



TOWN OF KENNEBUNKPORT, MAINE

- INCORPORATED 1653 -

MAINE'S FINEST RESORT

Board of Selectmen Agenda Village Fire Station – 32 North Street August 13, 2015 – 7 PM

1. Call to Order.
2. Approve the July 23, 2015, selectmen meeting minutes.
3. Recognize Joyce Butler, author of *Kennebunkport: The Evolution of an American Town, Vol. 1, 1603-1923*.
4. Introduce Alison Kenneway, assistant director of public health.
5. 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.).
6. Consider renewal liquor license application submitted by Sarah and Erik Lindblom, DBA Captain Jefferds Inn, 5 Pearl Street.
7. Consider the following ordinance amendments for November 2015 Special Town Meeting.
 - a. Amendments to the Animal Control Ordinance
 - b. Amendments to the Land Use Ordinance regarding roomers.
8. Consider dock application from 21 Lands End Lane, LLC for construction of a 4 ft x 12 ft fixed pier with associated ramp and float located at 21 Shore Farm Lane.
9. Consider committee appointments.
 - a. Growth Planning Committee—Paul Hogan
 - b. Cape Porpoise Pier Advisory Committee—Bob O'Reilly
10. Resolution to amend the 457 plan to permit loans.
11. Authorize the Town Manager to negotiate a contract with Port City Architecture for first design of police station addition renovations.

12. Authorization to proceed with RFQ for construction management services.
13. Accept anonymous donations in the amount of \$515.00 to the Kennebunkport emergency fuel account in memory of Kathy Jones.
 - a. Gift #1 for \$50
 - b. Gift # 2 for \$25
 - c. Gift #3 for \$40
 - d. Gift #4 for \$25
 - e. Gift #5 for \$75
 - f. Gift #6 for \$100
 - g. Gift #7 for \$50
 - h. Gift #8 for \$50
 - i. Gift #9 for \$100
14. Other business.
15. Approve the August 13, 2015, Treasurer's Warrant.
16. Adjournment

**Town of Kennebunkport
Board of Selectmen's Meeting
Village Fire Station-32 North Street
July 23, 2015 – 6:00 PM**

Minutes of the Selectmen Meeting of July 23, 2015

Selectmen present: Stuart E. Barwise, Patrick A. Briggs, Edward W. Hutchins, and Sheila Matthews-Bull

Selectmen absent: Allen A. Daggett

Others present: Barbara Barwise, Doug Butler, Jean Butler, Susan Boak, Michael Claus, David Powell, Werner Gilliam, David James, James McMann, Arlene McMurray, Laurie Smith, and Amy Tchao

1. Call to Order.

Chair Matthews-Bull called the meeting to order at 6:15 PM.

2. Executive session per 1 M.R.S.A. § 405 (6) (E) to discuss Goose Rocks Beach litigation.

Motion by Selectman Barwise, seconded by Selectman Hutchins, to go into executive session per 1 M.R.S.A. § 405 (6) (E) to discuss Goose Rocks Beach litigation. **Vote:** 4-0.

The Board came out of executive session at 7:04 PM. No action was taken.

3. Approve the July 9, 2015, selectmen meeting minutes.

Motion by Selectman Barwise, seconded by Selectman Briggs, to approve the July 9, 2015, selectmen meeting minutes. **Vote:** 3-0-1/Selectman Hutchins abstained because he was not present at that meeting.

Item 6 was addressed next.

6. Consider the following ordinance amendments for November 2015 Special Town Meeting.

a. Amendments to the Animal Control Ordinance

Town Attorney Amy Tchao went over some of the revisions to the Animal Control Ordinance that she incorporated after hearing suggestions from the Goose Rocks Beach Advisory Committee and Town Manager. Her changes: address endangered species; define nesting area; relabeled limited dog access area; relaxed rules outside of nesting season; and in the Dog Rules defined the West End Plover Protection Area (WEPPA). See Exhibit A for all of the changes.

thinks the impact will be as minimal as possible.

Selectman Barwise said the \$7.70 mill rate with the \$63K overlay is a buffer.

Motion by Selectman Briggs, seconded by Selectman Hutchins, to accept the mill rate of \$7.70 with an overlay of \$63K for fiscal year 2016. **Vote:** 4-0.

6. Consider the following ordinance amendments for November 2015 Special Town Meeting.

b. Amendments to the Land Use Ordinance regarding roomers.

Mr. Gilliam said comments and concerns were sent to the Growth Planning Committee for review.

Chair Matthews-Bull said she is not in favor of renting on a transient basis, she prefers three-month rentals to provide housing for the summer workers. She said they need to be careful about opening the door to other problems. Selectman Barwise agreed.

Mr. Gilliam said they will need to use caution in regulating this ordinance.

Jim McMann asked for clarification of roomers. He is curious how it will be enforced since there is a huge gray area.

Selectman Hutchins added there is a real need for affordable housing in Kennebunkport.

Barbara Barwise said Goose Rocks Beach has a large amount of rentals and they need to exercise caution when they regulate this.

Selectman Matthews-Bull commented that many cities and towns are taking on this issue, even Paris and Berlin.

David James said he received a request to ask for at least 30-day rentals and not weekend rentals.

Doug Butler was concerned about transient housing and enforcement of regulations. He would like the Land Use Ordinance to define enforcement.

Susan Boak passed out a Powerpoint presentation to the Board that essentially said:

- By amending the LUO allowing roomers and changing it from a conditional use to a permitted use, abutters will not need to be notified, and the abutters would not be able to provide their input.
- The proposed amendment to the LUO adds three zones: Village Resi-

cling than can be collected on a two-week basis. He volunteered to survey members of the KRA, which has about 200 people/approximately 120 families. He could ask members if they use the Kennebunk recycling center. Also, he said if you put dumpsters around town, you can't control what goes in it.

Jim McMann also said he has never been asked where he was from when he brought his recycling to the Kennebunk recycling center.

Barb Barwise said they did check when she went to the recycling center.

Selectman Briggs said they have a system in town that works, picking up recycling every other week. He suggested that everyone get a third or fourth recycling bin and to use that as a starting point. If that does not work, then they can consider recycling pick up every week.

Motion by Selectman Briggs, seconded by Selectman Barwise, that the Town advise homeowners in Kennebunkport to purchase another bin for recycling and to use the Town's current recycling pick up of every other week. **Vote:** 4-0.

8. Request to waive tent permit fee for Kennebunkport Consolidated PTA Circus Smirkus event.

Motion by Selectman Hutchins, seconded by Selectman Barwise, to approve the waiver for the tent permit fee for the Kennebunkport Consolidated PTA Circus Smirkus event. **Vote:** 4-0.

9. Other business.

a. MMA Annual Election for Vice-President and Executive Committee Members.

Ms. Smith said she was nominated for the position of Vice-President of MMA in 2016. She was the only person nominated. This means she would serve as President in 2017. Three people were also nominated for Directors. The Board supports these nominations.

b. Dock Square Parking Lot Update.

Ms. Smith provided the Board with a spreadsheet of statistics from June 3 to July 16. The parking lot had approximately 14,000 transactions with 51 failed credit card transactions. Sixty people who could not use their credit card were billed and all paid their bills. She thinks having staff at the lot from noon to 5 PM helped with the many people who had difficulty with their credit card. She thanked the staff working at the lot and Police Chief Craig Sanford for their assistance during this transition.

Ms. Smith said Public Works Director Michael Claus was working with the

The Kennebunkport Dog Ordinance adopted at a Special Town Meeting on June 9, 1976 is hereby repealed and replaced with this Animal Control Ordinance

ANIMAL CONTROL ORDINANCE

Section A: Purpose

The purpose of this ordinance is to require that all animals in the Town of Kennebunkport be kept under the control of their owner or keeper at all times so that they will not injure persons or other animals, damage property or create a public safety threat.

The provisions of this ordinance that apply to the owner of an animal apply equally to any person keeping, or having control, custody or possession of that animal.

Section B: Definitions

1. ANIMAL: Every living, sentient creature not a human being.
2. ANIMAL CONTROL: Control of dogs, cats and domesticated or undomesticated animals.
3. ANIMAL CONTROL OFFICER: Any person appointed by the Town of Kennebunkport to enforce animal control laws.
4. ANIMAL SHELTER: A facility that includes a physical structure that provides temporary shelter to stray, abandoned, abused or owner-surrendered animals.
5. AT LARGE: Off the premises of the owner, unleashed and not under the Voice and Sight control of a responsible party.
6. BEACH: The beaches within the Town of Kennebunkport commonly referred to as Goose Rocks Beach, Colony Beach, and Cleaves Cove.
7. DOG: Any of large and varied groups of domesticated animals in the canine family.
8. LEASH: Hand held device, 15 feet or less in length, which can be used to restrain a dog.
9. LIMITED DOG ACCESS AREA: Any beach area on Goose Rocks Beach, Colony Beach or Cleaves Cove, that is designated by the Board of Selectmen for special protection of piping plovers or other endangered species based upon scientific and historical data, where dogs may be either prohibited entirely or permitted only if on-leash based on time of day and/or date, as provided herein or pursuant to rules adopted hereunder.
10. NESTING AREA: Any beach area on Goose Rocks Beach, Colony Beach or Cleaves Cove, that has been roped off, fenced off or otherwise demarcated or posted by governmental officials or their agents to protect the nesting site of a piping plover or of any other endangered species protected under federal or state law.

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11. **OWNER:** Owner or any person or persons, firm, association or corporation owning, keeping or harboring an animal or any person having custody, possession, or control of an animal.

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12. **RESPONSIBLE PARTY:** Any person who has custody, possession or control of a dog, whether or not that person is the Owner.

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Any beach area on Goose Rocks Beach, Colony Beach or Cleaves Cove, that has been roped off, fenced off or otherwise demarcated or posted by governmental officials or their agents to protect the nesting site of a piping plover or of any other endangered species protected under federal or state law.¶

13. **VOICE AND SIGHT CONTROL:** "Voice Control" means that the dog returns immediately to and remains by the side of the responsible party in response to the responsible party's verbal command. "Sight Control" means that dog is always within sight of the responsible party and the dog is capable of complying with Voice Control. If a dog approaches or remains within 10 feet of any person other than the responsible party, that dog is not under voice control and is in violation of this Ordinance unless such person has communicated to the responsible party by spoken word or gesture that such person consents to the presence of the dog. A dog barking repeatedly is not considered under Voice and Sight Control.

Section C: Requirements for Control of Animals

1. **AT LARGE DOGS:** It is unlawful for any dog, licensed or unlicensed, to be at large within the Town of Kennebunkport, except when used for hunting. Dogs shall be considered at large unless leashed or under Voice and Sight Control of a responsible party. A responsible party shall maintain control of their dog(s) at all times, not allow the dog(s) to charge, chase or display aggression towards any person, or disturb or harass any person, other dogs or wildlife. A responsible party shall have a leash in his/her possession for any dog that is off leash. The owner of any dog found at large or otherwise in violation of this section will be subject to the civil penalties provided in the Ordinance and/or Maine State Law, Title 7, Section 3911.
2. **DOGS LEASHED:** A leash shall be used to restrain a dog: (a) if the dog fails to respond to voice commands when off the premises of the owner, (b) when a dog is walking with a responsible party on roads and sidewalks in the Town of Kennebunkport, or (c) if the responsible party is ordered by the Animal Control Officer or a law enforcement officer to leash the dog. The owner of any dog found in violation of this section will be subject to the civil penalties provided in the Ordinance.
3. **IMPOUNDMENT OR RETURN OF AT LARGE DOGS:** All dogs found at large in violation of this Ordinance or Title 7, M.R.S.A., Section 3911 may be impounded at the animal shelter

or returned to the owner, at the discretion of the Animal Control Officer or law enforcement officer.

4. **LICENSES:** No dog shall be kept within the limits of the Town of Kennebunkport unless such dog is licensed by the owner in accordance with Maine State Law.
5. **RABIES TAGS:** Rabies tags obtained from a veterinarian for immunization against rabies must be securely attached to the dog's collar and must be worn by the dog for which the tag was issued except when the dog is hunting, in training or in an exhibition or on the premises of the owner.
6. **CONTROL OF ANIMAL WASTE:** An owner or responsible party must remove and dispose of any feces left by his/her animal on any sidewalk, street, beach, public property or private property (other than the property of the owner of the animal or of a person who has consented to the presence of the animal on his or her property). Deposit of feces left off property of the owner shall be placed in an appropriate litter receptacle.

Section D: Requirements for Dogs on Beaches

1. **AUTHORITY:** The Board of Selectmen shall have the authority to adopt specific rules governing dogs on Goose Rocks Beach, Colony Beach and Cleaves Cove that are more restrictive than the provisions of Section C of this Ordinance and are consistent with the provisions of Section D.2 of this Ordinance. For example, the Board of Selectmen ~~or~~ designee may designate Limited Dog Access Areas on these beaches for special protection for piping plovers or other endangered species based upon scientific and historical data consistent with state and federal laws governing endangered species. For specific rules governing dogs on Goose Rocks Beach, the Board of Selectmen shall have the authority to adopt such rules after consultation with the Goose Rocks Beach Advisory Committee, in accordance with Section IV.D of the Beach Use Ordinance for Goose Rocks Beach.
2. **DOG RESTRICTIONS ON BEACHES:** The following restrictions apply to dogs on the following beaches located within the Town of Kennebunkport: Goose Rocks Beach, Colony Beach and Cleaves Cove.
 - a. An owner or responsible party shall always be required to leash their dog on any of the applicable beaches referenced above when directed to do so by a law enforcement officer or Animal Control officer.
 - b. Pet waste must be picked up immediately and disposed of properly in an appropriate litter receptacle.
 - c. From April 1 to September 30, dog access shall be limited in the Limited Dog Access Areas of each beach as set forth in rules adopted pursuant to this Ordinance.

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d. From April 1 to September 30, no dog shall approach within 200 feet of any Nesting Area.

e. From April 1 to September 30, if under Voice and Sight Control, dogs may be off leash on the beach between 6:00 am and 7:30 am, except to the extent the restrictions in Sections D(2)(c) and/or (d) above may require otherwise.

f. From April 1 to June 14th, dogs must be on leash on the beach at all times other than between 6:00 am and 7:30 am, when they may be off leash if under Voice and Sight Control, except to the extent the restrictions in Sections D(2)(c) and/or (d) above may require otherwise.

g. From June 15 to September 30, dogs are not permitted on the beach between 8:30 am and 6:00 pm. This provision does not apply to use of a service dog by a person with a disability when the dog is required to perform work or tasks directly related to the person's disability. Between 6:00 pm and 6:00 am and between 7:30 am and 8:30 am, dogs are permitted on the beach if on leash, except to the extent the restriction in Section D(2)(d) above may require otherwise. Between 6:00 am and 7:30 am, dogs may be off leash, if under Voice and Sight Control, in accordance with Section D(2)(e) above.

h. From October 1 through March 31, if under Voice and Sight Control, dogs may be off leash on the beach, except between 12:00 pm and 2:00 pm when they must remain on leash.

Section E: Rulemaking Authority governing Other Public Resources

Notwithstanding the general rules found in Section C herein, the Board of Selectmen shall have the authority to adopt specific rules governing dogs on other publicly owned or operated lands located within the Town of Kennebunkport, such as public parks.

Section F: Penalties

- Any person who violates any provision of this Ordinance shall be subject to civil penalties for each violation, as follows:

First violation: not less than \$50.00 and not more than \$100.00, plus costs and reasonable attorneys' fees.

Second violation: not less than \$100.00 and not more than \$250.00, plus costs and reasonable attorneys' fees.

Third and subsequent violations: not less than \$250.00 and not more than \$500.00, plus costs and reasonable attorneys' fees.

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Deleted: <#>Whenever any beach area on Goose Rocks Beach, Colony Beach or Cleaves Cove has been roped off, fenced off or otherwise demarcated or posted by governmental officials or their agents to protect the nesting site of a piping plover or of any other endangered species protected under federal or state law, no dog shall approach within 200 feet of such Protected Area. ¶

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2. Notwithstanding multiple violations of this Ordinance, any person who violates Section C(4) (Licenses), or Section C(5) (Rabies Tags) of this Ordinance shall be subject to a civil penalty of not more than \$100.00 for each offense, consistent with 7 M.R.S.A. §§3918, 3924.
3. All civil penalties collected pursuant to this Ordinance shall be recovered to the use of the Town of Kennebunkport and deposited in the separate account required by 7 M.R.S.A. Section 3945.
4. A person issued a civil violation citation for violating this Ordinance may elect to pay the minimum penalty specified above for each violation alleged in the citation, in lieu of appearing in court to answer the citation. Such payment must be received at the Office of the Town Clerk in the amount specified by the Animal Control Officer by the seventh day prior to the court appearance date specified in the citation. Upon receipt of such payment by the Clerk, the Animal Control Officer or law enforcement officer shall cause the citation to be dismissed. However, the violations alleged in the citation shall be deemed admitted for purposes of assessing any future penalties under this section.
5. Any civil penalty collected for a violation of this Ordinance shall not preclude the Town from imposing or collecting a fine or penalty for a violation of the Barking Dog Ordinance (adopted March 10, 1984).

Section G: Severability Clause

If any part of this Ordinance shall be held invalid, such part shall be deemed severable and the invalidity thereof shall not affect the remaining parts of this ordinance.

DOG RULES ON GOOSE ROCKS BEACH

(Adopted on _____, 2015 by Kennebunkport Board of Selectmen
after Consultation with Goose Rocks Beach Advisory Committee)

Section A: Purpose

These rules are adopted pursuant to Section D.1 of the Animal Control Ordinance, Section IV.D of the Beach Use Ordinance for Goose Rocks Beach and 30-A M.R.S. § 3001. The purpose of these rules is to provide clear expectations pertaining to dogs on Goose Rocks Beach, consistent with the ordinance requirements in the Animal Control Ordinance (amended _____, 2015), in order to protect against harm to endangered species and/or to the public health, safety or welfare.

Section B: Limited Dog Access Areas

The following are designated Limited Dog Access Areas on Goose Rocks Beach:

1. West End Plover Protection Area ("WEPPA"): The West End Plover Protection Area is a Limited Dog Access Area on Goose Rocks Beach that begins at Norwood Avenue and continues westerly to the Batson River.

Section C: Nesting Areas

Specific rules pertaining to Nesting Areas on Goose Rocks Beach are as follows:

1. From April 1 to September 30, no dog shall approach or remain within 200 feet of any clearly marked Nesting Area.
2. The 200-foot buffer area around a designated Nesting Area is limited to beach areas and, specifically excludes back dune areas, lawns or upland properties within 200 feet of these Nesting Areas.
3. From April 1 to September 30, dog owners who live within 200 feet of a Nesting Area or who take their dog within 200 feet of a Nesting Area at times when these rules allow dogs on the beach must leash their dog and attempt to access the beach as far away as possible from the Nesting Area.

Section C: Rules

The following rules apply to dogs on Goose Rocks Beach:

1. From April 1 to September 30, dogs may not be off leash within WEPPA at any time.
2. From June 15 to September 30, dogs are not permitted on the beach (including within WEPPA) between 8:30 am and 6:00 pm.
3. All other provisions and restrictions in Section D.2 of the Animal Control Ordinance shall apply and are unaffected by these rules.

Deleted: Protected Areas.
For purposes of these rules, a Protected Area is defined as any beach area on Goose Rocks Beach that has been roped off, fenced off or otherwise demarcated or posted by governmental officials or their agents to protect the nesting site of a piping plover or of any other endangered species protected under federal or state law.

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West End Plover Protection Area ("WEPPA"): The West End Plover Protection Area is a Restricted Area on Goose Rocks Beach that begins at Norwood Avenue and continues westerly to the Batson River. Restriction – Dogs allowed on leash only during times when dogs are otherwise allowed on the beach by Ordinance. Notwithstanding Section D.2.e of the Animal Control Ordinance which permits dogs to be off-leash on the beach in certain circumstances, dogs may not be off leash within WEPPA at any time.

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are designated Restricted Areas on Goose Rocks Beach and the rules and restrictions applying thereto:

West End Plover Protection Area ("WEPPA"): The West End Plover Protection Area is a Restricted Area on Goose Rocks Beach that begins at Norwood Avenue and continues westerly to the Batson River. **Restriction – Dogs allowed on leash only during times when dogs are otherwise allowed on the beach by Ordinance.**

Notwithstanding Section D.2.e of the Animal Control Ordinance which permits dogs to be off-leash on the beach in certain circumstances, dogs may not be off leash within WEPPA at any time from April 1 to September 30.

All other restrictions in Section D.2 of the Animal Control Ordinance apply and are unaffected by these rules.

6

Captain Jeffords Inn

This application has been reviewed and approved by the following Municipal Officials,
whose signatures are on file with the Town Clerk:

✓

Police Chief

✓

Fire Inspector

✓

Code Enforcement Officer

Becky J. J. J.

Deputy
Town Clerk

6

BUREAU OF ALCOHOLIC BEVERAGES
DIVISION OF LIQUOR LICENSING & ENFORCEMENT
8 STATE HOUSE STATION
AUGUSTA, ME 04333-0008



Promise by any person that he or she can expedite a liquor license through influence should be completely disregarded.

To avoid possible financial loss an applicant, or prospective applicant, should consult with the Division before making any substantial investment in an establishment that now is, or may be, attended by a liquor license.

DEPARTMENT USE ONLY

LICENSE NUMBER:

CLASS:

DEPOSIT DATE

AMT. DEPOSITED:

BY:

CK/MO/CASH:

PRESENT LICENSE EXPIRES 08/02/2015

INDICATE TYPE OF PRIVILEGE: ☐ MALT ☐ SPIRITUOUS ☒ VINOUS

INDICATE TYPE OF LICENSE:

☐ RESTAURANT (Class I,II,III,IV)

☐ HOTEL-OPTINONAL FOOD (Class I-A)

☐ CLASS A LOUNGE (Class X)

☐ CLUB (Class V)

☐ TAVERN (Class IV)

☐ RESTAURANT/LOUNGE (Class XI)

☒ HOTEL (Class I,II,III,IV)

☐ CLUB-ON PREMISE CATERING (Class I)

☐ GOLF CLUB (Class I,II,III,IV)

☐ OTHER: _____

REFER TO PAGE 3 FOR FEE SCHEDULE

ALL QUESTIONS MUST BE ANSWERED IN FULL

1. APPLICANT(S) -(Sole Proprietor, Corporation, Limited Liability Co., etc.)			2. Business Name (D/B/A)		
Sarah M. Lindblom			Captain Jefferds Inn		
DOB: 04/07/1948					
Erik A. Lindblom					
DOB: 02/24/1943					
DOB:			Location (Street Address)		
			5 Pearl Street		
Address			City/Town	State	Zip Code
7 Fisher's Lane			Kennebunkport	Maine	04046
			Mailing Address		
			P.O. Box 691		
City/Town	State	Zip Code	City/Town	State	Zip Code
Kennebunkport	Maine	04046	Kennebunkport	Maine	04046
Telephone Number		Fax Number	Business Telephone Number		Fax Number
207 967-2311			207 967-2311		
Federal I.D. # 20-2464815			Seller Certificate # 1082845		

3. If premises is a hotel, indicate number of rooms available for transient guests: 16

4. State amount of gross income from period of last license: ROOMS \$ 750,000 FOOD \$ 1,900 LIQUOR \$ 5,500

5. Is applicant a corporation, limited liability company or limited partnership? YES ☒ NO ☐

6. Do you permit dancing or entertainment on the licensed premises? YES ☐ NO ☒

7. If manager is to be employed, give name: N/A

8. If business is NEW or under new ownership, indicate starting date: N/A

Requested inspection date: _____ Business hours: _____

9. Business records are located at: 5 Pearl Street Kennebunkport, ME 04046

10. Is/are applicant(s) citizens of the United States? YES ☒ NO ☐

11. Is/are applicant(s) residents of the State of Maine? YES ☒ NO ☐

12. List name, date of birth, and place of birth for all applicants, managers, and bar managers. Give maiden name, if married:
Use a separate sheet of paper if necessary.

Name in Full (Print Clearly)	DOB	Place of Birth
Sarah M. Lindblom (Judd)	04/07/1948	Danbury, CT
Erik A. Lindblom	02/24/1943	Norwalk, CT

Residence address on all of the above for previous 5 years (Limit answer to city & state)
Kennebunkport, Maine

13. Has/have applicant(s) or manager ever been convicted of any violation of the law, other than minor traffic violations, of any State of the United States? YES ☐ NO ☒

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

14. Will any law enforcement official benefit financially either directly or indirectly in your license, if issued?
Yes ☐ No ☒ If Yes, give name: _____

15. Has/have applicant(s) formerly held a Maine liquor license? YES ☒ NO ☐

16. Does/do applicant(s) own the premises? Yes ☒ No ☐ If No give name and address of owner: _____

17. Describe in detail the premises to be licensed: (Supplemental Diagram Required) Bed and Breakfast

18. Does/do applicant(s) have all the necessary permits required by the State Department of Human Services?
YES ☒ NO ☐ Applied for: _____

19. What is the distance from the premises to the NEAREST school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel? 0.2 miles Which of the above is nearest? Church

20. Have you received any assistance financially or otherwise (including any mortgages) from any source other than yourself in the establishment of your business? YES ☒ NO ☐

If YES, give details: Mortgage held by Kennebunk Savings Bank

The Division of Liquor Licensing & Inspection is hereby authorized to obtain and examine all books, records and tax returns pertaining to the business, for which this liquor license is requested, and also such books, records and returns during the year in which any liquor license is in effect.

NOTE: "I understand that false statements made on this form are punishable by law. Knowingly supplying false information on this form is a Class D offense under the Criminal Code, punishable by confinement of up to one year or by monetary fine of up to \$2,000 or both."

Dated at: Kennebunkport on July 21, 20 15

Town/City, State

Date

Please sign in blue ink

Signature of Applicant or Corporate Officer(s)

Signature of Applicant or Corporate Officer(s)

Print Name

Print Name

NOTICE – SPECIAL ATTENTION

All applications for NEW or RENEWAL liquor licenses must contact their Municipal Officials or the County Commissioners in unincorporated places for approval of their application for liquor licenses prior to submitting them to the bureau.

THIS APPROVAL EXPIRES IN 60 DAYS.**FEE SCHEDULE**

Class I	Spirituos, Vinous and Malt	\$ 900.00
	CLASS I: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Vessels; Qualified Caterers; OTB.	
Class I-A	Spirituos, Vinous and Malt, Optional Food (Hotels Only)	\$1,100.00
	CLASS I-A: Hotels only that do not serve three meals a day.	
Class II	Spirituos Only	\$ 550.00
	CLASS II: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; and Vessels.	
Class III	Vinous Only	\$ 220.00
	CLASS III: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.	
Class IV	Malt Liquor Only	\$ 220.00
	CLASS IV: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Taverns; Pool Halls; and Bed and Breakfasts.	
Class V	Spirituos, Vinous and Malt (Clubs without Catering, Bed & Breakfasts)	\$ 495.00
	CLASS V: Clubs without catering privileges.	
Class X	Spirituos, Vinous and Malt – Class A Lounge	\$2,200.00
	CLASS X: Class A Lounge	
Class XI	Spirituos, Vinous and Malt – Restaurant Lounge	\$1,500.00
	CLASS XI: Restaurant/Lounge; and OTB.	
FILING FEE	\$ 10.00

UNORGANIZED TERRITORIES \$10.00 filing fee shall be paid directly to County Treasurer. All applicants in unorganized territories shall submit along with their application evidence of payment to the County Treasurer.

All fees must accompany application, made payable to the **Treasurer of Maine**. This application must be completed and mail to Bureau of Alcoholic Beverages and Lottery Operations, Division of Liquor Licensing and Enforcement, 8 State House Station, Augusta ME 04333-0008. Payments by check subject to penalty provided by Title 28A, MRS, Section 3-B.



State of Maine
Bureau of Alcoholic Beverages
Division of Liquor Licensing and Enforcement

**Supplemental Information Required for
Business Entities Who Are Licensees**

For Office Use Only:

License #: _____

Date Filed: _____

For information required for Questions 1 to 4, this information is on file with the Maine Secretary of State's office and must match their record information. Please clearly complete this form in its entirety.

1. Exact legal name:

Captain Jefferds Inn, LLC

2. Other business name for your entity (DBA), if any:

Captain Jefferds Inn

3. Date of filing with the Secretary of State: 04/25/2005

4. State in which you are formed: Maine

5. If not a Maine business entity, date on which you were authorized to transact business in the State of Maine: _____

6. List the name and addresses for previous 5 years, birth dates, titles of officers, directors and list the percentage ownership: (attached additional sheets as needed)

Name	Address for Previous 5 years	Date of Birth	Ownership %
Sarah M Lindblom - owner	Kennebunkport	04/07/1948	
Erik A. Lindblom - owner	Kennebunkport	02/24/1943	

7. Is any principal person involved with the entity a law enforcement official?

Yes

☐

No

☒

8. If Yes to Question 7, please provide the name and law enforcement agency:

Name: _____ Agency: _____

9. Has any principal person involved in the entity ever been convicted of any violation of the law, other than minor traffic violations, in the United States?

Yes ☐ No ☒

10. If Yes to Question 9, please complete the following: (attached additional sheets as needed)

Name: _____

Date of Conviction: _____

Offense: _____

Location of Conviction: _____

Disposition: _____

Signature:


Signature of Duly Authorized Person

Date

07/21/2015


Print Name of Duly Authorized Person

If you have questions regarding the legal name or assumed (DBA) name on file with the Secretary of State's office, please call (207) 624-7752. The SOS can only speak to the information on file with their office, not the filing of this supplemental information – please direct any questions about this form to our office at the number below.

Submit Completed Forms To:

Bureau of Alcoholic Beverages and Lottery
Operations Division of Liquor Licensing Enforcement
8 State House Station Augusta, Me 04333-0008
Telephone Inquiries: (207) 624-7220
Fax: (207) 287-3434
Email Inquiries: MaineLiquor@Maine.gov

**MAINE DEPT OF
PUBLIC SAFETY**

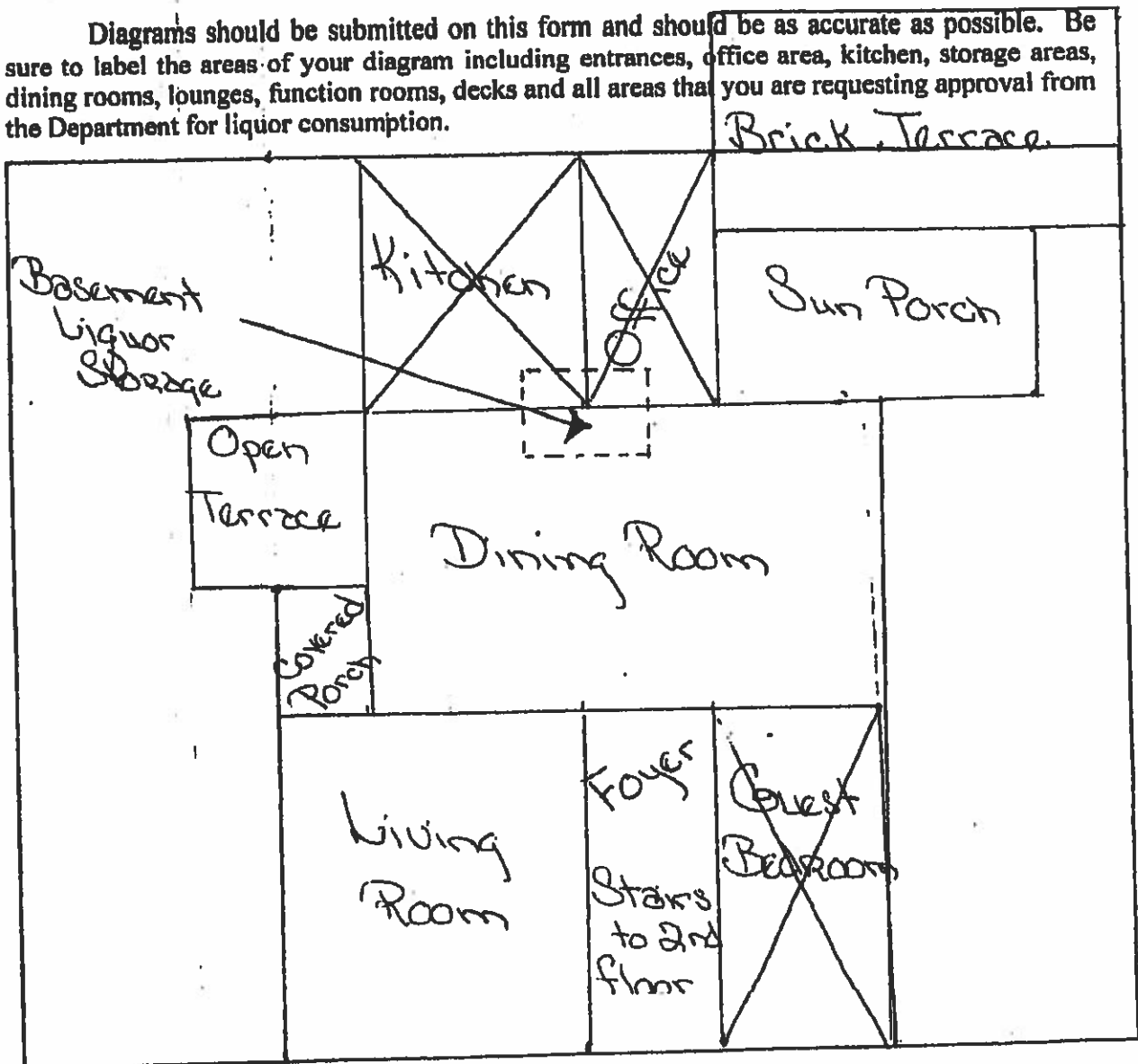
STATE OF MAINE
Liquor Licensing & Inspection Division
164 State House Station
Augusta ME 04333-0164
Tel: (207) 624-7220 Fax: (207) 287-3424



**SUPPLEMENTAL APPLICATION FORM
ON-PREMISE DIAGRAM**

In an effort to clearly define your license premise and the areas that consumption and storage of liquor is allowed, The Liquor Licensing & Inspection Division is requiring all applicants to submit a diagram of the premise to be licensed in addition to a completed license application.

Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the areas of your diagram including entrances, office area, kitchen, storage areas, dining rooms, lounges, function rooms, decks and all areas that you are requesting approval from the Department for liquor consumption.



STATE OF MAINE

Dated at: Kennebunkport, Maine York SS
City/Town (County)

On: August 13, 2015
Date

The undersigned being: ☒ Municipal Officers ☐ County Commissioners of the
☐ City ☒ Town ☐ Plantation ☐ Unincorporated Place of: Kennebunkport, Maine

Hereby certify that we have given public notice on this application and held public hearing thereon as required by Section 653 Title 28A, Maine Revised Statutes and hereby approve said application.

THIS APPROVAL EXPIRES IN 60 DAYS

NOTICE – SPECIAL ATTENTION

§ 653. Hearings; bureau review; appeal

1. **Hearing.** The municipal officers or, in the case of unincorporated places, the county commissioners of the county in which the unincorporated place located, shall hold a public hearing for the consideration of applications for new on-premise licenses and applications for transfer of location of existing on-premise licenses. The municipal officers or county commissioners may hold a public hearing for the consideration of requests for renewal of licenses, except that when an applicant has held a license for the prior 5 years and a complaint has not been filed against the applicant within that time, the applicant may request a waiver of the hearing.
 - A. The bureau shall prepare and supply application forms. [1993, c.730, §27(amd).]
 - B. The municipal officers or the county commissioners, as the case may be, shall provide public notice of any hearing held under this section by causing a notice, at the applicant's prepaid expense, stating the name and place of hearing, to appear on at least 3 consecutive days before the date of hearing in a daily newspaper having general circulation in the municipality where the premises are located or one week before the date of the hearing in a weekly newspaper having general circulation in the municipality where the premises are located. [1995, c.140, §4 (amd).]
 - C. If the municipal officers or the county commissioners, as the case may be, fail to take final action on an application for a new on-premise license, for transfer of the location of an existing on-premise license or for renewal of an on-premise license within 60 days of the filing of the application, the application is deemed approved and ready for action by the bureau. For purposes of this paragraph, the date of filing of the application is the date the application is received by the municipal officers or county commissioners. This paragraph applies to all applications pending before municipal officers or county commissioners as of the effective date of this paragraph as well as all applications filed on or after the effective date of this paragraph. This paragraph applies to an existing on-premise license that has been extended pending renewal. The municipal officers or the county commissioners shall take final action on an on-premise license that has been extended pending renewal within 120 days of the filing of the application. [1999, c.589, §1 (amd).]
 2. **Findings.** In granting or denying an application, the municipal officers or the county commissioners shall indicate the reasons for their decision and provide a copy to the applicant. A license may be denied on one or more of the following grounds:
 - A. Conviction of the applicant of any Class A, Class B or Class C crime: [1987, c.45, Pt.A §4 (new).]
 - B. Noncompliance of the licensed premises or its use with any local zoning ordinance or other land use ordinance not directly related to liquor control; [1987, c.45, Pt.A §4 (new).]
 - C. Conditions of record such as waste disposal violations, health or safety violation or repeated parking or traffic violations on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises or other such conditions caused by persons patronizing or employed by the licensed premises that unreasonably disturb, interfere with or affect the ability of persons or businesses residing or located in the vicinity of the licensed premises to use their property in a reasonable manner; [1993, c.730, §27 (amd).]
 - D. Repeated incidents of record of breaches of the peace, disorderly conduct, vandalism or other violations of law on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises; [1989, c.592, §3 (amd).]
 - E. A violation of any provision of this Title; and [1989, c.592, §3 (amd).]
 - F. A determination by the municipal officers or county commissioners that the purpose of the application is to circumvent the provisions of section 601. [1989, c.592, §4 (new).]
- [1993, c.730, §27 (amd).]
3. **Appeal to bureau.** Any applicant aggrieved by the decision of the municipal officers or county commissioners under this section may appeal to the bureau within 15 days of the receipt of the written decision of the municipal officers or county commissioners. The bureau shall hold a public hearing in the city, town or unincorporated place where the premises are situated. In acting on such an appeal, the bureau may consider all licensure requirements and findings referred to in subsection 2.
 - A. [1993, c.730, §27 (rp).]
 4. **No license to person who moved to obtain a license. (REPEALED)**
 5. **(TEXT EFFECTIVE 3/15/01) Appeal to District Court.** Any person or governmental entity aggrieved by a bureau decision under this section may appeal the decision to the District Court within 30 days of receipt of the written decision of the bureau.
- An applicant who files an appeal or who has an appeal pending shall pay the annual license fee the applicant would otherwise pay. Upon resolution of an appeal, if an applicant's license renewal is denied, the bureau shall refund the applicant the prorated amount of the unused license fee.

The Kennebunkport Dog Ordinance adopted at a Special Town Meeting on June 9, 1976 is hereby repealed and replaced with this Animal Control Ordinance

ANIMAL CONTROL ORDINANCE

Section A: Purpose

The purpose of this ordinance is to require that all animals in the Town of Kennebunkport be kept under the control of their owner or keeper at all times so that they will not injure persons or other animals, damage property or create a public safety threat.

The provisions of this ordinance that apply to the owner of an animal apply equally to any person keeping, or having control, custody or possession of that animal.

Section B: Definitions

1. ANIMAL: Every living, sentient creature not a human being.
2. ANIMAL CONTROL: Control of dogs, cats and domesticated or undomesticated animals.
3. ANIMAL CONTROL OFFICER: Any person appointed by the Town of Kennebunkport to enforce animal control laws.
4. ANIMAL SHELTER: A facility that includes a physical structure that provides temporary shelter to stray, abandoned, abused or owner-surrendered animals.
5. AT LARGE: Off the premises of the owner, unleashed and not under the Voice and Sight control of a responsible party.
6. BEACH: The beaches within the Town of Kennebunkport commonly referred to as Goose Rocks Beach, Colony Beach, and Cleaves Cove.
7. DOG: Any of large and varied groups of domesticated animals in the canine family.
8. LEASH: Hand held device, 15 feet or less in length, which can be used to restrain a dog.
9. LIMITED DOG ACCESS AREA: Any beach area on Goose Rocks Beach, Colony Beach or Cleaves Cove, that is designated by the Board of Selectmen or designee for special protection of piping plovers or other endangered species based upon scientific and historical data, where dogs may be either prohibited entirely or permitted only if on-leash based on time of day and/or date, as provided herein or pursuant to rules adopted hereunder.
10. NESTING AREA: Any beach area on Goose Rocks Beach, Colony Beach or Cleaves Cove, that has been roped off, fenced off or otherwise demarcated or posted by governmental

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officials or their agents to protect the nesting site of a piping plover or of any other endangered species protected under federal or state law.

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11. OWNER: Owner or any person or persons, firm, association or corporation owning, keeping or harboring an animal or any person having custody, possession, or control of an animal.

12. RESPONSIBLE PARTY: Any person who has custody, possession or control of a dog, whether or not that person is the Owner.

13. VOICE AND SIGHT CONTROL: "Voice Control" means that the dog returns immediately to and remains by the side of the responsible party in response to the responsible party's verbal command. "Sight Control" means that dog is always within sight of the responsible party and the dog is capable of complying with Voice Control. If a dog approaches or remains within 10 feet of any person other than the responsible party, that dog is not under voice control and is in violation of this Ordinance unless such person has communicated to the responsible party by spoken word or gesture that such person consents to the presence of the dog. A dog barking repeatedly is not considered under Voice and Sight Control.

Deleted: <#>PROTECTED AREA:
Any beach area on Goose Rocks
Beach, Colony Beach or Cleaves
Cove, that has been roped off,
fenced off or otherwise demarcated
or posted by governmental officials
or their agents to protect the
nesting site of a piping plover or of
any other endangered species
protected under federal or state
law.¶

Section C: Requirements for Control of Animals

1. AT LARGE DOGS: It is unlawful for any dog, licensed or unlicensed, to be at large within the Town of Kennebunkport, except when used for hunting. Dogs shall be considered at large unless leashed or under Voice and Sight Control of a responsible party. A responsible party shall maintain control of their dog(s) at all times, not allow the dog(s) to charge, chase or display aggression towards any person, or disturb or harass any person, other dogs or wildlife. A responsible party shall have a leash in his/her possession for any dog that is off leash. The owner of any dog found at large or otherwise in violation of this section will be subject to the civil penalties provided in the Ordinance and/or Maine State Law, Title 7, Section 3911.
2. DOGS LEASHED: A leash shall be used to restrain a dog: (a) if the dog fails to respond to voice commands when off the premises of the owner, (b) when a dog is walking with a responsible party on roads and sidewalks in the Town of Kennebunkport, or (c) if the responsible party is ordered by the Animal Control Officer or a law enforcement officer to leash the dog. The owner of any dog found in violation of this section will be subject to the civil penalties provided in the Ordinance.

3. **IMPOUNDMENT OR RETURN OF AT LARGE DOGS:** All dogs found at large in violation of this Ordinance or Title 7, M.R.S.A., Section 3911 may be impounded at the animal shelter or returned to the owner, at the discretion of the Animal Control Officer or law enforcement officer.
4. **LICENSES:** No dog shall be kept within the limits of the Town of Kennebunkport unless such dog is licensed by the owner in accordance with Maine State Law.
5. **RABIES TAGS:** Rabies tags obtained from a veterinarian for immunization against rabies must be securely attached to the dog's collar and must be worn by the dog for which the tag was issued except when the dog is hunting, in training or in an exhibition or on the premises of the owner.
6. **CONTROL OF ANIMAL WASTE:** An owner or responsible party must remove and dispose of any feces left by his/her animal on any sidewalk, street, beach, public property or private property (other than the property of the owner of the animal or of a person who has consented to the presence of the animal on his or her property). Deposit of feces left off property of the owner shall be placed in an appropriate litter receptacle.

Section D: Requirements for Dogs on Beaches

1. **AUTHORITY:** The Board of Selectmen shall have the authority to adopt specific rules governing dogs on Goose Rocks Beach, Colony Beach and Cleaves Cove that are more restrictive than the provisions of Section C of this Ordinance and are consistent with the provisions of Section D.2 of this Ordinance. For example, the Board of Selectmen or designee may designate Limited Dog Access Areas on these beaches for special protection for piping plovers or other endangered species based upon scientific and historical data consistent with state and federal laws governing endangered species. For specific rules governing dogs on Goose Rocks Beach, the Board of Selectmen shall have the authority to adopt such rules after consultation with the Goose Rocks Beach Advisory Committee, in accordance with Section IV.D of the Beach Use Ordinance for Goose Rocks Beach.
2. **DOG RESTRICTIONS ON BEACHES:** The following restrictions apply to dogs on the following beaches located within the Town of Kennebunkport: Goose Rocks Beach, Colony Beach and Cleaves Cove.
 - a. An owner or responsible party shall always be required to leash their dog on any of the applicable beaches referenced above when directed to do so by a law enforcement officer or Animal Control officer.
 - b. Pet waste must be picked up immediately and disposed of properly in an appropriate litter receptacle.

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c. From April 1 to September 30, dog access shall be limited in the Limited Dog Access Areas of each beach as set forth in rules adopted pursuant to this Ordinance.

d. From April 1 to September 30, no dog shall approach within 200 feet of any Nesting Area, except that back dune areas, lawns, or upland properties within 200 feet of a Nesting Area are excluded from this requirement.

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Deleted: <#>From April 1 to September 30, dogs shall be restricted in the Restricted Areas of each beach as set forth in rules adopted in accordance with Section D.1 above. ¶

e. From April 1 to September 30, if under Voice and Sight Control, dogs may be off leash on the beach between 6:00 am and 7:30 am, except to the extent the restrictions in Sections D(2)(c) and/or (d) above may require otherwise.

f. From April 1 to June 14th, dogs must be on leash on the beach at all times other than between 6:00 am and 7:30 am, when they may be off leash if under Voice and Sight Control, except to the extent the restrictions in Sections D(2)(c) and/or (d) above may require otherwise.

Deleted: <#>Whenever any beach area on Goose Rocks Beach, Colony Beach or Cleaves Cove has been roped off, fenced off or otherwise demarcated or posted by governmental officials or their agents to protect the nesting site of a piping plover or of any other endangered species protected under federal or state law, no dog shall approach within 200 feet of such Protected Area. ¶

g. From June 15 to September 30, dogs are not permitted on the beach between 8:30 am and 6:00 pm. This provision does not apply to use of a service dog by a person with a disability when the dog is required to perform work or tasks directly related to the person's disability. Between 6:00 pm and 6:00 am and between 7:30 am and 8:30 am, dogs are permitted on the beach if on leash, except to the extent the restriction in Section D(2)(d) above may require otherwise. Between 6:00 am and 7:30 am, dogs may be off leash, if under Voice and Sight Control, in accordance with Section D(2)(e) above.

Deleted: (a), (c)

Deleted: September 30

Deleted: and 8:30 am, and after 6:00 pm

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Deleted: , and except to the extent the restrictions in Sections D(2)(a), (c) and (d) above may require otherwise

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h. From October 1 through March 31, if under Voice and Sight Control, dogs may be off leash on the beach, except between 12:00 pm and 2:00 pm when they must remain on leash.

Section E: Rulemaking Authority governing Other Public Resources

Notwithstanding the general rules found in Section C herein, the Board of Selectmen shall have the authority to adopt specific rules governing dogs on other publicly owned or operated lands located within the Town of Kennebunkport, such as public parks.

Section F: Penalties

1. Any person who violates any provision of this Ordinance shall be subject to civil penalties for each violation, as follows:

First violation: not less than \$50.00 and not more than \$100.00, plus costs and reasonable attorneys' fees.

Second violation: not less than \$100.00 and not more than \$250.00, plus costs and reasonable attorneys' fees.

Third and subsequent violations: not less than \$250.00 and not more than \$500.00, plus costs and reasonable attorneys' fees.

2. Notwithstanding multiple violations of this Ordinance, any person who violates Section C(4) (Licenses), or Section C(5) (Rabies Tags) of this Ordinance shall be subject to a civil penalty of not more than \$100.00 for each offense, consistent with 7 M.R.S.A. §§3918, 3924.
3. All civil penalties collected pursuant to this Ordinance shall be recovered to the use of the Town of Kennebunkport and deposited in the separate account required by 7 M.R.S.A. Section 3945.
4. A person issued a civil violation citation for violating this Ordinance may elect to pay the minimum penalty specified above for each violation alleged in the citation, in lieu of appearing in court to answer the citation. Such payment must be received at the Office of the Town Clerk in the amount specified by the Animal Control Officer by the seventh day prior to the court appearance date specified in the citation. Upon receipt of such payment by the Clerk, the Animal Control Officer or law enforcement officer shall cause the citation to be dismissed. However, the violations alleged in the citation shall be deemed admitted for purposes of assessing any future penalties under this section.
5. Any civil penalty collected for a violation of this Ordinance shall not preclude the Town from imposing or collecting a fine or penalty for a violation of the Barking Dog Ordinance (adopted March 10, 1984).

Section G: Severability Clause

If any part of this Ordinance shall be held invalid, such part shall be deemed severable and the invalidity thereof shall not affect the remaining parts of this ordinance.

DOG RULES ON GOOSE ROCKS BEACH
(Adopted on _____, 2015 by Kennebunkport Board of Selectmen
after Consultation with Goose Rocks Beach Advisory Committee)

Section A: Purpose

These rules are adopted pursuant to Section D.1 of the Animal Control Ordinance, Section IV.D of the Beach Use Ordinance for Goose Rocks Beach and 30-A M.R.S. § 3001. The purpose of these rules is to provide clear expectations pertaining to dogs on Goose Rocks Beach, consistent with the ordinance requirements in the Animal Control Ordinance (amended _____, 2015), in order to protect against harm to endangered species and/or to the public health, safety or welfare.

Section B: Limited Dog Access Areas

The following are designated Limited Dog Access Areas on Goose Rocks Beach:

1. **West End Plover Protection Area ("WEPPA"):** The West End Plover Protection Area is a Limited Dog Access Area on Goose Rocks Beach that begins at Norwood Avenue and continues westerly to the Batson River.

Section C: Nesting Areas

Specific rules pertaining to Nesting Areas on Goose Rocks Beach are as follows:

1. From April 1 to September 30, no dog shall approach or remain within 200 feet of any clearly marked Nesting Area.
2. The 200-foot buffer area around a designated Nesting Area does not include back dune areas, lawns or upland properties within 200 feet of these Nesting Areas.
3. From April 1 to September 30, dog owners who live within 200 feet of a Nesting Area or who take their dog within 200 feet of a Nesting Area at times when these rules allow dogs on the beach must leash their dog and attempt to access the beach as far away as possible from the Nesting Area.

Comment [AT1]: Laurie -- we can remove the reference to "back dune areas" as an exclusion if you prefer. -- Amy

Deleted: is limited to beach areas and specifically excludes

Section D: Rules

The following rules apply to dogs on Goose Rocks Beach:

1. From April 1 to September 30, dogs may not be off leash within WEPPA or any other Limited Dog Access Area at any time.
2. From June 15 to September 30, dogs are not permitted on the beach (including within WEPPA or any other Limited Dog Access Area) between 8:30 am and 6:00 pm.
3. All other provisions and restrictions in Section D.2 of the Animal Control Ordinance shall apply and are unaffected by these rules.

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76

ROOMER Revisions

Article 2 Residential Rental Accommodation: The licensed accessory use of no more than 2 bedrooms in a legally existing dwelling or dwelling unit. This dwelling unit shall be an owner occupied dwelling. Rooms rented may be for either short term or long term rental to a roomer who may be unrelated to the owner or occupant of the unit, for periods no less than 2 days.

Roomer – A person residing in and paying rent for a room in a ~~single family dwelling~~ legally existing residential dwelling unit whether or not the person eats meals on the premises. see Residential Rental Accommodation

Article 4 Add to VR (4.3), VRE (4.4) & CA (4.7) as conditional use

Article 6 Add to parking requirements (6.10)

Article 7.13 ~~No more than two (2) rooms in a single family dwelling, which was in existence on March 6, 1972, may be let out to roomers as an accessory use to a single family dwelling provided that:~~ an owner occupied dwelling unit may be let out to roomers provided that:

- A. No separate kitchen or cooking facilities are provided for or use by the roomers;
- B. No sign is located on the premises advertising the availability of rooms for lease or rent to roomers;
- C. No alteration or change of ~~the single family dwelling~~ the dwelling unit in its exterior appearance is made to accommodate the presence of roomers;
- D. ~~No accessory apartment or home occupation is located in the single family dwelling; The bedroom(s) being rented shall be inspected by the Code Enforcement Officer and shall have code compliant smoke and carbon monoxide Detectors in addition to complying with current building code primary and secondary means of emergency escape and rescue requirements.~~
- E. The rooms occupied by the roomers do not have a separate entrance from the outside;
- F. The rooms occupied by the roomers are within the principal structure;
- G. The roomers use utilities which are not separately metered from those used by the remaining occupants of the dwelling unit and
- H. One (1) off-street parking space per room rented ~~roomer~~ shall be required in addition to the requirements of Article 6.10.
- I. A license to operate a Residential Rental Accommodation shall be issued by The Code Enforcement Officer after approval by the Zoning Board of Appeals and after a successful property inspection has occurred subject to section D

above. Such license shall be issued to the property owner only, and is subject to sufficient evidence that the property is owner occupied. License shall become void upon a change in ownership or owner residency status.

- J. License shall be revoked upon confirmation of a second (2nd) confirmed Noise or Barking Dog Citation. Any such License having been revoked may not be reissued to the same property owner within 1 year (365 days) from the date of revocation.

8

WOODMAN EDMANDS DANYLIK AUSTIN
SMITH & JACQUES, P.A.

ATTORNEYS-AT-LAW

ROBERT B. WOODMAN
PETER L. EDMANDS
THOMAS DANYLIK
RALPH W. AUSTIN
JAMES B. SMITH
KEITH R. JACQUES
MICHAEL J. O'TOOLE
HARRY B. CENTER II
SANDRA L. GUAY

234 MAIN STREET
P O BOX 468
BIDDEFORD, ME 04005-0468
TELEPHONE 207-284-1581
FAX 207-284-2078
E-MAIL SLG@woodedlaw.com
www.woodedlaw.com

July 30, 2015

Allen A. Daggett, Chair
Kennebunkport Board of Selectmen
Town of Kennebunkport
P.O. Box 566
Kennebunkport, ME 04046

Re: Dock Application of 21 Lands End Lane, LLC
21 Shore Farm Lane (Map 21, Block 10, Lot 15)

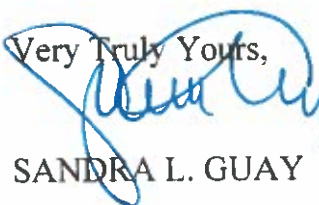
Dear Mr. Daggett:

Enclosed please find 8 copies of a Planning Board site plan review application for the construction of a 4-foot x 12-foot fixed pier with an associated ramp and float at 21 Lands End Lane, LLC's 21 Shore Farm Lane property, together with our check in the amount of \$174.03 for the requisite advertisement and mailing fees.

I would appreciate this item being placed on the August 13, 2015 Selectmen's agenda for the Board's review.

Thank you for your attention to this matter.

Very Truly Yours,



SANDRA L. GUAY

SLG/lb

Copy to: 21 Lands End Lane, LLC
Zachary Taylor, Riverside & Pickering



TOWN OF KENNEBUNKPORT, MAINE

— INCORPORATED 1653 —

MAINE'S FINEST RESORT

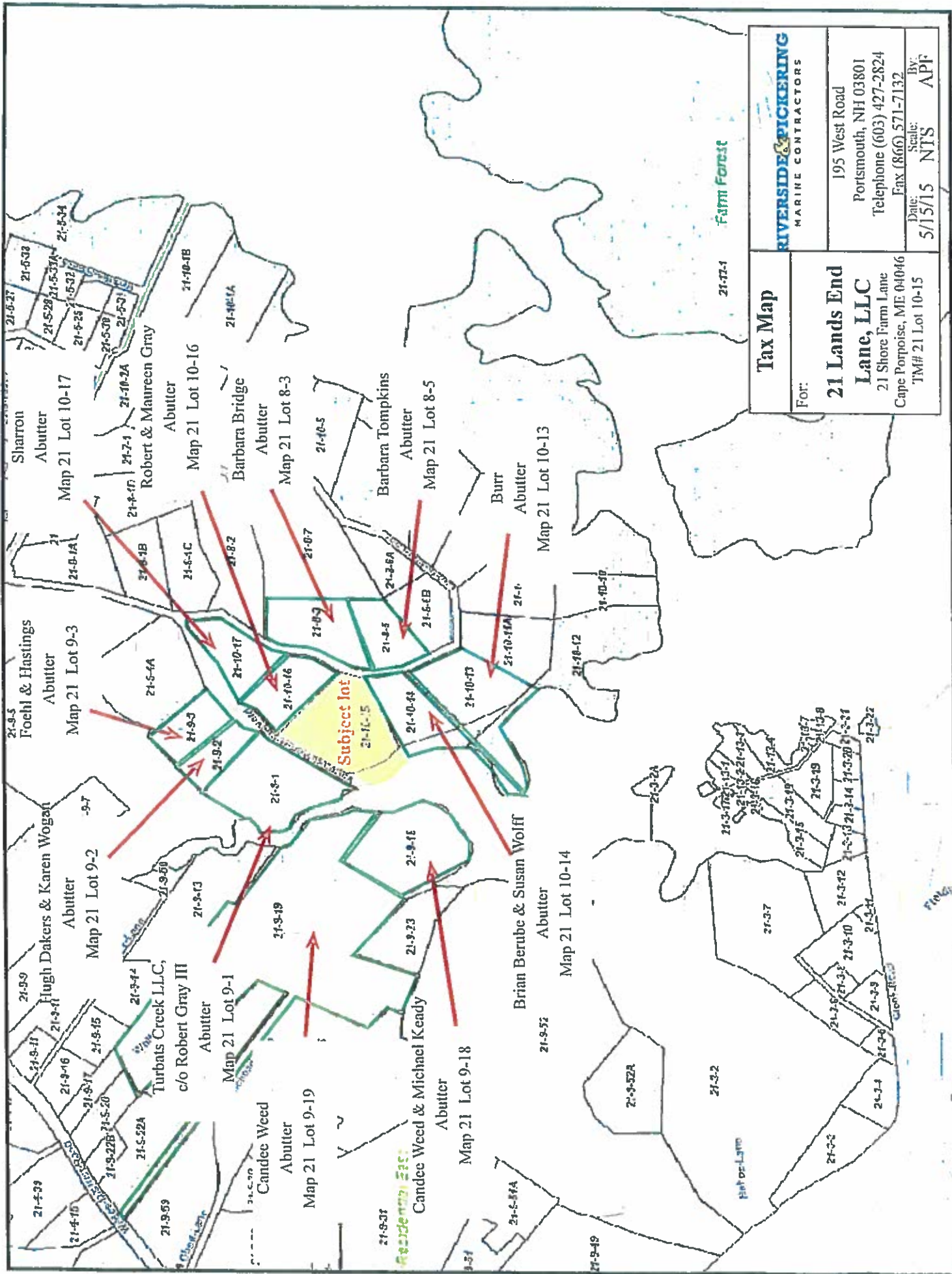
NOTICE TO ABUTTERS RECEIPT OF APPLICATION FOR SELECTMEN REVIEW WHARVES, DOCKS AND PIERS

You are receiving this notice of Site Walk because you are an abutting property owner.

Date: August 4, 2015

In accordance with Title 38 Section 1022 M.R.S.A., the Kennebunkport Board of Selectmen has received an application for review from **21 Lands End Lane, LLC**. The subject property is located on **21 Shore Farm Lane (formerly known as 21 Lands End Lane)** identified as Assessor's Tax Map **21**, Block **10**, Lot **15**. Our records indicate that you own property within 200 feet of the proposed site. A copy of the tax map is enclosed to assist you in locating the proposed site. The applicant proposes to construct a 4 ft x 12 ft, fixed pier with associated ramp and float. The application is for review at the Kennebunkport Town Office.

All Site Walks regarding the placement of a Wharf, Dock or Pier are open to the public. The Site Walk for this application is scheduled for Tuesday, August 11, 2015, at 3:00 P.M.



99

Printed by: Arlene McMurray

Thursday, July 16, 2015 7:14:26 AM

Title: Form submission from: Application for Boards, Committees & Commissions : VirtualTownHall

Page 1 of 1

From:  "Town of Kennebunkport, ME" <vtmailer@vt-s.net>

7/15/2015 5:56:37 PM 

Subject: Form submission from: Application for Boards, Committees & Commissions

To:  Arlene McMurray

Attachments:  Attach0.html / Uploaded File

4K

Submitted on Wednesday, July 15, 2015 - 5:56pm

Submitted by anonymous user: 76.179.65.19

Submitted values are:

Choose from the following: Growth Planning Committee

==Please provide the following information:==

Full Name: Paul Hogan

Email: paulhogannj@gmail.com

Residential Address: 324 kings highway, Kennebunkport

Residential Phone: 

Business Address:

Business Phone:

Mailing Address (if different):

Are you registered to vote in Kennebunkport? Yes

Please list Membership in community organizations, dates involved, and activities performed:

Current Chair of Beach Advisory Committee, third year on board, involved in establishment of board and Beach Use Agreement, involved in Communications, Traffic, Natural Resources Sub-committees

Chairperson of Town Sustainability Committee – Summit NJ (2004-2006)

Led a multi-year project to envision a sustainable community

Do you have any skills, experience, or training you would like to mention? I am a retired Lawyer (NJ).

I have fair amount of experience in land use and real estate matters.

What is your reason for wanting to serve on this board or committee? Concerns about growth and what our community will be like 10 years from now and beyond. I believe the pressures on growth are intensifying and the community could change dramatically if growth is not managed in a deliberate and sensitive way. I also think it is worthwhile for the community to have a member from Goose Rocks on this committee.

List the top 3 choices that you would like to serve on(1. 2. 3. in desired order)? Growth Planning Committee

The results of this submission may be viewed at:

<http://www.kennebunkportme.gov/node/2661/submission/221>

July 9, 2015

Growth Planning Committee

Terms: Three years on a staggered basis.

Members: Five and two alternates

Term Expires

Barbara Barwise, Secretary

July 2016

Kennebunkport, ME 04046
bbargrb@hotmail.com

Adam Burnett

July 2017

Kennebunkport, ME 04046
adamburnett45@gmail.com

George Geyerhahn

July 2018

Kennebunkport, ME 04046
ggeyerhahn@gmail.com

Daniel Saunders, Chair

July 2018

Kennebunkport, ME 04046
djsaun@yahoo.com

James W. Fitzgerald, Jr.

July 2017

Kennebunkport, ME 04046
fitzjim@roadrunner.com

Alternates

2 Vacancies

Selectmen Representative

Allen A. Daggett

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Printed by: **Arlene McMurray**
Title: **Bob O'Reilly - Pier Committee : VirtualTownHall**

Monday, August 03, 2015 7:29:02 AM
Page 1 of 1

From:  **Maryjane Grant**

Friday, July 31, 2015 9:43:16 AM 

Subject: **Bob O'Reilly - Pier Committee**

To:  **Arlene McMurray**

Hi Arlene. Bob O'Reilly stopped by to let you know he still would like to remain on the Pier Committee. He was ill the from late May through the first week of July. Thanks!

Maryjane Grant
Finance Dept.
207-967-1609

July 9, 2015

Cape Porpoise Pier Advisory Committee

Terms: One year

Members: Five or more, one of whom shall be a member of the Board of Selectmen. Nonresidents may be appointed to this committee provided they are commercial fishermen from the Cape Porpoise Pier and at least 75% of the membership are registered voters of Kennebunkport.

Expiration

Peter Eaton, Chair

July 2016

Kennebunkport ME 04046

debbie@hotmail.com

Peter Garsoe

July 2016

Cape Porpoise, ME 04014

pbgarsoe@smtmet.com

Arnold Nickerson IV

July 2015

Arundel, ME 04046

Zandy Talmadge

July 2016

Kennebunkport ME 04046

Eric Wildes

July 2016

006

Cape Porpoise ME 04014

Lee McCurdy (Pier Manager)
967-5040

Selectmen's Representative

Ed Hutchins



Loan Implementation Package for 457/401 Plan Sponsors

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Introduction and Summary Instructions for 457 and 401 Plan Sponsors

Making a loan program available in your retirement plan will provide eligible plan participants with the ability to borrow money from their accounts. As the administrator of your loan program, ICMA-RC will attempt to minimize the amount of resources you need to devote to the program. However, there are administrative and fiduciary responsibilities associated with offering loans which, as a practical matter, cannot be delegated to ICMA-RC.

Please review all of the information in this packet carefully prior to submitting the applicable forms to implement the loan program in your plan.

The below instructions provide you with easy-to-follow steps to implement a loan program in your ICMA-RC 457 or 401 plan.

- STEP 1:** Review the Loan Guidelines Agreement Instructions carefully prior to returning the required forms to implement your plan's loan program.
- STEP 2:** Complete the *Loan Guidelines Agreement*.
- STEP 3:** Determine whether any formal action is required by your legislative body and/or plan administrative committee to implement a loan program. If formal action is required, you may want to use the suggested resolution in this packet.
- STEP 4:** Complete the following documents (*if applicable*)
- **457 Plan Loan Administration Agreement** — If you have multiple 457 plan providers, you must complete and return this document to ICMA-RC.
 - **Loan Amendment (401 Plans Only)** — If you are amending your existing 401 plan to add loan provisions, you must complete and return this document to ICMA-RC.
- STEP 5:** Return copies of the following documents to ICMA-RC (please be sure to submit all pages and retain the originals for your records):
- *Loan Guidelines Agreement*
 - *Loan Amendment to the 401 Plan Adoption Agreement (if applicable)*
 - *457 Plan Loan Administration Agreement (if applicable)*
 - *Suggested Resolution (if applicable)*

FAX TO:
Workflow Management Team
202-682-6439

OR

MAIL TO:
ICMA-RC
ATTN: Workflow Management Team
P.O. Box 96220
Washington, DC 20090-6220

- STEP 6:** Please allow 5–7 business days for ICMA-RC to establish your plan's loan program.

Please retain original copies of any documents you return to ICMA-RC for your records.

If you have any questions relating to the adoption process, please contact your Plan Sponsor Services team at 800-326-7272.

Loan Guidelines Agreement Instructions

The information in this packet is intended to assist you with implementing a loan program within your ICMA-RC 457 or 401 plan(s). The packet provides an overview of the issues and complexities of establishing and maintaining a loan program under the most common types of retirement plan arrangements. It is not intended to be all inclusive. Special situations and/or solutions not discussed in this document will need to be reviewed on a case-by-case basis.

The instructions contain information that will help you understand the decisions you will need to make when you establish your loan program and help you complete the *Loan Guidelines Agreement*. Please carefully review the information in this section and complete all applicable sections of the *Loan Guidelines Agreement*.

Here are a few of the elections that you will need to make:

- Will loans be available for all purposes or only in hardship situations?
- How many loans will participants be allowed to have outstanding at one time? (up to five)
- How long will participants have to repay a loan used to purchase a new primary residence? (up to 30 years)
- How will participants repay their loans? (payroll deduction, ACH payments from their bank accounts, or both)

In order to offer loans within your retirement plan, the Internal Revenue Code requires that you establish written guidelines that govern the Plan's loan program. You may elect to use the *Loan Guidelines Agreement* to serve this purpose for your Plan.

If you have any questions relating to the process of implementing a loan program, please contact your Plan Sponsor Services team at 800-326-7272.

Section I: Employer Plan Information

Enter the name of your employer plan. Also specify the plan type and your ICMA-RC plan number.

Section II: Eligibility & Loan Source

Loans are available to all active employees, except those with an existing loan in default.

Loan Source — Use this section to specify the sources that will be available for participant loans.

Section III: Loan Purpose

Specify whether loans may be taken for (A) all purposes or (B) only in the case of hardship. If you choose the "all purposes" option, more of your employees are likely to request loans than if you select the "hardship only" option.

(A) All Purposes

(B) Hardship Only

401 Plans: Under the Code, only employers can authorize a loan for hardship purposes. Generally, for loan purposes, the IRS defines "hardship" situations for these purposes to include, but not to be limited to: unreimbursed medical expenses, buying or rehabilitating the participant's principal residence, and paying for college education for the participant or his/her qualified dependents. Car loan, car repairs, and the purchase or repair of a vacation or rental property would not be included in the hardship definition.

Employers have the ability to make their plan's loan program more restrictive under both of the above options.

Section IV: Application Process

No action is required in this section. The application process available to participants will vary depending on the option you select in Section III (Loan Purpose).

Section V: Maximum Number of Loans

Specify whether participants may have only one (1) or up to five (5) loans outstanding at one time. The option you choose in this section will have a significant impact on the number of loans made from your plan. Regardless of your election, a participant may receive a maximum of one (1) loan per calendar year.

Note: If you select Payroll Deduction as a repayment option for your participants in Section VIII, *each loan repayment for each pay period must be accounted for separately*. As such, repayments of multiple loans are a much larger burden on your payroll system (and personnel) than a repayment of a single loan.

Section VI: Loan Amount

No action is required in this section. The Maximum Loan Amount Worksheet includes instructions you can use to calculate the maximum loan amount for a participant. The loan modeling option on ICMA-RC's Account Access website can also be used to calculate a participant's maximum loan amount.

Section VII: Length of Loan

Loans must be repaid in substantially equal installments of principal and interest over a period that does not exceed five (5) years. However, if the participant will be using the loan to purchase a principal residence, the five (5) year time limit may not apply. In this section of the form, you specify the maximum repayment period for principal residence loans, with 30 years being the maximum term.

In determining the maximum repayment period for residential loans, you should be mindful that the loan term may extend beyond the period the participant is employed by you. If you allow employees to continue to pay their loans after they separate from service (see the Acceleration section), repayments would continue by the participant, through you, for the entire term of the loan (e.g., 30 years). Every payroll period, the participant (former employee) will be required to give you a check for the periodic loan repayment amount. You then include this amount with your next contribution submittal to ICMA-RC. *Loan repayments may not be made directly to ICMA-RC by the participant, unless you choose ACH debit as a repayment option in Section VIII.*

Section VIII: Loan Repayment Process

Specify the repayment method(s) and repayment frequency your plan will use.

Repayment Method — You can allow repayments to be made via payroll deduction and/or ACH payments from a participant's bank account.

- (1) **Payroll Deduction** — With this option, you will include the loan repayment detail when you remit contribution detail to ICMA-RC via the EZLink website.

Initiating Payroll Deduction

Payroll deduction should begin within two payroll cycles following the employee's receipt of the loan. Employees using this method must notify the Employer immediately so that repayments will begin as soon as practicable, on a date determined by the Employer's payroll cycle. Failure to begin payroll deduction in a timely manner could lead to the employee's loan entering delinquency status.

- (2) **ACH** — With this option, participants authorize ICMA-RC to debit loan repayments directly from the participant's bank account via Automated Clearing House (ACH). This feature frees you of the burden of establishing and monitoring loan repayments via payroll deduction.

ADDITIONAL LOAN REPAYMENTS AND EARLY PAY-OFF

A participant may pay off all or a portion of the principal and interest early without penalty or additional fee. Extra payments are applied forward to both principal and interest as specified in the original repayment schedule, unless the additional payment is for the full balance due. Please note that no payment date may be "skipped" even if the employee has made a large payment or submitted multiple payments.

Section IX: Loan Interest Rate

No action is required in this section. It simply describes the interest rate that will be used for participant loans.

Section X: Security/Collateral

No action is required in this section. It simply describes the amount that will be used as collateral for participant loans.

Section XI: Acceleration

Specify whether participants who have separated from service will be able to continue loan repayments until they have withdrawn their entire account balance from the plan, or if outstanding loans will be due and payable at the time participants separate from service.

You should consider the options in this section carefully, since your election will impact when outstanding loans become taxable to participants. If a participant does not repay the outstanding loan amount at the time it is due, the loan is "foreclosed," and the outstanding loan amount must be reported by ICMA-RC as a taxable distribution in the year of the foreclosure.

Given the burdens associated with collecting loan repayments from former employees, you may not wish to maintain a potentially long term "relationship" with former employees (especially in the case of residential loans).

Section XII: Reamortization

No action is required in this section. It simply provides information related to the reamortization of participant loans.

Section XIII: Refinance

No action is required in this section. It simply provides information related to the refinancing of participant loans.

Section XIV: Reduction of Loan

No action is required in this section. It simply describes how outstanding loans will be handled in the event of a participant's death.

Section XV: Deemed Distributions

No action is required in this section. However you should familiarize yourself with this information and note that loan repayments must be made in accordance with the plan document, plan loan guidelines, and as reflected in the promissory note signed by the participant. Failure to make loan repayments according to the loan terms will result in the outstanding loan balance being deemed distributed and taxable to the participant.

TIMING

A loan will be deemed distributed when a scheduled payment is still unpaid at the end of the calendar quarter following the calendar quarter in which the payment was due. For example, if a participant does not make a loan payment that was scheduled to be made on February 1, the maximum cure period for the repayment is June 30. If the total amount of all delinquent payments is not received by the end of the cure period, the loan is deemed distributed.

CONSEQUENCES OF DEEMED DISTRIBUTED LOANS (EMPLOYERS)

Employers who do not ensure proper loan repayment practices in their retirement loan programs risk not only having individual participant loans being deemed distributed, but also potentially jeopardize the tax-favored status of the entire plan. In the extreme, plans with mismanaged loan programs — a high occurrence of deemed distributed loans, and/or program participants in default, for example — may be disqualified (in the case of 401 plans) or classified as ineligible (for 457 plans) by the IRS. Disqualification results in the loss of tax-deferred status for all contributions and a possible increase in the taxable income for participating employees.

It is a plan sponsor's fiduciary obligation to properly manage the retirement plan and its benefits. Mismanagement of a loan program may be considered failure to meet this fiduciary obligation and may expose a plan sponsor to litigation, in addition to being in violation of applicable laws and regulations.

Employers, as plan sponsors and fiduciaries, have an obligation to comply with plan document and loan guideline requirements applicable to participant loans. In this regard, loan payments must be made in accordance with the plan document, plan loan guidelines, and as reflected in the promissory note signed by the participant. Employers retain this obligation if there is a loan program

associated with their retirement plan, regardless of the provisions governing the loan program.

CONSEQUENCES OF DEEMED DISTRIBUTED LOANS (PARTICIPANTS)

The principal balance, in addition to any accrued interest, is reported as a distribution to the IRS. However, the taxable distribution is not the only event in conjunction with a deemed distribution. The following negative consequences occur as a result of deemed distribution.

- The deemed distribution is a taxable event. However, it is not an actual distribution and therefore remains an asset of the participant's account. The outstanding loan balance and accrued interest continue to be reported on the participant's account statements.
- Repayment of a deemed distribution will not change or reverse the taxable event.
- The loan continues to be considered outstanding until it is repaid or "offset" using the participant's account balance. An offset can occur only if the participant is eligible to receive a distribution from the plan as outlined in your plan document.
- Participants are required to repay any outstanding deemed distributed loan before they can become eligible for a new loan. The deemed distributed loan and any interest accrued since the date it became a taxable event is taken into account when determining the maximum amount available for a new loan.
- A participant who has had a prior deemed distribution must make repayments to a new loan through payroll deduction, or provide proof of adequate security.

Section XVI: Fees

No action is required in this section. It simply provides that fees may be charged for various services associated with the application for and issuance of loans. Participants should review the Annual Service and Fee Disclosure notice(s) for your plan for more information on the applicable fees.

Section XVII: Signatures

Please have an authorized plan representative sign and date this section of the agreement.

SPECIAL CIRCUMSTANCES

Emergency Withdrawals (457 Plans Only)

457 Plans: Loans must be coordinated with unforeseeable emergency withdrawals. The emergency withdrawal

regulations under Section 457 of the Code require that an emergency withdrawal be a resource of the “last resort.” If the participant is able to take a loan or refinance a current loan from your ICMA-RC 457 plan or any other plan you sponsor, the participant has resources available to meet, or partially meet, the financial need. Therefore, a participant will be required to take or refinance a loan before taking an emergency withdrawal.

Many emergency withdrawals are not approved because the financial need, while serious, may not meet the conditions itemized in the 457 regulations. The ability to take a loan allows participants to have access to money that is not otherwise available. And the repayment process for loans ensures that participants replenish their accounts, thereby preserving their retirement savings.

Qualified Joint and Survivor Annuity (Applies to Some 401 Plans Only)

If your plan uses the Qualified Joint and Survivor Annuity as the default form of payment, married participants must obtain spousal consent prior to obtaining a loan. The employee’s spouse must consent, in writing, to the loan and the consent must be witnessed by a plan representative or notary public. Such consent must be received in writing by ICMA-RC no more than ninety (90) days before the loan request is submitted through Account Access. In the case of the Direct Loan Application, spousal consent should be sent along with the application.

Please be advised, that some states recognize a status, such as a civil union or registered domestic partnership, to carry the same rights and obligations as marriage under state law.

Multiple Plans/Providers

If you have more than one retirement plan which offers loans, including “co-administered” or “co-provider” plans, ICMA-RC will administer your loan program in your plan(s) with ICMA-RC, but you will have to perform some loan verification activities. You will need to perform these activities if loans are available to your employees from several like retirement plans, such as two separate qualified plans, or if you have different types of retirement plans (e.g. Section 457 deferred compensation and section 401 qualified plan). The degree of your involvement will depend on your situation.

1. MULTIPLE PLANS

The Code sets a maximum on the aggregate of all loans from all retirement plans in which the employee participates. If you offer retirement plans through multiple plan providers, no provider will be able to calculate, by

itself, the maximum amount that a participant may borrow at any point in time. Since only you, the employer, can determine the current outstanding loan balance and the highest outstanding loan balance in the past 12 months from all loans from any retirement plans, you will have to calculate the maximum amount that may be borrowed. This will involve obtaining all loan amounts currently outstanding and repaid in the last 12 months. Please refer to the Maximum Loan Amount Worksheet for instructions you can use to calculate the maximum loan amount for a participant.

If you elect online loans, participants are asked to input all outstanding loan balances in their online worksheet so that the program can properly calculate the maximum amount. Participants are on the “honor system” when they enter other loan amounts: **ICMA-RC is unable to verify any loan amounts associated with plans administered by other providers.** However, if there are any outstanding loans in other plans administered by ICMA-RC, our online program will take them into account.

2. SINGLE RETIREMENT PLAN/MULTIPLE PROVIDERS

If you have adopted a single retirement plan with one master plan document under which ICMA-RC and your other administrator(s) must operate, then you may ultimately have to self-administer your loan program, unless you require:

- that the maximum that may be borrowed from any provider is 50 percent of the balance with that provider and
- that the loan must be repaid only to the provider from which the loan was made.

3. MULTIPLE TYPES OF RETIREMENT PLANS/MULTIPLE PROVIDERS

If you make loans available to your employees from all of your retirement plans (e.g. Section 457 deferred compensation plan and Section 401 qualified plan), no administrator will be able to calculate, by itself, the maximum amount that a participant may borrow at any point in time. This is because the Code sets a maximum on the aggregate of all loans from all 401 and 457 plans in which the participant participates. Since only you, the employer, can determine the current outstanding loan balance and the highest outstanding loan balance in the past 12 months from all loans from any 401 or 457 plans, you will have to calculate the maximum amount that may be borrowed. This will involve obtaining all loan amounts currently outstanding and repaid in the last 12 months. Please refer to the Maximum Loan Amount Worksheet for instructions you can use to calculate the maximum loan amount for a participant.



LOAN GUIDELINES AGREEMENT

The purpose of this agreement is to establish the terms and conditions under which the Employer will grant loans to participants. You should consider each option carefully before making your selections because your selections will apply to all loans made while the selection is in effect. If you later change any provision, the changes will apply only to loans made after the change is adopted. Loans in existence at the time of any future changes will continue to operate under the guidelines that were in effect at the time the loan was originally made.

Please read the instructions and carefully complete all sections of this agreement.

☒ New Loan Program ☐ Amendment to Loan Program

I. EMPLOYER PLAN INFORMATION

Name of Plan (Enter the complete Employer name, including state): Town of Kennebunkport

Plan Type: ☒ 457 Deferred Compensation Plan ☐ 401(a) Money Purchase Plan ☐ 401 Profit-Sharing Plan

ICMA-RC Plan Number: _____

II. ELIGIBILITY & LOAN SOURCE

Loans are available to all active employees, except those with an existing loan in default.

401 Plans — If your 401 plan is funded by a combination of Employer and Employee contributions, you must specify whether one or both of the following can be used as a source for participant loans. (Select one or both options below)

- ☐ Employer Contribution Account (vested balances only)
- ☐ Participant Contribution Accounts (pre- and post-tax, if applicable, including Employee Mandatory, Employee Voluntary, Employer Rollover, and Portable Benefits Accounts, but excluding the Deductible Employee Contribution/Qualified Voluntary Employee Contribution Account)

Roth Assets (if applicable) — If your 457 or 401(k) plan allows Roth contributions, a participant's Designated Roth Account balance will be included when calculating the amount a participant is eligible to borrow. However, you must specify whether or not a participant's Designated Roth Account can be used as a source for participant loans. (Select one option below)

- ☒ A participant's Designated Roth Account **will not** be available as a source for loans under the plan (default option)
- ☐ A participant's Designated Roth Account **will** be available as a source for loans under the Plan.

Note: If Roth assets are available as a source for loans, a loan that is deemed distributed will not satisfy the requirements for a qualified (tax-free) distribution of Roth assets. This may result in participants paying taxes on assets that would otherwise be available tax-free.

III. LOAN PURPOSE

Loans are available for the following purposes and must be requested in the corresponding method (select one):

- ☒ **All Purposes** — With this option, participants can request a loan for any reason. Participants will be able to request new loans or refinance existing loans using the Online Loans option.
- ☐ **Hardship Only** — With this option, loans shall only be granted in the event of a participant's hardship or for the purpose of enabling a participant to meet certain specified financial situations. Participants will need to complete the loan application form for your plan and obtain your approval (Online Loans is not available).

The employer shall approve the participant's loan application after determining, based on all relevant facts and circumstances that the amount of the loan is not in excess of the amount required to relieve the financial need, as defined by the employer. For this purpose, financial need shall include, but not be limited to: unreimbursed medical expenses of the participant or members of the participant's immediate family, establishing or substantially rehabilitating the principal residence of the participant, or paying for a college education (including graduate studies) for the participant or his/her dependents.

LOAN GUIDELINES AGREEMENT

IV. APPLICATION PROCESS

The loan application process will vary depending on the option you selected in Section III above (Loan Purpose).

(A) ALL PURPOSES

- **Online Loans** — Participants can request a new loan or to refinance an existing loan using the ICMA-RC website at www.icmarc.org (*Online Loans*).
- **Direct Check Issuance** — ICMA-RC sends loan documents with the loan check to the participant. When the participant endorses the check, that endorsement signifies acceptance of loan terms.

(B) HARDSHIP ONLY

- **Paper Application** — A loan application must be completed, signed by the participant and approved by you, the employer.
- **Check Issuance** — Upon receipt of an approved loan application, ICMA-RC will prepare the required loan documents (i.e., the promissory note and loan disclosure statement), and send them to the employer with the loan check.
 - The loan check may not be given to the participant until the loan documents have been signed by the participant. Because the promissory note is considered a plan asset, all loan documents must be completed and preserved for at least the life of the loan. The employer should retain the original loan documents and send copies of all documents to ICMA-RC.

The loan amount will generally be redeemed from the employee's account on the same day as either ICMA-RC receipt of a loan request/application (complete and in good order), if it is submitted prior to 4:00 p.m. ET on a business day. If not, the loan amount will be redeemed on the next business day following submission. The loan check for an all purpose loan is generally issued on the next business day following redemption, and will be mailed directly to the employee. The loan check for a hardship loan will be sent to the employer. The employee's presentment of the loan check for payment constitutes an acknowledgment that the employee has received and read the loan disclosure information provided by ICMA-RC and agrees to the terms therein.

V. MAXIMUM NUMBER OF LOANS (SELECT ONE)

Participants may receive one loan per calendar year. Please specify whether participants may have only one (1) or up to five (5) loans outstanding at one time.

- ☒ One (1). Participants may have only one (1) outstanding loan at a time.
- ☐ Five (5). Participants may have up to five (5) loans outstanding at one time.
- ☐ Other. Participants may have up to _____ (enter 2, 3, or 4) loans outstanding at one time.

VI. LOAN AMOUNT

Maximum: The maximum amount of all loans to a participant from the Plan *and all other plans of the Employer* that are either eligible deferred compensation plans described in section 457(b) of the Code or qualified employer plans under Section 72(p)(4) of the Code (e.g., 401(a) plans) shall not exceed *the lesser of:*

- (1) \$50,000, or
- (2) One-half of the value of the Participant's interest in all of his or her Accounts under this Plan.

When calculating the maximum amount a participant is eligible to borrow from his/her account, the lesser value of (1) or (2) above must be reduced by the participant's highest outstanding loan balance over the past 12 months.

Minimum: The minimum loan amount is \$1,000.

A loan cannot be issued for more than the maximum amount. The participant's requested loan amount is subject to downward adjustment without notice due to market fluctuation between the time of application and the time the loan is issued.

Loan amounts will be taken pro-rata from all of a participant's investments.

LOAN GUIDELINES AGREEMENT

VII. LENGTH OF LOAN

Loans must be repaid in substantially equal installments of principal and interest over a period that does not exceed five (5) years.

Principal Residence Loans

If the participant will be using the loan to purchase a principal residence, the five (5) year time limit may not apply. Participants can repay a principal residence loan over a period of up to 30 years. Please specify the maximum repayment period for principal residence loans from your plan below.

Maximum repayment period for principal residence loans = 10 (Enter a number of years, up to 30)

VIII. LOAN REPAYMENT PROCESS

Specify the repayment method(s) and repayment frequency your plan will use. Note that loan amounts plus interest, minus applicable fees paid to ICMA-RC, are repaid to participant accounts and not to ICMA-RC. You can allow repayments to be made via payroll deduction and/or ACH payments from a participant's bank account. Loan repayments must be made at least monthly (457) or quarterly (401).

Repayment Method (Select One):

- ☒ Payroll deduction only.
☐ ACH debit only.*
☐ Employee may choose either payroll deduction or ACH debit.*

**ACH Payment Rejected Fee — If a loan repayment scheduled to be paid via ACH debit is rejected due to insufficient funds, invalid bank account information, or account closure, a fee will be charged to the participant's account. The fee is \$20 for the first occurrence and \$50 for each subsequent occurrence.*

Repayment Frequency (Select One):

Repayments through payroll deduction will be sent via check or wire by the Employer to ICMA-RC on the following cycle (choose one):

- ☒ Weekly (52 per year)
☐ Bi-weekly (26 per year)
☐ Semi-monthly (24 per year)
☐ Monthly (12 per year)

Initiating Repayments:

- ACH debits from the employee's designated bank account will begin approximately one month following the date the employee's signed ACH authorization form is received and processed by ICMA-RC, or, in the case of online loans, approximately one month following the date the loan check has been cleared for payment. Debits will normally be made on a monthly basis.
- Payroll deduction should begin within two payroll cycles following the employee's receipt of the loan. Employees using this method must notify the Employer immediately so that repayments will begin as soon as practicable, on a date determined by the Employer's payroll cycle. Failure to begin payroll deduction in a timely manner could lead to the employee's loan entering delinquency status.

Investment of Loan Repayments

All loan repayments are invested according to the instructions the participant has on file for the investment of contributions to his/her account.

Additional Loan Repayments and Early Pay-Off

A participant may pay off all or a portion of the principal and interest early without penalty or additional fee. Extra payments are applied forward to both principal and interest as specified in the original repayment schedule, unless the additional payment is for the full balance due. Please note that no payment date may be "skipped" even if the employee has made a large payment or submitted multiple payments.

LOAN GUIDELINES AGREEMENT

VIII. LOAN REPAYMENT PROCESS *(CONTINUED)*

Loans in Default

Participants using the ACH repayment option may default on their loans for lack of repayment more frequently than those using the payroll deduction method. For this reason, you may choose to require that certain participants use the payroll deduction repayment method.

Multiple Loans

If a participant has multiple loans outstanding from the plan, each loan repayment must be separately reported to ICMA-RC.

Former Employees and Leave of Absence

Former employees and employees on a leave of absence must repay their loans on the same schedule that would have applied had they continued employment.

Your plan may allow terminated employees to continue to repay their loans either through ACH, or by giving/sending you a check each repayment period (see the Acceleration section). If you allow terminated employees to repay loans by giving/sending you a check, you will include the repayment amounts in your next regular employee contribution remittance to ICMA-RC.

In certain situations, employers may suspend loan repayments for a period of time for employees on a leave of absence or military leave. Please refer to Treasury Regulation section 1.72(p)-1, Q&A-9 for more information.

Repayments Must Continue

In implementing a loan program you should be aware that some employers have had to contend with the inability of some participants to repay their loan(s). You should be aware that you may not stop taking loan repayments from the employee's paycheck — even if the employee asks that repayments be stopped. Failure to payroll-deduct loan repayments on schedule could both jeopardize the eligibility or qualification of the entire plan as well as create a taxable event for the participant. Likewise, if an employee is repaying the loan through ACH debit of his/her bank account, and the employee fails to make payments, this could jeopardize the eligibility of your retirement plan. Employers are ultimately responsible for ensuring that loans are repaid according to the loan terms.

ICMA-RC will notify both you and the employee if a payment has not been received.

IX. LOAN INTEREST RATE

The loan interest rates are set for non-residential loans at the prime rate plus 0.5%, and for principal residence loans at the FHA/VA rate. The interest rate for new loans fluctuates from month-to-month. The rates for the following month are determined on the last business day of the month using www.moneycafe.com/library/primerate.htm (prime rate) and www.citimortgage.com (principal residence rate).

When a new loan is approved, the interest rate is locked in and remains constant throughout the life of the loan.

X. SECURITY/COLLATERAL

At the time a loan is taken, 50 percent of the participant's account balance or the amount of the loan, whichever is less, will be used as collateral for the loan.

XI. ACCELERATION *(SELECT ONE)*

Please specify whether participants who have separated from service will be able to continue loan repayments until they have withdrawn their entire account balance from the plan, or if outstanding loans will be due and payable at the time the participant separates from service.

All outstanding loans shall be due and payable by a participant upon:

- ☒ Separation from service. All loan repayments must stop following an employee separating from service.
- ☐ Distribution of his/her entire account balance. Employees can continue making loan repayments until they have withdrawn their entire account balance.

Outstanding loan balances that are not repaid will be reported as distributions to the participant. See the Deemed Distributions section for additional information.

LOAN GUIDELINES AGREEMENT

XII. REAMORTIZATION

Reamortization changes the terms of an outstanding loan (e.g., repayment period, interest rate, frequency of repayments). Any outstanding loan may be reamortized.

Reamortization cannot extend the repayment period beyond five (5) years from the date the loan was originally issued. Or, in the case of Principal Residence Loans, beyond [the number of years specified in Section VII] years from the date the loan was originally issued.

Participants can use a loan amortization form to request that an outstanding loan be reamortized. Upon processing the request, a new disclosure statement will be sent to the employer for endorsement by the participant and approval by the employer. The executed disclosure statement must be returned to the plan administrator within 10 calendar days from the date it is signed. The new disclosure statement is considered an amendment to the original promissory note; therefore a new promissory note will not be required.

Note: A loan reamortization will not be considered a new loan for purposes of calculating the number of loans outstanding or the one loan per calendar year limit.

XIII. REFINANCE

Refinancing involves a new loan replacing an employee's outstanding loan. The refinanced loan must be repaid over a period that does not exceed five (5) years from the date when the original loan was issued.

Actively employed participants with one (1) outstanding loan may elect to refinance the outstanding loan for an additional amount, subject to the loan amount limitations outlined in Section VI, provided that the participant has not yet taken out a loan during the calendar year. Participants with multiple outstanding loans, and those who are no longer employed, are not eligible to refinance an existing loan.

Note: Principal residence loans are not eligible for refinance.

XIV. REDUCTION OF LOAN

If a participant dies prior to full repayment of the outstanding loan(s), the outstanding loan balance(s) will be deducted from the account prior to distribution to the beneficiary(ies). The unpaid loan amount is a taxable distribution and may be subject to early withdrawal penalties. The participant's estate is responsible for taxes and penalties on the unpaid loan amount, if any. A beneficiary is responsible for taxes due on the amount he or she receives. A Form 1099 will be issued to both the beneficiary and the estate for tax reporting purposes.

XV. DEEMED DISTRIBUTIONS

A loan will be deemed distributed when a scheduled payment is still unpaid at the end of the calendar quarter following the calendar quarter in which the payment was due. When a loan is deemed distributed, the principal balance and any accrued interest is reported to the IRS as a taxable distribution. However, since the participant received the loan amount previously, no money is actually paid to the participant as part of a deemed distribution.

The loan is deemed distributed for tax purposes, but it is not an actual distribution and therefore remains an asset of the participant's account. Interest continues to accrue. The outstanding loan balance and accrued interest are reported on the participant's account statements.

Repayment of a deemed distribution will not change or reverse the taxable event.

The loan continues to be outstanding, and to accrue interest, until it is repaid or offset using the participant's account balance. An offset can occur only if the participant is eligible to receive a distribution from the plan as outlined in the plan document. Participants are required to repay any outstanding loan which has been deemed distributed before they can be eligible for a new loan. The deemed distribution and any interest accrued since the date it became a taxable event is taken into account when determining the maximum amount available for a new loan. New loans must be repaid through payroll deduction.

Important Note: The employer is obligated by federal regulation to comply with the loan guideline requirements applicable to participant loans, and to ensure against deemed distribution by monitoring loan repayments, regardless of the method of repayment, and by advising employees if loans are in danger of being deemed distributed. The tax-qualified status or eligibility of the entire plan may be revoked in cases of frequent repayment delinquency or deemed distribution.

To assist plan sponsors whose plan options include loans, ICMA-RC will provide reports of participants with payments delinquent by 30 to 89 days, 90 or more days but not yet deemed, and those whose loans have been deemed distributed. ICMA-RC is committed to supporting employers who request assistance with their loan programs in order to reduce the number of delinquent loans and decrease the occurrence of deemed distributions.

LOAN GUIDELINES AGREEMENT

XVI. FEES

Fees may be charged for various services associated with the application for and issuance of loans. All applicable fees will be debited from the participant's account balance and/or from the participant's loan repayments prior to crediting the repayment of principal and interest to the participant's account.

XVII. SIGNATURES

The Employer has the right to set other terms and conditions as it deems necessary for loans from the plan in order to comply with any legal requirements. Employer certifies that all terms and conditions will be administered in a uniform and non-discriminatory manner.

In Witness Whereof, the employer hereby caused these Guidelines to be executed

this _____ day of _____, 20____.

Day of the Month

Month

Year

EMPLOYER

By: _____

Title: _____

Attest: _____

Maximum Loan Amount Worksheet

The maximum amount a participant can borrow from his or her account is \$50,000 or 50% of the account balance, whichever is less. However, the amount must be reduced by a participant's highest outstanding loan balance over the past 12 months (which, obviously, only impacts participants who have previously taken a loan from a 457 or qualified 401 plan). The minimum amount a participant can borrow is \$1,000.

EXAMPLE 1

Michael has never taken a loan from his account before and his 457 plan account balance at the close of business yesterday was \$84,000. To calculate the maximum loan amount he is eligible to receive, we need to determine if 50% of his account balance ($\$84,000 \times 50\% = \$42,000$) is greater than or less than \$50,000. In this case, 50% of his account balance is less than \$50,000, so the maximum loan amount Michael is eligible to receive is \$42,000.

EXAMPLE 2

Kathy has never taken a loan from her account before and her 401 plan account balance at the close of business yesterday was \$240,000. In this case, 50% of Kathy's balance ($\$240,000 \times 50\% = \$120,000$) is greater than \$50,000, so the maximum loan amount Kathy is eligible to receive is \$50,000 (the lesser of the two amounts).

EXAMPLE 3

Pam took a \$15,000 loan from her account eight months ago (in the previous calendar year) and her 457 plan account balance at the close of business yesterday was \$130,000. In this case, 50% of Pam's balance ($\$130,000 \times 50\% = \$65,000$) is greater than \$50,000, but that amount must also be reduced by her highest outstanding loan balance over the past 12 months, so the maximum loan amount Pam is eligible to receive is \$35,000. ($\$50,000 - \$15,000 = \$35,000$)

MAXIMUM LOAN AMOUNT WORKSHEET

Worksheet Template		Example (using numbers from Example 3 above)
1) Enter 50% of the participant's total plan account balance.	1) \$ _____	1) \$65,000
2) Enter the answer to #1 or \$50,000, whichever is less.	2) \$ _____	2) \$50,000
3) Enter the participant's highest outstanding loan balance over the past 12 months (from all of your plans combined), if applicable.	3) - \$ _____	3) - \$15,000
4) Subtract #3 from #2 and you have the maximum amount the participant is eligible to receive as a new loan.	4) \$ _____ (maximum loan amount)	4) \$35,000



SUGGESTED RESOLUTION FOR A LEGISLATIVE BODY RELATING TO AMENDING A RETIREMENT PLAN TO PERMIT LOANS

401 Money Purchase Plan # 10 _____

401 Profit-Sharing Plan # 10 _____

457 Deferred Compensation Plan # 30 _____

Name of Employer: Town of Kennebunkport State: _____

Resolution of the above named Employer ("Employer")

WHEREAS, the Employer has employees rendering valuable services; and

WHEREAS, the Employer has established a retirement plan (the "Plan") for such employees which serves the interest of the Employer by enabling it to provide reasonable retirement security for its employees, by providing increased flexibility in its personnel management system, and by assisting in the attraction and retention of competent personnel; and

WHEREAS, the Employer has determined that permitting participants in the retirement plan to take loans from the Plan will serve these objectives;

NOW THEREFORE BE IT RESOLVED that the Plan will permit loans.

I, _____, Clerk of the (City, County, etc.) of _____, do hereby certify that the foregoing resolution, proposed by (Council Member, Trustee, etc.) _____, was duly passed and adopted in the (Council, Board, etc.) of the (City, County, etc.) of _____ at a regular meeting thereof assembled this _____ day of _____, 20____, by the following vote:

AYES: _____

NAYS: _____

ABSENT: _____

CLERK OF THE (CITY, COUNTY, ETC.)

Mail or fax copies of all completed documents to ICMA-RC.

Fax to: _____
Workflow Management Team
202-682-6439

OR

Mail to: _____
ICMA-RC
ATTN: Workflow Management Team
P.O. Box 96220
Washington, DC 20090-6220



457 PLAN LOAN ADMINISTRATION AGREEMENT

This Agreement is not required if you have 1) only one 457 plan provider or 2) more than one plan provider each with its own plan document and provisions unique to each provider. **The Agreement only applies if you have adopted a single 457 plan document under which ICMA-RC and one or more other provider(s) must operate.** Please refer to the Multiple Plans/Providers section of the Loan Guidelines Agreement Instructions for more details.

This Agreement shall serve as an Addendum to the Loan Guidelines established by the Employer identified below and as an Addendum to the Administrative Services Agreement (ASA) made by and between the ICMA Retirement Corporation (ICMA-RC) and the Employer.

The Employer currently sponsors a section 457 deferred compensation plan administered by two or more providers (co-provider plan). In order to ensure the efficient administration of the loan program established by the Employer, the Employer hereby agrees and declares that

- (1) For purposes of issuing loans from the plan, that portion of the plan's assets administered by ICMA-RC will be treated as though it were a separate and distinct plan.
- (2) The Employer shall calculate the amount a participant may borrow from the ICMA-RC administered portion of the plan. No loan amount may exceed the lesser of (a) the maximum loan amount specified in Internal Revenue Code section 72(p)(2)(A) or (b) 50% of the participant's ICMA-RC-administered account balance.
- (3) All loan repayments must be made to the participant's ICMA-RC-administered account for the life of the loan.

AGREED as of the _____ day of _____, 20 ____:

Name of Employer: _____

State: _____

Employer Plan Number: **30** _____

Authorized Official (*Print Name*): _____

Signature of Authorized Official: _____

Mail or fax copies of all completed documents to ICMA-RC.

Fax to:
Workflow Management Team
202-682-6439

OR

Mail to:
ICMA-RC
ATTN: Workflow Management Team
P.O. Box 96220
Washington, DC 20090-6220



LOAN AMENDMENT (401 PLANS ONLY)

ICMA-RC GOVERNMENTAL 401 PLAN & TRUST AMENDMENT TO ADD LOANS

- I. Name of Employer: _____ State: _____
- II. ICMA-RC Plan # **10** _____
- III. Loans are permitted under the plan, as provided in Article XIII of the Adoption Agreement and in the executed *Loan Guidelines Agreement*.

In Witness Whereof, the Employer hereby causes this Agreement to be executed on
this _____ day of _____, 20 ____.

EMPLOYER

By: _____

Title: _____

Attest: _____

Mail or fax copies of all completed documents to ICMA-RC.

Fax to:
Workflow Management Team
202-682-6439

OR

Mail to:
ICMA-RC
ATTN: Workflow Management Team
P.O. Box 96220
Washington, DC 20090-6220

PKT5010-006-24790-201506-489

LOAN IMPLEMENTATION PACKAGE FOR 457/401 PLAN SPONSORS | 16

REV 7/2015

**REQUEST FOR QUALIFICATIONS / PROPOSALS
FOR CONSTRUCTION MANAGEMENT SERVICES**

For a Police Station addition and renovation project, Kennebunkport, Maine.

August __, 2015

INVITATION

The Town of Kennebunkport, Maine is soliciting qualifications for Construction Manager at Risk services related to the renovations and construction of an addition to the Police Station on the current Police site on Main Street in Kennebunkport. A bond referendum was recently approved along with reserve funds for the project for a total project cost of \$650,000. The Construction Manager (CM) will provide pre-construction services to the Owner prior to commencement of construction. Following committee approval of the design and cost, the CM will prepare a Guaranteed Maximum Price (GMP) and, upon its acceptance, will build the project. The CM will be expected to work closely with the Owner and Architect and to propose cost and timesaving alternatives. The Town is inviting CM's to participate in the following selection process:

THE PROJECT

- The project consists of the site development and construction of 1,450 square feet of new construction and the partial renovation to the existing Police building
- It includes related site work and amenities on town owned land.
- The total construction cost estimate for the project is approximately \$640,000.
- The Architect for the project, Port City Architecture of Portland, has completed a conceptual design that will be used as the basis for the initial cost estimate.
- Financing for the project has been approved by the Town.

SUBMISSION REQUIREMENTS AND PROCESS

Prospective Construction Managers are being invited to participate in the selection process. Each is expected to prepare a written statement of qualifications in response to this RFQ/RFP (**six copies** required), to be submitted to the Owner not later than **September XX, 2015** at 2:00pm. Submittals received after that date and time will be returned unopened. Clearly mark the cover of the submittal with the words "Response to the Police Department project RFQ/RFP."

Address submittals to:

Laurie Smith, Town Manager
Town of Kennebunkport
P.O. Box 566
6 Elm Street
Kennebunkport, Maine 04046

Approximately three prospective Construction Managers will be selected by September 30th for interviews on October 5th between the hours of 1:00 and 4:00. A final selection is expected to be made within 15 days of the interviews.

Each prospective Construction Manager shall address the following in a statement of qualifications:

- 1) General Qualifications:
 - a. Contractor's Qualification Statement (completed AIA Document A305).
- 2) Construction Management philosophy and structure:
 - a. Narrative description of the firms' philosophy of construction management.
 - b. Demonstration of successful management systems for the planning, organizing and monitoring of similar construction projects. Among these are conceptual estimating, budgeting, scheduling, and cost controls.
 - c. Demonstration of knowledge and experience in the use of value engineering, the careful evaluation of building systems, construction techniques and recommendation of materials to create optimum dollar value without compromising design criteria.
 - d. Demonstration of experience with qualifying sub-contractors.
 - e. Description of the firm's construction safety program.
 - f. Description of the firm's program for project follow-up and warrantee.
 - g. Provide historic data on the cost of general conditions; provide a list of the CM's General
 - h. Conditions Items. Provide Construction Manager's fee ranges and construction costs of similar projects.
 - i. Other information/qualifications as each CM may consider appropriate to the selection process.
- 3) Specific Construction Management Experience:
 - a. Specific construction management experience, particularly on projects of similar program and scope including other public safety experience. A complete list of related construction management projects completed during the past five years shall be submitted, along with owner and architect identification.
 - b. Highlight at least three of these completed projects and include budget, schedule, and change order performance and owner/architect references.
 - c. Provide specific experience with pre-construction services including a description of the working relationship with the owner and architect.
 - d. Total dollar volume of CM work completed during each of the past three years. (Identify the work performed by your office located closest to Kennebunkport, Maine if more than one office.)
 - e. Experience with Phased construction projects
- 4) Key Personnel:

Identification and qualifications of key personnel to be used including, but not limited to, Project Managers, Superintendents and Estimators. Submission of names shall be considered a commitment on the part of the CM to retain stated personnel on the project throughout its duration.

5) Fees:

- a. The following pre-construction fee, CM percentage fee, and estimate for general conditions shall be based on an estimated total construction cost of \$640,00.
- b. Provide in a sealed envelope:
 - i. Lump sum fee for pre-construction CM services, and
 - ii. a CM percentage fee for CM services from the completion of pre-construction to the completion and dedication of the building.
 - iii. Estimated general conditions based on project duration above and the attached general conditions cost allocation matrix.
 - iv. The labor rates, all-inclusive, of all reimbursable personnel to be included on the project team.
- c. Indicate the CM's intent for sharing any savings with the owner on the project GMP from 0% back to the owner to 100% back to the owner.

Following the completion of presentations, the Town will consider all available information and select one Construction Manager with whom it will negotiate an Agreement. The sealed envelope will not be opened until the preferred CM team is selected, and the fees indicated will be used as the starting basis for negotiations of the final CM contract. Should the Owner and CM be unable to successfully negotiate the fee basis, the Owner will commence negotiations with the next highest scoring CM team, and so on, until agreement is reached. The Town reserves the right to accept or reject any and all proposals or statement of qualifications, in whole or in part, to waive informalities or technicalities that may be determined by the Town of Kennebunkport to be in its best interest.

RESPONSIBILITIES

The Construction Manager will be expected to perform services consistent with the industry accepted role of a Construction Manager at Risk. In general, they will include, but will not necessarily be limited to:

- Attending meetings with the Owner and/or Architect as necessary, throughout the design and construction processes.
- Providing recommendations regarding constructability, materials and equipment selections, and cost savings.
- Assuming charge of and responsibility for construction scheduling and cost estimating.
- At a minimum, the schedule and budget updates will be prepared at the end of
- Schematic Design, Design Development, and at 85% Construction Documents. Such estimating will be accomplished by the Construction Manager, without creating obligations to prospective sub-bidders. It will be the Construction Manager's responsibility to acquire an understanding of the project, adequate for the proper preparation of such estimates. The accuracy and timeliness of construction estimating is of utmost importance.
- Qualifying sub-contractors.
- Letting sub-contracts for bid.
- Providing a GMP.

- Providing a performance bond, a payment bond and insurance.
- Holding sub-contracts for construction.
- Managing the construction including coordination, inspection, supervision, safety and quality control services.
- Maintaining construction phase records and accounting.

FORM OF AGREEMENT

The form of agreement between Owner and the chosen Construction Manager will be a single document, AIA Document A121/CMC and AGC Document 565, Standard Form of Agreement between Owner and Construction Manager where the Construction Manager is also the Constructor, 1991 with edits.

SELECTION CRITERIA

The Owner will assess the qualifications of the CM teams, from their presentations and the accompanying materials. Six categories will be graded, and the preferred CM team will be identified by the highest cumulative score. Selection criteria, and their point value, to be used by the Owner shall be, but not necessarily be limited to:

- Relevant experience with pre-construction and construction services as a CM. 20 points
- The qualifications of key persons, who will be assigned to this project. 20 points
- Demonstrated ability to estimate construction cost at all phases of design 15 points
- Experience and record qualifying sub-contractors. 15 points
- Experience providing Construction Management services to a municipality. 10 points
- Construction Experience in the Kennebunks 10 points
- Experience providing Construction Management services for a public safety project. 5 Points
- Construction Management experience in the State of Maine. 5 points

TOTAL 100 points

The Owner's decision with regard to the selection of a Construction Manager will be considered final.

OWNER'S TERMS AND CONDITIONS

1. The Owner retains the right to waive any informality, to reject any or all Statements of Qualifications, or to accept any Statement of Qualifications that may be determined to be in its best interest.
2. It is the Owner's intent that the work be publicly, competitively bid by prequalified bidders for each trade or bid package. Particular emphasis will be placed on being certain that qualified contractors and/or providers of goods and services from the Kennebunkport area be given an opportunity to bid. At least three (3) bidders must be identified for each trade as qualified, each of which must be approved by the Owner. Any self-performed work considered by the CM must be competitively bid by at least two additional subcontractors. All sub-bids (including self-performed work by the CM)

shall be delivered in sealed, labeled envelopes and opened in the presence of the Owner and Architect. The CM agrees to accept the lowest qualified and conforming bid as decided by the owner.

3. The Construction Manager Request for Qualifications and Selection Process, as outlined herein, shall be considered subject to change as required by the Town of Kennebunkport. Terms and conditions of the Agreement between Owner and Construction Manager shall take precedence over all prior understanding and/or Agreement, if any, including this Request for Qualifications.

4. The Owner retains the right to terminate the services of the Construction Manager at any time prior to the execution of a GMP Agreement, and the Owner's obligation shall be limited to actual documented expenses of the Construction Manager as of such date

5. Questions related to preliminary plans and the construction management process should be directed to:

Jason Pica

Port City Architecture

65 Newbury Street

Portland, ME 04401

207-761-9000

jason@portcityarch.com

6. Conceptual project information and conceptual drawings are intended to provide a preliminary idea of the scope of the project and are available only as PDF documents from the Port City Plan Room. www.portcityarch.com.

13 a.b.

Kennebunkport Public Health

August 1, 2015

At: Kennebunkport Board of Selectmen

Laurie Smith Kennebunkport Town Manager

Please accept these 2 donations in Kathy Jones' memory. The donors wish to remain anonymous
Gift #1 \$50.

Gift#2 \$25

These are to be dedicated towards the Kennebunkport Emergency Fuel Program.


A handwritten signature in cursive script, appearing to read "Judy Bant", with a long horizontal flourish extending to the right.

2901

52-36/112 ME
494

7.27.15

Date _____

Pay to the order of Kipat Public Health Emergency Fund \$ 25 —
Twenty five dollars no xx Dollars  Secure Central Deposits Unit

Bank of America 

ACH R/T 011200368


ACH R/T 011200365
Memo Kathy Jones Memory

201

52-7450/2112

1138

DATE 7/27/15

PAY TO KENNEBUNKPORT FUEL FUND \$ 50.00
THE ORDER OF Fifty 00/100 DOLLARS 

Kennebunk Savings
MEMO Memory of Kathy Jones

11/11/11

SPECIAL TV ON LINE

KENNEBUNKPORT PUBLIC HEALTH

August 1, 2015

ATT: Jennifer Lord

Please deposit these 2 checks in the Kennebunkport Emergency Fuel Account 29-08-01-50. Both donors wish to remain anonymous.

Gift # 1: \$50

Gift # 2:\$25

13 c.d.

Kennebunkport Public Health

August 4, 2015

At: Kennebunkport Board of Selectmen

Laurie Smith Kennebunkport Town Manager

Please accept these donations in Kathy Jones' memory. The donors wish to remain anonymous. These gifts are to be dedicated towards the Kennebunkport Emergency Fuel Program.

A handwritten signature in dark ink, appearing to be a stylized 'L' or 'J' followed by a long horizontal stroke.

DATE

July 28 2015

• DELIVER OFFERS CONCEPTS
SPECIALTY BLUE HIGH SECURITY



PAY TO
THE ORDER OF

Kennebunk Port Public Health
Forty $\frac{5}{100}$

\$ 40 $\frac{5}{100}$

DOLLARS

Heat
Reactive
Ink

Kennebunk Savings

MEMO emergency rct (catly Jones)

LOOK FOR FRAUD-DETECTING FEATURES INCLUDING THE SECURITY SQUARE AND HEAT-REACTIVE INK. DETAILS ON BACK.

DATE

7-30-15

• DELIVER OFFERS CONCEPTS
SPECIALTY BLUE HIGH SECURITY



PAY TO
THE ORDER OF

K Port. Pub. Health Emer. Fund \$ 25.00
Twenty Five and $\frac{10}{100}$

DOLLARS

Heat
Reactive
Ink

Kennebunk Savings

In Memoriam: Kathy Jones

LOOK FOR FRAUD-DETECTING FEATURES INCLUDING THE SECURITY SQUARE AND HEAT-REACTIVE INK. DETAILS ON BACK.

KENNEBUNKPORT PUBLIC HEALTH

August 4, 2015

ATT: Jennifer Lord

Please deposit these donations in the Kennebunkport Emergency Fuel Account 29-08-01-50. The donors wish to remain anonymous.

Check#1 \$25.

Check #2 \$40

13e

Kennebunkport Public Health

August 3, 2015

At: Kennebunkport Board of Selectmen
Laurie Smith Kennebunkport Town Manager


Please accept this \$75. Donation in Kathy Jones' memory. The donor wishes to remain anonymous
This gift is to be dedicated towards the
Kennebunkport Emergency Fuel Program.

52-7450/2112 1386

Kennebunk, ME 04043

PAY TO THE ORDER OF K'port Public Health Fuel Fund \$ 75.00

Seventy-five & 00/100 DOLLARS

 Kennebunk Savings

MEMO _____

711 1 705


[Handwritten signature]

KENNEBUNKPORT PUBLIC HEALTH

August 3, 2015

ATT: Jennifer Lord

Please deposit this donation of \$75.00 in the Kennebunkport
Emergency Fuel Account 29-08-01-50. The donor wishes to
remain anonymous.

52-7450/2112		1386
KENNEBUNK, ME 04043		DATE _____
PAY TO THE ORDER OF	<u>K'port Public Health Fuel Fund</u>	\$ <u>75.00</u>
<u>Seventy-five & 00/100</u>		DOLLARS
		Security Features Included Details on Back
Kennebunk Savings		
MEMO _____		MP

13f.g.

Kennebunkport Public Health

August 7, 2015

At: Kennebunkport Board of Selectmen
Laurie Smith Kennebunkport Town Manager

Please accept these donations in Kathy Jones' memory. The donors wish to remain anonymous
These gifts are to be dedicated towards the
Kennebunkport Emergency Fuel Program.

1577

53-13/118 MA
28577

8/11/15

Pay To The Order of Kennebunkport Public Health \$ 100.00
One hundred ⁰⁰/₁₀₀

Bank of America

ACH R/T 011000138

Katherine Jones - in memory

Harland Clarke

046-5229

DATE Aug 7 2015

PAY TO THE ORDER OF Kennebunkport Emey. Fuel Progm \$ 50.00
Fifty DOLLARS

Kennebunk Savings

MEMO Donation

11 11 11 11 11 11 11 11 11 11

LOOK FOR FRAUD-USE WITHIN 3 MONTHS

KENNEBUNKPORT PUBLIC HEALTH

August 7, 2015

ATT: Jennifer Lord

Please deposit these donations in the Kennebunkport Emergency Fuel Account 29-08-01-50. The donors wish to remain anonymous.

Check#1 \$100.

Check #2 \$50

13h

Kennebunkport Public Health

August 7, 2015

At: Kennebunkport Board of Selectmen
Laurie Smith Kennebunkport Town Manager

Please accept this generous donation in Kathy Jones' memory. The donor wishes to remain anonymous
This gift is to be dedicated towards the
Kennebunkport Emergency Fuel Program.

8892

58-3/116
140

8/3/15
Date

Pay to the
Order of

Kennebunkport Public Health

\$ 50. ⁰⁰/₁₀₀

~~Fifty Dollars~~

⁰⁰/₁₀₀ Dollars

Security
Features
Details on
Back



America's Most Convenient Bank®

For

In Memory of: Kathy Jones

TD Bank N.A.

Hayland Clarke

KENNEBUNKPORT PUBLIC HEALTH

August 7, 2015

ATT: Jennifer Lord

Please deposit this donation of \$50.00 in the Kennebunkport
Emergency Fuel Account 29-08-01-50. The donors wish to remain
anonymous.

8892
58-3/116
140

8/3/15 Date

Pay to the Order of Kennebunkport Public Health \$ 50. 00/100

Fifty Dollars 00/100 Dollars

TD Bank
America's Most Convenient Bank®

For In Memory of: Katherine Toner

Security Features Details on Back

(131.)
Kennebunkport Public Health
P.O. Box 367 • Kennebunkport, Maine 04046
207-967-4401 • Fax: 207-967-3633

Kennebunkport Public Health

August 10, 2015


At: Kennebunkport Board of Selectmen
Laurie Smith Kennebunkport Town Manager

Please accept this generous donation in Kathy Jones' memory. The donor wishes to remain anonymous
This gift is to be dedicated towards the
Kennebunkport Emergency Fuel Program.


3089
52-68/112
148

August 10, 2015
Date

Pay to the Order of Kennebunkport Public Health \$ 100.00
One hundred and 00/100 Dollars

 KeyBank National Association
Kennebunk, Maine 04043
1-800-KEY2YOU Key.com

For Kathy Jones

 Security Features Details on Back

KENNEBUNKPORT PUBLIC HEALTH

August 10, 2015

ATT: Jennifer Lord

Please deposit this donation of \$100.00 in the Kennebunkport
Emergency Fuel Account 29-08-01-50. The donors wish to remain
anonymous.

DIANNA C ROBERTS
1 RIDGEWOOD CIR
KENNEBUNK, ME 04043-7339

3089

52-68/112
148

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