

TOWN OF KENNEBUNKPORT, MAINE

**Board of Selectmen Agenda
June 23, 2022 @ 6:00 PM
VILLAGE FIRE STATION
32 North Street**

Ways to join this webinar:

**Join by computer or mobile device: <https://us06web.zoom.us/j/86216755647>
or go to **ZOOM** and enter the webinar ID: 862 1675 5647
By phone (US): (929) 205 6099 or (301) 715 8592**

1. Call to Order.
2. Approve the June 9, 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 consent agreement for 133 Arundel Road, owned by Martha and Michael Kelley.
5. Appointment of Climate Action Plan Task Force.
6. Post Office request to move mail drop off.
7. Street opening permit by Dearborn Construction for Old Cape Road.
8. Consider an amendment to Chapter 240 – 7.14 of the Land Use Ordinance regarding Residential Rental Accommodations or “Roomers” permit.
9. Discussion of Summer Schedule.
10. Review of Chowder House Lease
11. Quit Claims on 89 Wildes District Road and 49 Turbats Creek Road
12. Consider Treasurer Disbursement Warrant Policy
13. Consider appointment of Interim Treasurer.
14. Accept \$100.00 from an anonymous donor dedicated to the general nurses’ account

15. Other Business.
16. Approve the June 23, 2022, Treasurer's Warrant.
17. Executive session per (MRSA 1, §405-6E) for consultation with Town attorney to discuss legal rights and duties.
18. Adjournment.

AGENDA ITEM DIVIDER

Town of Kennebunkport
Board of Selectmen Meeting
June 9, 2022
6:00 PM

MINUTES

Selectmen attending: Patrick Briggs, Allen Daggett, Edward Hutchins, Sheila Matthews-Bull, and D. Michael Weston.

Others attending: Yanina Nickless, Werner Gilliam, Christopher Simeoni.

Others attending via Zoom: Tracey O’Roak, Craig Sanford.

1. Call to Order

Selectman Matthews-Bull called the meeting to order at 6:00 PM. She took a roll call of Selectmen present: Allen Daggett, Patrick Briggs, Michael Weston, Edward Hutchins, and Sheila Matthews-Bull.

2. Approve the May 26, 2022, meeting minutes.

Motion by Selectman Hutchins seconded by Selectman Daggett to approve the May 26, 2022, selectmen meeting minutes. **Voted:** 5-0. **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.)

Tim Spang (a resident, voter, and business owner in the Town) addressed the Board about working with the contractors of the Town on the vehicle parking issues. He did emphasize that it was not a new ordinance, but rather an old one that was being reinforced. Tim asked the Police Chief if there were accidents or how in general this came about. Selectmen Hutchins replied that some residents were approaching him for many years and asking to enforce the parking ordinances. Overall, Selectmen can’t just change the ordinances and must comply with them since residents voted to put them in place. Selectmen Briggs also added that nobody was waiting for the first accident to happen, but rather to prevent problems – that was the reason for the ordinance in the first place. He also added that one issue was that the emergency vehicle could not get to the resident’s house because of the parking situation on the street. Selectmen Weston said that he spent a few days driving around the Town and the big concern for him was School Street: children had to go around a vehicle parked on the walkway.

Chief Sanford emphasized that ever since the Board had a conversation about the ordinance, the Police Department noticed a positive change. The Town is also willing to have a conversation and give some time for people to adjust.

A few other residents supported Tim's statement, where Selectmen Hutchins reassured the crowd that the Board is willing to work on the issue.

Michael Kelly approached the Board with a request for a consent agreement from the Board due to a ride-of-way issue on his property. 22 years ago, he got a permit to put up a barn and he did not know there was an additional setback to the ride-of-way. He was trying to sell his property and that was an issue that appeared during the process. Werner Gilliam said he would recommend the consent form if the Board would be interested in looking into the issue.

Motion by Selectman Hutchins, seconded by Selectman Daggett to consider a Consent agreement while imposing legal fees on the house owners. **Voted:** 5-0. Motion passed.

4. Presentation of the Town Report.

Sheila Matthews-Bull, the chair, read the dedication to Bob Denise in the Town Report. Bob Denise thanked the Board.

No action was necessary. No action was taken.

5. Consider a renewal Liquor and Special Amusement Application submitted by the Seaside Hotel Associates LTD Partnership d/b/a Nonantum Resort.

Motion by Selectman Daggett, seconded by Selectman Hutchins to consider a renewal Liquor and Special Amusement Application submitted by the Seaside Hotel Associates LTD Partnership d/b/a Nonantum Resort. **Voted:** 5-0.

Motion passed.

6. Consider a renewal Liquor License Application and new request for extension of license privileges submitted by the Nunan's Lobster Hut, Inc.

Motion by Selectman Daggett, seconded by Selectman Hutchins to consider a renewal Liquor License Application and new request for extension of license privileges submitted by the Nunan's Lobster Hut, Inc. **Voted:** 5-0.

Motion passed.

7. Status update by Stephen Bourque of Vision Government Solutions regarding the sales market analysis.

Becky Nolette, the Tax Assessor, has introduced Steve Borque, the Project Manager with Vision Government Solutions. Steve updated the Board on the status of the ongoing market adjustment. Vision appraisals conducted a full-

field review of the entire Town of Kennebunkport (all residential, commercial, and exempt properties) and completed it in the middle of May. At the end of May, the complete information was presented to the Assessor; while the final analysis is scheduled to be completed by June 18. The notices of new values will be mailed after June 20. Any resident will be able to approach the Assessor or the Vision Government Solutions if they disagree with the assessed value.

Selectmen Weston asked how the company is going to conduct the reviews. Mr. Borque replied that the reviews will be conducted via phone only, where people will be able to request a time slot for a discussion. Selectmen Weston asked to add Zoom as an option for the communication.

No action was necessary. No action was taken.

8. Consider an amendment to Chapter 240 – 7.14 of the Land Use Ordinance regarding Residential Rental Accommodations or “Roomers” permit.

Werner Gilliam, Planning and Development Director, asked the Board to consider this for the November warrant. This has been discussed at the Zoning Board of Appeals meetings: they are the ones who currently review applications for the residential rental accommodations. The proposed amendment is more of an administrative item and this can be handled at the Code Office level without engaging ZBA.

No action was necessary. No action was taken.

9. Approval of the Comprehensive Plan for submission to State Review office. (The document can be found at <https://kennebunkportcp.info/>)

Eli Rubin, Community Planner, updated everyone that the Comprehensive Plan 2030 is complete. Now we are in the process of waiting while the State Review Office does its consistency check. Eli asked for the final approval of the Plan from the Board.

Motion by Selectman Hutchins, seconded by Selectman Daggett to approve the Comprehensive Plan for submission to the State Review Office. **Voted:** 5-0. **Motion passed.**

10. Request for an extension on the existing Street Opening Permit for Colony Avenue by Brex Corporation.

John Martin from the Colony Hotel explained that there are two projects going on Ocean Ave and Colony Ave: Brex Corp and Water District projects. Due to suppliant chain backup, it is challenging to wrap up the projects by

the original deadline. They are asking for an extension so Brex can come back in the fall and continue the project.

Selectmen Weston brought up a concern about parking, where John replied that there was some parking on the side of the street as well as the space at the property owned by the Colony.

Motion by Selectman Hutchins, seconded by Selectman Daggett to extend the existing Street Opening Permit for Colony Avenue by Brex Corporation with an understanding that they will maintain it and take responsibility of the maintenance of the road. **Voted:** 5-0. **Motion passed.**

11. Accept donations dedicated to the nurse's general account:

- a. **\$30.00 from Diane Temple in memory of Carol Chamberlain**
- b. **\$250.00 from Marilyn Harris in memory of Carol Chamberlain**

Motion by Selectman Daggett, seconded by Selectman Hutchins to accept donations dedicated to the nurse's general account. **Voted:** 5-0.
Motion passed.

12. Other Business.

Selectman Matthews-Bull recognized Selectman Patrick Briggs as this was his last meeting and presented a gift to him from the Board. Selectmen Briggs thanked everyone on the Board.

Laurie Smith, Town Manager, reminded everyone that the election is on Tuesday, June 14, and absentee balloting is closed at this point.

13. Approve the June 9, 2022, Treasurer's Warrant.

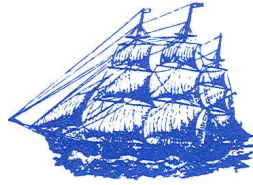
Motion by Selectman Hutchins seconded by Selectman Daggett to approve the June 9, 2022, Treasurer's Warrant. **Voted:** 5-0. **Motion passed.**

14. Adjournment.

Motion by Selectman Briggs seconded by Selectman Hutchins to adjourn. **Voted:** 5-0. **Motion passed.** Meeting adjourned at 7:33 PM.

Submitted by,
Yanina Nickless,
Assistant to the Town Manager

AGENDA ITEM DIVIDER



TOWN OF KENNEBUNKPORT, MAINE

– INCORPORATED 1653 –

Memorandum

To: Board of Selectmen
Fr: Werner Gilliam, CFM Director of Planning and Development
Re: 133 Arundel Rd Detached Garage Setback Violation
Dt: June 20, 2022

It was brought to my attention that a detached garage located at 133 Arundel Road appears to violate zoning setbacks, that specifically was permitted on May 25th 2000. I have reviewed the file along with other documentation and offer up the following observations.

- Single Family Home was built in 1920, substantial renovation 1993.
- Building Permit issued 2000 (00-143) for 24x32 detached garage. Plot plan for permit does not indicate location of unnamed ROW. Survey and deed in file presumedly supplied as exhibits related to 1993 building permit show presence of ROW. Recent mortgage inspection dated 6-1-2022 indicates garage built within setback of unnamed private ROW.

Based on the information that I have reviewed I do not believe that the detached garage setback violation was performed knowingly or intentionally. I do not have any concerns with the garage addition remaining in its current location and do not feel that it would benefit the town or its residents by having this setback issue corrected. I have no objections with the Board of Selectmen authorizing the Town attorney to proceed with the stipulated judgement as presented.

STATE OF MAINE.
COUNTY OF YORK

District Court
Location: Biddeford
Civil Action
Docket No. _____

**THE INHABITANTS OF THE TOWN OF
KENNEBUNKPORT,**

A Municipal Corporation Organized Under the
Laws of the State of Maine,

**LAND USE CITATION AND
COMPLAINT**

Pursuant to M.R.Civ.P. 80K

Plaintiff

v.

Martha A. Kelley and Michael W. Kelley

Defendants

NOW COMES the Plaintiff; the Town of Kennebunkport and makes the following complaint against the Defendants Martha A. Kelley and Michael W. Kelley, pursuant to Rule 80K of the Maine Rules of Civil Procedure:

1. LOCATION OF VIOLATION:

133 Arundel Road
Kennebunkport, Maine
Tax Map 13, Block 6, Lot 1

1A. NAME AND ADDRESS OF DEFENDANT:

Martha A. Kelley and Michael W. Kelley
133 Arundel Road
Kennebunkport ME 040465

1B. RECORD OWNER:

Martha A Kelley and Michael W Kelley by virtue of a deed from Martha Hobson Kelley dated June 5th 2000 and recorded in the York County Registry of Deeds in Book 10050 Page 325.

2. HISTORY OF VIOLATION:

The detached garage was built following the issuance of a building permit on May 25th 2000. It is in violation of a front setback requirement of 20'. As part of a pending real estate transaction a mortgage inspection performed on behalf of the buyers of the property done by Livingston Hughes dated June 1st 2022 discovered that the garage is approx. .5 feet from the boundary of an unnamed 50' Right of Way vs the required 20'. A review of the file indicated that the location of the

private Right of Way was inadvertently left off of the permit application. A copy of a boundary survey showing the Right of Way was discovered within the property file.

Upon information and belief, at the time the garage was constructed in 2000, a building permit had been obtained from and an inspection performed by the Plaintiff's then code enforcement officer. It was not apparent at that time that the garage encroached upon the applicable 20-foot front setback requirement. Defendants endeavored during construction of the garage to comply with applicable setback requirements. A review of the file indicates that the location of the private Right of Way was inadvertently left off of the 2000 permit application. The Defendants believe that their builder assumed the applicable setback was to be measured from the edge of the garage to the outer edge of the travelled way, rather than to the inner edge of the Right of Way. This in turn resulted in the apparent encroachment. The violation was inadvertent.

There has been no willful, premeditated act of bad faith or gross negligence on the part of the current owners. The violation does not pose any significant health, safety or welfare problems.

The detached garage is currently approximately 0.5 feet from the inner edge of the Private Right of Way, rather than the required 20 feet. The garage respects all other applicable setbacks.

The mislocated structure would not be substantially different from or greater than the impact and effects of a structure which conforms to the applicable setback requirements. A copy of the original Building Permit is attached as Exhibit A and the location of the property with respect to the referenced setback is included as Exhibit B.

3. DESCRIPTION OF VIOLATION/SUMMARY OF LAW VIOLATED:

Violation of Article 4, Section 240-4.12, Zone Regulations of the Kennebunkport Land Use Ordinance. The Defendant's property contains a single family dwelling and detached garage and is located within the Farm and Forest Zone.

Section 240-4.12 of the Ordinance requires a 20-foot front setback. A copy of the Kennebunkport Code is attached hereto as Exhibit C.

4. PENALTIES FOR VIOLATION:

Penalties are as governed by 30-A M.R.S.A. §4452.

5. DATE OF COURT APPEARANCE:

2022 at _____

a.m/p.m. at
the
Biddeford

NOTE: IF YOU DO NOT APPEAR, IN COURT ON THE DATE SPECIFIED ABOVE, A JUDGMENT BY DEFAULT MAY BE RENDERED AGAINST YOU.

6. NAME OF COMPLAINANT/TITLE:

Werner Gilliam Code Enforcement Officer, Town of Kennebunkport.

7. SIGNATURE OF COMPLAINANT:

Dated _____ **2022** _____

Werner Gilliam, Code Enforcement Officer

POST IN VISIBLE LOCATION ON PROPERTY BEFORE STARTING ANY WORK

PERMIT NO. 00-143 TOWN OF KENNEBUNKPORT

BUILDING PERMIT

This is to certify that MIKE KELLEY
has permission to Build A 24'x32' Garage as per plan and Application

Street 133 Acordel Rd Zone EE MAP 13 BLOCK 6 LOT 18

All work done under this permit shall comply with all Federal, State and local laws, ordinances or other restrictions. No work shall commence until all required permits and approvals are on file at the Town Office. No change(s) from the building application shall be made without prior written approval of the Code Enforcement Officer.

Any permit issued shall become invalid if the authorized work is not commenced within six (6) months after issuance of the permit, or if the authorized work is suspended or abandoned for a period of six (6) months after the time of commencing the work under section 112.2 of the B.O.C.A. Code, and work must be substantially completed within two (2) years of the date on which the permit was granted, under section 11.7A of the Kennebunkport Land Use Ordinance.

THOMAS S. STEWART
Town of Kennebunkport - Code Enforcement Officer

Date Issued 5-25-2022

CERTIFICATE OF USE AND OCCUPANCY REQUIRED

Foundation First Inspection	Chimney	Framing Second Inspection	Occupancy Final Inspection
Date	Date	Date	Date
C.E.O. _____	C.E.O./Fire Adm. _____	C.E.O. _____	C.E.O. _____

DO NOT REMOVE UNTIL WORK IS COMPLETED

Exhibit B

THIS IS NOT A BOUNDARY SURVEY

This copyrighted document expires 09-01-22. Reproduction and/or dissemination after this date is unauthorized.

MORTGAGE INSPECTION OF: DEED BOOK 10050 PAGE 325 COUNTY York
 DEED BOOK 7407 PAGE 244
 PLAN BOOK 213 PAGE 36 LOT ---

ADDRESS: 133 Arundel Road, Kennebunkport, Maine

Job Number: 1168-36

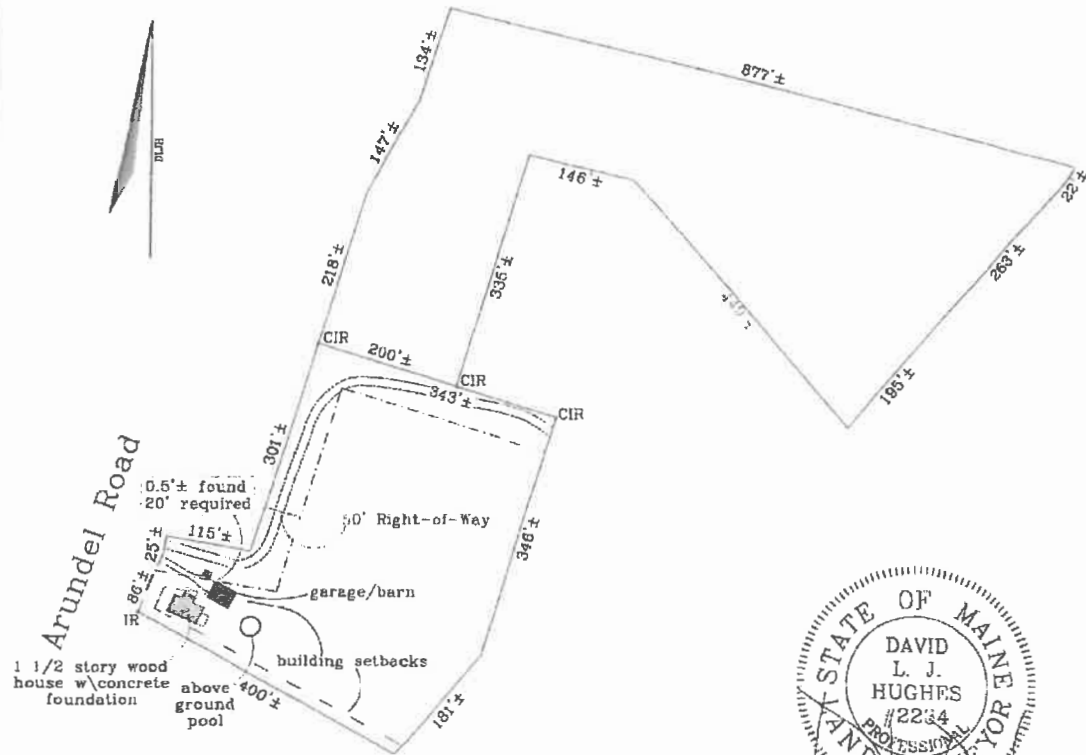
Inspection Date: 06-01-22

Scale: 1" = 200'

Client File #: 2022-549

Buyers: Trevor L. Dakers & Lindsay Dakers

Sellers: Martha A. Kelley & Michael W. Kelley



I HEREBY CERTIFY TO: Bay Area Title Services, Inc., University Credit Union and its title insurer.
 Monuments found did not conflict with the deed description.
 The dwelling setbacks do ~~not~~ violate town zoning requirements.
 As delineated on the Federal Emergency Management Agency Community Panel 230170 0004B:
 The structure does not fall within the special flood hazard zone.
 The land does not fall within the special flood hazard zone.
 A wetlands study has not been performed.

APPARENT EASEMENTS AND RIGHTS OF WAY ARE SHOWN. OTHER ENCUMBRANCES, RECORDED OR NOT, MAY EXIST. THIS SKETCH WILL NOT REVEAL ABUTTING DEED CONFLICTS, IF ANY.

Livingston-Hughes
 Professional Land Surveyors
 88 Guinea Road
 Kennebunkport, Maine 04046
 207-967-9761 phone 207-967-4831 fax
 www.livingstonhughes.com

THIS SKETCH IS FOR MORTGAGE PURPOSES ONLY

Exhibit C

	Minimum Lot Area ¹ (square	Minimum Lot Width (feet)	Maximum Lot Coverage	Minimum Net Residential Area per Dwelling Unit	Minimum Setbacks			Coastal Wetland Setback	Minimum Open Space	Maximum Building Height
					Front (feet)	Side (feet)	Rear (feet)			
§ 240-4.7 Cape Arundel Zone										
Single-family dwelling (1 per lot) or other use § 240-4.16	40,000	100	20%	40,000	20	15	15		20%	35
Two-family dwelling	40,000	100	20%	20,000	40	20	20		20%	35
§ 240-4.8 Goose Rocks Zone										
Single-family dwelling (1 per lot) or other use § 240-4.16	40,000	100	20%	40,000	20	15	15		20%	30
Two-family dwelling	40,000	100	20%	20,000	40	20	20		20%	30
§ 240-4.9 Cape Porpoise East and Cape Porpoise West Zones										
Single-family dwelling (1 per lot) or other use § 240-4.16	20,000	100	20%	20,000	20	15	15		20%	30
Two-family dwelling	30,000	100	20%	15,000	40	20	20		20%	30
§ 240-4.10 Cape Porpoise Square Zone										
Single-family dwelling (1 per lot) or other use § 240-4.16	20,000	100	20%	20,000	20	15	15		20%	30
Two-family dwelling	20,000	100	20%	10,000	40	20	20		20%	30
Multiplex	60,000	150	20%	20,000	25	50	50		20%	30
§ 240-4.11 Free Enterprise Zone										
Single-family dwelling (1 per lot) or other use § 240-4.16	40,000	100	20%	40,000	20	15	15		20%	35
Two-family dwelling	40,000	100	20%	20,000	40	20	20		20%	35
§ 240-4.12 Farm and Forest Zone										
Single-family dwelling (1 per lot) or other use § 240-4.16	3 acres/ 130,680 square feet	200	10%	130,680	20	15	15		20%	35
Two-family dwelling	3 acres/ 130,680 square feet	100	20%	65,340	40	20	20		20%	35

Property Location 133 ARUNDEL ROAD
 Vision ID 932 Account # 932

Map ID 13/ 6/ 1/ /
 Bldg # 1

Property Status: A
 Sec # 1 of 1 Card # 1 of 1

State Use 1010
 Print Date 6/24/2021 5:15:16 PM

CURRENT OWNER				TOPO	SEWER/WATER	STRT/ROAD	ZONE(S)		CURRENT ASSESSMENT					
KELLEY, MARTHA A & MICHAEL W 133 ARUNDEL ROAD KENNEBUNKPORT ME 04046				1	Level	Se Septic/Privat	1	Paved	FF	Farm Forest	Description RESIDENTL RES LAND	Code 1010 1010	Appraised 142,000 94,100	Assessed 142,000 94,100
										201				
				SUPPLEMENTAL DATA										
				Trio Acct 735		House Col								
				CURRNT 1ST YEA FMP EX										
				GIS ID 932		Assoc Pid#								
								Total		236,100		236,100		

4512
 KENNEBUNKPORT,
 ME

 VISION - 2021

RECORD OF OWNERSHIP							BOOK/PAGE	SALE DATE	Q/U	V/I	SALE PRICE	VC	PREVIOUS ASSESSMENTS (HISTORY)									
KELLEY, MARTHA A & MICHAEL W							10050	0325	06-05-2000	U	V	0	1A	Year	Code	Assessed	Year	Code	Assessed	Year	Code	Assessed
KELLEY MARTHA HOBSON							06599	0206	06-24-1993	U		0		2021	1010	142,000	2020	1010	142,000	2019	1010	133,900
														1010	94,100		1010	94,100		1010	8,100	
														Total	236,100	Total	236,100	Total	236,100	Total	236,100	

EXEMPTIONS				OTHER ASSESSMENTS			
Year	Code	Description	Amount	Code	Description	Number	Amount
2009	HM	HOMESTEAD	21000.00				
Total			21,000.00				
ASSESSING NEIGHBORHOOD				(Former) PARCEL ADDRESS			
Nbhd		Nbhd Name					
0001							

This signature acknowledges a visit by a Data Collector or Assessor

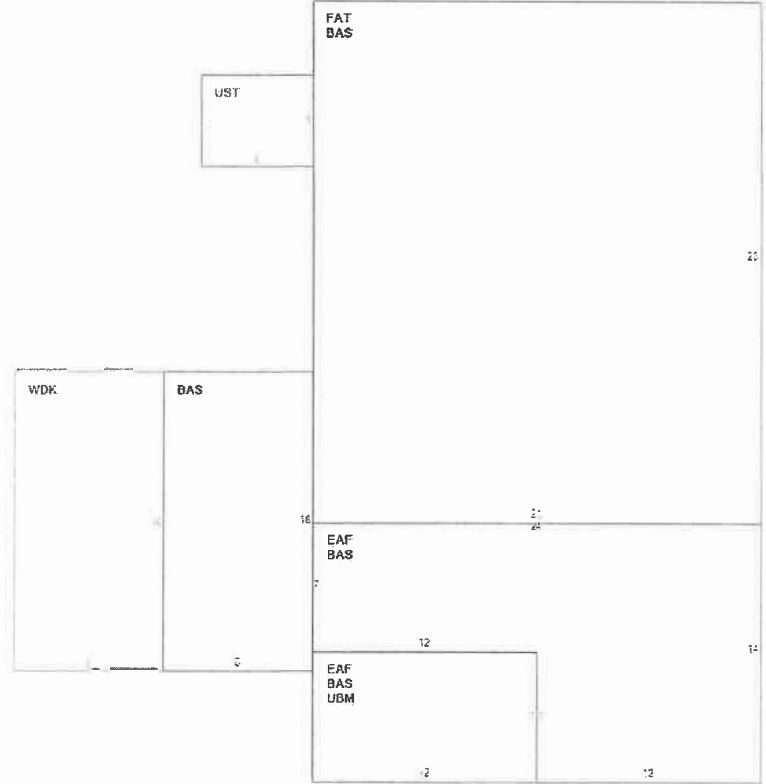
APPRAISED VALUE SUMMARY	
Appraised Bldg. Value (Card)	130,800
Appraised Xf (B) Value (Bldg)	3,100
Appraised Ob (B) Value (Bldg)	8,100
Total Appraised Improvements	142,000
Appraised Land Value (Bldg)	94,100
Special Land Value	0
Total Appraised Parcel Value	236,100
Exemption	21,000.00
Valuation Method	C
NET PARCEL VALUE	215,100

NOTES
 GRAY IA NEW SIDING
 WINDOWS, ROOF 2 MON HEATER
 OB1 8X8=EST FENCE IN PC
 8X16 BAS/O 3/5/98 RH

BUILDING PERMIT RECORD										VISIT / CHANGE HISTORY			
Permit Id	Issue Date	Type	Description	Project Cost	% Comp	Date Comp	Comments			Date	Id	Permit #	Purpost/Result
00-143	05-25-2000	NC	New Construct	10,664			24X32 GARAGE			11-12-2008	PM		Measur+Listed
										05-31-2008	PM		Measur+2Visit - Info Card I
										05-31-2008	PM		Measur+1Visit
										06-13-2001	DH		Measur+Listed
										06-13-1997	AB		Measur+Listed
										05-15-1997	LB		Measu/LtrSnt Letter Sent
										02-06-1997	JD		Measur+1Visit

LAND LINE VALUATION SECTION															
B	Use Code	Description	Zone	Land Type	Land Units	Unit Price	Size Adj	Site Index	Cond.	Nbhd.	Nbhd. Adj	Notes	Location Adjustment	Adj Unit P	Land Value
1	1010	Single Family	FF		130,680	SF 0.78	1.15000	5	1.00	100	0.800			0.72	94,100
1	1010	Single Family	FF		1.060	AC 0	1.15000	5	1.00	100	0.800			0	0
Parcel Total Land Area					4	AC									Total Land Value
														94,100	

CONSTRUCTION DETAIL			CONSTRUCTION DETAIL (CONTINUED)		
Element	Cd	Description	Element	Cd	Description
Style:	06	Conventional			
Model	01	Residential			
Grade:	03	Average			
Stories:	1.5				
Occupancy	1				
Exterior Wall 1	25	Vinyl Siding			
Exterior Wall 2					
Roof Structure	03	Gable/Hip			
Roof Cover	03	Asph/F Gls/Cmp			
Interior Wall 1	05	Drywall/Sheet			
Interior Wall 2	03	Plastered			
Interior Flr 1	12	Hardwood			
Interior Flr 2	14	Carpet			
Heat Fuel	02	Oil			
Heat Type:	03	Hot Air-no Duc			
AC Type:	01	None			
Total Bedroom	03	3 Bedrooms			
Total Bthrms:	1				
Total Half Bath	0				
Total Xtra Fixtr					
Total Rooms:	7				
Bath Style:	02	Average			
Kitchen Style:	02	Average			
Solar Panels					
			CONDO DATA		
			Parcel Id	C	Owne 0.0
				B	S
			Adjust Type	Code	Description
			Condo Flr		
			Condo Unit		
			COST / MARKET VALUATION		
			Building Value New		174,401
			Year Built		1920
			Effective Year Built		1984
			Depreciation Code		A
			Remodel Rating		
			Year Remodeled		
			Depreciation %		25
			Functional Obsol		0
			External Obsol		0
			Trend Factor		1
			Condition		
			Condition %		
			Percent Good		75
			Cns Sect Rcnld		130,800
			Dep % Ovr		
			Dep Ovr Comment		
			Misc Imp Ovr		
			Misc Imp Ovr Comment		
			Cost to Cure Ovr		
			Cost to Cure Ovr Comment		



OB - OUTBUILDING & YARD ITEMS(L) / XF - BUILDING EXTRA FEATURES(B)								
Code	Description	COMMENT	L/B	Units	Unit Price	Yr Blt	% Gd	Appr. Value
SHD1	SHED FRAME		L	64	10.08	1998	25	200
FGR1	GARAGE-AVE		L	768	20.62	2001	50	7,900
WHL	WHIRLPOOL		B	1	5000.00	1970	61	3,100

BUILDING SUB-AREA SUMMARY SECTION						
Code	Description	LIVING Area	Floor Area	Eff Area	Unit Cost	Undeprec Value
BAS	First Floor	1,136	1,136	1,136	109.96	124,918
EAF	Attic, Expansion, Finished	168	336	168	54.98	18,474
FAT	Attic, Finished	235	672	235	38.45	25,841
UBM	Basement, Unfinished	0	84	17	22.25	1,869
UST	Utility, Storage, Unfinished	0	30	11	40.32	1,210
WDK	Deck, Wood	0	128	19	16.32	2,089
Ttl Gross Liv / Lease Area		1,539	2,386	1,586		174,401



TOWN OF KENNEBUNKPORT

BUILDING OR USE PERMIT APPLICATION

(P-1)
\$230.40

ZONE R+F MAP 13 BLOCK 6 LOT 1

1. PROPERTY OWNER
Mike Kelley

2. PHONE Home 967-5573 Work _____

3. PROPERTY ADDRESS
133 Arundel Rd, Kennebunkport 04046

8. NEW CONSTRUCTION
Provide detailed plans of new structures & plot plan.

4. OWNERS ADDRESS
Same

9. LOT OF RECORD YEAR _____

5. CONTRACTOR
Maine-wide Constr.

6. PHONE
1-800-452-7940

10. CONTIGUOUS LOTS LOT NO (S) _____

7. CONTRACTOR'S ADDRESS
POB 2106, Augusta 04338-2106

11. HISTORICAL BUILDING? YEAR _____

12. PROPOSED USE
Residential

13. COST
10,664

14. SPECIAL ZONES
SHORELAND _____
WETLANDS _____
FLOOD ZONE _____
CRITICAL EDGE _____
SAND DUNE _____

15. PROJECT DESCRIPTION
24x32 (768 sq) Garage

16. NUMBER OF STORIES
PRESENT _____
PROPOSED 1

17. HEIGHT OF BUILDING
PRESENT _____
PROPOSED 15' 4"

18. NUMBER OF BATHROOMS
PRESENT _____
PROPOSED 0

19. NUMBER OF BEDROOMS
PRESENT _____
PROPOSED 0

20. PRESENT SEPTIC SYSTEM APPROVED FOR
N/A BEDROOMS

21. USE:
YEAR-ROUND USE
SEASONAL USE _____

PERMIT NO. _____ FOR OFFICE USE ONLY
DATE ISSUED: _____ FEE AMOUNT _____
APPROVED BY _____

00-143
5-25-2000

\$230.40
BRIAN STRAW

22. TYPE OF WATER SUPPLY:
 PRIVATE
 PUBLIC
 Water District Sup. _____

23. TYPE OF SEWAGE SUPPLY:
 PRIVATE
 PUBLIC
 Sewer Dept. Sup. _____

24. CURB CUT - Need Highway Superintendent (967-5728) AND Police Chief (967-2700) APPROVAL below.
 N/A
 Highway Superintendent _____ Date _____ Police Chief _____ Date _____

ADDITIONAL PERMITS, APPROVALS AND INSPECTIONS REQUIRED

Plumbing	Wetlands	D.E.P.	Pool
Septic/HHE200	Planning Board	E.P.A.	Well
Septic Variance	Zoning Board	Flood	Fill
Shoreland	Selectmen	Road	Sign
Army Corp	Fire Admin.	Culvert	Other

PROPERTY INFORMATION

25. FRONTAGE _____ feet
 Non-Conforming

26. MORE THAN ONE USE EXISTING ON THE PROPERTY, ACCESSORY USE:
 Non-Conforming

27. SETBACKS
 86' 50' + Non-Conforming 500' +
 FRONT SIDE REAR

28. HOW MANY DWELLING UNITS ARE PRESENTLY EXISTING ON THE LOT
 One

29. LOT SIZE (sq. ft or acres)
 Non-Conforming

30. TOTAL SQ. FT OF ALL BUILDINGS
 PRESENT
 PROPOSED 768

31. LOT COVERAGE (percent)
 PRESENT
 PROPOSED
 ZONE %

32. NUMBER OF OFF STREET PARKING SPACES:
 PRESENT
 PROPOSED

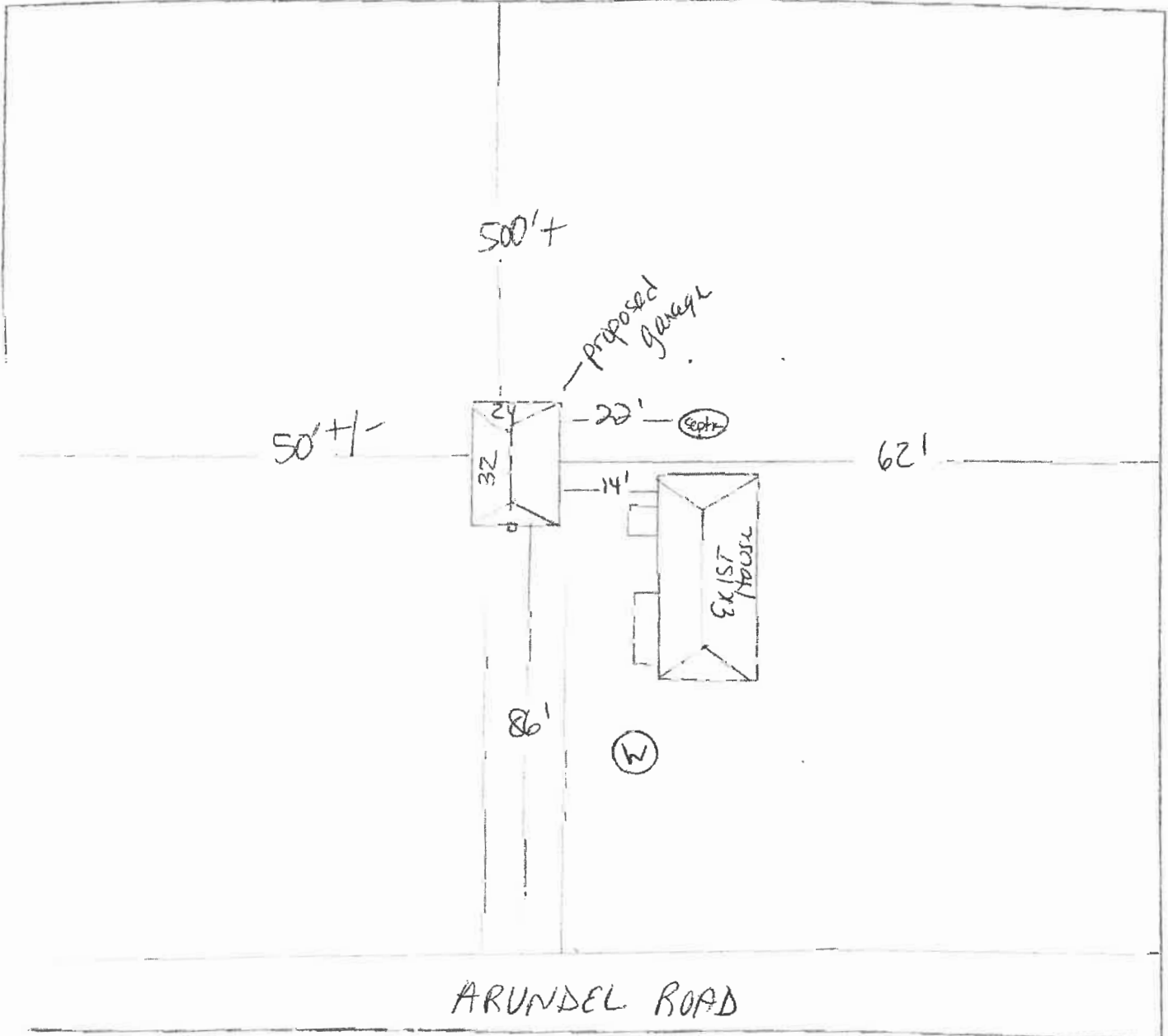
33. BUILDING PERMITS DO NOT INCLUDE PLUMBING, SEPTIC OR COMMERCIAL ELECTRICAL WORK. BUILDING PERMITS ARE VALID FOR ONE (1) YEAR. ANY FALSE INFORMATION MAY INVALIDATE A BUILDING PERMIT AND STOP ALL WORK. SIGNING AUTHORIZES INSPECTIONS NECESSARY TO ISSUE PERMIT AND INSURE COMPLIANCE WITH REGULATIONS.

M. K. [Signature] - [Signature] Const.
 APPLICANT DATE 5-23-00

BY SIGNING THIS APPLICATION, THE APPLICANT AGREES TO NOTIFY THE BUILDING INSPECTOR FOR THE FOLLOWING INSPECTIONS:

1. Foundation inspection before any backfilling;
2. Rough in plumbing, framing and wiring before insulation and wall covering is installed;
- and 3. An occupancy permit **MUST** be obtained before occupancy of any new structure.

PLOT PLAN PLEASE INCLUDE ALL SETBACK DISTANCES FROM PROPERTY BOUNDARIES, ROADS, STREETS AND RIGHT OF WAYS; ALL WETLANDS AND WATERBODIES; ANY EXISTING WELLS AND SEPTIC SYSTEMS. INCLUDE SHORELAND SETBACK OR FLOOD ELEVATIONS IF APPLICABLE. SHOW ALL PROPOSED DECKS AND PORCHES.



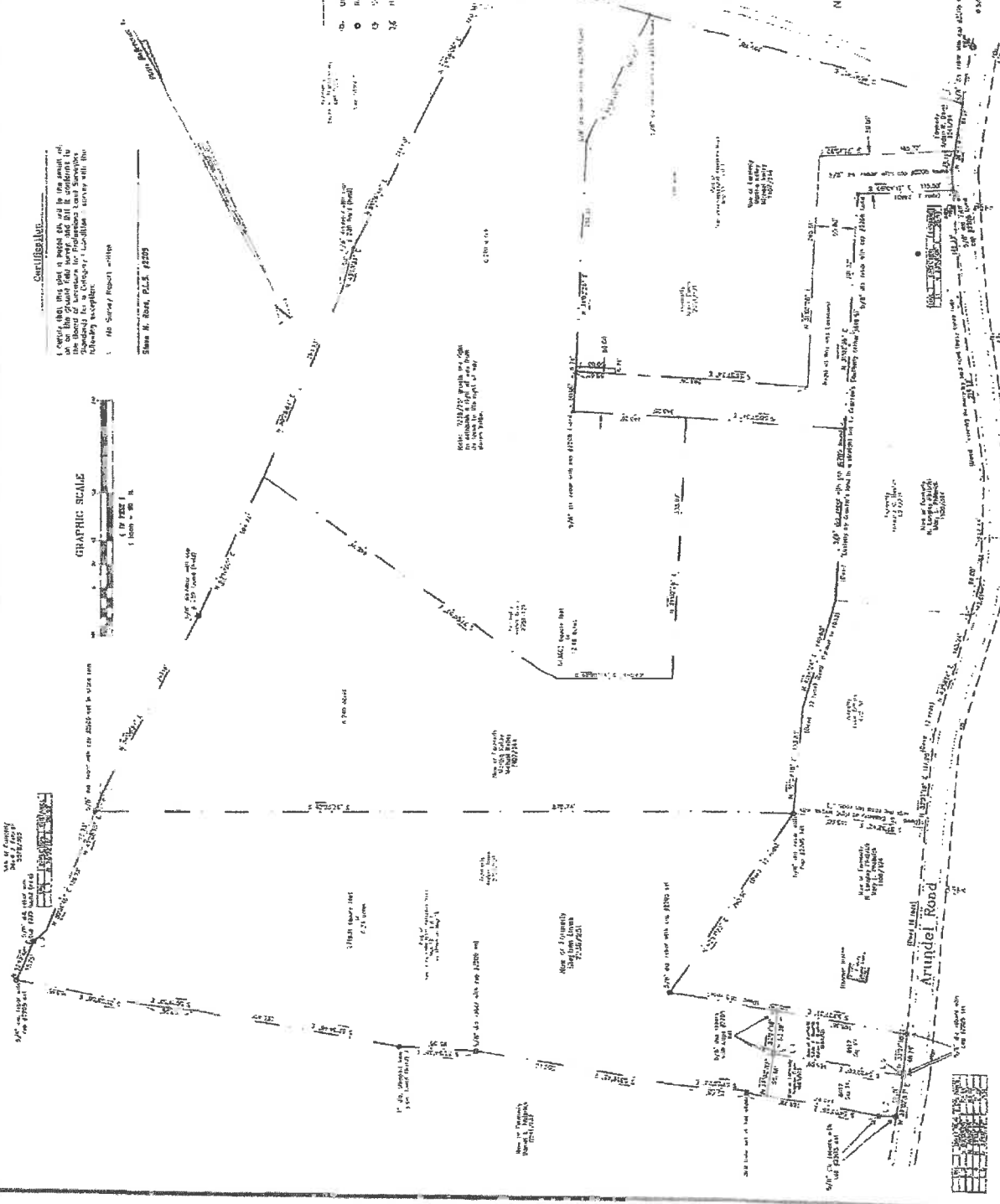
Area Interferences

1. First Survey of Standard Boundary Survey, Book 100, Page 100, 1988. This survey was recorded in the Kennebec County Registry on July 20, 1988. The survey shows a boundary line between the land of the State of Maine and the land of the Kennebec County Registry.
2. Standard Boundary Survey Land on Arundel Road, Kennebec County, Maine, recorded in the Kennebec County Registry on July 20, 1988. This survey shows a boundary line between the land of the State of Maine and the land of the Kennebec County Registry.

Comments

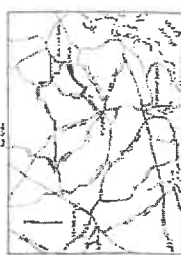
1. The Survey Report states that the survey was conducted in accordance with the provisions of the Maine Boundary Survey Act, Chapter 10, Title 25, Section 101. The survey was conducted by a licensed surveyor and the results are shown on this plan.

GRAPHIC SCALE



LEGEND

- Code of present, past
- Shaded area
- Edge of right of way
- Boundary line of lots
- Apparent station, Arundel Road
- Boundaries of sections and neighbors
- Edge of ground lot
- Area Book / Page reference



Note: This plan has not been checked against the deeds.

Standard Boundary Survey
Land on Arundel Road
Kennebunkport, Maine
Steve Davis

Ross Boundary Surveys

Job No.	133-2500
Scale	1" = 40'
Date	July 20, 1988
Surveyor	Steve Davis
Book	100
Page	100

AGENDA ITEM DIVIDER

**TOWN OF KENNEBUNKPORT, MAINE****Memorandum**

To: Laurie Smith, Town Manager
Fr: Eli Rubin, Community Planner
Re: Appointment of Ad Hoc Task Force for Climate Action Plan
Dt: 6/16/2022
CC: Werner Gilliam, Director of Planning and Development

Background

The town of Kennebunkport is developing a Climate Action Plan (CAP) to develop specific activities that reduce carbon emissions and vulnerabilities due to climate change. The Plan will be developed through a community participatory process over a 16-month period starting in July 2022. To organize the development of the plan, Kennebunkport will establish a task force of 5-7 community members and staff. For operational and technical support, the town has helped form a cohort with three neighboring communities and will be hiring a professional consultant to facilitate public events and communications for each town. The funding for the multitown planning process comes from:

- \$100,000 grant – Governor's Office of Innovation and the Future
- \$10,000 grant – Department of Agriculture, Conservation and Forestry
- \$25,185 per community (Kennebunkport, Kennebunk, Kittery, and Biddeford)

Purpose and Role of the Community Task Force:

- Serve as the community lead for the process and act as the point of contact
- Pool input, resources, and engagement from throughout the community
- Enable robust community engagement
- Garner community support for the CAP process and final plan
- Develop goals for each sector of the Climate Action plan
- Provide guidance and oversight on the planning process

Appointment

Five applications were received to serve on the task force:

- Jen Armstrong
- Jon Dykstra
- Jamie Houtz
- Pam Morgan



TOWN OF KENNEBUNKPORT, MAINE

- Jono Anzalone

Since Jon Dykstra is now a Selectboard member, the staff recommends the appointment of the remaining four community members. In addition, up to two select board members can be appointed. The task force will be staffed by Eli Rubin, Community Planner, and Yanina Nickless, Assistant to the Town Manager.



Kennebunkport

M A I N E

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Submission information

Form: [Online Application for Boards/Committees](#) [1]
Submitted by Anonymous (not verified)
June 8, 2022 - 5:26pm
2600:387:5:803::2a

Choose from the following:

Climate Action Plan Task Force

Please provide the following information:

Full Name

Jennifer K Armstrong

Email

jenjakdesigns@gmail.com

Residential Address

7 Briggs Way, Kennebunkport, ME, 04046

Residential Phone

330-689-6849

Business Address

25 Dock Square

Business Phone

207-204-0396

Mailing Address (if different)

PO BOX 1270, Kennebunkport, ME, 04046

Are you registered to vote in Kennebunkport?

Yes

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

I am a Kennebunkport business owner and resident, and have been involved in grassroots environmental organizations for many years. Most recently, The Planeteers of Southern Maine (2016-present) and Sierra Club Maine Legislative Team (2021-2022).

The past few years, I have devoted a great deal of my volunteer-time working on passing environmental legislation at the state level.

My work with the Planeteers of Southern Maine, a local grassroots environmental action group, has included organizing educational community outreach projects such as Planet Talks focusing on the harmfulness of PFAS, the importance of native plants, carbon emissions and sequestration, strategizing sea-level rise, marine debris, and Maine's Climate Action Plan: Maine Won't Wait. Other community organizing efforts that I have been involved in include beach clean-ups, an annual (pre-pandemic) community wide Earth Day event (first held at the Waterhouse Center in Kennebunk, and then partnering with the Wells Reserve), as well as team leading our monthly beach erosion profiling sessions. I have held the role of treasurer of the Planeteers since 2018. My work with the Sierra Club Maine's Legislative Team has included providing written and oral testimony in Augusta, contacting and discussing local environmental issues with our district's state representatives, as well as compiling a weekly environmental legislative action email that was shared with our local community. I served on the Kennebunk Energy Efficiency Committee (2017-2018), as well as the Kennebunk Composting Workgroup (2019-2020). I am also a member of the Kennebunkport Business Association (JAK DESIGNS 2017-present). While on the Energy Efficiency Committee, I worked on projects such as a no-idling policy, LED streetlight conversion, and beginning discussion of signing on to Global Covenant of Mayor's for Climate and Energy in Kennebunk (to implement a town-wide energy audit).

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

I have been a small business owner and operator since 1997. I am skilled at working with others and actively collaborating to accomplish a common goal. For additional skills and experience, please refer to my answer of the previous question.

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

I am pleased to see Kennebunkport taking proactive action on navigating and mitigating the cause and effects of Climate Change on our community and our neighbors. I would like to serve on this task force to play a vital role in assisting our community in developing a Climate Action Plan to benefit not only the citizens of our town today, but for generations to come.

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

1. Climate Action Plan Task Force

Source URL: <https://www.kennebunkportme.gov/node/2661/submission/16426>

Links

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



Kennebunkport

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Submission information

Form: [Online Application for Boards/Committees](#) [1]
Submitted by Anonymous (not verified)
May 27, 2022 - 3:22pm
2603:7080:f00:8808:9f1:d8d0:38b8:cf4a

Choose from the following:

Climate Action Plan Task Force

Please provide the following information:

Full Name

Jon Dykstra

Email

dykstra.jon@gmail.com

Residential Address

17A Grove Street

Residential Phone

2074232150

Business Address

Business Phone

Mailing Address (if different)

Are you registered to vote in Kennebunkport?

Yes

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

Town Budget Board - last three years
Solid Waste/Recycling Committee - 2019-current
Kennebunkport Conservation Trust - 2018-current
Cape Porpoise Atlantic Hall Board - 2020-current

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

I have a background in geology and oceanography.

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

We are facing an existential threat from rising sea level. Our beach communities, Dock Square, and infrastructure along our tidal rivers are all under the gun over the next 50 years. We need to plan and get in front of State and Federal Agencies to insure our place with the funding stream.

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

CAP

Source URL: <https://www.kennebunkportme.gov/node/2661/submission/16241>

Links

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



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Submission information

Form: [Online Application for Boards/Committees](#) [1]
Submitted by Anonymous (not verified)
June 2, 2022 - 8:57am
45.46.12.237

Choose from the following:

Climate Action Plan Task Force

Please provide the following information:

Full Name

Jamie Houtz

Email

hjhoutz@gmail.com

Residential Address

364 Mills Rd.

Residential Phone

2072519354

Business Address

Business Phone

Mailing Address (if different)

Are you registered to vote in Kennebunkport?

Yes

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

RSU 21 board/chair-2000-2006

GRP 2006-2011?

KPFD 1988-current

K-River Harbormaster 2021-current

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

no

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

Community long range planning

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

Climate Action Plan

Source URL: <https://www.kennebunkportme.gov/node/2661/submission/16321>

Links

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



Kennebunkport

MAINE

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

Submission information

Form: [Online Application for Boards/Committees](#) [1]
 Submitted by Anonymous (not verified)
 June 1, 2022 - 11:06am
 74.75.229.24

Choose from the following:

Climate Action Plan Task Force

Please provide the following information:

Full Name

Pam Morgan

Email

pmtr@me.com

Residential Address

52 High Tide Rd Kennebunkport

Residential Phone

207-284-9139

Business Address

UNE, 11 Hills Beach Rd. Biddeford, ME

Business Phone

207-602-2227

Mailing Address (if different)

Are you registered to vote in Kennebunkport?

Yes

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

Board of Directors, Kennebunkport Conservation Trust, 2012-present

Board of Directors, The Climate Initiative, 2020-present

Board of Directors, Gulf of Maine Institute, 2018-present

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

I teach in the Environmental Studies Program at UNE and so have good working knowledge of climate change causes and consequences, as well as mitigation and adaptation strategies. I have participated in several workshops in recent years about climate resilience for Maine communities, climate communication, and nature-based solutions to coastal erosion. I also teach the Gulf of Maine Field Studies course with KHS high school teacher Melissa Luetje - this class focuses on engaging student in climate change solutions for the local community.

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

I have knowledge and experience that I can contribute to this project (see above). I think I am a good communicator and can work well with others, which will be important for people serving on this task force. Kennebunkport (and other coastal Maine communities) is facing a great challenge with the coming impacts of climate change, and I would like to help engage community members in preparing for this. I can also be a connection to local youth at UNE and KHS if that would be helpful. I am actually very passionate about engaging youth in climate change solutions!

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

Source URL: <https://www.kennebunkportme.gov/node/2661/submission/16301>

Links

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



Kennebunkport

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

Submission information

Form: [Online Application for Boards/Committees](#) [1]
Submitted by Anonymous (not verified)
June 3, 2022 - 10:58am
2603:7080:d3d:366c:8524:d270:edb9:e9f8

Choose from the following:
Climate Action Plan Task Force

Please provide the following information:

Full Name

Jono Anzalone

Email

jono@theclimateinitiative.org

Residential Address

191 Mills Rd, Kennebunkport ME

Residential Phone

4028714070

Business Address

PO Box 7004, Cape Porpoise, Maine

Business Phone

Mailing Address (if different)

Are you registered to vote in Kennebunkport?
Yes

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

Rotary - April 2021 - Present
Over 23+ in community activity prior to moving to Maine in 2020

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

I volunteered and worked for the Red Cross for more than 23 years, to include oversight of our climate programming. I also serve as the executive director of the climate initiative, a nonpartisan organization that empowers youth for climate action. We started here in Kennebunkport and have scaled programming nationally.

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

I would be honored to serve on the committee to further the community conversation and collective vision on climate action in Kennebunkport.

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

Climate Action Plan Task Force

Source URL: <https://www.kennebunkportme.gov/node/2661/submission/16361>

Links

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

AGENDA ITEM DIVIDER

The Post Office has requested a new location for the mail dropbox on North Street, to improve safety at the exit to the Post Office parking lot.



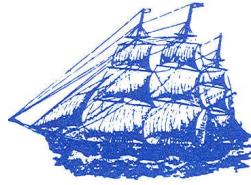
North Street at corner of Temple Street



Location of New Mail Dropbox



AGENDA ITEM DIVIDER



TOWN OF KENNEBUNKPORT, MAINE

MEMORANDUM

To: Laurie Smith

Fr: Chris Simeoni, Director of Public Works

Dt: June 17th, 2022

Re: Agenda item for June 23rd Selectmen's meeting- Request for Street Opening Permit by Dearborn Construction for a vacant lot, Lot 22-9-13A, on Old Cape Road

On June 16th, pursuant to a notification made by the Public Works Department to abutters for the upcoming Old Cape Road reconstruction, the Public Works Department received a request from Dearborn Construction for a street opening permit. The street opening request was for a vacant lot, Lot 22-9-13A, on Old Cape Road. Dearborn Construction is currently contracted to complete the water service tie in for a future construction. The extent of the work is to cut a 7' wide section of pavement in the roadway to access the water line on the other side of the road to bring a stub onto the lot for a future build.

Dearborn Construction is requesting to perform this work as soon as possible. They have submitted a bond in the amount of \$2000.00 as required by ordinance. (Please see attached documents.) After properly backfilling and compacting, Dearborn Construction will be required to repair the pavement cut by adding two 2" lifts of base asphalt material. Old Cape Road is currently in the paving plan for this coming fiscal year and the cut will be overlayed at the time the road is done. Dearborn Construction will be responsible for their own traffic control.

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

TOWN OF KENNEBUNKPORT
Street Opening Permit

PROPERTY INFORMATION

Name of Homeowner: DONALD JENKINS Date: 6-15-2022
Address: 2025 SW COTTAGE ST, OCALA, FL 34471
Telephone: _____ Map, Block, Lot: 22-9-13A
Street to be excavated: OLD CAPE RD
Size of excavation (length and width): 20' X 7' WIDE (SUBJECT TO CHANGE BASED ON CONDITIONS)
Reason for excavation: WATERLINE TAP
Permit Conditions: If there is, any intrusion into the black top, road should be paved from curb to curb.

CONTRACTOR INFORMATION

Date of excavation: ASAP
Name of Contractor: DEARBORN CONSTRUCTION
Address: 999 NARRABANSETT TRAIL, BUXTON, ME 04093
Telephone: 207-929-8812 Fax: 207-929-8560

BOND & INSURANCE INFORMATION

Performance Bond: Cash Check Money Order Surety Bond Other
Bond Amount: 2000
Company that issued the bond (if applicable): SKILLINGS BROTHERS
Person or entity providing the bond to the Town (contractor, property owner, other): CONTRACTOR
Insurance Company: CLARK INSURANCE
Signature of person completing the application: Milraj Kulkarni Date: 6-15-2022

APPROVED

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

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

Application Fee: \$25.00
Date Paid: June 15, 2022
Amount Paid: 25
 Cash Check Money Order



Performance Bond

CONTRACTOR:

(Name, legal status and address)

DEARBORN BROTHERS CONSTRUCTION, INC. 999 NARRAGANSETT TRAIL Buxton, ME 04093

SURETY:

(Name, legal status and principal place of business)

BERKLEY REGIONAL INSURANCE COMPANY 11201 DOUGLAS AVENUE Urbandale, IA 50322

OWNER:

(Name, legal status and address)

TOWN OF KENNEBUNKPORT PO BOX 566 6 ELM STREET Kennebunkport, ME 04046

CONSTRUCTION CONTRACT

Date: 12/30/2013

Amount: \$300,020.50

Bond Number: 0180078

Description: MAINE STREET STORM DRAIN & SIDEWALK IMPROVEMENTS.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond

(Name and location)

BOND

Date: 12/30/2013

(Not earlier than Construction Contract Date)

Amount: \$300,020.50

Modifications to this Bond: X None [] See Section 16

CONTRACTOR AS PRINCIPAL

Company: DEARBORN BROTHERS CONSTRUCTION, INC. (Corporate Seal)

Signature: Lindsay Dearborn and Title: Vice President (Any additional signatures appear on the last page of this Performance Bond)

(FOR INFORMATION ONLY— Name, address and telephone)

AGENT or BROKER:

SKILLINGS SHAW & ASSOCIATES, INC. PO BOX 481, 485 MAIN STREET LEWISTON, ME 04243-0481

SURETY

Company: BERKLEY REGIONAL INSURANCE COMPANY (Corporate Seal)

Signature: Nancy L. Castonguay And Title: Attorney-In-Fact

OWNER'S REPRESENTATION:

(Architect, Engineer or other party)

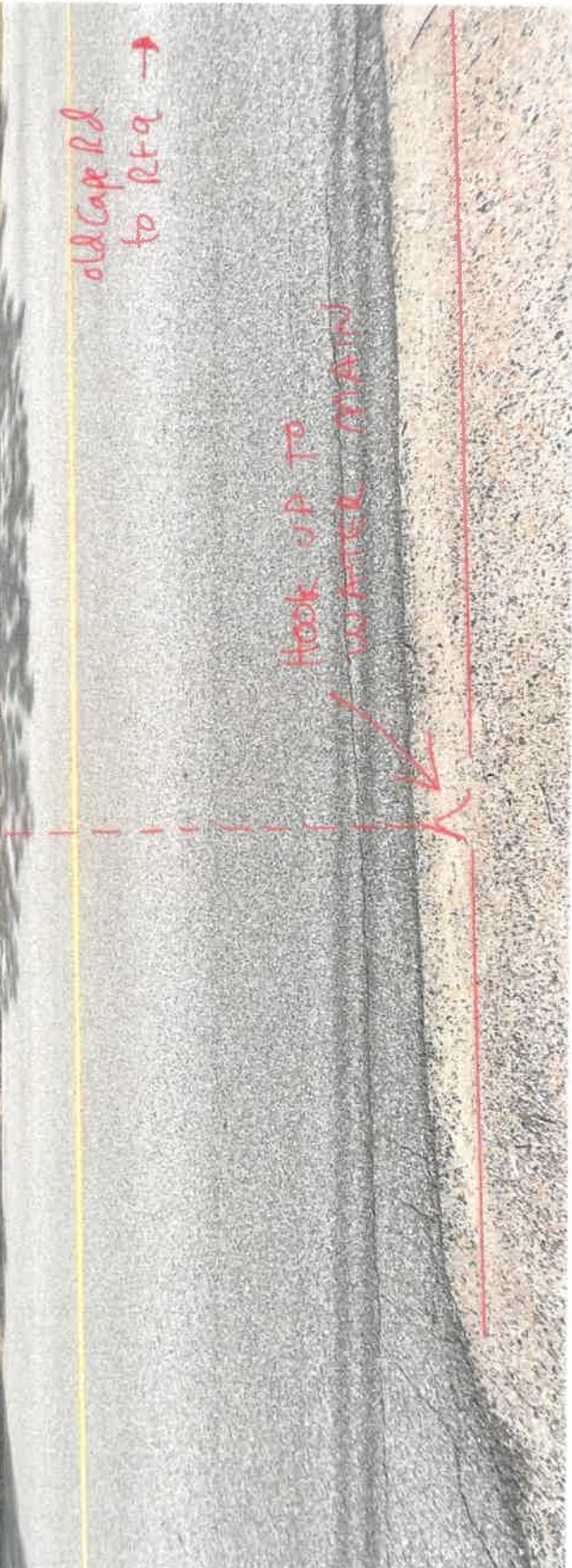


DARK BIRCHES

LOT

22-9-13A

Legion
1-10-14

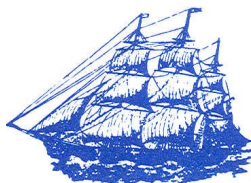


old Cape Rd
to Rtg ->

Hook UP TO
WATER MAIN



AGENDA ITEM DIVIDER



TOWN OF KENNEBUNKPORT, MAINE

– INCORPORATED 1653 –

Memorandum

To: Board of Selectmen
Fr: Werner Gilliam, CFM Director of Planning and Development
Re: Proposed Amendment to Residential Rental Accommodations
Dt: June 17, 2022

Based upon a recommendation from the Zoning Board of Appeals I am requesting for the Board's consideration an amendment to the Land Use Ordinance regarding how we review and approve or deny applications for Residential Rental Accommodations.

Currently the process for a "Roomers" approval involves an application to the Board of Appeals as well as a review by the Code Enforcement Officer.

This proposed amendment will streamline the review process by assigning it to the Code Enforcement Officer and removing the Board of Appeals from the initial review process.

All other performance and appeal standards and processes will remain unchanged.

May 6, 2002

To Select Board Members

Pursuant to Chapter 240 – 7.14 of the Land Use Ordinance, jurisdiction for approval of an application for a Residential Rental Accommodation Permit is with the Zoning Board of Appeals. There are, typically, a handful of these applications annually, each requiring notice to abutters and a public hearing.

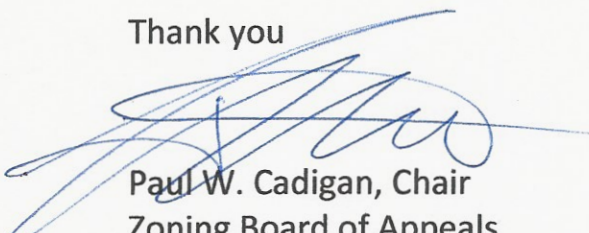
The Short Term Rental license approval process is, technically, governed by the Town Clerk's office, but in consultation with and significant input from the Code Enforcement Office. No hearing for this approval is required and there is no notice to each applicant's abutters. There were over 400 Short Term Rental licenses granted for 2022.

A requirement for Residential Rental Accommodation is that the owner of the residence be present during each rental, and that presence acts as a monitor or regulator of the impact of the rental on neighbors. There is no such requirement for a Short Term Rental.

Accordingly, a Residential Rental Accommodation approval involves more process for the applicant than the Short Term Rental process, and appears to have less of an impact on the Town and its neighborhoods.

For these reasons, and after due consideration, the Zoning Board of Appeals recommends that jurisdiction for the approval of Residential Rental Accommodation application be transferred to the Code Enforcement Officer. Jurisdiction for an appeal of a decision or determination regarding such application by the Code Enforcement Office will remain with the Zoning Board of Appeals per Chapter 240 – 9.2.A.(1) and 7.14.

Thank you



Paul W. Cadigan, Chair
Zoning Board of Appeals

§ 240-4.3 Village Residential Zone.

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

§ 240-4.4 Village Residential East Zone.

Permitted Uses	Conditional Uses Subject to Site Plan Review	Conditional Uses Subject to Zoning Board of Appeals Review
Accessory apartment	Accessory apartment*	Animal husbandry
Agriculture	Cemetery	Home occupation
Essential services	Church	Residential rental accommodation
Farm stand	Community building	
Single-family dwelling	Community use	
Storage and repair of fishing equipment	Elder-care facility	
Timber harvesting	Hotel and motel expansion	
Timber management	Library	
Two-family dwelling	Multiplex	
<u>Residential rental accommodation</u>	Museum	
	Park	
	School	*See § 240-7.1J

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

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

NOTES:

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

** See § 490-7.1J.

§ 240-4.6 Riverfront Zone.

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

*See § 240-7.1J

§ 240-4.7 Cape Arundel Zone.

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

§ 240-4.8 **Goose Rocks Zone.**

Permitted Uses	Conditional Uses Subject to Site Plan Review	Conditional Uses Subject to Zoning Board of Appeals Review
Accessory apartment	Accessory apartment*	Child-care center
Agriculture	Cemetery	Home occupation
Essential services	Club	Residential rental accommodations
Farm stand	Community building	
Public hospitality facility, temporary	Community use	
Single-family dwelling	Library	
Storage and repair of fishing equipment	Museum	
Timber harvesting	Park	
Timber management		
Two-family dwelling		*See § 240-7.1J
<u>Residential rental accommodations</u>		

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

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

§ 240-4.10 Cape Porpoise Square Zone.

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

*See § 240-7.1J

§ 240-4.11 Free Enterprise Zone.

Permitted Uses	Conditional Uses Subject to Site Plan Review	Conditional Uses Subject to Zoning Board of Appeals Review
Accessory apartment	Accessory apartment*	Child-care center
Agriculture	Automobile-oriented business	Handcrafts
Animal husbandry	Automobile repair shop	Home occupation
Essential services	Automobile service station	Residential rental accommodation
Farm stand	Bed-and-breakfast	
Manufactured housing	Boatyard	
Single-family dwelling	Campground	
Storage and repair of fishing equipment	Cemetery	
Timber harvesting	Club	
Timber management	Commercial center	
Two-family dwelling	Commercial complex	
Parking, temporary overflow public	Commercial recreation, indoor	
<u>Residential rental accommodation</u>		
	Commercial recreation, outdoor	
	Community building	
	Community use	
	Elder-care facility	
	Extractive Industry	
	Financial institution	
	Fish processing	
	Funeral home	
	Golf course	
	Health institution	
	Hotel	
	Inn	

Permitted Uses

Conditional Uses Subject to Site Plan Review

Conditional Uses Subject to Zoning Board of Appeals Review

Kennel

Library

Manufacturing

Marina

Mobile home park

Motel

Museum

Nursing home

Park

Parking, commercial

Professional and business offices

Public utilities

Residential mixed use

Restaurant

Retail business

School

Ship chandlery

Theater

Veterinary clinic

Warehouse

Wireless telecommunications facilities

Wholesaling

***See § 240-7.1J**

§ 240-4.12 Farm and Forest Zone.

Permitted Uses	Conditional Uses Subject to Site Plan Review	Conditional Uses Subject to Zoning Board of Appeals Review
Accessory apartment	Accessory apartment*	Child-care center
Agriculture	Bed-and-breakfast	Handcrafts
Animal husbandry	Boatyard	Home occupation
Essential services	Campground	Residential rental accommodation
Farm stand	Cemetery	
Manufactured housing	Club	
Single-family dwelling	Commercial Recreation, outdoor	
Storage and repair of fishing equipment	Community building	
Timber harvesting	Community use	
Timber management	Extractive industry	
Two-family dwelling	Fish processing	
<u>Residential rental accommodation</u>		
	Funeral home	
	Golf course	
	Health institution	
	Hotel	
	Inn	
	Kennel	
	Library	
	Manufacturing	
	Mobile home park	
	Motel	
	Museum	
	Nursing Home	
	Park	
	Professional and business offices	

Permitted Uses

Conditional Uses Subject to Site Plan Review

Conditional Uses Subject to Zoning Board of Appeals Review

Public utilities

Restaurant

Retail business

Theater

Veterinary clinic

Warehouse

Wholesaling

***See § 240-7.1J**

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

C. Approval; permit; appeal.

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

AGENDA ITEM DIVIDER

LEASE AGREEMENT

This Lease made and entered this ~~12th~~ day of October, 2017 by and between the Inhabitants of the Town of Kennebunkport, a Maine municipality (hereinafter referred to as "Landlord"), and A and W LLC, d/b/a The Chowder (hereinafter referred to as "Tenant").

ARTICLE I

Premises

Landlord hereby leases, demises and lets unto Tenant and Tenant hereby leases, takes and hires from Landlord, for the term and upon and subject to the terms and conditions set forth in this Lease Agreement (hereinafter the "Lease"), the building operated most recently as the "Cape Pier Chowder House", together with the outside deck area and as shown on Appendix A hereto and made a part hereof (hereinafter the "Premises" or the "Leased Premises"), which Premises are, at the commencement of this lease, only a portion of the Landlord's property located at or near Cape Porpoise Pier in the Town of Kennebunkport, Maine. The Premises shall include a right of reasonable access thereto.

ARTICLE II

Term

The term of this Lease shall begin on December 1, 2017, and end on November 30, 2022. Landlord may offer Tenant the option to extend the lease for an additional five year period at mutually agreeable terms. Tenant shall have no right to extend the term of this Lease unilaterally.

ARTICLE III

Rent

Section 3.01. Base Rent. During each Lease Year during the term of this Lease, Tenant shall promptly pay Landlord, without any offset, abatement, deductions or setoff whatsoever and without previous demand therefor, at the address set forth in this Lease in regard to notices or at such other place as Landlord may direct by notice in writing to Tenant from time to time, the annual Base Rent for the each Lease Year at the rates set forth hereinafter, which Base Rent shall be payable, in advance, in five (5) equal installments on April 1st, May 1st, June 1st, July 1st, and August 1st of each and every Lease Year during said term. "Lease Year" means the successive periods during the term set forth below, even if such period is not a full 12 months, with the first such period to begin on April 1, 2018.

The Lease Year Base Rent shall be as follows:

1. For the Lease Year December 1, 2017 through November 30, 2018 \$ 40 000.00
2. For the Lease Year December 1, 2018 through November 30, 2019, \$ 40 000.00
3. For the Lease Year December 1, 2019 through November 30, 2020, \$ 40 000.00
4. For the Lease Year December 1, 2020 through November 30, 2021, \$ 40 000.00
5. For the Lease Year December 1, 2021 through November 30, 2022, \$ 40 000.00

ARTICLE IV

Landlord's Obligations

Section 4.01. Quiet Enjoyment. Landlord warrants that, so long as Tenant faithfully performs all agreements and obligations of this Lease, Tenant shall, subject to applicable provisions of law and governmental authorities and to Landlord's rights hereunder, including the right to alter, improve, maintain, repair, or replace any portions of the Premises or any fixtures, appurtenances and equipment thereof, peaceably and quietly have, hold, and enjoy the Premises for the term set forth herein without molestation or disturbance by and from Landlord and free from any and all encumbrances except as otherwise specified in this Lease.

Section 4.02. Improvements. Tenant agrees and accepts the Premises "As Is" "Where Is" in their current condition.

Section 4.03. Maintenance and Repairs. Throughout the term of this lease, Landlord shall be responsible for maintaining the proper condition and functioning, and to maintain in good order and repair, the pier supports on which the Premises are located; provided, however, that if these supports prove inadequate to enable Tenant to use the Leased Premises or otherwise create an unsafe condition, then Landlord may, at its option, either (i) repair the supports to the Tenant's reasonable satisfaction, or (ii) terminate this Lease without further liability to Landlord. Tenant shall be entitled to an abatement of rent during any period of repair or maintenance performed by Landlord which renders the Leased Premises unusable by Tenant.

ARTICLE V

Tenant's Obligation

Section 5.01. Payment of Rent. Tenant shall pay each and every installment of Base Rent and other amounts due hereunder promptly when due, and without demand by Landlord and without any withholding or offset whatsoever.

Section 5.02. Utility Charges. Tenant shall pay when due all utility charges for sewer, water, gas, telephone and electrical service, and any other utilities used or consumed on the Premises.

Section 5.03. Personal Property Taxes. Tenant shall pay all personal property taxes levied or assessed in respect of all personal property and trade fixtures situated on such Premises, excluding any personal property owned by Landlord.

Section 5.04. Use and Occupancy. Tenant shall use and occupy the Premises solely for a restaurant, including "take-out" food, in accordance with the provisions of Appendix B hereto, and in all cases for purposes which are lawfully permitted under applicable laws and for which the Premises are reasonably suited and for no other purposes whatsoever. Notwithstanding the terms of the Lease, the Premises shall be used and operated for their permitted purposes only between the dates of April 1st and November 30th of each Lease Year. Tenant shall obtain any and all licenses or permits necessary for the conduct of its permitted use of the Premises and shall comply, at its expense,

with all governmental laws, rules, regulations and ordinances, and with all of Landlord's insurance policies applicable to the Leased Premises and with all reasonable rules and regulations established by Landlord from time to time; and, without limiting the forgoing, Tenant shall comply with the Rules and Regulations as set forth in Exhibit B and the Cape Porpoise Pier Ordinance set forth in Appendix C both of which exhibits are attached hereto and are hereby incorporated as part of this Lease. To the extent the provisions of the body of this Lease and Appendices B and/or C may conflict, the most restrictive of the three shall control.

Section 5.05. Maintenance and Repairs. Tenant shall maintain the Premises, including a restroom facility that will be open to the public during operating hours, in as good order, repair, and condition as the Premises existed at the commencement of this Lease, reasonable wear and tear excepted. Except as provided in Section 4.03 above, Tenant shall be solely responsible for all repairs and replacements to the entire Premises belonging to Landlord, whether or not then being used or occupied by Tenant, during the entire lease term. Without limiting the forgoing, Tenant shall be responsible for and shall pay, either to Landlord or to parties doing such work, the following: all maintenance to the roof of the Premises, the exterior walls and structural portions of the Premises, and the utility lines and services, water, sewer and sprinkler charges, painting, decorating, door and window repair and replacement, paving, insurance costs, service contracts on HVAC units, and all other usual and customary expenses of owning, operating, and preserving the Premises.

Section 5.06 Alterations. Tenant shall not make any alterations, installations repairs, improvements, replacements or additions in, to or about any part of the Premises, or remodel all or any part of the Premises, without the prior written consent of Landlord, including the prior written approval by Landlord of the plans and specifications therefor, which consent or approval will not be unreasonably withheld nor delayed. Tenant shall remove at its own expense any alterations, additions, and the like installed in violation of this provision. In the event of failure of Tenant to so remove, Landlord shall have the right to enter and remove such alterations, additions, and the like, and charge the reasonable cost thereof to Tenant. All additions, repairs, replacements, alterations and improvements to the premises made by Tenant, including all materials used and incorporated therein, shall become the property of Landlord upon the expiration or termination of this Lease.

Section 5.07. Signage. Tenant shall not install advertisements of any kind including, but not limited to, signs, awnings, and signals, to any part of the leased Premises including the inside or outside of the windows or doors unless and until the style, size, color, construction, and location of such advertisements have been approved in writing by Landlord. Tenant agrees that upon expiration or termination of this Lease Agreement, Tenant will remove such advertisements and restore the affected portion of the leased premises to its original condition prior to the installation of such advertisements.

Section 5.08. Security and Safety Regulations. Tenant shall conform to all reasonable rules and procedures now or hereafter established by Landlord for the safe, secure, and orderly use of the Premises.

Section 5.09. Landlord Entry for Repairs. Notwithstanding the respective obligations of the parties, and without creating or implying any obligation on the part of the Landlord, Tenant shall permit Landlord at any time to enter the Premises to install, maintain, repair, and replace any pipes, ducts, meters, wires and other machinery, equipment, apparatus, and fixtures if, in the

judgment of the Landlord, such improvements are necessary and consistent with sound real estate management of similar buildings. Such work shall be carried out in a manner to cause the Tenant minimum inconvenience.

Section 5.10. Waste and Nuisances. Tenant shall not injure or deface the Premises. Tenant shall not permit the use of the Premises for any purposes other than those provided herein and shall not permit any use of the Premises which is improper, offensive, or contrary to law or ordinance. Tenant shall not permit on the Premises any hazardous or inflammable substances, fluids, or chemicals and shall permit no objectionable noise, odors, or other nuisance. Tenant shall not permit or maintain any conditions which might cause an adverse effect on any insurance coverage affecting the Premises.

Section 5.11. Risk of Loss. Tenant shall hold the property owned by Tenant, or in the Tenant's custody situated on the Premises, at Tenant's own risk.

Section 5.12. Liability and Casualty Insurance. Tenant shall insure Tenant and Landlord, as their interests may appear, with comprehensive general liability and all-risk property and casualty insurance coverage on the Premises in such amount and with such companies as Landlord shall reasonably require, but in no event for less than One Million Dollars for injury or death in any single accident, which coverage shall provide for thirty (30) days prior notice of cancellation, nonrenewal or expiration. Tenant shall provide evidence of such insurance coverage on request. In no event shall the limits of such policies be considered to limit Tenant's liability under this Lease.

By way of amplification of, and not in limitation of, the provisions of this Section 5.12, at all times after the execution of this Lease, Tenant will take out and keep in force, at its expense:

- a. Comprehensive general liability insurance, naming Landlord and its officers, agents and employees as additional insureds, including insurance against assumed or contractual liability, with respect to the Premises, insuring against damage to property and bodily injury, including death caused by any act or omission, including the furnishing or consumption of alcohol by Tenant, its employees, contractors or licensees, patrons, and invitees. Such insurance shall afford protection to the limits of not less than Three Million Dollars (\$3,000,000.00) per occurrence/aggregate with respect to bodily injury or death. Said insurance shall provide for coverage of other occupants or users of Landlord's Premises who might be harmed or injured, or suffer property damage, as a result of any activities caused by or occurring on the Premises.
- b. All-risk casualty insurance, written at replacement cost value and with replacement cost endorsement, covering all of the Premises and all of Tenant's personal property in the Premises (including, without limitation, inventory, trade fixtures, floor coverings, furniture, and other property removable by Tenant under the provisions of this Lease), and all leasehold improvements installed in the Premises by Tenant.
- c. Prior to execution of this Lease, upon request at each annual anniversary of this Lease, and at any other time reasonably requested by Landlord, Tenant shall provide certificates of insurance evidencing Tenant's compliance with the above provisions and naming Landlord as an additional insured. The company or companies writing any insurance which Tenant is required to take out and

maintain or cause to be taken out or maintained pursuant hereto, as well as the form of the insurance coverage, shall at all time be subject to Landlord's approval, and any such company or companies shall be licensed to do business in the State of Maine.

- d. Tenant will not do or suffer to be done, or keep or suffer to be kept, anything in, upon or about the Premises which will contravene Landlord's policies of hazard or liability insurance or which will prevent Landlord from procuring such policies in companies acceptable to Landlord. If anything done, omitted to be done or suffered by Tenant to be kept in, upon or about the Premises shall cause the rate of fire or other insurance on the Premises or on other property of Landlord to be increased beyond the minimum rate from time to time applicable to the Premises or to any such property for the use or uses made thereof, Tenant will pay as additional rental, the amount of any such increase upon Landlord's demand.

Section 5.13. Indemnity. Tenant shall hold harmless, defend and indemnify Landlord from any injury, death, loss, claim, or damage to any person or property while on or about the Premises and from any injury, loss, claim, or damage to any persons or property anywhere occasioned by any act, neglect, omission, or default of Tenant or its employees, agents, visitors, invitees, or contractors.

Section 5.14. Waiver of Subrogation. Landlord and Tenant each hereby release the other from any and all liability or responsibility to the other, or to anyone claiming through or under them by way of subrogation or otherwise, for any loss or damage caused by fire or any of the extended coverage or supplementary contract casualties, provided, however, that this release shall be applicable and in effect only with respect to loss or damage occurring during any time as any applicable party's insurance policies shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair said policies or prejudice the rights of the insured thereunder and provided further that this release shall apply only to the extent that insurance proceeds are actually received or collected under the insurance policy of the party sustaining the loss. Each party agrees that its policies will include such a clause or endorsement if obtainable without extra cost or if extra cost is charged, then as long as the other party pays such extra costs after notice thereof.

Section 5.15. Liens and Encumbrances. Tenant shall not suffer or permit any lien or encumbrance of any nature or description to be placed against the Premises or any portion thereof. Tenant shall have no authority to permit any lien or encumbrance to attach to or be placed upon Landlord's title or interest to the premises, building, or any portion thereof

Section 5.16. Landlord Entry for Inspection and Show. Tenant shall permit Landlord or its agents to enter upon the Premises at reasonable times to inspect the premises. Tenant shall permit Landlord to show the Premises throughout the term of this Lease.

Section 5.17. Surrender. At the expiration or termination of this Lease, Tenant shall peaceably surrender the Premises and all additions, alterations, and improvements to Landlord, broom clean and in good order, repair, and condition. At the expiration or termination of this Lease, Tenant shall further remove all goods and effects not attached to the Premises, repair all damage caused by such removal, and leave the Premises in clean and tenantable condition.

Section 5.18. Environmental. Tenant represents, warrants and agrees that its use, maintenance and operation of the Premises and the conduct of the business related thereto, shall at all times be in compliance with all applicable federal, state, county or local laws, regulations

and ordinances of any governmental authorities relating to Hazardous Materials, as hereinafter defined, and that Tenant, its agents, employees, customers, suppliers, and invitees will not cause any Hazardous Materials to be deposited, discharged, placed or disposed of at the Premises, and that the premises will remain free from hazardous Materials.

Tenant shall, to the extent arising from breach of the foregoing warranty, (a) conduct and complete all investigations, studies, sampling and testing, and all remedial, removal and other actions necessary to clean up, and remove all Hazardous Materials from the Premises, in accordance with all applicable federal, state and local laws, regulations, rules, ordinances and policies and in accordance with the orders and directives of all federal, state and local governmental authorities, and (b) defend, indemnify and hold harmless Landlord, its employees, agents, officers and directors, from and against any and all claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses (including, without limit, attorney and consultant fees, investigation and laboratory fees, court costs and litigation expenses) of whatever kind or nature, known or unknown, contingent or otherwise, arising out of or in any relation to (i) the discovery, presence, disposal, release, or threatened release, of any Hazardous Materials hereafter placed within, under, upon, from or into the Premises, (ii) any personal injury (including wrongful death) or property damage (real or personal), any lawsuit brought or threatened, settlement reached, or government order and/or any violations of laws, orders, regulations, requirements, or demands of government authorities, now in effect or at any time in the future, which are based upon or in any way related to any Hazardous Materials hereafter placed on the Premises.

As used herein, "Hazardous Materials" shall mean any flammable explosives, radioactive materials, hazardous materials, hazardous waste, hazardous or toxic substances or matter, oil or other petroleum products, underground petroleum storage tanks, asbestos, chemical pollutants or related materials, including as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § §9601, et seq.) the Hazardous Materials Transportation Act, as amended (49 U.S.C. §§1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. §§6901, et seq.), applicable Maine Statutes (including 38 M.R.S.A. §561, et seq.; 39 M.R.S.A. §§1361, et seq.; 38 M.R.S.A. §§1301, et seq.; and 38 M.R.S.A. §§1317, et seq.) or any similar federal, state, or local law in effect from time to time, or in the regulations adopted and publications promulgated pursuant thereto or any other substances or materials constituting a hazard, peril, or threat to the health of persons, animals or plant life.

Section 5.19. Security Deposit. Tenant has previously paid Landlord a security deposit in the amount of One Thousand Five Hundred Dollars (\$1,500), and paid by response to a request for proposals issued by Landlord the amount of One Thousand Dollars (\$1,000) as security for the full and faithful performance by Tenant of each and every term, provision, covenant, and condition of this Lease. If Tenant defaults in respect to any of the terms, provisions, covenants, and conditions of this Lease, including but not limited to payment of rent, Landlord may, but shall not be required to, use, apply, or retain the whole or any part of the security for the payment of any rent in default or for any other sum which Landlord may expend or be required to expend by reason of Tenant's default, including any damages or deficiency accruing before or after forcible detainer action or other reentry by Landlord. If Tenant shall fully and faithfully comply with all the terms, provisions, covenants, and conditions of this Lease, the security, or any balance thereof, shall be returned to Tenant within thirty (30) days after the expiration or termination of this Lease. Whenever and as often as the amount of the security held by Landlord shall be diminished by Landlord's application thereof, Tenant shall, within (ten) 10 days after Landlord's request therefor, deposit additional money

with Landlord sufficient to restore the security to its original amount unless Landlord agrees in writing to any diminished security deposit. In the absence of evidence satisfactory to Landlord of an assignment of the right to receive the security, or the remaining balance thereof, Landlord may return the security to the original Tenant, regardless of one or more assignments of the Lease itself.

ARTICLE VI

Landlord Default

Section 6.01. Notice and Opportunity to Cure. Landlord shall in no event be in default in the performance of any of its obligations hereunder unless and until Landlord shall have failed to perform such obligations within thirty (30) days, or such additional time as is reasonably required to correct any such default, after notice by Tenant to Landlord properly specifying wherein Landlord has failed to perform any such obligation.

ARTICLE VII

Tenant Default and Landlord's Remedies

Section 7.01. Events of Default. Tenant shall be in default hereunder in any of the following events.

A. If Tenant shall fail to pay any Base Rent, Additional Rent, or other charge required to be paid by Tenant under this Lease within five (5) days of the date the same is due and payable; or

B. If Tenant shall default in the performance of any of the other obligations and agreements of this Lease, and such default shall not have been remedied within thirty (30) days after written notice of Landlord to Tenant specifying such default and requiring it to be remedied; or

C. If Tenant shall abandon the premises or fail to operate the Premises for the use permitted hereunder or leave them vacant for more than thirty (30) consecutive days during this Lease term; or

D. If an execution, attachment, lien, or other encumbrance shall be issued against Tenant and its property and such shall not be vacated or removed within thirty (30) days after the issuance thereof.

Section 7.02. Landlord's Option to Terminate. If Tenant becomes in default as defined in Section 7.01, Landlord may terminate this Lease upon written notice to Tenant, in which event all rights of Tenant hereunder shall expire and terminate and Tenant shall surrender the Premises on the date of such termination, and Tenant shall remain liable as herein provided.

Section 7.03. Tenant Not Released. In the event of termination of this Lease as provided herein, Tenant shall not be released or discharged but shall remain and continue liable to Landlord in a sum equal to all Base Rent, Additional Rent, and other charges then due and shall be liable for all damages provided for hereunder and all costs, and reasonable attorney's fees incurred by Landlord as a result of Tenant's default.

Section 7.04. Landlord's Remedies.

A. Reentry: In the event of termination, Landlord may reenter the Premises using such force as may reasonably be required without being liable for prosecution or damages on account of such reentry, and may possess and repossess the Premises by summary proceedings, ejectment, or otherwise. Tenant hereby waives any right to a jury trial in any eviction or forcible entry and detainer proceedings.

B. Repair and Alteration: Landlord may repair or alter the Premises as reasonably necessary to render them in tenantable condition.

C. Lease and Release: Landlord may lease or release the Premises or any portion thereof for the whole or the remainder of the original Lease term or for a longer period in Landlord's name or as agent for Tenant.

D. Damages: If this Lease is terminated under the provisions of this Article or in the event of the termination of this Lease, or of reentry, by or under any summary dispossession or other proceeding or action or any provision of law by reason of default hereunder on the part of Tenant, Tenant shall pay to Landlord as damages, at the election of Landlord, in addition to all Base Rent, Additional Rent, and other charges then due and payable under this Lease, either:

(i) a sum which at the time of such termination of this Lease or at the time of any such reentry by Landlord, if any, equals the excess of (1) the aggregate of the Base Rent and the Additional Rent payable hereunder which would have been payable by Tenant (conclusively presuming the Additional Rent to be the same as was payable either for the Lease Year preceding or during, or the Lease Year immediately following such termination) for the period commencing with such earlier termination of this Lease or the date of any such reentry, as the case may be, and ending with the expiration date, had this Lease not so terminated or had Landlord not so reentered the Premises, over (2) the aggregate rental value of the Premises for the same period after considering and deducting reasonable projections of vacancy rates and costs of leasing and making the Premises acceptable to new tenant; or

(ii) sums equal to the Base Rent and the Additional Rent (as above presumed) payable hereunder which would have been payable by Tenant had this Lease not so terminated, or had Landlord not so reentered the Premises payable upon the due date therefor specified herein following such termination or such reentry and until the expiration date; provided, however, that if Landlord shall relet the Leased Premises during said period, Landlord shall credit Tenant with the net rents received by Landlord from such reletting, such net rents to be determined by first deducting from the gross rents as and when received by Landlord from such reletting, the expenses incurred or paid by Landlord in terminating this Lease or in reentering the Premises and in securing possession thereof, including reasonable attorney's fees, as well as the expenses of reletting.

All damages payable under this paragraph (D) shall be in addition to all Base Rent and Additional Rent accrued and payable at the time of such termination or reentry and shall also be in addition to all expenses, damages and costs thereafter becoming due under this Article.

E. Other Damages. Tenant agrees to pay on demand, in addition to all charges hereunder, or in the event of termination of this Lease, then in addition to damages under Section 7.04(D): (a) all of Landlord's expenses including reasonable attorney's fees incurred in enforcing any of the obligations of Tenant under this Lease, or in evicting Tenant or in collecting any amount due hereunder or in exercising any rights or remedies under this Lease or in Landlord consenting to any action of Tenant for which the Lease requires Landlord's consent; and (b) late charges incurred from the nonpayment of such Base Rent, Additional Rent, damages, charges, and expenses at the rate of 18% per annum of such amounts; and (c) all expenses arising out of any termination of this Lease, all costs incurred in collecting charges, expenses and damages due from Tenant under this Lease, including all attorney's fees of Landlord, and all expenses of Landlord in attempting to re-lease the premises or parts thereof including advertising, attorney and brokerage fees, and cleaning and remodeling expenses.

F. Suits to Recover Deficiency. Suits for recovery of any deficiency or for damages or for a sum equal to any installment or installments of any rent, expense or charges may be brought by Landlord from time to time after Tenant is in default at Landlord's option. Landlord shall not be required to await the date whereon the term of this Lease 'would have expired in the event of Tenant's default or termination pursuant to paragraph 7.02.

G. Remedies Cumulative. The rights and remedies given to Landlord in this Lease are distinct, separate, and cumulative remedies. The existence of these remedies shall not be deemed to be in exclusion of any other remedies provided at law or in equity. Exercise of any one such remedy shall not be deemed a waiver or such other remedies as may be available.

H. Receipt of Monies Not Waiver. The receipt of rent or other monies by Landlord from Tenant with knowledge of any breach or default on the party of Tenant shall not be deemed a waiver of such default. The receipt of rent or other monies by Landlord from Tenant after termination of this Lease shall not be deemed to reinstate, continue, or extend the term of this Lease or to affect any notice previously provided Tenant or to operate as a waiver of Landlord's right to recover any damages or other amounts due hereunder or possession of the Premises.

ARTICLE VIII

Landlord's Right to Cure Tenant's Default

Section 8.01. Right to Cure. If Tenant defaults in the performance of any agreement or obligation under this Lease and fails to cure such default after notice as provided herein, Landlord may, at its option, either before or after any termination of this Lease, and without waiving its claim for damages for such breach, cure such breach on behalf of Tenant. Any amount paid or any liability incurred by Landlord in curing a default of Tenant under this Article shall be deemed paid or incurred on account of Tenant and Tenant shall reimburse Landlord therefor or save Landlord harmless therefrom together with interest thereon at the rate of 18% per annum, and in addition, Tenant shall reimburse Landlord for all costs and reasonable attorney's fees incurred in curing a default.

ARTICLE IX

Casualty Damage and Eminent Domain

Section 9.01. Damage or Destruction. In case the Premises shall be damaged by fire or other casualty so as to render the same untenable in whole or in part for any period, a just abatement of rent shall be made until the same shall be repaired by the Landlord, provided, however, that if, in the Landlord's sole discretion, the Premises shall be so badly damaged by fire or any other casualty that the Landlord shall not desire to rebuild, this Lease shall terminate at the Landlord's option and rent shall be apportioned to the time of such termination. Further, in case the Premises shall be damaged by fire or other casualty so as to render the same untenable in whole or in part for any period, Landlord shall not be liable for interruption to Tenant's business or for damage to or replacement or repair of Tenant's personal property (including, without limitation, inventory, trade fixtures, floor coverings, furniture, and other property removable by Tenant under the provisions of this Lease) or any leasehold improvements installed in the Premises by Tenant resulting therefrom, all of which damage shall be repaired and replaced by Tenant promptly, unless this Lease is terminated at Landlord's election. Notwithstanding the foregoing, if the Premises are not restored completely by Landlord within one hundred eighty (180) days of such fire or other casualty, this Lease shall thereupon be deemed to have terminated.

Section 9.02. Eminent Domain. If all or a substantial portion of the Premises are taken or condemned by a duly constituted public authority, both Landlord and Tenant shall have the right to terminate this Lease upon giving written notice of termination to the other within thirty (30) days of the terminating party's receipt of notice of taking from the public authority. If the Lease is so terminated, the rent shall be apportioned and paid to the effective date of termination. In the event this Lease shall not be terminated as provided herein, rent shall abate proportionately as to the portion so taken based on the value of the portion so taken in relation to the value of the Premises immediately prior to the taking and the relative impact of the taking on the Tenant's business.

The Landlord shall be entitled to receive the entire award or awards in any condemnation proceeding without deduction therefrom for any estate vested in the Tenant and the Tenant shall receive no part of any award or awards from the Landlord or in the proceedings and the Tenant hereby assigns to the Landlord any and all of its right, title, and interest in or to such award or awards or any part thereof.

Section 9.03. Duty to Restore. Notwithstanding anything to the contrary, in event of any such casualty, Tenant shall be obligated to use diligent and proper efforts to put the premises or the building in proper condition for use and occupation and to restore the Premises to substantially the same condition as existed prior to such casualty, all such restoration to be completed within 180 days of any such casualty.

Section 9.04. Landlord's Entitlement to Damages. Landlord reserves and excepts all rights to damages to said Premises and building and the leasehold hereby created, accrued, or subsequently accruing by reason of anything lawfully done in pursuance of any public, or other, authority; and by way of confirmation, Tenant grants to Landlord all Tenant's rights to such damages and covenants to execute and deliver such further instruments of assignment thereof as

Landlord may from time to time request; provided, however, then Landlord agrees to make such proceeds available to reimburse Tenant for costs incurred by Tenant in restoring the Premises.

ARTICLE X

Limitations of Liability

Section 10.01. Landlords Liability Limited. Landlord and its agents, employees and contractors shall not be liable for any injury to any person or damage to property due to the building in which Premises are located being in need of repair or due to the happening of any accident in or about the Premises, or due to any act or neglect of Tenant or of any employee, patron, or visitor of Tenant. This provision applies without limitation to injury or damage caused by Tenant's sale, furnishing and/or consumption of alcohol, nature, rain, ice, wind, frost, water, steam, gas, or odors in any form or by the bursting or leaking of windows, doors, walls, ceilings, floors, pipes, gutters, or other fixtures and to damage or injury caused by fixtures, furnishings, equipment and the like situated at the Premises whether owned by Tenant or others.

ARTICLE XI

Notice and Waiver

Section 11.01. Written Notice Requested. All notices required to be given under this Lease shall be made in writing; oral notice shall be ineffective for all purposes.

Section 11.02. Delivery of Notice. Written notice shall have been delivered duly served if mailed by Certified Mail, Return Postage Requested, postage prepaid to Tenant and to Landlord at the following addresses:

Tenant: A and W, LLC – D/B/A Cape Pier Chowder
 P O Box 7217
 Cape Porpoise, Maine 04014

Landlord: Town of Kennebunkport
 6 Elm Street
 P.O. Box 566
 Kennebunkport, ME 04046-0566

Section 11.03. Waiver. No waiver of any default shall be deemed effective unless in writing signed by the party making the waiver. No waiver of any breach, covenant, condition, obligation or duty shall be construed a waiver of any other breach of the same or any other covenant, condition, obligation or duty.

ARTICLE XII

Amendment Modification and Renewal

Section 12.01. Writing Required. No amendment, modification, or renewal of this Lease shall be binding unless evidenced by an agreement in writing signed by Landlord and Tenant.

Section 12.02. Holdover Tenant. If Tenant shall hold over as a Tenant after the expiration of the terms of this Lease, such tenancy shall be deemed to continue on a month-to-month basis and Tenant shall remain fully bound under all terms and conditions of this Lease, provided, however, the rent shall be twice the Base Rent in effect during the last month of the term hereof. This Section shall not be construed to give Tenant any right to hold over.

ARTICLE XIII

Miscellaneous

Section 13.01. Interpretation. This Lease shall be construed in accordance with the law of the State of Maine. Whenever the context requires, the singular number includes the plural number and vice versa, the masculine gender includes the feminine gender and vice versa, the neuter gender includes the masculine and feminine gender. If Tenant includes more than one person or party, Tenant's obligations shall be joint and several. Time is of the essence in the performance of the terms and conditions of this Lease.

Section 13.02. Captions. Captions of paragraphs of this Lease are solely for convenience and shall not be deemed part of this Lease for any purpose.

Section 13.03. Exhibits. All exhibits attached to this Lease have been initialed by the parties for purposes of identification.

Section 13.04. Partial Invalidity. If any provision of this Lease shall be held invalid or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permitted by law.

Section 13.05. Successors and Assigns: Landlord Liability. The covenants and agreements of Landlord and Tenant shall run with the land and be binding upon and inure to the benefit of them and their respective heirs, executors, administrators, successors, and assigns. No covenant or agreement of Landlord shall be binding upon any such heir, executor, administrator, successor, and assign except for defaults occurring during such person's period of ownership nor binding individually upon any fiduciary, shareholder, or beneficiary under any trust. "Landlord" means only the owner or the mortgagee in possession for the time being of the building in which the Premises are located so that in the event of any sale of said building or an assignment of this Lease, Landlord shall be and hereby is entirely released and discharged from any and all further liability and obligations of Landlord hereunder, except any that may have theretofore accrued. Notwithstanding anything to the contrary provided in this Lease, if landlord or any successor in interest of Landlord shall be a mortgagee, or individual, joint venture, tenancy in common, corporation, firm or partnership (general or limited), it is specifically understood and agreed that there shall be absolutely no personal liability on the part of such mortgagee, corporation of such individual or on the part of the members of such firm, partnership or joint venture, or any stockholder, officer, director or trustee of such corporation with respect to any of the terms, covenants and conditions of this Lease, and that Tenant shall look solely to the equity of Landlord or such successor in interest in the Premises for the satisfaction of each and every remedy of Tenant in the event of any breach by Landlord or by such successor in interest of any of the terms, covenants and conditions of this Lease to be performed by Landlord, such exculpation of personal liability to be absolute and without any exception whatsoever.

Section 13.06. Recordation. This Lease shall not be recorded. If requested by Tenant, Landlord shall prepare a separate memorandum of lease in conformance with Maine law.

Section 13.07. Duplicate Originals. This Lease has been executed in two (2) or more copies, each of which shall be considered an original for all purposes.

Section 13.08 Entire Agreement. This Lease and the attached Appendices A, B, and C contain the complete and entire agreement of the parties.

Section 13.09. Estoppel Certificate. The Tenant agrees, at any time, and from time to time upon no less than ten (10) days prior request by Landlord, at Landlord's expense, to execute, acknowledge, and deliver to Landlord a statement in writing certifying, if such be the case, that this Lease is unmodified and in full force and effect (or, if there have been modifications, stating the modifications, and that the Lease as modified is in full force and effect), stating the amounts and dates to which the Base Rent and Additional Rent, and other charges have been paid and stating whether or not to the best knowledge of Tenant there exists any default in the performance of any covenant, agreement, term, provision, or condition contained in this Lease, and if so specifying each such default, it being intended that any such statement delivered pursuant to this Article may be relied upon by any prospective purchaser of, or any prospective holder of a mortgage upon the premises by any other property interested party.

IN WITNESS WHEREOF, the parties have executive this Lease Agreement under seal as of the day and year first above-written.

WITNESS:

INHABITANTS OF TOWN OF
KENNEBUNKPORT

Arlene McMurray

By: Laurie A. Smith
Laurie A. Smith, Town Manager

[TENANT]

Arlene McMurray

By: Wanda Daggett
Wanda Daggett

[TENANT]

Arlene McMurray

By: Allen A. Daggett
Allen A. Daggett

APPENDIX A TO LEASE AGREEMENT

[DIAGRAM OF LEASED PREMISES]

APPENDIX B TO LEASE AGREEMENT

Rules and Regulations Regarding Restaurant Use

- I. Tenant may use the Premises for the sale of hot dogs, hamburgers, lobster rolls, fried foods, ice cream, tonic, coffee, tea, milk, and similar menu items, to be consumed on the Premises or packaged "to go." Tenant may also use the Premises for the sale of beer and wine, to be consumed on the Premises only. Within this limitation, the precise menu items offered for sale shall be at the discretion of the Tenant. The Tenant shall not engage in wholesale sales of any goods or foods. Tenant shall not permit the retail sale of cooked lobsters or clams anywhere on the Premises by anyone except Tenant.

- II. In regard to the use and occupancy of the Premises, Tenant will at its sole expense:
 - A. Keep the inside and outside of all glass in the doors and windows of the Premises clean;
 - B. Replace promptly any cracked or broken glass of the Premises, including exterior windows, with glass of like kind and quality;
 - C. Maintain the Premises in a clean, orderly, and sanitary condition;
 - D. Keep any garbage, trash, rubbish, or other refuse in appropriate containers and be responsible for all removal of such garbage, trash, rubbish, and refuse on a regular basis;
 - E. Maintain in good working order the one lobster tank owned by Landlord and the supply lines that service this tank, and any product losses or food inventory losses or damage as a result of any equipment or any utility failure will be at the sole risk of Tenant;
 - F. Repair or replace any equipment or property belonging to Landlord that is damaged or destroyed through the fault of Tenant, the negligence of Tenant's employees, or the general operation of Tenant's business;
 - G. Conduct its business in all respects in a dignified manner in accordance with highest standards of similar operations.

- III. In regard to the use and occupancy of the Premises, Tenant will not:
 - A. Use or permit the use of any objectionable advertising medium such as, without limitation, loudspeakers, phonographs, public address systems, sound amplifiers, reception of radio or television broadcasts within the Premises in such manner that any sounds reproduced, transmitted or produced shall be directed beyond the interior.

APPENDIX C TO LEASE AGREEMENT

CAPE PORPOISE PIER ORDINANCE

1. **Preamble:** The Inhabitants of Kennebunkport having determined that the operation of a fish pier and public landing is a public purpose and having determined that such a facility is needed in Cape Porpoise Harbor for the convenience and economic well-being of the Inhabitants of the Town of Kennebunkport, enact this ordinance to be known as the “Cape Porpoise Fish Pier Ordinance”.
2. **Definitions:**
 - a. **Cape Porpoise Pier:** “Cape Porpoise Pier” means the existing pier on Bickford’s Island in Cape Porpoise and the related real estate, fixtures, personal property, easements and other rights belonging to the Town of Kennebunkport and any replacement, improvement, extension or modification of said premises and facilities made hereafter.
 - b. **Town:** “Town” means the Town of Kennebunkport organized and existing as a municipal corporation under the laws of the State of Maine.
3. **Purposes:** The Cape Porpoise Pier shall be managed by the municipal officers of the Town, or their designee, primarily as a public fish pier for the berthing, servicing, loading, offloading, repair and other needs of commercial fishing vessels. To the extent compatible with its primary use as a public fish pier, and to the extent permitted by agreements between the Town and the State of Maine, the pier shall also be available for use by other vessels, by residents of the Town, and by members of the general public.
4. **Fee structure:** After notice and public hearing, the municipal officers shall establish a reasonable schedule of fees for the use of the Cape Porpoise Pier, its related facilities, and for services provided at the pier. In establishing the schedule of fees, the municipal officers shall consider the value of the services provided, the costs to the Town for administration, maintenance, salaries, equipment, debt service and repairs to the pier, the expenses incurred by the Town for piers, docks and harbors and the amounts collected by the Town in personal property taxes on boats. Copies of the schedule of fees as established by the municipal officers shall be available at the municipal office during normal business hours and shall be posted in the vicinity of the Cape Porpoise Pier.
5. **Regulations:** After notice and public hearing the municipal officers are authorized to adopt regulations governing the rules of operation of the Cape Porpoise Pier which rules shall be designed to ensure its primary use as a fish pier, to prevent obstruction, overcrowding and unnecessary delays, to prevent personal injury or damage to vessels or property, to maintain safe and healthful conditions, to prevent vandalism and theft of property, to establish reasonable limits on the hours of operation, to prevent disturbance of the peace, to ensure that fees established are collected, and to govern such other matters as may be necessary or useful to the management and operation of the pier.

6. **Authority to contract:** The municipal officers are authorized to contract on such terms and conditions as are in the best interest of the Town with private persons or corporation for the provision of services to fishermen, vessels, residents of the Town and members of the public using the Cape Porpoise Pier and to contract for the operation of food take-out, ship store, retail and wholesale, lobster pounds and other incidental businesses on the Cape Porpoise Pier facilities. Prior to entering into any such contract, the municipal officers shall give notice of their intention to enter into such a contract and shall afford interested persons a reasonable opportunity to submit proposals for consideration.
7. **Cape Porpoise Pier Account:** All fees, rents leasehold payments of other sums collected by the Town in connection with the operation of the Cape Porpoise Pier shall be kept in a separate account to be known as the Cape Porpoise Pier Account. The funds in said account shall be used by the municipal officers to supplement any other sums appropriated by the Town for the costs associated with the Cape Porpoise Pier, including without limitation, expenses for administration, salaries, debt service, maintenance, equipment and repairs. Funds remaining in the Cape Porpoise Pier Account at the end of the fiscal year shall not lapse and such funds shall not be transferred to other accounts unless by vote of the Town at a regular or special town meeting.
8. **Authority to Retain Pier Manager:** The municipal officers are authorized to contract with or employ a Pier Manager and such other personnel as may be necessary to the operation of the Cape Porpoise Pier on such terms and conditions as are in the best interest of the Town. The municipal officers may delegate to the Pier Manager responsibility for the management and operation of the Cape Porpoise Pier under the general direction and supervision of the municipal officers, provided that the municipal officers shall not delegate the authority to establish fees under S4, to adopt regulations under S5 or to enter into contracts under S6 of this ordinance.
9. **Penalties:** Whoever violates the provisions of this ordinance or any regulation or rule established under this ordinance shall be punished by a fine of not more than \$100 for each such occurrence. If any violation continues for a period longer than 24 hours, each day that it continues shall be deemed a separate violation subject to the penalty herein provided. The right of any person to sue the Cape Porpoise Fish Pier may be suspended by the municipal officers, after reasonable notice and hearing, for failure to pay any fees due or for violation of regulations adopted pursuant to this ordinance.
10. **Notice:** The notice requirements under §4, 5, and 6 of this ordinance shall be met by posting in three public places within the Town and by publication in a newspaper of general circulation at least seven days prior to the hearing.

Adopted – April 14, 1982 at a Special Town Meeting

AGENDA ITEM DIVIDER

Memorandum

To: Board of Selectmen

From: Laurie Smith, Town Manager

Date: June 23, 2022

Re: Request to issue Quit Claims for 89 Wildes District Road and 49 Turbats Creek Road

On May 19, 2022 the Town of Kennebunkport received payment from Dinorah Spalding in the amount of \$18,520.40 for payment of all sewer, taxes, fees and interest due; as well as pre-payment for the new tax year.

49 Turbats	Sewer	2020	544.47		89 Wildes	Sewer	2020	544.47		Total	Sewer	2020	1,088.94	
		2021	577.01				2021	577.01				2021	1,154.02	
		2022	499.52				2022	499.52				2022	999.04	
			1,621.00					1,621.00					3,242.00	
	Taxes	2021	1,476.09			Taxes	2021	1,740.27			Taxes	2021	3,216.36	
		2022	2,402.73				2022	3,693.87				2022	6,096.60	
		2023	2,351.04	Estimated			2023	3,614.40	Estimated			2023	5,965.44	Estimated
			6,229.86					9,048.54					15,278.40	
Total			7,850.86		Total			10,669.54		Total			18,520.40	

We are seeking approval from the selectmen to process Quit Claims on both of these properties.

MUNICIPAL QUITCLAIM DEED WITHOUT COVENANTS

KNOW ALL BY THESE PRESENTS THAT the Inhabitants of the Town of Kennebunkport, a body corporate and politic located in York County, State of Maine, for consideration paid, release to Spalding, Dinorah a certain parcel of land with buildings thereon, if any, located in the Town of Kennebunkport, York County, State of Maine, identified as follows:

Map Lot 021-009-034, on the Town Assessors' maps for Town, which are on file at the municipal office, being the same premises described in Town of Kennebunkport Tax Lien Certificates, recorded in the York County Registry of Deeds on November 10, 2020 in Book 18444 Page 267 and October 20, 2021 in Book 18843 Page 737.

The Inhabitants of the Town of Kennebunkport have caused this instrument to be signed in its corporate name by Sheila Matthews-Bull, Allen A Daggett, Edward W Hutchins, Patrick A. Briggs, Michael Weston its Municipal Officers duly authorized.

Witness our hands and seals this 23rd day of June 2022.

Inhabitants of the Town of Kennebunkport

Witness

Witness

Witness

Witness

Witness

ACKNOWLEDGEMENT

State of Maine
York, County, ss.

June 23, 2022

Then personally appeared before me the above-named Sheila Matthews-Bull, Allen A Daggett, Edward W Hutchins, Patrick A. Briggs, Michael Weston, the Municipal Officers of the Town of Kennebunkport and acknowledged the foregoing to be their free act and deed in their said capacity and the free act and deed of the Inhabitants of said Municipality.

Before me,

MUNICIPAL QUITCLAIM DEED WITHOUT COVENANTS

KNOW ALL BY THESE PRESENTS THAT the Inhabitants of the Town of Kennebunkport, a body corporate and politic located in York County, State of Maine, for consideration paid, release to Spalding, Dinorah a certain parcel of land with buildings thereon, if any, located in the Town of Kennebunkport, York County, State of Maine, identified as follows:

Map Lot 020-004-011, on the Town Assessors' maps for Town, which are on file at the municipal office, being the same premises described in Town of Kennebunkport Tax Lien Certificates, recorded in the York County Registry of Deeds on November 10, 2020 in Book 18444 Page 268 and October 20, 2021 in Book 18843 Page 736.

The Inhabitants of the Town of Kennebunkport have caused this instrument to be signed in its corporate name by Sheila Matthews-Bull, Allen A Daggett, Edward W Hutchins, Patrick A. Briggs, Michael Weston its Municipal Officers duly authorized.

Witness our hands and seals this 23rd day of June 2022.

Inhabitants of the Town of Kennebunkport

_____	_____
Witness	
_____	_____
Witness	
_____	_____
Witness	
_____	_____
Witness	
_____	_____
Witness	

ACKNOWLEDGEMENT

State of Maine
York, County, ss.

June 23, 2022

Then personally appeared before me the above-named Sheila Matthews-Bull, Allen A Daggett, Edward W Hutchins, Patrick A. Briggs, Michael Weston, the Municipal Officers of the Town of Kennebunkport and acknowledged the foregoing to be their free act and deed in their said capacity and the free act and deed of the Inhabitants of said Municipality.

Before me,

AGENDA ITEM DIVIDER

**Town of Kennebunkport, Maine
Policy Regarding Check Disbursement Prior
To Expenditure Warrant Approval**

Purpose. This policy allows designated municipal officers (selectmen), acting on behalf of the full board of municipal officers, to review, approve, and sign municipal treasurer's disbursement warrants, for wages and benefits, state fees, and school district costs only.

This policy is additional to, not in lieu of, majority power. Nothing in this policy is intended to replace the authority of the full board of municipal officers, acting by majority vote, to act on any treasurer's warrant, including warrants for wages and benefits. Delegation of authority. Pursuant to 30-A MRSA § 5603(2)(A)(1), the following authority is granted with respect to treasurer's disbursement warrants for municipal employee wages and benefits only:

Current municipal officers. The municipal officers in office at the time of execution of this policy are:

Allen Daggett, Sheila Mathews-Bull, D. Michael Weston, Edward Hutchins, and Patrick Briggs.

Any one of the municipal officers named above, acting alone, may review, approve, and sign such warrants.

Deadline for bill submission

To be considered for payment on the next expenditure warrant, bills for payment must be received by the Treasurer of Kennebunkport at least two working days prior to the scheduled meeting of the Board of Selectmen at which an expenditure warrant signing is scheduled. The treasurer, may, at his/her discretion, present vouchers for payment after the deadline when time permits, or doing so is in the best interest of the town.

Effective date. This policy becomes effective on the date indicated below.

Lapse. This policy lapses one year after its effective date, if not sooner amended or cancelled.

Renewal. This policy may be renewed at any time before its lapse. Thereafter, it may be readopted at any time. Any renewal is valid for one year from its effective date, unless a sooner date of expiration is specified.

If the municipal treasurer is an appointed official, the treasurer shall remind the municipal officers to consider renewing this policy annually before it lapses.

Dated: June 23, 2022

Municipal Officers:

Sheila Mathews-Bull

D. Michael Weston

Allen A. Daggett

Patrick A. Briggs

Edward W. Hutchins

AGENDA ITEM DIVIDER

Kennebunkport Public Health

June 8, 2022

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

Please accept this generous gift of \$100.00 from anonymous donor 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

Barbara L. Rencurrel, Trustee
893 Kings Highway
Kennebunkport, ME 04046
12079674824

7023

52-60/112

Pay to the
Order of

1 year of Kennebunkport
June 7, 2022
\$ 100.00

Date

Dollars



Key Bank
1 Post Office Square
Kennebunk, MA 04043

For

Barbara L. Rencurrel

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