

TOWN OF KENNEBUNKPORT, MAINE

**Board of Selectmen Agenda
June 8, 2023, @ 5:00 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/83808138897>

or go to **ZOOM** and enter the **webinar ID: 838 0813 8897**

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

1. Call to Order
2. *5:00 PM* – Executive Session per MRSA 1, §405-6E to consult with the Town Attorney concerning pending or contemplated litigation.
3. *ESTIMATED 6:00 PM* - Approve the May 25, 2023, selectmen meeting minutes.
4. 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.)
5. Discussion regarding access to the beach.
6. Approve hotel mini-bar applications for
 - a) Cape Arundel Inn, LLC, located at 203 Ocean Ave
 - b) Tides Beach Club, LLC, located at 930 Kings Hwy
7. Discussion of the following ordinance questions on the June 13 municipal ballot:
 - a) Administrative Code revision regarding Cape Porpoise Pier Committee members.
 - b) Administrative Code revision regarding days of annual town meeting.
 - c) Land Use Ordinance revision regarding accessory dwelling units.
 - d) Land Use Ordinance revision regarding private road construction.

- e) Authorize easement deed for St. Ann's Episcopal church.
 - f) Authorize purchase and sale agreement to purchase land on Langsford Road for boat access.
8. Consider abatement for sewer service charge for 5 Wharf Lane, MBL 010-001-013A.
 9. Update and Authorization of repairs at Colony Beach.
 10. Authorize the annual Animal Welfare Society shelter agreement.
 11. Consider renewing the agreement for public safety answering point service.
 12. Appoint Frederick Stafford to the Climate Action Plan Task Force.
 13. Discussion of Summer Schedule.
 14. Accept the \$50.00 donation from an anonymous donor dedicated to the general nurses' fund.
 15. Other Business.
 16. Approve the June 8, 2023, Treasurer's Warrant.
 17. Adjournment.

AGENDA ITEM DIVIDER

Town of Kennebunkport
Board of Selectmen Meeting
May 25, 2023
6:00 PM

MINUTES

Selectmen attending: Allen Daggett, Sheila Matthews-Bull, Jon Dykstra.

1. Call to Order:

Selectman Daggett called the meeting to order at 6:00 PM.

2. Approve the May 11, 2023, Selectmen meeting minutes:

Motion by Selectman Matthews-Bull, seconded by Selectman Dykstra, to approve the May 11, 2023, selectmen meeting minutes. **Voted:** 3-0. **Motion passed.**

3. Public Forum: (This is an opportunity for anyone who wants to address the Board of Selectmen with any issue that is not on the agenda.)

George Bentley, who is running for Board of Selectmen in the June election, introduced himself and provided a little bit of his personal and family history.

Town Clerk Tracey O’Roak reminded everyone that absentee ballot voting is happening now. Ballots can be obtained by coming to Town Hall or by calling Tracey at 207-967-1610. Information about the ballot and referendum items can be found on the Town Clerk’s page of the Town’s website under the topic “Elections and voting”.

No motion was necessary. No action was taken.

4. Presentation of the Town Report:

Each year the Town Report is dedicated in honor of a member of the community who has dedicated time and concern to the Town. Selectman Daggett read a declaration that this year’s Town Report is dedicated to Jim Fitzgerald and provided a brief summary of Jim’s life and contributions to the Town and the local community. Jim’s recent passing was shocking to many, but members of his family were present to accept the dedication.

Selectman Daggett presented the first printed copy of the Town Report to Jim’s daughter Cheyenne Scola, who said a few words in honor of her father, expressing his love for his community and family.

No motion was necessary. No action was taken.

5. Public Hearing to consider applications for victualer's licenses for the period from June 1, 2023, through May 31, 2024:

Selectman Daggett opened the public hearing. No meeting attendees, either in person or via Zoom had any comment. Selectman Daggett closed the public hearing. Selectman Daggett stated that he wished to approve the licenses in a group with a single vote.

Motion by Selectman Matthews-Bull, seconded by Selectman Dykstra, to approve the victualer's licenses. **Voted: 3-0. Motion passed.**

6. Consider renewing the following liquor licenses:

a. Nunan's Lobster Hut Inc., located at 9 Mills Rd.

Motion by Selectman Matthews-Bull, seconded by Selectman Dykstra, to approve the liquor license for Nunan's Lobster Hut Inc., located at 9 Mills Rd. **Voted: 3-0. Motion passed.**

b. First Serve Edgewater Inc., Mabel's House, located at 126 Ocean Ave.

Motion by Selectman Matthews-Bull, seconded by Selectman Dykstra, to approve the liquor license for First Serve Edgewater Inc., Mabel's House, located at 126 Ocean Ave. **Voted: 3-0. Motion passed.**

c. First Serve Edgewater Inc., Mabel's Lobster Claw, located at 126 Ocean Ave.

Motion by Selectman Matthews-Bull, seconded by Selectman Dykstra, to approve the liquor license for First Serve Edgewater Inc., Mabel's Lobster Claw, located at 126 Ocean Ave. **Voted: 3-0. Motion passed.**

7. Consider renewing liquor and special amusement licenses for the Nonantum Resort, Seaside Hotel Association partnership, located at 95 Ocean Ave:

Motion by Selectman Matthews-Bull, seconded by Selectman Dykstra, to renew liquor and special amusement licenses for the Nonantum Resort, Seaside Hotel Association partnership, located at 95 Ocean Ave. **Voted: 3-0. Motion passed.**

8. Award the bid for the sale of the 2012 International truck:

Public Works Director, Chris Simeoni, explained that on April 11th, he had put the 5-ton dump truck, the next vehicle to be replaced, out for bid on Facebook, the Town's website, and the Maine Municipal website. He received just one bid, from the Town of Arundel, for \$22,599. He checked with a few dealers who indicated that their retail price for this vehicle would be about \$18,000. Chris recommended that we accept this bid.

Motion by Selectman Matthews-Bull, seconded by Selectman Dykstra, to approve the bid from the Town of Arundel for \$22,599. **Voted:** 3-0. **Motion passed.**

9. Consider a lease agreement for a JCB excavator:

Chris Simeoni informed the Board that each year we currently rent an excavator for four to six months at a rate of \$3,900 to \$4,800 per month. This means an annual rental cost of \$23,700 - \$28,962. JCB offered a six-year lease of a new excavator this year for a monthly cost of \$1,633.51, which comes to \$19,602.12 annually. We could lease the excavator for less than we're currently paying to rent one, with the added benefit of being able to use it year-round and not just during a limited time window. While maintenance would be the Town's responsibility, we would know who is operating and maintaining the machine. At the end of the lease, the Town would have the option to buy the machine. The lease has a non-appropriation clause which allows the Town to back out of the lease if so desired.

Motion by Selectman Matthews-Bull, seconded by Selectman Dykstra, to approve the 72-month lease agreement at \$1,633.51 per month for the JCB excavator. **Voted:** 3-0. **Motion passed.**

10. Consider funding parking lot repair for Colony Beach:

Chris recounted that the recent winter storms had done considerable damage to the Colony Beach parking lot, reducing the number of available parking spaces by more than a dozen. He met with the Army Corps of Engineers, and they indicated no interest in providing funding assistance for parking lot repair. However, they did indicate that about 1,000 yards of replacement gravel would be required. While the Town does have some of the equipment necessary for the repairs, we do not have a bulldozer or vibratory roller that would be required. Pike Industries has this equipment and can commit to performing the repairs in two days. Total cost should be somewhere in the range of \$36,000 - \$40,000. Town Manager Laurie Smith said that we have contingency funds to pay for the project and is looking for an indication from the Selectman that they intend to have the repairs done. Required permitting from the Army Corps will take some time.

Selectman Dykstra asked if inquiries had been made in regard to the cost of hardening the parking lot area. This led to some discussion about the costs of engineering such an effort. The Board agreed that we should proceed with the repairs and request estimates as to what the cost of engineering a hardening project would be.

No motion was necessary. No action was taken.

11. Request for the Street Opening Permit by George Burr + Son Inc. for Greene St:

Chris Simeoni explained that this is to replace a sewer lateral (from the house to the sewer main) that has failed. The street would be cut, and the lateral would be replaced, with Burr + Son backfilling appropriately. A year from now, they would mill 25 feet on either side of the cut and overlay the entire section of the road. The street does not fall within the moratorium period, and Chris supports this request.

Motion by Selectman Matthews-Bull, seconded by Selectman Dykstra, to approve a street opening permit for Greene St. **Voted:** 3-0. **Motion passed.**

12. Request for the Street Opening Permit by BREX Corp. for Colony Ave:

Chris explained that the Colony Hotel is requesting a manhole and sewer extension stub. The street was to be overlaid in July 2023, but with all the construction going on, he recommends holding off the overlay until next year. The street would need to be closed for two days, so traffic control will be required.

Motion by Selectman Matthews-Bull, seconded by Selectman Dykstra, to approve the street opening permit for Colony Ave. with the stipulations Chris cited. **Voted:** 3-0. **Motion passed.**

13. Authorize quit claim deed for Jessica Hughes, map and lot 008-002-008:

Laurie Smith explained that we had previously foreclosed on the property due to the non-payment of sewer bills. Sewer bills and all taxes are now paid in full, so she is recommending that the quit claim deed be authorized.

Motion by Selectman Matthews-Bull, seconded by Selectman Dykstra, to authorize the quit claim deed for Jessica Hughes, map and lot 008-002-008. **Voted:** 3-0. **Motion passed.**

14. Appoint Laurie Ouellette to the Conservation Commission with an expiration date of July 2023:

Selectman Daggett explained that this appointment (along with all others) will be renewed in July 2023.

Motion by Selectman Matthews-Bull, seconded by Selectman Dykstra, to appoint Laurie Ouellette to the Conservation Commission with an expiration date of July 2023. **Voted: 3-0. Motion passed.**

15. Appoint Judson Star to the Cemetery Commission with an expiration date of July 2023:

Motion by Selectman Matthews-Bull, seconded by Selectman Dykstra, to appoint Judson Star to the Cemetery Commission with an expiration date of July 2023. **Voted: 3-0. Motion passed.**

16. Accept donations towards the general nurses' account:

- a. **\$50.00 from an anonymous donor.**
- b. **\$100.00 from Kristen Bergeron.**

Motion by Selectman Matthews-Bull, seconded by Selectman Dykstra, to accept the donations towards the general nurses' account. **Voted: 3-0. Motion passed.**

17. Accept the \$5,000.00 donation from the Tommy McNamara Charitable Foundation for the Parks and Recreation scholarship fund:

Motion by Selectman Matthews-Bull, seconded by Selectman Dykstra, to accept the \$5,000.00 donation from the Tommy McNamara Charitable Foundation for the Parks and Recreation scholarship fund. **Voted: 3-0. Motion passed.**

18. Other Business:

Director of Support Services, Yanina Nickless, informed the Board that we would be having a Candidates' Night forum at the Fire Station community room at 6 pm on May 30th. Two candidates for the Board of Selectman and two candidates for Kennebunkport School Board Representative to RSU 21 will be participating. Yanina sent out emails soliciting the public for questions to ask the candidates. Mary-Lou Boucouvalas will be the moderator. Interested members of the community can watch the forum in person, via Zoom Webinar, on the Kennebunkport government cable TV channel, or via Internet streaming. The forum should last between 60 and 90 minutes.

Selectman Matthews-Bull reminded everyone that the Board of Selectmen will be reviewing the Town Referendum questions at their next meeting ahead of the election on June 13th. She invited anyone with questions about these items to ask at this meeting, either in person or via Zoom.

Selectman Daggett informed all that softball will begin on Wednesday, June 7th at Parsons Field in Kennebunkport, next to Kennebunkport Consolidated School and the Parks and Recreation building. All are welcome.

19. Approve the May 25, 2023, Treasurer's Warrant:

Motion by Selectman Matthews-Bull, seconded by Selectman Dykstra, to approve the May 25, 2023, Treasurer's Warrant. **Voted: 3-0. Motion passed.**

20. Executive session per (MRSA 1, §405-6A) for discussion of a personnel matter:

The Selectmen went into executive session at 6:40 pm.

The Selectmen came out of the executive session at 7:04 pm with no decisions made.

21. Adjournment:

Motion by Selectman Matthews-Bull, seconded by Selectman Dykstra, to adjourn. **Voted: 3-0. Motion passed.**

Meeting adjourned at 7:04 PM.

Submitted by,
Dave Powell,
Technology Specialist

AGENDA ITEM DIVIDER

Bureau of Alcoholic Beverages & Lottery Operations
 Liquor Licensing & Enforcement Division
 8 State House Station,
 Augusta, ME 04333-0008
 Phone: (207) 624-7220
 Fax: (207) 287-3434
 Email inquiries: MaineLiquor@Maine.gov



DIVISION USE ONLY	
License No:	
Class:	By:
Deposit Date:	
Amt. Deposited:	
Cash Ck Mo:	

Hotel Mini-bar Application

PRESENT LICENSE EXPIRES: _____

Fee Schedule

Hotels with a current Liquor License.....\$100.00

Number of Mini-bars requested 29 X \$5.00 @ Mini-bar = \$145.00 (not to exceed \$900.00)

Hotels without a Liquor License.....\$200.00

Number of Mini-bars requested _____ X \$10.00 @ Mini-bar = _____

Filing Fee.....\$10.00

ALL QUESTIONS MUST BE ANSWERED IN FULL

Corporation Name: <u>Cape Arundel Inn, LLC</u>		Business Name (D/B/A) <u>Cape Arundel Inn</u>	
APPLICANT(S) -(Sole Proprietor) DOB:		Physical Location: <u>203 Ocean ave</u>	
DOB:		City/Town <u>Kennebunkport</u>	State <u>ME</u>
Address		Zip Code <u>04046</u>	
Mailing Address		City/Town <u>Kennebunk</u>	
City/Town	State	Zip Code	State <u>ME</u>
<u>2 Livewell dr. Ste 203</u>		<u>04043</u>	
Telephone Number <u>207-967-1510</u>	Fax Number <u>207-967-1510</u>	Business Telephone Number <u>207-967-2125</u>	Fax Number
Federal I.D. # <u>46-2133871</u>	Seller Certificate #: or Sales Tax #: <u>1162110</u>		
Email Address: Please Print <u>licenses@kcmaine.com</u>	Website: <u>www.capearundelinn.com</u>		

1. Is applicant a corporation, limited liability company or limited partnership? YES NO

If Yes, please complete Corporate Information Required for Business Entities who are licensees.

2. If manager is to be employed, give name: Justin Grimes

3. If business is NEW or under new ownership, indicate starting date: _____

Requested inspection date: _____ Business hours: _____

4. Business records are located at: 2 Livewell dr Ste 203 Kennebunk ME 04043

5. Is/are applicants(s) citizens of the United States? YES NO

6. Is/are applicant(s) residents of the State of Maine? YES NO

7. List name, date of birth, and place of birth for all applicants, managers, and bar managers. Give maiden name, if married:
Use a separate sheet of paper if necessary.

Name in Full (Print Clearly)	DOB	Place of Birth
Cape Arundel Inn LLC (applicant)		
Justin Grimes	5/07/1957	Dartmouth, NH
EOS Regional Resorts Holding Co		
Residence address on all of the above for previous 5 years (Limit answer to city & state)		
Justin Grimes	Kennebunk, ME, Kennebunk port, ME	
EOS Regionell	New York, NY	

8. Has/have applicant(s) or manager ever been convicted of any violation of the law, other than minor traffic violations, of any State of the United States? YES NO

Name: _____ Date of Conviction: _____
 Offense: _____ Location: _____
 Disposition: _____

9. Will any law enforcement official benefit financially either directly or indirectly in your license, if issued?
 Yes No If Yes, give name: _____

10. Has/have applicant(s) formerly held a Maine liquor license? YES NO

11. Does/do applicant(s) own the premises? Yes No If No give name and address of owner: _____

12. Does/do applicant(s) have all the necessary permits required by the State Department of Human Services?
 YES NO Applied for: _____

13. 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? 2.10 M Which of the above is nearest? Church

14. Have you received any assistance financially or otherwise (including any mortgages) from any source other than yourself in the establishment of your business? YES NO

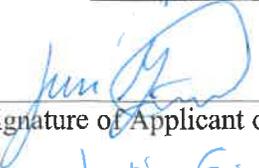
If YES, give details: mortgage

The Division of Liquor Licensing & Enforcement is hereby authorized to obtain and examine all books, records and tax returns pertaining to the business, for which this liquor license is requested, and also such books, records and returns during the year in which any liquor license is in effect.

NOTE: "I understand that false statements made on this form are punishable by law. Knowingly supplying false information on this form is a Class D offense under the Criminal Code, punishable by confinement of up to one year or by monetary fine of up to \$2,000 or both."

Dated at: Kennebunk, ME on May 19, 20 23
Town/City, State Date

Please sign in blue ink


 Signature of Applicant or Corporate Officer(s)
Justin Grimes
 Print Name

 Signature of Applicant or Corporate Officer(s)

 Print Name

STATE OF MAINE

Dated at: _____, Maine _____
City/Town (County)

On: _____
Date

The undersigned being: Municipal Officers County Commissioners of the
 City Town Plantation Unincorporated Place of: _____, Maine

Hereby certify that we have given public notice on this application and held public hearing thereon as required by Section 653 Title 28A, Maine Revised Statutes and herby approve said application.

THIS APPROVAL EXPIRES IN 60 DAYS

§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. [1993, c. 730, §27 (AMD).]

B. The municipal officers or the county commissioners, as the case may be, shall provide public notice of any hearing held under this section by causing a notice, at the applicant's prepaid expense, stating the name and place of hearing, to appear on at least 3 consecutive days before the date of hearing in a daily newspaper having general circulation in the municipality where the premises are located or one week before the date of the hearing in a weekly newspaper having general circulation in the municipality where the premises are located. [1995, c. 140, §4 (AMD).]

C. If the municipal officers or the county commissioners, as the case may be, fail to take final action on an application for a new on-premises license or transfer of the location of an existing on-premises license within 60 days of the filing of an application, the application is deemed approved and ready for action by the bureau. For purposes of this paragraph, the date of filing of the application is the date the application is received by the municipal officers or county commissioners. This paragraph applies to all applications pending before municipal officers or county commissioners as of the effective date of this paragraph as well as all applications filed on or after the effective date of this paragraph. This paragraph applies to an existing on-premises license that has been extended pending renewal. The municipal officers or the county commissioners shall take final action on an on-premises license that has been extended pending renewal within 120 days of the filing of the application. [2003, c. 213, §1 (AMD).]

D. If an application is approved by the municipal officers or the county commissioners but the bureau finds, after inspection of the premises and the records of the applicant, that the applicant does not qualify for the class of license applied for, the bureau shall notify the applicant of that fact in writing. The bureau shall give the applicant 30 days to file an amended application for the appropriate class of license, accompanied by any additional license fee, with the municipal officers or county commissioners, as the case may be. If the applicant fails to file an amended application within 30 days, the original application must be denied by the bureau. The bureau shall notify the applicant in writing of its decision to deny the application including the reasons for the denial and the rights of appeal of the applicant. [1995, c. 140, §5 (NEW).] [2003, c. 213, §1 (AMD) .]

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

A. Conviction of the applicant of any Class A, Class B or Class C crime; [1987, c. 45, Pt. A, §4 (NEW).]

B. Noncompliance of the licensed premises or its use with any local zoning ordinance or other land use ordinance not directly related to liquor control; [1987, c. 45, Pt. A, §4 (NEW).]

C. Conditions of record such as waste disposal violations, health or safety violations or repeated parking or traffic violations on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises or other such conditions caused by persons patronizing or employed by the licensed premises that unreasonably disturb, interfere with or affect the ability of persons or businesses residing or located in the vicinity of the licensed premises to use their property in a reasonable manner; [1993, c. 730, §27 (AMD).]

D. Repeated incidents of record of breaches of the peace, disorderly conduct, vandalism or other violations of law on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises; [1989, c. 592, §3 (AMD).]

E. A violation of any provision of this Title; [2009, c. 81, §1 (AMD).]

F. A determination by the municipal officers or county commissioners that the purpose of the application is to circumvent the provisions of section 601; and [2009, c. 81, §2 (AMD).]

G. After September 1, 2010, server training, in a program certified by the bureau and required by local ordinance, has not been completed by individuals who serve alcoholic beverages. [2009, c. 81, §3 (NEW).]

[2009, c. 81, §§1-3 (AMD) .]

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

A. [1993, c. 730, §27 (RP).]

B. If the decision appealed from is an application denial, the bureau may issue the license only if it finds by clear and convincing evidence that the decision was without justifiable cause. [1993, c. 730, §27 (AMD).] [1995, c. 140, §6 (AMD) .]

4. No license to person who moved to obtain a license. [1987, c. 342, §32 (RP) .]

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

An applicant who files an appeal or who has an appeal pending shall pay the annual license fee the applicant would otherwise pay. Upon resolution of the appeal, if an applicant's license renewal is denied, the bureau shall refund the applicant the prorated amount of the unused license fee. [1995, c. 140, §7 (AMD); 1999, c. 547, Pt. B, §78 (AMD); 1999, c. 547, Pt. B, §80 (AFF) .]

All fees must accompany application, made payable to: Treasurer, State of Maine

Payments by check subject to penalty provided by Sec. 3-B, Title 28A, MRS

Please mail to:

Bureau of Alcoholic Beverages & Lottery Operations

Liquor Licensing & Enforcement

8 State House Station, Augusta, ME 04333-0008 (Regular address)

10 Water Street, Hallowell, ME 04347 (Overnight mail)

Email inquiries: MaineLiquor@Maine.gov

Bureau of Alcoholic Beverages & Lottery Operations
 Liquor Licensing & Enforcement Division
 8 State House Station,
 Augusta, ME 04333-0008
 Phone: (207) 624-7220
 Fax: (207) 287-3434
 Email inquiries: MaineLiquor@Maine.gov



DIVISION USE ONLY	
License No:	
Class:	By:
Deposit Date:	
Amt. Deposited:	
Cash Ck Mo:	

Hotel Mini-bar Application

PRESENT LICENSE EXPIRES: _____

Fee Schedule

Hotels with a current Liquor License.....\$100.00

Number of Mini-bars requested 21 X \$5.00 @ Mini-bar = \$105.00 (not to exceed \$900.00)

Hotels without a Liquor License.....\$200.00

Number of Mini-bars requested _____ X \$10.00 @ Mini-bar = _____

Filing Fee.....\$10.00

ALL QUESTIONS MUST BE ANSWERED IN FULL

Corporation Name: <u>Tides Beach Club, LLC</u>			Business Name (D/B/A) <u>Tides Beach Club</u>		
APPLICANT(S) –(Sole Proprietor)		DOB:	Physical Location: <u>930 Kings Hwy.</u>		
		DOB:	City/Town <u>Kennebunkport</u>	State <u>ME</u>	Zip Code <u>04046</u>
Address			Mailing Address <u>2 Linewell dr ste 203</u>		
City/Town	State	Zip Code	City/Town <u>Kennebunk</u>	State <u>ME</u>	Zip Code <u>04043</u>
Telephone Number <u>207-967-1519</u>	Fax Number <u>207-967-1516</u>		Business Telephone Number <u>207-967-8223</u>	Fax Number	
Federal I.D. # <u>27-3545942</u>			Seller Certificate #: or Sales Tax #: <u>1148420</u>		
Email Address: Please Print <u>licenses@kremeine.com</u>			Website: <u>www.tidesbeachclubmaine.com</u>		

1. Is applicant a corporation, limited liability company or limited partnership? YES NO

If Yes, please complete Corporate Information Required for Business Entities who are licensees.

2. If manager is to be employed, give name: Justin Grimes

3. If business is NEW or under new ownership, indicate starting date: _____

Requested inspection date: _____ Business hours: _____

4. Business records are located at: 2 Linewell dr ste 203 Kennebunk ME 04043

5. Is/are applicants(s) citizens of the United States? YES NO

6. Is/are applicant(s) residents of the State of Maine? YES NO

7. List name, date of birth, and place of birth for all applicants, managers, and bar managers. Give maiden name, if married:
Use a separate sheet of paper if necessary.

Name in Full (Print Clearly)	DOB	Place of Birth
Ticker Beach Club, LLC (applicant)		
Justin Grimes	05/07/1987	Portsmouth, NH
EOS Regional Resorts Holding Co		
Residence address on all of the above for previous 5 years (Limit answer to city & state)		
Justin Grimes	Kennebunkport, ME	Kennebunk, ME
EOS Regional	New York, NY	

8. Has/have applicant(s) or manager ever been convicted of any violation of the law, other than minor traffic violations, of any State of the United States? YES NO

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

9. Will any law enforcement official benefit financially either directly or indirectly in your license, if issued?

Yes No If Yes, give name: _____

10. Has/have applicant(s) formerly held a Maine liquor license? YES NO

11. Does/do applicant(s) own the premises? Yes No If No give name and address of owner: _____

12. Does/do applicant(s) have all the necessary permits required by the State Department of Human Services?

YES NO Applied for: _____

13. 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? 3.5M Which of the above is nearest? chapel

14. Have you received any assistance financially or otherwise (including any mortgages) from any source other than yourself in the establishment of your business? YES NO

If YES, give details: mortgage

The Division of Liquor Licensing & Enforcement is hereby authorized to obtain and examine all books, records and tax returns pertaining to the business, for which this liquor license is requested, and also such books, records and returns during the year in which any liquor license is in effect.

NOTE: "I understand that false statements made on this form are punishable by law. Knowingly supplying false information on this form is a Class D offense under the Criminal Code, punishable by confinement of up to one year or by monetary fine of up to \$2,000 or both."

Dated at: Kennebunk, ME on May 19, 20 23
Town/City, State Date

Please sign in blue ink

Signature of Applicant or Corporate Officer(s)

Signature of Applicant or Corporate Officer(s)

Print Name

Print Name

STATE OF MAINE

Dated at: _____, Maine _____
City/Town (County)

On: _____
Date

The undersigned being: Municipal Officers County Commissioners of the
 City Town Plantation Unincorporated Place of: _____, Maine

Hereby certify that we have given public notice on this application and held public hearing thereon as required by Section 653 Title 28A, Maine Revised Statutes and herby approve said application.

THIS APPROVAL EXPIRES IN 60 DAYS

§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. [1993, c. 730, §27 (AMD).]

B. The municipal officers or the county commissioners, as the case may be, shall provide public notice of any hearing held under this section by causing a notice, at the applicant's prepaid expense, stating the name and place of hearing, to appear on at least 3 consecutive days before the date of hearing in a daily newspaper having general circulation in the municipality where the premises are located or one week before the date of the hearing in a weekly newspaper having general circulation in the municipality where the premises are located. [1995, c. 140, §4 (AMD).]

C. If the municipal officers or the county commissioners, as the case may be, fail to take final action on an application for a new on-premises license or transfer of the location of an existing on-premises license within 60 days of the filing of an application, the application is deemed approved and ready for action by the bureau. For purposes of this paragraph, the date of filing of the application is the date the application is received by the municipal officers or county commissioners. This paragraph applies to all applications pending before municipal officers or county commissioners as of the effective date of this paragraph as well as all applications filed on or after the effective date of this paragraph. This paragraph applies to an existing on-premises license that has been extended pending renewal. The municipal officers or the county commissioners shall take final action on an on-premises license that has been extended pending renewal within 120 days of the filing of the application. [2003, c. 213, §1 (AMD).]

D. If an application is approved by the municipal officers or the county commissioners but the bureau finds, after inspection of the premises and the records of the applicant, that the applicant does not qualify for the class of license applied for, the bureau shall notify the applicant of that fact in writing. The bureau shall give the applicant 30 days to file an amended application for the appropriate class of license, accompanied by any additional license fee, with the municipal officers or county commissioners, as the case may be. If the applicant fails to file an amended application within 30 days, the original application must be denied by the bureau. The bureau shall notify the applicant in writing of its decision to deny the application including the reasons for the denial and the rights of appeal of the applicant. [1995, c. 140, §5 (NEW).] [2003, c. 213, §1 (AMD) .]

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

A. Conviction of the applicant of any Class A, Class B or Class C crime; [1987, c. 45, Pt. A, §4 (NEW).]

B. Noncompliance of the licensed premises or its use with any local zoning ordinance or other land use ordinance not directly related to liquor control; [1987, c. 45, Pt. A, §4 (NEW).]

C. Conditions of record such as waste disposal violations, health or safety violations or repeated parking or traffic violations on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises or other such conditions caused by persons patronizing or employed by the licensed premises that unreasonably disturb, interfere with or affect the ability of persons or businesses residing or located in the vicinity of the licensed premises to use their property in a reasonable manner; [1993, c. 730, §27 (AMD).]

D. Repeated incidents of record of breaches of the peace, disorderly conduct, vandalism or other violations of law on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises; [1989, c. 592, §3 (AMD).]

E. A violation of any provision of this Title; [2009, c. 81, §1 (AMD).]

F. A determination by the municipal officers or county commissioners that the purpose of the application is to circumvent the provisions of section 601; and [2009, c. 81, §2 (AMD).]

G. After September 1, 2010, server training, in a program certified by the bureau and required by local ordinance, has not been completed by individuals who serve alcoholic beverages. [2009, c. 81, §3 (NEW).]

[2009, c. 81, §§1-3 (AMD) .]

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

A. [1993, c. 730, §27 (RP).]

B. If the decision appealed from is an application denial, the bureau may issue the license only if it finds by clear and convincing evidence that the decision was without justifiable cause. [1993, c. 730, §27 (AMD).] [1995, c. 140, §6 (AMD) .]

4. No license to person who moved to obtain a license. [1987, c. 342, §32 (RP) .]

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

An applicant who files an appeal or who has an appeal pending shall pay the annual license fee the applicant would otherwise pay. Upon resolution of the appeal, if an applicant's license renewal is denied, the bureau shall refund the applicant the prorated amount of the unused license fee. [1995, c. 140, §7 (AMD); 1999, c. 547, Pt. B, §78 (AMD); 1999, c. 547, Pt. B, §80 (AFF) .]

All fees must accompany application, made payable to: Treasurer, State of Maine

Payments by check subject to penalty provided by Sec. 3-B, Title 28A, MRS

Please mail to:

Bureau of Alcoholic Beverages & Lottery Operations

Liquor Licensing & Enforcement

8 State House Station, Augusta, ME 04333-0008 (Regular address)

10 Water Street, Hallowell, ME 04347 (Overnight mail)

Email inquiries: MaineLiquor@Maine.gov

AGENDA ITEM DIVIDER



TOWN OF KENNEBUNKPORT, MAINE
~ INCORPORATED 1653 ~

MAINE'S FINEST RESORT

MEMORANDUM

To: Laurie Smith, Town Manager
Fr: Werner Gilliam, Director of Planning and Development
CC: Tracey O'Roak, Michelle Radley
Re: Proposed Ordinance Revisions June 2023 Update
Dt: June 5th, 2023

Staff along with town counsel, have drafted several Ordinance proposals for consideration for the June 2023 warrant. These have all had the required public hearings and legal review. In addition to the draft language that has been provided, below, you will find a description of those changes.

1. Land Use Ordinance/Terminology (regarding Accessory Apartments): In response to the recent state statute modifications surrounding housing (Known as LD2003), revisions to Kennebunkport's accessory dwelling unit regulations have been drafted. Key elements include language confirming that: ADUs cannot be sold, are recognized as permitted uses, are intended as primary residences, are not eligible for STR Licenses, and are generally allowable in all zones. Additionally, they must meet certain minimum square footage requirements and are generally exempt from being required to have any additional parking as required in LD 2003.
2. Land Use Ordinance/Town-wide Regulations (private road construction): Private roads that are subject to a Planning Board Site Plan review require input from the fire department regarding access. Future road designs will need to be able to accommodate future fire apparatus that the town has contracted for. The proposed ordinance revisions now have a table to better clarify the dimensional requirements as well as exhibits for both 16' and 20' wide fire apparatus turnaround options.

Part I – General Ordinances
Chapter 5 – Administrative Code
Article IV. Boards and Committees

§ 5-30 Cape Porpoise Pier Committee.

A. ~~A.~~—Composition. The Cape Porpoise Pier Committee shall be composed of five or more members, one of whom shall be a member of the Board of Selectmen. Nonresidents may be appointed to this Committee, provided they are commercial fishermen from the Cape Porpoise Pier and at least 75% of the membership are ~~registered voters of Kennebunkport~~ Commercial Fishermen.

B. Definition of Commercial Fisherman. An individual or business entity^[AKT1] deriving greater than 50% of their annual income from activities directly concerned with the commercial harvest of wild or aquacultured marine organisms.

BC. Appointment. The Board of Selectmen shall appoint the members of the Cape Porpoise Pier Committee.

CD. Terms. The members of the Cape Porpoise Pier Committee shall serve for terms of one year.

DE. Organization. The members of the Cape Porpoise Pier Committee shall elect annually from its membership a Chair, a Vice Chair and a Secretary.

EF. Duties. The Cape Porpoise Pier Committee shall advise the Board of Selectmen on all matters addressed in the Cape Porpoise Pier Ordinance.

Part I – General Ordinances
Chapter 5 – Administrative Code
Article V. Annual and Special Town Meetings

§ 5-42 **Schedule; fiscal year.**

- A. The Annual Town Meeting shall convene on the second Tuesday of each June for the purpose of electing Town officials and for voting on referendum articles and other secret ballot articles and shall adjourn to ~~the Saturday~~ Wednesday evening immediately following the second Tuesday of June for the purpose of considering and adopting the budget and acting upon remaining business. ~~The terms of those elected Town officials whose terms would have expired in March on the date of the Annual Town Meeting shall be automatically extended to the date of the next corresponding Annual Town Meeting in June.~~ All Annual and Special Town Meetings shall be called in accordance with the provisions of the statutes of the State of Maine.
- B. The Town's fiscal year shall be July 1 through the following June 30, commencing July 1, 2002, with a six-month interim fiscal and budget year running from January 1, 2002, through June 30, 2002, to provide for the change in the fiscal year. In addition, property taxes will be billed on or about February 1, 2002, to fund the six-month interim budget and thereafter twice a year with half of the taxes to be billed on or about August 1 and the second half to be billed on or about February 1.

Part II – Zoning Ordinances
Chapter 240 – Land Use
Article 2. Terminology (regarding Accessory Apartments)

§ 240-2.2 Definitions

In this chapter, the following terms shall have the following meanings:

ACCESSORY USE OR STRUCTURE

A subordinate use or structure customarily incidental to and located on the same lot as the principal use or structure, such as a detached garage, workshop, or the like. Accessory uses, in the aggregate, shall not subordinate the principal use or structure on a lot. A deck or similar extension of the principal structure or a garage attached to the principal structure by a roof, or a common wall is considered part of the principal structure and may not be independently conveyed to the extent permitted by law.

APARTMENT, ACCESSORY

A separate dwelling unit which may be located within a single-family dwelling, attached to or sharing a wall with a single-family dwelling, or a detached accessory structure as permitted under § 240-7.1 of this chapter. An accessory apartment is an extension of use which and may not be independently conveyed except to the extent permitted by law. An accessory apartment may be considered an accessory dwelling unit under 30-A M.R.S.A. § 4364-B or an additional dwelling unit under 30-A M.R.S.A. § 4364-A, as determined by the municipal reviewing authority.

DWELLING

Any building or structure or portion thereof containing one or more dwelling units, but not including a motel, hotel, inn or similar use.

A. SINGLE-FAMILY DWELLING

A building designed or intended to be used exclusively for residential occupancy by one family only and containing only one dwelling unit, or one dwelling unit with an accessory apartment as permitted under § 240-7.1, including a modular home unit.

B. TWO-FAMILY DWELLING

A building designed or remodeled to be used exclusively for residential occupancy to two families living independently of one

another and containing two dwelling units. Each unit shall have not less than 650 square feet.

C. MULTIPLEX DWELLING

A building for residential occupancy by three or more families living independently of one another and containing three or more dwelling units, including apartment buildings and condominiums, but excluding single-family dwellings with accessory apartments.

DWELLING UNIT

One or more habitable rooms arranged, designed or intended to be used, or used as a complete housekeeping unit for one or more individuals living together as a family with independent living, cooking, sleeping, bathing and sanitary facilities. Recreational vehicles are not residential dwelling units. Within any Shoreland Zone, the term "dwelling unit" shall include seasonal rental units which meet the above definition, regardless of the time period rented.

§ 240-4.3 Village Residential Zone

Permitted Uses	Conditional Uses Subject to Site Plan Review	Conditional Uses Subject to Zoning Board of Appeals Review
Accessory apartment	Accessory apartment*	Animal husbandry

~~*See § 240-7.1J~~

§ 240-4.4 Village Residential East Zone

Permitted Uses	Conditional Uses Subject to Site Plan Review	Conditional Uses Subject to Zoning Board of Appeals Review
Accessory apartment	Accessory apartment*	Animal husbandry

~~*See § 240-7.1J~~

§ 240-4.5 Dock Square Zone

Permitted Uses	Conditional Uses Subject to Site Plan Review	Conditional Uses Subject to Zoning Board of Appeals Review
Accessory apartment	Accessory apartment**	Child-care center

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

~~**See § 490-7.1J.~~

§ 240-4.6 Riverfront Zone

Permitted Uses	Conditional Uses Subject to Site Plan Review	Conditional Uses Subject to Zoning Board of Appeals Review
Accessory apartment	Accessory apartment*	Child-care center

~~*See § 240-7.1J.~~

§ 240-4.7 Cape Arundel Zone

Permitted Uses	Conditional Uses Subject to Site Plan Review	Conditional Uses Subject to Zoning Board of Appeals Review
Accessory apartment	Accessory apartment*	Home occupation

~~*See § 490-7.1J.~~

§ 240-4.8 Goose Rocks Zone

Permitted Uses	Conditional Uses Subject to Site Plan Review	Conditional Uses Subject to Zoning Board of Appeals Review
Accessory apartment	Accessory apartment*	Child-care center

~~*See § 490-7.1J.~~

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

Permitted Uses	Conditional Uses Subject to Site Plan Review	Conditional Uses Subject to Zoning Board of Appeals Review
Accessory apartment	Accessory apartment*	Home occupation

~~*See § 490-7.1J.~~

§ 240-4.10 Cape Porpoise Square Zone

Permitted Uses	Conditional Uses Subject to Site Plan Review	Conditional Uses Subject to Zoning Board of Appeals Review
Accessory apartment	Accessory apartment*	Child-care center

~~*See § 490-7.1J.~~

§ 240-4.11 Free Enterprise Zone

Permitted Uses	Conditional Uses Subject to Site Plan Review	Conditional Uses Subject to Zoning Board of Appeals Review
Accessory apartment	Accessory apartment*	Child-care center

~~*See § 490-7.1J.~~

§ 240-4.12 Farm and Forest Zone

Permitted Uses	Conditional Uses Subject to Site Plan Review	Conditional Uses Subject to Zoning Board of Appeals Review
Accessory apartment	Accessory apartment*	Child-care center

~~*See § 490-7.1~~

§ 240-7.1 Accessory apartments

Accessory apartments may only be located in, attached to, or detached from a single-family dwelling, shall not be defined as a two-family or a multiplex, are allowed as a permitted use in all zones, except where otherwise noted in Subsection ~~F~~ D, and are subject to the limitations below:

- A. A request for an accessory apartment requires submittal of a site plan that shall include the property owner with deed reference, lot boundaries and dimensions to scale and the location and setbacks of all buildings and parking areas.
- B. A request for an accessory apartment shall include a plan of the entire building showing a separate floor layout of all finished levels identifying the use of all rooms and the location of all entrances/exits.
- C. The dwelling shall have only one front entrance and all other entrances shall be either on the side or in the rear of the dwelling. An entrance leading to a foyer with interior entrances leading from the foyer to the two dwelling units is permitted.

~~The living area of the dwelling must be at least 1,625 square feet, including basement and attic spaces that have a ceiling height greater than seven feet. The living area of an accessory apartment shall be a minimum of 600 square feet, and a maximum of 40% of the living area of the dwelling or 800 square feet, whichever square footage is less. 190 square feet, and a maximum of 800 square feet.~~ An accessory apartment may not have any living space on a third story unless it meets the minimum life safety requirements as defined in the Building Code.

- D. Accessory apartments are not permitted in the Shoreland Zone unless the lot on which it will be located has at least double the lot size for that zone, double the minimum lot size, and double the shore frontage for that zone.
- E. Only one accessory apartment shall be permitted per ~~lot~~ single-family dwelling.
- F. ~~Either the primary residence or converted accessory apartment shall be occupied by the owner of the property as the owner's primary residence. An accessory apartment shall be occupied as a primary residence ("primary residence" shall be defined as more than six months per year). Both the primary residence and accessory apartment shall be occupied as primary residences. When requesting an accessory apartment, the property owner must provide proof of primary residency, to include possession of a State of~~

~~Maine driver's license, current registration of a motor vehicle in Maine, and current registration to vote in Maine. If the property owner does not have a valid motor vehicle license in Maine or any other political jurisdiction, or does not have a motor vehicle currently registered in Maine or any other political jurisdiction, alternative evidence of primary residency may be accepted subject to the discretion of the Zoning Board of Appeals or the Code Enforcement Officer. An accessory apartment is not eligible to operate as a short-term rental.~~

~~G. In the Free Enterprise and Farm and Forest Zones only, a home occupation is allowed in either the primary dwelling or the accessory apartment, but not in both. Such home occupation shall be subject to approval as a conditional use. [Amended 11-3-2020]~~

~~H. No permit for an accessory apartment shall be legal until the owner files the following notice with the Code Enforcement Officer and in the Registry of Deeds: "A permit for an accessory apartment has been issued to the owner of this property. This permit does not run with the land, and is automatically invalidated by the sale, grant, devise, conveyance or transfer of this property."~~

I. G. Accessory apartments located on properties connected to the Town's wastewater collection system must be approved by the Sewer Department. Properties utilizing subsurface waste system and private wells must meet the standards required in the Maine Subsurface Wastewater Disposal Rules. In addition:

- (1) Existing septic systems must be evaluated for condition and capacity by a licensed site evaluator. A reserve area is required for existing and new systems in the event that replacement is necessary. Biannual pump-outs of septic systems servicing the property are required and documentation must be provided to the Town upon request.
- (2) Properties serviced by private wells must provide to the Code Enforcement Office a water quality test to ensure adequate water quality prior to issuance of a certificate of occupancy.

~~J. An accessory apartment located in a detached accessory structure that conforms to property setback requirements is allowed as a permitted use subject to all requirements below. An accessory apartment constructed within or detached of an existing structure that is legally nonconforming due to setbacks~~

is subject to ~~Planning Board review per Article 10. The following requirements must be met, in addition to the requirements of Subsections A through I above:~~

- ~~(1) Calculation of floor area for the detached accessory apartment's living space is based on 40% of the living space of the primary structure to include the basement and attic spaces that have a ceiling height greater than seven feet.~~
- ~~(2) If the primary dwelling is located on a nonconforming lot, at least 50% of the floor area of the detached accessory structure must be devoted to uses other than living space which are accessory to the principal structure, such as storage or parking, and must be available for use by the occupants of the principal structure.~~

§ 240-6.10 Accessory apartments

- A. Each single-family dwelling shall be provided with two off-street parking spaces. ~~Accessory apartments shall be provided with parking in accordance with Subsection B(2) below~~ Accessory apartments are not required to have additional off-street parking.
-

§ 240-6.19 Dwellings

- A. Single-family dwellings. A single-family dwelling and any accessory apartment located therein shall be constructed on one continuous foundation and under one continuous roof; no part of the dwelling unit shall be located in a detached building or structure. Detached accessory apartment units shall be exempt from this requirement.
-

§ 240-8.7 Nonconforming lots

- A. A nonconforming lot of record, not adjoined by any other lot in common ownership, may be built upon, as a matter of right for a single-family dwelling, and permitted accessory uses, and without the need for a variance, subject to all the requirements of this chapter for the zone where located, except for those area and frontage requirements which made the lot nonconforming, provided that the owner can demonstrate that there is reasonable access to the site by emergency vehicles.
-

§ 240-11.12 Growth management permit required

C. Exemptions. The following are exempt from the provisions of this section:

1. The repair, replacement, reconstruction or alteration of any existing building or structure not resulting in additional dwelling units;
2. Housing for the elderly which is constructed, operated, subsidized or funded, in whole or in part, by an agency of the state or federal government;
3. The construction or alteration of a nonresidential building or structure; and
4. The construction or alteration of a new accessory apartment.

Part II – Zoning Ordinances
Chapter 240 – Land Use
Article 6. Town-wide Regulations (private road construction)

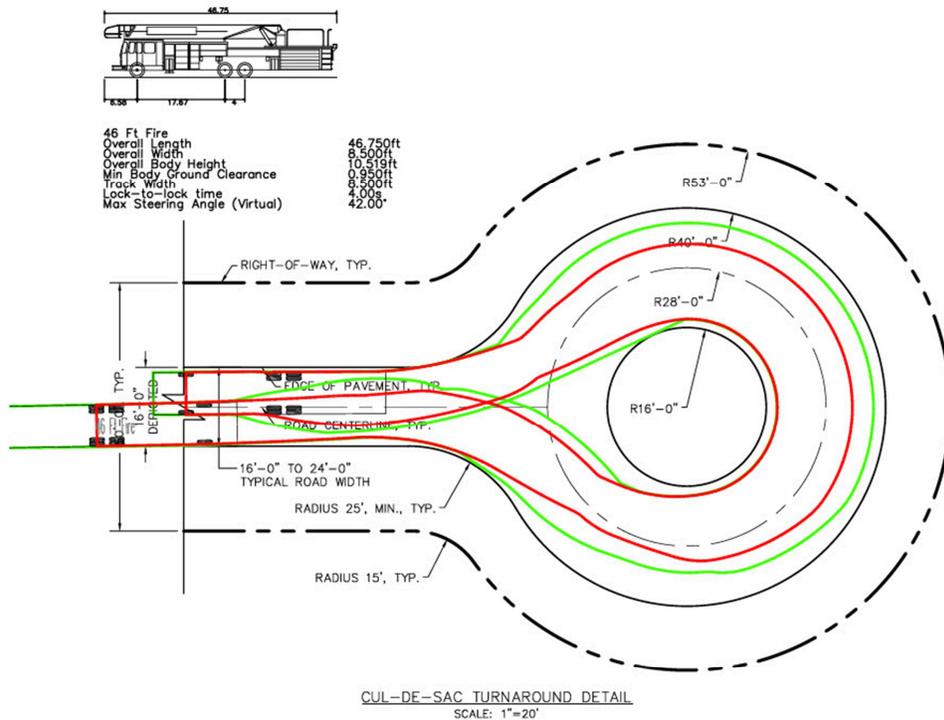
240-6.14 Road Construction, filling and grading.

- A. On lots greater than five acres in area, the construction of a road, or grading or filling of the land may not commence prior to site plan review under Article 10, unless the planned land use is to serve no more than two residential units, or a use accessory to an existing single-family home. On lots of five acres or less, and on any lot when the planned use is to serve no more than two residential units, or a use accessory to an existing single-family home, such construction, grading or filling requires a permit from the Code Enforcement Officer.
- B. A driveway/private road over 50 feet long for a single-family or two-family dwelling that the Code Enforcement Officer may permit, shall not be less than 12 feet wide, with a minimum five-foot setback from the lot line.
- C. A driveway/private road for a three-unit multiplex, or for three detached dwellings, must be approved by the Planning Board, and the right-of-way shall not be less than two rods (which is 33 feet) in width. The traveled way shall not be less than 16 feet in width of gravel, of hard, durable particles free from vegetative matter, 16 inches thick after compaction. Drainage swales must have slopes no steeper than 3:1. The center line of the roadway shall not be more than three feet off the center line of the right-of-way.
- D. A driveway/private road for four or more detached dwellings must be approved by the Planning Board, and the right-of-way shall not be less than 50 feet in width. The traveled way shall not be less than 20 feet in width of gravel, of hard, durable particles free from vegetative matter, 16 inches thick after compaction. Drainage swales must have slopes no steeper than 3:1. The center line of the roadway shall not be more than three feet off the center line of the right-of-way. See Table F and exhibits for dimensions and hammerhead /cul-de-sac design standards.
- E. The Planning Board may reduce or modify the driveway/private road standards where strict adherence to the limitations cannot be met when considering a preexisting right-of-way, or cannot be met due to environmental concerns. In addition, during the course of their-its review the Planning Board may consult with the Code Enforcement Officer and the Fire Chief regarding emergency equipment access requirements for new and expanded existing private roads. If

such a modification(s) is approved, the Planning Board shall include the modification(s) in the site plan review's written findings of fact, and the applicant shall record the findings of fact with the York County Registry of Deeds before commencing any work or before receiving a building or land use activity permit from the Code Enforcement Officer.

F.

Table of Dimensional Standards			
Residential Use	Minimum ROW	Minimum Travelled Width	Permitting Authority
Up to: (2) Single family Dwellings or (1) Two Family Dwelling	22'	12'	CEO
(3) Detached Dwellings, or 1(3) Unit Multiplex	33'	16'	PB
(4 or more) Detached Dwellings or residential dwelling units	50'	20'	PB



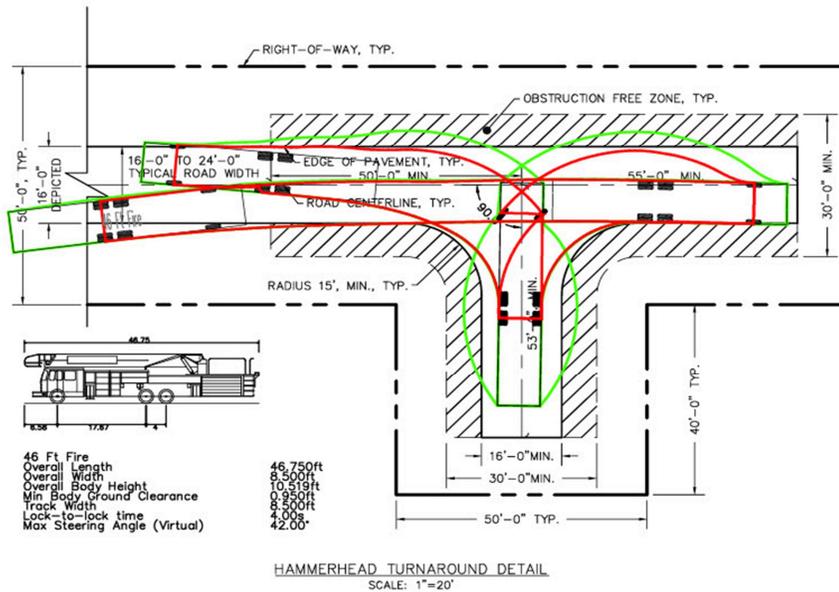
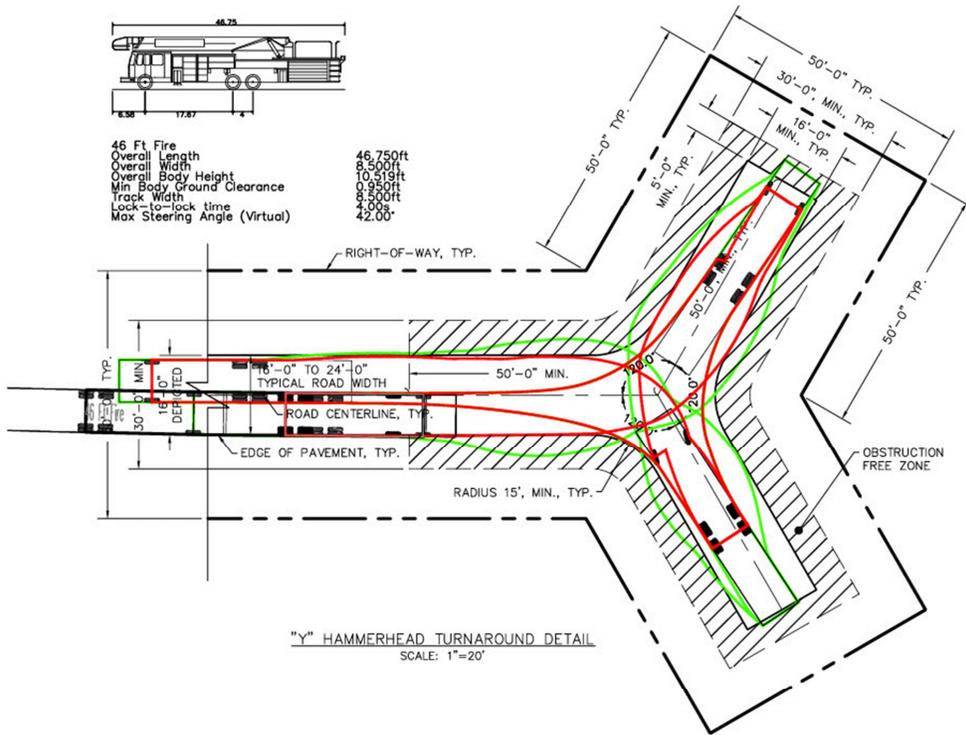


Exhibit A

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this ____ day of _____, 2023, by and between the **INHABITANTS OF THE TOWN OF KENNEBUNKPORT**, a municipal corporation existing under the laws of the State of Maine, located in York County, Maine (“Grantor”) and **ST. ANN’S EPISCOPAL CHURCH**, a Maine church corporation, with a mailing address of P. O. Box 44, Kennebunkport, Maine, 04046 (“Grantee”).

WHEREAS, Grantor owns a certain lot or parcel of land situated southerly of Ocean Avenue and in the Town of Kennebunkport, York County, Maine generally in the area known as “Old Fort Beach” being of portion of the land more particularly described in the deed from Henry Parsons to the Town of Kennebunkport dated August 1, 1944 and recorded in the York County Registry of Deeds in Book 1018, Page 179 (the “Grantor’s Property”);

WHEREAS, Grantee owns a certain lot or parcel of land in said Town of Kennebunkport located at 167 Ocean Avenue, Kennebunkport, Maine known as the Rectory parcel described in the deed recorded in the York County Registry of Deeds in Book 9347, Page 225 and an abutting lot or parcel land known as the Church parcel described in the deed recorded in the York County Registry of Deeds in Book 1888, Page 688 (collectively, the “Grantee’s Property”).

WHEREAS, the parties have agreed to the terms and conditions of the following easement rights, to burden the Grantor’s Property and for the benefit of the Grantee’s Property.

NOW THEREFORE, for consideration paid, Grantor hereby GRANTS to Grantee, with Quitclaim Covenant, a non-exclusive permanent easement (the “Easement”) over the portion of Grantor’s Property described on the attached EXHIBIT A and shown on the sketch attached as EXHIBIT B (the “Easement Area”) for (i) the use, maintenance, repair and replacement of a sea wall as presently located on the Grantor’s Property (the “Sea Wall”), at Grantee’s sole cost and expense; and (ii) access to and from Ocean Avenue to the Sea Wall, including access by vehicles, heavy equipment and on foot for said purposes only.

Access over the Easement Area shall be at reasonable times and the Grantee shall have the obligation to obtain approval in advance, except in the event of an emergency, which approval shall not be unreasonably withheld, from the Town of Kennebunkport Select Board or Town Manager without the necessity of a town meeting vote, of (i) the person or persons entering the Easement Area, (ii) the nature of the work to be done and anticipated time line with the intent of minimizing the impact on the Easement Area. Notwithstanding anything to the contrary in this Easement Agreement nor the maintenance, repair and replacement rights herein, Grantee acknowledges that the location, width, length and general appearance of the Sea Wall

shall remain the same or substantially the same as presently constituted and the height of the Sea Wall shall be approximately eighteen (18) feet.

Grantee shall be responsible for obtaining any necessary permits and approvals required for such use or improvements made within the Easement Area, and such use or improvements shall comply with all laws, ordinances, and regulations pertaining thereto.

Grantee's, its agents' or contractors' use of the Easement Area shall be at Grantee's sole risk and Grantee hereby releases Grantor for any liability with respect to, or arising out of such use. Grantee shall indemnify and hold harmless Grantor from and against any and all claims, damages, costs and expenses arising from the use of the Easement by Grantee, its agents or contractors, including without limitation any injury to persons or damage to property. Without limiting the foregoing, Grantee shall repair any damage to the Grantor's Property caused by Grantee's, its agents' or contractors' use of the Easement Area to substantially the same condition as existed prior to such disturbance. The foregoing indemnity shall include an indemnity against any and all reasonable costs of litigation, including without limitation reasonable attorney's fees. Nothing in this paragraph shall constitute a waiver by Grantor of any provision of the Maine Tort Claims Act, 14 M.R.S. §8101 et seq.

Grantee shall not suffer or permit any mechanic's or materialmen's lien to attach to the Grantor's Property. In the event any such lien shall be filed and recorded; Grantee shall promptly take steps to remove such lien in any lawful manner.

Grantor reserves the right to use and enjoy the Grantor Property in any manner that shall not be inconsistent with or interfere with the Easement granted herein.

The Easement is further conveyed SUBJECT TO all rights, privileges, easements, obligations, conditions, covenants, reservations and restrictions set forth in deeds in record title to these areas of land insofar as such rights may be in force and effect.

The Easement herein granted shall run with the land and be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors and assigns.

IN WITNESS THEREOF, the parties have set their hands, under seal, as of the date first written above.

**INHABITANTS OF THE TOWN OF
KENNEBUNKPORT**

By: _____

Laurie Smith, Its Town Manager

Duly authorized by Town Meeting vote

STATE OF MAINE
COUNTY OF YORK

_____, 2023

Then personally appeared the above-named Laurie Smith, Town Manager of the Town of Kennebunkport, and acknowledge the foregoing instrument to be her free act and deed in said capacity,

Before me,

Notary Public

ST. ANN'S EPISCOPAL CHURCH

By: _____
Shephard Hill, Its Senior Warden,
Duly Authorized by Church Vestry vote

STATE OF MAINE
COUNTY OF YORK

_____, 2023

Then personally appeared Shephard Hill, Senior Warden of St Ann's Episcopal Church. and acknowledged the foregoing instrument to be his free act and deed in said capacity.

Before me,

Notary Public

ST. ANN'S EPISCOPAL CHURCH

By: _____
Shephard Hill, Its Senior Warden,
Duly Authorized by Church Vestry vote

STATE OF MAINE
COUNTY OF YORK

_____, 2023

Then personally appeared Shephard Hill, Senior Warden of St Ann's Episcopal Church. and acknowledged the foregoing instrument to be his free act and deed in said capacity.

Before me,

Notary Public

PURCHASE AND SALE AGREEMENT

1. PARTIES. This Purchase and Sale Agreement (this “Agreement”) is entered into as of the 4th day of April, 2023 (the “Effective Date”), by and between HAROLD OTIS MOONEY and LOUISE JANE MOONEY of Kennebunk, Maine, whose mailing address is 19 Spiller Drive, Kennebunk, Maine 04043 (“Sellers”), who agree to sell, and the TOWN OF KENNEBUNKPORT, a Maine municipal corporation, whose mailing address is 6 Elm Street, P.O. Box 566, Kennebunkport, Maine 04046-0001 (“Buyer”), who agrees to buy, the premises described in Paragraph 2 hereof, upon the terms and conditions hereinafter set forth.

2. DESCRIPTION OF PREMISES. The premises to which this Agreement relates consists of a certain lot or parcel of land situated on the easterly side of Langsford Road in the Town of Kennebunkport, County of York, and State of Maine, as more particularly described in a Release Deed from Louise Jane Mooney to Sellers dated February 14, 2022, and recorded in the York County Registry of Deeds in Book 18956, Page 187, and shown as Lot 1-3 on Kennebunkport Tax Map 29 (the “Premises”).

3. DEED. The Premises shall be conveyed by Sellers to Buyer by a good and sufficient Quitclaim Deed with Quitclaim Covenant (the “Deed”), which Deed shall convey good and clear record and marketable title to the Premises, free and clear of all liens and encumbrances except those of record as of the date of this Agreement, other than any financial liens and encumbrances such as, for example, mortgages on the Premises, which shall be discharged or otherwise released at the Closing.

4. PURCHASE PRICE. The purchase price for the Premises is Two Hundred Seventy-Five Thousand Dollars (\$275,000.00), payable as follows:

- (a) One Thousand Dollars (\$1,000.00) as an earnest money deposit (the “Deposit”), which is to be held by Buyer’s attorneys and disbursed in accordance with the terms and conditions of this Agreement; and
- (b) Two Hundred Seventy-Four Thousand Dollars (\$274,000.00), which is to be paid to Sellers at the time of delivery of the Deed by certified or cashier’s checks, or by wire transfer, subject to the credits and prorations hereinafter set forth.

5. WITHHOLDING TAX. Sellers are hereby notified that Buyer will withhold two and one-half percent (2.5%) of the purchase price as allocated for transfer to the State of Maine Tax Assessor pursuant to 36 M.R.S.A. § 5250-A unless (a) Sellers furnish a certificate to Buyer at the Closing stating, under penalty of perjury, that as of the date of the Closing, Sellers are residents of the State of Maine, or (b) Sellers furnish a certificate from the State of Maine Tax Assessor to Buyer at the Closing stating that no taxes are required to be withheld in connection with the transfer of the Premises or that Sellers have provided adequate security to the State of Maine Tax Assessor to cover the tax liability resulting from said transfer.

6. BUYER'S ENTRY ON PREMISES. Buyer shall have the right, following reasonable prior notice to Sellers, to enter upon the Premises at all reasonable times to undertake such tests, surveys, and other inspections of the Premises as Buyer may require, and shall repair any damage to the Premises resulting from such entry in the event that Buyer does not complete the acquisition of the Premises.

7. TIME FOR PERFORMANCE/DELIVERY OF DEED; VOTER APPROVAL. Such Deed and other transfer documents are to be delivered and the consideration paid within forty-five (45) days following approval of the transaction contemplated hereunder by the voters of the Town of Kennebunkport at a duly called Town Meeting currently scheduled for a date in June, 2023, to be determined by the Board of Selectmen of the Town of Kennebunkport (the "Voter Approval"), on such date and at such time as shall be designated by Buyer upon not less than fourteen (14) days' notice to Sellers, at the municipal offices of Buyer (the "Closing"). If Voter Approval is received, the Deposit shall be promptly delivered to Sellers and held and disbursed in accordance with the terms and conditions of this Agreement, and the transaction described herein shall proceed. If Voter Approval is not received, this Agreement shall automatically terminate and the Deposit shall be promptly returned to Buyer, and the parties shall be relieved of all further obligations under this Agreement except for such obligations as shall survive termination of this Agreement.

8. ADDITIONAL BUYER CONTINGENCIES. In addition to such other conditions to closing as may be set forth herein, and notwithstanding anything to the contrary set forth herein, the obligations of Buyer under this Agreement are subject to the following contingencies, any of which, if not met within the time periods specified, shall entitle Buyer to terminate this Agreement by giving Sellers written notice of Buyer's intention to do so within said specified time period. Upon such termination, the Deposit shall be promptly returned to Buyer, and the parties shall be relieved of all further obligations under this Agreement except for such obligations as shall survive termination of this Agreement.

(a) Survey. Buyer shall undertake good faith efforts to obtain a current survey of the Premises disclosing a state of facts acceptable to Buyer within sixty (60) days following the Effective Date of this Agreement, the cost of which survey shall be paid for by Buyer. Sellers shall provide Buyer with copies of any surveys of the Premises within Sellers' or Sellers' agents' possession within seven (7) days following the Effective Date of this Agreement.

(b) Environmental Report. Buyer shall undertake good faith efforts to obtain a current environmental report with respect to the Premises disclosing a state of facts acceptable to Buyer within sixty (60) days following the Effective Date of this Agreement, the cost of which report shall be paid for by Buyer. Sellers shall provide Buyer with copies of any environmental reports of the Premises within Sellers' or

Sellers' agents' possession within seven (7) days following the Effective Date of this Agreement.

9. CLOSING DOCUMENTS. At the Closing, and in addition to any other documents referred to in this Agreement to be delivered to Buyer at the Closing, Sellers shall execute, acknowledge as necessary, and deliver the following documents and such other documents as Buyer may reasonably require to complete the transaction contemplated herein:

(a) Transfer Documents. Sellers shall execute, acknowledge and deliver to Buyer the Deed and shall approve and deliver the related Real Estate Transfer Tax Declaration of Value;

(b) Title Affidavits. Sellers shall deliver to Buyer such customary certificates, affidavits or indemnity agreements as the title insurance company issuing the title insurance policy on the Premises to Buyer shall reasonably require in order to issue such policy and to omit therefrom all standard exceptions for unfiled mechanic's, materialmen's or similar liens, survey matters, and parties in possession;

(c) Nonforeign Person Affidavits. If applicable, Sellers shall deliver to Buyer such affidavits and certificates as Buyer shall reasonably deem necessary to relieve Buyer of any obligation to deduct and withhold any portion of the purchase price pursuant to § 1445 of the Internal Revenue Code;

(d) Maine Resident Affidavits. If applicable, Sellers shall deliver to Buyer such affidavits and certificates as Buyer shall deem necessary to relieve Buyer of any obligation to deduct and withhold any portion of the purchase price pursuant to 36 M.R.S.A. § 5250-A; and

(e) Underground Oil Storage Tank Certification. Sellers shall deliver to Buyer a written notice certifying either (i) that, to the best of Sellers' knowledge, there is no underground oil storage facility located on the Premises, or (ii) pursuant to 38 M.R.S.A. § 563(6), if there is such a facility on the Premises, that the facility exists and shall disclose its registration number or numbers, the exact location of the facility, whether or not it has been abandoned in place, and that the facility is subject to regulation by the Maine Board of Environmental Protection.

10. USE AGREEMENT. In addition to such other documents to be executed and delivered at the Closing, Buyer shall execute the Use Agreement attached as Schedule A hereto.

11. POSSESSION AND CONDITION OF PREMISES. Full possession of the Premises free of all tenants and occupants, is to be delivered at the Closing, the Premises to be then in the same condition they are now, reasonable wear and tear accepted. Buyer and Buyer's agents may inspect the Premises within forty-eight (48) hours prior to the Closing in order to

determine whether the condition thereof complies with the terms and conditions of this Agreement.

12. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM. If Sellers shall be unable to give title or to make conveyance, or to deliver possession of the Premises, all as herein stipulated, or, if at the time of the Closing the Premises do not conform with the terms and conditions hereof, then Sellers shall use good faith and commercially reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the Premises conform to the terms and conditions hereof, as the case may be, in which event the time for performance hereof shall be extended for a period of thirty (30) days, or such longer period as Buyer shall agree to.

13. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM. If at the expiration of such extended time Sellers shall have failed to remove any defects in title, deliver possession, or make the Premises conform, as the case may be, all as herein agreed, then, at Buyer's option, any payments made under this Agreement shall be promptly refunded to Buyer, and all other obligations of the parties hereto shall cease, except for such obligations as shall survive termination of this Agreement, and this Agreement shall be void without recourse of the parties hereto.

14. BUYER'S ELECTION TO ACCEPT TITLE AND CONDITION. In addition to such other remedies available to Buyer under this Agreement, Buyer shall have the election, at either the original or such extended time for performance, to accept such title to the Premises in its then condition as Sellers can deliver and to pay therefor the purchase price without deduction, in which case, Sellers shall convey such title or deliver the Premises in such condition.

15. ACCEPTANCE OF DEED. The acceptance of the Deed and other transfer documents by Buyer shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms and conditions hereof, to be performed after the delivery of said documents or to otherwise survive the Closing hereunder.

16. USE OF PURCHASE MONEY TO CLEAR TITLE. To enable Sellers to make conveyance as herein provided, Sellers may, at the time of delivery of the Deed and other transfer documents, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said Deed and other transfer documents.

17. RISK OF LOSS. Until delivery of possession of the Premises from Sellers to Buyer, risk or loss or damage to Premises by fire or otherwise shall be on Sellers.

18. ADJUSTMENTS. Real estate taxes and any other municipal assessments for the then current municipal tax year shall be apportioned as of the Closing, and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by

Buyer at the time of delivery of the Deed and other transfer documents. Any penalties or other fees with respect to the removal of the Premises from any current use tax assessment program such as, by way of example, open space or tree growth classification, in connection with the conveyance of the Premises to Buyer shall be paid by Sellers at the Closing. Real estate transfer taxes due on the sale from either party will be paid by Buyer. Additionally, recording fees for the Deed and any other documents required to be recorded in the York County Registry of Deeds shall be paid by Buyer.

19. ADJUSTMENT OF UNASSESSED AND ABATED TAXES. If the amount of said real estate taxes and any other municipal assessments referred to in the preceding Paragraph is not known at the time of the Closing, they shall be apportioned on the basis of the real estate taxes assessed for the immediately preceding year, with a reapportionment as soon as the new tax rate and valuation can be ascertained. This obligation shall survive the Closing.

20. BROKERAGE. Sellers and Buyer each represent and warrant to the other that no brokers, agents or consultants have been employed with respect to this transaction by either of them, and Sellers and Buyer agree to indemnify and hold the other harmless from any claim by any broker or agent claiming compensation in respect of this transaction, alleging an agreement with Sellers or Buyer, as the case may be. This agreement to indemnify and hold harmless shall survive the Closing.

21. DEFAULT/DAMAGES. Should Sellers fail to fulfill Sellers' obligations hereunder, Buyer may elect to receive a refund of the Deposit, or to pursue all available remedies, including specific performance and reasonable attorney's fees. Should Buyer fail to fulfill Buyer's obligations hereunder, Sellers shall retain the Deposit as liquidated damages as Sellers' sole and exclusive remedy at law or in equity for Buyer's default without further recourse to Buyer and Buyer shall be relieved all obligations hereunder, except for such obligations as shall survive termination hereof.

22. SELLERS' WARRANTIES AND REPRESENTATIONS. Sellers warrant and represent as of the date of this Agreement and as of each date through and including the Closing that:

(a) There are no litigation, liens, judgments, violations, or proceedings pending or threatened against or relating to the Premises nor do Sellers know or have reasonable grounds to know of any basis for any such action, or of any governmental investigation relating to the Premises;

(b) There is not pending or threatened action or proceeding (including, but not limited to, any condemnation or eminent domain action or proceeding) before any court, governmental agency or arbitrator relating to or arising out of the ownership of the Premises or any portion thereof, or which may adversely affect Sellers' ability to perform this Agreement, or which may affect the Premises or any portion thereof;

(c) No work has been performed or is in progress at, and no materials have been furnished to, the Premises or any portion thereof which may give rise to mechanic's, materialmen's or other liens against the Premises or any portion thereof;

(d) To the best of Sellers' knowledge, no hazardous or toxic wastes, substances, matters or materials, including but not limited to any material defined as hazardous or toxic from time to time by applicable state, local and federal law, are stored or otherwise located on the Premises; and

(e) The Premises do not contain a septic system within the so-called Shoreland Zone.

In the event that changes occur as to any material warranties and representations set forth in this Agreement, of which Sellers have knowledge, Sellers will immediately disclose same to Buyer when first available to Sellers, and in the event of any material adverse change, Buyer may, at its election, terminate this Agreement in which case the Deposit shall be promptly returned to Buyer, and the parties shall be relieved of all further obligations under this Agreement except for such obligations as shall survive termination of this Agreement.

Buyer's performance under this Agreement is conditioned upon the truth and accuracy of Sellers' warranties and representations expressed herein as of the Effective Date of this Agreement and as of the Closing. All warranties and representations expressed herein shall survive the Closing and any termination of this Agreement. Sellers agree to indemnify and hold harmless Buyer from and against any liability, cost, damage, loss, claim, expense or cause of action (including, but not limited to, attorneys' fees and court costs) incurred by or threatened against Buyer as a result of any breach by Sellers of any of Sellers' warranties or representations contained in this Agreement. This agreement to indemnify and hold harmless shall survive the Closing.

23. ASSIGNMENT. This Agreement may be assigned by Buyer provided that the assignee assumes all obligations of Buyer hereunder.

24. MISCELLANEOUS.

(a) This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties.

(b) Except as may be otherwise provided herein, any notice relating in any way to this Agreement shall be emailed and also sent by (a) registered or certified mail, return receipt requested, (b) overnight delivery by a nationally recognized courier, or (c) hand delivery obtaining a receipt therefor, addressed as follows:

To Sellers: Harold Otis Mooney and Louise Jane Mooney
19 Spiller Drive
Kennebunk, Maine 04043
Email: buzzapple@icloud.com

To Buyer: Town of Kennebunkport
6 Elm Street, P.O. Box 566
Kennebunkport, Maine 04046-0001
Attn: Laurie Smith, Town Manager
Email: lsmith@kennebunkportme.gov

With copy to Richard A. Shinay, Esq.
Drummond Woodsum
84 Marginal Way, Suite 600
Portland, Maine 04101-2480
rshinay@dwmlaw.com

And such notice shall be deemed delivered when received or refused. Either party may, by such manner of notice, substitute persons or addresses for notice other than those listed above.

(c) All paragraph headings in this Agreement are for convenience of reference only and are of no independent legal significance.

(d) This Agreement may not be modified, waived or amended except in a writing signed by the parties hereto. No waiver of any breach or term hereof shall be effective unless made in writing signed by the party having the right to enforce such a breach, and no such waiver shall be construed as a waiver of any subsequent breach. No course of dealing or delay or omission on the part of any party in exercising any right or remedy shall operate as a waiver thereof or otherwise be prejudicial thereto.

(e) Any and all prior and contemporaneous discussions, undertakings, agreements and understandings of the parties are merged in this Agreement, which alone fully and completely expresses their entire agreement.

(f) This Agreement may be simultaneously executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall constitute one and the same instrument. This Agreement may be transmitted between the parties by facsimile machine or email and signatures appearing on faxed or emailed instruments shall be treated as original signatures. Both a faxed or emailed Agreement containing either original or emailed faxed signatures of all parties, and multiple counterparts of the same Agreement each containing separate original or faxed or emailed signatures of the parties, shall be binding on them.

(g) If any term or provision of this Agreement or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which this Agreement is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

(h) It is expressly understood and agreed that time is of the essence in respect of this Agreement.

(i) This Agreement shall be governed by and construed and enforced in accordance with the laws in effect in the State of Maine.

IN WITNESS WHEREOF, Sellers and Buyer have executed this Agreement as of the date first set forth above.

[End of Page. Execution pages follow.]

Hope Mooney-Wall
Witness

Hope Mooney-Wall
Witness

Harold Otis Mooney
HAROLD OTIS MOONEY, Seller

Louise Mooney
LOUISE JANE MOONEY, Seller
Louise Jane Mooney

TOWN OF KENNEBUNKPORT, Buyer

Hope Mowry - Wall
Witness

By: [Signature]
Edward W. Hutchins II, Board Member
and Chair

Hope Mowry - Wall
Witness

By: [Signature]
Donald Michael Weston, Board Member
and Vice Chair

Hope Mowry - Wall
Witness

By: [Signature]
Allen A. Daggett, Board Member

Hope Mowry - Wall
Witness

By: [Signature]
Sheila W. Matthews - Bull, Board
Member

[Signature]
Witness

By: [Signature]
Jon D. Dykstra, Board Member

Schedule A

USE AGREEMENT

This Use Agreement (this "Agreement") is executed this ____ day of _____, 2023, by the TOWN OF KENNEBUNKPORT, a Maine municipal corporation, whose mailing address is 6 Elm Street, P.O. Box 566, Kennebunkport, Maine 04046-0001 (the "Town"), for the benefit of HAROLD OTIS MOONEY and LOUISE JANE MOONEY, whose mailing address is 19 Spiller Drive, Kennebunk, Maine 04043 (the "Mooneys"), and the following additional parties:

Name Address

(the Mooneys and the additional parties being collectively referred to as the "Benefitted Parties").

WHEREAS, by Quitclaim Deed with Quitclaim Covenant of even or recent date herewith to be recorded in the York County Registry of Deeds, the Mooneys have conveyed a certain lot or parcel of land situated on the easterly side of Langsford Road in the Town of Kennebunkport, County of York, and State of Maine, being the premises described in a Release Deed from Louise Jane Mooney to the Mooneys dated February 14, 2022, and recorded in the York County Registry of Deeds in Book 18956, Page 187, and shown as Lot 1-3 on Kennebunkport Tax Map 29 (the "Premises"), to the Town; and

WHEREAS, the Town has agreed that the Benefitted Parties shall have the right to use the Premises in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, the Town agrees as follows.

For so long as the Town uses the Premises as a public boat launch, the Benefitted Parties shall have the right to use the Premises for the launching and retrieving of watercraft, and for no other purposes, at no cost to the Benefitted Parties, which use shall be in accordance with, and subject to, such rules and regulations as may be imposed by the Town on the use of the Premises by the general public for such purposes.

This Agreement shall terminate and be of no further force and effect at such time as the Town no longer uses the Premises as a public boat launch.

The Benefitted Parties, by their acceptance of this Agreement, agree to be bound by the terms and conditions hereof.

IN WITNESS WHEREOF, the TOWN OF KENNEBUNKPORT, acting by and through its Board of Selectmen, has hereby executed this Agreement as of the date first set forth above.

TOWN OF KENNEBUNKPORT

Witness

By: _____
Edward W. Hutchins II, Board Member
and Chair

Witness

By: _____
Donald Michael Weston, Board Member
and Vice Chair

Witness

By: _____
Allen A. Daggett, Board Member

Witness

By: _____
Sheila W. Matthews - Bull, Board
Member

Witness

By: _____
Jon D. Dykstra, Board Member

STATE OF MAINE
COUNTY OF YORK, ss.

_____, 2023

Personally appeared the above-named Edward W. Hutchins II, Board Member and Chair of the Board of Selectmen of the TOWN OF KENNEBUNKPORT, and acknowledged the foregoing to be his free act and deed in his said capacity and the free act and deed of said TOWN OF KENNEBUNKPORT.

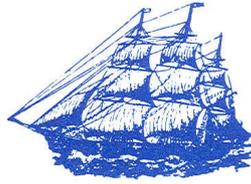
Before me,

Notary Public/Maine Attorney at
Law

Print name

Commission Expires: _____

AGENDA ITEM DIVIDER



TOWN OF KENNEBUNKPORT, MAINE

– INCORPORATED 1653 –

MEMORANDUM

To: Laurie Smith
Fr: Chris Simeoni, Director of Public Works
Re: Consider abatement for sewer service charge for 5 Wharf Lane, MBL 010-001-013A. (John & Ann-Marie Sweeney)
Dt: June 1st, 2023

In December of 2022, renovations were completed at 5 Wharf Lane to change this structure from two units to a single-family residence. We had previously been billing the owner for two units based on the two-unit structure. The change was just brought to our attention after the property owner received the new wastewater bill for 2023.

I recommend authorizing the abatement of the sewer service charge in the amount of \$569.87.

**Town of Kennebunkport
Certificate of Abatement
36 M.R.S.A. § 841
2023**

Account #: 378

We, the undersigned Assessors/Municipal Officers of the municipality of Kennebunkport, Maine hereby certify to Laurie Smith, Tax Collector, that an abatement of sewer taxes has been granted as follows:

Date: June 8, 2023

Amount Abated: \$569.87

Taxpayer: John & Ann-Marie Sweeney

Location: 5 Wharf Lane

MBL: 010-001-013A

Reason: The property was disconnected from the sewer line.

Christopher Simeoni

You are hereby discharged from any further obligation to collect the abated amount.

Date: June 8, 2023

Jon Dykstra

D. Michael Weston

Allen A. Daggett

Edward W. Hutchins

Sheila Matthews-Bull

AGENDA ITEM DIVIDER



ANIMAL SHELTER AGREEMENT, KENNEBUNKPORT

This agreement (the “Agreement”) is by and between the Animal Welfare Society, Inc., a non-profit corporation organized and existing under the laws of the State of Maine (herein-after “AWS”), Old Holland Road, West Kennebunk, Maine and the Town of Kennebunkport, Maine (hereafter “Municipality”) (collectively, “Parties”). The terms of this Agreement shall take effect on July 1, 2023 and shall remain in effect through June 30, 2024.

WHEREAS, Municipality is required under the laws of the State of Maine to provide shelter at a State licensed animal control shelter (7 M.R.S. § 3949) for stray and lost domesticated companion animals (hereinafter “Animal” or “Animals”); and

WHEREAS, Municipality is required under the laws of the State of Maine to provide services relating to the humane disposition of said Animals in the event they are not claimed by their owners; and

WHEREAS, AWS operates an animal shelter as defined in 7 M.R.S. §3907, which is a suitable facility for the housing and/or disposition of said Animals (hereinafter, the “Shelter”) but is not a suitable facility for the housing and/or disposition of any living, sentient creature that is not an Animal;

NOW THEREFORE, the Parties hereby agree as follows:

1. AWS will confine such Animals as may be delivered to it by an authorized agent of the Municipality for the legal impoundment period. At the end of this period, AWS will make such a disposition as it seems fit in accordance with 7 M.R.S. §§3912, 3913, *et. seq.* AWS may refuse delivery of any living, sentient creature that, in the sole and exclusive judgment of AWS, is not an Animal.
2. Delivery of said Animals shall be accepted from the Municipality’s Animal Control Officer/Police from 7:30 a.m. to 4:30 p.m., Sunday through Saturday (“Regular Business Hours”). Police and/or Animal Control Officer will be issued a key to an after-hours holding room at the Shelter. Persons may deliver Animals found within the boundaries of the Municipality to the Shelter during Regular Business Hours. Animals delivered to AWS by Municipality’s Animal Control Officer or Police after hours shall be placed by the person delivering the Animal in pens, kennels, or crates made available in the holding room by AWS for that purpose, to the extent such materials are available to AWS. It is the responsibility of the Police and/or Animal Control Officer delivering an Animal after hours to provide bedding, food, and water for said Animal as supplied by AWS, to the extent such materials are available to AWS. Where delivery of one or more Animals by the Municipality’s Animal Control Officer or Police renders the Shelter unable to humanely confine such Animals in the holding room, the delivering Animal Control Officer or

Police shall communicate with designated AWS personnel prior to delivery to verify AWS's ability to confine such Animals. AWS alone retains sole discretion to refuse delivery of one or more Animals where such delivery renders AWS unable to provide appropriate housing and/or disposition of delivered Animals.

3. Police and Animal Control Officers shall take a stray or lost Animal to its owner, if known, or, if the owner is unknown, to the Shelter. Municipality agrees that all Animals apprehended and seized within the boundaries of the Municipality and delivered to the Shelter shall be under the exclusive control and custody of AWS. Moreover, Municipality agrees that AWS shall have the undisputed right, consistent with the laws of the State of Maine, to humanely dispose of any Animal given into its custody in accordance with State laws and the policies and procedures of AWS.

4. AWS will not accept delivery of any injured Animal that has not received proper veterinary care. Municipality agrees that it shall obtain appropriate veterinary care for injured Animals prior to delivery to AWS. In the event that Municipality delivers an injured Animal to the Shelter without first obtaining appropriate veterinary care, AWS, in its sole discretion, may elect either to refuse acceptance of such Animal or to accept delivery of such Animal and procure the veterinary care it deems necessary and appropriate. Municipality agrees to reimburse AWS for the costs of emergency and required veterinary care within ten (10) days from the receipt of an invoice. At no time will the Municipality deliver any injured Animal to the Shelter during hours other than Regular Business Hours unless Municipality has made prior arrangements with AWS.

5. The Municipality agrees to and shall indemnify and hold harmless AWS for any claims arising out of actions and/or inactions of the Municipality's Police Officers and Animal Control Officers in the capturing, detaining, processing, documenting and delivery of any Animal under this Agreement, and for any violation by the Municipality's Animal Control Officer or Police Officers of the provisions of this Agreement, and of applicable laws or regulations.

6. AWS shall assist Municipality's residents in allowing owned Animals to be claimed during Regular Business Hours. AWS will request proof of payment prior to releasing an Animal to its owner and may collect impoundment fees on behalf of the Municipality. AWS reserves the right to release an Animal without payment or proof of payment of impoundment fees. Impoundment fees collected by AWS on the Municipality's behalf will be forwarded to the Municipality monthly, along with a report of activity. An invoice for contract fee for service will be provided to the Municipality quarterly.

7. AWS may provide rabies quarantine on a space-available basis for a period of at least ten (10) days to stray dogs and cats found within the Municipality, which have bitten residents of the Municipality ("Rabies Quarantine"). Provision for rabies testing, and the costs therein, are the sole responsibility of the Municipality and/or its residents. AWS is not obligated to quarantine privately-owned Animals.

8. Municipality shall be fully responsible for carrying out all enforcement activities required under the laws of the State of Maine and the ordinances of the Municipality, as may be amended. AWS shall not be required to apprehend or seize any Animal found roaming at large.

9. AWS shall make all reasonable efforts to promote Trap, Neuter, Return (“TNR”) for feral cats, and return such feral cats that are spayed/neutered, vaccinated, ear tipped and/or micro-chipped to the originating location when possible, and promote caregiver volunteerism and guardianship. The Municipality shall work with AWS and the community to permit and encourage TNR as the preferred method of dealing with feral cats.

10. AWS shall have the sole and exclusive right to determine the responsibility of persons offering to become the owners of unclaimed Animals and the suitability of homes offered and shall have the sole and exclusive right to accept or reject such applicants’ claims to previously unclaimed Animals.

11. Municipality agrees that it shall notify AWS, in writing, of the identities of all of its duly authorized Animal Control Officers. Municipality agrees that it will provide each Animal Control Officer with a copy of the animal control laws of the State of Maine contained in the booklet published by the Maine Animal Welfare Board, the sections of the Municipality’s codes or ordinances which are pertinent to the performance of their duties, and the terms of this Agreement. Animal Control Officers must also be certified as required by 7 M.R.S. § 3947.

12. AWS, its officers, employees, agents, and volunteers shall act in an independent capacity during the term of this Agreement and shall not act or hold themselves out as officers, employees, agents or volunteers of Municipality. Municipality, its employees, agents and representatives shall act in an independent capacity during the term of this Agreement and shall not act or hold themselves out as officers, employees, agents or volunteers of AWS. Nothing in this Agreement shall be deemed by either Party or by any third party as creating a joint venture or partnership between AWS and Municipality.

13. AWS agrees to comply with applicable federal and state laws and regulations in the performance of this Agreement.

14. This Agreement shall not be assigned by either Party, without the prior written approval of the other Party.

15. AWS offers to provide the following services to Municipality at no additional cost to Municipality:

- a. Disposal Services: AWS will accept for disposal stray or lost cats or dogs, dead on arrival, from Animal Control Officers, or duly authorized Police.
- b. Telephone Services: To avoid confusion, AWS will take all telephone inquiries regarding reclaiming an Animal and adopting an Animal. Under special circumstances involving suspected abuse or neglect, the

Animal Control/Police Officer(s) may request that they be contacted prior to an Animal being reclaimed by its owner.

- c. Lost and Found Pet Services: AWS staff will take lost and found reports to facilitate the return of pets to their owners.
- d. Education Services: AWS staff and volunteers will be available for conducting education programs upon request to any interested community group or organization, including schools, grades Kindergarten through 12.

16. For services provided by AWS to Municipality under this Agreement or under applicable law, the Municipality agrees to pay AWS the total sum of \$5,295.42, which is based on \$1.46 per capita/per year, of the Municipality's population as listed here: <https://www.maine-demographics.com/limington-demographics>, payable in advance quarterly payments.

Fee Calculation: 3,627 population x \$1.46 per capita = \$5,295.42

17. This Agreement represents the entire agreement between the Parties and no oral or prior written matter shall have any force or effect. No amendment shall be effective without prior express written approval signed by both Parties. Neither Party shall be bound by any conditions not expressly stated in this Agreement.

18. This Agreement is binding upon, and shall inure to the benefit of the heirs, assigns and successors in interest of the Parties hereto.

19. If any provisions of this Agreement shall be adjudged to be invalid or unenforceable by final judgment of a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity of the Agreement and the remaining provisions of the Agreement shall be construed as if not containing such provision and, thereafter, the rights and obligation of the parties shall be construed and enforced under the remaining provisions of the Agreement.

20. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Maine.

21. The fees noted in Paragraph 16, above, shall cover all boarding for Animals delivered to AWS and held other than those pending court proceedings. In the case of seizures due to cruelty and/or neglect, costs and fees for animal care are the Municipality's responsibility. AWS fee schedules are available upon request.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on their behalf, in duplicate counterparts, as of the date first above written.

TOWN OF KENNEBUNKPORT, MAINE

By: _____ Witness: _____

Printed Name: _____ Printed Name: _____

Its: _____

THE ANIMAL WELFARE SOCIETY, INC.

By: Abigail Smith Witness: Terry Olsen

Printed name: Abigail Smith Printed Name: Terry Olsen

Its: Executive Director

Quarterly Payment Schedule:

1st Payment due date:	July 1, 2023	Amount:	\$1,323.86
2nd Payment due date:	October 1, 2023	Amount:	\$1,323.86
3rd Payment due date:	January 1, 2024	Amount:	\$1,323.86
4th Payment due date:	April 1, 2024	Amount:	\$1,323.86

Total \$ 5,295.42

Date Contract Mailed to Municipality: _____

Date Contract Received back by AWS: _____



Please advise a good email when sending back the signed contract for invoices and future contracts to be sent to. We will not be mailing out invoices this year. We are doing our best to become paperless.

Thank you in advance for your help with this.

Email: _____

Town/City of _____

AGENDA ITEM DIVIDER

**AGREEMENT FOR PUBLIC SAFETY ANSWERING POINT SERVICE
FOR THE TOWN OF KENNEBUNKPORT**

Whereas, the Town of Kennebunkport (“Kennebunkport”) requires public safety answering point (“PSAP”) services for receiving E-911 calls and for performing emergency fire dispatch and emergency medical dispatch protocols consistent with State of Maine requirements, and routing all E-911 calls to Kennebunkport for dispatching; and

Whereas, the Town of York (“York”) maintains and operates a PSAP Communications Center and is able to provide PSAP services for municipalities in the region;

Now, therefore, York and Kennebunkport agree as follows:

1. Designation as PSAP:

- Kennebunkport designates York as its PSAP.

2. Term of Agreement:

- This Agreement shall be effective for a three-year period commencing on September 1, 2023, and expiring on August 31, 2026 unless earlier terminated or extended as provided herein.

3. Termination:

- This Agreement may be terminated by either party without cause upon six months’ prior written notice to the other party.
- This Agreement is subject to annual appropriation of funds by the voters of Kennebunkport. In the event of non-appropriation, Kennebunkport shall promptly notify York, and this Agreement shall terminate at the end of the fiscal period for which funds are appropriated without further payment obligation of the part of Kennebunkport.

4. PSAP Services Provided:

- During the term of this Agreement, York shall provide PSAP services for Kennebunkport, including receiving all E-911 calls and performing emergency fire dispatch and emergency medical dispatch protocols and routing all E-911 calls to Kennebunkport for dispatching in accordance and in compliance with State law, applicable regulations of the Public Utilities Commission, and requirements and quality assurance standards established by the Maine Department of Public Safety and its Consolidated Emergency Communications Bureau and Emergency Medical Services Bureau.

5. Payment:

- In consideration of the PSAP services described above, Kennebunkport shall pay York an annual fee FY24 \$15,423; FY25 \$16,331; and FY26 \$17,238 for receiving E-911 calls. For routing calls for emergency medical and fire service, Kennebunkport shall pay York \$54,340.00 for the initial year of this Agreement with a 3% escalator for each following year. Payments shall be made in equal semi-annual installments due on September 15 and March 15 of each year under this Agreement.
- In the event that York expands its Communication Center operations to provide PSAP services to additional municipalities, the parties shall confer to determine whether York will realize cost efficiencies and savings as a result of the expansion to service additional municipalities. Based on such determination, the parties may renegotiate a decrease in the annual fee of this Agreement.

6. Personnel:

- York personnel providing PSAP services to Kennebunkport under this Agreement shall be properly trained and maintain proper credentials as required by the State of Maine.
- Such personnel shall be employed by York and shall not be considered employees or agents of Kennebunkport.

7. Management of the Communications Center:

- York shall provide at its expense all necessary equipment, resources, and other property to perform its obligations under this Agreement within the Town of York. York shall retain any such property upon termination of this Agreement.
- Kennebunkport shall provide at its expense all necessary equipment, resources, and other property to maintain its dispatch center to receive E-911 calls relayed from the York Communications Center.
- Any complaints or concerns regarding the PSAP services provided by York for Kennebunkport shall initially be reviewed for merit by the Kennebunkport Police Chief. After review, the Kennebunkport Police Chief shall forward the information to the York Police Chief. All complaints and concerns shall be memorialized in writing. York Police Chief shall respond in writing as to the outcome of all complaints and/or concern to the Kennebunkport Police Chief within a reasonable amount of time.
- Representative from York and Kennebunkport shall meet at least on a semi-annual basis to discuss relevant issues and concerns of either party, concerning the Communication Center's operations, its processes, and funding.
- In the event that York expands its Communication Center operations to provide PSAP services to additional municipalities, York shall consult with Kennebunkport regarding assurances that a high quality of PSAP services will be maintained.

- York and Kennebunkport agree to have in place a policy or procedure to handle situations dealing with but not limited to, the following:
 1. Emergency requests for help that come in on any line other than E-911, i.e. seven-digit business lines.
 2. “Cold dropped calls.”
 3. Requests for recordings of 911 calls.
 4. Any other situation which would delay service to the community.
- York shall provide an annual report that reflects the average call processing time and a semi-annual report that shows average Emergency Medical Dispatch (EMD) and Emergency Fire Dispatch (EFD) compliance scores compared to other PSAPs in the State of Maine.

8. Insurance and Indemnification:

- The Parties shall maintain all insurance necessary and in amounts sufficient to protect from risks involved with provision and receipt of PSAP services under this Agreement, including workers’ compensation, general liability, and property insurance.
- Each Party shall defend, indemnify, and hold harmless the other Party and its employees, officials, and agents in their public and individual capacities from and against any and all claims, damages, losses, and expenses (including attorneys’ fees) arising from any act or omission of the Party in its performance of this Agreement. This indemnification is not intended nor shall it operate in practical effect to waive any immunities, defenses, or limitation so liability available to the Parties under applicable law, including the Maine Tort Claims Act.

9. General Terms:

- This Agreement contains the entire agreement between the Parties in relation to its subject matter, and there are no other agreements or understandings, oral or otherwise, between the Parties at the time of execution of this Agreement.
- This Agreement may only be amended by a written instrument signed by both parties.
- This Agreement may not be assigned.
- This Agreement shall be interpreted, governed, construed, and enforced in accordance with the laws of State of Maine, without regard to any of its conflict of laws principles.
- Each party represents that its signatories to this Agreement are duly authorized by that party to execute this Agreement and in so doing to bind that party to its terms.
- The headings and subheadings of the sections and paragraphs of this Agreement are

inserted for convenience of reference only and shall not control or affect the meaning or construction of any of the agreements, terms, covenants, and conditions of this Agreement in any manner.

- If any provision(s) of this Agreement is determined to be invalid or unenforceable in whole or in part of any reason, such provision(s) shall be severed, and the parties shall negotiate in good faith to amend this Agreement so as to affect the original intent of the parties as closely as possible. The remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the full extent permitted by law.
- This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same Agreement.

10. Adoption:

- This Agreement shall be effective as of the date set forth in Section (Term of Agreement) provided it has been approved by the governing bodies for the Town of York and the Town of Kennebunkport.

IN WITNESS WHEREOF, the parties have by their duly authorized officers caused this Agreement to be executed this _____ day of _____, 2022.

Board of Selectmen of Kennebunkport

Kennebunkport Town Manager

Board of Selectmen of York

York Town Manager

Kennebunkport PSAP and Contract Structure

CURRENT

<u>Town</u>	<u>Population</u>	<u>FY23</u>
Cost Per Capita		\$3.75
Kennebunkport	3,548	\$ 13,305.00
Kennebunkport contract		\$ 52,756.52
Grand Total ALL Fees		\$ 52,756.52

<u>*Population</u>	<u>FY24</u>	<u>FY25</u>	<u>FY26</u>
	\$4.25	\$4.50	\$4.75
3,629	\$ 15,423.25	\$ 16,330.50	\$ 17,237.75
	\$ 54,339.22	\$ 55,969.39	\$ 57,648.47
Grand Total	\$ 54,339.22	\$ 55,969.39	\$ 57,648.47

Semi- Annual Payments

	<u>9/15/2023</u>	<u>3/15/2024</u>	<u>Total FY24</u>
FY24 PSAP Yearly Fee	\$ 7,711.63	\$ 7,711.63	\$ 15,423.25
FY24 Contract Fee	\$ 27,169.61	\$ 27,169.61	\$ 54,339.22
Total Semi- Annual Payments	\$ 34,881.23	\$ 34,881.23	\$ 69,762.47

AGENDA ITEM DIVIDER



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)
 June 2, 2023 - 2:03pm
 74.75.223.10

Choose from the following:

Please provide the following information:

Full Name

Frederick T Stafford

Email

staffordff@gmail.com

Residential Address

892 Kings Highway

Residential Phone

17342331953

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:

- Beach Advisory Committee Goose Rocks Beach 2022 to present – communications lead.
- Advisor to Board of Directors, Judson Center, Warren Michigan, 2015 - 2017

The Judson Center provides behavioral and support services that help improve the quality of life for individuals with Autism Spectrum Disorder and their families. Judson also helps abused children, foster care placement and adoption. I volunteered to help with Judson's marketing communications.

- Coach and president of Plymouth Soccer Club, Plymouth, MI I coached for about 8 years and was president of the club for three years.

- I also served on the board of directors for the condominium complex in Plymouth, Michigan that I lived in.

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

My expertise is in communications. I'm a writer first and a photographer second. I started my writing career at the Boston Herald American and eventually ended up in the advertising industry in Detroit for over 30 years. I'm experienced in a broad range of media disciplines including print, collateral, TV, direct marketing, email and social media. I've written just about everything one can with the exception of writing a book or full-length movie. My clients included Ford, General Motors, The Salvation Army, Science Diet Pet Foods, MGM Detroit Casino, Judson Center, Coca-Cola, DuPont and many more. I was an executive creative director for the last 18 years of my career. In that role I was responsible for managing the writers, art directors, print producers, proof readers, the in-house studio all of the work they produced. Advertising is a collaborative business and I learned a great deal about teamwork, group dynamics and how to sell ideas to clients. In truth, problem solving is the constant diet of advertising. It was a great education in understanding what will motivate consumers to take action. Funny, but that also applied to the people I worked with and the clients, as well. Nothing is easy and never expect a client to recognize a good idea on their own. You have to sell it to them. I believe I have good people skills which are built on a foundation of respect for others.

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

Climate change will present Kennebunkport with serious challenges and I would like to help shape a course for addressing those challenges.

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

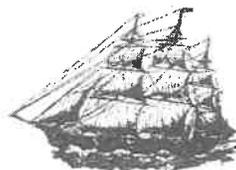
Climate Action Plan Task Force

Source URL: <https://www.kennebunkportme.gov/node/2661/submission/19346>

Links

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

AGENDA ITEM DIVIDER



Kennebunkport Public Health

—INCORPORATED 1653—

Kennebunkport Public Health

April 19, 2023

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

Please accept this generous gift of \$50.00 from an 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
220 8110

5260

DATE 4-14-23 

PAY TO THE ORDER OF Town of KPT \$ 50⁰⁰
Fifty and no/100 DOLLARS  Security Features
Included. Details on Back.
MEMO M&T Bank for KPT TOWN NURSES

thank you! Maggie [Signature]

2302782815260

SPECIALTY GRAY