TOWN OF KENNEBUNKPORT, MAINE

- INCORPORATED 1653-

MAINE'S FINEST RESORT

Board of Selectmen/Assessors Agenda
Village Fire Station – 32 North Street
September 28, 2017 – 6:00 PM

1. Call to Order.

2. Approve the August 24 and September 7, 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. Public Hearing to adopt the MMA Model Ordinance GA Appendices A to D for the period October 1, 2017–September 30, 2018.

5. Award the bid for the purchase of a new ½ ton truck for the Wastewater Department.

6. Presentation of municipal valuation return by Assessors Agent Rebecca Nolette.

7. Meet as Assessors to consider the following tax abatements requests.

Property Owner	Location	Map	Blk	Lot(s)	Tax Abatements 2017	Tax Supplement
Paul & Elizabeth Catarius	23 New Adams Road	37	3	34/BC	$119.61	
Walter G.Rodiger Rev. Trust	12 Arlington St.	7	3	3	$1,696.24	
Kirsten Ivancevic Rev. Trust	5 Fox Run	8	3	1H	$7,183.92	
Bill/David & Allison Stires	5 Fox Run	8	3	1H		**$7,183.92**
Total Abatements					**$8,999.77**	

8. Award the bid for the sale of the Parks and Recreation playground equipment.

9. Award the bid for the purchase of a new Dodge Charger for the Police Department.

10. Award winter sand bid for 2017.

11. Approve street opening permit for Ben and Rebecca Thompson ta 3 Temple Street to install underground utilities.

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12. Consider consent agreement for setback violation at 9 Community House Road.

13. Consider the Public Safety Committee's recommendation regarding E-911 Street renumbering.

14. Consider an extension of the Cape Porpoise Pier Chowder House lease.

15. Other business.

    a. Appoint an MMA voting delegate for the MMA Annual Business Meeting.

16. Approve the September 28, 2017, Treasurer's Warrant.

17. Adjournment.

Agenda Item Divider

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 escavator 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

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

Minutes of the Selectmen's Meeting of September 7, 2017

Selectmen Attending: Stuart Barwise, Patrick A. Briggs, Allen Daggett, Edward Hutchins

Selectman Absent: Sheila Matthews-Bull

Others: Barbara Barwise, Michael Claus, Dave James, Tracey O'Roak, Laurie Smith, Arlene McMurray

1. Call to Order.

Chair Briggs called the meeting to order at 6:55 PM.

2. Approve the August 24, 2017, selectmen meeting minutes.

The Board will address this item at the next meeting when there is a quorum present that attended this meeting.

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. Sign the November 2017 Special Town Meeting Warrant.

Town Clerk Tracey O'Roak explained the three items on the November ballot:

- Question 1: Enactment Ordinance Prohibiting Retail Marijuana Establishments and Retail Marijuana Social Clubs in the Town of Kennebunkport.
- Question 2: Amendment to Land Use Ordinance Regarding Accessary Apartments.
- Question 3: Amendment to the Waterfront Ordinance.

Motion by Selectman Hutchins, seconded by Selectman Daggett, to approve the November 7, 2017, Special Town Meeting Warrant. **Vote**: 4-0.

5. Approve Certification of Proposed Ordinances.

Motion by Selectman Hutchins, seconded by Selectman Barwise, to approve the Certification of Proposed Ordinances. **Vote**: 4-0.

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.

Motion by Selectman Hutchins, seconded by Selectman Barwise, to set the public hearing date for October 12 to consider the Warrant Articles for the November 7, 2017, Special Town Meeting. **Vote**: 4-0.

7. Consider reinstatement of the Boston Post Cane.

Town Clerk Tracey O'Roak explained the Boston Post tradition since 1909 to present a special cane to the town's oldest resident. The criteria for this award is that the resident must be 90 years or older and have resided in Kennebunkport for at least the past 20 years. She will place a notice in the local newspaper and contact the Kennebunkport Historical Society to advertise her search for the eldest citizen. A three-person committee would decide who to nominate. She will have nomination papers at town hall and online. If the person nominated does not wish to receive the cane, the award goes to the next nomination in line. The cane that was given in Kennebunkport was lost, but there is vendor in New Hampshire can create a replica of it.

Selectman Briggs suggested announcing on the Town Website that the Town is searching for the lost cane.

Motion by Selectman Daggett, seconded by Selectman Barwise, to reinstate the Boston Post Cane and to authorize the guidelines presented and give the Town Manager the authority to take not more than $1,000 from the contingency fund to purchase the cane. **Vote**: 4-0.

8. Approve the Agreement for Public Safety Answering Point Service with the Town of York.

Ms. Smith explained that the Town of York will continue to answer the 911 calls, and if the call is regarding a fire or emergency medical issue, the York PD will stay on the line with the caller and the Kennebunkport dispatch will route the calls to the services needed. She said town counsel has reviewed the contract which will be effective from September 1, 2017, to August 31, 2020.

Motion by Selectman Hutchins, seconded by Selectman Barwise, to approve the Agreement for Public Safety Answering Point Service with the Town of York. **Vote**: 4-0.

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

A property survey showed a reduction in parcel size by 1.4 acres. This reduction decreases the land value by $20,400. As a result, Assessors Agent Rebecca Nolette recommended a tax abatement of $178.10.

Motion by Selectman Hutchins, seconded by Selectman Barwise, to approve the tax abatement of $178.10 as recommended by Assessors Agent Rebecca Nolette to Robert and Dana Holland, 155 Wildes District Road, map 22, block 5, lot 22. **Vote**: 4-0.

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.

Motion by Selectman Hutchins, seconded by Selectman Barwise, to approve the street opening permit for Binnacle Hill Development, LLC, for installation of new sewer line and services and new waterline on New Biddeford Road. **Vote**: 4-0.

11. Discuss Cape Porpoise Pier Chowder House lease.

Ms. Smith announced that the lease is up this November. The current tenant would like another 5-year extension. She asked if the Board wanted to send out request for proposals or to work out a new lease with the current tenant.

The Board agreed to send out a notification to the public to see if someone from the public would like it to be a formal process. If there is no response by September 25, it will continue with the process at the next meeting.

12. Other business.

Ms. Smith announced that everyone received their tax bill which also included a newsletter and senior survey. They hope everyone will fill out the survey and respond. There are extra surveys at town hall and online.

13. Approve the September 7, 2017, Treasurer's Warrant.

Motion by Selectman Hutchins, seconded by Selectman Daggett, to approve the September 7, 2017, Treasurer's Warrant. **Vote**: 4-0.

14. Adjournment.

Motion by Selectman Hutchins , seconded by Selectman Barwise, to adjourn. **Vote**: 4-0.

The meeting adjourned at 7:25 PM.

Submitted by Arlene McMurray, Administrative Assistant

Agenda Item Divider

7

TOWN OF KENNEBUNKPORT, MAINE

- INCORPORATED 1653-

MAINE'S FINEST RESORT

Public Hearing

Town of Kennebunkport
General Assistance Ordinance

The Town of Kennebunkport Board of Selectmen will conduct a public hearing to adopt the MMA Model Ordinance GA Appendices A to D for the period October 1, 2017–September 30, 2018.

The hearing will be held on September 28, 2017, at 6 p.m., at the Village Fire Station, 32 North Street, Kennebunkport, Maine.

P.O. Box 566, 6 Elm Street, Kennebunkport, Maine 04046 • Tel: (207) 967-4243 Fax: (207) 967-8470

Department of Health and Human Services
Maine People Living Safer, Healthier and Productive Lives

Paul R. LePage, Governor Ricker Hamilton, Acting Commissioner

Department of Health and Human Services
Commissioner's Office
221 State Street
11 State House Station
Augusta, Maine 04333-0011
Tel.: (207) 287-3707; Fax: (207) 287-3005
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TO: Municipal Officials/Welfare Directors/General Assistance Administrators

FROM: Ian Miller, General Assistance Program Manager

RE: 2017 – 2018 General Assistance Ordinance Maximums

DATE: 8-21-2017

Enclosed please find the following items:

- MMA's new (October 1, 2017–September 30, 2018) **"General Assistance Ordinance Appendix"** (A - D).

- **"GA Maximums Summary Sheet"** which consolidates GA maximums into one document. Municipalities do have to insert individual locality maximums from Appendix A and C in the summary sheet where indicated in order to complete the information. The "summary" does not have to be adopted, as it is not an Appendix but a tool for municipal officials administering GA.

- **"GA Maximums Adoption Form"** which was developed so that municipalities may easily send DHHS proof of GA maximums adoption. Once the selectpersons or council adopts the new maximums, the enclosed form should be signed and submitted to DHHS. *(see "Filing of GA Ordinance and/or Appendices" below for further information).*

Appendix A - D

The enclosed Appendices A - D have been revised for your municipality's General Assistance Ordinance. These new Appendices, **once adopted**, should replace the existing Appendices A – D. Even if you have already adopted MMA's model General Assistance Ordinance, **the municipal officers must approve/adopt the new Appendices yearly.**

The Adoption Process

The **municipal officers (i.e., selectpersons/council) adopt the local General Assistance Ordinance and yearly Appendices**, even in town meeting communities. The law requires that the municipal officers adopt the ordinance and/or Appendices ***after notice and hearing***. Seven days posted notice is recommended, unless local law (or practice) provides otherwise.

At the hearing, the municipal officers should:

1) Allow all interested members of the public an opportunity to comment on the proposed ordinance;
2) End public discussion, close the hearing; and
3) Move and vote to adopt the ordinance either in its posted form or as amended in light of public discussion.

Filing of GA Ordinance and/or Appendices

Please remember that General Assistance law requires each municipality to send DHHS a copy of its ordinance once adopted. *(For a copy of the GA model ordinance, please call MMA's Publication Department, or visit their web site www.memun.org)*. In addition, any changes or amendments, such as new Appendices, must also be submitted to DHHS. DHHS will accept the enclosed "adoption sheet" as proof that a municipality has adopted the current GA maximums.

2017-2018 GA MAXIMUMS SUMMARY SHEET

Note: The overall maximums found in *Appendices A, B, C, D, E, and F* are effective from **October 1, 2017 to September 30, 2018.**

APPENDIX A - OVERALL MAXIMUMS

County	Persons in Household					
	1	2	3	4	5	6

NOTE: For each additional person add $75 per month.

(The applicable figures from Appendix A, *once adopted*, should be inserted here.)

APPENDIX B - FOOD MAXIMUMS

Number in Household	Weekly Maximum	Monthly Maximum
1	44.65	192
2	81.86	352
3	117.21	504
4	148.84	640
5	176.74	760
6	212.33	913
7	234.65	1,009
8	268.14	1,153

NOTE: For each additional person add $144 per month.

APPENDIX C - HOUSING MAXIMUMS

	Unheated		Heated	
Number of Bedrooms	Weekly	Monthly	Weekly	Monthly
0				
1				
2				
3				
4				

(The applicable figures from Appendix C, *once adopted*, should be inserted here.)

FOR MUNICIPAL USE ONLY

MMA
08/17

APPENDIX D - UTILITIES

ELECTRIC

NOTE: For an electrically heated dwelling also see "Heating Fuel" maximums below. But remember, an applicant is ***not automatically*** entitled to the "maximums" established—applicants must demonstrate need.

1) Electricity Maximums for Households *Without Electric Hot Water*: The maximum amounts allowed for utilities, for lights, cooking and other electric uses ***excluding*** electric hot water and heat:

Number in Household	Weekly	Monthly
1	$14.00	$60.00
2	$15.70	$67.50
3	$17.45	$75.00
4	$19.90	$86.00
5	$23.10	$99.00
6	$25.00	$107.00

NOTE: For each additional person add $7.50 per month.

2) Electricity Maximums for Households *With Electrically Heated Hot Water*: The maximum amounts allowed for utilities, hot water, for lights, cooking and other electric uses ***excluding*** heat:

Number in Household	Weekly	Monthly
1	$20.65	$89.00
2	$23.75	$102.00
3	$27.70	$119.00
4	$32.25	$139.00
5	$38.75	$167.00
6	$41.00	$176.00

NOTE: For each additional person add $10.00 per month.

NOTE: For electrically heated households, the maximum amount allowed for electrical utilities per month shall be the sum of the appropriate maximum amount under this subsection and the appropriate maximum for heating fuel as provided below.

APPENDIX E - HEATING FUEL

Month	Gallons	Month	Gallons
September	50	January	225
October	100	February	225
November	200	March	125
December	200	April	125
		May	50

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NOTE: When the dwelling unit is heated electrically, the maximum amount allowed for heating purposes will be calculated by multiplying the number of gallons of fuel allowed for that month by the current price per gallon. When fuels such as wood, coal and/or natural gas are used for heating purposes, they will be budgeted at actual rates, if they are reasonable. No eligible applicant shall be considered to need more than 7 tons of coal per year, 8 cords of wood per year, 126,000 cubic feet of natural gas per year, or 1000 gallons of propane.

APPENDIX F - PERSONAL CARE & HOUSEHOLD SUPPLIES

Number in Household	Weekly Amount	Monthly Amount
1-2	$10.50	$45.00
3-4	$11.60	$50.00
5-6	$12.80	$55.00
7-8	$14.00	$60.00
NOTE: For each additional person add $1.25 per week or $5.00 per month.		

SUPPLEMENT FOR HOUSEHOLDS WITH CHILDREN UNDER 5

When an applicant can verify expenditures for the following items, a special supplement will be budgeted as necessary for households with children under 5 years of age for items such as cloth or disposable diapers, laundry powder, oil, shampoo, and ointment up to the following amounts:

Number of Children	Weekly Amount	Monthly Amount
1	$12.80	$55.00
2	$17.40	$75.00
3	$23.30	$100.00
4	$27.90	$120.00

Appendix A
Effective: 10/01/17-09/30/18

2017-2018 GA Overall Maximums

Metropolitan Areas

COUNTY	Persons in Household 1	2	3	4	5*
Bangor HMFA: Bangor, Brewer, Eddington, Glenburn, Hampden, Hermon, Holden, Kenduskeag, Milford, Old Town, Orono, Orrington, Penobscot Indian Island Reservation, Veazie	714	788	994	1,242	1,506
Penobscot County HMFA: Alton, Argyle UT, Bradford, Bradley, Burlington, Carmel, Carroll plantation, Charleston, Chester, Clifton, Corinna, Corinth, Dexter, Dixmont, Drew plantation, East Central Penobscot UT, East Millinocket, Edinburg, Enfield, Etna, Exeter, Garland, Greenbush, Howland, Hudson, Kingman UT, Lagrange, Lakeville, Lee, Levant, Lincoln, Lowell town, Mattawamkeag, Maxfield, Medway, Millinocket, Mount Chase, Newburgh Newport, North Penobscot UT, Passadumkeag, Patten, Plymouth, Prentiss UT, Seboeis plantation, Springfield, Stacyville, Stetson, Twombly UT, Webster plantation, Whitney UT, Winn, Woodville	605	682	847	1,095	1,269
Lewiston/Auburn MSA: Auburn, Durham, Greene, Leeds, Lewiston, Lisbon, Livermore, Livermore Falls, Mechanic Falls, Minot, Poland, Sabattus, Turner, Wales	641	726	915	1,169	1,397
Portland HMFA: Cape Elizabeth, Casco, Chebeague Island, Cumberland, Falmouth, Freeport, Frye Island, Gorham, Gray, Long Island, North Yarmouth, Portland, Raymond, Scarborough, South Portland, Standish, Westbrook, Windham, Yarmouth; Buxton, Hollis, Limington, Old Orchard Beach	1,002	1,131	1,431	1,931	2, 097
York/Kittery/S.Berwick HMFA: Berwick, Eliot, Kittery, South Berwick, York	982	1,025	1,333	1,714	2,173
Cumberland County HMFA: Baldwin, Bridgton, Brunswick, Harpswell, Harrison, Naples, New Gloucester, Pownal, Sebago	761	807	1,072	1,561	1,780

Prepared by MMA
8/2017

COUNTY	1	2	3	4	5*
Sagadahoc HMFA: Arrowsic, Bath, Bowdoin, Bowdoinham, Georgetown, Perkins UT, Phippsburg, Richmond, Topsham, West Bath, Woolwich	781	863	999	1,318	1,600
York County HMFA: Acton, Alfred, Arundel, Biddeford, Cornish, Dayton, Kennebunk, Kennebunkport, Lebanon, Limerick, Lyman, Newfield, North Berwick, Ogunquit, Parsonsfield, Saco, Sanford, Shapleigh, Waterboro, Wells	745	872	1,079	1,457	1,477

***Note: Add $75 for each additional person.**

Non-Metropolitan Areas

Persons in Household

COUNTY	1	2	3	4	5*
Aroostook County	618	642	760	965	1,049
Franklin County	646	671	793	985	1,400
Hancock County	693	787	992	1,249	1,367
Kennebec County	722	746	928	1,216	1,297
Knox County	754	755	928	1,186	1,315
Lincoln County	783	834	987	1,234	1,470
Oxford County	630	646	771	1,110	1,343
Piscataquis County	595	672	828	1,090	1,125
Somerset County	675	704	835	1,133	1,146
Waldo County	680	751	887	1,206	1,281
Washington County	630	645	763	985	1,173

*** Please Note: Add $75 for each additional person.**

2017-2018 Food Maximums

Please Note: The maximum amounts allowed for food are established in accordance with the U.S.D.A. Thrifty Food Plan. As of October 1, 2017, those amounts are:

Number in Household	Weekly Maximum	Monthly Maximum
1	44.65	192
2	81.86	352
3	117.21	504
4	148.84	640
5	176.74	760
6	212.33	913
7	234.65	1,009
8	268.14	1,153

Note: For each additional person add $144 per month.

2017-2018 GA Housing Maximums
(Heated & Unheated Rents)

NOTE: NOT ALL MUNICIPALITIES SHOULD ADOPT THESE SUGGESTED HOUSING MAXIMUMS! Municipalities should ONLY **consider** adopting the following numbers, if these figures are consistent with local rent values. If not, a market survey should be conducted and the figures should be altered accordingly. The results of any such survey must be presented to DHHS prior to adoption. **Or**, no housing maximums should be adopted and eligibility should be analyzed in terms of the Overall Maximum—Appendix A. *(See Instruction Memo for further guidance.)*

Non-Metropolitan FMR Areas

Aroostook County	Unheated		Heated	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	111	476	130	559
1	111	476	134	578
2	130	558	159	684
3	167	718	204	878
4	177	762	221	949

Franklin County	Unheated		Heated	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	117	503	137	587
1	117	503	141	607
2	137	591	167	717
3	173	743	209	898
4	258	1,108	302	1,300

Hancock County	Unheated		Heated	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	124	535	147	633
1	139	599	167	720
2	183	788	213	915
3	227	976	270	1,159
4	242	1,041	294	1,264

Kennebec County	Unheated		Heated	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	131	564	154	662
1	131	564	158	679
2	168	724	198	851
3	219	943	262	1,126
4	226	971	278	1,194

Non-Metropolitan FMR Areas

Knox County	Unheated		Heated	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	139	596	161	694
1	139	596	161	694
2	168	724	198	851
3	212	913	255	1,096
4	230	989	282	1,212

Lincoln County	Unheated		Heated	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	145	625	168	723
1	150	646	178	767
2	182	783	212	910
3	223	961	266	1,144
4	266	1,144	318	1,367

Oxford County	Unheated		Heated	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	110	472	133	570
1	110	472	135	579
2	132	567	161	694
3	195	837	237	1,020
4	237	1,017	288	1,240

Piscataquis County	Unheated		Heated	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	106	457	126	540
1	118	508	143	613
2	147	630	177	759
3	198	853	235	1,011
4	198	853	240	1,034

Somerset County	Unheated		Heated	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	120	517	143	615
1	121	519	148	637
2	147	631	176	758
3	202	869	243	1,043
4	202	869	243	1,043

Non-Metropolitan FMR Areas

Waldo County	Unheated		Heated	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	121	522	144	620
1	131	563	159	684
2	159	683	188	810
3	217	933	260	1,116
4	222	955	274	1,178

Washington County	Unheated		Heated	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	110	472	133	570
1	110	472	134	578
2	130	559	160	686
3	166	712	208	895
4	208	847	249	1,070

Metropolitan FMR Areas

Bangor HMFA	Unheated		Heated	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	129	556	152	654
1	140	600	168	721
2	184	790	213	917
3	225	969	268	1,152
4	275	1,180	326	1,403

Penobscot Cty. HMFA	Unheated		Heated	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	104	447	127	545
1	115	494	143	615
2	149	643	179	770
3	191	822	234	1,005
4	219	943	271	1,166

Lewiston/Auburn MSA	Unheated		Heated	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	112	483	135	581
1	125	538	153	659
2	165	711	195	838
3	208	896	251	1,079
4	249	1,071	301	1,294

Metropolitan FMR Areas

Portland HMFA	Unheated		Heated	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	196	844	219	942
1	219	943	247	1,064
2	285	1,227	315	1,354
3	386	1,658	428	1,841
4	412	1,771	464	1,994

York/Kittery/S. Berwick HMFA	Unheated		Heated	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	192	824	214	922
1	195	837	223	958
2	263	1,129	292	1,256
3	335	1,441	378	1,624
4	430	1,847	481	2,070

Cumberland Cty. HMFA	Unheated		Heated	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	140	603	163	701
1	144	619	172	740
2	202	868	231	995
3	299	1,288	342	1,471
4	338	1,454	390	1,677

Sagadahoc Cty. HMFA	Unheated		Heated	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	145	623	168	721
1	157	675	185	796
2	185	795	214	922
3	243	1,045	286	1,228
4	296	1,274	348	1,497

York Cty. HMFA	Unheated		Heated	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	136	587	159	685
1	159	684	187	805
2	203	875	233	1,002
3	275	1,184	318	1,367
4	269	1,156	320	1,374

GENERAL ASSISTANCE ORDINANCE
APPENDICES A-D
2017-2018

The Municipality of _____ adopts the MMA Model Ordinance GA Appendices (A-D) for the period of Oct. 1, 2017—September 30, 2018. These appendices are filed with the Department of Health and Human Services (DHHS) in compliance with Title 22 M.R.S.A. §4305(4).

Signed the _____ (day) of _____ (month)_____ (year) by the municipal officers:

_____	_____
(Print Name)	(Signature)
_____	_____
(Print Name)	(Signature)
_____	_____
(Print Name)	(Signature)
_____	_____
(Print Name)	(Signature)
_____	_____
(Print Name)	(Signature)
_____	_____
(Print Name)	(Signature)

Agenda Item Divider

KENNEBUNKPORT SEWER DEPARTMENT

Date: Sept. 25, 2017

To: Laurie Smith

From: Allan Moir

Re: To purchase a new ½ ton pickup truck.

As part of our capital equipment replacement program we put in for a new ½ ton pickup truck.

We have advertised for bids in the locale paper, the Towns web site and we also contacted twelve truck dealers directly. We received only three bids for the truck.

When I put out the truck bids I asked for quotes on two different cab options for truck, option (1) was for a regular cab truck, and option (2) is for an extended cab truck.

The bids came back as follows:

Weirs:
Option 1: $ 31,191.00
Option 2: $ 32,549.00

Arundel Ford:
Option 1: $ 27,756.00
Option 2: $ 30,878.00

Quirk:
Option 1: $ 23,867.00
Option 2: $ 25,500.00

I would like to recommend that we purchase a double cab pickup truck from Quirk Chevrolet, for $25,500.00.

The budgeted amount for this truck was $38,000.00

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

BID PROPOSAL FORM
Half Ton Truck Contract No. 2018-01

SUBMIT TO: Wastewater Superintendents Office
Town of Kennebunkport

In Person:
25R School Street
Kennebunkport, Maine 04046

By Mail:
P.O. Box 1038
Kennebunkport, Maine 04046

BID DATE: Thursday September 21, 2016, @ 2:00 p.m.

The undersigned hereby certifies he/she has examined and fully comprehends the requirements of these specifications for the above equipment and offers to furnish all labor, materials, equipment, supplies and related to do the work as detailed for the following lump sum price.

Make & Model of Truck Bid GMC SIERRA 1500

Option 1: Bid for regular cab pickup truck $ 31,191

Option 2: Bid for super cab pickup truck $ 32,549
(In Numbers)

Expected Delivery Time after Receipt of Purchase Order ORDERED UNIT - ESTIMATED DELIVERY LATE NOVEMBER

NAME OF FIRM: WEIRS MOTOR SALES INC

ADDRESS: 1513 PORTLAND RD
ARUNDEL, ME 04046

AUTHORIZED SIGNATURE: Chris Anderson

PRINT NAME AND TITLE: CHRIS ANDERSON

TELEPHONE: 604-7216 **DATE:** 12SEP18

Required Attachments: 1. Detailed Half Ton Truck Manufacturer Specifications with Town Selected Options

BID PROPOSAL FORM
Half Ton Truck Contract No. 2018-01

SUBMIT TO: Wastewater Superintendents Office
Town of Kennebunkport

In Person:
25R School Street
Kennebunkport, Maine 04046

By Mail:
P.O. Box 1038
Kennebunkport, Maine 04046

BID DATE: Thursday September 21, 2016, @ 2:00 p.m.

The undersigned hereby certifies he/she has examined and fully comprehends the requirements of these specifications for the above equipment and offers to furnish all labor, materials, equipment, supplies and related to do the work as detailed for the following lump sum price.

Make & Model of Truck Bid FORD F150

Option 1: Bid for regular cab pickup truck $ 27,756

Option 2: Bid for super cab pickup truck $ 30,878
(In Numbers)

Expected Delivery Time after Receipt of Purchase Order ASAP

NAME OF FIRM: ARUNDEL FORD

ADDRESS: 1561 PORTLAND RD
ARUNDEL ME 04046

AUTHORIZED SIGNATURE: Rodney Brackett

PRINT NAME AND TITLE: RODNEY BRACKETT

TELEPHONE: 207 985-7171 **DATE:** 9/12/17

Required Attachments: 1. Detailed Half Ton Truck Manufacturer Specifications with Town Selected Options

BID PROPOSAL FORM
Half Ton Truck Contract No. 2018-01

SUBMIT TO: Wastewater Superintendents Office
Town of Kennebunkport

In Person:
25R School Street
Kennebunkport, Maine 04046

By Mail:
P.O. Box 1038
Kennebunkport, Maine 04046

BID DATE: Thursday September 21, 2016, @ 2:00 p.m.

The undersigned hereby certifies he/she has examined and fully comprehends the requirements of these specifications for the above equipment and offers to furnish all labor, materials, equipment, supplies and related to do the work as detailed for the following lump sum price.

Make & Model of Truck Bid Chevrolet Silverado

Option 1: Bid for regular cab pickup truck $ 23,867.00

Option 2: Bid for super cab pickup truck $ 25,500.00
(In Numbers)

Expected Delivery Time after Receipt of Purchase Order 8-12 wks from bid award and when MFG accepts order.

NAME OF FIRM: Quirk Chevrolet

ADDRESS: 100 Brighton Ave
Portland, Me. 04102

AUTHORIZED SIGNATURE: [signature]

PRINT NAME AND TITLE: Steve Parke Fleet & Commercial Mgr.

TELEPHONE: 207-321-5500 **DATE:** 9/13/17

Required Attachments: 1. Detailed Half Ton Truck Manufacturer Specifications with Town Selected Options

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 18th, 2017

Re: Municipal Valuation Return

Attached please find the completed Municipal Valuation Return for the Town which requires your signatures. This report is due annually by November 1st and the information provided is used in our State Valuation as well as in determining our Homestead, Veterans and Current Use reimbursements.

We continue to stay at 100% market value with a quality rating of 14. The quality rating is a measure of the equity in our assessments and anything less than 20 is considered good. If you have any questions, please let me know.

6 Elm Street, P.O. Box 566, Kennebunkport, Maine 04046 • Tel: (207) 967-4243 Fax: (207) 967-8470

2017
Municipal Valuation Return

DUE DATE - NOVEMBER 1, 2017 (or within 30 days of commitment, whichever is later)

Mail the signed original to Maine Revenue Services, Property Tax Division,
PO Box 9106, Augusta, ME 04332-9106 and affix copy to front cover of Municipal Valuation book.

For help in filling out this return, please see the Municipal Valuation Return Guidance Document at
www.maine.gov/revenue/forms/property/appsformspubs.htm

KENNEBUNKPORT
Municipality

MAINE REVENUE SERVICES - 2017 MUNICIPAL VALUATION RETURN

(36 M.R.S. § 383)

DUE DATE - NOVEMBER 1, 2017 (or within 30 days of commitment, whichever is later)

1. County: YORK

Commitment Date: 8/10/2017 mm/dd/yyyy

2. Municipality KENNEBUNKPORT

3. 2017 Certified Ratio (Percentage of current just value upon which assessments are based.) 3 100.00%

Homestead, veterans, blind, and BETE Exemptions, Tree Growth and Farmland values must be adjusted by this percentage

TAXABLE VALUATION OF REAL ESTATE

(Exclude exempt valuation of all categories)

4. Land (include value of transmission, distribution lines & substations, dams and power houses)	4	1,046,372,300
5. Buildings	5	878,529,300
6. Total **taxable** valuation of real estate (sum of lines 4 & 5 above) *(See Municipal Tax Rate Calculation Standard Form page 10, line 1)*	6	1,924,901,600

TAXABLE VALUATION OF PERSONAL PROPERTY

(Exclude exempt valuation of all categories)

7. Production machinery and equipment	7	7,703,500
8. Business equipment (furniture, furnishings and fixtures)	8	1,862,070
9. All other personal property	9	
10. Total **taxable** valuation of personal property (sum of lines 7 through 9 above) *(See Municipal Tax Rate Calculation Standard Form page 10, line 2)*	10	9,565,570

OTHER TAX INFORMATION

11. Total taxable valuation of real estate and personal property (sum of lines 6 & 10 above) *(See Municipal Tax Rate Calculation Standard Form page 10, line 3)*	11	1,934,467,170
12. 2017 Property Tax Rate (example .01520)	12	0.008730
13. 2017 Property Tax Levy (includes overlay and any fractional gains from rounding) *Note: This is the exact amount of 2017 tax actually committed to the collector* *(See Municipal Tax Rate Calculation Standard Form page 10, line 19)*	13	$16,887,898.39

HOMESTEAD EXEMPTION REIMBURSEMENT CLAIM

Homestead exemptions must be adjusted by the municipality's certified ratio

14. a. Total number of $20,000 homestead exemptions granted	14a	776
b. Total exempt value for all $20,000 homestead exemptions granted (Line 14a x $20,000)	14b	15,520,000
c. Total number of properties fully exempted (valued less than $20,000) by homestead exemptions granted	14c	0
d. Total exempt value for all properties fully exempted (valued less than $20,000) by homestead exemptions granted	14d	0
e. Total number of homestead exemptions granted (sum of 14a & 14c)	14e	776
f. Total exempt value for all homestead exemptions granted (sum of 14b & 14d) (Must be the same as Municipal Tax Rate Calculation Standard Form page 10, line 4a)	14f	15,520,000
g. **Total assessed value** of all homestead qualified property (land & buildings)	14g	356,300,400

Municipality: **KENNEBUNKPORT**

BUSINESS EQUIPMENT TAX EXEMPTION (BETE) REIMBURSEMENT CLAIM

15. a. Number of BETE applications processed for tax year 2017.	15a	18
b. Number of BETE applications approved	15b	10
c. Total exempt value of all BETE qualified property *(Must be the same as Municipal Tax Rate Calculation Standard Form page 10, line 5a)*	15c	188,860
d Total exempt value of BETE property located in a **municipal retention TIF district.**	15d	0

TAX INCREMENT FINANCING (TIF)

16. a. Total amount of increased taxable valuation above Original Assessed Value within TIF Districts.	16a	
b. Amount of Captured Assessed Value within TIF Districts.	16b	
c. Property tax revenue that is appropriated and deposited into either a Project Cost Account or a Sinking Fund Account.	16c	
d. BETE reimbursement revenue that is appropriated and deposited into either a Project Cost Account or a Sinking Fund Account.	16d	

(Lines 16c and 16d combined must be the same as Municipal Tax Rate Calculation Standard Form page 10, line 9)

EXCISE TAX

17. a. Excise taxes collected during a recently completed twelve month period. Enter either **calendar** or **fiscal**.	17a	FISCAL
b. Motor vehicle excise tax collected.	17b	$944,541.65
c. Watercraft excise tax collected.	17c	$15,104.60

ELECTRICAL GENERATION AND DISTRIBUTION PROPERTY

18. Total valuation of distribution and transmission lines owned by electric utility companies.	18	$5,932,800
19. Total valuation of all electrical generation facilities.	19	

FOREST LAND CLASSIFIED UNDER THE TREE GROWTH TAX LAW

(36 M.R.S. §§ 571 - 584-A)

20. Average per acre unit value used for undeveloped acreage (land not classified).	20	$5,000
21. Classified forest land. (**Do Not** include land classified in Farmland as woodland).		
a. Number of parcels classified as of April 1, 2017.	21a	14
b. Softwood acreage	21b	42.00
c. Mixed wood acreage	21c	297.00
d. Hardwood acreage	21d	368.00
e. Total number of acres of forest land only (sum of lines 21 b, c, & d above).	21e	707.00
22. Total assessed valuation of all classified forest land for tax year 2017.	22	
a. Per acre values used to assess Tree Growth classified forest land value:		
Softwood	22a(1)	430.00
Mixed Wood	22a(2)	440.00
Hardwood	22a(3)	340.00

Municipality: KENNEBUNKPORT

TREE GROWTH TAX LAW CONTINUED

23. Number of forest acres first classified for tax year 2017.	23	0.00	
24. Land withdrawn from Tree Growth classification. (36 M.R.S. § 581)			
a. Total number of parcels withdrawn from 4/2/16 through 4/1/17.	24a	0	
b. Total number of acres withdrawn from 4/2/16 through 4/1/17.	24b	0.00	
c. Total value of penalties assessed by the municipality due to withdrawal of classified Tree Growth land from 4/2/16 through 4/1/17.	24c	$0.00	
d. Total number of $500 penalties assessed for non-compliance	24d	0	
24-1 Since April 1, 2016, have any Tree Growth acres been transferred to Farmland?	24-1	NO	Yes/No

LAND CLASSIFIED UNDER THE FARM AND OPEN SPACE TAX LAW

(36 M.R.S. §§ 1101 to 1121)

FARM LAND:

25. Number of parcels classified as Farmland as of April 1, 2017.		25	7
26. Number of acres first classified as Farmland for tax year 2017.		26	0.00
27. a. Total number of acres of all land now classified as Farmland (Do not include Farm woodland)		27a	77.00
b. Total valuation of all land now classified as Farmland (Do not include Farm woodland)		27b	33,800
28. a. Number of Farm woodland acres:			
28a(1) Softwood acreage		28a(1)	0.00
28a(2) Mixed wood acreage		28a(2)	16.00
28a(3) Hardwood acreage		28a(3)	0.00
b. Total number of acres of all land now classified as Farm woodland.		28b	16.00
c. Total valuation of all land now classified as Farm woodland.		28c	7,000
d. Per acre rates used for Farm woodland:	Soft wood	28d(1)	430.00
	Mixed wood	28d(2)	440.00
	Hard wood	28d(3)	340.00
29. Land withdrawn from Farmland classification. (36 M.R.S. § 1112)			
a. Total number of parcels withdrawn from 4/2/16 through 4/1/17.		29a	0
b. Total number of acres withdrawn from 4/2/16 through 4/1/17.		29b	0.00
c. Total value of penalties assessed by the municipality due to the withdrawal of classified Farmland from 4/2/16 through 4/1/17.		29c	$0.00

OPEN SPACE:

30. Number of parcels classified as Open Space as of April 1, 2017.	30	5
31. Number of acres first classified as Open Space for tax year 2017.	31	0.00
32. Total number of acres of land now classified as Open Space.	32	76.00
33. Total valuation of all land now classified as Open Space.	33	47,600

Municipality: KENNEBUNKPORT

OPEN SPACE TAX LAW CONTINUED

34. Land withdrawn from Open Space classification. (36 M.R.S. § 1112)

a. Total number of parcels withdrawn from 4/2/16 through 4/1/17.	34a	0
b. Total number of acres withdrawn from 4/2/16 through 4/1/17.	34b	0.00
c. Total value of penalties assessed by the municipality due to the withdrawal of classified Open Space land from 4/2/16 through 4/1/17.	34c	$0.00

LAND CLASSIFIED UNDER THE WORKING WATERFRONT TAX LAW

(36 M.R.S., §§ 1131 - 1140-B)

35. Number of parcels classified as Working Waterfront as of April 1, 2017.	35	1
36. Number of acres first classified as Working Waterfront for tax year 2017.	36	0.00
37. Total acreage of all land now classified as Working Waterfront.	37	0.13
38. Total valuation of all land now classified as Working Waterfront.	38	40,000
39. Classified Working Waterfront withdrawn. (36 M.R.S. § 1138)		
a. Total number of parcels withdrawn from 4/2/16 through 4/1/17.	39a	0
b. Total number of acres withdrawn from 4/2/16 through 4/1/17.	39b	0.00
c. Total value of penalties assessed by the municipality due to the withdrawal of classified Working Waterfront land from 4/2/16 through 4/1/17.	39c	$0.00

EXEMPT PROPERTY

(36 M.R.S. §§ 651, 652, 653, 654-A, 656)

40. Enter the **exempt *value*** of all the following classes of property which are exempt from property taxation by law.

a. Public Property (§ 651(1)(A) and (B)).		
(1) United States	40a(1)	7,560,400
(2) State of Maine (excluding roads)	40a(2)	607,900
TOTAL VALUE [40a (1) + (2)]	40a	8,168,300
b. Real estate owned by the Water Resources Board of the State of New Hampshire located within this state. (§ 651(1)(B-1))	40b	0
c. Property of any public municipal corporation of this state (including county property) appropriated to public uses. (§ 651(1)(D)) *(County, Municipal, Quasi-Municipal owned property)*	40c	15,142,900
d. Pipes, fixtures, hydrants, conduits, gatehouses, pumping stations, reservoirs and dams of a public municipal corporation supplying water, power or light if located outside the limits of the municipality. (§ 651(1)(E)).	40d	1,481,200
e. Airport or landing field of a public municipal corporation used for airport or aeronautical purposes. (§ 651(1)(F))	40e	0
f. Landing area of a privately owned airport when owner grants free use of that landing area to the public. (§ 656(1)(C))	40f	0
g. Pipes, fixtures, conduits, buildings, pumping stations, and other facilities of a public municipal corporation used for sewerage disposal if located outside the limits of the municipality. (§ 651(1)(G))	40g	0

Municipality: KENNEBUNKPORT

EXEMPT PROPERTY CONTINUED

40. h. Property of benevolent and charitable institutions. (§ 652(1)(A))	40h	14,323,400
i. Property of literary and scientific institutions. (§ 652(1)(B))	40i	4,531,400
j. Property of the American Legion, Veterans of Foreign Wars, American Veterans, Sons of Union Veterans of the Civil War, Disabled American Veterans and Navy Clubs of the USA. (§ 652(1)(E))		
1) Total exempt value of veterans organizations.	40 j(1)	393,300
2) Exempt value attributable to purposes **other than** meetings, ceremonials, or instruction facilities **(reimbursable exemption).**	40 j(2)	0
k. Property of chambers of commerce or boards of trade. (§ 652(1)(F))	40k	0
l. Property of houses of religious worship and parsonages. (§ 652(1)(G))		
1) Number of parsonages within this municipality.	40 l(1)	3
2) Indicate the total ***exempt*** value of those parsonages.	40 l(2)	60,000
3) Indicate the total ***taxable*** value of those parsonages.	40 l(3)	4,393,500
4) Indicate the total ***exempt*** value of all houses of religious worship.	40 l(4)	9,955,900
TOTAL EXEMPT VALUE OF ALL HOUSES OF RELIGIOUS WORSHIP AND PARSONAGES [Sum of 40 l(2) and 40 l(4)]	40l	10,015,900
m. Property owned or held in trust for fraternal organizations operating under the lodge system (do not include college fraternities). (§ 652(1)(H))	40m	1,015,400
n. Personal property ***leased*** by a benevolent and charitable organization exempt from taxation under § 501 of the Internal Revenue Code of 1954 and the primary purpose is the operation of a hospital licensed by the Dept. of Health and Human Services, health maintenance organization or blood bank. (§ 652(1)(K)) (Value of property owned by a hospital should be reported on line 40h)	40n	0
o. Exempt value of real property of all persons determined to be legally blind. (§ 654-A) ($4,000 adjusted by certified ratio)	40o	4,000
p. Aqueducts, pipes and conduits of any corporation supplying a municipality with water. (§ 656(1)(A))	40p	0
q. Animal waste storage facilities constructed after April 1, 1999 and certified as exempt by the Commissioner of Agriculture, Conservation and Forestry. (§ 656(1)(J)) **(reimbursable exemption)**	40q	0
r. Pollution control facilities that are certified as such by the Commissioner of Environmental Protection. (§ 656(1)(E))	40r	5,020,900
s. Snowmobile trail grooming equipment registered under 12 M.R.S. § 13113. (§ 655(1)(T)) **(reimbursable exemption)**	40s	0

Municipality: **KENNEBUNKPORT**

40t. VETERANS EXEMPTIONS - The following information is necessary in order to calculate reimbursement. (Section 653)

SECTION 1: The section is *only* for those veterans who served *during a federally recognized war period*

		NUMBER OF EXEMPTIONS		EXEMPT VALUE
Widower:				
1. Living male spouse or male parent of a deceased Veteran. *$6,000 adjusted by the certified ratio. [Section 653(1)(D)]*	40t(1)A		40s(1)B	
Revocable Living Trusts:				
2. Paraplegic veteran (or their widow) who is the beneficiary of a revocable living trust. *$50,000 adjusted by the certified ratio. [Section 653(1)(D-1)]*	40t(2)A		40s(2)B	
3. All other veterans (or their widows) who are the beneficiaries of revocable living trusts. *$6,000 adjusted by the certified ratio. [Section 653(1)(C) or (D)]*	40t(3)A		40s(3)B	
WW I Veterans:				
4. WW I veteran (or their widow) enlisted as Maine resident. *$7,000 adjusted by the certified ratio. [Section 653(1)(C-1)or (D-2)]*	40t(4)A		40s(4)B	
5. WW I veteran (or their widow) enlisted as non-Maine resident. *$7,000 adjusted by the certified ratio. [Section 653(1)(C-1) or (D-2)]*	40t(5)A		40s(5)B	
Paraplegic Veterans:				
6. Paraplegic status veteran or their unremarried widow. *$50,000 adjusted by the certified ratio. [Section 653(1)(D-1)]*	40t(6)A		40s(6)B	
Cooperative Housing Corporation Veterans:				
7. Qualifying Shareholder of Cooperative Housing Corporation *$6,000 adjusted by the certified ratio. [Section 653(2)]*	40t(7)A		40s(7)B	
All Other Veterans:				
8. All other veterans (or their widows) enlisted as Maine residents. *$6,000 adjusted by the certified ratio. [Section 653(1)(C)(1)]*	40t(8)A	48	40s(8)B	288,000
9. All other veterans (or their widows) enlisted as non-Maine residents. *$6,000 adjusted by the certified ratio. [Section 653(1)(C)(1)]*	40t(9)A	76	40s(9)B	456,000

SECTION 2: This section is only for those veterans who did not serve during a federally recognized war period

		NUMBER OF EXEMPTIONS		EXEMPT VALUE
10. Veteran (or their widow) disabled in the line of duty. *$6,000 adjusted by the certified ratio. [Section 653(1)(C)(2) or (D)]*	40t(10)A		40s(10)B	
11. Veteran (or their widow) who served during the periods from August 24, 1982 to July 31, 1984 and December 20, 1989 to January 31, 1990. *$6,000 adjusted by the certified ratio. [Section 653(1)(C)(1) or (D)]*	40t(11)A		40s(11)B	
12. Veteran (or their widow) who served during the period from February 27, 1961 and August 5, 1964, **but did not serve** prior to February 1, 1955 or after August 4, 1964. *$6,000 adjusted by the certified ratio. [Section 653(1)(C)(1) or (D)]*	40t(12)A		40s(12)B	

Total number of ALL veteran exemptions granted in 2017 40t(A) 124

Total exempt value of ALL veteran exemptions granted in tax year 2017 40s(B) 744,000

Municipality: KENNEBUNKPORT

EXEMPT PROPERTY CONTINUED

40. u. **Other.** The Laws of the State of Maine provide for exemption of quasi-municipal organizations such as authorities districts and trust commissions. These exemptions will not be found in Title 36.

Examples: Section 5114 of Title 30-A provides for exemption of real and personal property of an Urban Renewal Authority or Chapter 164, P. & S.L. of 1971 provides for exemption of real estate owned by the Cobbossee-Annabessacook Authority. (See also 30-A M.R.S., § 5413, Revenue Producing Municipal Facilities Act.)

Please list the full name of the organization in your municipality that has been granted exempt status through such a law, the provision of the law granting the exemption and the estimated full value of real property.

NAME OF ORGANIZATION	PROVISION OF LAW	EXEMPT VALUE
RSU 21		$2,933,900

TOTAL 40u 2,933,900

40. TOTAL VALUE OF ALL PROPERTY EXEMPTED BY LAW 40 63,774,600
(sum of all exempt value)

MUNICIPAL RECORDS

41. a. Does your municipality have tax maps? 41a YES YES/NO
If yes, proceed to b, c and d. If no, move to line 42. Give date when tax maps were originally obtained and name of contractor. (This does not refer to the annual updating of tax maps.)

b. Date 41b 4/1/1974 mm/dd/yyyy

c. Name of Contractor 41c AVIS AIR MAPS

d. Are your tax maps PAPER, GIS or CAD? 41d GIS

42. Please indicate the number of *land parcels* within your municipal assessing jurisdiction. *(Not the number of tax bills)* 42 3789

43. Total **taxable** land **acreage** in your municipality. 43 12469.97

44. a. Has a professional town-wide revaluation been completed in your municipality?

If yes, please answer the questions below. 44a YES YES/NO
If no, please proceed to line 45.

b. Did the revaluation include any of the following? Please enter each category with **YES** or **NO**.

44b (1) YES LAND

44b (2) YES BUILDINGS

44b (3) YES PERSONAL PROPERTY

c. Effective Date 44c 4/1/2009 mm/dd/yyyy

d. Contractor Name 44d VISION APPRAISAL

e. Cost 44e $287,000

Municipality: KENNEBUNKPORT

MUNICIPAL RECORDS CONTINUED

45. Please indicate the best choice that describes how the municipality administers its assessment function. Choose SINGLE ASSESSOR, ASSESSORS' AGENT or BOARD OF ASSESSORS. Please provide the name if single assessor or agent.

a) Function 45a ASSESSORS AGENT

b) Name 45b REBECCA NOLETTE

c) Email address 45c BNOLETTE@KENNEBUNKPORTME.GOV

46. List the beginning and ending dates of the fiscal year in your municipality.

FROM 46a 7/1/2017 (mm/dd/yyyy) TO 46b 6/30/2018 (mm/dd/yyyy)

47. Interest rate charged on overdue 2017 property taxes (36 M.R.S. § 505) 47 7.00 (not to exceed 7.00%)

48. Date(s) that 2017 property taxes are due. 48a 9/25/2017 48b 3/12/2018 48c (mm/dd/yyyy) 48d (mm/dd/yyyy)

49. Are your assessment records computerized?

49a YES YES/NO Name of software used 49b /ISION GOV. SOLUTIONS

50. Has your municipality implemented a local tax relief program similar to the state's circuitbreaker program or property tax fairness credit? 50a YES YES/NO How many people qualified? 50b 13

How much relief was granted? 50c $2,500.00

51. Has your municipality implemented a local elderly volunteer tax credit program under 36 M.R.S. § 6232(1-A)?

51a NO YES/NO How many people qualified? 51b

How much relief was granted? 51c

I/We, the Assessor(s) of the Municipality of KENNEBUNKPORT do state that the foregoing information contained herein is, to the best knowledge and belief of this office, reported correctly and that all of the requirements of the law have been followed in valuing, listing and submitting the information.

ASSESSOR(S) SIGNATURES

DATE

mm/dd/yyyy

NOTICE: This return must be completed and sent to the Property Tax Division by November 1, 2017 or within 30 days after the commitment date, whichever is later, in order to avoid reduction or loss of any entitlement under the Tree Growth Tax Law municipal reimbursement program for the 2017 tax year.

MAINE REVENUE SERVICES - 2017 MUNICIPAL VALUATION RETURN

Municipality: KENNEBUNKPORT County: YORK

VALUATION INFORMATION

1. List the number and type of new, demolished and converted residential buildings in your municipality since April 1, 2016, giving the approximate increase or decrease in full market value.

	One Family	Two Family	3-4 Family	5 Family Plus	Mobile Homes	Seasonal Homes
New	28					
Demolished	8				2	
Converted						
Valuation Increase (+)	$14,494,633					
Valuation Loss (-)					$39,000	
Net Increase/Loss	$14,494,633	$0	$0	$0	($39,000)	$0

2. List any new industrial or commercial growth started or expanded since April 1, 2016, giving the approximate full market value and additional machinery, equipment, etc.

3. List any extreme losses in valuation since April 1, 2016, giving a brief explanation such as "fire" or "mill closing", etc. giving the loss at full market value.

4. Explain any general increase or decrease in valuation since April 1, 2016 based on revaluations, change in ratio used, adjustments, etc.

MAINE REVENUE SERVICES - 2017 MUNICIPAL TAX RATE CALCULATION STANDARD FORM

Municipality: KENNEBUNKPORT

BE SURE TO COMPLETE THIS FORM BEFORE FILLING IN THE TAX ASSESSMENT WARRANT

1. Total taxable valuation of real estate	1	1,924,901,600 (should agree with MVR Page 1, line 6)		
2. Total taxable valuation of personal property	2	9,565,570 (should agree with MVR Page 1, line 10)		
3. Total taxable valuation of real estate and personal property (Line 1 plus line 2)			3	1,934,467,170 (should agree with MVR Page 1, line 11)
4. (a) Total exempt value for all homestead exemptions granted	4(a)	15,520,000 (should agree with MVR Page 1, line 14f)		
(b) Homestead exemption reimbursement value	4(b)	7,760,000 (line 4(a) multiplied by 0.5)		
5. (a) Total exempt value of all BETE qualified property	5(a)	188,860 (should agree with MVR Page 2, line 15c)		
(b) The statutory standard reimbursement for 2017 is 50% *Municipalities with significant personal property & equipment may qualify for more than 50% reimbursement. Contact MRS for the Enhanced Calculator Form.*	5(b)	94,430 (line 5(a) multiplied by 0.5)		DO NOT QUALIFY
6. Total valuation base (Line 3 plus line 4(b) plus line 5(b))			6	1,942,321,600
ASSESSMENTS				
7. County tax	7	$1,203,809.00		
8. Municipal appropriation	8	$8,459,621.00		
9. TIF Financing plan amount	9	$0.00 (should agree with MVR Page 2, line 16c)		
10. Local education appropriation (local share/contribution) (Adjusted to municipal fiscal year)	10	$9,939,712.00		
11. Total assessments (Add lines 7 through 10)			11	$19,603,142.00
ALLOWABLE DEDUCTIONS				
12. State municipal revenue sharing	12	$55,000.00		
13. Other revenues: (All other revenues that have been formally appropriated to be used to reduce the commitment such as excise tax revenue, Tree Growth reimbursement, trust fund or bank interest income, appropriated surplus revenue, etc... (Do not Include any homestead or BETE reimbursement)	13	$2,665,676.00		
14. Total deductions (Line 12 plus line 13)			14	$2,720,676.00
15. Net to be raised by local property tax rate (Line 11 minus line 14)			15	$16,882,466.00

16.	$16,882,466.00 (Amount from line 15)	x	1.05	=	$17,726,589.30	Maximum Allowable Tax
17.	$16,882,466.00 (Amount from line 15)	÷	1,942,321,600 (Amount from line 6)	=	0.008692	Minimum Tax Rate
18.	$17,726,589.30 (Amount from line 16)	÷	1,942,321,600 (Amount from line 6)	=	0.009126	Maximum Tax Rate
19.	1,934,467,170 (Amount from line 3)	x	0.008730 (Selected Rate)	=	$16,887,898.39 (Enter on MVR Page 1, line 13)	Tax for Commitment
20.	$16,882,466.00 (Amount from line 15)	x	0.05	=	$844,123.30	Maximum Overlay
21.	7,760,000 (Amount from line 4b)	x	0.008730 (Selected Rate)	=	$67,744.80 (Enter on line 8, Assessment Warrant)	**Homestead Reimbursement**
22.	94,430 (Amount from line 5b)	x	0.008730 (Selected Rate)	=	$824.37 (Enter on line 9, Assessment Warrant)	**BETE Reimbursement**
23.	$16,956,467.57 (Line 19 plus lines 21 and 22)	-	$16,882,466.00 (Amount from line 15)	=	$74,001.57 (Enter on line 5, Assessment Warrant)	Overlay

(If Line 23 exceeds Line 20 select a lower tax rate.)

Results from this completed form should be used to prepare the Municipal Tax Assessment Warrant, Certificate of Assessment to Municipal Treasurer and Municipal Valuation Return.

TOWN OF KENNEBUNKPORT, MAINE

~ INCORPORATED 1653 ~

MAINE'S FINEST RESORT

To: Board of Selectmen/Assessors

From: Becky R. Nolette, CMA, Assessors Agent

Date: September 19, 2017

Re: Abatement – Paul & Elizabeth Catarius, 23 New Adams Road

I received an abatement application, requesting a reduction in the building value, as the assessment included Central Air, which the house does not have. After a site visit, I did confirm there was no Central Air, however discovered 2 gas fireplaces that were not accounted for.

After making the adjustment, the building value is decreased by $13,700, resulting in an abatement of $119.61.

For your information, I have included the abatement application, my response to the Catarius' and the necessary documents for your signatures.

It is my recommendation that the abatement be granted at your September 28th, 2017 meeting.

6 Elm Street, P.O. Box 566, Kennebunkport, Maine 04046 • Tel: (207) 967-4243 Fax: (207) 967-8470

Town of Kennebunkport

Number 2017-4

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 28, 2017
Type of Tax:	Real Estate
Tax Year:	April 1, 2017
Amount Abated:	$119.61
Value abated:	$13,700
Taxpayer:	Paul & Elizabeth Catarius 14 Peach Road Glastonbury, CT 06033
Location:	23 New Adams Road
MBL:	37/3/34/B3 – Tax Acct.# 3524
Reason:	Building Value Adj./No Central Air

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

Date: September 28th, 2017

_____
Patrick A. Briggs

_____
Stuart Barwise

_____
Allen A. Daggett

Board of Assessors/Selectmen

_____
Edward W. Hutchins

_____
Sheila Matthews-Bull

TOWN OF KENNEBUNKPORT, MAINE

~ INCORPORATED 1653 ~

MAINE'S FINEST RESORT

September 19, 2017

Paul & Elizabeth Catarius
14 Peach Tree Rd.
Glastonbury, CT 06033

RE: 23 New Adams Rd./MBL: 37-3-34B3

Dear Mr. & Mrs. Catarius,

This is in response to your request for abatement on your property identified as Map 37 Block 3 Lot 34B. First, I would like to thank you for allowing me to do an interior inspection of your home.

After reviewing the information, I have corrected our records, removing the Central Air, and adding in the 2 gas fireplaces. After adjustments, it resulted in a net reduction of value in the amount of $13,700, for a tax abatement in the amount of $119.61

It will be my recommendation to the Board of Selectmen/Assessors, this abatement be granted at their September 28th, 2017 meeting.

If you have any questions, please contact the office at 967-1603.

Sincerely,

Becky R. Nolette, CMA
Assessors' Agent

6 Elm Street, P.O. Box 566, Kennebunkport, Maine 04046 • Tel: (207) 967-4243 Fax: (207) 967-8470

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

RECEIVED
SEP 19 2017

1. NAME OF APPLICANT: Paul & Elizabeth Catarius ~~mailing addre~~
2. ADDRESS OF APPLICANT: 23 New Adams Rd. / 14 Peach Tree Rd., Glastonbury, CT 06033
3. TELEPHONE NUMBER: 860-798-7959
4. STREET ADDRESS OF PROPERTY: 23 New Adams Rd.
5. MAP/BLOCK/LOT: 37-3-3483
6. ASSESSED VALUATION:
   (a) LAND: $ 120,600
   (b) BUILDING: $ 390,400
   (c) TOTAL: $ 511000
7. OWNER'S OPINION OF CURRENT VALUE:
   (a) LAND: $ 120,600
   (b) BUILDING: $ 376,700
   (c) TOTAL: $ 497,300
8. ABATEMENT REQUESTED (VALUATION AMOUNT): decrease in amount as there is no air conditioning
9. TAX YEAR FOR WHICH ABATEMENT REQUESTED: 2017-2018
10. AMOUNT OF ANY ABATEMENT(S) PREVIOUSLY GRANTED BY THE ASSESSOR FOR THE ASSESSMENT IN QUESTION: _____

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.

House was assessed as having air conditioning, but there is no air conditioning in house.

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

9/6/17
Date

Elizabeth Catarius
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."

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 19, 2017

Re: Abatement – Walter G. Rodiger Revocable Trust/12 Arlington St.

I received an abatement application, requesting a reduction in the land value, as they felt their assessment was higher in comparison to the other homes with ocean views. After a site visit, I did confirm the location (site index) of their home was misclassified, and they were not receiving the correct reduction amount for a documented right of way running across their property.

After making the adjustment, the land value is decreased by $194,300, resulting in an abatement of $1,696.24.

For your information, I have included the abatement application, my response to Mr. Rodiger and the necessary documents for your signatures.

It is my recommendation that the abatement be granted at your September 28th, 2017 meeting.

6 Elm Street, P.O. Box 566, Kennebunkport, Maine 04046 • Tel: (207) 967-4243 Fax: (207) 967-8470

Town of Kennebunkport

Number 2017-3

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 28, 2017
Type of Tax:	Real Estate
Tax Year:	April 1, 2017
Amount Abated:	$1,696.24
Value abated:	$194,300
Taxpayer:	Walter G. Rodiger Revocable Trust 8 Spicewood Lane Wilton, CT 06896
Location:	12 Arlington Street
MBL:	7/3/3 – Tax Acct.# 81
Reason:	Site Index/Land Value corrected.

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

Date: September 28th, 2017

_____
Patrick A. Briggs

_____
Stuart Barwise

_____
Allen A. Daggett

Board of Assessors/Selectmen

_____
Edward W. Hutchins

_____
Sheila Matthews-Bull

TOWN OF KENNEBUNKPORT, MAINE

~ INCORPORATED 1653 ~

MAINE'S FINEST RESORT

September 19, 2017

Walter G. Rodiger Revocable Trust
8 Spicewood Lane
Wilton, CT 0896

RE: 12 Arlington St./MBL: 7-3-3

Dear Mr. Rodiger,

This is in response to your request for abatement on your property identified as Map 7 Block 3 Lot 3. First, I would like to thank you for allowing me to do an interior inspection of your home, with your property manager.

After reviewing the information, I have corrected our records, to show the corrected location (site index) of your home to similarly located properties, and corrected the condition factor for having a documented Right of Way on your property. After the adjustments, it resulted in a net reduction of value in the amount of $194,300, for a tax abatement in the amount of $1,696.24.

It will be my recommendation to the Board of Selectmen/Assessors, this abatement be granted at their September 28th, 2017 meeting.

If you have any questions, please contact the office at 967-1603.

Sincerely,

Becky R. Nolette, CMA
Assessors' Agent

6 Elm Street, P.O. Box 566, Kennebunkport, Maine 04046 • Tel: (207) 967-4243 Fax: (207) 967-8470

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

RECEIVED AUG 29 2017 BY: _____

1. NAME OF APPLICANT: Walter G. Rodiger, Jr Rev. Trust, W. Gregory Rodiger, III Trustee
2. ADDRESS OF APPLICANT: 8 Spicewood Lane, Wilton, CT 06897
3. TELEPHONE NUMBER: 203-856-5861 (c) 203-291-4789 (w)
4. STREET ADDRESS OF PROPERTY: 12 Arlington Ave, Kennebunkport
5. MAP/BLOCK/LOT: 7/3/3 (?)
6. ASSESSED VALUATION:
   (a) LAND: $ 536,700
   (b) BUILDING: $ 409,700
   (c) TOTAL: $ 946,400
7. OWNER'S OPINION OF CURRENT VALUE:
   (a) LAND: $ 255,437
   (b) BUILDING: $ 409,700
   (c) TOTAL: $ 665,137
8. ABATEMENT REQUESTED (VALUATION AMOUNT): $281,263
9. TAX YEAR FOR WHICH ABATEMENT REQUESTED: ASAP
10. AMOUNT OF ANY ABATEMENT(S) PREVIOUSLY GRANTED BY THE ASSESSOR FOR THE ASSESSMENT IN QUESTION: None Known

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.

Please see attached

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

8-28-17
Date

Trustee
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."

WRG

Kennebunkport Assessors' Office

Re: 12 Arlington Street

August 25, 2017

Dear Town Assessors:

Attached please find a comparison of our residential land values with those of other homes on our street. Please note that I have adjusted them to a per acre land valuation, based on the Vision Government Solutions web information.

In talking with Becky Nolette, I understand that more land does not always equate to a greater land value; however, our property's valuation seems excessive by all measures. Also, please note that we do not have an ocean view, whereas our neighbors across the street at #s 9 and 11 Arlington do have ocean views.

My request for a reduced land value is based on averaging six surrounding properties (two with ocean views) and then applying that average to our acreage at #12, consisting of 0.29 acres on the north side of Arlington Street adjacent to the Arlington Condominiums' parking lot.

Thank you for your consideration of the attached study and I look forward to hearing from you at your earliest convenience.

Sincerely,

W Gregory Rodiger, 3rd

Trustee for Walter G. Rodiger, Jr. Rev. Trust

Eight Spicewood Lane Wilton, Connecticut 06897 (203) 856-5861

WRG

Arlington Street Address	Acreage	Assessed Land Value	Per Acre Land Value
4	0.27	$315,000	$1,166,666
6	0.34	$320,700	$ 943,235
7	0.55	$337,000	$ 612,727
9*	0.84	$617,300	$ 734,881
11*	0.52	$574,800	$1,105,385
12	0.29	$536,700	$1,880,689
14	0.85	$613,700	$ 722,000

515,000 (21,700)

588,400 (24,800)

*Ocean Views

Average values per above chart = $880,815

Congruous valuation of the land at #12= $255,437

Eight Spicewood Lane Wilton, Connecticut 06897 (203) 856-5861

7

TOWN OF KENNEBUNKPORT, MAINE
- INCORPORATED 1653 -
MAINE'S FINEST RESORT

To: Board of Selectmen/Assessors

From: Becky R. Nolette, CMA, Assessors Agent

Date: September 18, 2017

Re: Abatement/Kirsten Ivancevic Revocable Trust & Supplemental Bill/David & Allison Stires

Attached please find the necessary paperwork for your approval of an abatement of taxes for Kirsten Ivancevic Revocable Trust for $7,183.92 and a supplemental bill for David & Allison Stires for the same $7,183.92.

It was recently discovered the property located at 5 Fox Run, further identified as Map 8 Block 3 Lot 1H was transferred via deed in January 2017, from Kirsten Ivancevic Revocable Trust to Mr. & Mrs. Stires. Unfortunately, the ownership was not updated prior to the commitment of taxes and the tax bill was mailed to the previous owner. I did send correspondence to both parties, explaining the oversight.

If you have any questions, please let me know.

6 Elm Street, P.O. Box 566, Kennebunkport, Maine 04046 • Tel: (207) 967-4243 Fax: (207) 967-8470

Town of Kennebunkport

Number 2017-1

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 28, 2017
Type of Tax:	Real Estate
Tax Year:	April 1, 2017
Amount Abated:	$7,183.92
Taxpayer:	Kirsten M. Ivancevic Revocable Trust Kirsten M. Ivancevic, Trustee PO Box 332 Kennebunkport, Me 04046
Location:	5 Fox Run
MBL:	8/3/1H/Acct. #179
Reason:	Assessed to previous owner in error

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

Date: September 28, 2017

_____
Patrick A. Briggs

_____
Stuart Barwise

_____
Allen A. Daggett

Board of Assessors/Selectmen

_____
Edward W. Hutchins

_____
Sheila Matthews-Bull

TOWN OF KENNEBUNKPORT MAINE

2017 SUPPLEMENTAL TAX WARRANT

State of Maine
York, ss.

To Laurie A. Smith, Tax Collector of the Municipality of Kennebunkport, within said County of York:

GREETINGS: the assessments of estates of the persons hereinafter name (**DAVID & ALLISON STIRES**). You are hereby directed to levy and collect of each of the several persons named in said lists his/her respective proportion, therein set down of the sum of **SEVEN THOUSAND, ONE HUNDRED EIGHTY-THREE DOLLARS AND NINETY-TWO CENTS. ($7,183.92)**;

It being the amount of said list; and all powers of the previous warrant for the collection of taxes issued by us to you and dated August 10, 2017, are extended thereto; and we do hereby certify that the list of assessments of estates of persons named in said list is a supplemental assessment laid: by virtue of Title 36 M.R.S.A., section 713 as amended, and that the estates and assessments thereon as set forth in said list were invalid or void or were omitted for the original list committee unto you under our warrant dated August 10th, 2017.

Given under our hands this 28th day of September 2017

_____
Patrick A. Briggs

_____
Edward W. Hutchins, II

Board of Assessors/Selectmen

_____
Stuart Barwise

_____
Allan A. Daggett

_____
Sheila Matthews-Bull

Map, Block, Lot: 8/3/1H - Acct. # 179 - Tax Year 2018

Taxpayer: David & Allison Stires
7 Lawton Road
Bridgewater, NJ 08807

TOWN OF KENNEBUNKPORT, MAINE

~ INCORPORATED 1653 ~

MAINE'S FINEST RESORT

August 31, 2017

David & Allison Stires
7 Lawton Rd.
Bridgewater, NJ 08807

Re: 5 Fox Run

Dear Mr. & Mrs. Stires,

It was recently discovered that you recently acquired the property located at 5 Fox Run, further identified as Map 8, Block 3, Lot 1H., in January 12,2017. Unfortunately, the ownership information was not updated prior to the taxes being committed and tax bills mailed, so the bill was mailed to the Ivancevic's.

Maine laws specifies that the owner of record as of April 1st of any given year is responsible for the payment of taxes on a specific property. The transfer of 5 Fox Run, occurred back in January, therefore we need to correct the error. The process in which to do this is by abating the taxes for the Ivancevic's, and processing a supplemental bill to you. Once you receive the bill, your first payment will be due 30 days from the issuance of the bill, the second payment will be due on March 12th, 2018.

The Board of Assessors/Selectmen will need to approve the paperwork. Their next scheduled meeting is September 7th, 2017, however, if it does not make it on that agenda, it will be on the agenda for their September 28th, 2017.

Please feel free to contact me if you have any questions.

Sincerely,

Becky Nolette, CMA
Assessors Agent

6 Elm Street, P.O. Box 566, Kennebunkport, Maine 04046 • Tel: (207) 967-4243 Fax: (207) 967-8470

BK17403 PGS 109 - 111 01/12/2017 03:48:32 PM
INSTR#: 2017001740 DEBRA ANDERSON
RECEIVED YORK SS REGISTER OF DEEDS
E-RECORDED

TRUSTEES' DEED

KNOW ALL MEN BY THESE PRESENTS, that I, ***KIRSTEN M. IVANCEVIC, as Trustee of the Kirsten M. Ivancevic Revocable Trust dated September 8, 2008***, and also in my capacity as ***Trustee of the Walter C. Ivancevic Family Trust A Created Under Article VI of the Walter C. Ivancevic Revocable Trust dated March 16, 1992***, of Naples, Collier County in the State of Florida, by the power conferred by law, the above referenced Trusts, and every other power, grant to ***David Stires and Allison Stires,*** as joint tenants and not as tenants in common, all right and title and intent held by me in each of my aforesaid Trustee capacities in and to the premises situated in Kennebunkport, County of York and State of Maine, bounded and described as follows:

SEE EXHIBIT A ATTACHED HERETO
AND INCORPORATED HEREIN

MAINE REAL ESTATE
TRANSFER TAX PAID

IN WITNESS WHEREOF, the said ***KIRSTEN M. IVANCEVIC*** in her capacity as Trustee of the Kirsten M. Ivancevic Revocable Trust dated September 8, 2008 and as Trustee of the Walter C. Ivancevic Family Trust A Created Under Article VI of the Walter C. Ivancevic Revocable Trust dated March 16, 1992, has hereunto set her hand and seal this 12 day of January, 2017.

Witness

Kirsten M. Ivancevic
Kirsten M. Ivancevic, Trustee

STATE OF MAINE
YORK, SS.

January 12, ***2017***

Then personally appeared the above named ***KIRSTEN M. IVANCEVIC*** and acknowledged the foregoing instrument to be her free act and deed in her said capacities.

Before me,

Notary Public/Attorney-at-Law

STEPHEN Y. HODSDON
Maine Notary Public
Commission Expires
January 29, 2020

RETURN TO:
Jens-Peter W. Bergen, Esq.
79 Portland Road
Kennebunk, Maine 04043

EXHIBIT A

A certain lot or parcel of land with the buildings thereon located off South Main Street, Kennebunkport, County of York and State of Maine, being comprised and depicted as follows:

Lot 8 as depicted on a plan by Adams & Co., entitled "TOUCHSTONE SUBDIVISION of Kennebunkport, Maine", dated May 25, 1988, and recorded with the York County Registry of Deeds in Plan Book 171, Page 4, as amended and recorded on February 23, 1995 in said Registry of Deeds in Plan Book 223, Page 10.

This conveyance is made subject to and with the benefit of the following:

1. All conditions depicted or described on the Touchstone Subdivision Plan.

2. All terms and conditions of the approval by the Planning Board for the Town of Kennebunkport as set forth in the Statement of Findings of Fact, Conclusions, and Conditions of Approval TOUCHSTONE SUBDIVISION South Main Street, Kennebunkport, Maine, dated August 10, 1988, and recorded with the York County Registry of Deeds in Book 4816 at Page 312.

3. All terms and conditions contained in the Declaration of Covenants for the Touchstone Subdivision as well as the By-Laws of the Touchstone Owners Association incorporated therein; said Declaration is dated August 22, 1988 and recorded in the York County Registry of Deeds in Book 4816, at Page 319.

4. A reserved easement for the purposes of ingress and egress and the transmission of utilities whatsoever in nature 50 feet in width running over the area shown as Touchstone Drive and continuing over a portion of Lots 7 and 8 across the area shown as Common Area to other land of the Grantors herein, all as depicted and descried on the plan referenced above.

5. Agreement for Relocation and Maintenance of Right of Way and Easement dated September 1, 2000 and recorded in the said Registry Book 10312 Page 170, and easement deed of Ivancevic to Gelardi contemplated thereunder.

Title reference is made to a Warranty Deed of Kirsten M. Ivancevic, Trustee of the Kirsten M. Ivancevic Revocable Trust dated March 16, 1992 to Walter C. Ivancevic, Trustee of the Walter C. Ivancevic Revocable Trust dated March 16, 1992, and said deed dated September 8, 2008 and recorded in the York County Registry of Deeds in Book 15488, Page 489; further reference being made to the Warranty deed of Kirsten M. Ivancevic to the Kirsten M. Ivancevic Revocable Trust dated March 16,1992 dated

August 23, 2004 recorded in the said Registry in Book 14199 Page 625, and to that instrument recorded in said Registry Book 17389 Page 501.

Agenda Item Divider

8

KENNEBUNKPORT PARKS AND RECREATION DEPARTMENT
PLAYGROUND EQUIPMENT FOR SALE

The Town of Kennebunkport is requesting bids for the following playground equipment:

Playground 1: Made by Miracle Recreation Equipment Company; is located at Parsons Field beside Consolidated School and will be removed shortly. The playground is 25-30 years old.

Playground 2: Made by Miracle Recreation Equipment Company; has been located at Rotary Park on Beachwood Avenue and has been dismantled. The playground is 25-30 years old.

Playgrounds can be inspected and viewed at each location by appointment, Monday through Friday, 9:00 a.m. to 3:00 p.m. until September 20, 2017.

Bids should include contact information: name, phone number, and email address.

Bidders must purchase playgrounds "where is/as is" and make payment to the Town of Kennebunkport by cash or cashier's check within 5 (five) days of bid opening. The Town makes no representation as to the safety or current condition of the playgrounds. All equipment will be purchased in its current condition.

All bids must be submitted in a sealed envelope, marked "Sealed Bids – Playground 1 or Sealed Bids – Playground 2", no later than 2:00 p.m. on September 21, 2017. Bids may bid dropped off at the Parks & Rec Department at 25 School Street, Kennebunkport or mailed to the address listed below, but must be received prior to the bid opening time. Bids will be opened and read at that time.

Kennebunkport Parks & Rec Department
Attn: Sealed Bids – Playground 1 or Playground 2
P.O. Box 566
Kennebunkport, ME 04046

Please feel free to contact the Parks and Recreation Director with any questions at (207) 967-4304.

The Town reserves the right to reject any and all bids.

Richard Francoeur
37 Mt. Kineo Rd
Kennebunkport

710-4873

$200-

#2 ROTARY PARK ON BEACHWOOD

Agenda Item Divider

9

MEMORANDUM

To: Laurie Smith, Town Manager

Fr: Craig Sanford, Chief of Police

Re: Cruiser Purchase

Dt: September 19, 2017

The police department has completed the bid process for the purchase of a new 2018 Dodge Charger. We sent out requests to eight dealerships in Maine and New Hampshire and received three bids back.

I am recommending we except the bid from Southern Maine Dodge/Jeep for $20,543.00 which includes a trade in on a used 2009 cruiser of $2,000.00.

Although we received a cheaper bid from Newcastle Dodge for $20,498.00, I will easily spend the $45.00 difference in gas and tolls making multiple trips to Newcastle, Maine. We are paying more this year because we are trading in a very old vehicle.

I expect change over costs to be between $5,500.00 and $6,000.00. Should you have any other questions, please contact me.

2018 Dodge Charger Police Edition Proposal

Eric Bonnette
Product Specialist
Phone: (207) 282-4101
Email: ebonnette@smcdj.com
824 Portland Road.
Saco, Maine 04072

To: The Kennebunkport Police Department,

We are pleased to submit the bid for the addition to your Police fleet. We will work diligently to meet all your departments' needs in this addition. We are submitting two (2) proposals for your department to choose from. One being a rear wheel drive with the 3.6L V6 and one with all-wheel drive 5.7L V8. Both bids have all the required options you requested either through standard or added options. Please feel free to contact me with any questions you may have.

Options:

- Black Exterior Paint
- HD Cloth Bucket Seats with Vinyl Rear Bench Seat
- Black Vinyl Floors
- Power Heated Mirrors
- 4 Remote Key Fobs Keyed to Match your Fleet
- USB Ports
- Deactivated Rear Doors and Windows
- 18" Wheels with Covers
- Mud Flaps

We have included a copy of the build sheets for both packages and a copy of the expanded standard option sheet for your review.

Trade allowance for the 2009 Crown Victoria VIN# 2FAHP71V49X105226 is $2,000 (Two Thousand Dollars) good toward which ever vehicle you choose.

2018 Dodge Charger Police Edition RWD 3.6L V6 with 5-Speed Auto Transmission

$33,910 (MSRP)
$22,543 (Your Price)
-$2,000 (Trade Allowance)
$20,543 (Total)

2018 Dodge Charger Police Edition AWD 5.7L V8 with 5-Speed Auto Transmission

$38,640 (MSRP)
$25,043 (Your Price)
-$2,000 (Trade Allowance)
$23,043 (Total)

NEWCASTLE CHRYSLER • DODGE • DODGE TRUCK • JEEP
(207) 563-8138 • 1-888-944-JEEP • FAX (207) 563-8666
573 ROUTE 1
NEWCASTLE, MAINE 04553
www.newcastlemotorcars.com

Dear Chief Sanford,

I am pleased to quote a bid price on the following vehicle: **2018 Dodge Charger Police Package with the 3.6 V6 .**
-Wheel Covers -HD Cloth Bucket seats with vinyl rear
-LEDSpot Light -Pitch Black in color - Molded Mud Flaps
-Vinyl Floor covering - Key alike - Rear Locks and handles inoperable
- Full SizeSpare – *Package is required, Fleet Safty Group.

* Does not include Front Corner Side LED, unavailable

2017 Dodge Charger	$21,998.00
- Trade 2009 Ford	$-1,500.00
Gross price exclusive of taxes:	**$20,498.00**
Net Cost to Kennebunkport Police Dept.	

Bidder: Newcastle CDJ___
Michael Elwell
Address:573 US Route One
Newcastle Maine 04553
Telephone: (207)563-8138

By: _____ Date: August 14th 2017
Michael Elwell Fleet Sales

Hi Chief,

I included details for your bid request. The out the door price is $24,503! We will buy your trade for $2,000. With the trade it is $22,503 this includes mud flaps and 20 day temp tag with title application!

We will need to what your fleet key number is 1,2,3,4?

You will see we added Fleet Safety Group which FCA will not allow a order without. Also added Street Appearance Group which was less money to have the extra USB.

Please any questions I would be happy to answer?

Thank you for the bid.

–
Sincerely,
Aristedes Poulis

Sales & Leasing Consultant
Poulin Chrysler Dodge Jeep Ram
401 N Main St, Rochester, NH 03867
aristedes@autocountry.com(888) 645-8507 ext1121

ONLY IN A Jeep

Agenda Item Divider

10

TOWN OF KENNEBUNKPORT, MAINE

~ INCORPORATED 1653 ~

MAINE'S FINEST RESORT

MEMORANDUM TO: Laurie Smith, Town Manager

RE: FY 2018 Winter Sand Bid Recommendation

DATE: September 25, 2017

Winter sand bids were received by the Town and are as follows for delivery to the Highway Garage at 105 Beachwood Ave or pick up by Kennebunkport Public Works:

Dayton Sand and Gravel:	Sand –	$9.00 per CY, Delivered; $5.00 per CY Picked Up
RH Brown / Hissong Development	Stone Dust –	$9.10 per CY, Delivered; $4.20 per CY Picked Up

Both bid materials are acceptable performing winter abrasives. Stone dust and sand have different densities, so by weight we get 8% more stone dust in a cubic yard as compared to sand.

All bidders appear to meet our winter sand specifications. Both pick up locations have approximately the same round trip delivery time. I recommend that the Winter Sand Bid be awarded to Hissong Development Corporation at $9.10 per CY Delivered and $4.20 per CY Picked Up. We plan on using the $4.20 / CY picked up with our own trucking.

BY:

Michael Claus
Director, Public Works Dept.

Beachwood Avenue, P.O. Box 566, Kennebunkport, Maine 04046 • Tel: (207) 967-5728 Fax: (207) 967-5372

TOWN OF KENNEBUNKPORT

Winter Sand Bid – 2017

BID SCHEDULE

(Type all information, please)

Price per cubic yard loaded on Town truck at supplier's stockpile

$ 4.20 /c.y. **or** price per ton $ 3.00

Stockpile Location: 100 Old Kennebunk Rd Lyman

Price per cubic yard delivered, F.O.B. Town Garage, Beachwood Avenue, Kennebunkport

$ 9.10 /c.y. or price per ton $ 6.50

*Pricing based on 1.4 tons/cubic yard

Bidder: RH Brown / Hissong

Address: 48 York St.

Kennebunk, ME 04043

Telephone Number: (207) 423-2006

By: _____

Name: Jonathan Pizey

Signature: _____

Date: 9/7/2017

TOWN OF KENNEBUNKPORT

Winter Sand Bid – 2017

BID SCHEDULE

(Type all information, please)

Price per cubic yard loaded on Town truck at supplier's stockpile

$ 5.00 /c.y. or price per ton $_____

Stockpile Location: Dayton Sand & Gravel Co. Inc. 928 Goodwins Mills Rd Dayton, Me

Price per cubic yard delivered, F.O.B. Town Garage, Beachwood Avenue, Kennebunkport

$ $9.00 /c.y. or price per ton $_____

Bidder: Dayton Sand & Gravel Co. Inc.

Address: 928 Goodwins Mills Rd., Dayton, Me

Telephone Number: 207-499-2306 ext 221

By: Dayton Sand & Gravel Co. Inc.

Name: Russell E Keene, President

Signature: Russell E Keene

Date: 09/7/2017

Town of Kennebunkport
Request For Proposals
2017 Winter Sand

The Town of Kennebunkport is requesting bids to supply an estimated 1,500 cubic yards of screened winter sand for the 2017/2018 winter season. Contract period shall start no later than September 25, 2017, and run continuously through to April 30, 2018.

An initial delivery of 1,000 cubic yards by December 1, 2017.

Bids shall be submitted to the Town Manager's office, 6 Elm Street, PO Box 566, Kennebunkport, Maine 04046, by 2 p.m., prevailing time, on Thursday, September 7, 2017, in a sealed envelope marked with the Bidder's name and the words "Winter Sand Bid" on the outside.

The enclosed informational package includes a scope of work/performance specification and sample contract.

Selection criteria will be the contractor's cost, material specification, past experience with the Town and delivery schedule.

The Town reserves the right to accept or reject any or all proposals for any reason, to negotiate with any individual or company.

The Town anticipates having a contract award recommendation on the Board of Selectmen Meeting agenda for September 14, 2017.

Town of Kennebunkport

Winter Sand Bid - 2017

Specifications and Bid Schedule

A. Successful bidder agrees to provide winter sand to the Town as outlined herein for the agreed-on price quoted herein.

B. Contract period shall start no later than September 25, 2017, and run continuously through to April 30, 2018.

C. Prices shall be printed on the Bid Schedule and shall include the cost of all materials, labor, equipment, and transportation (where required) to provide the products described in the specifications. No bid may be withdrawn for a period of 45 calendar days following the bid opening.

D. Bidders shall examine and familiarize themselves with the Specifications and Bid Schedule. Bidders shall in no way be relieved of their obligation to provide the product specified in the manner and for the price quoted because of any error, mistake, or omission on their part. The successful Bidder shall be required to provide Certificates of Insurance for worker's compensation, general liability, and automobile insurance with minimum amount of at least $400,000 for single or aggregate limits and $1,000,000 for umbrella clauses.

E. An initial order for 1,000 cubic yards shall be placed. The Town anticipates trucking sand as part of this contract, but may utilize the delivery price based on manpower and equipment availability. An estimate of the maximum quantity required is 1,500 cubic yards; however this may vary more or less. For orders of additional sand made after December 1st, deliveries shall be made within five working days of request, weather permitting.

F. The Town reserves the right to cancel the contract by written notification at any time if, in the opinion of the Town, the delivery times or product quality become unsatisfactory.

G. The sand is specified as follows:

Sand shall be screened and consist of fine stone and gravel fragments of gritty consistency, free of organic material (roots, leaves, sawdust, etc.) or trash, and shall have the following gradation:

Sieve Designation	Percent Passing by Weight
3/8 inch*	100
No. 4	75 - 100
No. 8	40 - 90
No. 16	20 - 75
No. 30	10 - 50
No. 100	2 - 15
No. 200	0 - 5

*Note - use 3/8" by 3/8" screen.

Sand must be clean. Screened washed sand is preferred and may be given preference over screened unwashed sand. Natural, unwashed sand deposits may not be used unless pit location and material have been reviewed and approved by the Town of Kennebunkport. Gradation report and sample required for un-approved material to be considered. Screened sand from Brex Corp B Pit in Wells Maine, and Dayton Sand and Gravel, Dayton Pit, are approved unwashed natural sand sources. Hissong Stonefield Pit unwashed stone dust is an approved sand source.

The Town reserves the right to reject any load delivered if, in the opinion of the Town, the contents of the load do not meet this Specification.

H. Bids shall be submitted to the Town Manager's office, 6 Elm Street, PO Box 566, Kennebunkport, Maine, 04046, by 2 p.m. on Thursday, September 7, 2017, in a sealed envelope marked on the outside "Winter Sand Bid." The Town reserves the right to accept or reject any or all proposals for any reason, to negotiate with any individual or company.

TOWN OF KENNEBUNKPORT

Winter Sand Bid – 2017

BID SCHEDULE

(Type all information, please)

Price per cubic yard loaded on Town truck at supplier's stockpile

$_____/c.y. **or** price per ton $_____

Stockpile Location:_____

Price per cubic yard delivered, F.O.B. Town Garage, Beachwood Avenue, Kennebunkport

$_____/c.y. or price per ton $_____

Bidder: _____

Address: _____

_____

Telephone
Number: _____

By:_____

Name: _____

Signature:_____

Date:_____

2017 Winter Sand Bid Invitation

Robert H. Brown, Inc.
9 Log Cabin Road
Kennebunkport ME 04046
207.967.4715
jpizey@hissongdevelopment.com

BREX Corp.
PO Box 1159
Kennebunk ME 04043
207.985.4447
markbrown@brexcorp.com

Pike Industries, Inc.
81 Boyd Road
Wells ME 04090
207-676-9973
jhanley@pikeindustries.com

Mr. Russell K. Keene
Dayton Sand & Gravel
928 Goodwin Mills RD
Dayton, ME 04005-7352
800.339.2700
fjohnston@daytonsand.com

William A. Renaud, Jr., Trucking, Inc.
119 Knights Pond RD
S. Berwick, ME 03908
(207) 384-5111
Renaud5111@comcast.net

Agenda Item Divider

(11)

TOWN OF KENNEBUNKPORT
Street Opening Permit

PROPERTY INFORMATION

Name of Homeowner: Ben + Rebecca Thompson Date: 9/15/2017

Address: 3 Temple St.

Telephone 447851170783 This is UK number Map, Block, Lot: 11-12-6

Street to be excavated: Temple St. - sidewalk only

Size of excavation (length and width): 6' long (width of sidewalk) x 2' wide

Reason for excavation: underground utilities service

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

CONTRACTOR INFORMATION

Date of excavation: Between 9-24 and 10-9, weather permitting

Name of Contractor: Cape Property + Construction Mgt., LLC

Address: P.O. Box 7211 Cape Porpoise ME 04014

Telephone: 207 351-5811 Fax: —

BOND & INSURANCE INFORMATION

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

Bond Amount: Two Thousand Dollars $2,000.00

Company that issued the bond (if applicable): NGM INSURANCE

Person or entity providing the bond to the Town (contractor, property owner, other): Cape Property + Construction Mgt., LLC

Insurance Company: Western World Insurance Company

Signature of person completing the application: Robert G. Worthley Date: 9/15/17

APPROVED

Highway Superintendent: [signature] Selectmen:

Selectmen: Selectmen:

Selectmen: Selectmen:

Date Approved:

Application Fee: $25.00
Date Paid:
Amount Paid:
☐ Cash ☐ Check ☐ Money Order

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

LICENSE OR PERMIT BOND

BOND NO. S-861393

KNOW ALL MEN BY THESE PRESENTS THAT WE,
Cape Property & Construction Mgt. LLC of
31 Mills Road Cape Porpoise ME 04014 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 Two Thousand and 00/100 Dollars
($ 2,000.00), 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 Permit
at 3 Temple Street, Kennebunkport, ME for the term commencing on the 14th day of September, 2017 and ending on the 14th day of September, 2018.

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 14th day of September, 2017.

Cape Property & Construction Mgt. LLC

By Robert A. Westbley

NGM Insurance Company

By Lisa Ricker
Attorney-in-Fact
Lisa Ricker

68-QQ-0002a-06

NGM INSURANCE COMPANY
A member of The Main Street America Group

POWER OF ATTORNEY

S-861393

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 Lisa Ricker 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-861393 dated September 14, 2017, on behalf of **** Cape Property & Construction Mgt. LLC ****
in favor of Town of Kennebunkport
for Two Thousand and 00/100 Dollars ($ 2,000.00)
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:

NGM INSURANCE COMPANY FOUNDED 1923 FLORIDA

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# FF915117
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 14th day of September, 2017.

NGM INSURANCE COMPANY FOUNDED 1923 FLORIDA

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.

Benjamin S. Thompson / Rebecca A. MacDougall
38 Carlton Hill
St. John's Wood, London
NW8 0JY
U.K.

1 July, 2017

Robert Worthley
c/o Cape Property & Construction Mgt., LLC
P.O. Box 7211
Cape Porpoise, ME 04014
U.S.A.

Dear Bob:

Please let this letter serve as confirmation that as owners of 3 Temple Street in Kennebunkport, Maine, we hereby authorize you to file on our behalf for various work permits (e.g., for remodeling, curb cuts, etc.) for work to be undertaken by Cape Property & Construction Mgt. LLC at 3 Temple Street.

If you or the Town of Kennebunkport have any questions for us, we are best reached via e-mail at Benjamin.gsf.thompson@gmail.com

Best Regards,

Ben Thompson

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/13/2017

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

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

PRODUCER
Lyons Agency for Insurance
135 Fletcher Street
PO Box 950
Kennebunk ME 04043-0950

CONTACT NAME: Lisa Ricker
PHONE (A/C, No, Ext): (207) 985-2901 FAX (A/C, No): (207) 985-2932
E-MAIL ADDRESS: lricker@LyonsAgencyInsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Risk Placement Services	103
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Cape Property & Construction Management LLC
P.O. Box 7211
Cape Porpoise ME 04014

COVERAGES CERTIFICATE NUMBER: 2017 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			TBA	7/1/2017	7/1/2018	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

Benjamin Thompson
3 Temple Street
Kennebunkport, ME 04046

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Lisa Ricker/LLR

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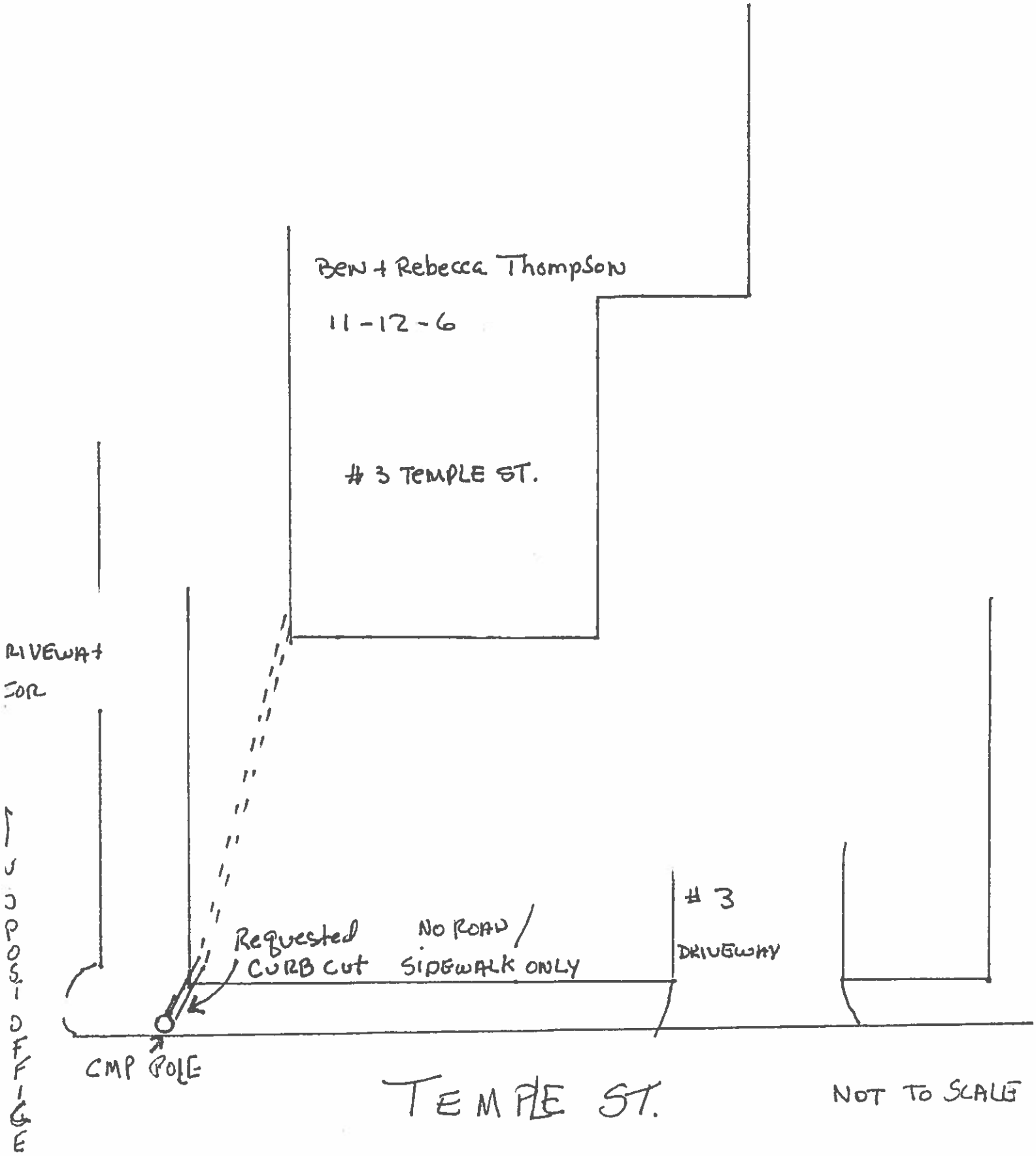

Ben + Rebecca Thompson
11-12-6
3 TEMPLE ST.
DRIVEWAY FOR
UNOFFICIAL
Requested CURB cut
NO ROAD / SIDEWALK ONLY
3
DRIVEWAY
CMP POLE
TEMPLE ST.
NOT TO SCALE

Agenda Item Divider

12

STATE OF MAINE
COUNTY OF YORK

DISTRICT COURT
LOCATION: BIDDEFORD
CIVIL ACTION
DOCKET NO. _____

The Inhabitants of the Town of Kennebunkport, a municipal corporation organized under the laws of the State of Maine,	)	
Plaintiff	)	
v.	)	
Linda B. Pichette of Thorofare, NJ,	)	
	)	**STIPULATED JUDGMENT**
Defendant	)	

This matter came before the Court on the Plaintiff's Complaint for relief under Rule 80K of the Maine Rules of Civil Procedure. By the consent of the parties it is hereby ordered and adjudged that the Defendant has committed a violation of the Kennebunkport Land Use Ordinance ("Ordinance" or "LUO") by reason of a violation of the Town's setback requirements applicable to "corner lot" properties located in the Goose Rocks Zone, on Defendant's property located at 9 Community House Road, Kennebunkport, Maine (Tax Map 35, Block 18, Lot 5). The parties in the above-captioned matter hereby STIPULATE AND AGREE to the entry of Judgment as follows:

1. Defendant LINDA B. PICHETTE is the owner of a certain residential property located at 9 Community House Road, Kennebunkport, Maine, identified on Kennebunkport Assessor's Map as Tax Map 35, Block 18, Lot 5, the property being further described in a deed from Mark A. Taylor and Bernice S. Taylor dated September 20, 1985, and recorded in the York County Registry of Deeds in Book 3641, Page 175. The property, comprised of a residential corner lot with frontage along Community House Road and along a private right of way, is hereinafter referred to as "the subject property". The subject property is located in the Goose Rocks Zone.

2. This matter has been filed pursuant to the provisions of 30-A M.R.S. § 4452 and M.R.Civ.P. Rule 80K for enforcement of land use laws and ordinances upon the discovery of an apparent non-conformity in the location of the addition as constructed on the subject property in 1998.

3. Both parties consent to the filing of the Complaint in this matter pursuant to Title 30-A M.R.S. §4452 and M.R.Civ.P. Rule 80K and waive any requirements of service of process, formal citation, and any other jurisdictional issues; it is the intent of the parties to fully vest this Court with jurisdiction over the matters contained herein.

4. The subject property is a "corner lot" and has two front lot lines, as those terms are defined in LUO Article 2, Section 2.2. A "corner lot" is defined in the LUO as a lot with at least two (2) contiguous sides abutting a street or right of way. The definition of "front lot line," as applied to a corner lot, is the line separating the lot from each street or right of way.

5. The subject property contains two front lot lines, one along Community House Way, a public way, and the other along a private right of way. Therefore, Section 4.8 of the LUO requires a 20 foot setback from these two front lot lines on the subject property.

6. In 1984, the Zoning Board of Appeals granted approval to Defendant's predecessor in title of a functional division of property, leading to the creation of the corner lot that became the subject property. See **Exhibit A**. The plot plan associated with this approval shows the subject property with 76 feet of road frontage on Old Proctor Road (which is now known as Community House Road). It is unclear whether any field measurements were taken to support the road frontage dimensions drawn on the plot plan.

7. On October 5, 1998, Defendant, through her builder, Lawrence D. Inglis, obtained a building permit to add an addition to the residence on the subject property. The project description was as follows: "Add 14 x 24

garage to west side of the house with two bedrooms over. Extend house in rear over current deck area in rear. Eliminate front bedroom first floor for stairway to second floor". A copy of the building permit issued is attached hereto as **Exhibit B**. The drawings attached to the 1998 building permit show the existing residence to be located 20 feet from the edge of Community House Road, and 34 feet from the edge of the private right of way; the proposal was to add a 14′ x 24′ garage along the northwesterly side of the residence, which would bring the renovated residence to within 20 feet of the private right of way. Both the front and side setbacks are listed on the 1998 building permit as being 20 feet. Upon information and belief, at or near the time the garage was constructed in 1998, an inspection was performed by the Plaintiff's then representative to determine compliance with the building permit.

8. A mortgage inspection plan performed by Livingston-Hughes on November 22, 2016, a copy of the same which is attached as **Exhibit C**, disclosed the setback from the private way to be only fifteen (15) feet, which is therefore in violation of the applicable 20-foot setback requirement under the current LUO as well as the LUO in effect at the time the building permit for the addition was issued. At the time the garage was constructed in 1998, it was not apparent to Defendant or

Defendant's builder that the garage encroached upon the applicable 20-foot setback requirement. The Defendant believes that the builder based the 14′ x 24′ garage addition on the 1984 plot plan which shows the road frontage along Old Proctor Road (now Community House Road) to be 76 feet. The 2016 mortgage inspection plan, however, shows the road frontage to be 71 feet (which would appear to account for the 5-foot encroachment).

9. During the entire period of Defendant's ownership of the subject property up until the 2016 mortgage inspection plan was done, Defendant has used the subject property without knowledge of the non-conformity.

10. The Plaintiff Town has investigated and finds that the afore-mentioned setback violation was inadvertent, and was not the result of a willful, pre-meditated act of bad faith or of gross negligence on the part of the Defendant, a predecessor in title to the Defendant, or an agent of either one of them. The Town further finds that the violation does not pose any significant health, safety or welfare problem and it would not serve the public interest to require the garage addition to be relocated or removed for purposes of eliminating the setback violation because the impacts of allowing the mislocated structure to remain in its existing location will not

be substantially different from or greater than the impact and effects of a structure which conforms to the applicable setback requirements.

11. This Stipulated Judgment does not authorize any expansion, enlargement, alteration or relocation of the residence (as enlarged) on the subject property that does not comply with applicable setback provisions of the Ordinance. It is the intent of this Stipulated Judgment that the portions of the existing structure that violate the setback provisions of the Ordinance may be repaired in their current location, but shall not otherwise be enlarged, altered or relocated without conforming to existing Ordinance provisions.

12. Plaintiff agrees, and hereby does relinquish, its right to any further prosecution of the Defendant, the Defendant's successors and assigns, for the aforesaid setback violation of the Kennebunkport Land Use Ordinance; provided, however, that if the Defendant, or the Defendant's successors or assigns, shall breach or otherwise fail to meet the terms of this Stipulated Judgment, Plaintiff may institute appropriate Court proceedings to enforce the provisions of the Kennebunkport Land Use Ordinance and/or this Stipulated Judgment, and shall be entitled to applicable remedies, as well as injunctive relief.

13. The Defendant agrees to pay the Plaintiff a civil penalty in the amount of $_____, as well as the reasonable attorneys' fees incurred by the Plaintiff in connection with resolution of this matter (which are estimated to be no more than $1,000.00). Said payment shall be made to the Plaintiff Town within thirty (30) days of entry of this Stipulated Judgment.

14. This Stipulated Judgment, shall be binding upon the Plaintiff and upon the Defendant and the Defendant's respective successors and assigns, and shall be duly recorded in the York County Registry of Deeds.

The Clerk is specifically directed pursuant to M.R.Civ.P. 79(a) to enter this Stipulated Judgment on the Civil Docket by notation incorporating it by reference.

IT IS SO ORDERED.

Dated: _____ 2017 _____

Judge, Maine District Court

Form 1

APPLICATION FOR VARIANCE OR
APPEAL TO BOARD OF ZONING APPEALS

EXHIBIT
A

Name of Appellant MARK A & BERNICE S. TAYLOR

Mailing Address 18 EMERY ST c/o AYER, HODSDON & AUSTIN P. O. Box 1001, Kennebunk, Maine 04043

City or Town SOMERSWORTH ~~Maine~~ NH 03878

Telephone 603-692-2216

Name of Owner ABOVE

The undersigned requests that the Board of Appeals consider one of the following:

X 1. An Administrative Appeal. Relief from the decision, or lack of decision, of the Code Enforcement Officer or Planning Board in regard to an application for a permit. The undersigned believes that (check one):

X an error was made in the denial of the permit

X the denial of the permit was based on a misinterpretation of the ordinance and of law

___ there has been a failure to approve or deny the permit within a reasonable period of time

X other: the application was for authorization to confirm, by deed, the existing and grandfathered "functional" division; since the property was "functionally divided", there should have been no question about approval.

Please explain in more detail the facts surrounding this appeal (please attach a separate piece of paper). You should be as specific as possible so that the Board of Appeals can give full consideration to your case.

ALTERNATIVELY:

X 2. A Variance.

a. Nature of Variance: Describe generally the nature of the variance DIVISION OF LOT ON OLD PROCTOR RD. GOOSE ROCKS BEACH (ASSESSORS MAP 18) LOT 4 TO PERMIT SELLING COTTAGES (2) LOCATED THEREON SEPARATELY

In addition, a sketch plan of the property must accompany this application showing dimmensions and shape of the lot, the size and locations of existing buildings, the locations and dimensions of proposed buildings or alterations, and any natural or topographic peculiarities of the lot in question.

SEE LETTER & DRAWINGS ATTACHED.

SUBJECT: REQUEST FOR VARIANCE

OCT. 10, 1984

EXHIBIT
A

ROBT. F. WHITELY, CODE ENFORCEMENT
TOWN OF KENNEBUNKPORT, ME.

WE, (MARK A. & BERNICE S TAYLOR) REQUEST A VARIANCE ON THE LAND AND BUILDINGS DESCRIBED BELOW.

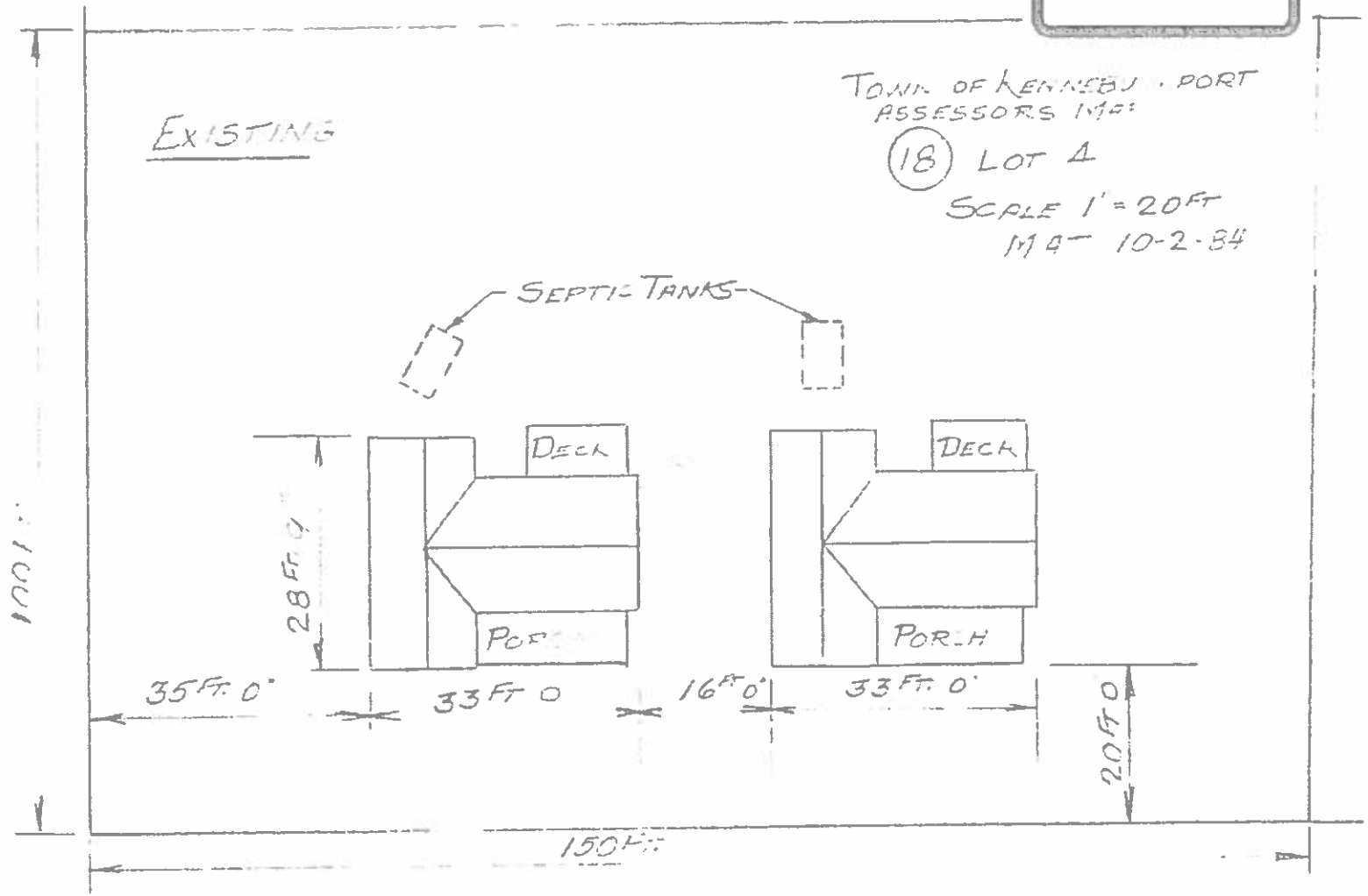
OLD PROCTOR RD. GOOSE ROCKS BEACH
ASSESSORS MAP. - SECT (18) LOT 4.
SIZE 150 FT FRONT X 100 FT DEEP.
BUILDINGS:
(2) SINGLE STORY WOOD FRAME SUMMER COTTAGES (LIV. RM, KITCHEN, BATH & 2 BED RM) AS DESCRIBED IN THE TAX ASSESSORS RECORDS.

A CHANGE IN OUR PERSONAL PLANS, PLUS A HEALTH PROBLEM MAKE IT HIGHLY DESIREABLE (AND POSSIBLY NECESSARY) THAT WE DISPOSE (SELL) OF ONE OR BOTH OF THE COTTAGES. WE HAVE TRIED TO SELL THE PROPERTY AS A SINGLE PARCEL BUT DUE TO TIGHT MONEY AND HIGH INTEREST RATES IT HAS NOT MOVED.

WE THEREFORE REQUEST A VARIANCE TO DIVIDE THE LOT, LEAVING ONE COTTAGE

EXHIBIT

A



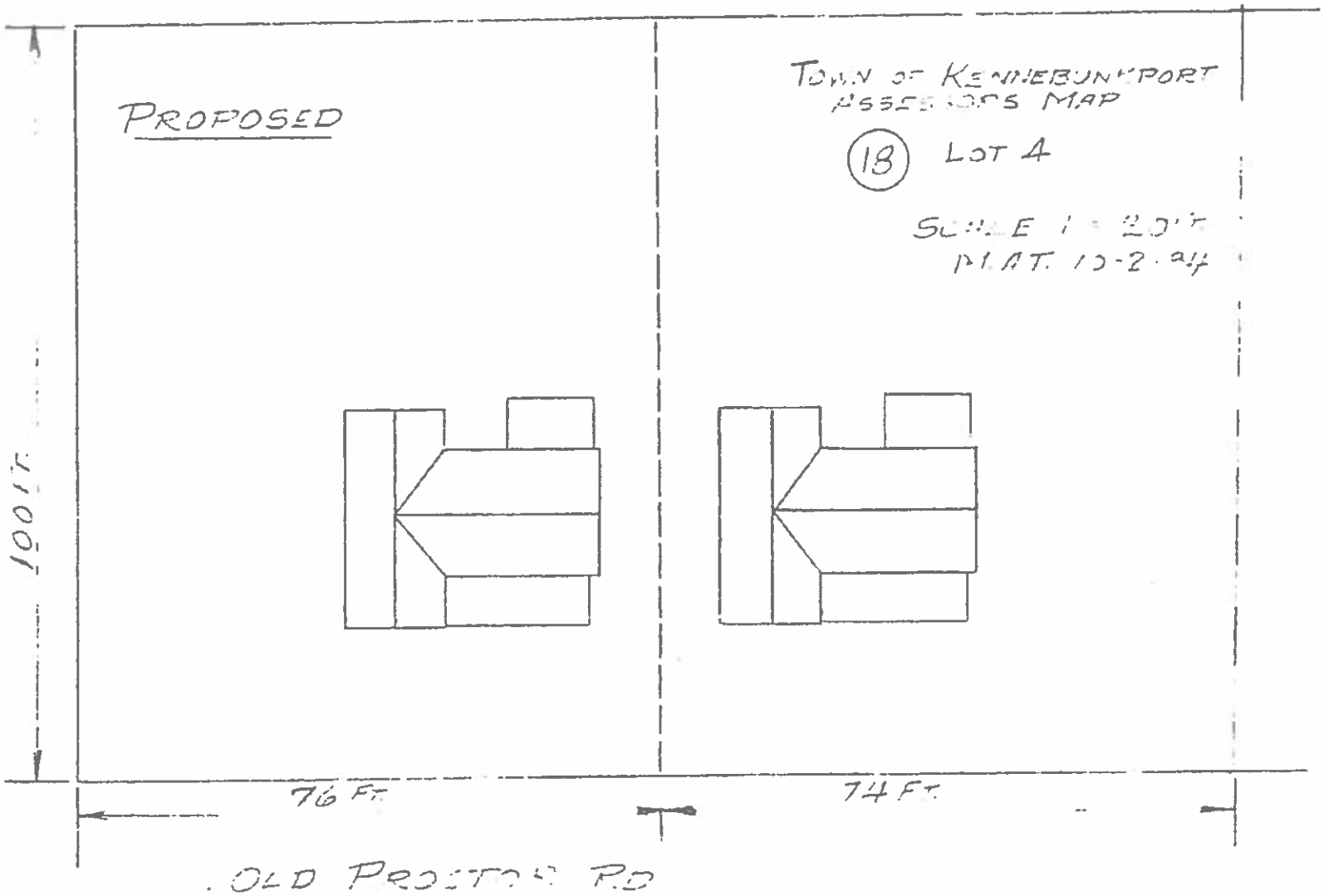
OLD PROCTOR RD. — EAST

PROPERTY OF MARK A & BERNICE S. TAYLOR

GOOSE ROCKS BEACH

EXHIBIT

A


PROPOSED
TOWN OF KENNEBUNKPORT
ASSESSORS MAP
18
LOT 4
SCALE 1" = 20'
PLAT 10-2-94
100 FT.
76 FT.
74 FT.
OLD PROSPECT RD

EXHIBIT

4

File Copy

TOWN OF KENNEBUNKPORT, MAINE

– INCORPORATED 1653 –

MAINE'S FINEST RESORT

November 9, 1984

Mark and Bernice Taylor
18 Emery Street
Somersworth, N.H. 03878

Dear Mr. and Mrs. Taylor:

The Kennebunkport Zoning Board of Appeals conducted a public hearing on November 5, 1984, at 7:30 p.m., on the appeal for a variance to divide a lot to permit sale of separate cottages thereon which does not meet lot coverage and frontage requirements.

Findings of Fact

1. The appellants, Mark and Bernice Taylor are the owners of Lot 4, Block 18, Map 35, situated along Old Proctor Road in the town of Kennebunkport.

2. The property is in the Goose Rocks Zone and the Shoreland Zone.

3. The property consists of a single undersized lot of 16,000 sq. ft. with two single family dwellings on it. The dwellings have separate septic systems and separate water and electric systems.

4. The appellants wish to divide the lot and create two undersized lots, each with a single family dwelling on it.

5. The appellants request for a permit was denied under Sec. 7D1 of the ordinance which states, " The minimum size for any use permitted in this zone shall be 20,000 square feet, and the minimum frontage of any lot upon the major access route to it shall be at least 100 feet."

Elm Street, P.O. Box 566, Kennebunkport, Maine 04046 Tel. (207) 967-1213

EXHIBIT
A

6. The appellants purchased this property in 1967.

7. It is a lot of record and the buildings predate zoning.

8. Testimony from the appellants showed that the dwellings have been utilized as separate summer rentals prior to and since 1972, the effective date of the ordinance.

9. Mrs. Smith, an abuttor, and former owner gave testimony that the land was acquired by her as two separate lots and she conveyed them to the Taylors as a single lot.

10. All appropriate abuttors were notified and notice of the hearing was advertized in the October 24, 1984 issue of the Y.C.C.S.

Judgment

It is the judgment of the Zoning Board of Appeals that in accordance with the decision of the Supreme Judicial Court of Maine, in the Keith vs. Saco River Corridor Commission the appellants' property was functionally divided on the effective date of the ordinance and therefore may be conveyed as two separate lots.

Sincerely yours,

Mary Huff
Chairman, Appeals Board
Kennebunkport

MH:pw

cc: Code Enforcement Officer
Planning Board
Selectmen
Town Clerk
Southern Maine Regional Planning Commission
State Planning Office

EXHIBIT

A

TOWN OF KENNEBUNKPORT

– NOTICE –

SUBJECT: The Appeal of Mark A. and Bernice Taylor to divide a lot to permit sale of separate cottages thereon which does not meet lot coverage and frontage requirements.

☐ Appellant

☐ Abuttor

☐ Adjacent

FROM: BOARD OF APPEALS
KENNEBUNKPORT, MAINE

Dear Sir:

Please be advised that the Appeal of Mark A. and Bernice Taylor (Appellant) referred to in the attached notice will be held on November 5, 1984 at 7:30 o'clock p.m. (time), at the Town Office, Elm Street, Kennebunkport, Maine.

Respectfully,

Patricia Wakefield

Secretary
BOARD OF APPEALS

POST IN VISIBLE LOCATION ON PROPERTY BEFORE STARTING ANY

EXHIBIT B

PERMIT NO. 98-379 TOWN OF KENNEBUNKPORT

BUILDING PERMIT

This is to certify that Linda B Pichette

has permission to Build 14X24. Garage and Remodel House per plan and Application

Street 9 Community House Rd Zone GR MAP 35 BLOCK 18 LOT 5

All work done under this permit shall comply with all Federal, State and local laws, ordinances or other restrictions. No work shall commence until all required permits and approvals are on file at the Town Office. No change(s) from the building application shall be made without prior written approval of the Code Enforcement Officer.

Any permit issued shall become invalid if the authorized work is not commenced within six (6) months after issuance of the permit, or if the authorized work is suspended or abandoned for a period of six (6) months after the time of commencing the work under section 112.2 of the B.O.C.A. Code, and work must be substantially completed within two (2) years of the date on which the permit was granted, under section 11.7A of the Kennebunkport Land Use Ordinance.

Town of Kennebunkport - Code Enforcement Officer

CERTIFICATE OF USE AND OCCUPANCY REQUIRED

Date Issued 10/7/98

Foundation First Inspection	Chimney	Framing Second Inspection	Occupancy Final Inspection
Date	Date	Date	Date
C.E.O.	C.E.O./Fire Adm.	C.E.O.	C.E.O.

DO NOT REMOVE UNTIL WORK IS COMPLETED

THIS IS NOT A BOUNDARY SURVEY

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MORTGAGE INSPECTION OF DEED BOOK 3681 PAGE 172 COUNTY York
PLAN BOOK _____ PAGE _____ LOT _____

ADDRESS 9 Community House Road, Kennebunkport Maine

Job Number 912-20
Inspection Date 11-22-10
Scale 1" = 30'

Buyers John and Amy Pironti

Seller Linda Pichette

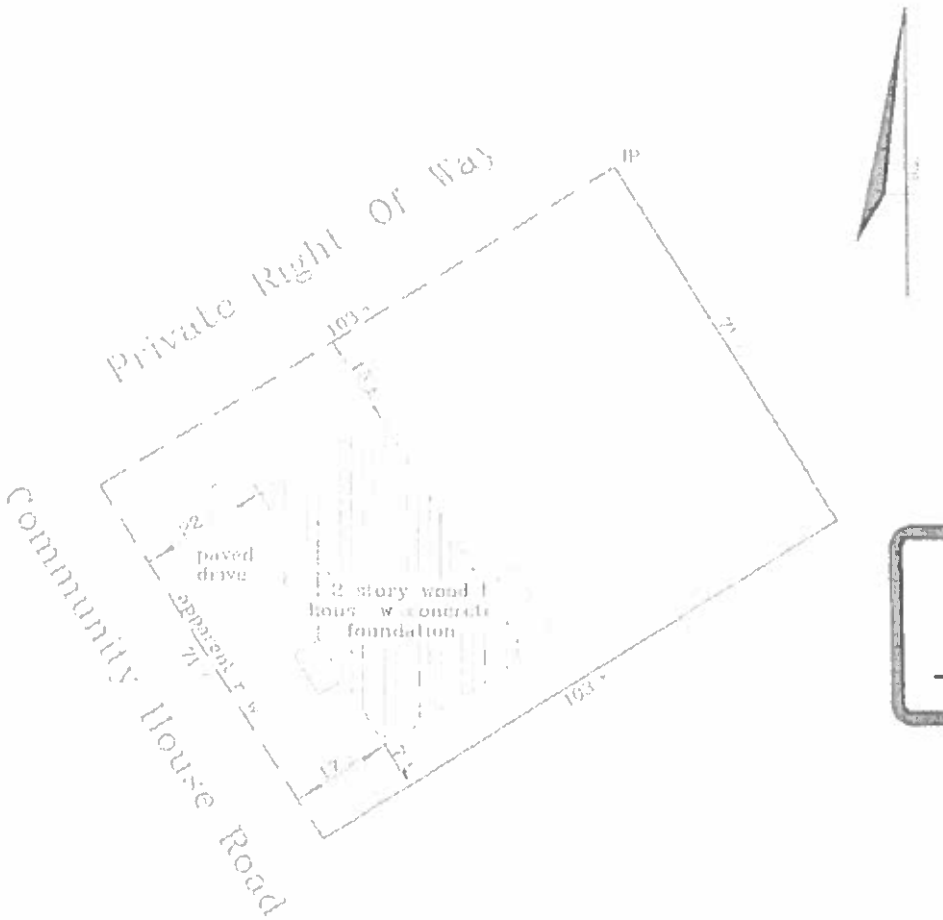

EXHIBIT
C

STATE OF MAINE
DAVID L. J. HUGHES
2211
PROFESSIONAL SURVEYOR

APPARENT EASEMENTS AND RIGHTS OF WAY ARE SHOWN OTHER ENCUMBRANCES RECORDED OR NOT MAY EXIST THIS SKETCH WILL NOT REVEAL ABUTTING DEED CONFLICTS IF ANY

Livingston-Hughes
Professional Land Surveyors
88 Guinea Road
Kennebunkport Maine 04046
207 967 2761 phone 207 967 3011 fax
www.livingstonhughes.com

THIS SKETCH IS FOR MORTGAGE PURPOSES ONLY

STATE OF MAINE
COUNTY OF YORK
BIDDEFORD

DISTRICT COURT
LOCATION:

CIVIL ACTION
DOCKET NO.

The Inhabitants of the Town of Kennebunkport, a municipal corporation organized under the laws of the State of Maine,	)	
Plaintiff	)	
v.	)	
Linda B. Pichette of, Thorofare, NJ	)	**MOTION FOR ENTRY OF STIPULATED JUDGMENT**
Defendant	)	

The parties in the above-captioned matter hereby move this Court for entry of judgment in accordance with the Stipulated Judgment being filed herewith.

Dated at Kennebunkport, Maine this _____ day of _____, 2017

TOWN OF KENNEBUNKPORT
By:

_____

ITS:
DULY AUTHORIZED OFFICIAL
Amy K. Tchao, Attorney for
Town of Kennebunkport
Maine Bar #7768
Drummond Woodsum
84 Marginal Way, Suite 600
Portland, Maine 04101-2480

Daniel T. Rush, Attorney for
Defendant, Linda B. Pichette
Maine Bar # 848
124 Fletcher Street
Kennebunk, Maine 04043
Telephone: (207) 985-9850

STATE OF MAINE
COUNTY OF YORK
BIDDEFORD

DISTRICT COURT
LOCATION:

CIVIL ACTION
DOCKET NO.

The Inhabitants of the Town of Kennebunkport, a municipal corporation organized under the laws of the State of Maine,	)	
Plaintiff	)	
v.	)	
Linda B. Pichette of, Thorofare, NJ	)	ORDER
Defendant	)	

The parties' motion for entry of stipulated judgment in the above-captioned matter is hereby GRANTED.

Dated: _____ 2017 _____

Judge, Maine District Court

STATE OF MAINE
COUNTY OF YORK

DISTRICT COURT
LOCATION: BIDDEFORD
CIVIL ACTION
DOCKET NO. _____

The Inhabitants of the Town of Kennebunkport, a municipal corporation organized under the laws of the State of Maine,	)	
Plaintiff	)	
v.	)	**LAND USE CITATION AND COMPLAINT**
	)	**Pursuant to M.R.Civ.P. 80K**
Linda B. Pichette of Thorofare, NJ	)	
	)	
	)	
	)	
	)	
Defendants	)	

NOW COMES the Plaintiff, the Town of Kennebunkport and makes the following complaint against the Defendant, Linda B. Pichette, pursuant to Rule 80K of the Maine Rules of Civil Procedure:

1. **LOCATION OF VIOLATION:**

   9 Community House Road
   Kennebunkport, Maine

1A. **NAME AND ADDRESSES OF DEFENDANT:**

   Linda B. Pichette
   c/o Daniel T. Rush, Esq.
   124 Fletcher Street
   Kennebunk, ME 04043

1B. **RECORD OWNER:**

Linda B. Pichette by virtue of a deed from Mark A. Taylor and Bernice S. Taylor dated September 20, 1985, and recorded in the York County Registry of Deeds in Book 3641, Page 175.

2. **HISTORY OF VIOLATION:**

On October 5, 1998, Defendant, through her builder, Lawrence D. Inglis, obtained a building permit to add an addition to her house at 9 Community House Road in Kennebunkport, Maine. The project description was as follows: "Add 14 x 24 garage to west side of the house with two bedrooms over. Extend house in rear over current deck area in rear. Eliminate front bedroom first floor for stairway to second floor". A copy of the building permit issued is attached hereto as Exhibit "A".

3. **DESCRIPTION OF VIOLATION/SUMMARY OF LAW VIOLATED:**

Violation of Article 4, Section 4.8-Zone Regulations of the Kennebunkport Zoning Ordinance. The Pichette property is a "Corner Lot" as defined in Article 2-Construction of Language and Definitions, which is defined as a lot with at least two (2) contiguous sides abutting a street or right of way. The definition of Front Lot Line, on a corner lot, is the line separating the lot from <u>each</u> street or right of way. In this case, the front line of the property is the sideline of Community House Way, a public way, and the left line is a private right of way. Because of this definition, the side line of Community House Road, and the side line of the private right of way to the left are both considered "Front Lot Lines". Therefore, section 4.8 of the ordinance requires a 20 foot setback. The mortgage inspection plan done by Livingston-Hughes on November 22, 2016, a copy of the same which is attached as Exhibit "B", disclosed the setback from the private way to be only fifteen (15) feet, which is therefore in violation of the setback requirement.

4. **PENALTIES FOR VIOLATION:**

Penalties are as governed by 30-A M.R.S.A. §4452.

5. **DATE OF COURT APPEARANCE:**

_____, ____ 2015 at _____ a.m./p.m. at the Biddeford District Court.

NOTE: IF YOU DO NOT APPEAR IN COURT ON THE DATE SEPECIFIED ABOVE, A JUDGMENT BY DEFAULT MAY BE RENDERED AGAINST YOU.

6. **NAME OF COMPLAINANT/TITLE:**

Werner Gilliam, Director of Planning and Development, Town of Kennebunkport.

7. **SIGNATURE OF COMPLAINANT:**

Dated: _____ ___, 2017

_____

Werner Gilliam, Director of Planning and Development

Agenda Item Divider

13

TOWN OF KENNEBUNKPORT, MAINE

~ INCORPORATED 1653 ~

MAINE'S FINEST RESORT

To: Board of Selectmen

From: James Burrows, Addressing Officer

Date: September 21, 2017

Re: Street re-numbering

In 1988, Maine voters approved the statewide deployment of Enhanced 911 service, or E911. The benefit of having an E911 system was for residents to be able to dial 9-1-1 to reach emergency services, along with having their address/location displayed on screen. In the Spring of 1989, the then four fire chiefs petitioned the Board of Selectmen, requesting permission to be the agency to facilitate the assigning of the numbers, naming of unnamed rights of way, removing duplicate names and re-naming streets which sounded similar to other streets. The changes began in 1990.

The Addressing Officials consulted with Code Enforcement, regarding zoning regulations, unbuildable status' of lots, etc. At that time, based on the information given, the Addressing Officials moved forward with the numbering of homes in a way that seemed efficient at that time. There had been little guidance from the State of Maine as this was a new concept for all municipalities. It wasn't until 1997 the State of Maine issued its first Addressing Officer Manual. That manual was received here in Kennebunkport 3 years after the final street numbers and street names had been issued to individual property owners. The manual prohibited some of the practices that the fire chiefs had adopted, and due to the scale of the project and the impact on residents, the fire chiefs decided not to start the numbering process anew again. A stipulation within the addressing manual, was for individual towns to adopt of a model street naming and numbering guide, our current Street Naming and Numbering Ordinance was adopted in January 1997.

Due to unforeseen development and lot changes the town began using "rear" or alpha designates a practice not permitted in the Addressing Officer Manual. Other issues that have evolved include inconsistences in numbering sequencing, reclocation of driveways to side streets, and the development of a variety of condominium structures. A review of existing errors in street numbering indicates that several streets need to be entirely or in part re-addressed.

Kings Highway is an example of many of these challenges and the Public Safety Committee did a physical review of Kings Highway and initially decided to fix the known problems with the goal to have as little impact as few as people as possible. Unfortunately, the original changes proposed, do not factor in any potential future development and would require the recycling of numbers.

The Public Safety Committee ultimately voted to request support of the Board of Selectmen to review all streets in town and correct all known problems, either by re-numbering and/or potentially renaming streets to be in compliance with State of Maine E911 guidelines.

We understand the personal impact this action will have on many residents; however, our goal is the efficient and effective response of public safety personnel in an emergency.

Our Public Safety Committee is also reviewing our current Street Ordinance and will have recommendations for amendments at the next annual town meeting.

Agenda Item Divider

2008

LEASE AGREEMENT

This Lease made and entered this 30th day of November, 2007 by and between the Inhabitants of the Town of Kennebunkport, a Maine municipality (hereinafter referred to as "Landlord"), and Cape Porpoise Lobster Co. (hereinafter referred to as "Tenant").

ARTICLE I
Premises

Landlord hereby leases, demises and lets unto Tenant and Tenant hereby leases, takes and hires from Landlord, for the term and upon and subject to the terms and conditions set forth in this Lease Agreement (hereinafter the "Lease"), the building operated most recently as the "Cape Pier Chowder House", together with the outside deck area and as shown on Appendix A hereto and made a part hereof (hereinafter the "Premises" or the "Leased Premises"), which Premises are, at the commencement of this lease, only a portion of the Landlord's property located at or near Cape Porpoise Pier in the Town of Kennebunkport, Maine. The Premises shall include a right of reasonable access thereto.

ARTICLE II
Term

The term of this Lease shall begin on December 1, 2007, and end on November 30, 2012. Landlord may offer Tenant the option to extend the lease for an additional five year period at mutually agreeable terms. Tenant shall have no right to extend the term of this Lease unilaterally.

ARTICLE III
Rent

Section 3.01. Base Rent. During each Lease Year during the term of this Lease, Tenant shall promptly pay Landlord, without any offset, abatement, deductions or setoff` whatsoever and without previous demand therefor, at the address set forth in this Lease in regard to notices or at such other place as Landlord may direct by notice in writing to Tenant from time to time, the annual Base Rent for the each Lease Year at the rates set forth hereinafter, which Base Rent shall be payable, in advance, in five (5) equal installments on April lst, June lst, July lst, July 15th and August 1st of each and every Lease Year during said term. "Lease Year" means the successive periods during the term set forth below, even if such period is not a full 12 months, with the first such period to begin on April 1, 2008.

The Lease Year Base Rent shall be as follows:

1. For the Lease Year April 1, 2008, through December 31, 2008, $ 40,000.00
2. For the Lease Year January 1, 2009 through December 31, 2009, $ 40,000.00
3. For the Lease Year January 1, 2010 through December 31, 2010, $ 40,000.00
4. For the Lease Year January 1, 2011 through December 31, 2011, $ 40,000.00
5. For the Lease Year January 1, 2012 through November 30, 2012, $ 40,000.00

ARTICLE IV
Landlord's Obligations

Section 4.01. Quiet Enjoyment. Landlord warrants that, so long as Tenant faithfully performs all agreements and obligations of this Lease, Tenant shall, subject to applicable provisions of law and governmental authorities and to Landlord's rights hereunder, including the right to alter, improve, maintain, repair, or replace any portions of the Premises or any fixtures, appurtenances and equipment thereof, peaceably and quietly have, hold, and enjoy the Premises for the term set forth herein without molestation or disturbance by and from Landlord and free from any and all encumbrances except as otherwise specified in this Lease.

Section 4.02. Improvements. Tenant agrees and accepts the Premises "As Is" "Where Is" in their current condition.

Section 4.03. Maintenance and Repairs. Throughout the term of this lease, 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.

ARTICLE V
Tenant's Obligations

Section 5.01. Payment of Rent. Tenant shall pay each and every installment of Base Rent and other amounts due hereunder promptly when due, and without demand by Landlord and without any withholding or offset whatsoever.

Section 5.02. Utility Charges. Tenant shall pay when due all utility charges for sewer, water, gas, telephone and electrical service, and any other utilities used or consumed on the Premises.

Section 5.03. Personal Property Taxes. Tenant shall pay all personal property taxes levied or assessed in respect of all personal property and trade fixtures situated on such Premises, excluding any personal property owned by Landlord.

Section 5.04. Use and Occupancy. Tenant shall use and occupy the Premises solely for a restaurant, including "take-out" food, in accordance with the provisions of Appendix B hereto, and in all cases for purposes which are lawfully permitted under applicable laws and for which the Premises are reasonably suited and for no other purposes whatsoever. Notwithstanding the terms of the Lease, the Premises shall be used and operated for their permitted purposes only between the dates of April 1st and November 30th of each Lease Year. Tenant shall obtain any and all licenses or permits necessary for the conduct of its permitted use of the Premises and shall comply, at its expense, with all governmental laws, rules, regulations and ordinances, and with all of Landlord's insurance policies applicable to the Leased Premises and with all

reasonable rules and regulations established by Landlord from time to time; and, without limiting the forgoing, Tenant shall comply with the Rules and Regulations as set forth in Exhibit B and the Cape Porpoise Pier Ordinance set forth in Appendix C both of which exhibits are attached hereto and are hereby incorporated as part of this Lease. To the extent the provisions of the body of this Lease and Appendices B and/or C may conflict, the most restrictive of the three shall control.

Section 5.05. Maintenance and Repairs. Tenant shall maintain the Premises, including a restroom facility that will be open to the public during operating hours, in as good order, repair, and condition as the Premises existed at the commencement of this Lease, reasonable wear and tear excepted. Except as provided in Section 4.03 above, Tenant shall be solely responsible for all repairs and replacements to the entire Premises belonging to Landlord, whether or not then being used or occupied by Tenant, during the entire lease term. Without limiting the forgoing, Tenant shall be responsible for and shall pay, either to Landlord or to parties doing such work, the following: all maintenance to the roof of the Premises, the exterior walls and structural portions of the Premises, and the utility lines and services, water, sewer and sprinkler charges painting, decorating, door and window repair and replacement, paving, insurance costs, service contracts on HVAC units, and all other usual and customary expenses of owning, operating and preserving the Premises.

Section 5.06 Alterations. Tenant shall not make any alterations, installations repairs, improvements, replacements or additions in, to or about any part of the Premises, or remodel all or any part of the Premises, without the prior written consent of Landlord, including the prior written approval by Landlord of the plans and specifications therefor, which consent or approval will not be unreasonably withheld nor delayed. Tenant shall remove at its own expense any alterations, additions, and the like installed in violation of this provision. In the event of failure of Tenant to so remove, Landlord shall have the right to enter and remove such alternation, additions and the like, and charge the reasonable cost thereof to Tenant. All additions, repairs, replacements, alternations and improvements to the premises made by Tenant, including all materials used and incorporated therein, shall become the property of Landlord upon the expiration or termination of this Lease.

Section 5.07. Signage. Tenant shall not install advertisements of any kind including, but not limited to, signs, awnings and signals, to any part of the leased Premises including the inside or outside of the windows or doors unless and until the style, size, color, construction, and location of such advertisements have been approved in writing by Landlord. Tenant agrees that upon expiration or termination of this Lease Agreement, Tenant will remove such advertisements and restore the affected portion of the leased premises to its original condition prior to the installation of such advertisements.

Section 5.08. Security and Safety Regulations. Tenant shall conform to all reasonable rules and procedures now or hereafter established by Landlord for the safe, secure and orderly use of the Premises.

Section 5.09. Landlord Entry for Repairs. Notwithstanding the respective obligations of the parties, and without creating or implying any obligation on the part of the Landlord, Tenant shall permit Landlord at any time to enter the Premises to install, maintain, repair, and replace any pipes, ducts, meters, wires and other machinery, equipment, apparatus, and fixtures if, in the

judgment of the Landlord, such improvements are necessary and consistent with sound real estate management of similar buildings. Such work shall be carried out in a manner to cause the Tenant minimum inconvenience.

Section 5.10. Waste and Nuisances. Tenant shall not injure or deface the Premises. Tenant shall not permit the use of the Premises for any purposes other than those provided herein and shall not permit any use of the Premises which is improper, offensive, or contrary to law or ordinance. Tenant shall not permit on the Premises any hazardous or inflammable substances, fluids, or chemicals and shall permit no objectionable noise, odors or other nuisance. Tenant shall not permit or maintain any conditions which might cause an adverse effect on any insurance coverage affecting the Premises.

Section 5.11. Risk of Loss. Tenant shall hold the property owned by Tenant, or in the Tenant's custody situated on the Premises, at Tenant's own risk.

Section 5.12. Liability and Casualty Insurance. 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 One Million Dollars for injury or death in any single accident, which coverage shall provide for thirty (30) days prior notice of cancellation, nonrenewal or expiration. Tenant shall provide evidence of such insurance coverage on request. In no event shall the limits of such policies be considered to limit Tenant's liability under this Lease.

By way of amplification of, and not in limitation of, the provisions of this Section 5.12, at all times after the execution of this Lease, Tenant will take out and keep in force, at its expense:

a. Comprehensive general liability insurance, naming Landlord and its officers, agents and employees as additional insureds, including insurance against assumed or contractual liability, with respect to the Premises, insuring against damage to property and bodily injury, including death caused by any act or omission, including the furnishing or consumption of alcohol by Tenant, its employees, contractors or licensees, patrons and invitees. Such insurance shall afford protection to the limits of not less than Three Million Dollars ($3,000,000.00) per occurrence/aggregate with respect to bodily injury or death. Said insurance shall provide for coverage of other occupants or users of Landlord's Premises who might be harmed or injured, or suffer property damage, as a result of any activities caused by or occurring on the Premises.

b. All-risk casualty insurance, written at replacement cost value and with replacement cost endorsement, covering all of the Premises and all of Tenant's personal property in the Premises (including, without limitation, inventory, trade fixtures, floor coverings, furniture and other property removable by Tenant under the provisions of this Lease), and all leasehold improvements installed in the Premises by Tenant.

c. Prior to execution of this Lease, upon request at each annual anniversary of this Lease, and at any other time reasonably requested by Landlord, Tenant shall provide certificates of insurance evidencing Tenant's compliance with the above provisions and naming Landlord as an additional insured. The company or companies writing any insurance which Tenant is required to take out and

maintain or cause to be taken out or maintained pursuant hereto, as well as the form of the insurance coverage, shall at all time be subject to Landlord's approval, and any such company or companies shall be licensed to do business in the State of Maine.

d. Tenant will not do or suffer to be done, or keep or suffer to be kept, anything in, upon or about the Premises which will contravene Landlord's policies of hazard or liability insurance or which will prevent Landlord from procuring such policies in companies acceptable to Landlord. If anything done, omitted to be done or suffered by Tenant to be kept in, upon or about the Premises shall cause the rate of fire or other insurance on the Premises or on other property of Landlord to be increased beyond the minimum rate from time to time applicable to the Premises or to any such property for the use or uses made thereof, Tenant will pay as additional rental, the amount of any such increase upon Landlord's demand.

Section 5.13. Indemnity. Tenant shall hold harmless, defend and indemnify Landlord from any injury, death, loss, claim, or damage to any person or property while on or about the Premises and from any injury, loss, claim, or damage to any persons or property anywhere occasioned by any act, neglect, omission, or default of Tenant or its employees, agents, visitors, invitees or contractors.

Section 5.14. Waiver of Subrogation. Landlord and Tenant each hereby release the other from any and all liability or responsibility to the other, or to anyone claiming through or under them by way of subrogation or otherwise, for any loss or damage caused by fire or any of the extended coverage or supplementary contract casualties, provided, however, that this release shall be applicable and in effect only with respect to loss or damage occurring during any time as any applicable party's insurance policies shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair said policies or prejudice the rights of the insured thereunder and provided further that this release shall apply only to the extent that insurance proceeds are actually received or collected under the insurance policy of the party sustaining the loss. Each party agrees that its policies will include such a clause or endorsement if obtainable without extra cost or if extra cost is charged, then as long as the other party pays such extra costs after notice thereof.

Section 5.15. Liens and Encumbrances. Tenant shall not suffer or permit any lien or encumbrance of any nature or description to be placed against the Premises or any portion thereof. Tenant shall have no authority to permit any lien or encumbrance to attach to or be placed upon Landlord's title or interest to the premises, building, or any portion thereof

Section 5.16. Landlord Entry for Inspection and Show. Tenant shall permit Landlord or its agents to enter upon the Premises at reasonable times to inspect the premises. Tenant shall permit Landlord to show the Premises throughout the term of this Lease.

Section 5.17. Surrender. At the expiration or termination of this Lease, Tenant shall peaceably surrender the Premises and all additions, alterations, and improvements to Landlord, broom clean and in good order, repair, and condition. At the expiration or termination of this Lease, Tenant shall further remove all goods and effects not attached to the Premises, repair all damage caused by such removal and leave the Premises in clean and tenantable condition.

Section 5.18. Environmental. Tenant represents, warrants and agrees that its use, maintenance and operation of the Premises and the conduct of the business related thereto, shall at all times be in compliance with all applicable federal, state, county or local laws, regulations and ordinances of any governmental authorities relating to Hazardous Materials, as hereinafter defined, and that Tenant, its agents, employees, customers, suppliers and invitees will not cause any Hazardous Materials to be deposited, discharged, placed or disposed of at the Premises and that the premises will remain free from Hazardous Materials.

Tenant shall, to the extent arising from breach of the foregoing warranty, (a) conduct and complete all investigations, studies, sampling and testing, and all remedial, removal and other actions necessary to clean up, and remove all Hazardous Materials from the Premises, in accordance with all applicable federal, state and local laws, regulations, rules, ordinances and policies and in accordance with the orders and directives of all federal, state and local governmental authorizes, and (b) defend, indemnify and hold harmless Landlord, its employees, agents, officers and directors, from and against any and all claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses (including, without limit, attorney and consultant fees, investigation and laboratory fees, court costs and litigation expenses) of whatever kind or nature, known or unknown, contingent or otherwise, arising out of or in any relation to (i) the discovery, presence, disposal, release, or threatened release, of any Hazardous Materials hereafter placed within, under, upon, from or into the Premises, (ii) any personal injury (including wrongful death) or property damage (real or personal), any lawsuit brought or threatened, settlement reached, or government order and/or any violations of laws, orders, regulations, requirements, or demands of government authorities, now in effect or at any time in the future, which are based upon or in any way related to any Hazardous Materials hereafter placed on the Premises.

As used herein, "Hazardous Materials" shall mean any flammable explosives, radioactive materials, hazardous materials, hazardous waste, hazardous or toxic substances or matter, oil or other petroleum products, underground petroleum storage tanks, asbestos, chemical pollutants or related materials, including as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §§9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. §§1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. §§6901, et. seq.), applicable Maine Statutes (including 38 M.R.S.A. §561, et seq.; 39 M.R.S.A. §§1361, et seq; 38 M.R.S.A. §§1301, et seq.; and 38 M.R.S.A. §§1317, et seq.) or any similar federal, state or local law in effect from time to time, or in the regulations adopted and publications promulgated pursuant thereto or any other substances or materials constituting a hazard, peril or threat to the health of persons, animals or plant life.

Section 5.19. Security Deposit. Tenant has previously paid Landlord a security deposit in the amount of One Thousand Five Hundred Dollars ($1,500), and paid by response to a request for proposals issued by Landlord the amount of One Thousand Dollars ($1,000) as security for the full and faithful performance by Tenant of each and every term, provision, covenant and condition of this Lease. If Tenant defaults in respect to any of the terms, provisions, covenants and conditions of this Lease, including but not limited to payment of rent, Landlord may, but shall not be required

to, use, apply or retain the whole or any part of the security for the payment of any rent in default or for any other sum which Landlord may expend or be required to expend by reason of Tenant's default, including any damages or deficiency accruing before or after forceable detainer action or other re-entry by Landlord. If Tenant shall fully and faithfully comply with all the terms, provisions, covenants and conditions of this Lease, the security, or any balance thereof, shall be returned to Tenant within thirty (30) days after the expiration or termination of this Lease. Whenever and as often as the amount of the security held by Landlord shall be diminished by Landlord's application thereof, Tenant shall, within (ten) 10 days after Landlord's request therefor, deposit additional money with Landlord sufficient to restore the security to its original amount unless Landlord agrees in writing to any diminished security deposit. In the absence of evidence satisfactory to Landlord of an assignment of the right to receive the security, or the remaining balance thereof, Landlord may return the security to the original Tenant, regardless of one or more assignments of the Lease itself.

ARTICLE VI
Landlord Default

Section 6.01. Notice and Opportunity to Cure. Landlord shall in no event be in default in the performance of any of its obligations hereunder unless and until Landlord shall have failed to perform such obligations within thirty (30) days, or such additional time as is reasonably required to correct any such default, after notice by Tenant to Landlord properly specifying wherein Landlord has failed to perform any such obligation.

ARTICLE VII
Tenant Default and Landlord's Remedies

Section 7.01. Events of Default. Tenant shall be in default hereunder in any of the following events.

A. If Tenant shall fail to pay any Base Rent, Additional Rent or other charge required to be paid by Tenant under this Lease within five (5) days of the date the same is due and payable; or

B. If Tenant shall default in the performance of any of the other obligations and agreements of this Lease, and such default shall not have been remedied within thirty (30) days after written notice of Landlord to Tenant specifying such default and requiring it to be remedied; or

C. If Tenant shall abandon the premises or fail to operate the Premises for the use permitted hereunder or leave them vacant for more than thirty (30) consecutive days during this Lease term; or

D. If an execution, attachment, lien or other encumbrance shall be issued against Tenant and its property and such shall not be vacated or removed within thirty (30) days after the issuance thereof.

Section 7.02. Landlord's Option to Terminate. If Tenant becomes in default as defined in Section 7.01, Landlord may terminate this Lease upon written notice to Tenant, in which event all rights of Tenant hereunder shall expire and terminate and Tenant shall surrender the Premises on the date of such termination, and Tenant shall remain liable as herein provided.

Section 7.03. Tenant Not Released. In the event of termination of this Lease as provided herein, Tenant shall not be released or discharged but shall remain and continue liable to Landlord in a sum equal to all Base Rent, Additional Rent and other charges then due and shall be liable for all damages provided for hereunder and all costs, and reasonable attorney's fees incurred by Landlord as a result of Tenant's default.

Section 7.04. Landlord's Remedies.

A. Re-entry: In the event of termination, Landlord may re-enter the Premises using such force as may reasonably be required without being liable for prosecution or damages on account of such re-entry, and may possess and repossess the Premises by summary proceedings, ejectment or otherwise. Tenant hereby waives any right to a jury trial in any eviction or forceable entry and detainer proceedings.

B. Repair and Alteration: Landlord may repair or alter the Premises as reasonably necessary to render them in tenantable condition.

C. Lease and Release: Landlord may lease or release the Premises or any portion thereof for the whole or the remainder of the original Lease term or for a longer period in Landlord's name or as agent for Tenant.

D. Damages: If this Lease is terminated under the provisions of this Article or in the event of the termination of this Lease, or of re-entry, by or under any summary dispossession or other proceeding or action or any provision of law by reason of default hereunder on the part of Tenant, Tenant shall pay to Landlord as damages, at the election of Landlord, in addition to all Base Rent, Additional Rent and other charges then due and payable under this Lease, either:

(i) a sum which at the time of such termination of this Lease or at the time of any such re-entry by Landlord, if any, equals the excess of (1) the aggregate of the Base Rent and the Additional Rent payable hereunder which would have been payable by Tenant (conclusively presuming the Additional Rent to be the same as was payable either for the Lease Year preceding or during or the Lease Year immediately following such termination) for the period commencing with such earlier termination of this Lease or the date of any such re-entry, as the case may be, and ending with the expiration date, had this Lease not so terminated or had Landlord not so re-entered the Premises, over (2) the aggregate rental value of the Premises for the same period after considering and deducting reasonable projections of vacancy rates and costs of leasing and making the Premises acceptable to new tenant; or

(ii) sums equal to the Base Rent and the Additional Rent (as above presumed) payable hereunder which would have been payable by Tenant had this Lease not

so terminated, or had Landlord not so re-entered the Premises payable upon the due date therefor specified herein following such termination or such re-entry and until the expiration date; provided, however, that if Landlord shall re-let the Leased Premises during said period, Landlord shall credit Tenant with the net rents received by Landlord from such reletting, such net rents to be determined by first deducting from the gross rents as and when received by Landlord from such reletting, the expenses incurred or paid by Landlord in terminating this Lease or in re-entering the Premises and in securing possession thereof, including reasonable attorney's fees, as well as the expenses of re-letting.

All damages payable under this paragraph (D) shall be in addition to all Base Rent and Additional Rent accrued and payable at the time of such termination or re-entry and shall also be in addition to all expenses, damages and costs thereafter becoming due under this Article.

E. Other Damages. Tenant agrees to pay on demand, in addition to all charges hereunder, or in the event of termination of this Lease, then in addition to damages under Section 7.04(D): (a) all of Landlord's expenses including reasonable attorney's fees incurred in enforcing any of the obligations of Tenant under this Lease, or in evicting Tenant or in collecting any amount due hereunder or in exercising any rights or remedies under this Lease or in Landlord consenting to any action of Tenant for which the Lease requires Landlord's consent; and (b) late charges incurred from the nonpayment of such Base Rent, Additional Rent, damages, charges and expenses at the rate of 18% per annum of such amounts; and (c) all expenses arising out of any termination of this Lease, all costs incurred in collecting charges, expenses and damages due from Tenant under this Lease, including all attorney's fees of Landlord, and all expenses of Landlord in attempting to re-lease the premises or parts thereof including advertising, attorney and brokerage fees, and cleaning and remodeling expenses.

F. Suits to Recover Deficiency. Suits for recovery of any deficiency or for damages or for a sum equal to any installment or installments of any rent, expense or charges may be brought by Landlord from time to time after Tenant is in default at Landlord's option. Landlord shall not be required to await the date whereon the term of this Lease would have expired in the event of Tenant's default or termination pursuant to paragraph 7.02.

G. Remedies Cumulative. The rights and remedies given to Landlord in this Lease are distinct, separate, and cumulative remedies. The existence of these remedies shall not be deemed to be in exclusion of any other remedies provided at law or in equity. Exercise of any one such remedy shall not be deemed a waiver or such other remedies as may be available.

H. Receipt of Monies Not Waiver. The receipt of rent or other monies by Landlord from Tenant with knowledge of any breach or default on the party of Tenant shall not be deemed a waiver of such default. The receipt of rent or other monies by Landlord from Tenant after termination of this Lease shall not be deemed to reinstate, continue, or extend the term of this Lease or to affect any notice previously provided Tenant or to operate as a waiver of Landlord's right to recover any damages or other amounts due hereunder or possession of the Premises.

ARTICLE VIII

Landlord's Right to Cure Tenant's Default

Section 8.01. Right to Cure. If Tenant defaults in the performance of any agreement or obligation under this Lease and fails to cure such default after notice as provided herein, Landlord may, at its option, either before or after any termination of this Lease, and without waiving its claim for damages for such breach, cure such breach on behalf of Tenant. Any amount paid or any liability incurred by Landlord in curing a default of Tenant under this Article shall be deemed paid or incurred on account of Tenant and Tenant shall reimburse Landlord therefor or save Landlord harmless therefrom together with interest thereon at the rate of 18% per annum, and in addition, Tenant shall reimburse Landlord for all costs and reasonable attorney's fees incurred in curing a default.

ARTICLE IX
Casualty Damage and Eminent Domain

Section 9.01. Damage or Destruction. In case the Premises shall be damaged by fire or other casualty so as to render the same untenantable in whole or in part for any period, a just abatement of rent shall be made until the same shall be repaired by the Landlord, provided, however, that if, in the Landlord's sole discretion, the Premises shall be so badly damaged by fire or any other casualty that the Landlord shall not desire to rebuild, this Lease shall terminate at the Landlord's option and rent shall be apportioned to the time of such termination. Further, in case the Premises shall be damaged by fire or other casualty so as to render the same untenantable in whole or in part for any period, Landlord shall not be liable for interruption to Tenant's business or for damage to or replacement or repair of Tenant's personal property (including, without limitation, inventory, trade fixtures, floor coverings, furniture and other property removable by Tenant under the provisions of this Lease) or any leasehold improvements installed in the Premises by Tenant resulting therefrom, all of which damage shall be repaired and replaced by Tenant promptly, unless this Lease is terminated at Landlord's election. Notwithstanding the foregoing, if the Premises are not restored completely by Landlord within one hundred eighty (180) days of such fire or other casualty, this Lease shall thereupon be deemed to have terminated.

Section 9.02. Eminent Domain. If all or a substantial portion of the Premises are taken or condemned by a duly constituted public authority, both Landlord and Tenant shall have the right to terminate this Lease upon giving written notice of termination to the other within thirty (30) days of the terminating party's receipt of notice of taking from the public authority. If the Lease is so terminated, the rent shall be apportioned and paid to the effective date of termination. In the event this Lease shall not be terminated as provided herein, rent shall abate proportionately as to the portion so taken based on the value of the portion so taken in relation to the value of the Premises immediately prior to the taking and the relative impact of the taking on the Tenant's business.

The Landlord shall be entitled to receive the entire award or awards in any condemnation proceeding without deduction therefrom for any estate vested in the Tenant and the Tenant shall receive no part of any award or awards from the Landlord or in the proceedings and the Tenant hereby assigns to the Landlord any and all of its right, title and interest in or to such award or awards or any part thereof.

Section 9.03. Duty to Restore. Notwithstanding anything to the contrary, in event of any such casualty, Tenant shall be obligated to use diligent and proper efforts to put the premises or the building in proper condition for use and occupation and to restore the Premises to substantially the same condition as existed prior to such casualty, all such restoration to be completed within 180 days of any such casualty.

Section 9.04. Landlord's Entitlement to Damages. Landlord reserves and excepts all rights to damages to said Premises and building and the leasehold hereby created, accrued or subsequently accruing by reason of anything lawfully done in pursuance of any public, or other, authority; and by way of confirmation, Tenant grants to Landlord all Tenant's rights to such damages and covenants to execute and deliver such further instruments of assignment thereof as Landlord may from time to time request; provided, however, then Landlord agrees to make such proceeds available to reimburse Tenant for costs incurred by Tenant in restoring the Premises.

ARTICLE X
Limitations of Liability

Section 10.01. Landlord's Liability Limited. Landlord and its agents, employees and contractors shall not be liable for any injury to any person or damage to property due to the building in which Premises are located being in need of repair or due to the happening of any accident in or about the Premises, or due to any act or neglect of Tenant or of any employee, patron or visitor of Tenant. This provision applies without limitation to injury or damage caused by Tenant's sale, furnishing and/or consumption of alcohol, nature, rain, snow, ice, wind, frost, water, steam, gas, or odors in any form or by the bursting or leaking of windows, doors, walls, ceilings, floors, pipes, gutters, or other fixtures and to damage or injury caused by fixtures, furnishings, equipment and the like situated at the Premises whether owned by Tenant or others.

ARTICLE XI
Notice and Waiver

Section 11.01. Written Notice Requested. All notices required to be given under this Lease shall be made in writing; oral notice shall be ineffective for all purposes.

Section 11.02. Delivery of Notice. Written notice shall have been delivered duly served if mailed by Certified Mail, Return Postage Requested, postage prepaid to Tenant and to Landlord at the following addresses:

Tenant:

Landlord:

Town of Kennebunkport
6 Elm Street
P.O. Box 566

Kennebunkport, ME 04046-0566

Section 11.03. Waiver. No waiver of any default shall be deemed effective unless in writing signed by the party making the waiver. No waiver of any breach, covenant, condition, obligation or duty shall be construed a waiver of any other breach of the same or any other covenant, condition, obligation or duty.

ARTICLE XII
Amendment, Modification and Renewal

Section 12.01. Writing Required. No amendment, modification, or renewal of this Lease shall be binding unless evidenced by an agreement in writing signed by Landlord and Tenant.

Section 12.02. Hold-over Tenant. If Tenant shall hold over as a Tenant after the expiration of the terms of this Lease, such tenancy shall be deemed to continue on a month-to-month basis and Tenant shall remain fully bound under all terms and conditions of this Lease, provided, however, the rent shall be twice the Base Rent in effect during the last month of the term hereof. This Section shall not be construed to give Tenant any right to hold over.

ARTICLE XIII
Miscellaneous

Section 13.01. Interpretation. This Lease shall be construed in accordance with the law of the State of Maine. Whenever the context requires, the singular number includes the plural number and vice versa, the masculine gender includes the feminine gender and vice versa, the neuter gender includes the masculine and feminine gender. If Tenant includes more than one person or party, Tenant's obligations shall be joint and several. Time is of the essence in the performance of the terms and conditions of this Lease.

Section 13.02. Captions. Captions of paragraphs of this Lease are solely for convenience and shall not be deemed part of this Lease for any purpose.

Section 13.03. Exhibits. All exhibits attached to this Lease have been initialed by the parties for purposes of identification.

Section 13.04. Partial Invalidity. If any provision of this Lease shall be held invalid or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permitted by law.

Section 13.05. Successors and Assigns; Landlord Liability. The covenants and agreements of Landlord and Tenant shall run with the land and be binding upon and inure to the benefit of them and their respective heirs, executors, administrators, successors and assigns. No covenant or agreement of Landlord shall be binding upon any such heir, executor, administrator, successor, and assign except for defaults occurring during such person's period of ownership nor binding individually upon any fiduciary, shareholder, or beneficiary under any trust. "Landlord" means only the owner or the mortgagee in possession for the time being of the building in which the Premises are located so that in the event of any sale of said building or an assignment of this

Lease, Landlord shall be and hereby is entirely released and discharged from any and all further liability and obligations of Landlord hereunder, except any that may have theretofore accrued. Notwithstanding anything to the contrary provided in this Lease, if landlord or any successor in interest of Landlord shall be a mortgagee, or individual, joint venture, tenancy in common, corporation, firm or partnership (general or limited), it is specifically understood and agreed that there shall be absolutely no personal liability on the part of such mortgagee, corporation or such individual or on the part of the members of such firm, partnership or joint venture, or any stockholder, officer, director or trustee of such corporation with respect to any of the terms, covenants and conditions of this Lease, and that Tenant shall look solely to the equity of Landlord or such successor in interest in the Premises for the satisfaction of each and every remedy of Tenant in the event of any breach by Landlord or by such successor in interest of any of the terms, covenants and conditions of this Lease to be performed by Landlord, such exculpation of personal liability to be absolute and without any exception whatsoever.

Section 13.06. Recordation. This Lease shall not be recorded. If requested by Tenant, Landlord shall prepare a separate memorandum of lease in conformance with Maine law.

Section 13.07. Duplicate Originals. This Lease has been executed in two (2) or more copies, each of which shall be considered an original for all purposes.

Section 13.08 Entire Agreement. This Lease and the attached Appendices A, B and C contain the complete and entire agreement of the parties.

Section 13.09. Estoppel Certificate. The Tenant agrees, at any time, and from time to time, upon no less than ten (10) days prior request by Landlord, at Landlord's expense, to execute, acknowledge and deliver to Landlord a statement in writing certifying, if such be the case, that this Lease is unmodified and in full force and effect (or, if there have been modifications, stating the modifications, and that the Lease as modified is in full force and effect), stating the amounts and dates to which the Base Rent and Additional Rent, and other charges have been paid and stating whether or not to the best knowledge of Tenant there exists any default in the performance of any covenant, agreement, term, provision or condition contained in this Lease, and if so specifying each such default, it being intended that any such statement delivered pursuant to this Article may be relied upon by any prospective purchaser of, or any prospective holder of a mortgage upon the premises by any other property interested party.

IN WITNESS WHEREOF, the parties have executive this Lease Agreement under seal as of the day and year first above-written.

WITNESS:

Arlene M Murray

Arlene M Murray

INHABITANTS OF TOWN OF KENNEBUNKPORT

By: _____
Larry S. Mead, Town Manager

[TENANT]
By: Wanda L Daggett

Wade Daggett

Agenda Item Divider

15

Maine Municipal Association

60 COMMUNITY DRIVE
AUGUSTA, MAINE 04330-9486
(207) 623-8428
www.memun.org

MEMORANDUM

TO: Key Municipal Officials of MMA Member Cities, Towns and Plantations

FROM: Stephen W. Gove, Executive Director

DATE: September 1, 2017

SUBJECT: Voting Credentials for MMA Annual Business Meeting

The Maine Municipal Association Annual Business Meeting is being held in conjunction with the MMA Annual Convention and will take place on **Wednesday, October 4, 2017, at 1:30 p.m. in the Cumberland Room at the Augusta Civic Center**. The MMA Bylaws entitle each member community to one (1) voting representative.

Enclosed please find the ***MMA Voting Delegates Credential Form*** on which the municipal officers may designate their municipality's voting representative and alternate. We have also attached the Proposed Agenda for the MMA Annual Business Meeting for your reference. The current MMA Bylaws as adopted in 2013 will be available at the MMA Annual Business Meeting or may be viewed on the MMA website at:

http://www.memun.org/public/MMA/Gov/bylaws.pdf.

Please note that the MMA Executive Committee is not putting forth any proposed amendments to the MMA bylaws for this year. If you plan to be at the MMA Annual Convention and would like to have a Voting Delegate represent your municipality, please complete the MMA Voting Delegate Credential Form and return to our office by **Tuesday, October 3, 2017** or bring it with you to the MMA Annual Business Meeting. We have provided a self-addressed, self-stamped envelope for your convenience.

We look forward to seeing you at this year's 81st MMA Annual Convention at the Augusta Civic Center. We have a great line up of speakers, workshops and networking opportunities at this year's convention. If you have any questions on this information, please contact Theresa Chavarie at 1-800-452-8786 ext. 2211 or in the Augusta area at 623-8428.

Maine Municipal Association
Annual Business Meeting
Wednesday, October 4, 2017
1:30 – 2:15 p.m.
Augusta Civic Center, Augusta, Maine
Cumberland Room

PROPOSED AGENDA

1. **Introductions and Welcoming Remarks** – MMA President Laurie Smith (Town Manager, Kennebunkport)

2. **Approval of 2016 MMA Annual Business Meeting Minutes** – Laurie Smith

3. **Introduction of New Executive Committee Members** – Laurie Smith

4. **MMA President's Report** – Laurie Smith

5. **Executive Director's Report** – Stephen Gove, MMA Executive Director

6. **Other Business** ***(comments from the floor)***

7. **Adjournment**

MAINE MUNICIPAL ASSOCIATION

VOTING DELEGATE CREDENTIALS

_____ is hereby designated as the official Voting Delegate and
(name)

_____ as the alternate voting delegate for _____
(name) *(municipality)*

to the Maine Municipal Association Annual Business Meeting which is scheduled to be held, Wednesday, October 4, 2017, 1:30 p.m., at the Augusta Civic Center, Augusta, Maine.

The Voting Delegate Credentials may be cast by a majority of the municipal officers, or a municipal official designated by a majority of the municipal officers of each Municipal member.

Date: _____ **Municipality:** _____

Signed by a Municipal Official designated by a majority of Municipal Officers:

Name: _____ **Position:** _____

Or Signed by a Majority of Municipal Officers:

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

Please return this form no later than **Tuesday, October 3, 2017** or bring it with you to the MMA Annual Business Meeting. If mailing, send to:

MMA Annual Business Meeting
Maine Municipal Association
60 Community Drive
Augusta, Maine 04330
FAX: 207-626-3358