



TOWN OF KITTELY

200 Rogers Road, Kittery, ME 03904
Telephone: (207) 475-1329 Fax: (207) 439-6806

October 14, 2015

Council Chambers

Kittery Town Council
Regular Meeting
7:00 p.m.

1. Call to Order
2. Introductory
3. Pledge of Allegiance
4. Roll Call
5. Agenda Amendment and Adoption
6. Town Manager's Report
7. Acceptance of Previous Minutes – 9/24/15 Special Meeting, 9/28/15 Regular Meeting
8. Interviews for the Board of Appeals and Planning
9. All items involving the town attorney, town engineers, town employees or other town consultants or requested officials
10. PUBLIC HEARINGS

(100115-1) The Kittery Town Council moves to hold a public hearing on an application from Clifford Elements LLC, 99 B High Street, Sanford, ME for a Victualer's License for Bill's Original Kitchen, 1 Government Street.

11. DISCUSSION

- a. Discussion by members of the public (three minutes per person)
- b. Response to public comment directed to a particular Councilor
- c. Chairperson's response to public comments

12. UNFINISHED BUSINESS

a. (090315-1) Item 2: The Kittery Town Council hereby ordains amendments to section 16.8.7 Sewage Disposal of the Kittery Town Code.

b. (090115-7) The Kittery Town Council hereby ordains in accordance with Section 6.11 (2) of the Kittery Town Charter a multi-year license between the York Water District and the Town of Kittery, for communications equipment to be located on a tower at Mt. Agamenticus.

13. NEW BUSINESS

- a. Donations/gifts received for Council disposition

b. (100115-2) The Kittery Town Council moves to approve an application from Clifford Elements LLC, 99 B High Street, Sanford, ME for a Malt and Vinous Liquor License for Bill's Original Kitchen, 1 Government Street.

c. (100115-3) The Kittery Town Council moves to approve a renewal application from Rolling In The Mud LLC, 460 US Route 1, Kittery for a Malt, Spirituous and Vinous Liquor License for When Pigs Fly Pizzeria, 460 US Route 1.

d. (101015-4) The Kittery Town Council moves to authorize Tributary Brewing Co., LLC, 5 Winding Brooke Lane, South Berwick, ME, a one day extension for Tributary Brewing Company, 10 Shapleigh Road, Site A, to hold a one day event on October 24, 2015 from noon to 8:00 p.m. to serve beer under an enclosed tent in front of the establishment.

e. (100115-5) The Kittery Town Council moves to approve the disbursement warrants.

f. (100115-6) The Kittery Town Council moves to authorize Project Graduation to hold a toll booth at the Resource Recovery Facility on Saturday, October 17, 2015 from 9:00 a.m. to 5:00 p.m.

g. (100115-7) The Kittery Town Council moves to appoint Joyce Tobey as Warden and Sandra Lutts as Deputy Warden for the November 3, 2015 State and Municipal Election and the opening of the polls at 8:00 a.m. and closing at 8:00 p.m. as recommended by the Town Clerk.

h. (100115-8) The Kittery Town Council moves to sign the Municipal Warrant for the November 3, 2015 Municipal Election.

14. COUNCILOR ISSUES OR COMMENT

15. COMMITTEE AND OTHER REPORTS

- a. Communications from the Chairperson
- b. Committee Reports

16. EXECUTIVE SESSION

17. ADJOURNMENT

Posted: October 8, 2015



TOWN OF KITTERY

Office of the Town Manager

200 Rogers Road, Kittery, ME 03904

Telephone: 207-475-1329 Fax: 207-439-6806

ncolbertpuff@kitteryme.org

Nancy Colbert Puff
Town Manager

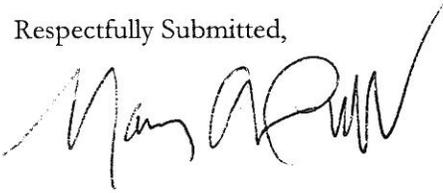
Town Manager's Report to the Town Council October 14, 2015

1. **York Water District Cell Tower Lease** – I met with Councilor Dennett to discuss his concerns with the proposed multi-year lease. I am pleased to report that the York Water District was able to make many of his proposed changes, which are visible (strikeouts and underlined insertions) in the document contained in your packet.
2. **Sewer Extension Update** – The directional drill under Route I-95 has been successfully completed and pressure tested. This element of the work was of critical importance to the success of the project overall, and was carefully designed and implemented. I would like to thank Eric Taylor, Chief Operator of the Wastewater Treatment Facility, for giving me a guided tour of the operation as it unfolded.
3. **Wood Island Project Update** – In conjunction with the Wood Island Life Saving Station Association, we have issued an RFQ to ascertain interest and prequalify contractors for a bid document to be issued sometime over the winter.
4. **Comprehensive Plan Update** – The Comprehensive Plan Committee has selected a consulting team to assist us in the production of a new plan. Community Circle, in conjunction with RKG Associates, Martha Lyon Landscape Architect, and AECOM, were unanimously chosen, and we expect to kick-off the project with them this month.
5. **Roadway Paving Repairs** – We are finalizing our agreement with Dayton Sand and Gravel and expect them to begin paving work very shortly while weather permits. As soon as we have obtained a project schedule from them, we will publicize the work to minimize inconvenience to the community.
6. **Memorial Circle and Wentworth/Walker Projects** – We continue to work on both grant-assisted projects. The draft Preliminary Design Report (PDR) for Memorial Circle will be presented before the Planning Board on October 22nd, and is on schedule to be advertised for bid in May, 2016. We are meeting with Maine Department of Transportation (MDOT) to begin discussion on project design this week. I have received complaints about lines of sight when making turns from Jones onto Walker Street, and will specifically consult with MDOT on recommendations for improvement as part of this work.
7. **Athletic Fields Master Plan** – The plan is now complete, and the consultant, in tandem with the Kittery Athletic Fields Improvement committee (the citizen group that funded 50% of the plan), will make a brief presentation to Council at its October 26th meeting.
8. **FEMA Reimbursement for the January 26-28th Storm** – We have received notice that we will receive reimbursement of approximately \$97,000 for our storm-related response.

9. **Board Appointments** – The Committee on Council Appointments met at the end of last month and agreed on an approach to align the end dates of a variety of Council appointments. We expect to have a proposal for the Council's consideration in the next month.
10. **Capital Improvement Committee (CIP)** – The CIP Committee will hold its first meeting of the fiscal 2017 year on October 15th.

As always, if you have any questions or concerns prior to the meeting, please do not hesitate to contact me. Thank you.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Nancy Colbert Puff". The signature is fluid and cursive, with a large, sweeping flourish at the end.

Nancy Colbert Puff

UNAPPROVED MINUTES

September 24, 2015

Kittery Town Council
Special Meeting
Requested by Jeffrey Thomson, Chair

Council Chambers

1. CALL TO ORDER: Chairperson Thomson called the meeting to order at 5:30 p.m.
2. INTRODUCTORY: Chairperson Thomson read the introductory.
3. PLEDGE OF ALLEGIANCE: Chairperson Thomson led those present in the Pledge of Allegiance.
4. ROLL CALL: Answering the roll were Councilors Frank Dennett, Charles Denault, Jeffrey Pelletier, Councilor Spiller, Councilor Kenneth Lemont, Vice Chairperson Russell White and Chairperson Jeffrey Thomson.
5. EXECUTIVE SESSION:

(090215-1) The Kittery Town Council moves to go into executive session in accordance with 1 M.R.S. §405 (6) (A) to discuss personnel and performance issues with the Town Manager.

IT WAS MOVED BY CHAIRPERSON THOMSON AND SECONDED BY COUNCILOR PELLETIER TO GO INTO EXECUTIVE SESSION AT 5:32 P.M. ROLL CALL VOTE WAS TAKEN AND MOTION PASSED, 7-0.

IT WAS MOVED BY CHAIRPERSON THOMSON AND SECONDED BY VICE CHAIR WHITE TO COME OUT OF EXECUTIVE SESSION AT 7:10 P.M. ROLL CALL VOTE WAS TAKEN AND MOTION PASSED, 7-0.

6. ADJOURNMENT:

IT WAS MOVED BY CHAIRPERSON THOMSON AND SECONDED BY COUNCILOR LEMONT TO ADJOURN THE MEETING AT 7:12 P.M. ALL WERE IN FAVOR BY A VOICE VOTE. MOTION PASSED 7-0.

TOWN COUNCIL MEETING
COUNCIL CHAMBERS

UNAPPROVED
SEPTEMBER 28, 2015

- 1
2 1. Call to Order
3
4 Chairperson Thomson called the meeting to order at 7:01 p.m.
5
6 2. Introductory
7
8 Chairperson Thomson read the introductory.
9
10 3. Pledge of Allegiance
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12 Chairperson Thomson led those present in the Pledge of Allegiance.
13
14 4. Roll Call
15
16 Answering the roll were Chairperson Thomson, Vice Chairperson Russell White,
17 Councilors Frank Dennett, Charles Denault, Jeffrey Pelletier and Judy Spiller.
18
19 5. Agenda Amendment and Adoption
20
21 Councilor Denault moved to strike item 13(h) from the agenda.
22
23 6. Town Manager's Report – None.
24
25 7. Acceptance of previous minutes – 9/14/2015
26
27 The minutes of 9/14/2015 were accepted as amended.
28
29 8. Interviews for the Board of Appeals and Planning Board – None.
30
31 9. All items involving the town attorney, town engineers, town employees or other town
32 consultants or requested officials – None.
33
34 10. PUBLIC HEARINGS
35
36 (090215-1) The Kittery Town Council moves to hold a public hearing on proposed
37 amendments to Title 16 of the Kittery Town Code as listed below:
38
39 **Item 1:** The Kittery Town Council hereby ordains amendments to sections 16.7.8, 16.2.2, 16.3
40 and 16.8.11.5 of the Kittery Town Code.

- 41 • 16.7.8 Land Not Suitable for Development
- 42 • 16.2.2 definitions
- 43 • 16.3 Land Use Regulations
- 44 • 16.8.11.5 Application Procedures

45
46 **Item 2:** The Kittery Town Council hereby ordains amendments to section 16.8.7 of the Kittery
47 Town Code.

- 48 • 16.8.7 Sewage Disposal

49
50 **Item 3:** The Kittery Town Council hereby ordains amendments to section 16.8.16.3 of the
51 Kittery Town Code.

- 52 • 16.8.16.3 Lots

53
54 **Item 4:** The Kittery Town Council hereby ordains amendments to section 16.9.1.4 of the Kittery
55 Town Code.

- 56 • 16.9.1.4 Soil Suitability

57
58 **Item 5:** The Kittery Town Council hereby ordains amendments to sections 16.4.4.1, 16.10.3.7,
59 16.10.3.8, 16.10.8.2.2 and 16.10.9.1.1 of the Kittery Town Code.

- 60 • 16.4.4.1 Inspection of Required Improvements
- 61 • 16.10.3.7 Independent Review/Inspection Review
- 62 • 16.10.3.8 Independent Review Applicant Funding
- 63 • 16.10.8.2.2 Performance Guaranty Conditions
- 64 • 16.10.9.1.1 Approved Final Subdivision Plan

65
66 **Item 6:** The Kittery Town Council hereby ordains amendments to section 16.7.3.5.6 of the
67 Kittery Town Code.

- 68 • 16.7.3.5.6 Nonconforming Structure Reconstruction

69
70 **Item 7:** The Kittery Town Council hereby ordains amendments to section 16.5.2.4 of the Kittery
71 Town Code.

- 72 • 16.5.2.4 Permit Period

73
74 **Item 8:** The Kittery Town Council hereby ordains amendments to section 16.9.1.3 of the Kittery
75 Town Code.

- 76 • 16.9.1.3 Prevention of Erosion

77
78 Chris DiMatteo, Town Planner, approached the podium and gave a brief description of each of
79 the items.

80

81 Chairperson Thomson opened the public hearing.

82

83 Agnes Charlesworth approached the podium to discuss Item 6. She noted that her family
84 has a seasonal cottage on Gerrish Island since 1958 that is built on cinderblocks and is in danger
85 of collapsing. She stated that they would need to pour a new foundation in order to correctly fix
86 the problem but the rules do not allow you to pour a new foundation. She added they have paid a
87 lot of taxes to the Town over the years and would like to be able to repair their cottage and save
88 it from collapse.

89

90 John Watts, a business owner in Kittery approached the podium to discuss various items.
91 He asked why the soil suitability reference was not just deleted instead of writing a whole new
92 ordinance. Mr. DiMatteo responded that it made sense for them to rewrite it so they could work
93 on related code amendments and connect different pieces. Mr. Watts asked how much soil is
94 required to install a septic system. Mr. DiMatteo and Ms. Kalmar responded that in the
95 Shoreland Zone, the current requirement is 15 inches and it will increase to 21 inches and outside
96 of that zone the current requirement is 9 inches which will increase to 15 inches. Mr. Watts
97 asked who the soil scientists were and Mr. DiMatteo responded that they attended the workshop
98 in December of 2013 and they were a mixture of land development professionals. Mr. Watts
99 asked why they were requiring 15 inches outside the Shoreland, commenting that there is
100 technology out there which can protect the environment in less depth and the stringent rules
101 restrict development. Ms. Kalmar responded that those systems are more expensive than standard
102 septic systems so they decided to recommend deeper soil depths so it was less expensive for
103 people to install. She added that if you are replacing an existing system and cannot meet the
104 increase depth requirement then you can use the State's standards. Ms. Kalmar commented that
105 the pretreatment only prevents nitrogen and phosphorus and the deeper soil prevents more
106 chemicals. Mr. Watts noted that he disagrees with the changes which will make projects take
107 longer and cost more than they should.

108

109 Chairperson Thomson closed the public hearing.

110

111 **CHAIRPERSON THOMSON MOVED TO ORDAIN AMENDMENTS TO SECTIONS**
112 **16.7.8, 16.2.2, 16.3 AND 16.8.11.5 OF THE KITTELY TOWN CODE. COUNCILOR**
113 **SPILLER SECONDED THE MOTION.**

114

115 Councilor Dennett suggested that Item 1 is not in order for enactment because it does not have an
116 enactment clause attached, which is part of the enactment procedure. Mr. Denault asked for
117 clarification on which items Ms. Charlesworth and Mr. Watts were speaking to during their
118 comments. Chairperson Thomson suggested that they note that they are acting on Title 16, with
119 the notation for each item and who makes the motion and seconds it. Mr. DiMatteo responded
120 that they have moved past requiring that, according to the Town Manager, and that the document

121 is just to record a resolution of adoption, which is done by the meeting minutes. Councilor
122 Spiller stated that she did not support delaying the action just because they did not have a form
123 that has not been used recently. Chairperson Thomson noted that they passed a tax rate ordinance
124 last meeting without the enactment document and agreed with Councilor Spiller that the
125 document is not necessary.

126

127 **A ROLL CALL WAS TAKEN. MOTION CARRIED: 5-1 WITH COUNCILOR**
128 **DENAULT IN OPPOSITION.**

129

130 **CHAIRPERSON THOMSON MOVED TO ORDAIN AMENDMENTS TO SECTION**
131 **16.8.7 OF THE KITTELY TOWN CODE. COUNCILOR SPILLER SECONDED THE**
132 **MOTION.**

133

134 Councilor Dennett noted that he was not aware that the Town had a Wastewater Treatment
135 Department. Mr. DiMatteo responded that it is what the Department refers to it as. Mr. Dennett
136 commented that there were two separate definitions of wastewater to which Mr. DiMatteo
137 responded that they used the State definition of wastewater but if the Council is not comfortable
138 with it then they can strike it. Mr. Dennett noted two sections which refer to a new dwelling
139 connecting to town sewer, one noting the property line “as measured by public way”. He
140 commented that in certain circumstances this would require someone to go through someone
141 else’s property. Mr. DiMatteo stated that they were reiterating what is obligated under Title 13.
142 Mr. Dennett commented that he has no objections if they make changes with the input from the
143 Superintendent of Sewer.

144

145 **CHAIRPERSON THOMSON MOVED TO POSTPONE THE MOTION TO ORDAIN**
146 **AMENDMENTS TO SECTION 16.8.7 OF THE KITTELY TOWN CODE UNTIL THE**
147 **NEXT MEETING ON OCTOBER 14, 2015. COUNCILOR DENAULT SECONDED THE**
148 **MOTION.**

149

150 **A ROLL CALL WAS TAKEN WITH ALL IN FAVOR. MOTION CARRIED: 6-0.**

151

152 **CHAIRPERSON THOMSON MOVED TO ORDAIN AMENDMENTS TO SECTION**
153 **16.8.16.3 OF THE KITTELY TOWN CODE. VICE CHAIRPERSON WHITE**
154 **SECONDED THE MOTION.**

155

156 **A ROLL CALL WAS TAKEN WITH ALL IN FAVOR. MOTION CARRIED: 6-0.**

157

158 **CHAIRPERSON THOMSON MOVED TO ORDAIN AMENDMENTS TO SECTION**
159 **16.9.1.4 OF THE KITTELY TOWN CODE. COUNCILOR SPILLER SECONDED THE**
160 **MOTION.**

161
162 **A ROLL CALL WAS TAKEN WITH ALL IN FAVOR. MOTION CARRIED: 6-0.**
163
164 **CHAIRPERSON THOMSON MOVED TO ORDAIN AMENDMENTS TO SECTIONS**
165 **16.4.4.1, 16.10.3.7, 16.10.3.8, 16.10.8.2.2 AND 16.10.9.1.1 OF THE KITTELY TOWN**
166 **CODE. COUNCILOR SPILLER SECONDED THE MOTION.**

167
168 Councilor Dennett noted that there were discrepancies and grammatical errors and asked why
169 both the Planner and the CEO had be in concert. Mr. DiMatteo responded that it gave the CEO
170 the ability to provide inspection possibilities from a peer review or consultant on smaller projects
171 that might not be a Planning Board issue. He noted that a lot of projects are jointly reviewed by
172 both the Town Planner and the CEO. Councilor Dennett commented that it seems like a
173 redundancy in people doing the same job and noted that they left out numeral 1 out on line 160
174 after the word "one". Chairperson Thomson asked Mr. DiMatteo if he approved the Council to
175 add the number 1 in parenthesis on line 160 after the alpha one, which he did.

176
177 **A ROLL CALL WAS TAKEN WITH ALL IN FAVOR. MOTION CARRIED: 6-0.**
178
179 **CHAIRPERSON THOMSON MOVED TO ORDAIN AMENDMENTS TO SECTION**
180 **16.7.3.5.6 OF THE KITTELY TOWN CODE. COUNCILOR SPILLER SECONDED THE**
181 **MOTION.**

182
183 Mr. DiMatteo noted that they had presented the Council with a new Item 6 as it became clear
184 that morning that the format was not clear so they put it in the correct order. Councilor Dennett
185 asked why it had become clear that morning and Mr. DiMatteo responded that it was because
186 Councilor Dennett had complained. Councilor Dennett noted a disparity on lines 52 and 59 to 60
187 with reference to demolition. Mr. DiMatteo noted that there was no reason for the difference in
188 the wording and that they were using what was already in the code. Councilor Dennett stated that
189 changes in wording open it up for legal interpretation by the courts. Chairperson Thomson asked
190 for unanimous consent to delete the sentence on line 59 to 60, which was approved. Councilor
191 Dennett commented that they are getting rid of that sentence and bringing down line 52 to
192 replace it.

193
194 **A ROLL CALL WAS TAKEN WITH ALL IN FAVOR. MOTION CARRIED: 6-0.**
195
196 **CHAIRPERSON THOMSON MOVED TO ORDAIN AMENDMENTS TO SECTION**
197 **16.5.2.4 OF THE KITTELY TOWN CODE. COUNCILOR DENAULT SECONDED THE**
198 **MOTION.**

199

200 Councilor Dennett commented that nothing in the code or the fee schedule mentioned a base
201 application fee except one example that was provided. Mr. DiMatteo noted that they should
202 amend Appendix A, which can happen outside of Title 16, and that there are other changes in the
203 fee schedule that they need to update so they will bring that forward after the Town Manager
204 reviews it.

205
206 **COUNCILOR DENNETT MOVED TO POSTPONE THE MOTION TO ORDAIN**
207 **AMENDMENTS TO SECTION 16.5.2.4 OF THE KITTELY TOWN CODE UNTIL THE**
208 **NEXT MEETING ON OCTOBER 14, 2015.**

209
210 Mr. DiMatteo noted that the code stands alone and is not connected to the fee schedule so there
211 are no gross issues. Councilor Dennett responded that the code does not explain what the base
212 application fee is and Mr. DiMatteo agreed.

213
214 **CHAIRPERSON THOMSON SECONDED COUNCILOR DENNETT'S MOTION TO**
215 **POSTPONE.**

216
217 **A ROLL CALL WAS TAKEN WITH ALL IN FAVOR. MOTION CARRIED: 6-0.**

218
219 **CHAIRPERSON THOMSON MOVED TO ORDAIN AMENDMENTS TO SECTION**
220 **16.9.1.3 OF THE KITTELY TOWN CODE. CHAIRPERSON WHITE SECONDED THE**
221 **MOTION.**

222
223 Councilor Dennett asked why they would limit contractors to removal of no more than 1 cubic
224 yard without having passed some type of course from the State of Maine. He noted that the
225 provision is already in effect in the Shoreland Zones by State law. Mr. DiMatteo responded that
226 it is not enforceable because they have not adopted the State law and part of it is optional until
227 the municipality adopts it. Councilor Dennett commented that it does not apply to municipal
228 employees unless it is made an ordinance and they should wait to see what the State does.

229
230 **COUNCILOR DENNETT MOVED TO POSTPONE THE MOTION TO ORDAIN**
231 **AMENDMENTS TO SECTION 16.9.1.3 OF THE KITTELY TOWN CODE UNTIL THE**
232 **NEXT MEETING ON OCTOBER 14, 2015.**

233
234 Mr. DiMatteo noted that there were issues with properties in the Shoreland and it was discussed
235 with Maine DEP that we need to enforce State statute but he conceded that it needs to be adopted
236 by local ordinance. Councilor Dennett stated that he would like more research done.

237
238 **VICE CHAIRPERSON WHITE SECONDED COUNCILOR DENNETT'S MOTION TO**
239 **POSTPONE.**

240
241 **A ROLL CALL WAS TAKEN. MOTION CARRIED 4-2 WITH COUNCILORS**
242 **SPILLER AND PELLETIER IN OPPOSITION.**

243
244 11. DISCUSSION

245
246 a. Discussion by members of the public

247
248 Page Mead, Co-Chair of the Parks Commission approached the podium to ask a
249 question about Item 13(h). He was informed that it had been removed from the agenda.

250
251 Tom Hibschman approached the podium to discuss an email sent to Nancy and Jeff
252 regarding the Sacrifices of War bronze restoration in the John Paul Jones Park. He noted that the
253 statue had been defaced in late 2014 and has not yet been cleaned.

254
255 Shannon Roberts approached the podium to discuss Item 13(g) regarding a request to
256 put up a banner. She added that they would also like to put up 25 road side signs which is the
257 same amount that was approved last year.

258
259 12. UNFINISHED BUSINESS – None.

260
261 13. NEW BUSINESS

262
263 a. Donations/gifts received for Council disposition

264
265 (090215-2) The Kittery Town Council moves to accept a donation from York Hospital in
266 the amount of \$9,250 to be deposited in account #5003-67500 for scholarships for the Recreation
267 Department.

268
269 **COUNCILOR SPILLER MOVED TO ACCEPT THE DONATION FROM YORK**
270 **HOSPITAL IN THE AMOUNT OF \$9,250.00 TO BE DESPOSITED IN ACCOUNT**
271 **#5003-67500 FOR SCHOLARSHIPS FOR THE RECREATION DEPARTMENT.**
272 **COUNCILOR PELLETIER SECONDED THE MOTION.**

273
274 **A ROLL CALL WAS TAKEN WITH ALL IN FAVOR. MOTION CARRIED: 6-0.**

275
276 b. (090215-3) The Kittery Town Council moves to authorize the release of funds in the
277 amount of \$1,000 from unassigned surplus and to appropriate said funds to be paid out of
278 Account #101740-68427 Expense Self-Insurance Claims, to pay the deductible associated with
279 damage to a police cruiser.

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COUNCILOR SPILLER MOVED TO AUTHORIZE THE RELEASE OF FUNDS IN THE AMOUNT OF \$1,000 FROM UNASSIGNED SURPLUS AND TO APPROPRIATE SAID FUNDS TO BE PAID OUT OF ACCOUNT #101740-68427 EXPENSE SELF-INSURANCE CLAIMS, TO PAY THE DEDUCTIBLE ASSOCIATED WITH DAMAGE TO A POLICE CRUISER. VICE CHAIRPERSON WHITE SECONDED THE MOTION.

A ROLL CALL WAS TAKEN WITH ALL IN FAVOR. MOTION CARRIED: 6-0.

c. (090215-4) The Kittery Town Council moves to establish the Holiday Parade as a town event, sponsored by the Kiwanis Club of the Seacoast, to be held on Saturday, December 5, 2015 at 3:00 p.m.

COUNCILOR PELLETIER MOVED TO ESTABLISH THE HOLIDAY PARADE AS A TOWN EVENT, SPONSORED BY THE KIWANIS CLUB OF THE SEACOAST, TO BE HELD ON SATURDAY, DECEMBER 5, 2015 AT 3:00 P.M. CHAIRPERSON THOMSON SECONDED THE MOTION.

A ROLL CALL WAS TAKEN WITH ALL IN FAVOR. MOTION CARRIED: 6-0.

d. (090215-5) The Kittery Town Council moves to approve a renewal application from Black Birch, Inc., 2 Government Street, Kittery for a Malt, Spirituous and Vinous Liquor License for The Black Birch, 2 Government Street.

COUNCILOR SPILLER MOVED TO APPROVE A RENEWAL APPLICATION FROM BLACK BIRCH, INC., 2 GOVERNMENT STREET, KITTERY FOR A MALT, SPIRITUOUS AND VINOUS LIQUOR LICENSE FOR THE BLACK BIRCH, 2 GOVERNMENT STREET. COUNCILOR PELLETIER SECONDED THE MOTION.

A ROLL CALL WAS TAKEN WITH ALL IN FAVOR. MOTION CARRIED: 6-0.

e. (090215-6) The Kittery Town Council moves to approve the disbursement warrants.

COUNCILOR PELLETIER MOVED TO APPROVE THE DISBURSEMENT WARRANTS IN THE AMOUNT OF \$497,067.76. CHAIRPERSON THOMSON SECONDED THE MOTION.

A ROLL CALL WAS TAKEN WITH ALL IN FAVOR. MOTION CARRIED: 6-0.

319 f. (090215-7) The Kittery Town Council moves to authorize a request from Fuel &
320 More to hang a banner across Rogers Road from October 19th through November 8th for their
321 annual event to raise funds for Kittery's Fuel & More Program.

322

323 **COUNCILOR PELLETIER MOVED TO AUTHORIZE A REQUEST FROM FUEL &**
324 **MORE TO HANG A BANNER ACROSS ROGERS ROAD FROM OCTOBER 19TH**
325 **THROUGH NOVEMBER 8TH FOR THEIR ANNUAL EVENT TO RAISE FUNDS FOR**
326 **KITTERY'S FUEL & MORE PROGRAM. CHAIRPERSON THOMSON SECONDED**
327 **THE MOTION.**

328

329 **A ROLL CALL WAS TAKEN WITH ALL IN FAVOR. MOTION CARRIED: 6-0.**

330

331 g. (090215-8) The Kittery Town Council moves to authorize a request from the Traip
332 Academy Athletic Boosters to hang a banner across Rogers Road from November 9th through
333 November 14th to promote their 7th Annual Craft Fair to raise funds for the Pamela Hoyt-
334 Sanborn Memorial Scholarship Fund.

335

336 **COUNCILOR PELLETIER MOVED TO AUTHORIZE A REQUEST FROM THE**
337 **TRAIPI ACADEMY ATHLETIC BOOSTERS TO HANG A BANNER ACROSS ROGERS**
338 **ROAD FROM NOVEMBER 9TH THROUGH NOVEMBER 14TH TO PROMOTE**
339 **THEIR 7TH ANNUAL CRAFT FAIR TO RAISE FUNDS FOR THE PAMELA HOYT-**
340 **SANBORN MEMORIAL SCHOLARSHIP FUND. VICE CHAIRPERSON WHITE**
341 **SECONDED THE MOTION.**

342

343 **A ROLL CALL WAS TAKEN WITH ALL IN FAVOR. MOTION CARRIED: 6-0.**

344

345 14. COUNCILOR ISSUES OR COMMENT

346

347 Councilor Denault commented that Police Chief Theodor Short has no intention to renew
348 his contract and added that he did not want to lose him as Chief. He recommended holding an
349 executive session with the Chief to see why he is leaving and explore keeping him as full time
350 without a contract. Councilor Denault then announced the following names of those who had
351 passed:

352

- 353 Harry Hannigan
- 354 Harry Bullard
- 355 Ronald Hyson
- 356 Caroline Durand
- 357 Ion Denny

358

**TOWN COUNCIL MEETING
COUNCIL CHAMBERS**

**UNAPPROVED
SEPTEMBER 28, 2015**

359 Councilor Spiller noted that the Town Manager hired the Chief, not the Council.
360 Chairperson Thomson commented that the manager communicated that the Chief was not
361 interested in renewing his contract beyond 6/30 and added that he might just want to retire. He
362 stated that the Town Manager is developing a plan over the next few months to hire a new chief
363 and they should let her take care of it. Councilor Denault responded that he would like to have an
364 exit interview with him and Chairperson Thomson noted that the charter would not allow them to
365 do such a thing.

366
367 Chairperson Thomson commented that there is no workshop next Monday night with the
368 Planning Board but they do have a workshop with the KPA on October 14th at 6:00 p.m. He
369 noted that the next meeting is on a Wednesday because of the Monday holiday. He added that he
370 would like to get more info from the KPA as to what they would like to discuss. Chairperson
371 Thomson stated that the lecture series began again at the KCC in the Star Theater in September,
372 adding that there would be a three part series in October (7th, 14th, 21st) presented by James
373 Lawson on how the service men and women of Kittery helped win World War II. He noted that
374 the School Department is working on a candidate's night for Council and School Committee on
375 October 28th.

376
377 15. COMMITTEE AND OTHER REPORTS – None.

378
379 16. EXECUTIVE SESSION – None.

380
381 17. ADJOURNMENT

382
383 **COUNCILOR PELLETIER MOVED TO ADJOURN, SECONDED BY**
384 **CHAIRPERSON THOMSON WITH ALL IN FAVOR. MEETING ADJOURNED AT**
385 **8:22 P.M.**



10/14

TOWN OF KITTEERY
Office of the Town Clerk
200 Rogers Road, Kittery, Maine 03904
Telephone: (207) 475-1328 Fax: (207) 439-6806

**APPLICATION FOR VICTUALERS, INNKEEPERS,
AND LODGING HOUSE OPERATORS LICENSE**

PLEASE PRINT THIS APPLICATION AND FILL IT OUT - DO NOT FILL IT OUT ON THE COMPUTER
Thank you.

Applicant's name: _____ CLIFFORD ELEMENTS LLC
(please print)

Address: 99 B HIGH ST SANFORD ME 04073
(please print)

Applicant's mailing address if different from above: SAME

Applicant's Date of Birth: 8-9-68 Applicant's Home Telephone Number: 2073804871

Name of Business: BILL'S ORIGINAL KITCHEN
(please print)

Business Address: 1 GOVERNMENT ST KITTEERY ME 03904
(please print)

Business Telephone Number: 207 380 4871

SIGNATURE OF APPLICANT:  DATE: JUN 3 2015

APPLICANT'S NAME: WILLIAM CLIFFORD
(please print)

LICENSE FEE: \$ 50⁰⁰

FIRST TIME APPLICATIONS: \$50.00
RENEWAL OF LICENSE: \$25.00

PLEASE SUBMIT THIS FORM WITH THE APPROPRIATE FEE TO THE TOWN CLERK'S OFFICE

**REVISED
Town of Kittery
Ordinance Revision Memorandum**

Originator(s): A. Grinnell, Planning Board Chair;	Council Sponsor(s): J. Thomson, Chair
Council meeting date: September 14, 2015 Joint Workshop Meeting: 9/8, 10/6, 11/10/2014, & 5/4/2015	Title: Sewage Disposal (Sewer only)
Town code section: Title 16, §16.8.7.1	History: Amendment

ENCLOSURES: CODE AMENDMENT (PG. 4)

PURPOSE OF PROPOSAL:

The proposal would amend 16.8.7.1, currently titled Sanitary Sewer and Septic Disposal to comply with Kittery Town Charter Section 2.14. The charter requires that there be only one topic per ordinance. Items related to sewer would be consolidated in 16.8.7.1. Subsurface wastewater disposal regulations would become 16.8.7.2. (See separate memorandum)

Revisions align Town Code Title 16 with Title 13 (Public Services/Sewer) and clarify the waiver process.

SUMMARY OF PROPOSAL/AMENDMENT:

Section 16.8.7.1.A (line 106) would define sewer hook-up requirements for individual structures, as well as for subdivisions, in order to clarify and codify what is current practice.

Section 16.8.7.1.E (line 127) would permit a developer to request a waiver from the mandatory sewer hook-up requirement should conditions make it infeasible to do. Guidelines for the request and for the Board's deliberations are described. The intent is not to circumvent the requirements in Title 13.1 of the Town Code.

JUSTIFICATION:

- These amendments would make sewer hook-up guidelines clearer and easier to find for both developers and owners of single structures with sanitary facilities.
- Rules governing sewer hook-ups for individual structures would be added to Title 16. The additions would align with and refer readers to Title 13 requirements.
- Clarifying the process by which a developer may request a waiver from the requirement to hook-up to the Public sewer system would ensure that all requests are treated equitably.

FISCAL IMPACT: None

Town of Kittery Ordinance Revision Memorandum

Originator(s): A. Grinnell, Planning Board Chair;	Council Sponsor(s): J. Thomson, Chair
Council meeting date: September 14, 2015 Joint Workshop Meeting: 9/8, 10/6, 11/10/2014, & 5/4/2015	Title: Sewage Disposal (Subsurface wastewater disposal only)
Town code section: Title 16, §16.8.7.2 and to Title 16.2.2 Definitions	History: Amendment

ENCLOSURES: CODE AMENDMENT (PG. 5)

34 **PURPOSE OF PROPOSAL:**
35

36 MRS 30-A §4352 requires that "a zoning ordinance must be pursuant to and consistent with a
37 comprehensive plan." This proposal contains amendments that would implement Kittery's
38 Comprehensive Plan in many significant ways.

39
40 It would also eliminate a reference to an outdated soil manual that restricts the siting of subsurface
41 wastewater disposal (SWD) systems in a manner that does not reflect modern soil science or best
42 practices.

43
44 The proposal would bring this section into compliance with Town Charter section 2.14, which requires a
45 single topic per ordinance.

46
47 **SUMMARY OF PROPOSAL/AMENDMENT:**
48

49 Section 16.8.7.1.B.1 (lines 171-172) corrects a conflict with stated 100-foot setback and the setbacks
50 contained in Table 16.9 *Minimum Setbacks from Wetlands and Water Bodies* for Subsurface Sewage
51 Disposal

52
53 Section 16.8.7.1.C (lines 145-146) would be deleted. This subsection limits septic use based on the
54 outdated *Soil Suitability Guide*.

55
56 Section 16.8.7.2.D.1 (line 207) would permit current soil-depth requirements to be followed where a
57 replacement SWD system, with the same capacity as the original, cannot meet the newer standards.

58
59 Section 16.8.7.2.D.3 (line 216) would increase the depth of soil required for passing test pits by six (6)
60 inches, instead of mandating prohibitively-expensive advanced pretreatment for all new SWD systems.

61
62 Section 16.8.7.2.E (line 224) would require advanced pretreatment in new construction that is within
63 100 ft. of porous sand-and-gravel aquifers. There are only two small sand-and-gravel aquifers in Kittery,
64 both are in the vicinity of Cutts Ridge.

65
66 Title 16.2.2 Definitions: New definitions for the following, relative to sewage disposal:

- 67 · Septic System
- 68 · Subsurface wastewater disposal system
- 69 · Wastewater
- 70 · Wastewater, domestic

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JUSTIFICATION:

- Proposed amendments are pursuant to and consistent with the Kittery Comprehensive Plan. They would:
- Protect sensitive environmental resources such as groundwater, wetlands, watersheds and sand-and-gravel aquifers (Comp. Plan pp.43-44, pp.62-64, p.125)

In addition:

- Requiring deeper soil for passing test pits ensures greater separation between a SWD system and the water table or bedrock. This improves the filtering of effluents. Although no current SWD system can filter excreted pharmaceuticals or all household chemicals, better soil filtration would provide greater protection from nitrogen and phosphorous contamination, called "nutrient pollution", of our groundwater, watersheds and wetlands. Soil scientists confirmed the value of this strategy.
- The proposal would not create a disincentive for the routine replacement of old or failing SWD systems. Such routine replacements would be held to less-stringent standards than those for new systems and systems being enlarged due to expanded use.
- Removing the outdated soil manual reference allows current best practices to be employed when siting SWD systems. This protects the Town's interests and the applicant's.
- Removing other topics from this subsection would make SWD regulations less confusing.

FISCAL IMPACT:

None

102 **CODE AMENDMENT**
103 **Chapter 16.8 DESIGN AND PERFORMANCE STANDARDS – BUILT ENVIRONMENT**

104 **Article VII. Sewage Disposal**

105 **16.8.7.1 Sanitary Sewer System and Septic Disposal.**
106
107

108 A. As per Title 13.1. Sewer Service System, connection to public sewer is required provided the said sewer,
109 located within an abutting public way, is within one hundred (100) feet of the property line as measured along the
110 said public way. Individual dwellings and structures in approved and recorded developments where public sewer
111 becomes available as described in this paragraph must connect per the requirements of Title 13, Chapter 13.1.
112 {NEW}
113

114 B. Notwithstanding the provision above and Title 13.1, connection to public sewer is required for a commercial or
115 industrial development or a residential subdivision, where public sewer, within an abutting public way, is within
116 one thousand (1,000) feet of the property line as measured along said public way. In such an event the developer
117 shall connect to public sewer per the town's Superintendent of Sewer Services (SSS) specifications and in
118 accordance with Title 13. The developer shall provide written certification to the Planning Board from the SSS
119 that the proposed addition to public sewer is within the capacity of the collection and wastewater treatment
120 system. {MODIFIED AND MOVED FROM 16.8.7.3}
121

122 C. Sewer mains, service lines and related improvements must be installed at the developer's expense. Service
123 lines must extend to each lot's boundary line. Connections to public sewer must be installed in accordance to this
124 Article and Title 13.1 Sewer Service System in the Kittery Town Code.
125 {MOVED FROM 16.8.7.1.E}
126

127 D. Proposal and construction drawings must be approved in writing by the town's SSS. All required approvals
128 must be secured before the start of final plan review.
129 {MOVED FROM 16.8.7.1.A & F}
130

131 E. When public sewer connection pursuant to subsection B above is not feasible as determined by the Planning
132 Board, the Board may allow individual or common subsurface wastewater disposal systems in accordance with
133 Section 16.8.7.2. To determine feasibility, the developer shall submit information that considers the unique
134 physical circumstances of the property and sewer connection alternatives to conventional construction/installation
135 techniques such as, but not limited to, horizontal/directional boring and low pressure sewer. The developer's
136 information must be accompanied by findings and recommendations of the town Peer-Review Engineer. In
137 determining feasibility, the Board may not base its decision solely on additional costs associated with a sewer
138 connection. The intent of this subsection is not to avoid the requirements of Title 13.1 Sewer Service System in
139 the Kittery Town Code. {MODIFIED & MOVED FROM 16.8.7.1.B}
140

141 ~~A. Public sanitary sewer disposal system connections must be installed, in accordance to Article VII o Chapter~~
142 ~~16.8, with proposal and construction drawings reviewed and approved in writing by the servicing sanitary sewer~~
143 ~~agency. {Moved and Modified, SEE 16.8.7.1.D}~~
144

145 ~~B. If, in the opinion of the Board, service to each lot by a sanitary sewer system is not feasible, the Board may~~
146 ~~allow individual subsurface waste disposal, or a separate central sewage collection system to be used in~~
147 ~~accordance with Section 16.8.7.4. {Moved and Modified, SEE 16.8.7.1.E}~~
148

149 ~~C. In no instance may an initial installation septic disposal system be allowed in soils rated poor or very poor for~~
150 ~~such purpose by the Soil Suitability Guide for Land Use Planning in Maine. {DELETED}~~
151

152 ~~D. If the developer proposes individual subsurface waste disposal or central collection system and waste~~
153 ~~generated is of a "significant" nature, or if waste is to be discharged, treated or untreated, into any body of water,~~
154 ~~approval must be obtained in writing from the Maine Department of Environmental Protection. {DELETED}~~
155

156 ~~E. Sanitary sewer disposal systems must be installed, at the expense of the developer, to the individual lot~~
157 ~~boundary line. {Moved and Modified, SEE 16.8.7.1.C}~~
158

159 ~~F. All required approvals of a sewage disposal system must be secured before official submission of a final plan.~~
160 ~~{Moved and Modified, SEE 16.8.7.1.D}~~
161

162 **16.8.7.2 Subsurface Wastewater Disposal System**
163

164 A. The developer shall submit plans for subsurface wastewater disposal designed by a Maine Licensed Site
165 Evaluator in full compliance with the requirements of the State of Maine Plumbing Code, Subsurface Wastewater
166 Disposal Rules, and this Code. Subsurface wastewater disposal systems (SWDS) must be constructed according
167 to the approved plan. {MODIFIED & MOVED FROM 16.8.7.2}
168

169 B.G. All first-time subsurface wastewater ~~subsurface sewage~~ disposal systems must be installed in
170 conformance with the State of Maine Subsurface Wastewater Disposal Rules and this Code. ~~The Maine~~
171 ~~Subsurface Wastewater Disposal rules require new systems, excluding fill extensions, to be constructed no less~~
172 ~~than one hundred (100) feet, horizontal distance, from the normal high water line of a perennial water body. The~~
173 ~~minimum setback distance for a new subsurface disposal system may not be reduced by variance. {Moved to item~~
174 1 below} The following also apply:

175 1. The minimum setback distance for a first-time subsurface disposal system may not be reduced by variance.
176 {MODIFIED & MOVED FROM 16.8.7.1.G above}

177 2. Clearing or removal of woody vegetation necessary to site a first-time system and any associated fill
178 extensions, ~~must~~ may not extend closer than is allowed in Table 16.9 Minimum Setbacks from Wetlands and
179 Water Bodies for Subsurface Sewage Disposal ~~one hundred (100) feet, horizontal distance, from the normal high~~
180 ~~water line of a water body or the upland edge of a wetland. {MODIFIED & MOVED FROM 16.8.7.1.G.1}~~

181 3. ~~Holding tanks are not allowed for a first-time residential use in the Shoreland Overlay Zone. {MOVED &~~
182 ~~MODIFIED, SEE 16.8.7.3.B.2}~~

183
184 C. Replacement of subsurface wastewater disposal systems (SWDS) for existing legal uses:

185 1. Where no expansion is proposed, the SWDS must comply with 16.8.7.2 and Table 16.9 to the extent
186 practicable and otherwise are allowed per the Maine Subsurface Wastewater Disposal Rules; or

187 2. Where expansion is proposed, the SWDS must comply with 16.8.7.2 and Table 16.9 in addition to the Maine
188 Subsurface Wastewater Disposal Rules.

189 NOTE: For the purposes of this subsection "expansion" is as defined in Section 9 of the Maine Subsurface
190 Wastewater Disposal Rules

191 {NEW}

192
193 ~~**16.8.7.2 Design and Standards.**~~

194 ~~A developer must submit plans for sewage disposal designed by a Maine licensed site evaluator in full~~
195 ~~compliance with the requirements of the State of Maine Plumbing Code and/or Subsurface Wastewater Disposal~~
196 ~~Rules. {MOVED AND MODIFIED, SEE 16.8.7.2.A}~~
197

198 ~~**16.8.7.3 Public Sewer Connection Required.**~~

199 ~~Where a public sanitary sewer line is located within one thousand (1,000) feet of a proposed development at its~~
200 ~~nearest point, the developer must connect with such sanitary sewer line with a main as required by the sewer~~
201 ~~department, and provide written certification to the Board from the department that the proposed addition to~~
202 ~~service is within the capacity of the system's collection and treatment system. {MOVED AND MODIFIED, SEE~~
203 ~~16.8.7.1.B}~~
204

205 ~~**D. 16.8.7.4 Private Subsurface Wastewater Disposal Systems; on Unimproved Lots Created after April 26,**~~
206 ~~**1990.**~~
207

208 ~~A. Where public sewer connection is not feasible, the developer must submit evidence of soil suitability for~~
209 ~~subsurface ~~sewage~~ wastewater disposal systems, i.e. test pit data and other information as required by the *State*~~
210 ~~of *Maine Subsurface Wastewater Disposal Rules* and this Code. In addition:~~

211 ~~1. ~~Additionally, e~~On lots with a limiting factor identified as being within twenty-four (24) inches of the surface, a~~
212 ~~second site with suitable soils must be shown as a reserve area for future replacement should the primary site~~
213 ~~fail. Such reserve area is to be shown on the plan; not be built upon; and, must comply with all the setback~~
214 ~~requirements of the *Subsurface Wastewater Disposal Rules* and this Code. {MODIFIED FROM 16.8.7.4.A }~~
215

216 ~~2.B. In no instance may a primary or reserve disposal area be permitted on soils or on a lot which requires~~
217 ~~requiring a First-Time eSystem Variance Request ~~from per the State of Maine Subsurface Wastewater Disposal~~~~
218 ~~Rules.~~
219

220 ~~3.C. Test pits must be of sufficient numbers (a minimum of two) and so located at representative points within~~
221 ~~the each disposal area (primary and reserve sites) to assure that the proposed disposal area system can~~
222 ~~be located on soils and slopes which that meet the criteria of the *State of Maine Subsurface Wastewater Disposal*~~

223 Rules and the State Plumbing Code. Passing test pits must have a minimum of fifteen (15) inches of existing
224 natural mineral soil above the limiting factor, except in the Shoreland and Resource Protection Overlay Zones
225 where passing test pits must have a minimum of twenty-one (21) inches of natural mineral soil above the limiting
226 factor. All passing and failing test pits must be shown on plan.
227

228 E. The developer shall install advanced pre-treatment to subsurface wastewater disposal systems that are located
229 inside or within 100 feet of areas that include a sand and gravel aquifer as indicated on the Maine Department of
230 Agriculture, Conservation and Forestry (DACF) Geological Survey Maps or determined by Maine DACF staff.
231 {NEW}

232
233 **16.8.7.3 Holding Tanks**

234
235 A. Holding tanks are not allowed for a first-time residential use. {MODIFIED & MOVED FROM 16.8.7.1.G.2}
236

237
238 **Chapter 16.2 DEFINITIONS**

239 **16.2.2 Definitions**

240
241 ~~**Subsurface sewage disposal system** means a collection of treatment tank(s), disposal area(s), holding tank(s)~~
242 ~~and pond(s), surface spray system(s), cesspool(s), well(s), surface ditch(es), alternative toilet(s), or other devices~~
243 ~~and associated piping designed to function as a unit for the purpose of disposing of wastes or wastewater on or~~
244 ~~beneath the surface of the earth. The term does not include any wastewater discharge system licensed under 38~~
245 ~~M.R.S. §414, any surface wastewater disposal system licensed under 38 M.R.S. §413, §1A, or any public sewer.~~
246 ~~The term does not include a wastewater disposal system designed to treat wastewater which is in whole or in part~~
247 ~~hazardous waste as defined in 38 M.R.S. §13.1.~~
248

249 **Septic System** (see Subsurface wastewater disposal system)

250
251 **Subsurface wastewater disposal system (SWDS)** means any system designed to dispose of waste or
252 wastewater on or beneath the surface of the earth. These include but are not limited to septic tanks, disposal
253 fields, holding tanks, pretreatment filters, piping, or any other fixture, mechanism or apparatus used for such
254 purposes. This definition does not include any discharge system licensed under 38 M.R.S. §414, any surface
255 wastewater disposal system, or any municipal or quasi-municipal sewer or wastewater treatment system. (See
256 also: Wastewater and Domestic wastewater)
257

258 **Wastewater** means any domestic wastewater, or other wastewater from commercial, industrial or residential
259 sources that has attributes similar to those of domestic wastewater. This term specifically excludes hazardous or
260 toxic wastes and materials. (Applicable only to Title 16. If there is a conflict with the definition of wastewater in
261 Title 13, the Title 13 definition takes precedence)
262

263 **Wastewater, Domestic** means any wastewater produced by ordinary living uses, including liquid waste
264 containing animal or vegetable matter in suspension or solution, or the water-carried waste from the discharge of
265 water closets, laundry tubs, washing machines, sinks, dishwashers, or other source of water-carried wastes of
266 human origin.
267
268

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (hereinafter referred to as "License" or "Agreement") is made this ____ day of September, 2015, between the **YORK WATER DISTRICT**, having an address at P.O. Box 447, 86 Woodbridge Road, York, Maine 03909, hereinafter referred to as "Owner", and the **TOWN OF KITTEERY**, a Maine municipal corporation having a mailing address of 200 Rogers Road Ext., Kittery, Maine 03904, hereinafter referred to as the "Licensee".

WHEREAS, Owner is the owner of a certain parcel of land on Mt. Agamenticus, located northerly of the Mountain Road in the Town of York, County of York, State of Maine, and the owner of a communications tower located on the parcel of land, hereinafter collectively, the "Premises"; and

WHEREAS, Licensee is desirous of installing certain communications equipment on the Premises; and

WHEREAS, Owner is willing to grant a license to Licensee to install certain communications equipment on the Premises;

NOW THEREFORE, In consideration of the mutual covenants and obligations herein contained, Owner and Licensee agree as follows:

1. LICENSE - Owner hereby grants a non-exclusive license to Licensee to install upon, maintain, operate and remove from the Premises the communications equipment (the "Equipment") described in **Exhibit A**, to be used for police/public safety purposes only. Said license shall include the access rights described in Paragraph 9 below. Until such time as Owner shall give Licensee notice that Owner has appointed a third party as Manager, all references in this Agreement to the "Manager" shall mean Owner. At such time or times as Owner shall give Licensee notice that it has appointed a third party as Manager, thereafter the references in this Agreement to the "Manager" shall mean such third party designated by Owner in such notice, and thereafter Licensee shall pay all license fees and other charges as provided in Paragraph 11 and tender all other performance required hereunder to be tendered by Licensee to such other third party as Owner shall designate in such notice.

2. REPRESENTATIONS - Licensee has visited and inspected the Premises and accepts the physical condition thereof and acknowledges that no representations or warranties have been made to Licensee by Owner as to the condition of the Premises or the suitability thereof for Licensee's use. Licensee is responsible for determining all aspects as to the acceptability, accuracy and adequacy of the Premises and the tower for Licensee's use.

3. INSTALLATIONS (a) Licensee shall submit to Manager for review and approval, detailed written plans and specifications as to the Equipment to be installed at the Premises. Manager shall not unreasonably withhold such approval. The installation of Licensee's Equipment shall be performed in accordance with the Technical Standards set forth in **Exhibit B** (the "Technical Standards").

(b) Licensee must obtain Manager's prior written consent to any third-party contractor used to install the Equipment (a "Third Party Installer"), which consent shall not be unreasonably withheld. Any Third Party Installer must submit a commercially reasonable to Manager a certificate of insurance for Owner's approval, naming Owner as additional insured and protecting itself and Owner against any and all claims, demands, actions, judgments, costs, expenses, and liabilities which may arise out of or result, directly or indirectly, from its installation of Licensee's Equipment at the Premises. Such certificate of insurance must indicate that the Third Party Installer has insurance specifically related to tower work if such installation involves a tower. Any such installation by a Third Party Installer shall be done in conformity with all applicable ordinances and codes and the

Technical Standards, at the Licensee's expense. Licensee shall notify Manager at least twenty-four (24) hours prior to the commencement of installation work by any Third Party Installer.

(c) The location at which the Equipment is installed will be determined by Manager in consultation with the Licensee with consideration of the needs of Licensee and the requirements of Owner, which requirements shall be based on good engineering practices, space utilization and engineering quality control. Licensee shall be solely responsible for ensuring that its Equipment is properly installed.

(d) The Licensee will utilize the existing electric circuits at the Premises. In the event that Licensee's power requirements exceed the existing capacity or power distribution, Licensee shall request approval of the Manager to increase the capacity to meet its needs. Such approval shall not be unreasonably denied, provided that Licensee shall pay all related costs for such increased capacity. In the event the Manager does not approve such an increase in existing capacity within thirty (30) days after the date upon which such request is made, Licensee may terminate this Agreement without further obligation, except with regard to any payments currently due and with respect to Licensee's obligations set forth in Paragraphs 13 and 16 below.

4. INTERFERENCE (a) Licensee agrees to install Equipment of types and frequencies which will not cause interference to the currently existing communications equipment of Owner, other licensees or lessees of the Premises, or to the electronic equipment and/or television or radio reception of Owner, provided the existing frequency user(s) on the Premises operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations. In the event Licensee's Equipment causes such interference while existing frequency user(s) on the Premises operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations (any such interference by Licensee hereinafter referred to as "Unauthorized Interference"), Licensee shall cooperate with Manager in determining the source and will immediately take all steps necessary to correct and eliminate the Unauthorized Interference. If the Unauthorized Interference cannot be eliminated within forty-eight (48) hours after receipt of notice from Manager to Licensee of the existence thereof, Licensee shall discontinue use of the equipment creating the Unauthorized Interference (the "Interfering Equipment"), and Licensee shall temporarily disconnect the electric power and shut down the Interfering Equipment (except for intermittent operation for the purpose of correcting the Unauthorized Interference). If the Unauthorized Interference is not corrected within thirty (30) days after receipt of the aforesaid notice, Licensee shall remove the Interfering Equipment from the Premises.

(b) After Licensee has installed its Equipment, Owner will not grant during the term of this Agreement a lease, license or any other right to any third party for the use of the Premises, if such use unreasonably interferes with the Equipment used by Licensee, as long as Licensee operates and continues to operate within its respective frequencies and in accordance with all applicable laws and regulations. In the event any such interference cannot be eliminated within thirty (30) days after receipt of notice from Licensee to Owner of the existence of such interference, then Licensee will have the right, as its sole remedy, to terminate this Agreement upon notice to Owner, in which event this Agreement shall then terminate without further obligation by either party, except with respect to those obligations then owing or past-due and except as may otherwise be specifically enumerated herein. Neither Manager nor Owner shall be liable to Licensee for any interruption of service of Licensee or for interference with the operation of Licensee's equipment.

5. COMPLIANCE WITH STATUTES AND REGULATIONS - Licensee's Equipment shall be installed, operated and maintained in accordance with the requirements and specifications of all laws, codes and regulations of all governmental bodies and agencies having any jurisdiction there over and in compliance with any rules and/or orders now in effect or that hereafter may be issued by the Federal Communications Commission (the "FCC") or any other governmental body or agency. Licensee shall obtain any required license or permit prior to the date of installation of its Equipment, and shall provide Manager with copies of any such license or permit required.

6. SERVICES BY MANAGER - In the case that Manager provides engineering, repair, technical, removal or other services to Licensee in response to a written request by Licensee, Licensee shall reimburse Manager for its reasonable proportionate share (as reasonably determined by Manager) of those expenses and costs incurred.

7. MAINTENANCE OF LICENSEE'S EQUIPMENT - Licensee shall, at its own expense, operate and maintain all Equipment it installs at the Premises or tower in a safe condition, in good repair and in a manner suitable to Manager so as not to conflict with the use of the Premises by Owner or any other licensees or lessees using the Premises

8. LIABILITY FOR LICENSEE'S EQUIPMENT - Equipment installed by Licensee shall remain personal property of the Licensee. Licensee agrees that neither Manager nor Owner shall bear responsibility for or act as a guarantor of Licensee's Equipment, the Licensee's installation of said Equipment, its operation, security, maintenance or removal thereof or the services provided thereby. Licensee shall be responsible, at its sole expense, for any taxes or assessments imposed upon Licensee's equipment.

9. ACCESS - Licensee shall have access to the Premises for the purpose of installing, operating, inspecting, servicing, maintaining, repairing and removing its Equipment 24 hours a day, 7 days a week, for ingress and egress on foot or motor vehicle, including trucks, along an existing roadway extending from the nearest public way to the Premises, with permission to connect to utilities as may be necessary, subject to the reasonable security, safety and identification procedures required by Owner. Licensee shall be permitted access to the areas where Licensee's connecting equipment is located for the purposes of installing, operating, maintaining, and repairing same. Only authorized engineers, employees, contractors, technicians, Third Party Installers, subcontractors and agents of Licensee, FCC inspectors, or persons under Licensee's direct supervision, will be permitted to enter the Premises, and only for the purposes of installing, operating, removing, servicing, repairing, inspecting or maintaining Licensee's Equipment.

10. TERM (a) This Agreement shall become effective upon the date written above (the "Commencement Date"), and shall continue in effect for an initial term expiring at 11:59 p.m. on NOVEMBER 30, 2018, unless otherwise terminated in accordance with the provisions of this Agreement.

(b) The term of this Agreement will automatically renew for one (1) additional five (5) year term, upon the same terms and conditions, unless Licensee notifies Owner in writing of Licensee's intention not to renew this Agreement at least nine (9) months prior to the expiration of the then-existing term.

(c) Each party shall have the right to terminate this Agreement by giving written notice of termination to the other designating a termination date (the "Termination Date") on which this Agreement shall be terminated, provided that the Termination Date shall be not less than ~~six (6)~~ ~~three (3)~~ months after the date of such termination notice, and shall be set for midnight at the end of a calendar month. In the event such right to terminate is exercised, Licensee shall remain fully liable for all fees and expenses payable hereunder through the Termination Date, and upon the Termination Date this Agreement shall terminate and expire with the same force and effect as though such Termination Date was the expiration date of this Agreement. Any such termination shall not affect Licensee's liability for unperformed obligations which accrued prior to the Termination Date, or obligations which by their terms survive the expiration or earlier termination of this Agreement.

11. LICENSE FEE ~~(a)~~ Licensee shall pay for the use of the Premises the license fee specified in **Exhibit A**, payable in monthly installments in advance, on the 1st day of each month during the term hereof, and all renewal terms, commencing on the Commencement Date of this Agreement as provided in Paragraph 10. In the event the Commencement Date is not the 1st day of the calendar month, the license fee for such month shall be apportioned. All license fee payments will be made to Owner at its address as provided in **Exhibit A** (or such other address as Owner may designate by notice to Licensee) and shall be paid on the date due without notice and without abatement, deduction or set-off. If Licensee shall fail to pay, within ten (10) days of the date when the

same shall be due and payable, any license fee payment or any other charges or amounts payable by Licensee under this Agreement, then Licensee shall pay interest upon any such unpaid sums from the due date until the date of payment at the annual rate of interest ("the Interest Rate") equal to the lesser of three percent per annum above the "Prime Rate" of interest published in the "Money Rates" column of *THE WALL STREET JOURNAL*, or the highest lawful rate, in each case determined as of the time the payment shall be due and payable.

~~(b) In addition, the Licensee shall deposit with Owner a no interest security deposit equal to TWO MONTHS' license fee payment. This deposit shall be refunded to Licensee upon the termination of this Agreement, provided there is no outstanding indebtedness of Licensee to Manager or Owner.~~

12. INSURANCE – Licensee shall maintain with respect to the Premises a general liability insurance policy having a combined single limit of liability coverage of not less than Two Million Dollars (\$2,000,000.00) for all causes of action seeking tort damage to property or death or injury to persons with a total limit of liability for any one occurrence of Two Million Dollars (\$2,000,000.00) for which immunity or limitation of damages is not provided by the provisions of the Maine Tort Claims Act (14 M.R.S. § ~~8101401~~, et. seq.) and a Four Hundred Thousand Dollar (\$400,000.00) per occurrence combined single limit of liability for causes of action seeking tort damages pursuant to the provisions of the Maine Tort Claims Act, which coverage is limited to those areas to which governmental immunity has been expressly waived by the Maine Tort Claims Act. Liability coverage under this Section 12 shall not be deemed a waiver of any immunities or limitations of damages available to Licensee under the Maine Tort Claims Act, Maine Statute or common law. Licensee shall also maintain Worker's ~~Workmen's~~ Compensation Insurance providing statutory benefits to covered employees of Licensee with regard to activities relating to the use and occupation of the Premises by covered employees of the Licensee.

Licensee shall, during the term of this Agreement, including any renewals and any holding-over thereafter, provide to Manager current certificates of insurance evidencing that such insurance is in full force and effect throughout the term of this Agreement.

13. RIGHTS TO EQUIPMENT (a) During the term of this Agreement, Owner shall not claim any interest in, make claim to, or assert any right to the Equipment installed by Licensee. In the case of damage to the Premises caused by or resulting from the acts or omissions of Licensee, its agents or contractors, Licensee agrees to engage such contractor as Owner may require to perform the necessary repairs, such repairs being paid for by Licensee.

(b) At the termination or expiration of the Agreement, Licensee agrees to restore the Premises to its original condition, excepting only reasonable wear and tear, first removing all Equipment and other personal property of Licensee and repairing all damage caused by such removal. Notwithstanding the foregoing, in the event this Agreement shall be terminated by Owner pursuant to the terms hereof such that Licensee has less than thirty (30) days between the termination notice and the effective date of termination, then the restoration/repair obligations of Licensee hereunder shall be satisfied by Licensee within thirty (30) days after the termination notice. If Licensee does not remove its Equipment and other personal property from the Premises prior to the expiration or earlier termination of this Agreement (or prior to the end of the 30-day period, if applicable), Owner may, at its option, remove the same (and repair any damage occasioned thereby and restore the Premises as aforesaid) and dispose thereof or deliver the same to any other place of business of Licensee, or warehouse the same, and Licensee shall pay the cost of such removal, repair, restoration, delivery or warehousing to Owner on demand, with interest as set forth in Paragraph 11 above. The foregoing obligations of Licensee shall survive the expiration or earlier termination of this Agreement. Licensee shall release Owner from all claims or demands arising out of or caused by, or alleged to have arisen out of or been caused by the disconnection or removal by Owner of Licensee's Equipment or for impairment or interruption of Licensee's service or operation pursuant to this Paragraph 13.

14. HOLDING OVER - Any holding over by Licensee after the expiration of the term hereof without the written consent of Manager shall be construed as a tenancy at sufferance, subject to all of the provisions of this

Agreement and at twice the monthly License Fee prevailing in the last month of the Term hereunder. At all times during any holdover period, Manager shall have the unilateral right to terminate this Agreement and to remove Licensee's equipment.

15. RELEASE - Licensee accepts all facilities and conditions at the Premises on an "as is" basis, and to the maximum extent allowable under Maine law: (a) assumes any and all risks associated with its use of the Premises; and (b) releases Owner from any claims arising from Licensee's use of the Premises.

16. REPAIRS - In addition to the repairs referred to in Paragraph 13 of this Agreement, Licensee shall be required to repair any damage to the Premises which result from or arise through the use and/or operation of its Equipment at the Premises and/or the acts or negligence of Licensee, its agents, servants, contractors and/or employees. Said repairs shall be accomplished in a manner suitable to Manager and shall be performed by a contractor acceptable to Manager.

17. RELOCATION OF EQUIPMENT; IMPROVEMENTS TO PREMISES- Manager reserves the right to require Licensee to relocate its equipment on the tower to a different elevation on the tower, and/or to utilize reasonable improvements in technology or management techniques which will provide for better management and utilization of space and capacity of the Premises. Examples of improvements might be (but are not limited to): use of combiners, special antennas, etc. Manager has the right to require the Licensee to incorporate these improvements into such systems as Licensee has installed and is operating at the Premises in the interest of improving the Premises, the allocation and/or configuration of equipment thereon, or the capacity, efficiency and capability thereof. The Licensee shall, within ninety (90) days of its receipt of Manager's written demand thereto, either (i) relocate its Equipment on the tower or incorporate the improvements or (ii) give written notice of its intention to terminate this Agreement upon the expiration of thirty (30) days from the date of receipt of such notice by Manager. Such termination shall be without further obligation of the Licensee under this Agreement except with regard to any payments currently due and with respect to removal/repair obligations of Licensee as set forth in Paragraphs 13 and 16 above. In no event shall any such relocation or improvements (a) result in a material degradation of Licensee system performance, or (b) result in costs to Licensee exceeding two thousand five hundred dollars (\$2,500.00) within any five-year period during the term of this License.

18. COORDINATION OF OPERATION - Manager shall make reasonable efforts to give to Licensee reasonable advance notice (except in the case of emergency where advance notice cannot reasonably be given) of any planned shut downs for scheduled routine maintenance and of repairs, alterations, additions or improvements to be made with respect to the maintenance and operation of the Premises which might materially affect the operation of the Licensee's facilities and Equipment. Manager shall make reasonable efforts to minimize inconvenience, possible loss and/or expense to Licensee arising therefrom, but neither Owner nor Manager shall be liable to Licensee or any of Licensee's customers for any such inconvenience, loss and/or expense thereby suffered by Licensee and/or Licensee's customers.

19. ELECTRICITY - The electricity consumed by Licensee's Equipment shall be an expense to Licensee.

20. CASUALTY; INSURANCE OF LICENSEE'S EQUIPMENT (a) In the event there is damage or destruction of the Premises by fire or other casualty that prevents Licensee from operating Licensee's Equipment (collectively, a "Casualty") and the Premises cannot, in Manager's estimation (which estimation shall be made within ten (10) business days from the date of such Casualty), reasonably be restored within ninety (90) days from the date of Casualty, or Owner chooses not to undertake such restoration, this Agreement shall automatically terminate upon the expiration of the ten (10) business day period from the date of Casualty, unless the parties otherwise agree. In any event in which Owner performs such repairs as are necessary following a Casualty to make the Premises adequate for the purpose of installing and operating Licensee's Equipment thereon, the license fee, or a just and proportionate part thereof according to the nature and extent to which the Premises shall have been rendered unfit for use and occupation, shall thereafter be suspended or abated until the Premises shall have

been put, by and at the expense of Owner, in substantially the condition in which they were immediately prior to such destruction or damage. It is agreed that in repairing the damage or restoring the Premises to substantially the condition as they existed before the fire or other damage, Owner shall not be required to restore any Equipment. Notwithstanding anything to the contrary contained herein, if Owner does not allow this Agreement to terminate pursuant to this Paragraph after any occurrence giving rise to Owner's right to so terminate or restore, and the Premises shall not be put in proper condition for use and occupation by Licensee within ninety (90) days of such occurrence, then Licensee shall have the right to terminate this Agreement by giving Owner written notice of its decision to terminate within thirty (30) days after the end of such 90-day period.

(b) Licensee shall be solely responsible for maintaining property insurance covering its Equipment located on the Premises during the term hereof.

(c) Licensee hereby releases Owner and Manager and their respective officers, directors, trustees, shareholders, agents and employees, and Owner hereby releases Licensee and its respective agents and employees, from any and all liability or responsibility (to the other or anyone claiming through or under them by way of subrogation or otherwise) for any claim or damage to property caused by fire or other casualty, to the extent covered by the insurance carried by the releaser, and even if such fire or other casualty shall have been caused by fault or negligence of the other party, or anyone for whom such party may be responsible; and in no event shall Owner or Manager be responsible for the restoration of Licensee's Equipment.

21. CONDEMNATION - In the event the Premises, or any significant portion thereof is condemned or is otherwise subjected to a taking by any governmental authority exercising the power of eminent domain, unless Owner and Licensee are permitted to continue their operations at the Premises, this Agreement shall terminate as of the date upon which Owner and/or Licensee are required by the governmental authority to cease their operation(s) at the Premises.

22. DEFAULT - If any one or more of the following events (herein sometimes called "events of default") shall occur:

(i) If default shall be made in the payment of any license fee or any other payment due from Licensee to Owner under this License, when and as due, and such default shall continue for a period of five (5) business days; or

(ii) If Licensee shall assign this License or sublet all or any portion of the Premises without complying with all the provisions of Paragraph 27; or

(iii) if default shall be made by Licensee in the performance of or compliance with any of the other agreements, terms, covenants or conditions contained in this License, including the specifications set forth in **Exhibit A** and the Technical Standards, and such default shall continue for a period of thirty (30) days after written notice from Manager to Licensee;

then and in any such event Manager may give written notice to Licensee specifying such event of default or events of default and stating that this License and the Term shall expire and terminate on the date specified in such notice, and upon the date specified in such notice this License and the Term and all rights of Licensee under this License, including any renewal or extension privileges whether or not exercised, shall expire and terminate, and Licensee shall remain liable to perform its obligations under Paragraphs 13 and 16 above. Upon any such expiration or termination of this License, Licensee shall quit and peacefully surrender the Premises to Owner, and Owner may without further notice, enter upon and reenter the Premises and repossess itself thereof, by summary proceedings, ejectment or otherwise, and may dispossess Licensee and remove Licensee and all other persons and property from the Premises.

Manager will not, except in an emergency, undertake to cure any default by Licensee until after the expiration of Licensee's time to cure such default as provided hereinabove. Licensee shall reimburse Manager for any expenses incurred by Manager in curing any default of Licensee.

The rights and remedies of Owner described in this Paragraph 22 and elsewhere in this Agreement are not exhaustive and are in addition to any other rights or remedies that may exist now or in the future, at law or equity.

23. [Intentionally Deleted]

24. ENTIRE AGREEMENT/SEVERABILITY - This Agreement, including the exhibits attached hereto, embodies the entire agreement between the parties with respect to the subject matter. It may not be modified, amended or terminated except as provided herein or by other written agreement between the parties. If any provision herein is deemed invalid by a court of competent jurisdiction, it shall be considered deleted from this Agreement and shall not serve to invalidate the remaining provisions of this Agreement.

25. MODIFICATIONS - Any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by an authorized representative of both parties.

26. PARTIES BOUND BY AGREEMENT - Subject to the provisions hereof, this Agreement shall extend to and bind the heirs, executors, administrators, successors and assigns of the parties hereto.

27. ASSIGNMENT - Licensee shall not assign or sublet this Agreement without Owner's prior written consent. In any case of assignment or subletting consented to by Owner, Licensee named herein shall remain fully liable for the obligations of Licensee hereunder.

28. [Intentionally Deleted]

29. AUTHORITY TO SIGN - Owner and Licensee each represent that the respective signatories of this Agreement presently have and shall maintain full authority to enter into this Agreement and to bind and obligate their respective organizations to the terms, rights and obligations under this Agreement.

30. NOTICES - All notices sent pursuant to this Agreement shall be in writing and shall be sent to the other party by either hand delivery or overnight mail or via Certified U.S. Mail, return receipt requested, addressed to the parties listed in **Exhibit A**.

31. GOVERNING LAW - This Agreement will be governed by the laws of the State of Maine, without regard to conflicts of law.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this date.

LICENSEE

TOWN OF KITTEERY

By: _____

Print Name: _____

Title: _____

Date: _____

|

OWNER

YORK WATER DISTRICT

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A

Two transmission lines connecting between the ground equipment and antennas, one 24” in diameter dish and one omni-directional whip approx. 5’ ft. in length. Both antennas using existing, unoccupied supports.

Effective Radiated Power radiated by the Licensee’s antennas will be 23dBm at 11GHz microwave (directional) and zero watts (RX only) for VHF omni-directional whip.

Licensee will be installing the following antennas:

Quantity	Type	Make	Model No.	Size	Height	Diameter
1	Omni-whip	Telewave	ANT150-F2	60”	80’	2.75”
1	High Performance Dish	Andrews	A-ANT-11G-24-C	24”	50’	24”

Premises:

Use of interior building area: Owner shall provide an area in the Owners’ “Front” Building for the exclusive use of the Licensee as follows:

This area is for the exclusive use of the Licensee’s equipment, such as cables, lines, racks, battery packs, mechanical and electrical hardware, cabinets, enclosures and other miscellaneous material and ancillary items needed by Licensee to install, protect and to maintain the above equipment. These may be added or removed at any time at the discretion of the Licensee without any notice or approval from the Owner, subject to the provisions of Paragraphs 7, 13 and 16 above.

Connections may be made to the power panel and the generator panel, and to the extent back-up power is available from the generator maintained and operated by Owner, Owner will make such back-up power available for Licensee’s use as necessary.

Two Base Station(s), model Motorola TAC 3000 Receivers (receive frequencies 151.220, 151.2425), within a 72” indoor cabinet, no external duplexers, and power output zero watts at transmitter, with accessories, not to occupy more than four square feet of floor space the specific location of which to be determined by Owner. Mechanical and electrical hardware, cabinet enclosures and other miscellaneous material needed by Licensee to install, protect and to maintain the above equipment.

License Fee: Beginning on the Commencement Date, Licensee shall to pay a license fee as follows to Owner at the address specified below, or to such other payee or at such other address as may be designated by notice in writing from Owner to Licensee, without prior demand therefor and without any set-off or deduction whatsoever:

From Commencement Date through Nov. 30, 2016:	\$500.00/mo.
From Dec. 1, 2016 through expiration/termination:	2.5% annual increase (effective each Dec. 1 during the term)

License fee payments shall be made to Owner at the following address:

York Water District
P.O. Box 447
York, Maine 03909
Attention: Donald D. Neumann Jr., Superintendent

Notices To:

Owner: York Water District
P.O. Box 447
York, Maine 03909
Attention: Donald D. Neumann Jr., Superintendent

Licensee: Town of Kittery
200 Rogers Road Ext.
Kittery, Maine 03904
Attn: _____

EXHIBIT A (cont.)

(actual photo showing all equipment to be inserted after installation is complete)

EXHIBIT B
Site Technical Standards

I. General

- 1) All installation crews must have in their possession an installation form issued to them by Manager prior to work beginning.
- 2) You must notify Manager at least twenty-four (24) hours prior to install date, so Manager can arrange for access.

The following will not be permitted at the antenna site without the written consent of Manager, which will not be unreasonably withheld:

- a) Any equipment without FCC type acceptance.
- b) Change in operating frequency (ies).
- c) Open rack mounted receivers and transmitters.
- d) Relocation of equipment after installation.

II. Radio Frequency Interference Protective Devices

1) 30-76 MHZ

Isolators-minimum of 30dB

TX cavity-minimum of 20dB rejection at +/- 1 MHZ

2) 130-174 MHZ

Single Stage Isolators-minimum of 30dB

TX cavity-minimum of 25dB rejection at +/- 1 MHZ

3) 406-512 MHZ

Single Stage Isolators-minimum of 30dB

TX cavity-minimum of 25dB rejection at +/- 1 MHZ

4) 800-1000 MHZ

Single Stage Isolators-minimum 30dB

TX cavity-minimum of 20dB rejection at +/- 5 MHZ

(or alternative plan submitted and approved by Manager)

5) 1000 MHZ + per accepted industry standards and accepted by Manager

* Harmonic Filters are also required with single or dual stage isolators.

III. Antenna and mounts must be:

- 1) Mounted only on approved side arms or other specified mount and only one per mount unless authorized by Manager.
- 2) All mounting hardware must be hot dipped galvanized or non-corroding metal.

- 3) Tagged with weatherproof labels showing manufacturer, model, frequency range, and owner.
- 4) Grounded at (i) tower mount (ii) base of tower and (iii) cable port entry.
- 5) Connections to be taped with stretch vinyl tape (Scotch #33 or equivalent) Skotchkoted (including pigtails).
- 6) Antennas with corroded or oxidized elements must be repaired or replaced.
- 7) Unless otherwise authorized by Manager, all antennas must be enclosed in fiberglass radomes.
- 8) Mounting pipes must be cut such that they do not extend into the antenna radiating element.
- 9) Any rusted, corroded or damaged hardware must be replaced.

IV. Tower

- 1) No welding or drilling of any Tower members will be permitted.
- 2) Installation work shall be done only by authorized and contractors approved by Manager having proper insurance and experience.

V. Cable

- 1) All antenna lines to be jacketed heliax or (equivalent), 1/2" or greater. Cable size must conform to agreement technical specifications.
- 2) No kinked or cracked cable.
- 3) Any cable fasteners exposed to weather must be nylon ultraviolet resistant type or stainless steel when installed on tower.
- 4) All transmit interconnecting cables/jumpers must be solid copper outer conductor (1/2" superflex or equivalent), not to exceed 8' in length where practical.
- 5) All used and unused lines must be tagged at both ends showing termination points.
- 6) Where no troughs or cable trays exist, all cable must be secured at not less than 3' intervals.
- 7) All transmission lines must be grounded immediately before making the bend under the waveguide bridge with professional grounding kits made specifically for this purpose.
- 8) All antenna cables must be secured to existing uni-strut or cable trays when provided, using metal clamps designed for 1-5/8", 1-1/4", 7/8" and 1/2" cable. No wire ties or Nylon straps.
- 9) Drip loops shall be incorporated in the runs to prevent water from trickling down the lines into the building.

VI. Connectors

- 1) Must have Teflon inserts, UHF or N type, including chassis/bulkhead connectors
- 2) Must be properly fabricated (soldered if applicable) if field installed. Crimp connectors are not acceptable.

VII. Receivers

- 1) No RF pre-amps permitted in front end unless authorized in writing by Manager.
- 2) All chassis shields must be in place.

VIII. Transmitters

- 1) Must meet original manufacturer's specifications.
- 2) All chassis must be in place.
- 3) Must be tagged with USER's name, equipment model, serial number, and operating frequency (ies).
- 4) All power amplifiers must be shielded.
- 5) Photocopy of FCC license must be enclosed in protective plastic cover and attached to front of transmitter cabinet.

IX. Cabinets

- 1) Must be grounded to building ground system.
- 2) All doors must be on and/or closed.
- 3) All unused non-original holes larger than 1" must be covered with copper screen or solid metal plates.
- 4) All cabinets must be marked with USERS's (name/address/telco#/e-mail address), FCC callsign, and operating frequency(ies)

X. Installation Procedures

- 1) Installation may take place only after Manager has approved of the date and time, and only during normal working hours unless otherwise authorized in writing.

XI. Miscellaneous

- 1) All installations must be maintained in a neat and professional manner.
- 2) Doors to equipment and antenna spaces shall be closed and locked at all times.

- 3) Access to equipment and antennas shall be by authorized personnel only, and only for purposes of installation, removal, service or maintenance.

XII. Interference Diagnosing Procedures

- 1) All users must cooperate in a timely fashion with Manager when called upon to investigate a source of interference, whether or not it can be conclusively proven that their equipment is involved. (See also applicable License provisions.)

Department of Public Safety
Liquor Licensing & Inspection
Division



BUREAU USE ONLY	
License No. Assigned:	
Class:	
Deposit Date:	
Amt. Deposited:	

Promise by any person that he or she can expedite a liquor license through influence should be completely disregarded.
To avoid possible financial loss an applicant, or prospective applicant, should consult with the Division before making any substantial investment in an establishment that now is, or may be, attended by a liquor license.

PRESENT LICENSE EXPIRES _____

INDICATE TYPE OF PRIVILEGE: MALT SPIRITUOUS VINOUS

INDICATE TYPE OF LICENSE:

- RESTAURANT (Class I,II,III,IV)
- HOTEL-OPTINONAL FOOD (Class I-A)
- CLASS A LOUNGE (Class X)
- CLUB (Class V)
- TAVERN (Class IV)
- RESTAURANT/LOUNGE (Class XI)
- HOTEL (Class I,II,III,IV)
- CLUB-ON PREMISE CATERING (Class I)
- GOLF CLUB (Class I,II,III,IV)
- OTHER: _____

REFER TO PAGE 3 FOR FEE SCHEDULE

ALL QUESTIONS MUST BE ANSWERED IN FULL

1. APPLICANT(S) –(Sole Proprietor, Corporation, Limited Liability Co., etc.) <u>CLIFFORD ELEMENTS, LLC</u>	2. Business Name (D/B/A) <u>BILL'S ORIGINAL KITCHEN</u>
DOB: _____	DOB: _____
Address <u>99 B HIGH ST</u>	Location (Street Address) <u>1 GOVERNMENT ST</u>
City/Town <u>SANFORD ME</u> State <u>ME</u> Zip Code <u>04073</u>	City/Town <u>KITTERY ME</u> State <u>ME</u> Zip Code <u>03904</u>
Telephone Number <u>207 380 4871</u> Fax Number	Business Telephone Number <u>207 380 4871</u> Fax Number
Federal I.D. # <u>47 465 8912</u>	Seller Certificate # <u>1174889</u>

- 3. If premises is a hotel, indicate number of rooms available for transient guests: _____
- 4. State amount of gross income from period of last license: ROOMS \$ NEW LICENSE FOOD \$ _____ LIQUOR \$ _____
- 5. Is applicant a corporation, limited liability company or limited partnership? YES NO
- If YES, complete Supplementary Questionnaire
- 6. Do you permit dancing or entertainment on the licensed premises? YES NO
- 7. If manager is to be employed, give name: _____
- 8. If business is NEW or under new ownership, indicate starting date: OCTOBER 1 2015
Requested inspection date: SEPT 21, 2015 Business hours: 11 AM - 8 PM
- 9. Business records are located at: 99 B HIGH ST SANFORD ME AND ON SITE
- 10. Is/are applicants(s) citizens of the United States? YES NO
- 11. Is/are applicant(s) residents of the State of Maine? YES NO

12. List name, date of birth, and place of birth for all applicants, managers, and bar managers. Give maiden name, if married:
Use a separate sheet of paper if necessary.

Name in Full (Print Clearly)	DOB	Place of Birth
WILLIAM CLIFFORD	8-9-68	MT KISCO NY

Residence address on all of the above for previous 5 years (Limit answer to city & state)
SANFORD, ME AND DOVER NH

13. Has/have applicant(s) or manager ever been convicted of any violation of the law, other than minor traffic violations, of any State of the United States? YES NO

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

14. Will any law enforcement official benefit financially either directly or indirectly in your license, if issued?

Yes No If Yes, give name: _____

15. Has/have applicant(s) formerly held a Maine liquor license? YES NO

16. Does/do applicant(s) own the premises? Yes No If No give name and address of owner:
ROSEMARIE GOLINI, 1 GOVERNMENT ST, KITTEEN ME 03904

17. Describe in detail the premises to be licensed: (Supplemental Diagram Required) _____

18. Does/do applicant(s) have all the necessary permits required by the State Department of Human Services?

YES NO Applied for: HEALTH + VICTUANS

19. What is the distance from the premises to the NEAREST school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel? .1 MILES Which of the above is nearest? CHURCH

20. Have you received any assistance financially or otherwise (including any mortgages) from any source other than yourself in the establishment of your business? YES NO

If YES, give details: _____

The Division of Liquor Licensing & Inspection is hereby authorized to obtain and examine all books, records and tax returns pertaining to the business, for which this liquor license is requested, and also such books, records and returns during the year in which any liquor license is in effect.

NOTE: "I understand that false statements made on this form are punishable by law. Knowingly supplying false information on this form is a Class D offense under the Criminal Code, punishable by confinement of up to one year or by monetary fine of up to \$2,000 or both."

Dated at: SANFORD ME on AUG 8, 20 15
Town/City, State Date

Please sign in blue ink

Signature of Applicant or Corporate Officer(s)

WILLIAM CLIFFORD

Print Name

Signature of Applicant or Corporate Officer(s)

Print Name

MAINE DEPT OF PUBLIC SAFETY

STATE OF MAINE
 Liquor Licensing & Inspection Division
 164 State House Station
 Augusta ME 04333-0164
 Tel: (207) 624-7220 Fax: (207) 287-3424



SUPPLEMENTARY QUESTIONNAIRE FOR CORPORATE APPLICANTS, LIMITED LIABILITY COMPANIES, AND LIMITED PARTNERSHIPS

- Exact Corporate Name: CLIFFORD ELEMENTS LLC
 Business D/B/A Name: BILLS ORIGINAL KITCHEN
- Date of Incorporation: 7/8/15
- State in which you are incorporated: ME
- If not a Maine Corporation, date corporation was authorized to transact business within the State of Maine: _____
- List the name and addresses for previous 5 years, birth dates, titles of officers, directors and list the percent of stock owned:

Name	Print Clearly Address Previous 5 years	Birth Date	% of Stock	Title
WILLIAM CLIFFORD	99 B HIGH ST SANFORD ME 04073	8-9-68	100	OWNER
SAME	6 BROOKMOOR RD DOWEN NH 03820			

- What is the amount of authorized stock? 100 Outstanding Stock? 0
- Is any principal officer of the corporation a law enforcement official? Yes No
- Has applicant(s) or manager ever been convicted of any violation of the law, other than minor traffic violations, of the United States? Yes No
- If YES, please complete the following: Name: _____

Date of Conviction: _____ Offense: _____
 Location: _____ Disposition: _____
 Dated at: _____ City/Town On: _____ Date

[Signature]
 Signature of Duly Authorized Officer
WILLIAM CLIFFORD
 Print Name of Duly Authorized Officer

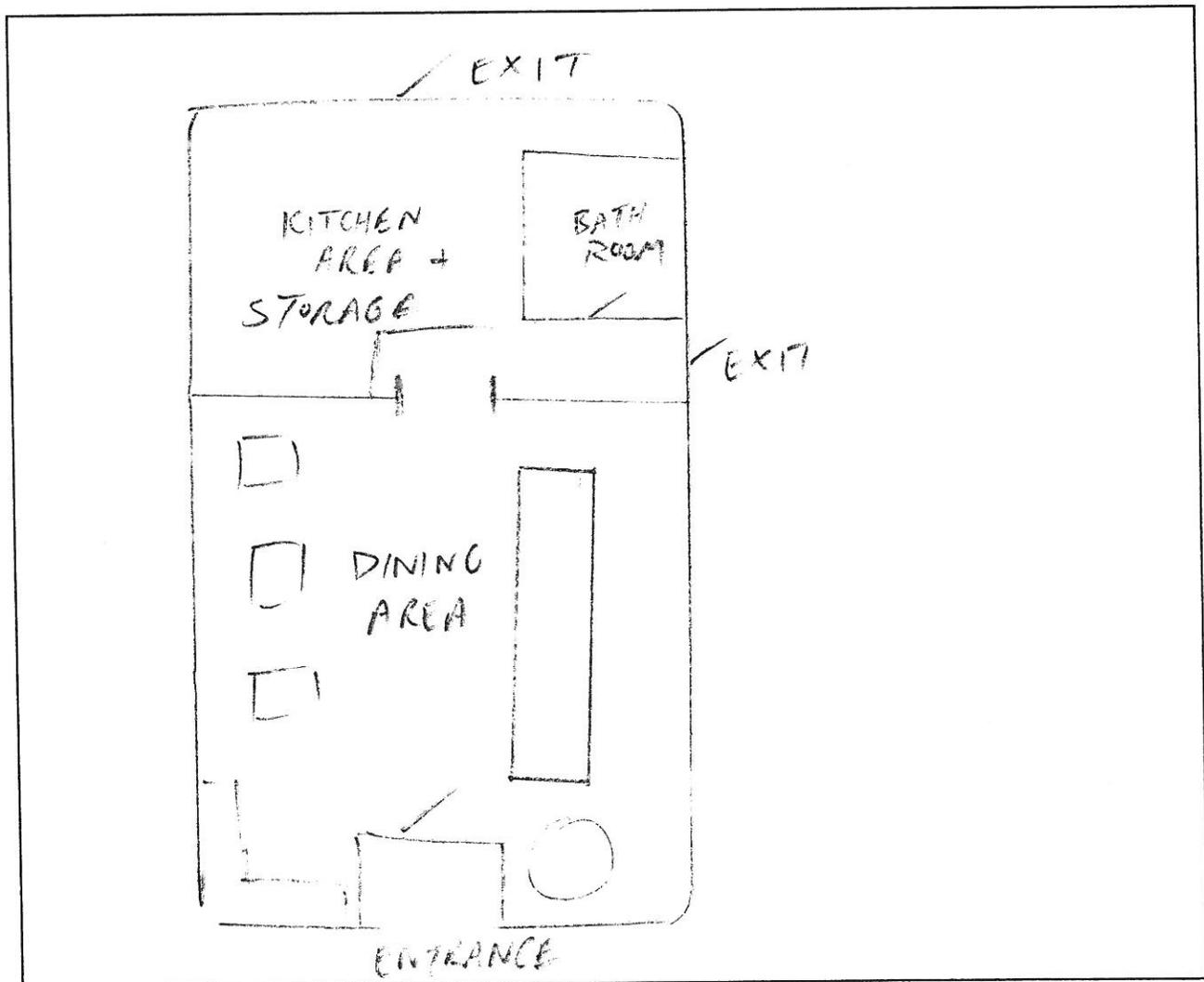
8/8/15
 Date



SUPPLEMENTAL APPLICATION FORM ON-PREMISE DIAGRAM

In an effort to clearly define your license premise and the areas that consumption and storage of liquor is allowed, The Liquor Licensing & Inspection Division is requiring all applicants to submit a diagram of the premise to be licensed in addition to a completed license application.

Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the areas of your diagram including entrances, office area, kitchen, storage areas, dining rooms, lounges, function rooms, decks and all areas that you are requesting approval from the Department for liquor consumption.



All fees must accompany application, made payable to the **Treasurer of Maine**. This application must be completed and mailed to Bureau of Alcoholic Beverages and Lottery Operations, Division of Liquor Licensing and Enforcement, 8 State House Station, Augusta ME 04333-0008. Payments by check subject to penalty provided by Title 28A, MRS, Section 3-B.

STATE OF MAINE

Dated at: _____, Maine _____ SS
City/Town (County)

On: _____
Date

The undersigned being: Municipal Officers County Commissioners of the
 City Town Plantation Unincorporated Place of: _____, Maine

Hereby certify that we have given public notice on this application and held public hearing thereon as required by Section 653 Title 28A, Maine Revised Statutes and hereby approve said application.

THIS APPROVAL EXPIRES IN 60 DAYS

NOTICE – SPECIAL ATTENTION

§ 653. Hearings; bureau review; appeal

1. **Hearing.** The municipal officers or, in the case of unincorporated places, the county commissioners of the county in which the unincorporated place is located, shall hold a public hearing for the consideration of applications for new on-premise licenses and applications for transfer of location of existing on-premise licenses. The municipal officers or county commissioners may hold a public hearing for the consideration of requests for renewal of licenses, except that when an applicant has held a license for the prior 5 years and a complaint has not been filed against the applicant within that time, the applicant may request a waiver of the hearing.
 - A. The bureau shall prepare and supply application forms. [1993, c.730, §27(amd).]
 - B. The municipal officers or the county commissioners, as the case may be, shall provide public notice of any hearing held under this section by causing a notice, at the applicant's prepaid expense, stating the name and place of hearing, to appear on at least 3 consecutive days before the date of hearing in a daily newspaper having general circulation in the municipality where the premises are located or one week before the date of the hearing in a weekly newspaper having general circulation in the municipality where the premises are located. [1995, c.140, §4 (amd).]
 - C. If the municipal officers or the county commissioners, as the case may be, fail to take final action on an application for a new on-premise license, for transfer of the location of an existing on-premise license or for renewal of an on-premise license within 60 days of the filing of an application, the application is deemed approved and ready for action by the bureau. For purposes of this paragraph, the date of filing of the application is the date the application is received by the municipal officers or county commissioners. This paragraph applies to all applications pending before municipal officers or county commissioners as of the effective date of this paragraph as well as all applications filed on or after the effective date of this paragraph. This paragraph applies to an existing on-premise license that has been extended pending renewal. The municipal officers or the county commissioners shall take final action on an on-premise license that has been extended pending renewal with 120 days of the filing of the application. [1999, c589, §1 (amd).]
2. **Findings.** In granting or denying an application, the municipal officers or the county commissioners shall indicate the reasons for their decision and provide a copy to the applicant. A license may be denied on one or more of the following grounds:
 - A. Conviction of the applicant of any Class A, Class B or Class c crime: [1987, c45, Pt.A§4 (new).]
 - B. Noncompliance of the licensed premises or its use with any local zoning ordinance or other land use ordinance not directly related to liquor control; [1987, c.45, Pt.A§4(new).]
 - C. Conditions of record such as waste disposal violations, health or safety violation or repeated parking or traffic violations on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises or other such conditions caused by persons patronizing or employed by the licensed premises that unreasonably disturb, interfere with or affect the ability of persons or businesses residing or located in the vicinity of the licensed premises to use their property in a reasonable manner; [1993, c.730, §27 (amd).]
 - D. Repeated incidents of record of breaches of the peace, disorderly conduct, vandalism or other violations of law on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises; [1989, c.592, §3 (amd).]
 - E. A violation of any provision of this Title; and [1989, c.592, §3 (amd).]
 - F. A determination by the municipal officers or county commissioners that the purpose of the application is to circumvent the provisions of section 601. [1989, c.592, §4 (new).]

[1993, c730, §27 (amd).]
3. **Appeal to bureau.** Any applicant aggrieved by the decision of the municipal officers or county commissioners under this section may appeal to the bureau within 15 days of the receipt of the written decision of the municipal officers or county commissioners. The bureau shall hold a public hearing in the city, town or unincorporated place where the premises are situated. In acting on such an appeal, the bureau may consider all licensure requirements and findings referred to in subsection 2.
 - A. [1993, c.730, §27 (rp).]
4. **No license to person who moved to obtain a license. (REPEALED)**
5. **(TEXT EFFECTIVE 3/15/01) Appeal to District Court.** Any person or governmental entity aggrieved by a bureau decision under this section may appeal the decision to the District Court within 30 days of receipt of the written decision of the bureau.
An applicant who files an appeal or who has an appeal pending shall pay the annual license fee the applicant would otherwise pay. Upon resolution of the appeal, if an applicant's license renewal is denied, the bureau shall refund the applicant the prorated amount of the unused license fee.

NOTICE – SPECIAL ATTENTION

All applications for NEW or RENEWAL liquor licenses must contact their Municipal Officials or the County Commissioners in unincorporated places for approval of their application for liquor licenses prior to submitting them to the bureau.

THIS APPROVAL EXPIRES IN 60 DAYS.

FEE SCHEDULE

Class I	Spirituos, Vinous and Malt	\$ 900.00
	CLASS I: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Vessels; Qualified Caterers; OTB.	
Class I-A	Spirituos, Vinous and Malt, Optional Food (Hotels Only)	\$1,100.00
	CLASS I-A: Hotels only that do not serve three meals a day.	
Class II	Spirituos Only	\$ 550.00
	CLASS II: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; and Vessels.	
Class III	Vinous Only	\$ 220.00
	CLASS III: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.	
Class IV	Malt Liquor Only	\$ 220.00
	CLASS IV: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Taverns; Pool Halls; and Bed and Breakfasts.	
Class V	Spirituos, Vinous and Malt (Clubs without Catering, Bed & Breakfasts)	\$ 495.00
	CLASS V: Clubs without catering privileges.	
Class X	Spirituos, Vinous and Malt – Class A Lounge	\$2,200.00
	CLASS X: Class A Lounge	
Class XI	Spirituos, Vinous and Malt – Restaurant Lounge	\$1,500.00
	CLASS XI: Restaurant/Lounge; and OTB.	

FILING FEE..... \$ 10.00

UNORGANIZED TERRITORIES \$10.00 filing fee shall be paid directly to County Treasurer. All applicants in unorganized territories shall submit along with their application evidence of payment to the County Treasurer.

All fees must accompany application, made payable to: **TREASURER, STATE OF MAINE. – DEPARTMENT OF PUBLIC SAFETY, LIQUOR LICENSING AND INSPECTION DIVISION, 164 STATE HOUSE STATION, AUGUSTA ME 04333-0164.** Payments by check subject to penalty provided by Sec. 3, Title 28A, MRS.

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



Promise by any person that he or she can expedite a liquor license through influence should be completely disregarded.
To avoid possible financial loss an applicant, or prospective applicant, should consult with the Division before making any substantial investment in an establishment that now is, or may be, attended by a liquor license.

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

PRESENT LICENSE EXPIRES 12-12-15

INDICATE TYPE OF PRIVILEGE: MALT SPIRITUOUS VINOUS

INDICATE TYPE OF LICENSE:

- RESTAURANT (Class I,II,III,IV)
- HOTEL-OPTINONAL FOOD (Class I-A)
- CLASS A LOUNGE (Class X)
- CLUB (Class V)
- TAVERN (Class IV)
- RESTAURANT/LOUNGE (Class XI)
- HOTEL (Class I,II,III,IV)
- CLUB-ON PREMISE CATERING (Class I)
- GOLF CLUB (Class I,II,III,IV)
- OTHER: _____

REFER TO PAGE 3 FOR FEE SCHEDULE

ALL QUESTIONS MUST BE ANSWERED IN FULL

1. APPLICANT(S) –(Sole Proprietor, Corporation, Limited Liability Co., etc.) <u>Rolling In The Mud LLC</u> DOB: _____			2. Business Name (D/B/A) <u>When Pigs Fly Pizzeria</u>		
DOB: _____			Location (Street Address) <u>460 US ROUTE 1</u>		
DOB: _____			City/Town <u>Kittery</u> State <u>ME</u> Zip Code <u>03904</u>		
Address <u>460 US ROUTE 1</u>			Mailing Address <u>40 BRICKYARD CT</u>		
City/Town <u>Kittery</u> State <u>ME</u> Zip Code <u>03904</u>		City/Town <u>YORK</u> State <u>ME</u> Zip Code <u>03909</u>			
Telephone Number <u>207-438-7036</u> Fax Number <u>207-363-2511</u>		Business Telephone Number <u>207 363 0612</u> Fax Number <u>207 563 2511</u>			
Federal I.D. # <u>27-3936816</u>			Seller Certificate # <u>1148785</u>		

3. If premises is a hotel, indicate number of rooms available for transient guests: N/A
4. State amount of gross income from period of last license: ROOMS \$ N/A FOOD \$ 2,209,882 LIQUOR \$ 652,017
5. Is applicant a corporation, limited liability company or limited partnership? YES NO
- complete Supplementary Questionnaire ,If YES
6. Do you permit dancing or entertainment on the licensed premises? YES NO

7. If manager is to be employed, give name: JOHN CAUTCKE

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

Requested inspection date: NOVEMBER 15 2015 Business hours: 11:30 - 10 PM DAILY

9. Business records are located at: 460 US RTE 1 KITTERY, ME

10. Is/are applicants(s) citizens of the United States? YES NO

11. Is/are applicant(s) residents of the State of Maine? YES NO

12. List name, date of birth, and place of birth for all applicants, managers, and bar managers. Give maiden name, if married:
Use a separate sheet of paper if necessary.

Name in Full (Print Clearly)	DOB	Place of Birth
JOHN SALINAS CAUTCKE	7-3-66	BATTLE CREEK, MI
ELIZABETH ANNE WOODCOCK	12-8-86	PORTSMOUTH NH

Residence address on all of the above for previous 5 years (Limit answer to city & state)
DOVER NH & KITTERY ME
OGUNQUIT ME & PORTSMOUTH NH

13. Has/have applicant(s) or manager ever been convicted of any violation of the law, other than minor traffic violations, of any State of the United States? YES NO

Name: ANDREW STAPEL Date of Conviction: 5/80
Offense: OUI Location: PORTSMOUTH NH
Disposition: FINE & SUSPENSION

14. Will any law enforcement official benefit financially either directly or indirectly in your license, if issued?
Yes No If Yes, give name: _____

15. Has/have applicant(s) formerly held a Maine liquor license? YES NO

16. Does/do applicant(s) own the premises? Yes No If No give name and address of owner: _____

17. Describe in detail the premises to be licensed: (Supplemental Diagram Required) SAME AS LAST YEAR

18. Does/do applicant(s) have all the necessary permits required by the State Department of Human Services?
YES NO Applied for: _____

19. What is the distance from the premises to the NEAREST school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel? 2.4 miles Which of the above is nearest? SCHOOL

20. Have you received any assistance financially or otherwise (including any mortgages) from any source other than yourself in the establishment of your business? YES NO

If YES, give details: _____

The Division of Liquor Licensing & Inspection is hereby authorized to obtain and examine all books, records and tax returns pertaining to the business, for which this liquor license is requested, and also such books, records and returns during the year in which any liquor license is in effect.

NOTE: "I understand that false statements made on this form are punishable by law. Knowingly supplying false information on this form is a Class D offense under the Criminal Code, punishable by confinement of up to one year or by monetary fine of up to \$2,000, or both."

Dated at: YORK MAINE on Sept 21, 2015
Town/City, State Date

Please sign in blue ink

Andrew Siegel
Signature of Applicant or Corporate Officer(s)
Andrew Siegel
Print Name

RZS
Signature of Applicant or Corporate Officer(s)
Ronald Siegel
Print Name

NOTICE – SPECIAL ATTENTION

All applications for NEW or RENEWAL liquor licenses must contact their Municipal Officials or the County Commissioners unincorporated places for approval of their application for liquor licenses prior to submitting them to the bureau.

THIS APPROVAL EXPIRES IN 60 DAYS.

FEE SCHEDULE

Class I	Spirituos, Vinous and Malt	\$ 900.00
	CLASS I: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Vessels; Qualified Caterers; OTB.	
Class I-A	Spirituos, Vinous and Malt, Optional Food (Hotels Only)	\$1,100.00
	CLASS I-A: Hotels only that do not serve three meals a day.	
Class II	Spirituos Only	\$ 550.00
	CLASS II: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; and Vessels.	
Class III	Vinous Only	\$ 220.00
	CLASS III: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.	
Class IV	Malt Liquor Only	\$ 220.00
	CLASS IV: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Taverns; Pool Halls; and Bed and Breakfasts.	
Class V	Spirituos, Vinous and Malt (Clubs without Catering, Bed & Breakfasts)	\$ 495.00
	CLASS V: Clubs without catering privileges.	
Class X	Spirituos, Vinous and Malt – Class A Lounge	\$2,200.00
	CLASS X: Class A Lounge	
Class XI	Spirituos, Vinous and Malt – Restaurant Lounge	\$1,500.00
	CLASS XI: Restaurant/Lounge; and OTB.	
FILING FEE	\$ 10.00



UNORGANIZED TERRITORIES \$10.00 filing fee shall be paid directly to County Treasurer. All applicants in unorganized territories shall submit along with their application evidence of payment to the County Treasurer.

All fees must accompany application, made payable to the **Treasurer of Maine**. This application must be completed and mailed to Bureau of Alcoholic Beverages and Lottery Operations, Division of Liquor Licensing and Enforcement, 8 State House Station, Augusta, ME 04333-0008. Payments by check subject to penalty provided by Title 28A, MRS, Section 3-B.



State of Maine
Bureau of Alcoholic Beverages
Division of Liquor Licensing and Enforcement

**Supplemental Information Required for
 Business Entities Who Are Licensees**

For Office Use Only:	
License #:	_____
Date Filed:	_____

For information required for Questions 1 to 4, this information is on file with the Maine Secretary of State's office and must match their record information. Please clearly complete this form in its entirety.

- Exact legal name: Rolling In the Mud LLC
- Other business name for your entity (DBA), if any: Whisper Pubs Fly Pizzeria
- Date of filing with the Secretary of State: 10-21-10
- State in which you are formed: MAINE
- If not a Maine business entity, date on which you were authorized to transact business in the State of Maine: _____
- List the name and addresses for previous 5 years, birth dates, titles of officers, directors and list the percentage ownership: (attached additional sheets as needed)

Name	Address for Previous 5 years	Date of Birth	Ownership %
Ronald Sigel	25 HARZBOROUGH RD YORK ME	9-9-58	50
Andrew Sigel	4 SNAPEHOOK DR YORK ME	3-3-62	50

- Is any principal person involved with the entity a law enforcement official?
 Yes No
- If Yes to Question 7, please provide the name and law enforcement agency:
 Name: _____ Agency: _____

9. Has any principal person involved in the entity ever been convicted of any violation of the law, other than minor traffic violations, in the United States?

Yes No

10. If Yes to Question 9, please complete the following: (attached additional sheets as needed)

Name: Andrew Seeger

Date of Conviction: 5/80

Offense: OUI

Location of Conviction: Portsmouth NH

Disposition: FINE + SUSPENSION

Signature:

Andrew M Seeger

Signature of Duly Authorized Person

9-24-13

Date

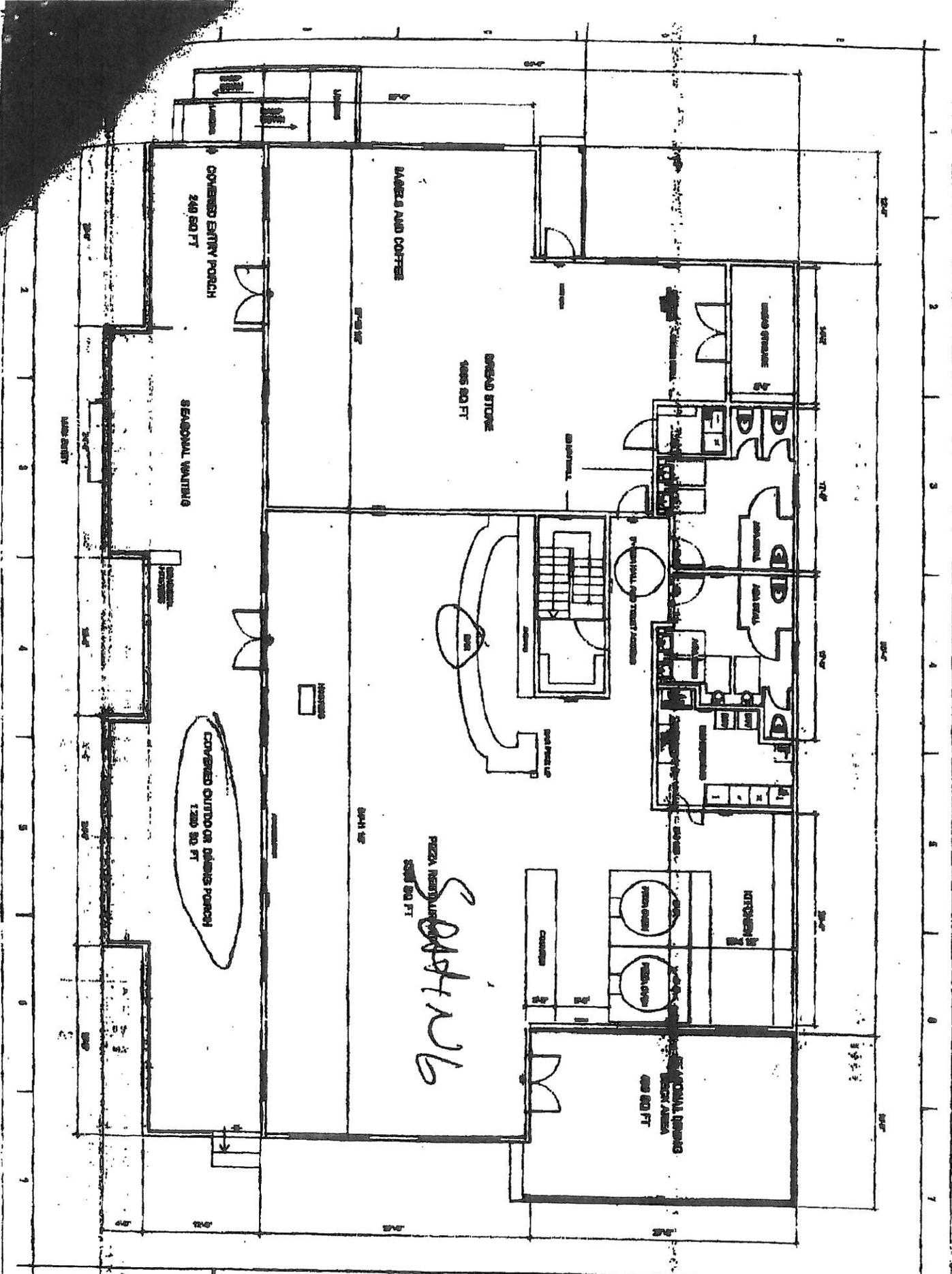
Andrew M Seeger

Print Name of Duly Authorized Person

If you have questions regarding the legal name or assumed (DBA) name on file with the Secretary of State's office, please call (207) 624-7752. The SOS can only speak to the information on file with their office, not the filing of this supplemental information – please direct any questions about this form to our office at the number below.

Submit Completed Forms To:

Bureau of Alcoholic Beverages and Lottery Operations
Division of Liquor Licensing and Enforcement
164 State House Station
Augusta, Me 04333-0101
Telephone Inquiries: (207) 624-7220
Fax: (207) 287-3424
Email Inquiries: MaineLiquor@Maine.gov



FIRST FLOOR PLAN
 SCALE: 1/8" = 1'-0"
 DRAWN: [unclear]
 CHECKED: [unclear]

WHEN PIGS FLY
 KITTERY, MAINE

Drawn for [unclear] by John Lacey
 P.O. Box 200
 Kittery, Maine 03904-0200
 Phone (603) 852-4500
 Fax (603) 852-4500

A1

STATE OF MAINE

Dated at: _____, Maine _____ SS
City/Town (County)

On: _____
Date

The undersigned being: _____ Municipal Officers _____ County Commissioners of the
_____ City _____ Town _____ Plantation _____ Unincorporated Place of: _____, Maine

Hereby certify that we have given public notice on this application and held public hearing thereon as required by Section 653 Title 28A, Main Revised Statutes and hereby approve said application.

THIS APPROVAL EXPIRES IN 60 DAYS

NOTICE - SPECIAL ATTENTION

§ 653. Hearings; bureau review; appeal

1. **Hearing.** The municipal officers or, in the case of unincorporated places, the county commissioners of the county in which the unincorporated place located, shall hold a public hearing for the consideration of applications for new on-premise licenses and applications for transfer of location of existing on-premise licenses. The municipal officers or county commissioners may hold a public hearing for the consideration of requests for renewal of licenses, except that when an applicant has held a license for the prior 5 years and a complaint has not been filed against the applicant within that time, the applicant may request a waiver of the hearing.

- A. The bureau shall prepare and supply application forms. [1993, c.730, §27(amd).]
- B. The municipal officers or the county commissioners, as the case may be, shall provide public notice of any hearing held under this section causing a notice, at the applicant's prepaid expense, stating the name and place of hearing, to appear on at least 3 consecutive days before the date of hearing in a daily newspaper having general circulation in the municipality where the premises are located or one week before the date of the hearing in a weekly newspaper having general circulation in the municipality where the premises are located. [1995, c.140, §4 (amd).]
- C. If the municipal officers or the county commissioners, as the case may be, fail to take final action on an application for a new on-premise license, for transfer of the location of an existing on-premise license or for renewal of an on-premise license within 60 days of the filing of the application, the application is deemed approved and ready for action by the bureau. For purposes of this paragraph, the date of filing of the application is the date the application is received by the municipal officers or county commissioners. This paragraph applies to all applications pending before municipal officers or county commissioners as of the effective date of this paragraph as well as all applications filed on or after the effective date of this paragraph. This paragraph applies to an existing on-premise license that has been extended pending renewal. The municipal officers or the county commissioners shall take final action on an on-premise license that has been extended pending renewal with 120 days of the filing of the application. [1999, c589, §1 (amd).]

2. **Findings.** In granting or denying an application, the municipal officers or the county commissioners shall indicate the reasons for their decision and provide a copy to the applicant. A license may be denied on one or more of the following grounds:

- A. Conviction of the applicant of any Class A, Class B or Class C crime: [1987, c45, Pt.A§4 (new).]
- B. Noncompliance of the licensed premises or its use with any local zoning ordinance or other land use ordinance not directly related to liquor control; [1987, c.45, Pt.A§4(new).]
- C. Conditions of record such as waste disposal violations, health or safety violation or repeated parking or traffic violations on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises or other such conditions caused by persons patronizing or employed by the licensed premises that unreasonably disturb, interfere with or affect the ability of persons or businesses residing or located in the vicinity of the licensed premises to use their property in a reasonable manner; [1993, c.730, §27 (amd).]
- D. Repeated incidents of record of breaches of the peace, disorderly conduct, vandalism or other violations of law on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises; [1989, c.592, §3 (amd).]
- E. A violation of any provision of this Title; and [1989, c.592, §3 (amd).]
- F. A determination by the municipal officers or county commissioners that the purpose of the application is to circumvent the provisions of section 601. [1989, c.592, §4 (new).]

[1993, c730, §27 (amd).]

3. **Appeal to bureau.** Any applicant aggrieved by the decision of the municipal officers or county commissioners under this section may appeal to the bureau within 15 days of the receipt of the written decision of the municipal officers or county commissioners. The bureau shall hold a public hearing in the city, town or unincorporated place where the premises are situated. In acting on such an appeal, the bureau may consider all licensure requirements and findings referred to in subsection 2.

- A. [1993, c.730, §27 (rp).]

4. **No license to person who moved to obtain a license. (REPEALED)**

5. **(TEXT EFFECTIVE 3/15/01) Appeal to District Court.** Any person or governmental entity aggrieved by a bureau decision under this section may appeal the decision to the District Court within 30 days of receipt of the written decision of the bureau.

An applicant who files an appeal or who has an appeal pending shall pay the annual license fee the applicant would otherwise pay. Upon resolution of the appeal, if an applicant's license renewal is denied, the bureau shall refund the applicant the prorated amount of the unused license fee.

October 1, 2015

Town of Kittery
Attn: Town Council
200 Rogers Road Ext.
Kittery, ME 03904

Dear Sirs and Madams,

We are writing to request permission to hold a special event Saturday, October 24th, 12 noon to 8 pm. It is necessary to gain the Town of Kittery's permission in order to get a permit from the State of Maine to extend the bonded area to a tent outside our tasting room. Our landlord, Driscoll Realty, has given us approval and is prepared to write a letter to this effect.

This will be a release event for our Russian Imperial Stout and will be similar in structure to the release we held last April 1, with the main difference being that Oct. 24th is a Saturday, not a week day. We do anticipate a large turnout and many cars coming from out of the area.

We will have a 20' x 40' tent, porto potty, and one day food vendor(s). It may be a good idea to have a police detail for several hours, perhaps 11 am – 3 or 4 pm, when attendance would be at its height, and we are willing to make that arrangement. We will also notify our business & immediate residential neighbors of the event. We will not be having music at this event.

We respectfully submit this request, and hope that you recognize Tributary Brewing Co. as a valued business to the Town.

Sincerely yours,

A handwritten signature in black ink that reads "Galen Mott". The signature is written in a cursive style with a long horizontal line extending to the right.

Galen & Tod Mott
Owners
Tributary Brewing Co.

Tricia Kashmer
ph# 451-7218
email: teematt2@aol.com

October 5, 2015

To the members of the Kittery Town Council:

I am writing to request permission for RW Traip Academy 2016 Project Graduation to host a "toll booth" at the Kittery Resource Recovery Facility on Saturday, October 17 from 9-5.

All proceeds to benefit a chemical free celebration for this years graduating class.

Sincerely,
Tricia Kashmer
co-president 2016 PG

Memorandum

TO: TOWN COUNCIL
FROM: TOWN CLERK
DATE: OCTOBER 8, 2015
RE: NOVEMBER 3RD ELECTION

This memo is a recommendation and a request for the appointment of Joyce Tobey as Warden and Sandra Lutts as Deputy Warden for the November 3, 2015, Municipal Election. I am requesting that the polls be open at 8:00 a.m. and close at 8:00 p.m. at the Kittery Community Center, 120 Rogers Road.

/mp



**TOWN OF KITTERY
WARRANT FOR MUNICIPAL ELECTION**

COUNTY OF YORK, SS

STATE OF MAINE

To Theodor G. Short, a constable (or resident) of this municipality:

You are hereby required in the name of the State of Maine to notify the voters of the Town of Kittery of the election described in this warrant:

TO THE VOTERS OF THE TOWN OF KITTERY:

You are hereby notified that the **MUNICIPAL ELECTION** in this municipality will be held at the **KITTERY COMMUNITY CENTER**, 120 Rogers Road, on **NOVEMBER 3, 2015**, to determine the following:

To elect three members to the Town Council for three year terms.

To elect two members to the School Committee for three year terms.

Referendum Questions:

Question #1: Shall the Town of Kittery approve the Charter Amendments reprinted below?

Key: Strike out text = text to be deleted, Underline text = text to be added.

Sec. 2.14. Ordinances in general.

(1) Form. Every proposed ordinance ~~shall~~ must be introduced in writing and in the form required for final adoption. No ordinance ~~shall~~ may contain more than one subject which ~~shall~~ must be clearly expressed in its title. The enacting clause ~~shall~~ must be "The Town of Kittery hereby ordains...". Any ordinance which repeals or amends an existing ordinance or part of the town code ~~shall~~ must set out in full the ordinance, sections or subsections to be repealed or amended; ~~and shall~~ indicate matter to be omitted by enclosing it in brackets or by ~~strikeout~~ type and ~~shall~~ indicate new matter by underscoring or by italics.

(2) Procedure. An ordinance may be introduced by any member at any regular or special meeting of the council. The town clerk shall provide a copy to each council member and to the manager and shall make a reasonable number of copies available in the office of the town clerk, and shall, unless directed otherwise pursuant to State Statute, publish in a newspaper of general circulation in the town on the Town's web site, and post in a public place in the Municipal Offices, the Kittery U.S. Post Office(s), and the Community Center, a notice setting out the time and place for a public hearing thereon. The public hearing ~~shall~~ must follow the publication/posting by at least 7 days, may be held separately or in connection with a regular or special council meeting and may be adjourned from time to time. All persons interested ~~shall~~ will have an opportunity to be heard at the hearing. After the hearing, the council may adopt the ordinance with or without amendment or reject it.

(3) Effective date. Except as otherwise provided in this charter, every adopted ordinance ~~shall~~ become effective at the expiration of 30 days after adoption or at any later date specified therein.

Sec. 6.06. Council action on proposed budget.

(1) Notice and hearing. The council shall publish as soon as possible ~~in one or more newspapers of general circulation in the town on the Town's web site, and post in the Municipal Offices, the Kittery U.S. Post Office(s), and the Community Center,~~ the general summary of the proposed budget and a notice stating:

- (a) The times and places where copies of the message and proposed budget are available for inspection by the public, and
- (b) The time and place, not less than 14 calendar days after such publication/posting, for a public hearing on the proposed budget.

Explanation: Currently on an average, the town spends \$20,000 per year on a variety of legal advertising; approximately 25% of these expenses are due to items that may be affected by these proposed amendments. If approved, these amendments would save the town from paying for legal notices that we currently post in the newspaper in accordance with the Town Charter. These amendments were approved by the voters at the June 9, 2015 Election, however the vote was not valid due to a low voter turnout.

Question #2: Shall the Town of Kittery council be authorized to issue bonds in a total amount not to exceed \$275,000 and notes in anticipation thereof (collectively, the "Bonds"), which Bonds shall be matched by at least \$1,200, 000 in Federal and State funds and other contributions, for the purpose providing funds for the costs of the Kittery Land Trust to establish and conserve the Brave Boat Headwaters Preserve, so-called, comprising an estimated 150 acres located off Route 103 and Bartlett

Roads, which will provide public access for walking, hunting, and other recreational activities, and for nature-based education; safeguard open space and scenic views; and protect archeological sites and the water quality in Brave Boat Harbor, through the Kittery Land Trust's acquisition of lands, conservation easements, and related real estate?

TREASURER'S STATEMENT

The undersigned Treasurer of the Town of Kittery certifies as follows:

1. Existing and Authorized Debt. As of the referendum date, the total amount of bonds of the Town currently outstanding and unpaid is \$32,186,170. The total amount of bonds of the Town authorized, but unissued, is \$0. The total amount of bonds of the Town contemplated to be issued if the bond question accompanying this Statement receives voter approval is not in excess of \$275,000, as described below.
2. Bonding Limit. The total bonding limit of the Town is \$224,790,000; the bonding limit for school debt is \$149,860,000.
3. Kittery Land Trust Bonds. These proposed bonds will be issued to partially fund the creation of the Brave Boat Headwaters Preserve off Route 103 and Bartlett Roads which will provide public access for walking, hunting and other recreational activities, nature-based education, ensure open space and scenic views, protect archeological sites and the water quality in Brave Boat Harbor, through the purchase and donation of lands and conservation easements totaling an estimated 150 acres, to be permanently conserved by the Kittery Land Trust. The anticipated average interest rate on the bonds is 2.64%, the interest cost associated with the borrowing would be \$82,285.34, which would result in a total cost of principal and interest at maturity of \$357,285.34.
4. The foregoing represents an estimate of costs associated with the financing, and such estimates will change due to market conditions. The validity of the bonds and the voters' ratification of the bonds may not be affected by any errors in the foregoing estimates. If the actual amount of the total debt service for the bonds varies from the estimate, the ratification by the voters is nevertheless conclusive and the validity of the bonds is not affected by reason of the variance.

Nancy Colbert Puff, Treasurer

The polls shall be opened at 8:00 a.m. and closed at 8:00 p.m.

Absentee ballots will be processed centrally at 9:00 a.m., 10:00 a.m., 11:00 a.m., 12:00 p.m., 1:00 p.m., 2:00 p.m., 3:00 p.m., 4:00 p.m., 5:00 p.m., 6:00 p.m., 7:00 p.m., and 8:00 p.m.

The Registrar of Voters will hold office hours while the polls are open to correct any error in, or change a name or address on the voting list; to accept the registration of any person who is eligible to vote and to accept new enrollments.

A person who is not registered as a voter may not vote in any election.

Dated at Kittery this 14th day of October, 2015.

_____	_____
_____	_____
_____	_____

	MUNICIPAL OFFICERS

A true copy

ATTEST: _____
TOWN CLERK

OFFICER'S RETURN

YORK COUNTY, SS

STATE OF MAINE

I certify that I have notified the voters of Kittery of the time and place for the Municipal Election, by posting an attested copy of the within warrant at the KITTERY POST OFFICE, KITTERY POINT POST OFFICE, MUNICIPAL OFFICE, AND THE KITTERY RESOURCE RECOVERY FACILITY, within Kittery on _____, 2015, which is at least seven (7) days next prior to election day.

Dated at Kittery on _____, 2015.

Constable of Kittery