

TOWN OF KENNEBUNKPORT, MAINE

- INCORPORATED 1653 -

MAINE'S FINEST RESORT

Board of Selectmen/Assessors Agenda Village Fire Station – 32 North Street September 7, 2017 – 7:00 PM

1. Call to Order.
2. Approve the August 24, 2017, 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. Sign the November 2017 Special Town Meeting Warrant.
5. Approve Certification of Proposed Ordinances.
6. Set the public hearing date for either October 12, or 26, 2017, to consider the Warrant Articles for the November 7, 2017, Special Town Meeting ballot.
7. Consider reinstatement of the Boston Post Cane.
8. Approve the Agreement for Public Safety Answering Point Service with the Town of York.
9. Meet as Assessors to approve the following abatement.

Property Owner	Location	Map	Blk	Lot(s)	Tax Abatements 2017
Robert & Dana Holland	155 Wildes District Rd	22	5	22	\$178.10

10. Approve street opening permit for Binnacle Hill Development, LLC, for installation of new sewer line and services and new waterline on New Biddeford Road.
11. Discuss Cape Porpoise Pier Chowder House lease.
12. Other business.
13. Approve the September 7, 2017, Treasurer's Warrant.
14. Adjournment.

**Town of Kennebunkport
Board of Selectmen Meeting
Town Hall – 6 Elm Street
August 24, 2017 – 9:00 AM**

Minutes of the Selectmen's Meeting of August 24, 2017

Selectmen Attending: Patrick A. Briggs, Sheila Matthews-Bull, and Allen Daggett

Selectmen Absent: Stuart Barwise, Edward Hutchins

Others: Michael Claus, Allan Moir, and Arlene McMurray

1. Call to Order.

Chair Briggs called the meeting to order at 9:02 AM.

2. Approve the August 10, 2017, selectmen meeting minutes.

Motion by Selectman Matthews-Bull, seconded by Selectman Daggett, to approve the August 10, 2017, selectmen meeting minutes. **Vote:** 3-0

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.)

There were no comments.

4. Authorize the Town Manager to enter into a contract with Foglio, Inc. for the New Biddeford sewer extension.

Wastewater Superintendent Allan Moir and Road Commissioner Michael Claus were present to explain the sewer extension and to answer questions. He said they need 10 longside laterals for a total cost of \$43,000 and 7 shortside laterals for a total cost of \$14,700. Total cost for both is \$57,700, plus the costs of the ledge removal. The rental rate for the excavator with the hammer is \$1,500/day plus \$200 for each hour used.

Motion by Selectman Daggett, seconded by Selectman Matthews-Bull, to authorize the Town Manager to sign the contract with Foglio, Inc. for the New Biddeford sewer extension at a cost of \$57,700 plus the costs of the ledge removal. **Vote:** 3-0.

5. Approve street opening permit for Brian MacDonald at Windemere Place to install underground utilities.

Motion by Selectman Matthews-Bull, seconded by Selectman Daggett, to approve the street opening permit for Brian MacDonald at Windemere Place to install underground utilities. **Vote:** 3-0.

6. Approve street opening permit for Chet Homer for new water service at 83 Ocean Avenue.

Motion by Selectman Daggett, seconded by Selectman Matthews-Bull, to approve the street opening permit for Chet Homer install new water service at 83 Ocean Avenue. **Vote:** 3-0.

7. Sign the supplemental Certificates of Commitment of Sewer User Rates.

Mr. Moir said these supplemental bills are due to a computer error in which this individual did not receive a bill for two years.

Motion by Selectman Daggett, seconded by Selectman Matthews-Bull, to approve the supplemental Certificates of Commitment of Sewer User Rates in the amounts of \$431 for 2016 and \$444 for 2017 plus 7% interest per annum for any unpaid balances beginning September 26, 2017. **Vote:** 3-0.

8. Other business.

Selectman Matthews-Bull said she ran into Kevin Crowley, former principal of Sea Road School and Mildred Day School. He told her the fencing is going up, and they received cost estimates on doing the culvert around Consolidated School which will be done next year.

Selectman Daggett mentioned that he would like to add five more years on his lease at Cape Porpoise Pier for the Cape Pier Chowder House.

Chair Briggs commented that the Chalkfest went well and there was a lot of support from the community.

9. Approve the August 24, 2017, Treasurer's Warrant.

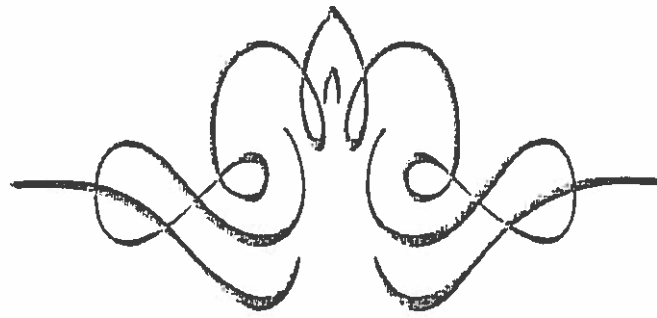
Motion by Selectman Matthews-Bull, seconded by Selectman Daggett to approve the August 24, 2017, Treasurer's Warrant. **Vote:** 3-0.

10. Adjournment.

Motion by Selectman Matthews-Bull, seconded by Selectman Daggett to adjourn. **Vote:** 3-0.

The meeting adjourned at 9:25 AM.

Submitted by Arlene McMurray
Administrative Assistant



Agenda Item Divider



(4)

**TOWN OF KENNEBUNKPORT
TOWN WARRANT
SPECIAL TOWN MEETING
November 7, 2017**

State of Maine

County of York, SS

To: Tracey O’Roak, Constable of the Town of Kennebunkport, in the County of York, State of Maine.

GREETINGS:

You are hereby required in the name of the State of Maine to notify and warn the voters of the Town of Kennebunkport in said County of the Town Meeting described in this warrant.

To the voters of Kennebunkport: You are hereby notified that a Special Town Meeting of this municipality will be held at the Village Fire Station, 32 North Street, in said Town on Tuesday, the 7th day of November A.D. 2017, at 8:00 o'clock in the forenoon for the purpose of acting on Articles numbered one (1) and one a (1a) and Questions 1 through 3 as set out below. The polls for voting on Question 1 through 3 shall be opened immediately after election of the Moderator at 8:00 a.m. on November 7, 2017, and shall close at 8:00 p.m. While the polls are open, the Registrar of Voters will hold office hours to accept the registration of any person eligible to vote, to accept new enrollments, and to make any necessary correction or change to any name or address on the voting list.

ARTICLE 1. To choose a Moderator to preside at said meeting.

ARTICLE 1a. To vote on the following referendum questions:

**QUESTION 1
ENACTMENT OF ORDINANCE PROHIBITING RETAIL MARIJUANA
ESTABLISHMENTS AND RETAIL MARIJUANA SOCIAL CLUBS IN THE
TOWN OF KENNEBUNKPORT**

Shall an ordinance entitled “Ordinance Prohibiting Retail Marijuana Establishments and Retail Marijuana Social Clubs in the Town of Kennebunkport” be enacted? (A true copy of which is on file in the Town Clerk’s Office and is incorporated by reference.)

[Note of Explanation: This ordinance prohibits retail marijuana establishments and retail marijuana social clubs in the Town of Kennebunkport]

**Ordinance Prohibiting Retail Marijuana Establishments
and Retail Marijuana Social Clubs
in the Town of Kennebunkport**

Section 1. Authority.

This ordinance is enacted pursuant to the Marijuana Legalization Act, 7 M.R.S.A. c. 417; and Municipal Home Rule Authority, Me. Const., art. VIII, pt. 2; and 30-A M.R.S.A. § 3001.

Section 2. Definitions.

For purposes of this ordinance, retail marijuana establishments, including retail marijuana stores, retail marijuana cultivation facilities, retail marijuana products manufacturing facilities and retail marijuana testing facilities, and retail marijuana social clubs are defined as set forth in 7 M.R.S.A. § 2442.

Section 3. Prohibition on Retail Marijuana Establishments and Retail Marijuana Social Clubs.

Notwithstanding any provisions in the Town of Kennebunkport's Land Use Ordinance or any other applicable ordinance to the contrary, retail marijuana establishments, including retail marijuana stores, retail marijuana cultivation facilities, retail marijuana products manufacturing facilities, and retail marijuana testing facilities, and retail marijuana social clubs, are expressly prohibited in the Town of Kennebunkport.

No person or organization shall develop or operate a business that engages in retail or wholesale sales of a retail marijuana product or that otherwise engages in the activities of a retail marijuana cultivation facility, a retail marijuana products manufacturing facility, a retail marijuana testing facility and/or a retail marijuana social club, as those terms are defined by 7 M.R.S.A. § 2442, regardless of the licensure status of such business.

Nothing in this ordinance is intended to prohibit any lawful use, possession or conduct pursuant to the Maine Medical Use of Marijuana Act, 22 M.R.S.A. c. 558-C, or pursuant to the Maine Marijuana Legalization Act, 7 M.R.S.A. c. 417.

Section 4. Effective date; duration.

This ordinance shall take effect immediately upon enactment by the municipal legislative body unless otherwise provided and shall remain in effect until it is amended or repealed.

Section 5. Penalties.

The Code Enforcement Officer is authorized and shall have the authority to enforce all provisions of this ordinance and shall have the same powers and duties conferred to the Code Enforcement Officer under Section 11.9 of the Land Use Ordinance to enforce this ordinance. Violations of this ordinance shall be subject to the enforcement and penalty provisions of 30-A M.R.S.A. § 4452.

QUESTION 2
AMENDMENT TO THE LAND USE ORDINANCE REGARDING
“GROWTH MANAGEMENT PERMIT REQUIRED”

Shall an ordinance entitled “November, 2017 Amendment to the Land Use Ordinance” be enacted? (A true copy of which is on file in the Town Clerk’s Office and is incorporated by reference.)

[Note of Explanation: This amendment would include “The construction or alteration of new accessory apartment.” under exemptions for 11.12 Growth Management Permit Required.]

QUESTION 3
AMENDMENT TO THE WATERFRONT ORDINANCE

Shall an ordinance entitled “November, 2017 Amendment to the Waterfront Ordinance be enacted? (A true copy of which is on file in the Town Clerk’s Office and is incorporated by reference.)

[Note of Explanation: This amendment clarifies the definition of vessel to include work floats; authorizes the Harbormaster to remove unmarked and/or unauthorized moorings; requires applicants to demonstrate ownership of vessels at their moorings; and allows the Harbormaster to send notices to owners via regular US mail.]

HEREOF FAIL NOT TO MAKE DUE SERVICE of this Warrant and a return of your doing thereon, at a time and place of said meeting.

GIVEN UNDER OUR HANDS this 7th day of September, 2017, Kennebunkport, Maine.

Stuart E. Barwise

Sheila A. Matthews-Bull

Edward W. Hutchins

Allen A. Daggett

Patrick A. Briggs

A majority of the Selectmen of the Town of Kennebunkport, Maine

A true copy of the warrant attest: _____

Tracey O’Roak, Town Clerk



Agenda Item Divider



3

ORDER

VOTED: That it be and is hereby Ordered that the Questions set forth below be placed on the ballot of the Special Town Meeting of the Town of Kennebunkport to be held on November 7, 2017, and that an attested copy of this Order be placed on file with the Town Clerk of the Town of Kennebunkport.

QUESTION 1

ENACTMENT OF ORDINANCE PROHIBITING RETAIL MARIJUANA ESTABLISHMENTS AND RETAIL MARIJUANA SOCIAL CLUBS IN THE TOWN OF KENNEBUNKPORT

Shall an ordinance entitled “Ordinance Prohibiting Retail Marijuana Establishments and Retail Marijuana Social Clubs in the Town of Kennebunkport” be enacted? (A true copy of which is on file in the Town Clerk’s Office and is incorporated by reference.)

[Note of Explanation: This ordinance prohibits retail marijuana establishments and retail marijuana social clubs in the Town of Kennebunkport]

QUESTION 2

AMENDMENT TO THE LAND USE ORDINANCE REGARDING ACCESSORY APARTMENTS

Shall an ordinance entitled “November, 2017 Amendment to the Land Use Ordinance” be enacted? (A true copy of which is on file in the Town Clerk’s Office and is incorporated by reference.)

[Note of Explanation: This amendment would include the construction or alteration of new accessory apartments under exemptions for 11.12 Growth Management Permit Required.]

QUESTION 3

AMENDMENT TO THE WATERFRONT ORDINANCE

Shall an ordinance entitled “November, 2017 Amendment to the Waterfront Ordinance” be enacted? (A true copy of which is on file in the Town Clerk’s Office and is incorporated by reference.)

[Note of Explanation: This amendment clarifies the definition of vessel to include work floats; authorizes the Harbormaster to remove unmarked and/or unauthorized moorings; requires applicants to demonstrate ownership of vessels at their moorings; and allows the Harbormaster to send notices to owners via regular US mail.]

GIVEN UNDER OUR HANDS this 7th day of September, 2017, Kennebunkport, Maine.

Stuart E. Barwise

Sheila W. Matthews-Bull

Edward W. Hutchins, II

Allen A. Daggett

Patrick A. Briggs

A majority of the Selectmen of the Town of Kennebunkport, Maine

A true copy of the Order attest: _____

Tracey O’Roak, Town Clerk

CERTIFICATION OF PROPOSED ORDINANCE

TO: Tracey O’Roak, the Town Clerk of the Town of Kennebunkport. In the name of the State of Maine, we hereby certify that the Ordinance entitled:

**"Ordinance Prohibiting Retail Marijuana Establishments
and Retail Marijuana Social Clubs in the Town of Kennebunkport"**

attached hereto as Exhibit A is a true copy of the Ordinance proposed for enactment at the Special Town Meeting of the Town of Kennebunkport to be held on November 7, 2017.

Dated this 7th day of September, 2017, at Kennebunkport, Maine.

Stuart E. Barwise

Sheila A. Matthews-Bull

Edward W. Hutchins

Allen A. Daggett

Patrick A. Briggs

A majority of the Board of Selectmen of the Town of Kennebunkport

Exhibit A

Ordinance Prohibiting Retail Marijuana Establishments and Retail Marijuana Social Clubs in the Town of Kennebunkport

Section 1. Authority.

This ordinance is enacted pursuant to the Marijuana Legalization Act, 7 M.R.S.A. c. 417; and Municipal Home Rule Authority, Me. Const., art. VIII, pt. 2; and 30-A M.R.S.A. § 3001.

Section 2. Definitions.

For purposes of this ordinance, retail marijuana establishments, including retail marijuana stores, retail marijuana cultivation facilities, retail marijuana products manufacturing facilities and retail marijuana testing facilities, and retail marijuana social clubs are defined as set forth in 7 M.R.S.A. § 2442.

Section 3. Prohibition on Retail Marijuana Establishments and Retail Marijuana Social Clubs.

Notwithstanding any provisions in the Town of Kennebunkport's Land Use Ordinance or any other applicable ordinance to the contrary, retail marijuana establishments, including retail marijuana stores, retail marijuana cultivation facilities, retail marijuana products manufacturing facilities, and retail marijuana testing facilities, and retail marijuana social clubs, are expressly prohibited in the Town of Kennebunkport.

No person or organization shall develop or operate a business that engages in retail or wholesale sales of a retail marijuana product or that otherwise engages in the activities of a retail marijuana cultivation facility, a retail marijuana products manufacturing facility, a retail marijuana testing facility and/or a retail marijuana social club, as those terms are defined by 7 M.R.S.A. § 2442, regardless of the licensure status of such business.

Nothing in this ordinance is intended to prohibit any lawful use, possession or conduct pursuant to the Maine Medical Use of Marijuana Act, 22 M.R.S.A. c. 558-C, or pursuant to the Maine Marijuana Legalization Act, 7 M.R.S.A. c. 417.

Section 4. Effective date; duration.

This ordinance shall take effect immediately upon enactment by the municipal legislative body unless otherwise provided and shall remain in effect until it is amended or repealed.

Section 5. Penalties.

The Code Enforcement Officer is authorized and shall have the authority to enforce all provisions of this ordinance and shall have the same powers and duties conferred to the Code Enforcement Officer under Section 11.9 of the Land Use Ordinance to enforce this ordinance. Violations of this ordinance shall be subject to the enforcement and penalty provisions of 30-A M.R.S.A. § 4452.

CERTIFICATION OF PROPOSED ORDINANCE

TO: Tracey O'Roak, the Town Clerk of the Town of Kennebunkport. In the name of the State of Maine, we hereby certify that the Ordinance entitled:

"Proposed Revisions to Waterfront Ordinance"

attached hereto as Exhibit A is a true copy of the Ordinance proposed for enactment at the Special Town Meeting of the Town of Kennebunkport to be held on November 7, 2017.

Dated this 7th day of September, 2017, at Kennebunkport, Maine.

Stuart E. Barwise

Sheila A. Matthews-Bull

Edward W. Hutchins

Allen A. Daggett

Patrick A. Briggs

A majority of the Board of Selectmen of the Town of Kennebunkport

Exhibit A

WATERFRONT ORDINANCE

1. GENERAL PROVISIONS

1.1 TITLE

This ordinance shall be known as the "Waterfront Ordinance of the Town of Kennebunkport, Maine". It shall be referred to herein as the "Ordinance".

1.2 AUTHORITY

This ordinance is adopted pursuant to the authority granted by Title 38 M.R.S.A., Chapter 1, as amended, Title 30-A M.R.S.A., §§ 3001, 3007, 3009 and 4452, as amended and the Home Rule provisions of the Constitution of the State of Maine with additions and deletions.

1.3 PURPOSE

Kennebunkport's waterfront is a limited and valuable resource. The demands on this resource have been increasing for both commercial and recreational uses; therefore, this Ordinance is adopted for the following purposes:

1.3.1 Ensure that there will always be adequate and usable mooring space for the Kennebunkport Commercial Fishing Fleet.

1.3.2 Preserve the working waterfront, which includes commercial fishing, marine related businesses and recreational boating.

1.3.3 Provide Ordinance guidelines and authority for the Harbormaster to administer mooring space and to resolve any conflicts.

1.3.4 Address dangerous and unsuitable mooring placements.

1.3.5 Ensure consistency with the policies set by the state of Maine and the US Army Corps of Engineers.

1.3.6 Plan, establish and maintain the arrangement and utilization of Mooring areas, public landings, boat ramps, harbor channels and other related properties in Kennebunkport Waters.

1.4 APPLICABILITY

The provisions of this ordinance shall apply to all tidal water areas located within the municipal boundaries of Kennebunkport, Maine, with the exception of the Kennebunk River, hereinafter referred to as Kennebunkport Waters.

1.5 SEVERABILITY

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unenforceable by any Court, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion.

1.6 CONFLICT

Whenever any section, subsection, sentence, cause, phrase or portion of this ordinance is deemed to be in conflict with any existing state law and/or federal rule(s), then the stricter provision shall apply, unless preempted by federal law.

1.7 EFFECTIVE DATE

This ordinance shall become effective immediately upon adoption.

2. DEFINITIONS

For the purpose of interpreting this Ordinance, the following terms, phrases and words shall be defined as set forth below.

COMMERCIAL FISHERIES BUSINESS: An enterprise, as defined in Title 12 M.R.S. Section 6001(6-A), which is directly or indirectly concerned with the commercial harvest of wild or aquacultured marine organisms, whose primary source of income is derived from these activities. "Commercial fisheries business" includes, but is not limited to:

- A. Licensed commercial fishermen, aquaculturists and fishermen's cooperatives;
- B. Persons providing direct services to commercial fishermen, aquaculturists or fishermen's cooperatives, as long as provision of these direct services requires the use of working waterfront property; and
- C. Municipal and private piers and wharves operated to provide waterfront access to commercial fishermen, aquaculturists or fishermen's cooperatives.

COMMERCIAL FISHING VESSEL: A vessel used in furtherance of the purposes of a commercial fisheries business, including vessels rigged to engage in the commercial harvest, processing or transport of wild or aquacultured marine organisms as well as supporting vessels such as lobster, crab and shellfish cars.

FEE: A charge for the use of Town owned waterfront facilities; all fees described herein are set by the Board of Selectmen annually and will be effective upon adoption by the Board of Selectmen at a public meeting.

FINE: A civil penalty for a violation of this Ordinance; all fines are set by the Board of Selectmen annually and will be effective upon adoption by the Board of Selectmen at a public meeting.

HARBOR MASTER: A person appointed pursuant to Title 38 M.R.S.A. § 1 and this Ordinance; all references to the Harbor Master shall include any Deputy Harbor Master.

KENNEBUNKPORT WATERS: Has the meaning defined by Section 1.4.

MOORING: The Means of securing a vessel to a particular location in Kennebunkport Waters, other than temporarily by anchor for a period of no more than 72 hours. Dock, pier, wharf or float tie-ups are not moorings. There are three classes of moorings, Commercial, Recreational and Transient, which are defined below.

Commercial: A Mooring issued to and utilized by a Commercial Fisheries Business for the purpose of mooring a Commercial Fishing Vessel.

Recreational: A Mooring other than a commercial mooring that is permitted for the purpose of mooring a specific Vessel.

Transient: A Mooring set aside for temporary (7 days or less) use by Vessels cruising along the coast.

MOORING PERMIT: An annual permit that is issued by the Harbor Master to a Mooring Permittee, authorizing the placement of a specific class of Mooring at a specific Mooring Site and which expires on May 31 of the year following its issue.

MOORING PERMITTEE: A person granted a Mooring Permit.

MOORING PERMIT WAITING LIST: A list of persons desiring a Mooring Permit as described in Section 4.3.2.

MOORING RELOCATION WAITING LIST: A list of Mooring Permittees desiring relocation of a Mooring Site as described in Section 4.3.2.

MOORING SITE: A specific location assigned by the Kennebunkport Harbor Master for placement of a Mooring, defined by GPS coordinates where practicable.

PERSON: An individual, a corporation, a firm, partnership, an association or any other entity.

SHIP CHANNELS: Ship channels as described herein and depicted on the NOAA nautical chart and other such channels designated by the Harbor Master which shall be kept open for the passage of watercraft. These channels are maintained by the US Army Corps of Engineers and are depicted on the Corps Condition Survey for Cape Porpoise and the Kennebunk River.

SHOREFRONT OWNER: A person who owns Kennebunkport shorefront property with a minimum 100 feet of shore frontage on Kennebunkport Waters who can demonstrate that a Mooring Site fronting their property is both practicable and safe.

VESSEL: Any type of watercraft, including a ship, boat, barge, float or craft, other than a seaplane, used or capable of being used as a means of transportation on water. For purposes of this Ordinance floating docks including commercial work floats and lobster, crab and shellfish cars are vessels.

VESSEL OWNER: The person who can demonstrate the controlling interest in a Vessel and who is named on the boat registration or the person identified as the managing owner on the U.S.C.G. Certificate of Documentation.

3. HARBOR MASTER

3.1 APPOINTMENT AND COMPENSATION

Pursuant to the Kennebunkport Administrative Code, Article III, the Board of Selectmen shall annually appoint a Harbor Master who shall be subject to all the duties and liabilities of that office as prescribed by state law, regulations adopted by the municipal officers and municipal ordinances. Pursuant to the Kennebunkport Administrative Code, Article II, the Town Manager shall establish compensation and may remove the Harbor Master for cause after notice and hearing and appoint another instead.

3.2 POWERS AND DUTIES

3.2.1 Removal of Vessels

The Harbor Master, upon complaint from the master, owner or agent of any Vessel, shall cause any other Vessel or Vessels obstructing the free movement or safe anchorage of that Vessel to be removed to a position as designated by the Harbor Master and may, without any complaint being made, cause any Vessels anchoring within the ship channels to be removed to such anchorage as the Harbor Master may designate. If that Vessel has no crew on board or if the master or other person in charge neglects or refuses to move such Vessel as directed by the Harbor Master, the Harbor Master may put a suitable crew on board and move that Vessel to a suitable berth at a wharf or anchorage at the expense and risk of the owner(s) of the Vessel and shall charge a Vessel Removal Fee plus expenses, to be paid to the Town of Kennebunkport by the master or owner of that Vessel.

Once a Vessel has been removed by the Harbor Master the owner of record shall be notified in writing and mailed a notice via US Mail certified return receipt. Such notice shall give the owner 30 calendar days to relocate the Vessel to a suitable location and pay a Vessel Removal Fee as set by the Board of Selectmen. Should the Vessel not be relocated within the set time period a fine of up to \$100 per day may be assessed until the Vessel is relocated. After 60 calendar days the Vessel may be declared abandoned. Abandoned Vessels may be disposed of at the direction of the Harbor Master.

3.2.2 Mooring Removal or Replacement

In case of neglect or refusal of the Mooring Permittee to remove a Mooring or to replace it by one of a different character when so directed by the Harbor Master, the Harbor Master shall cause the entire Mooring to be removed or shall make such change in the character of the Mooring as required and shall charge a Mooring Removal/Replacement Fee, plus expenses, to be paid to the Town of Kennebunkport by the Mooring Permittee for either of those services rendered. Before removing a Mooring, the Harbor Master shall notify the Mooring Permittee by first class mail, ~~registered return receipt~~ at the address on the current Mooring Application, of the action desired, the fact that the Mooring will be removed, and the amount of the Mooring Removal/Replacement Fee. If the matter is not settled to the Harbor Master's satisfaction within 14 days, the Harbor Master may take any action provided for in this section.

The Harbor Master is authorized to remove any unmarked and/or unauthorized moorings. The Harbormaster may remove the mooring immediately and shall charge a Mooring Removal Fee, plus expenses to be paid to the Town of Kennebunkport by the owner of the unmarked and/or unauthorized mooring.

3.2.3 Training

The Harbor Master shall complete training as required by Title 38 M.R.S.A. §1-A, as amended. In addition the Harbormaster shall be required to attend the annual Harbormaster training by the Maine Harbormasters Association.

4. MOORINGS

4.1 ANCHORAGES

No person shall place or allow to anchor or to lay any Vessel in any position in Kennebunkport Waters for more than 72 hours unless written permission has been granted by the Harbormaster. The Harbormaster may designate a specific area available as a general anchoring area.

4.2 DESIGNATION OF MOORING SITES

The Harbor Master shall designate Mooring Sites in accordance with Title 38 M.R.S.A., § 3, as amended. Mooring Sites shall be permitted for the sole use of the Vessel indicated on the application. Any change in the Vessel using the Mooring Site must be in accordance with this ordinance and state law and have the written approval of the Harbor Master.

The Harbor Master shall have the authority to determine the total number of allowed moorings based on available Mooring Sites. The Harbor Master may consult with the Board of Selectmen and any other appropriate authority to determine mooring areas and their capacity. Commercial Moorings shall comprise at least 60% of the total number of Mooring Sites within Cape Porpoise Harbor. If an existing Commercial Mooring becomes available within Cape Porpoise Harbor, it may not be assigned for use as a Recreational or Transient Mooring if such assignment would cause the number of Commercial Moorings to constitute less than 60% of the total number of available mooring sites within Cape Porpoise Harbor. Mooring Sites outside of Cape Porpoise Harbor may be designated commercial, recreational, or transient at the discretion of the Harbor Master.

The Harbor Master may change the location of assigned Mooring Sites when the crowded condition of the harbor, the need to conform with Title 38 M.R.S.A., §§ 3, 7-A, or other conditions render the change desirable.

4.3 MOORING PERMIT

4.3.1 Application

Application for a Mooring Permit shall be made annually and shall contain the information set forth on the application. The applicant must demonstrate that the applicant is the Vessel Owner of the Vessel associated with the Mooring. —An application will not be processed unless it is complete, the payment of required fees, including excise taxes or other taxes or charges owed to the Town of Kennebunkport, or its agent, are made prior to May 1st and there be a current Mooring Inspection Certification on file with the Harbor Master. At the time of each annual review of Mooring Permits, existing Mooring Permittees shall be given priority over other applications for a Mooring.

The Harbor Master shall deny any application where incorrect information is submitted, where outstanding Kennebunkport pier use fees or fuel fees are owed to the Town, or where an applicant is not in compliance with this ordinance.

4.3.2 Waiting List

The Harbor Master shall maintain a Mooring Permit Waiting List and a Mooring Relocation Waiting List each of which shall be available for inspection at the Harbor Master's office. The operation of all waiting lists shall conform to Title 38 M.R.S.A., § 7-A as amended.

All persons desiring mooring space in Kennebunkport Waters shall place their name and the type of mooring desired on the Mooring Permit Waiting List. All Mooring Permittees desiring a different Mooring Site shall place their names and their desired mooring location on the Mooring Relocation Waiting List. A fee may be charged to be placed on the Mooring Permit Waiting List which shall be applied against the mooring permit fee as a credit the year the mooring is placed. The Mooring Permit Waiting List will be operated on a first come first serve basis, priority being given as stated below:

1. Commercial fishing vessel owners.
2. Shorefront property owners.
3. Recreational vessel owners.
4. Transient moorings to be operated by the Town of Kennebunkport.
5. Transient moorings to be operated by any other person.

The Mooring Relocation Waiting List will be operated on a first come first serve basis. The Harbor Master shall attempt to accommodate any request for a relocated Mooring Site when, in the Harbor Master's discretion, conditions do not render the relocation undesirable, and the relocation is consistent with Section 4.2.

4.3.3 To Whom Issued

A Recreational Mooring Permit shall only be issued to the Vessel Owner and a Commercial Mooring Permit shall only be issued to an officer or principal of the Commercial Fisheries Business. A Transient Mooring Permit shall be issued to the person who will maintain and operate the Transient Mooring.

4.3.4 Conversion

A Mooring shall not be converted from the class of Mooring originally permitted if such conversion would be inconsistent with Section 4.2.

4.4 MOORING IDENTIFICATION

All Moorings shall have the number of the Mooring Permittee indicated on the float or buoy above the water line for the purposes of identification. Such number and name shall be displayed in at least three (3) inch letters and be legible at all times. Mooring buoys shall be white with a single blue horizontal band clearly visible above the water line.

4.5 PLACEMENT OF MOORINGS

No person shall place a Mooring of any type within the boundaries of Kennebunkport Waters without a Mooring Permit issued by the Town of Kennebunkport's Harbor Master.

4.6 SIZE AND CONSTRUCTION

All Moorings shall be of a suitable size and construction for the Vessel. Mushroom or pyramid anchors are recommended, unless the owner can demonstrate holding power adequate for his boat. Blocks are permitted however they may only be granite; concrete or cement blocks are not allowed. The weight of the Mooring anchor shall conform to the requirements of either the chart or formulas below. Chain size shall conform to the chart below, regardless of whether the weight conforms to the chart or formulas below.

Length of Boat (Feet)	Weight of Mooring Anchor (Pounds)	Chain Size (Minimum)
20' Or Less	500	1/2"
20' To 30'	1000	1"
30' To 40'	1500	1 1/4"
40' To 60'	2000	1 1/2"

Mooring weight: To determine the minimum weight of a mushroom or pyramid anchor, multiply the length on deck (ft.) by the beam (ft.) by 1.5. The product is the minimum mooring weight in pounds.

Example: Boat length 31 ft., beam 10 ft. $31 \times 10 \times 1.5 = 465$ lbs. minimum weight. Round up to the next even mooring size.

Shallow water (restricted) moorings: are set in less than 6 feet of water at high tide for boats twenty (20) feet or less. Minimum Requirements shall be length x beam = anchor weight for mushroom or pyramid anchors (minimum weight 50 pounds).

Dead weight anchors length x beam x 1.5 x 2 = dead weight.

4.7 INSPECTION OF MOORINGS

The Board of Selectmen shall have the authority to approve regulations to establish a program requiring the inspection of moorings.

4.8 DENIAL

The Harbor Master may deny the replacement or use of a Mooring if in the judgment of the Harbor Master, the Vessel is:

- 4.8.1** Structurally unsafe;
- 4.8.2** Emitting obnoxious fumes, oils, or any other substance detrimental to the safety or comfort of others, including any pollution of its waters, shores and flats;
- 4.8.3** Of inappropriate size for the Mooring; or
- 4.8.4** Causing damage to Town owned waterfront facilities.

4.9 NON-USE OF MOORINGS

If a Mooring Permittee fails to use the assigned Mooring Site or Mooring for the Vessel listed on the current Mooring Permit during the term (June 1 to May 31) of that permit, the Mooring Permit shall not be renewed. A Mooring Permittee may appeal such non-renewal to the Board of Selectmen pursuant to Section 10 of this Ordinance.

4.10 MOORING ASSIGNMENTS

4.10.1 There shall be no transfer of a Mooring Permit or an assigned Mooring Site and no renting of a Recreational or Commercial Mooring, except for good cause with the prior written approval of the Harbor Master and, if otherwise required by law, the Army Corps of Engineers, or as otherwise noted in this ordinance. Municipal and Commercial Transient moorings are permitted to be rented.

4.10.2 A Mooring Permittee shall promptly notify the Harbor Master of a proposed change of Vessel on a Recreational or Commercial Mooring. Such change of Vessel shall be permitted only with the prior written approval of the Harbor Master.

4.10.3 Any assigned Mooring Site used for commercial fishing purposes may be transferred only at the request or death of the Permittee, and only to a member of the Permittee's family and only if the mooring assignment will continue to be used for commercial purposes. For the purpose of this section, "member of the permittee's family" means a Permittee's parent, child, or sibling, by birth or by adoption including a relation of the half blood or an assignee's spouse.

4.10.4 As of the effective date of this Ordinance a vessel may only be assigned to a single mooring site.

5. FEES AND FINES

The Board of Selectmen shall establish and provide for the collection of Fees including but not limited to Fees for Mooring Permits and the Mooring Permit Waiting List, and may establish and provide for the collection of Fees for the inspection of moorings. The Board of Selectmen may establish and provide for the collection of Fines for violations of this Ordinance. Such Fees may be a flat amount or vary according to the size of the Vessel. Fines may be a flat amount or vary according to the infraction or violation. The Vessel Removal Fee and Mooring Removal/Replacement Fee shall be consistent with Title 38 M.R.S.A. §§ 4.5. A schedule of the Fees and Fines established under this section shall be available at the Town Office and from the Harbor Master. Fees and

Fines shall be set by the Board of Selectmen annually and will be effective upon adoption by the Board of Selectmen at a public meeting. If a Fee and Fine is not paid in the prescribed time, after billing, the Mooring Permit will be void and the Mooring Site reassigned to the next eligible individual on the Mooring Permit Waiting List.

6. ABANDONMENT

No person shall cause to be abandoned any Vessel, floating device, cradle, or any other obstruction on the shore within Kennebunkport Waters. Any such object left within the confines of Kennebunkport Waters and which has been unattended for a period of ninety (90) days shall be deemed to be abandoned. The Harbor Master shall then order the last owner of any such abandoned Vessel, floating device, cradle or other obstruction, if such owner is ascertainable, to remove same within thirty (30) days. Upon refusal or failure to do so, the Harbor Master shall cause its removal or destruction at the cost of the said last ascertainable owner. Any violation of the above shall be considered a Class E crime pursuant to Title 38 M.R.S.A. § 9, and further punishable as set forth in this Ordinance.

7. POLLUTION

Except in case of emergency imperiling life or property or unavoidable accident, collision, or stranding, no person shall discharge, or suffer, or permit the discharge of sewage, garbage, trash or other refuse of any kind, by any method, means, or manner into or upon Town wharves or docks or Kennebunkport Waters.

8. RULES AND REGULATIONS

The Harbor Master shall recommend to the Board of Selectmen for adoption such rules and regulations as shall be necessary to implement the intent of this ordinance.

9. ENFORCEMENT

9.1 ENFORCEMENT BY THE HARBOR MASTER

It is the duty of the Harbor Master to enforce the provisions of this Ordinance. No person shall fail to observe any lawful order of the Harbor Master with reference to the navigation and disposition of Vessels or Moorings within Kennebunkport Waters. If, after investigation, the Harbor

Master finds that any provision of this Ordinance is being violated, he or she shall give written notice delivered by hand, if the owner agrees to sign a receipt for the notice, or by certified mail, return receipt requested, to the person responsible for such violation, and/or to the owner and/or to the operator of such Vessel. The notice shall indicate the nature of the violation and order the action necessary to correct it, including discontinuance of illegal use of moorings, or work being done, removal of illegal moorings, fishing equipment and abatement of nuisance conditions. The notice shall demand that the violation be abated within some designated reasonable time. If after such notice, the violation is not abated within the time specified, the Harbor Master shall take appropriate measures to enforce this Ordinance including notifying the Selectmen of the need to institute appropriate action in the name of the Town of Kennebunkport to prevent, enjoin, restrain or abate any violation of this Ordinance. A copy of each such notice of violation shall be submitted to the Board of Selectmen and be maintained as a permanent record.

9.2 ENFORCEMENT BY LAW ENFORCEMENT OFFICERS

In addition to the Harbor Master, any law enforcement officer vested with the authority to carry a weapon and make an arrest shall have the authority to enforce the provisions of this Ordinance.

9.3 MISDEMEANOR FINES; SEPARATE VIOLATIONS

Any person who violates any provision of this Ordinance or a lawful order of the Harbor Master shall be subject to a Fine. Each day that a violation continues, without action to effect abatement after receipt of notification by the Harbor Master, shall be considered a separate violation for purposes of this section. Pursuant to 38 M.R.S.A. § 13, an intentionally, knowingly, or recklessly failing to obey any lawful order of the harbormaster is a Class E Crime.

9.4. LEGAL ACTION

The Harbor Master may impose Fines as approved by the Board of Selectmen as may be appropriate to enforce any provision of this Ordinance. The Board of Selectmen, upon notice from the Harbor Master, are hereby authorized and directed to institute any and all action and proceedings, either legal and/or equitable, including seeking injunctions of violations and the collection of Fees or Fines as may be appropriate or necessary to enforce the provisions of this ordinance in the name of the Town. In any such action in which the town prevails, the town shall be awarded reasonable attorney's fees and the cost of suit in addition to any other relief to which it may be entitled.

10. APPEALS

The Board of Selectmen shall hear and decide appeals alleging error by the Harbor Master in the administration of this ordinance. The aggrieved person must make a written appeal within thirty (30) days of the date of the decision being appealed and the Board of Selectmen shall hold a public hearing within thirty (30) days from the date of receipt of the appeal. The Board may establish additional rules and procedures for such hearings. A party aggrieved by the decision of the Board may appeal it to Superior Court within thirty (30) days from the date of the original decision pursuant to Maine Rules of Civil Procedure, Rule 80B.

CERTIFICATION OF PROPOSED ORDINANCE

TO: Tracey O'Roak, the Town Clerk of the Town of Kennebunkport. In the name of the State of Maine, we hereby certify that the Ordinance entitled:

**"Proposed Revision to Land Use Ordinance
regarding Growth Management Permit Required"**

attached hereto as Exhibit A is a true copy of the Ordinance proposed for enactment at the Special Town Meeting of the Town of Kennebunkport to be held on November 7, 2017.

Dated this 7th day of September, 2017, at Kennebunkport, Maine.

Stuart E. Barwise

Sheila A. Matthews-Bull

Edward W. Hutchins

Allen A. Daggett

Patrick A. Briggs

A majority of the Board of Selectmen of the Town of Kennebunkport

Exhibit A

Proposed Revision to Land Use Ordinance regarding Roomers and Residential Rental Accommodations

11.12 Growth Management Permit Required

- A. Purpose. The purpose of this section is to:
1. Ensure fairness in the allocation of building permits between sub-dividers and single lot property owners.
 2. Avoid a situation in which the rapid completion of major subdivisions could outstrip the Town's capability to expand its municipal services.
 3. Guide the Town's growth in an orderly fashion so that the annual increase in population can be adequately served by community facilities as those services are needed.
 4. Manage the Town's future residential growth in a manner consistent with the Town of Kennebunkport's Comprehensive Plan.
- B. Compliance required; violations.
1. All new dwelling units, including new manufactured housing dwelling units, within the Town, whether occupied permanently or seasonally, shall conform with the provisions of this section. It shall be a violation of this section for any person to construct or place a new dwelling unit within the Town, without first having obtained a growth management permit and building permit, in accordance with this section and Article 11, from the Code Enforcement Officer, unless such construction or placement constitutes an exception under this section.
 2. If a dwelling unit has been constructed or placed without a growth management permit or building permit as required under the provisions of this Ordinance, it shall also be a violation for any person to convey such dwelling unit.
- 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; and
3. The construction or alteration of a nonresidential building or structure.
4. The Construction or alteration of a new Accessory Apartment.



Agenda Item Divider



7

TOWN OF KENNEBUNKPORT, MAINE

Guidelines for the Selection of the Eldest Citizen to hold the BOSTON POST CANE

The Boston Post Cane tradition was established in 1909 by Edwin Grozier, Editor and Publisher of the *Boston Post Newspaper*. On August 2, 1909 in letters sent to 700 Boards of Selectmen of towns in Maine, Massachusetts, New Hampshire, and Rhode Island, Grozier asked them to be trustees of the 700 ebony, gold topped canes that he had contracted to be made during the previous year. A special cane was then presented to the governing authority in 431 towns in New England who responded to the letter, to be presented as an honor to each town's oldest resident. The recipient held the honor as long as he/she lived or moved from the town's boundaries.

Upon his or her death (or relocation outside of the municipality) the cane would be awarded to the next oldest resident. A stipulation in the letter was that the original Cane would belong to the town and not the citizen who received it in order to provide for the preservation and public awareness of the tradition. To provide for preservation and public awareness of the tradition and protection of the cane from loss or damage, the Kennebunkport Board of Selectmen hereby establish the following protocol for the selection of the *Eldest KENNEBUNKPORT Citizen* who is the rightful holder of said title and for the appropriate recognition of said citizen.

Eligibility and Selection:

The holder of the Cane shall be at least 90 years old or older and must have resided in the Town of KENNEBUNKPORT for at least the past 20 years. If a situation arises where these conditions cannot be met, the Board of Selectmen may modify this requirement by a majority vote at a scheduled and advertised meeting.

The term 'resident' refers to a person who has physically resided at a fixed, permanent and principal home in the town and whose name has appeared within town records.

The Board of Selectmen recognizes that numerous individuals establish residency in our town late in life. Therefore, the determination of who the eldest citizen is shall be confirmed by supporting documents received through the nomination process. Furthermore, the Board of Selectmen recognizes that the eldest citizen may not wish to receive the title and therefore asserts that in such cases; the recognition will be made to the next eldest citizen that wishes to hold the title.

Method to Search for Oldest Resident:

The Town Clerk shall place a notice in the local newspaper (*and in other locations where official notices are placed*) and contact the Kennebunkport Historical Society announcing the search for nominations for the title of KENNEBUNKPORT'S Eldest Citizen from among those residents who are at least 90 years older and have been a resident of the town for the past 20 years.

All nominations must be received in the Town Clerk's Office 30 days from the date of the posting of the notice. The search may also include an informal survey, voter registration records and general public knowledge. The Town Clerk will work with the Kennebunkport Historical Society to make informal inquiries to civic groups, and churches. Nominations may also be submitted by family or friends. A nomination form may be obtained from the Town Clerk's Office or on-line at www.kennebunkportme.gov.

Presentation:

A member of the Board of Selectmen or his/her designee, a member of the Historical Society and the Town Clerk as witness shall bestow the title of "Eldest Citizen" upon the selectee and present him/her with a replica cane and certificate signifying the honor and shall cause the name of the honoree to be inscribed on a plaque to be displayed at town hall.

The location of the presentation will be determined according to the circumstances of the honoree.

The recipient will retain this honor and the cane as long as the individual lives even though another resident may become eligible. The Town Clerk's Office must be notified if the recipient of the Boston Post Cane dies or otherwise refuses or returns the honor. At that time, the Town Clerk shall determine the new oldest resident of Town of KENNEBUNKPORT.

Given under our hands, this 7th day of September 2017.

Stuart E. Barwise

Sheila A. Matthews-Bull

Edward W. Hutchins

Allen A. Daggett

Patrick A. Briggs

A majority of the Selectmen of the Town of Kennebunkport, Maine

TOWN OF KENNEBUNKPORT BOSTON POST CANE RECIPIENT NOMINATION CHECKLIST

Name of Nominee: _____ Maiden Name: _____

Nominee's Date of Birth: _____ Telephone Number: _____

Dates of Residency Reported: _____ Nominator Name: _____

Items confirmed by the Town Clerk's Office which can be used to determine eligibility.

Age Verification – Part I			
Qualifying Questions	YES / NO	ID # / Document	Time span / Misc. Notes
Were they born in Kennebunkport / Is the Birth Certificate on file?			
Have they been residents of Kennebunkport for the past 20 years?			
Are they registered to Vote in Kennebunkport?			
<i>If the nominee has not lived here at least 20 years, they are not eligible. Stop the application process!</i>			
Residency Verification – Part II			
<i>Please complete at least one of these questions and record the historic information below.</i>			
Do they own, rent or reside at a property in Town? If so, what is the street address?			
Have they had cars registered in the past?			
Have they served on Town Committees?			
Do they have a MOSES ID tied to Kennebunkport?			

Miscellaneous

 Information: _____

Date reviewed: _____ Town Clerk's Signature: _____

Boston Post Cane

The Boston Post Cane tradition was established in 1909 by Edwin A. Grozier, Editor & Publisher of the *Boston Post Newspaper*. A special cane of ebony and 14k gold was furnished to the Selectmen in 431 New England towns to be presented to the towns' oldest citizen.

The Town of Kennebunkport presents this Certificate as recipient in symbolic representation

to:

XXXXXXXXXXXXXX

Born XXXXXXXXXX

Chairman, Board of Selectmen

Town Manager

Given on this ____ day of ____, 2017

Attest: Town Clerk



Agenda Item Divider





Town of York
186 York Street
York, Maine 03909-1314

8

Town Manager/
Selectmen
(207)363-1000

Town Clerk/
Tax Collector
(207)363-1003

Finance/
Treasurer
(207)363-1004

Code Enforcement
(207)363-1002

Planning
(207)363-1007

Assessor
(207)363-1005

Police Department
(207)363-1031

Dispatch
(207)363-4444

York Beach Fire
Department
(207)363-1014

York Village Fire
Department
(207)363-1015

Public Works
(207)363-1011

Harbor Master
(207)363-1000

Senior Center
(207)363-1036

Parks and
Recreation
(207)363-1040

Fax
(207)363-1009
(207)363-1019

www.yorkmaine.org

August 23, 2017

Town of Kennebunkport, Maine
Attn: Town Manager Laurie Smith
6 Elm Street
Kennebunkport, ME 04046

Dear Ms. Smith:

Attached are two copies of the Agreement for Public Safety Answering Point Service for the Town of Kennebunkport signed by four of our Board of Selectmen (our apologies, the fifth Selectmen is out of Town) and Town Manager.

At your convenience, please send along a copy signed by yourself and Board of Selectmen onto our office. We very much look forward to working with you, let me know if you need anything further.

Sincerely,

Melissa M. Avery
Assistant to the Town Manager
mmavery@yorkmaine.org
207-363-1000

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, 2017 and expiring on August 31, 2020 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 on 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 of \$9,960 for receiving E-911 calls. For routing calls for emergency medical and fire service, Kennebunkport shall pay York \$45,000 for the initial year of this Agreement with a 2% escalator for each following year. Payments shall be made in equal semiannual 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. The York Police Chief shall respond in writing as to the outcome of all complaints and/or concerns to the Kennebunkport Police Chief within a reasonable amount of time.
- Representatives 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 ie. (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 limitations of liability available to the Parties under applicable law, including the Maine Tort Claims Act.

10. 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 for any reason, such provision(s) shall be severed and the parties shall negotiate in good faith to amend this Agreement so as to effect 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.

11. Adoption:

- This Agreement shall be effective as of the date set forth in Section 2 (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 14 day of August, 2017.

Board of Selectmen of Kennebunkport

 Town Manager

 Elizabeth D. Blanchard

Board of Selectmen of York

 Town Manager



Agenda Item Divider






TOWN OF KENNEBUNKPORT, MAINE

~ INCORPORATED 1653 ~

MAINE'S FINEST RESORT

To: Board of Selectmen/Assessors

From: Becky R. Nolette, CMA, Assessors Agent 

Date: September 1, 2017

Re: Abatement – Robert & Dana Holland, 155 Wildes District Road

We received an abatement application, requesting a reduction in land value due to a discrepancy in the overall parcel size. Upon request, Mr. Holland provide a copy of a survey showing that the actual area of the parcel was 38,580 sq.ft., not the 1.40 acres he was being assessed for.

After making the adjustment, the land value is decreased by \$20,400, resulting in an abatement of \$178.10.

For your information, I have included the abatement application, a copy of the survey and the necessary documents for your signatures.

It is my recommendation that the abatement be granted at your September 7th, 2017 meeting.

Town of Kennebunkport

Number 2017-2

Certificate of Abatement

36 M.R.S.A. § 841

2017

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

Date Granted: September 7, 2017

Type of Tax: Real Estate

Tax Year: April 1, 2017

Amount Abated: \$178.10
Value abated: \$20,400

Taxpayer: Robert W. & Dana T. Holland
104 Hull Street
Newton, MA 02460

Location: 155 Wildes District Road

MBL: 22/5/22 – Tax Acct.# 1234

Reason: Per survey, land area changed.

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

Date: September 7th, 2017

Patrick A. Briggs

Stuart Barwise

Allen A. Daggett

Edward W. Hutchins

Sheila Matthews-Bull

Board of Assessors/Selectmen

KENNEBUNKPORT ASSESSOR'S OFFICE
APPLICATION FOR ABATEMENT OF PROPERTY TAXES
(Pursuant to Title 36 M.R.S.A. § 841)

AUG 31 2017



1. NAME OF APPLICANT: Robert W. Holland, Jr.
2. ADDRESS OF APPLICANT: 104 Hill Street, Newton, MA 02460
3. TELEPHONE NUMBER: 617-872-6935
4. STREET ADDRESS OF PROPERTY: 155 Wildes District Road,
5. MAP/BLOCK/LOT: 22-5-22 Kennebunkport, ME 04046
6. ASSESSED VALUATION:
- | | | | |
|-----|-----------|----|---------|
| (a) | LAND: | \$ | 645,400 |
| (b) | BUILDING: | \$ | 126,800 |
| (c) | TOTAL: | \$ | 772,200 |
7. OWNER'S OPINION OF CURRENT VALUE:
- | | | | |
|-----|-----------|----|---------|
| (a) | LAND: | \$ | 625,000 |
| (b) | BUILDING: | \$ | 126,800 |
| (c) | TOTAL: | \$ | 751,800 |
8. ABATEMENT REQUESTED (VALUATION AMOUNT): 20,400
9. TAX YEAR FOR WHICH ABATEMENT REQUESTED: FY 2018
10. AMOUNT OF ANY ABATEMENT(S) PREVIOUSLY GRANTED BY THE ASSESSOR FOR THE ASSESSMENT IN QUESTION: N/A

11. REASONS FOR REQUESTING ABATEMENT. PLEASE BE SPECIFIC, STATING GROUNDS FOR BELIEF THAT PROPERTY IS "OVER-VALUED" FOR ASSESSMENT PURPOSES. ATTACH EXTRA SHEETS IF NECESSARY. Please submit any documentation available to support your claim.

Square Footage of lot (38,580) - .88 acres is less
than town record of 1.4 acres
per site survey attached

The above statements are correct to the best of my knowledge and belief.

Date 30 August-2017

[Signature]
Signature of Applicant

THIS APPLICATION MUST BE SIGNED

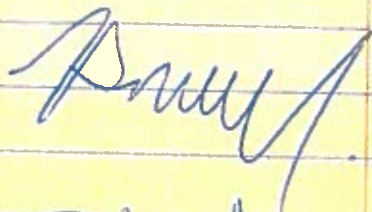
A separate application form should be filed for each separately assessed parcel of real estate believed to be "over-valued."

TO: Deb Briggs

FR: Robert Holland

DT: May 31, 2017

I give permission for you
to send the PDF of my most
recent survey to Becky Nobile
in the town offices.



Robert W. Holland, D.

USE DATA

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD	AE	AF	AG	AH	AI	AJ	AK	AL	AM	AN	AO	AP	AQ	AR	AS	AT	AU	AV	AW	AX	AY	AZ	BA	BB	BC	BD	BE	BF	BG	BH	BI	BJ	BK	BL	BM	BN	BO	BP	BQ	BR	BS	BT	BU	BV	BW	BX	BY	BZ	CA	CB	CC	CD	CE	CF	CG	CH	CI	CJ	CK	CL	CM	CN	CO	CP	CQ	CR	CS	CT	CU	CV	CW	CX	CY	CZ	DA	DB	DC	DD	DE	DF	DG	DH	DI	DJ	DK	DL	DM	DN	DO	DP	DQ	DR	DS	DT	DU	DV	DW	DX	DY	DZ	EA	EB	EC	ED	EE	EF	EG	EH	EI	EJ	EK	EL	EM	EN	EO	EP	EQ	ER	ES	ET	EU	EV	EW	EX	EY	EZ	FA	FB	FC	FD	FE	FF	FG	FH	FI	FJ	FK	FL	FM	FN	FO	FP	FQ	FR	FS	FT	FU	FV	FW	FX	FY	FZ	GA	GB	GC	GD	GE	GF	GG	GH	GI	GJ	GK	GL	GM	GN	GO	GP	GQ	GR	GS	GT	GU	GV	GW	GX	GY	GZ	HA	HB	HC	HD	HE	HF	HG	HH	HI	HJ	HK	HL	HM	HN	HO	HP	HQ	HR	HS	HT	HU	HV	HW	HX	HY	HZ	IA	IB	IC	ID	IE	IF	IG	IH	II	IJ	IK	IL	IM	IN	IO	IP	IQ	IR	IS	IT	IU	IV	IW	IX	IY	IZ	JA	JB	JC	JD	JE	JF	JG	JH	JI	IJ	JK	KL	JM	JN	JO	JP	JQ	JR	JS	JT	JU	JV	JW	JX	JY	JZ	KA	KB	KC	KD	KE	KF	KG	KH	KI	KJ	KK	KL	KM	KN	KO	KP	KQ	KR	KS	KT	KU	KV	KW	KX	KY	KZ	LA	LB	LC	LD	LE	LF	LG	LH	LI	LJ	LK	LL	LM	LN	LO	LP	LQ	LR	LS	LT	LU	LV	LW	LX	LY	LZ	MA	MB	MC	MD	ME	MF	MG	MH	MI	MJ	MK	ML	MM	MN	MO	MP	MQ	MR	MS	MT	MU	MV	MW	MX	MY	MZ	NA	NB	NC	ND	NE	NF	NG	NH	NI	NJ	NK	NL	NM	NN	NO	NP	NQ	NR	NS	NT	NU	NV	NW	NX	NY	NZ	OA	OB	OC	OD	OE	OF	OG	OH	OI	OJ	OK	OL	OM	ON	OO	OP	OQ	OR	OS	OT	OU	OV	OW	OX	OY	OZ	PA	PB	PC	PD	PE	PF	PG	PH	PI	PJ	PK	PL	PM	PN	PO	PP	PQ	PR	PS	PT	PU	PV	PW	PX	PY	PZ	QA	QB	QC	QD	QE	QF	QG	QH	QI	QJ	QK	QL	QM	QN	QO	QP	QQ	QR	QS	QT	QU	QV	QW	QX	QY	QZ	RA	RB	RC	RD	RE	RF	RG	RH	RI	RJ	RK	RL	RM	RN	RO	RP	RQ	RR	RS	RT	RU	RV	RW	RX	RY	RZ	SA	SB	SC	SD	SE	SF	SG	SH	SI	SJ	SK	SL	SM	SN	SO	SP	SQ	SR	SS	ST	SU	SV	SW	SX	SY	SZ	TA	TB	TC	TD	TE	TF	TG	TH	TI	TJ	TK	TL	TM	TN	TO	TP	TQ	TR	TS	TT	TU	TV	TW	TX	TY	TZ	UA	UB	UC	UD	UE	UF	UG	UH	UI	UJ	UK	UL	UM	UN	UO	UP	UQ	UR	US	UT	UU	UV	UW	UX	UY	UZ	VA	VB	VC	VD	VE	VF	VG	VH	VI	VJ	VK	VL	VM	VN	VO	VP	VQ	VR	VS	VT	VU	VV	VW	VX	VY	VZ	WA	WB	WC	WD	WE	WF	WG	WH	WI	WJ	WK	WL	WM	WN	WO	WP	WQ	WR	WS	WT	WU	WV	WW	WX	WY	WZ	XA	XB	XC	XD	XE	XF	XG	XH	XI	XJ	XK	XL	XM	XN	XO	XP	XQ	XR	XS	XT	XU	XV	XW	XX	XY	XZ	YA	YB	YC	YD	YE	YF	YG	YH	YI	YJ	YK	YL	YM	YN	YO	YP	YQ	YR	YS	YT	YU	YV	YW	YX	YZ	ZA	ZB	ZC	ZD
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AIRFARE TOTAL = Total of \$1497.14		spot departure = 1400	
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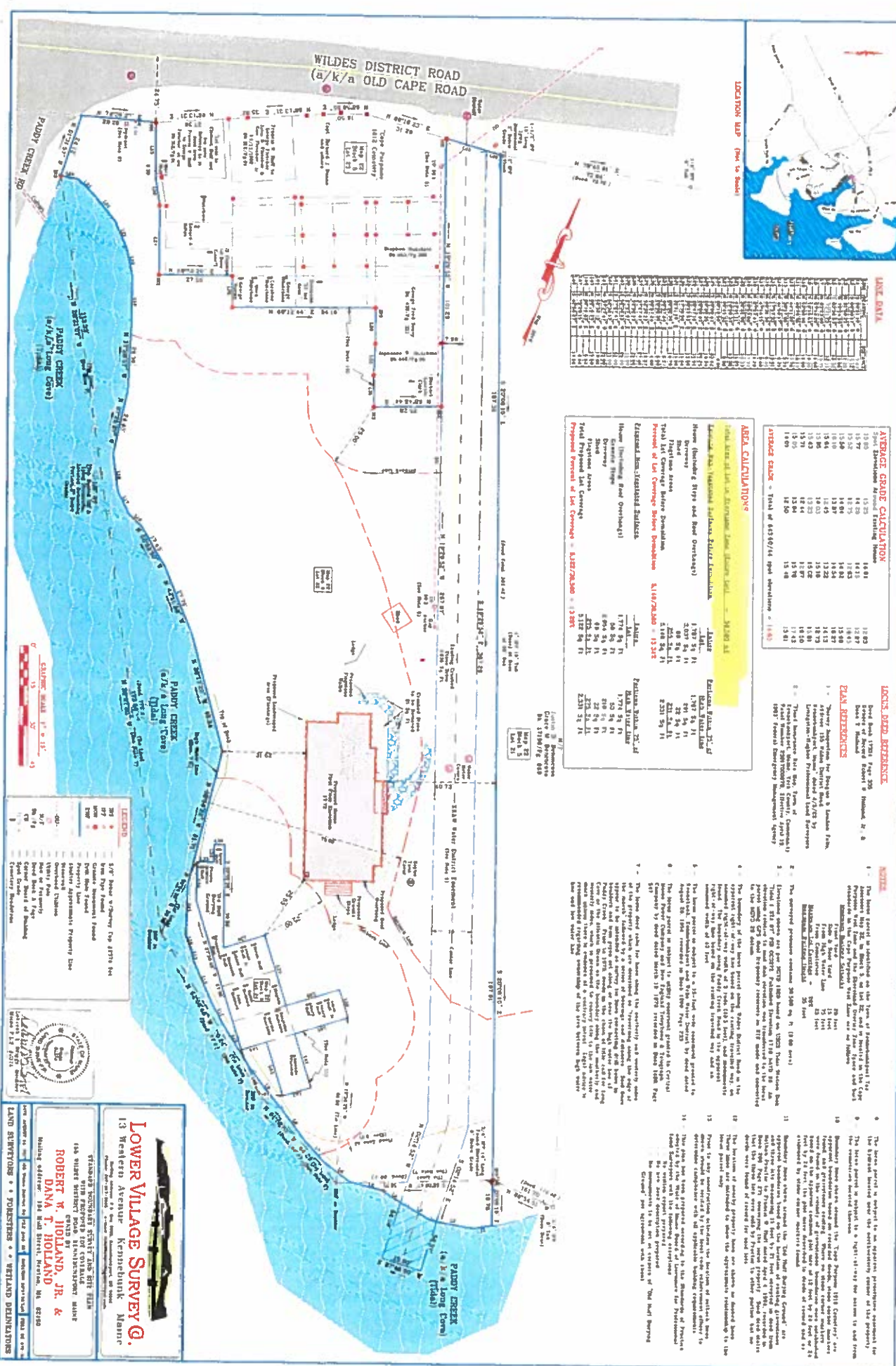
LOCAL, DIED, BIRTHDAYS

Died: South 1724 Page
Roxbury of Roxbury School
Died: 1724 Page

PLAN, BIRTHDAYS

1724 Page
Roxbury of Roxbury School
Died: 1724 Page

Providence, R.I. 4
to 6 London Field
4/3/52 by
and Lead Services
from of
Committee, Committee
Effective April 19,
Management Agency

[illegible][illegible][illegible][illegible]

CURRENT OWNER		TOPO.	UTILITIES	STRT./ROAD	LOCATION	CURRENT ASSESSMENT	
HOLLAND, DANA T & ROBERT W	3 Below Street	1 Town/Public	1 Paved	C Cape Porpoise West	RESIDENTIAL	Assessed Value	Assessed Value
104 HULL STREET	7 Swampy			2 Oceanfront - Reside	RESIDENTIAL	126,700	126,700
NEWTON, MA 02460	8 Edge				RESIDENTIAL	645,400	645,400
Additional Owners:						100	100

SUPPLEMENTAL DATA	
Other ID: 1234	House Color
CURRNT USE: 1234	
EST YEAR: 1234	
FMP EXPIRES	
GAS ID: 1654	ASSOC PID#

RECORD OF OWNERSHIP		BK-VOL/PAGE	SALE DATE	q/u	v/i	SALE PRICE	V.C.
HOLLAND, DANA T & ROBERT W	17334/335	10/03/2016	1	510,000	04		
VALADE DAVID S	15844/238	04/09/2010	Q	449,000	00		
FALLS RICHARD C & LOUISE	02319/0175	03/01/1978	U	0			
Total:							

EXEMPTIONS		Amount	Code	Description	Number	Amount	Comm. Int.
Year	Type						
Total:							

ASSESSING NEIGHBORHOOD		Street Index Name	Batch
NHID/ SUB	NHID Name		
0001A			

NOTES	
OLIVE 1A	
BACK-UP ELECTRIC	
2018-CK ON REPLACMENT SFD & NEW PX	
2017	
Per Survey acreage adjusted	
35,580 sq ft	

BUILDING PERMIT RECORD		Amount	Insp. Date	% Comp	Date Comp.	Comments
Permit ID	Issue Date	Description				
PENDI	08/25/2017	RSFD Replacement SFD		0		REPLACEMENT SFD, FOUNDATION PREVIOUSLY ISS
BLP#10	06/26/2017	BP Blasting		0		BLASTING PERMIT
17-150	04/04/2017	FOUN Foundation Only		0		FOUNDATION ONLY
17-68	08/26/2013	DEST Demolish Structure		0		DEMO SFD
13-259	11/19/2012	RE RE Residential Re		0		2 NEW WINDOWS
12-294	07/12/2011	RS Residential		0		REMOVE WINDOWS & DOORS
11-201		RE Remodel		0		INTERIOR RENOV OF KITCHEN AND LIVING ROOM

LAND LINE VALUATION SECTION		Unit	Price	Factor	Adj	Notes-Adj	Special Pricing	Spec Use	Spec Calc	S Adj	Unit Price	Land Value
#	Use	Code	Depth	Front	D	Zone	CPW	CPW				
1	1012	Single Fam Ocean										
1	1012	Single Fam Ocean										

Total Card Land and Units:		1.40 AC	Parcel Total Land Area: 1.4 AC	Total Land Value:		645,400
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CURRENT OWNER HOLLAND, DANA T & ROBERT W 104 HULL STREET NEWTON, MA 02460 Additional Owners:		TOPO. 3 Below Street 7 Swampy 8 Ledger	UTILITIES 1 Town/Public	STRT./ROAD 1 Paved	LOCATION C Cape Porpoise West 2 Oceanfront - Reside	CURRENT ASSESSMENT Code Description 1012 RESIDNTL 1012 RES LAND 1012 RESIDNTL	Assessed Value 126,700 625,000 100	Assessed Value 126,700 625,000 100	Assessed Value 126,700 625,000 100
Other ID: 1234		SUPPLEMENTAL DATA House Color		ASSOC PID#		VISION			
CURRENT USE: 1ST YEAR 1234 EMP EXPIRES									
GIS ID: 1654									

RECORD OF OWNERSHIP				SALE DATE				SALE PRICE			
BK-VOL/PAGE				q/n v/i				P.C.			
HOLLAND, DANA T & ROBERT W				17334/ 335				10/03/2016			
VALADE DAVID S				15844/ 238				04/09/2010			
FALLS RICHARD C & LOUISE				02319/0175				03/01/1978			

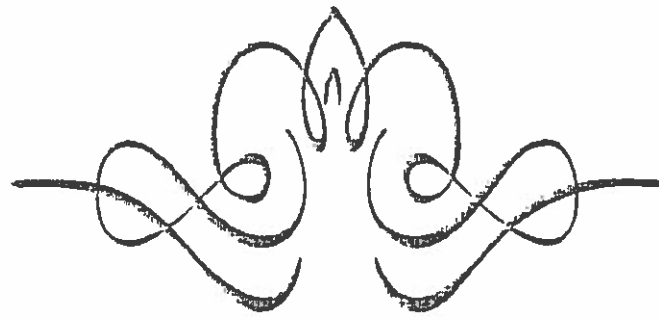
EXEMPTIONS				OTHER ASSESSMENTS			
Year	Type	Description	Amount	Code	Description	Number	Amount
Total:				Total:			
772,200				772,200			

ASSESSING NEIGHBORHOOD			
NRHD SUB	NRHD Name	Tracing	Batch
0001/A			

NOTES			
9/2017 - LAND AREA CHANGED PER SURVEY FROM 1.4 ACRES (ABATED)			
Total Appraised Parcel Value			
751,800			

BUILDING PERMIT RECORD				VISIT/ CHANGE HISTORY			
Permit ID	Issue Date	Type	Description	Amount	Insp. Date	% Comp	Date
PEND1	08/25/2017	RSFD	Replacement SFD	408,400	0	0	11/12/2008
BLP#10	06/20/2017	BP	Blasting	32,500	0	0	07/30/2008
17-150	04/04/2017	FOUN	Foundation Only	18,200	0	0	04/02/1997
17-68	08/26/2013	DEST	Demolish Structure	1,000	0	0	
13-259	11/19/2012	HERE	Residential Re	8,000	0	0	
12-294	07/12/2011	RS	Residential	22,400	0	0	
11-201		RE	Remodel				

LAND LINE VALUATION SECTION				Special Pricing				Special Pricing			
B	Use	Code	Description	Zone	D	Front	Depth	Units	Unit Price	Factor	Adj.
1	1012	Single Fam Ocean		CPW				38,580	SF	2.40	4,5000
Total Card Land and Units:				0.89 AC				Parcel Total Land Area: 0.89 AC			
Total Land Value:				625,000				625,000			



Agenda Item Divider



(10)

TOWN OF KENNEBUNKPORT
Street Opening Permit

PROPERTY INFORMATION

Name of Homeowner: Binnagle Hill Development, LLC Date: August 31, 2017
Address: P.O. Box 261 Kennebunk, ME 04043
Telephone: 207-985-3646 Map, Block, Lot: _____
Street to be excavated: New Biddleford Road
Size of excavation (length and width): Approx 1100' x 6'
Reason for excavation: Installation of new sewer line & services and new water line
Permit Conditions: If there is, any intrusion into the black top, road should be paved from curb to curb.
Base pavement in fall of 2017 & surface pavement in spring 2018

CONTRACTOR INFORMATION

Date of excavation: September 25 - November 17
Name of Contractor: Foglio Inc.
Address: P.O. Box 308 Waterboro, ME 04087
Telephone: 207-247-4186 Fax: 207-247-6910

BOND & INSURANCE INFORMATION

Performance Bond: ☐ Cash ☐ Check ☐ Money Order ☒ Surety Bond ☐ Other
Bond Amount: \$24,000
Company that issued the bond (if applicable): _____
Person or entity providing the bond to the Town (contractor, property owner, other): Contractor
Insurance Company: Acadia Insurance Co.
Signature of person completing the application: [Signature] Date: 8/31/17

APPROVED

Highway Superintendent: [Signature] Selectmen: _____
Selectmen: _____ Selectmen: _____
Selectmen: _____ Selectmen: _____
Date Approved: _____

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

Application Fee: \$25.00
Date Paid: 9/1/17
Amount Paid: 125-
☐ Cash ☒ Check ☐ Money Order
54651

LICENSE OR PERMIT BOND

BOND NO. S-860964

KNOW ALL MEN BY THESE PRESENTS THAT WE,
Foglio Inc

978 Main St Waterboro ME 04087 as Principal, and
NGM Insurance Company, a Florida corporation with its principal
office at 4601 Touchton Rd East Ste 3400 Jacksonville, FL 32245-6000, as Surety,

are held and firmly bound unto

Town of Kennebunkport

in the sum of Twenty Four Thousand and 00/100 Dollars

(\$ 24,000.00), for the payment of which sum, well and truly to be made, we bind ourselves, our
personal representatives, successors and assigns, jointly and severally, firmly by these presents.

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

at New Biddeford Road for the term commencing on the 28th day of
August, 2017 and ending on the 28th day of August, 2019.

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

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

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

SIGNED, SEALED AND DATED on this 28th day of August, 2017.

Foglio Inc

By

Douglas Foglio Sr

NGM Insurance Company

By

Todd Darby Erickson Attorney-in-Fact





NGM INSURANCE COMPANY
A member of The Main Street America Group

POWER OF ATTORNEY

S-860964

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

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

does hereby make, constitute and appoint Todd Darby Erickson its true and lawful Attorney-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed bond number S-860964 dated August 28, 2017 , on behalf of **** Foglio Inc* **** in favor of Town of Kennebunkport for Twenty Four Thousand and 00/100 Dollars (\$ 24,000.00) and to bind NGM Insurance Company thereby as fully and to the same extent as if such instrument was signed by the duly authorized officers of NGM Insurance Company; this act of said Attorney is hereby ratified and confirmed.

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

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

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 11th day of January, 2016.

NGM INSURANCE COMPANY By:

Bruce R. Fox
Vice President, General Counsel and Secretary



State of Florida,
County of Duval

On this 11th day of January, 2016 before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Bruce R. Fox of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me fully sworn, deposed and said that he is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal at Jacksonville, Florida this 11th day of January, 2016.



Tasha Ann Philpot
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF015117
Expires 10/3/2019

I, Nancy Giordano-Ramos, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in force and effect. IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this 28th day of August , 2017 .



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

TO CONFIRM VALIDITY of the attached bond please call 1-603-358-1343.

TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claim Dept. or call our Bond Claim Dept. at 1-603-358-1229.

FOGLIO, INC.

54651

Date	Type	Reference	Original Amt.	Balance Due	9/1/2017 Discount	Payment
9/1/2017	Bill		25.00	25.00		25.00
					Check Amount	25.00

Checking-Biddeford S

25.00



Agenda Item Divider



11

TOWN OF KENNEBUNKPORT, MAINE

REQUEST FOR PROPOSALS

**INVITATION TO BID ON LEASE OF PROPERTY NOW USED TO
PROVIDE RESTAURANT and TAKE OUT OPERATIONS
at the CAPE PORPOISE PIER**

The purpose of this Request is to solicit proposals from which the Town of Kennebunkport, Maine can select a qualified Vendor to lease, for up to ten years, the property at the Cape Porpoise Pier currently being used for restaurant and take out operations.

MANDATORY PRE-PROPOSAL MEETING

There will be a **MANDATORY PRE-PROPOSAL CONFERENCE** held at the site on **Wednesday, October 10 2007 beginning at 5:00 P.M.** The purpose of this meeting is to review the specifications and other requirements of the Request and allow potential tenants an opportunity to examine the site. *Only those firms represented at this meeting will be allowed to submit proposals.*

Sealed Proposals will be received at Town Hall, 6 Elm Street, PO Box 566, Kennebunkport, Maine 04046, until **3:00 P.M., Friday, October 26, 2007**, at which time they will be publicly opened. It is the offeror's sole responsibility to ensure that their proposal is physically deposited at the Town Office prior to the date and time specified. Late proposals shall not be accepted.

Proposals from vendors not registered with the Finance Office may be rejected; receipt of this document directly from the Town of Kennebunkport indicates registration. Should a vendor receive this Invitation from a source other than the Town, please contact 207-967-4243 xt 108 to ensure that your firm is listed as a vendor for this project.

Proposals shall be submitted in sealed envelopes plainly marked on the outside with this Request's number and title. **Five (5) complete copies/sets** of the PROPOSAL AND ALL REQUESTED MATERIAL shall be submitted. The original copy, so marked, shall be signed with the firm's name and bear the handwritten signature of an officer or an authorized employee having the authority to bind the company to a contract by his/her signature.

NOTE WELL: All questions must be submitted in writing to the Town Office and be received no later than five working days prior to the scheduled opening date – these may be mailed, hand delivered; faxed to 207-967-8470, or e-mailed to jlord@kennebunkportme.gov. The Finance Office will be the only office issuing any changes to this Request. All changes (addenda) will be in writing and will be sent only to those individuals/firms on file in Finance. The Town shall not be responsible for any oral interpretation given by other Town personnel or others. Proposers are cautioned not to contact Town employees or any other individuals concerning this procurement during the competitive procurement process or the evaluation process.

PURPOSE:

The Town wishes to lease or extend the existing lease for the property at the Cape Porpoise Pier, now used as a restaurant and take out. The term of the lease is to operate from April 1, to November 30, each lease year (2008 thru 2012).

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

The lease award period will be from December 1, 2007 thru November 30, 2012, with the Town retaining the option to extend any contract for one (1) additional five (5) year period. In the event the Town wishes to exercise the renewal option, the successful proposer shall be contacted by Town officials during the beginning of the season in 2012, prior to the termination of the lease.

The lease payments will be due in four (4) equal installments on April 1st, June 1st, July 1st and August 1st of each and every lease year. A security deposit of \$2,500 is required with the bid.

RESPONSIBILITIES OF TENANT:

1. to pay all utilities, including the sewer user fees and personal property taxes assessed on the Premises, excluding any personal property owned by the Landlord
2. will not engage in wholesale sales of any goods or foods
3. to maintain the Premises in a clean, orderly and sanitary condition at all times, including the inside and outside of the windows
4. repair or replace any equipment or property belonging to the Town that is damaged or destroyed through the fault of the Tenant, employee negligence, or general operation of the Tenant’s business

5. to meet and maintain any health standards applicable for the operation of the business, and for obtaining all necessary victualer's and other permits for the operation of the business; to observe and comply with all applicable Federal, State and Town rules and regulations pertaining to the business
6. to obtain and maintain, in force at all times while the lease is in existence, liability insurance for the protection of the Town of Kennebunkport (the Landlord) in the amount of \$3 million combined single limit, and name the Town of Kennebunkport as additional insured, and to present satisfactory proof of the existence of such insurance to the Landlord
7. any product losses as a result of equipment or utility failure shall be at the risk of the Tenant
8. cost of the lease preparation shall be borne by the Tenant. Lease agreement shall be subject to approval by the Board of Selectmen and the Town Attorney.
9. to replace promptly any cracked or broken glass on the Premises, including exterior windows, with glass of the like kind and quality
10. keep any garbage, trash, rubbish or other refuse in appropriate containers and be responsible for all removal of such garbage, trash, rubbish and refuse on a regular basis
11. to conduct its business in all respects in a dignified manner in accordance with highest standards of similar operations.
12. to maintain restrooms for public use when open.

Payment due the Town under any contract awarded shall be paid in advance, in four (4) equal installments on the first day of the following months: April, June, July and August of every lease year during said contract terms. Late payments will be subject to a 1.5% interest charge.

The successful tenant shall at its sole cost and expense provide, install and maintain all fixtures, equipment, and supplies necessary to operate. Fixtures and equipment provided by the successful proposer shall remain its property, except that it shall grant the Town a security interest in said property to guarantee performance of the lease.

The awarded Tenant agrees that all equipment purchased shall be their property and shall be removed by them at the conclusion of the contract provided that, in removing such property, it must repair and restore all property of the Town damaged by such removal to the satisfaction of the Town.

RESPONSIBILITIES OF THE TOWN:

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

The Town may cancel any contract immediately for cause due to non-payment of proposed fees or lease payments.

The successful tenant shall insure Tenant and Landlord, as their interests may appear, with comprehensive general liability and all-risk property and casualty insurance coverage on the Premises in such amount and with such companies as Landlord shall reasonably require, but in no event for less than Three Million Dollars for injury or death in any single accident.

The successful proposer shall not suffer or permit any mechanic's lien or other lien to be filed against the Town or the premises, or any part thereof, by reason of labor, work, services or materials supplied or claimed to have been supplied to the successful proposer and said vendor shall defend, indemnify and hold the Town harmless from and against all claims, costs or liabilities, including any attorney's fees expended thereon.

SUBMISSION INFORMATION

Proposers shall include the following information and submittal:

- a) Letter of Transmittal- this letter will summarize in a brief and concise manner, the proposer's intended Scope of the Project and make a positive commitment to their project, the Town and the public. The letter must name all of the persons authorized to make representation for the proposer, including the titles and addresses and day time telephone numbers of such persons;
- b) Identify the type of business entity involved (e.g.: sole proprietorship, partnership, corporation, etc.);
- c) Qualifications and experience of the firm/individual(s) who will provide the services. Provide a summary of the offeror's experience in the proposed operations to be performed on the Premises.
- d) Provide a proposed plan that explains and/or illustrates the type of services you intend to provide, the methods and equipment to be used, innovative ideas/approaches. The plan may be accompanied by pictures, layouts and other appropriate information that will convey to the Town exactly what you are proposing.
- e) Provide a summary of litigation filed by or against you, the proposer in the past five years which is related to the services that you provide in the regular course of business;
- g) State your price proposal. The Town allows each offeror to submit their own proposal regarding the amount he/she is willing to pay for the lease rights. Each offeror is given the opportunity to specify a fixed yearly amount for this location.

SELECTION PROCESS/EVALUATION CATEGORIES

It is the intent of the Town to select the bidder who demonstrates the ability to provide a service and establishment that will benefit the Town financially, be compatible with the existing commercial and recreational marine uses at the Pier, and deliver a high quality product to consumers.

ASSIGNED WEIGHT

<i>QUALIFICATIONS</i>	<i>30%</i>
<i>(Past experience of individuals and firm, including Town experiences)</i>	

<i>PRICE PROPOSAL</i>	<i>40%</i>
<i>(Amount to be paid to the Town for lease)</i>	

<i>PLAN OF OPERATION</i>	<i>30%</i>
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Interviews **may** be conducted with any proposer to clarify submitted material. The Town further reserves the right to negotiate with the selected vendor as to the terms of the contract, including but not limited to price, plan of operation, etc. All negotiations are intended to lead to a binding contract. The award of any contract shall be subject to Board of Selectmen approval.

The Town reserves the right to waive any informalities in bids, to accept any bid or portions thereof (bidders are advised to note this and quote accordingly) and to reject any or all bids should it be deemed for the best interest of the Town to do so.

Date

Larry S. Mead
Town Manager

PROPOSAL

THIS PAGE MUST BE INCLUDED

The UNDERSIGNED hereby declares that he, she or they are the only person(s), firm or corporation interested in this proposal as principal; that it is made without any connection with any other person(s), firm or corporation submitting a bid for the same.

The UNDERSIGNED hereby declares that they have read and understand all conditions as outlined herein, and that the proposal is made in accordance with same.

The UNDERSIGNED hereby declares that any person(s) employed by the Town of Kennebunkport, Maine, who has direct or indirect personal or financial interest in this proposal, or in any profits which may be derived therefrom has been identified and the interest disclosed by separate attachment. (Please include in your disclosure any interest which you know of. An example of a direct interest would be a Town employee who would be paid to perform services under this proposal. An example of an indirect interest would be a Town employee who is related to any officers, employees, principals or shareholders of your firm or you. If in doubt of status or interest, please disclose to the extent known).

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____ DATE: _____

PRINT NAME AND TITLE: _____

ADDRESS: _____

DAYTIME PHONE NUMBER: _____ FAX _____ ZIP + 4 _____

E-MAIL ADDRESS _____

TYPE OF ORGANIZATION-INDIVIDUAL, PARTNERSHIP, OTHER, CORPORATION

TAX ID # OR SOCIAL SECURITY NUMBER _____

STATE OF INCORPORATION, IF APPLICABLE: _____

NOTE: Proposals must bear the handwritten signature of a duly authorized member or employee of the organization submitting a proposal.

ATTACH THIS SHEET TO THE ORIGINAL COPY OF YOUR PROPOSAL

PROPOSAL (cont.)

Amount offered as annual rent for this lease arrangement:

<u>Year</u>	<u>Annual Rent</u>
2008	<hr/>
2009	<hr/>
2010	<hr/>
2011	<hr/>
2012	<hr/>
2013	<hr/>
2014	<hr/>
2015	<hr/>
2016	<hr/>
2017	<hr/>