



Based on guidance given to town staff by the Board of Selectmen we have created a process that would allow businesses to request temporary allowances from the town. These allowances relate to needs that businesses may have as they attempt to conduct their business while safeguarding their employees and customers. The town wishes to partner with these businesses and assist in ways that balance the needs of public safety and welfare as well as allow modifications that allow businesses to resume some form of operation. There are three documents for businesses to review:

1. A guidance document
2. Application
3. Temporary Use Agreement

Important Notes

- Look the application over completely. Fill it out to best of your ability making sure to check off all the requests that you may have. Use the description of needed allowances to describe your request in detail.
- In most cases (except for signage) a plot plan will be required. This can be created with our online GIS Maps <https://www.axisgis.com/kennebunkportme/> Staff will be happy to assist you in putting one of those together.
- The Kennebunkport Promise is an important part of this allowance. This includes important cleanliness and business operation standards. ***Should a business not follow these standards they are subject to having the town allowances revoked.***
- These allowances are being granted on a temporary basis. The intent is that the need for these allowances is revisited every 30 days

Questions regarding this application or process can be directed to:

Werner Gilliam Director of Planning and Development wgilliam@kennebunkportme.gov

Laurie Smith Town Manager lsmith@kennebunkportme.gov



TOWN OF KENNEBUNKPORT, MAINE TEMPORARY ALLOWANCES DUE TO COVID-19

Date _____

Map _____ Block _____ Lot _____

All of the questions on this form must be answered or checked N/A (non-applicable). Once your application is complete with all needed information, please submit to: wgiilliam@kennebunkportme.gov

Applicant (if other than owner) _____

Phone # _____ Email address _____

Mailing Address _____

Owner Name/address _____

Business Location _____

1. Temporary Requests (Check all that apply)

Outdoor Seating on Owner Property

Tent

Outdoor Seating on Town Property

Curbside Area

Signage

Other

Outdoor Retail Space on Owner Property

Outdoor Retail Space on Town Property

2. Description of needed allowances and justification of that need. (ex. loss of restaurant seats) _____

3. Provide Additional Information (Check if provided)

Seating Layout for restaurant

Plot Plan showing outdoor seating and retail space

Signed K-port Promise

DECD Compliance Checklist Form

Application for Covid-19 Commercial Allowances (cont.)

4. If you are not the property owner, a signed letter of authorization is required.

5. If you are requesting use of public property please provide a completed Release of Liability for Temporary Use of Public Property.

Applicant/Owner

Date

Staff Use Only

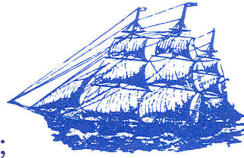
Approved _____ Denied _____

Expires On: _____

Town Manager/Director of Planning and Development

Date

Additional Conditions:



TOWN OF KENNEBUNKPORT, MAINE

– INCORPORATED 1653 –

Agreement for Temporary Use of Public Property

The undersigned, as authorized representative of _____ [Name of Entity] (the “Company”), hereby acknowledges and agrees that due to the outbreak of novel coronavirus and the resulting civil state of emergency in the State of Maine as declared by Governor Mills on March 15, 2020, that the Town of Kennebunkport, Maine (hereinafter the “Town”) will temporarily allow the Company to use public property at _____ [Location] (the “Premises”) for _____ [Use] (the “Use”).

The Company acknowledges that this permission to use the Premises is only a temporary accommodation that the Town is extending to promote public safety in the extraordinary circumstances of the current pandemic, which accommodation will cease as soon as the state of emergency is terminated by the Governor.

THEREFORE, in consideration of the Town granting the Company temporary use of the Premise, the Company agrees to indemnify and hold harmless the Town of Kennebunkport, Maine, its officials, employees, and agents, from any and all causes of actions, claims, demands, damages, lawsuits of any kind or nature, and expenses (including reasonable legal fees) arising from or in any way related to the Use of the Property by the Company, its employees, agents, and customers.

The Company further agrees that it will abide by and promote all safety, social distancing, and cleanliness standards as outlined in the “Kennebunkport Promise,” as well as any additional health, life, safety, and welfare conditions that the Town may deem necessary and impose in order to safeguard the health and safety of the public at large.

The undersigned acknowledges that he/she has fully read, fully understands, and is voluntarily signing this Agreement on behalf of the Company and is duly authorized to sign on behalf of the Company.

For the Company:

Date: _____

Print name: _____

Title: _____

For the Town of Kennebunkport:

Date: _____

Print name: _____

Title: _____