



TOWN OF KENNEBUNKPORT, MAINE

**Board of Selectmen Agenda - AMENDED**  
**May 11, 2023, @ 6:00 PM**  
**VILLAGE FIRE STATION**  
**32 North Street**

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**This is an in-person meeting, but the public may join in Zoom webinar format**

Join by **computer or mobile device** and click on:

<https://us06web.zoom.us/j/84539116596>

or go to **Zoom** and enter the **webinar ID: 845 3911 6596**

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

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1. Call to Order.
2. Approve the April 27, 2023, selectmen meeting minutes.
3. Public Forum (This is an opportunity for anyone who wants to address the Board of Selectmen with any issue that is not on the agenda.)
4. Public hearing and consideration of a new liquor license submitted by Ultramar Restaurant, Olivos, LLC, located at 77 Pier Rd.
5. Public hearing on a proposed amendment to Chapter 160-11, unlawful parking, of the General Ordinances regarding parking at the Cape Porpoise Pier.
6. Revision of the Pier rules to allow for one parking permit per pier member from May 15 – October 15.
7. Public hearing on the following ordinance questions on the June 13 municipal ballot:
  - a. Administrative Code revision regarding Cape Porpoise Pier Committee members.
  - b. Administrative Code revision regarding days of annual town meeting.
  - c. Land Use Ordinance revision regarding accessory dwelling units.
  - d. Land Use Ordinance revision regarding private road construction.

- e. Authorize easement deed for St. Ann's Episcopal church.
  - f. Authorize purchase and sale agreement to purchase land on Langsford Road for boat access.
8. Approve the street opening permit submitted by Geoff Bowley / Agent of Fullsend Holdings LLC, to excavate the ledge within Stone Rd row.
  9. Consider Arbor Day Proclamation.
  10. Accept a \$200.00 donation from Alexander Lachiatto to the Nurses account.
  11. Accept a \$49 donation from Bill Guay for lighting the Drown Memorial.
  12. Other Business.
    - a. Candidates' night scheduled for Tuesday, May 30 at 6:00 pm.
  13. Approve the May 11, 2023, Treasurer's Warrant.
  14. Adjournment.

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# **AGENDA ITEM DIVIDER**

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Town of Kennebunkport  
Board of Selectmen Meeting  
April 27, 2023  
6:00 PM

**MINUTES**

**Selectmen attending:** Edward Hutchins, Allen Daggett, Michael Weston.

**1. Call to Order:**

Selectman Hutchins called the meeting to order at 6:00 PM.

**2. Approve the April 13, 2023, selectmen meeting minutes:**

**Motion** by Selectman Daggett, seconded by Selectman Hutchins, to approve the April 13, 2023, selectmen meeting minutes. **Voted:** 3-0. **Motion passed.**

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

No meeting attendees came forward with any issues.

**No motion was necessary. No action was taken.**

**4. Consider the renewal of liquor and special amusement licenses submitted by Alisson's Restaurant, Alisson's/Docksquare LTD, located at 11 Dock Square:**

**Motion** by Selectman Daggett, seconded by Selectman Weston, to renew liquor and special amusement licenses submitted by Alisson's Restaurant, Alisson's/Docksquare LTD, located at 11 Dock Square. **Voted:** 3-0. **Motion passed.**

**5. Certification of the referendum questions for the June town meeting warrant:**

**Motion** by Selectman Daggett, seconded by Selectman Weston, to certify the referendum questions for the June town meeting warrant. **Voted:** 3-0. **Motion passed.**

**6. Authorize and sign the June 2023 town meeting warrant:**

**Motion** by Selectman Daggett, seconded by Selectman Weston, to approve the June 2023 town meeting warrant. **Voted:** 3-0. **Motion passed.**

**7. Countersign the RSU 21 Budget Validation Referendum Election Warrant:**

**Motion** by Selectman Daggett, seconded by Selectman Weston, to approve the RSU 21 Budget Validation Referendum Election Warrant. **Voted:** 3-0. **Motion passed.**

**8. Authorize Wastewater Commitment for FY23:**

**Motion** by Selectman Daggett, seconded by Selectman Weston, to authorize the Wastewater commitment for FY23. **Voted:** 3-0. **Motion passed.**

**9. Set a public hearing date of May 11, 2023, to consider ordinance revisions on the June 13, 2023, town meeting ballot:**

Chairman Hutchins added that this was an opportunity for the public to weigh in on the ballot questions.

**Motion** by Selectman Daggett, seconded by Selectman Weston, to set a public hearing date of May 11, 2023, to consider ordinance revisions on the June 13, 2023, town meeting ballot. **Voted:** 3-0. **Motion passed.**

**10. Award bid for heater replacement at the Public Works garage:**

Public Works Director Chris Simeoni explained to the Board that the heat exchanger in the heater at the Public Works garage had failed. The unit is not serviceable and must be replaced. He sought several bids for replacement and recommended we go with Branch Brook, which had the lowest bid of \$8,370.

**Motion** by Selectman Weston, seconded by Selectman Daggett, to proceed with the purchase of the replacement heater from Branch Brook for \$8,370. **Voted:** 3-0. **Motion passed.**

**11. Public Safety Committee recommendation on the South Main Street traffic issues brought up by David Strachan:**

Mr. Strachan noted that in the recent report that came out, other than a brief mention on the first page, there were no other references to pedestrian traffic on South Maine Street. He appreciated the reference to the stop sign issue but thinks more study is needed in regard to pedestrian traffic in this area. Selectman Weston noted that there is a ledge in many places along this street, constraining the ability to install sidewalks. However, he advocates the installation of sidewalks where possible here and in other areas of town where pedestrian safety is an issue. Selectman Daggett asked about street lighting along the road. Mr. Strachan and Chris responded that there were lights

near the pump station. Chairman Hutchins said the next step is to conduct a public hearing on the possibility of installing sidewalks, and that should happen soon.

**No motion was necessary. No action was taken.**

**12. Town Clerk's Week Proclamation:**

Town Clerk Tracey O'Roak came to the podium while Chairman Hutchins read the proclamation, declaring that the week of April 30<sup>th</sup> through May 6<sup>th</sup> is a Professional Municipal Clerks' Week. He further stated his appreciation and respect to Tracey and all Town Clerks for standing up and doing what was right during the daunting circumstances of the 2020 elections.

Tracey provided a brief history of the Annual Professional Clerk's Week. She also praised her staff, Rose Wills and Audrey Williamson, for the work they do and the varied duties they perform, summing up with a short poem about Town Clerks.

**Motion** by Selectman Daggett, seconded by Selectman Weston, to proclaim the week of April 30<sup>th</sup> through May 6<sup>th</sup> as Professional Municipal Clerks' Week. **Voted:** 3-0. **Motion passed.**

**13. Award purchase of Fire Department Rescue Boat:**

Fire Chief Jay Everett explained that even though he has sent out the current rescue boat to have the seams re-sealed, it still has slow leaks and loses enough air as not to be seaworthy after about two weeks, requiring it to be pumped up again. He was able to find another Zodiac-style inflatable boat in Maine which was a low bid of \$12,600. The capital funds for this purchase will be taken from the unused amount when previously purchasing the chief's replacement vehicle. The Selectmen discussed several possibilities for the disposal of the existing boat.

**Motion** by Selectman Daggett, seconded by Selectman Weston, to purchase a replacement rescue boat for \$12,600. **Voted:** 3-0. **Motion passed.**

**14. Consider Goose Rocks Beach Advisory Committee Recommendation to fund Piping Plover Education Coordinator for \$5,000:**

**Motion** by Selectman Daggett, seconded by Selectman Weston, to fund a Piping Plover Education Coordinator for \$5,000. **Voted:** 3-0. **Motion passed.**

**15. Other business:**

None of the Selectmen, nor Town Manager Laurie Smith had any other business.

**No motion was necessary. No motion was taken.**

**16. Approve the April 27, 2023, Treasurer's Warrant:**

**Motion** by Selectman Daggett, seconded by Selectman Weston, to approve the April 27, 2023, Treasurer's Warrant. **Voted: 3-0. Motion passed.**

**17. Adjournment:**

**Motion** by Selectman Daggett, seconded by Selectman Weston, to approve the April 27, 2023, Treasurer's Warrant. **Voted: 3-0. Motion passed.**

Meeting adjourned at 6:23 PM.

Submitted by,  
Dave Powell,  
Technology Specialist

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# **AGENDA ITEM DIVIDER**

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**Town of Kennebunkport  
Public Hearing on  
Proposed Amendment to Chapter 160-11, unlawful parking,  
of the General Ordinances**

The Town of Kennebunkport Board of Selectmen will conduct a public hearing on Thursday, May 11, 2023, at 6:00 PM at the Village Fire Station on the following proposed amendment to the Kennebunkport ordinance – Part 1 General Ordinances, Article II Traffic and Parking Control, Chapter 160-11, Parking Control Regulations.

The revision is listed below:

Section 160.-11 Parking control regulations – Pier Road

All posted parking spaces require a permit from May 15 through October 15<sup>th</sup> between the hours of 4:00 am and 10:00 am for the use of Permitted Pier members only.

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# **AGENDA ITEM DIVIDER**

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## **Town of Kennebunkport**

### **Cape Porpoise Pier Rules and Regulation**

#### **1. Authority**

These rules and regulations are adopted by the Board of Selectmen pursuant to the Administrative Code, Article I – 1.2.9(n) and the Cape Porpoise Pier Ordinance Section 5 – Regulations.

#### **2. Purpose**

The Inhabitants of Kennebunkport have authorized the Board of Selectmen to operate a fish pier in Cape Porpoise Harbor for the convenience and economic well-being of the Town. The Selectmen have been charged with establishing rules and regulations governing the use and operation of the Cape Porpoise Pier in order to ensure its primary use as a fish pier while maintaining public access to the water.

#### **3. Enforcement**

The Pier Manager, Harbormaster, and all law enforcement officers have the authority to enforce these rules and regulations.

#### **4. Definitions**

- a. **Commercial Fisherman:** one who makes the majority of their income from lobstering and/or fin fishing, not to include tuna fishing.
- b. **Dealer:** a licensed wholesale or retail lobster dealer who buys and sells lobsters.
- c. **Commercial:** concerned with or engaged in commerce related to fishing with the intention of making a profit.

#### **5. General Provisions:**

- a. Non-compliance with pier rules and regulations may result in fines and/or the loss of pier privileges.
- b. The Pier operating hours will be from 8:00 am until 4:00 excepting Town holidays. The Pier Manager is allowed approved time off.
- c. Service vehicles are allowed on the pier, provided the vehicle is not left unattended.
- d. There will be no recreational swimming or diving from the pier.
- e. There is a 10 pm curfew for all non-commercial use of the pier.
- f. All refuse must be deposited in the containers supplied for this purpose, and all waste oil must be deposited off property.

- g. The discharge, disposal, or dumping of oil, dead fish, or parts, rubbish, refuse, or debris from the Fish Pier, Vessel or other sources into or on the tidewaters or shores is strictly prohibited.
- h. There will be no drain oil left in trash containers or on pier premises.
- i. There will be no above-ground fuel or gasoline tanks left on pier complex, including the parking lot.
- j. There will be no dressing of fish at the pier.
- k. Hand fishing, sightseeing and buying fish and lobsters for personal consumption are permitted.
- l. The drinking of alcoholic beverages is prohibited at the fish pier, when off restaurant premises.
- m. It shall be the responsibility of each Captain to comply with these regulations and further be responsible for the clean-up of the area immediately after loading/unloading.

6. Pier Rules:

a. Storage:

- i. There will be no dead storage on wharf, ramps, or floats, or adjacent owned town property. Dead storage shall include, but not be limited to: lobster traps, barrels, rope, buoys, nets, lobster crates, mooring gear, boat gear, wood, metal, fiberglass, and any other personnel or marine related gear.
- ii. Gear may be left no longer than 72 hours (3 days), unless it is related to major storm damage, then a grace period may be extended by the Pier Committee.
- iii. A fine of \$3.00 per unit will be levied against the owner of gear left beyond the 72 hours, 3 day grace period. At the end of 6 days, if the fine has not been paid and gear removed, the fine will be doubled and the violator will be reviewed by the Pier Committee, and forwarded to the Selectmen with their recommendations.

b. Punt Floats:

- i. Boats up to and including 14' in length will be allowed at the punt float.
- ii. Mooring permit numbers must be affixed to all punts using the punt float. Any punts without proper demarcation will be removed.
- iii. Any derelict punts left unattended for 48 hours are subject to removal at owner's expense.
- iv. No bait will be taken down the punt ramp.

- c. Bait Shed:
  - i. The bait shed will be kept clean in good repair.
  - ii. Each person holding space in the bait shed will be responsible for keeping his or her own area clean. Those not in compliance will be brought before the Town Manager and Pier Committee and then forwarded to the Board of Selectmen for disciplinary action.
  - iii. The bait shed will be used strictly for bait.
  - iv. The bait space maximum limit will be determined based upon available space by the Pier Manager.
- d. There will be no overnight docking except by permission of the Pier Manager. The pier manager may authorize overnight dockage for up to 48 hours.
- e. No vessel may be left unattended under the hoist of the pier for a period of more than  $\frac{1}{4}$  (one-quarter) hour. In no event, shall any vessel not actively using said facilities for loading or unloading remain there, when any other vessel requires the use of said facilities for said purposes.

## 7. Pier Member Fees

Pier members shall pay applicable fees for access and use of the pier. Use of pier facilities be dependent upon the categories of use. Commercial Pier membership will include access to the punt float, bait shed, fuel, fresh water, and use of pier and cranes. Recreational Pier members will have access to fuel, fresh water, and punt float.

The Pier Committee will review the fees on a regular basis and recommend annual Cost of Living Adjustment increases to the Board of Selectmen. The Selectmen will determine the annual fees prior to the annual billing cycle.

Pier users / members will pay their annual pier dues for the first boat. Any additional boats will be charged at \$5.00 /ft.

Commercial pier users who have a debilitating illness may apply for a waiver fee (\$100) each year the illness prevents them from fishing. The application will be submitted to the Pier Committee for review and approval.

Pier Members will be billed each year, and bills will be due and payable within 30 days. After 60 days, all unpaid bills will be forwarded to the Board of Selectmen for dispensation. Pier members with accounts 60 days or

greater past due may be removed from the Pier Member schedule and all member privileges will be revoked.

8. Fuel

For the convenience of Pier Members the Town of Kennebunkport sells fuel at the Cape Porpoise Pier. Pier members may apply for a key to charge fuel at their convenience. Due to the limited number of keys, commercial fishermen will have first priority. The Pier Manager will assign keys. Pier Members may charge fuel for up to 15 days. Any member who has not paid in full will be restricted from any future fuel charges immediately. Fuel privileges will be restored if the member pays within 30 days. After three past due fuel incidents the Pier Member will lose all future fuel charge privileges. Pier Members may use a credit card to charge fuel with a surcharge applied to the purchase.

9. Parking / Traffic

- a. Parking in the pier parking area shall be permitted for the following uses, in order of priority: (1) individuals paying pier dues to the Town; (2) users of the Cape Porpoise Pier for its primary use as a public fish pier, such as fishermen, vendors and others conducting business or performing services associated with the Pier; (3) users (including staff) of any businesses leased by the Town and located on Town-owned property on the Cape Porpoise Pier for the operation of businesses incidental to a public fish pier such as food take-out, restaurant, ship store, retail and wholesale, and lobster pounds; and (4) members of the general public who wish to access the Pier for sightseeing or recreation; and (5) other users by permission of the Town.
- b. No vehicle may stop, stand or park in the Pier parking area between the dates of May 15 and September 15 for the purpose of launching a kayak, canoe or other hand-carry boat or flotation device. The Town may assign personnel to permit, manage and direct the parking of vehicles in the Pier parking area.
- c. Each pier member will be allocated one parking permit each year to be used in the designated parking spaces from May 15 – October 15.
- d. Vehicles illegally parked, or not parked within designated areas are subject to being towed at the owner's expense.
- e. There will be no overnight parking allowed except for pier members on multiple day fishing trips.

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# **AGENDA ITEM DIVIDER**

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STATE OF MAINE  
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES  
BUREAU OF ALCOHOLIC BEVERAGES AND LOTTERY OPERATIONS  
DIVISION OF LIQUOR LICENSING AND ENFORCEMENT

## Application for an On-Premises License

*All Questions Must Be Answered Completely. Please print legibly.*

### Section I: Licensee/Applicant(s) Information; Type of License and Status

Division Use Only	
License No:	
Class:	By:
Deposit Date:	
Amt. Deposited:	
Payment Type:	
OK with SOS:    Yes <input type="checkbox"/> No <input type="checkbox"/>	

Legal Business Entity Applicant Name (corporation, LLC): Olivos, LLC	Business Name (D/B/A): Ultramar Restaurant
Individual or Sole Proprietor Applicant Name(s): German Lucarelli	Physical Location: 77 Pier Road, Kennebunkport, ME 04046
Individual or Sole Proprietor Applicant Name(s):	Mailing address, if different: 62 Mills Road, Kennebunkport, ME 04046
Mailing address, if different from DBA address:	Email Address: galucarelli@gmail.com
Telephone #                      Fax #: 646-241-7600	Business Telephone #                      Fax #: 207-987-2001
Federal Tax Identification Number: 92-0758798	Maine Seller Certificate # or Sales Tax #: 1008-3904
Retail Beverage Alcohol Dealers Permit:	Website address: ultramarrestaurant.com

1. New license or renewal of existing license?    ☒ New                      Expected Start date: 05/01/2023
- ☐ Renewal                      Expiration Date: 04/30/2023

2. *Estimate* The dollar amount of gross income for the licensure period that will end on the expiration date above:

Food:                      \$ 1,800,000.00                      Beer, Wine or Spirits: \$ 600,000.00                      Guest Rooms: \$ 0.00

3. Please indicate the type of alcoholic beverage to be sold: (check all that apply)

☒ Malt Liquor (beer)    ☒ Wine    ☒ Spirits



4. Indicate the type of license applying for: (choose only one)

- |  |  |   |
|--|--|---|
| <input checked="" type="checkbox"/> Restaurant<br>(Class I, II, III, IV)   | <input type="checkbox"/> Class A Restaurant/Lounge<br>(Class XI)         | <input type="checkbox"/> Class A Lounge<br>(Class X)  |
| <input type="checkbox"/> Hotel<br>(Class I, II, III, IV)   | <input type="checkbox"/> Hotel – Food Optional<br>(Class I-A)            | <input type="checkbox"/> Bed & Breakfast<br>(Class V) |
| <input type="checkbox"/> Golf Course (included optional licenses, please check if apply)<br>(Class I, II, III, IV) | <input type="checkbox"/> Auxiliary                                       | <input type="checkbox"/> Mobile Cart                  |
| <input type="checkbox"/> Tavern<br>(Class IV)  | <input type="checkbox"/> Other: _____                                    |   |
| <input type="checkbox"/> Qualified Caterer   | <input type="checkbox"/> Self-Sponsored Events (Qualified Caterers Only) |   |

Refer to Section V for the License Fee Schedule on page 9

5. Business records are located at the following address:

62 Mills Road, Kennebunkport, ME 04046

6. Is the licensee/applicant(s) citizens of the United States? ☒ Yes ☐ No

7. Is the licensee/applicant(s) a resident of the State of Maine? ☒ Yes ☐ No

**NOTE: Applicants that are not citizens of the United States are required to file for the license as a business entity.**

8. Is licensee/applicant(s) a business entity like a corporation or limited liability company?

☒ Yes ☐ No If Yes, complete Section VII at the end of this application

9. For a licensee/applicant who is a business entity as noted in Section I, does any officer, director, member, manager, shareholder or partner have in any way an interest, directly or indirectly, in their capacity in any other business entity which is a holder of a wholesaler license granted by the State of Maine?

☐ Yes ☒ No

☐ Not applicable – licensee/applicant(s) is a sole proprietor

10. Is the licensee or applicant for a license receiving, directly or indirectly, any money, credit, thing of value, endorsement of commercial paper, guarantee of credit or financial assistance of any sort from any person or entity within or without the State, if the person or entity is engaged, directly or indirectly, in the manufacture, distribution, wholesale sale, storage or transportation of liquor.

☐ Yes ☒ No

If yes, please provide details: \_\_\_\_\_

11. Do you own or have any interest in any another Maine Liquor License? ☐ Yes ☐ No

If yes, please list license number, business name, and complete physical location address: (attach additional pages as needed using the same format)

Name of Business	License Number	Complete Physical Address
Asador, LLC/The Lost Fire	CAR-2018-11253	62 Mills Road, Kennebunkport, ME 04046

12. List name, date of birth, place of birth for all applicants including any manager(s) employed by the licensee/applicant. Provide maiden name, if married. (attach additional pages as needed using the same format)

Full Name	DOB	Place of Birth
German Lucarelli	03/24/1972	Buenos Aires, Argentina
Residence address on all the above for previous 5 years		
Name	Address:	
German Lucarelli	62 Mills Road, Kennebunkport, ME 04046	
Name	Address:	
Name	Address:	
Name	Address:	

13. Will any law enforcement officer directly benefit financially from this license, if issued?

☐ Yes ☒ No

If Yes, provide name of law enforcement officer and department where employed:

\_\_\_\_\_

14. Has the licensee/applicant(s) ever been convicted of any violation of the liquor laws in Maine or any State of the United States? ☐ Yes ☒ No

If Yes, please provide the following information and attach additional pages as needed using the same format.

Name: \_\_\_\_\_ Date of Conviction: \_\_\_\_\_

Offense: \_\_\_\_\_ Location: \_\_\_\_\_

Disposition: \_\_\_\_\_

15. Has the licensee/applicant(s) ever been convicted of any violation of any law, other than minor traffic violations, in Maine or any State of the United States? ☐ Yes ☒ No

If Yes, please provide the following information and attach additional pages as needed using the same format.

Name: \_\_\_\_\_ Date of Conviction: \_\_\_\_\_

Offense: \_\_\_\_\_ Location: \_\_\_\_\_

Disposition: \_\_\_\_\_

16. Has the licensee/applicant(s) formerly held a Maine liquor license? ☐ Yes ☒ No

17. Does the licensee/applicant(s) own the premises? ☒ Yes ☐ No

If No, please provide the name and address of the owner:

\_\_\_\_\_

18. If you are applying for a liquor license for a Hotel or Bed & Breakfast, please provide the number of guest rooms available: \_\_\_\_\_

19. Please describe in detail the area(s) within the premises to be licensed. This description is in addition to the diagram in Section VI. (Use additional pages as needed)

Basement level bar & grill, main level full service upscale restaurant w/ kitchen that services both  
eating areas.

20. 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?

Name: Church on the Cape

Distance: 0.7 miles

## Section II: Signature of Applicant(s)

By signing this application, the licensee/applicant understands that false statements made on this application are punishable by law. Knowingly supplying false information on this application is a Class D Offense under Maine's Criminal Code, punishable by confinement of up to one year, or by monetary fine of up to \$2,000 or by both.

Please sign and date in blue ink.

Dated: 4/13/23

  
Signature of Duly Authorized Person

GERMAN LUCONELLI  
Printed Name Duly Authorized Person

\_\_\_\_\_  
Signature of Duly Authorized Person

\_\_\_\_\_  
Printed Name of Duly Authorized Person

**Section III: For use by Municipal Officers and County Commissioners only**

The undersigned hereby certifies that we have complied with the process outlined in 28-A M.R.S. §653 and approve this on-premises liquor license application.

Dated: \_\_\_\_\_

Who is approving this application? ☐ Municipal Officers of \_\_\_\_\_

☐ County Commissioners of \_\_\_\_\_ County

- ☐ **Please Note:** The Municipal Officers or County Commissioners must confirm that the records of Local Option Votes have been verified that allows this type of establishment to be licensed by the Bureau for the type of alcohol to be sold for the appropriate days of the week. Please check this box to indicate this verification was completed.

Signature of Officials	Printed Name and Title

**This Application will Expire 60 Days from the date of  
Municipal or County Approval unless submitted to the Bureau**

Included below is the section of Maine's liquor laws regarding the approval process by the municipalities or the county commissioners. This is provided as a courtesy only and may not reflect the law in effect at the time of application. Please see <http://www.mainelegislature.org/legis/statutes/28-A/title28-Asec653.html>

§653. Hearings; bureau review; appeal

**1. Hearings.** The municipal officers or, in the case of unincorporated places, the county commissioners of the county in which the unincorporated place is located, may hold a public hearing for the consideration of applications for new on-premises licenses and applications for transfer of location of existing on-premises 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.

**Section VII: Required Additional Information for a Licensee/Applicant for an On-Premises Liquor License Who are Legal Business Entities**

Questions 1 to 4 of this part of the application must match information in Section I of the application above and match the information on file with the Maine Secretary of State's office. If you have questions regarding your legal entity name or DBA, please call the Secretary of State's office at (207) 624-7752.

*All Questions Must Be Answered Completely. Please print legibly.*

1. Exact legal name: Olivos LLC
2. Doing Business As, if any: Ultramar Restaurant
3. Date of filing with Secretary of State: 10/19/22 State in which you are formed: Maine
4. If not a Maine business entity, date on which you were authorized to transact business in the State of Maine:  
\_\_\_\_\_
5. List the name and addresses for previous 5 years, birth dates, titles of officers, directors, managers, members or partners and the percentage ownership any person listed: (attached additional pages as needed)

Name	Address (5 Years)	Date of Birth	Title	Percentage of Ownership
German Lucarelli	62 Mills Rd Kennebunkport, ME 04046	7/29/72	Member	100

(Ownership in non-publicly traded companies must add up to 100%.)

Date of this notice: 10-20-2022

Employer Identification Number:  
92-0758798

Form: SS-4

Number of this notice: CP 575 A

OLIVOS  
GERMAN A LUCARELLI SOLE MBR  
62 MILLS RD  
KENNEBUNKPORT, ME 04046

For assistance you may call us at:  
1-800-829-4933

IF YOU WRITE, ATTACH THE  
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 92-0758798. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

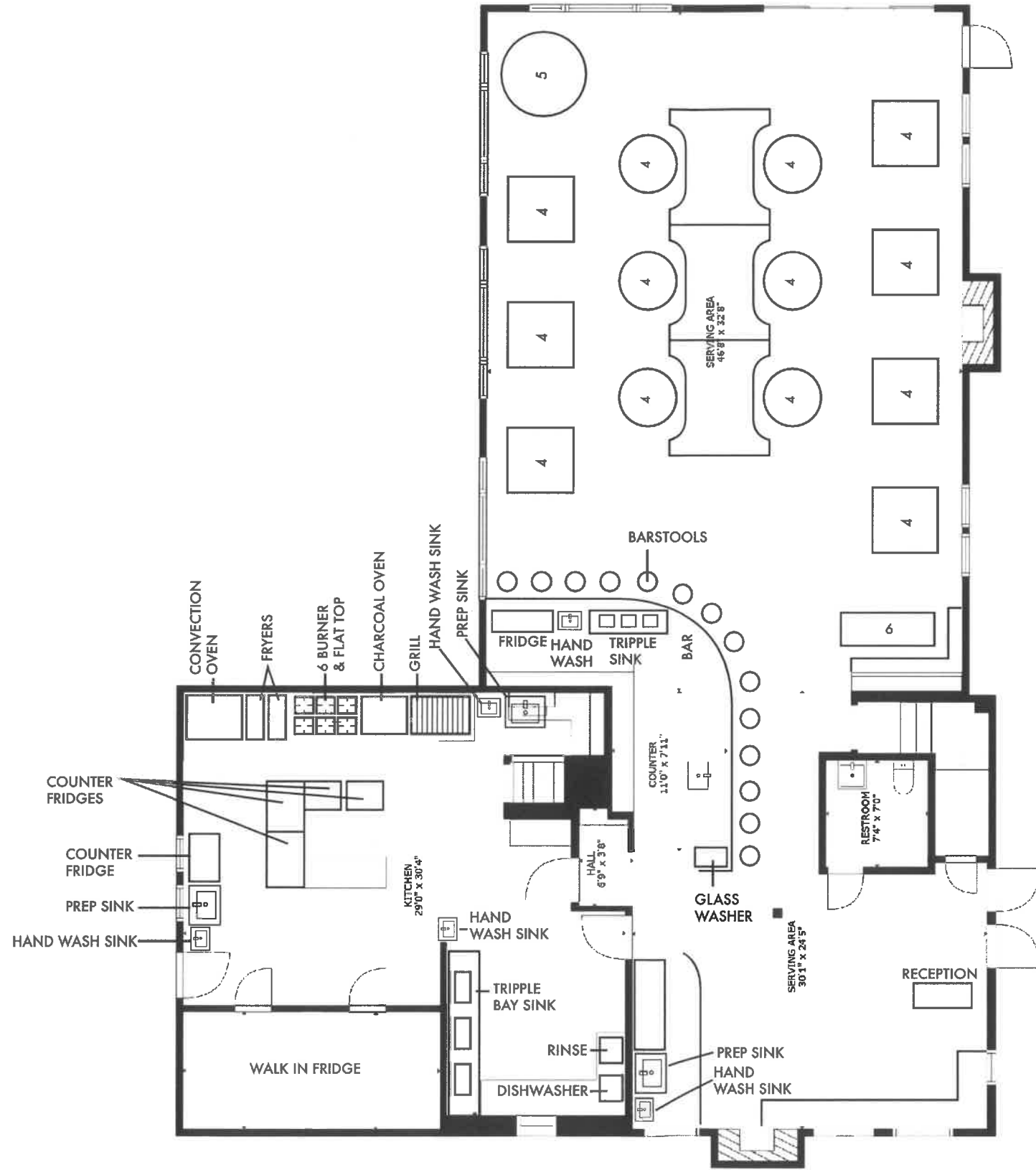
Form 941	10/31/2023
Form 940	01/31/2024

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

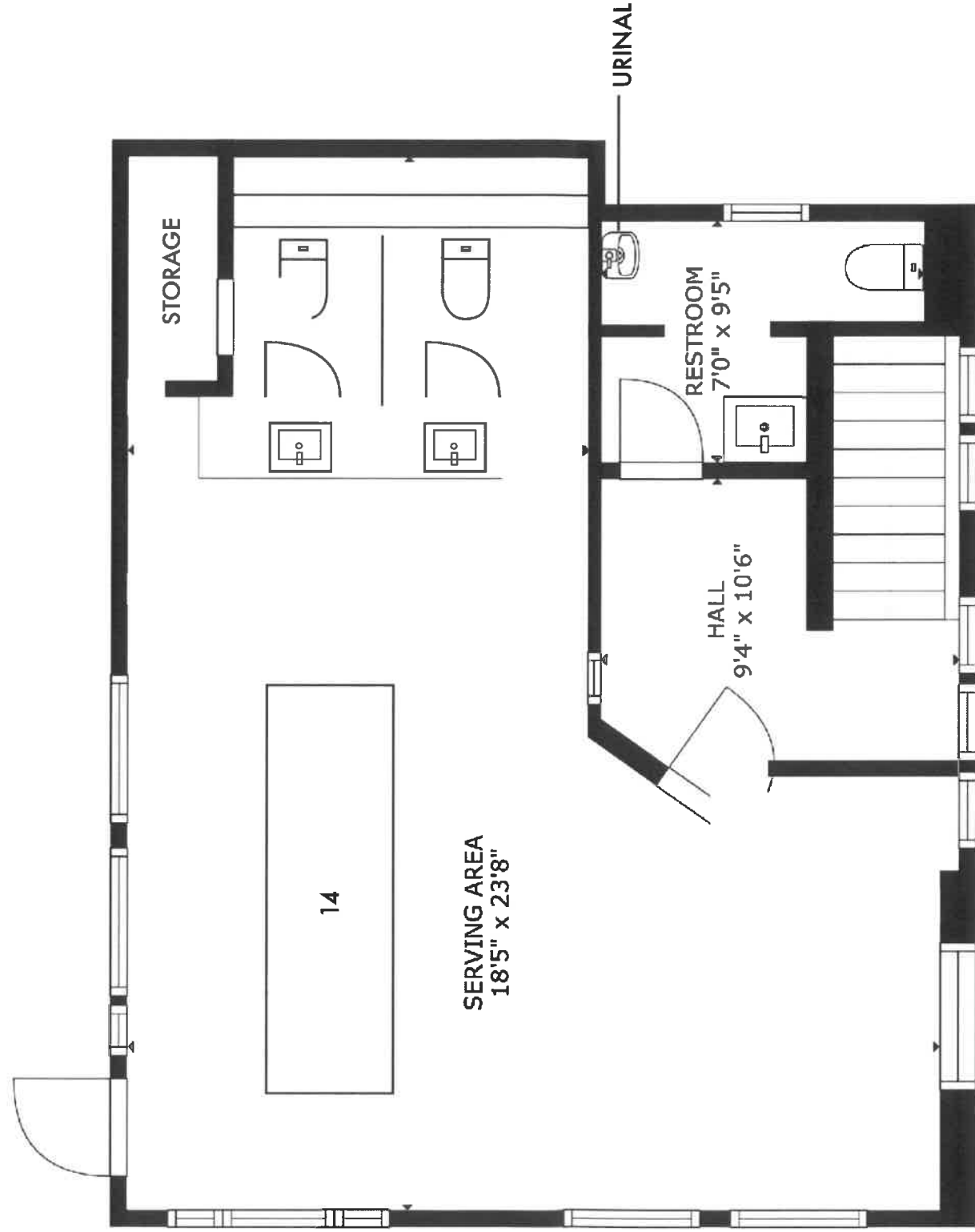
IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.

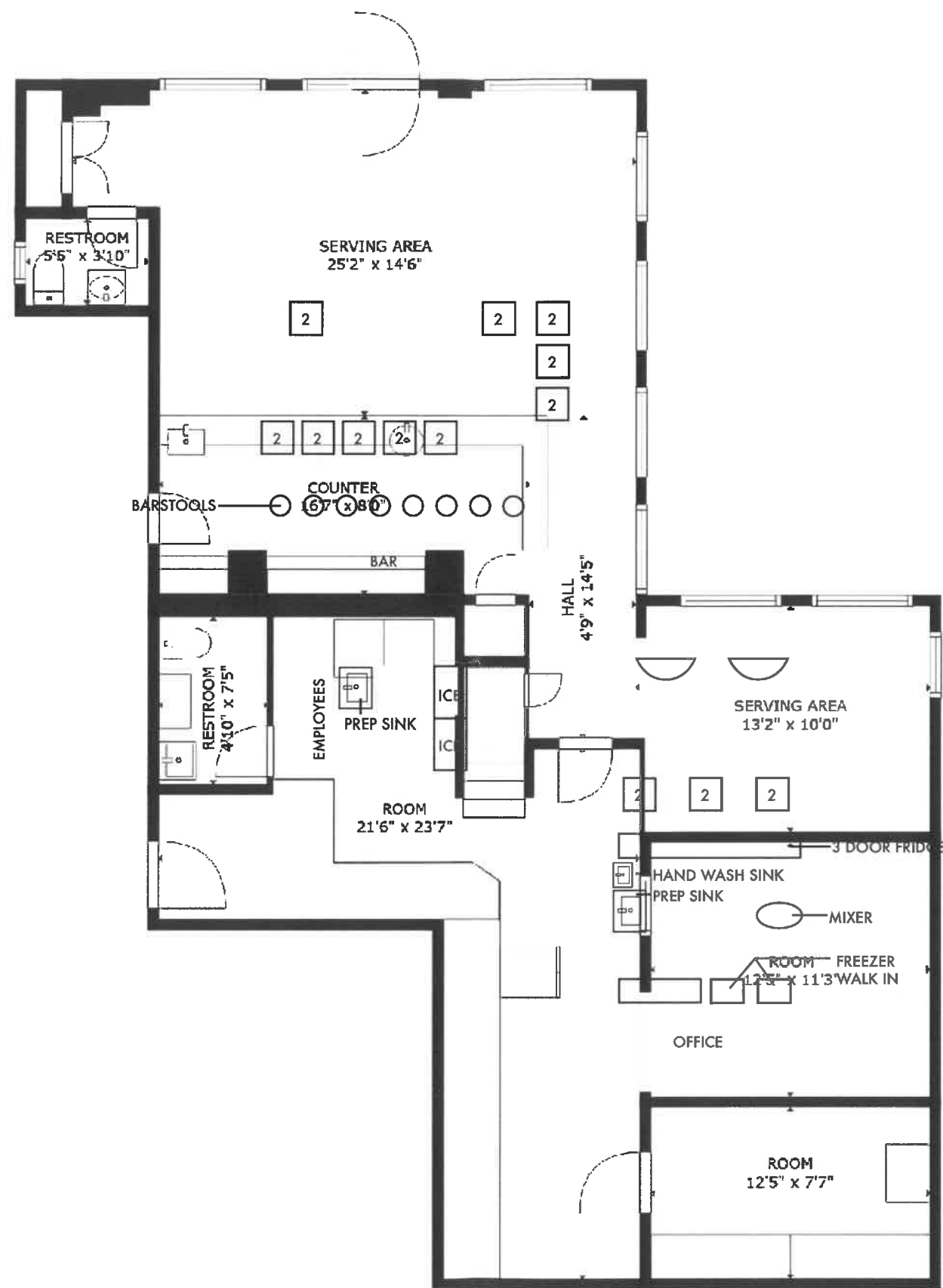


GROSS INTERNAL AREA  
FLOOR 1: 1373 sq. ft. FLOOR 2: 3204 sq. ft.  
FLOOR 3: 719 sq. ft.  
TOTAL: 5296 sq. ft.





GROSS INTERNAL AREA  
FLOOR 1: 1373 sq. ft. FLOOR 2: 3204 sq. ft.  
FLOOR 3: 719 sq. ft.  
TOTAL: 5296 sq. ft.  
DIMENSIONS ARE APPROXIMATE ACTUAL MAY VARY



GROSS INTERNAL AREA  
 FLOOR 1: 1373 sq. ft, FLOOR 2: 3204 sq. ft  
 FLOOR 3: 719 sq. ft  
 TOTAL: 5296 sq. ft

SIZE AND DIMENSIONS ARE APPROXIMATE. ACTUAL MAY VARY.

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# **AGENDA ITEM DIVIDER**

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Part I – General Ordinances  
Chapter 5 – Administrative Code  
Article IV. Boards and Committees

§ 5-30 **Cape Porpoise Pier Committee.**

A. ~~A.~~ Composition. The Cape Porpoise Pier Committee shall be composed of five or more members, 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~~ Commercial Fishermen.

B. Definition of Commercial Fisherman. An individual or business entity<sup>[AKT1]</sup> deriving greater than 50% of their annual income from activities directly concerned with the commercial harvest of wild or aquacultured marine organisms.

BC. Appointment. The Board of Selectmen shall appoint the members of the Cape Porpoise Pier Committee.

CD. Terms. The members of the Cape Porpoise Pier Committee shall serve for terms of one year.

DE. Organization. The members of the Cape Porpoise Pier Committee shall elect annually from its membership a Chair, a Vice Chair and a Secretary.

EF. Duties. The Cape Porpoise Pier Committee shall advise the Board of Selectmen on all matters addressed in the Cape Porpoise Pier Ordinance.

Part I – General Ordinances  
Chapter 5 – Administrative Code  
Article V. Annual and Special Town Meetings

§ 5-42 **Schedule; fiscal year.**

- A. The Annual Town Meeting shall convene on the second Tuesday of each June for the purpose of electing Town officials and for voting on referendum articles and other secret ballot articles and shall adjourn to ~~the Saturday~~ Wednesday evening immediately following the second Tuesday of June for the purpose of considering and adopting the budget and acting upon remaining business. ~~The terms of those elected Town officials whose terms would have expired in March on the date of the Annual Town Meeting shall be automatically extended to the date of the next corresponding Annual Town Meeting in June.~~ All Annual and Special Town Meetings shall be called in accordance with the provisions of the statutes of the State of Maine.
- B. The Town's fiscal year shall be July 1 through the following June 30, commencing July 1, 2002, with a six-month interim fiscal and budget year running from January 1, 2002, through June 30, 2002, to provide for the change in the fiscal year. In addition, property taxes will be billed on or about February 1, 2002, to fund the six-month interim budget and thereafter twice a year with half of the taxes to be billed on or about August 1 and the second half to be billed on or about February 1.

Part II – Zoning Ordinances  
Chapter 240 – Land Use  
Article 2. Terminology (regarding Accessory Apartments)

**§ 240-2.2 Definitions**

In this chapter, the following terms shall have the following meanings:

**ACCESSORY USE OR STRUCTURE**

A subordinate use or structure customarily incidental to and located on the same lot as the principal use or structure, such as a detached garage, workshop, or the like. Accessory uses, in the aggregate, shall not subordinate the principal use or structure on a lot. A deck or similar extension of the principal structure or a garage attached to the principal structure by a roof, or a common wall is considered part of the principal structure and may not be independently conveyed to the extent permitted by law.

**APARTMENT, ACCESSORY**

A separate dwelling unit which may be located within a single-family dwelling, attached to or sharing a wall with a single-family dwelling, or a detached accessory structure as permitted under § 240-7.1 of this chapter. An accessory apartment is an extension of use which and may not be independently conveyed except to the extent permitted by law. An accessory apartment may be considered an accessory dwelling unit under 30-A M.R.S.A. § 4364-B or an additional dwelling unit under 30-A M.R.S.A. § 4364-A, as determined by the municipal reviewing authority.

**DWELLING**

Any building or structure or portion thereof containing one or more dwelling units, but not including a motel, hotel, inn or similar use.

**A. SINGLE-FAMILY DWELLING**

A building designed or intended to be used exclusively for residential occupancy by one family only and containing only one dwelling unit, or one dwelling unit with an accessory apartment as permitted under § 240-7.1, including a modular home unit.

**B. TWO-FAMILY DWELLING**

A building designed or remodeled to be used exclusively for residential occupancy to two families living independently of one

another and containing two dwelling units. Each unit shall have not less than 650 square feet.

### **C. MULTIPLEX DWELLING**

A building for residential occupancy by three or more families living independently of one another and containing three or more dwelling units, including apartment buildings and condominiums, but excluding single-family dwellings with accessory apartments.

### **DWELLING UNIT**

One or more habitable rooms arranged, designed or intended to be used, or used as a complete housekeeping unit for one or more individuals living together as a family with independent living, cooking, sleeping, bathing and sanitary facilities. Recreational vehicles are not residential dwelling units. Within any Shoreland Zone, the term "dwelling unit" shall include seasonal rental units which meet the above definition, regardless of the time period rented.

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### § 240-4.3 Village Residential Zone

Permitted Uses	Conditional Uses Subject to Site Plan Review	Conditional Uses Subject to Zoning Board of Appeals Review
Accessory apartment	<del>Accessory apartment*</del>	Animal husbandry

~~\*See § 240-7.1J~~

### § 240-4.4 Village Residential East Zone

Permitted Uses	Conditional Uses Subject to Site Plan Review	Conditional Uses Subject to Zoning Board of Appeals Review
Accessory apartment	<del>Accessory apartment*</del>	Animal husbandry

~~\*See § 240-7.1J~~

### § 240-4.5 Dock Square Zone

Permitted Uses	Conditional Uses Subject to Site Plan Review	Conditional Uses Subject to Zoning Board of Appeals Review
Accessory apartment	<del>Accessory apartment**</del>	Child-care center

~~\*Exceptions to the requirement for Planning Board Site Plan Review Approval are set forth in § 490-10.2B(3).~~

~~\*\*See § 490-7.1J.~~



#### § 240-4.6 Riverfront Zone

Permitted Uses	Conditional Uses Subject to Site Plan Review	Conditional Uses Subject to Zoning Board of Appeals Review
Accessory apartment	<del>Accessory apartment*</del>	Child-care center

~~\*See § 240-7.1J.~~

#### § 240-4.7 Cape Arundel Zone

Permitted Uses	Conditional Uses Subject to Site Plan Review	Conditional Uses Subject to Zoning Board of Appeals Review
Accessory apartment	<del>Accessory apartment*</del>	Home occupation

~~\*See § 490-7.1J.~~

#### § 240-4.8 Goose Rocks Zone

Permitted Uses	Conditional Uses Subject to Site Plan Review	Conditional Uses Subject to Zoning Board of Appeals Review
Accessory apartment	<del>Accessory apartment*</del>	Child-care center

~~\*See § 490-7.1J.~~

#### § 240-4.9 Cape Porpoise East and Cape Porpoise West Zones

Permitted Uses	Conditional Uses Subject to Site Plan Review	Conditional Uses Subject to Zoning Board of Appeals Review
Accessory apartment	<del>Accessory apartment*</del>	Home occupation

~~\*See § 490-7.1J.~~

#### § 240-4.10 Cape Porpoise Square Zone

Permitted Uses	Conditional Uses Subject to Site Plan Review	Conditional Uses Subject to Zoning Board of Appeals Review
Accessory apartment	<del>Accessory apartment*</del>	Child-care center

~~\*See § 490-7.1J.~~

#### § 240-4.11 Free Enterprise Zone

Permitted Uses	Conditional Uses Subject to Site Plan Review	Conditional Uses Subject to Zoning Board of Appeals Review
Accessory apartment	<del>Accessory apartment*</del>	Child-care center

~~\*See § 490-7.1J.~~

#### § 240-4.12 Farm and Forest Zone

Permitted Uses	Conditional Uses Subject to Site Plan Review	Conditional Uses Subject to Zoning Board of Appeals Review
Accessory apartment	<del>Accessory apartment*</del>	Child-care center

~~\*See § 490-7.1~~

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## § 240-7.1 Accessory apartments

Accessory apartments may only be located in, attached to, or detached from a single-family dwelling, shall not be defined as a two-family or a multiplex, are allowed as a permitted use in all zones, except where otherwise noted in Subsection ~~J~~ D, and are subject to the limitations below:

- A. A request for an accessory apartment requires submittal of a site plan that shall include the property owner with deed reference, lot boundaries and dimensions to scale and the location and setbacks of all buildings and parking areas.
- B. A request for an accessory apartment shall include a plan of the entire building showing a separate floor layout of all finished levels identifying the use of all rooms and the location of all entrances/exits.
- C. The dwelling shall have only one front entrance and all other entrances shall be either on the side or in the rear of the dwelling. An entrance leading to a foyer with interior entrances leading from the foyer to the two dwelling units is permitted.

~~The living area of the dwelling must be at least 1,625 square feet, including basement and attic spaces that have a ceiling height greater than seven feet. The living area of an accessory apartment shall be a minimum of 600 square feet, and a maximum of 40% of the living area of the dwelling or 800 square feet, whichever square footage is less. 190 square feet, and a maximum of 800 square feet.~~ An accessory apartment may not have any living space on a third story unless it meets the minimum life safety requirements as defined in the Building Code.

- D. Accessory apartments are not permitted in the Shoreland Zone unless the lot on which it will be located has at least double the lot size for that zone, double the minimum lot size, and double the shore frontage for that zone.
- E. Only one accessory apartment shall be permitted per ~~lot~~ single-family dwelling.
- F. ~~Either the primary residence or converted accessory apartment shall be occupied by the owner of the property as the owner's primary residence. An accessory apartment shall be occupied as a primary residence ("primary residence" shall be defined as more than six months per year). Both the primary residence and accessory apartment shall be occupied as primary residences. When requesting an accessory apartment, the property owner must provide proof of primary residency, to include possession of a State of~~

~~Maine driver's license, current registration of a motor vehicle in Maine, and current registration to vote in Maine. If the property owner does not have a valid motor vehicle license in Maine or any other political jurisdiction, or does not have a motor vehicle currently registered in Maine or any other political jurisdiction, alternative evidence of primary residency may be accepted subject to the discretion of the Zoning Board of Appeals or the Code Enforcement Officer. An accessory apartment is not eligible to operate as a short-term rental.~~

~~G. In the Free Enterprise and Farm and Forest Zones only, a home occupation is allowed in either the primary dwelling or the accessory apartment, but not in both. Such home occupation shall be subject to approval as a conditional use. [Amended 11-3-2020]~~

~~H. No permit for an accessory apartment shall be legal until the owner files the following notice with the Code Enforcement Officer and in the Registry of Deeds: "A permit for an accessory apartment has been issued to the owner of this property. This permit does not run with the land, and is automatically invalidated by the sale, grant, devise, conveyance or transfer of this property."~~

**I. G.** Accessory apartments located on properties connected to the Town's wastewater collection system must be approved by the Sewer Department. Properties utilizing subsurface waste system and private wells must meet the standards required in the Maine Subsurface Wastewater Disposal Rules. In addition:

- (1) Existing septic systems must be evaluated for condition and capacity by a licensed site evaluator. A reserve area is required for existing and new systems in the event that replacement is necessary. Biannual pump-outs of septic systems servicing the property are required and documentation must be provided to the Town upon request.
- (2) Properties serviced by private wells must provide to the Code Enforcement Office a water quality test to ensure adequate water quality prior to issuance of a certificate of occupancy.

~~J. An accessory apartment located in a detached accessory structure that conforms to property setback requirements is allowed as a permitted use subject to all requirements below. An accessory apartment constructed within or detached of an existing structure that is legally nonconforming due to setbacks~~

is subject to Planning Board review per Article 10. The following requirements must be met, in addition to the requirements of Subsections A through I above:

- ~~(1) Calculation of floor area for the detached accessory apartment's living space is based on 40% of the living space of the primary structure to include the basement and attic spaces that have a ceiling height greater than seven feet.~~
- ~~(2) If the primary dwelling is located on a nonconforming lot, at least 50% of the floor area of the detached accessory structure must be devoted to uses other than living space which are accessory to the principal structure, such as storage or parking, and must be available for use by the occupants of the principal structure.~~

#### § 240-6.10 Accessory apartments

- A. Each single-family dwelling shall be provided with two off-street parking spaces. ~~Accessory apartments shall be provided with parking in accordance with Subsection B(2) below~~ Accessory apartments are not required to have additional off-street parking.
- 

#### § 240-6.19 Dwellings

- A. Single-family dwellings. A single-family dwelling and any accessory apartment located therein shall be constructed on one continuous foundation and under one continuous roof; no part of the dwelling unit shall be located in a detached building or structure. Detached accessory apartment units shall be exempt from this requirement.
- 

#### § 240-8.7 Nonconforming lots

- A. A nonconforming lot of record, not adjoined by any other lot in common ownership, may be built upon, as a matter of right for a single-family dwelling, and permitted accessory uses, and without the need for a variance, subject to all the requirements of this chapter for the zone where located, except for those area and frontage requirements which made the lot nonconforming, provided that the owner can demonstrate that there is reasonable access to the site by emergency vehicles.
-

## **§ 240-11.12 Growth management permit required**

**C. Exemptions.** The following are exempt from the provisions of this section:

- 1.** The repair, replacement, reconstruction or alteration of any existing building or structure not resulting in additional dwelling units;
- 2.** Housing for the elderly which is constructed, operated, subsidized or funded, in whole or in part, by an agency of the state or federal government;
- 3.** The construction or alteration of a nonresidential building or structure; and
- 4.** The construction or alteration of a new accessory apartment.

Part II – Zoning Ordinances  
Chapter 240 – Land Use  
Article 6. Town-wide Regulations (private road construction)

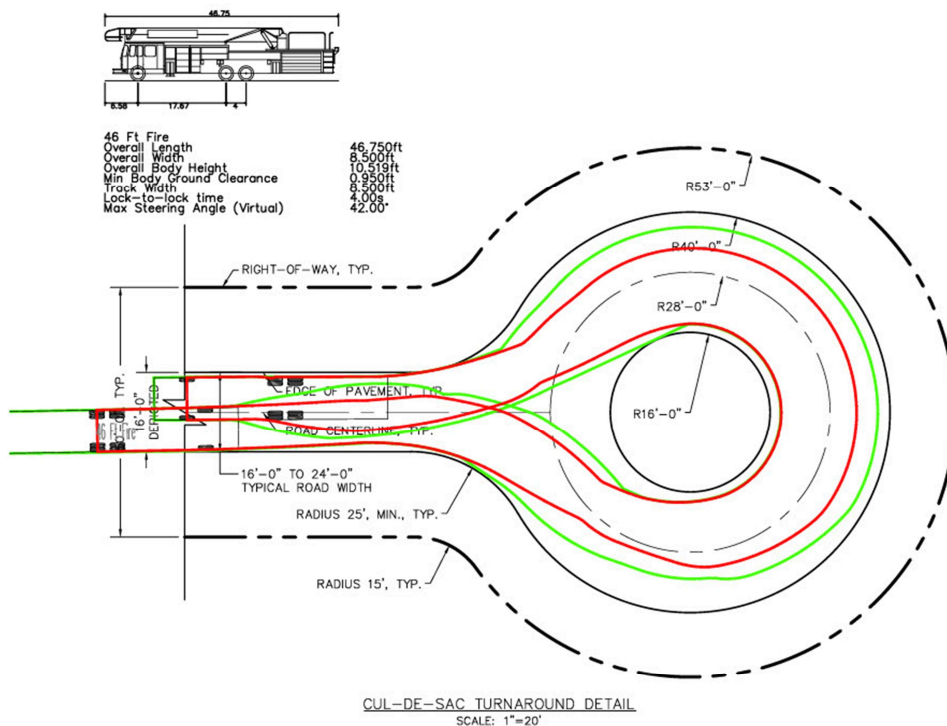
240-6.14 Road Construction, filling and grading.

- A. On lots greater than five acres in area, the construction of a road, or grading or filling of the land may not commence prior to site plan review under Article 10, unless the planned land use is to serve no more than two residential units, or a use accessory to an existing single-family home. On lots of five acres or less, and on any lot when the planned use is to serve no more than two residential units, or a use accessory to an existing single-family home, such construction, grading or filling requires a permit from the Code Enforcement Officer.
- B. A driveway/private road over 50 feet long for a single-family or two-family dwelling that the Code Enforcement Officer may permit, shall not be less than 12 feet wide, with a minimum five-foot setback from the lot line.
- C. A driveway/private road for a three-unit multiplex, or for three detached dwellings, must be approved by the Planning Board, and the right-of-way shall not be less than two rods (which is 33 feet) in width. The traveled way shall not be less than 16 feet in width of gravel, of hard, durable particles free from vegetative matter, 16 inches thick after compaction. Drainage swales must have slopes no steeper than 3:1. The center line of the roadway shall not be more than three feet off the center line of the right-of-way.
- D. A driveway/private road for four or more detached dwellings must be approved by the Planning Board, and the right-of-way shall not be less than 50 feet in width. The traveled way shall not be less than 20 feet in width of gravel, of hard, durable particles free from vegetative matter, 16 inches thick after compaction. Drainage swales must have slopes no steeper than 3:1. The center line of the roadway shall not be more than three feet off the center line of the right-of-way. See Table F and exhibits for dimensions and hammerhead /cul-de-sac design standards.
- E. The Planning Board may reduce or modify the driveway/private road standards where strict adherence to the limitations cannot be met when considering a preexisting right-of-way, or cannot be met due to environmental concerns. In addition, during the course of their review the Planning Board may consult with the Code Enforcement Officer and the Fire Chief regarding emergency equipment access requirements for new and expanded existing private roads. If

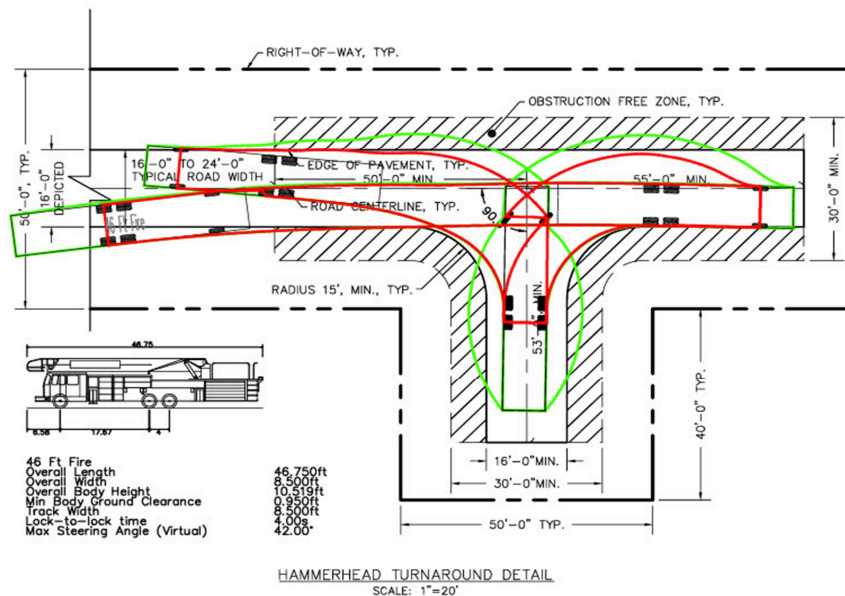
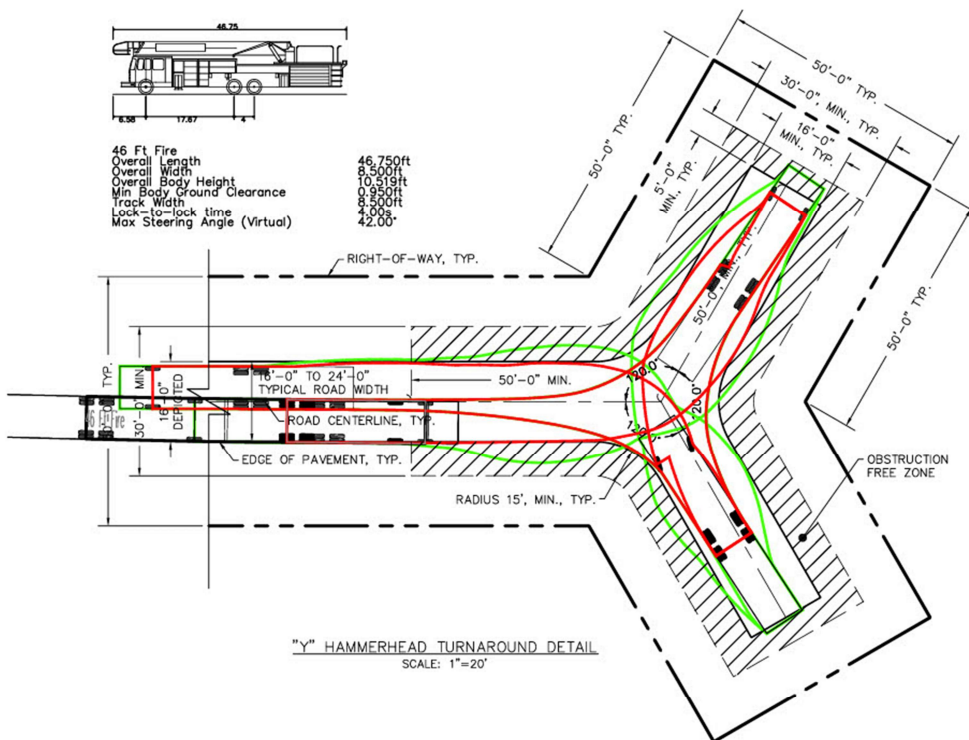
such a modification(s) is approved, the Planning Board shall include the modification(s) in the site plan review's written findings of fact, and the applicant shall record the findings of fact with the York County Registry of Deeds before commencing any work or before receiving a building or land use activity permit from the Code Enforcement Officer.

## F.

Table of Dimensional Standards			
Residential Use	Minimum ROW	Minimum Travelled Width	Permitting Authority
Up to: (2) Single family Dwellings or (1) Two Family Dwelling	22'	12'	CEO
(3) Detached Dwellings, or 1(3) Unit Multiplex	33'	16'	PB
(4 or more) Detached Dwellings or residential dwelling units	50'	20'	PB







## **Exhibit A**

### **EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the **INHABITANTS OF THE TOWN OF KENNEBUNKPORT**, a municipal corporation existing under the laws of the State of Maine, located in York County, Maine (“Grantor”) and **ST. ANN’S EPISCOPAL CHURCH**, a Maine church corporation, with a mailing address of P. O. Box 44, Kennebunkport, Maine, 04046 (“Grantee”).

WHEREAS, Grantor owns a certain lot or parcel of land situated southerly of Ocean Avenue and in the Town of Kennebunkport, York County, Maine generally in the area known as “Old Fort Beach” being of portion of the land more particularly described in the deed from Henry Parsons to the Town of Kennebunkport dated August 1, 1944 and recorded in the York County Registry of Deeds in Book 1018, Page 179 (the “Grantor’s Property”);

WHEREAS, Grantee owns a certain lot or parcel of land in said Town of Kennebunkport located at 167 Ocean Avenue, Kennebunkport, Maine known as the Rectory parcel described in the deed recorded in the York County Registry of Deeds in Book 9347, Page 225 and an abutting lot or parcel land known as the Church parcel described in the deed recorded in the York County Registry of Deeds in Book 1888, Page 688 (collectively, the “Grantee’s Property”).

WHEREAS, the parties have agreed to the terms and conditions of the following easement rights, to burden the Grantor’s Property and for the benefit of the Grantee’s Property.

NOW THEREFORE, for consideration paid, Grantor hereby GRANTS to Grantee, with Quitclaim Covenant, a non-exclusive permanent easement (the “Easement”) over the portion of Grantor’s Property described on the attached EXHIBIT A and shown on the sketch attached as EXHIBIT B (the “Easement Area”) for (i) the use, maintenance, repair and replacement of a sea wall as presently located on the Grantor’s Property (the “Sea Wall”), at Grantee’s sole cost and expense; and (ii) access to and from Ocean Avenue to the Sea Wall, including access by vehicles, heavy equipment and on foot for said purposes only.

Access over the Easement Area shall be at reasonable times and the Grantee shall have the obligation to obtain approval in advance, except in the event of an emergency, which approval shall not be unreasonably withheld, from the Town of Kennebunkport Select Board or Town Manager without the necessity of a town meeting vote, of (i) the person or persons entering the Easement Area, (ii) the nature of the work to be done and anticipated time line with the intent of minimizing the impact on the Easement Area. Notwithstanding anything to the contrary in this Easement Agreement nor the maintenance, repair and replacement rights herein, Grantee acknowledges that the location, width, length and general appearance of the Sea Wall

shall remain the same or substantially the same as presently constituted and the height of the Sea Wall shall be approximately eighteen (18) feet.

Grantee shall be responsible for obtaining any necessary permits and approvals required for such use or improvements made within the Easement Area, and such use or improvements shall comply with all laws, ordinances, and regulations pertaining thereto.

Grantee's, its agents' or contractors' use of the Easement Area shall be at Grantee's sole risk and Grantee hereby releases Grantor for any liability with respect to, or arising out of such use. Grantee shall indemnify and hold harmless Grantor from and against any and all claims, damages, costs and expenses arising from the use of the Easement by Grantee, its agents or contractors, including without limitation any injury to persons or damage to property. Without limiting the foregoing, Grantee shall repair any damage to the Grantor's Property caused by Grantee's, its agents' or contractors' use of the Easement Area to substantially the same condition as existed prior to such disturbance. The foregoing indemnity shall include an indemnity against any and all reasonable costs of litigation, including without limitation reasonable attorney's fees. Nothing in this paragraph shall constitute a waiver by Grantor of any provision of the Maine Tort Claims Act, 14 M.R.S. §8101 et seq.

Grantee shall not suffer or permit any mechanic's or materialmen's lien to attach to the Grantor's Property. In the event any such lien shall be filed and recorded; Grantee shall promptly take steps to remove such lien in any lawful manner.

Grantor reserves the right to use and enjoy the Grantor Property in any manner that shall not be inconsistent with or interfere with the Easement granted herein.

The Easement is further conveyed SUBJECT TO all rights, privileges, easements, obligations, conditions, covenants, reservations and restrictions set forth in deeds in record title to these areas of land insofar as such rights may be in force and effect.

The Easement herein granted shall run with the land and be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors and assigns.

IN WITNESS THEREOF, the parties have set their hands, under seal, as of the date first written above.

**INHABITANTS OF THE TOWN OF  
KENNEBUNKPORT**

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

Laurie Smith, Its Town Manager

Duly authorized by Town Meeting vote

STATE OF MAINE  
COUNTY OF YORK

\_\_\_\_\_, 2023

Then personally appeared the above-named Laurie Smith, Town Manager of the Town of Kennebunkport, and acknowledge the foregoing instrument to be her free act and deed in said capacity,

Before me,

\_\_\_\_\_  
Notary Public

**ST. ANN'S EPISCOPAL CHURCH**

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

Shephard Hill, Its Senior Warden,

Duly Authorized by Church Vestry vote

STATE OF MAINE  
COUNTY OF YORK

\_\_\_\_\_, 2023

Then personally appeared Shephard Hill, Senior Warden of St Ann's Episcopal Church. and acknowledged the foregoing instrument to be his free act and deed in said capacity.

Before me,

\_\_\_\_\_  
Notary Public

**ST. ANN'S EPISCOPAL CHURCH**

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

Shephard Hill, Its Senior Warden,

Duly Authorized by Church Vestry vote

STATE OF MAINE  
COUNTY OF YORK

\_\_\_\_\_, 2023

Then personally appeared Shephard Hill, Senior Warden of St Ann's Episcopal Church. and acknowledged the foregoing instrument to be his free act and deed in said capacity.

Before me,

\_\_\_\_\_  
Notary Public

PURCHASE AND SALE AGREEMENT

1. PARTIES. This Purchase and Sale Agreement (this "Agreement") is entered into as of the 4th day of April, 2023 (the "Effective Date"), by and between HAROLD OTIS MOONEY and LOUISE JANE MOONEY of Kennebunk, Maine, whose mailing address is 19 Spiller Drive, Kennebunk, Maine 04043 ("Sellers"), who agree to sell, and the TOWN OF KENNEBUNKPORT, a Maine municipal corporation, whose mailing address is 6 Elm Street, P.O. Box 566, Kennebunkport, Maine 04046-0001 ("Buyer"), who agrees to buy, the premises described in Paragraph 2 hereof, upon the terms and conditions hereinafter set forth.

2. DESCRIPTION OF PREMISES. The premises to which this Agreement relates consists of a certain lot or parcel of land situated on the easterly side of Langsford Road in the Town of Kennebunkport, County of York, and State of Maine, as more particularly described in a Release Deed from Louise Jane Mooney to Sellers dated February 14, 2022, and recorded in the York County Registry of Deeds in Book 18956, Page 187, and shown as Lot 1-3 on Kennebunkport Tax Map 29 (the "Premises").

3. DEED. The Premises shall be conveyed by Sellers to Buyer by a good and sufficient Quitclaim Deed with Quitclaim Covenant (the "Deed"), which Deed shall convey good and clear record and marketable title to the Premises, free and clear of all liens and encumbrances except those of record as of the date of this Agreement, other than any financial liens and encumbrances such as, for example, mortgages on the Premises, which shall be discharged or otherwise released at the Closing.

4. PURCHASE PRICE. The purchase price for the Premises is Two Hundred Seventy-Five Thousand Dollars (\$275,000.00), payable as follows:

(a) One Thousand Dollars (\$1,000.00) as an earnest money deposit (the "Deposit"), which is to be held by Buyer's attorneys and disbursed in accordance with the terms and conditions of this Agreement; and

(b) Two Hundred Seventy-Four Thousand Dollars (\$274,000.00), which is to be paid to Sellers at the time of delivery of the Deed by certified or cashier's checks, or by wire transfer, subject to the credits and prorations hereinafter set forth.

5. WITHHOLDING TAX. Sellers are hereby notified that Buyer will withhold two and one-half percent (2.5%) of the purchase price as allocated for transfer to the State of Maine Tax Assessor pursuant to 36 M.R.S.A. § 5250-A unless (a) Sellers furnish a certificate to Buyer at the Closing stating, under penalty of perjury, that as of the date of the Closing, Sellers are residents of the State of Maine, or (b) Sellers furnish a certificate from the State of Maine Tax Assessor to Buyer at the Closing stating that no taxes are required to be withheld in connection with the transfer of the Premises or that Sellers have provided adequate security to the State of Maine Tax Assessor to cover the tax liability resulting from said transfer.

6. BUYER'S ENTRY ON PREMISES. Buyer shall have the right, following reasonable prior notice to Sellers, to enter upon the Premises at all reasonable times to undertake such tests, surveys, and other inspections of the Premises as Buyer may require, and shall repair any damage to the Premises resulting from such entry in the event that Buyer does not complete the acquisition of the Premises.

7. TIME FOR PERFORMANCE/DELIVERY OF DEED; VOTER APPROVAL. Such Deed and other transfer documents are to be delivered and the consideration paid within forty-five (45) days following approval of the transaction contemplated hereunder by the voters of the Town of Kennebunkport at a duly called Town Meeting currently scheduled for a date in June, 2023, to be determined by the Board of Selectmen of the Town of Kennebunkport (the "Voter Approval"), on such date and at such time as shall be designated by Buyer upon not less than fourteen (14) days' notice to Sellers, at the municipal offices of Buyer (the "Closing"). If Voter Approval is received, the Deposit shall be promptly delivered to Sellers and held and disbursed in accordance with the terms and conditions of this Agreement, and the transaction described herein shall proceed. If Voter Approval is not received, this Agreement shall automatically terminate and the Deposit shall be promptly returned to Buyer, and the parties shall be relieved of all further obligations under this Agreement except for such obligations as shall survive termination of this Agreement.

8. ADDITIONAL BUYER CONTINGENCIES. In addition to such other conditions to closing as may be set forth herein, and notwithstanding anything to the contrary set forth herein, the obligations of Buyer under this Agreement are subject to the following contingencies, any of which, if not met within the time periods specified, shall entitle Buyer to terminate this Agreement by giving Sellers written notice of Buyer's intention to do so within said specified time period. Upon such termination, the Deposit shall be promptly returned to Buyer, and the parties shall be relieved of all further obligations under this Agreement except for such obligations as shall survive termination of this Agreement.

(a) Survey. Buyer shall undertake good faith efforts to obtain a current survey of the Premises disclosing a state of facts acceptable to Buyer within sixty (60) days following the Effective Date of this Agreement, the cost of which survey shall be paid for by Buyer. Sellers shall provide Buyer with copies of any surveys of the Premises within Sellers' or Sellers' agents' possession within seven (7) days following the Effective Date of this Agreement.

(b) Environmental Report. Buyer shall undertake good faith efforts to obtain a current environmental report with respect to the Premises disclosing a state of facts acceptable to Buyer within sixty (60) days following the Effective Date of this Agreement, the cost of which report shall be paid for by Buyer. Sellers shall provide Buyer with copies of any environmental reports of the Premises within Sellers' or

Sellers' agents' possession within seven (7) days following the Effective Date of this Agreement.

9. CLOSING DOCUMENTS. At the Closing, and in addition to any other documents referred to in this Agreement to be delivered to Buyer at the Closing, Sellers shall execute, acknowledge as necessary, and deliver the following documents and such other documents as Buyer may reasonably require to complete the transaction contemplated herein:

(a) Transfer Documents. Sellers shall execute, acknowledge and deliver to Buyer the Deed and shall approve and deliver the related Real Estate Transfer Tax Declaration of Value;

(b) Title Affidavits. Sellers shall deliver to Buyer such customary certificates, affidavits or indemnity agreements as the title insurance company issuing the title insurance policy on the Premises to Buyer shall reasonably require in order to issue such policy and to omit therefrom all standard exceptions for unfilled mechanic's, materialmen's or similar liens, survey matters, and parties in possession;

(c) Nonforeign Person Affidavits. If applicable, Sellers shall deliver to Buyer such affidavits and certificates as Buyer shall reasonably deem necessary to relieve Buyer of any obligation to deduct and withhold any portion of the purchase price pursuant to § 1445 of the Internal Revenue Code;

(d) Maine Resident Affidavits. If applicable, Sellers shall deliver to Buyer such affidavits and certificates as Buyer shall deem necessary to relieve Buyer of any obligation to deduct and withhold any portion of the purchase price pursuant to 36 M.R.S.A. § 5250-A; and

(e) Underground Oil Storage Tank Certification. Sellers shall deliver to Buyer a written notice certifying either (i) that, to the best of Sellers' knowledge, there is no underground oil storage facility located on the Premises, or (ii) pursuant to 38 M.R.S.A. § 563(6), if there is such a facility on the Premises, that the facility exists and shall disclose its registration number or numbers, the exact location of the facility, whether or not it has been abandoned in place, and that the facility is subject to regulation by the Maine Board of Environmental Protection.

10. USE AGREEMENT. In addition to such other documents to be executed and delivered at the Closing, Buyer shall execute the Use Agreement attached as Schedule A hereto.

11. POSSESSION AND CONDITION OF PREMISES. Full possession of the Premises free of all tenants and occupants, is to be delivered at the Closing, the Premises to be then in the same condition they are now, reasonable wear and tear accepted. Buyer and Buyer's agents may inspect the Premises within forty-eight (48) hours prior to the Closing in order to

determine whether the condition thereof complies with the terms and conditions of this Agreement.

12. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM. If Sellers shall be unable to give title or to make conveyance, or to deliver possession of the Premises, all as herein stipulated, or, if at the time of the Closing the Premises do not conform with the terms and conditions hereof, then Sellers shall use good faith and commercially reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the Premises conform to the terms and conditions hereof, as the case may be, in which event the time for performance hereof shall be extended for a period of thirty (30) days, or such longer period as Buyer shall agree to.

13. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM. If at the expiration of such extended time Sellers shall have failed to remove any defects in title, deliver possession, or make the Premises conform, as the case may be, all as herein agreed, then, at Buyer's option, any payments made under this Agreement shall be promptly refunded to Buyer, and all other obligations of the parties hereto shall cease, except for such obligations as shall survive termination of this Agreement, and this Agreement shall be void without recourse of the parties hereto.

14. BUYER'S ELECTION TO ACCEPT TITLE AND CONDITION. In addition to such other remedies available to Buyer under this Agreement, Buyer shall have the election, at either the original or such extended time for performance, to accept such title to the Premises in its then condition as Sellers can deliver and to pay therefor the purchase price without deduction, in which case, Sellers shall convey such title or deliver the Premises in such condition.

15. ACCEPTANCE OF DEED. The acceptance of the Deed and other transfer documents by Buyer shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms and conditions hereof, to be performed after the delivery of said documents or to otherwise survive the Closing hereunder.

16. USE OF PURCHASE MONEY TO CLEAR TITLE. To enable Sellers to make conveyance as herein provided, Sellers may, at the time of delivery of the Deed and other transfer documents, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said Deed and other transfer documents.

17. RISK OF LOSS. Until delivery of possession of the Premises from Sellers to Buyer, risk or loss or damage to Premises by fire or otherwise shall be on Sellers.

18. ADJUSTMENTS. Real estate taxes and any other municipal assessments for the then current municipal tax year shall be apportioned as of the Closing, and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by



Buyer at the time of delivery of the Deed and other transfer documents. Any penalties or other fees with respect to the removal of the Premises from any current use tax assessment program such as, by way of example, open space or tree growth classification, in connection with the conveyance of the Premises to Buyer shall be paid by Sellers at the Closing. Real estate transfer taxes due on the sale from either party will be paid by Buyer. Additionally, recording fees for the Deed and any other documents required to be recorded in the York County Registry of Deeds shall be paid by Buyer.

19. ADJUSTMENT OF UNASSESSED AND ABATED TAXES. If the amount of said real estate taxes and any other municipal assessments referred to in the preceding Paragraph is not known at the time of the Closing, they shall be apportioned on the basis of the real estate taxes assessed for the immediately preceding year, with a reapportionment as soon as the new tax rate and valuation can be ascertained. This obligation shall survive the Closing.

20. BROKERAGE. Sellers and Buyer each represent and warrant to the other that no brokers, agents or consultants have been employed with respect to this transaction by either of them, and Sellers and Buyer agree to indemnify and hold the other harmless from any claim by any broker or agent claiming compensation in respect of this transaction, alleging an agreement with Sellers or Buyer, as the case may be. This agreement to indemnify and hold harmless shall survive the Closing.

21. DEFAULT/DAMAGES. Should Sellers fail to fulfill Sellers' obligations hereunder, Buyer may elect to receive a refund of the Deposit, or to pursue all available remedies, including specific performance and reasonable attorney's fees. Should Buyer fail to fulfill Buyer's obligations hereunder, Sellers shall retain the Deposit as liquidated damages as Sellers' sole and exclusive remedy at law or in equity for Buyer's default without further recourse to Buyer and Buyer shall be relieved all obligations hereunder, except for such obligations as shall survive termination hereof.

22. SELLERS' WARRANTIES AND REPRESENTATIONS. Sellers warrant and represent as of the date of this Agreement and as of each date through and including the Closing that:

(a) There are no litigation, liens, judgments, violations, or proceedings pending or threatened against or relating to the Premises nor do Sellers know or have reasonable grounds to know of any basis for any such action, or of any governmental investigation relating to the Premises;

(b) There is not pending or threatened action or proceeding (including, but not limited to, any condemnation or eminent domain action or proceeding) before any court, governmental agency or arbitrator relating to or arising out of the ownership of the Premises or any portion thereof, or which may adversely affect Sellers' ability to perform this Agreement, or which may affect the Premises or any portion thereof;

(c) No work has been performed or is in progress at, and no materials have been furnished to, the Premises or any portion thereof which may give rise to mechanic's, materialmen's or other liens against the Premises or any portion thereof;

(d) To the best of Sellers' knowledge, no hazardous or toxic wastes, substances, matters or materials, including but not limited to any material defined as hazardous or toxic from time to time by applicable state, local and federal law, are stored or otherwise located on the Premises; and

(e) The Premises do not contain a septic system within the so-called Shoreland Zone.

In the event that changes occur as to any material warranties and representations set forth in this Agreement, of which Sellers have knowledge, Sellers will immediately disclose same to Buyer when first available to Sellers, and in the event of any material adverse change, Buyer may, at its election, terminate this Agreement in which case the Deposit shall be promptly returned to Buyer, and the parties shall be relieved of all further obligations under this Agreement except for such obligations as shall survive termination of this Agreement.

Buyer's performance under this Agreement is conditioned upon the truth and accuracy of Sellers' warranties and representations expressed herein as of the Effective Date of this Agreement and as of the Closing. All warranties and representations expressed herein shall survive the Closing and any termination of this Agreement. Sellers agree to indemnify and hold harmless Buyer from and against any liability, cost, damage, loss, claim, expense or cause of action (including, but not limited to, attorneys' fees and court costs) incurred by or threatened against Buyer as a result of any breach by Sellers of any of Sellers' warranties or representations contained in this Agreement. This agreement to indemnify and hold harmless shall survive the Closing.

23. ASSIGNMENT. This Agreement may be assigned by Buyer provided that the assignee assumes all obligations of Buyer hereunder.

24. MISCELLANEOUS.

(a) This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties.

(b) Except as may be otherwise provided herein, any notice relating in any way to this Agreement shall be emailed and also sent by (a) registered or certified mail, return receipt requested, (b) overnight delivery by a nationally recognized courier, or (c) hand delivery obtaining a receipt therefor, addressed as follows:

To Sellers: Harold Otis Mooney and Louise Jane Mooney  
19 Spiller Drive  
Kennebunk, Maine 04043  
Email: [buzzapple@icloud.com](mailto:buzzapple@icloud.com)

To Buyer: Town of Kennebunkport  
6 Elm Street, P.O. Box 566  
Kennebunkport, Maine 04046-0001  
Attn: Laurie Smith, Town Manager  
Email: [lsmith@kennebunkportme.gov](mailto:lsmith@kennebunkportme.gov)

With copy to Richard A. Shinay, Esq.  
Drummond Woodsum  
84 Marginal Way, Suite 600  
Portland, Maine 04101-2480  
[rshinay@dwmlaw.com](mailto:rshinay@dwmlaw.com)

And such notice shall be deemed delivered when received or refused. Either party may, by such manner of notice, substitute persons or addresses for notice other than those listed above.

(c) All paragraph headings in this Agreement are for convenience of reference only and are of no independent legal significance.

(d) This Agreement may not be modified, waived or amended except in a writing signed by the parties hereto. No waiver of any breach or term hereof shall be effective unless made in writing signed by the party having the right to enforce such a breach, and no such waiver shall be construed as a waiver of any subsequent breach. No course of dealing or delay or omission on the part of any party in exercising any right or remedy shall operate as a waiver thereof or otherwise be prejudicial thereto.

(e) Any and all prior and contemporaneous discussions, undertakings, agreements and understandings of the parties are merged in this Agreement, which alone fully and completely expresses their entire agreement.

(f) This Agreement may be simultaneously executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall constitute one and the same instrument. This Agreement may be transmitted between the parties by facsimile machine or email and signatures appearing on faxed or emailed instruments shall be treated as original signatures. Both a faxed or emailed Agreement containing either original or emailed faxed signatures of all parties, and multiple counterparts of the same Agreement each containing separate original or faxed or emailed signatures of the parties, shall be binding on them.

(g) If any term or provision of this Agreement or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which this Agreement is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

(h) It is expressly understood and agreed that time is of the essence in respect of this Agreement.

(i) This Agreement shall be governed by and construed and enforced in accordance with the laws in effect in the State of Maine.

IN WITNESS WHEREOF, Sellers and Buyer have executed this Agreement as of the date first set forth above.

[End of Page. Execution pages follow.]

Hope Mooney-Wall  
Witness

Hope Mooney-Wall  
Witness

Harold Otis Mooney  
HAROLD OTIS MOONEY, Seller

Louise Mooney  
LOUISE JANE MOONEY, Seller  
Louise Jane Mooney

TOWN OF KENNEBUNKPORT, Buyer

Hope Mowry - Wall  
Witness

By: Edward W. Hutchins II  
Edward W. Hutchins II, Board Member  
and Chair

Hope Mowry - Wall  
Witness

By: Donald Michael Weston  
Donald Michael Weston, Board Member  
and Vice Chair

Hope Mowry - Wall  
Witness

By: Allen A. Daggett  
Allen A. Daggett, Board Member

Hope Mowry - Wall  
Witness

By: Sheila Matthews - Bull  
Sheila W. Matthews - Bull, Board  
Member

G. L. King  
Witness

By: Jon D. Dykstra  
Jon D. Dykstra, Board Member

Schedule A

USE AGREEMENT

This Use Agreement (this "Agreement") is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by the TOWN OF KENNEBUNKPORT, a Maine municipal corporation, whose mailing address is 6 Elm Street, P.O. Box 566, Kennebunkport, Maine 04046-0001 (the "Town"), for the benefit of HAROLD OTIS MOONEY and LOUISE JANE MOONEY, whose mailing address is 19 Spiller Drive, Kennebunk, Maine 04043 (the "Mooneys"), and the following additional parties:

_____ Name	_____ Address
---------------	------------------

_____ Name	_____ Address
---------------	------------------

_____ Name	_____ Address
---------------	------------------

_____ Name	_____ Address
---------------	------------------

_____ Name	_____ Address
---------------	------------------

_____ Name	_____ Address
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(the Mooneys and the additional parties being collectively referred to as the "Benefitted Parties").

WHEREAS, by Quitclaim Deed with Quitclaim Covenant of even or recent date herewith to be recorded in the York County Registry of Deeds, the Mooneys have conveyed a certain lot or parcel of land situated on the easterly side of Langsford Road in the Town of Kennebunkport, County of York, and State of Maine, being the premises described in a Release Deed from Louise Jane Mooney to the Mooneys dated February 14, 2022, and recorded in the York County Registry of Deeds in Book 18956, Page 187, and shown as Lot 1-3 on Kennebunkport Tax Map 29 (the "Premises"), to the Town; and

WHEREAS, the Town has agreed that the Benefitted Parties shall have the right to use the Premises in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, the Town agrees as follows.

For so long as the Town uses the Premises as a public boat launch, the Benefitted Parties shall have the right to use the Premises for the launching and retrieving of watercraft, and for no other purposes, at no cost to the Benefitted Parties, which use shall be in accordance with, and subject to, such rules and regulations as may be imposed by the Town on the use of the Premises by the general public for such purposes.

This Agreement shall terminate and be of no further force and effect at such time as the Town no longer uses the Premises as a public boat launch.

The Benefitted Parties, by their acceptance of this Agreement, agree to be bound by the terms and conditions hereof.

IN WITNESS WHEREOF, the TOWN OF KENNEBUNKPORT, acting by and through its Board of Selectmen, has hereby executed this Agreement as of the date first set forth above.

TOWN OF KENNEBUNKPORT

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Edward W. Hutchins II, Board Member  
and Chair

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Donald Michael Weston, Board Member  
and Vice Chair

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Allen A. Daggett, Board Member

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Sheila W. Matthews - Bull, Board  
Member

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Jon D. Dykstra, Board Member



STATE OF MAINE  
COUNTY OF YORK, ss.

\_\_\_\_\_, 2023

Personally appeared the above-named Edward W. Hutchins II, Board Member and Chair of the Board of Selectmen of the TOWN OF KENNEBUNKPORT, and acknowledged the foregoing to be his free act and deed in his said capacity and the free act and deed of said TOWN OF KENNEBUNKPORT.

Before me,

\_\_\_\_\_  
Notary Public/Maine Attorney at  
Law

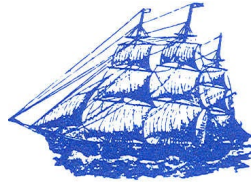
\_\_\_\_\_  
Print name

Commission Expires: \_\_\_\_\_

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# **AGENDA ITEM DIVIDER**

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## TOWN OF KENNEBUNKPORT, MAINE

– INCORPORATED 1653 –

### MEMORANDUM

**To:** Laurie Smith  
**Fr:** Chris Simeoni, Director of Public Works  
**Re:** Request for Street Opening Permit by Bowley Builders for MBL 25-4-4. (Stone Rd)  
**Dt:** May 9th, 2023

On May 8th, the Public Works Department received a request from Bowley Builders for a street opening permit for MBL 25-4-4. (Stone Road) The extent of the work is to remove the ledge that is currently within the town right of way in front of MBL 25-5-6b to gain site distance for a curb-cut permit.

Should the board wish to authorize the street opening, the following conditions should be met:

- On/offloading of tracked equipment shall not be done directly on the pavement. Matting shall be used.
- Equipment sitting on/working from the pavement shall be on matting.
- Bowley Builders shall submit a traffic direction and control plan to be approved by the Police Department, Fire Department, and Public Works.

They have submitted a street opening permit application and check for \$2000.00 as required by the ordinance. (Please see attached documents.)

# TOWN OF KENNEBUNKPORT

## Street Opening Permit

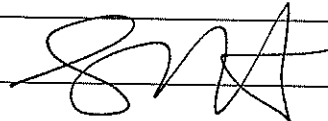
### PROPERTY INFORMATION

Name of Homeowner: SNAPDRAGON PROPERTIES, LLC Date: 5/8/23  
Address: P.O. Box 162, Biddford Pool, ME 04006  
Telephone: GEOFF BOWLEY / AGENT 207.590.9743 Map, Block, Lot: 25-4, 4  
Street to be excavated: LEDGE WITHIN STONE RD. ROW  
Size of excavation (length and width): APPROX 25' x 10'  
Reason for excavation: Site Clearance for Driveway  
Permit Conditions: If there is, any intrusion into the black top, road should be paved from curb to curb.

### CONTRACTOR INFORMATION

Date of excavation: MAY, 2023 - TBD.  
Name of Contractor: FUGLIO, INC  
Address: 978 MAIN ST. WARRENBORO, ME 04087  
Telephone: 207-247-4186 Fax: 207.247.6910

### BOND & INSURANCE INFORMATION

Performance Bond: ☒ Cash ☒ Check ☐ Money Order ☐ Surety Bond ☐ Other  
Bond Amount: \$ 2,000.00  
Company that issued the bond (if applicable): N/A  
Person or entity providing the bond to the Town (contractor, property owner, other): GEOFF BOWLEY / AGENT  
FUGLIO HOLDINGS, LLC  
Insurance Company: N/A  
Signature of person completing the application:  GEOFFREY BOWLEY Date: 5/8/23

### APPROVED

Highway Superintendent: \_\_\_\_\_ Selectmen: \_\_\_\_\_  
Selectmen: \_\_\_\_\_ Selectmen: \_\_\_\_\_  
Selectmen: \_\_\_\_\_ Selectmen: \_\_\_\_\_  
Date Approved: \_\_\_\_\_ Application Fee: \$25.00  
Date Paid: \_\_\_\_\_  
Amount Paid: \_\_\_\_\_  
☐ Cash ☐ Check ☐ Money Order

\*Please attach map or sketch showing the location and size of any cuts to be made; a bond; and proof of insurance.

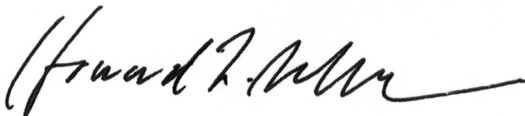
April 13, 2023

Town of Kennebunkport  
6 Elm Street  
Kennebunkport, ME 04046

To Whom It May Concern:

I hereby authorize Geoff Bowley of Fullsend Holdings LLC to act as my agent for the permitting process for the driveway entrance application at 00 Stone Rd. Map 25-4, Lot 4.

Sincerely,

A handwritten signature in black ink, appearing to read "Howard Schultz", with a long, sweeping horizontal line extending to the right.

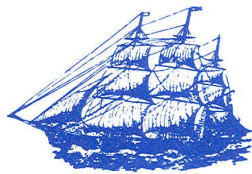
Howard Schultz,  
Managing Partner  
Snapdragon Partners, LLC  
Biddeford Pool, ME 04006

508-367-2878

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# **AGENDA ITEM DIVIDER**

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## TOWN OF KENNEBUNKPORT, MAINE

– INCORPORATED 1653 –

### **ARBOR DAY PROCLAMATION 151st Anniversary-1872-2023**

- Whereas,** In 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and
- Whereas,** this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and
- Whereas,** 2023 is the 151<sup>st</sup> Anniversary of the holiday and Arbor Day is now observed throughout the nation and the world, and
- Whereas,** trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen, and provide habitat for wildlife, and
- Whereas,** trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products, and
- Whereas,** trees in our town increase property values, enhance the economic vitality of business areas, and beautify our community, and
- Whereas,** trees, wherever they are planted, are a source of joy and spiritual renewal.
- Whereas,** Kennebunkport has been recognized as a Tree City USA by The National Arbor Day Foundation for the past 46 years, and desires to continue its tree-planting ways,
- NOW, THEREFORE, WE,** the Selectmen of the Town of Kennebunkport, do hereby proclaim May 11, 2023, as the 151<sup>st</sup> Anniversary Celebration of ARBOR DAY.

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

Dated this 11<sup>th</sup> day of May 2023.

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Allen A. Daggett

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Sheila Mathews-Bull

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Patrick A. Briggs

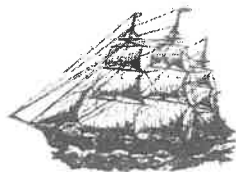
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Edward Hutchins

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D. Michael Weston





# Kennebunkport Public Health

— INCORPORATED 1653 —

## Kennebunkport Public Health

May 3, 2023

ATN: Kennebunkport Board of Selectmen, Laurie Smith-Kennebunkport Town Manager

Please accept this generous gift of \$200.00 from Alexander Lachiatto to the Nurses account (08-01-39). This money was granted to Kennebunkport Public Health nurses to assist us with supplies, equipment, training, or any needs we see fit.

Thank you!

Alison Kenneway RN, BSN  
Kennebunkport Public Health

<b>ALEXANDER M. LACHIATTO</b>		10-89	6816
12 BEL AIR AVENUE			54-7017/2117
KENNEBUNKPORT, ME 04046			3
DATE <u>4/27/2023</u>		CHECK AMOUNT	
PAY TO THE ORDER OF	<u>Town of Kennebunkport Public Health</u>	\$ <u>200.00</u>	
	<u>Two Hundred 00/100</u>	DOLLARS	
<b>FSB</b> Franklin Savings Bank 800-372-4445 - www.fsbh.bank		Photo Safe Deposit® Details on back	
FOR	<u>Nurses</u>	<u>Alexander M. Lachiatto</u> MP	

101-A Main Street, Kennebunkport, Maine 04046  
Tel: (207) 967-4401 Fax: (207) 967-3633

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# **AGENDA ITEM DIVIDER**

---

WILLIAM J. GAYNOR  
AMY B. GAYNOR

52-7450/2112

4466

P.O. BOX 1473  
THE LONG AND WINDING ROAD  
KENNEBUNKPORT, ME 04046

DATE 5-5-23

Town of Kennebunkport \$48.99

PAY TO  
THE ORDER OF

Town of Kennebunkport \$48.99

DOLLARS

Heat  
Reactive  
INK



MEMO

Town of Kennebunkport

*[Signature]*

MP

122112745021: 23 22135511 4466

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