



TOWN OF KENNEBUNKPORT, MAINE

**Board of Selectmen Agenda
August 11, 2022 @ 6:00 PM
VILLAGE FIRE STATION
32 North Street**

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/82768959246>

or go to ZOOM and enter the webinar ID: 827 6895 9246

By phone 1(929) 205 6099 US

1. Call to Order.
2. Approve the July 28, 2022, 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. Consider a renewal Liquor License Application submitted by Musette LLC.
5. Appointment of the Deputy Code Enforcement Officer/ Licensed Plumbing Inspector.
6. Discussion of Pier Road Causeway project.
7. Discussion of setting the short-term rental cap.
8. Public discussion for the proposed ordinance revisions for the November ballot:
 - a. Kennebunk River Ordinance
 - b. Administrative Code
 - c. Shellfish Conservation
 - d. Land Use Ordinance – Residential Rental Accommodations
 - e. Comprehensive Plan adoption
9. Authorization of ballot question requesting permission for placement of Economic Development Administration 20 year mortgage on Cape Porpoise Pier as part of the grant requirements.

10. Conservation Commission – Healthy Ecosystem Ordinance timeline discussion
11. Discussion regarding the price escalation and purchase of the ladder truck.
12. Wastewater Pump Station Contractor Selection and bids Recommendation.
13. Consider granting authorization to the Public Works Director to enter into a purchase and sales agreement for a replacement one-ton dump truck.
14. Owner's Certification Regarding the non-use of eminent domain for the Cape Porpoise Pier EDA grant.
15. Consider requests for the following Street Opening Permits:
 - a. by George Burr & Sons, Inc for 35 Turbats Creek Road
 - b. by Mark Welch & Sons, Inc for Bath Lane and Old Cape Road
 - c. by Nelson Property Services, Inc for 164 Wildes District Road
 - d. by Coastal Creations of Maine for Slack Tide Road at Mills Road.
16. Consider the annual request from the Rotary Club to rename the Dock Square to "Duck" Square for one day on August 13, 2022, for the Duck Race.
17. Appointments for Boards and Committees.
18. Authorization of FY 22 carryforwards from available balances.
19. MMA Annual Election – Vice President and Executive Committee Members.
20. Accept \$50 donation anonymous donation for Recreation Summer Camp
21. Accept radio headset donation from Port Fire Company.
22. Other Business.
23. Approve the August 11, 2022, Treasurer's Warrant.
24. Adjournment.

AGENDA ITEM DIVIDER

Town of Kennebunkport
Board of Selectmen Meeting
July 28, 2022
3:00 PM

MINUTES

Selectmen attending: Jon Dykstra, Edward Hutchins, Sheila Matthews-Bull.

Others attending: Laurie Smith, Yanina Nickless, Eric Labelle, Lucy Hansen, and David Jenkins.

1. Call to Order

Selectman Hutchins called the meeting to order at 3:00 PM.

2. Approve the July 14, 2022, meeting minutes.

Motion by Selectman Matthews-Bull, seconded by Selectman Dykstra to approve the July 14, 2022, 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.)

Lucy Hanky addressed the Board with a question about a Sewer Pump Station on Patty Creek Road. She pointed out that the odor is too strong, but also it might not be healthy for anyone living nearby due to COVID. Lucy said she did research on the topic that suggested that Sewer Pump Stations are not safe places to live nearby.

David James asked the Board if meetings were now in-person only instead of hybrid. The Board said that in-person meetings at the Town Hall are a regular summer schedule procedure for July and August. David also inquired about the new real-estate valuations and a new state of Maine Law. He was advised to send all the questions to Becky Nolette, the Tax Assessor, as she is the one who administers both programs.

4. Update on the Tax Commitment.

Laurie Smith, the Town Manager, gave updates on the tax commitment. The commitment is a statutory process that the Assessor and Tax Collector are going through every year to commit taxes. The Tax Assessor establishes a mill rate and this year, it is at \$6.00.

5. Request to wave tent permit fee for Circus Smirkus.

Every year, Circus Smirkus asks to wave a fee as it is a charity for children.

Motion by Selectman Matthews-Bull, seconded by Selectman Dykstra to wave tent permit fee for Circus Smirkus. **Voted:** 4-0. **Motion passed.**

6. Other Business.

There was no other business.

7. Approve the July 28, 2022, Treasurer's Warrant.

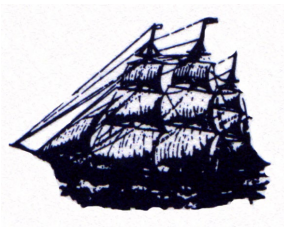
Motion by Selectman Matthews-Bull, seconded by Selectman Dykstra to approve the July 14, 2022, Treasurer's Warrant. **Voted:** 3-0. **Motion passed.**

8. Adjournment.

Motion by Selectman Matthews-Bull seconded by Selectman Dykstra to adjourn. **Voted:** 3-0. **Motion passed.** Meeting adjourned at 3:38 PM.

Submitted by,
Yanina Nickless,
Assistant to the Town Manager

AGENDA ITEM DIVIDER



KENNEBUNKPORT TOWN CLERK

MEMORANDUM

To: Board of Selectmen and Laurie Smith, Town Manager
Fr: Tracey O’Roak, Town Clerk
Dt: August 2, 2022
Re: Liquor License Renewal Application

We have received the following application for renewal liquor license.

- **Musette LLC** – *Renewal Liquor License Application.*

Staff have reviewed the application and provided approval for this license and, therefore, I recommend approval.



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.

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

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

Legal Business Entity Applicant Name (corporation, LLC): <u>Musette LLC</u>	Business Name (D/B/A):
Individual or Sole Proprietor Applicant Name(s): <u>Jonathan Cartwright</u>	Physical Location: <u>2 Pier Road Kennebunkport ME 04046</u>
Individual or Sole Proprietor Applicant Name(s):	Mailing address, if different: <u>PO Box 1254 Kennebunkport ME 04046</u>
Mailing address, if different from DBA address:	Email Address:
Telephone # Fax #: <u>207-704-0707</u>	Business Telephone # Fax #: <u>207-251-3903</u>
Federal Tax Identification Number: <u>820657705</u>	Maine Seller Certificate # or Sales Tax #: <u>1186433</u>
Retail Beverage Alcohol Dealers Permit: <u>CAR-2018-10940</u>	Website address: <u>musettebyjc.com</u>

1. New license or renewal of existing license? ☐ New Expected Start date: _____
☒ Renewal Expiration Date: 08/22/2022

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

Food: \$120,000.00 Beer, Wine or Spirits: \$26,000.00 Guest Rooms: 0

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

2 Pier 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

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
Jonathan M. Cartwright	4/18/66	Sheffield, England

Residence address on all the above for previous 5 years	
Name	Address:
Jonathan Cartwright	Kenesunk, ME
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:

Mortgage held by Biddeford Savings Bank

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)

40 Seat Dining Room

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: The Church on the Cape

Distance: 298.6 ft

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: 7/26/2022



Signature of Duly Authorized Person

Signature of Duly Authorized Person

Printed Name 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>

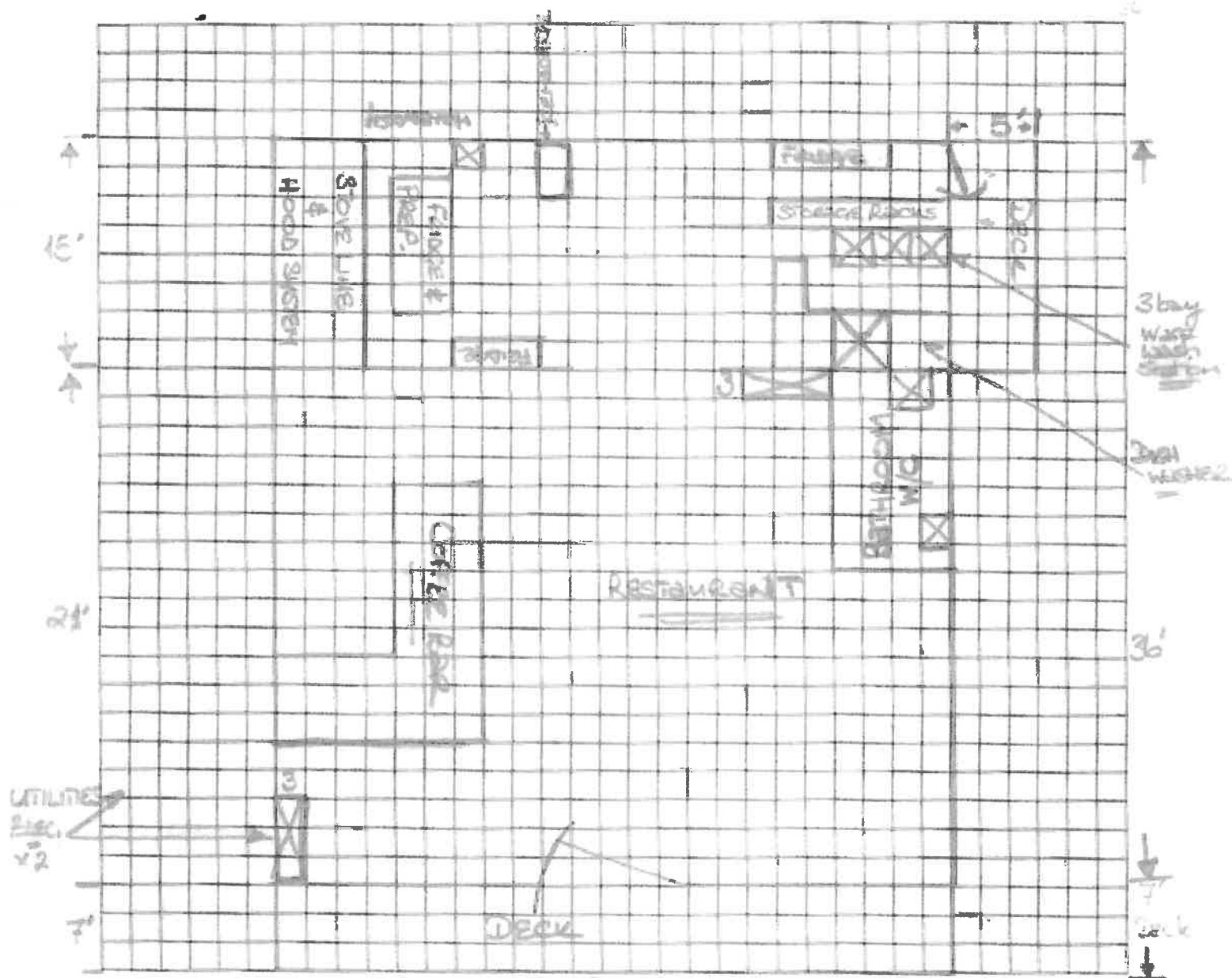
§653. Hearings; bureau review; appeal

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.

9. Kitchen or Food Preparation Area Plan:

Use this grid or a separate sheet of graph paper to draw a floor plan, or provide a floor plan prepared by a knowledgeable party, for eating place food preparation area(s)/kitchen(s). If the plan is not drawn to scale, the dimensions must be clearly labeled. Please see the example on page 11.



The floor plan should include the following items.

Sinks:	Toilet Facilities:	Refrigeration:	Facilities:
✓ 1. Hand Washing	✓ 1. Water Closets	✓ 1. Walk-in Coolers	✓ 1. Food Preparation Areas
✓ 2. Ware Washing	✓ 2. Lavatories	✓ 2. Walk-in Freezers	✓ 2. Food Storage Areas
✓ 3. Utility	✓ 3. Urinals	✓ 3. Freestanding Coolers	✓ 3. Trash/Refuse/Redemption Areas
✓ 4. Food Prep	✓ 4. Other	✓ 4. Freestanding Freezers	✓ 4. Dining Areas
✓ 5. Dipper Wells		✓ 5. Ice Maker	✓ 5. Equipment/Counters/Seats/Tables
✓ 6. Other		✓ 6. Other	✓ 6. Dry Storage/All Other Storage

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.

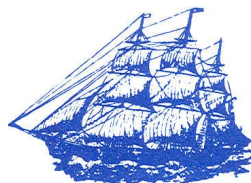
1. Exact legal name: Jonathan M. Cartwright
2. Doing Business As, if any: Musette LLC
3. Date of filing with Secretary of State: 5/5/2017 State in which you are formed: Maine
4. If not a Maine business entity, date on which you were authorized to transact business in the State of Maine:

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
Jonathan Cartwright	2 Pier Road Kennebunkport	4/18/1966	owner	100%

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

AGENDA ITEM DIVIDER



TOWN OF KENNEBUNKPORT, MAINE

— INCORPORATED 1653 —

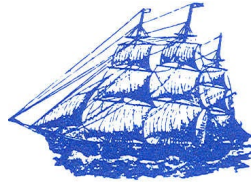
Memorandum

To: Board of Selectmen and Laurie Smith, Town Manager
Fr: Werner Gilliam, CFM Director of Planning and Development
Re: Deputy CEO & Licensed Plumbing Inspector Appointment
Dt: August 7, 2022

I am pleased to introduce David Gilchrest to the Board for appointment as the Deputy CEO and Licensed Plumbing Inspector for the town of Kennebunkport. David comes to us from the City of Portsmouth, New Hampshire, where he served as a plumbing and mechanical Inspector. In addition to his experience, he brings many of the state certifications required for the position.

He fills the position recently vacated by Andrew Welch. In the couple of weeks, he has been with us, David has shown himself to be a valuable team member and has been a quick study of the community. We look forward to many years of work with David.

AGENDA ITEM DIVIDER



TOWN OF KENNEBUNKPORT, MAINE

– INCORPORATED 1653 –

Memorandum

To: Laurie Smith, Town Manager
CC: Christopher Simeoni, Eric Labelle, Michael Claus
Fr: Eli Rubin, Community Planner
Re: Pier Road Causeway Project Timeline
Dt: August 11, 2022

Background

On July 14th, the town was awarded \$2.6 million with a 2.5% match requirement from the Maine Infrastructure Adaptation Grant to address the persistent King Tide and storm surge flooding of the Pier Road Causeway. Also on July 14th, the Selectboard selected Woodard and Curran to engage the community and develop the design and engineering for the project. After an initial kickoff meeting, the following project schedule was established which focuses on public and stakeholder input throughout the design process while still meeting the timeline constraints to successfully bid the project this winter.

Initial Focus Areas

Outlined on the following pages, staff have established initial areas of the project that will need to be addressed, some of which can happen before the field studies are complete. Staff is now seeking Selectboard feedback on these and any additional focus areas or concerns for incorporation into the two public meetings in September and the preliminary design considerations.

Pier Road Causeway Project Schedule

Team Kickoff [Jul 28]

Field Studies (survey, wetland, geotechnical) [Aug to Sept]

Selectboard Meeting [Aug 11]

Preliminary Design [mid-Aug to end-Sept]

Stakeholder Meetings [mid-Sept]

Public Meeting [Sept 29]

Permit Application Development [mid-Sept to end-Oct]

Submit Permit Applications [end-Oct]

Selectboard Meeting [Nov 10]

Final Design [Dec through Jan 2023]

Receive Permits [end-Jan 2023]

Bidding/Advertise for Construction [Feb 2023]

Construction [start Spring 2023]



Kennebunkport
MAINE



Woodard & Curran

Pier Road Causeway - Initial Focus Areas

- ▶ Bicycle and pedestrian accommodations
- ▶ On-street parking
- ▶ Flood resiliency (elevation of the roadway) and impact on abutters
- ▶ Commercial v. residential kayak launching and launch location
- ▶ Through-causeway kayak passage
- ▶ Utility infrastructure integrity
- ▶ Impacts to marine environment and boat navigation
- ▶ Impacts to commercial fishing fleet during construction
- ▶ Timing of the project relative to the pier reconstruction

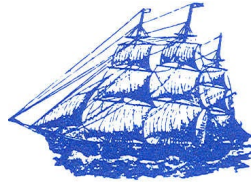


Kennebunkport
MAINE



Woodard & Curran

AGENDA ITEM DIVIDER



TOWN OF KENNEBUNKPORT, MAINE

– INCORPORATED 1653 –

Memorandum

To: Laurie Smith, Town Manager
CC: Werner Gilliam, Director of Planning and Development
David Gilchrest, Deputy CEO
Fr: Eli Rubin, Community Planner
Re: Short-Term Rental License 2023
Dt: August 2, 2022

Background (Section 129-9 of the ordinance):

The total number of licenses issued in each calendar year shall be set annually by the Board of Selectmen. The limitation on the total number of licenses set by the Board of Selectmen shall first go into effect on January 1, 2023.

1. Formula: The total number of licenses issued in each calendar year shall be set by the Board of Selectmen annually according to a formula based in part upon a percentage of the total number of residential dwelling units in the Town of Kennebunkport.
2. Goose Rocks Beach Neighborhood: No short-term rental located in the Goose Rocks Beach Neighborhood (as depicted on the attached map) shall be advertised, rented, or operated as a short-term rental without first obtaining a short-term rental license. Licensed short-term rentals located in the Goose Rocks Beach Neighborhood (as depicted on the attached map) shall not be counted towards the total number of short-term rental licenses to be set annually by the Board of Selectmen under § [129-9A](#) herein and to be issued on an annual basis thereafter by the Town.

After careful consideration, the staff used the following approach to help develop a recommended formula.

- Use the simplest formula possible.
- Use a formula that will not be impacted by the exempt Goose Rocks Beach licenses.
- Consider establishing an overall ceiling, either now or in the future, which considers total dwelling units.

TOWN OF KENNEBUNKPORT, MAINE

– INCORPORATED 1653 –

2022 Current Short Term Rental Licenses Analysis

Assessor's data as of April 1, 2022

	Goose Rocks Beach	Outside of GRB	Total
Total Dwelling Units	650	2423	3073
STR Licenses	182	223	405
% of Dwelling Units with STR Licenses	28.0%	9.2%	13.1%

Recommendations

Based on feedback from the community, Selectboard, and town attorney, staff is recommending that the method to determine a cap be calculated as follows:

- Goose Rocks Beach (GRB): No cap, per ordinance.
- Outside of GRB: Establish a maximum percentage of STRs to dwelling units outside of GRB

Cap = (___%) X (# of dwelling units outside of GRB)

- Note:
 - As of June 30th, fifty-one properties have sold in 2022. Two (2) of those properties have licenses that do not get transferred to new owners and will be available for new applicants as of Dec 31st.

Cap Percentage Scenarios:

Possible Cap Percent	9.2%	9.5%	10%
# of New Licenses	0	7	19
Net Total Outside GRB	223	230	242

Fee Schedule

Currently, homes with 3 bedrooms or less cost \$325, and homes with 4 bedrooms or more cost \$475. The staff is not recommending any change to this fee schedule.

TOWN OF KENNEBUNKPORT, MAINE

– INCORPORATED 1653 –

Registration Process

Early August: Determine the total number of licenses (outside of the GRB neighborhood) that will be issued in 2023 based on the total number of dwelling units and permits issued (outside of the GRB neighborhood) as of April 1.

First Monday of October: Online application portal opens for 1) license renewals and 2) new applicants. New applicants will not be charged until their application is approved.

December 31: Online registration portal closes.

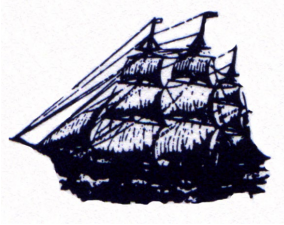
Mid-January: Staff finish review of license renewals and determine the number of non-renewed licenses now available to new applicants. Property ownership transfers will likely be the primary source of non-renewals.

Mid-January – Mid-February: New applications are processed in the order submitted during the application period. Fees will not be charged until applications have been approved. Fees will be collected online through pointNpay similar to paying permit fees and utility bills.

- If the application list is exhausted and there are remaining unissued licenses available, new applicants can apply throughout the year, however, staff will input their applications manually and the fee will not be discounted.
- If there are more applicants than licenses, the remaining registration list will carry over to the following year allowing those applicants to be processed first in the subsequent year's review process and based on the order of application submission.

2023.

AGENDA ITEM DIVIDER



KENNEBUNKPORT TOWN CLERK

Memorandum

To: Board of Selectmen and Laurie Smith, Town Manager
Fr: Tracey O’Roak, Town Clerk
Dt: August 2, 2022
Re: Proposed ordinance revisions for November ballot

The attached ordinances have been reviewed by the Town attorney and are ready for your consideration to be placed on the November ballot.

- a. Kennebunk River Ordinance – no changes were made by the attorney.
- b. Administrative Code – no changes were made by the attorney.
- c. Shellfish Conservation Commission – clarification was made for the 12-year-old and under digger. A new section H. was created.
- d. Land Use Ordinance (roomers) – no changes made by the attorney.
- e. Comprehensive Plan – no changes made by the attorney.

Thank you for your consideration.

PART I. General Ordinances
Chapter 80. Kennebunk River
Section 80-10: Definitions

Vessel

The word “vessel” as used herein shall include boats of all sizes powered by sail, machinery or hand, scows, dredges, lobster, crab and shellfish cars, and craft of any kind.

Commercial Vessel

~~A vessel from which the owner obtains in excess of 67% of his earned income. The definition of Commercial Vessel includes Commercial Fishing Vessel, unless otherwise indicated. A vessel that is primarily used for commercial fishing.~~

Commercial Fishing Vessel

~~A vessel from which the owner obtains in excess of 67% of his earned income from commercial fishing. Commercial fishing is defined as fishing in which the fish harvested, either in whole or in part, are intended to enter commerce or enter commerce through sale, barter, or trade.~~

Commercial Fishing

~~Commercial fishing is defined as fishing in which the fish harvested, either in whole or in part, are intended to enter commerce or enter commerce through sale, barter, or trade.~~

PART I. GENERAL ORDINANCES
Chapter 5. Administrative Code
Article I. Elected Officers

§ 5-1 Town Meeting Moderator.

A. Election. Each Town Meeting shall elect a Moderator as prescribed by statute.

~~B. Qualification. The Town Meeting Moderator shall be a registered voter of the Town.~~

B. Duties. In addition to the duties prescribed by statute, the Town Meeting Moderator shall appoint a sufficient number of members to the Budget Board to constitute a Board consisting of 12 members, the terms of four members expiring every three years.

§ 5-3 Removal.

Any elected official of the Town of Kennebunkport, including RSU #21 Directors, may be removed from elective office by the voters of the Town of Kennebunkport in the following manner:

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

§ 127-5 Municipal shellfish digging license required.

It is unlawful for any person to dig or take shellfish from the shores and flats of this municipality without having a current license issued by this municipality as provided by this chapter.

A. Designation, scope and qualifications.

- (1) Resident recreational shellfish license. The license is available to residents and real estate taxpayers of this municipality and entitles the holder to dig and take no more than one peck of shellfish in any one day for the use of himself and his family.
- (2) Nonresident recreational shellfish license. The license is available to any person not a resident of this municipality and entitles the holder to dig and take not more than one peck of shellfish in any one day for the use of himself and his family.
- (3) Resident commercial shellfish license. The license is available to residents of this municipality and entitles the holder to dig and take no more than the amount of shellfish as recommended by the Shellfish Conservation Committee and approved by the Board of Selectmen in any one day, unassisted only. Commercial license holders must keep a daily log of clams harvested. This license shall be revoked if the license holder ceases to reside in the municipality.
- (4) Nonresident commercial shellfish license. The license is available to nonresidents of this municipality and entitles the holder to dig and take no more than the amount of shellfish as recommended by the Shellfish Conservation Committee and approved by the Board of Selectmen in any one day, unassisted only. Commercial license holders must keep a daily log of clams harvested.
- (5) Daily recreational shellfish license. The license is available to residents and nonresidents of this municipality and entitles the holder to dig and take no more than one peck of shellfish in any one day for the use of himself and his family. The license is good only for the date stated on the license.
- (6) License must be signed. The licensee must sign the license to make it valid.

B. Application procedure. Any person ~~who would like to obtain a license may~~ must apply ~~in person to~~ with the Town Clerk for the licenses required by this chapter on forms provided by the municipality.

- (1) Contents of application. The application must be in the form of an affidavit and must contain the applicant's name, current address, birth date, height, weight, signature and whatever information the municipality may require.
- (2) Misrepresentation. Any person who gives false information on a license application will cause said license to become invalid and void.

C. Fees. The fees for the licenses shall be set by the municipal officers upon the approval of the Commissioner of the Department of Marine Resources and must accompany in full the application for the respective license. The Town Clerk shall pay all fees received to the Town Treasurer. Fees received for shellfish licensing shall be used by the Town for shellfish management, conservation and enforcement.

D. Limitation of diggers. Clam resources vary in density and size distribution from year to year and

over the limited soft-clam-producing area of the Town. It is essential that the Town carefully husband its shellfish resources. Following the annual review of the Town's clam resources, its size distribution, abundance, and the Warden's reports, as required by § 127-3, the Shellfish Conservation Committee in consultation with the Department of Marine Resources Area Biologist will determine whether limiting commercial or recreational shellfish licenses is an appropriate shellfish management option for the following year.

- (1) Prior to January 1, the Committee shall report its findings and document recommendations for the allocation of commercial and recreational licenses to be made available for the following license year to the Commissioner of Marine Resources for concurrence.
 - (2) After receiving approval of proposed license allocations from the Commissioner of Marine Resources and prior to January 1, the Shellfish Conservation Committee shall notify the Town Clerk, in writing, of the number and allocation of shellfish licenses to be issued.
 - (3) Notice of the number of licenses to be issued and the procedure for application shall be published in a trade or industry publication, or in a newspaper or combination of newspapers with general circulation that the municipal officers consider effective in reaching persons affected, not less than 10 days prior to the period of issuance. This information shall also be posted in the municipal offices until the period concludes.
 - (4) The Town Clerk shall issue licenses to residents and nonresidents as allocated [Subsection D(1)] from mid-April and until June 30, after which licenses shall be issued without regard to residency on a first-come, first-served basis. [Amended 11-3-2020]
- E. License expiration date. Each license issued under authority of this chapter expires at midnight on December 31 next following date of issuance. Each daily license issued under the authority of this chapter shall be valid only for the date stated on the license.
- F. Reciprocal harvesting privileges. Licensees from any other municipality cooperating with this municipality on a joint shellfish management program may harvest shellfish according to the terms of this license.
- G. License fee waiver. Recreational shellfish license fees will be waived for residents 65 years or older ~~and 12 years or younger.~~
- H. Children 12 years and younger do not require a license but must be accompanied by a parent or guardian who holds a current Kennebunkport recreational shellfish license. The total combined daily limit for adults and children is one peck per license.
- H.I. A shellfish license is not available to anyone whose municipal or state shellfish license is under suspension or who has been convicted of violating Maine marine statutes or state wildlife statutes within a prior twenty-four-month period or who has a valid commercial license in another Maine municipality.
- I. Suspension/revocation. A shellfish license issued under this chapter is subject to suspension as follows:
- (1) In cases where a court enforcement proceeding is brought under this chapter or state law.
 - (a) In the case of a first court judgment finding any violation, an automatic suspension of 60 days;

- (b) In the case of a second court judgment finding any violation against the same licensee, an automatic revocation of the existing license, and the person found in violation is prohibited from reapplying for a license under this chapter for one year.
- (2) In cases where the Shellfish Warden believes that a licensee has violated this chapter, he may give notice to the licensee of such belief. If, after providing the licensee with an opportunity to rebut any evidence he has, the Shellfish Warden concludes that a violation has occurred, he may issue a notice of suspension not to exceed 30 days.
 - (a) A licensee who has received a notice of suspension may appeal to the Board of Selectmen by filing a written request with the Town Clerk within seven days of the day the Shellfish Warden's decision is rendered. Upon filing the request, the suspension is stayed pending the Board's decision.
 - (b) The Board of Selectmen shall hear the appeal as soon as practicable and shall provide the appellant with at least seven days' written notice of hearing. It shall hear all the evidence and decide whether to uphold or reverse the decision of the Shellfish Warden. The rules of evidence do not apply.

Code of Kennebunkport
Part II – Zoning Ordinances
Chapter 240 - Land Use

§ 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	Accessory apartment*	Animal husbandry
Agriculture	Cemetery	Home occupation
Essential services	Church	Residential rental accommodation
Farm stand	Community building	
Single-family dwelling	Community use	
Storage and repair of fishing equipment	Elder-care facility	
<p>Parking of motor vehicles limited to any publicly owned lot in excess of 2 January 1, 2008 acres in size, with frontage on and access from a state-controlled highway. The maximum number of parking spaces for this use may not exceed 150, and there shall be no bus or large recreational vehicle parking on the lot. Further, with the exception of road frontage, dense vegetative buffering, a minimum of 6 feet in height, is required beginning at the property line and extending inward for a distance of 10 feet.</p>		
Parking, temporary overflow public	Library	
Timber harvesting	Multiplex	
Timber management	Museum	
Two-family dwelling	Park	
<u>Residential rental accommodation</u>	School	*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	Accessory apartment*	Animal husbandry
Agriculture	Cemetery	Home occupation
Essential services	Church	Residential rental accommodation
Farm stand	Community building	
Single-family dwelling	Community use	
Storage and repair of fishing equipment	Elder-care facility	
Timber harvesting	Hotel and motel expansion	
Timber management	Library	
Two-family dwelling	Multiplex	
<u>Residential rental accommodation</u>		
	Museum	
	Park	
	School	*See § 240-7.1J

§ 240-4.5 Dock Square Zone.
[Amended 6-8-2021]

Permitted Uses	Conditional Uses Subject to Site Plan Review*	Conditional Uses Subject to Zoning Board of Appeals Review
Accessory apartment	Accessory apartment**	Child-care center
Essential services	Bed-and-breakfast	Handcrafts
Single-family dwelling	Boatyard	Home occupation
Storage and repair of fishing equipment	Club	Residential rental accommodation
Two-family dwelling	Commercial center	
<u>Residential rental accommodation</u>		
	Financial institution	
	Hotel	
	Inn	
	Marina	
	Motel	
	Multiplex	
	Park	
	Parking, commercial	
	Professional and business offices	
	Public hospitality facility	
	Residential mixed use	
	Restaurant	
	Retail business	
	Ship chandlery	
	Theater	

NOTES:

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

Permitted Uses	Conditional Uses Subject to Site Plan Review*	Conditional Uses Subject to Zoning Board of Appeals Review
**	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	Accessory apartment*	Child-care center
Agriculture	Bed-and-breakfast	Handcrafts
Essential services	Boatyard	Home occupation
Farm stand	Club	Residential rental accommodation
Single-family dwelling	Commercial center	
Storage and repair of fishing equipment	Community building	
Two-family dwelling	Community use	
<u>Residential rental accommodation</u>		
	Financial institution	
	Fish processing	
	Hotel	
	Inn	
	Library	
	Marina	
	Marine transport services	
	Motel	
	Multiplex	
	Museum	
	Park	
	Professional and business offices	

Permitted Uses	Conditional Uses Subject to Site Plan Review	Conditional Uses Subject to Zoning Board of Appeals Review
	Residential mixed use	
	Restaurant	
	Retail business	
	School	
	Ship chandlery	
	Theater	*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	Accessory apartment*	Home occupation
Agriculture	Cemetery	Residential rental accommodations
Essential services	Church	
Farm stand	Museum	
Library	Commercial center	
Park	Community building	
Single-family dwelling		
Storage and repair of fishing equipment		
Timber harvesting		
Timber management		
Two-family dwelling		*See § 240-7.1J

~~Residential rental accommodations~~

§ 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	Accessory apartment*	Child-care center
Agriculture	Cemetery	Home occupation
Essential services	Club	Residential rental accommodations
Farm stand	Community building	
Public hospitality facility, temporary	Community use	
Single-family dwelling	Library	
Storage and repair of fishing equipment	Museum	
Timber harvesting	Park	
Timber management		
Two-family dwelling		*See § 240-7.1J

~~Residential rental accommodations~~

§ 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	Accessory apartment*	Home occupation
Agriculture	Boatyard	Residential rental accommodations
Essential services	Commercial marina	
Farm stand	Community use	
Single-family dwelling	Elder-care facility	
Storage and repair of fishing equipment	Fish processing	
Timber harvesting	Library	
Timber management	Museum	
Two-family dwelling	Park	
<u>Residential rental accommodations</u>		
	Residential mixed use	
	Ship chandlery	*See § 240-7.1J

§ 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	Accessory apartment*	Child-care center
Agriculture	Automobile repair shop	Handcrafts
Essential services	Automobile service station	Home occupation
Farm stand	Bed-and-breakfast	Residential rental accommodation
Single-family dwelling	Boatyard	
Storage and repair of fishing equipment	Church	
Two-family dwelling	Club	
<u>Residential rental accommodation</u>		
	Commercial center	
	Commercial marina	
	Community building	
	Community use	
	Financial institution	
	Fish processing	
	Inn	
	Library	
	Multiplex	
	Museum	
	Park	
	Professional and business offices	
	Residential mixed use	
	Restaurant	
	Retail business	
	School	

Permitted Uses	Conditional Uses Subject to Site Plan Review	Conditional Uses Subject to Zoning Board of Appeals Review
	Ship chandlery	
	Theater	*See § 240-7.1J

§ 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	Accessory apartment*	Child-care center
Agriculture	Automobile-oriented business	Handcrafts
Animal husbandry	Automobile repair shop	Home occupation
Essential services	Automobile service station	Residential rental accommodation
Farm stand	Bed-and-breakfast	
Manufactured housing	Boatyard	
Single-family dwelling	Campground	
Storage and repair of fishing equipment	Cemetery	
Timber harvesting	Club	
Timber management	Commercial center	
Two-family dwelling	Commercial complex	
Parking, temporary overflow public	Commercial recreation, indoor	
<u>Residential rental accommodation</u>		
	Commercial recreation, outdoor	
	Community building	
	Community use	
	Elder-care facility	
	Extractive Industry	
	Financial institution	

Permitted Uses	Conditional Uses Subject to Site Plan Review	Conditional Uses Subject to Zoning Board of Appeals Review
	Fish processing	
	Funeral home	
	Golf course	
	Health institution	
	Hotel	
	Inn	
	Kennel	
	Library	
	Manufacturing	
	Marina	
	Mobile home park	
	Motel	
	Museum	
	Nursing home	
	Park	
	Parking, commercial	
	Professional and business offices	
	Public utilities	
	Residential mixed use	
	Restaurant	
	Retail business	
	School	
	Ship chandlery	
	Theater	
	Veterinary clinic	

Permitted Uses	Conditional Uses Subject to Site Plan Review	Conditional Uses Subject to Zoning Board of Appeals Review
	Warehouse	
	Wireless telecommunications facilities	
	Wholesaling	*See § 240-7.1J

§ 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	Accessory apartment*	Child-care center
Agriculture	Bed-and-breakfast	Handcrafts
Animal husbandry	Boatyard	Home occupation
Essential services	Campground	Residential rental accommodation
Farm stand	Cemetery	
Manufactured housing	Club	
Single-family dwelling	Commercial Recreation, outdoor	
Storage and repair of fishing equipment	Community building	
Timber harvesting	Community use	
Timber management	Extractive industry	
Two-family dwelling	Fish processing	
<u>Residential rental accommodation</u>		
	Funeral home	
	Golf course	
	Health institution	
	Hotel	
	Inn	
	Kennel	

Permitted Uses	Conditional Uses Subject to Site Plan Review	Conditional Uses Subject to Zoning Board of Appeals Review
	Library	
	Manufacturing	
	Mobile home park	
	Motel	
	Museum	
	Nursing Home	
	Park	
	Professional and business offices	
	Public utilities	
	Restaurant	
	Retail business	
	Theater	
	Veterinary clinic	
	Warehouse	
	Wholesaling	*See § 240-7.1J

§ 240-7.14 **Residential rental accommodations.**

C. Approval; permit; appeal.

- (1) Approval to operate a residential rental accommodation shall be granted by the Code Enforcement Officer upon a successful property inspection and complete permit application. ~~Zoning Board of Appeals contingent upon a successful property inspection by the Code Enforcement Officer subject to Subsection B above. Following such approval, the Code Enforcement Officer shall issue a permit.~~ Such permit shall be issued to the property owner only and is subject to sufficient evidence that the property is owner occupied.
- (2) A permit to operate a residential rental accommodation shall expire upon a change in ownership or a change in owner residency status.
- (3) A single-family dwelling approved to accommodate roomers prior to November 8, 2016, may continue to operate under the conditions of approval as specified by the Zoning Board of Appeals, including the Land Use Ordinance requirements and restrictions in effect at the time of such approval.
- (4) Permit shall be revoked upon confirmation of a second confirmed noise or barking dog citation related to use of a dwelling unit by a roomer. Permit shall also be revoked upon any confirmed violation of the requirements contained within the definition of residential rental accommodation located in Article 2. Any such permit having been revoked shall not be reissued to the same property owner within one year (365 days) from the date of revocation, which shall require Code Enforcement Officer reapproval ~~Zoning Board of Appeals reapproval.~~
- (5) An appeal from any decision of the Code Enforcement Officer related to the issuance, non-issuance, suspension or revocation of a residential rental accommodation permit shall be taken by an aggrieved party to the Zoning Board of Appeals within 30 days of the decision.

AGENDA ITEM DIVIDER

Memorandum

To: Board of Selectmen
Fr: Laurie Smith, Town Manager
Re: EDA Grant for Cape Porpoise Pier
Dt: August 8, 2022

The Town successfully received a \$2.7 million EDA grant for the reconstruction of Cape Porpoise Pier. As part of the grant requirements, the federal government requires a mortgage on the Cape Porpoise Pier for the “useful life” of the project – which is anticipated to be 20 years. The language in the grant states,

“WHEREAS, Mortgagor and EDA desire to establish an obligation for and first priority lien on Project Property in favor of EDA in the event that the Project Property is used, transferred, or alienated in violation of the Award, 13 CFR Chapter III, or 2 CFR part 200;

NOW THEREFORE, Mortgagor does hereby grant and convey unto EDA, its successors and assigns, a mortgage and a lien on said Project Property to secure Mortgagor’s obligation (i) to comply with the terms and conditions of the Award and the regulations set forth in 13 CFR Chapter III and 2 CFR part 200, and (ii) to use Project Property only for the purposes set forth therein for the Estimated Useful Life of Project Property.”

In order to grant a mortgage, the Selectmen will need authorization from the town meeting. Staff is recommending that the BOS place the question of acceptance of the mortgage on the November ballot. The Town Attorney is recommending the following question language.

“To see if the Town will vote to authorize the Board of Selectmen to execute a 20-year first priority mortgage lien on the Cape Porpoise Pier property (York County Registry of Deeds Book 3122, Page 06) in favor of the federal Economic Development Administration as required for the Cape Porpoise Pier reconstruction project?”

The most recent mortgage draft is attached to this memo.

Exhibit A

Agreement and Mortgage from the Town of Kennebunkport
to the
United States Department of Commerce, Economic Development Administration

Premises described in a Deed from Walter M. Spicer, Special Conservator for Elfrieda B. Spicer, to the Inhabitants of the Town of Kennebunkport, dated February 8, 1983, and recorded in the York County Registry of Deeds in Book 3122, Page 06, verbatim as follows:

“A certain lot or parcel of land, with the buildings thereon, situated at the southerly end of Bickford Island in Cape Porpoise in the Town of Kennebunkport, County of York and State of Maine, further bounded and described as follows:

Beginning at a drill hole set in the center of a stone and masonry post at the southerly end of a stone masonry wall in the centerline of said wall on the division line created by a deed of indenture between Ella S. Leavitt and the Atlantic Shore Line Railway dated December 27, 1909 and recorded in York County Registry of Deeds in Book 590, Page 487.

Thence N 57° 18' W along remaining land of the Grantee a distance of 130.26 feet to an aluminum survey marker set at the most northerly corner of a memorial area;

Thence continuing on the last mentioned course a distance of 34.45 feet to an aluminum survey marker set at the easterly line of the southerly terminus of a 33 foot right of way to be later described herein;

Thence continuing N 57° 18' W across the southerly end of said right of way a distance of 33.28 feet to an aluminum survey marker set at the westerly line of said right of way;

Thence continuing N 57° 18' W along remaining land of the Grantor herein a distance of 38.53 feet to an aluminum survey marker, said marker lying 16.21 feet southeasterly of the southwest corner of the restaurant building known as Spicers Galley standing on the remaining land of the Grantor and 37.50 feet southerly from the southwest corner of the chimney on the southeast end of said building;

Thence S 57° 51' W along remaining land of the Grantor a distance of 22.00 feet to an aluminum survey marker, said marker lying 25.86 feet southerly of the southwest corner of the above-mentioned restaurant and 24.42 feet southeast of the southeast corner of the lobster shack standing on the premises being conveyed;

Thence N 32° 09' W parallel with the northeasterly side of the above-mentioned lobster shack and keeping a distance of 3.00 feet therefrom a distance of 45.82 feet to a drill hole in the sea wall, said drill hole lying 19.70 feet westerly of the most westerly corner of the aforementioned restaurant building and 6.05 feet northeasterly of the northeast corner of the aforementioned lobster shack;

Thence continuing N 32° 09' W across the flats a distance of 64.96 feet, more or less, to the southerly line of a parcel of land conveyed to the Grantor by a deed of William H. Marland dated June 19, 1959 and recorded in said Registry in Book 1431, Page 295;

Thence S 72° 08' W by other land of the Grantor herein and across the flats a distance of 118 feet, more or less, to the low water mark;

Thence by said low water mark southerly 820 feet, more or less, then easterly, northeasterly and easterly 400 feet, more or less, to a point lying S 09° 09' E 257 feet, more or less from the point of beginning;

Thence N 9° 09' W 257 feet, more or less, to said point of beginning. Containing 0.85 acres, more or less, of upland and 2.5 acres, more or less, of flats.

Said lot or parcel is subject to an easement granted to the Kennebunk, Kennebunkport & Wells Water District as described in a document dated September 19, 1966 and recorded in said Registry in Book 1737, Page 374.

Also hereby conveying all right, title and interest to any and all flats, filled lands, and improvements situated along and adjacent to the westerly side of the premises as described herein.

A portion of the premises hereinabove described and commonly referred to as the "Grassy Knoll" shall be conveyed SUBJECT to the restriction that said area shall not be developed in any way, but shall remain in its natural state as an area dedicated to the Memorial Plaques situated thereon, except that said area may be used for minor recreational purposes including scenic viewing and picnicking, and Grantee shall be permitted to maintain portable equipment for picnicking on the said "Grassy Knoll" including tables and related waste collection containers.

Said area known as the "Grassy Knoll" is more specifically bounded and described as follows:

Beginning at the point of beginning of the above-described parcel;

Thence N 57° 18' W a distance of 130.26 feet to an aluminum survey marker;

Thence S 49° 51' W passing near the edge of a gravel parking area and across the parcel above described a distance of 90.91 feet to a drill hole in the ledge, said drill hole lying N 47° 59' 30" W 9.57 feet from a U.S.G.S disk;

Thence continuing S 49° 51' 30" W along a stone retaining wall a distance of 23.44 feet to a drill hole in the corner of said wall;

Thence southeasterly along the top of the bank and easterly along the top of the bank and the south face of a granite wall to the point of beginning containing 10,710 square feet, more or less.

Also conveying a 33' wide right of way from the first parcel above-described across remaining land of the Grantor to the Bickford Island Road, for all purposes normally incidental to use as a public way, which shall include, but not be limited to, the right to install and maintain utilities of all kinds either above or below the ground, and the right to construct, reconstruct and maintain a travelled way thereon, said right of way bounded and described as follows:

Beginning at an aluminum survey marker on the northeasterly line of the above-mentioned parcel at the southeast corner of said right of way previously mentioned;

Thence N 25° 13' 30" E across the Grantor's land a distance of 215.53 feet to an iron pipe set in the ground lying S 72° 08' W 1.9 feet from the centerline of the northerly end of a stone masonry wall;

Thence S 72° 08' W by or across said Bickford Island Road a distance of 45.19 feet to an aluminum survey marker lying 40.89 feet southerly of the center of a fire hydrant;

Thence S 25° 13' 30' W across the Grantee's land a distance of 180.33 feet to an aluminum survey marker set at the southwest corner of said right of way 4.16 feet southwest of a utility pole and on the northeast line of the first parcel above-described;

Thence S 57° 18' E along the northeast line of the first described parcel 33.28 feet to the point of beginning, containing 6,350 square feet, more or less.

Also conveying a right of way in common with others from the northeasterly end of the above-described right of way, for all of the purposes described above, over land of Elfrieda B. Spicer as described in a deed from William H. Harland to Elfrieda B. Spicer dated June 19, 1959 and recorded in the York County Registry of Deeds in Book 1431, Page 295, said right of way being 41.25 feet in width and lying easterly of the following described line:

Beginning at an iron pipe driven into the ground on the northwesterly side of the road leading from Cape Porpoise Village to Bickford's Island, said iron pipe being S 72° 8' W 51.64 feet from the northwesterly corner of land now or formerly of one Wentworth as marked by the northerly end of the center of the stone wall standing on the easterly side of said road, and dividing said Wentworth land from said land of Elfrieda B. Spicer; thence N 16° 6' E by the northwesterly side of said road 101.6 feet to an iron pipe driven into the ground at an angle in said road; thence N 7° 41' W by said road 139.87 feet to a drill hole in the ledge; thence northwesterly by said road and by a regular curve deflecting to the left having a central angle of 39° 38' and a radius of 160.59 feet and a chord bearing N 27° 25' W 108.43 feet to an iron pipe driven into the ground; thence N 47° 9' W by said road 110 feet, more or less, to land now or formerly of one Thomas Dignan and to the boundary of said land of Elfrieda B. Spicer.

The above bearings refer to the 1949 magnetic meridian.

The premises above described and the rights of way thereto are portion of the premises conveyed to the Grantor herein by Henrietta D. Goodall Hospital by deed recorded in said Registry in Book 1450, page 261, by the Trustees of Nasson College, by deed recorded in said Registry in

Book 1450, Page 279, and by William H. Marland, by deed recorded in said Registry in Book 1431, Page 295.

Courses refer to the magnetic meridian of 1949.

Reference may be made to a plan of land in Kennebunkport at Cape Porpoise, Maine for Elfrieda Spicer by H. I. & C. Jordan dated April 30, 1982, to be recorded in said Registry of Deeds, and a plan entitled "Plan showing the MARLAND and SPICER PROPERTIES on BICKFORD ISLAND - CAPE PORPOISE, KENNEBUNKPORT, MAINE", dated April 7, 1959, prepared by Libby & Dow, Engineers, Saco.

Also hereby assigning all interest of Elfrieda B. Spicer as lessor under a lease to the Cape Porpoise Pier Corporation, dated November 18, 1975, memorandum of which is recorded in said Registry of Deeds in Book 2112, Page 880.

Reference is further made to letter of Special Conservatorship dated December 15, 1981 (York County Probate Court Docket No. 81-766), together with the Order of said Court bearing even date affixed thereto, which documents are recorded in York County Registry of Deeds in Book 2879, Page 21."

AGREEMENT AND MORTGAGE

WHEREAS, the TOWN OF KENNEBUNKPORT, a municipal corporation located in the Town of Kennebunkport, County of York, and State of Maine, whose mailing address is 6 Elm Street, P.O. Box 566, Kennebunkport, ME 04046-0001 (hereinafter called Mortgagor) has applied to, received, and accepted from the United States Department of Commerce, Economic Development Administration (EDA), whose mailing address is Philadelphia Regional Office, Robert N. C. Nix Federal Building, 900 Market Street, Room 602, Philadelphia, PA 19107, a grant under the Public Works and Economic Development Act of 1965 (41 U.S.C. § 3121 *et seq.*) (PWEDA) in the amount of Two Million One Hundred Sixty-Three Thousand Four Hundred Eighty- Two Dollars (\$2,163,482.00) (EDA Grant Amount) pursuant to a Financial Assistance Award dated _____, 2022, and bearing EDA Award No. 01-79-15171 (Award);

WHEREAS, pursuant to the application submitted by Mortgagor requesting said Award, which includes all forms, documentation, and any information submitted to EDA as part and in furtherance of the request for the Award, including any information submitted after the initial application (Grant Application) and pursuant to the Award, the Grant Amount is to be used for the purpose of acquiring or making improvements to the real property described in Exhibit A, attached hereto and made a part hereof (Project Property), consisting of the reconstruction the Cape Porpoise commercial pier situated at 79 Pier Road, Kennebunkport, York County, Maine, including the widening of 50 LF of the pier by 10 feet; replacement of the refrigerated bait building; installation of 8 floats and aluminum gangways; site improvements to include sewer service to the bait building; upgrades to electrical service, lighting and communications; installation of solar panels; replacement and relocation of fuel tanks; and parking improvements (Project);

WHEREAS, twenty (20) years from the _____, 2022, as determined by EDA, is the Estimated Useful Life, as defined in 13 C.F.R. § 314.1, of the improvements made to the Project Property pursuant to the Project;

WHEREAS, under government-wide regulations set out at 2 CFR part 200 and EDA's regulations governing the Award at 13 CFR Chapter III, any transfer or conveyance of Project Property or any portion thereof must have the prior written approval of EDA;

WHEREAS, in accordance with PWEDA, EDA is not authorized to permit transfer or conveyance of Project Property to parties that are not eligible to receive EDA grants unless EDA is repaid the Federal Share as defined at 13 CFR § 314.5 ("Federal Share") or unless the authorized purpose of the Award is to develop land in order to lease or sell it for a specific use, in which case EDA may authorize a lease or sale of the Project Property or a portion thereof if certain conditions are met;

WHEREAS, the aforesaid Award from EDA provides the purposes for which the Grant Amount may be used and provides, *inter alia*, that Mortgagor will not sell, lease, mortgage, or otherwise use or alienate any right to, or interest in the Project Property, or use the Project Property for purposes other than or different from those purposes set forth in the Award and the Grant Application made by Mortgagor therefor, such alienation or use being prohibited by 13 CFR part 314 and 2 CFR part 200; and

WHEREAS, Mortgagor and EDA desire to establish an obligation for and first priority lien on Project Property in favor of EDA in the event that the Project Property is used, transferred, or alienated in violation of the Award, 13 CFR Chapter III, or 2 CFR part 200;

NOW THEREFORE, Mortgagor does hereby grant and convey unto EDA, its successors and assigns, a mortgage and a lien on said Project Property to secure Mortgagor's obligation (i) to comply with the terms and conditions of the Award and the regulations set forth in 13 CFR Chapter III and 2 CFR part 200, and (ii) to use Project Property only for the purposes set forth therein for the Estimated Useful Life of Project Property. Mortgagor agrees that a debt, with interest thereon at the rate set forth in 31 U.S.C. § 3717, in the amount of the Federal Share, which amount shall be determined at the sole discretion of EDA in accordance with its authorities and regulations, such amount being either EDA's pro-rata share of the fair market value of the Project Property, as further set forth at 13 CFR § 314.5, as that provision may be amended from time to time, the Grant Amount, or the amount actually disbursed under the Award (Indebtedness), shall be due and payable by Mortgagor to EDA upon the termination of the Award, or any attempt to use, transfer, or alienate any interest in Project Property in violation of the Award or of the regulations set forth in 13 CFR Chapter III or 2 CFR part 200 and does, moreover, agree that such Indebtedness shall be extinguished only through the full payment thereof to the Federal Government.

Mortgagor further covenants and agrees as follows:

1. Lease of Project Property:

If the Grant Application provides for and the Award authorizes Mortgagor to lease Project Property, each lease arrangement shall be subject to the prior written approval of EDA. EDA must determine that the applicable lease arrangement is consistent with the Grant Application and authorized general and special purpose(s) of the Award; will provide adequate employment and economic benefits for the area in which Project Property is located; is consistent with EDA policies concerning, but not limited to, non-discrimination, non-relocation, and environmental requirements; and that the proposed lessee is providing adequate compensation, as defined in 13 CFR § 314.1, to Mortgagor for said lease. Any lease agreement entered into by Mortgagor of the Project Property shall be subordinate, junior, and inferior to this Agreement and Mortgage, and, at EDA's request, be expressly subordinated in writing and the written subordination recorded in the same manner as this Agreement and Mortgage. Notwithstanding the foregoing, the existing Lease Agreement by and between Mortgagor and A and W LLC, d/b/a The Chowder, dated July 15, 2022, with respect to the building and associated premises commonly referred to as the "Cape Porpoise Chowder House", so-called, and

comprising a portion of the Project Property, as said Lease may be modified, extended or renewed, or any subsequent Lease Agreement with respect to said leased premises between Mortgagor and any subsequent lessee, shall not be subject to this Section 1.

2. Charges; Liens:

Mortgagor shall protect the title and possession of all Project Property; pay when due all taxes, assessments, mechanic and/or materialmen liens, and other charges, fines, and impositions now existing or hereafter levied or assessed upon Project Property; and preserve and maintain the priority of the lien hereby created on Project Property, including any improvements hereafter made a part of the realty.

3. Hazard Insurance:

Mortgagor shall insure and keep insured all improvements now or hereafter created upon Project Property against loss or damage by fire and windstorm and any other hazard or hazards included within the term "extended coverage." The amount of insurance shall be the full insurable value of said improvements but in no event less than the full replacement value of the improvements. Any insurance proceeds received by Mortgagor due to loss shall be applied to restoration or repair of any damaged Project Property, provided such restoration or repair is economically feasible and the security of this Agreement and Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Agreement and Mortgage would be impaired, Mortgagor shall use said insurance proceeds to compensate EDA for its Federal Interest. EDA's Federal Interest, as defined at 13 C.F.R. § 314.2 ("Federal Interest") shall be satisfied when amount received is equal to the Federal Share as that term is defined at 13 CFR § 314.5 ("Federal Share").

4. Preservation and Maintenance of the Project Property:

Mortgagor shall keep Project Property in good condition and repair during the Estimated Useful Life and shall not permit or commit any waste, impairment, or deterioration of Project Property, but shall give notice written thereof to EDA without delay.

5. Indemnification

To the extent permitted by law, Recipient agrees to indemnify and hold the Federal Government harmless from and against all liabilities that the Federal Government may incur as a result of providing an award to assist, directly or indirectly, in the preparation of the Project Property or construction, renovation, or repair of any facility on the Project Property, to the extent that such liabilities are incurred because of toxic or hazardous contamination of groundwater, surface water, soil, or other conditions caused by operations of the Recipient or any of its predecessors (other than the Federal Government or its agents) on the Project Property. *See also* 13 C.F.R. § 302.19 ("Indemnification").

6. Inspection:

EDA may make or cause to be made reasonable entries upon and inspection of Project Property by EDA or an authorized representative of EDA.

7. Condemnation:

The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of Project Property, or any part thereof, or for any conveyance in lieu of condemnation shall be used by Mortgagor to compensate EDA for EDA's Federal Share. EDA's Federal Share of said condemnation proceeds shall be equal to that percentage which the Grant Amount bore to the total project costs under the Award for which the condemned property was acquired or improved. *See also* 13 CFR § 314.5 ("Federal Share").

8. Recording of Agreement and Mortgage – Mortgagor's Copy:

Mortgagor shall record this Agreement and Mortgage in accordance with the laws and rules of the County where Project Property is located, and shall ensure that the lien hereby granted is a first and prior lien on Project Property senior to all other interests save those which may arise by operation of law. EDA shall be furnished with the original, recorded Agreement and Mortgage as executed.

9. Notice:

Any notice from EDA to Mortgagor provided for in this Agreement and Mortgage shall be sent by certified mail to Mortgagor's last known address or at such address as Mortgagor may designate to EDA, except for any notice given to Mortgagor in the manner as may be prescribed by applicable law as provided hereafter in this Mortgage. Likewise, any notice from Mortgagor to EDA shall be sent by certified mail to EDA's address.

10. Remedies:

Upon Mortgagor's breach of any term or condition of the Award or any provision of this Agreement and Mortgage, which breach continues for sixty (60) days, or such longer period as shall be reasonably required to remedy the breach if such remedy is not reasonably possible within such sixty (60) day period, in each case following written notice thereof from EDA to Mortgagor, then EDA, its designees, successors, or assigns may thereafter declare the Indebtedness immediately due and payable, and may enforce any and all remedies available including but not limited to foreclosure by an action brought either in a United States District Court or in any State Court having jurisdiction, but such action shall not be deemed to be a release or waiver of any other right or remedy to recover repayment thereof.

After any breach on the part of Mortgagor, EDA shall, upon bill filed or the proper legal proceedings being commenced for the foreclosure of this Agreement and Mortgage, be entitled, as a matter of right, to the appointment by any competent court, without notice to any party, of a

receiver of the rents, issues, and profits of Project Property, with power to lease and control such Property, and with such other powers as may be deemed necessary.

11. Remedies Cumulative:

All remedies provided in this Agreement and Mortgage are distinct and cumulative to any other right or remedy under this Agreement and Mortgage, the Award, or related documents, or afforded by law or equity, and may be exercised concurrently, independently or successively.

12. Forbearance Not a Waiver:

Any forbearance by EDA in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by EDA shall not be a waiver of EDA's rights under this Agreement and Mortgage.

13. Release:

EDA and the Mortgagor agree that, so long as the possession and use of Project Property by Mortgagor has been only for the purposes set forth in the Award and Grant Application, then after the Estimated Useful Life of the improvements to Project Property, Mortgagor may request a release of the Federal Interest in accordance with 13 CFR part 314, which will not be withheld except for good cause, as determined in EDA's sole discretion; provided, however, that in accordance with 13 CFR part 314, restrictions upon the religious use or discriminatory practices in connection with the use of Project Property shall survive this Agreement and Mortgage and any release thereof, which shall be evidenced by a separate recorded covenant.

14. Governing Law; Severability:

This Agreement and Mortgage shall be governed by applicable federal law, if any, and if there is no applicable federal law by state law, and nothing contained herein shall be construed to limit the rights the EDA, its designees, successors, or assigns are entitled to under applicable federal or state law. In the event that any provision or clause of this instrument conflicts with applicable law, such conflict shall not affect other provisions of this instrument which can be given effect without the conflicting provision, and to this end the provisions of this instrument are declared to be severable.

15. Authority to Execute Agreement and Mortgage:

Recipient represents and warrants to and covenants with EDA that Recipient has been duly authorized by Recipient's governing body by all necessary action and has received all necessary third party consents to enter into this Agreement and Mortgage.

[End of page. Execution page follows.]

IN WITNESS WHEREOF, the TOWN OF KENNEBUNKPORT has caused this instrument to be executed by its Board of Selectmen, hereunto duly authorized, as of the _____ day of _____, 2022.

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.

_____, 2022

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

Before me,

Notary Public/Maine Attorney at Law

Print Name

My Commission Expires: _____

AGENDA ITEM DIVIDER

Memorandum

To: Board of Selectmen
Fr: Town Manager
Re: Healthy Ecosystem Ordinance
Dt: August 8, 2022

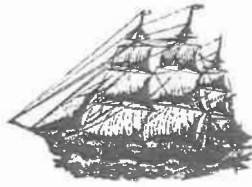
At the July 14, 2022, meeting the Board of Selectmen decided that the Healthy Ecosystem ordinance was not ready to be placed on the November ballot and that it needed additional public input. The Conservation Commission would like to withdraw the proposed ordinance in order to develop a new language to be placed on the June 2023 ballot.

Their reasons for withdrawing the ordinance are:

- The ordinance was drafted with the explicit purpose of getting something on the November ballot, in the sense that it contained the bare minimum - a first step - of what the Commission felt would be effective. Since the BOS has decided that it cannot be ready in time for November, we would prefer to go back to the drawing board and re-submit an ordinance that would be more effective in reaching our goal of reducing the amount of pesticides used in the town of Kennebunkport.
- A longer lead time before the ordinance goes in front of voters will allow us to sustain education efforts for a longer time before the public is asked to vote. We believe this will increase the chances of a favorable outcome at the polls.

The Conservation Commission has requested the following from the town:

- A set of firm legal deadlines/timeframes that includes *all* required and recommended interactions with Town staff, the BOS, town attorney, the public, etc. in order to successfully place the ordinance on the June 2023 ballot. It is clear that despite a series of meetings and conversations since December 2021, we did not fully understand the details of the process. We would like to make sure this does not happen again by having requirements and recommendations, with dates and potential outcomes, in writing.
- A template or existing ordinance on which we could base the language of a revised ordinance.
- Anything else that you or the BOS believe would help make the process go more smoothly and transparently.



TOWN OF KENNEBUNKPORT, MAINE

—INCORPORATED 1653—

To: Department Heads
Board of Selectmen
Committee Chairperson

From: Laurie Smith, Town Manager

RE: Critical Dates for June 13, 2023, Annual Town Meeting

Date: December 16, 2022

It's time to begin planning for the next Annual Town Meeting in June.

To assist you in this process, Tracey O'Roak, Town Clerk, has provided the critical deadline dates on the back of this memo. Adherence to these deadlines will help avoid last minute problems and ensure that proposed changes or additions to ordinances are placed on the June Annual Town Meeting Warrant. **Please note the first deadline of January 10th.** It is imperative that Jamie and I are aware of any proposed ordinance changes by this date in order to plan accordingly.

Please pass this information on to all your Board/Committee members. Also, myself or Jamie will be happy to answer any questions concerning these deadlines.

We hope this information will help make transition to the next Town Meeting a very successful one.

CRITICAL DATES FOR TOWN MEETING

June 13 and 17, 2023

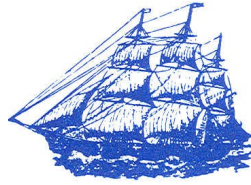
- Jan. 07, 2023 Proposed ordinance changes to be submitted to Laurie Smith and Tracey O'Roak in memo format.
- Jan. 27, 2023 Paperwork of proposed ordinance changes (in underline/strike through format) due to Town Manager from Department Heads. [See Town Clerk in advance for assistance in formatting if necessary.]
- Feb. 09, 2023 Presentation to Board of Selectmen by Department Heads of proposed ordinance changes. [Afterwards, proposals sent to appropriate Boards, Committees and Legal for review.]
- Feb. 23, 2023 Public discussion and input at Board of Selectmen meeting.
- Mar. 09, 2023 Suggested changes by Town Attorney presented to Board of Selectmen.
- Mar. 23, 2023 Final draft presentation to the Board of Selectmen with any last-minute changes.
- April 27, 2023 Last Selectman's Meeting to sign Warrant.
- April 27, 2023 Selectmen set Public Hearing Date. (Perhaps for May 11, 2023)
- April 27, 2023 The following documents due to Town Clerk: 30-A MRSA, Sec. 2528(5) - (45 Days)
Warrant
Certification of Proposed Ordinance
Order to Post Copies of Ordinance
Return of Warrant
- May 04, 2023 Last day to publish Notice of Public Hearing (if 05/11/23) in newspaper (7 days)
- June 01, 2023 Last date to post Warrant of Town Meeting 30-A MRSA, Sec. 2523(4) (7 days)
- June 01, 2023 Last day to publish Notice of Town Meeting in newspaper and on cable channel.
- June 13, 2023 Town Meeting with polls open from 8:00 AM to 8:00 PM.
- June 17, 2023 Town Meeting re-convenes at 9:00 AM to consider remaining articles on Warrant.

CRITICAL DATES FOR PUBLIC HEARING

(Minimum Requirements)

- at least
10 days prior to voting Public Hearing required. (Conducted by the Selectmen with the Growth Planning Committee and the Planning Board in attendance.) 30-A MRSA
- 7 days prior to P.H. Return to Town Clerk (last day to post Notice of P.H.)
30-A MRSA, Sec. 2528(5)
- 7 days prior to P.H. Last day to publish notice of P.H. in newspaper
30-A MRSA, Section 4352(9)(B)

AGENDA ITEM DIVIDER



TOWN OF KENNEBUNKPORT, MAINE

– INCORPORATED 1653 –

Memorandum

To: Board of Selectmen and Laurie Smith, Town Manager
Fr: John Everett, Fire Chief
Re: Price Escalation of the Fire Apparatus
Dt: July 29, 2022

Kennebunkport Fire Department is targeting the purchase of a new ladder truck and a new engine in FY24. The cost of the new engine, estimated at \$650,000, will be covered by the Kittredge Fund. The cost of the ladder truck has to be covered by the capital fire apparatus reserve account. With input from two very reputable truck manufacturers, Sutphen and Pierce, we targeted that account to be \$1.1M by FY24. To that end, the FY23 budget carried \$175,000 as an annual allocation, which brought the current balance of the capital fire apparatus reserve account to \$913,000.

Unfortunately, these truck manufacturers are reporting that, due to the supply chain, material, labor, and fuel escalation, their prices have increased between 20-30% in the last 15 months. Prior to COVID, the typical price increase year to year was around 3%. A current estimate for the new ladder truck is \$1.45M. Sutphen notified us that there is a pending price increase in September 2022, and Pierce informed us that they anticipate a price increase before the end of 2022. (The basis of all these prices is through a publicly bid system, the Houston Galveston Area Compact (HGAC)).

If the escalation continues at this pace, we could expect the ladder truck in FY24 to cost approximately \$1.75M. That is a delta that would require me to ask for \$850,000 to be budgeted in the FY24 capital fire apparatus reserve account. I've been working with Sutphen, historically the lower-cost supplier of the two vendors, on a way to avoid this significant line item by executing a lease-purchase agreement for the ladder truck. By using the \$900,000 in the reserve account and financing the balance of \$550,000, we could purchase the truck this year. The annual payment amount over a seven-year term is \$95,231.49. I propose that this amount could come out of the annual budgeted capital fire apparatus reserve account over the term of the lease purchase. For the past two budget cycles, that value has been \$175,000. If we

TOWN OF KENNEBUNKPORT, MAINE

– INCORPORATED 1653 –

keep this funding flat for the seven-year term of the lease purchase, \$96,000/year could go towards the lease purchase, and \$79,000/year could still be going to grow the capital fire apparatus reserve account.

If this is something we decide to move forward on, I would propose to purchase the new engine at the same time and try to secure a discount on a two-truck purchase. The lease financing proposal, from Sutphen's leasing partner, with several financing term options is attached for your consideration.

LEASE FINANCING PROPOSAL

Requested by
Dingee Machine, Co.
Larry Dingee

Representing



Presented To (As Lessee)
Town of Kennebunkport, ME

Proposal Date:	August 3, 2022			
Equipment Description:	(1) Sutphen Aerial			
Commencement Date:	September 1, 2022			
	<u>Option 1</u>	<u>Option 2</u>	<u>Option 3</u>	<u>Option 4</u>
Equipment Cost:	\$1,450,000	\$1,450,000	\$1,450,000	\$1,450,000
Lessee Down Payment:	<u>\$900,000</u>	<u>\$900,000</u>	<u>\$0</u>	<u>\$0</u>
Amount Financed:	\$550,000	\$550,000	\$1,450,000	\$1,450,000
Lease Term:	7 Years	9 Years	7 Years	9 Years
First Payment Date:	9/1/2024	9/1/2024	9/1/2024	9/1/2024
Payment Frequency:	Annual	Annual	Annual	Annual
Lease Rate:	3.98%	3.98%	3.63%	3.63%
Payment Amount:	\$95,231.49	\$76,864.74	\$246,910.36	\$198,749.91
Payment Factor:	0.17315	0.13975	0.17028	0.13707

Qualifications:

1. **Pricing:** This is a lease proposal for the payment stream(s) indicated above. If any of the information identified above are not correct, please advise us so that we can determine if a new proposal is required. Other important elements of this proposal are:

a) **Rate Expiration:** Due to the current increasing rate markets, this proposal is valid under the following circumstances:

- The award is received within 14 days of the Proposal Date.
- The transaction is closed within 60 days off the Proposal Date.

If you are unable to award within 14 days, please contact us prior to your decision meeting date and we will provide a current proposal.

b) **Closing Costs:** There will be no up-front costs of any kind charged by Lessor including closing costs, points, administrative costs, etc. Your attorney may charge you to review the lease documents and complete the opinion letter required with our lease documentation.

c) **Fixed Rates:** Rates for ten (10) years and under are fixed for the entire term. Terms over ten years have a one time rate adjustment after ten (10) years to the then current interest rates for the remaining term.

2. **Type of Lease:** This is a lease-purchase type of financing. After all the lease payments are made, Lessee will own the equipment without further cost.

3. **Financial Reporting:** All city, county and tax districts (including fire districts) will be expected to provide GAAP audited financial reports. All non-profit corporations (vfd's) will be expected to provide IRS 990 federal tax returns. If you do not maintain these types of financial reports, please contact us to discuss.

4. **Vendor Payable / Escrow Account (where applicable):** In the event that the truck(s) and/or equipment are not ready to be delivered, proceeds of this lease will be held in a vendor payable account until delivery/acceptance. This is a non-interest bearing account to Lessee.

5. **Credit Approval and Documentation:** This is a proposal only, and does not represent a commitment to lease. This financing is subject to credit review and approval and execution of mutually acceptable documentation, including the opinion of lessee's counsel opining that the agreement is legal, valid and binding, obligation of Lessee.

Financing by:

Contact:

Phone:

Email:

Web:

Leasing 2, Inc.

Brad Meyers

813-258-9888 x12

bmeyers@leasing2.com

www.leasing2.com



REQUEST TO PROCEED:

When you are ready to proceed with Leasing 2 towards finalizing this lease financing arrangement, please indicate so by signing below and completing the requested information. We will immediately email you our application. Thank you for your confidence and consideration.

Proposal date: August 3, 2022

Option Chosen: _____ (where applicable)

Upcoming Governing Body meeting date for lease approval: _____

Town of Kennebunkport, ME

Name of Lessee

Authorized Signature

Date

Printed Name Of Authorized Signature

Title

Contact Name (If Different Than
Authorized Signature)

Contact Phone

Contact E-Mail Address

Last month of your budget year?

*Please complete the above information and **fax or email** all pages of the proposal to
813-258-9333 / bmeyers@leasing2.com*



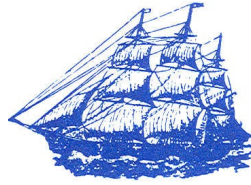
**** Important: A Resolution will be required with the lease contract ****

**In the event that you require board action to sign this proposal,
please call us so that we may forward the preferred form for the meeting.**

Rates Trending Up

Note that on the date of this proposal, rates were trending up. If your final decision is more than 14 days from the date of this proposal we suggest you contact us before your decision meeting for an updated quote.

AGENDA ITEM DIVIDER

**TOWN OF KENNEBUNKPORT, MAINE****Memorandum****Dt:** August 4, 2022**To:** Laurie Smith, Town Manager**Fr:** Eric J. Labelle, P.E., Principal Project/Process Engineer**Re:** Agenda item for the August 11 Selectmen's meeting – Pump Station Contractor Selection and Recommendation

Bids for the pump stations were opened on June 30, 2022. The results were as follows:

BIDDERS				Sargent Corporation		Northeast Earth Mechanics		Apex Construction	
BASE BID									
Bid Item No.	Description	Unit	Est. Quantity	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
1	Mobilization/Demobilization	LS	1	\$197,000.00	\$197,000.00	\$200,000.00	\$200,000.00	\$132,000.00	\$132,000.00
2A	Cape Porpoise Pump Station, Complete	LS	1	\$1,275,000.00	\$1,275,000.00	\$1,200,000.00	\$1,200,000.00	\$1,100,000.00	\$1,100,000.00
2B	Paddy Creek Pump Station, Complete	LS	1	\$1,375,000.00	\$1,375,000.00	\$1,200,000.00	\$1,200,000.00	\$1,100,000.00	\$1,100,000.00
2C	Wildes District Pump Station, Complete	LS	1	\$1,225,000.00	\$1,225,000.00	\$1,105,000.00	\$1,105,000.00	\$1,062,000.00	\$1,062,000.00
3	Over-Excavation and Replacement of Unsuitable Materials	CY	150	\$75.00	\$11,250.00	\$100.00	\$15,000.00	\$70.00	\$10,500.00
4	Rock Removal	CY	700	\$125.00	\$87,500.00	\$1.00	\$700.00	\$200.00	\$140,000.00
5	Owner's Contingency Allowance for Utility Fees	ALLOW	1	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
6	Allowance for Soil Compaction and Concrete Testing	ALLOW	1	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
TOTAL BASE BID					\$4,192,750.00		\$3,742,700.00		\$3,566,500.00

Apex Construction was the low bidder at \$3,566,500.

The pricing was significantly higher than our prior estimates of \$2.6 million. The engineers have met with the Apex to discuss possible options for reducing scope of the project to reduce price, however, viable options aggregated to less than \$100,000

in savings with decreased reliability for the pump station. We did believe the price reduction would not warrant the associated risks.

Evaluation of available funds:

On June 12, 2021, the Town approved the passage of a 6 million dollar bond to reconstruct 2 clarifiers, dewatering upgrades and 3 pumps stations.

Clarifiers – Work is substantially complete. Estimated completion price \$861,000.

Dewatering - Equipment is under contract to be manufactured at cost of \$380,000. Estimates for the demolition, reconstruction and installation of the dewatering area is estimated at \$1.2 million. Total estimated cost \$1.58 million.

We have approached the Maine Department of Environmental Protection to discuss possibility proceeding with a design/build project for the dewatering area. This may provide us savings and a reduction in construction time. Discussions are ongoing with Apex Construction for consideration should they be awarded the pump station project.

Pump Stations – As described above, estimated to be \$3,566,500.

While the pump stations prices were well above estimates, the clarifier and centrifuges were competitively bid which has allowed us to remain near budget.

Available Funds - \$6,127,000

Unexpended funds from prior loan/bond \$127,000
SRF Bond/Loan - \$6,000,000

Estimated Expenses - \$6,041,000

Clarifier - \$861,000
Dewatering - \$1,580,000
Pump Stations - \$3,566,500

Based on our estimates, this only allows for \$119,500 in contingency or 2.5% of the \$4,800,000 remaining in projects.

It would be more customary to carry a 10% contingency for unforeseen circumstances, or \$480,000.

Options:

1. We could remove one of the pump stations from the construction list. Under this scenario, the contractor may choose to renegotiate their pricing as this would be a significant scope change.
2. Apex is working with the Woodard Curran and the Town to review current \$1.2M estimate for the installation of the centrifuges and associated work. Apex could be awarded the pump station contract in its entirety. We would then be in a position to negotiate a change directive with Apex to install the centrifuges at a

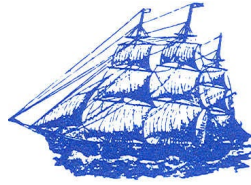
negotiated price. If we are unsuccessful in negotiating a satisfactory price, we could then proceed with Option 3.

3. Award the pump station contract to Apex. Advertise for bids for the installation of the centrifuges. Should pricing exceed available funds, take possession of the centrifuges which have been ordered composting operations and disposal with Casella until funding is identified.

Recommendation:

We would recommend that we proceed with Option 2. This would award the Pump Station contract to Apex in its entirety to construct all three pump stations located at Wildes District, Paddy Creek, and Cape Porpoise. We will continue to evaluate costs savings for the installation of the centrifuges.

AGENDA ITEM DIVIDER

**TOWN OF KENNEBUNKPORT, MAINE**

– INCORPORATED 1653 –

MEMORANDUM

To: Board of Selectmen and Laurie Smith, Town Manager
Fr: Chris Simeoni, Director of Public Works
Re: Consider granting authorization to the Public Works Director to enter into a purchase and sales agreement for a replacement one-ton dump truck.
Dt: July 26, 2022

As part of the FY '23 Public Works Budget, we budgeted \$70,000 to purchase a replacement one-ton dump truck for our 2009 Ford F350 dump truck. (Truck 6) On June 21st the Public Works Department went out to bid on a new replacement truck. Our invitation to bid was met with no bids due to supply chain issues, Ford's suspension of their order bank for Ford Super Duty's, Ford's suspension of municipal incentives and Ford's current inability to release pricing for the new model Super Duty. At this point, an order cannot even be placed with a dealer.

In performing some research, new and gently used cab & chassis Ford Super Duties do arrive at dealers from time to time. However, due to the supply chain issues, they do not last long as they are purchased almost immediately. Due to the short window of availability, it can be difficult to obtain authorization from the Select Board at a Selectmen's meeting in time to enter into a purchase and sales agreement with a dealer. I am requesting prior authorization from the Board to proceed with entering into a purchase and sales agreement, up to the budgeted amount of \$70,000, with a vehicle dealer upon locating an available truck. The truck would have to be of acceptable value and be inspected by our town mechanic prior to entering into a purchase and sales agreement. The parameters to which we would hold to would be:

- A new or gently used Ford Super Duty F350 DRW 4x4 cab & chassis with or without body/with or without snowplow.
- A new or gently used Ford Super Duty F250/F350 SRW 4x4 with or without snowplow.

AGENDA ITEM DIVIDER

Owner's Certification Regarding Eminent Domain

The undersigned Members of the Board of Selectmen of the Town of Kennebunkport, said Town of Kennebunkport being the Owner of property included in the Cape Porpoise Pier Project (the "Project"), EDA Award Number 01-79-15171, do hereby certify and confirm that:

1. The Owner will not use any available power of eminent domain (including the commencement of eminent domain proceedings) for the purpose of advancing the economic interests of private parties in connection with any property comprising the Project.
2. To the best of our knowledge and belief, prior to the Effective Date of this Certification, the Owner has not exercised any available power of eminent domain (including the commencement of eminent domain proceedings) for the purpose of advancing the economic interests of private parties in connection with any property comprising the Project.
3. The Owner was or will be required to properly use an available power of eminent domain in connection with the following aspects of the Project. (If more space is needed, please attach additional documentation describing the location and purpose of the Owner's proper use of eminent domain as an attachment and label each additional page "Exhibit 3A". If the use of eminent domain is not anticipated, please mark this section "N/A").
4. If an available power of eminent domain may be used in connection with the Project, the Owner will immediately contact the EDA regional office.
5. We, in our capacities as Member of the Board of Selectmen of the Town of Kennebunkport, are authorized on behalf of the Applicant to make this Certification which is binding on the Applicant.

IN WITNESS WHEREOF, the undersigned Members of the Board of Selectmen of the Town of Kennebunkport have hereby executed this instrument as of the _____ day of _____, 2022.

[End of page. Execution page follows.]

Witness

Edward W. Hutchins II, Board Member
and Chair

Witness

Donald Michael Weston, Board Member
and Vice Chair

Witness

Allen A. Daggett, Board Member

Witness

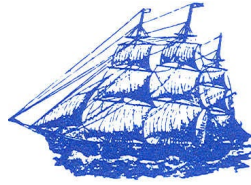
Sheila W. Matthews - Bull, Board
Member

Witness

Jon D. Dykstra, Board Member

Town of Kennebunkport
c/o Laurie Smith
Town Manager
P.O. Box 566
Kennebunkport, ME 04046
(207) 967-1606

AGENDA ITEM DIVIDER



TOWN OF KENNEBUNKPORT, MAINE

– INCORPORATED 1653 –

MEMORANDUM

To: Board of Selectmen and Laurie Smith, Town Manager
 Fr: Chris Simeoni, Director of Public Works
 Re: Consider Requests for Multiple Street Opening Permits
 Dt: July 26th, 2022

The Public Works Department has received multiple requests for street opening permits. They are as follows:

Contractor	Address	Purpose
George Burr & Sons	35 Turbats Creek Road	Sewer lateral tie in
Mark Welch & Sons	Bath Lane at Old Cape Rd.	Water service tie-in
Nelson Property Services	164 Wildes District Road	Water service/sewer lateral tie-ins
Coastal Creations of Maine	Slack Tide Road at Mills Road	Water service tie-in

The contractors have submitted a street opening permit application as required by the ordinance. (Please see attached documents.) After properly backfilling and compacting, the contractor will be required to repair the pavement cut by adding 2 ½" of base asphalt material. After the material has been in place for one year, the contractors will be required to mill/grind 25' the entire width of the road on both sides of the cut and overlay the entire area with 1.5" of finish asphalt. (With the exception of Old Cape Road and Wildes District Roads due to the Town paving plan as we will be paving these in the near future.) Contractors are required to provide and utilize their own traffic control and maintain the work to one lane at a time.

It is my recommendation to authorize the above street opening permits with the conditions noted above.

TOWN OF KENNEBUNKPORT
Street Opening Permit

PROPERTY INFORMATIONName of Homeowner: MITCHELL MATTHEWSDate: 7-21-22Address: 23 Ward Rd Kennebunkport ME 04046Telephone: 802-999-7890Map, Block, Lot: 20-4-15Street to be excavated: Turbats Creek Rd* Size of excavation (length and width): 4'x28'Reason for excavation: NEW WATER SERVICE

Permit Conditions: If there is, any intrusion into the black top, road should be paved from curb to curb.

CONTRACTOR INFORMATION* Date of excavation: TBDName of Contractor: George Burr + Son IncAddress: 69 Old Falls Rd Kennebunk ME 04043Telephone: 207-468-1646

Fax: _____

BOND & INSURANCE INFORMATIONPerformance Bond: ☐ Cash ☐ Check ☐ Money Order ☐ Surety Bond ☒ OtherBond Amount: \$2,000.00Company that issued the bond (if applicable): HCM Ins. Co.Person or entity providing the bond to the Town (contractor, property owner, other): George Burr + Son Inc.Insurance Company: Lyons Insurance Co.* Signature of person completing the application: [Signature]Date: 7-21-22**APPROVED**

Highway Superintendent: _____

Selectmen: _____

Selectmen: _____

Date Approved: _____

Selectmen: _____

Selectmen: _____

Selectmen: _____

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

KPort



Property Card: 35 TURBATS CREEK ROAD

Town of Kennebunkport, ME

Parcel Information	
Parcel ID: 20-4-15 Vision ID: 3638 Owner: MATTHEWS, MITCHELL F & EMILY W Co-Owner: Mailing Address: 23 WARD ROAD KENNEBUNKPORT, ME 04046	Map: 20-4 Lot: 15 Use Description: Single Family Zone: VRE Land Area in Acres: 4.1
Sale History	Assessed Value
Book/Page: 18859/577 Sale Date: 11/3/2021 Sale Price: \$0.00	Land: \$68,900 Buildings: \$0 Extra Bldg Features: \$0 Outbuildings: \$0 Total: \$68,900

Building Details: Building # 1		
	Model: Residential Living Area: 3024 Appr. Year Built: 2021 Style: Cape Cod Stories: 2 Occupancy: 1 No. Total Rooms: 8 No. Bedrooms: 4 No. Baths: 2 No. Half Baths: 1	Int Wall Desc 1: Drywall/Sheet Int Wall Desc 2: Ext Wall Desc 1: Clapboard Ext Wall Desc 2: Wood Shingle Roof Cover: Asph/F Gls/Cmp Roof Structure: Gable/Hip Heat Type: Forced Air-Duc Heat Fuel: Gas A/C Type:



www.cai-tech.com

Data shown on this report is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this report.



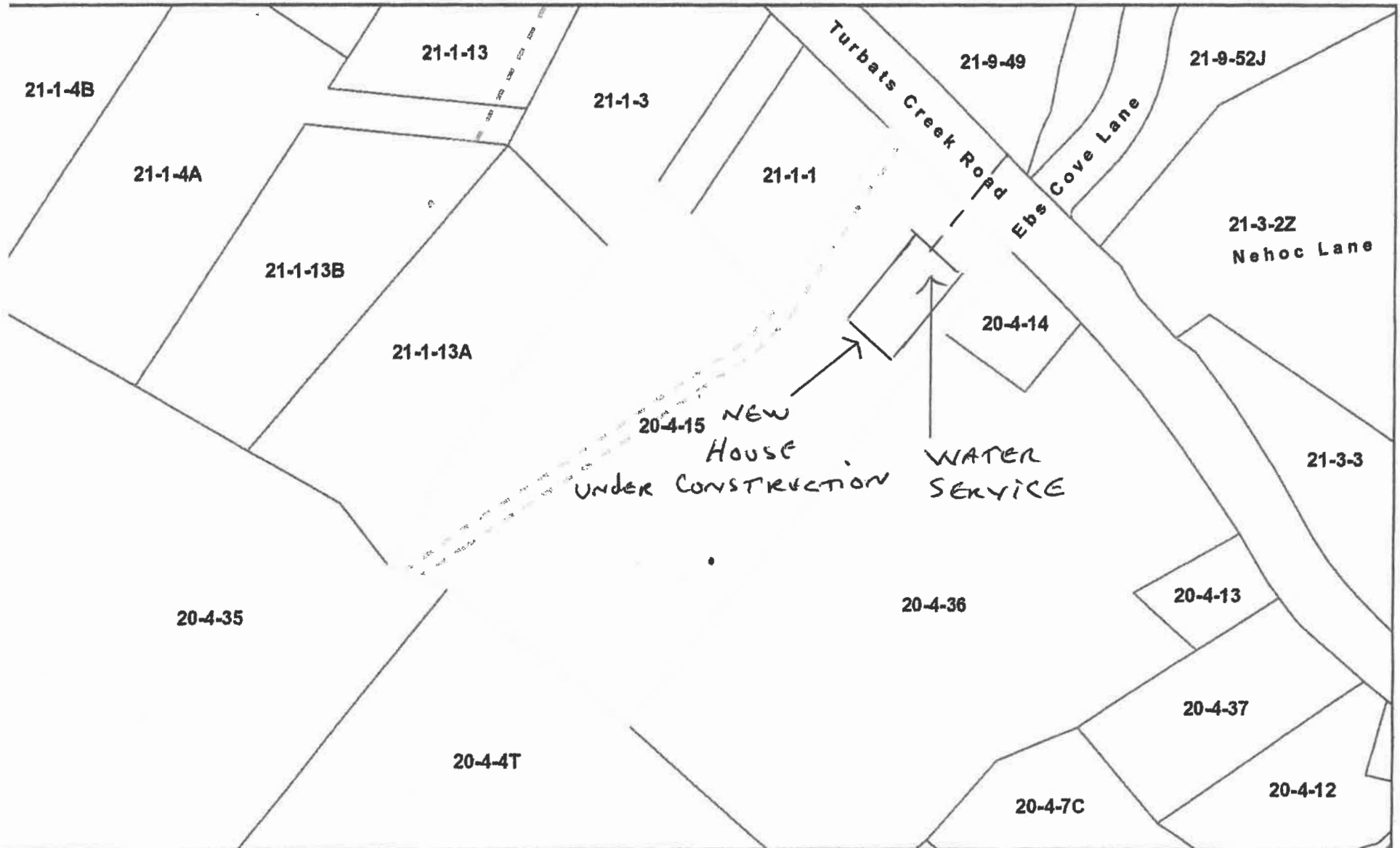
Kennebunkport, ME



July 13, 2022

1 Inch = 136 Feet

www.cai-tech.com



LICENSE OR PERMIT BOND

BOND NO. S-926054

KNOW ALL MEN BY THESE PRESENTS THAT WE,

George Burr & Son Inc

69 Old Falls Road

Kennebunk

ME 04043

of
as Principal, and

NGM Insurance Company

, a Florida

corporation with its principal

office at 55 West Street

Keene NH 03431-7000

are held and firmly bound unto

, as Surety,

Town of Kennebunkport

in the sum of Two Thousand and 00/100 Dollars

(\$2,000), for the payment of which sum, well and truly to be made, we bind ourselves, our personal representatives, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such, that whereas the Principal has obtained, or shall obtain, a license or permit from the Oblige for Street Opening - Water Service into new home and have to cross street

at Turbats Creek Road, Kennebunkport, ME 04046

for the term commencing on the 20th day of

July

, 2022

and ending on the 20th day of

July

, 2023

NOW, THEREFORE, if Principal shall faithfully observe and comply with all terms of the underlying license or permit, and all Ordinances, Rules and Regulations, and any Amendments thereto, applicable to the obligation of this bond, then this obligation shall become void and of no effect, otherwise to be and remain in full force and virtue.

The Surety may, if it shall so elect, cancel this bond by giving thirty (30) days written notice to the Oblige and the bond shall be deemed canceled at the expiration of said period; the Surety remaining liable, however subject to all the terms, conditions and provisions of this bond, for any act or acts covered which may have been committed by the Principal up to the date of such cancellation.

PROVIDED, HOWEVER, that this bond may be continued from year to year by certificate executed by the Surety hereon. Regardless of the number of years or terms this bond remains in effect, and regardless of the number and amount of claims that may be made, the maximum aggregate liability of the Surety is limited to the penal sum of the bond.

SIGNED, SEALED AND DATED on this 20th day of July, 2022.

George Burr & Son Inc

By

George Burr

NGM Insurance Company

By

Nancy Giordano-Ramos
Nancy Giordano-Ramos

Attorney-in-Fact





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/20/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lyons Agency for Insurance PO Box 950 Kennebunk ME 04043		CONTACT NAME: Lisa Ricker PHONE (A/C, No, Ext): (207) 985-2901 FAX (A/C, No): (207) 985-2932 E-MAIL ADDRESS: lricker@LyonsAgencyInsurance.com	
INSURED GEORGE BURR & SON, INC. 69 OLD FALLS ROAD KENNEBUNK ME 04043		INSURER(S) AFFORDING COVERAGE INSURER A: Union Insurance Co. NAIC # 25844 INSURER B: Acadia Insurance Co. 31325 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 2022-23

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			CPA0348866-22	06/30/2022	06/30/2023	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000				
			MED EXP (Any one person) \$ 10,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
B	<input type="checkbox"/> AUTOMOBILE LIABILITY			CAA0348868-22	06/30/2022	06/30/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input checked="" type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY	<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			CUA0348869-22	06/30/2022	06/30/2023	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 2,000,000
	DED \$ RETENTION \$						\$
A	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCA0348870-22	06/30/2022	06/30/2023	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input checked="" type="checkbox"/> Y	N/A				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Town of Kennebunkport 6 Elm Street Kennebunkport ME 04046

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Lisa Ricker

TOWN OF KENNEBUNKPORT**Street Opening Permit****PROPERTY INFORMATION**

Name of Homeowner: Smath LLC Date: 7/13/22
 Address: PO Box 1424 Kennebunkport
 Telephone: 207-229-8812 Map, Block, Lot: 22, 9, 12
 Street to be excavated: Old Cape Road
 Size of excavation (length and width): 20' x 3'
 Reason for excavation: New water Service

Permit Conditions: If there is, any intrusion into the black top, road should be paved from curb to curb.

CONTRACTOR INFORMATION

Date of excavation: July/August 2022
 Name of Contractor: M. Welch + Sons Inc
 Address: 24 Welch Lane Arundel ME
 Telephone: 985-7605 Fax: 985 7792
arson@mwelchandsons.com

BOND & INSURANCE INFORMATION

Performance Bond: ☐ Cash ☐ Check ☐ Money Order ☐ Surety Bond ☐ Other

Bond Amount: \$2,000.00

Company that issued the bond (if applicable): The Hanover Insurance Group

Person or entity providing the bond to the Town (contractor, property owner, other): M. Welch + Sons Inc

Insurance Company: Chalmers Insurance

Signature of person completing the application: [Signature] Date: 7/25/22

APPROVED

Highway Superintendent: _____

Selectmen: _____

Selectmen: _____

Date Approved: _____

Selectmen: _____

Selectmen: _____

Selectmen: _____

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

Application Fee: \$25.00

Date Paid: _____

Amount Paid: _____

☐ Cash ☐ Check ☐ Money Order



22-9-9

22-9-78A
Belt Lane

22-9-11A

22-9-11C

22-9-11A

22-9-2

22-9-24A

22-9-12B

22-9-7

22-9-6

3' wide cut across
Old Cape Road

a
22-9-12

22-9-12A

22-9-13A

22-9-13

22-9-15

22-9-16

22-9-17

22-9-14

22-9-18

22-9-19

22-9-20

Briggs Way

Main Street

School Street

22-1-9D

22-1-9B

22-1-10P

22-2-1

22-3-13

22-3-12

22-3-15



The Hanover Insurance Company | 440 Lincoln Street, Worcester, MA 01653
Citizens Insurance Company of America | 645 West Grand River Avenue, Howell, MI 48843
Massachusetts Bay Insurance Company | 440 Lincoln Street, Worcester, MA 01653

LICENSE OR PERMIT TERM BOND

Bond No. BLPJ083957

KNOW ALL MEN BY THESE PRESENTS, that we, M WELCH & SONS INC, AARON WELCH

of 24 WELCH LANE ARUNDEL, ME 04046

as Principal, and ☒ The Hanover Insurance Company (A New Hampshire Corporation) and/or ☐ Massachusetts Bay Insurance Company (A New Hampshire Corporation), as Surety, are held and firmly bound unto

Maine

, as Obligee, in

the penal sum of Two Thousand Dollars

(\$2,000.00)

Dollars, good and lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, and our heirs, executors, administrators, jointly and severally, firmly by these presents.

WHEREAS the said Principal has applied to said Obligee for a license or permit for

Street Opening

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the said Principal shall faithfully observe and honestly comply with the provisions of all Laws and Ordinances of said Obligee regulating the business for which license or permit is issued, then this obligation shall be void; otherwise to be and remain in full force and virtue.

LIABILITY UNDER THIS BOND SHALL terminate as of the 1st day of August, 2024 as to any acts subsequent thereto, unless said bond is continued in force from year to year by the issuance of a continuation certificate issued by the Surety. The aggregate liability of the Surety shall in no event exceed the amount of this bond regardless of the number of claims against the bond or the number of years the bond remains in force.

PROVIDED, THE LIABILITY OF THE SURETY may be terminated at any time by filing with the Obligee ten (10) days written notice of its desire to be relieved of liability. The Surety shall not be discharged from any liability already incurred under this bond, or which shall accrue hereunder before the expiration of the ten day period.

Signed, sealed and dated the 1st day of August, 2022

M WELCH & SONS INC, AARON WELCH

Principal

By: [Signature]

☒ THE HANOVER INSURANCE COMPANY

By: [Signature]

Pamela J. Fuller,

Attorney-in-Fact

☐ MASSACHUSETTS BAY INSURANCE COMPANY

By: _____

Attorney-in-Fact



TOWN OF KENNEBUNKPORT
Street Opening Permit

Item 15.c

PROPERTY INFORMATION

Name of Homeowner: Bowsprit Kennebunkport, LLC Date: July 25, 2022
Address: 15 Sullivan St. Charlestown, MA 02129
Telephone: 617-947-1119 Map, Block, Lot: Lot Map 22, Block 03, Lot 06
Street to be excavated: Wildes District Road, Route 9
Size of excavation (length and width): 2 - 6'x20'
Reason for excavation: New Water and Sewer Services
Permit Conditions: If there is, any intrusion into the black top, road should be paved from curb to curb.

CONTRACTOR INFORMATION

Date of excavation: August/September 2022
Name of Contractor: Nelson Property Services, Inc
Address: 1035 Ocean Ave Portland, ME 04103
Telephone: 207-887-9468 Fax: _____

BOND & INSURANCE INFORMATION

Performance Bond: ☐ Cash ☐ Check ☐ Money Order ☐ Surety Bond ☐ Other
Bond Amount: \$40,100
Company that issued the bond (if applicable): TBD
Person or entity providing the bond to the Town (contractor, property owner, other): Bowsprit Kennebunkport, LLC
Insurance Company: Nautilus Insurance Co.
Signature of person completing the application: _____ Date: 7/25/22

APPROVED

Highway Superintendent: _____ Selectmen: _____
Selectmen: _____ Selectmen: _____
Selectmen: _____ Selectmen: _____
Date Approved: _____

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

Application Fee: \$25.00
Date Paid: _____
Amount Paid: _____
☐ Cash ☐ Check ☐ Money Order

PROPOSED

[illegible]

2. REFER TO SHEET C1.0 FOR BOUNDARY AND TOPOGRAPHIC INFORMATION

1. ALL UNDERSPECIFIED AREAS AND CONTROL SHALL BE IDENTIFIED IN THE FIELD BY THE CONTRACTOR REPRESENTATIVE.
2. ACTIVITIES AND DISPOSITIONS SHALL BE REPORTED IMMEDIATELY TO THE OWNER'S REPRESENTATIVE.
3. DO NOT SCALE THE BROWNS FOR REQUIRED DIMENSIONS, ANY DISCREPANCIES IN DIMENSIONING SHALL BE REPORTED IMMEDIATELY TO THE OWNER'S REPRESENTATIVE.
4. CONSTRUCTION SHALL BE STAGED OUT BY THE CONTRACTOR AND REVIEWED BY THE OWNER'S REPRESENTATIVE IN ORDER TO PREVENT UNNECESSARY DELAYS.
5. PROTECT ALL EXISTING TREES AND WHERE NEAR WORK AREAS EXISTING.
6. ALL DISTURBED AREAS AND ANY CONTIGUOUS AREAS SHALL BE RECLAIMED AND RESEED.
7. CENTER LINES OF HIGHWAY AND ADJACENT, PROPOSED PARKING LOTS AND PROPOSED CITY UTILITY LINES SHALL BE LOCATED AND MARKED BY PROFESSIONAL LAND SURVEYOR.
8. ALL EXISTING PLUMBING AND WASTE LINES, AIRLINES, UNDERGROUND AND CONCRETE WATER MAINS SHALL.
9. ALL EARTH EXCAVATION OF WORK SHALL BE LIMITED TO THE EXTENT'S SHOWN.

1. REFER TO SHEET 21.0 FOR BUILDING AND ZONING REGULATIONS.

- [illegible]



15 Sullivan Street
Charlestown, Massachusetts 02129



WALSH
ENGINEERING ASSOCIATES, INC.

One Karen Dr., Suite 28 | Westbrook, Maine 04090
ph: 207.663.0000 | www.walsh-eng.com

Copyright © 2003

Site Utilities Plan

Job No.:	750	Sheet No.:	
Date:	May 08, 2009		
Scale:	1" = 40'		
Drawn:	CAH		

C2.1



BOWSKEN-01

KMICHA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/25/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Clark Insurance 1945 Congress Street, Bldg A PO Box 3543 Portland, ME 04104-3543	CONTACT NAME: PHONE (A/C, No, Ext): (207) 774-6257 E-MAIL ADDRESS: info@clarkinsurance.com FAX (A/C, No): (207) 774-2994
INSURED Bowsprit Kennebunkport, LLC 15 Sullivan Street Charlestown, MA	INSURER(S) AFFORDING COVERAGE INSURER A: Nautilus Ins Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		NN1380406	3/26/2022	3/26/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Town of Kennebunkport
6 Elm Street
Kennebunkport, ME 04046

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

TOWN OF KENNEBUNKPORT
Street Opening Permit

Item 15.d

PROPERTY INFORMATION

Name of Homeowner: Cornfield, LLC Date: 7/26/22
Address: 10 Slack Tide Rd
Telephone: 207 232 4991 Map, Block, Lot: 22 / 9 / 45A
Street to be excavated: Mills Road (Route 9)
Size of excavation (length and width): 30' x 6'
Reason for excavation: Tie into Public water Main

Permit Conditions: If there is, any intrusion into the black top, road should be paved from curb to curb.

CONTRACTOR INFORMATION

Date of excavation: _____
Name of Contractor: Coastal Creations of Maine - Woods Excavation
Address: 121 Whites Point Rd Standish, ME 04084
Telephone: 207 232 4991 Fax: _____

BOND & INSURANCE INFORMATION

Performance Bond: ☐ Cash ☐ Check ☐ Money Order ☒ Surety Bond ☐ Other

Bond Amount: \$2000-

Company that issued the bond (if applicable): Merchants Bonding Company

Person or entity providing the bond to the Town (contractor, property owner, other): Woods Excavation

Insurance Company: Merchants' Bonding Company

Signature of person completing the application: [Signature]

Date: 7/26/22

APPROVED

Highway Superintendent: [Signature]

Selectmen: _____

Selectmen: _____

Selectmen: _____

Selectmen: _____

Selectmen: _____

Date Approved: _____

Application Fee: \$25.00

Date Paid: 7/29/22

Amount Paid: 25

☐ 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.**

[Signature]

MERCHANTS
BONDING COMPANY™

MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

LICENSE AND PERMIT BOND

Bond No. ME5982742

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Woods Excavating, LLC
of Westbrook, State of Maine, as Principal,
and Merchants Bonding Company (Mutual), a corporation duly licensed to do business in the State of
Maine, as Surety, are held and firmly bound unto
Town of Kennebunkport, Oblige, in the penal
sum of Two Thousand Dollars (\$2,000.00) DOLLARS.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas, the Principal has been licensed
Street Opening

Slack Tide, Kennebunkport, Maine

by the Oblige.

NOW THEREFORE, if the Principal shall faithfully perform the duties and in all things comply with the laws
and ordinances, including all Amendments, appertaining to the license or permit applied for, then this obligation
to be void, otherwise to remain in full force and effect for a period commencing on the 28th day of
July, 2022, and ending on the 28th day of July,
2023, unless renewed by Continuation Certificate.

This bond may be terminated at any time by the Surety upon sending notice in writing to the Oblige and to the
Principal, in care of the Oblige or at such other address as the Surety deems reasonable, and at the expiration of
thirty-five (35) days from the mailing of notice or as soon thereafter as permitted by applicable law, whichever is later,
this bond shall ipso facto terminate and the surety shall thereupon be relieved from any liability for any subsequent
acts or omissions of the Principal.

No right of action shall accrue on this bond to or for the use of any person or corporation other than Oblige
named herein.

Dated this 28th day of July, 20 22

Woods Excavating, LLC

Principal

Countersigned (if required):

Principal

By: _____

Merchants Bonding Company (Mutual)

By: William Warner Jr.

William Warner Jr., Attorney-in-Fact



MERCHANTS
BONDING COMPANY, INC.
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

William Warner Jr.

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

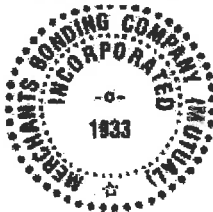
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 28th day of July, 2022.



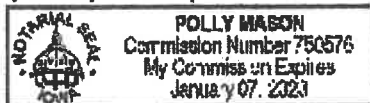
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 28th day of July, 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Polly Mason

Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

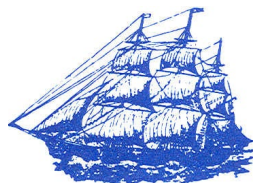
I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 28th day of July, 2022.



William Warner Jr.
Secretary

AGENDA ITEM DIVIDER



TOWN OF KENNEBUNKPORT, MAINE

– INCORPORATED 1653 –

Memorandum

To: Board of Selectmen and Laurie Smith, Town Manager
Fr: Rotary Club
Re: Annual Duck Race
Dt: July 12, 2022

The Annual Duck Race is celebrating its 30th anniversary in 2022. This year, it is back to being held in August. Previous few years, COVID-19 made its corrections and forced the delay of the race to October.

The Rotary Club asks the permission to rename the Dock Square to the “Duck Square” for one day on August 13 from the Board of Selectmen.

AGENDA ITEM DIVIDER

2022 Committee/Board New Appointments

Last Name	First Name	Committee	New Term	Comments
Bliss	Megan	Recreation Committee	Jul-23	Appointment
Donath	Bruce	Recreation Committee	Jul-23	Appointment
Matthews	Kyle	Recreation Committee	Jul-23	Appointment
Streiff	Susan	Recreation Committee	Jul-23	Appointment
McLaughlin	Charles	Cape Porpoise Pier Committee	Jul-23	Appointment
Noyes	Ryder	Cape Porpoise Pier Committee	Jul-23	Appointment
Audley	Christopher	Government Wharf Committee	Jul-23	Appointment



Kennebunkport

MAINE

Published on *Town of Kennebunkport, ME* (<https://www.kennebunkportme.gov>)

[Home](#) > [Boards & Committees](#) > [Board of Selectmen](#) > [Online Application for Boards/Committees](#) > [Webform results](#) > [Online Application for Boards/Committees](#)

Submission information

Form: [Online Application for Boards/Committees](#) [1]
Submitted by Anonymous (not verified)
August 5, 2022 - 10:31am
2603:7080:d3c:d6e8:38d5:2d69:733a:9a70

Choose from the following:

Recreation Committee

Please provide the following information:

Full Name

Megan Bliss

Email

meganabliss@gmail.com

Residential Address

5 Ridge Ln, Kennebunkport ME 04046

Residential Phone

2072942130

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:

I volunteered and was on River Tree Art's programming committee for 2 years to help them develop the art programs they offered both children and adults for our community. I stepped down in the Spring of 2022 so I could have more time for my newborn.

Do you have any skills, experience, or training you would like to mention?

I have a degree in Art Education and taught several art programs at River Tree Arts for 3 years to both children and adults. I also managed marketing and event planning while I worked there. I currently own and operate my own business in Lower Village called Lower Village Frameworks, which is a custom picture frame shop

What is your reason for wanting to serve on this board or committee?

I have lived and worked in the community for 15 years and have two young children just entering the school system. I would like to serve the committee by offering the community my perspective as an invested parent, neighbor and business owner.

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

Recreation Committee

Source URL: <https://www.kennebunkportme.gov/node/2661/submission/16986>

Links

[1] <https://www.kennebunkportme.gov/board-selectmen/webforms/online-application-boardscommittees>



Kennebunkport

M A I N E

Published on *Town of Kennebunkport, ME* (<https://www.kennebunkportme.gov>)

[Home](#) > [Boards & Committees](#) > [Board of Selectmen](#) > [Online Application for Boards/Committees](#) > [Webform results](#) > Online Application for Boards/Committees

Submission information

Form: [Online Application for Boards/Committees](#) [1]

Submitted by Anonymous (not verified)

August 4, 2022 - 5:55pm

98.11.8.107

Choose from the following:

Recreation Committee

Please provide the following information:

Full Name

Bruce Donath

Email

brucedonath@gmail.com

Residential Address

17B Grove Street

Residential Phone

6179741368

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:

Atlantic Hall Board of Directors - since 2010

Habitat for Humanity York County - Treasurer 2007 to 2013, Site Development Committee, 2018-present

Church on the Cape, Choir 2007 to 2020, Co-lay leader continuing

Elm Tree watch committee - 2018-present

Do you have any skills, experience, or training you would like to mention?

Good with financial matters based upon education, and owner of small business.

What is your reason for wanting to serve on this board or committee?

Recreation programs are an important part of 'the glue' of a community. Though this often means programs for young people, I also am interested in how we can serve the older residents with realistic opportunities.

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

Given my other commitments, I am only applying to be named to the Recreation Committee.

Source URL: <https://www.kennebunkportme.gov/node/2661/submission/16976>

Links

[1] <https://www.kennebunkportme.gov/board-selectmen/webforms/online-application-boardscommittees>



Kennebunkport

MAINE

Published on *Town of Kennebunkport, ME* (<https://www.kennebunkportme.gov>)

[Home](#) > [Boards & Committees](#) > [Board of Selectmen](#) > [Online Application for Boards/Committees](#) > [Webform results](#) > Online Application for Boards/Committees

Submission information

Form: [Online Application for Boards/Committees](#) [1]

Submitted by Anonymous (not verified)

August 2, 2022 - 5:19pm

98.11.17.197

Choose from the following:

Recreation Committee

Please provide the following information:

Full Name

Kyle Matthews

Email

kylehmatthews207@gmail.com

Residential Address

7 Wood Road, Kennebunkport, Maine 04046

Residential Phone

207-423-3302

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:

I am on the board of TMCF and volunteer with the KCT.

Do you have any skills, experience, or training you would like to mention?

As part of the board of the TMCF, I've gained experience through our fund raising efforts over the past 8 years doing our annual wiffle ball tournament - the charity has raised over \$850k and has put \$600k of that back into the community in a variety of ways.

What is your reason for wanting to serve on this board or committee?

I enjoy giving back to the community that's given me so much.

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

Recreation

growth planning

budget board

Source URL: <https://www.kennebunkportme.gov/node/2661/submission/16956>

Links

[1] <https://www.kennebunkportme.gov/board-selectmen/webforms/online-application-boardscommittees>



Kennebunkport

MAINE

Published on *Town of Kennebunkport, ME* (<https://www.kennebunkportme.gov>)

[Home](#) > [Boards & Committees](#) > [Board of Selectmen](#) > [Online Application for Boards/Committees](#) > [Webform results](#) > [Online Application for Boards/Committees](#)

Submission information

Form: [Online Application for Boards/Committees](#) [1]

Submitted by Anonymous (not verified)

July 12, 2022 - 4:09pm

24.39.222.170

Choose from the following:

Cape Porpoise Pier Advisory Committee

Please provide the following information:

Full Name

charles h mclaughlin

Email

alderrun@gmail.com

Residential Address

49 Pier Rd Kennebunkport Maine

Residential Phone

2072865414

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:

Do you have any skills, experience, or training you would like to mention?

What is your reason for wanting to serve on this board or committee?

We live full time on Pier Rd and Peter asked me to be on the committee

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

Source URL: <https://www.kennebunkportme.gov/node/2661/submission/16776>

Links


[1] <https://www.kennebunkportme.gov/board-selectmen/webforms/online-application-boardscommittees>

TOWN OF KENNEBUNKPORT
Application for Boards, Committees & Commissions

To the Town Manager:

I hereby request to be considered for membership to the following board(s) and/or committee(s): (If more than one, please indicate your preference: 1,2,3...)

- | | |
|---|---|
| <input type="checkbox"/> Administrative Code Committee | <input type="checkbox"/> Lighting Committee |
| <input type="checkbox"/> Board of Assessment Review | <input type="checkbox"/> Parsons Way |
| <input type="checkbox"/> Budget Board | <input type="checkbox"/> Planning Board |
| <input checked="" type="checkbox"/> Cape Porpoise Pier Advisory Committee | <input type="checkbox"/> Road Book Committee |
| <input type="checkbox"/> Cemetery Committee | <input type="checkbox"/> Sewer Advisory Committee |
| <input type="checkbox"/> Conservation Commission | <input type="checkbox"/> Shade Tree Committee |
| <input type="checkbox"/> Government Wharf Committee | <input type="checkbox"/> Shellfish Advisory Committee |
| <input type="checkbox"/> Growth Planning Committee | <input type="checkbox"/> Solid Waste Committee |
| <input type="checkbox"/> Kennebunk River Committee | <input type="checkbox"/> Zoning Board of Appeals |


Signature of Applicant

7/18/22
Date

Preliminary Information

Name (Print): Ryder Noyes

Residence Address: 98 Sinnott Rd. Phone: (207) 590-9832

Business Address: _____ Phone: _____

Mailing Address: _____

(if different) _____

E-mail Address: Ryder Noyes 1990@gmail.com

Membership in community organizations:

Organization	Dates	Activities
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Do you have any skills, experience, or training you would like to mention?

~~MM~~ Commercial Fisherman, Pre Medical Degree from University of Maine.

What is your reason for wanting to serve on this board or committee?

Fishing & helping to improve the quality of the pier

Are you registered to vote in Kennebunkport? Please check one: ☐ Yes ☒ No

Please return the completed application to: Town Manager, 6 Elm St., P.O. Box 566, Kennebunkport, ME 04046. You will be contacted upon receipt.

TOWN OF KENNEBUNKPORT

Application for Boards, Committees & Commissions

To the Town Manager:

I hereby request to be considered for membership to the following board(s) and/or committee(s): (If more than one, please indicate your preference: 1,2,3...)

- | | |
|--|---|
| <input type="checkbox"/> Administrative Code Committee
<input type="checkbox"/> Board of Assessment Review
<input type="checkbox"/> Budget Board
<input type="checkbox"/> Cape Porpoise Pier Advisory Committee
<input type="checkbox"/> Cemetery Committee
<input type="checkbox"/> Conservation Commission
¹ <input checked="" type="checkbox"/> Government Wharf Committee
² <input checked="" type="checkbox"/> Growth Planning Committee
<input type="checkbox"/> Kennebunk River Committee | ³ <input checked="" type="checkbox"/> Lighting Committee
⁴ <input checked="" type="checkbox"/> Parsons Way
<input type="checkbox"/> Planning Board
<input type="checkbox"/> Road Book Committee
<input type="checkbox"/> Sewer Advisory Committee
<input type="checkbox"/> Shade Tree Committee
<input type="checkbox"/> Shellfish Advisory Committee
<input type="checkbox"/> Solid Waste Committee
<input type="checkbox"/> Zoning Board of Appeals |
|--|---|

P. Audley July 12 22
 Signature of Applicant Date

Preliminary Information

Name (Print): Christopher Audley
 Residence Address: 9 Wildes Dist. Rd, Phone: 967 2612
 Business Address: Cell 604 4428 Same Phone: _____
 Mailing Address: _____
 (if different) _____
 E-mail Address: no email

Membership in community organizations:

Organization	Dates	Activities
<u>Headed Project Graduation</u>	<u>for 12 years</u>	
<u>Youth Services Comishion</u>	<u>till it finished</u>	
<u>Jump Start Kennebunk Police Dept.</u>	<u>till it finished</u>	
<u>Post Prom party</u>	<u>FOR # YEARS</u>	
<u>Robot MASTER</u>	<u>FOR MANY YEARS</u>	
<u>Rotarian of the Year and headed many Rotary Community events</u>		

Do you have any skills, experience, or training you would like to mention?

See organization list

SORRY I HAVE A BOUT TYPEST ON WRITEN

What is your reason for wanting to serve on this board or committee?

WE SHOULD SUPPORT A TOWN WE LIVE IN ANY HOW

Are you registered to vote in Kennebunkport? Please check one: ☒ Yes ☐ No

Please return the completed application to: Town Manager, 6 Elm St., P.O. Box 566, Kennebunkport, ME 04046. You will be contacted upon receipt.

AGENDA ITEM DIVIDER

Town of Kennebunkport
FY22 Carryforward Request

Account Name	Account Number	Amount	Justification
Administration Salaries	25.01.10.01	20,000.00	Potential salary adjustments
Administration Training	25.01.12.08	2,900.00	Additional training opportunities
Administration Professional	25.01.20.06	3,600.00	Website upgrade
Administration Technology	25.01.20.08	3,000.00	New laptop and server costs
Planning Dev Salaries	25.12.10.01	15,000.00	Potential salary adjustments
Planning & Dev Professional	25.12.20.06	10,000.00	Planning
Article 5 General Government		54,500.00	
Police Salaries	27.01.10.01	10,000.00	Potential signing bonuses
Police Salaries	27.01.10.01	10,000.00	Potential salary adjustments
Police Salaries	27.01.10.10	30,000.00	Overtime costs to send new hires to academy
Police Uniforms	27.01.12.12	7,000.00	Uniform costs
Police Vehicles & Equipment	27.01.35.03	8,000.00	Overage on police cruiser
Fire Call Firefighters	27.03.10.07	13,000.00	More training required
Fire Training	27.03.12.08	1,300.00	Additional training opportunities
Fire Physicals	27.03.12.13	600.00	Additional medical clearance for aging call crew
Fire Equipment	27.03.30.03	1,200.00	Replace gas powered vent fan
Fire Computers	27.03.30.08	1,700.00	Technology needs
Fire Vehicles & Equipment	27.03.35.03	600.00	55 gallon drum of engine oil
Article 6 Public Safety		83,400.00	
Building Maintenance	29.02.35.01	700.00	Floor stripping and waxing
Unacceptable Waste	29.02.50.11	1,000.00	Disposal of hazardous waste
Operating Supplies	29.02.60.09	7,000.00	COVID test kits
Article 7 Health & Welfare		8,700.00	
Highway Salaries	31.01.10.01	10,000.00	Potential salary adjustments
Highway Professional	31.01.20.06	3,800.00	Public process for Wildes District Road project
Highway Equipment	31.01.30.03	2,600.00	Replace leaf blower for cemetery maintenance
Highway Patch	31.01.30.16	3,500.00	Mill and overlay Wildes District Road
Shade Tree Planting	31.04.20.16	10,000.00	Unfinished projects
Shade Tree Cutting & Pruning	31.04.20.18	6,500.00	Unfinished projects
Shade Tree Fertilizing	31.04.20.37	3,000.00	Unfinished projects
Article 8 Public Works		39,400.00	
Contingency-Salaries	37.07.10.01	10,000.00	Salary market adjustments
Contingency-Fuel	37.07.15.04	10,000.00	Fuel reserve
Contingency-Selectmen's	37.07.50.01	4,000.00	Planning and engineering
Article 9 Recreation, Culture, Contingency		24,000.00	
Total FY22 Carryforward Requests		210,000.00	

AGENDA ITEM DIVIDER



Maine Municipal
Association

60 COMMUNITY DRIVE
AUGUSTA, MAINE 04330-9486
(207) 623-8428
www.memun.org

Item 19

TO: Key Municipal Officials of MMA Member Cities, Towns and Plantations

FROM: Catherine Conlow, MMA Executive Director

DATE: July 5, 2022

SUBJECT: MMA Annual Election - Vice President and Executive Committee Members

Deadline: Friday, August 19, 2022, by 12:00 noon

Nomination Process – Each year member municipalities have an opportunity to vote in the election of the proposed MMA Vice President and municipal officials to serve on the MMA Executive Committee. A five-member Nominating Committee was appointed in March to review nominations submitted by municipal officials and conduct interviews with those municipal officials qualifying for and interested in serving as the MMA Vice President and on the MMA Executive Committee. The MMA Nominating Committee completed its task in May and put forth the 2023 Proposed Slate of Nominees to member municipalities.

Petition Process – As part of the May mailing, information was also provided on the MMA Petition Process. Pursuant to the MMA Bylaws, nominations may also be made by Petition signed by a majority of the municipal officers in each of at least 5 member municipalities. The deadline for receipt of nominations by petition was Friday, July 1, by 12:00 pm. There were no municipal officials nominated by petition.

It is now time for each member municipality to cast its official vote.

Election Process – Enclosed you will find the MMA Voting Ballot which includes the proposed Slate of Nominees to serve on the MMA Executive Committee as selected by the MMA Nominating Committee. A brief biographical sketch on each nominee listed on the MMA Voting Ballot is enclosed for your reference. You will note that unlike municipal elections, MMA does not provide for “Write-in Candidates” since our process includes an opportunity to nominate a candidate by petition, as noted above.

The MMA Voting Ballot must be signed by a majority of the municipal officers or a municipal official designated by a majority of the municipal officers, and received by the Maine Municipal Association by 12:00 noon on Friday, August 19, 2022. We have enclosed a self-addressed self-stamped envelope for your convenience. MMA Voting Ballots will be counted that afternoon and the election results confirmed under the direction of MMA President James Bennett, City Manager, City of Biddeford.

Election results will be available by contacting the MMA Executive Office or by visiting the MMA website at www.memun.org on Monday, August 22. A formal announcement of the election results will be made at the MMA Annual Business Meeting being held on Wednesday, October 5, at 11:00 a.m. Newly elected Executive Committee members will be introduced at the MMA Banquet as well as the MMA Annual Business Meeting and will officially take office on January 1, 2023.

If you have any questions on the Election Process, please contact me or Theresa Chavarie at 1-800-452-8786 or in the Augusta area at 623-8428, or by e-mail at tchavarie@memun.org. Thank you.



MAINE MUNICIPAL ASSOCIATION
VOTING BALLOT

Election of MMA Vice President and Executive Committee Members
Deadline for Receipt of Voting Ballots – 12:00 noon on Friday, August 19, 2022

VICE-PRESIDENT - 1 YEAR TERM

Vote for One

Proposed by MMA Nominating Committee:

Diane Hines, Town Manager, Town of Ludlow & Reed Plantation

☐

EXECUTIVE COMMITTEE MEMBERS - 3 YEAR TERM

Vote for Three

Proposed by MMA Nominating Committee:

Ivan McPike, Mayor, Town of Hampden

☐

'Phillip Crowell, City Manager, City of Auburn

☐

Anthony Ward, Town Manager, Town of Casco

☐

Please note that unlike municipal elections, MMA does not provide for "Write-in Candidates" since our process includes an opportunity to nominate a candidate by petition.

The Voting Ballot may be cast by a majority of the municipal officers, or a municipal official designated by a majority of the municipal officers of each Municipal member.

Date: _____ **Municipality:** _____

Signed by a Municipal Official designated by a majority of Municipal Officers:

Print Name: _____

Signature: _____

Position: _____

OR Signed by a Majority of Municipal Officers

Current # of Municipal Officers: _____

Print Names:

Signatures:

Return To:
MMA Annual Election
Maine Municipal Association
60 Community Drive
Augusta, Maine 04330
FAX: (207) 626-3358
Email: tchavarie@memun.org

**MAINE MUNICIPAL ASSOCIATION
BIOGRAPHICAL SKETCH OF
PROPOSED SLATE OF NOMINEES FOR 2023 EXECUTIVE COMMITTEE**

**MMA VICE PRESIDENT
(1-Year Term)**

DIANE HINES (TOWN MANAGER, TOWN OF LUDLOW & REED PLANTATION)

Professional & Municipal Experience:

- Town of Reed Plantation, Maine, Town Manager (2015 – Present)
- Town of Ludlow, Maine, Town Manager (2010 – Present)
- Town of Hammond, Maine Town Administrator (2006 – 2014)
- Member, Maine Municipal Association, Legislative Policy Committee
- Treasurer, Aroostook Municipal Association

Other Experience, Committees and Affiliations:

- Member, MMA Executive Committee (2020 - current)
- Member, MMA Property & Casualty Pool Board of Directors (2020 - current)
- Member, MMA Workers Compensation Fund Board of Trustees, (2020 – current)
- Southern Aroostook Community School – Mathematics Teacher (2009 – 2010)
- Wood Prairie Farm, Bridgewater, Maine – Shipping Room Manager (2008 – 2009)
- Hines Sculpture and Stone Work, Hammond, Maine, Self Employed (1995 – 2012)
- Camden-Rockport School District, Camden, Maine – Substitute Teacher (1994)
- Fogg's Home Center, Houlton, Maine – Assistant Manager Home/Garden (1992 – 1994)
- MSAD #29, Houlton, Maine – Substitute Teacher (1985 – 1992)
- McLaughlin Textile, Houlton, Maine – Assistant Manager/Sales (1981 – 1985)
- Maine Glove Company, Houlton, Maine – Assistant Manager and trainer 1979 – 1981)

Education:

- University of Maine at Presque Isle, Presque Isle, Maine (Secondary Education Certification) (1994)
- Philadelphia College of Textiles and Science- Philadelphia, Penna, (B.S. Textile Design) (1974)
- SAD#29 School Board (2002 – 2007)
- Maine Municipal Association - Training Programs (2006 – 2018)
- Public Relations Chair, Houlton Rotary Club (2014 – 2018)

MMA EXECUTIVE COMMITTEE MEMBERS **(3-Year Terms)**

IVAN MCPIKE (MAYOR, TOWN OF HAMPDEN)

Professional & Municipal Experience:

- Council, Town of Hampden (2015 – current); Mayor (2017 – current)
- Self Employed Owner, Maine Salt Co., Hampden, (retired in 2010)

Other Experience, Committees and Affiliations:

- Member, MMA Executive Committee (2019 – present)
- Member, MMA Property & Casualty Pool Board of Directors (2019 – present)
- Member, MMA Workers Compensation Fund Board of Trustees, (2019 – present)
- Member, MMA Strategic & Finance Committee (2019 – present)
- President, Downtown Bangor Association
- President, Greater Bangor Chamber of Commerce
- Member, Board of Directors, Bangor YMCA
- Member, Board of Directors, RSU 22 (2015 – current)
- Member, Board of Directors, EMCC Foundation Committee
- Member, Board of Friends of Maine Hockey
- Advisor to Fund Raising Committee, St. Joseph Hospital
- Sargent at Arms and Board Member, Bangor Breakfast Rotary Club, 20 years
- Mason, Past Master Mystic Lodge 66 of Hampden
- Life Member, Anah Shriners of Bangor

Education:

- Hampden Academy, Graduate (1966)
- Bachelor of Accounting, University of Maine

Awards and Certifications:

- Paul Harris Fellow Award
- Jaycees Outstanding Young Man Award for the State of Maine

PHILLIP CROWELL (CITY MANAGER, CITY OF AUBURN)

Professional & Municipal Experience:

- City Manager, City of Auburn (2020 – present)
- Assistant City Manager, City of Auburn (2018 – 2020)
- Chief of Police, City of Auburn (2006 – 2018)
- Acting City Manager, City of Auburn (October 2011 – January 2012)
- Acting Assistant City Manager, City of Auburn (2010 – 2011)
- Interim Director, Lewiston-Auburn 911 (2009 – 2010)
- Deputy Chief of Police, Auburn Police Department (2000 – 2006)
- Detective, Criminal Investigation Division, Auburn Police Department (1998 – 2000)
- School Resource Officer, Criminal Investigation Division, Auburn Police Department (1996 – 1998)
- Patrol Officer, Patrol Division, Auburn Police Department (1993 – 1996)
- U. S. Army, Military Police Officer (1986 – 1992)

Other Experience, Committees and Affiliations:

- President, Executive Committee, Androscoggin Valley Council of Government
- Vice President, Executive Committee, Maine Service Centers Coalition
- Executive Committee, Lewiston-Auburn Metro Chamber of Commerce
- Member, Board of Directors, Androscoggin Home Healthcare and Hospice
- Member, Board of Directors, Promise Early Education
- Member, International City/Council Management Association
- Member, Maine Town, City and County Management Association
- Member, Federal Bureau of Investigation's National Academy Association
- Retired Member, International Association of Chiefs of Police
- Retired Member and Past President, Maine Chiefs of Police Association

Education:

- Bachelor of Science, Administration of Justice, University of Maine Augusta (2006)
- FBI Academy, Quantico, VA, University of Virginia (2004)
- A.S. Criminal Justice, University of Maine Augusta (1998)

Awards and Certifications:

- Certified City Manager, Maine Town, City and County Management Association (2021)
- Maine Chiefs of Police, Chief of the Year Award (2018)
- Juvenile Justice Reform & Collaboration, IACP Law Enforcement Leadership Institute (2014)
- International Association of Chiefs of Police, Civil Rights Award
- Androscoggin County Chamber, Public Service Leadership Award (2011)
- Maine Association of Area Agencies on Aging, Excellence in Aging Award (2010)
- Federal Bureau of Investigation, National Academy (2004)
- Assessor Certification, Commission on Accreditation for Law Enforcement Agencies (2004)
- Babson College, Wellesley, MA, New England Institute of Law Enforcement Management (2004)
- National Exchange Club, 1999 Officer of the Year
- Elks Lodge, Investigator of the Year 1999
- Maine Criminal Justice Academy, Professional Award (1994)
- U.S. Army, Southwest Asia Service Medal with (2) Bronze Service Stars
- U.S. Army, Saudi Arabian Medal for the Liberation of Kuwait
- U.S. Army, Kuwaiti Medal for the Liberation of Kuwait

ANTHONY WARD (TOWN MANAGER, TOWN OF CASCO)**Professional & Municipal Experience:**

- Town Manager/Road Commissioner, Town of Casco (2021 – present)
- Town Manager/Road Commissioner, Town of Sabattus (2015 – 2021)
- Chief of Police, Town of Sabattus (2011 - 2015)
- Internal Affairs Lieutenant/Chief of Police Adjutant, Portland Police Department (2009 – 2011)
- Detective Lieutenant, Portland Police Department (2007 – 2009)
- Internal Affairs Lieutenant, Portland Police Department (2006 – 2007)
- Community Affairs Lieutenant, Portland Police Department (2003 – 2006)
- Patrol Lieutenant, Portland Police Department (2000 – 2003)
- Various positions within the Portland Police Department (1985 – 2000)

Other Experience, Committees and Affiliations:

- Member, Maine Municipal Association Legislative Policy Committee (2018 – 2021)
- Member, Maine Town City and County Management Association (2016 – present)
- Member, Androscoggin Transportation Resource Center (2015 – 2021)
- Vice President, Board of Directors, Soccer for State of Maine (2009 – 2017)
- Member, Board of Directors, Maine Chief of Police Association (2013 – 2015)
- Chair, Community Economic Development Committee, Town of Gray (2012 – 2015)
- Chair, Lisbon Communication Committee 2015
- Advisory Board, Kaplan University, Criminal Justice Program (2013)
- Advisory Board, Southern Maine Community College – Criminal Justice Program (2012)
- Patriot Soccer Club, Gray ME (2002 – 2013)

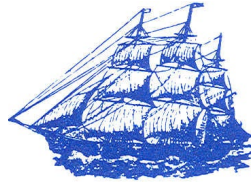
Education:

- Master of Public Policy and Management, Policy and Financial Management, University of Southern Maine/Muskie School of Public Policy, Portland, Maine
- Bachelor of Science, Applied Technical Leadership, University of Southern Maine, Gorham, ME
- A.S. Law Enforcement Technology, Southern Maine Vocational Technical Institution, South Portland, ME

Awards and Certifications:

- International County/City Managers Association (2015)
- Maine Town & City Management Association (2015)
- Executive Certification by Maine Criminal Justice Academy (2011)
- International Association Chief of Police (2011)
- Maine Chief of Police (2011)

AGENDA ITEM DIVIDER



TOWN OF KENNEBUNKPORT, MAINE

— INCORPORATED 1653 —

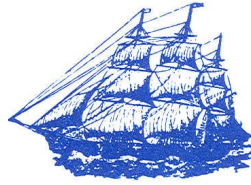
Memorandum

To: Board of Selectmen and Laurie Smith, Town Manager
Fr: Stephanie Simpson
Re: Accept Anonymous Donation towards the Summer Camp Fund
Dt: August 4, 2022

We received an anonymous donation of \$50.00 to be used towards the Summer Camp 2022 extra fees for children unable to afford it: this might include ice cream from Ben & Jerry's or candy from The Candyman store.

It is recommended that the Board accept this donation in the amount of \$50.00 to be used in the Parks and Recreation Department.

AGENDA ITEM DIVIDER



TOWN OF KENNEBUNKPORT, MAINE

– INCORPORATED 1653 –

Memorandum

To: Board of Selectmen and Laurie Smith, Town Manager
Fr: John Everett, Fire Chief
Re: Port Village Fire Company Donation
Dt: August 3, 2022

Port Village Fire Company has purchased an intercom/radio interface headset system for Engine 12 located at Port Village Station. The headset protects the users' hearing and allows them to have better communication with the crew in the truck during an emergency response.

There is a headset for each seat in the vehicle and, when the headsets are in use, the entire crew can communicate freely through them, using the intercom feature. Any transmission that comes over the radio will override the intercom portion. The driver and officer positions can use the headset to talk via the radio system as well. The intercom part of the system can be used outside the vehicle as well if the wearer is less than 1500 feet away from the truck and in line of sight with the truck. This system will allow for safe communication between firefighters handling traffic control at a scene. Using the intercom feature removes all necessary radio transmissions for controlling traffic from the emergency scene function, leaving the frequency open for emergency operation use.

Port Village Fire Company spent \$8,700.00 for this equipment including the installation. I plan on purchasing this system when we buy new apparatus. The system will be removed from Engine 12 when a new truck is purchased and reinstalled in the new truck.