TOWN OF KENNEBUNK

BOARD OF SELECTMEN

TUESDAY, AUGUST 9, 2016 – 6:00 P.M.

KENNEBUNK TOWN HALL

3rd FLOOR/ROOM 301

AGENDA

SPECIAL MEETING – 6:00 P.M.

Interview the following Candidates for Committees:

Committee on Aging: no current vacancies - The committee was informed of Judith Metcalf's interest in joining the committee and felt that with her medical experience in geriatrics, she would be a good addition to the committee.

- Judith Metcalf

Conservation & Open Space Planning Commission: Vacancies: (1) Reg. 2017, (1) Reg. 2019, (2) Alt. 2017

- Todd Bridgeo

Comprehensive Plan & Zoning Ordinance Update Committee: no current vacancies, although the committee would like to add two student representatives.

- Joseph E. Bergeon (KHS student, resident of Kennebunk)
- Kyle Ryan (KHS student, resident of Kennebunkport)

RSU 21 Cost-Sharing Amendment Committee: To represent Kennebunk, we are appointing (1) RSU 21 Director from Kennebunk and (2) At-Large members from Kennebunk – this new committee is being discussed in further detail later in the agenda

- Michael Mosher Director Member (1 Director vacancy)
- Richard Smith At-Large Member (2 At-Large vacancies)
- Lionel Menard At-Large Member (2 At-Large vacancies)

REGULAR MEETING – 6:30 P.M.

1. **Call to Order & The Pledge of Allegiance**
   I pledge allegiance to the flag of the United States of America, and to the republic for which it stands, one nation under God, indivisible, with liberty and justice for all.

2. **Minutes (2-3 minutes)**
   a. July 26, 2016 Regular Meeting

3. **Items to be Signed (3-5 minutes)**
   a. Items as Presented

4. Public Hearing(s) (20 minutes)

a. The Municipal Officers of the Town of Kennebunk will hold a Public Hearing to discuss the following:

Sarlo Enterprises, LLC d/b/a Aroma Joe's
NEW Victualer License Application
Located at 76 Portland Road

Town Manager's Note (not part of the public hearing notice):
Fire Department/Codes Office: Due to the renovations currently underway, the facility is not ready for a Fire & Life Safety Inspection. The Fire Chief's recommendation is to issue the licenses and hold until the following have occurred: Code Enforcement Officer's final inspection and Occupancy Permit issuance, and Fire Department's Fire & Life Safety Inspection.

Police Department: new license – nothing to report from police

MOTION: To approve the new Victualer License Application for Sarlo Enterprises, LLC d/b/a Aroma Joe's, contingent on final inspections by the Code Office and Fire Department and the issuance of the Certificate of Occupancy Permit.

b. The Municipal Officers of the Town of Kennebunk will hold a Public Hearing to discuss the following:

A Proposed Amendment to Zoning Article 10, Section 18
regarding Keeping of Horses

A copy of the proposed amendment is on file and may be reviewed in the Town Planner's and the Town Clerk's Office.

Town Manager's Note (not part of the public hearing notice):
The changes to Zoning Article 10, Section 18 (Keeping of Horses) would require a Town Meeting vote. If the Board wishes to send this to the Special Town Meeting on November 8, 2016, the motion could be as follows:

***MOTION:** To send the proposed changes to the Kennebunk Zoning Ordinance - Article 10, Section 18 to the Annual Town Meeting on November 8, 2016.*

c. The Municipal Officers of the Town of Kennebunk will hold a Public Hearing to discuss the following:

To hear public comment regarding the Proposed Amendment to Zoning Article 8, Sections 3, 4 and 7, regarding number of rental rooms permitted in B&B's in the Village Residential, Rural Conservation and Rural Residential Zoning Districts and Article 10, Sections 9 and 17 regarding the performance standards applicable to such Lodging uses.

A copy of the proposed amendment is on file and may be reviewed in the Town Planner's and the Town Clerk's Office.

Town Manager's Note (not part of the public hearing notice):
The changes to Zoning Article 8, Sections 3, 4 and 7 (number of rental rooms permitted in B&B's in the Village Residential, Rural Conservation and Rural Residential Zoning Districts) and Article 10, Sections 9 and 17 (performance standards applicable to such Lodging uses) would require a Town Meeting vote. If the Board wishes to send this to the Special Town Meeting on November 8, 2016, the motion could be as follows:

***MOTION:** To send the proposed changes to the Kennebunk Zoning Ordinance – Article 8, Sections 3, 4 and 7 and Article 10, Sections 9 and 17 to the Annual Town Meeting on November 8, 2016.*

5. **Public Comments (5-10 minutes)**

6. **Acknowledgements/Announcements (5-10 minutes)**

7. **Time Sensitive Business**

   a. Set the Tax Rate for 2016-2017 **(5-10 minutes)** – The Assessor, Dan Robinson, has completed the valuation updates and is preparing to finalize the mil rate. Dan will be providing the three choices for the tax rate at the meeting.

      MOTION: To set the Tax Rate for 2016-2017 at $_____.

   b. Set Tax Due Dates and Interest Rates **(5 minutes)** – The proposed property tax due dates for the coming year should be October 7, 2016 and April 7, 2017. The maximum allowed interest rate by state law for overdue tax balances for the coming year is 7%. Last year, we set the rate at the maximum. See attached sheet.

      MOTION: To set the Tax Due Dates for October 7, 2016 and April 7, 2017 with the interest rate on overdue tax balances at 7%.

   c. Discuss Awarding the Following Bids: **(25-35 minutes) -** For each of the following bids, the specifications and bid opening sheets are included in the packet, under a separate file, due to the size.

      1. **Fire – Sale of One (Used) Boat Trailer –** The Town received two bids for the sale of the Fire Department's used boat trailer.

         - John Costin & Rachel Phipps $150.00
           Kennebunk, ME

         - Turnbuckle Youth Program $150.00
           A 501c3 Educational non-profit
           Old Orchard Beach, ME

         Both bids were for $150.00. One bid was from a Kennebunk couple while the other was submitted by a Youth Program from OOB. How would the Board like to proceed?

      MOTION:

      2. **Police – One (New) 2017 Ford Explorer Police Package Vehicle -** We received one bid for the purchase of one 2017 Ford Explorer Police Utility Vehicle.

         - Arundel Ford, Arundel, ME $28,108.00

         We have budgeted $36,000 for this purchase.

         The Police Chief is recommending the bid of Arundel Ford at a price of $28,108.00.

      MOTION: To award the 2017 Ford Explorer Police Package Vehicle bid to Arundel Ford at a price of $28,108.00.

3. **Police – One (Used) 2014, 2015 or 2016 Program Vehicle (SUV) -** We received the following bids for the purchase of one 2014, 2015 or 2016 Police Program Vehicle:

Quirk Chevrolet, 100 Brighten Ave., Portland, ME

1.	2016 Chevrolet Traverse	6,731 miles	$37,283
2.	2015 Chevrolet Traverse	20,727 miles	$31,283
3.	2015 Chevrolet Traverse	28,291 miles	$26,838

Portsmouth Ford Used Car Center, 180 Mirona Rd, Portsmouth, NH

1.	2016 Ford Explorer	11,715 miles	$35,030

Starkey Ford, Inc., P.O. Box 37, York, ME

1.	2013 Ford Edge SEL	18,563 miles	$23,995
2.	2013 Ford Explorer Limited	21,370 miles	$29,335

Weirs Motor Sales, 1513 Portland Road, Arundel, ME

1.	2014 GMC Acadia	14,058 miles	$24,900

Arundel Ford, 1561 Portland Road, Arundel, ME

1.	2014 Ford Edge SEL	36,018 miles	$23,800
2.	2013 Ford Edge SEL	39,826 miles	$22,500

The Police Chief recommends awarding the bid for the 2013 Ford Edge SEL to Starkey Ford Inc., at a price of $23,995.

MOTION: To award the bid to Starkey Ford Inc. for the 2013 Ford Edge SEL at a price of $23,995.

4. **Public Services – One (New) 2016 or 2017 24 Inch Coldplaner-Asphalt Grinder -** We received eight bids for this purchase. They ranged from $15,450.00 to $21,799.00 (with the exception of one bid that came in at $62,990.00 from a vendor in Utah!).

Company	Bids	
Milton Cat	Base Bid (per vehicle):	$15,450.00
Scarborough, ME	Deduct Alt. 1 (allowance for trade-in)	n/a
Make/Model: Erskin Attachments CP24 Teeth: $18.16 ea. uses 60 teeth	Add Alt. 1 (extended warranty) extended coverage available	$0.00
Milton Cat	Base Bid (per vehicle):	$21,799.00
Scarborough, ME	Deduct Alt. 1 (allowance for trade-in)	n/a
Make/Model: Caterpillar PC306B Teeth: $6.35 ea. uses 60 teeth Teeth: $6.70 ea. uses 60 teeth	Add Alt. 1 (extended warranty) extended coverage available	$0.00
HP Fairfield	Base Bid (per vehicle):	$18,950.00
Scarborough, ME	Deduct Alt. 1 (allowance for trade-in)	n/a
Make/Model: 2017 Bradco HP600 Teeth: $488 for 47 teeth	Add Alt. 1 (extended warranty) extended coverage available	$0.00
Beauregard	Base Bid (per vehicle):	$18,845.00
Scarborough, ME	Deduct Alt. 1 (allowance for trade-in)	n/a
Make/Model: Case HP24 Teeth:	Add Alt. 1 (extended warranty) extended coverage available	$0.00

Chadwick-Baross	Base Bid (per vehicle):	$21,124.00
Westbrook, ME	Deduct Alt. 1 (allowance for trade-in)	n/a
Make/Model: Bradco HP600 Teeth: extra teeth/bits $1,112.00 Control handle kit: $1,202.00	Add Alt. 1 (extended warranty) extended coverage available	$0.00
Asphalt Zipper	Base Bid (per vehicle):	$62,990.00
American Fork, UT	Deduct Alt. 1 (allowance for trade-in)	n/a
Make/Model: Asphalt Zipper A2-200 Teeth:	Add Alt. 1 (extended warranty) extended coverage available	$7,200.00
Ambrose Equip. Co.,	Base Bid (per vehicle):	$20,600.00
Plainville, MA	Deduct Alt. 1 (allowance for trade-in)	n/a
Make/Model: Bradco HP600 Teeth:	Add Alt. 1 (extended warranty) extended coverage available	$0.00
MB Tractor & Equip.	Base Bid (per vehicle):	$15,575.00
Eliot, ME	Deduct Alt. 1 (allowance for trade-in)	n/a
Make/Model: Road Hog CP24G5 Teeth:	Add Alt. 1 (extended warranty) extended coverage available	$3,500.00

We have budgeted $30,000 for this purchase.

The Director of Public Services is recommending the bid from MB Tractor & Equip. for the Road Hog CP24G5 at a price of $15,575.00, without the extended warranty.

MOTION: To award the 24 Inch Coldplanner-Asphalt Grinder bid to MB Tractor & Equip. for the Road Hog CP24G5 at a price of $15,575.00.

5. **Public Services – One (New) 2016 or 2017 Road Shouldering Machine -** We received one bid for this purchase:

Company	Bids	
Ambrose Equip. Co.	Base Bid (per vehicle):	$34,000.00
Plainville, MA	Deduct Alt. 1 (allowance for trade-in)	n/a
Make/Model: Road Widener FH Model-R/H	Add Alt. 1 (extended warranty) extended coverage available	$0.00

We have budgeted $35,000 for this purchase.

The Director of Public Services is recommending the bid from Ambrose Equip. Co. for the Road Widener FH Model-R/H at a price of $34,000.00.

MOTION: To award the Road Shouldering Machine bid to Ambrose Equip. Co. for the Road Widener FH Model-R/H at a price of $34,000.00.

6. **Public Services – One (New) 2016 or 2017 Single Axle Dump Truck -** We received eight bids for this purchase, which ranged from $162,170.00 to $170,089.00.

Company	Bids	
1. O'Connor Motor Co.	Base Bid (per vehicle):	$170,089.00
Portland, ME	Deduct Alt. 1 (allowance for trade-in)	n/a
Make/Model: Western Star 4700 SF	Add Alt. 1 (extended warranty)	$7,018.00
Body Manufacturer: Everest		

2. O'Connor Motor Co.	Base Bid (per vehicle):	$167,450.00
Portland, ME	Deduct Alt. 1 (allowance for trade-in)	n/a
Make/Model: Western Star 4700 SF	Add Alt. 1 (extended warranty)	$7,018.00
Body Manufacturer: Viking Cleaves		
3. Portland North	Base Bid (per vehicle):	$169,864.00
Falmouth, ME	Deduct Alt. 1 (allowance for trade-in)	n/a
Make/Model: Int'l 7400 SFA 4x2	Add Alt. 1 (extended warranty)	$5,200.00
Body Manufacturer: Everest SDS 10' SS		
4. Portland North	Base Bid (per vehicle):	$167,215.00
Falmouth, ME	Deduct Alt. 1 (allowance for trade-in)	n/a
Make/Model: Int'l 7400 SFA 4x2	Add Alt. 1 (extended warranty)	$5,200.00
Body Manufacturer: Viking Proline PL1011SD SS		
5. Freightliner of Me.	Base Bid (per vehicle):	$169,313.00
Westbrook, ME	Deduct Alt. 1 (allowance for trade-in)	n/a
Make/Model: Western Star 4700	Add Alt. 1 (extended warranty)	$4,458.00
Body Manufacturer: Everest SS10		
6. Freightliner of Me.	Base Bid (per vehicle):	$166,674.00
Westbrook, ME	Deduct Alt. 1 (allowance for trade-in)	n/a
Make/Model: Western Star 4700	Add Alt. 1 (extended warranty)	$4,458.00
Body Manufacturer: Viking Cleaves SS		
7. Freightliner of Me.	Base Bid (per vehicle):	$164,809.00
Westbrook, ME	Deduct Alt. 1 (allowance for trade-in)	n/a
Make/Model: Freightliner 108SD	Add Alt. 1 (extended warranty)	$4,901.00
Body Manufacturer: Everest SDS 10' SS		
8. Freightliner of Me.	Base Bid (per vehicle):	$162,170.00
Westbrook, ME	Deduct Alt. 1 (allowance for trade-in)	n/a
Make/Model: Freightliner 108SD	Add Alt. 1 (extended warranty)	$4,901.00
Body Manufacturer: Viking Cleaves PL1011 SS		

We have budgeted $170,000 for this purchase.

The Director of Public Services is recommending the bid from Freightliner of Me. for the Viking Cleaves SS Western Star 4700, with no extended warranty, at a price of $166,674.00.

MOTION: To award the Single Axle Dump Truck to Freightliner of Me. for the Viking Cleaves SS Western Star 4700 at a price of $166,674.00.

7. **Public Services/Recreation – One (New) 2016 or 2017 (14) Passenger Van -** We received the following bids for this purchase:

Company	Bids	
W.C. Cressey & Son, Inc.	Base Bid (per vehicle):	$52,000.00
Kennebunk, ME	Deduct Alt. 1 (allowance for trade-in)	n/a
Make/Model: Express or Savanah		
Body Manufacturer: GM 33803	Add Alt. 1 (extended warranty) depends on coverage	$1,500.00-$2,000.00
W.C. Cressey & Son, Inc.	Base Bid (per vehicle):	$54,176.00
Kennebunk, ME	Deduct Alt. 1 (allowance for trade-in)	n/a
Make/Model: Express or Savanah Body Manufacturer: GM 33803	Add Alt. 1 (extended warranty) depends on coverage	$1,500.00 - $2,000.00

We have budgeted $48,000 for this purchase.

The Director of Public Services is recommending the bid from W.C. Cressey & Son, Inc. at a price of $54,176.00, without the extended warranty. The bid for $52,000.00 did not meet our bid specifications.

MOTION: To award the (14) Passenger Van bid to W.C. Cressey & Son, Inc. at a price of $54,176.00.

8. **Public Services/Recreation – One (New) 2016 or 2017 Travel Bus -** We received the following bids for this purchase:

Company	Bids	
W.C. Cressey & Son, Inc.	Base Bid (per vehicle):	$95,287.00
Kennebunk, ME	Deduct Alt. 1 (allowance for trade-in)	n/a
Body Manufacturer: Freightliner Chassis, Thomas Body	Add Alt. 1 (extended warranty) depends on coverage	$2,550.00 - $3,600.00
W.C. Cressey & Son, Inc.	Base Bid (per vehicle):	$107,717.00
Kennebunk, ME	Deduct Alt. 1 (allowance for trade-in)	n/a
Body Manufacturer: Freightliner Chassis, Thomas Body	Add Alt. 1 (extended warranty) depends on coverage	$2,550.00 - $3,600.00
O'Connor GMC	Base Bid (per vehicle):	$97,582.00
Portland, ME	Deduct Alt. 1 (allowance for trade-in)	n/a
Make/Model: Chevrolet 3500HD, CK36003	Add Alt. 1 (extended warranty)	$0
Body Manufacturer: Blue Bird BBCV 3310		

We have budgeted $88,000 for this purchase.

The first bid from W.C. Cressey & Son, Inc. for $95,287.00 did not meet our bid specifications.

The Director of Public Services is recommending the bid from O'Connor GMC for the Chevrolet 3500HD at a price of $97,582.00.

MOTION: To award the Travel Bus bid to O'Connor GMC for the Chevrolet 3500HD at a price of $97,582.00.

8. Old Business (2nd Reading)

a. York County Public Works Mutual Aid Agreement **(5-7 minutes)** –This mutual aid agreement allows Towns within York County to share equipment/resources during emergencies as well as non-emergencies. The agreement defines the role of the participating communities.

MOTION: To approve the York County Public Works Mutual Aid Agreement.

b. Discuss a Violation in the Resource Protection and Shoreland Overlay Districts on Great Hill Road **(30 minutes) –** As you are aware, the Town's Code Enforcement Officer issued a Notice of Violation for the cutting of vegetation on land adjacent to "Strawberry Island" that was cut during the late winter/early spring of this year (violation observed on February 23, 2016). Properties involved were

owned by Kennebunk Land Trust (KLT) Tax Map 97, Lot 37 and Kennebunk Beach Improvement Association (KBIA) Tax Map 97, Lot 38.

This item is being forwarded to the Board of Selectmen for options on how to proceed with enforcement action as a result of this violation. This land use violation can be remedied as an administrative action (consent agreement) or under the Maine Rules of Civil Procedure as an 80K Land Use violation, whereby the Town would attempt to have the violation and resulting enforcement action adjudicated at the District Court level. It has not been the practice of the Town to rush to court and the Town Attorney has often suggested the Town seek to remedy land use violations as an administrative matter, rather than rely on the Court system.

Town Staff has met with representatives from KLT and KBIA. Attached is a memo summarizing the discussions and relevant information along with a draft consent agreement. KLT has been very cooperative in bringing this to a closure (it does not appear that KBIA was a willing participant in the violation.)

Should the Board consider imposing a fine, perhaps the fine could be applied to the Open Space Fund account, for future land preservation.

Paul Demers will be available at the meeting to answer any questions the Board may have.

MOTION: To approve the consent agreement with a fine of $_____ to be applied to the Open Space Fund account for future land preservation.

9. New Business (1st Reading)

a. Discuss a Citizen Petition Regarding the Dams for three Non-Binding Questions to be Included on the Referendum Ballot for the 11-08-2016 General Election **(25-30 minutes)** – Attached is the petition that was received this week. The Town Clerk has verified 450 signatures, which exceeds the required number of 422. The Charter requires the number of signatures to meet or exceed 7% of those that voted in the last gubernatorial election. With the required signatures having been met, the question qualifies to be on the November Town Meeting warrant. The questions would be on the warrant as written on the petition (changes to the questions are not permissible):

> "Do you favor the Kennebunk Light and Power District continuing to invest in hydropower generation facilities along the Mousam River?"
>
> "Do you want the opportunity to vote on any, and/or all of the following questions before the Trustees of the Kennebunk Light and Power District make a final decision on them: whether the Dane Perkins Dam, Twine Mill Dam, and/or Kesslen Dam should continue to generate hydropower, remain in place, and/or be removed?"
>
> "Do you favor the Town of Kennebunk maintaining and improving the existing conditions along the Mousam River, in particular, mill pond areas and water levels sufficient to allow the continuation of existing recreational activities, by keeping the Dane Perkins, Twin Mill, and Kesslen Dams in place, whether or not said dams continue to generate hydropower?"

MOTION: To send these questions as written on the citizen petition to the November 8, 2016 Town Meeting warrant.

b. Discuss a Possible Consumer Fireworks Ordinance **(20 minutes) –** The Police Department has provided a list of the surrounding communities that have complete fireworks bans (4), partial fireworks bans (5), and no fireworks ordinance (13). They have also included a graph depicting the complaints received since 2012. Fire Chief Jeff Rowe indicated they have not logged any fireworks-related injuries from 2000 to the present time.

If the Town wishes to restrict fireworks, this would need to be accomplished with a local ordinance, which would require a Town vote. Police Chief MacKenzie and Fire Chief Rowe will be available to answer any questions the Board may have.

Also included in the packet is the State of Maine's "General Guide to Consumer Fireworks Use", which provides the guidelines (per Maine Public Law Chapter 416) to communities that have no ordinance restricting or prohibiting the use of consumer fireworks in their community.

This item was introduced at the last meeting by Selectmen Schulte and Morin.

How would the Board like to proceed?

MOTION:

c. Discuss RSU 21 Cost-Sharing Agreement **(25-30 minutes) –** The cost-sharing agreement between Arundel, Kennebunk and Kennebunkport approved in 2012, called for a 5-year and a 10-year review from inception. This is the fifth year (FY2016-17) and falls within the parameters for a meeting to discuss the agreement.

The Town needs to appoint three members for this review; one Kennebunk School Board member and two At-Large residents.

The Committee will be meeting on August 10th at 6:00 p.m. (see attached agenda) and August 17th at 6:00 p.m. If a third meeting were needed, that would be held on August 24th at 6:00 p.m. Meetings are open to the public and will be held at the Kennebunk Elementary School in Room A102. The cost-sharing agreement is attached for your review.

As indicated during the Special Meeting at the beginning of this meeting, Michael Mosher has offered to represent the Town as the School Board member and Richard Smith and Lionel Menard have expressed interest in serving as the two At-Large members.

MOTION: To appoint Michael Mosher to the Director position and Richard Smith and Lionel Menard to the At-Large positions on the RSU 21 Cost-Sharing Amendment Committee (no terms).

d. Discuss New Positions Approved at the Annual Town Meeting **(25-30 minutes)** – The community approved the funding of three new positions this past June at the Annual Town Meeting. The job descriptions for the one Computer Systems Specialist position, two Fire Captain positions and one Truck Driver are attached for your perusal. Staff will be present to share additional information (being compiled) on the work duties, staffing changes, outstanding projects, alternate growth skills, maintenance and outsourcing of services that potentially could be brought in-house.

The purpose of this discussion is to ensure the vision for these positions is shared by the Board and staff moving forward.

MOTION:

e. Discuss Hear an Update on the Waterhouse Center Floor Improvements **(10 minutes)** – The Waterhouse Center floor improvements are nearly complete. The new floor coating is an outdoor surface product similar to a tennis court surface made for concrete. The coating will enable better youth/elder activities with less impact on the joints of participants. The coating will be green with appropriate white lines and this coating will allow for more activities. The material cost of $3,400 and applicator cost of $1,200 was contributed by the Waterhouse Youth Foundation. The work to apply the coating is estimated at $2,500, will come from our Public Services Division budget, and should be completed within a week. Outsourcing this job was estimated to be $10,000+/-, with the Town still doing some of the work.

This article was requested by Selectman Karytko.

No motion is necessary.

f. Hear an Update on Roads to be Improved **(10 minutes)** – The current listing of roads to be improved this fall is a combination of roads from the previous budgetary cycle and new budget allocations.

Name of Road	Fall 2016	Spring 2017	New/Old Budget
Boothby Road	X		O
Bourne Street	X		O
Dutcher Lane	X		N
Emmons Road	X		O
Holland Road		X	N
Southgate Road	X		N
Thompson Road	X		O
Woodhaven Drive		X	N
Woodland Avenue	X		O
Valley Avenue	X		N
Route One Drainage	X		O
Eastern Trail	X		O
Central Fire Station Catch Basin	X		O
Plummer Lane	X		O
Caly Hollow Culvert	X		O
Cross Street, Wallace Street Traffic Markings, Cheshire Meadows, Harrisecket Road, Maguire Road and Warren's Way	X		O
Crack Sealing (17.37 miles) Alewive Road (Compact) Alfred Road, Portland Road, Summer Street, Western Avenue, Brown Street, Sea Road, Ross Road, Beach Avenue	X		O

This article was requested by Selectman Karytko.

MOTION:

g. Discuss Boards and Committees (resignations/appointments, if any) **(2-3 minutes)**

- **Accept the Following Resignation(s):**

  Virginia Brooks Griffith – Economic Development Committee, Regular 2017

MOTION: To accept the resignation of Virginia Brooks Griffith from the EDC and send a letter thanking her for her service.

- **Appointment of Resident(s) being interviewed at the beginning of the meeting:**

Applicant	Committee	Vacancies
Judith Metcalf	Committee on Aging	no vacancies. If the Board wishes to appoint Judith, the appointment could be to a term of 2019, 2018 or 2017. Our current membership consists of 4 members with terms expiring in 2019, 3 expiring in 2018, and 3 expiring in 2017.
Todd Bridgeo	Cons. & Open Space Planning Comm.	(1) Reg. 2017, (1) Reg. 2019, (2) Alt. 2017
Joseph E. Bergeon	Comp. Plan & Zoning Ord. Update Comm.	no vacancies (comm. is seeking 2 student reps.)
Kyle Ryan (non-res.)	Comp. Plan & Zoning Ord. Update Comm.	no vacancies (comm. is seeking 2 student reps.)

If the Board wishes to make the appointment(s), the motion could be as follows:

MOTION: To appoint Judith Metcalf to the Committee on Aging with a term expiring in 2018.

MOTION: To appoint Todd Bridgeo as a Regular Member on the Conservation & Open Space Planning Commission for a term expiring in 2019.

MOTION: To appoint Joseph Bergeon and Kyle Ryan as Student Representatives on the Comprehensive Plan & Zoning Ordinance Update Committee (no terms).

h. Discuss Any Other Business **(2-3 minutes)**

10. Selectmen's Comments

a. Subcommittee Reports (if any)
b. Individual Selectmen Comments

11. Town Manager's Comments/Notes

a. **Upcoming Events and Workshops:**

- Summer Meeting Schedule: The **August 23rd** Selectmen's Meeting has been Canceled – The next regular meeting will be held on September 13th.
- **Tuesday, September 6** – Board of Selectmen Workshop on TIFs will be held at 6:30 p.m. on the third floor of the Town Hall.
- **Tuesday, October 4** – Board of Selectmen Workshop on Committees will be held at 6:30 p.m. on the third floor of the Town Hall.

b. **Items scheduled for a 2nd Readings (at the 7/12/16 meeting) will be discussed at a future meeting:**
    - Park Use Ordinance (September 13th)

12. Executive Session(s)

a. Discuss an Economic Development Matter with the Town Manager, Economic Development Director and Finance Director regarding an economic development matter where premature disclosure of the same would prejudice the competitive bargaining position of the Town relative to the same - Title 1 MRSA Sec. 405(6)(C)

13. Adjournment

Special Meeting 6:00 p.m. (interviews)

Kathy Nolette

From: noreply@civicplus.com
Sent: Wednesday, June 08, 2016 5:11 PM
To: Kathy Nolette
Subject: Online Form Submittal: Committee Volunteer Form

✓ 6:00 pm 8/9/16

Committee Volunteer Form

Step 1

Town of Kennebunk, Maine

Committee Volunteer Form

First Name	Judith
Last Name	Metcalf
Street Address	Caly Hollow Road
Mailing Address	Kennebunk, Maine 04043
Daytime Phone #	
Cell Phone #	
E-Mail Address	
Board/Committee/Commission I wish to be considered for appointment to:	Committee on Aging

Step 2

Term and Membership Status	Regular Membership Status (3-year term)
Do you currently serve on any Town Committee?	no
If so, please list the committee.	Not currently serving
Years of Service	Not currently serving
Occupation	Nurse Practitioner
Employer	UNE
List any Civic Organizations to which you belong:	Advisory Board Member Paul Hazelton House VOA low income housing property in Saco, Maine President, Dirigo Maine Geriatrics Society American Geriatrics Society Gerontological Society of America

Step 3

1. Do you have any questions about what the committee does or its mission?	No
2. Do you have any practical experience or formal education that would be related to the committee?	Experience as a Nurse Practitioner focusing on older adult health Experience directing federal grant related to education and training of health professionals in older adult health issues Great interest in contributing to community implementation strategies that support happiness, social engagement, exercise and quality of living and life for older adults.
3. Why would you like to be on the committee?	To contribute creative energy to accomplishing the above for our community.
4. Are you aware of the time involved and would you be able to attend, at the minimum, 75% of all committee meetings? Please note: Failure to attend three regular meetings in a row or 25% of all meetings in a six-month period may result in forfeiture of your position on the committee.	Yes
5. Do you have any conflict of interest that might involve either direct or indirect financial gain or other gain?	My husband, Bob Metcalf, is on the Planning Board
6. Do you have anything you would like to add?	As above

Thank you for volunteering to serve your community.

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Kathy Nolette

From: noreply@civicplus.com
Sent: Wednesday, July 20, 2016 3:01 PM
To: Kathy Nolette
Subject: Online Form Submittal: Committee Volunteer Form

✓ 6:00pm 8/9/16

Committee Volunteer Form

Step 1

Town of Kennebunk, Maine

Committee Volunteer Form

First Name	Todd
Last Name	Bridgeo
Street Address	Mere Lane, Kennebunk, ME 04043
Mailing Address	Mere Lane, Kennebunk, ME 04043
Daytime Phone #	
Cell Phone #	*Field not completed.*
E-Mail Address	
Board/Committee/Commission I wish to be considered for appointment to:	Conservation & Open Space Planning Commission

Step 2

Term and Membership Status	Alternate Membership Status (1-year term)
Do you currently serve on any Town Committee?	no
If so, please list the committee.	Not currently serving
Years of Service	Not currently serving
Occupation	Environmental Engineer
Employer	Weston & Sampson Engineers, Inc.
List any Civic Organizations to which you belong:	None

Step 3

1. Do you have any questions about what the committee does or its mission?	Not at this time.
2. Do you have any practical experience or formal education that would be related to the committee?	I have undergraduate and graduate degrees in environmental science/engineering. I also have more than 10 years of professional experience working as a consulting engineer on projects throughout new England involving wetlands, watershed management, storm water management, and water quality testing.
3. Why would you like to be on the committee?	As a newly relocated resident to Kennebunk, I'm eager to get involved in my community. Through my previous work experience I've had the chance to interface with local conservation committees, allowing them to see the good work they do.
4. Are you aware of the time involved and would you be able to attend, at the minimum, 75% of all committee meetings? Please note: Failure to attend three regular meetings in a row or 25% of all meetings in a six-month period may result in forfeiture of your position on the committee.	Yes.
5. Do you have any conflict of interest that might involve either direct or indirect financial gain or other gain?	No.
6. Do you have anything you would like to add?	I feel that my background would make me a valuable member of the committee. If you have any questions about my application, but I'd be happy to meet with the members to discuss further. I look forward to hearing from you.

Thank you for volunteering to serve your community.

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Town of Kennebunk, Maine

Received: 7/25/16
2:15pm

✓ 6:00pm
8/9/16

Committee Volunteer Form

(please type or print clearly)

Full Name Joseph E Bergeon

Street Address Powder Mill Dr

Mailing Address (if different from street address) _____

Daytime Phone # _____ Cell Phone # _____

E-Mail Address _____

I wish to be considered for appointment to the: Comprehensive Planning Committee

(Check one or both):

Regular Membership Status (3-year term) _____

or

Alternate Membership Status (1-year term) _____

(Alternates vote if Regular member absent)

Town Use Only:

Committee: _____

Membership: Regular or Alternate

Term ends: _____

Do you currently serve on any Town committee? No

If so, please list the committee and the number of years of service _____

_____

Occupation Student

Employer _____

List any civic organizations to which you belong: _____

_____

Please complete questions on back of this form

1. Do you have any questions about what the committee does or its mission?

2. Do you have any practical experience or formal education that would be related to the committee?
I have been involved in matters with the RSU 21 School Board, Maine YMCA Youth in Government, and Maine Forensic Association Speech and Debate.

3. Why would you like to be on the committee?
I would like to contribute to the town through community service as a member of the committee representing high school students.

4. Are you aware of the time involved and would you be able to attend, at the minimum, 75% of all committee meetings?
Yes

5. Do you have any conflict of interest that might involve either a direct financial gain or other gain?
No

6. Do you have anything you would like to add?

SIGNATURE: Joe Bergeron

Thank you for volunteering to serve your community.

Please return form by (1) mailing or dropping off to the Town Manager's Office, 1 Summer Street, Kennebunk, ME 04043, (2) emailing to knolette@kennebunkmaine.us, or (3) faxing to: 207-985-4609.

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Thank you for considering serving the Town on one of the many Town committees.

Kathy Nolette

From: Mathew Eddy
Sent: Thursday, July 21, 2016 11:15 AM
To: Joseph Bergeon
Cc: Kathy Nolette; Robert Metcalf (Pl. Bd. Rep.); Charlie Galloway; Susan Cressey
Subject: RE: Kennebunk Economic Development Council
Attachments: Draft Document--full inventory.docx

From: Joseph Bergeon [mailto:19jbergeon@rsu21.net]
Sent: Thursday, July 21, 2016 10:32 AM
To: Mathew Eddy
Subject: Kennebunk Economic Development Council

Dear Mr. Eddy,

My name is Joe Bergeon, an incoming sophomore at Kennebunk High School. Just yesterday the student body was made aware of the opportunity to sit on the Economic Development Council's Comprehensive Planning Committee, and I am very excited and interested in the offer.

I am a strong student and a member of the KHS Swim Team, KHS Debate Team, and participant in the YMCA Maine Youth in Government Program, in which I had a particular focus as a lobbyist and special adviser to the Financial Affairs Committee. I have long had a passionate interest in political science and public policy, and hope to study both in the future.

This seems to be a great opportunity to serve the community in a capacity focused on the overall improvement of the town's economy. I was previously involved to varying extents in the RSU 21 Renovation Budget issue, the Kesslen Dam removal issue, and local and statewide election campaigns. This is an opportunity I would love to be involved in. Any information you could provide about the Committee would be wonderful to have.

Sincerely,
Joe Bergeon

Kathy Nolette

From: noreply@civicplus.com
Sent: Monday, July 25, 2016 1:53 PM
To: Kathy Nolette
Subject: Online Form Submittal: Committee Volunteer Form

non-resident
✓ 6:00 pm
8/9/16

Committee Volunteer Form

Step 1

Town of Kennebunk, Maine

Committee Volunteer Form

First Name	Kyle
Last Name	Ryan
Street Address	Roberts Lane
Mailing Address	Kennebunkport, ME 04046
Daytime Phone #	
Cell Phone #	
E-Mail Address	
Board/Committee/Commission I wish to be considered for appointment to:	Comprehensive Plan & Zoning Ord. Update Comm.

Step 2

Term and Membership Status	Youth Membership Status (1-year term)
Do you currently serve on any Town Committee?	no
If so, please list the committee.	Not currently serving
Years of Service	Not currently serving
Occupation	High School Student/Dishwasher/Intern
Employer	KHS/Ryans Corner House/University of New England
List any Civic Organizations to which you belong:	RSU 21 Board of Directors

Step 3

1. Do you have any questions about what the committee does or its mission?	Not at the moment, I met with Matthew Eddy, who is the coordinator for the committee and has answered any questions I had.
2. Do you have any practical experience or formal education that would be related to the committee?	I recently served on the RSU21 Strategic Planning and got some experience with create a long term plan that will be used as guideline which is similar to the goals of this committee.
3. Why would you like to be on the committee?	I would like to be on this committee to learn about the comprehensive plan and hopefully help to update this and the zoning ordinances with a students point of view and perhaps shed light on some things that the other members may not have. I would also be excited to learn about the various parts of the plan and how they work and their current goals. It would be a great experience for me to gain knowledge of the goings on of the town and then likely be able to bring these back to high school kids and try to get them more involved with how the town of Kennebunk runs and hopefully develop more interest from students.
4. Are you aware of the time involved and would you be able to attend, at the minimum, 75% of all committee meetings? Please note: Failure to attend three regular meetings in a row or 25% of all meetings in a six-month period may result in forfeiture of your position on the committee.	Yes.
5. Do you have any conflict of interest that might involve either direct or indirect financial gain or other gain?	No.
6. Do you have anything you would like to add?	Not that I can think of. I appreciate the consideration and would love to serve on this committee.

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Kathy Nolette

From: Barry Tibbetts
Sent: Friday, July 22, 2016 7:13 AM
To: Kathy Nolette
Subject: Fwd: Cost Sharing. FOR AGENDA on 9th

From: Mike Mosher <[redacted]
Date: July 22, 2016 at 6:42:55 AM EDT
To: Barry Tibbets <btibbetts@kennebunkmaine.us>
Subject: Cost Sharing

Hi Barry,

I hope things are well.

The downtown looks great!!

A lot of areas in town have seen noticeable improvements which I think people have recognized.

I am interested in being considered to serve as the board representative on this committee (Cost Sharing Committee).

Thanks,
Mike

Sent from my Galaxy Tab® S2

Kathy Nolette

From: noreply@civicplus.com
Sent: Wednesday, July 27, 2016 11:51 AM
To: Kathy Nolette
Subject: Online Form Submittal: Committee Volunteer Form

Committee Volunteer Form

Step 1

Town of Kennebunk, Maine

Committee Volunteer Form

First Name	Richard
Last Name	Smith
Street Address	Summer Street
Mailing Address	Summer Street
Daytime Phone #	
Cell Phone #	
E-Mail Address	
Board/Committee/Commission I wish to be considered for appointment to:	RSU 21 Cost-Sharing Amendment Committee

Step 2

Term and Membership Status	Regular Membership Status (3-year term)
Do you currently serve on any Town Committee?	yes
If so, please list the committee.	Planning Board
Years of Service	6-10
Occupation	business owner
Employer	Lee Baxter Enterprises Inc
List any Civic Organizations to which you belong:	Masons

Step 3

1. Do you have any questions about what the committee does or its mission?	No questions as I served on the 2013 RSU cost sharing committee
2. Do you have any practical experience or formal education that would be related to the committee?	I hold an MBA from Babson College
3. Why would you like to be on the committee?	This is an important issue for our town and I believe my experience on this committee will be of value.
4. Are you aware of the time involved and would you be able to attend, at the minimum, 75% of all committee meetings? Please note: Failure to attend three regular meetings in a row or 25% of all meetings in a six-month period may result in forfeiture of your position on the committee.	yes
5. Do you have any conflict of interest that might involve either direct or indirect financial gain or other gain?	no
6. Do you have anything you would like to add?	no

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Email not displaying correctly? View it in your browser.

Town of Kennebunk, Maine

Received: 8/1/16

Committee Volunteer Form

(please type or print clearly)

Full Name Lionel Menard

Street Address 5 Sea Rd

Mailing Address (if different from street address) _____

Daytime Phone # _____ Cell Phone # _____

E-Mail Address _____

I wish to be considered for appointment to the: At Large MBR For Cost Sharing Committee

(Check one or both): 3 WEEKS

Regular Membership Status (3-year term) _____

or

Alternate Membership Status (1-year term) _____

(Alternates vote if Regular member absent)

Town Use Only:

Committee: _____

Membership: Regular or Alternate

Term ends: _____

Do you currently serve on any Town committee? No

If so, please list the committee and the number of years of service _____

Occupation Retired

Employer _____

List any civic organizations to which you belong: School Board - RSU21

Please complete questions on back of this form

1. Do you have any questions about what the committee does or its mission?
No

2. Do you have any practical experience or formal education that would be related to the committee?
MBA

3. Why would you like to be on the committee?
Review the Equity of cost sharing of all 3 towns.

4. Are you aware of the time involved and would you be able to attend, at the minimum, 75% of all committee meetings? *Please note: Failure to attend three regular meetings in a row or 25% of all meetings in a six-month period may result in forfeiture of your position on the committee.*
Yes

5. Do you have any conflict of interest that might involve either a direct financial gain or other gain? No

6. Do you have anything you would like to add?

SIGNATURE:

Thank you for volunteering to serve your community.

Please return form by (1) mailing or dropping off to the Town Manager's Office, 1 Summer Street, Kennebunk, ME 04043, (2) emailing to knolette@kennebunkmaine.us, or (3) faxing to: 207-985-4609.

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Thank you for considering serving the Town on one of the many Town committees.

(RSU 21 Cost-Sharing Amendment Comm. – received Mon, 8/8/16)

Kathy Nolette

From: noreply@civicplus.com
Sent: Monday, August 08, 2016 10:53 AM
To: Kathy Nolette
Subject: Online Form Submittal: Committee Volunteer Form

✓ Interview 6:00 pm 8/9/16

Committee Volunteer Form

Step 1

Town of Kennebunk, Maine

Committee Volunteer Form

First Name	Gayle
Last Name	Asmussen Spofford
Street Address	Summer Street
Mailing Address	Summer Street
Daytime Phone #	
Cell Phone #	
E-Mail Address	
Board/Committee/Commission I wish to be considered for appointment to:	RSU 21 Cost-Sharing Amendment Committee

Step 2

Term and Membership Status	Regular Membership Status (3-year term)
Do you currently serve on any Town Committee?	no
If so, please list the committee.	Not currently serving
Years of Service	Not currently serving
Occupation	Cemetery Maintenance
Employer	Self
List any Civic Organizations to which you belong:	RSU 21 Finance Comm and Curriculum Design Comm community member

Step 3

1. Do you have any questions about what the committee does or its mission?	None
2. Do you have any practical experience or formal education that would be related to the committee?	MSAD 71 Board of Directors, Consolidation team, RSU21 Board of Directors, Finance comm, SAD 71, RSU 21, Curriculum Design Comm, SAD 71, RSU 21, Vice Chair SAD 71. BS Accounting.
3. Why would you like to be on the committee?	I have historical knowledge of the consolidation discussions and the intent of the town of Kennebunk with regard to the cost sharing. In addition having served on the finance committee first as a Board member and then as a community representative I continue to have knowledge of the discussions and the intent of the parties.
4. Are you aware of the time involved and would you be able to attend, at the minimum, 75% of all committee meetings? Please note: Failure to attend three regular meetings in a row or 25% of all meetings in a six-month period may result in forfeiture of your position on the committee.	I am aware of the short-term nature and thus the intense meeting schedule that will result starting with the first meeting 8/10/16.
5. Do you have any conflict of interest that might involve either direct or indirect financial gain or other gain?	I have no conflict of interest at this time as I do not serve on the RSU Board or any committees as a voting member.
6. Do you have anything you would like to add?	The original consolidation agreement does provide for periodic review of the cost sharing formula. My intent is to protect the taxpayers of Kennebunk from overpaying their fair share of the negotiated provisions.

Thank you for volunteering to serve your community.

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2

(MINUTES)

TOWN OF KENNEBUNK

BOARD OF SELECTMEN MINUTES

July 12, 2016 - 6:15 P.M.

SPECIAL MEETING – 6:15 P.M.

Interview the following Candidate for Committees:

Name	Committee
Daniel Lyons	Comprehensive Plan & Zoning Ord. Update Comm. no terms

Note: Bob Metcalf, Chairman of the Comprehensive Plan & Zoning Ordinance Update Committee, recruited Dan Lyons to this committee because of his background and interest in the community. Bob noted Dan had provided support during the first plan in the 1990's as Chairman of the Planning Board; Dan also has a keen interest in transportation and bikeways.

DISCUSSION:
Daniel Lyons was interviewed. He said that he has been focused on traffic engineering and has interests in bikeways and transportation as stated above. Schulte said that now is a good time to work on the kind of interests that Lyons was referring to. Karytko added that the Comprehensive Plan and Zoning Ordinance Update Committee is full of good people but noted that it is not easy to be on the Committee. Lyons concurred with Karytko and added that he wants more young people to be involved with the things that he hopes to work on, also saying that many have made this point.

DRAFT

1. **REGULAR MEETING – 6:30 P.M.**

On July 12, 2016, at 6:30 P.M., in Room 301 of the Town Hall, Richard Morin, Vice Chairman of the Board of Selectmen for the Town of Kennebunk, called to order the Regular Meeting of the Board of Selectmen. Present were Selectmen L. Blake Baldwin, Richard Morin, Edward Karytko, Daniel Boothby, Christopher Cluff, Shiloh Schulte and Deborah Beal.

Also in attendance were Town Manager, Barry Tibbetts, Finance Director, Joel Downs and Town Attorney, Bill Dale.

The Chair proceeded to the next item.

2. **MINUTES**

   a. May 24, 2016 Regular Meeting

DISCUSSION:
None.
There were no public comments.

A motion was made to approve the June 28, 2016 Regular Meeting Minutes.

MOVED:	**Cluff**
SECONDED:	**Karytko**
MODIFICATIONS:	**None**
VOTE:	**5 in favor, 2 abstained (Schulte and Baldwin). The motion passed.**

The Chair proceeded to the next item.

3. ITEMS TO BE SIGNED

None.

The Chair proceeded to the next item.

4. PUBLIC HEARING(S)

a. The Municipal Officers of the Town of Kennebunk will hold a Public Hearing to act on the following:

Jean Krull d/b/a Mainely Meatballs
for new Victulater License
located in Federal Jack's parking lot, 8 Western Avenue

Town Manager's Note (not part of the public hearing notice):
Fire Department/Codes Office: mobile vendor – inspected by the State, no local fire inspection required
Police Department: new license – nothing to report from police

DISCUSSION:
None.

There were no public comments.

A motion was made to postpone the hearing for Mainely Meatballs, indefinitely.
MOVED: Cluff
SECONDED: Karytko
MODIFICATIONS: None
VOTE: 7 in favor, 0 opposed. The motion passed.

The Chair proceeded to the next item.

5. PUBLIC COMMENTS

Rachel Phipps, from the public, spoke. She spoke about her attempts to be on the Economic Development Committee (EDC), noting that she was on the waiting list for four years. At the last meeting she was appointed to the Committee but was upset that the EDC sent an email to the Board requesting they hold off on the appointment. She said that the Town Manager never told her about the email. She then talked about the June 22nd EDC special meeting. She said that was the first time the EDC had ever held a special meeting (from her research). She noted attendance issues that someone on the EDC had, adding that that member moved to Kennebunkport. She wanted some clarification on the matter. Morin said that her questions would be better answered at the October 4th workshop which will specifically be on Committees. Phipps wants to know if the Town Manager knew that Ginny Griffith had attendance issues and moved to Kennebunkport. Phipps reviewed 5 years of EDC and Board of Selectmen minutes and couldn't find any discussion on rightsizing the EDC even though the email requesting the postponement of her appointment said that they had done so. Therefore, she believes that there was action taken on this matter outside of public meetings. Phipps said that people resigned from the Committee but she was still not put on the EDC. She wants

to know if there was any discussion (with the Town Manager, etc.) before the email to postpone her appointment was sent.

Blake Baldwin, who had been on the EDC, admitted that he had not followed all of the procedures noted in the Town Charter, adding that he did not engage in the reorganization of the committee as quickly as he should have. Baldwin said that he was negligent and did not lie or do anything to hurt Phipps. He promised Phipps that, as a Selectman, he will make sure that the Committees are better handled. He also promised that the Chairpersons will uphold the Town Charter and State law. Baldwin added that he will be a, "cautionary example," to those who don't follow the rules.

Phipps didn't agree that Baldwin was simply negligent because she said he had stated that there were no vacancies for the Committee when there really were. Baldwin stated that he did not know of any vacancies and said that he didn't think that Ginny Griffith missed a lot of meetings, adding that he believed her to have not moved to Kennebunkport seven months ago (as Phipps stated) but rather that she had moved there not too long ago.

Morin stated that Phipps would be the first to know the answers to her questions and that they will be addressed on October 4th, 2016.

Finally, John Costin, from the public, said that re-appointments and appointments seemed to happen efficiently for others and he thinks that saying that the Board of Selectmen will wait until the October 4th meeting to address this topic is pushing the matter aside.

The Chair proceeded to the next item.

6. ACKNOWLEDGEMENTS/ANNOUNCEMENTS

DISCUSSION:
Richard Morin introduced Blake Baldwin to the Board of Selectmen (Baldwin was just elected to the Board on June 14th).

The Chair proceeded to the next item.

7. TIME SENSITIVE BUSINESS

a. Take up the Election of the 2016-17 Board of Selectmen Officers – Each year, at the first meeting in July, the Board elects its new officers for the coming year.

DISCUSSION:
A motion was made to nominate Richard Morin as Chairman of the Board of Selectmen (from July 1st, 2016 to June 30th, 2017).
MOVED: Karytko
SECONDED: Cluff

The Vice Chair asked if there was any other interest the Chairmanship. Discussion continued.

Baldwin suggested Cluff as Chairman because he wants more young people to be involved.

DRAFT

A motion was made to nominate Christopher Cluff as Chairman of the Board of Selectmen.
MOVED: **Baldwin**
SECONDED: **Beal**

Discussion continued.

Rachel Phipps, from the public, was upset that Beal was not nominated to be the Chairman since she is the longest standing Selectman. Phipps also said that Beal is the only woman on the Board.

Schulte told Phipps that he wanted to elect Beal as the Chair but thought that she was not going to continue on the Board of Selectmen. Beal said that she still has a year until she reaches the maximum amount of time one can serve as a Selectman in the Town of Kennebunk. Therefore, Schulte nominated her.

A motion was made to nominate Deborah Beal as Chairman of the Board of Selectmen.
MOVED: **Schulte**
SECONDED: **Boothby**

The Board proceeded to vote for Chairman via secret ballot. Town Clerk Merton Brown passed out ballots and privately counted the submissions.

Brown announced that Richard Morin has received the most votes for Chairman. Throughout the remainder of these minutes, previous Vice Chair Morin will be referred to as Chair.

The Board took up the election of Vice Chairman.

A motion was made to nominate Christopher Cluff as Vice-Chairman of the Board of Selectmen for the upcoming year.
MOVED: **Karytko**
SECONDED: **Baldwin**

A motion was made to nominate Deborah Beal as Vice-Chairman of the Board of Selectmen.
MOVED: **Schulte**
SECONDED: **Boothby**

The Board proceeded to vote for Vice Chairman via secret ballot. Town Clerk Merton Brown passed out ballots and privately counted the submissions. **Brown announced that Chris Cluff has received the most votes for Vice Chairman.**

The Board took up the election of Secretary.

A motion was made to nominate Deborah Beal as Secretary of the Board of Selectmen for the upcoming year.
MOVED: **Karytko**
SECONDED: **Baldwin**
MODIFICATIONS: **None**
VOTE: **7 in favor, 0 opposed. The motion passed.**

DRAFT

The Chair proceeded to the next item.

b. Review the Board of Selectmen By-Laws – With a newly elected member on the Board, the by-laws should be reviewed.

DISCUSSION:
None.

The Chair proceeded to the next item.

c. Review the Board of Selectmen Code of Ethics

DISCUSSION:
None.

There were no public comments.

A motion was made to sign the Code of Ethics.
MOVED: Karytko
SECONDED: Cluff
MODIFICATIONS: None
VOTE: 7 in favor, 0 opposed. The motion passed.

The Chair proceeded to the next item.

DRAFT

8. OLD BUSINESS (2ND READING)

a. Discuss a Park Use Ordinance – The draft Park Use Ordinance has been amended to identify the parks, define drone usage and place the setting of fees by the Board of Selectmen. The changes made (since the last meeting) are shown in red on the copy enclosed in the packet. This ordinance summarizes the park usage for the public and will assist staff with enforcement.

DISCUSSION:
Tibbetts said that there were some changes made to this Ordinance such as a section for drones.

Morin thinks that the changes to the Ordinance makes it easier to read.

Schulte wondered why item fourteen in the Park Ordinance (stating that firearms are not permitted in the parks) was removed. Tibbetts replied that such was the case because State law did not allow them to regulate firearms in parks. Such standards does not apply to the beach, however. Schulte also noted a problem that was had at Goose Rocks Beach in Kennebunkport (they struggled to regulate drones there).

Karytko wondered if clarification on the use of drones is necessary. Can drones not be launched from a park or can they simply not be flown over a park? He also wondered why drones were not permitted in parks. Tibbetts said that drones are not permitted in parks so both of the examples that Karytko used would be illegal.

Morin said that it should be stated that the Ordinance applies to the entire beach area too because at the time of this meeting such language was not included.

Baldwin added that drones are regulated under the FAA and was wondering what factor the FAA played in the Town of Kennebunk's regulation of drones. Do they have some authority in what should be regulated? Tibbetts said that he will research such and add in the necessary language into the Ordinance. Karytko added onto what Baldwin said, stating that they should add in language that matches the Federal Regulation.

Sandy Tillman, from the public, spoke, stating that she loves to watch Board of Selectmen meetings (for the Town of Kennebunk and Kennebunkport). She said that the Town of Kennebunkport was told that they could not regulate the use of drones so they put up a sign at Goose Rocks Beach which states that they would like it if people didn't fly drones overhead.

Schulte wanted to try to figure out what they will classify as a drone. Baldwin said that the FAA says that a drone is any such flying device that weighs over .55 pounds.

A motion was made to forward the proposed Park Use Ordinance to the Town attorney for review.

MOVED:	**Cluff**
SECONDED:	**Karytko**
MODIFICATIONS:	**None**
VOTE:	**7 in favor, 0 opposed. The motion passed.**

The Chair proceeded to the next item.

9. NEW BUSINESS (1ST READING)

a. York County Public Works Mutual Aid Agreement – This mutual aid agreement between Public Works Departments of different towns affords municipalities the opportunity to share resources in an emergency, as necessary. The agreement defines the role of the participating communities.

DISCUSSION:
Tibbetts explained and then recommended that they participate in the agreement.

Karytko asked if the money can be used for things other than emergencies and Tibbetts said that it can.

Cluff wondered if this was for all communities in York County and Tibbetts said that it was.

Morin asked if they could overspend for emergencies and Tibbetts said that in the Town Charter there is a part that says that they can overspend one half of 1% of the operating Budget for emergencies.

Boothby asked why under the agenda item it says, "… To share resources in an emergency, as necessary." He felt like if they can use resources in non-emergencies they should take out the wordage that says that they will share resources in an emergency.

Beal was confused why they have to sign on the matter in the first place.

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Answering Boothby regarding why they specifically say resources will be shared in an emergency Tibbetts said that they used such wordage because he has seen the resources spent in the past to help in emergencies.

Karytko thought that this agreement can possibly make towns rely on each other for certain equipment.

Schulte wants to make sure that there is not a conflict with the towns under this agreement (he wants to schedule the use of equipment).

A motion was made to move to a second reading on August 9th.
MOVED: **Karytko**
SECONDED: **Schulte**
MODIFICATIONS: **None**
VOTE: **7 in favor, 0 opposed. The motion passed.**

The Chair proceeded to the next item.

b. Discuss a Violation in the Resource Protection and Shoreland Overlay Districts on Great Hill Road – The Town's Code Enforcement Officer issued a Notice of Violation for the cutting of vegetation on land adjacent to "Strawberry Island" that was cut during the late winter/early spring of this year (violation observed on February 23, 2016).

The properties involved are owned by the Kennebunk Land Trust (KLT) Tax Map 97, Lot 37 and Kennebunk Beach Improvement Association (KBIA) Tax Map 97, Lot 38. The properties are both located in the Resource Protection District (flood zone) also subject to Shoreland Overlay standards. The cutting was done in violation of Shoreland Zoning regulations within the Town's Zoning Ordinance [Article 4, Section 1 E and Article 10, Section 3 D. (1) & (2) (d)], which strictly limit the amount of cutting that may occur within the Resource Protection and Shoreland Overlay Districts of the Town.

After an investigation of the activity, it was determined that the cutting of the vegetation was contracted solely by KLT. KBIA is included in the Notice of Violation as the cutting infraction incurred on their property as well, though it does not appear that they were a willing participant in the violation. For the purposes of an enforcement action, any party in violation is included in the Notice of Violation and then the Town may decide how to resolve the Land Use violation with each party. The parties may be subject to a consent agreement in lieu of court action and the Town may wish to assess penalties on an individual basis, depending on the level of involvement and nature of the violation.

According to KLT, Boiling Spring Landscape was contracted to cut the vegetation and did so in February of 2016. The cutting involved 5 to 6 foot tall beach roses that, as a result of the activity, were left at about 6 inches high. The area that was disturbed is approximately 12,000 square feet and had no original growth (trees) other than the beach roses. The Town did not witness the work, but based on our observation it does not appear to have been done with any heavy equipment, nor was there significant damage to the root structure.

A copy of the Notice of Violation has been provided to the KLT and to KBIA since they are the subject to the enforcement action.

Included in the packet were a copy of the Notice of Violation, a response letter from KLT, a response letter from Shepard & Read (Attorneys at Law on behalf of KBIA), a photo of the beach rose

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vegetation in question, an aerial of the approximate extent of cutting, and a Tax Map depicting the approximate location of the property.

This item is being forwarded to the Board of Selectmen for options on how to proceed with enforcement action as a result of this violation. This land use violation can be remedied as an administrative action (consent agreement) or under the Maine Rules of Civil Procedure as an 80K Land Use violation, whereby the Town would attempt to have the violation and resulting enforcement action adjudicated at the District Court level. It has not been the practice of the Town to rush to court and the Town Attorney has often suggested the Town seek to remedy land use violations as an administrative matter, rather than rely on the Court system.

Paul Demers will be available at the meeting to discuss the situation, options to resolve the matter and answer any questions the Board may have.

DISCUSSION:
Code Enforcement Officer Paul Demers explained the violation. He elaborated on details such as the area of the violation which is also explained in the agenda item above (part 9.b). The area is thought to have been cut in late February and Demers guesses that it was done by hand (so at least the soil was not disturbed.). Part of the area is owned by the Kennebunk Land Trust (KLT), another by the Kennebunk Beach Improvement Association (KBIA) and the rest is a part of "Strawberry Island." Demers did say that the area is growing back.

The area is a frontal dune and the DEP told Demers that they may not have granted a permit if the violators applied for one.

Karytko asked if the violation had been done in the past. Schulte pitched in, saying that the letter makes it seem like this kind of pruning (done by the violators) is a normal practice. Demers said that he has never seen such pruning done in the area in question. He said that their Ordinance, which is similar to the DEP's Shoreland Zoning Rules, says that the bottom three feet can't be disturbed. Karytko also said that he thought this may have been done for a better view and asked for Demer's opinion on the whole matter. Demers said that the cutting was a violation and it was up to the Selectmen to decide what to do about it.

Cluff said that the Town was actually fined for something very similar.

Schulte felt as though this is not as bad as if trees were cut down and the soil was disturbed. He noted that the vegetation is already growing back. Schulte added his belief that they should give the violators a warning and if they do it again there is documentation of the first violation (the one being discussed under this agenda item).

Boothby said that Schulte made a good point but referenced a case where they gave someone a hefty fine. He wanted people to know that they have to play by the same rules. Boothby said that they should have been aware of what they were doing.

Karytko wondered about the amount of cutting one could do and why such rules are in place. Demers said that it was essentially so the root structure won't get damaged. There are other reasons too.

Morin questioned Demers, asking him if this was the first time that such cutting had been brought to his attention.

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Beal asked Demers why one would cut the vegetation down to 6 inches if they knew that it would grow back. They could have just done a normal trimming. She wondered if they tried to cut it far enough so that it would not grow back. Demers said that he was not sure but that he knew it was a violation, nonetheless.

Baldwin wondered if the violator being the KLT makes a difference in this case because KLT has been a good organization

Schulte wanted to implement a better system for handing down punishments. He thought that it was weird to leave it up to the Board of Selectmen to decide how much a fine should be (there should be some kind of guideline).

Baldwin asked if the KLT had ever violated the rules before and Demers said that he believes that they have not (he has not observed such during his seventeen years at his current position).

Betsy Smith, from the public, said that this violation is much different than what the Town did. The Town bulldozed the area. She also said that pruning of Rosa Rogosa occurs a lot at the beach. Finally, Smith stated that the DEP really just cares that the bushes are still there to offer some kind of protection during storms.

Rachel Phipps, from the public, said that she is a member of the KLT and loves to donate to them but she does not have a lot of money to throw around. She wanted to give the KLT a simple warning because she thought that if they were fined it would essentially hurt the people who donated/donate to them.

Bill Dale, the Town Attorney, spoke about the options they have. He said that they could try to reach a consent agreement between both parties. If not, they could go to court which Dale thought to be expensive and time consuming, especially in a case like this. The good thing about giving out a fine, said Dale, is that if there is a repeat offense, the Town can simply increase the fine. He also wanted to make sure that the Town does not have to pay for something that was not their fault or their doing. Dale noted that it was not the KLT that did this but rather an agent of the KLT, thus the KLT can go after the agent (it is not up to the Town of Kennebunk). In other words, the KLT can get their agent to reimburse them. He wanted to make sure that the KBIA was not made out to be the, "Bad guys," to use his words. They own part of the property but it was not their agent that committed the violation. He said that there should be a fine (maybe $500 or so) so that the taxpayers don't feel the burden.

Schulte was confused why there even needed to be a consent agreement. To use Schulte's words, "Either impose a fine or not." Demers, however, said that if the area does not continue to grow back, an agreement saying that they may have to be restored at a later date could be quite beneficial.

Morin said that an agreement also acknowledges that a violation occurred and that it is not to be done again.

Dale said that the Town should not overlook the actions of people just because they like them as individuals. He also warned about developers getting away with a profit from this type of violation. For example, if a developer does $10,000 worth of damage they may make money off of such because perhaps they will increase the value of a lot by $150,000 or so.

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Baldwin asked if the Town Attorney is involved when there is a violation. Demers essentially said that it depends on the situation and Baldwin believes that the Town would not have to deal with the $500 bill if they didn't need to have the assistance of the Town Attorney.

The director of the KBIA spoke. He thanked the Town for bringing this up. He said that KLT trimmed stuff on part of the KBIA's land before this incident. He said that the KBIA called them to tell them that they couldn't do such and the KLT promised that it would not happen again. The director of the KBIA wanted a consent agreement to be reached. He felt it was wrong to be known as doing something wrong though all they did was leave the vegetation there only to see it cut. Karytko asked the director if they hired an attorney and he said that they had.

Steve Bowley, from the public, spoke. He asked Demers why the area in question was cut. Demers said that the letter from the violators says that they did it to make the appearance of the area better. Bowley did not believe the violators and thought that the cutting occurred for the view.

Schulte asked why the KLT was not at this Board of Selectmen meeting and Demers said that he believed the Executive Director of the KLT to be on vacation. Morin wondered if they should wait to continue until the KLT could be before the Board and Beal wanted the contractor to meet with the Board as well.

Cluff agreed with Schulte's earlier comments that they need better guidelines for how much to fine people.

Rachel Phipps, from the public, spoke again and said that she was upset, as a donator to the KLT, that they did this. She didn't know all of this before tonight's meeting.

A motion was made to move this to a second reading at the next Board of Selectmen meeting (August 9th) with a draft of a consent agreement ready
MOVED: Cluff
SECONDED: Schulte
MODIFICATIONS: None
VOTE: 7 in favor, 0 opposed. The motion passed.

The Chair proceeded to the next item.

c. Hear a Brief Presentation on Board of Selectmen Relations, Roles and Freedom of Access Act (FOAA) – The Town's attorney, Bill Dale, will be present to share the FOAA rules for Maine and how they apply to municipalities, elected and appointed officials, and staff. The presentation will include a discussion on Board relations and roles within the scope of the Town's Charter.

DISCUSSION:
The Town Attorney, Bill Dale, gave a presentation on everything listed in agenda item 9.c. He discussed that Board and Committee members are to be appointed for three years so there won't be new people at the same time. He said that there has been some difficulty with this (he believes so. He talked to the Town Manager about it. Also, he noted the concerns and questions that Phipps had at the beginning of the meeting regarding her non-appointment to the Economic Development Committee). One important note that Dale made was that the Charter states that the Board of Selectmen cannot vote on something in order to get an outcome that they want for their own benefit

or interests. Dale said that disclosing things is very important (the Board can vote on whether or not a particular Board member can be impartial on an issue. The person in question can also say if they can be impartial). If such a person does not disclose information than it may look bad and then someone could question if they were impartial on their vote. Also very important in the Town Charter is that Town Officials can't accept any valuable gifts from their venders.

He then elaborated on the Right to Know Law. He told Blake Baldwin (a newly elected official) that there is something online on the Secretary of State's website that has questions and answers for him to view in order to fulfill a requirement. Whenever there are three or more elected officials on a Board or Committee discussing an item it is considered a public meeting thus it must be done in public. He then was very honest and said that if people don't like these rules they shouldn't be a public official. Dale said that public officials must be very forthcoming to the public. There must be a notice of these meetings too. He said that the local newspapers need to know about the meetings. If the Town Manager does not do such Dale said it makes it tough for himself, as the Town Attorney, because he has to explain why the local newspapers couldn't be made aware of a meeting.

Cluff got confirmation from Dale that the law specifically says that three or more people meeting is considered a public meeting even though their Board has seven members so they can't do anything with three members anyway. Cluff used the following analogy: he and Karytko go to Cummings Market and see Schulte there. Would they be in violation of the law if such occurred?

Dale said that there are some situations where common sense can be applied. He said if they were talking about Town business they would be in violation of the law (unless they said something as simple as, "See you at the meeting tonight!"). Also, they would be violating the law if they were trying to sway a Board member to vote a certain way. Town business cannot be conducted by email. It must be done in public (it is the people's business). It must be disclosed if done in such a way. The Board can only talk about Town business in executive session and can't talk about anything other than what they told the public they were going to talk about in executive session.

Karytko wondered if he can get information from another Selectman if he wanted to inform himself on a certain topic that he has no idea about. Dale said that if it was only a discussion between two people it would not be considered a public meeting (there must be three Board members discussing for such classification to be applied) and thought that simply informing oneself on a topic would not be a violation of the law. He did say, however, that making a disclosure, or having a public drop box may be intelligent in case the Selectman giving information was wrong or out to get the other Selectman.

Schulte said that if communications between two Board members occurred via email it could perhaps need to be public and all of the Selectmen could see the conversations. Would this be a violation? Dale reiterated that common sense can be applied in such cases.

Rachel Phipps, from the public, said she was offended that Dale said she was grousing at the beginning of the meeting.

John Costin, from the public, spoke. He asked Dale what his advice to the Board of Selectmen was to keeping the minutes of executive sessions accurate and legitimate. Dale said that minutes of executive sessions is not required but it makes some sense. He said that some things can't be disclosed. Nothing can be voted on in executive session. Costin asked if stuff that is sensitive but

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eventually won't be should be disclosed to the public. Some things from executive sessions must not be disclosed, said Dale, adding that some stuff will get leaked to the public.

Duke Harrington, from the Kennebunk Post, spoke. He hadn't seen subcommittee meetings on the Town website but others said that they are posted online. He also said that he had no idea that the Economic Development Committee had a special meeting on June 22nd. He wanted the press to be more easily alerted of such things as a special meeting. He also said that before going into executive session they must cite the chapter and verse that allows them to do such as well as the particular nature of the discussions about to occur in executive session. Finally, he said that no decisions can be made in executive session and argued that that meant even giving Dale any sort of instruction.

After that Karytko asked if they must be more specific about why they are going into executive session. Dale said that they don't need to disclose the negotiating or strategizing of something done in executive session but that it is better to say what the litigation, for example, is about, rather than simply saying that they will discussing pending litigation. The law is not clear on such, however. He disagreed with Duke that the Board can't tell Dale to see if a price is better than another. It would ruin the point of an executive session if such could not occur. If they discuss appealing something in executive session Dale thinks that they don't have to go back in public to vote on it. He said that some places do but that he saw no law stating that this was a requirement.

Schulte said that they should change what they say will be discussed in executive session. He noted that their description of what they will talk about in executive session is general. Dale said that it can be fixed a bit but too many details can't be disclosed. For example, if the Town wanted to buy a market they would not have to disclose that (they may not want people to know such). Schulte wondered if a majority disagreeing with a few people in executive session would be considered a vote. Dale said that it would be hard to determine but that someone could say one thing in executive session and another in public.

Harrington agreed with Dale and said that he was referring to if Dale was told to spend more funds (such should be public) not if he was told to negotiate. He knows that those discussions should not be disclosed to the public. He said that the Board should at least say the general topic of their discussions to be had in executive session.

Rachel Phipps, from the public, wondered why they go into executive session so frequently and pondered if there was a way for her to compare how often the Town of Kennebunk goes into executive session to another town. Schulte said that they can never decide anything in executive session so they must discuss it at the next meeting. Others agreed with him.

The Chair proceeded to the next item.

d. Discuss Selectmen Liaisons to Committees Board members should review the list and indicate the committees they are interested in working with. Selectmen should not be expected to attend all committee meetings, but Selectmen should sign up for committees they expect to be able to attend on a quarterly or as-needed basis.

DISCUSSION:
Karytko wants to keep his current positions (on the Comprehensive Planning and Zoning Ordinance Update Committee, the West Kennebunk Village Committee, Site Plan Review Board and Mat Lanigan Bridge Advisory Committee).

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Cluff was okay with the Budget Board but wanted to get off of the Downtown Committee (it conflicts with his schedule). Baldwin said he could go to the Downtown Committee meetings.

Schulte said that he was content with being on the Recreation Committee but that he has a schedule conflict on Wednesday nights.

Baldwin said that he will go to the Tree and Festival Committee's meetings.

Morin will continue to monitor the Planning Board meetings and go to the Lower Village Committee meetings.

A motion was made to make adjustments as discussed.
MOVED: **Cluff**
SECONDED: **Schulte**
MODIFICATIONS: **None**
VOTE: **7 in favor, 0 opposed. The motion passed.**

A motion was made to appoint Blake Baldwin to the Committee on Aging.
MOVED: **Cluff**
SECONDED: **Karytko**
MODIFICATIONS: **None**
VOTE: **7 in favor, 1 abstained (Baldwin). The motion passed.**

The Chair proceeded to the next item.

e. Discuss Selectmen Subcommittee Assignments – The subcommittees are listed at the bottom of the Selectmen Liaison spreadsheet. Subcommittees have no more than three members and meet as necessary.

DISCUSSION:
None.

A motion was made to appoint Blake Baldwin to the Finance Subcommittee, Communications Subcommittee and Social Services Subcommittee.
MOVED: **Cluff**
SECONDED: **Karytko**
MODIFICATIONS: **None**
VOTE: **7 in favor, 0 opposed. The motion passed.**

The Chair proceeded to the next item.

f. Election of MMA's 2016-2018 Legislative Policy Committee –MMA's member municipalities have made their nominations for the 2016-18 Legislative Policy Committee. Last month, as you will recall, the Board nominated Richard Morin to represent Kennebunk in District 34. The deadline for retuning our ballot is August 5th.

Our district may vote for two candidates. You will notice there are two names on the ballot as well as a place for a write-in. The names are:

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Richard Morin, Selectman, Town of Kennebunk
Larissa Crockett, Warrant and Finance Committee Chair, Town of Acton

After voting, a majority of the Board can sign the Ballot or the Board can designate the Town Manger to sign on their behalf.

DISCUSSION:
None.

A motion was made to vote for Richard Morin and Larissa Crockett to represent District 34 on MMA's Legislative Policy Committee.

MOVED:	**Karytko**
SECONDED:	**Baldwin**
MODIFICATIONS:	**None**
VOTE:	**7 in favor, 0 opposed. The motion passed.**

A motion was made to authorize the Town Manager to sign the ballot on the Board's behalf.

MOVED:	**Karytko**
SECONDED:	**Baldwin**
MODIFICATIONS:	**None**
VOTE:	**7 in favor, 0 opposed. The motion passed.**

The Chair proceeded to the next item.

g. Election of Maine Municipal Association's Vice President and Directors – In the packet was a Voting Ballot for MMA's Officers as well as a brief biographical sketch on each nominee. Deadline for voting is noon on Friday, August 12th.

- The first election is for the Vice-President, for a 1-year term. There is one person running for this seat.
- The second election is for Directors, for 3-year terms. There are three running and the Board needs to vote for three.

After voting, a majority of the Board can sign the Ballot or the Board can designate the Town Manger to sign on their behalf.

DISCUSSION:
None.

A motion was made to vote for Linda Cohen (Councilor, City of South Portland) for Vice President as well as James Gardner, Jr., (Town Manager, Town of Easton), Christine Landes (Town Manager, Town of Bethel), and Mary Sabins (Town Manager, Town of Vassalboro) for the three Director positions and to authorize the Town Manager to sign the ballet on the Board's behalf.

MOVED:	**Cluff**
SECONDED:	**Karytko**
MODIFICATIONS:	**None**
VOTE:	**7 in favor, 0 opposed. The motion passed.**

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The Chair proceeded to the next item.

h. Set a Workshop Date to Discuss Town Committees – As discussed at the last meeting, we tentatively set Tuesday, October 4th as the date to hold a workshop on committees, i.e. number of committees, number of members, terms of members, committee structure, etc. We would also invite committee members to the workshop to receive their input.

DISCUSSION:
None.

A motion was made to set a workshop date for Tuesday, October 4th at 6:30 p.m. to discuss Town Committees.

MOVED:	**Karytko**
SECONDED:	**Cluff**
MODIFICATIONS:	**None**
VOTE:	**7 in favor, 0 opposed. The motion passed.**

The Chair proceeded to the next item.

i. Discuss Boards and Committees (resignations/appointments, if any)

- **Accept the Following Resignation(s):**

  Teri Collard – CDBG Façade Advisory Committee, Resident Representative (no term)

- **Appointment of Resident(s) being interviewed at the beginning of the meeting:**

  Daniel Lyons, Comprehensive Plan & Zoning Ordinance Update Committee (no term)

DISCUSSION:
None.

A motion was made to accept the resignation of Teri Collard from CDBG Façade Advisory Committee and send a letter thanking her for her service.

MOVED:	**Morin**
SECONDED:	**Cluff**
MODIFICATIONS:	**None**
VOTE:	**7 in favor, 0 opposed. The motion passed.**

A motion was made to appoint Daniel Lyons to the Comprehensive Plan and Zoning Ordinance Update Committee (no term).

MOVED:	**Karytko**
SECONDED:	**Cluff**
MODIFICATIONS:	**None**
VOTE:	**7 in favor, 0 opposed. The motion passed.**

The Chair proceeded to the next item.

j. Discuss Any Other Business

None.

The Chair proceeded to the next item.

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10. SELECTMEN'S COMMENTS

a. Subcommittee Reports (if any)

Finance signing occurred.

b. Individual Selectmen Comments

Selectman Baldwin:

- Looks forward to the next three years as a Selectman but said that he has a lot to learn. He was overwhelmed.

Selectman Beal:

- Mentioned panhandlers. Said not to give to them. You can tell them where to get food.
- Wanted to formally welcome Baldwin to the Board of Selectmen.

Selectman Morin:

- Looks forward to the next three years.
- Thanked the Board for allowing him to be the Chairman of the Board of Selectmen.

Selectman Boothby:

- Welcomed Blake Baldwin to the Board of Selectmen.

Selectman Cluff:

- Welcomed Blake Baldwin to the Board of Selectmen.
- Thanked the Board for allowing him to be the Vice-Chairman of the Board of Selectmen.

Selectman Schulte:

- Welcomed Blake Baldwin to the Board of Selectmen. Said that it was a great year working with Kevin Donovan, the previous Chairman of the Board of Selectmen. Schulte wished him luck.
- Said it was nice to be back in town after being gone for almost a month.
- Wanted to ask the Board if they wanted to consider creating an Ordinance on fireworks. He thinks such should be seriously considered and perhaps the Board should let the Town vote on it. Morin asked if they could have what Schulte said about fireworks on a future agenda item and invite the chief of police to discuss the topic.

Selectman Karytko:

- Only he and Beal were at the Sanford 4th of July parade.
- Was wondering about the progress on scales at the transfer station. Tibbetts said that they were waiting on them.
- Karytko wondered about the timeline on the scales.
- Discussed trash pickup (for 4th of July) and wondered if they have had a problem with late trash removal in the past. He wanted to make sure that such does not happen next year. Karytko wanted there to be a better schedule.
- West Kennebunk Family Fun Day will be on Saturday, August 6th
- Commended Public Works on repairs. The people are very happy.

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- Thought that the Goodwill bins would be moved to the front of Public Works. They were concerned about people dropping things off in front of the Goodwill bin. People are dropping off things like televisions. There is a sign there (which doesn't seem to deter people) and a surveillance camera is supposed to be hooked up. Karytko does not know if the surveillance camera will help. They were wondering if they could have a fenced in area with a table and a chair, especially for the summertime.
- Wanted everyone to recycle. He said it helps the tipping fees as well as the environment.

The Chair proceeded to the next item.

11. TOWN MANAGER'S COMMENTS/NOTES

a. **Upcoming Events and Workshops:**

- Selectmen's Summer Meeting Schedule:

July 12	6:30 p.m.	**July 26**	**Canceled**
August 9	6:30 p.m.	**August 23**	**Canceled**

The regular meeting schedule (2nd and 4th Tuesday) will resume in September.

- **Tuesday, September 6** – Board of Selectmen Workshop on TIFs will be held at 6:30 p.m. on the third floor of the Town Hall.
- **Tentative: October 4** – Board of Selectmen Workshop on Committees

The data for the executive session was not available so the Board did not need to go into executive session. Tibbetts also welcomed Blake Baldwin to the Board.

The Chair proceeded to the next item.

13. ADJOURNMENT

A motion was made to adjourn the meeting at approximately 9:40 p.m.

MOVED: **Baldwin**
SECONDED: **Karytko**
MODIFICATIONS: **None**
VOTE: **7 in favor, 0 opposed. The motion passed.**

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_____
Deborah Beal, Secretary
Kennebunk Board of Selectmen

Date:_____

4

PUBLIC HEARING (b)

Section 18. Keeping of Horses

A. Standards

The keeping of horses or ponies shall be permitted on lots in the Rural Conservation, Rural Residential, Coastal Residential, Village Residential, Suburban Residential, Lower Village Business, and Upper Square Districts, subject to the following restrictions and limitations:

(1) The minimum lot size on which one horse or pony may be kept shall be two acres of fenced open area, exclusive of those areas occupied by dwellings (not intended to include outbuildings) for temporary or permanent human occupancy;

(2) ~~One additional horse or pony may be kept on each additional one-half acre of such land, to a limit of four horses or ponies and one-half acre or greater;~~ In the Coastal Residential, Village Residential (VR & WKVR), Suburban Residential, Lower Village Business and Upper Square Zones, one additional horse or pony may be kept on each additional one-half acre of such land, to a limit of four horses or ponies.
In the Rural Conservation and the Rural Residential Zones, one additional horse or pony may be kept on each additional one-half acre of such land.

(3) No portion of the area which the horse or pony may occupy shall be closer than forty (40) feet from the nearest point of any dwelling for temporary or permanent human occupancy on any adjacent lot.

(4) No manure shall be retained on any area within three hundred (300) feet of the normal high water line of a lake, pond, flowing or intermittent stream, tidal inlets and estuaries, or wells used to supply water for human consumption;

(5) The perimeter of the lot on which the horse or pony is kept shall be enclosed by a fence sufficiently substantial to contain the horse or pony at all times. The fence may be constructed of wooden poles or boards, posts and rails or runners, or the like; or two-strand electrified wires, designed and marked with signs so that they will present no hazard; and

(6) All grains shall be kept in rodent-proof containers.

B. Application Required

Prior to keeping or maintaining of a horse or pony, application shall be made to the Code Enforcement Officer for a permit. Said applicant shall demonstrate full compliance with the requirements and limitations contained in this section.

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PUBLIC HEARING (c)

PUBLIC HEARING

Notice is hereby given that the Kennebunk Planning Board will hold a Public Hearing on Monday, August 8, 2016, at 7:00 P.M. in Room 301 of the Kennebunk Town Hall to hear public comment regarding the Proposed Amendment to Zoning Article 8, Sections 3, 4 and 7, regarding number of rental rooms permitted in B&B's in the Village Residential, Rural Conservation and Rural Residential Zoning Districts and Article 10, Sections 9 and 17 regarding the performance standards applicable to such Lodging uses.

A copy of the proposed amendment is on file and may be reviewed in the Town Planner's and the Town Clerk's Offices.

Chris MacClinchy, Chairman

ATTEST: Merton Brown, Town Clerk

Proposed Amendment to Zoning Article 8, Section 3, Section 4 and Section 7

Proposed amendments to Zoning Article 8, Sections 3, 4 and 7 to increase the allowable number of room rentals in B&B's located in the VR, RC and RR Zones from 4 rooms to 6 rooms.

The proposed language to be added is shown with new wording underlined & highlighted and deleted words ~~crossed out~~ on attached amendment.

Section 3. Rural Conservation District (RC)

A. Purpose

The Rural Conservation District includes lands with multiple natural resource constraints; and/or that are especially important for their recreational, scenic, or other resource-based opportunities, including farming and woodlands; and/or that are especially important for long-term protection of water quality. The Comprehensive Plan found that while these lands are not as fragile as areas designated for resource protection, their development would be problematical for the environment and/or would deny opportunity for long-term management of the land for forestry, agriculture, and wildlife. The purpose of this district is to allow a level of development and activity consistent with the conservation of the natural features of these lands.

B. Permitted Uses

The following uses are permitted in the Rural Conservation District:

1. The following resource protection uses:
   - 1-1 Forest management
   - 1-2 Harvesting of wild crops

2. The following resource production uses:
   - 2-1 Agriculture
   - 2-2 Horticulture
   - 2-3 Keeping of horses
   - 2-4 Timber harvesting

3. The following residential uses:
   - 3-1 Single family detached dwellings
   - 3-2 Accessory apartments

4. The following institutional uses:
   - 4-1 Cemeteries
   - 4-2 Churches
   - 4-3 Municipal uses
   - 4-4 Nonresidential facilities for educational, scientific and nature interpretation purposes

5. The following commercial uses:
   - 5-1 Kennels

6. The following recreation and marine uses:
   - 6-1 Outdoor recreation
   - 6-2 Summer camps

7. The following utility uses:
   - 7-1 Essential services

8. The following accessory uses:
   - 8-1 Accessory uses and buildings

8-2 Home occupations
8-3 Renting of rooms; furnishing of board, not to exceed ~~four~~ six rented bedrooms

C. Special Exceptions

The following uses may be permitted only upon approval as special exceptions in accordance with Article 7 of this Ordinance:

1. The following commercial uses:
   1-1 Day care centers

2. The following recreation and marine uses:
   2-1 Permanent or temporary piers, docks, and wharves

3. The following utility uses:
   3-1 Public utilities

D. Prohibited Uses

Uses not allowed as permitted uses or special exceptions are prohibited within this district.

E. Standards

(1) Space and bulk standards

(a) Lots that are part of subdivisions created after the date of adoption of this amendment (November 2, 1993) and lots that are the result of an amendment or revision of a subdivision approved prior to 11/2/93 shall comply with the terms of Article 9, Open Space Standards.

(b) For all other lots, the following space and bulk standards shall apply:

Minimum net lot area	3 acres
Minimum net lot area per dwelling unit	3 acres provided that, except for accessory apartments, only one such dwelling is allowed per lot; and provided that accessory apartments shall not require an increase in the minimum net lot area.
Minimum lot width	200 feet
Minimum setbacks	
Front yard	35 feet
Side yards (each)	20 feet
Rear yard	50 feet
Shoreland area	Per Article 8, Section 16
Maximum height	35 feet
Maximum lot coverage	15 percent

Section 4. Rural Residential District (RR)

A. Purpose

The Rural Residential District includes lands that the Comprehensive Plan found are distant from villages, and/or to which public water and sewer lines are not expected to be extended within the next 10 years, and/or that have large tracts of land intact, suitable for woodland production, farming, and unbroken wildlife habitat. The purpose of this district is to allow residential development that is compatible with the character and traditional use of rural lands and that does not impose an undue burden on the provision of municipal services.

B. Permitted Uses

The following uses are permitted in the Rural Residential District:

1. The following resource protection uses:
   - 1-1 Forest management
   - 1-2 Harvesting of wild crops

2. The following resource production uses:
   - 2-1 Agriculture
   - 2-2 Horticulture
   - 2-3 Keeping of horses
   - 2-4 Timber harvesting

3. The following residential uses:
   - 3-1 Single family detached dwellings
   - 3-2 Accessory apartments

4. The following institutional uses:
   - 4-1 Cemeteries
   - 4-2 Churches
   - 4-3 Libraries
   - 4-4 Municipal uses
   - 4-5 Nonresidential facilities for educational, scientific and nature interpretation purposes

5. The following commercial uses:
   - 5-1 Kennels

6. The following recreation and marine uses:
   - 6-1 Outdoor recreation
   - 6-2 Summer camps

7. The following utility uses:
   - 7-1 Essential services

8. The following accessory uses:
   - 8-1 Accessory uses and buildings
   - 8-2 Home occupations
   - 8-3 Renting of rooms; furnishing of board, not to exceed ~~four~~ six rented bedrooms

Section 7. Village Residential District(s) (VR) & (WKVR)

A. Purpose

The purposes of the Village Residential District(s) are to maintain the highly livable neighborhoods near the Town's traditional village centers, where historically a majority of the Town's population lived within walking distance of business districts and civic buildings; and to provide for the expansion of neighborhoods in a manner that emulates the character of villages. This character includes a scale appropriate for walkable neighborhoods, proximity to services that can meet the routine needs of residents, efficient use of municipal services, and a secure family environment. The dimensional standards within the Village Residential District(s) are intended to be based on the types of dimensions found by the Comprehensive Plan and by subsequent inventories to be already present in the Town's villages.

B. Permitted Uses

The following uses are permitted in the Village Residential District(s):

1. The following resource protection uses:
   - 1-1 Forest management
   - 1-2 Harvesting of wild crops

2. The following resource production uses:
   - 2-1 Agriculture, limited to field, row and specialty horticultural crops; except that on parcels of five (5) acres or more, other types of agriculture are allowed, provided that the parcel and activities upon it fully comply with the space and bulk and performance standards applicable in the Rural Residential District
   - 2-2 Horticulture
   - 2-3 Keeping of horses
   - 2-4 Timber harvesting

3. The following residential uses:
   - 3-1 Convalescent and rest homes
   - 3-2 Single family detached dwellings
   - 3-3 Accessory apartments
   - 3-4 Two-family dwellings
   - 3-5 Multifamily dwellings on public water and public sewer
   - 3-6 Elderly congregate housing
   - 3-7 Mobile home parks on public water and public sewer
   - 3-8 Multifamily lots on public water and public sewer

4. The following institutional uses:
   - 4-1 Cemeteries
   - 4-2 Churches
   - 4-3 Community buildings
   - 4-4 Day care centers
   - 4-5 Libraries
   - 4-6 Municipal uses
   - 4-7 Nonresidential facilities for educational, scientific, and nature interpretation purposes
   - 4-8 Public and private schools

5. The following recreation and marine uses:
   5-1 Outdoor recreation

6. The following utility uses:
   6-1 Essential services

7. The following accessory uses:
   7-1 Accessory buildings and uses
   7-2 Home occupations
   7-3 Renting of rooms, not to exceed ~~four~~ six rented bedrooms

C. Special Exceptions

The following uses may be permitted only upon approval as special exceptions in accordance with Article 7 of this Ordinance:

1. The following recreational uses:
   1-1 Permanent or temporary piers, docks, and wharves

2. The following utility uses:
   2-1 Public utilities

D. Prohibited Uses

Uses not allowed as permitted uses or special exceptions are prohibited within this district.

E. Standards

(1) Space and Bulk Standards

The following space and bulk standards shall apply in the Village Residential District(s):

	(VR) / (WKVR) Sewer (or engineered systems)	(VR) / (WKVR) No Sewer
Minimum net lot area		
Residential	10,000 sq. ft.	20,000 sq. ft.
Nonresidential	10,000 sq. ft.	20,000 sq. ft.
Minimum net lot area per dwelling unit		
Single -Family Dwelling	10,000 sq ft. provided that, except for accessory apartments, only one such dwelling is allowed per lot, except as approved multifamily lots where permitted; and provided that accessory apartments shall not require an increase in the minimum net lot area	20,000 sq ft. provided that, except for accessory apartments, only one such dwelling is allowed per lot; and provided that accessory apartments shall not require an increase in the minimum net lot area.

Proposed Amendment to Zoning Article 10, Sections 9 & 17

Proposed Amendments to Zoning Article 10, Sections 9 & 17 regarding standards for "Lodging" uses in order to clarify such uses within our Zoning Ordinance.

[proposed changes shown with new wording underlined & highlighted and deleted words ~~crossed out~~]

number of required off-street parking spaces shall be the total of the requirements for each use, plus the standards listed above).

(iii)	Motor Vehicle Sales and Service	3 spaces per 1,000 sq.ft. (or 1 space per 333 sq.ft. or portions thereof) of non-Service bay area, plus 2 spaces per employee
(iv)	Banks	4 spaces per use or 3 spaces per 1,000 sq.ft. (or 1 space per 333 sq.ft .or portions thereof), whichever is greater
(v)	Studios of Artisans/ Limited Manufacturing	3 spaces per use or 3 spaces per 1,000 sq.ft. (or 1 space per 333 sq. ft. or portions thereof), whichever is greater
(vi)	Personal Services and Business Services	3 spaces per use or 4 spaces per 1,000 sq.ft. (or 1 space per 250 sq.ft. or portions thereof), whichever is greater
(vii)	Business and Professional Offices (non-medical)	3 spaces per use or 4 spaces per 1,000 sq.ft. (or 1 space per 250 sq.ft. or portions thereof), whichever is greater
(viii)	Business and Professional Offices (medical)	4 spaces per doctor, plus 1 space for each other employee
(ix)	Wholesale Sales/Rental of Equipment	4 spaces per use or 1 space per 1,000 sq.ft, plus 1 space per employee, whichever is greater
(x)	Eating Places/ Drinking Places	1 space per 4 seats

(Measurement of standing and seating capacity shall be based upon the latest adopted edition of the Maine Uniform Building Code, the IBC and NFPA 101, whichever is more stringent).

(xi)	Lodging uses, which include Motels, ~~and~~ Hotels, Inns, Renting of Rooms & Furnishing of Board/ B&B's	1 space per guest room, plus 1 space per employee, plus 4 spaces per 1,000 sq.ft. (or 1 space per 250 sq.ft. or portions thereof) of public assembly area
(xii)	Funeral Homes	1 space per 4 seats
(xiii)	Kennels	3 spaces per use or 3 spaces per 1,000 sq. ft.

Section 17. Lodging, including Motels, Hotels, ~~and~~ Inns and Renting of Rooms and Furnishing of Board/B&B's

A. Cooking Facilities

No cooking facilities shall be permitted in any individual motel, hotel, or inn rental unit unless said unit is protected by a fire sprinkler system per the NFPA13 Code Standards.

B. Minimum Unit Size

Each motel, hotel, or inn rental unit shall contain not less than two hundred (200) square feet habitable floor area enclosed by walls and roof, exclusive of any adjoining portions of roofed or covered walkways. Each motel, hotel, or inn rental sleeping room shall not be less than twelve by fifteen feet horizontal dimensions, exclusive of bath. Each rental unit shall include a private bath.

C. Series of Motel Units

(1) This paragraph applies to motel structures, but not to hotel structures or inns.

(2) Each motel structure shall contain not less than five, nor more than ten individual motel rental units, unless each section of ten units is separated from any additional sections by an unbroken firewall. Each motel structure may be connected with other similar structures by a covered walkway, if the walkway is constructed of fire resistive materials. Whether or not so connected, the nearest parts of the walls or corners of such structure shall be separated by a land space, open and unbuilt on, of not less than thirty feet, and in which, within the area unbounded by the intersecting projections of the side lines of adjacent buildings, there shall be no automobile parking or loading.

D. On-Site Manager

On each motel ~~or~~ hotel, inn or other "Lodging" lot there shall be provided and occupied at least one apartment or residence for a resident owner, manager, or other responsible staff person.

E. **Parking** - Parking plan shall be provided showing on-site parking and circulation meeting the standards of Article 10, Section 9.

F. **Water/Sewer Service Approval** - Evidence shall be provided showing signoff(s) from Water District and/or Sewer District, if such service is to be provided by them; or, if private well and/or septic is proposed, evidence that the system(s) conform to State code shall be provided as part of application to Town.

Section 18. Keeping of Horses

A. Standards

The keeping of horses or ponies shall be permitted on lots in the Rural Conservation, Rural Residential, Coastal Residential, Village Residential, Lower Village Business, and Upper Square Districts, subject to the following restrictions and limitations:

7.b.

Maine Office of the Treasurer

Home → Revenue Sharing → Delinquent Tax Rates

Delinquent Tax Rates

Municipalities may, by vote, determine the rate of interest that shall apply to taxes that become delinquent during a particular taxable year until those taxes are paid in full. The maximum rate of interest that can be charged per Title 36, M.R.S.A. Section 505.4 is as follows:

Taxable Year	***Maximum Rate***
2016	7.00%
2015	7.00%
2014	7.00%
2013	7.00%
2012	7.00%
2011	7.00%
2010	7.00%
2009	7.00% up to 9.00%
2008	11.00%
2007	12.00%
2006	11.00%
2005	7.75%
2004	6.50%
2003	7.00%
2002	6.75% up to 8.75%
2001	11.50%
2000	10.75%
1999	10.00%
1998	10.75%
1997	10.50%
1996	10.75%
1995	10.75%
1994	10.00%
1993	10.00%
1992	10.00%
1991	12.00%

If you have any questions about this information, please feel free to contact my Office.

Credits

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8.a.

York County Maine Public Works Mutual Aid Agreement
Mutual Aid and Assistance Agreement

This public works mutual aid agreement is entered into on the ____ day of _____ 2016 ("Effective Date"), by and among the signatory hereto and the municipalities listed on Appendix D, all being bodies politic and corporate located in the County of York and State of Maine ("Agreement").

WHEREAS, 37-B M.R.S.A. § 784 authorizes political subdivisions of the state to develop and enter into mutual aid agreements for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted;

WHEREAS, 37-B M.R.S.A. § 701 *et seq.*, 14 M.R.S.A. § 8101 *et seq.*, and related state statutes set forth details concerning powers, duties, rights, privileges, immunities of political subdivisions of the state rendering outside aid;

WHEREAS, 30-A M.R.S.A. § 2201 *et seq.* provides for interlocal cooperation between and among political subdivisions of the state;

WHEREAS, the State of Maine is geographically vulnerable to hurricanes, tornadoes, blizzards, and other natural disasters that in the past have caused severe property damage to public roads, utilities, buildings, parks, and other governmentally-owned facilities;

WHEREAS, the Parties to this Agreement recognize that additional public works manpower and equipment may be needed to mitigate further damage and restore vital services to the citizens of the affected community should such disasters occur and wish to work cooperatively in that regard;

WHEREAS, the political subdivisions also wish to undertake non-emergency joint public works projects in order to collaboratively gain from the extensive resources available from participating subdivisions as a whole;

WHEREAS, to provide the most effective mutual aid possible, the parties hereto intend to foster communications between their public works personnel and the public works personnel of other political subdivisions of the State by visits and exchange of information; and

WHEREAS, the parties to this Agreement encourage their public works personnel to implement detailed administrative procedures to be used during emergencies and other non-emergency joint public works projects which foster partnering,

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises contained herein, the Parties hereto agree as follows:

SECTION 1. DEFINITIONS

A. "*Agreement*" means this document, the York County Public Works Mutual Aid Agreement.

B. "*Requesting Party*" means the political subdivision requesting aid in the event of an emergency or other non-emergency joint public works project.

C. "*Assisting Party*" means the political subdivision furnishing equipment and/or manpower to the Requesting Party.

D. "*Authorized Representative*" means an employee of a participating government authorized by that government to request, offer, or provide assistance under the terms of this Agreement (a list of the authorized representatives for the signing participating government is attached to this Agreement as Appendix A).

E. "*Emergency*" means any occurrence, or threat thereof, whether accidental, natural, or caused by man, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of public property and declared as such by the participating government.

F. "*Participating Government*" means any political subdivision of the State of Maine which executes this Public Works Mutual Aid Agreement.

G. "*Period of Assistance*" means the period of time beginning with the departure of any personnel of the Assisting Party from any point for the purpose of traveling to the location of the Requesting Party in order to provide assistance and ending upon the return of all personnel and equipment of the Assisting Party, after providing the assistance requested, to their residence or regular place of work, whichever occurs first. The Period of Assistance shall not include any portion of the trip to the Requesting Party or the return trip from the Requesting Party during which the personnel of the Assisting Party are engaged in a course of conduct not reasonably necessary for their safe arrival at or return from the location of the Requesting Party.

H. "*Political Subdivision"* means any county or municipality created pursuant to Maine law.

I "*Work or Work-Related Period*" means any period in which either the personnel or equipment of the Assisting Party are being used by the Requesting Party to provide assistance and for which the Requesting Party will reimburse the Assisting Party. Specifically included within such period of time are rest breaks when the personnel of the Assisting Party will return to active work within a reasonable time. Specifically excluded from such period of time are breakfast, lunch, and dinner breaks.

SECTION 2. PROCEDURES

When a Participating Government becomes affected by an Emergency, it shall invoke Emergency-related mutual aid assistance by declaring a state of local emergency. The following procedures shall then be followed to request public works mutual aid from another Participating Government. These same procedures should also be applied when requesting assistance for non-emergency joint public works projects.

A. The Requesting Party shall contact the Authorized Representative of one or more of the Participating Governments and provide them with the following information.

1. A general description of the damage sustained;

2. Identification of the part of the infrastructure system for which assistance is needed (e.g., streets, sanitary sewer, potable water, or storm water systems) and the type of work assistance needed;

3. The amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time they will be needed;

4. The present weather conditions and the forecast for the next twenty-four hours;

5. A specific time and place for a representative of the Requesting Party to meet the personnel and equipment of the Assisting Party;

6. The recommended route between the Requesting Party's and Assisting Parties' locations and the travel conditions along that route, based on the best information available.

B. When contacted by a Requesting Party, the Authorized Representative of a Participating Government shall assess his government's situation to determine whether it is capable of providing assistance. No Participating Government shall be under any obligation to provide assistance to a Requesting Party. If the Authorized Representative determines that their Participating Government is capable of and willing to provide assistance, they shall so notify the Authorized Representative of the Requesting Party, and provide reasonable estimates of the following information:

1. A complete description of the personnel, equipment, and materials to be furnished to the Requesting Party;

2. The length of time the personnel, equipment, and materials will be available;

3. The areas of experience and abilities of the personnel and the capability of the equipment to be furnished;

4. The name of the person or persons to be designated as supervisory personnel;

5. The estimated time when the assistance provided will arrive at the location

designated by the Authorized Representative of the Requesting Party.

C. The personnel and equipment of the Assisting Party shall remain, at all times, under the direct supervision and control of the designated supervisory personnel of the Assisting Party. Representatives of the Requesting Party shall suggest work assignments and schedules for the personnel of the Assisting Party; however, the designated supervisory personnel of the Assisting Party shall have the exclusive responsibility and authority for assigning work and establishing work schedules for the personnel of the Assisting Party. The designated supervisory personnel of the Assisting Party shall maintain daily personnel time records, material records and a log of equipment hours; shall be responsible for the operation and maintenance of the equipment furnished by the Assisting Party; and shall report work progress to the Requesting Party. Notwithstanding, anything found elsewhere in this Agreement, the supervisory personnel of the Assisting Party shall have the exclusive right to refuse work deemed by them to be dangerous, unsafe or inappropriate for their crews, equipment, or supplies, given the circumstances.

D. The Assisting Party may, in its sole discretion, withdraw its assistance (in whole or in part) at anytime after giving notice to that effect to the Requesting Party.

E. The Requesting Party, during a declared emergency, shall, as necessary, provide food and housing for the personnel of the Assisting Party from the time of their arrival at the designated location to time of their departure. Such benefit shall be furnished when conditions are not suitable for travel or when extended hours of work will not permit sufficient rest period.

F. The Requesting Party shall provide communications between the personnel of the Assisting Party and the Requesting Party.

G. Whenever the employees of the Assisting Party are rendering outside aid pursuant to this Agreement, such employees shall have the powers, duties, rights, privileges, and immunities, and shall receive compensation, incidental to their employment.

H. The Requesting Party shall complete a written agreement regarding the assistance to be rendered, setting forth the terms agreed upon in the telephone request to the Assisting Party, and shall transmit said agreement by the quickest practical means to the Assisting Party for approval. A sample form is attached as Appendix C. The Assisting Party shall acknowledge the written agreement by executing and returning a copy to the Requesting Party by the quickest practical means, maintaining a copy for its files.

SECTION 3. REIMBURSABLE EXPENSES

The terms and conditions governing reimbursement for any assistance provided under this Agreement shall be in accordance with the following provisions, unless otherwise agreed upon by the involved Parties and specified in the written agreement executed in accordance with paragraph 2.H. of this Agreement.

A. *Personnel*: During the Period of Assistance, the Assisting Party shall continue to pay its employees according to its then prevailing ordinances, rules, regulations, and contracts. The Requesting Party shall reimburse the Assisting Party for all direct and indirect payroll costs and expenses incurred during the period of assistance, including, but not limited to, employee pensions and benefits as provided by Generally Accepted Accounting Principles (GAAP). The Requesting Party shall reimburse any amounts paid or due for compensation to employees of the Assisting Party under the terms of the Maine Workers' Compensation Act due to personal injury or death occurring while providing services to the Requesting Party. While the Requesting Party shall reimburse the Assisting Party for payments made in workers compensation benefits required to be paid to its employees due to personal injury or death, both the Requesting and Assisting Party shall enjoy immunity from civil prosecution as provided for in the Maine Workers' Compensation Act.

B. *Equipment*: The Assisting Party shall be reimbursed for the use of its equipment during the Period of Assistance according to the latest FEMA Schedule of Equipment Rates. Each rate covers all costs eligible under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121, et seq., for ownership and operation of equipment, including depreciation, overhead, all maintenance, field repairs, fuel, lubricants, tires, OSHA equipment and other costs incidental to operation. The Assisting Party shall pay for all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition. At the request of the Assisting Party, fuels, miscellaneous supplies, and minor repairs for the Assisting Party's equipment during the period of assistance may be provided by the Requesting Party, if practical. The total equipment charges to the Requesting Party shall be reduced by the total value of the fuels, supplies, and repairs furnished by the Requesting Party.

C. *Materials and Supplies*: The Assisting Party shall be reimbursed for all materials and supplies furnished by it and used or damaged during the period of assistance, unless such damage is caused by gross negligence, willful or wanton misconduct, intentional misuse, or recklessness of the Assisting Party's personnel. The Assisting Party's personnel shall use reasonable care under the circumstances of a declared emergency in the operation and control of all materials and supplies used by them during the period of assistance. The measure of reimbursement shall be the replacement cost of the materials and supplies used or damaged plus ten (10) percent of such cost. In the alternative, the involved Parties may agree that the Requesting Party will replace,

with like kind and quality as determined by the Assisting Party, the materials and supplies used or damaged.

D. *Record Keeping*: The Assisting Party shall maintain records and submit invoices for reimbursement by the Requesting Party using formats recommended by FEMA publication DR&R 7 (Disaster Response and Recovery). Requesting Party finance personnel shall provide information, directions, and assistance for record keeping to Assisting Party personnel. For non-emergency mutual aid programs, the prepared mutual aid record keeping system invoice form will be use.

E. *Payment*: Unless otherwise mutually agreed in the written agreement executed, in accordance with paragraph 2.H. or a subsequent written addendum to the agreement, the Assisting Party shall bill the Requesting Party's department for all reimbursable expenses with an itemized invoice not later than sixty (60) days following the Period of Assistance; and the Requesting Party shall pay the bill in full not later than thirty (30) days following the billing date. Unpaid bills shall become delinquent upon the 31st day following the billing date and once delinquent shall accrue interest at the rate of twelve (12) percent per annum.

SECTION 4. INSURANCE

Each Participating Government shall bear the risk of its own actions, as it does with its day-to day operations, and determine for itself what kinds of insurance, and in what amounts, it will carry. Each Participating Government will have a letter on file from its insurance carrier authorizing it to provide and receive assistance under this Agreement, and indicating that there will be no lapse in its insurance coverage on employees, vehicles, or liability. If a Participating Government is self-insured, its file shall contain copy of a resolution authorizing its self-insurance program. A copy of the insurance carrier's letter or the resolution of self-insurance shall be attached as Appendix B to the executed copy of this Agreement, which is filed with the York County Emergency Management Agency, SMPDC, and each Participating Government. Each Assisting Party shall be solely responsible for determining that its insurance is current and adequate prior to providing assistance under this Agreement.

SECTION 5. INDEMNIFICATION

Each Member Municipality shall indemnify, defend and hold harmless the other Member Municipalities to this Agreement and its and their officers, agents and employees from all claims, causes of actions, judgments, damages, losses and expenses, including attorney fees, arising out of or resulting from negligent acts or omissions of the indemnifying Member Municipality and its officers, agents or employees. This section shall not be interpreted to waive the monetary limits or substantive areas of immunity

under the Maine Tort Claims Act (14 M.R.S.A. § 8101 et, seq.) or the Maine Emergency Management Act (37-B M.R.S.A. § 822), as may be amended from time to time, or any other immunities or defenses under other applicable law.

SECTION 6. LENGTH OF TIME FOR EMERGENCY AND NON-EMERGENCY SERVICES

The duration of such state of emergency declared by the Requesting Party is limited to seven (7) calendar days. It may be extended, if necessary, in 72-hour increments Non-emergency assistance will be rendered to the limits satisfactory to partnering effort as mutually agreed by Participating Governments.

SECTION 7. TERM

This Agreement shall be in effect for one (1) year from the date hereof and shall automatically renew in successive one (1) year terms when approved under Section 10. The Agreement can be terminated but must be in writing by the participating government. Written notice of such termination shall be made in writing and shall be served personally or by registered mail upon the York County Emergency Management Agency.

SECTION 8. EFFECTIVE DATE OF THIS AGREEMENT

This Agreement shall be in full force and effect upon approval by the participating government and upon proper execution hereof. Each participating government shall file an executed copy of this Agreement with the York County Emergency Management Agency and SMPDC.

SECTION 9. ROLE OF YORK COUNTY EMERGENCY MANAGEMENT AGENCY

The only responsibilities the York County Emergency Management Agency shall have under this Agreement is to serve as a central depository for executed Agreements, to maintain a current listing of Participating Government and their Authorized Representatives which is set forth herein as Appendix D, and to provide an updated copy of the listing to each of the Participating Governments on an annual basis during the second quarter of the calendar year.

SECTION 10. AGREEMENT FILING PROVISIONS

Counterparts of the Agreement with original signatures and copies of insurance letters shall be filed and maintained at the York County Emergency Management Agency in Alfred, Maine including all Participating Governments. This agreement must be filed with the Secretary of State as well.

SECTION 11. SEVERABILITY

Should any portion, section, or subsection of this Agreement be held to be invalid by a court of competent jurisdiction, that fact shall not affect or invalidate any other portion, section or subsection; and the remaining portions of this Agreement shall remain in full force and affect without regard to the section, portion, or subsection or power invalidated so long as the primary goals of the Parties can still be effectuated.

APPROVE ONLY ONE BELOW:

IN WITNESS WHEREOF, this Agreement has been duly approved in regular session of this governing body the _____ day of _____, 2016.

IN WITNESS WHEREOF, this Agreement has been duly approved in regular session of this governing body the _____day of_____, 2016 and further reserve the privilege of an automatic annual renewal by same governing body understanding that any lapse to this agreement will result in loss of service from neighboring communities as could be necessary.

PARTICIPATING GOVERNMENT:

CITY/TOWN: _____

BY: _____

_____
(Typed or Printed Name and Title)

ATTEST: _____ (AFFIX SEAL)

_____
(Typed or Printed Name and Title)

ATTACH INSURANCE LETTER OR RESOLUTION and
MAIL AN EXECUTED COPY OF THE AGREEMENT TO:

Southern Maine Planning and Development Commission
110 Main Street Suite 1400
Saco, ME 04072

Appendix A

Public Works Mutual Aid Agreement
Authorized Representative Contact Information

This document shall be updated and distributed by the York County Emergency Management Agency and SMPDC as set forth in the Public Works Mutual Aid Agreement.

DULY AUTHORIZED REPRESENTATIVE
(*the emergency contact for the mutual aid program*)

Name:_____

Title:_____

Municipality:_____

Address:_____

City-Town/State/Zip:_____

Work Phone:_____

Cell/Emergency Phone:_____

Email:_____

Fax:_____

Pager:_____

Radio Frequency:_____

Appendix B

Public Works Mutual Aid Agreement

Insurance Information from Participating Government

[To be inserted]

Appendix C
Public Works Mutual Aid Agreement
Sample Request Letter and Provide Letter

Sample Letter for Requesting Aid – "Requesting Party"

«Date»

«Name of Provider»
«Address of Provider»

Dear *«Provider Contact»;*

This letter is to request aid under the York County Public Works Mutual Aid Program, pursuant to the Mutual Aid and Assistance Agreement adopted by your governing board.

The *«Town/City of»* requests mutual aid for a disaster that *«Is Imminent/Is In Progress/Has Occurred». «Description of Disaster» (try to limit to three sentences).*

The services requested are *«Specify Equipment, Personnel, Materials, and Supplies»*. The services will be required for *«Length of Time»*, beginning *«Date When Assistance Should Arrive».*

Please have your designated personnel meet *«Your Contact Person»* at *«Specify Location»* at *«Specify Time»* on *«Specify Date».*

Sincerely,

Name of Authorized Recipient Representative
Title of Authorized Recipient Representative

Sample Letter for Providing Aid – "Assisting Party"

«Date»

«Name of Recipient»
«Address of Recipient»

Dear *«Authorized Recipient Contact»;*

This letter is in response to your request for mutual aid dated *«Specify Date»* under the York County Public Works Mutual Aid Program, pursuant to the Mutual Aid and Assistance Agreement adopted by our governing board.

The *«Town/City of»* will send the following «Specify Equipment, Personnel, Materials, and Supplies» for a period of *«Specify Number»* days, and will attempt when possible to provide twenty-four (24) hours notice of our intent to terminate assistance.

Our team will arrive at *«Specify Location»* at *«Specify Time» on «Specify Date».* *«Specify Name»* will be responsible for the supervision of our team during its duration in your community.

Sincerely,

Name of Authorized Provider Representative
Title of Authorized Provider Representative

Appendix D

Public Works Mutual Aid Agreement

List of Participating Governments and Their Authorized Representatives

[To Be Inserted]

8.b.

Town of Kennebunk, Maine

Christopher J. Osterrieder, P.E.
Director of Community Development // Town Engineer
Tel. 207-985-2102 Ext. 1337
Fax (207) 985-4609
E-mail: costerrieder@kennebunkmaine.us

MEMO

To: Barry Tibbetts, Town Manager

c: Paul Demers, Code Enforcement Officer

From: Christopher J. Osterrieder, P.E.
Director of Community Development // Town Engineer

Date: August 5, 2016

Re: Administrative Consent Agreement – Kennebunk Land Trust (KLT) & Kennebunk Beach Improvement Association (KBIA)

I have prepared this summary memorandum to update the Board of Selectmen on the activities leading up to the development of the Administrative Consent Agreement for the KLT & KBIA properties located proximate to Strawberry Island on Great Hill Road.

Following the July 13, 2016 Board of Selectmen, staff and I held separate meetings with representatives from KLT and KBIA to discuss the events surrounding the land use violation involving the alteration of vegetation on the properties located adjacent to Strawberry Island off Great Hill Road.

The focus of the meetings was to discuss the violation, the remedy and the elements of the Administrative Consent Agreement, in lieu of court action. The Town developed a list of items that are deemed to be necessary elements to resolving the violation. The emphasis of this process was to better define the limitations of the properties for all parties, establish controls to ensure the property could return to its "pre-cut" condition and develop a management plan to avoid any future violations.

The Town contacted the Department of Inland Fisheries & Wildlife (IF&W) to determine if this area was of as any particular concern in regards to possible disturbance of habitat. Staff from IF&W has indicated that this is not any known area for habitat and will formally follow-up with this, though our initial impression is that it is unlikely that the alteration of the vegetation had any known impacts that would be of concern to IF&W.

As part of the Administrative Consent Agreement the Town has identified the following items that would be required as part the Consent Agreement:

1. An estimate for the cost of complete restoration of the area of vegetation that was altered.
2. KLT will provide the Town access to funds for a two year period in an amount sufficient to replace the vegetation that was disturbed as part of the violation.
3. A management plan from KLT in terms of how the property will be used and maintained.

The Town has received and reviewed the information requested from each party and provided this to the Town Attorney for use in drafting of the Administrative Consent Agreement. The Town Attorney prepared a draft of this document which has been provided to each party for review and comment, each of which has some minor clarification, though the essence of the document has not been modified based on any of this input.

Based on our meetings with each party and review of the information provided, we are comfortable that the limitations of the permissible uses of the property are understood. Further, there is a mechanism available to the Town to ensure that the vegetation that was disturbed is properly restored. This is addressed as part of the management plan and the establishment of funds to be held by the Town for a two-year period to ensure remediation.

Through our review of the process, it has become clear that KBIA was unaware and not complicit to the activity that occurred on their property. Further, we understand that KLT and KBI have engaged in a dialog to address any issues that are not related to the land use violation.

The Administrative Consent Agreement has been structured such that it will be an agreement between the Town of Kennebunk and the Kennebunk Land Trust only. The focus of the Administrative Consent Agreement is to remedy the violation. I have visited the subject property and the vegetation does not appear to have experienced any die-off and seems to be surviving. The Administrative Consent Agreement has a mechanism to allow the Town to access these funds for the restoration of the vegetation on either property if more than 10% dies-off.

KBIA will be asked to enter into an agreement for a two-year period that, allows the Town to access their property to make any necessary remedial repairs using the funds set aside by KLT as part of this agreement.

I have included with this memorandum of this the following relevant items for review:

1. Copy of Estimate to restore area disturbed as part of Land Use violation

2. Copy of Strawberry Island Preserve General Stewardship and Management Plan adopted by KLT Stewardship Committee August 1, 2016
3. DRAFT Copy of Administrative Consent Agreement drafted by the Town Attorney and reviewed by Staff, KLT & KBIA

The Administrative Consent Agreement has identified that KLT will pay a penalty to the Town no later than a specified date. As part of the finalization of the process, the Board of Selectmen needs to establish what the penalty shall be, as well as the date by which this payment shall be made to the Town.

The Notice of Violation issued by the Code Enforcement Officer included the following language:

> *Failure to comply with this order may result in court action against you and you may be required to pay a fine. Title 30-A M.R.S.A. Subsection 4452 establishes a fine of $100 - $2,500 for any violation of the Ordinance (a separate fine will be assessed for each day a violation continues). The Town will seek an order for corrective action, a substantial fine, plus its attorney's fees and costs in such action.*

In consideration of establishing a penalty, the Board should consider the following:

- KLT has agreed to reimburse KBIA for any legal fees that they may incur as part of this process (this is required as part of the Administrative Consent Agreement)
- KLT has indicated that they will reimburse KBIA for the portion of the Boundary Survey that was commissioned after the fact (this is required as part of the Administrative Consent Agreement)
- KLT should be responsible for any fees incurred by the Town Attorney as a result of their involvement in this process (that is not currently stipulated as a requirement of the Administrative Consent Agreement)
- The nature of violation and the range of fines permissible under the law. The Code Office does not have a prescribed fee schedule for a level of violation. It is not unreasonable to recognize that a minor violation would generally be aligned with the $100 penalty and the $2500 would likely be a major violation.
- In determining what is a minor versus major violation, such factors would be appropriate to consider:
    - Knowledge and awareness of regulations and limitations
    - Extent of violation (size of area impacted)
    - Permanency of the impact to the environment
    - Impacts to habitat

- Costs avoided as a result of committing the violation (probable costs avoided due to securing of permits)
- History of violations

With respect to the language in the Administrative Consent Agreement, Staff and the Town Attorney find this to be acceptable. Both KBIA and KLT were provided an opportunity to review the DRAFT Administrative Consent Agreement and each offered comments, which have been incorporated to this document.

At this point, once the Board of Selectmen has reviewed the agreement, subject to any feedback that would warrant review by the Town Attorney, we feel this is suitable for execution. The Board needs to establish any penalty and time to which this should be submitted to the Town.

Paul Demers and I will be at the August 9th meeting to answer any question that the Board may have in regards to this. Representatives from KLT and KBIA have been invited as well.

Please call me at 207-985-2102 (x1337) if you have any questions.

Boiling Spring Landscape

Brad Meserve
959 New County Rd
Dayton, ME 04005

Estimate

Date	Estimate #
7/21/2016	933

Phone #
(207)499-0135

E-mail
byrd1@roadrunner.com

Website
www.BoilingSpringLandscape.com

Name / Address
Marie Louise St.Onge Executive Director Kennebunk Land Trust 6 Brown St. Suite 2 Kennebunk, ME 04043

Project

Description	Qty	Total
RESTORATION OF STRAWBERRY ISLAND IF EXISTING ROSES DIE FROM THE PRUNING THAT WAS DONE IN THE FALL OF 2015. THIS IS FOR THE KLT AND THE KBIA PROPERTIES AT STRAWBERRY ISLAND AND ONLY INCLUDES WHERE ROSES ARE EXISTING NOW		
ROSA RUGOSA 18" 1 GAL	400	5,940.00
LOAM TO PLANT ROSES INTO	8	168.00
DARK BARK MULCH	8	296.00
LABOR -- CREATING PLANT POCKETS TO PLANT ROSES -- ADDING LOAM AND PLANTING -- MULCHING ROSES	90	4,050.00
EQUIPMENT		100.00
THIS IS AN ESTIMATE ONLY		

	Total	$10,554.00

STRAWBERRY ISLAND PRESERVE
General Stewardship and Management Plan

Plan Adopted by Stewardship Committee: August 1, 2016

Date: July 26, 2016

The Kennebunk Land Trust
6 Brown Street, Suite 2
Kennebunk, Maine 04043

Strawberry Island Preserve
General Stewardship and Management Plan

July 26, 2016

I. Description of Property

A. General

Strawberry Island Preserve is situated in the eastern part of the town of Kennebunk, York County, Maine. The preserve is off the southeastern side of Great Hill Road and extends southeasterly to the water's edge. The preserve consists of parcels 37 & 39 of Kennebunk tax map # 97. The parcels are comprised of less than one (1) acre of land at mean high tide.

B. History of Property

The Maine Council of Churches, Portland, Maine, conveyed title to the Preserve to Kennebunk Land Trust (nee Ramanasco Land Preservation Trust) on April 13, 1976.

C. Natural Resource Inventory

The property consists of a rocky and sandy shoreline with vegetation consisting mainly of Beach Roses (*Rosa rugosa*).

II. Management Objectives

The property will be maintained in its natural, undisturbed state and shall not be built upon, altered or subdivided but will be open to passive recreational uses. Restrictions will be imposed to avoid jeopardizing the important ecological features of the property as the Trust deems necessary. The property may be managed for the protection and study of plant and wildlife and their habitats.

The primary management objectives are as follows:

1. To maintain the property in its natural state as undisturbed, undeveloped and a preserve for wildlife.

2. To preserve the habitats of the existing flora and fauna including any endangered/threatened species.

3. To provide for passive recreational uses that will not jeopardize or harm the ecology of the property.

4. To provide for educational opportunities that will enhance human connections to the Strawberry Island Preserve environment and increase appreciation and care for the habitats.

5. To maintain scenic vistas.

III. Public Access

Access to the preserve is from Great Hill Road.

IV. Permitted and Non-permitted Uses

The Strawberry Island Preserve is open to the public for passive recreational enjoyment and wildlife viewing opportunities. Use of this property from dawn to dusk is permitted. Any use that is detrimental to the management objectives will not be permitted. The Kennebunk Land Trust reserves the right to limit the use of the property at its discretion.

A. Removal of trees or vegetation
Cutting and removal of trees or other vegetation is not permitted except when pruning is required in the interest of the health of vegetation and meets regulatory requirements.

B. Passive recreational and educational uses
The property is open to the public for passive recreational and educational uses.

C. Hunting
Hunting and trapping are not permitted on this property.

D. Fires and Camping
No campfires or overnight camping are allowed.

E. Motorized Vehicles
No motorized vehicles are allowed including but not limited to motorbikes, ATVs and snowmobiles.

V. Monitoring and Enforcing Guidelines

A. Public Access
Because the property remains privately held by the Kennebunk Land Trust (the Trust), the Trust is primarily responsible for the monitoring and enforcement of the use of the property. Anyone using the property however, will do so at their own risk. The Trust shall not be responsible for any injury or damages resulting from the use of any portions of the property.

The Trust retains the same rights as any private landowner regarding the use by others of the property. It maintains and reserves in its discretion the right to keep the property open to the public and to eject any person when found necessary. The Trust also maintains the right to prosecute anyone found violating the requirements of this Management Plan. If the Trust finds that continued violations occur regarding the permitted and non-permitted uses of the property, the Trust maintains the right to close the property to public use.

B. Responsibilities of the Kennebunk Land Trust Stewardship Committee
The Kennebunk Land Trust Stewardship Committee will be responsible for the **Strawberry Island Preserve** pursuant to the terms outlined in this Management Plan. In addition to this responsibility, this committee will be charged with:

1. The financial management of this plan (budget, taxes, projects, endowment).
2. Developing educational programs that educate the community about the wonders of this habitat and how to ensure its survival for future.
3. Monitoring the property.
4. Allowing passive recreational uses that will not jeopardize or harm the ecology of the property.

C. Adherence To Code Regulations

The Trust in its management of the Strawberry Island Preserve will adhere to all municipal, state and federal regulations. Specifically; Adherence to Municipal Regulations, Article 10, Performance Standards, Section 3. Shoreland Overlay District and Resource Protection District. Regulations by the Maine Department of Environmental Protection and the Maine Department of Inland Fisheries and Wildlife will also play a prominent part in the management of the **Strawberry Island Preserve**.

ADMINISTRATIVE CONSENT AGREEMENT

This AGREEMENT is entered into this __ day of _____, 2016, by and between **Kennebunk Land Trust,** a Maine corporation, with a mailing address of 6 Brown Street, Suite 2, Kennebunk, Maine 04043 (hereinafter "KLT"), and the **Town of Kennebunk**, a municipal corporation located in the County of York, State of Maine (hereinafter, the "Town").

WHEREAS, KLT owns real property located on Great Hill Road, Kennebunk, Maine identified on Town Assessor's Map 97 as Lot 37, and further described in a deed recorded in the York County Registry of Deeds in Book 12173, Page 38 (hereinafter the "Premises"); and

WHEREAS, KLT has taken certain actions at the Premises that have resulted in violations of the Kennebunk Zoning Ordinance (hereinafter the "Ordinance"), specifically the cutting of vegetation in the Shoreland Zone and Resource Protection District where such action is prohibited; and

WHEREAS, KLT also caused cutting of vegetation on adjacent property owned by KBIA Charitable Holdings, Inc. (hereinafter "KBIA"), identified on Town Assessor's Map 97 as Lot 38 and further described in a deed recorded in the York County Registry of Deeds in Book 16943, Page 62, without the permission or knowledge of KBIA and also in violation of the Ordinance: and

WHEREAS, the total area cut by KLT in violation of the Ordinance is approximately 12,300 square feet; and

WHEREAS, KLT's actions violate Article 10, Section 3.D(2)(e) of the Ordinance, which prohibits the cutting of existing vegetation under three feet in height and other ground cover; and

WHEREAS, the Code Enforcement Officer sent a Notice of Violation to KLT and to KBIA setting forth this violation; and

WHEREAS, the Town has determined that KBIA was not responsible for the violation since it (KBIA) did not authorize the cutting of the vegetation, did not learn about it until after the cutting was completed and in fact in a prior year objected to the cutting on its land; and

WHEREAS, KLT has previously caused similar cutting to be done on its own property and on the property owned by KBIA, also without the permission of KBIA; and

WHEREAS, both KLT and the Town wish to resolve this issue without the need for a court enforcement action concerning the above-referenced violations of the Ordinance;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. KLT has prepared a remediation plan for the Premises and for the property owned by KBIA on which KLT caused the cutting of vegetation without the knowledge or permission of KBIA. The Town shall review this remediation plan to determine that it complies with all relevant sections of the Ordinance; if it finds any deficiencies in the plan, KLT will be responsible for revising the plan to address those deficiencies in a manner that is satisfactory to the Code Enforcement Officer. The plan must be in compliance with Article 10, Section 3 of the Ordinance, as determined by the Code Enforcement Officer.

2. KLT shall provide to the Town $10,554.00, which amount shall be held by the Town for a period of two (2) years after the completion of the remediation plan. This is the amount estimated to cover the total cost of the remediation plan.

3. The Town shall be entitled to utilize the funds provided by KLT either to complete any portion of the remediation plan that is not completed to the satisfaction of the Code Enforcement Officer or to replace within the two-year period any area of die-off or non-revegetation that in total exceeds 10% of the 12,300 square-foot area of disturbance.

3. KLT shall be responsible for, and has agreed to, reimburse KBIA for the legal costs that KBIA has incurred in this matter since KBIA was not responsible for the violation that occurred on its property, and also to compensate KBIA for its share of the costs of a survey that was commissioned after the incident of cutting and trespass on KBIA property .

4. No later than _____, 2016, KLT shall pay a penalty to the Town in the amount of _____.

5. KLT further agrees not to undertake any further cutting on the Premises without all required approvals.

6. Provided that KLT complies with all terms of this Agreement and completes all work set forth herein, the Town waives its right to seek judicial relief against the particular zoning violation described above as it existed at the time of the Notice of Violation. However, if KLT fails to complete any obligations under this Agreement, the Town may bring an enforcement action pursuant to 30-A M.R.S.A. § 4452 and/or pursue any other legal or equitable remedies available for breach of this Agreement and for violation of the Ordinance, in addition to utilizing the funds provided for in Sections 2 and 3.

7. This Consent Agreement shall be binding on KLT, its successors and assigns, and it shall be duly recorded by KLT at the York County Registry of Deeds within thirty (30) days of the date of execution of this Agreement, with a copy of the duly recorded instrument provided to the Code Enforcement Director. KLT shall be responsible for all recording costs.

8. KLT acknowledges that it has reviewed this Administrative Consent Agreement with its legal counsel and understands the requirements and terms set forth herein.

KENNEBUNK LAND TRUST

Dated: _____, 2016

By: _____

_____
Print Name

Its _____

TOWN OF KENNEBUNK

Dated: _____, 2016

By: _____
Barry Tibbetts

Its Town Manager, thereunto duly authorized

State of Maine
York, ss.

_____, 2016

Then personally appeared the above named _____, in his/her capacity as _____ of the Kennebunk Land Trust, and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity and the free act and deed of the Kennebunk Land Trust.

Before me,

_____
Attorney at Law/Notary Public

_____
Print Name

State of Maine
York, ss.

_____, 2016

Then personally appeared the above named Barry Tibbetts, in his capacity as Town Manager of the Town of Kennebunk, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of the Town of Kennebunk.

Before me,

_____

Attorney at Law/Notary Public

_____

Print Name

Town of Kennebunk, Maine

Paul A. Demers,
Code Enforcement Officer
Brian Paul
Assistant Code Enforcement Officer
Tel: (207) 604-1311
Fax: (207) 985-4609

NOTICE OF VIOLATION/ORDER FOR CORRECTIVE ACTION

To: Kennebunk Land Trust
6 Brown Street #2
Kennebunk ME 04043

Kennebunk Beach Improvement Association
c/o Shannon Beer Belanger, President
Board of Directors
P.O. Box 707
Kennebunk ME 04043

You are hereby notified that you are in violation of **Article 4 Section 1.E. of the Town of Kennebunk Zoning Ordinance.**

Date Violation Observed: **February 23, 2016**

Description of Violation:
The Owner did remove or cause to be removed and significantly cut the vegetation entirely within the Resource Protection and Shoreland Overlay Districts in violation of "performance standards in Article 10, Section 3.D, clearing of vegetation for Activities other than Timber Harvest." More specifically, Subsection D.(2)(e) which prohibits the cutting of existing vegetation under 3 feet in height and other ground cover. An area of approximatley 75 feet by 200 feet was cut to within 1 foot of the ground resulting in a signifcant removal of the existing beach rose vegetation.
The work was not approved or inspected to be in compliance with applicable State and local codes as referenced above.

You are hereby ordered to take the following corrective action or measures **upon receipt of this letter:**

- **DISCONTINUE ANY FUTURE CUTTING OF THE "UNDERSTORY VEGETATION" IN THE RESOURCE PROTECTION AREA IN THE FUTURE.**

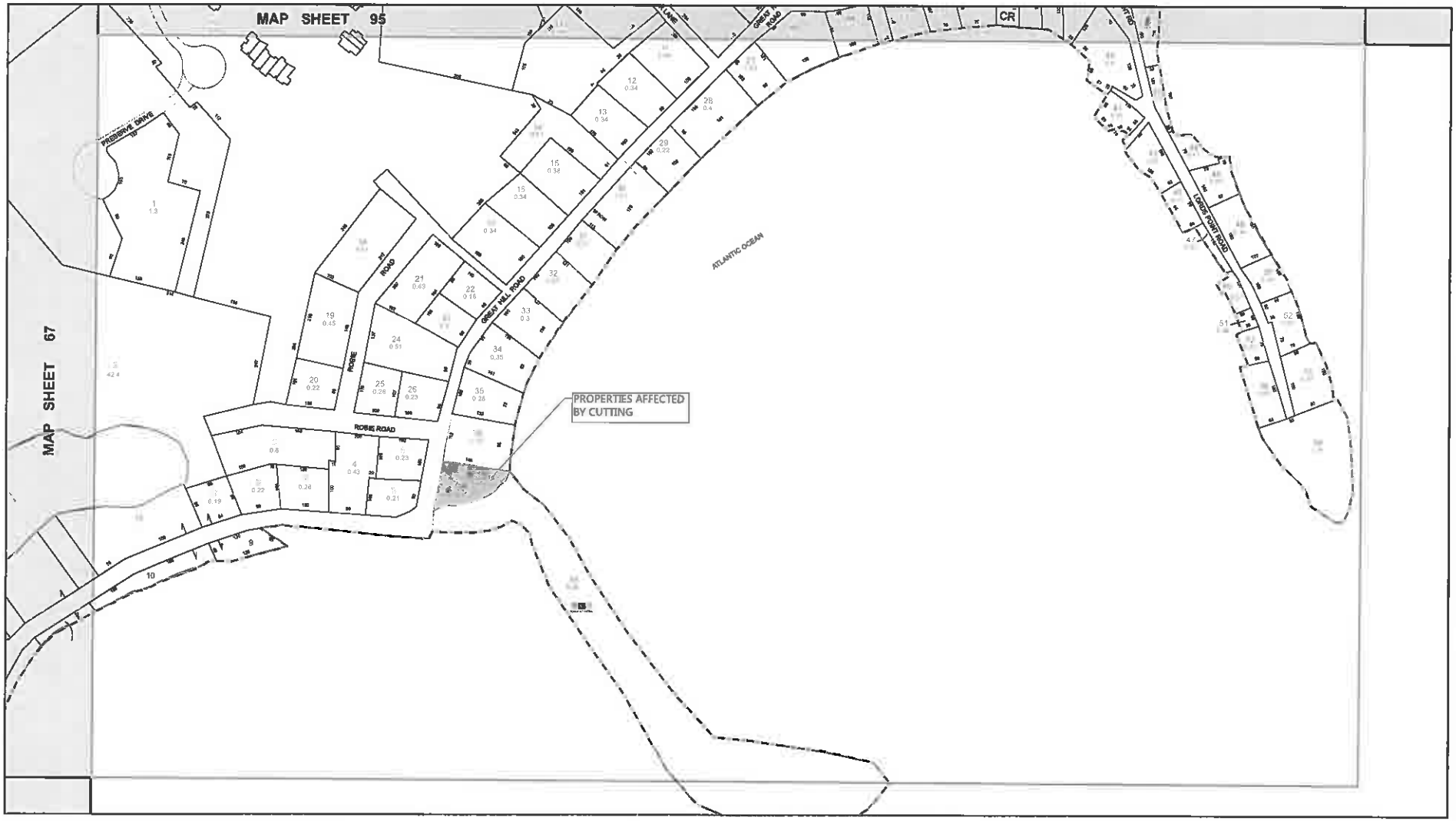
Failure to comply with this order may result in court action against you and you may be required to pay a fine. Title 30-A M.R.S.A. Subsection 4452 establishes a fine of $100 - $2,500 for any violation of the Ordinance (a separate fine will be assessed for each day a violation continues). The Town will seek an order for corrective action, a substantial fine, plus its attorney's fees and costs in such action.

As permitted by Article 6, Section 2A, of the Kennebunk Zoning Ordinance, an appeal of this enforcement action may be taken to the Zoning Board of Appeals within Thirty (30) days of this order, by submitting to the Town Clerk of the Town of Kennebunk a written statement and application of the relief requested and why it should be granted. Failure to exercise this administrative procedure will jeopardize your right of appeal.

Please contact the Code Enforcement Officer at the Town Hall or by phone (207-604-1311) if you have any questions concerning this violation and tc make arrangements to bring your property into compliance. You **must** notify the Code Enforcement Officer when corrective action is taken so that a compliance check may be made.

Date

Code Enforcement Officer



Tax sheets are intended for assessing purposes only. Boundary locations are approximate and should not be used for conveyance of property or for set-back or zoning determinations. Parcel lines and aerial boundaries are for reference only.

Revised to : April 1, 2015

Cemeteries	MAIN STREET	Road Name	Kennebunk Land Trust
Parks		Lot Number	Property in Special Use Program
Schools		Parcel Acreage	Farmland
Streams	200	Parcel Dimension	Open Space
Easement	MOUSAM RIVER	Waterbody Name	Tree Growth
Zoning Line (Shoreland and Resource Protection Zoning not shown)	VR	Zoning Designation	

Town of Kennebunk

York County, Maine

400 0 400 Ft

N

97

Tax Map

97

LOCATION OF PHOTO LOOKING TOWARD AREA OF CUTTING. NOTE HOME (MAP 97 LOT 36) IN BACK GROUND OF PHOTO.
APPROXIMATE AREA OF CUTTING (12,000 SF +/-)
Google earth

Boiling Spring Landscape, Inc.
959 New County Road
Dayton, ME 04005

rec'd 8/9/16

August 5, 2016

Town of Kennebunk
Board of Selectmen
1 Summer St.
Kennebunk, ME 04043

RE: Strawberry Island

Dear Selectmen:

I am the owner of Boiling Spring Landscape, Inc. I am not able to attend the August 9, 2016 meeting as I am on a previously scheduled vacation. However, I wanted to be certain that the Board has the facts. My company was hired by Kennebunk Land Trust to prune the rosa rugosa at Strawberry Island. I was not hired to clear-cut it.

I intended to prune it back to about 15" to 18" in height; I instructed my crew to prune it back to about 15" to 18" in height. When I arrived on site I saw that it had been cut back to about 6" to 8". I stand by my work; that was ultimately my mistake and I am very sorry. I was not aware that a permit was required to prune in that area. The saving grace, perhaps, is that the rosa rugosa looks wonderful and healthy now.

I hope this answers the questions that you had.

Sincerely,

Bradley E Meserve

Brad Meserve

Boiling Spring Landscape, Inc.

9.a

Town of Kennebunk
Citizen's Initiative

We, the undersigned registered voters of the Town of Kennebunk, hereby request that that the Board of Selectmen place the following question on the warrant for the General Election of November 8, 2016.

"Do you favor the Kennebunk Light and Power District continuing to invest in hydropower generation facilities along the Mousam River?"

	Signature	Printed Name	Street & Number	Residence Town
1				
2				
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Town of Kennebunk
Citizen's Initiative

We, the undersigned registered voters of the Town of Kennebunk, hereby request that that the Board of Selectmen place the following question on the warrant for the General Election of November 8, 2016.

"Do you want the opportunity to vote on any, and/or all of the following questions before the Trustees of the Kennebunk Light and Power District make a final decision on them: whether the Dane Perkins Dam, Twine Mill Dam, and/or Kesslen Dam should continue to generate hydropower, remain in place, and/or be removed?"

	Signature	Printed Name	Street & Number	Residence Town
1				
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Town of Kennebunk
Citizen's Initiative

We, the undersigned registered voters of the Town of Kennebunk, hereby request that that the Board of Selectmen place the following question on the warrant for the General Election of November 8, 2016.

"Do you favor the Town of Kennebunk maintaining and improving the existing conditions along the Mousam River, in particular, mill pond areas and water levels sufficient to allow the continuation of existing recreational activities, by keeping the Dane Perkins, Twine Mill, and Kesslen Dams in place, whether or not said dams continue to generate hydropower?"

	Signature	Printed Name	Street & Number	Residence Town
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9.b.

KENNEBUNK POLICE DEPARTMENT
KENNEBUNK, MAINE

Robert F. MacKenzie, Chief of Police

Maine law allowing fireworks enacted in 2012 (attached)

York County Municipalities:

Complete Fireworks Ban:

- Biddeford
- Sanford
- Ogunquit
- York

Partial Fireworks Ban (possession allowed or certain dates are allowable):

- Kennebunkport – possession allowed but no use or intent.
- OOB – possession allowed but no use or intent.
- Wells - possession allowed but no use or intent.
- Eliot – allowable certain times of year, July 4 & NYE.
- North Berwick – allowable only through permit issued by fire department.

No Fireworks Ordinance:

- Kittery
- Kennebunk
- Parsonsfield
- Cornish
- Limington
- Lyman
- Arundel
- Acton
- Shapleigh
- Waterboro
- Newfield
- South Berwick
- Berwick

4 SUMMER ST. • KENNEBUNK, ME. • 04043-6642
EMERGENCY: 9-1-1 • NON-EMERGENCY: (207) 985-6121 • FAX: (207) 985-8769
http://www.kennebunkmaine.us

Speaking with representatives from various agencies, the common consensus is whether a town has an ordinance or not, police calls for service regarding fireworks have either stayed the same, or dropped.

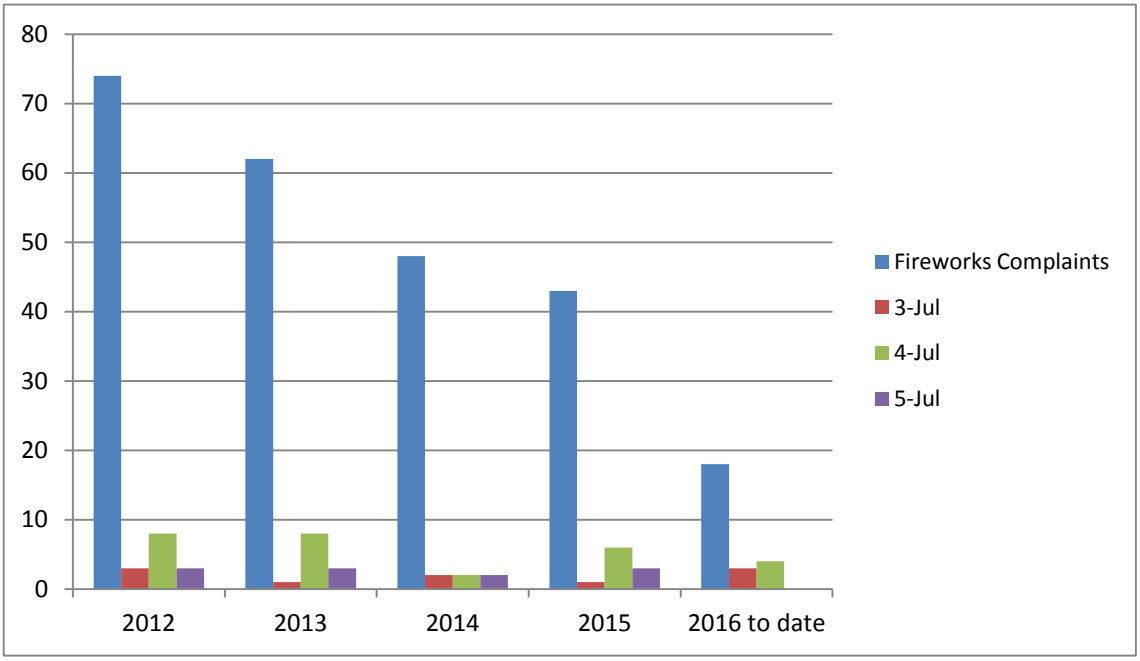
Things to consider:

- Allowing possession in the ordinance will help alleviate some concerns about disposal of fireworks. In the past, fireworks have been turned over the to the State Fire Marshal's Office, but now that state law allows fireworks, they no longer will collect and dispose of them.
- Possession also allows for people to purchase and to transport elsewhere if they were to take a trip to a community that allows for fireworks.
- Fireworks allowable during certain times of year should mirror the town noise ordinance.
- Consider manpower issues to enforce an ordinance.
- Creating an ordinance allowing certain dates for lighting of fireworks has worked in other jurisdictions.
- Proper signage at all town limits and throughout town would be necessary.

KENNEBUNK POLICE DEPARTMENT
KENNEBUNK, MAINE

Robert F. MacKenzie, Chief of Police

Fireworks Complaints



Majority of calls are June-August

June – 18%

July – 39%

August – 22%

4 SUMMER ST. • KENNEBUNK, ME. • 04043-6642
EMERGENCY: 9-1-1 • NON-EMERGENCY: (207) 985-6121 • FAX: (207) 985-8769
http://www.kennebunkmaine.us

Kathy Nolette

From: Barry Tibbetts
Sent: Tuesday, August 02, 2016 2:39 PM
To: Kathy Nolette
Subject: FW: Fireworks injuries FOR AGENDA

From: Jeff Rowe <Jrowe@kennebunkmaine.us>
Date: Tuesday, August 2, 2016 at 2:22 PM
To: Barry Tibbetts <btibbetts@kennebunkmaine.us>
Subject: Fireworks injuries

In a review of fire reports back to January 1, 2000 thru July 31, 2016, the Kennebunk Fire Rescue has not logged any injuries from fireworks. A query of our fire reporting (Firehouse) and our medical reports (Image Trend) were the sources.

Chief Jeff Rowe
Kennebunk Fire Rescue
1 Summer Street
Kennebunk, Maine 04043
207.985.2102 ext. 1340

General Guide to Consumer Fireworks Use

If your community has no ordinances restricting or prohibiting the use of consumer fireworks in your community, then Maine Public Law Chapter 416, provides the following applicable guidelines for using these products.

1. **§ 223-A. §§ 8 (A) Consumer fireworks may be used between the hours of 9:00 a.m. and 10 p.m., except that on the following dates they may be used between the hours of 9:00 a.m. and 12:30 a.m. the following day:**
   - **(1) July 4th;**
   - **(2) December 31st; and**
   - **(3) The weekends immediately before and after July 4th and December 31st.**

2. **§ 223-A. §§ 8 (B) A person may use consumer fireworks only on that person's property or on the property of a person who has consented to the use of consumer fireworks on that property.**

   A person who violates this subsection commits a civil violation for which a fine of not less than $50 and not more than $500, plus court costs, may be adjudges for any one offense.

3. **§ 223-A. §§ 11 (D) A person under 21 years of age may not purchase, use or possess consumer fireworks within the State of Maine.**

4. **§221-A, §§1-A The following products are prohibited for use in Maine.**

   A. Missile-type rockets, as defined by the State Fire Marshal by rule;

   B. Helicopters and aerial spinners, as defined by the State Fire Marshal by rule; and

   C. Sky rockets and bottle rockets. For purposes of this paragraph, "sky rockets and bottle rockets" means cylindrical tubes containing not more than 20 grams of chemical composition, as defined by the State Fire Marshal by rule, with a wooden stick attached for guidance and stability that rise into the air upon ignition and that may produce a burst of color or sound at or near the height of flight.

For additional information contact:

Inspection Divison
Office of the State Fire Marshal
45 Commerce Center Drive, Suite 1
Augusta, Maine 04330
(207) 626-3870

9.c.

Maine Regional School Unit 21
The Schools of Arundel, Kennebunk, and Kennebunkport

"Preparing responsible, contributing citizens in a global society."

Kathryn M. Hawes, Ph.D., Superintendent of Schools
Bruce A. Rudolph, Business Administrator

Phillip J. Potenziano, Ed.D., Assistant Superintendent of Schools
Susan L. Martin, Director of Special Services

Keith Trefethen
Town Manager
Arundel, Maine 04046

Laurie Smith
Town Manager
Kennebunkport, Maine 04046

Barry Tibbetts
Town Manager
Kennebunk, Maine 04043

July 17, 2017

Dear Keith, Laurie, and Barry:

I am writing to notify you that the RSU 21 Cost-Sharing Agreements is due to be reviewed this fiscal year. Attached is a copy of our current Cost Sharing Agreement with the specific details of this review. As noted, you'll need to select (2) Municipal Members and (1) School Board Member from your town to serve on the Cost-Sharing Amendment Committee. Please forward me those names once selected.

RSU 21 is contracting with Dr. Gerald (Jake) S. Clockedile to facilitate this work. Jake is a retired superintendent and business manager who is one of five facilitators approved by the Maine Department of Education for Cost-Sharing Amendment Committees.

Below is a time line for meetings:

Wednesday, August 10th – 6:00-8:00 p.m. – Kennebunk Elementary School, Room A102
Wednesday, August 17th – 6:00-8:00 p.m. – Kennebunk Elementary School, Room A102
Wednesday, August 24th *(if needed)* - 6:00-8:00 p.m. – Kennebunk Elementary School, Room A102

If we are to make adjustments to our Cost-Sharing Agreement, it will go to referendum on November 8th, prior to the beginning of our town and school district budget development processes. Thanks for your attention to this.

Sincerely,

Kathryn Hawes

Kathryn Hawes, Ph.D.
Superintendent of Schools

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Cost Sharing Committee Meeting Agenda
August 10, 2016 (6-8pm) A102

1) Introductions
2) Roles and responsibilities
   a) Facilitator roles
   b) Superintendent and Business office roles
   c) Committee member roles
   d) Meeting ground rules
3) Baseline Information
   a) Current cost share method
   b) Current impact on community
   c) Historical data (3-4 years)
4) Legal options for changes in cost share formula
5) Round table of concerns held by each committee member
   a) Opportunity for public input
   b) Opportunity for educator input
6) Steps in process and end results
   a) If committee reaches agreement
   b) If committee does not reach agreement
7) Questions or requests from committee
8) Next meeting and agenda

March 2013

EXHIBIT A
TO REGIONAL SCHOOL UNIT NO. 21 WARRANT

Revised cost sharing method set forth in the proposed revision to paragraph 13-B of the Regional School Unit No. 21 Reorganization Plan (the "Plan") approved by a majority of the municipal representatives of the Towns of Arundel, Kennebunk and Kennebunkport at a meeting on May 29, 2012 in accordance with the Plan.

13-B. Cost Sharing in Regional School Units

Section 1
The regional school unit may raise money, in addition to the required local contribution pursuant to Title 20-A, Section 15690, subsection 1 for educational purposes. With the exception of any non-state funded debt service (as defined in MSRA 20-A Section 15690, subsection 2A2, below) approved on or after March 26, 2013, the additional local costs of operating the regional school unit shall be shared among all the municipalities within the regional school unit on the basis of the following formula:

a) 90% shall be shared on the basis of the fiscal capacity of each member municipality; and
b) 10% shall be shared on the basis of the number of resident pupils in each member municipality.

Any non-state funded debt service (as defined in MSRA 20-A Section 15690, subsection 2A2, below) approved by the regional school unit on or after March 26, 2013 will be shared among all the municipalities within the regional school unit based 100% on the fiscal capacity of each member municipality. Each dollar of future debt service for which there is not state reimbursement will be shared using this local formula.

MSRA 20-A Section 15690, subsection 2A2: "Non-state funded debt service is the amount of money needed for the annual payments on the regional school unit's long-term debt for major capital construction projects that are not approved for state subsidy."

In calculating the fiscal capacity of each member municipality for the purposes of sharing additional local costs under this section, the captured assessed value within any tax increment financing (TIF) districts shall be included for each TIF municipality as follows: The TIF municipality's property fiscal capacity shall be increased by an amount equal to the TIF municipality's amount of captured assessed value within TIF districts reported on the municipality's State Valuation Analysis received from Maine Revenue Services for the same State Valuation year used to determine the municipality's fiscal capacity.

For example, Kennebunk's fiscal capacity for the RSU 21 fiscal year 2014 shall be the final 2012 State Valuation as reported by Maine Revenue Services, Property Tax Division (and used by the Maine Department of Education in its fiscal year 2014 Form ED279, Computation of Unit Allocation to Fund Public Schools), plus the "TIF Adjustments" line reported on the final State Valuation Analysis received from Maine Revenue Services as part of Kennebunk's 2012 State Valuation.

The number of resident students used to allocate additional local costs of operating the regional school unit shall be the same as those used by the Maine Department of Education in its Form ED279, Computation of Unit Allocation to Fund Public Schools for that same fiscal year.

Section 2
A
If the regional school unit board takes action to close an elementary school in a member municipality, the voters in the member municipality may vote to keep the school open. If this action is taken, state law requires the municipality in which the school is located to be liable for the costs of keeping the school

open for one year. However, by this agreement, if the regional school unit board takes action to close an elementary school, and the voters in the local municipality vote to keep the school open, the district-wide over-EPS costs will be adjusted so that the remaining municipalities will assume responsibility for an amount equal to the share each would have paid to operate the school proposed for closure by the regional school unit, had it not been proposed for closure.

B

The local cost sharing formula applies only to the amount, if any, of additional local funds and non-state funded debt service raised by the regional school unit. It does not apply to the required local contributions raised by each municipality pursuant to 20-A M.R.S.A. § 15688.

Debt existing prior to the formation of the RSU shall be paid by Arundel for Arundel School District's existing local-only debt and by MSAD 71 for MSAD 71's existing local-only debt; MSAD 71's existing local-only debt will be shared by Kennebunk and Kennebunkport at the old charter formula of 70% based on property value and 30% based on pupil count. Furthermore, beginning in fiscal year 2014, Kennebunk and Kennebunkport will share equally the amount of MSAD 71 pre-existing debt disputed during the 2010-2011 cost-sharing review. The disputed amount to be shared equally is identified by finding the difference between the state-approved formula for allocating debt service (based 100% on pupil count) and the MSAD 71 local formula for allocating debt service (based on 70% property value and 30% pupil count) for each year. An addendum to this agreement demonstrates the impact of this shift in each year based on fiscal year 2013 Form ED279, Computation of Unit Allocation to Fund Public Schools enrollment and property value data.

The method of amending the cost sharing formula is as follows:

A. A review of the cost sharing formula by the regional school unit board will occur in fiscal year 2017. Each subsequent review will occur within 6 months after each decennial census results become available.

B. The cost sharing formula shall also be reviewed if requested by a written petition of at least 10% of the number of voters voting in the last gubernatorial election within the regional school unit, or if approved by a majority of the full regional school unit board. The regional school unit board shall hold at least one meeting of municipal representatives to reconsider the method of sharing costs. The regional school unit shall give at least 15 days' notice to each municipality comprising the region of any meeting.

C. Each member municipality must be represented at the meeting or meetings by 2 representatives chosen at large by its municipal officers, and one member of the regional school unit board chosen by the municipality's municipal officers.
Prior to the first meeting of municipal representatives, the region shall engage the services of a facilitator selected from the list, if any, maintained by the commissioner. The facilitator shall:

(1)At the first meeting, review and present data and information pertaining to sharing of costs within the region. Pertinent information may include, but is not limited to, a description of the region's cost-sharing method, the elements involved in the calculation of each municipality's costs and a graphic depiction of the current and historic distribution of costs in the region;

(2)Solicit and prepare a balanced summary of the concerns of the municipal officials, educators and the public about the current method of cost sharing; and

(3)Develop a plan of action for consideration by the municipal representatives that responds to the information collected and the concerns raised. The plan of action must include a list of expectations for the conduct of the parties, options for proceeding and an assessment of the likely success of those options.

D. A change in the method of sharing costs may only be approved by a majority vote of the municipal representatives present and voting.

E. If a change in the cost-sharing method is approved by a majority of the municipal representatives meeting pursuant to paragraph A or B, the change must be submitted to the voters at a referendum election. It becomes effective when approved by a 2/3

supermajority vote of the regional school unit as a whole in a referendum called and held for this purpose in accordance with sections 1501-1504 of Title 20-A.

F. If approved at referendum, assessments made by the regional school unit board thereafter must be made in accordance with the new method of sharing costs.

G. The secretary of the region shall notify the state board that the region has voted to change its method of sharing costs. The state board shall issue an amended certificate of organization showing this new method of sharing costs.

Addendum

Using FY13data for enrollment and property values, the disputed amount of pre-existing MSAD 71 debt service is calculated for each remaining year to be:

2014:	$351,442.20
2015:	$333,724.96
2016:	$324,472.17
2017:	$313,190.09
2018:	$301,720.51
2019	$290,489.79
2020:	$279,188.41
2021:	$267,612.36
2022:	$256,138.93
2023:	$132,517.60
2024:	$127,238.10
2025:	$121,689.26

It is understood that these values simply represent a model, and that the actual amount of disputed debt service will vary each year as enrollment and state property values fluctuate, and TIF adjustments increase.

This is a Sample Calculation ONLY. Specific amounts will vary each year beginning in fiscal year 2014, and will be based on state-defined debt service, enrollment, and property valuation data. FY14

Amounts shown are from the Maine Dept of Education fiscal year 2013 ED279 Report and Maine Revenue Services 2011 State Valuation Analysis.

State Valuation (in $1,000's) plus TIF increments

Arundel SV	$429,150
Kennebunk SV	$2,126,200
Add back Kennebunk's TIF Adjustment	$32,863.62
Kennebunk SV + TIF Adj	$2,159,063.62
Kennebunkport SV	$1,938,250
Total	$4,526,463.62

(From Maine Dept of Education ED279 Report dated 02/22/2012, and MRS 2011 State Valuation Reports)

Pupil Count

Arundel	601.5
Kennebunk	1,635.5
Kennebunkport	426.5
Total	2,663.5

(From Maine Dept of Education ED279 Report dated 02/22/2012)

Kennebunk & Kennebunkport Only
Allocation based on 100% Pupil Count

Kennebunk	79.32%
Kennebunkport	20.68%

Allocation based on 70% State Valuation +TIF / 30% Pupil Count

Kennebunk	60.68%
Kennebunkport	39.32%

(From Maine Dept of Education ED279 Report dated 02/22/2012, and MRS 2011 State Valuation Reports)

State Debt Service Allocation			$1,910,970.51
Kennebunk	($1,910,970.51 x 79.32%)	(A)	$1,515,709.15
Kennebunkport	($1,910,970.51 x 20.68%)	(B)	$395,261.36
Kennebunk	($1,910,970.51 x 60.68%)	(C)	$1,159,576.91
Kennebunkport	($1,910,970.51 x 39.32%)	(D)	$751,393.60

Disputed Amount

(A) minus (C) -or- (D) minus (B) $356,132.24

50% to be deducted from Kennebunk's assessment and
50% to be added to Kennebunkport's assessment.

TOWN CLERK'S RETURN AND CERTIFICATE
AS TO RESULTS OF VOTING

TOWN OF KENNEBUNKPORT

I certify that the result of the vote taken on Article 1 of the Warrant and Notice of Election in the Town of Kennebunkport, covering the Regional School Unit No. 21 Referendum held March 26, 2013 relating to voting on amending the RSU's cost-sharing formula is as follows:

ARTICLE 1:

Yes 235

No 953

Void 18

DATED: 03-26-2013

April Dufoe

April Dufoe, Town Clerk
Town of Kennebunkport

(Seal)

TOWN CLERK'S RETURN AND CERTIFICATE
AS TO RESULTS OF VOTING

TOWN OF KENNEBUNK

I certify that the result of the vote taken on Article 1 of the Warrant and Notice of Election in the Town of Kennebunk, covering the Regional School Unit No. 21 Referendum held March 26, 2013 relating to voting on amending the RSU's cost-sharing formula is as follows:

ARTICLE 1:

Yes 1340

No 92

Void 04 (Blank)

DATED: 03-26-2013

Joanna M. Moran

Joanna Moran, Town Clerk
Town of Kennebunk

(Seal)

Exhibit 1-C

TOWN CLERK'S RETURN AND CERTIFICATE AS TO RESULTS OF VOTING

TOWN OF ARUNDEL

I certify that the result of the vote taken on Article 1 of the Warrant and Notice of Election in the Town of Arundel, covering the Regional School Unit No. 21 Referendum held March 26, 2013 relating to voting on amending the RSU's cost-sharing formula is as follows:

ARTICLE 1:

Yes 488

No 19

Void 0 (Blanks)

DATED: March 27, 2013

Simone Boissonneault

Simone Boissonneault, Town Clerk
Town of Arundel

(Seal)

RSU 21 LEGAL TIMELINE FOR FY 2017 REVIEW OF COST SHARING FORMULA PER 2012 REVISION

DESCRIPTION	LEGAL DEADLINES	SUGGESTED DATES Based on Nov. 8, 2016 General Election	SELECTED DATES
Engage Facilitator: Superintendent engages facilitator for cost sharing amendment committee	Prior to the first meeting	ASAP	
Notice of Committee Meeting: RSU notifies member municipalities of meeting to consider cost sharing formula	Minimum 15 days' notice to municipalities of the first meeting of the cost sharing amendment committee(and after updating school board on this process)	Tuesday, July 19, 2016	
Select Committee: Municipal officers select each select 2 members at large and 1 member from the school board	Prior to the first meeting	By Wednesday July 27, 2016	
First Committee Meeting: Cost sharing committee meets to consider facilitator's review and presentation of data and information pertaining to cost sharing, and for facilitator to solicit concerns of municipal officials, educators and public about current cost sharing method; after receiving input, presents a plan of action that includes the expectations for conduct of parties, options for proceeding, and assessment of likely success of those options.	No sooner than 15 days' after notice given to municipalities; note that completed in time for statewide referendum on November 8. If a change in method is approved by a majority vote of representatives present and voting, it will go to referendum.	Wednesday, August ~~3~~ 10, 2016	
Second Committee Meeting: Facilitator prepares a balanced summary of the concerns expressed at the first meeting; committee considers options and acts on motion(s) if any to change method of cost sharing	None. See above for completion of meetings.	Wednesday, August ~~10~~ 17, 2016	
Third Committee Meeting: if needed	None. See above for completion of meetings.	Wednesday, August ~~17~~ 24, 2016	
PROCESS ENDS HERE IF NO AMENDMENT APPROVED BY COMMITTEE; PROCESS CONTINUES IF COMMITTEE APPROVES AMENDMENT			

Provide Legal Counsel with Referendum Information: Provide Drummond Woodsum with new cost sharing proposal and other information needed to prepare referendum documents.	None; allow at least 1-2 weeks for ballots, warrants, hearing notices, board votes and other materials to be prepared	Thursday, August 18, 2017	
Order Ballots: Place order with printer for official ballots and specimen ballots (if paper ballots used) or arrange for town clerks to order machine ballots / specimen ballots and for programming of counting machines.	None; recommend before School Board meeting calling the election; must coordinate with clerks and leave extra time if towns use machine ballots; absentee ballots must be delivered at least 30 days before the referendum, but clerks will want the absentee ballots 45 days prior to coordinate with statewide election	For machine ballots: Wednesday, August 31, 2016 For paper ballots: Wednesday, August 31, 2016	
Call the Election: School Board calls the referendum and signs referendum warrants and notices of public hearing.	None; must leave time for other deadlines below.	Monday, September 19, 2016	
Deliver Ballots and Warrants: RSU resident delivers ballots and referendum warrants to town clerks.	Referendum warrants must be delivered within 3 days of School Board Meeting (20-A M.R.S. § 1502(1)(B)); referendum warrants and absentee ballots must be delivered at least 30 days before the Referendum.	Tuesday, September 20, 2016	
Post Public Hearing Notices: RSU resident posts Public Hearing notices.	Posting of notices for Public Hearing must occur at least 7 days before the Public Hearing (20-A M.R.S. § 1502(1)(C)).	Tuesday, September 20, 2016	
Hold Public Hearing: School Board holds public hearing on the cost sharing amendment.	At least 7 days before referendum (20-A M.R.S. § 1502(1)(B)).	Monday, Oct. 24, 2016	
Post Warrants: Towns post referendum warrants following countersignature by municipal officers.	Countersignature and posting of referendum warrants must occur "forthwith" after delivery to clerk (20-A M.R.S. § 1502(1)(B)); Towns must post referendum warrants at least 7 days before the referendum (30-A M.R.S. § 2523(4)).	No later than Tuesday, November 1, 2016	
Referendum: Voters participate in a RSU-wide referendum to act on the amendment.	At least 7 days after public hearing; at least 30 days after referendum warrants and absentee ballots are distributed to town clerks (20-A	Tuesday, Nov. 8, 2016	

	M.R.S. § 1502(1))	
Certification of Election Results: Town clerks certify the results of the referendum votes and send the totals to the RSU.	Within 24 hours of the determination of the results of the Referendum (20-A M.R.S. § 1503(3)(A))	Wednesday, Nov. 9, 2016
Declaration of Results: School Board declares whether the referendum question has passed and sends certification to the towns.	"As soon as" all of the results from all of the municipalities have been returned to the Board (20-A M.R.S. § 1503(3)(B)); Recommend next regularly scheduled board meeting following the election.	Monday, Nov. 14, 2016

9.d.

TOWN OF KENNEBUNK, MAINE
POSITION DESCRIPTION

CLASS TITLE:	Computer Systems Specialist	**CODE NUMBER:**	
DEPARTMENT:	Finance / Administration	**GRADE NUMBER:**	
UNION:	Not Applicable	**STATUS:**	Non-Exempt
DATE:	July 2016		

Purpose of Position

The Computer System Specialist supports personal computers, peripheral equipment, networks, communications equipment, and users' software and hardware needs.

Position-Specific Duties

- Troubleshoots, repairs, maintains, installs, and performs testing activities on various computer equipment, peripherals, data communication, and computer network systems.

- Assembles, installs, configures, and tests computer equipment requiring use of standard interface protocols.

- Manages Active Directory objects and security groups.

- Creates and troubleshoot Google Apps users and groups

- Assists with repairing, installing, and testing complex pieces of equipment or LANs.

- Prepares and submits vendor warranty claims, parts, and documentation.

- Completes work orders such as installing equipment, connecting and moving devices or creating components of autonomous networks.

- Troubleshoots network and desktop connected printers.

- Develops and maintain software and hardware inventory and tracking systems.

- Researches various end-user solutions in hardware and software and make recommendations.

- Orders, stocks, and stores electronic components.

- Performs preventive maintenance for computer, data communication, and/or peripheral equipment; test and adjust to appropriate standards.

- Responds and tracks user requests.

- Demonstrates knowledge of principles and processes for providing customer and personal services. This includes customer needs assessment, meeting quality standards for services, and evaluation of customer satisfaction.

- Troubleshoots computer software issues and conflicts and provides guidance on resolution or workarounds.

- Required to occasionally work nights and weekends.

Education, Training, And Other Qualifications

Associates degree in computer science or related field or equivalent preferred.

Experience Required

Two years' experience working with PC operating systems and networking

Knowledge, Skills and Abilities

- Knowledge of personal computers, peripheral equipment, networks, audio/video and communications equipment, and hardware/software needs.

- Knowledge of creation and management of active directory objects.

- Familiarity with the Google Apps suite.

- Ability to prioritize tasks and manage time.

- Manages assigned projects and program components to deliver services in accordance established objectives.

- Installs and maintains data retrieval systems as emergency backups.

- Responds to inquiries from staff, administrators, and service providers to provide technical assistance and support.

- Troubleshoot malfunctions of network hardware and software applications, telephones, video, audio and security systems to resolve operational issues and restore services.

- Ability to write and/or follow documented procedures to implementation.

- Ability to communicate proficiently both orally and in writing.

- Ability to work effectively in a team environment.

- Demonstrates commitment to quality customer service.
- Ability to work independently or under general direction.
- Must speak English.
- Computer Programs and Equipment Knowledge.
- Microsoft Operating Systems.
- Microsoft products.
- Apple products and related software.
- Adobe products.
- Google Apps.
- Multi-Function and Desktop Printers.
- Desktop and Laptop Hardware.
- Some experience with web scripting is preferred.

Physical and Mental Demands

While performing the duties of this position, the employee is frequently required to walk, stand, bend, kneel, stoop, communicate, reach and manipulate objects. The position requires mobility. Duties involve moving materials weighing up to 20 pounds on a regular basis such as computers, stands, printers, files, books, office equipment, etc., and may infrequently require moving materials weighing up to 30 pounds. Manual dexterity and coordination are required while operating equipment such as computer keyboard, calculator, and standard office equipment. Specific vision abilities required by the job include close vision and the ability to adjust focus.

KENNEBUNK FIRE RESCUE DEPARTMENT

ADMINISTRATIVE POLICIES

Article 5 | Section 1, 2, 3, 4, 5, 6, 7 | Date Revised: July 19, 2016

JOB DESCRIPTION
FULL-TIME FIRE CAPTAIN / PARAMEDIC

SECTION 1 – APPOINTMENT

The Fire Chief may hire/promote the selected candidate once they have met the outlined job requirements. The selected candidate shall successfully pass a series of pre-employment examinations to include, but not limited to, written exam(s), physical exam(s), agility test, pre-employment psychological assessment, drug screening and background check.

SECTION 2 – AUTHORITY

This position will perform supervisory and management responsibilities for daily operations of full-time and per-diem personnel. This position assumes the responsibility of an emergency scene prior to being relieved by a ranking officer. The position has general responsibility for supervision of firefighters and/or EMS personnel. Work involves the exercise of considerable independence and decision-making authority under the general direction of the Chief or EMS Division Chief. Work is reviewed through observation, reports, and evaluations.

SECTION 3 – DUTIES AND RESPONSIBILITIES

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment.

1. Plans, coordinates and supervises activities of fire suppression and EMS teams during emergency response, training, and administrative activities.

2. Responds to fires, emergency medical incidents requiring fire operations, and other critical emergencies within the town; determines the nature, extent and severity of the emergency, and assists the commanding officer with all aspects of emergency scene management.

3. Supervises the daily work of personnel. Inspects all stations and work areas to ensure that the apparatus, equipment inventory, living quarters, and work environment are properly maintained.

4. Directs specialized maintenance activities for equipment, as specified for:
    a. hazardous material equipment;
    b. weekly Self-Contained Breathing Apparatus (SCBA) inspections and inspection records, flow tests of SCBA, cylinder hydro static tests, and repair records;
    c. weekly maintenance and inspection of Cairns IRIS, equipment and vehicles;
    d. monthly and annual fire extinguisher inspections and maintenance of all extinguishers;
    e. annual nozzle and hose testing and repair; and
    f. all small engines.

5. Plans, schedules, assigns, and participates in equipment and station maintenance, department drills and training, department fire inspections, and other operational and administrative functions; and participates in, and provides input for, monthly and special staff meetings with Chief Officers, Officer meetings, and policy procedural operations of the department.

6. Operates within the State EMS protocols at their EMS License level.

7. Performs the duties of Deputy Town Warden as outlined by the Maine Forest Service.

8. Supervises and performs general maintenance duties in the upkeep of Fire-Rescue property, apparatus, and equipment per NFPA fire codes.

9. Communicates with other communities to develop mutual aid activities.

10. Performs Fire & Life Safety Inspections for the purpose of renewed and new applications for Victualer, Liquor, Food Sales, Special Amusement and Lodging licenses to meet the building codes adopted by the Town and the State of Maine.

11. Conducts pre-planning of commercial, industrial, and apartment buildings.

12. Investigates and prepares reports on fires, traffic accidents, and other responses.

13. Supervises and assists personnel with public education in the schools, daycares, and businesses for both Fire & EMS, as needed.

14. Demonstrates the ability to understand and follow oral and written instructions.

15. Demonstrates positive interpersonal skills resulting in the ability to interact professionally and appropriately with fellow employees while in close proximity for extended periods of time.

16. Demonstrates the ability to perform a wide variety of Firefighting, EMS, and Hazmat duties and methods, including the operation of all Firefighting, EMS and Hazmat equipment.

17. Demonstrates the ability to adapt quickly, and adopt an effective course of action(s) with due regard to the surrounding hazards and circumstances at hand.

18. Periodically analyzes and evaluates department rules, regulations, and standard operating procedures, and independently formulate recommendations for additions, deletions and amendments.

19. Promptly investigates reports from subordinates concerning accidents, damage to or loss of department property or building equipment, and submit written report with findings and recommendations to the Chief.

20. Demonstrates a working knowledge of the street system and physical layout of Kennebunk, or the ability to acquire this knowledge rapidly after employment.

21. Assists with the collection, loading, and return all of company equipment to the station after a fire or medical emergency; assists with the cleaning, maintenance and repair of equipment used at an incident as needed; inspects equipment and insures proper loading and placement of equipment.

22. Reports any breach of Fire-Rescue Rules and Regulations, Standard Operating Procedures, Memoranda, or directives to their ranking Officer.

23. Reports all work related injuries as required.

24. Monitors developments relevant to the fire service, and develops recommendations to enhance the department's overall effectiveness and performance.

25. Performs other duties as required or assigned.

SECTION 4 – REQUIRED MINIMUM QUALIFICATIONS

- High School Diploma or GED, and be a minimum of 21 years of age.
- Valid State of Maine Driver's License; Class B desired. Must obtain Class B within one year from date of employment.
- A working knowledge of all procedures within the Fire/EMS system on a Federal, State, Regional and Local basis.
- Maine State Firefighter II certification.
- Maintain Hazardous Materials Operations Level certification.
- Maine State certification as AEMT; Paramedic preferred. Paramedic certification required within 24 months from date of hire.
- ICS-NIMS 100, 200, 300, and 700 certifications.
- Forestry S130 / S190 certification.
- EVOC / AVOC certification.
- Pumps I or Basic Pump Operations certification.
- Intermediate to advanced proficiency in the following computer software/applications: Firehouse, Image Trend and Microsoft Office: Word, Excel, and Outlook.

KNOWLEDGE

The incumbent must have proficient knowledge in the following areas.

- Command and control techniques.
- Principles, techniques, strategy, materials and equipment used in fire suppression, firefighting techniques and methods, investigation and prevention, investigation and evidence gathering techniques, rescues and related emergency responses.
- Principles and practices of effective employee supervision, including selection, training techniques and methods, firefighting public education and awareness, and work evaluations.
- Methods and practices of providing emergency response techniques, hazardous material and chemical spill response; and knowledge of applicable federal/provincial laws, codes, ordinances and regulations, safety practices and precautions pertaining to work environment.
- Administrative practices, including budget needs, monitoring expenditures, and purchase and requisition processes.

SECTION 5 – SPECIAL REQUIREMENTS

1. Must have flexibility regarding time management and possess good interpersonal skills.

2. Extensive knowledge and experience in Fire or EMS equipment, methods, and techniques.

3. Thorough knowledge of the rules and regulations of the department, fire prevention / life safety codes, and ordinances.

4. Knowledge of record keeping, purchasing, personnel management, and office procedures.

5. Ability to effectively direct, with good judgment, the operations and activities of personnel and equipment under emergency conditions.

6. Ability to effectively work with and maintain good working relationships with other Town of Kennebunk Officials and the members of the department.

7. Ability to establish and maintain effective working relationships with other municipal officials, State, Federal, and County Authorities, and the general public.

8. Thorough knowledge of NFPA Life Safety Code 101, NFPA Sprinkler Code, and NFPA 1 Fire Code.

SECTION 6 – PHYSICAL, MENTAL, AND SENSORY DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of the position. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

PHYSICAL DEMANDS

- The Fire Captain may be involved in physically draining and exhausting activities which include taking command of a fire scene, participating in emergency response situations, being involved in physically dangerous situations, and possibly exposed to hazardous materials.

- The Fire Captain will have to carry heavy firefighting equipment while climbing ladders and going through buildings. The Fire Captain will regularly be exposed to water in extreme weather conditions, and have to deal with resulting ice build-up in winter months.

- While performing the duties of this job, the employee is frequently required to use hands to finger, handle, feel or operate objects, tools or controls; reach with hands and arms; climb or balance, stoop, kneel, crouch or crawl, walk, sit and talk or hear.

- The employee must regularly lift and or move equipment and/or persons weighing up to 165 pounds.

- Specific vision abilities required by this job include close vision, color vision, and the ability to adjust focus.

MENTAL DEMANDS

While performing the assigned duties, Fire Captains are regularly required to use written and oral communication skills; read and interpret data, information and documents; analyze and solve problems; use math and mathematical reasoning; observe and interpret situations; learn and apply new information or skills; and interact with municipal staff, other organizations and the public. Very high levels of mental and emotional stress may be caused due to the requirement necessary to fight fires in an effective manner; the requirement to maintain absolute control in dangerous and hectic situations; and the possibility of loss of life, injury and property.

SENSORY DEMANDS

The Fire Captain will be exposed to smoke and fire that will adversely affect each of the senses including smell, touch, taste, hearing and sight, and will require extreme levels of concentration during a firefighting situation.

SECTION 7 – PERSONAL ATTRIBUTES

The incumbent must demonstrate the following personal attributes.

- Maintain standards of conduct.
- Be respectful.
- Possess cultural awareness and sensitivity.
- Be flexible.
- Demonstrate sound work ethics.
- Be consistent and fair.

TOWN OF KENNEBUNK, MAINE
POSITION DESCRIPTION

CLASS TITLE:	Truck Driver	**CODE NUMBER:**	
DEPARTMENT:	Public Services	**GRADE NUMBER:**	
UNION:	Eligible	**STATUS:**	Non-Exempt
DATE:	July 2016		

PURPOSE OF POSITION

The purpose of this position is to drive trucks and other equipment for a variety of department projects, which include snow and ice control, construction, repair and maintenance of roads, sidewalks, parks, bridges and facilities. The work is performed under the direction of the Public Services Supervisors or the Director of Public Services.

ESSENTIAL DUTIES & RESPONSIBILITIES

The intent of this job description is to provide a representative summary of the major duties and responsibilities performed by incumbents of this job. Employees may be requested to perform job-related tasks other than those specifically presented in this description.

• Prepares trucks and auxiliary equipment daily. Sets up snow plows, sanders and wings. Services and performs routine maintenance work on trucks and other equipment. Monitors performance and reports malfunctions to supervisor.

• Operates dump trucks and a variety of other trucks and equipment to haul and remove materials, plow and sand roads, mow roadsides, fields and grounds, cleans storm drains and to repair or clear roads.

• Operates jack-hammer, chain saws and other hand tools in maintenance work, which includes including cleaning catch basins and culverts, clearing roadsides, etc. Assists in the repair and construction of catch basins.

• Repairs and installs fences, street signs, guard rails and roadside equipment.

• Performs manual labor as required.

• Picks up and delivers materials to and from job sites. Transports hot patching materials, wood chips, sand, etc.

• Performs other related duties as assigned.

MINIMUM JOB QUALIFICATIONS

High school diploma or equivalent with three years of related experience or any combination of education and experience that provides equivalent knowledge, skills and abilities.

Appropriate education substitutions can be made.

Other

• Position requires a Commercial Driver's License.

KNOWLEDGE, SKILLS, and ABILITIES

• Ability to compile, assemble, copy, record and/or transcribe data and information according to a prescribed scheme or plan.

• Ability to utilize a wide variety of reference and descriptive data and information such as regulations, street listings, vehicle maintenance reports, operating manuals, blueprints, correspondence and general operating manuals.

• Ability to communicate orally and in writing with the Director and all department personnel, other town departments and the public. Ability to operate applicable machinery and tools

• Ability to perform maintenance and repair of equipment and machinery

• Ability to perform addition, subtraction, multiplication and division.

• Ability to work independently

• Ability to read, analyze, and interpret standards, policies, procedures, and regulations

• Ability to handle common inquiries or complaints

• Ability to define problems, collect data, establish facts, and draw valid conclusions

• Ability to exercise good judgment and focus on detail as required by the job

• Ability to follow oral and written instructions and procedures

• Ability to meet schedules and deadlines of the work unit

• Ability to communicate in English effectively orally and in writing

• Ability to maintain well-organized materials, files, systems and tools

• Ability to adapt to changes in work situations and priorities

• Ability to reason/analyze; use logic to identify and resolve problems

• Ability to evaluate, organize, and summarize data and information

• Ability to establish and maintain constructive and cooperative interpersonal relationships with staff, peers, supervisors, or managers in the work unit and other departments, as well as with staff of outside entities and other individuals, as applicable to the essential duties and responsibilities

• Ability to satisfy the needs of internal and external customers accurately and promptly, treating customers with fairness and respect.

PHYSICAL REQUIREMENTS

• Requires the ability to operate, calibrate, tune and synchronize, and perform complex rapid adjustment on equipment, machinery and tools such as trucks and light equipment, mowers, plows, power and hand tools, and/or related materials used in performing essential functions.

• Requires the ability to coordinate eyes, hands, feet and limbs in performing movements requiring skill and training, such as driving trucks.

• Tasks involve the regular and sustained performance of moderately physically demanding work, typically involving some combination of climbing and balancing, stooping, kneeling, crouching, crawling, and lifting, carrying, pushing, and pulling moderately heavy objects and materials, twenty to fifty pounds.

• Requires the ability to recognize and identify similarities or differences between characteristics of colors, shapes and sounds associated with job-related objects, materials and tasks.

Exerting up to 50 pounds of force occasionally, up to 20 pounds of force frequently, and/or up to 20 pounds of force constantly having to move objects.

WORKING CONDITIONS

The working conditions described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

• Ability to work under potentially dangerous and uncomfortable conditions where exposure to environmental factors such as temperature and noise extremes, smoke, dusts, traffic hazards or machinery may cause discomfort and where there is a risk of injury.

Incumbents may be subjected to moving mechanical parts, odors, dust, poor ventilation, chemicals, oils, extreme temperatures, inadequate lighting, and intense noises.

EOE STATEMENT

The Town of Kennebunk is an equal opportunity employer and all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, disability status, protected veteran status, gender identity, sexual orientation or any other characteristic protected by law.

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TOWN OF KENNEBUNK/COMMITTEE LISTING - AS OF JULY 12, 2016

COMMITTEE	MEMBERSHIP	EXPIRATION DATE (June 30)	VACANCY	MEETING SCHEDULE
Affordable	Jennifer Gordon, Chair	2017	(2) 2019	Meets as Needed
Housing	Brian T. Hutchins	2018	(2) Alt. 2017	
Committee	Elva Kindler	2017		
Board of	Richard B. Smith, Chair	2019		Meets as Needed
Assessment	Caroline R. Parker	2017		
Review	Melvin Uchenick	2018		
Board	Richard. A. Morin, Vice Chair	2019		2nd & 4th Tuesday
of	Deborah Beal, Secretary	2017		at 6:30 p.m.
Selectmen	Christopher Cluff	2017		
	Daniel S. Boothby	2018		
	Edward Karytko	2018		
	Shiloh A. Schulte	2018		
	L. Blake Baldwin	2019		
Budget	John Costin, Vice Chair	2019		Meets as Needed
Board	Larry Dwight	2018		
	Donald C. Burnham	2017		
	William A. Ward, Jr.	2017		
	Thomas Wiggins	2019		
	Thomas Wellman	2018		
	Thomas J. Cahoon	2019		
Selectman Liaison	Christopher Cluff			
Committee	Edward Trainer	2019		2nd Thursday
on	Bevan Davies	2019		at 4:00 p.m.
Aging	S.Sassy Smallman	2019		
	Alice White	2019		
(name may be changed	Susan Pettit	2018		
once the committee	Christina Bronzetti	2018		
begins meeting)	Susan LeBlanc Malley	2018		
	Barbara Yates	2017		
	Donna Curtis-Binette	2017		
	Marti Hess-Pomber	2017		
	Karen Winton, GA Rep. (ex-officio)			
	Judy Bernstein, Planner Rep.(ex-officio)			
	Police Dept. Rep.(ex-officio)			
	Alaina LeBlanc Tridente, Chamber Rep.(ex-officio)			
Selectman Liaison	L. Blake Baldwin			
Community Dev.	Angus Macaulay (EDC Rep.)	no terms	2 Resident Rep.	Meets as Needed
Block Grant (CDBG)	Robert Metcalf (Planning Bd. Rep.)			
Façade Advisory	Frances Smith (HPC Rep.)			
Committee	Terrence Vaughan (WKVC Rep.)			
	vacant (Downtown Comm. Rep.)			
	(Chamber of Comm. Rep.)			
	vacant (Resident Rep.)			
	Town Staff (Ex-Officio)			

NR (non-resident)

TOWN OF KENNEBUNK/COMMITTEE LISTING - AS OF JULY 12, 2016

COMMITTEE	MEMBERSHIP	EXPIRATION DATE (June 30)	VACANCY	MEETING SCHEDULE
Community	Leslie Lindgren, Chair	no terms		4th Wednesday
Garden	Leo Hallen, Vice Chair			at 5:30 p.m.
Committee	Mary Elizabeth Baker			
	Sarah Downs			
	Joseph "Gus" Favreau			
	Barbara Rummler			
	Harry Ruth			
	Steven Doughty			
	Dominic Cacciola			
	Michelle Ruth			
	Rona Klein			
	Sandra P. Tillman (Assoc.)			
Selectman Liaison	Deborah Beal			
Comprehensive Plan	Robert Metcalf Chair, Planning Bd Rep.	no terms		2nd & 4th Wednesday
and Zoning Ord.	Charlie Galloway, Vice Chair, Community Rep.			at 6:00 p.m.
Update	Mathew Eddy, Economic Dev. Dir.			
Committee	Chris Osterrieder, Comm. Dev. Dir.			
	Judy Bernstein, Town Planner			
	Robert Georgitis, EDC Rep.			
	Nick Branchina, COSPC Rep.			
	Thomas Cahoon, WKVC Rep.			
	Elizabeth Smith, LVC Rep.			
	Maureen Adams Weaver, HPC Rep.			
	Philip K. Parker, Jr., SPRB Rep.			
	Jeffrey Bonney, Community Rep.			
	Daniel Lyons, Community Rep.			
Selectman Liaison	Edward Karytko			
Conservation and	Ellen R. Wolf, Chair	2018	(1) 2017	1st & 3rd Monday
Open Space Planning	Nicholas Branchina, Vice Chair	2019	(1) 2019	at 6:30 p.m.
Commission	Jennifer Shack	2017	(2) Alt. 2017	
Selectman Liaison	Deborah Beal			
Dog	Lisa Kendrick, Chair			2nd Wednesday
Advisory	Susan Stewart			at 6:30 p.m.
Committee	Cathy Connors			
	Ellen Fagan			
	Robin Levangie			
	Susan Hennessey			
	Ann Legg			
	Polly Hoffman			
	Linda Miller Cleary			
	Dianne Trachimowicz NR (non-voting member)			
	Sgt. Andrew Belisle, Ex-Officio			
Selectman Liaison	Daniel Boothby			
Downtown	Ahmed Ciangiulli, Chair	2018	(2) Alt. 2017	1st Thursday
Committee	Sylvia Cavanaugh	2018		at 8:00 a.m.
	Haven W. Andrews, Jr.	2017		
	Arlene L. Salvati	2019		
	Cynthia Walker	2018		
	Lisa Emmons	2017		
	Lorraine Burr	2019		
Selectman Liaison	L. Blake Baldwin			

NR (non-resident)

TOWN OF KENNEBUNK/COMMITTEE LISTING - AS OF JULY 12, 2016

COMMITTEE	MEMBERSHIP	EXPIRATION DATE (June 30)	VACANCY	MEETING SCHEDULE
Economic	Robert Georgitis, Chair	2019	(1) 2018	1st Thursday
Development	J. Steve Hrehovcik	2017	(1) 2017	at 5:00 p.m.
Committee	Angus Macaulay	2019	(2) Alt. 2017	
	Gary Dugas	2019		
	Virginia Brooks Griffith	2017		
	John Daamen	2019		
	William Macdonald	2017		
	Heather Harris	2018		
	Rachel Phipps	2018		
	Laura Dolce, Chamber of Commerce Rep. (Ex-officio)			
	Norm Labbe, KKWWD Rep. (ex-officio)			
	Michael Bolduc, KSD Rep. (ex-officio)			
	Todd Shea, KL&PD Rep. (ex-officio)			
Selectman Liaison	Christopher Cluff			
Energy	Anthony W. Dater, Chair	2017	(2) 2018	2nd Wednesday
Efficiency	Dennis Andersen, Vice Chair	2018	(1) 2019	at 5:30 p.m.
Advisory	David Sluyter, Sec.	2017		
Committee	Scott Negley	2019		
	Michael S. Wentworth	2018		
	Sharon Staz	2018		
	Todd Shea, K'bunk Light & Power Dist.			
Selectman Liaison	Daniel Boothby			
Fair Hearing	Estelle Wellman	2018	(1) 2019	Meets as Needed
Authority	Brenda Robinson	2017		
Festival	Lynne Abelson, Co-Chair	2019	(2) 2018	2nd Monday
Committee	Nancy L. Galloway, Co-Chair	2017	(1) 2017	at 4:30 p.m.
	Susan Plass	2017	(1) 2019	
	John W. "Jack" Bates	2017	(1) Alt. 2017	
	Mandy Nelson	2018		
	Patricia A. Nicholas	2019		
	Jason Woloszyn	2017		
	Samantha Abelson (Youth Rep.)	2017		
	Tasha Pinkham, Ex-Officio (Recreation Dir.)			
	Linda Johnson, Ex-Officio (Downtown Comm)			
	Jill LeMay, Ex-Officio (Library)			
Selectman Liaison	L. Blake Baldwin			
Historic	Frances Smith, Chair	2017		2nd & 4th Monday
Preservation	Maureen P. Raiter, Vice Chair	2018		at 6:30 p.m.
Commission	Maureen Adams Weaver	2019		
	Patrick Orr	2018		
	Judee Anne Jandreau	2017		
	Barbara Fleshman (Alt.)	2017		
	Paul Bevacqua (Alt.)	2017		
Selectman Liaison	Deborah Beal			

TOWN OF KENNEBUNK/COMMITTEE LISTING - AS OF JULY 12, 2016

COMMITTEE	MEMBERSHIP	EXPIRATION DATE (June 30)	VACANCY	MEETING SCHEDULE
Kennebunk	Robert Georgitis, Chair (EDC Rep.)			Meets as Needed
Development	John Sharood, (Resident Rep.)			
Corporation	David Moravick, (Finance Rep.)			
	Charlie Galloway (Resident Rep.			
	Richard Morin (Selectmen Rep.)			
(EDC appoints	Durward Parkinson,(Prof. Serv. Rep			
members to this	Thomas Wellman (Business Rep.)			
Corporation)	(Selectmen Rep.)			
	(EDC Rep.)			
	(Chamber Rep.)			
	(Industry Rep.)			
	Barry A. Tibbetts, Town Mgr.	non-voting		
Lower	Elizabeth Smith, Co-Chair	2019	(2) Alt. 2017	1st Monday at
Village	Bonnie Clement, Co-Chair	2018		8:00 a.m. at the
Committee	Wendy Ross	2018		Washington Hose
	Gregory Burke	2017		Fire Station, LV
(committee expanded to	Pat Foley	2017		
9 members on 5/12/15)	Laura Dolce	2018		
	Theresa Willette	2017		
Selectman Liaison	Richard Morin			
Mathew J. Lanigan	Edward Karytko, Selectman Rep.			
Bridge Adv. Comm.	Jeffrey A. Bonney			
	William Macdonald			
(this is a Department of	Bonnie Clement			
Transportation Comm.)	Dwight Raymond			
Planning	Chris MacClinchy, Chair	2018	(1) Alt. 2017	2nd & 4th Monday
Board	Richard B. Smith, Vice Chair	2017		at 7:00 p.m.
	Robert B. Metcalf	2019		
	David C. Smith	2017		
	Matthew Randall	2019		
	Janice Vance (Alt.)	2017		
Selectman Liaison	Richard Morin			
Recreation	Tyler J. Stewart, Chair	2017	(1) Alt. 2017	1st Wednesday
Committee	Greg Searle	2017		at 4:30 p.m.
	Jonathan Whitehouse	2019		
	Eddie St. John	2019		
	Judy Milligan	2018		
	John Hackett (Alt.), Sec.	2017		
	Julia Milligan (Youth Rep.)	2017		
	Olivia Aiken (Youth Rep.)	2017		
Selectman Liaison	Shiloh Schulte			
River	Richard M. Roberts, Jr., Chair	2018	(1) Alt. 2017	3rd Tuesday
Committee	Jack Jensen	2017		at 7:00 p.m.
	Charles Barker	2019		
	Robert Danzilo, Non-Res.Joint Member w/ Kport (Regular 2019)			
Harbormaster	Raymond Billings (attends mtgs. but not a member)			
Selectman Liaison	Shiloh Schulte			
RSU 21 Committees:				
Cost-Sharing Rev.Comm.	Richard Smith, Jeffrey Cole, Kevin Knight			RSU 21 sets schedule
High School Bldg. Comm	Douglas Stockbridge			(check www.rsu21.net)
These are RSU 21 committees (RSU 21 asked Selectmen to appoint Reps. to represent Kenn.)				

NR (non-resident)

TOWN OF KENNEBUNK/COMMITTEE LISTING - AS OF JULY 12, 2016

COMMITTEE	MEMBERSHIP	EXPIRATION DATE (June 30)	VACANCY	MEETING SCHEDULE
Shellfish	Philip K. Parker, Jr.	2018	(1) 2017	Meets as Needed
Committee	John S. White	2017	(2) Alt. 2017	(Last Tuesday
	Jonathan LeBarge	2018		at 7:00 p.m.)
Shellfish Warden	Russell Brown (attends mtgs. but not a member)			
Site	Gary Dugas, Chair	2017	(1) Alt. 2017	3rd Thursday
Plan	Jeanne Dunn, Vice Chair	2018		at 7:00 p.m.
Review	Philip K. Parker, Jr.	2018		
Board	Brenda S. Robinson, Sec.	2017		
	Matthew Fagginger-Auer	2019		
	Kristi Kenney (Alt)	2017		
Selectman Liaison	Edward Karytko			
Treasure	Susan Flynn	no terms		Meets as Needed
Chest	Roger W. Ellenberger			
Monitoring	Helen L. Newton			
Comm.	Karen Paro			
	Director of Public Services			
	Transfer Station Rep.			
Tree	Greg Searle, Chair	2017		1st Thursday
Committee	John Walker	2018		at 5:00 p.m.
	Wayne C. Cutting	2018		
	Paul B. Cotton	2017		
	Boyd A. Swenson	2019		
Selectman Liaison	L. Blake Baldwin			
Waterhouse	Barry Tibbetts, Town Manager	(position per Endowment By-Laws)		
Center	Tasha Pinkham, Recreation Dir.	(position per in Endowment By-Laws)		
Advisory	Linda Johnson, Downtown Comm.	(appointed by Board of Selectmen, per Endowment By-Laws)		
Committee	Eddie St. John, Recreation Comm.	(appointed by Board of Selectmen, per Endowment By-Laws)		
	vacant, Resident At-Large	(appointed by Board of Directors, per Endowment By-Laws)		
West	Barbara Weeman, Chair	2017	(1) 2017	1st Thursday
Kennebunk	Brenda L. Spulick, Vice Chair	2019		at 5:00 p.m. at the
Village	Raymond Ingalls	2019		Stevens Comm. Ctr.
Committee	Carol A. Whitten	2017		
	Thomas Cahoon	2018		
	Bobbi Searles	2018		
Selectman Liaison	Edward Karytko			
Zoning	William Macdonald, Chair	2018	(1) Alt. 2017	3rd Monday
Board	Steve Passerman	2017		at 6:30 p.m.
of	Patricia Kolosowski	2017		
Appeals	Douglas Gallagher	2019		
	Leah B. Rachin	2019		
	James Atwood (Alt.)	2017		

CHANGES MADE AT THIS MEETING:
Resigned: T.Collard (CDBG Façade Adv. Comm.)
Moved Up (Alt. to Reg.):
Appointed: D.Lyons (Comp. Plan & Zoning Ord. Update Comm.)

Selectmen Subcommittees:

Ordinance Review Subcommittee: Deborah Beal, Daniel Boothby, Shiloh Schulte
Finance Subcommittee: Chris Cluff, Richard Morin, L. Blake Baldwin
Communications/Dispatch Subcommittee: Chris Cluff, Richard Morin, L. Blake Baldwin
PAYT, Recycling, Transfer Station Review Subcommittee: Deborah Beal, Chris Cluff, Edward Karytko
Social Service Agencies Review Subcommittee: Daniel Boothby, L. Blake Baldwin

NR (non-resident)