

TOWN OF KENNEBUNKPORT, MAINE

– INCORPORATED 1653 –

Board of Selectmen Agenda
Village Fire Station – 32 North Street
April 11, 2019
6:00 PM

1. Call to Order.
2. Joint Meeting with Budget Board to review final budgets and recommendations.
3. Review June town meeting warrant and vote on warrant articles.
4. Approve the March 21, 26, 27, and 28, 2019, selectmen meeting minutes.
5. 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.).
6. Consider a renewal liquor license submitted by RL Restaurant, LLC, DBA Salt and Honey, 24 Ocean Avenue.
7. Consider a renewal liquor license submitted by OWR, LLC, Kathleen Spang DBA Oceanwoods Resort/PJ's Pub and Dining, 71 Dyke Road.
8. Consider a renewal special amusement permit submitted by OWR, LLC DBA Oceanwoods Resort/PJ's Pub and Dining, 71 Dyke Road.
9. Consider the Dock Application for 22 Ebbs Cove Road.
10. Consider Road Maintenance Agreement for Wallace Woods.
11. Consider proposed revenue increase for FY2020.
12. Authorize the Town Manager to sign the Animal Welfare Society Contract.
13. Consider authorizing work 24/7 in Cape Porpoise Harbor for the dredge project between November 1, 2019, and March 30, 2020.
14. Authorize award of brush truck.
15. Accept the following donations:

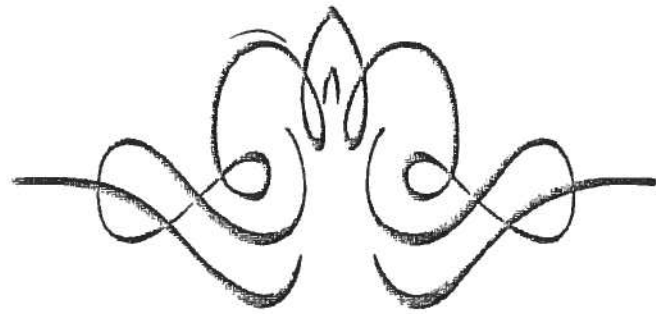
6 Elm Street, P.O. Box 566, Kennebunkport, Maine 04046
Tel: (207) 967-4243 Fax: (207) 967-8470

- a. Lucille and Roger Seavey donated \$100 to the nurses fees account in memory of Ellen Dube.
- b. Kennebunk Portside Rotary donated \$220 to general needs account.
- c. United Way donated \$150 to the emergency fuel account.
- d. Madonna Chapter 144 donated \$50 to the emergency food account.
- e. Kennebunk High School Wellness Committee donated \$190 to the emergency food account and \$190 to the emergency fuel account.

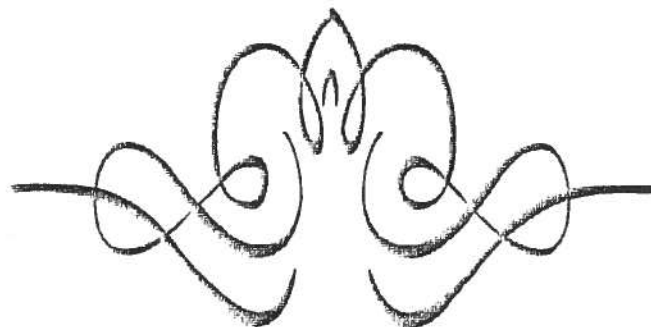
16. Other business.

17. Approve the April 11, 2019, Treasurer's Warrant.

18. Adjournment.



Agenda Item Divider



(2)

Town of Kennebunkport				
	2020	2020	BOS	BB
	BOS	BB	Warrant	Warrant
Operating			Articles	Articles
01 - Administration	1,001,725.00	1,001,725.00	1,031,220.00	1,031,220.00
11 - Community Development	29,495.00	29,495.00		
05 - Zoning Board Of Appeals	500.00	500.00	6,850.00	6,850.00
07 - Conservation Commission	1,350.00	1,350.00		
08 - Growth Planning Committee	5,000.00	5,000.00		
09 - Legal fees	93,000.00	93,000.00	361,142.00	361,142.00
10 - Insurance	268,142.00	268,142.00		
12 - Planning & Development	447,171.00	447,171.00	447,171.00	447,171.00
01 - Police dept	1,768,839.00	1,768,839.00	2,300,777.00	2,300,777.00
02 - Communications	531,938.00	531,938.00		
03 - Fire dept	417,258.00	417,258.00	417,258.00	417,258.00
04 - KEMS	155,000.00	175,000.00	155,000.00	175,000.00
05 - Emergency Management	1,500.00	1,500.00	55,714.00	55,714.00
06 - Animal Control	15,376.00	15,376.00		
07 - Harbormaster	38,838.00	38,838.00		
01 - Solid Waste	488,242.00	488,242.00	488,242.00	488,242.00
02 - Health	187,811.00	187,811.00	191,146.00	191,146.00
03 - Welfare	3,335.00	3,335.00		
04 - Social Services	22,400.00	22,400.00	22,400.00	22,400.00
07 - Shellfish	3,671.00	3,671.00	3,671.00	3,671.00
10 - Public Restrooms	32,500.00	32,500.00	32,500.00	32,500.00
01 - Highway dept	976,267.00	976,267.00	976,267.00	976,267.00
02 - Mechanic	0.00	0.00		
03 - Utilities	192,790.00	192,790.00	192,790.00	192,790.00
04 - Shade Tree	42,123.00	42,123.00	56,636.00	56,636.00
06 - Cemetery	14,513.00	14,513.00		
01 - Recreation	283,002.00	283,002.00	283,002.00	283,002.00
02 - Graves Library	155,000.00	155,000.00	168,950.00	168,950.00
03 - Cape Porpoise Library	13,950.00	13,950.00		
04 - Parsons Way	4,000.00	4,000.00	4,000.00	4,000.00
05 - GRB Advisory	44,000.00	44,000.00	44,000.00	44,000.00
07 - Contingency	65,000.00	65,000.00	65,000.00	65,000.00
01 - Miscellaneous	10,668.00	10,668.00	10,668.00	10,668.00
01 - Debt Service	627,662.00	627,662.00	627,662.00	627,662.00

Town of Kennebunkport				
			BOS	BB
	2020	2020	Warrant	Warrant
Capital Outlay	BOS	BB	Articles	Articles
01 - Administration	130,000.00	130,000.00	130,000.00	130,000.00
02 - Police	30,000.00	30,000.00	30,000.00	30,000.00
04 - Fire Reserve	188,500.00	188,500.00	188,500.00	188,500.00
06 - Highway	6,000.00	6,000.00	6,000.00	6,000.00
09 - Road Improvement	587,600.00	587,600.00	587,600.00	587,600.00
11 - Sidewalk Construction	90,000.00	90,000.00	90,000.00	90,000.00
13 - Recreation	2,000.00	2,000.00	2,000.00	2,000.00
19 - Revaluation	67,000.00	67,000.00	67,000.00	67,000.00
20 - Special Projects	0.00	0.00	0.00	0.00
39 - Piers	200,000.00	200,000.00	200,000.00	200,000.00
Expense Totals:	9,243,166.00	9,263,166.00	9,243,166.00	9,263,166.00

**Town of Kennebunkport
Budget Board/Board of Selectmen Meeting
Village Fire Station – 32 North Street
March 21 – 6:00 PM**

Minutes of the Selectmen's Meeting of March 21, 2019

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

Others: Ted Baker, Barbara Barwise, Dan Beard, David Betses, Mary Lou Boucouvalas, Joe Carroll, Michael Claus, Michael Davis, Doug Dicey, Ruth Fernandez, David James, Alison Kenneway, David Kling, Kathryn Leffler, Jen Lord, Dimitri Michaud, Dawn Morse, Ann Saunders, Stedman Seavey, Laurie A. Smith, Richard Smith, James Stockman

1. Call to Order.

Chair Hutchins called the meeting to order at 6:05 PM. Budget Board Chair Barbara Barwise called the Budget Board Meeting to order.

2. Joint meeting with Budget Board for fiscal year 2020 municipal budget presentation requests from town committees, outside agencies, and social services.

Town Manager Laurie Smith went over the Conservation Commission budget request.

Jim Stockman, president of KEMS, presented the KEMS budget request and talked about their subscription service to help defray uninsured or unbillable costs. Joe Carroll, chief of KEMS operations, also presented information.

Dan Beard asked for the additional \$20,000 put back in budget.

Joe Carroll explained costs that are not billable which KEMS needs to absorb, such as calls when no one is transported, or when they go to fire calls.

David James presented the Budget Board Subcommittees recommendations for the social service agency budgets.

Selectman and Tree Warden Pat Briggs discussed the Shade Tree Committee budget.

Ruth Fernandez, chair of the Cemetery Committee discussed their budget.

Mary Lou Boucouvalas presented the Graves Library budget. David Kling also spoke to this.

Dick Smith presented the Cape Porpoise Library budget.

Ms. Smith presented the Parsons Way budget and miscellaneous agencies.

3. Follow up and feedback.

Ms. Smith and Public Works Director Michael Claus discussed solid waste and recycling. She said they need a plan. On the growth planning survey, 94% of respondent said natural resources and environment were very important to them.

4. Adjournment.

Motion by Selectman Barwise, seconded by Selectman Matthews-Bull, to adjourn. **Vote:** 5-0.

The meeting adjourned at 7:42 PM.

Minutes taken via video stream.

Submitted by Arlene McMurray
Administrative Assistant

**Board of Selectmen Meeting
Village Fire Station – 32 North Street
March 26 – 5:00 PM**

Minutes of the Selectmen's Meeting of March 26, 2019

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

Others: Laurie A. Smith and others

1. Call to Order.

Chair Hutchins called the meeting to order at 5:00 PM.

2. Executive session per M.R.S.A. 1, § 405-6A to discuss personnel matters.

Motion by Selectman Barwise, seconded by Selectman Daggett, to go into executive session per M.R.S.A. 1, § 405-6A to discuss personnel matters. **Vote:** 5-0.

The Board went into executive session at 5:00 PM and came out at 7:25 PM.

No action was taken.

3. Adjournment.

Motion by Selectman Matthews-Bull, seconded by Selectman Briggs, to adjourn. **Vote:** 5-0.

The meeting adjourned at 7:25 PM.

Submitted by Laurie A. Smith
Town Manager

**Board of Selectmen Meeting
Village Fire Station – 32 North Street
March 27 – 5:00 PM**

Minutes of the Selectmen's Meeting of March 27, 2019

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

Others: Laurie A. Smith and others

1. Call to Order.

Chair Hutchins called the meeting to order at 5:00 PM.

2. Executive session per M.R.S.A. 1, § 405-6A to discuss personnel matters.

Motion by Selectman Barwise, seconded by Selectman Daggett to go into executive session per M.R.S.A. 1, § 405-6A to discuss personnel matters. **Vote:** 5-0.

The Board went into executive session at 5:00 PM and came out at 7:25 PM.

No action was taken.

3. Adjournment.

Motion by Selectman Matthews-Bull, seconded by Selectman Briggs, to adjourn. **Vote:** 5-0.

The meeting adjourned at 7:25 PM.

Submitted by Laurie A. Smith
Town Manager

**Town of Kennebunkport
Board of Selectmen Meeting
March 28, 2019
Village Fire Station, 32 North Street
6:00 PM**

Minutes of the Selectmen's Meeting of March 28, 2019

Selectmen Attending: Stuart Barwise, Patrick A. Briggs, Allen Daggett, Edward Hutchins, and Sheila Matthews-Bull

Others: Michael Claus, Jean Conaty, Michael Davis, Werner Gilliam, John Harcourt, David James, David Kling, Jennifer Lord, Arlene McMurray, Breese Reagle, Craig Sanford, Chris Simeoni, Harrison Small, Laurie Smith, Sue Ellen Stavrand, Dick Stedman, and others

1. Call to Order.

Chair Hutchins called the meeting to order at 6:05 PM.

2. Final review of fiscal year 2020 municipal budget requests.

The Board of Selectmen reviewed the budget requests and voted on the following:

Motion by	Seconded by				
Selectmen	Selectman	to approve	to the	account	Vote:
Barwise	Matthews-Bull	1,001,725.00	Administration	account	5-0
Barwise	Matthews-Bull	500.00	Zoning Board of Appeals	account	5-0
Barwise	Matthews-Bull	1,350.00	Conservation Commission	account	5-0
Barwise	Matthews-Bull	5,000.00	Growth Planning	account	5-0
Barwise	Matthews-Bull	93,000	Legal fees	account	5-0
Barwise	Matthews-Bull	268,142.00	Insurance	account	5-0
Barwise	Matthews-Bull	29,495.00	Community Development	account	5-0
Barwise	Matthews-Bull	447,171.00	Planning & Development	account	5-0
Barwise	Matthews-Bull	1,768,839.00	Police dept	account	5-0
Barwise	Matthews-Bull	531,938.00	Communications	account	5-0
Barwise	Matthews-Bull	417,258.00	Fire Dept.	account	5-0

Selectmen's Meeting**- 2 -****March 28, 2019**

Barwise	Matthews-Bull	155,000.00	KEMS	account	5-0
Barwise	Matthews-Bull	1,500.00	Emergency Management	account	5-0
Barwise	Matthews-Bull	15,376.00	Animal Control	account	5-0
Barwise	Matthews-Bull	38,838.00	Harbormaster	account	5-0
Barwise	Matthews-Bull	488,242.00	Solid Waste	account	5-0
Barwise	Matthews-Bull	187,811.00	Health	account	5-0
Barwise	Matthews-Bull	3,335.00	Welfare	account	5-0
Barwise	Matthews-Bull	22,400.00	Social Services	account	
Barwise	Matthews-Bull	3,671.00	Shellfish Conservation	account	5-0
Barwise	Matthews-Bull	32,500.00	Public Restrooms	account	5-0
Barwise	Matthews-Bull	976,267.00	Highway dept	account	5-0
		0.00	Mechanic	account	
Barwise	Matthews-Bull	192,790.00	Utilities	account	5-0
Barwise	Matthews-Bull	42,123.00	Shade Tree	account	5-0
Barwise	Matthews-Bull	14,513.00	Cemetery	account	5-0
Barwise	Matthews-Bull	283,002.00	Recreation	account	5-0
Barwise	Matthews-Bull	155,000.00	Graves Library	account	5-0
Barwise	Matthews-Bull	13,950.00	Cape Porpoise Library	account	5-0
Barwise	Matthews-Bull	4,000.00	Parsons Way	account	5-0
Barwise	Matthews-Bull	44,000.00	GRB Advisory	account	5-0
Barwise	Matthews-Bull	65,000.00	Contingency	account	5-0
Barwise	Matthews-Bull	10,668.00	Miscellaneous	account	5-0
Barwise	Matthews-Bull	627,662.00	Debt Service	account	5-0

Selectmen's Meeting**- 3 -****March 28, 2019**

Barwise	Matthews-Bull	130,000.00	CO - Admin.	account	5-0
Barwise	Matthews-Bull	30,000.00	CO - Police	account	5-0
Barwise	Matthews-Bull	188,500.00	CO - Fire Reserve	account	5-0
Barwise	Matthews-Bull	6,000.00	CO - Highway	account	5-0
Barwise	Matthews-Bull	587,600.00	CO - Road Improvement	account	5-0
Barwise	Matthews-Bull	90,000.00	CO - Sidewalk construction	account	5-0
Barwise	Matthews-Bull	2,000.00	CO - Recreation	account	5-0
Barwise	Matthews-Bull	67,000.00	CO-Revaluation	account	5-0
		0.00	CO-Special Projects	account	
Barwise	Matthews-Bull	200,000.00	CO - Piers	account	5-0

Motion by Selectman Barwise, seconded by Selectman Matthews-Bull, to approve the total expenses in the amount of \$9,243,166. **Vote:** 5-0.

3. Approve the March 14, 2019, selectmen meeting minutes.

Motion by Selectman Barwise, seconded by Selectman Matthews-Bull, to approve the March 14, 2019, selectmen meeting minutes. **Vote:** 5-0.

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

There were no comments.

5. Consider a renewal liquor license application submitted by Nunan's Lobster Hut, Inc., 9 Mills Road.

Chair Hutchins mentioned that the following establishments applying for a liquor license were inspected and approved by fire, police, and code.

Motion by Selectman Daggett, seconded by Selectman Matthews-Bull, to approve the renewal liquor license application submitted by Nunan's Lobster Hut, Inc., 9 Mills Road. **Vote:** 5-0.

6. Consider a renewal liquor license application submitted by the Seaside Hotel Association, Seaside Hotel Association, L.T.D., DBA Nonantum

Motion by Selectman Barwise, seconded by Selectman Daggett, to approve the renewal liquor license application submitted by the Seaside Hotel Association, Seaside Hotel Association, L.T.D., DBA Nonantum Resort, 95 Ocean Avenue.

Vote: 5-0.

7. Consider a renewal special amusement permit application submitted by the Tina Hewett-Gordon, Seaside Hotel Association, L.T.D., DBA Nonantum Resort, 95 Ocean Avenue.

Motion by Selectman Barwise, seconded by Selectman Daggett, to approve the renewal special amusement permit application submitted by the Tina Hewett-Gordon, Seaside Hotel Association, L.T.D., DBA Nonantum Resort, 95 Ocean Avenue. **Vote:** 5-0.

8. Consider a renewal liquor license application submitted by SBJC, LLC, DBA Bandaloop, 2 Ocean Avenue.

Motion by Selectman Barwise, seconded by Selectman Matthews-Bull, to approve the renewal liquor license application submitted by SBJC, LLC, DBA Bandaloop, 2 Ocean Avenue. **Vote:** 5-0.

9. Consider appointments to Village Parcel Master Plan Steering Committee.

Selectman Barwise thanked everyone for their level of commitment and Chair Hutchins for a great job managing the interview process.

Chair Hutchins remarked that there are so many talented people in the community.

Motion by Selectman Daggett, seconded by Selectman Barwise to appoint: Connie Dykstra, Rebecca Young, John Harcourt, Jamie Houtz, Mike Weston, Tim Pattison, and Russ Grady to the to the Village Parcel Master Plan Steering Committee a term expiring December 31, 2019. **Vote:** 5-0.

Motion by Selectman Barwise, seconded by Selectman Briggs to appoint Selectmen Daggett and Matthews-Bull to serve on the Village Parcel Master Plan Steering Committee. **Vote:** 5-0.

10. Consider renewing contract with Sunrise Credit Services, Inc. to assist in bill collection.

Treasurer Jen Lord explained that they have been working on their account

receivables and have contacted those that haven't paid and made payment arrangements for some of them. At this point, she suggested renewing the contract with Sunrise Credit Services, Inc. She said she would be coming back to the Board on April 25 to ask for write offs.

Motion by Selectman Barwise, seconded by Selectman Daggett, to renew the contract with Sunrise Credit Services, Inc. to assist in bill collection. **Vote:** 5-0.

11. Review proposed ordinance revisions and vote to place on Town Meeting Warrant.

Town Manager Laurie Smith said these ordinance revisions have been discussed in previous meetings.

a. Street numbering

b. Waterfront Ordinance

Motion by Selectman Barwise, seconded by Selectman Matthews-Bull, to place the proposed ordinance revisions for street numbering and the Waterfront Ordinance on the Town Meeting Warrant. **Vote:** 5-0.

12. Donation of tax-acquired parcel, ice skating rink, to the Kennebunkport Heritage Housing Trust.

The Heritage Housing Trust would like to acquire this property for affordable housing. Selectman Briggs said their application to the Federal government which was sent in December for 501c3 status is in queue, so it is all coming together.

Chair Hutchins was concerned about the approximately 18 acres behind this property. He wanted to make sure there are no easements that would provide a right of way for more development. For now, they can only divide that property and put two houses.

The Board is confident the Trust will manage it in the best interest of the Town.

Motion by Selectman Barwise, seconded by Selectman Daggett to grant the Town Manager the authority to pass the donation for the tax-acquired parcel, ice skating rink, to the Kennebunkport Heritage Housing Trust with no encumbrances. **Vote:** 3-1-1 Selectman Briggs recused himself because he is the Heritage Housing Trust President, and Chair Hutchins opposed.

David James said the members of the KRA are happy and excited to have Selectman Briggs and others from the Trust come and speak to them and answer questions.

13. Accept donation of \$50 to the nurses fees account from Donald and Lucille Gaudette in memory of Ellen Dube.

Motion by Selectman Barwise, seconded by Selectman Daggett, to accept the donation of \$50 to the nurses fees account from Donald and Lucille Gaudette in memory of Ellen Dube with great appreciation. **Vote:** 5-0.

14. Accept a donation of \$100 from Ed Macleod to the nurses general account.

Motion by Selectman Barwise, seconded by Selectman Daggett, to accept the donation of \$100 from Ed Macleod to the nurses general account. **Vote:** 5-0.

15. Other business.

Selectman Briggs thanked other members of the Board and townspeople for their support in acquiring and managing the village parcel.

Selectman Matthews-Bull added that the Heritage Housing Trust has done an incredible job in such a short amount of time.

Ms. Smith said there were some revenue changes and wanted to confirm that the Board was in favor of putting them on the next agenda. The Board agreed to have revenue changes on the next agenda.

Chair Hutchins thanked everyone who applied for the Village Master Plan Steering Committee. He said he was overwhelmed by the people who came out and their talent. He congratulated those who were appointed.

16. Approve the March 28, 2019, Treasurer's Warrant.

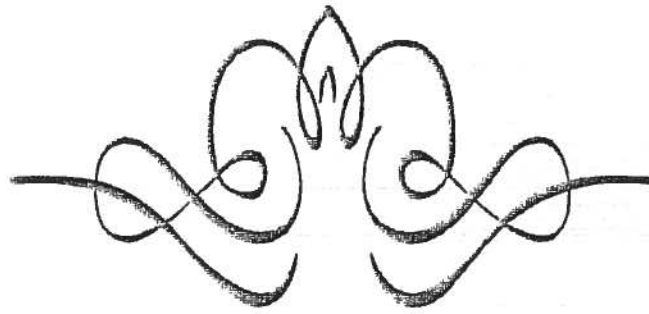
Motion by Selectman Barwise, seconded by Selectman Daggett to approve the March 28, 2019, Treasurer's Warrant. **Vote:** 5-0.

17. Adjournment.

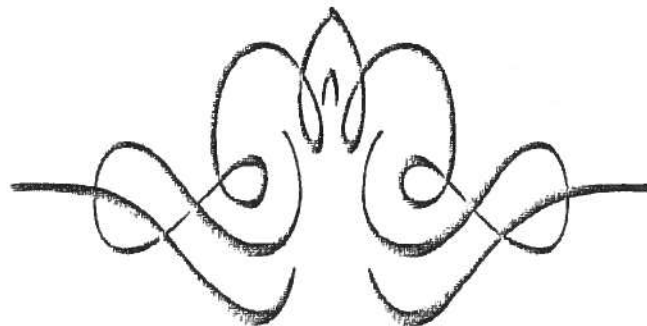
Motion by Selectman Barwise, seconded by Selectman Daggett, to adjourn.

The Meeting adjourned at 6:40 PM

Submitted by Arlene McMurray
Administrative Assistant



Agenda Item Divider



6

BUREAU OF ALCOHOL BEVERAGES AND LOTTERY OPERATIONS
DIVISION OF LIQUOR LICENSING AND ENFORCEMENT
8 STATE HOUSE STATION, AUGUSTA, ME 04333-0008 (Regular Mail)
10 WATER STREET, HALLOWELL, ME 04347 (Overnight Mail)
TEL: (207) 624-7220 FAX: (207) 287-3434
EMAIL INQUIRIES: MAINELIQUOR@MAINE.GOV

DIVISION USE ONLY	
License No:	
Class:	By:
Deposit Date:	
Amt. Deposited:	
Cash Ck Mo:	
Good SOS & DBA: YES <input type="checkbox"/> NO <input type="checkbox"/>	

PRESENT LICENSE EXPIRES: 3/26/2019

NEW application: ☐ Yes ☒ No

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

Requested inspection (New Licensees/ Ownership Changes Only) Date: _____ Business hours: _____

INDICATE TYPE OF PRIVILEGE: ☐ MALT ☐ VINOUS ☒ SPIRITUOUS

INDICATE TYPE OF LICENSE:

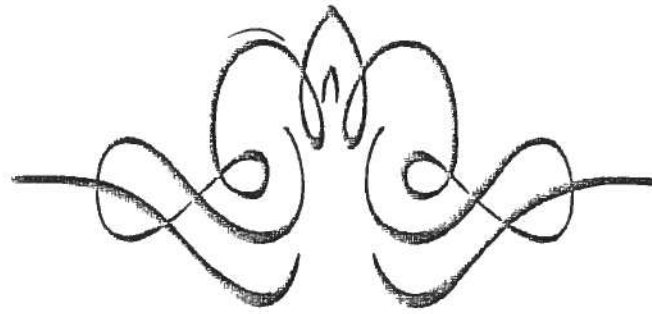
- ☒ RESTAURANT (Class I,II,III,IV) ☐ RESTAURANT/LOUNGE (Class XI) ☐ CLASS A LOUNGE (Class X)
☐ HOTEL (Class I,II,III,IV) ☐ HOTEL, FOOD OPTIONAL (Class I-A) ☐ BED & BREAKFAST (Class V)
☐ GOLF COURSE (Class I,II,III,IV) ☐ TAVERN (Class IV) ☐ QUALIFIED CATERING
☐ OTHER: _____ ☐ SELF-SPONSORED EVENTS
(QUALIFIED CATERERS ONLY)

REFER TO PAGE 3 FOR FEE SCHEDULE

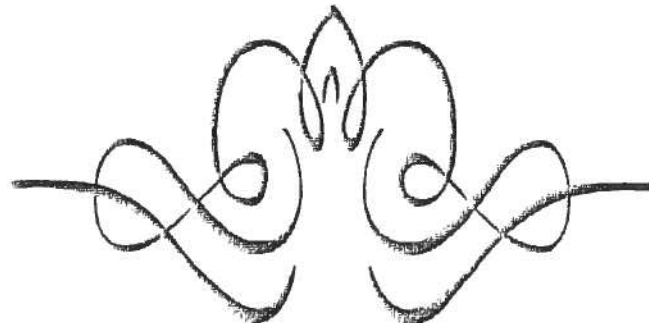
ALL QUESTIONS MUST BE ANSWERED IN FULL

Corporation Name: <u>RL Restaurants LLC 4/16/2014</u>			Business Name (D/B/A): <u>Salt and Honey</u>		
APPLICANT(S) - (Sole Proprietor) <u>Jackson Gordon</u> DOB: <u>12/13/1983</u>			Physical Location: <u>Kennebunkport, Me</u> <u>04046</u>		
<u>Alison Riggler</u> DOB: <u>4/16/79</u>			City/Town <u>P.O. Box 1459</u> State <u>Me</u> Zip Code <u>04046</u>		
Address <u>24 Ocean Ave Kennebunkport</u>			Mailing Address <u>Kennebunkport, Me</u> Same As Above? <input type="checkbox"/> <u>04046</u>		
City/Town <u>617-755-0226</u> State <u>04046</u> Zip Code <u>204-0195</u>			City/Town <u>204-0195</u> State <u>04046</u> Zip Code		
Telephone Number _____ Fax Number _____			Business Telephone Number _____ Fax Number _____		
Federal I.D. # <u>46-5393392</u>			Seller Certificate #: _____ or Sales Tax #: <u>1169914</u>		
Email Address: <u>Gordon.Jackson@gmail.com</u>			Website: <u>The Salt and Honey.com</u>		

1. If premise is a Hotel or Bed & Breakfast, indicate number of rooms available for transient guests: _____
2. State amount of gross income from period of last license:
ROOMS \$ _____ FOOD \$ 146,000 LIQUOR \$ 365,000
3. Is applicant a corporation, limited liability company or limited partnership? YES ☒ NO ☐
If Yes, please complete the Corporate Information required for Business Entities who are licensees
4. Do you permit dancing or entertainment on the licensed premises? YES ☐ NO ☒



Agenda Item Divider



7

BUREAU OF ALCOHOL BEVERAGES AND LOTTERY OPERATIONS
DIVISION OF LIQUOR LICENSING AND ENFORCEMENT
8 STATE HOUSE STATION, AUGUSTA, ME 04333-0008 (Regular Mail)
10 WATER STREET, HALLOWELL, ME 04347 (Overnight Mail)
TEL: (207) 624-7220 FAX: (207) 287-3434
EMAIL INQUIRIES: MAINELIQUOR@MAINE.GOV

DIVISION USE ONLY	
License No:	
Class:	By:
Deposit Date:	
Amt. Deposited:	
Cash Ck Mo:	
Good SOS & DBA: YES <input type="checkbox"/> NO <input type="checkbox"/>	

PRESENT LICENSE EXPIRES: 4-10-19

NEW application: ☐ Yes ☒ No

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

Requested inspection (New Licensees/ Ownership Changes Only) Date : _____ Business hours: _____

INDICATE TYPE OF PRIVILEGE: ☒ MALT ☒ VINOUS ☒ SPIRITUOUS

INDICATE TYPE OF LICENSE:

- | | | |
|--|--|--|
| <input type="checkbox"/> RESTAURANT (Class I,II,III,IV) | <input checked="" type="checkbox"/> RESTAURANT/LOUNGE (Class XI) | <input type="checkbox"/> CLASS A LOUNGE (Class X) |
| <input type="checkbox"/> HOTEL (Class I,II,III,IV) | <input type="checkbox"/> HOTEL, FOOD OPTIONAL (Class I-A) | <input type="checkbox"/> BED & BREAKFAST (Class V) |
| <input type="checkbox"/> GOLF COURSE (Class I,II,III,IV) | <input type="checkbox"/> TAVERN (Class IV) | <input type="checkbox"/> QUALIFIED CATERING |
| <input type="checkbox"/> OTHER: _____ | | <input type="checkbox"/> SELF-SPONSORED EVENTS |
- (QUALIFIED CATERERS ONLY)

REFER TO PAGE 3 FOR FEE SCHEDULE

ALL QUESTIONS MUST BE ANSWERED IN FULL

Corporation Name: <u>OWR, LLC</u>			Business Name (D/B/A) <u>OCEAN WOODS RESORT / PJ's Pub & Dining</u>		
APPLICANT(S) - (Sole Proprietor) <u>Kathleen Spang</u>		DOB: <u>7-7-54</u>	Physical Location: <u>71 Dyke Road</u>		
		DOB:	City/Town <u>Kennebunkport</u>	State <u>ME</u>	Zip Code <u>04046</u>
Address <u>71 Dyke Road</u>			Mailing Address Same As Above? <input checked="" type="checkbox"/>		
City/Town <u>Kennebunkport</u>	State <u>ME</u>	Zip Code <u>04046</u>	City/Town	State	Zip Code
Telephone Number <u>207-468-6667</u>	Fax Number <u>207-967-0204</u>		Business Telephone Number <u>207-967-1928</u>	Fax Number <u>207-967-0204</u>	
Federal LD. # <u>20-8431935</u>		Seller Certificate #: or Sales Tax #: <u>1161876</u>			
Email Address: <u>info@oceanwoodsresort.com</u>			Website: <u>oceanwoodsresort.com</u>		

1. If premise is a Hotel or Bed & Breakfast, indicate number of rooms available for transient guests: 32

2. State amount of gross income from period of last license:

ROOMS \$ 432,195 FOOD \$ 59,234 LIQUOR \$ 21,843

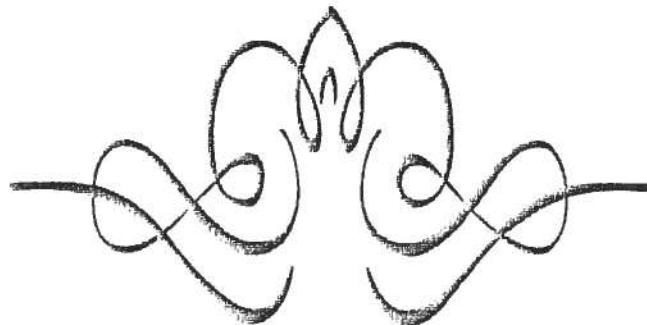
3. Is applicant a corporation, limited liability company or limited partnership? YES ☒ NO ☐

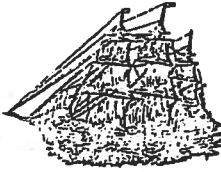
If Yes, please complete the Corporate Information required for Business Entities who are licensees.

4. Do you permit dancing or entertainment on the licensed premises? YES ☒ NO ☐



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8

TOWN OF KENNEBUNKPORT, MAINE

- INCORPORATED 1653 -
MAINE'S FINEST RESORT

APPLICATION

SPECIAL AMUSEMENT PERMIT FOR DANCING AND ENTERTAINMENT

Name of Applicant Kathleen Spang
Residence Address 71 Dyke Road, Kennebunkport
Home Telephone Number 207-468-6667
Name of Business Ocean Woods / PJ's Pub & Dining
Business Address 71 Dyke Road
Type of Business Lodging, Dining, Functions
Business Telephone Number 207-967-1928
Nature of Special Amusement weddings, family reunions

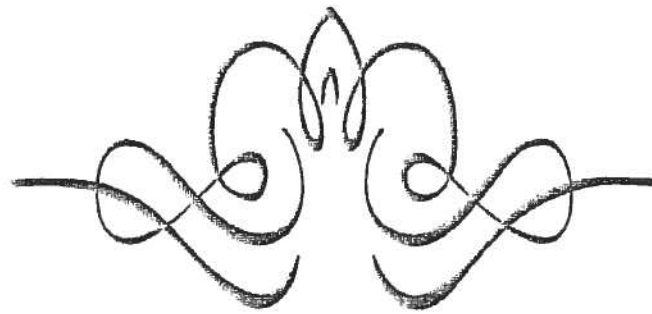
Has your liquor and or amusement license ever been denied or revoked?

Yes _____ No X

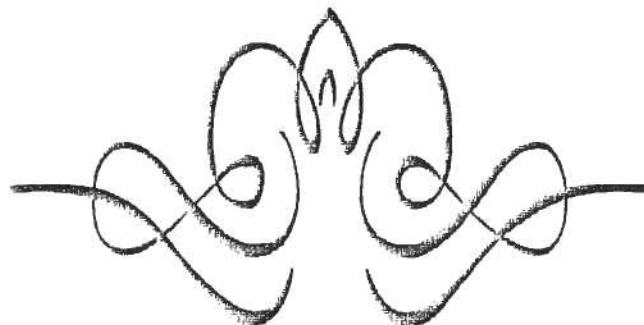
If yes, describe circumstances specifically. (Attach additional page if necessary)

1. Permit Fee: \$ 50.00 (payable to the Town of Kennebunkport)
2. By making application for this permit and signing this application form, I acknowledge that I am familiar with the rules and regulations governing this permit.

Kathleen M Spang
applicant



Agenda Item Divider





TOWN OF KENNEBUNKPORT, MAINE

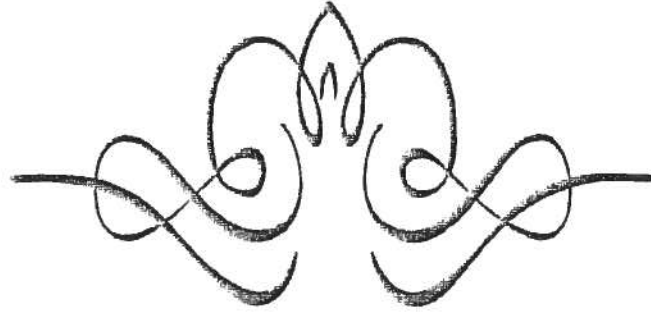
- - INCORPORATED 1653 - -

Town of Kennebunkport

PUBLIC NOTICE

In response to an application to construct a dock consisting of 4 ft x 150 ft elevated walkway, a 4 ft x 60 ft fixed pier, a 3 ft x 20 ft gangway, and an 8 ft x 16 ft float to a 6 ft x 48.5 ft fixed pier, a 3 ft x 24 ft gangway, and an 8 ft x 40 ft float located by two moorings; the Cape Porpoise Pier Harbormaster and the Kennebunkport Board of Selectmen in compliance with 38 M.R.S.A., Section 1022, will conduct a Site Walk at property owned by the Henry Family Trust, Trustees Christa and Christian Henry, located at 22 Ebs Cove Lane, Kennebunkport, Maine, on Tuesday, April 9, 2019, at 9:00 AM.

This application is available for review at the Town Office, 6 Elm Street, Kennebunkport.



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ROAD MAINTENANCE AGREEMENT

THIS ROAD MAINTENANCE AGREEMENT (this "Agreement") is entered into as of the ____ day of _____, 2019, by and between WALLACE WOODS HOMEOWNERS ASSOCIATION, a Maine nonprofit corporation, with a mailing address of 124 Fletcher Street, Kennebunk, Maine 04043 (the "Association"), and THE INHABITANTS OF THE TOWN OF KENNEBUNKPORT, a Maine municipality, with a mailing address of P.O. Box 566, Kennebunkport, Maine 04046 (the "Town").

RECITALS

WHEREAS, the Association is the Association of homeowners in Wallace Woods, a residential subdivision located on the easterly side of North Street in the Town of Kennebunkport, County of York, and State of Maine (the "Subdivision"), as shown on a plan entitled "Final Subdivision Plan of Wallace Woods" approved by the Town of Kennebunkport Planning Board on August 5, 2015, and recorded in the York County Registry of Deeds in Plan Book 377, Page 26 (the "Subdivision Plan"); and

WHEREAS, the Association is the owner of (a) the areas comprising Open Space 1 and Open Space 2 within the Subdivision, (b) the access road within the Subdivision commonly known as Reid Lane, and (c) certain other easements within the Subdivision appurtenant to the Open Space areas and the access road, all as more particularly described in a Deed from Porter Holdings, Inc., the developer of the Subdivision, to the Association, dated _____, 2019, and recorded in the York County Registry of Deeds in Book _____, Page _____; and

WHEREAS, the Town has agreed to assume certain limited maintenance and repair obligations with respect to Reid Lane.

NOW, THEREFORE, for good and valuable consideration, the receipt whereof is hereby acknowledged, and in consideration of the foregoing and subject to the terms and conditions hereof, the Association and the Town hereby agree as follows.

1. ACCESS EASEMENT TO THE TOWN. The Association hereby grants the Town the right and easement to enter upon Reid Lane and all Association easements appurtenant thereto with persons, equipment and machinery at any and all times as necessary to permit the Town to undertake all maintenance and repair obligations with respect to Reid Lane as set forth herein.

2. MAINTENANCE AND REPAIR OF REID LANE. The Town shall undertake the following maintenance and repair work with respect to Reid Lane:

- (a) Snowplowing, sanding and other related work customarily undertaken by the Town with respect to Town roads; and
- (b) Repair as necessary, together with periodic paving, in accordance with the Town's schedule for repairing and paving Town roads.

Provided, however, that the maintenance and repair work described above shall not extend to, and the Town shall have no obligations under this Agreement with respect to, that portion of Reid Lane extending easterly beyond the cul-de-sac and labeled "Private R.O.W., 9,145 S.F. 0.21AC." on the Subdivision Plan.

3. NO OTHER OBLIGATIONS. Except as specifically set forth in Paragraph 2 above, the Town shall have no other obligations with respect to Reid Lane including, but not limited to, any obligations with respect to the maintenance and repair of any sidewalks, landscaping, including any landscaping within the cul-de-sac, drainage ways and culverts, light poles, underground utilities, street signs, or any other facilities and improvements located over, under or within Reid Lane and any easements appurtenant thereto, which obligations shall remain the responsibility of the Association. Furthermore, the Association shall remain responsible for repairing any damage to Reid Lane and any easements appurtenant thereto resulting from the acts of the Association, its agents or employees, in connection with such maintenance and repair undertaken by the Association.

4. TERMINATION OF AGREEMENT. This Agreement may be terminated by either party upon notice to the other party as provided herein except that in the case of termination hereof by the Town, such termination shall be conditioned upon approval thereof by the voters of the Town at an Annual or Special Town meeting. In the event the Town seeks to obtain voter approval to terminate this Agreement, the Town shall provide the Association notice of the Town's intent to pursue such voter approval not less than sixty (60) days prior to the date of the Annual or Special Town meeting at which such approval shall be sought.

5. MISCELLANEOUS.

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

(b) Any notice, demand and other communications hereunder shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the second business day after mailing if mailed to the party to whom notice is to be given by first class mail, postage prepaid, registered or certified, return receipt requested, addressed to the party to whom notice is to be given at the address set forth above. Either party may change its address for purposes hereof by giving the other party notice of the new address in the manner described herein.

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

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

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

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

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

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

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

IN WITNESS WHEREOF, WALLACE WOODS HOMEOWNERS ASSOCIATION has caused this Agreement to be executed by its President, _____, hereunto duly authorized, and THE INHABITANTS OF THE TOWN OF KENNEBUNKPORT has caused this Agreement to be executed by its Board of Selectmen, hereunto duly authorized, as of the date first set forth above.

[End of page. Execution page follows.]

WITNESS:

WALLACE WOODS HOMEOWNERS
ASSOCIATION

By: _____
Its President

Print name

STATE OF MAINE
COUNTY OF YORK, ss.

_____, 2019

Personally appeared the above named _____, President of Wallace Woods Homeowners Association, and acknowledged the foregoing instrument to be his/her free act deed in his/her said capacity and the free act and deed of said Wallace Woods Homeowners Association.

Before me,

Notary Public/Maine Attorney at Law

Print name

My commission expires _____

WITNESS:

THE INHABITANTS OF THE TOWN
OF KENNEBUNKPORT

Deleted: UN

By: _____
Edward W. Hutchins, Chair of
its Board of Selectmen

By: _____
Allen A. Daggett, Vice Chair of
its Board of Selectmen

By: _____
Stuart A. Barwise, Selectman

By: _____
Patrick A. Briggs, Selectman

By: _____
Sheila Matthews Bull, Selectman

STATE OF MAINE
COUNTY OF YORK, ss.

_____, 2019

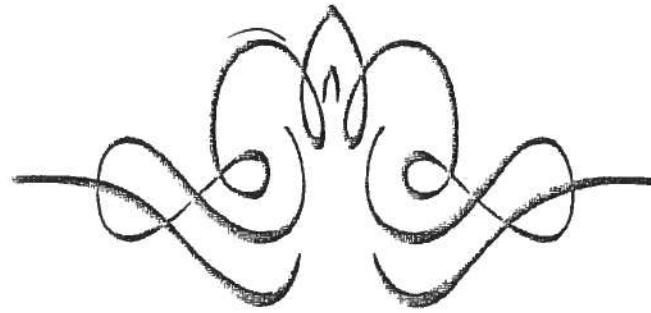
Then personally appeared the above named Edward W. Hutchins, Chair of the Board of Selectmen of the Inhabitants of the Town of Kennebunkport, and acknowledged the foregoing instrument to be his free act deed in his said capacity, the free act and deed of the Inhabitants of the Town of Kennebunkport

Before me,

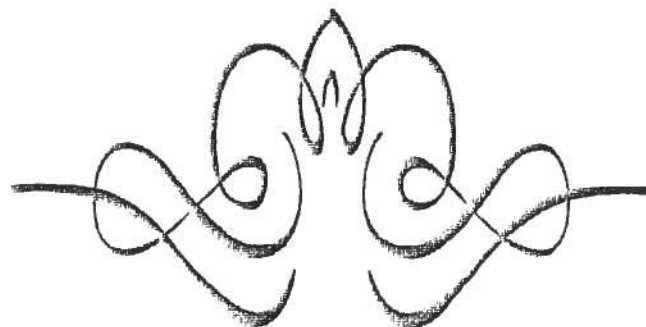
Notary Public/Maine Attorney at Law

Print name

My commission expires _____



Agenda Item Divider





TOWN OF KENNEBUNKPORT, MAINE

~ INCORPORATED 1653 ~

Memo

To: Laurie Smith, Town Manager, Board of Selectmen
From: Werner Gilliam CFM Director of Planning and Development
RE: Proposed Updates to Permit Fee Schedule
Dt: April 1, 2019

Please see attached for your consideration proposed updates to the Building Permit Fee Schedule. It is presented in a strikeout /underline format so that you may compare our current schedule with the proposed changes. These changes are the result of discussions with staff on activities that needed clarification, research into surrounding communities fees, and recent budget discussions with the Board of Selectmen and the Budget Board. Notable changes include:

- Clarification on fees for Shoreland Zone landscaping projects. These types of projects oftentimes require just as much staff time and review as a construction project, and yet oftentimes are assigned the minimum fee of \$40
- Standby Generators are fairly simple to review and issue, yet project costs can vary significantly. A standard \$40 fee is representative of time spent.
- Docks and Piers have typically been done based on square footage. This change makes it consistent with all other construction permits.
- Residential New construction/renovation is modified based on budget board/selectmen discussions. Using construction costs allows fees to follow market demands.
- Commercial new construction/renovation fees have been changed to follow the same methodology as used for residential.

TOWN OF KENNEBUNKPORT BUILDING PERMIT FEE SCHEDULE

Effective 1/1/2019 5/1/19

No building or use permit shall be issued by the Code Enforcement Officer without payment of the required fee according to the following schedule:

- Growth Permits are **\$250.00** per dwelling unit
- Plumbing permit fee: **\$15** per fixture
- Minimum Building Permit/Land Use Fee: **\$40**
- Shoreland Zone Landscaping/Hardscape: **\$ 10.00 per \$1,000** of estimated project cost
- Standby Generators: **\$40**
- Docks/Piers: **\$10 per \$1,000** of estimated project cost
- Residential new construction/renovation **\$10.00 per \$1,000** of estimated project cost
- ~~Residential decks/outbuildings (sheds, detached garages, etc.) under 400 square feet: **\$0.20** per square foot~~
- ~~Residential new construction: **\$0.80** per square foot~~
- ~~Residential renovation: **1%** of estimated project cost~~
- ~~Commercial new construction: **\$1.50** per square foot~~
- ~~Commercial renovation: **1.5%** estimated project cost~~
- Commercial new construction/renovation: **\$15.00** per \$1,000 of estimated project cost
- Wireless Telecommunications co-locations and small cell facilities: **\$250.00**
- Demolition or relocation of a building or interior demolition in preparation of remodeling or restoration: **\$100**
- Sign Permit **\$50** / Shop Opening **\$50**
- Flood Plain **\$100 non-refundable** application fee
- Condominium Conversion: **\$250** per condominium unit, plus all applicable legal and professional services fees.
- Blasting fee: **\$100**

Fee amounts will be rounded to the nearest dollar.

When work has begun prior to the issuance of a permit, the fees shall be DOUBLED.

Upon completion of a new building or major remodeling, a Certificate of Occupancy is required. There will be no charge for the first inspection. If a re-inspection is required due to failure to pass a previous inspection a re-inspection fee of \$25.00 shall be required.

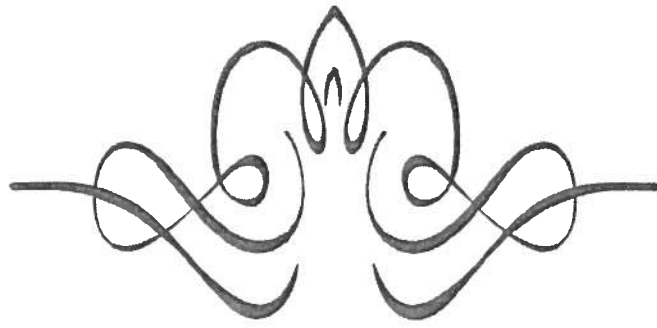
2019 Residential Building Permit Fee Comparison

	2500 sq ft home @180 per sq ft. Construction cost \$450,000	2500 Sq ft home @\$350 per sq ft Construction Cost \$875,000
Kennebunkport		
Current .80 per sq ft	\$2,000.00	\$2,000.00
Proposal #1 \$10 per thousand of declared project cost	\$4,500.00	\$8,750.00
Proposal #2 \$7.50 per thousand under 500,000 in declared project cost, \$10.00 per thousand for projects that exceed \$500,000 in declared project cost	\$3,375.00	\$7,500.00

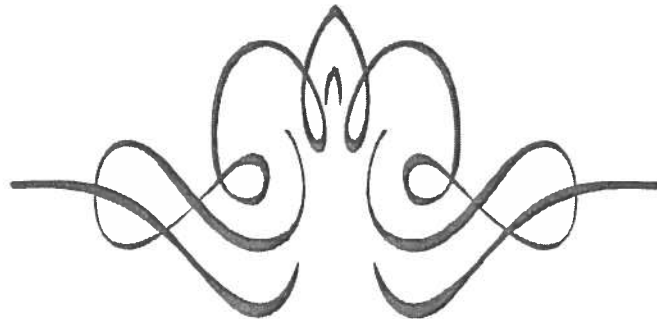
	2500 sq ft home @180 per sq ft. Construction cost \$450,000	2500 Sq ft home @\$350 per sq ft Construction Cost \$875,000
2019 Residential Building Permit fee Comparison		
Wells	\$410.00	\$410.00
Arundel	\$1,000.00	\$1,000.00
Kennebunk	\$1,250.00	\$1,250.00
Kennebunkport Current	\$2,000.00	\$2,000.00
Kennebunkport Proposal #2	\$3,375.00	\$7,500.00
York	\$3,600.00	\$7,000.00
Kennebunkport Proposal #1	\$4,500.00	\$8,750.00
Old Orchard Beach	\$4,500.00	\$8,750.00
Cape Elizabeth	\$4,500.00	\$8,750.00
Saco	\$4,950.00	\$9,625.00
Gorham	\$5,400.00	\$10,500.00
Ogunquit	\$6,300.00	\$12,250.00
Biddeford	\$6,457.50	\$12,556.25
South Portland	\$6,750.00	\$13,125.00
Portland	\$6,750.00	\$13,125.00

Does not include any additional Impact Fees

Current Kennebunkport License Fees							
Type of License	Current Fee	# Issued in 2018/2019	Last Increased	Collected 2018	Neighboring Town/City	Possible Increases for FY 20	Additional Income
Liquor License	\$100.00	27	2007	\$2,700.00	\$150 - \$200	\$150.00	\$1,350.00
Victualers License	\$50.00	61	2007	\$3,050.00	\$100 - \$150	\$100.00	\$3,050.00
Special Amusement Permit	\$50.00	17	2007	\$850.00	\$75 - \$200	\$100.00	\$850.00
Trolley Permit	\$25.00	2	Never	\$50.00	\$75 - \$119	\$50.00	\$50.00
Horse Drawn Carriage Permit	\$25.00	2	Never	\$50.00	\$35 - \$70	\$50.00	\$50.00
			Total	\$8,195.00		Total	\$5,350.00



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THE ANIMAL WELFARE SOCIETY, INC.

HOLLAND ROAD • POST OFFICE BOX 43 • WEST KENNEBUNK, MAINE 04094-0043 • 207/985-3244

ANIMAL SHELTER AGREEMENT, KENNEBUNKPORT

This agreement (the "Agreement") is by and between the Animal Welfare Society, Inc., a non-profit corporation organized and existing under the laws of the State of Maine (herein-after "AWS"), Old Holland Road, West Kennebunk, Maine and the Town of Kennebunkport, Maine (hereafter "Municipality") (collectively, "Parties"). The terms of this Agreement shall take effect on July 1, 2019 and shall remain in effect through June 30, 2020.

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

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

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

NOW THEREFORE, the Parties hereby agree as follows:

1. AWS will confine such Animals as may be delivered to it by an authorized agent of the Municipality for the legal impoundment period. At the end of this period, AWS will make such a disposition as it seems fit in accordance with 7 M.R.S. §§3912, 3913, *et. seq.* AWS may refuse delivery of any living, sentient creature that, in the sole and exclusive judgment of AWS, is not an Animal.

2. Delivery of said Animals shall be accepted from the Municipality's Animal Control Officer/Police from 7:30 a.m. to 4:30 p.m., Sunday through Saturday ("Regular Business Hours"). Police and/or Animal Control Officer will be issued a key to an after hours holding room at the Shelter. Persons may deliver Animals found within the boundaries of the Municipality to the Shelter during Regular Business Hours. Animals delivered to AWS by Municipality's Animal Control Officer or Police after hours shall be placed by the person delivering the Animal in pens, kennels, or crates made available in the holding room by AWS for that purpose, to the extent such materials are available to AWS. It is the responsibility of the Police and/or Animal Control Officer delivering an Animal after

hours to provide bedding, food, and water for said Animal as supplied by AWS, to the extent such materials are available to AWS. Where delivery of one or more Animals by the Municipality's Animal Control Officer or Police renders the Shelter unable to humanely confine such Animals in the holding room, the delivering Animal Control Officer or Police shall communicate with designated AWS personnel prior to delivery to verify AWS's ability to confine such Animals. AWS alone retains sole discretion to refuse delivery of one or more Animals where such delivery renders AWS unable to provide appropriate housing and/or disposition of delivered Animals.

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

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

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

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

7. AWS may provide rabies quarantine on a space-available basis for a period of at least ten (10) days to stray dogs and cats found within the Municipality, which have bitten residents of the Municipality ("Rabies Quarantine"). Provision for rabies testing, and the

costs therein, are the sole responsibility of the Municipality and/or its residents. AWS is not obligated to quarantine privately-owned Animals.

8. AWS shall provide to Municipality a detailed, quarterly record of the number of stray or lost Animals seized within the territorial limits of Municipality and received by AWS.

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

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

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

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

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

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

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

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

- a. Disposal Services: AWS will accept for disposal stray or lost cats or dogs, dead on arrival, from Animal Control Officers, or duly authorized Police.
- b. Telephone Services: To avoid confusion, AWS will take all telephone inquiries regarding reclaiming an Animal and adopting an Animal. Under special circumstances involving suspected abuse or neglect, the Animal Control/Police Officer(s) may request that they be contacted prior to an Animal being reclaimed by its owner.
- c. Lost and Found Pet Services: AWS staff will take lost and found reports to facilitate the return of pets to their owners.
- d. Education Services: AWS staff and volunteers will be available for conducting education programs upon request to any interested community group or organization, including schools, grades Kindergarten through 12.

17. For services provided by AWS to Municipality under this Agreement or under applicable law, the Municipality agrees to pay AWS the total sum of \$4,828.86, which is based on \$1.39 per capita/per year, of the Municipality's population as of 2010 Census (3,474), payable in advance quarterly payments.

Fee Calculation: 3,474 population x \$1.39 per capita = \$4,828.86

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

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

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

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

22. The fees noted in Paragraph 17, above, shall cover all boarding for Animals delivered to AWS and held other than those pending court proceedings. In the case of

seizures due to cruelty and/or neglect, costs and fees for animal care are the Municipality's responsibility. AWS fee schedules are available upon request.

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

TOWN OF KENNEBUNKPORT, MAINE

By: _____ Witness: _____

Printed Name: _____ Printed Name: _____

Its: _____

THE ANIMAL WELFARE SOCIETY, INC.

By: Abigail Seelt _____ Witness: Terry Hutchins _____

Printed name: Abigail Smith _____

Printed Name: Terry Hutchins

Its: Executive Director _____

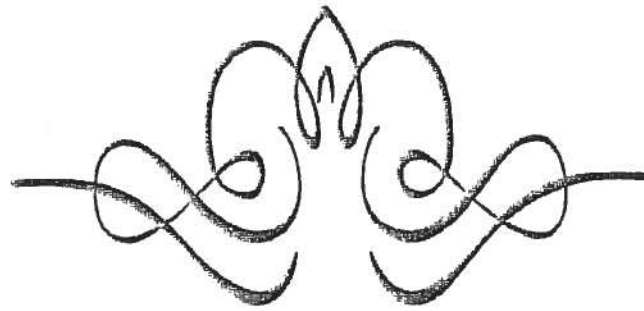
KENNEBUNKPORT

Quarterly Payment Schedule:

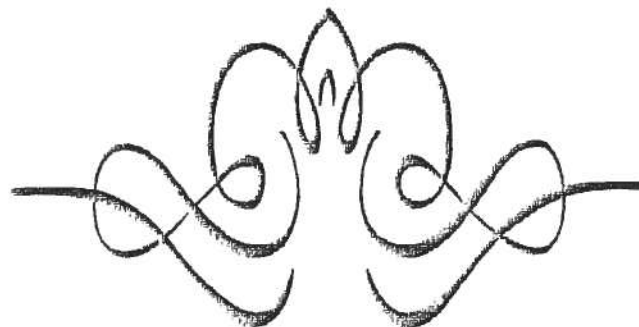
1st Payment due date:	July 1, 2019	Amount:	\$1,207.22
2nd Payment due date:	October 1, 2019	Amount:	\$1,207.22
3rd Payment due date:	January 1, 2020	Amount:	\$1,207.22
4th Payment due date:	April 1, 2020	Amount:	\$1,207.22
Total			\$ 4,828.88

Date Contract Mailed to Municipality:_____

Date Contract Received back by AWS:_____



Agenda Item Divider



14

Memorandum

To: Board of Selectmen
Laurie Smith, Town Manager
From: John Everett, Fire Chief
RE: Brush Truck Purchase
Date: 8/27/18

Last year, we tried to purchase this vehicle and were not able due to the unavailability of the vehicle at other dealerships in New England and New York State. At the same time, we learned that the manufacturers were not accepting any new orders for this type of vehicle.

The truck was rebid with a return date of April 2, 2019 at 2PM. We sent the bid package to 12 dealerships. We received 2 back. Both bids meet or exceed our specifications.

- Rowe Ford in Westbrook bid \$31,426.22
- Casco Bay Ford in Yarmouth bid \$38,600.00

The vehicle is a standard bed, standard cab 4-wheel drive 1 ton pick up truck. This truck with a new skid tank (separate bid not out yet) will replace the 1974 GMC truck at Cape Station. This truck with the skid tank is used for brush fires and to tow a rescue boat.

My recommendation is to purchase to purchase the truck from Rowe Ford in Westbrook.

BID PROPOSAL FORM

SECTION 2

KPFD One-Ton Truck Contract No. KPFD 2019-01

SUBMIT TO: Town Manager's Office
Town of Kennebunkport
6 Elm Street / P.O. Box 566
Kennebunkport, Maine 04046

BID DATE: April 2, 2019 at 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. Bid Prices (1-3) should reflect the price of one truck.

Model Bid 2019 FORD F-350 SRW XL 4x4

1. Base Bid for Chassis Cab \$ 31,426.22

(In Numbers)

Expected Delivery Time after Receipt of Purchase Order 14 WEEKS

NAME OF FIRM:

ROWE FORD (WESTBROOK)

ADDRESS:

91 MAIN STREET

WESTBROOK ME. 04092

AUTHORIZED SIGNATURE:

Kyle R Smith

PRINT NAME AND TITLE:

KYLE R SMITH (COMMERCIAL ACCOUNT MANAGER)

TELEPHONE:

(207) 856-7520

DATE:

4/2/2019

Required Attachments: 1. Detailed one-ton
Truck Manufacturer Specifications with Town Selected Options

DETAILED SPECIFICATIONS

SECTION 3

-1 - 2018-2019 One-Ton Truck with standard 96" pick-up body 2-door cab

The Town of Kennebunkport Fire Department is requesting bid quotes on 1 – 2018-2019 One-Ton chassis cab pick-up trucks with standard 96” pick-up body. This specification is based on a single rear 4x4 gasoline automatic chassis cab. All makes or models which meet or exceed the specifications as detailed will be given the same and equal consideration. Bidders must supply manufacturers specifications for the completed unit including options that will meet or exceed the units noted for bid quotes. Each bidder shall complete the following section supplying the information requested for the equipment bid. Failure to complete this section may be considered grounds for rejecting the bid.

KPFD One-Ton Truck:
Make: FORD F-350 SRW 4x4
Model: F350 XL
Year: 2019

Option Equipment List Attached Yes: ✓

<i>Specification Description</i>	<i>Minimum Required</i>	<i>Bidder</i>	<i>to</i>
<i>Supply</i>			

3.01 2018-2019 Single Rear Wheel 1 Ton Chassis Cab Pick-up Truck

- a. Gasoline Engine (Minimum 6.0L V8) *YES*
- b. Automatic Transmission 6 Speed Heavy Duty *YES*
- c. Power Steering *YES*
- d. Single Rear Wheel *YES*
- e. 4 Wheel Drive *YES*
- f. Heavy Duty Brakes *YES*
- g. 130 AMP Alternator *YES*
- h. Dual Batteries *YES*
- * i. LT265/70R18 On/Off Road Tires with full spare *LT275/65R18 AIS*
- j. Exterior Color – Red *YES*
- k. Interior Color – Dark Gray *YES*

- l. Air Conditioning *YES*
- m. Power Windows *YES*
- n. Power Heated Outside Mirrors *YES*
- o. Towing Package with Reese Hitch and Trailer Brake Controls *YES*
- ~~p.~~ Water-based Undercoating *WE OFFER A WAX BASED UNDERCOATING*
- q. Spray - in Bed Liner *YES*
- r. Back Up Alarm *YES*
- s. 96" pick-up bed *YES*
- t. 2 Door Cab Preferred Other cab configurations may be bid for consideration *YES*
- u. Three Sets of Keys *YES*

END OF SECTION

ADD Rust Proof \$ 899.00 NOT IN BID

BID PROPOSAL FORM

SECTION 2

KPFD One-Ton Truck Contract No. KPFD 2019-01

SUBMIT TO: Town Manager's Office
Town of Kennebunkport
6 Elm Street / P.O. Box 566
Kennebunkport, Maine 04046

BID DATE: April 2, 2019 at 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. Bid Prices (1-3) should reflect the price of one truck.

Model Bid 2019 Ford F350 Regular Cab PLU 4WD

1. Base Bid for Chassis Cab \$ \$ 38,600.00
(In Numbers)

Expected Delivery Time after Receipt of Purchase Order Truck would be
ordered - 8 to 12 weeks to Delivery

NAME OF FIRM:

Casco Bay Ford

ADDRESS:

1213 Rt 1

Yarmouth, Me 04096

AUTHORIZED SIGNATURE:

[Signature]

PRINT NAME AND TITLE:

Joe Cook, Sales

TELEPHONE:

207-846-5577

DATE:

03/26/19

Required Attachments: 1. Detailed one-ton
Truck Manufacturer Specifications with Town Selected Options

DETAILED SPECIFICATIONS

SECTION 3

1 – 2018-2019 One-Ton Truck with standard 96" pick-up body 2-door cab

The Town of Kennebunkport Fire Department is requesting bid quotes on 1 – 2018-2019 One-Ton chassis cab pick-up trucks with standard 96" pick-up body. This specification is based on a single rear 4x4 gasoline automatic chassis cab. All makes or models which meet or exceed the specifications as detailed will be given the same and equal consideration. Bidders must supply manufacturers specifications for the completed unit including options that will meet or exceed the units noted for bid quotes. Each bidder shall complete the following section supplying the information requested for the equipment bid. Failure to complete this section may be considered grounds for rejecting the bid.

KPFD One-Ton Truck: Make: Ford
Year 2019 Model: F350

Option Equipment List Attached Yes: ✓

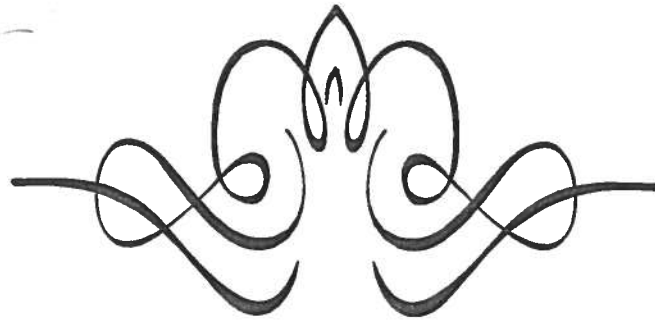
<i>Specification Description</i>	<i>Minimum Required</i>	<i>Bidder</i>	<i>to</i>
----------------------------------	-------------------------	---------------	-----------

3.01 2018-2019 Single Rear Wheel 1 Ton Chassis Cab Pick-up Truck

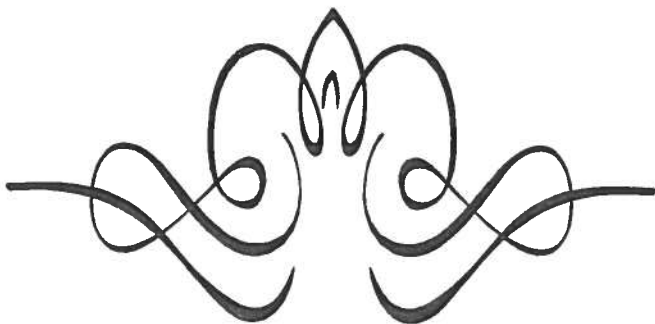
- ☒ a. Gasoline Engine (Minimum 6.0L V8) 6.2 L
- ☒ b. Automatic Transmission 6 Speed Heavy Duty
- ☒ c. Power Steering
- ☒ d. Single Rear Wheel
- ☒ e. 4 Wheel Drive
- ☒ f. Heavy Duty Brakes
- ☒ g. 130 AMP Alternator 240 AMP
- ☒ h. Dual Batteries
- ☒ i. LT265/70R18 On/Off Road Tires with full spare
- ☒ j. Exterior Color – Red
- ☒ k. Interior Color – Dark Gray
- ☒ l. Air Conditioning

- ✓ m. Power Windows
- ✓ n. Power Heated Outside Mirrors
- ✓ o. Towing Package with Reese Hitch and Trailer Brake Controls
- p. Water-based Undercoating
- ✓ q. Spray – in Bed Liner
- ✓ r. Back Up Alarm
- ✓ s. 96” pick-up bed
- ✓ t. 2 Door Cab Preferred Other cab configurations may be bid for consideration
- ✓ u. Three Sets of Keys

END OF SECTION



Agenda Item Divider



15

Kennebunkport Public Health

March 21, 2019

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

Please accept this generous gift of \$100.00 in memory of Ellen Dube to the Nurses fees account

Thank you!

Alison Kenneway RN, BSN

Kennebunkport Public Health

LUCILLE D. SEAVEY
ROGER A. SEAVEY
RT. 9, P.O. BOX 7144
CAPE PORPOISE, ME 04014-7144

8316
52-7439/2112

3-6-19

Date

CHECK ARMOR
TRADE PROTECTION

Pay to the
Order of

K'port Public Health Nursing Services \$ 100.00
One Hundred & ^{no}/₁₀₀ ————— Dollars

Photo
Safe
Deposit®
Details on back



Biddeford Savings
memory donation

For

Ellen Duhe'

Lucille D Seavey

MP

Kennebunkport Public Health

April 3, 2019

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

Please accept this generous gift of \$220.00 from Kennebunk Portside Rotary to the general needs account # 1-320-06.

Thank you!

Alison Kenneway RN, BSN

Kennebunkport Public Health

KENNEBUNK PORTSIDE ROTARY CLUB
PO BOX 1167
KENNEBUNKPORT, ME 04046

52-7450/2112

2850

DATE 4-2-19 PM

SECURE feature copiers
SPECIALTY BLUE INK SECURITY



PAY TO Kennebunkport Public Health \$ 220.00
THE ORDER OF

Two Hundred Twenty and 00/100 DOLLARS

Heat
Reactive
Ink

Kennebunk Savings

MEMO Bottle \$

[Signature]

MP

2850

SQUARE AND HEAT-REACTIVE INK. DETAILS ON BACK.

Kennebunkport Public Health

March 26, 2019

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

Please accept this donation of \$150.00 from United Way. This gift is dedicated towards the emergency fuel fund.

Thank you!

Alison Kenneway RN, BSN

March 19, 2019

Dear Ms. Alison Kenneway,

On January 17th, many foundations, businesses and individual donors once again contributed generously to a statewide Keep Maine Warm Fund via the Project HEAT Telethon. As in past years, United Way of York County will receive a portion of this statewide funding for distribution across York County. Knowing that many people need heating and fuel assistance now, we are pleased to send this check to you in order to ensure that vulnerable residents in your community are staying warm and safe this winter.

Enclosed please find a check in the amount of \$ 150.00 We ask that most or all of these funds be used to support non-LIHEAP (Low Income Home Energy Assistance Program) eligible residents who have significant needs, but may not have qualified for this type of support.

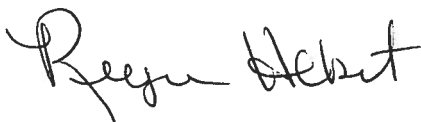
Per the Letter of Intent United Way of York County signs each year, these funds may be used to *"provide emergency heating assistance, including fuel and/or emergency furnace repairs, to households in need of such assistance. Any other use of funds is prohibited..."*

In the event that you are unable to distribute all of the enclosed funds for heating assistance and/or furnace repairs to those not already receiving other assistance this season, we encourage you to roll them over into next year's heating assistance efforts. As long as you are able to do so, you do not need to return unused funds to us.

If you have any questions, please do not hesitate to contact me at rhebert@buildcommunity.org or 985-3359.

Thank you for providing assistance to our friends and neighbors when they need it most.

Sincerely,



Reegan Hebert
Community Impact Investment Manager

Kennebunkport Public Health

April 1, 2019

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

Please accept this generous donation of \$50.00 from the Madonna chapter. This gift is dedicated towards the emergency food fund. This fund will provide emergency food to a family in need upon request. This fund will work alongside Community Outreach Services who provides food to our residents upon request along with the weekly food pantry at St Martha's church in Kennebunk.

Thank you!

Alison Kenneway RN, BSN

MADONNA CHAPTER 144, O. E. S.

826

51-7218/2211
B0403

January 15, 2019
Date

Pay to the
Order of Kennebunkport Food Pantry \$ 50.00
Fifty and 00/100 Dollars



Photo
Safe
Deposit
Deposit on back

**People's United
Bank**

peoples.com

For Donation

Shanda L. Leiden

0826

Kennebunkport Public Health

April 2, 2019

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

Please accept this generous gift of \$380.00 from Kennebunk High School Wellness Committee. It was designated for food assistance and fuel assistance. We would like to divide it \$190.00 donating into the food account (1-320-09 food) and \$190.00 donating into the fuel account (1-320-08 fuel) as stated on there paperwork.

Thank you!

Alison Kenneway RN, BSN

Kennebunkport Public Health

Let's do this.

\$190 HEAT ASSISTANCE

\$190 FOOD PANTRY

\$380

To: Town of Kennebunkport
Allison Kenneway

ComfortInn.com

Rested. Set. Go.



023310

VENDOR		TOWN OF KENNEBUNKPORT - 2830		03/29/2019	000023310
Invoice #	Invoice Date	Reference	Activity	Payment Amt	
		TOWN K'PORT -	WELLNESS COMMITTEE	\$380.00	

KENNEBUNK HIGH SCHOOL

NOT ACCEPT UNLESS THIS CHECK IS PRINTED WITH A COLOR BACKGROUND, CONTAINS A VOID PANTOGRAPH, MICROPRINTING FACE AND BACK, UV FIBERS AND A WATERMARK ON THE REVERSE SIDE

KENNEBUNK HIGH SCHOOL
ACTIVITY ACCOUNT
 177 ALEWIVE ROAD
 KENNEBUNK, ME 04043

People's United Bank
 KENNEBUNK, ME 04043
 51-7218/2211

CHECK NO.

023310

CHECK DATE
 03/29/2019

CHECK #
 000023310

AMOUNT
 \$380.00

PAY

Three hundred eighty and xx / 100

TWO SIGNATURES REQUIRED

TO THE
 ORDER
 OF

TOWN OF KENNEBUNKPORT
 6 ELM ST, ATT: A. KENNEWAY
 PO BOX 566
 KENNEBUNKPORT ME 04046

Lorraine Orlando
Shirley J. Allen

Security features. Details on back.

MP