



TOWN OF KENNEBUNKPORT, MAINE

Board of Selectmen Agenda January 14, 2021 @ 6:00 PM VIRTUAL MEETING VIA ZOOM ([Instructions](#))

Ways to join this webinar

Join by **computer or mobile device** and click on <https://zoom.us/j/94069737684>

or go to **ZOOM** and enter the **webinar ID: 940 6973 7684**

By **phone** 1 (301) 715 8592 US

1. Call to Order.
2. Approve the December 22, 2020 and December 23, 2020, 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. Commendation for Matthew Philbrick and Brian Fairfield.
5. Appointment of Chris Mayo as Interim Harbormaster of the Kennebunk River.
6. Set the number of shellfish licenses, license fees, and the length of the season.
7. Solid Waste Committee recycling presentation.
8. Review proposed revisions to the Animal Control Ordinance as submitted by the Beach Advisory Committee.
9. Review of proposed improvements of Colony Avenue.
10. Authorize Memorandum of Understanding with Southern Maine Solar Collaborative.
11. Amendment to Emergency Paid Sick Leave Policy adopted on 04/06/2020.
12. Accept donation of \$10,000 from Timothy Harrington to the Nurse's general account.
13. Accept donation of \$2,000 from an anonymous donor to the Nurse's general account.

14. Accept donation of \$500 from an anonymous donor to the Nurse's general account.

15. Accept donation of \$120 from Allison & Randy Stevens to the Nurse's general account.

16. Accept donation of \$150 from Deb Lennon to the Nurse's general account.

17. Accept donation of \$1,200 from Ben & Tara Rubin to the Recreation Scholarship account to cover kids in daycare/educational assistance program.

18. Accept donation of \$361.67 from Church on the Cape to the Emergency Fuel Fund.

19. Accept the following donations to the Carol Cook Garden:

- \$5 from Melissa Mayfield
- \$5 Megan Blakemore
- \$20 from Eleanor Nunan
- \$20 from David & Lucy Hardy
- \$20 from Martha Healy-Fried
- \$20 from Gaby Grekin & Brian Fairfield
- \$25 from Judy Merrill
- \$25 from Deborah & Paul Gelardi
- \$25 from Jamie Ramsey
- \$25 from Mary Bridge & Mark Rusconi
- \$25 from Richard & Kristen Woodman
- \$25 from Ken & Charlotte Bell
- \$25 from Lisanne James
- \$50 from Cheryl Kane
- \$50 from Deb Smith
- \$50 from Annabelle Wainman
- \$50 from Alan & Heidi Boucher
- \$50 from Ed MacLeod
- \$50 from Debra Lennon
- \$50 from Charles & Susan McLaughlin
- \$50 from Cynthia Clement
- \$100 from Kennebunk Portside Rotary
- \$100 from Bob Convery
- \$100 from Carolyn Sherman
- \$100 from Tom & Ann Galligan

20. Other Business.

21. Approve the January 14, 2021, Treasurer's Warrant.

22. Adjournment.

AGENDA ITEM DIVIDER

**Town of Kennebunkport
Board of Selectmen Workshop VIA Zoom
December 22, 2020
6:00 PM**

MINUTES

Selectmen attending via Zoom: Patrick A. Briggs, Allen A. Daggett, Ed Hutchins, Sheila Matthews-Bull, and D. Michael Weston.

Others attending via Zoom: Laurie Smith, Werner Gilliam, Tracey O'Roak and others

1. Call to Order.

Chair Daggett called the meeting to order at 6:00 PM. He took **roll call** of Selectmen present: Patrick Briggs, Allen Daggett, Sheila Matthews-Bull, Ed Hutchins and D. Michael Weston.

2. Workshop the Short Term Rental Ordinances.

Chair Daggett gave a summary of the workshop format. He also made it clear that the Board of Selectmen are not trying to eliminate or prevent short term rentals in Kennebunkport. The intent is just to regulate them. Discussion ensued regarding the draft ordinance and the timeline to be followed in order to have the ordinance voted at town meeting in June.

3. Other Business.

There was no other business.

4. Adjournment.

The meeting adjourned at 7:00 PM.

Submitted by:
Tracey O'Roak
Administrative Assistant

**Town of Kennebunkport
Board of Selectmen Meeting
December 23, 2020 @ 9:00 AM
VIRTUAL MEETING VIA ZOOM**

MINUTES

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

Others attending via Zoom: Laurie Smith, Jennifer Lord and Tracey O'Roak

1. Call to Order.

Chair Daggett called the meeting to order at 9:00 AM. He took **roll call** of Selectmen present: Patrick Briggs, Allen Daggett, Sheila Matthews-Bull, Ed Hutchins, and D. Michael Weston.

2. Approve the December 10, 2020, selectmen meeting minutes.

Motion by Selectman Briggs, seconded by Selectman Matthews-Bull to approve the December 10, 2020 selectmen meetings minutes. **Roll Call Vote:** Briggs, Daggett, Matthews-Bull, Hutchins and Weston. **Voted 5-0. Motion passed.**

3. Accept the \$20 donation from Roberta Sanborn dedicated to the nurse's general account.

Motion by Selectman Hutchins, seconded by Selectman Matthews-Bull to accept the \$20 donation from Roberta Sanborn. **Roll Call Vote:** Briggs, Daggett, Matthews-Bull, Hutchins, and Weston. **Voted 5-0. Motion passed.**

4. Accept the following donations to the Carol Cook Garden:

- \$25 from Susan Streiff
- \$10 from Jane Firth
- \$30 from Robert Dyer
- \$35 from James and Cornelia Stockman
- \$50 from Lynda Bryan
- \$50 from Barbara Rencurrel
- \$100 from Allen Daggett
- \$100 from Tracey O'Roak
- \$100 from Stanley and Barbara Barwise

Motion by Selectman Hutchins, seconded by Selectman Briggs to accept the above referenced donations. **Roll Call Vote:** Briggs, Daggett, Matthews-Bull, Hutchins, and Weston. **Voted 5-0. Motion passed.**

5. Other Business.

Treasurer Jennifer Lord presented an Amended Resolution to authorize the Town to issue up to \$2,000,000 in bonds for a Wastewater Treatment Plan and Pump Station Upgrades Project.

Motion by Selectman Matthews-Bull, seconded by Selectman Hutchins to adopt the attached Amended Resolution. **Roll Call Vote:** Briggs, Daggett, Matthews-Bull, Hutchins, and Weston. **Voted 5-0. Motion passed.**

Town Manager, Laurie Smith announced that recycling will begin again during the week of January 11, 2021. There will be a drive-thru open house at the Public Works facility on January 9, 2021 from 9:30 am to 3:30 pm. Ecomaine will give free recycling bins to the first 100 attendees. There will be a letter and recycling schedule mailed to all property owners on December 28, 2020.

Selectman Daggett, on behalf of the entire Board, thanked Laurie Smith for her hard work and dedication to the Town over the past year, especially during the pandemic. He also announced that the Board is presenting Ms. Smith with a Christmas bonus to show appreciation for wonderful job she has done. **Motion** by Selectman Daggett, seconded by Selectman Hutchins to award Town Manager, Laurie Smith with a \$5,000 bonus. **Roll Call Vote:** Briggs, Daggett, Matthews-Bull, Hutchins, and Weston. **Voted 5-0. Motion passed.**

Ms. Smith thanked the Board for their support and willingness to be flexible this year.

Selectman Weston advised that the new post office boxes have been installed at Fireman's Park so the switchover is on schedule for December 31, 2020. Boxholders will be able to keep their same number.

6. Approve the December 23, 2020, Treasurer's Warrant.

Motion by Selectman Hutchins, seconded by Selectman Briggs to accept approve the December 23, 2020 Treasurer's Warrant. **Roll Call Vote:** Briggs, Daggett, Matthews-Bull, Hutchins, and Weston. **Voted 5-0. Motion passed.**

7. Adjournment.

Motion by Selectman Hutchins, seconded by Selectman Briggs to adjourn. **Roll Call Vote:** Briggs, Daggett, Matthews-Bull, Hutchins, and Weston. **Voted 5-0. Motion passed.**

The meeting adjourned at 9:15 AM.

Submitted by:
Tracey O'Roak
Administrative Assistant

AGENDA ITEM DIVIDER



Certificate of Selectmen's Commendation

Presented on January 14, 2021 to

Matthew Philbrick

in recognition of the valor demonstrated by a person in a meritorious lifesaving act on January 6, 2021. While treating roads for icy conditions, at great personal risk, Matt went to the rescue of a resident who had fallen waist deep into a drainage area off School Street and was unable to get out of the cold water. His action saved the resident from serious life-threatening injury.



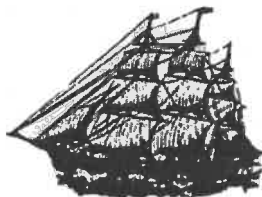
Certificate of Selectmen's Commendation

Presented on January 14, 2021 to

Brian Fairfield

In recognition of the valor demonstrated by a person in a meritorious lifesaving act on January 6, 2021. While driving on School Street, Brian noted a Public Works employee rescuing a resident from the water in a drainage area. Brian stopped and assisted with the rescue, found the resident's dog, and returned it to its home. Brian gave the resident's spouse assurance that KEMS Rescue was treating the resident and facilitated family communications after the rescue.

AGENDA ITEM DIVIDER



KENNEBUNKPORT TOWN CLERK

To: Laurie Smith
Kennebunkport Board of Selectmen

From: Tracey O'Roak, Town Clerk

Re: Shellfish Licenses for 2021

Date: January 5, 2021

Everett Leach, Shellfish Warden, and the Shellfish Conservation Committee are recommending the following Shellfish Licenses be issued in 2021 (the same allocation as last year):

Recreational:

Resident Recreational	75 Licenses
Non-resident Recreational	8 Licenses
Warden Recreational	1 License

Commercial

Resident Commercial	2 Licenses
Non-resident Commercial	0 Licenses

Daily

Daily Licenses	0 Licenses
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The Committee also recommends:

- The flats will only be opened from April 15 through October 15.
- Digging will only be allowed on Friday, Saturday, and Sunday.
- Recreational diggers may only take 1 peck per week.
- Commercial diggers may only take 2 pecks per day.

AGENDA ITEM DIVIDER



KENNEBUNKPORT
RECYCLING
UPDATE

14 January 2021



Status

ecomaine

- Curbside Recycling has begun as of the week of 12 January.
- Opening Event at the Town Garage was a great success...
 - Lots of excitement in anticipation of the re-start of recycling.
 - All of the available bins (over 130), and lots of education materials were distributed.
 - Over 300 folks attended the event.





Making Recycling Work

ecomaine

- The Town has done their part...
 - Our Select Board has approved funding.
 - New contracts for recycling collection and processing have been signed.
- **NOW** – It's we, the residents, that must make recycling work.
 - The only three issues we, as residents, need to tackle are:
 - Contamination,
 - Contamination, and...
 - Contamination!
- How hard can that be??



Contamination = Higher Town Costs

ecomaine

- Here are the facts:
 - An extra fee must be paid by the Town for every ton of contaminated recycling.
 - Our contracted cost for recycling is currently ~\$95/ton.
 - Additional contamination fees:
 - Loads that contain 6-10% contaminants by volume incur an \$35 per ton fee,
 - Loads that contain 11-15% contaminants by volume incur a \$45 per ton fee,
 - Loads that contain 16-20% contaminants by volume incur a \$55 per ton fee,
 - Loads that contain 21-25% contaminants by volume incur a \$65 per ton fee,
 - Loads which contain 26% or higher contaminants by volume incur a \$76+ per ton fee.
 - **Our recycling in the past was consistently over 20% contaminated.***
 - We must do better now and in the future.

* Because of (what is now) an expired agreement, Kennebunkport did not previously pay a contamination fee.



Contamination Prevention

ecomaine

- Only YOU can prevent contamination!
- Simple Action Plan:
 - Carefully read the Recycling Do's and Don'ts card.
 - Keep it handy and refer to it often.
 - When in doubt, access ecomaine's Recyclopedica:
 - <https://www.ecomaine.org/what-can-be-recycled/recyclopedica>
 - Still in doubt? Throw it out!
 - End all wish-cycling. ("Gee, I wish/think this is recyclable.")
- Remember the Solid Waste Hierarchy:
 - REDUCE – REUSE – RECYCLE

ecomaine: the way trash should be

Trash and Recycling Processing for
Maine Communities

Let's Keep it Clean

Contamination in recycling Costs everyone

- Kennebunkport in extra fees
- ecomaine in the quality of recycling we sell
- The environment in ruined materials
- And even in safety risks for truck drivers & ecomaine staff

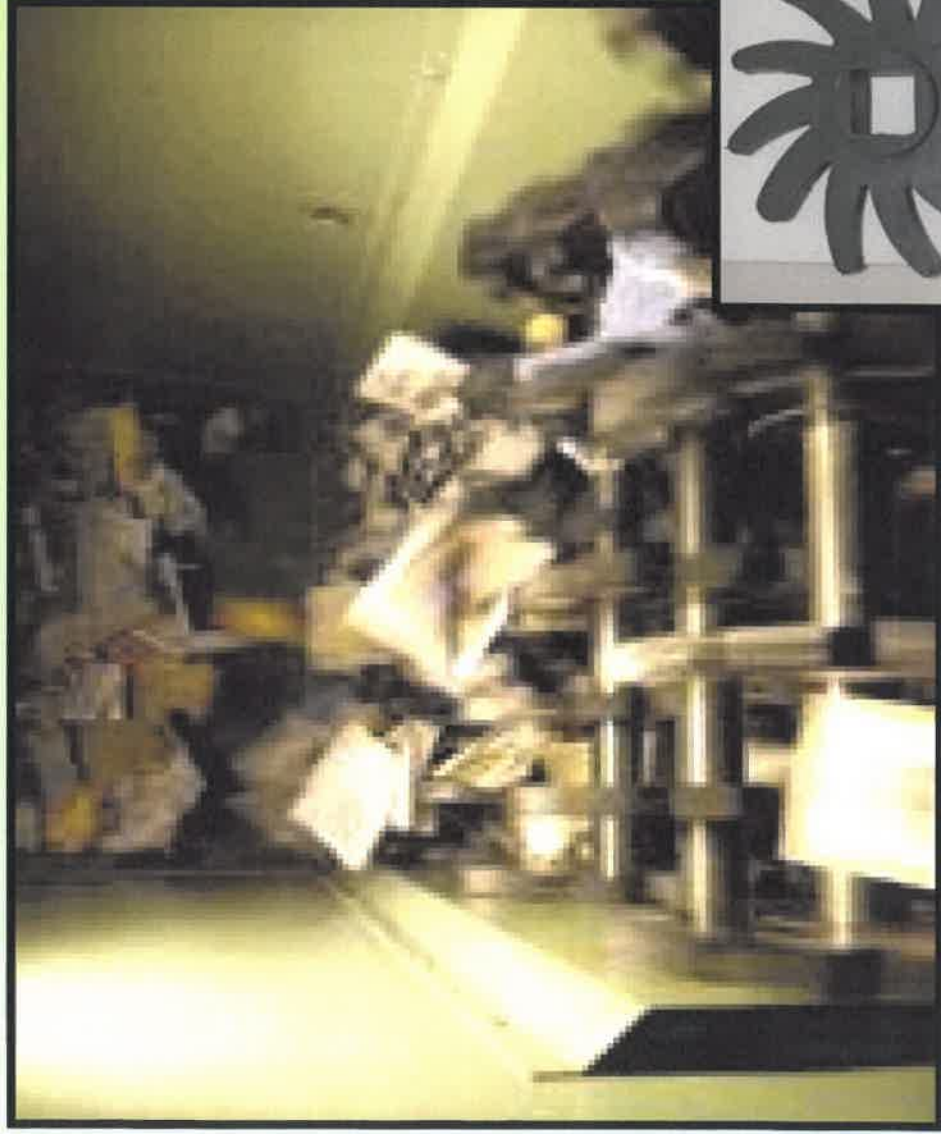


ecomaine.org

ecomaine³

Mechanical Sorting

Star Screen Separators



Separating Corrugated Cardboard



Separating Paper & Boxboard



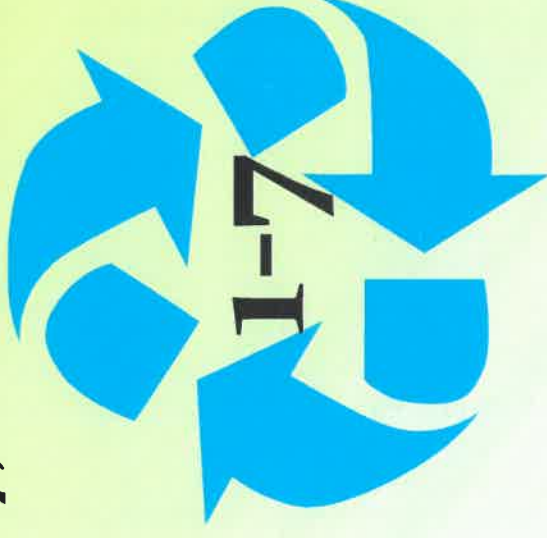
Cardboard and paper are both removed by spinning stars! (video)



Plastic Rule of Thumb

You **MUST** answer **YES** to all 3 of these questions:

- ❖ Does it have a number (1-7) in the middle of the chasing arrows?
- ❖ Is it rigid or hard?
- ❖ Is it a container?



***No Styrofoam® ever. Even if it has recycling triangle and is marked#6**



Plastic Do's

All empty, rigid plastic containers, labeled #1-7 and under 5 gallons in size are recyclable at ecomaine (except all Styrofoam)



Plastic Film Don'ts



Every kind of plastic bag, plastic film are not recyclable at ecomaine because they get stuck in our sorting equipment! **BUT** there are collection bins for some of the plastic films at the front of most grocery store's which get recycled.

Consider the safety aspect!

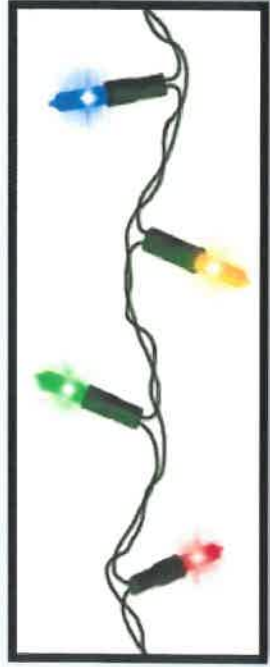
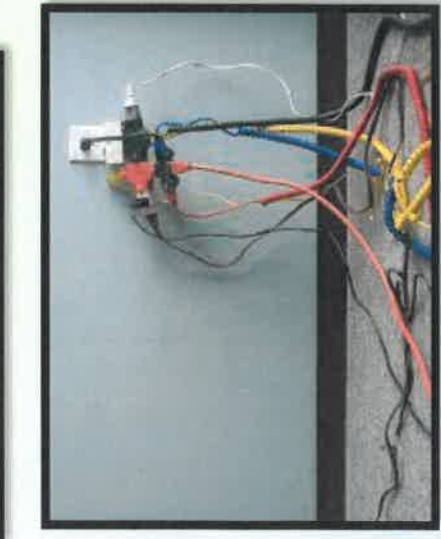
**Consider reuse or
plasticfilmrecycling.org**



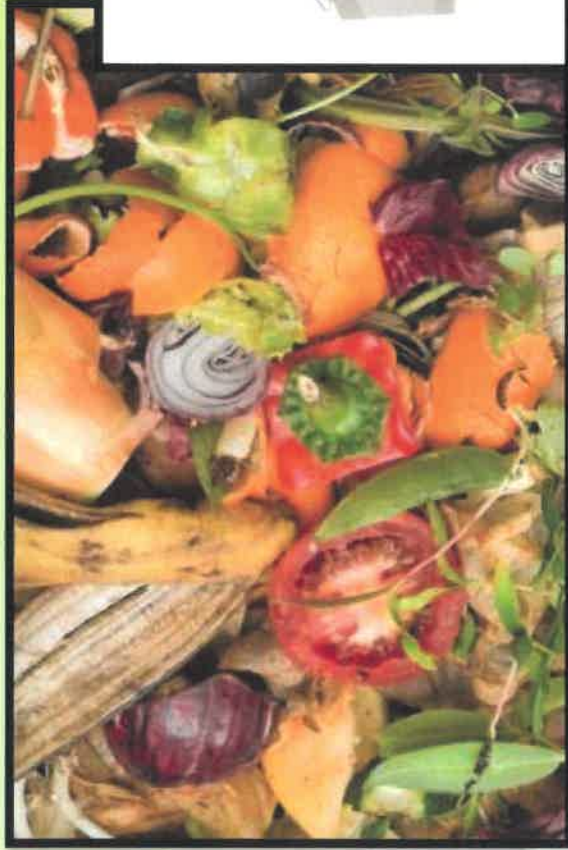
The destiny of plastic bags/ film/tanglers in Sort Recycling



“Tangler Don’ts



Other Don'ts



How Clean is Clean? Food Contamination

- Use up product (food, condiments hand lotion etc.)
- Dump all liquids
- Rinse containers with water
- No need to wash with soap
- Residue is OK



Food Contamination

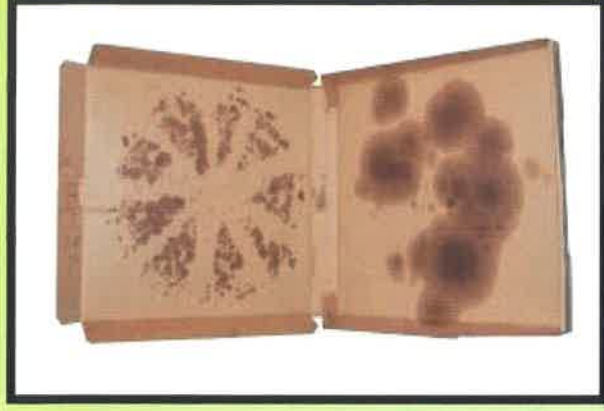
Grease OK,
food Not OK

Peanut Butter Jar



OK

Hummus



NOT
OK



Please empty & rinse containers with water, No need to wash with soap

Perfect Single Sort Load



A lot of what we get:

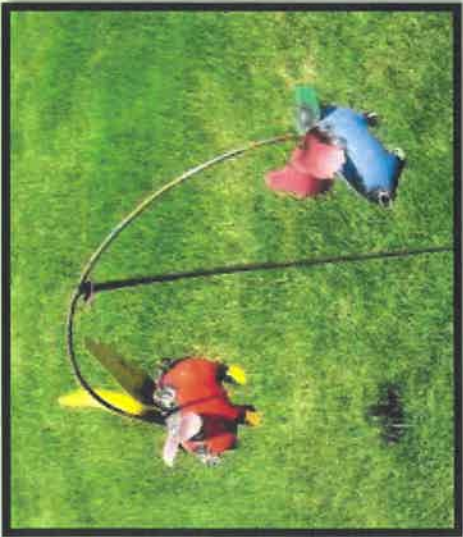


Wish-cycling

The process of throwing
inappropriate
items into the
recycling bin,
hoping they will
be recycled!



Wish-cycling



Flammable!



Corrosive acid-Super dangerous!

Lithium ion batteries



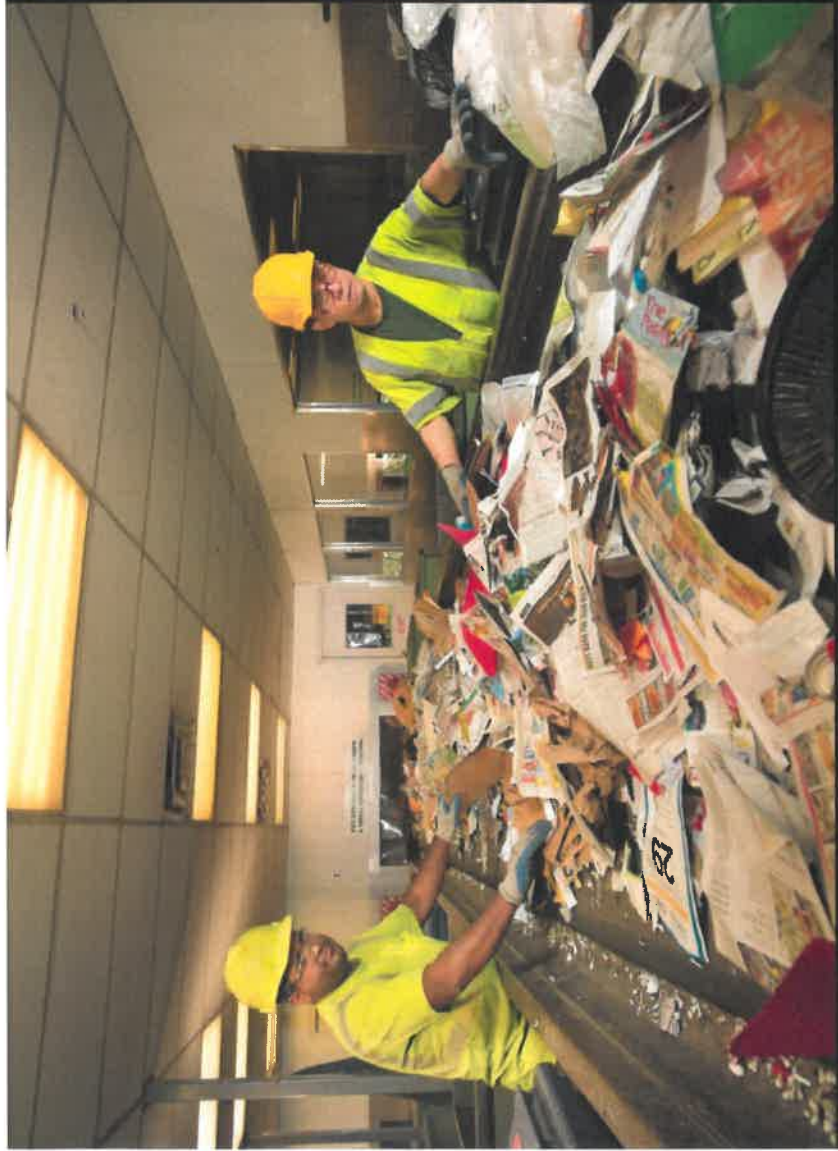
ecomaine²⁰

ecomaine.org

Inappropriate metals...



Manual sorting Please remember our staff

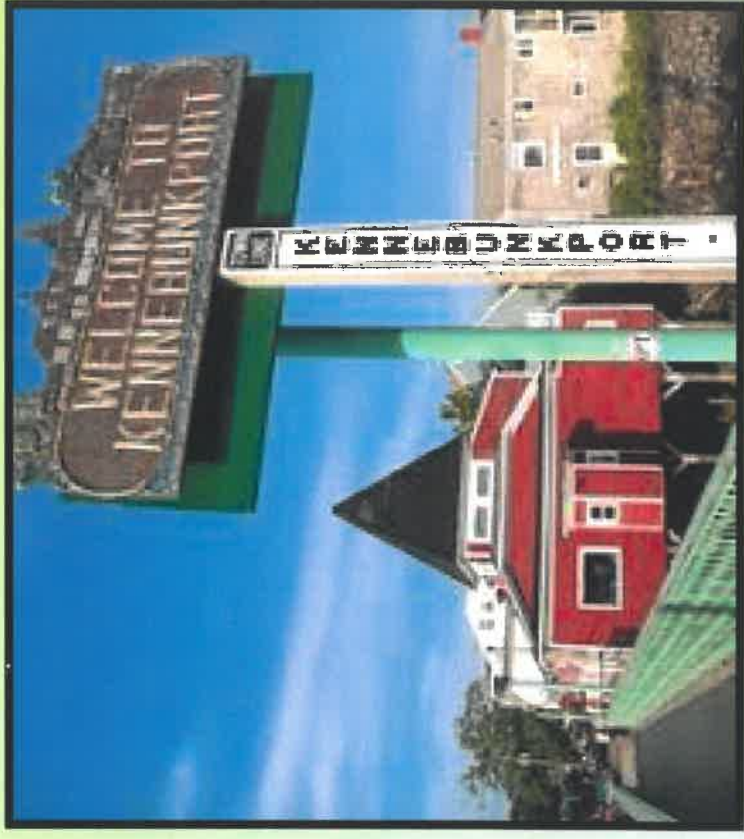


Get that
contamination out-
It starts at home
& work

**Let's go Kennebunkport!
You got this!**



**Thank you
for joining
our team!**



ecomaine

Lissa Bittermann, Business Development Manager
bittermann@ecomaine.org

207 -523-3119

www.ecomaine.org



Don't see it here?
Look it up in ecomaine's
free Recyclopedia app!
www.ecomaine.org/101



AGENDA ITEM DIVIDER

Adopted at the Annual Town Meeting on June 9, 2015
Amended November 3, 2015

ANIMAL CONTROL ORDINANCE

Section A: Purpose

The purpose of this ordinance is to require that all animals in the Town of Kennebunkport be kept under the control of their owner or keeper at all times so that they will not injure persons or other animals, damage property or create a public safety threat.

The provisions of this ordinance that apply to the owner of an animal apply equally to any person keeping, or having control, custody or possession of that animal.

Section B: Definitions

1. **ANIMAL:** Every living, sentient creature not a human being.
2. **ANIMAL CONTROL:** Control of dogs, cats and domesticated or undomesticated animals.
3. **ANIMAL CONTROL OFFICER:** Any person appointed by the Town of Kennebunkport to enforce animal control laws.
4. **ANIMAL SHELTER:** A facility that includes a physical structure that provides temporary shelter to stray, abandoned, abused or owner-surrendered animals.
5. **AT LARGE:** Off the premises of the owner, unleashed and not under the Voice and Sight control of a responsible party.
6. **BEACH:** The beaches within the Town of Kennebunkport commonly referred to as Goose Rocks Beach, Colony Beach, and Cleaves Cove.
7. **DOG:** Any of large and varied groups of domesticated animals in the canine family.
8. **LEASH:** Hand held device, 15 feet or less in length, which can be used to restrain a dog.
9. **LIMITED DOG ACCESS AREA:** Any beach area on Goose Rocks Beach, Colony Beach or Cleaves Cove, that is designated by the Board of Selectmen or designee for special protection of piping plovers or other endangered species based upon scientific and historical data, where dogs may be either prohibited entirely or permitted only if on-leash based on time of day and/or date, as

provided herein or pursuant to rules adopted hereunder. This designation may be seasonal or permanent.

10. **NESTING AREA:** Any beach area on Goose Rocks Beach, Colony Beach or Cleaves Cove, that has been roped off, fenced off or otherwise demarcated or posted by governmental officials or their agents to protect the nesting site of a piping plover or of any other endangered species protected under federal or state law.
11. **OWNER:** Owner or any person or persons, firm, association or corporation owning, keeping or harboring an animal or any person having custody, possession, or control of an animal.
12. **RESPONSIBLE PARTY:** Any person who has custody, possession or control of a dog, whether or not that person is the Owner.
13. **VOICE AND SIGHT CONTROL:** "Voice Control" means that the dog returns immediately to and remains by the side of the responsible party in response to the responsible party's verbal command. "Sight Control" means that the dog is always within sight of the responsible party and the dog is capable of complying with Voice Control. If a dog approaches or remains within 10 feet of any person other than the responsible party, that dog is not under voice control and is in violation of this Ordinance unless such person has communicated to the responsible party by spoken word or gesture that such person consents to the presence of the dog. A dog barking repeatedly is not considered under Voice and Sight Control.

Section C: Requirements for Control of Animals

1. **AT LARGE DOGS:** It is unlawful for any dog, licensed or unlicensed, to be at large within the Town of Kennebunkport, except when used for hunting. Dogs shall be considered at large unless leashed or under Voice and Sight Control of a responsible party. A responsible party shall maintain control of their dog(s) at all times, not allow the dog(s) to charge, chase or display aggression towards any person, or disturb or harass any person, other dogs or wildlife. A responsible party shall have a leash in his/her possession for any dog that is off leash. The owner of any dog found at large or otherwise in violation of this section will be subject to the civil penalties provided in the Ordinance and/or Maine State Law, Title 7, Section 3911.
2. **DOGS LEASHED:** A leash shall be used to restrain a dog: (a) if the dog fails to respond to voice commands when off the premises of the owner, (b) when a dog is walking with a responsible party on roads and sidewalks in the Town of Kennebunkport, or (c) if the responsible party is ordered by the Animal Control Officer or a law enforcement officer to leash the dog. The owner of any dog found in violation of this section will be subject to the civil penalties provided in the Ordinance.

3. **IMPOUNDMENT OR RETURN OF AT LARGE DOGS:** All dogs found at large in violation of this Ordinance or Title 7, M.R.S.A., Section 3911 may be impounded at the animal shelter or returned to the owner, at the discretion of the Animal Control Officer or law enforcement officer.
4. **LICENSES:** No dog shall be kept within the limits of the Town of Kennebunkport unless such dog is licensed by the owner in accordance with Maine State Law.
5. **RABIES TAGS:** Rabies tags obtained from a veterinarian for immunization against rabies must be securely attached to the dog's collar and must be worn by the dog for which the tag was issued except when the dog is hunting, in training or in an exhibition or on the premises of the owner.
6. **CONTROL OF ANIMAL WASTE:** An owner or responsible party must remove and dispose of any feces left by his/her animal on any sidewalk, street, beach, public property or private property (other than the property of the owner of the animal or of a person who has consented to the presence of the animal on his or her property). Deposit of feces left off property of the owner shall be placed in an appropriate litter receptacle.

Section D: Requirements for Dogs on Beaches

1. **AUTHORITY:** The Board of Selectmen shall have the authority to adopt specific rules governing dogs on Goose Rocks Beach, Colony Beach and Cleaves Cove that are more restrictive than the provisions of Section C or Section D(2) of this Ordinance. For example, the Board of Selectmen or designee may designate Limited Dog Access Areas on these beaches for special protection for piping plovers or other endangered species based upon scientific and historical data consistent with state and federal laws governing endangered species. For specific rules governing dogs on Goose Rocks Beach, the Board of Selectmen shall have the authority to adopt such rules after consultation with the Goose Rocks Beach Advisory Committee, in accordance with Section IV.D of the Beach Use Ordinance for Goose Rocks Beach.
2. **DOG RESTRICTIONS ON BEACHES:** The following restrictions apply to dogs on the following beaches located within the Town of Kennebunkport: Goose Rocks Beach, Colony Beach and Cleaves Cove.
 - a. An owner or responsible party shall always be required to leash their dog on any of the applicable beaches referenced above when directed to do so by a law enforcement officer or Animal Control officer.
 - b. Pet waste must be picked up immediately and disposed of properly in an appropriate litter receptacle.

- c. **The West End Plover Protection Area at Goose Rocks Beach** (“WEPPA”), which begins at Norwood Avenue and continues westerly to the Batson River, is designated a Limited Dog Access Area.
- d. From April 1 to September 30, in the Limited Dog Access Areas, dogs must be on leash at all times, except that from June 15 to September 30 between 8:30 am and 6:00 pm, no dogs are permitted on the beach (see Section 2 (i) below).
- e. From April 1 to September ~~30~~15, ~~no dog shall approach or remain within 200 feet of any clearly marked Nesting Area, except that lawns or upland properties within 200 feet of a Nesting Area are excluded from this requirement.~~ Dogs may be on the beach at any time of day except as set forth in subsection (f) below but must be on leash at all times and must comply with subsections (a), (c) and (d) above.
- f. ~~From April 1 to September 30, dog owners who live within 200 feet of a Nesting Area must leash their dog when attempting to access the beach and stay as far away as possible from the Nesting Area.~~ From June 15 through Labor Day, dogs are not permitted on the beach from 9:00 AM to 5:00 PM. This provision does not apply to use of a service dog by a person with a disability when the dog is required to perform work or tasks directly related to the person’s disability.
- g. From April 1 to June 14th, dogs must be on leash on the beach at all times other than between 6:00 am and 7:30 am, when they may be off leash if under Voice and Sight Control, except to the extent the restrictions in Sections D(2)(d), (e) or (f) above may require otherwise.
- h. From June 15 to September 30, if under Voice and Sight Control, dogs may be off leash on the beach between 6:00 am and 7:30 am, except to the extent the restrictions in Sections D(2)(d), (e) or (f) above may require otherwise.
- i. ~~From June 15 to September 30, dogs are not permitted on the beach between 8:30 am and 6:00 pm. This provision does not apply to use of a service dog by a person with a disability when the dog is required to perform work or tasks directly related to the person’s disability. Between 6:00 pm and 6:00 am and between 7:30 am and 8:30 am, dogs are permitted on the beach if on leash, except to the extent the restriction in Section D(2)(e) or (f) above may require otherwise. Between 6:00 am and 7:30 am, dogs may be off leash, if under Voice and Sight Control, except to the extent the restrictions in Sections D(2)(d), (e) or (f) may require otherwise.~~ From September 16 through March 31, if under voice and sight control, dogs may be off leash on the beach, except for the hours of 12:00 PM to 6:00 PM when they must remain on leash, and except to the extent the rules in Sections D(2)(a), (c) and (d) above may require otherwise.

- ~~j. From October 1 through March 31, if under Voice and Sight Control, dogs may be off leash on the beach, except between 12:00 pm and 2:00 pm when they must remain on leash.~~

Section E: Rulemaking Authority governing Other Public Resources

Notwithstanding the general rules found in Section C herein, the Board of Selectmen shall have the authority to adopt specific rules governing dogs on other publicly owned or operated lands located within the Town of Kennebunkport, such as public parks.

Section F: Penalties

1. Any person who violates any provision of this Ordinance shall be subject to civil penalties for each violation, as follows:
 - First violation: not less than \$50.00 and not more than \$100.00, plus costs and reasonable attorneys' fees.
 - Second violation: not less than \$100.00 and not more than \$250.00, plus costs and reasonable attorneys' fees.
 - Third and subsequent violations: not less than \$250.00 and not more than \$500.00, plus costs and reasonable attorneys' fees.
2. Notwithstanding multiple violations of this Ordinance, any person who violates Section C(4) (Licenses), or Section C(5) (Rabies Tags) of this Ordinance shall be subject to a civil penalty of not more than \$100.00 for each offense, consistent with 7 M.R.S.A. §§3918, 3924.
3. All civil penalties collected pursuant to this Ordinance shall be recovered to the use of the Town of Kennebunkport and deposited in the separate account required by 7 M.R.S.A. Section 3945.
4. A person issued a civil violation citation for violating this Ordinance may elect to pay the minimum penalty specified above for each violation alleged in the citation, in lieu of appearing in court to answer the citation. Such payment must be received at the Office of the Town Clerk in the amount specified by the Animal Control Officer by the seventh day prior to the court appearance date specified in the citation. Upon receipt of such payment by the Clerk, the Animal Control Officer or law enforcement officer shall cause the citation to be dismissed. However, the violations alleged in the citation shall be deemed admitted for purposes of assessing any future penalties under this section.
5. Any civil penalty collected for a violation of this Ordinance shall not preclude the Town from imposing or collecting a fine or penalty for a violation of the Barking Dog Ordinance (adopted March 10, 1984).

Section G: Severability Clause

If any part of this Ordinance shall be held invalid, such part shall be deemed severable and the invalidity thereof shall not affect the remaining parts of this ordinance.

Barking Dog Ordinance

Adopted at the Annual Town Meeting on March 10, 1984
Amended June 18, 2005

The owner of a dog or dogs, or the person having control over a dog or dogs, which disturb the peace of any person by frequently and habitually barking, howling, or creating other noise shall be punished, on the first offense, by a fine of not more than \$50.00. The second offense within a six month period shall be punished by a fine of not more than \$100.00. The third offense within a one year period shall be punished by a fine of not more than \$500.00 and the Town may ask the Court to order that such dog or dogs be forthwith removed from Town. All costs incurred by the Town as a result of prosecution, including attorneys' fees, shall be recoverable from the owner or person having control of said dogs.

AGENDA ITEM DIVIDER

WINDWARD
DEVELOPMENT

January 4, 2020

**The Colony Hotel Narrative for First Selectmen's Meeting January 15, 2021
Improvements Within the Town Right of Ways
Including Colony and Ocean Avenues**

After consultation with the Town Manager, Public Works, Town Engineer, Fire and Police Departments, Water District, and the Chair of the Lighting Committee, we are pleased to present a formal list of improvements in the Town rights of way on Colony and Ocean Avenues as they relate to The Colony Hotel North and South Campus Applications currently before the Planning Board.

1. Relocation of utilities from overhead to underground
2. Creation of sidewalks on south side of Colony Avenue and east side of Ocean Avenue with corresponding crosswalks
3. Incorporation of streetlamps (Valiant Full Cutoff LED Series AVPCL2 under 1800 lumens) along the newly built sidewalks
4. Reduce curb cuts on Colony Avenue and relocate stone entrances to new north driveways 6' off pavement
5. Landscape design and implementation so that any trees will be 10' off pavement
6. Construction of four parking spaces that partly will be located within the right of way
7. Relocation of dumpster pad outside the right of way

We look forward to presenting these safety improvements at the upcoming meeting and further discussing the public benefit of the proposed new sidewalks and streetlamps and how these improvements enhance the proposed oval greenspace.

Attachments:

1. Overall site plan of The Colony Hotel North and South Campuses
2. Right of way improvement plan
3. Draft lease agreement between The Colony Hotel and the Town of Kennebunkport regarding 4 parking spaces partially within the Town's right of way
4. Preliminary lighting specifications supplied by the Town

Space above for recording information

LANDSCAPING & INFRASTRUCTURE AGREEMENT

Boughton Hotel Corp. (“Boughton”), the owner of property on Ocean Avenue and Colony Avenue, and known as the Colony Hotel (the “Property”), in consideration of the Town of Kennebunkport (the “Town”) allowing certain landscaping and parking infrastructure improvements adjacent to the Property, but located within the bounds of Colony Avenue, hereby agrees as follows:

1. Boughton will install the landscaping and parking infrastructure in accordance with the Plan approved by the Board of Selectmen at its meeting on _____, 2020 and in accordance with the Plan approved by the Planning Board on _____, 2021. Boughton agrees that there will be no changes to the landscaping and parking infrastructure without prior approval from the Board of Selectmen and the Planning Board.
2. Boughton understands and agrees that it is responsible for the maintenance and upkeep of the landscaping and parking infrastructure within the bounds of Colony Avenue, and that the Town has no responsibility for any such maintenance and upkeep. Boughton further understands that the Town may damage some of the landscaping and parking infrastructure in the process of winter snowplowing or other road maintenance; and Boughton agrees that the Town will have no responsibility or liability for the repair of any such damage.
3. Boughton further understands that, by virtue of the Board of Selectmen’s decision to allow landscaping and parking infrastructure within the bounds of Colony Avenue, it does not acquire any rights in or to the land area on which the landscaping and parking infrastructure is located. Boughton understands and agrees that the Town can require Boughton to remove any or all of the landscaping and/or parking infrastructure within the bounds of Colony Ave, upon thirty (30) days written notice to Boughton, if the Town needs all or a portion of the landscaped area for road widening or other reasons.
4. Boughton and its successor shall maintain general liability insurance in an amount sufficient to protect itself against risks associated with this Agreement. Boughton and its successor shall indemnify, defend and hold harmless the Town from any and all claims arising from Boughton’s performance under this Agreement.
5. Boughton agrees that this Agreement shall be recorded in the York County Registry of Deeds.

Dated: _____, 2021

Boughton Hotel Corp.

By: _____
John E. Martin, Managing Partner

STATE OF MAINE
YORK, ss.

_____, 2021

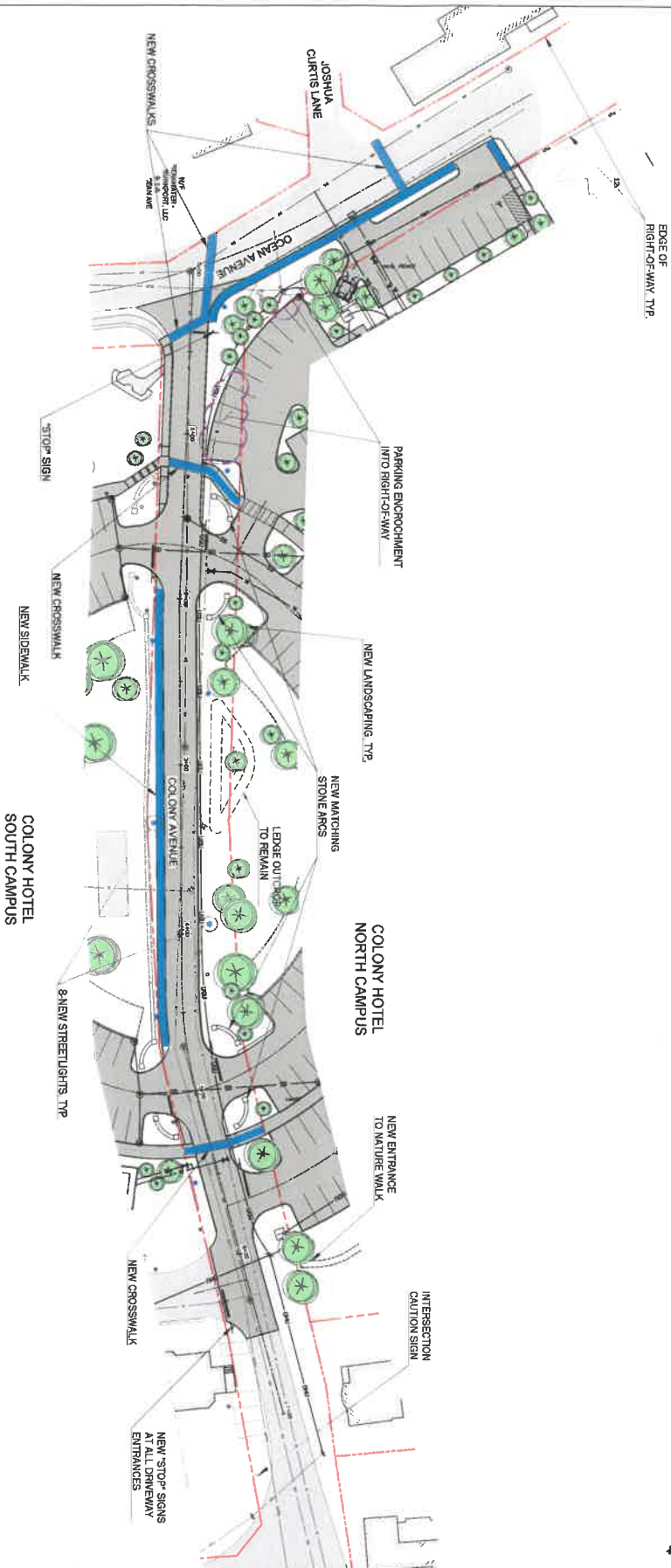
Then personally appeared the above-named John E. Martin, Managing Partner of Boughton Hotel Corp. and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of said corporation, before me,

Before me,

Notary Public / Attorney-at-Law

Print name:

Commission expires:



RIGHT-OF-WAY SUBMISSION



ISSUED FOR PERMITTING - NOT FOR CONSTRUCTION

DATE: OCT 1, 2020	SCALE: AS SHOWN	PROJECT: COLONY HOTEL RIGHT-OF-WAY PLAN
DESIGNER: JAC	CHECKER: JAC	OWNER: BOUGHTON HOTEL CORP.
DATE: OCT 1, 2020	SCALE: AS SHOWN	PROJECT: COLONY HOTEL RIGHT-OF-WAY PLAN
DESIGNER: JAC	CHECKER: JAC	OWNER: BOUGHTON HOTEL CORP.

COLONY HOTEL
 140 OCEAN AVE
 KENNEBUNKPORT, MAINE

OWNER:
BOUGHTON HOTEL CORP.
 140 OCEAN AVENUE
 KENNEBUNKPORT, MAINE

CLIENT:
WINDWARD
 DEVELOPMENT
 (ARCHITECTURAL DESIGN FIRM)
 100 Private End Road
 New Canaan, CT 06840
 203.439.1514

DATE: OCT 1, 2020
 SCALE: AS SHOWN
 PROJECT: COLONY HOTEL RIGHT-OF-WAY PLAN

WALSH
 ENGINEERS & ARCHITECTS
 100 WATER STREET
 PORTLAND, ME 04101
 TEL: 603.761.1100
 WWW.WALSH-ENG.COM

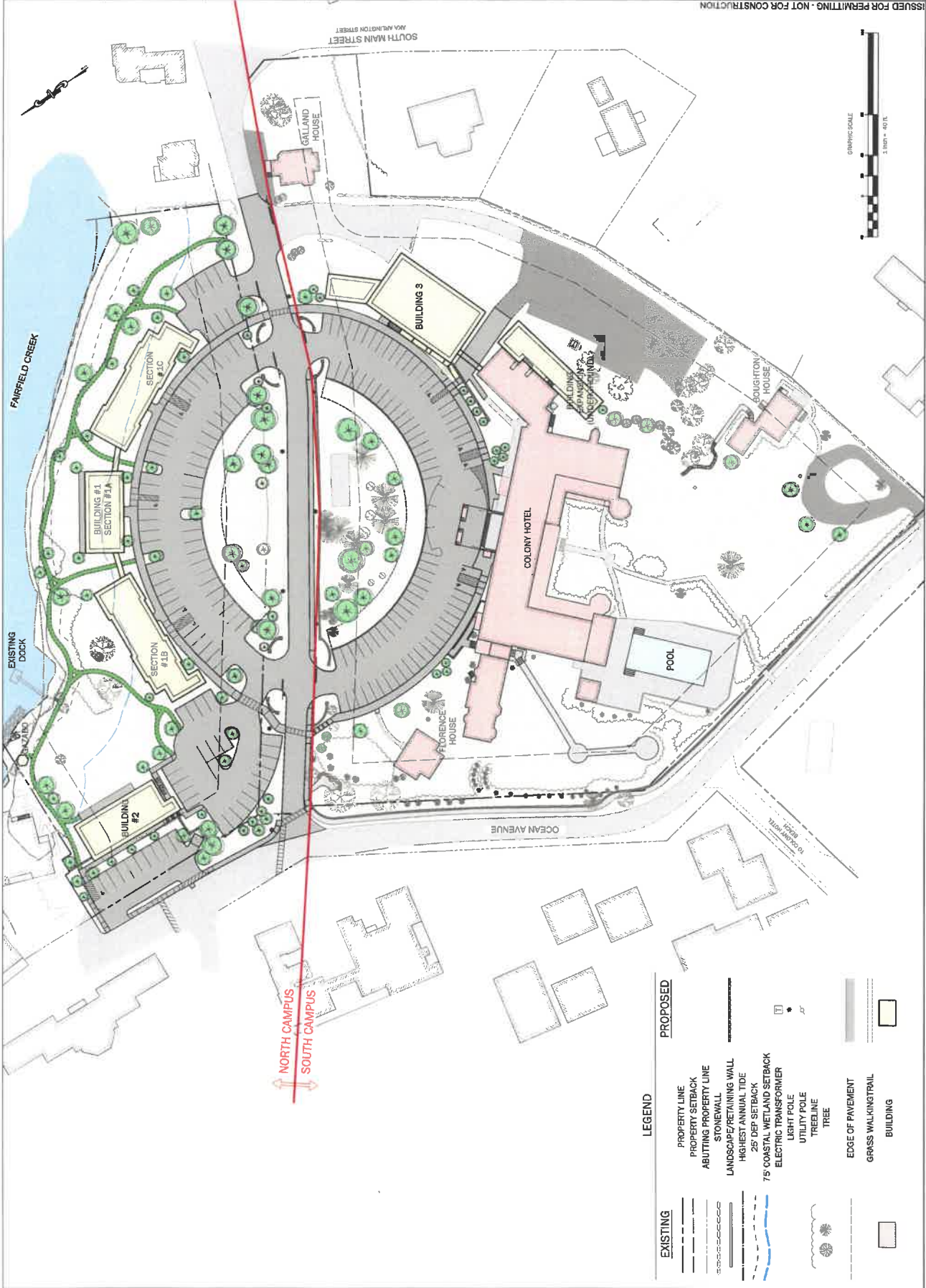
140 OCEAN AVE
KENNEBUNKPORT, MAINE
BOUGHTON HOTEL CORP.
OWNER

140 OCEAN AVE
KENNEBUNKPORT, MAINE
BOUGHTON HOTEL CORP.
OWNER

140 OCEAN AVE
KENNEBUNKPORT, MAINE
BOUGHTON HOTEL CORP.
OWNER

Date	Revised	Drawn	Checked
08/11/2021	08/11/2021	08/11/2021	08/11/2021
08/11/2021	08/11/2021	08/11/2021	08/11/2021
08/11/2021	08/11/2021	08/11/2021	08/11/2021
08/11/2021	08/11/2021	08/11/2021	08/11/2021

Overall Site Plan
Scale: 1" = 40' TL
3,800' x 40' TL
Graphic Scale
B5



EXISTING		PROPOSED	
	PROPERTY LINE		PROPERTY SETBACK
	ABUTTING PROPERTY LINE		STONE WALL
	LANDSCAPE/RETAINING WALL		HIGHEST ANNUAL TIDE
	25' DEP SETBACK		75' COASTAL WETLAND SETBACK
	ELECTRIC TRANSFORMER		LIGHT POLE
	UTILITY POLE		TREELINE
	TREE		EDGE OF PAVEMENT
	GRASS WALKING TRAIL		BUILDING

ISSUED FOR PERMITTING - NOT FOR CONSTRUCTION



PRODUCT OVERVIEW



SERIES AVPCL2

Features:

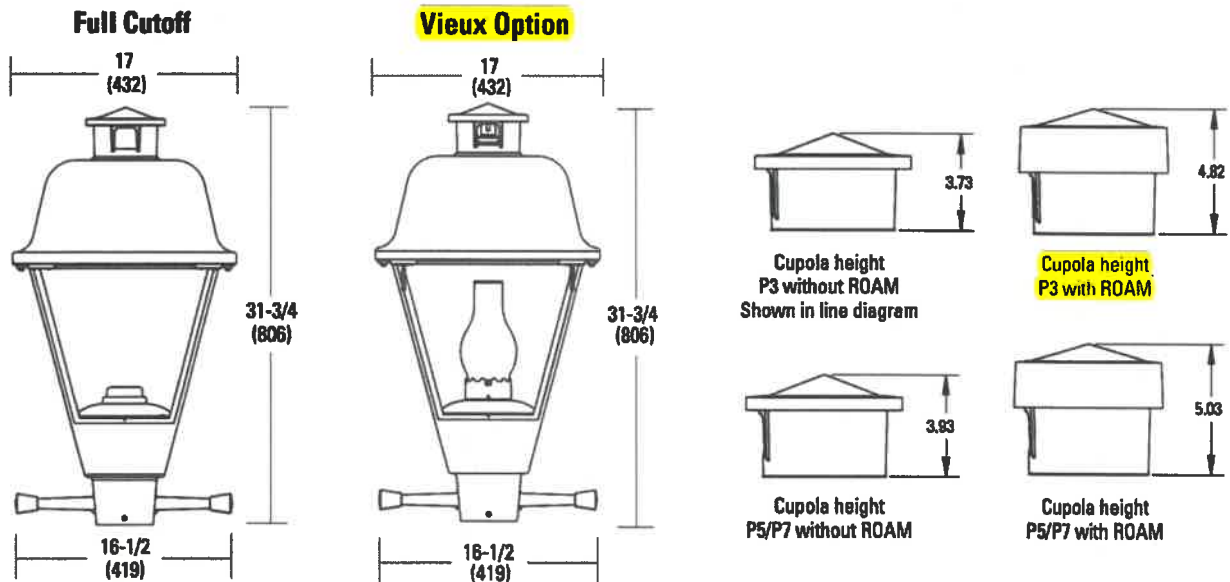
- Long-life platform: both the LED light engine and electronic multi-volt driver (120-277V) are rated
- 100,000 hrs at 25°C ambient (per LM-80)
- Optical assembly designed for maximum performance, available in Type II, Type III and Type V
- Surge protection device (standard) exceeds ANSI C62.41 Category C1 criteria (surge tested at 20kV/10kA)
- New DTL photocontrols for solid-state lighting (available with PCSS and PCLL options) complies with ANSI C136.10 criteria
- Downward lumens exceed that of a typical 150W HPS platform
- 3K, 4K and 5K CCT choices
- CSA listed at 30°C
- DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.

Applications:

- Streetscapes
- Walkways
- Pathways
- Parks

WHAT IS THE ID
FOR THE FITTER?

DIMENSIONS



Effective Projected Area (EPA)
 The EPA for the AVPCL2 is 1.4 sq. ft.
 The EPA for the AVPCL2 Vieux is 2.4 sq. ft.
 P5 or P7 option total height is 33.1 (841).
 Approx. Wt. = 38 lbs.

All dimensions are inches (millimeters) unless otherwise noted.

Valiant™ Full Cutoff LED

Series AVPCL2

OPERATING CHARACTERISTICS

LED Quantity, mA, CCT	Input Watts	TOTAL LUMENS					
		R2	R3	R5	R2 w/ HSS	R3 w/ HSS	R5 w/ HSS
30LEDE10 3K	106	6450	6546	6943	5688	5709	5159
30LEDE10 4K	106	7302	7411	7860	6051	6073	5489
30LEDE10 5K	106	7448	7559	8017	6075	6098	7896
30LEDE70 3K	68	5120	5196	5511	4448	4465	4035
30LEDE70 4K	68	5796	5883	6239	4732	4750	4292
30LEDE70 5K	68	5912	6000	6364	4751	4769	4310
20LEDE10 3K	72	4564	4632	4913	4007	4021	3634
20LEDE10 4K	72	5167	5244	5562	4262	4278	3866
20LEDE10 5K	72	5270	5349	5673	4279	4295	3882
20LEDE70 3K	47	3523	3576	3792	3075	3087	2789
20LEDE70 4K	47	3988	4048	4293	3272	3284	2968
20LEDE70 5K	47	4068	4129	4379	3285	3297	2979
10LEDE10 3K	40	2389	2425	2572	2096	2104	1901
10LEDE10 4K	40	2705	2745	2911	2230	2238	2023
10LEDE10 5K	40	2759	2800	2969	2239	2247	2031
10LEDE70 3K	26	1808	1835	1946	1575	1581	1429
10LEDE70 4K	26	2047	2077	2203	1676	1682	1520
10LEDE70 5K	26	2088	2119	2247	1683	1689	1526

Note: Units in bold and gray are DesignLights Consortium qualified products and listed on DLC QPL.

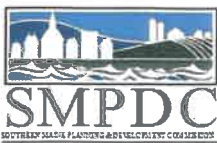


AEL Headquarters, 3825 Columbus Road, Granville, OH 43023
 www.americanelectriclighting.com
 © 2015 Acuity Brands Lighting, Inc. All Rights Reserved. 03/17/15

Warranty Five-year limited warranty. Complete warranty terms located at:
www.acuitybrands.com/CustomerResources/Terms_and_conditions.aspx
 Actual performance may differ as a result of end-user environment and application.
 All values are design or typical values, measured under laboratory conditions at 25 °C.
 Specifications subject to change without notice.

Please contact your sales representative for the latest product information.

AGENDA ITEM DIVIDER



SOUTHERN MAINE SOLAR COLLABORATIVE

MEMORANDUM OF UNDERSTANDING

Between

Southern Maine Planning and Development Commission (SMPDC) and the member municipal governments listed in Appendix A – Member List

This Memorandum of Understanding (MOU) sets forth the terms and understanding between the Southern Maine Solar Collaborative (SMSC) members to carry out a joint procurement of a master Net Energy Billing Contract Agreement through the Maine Net Energy Billing program.

1. Background

The Maine Net Energy Billing program allows municipalities to offset their electricity bills using the output from small renewable generators such as solar farms. Many of our municipalities are being approached by solar developers with offers for Net Energy Billing Contract Agreements (NEBCAs). The SMSC is looking for opportunities to reduce costs and enhance efficiencies for municipal service costs by collaborating on a joint procurement of a master NEBCA that can be adopted by Member municipalities.

2. Purpose

The SMSC has agreed to participate in a shared, voluntary, cooperative initiative to implement a joint procurement process for a master NEBCA that may be adopted by all participating Members. Advantages to a collaborative procurement process include: better pricing options enabled by larger procurement; reduced municipal staff time; competitive contract terms; and peer learning and support. The SMSC is a voluntary arrangement between Members. This MOU address the collaborative NEBCA procurement initiative of all SMSC Members and does not address any existing or future initiatives that may be conducted by individual Members in parallel to this joint initiative.

3. Governance

The SMSC will be led and coordinated by SMPDC staff currently represented by Karina Graeter, Sustainability Coordinator, and Lee Jay Feldman, Director of Planning. SMSC Member municipality representatives will make up the Joint Procurement Committee, chaired by the SMPDC representatives. The Joint Procurement Committee will collectively establish meeting schedules and administrative protocols for managing the collaborative NEBCA procurement and resulting master NEBCA framework.

4. SMPDC Responsibilities

SMPDC representatives will be responsible for the following tasks:

- Coordinating and leading virtual or in person meetings of the SMSC and Joint Procurement Committee
- Working with individual towns to provide technical assistance and collect electricity use data
- Writing and publishing the Request for Proposals (RFP) on behalf of the SMSC

- Managing the RFP bid process
- Coordinating with SMPDC's legal team to review the RFP and selected master NEBCA framework
- Presenting to town boards to support and advise on the adoption of the MOU and individual NEBCAs.

5. Member Responsibilities

The SMSC Members will, subject to extenuating circumstances such as municipal council spending limits and approvals and compliance with legal requirements including authorization of agreements, honor their commitments to participate in the SMSC initiative. Among other things, Member representatives will be involved in developing requirements and specifications, developing evaluation criteria, and participating in proposal evaluations. Individual Members will be responsible for entering into, administering and paying for their own discrete NEBCAs under the resulting master NEBCA framework.

6. Reporting

The SMPDC representatives will report to the Joint Procurement Committee monthly, providing an overview of progress on the SMSC initiative.

7. Funding

SMPDC SMSC staffing will be funded through SMPDC dues and other organizational funding sources as required. SMPDC will pursue additional funding through commissions from the successful solar provider to support administering the program on behalf of the SMSC Communities. Municipalities shall pay for their own direct costs under the NEBCAs.

8. Liability

No member shall have responsibility for the action, omission, or liability of any other SMSC Member. Each Member will be responsible for its own procurement commitments and the resulting NEBCAs under the master NEBCA framework.

9. Term

This MOU may be modified by mutual consent of the SMSC. This MOU shall become effective upon signature by the authorized officials from the SMSC and will remain in until the completion of the RFP process.

Any member can choose to terminate its participation in the SMSC by providing written notice to the SMPDC representatives.

10. Governing Law

This MOU shall be governed by and subject to the laws of the State of Maine.

_____ Date:

(Member signature)

(Member name, organization, position)

_____ Date:

(Member signature)

(Member name, organization, position)

_____ Date:

(Member signature)

(Member name, organization, position)

_____ Date:

(Member signature)

(Member name, organization, position)

_____ Date:

(Member signature)

(Member name, organization, position)

_____ Date:

(Member signature)

(Member name, organization, position)

_____ Date:

(Member signature)

(Member name, organization, position)

_____ Date:

(Member signature)

(Member name, organization, position)

_____ Date:

(Member signature)

(Member name, organization, position)

_____ Date:

(Member signature)

(Member name, organization, position)

Appendix A – Member List

Town of Fryeburg

Town of Kittery

Town of Kennebunkport

Town of Ogunquit

Town of Old Orchard Beach

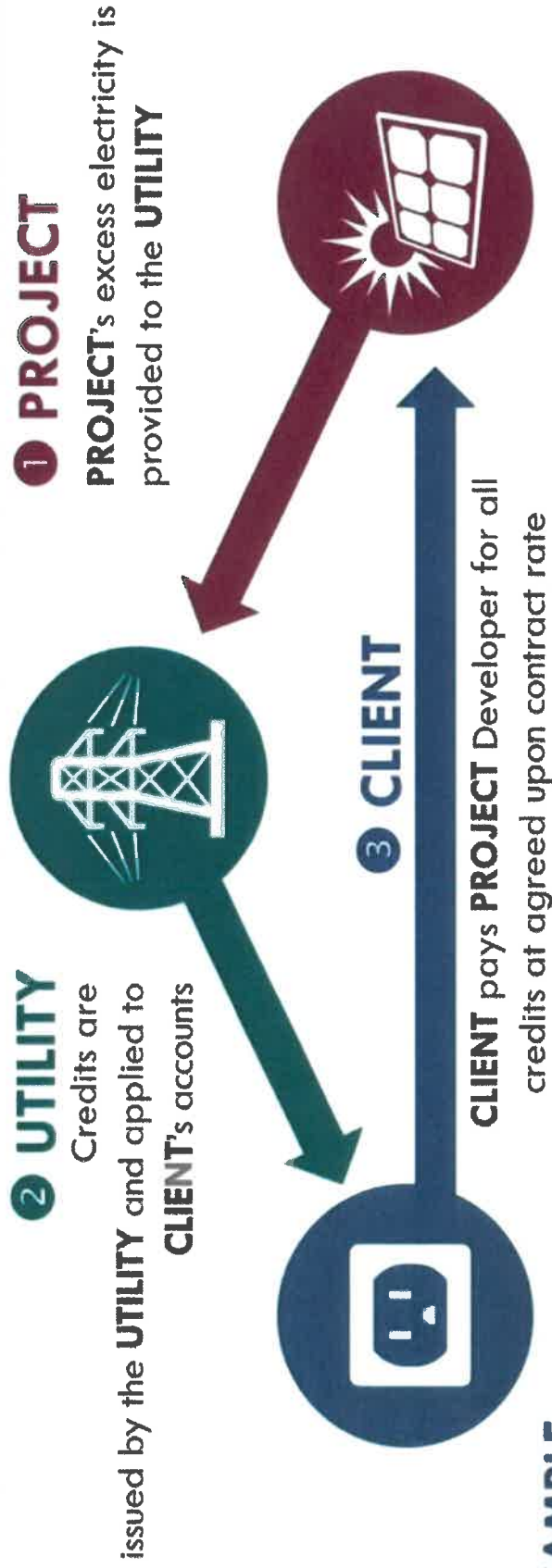
Town of Waterboro

Key Terms

- **Utility:** investor owned electricity transmission and distribution company (Central Maine Power)
- **Renewable Energy Credit (REC):** the environmental attributes associated with generation from a renewable energy facility (1 REC = 1 MWh of generation)
- **Net Energy Billing:** program authorized under LD 1711
 - **Net energy billing rate** – value (\$) per MWh of generation issued by the utility from a qualified project (solar or wind farm)
 - **Net energy billing credits (NEBCs):** credits issued on your utility bill based on the net energy billing rate and volume of power allocated
 - **Net energy billing credits Agreement (NEBCA):** legal agreement to purchased credits
 - Secure contracts gives developers the ability to finance a new solar project.

LD1711 allow for new Net Metering billing program that allows municipalities to purchase NEBCs from a solar generator

Source: CES



EXAMPLE

GENERATION (KWh)	CREDIT VALUE	TOTAL CREDITS	CREDIT PRICE	NET SAVINGS (\$)
1,000 MWhs Exported to the grid	Calculation based on NEB Rate (ex. \$120/MWh) 	\$120,000 (Must have utility costs)	\$100,000 (\$100/MWh or 16.7% discount example)	\$20,000 in reduced utility spend

Typical NEBCA structure

- **Third party ownership:** finances, constructs, owns and operates the solar facility somewhere within the utility service territory
- **Allocation:** amount of solar farm generation the buyer would like to procure
 - Depends on buyer's needs, anywhere from 20% - 80% of electricity usage
- Buyer enters into a NEBCA: typical 20 year contract term (consistent with legislation)

Pricing options

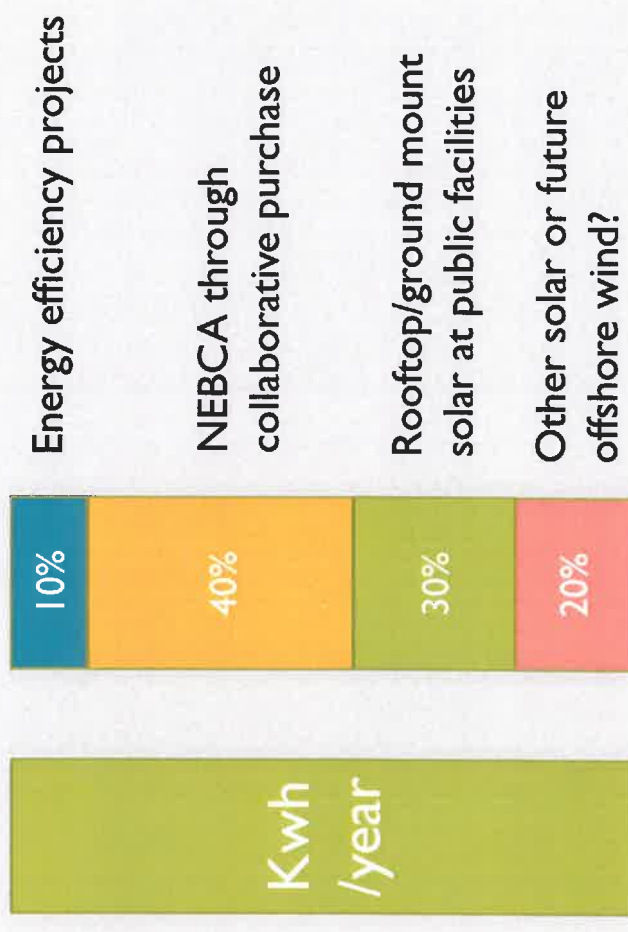
- **Fixed rate:** same rate for NEBCs over the 20-year term (ex \$0.08 per kwh)
 - Risk introduced if price of electricity decreases and billing credit rate approaches or drops below the fixed rate
- **Fixed rate with escalator to price:** Typically 1 to 2 %
- **Percent discount:** related to NEB rate (i.e. 15 % discount)
 - Reduces risk in low credit value environment, not as big of savings in high credit value environment

REC ownership: can be optional to the buyer

- Project owner can retain the RECs
- Customer can retain ownership of RECS
- RECs may be retired to meet municipality's carbon emission goals
- RECs may be sold (Lots of price volatility, but typically worth \$20-\$30 per 1 MWh REC)

Where this fits into municipal renewable electricity goals?

- One piece of multiple strategies to get to net zero electricity emissions



Why work together?

- Better pricing options enabled by larger procurement
 - Very attractive offer to developers (local govs are attractive subscribers because of their permanent nature, larger electric loads, and strong credit)
- Reduced staff time needed to run an individual RFP process or evaluate options
- Compensates for individual community's lack of experience or knowledge
- Competitive contract terms (performance guarantees, termination options, RECs)
- Peer learning and support
- Allows for communities with smaller usage to participate
- Group procurement can bring in communities that would have a hard time getting the support to go in alone.

Examples of municipal collaborative solar procurement

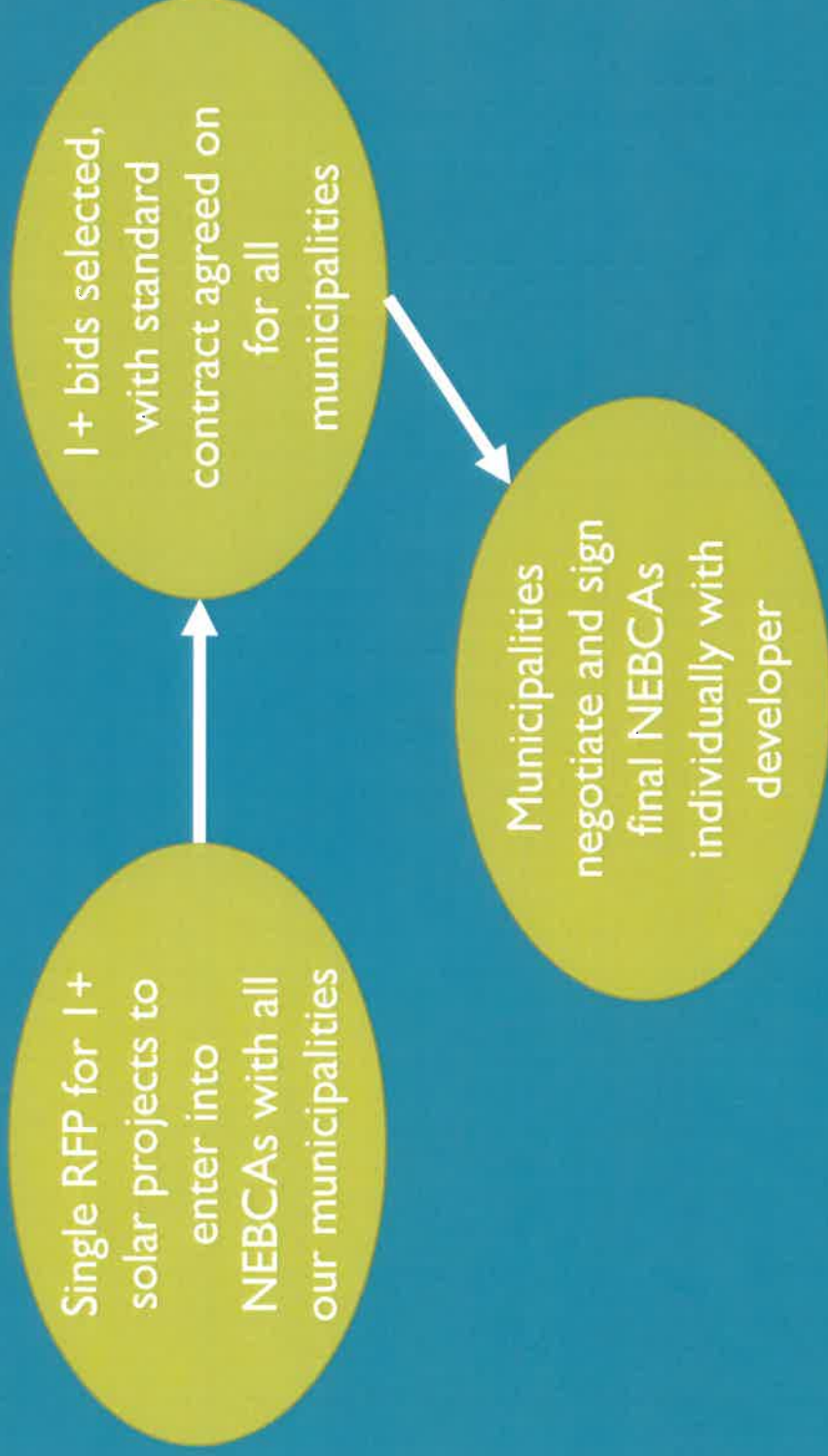
CES solar consortium: 25 members of local govts, businesses & orgs.

- Leveraged buying group (~300,000 MWH/year) in joint RFP published by CES
- Received over 100 proposals from 18 developers
- Contracts emerged with 7 developers representing 30+ projects

Solar Garden Subscriber Collaborative: joint effort by and for 31 local governments in the greater Twin Cities metropolitan region to procure solar subscriptions from a single RFP process to offset the energy usage at public facilities (led by local RPO)

Should we pursue a collaborative solar procurement?

- What would that process look like?



How would it work?

- SMPDC lead/convenor: write and publish RFP, lead bid evaluation and negotiations, technical assistance and engagement
- Steering committee?
 - Those municipalities that would like to be involved in the process
- Consultant?
 - Worth bringing on to provide experience/technical assistance?

AGENDA ITEM DIVIDER

Amendment to Emergency Paid Sick Leave Policy adopted on 04/06/2020**Town of Kennebunkport
Emergency Paid Sick Leave**

The Town of Kennebunkport has extended the following temporary Emergency Paid Sick Leave (“EPSL”) Policy which ended on December 31, 2020. **As of January 14, it will remain in effect until March 31, 2021.** According to EPSL, eligible employees will be entitled to take up to two weeks (80 hours) of paid sick leave subject to the terms and conditions outlined below. The extension of EPSL means that eligible employees will continue to have access to up to 80 hours of paid sick leave. If 80 hours, or a portion thereof, was used before December 31, 2020, an employee will not be granted any extra time as it was exhausted by the policy.

Eligibility: any Town employee may use EPSL for the following reasons:

1. To comply with a federal, state, or local quarantine or isolation order related to COVID-19 that is directed to the employee;
2. To comply with a health care provider’s instruction to self-quarantine due to concerns related to COVID-19 that is directed to the employee;
3. In the event the employee has exhibited symptoms of COVID-19 and is seeking a medical diagnosis;
4. To care for an individual subject to quarantine for the reasons stated in (1) or (2) above.

An employee’s eligibility for EPSL expires when the employee’s allotment of ESPL is exhausted or on March 31, 2021, whichever occurs first.

Compensation during EPSL: An employee taking EPSL because he or she is under quarantine or seeking medical treatment for COVID-19 like symptoms (1-3 above) will be paid up to 100% of their regular base rate of pay while on EPSL, up to \$511 per day (up to \$5,110 total). An employee taking leave because he or she is caring for someone else under quarantine (4 above) will be paid up to two thirds of their regular base rate of pay, up to \$200 per day (up to \$2,000 total). Unused EPSL will not be paid to an employee in the event of separation for any reason.

Amount of Leave: Full-time employee are entitled to up to 80 hours of emergency paid leave, based on their regularly scheduled work week. Part-time employees are entitled to the typical number of hours that they work, on average, over a two-week period, up to 80 hours. ESPL does not count as hours worked for the purposes of calculating an employees’ entitlement to overtime. **All unused time between April 1 through December 31, 2020 will be carried forward and used for above reasons through March 31, 2021.**

Requesting EPSL: Eligible employees should request such leave, in writing, to the Town’s Human Resources Coordinator. Requests must include enough information for the Town to determine the requesting employee’s eligibility for

EPSL. The Town reserves the right to request documentation supporting requests for EPSL. Eligible employees may request to use EPSL before utilizing other forms of paid leave provided by other Town policy or contract.

Return to Work: The Town reserves the right to require an employee returning to work after using EPSL to submit a doctor's note clearing the employee to return to work.

Non-retaliation: The Town will not discharge, discipline, or discriminate against an employee who takes EPSL.

Coordination with Other Laws: The Town will comply with any and all applicable federal and state laws enacted to address the COVID-19 outbreak. In the event of any conflict between this policy and/or any applicable law, the Town reserves the right to apply the terms of the applicable state or federal legislation.

No Private Cause of Action: This policy does not extend the federal Families First Coronavirus Response Act (the "Act") beyond December 31, 2020 and does not provide a private cause of action under said Act.