

TOWN OF KENNEBUNKPORT, MAINE

- INCORPORATED 1653 -

MAINE'S FINEST RESORT

Board of Selectmen/Assessors Agenda Village Fire Station – 32 North Street March 10, 2016 – 6:00 PM

1. Call to Order.
2. Joint meeting with Budget Board for fiscal year 2017 municipal budget presentation and discussion of department capital requests.
3. Approve the January 7, and February 25, and March 3, 2016, selectmen meeting minutes.
4. Authorize Notice of Rescission of Land Purchase Installment Contract with Christopher McGuire for property described as map 13, block 13, lot 7.
5. Authorize Notice of Termination of Land Purchase Installment Contract with Christopher McGuire for property described as map 13, block 13, lot 7.
6. 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.).
7. Consider a renewal liquor license application submitted by Richard and Keith Nunan, DBA Nunan's Lobster Hut, Inc., 9 Mills Road.
8. Consider a renewal liquor license application submitted by Pamela Padget, Michael Condon, and Marie Condon, DBA Alisson's Restaurant, 11 Dock Square.
9. Consider a special amusement permit application submitted by Pamela Padget, DBA Alisson's Restaurant, 11 Dock Square.
10. Consider a renewal application for a liquor license submitted by the Boughton Hotel Corp., DBA The Colony Hotel, 140 Ocean Avenue.
11. Consider a renewal application for a special amusement permit submitted by Boughton Hotel Corp, DBA The Colony Hotel, 140 Ocean Avenue.
12. Consider a renewal liquor license application for Coastal Breezes, L.L.C. DBA Kennebunkport Inn, 1 Dock Square.

13. Consider a special amusement permit renewal application for Coastal Breezes, L.L.C., DBA Kennebunkport Inn, 1 Dock Square.
14. Approve a Quit Claim deed for property located on 7 Kayzee Lane (map 13, block 6, lot 33A).
15. Meet as assessors to consider the following abatement request:

Property Owner	Location	Map	Blk	Lot(s)	Tax Abatement 2016
Dee Anne Marie	106 Main St.	22	9	17	\$280.28

16. Authorize the Town Manager to sign the Animal Shelter Agreement.
17. Accept donation of \$1,000 to the Kennebunkport nurses fees and donation account from the family of Doris Bott.
18. Other business.
19. Approve the March 10, 2016, Treasurer's Warrant.
20. Adjournment.

**Town of Kennebunkport
Joint Meeting with:
Arundel Board of Selectmen
Kennebunk Board of Selectmen
Kennebunkport Board of Selectmen
RSU 21 School Board of Directors
Common Board Meeting
January 7, 2016
6:00-7:30 PM
Middle School of the Kennebunks**

Minutes of the joint Selectmen Meeting of January 7, 2016

Kennebunkport Selectmen present: Patrick A. Briggs, Edward W. Hutchins, Sheila Matthews-Bull

Kennebunkport Selectmen absent: Allen A. Daggett and Stuart E. Barwise

Others present: Katie Hawes, Laurie Smith, Barry Tibbetts, Keith Trefethen, and others

1. Welcome and Overview of the Meeting Outcomes:

- Share information about major budget drivers for FY 17
- Follow up on items prioritized during the September Dine and Discuss
- Discuss areas of focus moving forward

Chair Matthews-Bull opened the meeting at 6:00 PM.

See Exhibit A for more information on items 1, 2, 3 and 4.

2. FY17 Budget Overview:

- RSU 21, Katie Hawes, Superintendent of Schools
- Arundel, Keith Trefethen, Town Manager
- Kennebunk, Barry Tibbetts, Town Manager
- Kennebunkport, Laurie Smith, Town Manager

3. Follow up on September Dine and Discuss

- Items prioritized
- Work completed to date
- Areas of focus moving forward

4. Feedback/Questions

Motion by Selectmen Briggs, seconded by Selectmen Hutchins, to adjourn. **Vote:** 3-0.

The meeting adjourned at 7:48 PM.

Submitted by

Laurie A. Smith
Town Manager

Exhibit A – January 7, 2016

**Arundel, Kennebunk, Kennebunkport Selectmen and
RSU 21 School Board Directors
Dine and Discuss
January 7, 2016
6:00-7:30 PM
Middle School of the Kennebunks**

- Working Dinner
- Welcome and Overview of the Meeting Outcomes:
 - Katie Hawes, Superintendent of School shared information about major budget drivers for FY 17 – A PowerPoint was shared with all. The drivers include debt service, personnel contracts, and incoming students with special needs. Reductions include contract with TAMS, and heating oil and other debt service. Possible reductions include Sea Road School – there will be an upcoming School Board discussion on January 25, 2016 and a full report by May/June 2016. Revenue includes Maine PERS Refund for Kennebunk and Kennebunkport. State subsidy and Federal Grants are unknown at this time. A full analysis of RSU 21 Programs was shared and the RSU 21 Budget Development Timeline. The timeline includes July-January – Comprehensive Program Review; November – January – Administrative Team Development and Review; January 4th – School Board Action on Finance Committee Recommendation of Budget Targets – 0%, 3%, Superintendent's Recommendation; February-March – Finance Committee Review and Revision; March-May – Board of Directors Review and Revision; May 17th – District Budget Meeting and June 14th – Budget Validation Referendum.
 - Arundel, Keith Trefethen, Town Manger shared Arundel's Budget Drivers. Municipal operating budget flat funded being proposed for 16/17, and capital expenditure for new town office.
 - Kennebunk, Barry Tibbetts, Town Manager shared Kennebunk's Budget Drives. Contractual obligations, manpower (fire, police, public works, technicians), infrastructure (road paving, sidewalks, buildings (public works facil-

ity/transfer station) and Pay as You Throw (PAYT). Increases include education debt service, increase in wages and benefits due to contractual agreements, increase in operation debt service, potential additional manpower, increase to utility costs, upgrades to technology infrastructure and security, potential loss in homestead exemption, and PAYT program status is being reviewed/determined. Draft capital includes: paving, road maintenance, vehicles and equipment in all divisions, building maintenance and renovation projects, transfer station improvements, drainage, sidewalks, bridges, and infrastructure in TIF districts. FY 17 Budget Schedule for Kennebunk – December 2015-January 2016 – Budget preparation; Feb 2,4,6,11,13 – Budget meetings/discussions; March – Budget Public Hearing, April 26, 2016 – Last day for 2nd reading of ordered referendum, and June 14th Town Vote.

- o FY 17 Utilities (Kennebunk) – Kennebunk Light and Power District, Kennebunk Sewer District, and Kennebunk, Kennebunkport and Wells Water District.

Kennebunk Sewer District Capital Improvement Plan – Collection system rehabilitation, Doane's Beach and grove, and pump station rehabilitation. Wastewater Treatment Facility – Upgrades to the plant to provide biological treatment capacity to meet regulatory requirement and town growth.

Kennebunk, Kennebunkport and Wells Water District recent cost drivers include – Increase in debt service (2013 through 2015), continual increases in energy, chemicals and supplies, major tank painting project in 2015. Cost savings and revenue enhancement initiatives include – reduction in workers compensation insurance cost, improved vehicle fleet efficiency, and designed and installed most capital improvement with in-house staff. Ongoing initiatives – Continue with lower cost employee health insurance plan, reduction of subcontractor services, collaborative chemical purchases with SMRWC, farming out of GIS and facilities maintenance services, selective harvesting of forest land, and maintain water tank site cell phone lease contracts.

- o Kennebunkport, Laurie Smith, Town Manager – FY17 Major Budget Drives. Expenses include – increase in education debt service, increase in wages and benefits due to contractual agreements, increase in operation debt service for wastewater and public safety, addition hours for code and planning personnel, increase in utility costs for public safety addition, and upgrade to technology infrastructure and security. Capital – draft capital list, historical commitment, experiencing increased in equipment purchases prices, infrastructure needs and costs are growing in roads and sidewalks, infrastructure needs in wastewater treatment will likely be supported by tax dollars, and building and maintenance and renovation projects are increasing with aging facilities. Budget Revenues – no increase in state revenues, potential increase in building permit revenue, increased excise tax revenues, and loss in valuation for homestead exemption increase. Budget Schedule – November –December – department review of current and proposed budgets; December 10- Board of Selectmen will submit priorities and special requests; January 8 – All department budget requests are submitted to Finance; January 29 – Budget board social service agency recommendations are given to town manager; February 26 – town manager submits capital and operating budget to the Board of Selectmen and Budget Board; March 3-April 14 – Budget Board and Selectmen

Selectmen's Meeting

- 4 -

January 7, 2016

review operational and budgets; Board of Selectmen meeting to sign the warrant; June 14 – annual town meeting – elections, and June 18 – annual town meeting – Consolidated School.

- Follow up on September Dine and Discuss
 - Kids go to closest school – shared enrollment projections, discussed existing kids who attend our other schools, and Master Facilities Committee. The next area of focus is Arundel middle schoolers to MSK.
 - Shared public safety – Kennebunk and Kennebunkport evaluated cost of patrolling Arundel and Kennebunk and Arundel reviewed previous study. The next area of focus is a collaborative recreation program/early and often connections for kids across towns.
 - Shared purchasing and grounds service – fuel costs, paper would also increase cost to leave collaborative, cleaning and mowing would add a person to either Kennebunk or RSU, possible Kennebunkport and RSU, and Kennebunk joined RSU Insurance Meetings. The next area of focus is to look for efficiencies and opportunities to maximize recreation departments.
 - Communication follow-up – monthly meetings and 2nd Dine and Discuss.

**Town of Kennebunkport
Board of Selectmen Meeting
Village Fire Station-32 North Street
February 25, 2016 – 6:00 PM**

Minutes of the Selectmen Meeting of February 25, 2016

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

Selectmen absent: Patrick A. Briggs,

Others present: Michael Claus, Robert Danzilo, Michael Davis, Susan Graham, David James, Arlene McMurray, Nina Pearlmutter, Rick Roberts, Laurie Smith, and others

1. Call to Order.

Chair Matthews-Bull called the meeting to order at 6:01 PM.

2. Approve the February 11, 2016, selectmen meeting minutes.

Motion by Selectman Daggett, seconded by Selectman Barwise, to approve the February 11, 2016, selectmen meeting minutes. **Vote:** 3-0-1/Selectman Hutchins abstained because he was not present at that 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. Consider a renewal liquor license application submitted by Robert and Stephanie Fischer, d.b.a. Mabels Lobster Claw Restaurant, 124 Ocean Avenue.

Motion by Selectman Hutchins, seconded by Selectman Barwise, to approve the renewal liquor license application submitted by Robert and Stephanie Fischer, d.b.a. Mabels Lobster Claw Restaurant, 124 Ocean Avenue. **Vote:** 4-0

5. Consider Land Purchase Installment Agreement with Frederick King, Jr.

Town Manager Laurie Smith explained that Mr. King owns property at 222 Kings Highway and is behind on his taxes but is willing to pay all the taxes owed and keep current.

Motion by Selectman Hutchins, seconded by Selectman Barwise, to approve the Land Purchase Installment Agreement with Frederick King, Jr. **Vote:** 4-0.

6. Update on parking and right of way issues on West Street and Oak Street.

Highway Superintendent Michael Claus reviewed the parking and right of way issues and provided options. (See Exhibit A).

Discussion followed that:

- The road is scheduled to be paved in 2019. Follow the schedule.
- Remove the sidewalk on Oak Street.
- Safety is still an issue. Eliminate parking at the intersection of North St. and West St.
- Reduce congestion at corners.
- Doing nothing is best. If the road is widened, cars will increase speed.
- Eliminate parking for one year and see how it goes.

The Board will continue this discussion after it does a site walk in those areas.

Motion by Selectman Hutchins, seconded by Selectman Daggett, to approve removal of the sidewalk on Oak Street and restoring it with grass. **Vote:** 4-0.

7. Approve restrictions on vehicle weight limits on certain roads in accordance with 29-A M.R.S.A. Section 2395 and the Kennebunkport Traffic and Parking Control Ordinance.

Motion by Selectman Hutchins, seconded by Selectman Daggett, to approve restrictions on vehicle weight limits on certain roads in accordance with 29-A M.R.S.A. Section 2395 and the Kennebunkport Traffic and Parking Control Ordinance. **Vote:** 4-0.

8. Consider an exception to the vehicle weight limit restrictions for Ocean Avenue from Dock Square to the Colony Hotel for one day in March 2016.

The Colony Hotel would like to lay concrete in March to finish up their construction project.

Motion by Selectman Hutchins, seconded by Selectman Daggett, to approve the exception to the vehicle weight limit restrictions for Ocean Avenue from Dock Square to the Colony Hotel for one day in March 2016. **Vote:** 4-0.

9. Other business.**a. Planning Board vacancies.**

Ms. Smith said the Board will need to appoint a total of four Planning Board members this year. There is one vacancy now as an alternate, and two vacancies coming up in July. Another member's term does not expire until July 2017, but she wishes to resign and will wait a few months after the July appointments to assist the new board members before she resigns. Ms. Smith asked the Board to think about possible members and to ask people.

Susan Graham suggested that these vacancies are due to term limits. She asked the Board to think about doing away with these term limits.

Ms. Smith responded that any term changes would have to go through the Administrative Code Committee.

b. Consider appointment of Robert Danzilo to the Kennebunk River Committee.

Robert Danzilo applied for the vacancy on the Kennebunk River Committee. He said he is a professional mariner and works on the river so he has a vested interest in the safety of the river.

Motion by Selectman Hutchins, seconded by Selectman Barwise, to appoint Robert Danzilo to a three-year term on the Kennebunk River Committee expiring in 2019. **Vote:** 4-0.

Ms. Smith announced that Board will be meeting again next week with the Budget Board. Also, that the Goose Rocks Beach litigation has been assigned to Justice Douglas.

11. Approve the February 25, 2016, Treasurer's Warrant.

Motion by Selectman Barwise, seconded by Selectman Daggett, to approve the February 25, 2016, Treasurer's Warrant. **Vote:** 4-0.

At 6:50 PM, the Board took a short recess.

The meeting resumed at 7:00 PM.

10. 7:00 PM. Public Hearing to consider a new malt, spirituous and vinous liquor license and special amusement permit for Pier 77 Bar and Grill, 77 Pier Road.

Chair Matthews-Bull opened the public hearing at 7 PM.

Yalcin Kaya, new owner of Pier 77, introduced himself and presented his background in the hospitality industry. He said he will keep the restaurant menu they have.

Chair Matthews-Bull closed the public hearing at 7:04 PM.

Motion by Selectman Barwise, seconded by Selectman Hutchins, to approve the new malt, spirituous and vinous liquor license and special amusement permit for Pier 77 Bar and Grill, 77 Pier Road.

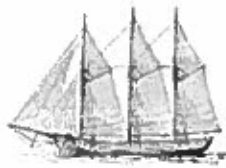
12. Adjournment.

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

The meeting adjourned at 7:05 PM.

Submitted by

Arlene McMurray
Administrative Assistant



TOWN OF KENNEBUNKPORT, MAINE

~ INCORPORATED 1653 ~

MAINE'S FINEST RESORT

Memorandum

February 11, 2016

To: Laurie Smith, Town Manager
From: Michael Claus, Public Works Director
RE: Parking and Right of Way Issues on West Street and Oak Street

I have reviewed parking and right of way issues on West Street and Oak Street. Currently parking is allowed only on the southerly side of West Street. Areas of No Parking on the southerly side of West Street are currently marked with yellow paint on the roadway at one driveway and at the North Street / West Street intersection. There are a maximum of 16 parking spaces with the current allowable parking markings.

Option: All driveways on the southerly side of West Street be marked for No Parking for 10 feet each side of the driveway and that No Parking be allowed within 20 ft. of the stop sign at the West Street / North Street intersection. These no parking distances are consistent with national standards for residential streets. Parking spaces can be marked with white lines on the edge of the spaces similar to markings across from the Louis T. Graves Memorial Public Library on Maine Street. No parking areas can be marked with yellow paint. This option would reduce the number of parking spaces from 16 to 12. Other options include only marking the driveways which results in 13 spaces, or only marking the stop sign and first driveway, which results in 15 spaces.

I have reviewed the surveyed right of way on West Street. On the southerly side of the street the right of way extends between 16 ft. and 19 ft. from the edge of pavement. There is an abandoned sidewalk in the right of way which is located behind the utility poles in the right of way. I recommend that an additional 5 ft. shoulder be added to the southerly side of West Street to keep parked cars on a solid surface. With the additional shoulder the width of West Street would be 22 ft. The cost for a 5 ft. wide gravel shoulder installed by the Public Works Department is \$3,500. The addition cost to pave the shoulder is \$3,000.

On the easterly side of Oak Street there is an old sidewalk in the right of way that extends approximately 1/2 of the way from West Street towards Locke Street. It would be difficult to extend this sidewalk due to installation of a fire hydrant, trees that have grown in the right of way and a fence and shrubs installed by a resident on Oak Street. You have the option to remove the existing sidewalk in the Oak Street right of way and loam and seed the disturbed area. The cost of sidewalk removal, loam and seed work with labor and equipment by Public Works is \$500. The cost to repave the existing sidewalk is \$3,200.

I have attached photos of West Street and Oak Street along with survey plans showing aerial photos and right of way overlay. In my long term capital plan West Street and Oak Street are scheduled for overlay paving in FY 2019. If you need additional information please let me know.

By: Michael Claus,

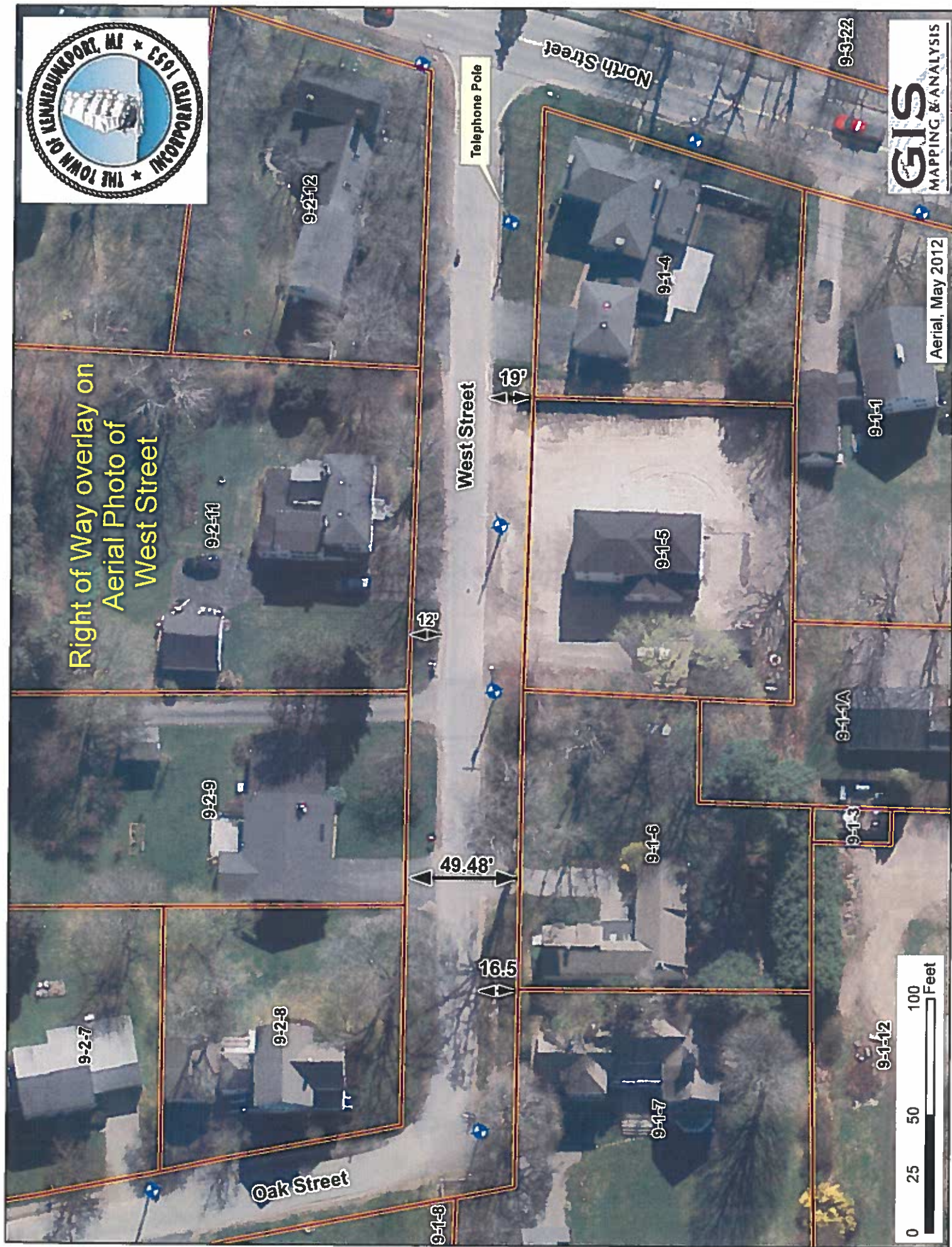


Town of Kennebunkport Public Works Director

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



Right of Way overlay on
Aerial Photo of
West Street



GIS
MAPPING & ANALYSIS

Aerial, May 2012





GIS

MAPPING & ANALYSIS

9-2-11

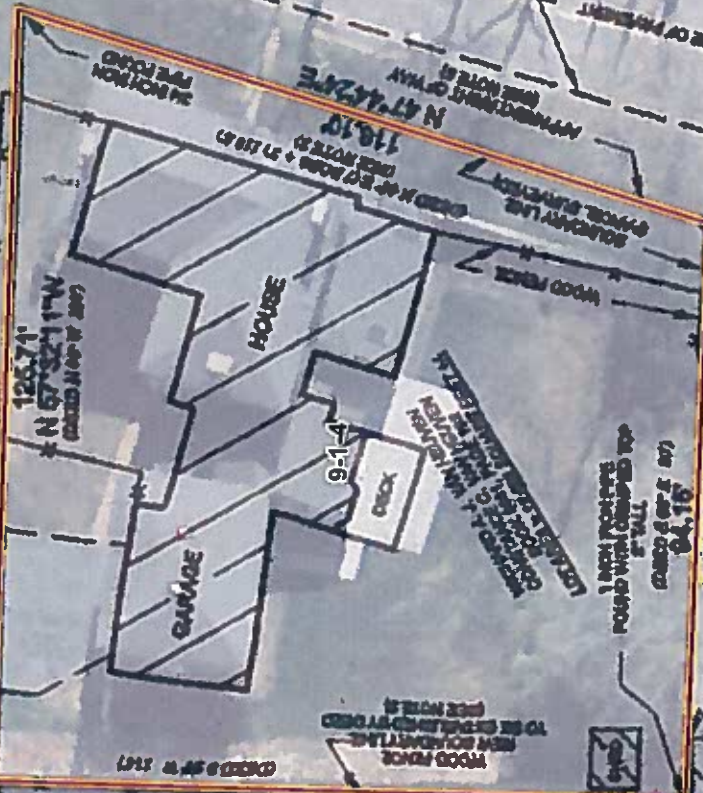
9-2-12

9-3-20

WEST STREET

North Street

NORTH STREET

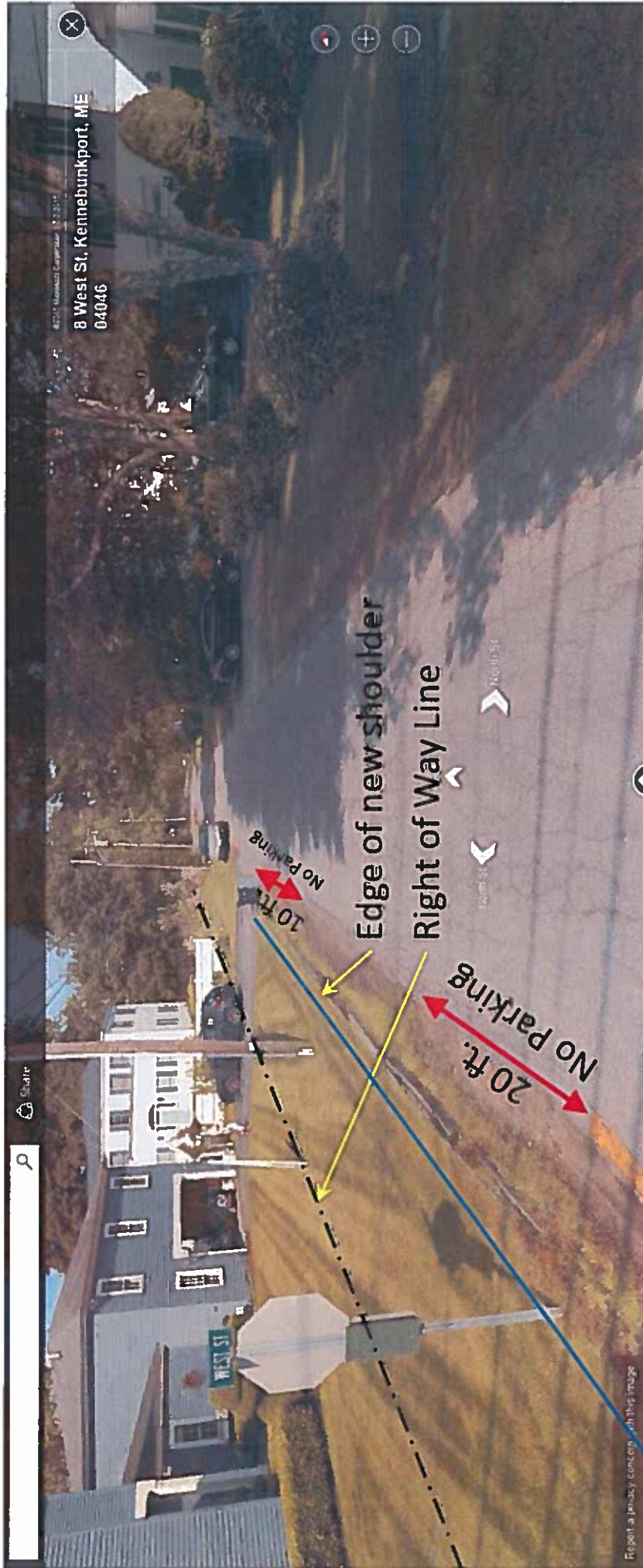


Right of Way overlay on
Survey and Aerial Photo of
West Street / North Street



Aerial, May 2012

RICHARD A. J. VAN HEUVEN
A STANFORD BOUNDARY SURVEY
WAGE FOR
CONSTANCE C. VAN HEUVEN
19 NORTH STREET, KENNEBUNKPORT, MAINE
SCALE: 1 INCH = 30 FEET
NEW OR CORRECTED, NAME
WILLIAM D. ALSTON
WILLIAM D. ALSTON
19 NORTH STREET, KENNEBUNKPORT, MAINE
SCALE: 1 INCH = 30 FEET
NEW OR CORRECTED, NAME



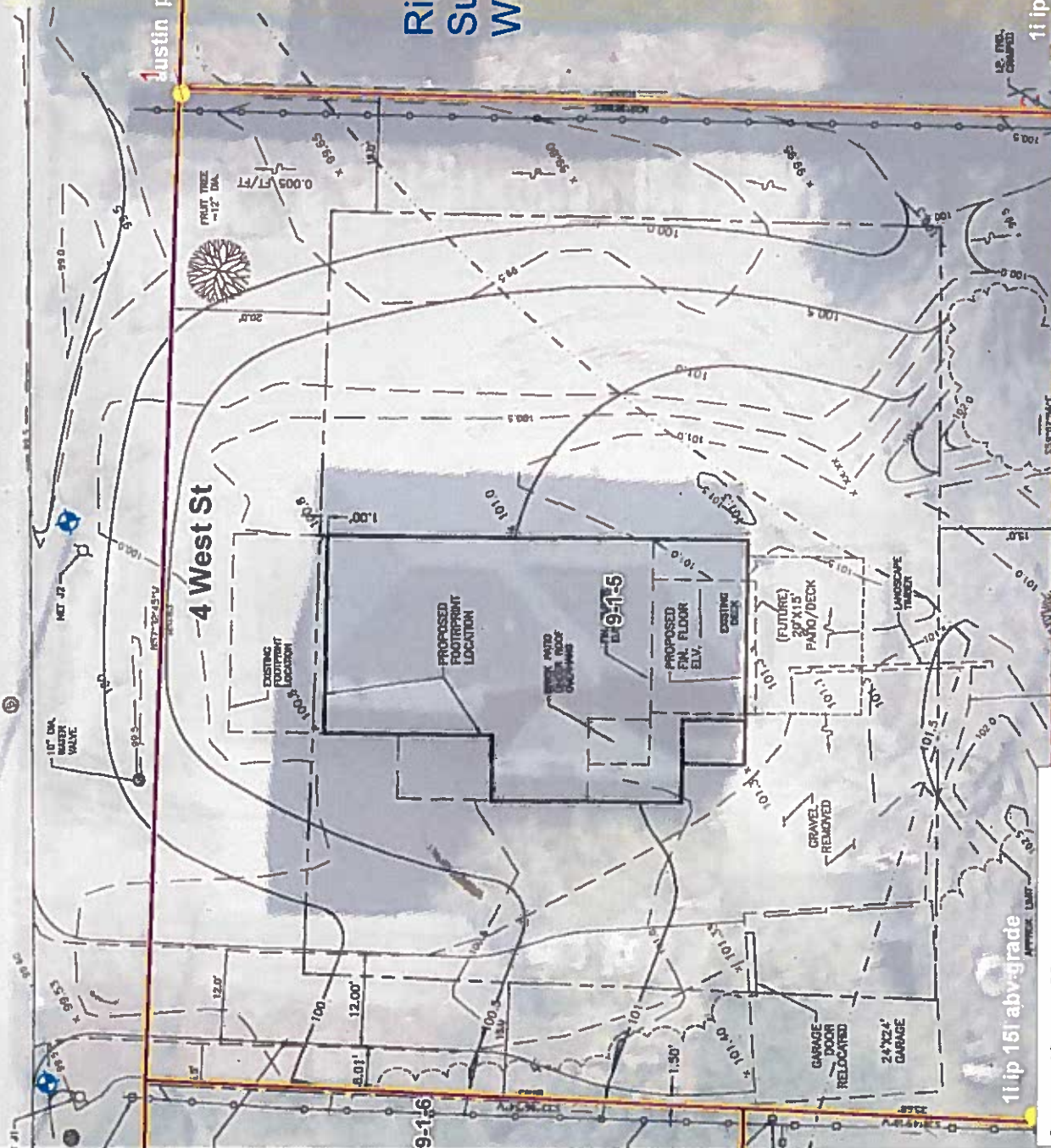
Report a privacy concern with this image

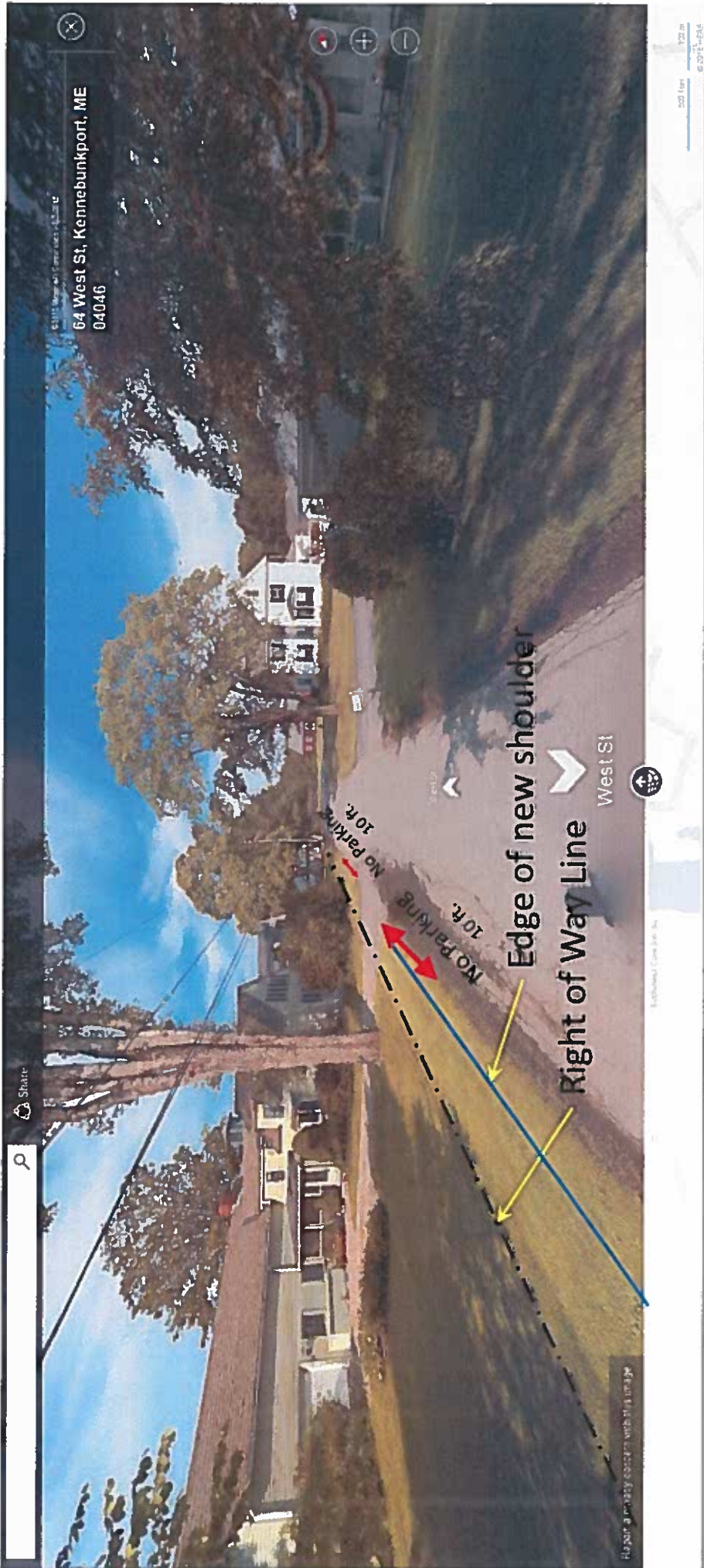


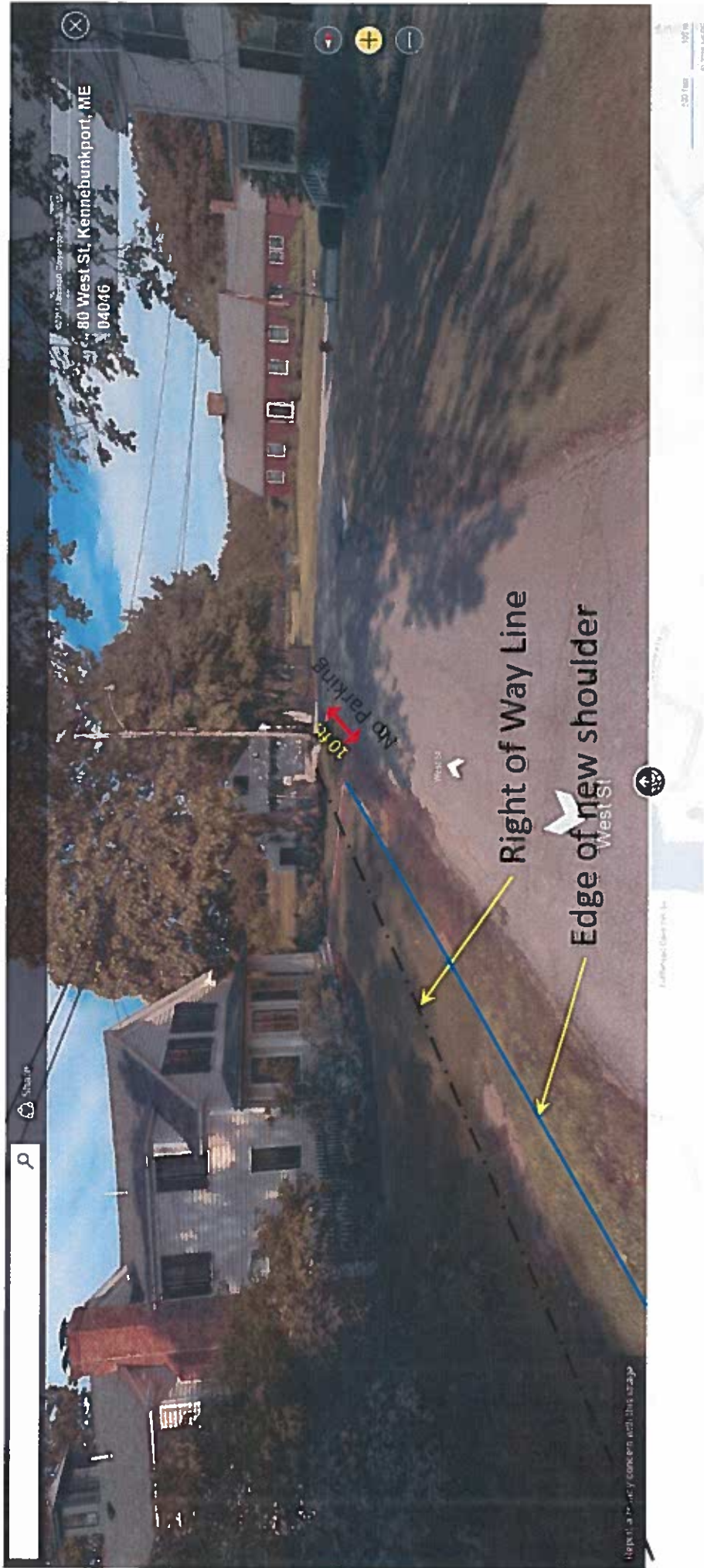
2011 Microsoft Corporation
20 West St, Kennebunkport, ME
04046

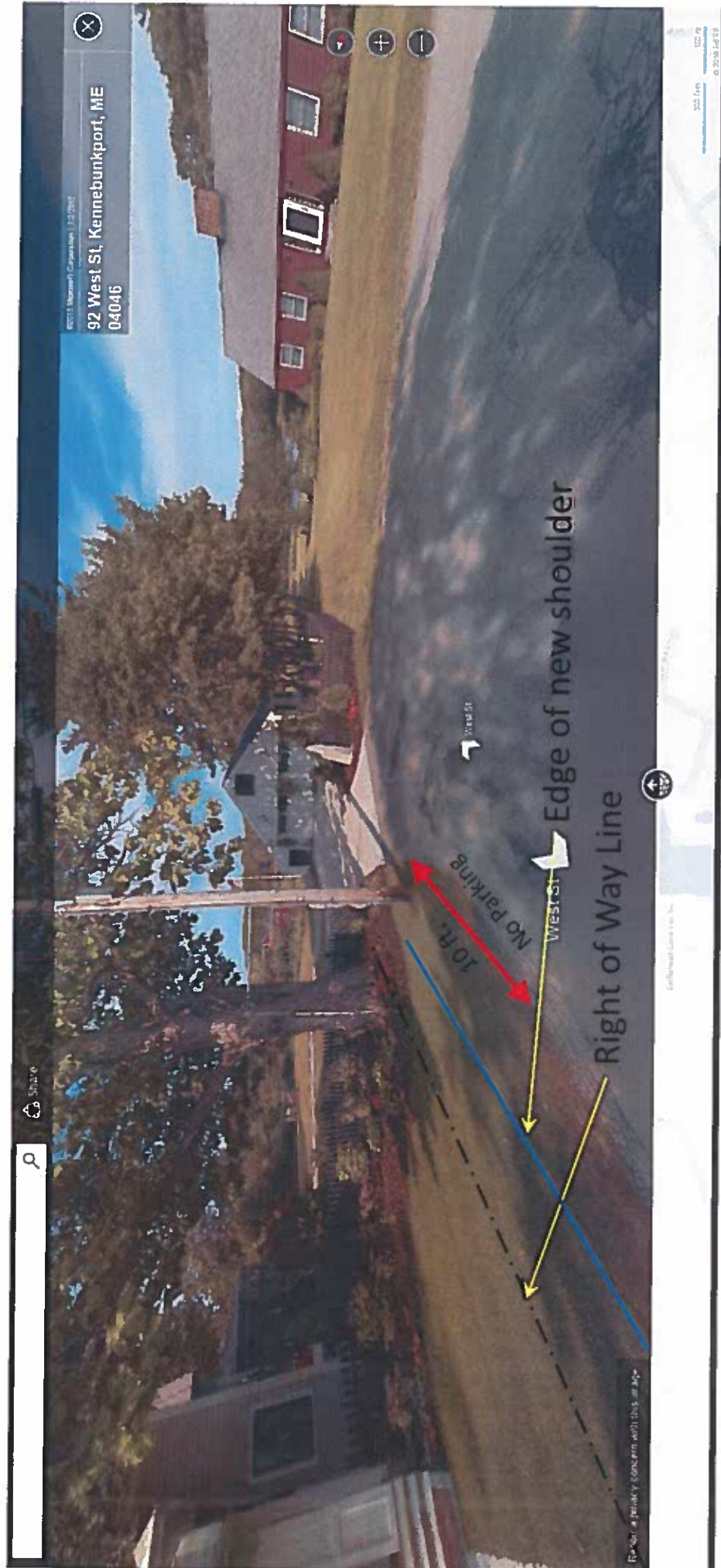
Repost a privacy concern with this image











GIS
MAPPING & ANALYSIS

Right of Way overlay on Survey and Aerial Photo of West Street / Oak Street

Granite monument marking centerline of West Street missing or disturbed

West Street

Oak Street

Road

0 15 30 60 Feet

Aerial, May 2012

THE TOWN OF KENNEBUNKPORT, ME

GIS
MAPPING & ANALYSIS

Right of Way overlay on Survey and Aerial Photo of West Street / Oak Street

Granite monument marking centerline of West Street missing or disturbed

West Street

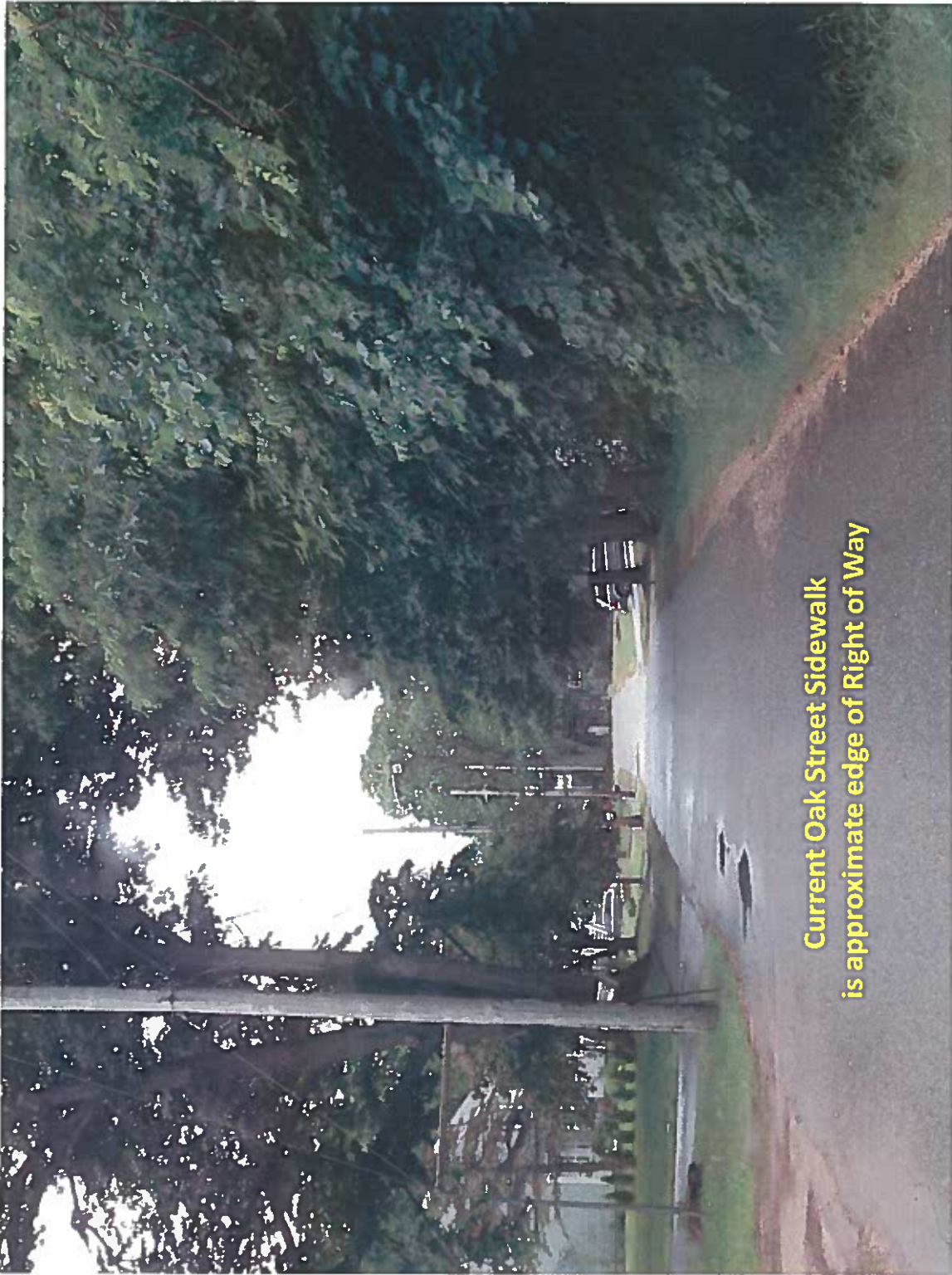
Oak Street

Road

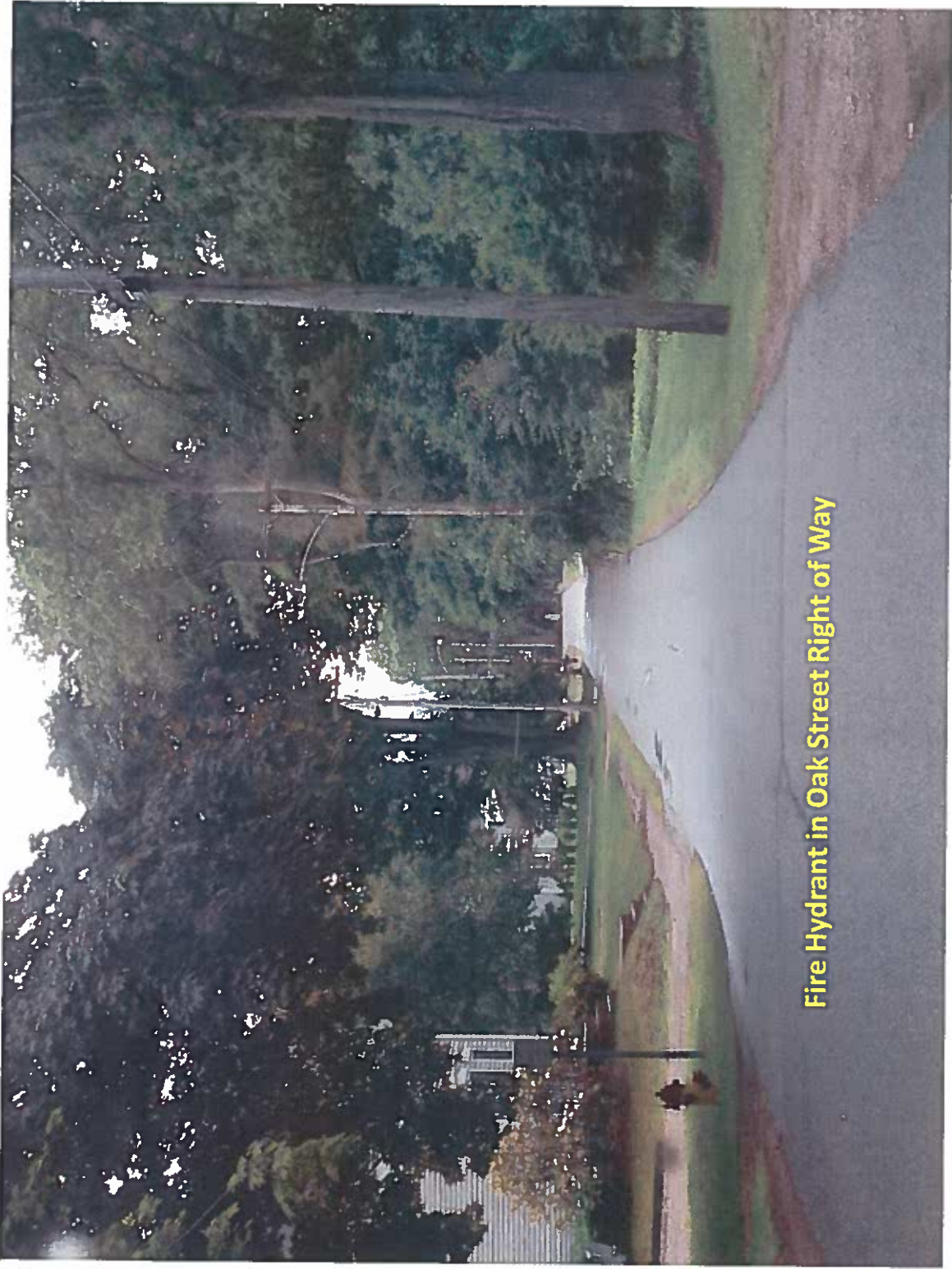
0 15 30 60 Feet

Aerial, May 2012

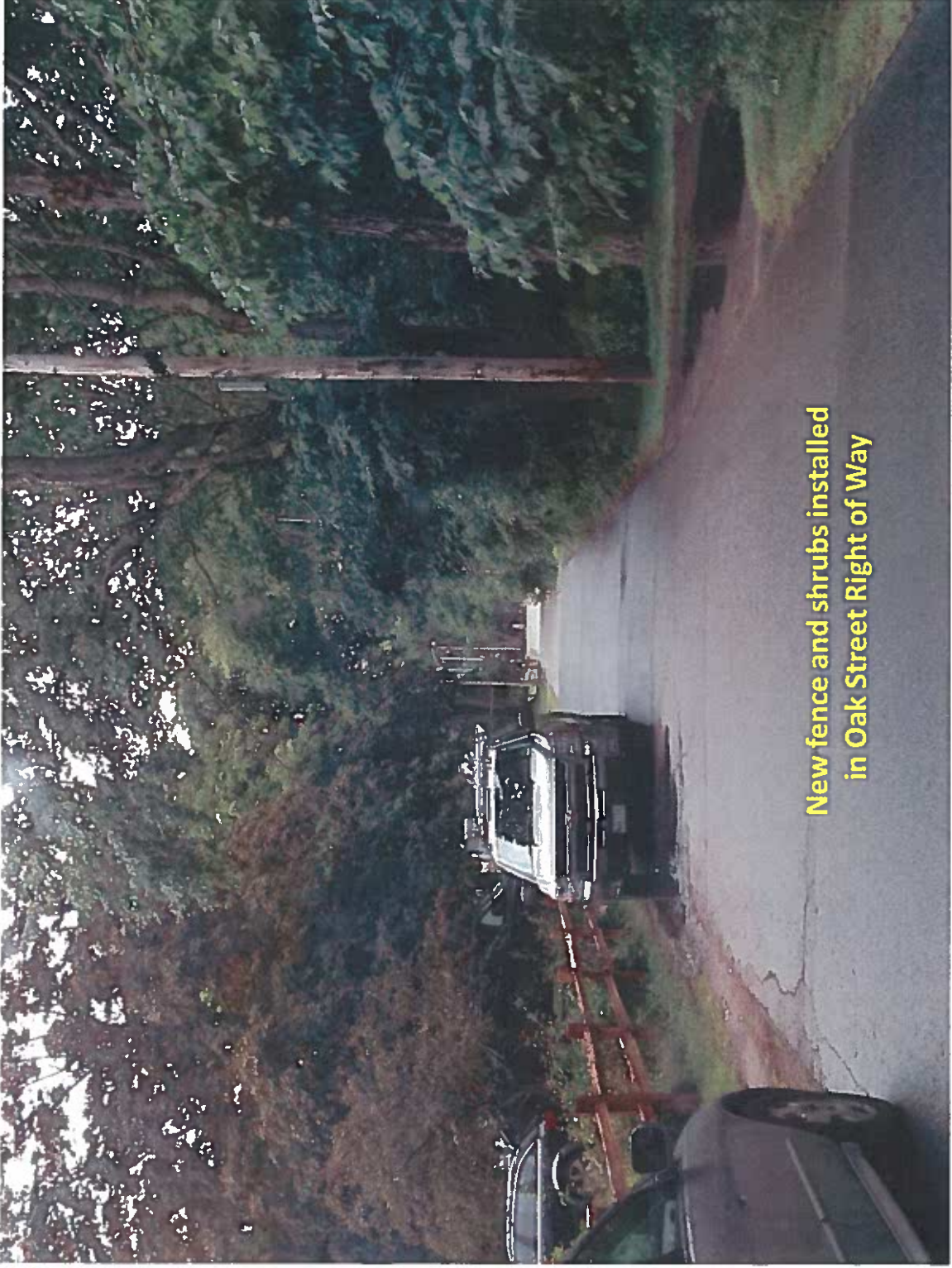
THE TOWN OF KENNEBUNKPORT, ME



**Current Oak Street Sidewalk
is approximate edge of Right of Way**



Fire Hydrant in Oak Street Right of Way



New fence and shrubs installed
in Oak Street Right of Way

**Town of Kennebunkport
Budget Board/Selectmen's Meeting
March 3, 2016
6 p.m. – Village Fire Station – 32 North Street**

Minutes of the Selectmen's Meeting of March 3, 2016

Selectmen attending: Stuart E. Barwise, Patrick A. Briggs, Allen A. Daggett, and Ed Hutchins

Selectman absent: Sheila Mathews-Bull

Others: Grace Adams, Ted Baker, Judy Barrett, Barbara Barwise, Dan Beard, Adam Burnett, Carol Cook, Michael Claus, Michael Davis, Doug Dicey, April Dufoe, Werner Gilliam, David James, Kathryn Leffler, Jennifer Lord, Leo Martin, Allan Moir, Dawn Morse, Michelle Powell, Craig Sanford and Laurie Smith

1. Call to Order.

Vice-Chair Stuart Barwise called the meeting to order at 6:00 P.M.

Budget Board Chair Leo Martin called the Budget Board to order.

2. Joint meeting with Budget Board for fiscal year 2016 municipal budget presentation and discussion.

Town Manager Laurie Smith discussed the budget schedule and thanked the treasurer, her administrative assistant, and the departments for their help in putting together the budget. She explained the highlights of the fiscal year 2017 departments' operational budget.

Department heads presented their budgets.

3. Adjournment.

Mr. Martin adjourned the Budget Board meeting.

Motion by Selectman Daggett, seconded by Selectman Hutchins, to adjourn the meeting. **Vote:** 4-0.

The meeting adjourned at 8:28 P.M.

Submitted by

Laurie A. Smith
Town Manager

4

NOTICE OF RESCISSION OF LAND PURCHASE INSTALLMENT CONTRACT

THIS NOTICE OF RESCISSION OF LAND PURCHASE INSTALLMENT CONTRACT is made this ____ day of March, 2016, by the Town of Kennebunkport, a Maine municipal corporation whose address is 6 Elm Street, Kennebunkport, Maine 04046 (the "Town" or "Vendor").

RECITALS:

WHEREAS, the Town acquired rights in certain real property described as Map/Block/Lot 013-004-007 on the Town Assessors' maps for the Town of Kennebunkport, whose physical address is 4 Mt. Kineo Road, Kennebunkport (hereinafter referred to as the "Property"), pursuant to the automatic foreclosure of a tax lien dated July 11, 2014 listing the owner of the Property as "Grace M. Brennan, Heirs," and recorded in the York County Registry of Deeds in Book 16851, Page 877, which lien foreclosed on January 11, 2016;

WHEREAS, the Town subsequently entered into a land purchase installment contract dated January 28, 2016 (hereinafter the "Contract") with Christopher McGuire, grandson of Grace M. Brennan, as purchaser of the Property (hereinafter the "Purchaser"), and subsequently recorded the Contract in the York County Registry of Deeds in Book 17184, Page 868 on February 16, 2016;

WHEREAS, at the time the Contract was executed by the parties and recorded in York County Registry of Deeds, Article 2 of the Town's June 2015 Annual Town Meeting Warrant required the Town to do the following with respect to real estate to be sold by the Town for nonpayment of taxes: "Former owners of Real Estate . . . shall be given first refusal to buy the property provided all back taxes, interest and lien costs have been paid";

WHEREAS, after the Town entered into the Contract with Purchaser, the Town learned that Purchaser, although a grandson of Grace M. Brennan, is not an heir at law;

WHEREAS, all or a portion of the heirs at law of Grace M. Brennan have notified the Town that they seek to buy the Property for back taxes, interest and lien costs in accordance with Article 2 of the 2015 Annual Town Meeting Warrant;

WHEREAS, the Town believes that, because the requirements of Article 2 above prevent the Town from performing under the Contract, the Contract must be rescinded;

WHEREAS, the Town now desires to provide written notification that the Contract has been rescinded;

NOW THEREFORE, the Town provides written notification, duly recorded, as follows:

The Contract and all interests, rights and obligations of the Town as Vendor and the Purchaser thereunder have been rescinded and are of no further force and effect.

IN WITNESS WHEREOF, the Town of Kennebunkport Board of Selectmen have executed this instrument as of the day and year first set forth above.

[Signature Pages Follow]

WITNESS:

TOWN OF KENNEBUNKPORT

By its Board of Selectmen, hereunto
duly authorized

Sheila Matthews-Bull, Chair

Stuart Barwise, Vice-Chair

Patrick Briggs

Allen Daggett

Edward Hutchins

STATE OF MAINE
COUNTY OF YORK, ss.

_____, 2016

Then personally appeared the above-named Sheila Matthews-Bull, Chair of the Board of Selectmen of the Town of Kennebunkport, and the above-named Selectmen Stuart Barwise, Patrick Briggs, Allen Daggett and Edward Hutchins, and acknowledged the foregoing instrument to be their free act and deed in their said capacity and the free act and deed of the Town of Kennebunkport.

Notary Public

Print name

My commission expires _____

5

NOTICE OF TERMINATION OF LAND PURCHASE INSTALLMENT CONTRACT

THIS NOTICE OF TERMINATION OF LAND PURCHASE INSTALLMENT CONTRACT is made and entered into as of this ____ day of March, 2016, by and between the Town of Kennebunkport, a Maine municipal corporation whose address is 6 Elm Street, Kennebunkport, Maine 04046 (the "Town" or "Vendor") and Christopher McGuire, a resident of Kennebunkport whose address is 4 Mt. Kineo Road, Kennebunkport, Maine ("Purchaser").

WITNESSETH:

WHEREAS, the Town and Purchaser entered into a certain land purchase installment contract (hereinafter the "Contract") dated January 28, 2016 with respect to property described as Map/Block/Lot 013-004-007 on the Town Assessors' maps for the Town of Kennebunkport, being the same premises described in a Town of Kennebunkport tax lien dated July 11, 2014 and recorded in the York County Registry of Deeds in Book 16851, Page 877, which lien foreclosed on January 11, 2016, and whose physical address is 4 Mt. Kineo Road, Kennebunkport (hereinafter referred to as the "Property");

WHEREAS, the Contract was recorded in the York County Registry of Deeds in Book 17184, Page 868 on February 16, 2016, in accordance with 33 M.R.S. § 482; and

WHEREAS, the Town and Purchaser now desire to provide written notification that the Contract has terminated;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which by the parties is hereby acknowledged, the parties hereto agree as follows:

The Contract and all interests, rights and obligations of the Town as Vendor and the Purchaser thereunder have terminated and are of no further force and effect.

IN WITNESS WHEREOF, the parties have executed this instrument as of the day and year first set forth above.

[Signature Pages Follow]

WITNESS:

TOWN OF KENNEBUNKPORT

By its Board of Selectmen, hereunto
duly authorized

Sheila Matthews-Bull, Chair

Stuart Barwise, Vice-Chair

Patrick Briggs

Allen Daggett

Edward Hutchins

STATE OF MAINE
COUNTY OF YORK, ss.

_____, 2016

Then personally appeared the above-named Sheila Matthews-Bull, Chair of the Board of Selectmen of the Town of Kennebunkport, and the above-named Selectmen Stuart Barwise, Patrick Briggs, Allen Daggett and Edward Hutchins, and acknowledged the foregoing instrument to be their free act and deed in their said capacity and the free act and deed of the Town of Kennebunkport.

Notary Public

Print name

My commission expires _____

WITNESS:

Christopher McGuire, Purchaser

STATE OF MAINE
COUNTY OF YORK, ss.

_____, 2016

Then personally appeared the above-named Christopher McGuire, and
acknowledged the foregoing instrument to be his free act and deed.

Notary Public

Print name

My commission expires _____

7
BUREAU OF ALCOHOLIC BEVERAGES
DIVISION OF LIQUOR LICENSING & ENFORCEMENT
8 STATE HOUSE STATION
AUGUSTA, ME 04333-0008



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

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

DEPARTMENT USE ONLY

LICENSE NUMBER:

CLASS:

DEPOSIT DATE

AMT. DEPOSITED:

BY:

CK/MO/CASH:

PRESENT LICENSE EXPIRES 04/30/2016

INDICATE TYPE OF PRIVILEGE: ☒ MALT ☐ SPIRITUOUS ☒ VINOUS

INDICATE TYPE OF LICENSE:

☒ RESTAURANT (Class I,II,III,IV)

☐ HOTEL-OPTIONAL FOOD (Class I-A)

☐ CLASS A LOUNGE (Class X)

☐ CLUB (Class V)

☐ TAVERN (Class IV)

☐ RESTAURANT/LOUNGE (Class XI)

☐ HOTEL (Class I,II,III,IV)

☐ CLUB-ON PREMISE CATERING (Class I)

☐ GOLF CLUB (Class I,II,III,IV)

☐ OTHER: _____

REFER TO PAGE 3 FOR FEE SCHEDULE

ALL QUESTIONS MUST BE ANSWERED IN FULL

1. APPLICANT(S) - (Sole Proprietor, Corporation, Limited Liability Co., etc.)		2. Business Name (D/B/A)	
Richard Nunan DOB: 4/8/1960		Nunan's Lobster Hut, Inc.	
Keith Nunan DOB: 8/7/1965		9 Mills Road	
DOB:		Location (Street Address)	
Address		Capt. Porpoise ME 04046	
11750 Mills Rd		City/Town State Zip Code	
Kennebunkport ME 04046		9 Mills Road	
City/Town State Zip Code		Mailing Address	
967-4222 967-0938		Kennebunkport ME 04046	
Telephone Number		City/Town State Zip Code	
Fax Number		967-4362	
Federal I.D. #		Business Telephone Number	
		Fax Number	
		1071867	
		Seller Certificate #	

EMAIL ADDRESS: terriandyogi@mysailpoint.net

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

4. State amount of gross income from period of last license: ROOMS \$ --- FOOD \$ 515120.00 LIQUOR \$ 80337.69

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

If YES, complete Supplementary Questionnaire

(8)

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

DEPARTMENT USE ONLY	
LICENSE NUMBER:	CLASS:
DEPOSIT DATE	
AMT. DEPOSITED:	BY:
CK/MO/CASH:	



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

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

PRESENT LICENSE EXPIRES 4-15-2016

INDICATE TYPE OF PRIVILEGE: ☒ MALT ☒ SPIRITUOUS ☒ VINOUS

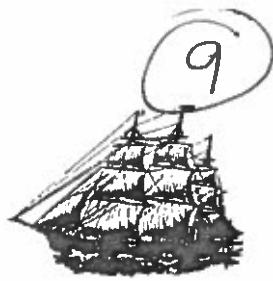
INDICATE TYPE OF LICENSE:

- | | |
|--|--|
| <input type="checkbox"/> RESTAURANT (Class I,II,III,IV)
<input type="checkbox"/> HOTEL-OPTINONAL FOOD (Class I-A)
<input type="checkbox"/> CLASS A LOUNGE (Class X)
<input type="checkbox"/> CLUB (Class V)
<input type="checkbox"/> TAVERN (Class IV) | <input checked="" type="checkbox"/> RESTAURANT/LOUNGE (Class XI)
<input type="checkbox"/> HOTEL (Class I,II,III,IV)
<input type="checkbox"/> CLUB-ON PREMISE CATERING (Class I)
<input type="checkbox"/> GOLF CLUB (Class I,II,III,IV)
<input type="checkbox"/> OTHER: _____ |
|--|--|

REFER TO PAGE 3 FOR FEE SCHEDULE

ALL QUESTIONS MUST BE ANSWERED IN FULL

1. APPLICANT(S) –(Sole Proprietor, <u>Corporation</u> Limited Liability Co., etc.) Pamela Padgett DOB: 6-28-1947 Michael Condon DOB: 8-14-1945 Marie Condon DOB: 6-23-1947	2. Business Name (D/B/A) Alisson's Restaurant
Address 11 Dock Square P.O. Box 344	Location (Street Address) 11 Dock Square
City/Town Kennebecport State ME Zip Code 04046	City/Town Kennebecport State ME Zip Code 04046
Telephone Number 207-967-8232 Fax Number 207-967-8232	City/Town State Zip Code
Federal I.D. # 020394190	Business Telephone Number 207-967-4841 Fax Number
	Seller Certificate # 4566



TOWN OF KENNEBUNKPORT, MAINE

- INCORPORATED 1653 -

MAINE'S FINEST RESORT

APPLICATION

SPECIAL AMUSEMENT PERMIT FOR DANCING AND ENTERTAINMENT

Name of Applicant Danella Padgett
Residence Address 8 Woodland Ave. Kennebunk
Home Telephone Number 967-4841
Name of Business Glisson's Restaurant
Business Address 11 Dock Square
Type of Business Restaurant
Business Telephone Number 967-4841
Nature of Special Amusement Live Music

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

Yes _____ No ☒

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.

Danella Padgett
applicant

10

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



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

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

DEPARTMENT USE ONLY

LICENSE NUMBER:

CLASS:

DEPOSIT DATE

AMT. DEPOSITED:

BY:

CK/MO/CASH:

PRESENT LICENSE EXPIRES 05-15-2016

INDICATE TYPE OF PRIVILEGE: ☒ MALT ☒ SPIRITUOUS ☒ VINOUS

INDICATE TYPE OF LICENSE:

☐ RESTAURANT (Class I,II,III,IV)

☒ HOTEL-OPTINONAL FOOD (Class I-A)

☐ CLASS A LOUNGE (Class X)

☐ CLUB (Class V)

☐ TAVERN (Class IV)

☐ RESTAURANT/LOUNGE (Class XI)

☐ HOTEL (Class I,II,III,IV)

☐ CLUB-ON PREMISE CATERING (Class I)

☐ GOLF CLUB (Class I,II,III,IV)

☐ OTHER: _____

REFER TO PAGE 3 FOR FEE SCHEDULE

ALL QUESTIONS MUST BE ANSWERED IN FULL

1. APPLICANT(S) – (Sole Proprietor, Corporation, Limited Liability Co., etc.)			2. Business Name (D/B/A)		
DOB:			The Colony Hotel		
DOB:					
Boughton Hotel Corp			Location (Street Address)		
DOB:			140 Ocean Avenue		
Address			City/Town	State	Zip Code
140 Ocean Avenue			Kennebunkport	Maine	04046
			Mailing Address		
City/Town	State	Zip Code	City/Town	State	Zip Code
Kennebunkport	Maine	04046			
Telephone Number		Fax Number	Business Telephone Number		Fax Number
207-967-3331		207-967-8738	207-967-3331		207-967-8738
Federal I.D. # 01K020238			Seller Certificate # 0002699		

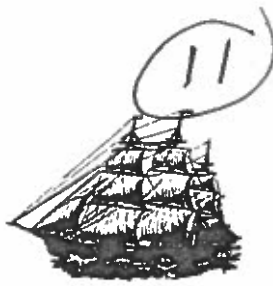
3. If premises are a hotel, indicate number of rooms available for transient guests: 125

4. State amount of gross income from period of last license: ROOMS \$ 3,613,168 FOOD \$ 1,766,377 LIQUOR \$ 685,273

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

recomplete Supplementary Questionnai ,If YES

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



TOWN OF KENNEBUNKPORT, MAINE

- INCORPORATED 1653 -

MAINE'S FINEST RESORT

APPLICATION

SPECIAL AMUSEMENT PERMIT FOR DANCING AND ENTERTAINMENT

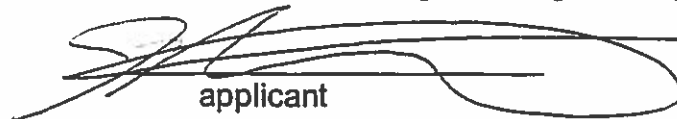
Name of Applicant Boughton Hotel Corp
Residence Address 140 Ocean Avenue, Kennebunkport, Maine 04046
Home Telephone Number ~~207-967-3331~~
Name of Business The Colony Hotel
Business Address 140 Ocean Avenue, Kennebunkport, ME 04046
Type of Business Hotel / Restaurant
Business Telephone Number 207-967-3331
Nature of Special Amusement Live and Recorded Music for Events

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.


applicant

12

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



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

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

DEPARTMENT USE ONLY

LICENSE NUMBER:

CLASS:

DEPOSIT DATE

AMT. DEPOSITED:

BY:

CK/MO/CASH:

PRESENT LICENSE EXPIRES

3/15/16

INDICATE TYPE OF PRIVILEGE:

☒ MALT ☒ SPIRITUOUS ☒ VINOUS

INDICATE TYPE OF LICENSE:

☐ RESTAURANT (Class I,II,III,IV)

☒ HOTEL-OPTINONAL FOOD (Class I-A)

☐ CLASS A LOUNGE (Class X)

☐ CLUB (Class V)

☐ TAVERN (Class IV)

☐ RESTAURANT/LOUNGE (Class XI)

☐ HOTEL (Class I,II,III,IV)

☐ CLUB-ON PREMISE CATERING (Class I)

☐ GOLF CLUB (Class I,II,III,IV)

☐ OTHER:

REFER TO PAGE 3 FOR FEE SCHEDULE

ALL QUESTIONS MUST BE ANSWERED IN FULL

1. APPLICANT(S) - (Sole Proprietor, Corporation, Limited Liability Co., etc.)			2. Business Name (D/B/A)		
DOB:			The Kennebunkport Inn		
Coastal Breezes LLC DOB:					
DOB:			Location (Street Address)		
Address			1 Dock Square		
182 PORT RD			City/Town State Zip Code		
			Kennebunkport ME 04046		
			Mailing Address		
			182 Port Road		
City/Town State Zip Code			City/Town State Zip Code		
Kennebunk ME 04043			Kennebunk ME 04043		
Telephone Number			Business Telephone Number		
860-444-1503			207-967-2621		
Fax Number			Fax Number		
207-967-1500			467-3705		
Federal I.D. #			Seller Certificate #		
6100958233			1067587		

EMAIL ADDRESS:

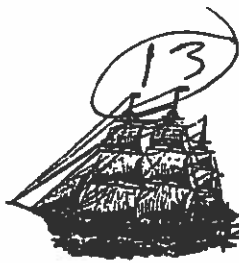
Colleen@KRCMaine.com

3. If premises is a hotel, indicate number of rooms available for transient guests: 34

4. State amount of gross income from period of last license: ROOMS \$ 1.2 m FOOD \$ 550k LIQUOR \$ 200k

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

If YES, complete Supplementary Questionnaire



TOWN OF KENNEBUNKPORT, MAINE

— INCORPORATED 1653 —
MAINE'S FINEST RESORT

APPLICATION

SPECIAL AMUSEMENT PERMIT FOR DANCING AND ENTERTAINMENT

Name of Applicant Coastal Breezes LLC
Residence Address 182 Port Road Kennebunk, ME 04043
Home Telephone Number ~~207 967 2621~~
Name of Business The Kennebunkport Inn
Business Address 1 Dock Square Kennebunkport, ME 04046
Type of Business Hotel / Restaurant
Business Telephone Number 207 967-2621
Nature of Special Amusement Live Entertainment

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.

William W. Banford
applicant

14

MUNICIPAL QUITCLAIM DEED WITHOUT COVENANTS

KNOW ALL BY THESE PRESENTS THAT the Inhabitants of the Town of Kennebunkport, a body corporate and politic located in York County, State of Maine, for consideration paid, release to West Angela M & Perfect David W a certain parcel of land with buildings thereon, if any, located in the Town of Kennebunkport, York County, State of Maine, identified as follows:

Map Lot 013-006-033A, on the Town Assessors' maps for Kennebunkport, which are on file at the municipal office, being the same premises described in Town of Kennebunkport tax liens dated July 11, 2014 and July 10, 2015, recorded in the York County Registry of Deeds in Book 16851 Page 929 and Book 17054 Page 437 respectively.

The Inhabitants of the Town of Kennebunkport have caused this instrument to be signed in its corporate name by Stuart E. Barwise, Patrick A. Briggs, Allen A. Daggett, Edward W. Hutchins II and Sheila W. Matthews-Bull, its Municipal Officers duly authorized.

Witness our hands and seals this 10th day of March, 2016.

Inhabitants of the Town of Kennebunkport

Witness

Witness

Witness

Witness

Witness

ACKNOWLEDGEMENT

State of Maine
York, County, ss.

March 10, 2016

Then personally appeared before me the above-named Stuart E. Barwise, Patrick A. Briggs, Allen A. Daggett, Edward W. Hutchins II and Sheila W. Matthews-Bull Municipal Officers of the Town of Kennebunkport, and acknowledged the foregoing to be their free act and deed in their said capacity and the free act and deed of the Inhabitants of said Municipality.

Before me,



12RETTD

RETTD**MAINE REVENUE SERVICES
REAL ESTATE TRANSFER TAX
DECLARATION**

TITLE 36, M.R.S.A. SECTIONS §§4641-4641N

1. County

YORK

2. Municipality/Township

KENNEBUNKPORT

**3. GRANTEE/
PURCHASER**

BOOK/PAGE—REGISTRY USE ONLY

3a) Name LAST or BUSINESS, FIRST, MI

WEST, ANGELA

3b) SSN or Federal ID

3c) Name LAST or BUSINESS, FIRST, MI

PERFECT, DAVID W

3d) SSN or Federal ID

3e) Mailing Address

PO BOX 229

3f) City

NO. BERWICK

3g) State

ME

3h) Zip Code

03906

**4. GRANTOR/
SELLER**

4a) Name, LAST or BUSINESS, FIRST, MI

TOWN OF KENNEBUNKPORT

4b) SSN or Federal ID

4c) Name, LAST or BUSINESS, FIRST, MI

4d) SSN or Federal ID

4e) Mailing Address

PO BOX 566

4f) City

KENNEBUNKPORT

4g) State

ME

4h) Zip Code

04046

5. PROPERTY

5a) Map

13

Block

6

Lot

33

Sub-Lot

A

5b) Type of property—Enter the code number that best describes the property being sold. (See instructions) →

206

Check any that apply:

☐ No tax maps exist☐ Multiple parcels☐ Portion of parcel

5d) Acreage

4.2

5c) Physical Location

7 KAYZEE LANE

6. TRANSFER TAX

6a) Purchase Price (If the transfer is a gift, enter "0")

6a .00

6b) Fair Market Value (enter a value only if you entered "0" in 6a) or if 6a) was of nominal value)

6b 133600.00

6c) Exemption claim - ☒ Check the box if either grantor or grantee is claiming exemption from transfer tax and explain.

RELEASE TO GRANTEE FROM MUNICIPALITY FOR PAYMENT OF TAX LIENS

7. DATE OF TRANSFER (MM-DD-YYYY)

03-10-2016

MONTH DAY YEAR

8. WARNING TO BUYER—If the property is classified as Farmland, Open Space, Tree Growth, or Working Water-front a substantial financial penalty could be triggered by development, subdivision, partition or change in use.☐ CLASSIFIED**9. SPECIAL CIRCUMSTANCES**—Were there any special circumstances in the transfer which suggest that the price paid was either more or less than its fair market value? If yes, check the box and explain:**10. INCOME TAX WITHHELD**—Buyer(s) not required to withhold Maine income tax because:☐ Seller has qualified as a Maine resident☐ A waiver has been received from the State Tax Assessor☐ Consideration for the property is less than \$50,000☐ Foreclosure Sale**11. OATH**

Aware of penalties as set forth by Title 36 §4641-K, we hereby swear or affirm that we have each examined this return and to the best of our knowledge and belief, it is true, correct, and complete. Grantee(s) and Grantor(s) or their authorized agent(s) are required to sign below:

Grantee ANGELA WEST

Date 3-10-16

Grantor LAURIE SMITH, TAX COLLECTOR

Date 3-10-16

Grantee DAVID PERFECT

Date 3-10-16

Grantor

Date

12. PREPARER

Name of Preparer

REBECCA NOLETTE

Phone Number

207-967-1603

Mailing Address

PO BOX 566

E-Mail Address

BNOLETTE@KENNEBUNKPORTME.GOV

KENNEBUNKPORT, ME 04046

Fax Number

207-967-8470

<http://www.maine.gov/revenue/propertytax/transfertax/transfertax.htm>

15

Town of Kennebunkport

Number 2015-6

Certificate of Abatement

36 M.R.S.A. § 841

2015

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: March 10, 2016
Type of Tax: Real Estate
Tax Year: April 1, 2015
Amount Abated: \$280.28
Taxpayer: Dee Anne Marie
PO Box 7048
Cape Porpoise ME 04014
Location: 106 Main Street
MBL: 22/9/17
Reason: Chg in Bldg Value - ROW

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

Date: March 10, 2016

Stuart Barwise

Patrick A. Briggs

Allen A. Daggett

Edward W. Hutchins

Sheila Matthews-Bull

Board of Assessors/Selectmen



TOWN OF KENNEBUNKPORT, MAINE

- INCORPORATED 1653 -

MAINE'S FINEST RESORT

February 26, 2016

Dee Anne Marie
PO Box 7048
Cape Porpoise, ME 04014

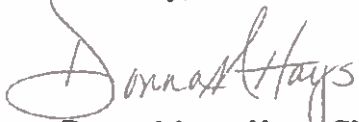
Dear Ms. Marie,

This is in response to your request for abatement on your property identified as Map 22 Block 9 Lot 17. First I would like to thank you for taking the time and allowing Becky and I to do an interior inspection of your home.

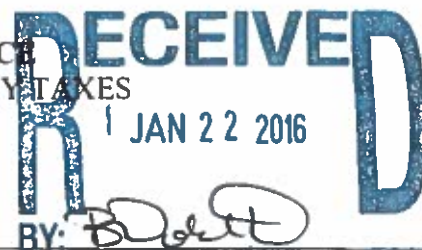
After reviewing the information, we have corrected our records to show that there is no bedroom in your dwelling. Your property is a unique one, therefore we have given the building a discount of 20% for functional obsolescence. We also reviewed the documentation you provided on your land, and also, because of the uniqueness of the ROW, we have given a 30% reduction in your land value. After the changes, your value of your property is reduced to 126,500 and abating \$280.82 in taxes.

It will be my recommendation to the Board of Selectmen/Assessors that this abatement be granted at their March 10, 2016 meeting. If you have any questions, please contact the office at 967-1603.

Sincerely,


Donna Moore Hays, CMA
Assessors Agent

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



1. NAME OF APPLICANT: Dee Anne Marie
2. ADDRESS OF APPLICANT: PO Box 7048, Cape Porpoise 04014
3. TELEPHONE NUMBER: 928-266-2085
4. STREET ADDRESS OF PROPERTY: 106 Main St, Kennebunkport 04046
5. MAP/BLOCK/LOT: 022-009-017
6. ASSESSED VALUATION:
- | | | |
|---------------|----|----------------|
| (a) LAND: | \$ | <u>115,700</u> |
| (b) BUILDING: | \$ | <u>47,200</u> |
| (c) TOTAL: | \$ | <u>162,900</u> |
7. OWNER'S OPINION OF CURRENT VALUE:
- | | | |
|---------------|----|----------------|
| (a) LAND: | \$ | <u>77,924</u> |
| (b) BUILDING: | \$ | <u>45,000</u> |
| (c) TOTAL: | \$ | <u>122,924</u> |
8. ABATEMENT REQUESTED (VALUATION AMOUNT): an additional 31% credit
9. TAX YEAR FOR WHICH ABATEMENT REQUESTED: 2015
10. AMOUNT OF ANY ABATEMENT(S) PREVIOUSLY GRANTED BY THE ASSESSOR FOR THE ASSESSMENT IN QUESTION: 5%

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.

When looking at my property's plot plan it is hard to imagine the thought process that occurred in arriving at it. It appears the 2 properties in the rear needed a ROW & there was a little land leftover & it was then packaged as a parcel to sell for tax revenue. To say that this configuration is UNIQUE is an understatement.

See attached documentation in support of my request because the majority of this property is right-of-way.

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

Date

12/1/15 & 1/22/16

Signature of Applicant

Dee Anne Marie

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."

* no bedroom -
it's a studio

Vision ID: 1751

Account # 1309

Bid# 1 of 1

Sec#: 1 of 1

1 Card 1 of 1

Print Data

CURRENT OWNER			TOPO.		UTILITIES		STRT./ROAD		LOCATION		CURRENT ASSESSMENT												
MARIE DEE ANNE			1 Level				1 Paved	C Cape Porpoise West			Description	Code	Appraised Value	Assessed Value									
PO BOX 7048			8 Ledger					2 Urban-Residential			RESIDENTIAL RES LAND	1010 1010	47,200 115,700	47,200 115,700									
CAPE PORPOISE, ME 04014																							
Additional Owners:																							
TRIO ACCT. #																							
Other ID: 0022 0009 0017																							
House Color																							
ASSOC PID#																							
GIS ID: 1751																							
RECORD OF OWNERSHIP			BK-VOL/PAGE		SALE DATE		Q		V		V.C.		PREVIOUS ASSESSMENTS (HISTORY)										
MARIE DEE ANNE			16821/767	05/20/2014	1	114,500	00				Yr.	Code	Assessed Value	Yr.	Code	Assessed Value							
BARTHELMIES JEANNE M			14211/0923	09/02/2004	U	0	00				2015	1010	47,200	2009	1010	47,200							
REYNOLDS DELBERT E			03969/0001	08/01/1986	U	0					2015	1010	115,700	2009	1010	115,700							
Total:																							
EXEMPTIONS			Amount		Code		Description		Number		Amount		Comm. Int.										
Year			Type																				
NBHD/SUB			Street Index Name		Tracing		Batch																
0001/A																							
Total:																							
ASSESSING NEIGHBORHOOD																							
MARIA WHIT																							
2000 ALL ONE STORY FRAME																							
Appraised Bldg. Value (Card)			47,200																				
Appraised XF (B) Value (Bldg)			0																				
Appraised OB (L) Value (Bldg)			0																				
Appraised Land Value (Bldg)			115,700																				
Special Land Value			0																				
Total Appraised Parcel Value			162,900																				
Valuation Method:			C																				
Adjustment:			0																				
Net Total Appraised Parcel Value			162,900																				
BUILDING PERMIT RECORD			Permit ID		Issue Date		Type		Description		Amount		Insp. Date		% Comp		Date Comp.		Comments				
			14-231	09/24/2014	RERE	Residential Re	14,881	03/10/2009	0	100									REMODEL KITCHEN				
			08-72	04/14/2008	RE	Remodel	7,000												REMODEL BATHROOM				
LAND LINE VALUATION SECTION																							
B Use		Use		Zone		D Front		Depth		Units		Unit Price		Factor		C. ST.		Factor		Adj.			
1 1010 Single Family		CPW		22,000 SF		3.85		1.1500		5		0.95		400		1.25		ROW					
S Adj		Spec Use		Spec Calc		Notes		Adj															
1.00		5.26		115,700																			
#		77924																					
Total Card Land Units:			0.51 AC			Parcel Total Land Area: 0.51 AC															Total Land Value: 115,700		

THIS IS NOT A BOUNDARY SURVEY

This copyrighted document expires 08-05-14. Reproduction and/or dissemination after this date is unauthorized.
 MORTGAGE INSPECTION OF: DEED BOOK 1921 PAGE 923 COUNTY York
 PLAN BOOK --- PAGE --- LOT ---

ADDRESS: 106 Main Street, Kennebunkport, Maine

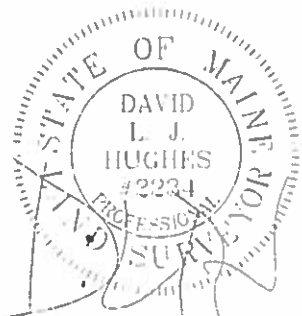
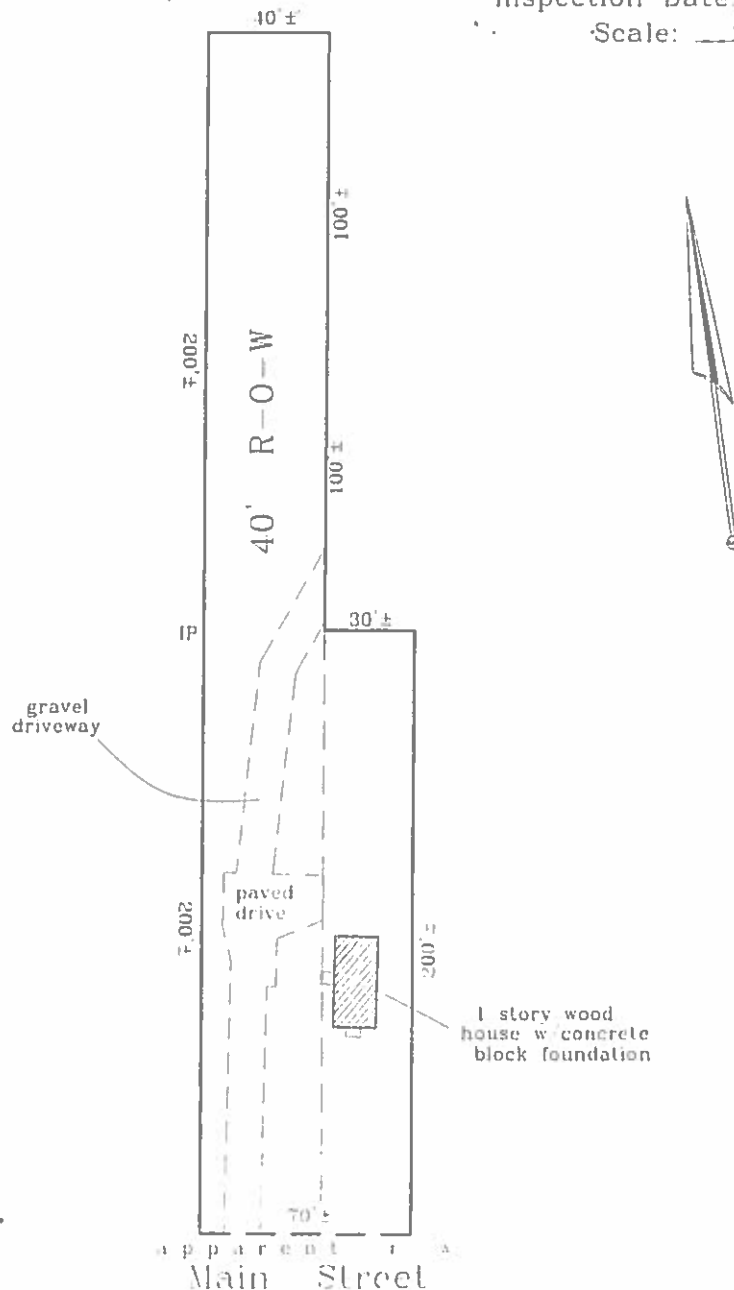
Job Number: 808-52-R

Inspection Date: 05-05-14

Scale: 1" = 60'

Buyer: Dee Anne Marie

Seller: Jeanne M. Barthelmes



I HEREBY CERTIFY TO: Hull Law Office, LLC, Bangor Savings

Bank and its title insurer

Monuments found did not conflict with the deed description

The dwelling setbacks do not violate town zoning requirements

As delineated on the Federal Emergency Management Agency Community Panel 230170 0007B

The structure does not fall within the special flood hazard zone

The land does not fall within the special flood hazard zone

A wetlands study has not been performed

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

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Livingston - Hughes

Professional Land Surveyors & Foresters
 88 Guinea Road

Kennebunkport Maine 04046

207-967-1761 phone 207-967-3881 fax

THIS SKETCH IS FOR MORTGAGE PURPOSES ONLY

16



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, 2016 and shall remain in effect through June 30, 2017.

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 Sleet Witness: Jessica L Talbot

Printed name: Abigail Smith Printed Name: Jessica L Talbot

Its: Executive Director

KENNEBUNKPORT

Quarterly Payment Schedule:

1st Payment due date:	July 1, 2016	Amount:	\$1,207.22
2nd Payment due date:	October 1, 2016	Amount:	\$1,207.22
3rd Payment due date:	January 1, 2017	Amount:	\$1,207.22
4th Payment due date:	April 1, 2017	Amount:	\$1,207.22
Total			\$ 4,828.88

Date Contract Mailed to Municipality: 2/19/16

Date Contract Received back by AWS: _____

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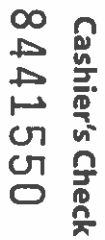
Kennebunkport Public Health

February 22, 2016

At: Kennebunkport Board of Selectmen
Laurie Smith Kennebunkport Town Manager

Please accept this generous gift of \$1000 from the family of Doris Bott. This gift is to be deposited into the Nurses Fees and Donations Account #06-01-21. Please see the attached note. The family has been notified in the thank you note that it is against the town's ethics policy to accept a personal gift. Their gift is being directed to the Nurses fees and Donations account.

Judy Barrett



^{Pay}
ONE THOUSAND DOLLARS AND ZERO CENTS

**To the
Order of**

Authorized Signature

Member FDK CK-002

~~SECRET~~ " 1 7000 295 "

Treasurer's Check 498503

02/22/16

DATE _____

TO THE TOWN OF KENNEBUNKPORT
ORDER OF
PAY EXACTLY 壹壹ONE THOUSAND and 00/100 壹壹USDollars

 Security features included. Details on back.

[illegible]

PUBLIC HEALTH DEPT
MEMO

52-7450
2112

AUTHORIZED SIGNATURE

[illegible]

July.
It was Milton's wish

that you accept this check
as a token for all the
love and friendship you
share.

It is with my regrets
the depth of her appreciation
(we don't have enough money
for that ☺)

With love and gratitude
we (Angela & Betty)
thank you also -

May God bless you

Angela

Will Chapin took

A little something to
let you know how much
you're appreciated.





KENNEBUNKPORT PUBLIC HEALTH

February 22, 2016

ATT: Mary Jane Grant,

Please deposit this generous donation of \$1000 from the family of Doris Bott. This gift is to be deposited into the Nurses Fees and Donations Account # 06-01-21

Judy Barrett

 Kennebunk Savings		Treasurer's Check 498503	
		02/22/16 DATE	
TO THE TOWN OF KENNEBUNKPORT			
ORDER OF			
PAY EXACTLY ***ONE THOUSAND and 00/100***USDollars			
 Security features included. Details on back.			
			
MEMO PUBLIC HEALTH DEPT			
KENNEBUNK SAVINGS BANK KENNEBUNK, MAINE		52-7450 2112	
		 AUTHORIZED SIGNATURE	

CTC-001 REV. 10/10

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