



TOWN OF KITTERY, MAINE

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

September 14, 2015

Kittery Town Council
Requested by Chairperson Jeffrey Thomson
Special Meeting Agenda
6:15 p.m.

Council Chambers

1. Call to Order
2. Introductory
3. Pledge of Allegiance
4. Roll Call
5. EXECUTIVE SESSION

(090115-1) The Kittery Town Council moves to go into executive session in accordance with M.R.S. 36 §841 (2) (E) to consider an application for a hardship abatement due to poverty or infirmity.

6. ADJOURNMENT

Posted: September 10, 2015



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

September 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 – 8/24/15 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

(090115-1) The Kittery Town Council moves to establish an overlay amount of \$_____, resulting in a mill rate of _____ mills, and to charge an interest rate of 7% per annum on past due accounts and an interest rate of 3% on overpayment of property taxes, and confirms the dates of October 31, 2015, February 15, 2016 and May 31, 2016, as the due dates for property and personal property taxes.

10. PUBLIC HEARINGS

a. (090115-1) The Kittery Town Council moves to hold a public hearing on a renewal application from Delta Amusement Inc., 182 State Road, Kittery, for a Special Activity Amusement Permit for the Navy Yard Bar & Billiard, 182 State Road.

b. (090115-2) The Kittery Town Council moves to hold a public hearing on a renewal application from The Cajun Lobster LLC, 90 Pepperrell Road, Kittery Point, for a Special Activity Amusement Permit for The Cajun Lobster, 90 Pepperrell Road.

c. (090115-3) The Kittery Town Council moves to hold a public hearing on an application from Bagel Caboose II LLC., 20 High Pasture Road, Kittery Point, for a Victualer's License for the Bagel Caboose, 176 State Road.

d. (090115-4) The Kittery Town Council moves to hold a public hearing on an application from Morrison's Lobsters LLC., 11 Badgers Island West, Kittery, for a Victualer's License for the Morrison's Lobsters, 11 Badgers Island West.

e. (090115-5) The Kittery Town Council moves to hold a public hearing on an application from William M. and Lois A. Widi, 34 Sandy Hill Lane, Eliot, Maine, for a Victualer's License for the BBQ Barn, 181 State Road.

f. (090115-6) The Kittery Town Council moves to hold a public hearing on proposed amendments to Section 2.14 and 6.06 of the Kittery Town Charter for the November 3, 2015 Election.

g. (090115-7) The Kittery Town Council moves to hold a public hearing in accordance with Section 6.11 (2) of the Kittery Town Charter and hereby ordains 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.

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

13. NEW BUSINESS

a. Donations/gifts received for Council disposition

b. (090115-8) The Kittery Town Council moves to approve the disbursement warrants.

c. (090115-9) The Kittery Town Council moves to approve a renewal application from Divine Cuisines LLC, 20 Walker Street, Kittery for a Malt, Spirituous and Vinous Liquor License for Tulsi, 20 Walker Street.

d. (090115-10) The Kittery Town Council moves to appoint Maryann Place as Acting Town Manager from September 24th through October 1st during the Town Managers attendance at the ICMA Conference.

e. (090115-11) The Kittery Town Council moves to amend Title 11 General Assistance Appendices A-D for the period of October 1, 2015 – September 30, 2016, as required and provided by the State of Maine.

f. (090115-12) The Kittery Town Council moves to approve an application for a Pole Location Permit from Central Maine Power and Northern New England Telephone Operations, LLCNH, to install eight new poles starting at the intersection of Dennett Road and Ranger Drive.

g. (090115-13) The Kittery Town Council moves to schedule a public hearing on proposed amendments to Title 16 of the Kittery Town Code.

14. COUNCILOR ISSUES OR COMMENT

15. COMMITTEE AND OTHER REPORTS

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

16. EXECUTIVE SESSION

17. ADJOURNMENT



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 September 14, 2015

1. **Tax Rate Hearing** – Tonight Council will consider setting the tax rate for fiscal 2016. At budget preparation time, the Assessor had estimated new growth to the tax base at \$6 million. I am pleased to report this estimate has been greatly exceeded, as our growth came in over double that amount, with approximately \$12.6 million added. As a result, the Assessor is able to recommend a rate that is close to \$0.08 below the projection contained in the budget.
2. **Sale of General Obligation Bonds** – The Town retains its bond rating of AA2 and AA+ from Moody's and Standard and Poors respectively. Eight firms submitted interest in purchasing our bonds of \$3,079,000, with a borrowing rate ranging from 1.698% to 1.820%. We selected the lowest rate, which was offered by Financial Capital Markets.
3. **Maine Municipal Bond Bank (MMBB)/Clean Water State Revolving Fund (CWSRF) for the Sewer Renovation and Expansion Projects** – On September 10th we closed on permanent financing for the Sewer projects with the Maine Municipal Bond Bank and repaid the outstanding Bond Anticipation Note (BAN). MMBB offers a 1% interest rate, exclusive of MMBB and DEP annual administrative fees. I wish to thank our Finance Director Cindy Saklad, our Sewer Superintendent George Kathios, financial advisor Joe Cutera (Moors and Cabot), bond counsel Bill Stockmeyer and Greg Im (Drummond and Woodsum), engineering consultants Mark Thompson and Angus O'Leary (Kleinfelder), Rob Nadeau (MMBB), and Karen Helfler (DEP), for all their hard work and cooperation in successfully carrying this financing through.
4. **Wyman Avenue Traffic** – The Police Chief has confirmed that patrol officers have been assigned to Wyman Avenue in the mornings to enforce the "one way" direction during the Shipyard commute.
5. **Street Light Outages** – I have asked the Police Chief for a report confirming that we continue to report outages to Central Maine Power and hope to have it in hand by Monday evening.
6. **Signage at Stimpson & Government** – Pursuant to Councilor Denault's request, I had our Code Enforcement Officer look into the sign at this location – he informed the owner that it is not in compliance with our Code, and is following up with enforcement action.
7. **Fire Department Additional Insurance Coverage** – Pursuant to Councilor Denault's request and in response to the recent accident that injured one of our firefighters, we have purchased supplemental insurance coverage for our Fire Department personnel.
8. **Sarah Mildred Long Traffic** – We have contacted DOT regarding the issue of traffic backups due to uncoordinated light timing after a bridge opening. We have been reassured that the lights, at the project's completion, will be coordinated to relieve long traffic lines as the result of an opening. DOT has offered to look into whether an intermediate solution can be implemented.

9. **Pepperell Cove "BIG" Transient Slips and Moorings** – Pursuant to Councilor Spiller's question regarding the performance of the recently installed transient facilities funded in part by the "BIG" grant, the Harbormaster has provided the following information:

Type of Revenue	FY 2015	July 1 – Sept. 4, 2015
Transient Slip Rental	\$95.00	\$1,382.50
Transient Mooring	\$6,153.00	\$4,390.00
Totals	\$6,248.00	\$5,772.50

The slip rentals are available for \$2.50/l.f./night, plus a \$10 charge for power and water use. The mooring rate is \$30/night. The Harbormaster expects to see an increase in revenues for fiscal 2016 as the facility becomes more well-known. He noted that although the transient slips are not experiencing significant overnight use, they are very actively used throughout the day.

10. **MS4 Compliance Audit** – On September 15th, representatives from the Department of Environmental Protection will be visiting Kittery to review our activities relative to our MS4 permit. Jessa Kellogg and Kristie Rabasca (from Integrated Environmental) will be guiding our visitors through our efforts. For your information, I have attached a Fact Sheet concerning our permit activities, and will post a copy of our annual MS4 report on my web page as soon as it is finalized.
11. **Assistant Planner Hired** – We have offered the position of Assistant Planner to Rebecca Spitko, and she has accepted. She will start work here during the first week in October. Ms. Spitko has a master's degree in Community Planning and Development from the University of Southern Maine, dual Bachelor degrees in Psychology and Social Work from Syracuse, and an Associate's degree in Accounting.
12. **Bike Maine** – As you are aware, we are hosting Bike Maine at Fort Foster on Saturday, September 12th, and welcoming them upon their return on the following Saturday, September 19th. I will speak on behalf of the Town at an evening event on Saturday night. I'd like to thank, in advance, the Community Center/Recreation staff for all their work in preparing for this event.
13. **Brownfields Conference & Wood Island** – I had a productive time at the Brownfields conference as I met with our consultant (Ransom Environmental), and our partners at EPA Region 1 and DEP to discuss the Wood Island project. We are currently working to prepare a Request for Qualifications (RFQ), and to invite interested bidders to view the property before the weather prohibits travel to the island. We are working with WILSSA to ensure that the pool of potential bidders can perform both the cleanup and the restoration work.
- In addition, I've met with Sam Reid to discuss how we can progress towards development of concession agreement that will work for both WILSSA and the Town. I have contacted the University of New Hampshire for suggestions of capable interns who may be willing to assist me in this work – and intend to follow up with them.
14. **Comprehensive Plan Update** – We received 7 proposals in response to our Request for Proposals and the Comprehensive Plan Committee has selected 3 firms to interview. We expect a selection to be made by the end of the month.
15. **Seaside 4-Miler and Granite State Wheelmen Seacoast Century** – These two annual events will take place on September 20th, and September 26 & 27th respectively.
16. **International City/County Management Association (ICMA) Conference** – I will be attending the ICMA conference in Seattle the last week of September.

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 written in a cursive, flowing style with a long, sweeping underline that extends to the left.

Nancy Colbert Puff



Kittery Fact Sheet

General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems

About this Fact Sheet: This fact sheet is being provided to help fulfill a requirement of a Clean Water Act Permit to which the Town is subject. The Permit is called the General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (hereafter referred to as the **MS4 General Permit or the Permit**). It was issued by the Maine Department of Environmental Protection, and is effective from July 1, 2013 to June 30, 2018. The MS4 General Permit affects many aspects of the Town's operations.

Why am I receiving this Fact Sheet? One of the requirements of the Permit is that certain staff and elected officials be made aware of the Permit and its requirements. You are receiving this Fact Sheet because some aspect of your job or position with the Town is affected by the MS4 General Permit, therefore, the staff who implement the Permit believe that you should be made aware of the Permit. This fact sheet provides you with an overview of the Permit requirements and identifies how the requirements affect the various staff, elected and appointed officials.

What should I do with the information? Read through this Fact Sheet to gain an understanding of which elements might apply to your position with the Town. The Permit requires that we assess your awareness of the Permit periodically. As such, you will receive a request to complete a survey annually as long as you hold your position in the Town so that we can assess your awareness of the elements of the permit that apply to your position. You should expect to receive a request to complete the survey 3-6 months after receiving this Fact Sheet.

General Information you need to know about the MS4 General Permit: The Permit applies to the "Urbanized Area" of the Town, and is designed to reduce the discharge of pollutants from the Town's regulated, separated storm drain system, to protect water quality, and satisfy appropriate requirements of the Clean Water Act. The attached figure shows the Urbanized Area for the Town of Kittery. The attached brochure titled, "Follow the Flow", shows how stormwater can become polluted and flow untreated into the storm drain system, which discharges directly into the waters of the Town.

The Permit requires that the Town staff complete many different tasks. The following is a listing of a few of them:

- Prepare a Five Year Stormwater Program Management Plan describing how the Town will implement the Permit from 2013 to 2018 (available on the Town Website in the Town Documents section)
- Educate the public about stormwater issues to raise their awareness. The Town teams with four other communities in York County, in a group called, York County MS4s, and with other communities in the state (using the www.thinkbluemaine.org website) to implement many of the public education programs more cost effectively than if the Town had to implement them alone.

- Encourage the public to change their behaviors so that they are more protective of stormwater. For this element, the Town works with the York County MS4s to focus on more sustainable YardScaping behaviors (see www.YardScaping.org for more information) .
- Involve the public in stormwater protection efforts by conducting programs such as stream clean ups, storm drain stenciling, or attendance at workshops.
- Prepare and maintain a map of the storm drain system and use it to conduct inspections of catch basins, outfalls, and ditches to evaluate them for signs of illicit discharges (Illicit discharges are things that do NOT belong in the storm drain system, like sewage, litter, pet waste or oil). The inspections are also used to identify needed maintenance issues. Your storm drain system map can be accessed from the Town Website Homepage by clicking the “GIS Maps” link.
- Whenever illicit discharges are identified, correct them. An Ordinance ([16.9.7 Non-Stormwater Discharge Ordinance of the Land Use and Development Code](#)) has been prepared for the town which allows the [code enforcement officers](#) to issue a notice of violation if necessary to help correct an illicit discharge.
- Conduct inspections at constructions sites for sediment and erosion control issues whenever the site disturbs more than one acre of land
- Require inspections at sites that are already constructed to ensure stormwater structures such as detention ponds, catch basins, biofilters or drainage swales are being properly maintained by private parties. A Post Construction ordinance has been passed to assist planning staff in informing the public about this requirement, and to allow The Code Enforcement Officers to assist in enforcing the requirement. ([16.8.8.2 Post Construction Stormwater Management of the Land Use and Development Code](#))
- Perform street sweeping, catch basin cleaning, and maintenance of the storm drain system.
- Implement good practices at all municipal operations where stormwater can become polluted (transfer stations and public works garages require full Stormwater Pollution Prevention Plans to be prepared and implemented, other municipal operations such as fire and police stations have a listing of good practices to follow)
- Train municipal employees in good stormwater practices.
- Prepare annual reports documenting all this information, and provide it to the Maine DEP annually.

What specifically do I need to know for my position?

Town Councils/Selectmen/Town Managers/Budget Committee Members: Understand for budgeting and staffing purposes that the Town is subject to the MS4 General Permit, which is a Clean Water Act Permit enforced by the Maine Department of Environmental Protection.

Planning Boards: Understand that some of the MS4 General Permit requires two ordinances be enforced by the Town (Non-Stormwater Discharge Ordinance, Post-Construction Ordinance). These ordinances cannot be altered without potentially causing a permit violation.

Shellfish and Conservation Commissions/Sewer Committee/Community Development Committee: Understand that the Town is subject to the MS4 General Permit, which is designed to reduce the discharge of pollutants from its regulated storm drain system, and to protect water quality.

Code Enforcement and Planning Departments: Understand that CEO's Role is to assist in enforcing against illicit discharges, and sediment/erosion control issues. Understand that Planning Department Role is to track construction and Post Construction sites in the Urbanized Area that disturb greater than 1 acre of land, and inform applicants of Ordinance requirements, and help code enforcement officers keep track of where inspections and certifications are needed.

Where to go for more information: The following people are primarily responsible for implementing the MS4 General Permit in your town, and can be contacted for more information:

Jessa Kellogg – Shoreland Zoning Officer and Stormwater Coordinator

Nancy Colbert Puff – Town Manager

Attachments:

Urbanized Area Map

Follow the Flow flyer

**TOWN COUNCIL MEETING
COUNCIL CHAMBERS**

**UNAPPROVED
AUGUST 24, 2015**

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1. Call to Order

Chairperson Thomson called the meeting to order at 7:01 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 Chairperson Jeffrey Thomson, Vice Chairperson Russell White, Councilors Frank Dennett, Charles Denault, Jeffrey Pelletier, Judy Spiller and Kenneth Lemont.

5. Agenda Amendment and Adoption – None.

6. Town Manager’s Report

Town Manager Puff presented an update on the sewer project. She noted that the reclaiming and paving process will begin on August 31st, weather permitting, on Martin Road. It should take about two days to grind and shape the road and the grading and base paving should be completed by the end of September. After Martin Road is completed, Manson Road will be done next in the same fashion. All remaining roads will be trench paved with 2.5 inches of base pavement brought to the road grade for the winter. Final paving will occur in the spring. She added that access will be available around the work areas as needed and the crews are continuing cleanup operations. Throughout September, lawns will be loamed, graded, seeded and mulched. Curbing and sidewalks will also be repaired or replaced as needed, as will mail boxes and light poles. They will be looking at bushes and trees to determine damage from the construction process.

Town Manager Puff commented that Maine DOT will be conducting final paving operations on Rogers Road on the evening of Thursday, August 19th. She added that they are wrapping up the development of the Athletic Fields Master Plan and hope to present it to Council in the near future. The 2015 round of Land and Water Conservation Fund grants is this fall and they hope to be able to apply.

41 Town Manager Puff stated that the Brownfields conference is in Chicago next week. This
42 is part of the Wood Island Project. All of her time spent at the conference is covered in the grant.
43 Additionally, staff time will be matched in kind to the project. Town Manager Puff added that
44 they had received Kittery's annual letter from the MMA that attributes Kittery's good experience
45 and worker's compensation experience. As a result, they received an \$8,871 refund check. She
46 noted that she and the Finance Director are working on the bond issue and they are going out and
47 selling bonds as of September 1st. They had their ratings call today and Kittery has an AA+
48 rating which is an excellent place to be for the size of the Town.

49
50 Town Manager Puff commented on the timing of the lights on the Sarah Long Bridge and
51 the new intersection. She noted that the lights are not currently coordinated with the intersection
52 and the bridge. Additionally, when the bridge is lifting, there are long traffic backups. She added
53 that hopefully when the bridge is done, the lights will be timed better and the bridge will be
54 higher so it will lift less often. She is planning on asking the State to improve the timing.

55
56 Town Manager Puff noted Kittery is the host community for the ship Annapolis. Lee
57 Perkins is leading the Town's effort to host the boat and they are holding a cookout on August
58 25th for the crew and their families at Fort Foster.

- 59
60 7. Acceptance of previous minutes – 8/10/2015
61
62 The minutes of 8/10/2015 were accepted as amended.
63
64 8. Interviews for the Board of Appeals and Planning Board – None.
65
66 9. All items involving the town attorney, town engineers, town employees or other town
67 consultants or requested officials
68

69 Chairperson Thomson announced that there are a total of 405 Fire Departments in the
70 State of Maine and only 24 of those departments have certified fire chiefs. Of those 24
71 departments, only 8 (or 2%) have a Level 3 certification. Kittery Fire Chief David O'Brien
72 achieved Level 3 certification last month. Chairperson Thomson congratulated Chief O'Brien
73 and presented him with an award.

74
75 (080215-1) The Kittery Town Council moves to authorize an alternative procurement
76 method in accordance with Title 3 Section 3.2.7 of the Kittery Town Code to award a contract to
77 Dayton Sand and Gravel for road paving.
78

79 Norm Albert, Director of Public Works, approached the podium to give a short
80 presentation and answer questions from the Council. He stated that he did not like the

81 performance of the previous company so he switched to Dayton S&G and has been with them for
82 seven years. He has received a price and estimate to start and plans on moving forward. He noted
83 that if we choose to do the bid route, they would not be able to start paving this year. He
84 contacted other Towns to see who they use for the service and reached out to some of their
85 companies. He has received responses from eight companies and five quotes. Chairperson
86 Thomson asked for clarification on the quote list that Mr. Albert provided and asked if Dayton
87 S&G was the cheapest in terms of net cost. Mr. Albert explained the list and confirmed that
88 Dayton S&G is the cheapest of the five quotes for net cost. Town Manager Puff commented that
89 Dayton S&G's prices are good and they come in lower on a per ton basis.

90
91 Councilor Pelletier noted that a quote is not a bid, it's an estimate and the bid price could
92 be higher or lower than the quote once they look at the actual roads. Councilor Dennett asked
93 what the scope of the work is and Town Manager Puff responded that the list of work was shown
94 in the workshop. Councilor Dennett then asked if it would eat up the bond and if they were at the
95 mercy of the contractor to properly account for the project. Mr. Albert replied that it would not
96 eat up the bond and that someone from the Town would be at the site checking slips. Councilor
97 Dennett noted that they would need to produce a bond and Mr. Albert informed him that Dayton
98 S&G would do that at their expense.

99
100 Councilor Dennett asked if a contract was in place yet and Town Manager Puff
101 commented that they would use a standard Town of Kittery contract as a base. Councilor Dennett
102 commented that the asphalt paving price is based on the price of oil products. Mr. Albert
103 responded that the bid is good until 2016. Councilor Denault asked when Mr. Albert received the
104 quotes and he responded that he sent out a request last Monday and received the last response on
105 Friday. Councilor Denault added that oil prices do have an impact on the total cost. Mr. Albert
106 commented that they are currently buying hot top at twice the price of what Dayton could buy
107 and it and lay it down for.

108
109 **CHAIRPERSON THOMSON MOVED TO AUTHORIZE AN ALTERNATIVE**
110 **PROCUREMENT METHOD IN ACCORDANCE WITH TITLE 3 SECTION 3.2.7 OF**
111 **THE KITTERY TOWN CODE TO AWARD A CONTRACT TO DAYTON SAND AND**
112 **GRAVEL FOR ROAD PAVING. COUNCILOR SPILLER SECONDED THE MOTION.**

113
114 Councilor Dennett commented that he would vote in favor of the motion this time but
115 next time they should not wait until the last minute and have the process done correctly.

116
117 **A ROLL CALL WAS TAKEN WITH ALL IN FAVOR. MOTION PASSED 7-0.**

118
119
120

121 10. PUBLIC HEARINGS

122
123 a. (080215-2) The Kittery Town Council moves to hold a public hearing and hereby
124 ordains an ordinance to authorize Town Council to issue bonds not to exceed \$275,000 to help
125 the Kittery Land Trust to finance the Brave Boat Harbor Headwaters Preserve. Subject to
126 approval at a town referendum Election to be held on November 3, 2015.

127
128 Chairperson Thomson opened the public hearing.

129
130 Christine Bennett, Executive Director of the Kittery Land Trust, approached the podium
131 to discuss the project. She noted that there are seven parcels of land and five landowners. The
132 preserve promises to be one of the most fully accessible public reserves. She commented that the
133 area is remote, has a unique geology and ecology, and is home to rare and endangered species.
134 The site would be accessible to all ages and abilities (including handicap) and would link the
135 Rachel Carson preserve to the Norton preserve. She added that this would be a great opportunity
136 for the Kittery schools to encourage outdoor learning opportunities. There would also be other
137 passive recreation on the site and other land uses such as hunting and forestry.

138
139 Craig Wilson of Charles Hill Road approached the podium to express his support for the
140 project. Mr. Wilson has been on the Kittery Open Space Advisory Committee for about 10 years.
141 He commented on the iconic view of Brave Boat Harbor on the property and noted his support of
142 the idea of protecting that view for the future. He noted that York spent \$280,000 to preserve
143 their iconic views. He added that this project will protect 150 acres.

144
145 Blayne Matty of Charles Hill Road approached the podium to express her support for the
146 project. Ms. Matty is a teacher in the Kittery Public Schools and a member of the PTA. She
147 commented on a time when the school lent snowshoeing equipment for kids to use on the land
148 when they would otherwise not have the chance to do so. She wants kids to learn and be
149 connected to the land in meaningful ways.

150
151 Jennifer Thayer of Martin road approached the podium in support of the project. Ms.
152 Thayer worked at Shapleigh Middle School and believes that hands on learning is very engaging.
153 She believes that the Town would benefit from the use of the property and possibility of an
154 outdoor classroom. She commented that outdoor learning bolsters grades. She supports the
155 preservation of the land for the benefit of the children.

156
157 Bill Paarlberg of Bartlett Road and a long time member of the Kittery Land Trust
158 approached the podium and stated that it is not clear whether or not it is the Town's
159 responsibility to get behind the project but he thinks that they should. He gave an example of

160 how Hampton has changed as a town since he grew up there and encouraged the Council to
161 consider this their job and put the bond out to the public.

162
163 Suzanne Johnson of Cromwell Street came to the podium to discuss the aspect of hunting
164 on the property. She commented that it is not a good idea to teach children about killing as a
165 means of control and encouraged the Council to take hunting out of the proposed land activities.

166
167 Michael Landgarten of Haley Road approached the podium and commented that he is
168 more often associated with development than the preservation of land but that he is excited about
169 this project. He believes that this is a golden opportunity to enhance the fullness of the
170 experience of Kittery and this is a choice that the voters should make.

171
172 Sandra Rux of Pepperrell Road approached the podium to comment that she would like
173 this to be on the ballot. She commented that, as a historian, she finds it exciting to preserve a
174 historic and archaeological site. She added that this project would preserve the view and provide
175 educational opportunities for children.

176
177 Alex Dearborn of Captain's Way came to the podium in support of the project. Mr.
178 Dearborn is a volunteer of the Kittery Land Trust and sees the project as an opportunity for the
179 Town to raise money to pay for a small portion of the total amount of the cost of the project. He
180 added that the money being asked for is a small portion of the total cost and that it will bring
181 back big dividends, especially because it is in a watershed area that we need to preserve.

182
183 Roger Cole of Brave Boat Harbor Road encouraged the Council to bring this before the
184 voters. He commented that the project has significant leverage because when something has
185 merit everyone wants to be a part of it. Mr. Cole added that the Federal Government is offering
186 \$400,000 towards the project and experts agree that this project is worth putting money towards.
187 He commented that the project is leveraging private funding as well. The project started out at 60
188 acres and has more than doubled in size. He stated that Kittery cannot not do this and must keep
189 in mind the cost of projects to communities.

190
191 Karen Kalmar of Brave Boat Harbor Road approached the podium to ask if Chairperson
192 Thomson would ask the audience to raise their hands if they are in support of the project.
193 Chairperson Thomson did so and almost the entire audience raised their hands.

194
195 Chairperson Thomson closed the public hearing.

196
197 **CHAIRPERSON THOMSON MOVED TO AUTHORIZE THE TOWN COUNCIL TO**
198 **ISSUE BONDS NOT TO EXCEED \$275,000 TO HELP THE KITTERY LAND TRUST**
199 **TO FINANCE THE BRAVE BOAT HARBOR HEADWATERS PRESERVE. SUBJECT**

200 **TO APPROVAL AT A TOWN REFERENDUM ELECTION TO BE HELD ON**
201 **NOVEMBER 3, 2015. COUNCILOR SPILLER SECONDED THE MOTION.**

202
203 Councilor Denault asked Ms. Bennett if the proposed use of the property would be
204 subject to change. Ms. Bennett asked if he had one specific use in mind and Councilor Denault
205 commented that one of his constituents was concerned about hunting being restricted in the
206 future. Ms. Bennett responded that this is intended to be a multiple use property and hunting is
207 one of those uses. There will be clear signage and the rules will be similar to all other preserves
208 in accordance with local laws. Councilor Denault asked about the use of snowmobiles as well.
209 Ms. Bennett stated that since they are receiving support from a state-run bond, the property must
210 be open for all recreational use. She added that they cannot deny hunting. Councilor Denault
211 read the wording of the bond aloud and commented that the intent is spelled out in the bond. He
212 then stated that Rachel Carson allows hunting so this should be no different.

213
214 Councilor Denault asked to clarify Mr. Cole's comments about the project receiving
215 \$400,000 in funding. Ms. Bennett confirmed that they have actually received over \$1 million.
216 Councilor Denault asked what would happen if the federal and state bonds do not come through.
217 Ms. Bennett responded that the federal funds are already in hand and the state funds are currently
218 delayed but that they have \$1.2 million committed in hand which has already been allotted.

219
220 Councilor Lemont commented on his admiration of the Kittery Land Trust and asked if
221 the project would happen without the bond in question. Ms. Bennett responded that partnering
222 with the Town will bring them toward completion of the project and helps give them leverage for
223 additional funds. Councilor Lemont asked if they had applied for Maine's futures and Ms.
224 Bennett responded that they had and that they were ranked the #1 regional project state-wide.

225
226 Councilor Dennett commented that voters will decide on the bond but not all the
227 taxpayers will because they do not all vote. He added that he would not be voting in favor of this
228 motion and that his opposition is a matter of money. He stated that the cost of the principle and
229 interest is around \$375,000 and the Town already has an outstanding bond for Russell Wood
230 Farms which they have only paid \$4,000 of interest towards. He commented that this will only
231 stop when people stop asking and people will continue to ask as long as it is given to them. He is
232 in favor of transferring the money because it is already in hand but objects to putting the
233 taxpayers on the hook for the next 20 years. Councilor Lemont asked for clarification on the
234 \$75,000 transfer.

235
236 **A ROLL CALL WAS TAKEN. MOTION PASSED 6-1 WITH COUNCILOR DENNETT**
237 **IN OPPOSITION.**

238

239 b. (080215-3) The Kittery Town Council moves to hold a public hearing in
240 accordance with Section 6.09 (4) of the Kittery Town Charter and hereby ordains to transfer
241 appropriations between accounts and carry forward requests.

242

243 Chairperson Thomson opened public hearing and hearing none closed it.

244

245 **CHAIRPERSON THOMSON MOVED TO APPROVE THE TRANSFER OF THE**
246 **GENERAL FUNDS IN THE TOTAL AMOUNT OF \$144,250.00. COUNCILOR**
247 **PELLETIER SECONDED THE MOTION.**

248

249 Councilor Denault asked about the relevance of the transfer and Chairperson Thomson
250 responded that at the end of the fiscal year they need to balance accounts. Some things come in
251 over budget so they need to move the money. Councilor Denault asked if they were staying on
252 top of the issue of burned out streetlights and Town Manager Puff said that she would get a
253 report.

254

255 **A ROLL CALL WAS TAKEN WITH ALL IN FAVOR. MOTION PASSED 7-0.**

256

257 **CHAIRPERSON THOMSON MOVED TO APPROVE OTHER FUNDS TRANSFERS**
258 **TO CLOSE OUT ACCOUNTS IN THE TOTAL AMOUNT OF \$3,562.61. VICE**
259 **CHAIRPERSON WHITE SECONDED THE MOTION.**

260

261 **A ROLL CALL WAS TAKEN WITH ALL IN FAVOR. MOTION PASSED 7-0.**

262

263 **CHAIRPERSON THOMSON MOVED TO APPROVE THE INTER-FUNDS**
264 **TRANSFERS IN THE TOTAL AMOUNT OF \$45,721.00. COUNCILOR PELLETIER**
265 **SECONDED THE MOTION.**

266

267 **A ROLL CALL WAS TAKEN WITH ALL IN FAVOR. MOTION PASSED 7-0.**

268

269 **CHAIRPERSON THOMSON MOVED TO APPROVE THE OTHER FUNDS**
270 **TRANSFER TO CLOSE OUT ACCOUNTS IN THE TOTAL AMOUNT OF \$3,910.07.**
271 **COUNCILOR PELLETIER SECONDED THE MOTION.**

272

273 **A ROLL CALL WAS TAKEN WITH ALL IN FAVOR. MOTION PASSED 7-0.**

274

275 **CHAIRPERSON THOMSON MOVED TO APPROVE THE CARRY FORWARDS IN**
276 **THE TOTAL AMOUNT OF \$1,730.00. COUNCILOR PELLETIER SECONDED THE**
277 **MOTION.**

278

279 Councilor Denault asked the Town Manager how many unsettled union contracts
280 remained and how long the negotiations had been going on. Town Manager Puff responded that
281 there are two units outstanding and the negotiations started in January 2014.

282

283 **A ROLL CALL WAS TAKEN WITH ALL IN FAVOR. MOTION PASSED 7-0.**

284

285 11. DISCUSSION

286

287 a. Discussion by members of the public

288

289 Suzanne Johnson approached the podium to ask whether her letter of concern regarding
290 the Rice Public Library was received by the Library Committee members and to discuss the
291 plans for the Hampton Inn Hotel on Route 1. She commented that the poison used by the hotel
292 kills or severely injures birds. She has information on non-lethal alternatives to the poison. She
293 added that she would like the hotel to pay for trash removal for the citizens of Kittery. She then
294 commented that travelers often bring pets with them and the mall outlet area is not a place to
295 relieve your pet or companion animal.

296

297 George Dow approached the podium to reinforce the open space committee. He
298 commented that the Town turns to the Kittery Land Trust to preserve open spaces and it is time
299 that the community start funding those projects ourselves. He stated that the Town's good bond
300 rate keeps interest low but that we are better served putting monies into CIP and starting to look
301 at getting funding other than in bonds. He suggested that we fund CIP so we can incorporate
302 costs and not go out to bond.

303

304 c. Chairperson's response to public comments

305

306 Chairperson Thomson informed Ms. Johnson that they had received her letter and that
307 she should have received a response from the Director of the Library. He added that the work of
308 the Library Committee is not within the scope of her letter. Ms. Johnson responded that it would
309 not harm the Committee to read her letter. Town Manager Puff commented that she had
310 forwarded the letter to Lee Perkins who responded to it.

311

312 12. UNFINISHED BUSINESS – None.

313

314 13. NEW BUSINESS

315

316 a. Donations/gifts received for Council disposition – None.

317

318 b. (080215-4) The Kittery Town Council moves to approve the disbursement
319 warrants.

320
321 **CHAIRPERSON THOMSON MOVED TO APPROVE THE DISBURSEMENT**
322 **WARRANTS IN THE TOTAL AMOUNT OF \$457,587.78. COUNCILOR SPILLER**
323 **SECONDED THE MOTION.**

324
325 **A VOICE CALL WAS TAKEN WITH ALL IN FAVOR. MOTION PASSED 7-0.**

326
327 c. (080215-5) The Kittery Town Council moves to approve a renewal application
328 from Delta Amusement Inc., 182 State Road, Kittery, for a Malt, Spirituous and Vinous Liquor
329 License for the Navy Yard Bar & Billiard, 182 State Road.

330
331 **COUNCILOR SPILLER MOVED TO APPROVE THE RENEWAL**
332 **APPLICATION FROM DELTA AMUSEMENT INC., 182 STATE ROAD, KITTEY,**
333 **FOR A MALT, SPIRITUOUS AND VINOUS LIQUOR LICENSE FOR THE NAVY**
334 **YARD & BILLIARD, 182 STATE ROAD.**

335
336 **A ROLL CALL WAS TAKEN WITH ALL IN FAVOR. MOTION PASSED 7-0.**

337
338 d. (080215-6) The Kittery Town Council moves to approve a renewal application
339 from The Cajun Lobster LLC, 90 Pepperrell Road, Kittery Point, for a Malt, Spirituous and
340 Vinous Liquor License for The Cajun Lobster, 90 Pepperrell Road.

341
342 **COUNCILOR PELLETIER MOVED TO APROVE A RENEWAL**
343 **APPLICATION FROM THE CAJUN LOBSTER LLC, 90 PEPPERRELL ROAD,**
344 **KITTEY POINT, FOR A MALT, SPIRITUOUS AND VINOUS LIQUOR LICENSE**
345 **FOR THE CAJUN LOBSTER, 90 PEPPERRELL ROAD. COUNCILOR SPILLER**
346 **SECONDED THE MOTION.**

347
348 Councilor Lemont asked when their licenses expires. Town Clerk Maryann Place
349 responded that they currently have a temporary license from the State while they are waiting for
350 their license to be renewed locally.

351
352 **A ROLL CALL WAS TAKEN WITH ALL IN FAVOR. MOTION PASSED 7-0.**

353
354 e. (080215-7) The Kittery Town Council moves to appoint Maryann Place as Acting
355 Town Manager from September 1st through the 3rd during the Town Manager's attendance at
356 the Brownfield Conference.

357

358 **CHAIRPERSON THOMSON MOVED TO APPOINT MARYANN PLACE AS**
359 **ACTING TOWN MANAGER FROM SEPTEMBER 1ST THROUGH THE 3RD DURING**
360 **THE TOWN MANAGER'S ATTENDANCE AT THE BROWNFIELD CONFERENCE.**
361 **COUNCILOR PELLETIER SECONDED THE MOTION.**

362
363 Chairperson Thomson asked Ms. Place if she was assuming these duties on her own free
364 will to which she replied that she is.

365
366 **A VOICE CALL WAS TAKEN WITH ALL IN FAVOR. MOTION PASSED 7-0.**

367
368 f. (080215-8) The Kittery Town Council moves to schedule a public hearing on an
369 amendment to Section 2.14 and 6.06 of the Kittery Town Charter for the November 3, 2015
370 Election.

371
372 Chairperson Thomson commented that these amendments have already been approved at
373 the last election but the results are not valid because of the low turnout.

374
375 **CHAIRPERSON THOMSON MOVED TO SCHEDULE A PUBLIC HEARING**
376 **FOR SEPTEMBER 14, 2015 ON AN AMENDMENT TO SECTION 2.14 AND 6.06 OF**
377 **THE KITTERY TOWN CHARTER FOR THE NOVEMBER 3, 2015 ELECTION.**
378 **COUNCILOR PELLETIER SECONDED THE MOTION.**

379
380 **A VOICE CALL WAS TAKEN WITH ALL IN FAVOR. MOTION PASSED 7-0.**

381
382 g. (080215-9) The Kittery Town Council moves to schedule a public hearing in
383 accordance with Section 6.11 (2) of the Kittery Town Charter, on a multi-year license between
384 the York Water District and the Town of Kittery, for communications equipment to be located on
385 a tower at Mt. Agamenticus.

386
387 **CHAIRPERSON THOMSON MOVED TO SCHEDULE A PUBLIC HEARING**
388 **FOR SEPTEMBER 14, 2015 IN ACCORDANCE WITH SECTION 6.11 (2) OF THE**
389 **KITTERY TOWN CHARTER, ON A MULTI-YEAR LICENSE BETWEEN THE YORK**
390 **WATER DISTRICT AND THE TOWN OF KITTERY, FOR COMMUNICATIONS**
391 **EQUIPMENT TO BE LOCATED ON A TOWER AT MT. AGAMENTICUS.**
392 **COUNCILOR PELLETIER SECONDED THE MOTION.**

393
394 Councilor Dennett commented that this is a complex issue and the report must be
395 accurate and complete.

396
397 **A VOICE CALL WAS TAKEN WITH ALL IN FAVOR. MOTION PASSED 7-0.**

398
399 h. (080215-10) The Kittery Town Council moves to allocate \$75,000 from the Open
400 Space Reserve Fund to the Kittery Land Trust which shall be matched by at least \$1,200,000 in
401 Federal and State funds and other contributions, for the purpose of partially funding the creation
402 of the Brave Boat Headwaters Preserve.

403
404 Chairperson Thomson commented that there is approximately \$83,500 in the account
405 which has already been appropriated.

406
407 **COUNCILOR SPILLER MOVED TO ALLOCATE \$75,000 FROM THE OPEN**
408 **SPACE RESERVE FUND TO THE KITTELY LAND TRUST WHICH SHALL BE**
409 **MATCHED BY AT LEAST \$1,200,000 IN FEDERAL AND STATE FUNDS AND OTHER**
410 **CONTRIBUTIONS, FOR THE PURPOSE OF PARTIALLY FUNDING THE**
411 **CREATION OF THE BRAVE BOAT HEADWATERS PRESERVE. VICE**
412 **CHAIRPERSON WHITE SECONDED THE MOTION.**

413
414 Councilor Lemont asked why they were not giving all \$83,500 that is in the account to
415 the Kittery Land Trust. Town Manager Puff responded that they only asked for \$75,000.

416
417 **A ROLL CALL WAS TAKEN WITH ALL IN FAVOR. MOTION PASSED 7-0.**

418
419 14. COUNCILOR ISSUES OR COMMENT

420
421 Councilor Denault commented that he received a complaint of a sign on Government
422 Street that is blocking the view of the road. The complaint was made to the Code Enforcement
423 Officer and nothing has been done about it. He also noted that he received a call from a
424 concerned citizen about traffic on Wyman Avenue which is being addressed by the Town
425 Manager. He then commented on Mr. Dow's plans and ideas during his time on the Council and
426 asked why they were never enacted. Councilor Denault requested an update on the Fire
427 Department insurance and the grass from Gillette Stadium. He added that Mark Gerrish had
428 passed away.

429
430 Councilor Lemont congratulated Chief O'Brien and noted that he also received
431 complaints about people driving both ways during a posted one-way only time frame on Wyman
432 Avenue. He thanked Chairperson Thomson for scheduling a workshop with the Port Authority
433 on September 21st to discuss who the Harbormaster answers to. Councilor Spiller commented
434 that for the Port Authority workshop she would like a report on the use and revenue from the
435 transient pier. She thanked the Land Trust for their work on the Brave Boat Harbor project. Vice
436 Chairperson White thanked the Open Space Committee for their work

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15. COMMITTEE AND OTHER REPORTS

a. Communications from the Chairperson

Chairperson Thomson confirmed the workshop on September 21st at 6:00 p.m. and noted that Portsmouth City Hall held a meeting last Friday regarding the discussion of a possible high speed passenger ferry between Portsmouth and Provincetown. He noted that both communities have fall film festivals and this would help people get to the cape without sitting in traffic. Chairperson Thomson added that they were working on a summit meeting scheduled for November 4th at the Star Theater in the KCC involving the J-1 visa program. He noted that Kittery has close to 200 students here working on J-1 work or travel visas and the number will continue to rise with the new hotel. One of the issues is housing for the students.

b. Committee Reports – None

16. EXECUTIVE SESSION – None.

17. ADJOURNMENT

COUNCILOR PELLETIER MOVED TO ADJOURN, SECONDED BY CHAIRPERSON THOMSON WITH ALL IN FAVOR. MEETING ADJOURNED AT 8:41 P.M.

2015 MUNICIPAL TAX RATE CALCULATION STANDARD FORM

1.	Total taxable Valuation of real estate	1	<input type="text" value="\$1,387,684,847"/>	
2.	Total taxable valuation of personal property	2	<input type="text" value="\$34,750,400"/>	
3.	Total taxable valuation of real estate and personal property (line 1 plus line 2)	3	<input type="text" value="\$1,422,435,247"/>	
4. (a)	Total exempt value for all homestead exemptions granted	4(a)	<input type="text" value="\$14,841,300"/>	
4. (b)	Homestead exemption reimbursement value	4(b)	<input type="text" value="\$7,420,650"/>	
5. (a)	Total exempt value of all BETE qualified property		<input type="text" value="\$608,800"/>	
5. (b)	The statutory standard reimbursement for 2015 is 50%		<input type="text" value="\$304,400"/>	
6.	Total Valuation Base (line 3 plus line 4(b) plus line 5(b))	6	<input type="text" value="\$1,430,160,297"/>	

ASSESSMENTS

7.	County Tax	7	<input type="text" value="\$912,386"/>	
8.	Municipal Appropriation	8	<input type="text" value="\$11,288,023"/>	
9.	Tif Financing Plan Amount	9	<input type="text" value="\$57,710"/>	
10.	Local Education Appropriation (Local Share/Contribution)	10	<input type="text" value="\$15,461,359"/>	
11.	Total Assessments (add lines 7 through 10)	11	<input type="text" value="\$27,719,478"/>	

ALLOWABLE DEDUCTIONS

12.	State Municipal Revenue Sharing	12	<input type="text" value="\$378,030"/>	
13.	Other Revenues: (All other revenues that have been formally appropriated to be used to reduce the commitment such as excise tax revenue, tree growth reimbursement, trust fund or bank interest income, appropriated surplus revenue, etc... (Do Not Included any Homestead or BETE Reimbursement))	13	<input type="text" value="\$5,062,393"/>	
14.	Total Deductions (Line 12 plus Line 13)	14	<input type="text" value="\$5,440,423"/>	
15.	Net to be raised by local property tax rate (Line 11 minus line 14).....	15	<input type="text" value="\$22,279,055"/>	

16.	<input type="text" value="\$22,279,055"/> (Amount from line 15)	X	<input type="text" value="1.05"/> (Amount from line 6)	=	<input type="text" value="\$23,393,008"/>	Maximum Allowable Tax
17.	<input type="text" value="\$22,279,055"/> (Amount from line 15)	/	<input type="text" value="\$1,430,160,297"/> (Amount from line 6)	=	<input type="text" value="0.015578"/>	Minimum Tax Rate
18.	<input type="text" value="\$23,393,008"/> (Amount from line 16)	/	<input type="text" value="\$1,430,160,297"/> (Amount from line 6)	=	<input type="text" value="0.016357"/>	Maximum Tax Rate
19.	<input type="text" value="\$1,422,435,247"/> (Amount from line 3)	X	<input type="text" value="0.01567"/> (Selected Rate)	=	<input type="text" value="\$22,289,560"/>	Tax for Commitment
20.	<input type="text" value="\$22,279,055"/> (Amount from line 15)	X	<input type="text" value="0.05"/>	=	<input type="text" value="\$1,113,953"/>	Maximum Overlay
21.	<input type="text" value="\$7,420,650"/> (Amount from line 4b)	X	<input type="text" value="0.01567"/> (Selected Rate)	=	<input type="text" value="\$116,282"/>	Homestead Reimbursement
22.	<input type="text" value="\$304,400"/> (Amount from line 5b)	X	<input type="text" value="0.01567"/> (Selected Rate)	=	<input type="text" value="\$4,770"/>	BETE Reimbursement
23.	<input type="text" value="\$22,410,612"/> (Line 19 plus lines 21 and 22)	-	<input type="text" value="\$22,279,055"/> (Amount from line 15)	=	<input type="text" value="\$131,557"/>	Overlay

(If line 23 exceeds line 2 select a lower tax rate)

2015 MUNICIPAL TAX RATE CALCULATION STANDARD FORM

1.	Total taxable Valuation of real estate	1	<input type="text" value="\$1,387,684,847"/>
2.	Total taxable valuation of personal property	2	<input type="text" value="\$34,750,400"/>
3.	Total taxable valuation of real estate and personal property (line 1 plus line 2)	3	<input type="text" value="\$1,422,435,247"/>
4. (a)	Total exempt value for all homestead exemptions granted	4(a)	<input type="text" value="\$14,841,300"/>
4. (b)	Homestead exemption reimbursement value	4(b)	<input type="text" value="\$7,420,650"/>
5. (a)	Total exempt value of all BETE qualified property		<input type="text" value="\$608,800"/>
5. (b)	The statutory standard reimbursement for 2015 is 50%		<input type="text" value="\$304,400"/>
6.	Total Valuation Base (line 3 plus line 4(b) plus line 5(b))	6	<input type="text" value="\$1,430,160,297"/>

ASSESSMENTS

7.	County Tax	7	<input type="text" value="\$912,386"/>
8.	Municipal Appropriation	8	<input type="text" value="\$11,288,023"/>
9.	Tif Financing Plan Amount	9	<input type="text" value="\$57,710"/>
10.	Local Education Appropriation (Local Share/Contribution)	10	<input type="text" value="\$15,461,359"/>
11.	Total Assessments (add lines 7 through 10)	11	<input type="text" value="\$27,719,478"/>

ALLOWABLE DEDUCTIONS

12.	State Municipal Revenue Sharing	12	<input type="text" value="\$378,030"/>
13.	Other Revenues: (All other revenues that have been formally appropriated to be used to reduce the commitment such as excise tax revenue, tree growth reimbursement, trust fund or bank interest income, appropriated surplus revenue, etc... (Do Not Included any Homestead or BETE Reimbursement))	13	<input type="text" value="\$5,062,393"/>
14.	Total Deductions (Line 12 plus Line 13)	14	<input type="text" value="\$5,440,423"/>
15.	Net to be raised by local property tax rate (Line 11 minus line 14).....	15	<input type="text" value="\$22,279,055"/>

16.	<input type="text" value="\$22,279,055"/>	X	<input type="text" value="1.05"/>	=	<input type="text" value="\$23,393,008"/>	Maximum Allowable Tax
	(Amount from line 15)		(Amount from line 6)			
17.	<input type="text" value="\$22,279,055"/>	/	<input type="text" value="\$1,430,160,297"/>	=	<input type="text" value="0.015578"/>	Minimum Tax Rate
	(Amount from line 15)		(Amount from line 6)			
18.	<input type="text" value="\$23,393,008"/>	/	<input type="text" value="\$1,430,160,297"/>	=	<input type="text" value="0.016357"/>	Maximum Tax Rate
	(Amount from line 16)		(Amount from line 6)			
19.	<input type="text" value="\$1,422,435,247"/>	X	<input type="text" value="0.01568"/>	=	<input type="text" value="\$22,303,785"/>	Tax for Commitment
	(Amount from line 3)		(Selected Rate)			
20.	<input type="text" value="\$22,279,055"/>	X	<input type="text" value="0.05"/>	=	<input type="text" value="\$1,113,953"/>	Maximum Overlay
	(Amount from line 15)					
21.	<input type="text" value="\$7,420,650"/>	X	<input type="text" value="0.01568"/>	=	<input type="text" value="\$116,356"/>	Homestead Reimbursement
	(Amount from line 4b)		(Selected Rate)			
22.	<input type="text" value="\$304,400"/>	X	<input type="text" value="0.01568"/>	=	<input type="text" value="\$4,773"/>	BETE Reimbursement
	(Amount from line 5b)		(Selected Rate)			
23.	<input type="text" value="\$22,424,913"/>	-	<input type="text" value="\$22,279,055"/>	=	<input type="text" value="\$145,858"/>	Overlay
	(Line 19 plus lines 21 and 22)		(Amount from line 15)			

(If line 23 exceeds line 2 select a lower tax rate)

2015 MUNICIPAL TAX RATE CALCULATION STANDARD FORM

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2.	Total taxable valuation of personal property	2	<input type="text" value="\$34,750,400"/>
3.	Total taxable valuation of real estate and personal property (line 1 plus line 2)	3	<input type="text" value="\$1,422,435,247"/>
4. (a)	Total exempt value for all homestead exemptions granted	4(a)	<input type="text" value="\$14,841,300"/>
4. (b)	Homestead exemption reimbursement value	4(b)	<input type="text" value="\$7,420,650"/>
5. (a)	Total exempt value of all BETE qualified property		<input type="text" value="\$608,800"/>
5. (b)	The statutory standard reimbursement for 2015 is 50%		<input type="text" value="\$304,400"/>
6.	Total Valuation Base (line 3 plus line 4(b) plus line 5(b))	6	<input type="text" value="\$1,430,160,297"/>

ASSESSMENTS

7.	County Tax	7	<input type="text" value="\$912,386"/>
8.	Municipal Appropriation	8	<input type="text" value="\$11,288,023"/>
9.	Tif Financing Plan Amount	9	<input type="text" value="\$57,710"/>
10.	Local Education Appropriation (Local Share/Contribution)	10	<input type="text" value="\$15,461,359"/>
11.	Total Assessments (add lines 7 through 10)	11	<input type="text" value="\$27,719,478"/>

ALLOWABLE DEDUCTIONS

12.	State Municipal Revenue Sharing	12	<input type="text" value="\$378,030"/>
13.	Other Revenues: (All other revenues that have been formally appropriated to be used to reduce the commitment such as excise tax revenue, tree growth reimbursement, trust fund or bank interest income, appropriated surplus revenue, etc... (Do Not Included any Homestead or BETE Reimbursement))	13	<input type="text" value="\$5,062,393"/>
14.	Total Deductions (Line 12 plus Line 13)	14	<input type="text" value="\$5,440,423"/>
15.	Net to be raised by local property tax rate (Line 11 minus line 14).....	15	<input type="text" value="\$22,279,055"/>

16.	<input type="text" value="\$22,279,055"/>	X	<input type="text" value="1.05"/>	=	<input type="text" value="\$23,393,008"/>	Maximum Allowable Tax
	(Amount form line 15)		(Amount from line 6)			
17.	<input type="text" value="\$22,279,055"/>	/	<input type="text" value="\$1,430,160,297"/>	=	<input type="text" value="0.015578"/>	Minimum Tax Rate
	(Amount form line 15)		(Amount from line 6)			
18.	<input type="text" value="\$23,393,008"/>	/	<input type="text" value="\$1,430,160,297"/>	=	<input type="text" value="0.016357"/>	Maximum Tax Rate
	(Amount form line 16)		(Amount from line 6)			
19.	<input type="text" value="\$1,422,435,247"/>	X	<input type="text" value="0.01569"/>	=	<input type="text" value="\$22,318,009"/>	Tax for Commitment
	(Amount form line 3)		(Selected Rate)			
20.	<input type="text" value="\$22,279,055"/>	X	<input type="text" value="0.05"/>	=	<input type="text" value="\$1,113,953"/>	Maximum Overlay
	(Amount form line 15)					
21.	<input type="text" value="\$7,420,650"/>	X	<input type="text" value="0.01569"/>	=	<input type="text" value="\$116,430"/>	Homestead Reimbursement
	(Amount form line 4b)		(Selected Rate)			
22.	<input type="text" value="\$304,400"/>	X	<input type="text" value="0.01569"/>	=	<input type="text" value="\$4,776"/>	BETE Reimbursement
	(Amount form line 5b)		(Selected Rate)			
23.	<input type="text" value="\$22,439,215"/>	-	<input type="text" value="\$22,279,055"/>	=	<input type="text" value="\$160,160"/>	Overlay
	(Line 19 plus lines 21 and 22)		(Amount from line 15)			

(If line 23 exceeds line 2 select a lower tax rate)

2015 MUNICIPAL TAX RATE CALCULATION STANDARD FORM

1.	Total taxable Valuation of real estate	1	<input type="text" value="\$1,387,684,847"/>
2.	Total taxable valuation of personal property	2	<input type="text" value="\$34,750,400"/>
3.	Total taxable valuation of real estate and personal property (line 1 plus line 2)	3	<input type="text" value="\$1,422,435,247"/>
4. (a)	Total exempt value for all homestead exemptions granted	4(a)	<input type="text" value="\$14,841,300"/>
4. (b)	Homestead exemption reimbursement value	4(b)	<input type="text" value="\$7,420,650"/>
5. (a)	Total exempt value of all BETE qualified property		<input type="text" value="\$608,800"/>
5. (b)	The statutory standard reimbursement for 2015 is 50%		<input type="text" value="\$304,400"/>
6.	Total Valuation Base (line 3 plus line 4(b) plus line 5(b))	6	<input type="text" value="\$1,430,160,297"/>

ASSESSMENTS

7.	County Tax	7	<input type="text" value="\$912,386"/>
8.	Municipal Appropriation	8	<input type="text" value="\$11,288,023"/>
9.	Tif Financing Plan Amount	9	<input type="text" value="\$57,710"/>
10.	Local Education Appropriation (Local Share/Contribution)	10	<input type="text" value="\$15,461,359"/>
11.	Total Assessments (add lines 7 through 10)	11	<input type="text" value="\$27,719,478"/>

ALLOWABLE DEDUCTIONS

12.	State Municipal Revenue Sharing	12	<input type="text" value="\$378,030"/>
13.	Other Revenues: (All other revenues that have been formally appropriated to be used to reduce the commitment such as excise tax revenue, tree growth reimbursement, trust fund or bank interest income, appropriated surplus revenue, etc... (Do Not Included any Homestead or BETE Reimbursement))	13	<input type="text" value="\$5,062,393"/>
14.	Total Deductions (Line 12 plus Line 13)	14	<input type="text" value="\$5,440,423"/>
15.	Net to be raised by local property tax rate (Line 11 minus line 14).....	15	<input type="text" value="\$22,279,055"/>

16.	<input type="text" value="\$22,279,055"/> x <input type="text" value="1.05"/> = <input type="text" value="\$23,393,008"/> Maximum Allowable Tax <small>(Amount form line 15) (Amount from line 6)</small>
17.	<input type="text" value="\$22,279,055"/> / <input type="text" value="\$1,430,160,297"/> = <input type="text" value="0.015578"/> Minimum Tax Rate <small>(Amount form line 15) (Amount from line 6)</small>
18.	<input type="text" value="\$23,393,008"/> / <input type="text" value="\$1,430,160,297"/> = <input type="text" value="0.016357"/> Maximum Tax Rate <small>(Amount form line 16) (Amount from line 6)</small>
19.	<input type="text" value="\$1,422,435,247"/> x <input type="text" value="0.01570"/> = <input type="text" value="\$22,332,233"/> Tax for Commitment <small>(Amount form line 3) (Selected Rate)</small>
20.	<input type="text" value="\$22,279,055"/> x <input type="text" value="0.05"/> = <input type="text" value="\$1,113,953"/> Maximum Overlay <small>(Amount form line 15)</small>
21.	<input type="text" value="\$7,420,650"/> x <input type="text" value="0.01570"/> = <input type="text" value="\$116,504"/> Homestead Reimbursement <small>(Amount form line 4b) (Selected Rate)</small>
22.	<input type="text" value="\$304,400"/> x <input type="text" value="0.01570"/> = <input type="text" value="\$4,779"/> BETE Reimbursement <small>(Amount form line 5b) (Selected Rate)</small>
23.	<input type="text" value="\$22,453,517"/> - <input type="text" value="\$22,279,055"/> = <input type="text" value="\$174,462"/> Overlay <small>(Line 19 plus lines 21 and 22) (Amount from line 15)</small>

(If line 23 exceeds line 2 select a lower tax rate)



TOWN OF KITTERY
Office of the Town Clerk
P. O. Box 808
Kittery, Maine 03904
207-439-0452 ext. 328

APPLICATION FOR SPECIAL ACTIVITY/AMUSEMENT PERMIT
(Pursuant to 28-A M.R.S.A. Sec. 1054)

Name, address and legal status of individual(s) or entity seeking to hold permit:

DELT AMUSEMENT INC.
182 STATE RD. KITTERY ME. 03904

Name and mailing address of the premises where the special activity/amusement will occur:

NAVY YARD BAR + BILLIARDS
182 STATE RD. KITTERY ME 03904

Mailing address and telephone number of owner of the real estate: M H PARSONS

50 WOOD BRIDGE YORK ME. 03904

Describe the specific portion of the premises where the special activity/amusement will occur:

above 1st lounge AREA

Set forth the specific time periods between which the special activity/amusement will occur:

Wed nite Thurs nite, OCCASIONAL SATURDAY

Describe the specific activity or type of amusement for which the permit is requested:

acoustic music, KARAOKE, D.J. DANCING

Has any individual(s), partner(s), majority shareholder(s) of the business entity, seeking to hold this permit, been convicted of a felony or had any similar type of amusement or activity permit been denied or revoked within the past ten (10) years by any other municipal or state authority, agency or board? Yes No

If so, give the state of conviction for any felony and describe specifically the circumstances of any such denial or revocation giving the state or city and date of such denial or revocation:

see, liquor LIC APPLICATION

Give any additional information to support your request for the permit sought herein:

ENTERTAINMENT CREATED A NICEN
ATMOSPHERE

As part of this application process, the individual or business entity seeking the permit herein acknowledges that the Municipal Officers, pursuant to 28-A M.R.S.A. Subsection 1054(7) may suspend or revoke the permit applied for herein on the grounds that the activity or amusement constitutes a detriment to the public health, safety or welfare, or violates municipal ordinances or regulations.

Give the authority and legal relationship of the applicant signing below to the entity seeking permit:

Joseph Snyder President - owner

NOTE: In granting this permit, the Town relies on the accuracy and truth of the facts represented herein. Any misleading or incorrect information set forth in this application shall be grounds for denial or immediate revocation of the permit issued. By signing this application, the applicant represents the truth of the facts herein stated.

DATE OF APPLICATION: 8-11-15

SIGNATURE OF APPLICANT: Joseph E Snyder

APPLICANT'S NAME: Joseph E Snyder
(please print)

ADDRESS: 3 TOBEY ST HAMPTON NH 05842
(please print)

TELEPHONE NUMBER: 508 334-1259

FEE: \$20.00 per year Must be renewed annually with liquor license.

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



TOWN OF KITTERY
Office of the Town Clerk
P. O. Box 808
Kittery, Maine 03904
207-439-0452 ext. 328

APPLICATION FOR SPECIAL ACTIVITY/AMUSEMENT PERMIT
(Pursuant to 28-A M.R.S.A. Sec. 1054)

Name, address and legal status of individual(s) or entity seeking to hold permit:

The Cajun Lobster, 90 Pepperrell Road,
Kittery Point, ME 03905

Name and mailing address of the premises where the special activity/amusement will occur:

The Cajun Lobster, PO Box 141, Kittery Point, ME 03905

Mailing address and telephone number of owner of the real estate: 88 Pepperrell Rd,
Kittery Point, ME 03905, 207-703-0153

Describe the specific portion of the premises where the special activity/amusement will occur:

Outside Patio or Upstairs Dining Room

Set forth the specific time periods between which the special activity/amusement will occur:

10:00 am - 1:00 am 7 days a week

Describe the specific activity or type of amusement for which the permit is requested:

DJ, Band, Dancing, Games

Has any individual(s), partner(s), majority shareholder(s) of the business entity, seeking to hold this permit, been convicted of a felony or had any similar type of amusement or activity permit been denied or revoked within the past ten (10) years by any other municipal or state authority, agency or board? Yes ___ No

If so, give the state of conviction for any felony and describe specifically the circumstances of any such denial or revocation giving the state or city and date of such denial or revocation:

Give any additional information to support your request for the permit sought herein:

We would like to have permission to provide our guests w/ entertainment while they eat & drink.

As part of this application process, the individual or business entity seeking the permit herein acknowledges that the Municipal Officers, pursuant to 28-A M.R.S.A. Subsection 1054(7) may suspend or revoke the permit applied for herein on the grounds that the activity or amusement constitutes a detriment to the public health, safety or welfare, or violates municipal ordinances or regulations.

Give the authority and legal relationship of the applicant signing below to the entity seeking permit:

Kelly Neel, Owner of The Cajun Lobster

NOTE: In granting this permit, the Town relies on the accuracy and truth of the facts represented herein. Any misleading or incorrect information set forth in this application shall be grounds for denial or immediate revocation of the permit issued. By signing this application, the applicant represents the truth of the facts herein stated.

DATE OF APPLICATION: 8-11-15

SIGNATURE OF APPLICANT: Kelly Neel

APPLICANT'S NAME: Kelly Neel, The Cajun Lobster
(please print)

ADDRESS: 90 Pepperrell, Kittery Point, ME 03905
(please print)

TELEPHONE NUMBER: 207.703.2397

FEE: \$20.00 per year Must be renewed annually with liquor license.

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



TOWN OF KITTERY
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**

Applicant (Sole Proprietor, Corporation, Limited Liability Co.): ISAGEL CAROUSEL LLC
(please print)

Applicant Address: 20 HIGH PASTURE RD, Kittery Pt, ME 03905
(please print)

Applicant's mailing address if different from above: P.O. Box 277 Kittery Pt. 03905

Date of Birth (Sole Proprietor): 9/13/76 Applicant's Telephone Number: 207. 451. 8637

Business Name: ISAGEL CAROUSEL
(please print)

Business Address: 176 STATE RD. Kittery 03904
(please print)

Business Telephone Number: 207 439 5309

Signature of Applicant: [Signature] DATE: 8/19/15

Applicant's Name: MATT SPICOMAN
(please print)

LICENSE FEE: \$ 50

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

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



9/16

TOWN OF KITTERY
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: Morrison's Lobsters LLC
(please print)

Address: 11 Badgers Island West
(please print)

Applicant's mailing address if different from above: _____

Applicant's Date of Birth: 10/30/45 Applicant's Home Telephone Number: 603-781-3691
Cell

Name of Business: Morrison's Lobsters
(please print)

Business Address: 11 Badgers Island West Kittery Me
(please print)

Business Telephone Number: 207-439-2501

SIGNATURE OF APPLICANT: Donna M. McGarry DATE: 8/19/15

APPLICANT'S NAME: DONNA M. MCGARRY
(please print)

LICENSE FEE: \$ 50-

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

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



TOWN OF KITTERY
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: William M. Widi, Lois A. Widi
(please print)

Address: 34 Sandy Hill Ln Eliot, Me 03903
(please print)

Applicant's mailing address if different from above: _____

Applicant's Date of Birth: 2/25/63 ^{Lois} Applicant's Home Telephone Number: 207-252-5229
4/8/88 ^{William}

Name of Business: BBQ Barn
(please print)

Business Address: 181 State Rd, Kittery Me 03904
(please print)

Business Telephone Number: 207-475-7360

SIGNATURE OF APPLICANT: [Signature] DATE: 8/31/15

APPLICANT'S NAME: William M. Widi, Lois A. Widi
(please print)

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

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



TOWN OF KITTERY
200 Rogers Road, Kittery, ME 03904
Telephone: 207-475-1329 Fax: 207-439-6806

REPORT TO TOWN COUNCIL

Meeting Date: September 14, 2015
From: Chief Ted Short, Chief David O'Brien
Subject: Communications Tower License Agreement with York Water District
Councilor Sponsor: Chairperson Jeffery Thomson

EXECUTIVE SUMMARY

Public Safety communication is vital to ensuring safe and successful operations during fire, police and emergency medical incidents. When public safety communications systems do not work or fail to work properly, the lives of first responders and citizens are at risk. Kittery has obtained a receiving and transmitting position on the York Water District communications tower located on Mt. Agamenticus. This position will allow for improved communication capability throughout our Kittery dispatch area and also support future regionalization of dispatch in Southern Maine. A license agreement is being brought forward for council action and approval.

STATEMENT OF NEED

A lack of strong communication systems hampers the effectiveness of first responders. Kittery has taken efforts during the last decade to strengthen our communication capability by upgrading mobile and portable radio equipment, meeting the Federal and State requirements to become fully interoperable with other agencies and moving our repeater systems to the Kittery Water District water tower. We are also in the early stages of upgrading our Public Safety base station radio equipment and dispatch position consoles and related communication hardware and software. However, these upgrades do not address the outlying areas within our dispatch geographic region that continue to have marginal to poor radio communications capabilities. The placement of receiver and transmitter microwave technology on Mt. Agamenticus will enhance and improve all areas within our current dispatch geographic region and will provide for future regional dispatch services for Southern Maine.

BACKGROUND

The York Water District took ownership of a communication tower located on Mt. Agamenticus and currently has a limited number of communication "positions" left for use. Mt. Agamenticus being the highest point in our area provides a clear line of sight to our current location on our water tower and all areas throughout our dispatch area. Discussion started several months ago concerning the possibility of Kittery obtaining a position on the tower. The York Water District understands our endeavor to enhance our communications capabilities and has agreed to lease the Town of Kittery the necessary space and locations on their tower.

FACTS BEARING ON THE EQUATION

Attachment #1 is a copy of the proposed Lease Agreement between the Town of Kittery and The York Water District for the installing of certain communications equipment on the communication tower. The proposed lease has been reviewed and revised by Counsel for the Town, Duncan

McEachern, and has been accepted by the York Water District. The lease is for \$500/month with a 2.5% annual increase until November 30, 2018 where it will automatically review for one more five year term. Exhibit A provides the drawings and cut sheets of the equipment to be installed on the tower.

CURRENT SITUATION

Kittery's Public Safety Departments currently operate from outdated dispatch and base station radio communication equipment. This problem is being addressed through the Towns Capital Improvement Program where new base station radios, antenna equipment and consoles will be updated this year. Our radio repeating systems currently operate from the Kittery Water District Tower located on Rogers Road and provide adequate communications for an estimated 85% of our geographic area.

PROPOSED SOLUTION/RECOMMENDATION

Council approval and the eventual Town Manager signing of the License Agreement with the York Water District will support enhancement of Kittery's Public Safety radio communications.

RATIONALE FOR THE PROPOSED SOLUTION (INCLUDING COSTS)

As stated above Public Safety communication is vital to ensuring safe and successful operations during fire, police and emergency medical incidents. The system as proposed will create a failsafe solution that only a catastrophic event would inhibit our ability to communicate. Leasing a communication position on the York Water District communication tower situated on Mt. Agamenticus will support improved communication for our geographic dispatch area. The Lease Agreement includes a monthly cost of \$500 to the Town of Kittery which, in the first year, will come from the Police Department Drug Forfeiture account.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (hereinafter referred to as "License" or "Agreement") is made this _____ day of ~~July~~, 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 to Manager a certificate of insurance 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.

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 anyone 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. § 101, 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 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 KITTERY

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.

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, 2015:	\$500.00/mo.
From Dec. 1, 2015 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

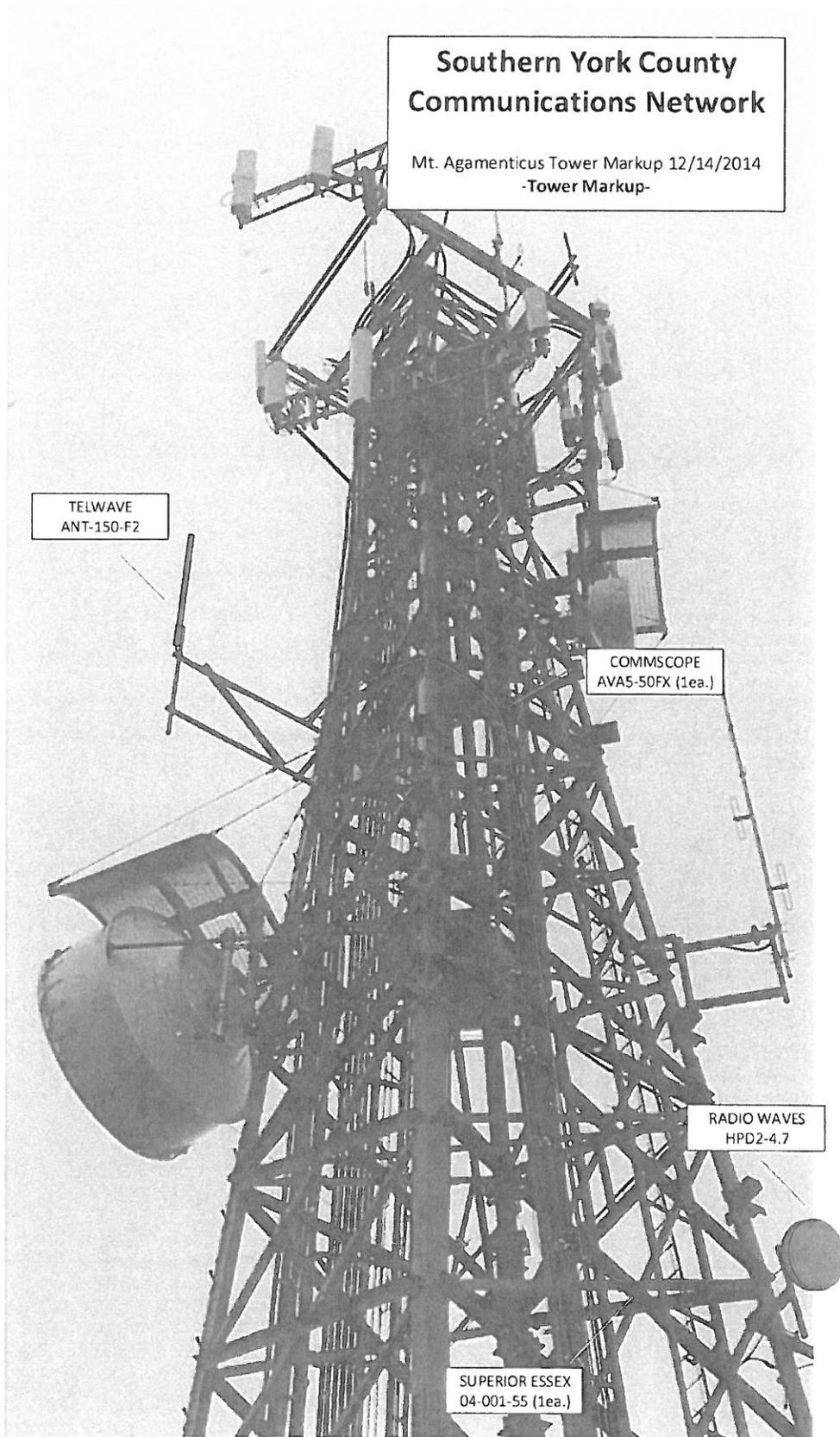
Licensee: Town of Kittery
200 Rogers Road Ext.
Kittery, Maine 03904
Attn: _____

EXHIBIT A (cont.)

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

Southern York County Communications Network

Mt. Agamenticus Tower Markup 12/14/2014
-Tower Markup-



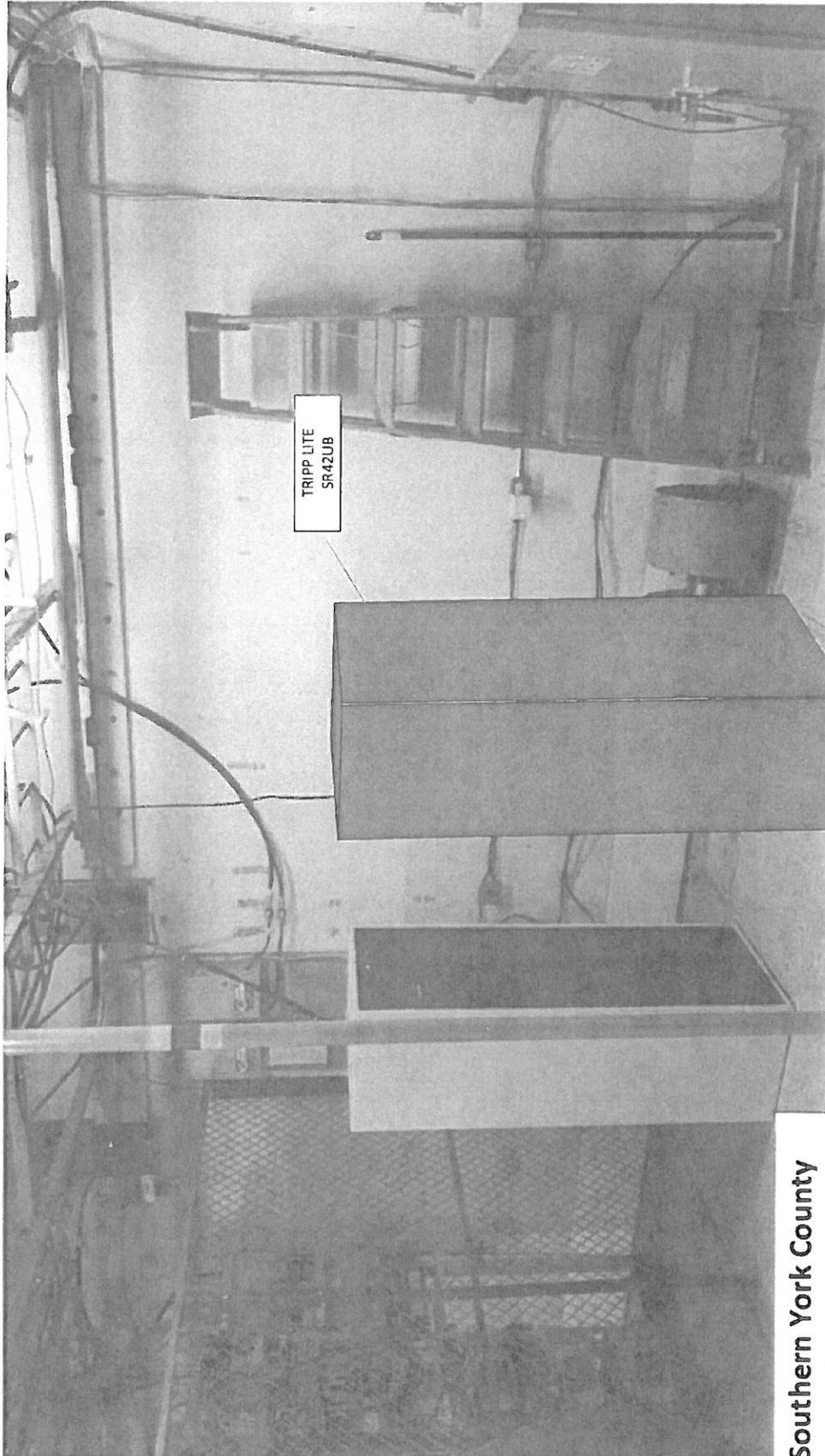
TELWAVE
ANT-150-F2

COMMSCOPE
AVA5-50FX (1ea.)

RADIO WAVES
HPD2-4.7

SUPERIOR ESSEX
04-001-55 (1ea.)

*Drawing not to scale



TRIPP LITE
SR42UB

**Southern York County
Communications Network**
Mt. Agamenticus Tower Markup 12/14/2014
-Shelter Markup-

*Drawing not to scale



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written permission

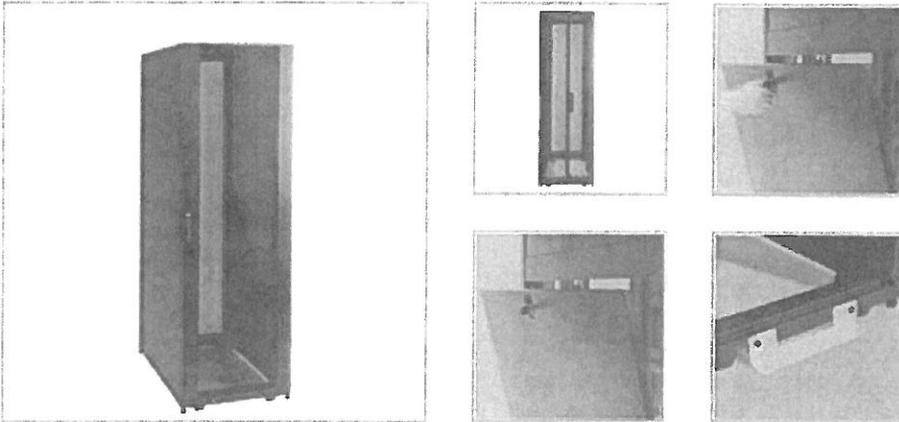


Tripp Lite

1111 W. 35th Street
Chicago, IL 60609 USA
Telephone: 773.869.1234
www.triplite.com

42U SmartRack Standard-Depth Rack Enclosure Cabinet (includes doors and side panels)

MODEL NUMBER: SR42UB



Specifications

OVERVIEW	
Style	Floor Standing
Rack Type	Floor-Standing
PHYSICAL	
Installed Whole System Maximum Rack Depth (in.)	37
Installed Whole System Maximum Rack Depth (cm)	94.0
Installed Whole System Minimum Rack Depth (in.)	4
Installed Whole System Minimum Rack Depth (cm)	10.16
Rack Height (U Spaces)	42
Shipping Dimensions (hwd / in.)	84.5 x 27.75 x 47
Shipping Dimensions (hwd / cm)	214.63 x 70.48 x 91.44
Shipping Weight (lbs.)	336
Shipping Weight (kg)	151.2
Unit Dimensions (hwd / in.)	78.5 x 23.63 x 43
Unit Weight (lbs.)	281



Tripp Lite
1111 W. 35th Street
Chicago, IL 60609 USA
Telephone: 773.869.1234
www.tripplite.com

Unit Weight (kg)	127
Unit Dimensions (cm)	199.39 x 60.02 x 109.22
Color	Black
Weight Capacity - Stationary (lbs.)	3000
Weight Capacity - Rolling (lbs.)	2250
Weight Capacity - Stationary (kg)	1360.8
Weight Capacity - Rolling (kg)	1020.6
Factory Preset Rack Depth (in.)	27.75
Factory Preset Rack Depth (cm)	70.49
SPECIAL FEATURES	
Grounding Lug	Front and back door frames
CERTIFICATIONS	
Certifications	UL60950; RoHS; CE
NOM (Mexico)	Tested to NOM (Mexico)
Approvals	EIA/ECA-310-E
WARRANTY	
Product Warranty Period (Worldwide)	5-year limited warranty

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Product Specifications

COMMSCOPE®

POWERED BY

ANDREW

AVA5-50FX

AVA5-50FX, HELIAX® Andrew Virtual Air™ Coaxial Cable, corrugated copper, 7/8 in, black PE jacket


Construction Materials

Jacket Material	PE
Outer Conductor Material	Corrugated copper
Dielectric Material	Foam PE
Flexibility	Standard
Inner Conductor Material	Copper
Jacket Color	Black

Dimensions

Nominal Size	7/8 in
Cable Weight	0.29 lb/ft 0.43 kg/m
Diameter Over Dielectric	24.130 mm 0.950 in
Diameter Over Jacket	27.991 mm 1.102 in
Inner Conductor OD	9.4488 mm 0.3720 in
Outer Conductor OD	25.400 mm 1.000 in

Electrical Specifications

Cable Impedance	50 ohm ±1 ohm
Capacitance	22.0 pF/ft 73.0 pF/m
dc Resistance, Inner Conductor	0.825 ohms/kft 2.888 ohms/km
dc Resistance, Outer Conductor	0.400 ohms/kft 1.313 ohms/km
dc Test Voltage	6000 V
Inductance	0.184 µH/m 0.056 µH/ft
Insulation Resistance	100000 Mohms•km
Jacket Spark Test Voltage (rms)	8000 V
Operating Frequency Band	1 – 5000 MHz
Peak Power	91.0 kW
Velocity	90%

Environmental Specifications

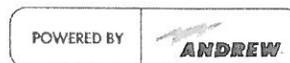
Installation Temperature	-40 °C to +60 °C (-40 °F to +140 °F)
Operating Temperature	-55 °C to +70 °C (-67 °F to +158 °F)
Storage Temperature	-70 °C to +70 °C (-94 °F to +158 °F)

General Specifications

Product Specifications

COMMSCOPE®

AVAS-50FX



Brand HELIAX®

Mechanical Specifications

Bending Moment	27.1 N-m 20.0 ft lb
Flat Plate Crush Strength	75.0 lb/in
Minimum Bend Radius, Multiple Bends	254.00 mm 10.00 in
Minimum Bend Radius, Single Bend	127.00 mm 5.00 in
Number of Bends, minimum	15
Number of Bends, typical	30
Tensile Strength	159 kg 350 lb

Note

Performance Note Values typical, unless otherwise stated

Standard Conditions

Attenuation, Ambient Temperature	20 °C 68 °F
Average Power, Ambient Temperature	40 °C 104 °F
Average Power, Inner Conductor Temperature	100 °C 212 °F

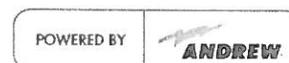
Return Loss/VSWR

Frequency Band	VSWR	Return Loss (dB)
680–800 MHz	1.13	24.30
800–960 MHz	1.13	24.30
1700–2200 MHz	1.13	24.30

Attenuation

Frequency (MHz)	Attenuation (dB/100 m)	Attenuation (dB/100 ft)	Average Power (kW)
0.5	0.08	0.024	91.00
1	0.113	0.034	74.43
1.5	0.138	0.042	60.73
2	0.16	0.049	52.56
10	0.359	0.11	23.37
20	0.51	0.156	16.46
30	0.627	0.191	13.39
50	0.814	0.248	10.32
88	1.088	0.332	7.72
100	1.162	0.354	7.23
108	1.209	0.368	6.95
150	1.433	0.437	5.86
174	1.548	0.472	5.43
200	1.665	0.507	5.05
300	2.059	0.628	4.08
400	2.398	0.731	3.50
450	2.553	0.778	3.29
500	2.7	0.823	3.11
512	2.735	0.834	3.07
600	2.977	0.907	2.82
700	3.235	0.986	2.60

Product Specifications

COMMSCOPE®


AVA5-50Fx

800	3.478	1.06	2.42
824	3.534	1.077	2.38
894	3.694	1.126	2.27
960	3.841	1.171	2.19
1000	3.927	1.197	2.14
1250	4.44	1.353	1.89
1500	4.912	1.497	1.71
1700	5.268	1.606	1.59
1800	5.439	1.658	1.54
2000	5.771	1.759	1.46
2100	5.933	1.808	1.42
2200	6.091	1.856	1.38
2300	6.247	1.904	1.34
2500	6.551	1.996	1.28
2700	6.845	2.086	1.23
3000	7.273	2.217	1.15
3400	7.819	2.383	1.07
3700	8.213	2.503	1.02
4000	8.596	2.62	0.98
5000	9.807	2.989	0.86

* Values typical, guaranteed within 5%

Regulatory Compliance/Certifications

Agency	Classification
ISO 9001:2008	Designed, manufactured and/or distributed under this quality management system



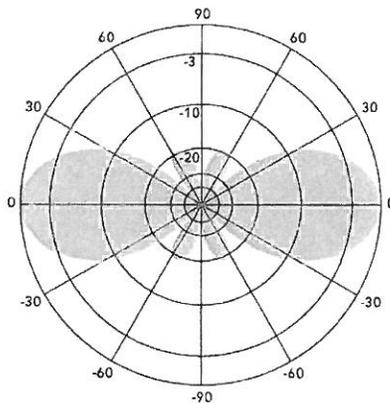
148 - 174 MHz

ANT150F2 FIBERGLASS COLLINEAR ANTENNA 2.5 dBd

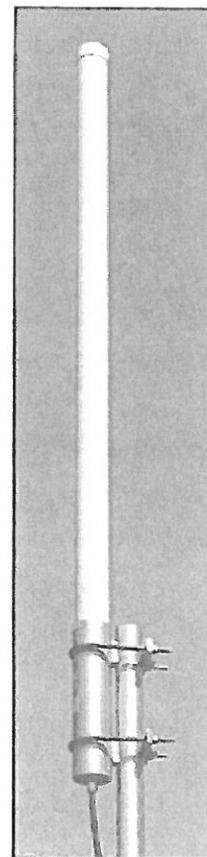
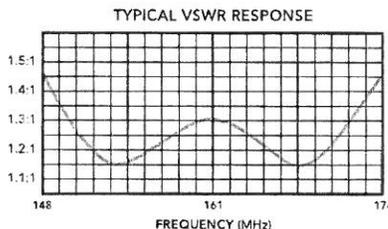
The Telewave ANT150F2 is an extremely rugged collinear antenna, with moderate gain and wide vertical beamwidth. This compact antenna produces 2.5 dBd gain, and is designed for operation in all environmental conditions. The antenna is constructed with brass and copper elements, with a path to DC ground for lightning impulse protection.

All junctions are fully soldered to prevent RF intermodulation, and each antenna is completely protected within a rugged, high-tech radome to ensure survivability in the worst environments. The "Cool Blue" radome provides maximum protection from corrosive gases, ultraviolet radiation, icing, salt spray, acid rain, and wind blown abrasives.

The ANT150F2 includes the ANTC485 dual clamp set for mounting to a 1.5" to 3" O.D. support pipe, and a 24" removable RG-213 N-Male jumper.



ANT150F2 156 MHz
Vertical Plane
Gain = 2.55 dBd

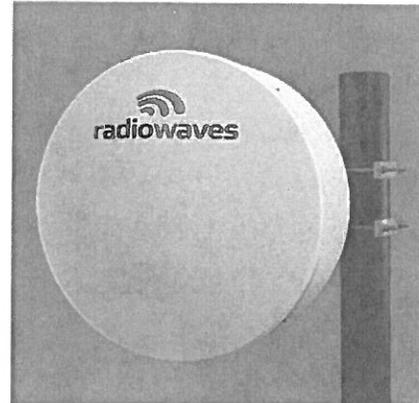


SPECIFICATIONS			
Frequency (continuous)	148-174 MHz	Dimensions (L x base diam.) in.	60 x 2.75
Gain	2.5 dBd	Tower weight (antenna + clamps)	12 lb.
Power rating (typ.)	500 watts	Shipping weight	16 lb.
Impedance	50 ohms	Wind rating / with 0.5" ice	200 / 150 MPH
VSWR	1.5:1 or less	Maximum exposed area	1.3 ft. ²
Pattern	Omnidirectional	Lateral thrust at 100 MPH	50 lb.
Vertical beamwidth	38°	Bending moment at top clamp (100 MPH, 40 PSF flat plate equiv.)	67 ft. lb.
Termination	Recessed N Female 7-16 DIN-F opt.		



HPD2-4.7

0.9 m | 2 ft High Performance Parabolic Reflector Antenna, Dual-polarized, 4.4-5GHz



General Specifications

Antenna Type	High Performance Parabolic Reflector Antenna
Size, nominal	2 ft 0.9 m
Polarization	Dual

Electrical Specifications

Operating Frequency Band	4.4 - 5 GHz
Half Power Beamwidth, Horizontal	7.1 degrees
Half Power Beamwidth, Vertical	7.1 degrees
Cross-Polarization Discrimination	28 dB
Front to Back Ratio (F/B)	48 dB
Gain, Low Frequency	25.9 dBi
Gain, Mid Frequency	26.4 dBi
Gain, High Frequency	26.9 dBi
VSWR	1.5:1
Return Loss	-14 dB

Mechanical Specifications

Fine Azimuth Adjustment	+/- 10 degrees
-------------------------	----------------

Fine Elevation Adjustment	+/- 70 degrees
Mounting Pipe Diameter, Min	2 inch 5.08 cm
Mounting Pipe Diameter, Max	4.5 inch 11.4 cm
Net Weight	27 lbs 12.3 kg
Wind Velocity Operational	90 mph 145 km/h
Wind Velocity Survival Rating	125 mph 201 km/h
Mechanical Configuration	HP2
Axial Force (FA)	202 lbs 899 N
Side Force (FS)	100 lbs 445 N
Twisting Moment (MT)	194 ft-lbs 263 Nm
Operating temperature range	-40 to +60 C
Max pressure, psig. (if waveguide interface)	5

Regulatory Compliance

FCC	undeclared
ETSI	undeclared
RoHS-complaint	Yes

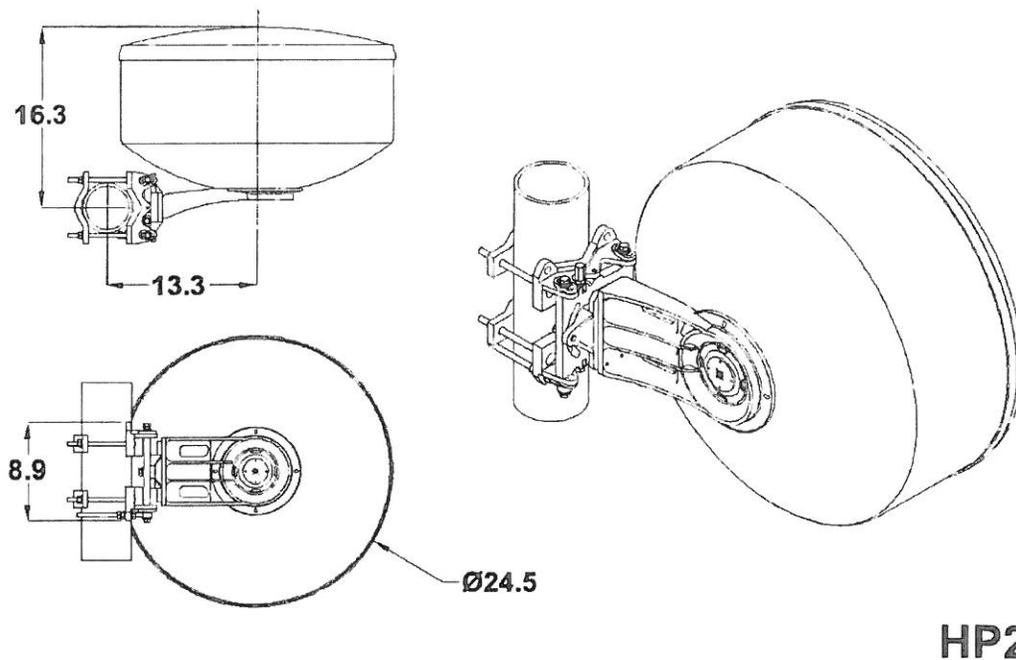
Shipping Information

Package Type	Cardboard
Gross Weight	46 lbs 20.7 kg
Dimensions, L x W x H	31 x 31 x 25 in 79 x 79 x 64 cm
Shipping Volume	13.9 cu ft 0.39 cu m

Additional Comments

Choose Radiowave's products for best performance and reliability

Technical Drawings



Radiowaves Glossary

Axial Force:	Force applied to the face of the antenna due to wind at specified wind speed
Beamwidth	The total width of the main beam measured in degrees between the 3-dB (half-power) points on either side of the peak of the main beam
Cross Polarization Discrimination (XPD)	The dB difference between maximum received co-polarized signal at electrical boresight and maximum received cross-polarized signal
Front to Back Ratio (F/B)	The dB difference between maximum received signal at electrical boresight to maximum received signal behind the antenna (180 +/- 40 degrees)
Gain	A measure of how well the antenna focuses available energy into a single beam. Larger antennas typically have higher gains and smaller beamwidths.
Gross Weight	Shipping weight, includes weight of antenna plus packaging materials
Net Weight	Weight of antenna only as mounted on tower.
Operating Frequency Band	The frequency limits between which the antenna meets declared specifications. Antennas may operate outside the frequency band with mild performance degradation.
Return Loss	A measure of how much rf energy incident upon the antenna is reflected back from whence it came, expressed as a negative dB value.
Side Force (FS)	Force applied to the side of the antenna due to wind at specified wind speed
Twisting Moment (MT)	The torsional (twisting) moment (force x distance) applied to the mounting pipe due to wind at the specified wind speed.

VSWR

A measure of how much of energy incident upon the antenna is reflected back from whence it came, expressed as a ratio

Wind Velocity Operational

Wind speed where the antenna deflection is less than or equal to 0.1 degrees

Wind Velocity Survival Rating

Wind speed where the antenna will not suffer permanent damage, but may require re-pointing.

OSP Broadband Category 5e

Product Description

BBD Category 5e Outside Plant (OSP) cables are designed to provide extension of the LAN beyond the premises. The core is filled with PFM¹ thixotropic filling compound to prevent water ingress. PFM¹ gel will not drip even in cell tower applications at elevated temperatures. A variety of constructions are available to suit multiple environmental needs. Shielded designs feature dry water block between the shield and the core jacket to prevent water ingress. All designs are suitable for buried applications.

Applications

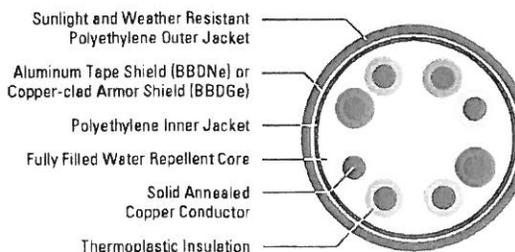
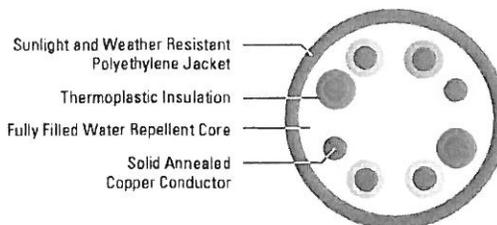
- # 10BASE-T through 1000BASE-T ethernet
- # ATM and token ring
- # WiMAz cell towers
- # BBDNe: Lashed aerial, underground conduit or low-risk direct burial
- # BBD¹ e: Direct burial where additional mechanical protection is required

Features

- # CAT 5e transmission performance characterized to 350 MHz
- # Metallic shield tapes (Aluminum for BBDNe and Copper-clad armor for BBD¹ e)
- # Fully filled with PFM¹ thixotropic gel
- # UV/Sunlight resistant black jacket
- # BBDNe: Unshielded
- # BBDNe: Aluminum tape shield
- # BBD¹ e: Copper-clad armor shield
- # ColorTel¹ circuit identification system
- # Dry water block between shield and core

Benefits

- # OSP rated cable connections for work area and backbone LAN
- # Provides additional protection against EMI/RFI and rodents
- # Prevents intrusion of moisture that can degrade transmission quality
- # Easy to clean and non-dripping
- # Confidence that cable will last even with long-term exposure to direct sunlight
- # Small, robust design for unshielded applications
- Protection against EMI/RFI
- Protection against EMI/RFI and provides rodent resistance
- # Easily identifiable conductor mates even in low light environments
- # Prevents water ingress, yet easy to clean



Specifications

Pair Count	%
Conductor	Solid annealed copper
AWG (mm)	24 (0.51)
Filling Compound	PFM ¹ thixotropic gel
Insulation	Solid polyolefin
Shield	BBDNe: Unshielded BBDNe: Electrically continuous 0.008 in (0.20 mm) polymer coated smooth aluminum tape, applied with an overlap BBD ¹ e: Electrically continuous 0.005 in (0.13 mm) corrugated copper-clad armor, applied with an overlap
Dry Water Block	BBDNe: SAP powder BBD ¹ e: SAP yarn
Jacket	Black, sunlight and weather resistant polyethylene
Characteristic Impedance (Ohms)	100 ± 15
Nominal Velocity of Propagation (%)	62
Performance Compliance	ANSI/TIA-568-C.2 ANSI/ICEA S-107-704-2006 RoHS-compliant

Part Numbers and Physical Characteristics

Part Number	Product Code	Shield	Nominal Diameter in (mm)	Approx. Weight lbs/kft (kg/km)	Package
04-001-58	BBDNe	None	0.26 (6.6)	30 (45)	1,000' Plywood Reel
04-002-58	BBDNe	None	0.26 (6.6)	30 (45)	2,500' Plywood Reel
04-003-58	BBDNe	None	0.26 (6.6)	30 (45)	5,000' Plywood Reel
04-601-58	BBDNe	None	0.26 (6.6)	30 (45)	Cut to Length
04-001-54	BBDNe	Coated Aluminum	0.36 (9.1)	55 (82)	1,000' Plywood Reel
04-002-54	BBDNe	Coated Aluminum	0.36 (9.1)	55 (82)	2,500' Plywood Reel
04-003-54	BBDNe	Coated Aluminum	0.36 (9.1)	55 (82)	5,000' Plywood Reel
04-601-54	BBDNe	Coated Aluminum	0.36 (9.1)	55 (82)	Cut to Length
04-001-55	BBD ¹ e	Copper Clad	0.36 (9.1)	64 (95)	1,000' Plywood Reel
04-002-55	BBD ¹ e	Copper Clad	0.36 (9.1)	64 (95)	2,500' Plywood Reel
04-003-55	BBD ¹ e	Copper Clad	0.36 (9.1)	64 (95)	5,000' Plywood Reel
04-601-55	BBD ¹ e	Copper Clad	0.36 (9.1)	64 (95)	Cut to Length

TECHNICAL INFO CANADIAN OSP COPPER OSP COPPER WIRE BELL OSP COPPER RDUP/RUS OSP COPPER CENTRAL OFFICE COPPER OSP COMPOSITE OSP FIBER PREMISES FIBER PREMISES COPPER

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.)

REFERENDUM QUESTION

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 in June of 2015, however the vote was not valid due to the low voter turnout.

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

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



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

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

PRESENT LICENSE EXPIRES 10/25/15

INDICATE TYPE OF PRIVILEGE: MALT SPIRITUOUS VINOUS

INDICATE TYPE OF LICENSE:

- | | |
|--|---|
| <input checked="" type="checkbox"/> RESTAURANT (Class I,II,III,IV) | <input type="checkbox"/> RESTAURANT/LOUNGE (Class XI) |
| <input type="checkbox"/> HOTEL-OPTINONAL FOOD (Class I-A) | <input type="checkbox"/> HOTEL (Class I,II,III,IV) |
| <input type="checkbox"/> CLASS A LOUNGE (Class X) | <input type="checkbox"/> CLUB-ON PREMISE CATERING (Class I) |
| <input type="checkbox"/> CLUB (Class V) | <input type="checkbox"/> GOLF CLUB (Class I,II,III,IV) |
| <input type="checkbox"/> TAVERN (Class IV) | <input type="checkbox"/> 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.) DIVINE CUISINES LLC DOB: _____ DOB: _____ DOB: _____	2. Business Name (D/B/A) DBA DIVINE CUISINES, LLC TULSI
Address 20 Walker ST	Location (Street Address) 20 Walker ST. City/Town Kittery State ME Zip Code 03904 Mailing Address same as above 03904
City/Town Kittery State ME Zip Code 03904	City/Town _____ State _____ Zip Code _____
Telephone Number 207-451-9511 Fax Number _____	Business Telephone Number _____ Fax Number _____
Federal I.D. # 02-0523796	Seller Certificate # 1072793

3. If premises is a hotel, indicate number of rooms available for transient guests: NA
 4. State amount of gross income from period of last license: ROOMS \$ _____ FOOD \$ 681,413 LIQUOR \$ 181,722
 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: Stanley Campbell
 8. If business is NEW or under new ownership, indicate starting date: NA

Requested inspection date: _____ Business hours: _____

9. Business records are located at: 9 Cook Street 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
<u>Janet Howe</u>	<u>10-15-1940</u>	<u>Framingham, MA</u>

Residence address on all of the above for previous 5 years (Limit answer to city & state)
KITTERY, MAINE

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: _____

17. Describe in detail the premises to be licensed: (Supplemental Diagram Required) _____
Dining Room & Bar Areas

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? 200 yds 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: SB Loans; Kennebunk Savings

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: Kittery on 8/10, 20 15
Town/City, State Date

Please sign in blue ink

Janet Howe
Signature of Applicant or Corporate Officer(s)
Janet Howe
Print Name

Signature of Applicant or Corporate Officer(s)
Print Name

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.	+ \$10. = \$910
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



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

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

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

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:
DIVINE CUISINES, LLC
- Other business name for your entity (DBA), if any:
DBA Tulsi
- Date of filing with the Secretary of State: _____
- 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: NA
- 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	Ownership %	
Janet Howe	68 Rogers Road, Kittery	2013 →	50%	owner, mgr.
Janet Howe	9 Cook St., Kittery	1998-2013		
Rajesh Mandekar	68 Rogers Rd., Kittery	2013 →	50%	owner, mgr.
Rajesh Mandekar	9 Cook St., Kittery	2007-2013		

7. Is any principal person involved with the entity a law enforcement official?

Yes No no

8. 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: _____

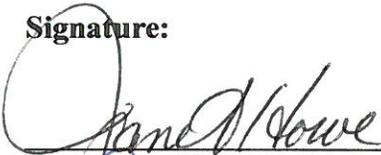
Date of Conviction: _____

Offense: _____

Location of Conviction: _____

Disposition: _____

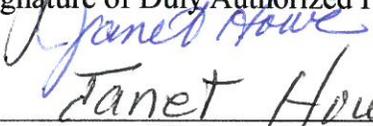
Signature:



Signature of Duly Authorized Person

8/10/15

Date



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 Enforcement
8 State House Station Augusta, Me 04333-0008
Telephone Inquiries: (207) 624-7220
Fax: (207) 287-3434
Email Inquiries: MaineLiquor@Maine.gov

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 the 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.

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.



**GENERAL ASSISTANCE ORDINANCE
APPENDICES A-D
2015-2016**

The Municipality of _____ Kittery _____ adopts the MMA Model Ordinance GA Appendices (A-D) for the period of Oct. 1, 2015—September 30, 2016. These appendices are filed with the Department of Health and Human Services (DHHS) in compliance with Title 22 M.R.S.A. §4305(4).

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

(Print Name)

(Signature)

GA Overall Maximums

Metropolitan Areas

COUNTY	Persons in Household				
	1	2	3	4	5*
Bangor HMFA: Bangor, Brewer, Eddington, Glenburn, Hampden, Hermon, Holden, Kenduskeag, Milford, Old Town, Orono, Orrington, Penobscot Indian Island Reservation, Veazie	628	734	916	1,141	1,326
Penobscot County HMFA: Alton, Argyle UT, Bradford, Bradley, Burlington, Carmel, Carroll plantation, Charleston, Chester, Clifton, Corinna, Corinth, Dexter, Dixmont, Drew plantation, East Central Penobscot UT, East Millinocket, Edinburg, Enfield, Etna, Exeter, Garland, Greenbush, Howland, Hudson, Kingman UT, Lagrange, Lakeville, Lee, Levant, Lincoln, Lowell town, Mattawamkeag, Maxfield, Medway, Millinocket, Mount Chase, Newburgh Newport, North Penobscot UT, Passadumkeag, Patten, Plymouth, Prentiss UT, Seboeis plantation, Springfield, Stacyville, Stetson, Twombly UT, Webster plantation, Whitney UT, Winn, Woodville	590	618	733	1,025	1,185
Lewiston/Auburn MSA: Auburn, Durham, Greene, Leeds, Lewiston, Lisbon, Livermore, Livermore Falls, Mechanic Falls, Minot, Poland, Sabattus, Turner, Wales	549	650	849	1,070	1,136
Portland HMFA: Cape Elizabeth, Casco, Chebeague Island, Cumberland, Falmouth, Freeport, Frye Island, Gorham, Gray, Long Island, North Yarmouth, Portland, Raymond, Scarborough, South Portland, Standish, Westbrook, Windham, Yarmouth; Buxton, Hollis, Limington, Old Orchard Beach	803	956	1,181	1,563	1,641
York/Kittery/S.Berwick HMFA: Berwick, Eliot, Kittery, South Berwick, York	958	964	1,245	1,684	1,833
Cumberland County HMFA: Baldwin, Bridgton, Brunswick, Harpswell, Harrison, Naples, New Gloucester, Pownal, Sebago	638	773	1,025	1,466	1,747

Appendix A

Effective: 10/01/15-09/30/16

COUNTY	1	2	3	4	5*
Sagadahoc HMFA: Arrowsic, Bath, Bowdoin, Bowdoinham, Georgetown, Perkins UT, Phippsburg, Richmond, Topsham, West Bath, Woolwich	762	810	960	1,245	1,579
York County HMFA: Acton, Alfred, Arundel, Biddeford, Cornish, Dayton, Kennebunk, Kennebunkport, Lebanon, Limerick, Lyman, Newfield, North Berwick, Ogunquit, Parsonsfield, Saco, Sanford, Shapleigh, Waterboro, Wells	695	796	1,009	1,370	1,418

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

Non-Metropolitan Areas

Persons in Household

COUNTY	1	2	3	4	5*
Aroostook County	603	620	747	946	1,036
Franklin County	630	658	780	971	1,382
Hancock County	647	733	933	1,228	1,246
Kennebec County	570	659	843	1,057	1,126
Knox County	736	741	913	1,170	1,298
Lincoln County	666	739	932	1,161	1,245
Oxford County	567	618	758	1,023	1,324
Piscataquis County	578	659	814	1,033	1,105
Somerset County	659	690	821	1,117	1,121
Waldo County	649	737	873	1,189	1,265
Washington County	572	629	749	955	1,158

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

Food Maximums

Please Note: The maximum amounts allowed for food are established in accordance with the U.S.D.A. Thrifty Food Plan. As of October 1, 2015, those amounts are:

Number in Household	Weekly Maximum	Monthly Maximum
1	45.12	194
2	83.02	357
3	118.84	511
4	150.93	649
5	179.30	771
6	215.12	925
7	237.67	1,022
8	271.86	1,169

Note: For each additional person add \$146 per month.

GA Housing Maximums (Heated & Unheated Rents)

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

Non-Metropolitan FMR Areas

<u>Aroostook County</u>		<u>Unheated</u>		<u>Heated</u>	
Bedrooms		Weekly	Monthly	Weekly	Monthly
0		108	464	128	550
1		108	464	130	561
2		127	546	158	679
3		164	705	202	868
4		176	758	223	957
Franklin County					
<u>Franklin County</u>		<u>Unheated</u>		<u>Heated</u>	
Bedrooms		Weekly	Monthly	Weekly	Monthly
0		114	491	134	577
1		114	491	139	599
2		135	579	166	712
3		170	730	208	893
4		257	1,104	303	1,303
Hancock County					
<u>Hancock County</u>		<u>Unheated</u>		<u>Heated</u>	
Bedrooms		Weekly	Monthly	Weekly	Monthly
0		112	480	136	584
1		124	534	154	663
2		161	691	198	851
3		218	937	263	1,133
4		218	937	264	1,136
Kennebec County					
<u>Kennebec County</u>		<u>Unheated</u>		<u>Heated</u>	
Bedrooms		Weekly	Monthly	Weekly	Monthly
0		94	403	118	507
1		107	460	137	589
2		140	601	177	761
3		178	766	224	962
4		181	778	236	1,016

Non-Metropolitan FMR Areas

<u>Knox County</u>		<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly	Monthly
0	132	569	157	673	
1	132	569	157	673	
2	156	671	193	831	
3	204	879	250	1,075	
4	221	950	276	1,188	
<u>Lincoln County</u>					
Bedrooms	Weekly	Monthly	Weekly	Monthly	Monthly
0	119	513	141	607	
1	126	540	156	669	
2	160	690	198	850	
3	202	870	248	1,066	
4	209	897	264	1,135	
<u>Oxford County</u>					
Bedrooms	Weekly	Monthly	Weekly	Monthly	Monthly
0	93	400	117	504	
1	101	420	128	549	
2	120	516	157	676	
3	170	732	216	928	
4	227	976	282	1,214	
<u>Piscataquis County</u>					
Bedrooms	Weekly	Monthly	Weekly	Monthly	Monthly
0	103	443	115	496	
1	115	493	128	552	
2	142	613	158	681	
3	184	792	202	870	
4	192	827	211	906	
<u>Somerset County</u>					
Bedrooms	Weekly	Monthly	Weekly	Monthly	Monthly
0	120	517	141	606	
1	121	519	147	631	
2	143	615	175	753	
3	202	869	241	1,038	
4	202	869	241	1,038	

Non-Metropolitan FMR Areas

<u>Waldo County</u>		<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly	Monthly
0	116	497	137	590	
1	125	538	155	667	
2	147	631	184	791	
3	209	898	254	1,094	
4	213	917	269	1,155	

<u>Washington County</u>		<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly	Monthly
0	94	405	118	509	
1	100	430	130	559	
2	118	507	155	667	
3	154	664	200	860	
4	188	810	244	1,048	

Metropolitan FMR Areas

<u>Bangor HMFA</u>		<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly	Monthly
0	107	461	131	565	
1	124	535	154	664	
2	157	674	194	834	
3	198	850	243	1,046	
4	227	978	283	1,216	

<u>Penobscot County HMFA</u>		<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly	Monthly
0	99	427	123	531	
1	99	427	127	548	
2	114	491	151	651	
3	171	734	216	930	
4	195	837	250	1,075	

<u>Lewiston/Auburn MSA</u>		<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly	Monthly
0	89	382	113	486	
1	105	451	135	580	
2	141	607	178	767	
3	181	779	227	975	
4	183	788	239	1,026	

Metropolitan FMR Areas

<u>Portland HMFA</u>		<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly	Monthly
0	148	636	172	740	
1	176	757	206	886	
2	218	939	256	1,099	
3	296	1,272	341	1,468	
4	301	1,293	356	1,531	
<u>York/Kittery/S. Berwick HMFA</u>					
Bedrooms	Weekly	Monthly	Weekly	Monthly	Monthly
0	186	798	210	902	
1	186	798	210	902	
2	233	1,003	270	1,163	
3	324	1,393	370	1,589	
4	345	1,485	401	1,723	
<u>Cumberland County HMFA</u>					
Bedrooms	Weekly	Monthly	Weekly	Monthly	Monthly
0	111	471	134	575	
1	133	574	163	703	
2	182	783	219	943	
3	273	1,175	319	1,371	
4	325	1,399	381	1,637	
<u>Sagadahoc County HMFA</u>					
Bedrooms	Weekly	Monthly	Weekly	Monthly	Monthly
0	138	603	163	702	
1	142	611	172	740	
2	167	718	204	878	
3	222	954	267	1,150	
4	286	1,231	342	1,469	
<u>York County HMFA</u>					
Bedrooms	Weekly	Monthly	Weekly	Monthly	Monthly
0	126	541	148	637	
1	139	597	169	726	
2	178	767	216	927	
3	251	1,079	297	1,275	
4	251	1,079	304	1,308	

APPENDIX D - UTILITIES

ELECTRIC

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

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

<u>Number in Household</u>	<u>Weekly</u>	<u>Monthly</u>
1	\$14.00	\$60.00
2	\$15.70	\$67.50
3	\$17.45	\$75.00
4	\$19.70	\$86.00
5	\$23.10	\$99.00
6	\$25.00	\$107.00

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

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

<u>Number in Household</u>	<u>Weekly</u>	<u>Monthly</u>
1	\$19.10	\$86.00
2	\$23.75	\$102.00
3	\$27.70	\$119.00
4	\$32.25	\$139.00
5	\$37.30	\$160.00
6	\$41.00	\$176.00

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

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

LOCATION PERMIT

Upon the Application of Center Maine Power Company and Northern New England Telephone Operations LLCNH ,
 dated 08/31/2015 , asking for permission, in accordance with law, to construct and
 maintain poles, buried cables, conduits, and transformers, together with attached facilities and appurtenances
 over, under, along or across certain highways and public roads in the location described in said application,
 permission is hereby given to construct, reconstruct, maintain and relocate in substantially the same location,
 said facilities and appurtenances in the City / Town of Kittery ,
 approximately located as follows:

- 1. Starting Point: 1
- 2. Road (State & CMP): Intersection of Dennett Rd & Ranger Drive
- 3. Direction: Northwesterly
- 4. Distance: 2,485' feet
- 5. Number of Poles: 8, & 2 manholes

Facilities shall consist of wood poles and appurtenances with a minimum of wire and cable not less than 18 feet over the public highway and/or buried cables or conduit and appurtenances placed a minimum depth of 36 inches under pavement and 30 inches elsewhere, all in a manner conforming to the National Electric Safety Code.

By: _____
 By: _____
 By: _____
 By: _____
 By: _____

Municipal Officers

Office of the _____

Received and Recorded in Book _____, Page _____

Attest: _____
 Clerk

Notification: 10300094503

Work Order: 801000057018

CENTRAL MAINE POWER COMPANY
APPLICATION FOR POLE LOCATION OR UNDERGROUND LOCATION

In the City/Town of: Kittery, Maine

To the: City
 Town

County of: York, Maine

- Central Maine Power hereby applies for permission to:
 - Construct and maintain poles together with attached facilities and appurtenances upon, along or across certain streets and highways in said City/Town as described below.
 - Construct and maintain buried cables, conduits, manholes and handholes, together with wire and cables, transformers, cutouts, and other equipment therein, under, along, and across certain streets and highways in said City/Town as described below.

Central Maine Power Company and Northern New England Telephone Operations LLCNH jointly apply for permission to construct and maintain poles together with attached facilities and appurtenances upon, along or across certain streets and highways in said City/Town as described below.

1. Starting Point: 1
2. Road (State & CMP): Intersection of Dennett Rd & Ranger Drive
3. Direction: Northwesterly
4. Distance: 2,485' feet
5. Number of Poles: 8, & 2 manholes

- Overhead wires shall have a minimum clearance of 18 feet over the public highway and be constructed to conform with the requirements of the National Electric Safety Code.
- Buried cable facilities shall be placed at a minimum depth of 36 inches under pavement and 30 inches elsewhere and be constructed to conform with the requirements of the National Electric Safety Code.

Any person, firm, or corporation to be adversely affected by this proposed location shall file a written objection with the State Department of Transportation, City, Town or County stating the cause of said objection within fourteen (14) days after the publication of this notice or ninety (90) days after installation of facilities without publication.

Public Notice of this application has been given by publishing the text of the same Not Published

In: _____
On: _____

CENTRAL MAINE POWER COMPANY

Northern New England Telephone Operations LLCNH

By: Elaine Titherington

Date: 08/31/2015

By: Jane Mills Date: 9/2/15

CENTRAL MAINE POWER COMPANY

SKETCH TO ACCOMPANY APPLICATION FOR POLE OR UNDERGROUND LOCATIONS

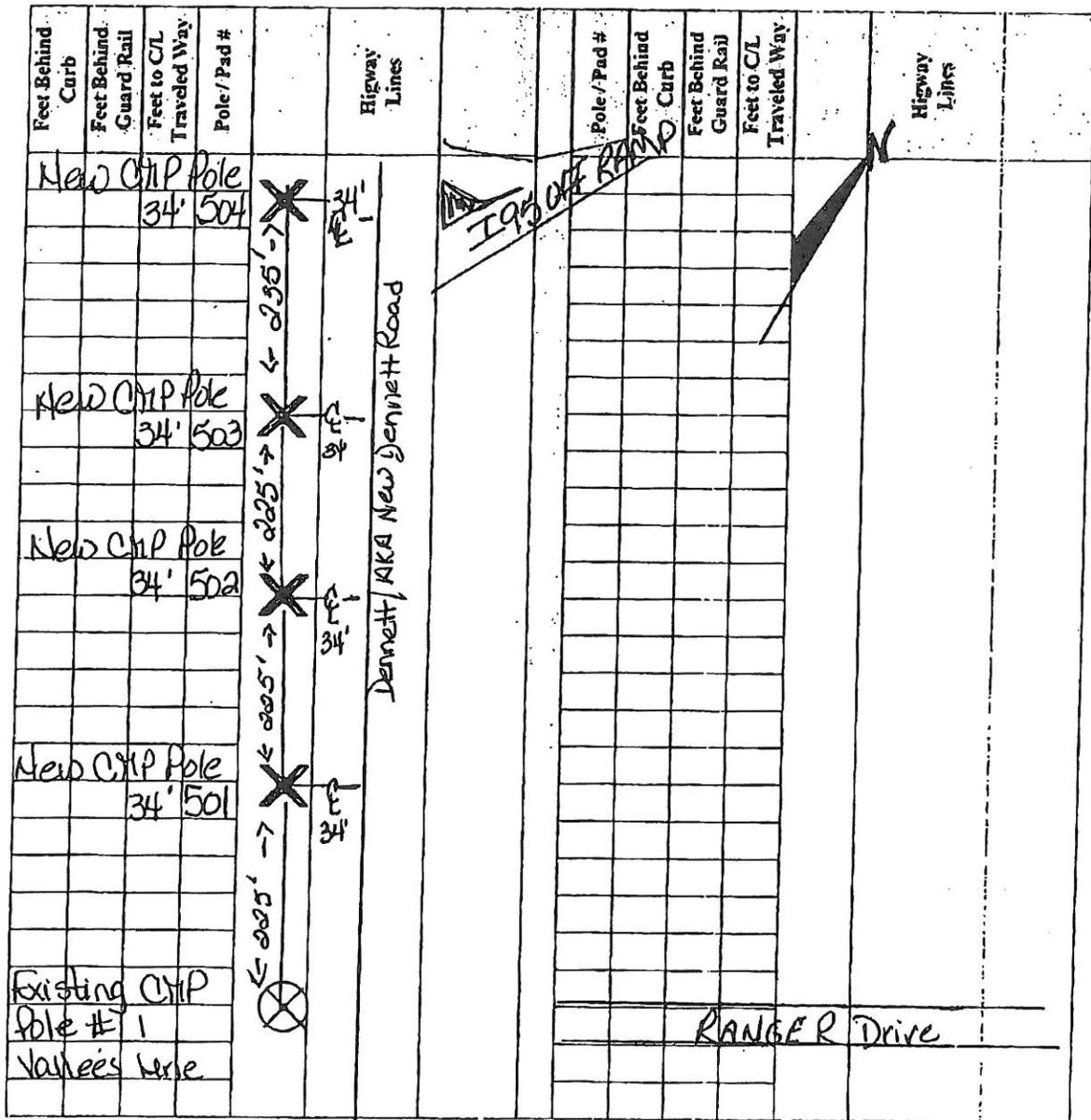
City / Town: Kittery

Date: 08/31/2015

Street: Intersection of Dennett Rd & Ranger Dr

By: Elaine Titherington

Facilities to consist of wood poles and appurtenances with a minimum clearance of wire and cables not less than 21 feet over the public highway, and/or underground facilities to consist of buried cables, conduits, transformers and manholes for operation at 7200 volts to ground single phase. Construction to be suitable for future operation at a voltage not to exceed 22KV to ground single phase. Right-of-way limits indicated are based on the best field information available. Poles/ Pads are staked. For further information call: Elaine Titherington at Central Maine Power Company tel: 207-490-3042 Pole/Pad spans shown are approximate.



CENTRAL MAINE POWER COMPANY

SKETCH TO ACCOMPANY APPLICATION FOR POLE OR UNDERGROUND LOCATIONS

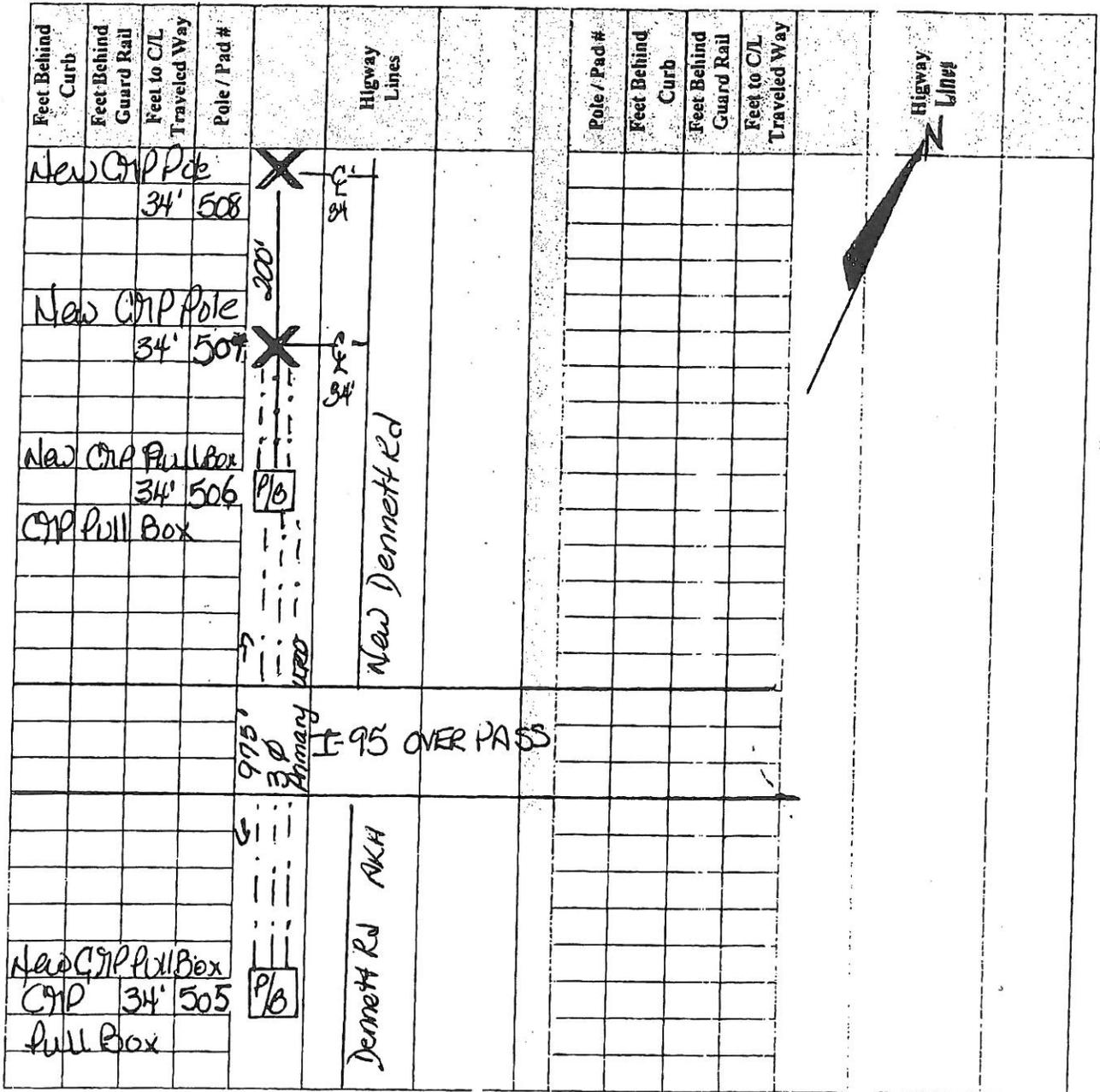
City / Town: Kittery

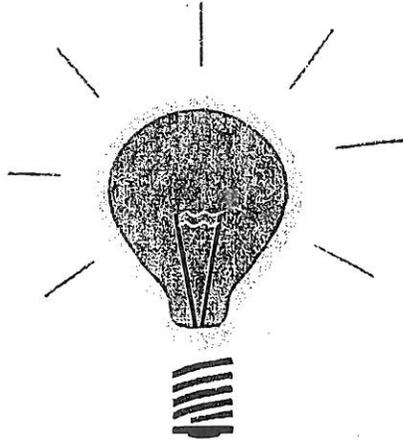
Date: 08/31/2015

Street: Intersection of Dennett Rd & Ranger Dr

By: Elaine Titherington

Facilities to consist of wood poles and appurtenances with a minimum clearance of wire and cables not less than 21 feet over the public highway, and/or underground facilities to consist of buried cables, conduits, transformers and manholes for operation at 7200 volts to ground single phase. Construction to be suitable for future operation at a voltage not to exceed 22KV to ground single phase. Right-of-way limits indicated are based on the best field information available. Poles/ Pads are staked. For further information call: Elaine Titherington Central Maine Power Company tel: 207-490-3042 Pole/Pad spans shown are approximate.





CENTRAL MAINE POWER COMPANY

Line Clerks New Service

205 Center Rd
Fairfield, ME 04937
Fax: (207) 629-4752

Date: 9-2-15

To: Bittey

Fax #: 439-6806

Sender: Ornter

Pole permit

You should receive _____ page(s), including this cover sheet. If you do not receive all the pages, please call the sender.

⑥



TOWN OF KITTERY

200 Rogers Road, Kittery, ME 03904

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

REPORT TO TOWN COUNCIL

Meeting Date: September 14, 2015
From: Ann Grinnell, Planning Board Chair & Chris Di Matteo, Town Planner
Subject: Town Code amendments to Title 16, Land Use & Development Code
Councilor Sponsor: Jeffrey Thomson, Chair

EXECUTIVE SUMMARY

The following sections of Title 16 require code amendments in order to provide greater clarity, remove outdated references and update provisions to allow for more conformance with the Town's Comprehensive Plan:

ITEM 1

- **16.7.8 Land Not Suitable for Development** {Proposed as "Net Residential Acreage"}. The amendment provides similar language used by other communities to calculate the net land area when determining the total number of dwelling units allowed in a subdivision. The amendment also provides a new and revised soil definition that includes a new reference to replace the circa 1975 *Soil Suitability Guide For Land Use Planning In Maine*.
- **16.2.2 Definitions:** Amendment includes amended definitions for *Soils* and *Net residential acreage*, and new definitions for:
 - Filled tidal lands.
 - Cemetery and burying ground.
 - Minimum land areas per dwelling unit.
- **16.3 Land Use Zone Regulations.** Incorporates a reference to the proposed new definition for *Minimum land areas per dwelling unit*
- **16.8.11.5 Application Procedures** {Cluster Development}. Change required due to the *Soil Suitability Guide* reference in 16.7.8. The reference is deleted and a new reference is made to the proposed *Net Residential Acreage* provision.

Joint Board/Council workshop held: 9/8, 10/6, 11/10/2014, & 5/4/2015

ITEM 2

16.8.7 Sewage Disposal. Changes provide clarity by re-organizing the article to reflect three distinct disposal systems: sewer and subsurface wastewater disposal. As with item 1 above, the reference to the *Soil Suitability Guide* has been removed. In addition, there is an increase in the required soil depth for disposal systems and new pretreatment requirements for developments impacting sand and gravel aquifers.

Joint Board/Council workshop held: 9/8, 10/6, 11/10/2014, & 5/4/2015

ITEM 3

16.8.16.3 Lots. Moving lot size restrictions from 16.9.1.4 Soil Suitability to this section was proposed last year. In response to subsequent comments and in light of the proposed definition of minimum land area per dwelling unit, which includes similar restrictions, staff now recommends deleting the original 16.9.1.4 lot restrictions

entirely. Remaining changes to this section clarify the prohibition of ‘flag lots’ under “Lot Shape” and reorganize items by priority.

Joint Board/Council workshop held: 9/8, 10/6, 11/10/2014, & 5/4/2015

ITEM 4

16.9.1.4 Soil Suitability. In addition to deleting the outdated soil guide the amendment codifies current practices for soil assessment and soil mapping and reports.

Joint Board/Council workshop held: 9/8, 10/6, 11/10/2014, & 5/4/2015

ITEM 5

16.4.4.1 Inspection of Required Improvements. This provision has been modified to reflect the current practice with regard to inspections of Planning Board approved plans and adds the opportunity for extending such services to smaller, non-board approved plans if necessary.

16.10.3.7 Independent Review/Inspection Review. In addition to changing the title of the provision to *Independent Peer Review* the language has been modified to reflect only the consultation and the procedures for establishing funds from the applicant when consultants are required.

16.10.3.8 Independent Review Applicant Funding. This section is deleted and moved to 16.10.3.7 with modifications.

16.10.8.2.2 Performance Guaranty Conditions. Along with minor clarifications, the proposed amendment adds a provision for retaining ten percent of the guaranty to ensure satisfactory completion on items that often require an establishment period such as vegetated swales, plantings and lawn areas.

16.10.9.1.1 Approved Final Subdivision Plan. The expectation that a pre-construction meeting is held prior to any clearing or earthwork is added to this section of the code.

These amendments were not included in a joint Board/Council workshop.

ITEM 6

16.7.3.5.6 Nonconforming Structure Reconstruction. This provision is proposed to be added to correct what appears to be an unintentional omission in 2010 town amendments/recodification. The code allows for the opportunity to replace a nonconforming structure outside the shoreland zone in-place at its original location. This amendment was not included in a joint Board/Council workshop.

ITEM 7

16.5.2.4 Permit Period. The proposed amendment clarifies the intent to provide an applicant to a building permit the opportunity for a one-time renewal without having to re-pay all the associated fees, only the base application fee. This amendment was not included in a joint Board/Council workshop, however, was discussed at Town Council 4/27 and 5/11/2015 meetings.

ITEM 8

16.9.1.3 Prevention of Erosion. Modifications to this portion of the Code are required to reflect the expectations from Maine DEP for contractors working within the shoreland zone involving erosion and sedimentation control. The Planning Board concurs with staff's recommendation that the provision is applicable town wide. This amendment was not included in a joint Board/Council workshop.

- **16.2.2 Definitions.** Amendment includes and new definitions for:
 - Contractor, excavation.

STATEMENT OF NEED

The Town Council adoption of the subject amendments listed above is required for greater clarity, and updated references and definitions, and up-to-date provisions that allows for more consistency when applying the code, and provides for greater conformance to the Town's Comprehensive Plan

BACKGROUND

The proposed amendments have received review by the Planning Board and the Town Manager's Proposal Review Group. Required public hearings have been properly noticed and held, and four joint workshops with the Council and the Board were held on September 8 and October 6, November 10, 2014 and May 4, 2015 that included items 1 through 4.

FACTS BEARING ON THE EQUATION

- Removing references in Title 16 of the outdated *Soil Suitability Guide For Land Use Planning In Maine* (Item#1) and replacing it with the current practice for assessing soils for development, along with all the other amendments that allow for better clarity, is critical for an equitable application of the Land Use Development Code.
- The Code currently provides no clear method to replace a nonconforming structure outside of the shoreland zone as it did prior to 2010 (Item#6).
- Amendments that offer new provisions are intended to provide up-to-date land use regulations and greater conformance to the Town's Comprehensive Plan.

CURRENT SITUATION

The question to adopt proposed amendments to the Town Code, Title 16 comes before the Council.

PROPOSED SOLUTION/RECOMMENDATION

Schedule a public hearing to be held on September 28, 2015.

RATIONALE FOR THE PROPOSED SOLUTION (INCLUDING COSTS)

There is no budgetary cost to the Town of Kittery with regard to these amendments

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: Land Not Suitable for Development (Current) Net Residential Acreage (Proposed)
Town code section: Title 16, §16.7.8	History: new proposal

ENCLOSURE: CODE AMENDMENT (PG. 2)

1

2 **PURPOSE OF PROPOSAL:**

3

4 This proposal would amend the Town Code, Title 16 which in its present form does not permit the
5 Planning Board to approve most subdivision development where septic systems are required.

6

7 **SUMMARY OF PROPOSAL/AMENDMENT:**

8

9 The proposal would repeal the statutory reliance upon an outdated reference known as *The Soil*
10 *Suitability Guide for Land Use Planning in the State of Maine* and would substitute standards that are
11 consistent with the Comprehensive Plan and best practices (Lines 52-53 & 130-133).

12

13 It would amend the calculation of Net Residential Acreage and Net Residential Density (Lines 160-169),
14 which is currently based on Land Not Suitable for Development (Lines 43-53) and used when
15 establishing the number of dwelling units allowed in a subdivision.

16

17 To arrive at Net Residential Acreage, the amendment would require subtracting the sum of all portions of
18 land wherein dwelling units cannot possibly be built due to wetlands, easements, burying grounds,
19 rights-of-way, etc., or where there are substantial constraints to development (Lines 68-95). In the case
20 of somewhat poorly drained soils partial credit is granted, adding to the buildable net acreage (Lines 90-
21 91). In no case are there instances of double subtraction where different types of land area overlap
22 (Lines 68-69).

23

24 **JUSTIFICATION:**

25

26 Absent this amendment, few new subdivision developments are likely to be approved by the Planning
27 Board because most of the Town's soils are rated as *very poor* and/or *poor* by the outdated Soil
28 Suitability Guide. The amendment would correct this serious problem.

29

30 The current ordinance prohibits septic systems on soils identified as "poor or very poor". The outdated
31 reference classifies most land in Kittery as "poor or very poor". The amendment is necessary before
32 most subdivisions requiring septic systems may go forward.

33

34 This amendment would implement the Comprehensive Plan's requirement to manage density, to protect
35 natural resources and features and to preserve property values. It would be fair to developers and does
36 not burden small land owners because non-subdivision projects would be subject to fewer deductions
37 under the calculation for 'minimum land area per dwelling unit'.

38

39 **FISCAL IMPACT:**

40 None.

41

42 **PROPOSED AMENDMENT**

43 **Article VIII. Land Not Suitable for Development**

44
45 **16.7.8.1 — Locations and Sewage.**

46 The Planning Board may not approve portions of any proposed development that:

- 47 1. ~~Are situated below sea level;~~
48 2. ~~Are located within the one hundred (100) year frequency floodplain as found in the definition;~~
49 3. ~~Are located on land which must be filled or drained, or on land created by diverting a watercourse,~~
50 ~~except the Planning Board may grant approval if central sewage collection and disposal system is provided.~~
51 4. ~~Has any part of the development located on filled tidal wetlands.~~
52 5. ~~Employs septic sewage disposal and is located on soils rated poor or very poor by the Soil Suitability~~
53 ~~Guide for Land Use Planning in the State of Maine.~~

54
55 **Chapter 16.7 GENERAL DEVELOPMENT REQUIREMENTS**

56
57 **Article VIII. Net Residential Acreage**

58
59 **16.7.8.1 Purpose**

60
61 To determine for regulatory purposes the land area suitable for dwelling units. This land area, the net
62 residential acreage, is used to determine the maximum number of dwelling units allowed on a parcel that is
63 subject to subdivision. The total number of dwelling units allowed is equal to the net residential acreage
64 divided by the minimum land area per dwelling unit for a given land use zone.

65
66 **16.7.8.2 Net Residential Acreage Calculation**

67
68 To calculate net residential acreage the land area listed below must be subtracted from a parcel's gross
69 area. Where land areas to be subtracted overlap, the area therein is subtracted once.

- 70 A. All land located below the Highest Annual Tide elevation as published in the Maine DEP Highest Annual
71 Tide (HAT) levels for the most current year.
72 B. All land located within the floodplain as defined in Title 16.2, Flood, One Hundred (100) Year.
73 C. All wetlands as defined in Title 16.2 Wetland, as well as vernal pools, ponds, lakes, streams and other
74 water bodies, including fifty (50) percent of the associated setbacks described in Other Buildings and
75 Structures, Table 16.9, Chapter 9 in this Title.
76 D. All land located on filled tidal lands, per Title 16.2 Tidal Land, Filled.
77 E. All land located within existing rights-of-way and other existing easements wherein dwelling units cannot
78 be built.
79 F. All land located within proposed rights-of-way including parking and travel ways. Driveways are excluded.
80 G. All land isolated from the principal location for development on the parcel by a road/street, existing land
81 uses, or any physical feature, natural or manmade, such that it creates a barrier to the central
82 development of the site and no means of access is proposed nor likely to be provided in the future.
83 However, to demonstrate that identified isolated land may be considered developable for the purpose of
84 this calculation, the applicant must submit a plan and supporting documentation for the Board's
85 consideration.
86 H. All land zoned commercial (C-1, C-2, or C-3).
87 I. All land one (1) acre or more contiguous area with sustained slopes of 20% or greater.
88 J. All land identified as exposed bedrock, and soils with a drainage class of poorly drained, and/or very
89 poorly drained as defined in Title 16.2 Soils.
90 K. Fifty (50) percent of all land characterized as drainage class of somewhat poorly drained, unless public
91 sewer is used, in which case no land area is subtracted.

- 92 L. All land area within a cemetery and burying ground as defined in Title 16.2, including associated setback
93 per MRSA Title13 §1371-A Limitations on construction and excavation near burial sites.
94 M. All land within a Commercial Fisheries/Maritime Uses Overlay Zone or Resource Protection Overlay
95 Zone not included in 16.7.8.2.A-L.
96

97 16.7.8.3 Documentation

98
99 The Net Residential Acreage calculation must be supported by verifiable information and accurate data and
100 be shown on the subdivision plan or other plan when applicable.
101

102 16.7.8.4 Exemptions to Net Residential Acreage Calculations

- 103
104 A. The maximum number of dwelling units for residential development not subject to subdivision is
105 based on minimum land area per dwelling unit defined in Chapter 2 Definitions of this Title.
106
107 B. The creation of dwelling units subject to subdivision within existing buildings that are connected to
108 town sewer and are located in the Mixed Use -Kittery Foreside; Mixed Use-Badgers Island;
109 Residential Village; Business Local; or Business Local -1 zones are exempt from the net residential
110 acreage calculations in 16.7.8.1. Total number of dwelling units permitted is determined by dividing
111 the gross lot area by the minimum land area per dwelling unit allowed in the zone. The exemption
112 is allowed in the above base zones when subject to the Shoreland Overlay Zone.
113

114 **Chapter 16.2 DEFINITIONS**

115 **16.2.2 Definitions**

116
117 Acre means a unit of area equal to 43,560 square feet (about 4047 square meters)
118

119 Acreage means land area measured in acres.
120

121 Tidal Land, Filled means portions of the submerged and intertidal lands that have been rendered by human
122 activity to be no longer subject to tidal action or below the natural low-water mark after October 1, 1975.
123

124 **Soils.**

125 ~~1. "Poorly drained soils" means soils where water is removed so slowly that the water table is at or within~~
126 ~~twelve (12) inches of the ground surface for six to nine months of the year.~~
127

128 ~~2. "Very poorly drained soils" means soils in an area where water is removed so slowly that the water table~~
129 ~~is at or within twelve (12) inches of the ground surface for nine to ten (10) months of the year.~~

130 A soil's drainage class must be determined by a Maine Certified Soil Scientist and based on the most recent
131 Natural Resources Conservation Service Supplemental Key for the Identification of Soil Drainage Class that
132 reflects the Maine Association of Professional Soil Scientists, Key to Drainage Classes. The Key includes
133 among other terms the following:
134

135 **Very Poorly Drained.** Water is removed from the soil so slowly that the water table remains at or
136 above the surface most of the year. A seasonal high water table is at or above the surface from at
137 least October through July and sometimes throughout the year. In August and
138 September the water table may recede below twelve inches. The high water table severely limits
139 the use of these soils for most agricultural, forestry, and urban activities. These soils are hydric
140 and typically support a wetland plant community.
141

142 **Poorly Drained.** Water is removed from the soil so slowly that the soil remains wet most of the
143 year. A seasonal high water table is at or near the surface from October through June. In July,
144 August and September it may recede below sixteen inches. The seasonal high water table limits
145 the use of these soils for most agricultural, forestry, and urban activities. These soils are hydric
146 and typically support a wetland plant community.

147
148 **Somewhat Poorly Drained.** Water is removed from the soil slowly enough to keep it wet for
149 significant periods of time, but not the entire year. A seasonal high water table is at seven inches to
150 sixteen inches in depth from October through May and sometimes June. From July to
151 October it may recede below thirty inches in depth. A seasonal water table limits the use of these
152 soils for some agricultural, forestry and urban activities. These soils are not hydric in
153 Maine, and are commonly found in the transitional landscape positions between wetland and
154 upland soils.

155 **Cemetery and Burying Ground:** A private or public place set apart for the interment of the dead. In the
156 absence of an apparent boundary, i.e., fence, stone wall, survey markers, survey plan, or information from
157 the Kittery Historical and Naval Society or other reliable historic sources, the perimeter of the interment area
158 is determined by starting with a 10-foot distance from existing tombstones and expanded, where necessary,
159 to form a final rectilinear area.

160 **Net residential acreage** means the land area subject to subdivision that is identified for regulatory purposes
161 as developable and is means the gross available acreage less minus the area required for streets or access
162 and less the areas of any portions of the site which are unsuitable for development land area identified as
163 outlined in Article VIII of Chapter 16.7 Net Residential Acreage, unless otherwise exempt in 16.7.8.4
164 Exemptions to Net Residential Acreage Calculation.

166 **Net residential density** means the number of dwelling units in a subdivision per net residential acre. This is
167 calculated by dividing the net residential acreage by the square feet specified as *minimum land area per*
168 *dwelling unit* in the dimensional standards in Title 16.3.2 for the relevant base zone or overlay zone(s) where
169 applicable.

171 **Minimum land area per dwelling unit.**

172 Minimum land area referenced in Chapter 3, Article II Zoning Definitions, Uses, Standards of this Title means
173 the gross area of a parcel not subject to subdivision regulations minus the land area listed below. Where land
174 areas to be subtracted overlap, the area therein shall be subtracted once. For land area subject to
175 subdivision see 'Net Residential Acreage'.

- 176 A. All land located below the Highest Annual Tide elevation as published in the *Maine DEP Highest Annual*
177 *Tide (HAT) levels* for the most current year.
178 B. All wetlands as defined in Title 16.2 *Wetland*, as well as vernal pools, ponds, streams and other water
179 bodies.
180 C. All land located on filled tidal lands, per Title 16.2 *Tidal Land, Filled*.
181 D. All land located within existing rights-of-way and other existing easements wherein dwelling units cannot
182 be built.

184 **Chapter 16.3 LAND USE ZONE REGULATIONS**

185 **Article III. Zone Definitions, Uses, Standards**

187 **16.3.2.1 Residential – Rural R-RL.**

188 **D. Standards**

191 2. Dimensional Standards:

193 Minimum land area per dwelling unit 40,000 square feet*

195 *As per Chapter 16.2 definition of ~~net residential density~~ *minimum land area per dwelling unit* except to
196 exempt properties which are unable to meet the square feet required for a single family dwelling unit,
197 provided the lot was conforming prior to the date of this enactment October 25, 2012. ~~(Ordained 9/24/12; effective~~
198 ~~10/25/12)~~

199
200 3. Subdivision types and standards. (Ordained 9/24/12; effective 10/25/12)

201 Subject to Net residential acreage and Net residential density per 16.2.2.

202 a. Cluster residential development. In a cluster residential development, the above standards may be
203 modified in accordance with special provisions of Article XI of Chapter 16.8, including that there is no
204 minimum lot size ~~land area requirement per dwelling unit~~, and with the conditions that:

205 i. Minimum principal building separation as required by the Fire Chief, but not less than 20 feet.

206 b. Subdivision development (Per Special Exception Uses 16.3.2.1.C.14). In a subdivision development,
207 standards 16.3.2.1.D.1 and 2 apply and include:

208 i. Minimum percentage of Common Open Space 15%.

209

210

211

212 **16.3.2.2 Residential – Suburban R-S.**

213 **D. Standards**

214

215

216 2. Dimensional Standards:

217

218 Minimum land area per dwelling unit*

219 without public sewage disposal 40,000 square feet

220 with public sewage disposal 30,000 square feet

221 unless reduced in accordance

222 with Note A.

223

224 *As per Chapter 16.2 definition of ~~net residential density~~ minimum land area per dwelling unit except to
225 exempt properties which are unable to meet the square feet required for a single family dwelling unit,
226 provided the lot was conforming prior to the date of this enactment October 25, 2012. (~~Ordained 9/24/12; effective~~
227 ~~10/25/12~~)

228

229 3. Subdivision types and standards. (Ordained 9/24/12; effective 10/25/12)

230 Subject to Net residential acreage and Net residential density per 16.2.2.

231 a. Cluster residential development. In a cluster residential development, the above standards may be
232 modified in accordance with special provisions of Article XI of Chapter 16.8, including that there is no
233 minimum lot size ~~land area requirement per dwelling unit~~, and with the conditions that:

234 i. Minimum principal building separation as required by the Fire Chief, but not less than 15 feet.

235

236 b. Subdivision development (Per Special Exception Uses 16.3.2.2.C.10). In a subdivision development,
237 standards 16.3.2.2.D.1 and 2 apply and include:

238 i. Minimum percentage of Common Open Space 15%.

239

240 4. Mobile homes. Mobile homes must meet the standards of Article XI and XIII of Chapter 16.8.

241

242

243 **16.3.2.3 Residential - Kittery Point Village R-KPV.**

244 **D. Standards**

245

246

247 2. Dimensional Standards:

248

249 Minimum land area per dwelling unit 40,000 square feet*

250

251 *As per Chapter 16.2 definition of ~~net residential density~~ minimum land area per dwelling unit except to

252 exempt properties which are unable to meet the square feet required for a single family dwelling unit,
253 provided the lot was conforming prior to the date of this enactment October 25, 2012. ~~(Ordained 9/24/12; effective~~
254 ~~10/25/12)~~
255

256 3. Subdivision types and standards. (Ordained 9/24/12; effective 10/25/12)

257 Subject to *Net residential acreage* and *Net residential density* per 16.2.2.

258 a. Cluster residential development. In a cluster residential development, the above standards may be
259 modified in accordance with special provisions of Article XI of Chapter 16.8, including that there is no
260 minimum lot size land area requirement per dwelling unit, and with the conditions that:

261 i. Minimum principal building separation as required by the Fire Chief, but not less than 15 feet.

262
263 b. Subdivision development (Special Exception Uses 16.3.2.3.C.9). In a subdivision development,
264 standards 16.3.2.3.D.1 and 2 apply and include:

265 i. Minimum percentage of Common Open Space 15%.

267
268 **16.3.2.4 Residential – Urban R-U.**
269 **D. Standards**

270
271
272 2. Dimensional Standards:

273
274 Minimum land area per dwelling unit 20,000 square feet*

275
276 *As per Chapter 16.2 definition of ~~net residential density~~ minimum land area per dwelling unit except to
277 exempt properties which are unable to meet the square feet required for a single family dwelling unit,
278 provided the lot was conforming prior to the date of this enactment October 25, 2012. ~~(Ordained 9/24/12; effective~~
279 ~~10/25/12)~~

280
281 3. Subdivision types and standards. (Ordained 9/24/12; effective 10/25/12)

282 Subject to *Net residential acreage* and *Net residential density* per 16.2.2.

283 a. Cluster residential development. In a cluster residential development, the above standards may be
284 modified in accordance with special provisions of Article XI of Chapter 16.8, including that there is no
285 minimum lot size land area requirement per dwelling unit, and with the conditions that:

286 i. Minimum principal building separation as required by the Fire Chief, but not less than 15 feet.

287
288 b. Subdivision development (Special Exception Uses 16.3.2.4.C.10). In a subdivision development,
289 standards 16.3.2.4.D.1 and 2 apply and include:

290 i. Minimum percentage of Common Open Space 15%.

292
293 **16.3.2.5 Residential - Village R-V.**
294 **D. Standards**

295
296
297 2. The following space standards apply:

298
299 Minimum land area per dwelling unit 4,000 square feet*

300
301 *As per Chapter 16.2 definition of ~~net residential density~~ minimum land area per dwelling unit except to
302 exempt properties which are unable to meet the square feet required for a single family dwelling unit,

303 provided the lot was conforming prior to the date of this enactment October 25, 2012. (Ordained 9/24/12; effective
304 10/25/12)
305

306
307 **16.3.2.6 Residential- Rural Conservation R-RC**
308 **D. Standards**
309

310 2. The following dimensional standards apply:

311
312
313 Minimum land area per dwelling unit 80,000 square feet*

314
315 *As per Chapter 16.2 definition of minimum land area per dwelling unit except to exempt properties which
316 are unable to meet the square feet required for a single family dwelling unit, provided the lot was conforming
317 prior to October 25, 2012.
318

319 3. Subdivision types and standards. (Ordained 9/24/12; effective 10/25/12)

320 Subject to Net residential acreage and Net residential density per 16.2.2.

321 a. Cluster residential development. In a cluster residential development, the above standards may be
322 modified in accordance with special provisions of Article XI of Chapter 16.8, including that there is no
323 minimum lot size land area requirement per dwelling unit, and with the conditions that:

324 i. Minimum principal building separation as required by the Fire Chief, but not less than 20 feet.

325
326 b. Subdivision development (Special Exception Uses 16.3.2.6.C.8). In a subdivision development, the
327 standards 16.3.2.6.D.1 and 2 apply and include:

328 i. Minimum percentage of Common Open Space 15%.

330 **16.3.2.10 Business – Park B-P.**

331 **D. Standards.**
332

333
334 3. Cluster Residential Development. In a cluster residential development, the above standards may be
335 modified in accordance with the special provisions of Article XI of Chapter 16.8, including that there is no
336 minimum lot size land area requirement per dwelling unit, and with the conditions that:

337 i. Minimum Principal building separation as required by the Fire Chief, but not less than 10 feet.

340 **Chapter 16.8 DESIGN AND PERFORMANCE STANDARDS – BUILT ENVIRONMENT**
341

342
343 **16.8.11.5 Application Procedure.**

344 All development reviewed under this Article is subject to the application procedures in Chapter 16.10,
345 Development Plan Application and Review, and the following:

346 A. In addition to the requirements of Chapter 16.10, the following are required at submittal of the Sketch
347 Plan:

348
349 1. Calculations and maps to illustrate:

350 a. proposed dimensional modifications and the dimensional standards required in the zone in which the
351 development will be located;

352 b. ~~non-buildable area (land not suitable for development as defined in Article VIII of Chapter 16.7~~ All land
353 area identified in Title 16.7.8 Net Residential Acreage; and

354 c.—~~net residential acreage and~~ Net Residential Density; and
355 d. open space as defined in Section 16.8.11.6.D.2 of this Article.
356
357

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)

1 **PURPOSE OF PROPOSAL:**

2
3 The proposal would amend 16.8.7.1, currently titled Sanitary Sewer and Septic Disposal to comply with
4 Kittery Town Charter Section 2.14. The charter requires that there be only one topic per ordinance.
5 Items related to sewer would be consolidated in 16.8.7.1. Subsurface wastewater disposal regulations
6 would become 16.8.7.2. (See separate memorandum)

7
8 Revisions align Town Code Title 16 with Title 13 (Public Services/Sewer) and clarify the waiver process.

9
10 **SUMMARY OF PROPOSAL/AMENDMENT:**

11
12 Section 16.8.7.1.A (line 106) would define sewer hook-up requirements for individual structures, as well
13 as for subdivisions, in order to clarify and codify what is current practice.

14
15 Section 16.8.7.1.E (line 127) would permit a developer to request a waiver from the mandatory sewer
16 hook-up requirement should conditions make it infeasible to do. Guidelines for the request and for the
17 Board's deliberations are described. The intent is not to circumvent the requirements in Title 13.1 of the
18 Town Code.

19
20 **JUSTIFICATION:**

- 21
- 22 • These amendments would make sewer hook-up guidelines clearer and easier to find for
23 both developers and owners of single structures with sanitary facilities.
 - 24
 - 25 • Rules governing sewer hook-ups for individual structures would be added to Title 16. The
26 additions would align with and refer readers to Title 13 requirements.
 - 27
 - 28 • Clarifying the process by which a developer may request a waiver from the requirement to
29 hook-up to the Town sewer system would ensure that all requests are treated equitably.

30
31 **FISCAL IMPACT:** None

32
33

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

71

72
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101

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 A. An existing or new dwelling unit or structure that requires wastewater disposal must connect to town sewer
108 where sewer is within 100 feet of the property line and where gravity flow can be obtained per Town Code Title
109 13, Chapter 13.1. Sewer Service System. Individual dwellings and structures in approved and recorded
110 developments where town sewer becomes available as described in this paragraph must connect per the
111 requirements of Title 13, Chapter 13.1. {NEW}

112

113 B. Where town sewer is located within one thousand (1,000) feet of the property line of a commercial or industrial
114 development or a residential subdivision, the developer shall connect to town sewer per the town Wastewater
115 Treatment Department (WTD) specifications. The developer shall provide written certification to the Planning
116 Board from the WTD that the proposed addition to town sewer is within the capacity of the collection and
117 wastewater treatment system. {MOVED FROM 16.8.7.3}

118

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

123

124 D. Proposal and construction drawings must be approved in writing by the town WTD. All required approvals
125 must be secured before the start of final plan review.
126 {MOVED FROM 16.8.7.1.A & F}

127

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

137

138 ~~A. Public sanitary sewer disposal system connections must be installed, in accordance to Article VII o Chapter~~
139 ~~16.8, with proposal and construction drawings reviewed and approved in writing by the servicing sanitary sewer~~
140 ~~agency. {Moved and Modified, SEE 16.8.7.1.D}~~

141

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

145

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

148

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

152

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

155

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

158

159 **16.8.7.2 Subsurface Wastewater Disposal System**

160
161 A. The developer shall submit plans for subsurface wastewater disposal designed by a Maine Licensed Site
162 Evaluator in full compliance with the requirements of the State of Maine Plumbing Code, Subsurface Wastewater
163 Disposal Rules, and this Code. Subsurface wastewater disposal systems (SWDS) must be constructed according
164 to the approved plan. {MODIFIED & MOVED FROM 16.8.7.2}

165
166 B.G. All first-time subsurface wastewater subsurface sewage disposal systems must be installed in
167 conformance with the State of Maine Subsurface Wastewater Disposal Rules and this Code. The Maine
168 Subsurface Wastewater Disposal rules require new systems, excluding fill extensions, to be constructed no less
169 than one hundred (100) feet, horizontal distance, from the normal high water line of a perennial water body. The
170 minimum setback distance for a new subsurface disposal system may not be reduced by variance. {Moved to item
171 1 below} The following also apply:

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

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

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

180
181 C. Replacement of subsurface wastewater disposal systems (SWDS) for existing legal uses:

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

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

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

188 {NEW}

189
190 **16.8.7.2 Design and Standards.**

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

194
195 **16.8.7.3 Public Sewer Connection Required.**

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

201
202 **D. 16.8.7.4 Private Subsurface Wastewater Disposal Systems; on Unimproved Lots Created after April 26,**
203 **1990.**

204
205 A. Where public sewer connection is not feasible, the developer must submit evidence of soil suitability for
206 subsurface sewage wastewater disposal systems, i.e. test pit data and other information as required by the State
207 of Maine Subsurface Wastewater Disposal Rules and this Code. In addition:

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

212
213 2.B. In no instance may a primary or reserve disposal area be permitted on soils or on a lot which requires
214 requiring a First-Time sSystem vVariance Request from per the State of Maine Subsurface Wastewater Disposal
215 Rules.

216
217 3.C. Test pits must be of sufficient numbers (a minimum of two) and so located at representative points within
218 the each disposal area (primary and reserve sites) to assure ensure that the proposed disposal area system can
219 be located on soils and slopes which that meet the criteria of the State of Maine Subsurface Wastewater Disposal

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

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

230 **16.8.7.3 Holding Tanks**

231
232 A. Holding tanks are not allowed for a first-time residential use. {MODIFIED & MOVED FROM 16.8.7.1.G.2}
233
234

235 **Chapter 16.2 DEFINITIONS**

236 **16.2.2 Definitions**

237
238 **Subsurface sewage disposal system** means a collection of treatment tank(s), disposal area(s), holding tank(s)
239 and pond(s), surface spray system(s), cesspool(s), well(s), surface ditch(es), alternative toilet(s), or other devices
240 and associated piping designed to function as a unit for the purpose of disposing of wastes or wastewater on or
241 beneath the surface of the earth. The term does not include any wastewater discharge system licensed under 38
242 M.R.S. §414, any surface wastewater disposal system licensed under 38 M.R.S. §413, §1A, or any public sewer.
243 The term does not include a wastewater disposal system designed to treat wastewater which is in whole or in part
244 hazardous waste as defined in 38 M.R.S. §13.1.
245

246 **Septic System** (see Subsurface wastewater disposal system)
247

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

255 **Wastewater** means any domestic wastewater, or other wastewater from commercial, industrial or residential
256 sources that has attributes similar to those of domestic wastewater. This term specifically excludes hazardous or
257 toxic wastes and materials. (Applicable only to Title 16)
258

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

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: Lots
Town code section: Title 16, §16.8.16	History: Amendment

ENCLOSURE: CODE AMENDMENT

PURPOSE OF PROPOSAL:

Add clarity through changes to sentence structure and general formatting.

SUMMARY OF PROPOSAL/AMENDMENT:

16.8.16.2.A (lines 28-30) Lot shape requirements have been modified slightly to improve clarity as recommended by the Maine Municipal Association's legal department.

JUSTIFICATION:

- This proposal would improve clarity and promote consistency in applying the code.

FISCAL IMPACT: None

18 **CODE AMENDMENT**

19 **CHAPTER 16.8 DESIGN AND PERFORMANCE STANDARDS**

20 **Article XVI. Lots**

21 **16.8.16.1 Dimensions.**

22 The lot size, width, depth and shape and orientation and the minimum building setback lines must be appropriate
23 for the location of the development and for the type of development and use contemplated. The lot configuration
24 should be designed to maximize access to solar energy for building sites with suitable orientation.
25

26 **16.8.16.92 Lot Shape.**

27
28 A. The ratio of lot length to width ~~shall~~must not be more than three to one. ~~Flag-shaped lots are prohibited.~~ and
29 ~~Other odd-shaped lots in which narrow strips are joined to other parcels in order to meet minimum lot size~~
30 ~~requirements are also prohibited. {MOVED AND MODIFIED FROM 16.8.16.9.A}~~
31

32 B. Spaghetti-Lots Prohibited. If any lots in a proposed subdivision have shore frontage on a river, stream, brook
33 or coastal wetland as these features are defined in ~~Code Title~~ 38, M.R.S. §480-B, none of the lots created within
34 the subdivision may have a lot depth to shore frontage ratio greater than five to one.
35 {MOVED FROM 16.8.16.9.B}
36
37

38 ~~16.8.16.2 Off-street Parking. {MOVED AND RENUMBERED; 16.8.16.8 BELOW}~~

39 ~~Depth and width of properties reserved or laid out for all purposes must be adequate to provide for off-street~~
40 ~~parking and service facilities for vehicles required by type of development and use contemplated.~~
41

42 ~~16.8.16.3 Land Subdivision. {MOVED AND RENUMBERED; 16.8.16.10 BELOW}~~

43 ~~The subdividing of land must conform to the requirements of Chapter 16.3.~~
44

45 **16.8.16.43 Double/Reverse Frontage Lots.**

46 Double frontage and reverse frontage lots are to be avoided except where essential to provide separation of
47 residential development from traffic arteries or to overcome specific disadvantages of topography and
48 orientation. A planting screen easement of at least ten (10) feet, across which there may be no right of access, is
49 to be provided along the lot lines abutting such a traffic artery or other disadvantageous use.
50

51 **16.8.16.54 Side-lot Lines.**

52 Side-lot lines must be substantially at right angles or radial to street lines.
53

54 **16.8.16.65 Substantially Larger Lots.**

55 Where a tract is subdivided into lots substantially larger than the minimum size required in the zone in which a
56 subdivision is located, and where no covenants exist to preclude lots from resubdivision, the Board may require
57 that streets and lots be laid out so as to permit future resubdivision in accordance with the requirements
58 contained in these standards.
59

60 **16.8.16.76 Multiple Frontages.**

61 When lots have frontage on two or more streets, the plan and deed restrictions must indicate vehicular access to
62 be located only on the least-traveled way.
63

64 **16.8.16.87 Divided Lots.**

65 If a lot on one side of a stream, tidal water, road or other similar barrier fails to meet the minimum requirements
66 for lot size, it may not be combined with a lot on the other side of such barrier to meet the minimum lot size
67 unless in conformance with Article II of Chapter 16.7.
68

69 ~~16.8.16.9 Lot Shape. {MOVED, MODIFIED AND RENUMBERED; 16.8.16.2 ABOVE}~~

70
71 A. The ratio of lot length to width shall not be more than three to one. ~~Flag lots and other odd-shaped lots in~~
72 ~~which narrow strips are joined to other parcels in order to meet minimum lot size requirements are prohibited.~~
73

74 ~~B. Spaghetti Lots Prohibited. If any lots in a proposed subdivision have shore frontage on a river, stream, brook~~
75 ~~or coastal wetland as these features are defined in Code 38, M.R.S. §480-B, none of the lots created within the~~
76 ~~subdivision may have a lot depth to shore frontage ratio greater than five to one.~~

77
78 **16.8.16.28 Off-street Parking.**

79 Depth and width of properties reserved or laid out for all purposes must be adequate to provide for off-street
80 parking and service facilities for vehicles required by type of development and use contemplated.

81 {MOVED AND ONLY AMENDED SECTION NUMBER}

82
83 **16.8.16.409 Access to Arterial Street.**

84 Where a major subdivision abuts or contains an existing or proposed arterial street, no residential lot may have
85 vehicular access directly onto the arterial street. This requirement must be noted on the plan and in the deed of
86 any lot with frontage on the arterial street.

87
88 **16.8.16.310 Land Subdivision.**

89 The subdividing of land must conform to the requirements of Chapter 16.3.

90 {MOVED AND ONLY AMENDED SECTION NUMBER}

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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: Soil Suitability
Town code section: Title 16, §16.9.1.4	History: Amendment

ENCLOSURE: CODE AMENDMENT

PURPOSE OF PROPOSAL:

The proposal would bring clarity to the law with respect to soil assessment and would codify what is current and best practice.

SUMMARY OF PROPOSAL/AMENDMENT:

Section 16.9.1.4.C (lines 51-64)

This section would codify current best practices as endorsed by the Maine Association of Professional Soil Scientists.

Current section 16.9.1.4.C (lines 85-94)

This section, which contains lot-size restrictions, would be deleted since the minimum land area per dwelling unit has been proposed to include similar restrictions.

Section 16.9.1.4.E (lines 75-76)

This section would require soil reports, class A high-intensity soil surveys and soil mapping for cluster developments and other high-intensity land uses.

Section 16.9.1.4.F (lines 79-83)

This section would permit the Planning Board to grant a waiver from the above requirements for a low-intensity, non-clustered development upon the applicant's request. The Board would be required to consider the report of the Peer Review Engineer prior to granting a waiver.

JUSTIFICATION:

- The current code lacks clarity in describing various soil assessment requirements. It is hard to understand and implement. The amendment would correct these problems.
- Small building projects may not be made to meet the same high standards that are required of high-intensity developments.
- The amendment would permit the Board to grant regulatory relief on a case-by-case basis which will save the applicant both time and money.
- The proposal would amend the ordinance to use current terminology and is consistent with the recommendations of the Maine Association of Professional Soil Scientists.

CODE AMENDMENT

Chapter 16.9 DESIGN AND PERFORMANCE STANDARDS – NATURAL ENVIRONMENT

16.9.1.4 Soil Suitability.

43 A. The requirements and standards of the State of Maine Department of Environmental Protection, Department
44 of Health and Welfare, the latest edition of the State Plumbing Code and this Code must be met.

46 B. All land uses must be located on soils upon which the proposed uses or structures can be established or
47 maintained without causing adverse environmental effects, including, but not limited to, severe erosion, mass
48 soil movement, improper drainage, and water pollution to surface water and groundwater, whether during or
49 after construction. {MOVED FROM 16.9.1.4.E}

51 ~~BC.~~ Any proposed subdivision development requires a soil survey report covering the development based on
52 information from the Maine Natural Resources Conservation Service (NRCS). Where subsurface wastewater
53 disposal is required and Where the Soil Survey for York County or information from the Maine NRCS shows
54 soils with severe restrictions for development, a Class A (High Intensity) Soil Survey must be provided
55 by an accredited a soils scientist, registered certified in the state of Maine, using the standards of high intensity
56 soil mapping as established by the Society of Soil Scientists of Northern New England The survey must be
57 based on the Maine Association of Professional Soil Scientists Standards for Soil Survey, Revised 3/2009 or
58 subsequent revision. must be provided. In addition to evaluating soil properties, the soil scientist shall analyze
59 and document characteristics of surrounding land and water areas, maximum groundwater elevation, presence
60 of ledge, drainage conditions and any other data deemed appropriate by the soil scientist or required by the
61 Planning Board. The soil scientist shall include recommendations for the proposed use to counteract soil
62 limitations where any exist. A Class A Soil Survey must include a written Soil Narrative Report accompanied by
63 a Soil Map that depicts soil delineations and symbols identified in the report. The Soil Map must be prepared at
64 the same scale as that of the development plan with wetlands and floodplain depicted on both. {MOVED AND
65 MODIFIED FROM 16.9.1.4.E}

67 D. When constructing a new dwelling unit on soils identified with severe restrictions, requiring subsurface
68 wastewater disposal and on a lot not subject to subdivision regulation, a Class A (High Intensity) Soil Survey is
69 not required. However, the site's soil suitability must be assessed and documented in a soil report by a Maine
70 certified soil scientist, a Maine certified geologist or Maine licensed site evaluator. Prior to the issuance of a
71 Building Permit, the soil report must be submitted to the Code Enforcement Officer (CEO) for review and
72 assessment of compliance with this Code.
73 {MOVED AND MODIFIED FROM 16.9.1.4.E}

75 E. Cluster residential and cluster mixed-use, commercial or industrial development and similar intensive land
76 uses require a Class A (High Intensity) Soil Survey by a Maine certified soil scientist. {NEW AND CURRENT
77 PRACTICE}

79 F. Where non-clustered development is limited in scale and intensity the developer may request the Class A
80 (High Intensity) Soil Survey required by 16.9.1.4.E. above be waived by the Planning Board. The Board may
81 grant said waiver only after consideration by the town's Peer Review Engineer of the developer's explanation as
82 to why a Class A Soil Survey is not warranted. In the event a Class A Soil Survey is not required, the site's soil
83 suitability must be sufficiently assessed for compliance with this Code. {NEW}

85 ~~C. Lot size determination is as follows:~~

87 ~~1. Areas containing hydric soil may be used to fulfill twenty-five (25) percent of the minimum lot size required~~
88 ~~by this Code, provided that the non-wetland area is sufficient in size and configuration to adequately~~
89 ~~accommodate all buildings and required utilities such as sewage disposal and water supply (including primary~~
90 ~~and reserve leach field locations within required zoning setbacks).~~

92 ~~2. Lots served by municipal water and sewer may use areas of poorly drained soil to fulfill up to fifty (50)~~
93 ~~percent of the minimum required lot size.~~

94 ~~3. No areas of surface water, wetlands, right-of-way, or easement, including utility easements or areas~~
95 ~~designated as very poorly drained soil may be used to satisfy minimum lot sizes, except as noted above.~~
96 ~~{DELETED}~~
97

98 ~~D.G.~~ If the soil report classification is challenged by the applicant, an abutter, a landowner, the CEO, or the
99 Conservation Commission, petition must be made in writing to the Planning Board. With such petition, or a
100 challenge by the Planning Board, the Planning Board shall determine whether a certified qualified soil scientist
101 should conduct an on-site investigation and at whose expense. The soil scientist shall present evidence in
102 written form to the Planning Board, which evidence forms the basis for the Board's decision.
103

104 ~~E. All land uses must be located on soils in or upon which the proposed uses or structures can be established~~
105 ~~or maintained without causing adverse environmental impacts, including, severe erosion, mass soil movement,~~
106 ~~improper drainage, and water pollution, whether during or after construction. Proposed uses requiring~~
107 ~~subsurface waste disposal, and commercial or industrial development and other similar intensive land uses,~~
108 ~~require a soils report based on an on-site investigation and must be prepared by state-certified professionals.~~
109 ~~Certified persons may include Maine certified soil scientists, Maine registered professional engineers, Maine~~
110 ~~certified geologists and other persons who have training and experience in the recognition and evaluation of soil~~
111 ~~properties. The report must be based upon the analysis of the characteristics of the soil and surrounding land~~
112 ~~and water areas, maximum ground water elevation, presence of ledge, drainage conditions, and other pertinent~~
113 ~~data which the evaluator deems appropriate. The soils report must include recommendations for a proposed use~~
114 ~~to counteract soil limitations where any exist. {MODIFIED AND MOVED TO 16.9.1.4.B, C & D ABOVE}~~
115
116

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: none	Title: Various
Town code section: Title 16, §16.4.4.1; 16.10.3.7; 16.10.3.8; 16.10.8.2.2; and 16.10.9.1	History: Amendment

ENCLOSURES: CODE AMENDMENT

1 **PURPOSE OF PROPOSAL:**

2
3 The proposal would bring clarity to the law with respect to inspections and peer-review consultation
4 and would codify what is current practice, specifically with regard to pre-construction meetings.
5

6 **SUMMARY OF PROPOSAL/AMENDMENT:**

7
8 Section 16.4.4.1.A (lines 44-53)

9 This section would codify current practice to hold a pre-construction meeting prior to clearing and
10 earthwork and identifies associated expectations, including: who is authorized to hold such
11 meetings; in what manner are they held and when are they required. The amendment also
12 identifies who the inspecting official is.
13

14 Section 16.4.4.1.B (lines 55-64)

15 This section clarifies the inspection process.
16

17 Section 16.4.4.1.D. (lines 77-80)

18 This new provision clarifies in what manner the required inspection is paid for, through the current
19 provision in Title 3.3 of the Town Code, Applicant Service Account.
20

21 Section 16.10.3.7 (lines 87-127)

22 Revised this section to only focus on peer-review consultation and not inspections. The latter is
23 now in 16.4.4.1.
24

25 Section 16.10.8.2.2 (lines 139-165)

26 This section clarifies the inspection process as it relates to the Town's performance guaranty
27 requirement. Provides more flexibility to the amount of funds deposited for inspection and the
28 provision for a 10% retainage of the performance guaranty to cover construction items that may
29 need additional time to determine compliance, as with installation that involves vegetation.
30

31 **JUSTIFICATION:**

- 32
33 • Amended to read: The amendments would codify the requirement that essential pre-
34 construction meetings are conducted to ensure that all parties are in agreement over
35 how to execute the approved development. The amendment would codify current
36 practice.
37 • The current code lacks clarity in describing the inspection process and peer-review
38 process.
39

40 **FISCAL IMPACT:** None.

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Chapter 16.4 ADMINISTRATION and ENFORCEMENT

16.4.4.1 Inspection of Required Improvements.

A. A pre-construction meeting is required for a Planning Board approved Site Plan, Subdivision Plan, and Right-Of-Way Plan, and for all other plans is at the discretion of the Town Planner. A pre-construction meeting for approved development not subject to Planning Board review is at the discretion of the Code Enforcement Officer. Prior to the commencement of any work associated with development approved in accordance with this Code, the developer or duly authorized representative must provide a schedule of expected construction activities by phase to the inspecting official (the Code Enforcement Officer (CEO) or their representative, or when applicable, the Town's Peer Review Engineer), and coordinate a pre-construction meeting. Attendance at said meeting must at a minimum include authorized representation from the Town, the developer and their General Contractor. Meeting minutes must be prepared by the Town's representative and distributed to all attendees and the Town Planner.

B. A. The developer or General Contractor shall coordinate inspections with the inspecting official and provide written notice ~~at least five~~ ~~seven (7)~~ days prior to commencing each major phase of construction as outlined in the construction schedule. When all phases of work are complete the General Contractor shall request a final inspection from the inspecting official who shall prepare a punch-list of any outstanding items to be completed, within seven (7) days of the final inspection. Once all outstanding items have been completed the developer or the General Contractor shall coordinate a final walk-through where the inspecting official determines if the construction has been completed in accordance with the approved plans. The inspecting official shall provide in writing to the developer or the General Contractor within seven (7) days of the final walk-through what, if any, construction is not complete or confirm that the development is complete and has been constructed according to the approved plans. ~~of required improvements, the applicant or duly authorized representative must notify the CEO, in writing, of the time when construction of such improvements is proposed to commence, so inspection may be made to ensure all specifications are met during the construction of the required improvements, and to insure the satisfactory completion of improvements and utilities required by the Planning Board.~~

~~C. B.~~ If the inspecting official finds, upon inspection of the required improvements, that any of the required improvements have not been constructed in accordance with the ~~Planning Board approved plans and specifications filed by the developer,~~ the inspecting official must report in writing to the ~~Town Planner, Planning Board, CEO and the developer or duly authorized representative of the developer, and when applicable the CEO.~~ The Town Planner shall inform the Planning Board of any issues identified by the inspections. The Town shall take any steps necessary to preserve the municipality's rights.

D. Where applicable and in advance of any construction the developer must deposit sufficient funds for said inspections in an Applicant's Service Account per Title 3.3. The amount is based on a scope of services and fee prepared by the Town's Peer Review Engineer after review of the developer's construction estimate prepared by a professional engineer or a qualified contractor.

Chapter 16.10 DEVELOPMENT PLAN APPLICATION AND REVIEW
Article III. Development Plan Review and Approval Process

16.10.3.7 Independent Peer Review/Inspection Consultant Review.

89 ~~A. All development may be reviewed by an independent review/inspection consultant(s) engaged by the~~
90 ~~Code Enforcement Officer, with the approval of the Town manager, after prior notification to and at the~~
91 ~~expense of the applicant, to assure compliance with all requirements of this Code related to public health,~~
92 ~~safety and welfare and the abatement of nuisances. The estimated costs of such studies must be deposited~~
93 ~~with the Town prior to their undertaking. {MOVED AND MODIFIED. SEE 16.10.3.7.A.1 AS PROPOSED}~~
94

95 ~~A4. The Town Planner, in addition to the Planning Board or, after Town Manager's approval, the Town Planner~~
96 ~~and the Code Enforcement Officer, may require the applicant to pay the cost of an independent consultant or~~
97 ~~specialist engaged by the Town, at the applicant's expense if required by the Town Planner and approved by~~
98 ~~the Town manager, to:~~

99 1. determine compliance with all requirements of this Code related to public health, safety and welfare, and
100 the abatement of nuisances; or {MOVED AND MODIFIED FROM CURRENT 16.10.3.7.A.}

101 2. assist with the technical review of applications submitted for new or amended development. The estimated
102 cost of such a review will be deposited in a Town escrow account prior to the application review/inspection
103 work being conducted. Remaining funds in the account will be returned to the applicant or, at the applicant's
104 option, used to pay any further costs associated with the project application.
105

106 B. When peer-review is required of the applicant, sufficient funds, based on a written estimate by the
107 required consultant, must be deposited in an Applicant's Service Account per Title 3.3, prior to commencing
108 said review and continuing with the review of the development plan application. {NEW}
109

110 ~~2. Compliance Inspection Fees. The reviewing/inspection consultant, upon direction of the Town Planner,~~
111 ~~will be assigned to conduct compliance inspections of the approved new or amended plans to assure~~
112 ~~compliance with the codes and conditions of approval. Inspection compliance reports will become a part of~~
113 ~~the applicant's project file and submitted at agreed to intervals based on the required inspection items~~
114 ~~developed between the Town and the developer following Town approval. Copies of all inspection reports~~
115 ~~will be submitted to the Town Planner, CEO, and project owner or agent. The estimated cost of the~~
116 ~~compliance inspection will be deposited in a Town escrow account prior to the inspection work being~~
117 ~~conducted. Remaining funds in the account will be returned to the applicant or, at the applicant's option,~~
118 ~~used to pay any further costs associated with the project application. {DELETED}~~
119

120 ~~3. Records of application review and inspection reports are public records. {DELETED}~~
121

122 ~~4. Determination of the need for application review and/or compliance inspection is made by the Town~~
123 ~~Planner, with the oversight of the Town manager. The Planning Board will be advised of such requests as~~
124 ~~they occur. {DELETED}~~
125

126 ~~5. As part of each request, feedback about the process will be gathered by the reviewing/inspection~~
127 ~~consultant from the applicant, Planning Board, and planning department, and made a part of the record.~~
128 ~~{DELETED}~~
129

130 **16.10.3.8 Independent Review Applicant Funding.**

131 ~~The Planning Board must require an applicant to pay the costs of an independent consultant or specialist~~
132 ~~whose services the Planning Board may require, at its discretion, to analyze any or all of the application, in~~
133 ~~the Town's interest. {MOVED AND MODIFIED TO 16.10.3.7.A}~~
134

136 **Article VIII. Planning Board Final Plan Action**

137 **16.10.8.2.2 Performance Guaranty Conditions.**

138
139 Where improvements for the common use of future lot or unit owners, lessees or the general public have
140 been approved, the Planning Board must shall require a performance guaranty of an amount sufficient to pay

141 for said improvements as a part of the agreement. The applicant must file with the Town, as a condition for
142 approval of the final plan, a performance guaranty in a form acceptable to the Town-manager.
143 1. The amount must be at least equal to the total cost of furnishing, installing, connecting and completing all
144 street grading, paving, storm drainage and utilities and other improvements specified in the development
145 master plan and shown on the final plan, ~~and~~ In addition, it must guarantee the satisfactory coordination with
146 other related phases of development and satisfactory completion of all specified improvements.
147 2. Where the Planning Board reviews and approves project phasing, the Board may also require the
148 developer to provide performance ~~assurances~~ guaranties directly related to a particular phase or phases of
149 the project where it can be demonstrated that the uncompleted portions thereof do not detrimentally affect
150 the completed development or the current and ongoing development.
151 3. No phase of construction may commence until the required performance ~~assurances~~ guaranties have
152 been met.
153 4. Performance ~~guarantees~~ must be based on professionally prepared cost estimates for all approved
154 infrastructure improvements, and verified by the Town's Peer Review Engineer. The cost estimate must
155 include an additional ten (10) percent cost for contingencies and/or warranty period. ~~include an inspection~~
156 ~~escrow agreement for site inspection equal to two percent of construction costs.~~
157 ~~(Ordained 9/26/11; effective 10/27/11)~~
158 5. Ten (10) percent of the performance guaranty may be retained to cover circumstances where additional
159 time or resources are required for satisfactory final completion of improvements that include, but are not
160 limited to: vegetated swales and slopes, plantings, and lawns. This warranty period may be up to one year
161 from installation.
162 6. Inspection of improvements that require a performance guaranty must be performed at the expense of the
163 applicant and in accordance with Title 16.4.4.1. Inspection funds for construction requiring a performance
164 guaranty shall equal two (2) percent of construction costs unless the Peer Review Engineer provides
165 sufficient reason for a greater amount.
166

167 **Article IX. Post Approval**

168 **16.10.9.1 Post Approval Actions Required.**

169 **16.10.9.1.1 Approved Final Subdivision Plan.**

170
171
172
173 A. An approved subdivision plan must be filed with the York County Registry of Deeds within ninety
174 (90) days from date of such approval. Any plan not so filed and recorded is null and void, unless particular
175 circumstances dictate and upon petition, the Planning Board grants an extension which may not exceed two
176 additional ninety (90) day periods.
177

178 B. Where applicable, the Stormwater and Erosion Control Maintenance Agreement that must be
179 included in the Document of Covenants, Homeowners Documents and/or as riders to the individual deed
180 must be recorded with the York County Registry of Deeds.
181

182 C. A pre-construction meeting, in accordance with Title 16.4.4.1 must be held prior to any clearing or
183 earthwork.

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: none	Title: Nonconforming Structure Reconstruction
Town code section: Title 16, §16.7.3.5.6	History: Amendment

ENCLOSURES: CODE AMENDMENT

PURPOSE OF PROPOSAL:

The proposal would address a provision that was omitted in the 2010 recodification. Prior to 2010 Title 16.28.140 Reconstruction of nonconforming buildings allowed for the in-place replacement of a nonconforming building outside of the Shoreland Zone. This provision allows the Code Enforcement Officer to issue permit for the reconstruction of a nonconforming structure located outside of the Shoreland or Resource Protection Overlay Zones.

SUMMARY OF PROPOSAL/AMENDMENT:

Section 16.7.3.5.6.C (lines 48-53)

The amendment includes most of what was originally in the Code prior to 2010 with the exception that the time period was increased from 12 to 18 months and removal of the clause *or any cause other than the willful act of the owner or his or her agent*, in qualifying the cause of damage.

Section 16.7.3.5.6 (lines 31-70)

The amendment includes minor changes to clarify which provisions apply to the shoreland zone, renumbering and syntax.

JUSTIFICATION:

- The Code currently lacks a provision to allow for the reconstruction of nonconforming structures located outside of the Shoreland or Resource Protection Overlay Zones and
- The amendment corrects what appears to be unintentional omission during the 2010 recodification.

FISCAL IMPACT: None.

Code Amendment

16.7.3.5.6 Nonconforming Structure Reconstruction.

A. In the Shoreland or Resource Protection Overlay Zone(s), Any nonconforming structure which is located less than the required setback from a water body, tributary stream, or wetland and which is removed, damaged or destroyed, by any cause, by more than 50% of the market value of the structure before such damage, destruction or removal, may be reconstructed or replaced provided that a permit is obtained within eighteen (18) months of the date of said damage, destruction, or removal, and provided that such reconstruction or replacement is in compliance with the water body, tributary stream or wetland setback requirement to the greatest practical extent as determined by the Planning Board. ~~(in cases where the structure is located in a Shoreland Overlay of Resources Protection Overlay Zone) or Code Enforcement Officer, in accordance with this Code.~~

B. In the Shoreland or Resource Protection Overlay Zone(s), Any nonconforming structure which is located less than the required setback from a water body, tributary stream, or wetland and removed, damaged or destroyed by any cause ~~through no fault of action by the owner~~ by 50% or less of the market value of the structure before such damage, destruction or removal, may be reconstructed in place if a permit is obtained from the Code Enforcement Officer ~~or the Planning Board (in cases where the structure was located in the Shoreland Overlay or Resources Protection Overlay Zone)~~ within twelve (12) months of the established date of damage or destruction. [Amended and moved; formerly 16.7.3.5.6.D]

C. Outside of the Shoreland or Resource Protection Overlay Zone(s), any nonconforming structure which is removed, damaged or destroyed by any cause may be restored or reconstructed in place if a permit is obtained from the Code Enforcement Officer within eighteen (18) months of the date of said removal, damage or destruction. Such restoration or reconstruction must not make the structure more nonconforming than the prior nonconforming structure. Nothing in this section prevents the demolition of the remains of any building so damaged or destroyed.

D. In the Shoreland or Resource Protection Overlay Zone(s), if the total amount of floor area and volume of the original structure can be reconstructed beyond the required setback area, no portion of the reconstructed structure may be reconstructed at less than the setback requirement for a new structure. When it is necessary to remove vegetation to reconstruct a structure, vegetation will be replanted in accordance with Section 16.7.3.5.4.C, Nonconforming Structure Relocation. Application for a demolition permit for any structure that has been partially damaged must be made to the Code Enforcement Officer. [Amended and moved; formerly 16.7.3.5.6.C]

E. In no case ~~will~~may a structure be reconstructed or replaced so as to increase its non-conformity. In the Shoreland and Resource Protection Overlay Zones, if the reconstructed or replacement structure is less than the required setback it may not be any larger than the original structure, except as allowed pursuant to Section 16.7.3.5.5, Nonconforming Structures Repair and/or Expansion, as determined by the nonconforming floor area and volume of the reconstructed or replaced structure at its new location. [Amended and moved; formerly 16.7.3.5.6.B]

F. In determining whether the structure reconstruction or replacement meets the setback to the greatest practical extent the Planning Board or Code Enforcement Officer must consider, in addition to the criteria in Section 16.7.3.5.4, Nonconforming Structure Relocation, the physical condition and type of foundation present, if any. [Moved; formerly 16.7.3.5.6.E]

END

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: none	Title: Permit Period {Renewal Fee}
Town code section: Title 16, §16.5.2.4	History: Amendment

ENCLOSURES: CODE AMENDMENT

PURPOSE OF PROPOSAL:

The proposal would address a May 11, 2015 Town Council resolution that anticipates a code amendment to allow for the renewal of a building permit that includes only the base application fee.

SUMMARY OF PROPOSAL/AMENDMENT:

Section 16.5.2.4.A (lines 33-36)

This provisions allows for a single one-time renewal if work has not commenced within six months with payment of the base application fee (\$25 for residential work and \$100 for commercial work as outlined in Appendix A). The renewal is only good for six months, after which time, if work still has not commenced, all fees are due for the re-issuance of the building permit.

Section 16.5.2.4.B-C (lines 38-45)

This portion of the amendment clarifies the process for receiving approval to extend a building permit if work is not completed within two years and supports the double fee for after-the-fact permits as outlined in Appendix A.

JUSTIFICATION:

- The Code currently lacks clear direction relating to the renewal of a building permit and
- The amendment provides for better correlation between the Code and the Fee Schedule in Appendix A

FISCAL IMPACT: None.

Code Amendment

26 **16.5.2.4 Permit Period.**

27 A permit expires if the Code Enforcement Officer determines no substantial work has been commenced
28 within six (6) months from date of issue. A permit expires if work is not substantially complete within two (2)
29 years from date of issue. Expired permits may be renewed upon written request and justifiable cause
30 demonstrated to the Code Enforcement Officer's satisfaction. application and payment of a renewal fee.
31 Written request for renewal must be made prior to the permit expiration.
32

33 A.. The permit may be renewed one time only for a single six (6) month period to commence work, upon
34 payment of the base application fee. If the Code Enforcement Officer determines substantial work has not
35 commenced upon expiration of the six (6) month renewal period, a new permit application and payment of all
36 applicable new permit fees must be submitted.
37

38 B. The permit may be renewed one time only for a single six (6) month period to complete work, upon
39 payment of the base application fee. If work is not substantially complete as determined by the Code
40 Enforcement Officer upon expiration of the six (6) month renewal period, a new permit application and
41 payment of all applicable new permit fees must be submitted based on the value of the remaining permitted
42 work.
43

44 C. Any work commenced or completed without the issue of a permit as required by this Code is subject to an
45 after-the-fact permit with all applicable fees doubled.

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: none	Title: Various {subject is contractor certification for erosion control}
Town code section: Title 16, §16.9.1.3 and §16.2.2	History: Amendment

ENCLOSURES: CODE AMENDMENT

1 PURPOSE OF PROPOSAL:

2
3 The proposal would bring clarity to the law with respect to contractors excavating within the
4 town, especially within the shoreland zone and would codify what is currently the expectation
5 from the Maine DEP, specifically with regard to proper executing of erosion and sedimentation
6 control.

7
8 SUMMARY OF PROPOSAL/AMENDMENT:

9 Section 16.9.1.3.A.1 (lines 37-47)

10 This section would codify what is recommended and is included in the Maine DEP shoreland
11 zone rules and regulations (MRSA 38, §439-B. Contractors certified in erosion control).

12
13 Section 16.9.1.3.A.2 (lines 49-52)

14 This provision clarifies the intention of the amendment and exempts property owners doing their
15 own work on their property.

16
17 JUSTIFICATION:

- 18
19
- 20 • Having contractors certified in the proper methods to ensure adequate erosion and
 - 21 sedimentation control while excavating is crucial in the shoreland zone and is good
 - 22 practice for the remaining areas in town.
 - 23 • The current code lacks the authorization for the Town to enforce a best management
 - 24 practice for managing erosion and sedimentation on properties with significant
 - 25 excavation.
 - 26 • The amendment codifies good practice and what is likely to be mandated by the
 - 27 Maine DEP in the near future.

28
29 FISCAL IMPACT: None.

Code Amendment

30 **16.9.1.3 Prevention of Erosion.**

31

32 A. No person may perform any act or use the land in a manner which would cause substantial or
33 avoidable erosion, create a nuisance, or alter existing patterns of natural water flow in the Town. This
34 does not affect any extractive operations complying with the standards of performance specified
35 elsewhere in this Code.

36

37 1. When an excavation contractor as defined in 16.2.2 performs an activity that requires or results in more
38 than one (1) cubic yard of soil disturbance, the person responsible for management of erosion and
39 sedimentation control practices on site must be certified in erosion control practices by the Maine
40 Department of Environmental Protection. This person must be present at the site each day earthmoving
41 activity occurs for a duration that is sufficient to ensure that proper erosion and sedimentation control
42 practices are followed. This is required until erosion and sedimentation control measures have been
43 installed, which will either stay in place permanently or stay in place until the area is sufficiently
44 stabilized with vegetation necessary to prevent soil erosion. The name and certification number of the
45 person who will oversee the activity causing or resulting in soil disturbance shall be included on the
46 permit application. Excavation contractors will have one (1) year from the date of the adoption of this
47 subsection to comply with certification requirements.

48

49 2. The above requirement of 16.9.1.3.A.1 does not apply to a property owner performing work
50 themselves, or a person or firm engaged in agriculture or timber harvesting when best management
51 practices for erosion and sedimentation control are used; or municipal, state and federal employees
52 engaged in projects.

53

54 B. All development must generally comply with the provisions of the “Environmental Quality Handbook
55 Erosion and Sediment Control” published by the Maine Soil and Water Conservation Commission.
56 ~~Special consideration will be given to the following:~~ The developer must:

57

58 1. Select a site with the right soil properties, including natural drainage and topography, for the intended
59 use;

60

61 2. Utilize for open space uses those areas with soil unsuitable for construction;

62

63 3. Preserve trees and other vegetation wherever possible;

64

65 4. Hold lot grading to a minimum by fitting the development to the natural contour of the land, avoid
66 substantial areas of excessive grade;

67

68 5. Spread jute matting, straw or other suitable material during construction in critical areas subject to
69 erosion;

70

- 71 6. Construct sediment basins to trap sediment from runoff waters during development. Expose as small an
72 area of subsoil as possible at any one time during development and for as short a period as possible;
73
- 74 7. Provide for disposing of increased runoff caused by changed land formation, paving and construction,
75 and for avoiding sedimentation of runoff channels on or off the site;
76
- 77 8. Plant permanent, and where ~~application~~ applicable indigenous, vegetation and install structures as soon
78 as possible for the purpose of soil stabilization and revegetation;
79
- 80 9. All logging or woodlot roads must be located, constructed and maintained in conformance with the
81 erosion prevention provisions of “Permanent Logging Roads for Better Woodlot Management”, published
82 by the U.S. Department of Agriculture.
83
- 84 C. Where the Board has required a stormwater management and erosion control plan, said plan ~~shall~~ must
85 be endorsed by the York County Soil and Water Conservation District or found satisfactory by the
86 Town’s Engineering peer reviewer. (Ordained 9/26/11; effective 10/27/11)
87
- 88 D. All activities which involve filling, grading, excavation or other similar activities that potentially may
89 result in unstable soil conditions, and which require a permit, must be made known in a written soil
90 erosion and sedimentation control plan in accordance with the “Maine Erosion ~~&and~~ Sediment Control
91 ~~Best Management Practices (BMPs)~~ Field Guide for Contractors”, ~~March 2003~~ 2015 and as amended. The
92 plan must be submitted to the permitting authority for approval and must include, where applicable,
93 provisions for:
94
- 95 1. mulching and re-vegetation of disturbed soil;
 - 96
 - 97 2. temporary runoff control features such as ~~hay~~ straw bales, silt fencing, filter socks or diversion ditches;
98
 - 99 3. permanent stabilization structures such as retaining walls or riprap.
100
- 101 E. To create the least potential for erosion, development must be designed to fit with the topography and
102 soil of the site. Areas of steep slopes where high cuts and fills may be required are to be avoided wherever
103 possible, and natural contours must be followed as closely as possible.
104
- 105 F. Erosion and sedimentation control measures apply to all aspects of the proposed project involving land
106 disturbance, and must be in operation during all stages of the activity. The amount of exposed soil at
107 every phase of construction must be minimized to reduce the potential for erosion.
108
- 109 G. Any exposed ground area must be temporarily or permanently stabilized in accordance with the
110 ““Maine Erosion ~~&and~~ Sediment Control ~~Best Management Practices (BMPs)~~ Field Guide for
111 Contractors”, ~~March 2003~~ 2015 and as amended.
112

113 H. Natural and man-made drainage ways and drainage outlets must be protected from erosion from water
114 flowing through them. Drainage ways must be designed and constructed in order to carry water from a
115 twenty five (25) year storm or greater, and be stabilized with vegetation or lined with riprap.

116
117

118
119 **16.2.2 Definitions.**

120 As used in this title:

121

122 **Contiguous lots** means lots which adjoin at any line or point, or are separated at any point by a body of
123 water less than fifteen (15) feet wide.

124

125 **Contractor, excavation** means a person engaged in the action or process of excavating, or creating a
126 cavity in the earth by means of cutting, digging or scooping. This excludes municipal, State and federal
127 employees conducting work associated with their employment; timber harvesters conducting timber
128 harvests; farmers conducting agriculture activities; or property owners performing work themselves.

129

130 **Convalescent care facility** means a facility that is licensed by the State of Maine to provide nursing care
131 to persons during periods of recovery or rehabilitation. The facility provides nursing care and related
132 rehabilitation services. The facility does not provide hospital services except as incidental to the delivery
133 of nursing care. A convalescent care facility does not include any facility that is defined as an eldercare
134 facility.