



TOWN OF KENNEBUNKPORT, MAINE

**Board of Selectmen Agenda
May 25, 2023, @ 6:00 PM
VILLAGE FIRE STATION
32 North Street**

This is an in-person meeting, but the public may join in Zoom webinar format

Join by **computer or mobile device** and click on:

<https://us06web.zoom.us/j/85777794552>

or go to **ZOOM** and enter the **webinar ID: 857 7779 4552**

By **phone** 1(929) 205 6099 US

1. Call to Order.
2. Approve the May 11, 2023, 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. Presentation of the Town Report.
5. Public Hearing to consider applications for victualer's licenses for the period from June 1, 2023, through May 31, 2024.
6. Consider renewing the following liquor licenses
 - a. Nunan's Lobster Hut Inc., located at 9 Mills Rd.
 - b. First Serve Edgewater Inc., Mabel's House, located at 126 Ocean Ave.
 - c. First Serve Edgewater Inc., Mabel's Lobster Claw, located at 126 Ocean Ave
7. Consider renewing liquor and special amusement licenses for the Nonantum Resort, Seaside Hotel Association partnership, located at 95 Ocean Ave.
8. Award the bid for the sale of the 2012 International truck.
9. Consider a lease agreement for a JCB excavator.

10. Consider funding parking lot repair for Colony Beach.
11. Request for the Street Opening Permit by George Burr + Son Inc. for Greene St.
12. Request for the Street Opening Permit by BREX Corp. for Colony Ave.
13. Authorize Quit claim deed for Jessica Hughes, map and lot 008-002-008.
14. Appoint Laurie Ouellette to the Conservation Commission with an expiration date of July 2023.
15. Appoint Judson Star to the Cemetery Commission with an expiration date of July 2023.
16. Accept donations towards the general nurses' account:
 - a. \$50.00 from an anonymous donor.
 - b. \$100.00 from Kristen Bergeron.
17. Accept the \$5,000.00 donation from the Tommy McNamara Charitable Foundation for the Parks and Recreation scholarship fund.
18. Other Business.
19. Approve the May 25, 2023, Treasurer's Warrant.
20. Executive session per (MRSA 1, §405-6A) for discussion of a personnel matter.
21. Adjournment.

AGENDA ITEM DIVIDER

Town of Kennebunkport
Board of Selectmen Meeting
May 11, 2023
6:00 PM

MINUTES

Selectmen attending: Edward Hutchins, Sheila Matthews-Bull, Allen Daggett, Jon Dykstra, Michael Weston.

1. Call to Order:

Selectman Hutchins called the meeting to order at 6:02 PM.

2. Approve the April 27, 2023, selectmen meeting minutes:

Motion by Selectman Daggett, seconded by Selectman Weston, to approve the April 27, 2023, selectmen meeting minutes. **Voted:** 4-0-1. (Selectman Matthews-Bull abstained). **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.)

No meeting attendees, either in-person or on Zoom, came forward with any issues.

No motion was necessary. No action was taken.

3.a. Approve the Colony Hotel's liquor license application.

Chairman Hutchins said that the application was previously submitted and met requirements, but now is the proper time to approve it.

Motion by Selectman Daggett, seconded by Selectman Matthews-Bull, to approve the Colony Hotel's liquor license application. **Voted:** 5-0. **Motion passed.**

4. Public hearing and consideration of a new liquor license submitted by Ultramar Restaurant, Olivos, LLC, located at 77 Pier Rd:

Chairman Hutchins opened the public hearing but no attendees in the room or via Zoom had any comment. Selectman Dykstra asked about the applicant, indicating they didn't have any other liquor licenses. Town Clerk Tracey O'Roak clarified that even though it is the same owner as the Lost Fire restaurant, this is a new LLC, and therefore this answer on the application is correct as this LLC holds no other liquor licenses. Allan

Evelyn asked if the liquor license would cover both the former “Pier 77” restaurant on the main floor and the former “Ramp” restaurant on the basement/ground floor. Selectman Dykstra replied that the application was for both new restaurants. Allan inquired further if this license would cover their food truck. Town Manager Laurie Smith responded that the license was for the two restaurants in the building only. Chairman Hutchins then closed the public hearing as there were no more questions or comments.

Motion by Selectman Daggett, seconded by Selectman Matthews-Bull, to approve a new liquor license for Ultramar Restaurant, Olivos, LLC, located at 77 Pier Rd. **Voted:** 5-0. **Motion passed.**

5. Public hearing on a proposed amendment to Chapter 160-11, unlawful parking, of the General Ordinances regarding parking at the Cape Porpoise Pier:

Chairman Hutchins opened the public hearing and asked Peter Eaton, chairman of the Cape Porpoise Pier Committee, to comment. Peter said parking has been at a premium and an issue along the Maine coast for many years. While in the past, lobstermen used to go out alone, now most have at least one sternman. He recommends that the ordinance state that each commercial boat at Cape Porpoise pier has a limit of one parking space for a non-service vehicle from Memorial Weekend to October 15th. There was an extended conversation among the Selectmen about the parking. Laurie Smith stated that the plan is to have certain spaces designated with signage and also have permit placards that can be placed in the vehicle. There were no comments from the in-person or Zoom attendees. Chairman Hutchins closed the public hearing.

Motion by Selectman Weston, seconded by Selectman Dykstra, to approve the ordinance change. **Voted:** 5-0. **Motion passed.**

6. Revision of the Pier rules to allow for one parking permit per pier member from May 15 – October 15:

Laurie Smith explained that in addition to approval of the Ordinance change in Item 5, the Selectmen also need to approve revising the Pier rules. She suggested an amendment that the lessee of the Cape Pier Chowder House be provided with two parking permits as this business pays a significant amount into the Pier Enterprise Fund.

Motion by Selectman Daggett, seconded by Selectman Dykstra, to revise the Pier rules to allow for one parking permit per Pier member, with two parking permits for the lessee of the Cape Pier Chowder House, from May 15 – October 15. **Voted:** 5-0. **Motion passed.**

7. Public hearing on the following ordinance questions on the June 13 municipal ballot:

Chairman Hutchins opened the public hearing for these items, accepting comments from the Selectmen and/or meeting attendees. He noted that no vote needed to be taken.

a. Administrative Code revision regarding Cape Porpoise Pier Committee members.

There were no comments from the Selectmen or meeting attendees.

b. Administrative Code revision regarding days of annual town meeting.

There were no comments from the Selectmen or meeting attendees.

c. Land Use Ordinance revision regarding accessory dwelling units.

Director of Planning and Development, Werner Gilliam, recapped that the revision would bring the Kennebunkport LUO into compliance with State LD 2003. Growth Planning Committee Chairman Dan Saunders commented that the Committee had reviewed the ordinance revision extensively and agreed that it is consistent with the Comprehensive Plan.

d. Land Use Ordinance revision regarding private road construction.

Werner Gilliam explained that this change relates to road widths for new private roads built outside a subdivision to facilitate the larger fire truck the Town will receive soon. He said that should this revision be approved by the voters, a corresponding change to the subdivision regulations would be proposed, which is within the purview of the Planning Board. The Selectmen asked for specifics about a few hypothetical situations, which Werner answered. Dan Saunders added that the Growth Planning Committee had also discussed this change and agreed that it is consistent with the Comprehensive Plan.

e. Authorize easement deed for St. Ann's Episcopal church.

There were no comments from the Selectmen or meeting attendees.

f. Authorize purchase and sale agreement to purchase land on Langsford Road for boat access.

Attendee John Hitz asked if there was a plan to control access to the boat ramp on this very narrow street. Selectman Dykstra responded there is a management plan that is not finalized, but which includes the provisions that access would be permitted only during certain tides, users be registered with the Town, and that users be provided with a unique time slot for use of the ramp. Use of the ramp will be limited to Town residents and Cape Porpoise mooring holders only. Ramp users will be registered and provided with a code to unlock the gate. Dan Beard, Shannon Dant and Peter Eaton also expressed their strong support for a public boat launch. Chairman Hutchins closed the public hearing for these proposed amendments, noting that the vote will be made by the public on June 13th.

No motion was necessary. No action was taken.

8. Approve the street opening permit submitted by Geoff Bowley / Agent of Fullsend Holdings LLC, to excavate the ledge within Stone Rd ROW:

Geoff Bowley explained that there is an existing parcel on Stone Rd and he is requesting to remove some ledge within the Town Right of Way (ROW) in order to make a curb cut for access to the property.

Public Works Director Chris Simeoni commented that he does not have issues with the request, but said that there should be a requirement that any offloading/onloading of track equipment or work done from equipment on the road should be done on matting. As Chris expects that much of this work will be done from the travel lane of the road, Bowley Builders should submit a traffic direction and control plan that is acceptable to the Town Public Works, Fire & Police Departments. Mr. Bowley said that a traffic plan would be implemented by contractor Foglio Inc. with experience in this area. He elaborated that a pneumatic hammer would be used for the ledge extraction (no blasting) and that the work should take approximately two days.

Motion by Selectman Dykstra, seconded by Selectman Matthews-Bull, to approve the street opening permit submitted by Geoff Bowley / Agent of Fullsend Holdings LLC, to excavate the ledge within Stone Rd ROW with the stipulations cited by Chris Simeoni.
Voted: 5-0. Motion passed.

9. Consider Arbor Day Proclamation:

Chairman Hutchins read the Arbor Day Proclamation, declaring May 11th, 2023 as the 151st Anniversary Celebration of Arbor Day.

10. Accept a \$200.00 donation from Alexander Lachiatto to the Nurses account.

Motion by Selectman Daggett, seconded by Selectman Matthews-Bull, to accept a \$200.00 donation from Alexander Lachiatto to the Nurses. **Voted: 5-0. Motion passed.**

11. Accept a \$49 donation from Bill Gainer for lighting the Drown Memorial:

Motion by Selectman Daggett, seconded by Selectman Matthews-Bull, to accept a \$49 donation from Bill Gainer for lighting the Drown Memorial. **Voted: 5-0. Motion passed.**

12. Other business:

Selectman Daggett noted that softball is coming up soon. Laurie Smith said that work was being done to the field to recover from recent flooding but that it should be ready by June. None of the other Selectmen had any other business.

Laurie Smith announced that we have a Candidates' Night for both the School Board and Board of Selectmen candidates on Tuesday, May 30th, at 6 pm at the Village Fire Station Community Room. The meeting will be streamed online and on cable TV as well.

Tracey O'Roak announced that the May 16th RSU Budget Meeting would occur at 7 pm at Kennebunk Elementary School. She also said absentee ballots will be available on Wednesday, May 17th.

Laurie also stated that she met the Army Corps of Engineers at Colony Beach. A portion of the beach parking area has been blocked off because of recent storm damage. Repairing the parking lot with Army Corps funding would likely require a federal delegation and could take years. If the Town pays for the remediation, it will cost about \$50,000. Laurie is working with the Army Corps on permitting but wanted the Selectmen to know the funding choices and methods.

Susan Holleran introduced herself and stated she was a candidate for RSU 21 School Board. She thanked Laurie for organizing Candidates' Night and reminded everyone that on May 15th at 5 pm at Kennebunk Elementary School, there's a Candidates' Night just for School Board Candidates.

No motion was necessary. No motion was taken.

13. Approve the May 11, 2023, Treasurer's Warrant:

Motion by Selectman Daggett, seconded by Selectman Weston, to approve the May 11, 2023, Treasurer's Warrant. **Voted: 5-0. Motion passed.**

14. Adjournment:

Motion by Selectman Matthews-Bull, seconded by Selectman Weston, to adjourn. **Voted: 5-0. Motion passed.**

The meeting adjourned at 7:02 PM.

Submitted by,
Dave Powell,
Technology Specialist

AGENDA ITEM DIVIDER

VICTUALERS LICENSES 2023-24

Item 5

BUSINESS NAME	LOCATION	CONTACT NAME	# SEATS	# ROOMS	EMP/SHIF T	LIQ.EXP	
1802 House	15 Locke Street	Julianna Acheson	12	6	1	September	
Acton Patterson House	35 Maine Street	Kristen Caouette	12	4	4	n/a	
Alisson's Restaurant	11 Dock Square	Pamela Padget	135	-	30	April	
Arundel Wharf Restaurant	43 Ocean Ave.	Robert Williamson	255	-	25	June	Up 30 seats from last year
Aunt Marie's Ice Cream	10 Ocean Ave.	J. Steven Kingston	Take Out	-	2	n/a	
AV Murray & Company	56 Abenaki Way	Nancy F. Murray	0	-	1	n/a	
AWOL Kennebunkport	34 Maine Street	Kristen Caouette	34	17	8	n/a	
Ben & Jerrys	5 Union Street	Thomas Murphy	Take Out	n/a	5	n/a	
Big Daddy's Ice Cream	6 Spring Street	Raney Tromblee	Take Out	0	4	n/a	New business in 2023
Boathouse Hotel	21 Ocean Ave.	Derele Hunt	250	25	40	January	
Bradbury Bros. Market	167 Main Street	James Faiella	Take Out	-	5-7	n/a	
Breakwater Inn	137 Ocean Ave	Lucien Harton	120	35	20	July	Increase of 65 seats & 10 employees
Cape Arundel Golf Club	19 River Road	Thomas Moffatt	0	n/a	12	n/a	
Cape Arundel Inn	208 Ocean Ave	Corey Lewis	75	14	25	January	
Cape Pier Chowder House	79 Pier Road	Allen & Wanda Daggett	24	n/a	5	March	
Cape Porpoise Kitchen	1 Mills Road	Peggy Smith Liversidge	12	n/a	10	n/a	
Captain Fairfield Inn	8 Pleasant Street	Kristen Caouette	18	9	5	January	
Captain Jefferds Inn	5 Pearl Street	Kristen Caouette	36	16	10	January	
Captain Lord Mansion	6 Pleasant Street	Kristen Caouette	40	16	12	January	
Chetwynd House Inn	4 Chestnut Street	Robert Knowles	10	3	1	n/a	
Chez Rosa Bistro	2 Ocean Ave.	Yazmin Saraya Jean	68	n/a	15	January	
Clubhouse at Cape Arundel	8 Old Fort Ave.	Corey Lewis	40	15	5	January	
Colony Hotel	140 Ocean Ave.	Christian McCrory	200	124	58	May	
Dock Square Coffee House	18 Dock Square	Anette Barba	12	n/a	3	n/a	

VICTUALERS LICENSES 2023-24

BUSINESS NAME	LOCATION	CONTACT NAME	# SEATS	# ROOMS	EMP/SHIFT	LIQ.EXP	
Fiafia, LLC	8 Spring Street	Monica King	2	n/a	5	n/a	
Five Acre Farm	3 Bryant Lane	Melinda Anderson	Take Out	n/a	3	n/a	
From Anne's Garden	230 Beachwood Ave.	Anne Dolinsky	Take Out	n/a	1	n/a	
Goose Rocks Beach General Store	3 Dyke Road	GRB Trading LLC	Take Out	n/a	7	n/a	New owner in 2023
Goose Rocks Dairy	278 Mills Road	Nicholas Costello	15	n/a	8	n/a	
Goose Rocks Dairy Breakfast	278 Mills Road	Nicholas Costello	120	n/a	15	n/a	
Harbor Inn	90 Ocean Avenue	Raymond Barrett	12	7	1	n/a	New owner in 2023
Hidden Pond	354 Goose Rocks Rd	Corey Lewis	120	56	75	January	
Hurricane Restaurant	29 Dock Square	Taylormade Hospitality	108	n/a	19	February	
Kennebunk River Club	116 Ocean Avenue	Clancy Cottman	200	3	8	n/a	
Kennebunkport Inn	1 Dock Square	Derele Hunt	150	36	25	January	
Kerengende	43 Spruce Avenue	Sarene Matthysen	0	0	4	n/a	Not renewing this year
Lodge on the Cove	29 South Main Street	Derele Hunt	85	31	12	January	
Mabel's House	126 Ocean Ave.	First Serve Edgewater, Inc.	30	12	4	July	
Mabel's Lobster Claw	124 Ocean Ave.	Group, Inc.	75	n/a	16	July	
Musette LLC	2 Pier Road	Selena Roy	40	n/a	9	March	
Nonantum Resort	95 Ocean Ave.	Tina Gordon	204	109	36	April	
Nunan's Lobster Hut	9 Mills Road	Richard & Keith Nunan	84	n/a	12	April	
Old Parsonage Guest House	15 School Street	Christopher Spita	8	4	1	n/a	
Old Salt's Pantry	5 Ocean Ave	John Belyea	Take Out	n/a	4	n/a	application not received as of 5/16/23
Port Lobster Company	122 Ocean Ave.	Allen Daggett	Take Out	n/a	10	n/a	
Rhumb Line Resort	41 Turbats Creek Road	Sheila Matthews-Bull	50	57	9	February	
Rococo Ice Cream	6 Spring Street	Lauren Gupitill	0	n/a	5	n/a	Replaced by Big Daddy's

VICTUALERS LICENSES 2023-24

BUSINESS NAME	LOCATION	CONTACT NAME	# SEATS	# ROOMS	EMP/SHIF T	LIQ.EXP	
Roma Pizza	3 Union Street	Rich Alonardo	42	n/a	6	June	
Sandy Pines Campground	277 Mills Road	Valerie Gendron	0	n/a	12	n/a	
Satellite Doughnuts	2 Spring Street	J. Steven Kingston	Take Out	n/a	4	n/a	
Seashore Trolley Museum	195 Log Cabin Road	Katie Orlando	150	n/a	3	n/a	
The Candy Man	20 Dock Square	John Biagioni	Take Out	n/a	2-4	n/a	
The Lost Fire	62 Mills Road	Geman Lucarelli	130	n/a	25	November	Increase of 30 seats & 5 employees
Three Sea's Lobster & Fish	130 Main Street	Colby Nunan	Take Out	0	4	n/a	
Tides Beach Club	930 Kings Hwy	Corey Lewis	80	21	24	January	
Ultramar Restaurant	77 Pier Road	German Lucarelli	130	n/a	20	May	New business in 2023
Wolff Farm & Lobster	18 Wolff Farm Lane	Bernd Wolff	Take Out	n/a	3	n/a	
Yachtsman Hotel & Marina	59 Ocean Avenue	Derele Hunt	75	30	12	January	

AGENDA ITEM DIVIDER



STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
BUREAU OF ALCOHOLIC BEVERAGES AND LOTTERY OPERATIONS
DIVISION OF LIQUOR LICENSING AND ENFORCEMENT

Application for an On-Premises License

All Questions Must Be Answered Completely. Please print legibly.

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

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

Legal Business Entity Applicant Name (corporation, LLC): <i>Nunan's Lobster Hut, Inc.</i>	Business Name (D/B/A):
Individual or Sole Proprietor Applicant Name(s): <i>Richard Nunan</i>	Physical Location: <i>9 Mills Rd</i>
Individual or Sole Proprietor Applicant Name(s): <i>Keith Nunan</i>	Mailing address, if different: <i>Kennebunkport, ME 04046</i>
Mailing address, if different from DBA address: <i>11 Mills Rd</i> <i>50 Mills Rd Kennebunkport, ME 04046</i>	Email Address: <i>terrilnunan@gmail.com</i>
Telephone # Fax #: <i>207-967-4306</i> <i>207-967-0958</i>	Business Telephone # Fax #: <i>207-967-4362</i>
Federal Tax Identification Number: <i>56-2347805</i>	Maine Seller Certificate # or Sales Tax #: <i>1071867</i>
Retail Beverage Alcohol Dealers Permit:	Website address: <i>www.nunanslobsterhut.com</i>

1. New license or renewal of existing license? ☐ New Expected Start date: _____
 ☒ Renewal Expiration Date: *7/29/2023*

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

Food: *688,464.38* Beer, Wine or Spirits: *96,703.57* Guest Rooms: *N/A*

3. Please indicate the type of alcoholic beverage to be sold: (check all that apply)

☒ Malt Liquor (beer) ☒ Wine ☐ Spirits

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

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

Refer to Section V for the License Fee Schedule on page 9

5. Business records are located at the following address:

11 Mills Rd Kennebunkport, ME 04046

6. Is the licensee/applicant(s) citizens of the United States? ☒ Yes ☐ No

7. Is the licensee/applicant(s) a resident of the State of Maine? ☒ Yes ☐ No

NOTE: Applicants that are not citizens of the United States are required to file for the license as a business entity.

8. Is licensee/applicant(s) a business entity like a corporation or limited liability company?

☒ Yes ☐ No If Yes, complete Section VII at the end of this application

9. For a licensee/applicant who is a business entity as noted in Section I, does any officer, director, member, manager, shareholder or partner have in any way an interest, directly or indirectly, in their capacity in any other business entity which is a holder of a wholesaler license granted by the State of Maine?

☐ Yes ☒ No

☐ Not applicable – licensee/applicant(s) is a sole proprietor

10. Is the licensee or applicant for a license receiving, directly or indirectly, any money, credit, thing of value, endorsement of commercial paper, guarantee of credit or financial assistance of any sort from any person or entity within or without the State, if the person or entity is engaged, directly or indirectly, in the manufacture, distribution, wholesale sale, storage or transportation of liquor.

☐ Yes ☒ No

If yes, please provide details: _____

11. Do you own or have any interest in any another Maine Liquor License? ☐ Yes ☒ No

If yes, please list license number, business name, and complete physical location address: (attach additional pages as needed using the same format)

Name of Business	License Number	Complete Physical Address

12. List name, date of birth, place of birth for all applicants including any manager(s) employed by the licensee/applicant. Provide maiden name, if married. (attach additional pages as needed using the same format)

Full Name	DOB	Place of Birth
Richard Nunan	4/8/1960	Saco, ME
Keith Nunan	8/7/1965	Saco, ME

Residence address on all the above for previous 5 years

Name	Address:
Richard Nunan	11 Mills Rd Kennebunkport, ME 04046
Name	Address:
Keith Nunan	50 Mills Rd Kennebunkport, ME 04046
Name	Address:
Name	Address:

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

☐ Yes ☒ No

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

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

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

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

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

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

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

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

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

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

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

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

Family inside and outside dining and take out.

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

Name: church

Distance: 800 St.

Section II: Signature of Applicant(s)

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

Please sign and date in blue ink.

Dated: May 8, 2023

[Signature]
Signature of Duly Authorized Person

[Signature]
Signature of Duly Authorized Person

Richard Nunan
Printed Name Duly Authorized Person

Keith B. Nunan
Printed Name of Duly Authorized Person

Section VIII: Required Additional Information for a Licensee/Applicant for an On-Premises Liquor License Who are Legal Business Entities

Questions 1 to 4 of this part of the application must match information in Section II of the application above and match the information on file with the Maine Secretary of State's office. If you have questions regarding your legal entity name or DBA, please call the Secretary of State's office at (207) 624-7752.

All Questions Must Be Answered Completely. Please print legibly.

1. Exact legal name: Nunan's Lobster Hut, Inc.
2. Doing Business As, if any: _____
3. Date of filing with Secretary of State: April 3, 2003 State in which you are formed: Maine
4. If not a Maine business entity, date on which you were authorized to transact business in the State of Maine:

5. List the name and addresses for previous 5 years, birth dates, titles of officers, directors, managers, members or partners and the percentage ownership any person listed: (attached additional pages as needed)

Name	Address (5 Years)	Date of Birth	Title	Percentage of Ownership
Richard Nunan	11 Mills Rd K'Port, ME 04046	04/08/1960	owner	50%
Keith Nunan	50 Mills Rd K'Port, ME 04046	08/07/1965	owner	50%

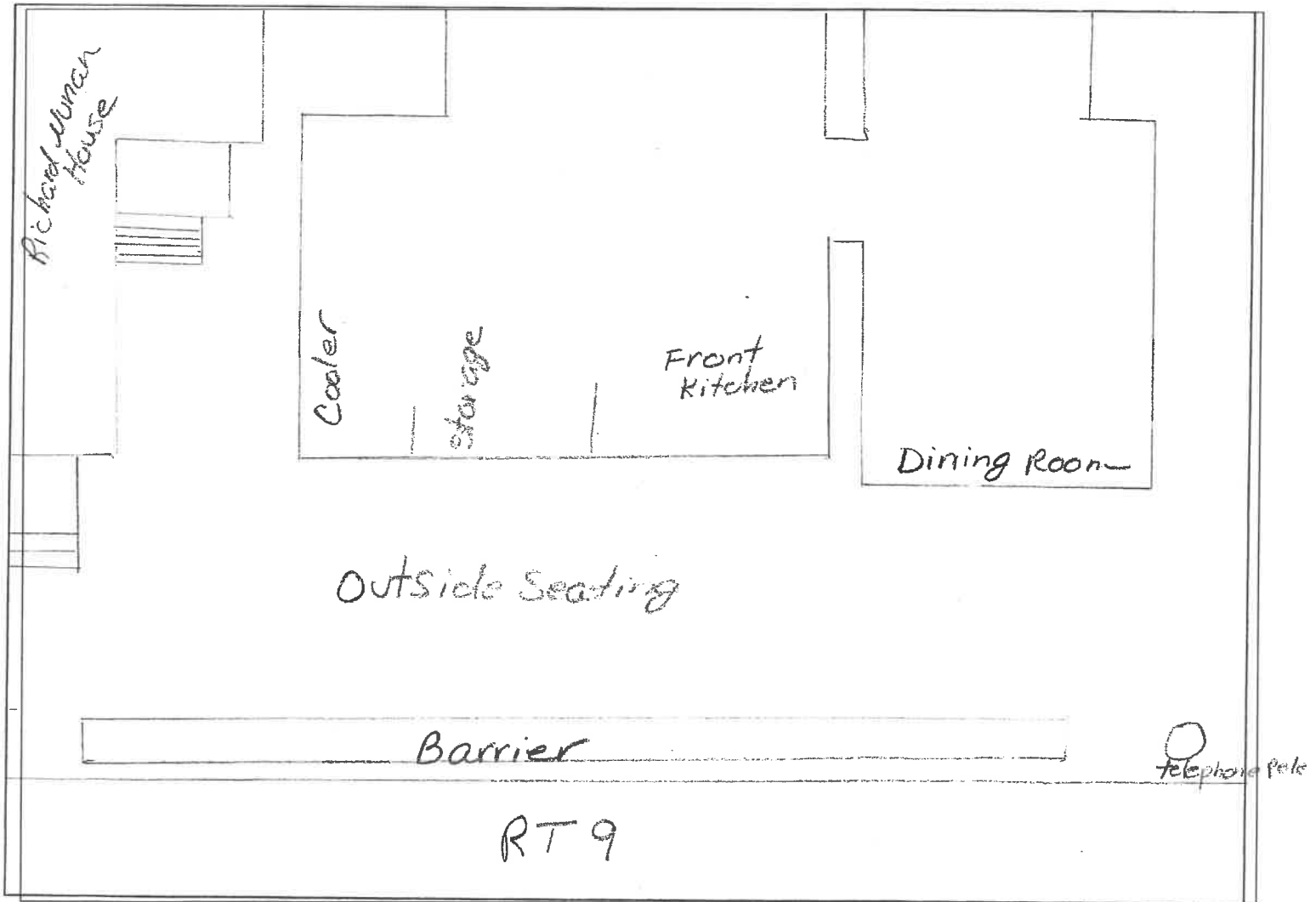
(Ownership in non-publicly traded companies must add up to 100%.)

Diagram for Extension of Privileges Area

The following restrictions apply to outdoor extension of privileges:

- There must be a station or a fence completely enclosing the area.
- Signs must be posted stating "No alcohol beyond this point".
- There must be sufficient employees at the extension area of premises who would be able to control and monitor the area.

In an effort to clearly define your extension please draw a diagram below that will include the area you want for a temporary/permanent license premise. Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the areas of your where consumption will occur including methods of monitoring and containment of the area(s).



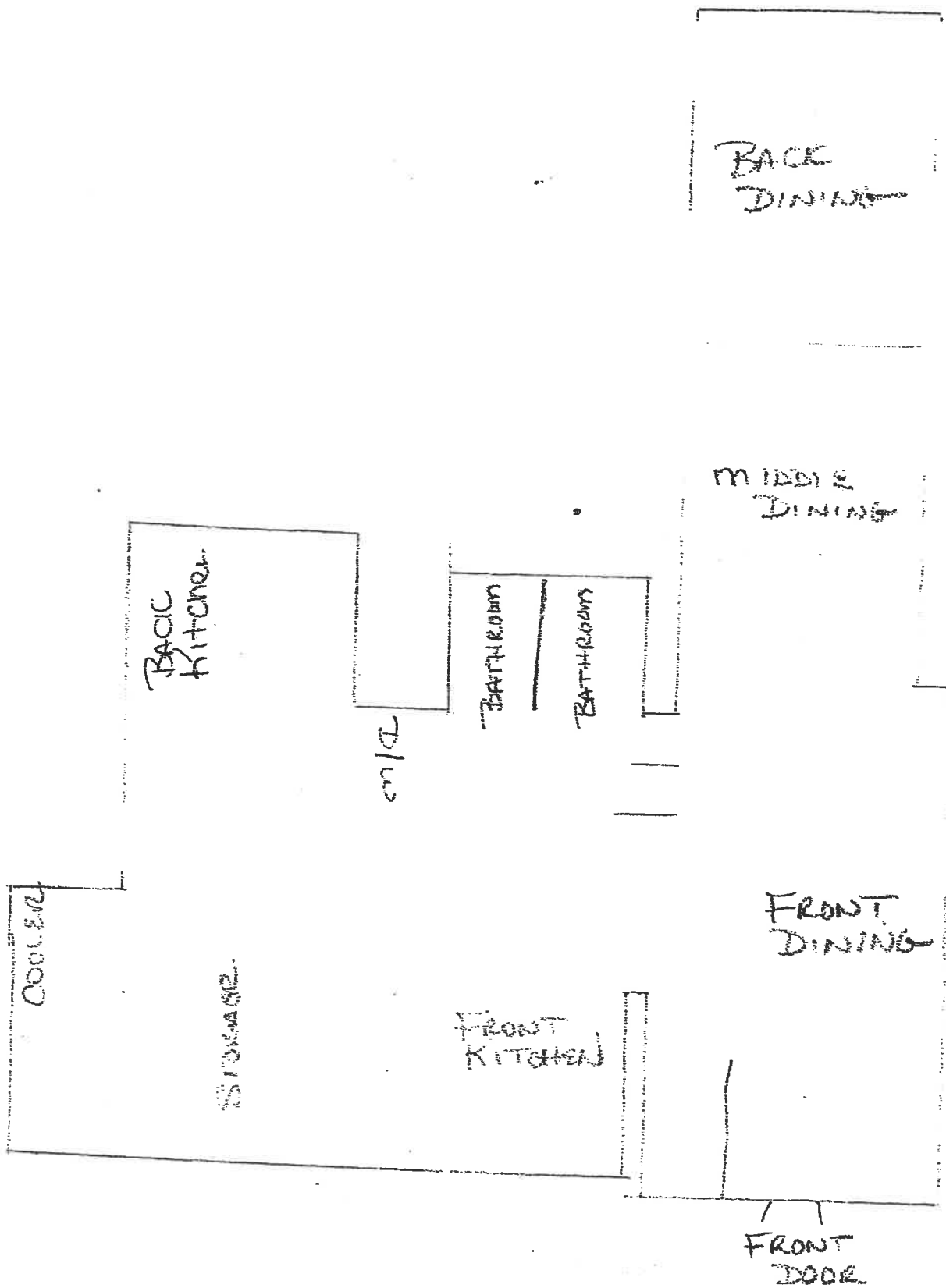
For Office Use Only:

Date Filed: _____ Date Issued: _____ Issued By: _____

☐ Approved

☐ Not Approved

PREMISE DIAGRAM



Section III: For use by Municipal Officers and County Commissioners only

The undersigned hereby certifies that we have complied with the process outlined in 28-A M.R.S. §653 and approve this on-premises liquor license application.

Dated: _____

Who is approving this application? ☐ Municipal Officers of _____

☐ County Commissioners of _____ County

- ☐ **Please Note:** The Municipal Officers or County Commissioners must confirm that the records of Local Option Votes have been verified that allows this type of establishment to be licensed by the Bureau for the type of alcohol to be sold for the appropriate days of the week. Please check this box to indicate this verification was completed.

Signature of Officials	Printed Name and Title

**This Application will Expire 60 Days from the date of
Municipal or County Approval unless submitted to the Bureau**

Included below is the section of Maine's liquor laws regarding the approval process by the municipalities or the county commissioners. This is provided as a courtesy only and may not reflect the law in effect at the time of application. Please see <http://www.mainelegislature.org/legis/statutes/28-A/title28-Asec653.html>

§653. Hearings; bureau review; appeal

1. Hearings. The municipal officers or, in the case of unincorporated places, the county commissioners of the county in which the unincorporated place is located, may hold a public hearing for the consideration of applications for new on-premises licenses and applications for transfer of location of existing on-premises licenses. The municipal officers or county commissioners may hold a public hearing for the consideration of requests for renewal of licenses, except that when an applicant has held a license for the prior 5 years and a complaint has not been filed against the applicant within that time, the applicant may request a waiver of the hearing.

A. The bureau shall prepare and supply application forms.

AGENDA ITEM DIVIDER

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

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

Refer to Section V for the License Fee Schedule on page 9

5. Business records are located at the following address:

315 US Route 1, Kittery, ME 03904

6. Is the licensee/applicant(s) citizens of the United States? ☒ Yes ☐ No

7. Is the licensee/applicant(s) a resident of the State of Maine? ☒ Yes ☐ No

NOTE: Applicants that are not citizens of the United States are required to file for the license as a business entity.

8. Is licensee/applicant(s) a business entity like a corporation or limited liability company?

☒ Yes ☐ No If Yes, complete Section VII at the end of this application

9. For a licensee/applicant who is a business entity as noted in Section I, does any officer, director, member, manager, shareholder or partner have in any way an interest, directly or indirectly, in their capacity in any other business entity which is a holder of a wholesaler license granted by the State of Maine?

☐ Yes ☒ No

☐ Not applicable – licensee/applicant(s) is a sole proprietor

10. Is the licensee or applicant for a license receiving, directly or indirectly, any money, credit, thing of value, endorsement of commercial paper, guarantee of credit or financial assistance of any sort from any person or entity within or without the State, if the person or entity is engaged, directly or indirectly, in the manufacture, distribution, wholesale sale, storage or transportation of liquor.

☐ Yes ☒ No

If yes, please provide details: _____

11. Do you own or have any interest in any another Maine Liquor License? ☐ Yes ☐ No

If yes, please list license number, business name, and complete physical location address: (attach additional pages as needed using the same format)

Name of Business	License Number	Complete Physical Address
Robert's Maine Grill	CAR-2016-1202	326 Route 1 Bypass, Kittery, ME 03904
Bob's Clam Hut	RES-2020-12729	315 Route 1 Bypass, Kittery, ME 03904

12. List name, date of birth, place of birth for all applicants including any manager(s) employed by the licensee/applicant. Provide maiden name, if married. (attach additional pages as needed using the same format)

Full Name	DOB	Place of Birth
Shiva Natarajan	06/10/1964	Calcutta, India
Residence address on all the above for previous 5 years		
Name	Address:	
Shiva Natarajan	8 pepperell Way, York, ME 03909	
Name	Address:	
Name	Address:	
Name	Address:	

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

☐ Yes ☒ No

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

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

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

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

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

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

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

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

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

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

18. If you are applying for a liquor license for a Hotel or Bed & Breakfast, please provide the number of guest rooms available: 12.00

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

Inn with 12 guest rooms, lounge with drinks and food available.

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

Name: St. Ann's Episcopal churchC

Distance: 0.50

Section II: Signature of Applicant(s)

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

Please sign and date in blue ink.

Dated: 05/16/23


Signature of Duly Authorized Person

Signature of Duly Authorized Person

Printed Name Duly Authorized Person

Printed Name of Duly Authorized Person

Section III: For use by Municipal Officers and County Commissioners only

The undersigned hereby certifies that we have complied with the process outlined in 28-A M.R.S. §653 and approve this on-premises liquor license application.

Dated: _____

Who is approving this application? ☐ Municipal Officers of _____

☐ County Commissioners of _____ County

- ☐ **Please Note:** The Municipal Officers or County Commissioners must confirm that the records of Local Option Votes have been verified that allows this type of establishment to be licensed by the Bureau for the type of alcohol to be sold for the appropriate days of the week. Please check this box to indicate this verification was completed.

Signature of Officials	Printed Name and Title

**This Application will Expire 60 Days from the date of
Municipal or County Approval unless submitted to the Bureau**

Included below is the section of Maine's liquor laws regarding the approval process by the municipalities or the county commissioners. This is provided as a courtesy only and may not reflect the law in effect at the time of application. Please see <http://www.mainelegislature.org/legis/statutes/28-A/title28-Asec653.html>

§653. Hearings; bureau review; appeal

1. Hearings. The municipal officers or, in the case of unincorporated places, the county commissioners of the county in which the unincorporated place is located, may hold a public hearing for the consideration of applications for new on-premises licenses and applications for transfer of location of existing on-premises licenses. The municipal officers or county commissioners may hold a public hearing for the consideration of requests for renewal of licenses, except that when an applicant has held a license for the prior 5 years and a complaint has not been filed against the applicant within that time, the applicant may request a waiver of the hearing.

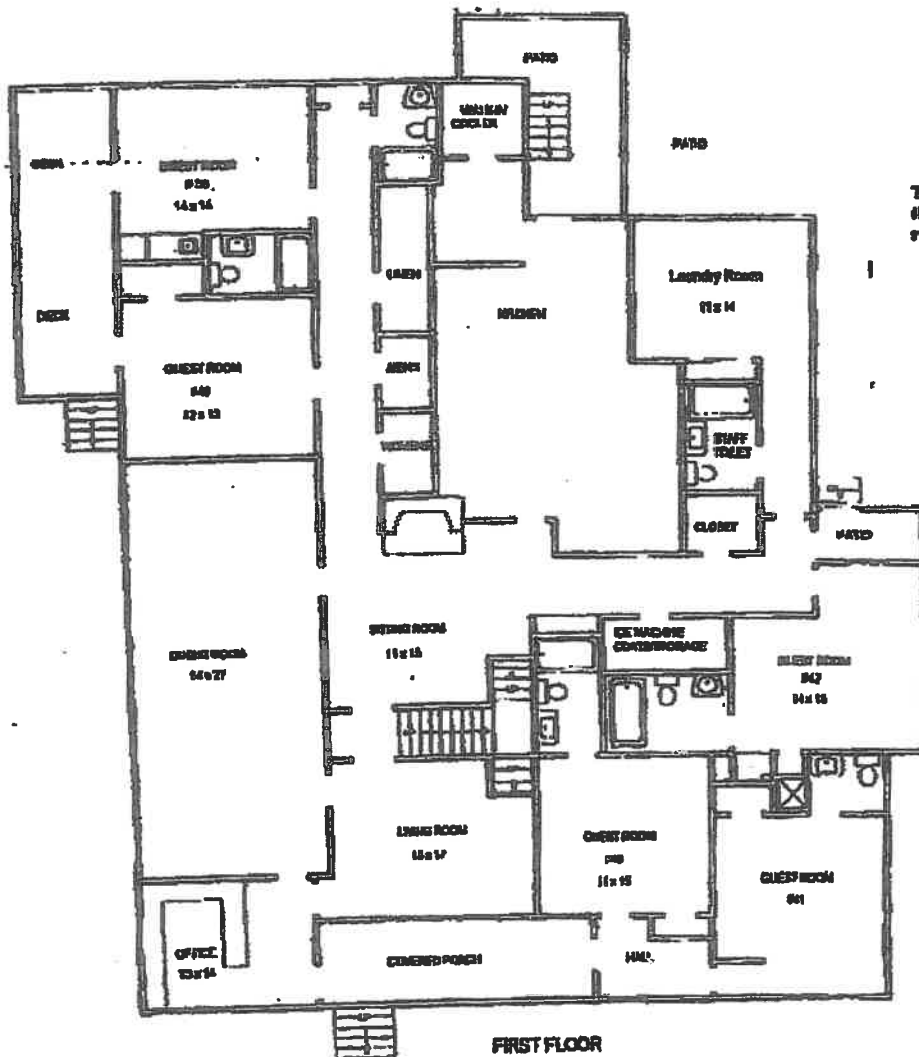
A. The bureau shall prepare and supply application forms.

Section VI Premises Floor Plan

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

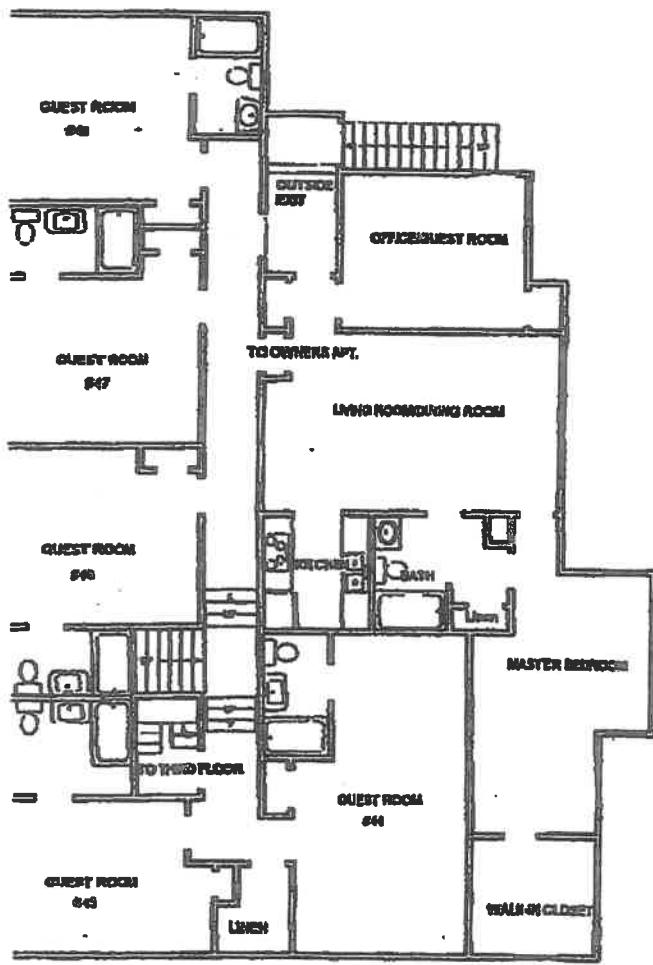
Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the following areas: entrances, office area, coolers, storage areas, display cases, shelves, restroom, point of sale area, area for on-premise consumption, dining rooms, event/function rooms, lounges, outside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

Please
See
attached
diagrams

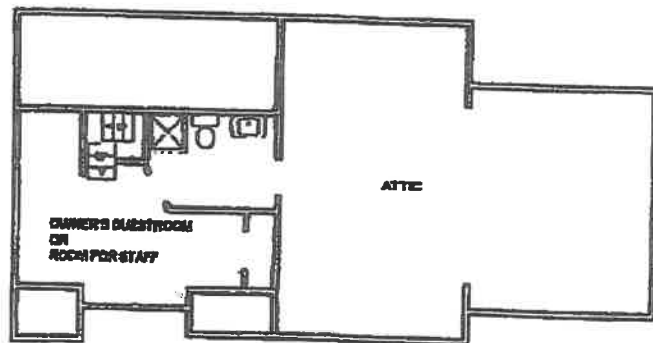


This drawing is not to scale and the room dimensions have been rounded off to the nearest foot.

Mabel's House
126 Ocean Avenue
Kennebunkport Maine
04046



SECOND FLOOR



THIRD FLOOR

This drawing is not to scale and the room dimensions have been rounded off to the nearest foot.

**Mabel's House
126 Ocean Avenue
Kennebunkport Maine
04046**

SHANNON COTTAGE

This drawing is not to scale and
the room dimensions have been
rounded off to the nearest foot.



FIRST FLOOR



SECOND FLOOR

Mabel's House
126 Ocean Avenue
Kennebunkport Maine
04046

Section VII: Required Additional Information for a Licensee/Applicant for an On-Premises Liquor License Who are Legal Business Entities

Questions 1 to 4 of this part of the application must match information in Section I of the application above and match the information on file with the Maine Secretary of State's office. If you have questions regarding your legal entity name or DBA, please call the Secretary of State's office at (207) 624-7752.

All Questions Must Be Answered Completely. Please print legibly.

1. Exact legal name: First Serve Edgewater inc.
2. Doing Business As, if any: mabel's House
3. Date of filing with Secretary of State: 01/04/2019 State in which you are formed: Maine
4. If not a Maine business entity, date on which you were authorized to transact business in the State of Maine:
N/A
5. List the name and addresses for previous 5 years, birth dates, titles of officers, directors, managers, members or partners and the percentage ownership any person listed: (attached additional pages as needed)

Name	Address (5 Years)	Date of Birth	Title	Percentage of Ownership
Shiva Natarajan	8 Pepperell Way, York, ME 03909	06/10/1964	President	100.0000

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

MABEL'S LOUNGE

Date 4/18/2023 15:18:12

Date Range: 1/1/2022 to 12/31/2022

Page 1

Operator: Pugliese

Sales & Covers

Report Level: Totals Only

Grouped By: Profit Center

Filtered By: Discounts, Zero Priced Items, Staff, Plu

Total Covers 0.00

Total Checks 0

Item Sales \$	Quantity	Sales %	Group%	\$ / Cov	Qty/Cov %	Avg Item	\$ / Chk
---------------	----------	---------	--------	----------	-----------	----------	----------

100.00

Grand Total		100.00		0.00	0.00		
-------------	--	--------	--	------	------	--	--

*** End of Report ***

AGENDA ITEM DIVIDER

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

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

Refer to Section V for the License Fee Schedule on page 9

5. Business records are located at the following address:

315 US Route 1, Kittery, ME 03904

6. Is the licensee/applicant(s) citizens of the United States? ☒ Yes ☐ No

7. Is the licensee/applicant(s) a resident of the State of Maine? ☒ Yes ☐ No

NOTE: Applicants that are not citizens of the United States are required to file for the license as a business entity.

8. Is licensee/applicant(s) a business entity like a corporation or limited liability company?

☒ Yes ☐ No If **Yes**, complete Section VII at the end of this application

9. For a licensee/applicant who is a business entity as noted in Section I, does any officer, director, member, manager, shareholder or partner have in any way an interest, directly or indirectly, in their capacity in any other business entity which is a holder of a wholesaler license granted by the State of Maine?

☐ Yes ☒ No

☐ Not applicable – licensee/applicant(s) is a sole proprietor

10. Is the licensee or applicant for a license receiving, directly or indirectly, any money, credit, thing of value, endorsement of commercial paper, guarantee of credit or financial assistance of any sort from any person or entity within or without the State, if the person or entity is engaged, directly or indirectly, in the manufacture, distribution, wholesale sale, storage or transportation of liquor.

☐ Yes ☒ No

If yes, please provide details: _____

11. Do you own or have any interest in any another Maine Liquor License? ☐ Yes ☐ No

If yes, please list license number, business name, and complete physical location address: (attach additional pages as needed using the same format)

Name of Business	License Number	Complete Physical Address
Robert's Maine Grill	CAR-2016-1202	326 Rte 1, Kittery, ME 03904
First Serve Edgewater, Inc dba Mabel's House	HOF-2019-11694	126 Ocean Ave, Kennebunkport, ME 04046

12. List name, date of birth, place of birth for all applicants including any manager(s) employed by the licensee/applicant. Provide maiden name, if married. (attach additional pages as needed using the same format)

Full Name	DOB	Place of Birth
Shiva K. Natarajan	06/10/1964	Calcutta, India
Residence address on all the above for previous 5 years		
Name	Address:	
Shiva Natarajan	8 Pepperell Way, York, ME 03909	
Name	Address:	
Name	Address:	
Name	Address:	

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

☐ Yes ☒ No

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

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

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

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

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

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

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Offense: _____ Location: _____

Disposition: _____

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

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

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

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

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

Full service restaurant and bar

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

Name: St. Ann's Episcopal Church

Distance: 0.50 miles

Section II: Signature of Applicant(s)

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

Please sign and date in blue ink.

Dated: 05/16/23

Shiva Natarajan
Signature of Duly Authorized Person

Shiva Natarajan

Printed Name Duly Authorized Person

Shiva Natarajan
Signature of Duly Authorized Person

Shiva Natarajan
Printed Name of Duly Authorized Person

Section III: For use by Municipal Officers and County Commissioners only

The undersigned hereby certifies that we have complied with the process outlined in 28-A M.R.S. §653 and approve this on-premises liquor license application.

Dated: _____

Who is approving this application? ☐ Municipal Officers of _____

☐ County Commissioners of _____ County

- ☐ **Please Note:** The Municipal Officers or County Commissioners must confirm that the records of Local Option Votes have been verified that allows this type of establishment to be licensed by the Bureau for the type of alcohol to be sold for the appropriate days of the week. Please check this box to indicate this verification was completed.

Signature of Officials	Printed Name and Title

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§653. Hearings; bureau review; appeal

1. Hearings. The municipal officers or, in the case of unincorporated places, the county commissioners of the county in which the unincorporated place is located, may hold a public hearing for the consideration of applications for new on-premises licenses and applications for transfer of location of existing on-premises licenses. The municipal officers or county commissioners may hold a public hearing for the consideration of requests for renewal of licenses, except that when an applicant has held a license for the prior 5 years and a complaint has not been filed against the applicant within that time, the applicant may request a waiver of the hearing.

A. The bureau shall prepare and supply application forms.

Section VI Premises Floor Plan

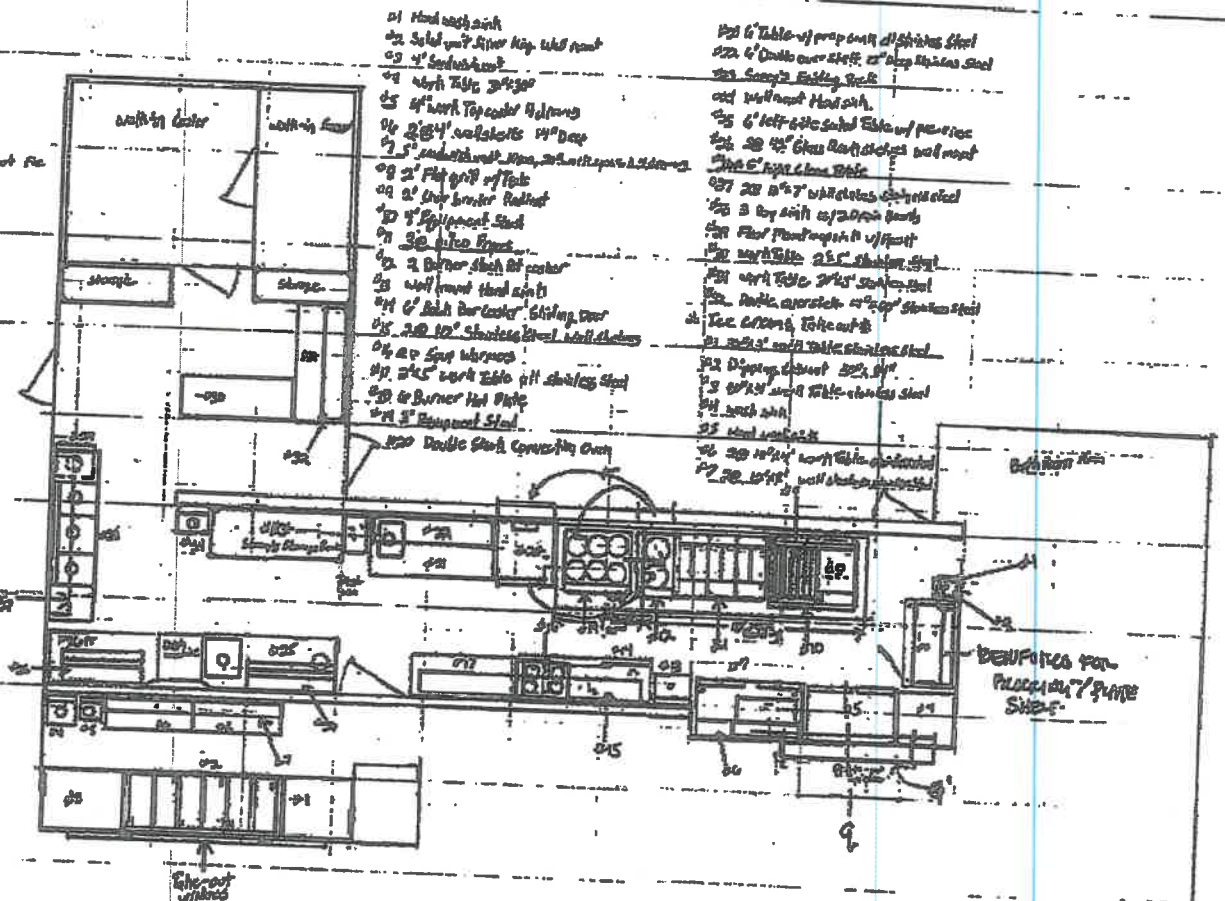
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Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the following areas: entrances, office area, coolers, storage areas, display cases, shelves, restroom, point of sale area, area for on-premise consumption,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

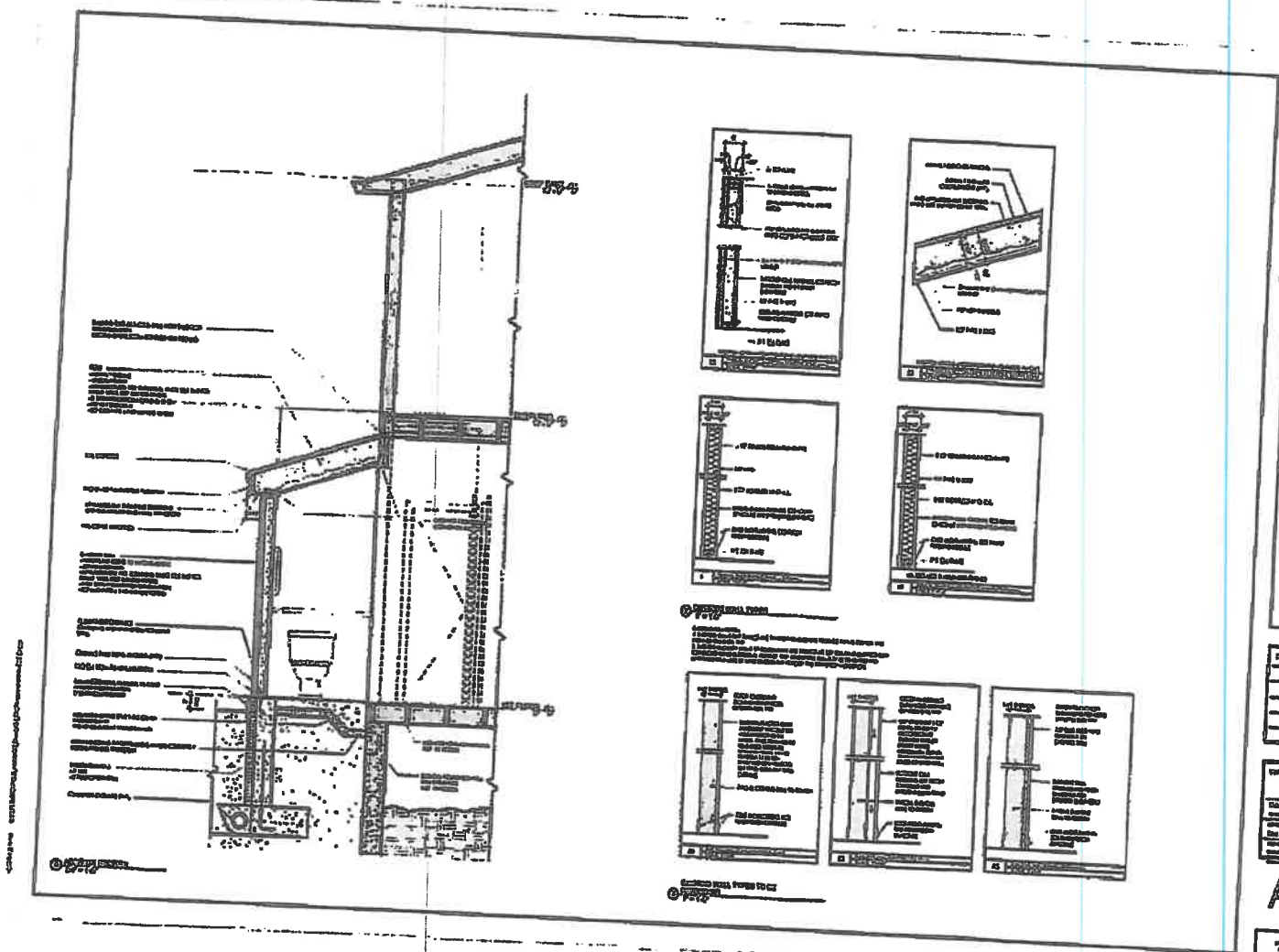
Please See Attached
diagrams

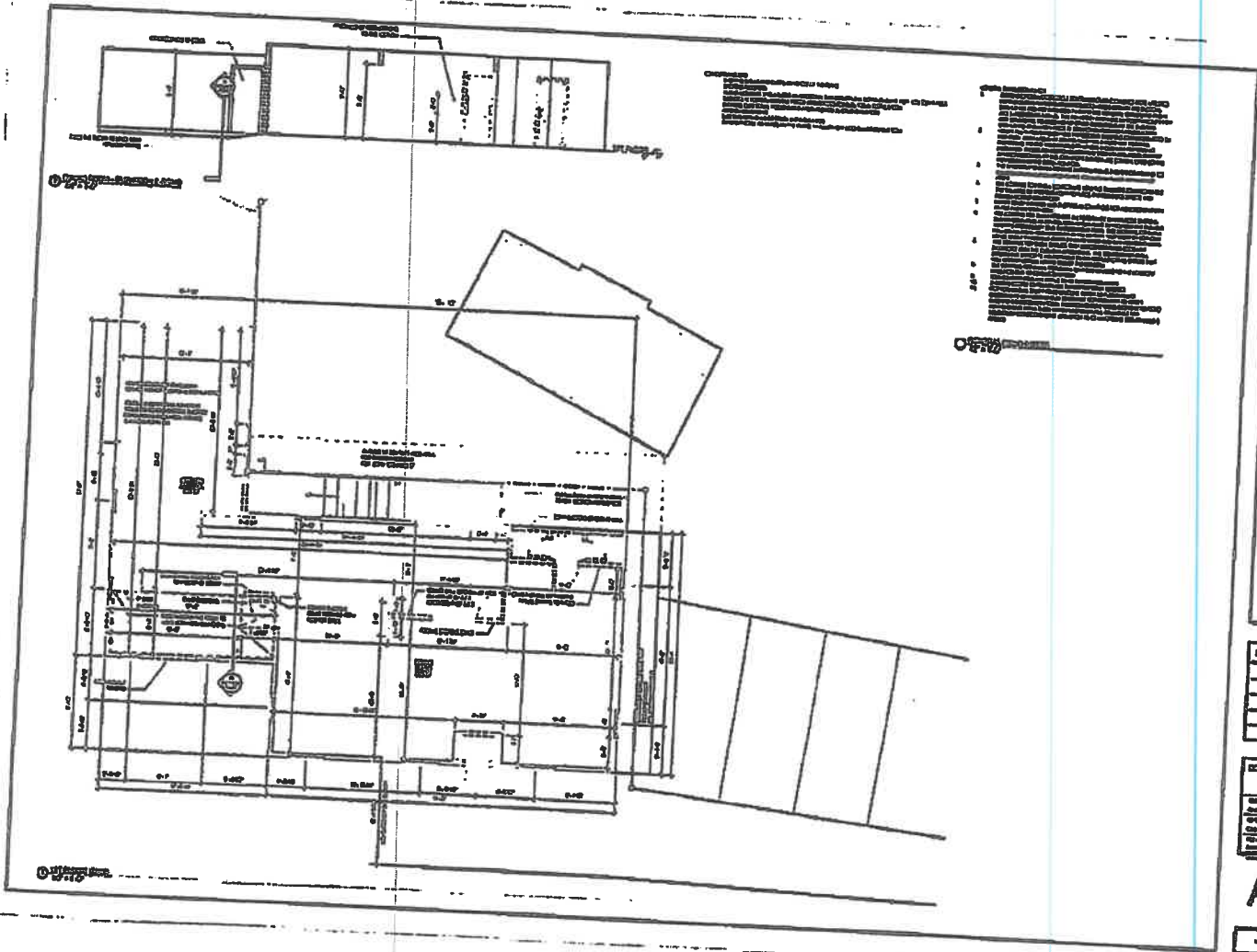
Tab. Mabel's

124 Ocean Ave., Kennebunkport Me.
Drawing by Mabel's Equipment

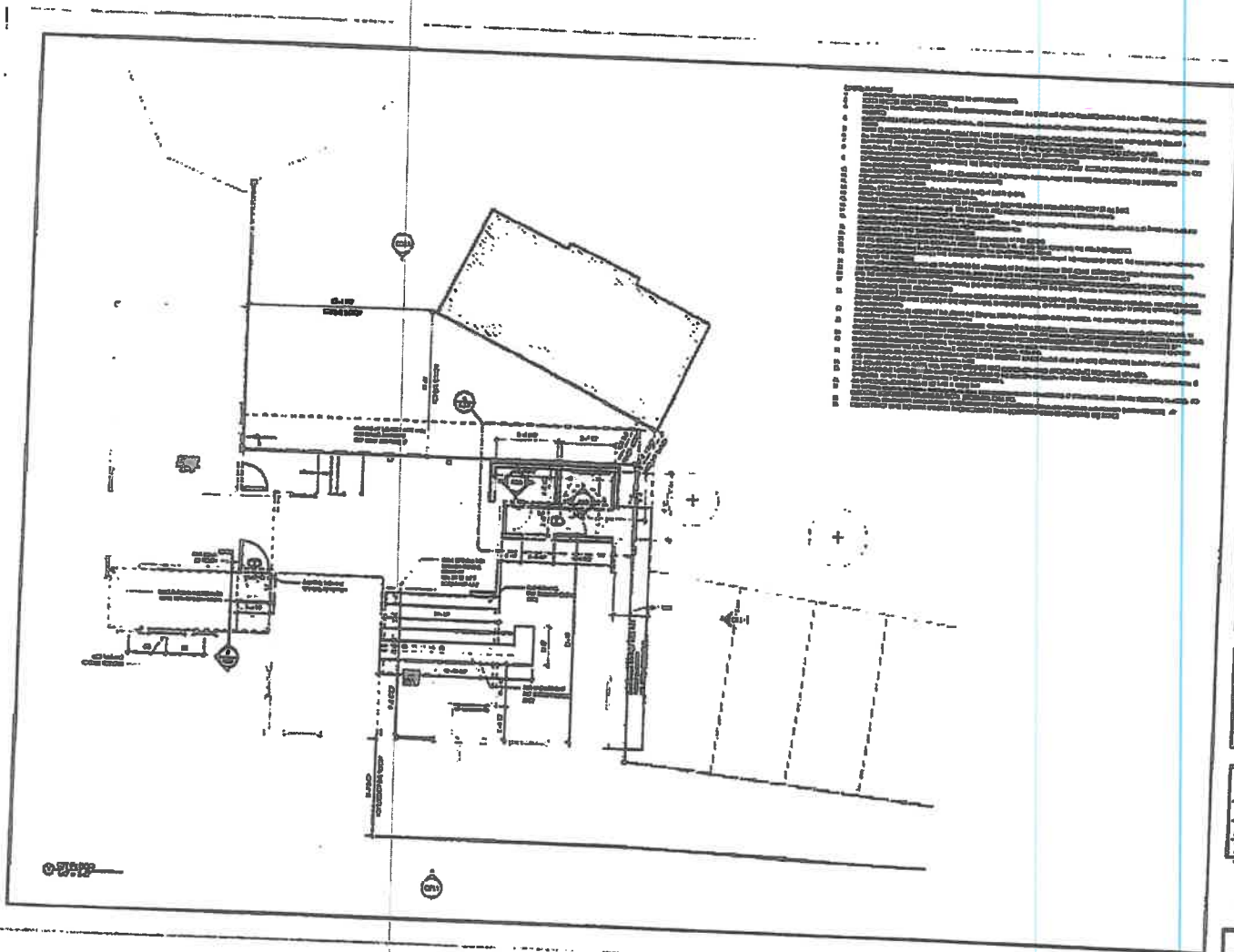


Mabel's Lobster Claw
124 Ocean Ave
Kennebunkport ME





124 Ocean Ave
 04046



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Mable's Kennelbunkport
existing building renovation

124 Ocean Ave, Hampton, VA 23060

Mable's Kennelbunkport
existing building renovation

Room	Area
Kennel	1000
Office	500
Storage	200
Restroom	100
Shower	100
Laundry	100
Breakroom	100
Living Room	100
Dining Room	100
Kitchen	100
Bathroom	100
Bedroom	100
Garage	100
Driveway	100
Yard	100
Patio	100
Deck	100
Pool	100
Spa	100
Hot Tub	100
Fire Pit	100
BBQ	100
Grill	100
Fireplace	100
Stove	100
Sink	100
Refrigerator	100
Dishwasher	100
Washing Machine	100
Dryer	100
Freezer	100
Ice Maker	100
Water Filter	100
Water Softener	100
Water Heater	100
Boiler	100
Furnace	100
AC	100
Heating	100
Cooling	100
Humidity	100
Lighting	100
Sound	100
Security	100
Alarm	100
Camera	100
Intercom	100
Phone	100
Internet	100
TV	100
Radio	100
Music	100
Books	100
Magazines	100
Newspapers	100
Periodicals	100
Comics	100
Games	100
Tools	100
Hardware	100
Electronics	100
Appliances	100
Furniture	100
Decor	100
Plants	100
Animals	100
People	100
Things	100
Places	100
Times	100
Weather	100
Seasons	100
Months	100
Days	100
Hours	100
Minutes	100
Seconds	100
Milliseconds	100
Microseconds	100
Nanoseconds	100
Picoseconds	100
Femtoseconds	100
Attoseconds	100
Zettoseconds	100
Yottoseconds	100
Planck Time	100
Age of the Universe	100
Life Span of a Human	100
Life Span of a Dog	100
Life Span of a Cat	100
Life Span of a Bird	100
Life Span of a Fish	100
Life Span of a Insect	100
Life Span of a Plant	100
Life Span of a Rock	100
Life Span of a Star	100
Life Span of a Galaxy	100
Life Span of the Universe	100

Room	Area
Kennel	1000
Office	500
Storage	200
Restroom	100
Shower	100
Laundry	100
Breakroom	100
Living Room	100
Dining Room	100
Kitchen	100
Bathroom	100
Bedroom	100
Garage	100
Driveway	100
Yard	100
Patio	100
Deck	100
Pool	100
Spa	100
Hot Tub	100
Fire Pit	100
BBQ	100
Grill	100
Fireplace	100
Stove	100
Sink	100
Refrigerator	100
Dishwasher	100
Washing Machine	100
Dryer	100
Freezer	100
Ice Maker	100
Water Filter	100
Water Softener	100
Water Heater	100
Boiler	100
Furnace	100
AC	100
Heating	100
Cooling	100
Humidity	100
Lighting	100
Sound	100
Security	100
Alarm	100
Camera	100
Intercom	100
Phone	100
Internet	100
TV	100
Radio	100
Music	100
Books	100
Magazines	100
Newspapers	100
Periodicals	100
Comics	100
Games	100
Tools	100
Hardware	100
Electronics	100
Appliances	100
Furniture	100
Decor	100
Plants	100
Animals	100
People	100
Things	100
Places	100
Times	100
Weather	100
Seasons	100
Months	100
Days	100
Hours	100
Minutes	100
Seconds	100
Milliseconds	100
Microseconds	100
Nanoseconds	100
Picoseconds	100
Femtoseconds	100
Attoseconds	100
Zettoseconds	100
Yottoseconds	100
Planck Time	100
Age of the Universe	100
Life Span of a Human	100
Life Span of a Dog	100
Life Span of a Cat	100
Life Span of a Bird	100
Life Span of a Fish	100
Life Span of a Insect	100
Life Span of a Plant	100
Life Span of a Rock	100
Life Span of a Star	100
Life Span of a Galaxy	100
Life Span of the Universe	100

A1.1

124 Ocean Ave
04046

Section VII: Required Additional Information for a Licensee/Applicant for an On-Premises Liquor License Who are Legal Business Entities

Questions 1 to 4 of this part of the application must match information in Section I of the application above and match the information on file with the Maine Secretary of State's office. If you have questions regarding your legal entity name or DBA, please call the Secretary of State's office at (207) 624-7752.

All Questions Must Be Answered Completely. Please print legibly.

1. Exact legal name: First Serve KPT Hospitality, Inc
2. Doing Business As, if any: Mabel's Lobster Claw
3. Date of filing with Secretary of State: 11/30/2018 State in which you are formed: Maine
4. If not a Maine business entity, date on which you were authorized to transact business in the State of Maine:
N/A
5. List the name and addresses for previous 5 years, birth dates, titles of officers, directors, managers, members or partners and the percentage ownership any person listed: (attached additional pages as needed)

Name	Address (5 Years)	Date of Birth	Title	Percentage of Ownership
Shiva Natarajan	8 Pepperell Way, York, ME 03904	06/10/1964	President	100.0000

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

MABEL'S LOBSTER CLAW RESTAURANT

Date 4/18/2023 15:20:44

Date Range: 1/1/2022 to 12/31/2022

Page 1

Operator: Pugliese

SALES SUMMARY

Report Level: Main Group Type

Grouped By: Profit Center

Filtered By: Plu

Total Covers 47558.00

Total Checks 20811

	Item Sales \$	Quantity	Sales %	Group%	\$ / Cov	Qty/Cov %	Avg Item	\$ / Chk
SHACK L	Cover Count: 2,193		Check Count: 1,234					
Food	62,685.00	6,142.00	3.19	99.60	28.58	281.58	10.15	43.62
Other	249.00	61.00	0.01	0.40	0.11	2.78	4.08	0.17
SHACK L Total	62,934.00	6,203.00	3.21	100.00	28.70	284.36	10.09	43.80
SHACK D	Cover Count: 2,606		Check Count: 1,256					
Food	83,496.00	7,313.00	4.25	99.89	32.04	282.66	11.34	57.62
Other	96.00	73.00	0.00	0.11	0.04	2.80	1.32	0.07
SHACK D Total	83,592.00	7,386.00	4.26	100.00	32.08	285.46	11.24	57.69
LUNCH	Cover Count: 22,601		Check Count: 9,203					
Food	677,458.62	68,150.00	34.52	86.09	29.97	309.24	9.69	72.99
Beverage	105,008.75	9,738.00	5.35	13.34	4.65	43.21	10.75	11.31
Other	4,424.57	373.00	0.23	0.56	0.20	1.65	11.86	0.48
LUNCH Total	786,891.94	78,261.00	40.10	100.00	34.82	354.09	9.83	84.78
DINNER	Cover Count: 20,158		Check Count: 8,562					
Food	831,567.24	68,214.00	42.38	80.82	41.25	343.02	12.03	91.46
Beverage	193,239.42	16,118.00	9.85	18.78	9.59	80.47	11.91	21.25
Other	4,121.00	371.00	0.21	0.40	0.20	1.84	11.11	0.45
Discount	-15.00	1.00	0.00	0.00	0.00	0.00	-15.00	0.00
DINNER Total	1,028,912.66	84,704.00	52.43	100.00	51.04	425.33	12.00	113.17
Grand Total	1,962,330.60	176,554.00	100.00		41.26	377.31	10.94	94.30

Disclaimer: Discount amounts by item may contain rounding errors of a few cents.

*** End of Report ***

MABEL'S LOBSTER CLAW RESTAURANT

Date 4/18/2023 15:13:52

Date Range: 1/1/2022 to 12/31/2022

Page 1

Operator: Pugliese

Sales & Covers

Report Level: Totals Only

Grouped By: Profit Center

Filtered By: Discounts, Zero Priced Items, Plu

Total Covers 47558.00

Total Checks 20811

	Item Sales \$	Quantity	Sales %	Group%	\$ / Cov	Qty/Cov %	Avg Item	\$ / Chk
SHACK L	Cover Count: 2,193 Check Count: 1,234							
SHACK L Total	63,277.50	4,103.00	3.21	100.00	28.85	187.10	15.42	44.03
SHACK D	Cover Count: 2,606 Check Count: 1,256							
SHACK D Total	84,006.00	5,070.00	4.26	100.00	32.24	194.55	16.57	58.06
LUNCH	Cover Count: 22,601 Check Count: 9,203							
LUNCH Total	790,161.57	52,809.00	40.08	100.00	34.96	233.66	14.96	85.24
DINNER	Cover Count: 20,158 Check Count: 8,562							
DINNER Total	1,034,193.50	61,439.00	52.45	100.00	51.30	304.79	16.83	114.23
Grand Total	1,971,638.57	123,421.00	100.00		41.46	259.52	15.97	94.84

*** End of Report ***

AGENDA ITEM DIVIDER

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

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

HOF 1995-4048

Legal Business Entity Applicant Name (corporation, LLC): SEASIDE HOTEL ASSOC. LTD. PARTNERSHIP	Business Name (D/B/A): NONANTUM RESORT
Individual or Sole Proprietor Applicant Name(s):	Physical Location: 95 OCEAN AVENUE
Individual or Sole Proprietor Applicant Name(s):	Mailing address, if different: PO Box 2624
Mailing address, if different from DBA address: c/o Ginn Real Estate 220 Maine Mall Rd South Portland, ME 04106	Email Address: STAY@NONANTUMRESORT.COM
Telephone # 207 967 4050	Business Telephone # 207 967-4050
Fax #: N/A	Fax #: N/A
Federal Tax Identification Number: 01-0493637	Maine Seller Certificate # or Sales Tax #: 0237544
Retail Beverage Alcohol Dealers Permit:	Website address: WWW.NONANTUMRESORT.COM

1. New license or renewal of existing license? ☐ New Expected Start date: _____
☒ Renewal Expiration Date: 7/11/23

2. The dollar amount of gross income for the licensure period that will end on the expiration date above:
 5/1/22-4/30/23
 Food: \$ 2,452,823 Beer, Wine or Spirits: \$ 1,014,401 Guest Rooms: \$ 4,796,551

3. Please indicate the type of alcoholic beverage to be sold: (check all that apply)

~~☐ Malt Liquor (beer)~~ ~~☐ Wine~~ ~~☐ Spirits~~

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

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

Refer to Section V for the License Fee Schedule on page 9

5. Business records are located at the following address:

95 OCEAN AVENUE ; KENNEBUNKPORT, MAINE

6. Is the licensee/applicant(s) citizens of the United States?

☒ Yes ☐ No

7. Is the licensee/applicant(s) a resident of the State of Maine?

☒ Yes ☐ No

NOTE: Applicants that are not citizens of the United States are required to file for the license as a business entity.

8. Is licensee/applicant(s) a business entity like a corporation or limited liability company?

☒ Yes ☐ No If Yes, complete Section VII at the end of this application

9. For a licensee/applicant who is a business entity as noted in Section I, does any officer, director, member, manager, shareholder or partner have in any way an interest, directly or indirectly, in their capacity in any other business entity which is a holder of a wholesaler license granted by the State of Maine?

☐ Yes ☒ No

☐ Not applicable – licensee/applicant(s) is a sole proprietor

10. Is the licensee or applicant for a license receiving, directly or indirectly, any money, credit, thing of value, endorsement of commercial paper, guarantee of credit or financial assistance of any sort from any person or entity within or without the State, if the person or entity is engaged, directly or indirectly, in the manufacture, distribution, wholesale sale, storage or transportation of liquor.

☐ Yes ☒ No

If yes, please provide details: _____

11. Do you own or have any interest in any another Maine Liquor License? ☐ Yes ☒ No

If yes, please list license number, business name, and complete physical location address: (attach additional pages as needed using the same format)

Name of Business	License Number	Complete Physical Address

12. List name, date of birth, place of birth for all applicants including any manager(s) employed by the licensee/applicant. Provide maiden name, if married. (attach additional pages as needed using the same format)

Full Name	DOB	Place of Birth
TINA HEWETT-GORDON (PALMIOTTO)	10-01-1969	NISKAYUNA, NY
MARK WOZNY	01-29-1958	LITTLETON, NH
BRENDAN GAUDRAULT	8-5-1985	WESTFORD, MA

Residence address on all the above for previous 5 years

Name	Address:
TINA HEWETT-GORDON	11 TIDEWATER CT. KENNEBUNK, ME
Name	Address:
MARK WOZNY	BEACHWOOD AVE KENNEBUNKPORT, ME
Name	Address:
BRENDAN GAUDRAULT	9 LAMPLIGHTER LANE SCARBOROUGH, ME
Name	Address:

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

☐ Yes ☒ No

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

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

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

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

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

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

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

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

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

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

18. If you are applying for a liquor license for a Hotel or Bed & Breakfast, please provide the number of guest rooms available: 109

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

SEE ATTACHED.

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

Name: ST. ANNE'S CHURCH

Distance: 1/4 MILE

Section II: Signature of Applicant(s)

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

Please sign and date in blue ink.

Dated: 5/11/23


Signature of Duly Authorized Person

Jean Ginn Marvin
Printed Name Duly Authorized Person

Signature of Duly Authorized Person

Printed Name of Duly Authorized Person

Section III: For use by Municipal Officers and County Commissioners only

The undersigned hereby certifies that we have complied with the process outlined in 28-A M.R.S. §653 and approve this on-premises liquor license application.

Dated: _____

Who is approving this application? ☐ Municipal Officers of _____

☐ County Commissioners of _____ County

- ☐ **Please Note:** The Municipal Officers or County Commissioners must confirm that the records of Local Option Votes have been verified that allows this type of establishment to be licensed by the Bureau for the type of alcohol to be sold for the appropriate days of the week. Please check this box to indicate this verification was completed.

Signature of Officials	Printed Name and Title

**This Application will Expire 60 Days from the date of
Municipal or County Approval unless submitted to the Bureau**

Included below is the section of Maine's liquor laws regarding the approval process by the municipalities or the county commissioners. This is provided as a courtesy only and may not reflect the law in effect at the time of application. Please see <http://www.mainelegislature.org/legis/statutes/28-A/title28-Asec653.html>

§653. Hearings; bureau review; appeal

1. Hearings. The municipal officers or, in the case of unincorporated places, the county commissioners of the county in which the unincorporated place is located, may hold a public hearing for the consideration of applications for new on-premises licenses and applications for transfer of location of existing on-premises licenses. The municipal officers or county commissioners may hold a public hearing for the consideration of requests for renewal of licenses, except that when an applicant has held a license for the prior 5 years and a complaint has not been filed against the applicant within that time, the applicant may request a waiver of the hearing.

A. The bureau shall prepare and supply application forms.



DESIGNATED AREAS OF ALCOHOL SERVICE
2023

All Public Areas Including:

Carriage Inn Front Lobby
Heckman's
River Room
Board Room
Longitudes
Traditions
95 Ocean
Captains Quarters
Pool Area/Latitudes
Carriage Inn Front Porch
Portside Lodge Lobby
Back Lawn

95 Ocean Avenue, PO Box 2626 * Kennebunkport, Maine 04046
Phone 207 967 4050 * 800 552 5651
www.nonantumresort.com

The Nonantum Resort

Kennebunk River



Lighthouse



Back Lawn



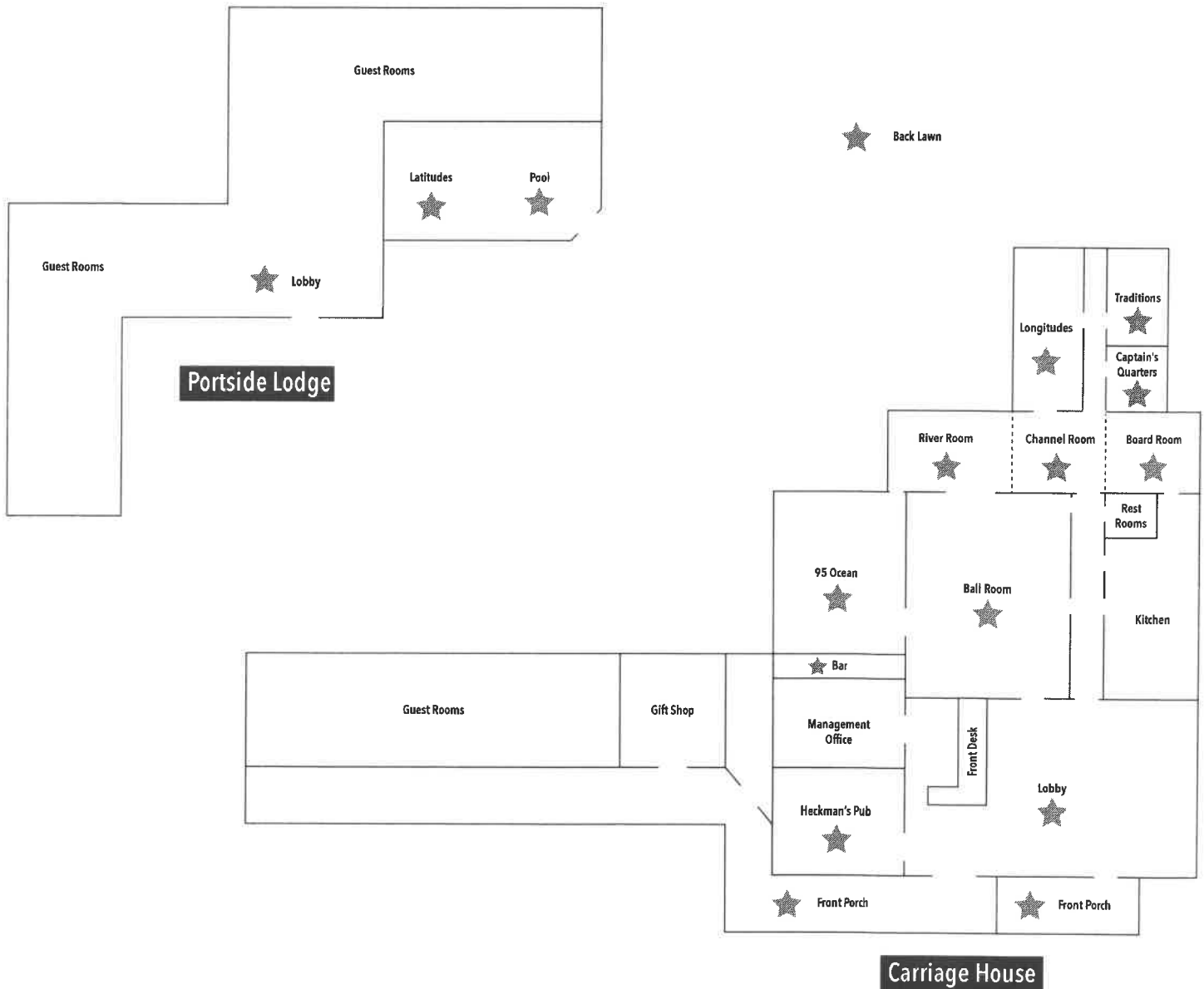
Back Lawn

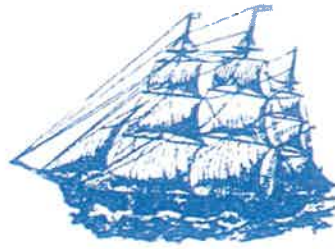


Back Lawn



Back Lawn





TOWN OF KENNEBUNKPORT, MAINE

— INCORPORATED 1653 —

APPLICATION SPECIAL AMUSEMENT PERMIT FOR DANCING AND ENTERTAINMENT

Name of Applicant TINA GORDON
Residence Address 11 TIDEWATER COURT KENNEBUNKPORT 04043
Home Telephone Number 207-590-0922
Name of Business SEASIDE HOTEL ASSOC. DBA NANTUCKET RESORT
Business Address 95 OCEAN AVENUE
Type of Business RESORT HOTEL
Business Telephone Number 207-967-4050
Nature of Special Amusement MUSIC

Has your liquor and or amusement license ever been denied or revoked?

Yes

No ☒

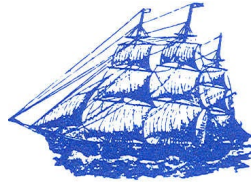
If yes, describe circumstances specifically. (Attach additional page if necessary)

1. Permit Fee: **\$ 100.00 (payable to the Town of Kennebunkport)**
2. By making application for this permit and signing this application form, I acknowledge that I am familiar with the rules and regulations governing this permit.

Tina Gordon
Signature of Applicant

Printed name: TINA GORDON

AGENDA ITEM DIVIDER



TOWN OF KENNEBUNKPORT, MAINE

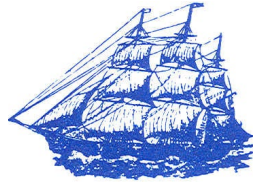
– INCORPORATED 1653 –

MEMORANDUM

To: Laurie Smith
Fr: Chris Simeoni, Deputy Director Public Works
Re: Accept bid for 2012 International
Dt: May 15th, 2023

On April 11th, 2023, the Public Works Department placed the 2012 International Work Star Model 7400 SFA 4X2 five-ton dump truck, VIN #: 1HTWDAZR8CJ674758 out to bid. The truck was listed on the Town's website, Facebook and Maine Municipal Association's website. Bids were to be received by 2:00pm on Wednesday May 3rd. We received only one bid. That bid was from the Town of Arundel. The bid was for \$22,599.00.

Prior to placing the truck out to bid, we did some preliminary research on the current market for a comparable truck. Allegiance Truck in Saco advised their current retail price for a similar truck in similar condition would be \$18,000. O'Connor Western Star advised that their retail price on a similar truck would also be about \$18,000. Based on this, it is my recommendation that the Town accept the bid from the Town of Arundel for \$22,599.00.



TOWN OF KENNEBUNKPORT, MAINE

– INCORPORATED 1653 –

The Town of Kennebunkport is now accepting bids for a 2012 International Work Star Model 7400 SFA 4X2 five-ton dump truck, VIN #:

1HTWDAZR8CJ674758. The truck has 31,578 miles and has the following:

- Tenco side dump sander bed
- Tenco 11' front plow
- Tenco 10' wing plow
- Good tires
- New front springs
- New bed chain
- New oil pan
- New hydraulic tank

The vehicle is being sold as is/where is, no warranty expressed or implied. The vehicle is available for inspection at the Town of Kennebunkport's Public Works garage, at 105 Beachwood Avenue, Monday through Friday during the hours of 7:00am and 3:00pm. Appointments should be made in advance by contacting the Director of Public Works, Chris Simeoni, at 207-967-5728. The minimum acceptable bid is \$15,000.00. The Town reserves the right to reject any and all bids. Sealed bids should contain contact information, bid amount and be addressed to Town of Kennebunkport C/O 2012 International, P.O. Box 566/6 Elm Street Kennebunkport, ME 04046. Bids must be received no later than 2:00pm on Wednesday May 3rd, 2023.

TOWN OF ARUNDEL

257 LIMERICK RD ARUNDEL MAINE 04046 (207) 985-4201 FAX (207) 985-7589

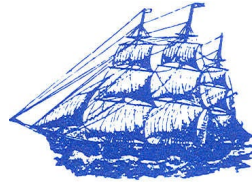
To: Elected Officials, Town of Kennebunkport
FR: Town Manager, Town of Arundel
RE: Bid on six-wheel Dump Truck
DATE April 25, 2023

The Town of Arundel would like to have you consider our Bid for the 2012 International Work Star Model 7400 SFA 4x2 five-ton Dump Truck VIN #1HTWDAZR8CJ674758 of ***Twenty Two Thousand Five Hundred and Ninety Nine Dollars (\$22,599.00)***

We are cautiously updating our Public Works Fleet and in this process have been looking at alternatives that assist us with this task in a cost effective manner. The unit you are placing out to bid would replace a 1998 Six Wheel Dump Truck which is currently in our fleet. This truck was anticipated for replace in our Capital Improvement Plan in 2026 which would have this unit in service for 28 years. The ability to update the truck now would provide some financial flexibility as our present CIP (Capital Improvement Plan) is lacking and this upgrade would provide the town some breathing room with other Capital Items that need to be purchased.

Any consideration you can provide with your review would certainly be appreciated.

AGENDA ITEM DIVIDER



TOWN OF KENNEBUNKPORT, MAINE

– INCORPORATED 1653 –

MEMORANDUM

To: Laurie Smith
Fr: Chris Simeoni, Deputy Director Public Works
Re: Consider lease agreement for excavator.
Dt: May 18th, 2023

Annually, the Public Works Department has rented an excavator during the spring, summer and fall months (approximately 6 months) to complete work that is difficult to accomplish with the backhoe. The monthly rental rate for the excavator has been between \$3950.00 and \$4827.00 depending on the vendor. This amounts to \$23,700 - \$28,962 for the **six-month period** we rent it.

Alta Equipment has proposed a lease option this year for a new JCB excavator equipped with options we typically rent one for \$1,633.51 per month for 72 months. This amounts to \$19,602.12 **annually**. The lease contains a non-appropriation clause that allows us to return the machine without penalty should budget conditions change and the Town does not want to fund the lease. The Town would have the option to purchase the machine at lease end for fair market value.

Given the \$4097.88 annual savings for leasing the machine as opposed to renting it, and the additional benefit of having the machine for year-round use as opposed to six months, I recommend the option of entering into a 72-month lease agreement with Alta Equipment.



5/19/2023

Lease Number: 208171

Town of Kennebunkport
6 Elm St
Kennebunkport, ME 04046-6155
Dear Customer:

Attached is your financing Documentation Package. Please ensure all forms are completed and signed.

Our goal is to help you complete your transaction as quickly as possible, so please following these guidelines for the fastest processing.

- Lease Agreement – Please have the Authorized Signor execute the documents and provide their title.
Certificate of Acceptance – **At the point of delivery, fill out this form and return the original to us. We will be unable to disburse funds until we receive this signed form.**

Schedule of Payments – Please sign and provide the title of the signor.

- Resolution-Certificate of Incumbency – List your Authorized Representative(s) and their title(s) in the body of the Resolution. Have the Authorized Representatives provide their names, title and signatures(s) on the lines which appear under the Authorized Representative Signature Section near the bottom of the Resolution. Finally, have the Secretary or appropriate Trustee attest to the information of the Authorized Representative(s) by signing and printing his/her name, title and date on the **last** signature line provided. **The person who validates the signature should not sign the Lease Agreement.** The Resolution must reflect the title(s) of the individual(s) who have authorization to sign the documents.
- Insurance Request Form – Fill in your insurer's information and sign. Please contact your insurer, prior to delivery, to obtain a certificate of insurance. Please enclose the certificate with the signed documentation or have the insurer fax the certificate directly to me.
- Copy of Vendor Invoices – Vendor should send invoices directly to JCB Finance with "Ship To" and "Bill To" in Lessee's name.
- If you are tax exempt, please provide a copy of your Tax Exemption Certificate.
- We require the original executed documents to be returned to:
JCB Finance
655 Business Center Drive, Suite 250
Horsham, PA 19044
- Above documentation can be emailed to doug.mcallister@leaserv.com.

Thank you for choosing JCB Finance for your financing needs. We appreciate your business. If I can be of assistance, please contact me at doug.mcallister@leaserv.com or .
Sincerely,

Doug McAllister
Commercial Transaction Coordinator

Lease Agreement

Dated as of 05/19/2023
Lease Number: 208171

Lessor: JCB Finance
655 Business Center Drive
Horsham, Pennsylvania 19044

Lessee: LESSEE FULL LEGAL NAME
Town of Kennebunkport
6 Elm St, Kennebunkport, ME 04046-6155

FEDERAL TAX ID
01-6000222

Equipment Description

Quantity	Year, Manufacturer, Model and Description	Serial Number
1	JCB 85Z Mini Excavator	

Lease Term is for 72 months, with Rent payments due in Monthly; each in the amounts set forth in the attached Schedule of Payments.

Lessee shall pay Rent payments exclusively from legally available funds in U.S. currency to Lessor in the amounts and on the dates set forth herein, without notice or demand.

TERMS AND CONDITIONS

- LEASE.** Subject to the terms of this Lease, Lessee agrees to lease from Lessor the equipment (the "Equipment") described above when Lessor accepts this Lease. Lessee agrees to be bound by all the terms of this Lease.
- DELIVERY AND ACCEPTANCE OF EQUIPMENT.** Acceptance of the Equipment occurs upon delivery. When Lessee receives the Equipment, Lessee agrees to inspect it and to verify by telephone or in writing such information as Lessor may require. Delivery and installation costs are Lessee's responsibility. If Lessee signed a purchase contract for the Equipment, by signing this Lease Lessee assigns its rights, but none of its obligations under the purchase contract, to Lessor.
- RENT.** Lessee agrees to pay Lessor Rent (plus applicable taxes) in the amount and frequency stated above. If Lessee's Rent payments are due in Advance, Lessee's first Rent payment is due on the date Lessee accepts the Equipment under the Lease. Lessor will advise Lessee as to (a) the due date of each Rent payment, and (b) the address to which Lessee must send payments. Rent is due whether or not Lessee receives an invoice from Lessor. Lessee will pay Lessor any required advance rent when Lessee signs this Lease. Lessee authorizes Lessor to change the Rent by not more than 15% due to changes in the Equipment configuration, which may occur prior to Lessor's acceptance of this Lease. Restrictive endorsements on checks Lessee sends to Lessor will not reduce Lessee's obligations to Lessor.
- NON-APPROPRIATION OF FUNDS.** Lessee intends to remit all Rent and other payments to Lessor for the full Lease Term if funds are legally available. In the event Lessee is not granted an appropriation of funds at any time during the Lease Term for the Equipment subject to this Lease and operating funds are not otherwise available to Lessee to pay the Rent and other payments due and to become due under this Lease, and there is no other legal procedure or available funds by or with which payment can be made to Lessor, and the non-appropriation did not result from an act or omission by Lessee, Lessee shall have the right to return the Equipment as provided herein and terminate this Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee, except as the portion of Rent for which funds shall have been appropriated and budgeted. At least 30 days prior to the end of Lessee's fiscal year, Lessee's chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the upcoming fiscal period, (b) such non-appropriation did not result from any act or failure to act by Lessee, and (c) Lessee has exhausted all funds legally available for the payment of Rent.
- UNCONDITIONAL OBLIGATION.** LESSEE AGREES THAT IT IS UNCONDITIONALLY OBLIGATED TO PAY ALL RENT AND ANY OTHER AMOUNTS DUE UNDER THIS LEASE IN ALL FISCAL YEARS IN WHICH FUNDS HAVE BEEN APPROPRIATED NO MATTER WHAT HAPPENS, EVEN IF THE EQUIPMENT IS DAMAGED OR DESTROYED, IF IT IS DEFECTIVE OR IF LESSEE HAS TEMPORARY OR PERMANENT LOSS OF ITS USE. LESSEE IS NOT ENTITLED TO ANY REDUCTION OR SET-OFF AGAINST RENT OR OTHER AMOUNTS DUE UNDER THIS LEASE FOR ANY REASON WHATSOEVER.
- DISCLAIMER OF WARRANTIES.** THE EQUIPMENT IS BEING LEASED TO LESSEE IN "AS IS" CONDITION. LESSEE AGREES THAT LESSOR HAS NOT MANUFACTURED THE EQUIPMENT AND THAT LESSEE HAS SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. LESSEE HAS NOT RELIED ON ANY STATEMENTS LESSOR OR ITS EMPLOYEES HAVE MADE. LESSOR HAS NOT MADE AND DOES NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW. Lessee is aware of the name of the Equipment manufacturer. If the manufacturer has provided Lessor with a warranty, Lessor assigns its rights to such warranty to Lessee and Lessee may enforce all warranty rights directly against the manufacturer of the Equipment. Lessee agrees to settle any dispute regarding performance of the Equipment directly with the manufacturer of the Equipment.
- TITLE AND SECURITY INTEREST.** Unless otherwise required by the laws of the state where Lessee is located, Lessor shall have title to the Equipment during the Lease Term.

- 8. USE, MAINTENANCE AND REPAIR.** Lessee will not move the Equipment from the Equipment Location without Lessor's advance written consent. Lessee will give Lessor reasonable access to the Equipment Location so that Lessor can check the Equipment's existence, condition and proper maintenance. Lessee will use the Equipment in the manner for which it was intended, as required by all applicable manuals and instructions, and keep it eligible for any manufacturer's certification and/or standard full service maintenance contract. At Lessee's own cost and expense, Lessee will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. Lessee will not make any permanent alterations to the Equipment and will remove any alterations or markings from the Equipment before returning to Lessor.
- 9. TAXES.** Unless a proper exemption certificate is provided, applicable sales and use taxes will be added to the Rent. Lessee agrees to pay Lessor, when invoiced, all taxes (including any sales, use and personal property taxes), fines, interest and penalties relating to this Lease and the Equipment (excluding taxes based on Lessor's net income). Lessee agrees to file any required personal property tax returns and, if Lessor asks, Lessee will provide Lessor with proof of payment. Lessor does not have to contest any tax assessments.
- 10. INDEMNITY.** Lessor is not responsible for any injuries, damages, penalties, claims or losses, including legal expenses, incurred by Lessee or any other person caused by the transportation, installation, manufacture, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the Equipment. To the extent permitted by law, Lessee agrees to reimburse Lessor for and defend Lessor against any claims for such losses, damages, penalties, claims, injuries, or expenses. This indemnity continues even after this Lease has expired, for acts or omissions that occurred during the Lease Term.
- 11. IDENTIFICATION.** Lessee authorizes Lessor to insert or correct missing information on this Lease, including serial numbers and any other information describing the Equipment.
- 12. LOSS OR DAMAGE.** Lessee is responsible for any loss of the Equipment from any cause at all, whether or not insured, from the time the Equipment is shipped to Lessee until it is returned to Lessor. If any item of Equipment is lost, stolen or damaged, Lessee will promptly notify Lessor of such event. Then, at Lessor's option, Lessee will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay Lessor an amount equal to the Net Book Value (as defined herein) of the lost, stolen or damaged Equipment. If Lessee has satisfied their obligations herein, Lessor will forward to Lessee any insurance proceeds which Lessor receives for lost, damaged, or destroyed Equipment. If Lessee is in default, Lessor will apply any insurance proceeds Lessor receives to reduce Lessee's obligations pursuant to this Lease.
- 13. INSURANCE.** Lessee agrees to (a) keep the Equipment fully insured against loss, naming Lessor as loss payee, and (b) obtain a general public liability insurance policy covering both personal injury and property damage in amounts not less than Lessor may tell Lessee, naming Lessor as additional insured, until Lessee has met all their obligations under this Lease. Lessor is under no duty to tell Lessee if Lessee's insurance coverage is adequate. The policies shall state that Lessor is to be notified of any proposed cancellation at least 30 days prior to the date set for cancellation. Upon Lessor's request, Lessee agrees to provide Lessor with evidence of insurance acceptable to Lessor. If Lessee does not provide Lessor with evidence of proper insurance within ten days of Lessor's request or Lessor receives notice of policy cancellation, Lessor may (but Lessor is not obligated to) obtain insurance on Lessor's interest in the Equipment at Lessee's expense. Lessee will pay all insurance premiums and related charges.
- 14. DEFAULT.** Lessee will be in default under this Lease if any of the following happens: (a) Lessor does not receive any Rent or other payment due under this Lease within ten days after its due date, (b) Lessee fails to perform or observe any other promise or obligation in this Lease and does not correct the default within ten days after Lessor sends Lessee written notice of default, (c) any representation, warranty or statement Lessee has made in this Lease shall prove to have been false or misleading in any material respect, (d) any insurance carrier cancels or threatens to cancel any insurance on the Equipment, (e) the Equipment or any part of it is abused, illegally used, misused, lost, destroyed, or damaged beyond repair, (f) a petition is filed by or against Lessee under any bankruptcy or insolvency laws, or (g) Lessee defaults on any other agreement between it and Lessor (or Lessor's affiliates).
- 15. REMEDIES.** Upon the occurrence of a default, Lessor may, in its sole discretion, do any or all of the following: (a) provide written notice to Lessee of default, (b) as liquidated damages for loss of a bargain and not as a penalty, declare due and payable, the present value of (i) any and all amounts which may be then due and payable by Lessee to Lessor under this Lease, plus (ii) all Rent payments remaining through the end of the then current fiscal year, discounted at the higher of 3% or the lowest rate allowed by law plus the Fair Market Value (as defined herein) of the Equipment (collectively, the "Net Book Value") and (c) require Lessee to immediately return the Equipment to Lessor. Lessor has the right to require Lessee to make the Equipment available to Lessor for repossession during reasonable business hours or Lessor may repossess the Equipment, so long as Lessor does not breach the peace in doing so, or Lessor may use legal process in compliance with applicable law pursuant to court order to have the Equipment repossessed. Lessee will not make any claims against Lessor or the Equipment for trespass, damage or any other reason. If Lessor takes possession of the Equipment Lessor may (a) sell or lease the Equipment at public or private sale or lease without notice, and/or (b) exercise such other rights as may be allowed by applicable law. Although Lessee agrees that Lessor has no obligation to sell the Equipment, if Lessor does sell the Equipment, Lessor will reduce the Net Book Value by the amounts Lessor receives. Lessee will immediately pay Lessor the remaining Net Book Value. Lessee agrees (a) to pay all of the costs Lessor incurs to enforce Lessor's rights against Lessee, including attorney's fees, and (b) that Lessor will retain all of Lessor's rights against Lessee even if Lessor does not choose to enforce them at the time of Lessee's default.
- 16. LESSEE'S OPTION AT END OF LEASE.** Notwithstanding anything contained in the Lease to the contrary, so long as no default shall have occurred and be continuing, Lessee may, at Lessee's option, purchase the Equipment leased pursuant to this Lease on an "as is, where is" basis, without representation or warranty, express or implied, at the end of the Lease Term at a price equal to the Fair Market Value thereof, plus applicable taxes. Fair Market Value shall be the retail in-place value of the Equipment as determined solely by Lessor. This purchase option as applicable shall only be available if Lessee gives Lessor 90 days' prior written notice of Lessee's irrevocable intent to exercise such option and Lessor and Lessee shall have agreed to all terms and conditions of such purchase prior to the expiration date of the Lease Term. Until the Equipment is returned as required below, all terms of the Lease shall remain in full force and effect including the obligation to pay Rent calculated on a monthly basis.
- 17. RETURN OF EQUIPMENT.** If (a) default occurs, (b) a non-appropriation of funds occurs as provided herein, or (c) Lessee does not exercise its purchase option at the end of the Lease Term, Lessee will immediately return the Equipment to any location(s) in the continental United States and aboard any carriers(s) Lessor may designate. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, maintained in

accordance with this Lease, and in "Average Saleable Condition." "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third-party buyer, user or lessee, other than Lessee named in this Lease, without the need for any repair or refurbishment. Lessee will pay Lessor for any missing or defective parts or accessories. Lessee will continue to pay Rent calculated on a monthly basis until the Equipment is received and accepted by Lessor.

- 18. LESSEE'S REPRESENTATIONS AND WARRANTIES.** Lessee hereby represents and warrants to Lessor that as of the date of this Lease, and throughout the Lease Term: (a) Lessee is the entity indicated in this Lease; (b) Lessee is a state or a fully constituted political subdivision or agency of the State in which Lessee is located; (c) Lessee is duly organized and existing under the constitution and laws of the state in which they are located; (d) Lessee is authorized to enter into and carry out Lessee's obligations under this Lease, any documents relative to the acquisition of the Equipment and any other documents required to be delivered in connection with this Lease (collectively, the "Documents"); (e) the Documents have been duly authorized, executed and delivered by Lessee in accordance with all applicable laws, rules, ordinances, and regulations, the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of Lessee's governing body, and hold the offices indicated below their signature, each of which are genuine; (f) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of Lessee's authority; (g) Lessee intends to use the Equipment for the entire Lease Term for such function and shall take all necessary action to include in Lessee's annual budget any funds required to fulfill Lessee's obligations for each fiscal year during the Lease Term; (h) Lessee has complied fully with all applicable law governing open meetings, public bidding and appropriations required in connection with this Lease and the acquisition of the Equipment; (i) Lessee's obligations to remit Rent under this Lease constitutes a current expense and not a debt under applicable state law and no provision of this Lease constitutes a pledge of Lessee's tax or general revenues, and any provision which is so constructed by a court of competent jurisdiction is void from the inception of this lease; and (j) all financial information Lessee has provided to Lessor is true and accurate and provides a good representation of Lessee's financial condition.
- 19. LESSEE'S PROMISES.** In addition to the other provisions of this Lease, Lessee agrees that during the term of this Lease (a) Lessee will promptly notify Lessor in writing if it moves its principal office or changes its name or legal structure, (b) Lessee will provide to Lessor such financial information as may reasonably request from time to time, and (c) Lessee will take any action Lessor reasonably requests to protect Lessor's rights in the Equipment and to meet Lessee's obligations under this Lease.
- 20. ASSIGNMENT. LESSEE WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB-LEASE OR PART WITH POSSESSION OF THE EQUIPMENT OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE EQUIPMENT.** Lessee will not attach any of the Equipment to any real estate.
- 21. ASSIGNMENT BY LESSOR.** This Lease, and the rights of Lessor hereunder and in and to the Equipment, may be assigned and reassigned in whole or in part to one or more assignees by Lessor or its assigns at any time without the necessity of obtaining the consent of Lessee. Upon an assignment, Lessee agrees to make all payments as designated in the assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of this Lease or otherwise) that Lessee may from time to time have against Lessor or Lessor's assigns.
- 22. COLLECTION EXPENSES, OVERDUE PAYMENT.** Lessee agrees that Lessor can, but does not have to, take on Lessee's behalf any action which Lessee fails to take as required by this Lease, and Lessor's expenses will be in addition to that of the Rent which Lessee owes Lessor. If Lessor receives any payment from Lessee after the due date, Lessee shall pay Lessor on demand as a late charge 5% of such overdue amount, limited, however, to the maximum amount allowed by law.
- 23. MISCELLANEOUS.** This Lease contains the entire agreement and supersedes any conflicting provision of any equipment purchase order or any other agreement. **TIME IS OF THE ESSENCE IN THIS LEASE.** If a court finds any provision of Lease to be unenforceable, the remaining terms of this Lease shall remain in effect. **THIS LEASE IS A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.** Lessee authorizes Lessor (or Lessor's agent) to (a) obtain credit reports, (b) make such other credit inquiries as Lessor may deem necessary, and (c) furnish payment history information to credit reporting agencies. To the extent permitted by law, Lessor may charge Lessee a fee of \$250.00 to cover Lessor's documentation and investigation costs.
- 24. NOTICES.** All of Lessee's written notices to Lessor must be sent by certified mail or recognized overnight delivery service, postage prepaid, to Lessor at Lessor's address stated in this Lease, or by facsimile transmission to Lessor's facsimile telephone number, with oral confirmation of receipt. All of Lessor's notices to Lessee may be sent first class mail, postage prepaid, to Lessee's address stated in this Lease. At any time after this Lease is signed, Lessee or Lessor may change an address or facsimile telephone number by giving notice to the other of the change.
- 25. ANTI-MONEY LAUNDERING/INTERNATIONAL TRADE COMPLIANCE.** Lessee represents, warrants and covenants to Lessor, as of the date of this Lease, the date of each advance of proceeds under the Lease, the date of any renewal, extension or modification of this Lease, and at all times until this Lease has been terminated and all amounts thereunder have been indefeasibly paid in full, that: (a) no Covered Entity (i) is a Sanctioned Person; (ii) has any of its assets in a Sanctioned Jurisdiction or in the possession, custody or control of a Sanctioned Person; (iii) does business in or with, or derives any of its operating income from investments in or transactions with, any Sanctioned Jurisdiction or Sanctioned Person; (b) the proceeds of this Lease will not be used to fund any unlawful activity; (c) the funds used to repay the Lease are not derived from any unlawful activity; (d) each Covered Entity is in compliance with, and no Covered Entity engages in any dealings or transactions prohibited by, any laws of the United States, including but not limited to any Anti-Terrorism Laws; and (e) no Equipment is or will become Embargoed Property. Lessee covenants and agrees that (a) it shall immediately notify Lessor in writing upon the occurrence of a Reportable Compliance Event; and (b) if, at any time, any Equipment becomes Embargoed Property, in addition to all other rights and remedies available to Lessor, upon request by Lessor, Lessee shall provide substitute Equipment acceptable to Lessor that is not Embargoed Property.
- 26.** As used herein: "**Anti-Terrorism Laws**" means any laws relating to terrorism, trade sanctions programs and embargoes, import/export licensing, money laundering, or bribery, all as amended, supplemented or replaced from time to time; "**Compliance Authority**" means each and all of the (a) U.S. Treasury Department/Office of Foreign Assets Control, (b) U.S. Treasury Department/Financial Crimes Enforcement Network, (c) U.S. State Department/Directorate of Defense Trade Controls, (d) U.S. Commerce Department/Bureau of Industry and Security, (e) U.S. Internal Revenue Service, (f) U.S. Justice Department, and (g)

U.S. Securities and Exchange Commission; “**Covered Entity**” means Lessee, its affiliates and subsidiaries, all other obligors, all owners of the foregoing, and all brokers or other agents of Lessee acting in any capacity in connection with this Lease; “**Embargoed Property**” means any property (a) in which a Sanctioned Person holds an interest; (b) beneficially owned, directly or indirectly, by a Sanctioned Person; (c) that is due to or from a Sanctioned Person; (d) that is located in a Sanctioned Jurisdiction; or (e) that would otherwise cause any actual or possible violation by Lessor of any applicable Anti-Terrorism Law if Lessor were to obtain an encumbrance on, lien on, pledge of or security interest in such property or provide services in consideration of such property; “**Reportable Compliance Event**” means (1) any Covered Entity becomes a Sanctioned Person, or is indicted, arraigned, investigated or custodially detained, or receives an inquiry from regulatory or law enforcement officials, in connection with any Anti-Terrorism Law or any predicate crime to any Anti-Terrorism Law, or self-discovers facts or circumstances implicating any aspect of its operations with the actual or possible violation of any Anti-Terrorism Law; (2) any Covered Entity engages in a transaction that has caused or may cause Lessor to be in violation of any Anti-Terrorism Laws, including a Covered Entity’s use of any proceeds of the Lease to fund any operations in, finance any investments or activities in, or, make any payments to, directly or indirectly, a Sanctioned Jurisdiction or Sanctioned Person; or (3) any Equipment becomes Embargoed Property; “**Sanctioned Jurisdiction**” means a country subject to a sanctions program maintained by any Compliance Authority; and “**Sanctioned Person**” means any individual person, group, regime, entity or thing listed or otherwise recognized as a specially designated, prohibited, sanctioned or debarred person or entity, or subject to any limitations or prohibitions (including but not limited to the blocking of property or rejection of transactions), under any order or directive of any Compliance Authority or otherwise subject to, or specially designated under, any sanctions program maintained by any Compliance Authority.

- 27. USA PATRIOT ACT NOTICE.** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each lessee that opens an account. What this means: when the Lessee opens an account, Lessor will ask for the business name, business address, taxpayer identifying number and other information that will allow the Lessor to identify Lessee, such as organizational documents. For some businesses and organizations, Lessor may also need to ask for identifying information and documentation relating to certain individuals associated with the business or organization.
- 28. WAIVERS. LESSOR AND LESSEE EACH AGREE TO WAIVE, AND TO TAKE ALL REQUIRED STEPS TO WAIVE, ALL RIGHTS TO A JURY TRIAL.** To the extent Lessee is permitted by applicable law, Lessee waives all rights and remedies conferred upon a lessee by Article 2A (Sections 508-522) of the Uniform Commercial Code. To the extent Lessee is permitted by applicable law, Lessee waives any rights they now or later may have under any statute or otherwise which requires Lessor to sell or otherwise use any Equipment to reduce Lessor’s damages, which requires Lessor to provide Lessee with notice of default, intent to accelerate amounts becoming due or acceleration of amounts becoming due, intent to sale the Equipment at a public or private sale, or which may otherwise limit or modify any of Lessor’s rights or remedies. Lessor will not be liable for specific performance of this Lease or for any losses, damages, delay or failure to deliver Equipment.
- 29. IMPORTANT INFORMATION ABOUT PHONE CALLS.** By providing telephone number(s) to Lessor, now or at any later time, Lessee authorizes Lessor and its affiliates and designees to contact Lessee regarding Lessee account(s) with Lessor or its affiliates, whether such accounts are Lessee individual accounts or business accounts for which Lessee is a contact, at such numbers using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP or other wireless phone number, or leaving prerecorded messages or sending text messages, even if charges may be incurred for the calls or text messages. Lessee consents that any phone call with Lessor may be monitored or recorded by Lessor.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS LEASE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY NOT BE LEGALLY ENFORCED. THE TERMS OF THIS LEASE MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT BETWEEN LESSEE AND LESSOR. LESSEE AGREES TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS LEASE. LESSEE AGREES THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES. LESSEE CERTIFIES THAT ALL THE INFORMATION GIVEN IN THIS LEASE AND LESSEE’S APPLICATION WAS CORRECT AND COMPLETE WHEN THIS LEASE WAS SIGNED. THIS LEASE IS NOT BINDING UPON LESSOR OR EFFECTIVE UNLESS AND UNTIL LESSOR EXECUTES THIS LEASE. THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF THE LESSEE.

Town of Kennebunkport
("Lessee")

X
Authorized Signature

Print Name

Title

Date

6 Elm St, Kennebunkport, ME 04046-6155

JCB Finance
("Lessor")

X
Authorized Signature

Print Name

Title:

655 Business Center Drive
Horsham, PA 19044

SCHEDULE OF PAYMENTS

Lease Number 208171

Attached to and made a part of that certain Lease Agreement by and between JCB Finance, as Lessor, and Town of Kennebunkport, as Lessee.

Rent payments are payable as follows:

Payment Number	Rent Payment	Payment Number	Rent Payment	Payment Number	Rent Payment
1	\$1,633.51	26	\$1,633.51	51	\$1,633.51
2	\$1,633.51	27	\$1,633.51	52	\$1,633.51
3	\$1,633.51	28	\$1,633.51	53	\$1,633.51
4	\$1,633.51	29	\$1,633.51	54	\$1,633.51
5	\$1,633.51	30	\$1,633.51	55	\$1,633.51
6	\$1,633.51	31	\$1,633.51	56	\$1,633.51
7	\$1,633.51	32	\$1,633.51	57	\$1,633.51
8	\$1,633.51	33	\$1,633.51	58	\$1,633.51
9	\$1,633.51	34	\$1,633.51	59	\$1,633.51
10	\$1,633.51	35	\$1,633.51	60	\$1,633.51
11	\$1,633.51	36	\$1,633.51	61	\$1,633.51
12	\$1,633.51	37	\$1,633.51	62	\$1,633.51
13	\$1,633.51	38	\$1,633.51	63	\$1,633.51
14	\$1,633.51	39	\$1,633.51	64	\$1,633.51
15	\$1,633.51	40	\$1,633.51	65	\$1,633.51
16	\$1,633.51	41	\$1,633.51	66	\$1,633.51
17	\$1,633.51	42	\$1,633.51	67	\$1,633.51
18	\$1,633.51	43	\$1,633.51	68	\$1,633.51
19	\$1,633.51	44	\$1,633.51	69	\$1,633.51
20	\$1,633.51	45	\$1,633.51	70	\$1,633.51
21	\$1,633.51	46	\$1,633.51	71	\$1,633.51
22	\$1,633.51	47	\$1,633.51	72	\$1,633.51
23	\$1,633.51	48	\$1,633.51		
24	\$1,633.51	49	\$1,633.51		
25	\$1,633.51	50	\$1,633.51		

Town of Kennebunkport
("Lessee")

X
Authorized Signature

Print Name

Title:

JCB Finance
("Lessor")

By: _____

Title _____



CERTIFICATE OF ACCEPTANCE

Lessor: JCB Finance
Lessee: Town of Kennebunkport
Agreement #: 208171

Equipment:

Quantity	Year, Manufacturer, Model and Description	Serial Number
1	JCB 85Z Mini Excavator	

Lessee, through its authorized representative, hereby certifies to Lessor that:

1. The Equipment has been duly delivered to the location where it will be used, which the Equipment Location is set forth in the above described Agreement with Lessee ("Lease Agreement").
2. All of the Equipment has been inspected and is determined to be (a) complete, (b) properly installed, (c) functioning, and (d) in good working order and in compliance with all applicable specifications.
3. The Equipment is of a size, design, capacity and manufacture acceptable to Lessee and suitable for Lessee's purposes.
4. Lessee acknowledges that the signature on this document (i) constitutes unconditional acceptance of the Equipment under and subject to the terms of the Lease Agreement, (ii) that such acceptance is not on a trial basis and (iii) hereby authorizes the commencement of the Lease Agreement and the date below reflects the date the equipment was accepted.
5. Lessee is not in default under the Lease Agreement and all of Lessee's statements and promises set forth in the Lease Agreement are true and correct.

A photocopy, facsimile, scanned copy or other electronic copy of this document shall be accepted as a legal binding agreement.

Accepted by:

Lessee: Town of Kennebunkport

By: _____
(Signature)

(Name)

(Title)

(Date)



RESOLUTION AND CERTIFICATE OF INCUMBENCY

I hereby certify to JCB Finance, its successors and assigns ("Creditor"), that I am _____ the ("Authorized Person") of Town of Kennebunkport ("Customer"), a legal entity formed pursuant to the laws of _____ and that the following is a true copy of resolutions duly adopted by the governing body of the Customer on _____ and further that such resolutions are in conformity with the organizational and governing documents of the Customer and are in full force and effect on the date hereof and have not been modified or rescinded:

"RESOLVED, that the Customer is authorized to enter into financing or leasing transactions with the Creditor as a obligor to the Creditor and/or as a grantor of collateral for the purposes of security to the Creditor;" and

"FURTHER RESOLVED, that any individual listed below of this Customer be, and each of them hereby is, authorized in the name and on behalf of this Customer to finance, lease, and/or guarantying with the Creditor, on terms and conditions, in their sole discretion, may determine, and for this purpose to execute and deliver in the name and on behalf of this Customer any documentation evidencing such financing, leasing, and/or guarantying, with such changes, additions and amendments thereto as shall be approved by any individual listed below who executes the same, and such other agreements, documents and instruments, and to do all such other acts and things, as may be required to consummate this arrangement;"

"FURTHER RESOLVED, That the Authorized Person of this Customer is authorized and directed to deliver and certify to Creditor a certified copy of these resolutions and that the same are in conformity with the organizational and governing documents of this Customer; and"

"FURTHER RESOLVED, That the Creditor shall be able to rely upon these resolutions until expressly revoked by an authorized representative of this Customer only with prospective effect."

I further certify that the following persons are duly elected, qualified and acting authorized representatives of the Customer, holding the titles appearing opposite their respective names:

AUTHORIZED REPRESENTATIVES OF CUSTOMER

(NOTE: THE AUTHORIZED REPRESENTATIVES OF CUSTOMER CANNOT BE THE SAME PERSON AS THE AUTHORIZED PERSON SIGNING BELOW)

IMPORTANT INSTRUCTIONS FOR FILLING OUT THIS SECTION List the people and their title who can sign the lease, loan and/or guaranty documents The people listed here cannot be the same person signing below unless the Customer has one member or director, which in such case the person signing is certifying they are the sole member or director of the Customer.	Name (print)	Title

I hereby attest that this information is true and correct as of this day of _____

Customer: Town of Kennebunkport

X Signature

Print Name:

Title:

Date:

NOTE: THE FOLLOWING PERSONS MAY SIGN EXECUTE THIS DOCUMENT ON BEHALF OF THE CUSTOMER DEPENDING ON THE LEGAL ENTITY FORM OF CUSTOMER:

Type of Legal Entity	Examples of Persons Who Can Sign On Behalf of Legal Entity
Corporation	President, Secretary, Assistant Secretary, Treasurer, CEO, CFO, COO
Limited Liability Company (Member Managed)	Member, Managing Member, President, Secretary, Assistant Secretary, Treasurer, CEO, CFO, COO
Limited Liability Company (Manager Managed)	Member, Manager, President, Secretary, Treasurer, CEO, CFO, COO
Limited Partnership	General Partner, Managing Partner, President, Secretary, Treasurer, CEO, CFO, COO
Partnership	General Partner, Managing Partner, Partner



NOTIFICATION OF TAX TREATMENT

Lease Agreement #: 208171
Lessor: JCB Finance
Lessee: Town of Kennebunkport

Lessor is required to collect and remit sales/use tax in the taxing jurisdiction where your equipment will be located. If you select that you are exempt by marking one of the checkboxes below, you must provide a valid exemption certificate. If you do not provide this certificate prior to the booking of your transaction, you will be responsible for sales tax on all accrued payments.

- If tax has been remitted up front and financed into your lease payment, your account will not be marked sales tax exempt if you provide an exemption certificate after your transaction has been booked.
- If your tax is remitted on a monthly basis, your lease may be marked sales tax exempt for the remaining payments left to be invoiced if you provide a valid exemption certificate after your transaction has been booked.
- In the event we do not receive a valid sales tax exemption certificate prior to the date your lease commences, you will be charged sales/use tax.

Personal property tax returns will be filed as required by local law. In the event that any tax abatements or special exemptions are available on the equipment you will be leasing from us, please notify us as soon as possible and forward the related documentation to us for us to determine if the tax abatement or special exemptions are available to us. This will ensure that your leased equipment will be reported correctly.

Please indicate below if your lease is subject to tax or whether a valid exemption exists.

Sales Tax

- ☐ I agree that my lease is subject to sales/use tax.
- ☐ I am exempt from sales/use tax and I have attached a completed exemption certificate to Lessor.
- ☐ I am claiming a partial exemption from tax. I have attached a completed exemption certificate or other documented proof of this partial exemption.
- ☐ I agree that my business is subject to sales/use tax and I have attached a completed resale certificate. This certificate indicates that I will be responsible for collection and remittance of sales/use tax based on the subsequent re-rental of the property.

If applicable to the tax rates in your state, are you outside the city limits or in an unincorporated area?

- ☐ Inside city limits ☐ Outside city limits ☐ Unincorporated area

Property Tax

- ☐ I have a valid abatement or property tax exemption (documentation attached).
- ☐ Location: State _____
Taxing District _____

Additional comments:

LESSEE: Town of Kennebunkport

By: _____
(Signature)

(Print Name)

(Title)

(Date)

PLEASE COMPLETE AND SIGN FORM



INSURANCE INSTRUCTIONS
SIGNATURE REQUIRED BELOW

Financier (Lender/Lessor): JCB Finance
Obligor (Borrower/Lessee): Town of Kennebunkport
Agreement #: 208171

Under the terms of your above referenced Agreement # ("Lease/Loan"), you are required to carry adequate insurance coverage on the financed equipment. Homeowners Policies will not cover commercial financing. If we do not receive your Certificate of Insurance, you will automatically be enrolled in our Comprehensive Equipment Insurance, an affordable coverage plan with NO DEDUCTIBLE underwritten and sold by Assurant.

Please send the Certificate of Insurance with your signed documents or instruct your agent to email the certificate to InsTrack@Assurant.com.

Your Certificate of Insurance must show the following:

- Above referenced Agreement #
- Name of the Insurance Company and Policy Number
- Effective and Expiration Date of Coverage.
- INSURED PARTY: The Obligor listed above must be named as Insured.
- PROPERTY DAMAGE INSURANCE:
 - For Equipment: Financier must be named **Loss Payee** against any loss including fire, theft and any other standard peril normally covered under a commercial policy for not less than the replacement cost of the equipment.
 - For Vehicles: PHYSICAL DAMAGE INSURANCE: Financier must be named **Loss Payee** for comprehensive and collision coverage for not less than the replacement cost of the equipment.
- LIABILITY INSURANCE: ONLY REQUIRED FOR LEASES.
 - Financier must be named as **Additional Insured**. The minimum coverage is \$1,000,000 per occurrence/ \$1,000,000 aggregate liability coverage.
- LOSS PAYEE/ ADDITIONAL INSURED:
 - **JCB Finance and Its Successors And/ Or Assigns (ISAOA)**
 - c/o Insurance Service Center
 - P.O. Box 979129
 - Miami, FL 33197-9129
- DESCRIPTION OF EQUIPMENT: The following equipment must be listed on or attached to the Certificate of Insurance:

Quantity	Year, Manufacturer, Model and Description	Serial Number
1	JCB 85Z Mini Excavator	

By signing below, I acknowledge that I have made sure that my agent understands that I am financing the equipment and that if the Certificate of Insurance is not received within 60 days of the commencement of the Lease/ Loan, the Financier may purchase insurance on the Financier's own interest in the Equipment at my expense. The insurance charge will be added to my monthly Lease/Loan payment and is non-refundable.

Obligor: Town of Kennebunkport

By: _____
(Signature)

(Name)

(Title)

(Date)



**THE BELOW INFORMATION MUST BE REVIEWED/COMPLETED
IN ORDER FOR US TO FUND**

Agreement #: 208171

Principal contact name: _____

Phone #: _____ Cell#: _____

Best time to reach: _____

PAYMENT:

Are you currently paying via ACH (please circle):	YES	NO
---	-----	----

Do you authorize JCB Finance to set up this contract on ACH based on the ACH Instructions/Authorization that JCB Finance has on file (please circle):	YES	NO
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BILL TO:

Name: Town of Kennebunkport

Address: 6 Elm St

City, State, Zip: Kennebunkport, ME 04046-6155

Attention: _____

EQUIPMENT LOCATION:

Address: 6 Elm St

City, State, Zip: Kennebunkport, ME 04046-6155

EMAIL ADDRESS:

YOUR EMAIL ADDRESS IS REQUIRED PLEASE VERIFY BELOW. IF BLANK OR INCORRECT, PLEASE COMPLETE:

Email Address: nevangelista@kennebunkportme.gov

Town of Kennebunkport

By: _____
(Signature)

(Name)

(Title)



AUTHORIZATION FOR AUTOMATIC WITHDRAWAL
Agreement # 208171

Financier (Lessor or Lender):

Obligor (Lessee or Borrower):

JCB Finance
655 Business Center Drive, Suite 250
Horsham, PA 19044

Town of Kennebunkport
6 Elm St
Kennebunkport, ME 04046-6155

This Authorization For Automatic Withdrawal ("Authorization") given by Obligor authorizes Financier to withdraw funds from and/or to debit the account referenced in the attached voided check ("Account") in the amount of the monthly charges which may include, in addition to regular monthly payments, interim rent, taxes or other fees incurred from time to time on the above referenced Agreement together with any other agreements between Obligor and Financier entered into after the date of this Authorization (individually and collectively, the "Agreements"). This withdrawal will be made monthly on the due date specified in the Agreement. This Authorization will remain in full force until Obligor has notified Financier in writing at least 30 days in advance of its decision to terminate or suspend this Authorization or until all amounts due under the Agreement are paid in full. Obligor further acknowledges and agrees that suspension or termination of this Authorization will not relieve the Obligor or its guarantors of its obligation to make payments to Financier. Suspension or termination of this Agreement will constitute an automatic default on the Agreement or any other financing agreements with the Financier in the event this Authorization was a credit approval requirement.

Obligor agrees to maintain a balance in the Account sufficient to cover such monthly amounts. In the event any withdrawal made under this Authorization is not paid upon presentation, Financier reserves the right to cancel this Authorization and require Obligor to remit all payments and other sums due and payable under the terms of the Agreement directly to Financier. Obligor acknowledges and agrees that all payments due under the terms of the Agreement are the responsibility of Obligor. If any payment is not made due to the temporary suspension of service or cancellation or because of insufficient funds in the Account, Financier may at its discretion attempt to process the payment again and Obligor agrees to additional fees, which will be initiated as a separate transaction from the payment. If Financier is unable to process payments under this Authorization, Obligor shall be required to make the payment manually on time. If this is not done, late charges (as defined in the Agreement) shall apply.

Obligor agrees not to dispute these scheduled transactions with its bank provided the transactions correspond to the terms indicated in this Authorization.

Signature below indicates that Obligor has verified and confirmed that all of the information provided above is correct. A copy of a voided check is attached to this Authorization.

ATTACH VOIDED CHECK HERE

A voided check from your checking account must be included in this application.
(Do not use a deposit ticket or temporary check.)

Obligor: Town of Kennebunkport

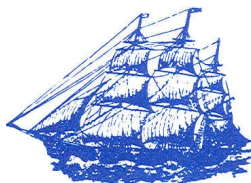
By: _____
(Signature)

(Name)

(Title)

(Date)

AGENDA ITEM DIVIDER



TOWN OF KENNEBUNKPORT, MAINE

*– INCORPORATED 1653 –***MEMORANDUM**

To: Laurie Smith
Fr: Chris Simeoni, Director of Public Works
Re: Consider funding parking lot repair for Colony Beach
Dt: May 18th, 2023

During the December 23rd, 2022, storm and the January 23rd, 2023, storm, the parking lot at Colony Beach sustained a fair amount of damage. Approximately 1000 yards of combined base material and washed cobble was lost when it was scoured out and deposited further down the river.

The Town Manager and Public Works met with Army Corps of Engineers on Monday May 8th to review and discuss the damage. Although ACOE agreed that a large amount of material had been lost during the storm, the integrity of the seawall had not been compromised. As a result, they indicated that funding for the parking lot would likely need to come from the Town.

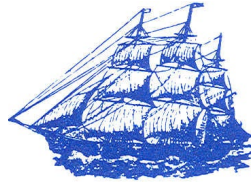
Due to the need for special equipment the Town currently does not have, (bulldozer, vibratory roller) I would propose a joint project between Public Works and an outside contractor. The following is an estimate based on this proposal.

Outside contractor- Mobilization charge, bulldozer, vibratory roller and two operators for two days \$5500.00

Pike Industries- 1.5 "Class A packing gravel 800-1000 yards at \$20.75 per ton (1500 tons) delivered \$31,125

Total- \$36,625.00

AGENDA ITEM DIVIDER



TOWN OF KENNEBUNKPORT, MAINE

– INCORPORATED 1653 –

MEMORANDUM

To: Laurie Smith
Fr: Chris Simeoni, Director of Public Works
Re: Request for Street Opening Permit by George Burr & Sons Inc. for Greene Street
Dt: May 16th, 2023

On May 16th, the Public Works Department received a request from George Burr & Sons Inc. for a street opening permit for Greene Street (11 Greene Street MBL 10-4-7) to install a replacement sewer lateral. The extent of the work is to excavate a 4' x 18' wide trench across the street to access and replace the existing failed clay sewer lateral. (The existing gravity sewer main runs along the opposite side of the street.)

Should the board wish to authorize the street opening, the following conditions should be met. After properly backfilling and compacting the trench cut, George Burr & Sons Inc. will be required to base pave in the cut with 2" of base pavement installed in 1" lifts. The cut will be allowed to sit for one year at which point George Burr & Sons Inc. will be required to return to mill the existing pavement 25' in either direction of the cut (curb to curb) to a depth of 1.5" and overlay the entire area with 1.5" of finish pavement. Any maintenance required on the cut prior to overlay will be the responsibility of George Burr & Sons Inc. It is my recommendation to approve the application and issue the permit with the above conditions.

TOWN OF KENNEBUNKPORT
Street Opening Permit

PROPERTY INFORMATION

Name of Homeowner: LAMONTAGNE, ELLIOTT ESTATE ^{LIFE} Date: 5-16-23
Address: 11 GREENE ST. KENNEBUNKPORT ME. 04046
Telephone: _____ Map, Block, Lot: 10-4-7
Street to be excavated: GREENE ST
Size of excavation (length and width): 4' X 18'
Reason for excavation: SEWER REPAIR
Permit Conditions: If there is, any intrusion into the black top, road should be paved from curb to curb.

CONTRACTOR INFORMATION

Date of excavation: _____
Name of Contractor: GEORGE BURN + SON INC.
Address: 69 OLD FALLS RD KENNEBUNK
Telephone: 207-468-1646 Fax: _____

BOND & INSURANCE INFORMATION

Performance Bond: ☐ Cash ☒ Check ☐ Money Order ☐ Surety Bond ☐ Other
Bond Amount: \$1 2,000.00
Company that issued the bond (if applicable): _____
Person or entity providing the bond to the Town (contractor, property owner, other): GEORGE BURN + SON INC
Insurance Company: LYONS INS. CO.
Signature of person completing the application: [Signature] Date: 5-16-23

APPROVED

Highway Superintendent: _____ Selectmen: _____
Selectmen: _____ Selectmen: _____
Selectmen: _____ Selectmen: _____
Date Approved: _____
Application Fee: \$25.00
Date Paid: _____
Amount Paid: _____
☐ Cash ☐ Check ☐ Money Order

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



May 16, 2023

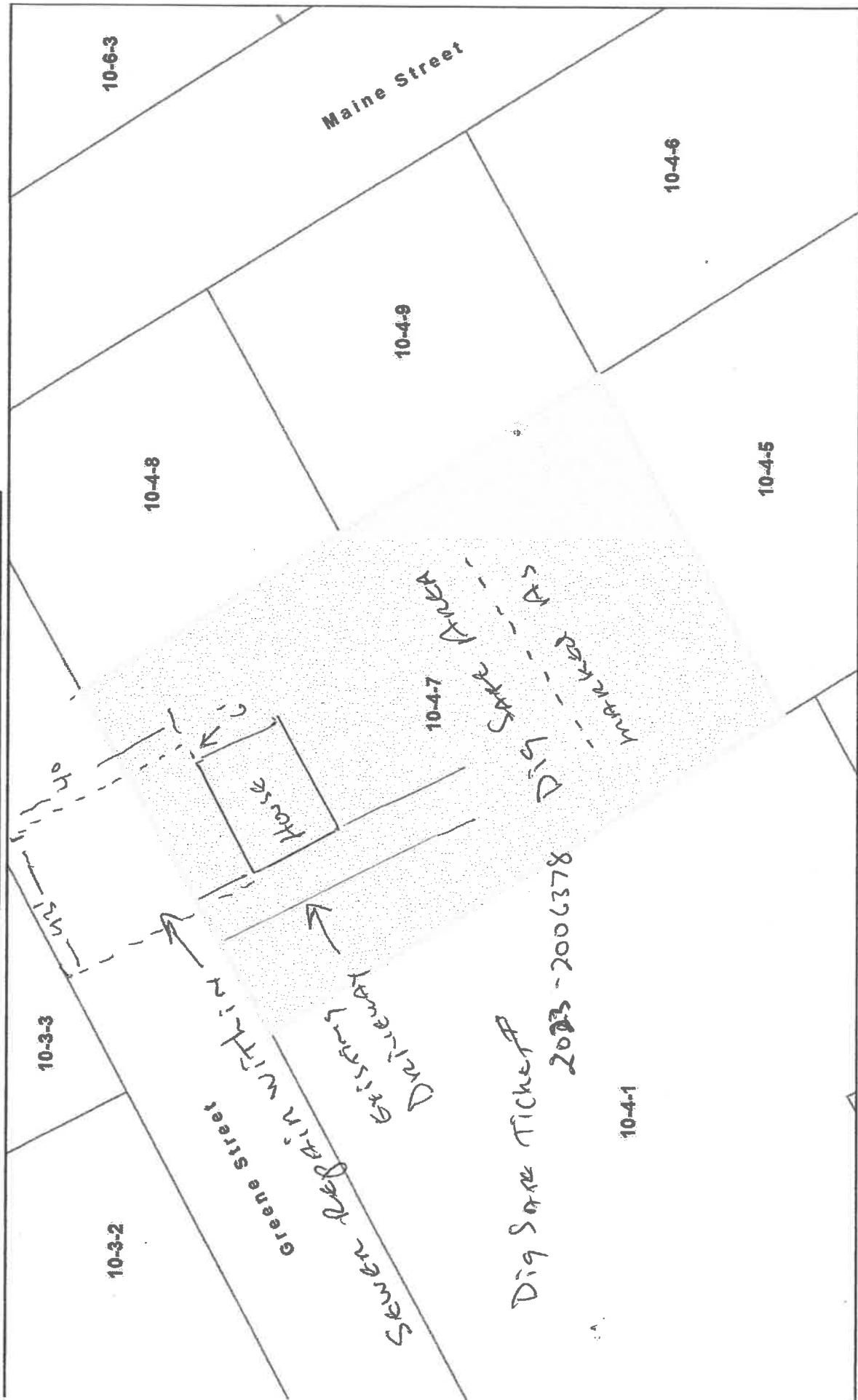
Kennebunkport, ME

1 inch = 34 Feet



CAI Technologies
Precision Mapping. Design. Technology.

www.cai-tech.com



Property Card: 11 GREENE STREET

Town of Kennebunkport, ME



Parcel Information	
Parcel ID: 10-4-7 Vision ID: 561 Owner: LAMONTAGNE, ELLIOTT LIFE ESTATE Co-Owner: LAMONTAGNE FRANCES A Mailing Address: PO BOX 2753 KENNEBUNKPORT, ME 04046	Map: 10-4 Lot: 7 Use Description: Single Family Zone: VR Land Area in Acres: 0.3
Sale History	Assessed Value
Book/Page: 16496/0592 Sale Date: 12/28/2012 Sale Price: \$0.00	Land: \$356,500 Buildings: \$433,400 Extra Bldg Features: \$0 Outbuildings: \$6,900 Total: \$789,900

Building Details: Building # 1		
	Model: Residential Living Area: 1999 Appr. Year Built: 1854 Style: Antique Stories: 1.5 Occupancy: 1 No. Total Rooms: 7 No. Bedrooms: 4 No. Baths: 3 No. Half Baths: 0	Int Wall Desc 1: Plastered Int Wall Desc 2: Drywall/Sheet Ext Wall Desc 1: Clapboard Ext Wall Desc 2: Wood Shingle Roof Cover: Asph/F Gls/Cmp Roof Structure: Gable/Hip Heat Type: Hot Water Heat Fuel: Oil A/C Type: None



www.cai-tech.com

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

5/16/2023

Property Information: Kennebunkport, ME

Page 1 of 1

LICENSE OR PERMIT BOND

BOND NO. S-939748

KNOW ALL MEN BY THESE PRESENTS THAT WE,

George Burr & Son Inc

_____ of
69 Old Falls Road _____ Kennebunk ME 04043 _____ as Principal, and
NGM Insurance Company _____, a Florida _____ corporation with its principal
office at 55 West Street _____ Keene NH 03431-7000 _____, as Surety,
are held and firmly bound unto
Town of Kennebunkport

in the sum of Two Thousand and 00/100 Dollars

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

The condition of this obligation is such, that whereas the Principal has obtained, or shall obtain, a license or permit from the Oblige for Street Opening

at 11 Greene St., Kennebunkport, ME for the term commencing on the 16th day of
May, 2023 and ending on the 16th day of May, 2024.

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

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

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

SIGNED, SEALED AND DATED on this 16th day of May, 2023.

George Burr & Son Inc

By _____
Kenneth Burr

NGM Insurance Company

By Nancy Giordano-Ramos
Nancy Giordano-Ramos

Attorney-in-Fact





POWER OF ATTORNEY

S-939748

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"SECTION 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them."

does hereby make, constitute and appoint Nancy Giordano-Ramos its true and lawful Attorney-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed bond number S-939748 dated May 16, 2023, on behalf of **** George Burr & Son Inc **** in favor of Town of Kennebunkport

for Two Thousand and 00/100 Dollars (\$ 2,000) and to bind NGM Insurance Company thereby as fully and to the same extent as if such instrument was signed by the duly authorized officers of NGM Insurance Company; this act of said Attorney is hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such officer and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 7th day of January, 2020.

NGM INSURANCE COMPANY By: *Kimberly K. Law*



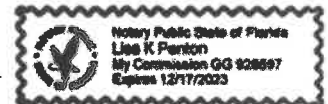
Kimberly K. Law
Vice President, General Counsel and Secretary

State of Florida,
County of Duval

On this 7th day of January, 2020, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Kimberly K. Law of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, deposed and said that she is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal at Jacksonville, Florida this 7th day of January, 2020.

Lee K. Penton



I, Nancy Giordano-Ramos, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in force and effect. **IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this 16th day of May, 2023.

Nancy Giordano-Ramos



WARNING: Any unauthorized reproduction or alteration of this document is prohibited.

TO CONFIRM VALIDITY of the attached bond please call 1-603-354-5281.

TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claim Department or call our Bond Claim Department at 1-603-358-1437.

Main Street America Insurance
55 West St.
Keene, N.H. 03431

******NOTE this notice is for the principal addressed below and should not be filed with the obligee******

Fidelity or Surety Bond

George Burr & Son Inc
69 Old Falls Road
Kennebunk, ME 04043

PRIVACY NOTICE

Dear Principal:

This letter describes our practices and procedures designed to protect your non-public personal information. The privacy area is the subject of much public debate as well as federal and state legislation. We thought you should know of the protections your surety company has put in place to ensure the confidentiality of your non-public information. As your surety company, our objective is to professionally serve your surety and fidelity needs. We recognize that in providing these services there is an obligation to safeguard the personal information you have entrusted to us as well as other non-public personal information that is provided to us as part of the surety or fidelity transaction. All of our surety companies listed above adhere to these practices and procedures.

OUR POLICY

We do not disclose any non-public personal information about our policyholders or claimants to any third parties except as is permitted by law. Any such disclosures are made for the purpose of underwriting and transacting the business of your surety or fidelity coverage or your claim. We do not sell or provide your non-public personal information to others for their marketing purposes.

THE INFORMATION WE COLLECT

Most of your non-public personal information is provided by you on your application for surety or fidelity bond(s). Depending on the type of surety or fidelity bond policy you request, we may seek additional information about you or other individuals who are being proposed for coverage. In certain circumstances we may collect information about you from third parties. For example, for surety or fidelity bonds we may seek financial reports and information from banks or CPA's as well as other background information. We may receive information about you from a consumer reporting agency. This information allows us to properly underwrite and rate your surety or fidelity bond coverage and to complete the other transactions incidental to your surety or fidelity bond coverage.

INFORMATION DISCLOSURES THAT WE MAKE

We do not disclose any non-public personal information about our policyholders except as it is permitted by law. In some cases this may mean information can be disclosed to third parties without your authorization. These disclosures may include those made to your agent or broker, appraisers and independent adjusters who investigate, defend or settle your claims, surety regulators, and/or your financial institution. These are some of the disclosures that are permitted by law.

LIMITATIONS ON ACCESS TO YOUR PERSONAL INFORMATION AT THE COMPANY

We restrict access to your personal information to our employees who need to know the information in order to provide you with the surety or fidelity products and services you have requested. Electronic and procedural safeguards are maintained by the Company to ensure the confidentiality of your information. These safeguards are in compliance with state and federal laws designed to guard your non-public personal information. Our employees are educated on the importance of maintaining the procedures we have put in place to safeguard your personal information.

ADDITIONAL INFORMATION

If you would like to receive a copy of our privacy policy and/or access to your information, please contact us as follows:

Main Street America Insurance
Attn: Privacy Compliance Coordinator
55 West Street
Keene, NH 03431

IMPORTANT NOTICE

IN COMPLIANCE WITH THE REQUIREMENTS OF THE FAIR CREDIT REPORTING ACT (PUBLIC LAW 91-508), MAIN STREET AMERICA INSURANCE ADVISES THAT AS PART OF OUR ROUTINE PROCEDURE IN REVIEWING APPLICATIONS FOR SURETY OR FIDELITY BONDS OR RENEWALS OF SURETY OR FIDELITY BONDS COVERAGE, WE MAY PROCURE A CONSUMER REPORT INCLUDING INFORMATION AS TO THE CONSUMER'S CHARACTER, GENERAL REPUTATION, PERSONAL CHARACTERISTICS OR MODE OF LIVING. IF SUCH SURETY OR FIDELITY BOND IS FOR AN INDIVIDUAL AND IS PRIMARILY FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES, SUCH INFORMATION MAY BE OBTAINED THROUGH PERSONAL INTERVIEWS WITH NEIGHBORS, FRIENDS OR OTHERS WITH WHOM THE CONSUMER IS ACQUAINTED.

UPON REQUEST TO THIS SURETY COMPANY, IN ANY MANNER AS NOTED ABOVE, WE WILL PROVIDE, IN WRITING, A COMPLETE AND ACCURATE DISCLOSURE OF THE NATURE AND SCOPE OF THE CONSUMER REPORT REQUESTED OR ADVISE THAT NO INVESTIGATION WAS CONDUCTED.

We sincerely hope that you as a valued customer are satisfied with the practices and procedures in place to protect your personal information.

Very truly yours,



Kimberly K. Law,
Vice President, General Counsel & Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/16/2023

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

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

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

COVERAGES **CERTIFICATE NUMBER:** 2022-23 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CPA0348866-22	06/30/2022	06/30/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CAA0348868-22	06/30/2022	06/30/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			GUA0348869-22	06/30/2022	06/30/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	N/A	WCA0348870-22	06/30/2022	06/30/2023	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

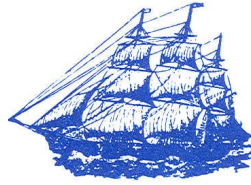
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

11 Greene Street, Kennebunkport, Maine Street Opening

CERTIFICATE HOLDER **CANCELLATION**

Town of Kennebunkport 6 Elm Street Kennebunkport ME 04046	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Lisa Ricker

AGENDA ITEM DIVIDER



TOWN OF KENNEBUNKPORT, MAINE

MEMORANDUM

To: Laurie Smith
Fr: Chris Simeoni, Director of Public Works
Re: Request for Street Opening and Street Closure by BREX Corp. for Colony Avenue Project
Dt: May 17th, 2023

On May 17th, the Public Works Department received a request from BREX Corporation for a street opening permit for Colony Avenue. BREX Corporation is currently contracted by the Colony Hotel to complete the site work for the current hotel project and reconstruction of Colony Avenue. The extent of the work is to install service stubs (water and sewer) for future expansion. The pavement cut is expected to be 20'x20'. (Curb to curb)

At this time, BREX Corp is requesting permission to close a portion of Colony Ave to all vehicle and pedestrian traffic on Wednesday (5/31) and Thursday (6/1) for the hours of 7 am to 5 pm. The road will be made passable during the night hours between the two days. The road closure is being requested as the new services will be installed across both lanes of travel, and the road is too narrow to maintain one lane of travel for the entirety of the operation. There will be no impact on the access of any residential houses and emergency access to both the construction site and the Colony Hotel will be maintained from the Ocean Ave entrance.

BREX has submitted a memo request for the same traffic plan and bond in the amount of \$4,000 as required by ordinance. (Please see attached documents.) This information has been shared with and reviewed by the Code Enforcement Department, Police Department, and Fire Department. At this time, there are no concerns regarding the request for the street closure. Emergency access will be provided if necessary.

Should the board wish to authorize the street opening, the following conditions should be met. After properly backfilling and compacting the trench cut, BREX Corp. will be required to base pave in the cut with 2.5" of base pavement. BREX Corp's. the original plan was to overlay the base pavement prior to July 4th. However, it is my recommendation that the overlay be postponed until next year or the year after to allow proper settlement and possible reconstruction of the Colony Ave./South Main St./Arlington Ave. intersection. I would propose that the money budgeted for the final overlay be held in escrow by the town and completed under our contract in the near future.

It is my recommendation to authorize both the street opening application and street closure requests.

25 R School Street, P.O. Box 1038, Kennebunkport, Maine 04046
Tel: (207) 967-2245 Fax: (207) 967-5372

TOWN OF KENNEBUNKPORT

Street Opening Permit

PROPERTY INFORMATION

Name of Homeowner: Boughton Hotel Corporation Date: 5/17/23

Address: 140 Ocean Ave Kennebunkport, ME

Telephone: 207-337-1159 Map, Block, Lot: 8,8 Lots 14,15,16

Street to be excavated: Colony Ave

Size of excavation (length and width): 20 FT x 20 FT

Reason for excavation: Utility taps for future hotel expansion

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

CONTRACTOR INFORMATION

Date of excavation: June 2023

Name of Contractor: BREX Corp

Address: 258 Maguire Road

Telephone: 207-985-4447 Fax: 207-985-7305

BOND & INSURANCE INFORMATION

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

Bond Amount: \$4,000.00

Company that issued the bond (if applicable): Skillings Shaw & Associates

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

Insurance Company: Patriot Insurance

Signature of person completing the application:  Date: 5/17/23

APPROVED

Highway Superintendent:  Selectmen: _____

Selectmen: _____ Selectmen: _____

Selectmen: _____ Selectmen: _____

Date Approved: _____ Application Fee: **\$25.00**

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

Date Paid: _____

Amount Paid: _____

☐ Cash ☐ Check ☐ Money Order



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/17/2023

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

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

PRODUCER Chalmers Insurance Group - York 164 York Street PO Box 468 York ME 03909	CONTACT NAME: Pamela Fuller, AAI-M, CRIS PHONE (A/C, No, Ext): (207) 363-3200 FAX (A/C, No): (207) 363-1023 E-MAIL ADDRESS: pfuller@ChalmersInsuranceGroup.com																					
INSURED BREX Corp 258 Maguire Road Kennebunk ME 04043	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Patriot Insurance Co.</td><td>32069</td></tr><tr><td>INSURER B:</td><td>MEMIC</td><td>11149</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Patriot Insurance Co.	32069	INSURER B:	MEMIC	11149	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER E:																						
INSURER F:																						

COVERAGES **CERTIFICATE NUMBER:** MC 23-24 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6654305	02/01/2023	02/01/2024	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 1,000,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
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PERSONAL & ADV INJURY	\$ 1,000,000																				
GENERAL AGGREGATE	\$ 2,000,000																				
PRODUCTS - COMP/OP AGG	\$ 2,000,000																				
	\$																				
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			6654304	02/01/2023	02/01/2024	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td>Medical payments</td><td>\$ 5,000</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$	Medical payments	\$ 5,000				
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BODILY INJURY (Per accident)	\$																				
PROPERTY DAMAGE (Per accident)	\$																				
Medical payments	\$ 5,000																				
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6654305	02/01/2023	02/01/2024	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 5,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 5,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 5,000,000	AGGREGATE	\$ 5,000,000		\$								
EACH OCCURRENCE	\$ 5,000,000																				
AGGREGATE	\$ 5,000,000																				
	\$																				
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A			5101800713	02/01/2023	02/01/2024	<table border="1"><tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 500,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 500,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 500,000</td></tr></table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER		E.L. EACH ACCIDENT	\$ 500,000	E.L. DISEASE - EA EMPLOYEE	\$ 500,000	E.L. DISEASE - POLICY LIMIT	\$ 500,000						
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E.L. DISEASE - EA EMPLOYEE	\$ 500,000																				
E.L. DISEASE - POLICY LIMIT	\$ 500,000																				

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

CERTIFICATE HOLDER

CANCELLATION

Town of Kennebunkport 6 Elm Street Kennebunkport ME 04046	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE <i>Pamela J. Fuller</i></p>
--	--

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Town of KENNEBUNKPORT

----- R e c e i p t -----

Thank You for Your Payment

17/23 2:27 PM	ID:PLS	#14177-1
E-----	REF---	AMOUNT
Administration		

Miscellaneous	25.00
---------------	-------

Total: 25.00*

aid By: Street Opening Permit, Boughton

Remaining Balance: 0.00

Balance reflects all related accounts

check : 25.00

18717 - 25.00



258 Maguire Road
Kennebunk, Maine 04043
Phone: (207) 985 – 4447 ext. 204
Fax: (207) 985 – 7305
Email: nickb@brexcorp.com

May 17, 2023

Christopher Simeoni,
Director of Public Works
Town of Kennebunkport
6 Elm Street
Kennebunkport, ME 04046

RE: Colony Avenue Road Closure

Chris,

BREX Corp has been tasked with installing a new SMH and 6" water service in Colony Ave for the future Colony Hotel expansion by Wright-Ryan Construction. BREX Corp is requesting permission to close a portion of Colony Ave to all vehicle and pedestrian traffic on Wednesday (5/31) and Thursday (6/1) for the hours of 7am to 5pm. The road will be made passable during the night hours between the two days. The road closure is being requested as the new services will be installed across both lanes of travel, and the road is too narrow to maintain one lane of travel for the entirety of the operation. There will be no impact to the access of any residential houses, and emergency access to both the construction site and the Colony Hotel would be maintained from the Ocean Ave entrance.

Attached to this memo is a signage plan for the proposed road closure and a site plan with the proposed service crossings. Both ends of the road closure will have "Road Closed" signs with construction barrels to block vehicular traffic. There are no sidewalks present at this portion of Colony Ave.

If you have any additional questions or concerns, please contact me at 207-985-4447 (ext. 204) or email (nickb@brexcorp.com)

Sincerely,

Nick Buonanno
Project Engineer



● TRAFFIC BARREL

● CONSTRUCTION SIGN
ON BARRICADE

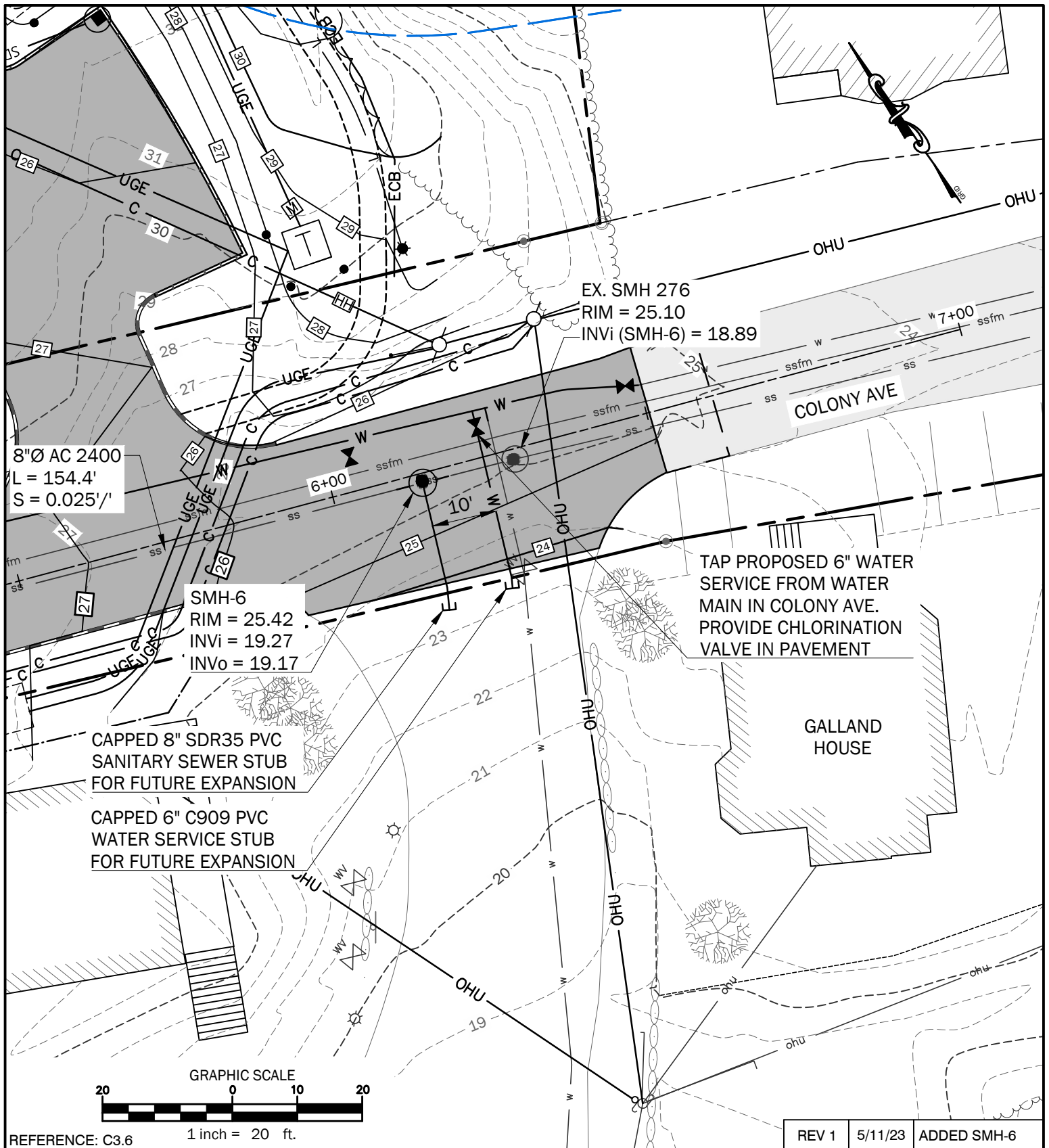
Designed By:
Date:
Checked By:
Date:
Drawn By: NMB
Date: 5/17/23

SIGNAGE PLAN
COLONY AVE
KENNEBUNKPORT, ME

BREX Corp.
258 Moquire Road
Kennebunk, ME 04043
207-985-4447
www.brexcorp.com



REVISIONS		Description	Approved
Date			
JOB #:	210407		
Scale:	NTS		
Sheet	1 of 1		



REFERENCE: C3.6

1 inch = 20 ft.

REV 1

5/11/23

ADDED SMH-6

WALSH
ENGINEERING ASSOCIATES, INC.

One Karen Dr., Suite 2A | Westbrook, Maine 04092
ph: 207.553.9898 | www.walsh-eng.com

Copyright © 2023

COLONY HOTEL - NORTH CAMPUS

140 OCEAN AVENUE
KENNEBUNKPORT, MAINE

Sheet Title:
CSK-10
SOUTH CAMPUS
UTILITY CONNECTIONS

Job No.: 646.1

Date: April 11, 2023

Scale: 1" = 20'

Drawn: CAR

Checked: WRW

AGENDA ITEM DIVIDER

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 Hughes, Jessica 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 008-002-008, on the Town Assessors' maps for Kennebunkport, which are on file at the municipal office, being the same premises described in Town of Kennebunkport Sewer Lien Certificates, recorded on October 20, 2021 and October 28, 2022 in Book 18843 Page 719 and Book 19143 Page 43 respectively.

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, Jon Dykstra, Michael Weston its Municipal Officers duly authorized.

Witness our hands and seals this 25th day of May 2023.

Inhabitants of the Town of Kennebunkport

Witness

Witness

Witness

Witness

Witness

ACKNOWLEDGEMENT

State of Maine
York, County, ss.

May 25, 2023

Then personally appeared before me the above-named Sheila Matthews-Bull, Allen A Daggett, Edward W Hutchins, Jon Dykstra, 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,

UT Account 125 Detail
as of 05/22/2023 - Sewer

Name: HUGHES, JESSICA

8 EAST AVENUE
KENNEBUNKPORT, ME 04046

Location: 8 EAST AVENUE

RE Acct: 168 Map/Lot: 008-002-008

Bill	Date	Reference	C	Principal	Tax	Interest	Costs	Total
123	05/08/23			0.00	0.00	0.00	0.00	0.00
119	05/06/22			0.00	0.00	0.00	0.00	0.00
122	10/28/22*			0.00	0.00	0.00	0.00	0.00
115	05/03/21			0.00	0.00	0.00	0.00	0.00
117	10/20/21*			0.00	0.00	0.00	0.00	0.00
113	06/03/20			0.00	0.00	0.00	0.00	0.00
100	05/13/19			0.00	0.00	0.00	0.00	0.00
110	10/25/19*			0.00	0.00	0.00	0.00	0.00
88	05/29/18			0.00	0.00	0.00	0.00	0.00
99	12/14/18*			0.00	0.00	0.00	0.00	0.00
80	05/17/17			0.00	0.00	0.00	0.00	0.00
87	11/01/17*			0.00	0.00	0.00	0.00	0.00
73	05/06/16			0.00	0.00	0.00	0.00	0.00
68	05/27/15			0.00	0.00	0.00	0.00	0.00
64	05/01/14			0.00	0.00	0.00	0.00	0.00
62	05/16/13			0.00	0.00	0.00	0.00	0.00
50	05/14/12			0.00	0.00	0.00	0.00	0.00
40	06/03/11			0.00	0.00	0.00	0.00	0.00
34	05/19/10			0.00	0.00	0.00	0.00	0.00
29	05/08/09			0.00	0.00	0.00	0.00	0.00
23	05/16/08			0.00	0.00	0.00	0.00	0.00
11	06/12/07			0.00	0.00	0.00	0.00	0.00
9	06/05/06			0.00	0.00	0.00	0.00	0.00
5	07/29/05			0.00	0.00	0.00	0.00	0.00
4	07/09/04			0.00	0.00	0.00	0.00	0.00
05/22/2023				0.00	0.00	0.00	0.00	0.00

AGENDA ITEM DIVIDER

Item 14



Kennebunkport

M A I N E

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

[Home](#) > [Boards & Committees](#) > [Zoning Board of Appeals](#) > [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)

May 8, 2023 - 6:02pm

2600:1000:b040:7781:4d8d:1bd2:b780:1376

Choose from the following:

Conservation Commission

Please provide the following information:

Full Name

Lorrie Ouellette

Email

loworld@pm.me

Residential Address

3 Bryant Lane

Residential Phone

617-285-4235

Business Address**Business Phone****Mailing Address (if different)**

Are you registered to vote in Kennebunkport?

Yes

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

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

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

To help work out environmental and conservation issues for the greatest good of our town's people, creatures and lands.

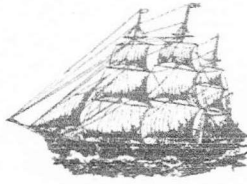
List the top 3 choices that you would like to serve on(1. 2. 3. in desired order)?

Source URL: <https://www.kennebunkportme.gov/node/2661/submission/18961>

Links

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

AGENDA ITEM DIVIDER



TOWN OF KENNEBUNKPORT, MAINE

- INCORPORATED 1653 -

Application for Boards, Committees & Commissions**To the Town Clerk:**

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

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

Judson Star
Signature of Applicant

5/13/23
Date

Preliminary Information

Name (Print):

Judson Star

Residence Address:

8 Sherwood DrivePhone: 207 590 9478

Business Address:

Phone: _____

Mailing Address:

P.O. Box 384

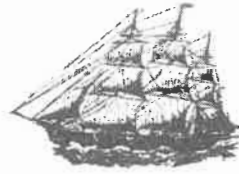
(if different)

Kennebunkport ME 04046

E-mail Address:

Starjps@yahoo.com

AGENDA ITEM DIVIDER



Kennebunkport Public Health

INCORPORATED 1653

Kennebunkport Public Health

May 12, 2023

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

Please accept this generous gift of \$50.00 from anonymous donor to the Nurses account (08-01-39). This money was granted to Kennebunkport Public Health nurses to assist us with supplies, equipment, training, or any needs we see fit.

Thank you!

Alison Kenneway RN, BSN
Kennebunkport Public Health

10-4 8110 5308
220

DATE May 12, '23 SECURED BY SIGNATURE

PAY TO THE ORDER OF Town of KPT \$ 50.00

Fifty and no/100 DOLLARS Security Features Included. Details on Back.

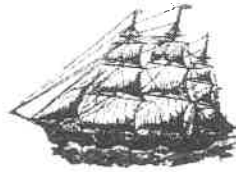
M&T Bank FOR NURSES of town of KPT MyChoice Premium

MEMO Thank you! Maggie [Signature]

5308

SPECIALTY ONLY

AGENDA ITEM DIVIDER



Item 16.b

Kennebunkport Public Health

— INCORPORATED 1653 —

Kennebunkport Public Health


May 8, 2023

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

Please accept this generous gift of \$100.00 from Kristen Bergeron to the Nurses account (08-01-39). This money was granted to Kennebunkport Public Health nurses to assist us with supplies, equipment, training, or any needs we see fit.

Thank you!

Alison Kenneway RN, BSN
Kennebunkport Public Health

KRISTEN BERGERON ROCK BERGERON		116 24-7588/3230
Date <u>5-1-2023</u>		CHECK ARMOR FRAUD PROTECTION
Pay to the Order of <u>Kennebunkport Town Nurses</u>	\$ <u>100</u>	
<u>One hundred and 00/100</u>	Dollars	Photo Safe Deposit Details on back
OnPoint COMMUNITY CREDIT UNION		OnPoint Community Credit Union P.O. Box 3750 Portland, OR 97208-3750 onpointcu.com
For _____	 MP 0116	

101-A Main Street, Kennebunkport, Maine 04046
Tel: (207) 967-4401 Fax: (207) 967-3633

AGENDA ITEM DIVIDER

TOMMY McNAMARA CHARITABLE FOUNDATION, INC

234 CAUSEWAY ST APT 1107
BOSTON MA 02114-2146

1150

53-13/110 MA
82106

DATE

4-26-23

PAY
TO THE
ORDER OF

Kennecook Park + Rec
Five Thousand Dollars

\$ 5,000

DOLLARS

Security
Features
Look for
Back

Bank of America

ACH R/T 011000138

FOR
+ Summer Camp Support

2

MP

110001150110110001381100463808003211