



# TOWN OF KENNEBUNKPORT, MAINE

*- INCORPORATED 1653 -*

MAINE'S FINEST RESORT

**Board of Selectmen Agenda  
Town Hall – 6 Elm Street  
June 22, 2016 – 9:00 AM**

1. Call to Order.
2. Approve the June 6, and 9, 2016, selectmen meeting minutes.
3. Public Forum (This is an opportunity for anyone who wants to address the Board of Selectmen with any issue that is not on the agenda.)
4. Consider a renewal liquor license application submitted by Richard W. Litchfield and Beverly D. Davis, DBA Captain Lord Mansion, 6 Pleasant St.
5. Consider a renewal liquor license application submitted by Arundel Marine Service, DBA Arundel Wharf Restaurant, 43 Ocean Avenue.
6. Appoint Tracey O'Roak as town clerk, registrar of voters, BMV Agent, Inland Fisheries & Wildlife Agent, public access officer, and constable.
7. Consider lease agreement with Atlantic Volunteer Engine Company.
8. Authorize write-off of uncollected parking ticket balances.
9. Consider request to burn structure at 175 Arundel Road for training purposes.
10. Award Fire Department bid for turn out gear.
11. Other business.
12. Approve the June 22, 2016, Treasurer's Warrant.
13. Adjournment.

**Town of Kennebunkport  
Board of Selectmen Site walk  
June 6, 2016  
5:30 p.m. – 55 Maine St., Kennebunkport**

Minutes of the Selectmen's Meeting of June 6, 2016

**Selectmen attending:** Stuart E. Barwise, Patrick A. Briggs, Allen A. Daggett, and Sheila Mathews-Bull

**Selectman absent:** Ed Hutchins

**Others:** Ray Billings, Werner Gilliam, Laurie Smith, Lisa Vickers, and others

**1. Call to Order.**

Chair Matthews-Bull called the meeting to order at 5:30 PM.

**2. Site walk at 55 Maine Street regarding application submitted by Eco-Analysts, Inc. on behalf of Geoff, Andrew, and Justin Molson to place a dock with associated ramp and float.**

Lisa Vickers of Eco-Analysts gave an overview of the site and answered questions.

**3. Adjournment.**

**Motion** by Selectman Barwise, seconded by Selectman Daggett, to adjourn.

**Vote:** 4-0.

The meeting adjourned at 5:58 PM.

Submitted by

Laurie Smith  
Town Manager



# Agenda Item Divider



**Town of Kennebunkport  
Board of Selectmen Meeting  
Village Fire Station-32 North Street  
June 9, 2016 – 7:00 PM**

Minutes of the Selectmen Meeting of June 9, 2016

**Selectmen present:** Stuart E. Barwise, Patrick A. Briggs, Allen A. Daggett, and Edward W. Hutchins, Sheila Matthews-Bull

**Others present:** Dean Auriemma, Dan Beard, Karen Bubar, Steve Clifton, Michael Davis, David James, Arlene McMurray, Allan Moir, Laurie Smith, Lisa Vickers, and others

**1. Call to Order.**

Chair Matthews-Bull called the meeting to order at 7:05 PM.

**2. Approve the May 23 and 26, 2016, selectmen meeting minutes.**

**Motion** by Selectman Daggett, seconded by Selectman Hutchins, to approve the May 23, 2016, selectmen meeting minutes. **Vote:** 5-0.

**Motion** by Selectman Daggett, seconded by Selectman Briggs, to approve the May 26, 2016, selectmen meeting minutes. **Vote:** 5-0.

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

Karen Bubar said she wanted to introduce herself. She has been the new principal of Consolidated School for five months now.

**4. Consider a renewal liquor license application submitted by US Hotels New England LLC, US Hotels New England Management Corp, d.b.a. The Breakwater Inn, 133 Ocean Avenue.**

**Motion** by Selectman Barwise, seconded by Selectman Hutchins, to approve the renewal liquor license application submitted by US Hotels New England LLC, US Hotels New England Management Corp, d.b.a. The Breakwater Inn, 133 Ocean Avenue. **Vote:** 5-0.

**5. Consider a renewal special amusement permit submitted by US Hotels New England LLC, d.b.a. The Breakwater Inn, 133 Ocean Avenue.**

**Motion** by Selectman Barwise, seconded by Selectman Hutchins, to approve the renewal special amusement permit submitted by US Hotels New England LLC, d.b.a. The Breakwater Inn, 133 Ocean Avenue. **Vote:** 5-0

Chair Matthews-Bull added that this location was inspected and approved by the police chief, fire inspector, and the code enforcement officer.

**6. Consider an application from Eco-Analysts, Inc. on behalf of Geoff, Justin, and Andrew Molson for a proposed 4 ft by 44 foot pier, ramp, and float located at 55 Maine Street.**

Lisa Vickers of Eco-Analysts explained that their initial application did not meet the ordinance setbacks, so they moved the dock to meet the setbacks.

Selectmen Daggett mentioned that there are propane tanks that should be removed.

Ms. Vickers assured him they would be removed.

**Motion** by Selectman Barwise, seconded by Selectman Daggett, to approve the application from Geoff, Justin, and Andrew Molson for a proposed 4 ft by 44 foot pier, ramp, and float located at 55 Maine Street to move forward to Planning Board review. **Vote:** 4-0-1/Selectman Hutchins abstained because he was not present at the sitewalk.

**7. Presentation of sewer rate study by Steve Clifton of Underwood Engineers.**

Steve Clifton explained that for the sewer rate study he had to select a test year, so they selected 2013. (See Exhibit A for his PowerPoint presentation.) The conclusion of his study was to stay with the Town's current method of using the flat rate per sewer unit.

**Motion** by Selectman Briggs, seconded by Selectman Daggett, to accept the recommendation of the Sewer Rate Study performed by Underwood Engineers, Inc. **Vote:** 5-0.

**8. Discussion of donation from Cape Porpoise Fire Company of engine for Cape Porpoise fire boat.**

Dan Beard asked the Board to consider purchasing a replacement engine for the rubber raft located at the Cape Porpoise Fire Station for the Atlantic Volunteer Engine Company. If the Town were to make this purchase, it could be purchased at a reduced price using the General Services Administration (GSA) pricing, and the Fire Company would reimburse the Town. The Atlantic Volunteer Engine Company is not eligible for GSA pricing because it is a private organization. The difference in price is 7%. He said the old engine had 20 hp. The new one will have 30 hp and cost approximately \$4,500 if purchased from North Atlantic Inflatables.

**Motion** by Selectman Hutchins, seconded by Selectman Barwise, to accept the donation from the Cape Porpoise Fire Company, a.k.a. the Atlantic Volunteer Engine Company to purchase a replacement engine from North Atlantic Inflat-

ables at a cost of approximately \$4,500. **Vote:** 5-0.

Fire Chief Allan Moir added that he would like the Atlantic Volunteer Engine Company to have the old engine to dispose of it. The Town Manager will check on this since the Town owns it.

### **9. Discuss drone signage at Goose Rocks Beach.**

Chair Matthews-Bull said the Town Attorney reviewed the language for the drone signage and is fine with "The Town of Kennebunkport requests no drone use at Goose Rocks Beach" along with a no drone visual, as long as it has "requests" in the language.

**Motion** by Selectman Hutchins, seconded by Selectman Barwise to approve the signage stated above as recommended by the Town Attorney. **Vote:** 5-0.

### **10. Other business.**

#### **a. Consider alternative date for June 23 Selectmen's Meeting and discuss summer schedule.**

Town Manager Laurie Smith mentioned the need to change the date of June 23 Selectmen's Meeting. The Board agreed to have it on June 22, at 9 AM, in her office at Town Hall if the agenda is small, or at the Village Fire Station if the agenda is big.

The Board discussed the summer schedule and was agreeable to having one night meeting per month, and a second short meeting to approve the Treasurer's Warrant.

Chair Matthews-Bull thanked the Board for its cooperation while she was chair.

Selectman Hutchins reminded everyone to come out and vote next Tuesday.

Ms. Smith made two announcements: 1) Town Meeting will be held at the Village Fire Station on June 18, instead of Consolidated School; and 2) there will be an open house for Town Clerk April Dufoe's retirement on June 22, from 4:00 to 6:30 PM, at the Atlantic Hall.

Ms. Smith also passed out thank you letters to the Board from Travon Bradford. He was the student intern who worked at the town hall for two weeks.

### **11. Approve the June 9, 2016, Treasurer's Warrant.**

**Motion** by Selectman Barwise, seconded by Selectman Hutchins, to approve the June 9, 2016, Treasurer's Warrant. **Vote:** 5-0.

**12. Adjournment.**

**Motion** by Selectman Barwise, seconded by Selectman Hutchins, to adjourn.

The meeting adjourned at 7:58 PM.

Submitted by

Arlene McMurray  
Administrative Assistant

# Kennebunkport Sewer Department Sewer Rate Study

June 9, 2016  
Steve Clifton, P.E.  
Underwood Engineers, Inc  
Portsmouth, NH.



## Test Year 2013





# Kennebunkport Sewer Department

## Test Year 2013

- Obtained Kennebunk, Kennebunkport, Wells (KKW) Water District data including account consumption, user class, type and meter size
- Wastewater Treatment Plant Data

## Revenue Requirements in 2013

Average Revenue Required based on average of 2013 and 2014 Budget - \$1,114,180

- 2013 billed consumption – 11,426,250 c.f.



**UNDERWOOD**  
engineers

## System Information



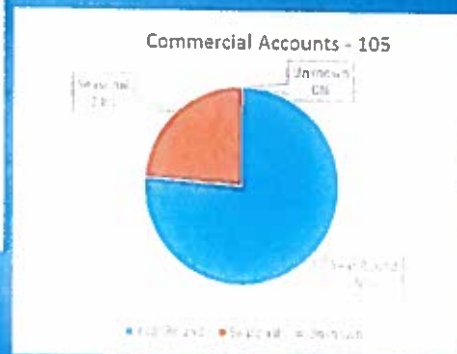
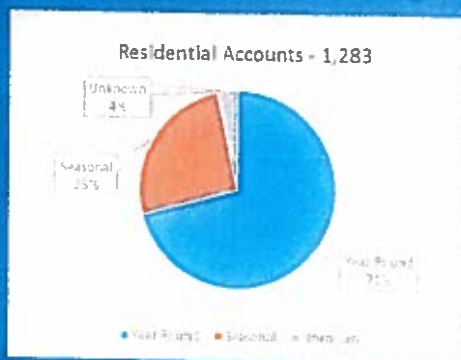
**UNDERWOOD**  
engineers

## Kennebunkport Sewer Accounts (Year 2013)

Class	Residential		Commercial		Total	
	Accounts	Sewer Units	Accounts	Sewer Units	Accounts	Sewer Units
Year Round	909	1,064	80	774	989	1,838
Seasonal	328	364	25	142	353	506
Unknown	46	52	0	0	46	52
<b>Total</b>	<b>1,283</b>	<b>1,480</b>	<b>105</b>	<b>916</b>	<b>1,388</b>	<b>2,396</b>



## Kennebunkport Sewer Account Types (2013)



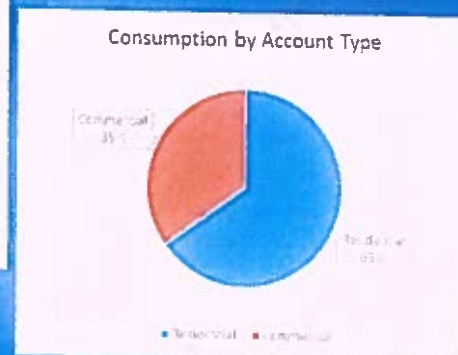
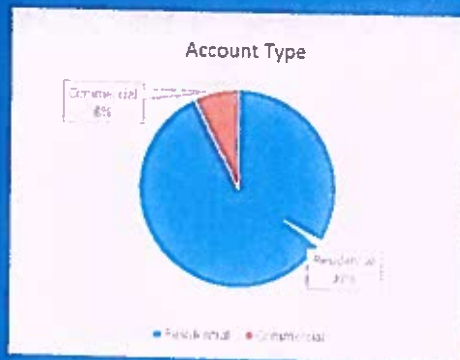
## Residential and Commercial Water Usage

Account Type	Number of Accounts	Water Usage (CF)	% of Usage	No. of ERU's*
Residential	1,283	7,435,550	65 %	1,179
Commercial	105	3,990,700	35%	633
<b>Total</b>	<b>1,388</b>	<b>11,426,250</b>	<b>100%</b>	<b>1,812</b>

CF - Cubic Feet (7.48 gallons)  
ERU - Equivalent Residential Unit



## Residential and Commercial Water Usage





# Kennebunkport Sewer Department

## Capital Improvements Program (CIP)

Funded through Bonded Debt and Town Tax Rate

- \$2M 2017 PS Upgrades, WWTF Upgrades
- \$7M Sewer Lines >= YR 2025
- Past practice is for 60% to go on tax rate and 40% on sewer user rate



## The Yard Stick



# Kennebunkport Sewer Department

## Equivalent Residential User (ERU)

- Average consumption from a year-round residence
- Can be used as the yardstick for comparing different users to the average



# Kennebunkport Sewer Department

## Equivalent Residential User (ERU)

- For the Test Year 2013, the average residential user was billed 6,305 cubic feet.

**6,305 cubic feet per year**

**41,161 gallons per year**

**129 gallons per day**



# Kennebunkport Sewer Department

## Cost of Service

- Flow = 50% of budget, Cost = \$0.04876 per c.f.
- BOD = 25% of budget, Cost = \$0.59 per pound of BOD
- TSS = 25% of budget, Cost = 0.80 per pound of TSS

Assuming ERU with a water usage of 6,305 c.f.,  
BOD<sub>5</sub> of 190 mg/L, and TSS of 210 mg/L

**Total cost of service = \$417 per year**

**In evaluating billing methods, this is the cost  
which we are trying to achieve and is the most  
equitable**



## Budget Fixed and Variable Costs





# Kennebunkport Sewer Department

## Fixed and Variable Cost Allocations

- 85% Fixed costs, assuming labor is fixed
- 15% Variable costs
- 2013 total budget = \$1,114,180



# Kennebunkport Sewer Department

## Fixed and Variable Cost Allocations

- Fixed Costs =  $0.85 \times \$1,114,180 = \$947,053$
- Non-user revenue (assumed fixed) = \$117,000
- Cost of KKW data (assumed fixed) = \$8,842
- Net fixed budget =  $\$947,053 - \$117,000 + \$8,842 = \mathbf{\$838,895}$
- Variable Costs =  $0.15 \times \$1,114,180 = \mathbf{\$167,127}$



# Billing Methods



## Kennebunkport Sewer Department

Four Alternative Billing Methods presented

1. Flat Rate per sewer unit
2. Sewer Unit and Consumption
3. Meter Size and Consumption
4. Town Staff Method (Similar to Wells Sewer District)

- Billing Methods must generate the same revenue requirements (\$997,180)





## Flat Rate Billing Method per Sewer Unit

## Kennebunkport Sewer Department

### Flat Rate Billing Method

- \$416 per sewer unit
- 1,388 accounts yield 2,396 Sewer Units
- 2,396 sewer units on the system
- Cost per Sewer Unit =  $\frac{\$997,180}{2,396 \text{ Sewer Units}} = \$416$

## Sewer Unit and Consumption Rate Billing Method



### Kennebunkport Sewer Department

#### Sewer Unit and Consumption Rate Billing Method

- Fixed costs on Sewer Unit
  - \$350 per sewer unit
  - $$\frac{\$838,895}{2,396 \text{ Sewer Units}} = \$350 \text{ per sewer unit}$$
- Variable costs on consumption
  - $\$167,127 \div 11,426,250 \text{ c.f.} = \$0.0146 \text{ per cubic foot of water (7.48 gallons)}$
  - $11,426,250 \text{ cf} \times 0.0146 \text{ per c.f.} = \$167,127$



# Kennebunkport Sewer Department

## Meter and Consumption Rate Billing Method

- Fixed costs on meter size
- Meter size ratio per AWWA
- Variable costs on consumption

# Kennebunkport Sewer Department

## Meter and Consumption Rate Billing Method

- Meter size ratio per AWWA

Meter Size	Demand Charge
$\frac{5}{8}$ inch meter	1.0
$\frac{3}{4}$ inch meter	1.1
1 inch meter	1.4
1 $\frac{1}{2}$ inch meter	1.8
2 inch meter	2.9



# Kennebunkport Sewer Department

## Meter and Consumption Rate Billing Method

- Fixed costs on meter size
  - Number of Equivalent Meters (5/8 in)
    - 1,414 Equivalent Meters
    - $\frac{\$838,895}{1,414 \text{ Equivalent Meters}} = \$593 \text{ per equivalent meter}$
    - $1,414 \times \$593 = \$838,895$
  - Variable costs on consumption
    - $\$167,127 \div 11,426,250 \text{ c.f.} = \$0.0146 \text{ per cubic foot of water (7.48 gallons)}$
    - $\$0.0146 \text{ per cubic foot} \times 11,426,250 \text{ cf} = \$167,127$



# Kennebunkport Sewer Department

## Town Staff Method (Wells Sewer District)

- Three components and associated budget:
  - Debt Service - \$50,147
  - Support Systems - \$788,748
  - Variable O&M - \$167,127
  - Debt Service and Support System are associated with fixed costs and are equal to the net fixed budget.



# Kennebunkport Sewer Department

## Town Staff Method (Wells Sewer District)

- Component cost based on water units
  - Water units per account = c.f. used per account ÷ c.f. used per average year round residential user (6,305 c.f.)
  - Minimum of 1 water unit per account
  - Total water units = 2,308
- Debt retirement =  $\$50,147 \div 2,308 = \$21.73$  per water unit
- Support Systems =  $\$788,748 \div 2,308 = \$341.79$  per water unit
- Variable O&M =  $\$167,127 \div 2,308 = \$0.0146$  per c.f.

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# Kennebunkport Sewer Department

## User Rate Impacts for ERU (2013)

Billing Method	Consumption	Sewer Units	Meter Size	Annual Cost	New Cost	% Change
Existing Flat Rate (Adjusted)	6,305 CF	1	5/8 in	\$416	\$416	0%
Sewer Unit & Consumption	6,305 CF	1	5/8 in	\$416	\$442	6%
Meter & Consumption	6,305 CF	1	5/8 in	\$416	\$685	65%
Town Method	6,305 CF	1	5/8 in	\$416	\$456	10%

Note: The estimated true cost based on flow and strength is \$417 per year.  
See Handout - Table 3.7 in Report

**UNDERWOOD**  
engineers

Table 3.7 Selected Sewer User Bills for 2013 Rate Models

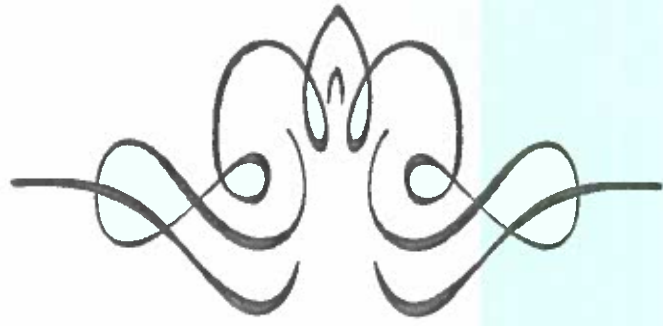
Description	Sewer Units	Meter Size	Annual Cubic Feet	Annual Cost (Current-Adjusted)	Annual Cost (Proposed)	% Increase
<b>Proposed Rate Increase</b>						
<b>Residential Single Unit (Very low user)</b>						
Existing Flat Rates (Adjusted)	1	5/8"	1 800	\$416	\$416	0%
Sewer Unit and Consumption	1	5/8"	1,800	\$416	\$376	-10%
Meter and Consumption	1	5/8"	1,800	\$416	\$620	49%
Town Model	1	5/8"	1,800	\$416	\$390	-6%
<b>Residential Single Unit (Average ERU in Kennebunkport)</b>						
Existing Flat Rates (Adjusted)	1	5/8"	6,305	\$416	\$416	0%
Sewer Unit and Consumption	1	5/8"	6,305	\$416	\$442	6%
Meter and Consumption	1	5/8"	6,305	\$416	\$685	65%
Town Model	1	5/8"	6,305	\$416	\$456	10%
<b>Residential Single Unit (Higher user)</b>						
Existing Flat Rates (Adjusted)	1	5/8"	21,500	\$416	\$416	0%
Sewer Unit and Consumption	1	5/8"	21,500	\$416	\$665	60%
Meter and Consumption	1	5/8"	21,500	\$416	\$908	118%
Town Model	1	5/8"	21,500	\$416	\$1,554	274%
<b>Residential Double Unit (ERU Flow)</b>						
Existing Flat Rates (Adjusted)	2	5/8"	6,305	\$832	\$832	0%
Sewer Unit and Consumption	2	5/8"	6,305	\$832	\$792	-5%
Meter and Consumption	2	5/8"	6,305	\$832	\$685	-18%
Town Model	2	5/8"	6,305	\$832	\$456	-45%
<b>Commercial (Very Low User)</b>						
Existing Flat Rates (Adjusted)	1	5/8"	2 000	\$416	\$416	0%
Sewer Unit and Consumption	1	5/8"	2,000	\$416	\$379	-9%
Meter and Consumption	1	5/8"	2,000	\$416	\$622	50%
Town Model	1	5/8"	2,000	\$416	\$393	-6%
<b>Commercial (Moderate Flow)</b>						
Existing Flat Rates (Adjusted)	4	5/8"	11,200	\$1 665	\$1 665	0%
Sewer Unit and Consumption	4	5/8"	11,200	\$1 665	\$1,564	-6%
Meter and Consumption	4	5/8"	11,200	\$1 665	\$757	-55%
Town Model	4	5/8"	11,200	\$1 665	\$810	-51%
<b>Commercial (Very High User)</b>						
Existing Flat Rates (Adjusted)	18	3/4"	99,900	\$7 491	\$7,491	0%
Sewer Unit and Consumption	18	3/4"	99,900	\$7 491	\$7,763	4%
Meter and Consumption	18	3/4"	99,900	\$7 491	\$2 114	-72%
Town Model	18	3/4"	99,900	\$7 491	\$7 221	-4%

# Kennebunkport Sewer Department

## Recommendations

1. Stay with current method of billing using a flat rate per sewer unit
2. Identify causes of high strength waste and Institute a surcharge system for high strength waste
3. Raise septage fees to \$155 per 1,000 gallons
4. Raise rates in anticipation of rising costs





# Agenda Item Divider





(4)

## Arundel Wharf Restaurant

This application has been reviewed and approved by the following Municipal Officials, whose signatures are on file with the Town Clerk:

✓

Police Chief

✓

Fire Inspector

✓

Code Enforcement Officer

Laprii Dwyer, Town Clerk

## Captain Lord Mansion

This application has been reviewed and approved by the following Municipal Officials, whose signatures are on file with the Town Clerk:

✓

Police Chief

✓

Fire Inspector

✓

Code Enforcement Officer

Laprii Dwyer, Town Clerk

4D

**BUREAU OF ALCOHOLIC BEVERAGES  
DIVISION OF LIQUOR LICENSING & ENFORCEMENT  
8 STATE HOUSE STATION  
AUGUSTA, ME 04333-0008**



Promise by any person that he or she can expedite a liquor license through influence should be completely disregarded.

To avoid possible financial loss an applicant, or prospective applicant, should consult with the Division before making any substantial investment in an establishment that now is, or may be, attended by a liquor license.

**DEPARTMENT USE ONLY**

**LICENSE NUMBER:**

**CLASS:**

**DEPOSIT DATE**

**AMT. DEPOSITED:**

**BY:**

**CK/MO/CASH:**

**PRESENT LICENSE EXPIRES**

Aug 2016

**INDICATE TYPE OF PRIVILEGE:** ☒ MALT ☒ SPIRITUOUS ☒ VINOUS

**INDICATE TYPE OF LICENSE:**

☒ RESTAURANT (Class I,II,III,IV)

☒ HOTEL-OPTINONAL FOOD (Class I-A)

☒ CLASS A LOUNGE (Class X)

☒ CLUB (Class V)

☒ TAVERN (Class IV)

☒ RESTAURANT/LOUNGE (Class XI)

☒ HOTEL (Class I,II,III,IV)

☒ CLUB-ON PREMISE CATERING (Class I)

☒ GOLF CLUB (Class I,II,III,IV)

☒ OTHER: \_\_\_\_\_

**REFER TO PAGE 3 FOR FEE SCHEDULE**

**ALL QUESTIONS MUST BE ANSWERED IN FULL**

<b>1. APPLICANT(S) –(Sole Proprietor, Corporation, Limited Liability Co., etc.)</b>		<b>2. Business Name (D/B/A)</b>	
DOB:		<u>CAPTAIN LORD MANSION</u>	
<u>BENERLY D. DAVIS</u> DOB: <u>2-3-47</u>			
<u>RICHARD W. LITCHFIELD</u> DOB: <u>4-21-44</u>		<b>Location (Street Address)</b>	
Address		<u>6 PLEASANT ST.</u>	
City/Town		State	
<u>ARUNDEL</u>		<u>ME.</u>	
Zip Code		Zip Code	
<u>04046</u>		<u>04046</u>	
<b>Mailing Address</b>		<b>City/Town</b>	
<u>516 RIVER RD.</u>		<u>KENNEBUNKPORT</u>	
City/Town		State	
<u>ARUNDEL</u>		<u>ME.</u>	
Zip Code		Zip Code	
<u>04046</u>		<u>04046</u>	
<b>Telephone Number</b>		<b>Business Telephone Number</b>	
<u>[REDACTED]</u>		<u>207-967-3141</u>	
<b>Fax Number</b>		<b>Fax Number</b>	
<u>N/A</u>		<u>207-967-3172</u>	
<b>Federal I.D. #</b>		<b>Seller Certificate #</b>	
<u>[REDACTED]</u>		<u>0168882</u>	

**EMAIL ADDRESS:**

INNKEEPER@CAPTAINLORD.COM

3. If premises is a hotel, indicate number of rooms available for transient guests: 16

4. State amount of gross income from period of last license: ROOMS \$ 166,188 FOOD \$ 3,142 LIQUOR \$ 9,747

5. Is applicant a corporation, limited liability company or limited partnership? YES ☒ NO ☐

If YES, complete Supplementary Questionnaire



# Agenda Item Divider



5

**BUREAU OF ALCOHOLIC BEVERAGES  
DIVISION OF LIQUOR LICENSING & ENFORCEMENT  
8 STATE HOUSE STATION  
AUGUSTA, ME 04333-0008**



Promise by any person that he or she can expedite a liquor license through influence should be completely disregarded.

To avoid possible financial loss an applicant, or prospective applicant, should consult with the Division before making any substantial investment in an establishment that now is, or may be, attended by a liquor license.

**DEPARTMENT USE ONLY**

**LICENSE NUMBER:**

**CLASS:**

**DEPOSIT DATE**

**AMT. DEPOSITED:**

**BY:**

**CK/MO/CASH:**

**PRESENT LICENSE EXPIRES** 7-19-16

**INDICATE TYPE OF PRIVILEGE:** ☒ MALT ☒ SPIRITUOUS ☒ VINOUS

**INDICATE TYPE OF LICENSE:**

☐ RESTAURANT (Class I,II,III,IV)

☐ HOTEL-OPTIONAL FOOD (Class I-A)

☐ CLASS A LOUNGE (Class X)

☐ CLUB (Class V)

☐ TAVERN (Class IV)

☒ RESTAURANT/LOUNGE (Class XI)

☐ HOTEL (Class I,II,III,IV)

☐ CLUB-ON PREMISE CATERING (Class I)

☐ GOLF CLUB (Class I,II,III,IV)

☐ OTHER: \_\_\_\_\_

**REFER TO PAGE 3 FOR FEE SCHEDULE**

**ALL QUESTIONS MUST BE ANSWERED IN FULL**

<b>1. APPLICANT(S)</b> –(Sole Proprietor, Corporation, Limited Liability Co., etc.)		<b>2. Business Name (D/B/A)</b>	
DOB:		Arundel Wharf Restaurant	
Arundel Marine Service DOB: 1974		43 Ocean Avenue	
DOB:		Location (Street Address)	
Address 43 Ocean Avenue		Kennebunkport ME 04046	
City/Town State Zip Code		City/Town State Zip Code	
Kennebunkport ME 04046		Mailing Address	
City/Town State Zip Code		PO Box 1950	
City/Town State Zip Code		Kennebunkport ME 04046	
Telephone Number		Business Telephone Number	
(207) 967-3444		(207) 967-3444	
Fax Number		Fax Number	
(207) 967-5462		(207) 967-5462	
Federal I.D. #		Seller Certificate #	
		07714	

**EMAIL ADDRESS:** wharf@roadrunner.com

3. If premises is a hotel, indicate number of rooms available for transient guests: NA \$1,254,809.55
4. State amount of gross income from period of last license: ROOMS \$ 0 FOOD \$ 0 LIQUOR \$ 472,836.24
5. Is applicant a corporation, limited liability company or limited partnership? YES ☒ NO ☐
- If YES, complete Supplementary Questionnaire



# Agenda Item Divider



6

**TOWN OF KENNEBUNKPORT, MAINE**

Effective July 1, 2016

**TO: TRACEY O'ROAK**

**OF: KENNEBUNKPORT**

County of York and State of Maine.

We, the Municipal Officers of the Town of Kennebunkport, do in accordance with the provisions of the laws of the State of Maine hereby appoint you as:

**TOWN CLERK  
PUBLIC ACCESS OFFICER  
CONSTABLE**

within and for the municipality of Kennebunkport for a term expiring March, 2017.

Given under our hand this 23rd day of June, 2016.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Selectmen  
of  
Kennebunkport**

**STATE OF MAINE**

County of York, ss

Date: \_\_\_\_\_

Personally appeared the above named **TRACEY O'ROAK** who has been duly appointed by the Board of Selectmen in said municipality, and took the oath necessary to qualify her to discharge said duties for the ensuing term according to the law. Before me:

\_\_\_\_\_  
Notary Public

**TOWN OF KENNEBUNKPORT, MAINE**

Effective July 1, 2016

**TO: TRACEY O'ROAK**

**OF: KENNEBUNKPORT**

County of York and State of Maine.

We, the Municipal Officers of the Town of Kennebunkport, do in accordance with the provisions of the laws of the State of Maine hereby appoint you as:

**REGISTRAR OF VOTERS**

within and for the municipality of Kennebunkport for a term of **2 YEARS**.

Given under our hand this 23rd day of June, 2016.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Selectmen  
of  
Kennebunkport**

**STATE OF MAINE**

County of York, ss

Date: \_\_\_\_\_

Personally appeared the above named **TRACEY O'ROAK** who has been duly appointed by the Board of Selectmen as **REGISTRAR OF VOTERS** in said municipality, and took the oath necessary to qualify her to discharge said duties for the ensuing term according to the law. Before me:

\_\_\_\_\_  
Notary Public



# Agenda Item Divider





## LEASE AGREEMENT

This Lease Agreement (the "Lease") is made as of this \_\_\_\_\_ day of June, 2016 by and between ATLANTIC VOLUNTEER ENGINE COMPANY, a Maine Nonprofit Corporation with a mailing address of P.O. Box 7304, Cape Porpoise, ME 04014 ("Landlord") and the Town of Kennebunkport, a municipal corporation existing under the laws of the State of Maine with a mailing address of 6 Elm Street, Kennebunkport, Maine, 04046 ("Tenant").

1. Leased Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, upon the terms and conditions set forth herein, the premises located within the building (the "Building") at 172 Main Street, Cape Porpoise, in the town of Kennebunkport, Maine consisting of that portion of the Building known as the "Ladder 4 Apparatus Bay," the Brush 5 Apparatus Bay," and a staging/storage area located immediately behind said bays and extending in a straight line to the rear wall of the Building (collectively referred to herein as the "Premises" and depicted on the sketch attached hereto as Exhibit A and incorporated herein by reference). Tenant shall also have access to those portions of the building necessary to gain entry to the Premises. Landlord further grants to firefighters and individuals attending meetings within the Building previously approved by a designated representative of Landlord the right to (a) use the restrooms located within the Building, (b) park in designated parking spaces located on the property, and (c) access other areas of the Building including the second floor meeting room and related facilities.
2. Term. Unless earlier terminated as provided herein, the term of this Lease shall commence July 1, 2016 (the "Commencement Date") and end at midnight on June 30, 2017 (the "Term"). Notwithstanding the foregoing or anything to the contrary set forth herein, Tenant shall have the right to terminate this Lease by giving Landlord written notice at least thirty (30) days prior to such termination in the event that Tenant is unable to secure approval for the funding and/or appropriation necessary to meet its obligations herein.
3. Extension of Term. Prior to the expiration of the Term, Landlord and Tenant shall have the option to extend the term of this Lease upon acceptance of mutually agreeable provisions.
4. Base Rent. Upon receipt of invoice, the Tenant agrees to pay Landlord as rent through the end of the term the following sums:  
  
**Year one:** July 1, 2016 – June 30, 2017: The amount of \$18,924 (eighteen thousand one hundred and thirty dollars)

5. Utilities. Landlord shall be solely responsible for and shall promptly pay all charges for heat, hot water, cable, electricity, oil, telephone and any other utility used or consumed in connection with the use or operation of the Premises. Tenant shall not be responsible for any utilities under this Lease.

6. Taxes. Tenant shall not be responsible for any taxes assessed in connection with the Premises.

7. Operation of Premises. Tenant shall use the Premises for the operation of a municipal fire station.

8. Alterations. Tenant shall make no alterations to the Premises without Landlord's prior written consent.

9. Repairs and Maintenance.

(a) Unless caused by the negligent actions or misconduct of Landlord or its employees, invitees or agents, Tenant, at its own cost and expense, shall keep the Premises in good order, condition, ordinary wear and tear excepted. Tenant shall be responsible for routine maintenance of the parking areas and walkways and shall be responsible for snow plowing and ice treatment.

(b) Unless caused by negligent actions or misconduct of Tenant or its employees, invitees or agents, Landlord shall, at its own cost and expense, maintain and make all repairs to, and any replacement of, the Building and the Building's mechanical, electrical, plumbing and HVAC systems. Landlord shall, at its own cost and expense, keep and maintain Building mechanical, electrical, plumbing and HVAC systems and the structure of the Building (including the roof, walls, doors, windows and foundation) and the Building systems in good and watertight condition. Landlord shall, at its cost and expense, keep and maintain the parking area and walkway blacktop in good condition and repair.

10. Tenant's Covenants. Tenant covenants and agrees with Landlord:

(a) To pay when due all rent and other amounts due from Tenant at the times and in the manner provided in this Lease.

(b) Not to make any use of the Premises which is improper, offensive, illegal, constitutes a nuisance or constitutes waste.

(c) To comply with all laws, ordinances, rules and regulations of governmental authorities affecting the Premises, and obtain and maintain, at Tenant's expense, all licenses and permits required for use of the Premises.

(d) At the expiration of the Term, to surrender the Premises in the same condition as the Premises were upon delivery of possession under this Lease, reasonable

wear and tear excepted. Tenant shall remove all of its equipment before surrendering the Premises as aforesaid and shall repair any damage to the Premises caused thereby.

11. Insurance

(a) Tenant is entitled to certain immunities under the Maine Tort Claims Act, 14 M.R.S.A. 8101 et seq. (as the same may be revised from time to time, the "Act"). Tenant agrees to obtain, and to maintain in full force and effect during the Term, insurance coverage for those causes of action permitted against the Tenant under the Act in amounts up to the limits of liability established under the Act.

(b) Tenant shall be solely responsible to provide at its expense insurance covering any and all of Tenant's personal property located at the Premises.

(c) Landlord shall maintain with respect to the Premises property, fire and casualty insurance in an amount of equal to the replacement value of the improvements to the Premises in companies qualified to do business in the State of Maine, insuring Landlord and Tenant (as an additional insured) against loss of the improvements at the Premises.

(d) Tenant and Landlord agree that neither Tenant's nor Landlord's insurance company shall have a right of subrogation against the other party and accordingly, each party waives all claims it may have and releases the other party on account of any loss, damage or injury to the Building, any improvement, any personal property or liability for personal injury, the loss damage or injury of which is covered by insurance required to be maintained hereunder. All such insurance policies shall provide that the policies may not be cancelable or changed without at least thirty (30) days' prior written notice to each insured named therein.

12. Damage and Destruction. If the Premises are destroyed or so damaged by fire or other casualty as to render more than twenty-five percent (25%) thereof unusable by Tenant for more than thirty (30) days after the occurrence of such fire or casualty, then either Tenant or Landlord, at their respective elections, may, by notice in writing to the other given within thirty (30) days next after such destruction or damage, terminate this Lease.

13. Covenant Against Liens and Encumbrances. Landlord represents and warrants that it is the fee simple owner of the Premises and that the Premises are free and clear of all mortgages, liens and security interests. Landlord represents, warrants and covenants that during the Term, Landlord shall not convey, transfer or encumber the title to the Premises or any part thereof (whether or not of record) except in conformance with Section 14 below.

14. Right of First Refusal In the event that, during the term of this Lease, Landlord receives a bona fide offer to purchase the Premises and Landlord desires to accept said offer, Landlord shall first notify Tenant in writing of the terms of said offer, such notice to include a copy of the bona fide offer, and Tenant shall have thirty (30) business days from the receipt of said notice in which to notify Landlord in writing of Tenant's agreement to purchase the Premises on the same terms and conditions as contained in the bona fide offer. If Tenant shall fail to so exercise its right of first refusal

within said thirty (30) business days. Landlord may sell the Premises to the prospective purchaser who made the bona fide offer pursuant to the terms of the bona fide offer or on terms no less favorable to Landlord. In the event that the sale to the prospective purchaser is not closed for any reason, Tenant shall have its right to acquire the Premises under this Section of the Lease reinstated and Landlord shall be obligated to comply with the terms of this Section in connection with any sale of the Premises.

15. Self-Help If Tenant shall default in this performance or observance of any agreement, condition or other provision in this Lease and shall not cure such default within fourteen (14) days after notice in writing from Landlord specifying the default, Landlord may, at its option, without waiving any claims for breach of agreement, at any time thereafter cures such default for the account of Tenant, and Tenant shall reimburse Landlord for the reasonable expense so incurred, and any amounts due hereunder from Tenant shall be deemed additional rent due and payable on demand by Landlord.

16. Quiet Enjoyment. Landlord covenants and agrees with Tenant that upon Tenant paying the rent and observing and performing all of the terms, covenants and conditions on Tenant's part to be observed and performed, Tenant may peaceably and quietly have, hold, occupy and enjoy the Premises without hindrance or molestation by anyone claiming by, through or under Landlord.

17. Landlord's Access. Landlord or agents of Landlord may, at all reasonable times during the Term, enter the Premises for any reasonable purpose provided that such use does not interfere with Tenant's use of Premises for a municipal fire station.

18. Holding Over. In the event that Tenant shall continue in occupancy of the Premises after the expiration of the Term, such occupancy shall not be deemed to extend or renew the terms of this Lease, but, at the option of Landlord, such occupancy shall continue as a tenancy at will from month to month upon the covenants, provisions and conditions herein contained. This Section shall not be construed as giving Tenant any right to hold over after the expiration of the Initial Term or any Renewal Term, as applicable.

19. Lease Not to Be Recorded. Landlord and Tenant agree that this Lease shall not be recorded, however, Landlord agrees to execute and deliver to Tenant, upon request a Memorandum of Lease in recordable form.

20. Severability. If any provision of this Lease or its application to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstance other than those as to which it is invalid or unenforceable, shall not be affected thereby and each provision of the Lease shall be valid and enforceable to the fullest extent permitted by law.

21. Successors and Assigns. The terms and provisions of the Lease shall be binding upon the heirs, successors, personal representatives and permitted assigns of the respective parties and shall inure to the benefit of the successors and assignees of Landlord. Nothing in this Article shall be deemed to authorize or permit any assignment or other transfer in whole or in part of the interest in Tenant in violation of other provisions of the Lease.

**By: Laurie A. Smith**  
**Its: Town Manager**



# Agenda Item Divider



Town of Kennebunkport  
Outstanding Parking Tickets

	Balances 5/19/16		Balance 6/20/16		Uncollectible		adjusted balance
	Count	Total	Count	Total	Count	Total	
FY 12	84	\$3,552.27	77	\$3,277.27	15	\$725.00	\$2,552.27
FY 13	213	\$9,780.00	147	\$6,395.00	33	\$1,435.00	\$4,960.00
FY 14	142	\$6,053.00	111	\$4,658.00	29	\$1,215.00	\$3,443.00
		<u>\$19,385.27</u>		<u>\$14,330.27</u>		<u>\$3,375.00</u>	<u>\$10,955.27</u>

Collected \$5,055.00

I have heard back from 2 collections agencies  
A summary follows:

	Scenario	
	Company	Town
Sunrise Credit Services Fees	Farmingdale, NY 25% of collections	\$2,738.82 \$8,216.45
Thomas Agency Fees	Westbrook, ME 30% of collections	\$3,286.58 \$7,668.69



# Agenda Item Divider







## KENNEBUNKPORT WASTEWATER DEPARTMENT

**Date:** June 14, 2016

**To:** The Board of Selectman

**From:** Allan Moir

**Re:** Training burn at 175 Arundel Rd.

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Mr. & Mrs. Hewett of 175 Arundel Rd have offered us the house that is presently on the lot, to the fire department to do training burns in and then to burn the home down.

The house is a manufactured home (trailer) that they want to remove from the property, so that they can build a new home there. This will be a great training opportunity for the department and a couple of the area departments. We don't get an opportunity to train in a trailer and then get to see how it burns when we let it go.

We are in the process of getting the necessary paper work signed off by the property owner and notifying the abutters to the property about what we want to do. If we don't get the abutters to approve of the burning of the building, we not be burning it down.

I have checked the area around the building and have no issues with burning it.

We will be inviting Kennebunk & Arundel Fire Departments to participate in training.

We are planning on doing the training on July 30<sup>th</sup> or Aug. 20<sup>th</sup> of this year. We would like to get the training done before the owner starts construction of his new home.

# Hewitt Property 175 Arundel Rd.



Town of Kennebunkport,  
Maine

## Legend



Parcels

Road ROW



Private Way



ROW

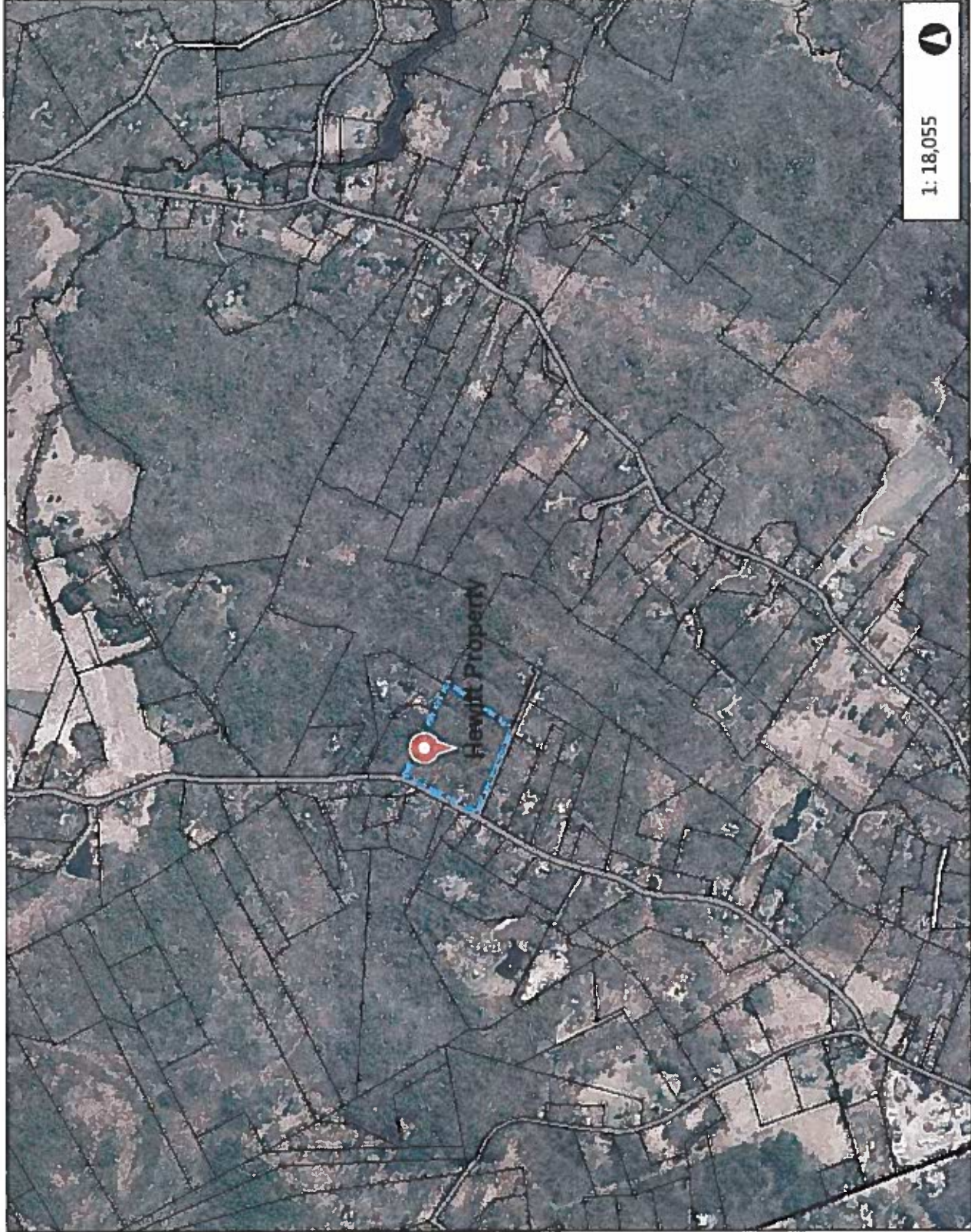


Road



Political Boundary

## Notes



1: 18,055

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION



# Agenda Item Divider



10

## Kennebunkport Fire Department FY2016

### Capital Account 3904-5067

#### Firefighter PPE (Turnout Gear) Replacement

We are requesting the purchase of up to 9 full sets (plus 1 pants) of Globe G-Xtreme/G-XL firefighter turnout gear from Bergeron Protective Clothing, Epsom, NH.

Bergeron is the exclusive supplier for Globe gear in Maine, and they have been our supplier of gear since 2001. Bergeron provides custom fitting for our personnel here at our station and prompt service for any necessary repairs.

Bergeron Price Quote 6/8/2016:

Globe G-Xtreme Coat	984.39
Lettering, Name Patch (average @ \$3/letter)	39.22
<b>Coat, Total</b>	<b>1023.61</b>
Globe G-XL Pants w/rope pocket	669.96
Wide belt loops & standard belt	34.48
Padded knees, harness loops	51.24
<b>Pants, Total</b>	<b>755.68</b>
<b>Full set</b>	<b>1779.29</b>
<b>3904-5067 Unexpended Balance</b>	<b>16990.00</b>
<b>Allows purchase of up 9 full sets plus 1 pants only</b>	<b>16769.29</b>

New, custom-fitted gear is provided for interior-qualified members on a schedule of approximately every 5 years or as needed. Exterior members may receive new gear when theirs is worn and we are unable to replace it from our reserve gear.

Older gear is cleaned and repaired and recycled for exterior firefighter use or kept in reserve for new members or others to use while gear is cleaned or decontaminated.

We presently maintain 68 sets of gear for activemembers (35 of whom are interior qualified).





1024 Suncook Valley Hwy., Unit 5-D  
 Epsom NH, 03234  
 TEL: 603.736.8500  
 www.BergeronProtectiveClothing.com

## QUOTATION

No. : 200653

Doc. Date : 06/16/2016  
 Payment Terms : NET30  
 Valid Until: 07/16/2016  
 Customer PO:  
 Salesperson : Dale Doughty  
 Page : Page 1 of 2

### Bill To

Kennebunkport Fire Dept.  
 Dick Stedman  
 6 Elm Street  
 Kennebunkport ME 04046-0404

### Ship To :

Dick Stedman  
 6 Elm Street  
 Kennebunkport ME 04046-0404

### Globe G-Xtreme Coat + G-Xcel Pant NE Spec 2016

Quantity	Style	Description	Your Cost
1	32782ESK	Globe, G-Xtreme Jacket, Advance Color: Gold Aralite Thermal Liner Stedair 3000 MB NYC Red/Orange Triple Trim Radio Pocket Left Chest (2"x3"x6") Trim on pocket Self Mic Strap above Radio Pocket Coat Snap/Mic/3x9 Holder Right Chest Black Suede Cuffs Std Drag Rescue Device	958.19
4	19721	Letter, 3" Scotchlite Color: RO Location: Row A "KPPFD"	9.80
1	19BA564	Self Mic Strap Inside of collar (when collar is in the up position) Left Side.	2.90
1	N1BA132	Letter Patch, Hanging 5" x 20"	22.07
1	19721	Letter, 3" Scotchlite Color: RO Location: Hung Letter Patch ADD \$2.45 per Letter for Last Names on Hung Letter Patch	
Subtotal:			<u>\$992.96</u>
1	E2782ESK	Globe G-XCEL Pant, Advance	632.96

Financing options available on some turnout gear purchases. Prices quoted do not include shipping and handling. Shipping is FOB factory. This quote is based on current prices which are subject to change by the Manufacturer without notice. TERMS are NET 30 DAYS.

From: BERGERON PROTECTIVE CLOTHING LLC  
 To: Kennebunkport Fire Dept.

Document No. : 200653  
 Doc. Date : 06/16/2016

Quantity	Style	Description	Your Cost
		Aralite Thermal Liner	
		Stedair 3000 MB	
		Red/Orange Triple Trim around Cuffs	
		Black Suede Knees	
		Black Suede Cuffs	
		G-Xtreme Padded Rip-Cord Suspenders	
1	N2FL102	Silizone Padded Knees	21.24
		Sewn on Liner	
1	29BA604V	Rapelling Harness Loops	
		Add \$30.00 for Harness Loops	
		For Interior FF's only.	
1	N2BA276	Wide Belt Loops	6.69
		To be included on all pants. Will accomodate boththe Nomex Belt and Personal Escape Belt	
1	N200255	Belt Black Nomex	27.79
		To be included with all pants	
1	LIF27RP	Add Lifeline Rope Pocket (Advance)	37.00
		Color: Gold	
		Right Pocket as standard Location.	
		Verify with each FF when sizing.	
1	N227303	Escape Belt	
		Option: Add \$132.69	
Subtotal:			<u>\$725.68</u>

Subtotal 1,718.64  
 Total 1,718.64

Financing options available on some turnout gear purchases. Prices quoted do not include shipping and handling. Shipping is FOB factory. This quote is based on current prices which are subject to change by the Manufacturer without notice. TERMS are NET 30 DAYS.