

TOWN OF KENNEBUNKPORT, MAINE
Board of Selectmen AMENDED Agenda
May 12, 2022 @ 6:00 PM
VIRTUAL MEETING VIA ZOOM

Ways to join this webinar:

Join by computer or mobile device: <https://us06web.zoom.us/j/88690812368>

or go to [ZOOM](#) and enter the webinar ID: 886 9081 2368

By phone (US): (929) 205 6099 or (301) 715 8592

International numbers available: <https://us06web.zoom.us/j/88690812368>

1. Call to Order.
2. Approve the April 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 JPRE LLC d/b/a Roma Pizza KPT, 5 Union Street.
5. Consider a renewal Liquor License Application submitted by Alisson's Restaurant, 11 Dock Square.
6. Public Hearing on June Town Meeting warrant ordinances.
7. Public Comment regarding State grant application for Pier Road climate change adaptability.
8. Award Parks and Recreation mower bid.
9. Consider appointment of Planning Board member.
10. Consider Arbor Day Proclamation.
11. Accept a \$75.00 donation from Ms. Susan Graesser dedicated to the nurse's general account.
12. Other Business.
13. Approve the May 12, 2022, Treasurer's Warrant.
14. Executive Session per MRSA 1, §405-6A to consider Town Manager contract.
15. Adjournment.

AGENDA ITEM DIVIDER

Town of Kennebunkport
Board of Selectmen Meeting
April 28, 2022
6:00 PM

MINUTES

Selectmen in attendance: Allen Daggett, Patrick Briggs, D. Michael Weston, and Edward Hutchins.

Others attending via Zoom: Karina Graeter.

1. Call to Order

Selectman Hutchins called the meeting to order at 6:00 PM. He took a roll call of Selectmen present: Allen Daggett, Patrick Briggs, Michael Weston, and Edward Hutchins. Selectman Hutchins noted that there were 8 people in the audience.

2. Approve the April 14, 2022, selectmen meeting minutes

Motion by Selectman Briggs seconded by Selectman Weston to approve the April 14, 2022, selectmen meeting minutes. **Voted:** 4-0. **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.)

There were no comments.

4. Presentation by Maine Lobstermen Association.

Christopher Welch, the Head of Government Wharf and a Board member of the Maine Lobsterman Association, reported on the problem that stemmed from the 2021 plan by the National Marine Fishery Services: the plan required a 98% reduction in the fishery. The Maine Lobsterman Association filed a lawsuit against the National Marine Fishery Services in order to defend the right to keep fishing. Chris Welch encouraged the citizens to support the Association and donate money if possible.

Kevin Kelly, a member of the Maine Lobsterman Association, emphasized the importance of the Maine Lobsterman Association. He pointed out that they have support from Governor Mills as well as the whole congressional delegation.

5. Presentation on Greenhouse Gas Inventory.

Karina Graeter, a Sustainability Coordinator with Southern Maine Planning and Development Commission (SMPDC), gave a high-level overview of her findings on the greenhouse gas inventory. She led everyone through a timeline of climate change work in Kennebunkport and reminded us that goal #1 of Kennebunkport's Climate

Change goals and priorities was to establish a greenhouse gas (GHG) emissions inventory, target, and plan.

The key takeaways were that the largest source of community-wide GHG emissions is passenger vehicle fuel use and the second largest is residential heating fuel use. More so, community-wide emissions are 4018% greater than municipal emissions. These findings can be used to evaluate Kennebunkport's progress in emission reduction efforts.

The next step will be to target and set goals for the climate change plan as Kennebunkport works with SMPDC and other communities.

Motion by Selectman Daggett, seconded by Selectman Briggs to adopt the analysis by the SMPDC. **Voted:** 4-0. **Motion passed.**

6. Update on the Comprehensive Plan strategies.

Werner Gilliam, Director of the Planning and Development Department, gave updates on the Comprehensive Plan strategies. He defined the role of the Board of Selectmen in the plan and opened the floor to the questions. Selected Weston asked if there was a possibility for the Department to monitor the changes, set priorities, and follow up on the plan by creating a progress report. Werner Gilliam emphasized the Growth Planning Committee is tasked with these goals and there are not many communities and municipalities that have a committee dedicated to the plan, which is unique to Kennebunkport.

Werner Gilliam and the Board of Selectmen agreed to update the community more on the progress of the plan and pinpoint ongoing items and timelines.

7. Authorize Wastewater Commitment for FY'22.

The Selectmen were asked to authorize the sewer commitment in the amount of \$1,245,228.42 so the Town can bill sewer users before the end of the Fiscal Year.

Motion by Selectman Daggett, seconded by Selectman Weston to authorize the sewer commitment. **Voted:** 4-0. **Motion passed.**

8. Authorize to write-off \$816.45 in uncollectable personal property tax.

Denise Brown, Finance Director, reported that, in the attempt of cleaning up Personal Property accounts, the Finance Department identified 6 accounts that either closed, relocated, or transferred to another user. She asked to authorize the write-off of \$630.79 in principal amount and \$185.66 in interest (as of the memorandum date).

Motion by Selectman Daggett, seconded by Selectman Briggs to write-off \$816.45 in uncollectable personal property tax. **Voted:** 4-0. **Motion passed.**

9. Authorize to sign the June 2022 town meeting warrant.

Tracey O’Roak, Town Clerk, explained that there was one change from the previous versions: the Town broke out the question about signs into two different questions. Instead of 4 ordinance revisions, Tracey O’Roak presented 5 by adding question #5 which talked about internally lid signs.

Motion by Selectman Daggett, seconded by Selectman Briggs to authorize to sign the June 2022 town meeting warrant. **Voted:** 4-0. **Motion passed.**

10. Certification of the referendum questions for the June town meeting warrant.

The first question is the amendment to the Kennebunkport Town Code, Chapter 80 – Kennebunk/Kennebunkport River and Interlocal Agreement. This amendment will bring it in line with Kennebunk’s ordinance.

Motion by Selectman Weston, seconded by Selectman Briggs. **Voted:** 4-0. **Motion passed.**

The second question is the amendment to the Kennebunkport Town Code, Chapter 61-12 – Harbor and Waterfront. It adds the inadvertent omission of Goose Rocks Beach from the definition section.

Motion by Selectman Daggett, seconded by Selectman Briggs. **Voted:** 4-0. **Motion passed.**

The third question is the amendment to the Kennebunkport Town Code, Chapter 240 – Signs and Billboards. This amendment would revise the Town of Kennebunkport’s permanent and temporary sign regulations to comply with Supreme Court decisions.

Motion by Selectman Weston, seconded by Selectman Briggs. **Voted:** 4-0. **Motion passed.**

The fourth question is the amendment to the Kennebunkport Town Code, Chapter 147 – Streets and Sidewalks. It clarifies allowing temporary signage within the public right-of-way for election and public notices.

Motion by Selectman Daggett, seconded by Selectman Weston. **Voted:** 4-0. **Motion passed.**

The fifth question is the amendment to the Kennebunkport Town Code, Chapter 147 – Streets and Sidewalks. It would allow the Town to place internally lit signs on Town-owned property.

Motion by Selectman Daggett, seconded by Selectman Briggs. **Voted:** 3-1.
Motion passed.

11. Countersign the RSU 21 Budget Validation Referendum Election Warrant.

Motion by Selectman Daggett, seconded by Selectman Briggs to countersign the RSU 21 Budget Validation Referendum Election Warrant. **Voted:** 4-0.
Motion passed.

12. Set a public hearing date of May 12, 2022, to consider the ordinance revisions on the June 14, 2022, town meeting ballot.

Motion by Selectman Daggett, seconded by Selectman Briggs to set a public hearing date. **Voted:** 4-0. **Motion passed.**

13. Appointment of election clerks for 2022-2024.

Tracey O'Roak, Town Clerk, explained that the state law requires every May 1 of even years we have to have the approval of the proposed election clerks for the next two years.

Motion by Selectman Daggett, seconded by Selectman Briggs to appoint the election clerks for 2022-2024. **Voted:** 4-0. **Motion passed.**

14. Set mooring fees to be effective January 1, 2023.

The Selectmen were asked to set mooring fees in all waters to \$90.

Motion by Selectman Daggett, seconded by Selectman Briggs to set mooring fees to \$90 to be effective January 1, 2023. **Voted:** 4-0. **Motion passed.**

15. Authorize a quit claim deed of Map ID 22-3-9, at 133 Main Street to Estate of Lisa Gunther.

Denise Brown, Finance Director, reminded the Board that at the last meeting, the Finance Department requested to be able to accept payment from a deceased owner's sister; the motion was approved. After receiving the payment, the Department requests approval to proceed with the quit claim deed.

Motion by Selectman Daggett, seconded by Selectman Briggs to authorize a quit claim deed on Map ID 22-3-9, at 133 Main Street. **Voted:** 4-0. **Motion passed.**

16. Authorize a quit claim deed of Map ID 23-1-27C, on Beachwood Avenue, to Kennebunkport Heritage Housing Trust.

Robin Phillips, a Kennebunkport citizen, raised a few questions about the role of the Kennebunkport Heritage Housing Trust and the Board of Selectmen. She asked about

the land and the requirements for obtaining a house through the Trust. Further, she inquired if it is possible for the Town to work together with Habitat for Humanity.

Selectmen Hutchins replied that the Town and the Board of Selectmen have been working with Habitat for Humanity for a while now and there are a few houses in Town that appeared from that cooperation.

Motion by Selectman Daggett, seconded by Selectman Weston to authorize a quit claim deed on Map ID 23-1-27C, at Beachwood Ave. **Voted:** 3-0-1. Selectman Briggs abstained. **Motion passed.**

17. Other business.

Laurie Smith, the Town Manager, shared with the Board that the Town was successful in receiving an EDA grant in the amount of \$2.2 million for the Cape Porpoise Pier project from the US Economic Development Administration. The next step will be putting it out to bid and preparing for construction mode in November.

18. Approve the April 28, 2022, Treasurer's Warrant.

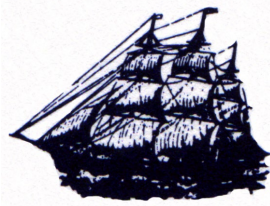
Motion by Selectman Daggett seconded by Selectman Briggs to approve the April 14, 2022, Treasurer's Warrant. **Voted:** 4-0. **Motion passed.**

19. Adjournment.

Motion by Selectman Weston, seconded by Selectman Daggett to adjourn. **Voted:** 4-0. **Motion passed.**

Submitted by,
Yanina Nickless
Assistant to the Town Manager

AGENDA ITEM DIVIDER



KENNEBUNKPORT TOWN CLERK

To: Laurie Smith, Town Manager
Board of Selectmen

From: Tracey O’Roak, Town Clerk

Date: May 3, 2022

Re: Liquor License Renewal Applications

We have received the following applications for renewal liquor licenses. Staff have reviewed the applications and provided their approval. I recommend approving both licenses.

- JPRE LLC d/b/a Roma Pizza KPT, 5 Union Street
- Alisson’s Restaurant, 11 Dock Square

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:

5 UNION ST KENNEBUNKPORT, ME 04040

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
Richard Alonardo	3.23.78	Melrose, MA
James Alonardo	4.18.79	Melrose, MA
Paul Connolly	11.25.84	MALDEN, MA
Erin Doherty	7.27.90	WINCHESTER, MA

Residence address on all the above for previous 5 years

Name: RICHARD ALONARDO	Address: 123 RIDGE RD. PORTLAND ME. 04103
Name: JAMES ALONARDO	Address: 457 EAST 5TH ST BOSTON MA. 02127
Name: PAUL CONNOLLY	Address: 42 PUFFER LANE SUDBURY MA. 01776
Name: ERIN DOHERTY	Address: 93 BAXTER ST, UNIT 1 BOSTON MA 02127

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

Renewal

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

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

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

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)

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: KENNEBUNKPORT CONSOLIDATED SCHOOL

Distance: 0.5 MILES

Section II: Signature of Applicant(s)

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

Please sign and date in blue ink.

Dated: 4.12.2022


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

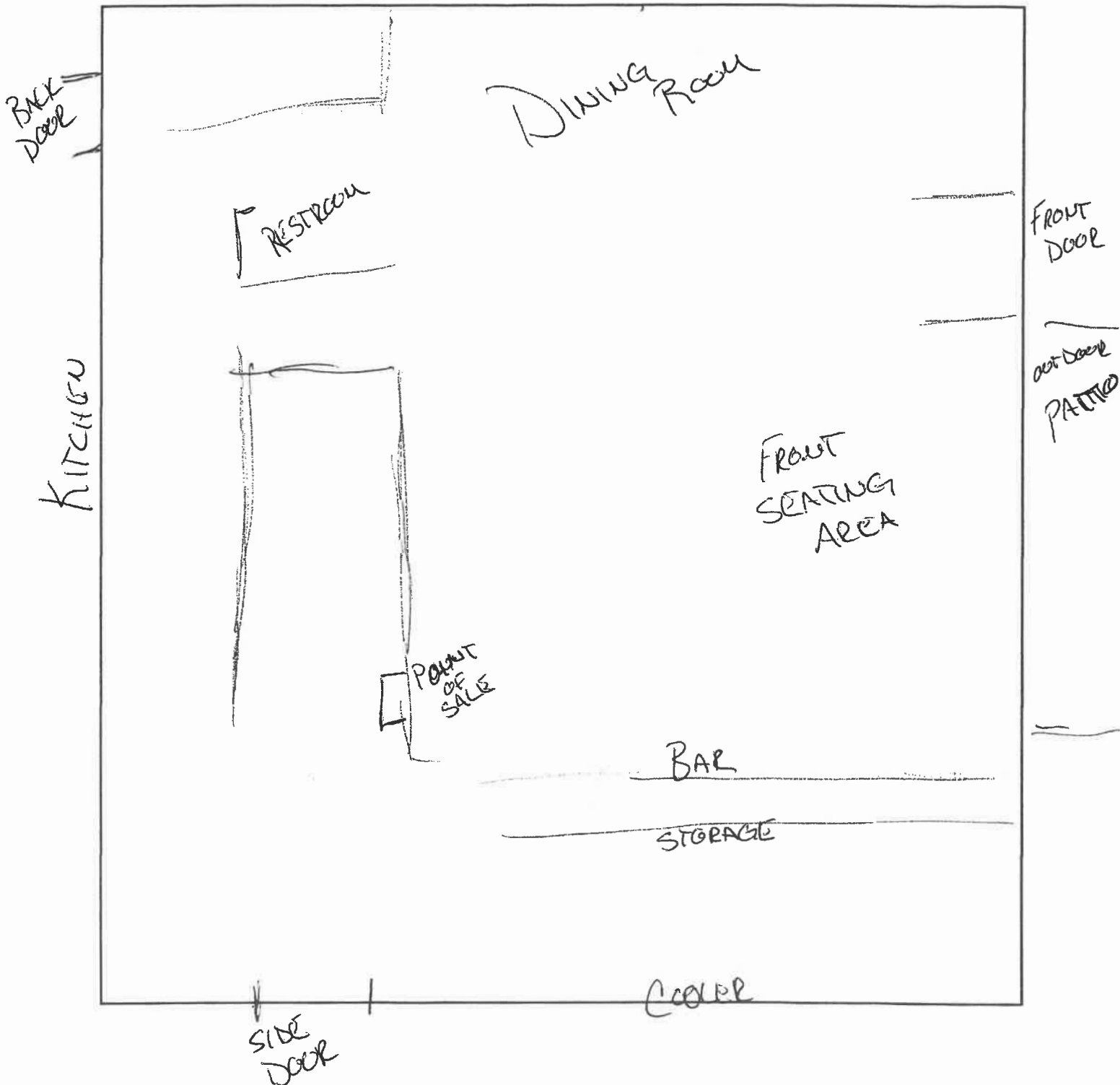
1. Hearings. The municipal officers or, in the case of unincorporated places, the county commissioners of the county in which the unincorporated place is located, may hold a public hearing for the consideration of applications for new on-premises licenses and applications for transfer of location of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

Section VI Premises Floor Plan

In an effort to clearly define your license premise and the areas that consumption and storage of liquor authorized by your license type is allowed, the Bureau requires all applications to include a diagram of the premise to be licensed.

Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the following areas: entrances, office area, coolers, storage areas, display cases, shelves, restroom, point of sale area, area for on-premise consumption, dining rooms, event/function rooms, lounges, outside area/decks or any other areas on the premise that you are requesting approval. Attached an additional page as needed to fully describe the premise.



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: JPRE LLC
2. Doing Business As, if any: ROMA PIZZA KPT
3. Date of filing with Secretary of State: 4.12.22 State in which you are formed: ME
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
RICHARD ALONARDO	123 RIDGE RD PORTLAND MAINE 04103	3.23.78	OWNER	50%
JAMES ALONARDO	457 E 5 TH ST BOSTON MA 02107	4.18.79	OWNER	16.3%
PAUL CONNOLLY	42 PUFFER LAKE SUDBURY MA 01776	11.25.84	OWNER	16.3%
ERIN DOWERTY	93 BAXTER ST UNIT 1 BOSTON MA 02111	7.27.90	OWNER	16.3%

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

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

- | | | |
|--------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|-------------------------------------------------------|
| <input type="checkbox"/> Restaurant
(Class I, II, III, IV) | <input checked="" 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:

11 Dock Square Kennebunkport

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
Pamela Condon Padgett	6-28-47	Portland ME
Michael J. Condon	8-14-45	Portland ME
Marie Oliver Condon	6-23-47	Cohasset MA
Ashley L. Padgett	5-22-76	Minot ND

Residence address on all the above for previous 5 years

Name Pamela Padgett	Address: Kennebunk
Name Michael Condon	Address: Delray Beach FL
Name Marie Condon	Address: Kennebunkport
Name Ashley Padgett	Address: Kennebunk

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

Yes No

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

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

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

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

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

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

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

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

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

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

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

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

Two connecting buildings with approximately 5500 sq. ft. including 3 dining rooms, 4 bathrooms, bar, kitchen and storage areas

20. What is the distance from the premises to the **nearest** school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel?

Name: South Congregational Church

Distance: 500'

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: April 14, 2022

Pamela C Padget
Signature of Duly Authorized Person

Signature of Duly Authorized Person

Pamela C Padget
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.

B. The municipal officers or the county commissioners, as the case may be, shall provide public notice of any hearing held under this section by causing a notice, at the applicant's prepaid expense, stating the name and place of hearing, to appear on at least 3 consecutive days before the date of hearing in a daily newspaper having general circulation in the municipality where the premises are located or one week before the date of the hearing in a weekly newspaper having general circulation in the municipality where the premises are located.

C. If the municipal officers or the county commissioners, as the case may be, fail to take final action on an application for a new on-premises license or transfer of the location of an existing on-premises license within 60 days of the filing of an application, the application is deemed approved and ready for action by the bureau. For purposes of this paragraph, the date of filing of the application is the date the application is received by the municipal officers or county commissioners. This paragraph applies to all applications pending before municipal officers or county commissioners as of the effective date of this paragraph as well as all applications filed on or after the effective date of this paragraph. This paragraph applies to an existing on-premises license that has been extended pending renewal. The municipal officers or the county commissioners shall take final action on an on-premises license that has been extended pending renewal within 120 days of the filing of the application.

D. If an application is approved by the municipal officers or the county commissioners but the bureau finds, after inspection of the premises and the records of the applicant, that the applicant does not qualify for the class of license applied for, the bureau shall notify the applicant of that fact in writing. The bureau shall give the applicant 30 days to file an amended application for the appropriate class of license, accompanied by any additional license fee, with the municipal officers or county commissioners, as the case may be. If the applicant fails to file an amended application within 30 days, the original application must be denied by the bureau. The bureau shall notify the applicant in writing of its decision to deny the application including the reasons for the denial and the rights of appeal of the applicant.

2. Findings. In granting or denying an application, the municipal officers or the county commissioners shall indicate the reasons for their decision and provide a copy to the applicant. A license may be denied on one or more of the following grounds:

A. Conviction of the applicant of any Class A, Class B or Class C crime;

B. Noncompliance of the licensed premises or its use with any local zoning ordinance or other land use ordinance not directly related to liquor control;

C. Conditions of record such as waste disposal violations, health or safety violations or repeated parking or traffic violations on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises or other such conditions caused by persons patronizing or employed by the licensed premises that unreasonably disturb, interfere with or affect the ability of persons or businesses residing or located in the vicinity of the licensed premises to use their property in a reasonable manner;

D. Repeated incidents of record of breaches of the peace, disorderly conduct, vandalism or other violations of law on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises;

D-1. Failure to obtain, or comply with the provisions of, a permit for music, dancing or entertainment required by a municipality or, in the case of an unincorporated place, the county commissioners;

E. A violation of any provision of this Title;

F. A determination by the municipal officers or county commissioners that the purpose of the application is to circumvent the provisions of section 601; and

G. After September 1, 2010, server training, in a program certified by the bureau and required by local ordinance, has not been completed by individuals who serve alcoholic beverages.

3. Appeal to bureau. Any applicant aggrieved by the decision of the municipal officers or county commissioners under this section may appeal to the bureau within 15 days of the receipt of the written decision of the municipal officers or county commissioners. The bureau shall hold a public hearing in the city, town or unincorporated place where the premises are situated. In acting on such an appeal, the bureau may consider all licensure requirements and findings referred to in subsection 2.

A. Repealed

B. If the decision appealed from is an application denial, the bureau may issue the license only if it finds by clear and convincing evidence that the decision was without justifiable cause.

4. Repealed

5. Appeal to District Court. Any person or governmental entity aggrieved by a bureau decision under this section may appeal the decision to the District Court within 30 days of receipt of the written decision of the bureau.

An applicant who files an appeal or who has an appeal pending shall pay the annual license fee the applicant would otherwise pay. Upon resolution of the appeal, if an applicant's license renewal is denied, the bureau shall refund the applicant the prorated amount of the unused license fee.

Section IV: Terms and Conditions of Licensure as an Establishment that sells liquor for on-premises consumption in Maine

- The licensee/applicant(s) agrees to be bound by and comply with the laws, rules and instructions promulgated by the Bureau.
- The licensee/applicant(s) agrees to maintain accurate records related to an on-premise license as required by the law, rules and instructions promulgated or issued by the Bureau if a license is issued as a result of this application.
 - The licensee/applicant(s) authorizes the Bureau to obtain and examine all books, records and tax returns pertaining to the business, for which this liquor license is requested, and also any books, records and returns during the year in which any liquor license is in effect.
- Any change in the licensee's/applicant's licensed premises as defined in this application must be approved by the Bureau in advance.
- All new applicants must apply to the Alcohol and Tobacco Tax and Trade Bureau (TTB) for its Retail Beverage Alcohol Dealers permit. See the TTB's website at <https://www.ttb.gov/nrc/retail-beverage-alcohol-dealers> for more information.

Section V: Fee Schedule

Filing fee required. In addition to the license fees listed below, a filing fee of \$10.00 must be included with all applications.

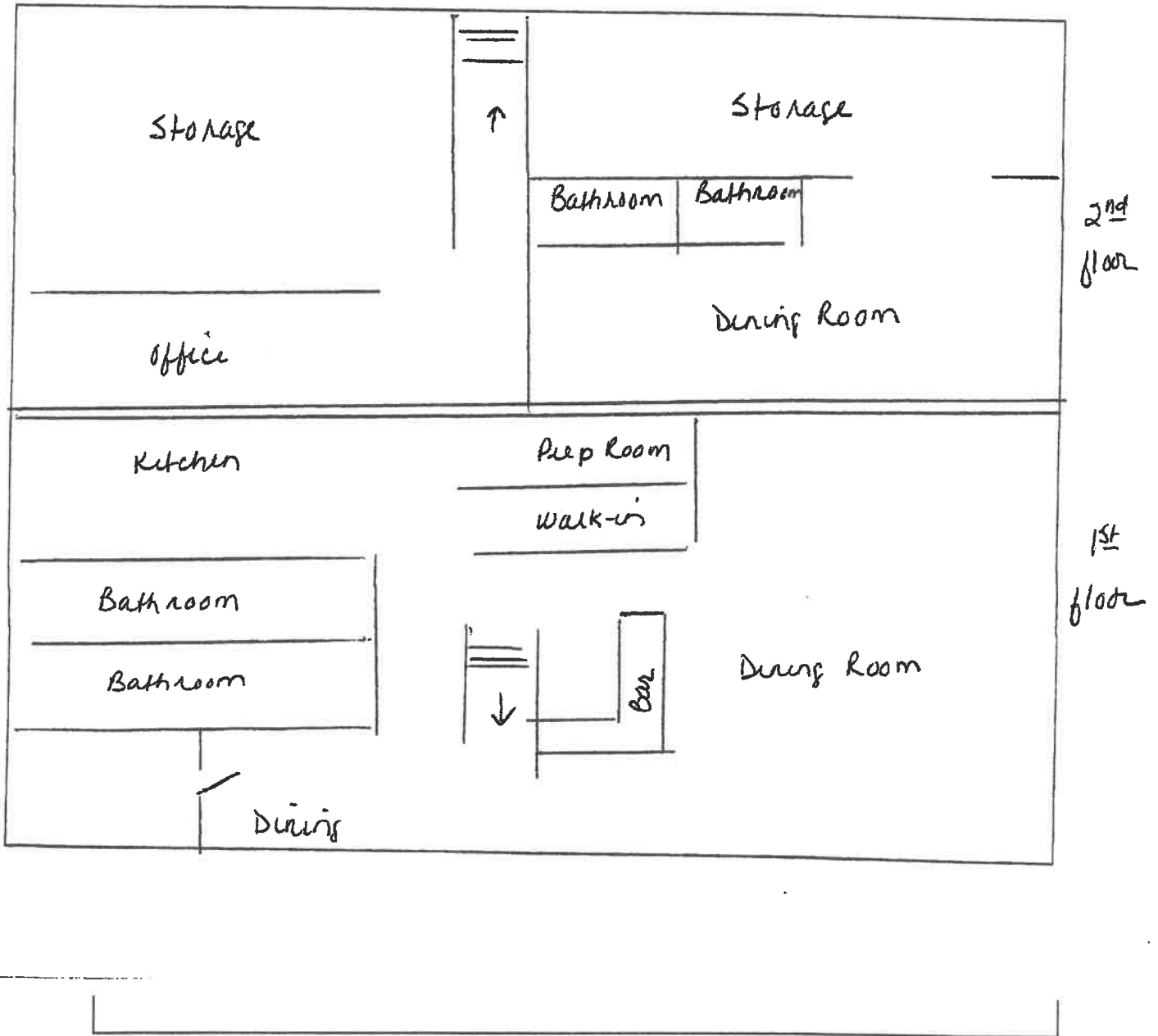
Please note: For Licensees/Applicants in unorganized territories in Maine, the \$10.00 filing fee must be paid directly to County Treasurer. All applications received by the Bureau from licensees/applicants in unorganized territories must submit proof of payment was made to the County Treasurer together with the application.

Class of License	Type of liquor/Establishments included	Fee
Class I	For the sale of liquor (malt liquor, wine and spirits) This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; Vessels; Qualified Caterers	\$ 900.00
Class I-A	For the sale of liquor (malt liquor, wine and spirits) This class includes only hotels that do not serve three meals a day.	\$1,100.00
Class II	For the Sale of Spirits Only This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; and Vessels.	\$ 550.00
Class III	For the Sale of Wine Only This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.	\$ 220.00
Class IV	For the Sale of Malt Liquor Only This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; Restaurants; Taverns; Pool Halls; and Bed and Breakfasts.	\$ 220.00
Class III and IV	For the Sale of Malt Liquor and Wine Only This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.	\$ 440.00
Class V	For the sale of liquor (malt liquor, wine and spirits) This class includes only a Club without catering privileges.	\$ 495.00
Class X	For the sale of liquor (malt liquor, wine and spirits) This class includes only a Class A Lounge	\$2,200.00
Class XI	For the sale of liquor (malt liquor, wine and spirits) This class includes only a Restaurant Lounge	\$1,500.00

Section VI Premises Floor Plan

In an effort to clearly define your license premise and the areas that consumption and storage of liquor authorized by your license type is allowed, the Bureau requires all applications to include a diagram of the premise to be licensed.

Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the following areas: entrances, office area, coolers, storage areas, display cases, shelves, restroom, point of sale area, area for on-premise consumption, dining rooms, event/function rooms, lounges, outside area/decks or any other areas on the premise that you are requesting approval. Attached an additional page as needed to fully describe the premise.



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: Alissons / Docksquare LTD
2. Doing Business As, if any: Alisson's Restaurant
3. Date of filing with Secretary of State: October, 1984 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
Pamela C Padgett	8 Woodland Ave K'Beak 23 Swan Lane K'Beak	6-28-47	Pres.	50
Michael J Condon	35 East Rd. Delray FL	8-14-45	Sec. Treas	25
Marie Condon	Songbird Ln K'Port	6-23-47		25
Ashley Padgett	7 Longwood Dr K'Beak	5-22-76	Mgr.	

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

AGENDA ITEM DIVIDER

Question #1

Town of Kennebunkport, ME
Wednesday, December 30, 2020

Chapter 80. Kennebunk River

[HISTORY: Adopted by the Town of Kennebunkport 7-10-1971; as amended through 6-10-2014. Subsequent amendments noted where applicable.]

ATTACHMENTS

Attachment 1 - Exhibit A

§ 80-1. Purpose.

The purpose of this chapter is to provide for the just and orderly operation of marine activities on the Kennebunk River.

§ 80-2. Authority.

This chapter is adopted pursuant to 38 M.R.S.A. § 1 et seq. and the Home Rule Provisions of the Maine Constitution.

§ 80-3. Conflict with other provisions.

Where there is conflict between this chapter and any other federal, state, or local law, statute, regulation, rule or ordinance, the more restrictive provisions shall apply.

§ 80-4. Amendments.

After public hearing by the Board of Selectmen, this chapter may be amended at an Annual or Special Town Meeting.

§ 80-5. River Committee.

- A. The River Committee established by the Interlocal Agreement among Kennebunkport and Kennebunk shall be responsible for all Kennebunk River harbor activities as set forth in the Agreement, this chapter and as otherwise required by law.
- B. The River Committee shall have the authority to establish and collect fees for moorings and harbor usage. Such fees must be reasonably related to the cost of maintaining and regulating the Kennebunk River Harbor and may include a charge to establish a capital reserve account for harbor dredging. However, before any such fees may be imposed, the River Committee shall hold a public hearing preceded by at least 10 days' notice in a newspaper of general circulation in Kennebunkport. The initial fees must also be approved by the Board of Selectmen before becoming effective; thereafter, the River Committee may adopt amendments pursuant to the same procedure, provided the Board of Selectmen may veto any changes within 14 days of adoption by the River Committee.
- C. The River Committee is only authorized to spend such monies as are appropriated by Town Meeting.

§ 80-6. Harbor Master.

- A. The Harbor Master for the Kennebunk River is appointed annually by the Boards of Selectmen of Kennebunk and Kennebunkport. Certain duties and responsibilities of the Harbor Master's office are prescribed by Title 38 M.R.S.A. ~~The Harbor Master's has the~~ additional duties include administering and enforcing the provisions of this chapter with the authority granted by law and through his appointment as Harbor Master. The Boards of Selectmen of Kennebunk and Kennebunkport shall jointly determine which Town will employ the Harbor Master ("Employing Town"). For purposes of compensation and employment benefits, The Harbor Master may be employed by either the Town of Kennebunk or the Town of Kennebunkport, but the Harbor Master shall not be a joint employee of both the Town of Kennebunk and the Town of Kennebunkport. Nothing herein shall preclude the Boards of

Selectmen of Kennebunk and Kennebunkport from jointly re-designating the Harbor Master's employment status as an employee of either the Town of Kennebunk or the Town of Kennebunkport. The Employing Town shall be responsible for daily oversight, annual job performance review, and discipline of the Harbor Master. The Employing Town may charge a pro rata share for expenses relating to the Harbormaster's employment to the non-Employing Town. The Harbor Master shall provide reports to the River Committee regarding management of the portion of the Kennebunk River that falls within the Harbor Master's jurisdiction. ~~he shall be deemed an employee of the Town of Kennebunk, which may charge pro rata shares of such expenses to Kennebunkport. However, for all purposes of initial employment recommendation to the Board of Selectmen and subsequent oversight and annual job performance review, he shall report solely to the River Committee, which~~

~~may recommend discipline or discharge to the Kennebunk Town Manager, who may take such discipline only for just cause after notice and hearing.~~

- B. ~~H~~The Harbor Master may utilize the Town office and the Kennebunk River Committee for assistance in the administrative aspects of his responsibilities.

§ 80-7. River limits and channel.

- A. Kennebunk River. For the purposes hereof (and the area regulated hereby) the "Kennebunk River" is defined as all portions of said river within this municipality which extend and run generally southerly from the prolongation southerly of the Kennebunkport and Arundel town boundary at Goff Brook, including all waters to the high tide levels thereof, extending to a line drawn between the extreme offshore limits of the jetties at the mouth of said River.

- B. Kennebunk River Channel.

- (1) For the purposes of this chapter, the "federally designated portion" of the channel, so called, of the Kennebunk River is defined as follows:

The entrance of the Kennebunk River Channel is 100 feet wide and runs from the mouth of the river to a point beyond the Kennebunkport Marina, where it narrows to 75 feet in width. Thence it extends northerly, continuing at a width of 75 feet, terminating at a line, the end-point coordinates of which are N191412.53, E417265.28 and N191445.83, E417332.48 (NAO 1927, State Plane, Feet). All of said federally designated channel is as depicted on plans encaptioned "Kennebunk River, Maine-Maintenance Dredging," dated July 19, 1984, bearing drawing number 2226, consisting of two sheets, the same being incorporated herein by reference. The northerly limit of the federal channel was established by US Public Law 104-33, October 12, 1996, which amended the above-referenced plans of 1984.

- (2) The "locally designated channel," so called, of the Kennebunk River is defined as follows:

A fifty-foot-wide locally designated channel, beginning at the northerly limit of the federally designated channel and extending northward approximately 758 feet; thence a forty-foot-wide locally designated channel beginning at the end of the fifty-foot-wide locally designated channel and extending northerly approximately 312 feet to the Mathew J. Lanigan Bridge. All of said locally designated channel is as depicted on a plan encaptioned "Kennebunk River Locally Designated Channel," dated August 26, 2004, and prepared by the Southern Maine Regional Planning Commission, the same being incorporated herein by reference.

§ 80-8. Rules of river use.

- A. Prudent operation of vessels. Vessels shall be operated on the Kennebunk River in a reasonable manner so as not to endanger persons or property or to cause excessive wash. In no case shall speeds exceed five knots while operating on any portion of the Kennebunk River south of the aforementioned railroad bridge.

- B. Government Wharf.

- (1) The intended use of the floats and the facilities of Government Wharf is solely for the loading and unloading of vessels, for the dockage of skiffs used by owners of vessels, and for such other uses as are specifically authorized by the Board of Selectmen.
- (2) No vessel may be left unattended on the westerly face of the floats or at Government Wharf for a period of more than 1/4 hour, in no event shall any vessel not using said facilities for loading and unloading remain thereat when any other vessel requires the use of said facilities for such purposes, and in no event shall any vessel remain thereat in excess of four hours; in no event, excepting emergencies, shall the facilities at Government Wharf be utilized for any purpose other than loading and unloading without written permission from the Harbor Master. Boat owners wishing to leave a skiff at Government Wharf on a regular basis are required to notify the Harbor Master of this intention. If, in the opinion of the Harbor Master, skiff tie-off space becomes overcrowded, first priority for space will be accorded to commercial users.
- (3) Skiffs tied to Government Wharf must be properly maintained, be kept bailed and must be secured so as to keep Government Wharf clear for operations and not interfere with vessels landing and departing.
- (4) Users of Government Wharf are responsible for properly cleaning up any spillage or untidiness resulting from their operations.

- (5) Failure to observe these regulations may result in loss of permission to use the Government Wharf facility and floats and a penalty as set forth in § 80-9.
- C. Traps in the river. No operation of fixed traps of any kind will be allowed in the Kennebunk River southerly of the railroad bridge. Storage cages shall be permitted if attached to a vessel or to a vessel's mooring.
- D. Record of moorings.
- (1) The Harbor Master shall maintain a written record of the basic information on each mooring, including assigned location, identifying number, vessel description, owner, mooring specifications and details and any additional data deemed useful.
 - (2) The Harbor Master shall maintain the aforementioned plans of the channel and a chart of the harbor showing current mooring location assignments.
 - (3) Each mooring location will be assigned an identifying number which must be marked in a legible fashion on the marker buoy or log in at least three-inch numerals.
- E. Mooring authorizations.
- (1) No mooring shall be permitted, and no mooring shall be placed, utilized or allowed without written authorization from the Harbor Master for the mooring of a specific vessel therein. Each day that a mooring remains in place or is utilized in violation of this subsection shall be deemed a separate violation hereof.
 - (2) The Harbor Master shall have the authority to determine the total number of allowed moorings based on available mooring sites. The Harbor Master may consult with the Kennebunk River Committee and any other appropriate authority to determine mooring areas and their capacity. Commercial moorings shall comprise at least 50% of the total number of mooring sites within the Kennebunk River. If an existing commercial mooring becomes available within the Kennebunk River, it may not be assigned for use as a recreational or transient mooring if such assignment would cause the number of commercial moorings to constitute less than 50% of the total number of available mooring sites within the Kennebunk River.
 - (3) The Harbor Master may change the location of assigned mooring sites when the crowded condition of the river, the need to conform with 38 M.R.S.A. §§3 and 7-A, or other conditions render the change desirable.
 - (4) The Harbor Master shall have absolute authority over all moorings and mooring locations in accordance with the terms of this chapter and the laws of the State of Maine.
 - (5) Any mooring location which is not utilized by the holder of the mooring authorization therefor, or by an assignee approved by the Harbor Master, for a term of 30 consecutive days during the months of June, July and August of any year shall be declared vacant and shall thereupon be available for reassignment by the Harbor Master except where the holder of the mooring has sent advance written notice to the Harbor Master showing good cause.
 - (6) No vessel greater than 40 feet shall be assigned a mooring space, except that should there be space available outside of the federally designated channel a commercial vessel of up to 44 feet may be eligible for a mooring, provided that it does not conflict with any existing moorings and/or create any hazards or obstructions to navigation.
- F. Mooring precedence for mooring locations.
- (1) The rules contained in this subsection are intended to comply with the requirements of 38 M.R.S.A. §§ 3, 7-A, 8 and 11.
 - (2) The Harbor Master shall maintain a chronological list, according to the date and time, of all vessel owners requesting mooring location assignment or reassignment to a new location.
 - (3) Except as otherwise required by law, the Harbor Master shall assign spaces as they become available from the waiting list in accordance with the following priority guidelines:
 - (a) To shorefront owners who request for one mooring location immediately adjacent to frontage, and who have no other current shorefront moorings, so long as the assignment of such a mooring is practicable and so long as neither the mooring nor any vessel tied to the mooring encroaches upon the federal navigation channels or anchorages or upon the natural channels established by the Board of Selectmen. The assignment of a mooring site under this priority guideline shall not prevent the shorefront owner from receiving additional mooring assignments under the allocation system for other moorings set forth in this chapter. Under this provision, a "shorefront owner" is an owner of shore rights of at least 100 contiguous feet of frontage.

- (b) To resident commercial vessel owners, unless less than 10% of the moorings are currently assigned to nonresident commercial owners, in which case the next mooring available shall be assigned to the first nonresident commercial vessel owner on the list.
- (c) To resident pleasure vessel owners, unless less than 10% of the moorings are currently assigned to nonresident pleasure vessel owners, in which case the next mooring available shall be assigned to the first nonresident pleasure vessel owner on the list.
- (d) To nonresident commercial vessel owners.
- (e) To nonresident pleasure vessel owners.
- (f) A dedicated continuous run at the end of the Kennebunk River adjacent to Government Wharf running northerly shall be kept specifically for commercial fishing vessels only (Exhibit A).¹¹¹

[1] *Editor's Note: Exhibit A is included as an attachment to this chapter.*

- (4) Future mooring assignments will be on an as-available basis in accordance with the chronological listing of requests and the foregoing priority guidelines. These priority guidelines shall not apply to the assignment of moorings located within the area dredged pursuant to the Kennebunk River Federal Navigation Project, as delineated by the US Army Corps of Engineers, also defined as the "Kennebunk River Channel."

G. Special rules for federal anchorage areas.

- (1) The following provisions are intended to comply with the requirements of the US Army Corps of Engineers for federal anchorages and thus shall apply only to the following portion of the Kennebunk River over which the Harbor Master has control: the area dredged pursuant to the Kennebunk River Federal Navigation project, as delineated by the US Army Corps of Engineers. Within the area described above (and only within this area) the following rules shall apply:
 - (a) The priority guidelines under § 80-BF, Mooring precedence for mooring locations, in this chapter shall not apply and the Harbor Master shall assign mooring spaces as they become available, from a chronological waiting list, without regard to residency of the applicant.
 - (b) No priority shall be given to residents if skiff tie-off space becomes overcrowded.
- (2) Nothing in this subsection shall be construed to prohibit the Harbor Master from giving priority to commercial fishing vessel owners in mooring location and skiff tie-off space.

H. Channel to remain free of obstructions. The Harbor Master shall be empowered to ensure that the Kennebunk River Channel shall remain navigable and free of obstructions.

§ 80-9. Violations and penalties.

- A. Violation of any of the provisions of this chapter shall be deemed a civil violation. They are enforceable by the Harbor Master or any other law enforcement officer with jurisdiction in Kennebunkport or upon the waters of the Kennebunk River by an action in the form of a civil infraction in Maine District Court, District Ten, Division of Eastern York, Biddeford; upon determination by said Court on a violation that occurred, the violator shall be fined not more than \$250 for each violation; each day a continuing violation exists is a separate violation of the provisions hereof. All fines collected hereunder shall inure to the Harbor Committee budget.
- B. Penalties for violations of the laws of Maine with regard to speed restrictions, reckless operation of a vessel, operation of a vessel while under the influence of liquor or drugs and all other violations of state statute shall be as otherwise provided by law.
- C. If the Harbor Master incurs costs in the conduct of his duty as a direct result of the failure of a vessel owner or operator to comply with this chapter or the statutes of the State of Maine, the Harbor Master may recover those costs and reasonable remuneration for his time by filing a civil complaint against such owner or operator in the Maine District Court, District Ten, Division of Eastern York, Biddeford.

§ 80-10. Definitions .

As used in this chapter, the following terms shall have the meanings indicated:

COMMERCIAL FISHING

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 VESSEL

A vessel from which the owner obtains in excess of 67% of his earned income from commercial fishing.

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.

VESSEL

Includes boats of all sizes powered by sail, machinery or hand, scows, dredges, lobster, crab and shellfish cars, and craft of any kind.

§ 80-11. Severability.

If any provision or clause of this chapter or application thereof to any person, persons or circumstances is held invalid, such invalidity shall not offset other provisions or applications of the chapter which can be given effect without the invalid provision or application, and to this end, provisions of this chapter are declared to be separable.

§ 80-12. Maine law.

Additional laws relating to boating are contained in M.R.S.A. Titles 12, 17 and 38 and the Department of Marine sources laws and regulations.

Select Language **I**

AMENDED AND RESTATED INTERLOCAL AGREEMENT
KENNEBUNK RIVER COMMITTEE

WHEREAS, the Towns of Arundel, Kennebunk and Kennebunkport entered into an Interlocal Agreement dated 03-25-95 and establishing the Kennebunk River Committee; and

WHEREAS, the Agreement was amended on July 1, 2000; and

WHEREAS, the Agreement was again amended on June 30, 2011; and

WHEREAS, the Town of Arundel has withdrawn from the Agreement pursuant to Section 6.2 of the Agreement; and

WHEREAS, the remaining parties wish to amend and restate the Agreement to clarify the responsibilities of the remaining parties and the authority and organization of the River Committee; and

WHEREAS, 38 M.R.S.A. § 7 grants to municipalities the authority to adopt ordinances regulating activities in their harbors, including establishment of a harbor committee to oversee the ordinances regulating such harbors and to oversee the activities of the harbor master; and

WHEREAS, the parties to this Agreement are authorized to contract pursuant to the Maine Interlocal Cooperation Act, 30-A M.R.S.A. § § 2201-2207;

NOW, THEREFORE, the Towns of Kennebunk and Kennebunkport do hereby agree as follows:

Article 1: Description of Shared Resource

- 1.1 The purpose of this Agreement is to establish the Kennebunk River Committee and to give it sufficient authority to act as a planning, management, and appeals board in order to assist in the management of the shared resource.
- 1.2 For the purposes hereof the shared resource, known as the Kennebunk River, is defined as all portions of said River within the party municipalities which extends and runs generally southerly from the Boston and Maine Railroad Bridge, so-called, and extending to a line drawn between the extreme offshore limits of the jetties at the mouth of said River, and including all waters to the high tide levels thereof.

Article 2: Kennebunk River Committee

- 2.1 A committee is hereby created which shall act as the representative of the parties for the purposes of implementing this Agreement.
- 2.2 Membership: Membership shall consist of seven members; three persons from each party municipality shall be appointed by the Board of Selectmen of the respective municipality.

The seventh member (hereafter referred to as the “non-resident member”) shall be appointed jointly by both Boards of Selectmen and shall be (i) a resident of a municipality other than either of the party municipalities and (ii) someone who demonstrates an interest in the functioning and success of the River as described herein. All members shall serve three years terms, including the initial term of the non-resident member, except in the case of a vacancy of any member, in which event the vacancy shall be filled for the remainder of the term. Each member shall continue to serve after expiration of a term until a successor is appointed and qualified.

- 2.3 Each municipality may appoint alternates for one or more of its members. Any alternate is authorized to vote in place of a regular member from his/her municipality, if the regular member is unable to attend a meeting, is unable to participate due to a conflict of interest, or is unable to participate for any other reason. An alternate may be appointed for the non-resident member, if agreed to by the Board of Selectmen of each member municipality. Such an alternate will be appointed in the same manner as the non-reside-it member.
- 2.4 The Kennebunk River Harbormaster shall serve as a non-voting member.
- 2.5 Each member, except the Harbormaster and the non-resident member, shall be a resident of the municipality he/she represents.
- 2.6 After notice and hearing a member or alternate may be removed for cause by the Selectmen of the member's municipality, or upon determination that such member or alternate is not a resident of the municipality that appointed the member. The non-resident member may be removed for cause by a majority vote by the Board of Selectmen for each member municipality.
- 2.7 Nothing in this Agreement shall be construed as altering any term of any member duly appointed by the Board of Selectmen of either party municipality prior to the approval of this Agreement. Such members shall continue their terms in accordance with Section 2.2.
- 2.8 The members of the Committee shall hold an annual organizational meeting and elect officers. The officers shall consist of a Chairperson, Vice-Chairperson, Secretary, and Treasurer, who shall hold office for terms of one year and who shall continue in office until their successors have been elected. If an officer resigns before the term has expired, the Committee may replace the officer by a special election. Persons serving as officers at the date of adoption of this Agreement shall continue in office until the end of their term.
- 2.9 Meetings may be called by the Chairperson or by any four regular members by written notice of the time, place, and business to be considered. Notice to all members and alternates shall be given at least seven days prior to a meeting unless the Chairperson determines there is an emergency, in which case the Chairperson may waive the seven day notice provision provided that each municipality is represented by at least one member and a quorum of the members are present.

- 2.10 A quorum shall consist of representation by not less than four members or their alternates, with at least one Committee member or alternate from each municipality. An affirmative vote of at least one member (or alternate) from each municipality shall be required to pass any measure. A quorum is needed to conduct an official meeting and take any action. A meeting consisting of less than a quorum may establish another meeting date.

Article 3: Power and Duties

- 3.1 The Committee shall have all powers necessary and incidental to the implementation of this Agreement, including but not limited to:
- a. Recommending for adoption ordinances relating to the Kennebunk River to the party municipalities;
 - b. Development and recommending for adoption short and long range plans for the Kennebunk River for consideration by the party municipalities;
 - c. ~~Administering any appropriations from the municipalities~~ Recommending expenditures, to carry out the Purposes of this Agreement, to the Town Managers of the party municipalities;
 - d. Hearing and deciding any appeal of any person aggrieved by any decision, act or failure to act of the Harbormaster(s) for the Kennebunk River;
 - e. Adopting its own procedural laws to govern the conduct of its business and hearings;
 - f. Reporting to the Selectmen of each party municipality at least once a year about its activities and presenting its annual budget; and
 - g. Adopting and administering rules and regulations of the Kennebunk River including establishing and collecting fees for moorings and harbor usage, hearing reports from the Harbor Master regarding management of the shared resource, overseeing the day to day performance of the Harbor Master and making recommendations to the Town Manager of the Town that will employ the Harbor Master ~~Board of Selectmen~~ on the Harbor Master's initial hire.

Article 4: Finances

- 4.1 Any Funds received by the Committee pursuant to this Agreement shall be applied to the costs of operating the Committee except capital reserve funds which shall be segregated for that purpose.
- 4.2 The Committee shall prepare a recommended annual budget for each municipality on or before January 1 of each year.

- 4.3 The Committee is not authorized to incur any obligations beyond the amounts described in any appropriations made by the parties.

Article 5: Property

- 5.1 Any Funds remaining with the Committee upon the termination of this Agreement shall be divided equally among the municipalities of which are parties at the time of termination except capital reserve funds which shall be returned to the municipality of origin.

Article 6: Breach

- 6.1 **Breach:** A party shall be deemed to be in breach of this Agreement if it fails to appointment three voting members, or if it fails to perform or comply with any of the terms, provisions, or conditions of this Agreement or of the by-laws of the Committee. The Committee shall give a party written notice of specific acts or omissions which constitute breach. The party so notified shall have thirty days to conform. If the party fails to conform within the above mentioned time period, then that party shall be deemed to have withdrawn pursuant to Article 6.2 hereof. Any provisions to the contrary herein notwithstanding, any vote of the Committee with regard to any breach of any party shall be undertaken by only the non-resident member and he members of the party municipality which is not the subject of the vote referencing the alleged breach.
- 6.2 **Withdrawal:** Any party may withdraw from this Agreement subject to the following:
- a Withdrawal becomes effective no less than thirty days from the date upon which notice of the party's intent to withdraw is given to the committee, or upon the expiration of the thirtieth day without any conforming action required pursuant to Section 6.1.
 - b Any payments due during the notice period shall be paid to the Treasurer. If the Treasurer is a representative of a withdrawing party, payment shall be made to the Committee.
 - c Upon the effective date of withdrawal the withdrawing party shall lose all rights to benefits derived of this Agreement, and to funds previously contributed, and shall lose any interest in property held for the benefit of the parties.
 - d The withdrawing party shall pay the Committee the entire amount of any outstanding debts of the Committee; however any capital reserve monies shall be forfeited.

Article 7: Adoption and Amendment

- 7.1 **Duration:** Agreement shall continue until fewer than two municipalities remain as parties.

- 7.2 Effective Date: This Agreement shall take effect once it has been approved by the legislative bodies of all of the parties, signed by an authorized officer thereof, and filed with the Municipal Clerks and the Secretary of State.
- 7.3 Amendment: This Agreement may be amended by the parties by following the procedures established in Section 7.2 above, provided that amendments shall not be required to strike out the names, numbers and terms of Committee members and any other information written in this Agreement applying to parties who withdraw from this Agreement.

Article 8: Regional Review

- 8.1 This Agreement shall be filed for review with the Southern Maine Regional Planning Commission at least thirty days prior to the date of legislative action by any of the parties. Title 30-A M.R.S.A. §2342(6).

Article 9: Appeals

- 9.1 Applications to have the Committee consider an appeal from a decision, act, or failure to act of the Harbormaster shall be made within thirty days of the decision, act, or failure to act which precipitated the appeal by any person aggrieved by a Harbormaster's decision, act, or failure to act, on forms prepared by the Committee and available at the Municipal Offices. The application shall be filed with the Town Clerk of one of the party municipalities. The Clerk is responsible for notifying the Committee Chairperson that an appeal has been filed.
- 9.2 The Committee shall schedule a public hearing on the appeal within thirty days of receipt of a complete application. Notice of the hearing shall be made in a daily newspaper of general circulation, once, at least seven days prior to the hearing. The Harbormaster shall be notified in writing. A complete record of the hearing shall be kept, and written findings and conclusions shall be issued within seven days of the Committee making the decision.
- 9.3 Decisions by the Committee may be appealed to the Maine Superior Court pursuant to the Maine Rules of Civil Procedure, Rule 80B, within thirty days of the rendering of the Committee's decision.
- 9.4 In deciding any appeal the Committee shall hear, it shall approve, approve with conditions or modifications, or disapprove the decision, act, or failure to act of the Harbormaster from which the appeal is made. In reaching its decision the Committee shall be guided by its interpretation of all current state laws, local ordinances, and rules and regulations.
- 9.5 Enforcement of the Committee decisions shall be the responsibility of the Harbormaster, if applicable and upon direction of the Committee, and the party municipalities.

This Amended and Restate Agreement shall take effect upon its approval by the legislative bodies of both of the parties and execution by the authorized Officers thereof. The River Committee shall cause an executed copy of this Amendment to be filed with the Secretary of State, the Southern Maine Regional Planning Commission and the Municipal Clerks of each member Town.

IN WITNESS WHEREOF, the parties have by their authorized officers caused this agreement to be executed.

**BOARD OF SELECTMEN
TOWN OF KENNEBUNK**

By: _____

**BOARD OF SELECTMEN
TOWN OF KENNEBUNKPORT**

By: _____

AMENDED AND RESTATED INTERLOCAL AGREEMENT
KENNEBUNK RIVER COMMITTEE

WHEREAS, the Towns of Arundel, Kennebunk and Kennebunkport entered into an Interlocal Agreement dated 03-25-95 and establishing the Kennebunk River Committee; and

WHEREAS, the Agreement was amended on July 1, 2000; and

WHEREAS, the Agreement was again amended on June 30, 2011; and

WHEREAS, the Town of Arundel has withdrawn from the Agreement pursuant to Section 6.2 of the Agreement; and

WHEREAS, the remaining parties wish to amend and restate the Agreement to clarify the responsibilities of the remaining parties and the authority and organization of the River Committee; and

WHEREAS, 38 M.R.S.A. § 7 grants to municipalities the authority to adopt ordinances regulating activities in their harbors, including establishment of a harbor committee to oversee the ordinances regulating such harbors and to oversee the activities of the harbor master; and

WHEREAS, the parties to this Agreement are authorized to contract pursuant to the Maine Interlocal Cooperation Act, 30-A M.R.S.A. §§ 2201-2207;

NOW, THEREFORE, the Towns of Kennebunk and Kennebunkport do hereby agree as follows:

Article 1: Description of Shared Resource

- 1.1 The purpose of this Agreement is to establish the Kennebunk River Committee and to give it sufficient authority to act as a planning, management, and appeals board in order to assist in the management of the shared resource.
- 1.2 For the purposes hereof the shared resource, known as the Kennebunk River, is defined as all portions of said River within the party municipalities which extends and runs generally southerly from the Boston and Maine Railroad Bridge, so-called, and extending to a line drawn between the extreme offshore limits of the jetties at the mouth of said River, and including all waters to the high tide levels thereof.

Article 2: Kennebunk River Committee

- 2.1 A committee is hereby created which shall act as the representative of the parties for the purposes of implementing this Agreement.
- 2.2 Membership: Membership shall consist of seven members; three persons from each party municipality shall be appointed by the Board of Selectmen of the respective municipality.

The seventh member (hereafter referred to as the “non-resident member”) shall be appointed jointly by both Boards of Selectmen and shall be (i) a resident of a municipality other than either of the party municipalities and (ii) someone who demonstrates an interest in the functioning and success of the River as described herein. All members shall serve three years terms, including the initial term of the non-resident member, except in the case of a vacancy of any member, in which event the vacancy shall be filled for the remainder of the term. Each member shall continue to serve after expiration of a term until a successor is appointed and qualified.

- 2.3 Each municipality may appoint alternates for one or more of its members. Any alternate is authorized to vote in place of a regular member from his/her municipality, if the regular member is unable to attend a meeting, is unable to participate due to a conflict of interest, or is unable to participate for any other reason. An alternate may be appointed for the non-resident member, if agreed to by the Board of Selectmen of each member municipality. Such an alternate will be appointed in the same manner as the non-reside-it member.
- 2.4 The Kennebunk River Harbormaster shall serve as a non-voting member.
- 2.5 Each member, except the Harbormaster and the non-resident member, shall be a resident of the municipality he/she represents.
- 2.6 After notice and hearing a member or alternate may be removed for cause by the Selectmen of the member's municipality, or upon determination that such member or alternate is not a resident of the municipality that appointed the member. The non-resident member may be removed for cause by a majority vote by the Board of Selectmen for each member municipality.
- 2.7 Nothing in this Agreement shall be construed as altering any term of any member duly appointed by the Board of Selectmen of either party municipality prior to the approval of this Agreement. Such members shall continue their terms in accordance with Section 2.2.
- 2.8 The members of the Committee shall hold an annual organizational meeting and elect officers. The officers shall consist of a Chairperson, Vice-Chairperson, Secretary, and Treasurer, who shall hold office for terms of one year and who shall continue in office until their successors have been elected. If an officer resigns before the term has expired, the Committee may replace the officer by a special election. Persons serving as officers at the date of adoption of this Agreement shall continue in office until the end of their term.
- 2.9 Meetings may be called by the Chairperson or by any four regular members by written notice of the time, place, and business to be considered. Notice to all members and alternates shall be given at least seven days prior to a meeting unless the Chairperson determines there is an emergency, in which case the Chairperson may waive the seven day notice provision provided that each municipality is represented by at least one member and a quorum of the members are present.

- 2.10 A quorum shall consist of representation by not less than four members or their alternates, with at least one Committee member or alternate from each municipality. An affirmative vote of at least one member (or alternate) from each municipality shall be required to pass any measure. A quorum is needed to conduct an official meeting and take any action. A meeting consisting of less than a quorum may establish another meeting date.

Article 3: Power and Duties

- 3.1 The Committee shall have all powers necessary and incidental to the implementation of this Agreement, including but not limited to:
- a. Recommending for adoption ordinances relating to the Kennebunk River to the party municipalities;
 - b. Development and recommending for adoption short and long range plans for the Kennebunk River for consideration by the party municipalities;
 - c. ~~Administering any appropriations from the municipalities~~ Recommending expenditures, to carry out the Purposes of this Agreement, to the Town Managers of the party municipalities;
 - d. Hearing and deciding any appeal of any person aggrieved by any decision, act or failure to act of the Harbormaster(s) for the Kennebunk River;
 - e. Adopting its own procedural laws to govern the conduct of its business and hearings;
 - f. Reporting to the Selectmen of each party municipality at least once a year about its activities and presenting its annual budget; and
 - g. Adopting and administering rules and regulations of the Kennebunk River including establishing and collecting fees for moorings and harbor usage, hearing reports from the Harbor Master regarding management of the shared resource,~~overseeing the day to day performance of the Harbor Master~~ and making recommendations to the Town Manager of the Town that will employ the Harbor Master ~~Board of Selectmen~~ on the Harbor Master's initial hire.

Article 4: Finances

- 4.1 Any Funds received by the Committee pursuant to this Agreement shall be applied to the costs of operating the Committee except capital reserve funds which shall be segregated for that purpose.
- 4.2 The Committee shall prepare a recommended annual budget for each municipality on or before January 1 of each year.

- 4.3 The Committee is not authorized to incur any obligations beyond the amounts described in any appropriations made by the parties.

Article 5: Property

- 5.1 Any Funds remaining with the Committee upon the termination of this Agreement shall be divided equally among the municipalities of which are parties at the time of termination except capital reserve funds which shall be returned to the municipality of origin.

Article 6: Breach

- 6.1 Breach: A party shall be deemed to be in breach of this Agreement if it fails to appointment three voting members, or if it fails to perform or comply with any of the terms, provisions, or conditions of this Agreement or of the by-laws of the Committee. The Committee shall give a party written notice of specific acts or omissions which constitute breach. The party so notified shall have thirty days to conform. If the party fails to conform within the above mentioned time period, then that party shall be deemed to have withdrawn pursuant to Article 6.2 hereof. Any provisions to the contrary herein notwithstanding, any vote of the Committee with regard to any breach of any party shall be undertaken by only the non-resident member and he members of the party municipality which is not the subject of the vote referencing the alleged breach.

- 6.2 Withdrawal: Any party may withdraw from this Agreement subject to the following:

- a Withdrawal becomes effective no less than thirty days from the date upon which notice of the party's intent to withdraw is given to the committee, or upon the expiration of the thirtieth day without any conforming action required pursuant to Section 6.1.
- b Any payments due during the notice period shall be paid to the Treasurer. If the Treasurer is a representative of a withdrawing party, payment shall be made to the Committee.
- c Upon the effective date of withdrawal the withdrawing party shall lose all rights to benefits derived of this Agreement, and to funds previously contributed, and shall lose any interest in property held for the benefit of the parties.
- d The withdrawing party shall pay the Committee the entire amount of any outstanding debts of the Committee; however any capital reserve monies shall be forfeited.

Article 7: Adoption and Amendment

- 7.1 Duration: Agreement shall continue until fewer than two municipalities remain as parties.

- 7.2 Effective Date: This Agreement shall take effect once it has been approved by the legislative bodies of all of the parties, signed by an authorized officer thereof, and filed with the Municipal Clerks and the Secretary of State.
- 7.3 Amendment: This Agreement may be amended by the parties by following the procedures established in Section 7.2 above, provided that amendments shall not be required to strike out the names, numbers and terms of Committee members and any other information written in this Agreement applying to parties who withdraw from this Agreement.

Article 8: Regional Review

- 8.1 This Agreement shall be filed for review with the Southern Maine Regional Planning Commission at least thirty days prior to the date of legislative action by any of the parties. Title 30-A M.R.S.A. §2342(6).

Article 9: Appeals

- 9.1 Applications to have the Committee consider an appeal from a decision, act, or failure to act of the Harbormaster shall be made within thirty days of the decision, act, or failure to act which precipitated the appeal by any person aggrieved by a Harbormaster's decision, act, or failure to act, on forms prepared by the Committee and available at the Municipal Offices. The application shall be filed with the Town Clerk of one of the party municipalities. The Clerk is responsible for notifying the Committee Chairperson that an appeal has been filed.
- 9.2 The Committee shall schedule a public hearing on the appeal within thirty days of receipt of a complete application. Notice of the hearing shall be made in a daily newspaper of general circulation, once, at least seven days prior to the hearing. The Harbormaster shall be notified in writing. A complete record of the hearing shall be kept, and written findings and conclusions shall be issued within seven days of the Committee making the decision.
- 9.3 Decisions by the Committee may be appealed to the Maine Superior Court pursuant to the Maine Rules of Civil Procedure, Rule 80B, within thirty days of the rendering of the Committee's decision.
- 9.4 In deciding any appeal the Committee shall hear, it shall approve, approve with conditions or modifications, or disapprove the decision, act, or failure to act of the Harbormaster from which the appeal is made. In reaching its decision the Committee shall be guided by its interpretation of all current state laws, local ordinances, and rules and regulations.
- 9.5 Enforcement of the Committee decisions shall be the responsibility of the Harbormaster, if applicable and upon direction of the Committee, and the party municipalities.

This Amended and Restate Agreement shall take effect upon its approval by the legislative bodies of both of the parties and execution by the authorized Officers thereof. The River Committee shall cause an executed copy of this Amendment to be filed with the Secretary of State, the Southern Maine Regional Planning Commission and the Municipal Clerks of each member Town.

IN WITNESS WHEREOF, the parties have by their authorized officers caused this agreement to be executed.

**BOARD OF SELECTMEN
TOWN OF KENNEBUNK**

By: _____

**BOARD OF SELECTMEN
TOWN OF KENNEBUNKPORT**

By: _____

Question #2

**Town of Kennebunkport - Code of the Town
Part I: General Ordinances
Chapter 61: Harbor and Waterfront
Article II: Waterfront
Section 12: Definitions**

MOORING

The means of securing a vessel to a particular location in Kennebunkport waters, other than temporarily by anchor for a period of no more than 72 hours. Dock, pier, wharf or float tie-ups are not moorings. There are three classes of moorings, commercial, recreational and transient, which are defined below:

A.

COMMERCIAL

A mooring issued to and utilized by a commercial fisheries business for the purpose of mooring a commercial fishing vessel. In Cape Porpoise; the mooring permit holder must either be a Cape Porpoise Pier member in good standing or a shorefront owner. This excludes moorings in Paddy Creek, Turbats Creek, Land's End, **Goose Rocks Beach** and Langsford Road, as noted by their mooring designation.

B.

RECREATIONAL

A mooring other than a commercial mooring that is permitted for the purpose of mooring a specific vessel. In Cape Porpoise, the mooring permit holder must either be a Cape Porpoise Pier member in good standing or a shorefront owner. This excludes moorings in Paddy Creek, Turbats Creek, Land's End, **Goose Rocks Beach** and Langsford Road, as noted by their mooring designation.

Question #3

§ 240-6.12. Signs and billboards.

- A. General. Permanent and temporary signage within the Town of Kennebunkport shall be subject to the standards set forth in this section. Signage within the Town of Kennebunkport shall also be subject to the permitting requirements set forth in § 240-11.2(G). Except for business directional signs permitted under Subsection B, all signs shall relate to goods and services available on the premises on which the sign is located, or to the availability of the premises themselves for sale, rent or lease.
- B. Official Business Directional and Off-Premise Signs. ~~Off premises directional signs and~~ official business directional signs as defined in 23 M.R.S.A. § 1903, off premises directional signs, and signs advertising commercial uses that are located on premises other than the premise upon which the sign is located shall not be permitted. ~~Official business directional signs, and off premises directional signs~~ except that directional signs not larger than six inches in width and 24 inches in length are permitted on posts provided for that purpose by the Town without the necessity of a permit. Such directional signs shall be placed on the Town posts on a space-available basis.
- C. Performance Standards for Permanent Signs ~~Size, location and illumination.~~
- (1) No sign shall be erected adjacent to any public way in such a manner as to obstruct clear and free vision or where, by reason of its position, shape, color, illumination or working, the sign or billboard may interfere with, obstruct the view of, or be confused with any authorized sign, signal or device, or otherwise constitute a hazard to pedestrian or vehicular traffic.
 - (2) Roof-mounted signs are prohibited.
 - (3) No sign or portion of a sign structure shall exceed 20 feet in height measured from the adjacent road surface.
 - (4) Illuminated signs shall be permitted, subject to the following restrictions and prohibitions:
 - (a) There shall be no intermittently illuminated, traveling light, animated, flashing light, or internally illuminated signs.
 - (b) All illuminated signs shall be shielded or hooded so the light source itself is not visible off of the premises.
 - (5) In all zones:
 - (a) Signs erected on non-residential properties shall conform to the requirements set forth in Subsection H, Table A. The allowable number and dimensions ~~square footage~~ of signage on a non-residential property shall be calculated based upon the gross square footage of floor space that is owned or leased by the sign permit applicant within the structure(s) located on the non-residential property for which a sign permit is sought. per building occupant shall be based upon the gross square footage of unit floor space that is rented or owned by ., and n ~~No sign shall~~

~~exceed the area as permitted in Subsection H.~~

~~(a)(b) Signage erected on residential properties shall conform to the requirements set forth in Subsection H, Table B.~~

- (6) All signs overhanging a sidewalk or public way shall be no less than 10 feet from the surface of the pavement.
- (7) No signs shall be posted on trees which are under the jurisdiction of the Tree Warden of the Town.
- (8) The area of a sign shall be calculated by measuring the area of the smallest rectangle capable of enclosing the sign in every plane. If a three-dimensional sign has a depth of more than one foot, the area of the sign shall be calculated by measuring the total surface area of the smallest box capable of enclosing the entire sign.
- (9) Window lettering displaying information such as business name, hours of operation, website, etc., is permitted to occupy up to 35% of the glazed area per window. Lettering governed by this subsection shall not be considered signage for purposes of calculating the area of allowable square footage or number of signs. (See Subsection H.)
- (10) Signs erected or installed in the interior of a structure which form an integral part of a bona fide window display which is related to merchandise or services available within the structure shall not be considered signs for purposes related to this section.

D. Number and location of signs.

- (1) Except as expressly prohibited under this chapter, in all zones, ~~each business occupant or nonprofit organization may erect~~ sign(s) may be attached or affixed ~~to the~~ buildings. Freestanding signs shall be limited based on the specifications set forth in this chapter.
- (2) No freestanding sign shall be located within five feet of the lot line adjacent to the street. However, a setback of less than five feet is permitted upon prior written approval by the Chief of Police after a determination that the sign does not create any sight distance or safety issues.
- (3) In addition to the signs permitted under Subsection D(1), and except as expressly prohibited under this chapter, on-premises signs advertising the availability of the premises for sale, rent or lease shall be permitted.

E. Home occupations signs. One sign identifying the name, address and profession of a permitted home occupation or a lawfully existing nonconforming home occupation shall be allowed, provided such sign does not exceed two square feet in area and is not illuminated.

F. Temporary signs.

(1) Temporary Signs Placed Within Public Right-of-Way: Temporary signs

placed within the public right-of-way shall conform to the provisions of 23 M.R.S. § 1913-A.

~~(4)(2)~~ Temporary Signs Placed Outside the Public Right-of-Way:
Temporary signs placed outside of the public right-of-way shall ~~The following temporary signs (in addition to those specified in Subsection H), not exceeding six square feet in area, and may be posted in any zone without a permit from the Code Enforcement Officer for no longer than ninety (390) days; and are permitted without a permit from the Code Enforcement Officer.~~ Temporary signs specified in this section shall not be attached to fences, trees, utility poles, or the like and shall not be placed in a position that will obstruct or impair vision or traffic or in any manner create a hazard or disturbance to the health and welfare of the general public.

~~Temporary signs giving notice. Signs of a temporary nature such as political posters, advertisements of charitable functions, notices of meetings and other noncommercial signs of a similar nature are permitted for a period not to exceed 30 days and shall be removed by the person(s) who posted the signs. Temporary signs specified in this section shall not be attached to fences, trees, utility poles, or the like and shall not be placed in a position that will obstruct or impair vision or traffic or in any manner create a hazard or disturbance to the health and welfare of the general public. Temporary development or construction sign. One temporary development or construction sign, attached to a building or freestanding, may be erected, provided such sign shall be limited to a general~~

§ 240-6.12

§ 240-6.12

~~identification of the project and shall be removed within 30 days after completion of the project.~~

~~(2) Once removed, no temporary sign shall be posted within 30 days of the removal date.~~

- (3) Street banners may exceed six square feet but be no larger than 50 square feet.
- (4) Temporary signs do not require a permit but must conform to all provisions of this chapter.

G. The above regulations shall not apply to the following:

- (1) Flags and insignia of any government, and flags placed within brackets mounted to permanent residential and non-residential structures, and freestanding flags that are not affixed to any structure.
- (2) Traffic control signs, signs designating route numbers or other informational signs erected or required by governmental bodies.
- (3) Integral- decorative or architectural features of buildings except letters,

trademarks, moving parts, or moving or flashing lights.

(4) Signs directing and guiding traffic and parking on private property, but bearing no advertising matter.

(5) Signs posting property as private, and/or no trespass signs.

H. ~~Permanent Commercial~~ Sign dimensions and number for permanent signs located on non-residential and residential properties.

Table A: Signage for Commercial Properties

<u>Non-Residential Commercial</u> Unit Size (gross square footage)				
	0 to 500	500 to 1,000	1,000 to 2,500	2,500+
Window lettering (percentage of window covered)	35%	35%	35%	35%
Window display	Permitted	Permitted	Permitted	Permitted
Menu (square footage), restaurant/takeout only	15	15	20	20
Total square footage of signage (excluding window lettering, window displays and menus) for all zones	50	70	90	100
Maximum gross area per sign in all zones (square feet)	20	20	30	40
Number of attached signs	2	3	3	4
Number of freestanding signs	1	1	2	2
Temporary sale, special events, daily menu (10 square feet)	1	1	2	2

Table B: Signage for Residential Properties

Residential Property Signage (1 permanent sign per residential property)	
Total square footage of signage for all zones	<u>20</u>
Total number of attached and freestanding signs for all zones	<u>1</u>

I. Nonconforming Signs. Any permanent sign in place prior to [FILL IN WITH DATE] and not in conformance with this section may remain in place. Nonconforming permanent signs may be replaced after approval and issuance of a permit from the Code Enforcement Officer pursuant to § 240-11.2(G). If a nonconforming permanent sign is removed, and is not replaced, for a period of six (6) months, then the Code Enforcement Officer may only approve, and issue a permit for, a new permanent sign that conforms to the provisions of this section.

Question #4

Town of Kennebunkport - Code of the Town
Part I: General Ordinances
Chapter 147: Streets and Sidewalks
Article III: Right-of-Way and Road Infringement
Section 35: Conduct Prohibited

§ 147-35. Conduct prohibited.

- A. No person shall place or erect any ~~sign or~~ object in or on any Town right-of-way or road without first consulting with the Chief of Police and Director of Public Works or their designees to get their recommendation, and then appearing before the Board of Selectmen of the Town of Kennebunkport to get that Board's approval. This section shall not be interpreted to prohibit placement of temporary signs in the public right of way.
- B. Any person found to be in violation of this section will be given 24 hours to remove the sign or object. If the sign or object is not removed within 24 hours, then the Public Works Department will remove the sign or object, and the owner of the sign or object shall pay all costs of removal.

Question #5

§ 240-6.12

§ 240-6.12

G.

- (6) Internally lit signs that are owned and operated by the Town of Kennebunkport, and located on property owned by the Town of Kennebunkport, or a political subdivision thereof.

AGENDA ITEM DIVIDER



TOWN OF KENNEBUNKPORT, MAINE

~ INCORPORATED 1653 ~

To: Laurie Smith
From: Eli Rubin, Community Planner
 Michael Claus, Project Coordinator
Date: May 9, 2022
Re: Raising of the Pier Road Causeway

The State of Maine has a current grant opportunity through their Maine Infrastructure Adaptation Fund. The grant is funded by the Maine Jobs and Recovery Plan for \$20 million and will provide direct funding to municipalities, tribes, and state agencies for stormwater, drinking water, and wastewater infrastructure projects that address climate effects. The raising of the Pier Road Causeway to prevent stormwater damage and to protect wastewater and water utilities under the road should be eligible for this funding. The grant provides funding for 95% of project construction costs and grant applications are due May 31, 2022.

The Town has had the Pier Road Causeway on our vulnerable roads list for several years. Similar Capital Projects such as raising of Kings Highway near Dyke Road, reconstruction of Head of the Cove on Pier Road, and reconstruction of the Village Seawall on Ocean Avenue have been completed with Town capital funding. This grant funding gives the Town the opportunity to complete the construction of a major climate change infrastructure project with 95% grant funding. The grant allows us to apply for either engineering funds or construction funds but not both at this time. The funding will be made available on a first come first served basis until the \$20 million funding is spent. It is our recommendation that the Town takes advantage of the current funding for the larger construction costs (\$2,100,000 est.) compared to the engineering fees (\$200,000 est.) which are currently budgeted in FY23.

We are seeking authorization from the Board of Selectmen to proceed with a State of Maine grant application that would allow for raising of the Pier Road Causeway in 2023. This would involve the Town spending \$60,000 out of the capital paving program in FY 23 and \$200,000 in engineering costs in FY 23. In order to move expeditiously in tune with the grant schedule, we are also seeking authorization to request engineering proposals to raise the Pier Road causeway. Typically engineering firms need 6 weeks to respond to proposals, consequently, we propose that staff begin the RFP process, which would allow the Selectmen the opportunity to evaluate an engineering firm in the new fiscal year.



**COMMITMENT & INTEGRITY
DRIVE RESULTS**

41 HUTCHINS DRIVE
PORTLAND, MAINE 04102
TEL.(207)774-2112

CLIENT Town of Kennebunkport

PROJECT Pier Road Reconstruction

DESIGNED BY	HKS	DATE	1/7/2022
CHECKED BY	BSS	DATE	1/7/2022
PROJECT NO.	P203806	SHEET NO.	1 of 1

Engineer's Conceptual Opinion of Probable Project Cost - Pier Road

Project Description: Approximately 450 feet of Pier Road will be reconstructed. This reconstruction will allow the road elevation to be raised approximately six feet to elevation 13, and widened from 25-feet to 30-feet to accommodate paved shoulder on one side for bike/pedestrians. The reconstruction will be primarily located over the causeway to Bickford Island. Reconstruction includes need to raise driveways at 72 and 74 Pier Road.

	Qty.	Unit	Unit Price ⁵	Price	Assumptions
General Conditions					
Mobilization and Demobilization	1	LS	\$ 75,000	\$ 75,000	Includes temporary facilities, testing, etc.
Construction Survey/Staking	1	LS	\$ 5,000	\$ 5,000	Includes construction survey control, resetting pins
Temporary Erosion & Sedimentation Control	1	LS	\$ 5,000	\$ 5,000	
Dust Control	1	LS	\$ 2,500	\$ 2,500	
Traffic Control	1	LS	\$ 75,000	\$ 75,000	Includes consideration for maintaining 1-lane
Demolition					
Demolish Bituminous Pavement	1,520	SY	\$ 7	\$ 10,640	
Road/Sidewalk					
12.5 MM HMA Surface Pavement	140	TON	\$ 152	\$ 21,280	1.25" at roads, driveways, and parking areas
19.0 MM HMA Base Pavement	190	TON	\$ 145	\$ 27,550	1.75" at roads, driveways, and parking areas
Type "A" Base Gravel	170	CY	\$ 85	\$ 14,450	3" Deep Layer of Base Gravel
Type "D" Subbase Gravel	840	CY	\$ 70	\$ 58,800	15" of Subbase at roads, driveways, and sidewalks
Granular Borrow	1,220	CY	\$ 55	\$ 67,100	Required for road widening/causeway reconstruction
Sidewalk	0	SY	\$ -	\$ -	- Assumes paved shoulder, but no raised sidewalk
Crushed Stone (MDOT 703.31)	400	CY	\$ 85	\$ 34,000	6" layer above rock sandwich
Stone for Rock Sandwich (D50=6")	5,800	CY	\$ 125	\$ 725,000	24" layer of large stone for rock sandwich areas
Non-Woven Filter Fabric	22,630	SY	\$ 5	\$ 113,150	above and below all rock sandwich areas
Rebuild Rip Rap Embankment	1,000	CY	\$ 150	\$ 150,000	Remove & reset rock stabilization
Curbing	100	LF	\$ 25	\$ 2,500	Type 3 curbing
Coffer Dams Allowance	1	LS	\$ 65,000	\$ 65,000	
Stormwater Allowance	1	LS	\$ 35,000	\$ 35,000	
Additional Items					
Abutting Properties Landscaping Restoration	1	LS	\$ 50,000	\$ 50,000	
Driveway Apron Repair Cobblestones	17	SY	\$ 15	\$ 252	
Driveway Apron Repair Dry-Sand Cement	0.5	CY	\$ 100	\$ 47	
Driveway Apron Repair Type "B" Base Gravel	6	CY	\$ 85	\$ 476	Unit price based on Type A and Type D pricing
Loam & Seed	1	LS	\$ 5,000	\$ 5,000	revegetation disturbed property at ends of causeway
Pavement Markings	1,350	LF	\$ 1	\$ 1,350	
Remove & reset fence	50	LF	\$ 90	\$ 4,500	
Signage Allowance	1	LS	\$ 2,500	\$ 2,500	
New Guardrail	900	LF	\$ 90	\$ 81,000	
Adjust MH/Water Valve to grade	5	EA	\$ 700	\$ 3,500	

<i>Project Subtotal</i>	\$ 1,635,594	
<i>Contingency</i>	\$ 327,120	20% of Construction Cost
Construction Subtotal	\$ 1,962,714	
<i>Survey, Wetland Delineation, & Geotechnical</i>	\$ 30,000	
<i>Engineering</i>	\$ 114,000	7% of Construction Cost (pre-contingency)
<i>State & Federal Natural Resources Protection Act Permitting</i>	\$ 49,000	3% of Construction Cost (pre-contingency)
<i>Natural Resources In-lieu Compensation Allowance</i>	\$ 57,000	See Note 4
<i>Construction Admin Engineering Services</i>	\$ 65,000	4% of Construction Cost (pre-contingency)
Total Cost	\$ 2,277,714	

Notes:

- 1) The cost opinion is based upon a FEMA Flood Elevation of 11, per FEMA FIRM Map Panel 230170 0007B; existing road elevation is approximately 7 feet
- 2) Existing road elevations have been approximated using Sewer System Extension Record Drawings provided by the Town of Kennebunkport, prepared by environmental engineers, inc. dated Dec 1979.
- 3) Cost opinion has been produced for project planning and budgeting purposes, and is conceptual in nature.
- 4) The Maine DEP maps indicate that the project is located within the Tidal Wading Bird and Waterfowl Habitat (TWWH)
This estimate assumes that no compensation will be applied for TWWH, since the habitat is directly next to the existing road (A similar determination was made by the DEP for King Highway Reconstruction Project). Budgeted Allowance for In-lieu compensation applies to assumed direct wetland impacts only. The budget assumes that approximately 12 feet of resource along the length of the causeway (each side) will be impacted.
- 5) Quantities and Unit Prices updated from Feb 5, 2013 and Jan 14, 2019 estimates, utilizing recent MaineDOT bid tabulations where available and ENR CCI as necessary. Costs assume FY2023 design and FY2024 construction.
- 6) ENR CCI Feb 2013 (9453) to Jan 2019 (11206) to Dec 2021 (12481)
- 7) Estimated Future Annual Escalation Rate beyond FY 2024 equal to 0.04% per year

AGENDA ITEM DIVIDER

INTEROFFICE MEMORANDUM

TO: BOARD OF SELECTMEN

FROM: STEPHANIE SIMPSON, DIRECTOR OF PARKS & RECREATION

SUBJECT: PARKS AND RECREATION MOWER

DATE: APRIL 25, 2022

CC: LAURIE SMITH, TOWN MANAGER

The Parks and Recreation Department currently has two mowers. One is used for Parson's Field and is over 11 years old. The second one is used for the disc golf course is even older and came to us from RSU21 as used equipment. The mower used for the disc golf course is the older of the two and covers the rough terrain of the course. This second mower is in bad condition and often needs repairs. It gets a lot of wear and tear throughout the summer months because of the course conditions.

With the help of the Public Works Department staff, quote specs were developed and requests for quotes went out to four area dealerships. We received three quotes.

	Brand	Engine	Displacement	Max Power	Fuel Capacity	Seat	Weight	Dimensions	Deck	Warranty	Price
SPECS		Kawasaki FX1000V-EFI	999cc	38.5HP	12.7 GAL	High backbolstered w/ suspension pod system	1661 LBS	71.5 x 87W x 83L	72"		
United Construction & Forestry, Sanford	John Deere	FX1000V	999cc	35HP	11.5	Deluxe comfort seat w/ armrests and isolation	1336 LBS	73H x 75W x 84L	72"	36 months/ 1500 hour. First 24 months, no hour limitation	\$13,720.63
TK Equipment, LLC, Saco	Gravelly 992502	Kawasaki FX1000	999cc	35 HP	12.7	High backbolstered w/ suspension pod system	1646 LBS	71.5 x 87W x 83L	72"	5 year/1500 hour. No hour limit first 2 years	\$13,720.70
TK Equipment, LLC, Saco	Gravelly 992504	Kawasaki FX1000V-EFI	999cc	38.5 HP	12.7	High backbolstered w/ suspension pod system	1661	71.5 x 87W x 83L	72"	5 year/1500 hour. No hour limit first 2 years	\$14,190.75

The budget for this mower will come from the Recreation Capital Improvement budget. After the tennis court resurfacing project last July, there is \$14, 500 remaining in that budget.

It is recommended that we purchase the Gravelly 992504. This is for two reasons. The engine on this model is fuel injected which means there is less risk for any issues with ethanol separation issues while the mower is stored over winter. The second reason, also relating to the fuel injection, is that it will be more fuel efficient.

There is a delay in getting mowers delivered. This particular model will not be available until late 2022 or into 2023. Our current mowers will be sufficient for this coming season but we hope to get the order placed once approval is received.

It is recommended that The Board of Selectman approve the purchase of the Gravelly 992504 in the amount of \$14,190.75 to be used in the Parks and Recreation Department.



JOHN DEERE

Selling Equipment

Quote Id: 26473890 Customer Name:

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
 Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
 United Construction & Forestry
 8 Shaw's Ridge Road
 Sanford, ME 04073
 207-324-5646
 sanford@uatne.com

JOHN DEERE Z970R ZTrak

Hours: Suggested List *
 Stock Number: \$ 17,819.00
 Contract: ME VA NASPO MA 18P 200513-142 (PG 8Y CG Selling Price *
 22) \$ 13,720.63
 Price Effective Date: April 13, 2022

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2213TC	Z970R ZTrak	1	\$ 18,119.00	23.00	\$ 4,167.37	\$ 13,951.63	\$ 13,951.63
Standard Options - Per Unit							
001A	United States/Canada	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
1037	24x12x12 Pneumatic Turf Tire for 72" Decks	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
1506	72 In. Side Discharge Mower Deck	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
2092	Deluxe Comfort Seat with Armrests and Isolation (24" High Back)	1	\$ -300.00	23.00	\$ -69.00	\$ -231.00	\$ -231.00
Standard Options Total			\$ -300.00		\$ -69.00	\$ -231.00	\$ -231.00
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Total Selling Price			\$ 17,819.00		\$ 4,098.37	\$ 13,720.63	\$ 13,720.63



JOHN DEERE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
United Construction & Forestry
8 Shaw's Ridge Road
Sanford, ME 04073
207-324-5646
sanford@uatne.com

Quote Summary

Prepared For:
Kennebunkport Parks And Rec
ME

Delivering Dealer:
United Construction & Forestry
Tom Swan
8 Shaw's Ridge Road
Sanford, ME 04073
Phone: 207-324-5646
tom.swan@uatne.com

Quote ID: 26473890
Created On: 14 April 2022
Last Modified On: 14 April 2022
Expiration Date: 31 May 2022

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE Z970R ZTrak	\$ 17,819.00	\$ 13,720.63 X	1 =	\$ 13,720.63
Contract: ME VA NASPO MA 18P 200513-142 (PG 8Y CG 22)				
Price Effective Date: April 13, 2022				
Equipment Total				\$ 13,720.63

* Includes Fees and Non-contract items

Quote Summary	
Equipment Total	\$ 13,720.63
Trade In	
SubTotal	\$ 13,720.63
Est. Service Agreement Tax	\$ 0.00
Total	\$ 13,720.63
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 13,720.63

Salesperson : X _____

Accepted By : X _____

QUOTE PROPOSAL FORM
MOWER Contract No. 2022-01

SUBMIT TO: Director of Parks & Recreation
ssimpson@kennebunkportme.gov
subject line: MOWER QUOTE

QUOTE DUE DATE: Thursday, April 21, 2022, 1:00 p.m.

The undersigned hereby certifies he/she has examined and fully comprehends the requirements of these specifications for the above equipment and offers to furnish all labor, materials, equipment, supplies and related to do the work as detailed for the following lump sum price.

Model Quote 992502

Quote for Specified Equipment \$ 13720.70 (In Numbers)

Expected Delivery Time after Receipt of Purchase Order 9/30/22

NAME OF FIRM: TK EQUIPMENT, LLC

ADDRESS: 987 PORTLAND RD

SACO, ME 04072

AUTHORIZED SIGNATURE: 

PRINT NAME AND TITLE: Thomas Kenne, Owner

TELEPHONE: 207-602-6038 **DATE:** 4/21/22

Required Attachments: 1. Detailed Mower Manufacturer Specifications with Specified Options

QUOTE PROPOSAL FORM
MOWER Contract No. 2022-01

SUBMIT TO: Director of Parks & Recreation
ssimpson@kennebunkportme.gov
subject line: MOWER QUOTE

QUOTE DUE DATE: Thursday, April 21, 2022, 1:00 p.m.

The undersigned hereby certifies he/she has examined and fully comprehends the requirements of these specifications for the above equipment and offers to furnish all labor, materials, equipment, supplies and related to do the work as detailed for the following lump sum price.

Model Quote 992504

Quote for Specified Equipment \$ 14190.75 (In Numbers)

Expected Delivery Time after Receipt of Purchase Order 4/1/2023

NAME OF FIRM: TK EQUIPMENT, LLC

ADDRESS: 987 PORTLAND RD

SACO, ME 04072

AUTHORIZED SIGNATURE:



PRINT NAME AND TITLE:

Thomas Kenzie, Owner

TELEPHONE:

207-602-6038

DATE:

4/21/22

Required Attachments: 1. Detailed Mower Manufacturer Specifications with Specified Options

AGENDA ITEM DIVIDER

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...)

- Administrative Code Committee
- Board of Assessment Review
- Budget Board
- Cape Porpoise Pier Advisory Committee
- Cemetery Committee
- Conservation Commission
- Government Wharf Committee
- Growth Planning Committee
- Kennebunk River Committee
- Lighting Committee
- Planning Board
- Shade Tree Committee
- Shellfish Conservation Committee
- Solid Waste Committee
- Zoning Board of Appeals
- Wastewater Advisory Committee


 Signature of Applicant _____ Date 02-MAR-2022

Preliminary Information

Name (Print): CHARLES R. TREMBLAY

Residence Address: 1 BOATSWAIN LANE Phone: 207-344-4559

Business Address: n/a Phone: n/a

Mailing Address: _____

(if different) _____

E-mail Address: crTremblay207@icloud.com

Membership in community organizations:

Organization	Dates	Activities
<u>JUNIOR ACHIEVEMENT</u>	<u>1998-2002</u>	<u>TAUGHT BASIC BUSINESS TO 4th GRADERS</u>
<u>UNITED Way of WAREHOWN COUNTY (OW)</u>	<u>2002-2004</u>	<u>MEMBER OF ALLOCATIONS COMMITTEE THAT</u> <u>MANAGED/ADVISED VARIOUS NON-PROFITS THAT</u> <u>RECEIVE SIGNIFICANT FUNDING FROM UWAY.</u>

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

- SPENT NEARLY 40 YEARS AT LARGE CORPORATIONS (P&G, IFF) IN MANAGEMENT POSITIONS
- EFFECTIVE COMMUNICATOR AND EXPERIENCE WORKING WITH DIVERSE ORGANIZATIONS.
- MOST RECENT ROLE WAS IN CORPORATE REAL ESTATE, WHICH INVOLVED MANAGING
COMPLEX ISSUES w/ LOCAL REGULATORY AGENCIES AND LANDLORDS.

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

RETURNED TO MAINE AFTER 40 YR. CAREER. NOW RETIRED AND LOOKING
TO CONTRIBUTE TO MY COMMUNITY.

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

Betty Burritt

Signature of Applicant

2-22-22

Date

Preliminary Information

Name (Print): Betty Burritt

Residence Address: 142 Main st KPT 04046 Phone: 207-467-1510

Business Address: 107 York St KBK 04043 Phone: 207-569-0221

Mailing Address: _____

(if different) _____

E-mail Address: bburritt01@gmail.com

Membership in community organizations:

Organization	Dates	Activities
<u>The Chamber of Commerce</u>	<u></u>	<u>Launch!; Shop Local Saturday; PJ Shopping Day</u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>

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

I work as a property manager locally, I have good working relationships with local vendors. I have outstanding people.

Skills.

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

I would like to become more involved with our Community.

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.

Please see attachment

Membership in community organizations:

Organization

Dates

Activities

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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?

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.

Attachment for town committee application of Thomas Myatt

Membership in community organizations: Organization/Dates/Activities

Milford MA town meeting member	2008 to 2020	Deliberate and vote on town warrant articles
Milford Upper Charles Trail	2005 to 2015	Director and treasurer
Board member condo association	2015 to 2020	Management of association

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

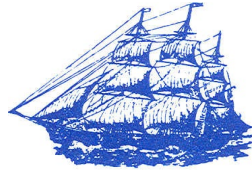
Education: BS Business Administration, UNH and MS Project Management, GWU
Employment: Retired. Worked at CVS Health Corporation for 35 yrs. As a Senior IT Director managed 150+ employees & 200+ contractors; multiple enterprise systems; and strategic IT projects.
Veteran: USMC.

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

We have spent weekends and vacations in Maine every year for over 40 years, and moved to Kennebunkport in late 2020. I want to make a contribution to the community that we have retired to, and I am particularly interested in helping to ensure that the town maintains its wonderful character while also allowing opportunities for carefully considered growth and development.

We do a few trips each year, but otherwise as a retiree I have plentiful time and interest to do whatever it takes to be a productive committee member.

AGENDA ITEM DIVIDER



TOWN OF KENNEBUNKPORT, MAINE

– INCORPORATED 1653 –

**ARBOR DAY PROCLAMATION
149th Anniversary-1872-2022**

- Whereas,** In 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and
- Whereas,** this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and
- Whereas,** 2022 is the 149th Anniversary of the holiday and Arbor Day is now observed throughout the nation and the world, and
- Whereas,** trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen, and provide habitat for wildlife, and
- Whereas,** trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products, and
- Whereas,** trees in our town increase property values, enhance the economic vitality of business areas, and beautify our community, and
- Whereas,** trees, wherever they are planted, are a source of joy and spiritual renewal.
- Whereas,** Kennebunkport has been recognized as a Tree City USA by The National Arbor Day Foundation for the past 45 years, and desires to continue its tree-planting ways,

NOW, THEREFORE, WE, the Selectmen of the Town of Kennebunkport, do hereby proclaim May 12, 2022, as the 149th Anniversary Celebration of ARBOR DAY.

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

Dated this 12th day of May 2022.

Allen A. Daggett

Sheila Mathews-Bull

Patrick A. Briggs

Edward Hutchins

D. Michael Weston

AGENDA ITEM DIVIDER

Kennebunkport Public Health

May 3, 2022

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

Please accept this generous gift of \$75.00 from Ms. Susan Graesserr to the Nurses account (08-01-39). This money was granted to Kennebunkport Public Health dept to assist us with supplies, equipment, training, or any needs we see fit.

Thank you!

Alison Kenneway RN, BSN

Kennebunkport Public Health

Susan E. Graesser
Curtis A. Milton
PO Box 1245
Kennebunkport, ME 04046



2237

52-7450/2112

Date 4.24.22

Pay Kennebunkport Health Dept. \$ 75.00
to the order of

Seventy five and 00/100 Dollars



Kennebunk Savings
104 Main St.
Kennebunk, Me 04043

for Nurses Fund

Jillanne Yarn MP

237

Happy Birthday!

In the memory of my mother
who was a volunteer for the
organization back in the 60's
and in thanks for all you do and
did for my parents before they
passed.

Best wishes

Susan