discussion of the American Rescue Plan.

Laurie Smith, Town Manager, reviewed the perimeters of the American Rescue Plan and informed the Board that the Town of Kennebunkport is estimated to receive \$360K in funding (half in 2021 and half in 2022). She also reviewed the potential uses for the funds.

12. Set meeting to sign the treasurer's warrant on June 30, 2021.

Laurie Smith, Town Manager, advised that as part of the year end closing, the Treasurer has asked to have a short meeting to authorize the final treasurer warrant for FY 2021. This warrant shortens the year end workload for the Finance Department.

Motion by Selectman Daggett, seconded by Selectman Hutchins to schedule a Board of Selectmen's meeting for June 30, 2021, at 9 am. **Roll Call Vote:** Briggs, Hutchins, Weston, Matthews-Bull and Daggett. **Voted:** 5-0. **Motion passed.**

13. Discussion of summer meeting schedule.

Over the past few years, the Board has held one regular meeting and one treasurer warrant meeting during July and August. This would mean that regular meetings would be July 8th and August 12th. Short treasurer meetings would be July 22nd and August 24th. The short warrant meetings are normally held at 9 am at Town Hall. The Board agreed with the proposed schedule.

14. Other Business.

Laurie Smith, Town Manager, introduced Jamie Mitchell, Town Clerk, to give an update on the Short Term Rental timeline. The goal is to have a final contract to be presented at the July 8th meeting. If we can get the signed contract to them on July 9th, it will take about a week to be assigned a Customer Success Agent. That person will work with the Town through the process. It will take about another 4-6 weeks to begin address identification. After that, compliance letters will be sent, and a mobile permitting process will be open. Mid-December is a deadline for being ready to issue permits on January 1, 2022.

15. 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, Matthews-Bull and Daggett. **Voted:** 5-0. **Motion passed.**

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

Motion by Selectman Hutchins seconded by Selectman Daggett to move into executive session. **Roll Call Vote:** Briggs, Hutchins, Weston, Matthews-Bull and Daggett. **Voted:** 5-0. **Motion passed.**

17. Adjournment.

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

Submitted by,
Tracey O'Roak
Administrative Assistant

Town of Kennebunkport
Board of Selectmen Meeting
June 30, 2021
9:00 AM

MINUTES

1. Call to Order

Selectman Hutchins called the meeting to order at 9:03 AM. He took roll call of Selectmen present: Allen Daggett, Patrick Briggs, and Edward Hutchins. Sheila Matthews-Bull and Michael Weston were absent.

2. Approve the June 30, 2021, Treasurer's Warrant.

Motion by Selectman Daggett, seconded by Selectman Briggs to approve the June 30, 2021, Treasurer's warrant. **Roll Call Vote:** Briggs, Daggett, and Hutchins. **Voted:** 3-0. **Motion passed.**

3. Other Business.

There was no other business.

4. Adjournment.

Motion by Selectman Daggett, seconded by Selectman Briggs to adjourn. **Roll Call Vote:** Briggs, Daggett, and Hutchins. **Voted:** 3-0. **Motion passed.** Meeting adjourned at 9:04 AM.

Submitted by,
Tracey O'Roak
Administrative Assistant

2021 Committee/Board Re-Appointments

Administrative Code	Comments	New Term Expires
Richard Smith	Reappointment	2022
April Dufoe	Reappointment	2022
D. Michael Weston	Reappointment	2022
Budget Board		
Administrative Code	Comments	New Term Expires
Allan Evelyn	Reappointment	2024
David James	Reappointment	2024
Dimitri Michaud	Reappointment	2024
Rick Wakeland	New appointment	2024
Cape Porpoise Pier		
Administrative Code	Comments	New Term Expires
Peter Eaton	Reappointment	2022
Benjamin Nunan	Reappointment	2022
Zandy Talmadge	Reappointment	2022
Eric Wildes	Reappointment	2022
Cemetery Committee		
Administrative Code	Comments	New Term Expires
Ruth Fernandez	Reappointment	2022
Linda Bryan	Reappointment	2022
Greg Pargellis	Reappointment	2022
Ann Sanders	Reappointment	2022
Rita Schlegel	Reappointment	2022
Growth Planning		
Administrative Code	Comments	New Term Expires
Paul Hogan	Reappointment	2024
Daniel Saunders	Reappointment	2024
Government Wharf		
Administrative Code	Comments	New Term Expires
Jeff Davis	Reappointment	2022
Ron Francoeur	Reappointment	2022
Thomas Mansfield	Reappointment	2022
Chris Welch	Reappointment	2022
Andrew Welch	Reappointment	2022
Kennebunk River Committee		
Administrative Code	Comments	New Term Expires
Richard Woodman	Reappointment	2024
Lighting Committee		
Administrative Code	Comments	New Term Expires
Jule Gerrish	Reappointment	2024
Planning Board		
Administrative Code	Comments	New Term Expires
Thomas Boak	Reappointment	2024
Edward Francis	Reappointment	2024
Charles "Larry" Simmons	Reappointment	2024

Public Safety Committee	Comments	New Term Expires
Jay Everett	Reappointment	2022
Mike Claus	Reappointment	2022
Craig Sanford	Reappointment	2022
Joseph Carroll	Reappointment	2022
Recreation Committee	Comments	New Term Expires
Robert Convery	Reappointment	2022
Kristen Garvin	Reappointment	2022
Adam Hartwig	Reappointment	2022
Susan Streiff	Reappointment	2022
Shade Tree Committee	Comments	New Term Expires
Sarah O'Sullivan	Reappointment	2022
Nina Pearlmutter	Reappointment	2022
Stephen Powell	Reappointment	2022
Shellfish Conservation Committee	Comments	New Term Expires
Edward Jellison	Reappointment	2024
John Kraeuter	Reappointment	2024
Wastewater Advisory Committee	Comments	New Term Expires
Bob Convery	Reappointment	2022
Joseph Mead	Reappointment	2022
Margaret Myatt	Reappointment	2022
ZBA	Comments	New Term Expires
Paul Cadigan	Reappointment	2024
Kevin McDonnell	Reappointment	2024

2021 Committee/Board New Appointments

Administrative Code	Comments	New Term Expires
Vacancy		2022
Vacancy		2022
Board of Assessment Review	Comments	New Term Expires
Vacancy		2022
Vacancy-alternate		2022
Budget Board	Comments	New Term Expires
Rick Wakeland	New appointment	2024
Conservation Commission	Comments	New Term Expires
Steven Hanna	New Appointment	2024
Robin Phillips	New Appointment	2024
Carol Morris	New Appointment	2024
Recreation Committee	Comments	New Term Expires
Vacancy		2022
Vacancy		2022
Vacancy		2022
Shade Tree Committee	Comments	New Term Expires
Steven Hanna	New Appointment	2022
Tricia Concannon	New Appointment	2022

Committees	Rep as of July 2021
Cape Porpoise Pier Committee	Edward W. Hutchins
Goose Rocks Beach Advisory Committee	Edward W. Hutchins
Government Wharf	Allen A. Daggett
Graves Library Board	D. Michael Weston
Investment Committee	Patrick A. Briggs Allen A. Daggett
K.E.M.S.	Patrick A. Briggs
Public Safety Committee	Patrick A. Briggs
S.M.R.P.C.	D. Michael Weston
Growth Planning Committee	Allen A. Daggett
Planning Board	Sheila-Matthews-Bull
Shade Tree Committee	Sheila-Matthews-Bull
Zoning Board of Appeals	Sheila-Matthews-Bull

**WORKERS' COMPENSATION FUND
RESOLVE FORM**

**MMA WORKERS' COMPENSATION SAFETY INCENTIVE PROGRAM
RESOLVE FORM**

WHEREAS, the Town of Kennebunkport is a member of the Maine Municipal Association Workers' Compensation Fund (hereinafter "WC Fund"); and

WHEREAS, Maine Municipal Association (hereinafter "MMA") provides risk management services and workers' compensation coverage; and

WHEREAS, MMA developed the Workers' Compensation Safety Incentive Program (hereinafter "the Program") to help reduce the incidents and impact of workplace injuries by implementing WC claim best practices; and

WHEREAS, MMA will provide necessary written program information, and offer assistance to participants; and

WHEREAS, WC Fund members that participate in the Program and complete the required activities, will have the opportunity to earn a credit to their annual contribution; and

WHEREAS, the Town of Kennebunkport is committed to providing a safe environment for its employees, citizens, and visiting public; and

WHEREAS, the Program will help enhance such an environment and promote a self-sustaining culture of safety with participating members,

NOW THEREFORE BE IT RESOLVED BY THE Town of Kennebunkport
to elect to participate in the MMA Workers' Compensation Safety Incentive Program.

DATED THIS _____ **DAY OF** _____, 20____

ATTEST by Governing Board (signatures or e-signatures):

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

WORKERS' COMPENSATION FUND DATA VERIFICATION FORM

Member's Name: _____

Please place a check in all boxes that apply to your organization:

Verification Questions	TIER I	TIER II	TIER III
Resolve adopted and submitted to MMA	<input type="checkbox"/>		
All departments meet MDOL compliance directive requirements	<input type="checkbox"/>		
Agrees to respond MMA corrective action recommendations within 30 days	<input type="checkbox"/>		
A Personal Protective Equipment safety plan is implemented for all required department	<input type="checkbox"/>		
Annual administrative review of safety policies is documented	<input type="checkbox"/>		
Key personnel assigned safety responsibilities	<input type="checkbox"/>		
A process to communicate safety concerns to all employees is in place	<input type="checkbox"/>		
Leadership is aware of and reviews accidents	<input type="checkbox"/>		
A slip trip and fall safety policy is in place		<input type="checkbox"/>	
A lifting and back safety policy is in place		<input type="checkbox"/>	
An office ergonomics safety policy is in place		<input type="checkbox"/>	
A safety committee holds meetings at least quarterly and minutes are documented		<input type="checkbox"/>	
Incident reviews (i.e. accidents, near misses) are conducted to find appropriate root cause(s) of reported occurrences. Corrective recommendations are implemented		<input type="checkbox"/>	
Facility and equipment self-inspections are completed annually and documented		<input type="checkbox"/>	
Preferred providers are used		<input type="checkbox"/>	
Employee training is documented			<input type="checkbox"/>
A written incident review policy is in place			<input type="checkbox"/>
A wellness program or similar alternative is offered to employees			<input type="checkbox"/>
A return-to-work policy (light-duty) for all departments is in place			<input type="checkbox"/>
Leadership attends/participates in Safety Committee meetings, trainings and other safety events			<input type="checkbox"/>

E-Signature: _____

Title: _____

Date: _____

RETURN TO: WCSIP@memun.org or fax to (207)624-0127



WORKERS' COMPENSATION FUND FACILITY SELF-INSPECTION FORM

Location: _____

Date of Inspection: _____

Inspector(s): _____

Note the location of any deficiency and complete a work order or send an email work order to _____

Exterior	YES	NO ¹	NA
a) Are walkways clear of obstacles that could cause a tripping hazard?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
b) Are parking lots free of tripping hazards (i.e., potholes)?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
c) Are walkways, parking lots, and stairs kept free of snow and ice?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
d) Is parking lot lighting adequate and functioning?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Housekeeping	YES	NO ¹	NA
a) Are floors kept clean?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
b) Are ceiling tiles free of stains?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
c) Are all ceiling tiles in place and in good condition?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
d) Walkways illuminated?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
e) Waste / recyclables removed daily?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
f) Are all walkways free of obstructions?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
g) Are partitions walls maintained and cleaned?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
h) Are all fabric surfaces cleaned on a periodic schedule?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
i) Rugs / carpet / flooring free of tripping hazards?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
j) Food vending areas clean?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
k) Kitchen / Cafeteria clean?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
l) Is lighting adequate in stairways?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
m) Ventilation filters routinely changed?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
n) Boiler rooms not used for storage?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Life Safety	YES	NO ¹	NA
a) EXITs are accessible and free of obstructions?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
b) EXIT pathways clear and unobstructed?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
c) Are all EXIT signs illuminated?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
d) Are fire extinguishers inspected monthly?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
e) Are Fire-rated doors (stairway doors) kept closed or on magnetic closers?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
f) Do all emergency lights function as designed?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

WORKERS' COMPENSATION FUND FACILITY SELF-INSPECTION FORM

General Conditions	YES	NO ¹	NA
a) Has there been an evacuation drill in the past 12 months?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
b) Are the evacuation routes posted?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
c) Are emergency numbers posted?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
d) Are first aid kits accessible and stocked?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
e) Does the elevator have a current inspection date?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
f) Are State and Federal Posters in place?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
g) Are portable heaters prohibited?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
h) Flammables stored in fire-rated cabinets	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
i) Machine guarding of moving parts	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Electrical Safety	YES	NO ¹	NA
a) Multiple receptacle power strips not piggybacked?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
b) Distribution panels clear of obstruction?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
c) Cord and tool ground prong intact?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
d) GFCIs function as designed?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
e) GFCIs located in wet or damp locations	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
f) Are all electrical outlet and switch covers in place?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
g) Do all electrical cords look safe (not frayed or cut)?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
h) Are all cords out of the way of walking surfaces?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
i) Are all cords and plugs in good condition?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
j) Is the use of extension cords limited to in-hand use?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
k) Knockouts or after-market blanks in place	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
l) Circuit breaker function listed on legend	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

WORKERS' COMPENSATION FUND FACILITY SELF-INSPECTION FORM

Shop Safety	YES	NO ¹	NA
Floor loading posted for overhead storage	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Welding equipment – covers and lead terminals protected	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Welding equipment leads not damaged	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Welding equipment - electrode holder not damaged	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Storage of acetylene / oxygen cylinders fire separation	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Cylinders protected against tipping / damage	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Air compressor high-pressure relief valves tested?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Mechanical jack stands include legible capacity rating	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Hydraulic floor and bottle jacks include legible capacity rating	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Ladders in safe condition and inspections documented?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Slings, straps and chains inspection documented	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Hoists have annual documented inspection?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Vehicle lifts have annual documented inspection?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Fleet vehicles pre-use inspection documented	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Metering equipment calibration documented per manufacturer recommendation	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Power and hand tools in safe condition?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Personal protective equipment is in safe condition	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Sander body storage racks include legible load rating	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Chemical Hazards	YES	NO ¹	NA
Safety Data Sheets available and current?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Chemical inventory list up to date?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

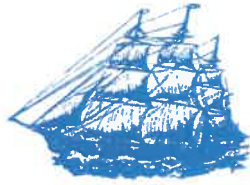
Eye Wash Stations	YES	NO ¹	NA
Eye wash stations accessible and tested?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Drench showers function as designed and tested?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Ergonomics	YES	NO ¹	NA
Have all Video Display operators annually trained on the Maine VDT law?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Have the work stations been ergonomically evaluated?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Are desk and chairs adjusted properly for the employee?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Print Form

Reset Form

¹ Most "NO" responses require some kind of corrective action plan.



KENNEBUNKPORT WASTEWATER DEPARTMENT

MEMORANDUM

Date: June 23, 2021

To: Laurie Smith

From: Chris Simeoni, Deputy Director Public Works

Re: Agenda item for July 8th Selectmen's meeting- Award bid for Secondary Clarifier Upgrade work.

On April 6th, the Wastewater Department went out to bid on the rehabilitation of both circular clarifiers. A mandatory pre-bid meeting was held on April 20th for interested contractors to provide information regarding scheduling and funding. Bids closed on May 11th, 2021, at 2:00 pm. The following table is representative of the bid tabulation. (Please see attached summary of bids.):

Bidder Name	Proposal Amount
Penta	\$736,000- Base \$211,300- Alternate A \$947,300 Total
Northeast Earth Mechanics	\$603,000- Base \$295,000- Alternate A \$898,000- Total
T. Buck Construction	\$745,511- Base \$250,000- Alternate A \$995,511- Total
Apex Construction	\$692,250- Base \$259,000- Alternate A \$951,250- Total

All bids were evaluated by Wright-Pierce for errors and omissions. (Please see attached letter from Matthew Burns at Wright-Pierce regarding the evaluation of bids.) The errors Wright-Pierce discovered with Northeast Earth Mechanics were relatively minor and did not materially affect their bid. Wright-Pierce also conducted reference checks regarding Northeast Earth Mechanics' recent projects and proposed project team and feel the company is suitable for this project.

Based on the evaluation of bids conducted by Wright-Pierce, and pricing, we recommend awarding the bid for the Secondary Clarifier Upgrades to Northeast Earth Mechanics in the amount of \$898,000.00 total, which includes Alternate A. Please note that bid alternate A is replacement of the clarifier domes.



TOWN OF KENNEBUNKPORT, MAINE

- INCORPORATED 1653 -

PROPOSAL SUMMARY FORM Secondary Clarifier Upgrades

In accordance with the Request for Proposals, Instructions, and Specifications; the following Proposals were received and opened:

Date: 5/11/21

Time: 2:00 p.m.

Bidder Name	Contact Information	Proposal Amount
Penta		\$ 736,000 - BASE \$ 211,300 - ALTERNATE A \$ 947,300 - TOTAL
NORTHEAST EARTH MECHANICS		\$ 603,000 - BASE \$ 295,000 - ALTERNATE A \$ 898,000 - TOTAL
T. BUCK CONSTRUCTION		\$ 745,511 - BASE \$ 250,000 - ALTERNATE A \$ 995,511 - TOTAL
APEX CONSTRUCTION		\$ 692,250 - BASE \$ 259,000 - ALTERNATE A \$ 951,250 - TOTAL

Opened By: [Signature]

Signature: ERIC LARICE

Witness: Christopher T. Simeoni

Signature: [Signature]

May 14, 2021
W-P Project No. 14227A

Eric LaBelle, P.E., Principal/Process Engineer
Town of Kennebunkport
25 Recreation Way
Kennebunkport, Maine 04046

Subject: Secondary Clarifier Upgrades
Evaluation of Bids

Dear Eric:

We have completed our review of the bids that were received on May 11, 2021 for the Secondary Clarifier Upgrades project. This letter represents a summary of our findings.

Four bids were received during the bidding period. A tabulation of the bids is attached. There were no mathematical errors in the bids received. Northeast Earth Mechanics, Inc. has submitted the apparent low bid of \$603,000.00 for the Base Bid and \$295,000.00 for Bid Alternate A, for a Total Bid of \$898,000.00. The second lowest bidder, Penta Corporation, was approximately 5% higher (based on the Total Bid, which was the basis of award) than the low bid, which is an indication that Northeast Earth Mechanics' low bid appears reasonable for the type of work involved. A few items were noted while reviewing Northeast Earth Mechanics' bid package. The Bid Bond listed the "Town of Kennebunk" as the Owner and the bid package did not include the following items:

- Certificate of authority to do business in Maine
- List of Suppliers
- List of Subcontractors
- Maine DEP Form 6100-4
- Maine DEP Form 6100-3

When requested, Jason Babbage from Northeast Earth Mechanics promptly supplied each of these omitted documents, as well as a corrected Bid Bond. These errors and omissions in Northeast's bid package are relatively minor deficiencies, which do not materially affect Northeast Earth Mechanics' bid.

We have also contacted several Wright-Pierce project managers regarding projects either ongoing, or recently completed by Northeast Earth Mechanics. The results of these internal reference checks were consistent, with positive feedback on the work completed by Northeast Earth Mechanics, as a company. We also contacted several Wright-Pierce project managers about Northeast Earth Mechanics' proposed project team, given the lack of current project references for clarifier projects listed in Northeast's bid package. The proposed project manager, Jason Babbage, has previous clarifier replacement experience under Methuen Construction. On one specific Wright-Pierce project, he was the project manager for the upgrade of two 127-ft primary clarifiers for the Greater Lawrence Sanitary District in North Andover, MA. The feedback we received from the Wright-Pierce project manager for this project was positive regarding Jason's management of the project. We also requested the resume and information on past

Mr. Eric LaBelle, P.E.

5/14/2021

Page 2 of 2



clarifier experience for Northeast's proposed superintendent, Joseph White as well. Joseph has previous experience with clarifier replacement work during his time at Methuen Construction, specifically replacement of the primary clarifiers at the Nashua, NH WWTF. The feedback we received from the Wright-Pierce project manager for this project was positive regarding Joseph's work and supervision on the project. This feedback has led us to conclude that, although Northeast Earth Mechanics as a company does not have significant clarifier upgrade experience, the project team that they are proposing appears to have clarifier upgrade experience as part of their previous employment history.

We also contacted Northeast Earth Mechanics' financial institution, Northway Bank, in Concord, NH. They indicated that Northeast Earth Mechanics has been a customer with the bank for nearly 20 years, that they are an excellent customer and in good standing with the bank, and that they would indeed have the financial capacity to undertake a project of this size.

Based on the above, we are not aware of any reason why this contract should not be awarded to Northeast Earth Mechanics as the lowest responsive and responsible bidder. It should be noted that Wright-Pierce cannot make any guarantee that Northeast Earth Mechanics will perform the work within the bid price, the specified schedule or in accordance with the Contract Documents. Ultimately, the decision to award the Contract lies with the Town.

If the Town decides to proceed with the project based on the lowest responsive bid, the Town should issue a letter to Northeast Earth Mechanics stating the Town's intention to award the contract once the bond referendum has passed and project funding has been secured. Suggested language for this letter is attached. We would be happy to assist you with submitting the necessary documentation to DEP for approval, awarding the contract, requesting the required bonds and insurance information, and executing the Contract Documents.

Very truly yours,

WRIGHT-PIERCE

Matthew Burns, P.E.
Project Manager
matthew.burns@wright-pierce.com

Corey Lewis, P.E.
Lead Project Engineer
corey.lewis@wright-pierce.com

Enclosures

- Bid Tabulation
- Draft Notice of Intent to Award

cc:

- Chris Simeoni - Town of Kennebunkport
- Mike Claus - Town of Kennebunkport



TOWN OF KENNEBUNKPORT, MAINE

~ INCORPORATED 1653 ~

MAINE'S FINEST RESORT

Memorandum

To: Laurie Smith
From: Michael Claus, Public Works Director *Michael W Claus*
Date: July 1, 2021
Re: Wildes District Road and Main Street Survey Services

Please find attached 3 proposals for Right of Way (ROW) Survey work for Wildes District Road and Main Street. The survey would extend from Wildes District Fire Station to Cape Porpoise Square.

The purpose is to better understand the location of the apparent ROW to be able to develop concept design plans for public review and discussion. We would plan on holding a similar public process as was used for Mills Road.

Concept designs would focus on drainage, road improvements, and pedestrian safety such as sidewalks or shoulders.

It would be our intent to present the outcomes of the public process with the Board of Selectmen. Be it the pleasure of the Board, we would further develop the plans and develop budgetary figures to be proposed for future Capital Improvements.

I recommend the Town accept the proposal from Main-Land Development.

<u>PROPOSED COSTS</u>		
Main-Land Development Consultants	\$8,200	Fixed Fee
Lower Village Survey Co.	\$30,000	Time and Materials
Dow and Coulombe	\$33,000	Fixed Fee

REQUEST FOR PROPOSAL

PREPARED FOR
THE TOWN OF KENNEBUNKPORT



TOWN OF KENNEBUNKPORT WILDES DISTRICT ROAD – RIGHT-OF-WAY SURVEY

MAIN-LAND
DEVELOPMENT
CONSULTANTS, INC.
CHUCK BUKER, PLS
chuck@main-landdci.com

TABLE OF CONTENTS

TAB 1: Cover Letter & Company Introduction

TAB 2: Scope of Services, Fee, Terms/Conditions

TAB 3: Project Team & Professional Resumes

TAB 4: References



MAIN-LAND

DEVELOPMENT
CONSULTANTS, INC.

ENGINEERS, SURVEYORS, SCIENTISTS

69 MAIN ST, P.O. BOX Q, LIVERMORE FALLS, ME 04254
367 US ROUTE 1 SOUTH, THIRD FLOOR, FALMOUTH, ME 04105
TEL: (207) 897-6752/FAX: (207) 897-5404
WWW.MAIN-LANDDCI.COM

June 21, 2021

Town of Kennebunkport
c/o Eric Labelle, Principal Project/Process Engineer
6 Elm Street, Kennebunkport, ME 04046

Subject: RFP for Right-of-way Survey – Wildes District Road

Dear Mr. Labelle,

Thank you for considering Main-Land Development Consultants, Inc. (Main-Land) as a potential consultant for Professional Surveying Services associated with the design and development of a new sidewalk along Wildes District Road in Kennebunkport. Please accept this letter and package as Main-Land's proposal. Main-Land has worked on countless topographic surveys throughout Maine over our 47-year existence and have had the pleasure of working with multiple engineers on many projects to great success.

The Main-Land mission statement reflects our culture. We pride ourselves on providing services that add value to the overall project and the community as a whole. We also recognize our role is to ensure that the project is successful. This is reflected in our core values first established by our founder, Darryl Brown: *"Our success can only be measured by the success of those we serve."*

We strive to be collaborative and adaptable to the needs of our clients. Main-Land understands the need to be technically proficient, however, also recognizes interaction with leaders, peers, and stakeholders contributes to success. Main-Land stresses friendliness, honesty, responsiveness, documentation, and most importantly, we work at your direction and will support your team as you see necessary. Main-Land strives to be and has been characterized by our clients as "the friendly consultant". We take joy in serving our clients well and creating lasting relationships.

Thank you for the opportunity to submit this proposal of qualifications for your consideration.

Sincerely yours,

Main-Land Development Consultants, Inc.

Charles L. Buker, PLS
Senior Land Surveyor

INTRODUCTION

Main-Land Development Consultants, Inc. (Main-Land) is a multi-service, multi-market land investigation, planning, development, and municipal consulting firm located in Livermore Falls, Maine.

Main-Land performs professional land planning services, including:

- Civil Engineering
- Land surveying and GIS mapping
- Environmental sciences
- Site evaluations
- Soils mapping
- Regulatory permitting
- Geology
- Hydrogeology
- Other land planning services

Why Select Our Team?

Main-Land has state-wide experience, with projects from Kittery to Fort Kent, from Bethel to Eastport. Main-Land has been in business since 1974. We have the experience, knowledge, equipment, and technology to get your land project completed.

Main-Land's company values are strongly founded on service and professionalism. We recognize projects belong to the owner and only engage us to assist them in reaching their goals.

Main-Land is your "friendly consultant"! We provide highly technical and professional consulting services at very reasonable costs, but the friendly attitude is free. We develop relationships with our clients so that you will enjoy working with us!

Firm History

Main-Land was founded in 1974 by Darryl N. Brown. Darryl started Main-Land as a Licensed Site Evaluator and Certified Soil Scientist. It was not long after that he added surveying and then engineering, serving developers and land owners throughout the state. Main-Land grew through the years, persevering through several recessions, adding staff for a growing list of clients, and expanding to work throughout the state of Maine.

Darryl has always been civic minded. During his tenure as owner and President of Main-Land, Darryl served two terms as a State Representative and helped multiple municipalities, associations, and charitable organizations. In 2010, Darryl decided to start a new chapter in his career and take up service in State Government. Darryl first served as Commissioner for the Maine Department of Environmental Protection, then as Director for the State Planning Office until its dissolution.

In 2011, Main-Land was purchased by Robert (Bob) L. Berry III. Bob has been with Main-Land since 2004 working as an engineer and project manager. Since the transition, Main-Land continues to grow, expanding services and growing into new market sectors, while striving to continue with our company values for which Main-Land has always been known.

How We Work

Main-Land expertly performs the professional land consulting services that our clients require. But Main-Land also has several core philosophies and methodologies that add significant value to our clients' projects.

Project Management

Project management at Main-Land starts with a project proposal. Main-Land makes every effort to provide a useful, informative, and clear proposal that describes what we will do and how we will do it. Many clients use our proposals as a playbook for the consulting process as the project proceeds. Proposal writing is free of charge.

Main-Land will categorize our efforts by Tasks, some of which may include but are not limited to: Base Mapping and Regulated Resources, Site Evaluations, Concept Planning, Geotechnical Analysis, Design Development, Permit Application Development, Permitting Process, Construction Documents, Bid Administration, and Construction Administration. Costs for each task will be estimated by staff and our proposals provide a sum of the proposed project cost.



A project accounting of all costs, broken down by Task, is provided to project managers every other week. Project managers track the project expenses, progress, and schedule by task. A brief report of the result is included in

correspondence with clients, either with an invoice, or more directly by phone, email, or personal communication. Company management reviews project accounting twice a month for accuracy.

Our goal is to ensure that projects remain on budget and on schedule. If your project goes over budget without your knowledge it is difficult for us to maintain a good and friendly relationship with you.

Quality Control

Our firm's product is your successful project. Whether it is our performance at a public hearing, a complicated permit application, or detailed construction documentation, the quality of our work is of paramount importance to your success and ours. Therefore, Main-Land assures quality by two methods.

First, Main-Land has a culture of enablement. Our philosophy is that each employee is a well trained and experienced professional in a highly technical field. As such, Main-Land staff are encouraged and required to take ownership of, and pride in, their work in a public way. Second, Main-Land has a strong quality assurance policy that we put into daily practice. No product of significance leaves Main-Land without in-house peer review. We have found that a relatively small review effort by a second set of trained eyes yields high quality assurance. Quality assurance leads directly to constructability of our projects and your success.

Scheduling & Workload

Main-Land controls our work efforts in order to meet your project's schedule. We handle workload in several effective ways.

First, Main-Land meets weekly for a project coordination staff meeting. All company managers and project professionals are present for the weekly coordination meeting. Discussion topics include reviewing the active project list, individual project progress discussions, and staff assignment and re-assignment as needed.

Second, every project is assigned a project manager. That project manager is required to monitor project cost, evaluate production progress, predict staffing requirements, and communicate these to management and the client.

Third, many of Main-Land's professionals maintain proficiency in multiple areas of expertise. For example, Main-Land employs a Professional Geotechnical Engineer who is also a Certified Geologist and is proficient in Site Evaluations. In this way, we remain flexible for our client's needs. Staff can be re-assigned as needed to meet a particular project's schedule.

Lastly, Main-Land is the largest multi-discipline land consulting firm native to western Maine, including Oxford, Franklin, Somerset, and Androscoggin counties. We have the staff needed to get the project done successfully and in a timely manner.

Project Coordination & Communication

High levels of technical proficiency are wasted without proper project coordination and communication. Main-Land stresses these important aspects of a successful project.

First, with each invoice, Main-Land will update you on how the project is progressing, itemized by

Task. Possible problems and successes with the project will be communicated with you.

Second, a constant and dynamic stream of communication is necessary. In today's integrated world, forms of communication are plentiful and fast. The problem to overcome is initiating and verifying communication. For proper communication, Main-Land stresses friendliness, articulation, honesty, frequency, and documentation. Main-Land often follows up meetings and verbal communications with email or memo summaries. In this way, we catch possible miscommunications to ensure that our exceptional solutions actually apply to your problem.



Services

Main-Land offers a wide range of land services, including but not limited to:

- Site/Civil and Geotechnical Engineering
- Land Survey and GIS
- Site Evaluations
- Environmental Sciences, including evaluating and mapping of Wetlands, Streams, and Vernal Pools
- Soils Investigations and Mapping
- Regulatory Permitting
- Geology and Hydrogeology
- Project Visualization

Main-Land's professional staff have the appropriate state licenses, technical gear, support staff, and the experience to provide you with the service you need.

Further, due to our long working history, Main-Land has a large library of data. Data may already exist for a client's property, minimizing costs. Data may be available near your site, lending support to our findings and conclusions. This historical data has saved some of our clients significant cost and time in the past.



SCOPE OF SERVICES

PROJECT SITE:

The project site is along Wildes District Road from Turbats Creek Road to Route 9 and then along Route 9 to Cape Porpoise Kitchen. The approximate distance is 7,200 feet, or 1.4 miles. Survey area focus would be the apparent right-of-way of Wildes District Road and Route 9, or basically treeline to treeline.

PROJECT GOALS:

MAIN-LAND understands that you are planning on constructing a new sidewalk along Wildes District Road and Route 9. As part of the planning and design process, Main-Land will provide an up to date right-of-way/topographic survey of Wildes District Road and Route 9 to be developed.

SCOPE OF SERVICES:

MAIN-LAND will complete the following survey work:

PROPERTY

- Apparent Right-of-way lines and monuments within the survey area.
- Adjoining and on-site roads, alleys, curbs, walks, hydrants, poles, guy wires, manholes, streams, ditches, banks, fences, outline of existing buildings and other fixed features.
- Any known on-site easements.
- Adjacent abutting property lines and property owners.
- GPS (latitude and longitude) coordinate points at all property corners.

TOPOGRAPHY

- USGS datum. State Plane Coordinate System.
- Spot elevations along property lines, top and bottom of curbs, top and bottom of ditches and banks.
- Contours at ___ one foot 2 foot or ___ 5 foot intervals.
- Label and supply three temporary benchmarks with vertical information.
- Spot Grades inside each building door (interior floor), utility pads, top and bottom of stairs, along building walls, and at center line of any adjacent roads.

UTILITIES

- Location of all known underground lines and all overhead lines in the project area and definition of electrical, telephone, cable TV, etc.
- Rim Elevations of manholes on sanitary sewer lines; and Rim Elevations of catch basins and drain manholes on storm drain lines. All culvert sizes and inverts.
- Water lines.
- Locations of telephone and power poles on site and along road frontage. Define poles according to use: light poles, power poles, and telephone poles with pole numbers.

DRAWING

- Sheet size optional with engineer.
- Sheet size 24"x36".
- Scale of drawing 1" equals 30' ft.(text=.1" tall)
- Scale largest possible on specified sheet.
- North orientation arrow.
- Surveyor's State seal and signature.

- X Furnish AutoCAD drawing with all points, and point data. Furnish drawings in pdf format.
 X Furnish one stamped plan.

Meetings: No client or regulatory meetings are proposed in this task, though we have made allotments for email, phone, and video calls, if required. Main-Land is happy to meet with Client onsite during our schedule field visit.

APPROACH

Topographical Site Survey – A topographical survey includes the location of vertical site features such as ditches, banks, slopes and spot grades from survey control points to produce contour lines across the project site. These contour lines are a representation of the vertical relief across the site and are used during the design process to determine the placement of proposed infrastructure and set final grades across the site. To produce contours, the traditional method is an “on the ground” survey using a total station and possibly a GPS to collect horizontal and vertical positions across the project site. These data points require line of sight from the survey control points and need to be spread, somewhat uniformly, around the site. Through the open areas this is a relatively easy, albeit time consuming task. Wooded sections are more challenging and require additional effort to cut or “brush” open sight lines.

The site survey portion of this work includes the survey location of existing site features and improvements to show the existing conditions at the time of survey. This includes the location of buildings, utilities, curbs, roads, walkways, landscaping and other similar features pertinent to the design and development of the site.

With the project sites being relatively small in size, an “on the ground” approach to the above work is recommended and will yield the most favorable results.

ASSUMPTIONS

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

- The Project Goals outlined above. Significant changes to the project goals and/or work scope will change our costs and the terms of this proposal. Changes to the design will necessitate extra work on our part which will in turn affect our cost.
- Main-Land will not supply any engineering design work, this proposal covers survey base mapping services only.
- Main-Land will work with Client in a well-directed and coordinated manner.
- Main-Land will not provide boundary survey work to determine, map, or mark the abutting property lines. Right-of-way lines shown will be based on the available evidence and/or centerline.
- Main-Land will not subcontract a subsurface utilities marking company as part of this proposal. If underground utilities are mapped prior to the survey field work, paint marks will be located. Any existing information regarding subsurface utilities provide by Client will be utilized.
- Others. Assumptions include other assumptions stated elsewhere in this proposal.

OPINION OF PROBABLE COST:

The cost for Main-Land to complete the project as defined in the Scope of Services, above, is **\$8,200 Fixed Fee**.

SCHEDULE:

Due to current workloads and commitment, Main-Land is currently scheduling work around the middle to end of August. Total project duration is expected to be approximately 3-4 weeks. Main-Land will work to meet any reasonable deadlines if possible.

CONCLUSION OF PROPOSAL AGREEMENT:

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

Client has read and agrees to the Standard Conditions sheet attached to this proposal. If that sheet is missing, please do not sign this proposal and contact Main-Land.

Main-Land generally requires a 10% retainer pre-payment prior to the start of work. However, we opt to waive a retainer for this project. Any prepayment will be applied to the project as work is completed with the remainder invoiced upon completion.

If this proposal meets with your satisfaction, please sign in the space provided and return a copy, to Main-Land. If you have any questions, comments or concerns with this proposal please do not hesitate to call or email at any time. We appreciate the opportunity and look forward to working with you on this project.

Sincerely,

Main-Land Development Consultants, Inc.



Charles L. Buker, PLS
Senior Land Surveyor

By signing below, the Client states that:

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

Client: _____ Date: _____

Standard Terms & Conditions

1. Involved Parties. As defined in the Proposal attached.
2. Payment of Invoices.
 - a. MAIN-LAND bills its clients monthly for the work performed in the previous month, or upon completion of the Scope of Services, whichever occurs first. Payment is due Net 30. A late charge of 1.5% monthly interest, an annual rate of 18%, will be applied to all unpaid balances over 30 days old and will be added directly to project costs, including Fixed Fee tasks.
 - b. MAIN-LAND pays our staff, vendors, and sub-consultants promptly. We request the same. If payment will be delayed, CLIENT agrees to communicate with us as soon as feasible.
 - c. MAIN-LAND reserves the right to withhold deliverables and project information (plan copies, reports, deeds, etc.) until payment is made in full.
 - d. MAIN-LAND also requires a 10% retainer pre-payment prior to the start of work, unless stated otherwise in the proposal. The pre-payment will remain unapplied to invoices until the end of the project, whereupon it will be applied to your final invoice. In the case that your final invoice is less than the pre-payment, Main-Land will return the difference. No interest shall be applied to the pre-payment.
 - e. Invoices can be delivered by email at request. If CLIENT uses a purchase order system, PO numbers can be accommodated on the invoice. Please contact your project manager at MAIN-LAND.
3. Term of Proposal. This proposal remains open for thirty (30) days from the date of the proposal. MAIN-LAND reserves the right to adjust this proposal, including pricing, if your written acceptance is not received within 30 days. If you accept this proposal in writing within thirty (30) days from the date of the proposal, the proposal, including the terms set forth in the proposal, and the terms set forth in these Standard Conditions, will then be a binding contract.
4. Term Delay. This proposal is valid only if the project remains within the schedule noted in the proposal. If the schedule is delayed more than 30 days due to factors outside our control, then MAIN-LAND reserves the right to adjust this proposal, including pricing.
5. Limitation of Liability. To the fullest extent permitted by law, the total liability, in the aggregate, of MAIN-LAND and its officers, directors, employees, agents, and independent professional associates and consultants, and any of them, to CLIENT and any one claiming by, through or under CLIENT, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to MAIN-LAND's services, the project or this Agreement, shall not exceed the total compensation received by MAIN-LAND under this Agreement, or available proceeds from insurance, whichever is less. This limitation will apply regardless of legal theory, and includes but is not limited to claims or actions alleging negligence, errors, omissions, strict liability, breach of contract, breach of warranty of MAIN-LAND or its officers, directors, employees, agents or independent professional associates or consultants, or any of them. CLIENT further agrees to require that all of CLIENT'S contractors and subcontractors agree that this limitation of MAIN-LAND's liability extends to include any claims or actions that they might bring in any forum.
6. Consequential Damages. CLIENT waives any claim for consequential damages, including but not limited to damages for loss of profits, loss of revenues, and loss of business or business opportunities, for claims, disputes or other matters in question arising out of or relating to this Agreement.
7. Performance Standards & Warranty. MAIN-LAND will perform its services under this Agreement in a manner consistent with that degree of skill and care ordinarily exercised by members of MAIN-LAND's profession currently practicing in the same locality under similar conditions. MAIN-LAND makes no other warranties or representations, either expressed or implied, regarding the services provided hereunder, and expressly disclaims any other warranties or representations, express or implied, regarding the services provided hereunder.
8. Proprietary Product. Only the original printed papers, mylars, and other documents and plans produced as a result of this contract are considered the product. Design information and electronic documents used for this project shall remain the property of MAIN-LAND. MAIN-LAND may, at its discretion, provide electronic documents upon request, but may require a separate electronic document agreement. A sample document is available upon request.
9. Marketing of Product and Media Information.
 - a. MAIN-LAND may take pictures, video, sketches, and other similar media information ("Marketing Materials") throughout the project development schedule for marketing and other purposes. Marketing Materials may be used by MAIN-LAND for marketing and promotional materials, including for social media, newsletters, newspaper, trade journals, and other publications.
 - b. Publication of Marketing Materials by MAIN-LAND prior to the project being made public (for example: application submissions to regulatory agencies, CLIENT press release, etc.) will not occur without CLIENT permission. Publication thereafter may occur without notice to CLIENT.
 - c. Upon written request from CLIENT received by MAIN-LAND prior to the project being made public, MAIN-LAND will not publish Marketing Materials concerning the subject project until the project is completed.

TOWN OF KENNEBUNKPORT: WILDES DISTRICT ROAD RIGHT-OF-WAY SURVEY

10. Permission to Enter Premises and Document. CLIENT hereby grants permission to MAIN-LAND to perform services described above, including permission to enter the premises, perform observations and surveying, and to document our findings. Documentation includes but is not limited to: survey data gathering; field notes and sketches; photographs; and video recording. Excepting in cases of imminent hazard to the public safety, and except as provided otherwise herein, MAIN-LAND's findings, documentation, and other information is and shall remain strictly confidential.
11. Work on the Property. CLIENT gives MAIN-LAND permission to cut bushes, limbs and trees, as well as remove other objects interfering with the gathering of necessary information and measurements. MAIN-LAND agrees not to unreasonably damage the property and the CLIENT agrees to notify us of sensitive or protected areas that are not to be disturbed or damaged before we start the work.
12. Abutter Notification. For boundary surveying work, CLIENT authorizes MAIN-LAND to contact all adjacent landowners for permission to enter their property as required by Maine law, and to solicit information regarding property boundaries in the area.
13. Monument and Marker Suitability.
 - a. CLIENT or their agents shall not use stakes, nails, flagging or other markers set by MAIN-LAND for construction or any other purposes without first contacting MAIN-LAND in order to determine if such use is appropriate.
 - b. CLIENT understands and acknowledges that only iron rebar, iron pipes, drill holes and concrete/stone monuments mark boundaries and that wooden stakes, nails, flagging, etc. may not mark boundaries. Contact MAIN-LAND with questions regarding boundary markers.
14. Confidentiality. MAIN-LAND will keep CLIENT information confidential within reasonable expectations common in our industry. If additional sensitivity is required, CLIENT will notify us prior to beginning the work. Once applications are delivered to regulatory agencies, the submitted information will be public.
15. Cancellation. The Client or MAIN-LAND may cancel this contract with written notification received five (5) business days before work will end, in which event MAIN-LAND shall be paid for work performed prior to MAIN-LAND'S receipt of written notice of cancellation. Fixed Fee tasks will be billed no more than the percentage completion of that task; the Client will not be charged for the full Fixed Fee unless the Fixed Fee task is completed.
16. Severability. If any provision of this agreement is declared invalid, illegal, or unenforceable, in whole or in part, the affected provision, or portion thereof, will be considered omitted or modified to conform to applicable law. The validity, legality, and enforceability of all other remaining provisions will remain in full force and effect.
17. Jurisdiction. This agreement shall be governed by and be construed in accordance with the laws of the state of Maine. Any dispute arising out of, or relating in any way, to the proposal/these Terms and Conditions, shall be resolved in the Maine Superior Court in Androscoggin County, Maine, or the Maine District Court in Lewiston, Maine.
18. Enforcement Costs and Fees. In the event MAIN-LAND engages counsel, or otherwise takes action, with or without a formal lawsuit, to recover any amount payable under, or to otherwise enforce the terms of, the agreement between the parties formed by acceptance of this proposal and these Terms and Conditions, CLIENT shall pay MAIN-LAND all costs and fees, including, without limitation, reasonable attorney's fees, incurred by MAIN-LAND.
19. Interpretation. The headings contained in this proposal and these Terms and Conditions are for reference purposes only and shall not affect the meaning or interpretation of this proposal.
20. Approval. For the purposes of this proposal agreement, CLIENT understands and agrees that an email approval to proceed with the work constitutes a real approval to the proposal agreement and is as binding as a handwritten signature on the original proposal agreement. Partial approvals to proceed are acceptable if requested and agreed in writing signed by MAIN-LAND.

PROJECT TEAM

Timothy J. Gallant Maine Professional Licensed Surveyor #2434 Director of Surveying

Tim is the Director of Surveying for Main-Land. He is a Maine Professional Licensed Surveyor of 10 years and has over 20 years of surveying experience in the State of Maine.

He has extensive experience with boundary surveys, ALTA surveys, deed research, subdivision plans, topographical surveys, survey and mapping grade location work, mortgage loan inspections, and flood elevation certificates and FEMA amendments.

Tim will oversee the management of the project, coordinate schedules, and workload.

Charles L. Buker Maine Professional Licensed Surveyor #2397 Senior Surveyor

Chuck is a Maine Professional Licensed Surveyor of 13 years and has over 20 years of surveying experience in the State of Maine. He has extensive experience with boundary surveys, ALTA surveys, deed research, subdivision plans, topographical surveys, survey and mapping grade location work, mortgage loan inspections, and flood elevation certificates and FEMA amendments.

Chuck will lead and oversee the boundary survey and base mapping efforts, including final calculations and may oversee the day to day project management.

Josh M. Lindeman Staff Surveyor

Josh is a staff surveyor and crew chief with over 5 years of surveying experience in the State of Maine. He has experience leading the field efforts on boundary surveys, ALTA surveys, topographical surveys and construction layout. Josh comes from the construction industry, where he worked in varying capacities up to foreman for over 10 years.

Josh will lead and oversee the field efforts and assist with office tasks, such as calculations and drafting.

PROJECT REFERENCES

Town of Freeport Public Works

Freeport, Maine

Project Description: Surveys on multiple roads to determine the end of public right-of-ways to create a town turn-a-round. Survey work consisted of research and field work to “tie into” and re-establish the right-of-way lines.

Client and Contact:

Town of Freeport
Earl Gibson, Superintendent
7 Hunter Road, Freeport, Maine 04032

Town of Rangeley Sidewalk Construction

Rangeley, Maine

Project Description: As-built “on the ground” topographic/site survey from Sunset Lane to Dallas Hill Road to produce a base map showing existing conditions and one-foot contours. Base mapping was used as an aid in the design process completed by Wright-Pierce. Total distance of survey was 3,400 feet.

Client and Contact:

Wright-Pierce
Jeff Preble, Senior Project Manager
11 Bowdoin Mill Island, Suite 140, Topsham, ME 04086

Auburn School Department

Auburn, Maine

Project Description: Boundary survey and topographic survey of the Edward Little High School campus to produce base mapping for the design of a new school. Survey work included deed research and field work to re-establish the record boundary lines along with an “on the ground” survey to locate site features and produce two-foot contour mapping.

Client and Contact:

Auburn School Department – c/o Katy Grondin, Superintendent
60 Court Street, Auburn, ME 04210

Mike Claus

From: Deb Briggs <Deb@lowervillagesurveyco.com>
Sent: Wednesday, June 9, 2021 6:56 PM
To: Mike Claus
Cc: Leon@lowervillagesurveyco.com
Subject: Wildes District Road

Hi Mike:

I came up with a rough "ballpark" estimate of \$30,000 to survey the section of Wildes District Road from the Wildes District Fire Station to the Cape Porpoise Fire Station. Several years ago, we did a similar survey of a section of Western Avenue for the Town of Kennebunk, and based on the time we had into that project, I estimated \$3.50 per linear foot of the road corridor. The Wildes District Road section is about 7,000 feet in length, so the cost would calculate to \$24,500 at that rate. The Western Avenue project did not include topo, however, so I added approximately \$5,000 for the topo. If you decide you only need topo in certain sections, we can certainly limit it to wherever you need it. We would do as much of the field work as possible with GPS, so the data, plan, and CAD file will be provided in State Plane Coordinates with elevations tied to either the NAVD 88 datum or the NGVD 29, whichever the Town prefers.

Let me know if you have any questions. Thanks!

Deb

Deborah L. Briggs, P.L.S.
Lower Village Survey Co., LLC
P.O. Box 2625
Kennebunkport, ME 04043
207-967-3545

Mike Claus

From: Dow & Coulombe <dowcoul@gwi.net>
Sent: Wednesday, June 30, 2021 8:25 AM
To: Mike Claus
Subject: RE: Wildes District Road Fire Station to Cape Porpoise Fire Station Road Survey

Mike,

Dow & Coulombe, Inc. proposes the following services:

1. Perform a boundary survey of the right of way lines of Wildes District Road from the fire station at Turbats Creek Road to the Cape Porpoise Fire Station on Main Street based on deed descriptions, recorded plans and physical evidence. The length of right of way to survey is approximately 1.4 miles.
2. Perform a topographic survey of the area located within 35 feet of the travelled way centerline. The shot density will be sufficient to produce a manuscript depicting a one foot contour interval and will include inverts of culverts crossing the road and rim elevations of any structures within the survey area.
3. Perform office calculations, and prepare plans showing the results of our work.

Dow & Coulombe Inc. proposes to perform the above services for a fee of \$33,000.00.

If you have any questions, please make sure to contact us.

Peter

Peter D. Deletetsky, P.L.S.

Dow & Coulombe, Inc.

Land Surveyors & Land Planners Since 1864

13 Park Street
Saco, ME 04072
(207)284-4521
(207)284-4522 fax
dowcoul@gwi.net
www.dowcoulombe.com

From: Mike Claus [mailto:mclaus@kennebunkportme.gov]
Sent: Wednesday, June 30, 2021 7:21 AM
To: Dow & Coulombe <dowcoul@gwi.net>
Subject: Wildes District Road Fire Station to Cape Porpoise Fire Station Road Survey

Peter, have you had a chance to come up with probable estimate of cost for Wildes District Road Fire Station to Cape Porpoise Fire Station Road Survey?



TOWN OF KENNEBUNKPORT, MAINE

– INCORPORATED 1653 –

July 1st, 2021

To: Laurie Smith, Town Manager

From Werner Gilliam, CFM Director of Planning and Development

Re: Short Term Rental Compliance Services

Over the past few years, I have been learning about the Short-Term Rental compliance market. This has included attending trade show demos, educational courses, and diligence with other communities. There are numerous software companies that have entered the market providing compliance tools. Of the ones that I have researched Host Compliance/Granicus has been the premier company that offers not only compliance and monitoring tools, but zoning and staff education as well. They are a well-established international company and are the company that most Maine communities use for compliance and monitoring. As part of my due diligence, I did review and receive 2 quotes from compliance monitoring companies. These numbers did come in well under our estimations that we used for initial budgeting purposes.

- Granicus(Host Compliance) \$22,302.95
- Lodging Revs \$28,200

I have reviewed both services and while they are similar in nature the services offered by Granicus are a bit more comprehensive and the ease of operation for staff appears a bit more intuitive as well, in addition to them being the lower of the two costs. Regardless of the service yearly contract costs will vary from year to year based on the number of short-term rentals that the town had the previous year.

Based on the research, reviews, and pricing I am recommending that we pursue the contract with Granicus in the amount of \$22,302.95 for Short Term Rental Compliance Services.

Sincerely,

Werner Gilliam

Werner Gilliam, CFM
Director of Planning and Development

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



408 Saint Peter Street, Suite 600
Saint Paul, MN 55102
United States

THIS IS NOT AN INVOICE

Order Form
Prepared for
Kennebunkport, ME

Procurement Vehicle: NCPA (01-115) In Support of: Kennebunkport, ME

ORDER DETAILS

Prepared By: Bruce McCaskill
Phone: (415) 707-0568
Email: bruce.mccaskill@granicus.com
Order #: Q-135907
Prepared On: 06/29/2021
Expires On: 09/30/2021

ORDER TERMS

Currency: USD
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Period of Performance: The term of the Agreement will commence on the date this document is signed and will continue for 12 months.

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
Address Identification - Setup and Configuration	Up Front	1 Each	\$0.00
Address Identification - Online Training	Up Front	1 Each	\$0.00
Mobile Permitting & Registration - Setup and Configuration	Up Front	1 Each	\$0.00
Mobile Permitting & Registration - Online Training	Up Front	1 Each	\$0.00
24/7 Hotline - Setup and Configuration	Up Front	1 Each	\$0.00
24/7 Hotline - Online Training	Up Front	1 Each	\$0.00
Compliance Monitoring - Setup and Configuration	Up Front	1 Each	\$0.00
Compliance Monitoring - Online Training	Up Front	1 Each	\$0.00
SUBTOTAL:			\$0.00

New Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Address Identification	Annual	372 Rental Listings	\$10,044.00
Mobile Permitting & Registration	Annual	1 Each	\$5,000.00
24/7 Hotline	Annual	283 Rental Units	\$3,226.20
Compliance Monitoring	Annual	283 Rental Units	\$4,032.75
SUBTOTAL:			\$22,302.95

PRODUCT DESCRIPTIONS

Solution	Description
Address Identification	Service to systematically identify the addresses and owner's contact information for short-term rentals located in a specific local government's jurisdiction. Data provided in the form of a online software platform which makes it easy to access the complete property and owner address information and screenshots for all identifiable short-term rental units.
Address Identification - Setup and Configuration	Setup and configuration of the platform to facilitate the systematic identification of the addresses and owner's contact information for short-term rentals located in a specific local government's jurisdiction.
Address Identification - Online Training	Virtual training session with a Granicus professional services trainer.
Mobile Permitting & Registration	Mobile-enabled online forms and back-end systems for streamlining the registration/licensing/permitting of individual short-term rental hosts and capturing and processing the associated signatures, payments and required documentation
24/7 Hotline	<p>Mobile-enabled online platform for neighbors to report, prove and get instant resolution to non-emergency short-term rental related problems.</p> <p><i>Rental listings are defined as advertisements on short term rental sites (Airbnb, VRBO, etc.)</i></p> <p><i>Rental units and Rental listing quantities reflect a monthly average from the previous 10-12 months based on the availability of data.</i></p>
Compliance Monitoring	Ongoing monitoring of a specific jurisdiction's short-term rentals for compliance with the relevant registration/licensing/permitting requirements. In practice this involves the matching and cross-referencing of Host Compliance's always up-to-date database of actively listed short-term rentals, with the jurisdiction's database of properly registered/licensed/permitted short-term rentals.
Mobile Permitting & Registration - Setup and Configuration	Setup and configuration of mobile-enabled online forms and back-end systems for streamlining the registration/licensing/permitting of individual short-term rental hosts and capturing and processing the associated signatures, payments and required documentation
Mobile Permitting & Registration - Online Training	Virtual training session with a Granicus professional services trainer.

Solution	Description
24/7 Hotline - Setup and Configuration	Setup and configuration of the online platform to enable neighbors to report, prove and get instant resolution to non-emergency short-term rental related problems.
24/7 Hotline - Online Training	Virtual training session with a Granicus professional services trainer.
Compliance Monitoring - Setup and Configuration	Setup and configuration of the system to enable ongoing monitoring of a specific jurisdiction's short-term rentals for compliance with the relevant registration/licensing/permitting requirements.
Compliance Monitoring - Online Training	Virtual training session with a Granicus professional services trainer.

TERMS & CONDITIONS

- The terms and Conditions of the Agreement 01-115 effective December 8th 2020 between Granicus and NCPA govern this Quote and are incorporated herein by reference, including the Master Agreement and all exhibits thereto.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Kennebunkport, ME to provide applicable exemption certificate(s).
- Granicus certifies that it will not sell, retain, use, or disclose any personal information provided by Client for any purpose other than the specific purpose of performing the services outlined within this Agreement.
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- Notwithstanding anything to the contrary, Granicus reserves the right to adjust pricing at any renewal in which the volume has changed from the prior term without regard to the prior term's per-unit pricing.

BILLING INFORMATION

Billing Contact:		Purchase Order Required?	[] - No [] - Yes
Billing Address:		PO Number: <i>If PO required</i>	
Billing Email:		Billing Phone:	

If submitting a Purchase Order, please include the following language:

The pricing, terms, and conditions of quote Q-135907 dated 06/29/2021 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

NCPA (01-115)

Signature:	
Name:	
Title:	
Date:	

LODGINGRevs
CAPTURE EVERY RENTAL

Powered by
MUNIREvs

Kennebunkport, ME Proposal

Short-Term Rental Detection & Compliance Monitoring

- The LODGINGRevs system will discover all available Kennebunkport short-term rental ad listings posted on 30+ RELEVANT sites.
- LODGINGRevs will maintain a Kennebunkport ad listing and property database in our system of all relevant ad and property data that is discovered.
- All aspects of the system and the databases are accessible online by Kennebunkport staff with unlimited licenses.
- The system and our expert review team will analyze all Kennebunkport ad listings, which are not in Kennebunkport's existing database, connect the ad listings to property record data, and determine compliance & permit status.

Registration & Licensing

- Online property owner/manager task portal for new and renewal licensing.
- Permitting process online forms and uploads with user prompts.
- Automated reminder notifications and easily customizable notification templates.
- Custom application approval workflows and interdepartmental collaboration.
- All reporting and permit data can be exported anytime in excel CSV formatting.

Dedicated Hotline

- Support team phone hotline and online bilingual complaint reporting form.
- US-based 24/7 bilingual complaint hotline.
- Code Compliance centralized online complaint database with dashboard.

Additional Included Services

Notifications

- Simple integrated notification system with complete data integration via "smart fields."

Data Reporting

- Extensive reporting and filtering functionality to provide Kennebunkport users with readily available short-term rental owner/manager contact data and compliance status. ALL data belongs to Kennebunkport.

This proposal is confidential and shall not be shared with a third party.

Ongoing Cost	Year 1	Year 2
Short-Term Rental Identification, Monitoring, and Compliance	\$12,600.00	\$6,300.00 <i>(50% Discount on Year 2)</i>
Permitting & Licensing	\$8,400.00	\$8,400.00
24/7 Hotline	\$7,200.00	\$7,200.00

Year 1 Total \$28,200.00

Year 2 Total \$21,900.00
(50% Discount on Compliance)

*****If choosing ONLY Short-Term Rental Identification, Monitoring, and Compliance pricing will reflect our contract minimum of \$10,000/year*****

Additional Workflow Cost: \$2,200/workflow | Additional Tax Form Cost: \$2,250/tax form

This pricing is locked in for 60 days (June 16th, 2021). If contract is executed after June 16th, 2021, the pricing will be reevaluated based on current market conditions at that time. Pricing is based on 400 properties and 600 advertisements.

The above ongoing fees for per property pricing will be locked in for the first two years of the contract. 90 days before the renewal for year three the number of properties will be reviewed with Kennebunkport to determine if there is any price change needed for years three and four of a contract extension.

Monthly billing of annual ongoing fees commence at the lesser of
1) the completion of implementation or 2) 45 days after contract signature date.

*Payment Processing: Jurisdiction contracts directly with gateway and payment processor and fees are approximately ~\$.40 per e-check plus statement & gateway fees of \$20 / month. Credit Card fees are also competitive rates, and we can implement a credit card convenience fee if desired that is automatically collected to offset these fees.



KCI

**EMPOWERING YOUTH VOICES
FOR CLIMATE ACTION**



Who we are...



The time to act is now.

The next decade is key to avoiding an irreversible climate disaster.



We believe youth are key to solving the climate challenge because they influence and foster climate concern among their parents, communities, and decision-makers.



Our goal is to develop a cohesive youth voice that influences decision-makers to embrace climate solutions.

OUR MISSION
EMPOWER YOUTH VOICES
FOR CLIMATE ACTION.



HISTORY

2019 / 2020

KCI was born out of three impassioned educators deciding to tackle Kennebunkport's changing climate head-on, by empowering high school and college-aged youth to action by connecting them to their local landscape. This award-winning, project-based curriculum grew into youth-led conversations with policymakers that in turn created real action, mitigation and change. KCI's goal is to replicate and expand on this success to catalyze climate action with 10 million youth across the U.S. and beyond.

Year 1 organizational highlights include developing a strategic plan with McKinsey & Co., digitizing KCI's flagship curriculum and introducing Learning Lab in order to scale more broadly, implementing pilot programs and hiring KCI's first executive director. More than 10,000 youth were reached through KCI programming!

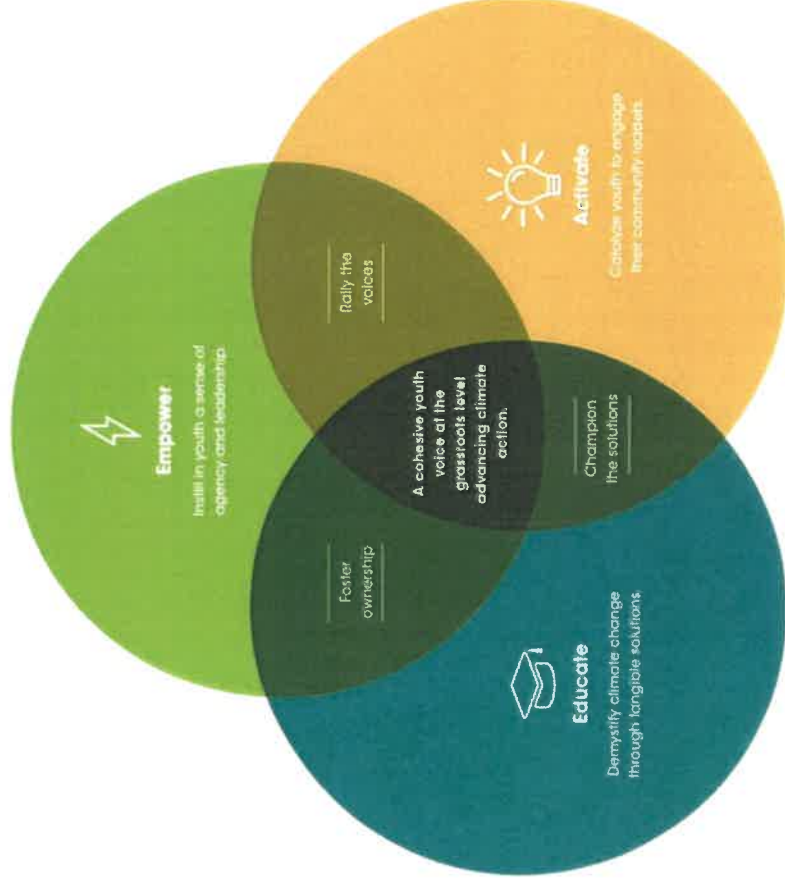
2021

KCI is now a recognized 501(c)(3) organization with a quickly growing team across the country. Program expansion in 2021 includes scaling two core programs across five key markets: Maine, California, Louisiana, Texas and Pennsylvania.



OUR APPROACH

WE AIM TO EDUCATE, EMPOWER, AND ACTIVATE YOUTH.



2021 Core Programs

Learning Lab



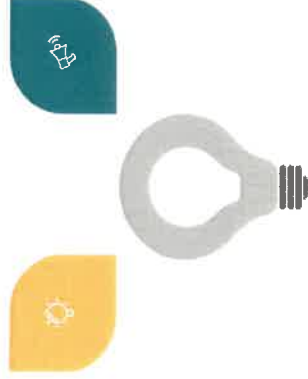
Teacher Resources

Learn the KCI method through our coaching modules to empower your students through community-based learning. We provide you with the background you need, and our support to help you take action.

Student Lab

Join us in and check out our classrooms and videos to learn more about how our climate change activities are implemented in our schools. We'll take action.

[Learn More](#)



Clubs / Coalitions



Online learning tool where high school climate change **Education** becomes interactive, place-based **Youth Action**

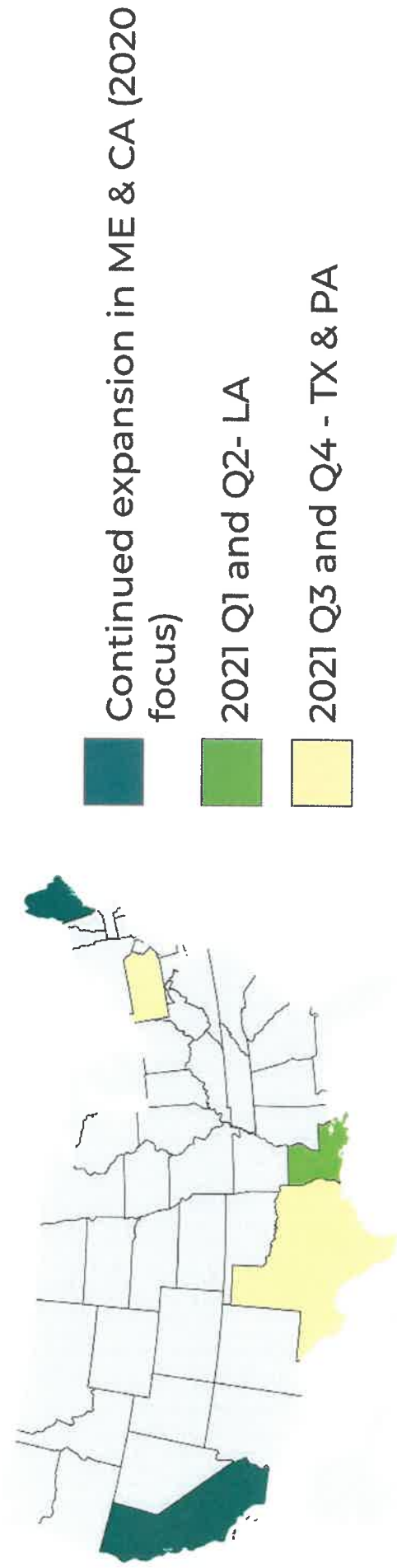
2021 Goal: 500 students across 5 markets taught with Learning Lab, 10,000 student users of Learning Lab Direct.

Where KCI reach turns into **Youth Empowerment** and **Action**

2021 Goal: 10,000 Youth Ambassadors

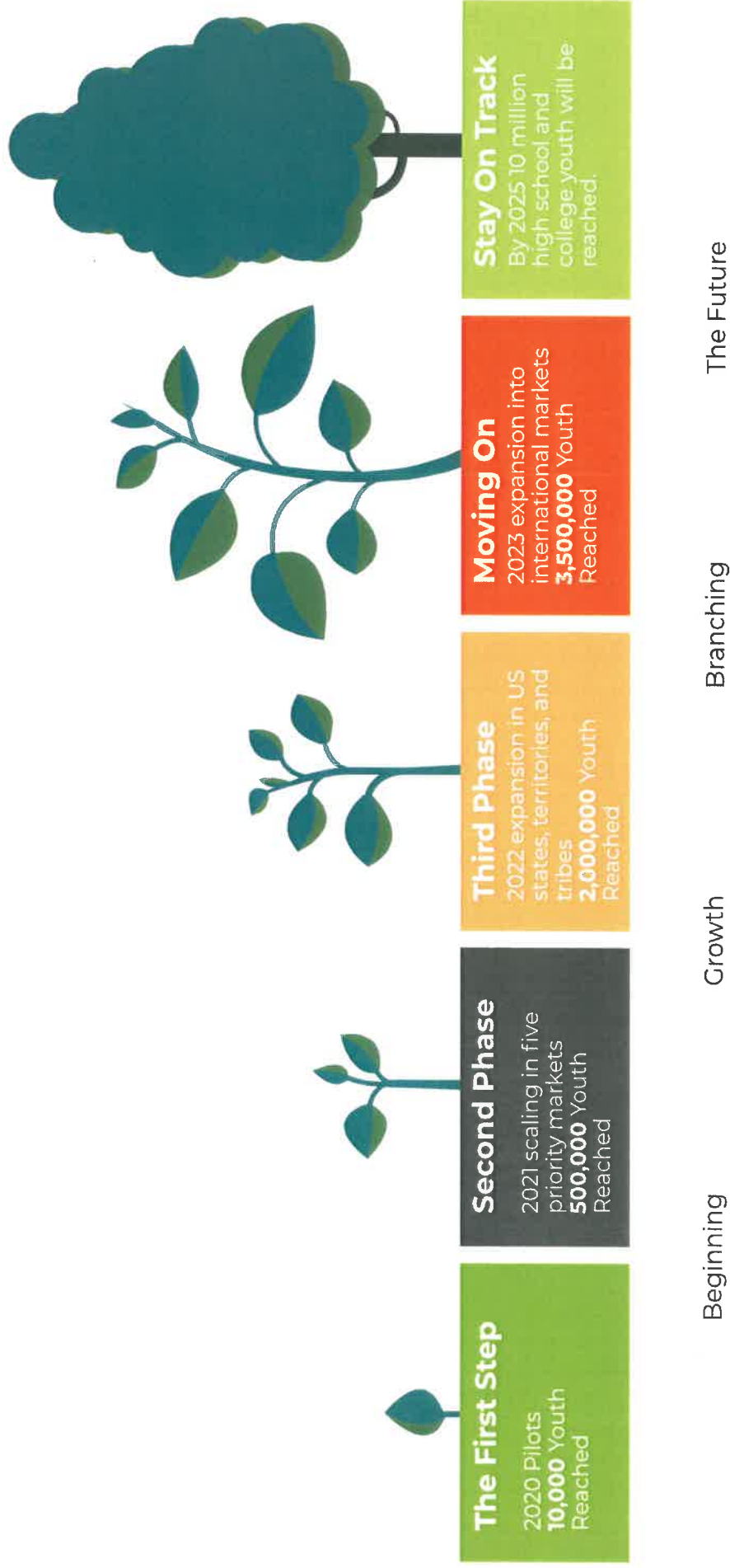


2021 Regional Expansion



While our Learning Labs are deployed in the target regions, virtual learning labs will be provided directly to students nationwide.

KCI's Growth Trajectory



Mission in Action

What do empowered youth voices look like? Meet our KCI Ambassadors!



KCI has given me a platform to create the change I want to see in my community, and given me the confidence to use my voice to empower and activate others."

**AMELIE PANACCIONE
KCI AMBASSADOR**



I know I have an important role to play in saving our planet. I've only recently found a way to get involved, and make an impact. I hope to express to future generations that making an impact is a far less daunting task than I anticipated."

**JACK REETZ
KCI AMBASSADOR**



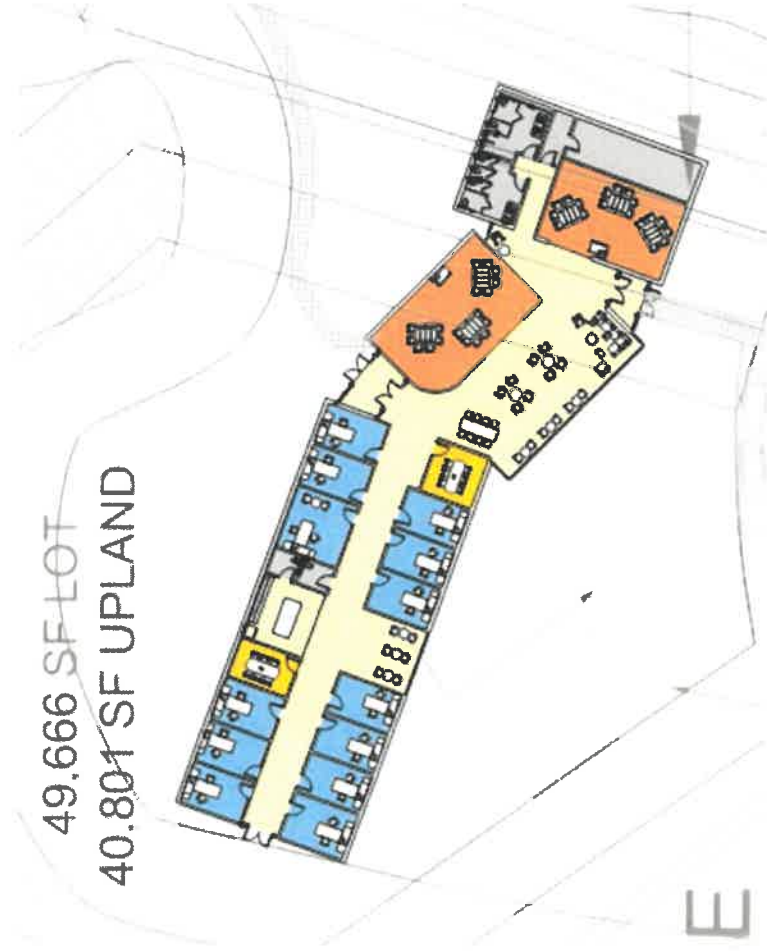
As I dive into being a KCI Ambassador, I want to be part of empowering as many of my peers as I can. Many kids like myself aren't sure what they can do. But there is so much that we have the power to change. As a community, we all have a responsibility to let our policy makers know what we care about."

**SOPHIE FERRICK
KCI AMBASSADOR**

Educating, Empowering, Activating next generation Climate Leaders
What percentage of the 10 million youth reached by 2025 will go on to be future entrepreneurs, policy makers, engineers, and scientists?



Building strong roots in our hometown and searching for a headquarters location...



OUR TEAM



Jono Anzalone
KCI Executive Director



Leia Lowery
Director of Programs & Outreach



Louise Stephens
Director of Strategy



Kristina Madarang Stahl
Director of Development



Meagan Cooper
Director of Communications



Emily Ferrick
Digital Communications
Coordinator



Dave Jourdan
Scientific Advisor



Pooja Tilvawala
Youth Network Strategic
Consultant



Hiromi Mizu
AmeriCorps Member



OUR ADVISORS



Dr. Anne Giblin



Dr. Katharine Hayhoe



Mike Judge



Robert King



Houston Kraft



James Manyika



Veerabhadrian Ramanathan



Francis Rooney



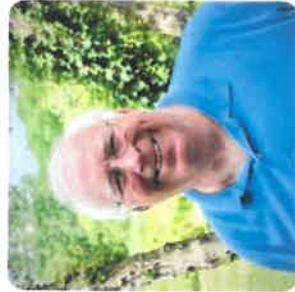
Dr. John D. Sterman

OUR BOARD

**BOARD OF
DIRECTORS**



Jim Bean



Tom Bradbury



Dr. Jennifer Brandon



Kimberly Henderson



Harold Brooks



Dr. Pamela Morgan



Andreata Muforo



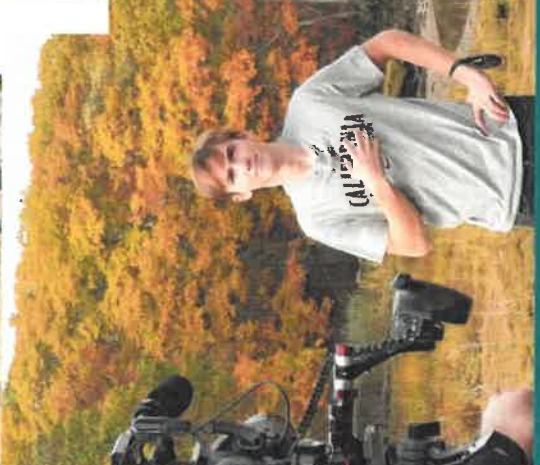
Billy Shore



Amy Tchao



Kathryn Wendell



Thank you.



Goose Rocks Beach Fire Permit

(July 2021)

1. No fires allowed on Goose Rocks Beach without a fire permit. A deposit of \$250 check/money order is required to receive a fire permit. The deposit is refunded if ALL permit conditions are adhered to.
2. Permits are only issued the day of use. Permits will not be issued after 3:00 PM.
3. The applicant must be at least **18 years of age** to obtain a permit.
4. No beach fire permits will be issued on **High Danger Days** in accordance with the town Fire Warden.
5. A maximum of six (6) permits may be issued, on a first-come-first-served basis, on any given day. Three (3) sites are for the general public (see attached map), and three (3) sites are for beach-front property owners for fires on the beach in front of their property.
6. All fires must be confined to a metal container. Fires placed directly on/in the sand is strictly prohibited. The metal container must be carried onto the beach and carried off the beach the same night. There must be a water-filled bucket at the fire site to be used for emergencies or extinguishing.
7. The permit allows for small fires only (under 3 feet in width and height), no large fires.
8. The permitted fire container may not be placed within 20 feet of the Dune grass (where present), or within 100 feet of posted bird nesting sites.
9. The permit holder must always remain at the site of the fire.
10. The permitted beach fires must be **extinguished prior to 10:30 PM**. The permit holder must remain at the fire site until the fire is fully extinguished and the container is removed from the beach.
11. The permit holder will be responsible for removal of the metal fire container – including all ash, embers, and partially burnt wood – as well as any other trash or materials. Dumping/burying on the beach of ash, embers, and/or partially burnt wood is strictly prohibited. No debris shall be left near roadway trash receptacles.
12. Drinking of alcoholic beverages is not allowed at Goose Rocks Beach, with the **exception** that the Beach Ordinance allows for consumption by **signers of the Beach Use Agreement**, and their invitees, within their **25-foot Reserved Area**.
 - a. Allowing, supplying, or providing the location for the consumption of alcohol to anyone under the age of 21 is illegal, except where allowed under Maine State Law.

- b. If #12 is violated in any way, the permit holder may have the permit revoked, be required to immediately extinguish the permitted beach fire, and forfeit their \$250 deposit.
13. During the night of the fire, the permit holder may receive **one warning if a complaint is received** about the activities associated with the permitted beach fire. A second complaint will cause this permit to be immediately revoked and forfeiture of the permit holder's \$250 deposit.
14. **The permit holder is responsible** for the fire if it escapes, and is also liable for suppression costs as well as any damages caused to other property.

By signing below, the applicant is confirming that they have read, understood, and accepted all of the requirements, restrictions, and statements contained within this permit application.

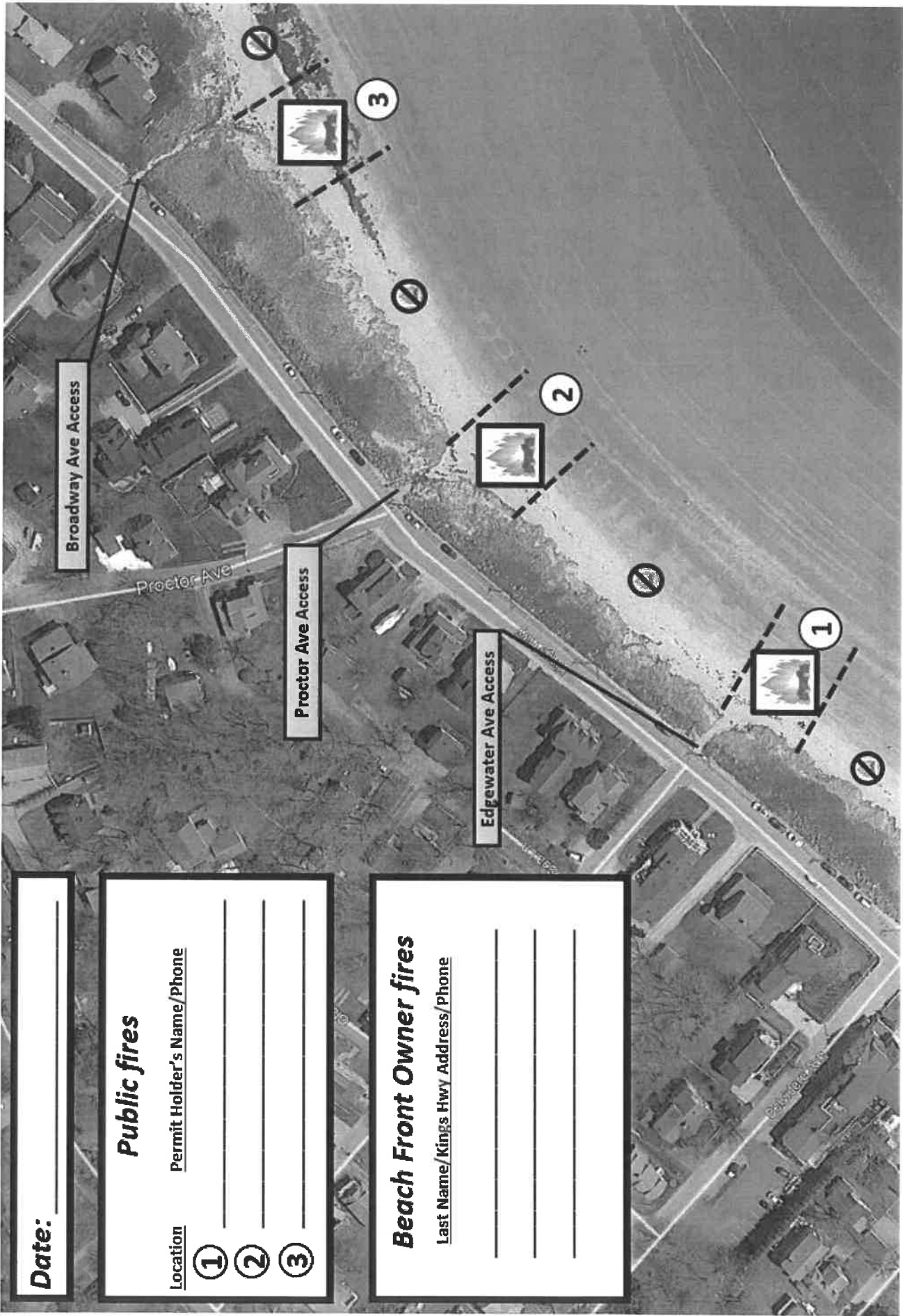
_____/_____
Applicant's Name (please print) Applicant's Driver's License (state/number)

Applicant's Signature Date

Additional Notes:

- It is required to always keep a bucket of water near the fire container. The water provides a safety measure if the fire were to accidentally spread, as well as an excellent means to extinguish the fire and cool the container for removal.
- Please be conscious of changing wind conditions. If there is a sudden increase in wind velocity please take appropriate measures to insure that your fire remains properly contained.
- Extensive noise and/or smoke can be legitimate grounds for complaint. Please be considerate of others.

**Any questions, concerns, or problems please call the Kennebunkport Police
207-967-2700 or 207-967-2454**



Date: _____

Public fires

Location

1 _____

2 _____

3 _____

Permit Holder's Name/Phone

Beach Front Owner fires

Last Name/Kings Hwy Address/Phone

GRB Beach Advisory Committee's Recommendation on Beach Fire Permits

Presented to the Kennebunkport Select Board on
July 8, 2021

Process

- During the summer of 2020, the Town of Kennebunkport stopped issuing beach fire permits for Goose Rocks Beach due to COVID-19 concerns.
 - During the past three weeks the GRB BAC has:
 - Communicated with Town officials (including the Town Manager, Chief of Police, and the Fire Chief),
 - Surveyed beach fire rules at surrounding beaches, and
 - Held a public meeting via Zoom on 29 June focused on beach fires.
- to collect data/input on any issues and concerns associated with restarting the permitting process for open beach fires on Goose Rocks Beach.

Identified Issues

- Several issues/concerns were raised:
 - Amount of ash, embers, burnt wood, and other debris left on, or buried beneath, the beach sand,
 - Extensive amount of smoke from the beach fires blowing down Proctor Avenue and surrounding properties,
 - Vulnerability of dune grasses and other flammable materials to embers and uncontained flames,
 - Lack of a clear statement of the extent of the permit holder's liability if their fire were to spread,
 - Burden on Town Police to monitor the beach fires and to perform next-day inspection of beach fire sites, and
 - Substantial number of fires (~214 in 2019).

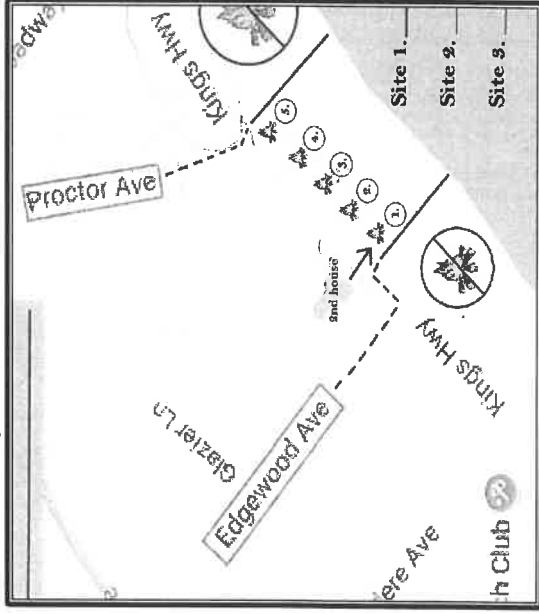
Proposed Solutions

- Issue:
 - Amount of ash, embers, burnt wood, and other debris left on, or buried beneath, the beach sand.
- Recommendations:
 - Require fires to be confined to metal containers, with the requirement that all ash, embers, and unburnt wood must be carried off the beach the same night within the cooled container,
 - Increase the permit holder's security deposit from \$50 to \$250.

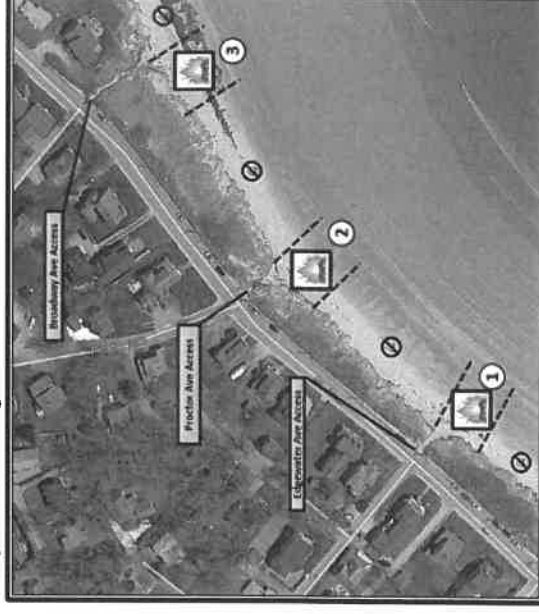
Proposed Solutions

- Issue:
 - Smoke along Proctor Avenue and surrounding areas.
- Recommendation:
 - Reduce number of public permit sites and spread them farther apart.

Current Configuration



Proposed Configuration



Proposed Solutions

- Issue:
 - Potential of fire spreading to the dune grass or other areas.
- Recommendations:
 - Require that the fire be confined to a metal container,
 - Require that the fire not be placed within 20 feet of dune grass or sea wall,
 - Require that the fire not be larger than 3' wide and 3' tall,
 - Require that a bucket of water be kept at the fire site, and
 - Require that the permit holder remain at the fire site at all times.

Proposed Solutions

- Issue:
 - Lack of a permit holder's liability statement.
- Recommendation:
 - Add a statement to the permit application, such as:
 - “The permit holder is responsible for the fire if it escapes and is also liable for suppression costs as well as any damages caused to other property.”
 - The applicant's signature would state their understanding and acceptance of these liabilities.

Proposed Solutions

- Issue:
 - Burden on Town Police to monitor the beach fires and to perform next-day inspection of beach fire sites.
- Recommendation:
 - Assign the responsibility of the next-day inspection of beach fire sites to the GRB Community Safety Officers.

Summary

- The GRB BAC recommends that issuance of beach fire permits be restarted for Goose Rocks Beach, with the addition of the following conditions/statements to the existing application form:
 - A maximum of 6 permits will be issued on a given weather-appropriate day – 3 permits for the public on the east end and 3 permits for beach-front property owners for the beach in front of their property.
 - Fires must be confined within a metal container. The metal container must be carried on and off the beach the same night. Dumping of ashes, embers, or partially burned wood on, or buried within, the beach sand is strictly prohibited.
 - The permit security deposit will be raised from \$50 to \$250.
 - The fire site must be at least 20' from any dune grass and at least 100' from any posted bird nesting site.
 - There must be a water-filled bucket at the fire site to be used for emergencies or extinguishing.
 - The permittee must sign a statement acknowledging that he/she is responsible for any fire spread, including suppression costs and damage to other property.

Remote Board Meetings Now OK'd Permanently

The Legislature has made remote participation in public board meetings permissible on a permanent basis, but only under limited circumstances. PL 2021, c. 290, was enacted as an emergency measure and took effect on June 21, 2021, with the Governor's signature. It adds a new provision (§ 403-B) to Maine's Freedom of Access Act or FOAA (1 M.R.S. §§ 400-414).

Meanwhile, FOAA's temporary provision (§ 403-A) authorizing remote participation in public board meetings during the COVID-19 pandemic remains in effect until July 30, 2021.

Under the new law board members are expected to be physically present for meetings, but may attend board meetings via remote methods of participation in the case of an emergency or urgent issue that requires the board itself to meet remotely, or an illness or temporary absence that causes a board member significant difficulties in traveling to a meeting.

The public must have a meaningful opportunity to attend via remote methods when board members participate via remote methods. If public input is allowed or required at a meeting, an effective means of communication between the board and the public must also be provided. A board must provide a location where members of the public may attend in person. A board may not limit public attendance to remote methods only except in case of an emergency that requires the board itself to meet remotely.

Remote methods include telephonic or video technology allowing simultaneous reception of information and also permits other means necessary to accommodate disabled persons. But remote participation cannot be by text-only means such as e-mail, text messages, or chat functions

To enable remote participation, a board must first, after public notice and hearing, adopt a written policy governing remote participation by board members and the public that contains the limitations noted above.

Notice of all board meetings is required as usual (see § 406). When the public may attend via remote methods, notice must include the means by which the public may access the meeting remotely, and a location for the public to attend in person (except in case of an emergency).

A board must make all documents and materials to be considered by the board available, electronically or otherwise, to the public who attend remotely to the same extent customarily available to the public who attend in person, provided no additional costs are incurred by the board.

All votes during a board meeting using remote methods must be by roll call vote that can be seen and heard if using video technology, or heard if using audio technology only, by other board members and the public. A board member who participates remotely is considered present for purposes of a quorum and voting.

SAMPLE

[This sample policy is provided by MMA Legal Services. It adheres to the requirements of 1 M.R.S. § 403-B, and may be tailored to meet the needs of individual board/committees. We strongly encourage municipalities to consult their municipal attorney prior to enacting any policy.]

REMOTE PARTICIPATION POLICY

(name of body)

Pursuant to 1 M.R.S. § 403-B, and after public notice and hearing, the above-named body adopts the following policy to govern the participation, via remote methods, of members of the body and the public in the public proceedings or meetings of the body.

Members of the body are expected to be physically present for meetings except when not practicable, such as in the case of an emergency or urgent issue that requires the body to meet via remote methods, or an illness or temporary absence of a member that causes significant difficulty traveling to the meeting location. The chair or presiding officer of the body, in consultation with other members if appropriate and possible, will make a determination that remote methods of participation are necessary in as timely a manner as possible under the circumstances. A member who is unable to attend a meeting in person will notify the chair or presiding officer of the body as far in advance as possible.

Remote methods of participation may include telephonic or video technology allowing simultaneous reception of information and may include other means necessary to accommodate disabled persons. Remote participation will not be by text-only means such as e-mail, text messages, or chat functions.

The public will be provided a meaningful opportunity to attend via remote methods when any member of the body participates via remote methods. If public input is allowed or required at the meeting, an effective means of communication between the body and the public will also be provided. The public will also be provided an opportunity to attend the meeting in person unless there is an emergency or urgent issue that requires the entire body to meet using remote methods.

Notice of all meetings will be provided in accordance with 1 M.R.S. § 406 and any applicable charter, ordinance, policy, or bylaw. When the public may attend via remote methods, notice will include the means by which the public may access the meeting remotely and will provide a method for disabled persons to request necessary accommodation to access the meeting. Notice will also identify a location where the public may attend the meeting in person. The body will not restrict public attendance to remote methods except in the case of an emergency or urgent issue that requires the body to meet using remote methods of attendance.

The body will make all documents and materials to be considered by the body available, electronically or otherwise, to the public who attend remotely to the same extent customarily available to the public who attend in person, provided no additional costs are incurred by the body.