



TOWN OF KITTERY

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

KITTERY TOWN COUNCIL

November 23, 2020

6:00PM

The public may submit public comments for the DISCUSSION agenda item via email, US Mail, or by dropping written comments in the Drop Box outside the Town Hall entrance. Emailed comments should be sent to TownComments@kitteryme.org.

The public may also participate in the meeting via Zoom webinar. **Register in advance for the webinar at** https://us02web.zoom.us/webinar/register/WN_pIPF4Yn-SNC4knUOUr4qaA

After registering, you will receive a confirmation email containing information about joining the webinar. Webinar participants will be able to submit questions and comments during a public hearing.

Comments received by **noon on the day of the meeting** will become part of the public record and may be read in whole or in summary by the Council Chair.

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
 - June 8, 2020
 - June 15, 2020

Due to the Declaration of a State of Emergency for the State of Maine and Town of Kittery, this meeting will be held remotely in accordance with LD 2167. The meeting will be broadcast on Channel 22, Facebook, and live broadcast from the Town's website.

8. Interviews for the Board of Appeals and Planning Board
 - a. (110220-1) The Kittery Town Council moves to interview the following candidates for one (1) vacancy on the Board of Appeals for appointment of all terms to expire 12/31/2023. The applicants are as follows:
 - Robert Kaszynski
 - Cameron Hamm (interviewed on 11-9-2020)
 - Robert Gray (interviewed on 11-9-2020)
9. All items involving the town attorney, town engineers, town employees or other town consultants or requested offices.
10. PUBLIC HEARINGS
 - a. (110220-2) The Kittery Town Council moves to hold a public hearing on Title 10 Love Lane One Way.
11. DISCUSSION
 - a. The public may submit public comments in writing or raise their hand in the webinar for the DISCUSSION agenda.
 - b. Chairperson will read written comments into the record.
 - c. Chairperson's response to public comments.
12. UNFINISHED BUSINESS
13. NEW BUSINESS
 - a. Donations/gifts received for Council disposition
 - b. (110220-3) The Kittery Town Council moves to approve the Standing Committee Appointments.
 - c. (110120-4) The Kittery Town Council moves to approve Council Rules.
 - d. (110220-5) The Kittery Town Council moves to appoint the Animal Control Working Group.
 - e. (110220-6) The Kittery Town Council moves to approve a Credit Enhancement Agreement for 76 Dennett Road and orders the Town Manager to execute the

Due to the Declaration of a State of Emergency for the State of Maine and Town of Kittery, this meeting will be held remotely in accordance with LD 2167. The meeting will be broadcast on Channel 22, Facebook, and live broadcast from the Town's website.

Credit Enhancement Agreement on behalf of the Town of Kittery.

- f. (110220-7) The Kittery Town Council moves to approve a renewal Liquor License application from The Black Birch located at 2 Government Street, Kittery.
- g. (110220-8) The Kittery Town Council moves to adopt a Resolution Authorizing Redemption of the Town's 2010 Bonds and the Issuance of Refunding Bonds in Principal Amount not to Exceed \$3,960,000 and that an attested copy of said Resolution be included with the meeting minutes.
- h. (110220-9) The Kittery Town Council moves to schedule a Public Hearing on December 14, 2020 on Title – 2 Administrative Code – Paid Time Off.
- i. (110220-10) The Kittery Town Council moves to approve the appointment of David Gibson to the Kittery Climate Adaptation Committee for a three-year term to expire 12/31/2023.
- j. (110220-11) The Kittery Town Council moves to authorize the Town Manager to close departments with the exception of essential personnel, the day after Thanksgiving, November 27, 2020, with the understanding that employees will use their personal accumulated time.
- k. (1101220-12) The Kittery Town Council moves to appoint a Councilor to interview Wanda Dorlean along with Chair, Bob Guay for an appointment to the KCC Board of Directors for a three-year term to expire 12/31/2023.
- l. (110220-13) The Kittery Town Council moves to appoint a to interview Gerry Luke along with Chair, Bob Guay for an appointment to the KCC Board of Directors for a three-year term to expire 12/31/2023.
- m. (110220-14) The Kittery moves to appoint a Councilor to interview Rose Eppard along with Chair, Bob Guay for an appointment to the KCC Board of Directors for three-year term to expire 12/31/2023.

14. COUNCILOR ISSUES OR COMMENTS

15. COMMITTEE AND OTHER REPORTS

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

16. EXECUTIVE SESSION

Due to the Declaration of a State of Emergency for the State of Maine and Town of Kittery, this meeting will be held remotely in accordance with LD 2167. The meeting will be broadcast on Channel 22, Facebook, and live broadcast from the Town's website.

- a. (110220-15) The Kittery Town Council moves to enter into Executive Session with the Town Attorney in accordance with MRS Title 1 §405(6)(E) to consult on legal rights and duties of the Town Council where premature general public knowledge would clearly place the Town at a substantial disadvantage.

17. ADJOURNMENT

Posted: November 19, 2020

Due to the Declaration of a State of Emergency for the State of Maine and Town of Kittery, this meeting will be held remotely in accordance with LD 2167. The meeting will be broadcast on Channel 22, Facebook, and live broadcast from the Town's website.



TOWN OF KITTERY

Office of the Town Manager

200 Rogers Road, Kittery, ME 03904

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

kamaral@kitteryme.org

Town Manager's Report to the Town Council November 23, 2020

- 1. Holiday Parade and Events** – With great sadness, I can confirm the Holiday Parade is canceled this year due to the pandemic. I have been in contact with Mr. Dennett of the Kiwanis about the annual Holiday Parade and Tree Lighting. We agreed that the parade and tree lighting event could not safely be conducted this year. We will be lighting the tree for the holiday season.

Though we cannot have a parade, we are working on developing alternative programming to help bring some cheer. We hope to see Santa Claus, have festive decorations, and safe activities families can do to celebrate in Kittery. Please stay tuned for more information in the coming days.

- 2. Fort Foster/Pocahontas Parking** – Over the years, abutting neighbors of Fort Foster have raised concerns and complaints about the traffic/parking/congestion on Pocahontas around the Fort Foster gate. Complaints include vehicles blocking private property access, dog waste and litter left on the side of the road, unsafe vehicle turnarounds and unsafe pedestrian access.

Since the start of the pandemic Fort Foster has grown in popularity. The Town has tried to address crowding at the gate and safe pedestrian access when the gate is closed, by limiting parking directly adjacent to the gate (for safe turnaround space) and along one side of the road.

On October 29, a meeting was held with three neighbors to discuss the issues, challenges and options. The meeting included myself, Chief Richter, DPW Commissioner David Rich, and Councilor Judy Spiller. A member of the Parks Commission was invited to participate; however their designee was unable to attend due to scheduling conflicts.

In the meeting, we discussed various ideas, and the potential benefits and challenges of each. There are a wide range of options that have varying degrees of capacity to address the identified issues. There are also potential costs that would require new revenue through tax increases, fee increases, or other sources.

I am seeking Council direction on next steps for evaluating and proposing a resolution.

- 3. Thanksgiving** – I want to wish everyone a safe and happy Thanksgiving. The meaning of the holiday has a new sense of relevance as we sort through the ups and downs of 2020.

We are encouraging Kittery residents to follow the Maine CDC guidelines this holiday season and help keep each other safe.

Upcoming Dates:

- Town Offices Closed for Thanksgiving – November 26 and November 27
- Letters to Santa – December 1-16, Kittery Community Center

- Gingerbread House Decorating (Take Home) – December 8, Kittery Community Center
- Dog Registration Deadline – January 31, Town Hall

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Kendra', with a long horizontal flourish extending to the right.

Kendra Amaral
Town Manager

KITTERY TOWN COUNCIL Unapproved Minutes

JUNE 8, 2020

Remote Meeting

6:00 PM

1 1. Call to Order

2 2. Introductory

3 3. Pledge of Allegiance

4 4. Roll Call

5 Councilors present: Charles Denault, Jeffrey Pelletier, Jeffrey Thomson, Kenneth Lemont,
6 Cyrus Clark, Vice Chair Matt Brock, and Chair Judith Spiller.

7 5. Agenda Amendment and Adoption

8 Adoption - Replace item 7. Acceptance of Previous Minutes with The Kittery Town Council
9 statement condemning acts of Racism

10 Adoptions - Under New Business, Donations/gifts received for Council disposition The Kittery
11 Town Council moves to accept a donation in the amount of \$2000.00 from Cyrus Clark for the
12 Educational Recycling Scholarship Fund.

13 Amendment – Under item s. (060120-21) The Kittery Town Council moves to amend the
14 summer meeting schedule, those dates are July 13, July 23, August 10 and August 24. Dates
15 changed to July 13, July 27, August 10 and August 24.

16 Amendment – Under item q. (060120-19) The Kittery Town Council moves to schedule a Public
17 Hearing on Title – 6 Animal Control on July 22, 2020. Date changed to July 27, 2020.

18 Moved by Councilor Thomson, seconded by Councilor Denault.

19 Motion Carried 7-0-0

20 6. Town Manager's Report

21 The Town Manager wanted to thank the students, the organizers and participates that put
22 together the march on Saturday June 6, 2020, she stated it was a peaceful and meaningful
23 march. She also wanted to thank to the Kittery Police Department for their collaboration with the
24 organizers.

25 The Town Manager reported on: COVID-19 Update, Boards, Commissions, Committee
26 Meetings, Pepperrell Cove Parking Lot, Legion Pond Watershed Study, Joint Land Use Study,
27 Vernal Pool Citizen Upcoming Dates: KEEP Property Tax Applications Due – June 30, Senior
28 Tax Credit Program Applications Due – July 1, State Primary Election and Town Meeting Ballot
29 – July 14.

30 7. The Kittery Town Council statement condemning acts of Racism.
 31 Chair Spiller read the statement condemning acts of Racism.
 32 Chair Spiller moved the statement condemning acts of Racism, seconded by Councilor
 33 Thomson.
 34 Motion Carried 7-0-0
 35 8. All items involving the town attorney, town engineers, town employees, or other town
 36 consultants or requested offices.
 37 a. (060120-1) The Kittery Town Council moves to recognize the recipients of the 2020
 38 Educational Recycling Scholarships.
 39 Councilor Denault gave an overview of the 2020 Educational Recycling Scholarships and how
 40 the scholarship funds have reduced over the years. Councilor Denault also recognized the
 41 recipients.

<u>Traip Students</u>	<u>Amount</u>
Emma Ackerman	\$650
Madelyn Battcock-Emerson	\$650
Morgan Hoyt	\$650
Molly Stites	\$650
Jarod Johnson	\$650
Emma McGonigle	\$650
Julia Campion	\$650
Other Recipients	
Lilly Kemp	\$600
Rachel Potter	\$500
Jen Clifford	\$450
Isabelle Woollacott	\$450
Samuel Battcock-Emerson	\$450
Total Scholarships Issued	\$7000

42
 43 b. (060120-2) The Kittery Town Council moves to receive a presentation from the Town
 44 Manager on the FY21 Municipal Budget.
 45 The Town Manager gave the presentation on the FY21 Municipal Budget.
 46 9. DISCUSSION -

47 a. Public comments will be received via email, mail, or the Town Hall Drop Box up until noon the
48 day of the meeting.

49 b. Chairperson will read comments into the record.

50 Chair Spiller read the follow correspondence:

51 Michael Roberts 14 Fernald Road Kittery, Maine - Mr. Roberts expressed his concerns of
52 unleashed dogs on Seapoint Beach.

53 Dianne Fallon 27 Miller Road Kittery Maine – Ms. Fallon spoke about the Memorandum of
54 Understanding.

55 Gary Seward 39 Picott Road Kittery, Maine – Mr. Seward spoke about walking in the rally on
56 Saturday.

57 Robert McDonough 48 Old Post Road Kittery, Maine – Mr. McDonough spoke about invasive
58 aquatic plants.

59 Craig Wilson 22 Charles Hill Road Kittery Point, Maine - Mr. Wilson comment on the Police
60 officer Webster who prevented a person from committing suicide.

61 c. Chairperson’s response to public comment.

62 Michael Roberts 14 Fernald Road Kittery, Maine, Chair Spiller stated the Council was looking
63 into the Dog Ordinance and on July 27th there would be a Public Hearing and making some
64 changes requiring dogs to be on a leash.

65 Dianne Fallon 27 Miller Road Kittery Maine, Chair Spiller stated the Council would address the
66 MOU (Memorandum of Understanding) later in the Agenda.

67 Gary Seward 39 Picott Road Kittery, Maine, Chair Spiller stated she and the Town Manager had
68 discussed what the town could do to move Social Justice forward and to begin a community
69 conversation.

70 Robert McDonough 48 Old Post Road Kittery, Maine, Chair Spiller stated the Town Manager
71 had discussed the Legion Pond Watershed Study in her report.

72 Craig Wilson 22 Charles Hill Road Kittery Point, Maine, Chair Spiller stated that we all are
73 thanking and saluting Officer Webster for his Heroic act.

74 10. New Business

75 a. Donations/gifts received for Council disposition -

76 (060120-3) The Kittery Town Council moves to accept a check in the amount of \$178.00 from
77 Sandra Wing to be deposited into the Thresher Memorial Fund.

78 Moved by Councilor Thomson, seconded by Councilor Denault.

79 Motion Carried 7-0-0

80 The Kittery Town Council moves to accept a donation in the amount of \$2000.00 from Cyrus
81 Clark for the Recycling Scholarship Fund.

82 Councilor Denault thanked Councilor Clark on the behalf of the Recycling Scholarship Fund
83 Committee.

84 Councilor Clark stated he was glad he was able to donate.

85 Moved by Councilor Denault, seconded by Councilor Pelletier.

86 Motion Carried 7-0-0

87 b. (060120-4) The Kittery Town Council moves to approve a new Victualer's License Application
88 pending a successful inspection from Hattapon's Thai Kitchen 27 Bourne Avenue, Wells, Maine.
89 For Hattapon's Thai Kitchen Food Truck located at 230 US Route 1 Kittery, ME.

90 Moved by Councilor Thomson, second by Councilor Denault

91 Motion Carried 7-0-0

92 c. (060120-5) The Kittery Town Council moves to approve a new Victualer's License Application
93 pending a successful inspection from Clam Hut Hospitality, Inc., doing business as Bob's Clam
94 Hut, 315 US Route 1 Kittery, ME.

95 Moved by Councilor Thomson, seconded by Councilor Pelletier.

96 Motion Carried 7-0-0

97 d. (060120-6) The Kittery Town Council moves to approve a new Liquor License Application
98 pending a successful inspection from Clam Hut Hospitality, Inc., doing business as Bob's Clam
99 Hut, 315 US Route 1 Kittery, ME.

100 Moved by Councilor Thomson, seconded by Councilor Pelletier.

101 Motion Carried 7-0-0

102 e. (060120-7) The Kittery Town Council moves to approve a renewal Liquor License Application
103 pending a successful inspection from Suzanne's Village Café & Bistro LLC, 436 US Route 1
104 Kittery, Maine for Misto! 436 US Route 1 Kittery, ME.

105 Moved by Councilor Thomson, seconded by Councilor Pelletier.

106 Motion Carried 7-0-0

107 f. (060120-8) The Kittery Town Council moves to approve a renewal Liquor License Application
108 pending a successful inspection from Maine Ocean Lobster, LLC PO Box 904 Kittery, Maine for
109 The Pointe, 31 Badger's Island West Kittery, ME.

110 Moved by Councilor Thomson, seconded by Councilor Pelletier.

111 Motion Carried 7-0-0

112 g. (060120-9) The Kittery Town Council moves to approve a renewal Liquor License Application
113 pending a successful inspection from Chios Pizza, Inc. 49 Griffin Road, Portsmouth, NH for
114 Town Pizza Restaurant 15 Wentworth Street Kittery, ME.

115 Moved by Councilor Thomson, seconded by Councilor Pelletier.

116 Motion Carried 7-0-0

117 h. (060120-10) The Kittery Town Council moves to approve a Special Activity Amusement
118 permit for Misto! 436 Route 1 Kittery, ME.

119 Moved by Councilor Thomson, seconded by Councilor Pelletier.

120 Motion Carried 7-0-0

121 I. (060120-11) The Kittery Town Council moves to approve a Special Activity Amusement permit
122 for The Pointe, 301 US Route 1 Kittery, ME.

123 Moved by Councilor Thomson, seconded by Councilor Pelletier.

124 Motion Carried 7-0-0

125 j. (060120-12) The Kittery Town Council moves to approve a Special Activity Amusement permit
126 for Paved Paradise-Kittery Food Truck Pod, 230 US Route 1 Bypass Kittery, ME.

127 Moved by Councilor Thomson, seconded by Councilor Pelletier.

128 Motion Carried 7-0-0

129 k. (060120-13) The Kittery Town Council moves to schedule a Public Hearing on June 15, 2020
130 to approve an ordinance entitled "Ordinance Approving Additional Local funds for School
131 Budget for Fiscal Year 2020-2021".

132 Moved by Councilor Thomson, seconded by Councilor Pelletier.

133 Motion Carried 7-0-0

134 l. (060120-14) The Kittery Town Council moves to schedule a Public Hearing on June 15, 2020
135 to approve an ordinance entitled "Ordinance Approving School Budget for Fiscal Year 2020-
136 2021".

137 Moved by Councilor Thomson, seconded by Councilor Pelletier.

138 Motion Carried 7-0-0

139 m. (060120-15) The Kittery Town Council moves to schedule a Public Hearing on July 13, 2020
140 regarding Warrant Articles for the July 14, 2020 Municipal Budget Election.

141 Moved by Councilor Thomson, seconded by Councilor Pelletier.

142 Motion Carried 7-0-0

143 n. (060120-16) The Kittery Town Council moves to schedule a Public Hearing on June 22, 2020
144 on FY21 Municipal Budget and Enterprise Fund.

145 Moved by Councilor Thomson, seconded by Councilor Pelletier.

146 Motion Carried 7-0-0

147 o. (060120-17) The Kittery Town Council moves to schedule a Public Hearing on Title 5 - Short
148 Term Rentals on June 22, 2020.

149 Moved by Councilor Thomson, seconded by Councilor Pelletier.

150 Motion Carried 7-0-0

151 p. (060120-18) The Kittery Town Council moves to schedule a Public Hearing on Title 10 –
152 Walker Street on June 22, 2020.

153 Moved by Councilor Thomson, seconded by Councilor Pelletier.

154 Councilor Denault, Councilor Lemont, and Vice Chair Brock expressed their concerns with Title
155 10 – Walker Street.

156 Jeffrey Pelletier, Jeffrey Thomson, Kenneth Lemont, Cyrus Clark, Vice Chair Matt Brock, and
157 Chair Judith Spiller voted yes.

158 Charles Denault voted no.

159 Motion Carried 6-1-0

160 q. (060120-19) The Kittery Town Council moves to schedule a Public Hearing on Title – 6
161 Animal Control on July 27, 2020.

162 Moved by Councilor Thomson, seconded by Councilor Pelletier.

163 Motion Carried 7-0-0

164 r. (060120-20) The Kittery Town Council moves to the discuss the proposed MOU
165 (Memorandum of Understanding) on the Library Capital Campaign effort.

166 The Town Manager gave an overview of the proposed Memorandum of Understanding on the
167 Library Capital Campaign effort.

168 No actions taken.

169 s. (060120-21) The Kittery Town Council moves to amend the summer meeting schedule, those
170 dates are July 13, July 27, August 10 and August 24.

171 Councilor Thomson moved to amend the summer meeting schedule, seconded by Councilor
172 Denault.

173 Motion Carried 7-0-0

174 11. Council Issues or Comments

175 Councilor Denault – Councilor Denault commented on getting aerators at Legion Pond, thanked
176 Police Officer Mike Webster who saved a person trying to commit suicide. He also spoke about
177 the traffic at the Shipyard. Thanking Councilor Clark for his donation to the Educational
178 Recycling Scholarship awards.

179 Councilor Clark – Councilor Clark stated everyone needs a hug.

180 Vice Chair Brock – Vice Chair Brock asked everyone to Socially distance themselves. He also
181 expressed how pleased he was with how well the Kittery Police worked with the people there to
182 demonstrate on Saturday.

183 Councilor Lemont – Councilor Lemont thanked Councilor Clark for his generosity, spoke about
184 Retail Marijuana, and finally he requested the Dog officer be at the Public hearing on July 27th.

KITTERY TOWN COUNCIL Unapproved Minutes

Special Meeting - Requested by Chair Spiller

JUNE 15, 2020

Remote Meeting

6:00 PM

1 1. Call to Order

2 2. Introductory

3 3. Pledge of Allegiance

4 4. Roll Call

5 Councilors present: Charles Denault, Jeffrey Pelletier, Jeffrey Thomson, Kenneth Lemont,
6 Cyrus Clark, Vice Chair Matt Brock, and Chair Judith Spiller.

7 5. PUBLIC HEARINGS

8 a. (060220-1) The Kittery Town Council moves to hold a public hearing to approve an ordinance
9 entitled "Ordinance Approving Additional Local funds for School Budget for Fiscal Year 2020-
10 2021".

11 Moved by Councilor Thomson, seconded by Councilor Pelletier.

12 Councilor Thomson asked the School Superintendent whether the Maine Department of
13 Education annually reviews the essential service and program allocation, and if there are any
14 communities that simply do the state mandated allocation.

15 The School Superintendent stated that no school could function on the essential service and
16 program allocation and he explained why.

17 Motion Carried 7-0-0

18 b. (060220-2) The Kittery Town Council moves to hold a public hearing to approve an ordinance
19 entitled "Ordinance Approving School Budget for Fiscal Year 2020-2021".

20 Chair Spiller read a letter from Joshua Cormier, 91 Picott Road Kittery, Maine. Mr. Cormier
21 expressed his concerns with the education funding.

22 Moved by Councilor Thomson, seconded by Councilor Pelletier.

23 Motion Carried 7-0-0

24 6. DISCUSSION – Discussions limited to the matters on the agenda for this meeting

25 a. Discussion by members of the public - Public comments will be received via email mail, or the
26 Town Hall Drop Box up until noon the day of the meeting. - None

27 b. Chairperson will read comments into the record. - None

28 c. Chairperson's response to public comment. - None

185 Councilor Thomson – Councilor Thomson stated he and the Town Manager discussed the
186 congestion of Pedestrian traffic going to and from Portsmouth NH over the back-channel bridge
187 and the Memorial bridge, and suggested working with Portsmouth to encourage a one-way
188 Pedestrian traffic. Maine DOT approved and New Hampshire DOT disapproved. Also, Councilor
189 Thomson asked the Council consensus to working with the City of Portsmouth and getting the
190 word out recommending a one-way Pedestrian traffic.

191 Council agreed.

192 12. Executive Session –

193 Councilor Thomson moved to go into Executive Session at 8:24 p.m., seconded by Councilor
194 Pelletier.

195 Motion Carried 7-0-0

196 a. (060120-22) The Kittery Town Council moves to go into Executive Session with the Town
197 Manager in accordance with M.R.S. Title 1§405 (6) (C) to discuss consideration of interest in
198 real property.

199 Councilor Thomson moved to come out of Executive Session, seconded by Councilor Pelletier.

200 Motion Carried 7-0-0

201 13. ADJOURNMENT

202 Councilor Thomson moved to adjourn, seconded by Councilor Pelletier.

203 Motion Carried 7-0-0

Submitted by Kim Tackett

Disclaimer: The following minutes constitute the author's understanding of the meeting. Whilst every effort has been made to ensure the accuracy of the information, the minutes are not intended as a verbatim transcript of comments at the meeting, but a summary of the discussion and actions that took place. For complete details, please refer to the video of the meeting on the Town of Kittery website.

29 7. ADJOURNMENT

30 Moved by Councilor Thomson, seconded by Councilor Pelletier.

31 Motion Carried 7-0-0

Submitted by Kim Tackett

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TOWN OF KITTERY, MAINE
TOWN CLERK'S OFFICE
 200 Rogers Road, Kittery, ME 03904
 Telephone: (207) 475-1328 Fax: (207) 439-6806

RECEIVED

DEC 10 2018

BY: MEM @ S. Olan

APPLICATION FOR APPOINTMENT TO TOWN BOARDS

NAME: Robert J. Kaszynski

RESIDENCE: 4 COVE LANDING ; KITTERY, ME 03904

MAILING (if different) _____

E-MAIL ADDRESS: RKASZ@COMCAST.NET PHONE #: (Home) ²⁰⁷ 439-1768 (Work) ^{CELL 663} 566-0360

Please check your choice:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Board of Appeals | <input type="checkbox"/> Board of Assessment Review |
| <input type="checkbox"/> Conservation Commission | <input type="checkbox"/> Mary Safford Wildes Trust |
| <input type="checkbox"/> Comprehensive Plan Update Committee | <input type="checkbox"/> Shellfish Conservation Committee |
| <input type="checkbox"/> Education Scholarship Committee | <input checked="" type="checkbox"/> Economic Development Committee |
| <input type="checkbox"/> Parks Commission | <input type="checkbox"/> Open Space Committee |
| <input checked="" type="checkbox"/> Port Authority | <input checked="" type="checkbox"/> Planning Board |
| <input type="checkbox"/> Personnel Board | <input type="checkbox"/> Other _____ |

EDUCATION/TRAINING: BA degree; US Army (LTC); US Postal Inspector

RELATED EXPERIENCE (Including other Boards and Commissions) _____

Past Board of Appeals member; PERSONNEL BOARD member

PRESENT EMPLOYMENT: Retired (Federal Law Enforcement)

ARE YOU A REGISTERED VOTER OF THE TOWN OF KITTERY Yes No

ANY KNOWN CONFLICT OF INTEREST (please read back of application): NONE

REASON FOR APPLICATION TO THIS BOARD: Community Involvement + Assistance

I HAVE ___/HAVE NOT ATTENDED AT LEAST TWO MEETINGS OF THE BOARD FOR WHICH APPLICATION IS BEING MADE. I AGREE TO ATTEND ALL MEETINGS, EXCEPT FOR SICKNESS OR EMERGENCY, AND WILL ADVISE THE CHAIRPERSON WHEN I AM UNABLE TO ATTEND, IF APPOINTED.

Please read the back of this application before signing.

Robert J. Kaszynski
 SIGNATURE OF APPLICANT

12-6-18
 DATE

Original App



TOWN OF KITTEERY, MAINE

TOWN CLERK'S OFFICE

200 Rogers Road, Kittery, ME 03904

Telephone: (207) 475-1328 Fax: (207) 439-6806

APPLICATION FOR APPOINTMENT TO TOWN BOARDS

NAME: Cameron Hamm

RESIDENCE: 3 Philbrick Lane Unit 1

MAILING (if different) _____

E-MAIL ADDRESS: cjhamm19@gmail.com

PHONE #: (H) N/A (W) (207) 438-1000 (C) 913-609-1409

Please check your choices and list in order of priority by marking 1,2,3, etc.:

- | | |
|---|---|
| <u>6</u> Board of Appeals | <u>4</u> Board of Assessment Review |
| <u>6</u> Conservation Commission | <u>8</u> Board of Trustees of Trust Funds |
| <u>5</u> Comprehensive Plan Committee | <u>9</u> Shellfish Conservation Committee |
| <u>14</u> Education Scholarship Committee | <u>10</u> Economic Development Committee |
| <u>13</u> Parks Commission | <u>11</u> Kittery Port Authority |
| <u>2</u> Planning Board | <u>12</u> KCC Board of Directors |
| <u>1</u> Kittery Climate Adaptation Committee | <u>3</u> Library Advisory Committee |
| <u>7</u> Kittery Celebration Committee | Other _____ |

EDUCATION/TRAINING: Bachelors of Science in Marine Engineering Systems

RELATED EXPERIENCE (Including other Boards and Commissions) _____
Club president of an ethical society that discussed current events. Vice-Chairman of the Regimental Honor Board of Midshipmen. Possesses leadership and communicative skills coupled with a strong desire to contribute and work with others!

PRESENT EMPLOYMENT: Portsmouth Naval Shipyard

ARE YOU A REGISTERED VOTER OF THE TOWN OF KITTEERY Yes No

ANY KNOWN CONFLICT OF INTEREST (please read back of application): _____
No.

REASON FOR APPLICATION TO THIS BOARD: To serve and to make a difference in this community I am new to.

I HAVE /HAVE NOT ATTENDED AT LEAST TWO MEETINGS OF THE BOARD FOR WHICH APPLICATION IS BEING MADE. I AGREE TO ATTEND ALL MEETINGS, EXCEPT FOR SICKNESS OR EMERGENCY, AND WILL ADVISE THE CHAIRPERSON WHEN I AM UNABLE TO ATTEND, IF APPOINTED.

Please read the back of this application before signing.

SIGNATURE OF APPLICANT

12/15/2019

DATE



JAN 15 2020
JG

TOWN OF KITTERY, MAINE

TOWN CLERK'S OFFICE

200 Rogers Road, Kittery, ME 03904

Telephone: (207) 475-1328 Fax: (207) 439-6806

APPLICATION FOR APPOINTMENT TO TOWN BOARDS

NAME: Bob GRAY

RESIDENCE: 14 MANSON RD KITTERY ME 03904

MAILING (if different) SAME

E-MAIL ADDRESS: dochoh1@comcast.net

PHONE #: (H) 207-439-9613 (W) _____ (C) 207-337-4689

Please check your choices and list in order of priority by marking 1,2,3, etc.:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Board of Appeals | _____ Board of Assessment Review |
| _____ Conservation Commission | _____ Board of Trustees of Trust Funds |
| _____ Comprehensive Plan Committee | _____ Shellfish Conservation Committee |
| _____ Education Scholarship Committee | _____ Economic Development Committee |
| _____ Parks Commission | _____ Kittery Port Authority |
| _____ Planning Board | _____ KCC Board of Directors |
| _____ Kittery Climate Adaptation Committee | _____ Library Advisory Committee |
| _____ Kittery Celebration Committee | Other _____ |

EDUCATION/TRAINING: H.S. EXTENSIVE COST & JOB SPECIFIC TRAINING

RELATED EXPERIENCE (Including other Boards and Commissions) 42 years ENGINEERING
ENG. MANAGEMENT, SPECIFICATION & TEST PLAN WRITING, REVIEWING &
IMPLEMENTATION - PRESIDENT KITTERY HISTORICAL & NAVAL SOC. TOWN CELEBRATION
COMMITTEE

PRESENT EMPLOYMENT: RETIRED

ARE YOU A REGISTERED VOTER OF THE TOWN OF KITTERY Yes No

ANY KNOWN CONFLICT OF INTEREST (please read back of application): NONE

REASON FOR APPLICATION TO THIS BOARD: COMMUNITY INVOLVEMENT

I HAVE HAVE NOT ATTENDED AT LEAST TWO MEETINGS OF THE BOARD FOR WHICH APPLICATION IS BEING MADE. I AGREE TO ATTEND ALL MEETINGS, EXCEPT FOR SICKNESS OR EMERGENCY, AND WILL ADVISE THE CHAIRPERSON WHEN I AM UNABLE TO ATTEND, IF APPOINTED.

Please read the back of this application before signing.

Bob Gray
SIGNATURE OF APPLICANT

1/15/2020
DATE



TOWN OF KITTERY

200 Rogers Road, Kittery, ME 03904

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

REPORT TO TOWN COUNCIL

Meeting Date: November 9, 2020
UPDATED: November 23, 2020
From: Kendra Amaral, Town Manager
Subject: Trial Traffic Control – Love Lane One Way Permanent
Councilor Sponsor: Councilor Cyrus Clark

EXECUTIVE SUMMARY

The Town, working with MDOT, implemented a demonstration project on Love Lane, including a trial one-way designation to reduce the morning cut-through traffic, and installation of temporary pedestrian lanes on both sides of the road. The Council approved an emergency ordinance in September to implement the demonstration project for sixty days, starting October 12. The emergency ordinance is due to expire December 13.

The proposed amendment would make Love Lane a one-way permanently.

BACKGROUND

Love Lane has seen a great deal of cut through traffic, specifically in the early morning from the PNSY employees. This traffic impacts the quality of life and safety of the residents on Love Lane. The JLUS study identified a “road diet” for Love Lane as a catalytic strategy for addressing the PNSY traffic impacts on the town. A road diet can include the decrease of lane widths, addition of sidewalks and bicycle lanes, and other measures that reduce speeds, make the street safer for multi-modal transit and reduce cut-through traffic.

In October, the Town implemented the demonstration project which made Love Lane one-way from Lutts Avenue in a westerly direction, at all times. The designation does not apply to the two properties (commercial and mixed-use) that directly front State Road. The Town also installed temporary traffic bollards to establish pedestrian lanes on both sides of the road.

Adjustments had to be made early in the implementation of the demonstration project, as delivery services were unable to pull out of the travel lane to deliver packages. As a result, the bollards were moved to create greater gaps between them. This change was made within the first four days of implementation of the demonstration project.

The Police Department collected speed and traffic data a few days prior to implementation of the demonstration project; and speed and traffic data during the demonstration project. Though the data for the “during the demonstration project” is limited to a few weekdays so far, it does begin

show changing traffic patterns. Attached are two charts the first showing the traffic counts, for vehicles traveling in both directions, pre- and during the demonstration project. The second shows vehicles traveling over 27 MPH heading east to west pre and during the demonstration project.

In a single day, during the pre-demonstration period, 848 vehicles traveled west to east, (towards Gate 1) between the hours of 4AM and 6AM. The single-hour peak recorded was 469 vehicles between the hours of 5AM and 6AM. The one-way designation eliminates this traffic entirely.

Speeds appear to be reducing for vehicles traveling east to west (away from Gate 1) since installation of the demonstration project. The installation of the pedestrian lanes is likely creating the desired traffic calming effects by making the travel lane more narrow than pre-demonstration conditions.

To note, the data is limited and additional counts and speed analysis would be beneficial. If made permanent, a different solution for the pedestrian lanes will be needed during the winter/snow season. Data should be collected during the winter period to show any variations.

Town staff and Councilors have been fielding written feedback from residents on and near Love Lane. The feedback has been primarily positive, with residents noting an improvement in quality of life, and safer pedestrian experiences.

The Town Manager has spoken with Captain Ettlich at the PNSY, who did not indicate any negative impacts on the shipyard traffic flow or operations.

The Town staff hosted a Zoom meeting for the residents of Love Lane and the connector roads, on November 10th. Sixteen households and the Church of Christ representative (who also lives on Love Lane) participated in the meeting, along with Councilor Clark. Additionally, the Town has received some feedback from residents that do not live on or adjacent to Love Lane.

The feedback has overwhelmingly been positive so far. The Church representative did note that some congregants may still be having a hard time finding the church. There is a Christ Church sign at the intersection of Love Lane/Lutts Ave/Rogers Rd. Additional signage can be looked if deemed beneficial to address the issue raised by the Church.

Staff have not been able to identify *major* shifts in traffic on alternate routes as a result of the Love Lane change. This is not intended to suggest that there are not traffic issues on other Kittery roads between Route 95 to Gates 1 and 2, rather, is intended to note that a significant shift in traffic issues has not been detected as a direct result of the demonstration project.

STATEMENT OF NEED

Making the one-way designation for Love Lane is a matter of Council action. Signage is already in place, and preliminary enforcement completed.

Maintaining safe pedestrian lanes through the winter will be a challenge. Due to snow operations, the Town will need to remove the temporary bollards for the winter. Striping can be put in place of the bollards but striping is dependent on outside temperatures and the availability of the contractor. Estimated cost to stripe Love Lane is approximately \$500 - \$1,000.

Ultimately, sidewalks should be planned for Love Lane if it is intended to remain a one-way. Installing sidewalks will be a multi-million-dollar project. To fund this in the near term, the Town would have to abandon other commitments and identified priorities, issue debt, or significantly increase the CIP funding (raise taxes) to fund a project of this magnitude. Once sidewalks are installed the road cannot go back to a two-way road, due to width limitations. If the Council approves the permanent one-way designation, adding sidewalks to Love Lane will be placed on the “On the Horizon” list of projects incorporated into the CIP for future consideration.

PROPOSED SOLUTION/RECOMMENDATION

Approve amendment as proposed.

ATTACHMENTS

- Draft Title 10 Amendments Love Lane One Way
- Draft Title 10 Enactment
- Volume and Speed Charts
- Public Comments received as of November 18, 2020

**TITLE 10
LOVE LANE ONE WAY**

AMEND § 10.2.1 One-way streets at all times to include Love Lane:

- 1 The following streets are designated one-way streets at all times:
- 2 A. Government Street, in an easterly direction, beginning 185 feet from the intersection of Otis
3 Avenue, to intersection of Walker and Wentworth Streets;
- 4 B. Hunter Street, in a northerly direction;
- 5 C. Jones Avenue, beginning 105 feet from its intersection with Walker Street, in a southerly direction
6 to Government Street;
- 7 D. Mitchell School Lane, from Route 103 to the Mitchell School playground;
- 8 E. Newmarch Street, in a southerly direction;
- 9 F. Traip Avenue, beginning at its southern intersection with Wentworth Street, in a northerly direction;
- 10 G. Williams Avenue, at its westerly intersection with Whipple Road, is to be one-way at its entrance in
11 a southerly direction for a distance of 180 feet, and one way in a northern direction at Map 9 Lot 15
12 to the intersection of Whipple Road.
- 13 H. Love Lane, in a westerly direction, from Lutts Avenue to 150 feet east of the intersection with State
14 Road.

**KITTERY TOWN CODE
TITLE 10
LOVE LANE ONE WAY**

1 **AN ORDINANCE** relating to the municipality's authority for Town governance to give due and
2 proper attention to its many demands pursuant to the Town Charter, Federal law, and Maine
3 Revised Statutes, and more particularly where set forth in Maine Revised Statutes Title 30-A,
4 Municipalities and Counties.

5 **WHEREAS**, the Kittery Town Council is authorized to enact this Ordinance, as specified in
6 Sections 1.01 and 2.07(3) of the Town Charter; 30-A MRS §3001, pursuant to its powers that
7 authorize the town, under certain circumstances, to provide for the public health, welfare,
8 morals, and safety, and does not intend for this Ordinance to conflict with any existing state or
9 federal laws; and

10 **WHEREAS**, the Town seeks to address safety concerns for residents along Love Lane and
11 reduce cut through traffic resulting from the Portsmouth Naval Shipyard; and

12 **WHEREAS**, the Town implemented a 60-day demonstration project to test the benefits and
13 impacts of Love Lane being a one-way; and

14 **WHEREAS**, the one-way designation for Love Lane was proven to reduce traffic, increase
15 pedestrian safety, and the improve quality of life for Love Lane residents;

16 **NOW THEREFORE**, IN ACCORDANCE WITH TITLES 30-A MRS §3001 AND TOWN
17 CHARTER §2.14 THE TOWN OF KITTERY HEREBY ORDAINS AN AMENDMENT TO TOWN
18 CODE TITLE 10 ONE WAY AT ALL TIMES, AS PRESENTED.

19 .

20 **INTRODUCED** and read in a public session of the Town Council on the ____ day of _____,
21 20____, by: _____ {NAME} Motion to approve by Councilor
22 _____ {NAME}, as seconded by Councilor _____ {NAME} and
23 passed by a vote of _____.

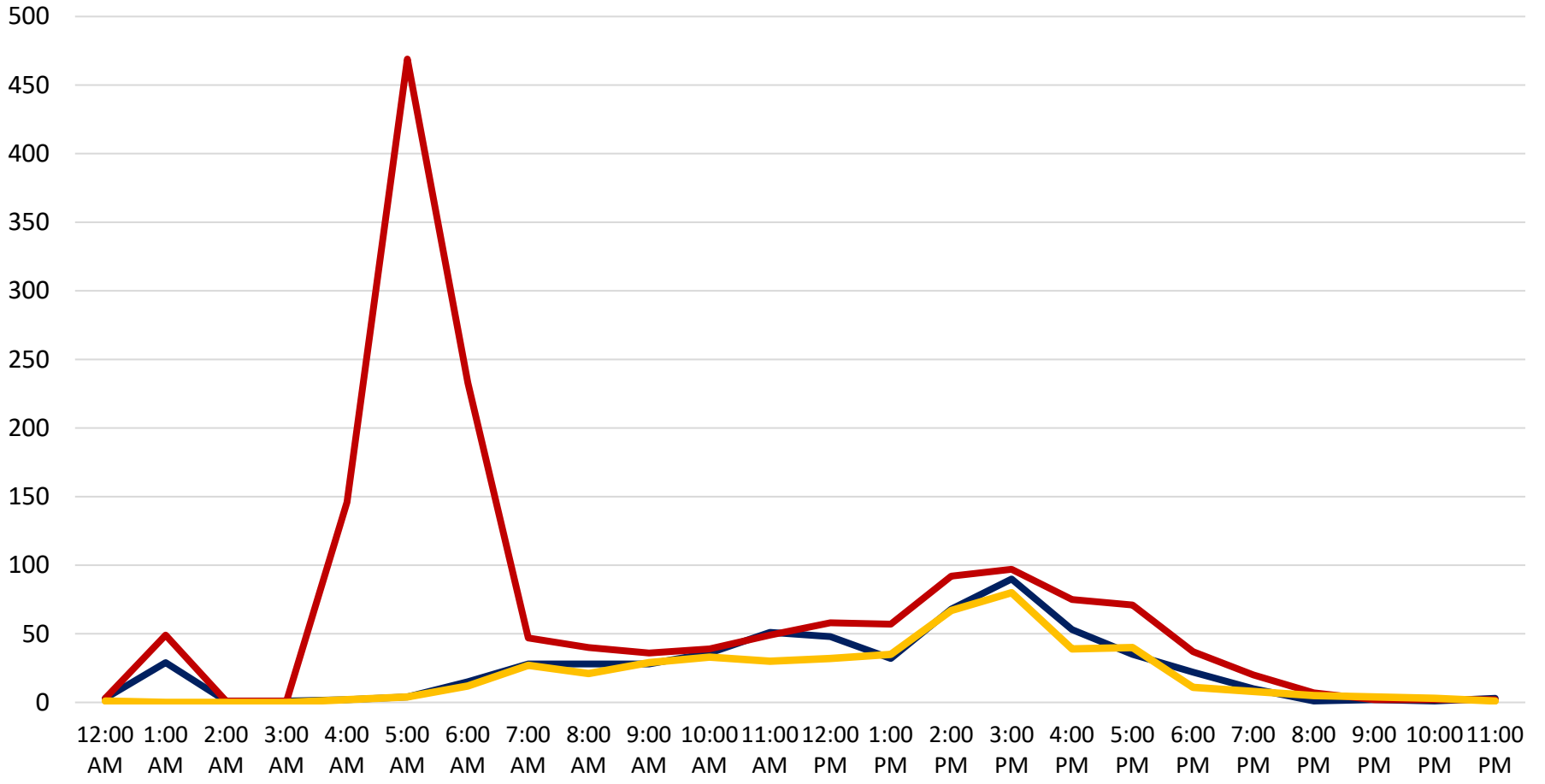
24 **THIS ORDINANCE IS DULY AND PROPERLY ORDAINED** by the Town Council of Kittery,
25 Maine on the ____ day of _____, 20____, {NAME}, _____, Chairperson

26 **Attest:** {NAME}, _____ Town Clerk

DAY

Sum of Total

Love Lane Demonstration Project Total Vehicles Per Hour



Status Direction

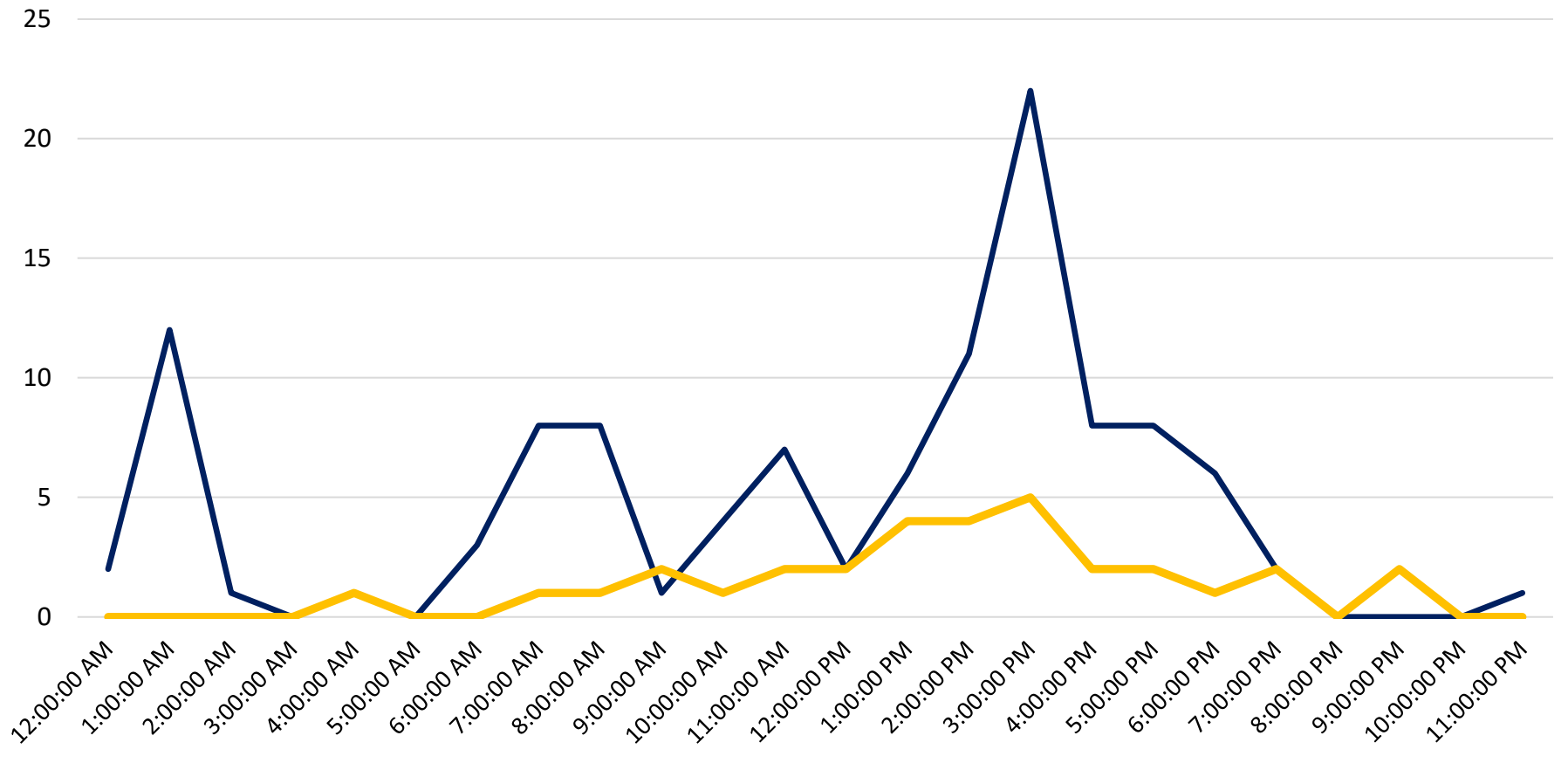
Pre-Demonstration Project - East to West Pre-Demonstration Project - West to East Demonstration Project - East to West

TIME

DAY

Sum of Over Speed Limit

Love Lane Demonstration Project Vehicles Traveling Over 27 MPH East to West




Status

— Pre-Demonstration Project — Demonstration Project

TIME

Love Lane One Way Feedback

Dan Fraser <>

Wed 11/18/2020 3:34 PM

To:town comments <tcomments@kitteryme.org>;

Hello,

I am writing to provide feedback on making love lane one way. While I certainly understand the concerns of traffic on the street, I feel that the conversion of the lane has unnecessarily increased the challenges of navigating Kittery for people of the town. Being such an old town with limited roads, there are only so many ways of connecting destinations. For residents, when there is an influx of traffic caused by seasonal tourists, the shipyard, or bridges, it is hugely advantageous to have alternate routes for local traffic to bypass areas of congestion. It is important to the quality of life in the town to keep these secondaries open.

I am a resident of an equally pivotal cut through road which I would not be in favor of restrictions being placed on, because I recognize that it is necessary to load balance traffic to prevent bottlenecks. It is manageable to deal with the increased traffic for a couple hours a day and on weekends as tourists return south.


I would like to add consideration to the fact that the town is ever expanding, and traffic is going to continue to get worse, especially now that the town is entertaining and approving large projects like the Dennett Road Apartments. This growth will continue to increase strain on roads and the residents who have to deal with the ensuing traffic.

For Love Lane, it is my opinion that techniques to reduce the speed of travel should be considered to combat residents' concerns, but I do not support the "one way" as it unnecessarily restricts local traffic in an established bypass road.

Thank you,

Dan

Public Hearing - Title – 10 Love Lane One Way

Tim Greenlaw < >

Wed 11/18/2020 11:21 AM

To:town comments <tcomments@kitteryme.org>;

I am writing to express my support to make Love Lane one way permanently. I often walk in the area and it is much safer now. I think it would make more sense to paint a walking lane on one side, rather than the pylons. But regardless, I will be disappointed if it returns to the high speed two way road of the past.

Thanks

Tim Greenlaw
22 Traip Ave

Love Lane Oneway

Michael Kelso < >

Tue 11/17/2020 12:18 PM

To:town comments <tcomments@kitteryme.org>;

Thank you for doing the trial oneway on Love lane.

In my opinion it has been a large step in showing the improvement in having Love Lane as one way from Route one to Rogers road. Pedestrian traffic is much safer with lower traffic, walking lanes and slowing of some traffic passing through. The reduction of morning traffic has allowed better sleeping.

I encourage council members to make Love Lane permanently one way.

Thank you

--

Michael Kelso

Mainecarpenter@gmail.com

Kendra Amaral

From: James Penfold <[REDACTED]>
Sent: Monday, November 16, 2020 9:22 AM
To: Kendra Amaral
Subject: Love Lane comments

Good morning Kendra,

Thanks so much for hosting the zoom call (and sending out the old school postcards helped in notifying us) This is such a great way to engage with the community and one the town should continue post pandemic where appropriate (we are grateful for your after hours time...)

Here are my comments:

We are overwhelmingly positive about the change.

I wonder if the reason for the increased traffic has been google maps finding alternate routes when others are backed up? This is a byproduct of technology that Love Lane simply cannot support.

Benefits:

Safer

Increases foot and cycling traffic (does this fit with the town's overall plan to expand non motorised transport options?)

Reduces congestion at the intersection with route 1. We have found that the traffic has increased significantly here over the past 5 years to the point that traffic backs up at times especially when the shipyard traffic is leaving. By removing vehicles from turning into love lane it will at least make it somewhat easier to turn left onto route 1.

We are encouraged to walk and bike to golden harvest etc as an alternative to walking to Wallingford square. When the weather is acceptable it can often be more trouble to take a car than jump

On a bike. This enhances these locations as commerce centers now that they are walkable in a way that Wallingford square has become an attraction. It will take time, but it's a start.

Suggestions.

Add a striped bike lane to make drivers feel the lane is narrower to "calm" them

Add striping at the intersection of all access roads to further make it clear not to turn the wrong way.

Add visible signage to alert churchgoers to the alternate route. To offset the impact - Would it help the church to add signs along the "detour" route so they actually gain greater awareness than currently exists?? If this is an issue with town regulations, could it be temporary for a couple of years?

Thank you.

James

Love Lane

Lorrie Sanger <[REDACTED]>

Tue 11/10/2020 7:10 AM

To: town comments <tcomments@kitteryme.org>; Adam Causey <ACausey@kitteryme.org>;

To whom it may concern,

I am supportive to the one way change on Love Lane.
It really has been a pleasure to return to a full night of sleep.
The traffic that has been using the one way has been respectful of the speed limit.
I have felt safer when doing yard work and when walking daily on our road.
Community members have reported to me that they overall like the one way.

My only suggestion is that there be one pedestrian lane on the North or even numbered side of the road. I believe two separate lanes would be confusing and the width of Love lane does not safely allow for that. The other concern is the drainage on the south side that would create a lot of uneven areas. That could create unsafe walking and biking.

Thank you,

Lorrie Sanger
21

[Sent from Yahoo Mail for iPad](#)

From: STEPHEN WEBBER <[REDACTED]>
Date: November 15, 2020 at 5:10:59 PM EST
To: "chdenault2@gmail.com" <chdenault2@gmail.com>
Cc: "klemont@comcast.net" <klemont@comcast.net>
Subject: Love Lane One Way Street

Chuck,

This email is to follow up, as you requested, with regard to our meeting that you and Ken Lemont had with myself and John Higgins on November 5, 2020 to address and provide our inputs on the subject of making Love Lane a One Way street here in the Town of Kittery on a twenty-four hour seven days a week basis. As we discussed, it is our belief that in doing so will in fact meet the requests and purported needs of the residents of Love Lane but, it will also impact all the residents of the Town of Kittery in such a manner as to limit their ability to navigate freely through the community. It is understandable that shipyard workers using Love Lane as a short cut in the mornings to gain easier and sometimes quicker entrance into the shipyard, is a nuisance and a significant inconvenience for its residents and excluding West to East travel on the street will relieve this problem. However, as we expressed in our discussion, I believe there are far more reaching effects as a result of doing so. And they are:

1. Love Lane residents who live below George Street down to Rogers Road desiring to go to the post office, Walgreens, ACE hardware or even St. Raphael's Church will exit their property traveling from East to West then turning right onto George Street traversing down to Rogers Road then proceeding on to their destination(s) further to the East. It's only a guess as to how well this will be received by the residents of George Street as the traffic load increases as a result. My guess, not too well.
2. To reach those same destinations as in item 1. residents that live on Love Lane West of George Street will now have to travel down to State Road and either head for the traffic circle or Walker Street. This also impacts those other town residents who would normally travel from West to East on Love Lane after either visiting the bank, Carl's or the Golden Harvest, such as myself, but cannot do so. Those using Walker Street will now have the challenge of turning left onto Wentworth Street at the traffic light. Consider doing that when shipyard traffic is exiting and there is no "Advanced Green" light enabling that to happen. The remedy to that would now be to take a "short cut" through Main or Dame Streets, Jones, Otis and ultimately Central Avenues and onto Wentworth. Think now how the residents of those streets will react to the increase in traffic flow in their neighborhoods. And what will the Council do now if they request to

become "One Way" streets to alleviate that situation as the residents of Love Lane have done? One thing that could and should be done is to have an "Advanced Green" left turn onto Wentworth Street installed. The other solution is to go down to the traffic circle and to travel Rogers and Shapleigh Roads to get to those destinations. Try that during peak traffic times as well.

3. My suggested resolution to all of this is to do what has previously been done for early morning traffic control on Lemont Lane, Cross Street and Wainwright Avenue and subsequently Philbrick Lane and Wyman Avenue and found acceptable by most residents. That is to make Love Lane "One Way", from East to West, during the peak shipyard traffic time in the early morning hours between 4:30 and 7:30 A.M. which is, in my assumption, to be the most bothersome and troubling time of the day for the residents of Love Lane. It is also, in my opinion, troublesome and an inconvenience for most other residents of Kittery, that are out and about in this area of the Town, that live to the East of State Road.

In closing, with respect to what John said and I agree, "The bottom line is that when and if Love Lane does become a One Way street (24/7/365) we'll all get used to it.". But, if nothing else is done to alleviate those other possible problems that I have addressed above, I fully expect that the Town Counsel will be hearing from the other residents of those streets that I believe will be impacted with the designation of Love Lane as a One Way street. Which begs the question; "How many one way streets can the Town of Kittery have?".

Respectfully,
Steve Webber

love lane thanks you

Emily bailey <[REDACTED]>

Mon 10/19/2020 8:06 PM

To:town comments <tcomments@kitteryme.org>;

Hi,

I am sending a huge thanks to the town for the improvements in traffic on Love Lane. I live at 25 Love Lane, with my two children, age 8 and 14. Before this change, we were routinely almost side swiped by speeding cars when trying to walk our dog or walk bikes across the street (didn't even dare to start riding until we got to George st). Since the change, we have been able to walk, bike and scooter safely in the lanes marked off.

Not to mention, not having tons of traffic (some cars with loud music) during the wee hours of the morning.

THANK YOU - I hope you will make this trial permanent.

Emily

Love Lane one way trial period



Wed 10/21/2020 9:19 AM

To:town comments <tcomments@kitteryme.org>;

To whom it may concern,

I am writing to express my feelings about the one-way trial period.

I have been a resident on Love Lane for 10 years.

The improvements so far are numerous with an increase in safety and a decrease in noise being at the top.

No longer are we awoken at 4:30am each morning by loud motorists!

I am also free to play with my daughter in the front yard without fear of the excessively fast traffic.

There have been more pedestrians and cyclists and an all over neighborhood feel, which feels much more in line with our street and location.

When I have friends over to sit on my front porch, they comment on the reckless driving we experience daily, frequently asking if we've gone to the town about it.

I'm for the change and see only positives from this perspective.

Thank you for your consideration,

Isisanne Alis-Gooby
(19)

Sent from my iPhone

Love Lane One Way

Henry Linscott <[REDACTED]>

Thu 10/22/2020 10:25 AM

To: Adam Causey <ACausey@kitteryme.org>; Cyrus Clark ; town comments
<tcomments@kitteryme.org>; Kendra Amaral <KAmaral@kitteryme.org>;

Hello,

I am a resident of Love Lane who works at the shipyard. The one way has increased the safety for pedestrians by a LOT! Although it is taking some getting used to, I think the change to a one way is very good.

I would like to emphasize the increased safety. It has been a huge improvement when walking to work between hours of 430 am and 6 am. Walking to and from the Foreside and Rt 1 is much safer at all times. It was just a matter of time before someone gets clipped.

I encourage making the one way permanent.

Henry Linscott
14 Love Lane

Love Lane One Way Traffic

Michael O'Keefe 

Fri 10/23/2020 4:52 PM

To:town comments <tcomments@kitteryme.org>;

Town Council Members,

Thank you for the decision to try one way traffic on Love Lane. We've had the new traffic pattern for about two weeks and I enthusiastically support it and hope you will all vote to make it permanent. The improvement in pedestrian and auto safety and quality of life have been tremendous.

I know that the new traffic pattern is somewhat inconvenient for everyone but to me the improvement in safety and quality of life far, far outweigh the minor inconvenience of occasionally having to drive a little further. Some things that I've noted during the trial period are more families with young children walking along the road, fathers and sons playing catch during traffic lulls and young children riding bikes and scooters along the road. I think all of this is due to the increased safety created by the designated pedestrian walkways. I've even noticed groups of students walking home from school using the walkway. I had originally thought that improving quality of life by eliminating morning shipyard traffic was going to be the greatest benefit but now believe it's the increased road safety.

I urge you to please vote to make one way traffic on Love Lane permanent.

Sincerely,

Mike O'Keefe
43 Love Lane

Love Lane input

Liz Beebe <[REDACTED]>

Tue 10/20/2020 8:11 AM

To: Adam Causey <ACausey@kitteryme.org>; Cyrus Clark; town comments
<tcomments@kitteryme.org>; Kendra Amaral <KAmaral@kitteryme.org>;

Hi!

I'm a resident of Love Lane and wanted to send my input that the change to a one way street has made me feel so much safer as a pedestrian. I live a little further from the road than most (#36) and am fairly new to the neighborhood so I didn't experience the early morning noise for very long. I do walk the road every day and prior to the one way adjustment cars were (way) too fast and it was a little scary walking without any sidewalk protection. I am for this change being permanent.

Thanks for your time,

Liz Beebe

Love Lane/one way experiment

Rex Richards <[REDACTED]>

Tue 10/20/2020 9:15 AM

To: Adam Causey <ACausey@kitteryme.org>; Cyrus Clark ; Kendra Amaral
<KAmaral@kitteryme.org>; town comments <tcomments@kitteryme.org>;

Town of Kittery Officials,

For the first time in fifteen years I can wake up naturally, without having my last three hours of sleep destroyed by motorcycles and trucks. Yes to keeping this permanent! We don't find it the least inconvenient, in fact the lack of two way traffic makes it much easier to park, as for safety, we have to park face out. We, like others on the street have noticed that traffic has slowed significantly and that there's less of it in general. It is much better this way. Thank you for your decision to give us the opportunity.

Rex Richards and David Greer
53 Love Lane, Kittery

Dryden House Stitching
Rex Richards
207-439-9378
www.sewdhs.com

Love Lane

Marcy Philbrook <[REDACTED]>

Tue 10/20/2020 3:56 PM

To: Adam Causey <ACausey@kitteryme.org>; Cyrus Clark ; town comments
<tcomments@kitteryme.org>; Kendra Amaral <KAmaral@kitteryme.org>;

To whom it may concern,

I have lived at 38 Love Lane for 28 years and it has been a wonderful street to live on for most of that time. Just 4-5 years ago I was woken up by traffic at 4:30 in the morning, shot up in bed and wondered what the heck was going on. It was bumper to bumper traffic outside my bedroom window. I was accustomed to a rush of traffic at 6:30 am, and that was kind of my alarm clock, but this was 2 hours early. Little did I know, the 4:30 am to 6:30 am traffic was to continue Monday through Friday from that day forward. I tried Bose noise cancelling headphones and even made myself a special doughnut shaped pillow so they wouldn't hurt my ears, and wore eye covers to stop the headlights flashing on my ceiling from keeping me awake, but nothing could help me sleep through that noise. Motorcycles rumbling with their radios blasting, tractor trailers, coach busses, diesel pickup trucks raced or sat in line on our small, narrow street (that doesn't even have room for sidewalks!) at ungodly dark hours. The first few cars start at about 4am. Even during the day, some people speed so fast that our mailman, Ralph, had to jump into a snowbank to keep from being killed. He started driving his route instead of walking because he said it was too dangerous. This one-way street experiment has been wonderful. Families have been walking with their children and dogs, we've seen many more cyclists, and cars are going much slower and more carefully. Yes, I have forgotten a few times and had to turn around and go around to come in the other way, and I'm sure it's not as easy for people to not zip through after going to Golden Harvest, but it has been like heaven for us. There are a few cars that speed through at 3:30 when the Navy Yard lets out, but that is tolerable.

Thank you for considering keeping the change permanent.

Sincerely,

Marcy Philbrook

38 Love Lane

Love Lane as a one way street

Joe Watts <[REDACTED]>

Tue 10/20/2020 4:47 PM

To: Adam Causey <ACausey@kitteryme.org>; Cyrus Clark ; town comments
<tcomments@kitteryme.org>; Kendra Amaral <KAmaral@kitteryme.org>;

Dear Kittery Friends,

I am emailing to offer my firm support of keeping Love Lane one way on a permanent basis.

I have lived at 27 Love Lane for over 20 years, and I have noticed a few changes in that time (one being an increasing amount of pedestrian and vehicle traffic). One constant, however, is that many, many cars use Love Lane as a route to and from the navy base. I recognize that PNS is a big employer, and I believe a long range strategic plan should be developed to help with overall traffic patterns in the Kittery Foreside area (perhaps this is already happening – if so, please forgive my ignorance). Having said that, I believe that changing Love Lane to a one way street is an overall improvement (with Government going one way, Love Lane the other, and Walker (the main route) in both directions).

I am certainly not a traffic expert. What I am is an expert at living on Love Lane. I have observed several cars speeding up and down Love Lane over the years – one crashing into a bunch of trees directly across the street from us. It has been challenging for me, as a seasoned driver with a spotless record, to exit my driveway due to people speeding by in each direction. Our kids – now 14 and 16 (and the 16 year old is in the process of getting her license) – grew up on Love Lane, and we have dogs. Going out onto the street has been a major concern of mine from a safety perspective over the years. It has been challenging to be a pedestrian or bike rider on Love Lane and, in some ways, to raise a family (don't get me wrong – we love Kittery and Love Lane – it's just the safety aspects).

In the short time the one way experiment has been in effect, I have noticed a reduction of traffic and a reduction of speed. Plus, it's a heck of a lot easier to leave your driveway when traffic is only coming in one direction. Additionally, the one way traffic enables pedestrians and bikers to share the road safely (this doesn't seem possible, from my perspective, when traffic is in two directions/two lanes).

I recognize that change can be difficult – I keep turning up Love Lane by TD Bank out of habit, only to have to turn and go around. In fact, from a traffic perspective, it is (in a minor way) inconvenient for us. But the benefits for us as residents, and I would speculate for everyone using the street (be it by car, motorcycle, foot, or bike), far outweigh what I have seen in place over the last few decades. I believe that safety on Love Lane has improved significantly since the implementation of the trial one-way street, and while I recognize there are inconveniences for many (including some folks on Love Lane), these inconveniences pale in comparison to the potential serious injury or loss of life caused by reverting the street back to the way it was prior to the current experiment.

So, I strongly support keeping Love Lane one way. And if for some reason this does not happen, I strongly support doing more to address the safety hazards on the street. I have seen comments on Facebook about speed bumps, a larger police presence, signage, etc. – and I would support all of these things. However, I

am not as confident that these things, even taken together, would do as much as simply keeping Love Lane one way.

I do support the broader community, including non-Kittery residents, who work at the PSN, and I am aware this poses inconveniences for them. I think any plan to keep Love Lane one way should be announced in conjunction with a broader, strategic effort to look at the overall traffic patterns in the area. Even if this plan is too hard to develop in the near future, I'm guessing some sort of committee/commission could be formed and announced simultaneously.

Finally, I thank you for your efforts and consideration, regardless of the income. No matter what you decide, some won't be happy. I appreciate your work and thoughtful consideration of this issue, regardless of the outcome. It's the least we can do, being from LOVE lane and all... 😊

Sincerely,

Joe Watts
27 Love Lane, Kittery, ME

Joe Watts
Chief Executive Officer
Star Island Corporation
Morton-Benedict House
30 Middle Street
Portsmouth, NH 03801
Pronouns: he, him, his
Phone: (603) 430-6272
Fax: (603) 430-6270
www.starisland.org
[Like us on Facebook](#)

Love Lane One Way Feedback

[REDACTED]

Tue 10/20/2020 5:55 PM

To:town comments <tcomments@kitteryme.org>;

Cc:Kendra Amaral <KAmaral@kitteryme.org>; Adam Causey <ACausey@kitteryme.org>; Cyrus Clark
<Kim D Smith' [REDACTED]>;

To Whom it May Concern :

My husband and I want to thank the Kittery Town Council for implementing this trial period on Love Lane which we hope will become permanent in the future.

We have lived on Love Lane for close to 40 years and it has always been a fairly quiet and safe road until the last few years. The morning traffic from State Road to Rogers Road -Monday through Friday has become unbearable starting as early as 430am-the back to back cars/vans/buses/motorcycles along with the loud engine noise/music/headlights has really effected our quality of life on this street. We have resorted to wearing headphones to block out the noise but to no avail. When the traffic is not backed up the cars FLY down Love Lane-some close to 50MPH !

What a HUGE difference in just one week has this one way trial made to our neighborhood ! The traffic and speed have cut down so we now are able to walk/bike without any fear of being hit. And in the morning we are not woken up at 430am ! People feel safe walking /bicycling with their children and dogs.

I would also recommend that the speed be reduced to 20MPH versus 25MPH as it seems to be a much safer speed. Yes it is a bit inconvenient not being able to go from State Road up Love Lane but we have all had to make adjustments this year and feel this is one we all can easily work with. We know this has caused some inconvenience for Kittery residents as they now are not able to use Love Lane as a "cut through" from the afternoon (shipyard) traffic but those of us that live on Love Lane this has been such a wonderful change to our quality of life.

We live on the corner of Love Ln/ George St and we have not noticed any additional overflow traffic to/from George St.

Thank you again for your consideration in maintaining the one way on Love Lane permanent.

Sincerely,
Kim Davis Smith
Ronald Smith
22 Love Lane

Love Lane One-way

Sarah Linscott <[REDACTED]>

Wed 10/21/2020 5:19 PM

To: Adam Causey <ACausey@kitteryme.org>; Kendra Amaral <KAmaral@kitteryme.org>; Cyrus Clark
; town comments <tcomments@kitteryme.org>;

I want to thank all of you for allowing this trial period for one-way traffic on Love Lane. The safety and quality of life of residents on this street have improved significantly since the implementation and I hope it remains a permanent one-way.

As you know, the street is narrow, long, windy, and hilly. When traffic went in both directions, the street felt dangerous to walk on and some drivers would drive well over the speed limit without consideration for others. The early morning cut through traffic was unbearably loud with some of the shipyard workers who were trying to get to the gates faster than those who stayed in line on the main roads.

I know the one-way is a bit of an inconvenience for all, but with time residents will get used to it if it becomes permanent.

Please consider making Love Lane a permanent one-way.

Sincerely,
Sarah Linscott (14 Love Lane)

Love Lane One- Way

Arianna Rothschild <[REDACTED]>

Thu 10/22/2020 2:47 PM

To: Kendra Amaral <KAmaral@kitteryme.org>; Adam Causey <ACausey@kitteryme.org>; Cyrus Clark
; town comments <tcomments@kitteryme.org>;

To Whom It May Concern:

I am writing to express my gratitude for the one- way trial on Love Lane. It is important to address what a special place Love Lane is. Having lived on Love Lane for just shy of 3 years, I am a newcomer to a very well- established, welcoming and warm part of Kittery. I am moved by how much attention those on our street put into the community, from affixing hearts to the telephone poles on Valentine's Day to a Love Lane exclusive Christmas party at the Philbrooks'. I received multiple gifts from neighbors including a hand sewn quilt following the birth of my son this year. Love Lane is truly an aptly named place and has a neighborhood quality that is a rare find in our conflicted world.

Really, the only complaint about living on Love Lane was the traffic caused by the Naval Shipyard in the mornings. We are on the corner of Love Lane and Pine Street, so this is a particularly troublesome spot as motorcycles tend to accelerate while cutting through Pine Street to avoid traffic. There is absolutely no consideration for residents during these early morning commuting times. It is commonplace for people to blare their stereo while in traffic. I used to take early morning walks, but had to adjust my schedule because walking down Pine Street in the morning at dawn became so risky. I woke up relieved on the weekend to silence in the early morning.

This past week was the first time in THREE YEARS that I felt confident to walk down to Golden Harvest because of the traffic limits. In fact, I felt comfortable enough to have my 4 month old son strapped to me on the walk. I will be so much more likely to walk or bike to "gourmet alley" for a shopping trip than to get in my car and drive to Hannford if the street remains a one way, I'm sure as will others in the Kittery Foreside. Looking out the window to see so many more walkers and bikers already has been uplifting. I understand that this change has been an inconvenience for some but it has improved the lives of my family and others in the area in such a short period of time and made our amazing community a drastically safer place, not to mention has improved my infant son's sleep.

I am so grateful for the Town Council's efforts, considerations and support in this trial. Although it will take some acclimating, it is an exercise of making a great place to live even better.

Sincerely,
Ari McLellan
11 Love Lane

Love Lane Changes

Nina Shore 

Thu 10/22/2020 8:04 PM

To: Adam Causey <ACausey@kitteryme.org>; Cyrus Clark ; town comments
<tcomments@kitteryme.org>; Kendra Amaral <KAmaral@kitteryme.org>;

Dear Town of Kittery Board,

Thank you for hearing us! I believe by taking this step of a one-way road, improves the livability on Love Lane. My heart lifted when I saw our first family walk down the street with children on bikes and scooters. The mornings have greatly improved with my not wearing bulky noise canceling headsets that did not eliminate most of the noise.

As stated by many, the noise and traffic has continually become worse over the 6 years we have lived here. I walked my dogs daily on Love Lane in fear and only at certain times of the day while having frequent brushes with disaster. I am surprised now on my daily walks that we could have even fit 2 cars on such a narrow street, although there are still drivers that continue to see this road as a raceway challenge. Walking dogs from home was too dangerous, and Fort Foster with the loose leash laws was not an option with 2 small vulnerable dogs. Walking pups became limiting.

So, thank you for hearing our complaints and concerns! Better yet, thank you for taking action in such positive directions! I hope these steps will help to trigger Kittery into a more desirable place for all to live. Change takes time. Please continue to make this one-way direction permanent and thank you for enforcing a leash law at Fort Foster. We appreciate your hard work! Thank you!!!

Nina Shore

42 Love Lane

Love Lane One-Way

Jared McLellan



Fri 10/23/2020 6:54 AM

To: Adam Causey <ACausey@kitteryme.org>; Cyrus Clark; town comments
<tcomments@kitteryme.org>; Kendra Amaral <KAmaral@kitteryme.org>;

To Whom It May Concern,

I greatly appreciate the Kittery Town Council's willingness to listen to the residents of Love Lane regarding one-way traffic.

Love Lane no longer being used as a morning cut-through has greatly improved my family's quality of life. The lack of common decency displayed by people traveling through a quiet neighborhood between 4:30 and 7:00 AM was astonishing. Being a cut-through street attracts a particular Machiavellian class of morning commuter. It's a person who is willing to speed down a residential street in order to improve their standing in line at the expense of fellow employees who properly planned their morning. These are the only people that the one-way would upset in the morning hours, while the people going with the flow of traffic will benefit.

Regardless of the morning traffic, because it's a part of living in Kittery and everyone has a sob story, the increased safety is justification for permanent implementation of a one-way. Love Lane is too narrow to accommodate any type of safe pedestrian use and two-way traffic simultaneously. Navigating a corner on foot is especially dangerous if two cars cross paths while you are rounding it. I've seen more pedestrians on the street now than during the summer, even with the weather cooling down. There are many young families on Love Lane who are now able to safely use the road they live on instead of viewing it as a hazard. I believe the increased safety for Love Lane residents outweighs minor inconveniences of one-way traffic. Thank you for your consideration.

Jared McLellan
11 Love Lane

Kendra Amaral

From: Glen Philbrook <[REDACTED]>
Sent: Sunday, October 25, 2020 10:55 AM
To: Kendra Amaral
Subject: Love Lane one way

Good morning all,

I felt the need to add my two cents about Love Lane being one way.

First I want to thank those town representatives that met with Love Lane residence a few weeks back. It showed me they sincerely cared about hearing from their constituents.

Since the beginning of this trial period of Love Lane being one way I've noticed vehicles traveling much slower and that may be because of the bollards. The road is now a much safer place for pedestrians and bicyclist.

For the many years I've lived here I always thought the street was too narrow for two way traffic and a bike and a walker. The speed limit is 25 and that is too fast for some of the corners and hills.

The biggest issue has been the Navy Yard traffic starting at 04:38 during sleeping hours for most of us. For me personally that's been my alarm clock for the last five years.

Love Lane has been used for a cut off to gain position on the yard for parking. On a humorous note, when going to the Kittery Community Campus I've actually had to use my directional to get out of my driveway at 05:45 because the line of cars have been bumper-to-bumper. Never is Love Lane heavy with traffic when the base lets out at any hour in the afternoon. I've learned that once they're off the base it's easy to get to the main roads that they need to travel home on. It's all about jockeying for position to get parking on the base in the morning.

The problem is the parking at the yard and the amount of traffic that needs to get to the yard. Residential streets off the main roads should not be used for the heavy amount of traffic.

Thank you again for your time and attention to this issue. I truly hope Love Lane becomes one-way permanently.

Glen Philbrook
38 Love Lane

I am responsible for any typing errors. I don't trust auto correct.

Sent from my wicked smaht fone.

Love Lane One Way

Karen O'Keefe <[REDACTED]>

Mon 10/26/2020 1:29 PM

To:town comments <tcomments@kitteryme.org>; acausey@kitteryme.com <acausey@kitteryme.com>; Cyrus Clark
KAmarel@kitteryme.org <KAmarel@kitteryme.org>;

I wanted to write to you and first of all thank you so much for all the work , help and support you all did to make the One Way Love Lane probation happen!! We cannot tell you how much we love it and how drastically different it is . I keep thinking I have moved . I realized the stress of the constant traffic , very loud noise and disruption this was causing me. The constant noise and traffic creates an atmosphere that is anything but relaxing and sleep was non existent from 4:30am on . It is wonderful during the day to not have thousands of cars on this road . The exhaust fumes also are terrible . We all live so close to the road so this has a huge impact on us all. It is so comforting to feel so much safer walking and biking on our road . This road is so narrow and with the large trucks , cars that constantly came was so dangerous and I could never understand how this could be possibly allowed. We have spoken to so many walkers from all over town, (one young couple who come to Kittery from 30 mins away because they love to eat here and are so excited that Love Lane is one way they left their car in town and walked out street as it is "such a pretty road ". Kids are now seen walking on it in small groups which we never saw before / small children riding their bikes which we never saw either , and so many parents pushing strollers . We know it's an inconvenience and change is hard - we also have to drive around the town to get here- but great positive quality and safety of this road has held a huge impact on all our lives . We ask with so much gratefulness that this become permanent . Thank you so much for understanding , all your help and support !!! Karen O'Keefe

Sent from my iPhonezb,

Love Lane

Ruth Randlett <[REDACTED]>

Tue 10/27/2020 6:28 AM

To: Kendra Amaral <KAmaral@kitteryme.org>; town comments <tcomments@kitteryme.org>; Cyrus Clark
Adam Causey <ACausey@kitteryme.org>;

Good Morning; Adam, Cyrus and Kendra,

I am writing with great appreciation. As a resident of Love Lane, the recent change from two-way to one-way has positively impacted many aspects of life on the street. The traffic and especially speed of traffic, has made it feel much safer to walk with my dog up and down Love Lane. As I am out on my multiple walks a day I have also noticed other people are utilizing the new "sidewalks" at a much more regular rate. It has been wonderful seeing families walking or on bikes enjoying themselves as well. Soon, I will be adding a stroller to the walks as well and I feel the one-way option makes it feel wildly safer to walk up and down the street.

Thank you for your consideration on keeping Love Lane one-way.

Best Wishes,

Ruth Randlett
Resident of One Love Lane

Love Lane

Terrie Enis <[REDACTED]>

Tue 10/27/2020 6:48 AM

To:town comments <tcomments@kitteryme.org>;

Dear Town Council,

The short trial period that Love Lane has been one-way has made a significant impact not only on the early morning noise but also on the entire neighborhood's quality of life and safety for all who drive and walk Love Lane.

We moved to Kittery for many reasons, Wallingford Square, the culture, the community center but the most important thing to us was the safety and ability to walk to anything one could ever need. Walking for groceries, healthcare, banking, pharmacy all those things will enable us to live long healthy life and we fell in love with Love Lane. The simple change you approved for a trial period has made a tremendously positive improvement to our lives!

We whole heartedly support a permanent change to making Love Lane one way. We understand that it can be an inconvenience because it is no longer a short cut, but when you come down to it, for those of us living on Love Lane everyday 24/7/365 was an inconvenience as we dealt with the traffic, the speed, the noise and the safety.

Thank you for considering Love Lane as a permanent one-way.

Best,
Terrie Enis
46 Love Lane.

Love Lane

Leslie Culbert <[REDACTED]>

Wed 10/28/2020 10:40 AM

To:town comments <tcomments@kitteryme.org>;

Cc:Adam Causey <ACausey@kitteryme.org>; Cyrus Clark ; Kendra Amaral
<KAmaral@kitteryme.org>;

Good morning,

I am writing to thank you for the one way trial on Love Lane! It has been really tough waking up to loud engines and radios from 4:30 until 6:30 in the morning for the last several years. It also has not felt safe to walk or bike! Most folks drive way too fast on this curving, hilly road! It has been so nice to see people walking and biking on our street, now that it feels safe! I hope this will continue and we can make it permanent!

Thank you again, Leslie

Sent from my iPad

Love Lane

Kari Economou <[REDACTED]>

Mon 11/2/2020 1:42 PM

To: Adam Causey <ACausey@kitteryme.org>; Cyrus Clark ; Kendra Amaral
<KAmaral@kitteryme.org>; town comments <tcomments@kitteryme.org>;

Good day!

First off we would like to thank you for not just listening to our concerns but taking prompt and thoughtful action. We have greatly appreciated and enjoyed our one-way trial period on Love Lane!

Yes, our street being one-way has caused inconvenience for our neighborhood residents and for the many who use our street as a "cut through." We understand that. We also believe that if our street remains one-way, in time as we remember to choose alternative routes prior to attempting to turn onto Love Lane against traffic, the inconvenience will become a memory.

It's hard to overstate the increase in our quality of life since one-way traffic was implemented. Our youngest doesn't wake up before the sun to the sound of shipyard traffic. We've regularly been walking the full length of our street with our children and getting to know more of our neighbors. And we feel safe while doing it! We don't have to yell to our children to get off the road when we hear a car approaching. And thinking ahead... Walks would still be possible during the winter when snow banks occupy what used to be our only escape from traffic. We could feel more at ease allowing our Shapleigh kids to take the late bus home from after school activities (bus drops are at either end of the street). We could feel more at ease when our kids walk to and from Traip (since no bus transport is offered given our proximity).

We understand the inconvenience that a one-way street brings, but we hope you'll consider making the change permanent. All of the quality of life contributions have been nice, but feeling like we can safely be on our street with our children has been priceless.

Thank you again for listening!

Aaron and Kari Economou

18 Love Lane

Kendra Amaral

From: roger cole <[REDACTED]>
Sent: Friday, October 16, 2020 9:45 PM
To: Judy Spiller-Personal; Kendra Amaral; David Rich
Subject: Love Lane Improvement!!

Hello,

I hope every Kittery resident is as enthused (an appreciative) as I am about the traffic calming initiatives on Love Lane!! Thanks to all and whoever else implemented this effort, and I hope the current traffic arrangement on Love Lane becomes permanent.

~Roger Cole

Kendra Amaral

From: Seth Gooby <[REDACTED]>
Sent: Tuesday, October 27, 2020 6:46 AM
To: Kendra Amaral
Subject: Love Lane Thank You!

Hello Kendra

I just wanted to send a quick note to let you know how happy we are with the Love Lane Traffic Pattern Change. We have been living on Love Lane since 2010 and this has been the first month in a long time that we were not woken up by the sound of stopped traffic, loud motorcycles, and grumbling trucks. I can also pull out of my driveway for work without having to wait for traffic to let me out.

The highlight though has to be watching my daughter play freely in the front yard without the fear of someone racing down the street. It has been lovely to see more people walking by the house, the neighborhood feels refreshed even amidst a global pandemic! Thanks for your consideration to keep Love Lane a one way and we appreciate you listening to our concerns

Keeping it Kitterrific!
Seth

P.s. once the traffic cones are removed and a more permanent pedestrian path is needed, might I suggest a multicolored rainbow walk or the street lined with hearts?!

[Sent from Yahoo Mail for iPhone](#)

From: [nancy.smith](#)
To: [Kendra Amaral](#)
Subject: Love Lane
Date: Tuesday, October 27, 2020 12:27:25 PM

To whom it may concern,

My name is Nancy Smith and I live at 20 Love Lane and have lived here for 49 yrs. I DO NOT like the one way for many reasons---I think that we are punishing the people who pay taxes here in town as most going to work on the Yard are from other towns, I know that the others that live on the street love this one way and yes I do like the fact that it is nice not to hear all the traffic in the morning . I would like to see it one way from 4am to 7am but was told this could not be done and I do not know why.

Thank you

Nancy Smith

One-Way Love Lane - we are loving it.

Dana Randlett <[REDACTED]>

Tue 11/3/2020 5:21 PM

To:Kendra Amaral <KAmaral@kitteryme.org>; Cyrus Clark ; acausey@kitterme.org
<acausey@kitterme.org>; town comments <tcomments@kitteryme.org>;

Dear Council Members,

The last couple weeks we have seen an amazing transformation on Love Ln, from a busy street to walkable neighborhood, and I wanted to thank you for putting together this trial.

We moved to Love Ln 3 years ago (our first house). We were drawn to Love Ln because of its proximity to the Kittery downtown as well as our desire to live in a neighborhood. Shortly after settling in, we discovered Love Ln certainly has a great proximity to downtown, but given the heavy volume of traffic, it lacked a neighborhood feel.

Quickly we found ourselves unconsciously creating walking routes for AM/PM dog walks that avoided Love Ln as well as some of its connecting streets. The traffic was heavy, fast, and difficult to manage. There are a couple "blind" sections and turns of the road that even in the day light made us nervous.

For the past couple weeks we have been free to change up our walks, enjoy walking the full length of Love Ln to pick up from shops on Rt 1, and see/greet other neighbors we'd not seen out and about before. For the last couple weeks, Love Ln has become the safe neighborhood we were originally searching for.

Certainly our vote is to keep Love Ln a "one-way Ln", a pedestrian friendly street, a neighborly street, and a safe street for Kittery residents to enjoy.

We appreciate your efforts and hope to learn more as this trial turns towards decision making.

Best,

Dana Randlett
One Love Ln.

--

Dana Randlett

Randlett Marine Services, LLC
207 232 9142
randlett.dana@gmail.com

TOWN COUNCIL STANDING ADHOC & COMMITTEE LIST

COUNCIL CHAIRPERSON / VICE CHAIR - 1 ST ORDER OF BUSINESS AFTER SWEARING IN

Chairperson - Jeffrey Thomson

Vice Chair - Kenneth Lemont

Capital Improvement Committee (1 Council Rep)

Charles Denault

Climate Adaptation Committee

Judith Spiller

Kenneth Lemont

Comprehensive Plan Implementation Committee (1 Council Rep)

Council Chairperson Jeffrey Thomson

Council Vice Chair Kenneth Lemont

Economic Development Committee (1 Council Rep)

George Dow

Education Scholarship Selection Committee (2 Council Reps)

Charles Denault

Jeffrey Pelletier

Kittery Community Center Board of Directors (1 Council Rep)

Jeffrey Pelletier (Until 3/31/21)

Trustees of Trust Funds (Council Chair serves as ex-officio member)

Chairperson - Jeffrey Thomson

Kittery Land Issues Committee (1 Council Rep)

Judith Spiller

Disbursement Warrant for Town Employee Wages (Primary, Secondary, Tertiary)

Jeffrey Thomson

Cyrus Clark

Jeffrey Pelletier

Disbursement Warrant for Town Expenses (Primary, Secondary, Tertiary)

Cyrus Clark

Charles Denault

Kenneth Lemont

School Warrant for General Disbursements (Primary, Secondary, Tertiary)

Jeffrey Pelletier

Jeffrey Thomson

Cyrus Clark

Taylor Building Committee (Ad Hoc) (2 Council Reps)

Former Councilor Matt Brock - Serving as Council Rep

Jeffrey Thomson

Library Building Committee (Ad Hoc) (2 Council Reps)

Charles Denault

Jeffrey Pelletier

Celebration Committee (Ad Hoc) (1 Council Rep)

Jeffery Thomson

Library Advisory Board (1 Council Rep)

Judy Spiller

Housing Committee (1 Council Rep)

Former Councilor Matt Brock - Serving as Council Rep



TOWN OF KITTERY COUNCIL RULES

AMENDED:

COUNCIL RULES

1 Except as superseded by these rules, Robert’s Rules of Order, Newly Revised, 11th Edition,
2 govern the conduct of meetings.

3 **SECTION ONE. REGULAR MEETINGS:**

4 The regular meetings of the Council are held in the Council Chambers of the Town Hall, or
5 through telephonic, video, electronic, or similar means of remote participation as allowed by
6 Maine Law, on either the second or fourth Monday of each calendar month, or both. Routinely,
7 only one regular meeting will be scheduled in July, August and December, except if the
8 Chairperson and Town Manager deem it necessary to hold a second. Public proceedings
9 commence at 6:00 p.m. whether or not preceded by an executive session.

10 When said meeting falls on a holiday or is otherwise postponed, the regular meeting is held on
11 the following Wednesday, at the same time and place.

12 The date and venue of any regular meeting may be changed upon the vote of the Council,
13 provided, however, that said change in date, or venue, will still provide for at least one regular
14 meeting in each month.

15 **SECTION TWO. SPECIAL MEETINGS:**

16 Special meetings may be called by the Chairperson or by four members of the Town Council.
17 Notice of such meeting must, when possible, be given at least twelve hours before the time for
18 holding the meeting. The call for the meeting must set forth the matters to be acted upon and
19 nothing else may be considered.

20 Special meetings include public comment time as provided at regular Council meetings, but
21 such public comment is limited to the matters on the agenda for the meeting. Notices of such
22 meetings must include the name(s) of the person(s) requesting the meeting.

23 **SECTION THREE. COUNCIL ACTION:**

24 The Town Council shall act only by ordinance, order, resolve, and by consensus.

25 Actions of the Council are recorded in the minutes of the Council meeting.

26 **SECTION FOUR. EFFECTIVE DATE OF COUNCIL ACTIONS:**

27 All actions of the Council, except ordinances, take effect immediately upon passage.

28 The effective date of ordinances is governed by Section 2.14, Paragraph 3 of the Town Charter.

29 **SECTION FIVE. DUTIES OF THE CHAIRPERSON.**

30 The Chairperson shall assume the chair at the time appointed for the meeting; call the members
31 to order; provide for introductory and pledge of allegiance; cause the roll to be called; and, a
32 quorum being present, proceed to conduct the business of the Council according to the
33 published agenda.

34 The Chairperson shall preserve decorum and order; speak to points of order in preference to
35 other members; and, decide all questions of order subject to an appeal to the Council by motion
36 regularly made and seconded, and no other business is in order until the question on appeal be
37 decided.

38 The Chairperson shall declare all votes, but if any member doubts a vote, the Chairperson shall
39 cause a return of the members voting in the affirmative and in the negative without debate.

40 All persons wishing to speak, whether they be Council members or members of the general
41 public must first be recognized by the Chairperson.

42 The Chairperson enjoys the same rights and privileges as other members of the Council,
43 including the introduction and seconding of motions and participation in debate.

44 **SECTION SIX. VICE CHAIRPERSON.**

45 The position of Vice Chairperson is hereby established. The provisions of Charter Sec. 2.05 (1)
46 apply for election to this position.

47 In the temporary absence or disability of the Chairperson, Charter Sec. 2.05 (3) and Section
48 Five of these Council Rules govern the duties of the Vice Chairperson.

49 **SECTION SEVEN. RECONSIDERATION OF THE VOTE.**

50 When a vote is concluded, it is in order for any member who voted on the prevailing side to
51 move a reconsideration thereof at the same or next regular meeting.

52 **SECTION EIGHT. CONDUCT IN ADDRESSING THE COUNCIL.**

53 Proper decorum, befitting the gravity of their solemn duties, is expected of all Councilors during
54 the conduct of meetings.

55 Councilors wishing to speak shall respectfully address the Chairperson, and confine their
56 comments to the question under debate, or the issue the Councilor wants to raise.

57 No member may be interrupted by another, but for a point of order or to correct a mistake, and
58 only upon recognition by the Chairperson.

59 **SECTION NINE. MOTIONS IN WRITING**

60 Motions must be reduced to writing if the Chairperson so directs.

61 **SECTION TEN. SUSPENSION OF THE RULES.**

62 The rules may not be dispensed with, or suspended, unless five members of the Council
63 consent thereto. No rules may be adopted, amended, or deleted without notice in writing being
64 given at the preceding regular meeting.

65 **SECTION ELEVEN. VOTING:**

66 Voting is by a randomly sequenced roll call. Councilors shall indicate their vote by a yes or no,
67 or by abstention, when polled. No Councilor may be excluded from participation in debate on
68 any question except as required by Town Charter or state statute, (currently Section 12.01 and
69 30-A MRS §2605, respectively). Councilors have the right to change their vote up to the time
70 the vote is announced by the Chairperson.

71 Voting on Council Chairperson, Vice Chairperson, and for appointment to the Planning Board
72 and Board of Appeals will be conducted in the following way:

- 73 • Nomination will require a motion and second
- 74 • Councilors shall indicate their vote by stating the name of one nominee or by abstention
- 75 • In case of a tie, the vote will be taken again. In the case of a second tie vote, the
76 Council may either take another vote or continue the matter to the next Council meeting.

77 The vote must be recorded in the minutes of the meeting to indicate each Councilor's vote, or
78 abstention.

79 **SECTION TWELVE. AGENDA:**

80 In order that advance notice of the matters to be discussed at Council meetings be afforded
81 interested parties, all meetings of the Council will be conducted according to the agenda.

82 An agenda will be prepared for each regular meeting and posted by the Thursday preceding
83 said meeting. Posting will be in a public area of the municipal building and of the U.S. Post
84 Offices in Kittery and Kittery Point, and on the Town's website.

85 When practicable, an agenda will be prepared at least twelve hours in advance of a special
86 meeting; delivered to all Council members and posted as previously provided.

87 All Town Manager's memoranda of interest to the Council members will be delivered to them at
88 least seventy-two hours before a regular meeting.

89 All reports or proposals made to the Council, which require or request that an action be taken by
90 the Council, are to be submitted in written form. The content will consist of the following, as
91 appropriate:

- 92 • Executive Summary
- 93 • Statement of Need
- 94 • Background
- 95 • Facts Bearing on the Equation
- 96 • Current Situation
- 97 • Proposed Solution / Recommendation
- 98 • Rationale for the Proposed Solution (including costs)

99 The agenda consists of the following categories:

- 100 1. Call to Order
- 101 2. Introductory
- 102 3. Pledge of Allegiance
- 103 4. Roll Call
- 104 5. Agenda Amendment and Adoption
- 105 6. Town Manager's report
- 106 7. Acceptance of previous minutes
- 107 8. Interviews for Planning Board and Board of Appeals.
- 108 9. All items involving the town attorney, town engineers, town employees or other town
- 109 consultants or requested officials.

110 Persons who are represented by legal or engineering consultants, who are present
111 and wish to address the Council, shall notify the Chairperson prior to the Council Call
112 to Order of the subject they wish to speak on and will be heard at this time.

- 113 10. Public hearings
- 114 11. Discussion
 - 115 a. Discussion by members of the public (3 minutes per person)
 - 116 b. Response to public comment directed to a particular Councilor'
 - 117 c. Chairperson's response to public comments.

- 118 12. Unfinished business
- 119 13. New business
- 120 13. a. Donations/gifts received for Council disposition
- 121 14. Councilor issues or comment
- 122 15. Committee and other reports
 - 123 a. Communications from the Chairperson
 - 124 b. Committee reports
- 125 16. Executive session, if required

126 17. Adjournment

127 To the extent possible, matters to be discussed at a meeting by the town manager or
128 Chairperson will be listed on the agenda under Chairperson Communications, or Town
129 Manager's Report, respectively.

130 The category of Unfinished Business is specifically reserved for Council business discussed at a
131 previous meeting that has been postponed or continued to the meeting for which the present
132 agenda is prepared.

133 The New Business section of the agenda is reserved for those matters which a Councilor
134 wishes to introduce anew.

135 Except as provided in Charter Article XI, no proposal for ordinances enactment, repeal, or
136 amendment may lie before the Council unless introduced by a Council member.

137 In keeping with the policy regarding advance notice, Councilors are encouraged and requested
138 to submit to the Town Clerk those matters which they wish to introduce under New Business by
139 4:00 p.m. on the Tuesday preceding the Thursday that the agenda is to be posted. The Town
140 Clerk shall then place those matters on the agenda.

141 Immediately following the roll call, the Chairperson may amend and must adopt the agenda,
142 except no matter requiring public notice may be added without such notice. Agenda
143 amendment after adoption may be made only by majority vote.

144 **SECTION THIRTEEN. DISCUSSION.**

145 A. Discussion by members of the public (3 minutes per person)

146 Any person wishing to address the Town Council will be given an opportunity to do so in
147 accordance with the following procedures.

148 1. The Public Discussion section of the agenda is reserved for members of the public
149 who wish to address the Council on any matters listed on the agenda or on other matters
150 they wish to bring to the Council's attention.

151 2. Any person wishing to have an item listed on the agenda under Public Discussion
152 shall submit the matter to be discussed in writing to the Town Clerk by 4:00 p.m. on the
153 Tuesday preceding the Thursday that the agenda is to be posted.

154 3. Persons wishing to address the Council during public discussion will signify their
155 desire **by raising their hand** and, when recognized by the Chairperson, request
156 permission to address the Council, giving their name and address, then designating the
157 subject matter on which they desire to address the Council.

158 4. Members of the public, addressing the Council during the public discussion section of
159 the agenda shall limit their statements to the Council, to no more than three minutes per
160 person unless the Chairperson finds it necessary to allow more time.

161 5. Persons wishing to address the Council on an item which appears on the agenda
162 ~~after public discussion~~ as a public hearing, shall wait until the Chairperson announces the
163 consideration of such item, at which time, after being recognized, they may address the
164 Council on that particular item.

165 ~~However, e~~ Once the Council has begun its deliberation on the item, no person is permitted to
166 address the Council unless the Chairperson, having determined that the Council's
167 deliberations appear finished, and that the item under consideration is of great concern
168 to members of the public gathered, permits persons in the audience to address the
169 Council before closing the discussion and calling for Council vote.

170 B. Response to public comments.

171 In order to assure that the Council is speaking as one voice when responding to public
172 comments all general responses shall be made by the Council Chairperson.

173 The Chairperson is responsible for any subsequent follow-up response to the speakers. In the
174 event a member of the public addresses an issue to a particular Councilor, the Chairperson will
175 invite such Councilor to respond directly, if that Councilor so desires.

176 **SECTION FOURTEEN. COUNCIL POLICIES:**

177 The Town Clerk shall maintain copies of Council rules and policies and provide same to the
178 Rice Public Library.

179 To allow for the opportunity for full attendance, all workshops held by the Council will be
180 scheduled for a Monday. When this is impossible to do, another night will be chosen by the
181 Council at a regular Monday meeting.

182 No member of the Council may request a legal opinion relative to Town business from the
183 Town's appointed attorneys without prior approval of a majority vote of the Council. All such
184 requests must be made through the Town Manager.

185 **SECTION FIFTEEN. STANDING COMMITTEES**

186 In accordance with the Kittery Town Charter, Sec. 2.10(2) the Council may establishes ~~two~~
187 ~~standing committees, consisting of the entire Council, as follows:~~

188	Financial	Legislative
189	All budgetary matters	Approvals: Permits, licenses
190	Any appropriation ordinance	All non appropriation ordinances
191	Administrative relations	Appointments
192	Grants, bequests, etc.	Property transfers

193 **SECTION SIXTEEN. COPY COSTS:**

194 The cost charged by the Town for making copies of any materials, excluding those produced by
195 the Planning Department, access to which the public is entitled, is twenty-five (25) cents a copy.

196 Copies of the Council packets are to be made available to the media at ten (10) cents a page.

197 **SECTION SEVENTEEN. COUNCILOR AWARENESS**

198 The Council realizes that Councilors should make an effort to broaden and increase their
199 knowledge of information and skills directly related to their responsibility to govern the Town,
200 and that efforts should be made to appropriate funds for this purpose.

201 Prior to incurring and requesting reimbursement for such expenses, however, individual
202 Councilors must obtain the approval of the Council. Such approval is required for any individual
203 expense that would be paid from the Council Contingency or the Council Expense accounts.

204	Approved 02/27/89	Amended 09/27/99	Amended 12/17/01	Amended 09/27/10
205	Amended 12/28/92	Amended 11/22/99	Amended 09/16/02	Amended 01/09/12
206	Amended 06/26/95	Amended 05/31/00	Amended 10/28/02	Amended 09/10/12
207	Amended 01/03/96	Amended 10/30/00	Amended 08/24/09	Amended 02/11/13
208	Amended 01/10/96	Amended 03/19/01	Amended 11/23/09	Amended 03/25/13
209	Amended 12/09/96	Amended 07/02/01	Amended 08/23/10	Amended 01/27/14
210	Amended 11/28/16	Amended 01/08/18	Amended 11/14/18	Amended 02/11/19



TOWN OF KITTERY, MAINE

TOWN CLERK'S OFFICE

200 Rogers Road, Kittery, ME 03904

Telephone: (207) 475-1328 Fax: (207) 439-6806

RECEIVED
OCT 15 2020
BY: _____

APPLICATION FOR APPOINTMENT TO ANIMAL CONTROL WORKING GROUP

NAME: DAVID WROCKLAGE

RESIDENCE: 33 OAK TERRACE KITTERY

MAILING (if different) _____

E-MAIL ADDRESS: WROCKLAGE@HOTMAIL.COM

PHONE #: (H) 207-475-4521 (W) _____ (C) _____

The Town Council is seeking to appoint a Working Group that represents diverse opinions on the topic of dogs at our public parks. Please respond the questions below. Please feel free to attach a separate piece of paper if additional space is needed.

1. How often have you visited Fort Foster, Seapoint/Crescent Beach, OR Rogers Park in the past year?
- Every day About once a week Once a month I have not visited ANY in the past year
- A few times a week A few times a month Less than once a month

2. How many DOGS are IN your HOUSEHOLD?
- None 2
 1 3 or more

3. Why are you interested in participating in the Animal Control Working Group?

I am on the Parks Commission and would like to be part of the discussions

4. The Working Group will be developing a recommendation to the Council for consideration on dogs at Fort Foster, Seapoint Beach, and Rogers Park. **HOW** do you think the Working Group should approach the challenge of developing the recommendation?

I believe we should review the basis for changing the rules, review actual data, i.e. surveys, police reports, anecdotal evidence and make an informed recommendation.

5. Are you a Registered Voter of the Town of Kittery? Yes No

6. Any known conflicts of interest? (please read below for info on Conflict of Interest):

NO


SIGNATURE OF APPLICANT

10/15/2020
DATE

Title 30-A: MUNICIPALITIES AND COUNTIES

§2605. Conflicts of interest

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A. This subsection does not prohibit a member of a city or town council or a member of a quasi-municipal corporation who is a teacher from making or renewing a teacher employment contract with the municipality or quasi-municipal corporation for which the member serves.

6. Avoidance of appearance of conflict of interest. Every municipal and county official shall attempt to avoid the appearance of a conflict of interest by disclosure or by abstention.



TOWN OF KITTEERY, MAINE
TOWN CLERK'S OFFICE
 200 Rogers Road, Kittery, ME 03904
 Telephone: (207) 475-1328 Fax: (207) 439-6806

RFC
10/21/2006

APPLICATION FOR APPOINTMENT TO
ANIMAL CONTROL WORKING GROUP

NAME: Michael Johns

RESIDENCE: 83 Bartlett Rd Kittery Point ME 03905

MAILING (if different) _____

E-MAIL ADDRESS: thepeacefulway@gmail.com

PHONE #: (H) _____ (W) _____ (C) 720-345-2692

The Town Council is seeking to appoint a Working Group that represents diverse opinions on the topic of dogs at our public parks. Please respond the questions below. Please feel free to attach a separate piece of paper if additional space is needed.

1. How often have you visited Fort Foster, Seapoint/Crescent Beach, OR Rogers Park in the past year?
- Every day About once a week Once a month I have not visited ANY in the past year
- A few times a week A few times a month Less than once a month

2. How many DOGS are IN your HOUSEHOLD?
- None 2
 1 3 or more

3. Why are you interested in participating in the Animal Control Working Group?
- I believe it is for all citizens and I would like to share my ideas + concerns in an effort to find a plan that will work for all.*

4. The Working Group will be developing a recommendation to the Council for consideration on dogs at Fort Foster, Seapoint Beach, and Rogers Park. **HOW** do you think the Working Group should approach the challenge of developing the recommendation?
- By taking into account of all who use these facilities*

5. Are you a Registered Voter of the Town of Kittery? Yes No

6. Any known conflicts of interest? (please read below for info on Conflict of Interest):

NONE


SIGNATURE OF APPLICANT

10/21/2020
DATE

Title 30-A: MUNICIPALITIES AND COUNTIES

§2605. Conflicts of interest

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TOWN OF KITTERY, MAINE

TOWN CLERK'S OFFICE

200 Rogers Road, Kittery, ME 03904

Telephone: (207) 475-1328 Fax: (207) 439-6806

APPLICATION FOR APPOINTMENT TO ANIMAL CONTROL WORKING GROUP

NAME: Mary Thron

RESIDENCE: 71 Tower Rd

MAILING (if different) PO Box 96, Kittery Point ME 03905

E-MAIL ADDRESS: marythron@comcast.net

PHONE #: (H) 207-439-4136 (W) _____ (C) _____

The Town Council is seeking to appoint a Working Group that represents diverse opinions on the topic of dogs at our public parks. Please respond the questions below. Please feel free to attach a separate piece of paper if additional space is needed.

1. How often have you visited Fort Foster, Seapoint/Crescent Beach, OR Rogers Park in the past year?
- Every day About once a week Once a month I have not visited ANY in the past year
- A few times a week A few times a month Less than once a month

2. How many DOGS are IN your HOUSEHOLD?
- None 2
 1 3 or more

3. Why are you interested in participating in the Animal Control Working Group?

I have lived overlooking Crescent Beach for 40 years. While I have never owned a dog, I love them and am so happy to live in a place where I can step outside and find a dog to play with almost any time I want, without any of the responsibilities of dog ownership. I also have friends, family & neighbors who run the gamut in their feelings about dogs – from dog owners who really need a place to let their dogs exercise freely to a sister-in-law who is deathly afraid of dogs having witnessed a brutal attack as a child. I believe all should have the opportunity to enjoy our beaches, and I think it's possible to accomodate everyone.

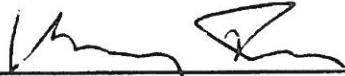
4. The Working Group will be developing a recommendation to the Council for consideration on dogs at Fort Foster, Seapoint Beach, and Rogers Park. **HOW** do you think the Working Group should approach the challenge of developing the recommendation?

Hear/read, understand, and flesh out all of the different points of view and desires, including from those who are reluctant to speak publicly because it is such an emotional issue (being in favor of limiting/scheduling dog access does NOT mean someone is a dog-hater). Brainstorm how each desire might be accomodated. Hold a number of public sessions and/or communicate through the town emails so people can hear the various ideas being considered by the group and provide their comments, so that the final recommendation isn't a surprise.

5. Are you a Registered Voter of the Town of Kittery? Yes No

6. Any known conflicts of interest? (please read below for info on Conflict of Interest):

none



SIGNATURE OF APPLICANT



DATE

Title 30-A: MUNICIPALITIES AND COUNTIES

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TOWN OF KITTEERY, MAINE
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APPLICATION FOR APPOINTMENT TO
ANIMAL CONTROL WORKING GROUP

NAME: Ryan Bailey rec'd 10/29/2020

RESIDENCE: 16 Charles Hill Road

MAILING (if different) _____

E-MAIL ADDRESS: rjbailey87@gmail.com

PHONE #: (H) _____ (W) _____ (C) 508-240-4256

The Town Council is seeking to appoint a Working Group that represents diverse opinions on the topic of dogs at our public parks. Please respond the questions below. Please feel free to attach a separate piece of paper if additional space is needed.

1. How often have you visited Fort Foster, Seapoint/Crescent Beach, OR Rogers Park in the past year?
- Every day About once a week Once a month I have not visited ANY in the past year
- A few times a week A few times a month Less than once a month

2. How many DOGS are IN your HOUSEHOLD?
- None 2
 1 3 or more

3. Why are you interested in participating in the Animal Control Working Group?

I'm interested in getting involved in the Town of Kittery, and I am passionate about multiple use recreational issues. I used to work as a steward of a land trust park system and then went on to manage large surveys for state and federal agencies of recreational users. Through this work, I became familiar with the many different perspectives of off leash recreation. I can see both sides of the issue, and am hopeful that we can craft a reasonable ordinance that recognizes the need for off leash recreation, while also providing recreational opportunities for those who don't want to interact with off leash animals.

4. The Working Group will be developing a recommendation to the Council for consideration on dogs at Fort Foster, Seapoint Beach, and Rogers Park. **HOW** do you think the Working Group should approach the challenge of developing the recommendation?

This issue is not a new one, and Kittery is not the first town to tackle this. The working group should start by listening to community members to understand the different perspectives, then use that information to evaluate existing proposals and neighboring community ordinances to find one that addresses the majority of user concerns. The best way to address issues that raise community ire is to do the hard work of listening, data collection, and communication. Without those steps, the working group will lose community support.

5. Are you a Registered Voter of the Town of Kittery? Yes No

6. Any known conflicts of interest? (please read below for info on Conflict of Interest):

No.



10/28/20

SIGNATURE OF APPLICANT

DATE

Title 30-A: MUNICIPALITIES AND COUNTIES

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TOWN OF KITTELY, MAINE
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200 Rogers Road, Kittery, ME 03904
Telephone: (207) 475-1328 Fax: (207) 439-6806

APPLICATION FOR APPOINTMENT TO
ANIMAL CONTROL WORKING GROUP

Dianne Miller

NAME: _____

8 Moultons Way

RESIDENCE: _____

MAILING (if different) _____

kcmrjm@gmail.com

E-MAIL ADDRESS: _____

508-254-2976

PHONE #: (H) _____ (W) _____ (C) _____

The Town Council is seeking to appoint a Working Group that represents diverse opinions on the topic of dogs at our public parks. Please respond the questions below. Please feel free to attach a separate piece of paper if additional space is needed.

1. How often have you visited Fort Foster, Seapoint/Crescent Beach, OR Rogers Park in the past year?
- Every day About once a week Once a month I have not visited ANY
in the past year
- A few times a week A few times a month Less than once a month

2. How many DOGS are IN your HOUSEHOLD?
- None 2
 1 3 or more

3. Why are you interested in participating in the Animal Control Working Group?
- Prior to the pandemic, I visited Sea Point Beach daily, sometimes two times a day with my dogs. I would like to see the town continue to allow dogs at these locations. I want to be more involved with animal control issues in Kittery as well as volunteer for the town. I have lived in Kittery for three years.(2 years at 19 Jones Ave and now at Moultons Way)

4. The Working Group will be developing a recommendation to the Council for consideration on dogs at Fort Foster, Seapoint Beach, and Rogers Park. **HOW** do you think the Working Group should approach the challenge of developing the recommendation?
- I think that the Working Group should listen and considers all points of view and issues regarding dogs at the locations above and work toward a solution that hopefully will be a safe and fair compromise for all.

5. Are you a Registered Voter of the Town of Kittery? Yes No

6. Any known conflicts of interest? (**please read below for info on Conflict of Interest**):
No.

Dianne Kim Miller

10/29/2020

SIGNATURE OF APPLICANT

DATE

Title 30-A: MUNICIPALITIES AND COUNTIES

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TOWN OF KITTERY, MAINE

TOWN CLERK'S OFFICE

200 Rogers Road, Kittery, ME 03904

Telephone: (207) 475-1328 Fax: (207) 439-6806

APPLICATION FOR APPOINTMENT TO ANIMAL CONTROL WORKING GROUP

NAME: Sally Soule

RESIDENCE: 575 Haley Rd.

MAILING (if different) PO Box 102, Kittery Pt.

E-MAIL ADDRESS: SallySoule@me.com

PHONE #: (H) 438-9474 (W) _____ (C) 475-5209

The Town Council is seeking to appoint a Working Group that represents diverse opinions on the topic of dogs at our public parks. Please respond the questions below. Please feel free to attach a separate piece of paper if additional space is needed.

1. How often have you visited Fort Foster, Seapoint/Crescent Beach, OR Rogers Park in the past year?
- Every day About once a week Once a month I have not visited ANY in the past year
- A few times a week A few times a month Less than once a month

2. How many DOGS are IN your HOUSEHOLD?
- None 2
- 1 3 or more

3. Why are you interested in participating in the Animal Control Working Group?

Over the 20+ years I have lived in Kittery, I have visited Ft. Foster and Seapoint Beach many times. I have a deep appreciation for the natural beauty + recreational value both places offer. I have frequented both places during times when my family has owned dogs and times when we haven't over →

4. The Working Group will be developing a recommendation to the Council for consideration on dogs at Fort Foster, Seapoint Beach, and Rogers Park. **HOW** do you think the Working Group should approach the challenge of developing the recommendation?

I believe we need to identify the Core Concerns of both Sides of the issues and then use that information to develop clear, consistent, practical Solutions that will benefit all users. We can look to other towns for examples and leverage their success as needed. I also think our process should be transparent and open we should seek public input to ensure we are on →

#3, Continued: Interest:

I have therefore witnessed and experienced issues at both places that are related to both sides of the discussion surrounding this matter. I do believe changes are needed to our regulations, but they must be clear, consistent and practical, and they must benefit all users (a challenge, for sure!).

I have served as the ^{one of} volunteer water quality monitors for the Maine Healthy Beaches Program at Ft. Foster for 16 years - maybe you have seen me there in the summer taking samples!

I also work for the NH Dept. of Environmental Services where I have dedicated my 20+ career to investigating and solving pollution problems in our environment (including pet waste!).

I think I have a ^{set of} personal and professional experiences that would be beneficial to the Committee.

#4 Cont'd: How

track - I recognize this may be difficult or not practical, but maybe there are ways to make it manageable. In closing, I have seen this issue flare up many times since I moved here in 1999. Let's see if we can make some changes that will benefit all - might not please everyone, but we need to try to make things better!

5. Are you a Registered Voter of the Town of Kittery? Yes No

6. Any known conflicts of interest? (please read below for info on Conflict of Interest):

NO

SSL
SIGNATURE OF APPLICANT

10-30-2020
DATE

Title 30-A: MUNICIPALITIES AND COUNTIES

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4. Direct or indirect pecuniary interest. In the absence of actual fraud, an official of a body of the municipality, county government or a quasi-municipal corporation involved in a question or in the negotiation or award of a contract is deemed to have a direct or indirect pecuniary interest in a question or in a contract where the official is an officer, director, partner, associate, employee or stockholder of a private corporation, business or other economic entity to which the question relates or with which the unit of municipal, county government or the quasi-municipal corporation contracts only where the official is directly or indirectly the owner of at least 10% of the stock of the private corporation or owns at least a 10% interest in the business or other economic entity.

When an official is deemed to have a direct or indirect pecuniary interest, the vote on the question or the contract is not voidable and actionable if the official makes full disclosure of interest before any action is taken and if the official abstains from voting, from the negotiation or award of the contract and from otherwise attempting to influence a decision in which that official has an interest. The official's disclosure and a notice of abstention from taking part in a decision in which the official has an interest shall be recorded with the clerk or secretary of the municipal or county government or the quasi-municipal corporation.

A. This subsection does not prohibit a member of a city or town council or a member of a quasi-municipal corporation who is a teacher from making or renewing a teacher employment contract with the municipality or quasi-municipal corporation for which the member serves.

6. Avoidance of appearance of conflict of interest. Every municipal and county official shall attempt to avoid the appearance of a conflict of interest by disclosure or by abstention.



TOWN OF KITTERY, MAINE
TOWN CLERK'S OFFICE
200 Rogers Road, Kittery, ME 03904
Telephone: (207) 475-1328 Fax: (207) 439-6806

APPLICATION FOR APPOINTMENT TO
ANIMAL CONTROL WORKING GROUP

NAME: Christopher "Kit" Grimm
RESIDENCE: 5 Pepperrell Rd., Kittery Point 03905
MAILING (if different) _____
E-MAIL ADDRESS: kitso@comcast.net
PHONE #: (H) _____ (W) _____ (C) (707) 494-8790

The Town Council is seeking to appoint a Working Group that represents diverse opinions on the topic of dogs at our public parks. Please respond the questions below. Please feel free to attach a separate piece of paper if additional space is needed.

1. How often have you visited Fort Foster, Seapoint/Crescent Beach, OR Rogers Park in the past year?
 Every day About once a week Once a month I have not visited ANY in the past year
 A few times a week A few times a month Less than once a month
2. How many DOGS are IN your HOUSEHOLD?
 None 2
 1 3 or more
3. Why are you interested in participating in the Animal Control Working Group?
(See attached sheet)
4. The Working Group will be developing a recommendation to the Council for consideration on dogs at Fort Foster, Seapoint Beach, and Rogers Park. HOW do you think the Working Group should approach the challenge of developing the recommendation?
(See attached sheet)

Continuation of Application for Appointment to Animal Control Working Group

3. Why are you interested in participating in the Animal Control Working Group?

In an inordinately stressful time for us all, the last thing we need is more hysteria and misinformation being promoted through faceless signage or (even worse) through bitter face-to-face confrontation on scene between otherwise pleasant and respected fellow citizens. To me, neither of these avenues is tasteful or productive, and in fact can be downright dangerous as we stand to lose yet another shred of our common humanity and purpose. I have strong opinions and concerns as to the issue of dogs at our public beaches and parks (for example, I could entertain the option of a total "ban"), but I have no real, credible venue to express them in person OR to consider altering them in the interest of problem resolution, peace among neighbors, and hospitality toward visitors. The latter interests represent a truly possible future state for the Town, and I would intend to assiduously work on behalf of what we all would stand to gain.

4. The Working Group will be developing a recommendation to the Council for consideration on dogs at Fort Foster, Seapoint Beach, and Rogers Park. HOW do you think the Working Group should approach the challenge of developing the recommendation?

- Define and document objectives for the Working Group, based on the expressed needs and direction of the Town Council.
- Through introductory personal statements of each member and to establish a baseline for collaboration, identify common areas of agreement ("stipulations") and disagreement around scope, applicability, target populations, interpretations of "rights," enforcement, and so forth.
- Assign responsibilities and scheduling among members for research and presentation into different approaches other local/similar municipalities have taken to address the issues.
- Identify topics and guidelines for discussion to be placed on meeting agendas.
- Through informed discussion, propose and come to consensus on resolutions to individual items of concern, and draft statements reflecting same for inclusion into the final report to the Council.
- Draft, sign, and present the final report to the Council, with members making themselves available to the Council for presentation and explanation of decisions and processes employed. Notations of items especially contentious and/or not able to be resolved within the Working Group would be included.
- As members are willing and available, as a follow-on assist the Council as may be appropriate in documenting and disseminating new Town regulations around the dog issue, including such things as placement of clear and comprehensive signage, distribution of pamphlets, posting on related internet sites, and so forth.

Christopher "Kit" Grimm
October 29, 2020



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

REPORT TO TOWN COUNCIL

Meeting Date: November 23, 2020
From: Kendra Amaral, Town Manager
Subject: TIF 3 Credit Enhancement Agreement – 76 Dennett Road
Council Sponsor: Chairperson Jeffrey Thomson

EXECUTIVE SUMMARY

The developers of 76 Dennett Road, Aztec LLC, are seeking to exercise the TIF Credit Enhancement Agreement (CEA) for their mixed-use development.

The CEA will allow the developer to be reimbursed for certain costs associated with construction of infrastructure necessary to make the development happen. The reimbursement funds will come from a portion of the property taxes the developer/property owner pays.

The purpose of a TIF is to allow for the CEA arrangement consistent with the Town's intent when establishing and amending the TIF district for this area.

In summary, the CEA does the following:

- Will reimburse the developer for up to \$5,000,000 in approved development costs over 10 years, beginning July 1, 2022 and ending June 30, 2031 or when the approved development costs are reimbursed in full, whichever occurs first. Reimbursement comes from taxes generated by the property after it is developed. **The developer assumes all of the risk if the property does not generate sufficient taxes through the TIF to be reimbursed.** The Town is not required to reimburse from the general fund.
- The approved development costs are associated with infrastructure costs only:
 - Road improvements on site and to Dennett Road (required by MDOT)
 - Water line extension
 - Sewer line extension to structures
 - Natural gas and electric utility extension
 - Sidewalk construction along Dennett Road (required by Planning Board)
- The developer will be required to pay Sewer impact and entrance fees and will **not** get reimbursed for these through the CEA.
- Guarantees that no less than 35% of the taxes generated from the development will go to the general operation of the Town (increasing tax base for general operations).
 - Up to 65% of the value of the development will be sheltered from the county tax assessment paid for by the general fund and from value calculations that impact State Revenue sharing allocations.
- Pay the Town for all direct costs of developing and implementing the CEA and 1% of the value annually for administrative costs.

- Allows the developer to transfer the CEA if they sell the property. Transfer (or assigns) may occur at the administrative level.

The Town Council amended the TIF 3 District to allow for TIF funds to be sequestered and used for additional “out of district” improvements such as road and traffic control measures and wetlands/watershed mitigation, enhancement, restoration, and reclamation. The CEA does not prohibit or impede that objective. The Council may set the TIF capture rate above the amount needed to meet the CEA, for qualified traffic control, wetlands/watershed mitigation.

PROPOSED SOLUTION/RESOLUTION

Authorize the Town Manager to execute the Credit Enhancement Agreement.

ATTACHMENTS

- Proposed Credit Enhancement Agreement

CREDIT ENHANCEMENT AGREEMENT

This Credit Enhancement Agreement is dated as of _____, 20__ and is made between the Town of Kittery, Maine (the "Town"), a municipal body corporate and politic and a political subdivision of the State of Maine, and Aztec, LLC (the "Developer"), a Maine limited liability company, c/o Preti Flaherty with a mailing address of One City Center, P.O. Box 9546. Portland, Maine 04112-9546.

WITNESSETH THAT

WHEREAS, the Town designated Municipal Development District #3 (BUSINESS PARK) as a Municipal Development and Tax Increment Financing District (the "District") pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, by action of the Town Council at a meeting held on December 13, 2010 (the "Orders") and pursuant to the same Orders adopted a development program and financial plan for the District (the "Initial Development Program"); and

WHEREAS, the Maine Department of Economic and Community Development has reviewed and accepted the District and the Initial Development Program as evidenced by a letter of approval dated February 8, 2011; and

WHEREAS, the Town amended the Initial Development Program for the District by action of the Town Council at a meeting held on March 9, 2020 and pursuant to said action adopted an Amendment to the Initial Development Program, the Municipal Development #3 (MIXED USE NEIGHBORHOOD) development program (the "Amendment"); and

WHEREAS, the Maine Department of Economic and Community Development has reviewed and accepted the Amendment (the Initial Development Program as amended by the Amendment, the "Development Program") as evidenced by a letter of approval dated _____, 2020; and

WHEREAS, the Development Program contemplates the execution and delivery of a credit enhancement agreement between the Town and the Developer, and the Town and the Developer desire and intend that this Credit Enhancement Agreement be and constitute a credit enhancement agreement contemplated by and described in the Development Program; and

WHEREAS, the Kittery Town Council has approved the execution of this Credit Enhancement Agreement.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual promises and covenants set forth herein, the parties hereby agree as follows:

ARTICLE I: DEFINITIONS; INTERPRETATIONS

Section 1.1. Definitions. The terms defined in this Article I shall, for all purposes of this Agreement, have the meanings herein specified, unless the context clearly requires otherwise:

"Affiliate" means, with respect to any individual or entity, an individual or entity that directly or indirectly controls, is controlled or owned by, or is under common control or ownership with such individual or entity. For avoidance of doubt, Affiliates shall include Piscataqua Realty, LLC, a Maine limited liability company, and Sail Away, LLC, a Maine limited liability company.

"Agreement" means this Credit Enhancement Agreement between the Town and the Developer.

"Captured Assessed Value" means the amount, stated as a percentage, of the Increased Assessed Value that is retained in each Tax Year during the Term of this Agreement, as specified in Section 2.1(a) of this Agreement.

"Current Assessed Value" means the assessed value of the land only portion of the Developer's Property, as certified by the municipal assessor as of April 1st of each year of the Term of this Agreement. For purposes of this Agreement, the Current Assessed Value specifically excludes the assessed value of any personal property now or hereafter located in the District.

"Developer" means Aztec, LLC, a Maine limited liability company, its Affiliates, successors and assigns.

"Developer's Project Cost Account" means the Developer's Project Cost Sub-Account established and maintained pursuant to Article II hereof and the Development Program that is applicable to the Developer's Property and this Credit Enhancement Agreement.

"Developer's Property" means the following:

1. The approximately 12.25 acres of real estate shown as Lot 15B on Tax Map 6 of the Town, which is the property known as 76 Dennett Road and more particularly described on warranty deed recorded in the York County Registry of Deeds, Book 16065, Page 521 (the **"6-15B Property"**);
2. The approximately 4.91 acres of real estate shown as Lot 16A on Tax Map 6 of the Town, which is the property known as 70 Dennett Road and more particularly described on warranty deed recorded in the York County Registry of Deeds, Book 11537, Page 105 (the **"6-16A Property"**); and
3. The approximately 5 acres of real estate shown as Lot 4 on Tax Map 13 of the Town, which is the property more particularly described on warranty deed recorded in the York County Registry of Deeds, Book 15675, Page 650 (the **"13-4 Property"**).

"Development Program" means the development program for the District as adopted by the Kittery Town Council at a meeting held on December 13, 2010 and as approved by DECD by letter dated February 8, 2011, and as amended by the Kittery Town Council at a meeting held on March 9, 2020 and as approved by DECD by letter dated _____, 2020.

"Development Program Fund" means the development program fund described in the Financial Plan section of the Development Program.

"District" means Municipal Development District #3 (BUSINESS PARK) designated by the Town pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, by vote of the Kittery Town Council at a meeting held on December 13, 2010, and as amended by vote of the Kittery Town Council at a meeting held on March 9, 2020, the Municipal Development District #3 (MIXED USE NEIGHBORHOOD).

"Financial Plan" means the financial plan described in the "Financial Plan" Section of the Development Program.

"**Fiscal Year**" means July 1 to June 30 of each year or such other fiscal year as the Town may from time to time establish; for purposes of this Agreement, the first Fiscal Year or Fiscal Year 1 means the Fiscal Year commencing July 1, 2022 and ending June 30, 2023.

"**Increased Assessed Value**" means the valuation amount by which the Current Assessed Value of the Developer's Property exceeds the Original Assessed Value. For purposes of this Agreement, the Increased Assessed Value specifically excludes any tax increment on any property in the District other than Developer's Property, and also excludes any personal property now or hereafter located in the District. If the Current Assessed Value is equal to or less than the Original Assessed Value, there is no Increased Assessed Value.

"**Original Assessed Value**" means initially \$357,300, the aggregate original assessed value of the Developer's Property determined as of March 31, 2010 (April 01, 2009), as the same may be adjusted from time to time in accordance with Section 3.7 hereof. Such initial original assessed value for each parcel of the Developer's Property are as follows:

<u>Developer's Property</u>	<u>Original Assessed Value</u>
6-15B Property	\$197,900
6-16A Property	\$121,900
<u>13-4 Property</u>	<u>\$ 37,500</u>
Total	\$357,300

"**Project**" means the mixed-use residential development project and related site improvements to be constructed on Developer's Property and originally consisting of 4 apartment buildings housing 303 apartment units, an amenity building, 400 parking spaces with 5 covered parking structures and any addition thereto during the Term of this Agreement.

"**Project Costs**" means any expenditures or monetary obligations incurred or expected to be incurred with respect to the types of improvements, with the estimated costs, described in Exhibit G attached hereto and made a part hereof that are authorized by section 5225, subsection 1 of Title 30-A of the Maine Revised Statutes and included in the Project.

"**Property Taxes**" means any and all ad valorem real property taxes levied, charged or assessed against the Developer's Property (but excluding personal property taxes) by the Town, or on its behalf.

"**Qualified Investments**" means any and all securities, obligations or accounts in which municipalities may invest their funds under applicable Maine law.

"**Tax Increment**" means the Property Taxes assessed by the Town and paid by the Developer within the meaning of Section 3.1 of this Agreement in any Tax Year, in excess of any state, county or special district tax, upon the Captured Assessed Value of the Developer's Property but excluding all personal property taxes and also excluding real property taxes on any other real property in the District.

"**Tax Increment (Developer's Share)**" means that portion of the Tax Increment, for each year during the Term of this Agreement, solely with respect to Developer's Property (specifically excluding any tax increment on any other real property now or hereafter located in the District and specifically excluding any Tax Increment on any personal property), which are to be deposited by the Town in the Developer's Project Cost Account, to the extent provided in Section 3.1(b) of this Agreement and paid to the Developer pursuant to this Agreement. The Tax Increment (Developer's Share) for each year of the Term of this

Agreement is calculated as follows with respect to Developer's Property: in each of the Tax Years during the Term, 100% is multiplied by the Tax Increment, and the product thereof constitutes the Tax Increment (Developer's Share) for each such year. Notwithstanding the foregoing, the total amount of the Tax Increment (Developer's Share), determined on a cumulative basis, shall not exceed \$5,000,000, subject to payment limitations set forth in Section 3.1, and thus as soon as the cumulative amounts of Tax Increment (Developer's Share) equal such \$5,000,000 amount, thereafter the Tax Increment (Developer's Share) shall equal zero (0).

"**Tax Payment Date**" means the date(s) on which Property Taxes levied by the Town are due and payable.

"**Tax Year**" has the meaning given such term in 30-A M.R.S.A. § 5222(18), as amended, to wit: April 1st to March 31st.

"**Term**" means the term of this Agreement, as defined in Section 3.1 hereof.

"**Town**" means the Town of Kittery, Maine, a municipality duly organized and existing under the laws of the State of Maine.

"**Town's Project Cost Account**" means the Town's project cost account established and maintained pursuant to Article II hereof and the Development Program that is applicable to the Developer's Property and this Credit Enhancement Agreement.

Section 1.2. Interpretation and Construction. In this Agreement, unless the context otherwise requires:

- A. The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms, as used in this Agreement, refer to this Agreement, and the term "hereafter" means after, and the term "heretofore" means before, the date of delivery of this Agreement.
- B. Words importing a particular gender mean and include correlative words of every other gender and words importing the singular number mean and include the plural number and vice versa.
- C. Words importing persons mean and include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public or governmental bodies, as well as any natural persons.
- D. Any headings preceding the texts of the several Articles and Sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, are solely for convenience of reference and do not constitute a part of this Agreement, nor do they affect its meaning, construction or effect.
- E. All notices to be given hereunder must be given in writing and, unless a certain number of days is specified, within a reasonable time.

Section 1.3. Town Costs. The Developer shall pay or reimburse the Town for all reasonable out-of-pocket fees, expenses and other charges of the Town and its outside consultants, including the Town's attorneys and other consultants, in connection with the preparation, review, negotiation, approval, execution, administration, enforcement and carrying out of this Agreement and the preparation, review and approval of the Development Program. Notwithstanding any other provision of this Agreement, this section survives any termination of this Agreement.

Section 1.4 Developer Property Exhibits. As part of the Town’s decision to enter into the Agreement with the Developer, the Developer has provided, and the Town has found acceptable, the following exhibits that include information pertaining to the Developer’s Property and the Project that of particular importance to the Development Program:

- Exhibit A: Job Creation and Retention Analysis
- Exhibit B: Tax Increment Projections
- Exhibit C: Tax Shift Estimates
- Exhibit D: Education (GPA) Shift
- Exhibit E: Revenue Sharing Shift
- Exhibit F: County Tax (Overly) Shift
- Exhibit G: Improvements Covered by TIF

ARTICLE II: PROJECT COST ACCOUNT AND FUNDING REQUIREMENTS

Section 2.1. Captured Assessed Value; Creation of Development Program Fund.

(a) For each Tax Year of the Term, the Town shall retain in the District, for purposes of depositing Property Taxes associated therewith, the percentage of the Increased Assessed Value as Captured Assessed Value determined in accordance with the following table:

Fiscal Year ending in:	Captured Assessed Value Percentage
2023	65%
2024	65%
2025	65%
2026	65%
2027	65%
2028	60%
2029	60%
2030	60%
2031	60%
2032	60%

(b) The Town hereby confirms the creation and establishment of a segregated fund in the name of the Town designated as "Development District #3 (MIXED USE NEIGHBORHOOD) Program Fund" (the "Development Program Fund") pursuant to, and in accordance with the terms and conditions of, the Development Program. The Development Program Fund consists, as described in the Development Program, of a Project Cost Account and a Sinking Fund. The Development Program Fund Project Cost Account consists of and is separated into separate sub-accounts or funds for each Credit Enhancement Agreement entered with respect to property in the District, and one of such sub-accounts is the Developer’s Project Cost Account and a separate sub-account established as the Town’s Project Cost Account. The Sinking Fund, the Town’s Project Cost Account and each sub-account for each Credit Enhancement Agreement entered with any person or entity other than Developer is the sole and exclusive property of the Town and must not be subject in any way to the terms or provisions of this Agreement.

Section 2.2. Liens. The Town may not create any liens, security interests or encumbrances of any nature whatsoever, nor shall it hypothecate the Developer's Project Cost Account, other than the interest of the Developer granted under this Agreement in and to the amounts on deposit in the Developer's Project Cost Account, provided, however, nothing herein prohibits creation of real and personal property tax liens on the Developer's property in accordance with, and entitled to the priority provided under, Maine law and any trustee process, attachment and judgment liens and other liens obtained in accordance with applicable law.

Section 2.3. Deposits into Developer's Project Cost Account. The Town shall deposit into the Developer's Project Cost Account, within 15 days after each payment of Property Taxes and other taxes described in Section 3.1 hereof during the Term of this Agreement an amount equal to that portion thereof constituting the Tax Increment (Developer's Share) for the period or Tax Year to which the payment relates and shall allocate the amount so deposited to fund fully and pay the payments due to Developer under Article III of this Agreement. The Town shall deposit the remaining Tax Increment, if any, in a given Tax Year into the Town's Project Cost Account. All interest and earnings on the Tax Increment (Developer's Share) prior to and after deposit thereof into the Developer's Project Cost Account are the sole property of the Town and free and clear of any interest of the Developer under this Agreement.

Section 2.4. Monies Held in Trust. Subject to the terms of this Agreement, all monies required to be deposited into the Developer's Project Cost Account to fund payments to Developer under the provisions hereof and the provisions of the Development Program (excluding all interest and investment earnings thereon), must be held by the Town, in trust, for the benefit of the Developer in accordance with the provisions of this Agreement.

Section 2.5. Investments. The monies in the Developer's Project Cost Account may be invested and reinvested in Qualified Investments as determined by the Town. The Town has discretion regarding the investment of such monies, provided such monies are invested in Qualified Investments. As and when any amounts thus invested may be needed for disbursements, the Town shall cause a sufficient amount of such investments to be sold or otherwise converted into cash to the credit of such account. The Town has the sole and exclusive right to designate the investments to be sold and to otherwise direct the sale or conversion to cash of investments made with monies in the Developer's Project Cost Account.

ARTICLE III: PAYMENT OBLIGATIONS

Section 3.1. Credit Enhancement Payments.

A. The Term of this Agreement (the "Term") commences on _____, 2020, with an effective commencement date of July 1, 2022, and ends on the earlier of (i) June 30, 2032 ***{10 years after the effective commencement date}***; or (ii) the date on which the total payments of Tax Increment (Developer's Share) by the Town out of the Developer's Project Cost Account to the Developer, its Affiliates, successors, or assigns, under this Agreement equal \$5,000,000, or the total amount of Project Costs as defined and as required per Section 3.1(c) below, whichever is less, determined on a cumulative basis. Commencing with the end of the first Fiscal Year, the Town agrees to pay to the Developer within 30 days following each Tax Payment Date or the date payment of Property Tax is actually received by the Town with respect to Developer's Property, whichever is later, payments equal to the Tax Increment (Developer's Share) for each Fiscal Year of the Town during the Term of this Agreement, subject to the requirements set forth in Section 3.1(b) and 3.1(c) below, and all other applicable provisions.

B. Notwithstanding Section 3.1(a), the amounts payable thereunder are due and payable only if: (i) all real property taxes and assessments and all personal property taxes that are due and payable with respect to the Developer's Property have been paid in full; (ii) all real property taxes and assessments and all personal property taxes that are due and payable with respect to any other real and personal property owned by the Developer, its successors and assigns, in the Town have been paid in full; and (iii) documentation of Project Costs as set forth in Section 3.1(c) has been received and deemed satisfactory by the Town. If any of such property taxes are not paid when due, the property taxes actually paid by Developer, its successors and assigns must, first, be applied to taxes due on account of Original Assessed Value, second to any personal property taxes with respect to any personal property located on the Developer's Property, third, to any real property and personal property of Developer, its successors and assigns located outside of the District and, fourth, to make the deposits to the Developer's Project Cost Account. If such property taxes and assessments are not paid when due, the Town may withhold and suspend all payments under this Agreement until such property taxes and assessments and all interest thereon and other costs relating thereto are paid in full. In addition, if the Developer institutes any tax abatement proceeding with respect to any Property in the District, the Town may withhold and suspend all payments of the Tax Increment (Developer's Share) with respect to the amount of value of the items of Property subject to the abatement proceeding, and shall deposit the withheld amount into a separate interest-bearing escrow account. Upon final action and completion of such abatement proceeding, the proper amount (based on the results of the abatement proceedings plus an allocable share of the interest accrued thereon) held in escrow account shall be paid to the Developer.

C. The Developer agrees that all payments made by the Town to the Developer pursuant to this Agreement will be used and applied to either pay debt service on indebtedness incurred to finance "Project Costs" as that term is defined under Act and described in the Development Program or used to pay directly, amortize or reimburse Developer for payment of, qualified Project Costs. The Town is required to make payments under this Agreement only upon receipt of satisfactory documentation that the amounts are being paid for Project Costs, which documentation must be in the form of properly completed certificates, executed by the Developer in the form attached hereto as Schedule A, including all related invoices, if applicable.

D. Developer covenants and agrees that in the event that title to Developer's Property is hereafter transferred to any entity exempt from the payment of Property Taxes, including, without limitation, any charitable corporation or the State of Maine or any agency or authority thereof, then the owner of the Developer's Property, as a covenant running with the land, is obligated to pay to the Town each year during and after the expiration or termination of this Agreement through the period ending June 30, 2032, an amount equal to (a) 100% of the Property Taxes that would be assessed by the Town on the Developer's Property, as if and under the assumption that the Developer's Property were fully taxable and owned in fee by Developer and not exempt from Property Taxes, less (b) solely during the Term of this Agreement, the portion of the amounts described in the preceding clause (a) that would have been payable to the Developer, or its successors and assigns, under Section 3.1(a) if the Developer's Property had remained taxable. The covenants in this paragraph survive expiration or termination of this Agreement.

Section 3.2. Failure to Make Payment. In the event the Town should fail to, or be unable to, make any of the payments required under the foregoing provisions of this Article III, the amount so unpaid continues as a limited obligation of the Town, under the terms and conditions hereinafter set forth, until the amount unpaid has been fully paid. Developer may initiate an action against the Town to specifically enforce its obligations hereunder, including without limitation the Town's obligation to deposit the Tax Increment

(Developer's Share) into the Developer's Project Cost Account established thereunder and make required payments to Developer.

Section 3.3. Manner of Payments. The payments provided for in this Article III must be paid directly to the Developer in the manner provided hereinabove for the Developer's own use and benefit by check drawn on the Town.

Section 3.4. Obligations Unconditional. Except as otherwise provided in this Agreement or as required by applicable law, the obligations of the Town to make the payments described in this Agreement are absolute and unconditional, and the Town may not suspend or discontinue any payment hereunder or terminate this Agreement for any cause, irrespective of any defense or any rights of setoff, recoupment or counterclaim it might otherwise have against the Developer, other than by reason of and to the extent provided in a final judgment by a court of competent jurisdiction or by reason of an order of Trustee Process or Attachment. The Town hereby acknowledges that the Developer has the right to enforce the contractual obligations of the Town under this Agreement and that the governmental immunity of the Town does not apply to actions to enforce its contractual obligations; provided however, that nothing herein constitutes a waiver of the Town's tort immunity or any other governmental immunities.

Notwithstanding the foregoing, the Town reserves the right to terminate this Agreement upon receipt of a final judgment by a court of competent jurisdiction to the effect that this Agreement or the Development Program (or the designation of the District) adopted in connection herewith or any payment made thereunder or hereunder is or would be illegal or invalid or not properly authorized. Such termination does not, however, affect the Developer's obligation to defend and indemnify the Town, which obligations survive any such termination. In addition, the Town may setoff any amount found by the court of competent jurisdiction to be due to the Town from the Developer or from the owner of the Developer's Property. Except as provided in subsection 3.1(b) and subsection 2.3, the obligations of the Town to make payments hereunder is absolute and irrevocable, irrespective of any rights of set-off, recoupment or counterclaim.

The Developer agrees to defend, indemnify, pay, reimburse and hold the Town, its councilors, officials, agents and employees, harmless from any and all claims, suits, liabilities, actions, proceedings and expenses, including, without limitation, attorneys fees and expenses and accountant's fees and expenses, arising out of this Agreement, the Development Program or any claim of illegality or invalidity of this Agreement or the Development Program or the Town's approval of the District, this Agreement or the Development Program or out of the Town's preparation and participation in this Agreement or the Development Program except that such indemnity does not apply to the extent that the Town has breached any material obligations hereunder.

Section 3.5. Limited Obligation. The Town's obligations under this Agreement, including the Town's obligations of payment hereunder are limited obligations of the Town payable solely from the Tax Increment (Developer's Share) actually paid by the Developer with respect to Property owned by the Developer in the District and actually received by the Town and required to be deposited in the Developer's Project Cost Account in accordance with the terms of this Agreement and pledged therefor under this Agreement. The Town's obligations hereunder do not constitute a general debt or a general obligation or charge against or pledge of the faith and credit or taxing power of the Town, the State of Maine, or of any municipality or political subdivision thereof, but are payable solely from such Tax Increment (Developer's Share) actually paid by the Developer with respect to Property in the District and

actually received by the Town. This Agreement does not directly or indirectly or contingently obligate the Town, the State of Maine, or any other municipality or political subdivision to levy or to pledge any form of taxation whatever therefor or to make any appropriation for their payment, excepting the pledge of the Developer's Project Cost Account established under this Agreement.

Section 3.6. Calculation of Retained Tax Increment. The Town and the Developer shall maintain records which are adequate to calculate the Tax Increment and the Tax Increment (Developer's Share), and shall cooperate with each other in making such calculations. Annually, within 30 days of the payment of Property Tax by Developer, the Town shall calculate the amount of Tax Increment and the Tax Increment (Developer's Share) for that year. If the Developer does not object to such calculations within 120 days of receipt thereof or of any payment of Tax Increment (Developer's Share) for such year, the calculations are final and binding on all parties.

Section 3.7. Revaluation. In the event there is a Town-wide revaluation of taxable property within the Town, the Original Assessed Value must be increased in proportion to the Town-wide increase in property values resulting from such revaluation.

Section 3.8. Payments to the Town. The Developer shall pay to the Town an annual administrative fee equal to 1% of the Tax Increment paid by the Town to the Developer pursuant to this Agreement in the year in question, which payment must be made in equal installments each year in the form of a setoff on the same dates as the Tax Increment for that year is paid by the Town to the Developer.

ARTICLE IV: PLEDGE AND SECURITY INTEREST

Section 4.1. Pledge of Developer's Project Cost Account. In consideration of this Agreement and for the purpose of securing payment of the amounts provided for hereunder to the Developer by the Town, according to the terms and conditions contained herein, and to secure the performance and observance of all of the Town's covenants and agreements contained herein, the Town does hereby grant a security interest in and pledge to the Developer the Developer's Project Cost Account and all sums of money and other securities and investments therein. This pledge and the provisions of Section 2.4 hereof do not apply to any interest and investment earnings on the Developer's Project Cost Account, all of which are the absolute property of the Town, free and clear of any interest of the Developer.

Section 4.2. Perfection of Interest. The Town shall cooperate with the Developer, if requested in writing by Developer, in causing appropriate financing statements and continuation statements naming the Developer as pledgee of all such amounts from time to time on deposit in the Developer's Project Cost Account to be duly filed and recorded in the appropriate state offices as required by and permitted under the provisions of the Maine Uniform Commercial Code or other similar law as adopted in the State of Maine and any other applicable jurisdiction, as from time to time amended, to perfect and maintain the security interests created hereunder. To the extent reasonably deemed necessary by the Developer, the Town will at such time and from time to time as requested by Developer establish the Developer's Project Cost Account Fund described in Section 2.3(b)(i) hereof as a segregated fund under the control of an escrow agent, trustee or other fiduciary so as to perfect Developer's interest therein on terms reasonably satisfactory to the Town.

Section 4.3. Further Instruments. The Town shall, upon the reasonable request of the Developer, from time to time execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the provisions of this Agreement; provided, however, that no such instruments or actions may pledge the credit of the Town or require any payment or

expense by the Town (unless paid by Developer) or discharge either party or change any provision of this Agreement.

Section 4.4. No Disposition of Developer's Project Cost Account. Except as permitted hereunder, the Town shall not sell, lease, pledge, assign or otherwise dispose, encumber or hypothecate any interest in the Developer's Project Cost Account and will promptly pay or cause to be discharged or make adequate provision to discharge any lien, charge or encumbrance on any part thereof not permitted hereby.

Section 4.5. Access to Books and Records. All books, records and documents in the possession of the Town relating to the District, the Development Program, the Agreement and the monies, revenues and receipts on deposit or required to be deposited into the Development Program Fund and the Developer's Project Cost Account must at all reasonable times be open to inspection by the Developer and its agents. All books, records and documents of the Developer reasonably necessary to the verification of Project Costs must at all reasonable times be open to inspection by the Town, and its agents, provided, however, that any information reasonably designated by Developer as proprietary will be inspected, to the extent permitted by law, in a manner so as to preserve the confidential nature of such information.

ARTICLE V: DEFAULTS AND REMEDIES

Section 5.1. Events of Default. Each of the following events constitutes and is referred to in this Agreement as an "Event of Default": (a) any failure by the Town or the Developer to pay any amounts due hereunder when the same become due and payable except as provided in subsection (c) below; (b) any failure by the Town to make deposits into the Developer's Project Cost Account as and when due; or (c) any failure by the Town or the Developer to observe and perform in all material respects any covenant, condition, agreement or provision contained herein on the part of the Town or Developer to be observed or performed, which failure is not cured within thirty (30) days following written notice thereof; provided, however, that this subsection (c) may not be construed to include Developer's failure to pay property taxes for any reason as an Event of Default hereunder.

Section 5.2. Remedies on Default. Whenever any Event of Default described in Section 5.1 hereof has occurred and is continuing, the nondefaulting party may take whatever action at law in at equity as may appear necessary or desirable to collect the amount then due and thereafter to become due, to specifically enforce the performance or observance of any obligations, agreements or covenants of the nondefaulting party under this Agreement and any documents, instruments and agreements contemplated hereby or to enforce any rights or remedies available hereunder or under applicable law.

Section 5.3. Remedies Cumulative. No remedy herein conferred upon or reserved to any party is intended to be exclusive of any other available remedy or remedies but each and every such remedy is cumulative and in addition to every other remedy given under this Agreement or now or hereafter existing at law, in equity or by statute. Delay or omission to exercise any right or power accruing upon any Event of Default to insist upon the strict performance of any of the covenants and agreements herein set forth or to exercise any rights or remedies upon the occurrence of an Event of Default does not impair any such right or power or be considered or taken as a waiver or relinquishment for the future of the right to insist upon and to enforce, from time to time and as often as may be deemed expedient, by injunction or other appropriate legal or equitable remedy, strict compliance by the parties hereto with all of the covenants and conditions hereof, or of the rights to exercise any such rights or remedies, if such Event of Default be continued or repeated.

Section 5.4. Tax Laws. The parties acknowledge that all laws of the State now in effect or hereafter enacted with respect to taxation of property are applicable and that the Town, by entering into this Agreement, is not excusing any non-payment of taxes by Developer. Without limiting the foregoing, the Town and the Developer are entitled to exercise all rights and remedies regarding assessment, collection and payment of taxes assessed on Developer's property.

ARTICLE VI: TERM AND TERMINATION

Section 6.1. Term. This Agreement becomes effective upon its execution and delivery by the parties hereto and remains in full force from the date hereof and expires upon the performance of all obligations on the part of the Town and the Developer hereunder or upon any earlier termination as provided in this Agreement. The Town has the right to terminate this Agreement by written notice to the Developer in the event of any change in the use of the Developer's Property from its intended use as the Project or in the event of any material expansion of the initial building to be constructed on the Developer's Property.

Section 6.2. Cancellation and Expiration of Term. At the termination or other expiration of this Agreement in accordance with the provisions of this Agreement, the Town and the Developer shall each execute and deliver such documents and take or cause to be taken such actions as may be necessary to evidence the termination of this Agreement.

ARTICLE VII: ASSIGNMENT AND PLEDGE OF DEVELOPER'S INTEREST

Section 7.1 Consent to Pledge and/or Assignment. The Town hereby acknowledges that it is the intent of the Developer to pledge and assign its right, title and interest in, to and under this Agreement as collateral for financing for the Project, although no obligation is hereby imposed on the Developer to make such assignment or pledge. Recognizing this intention, the Town does hereby consent and agree to the pledge and assignment of all the Developer's right, title and interest in, to and under this Agreement (provided that such collateral assignment is effective only as long as the assignee holds a first mortgage on the Developer's Property) and in, and to the payments to be made to Developer hereunder, to a bank or other financial institution regularly engaged in making commercial loans as collateral or security for financing the Development Program, on one or more occasions during the Term hereof. The Town agrees to execute and deliver any assignments, pledge assignments, consents or other confirmations on terms reasonably satisfactory to the Town (including that any pledge or secured party succeeding to Developer's rights hereunder assume in writing, in form satisfactory to the Town, the obligations of Developer under this Agreement) required by the prospective pledgee or assignee, including without limitation recognition of the pledgee or assignee as the holder of all right, title and interest herein and as the payee of amounts due and payable hereunder and any and all such other documentation as confirms to such pledgee or assignee the position of such assignee or pledgee and the irrevocable and binding nature of this Agreement and provide to the pledgee or assignee such rights and/or remedies as the parties may reasonably deem necessary for the establishing, perfection and protection of its interest herein.

Section 7.2. Other Assignments. The Town hereby acknowledges that it is the intent of the Developer and its Affiliates to transfer all or a portion of their respective rights, title and interest in the Developer's Property and, to the extent of such transfer, Developer intends to assign its right, title and interest in, to and under this Agreement to such transferee of the Developer's Property, although no obligation is hereby imposed on the Developer to make any such assignment. The Developer has the right to transfer

and assign its rights under this Agreement to any person or entity that acquires title to the Developer's Property, whether so acquired from Developer, its Affiliates, successors, or assigns, provided, that (a) such owner assumes in writing, in form satisfactory to the Town, the obligations of Developer under this Agreement; and (b) prior to any such assignment, Developer shall obtain the written consent of the Town through its Town Manager. In making any request for such written consent of the Town, the Developer shall submit such information as the Town Manager may reasonably request relating to the identity of the proposed assignee and their plans regarding use of the Developer's Property. The Town Manager's consent shall not be unreasonably withheld, delayed or conditioned. To the extent the Town Manager does not consent to such assignment, he/she must provide Developer written notice of lack of consent that shall include the reasons for not providing consent. In the event that such written consent is not given, upon transfer of title to the Developer's Property, this Agreement and all rights of Developer remain with the Developer. Upon consenting to an assignment hereunder, the Town agrees to execute and deliver any assignments, consents or other confirmations on terms reasonably satisfactory to the Town (including that any party succeeding to Developer's rights hereunder assume in writing, in form satisfactory to the Town, the obligations of Developer under this Agreement) required by the prospective assignee, including without limitation recognition of the assignee as the holder of all right, title and interest herein and as the payee of amounts due and payable hereunder and any and all such other documentation as confirms to such assignee the position of such assignee and the irrevocable and binding nature of this Agreement.

Section 7.3. Conditions. Notwithstanding Section 7.1 and Section 7.2, the Developer does not have the right to transfer and assign all or any portion of its rights in, to and under this Agreement, except to the then owner of, or holder of a mortgage on, the Developer's Property.

ARTICLE VIII: MISCELLANEOUS

Section 8.1. Successors. In the event of the dissolution of the Town or the Developer, the covenants, stipulations, promises and agreements set forth herein, by or on behalf of or for the benefit of such party shall bind or inure to the benefit of the successors and assigns thereof time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of such party shall be transferred.

Section 8.2. Parties in Interest. Except as herein otherwise specifically provided, nothing in this Agreement expressed or implied is intended or may be construed to confer upon any person, firm or corporation other than the Town and the Developer any right, remedy or claim under or by the reason of this Agreement, it being intended that this Agreement is for the sole and exclusive benefit of the Town and the Developer.

Section 8.3. Severability. In case any one or more of the provisions of this Agreement are, for any reason, be held to be illegal and invalid, such illegality or invalidity does not affect any other provision of this Agreement and this Agreement must be construed and enforced as if such illegal or invalid provision had not been contained herein.

Section 8.4. No Personal Liability of Officials of the Town. No covenant, stipulation, obligation or agreement of the Town contained herein is deemed to be a covenant, stipulation or obligation of any present or future elected or appointed official, officer, agent, servant or employee of the Town in his individual capacity and neither the members of the Town Council of the Town nor any official, officer,

employee or agent of the Town is liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.

Section 8.5. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, is an original, but such counterparts together constitute but one and the same Agreement.

Section 8.6. Governing Law. The laws of the State of Maine govern the construction and enforcement of this Agreement.

Section 8.7. Notices. All notices, certificates, requests, requisitions or other communication by the Town or the Developer pursuant to this Agreement must be in writing and be sufficiently given and be deemed given when mailed by first class mail, postage prepaid, addressed as follows:

If to the Town: Town Manager
 Town of Kittery
 200 Rogers Rd
 Kittery, Maine 03904

If to the Developer: Aztec, LLC
 Attn: Jason Howe
 Preti Flaherty
 P.O. Box 9546
 Portland, Maine 04112-9546

Either of the parties may, by notice given to the other, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent hereunder.

Section 8.8. Amendments. This Agreement may be amended only with the written consent of both of the parties hereto.

Section 8.9. Net Agreement. Subject only to the provisions of Article III and 5.2 hereof, this Agreement is deemed and construed to be a "net agreement," and the Town shall pay absolutely net during the Term hereof all payments required hereunder, free of any deductions, and without abatement, deductions or setoffs.

Section 8.10. Benefit of Assignees or Pledges. The Town agrees that this Agreement is executed in part to assist the Developer in obtaining financing for the Project and accordingly all covenants and agreements on the part of the Town as to the amounts payable hereunder are hereby declared to be for the benefit of any such assignee or pledgee from time to time of the Developer's right, title and interest herein.

Section 8.11. Integration. This Agreement completely and fully supersedes all other prior or contemporaneous understandings or agreements, both written and oral, between the Town and the Developer relating to the specific subject matter of this Agreement and the transactions contemplated hereby.

Section 8.12. Disputes. The Town and the Developer both covenant and agree that the assumptions, analyses and results set forth in this Agreement and in the Development Program in no way prejudice the

rights of either party or be used, in any way, by either party in either presenting evidence or making argument in any dispute which may arise in connection with valuation of property in the District.

Section 8.13. Valuation Agreement. The Development Program makes certain assumptions and estimates regarding valuation, depreciation of assets, tax rates, estimated amounts of the Increased Assessed Value and the Tax Increment, estimated amounts of the Tax Increment (Developer's Share), estimated development costs and other estimates. The Town and the Developer hereby covenant and agree that the assumptions, estimates, analysis and results set forth in the Development Program in no way: (a) prejudice the rights of any party to be used, in any way, by any party in either presenting evidence or making argument in any dispute which may arise with respect to Developer's property for purposes of ad valorem property taxation or any tax abatement proceeding or (b) modify or change in any way the terms of this Agreement even if the actual results differ substantially from the estimates, assumptions or analysis.

IN WITNESS WHEREOF, the Town and the Developer have caused this Agreement to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by the duly authorized officers, all as of the date first above written.

WITNESS:

Town: Town of Kittery

By: _____

Its: _____

Developer: Aztec, LLC

By: _____

Its: _____

Schedule A
Request for Payment

The undersigned, Aztec, LLC (the "Developer"), requests payment in the amount of \$_____ from the Town of Kittery out of the Developer's Project Cost Account established under the Development Program of Municipal Development District #3 (BUSINESS PARK) and certifies to the Town of Kittery that the amount requested will be used to pay Project Costs as the term is defined in Chapter 206 of Title 30-A of the Maine Revised Statutes, as follows [check applicable provisions]:

- Direct payment of Project Costs in the amount of \$_____; and/or
- Reimbursement to the Developer for Project Costs previously incurred, in the amount of \$_____.

Attached hereto are documents showing the incurring by the undersigned of Project Costs in the amount of \$_____. None of these invoices have been the subject of a previous request for payment from the Developer's Project Cost Account.

The Developer certifies that all of such Project Costs constitute Project Costs as defined in the Credit Enhancement Agreement, dated _____, 20__, between the Town of Kittery and the undersigned, and that the Developer has complied with all terms, conditions and covenants of such Agreement and that no default or event of default exists under said Agreement.

Dated: _____

Developer: Aztec, LLC

By: _____
Its: _____

EXHIBIT A
Job Creation and Retention Analysis

<i>JOB CREATION GOALS</i>			
<i>Occupational Cluster*</i>	<i>Full-time</i>	<i>Part-time</i>	<i>Wage Level</i>
Executive, Professional & Technical	31	0	\$51,032
Administrative Support, inc. Clerical	5	0	\$38,000
Sales & Service	4	1	\$37,222
Agriculture, Forestry & Fishing	0	0	\$0
Maintenance, Construction, Production, & Transportation	117	1	\$35,604
<i>JOB RETENTION GOALS</i>			
(there are currently no jobs at the Developer's Property and, as such, no jobs will be retained that are not created by the Project. Below are the jobs created that are anticipated to remain after the construction of the Project is complete)			
<i>Occupational Cluster*</i>	<i>Full-time</i>	<i>Part-time</i>	<i>Wage Level</i>
Executive, Professional & Technical	5	0	\$85,400
Administrative Support, inc. Clerical	5	0	\$38,000
Sales & Service	4	1	\$37,222
Agriculture, Forestry & Fishing	0	0	\$0
Maintenance, Construction, Production, & Transportation	2	1	\$51,000
<i>*Please use the Occupational Cluster descriptions on the next page to complete this form.</i>			

INSTRUCTIONS

A. JOB CREATION GOALS. PLEASE LIST THE NUMBER, TYPE AND WAGE LEVEL OF JOBS CREATED AS A RESULT OF THE ECONOMIC DEVELOPMENT INCENTIVE. NOTE: FOR THIS FORM, "FULL-TIME" EMPLOYMENT MEANS 30 HOURS OR MORE; "PART-TIME" EMPLOYMENT MEANS LESS THAN 30 HOURS. "WAGE LEVEL" MEANS THE AVERAGE ANNUAL WAGE PAID FOR JOBS CREATED WITHIN AN OCCUPATIONAL CLUSTER, E.G. EITHER THEIR ANNUAL SALARY, OR THEIR HOURLY WAGE TIMES THEIR ANNUAL HOURS. ALSO, "TYPE" MEANS "OCCUPATIONAL CLUSTER" WHICH REFERS TO THE 12 CATEGORIES DEFINED BELOW. PLEASE INCLUDE THE NUMBER OF YOUR EMPLOYEES (BOTH FULL-TIME AND PART-TIME) WORKING WITHIN THE CATEGORY THAT MOST CLOSELY REFLECTS THEIR JOB DUTIES.

B. Job Retention Goals. Please list the number, type and wage level of jobs retained as a result of the economic development incentive. Part B should be completed using same definitions in Part A.

OCCUPATIONAL CLUSTERS

1. EXECUTIVE, PROFESSIONAL & TECHNICAL

Executive, administrative and managerial. Workers in executive, administrative and managerial occupations establish policies, make plans, determine staffing requirements, and direct the activities of businesses and other organizations. Workers in management support occupations, such as accountant and auditor or underwriter, provide technical assistance to managers.

Professional specialty. This group includes engineers; architects and surveyors; computer, mathematical, and operations research occupations; life, physical, and social scientists; lawyers and judges; social, recreational, and religious workers; teachers, librarians, and counselors; health diagnosing, assessment, and treating occupations; and communications, visual arts, and performing arts occupations.

Technicians and related support. This group includes health technologists and technicians, engineering and science technicians, computer programmers, tool programmers, aircraft pilots, air traffic controllers, paralegals, broadcast technicians, and library technicians.

2. ADMINISTRATIVE SUPPORT, INCLUDING CLERICAL

Administrative support, including clerical. Workers in this group prepare and record memos, letters and reports; collect accounts; gather and distribute information; operate office machines; and handle other administrative tasks.

3. SALES AND SERVICE

Marketing and sales. Workers in this group sell goods and services, purchase commodities and property for resale, and stimulate consumer interest.

Service. This group includes a wide range of workers in protective, food and beverage preparation, health, personal, private household, and cleaning and building services.

4. AGRICULTURE, FORESTRY AND FISHING

Agriculture, forestry and fishing. Workers in these occupations cultivate plants, breed and raise animals, and catch fish.

5. MAINTENANCE, CONSTRUCTION, PRODUCTION AND TRANSPORTATION

Mechanics, installers, and repairers. Workers in this group adjust, maintain, and repair automobiles, industrial equipment, computers, and many other types of machinery.

Construction trades and extractive. Workers in this group construct, alter, and maintain buildings and other structures or operate drilling and mining equipment.

Production. These workers set up, adjust, operate, and tend machinery and/or use hand tools and hand-held power tools to make goods and assemble products.

Transportation and material moving. Workers in this group operate the equipment used to move people and materials. This group also includes handlers, equipment cleaners, helpers, and laborers who assist skilled workers and perform routine tasks.

EXHIBIT B
Tax Increment Projections

Tax Increment Projections								
TIF Year	Tax Year ending in:	Original Assessed Value	Projected Assessed Value	Projected Increased Assessed Value	Projected Captured Assessed Value	Projected Tax Rate	Projected TIF Revenue	Projected Aggregate TIF Revenue
1	2023	\$357,300	\$ 2,000,000	\$ 1,642,700	\$ 1,067,755	\$12.90	\$ 13,774	\$ 13,774
2	2024	\$357,300	\$ 59,000,000	\$ 58,642,700	\$ 38,117,755	\$12.90	\$ 491,719	\$ 505,493
3	2025	\$357,300	\$ 59,000,000	\$ 58,642,700	\$ 38,117,755	\$12.90	\$ 491,719	\$ 997,212
4	2026	\$357,300	\$ 59,000,000	\$ 58,642,700	\$ 38,117,755	\$12.90	\$ 491,719	\$ 1,488,931
5	2027	\$357,300	\$ 59,000,000	\$ 58,642,700	\$ 38,117,755	\$12.90	\$ 491,719	\$ 1,980,650
6	2028	\$357,300	\$ 59,000,000	\$ 58,642,700	\$ 35,185,620	\$12.90	\$ 453,894	\$ 2,434,545
7	2029	\$357,300	\$ 59,000,000	\$ 58,642,700	\$ 35,185,620	\$12.90	\$ 453,894	\$ 2,888,439
8	2030	\$357,300	\$ 59,000,000	\$ 58,642,700	\$ 35,185,620	\$12.90	\$ 453,894	\$ 3,342,334
9	2031	\$357,300	\$ 59,000,000	\$ 58,642,700	\$ 35,185,620	\$12.90	\$ 453,894	\$ 3,796,228
10	2032	\$357,300	\$ 59,000,000	\$ 58,642,700	\$ 35,185,620	\$12.90	\$ 453,894	\$ 4,250,123

Notes:

1. Assumes most the change to the tax rate for the Town from \$17.50 to \$12.90 in Fiscal Year 2021 remains the same during the term of the Agreement.
2. Projected assessed values for years 2023 and forward are estimates. Year 2023 estimate is based on partial construction. Year 2024 estimate and forward are based on estimates of total construction costs. Assessed Value and state valuation assumed to remain constate for years 2023 and forward.
3. Projections are much less likely to be accurate for years further in the future.
4. Captured Assessed Value is 65% of Increased Assessed Value for years 1 - 5 and 60% for years 6 - 10

EXHIBIT C
Tax Shifts Estimates

Tax Shift Estimates of Project					
TIF Year	Tax Year end in:	State Aid to Education Benefit	County Tax Benefit	State Reveue Sharing Benefit	Total Benefit
1	2023	\$ -	\$ 561	\$ 839.91	\$ 1,401
2	2024	\$ -	\$ 20,243	\$ 29,352.01	\$ 49,595
3	2025	\$ 7,570	\$ 20,493	\$ 29,352.01	\$ 57,415
4	2026	\$ 270,255	\$ 20,745	\$ 29,352.01	\$ 320,352
5	2027	\$ 270,255	\$ 21,001	\$ 29,352.01	\$ 320,608
6	2028	\$ 270,255	\$ 19,626	\$ 27,139.43	\$ 317,020
7	2029	\$ 270,255	\$ 19,868	\$ 27,139.43	\$ 317,262
8	2030	\$ 249,466	\$ 20,112	\$ 27,139.43	\$ 296,718
9	2031	\$ 249,466	\$ 20,360	\$ 27,139.43	\$ 296,966
10	2032	\$ 249,466	\$ 20,611	\$ 27,139.43	\$ 297,216
11	2033	\$ 249,466	\$ -	\$ -	\$ 249,466
12	2034	\$ 249,466	\$ -	\$ -	\$ 249,466
				TOTAL	\$ 2,773,486
				Average	\$ 92,450
Notes:					
1. Projected increased assessed values were estimated based on preliminary budget about the Project provided by the Company.					
2. Assessed value and state valuation assumed to remain constant during term of District.					
3. State Aid to Education Benefit determined based on most recent Form ED 279 for Kittery Public Schools.					
4. Additional Local Education Benefit determined based on most recent "local" raise for Kittery Public Schools.					
5. County Tax Benefit based on most recent York County mil rate. Assume average growth in county tax from 2015 - 2019 continues in 2020, 2021, and throughout the term of the CEA.					
6. State Revenue Sharing Benefit determined using 2019 Revenue Sharing Projections spreadsheet of State Treasurer.					
7. Projections are much less likely to be accurate for years further in the future.					
8. Shelter benefit will continue for two years after expiration of the District under current law.					

EXHIBIT D
Education (GPA) Shift

Education Tax Shift (based on DOE ED 279 for 2018/19 and Preliminary DOE ED 279 for 2019/20)			
Local Contribution Rate:			7.09
TIF Year	Tax Year ending in:	CAV (2 Year Lag)	Estimated Shift
1	2023	1,067,755.00	
2	2024	38,117,755.00	
3	2025	38,117,755.00	7,570.38
4	2026	38,117,755.00	270,254.88
5	2027	38,117,755.00	270,254.88
6	2028	35,185,620.00	270,254.88
7	2029	35,185,620.00	270,254.88
8	2030	35,185,620.00	249,466.05
9	2031	35,185,620.00	249,466.05
10	2032	35,185,620.00	249,466.05
	2033		249,466.05
	2034		249,466.05
Total			2,335,920.14

*See Notes on Exhibit C.

EXHIBIT E
Revenue Sharing Shift

Revenue Sharing Shift										
Projected Total Rev I	136,350,242.00									
Projected Total Rev II	38,087,560.00									
Town's Projected Rev I	805,443.41									
Town's Projected Rev II	150,576.62									
Total Rev I Computed (all)	22,427,653.29									
Total Rev II Computed (all)	9,203,103.70									
Municipal Population (2017)	9,610									
2017 Property Tax Levied	23,710,612.00									
2019 State Valuation	1,719,900.00									
Mil Rate	13.786041									
Year	CAV	Rev I				Rev II				Total
	(div. 1000)	Computed #	Percentage	Amount	Tax Shift	Computed #	Percentage	Amount	Tax Shift	Total Rev Tax Shift
Base	-	132,483.854480	0.005907165	805,443.41	-	36,383.854480	0.003953	150,576.62	-	-
1	1,067.76	132,401.656369	0.005903500	804,943.69	499.73	36,301.656369	0.003945	150,236.44	340.18	839.91
2	38,117.76	129,611.308345	0.005779085	787,979.60	17,463.81	33,511.308345	0.003641	138,688.43	11,888.19	29,352.01
3	38,117.76	129,611.308345	0.005779085	787,979.60	17,463.81	33,511.308345	0.003641	138,688.43	11,888.19	29,352.01
4	38,117.76	129,611.308345	0.005779085	787,979.60	17,463.81	33,511.308345	0.003641	138,688.43	11,888.19	29,352.01
5	38,117.76	129,611.308345	0.005779085	787,979.60	17,463.81	33,511.308345	0.003641	138,688.43	11,888.19	29,352.01
6	35,185.62	129,827.843567	0.005788740	789,296.04	16,147.38	33,727.843567	0.003665	139,584.57	10,992.05	27,139.43
7	35,185.62	129,827.843567	0.005788740	789,296.04	16,147.38	33,727.843567	0.003665	139,584.57	10,992.05	27,139.43
8	35,185.62	129,827.843567	0.005788740	789,296.04	16,147.38	33,727.843567	0.003665	139,584.57	10,992.05	27,139.43
9	35,185.62	129,827.843567	0.005788740	789,296.04	16,147.38	33,727.843567	0.003665	139,584.57	10,992.05	27,139.43
10	35,185.62	129,827.843567	0.005788740	789,296.04	16,147.38	33,727.843567	0.003665	139,584.57	10,992.05	27,139.43
									Total	253,945.06

*See Notes on Exhibit C.

EXHIBIT F
County Tax (Overly) Shift

County Tax Shift								
County Tax History		TIF Year	Estimated Total County Tax	Town Share of County Tax (w/out CAV)	Projected CAV	Town Share of County Tax (w/ CAV)	Est. County Tax Shift	
Year	County Tax	2022 Estimate						
			17,339,408.67	884,410.14	-	0		0
2015	15,938,388.00	1	17,552,990.43	895,304.05	1,067,755.00	895,864.86		560.82
2016	16,055,668.00	2	17,769,203.03	906,332.14	38,117,755.00	926,575.63		20,243.49
2017	16,333,591.00	3	17,988,078.88	917,496.07	38,117,755.00	937,988.92		20,492.85
2018	16,721,815.00	4	18,209,650.77	928,797.52	38,117,755.00	949,542.79		20,745.27
2019	16,920,010.00	5	18,433,951.92	940,238.18	38,117,755.00	961,238.98		21,000.81
Average annual change in county tax over last 5 years			6	18,661,015.95	951,819.76	35,185,620.00	971,445.71	19,625.95
			7	18,890,876.88	963,544.00	35,185,620.00	983,411.70	19,867.70
1.231771%			8	19,123,569.17	975,412.65	35,185,620.00	995,525.07	20,112.43
			9	19,359,127.70	987,427.50	35,185,620.00	1,007,787.66	20,360.16
			10	19,597,587.77	999,590.34	35,185,620.00	1,020,201.29	20,610.96
State Valuation County	31,714,050,000.00							
State Valuation Town	1,617,600,000.00							
Town as % of County	5.1006%							
							Total	183,620.43

*See Notes on Exhibit C.

Exhibit G
Improvements Covered by TIF

Type	Amount	
	Estimate 1	Estimate 2
Residential Site Work Development	3,790,000.00	3,800,870.00
Off Site Water Line Extension	715,000.00	488,330.00
Dennett Road Widening	465,000.00	394,600.00
Total	4,970,000.00	4,683,800.00

4. Indicate the type of license applying for: (choose only one)

- | | | |
|--|--|---|
| <input checked="" type="checkbox"/> Restaurant
(Class I, II, III, IV) | <input type="checkbox"/> Class A Restaurant/Lounge
(Class XI) | <input type="checkbox"/> Class A Lounge
(Class X) |
| <input type="checkbox"/> Hotel
(Class I, II, III, IV) | <input type="checkbox"/> Hotel – Food Optional
(Class I-A) | <input type="checkbox"/> Bed & Breakfast
(Class V) |
| <input type="checkbox"/> Golf Course (included optional licenses, please check if apply)
(Class I, II, III, IV) | <input type="checkbox"/> Auxiliary | <input type="checkbox"/> Mobile Cart |
| <input type="checkbox"/> Tavern
(Class IV) | <input type="checkbox"/> Other: _____ | |
| <input type="checkbox"/> Qualified Caterer | <input type="checkbox"/> Self-Sponsored Events (Qualified Caterers Only) | |

Refer to Section V for the License Fee Schedule on page 9

5. Business records are located at the following address:

2 Government St, Kittery, ME 03904

6. Is the licensee/applicant(s) citizens of the United States? Yes No

7. Is the licensee/applicant(s) a resident of the State of Maine? Yes No

NOTE: Applicants that are not citizens of the United States are required to file for the license as a business entity.

8. Is licensee/applicant(s) a business entity like a corporation or limited liability company?

Yes No If Yes, complete Section VII at the end of this application

9. For a licensee/applicant who is a business entity as noted in Section I, does any officer, director, member, manager, shareholder or partner have in any way an interest, directly or indirectly, in their capacity in any other business entity which is a holder of a wholesaler license granted by the State of Maine?

Yes No

Not applicable – licensee/applicant(s) is a sole proprietor

10. Is the licensee or applicant for a license receiving, directly or indirectly, any money, credit, thing of value, endorsement of commercial paper, guarantee of credit or financial assistance of any sort from any person or entity within or without the State, if the person or entity is engaged, directly or indirectly, in the manufacture, distribution, wholesale sale, storage or transportation of liquor.

Yes No

If yes, please provide details: _____

11. Do you own or have any interest in any another Maine Liquor License? Yes No

If yes, please list license number, business name, and complete physical location address: (attach additional pages as needed using the same format)

Name of Business	License Number	Complete Physical Address

12. List name, date of birth, place of birth for all applicants including any manager(s) employed by the licensee/applicant. Provide maiden name, if married. (attach additional pages as needed using the same format)

Full Name	DOB	Place of Birth
GAVIN BEAUDRY	03/26/1981	Nashua, NH
BENJAMIN LORD	09/13/1977	Calais, ME
JAKE SMITH	11/20/1975	Pawtucket, RI

Residence address on all the above for previous 5 years

Name	GAVIN BEAUDRY	Address:	Kittery, ME
Name	BENJAMIN LORD	Address:	DOVER, NH
Name	JAKE SMITH	Address:	YARK, ME
Name		Address:	

13. Will any law enforcement officer directly benefit financially from this license, if issued?

Yes No

If Yes, provide name of law enforcement officer and department where employed:

14. Has the licensee/applicant(s) ever been convicted of any violation of the liquor laws in Maine or any State of the United States? Yes No

If Yes, please provide the following information and attach additional pages as needed using the same format.

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

15. Has the licensee/applicant(s) ever been convicted of any violation of any law, other than minor traffic violations, in Maine or any State of the United States? Yes No

If Yes, please provide the following information and attach additional pages as needed using the same format.

Name: SEE ATTACHED Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

16. Has the licensee/applicant(s) formerly held a Maine liquor license? Yes No

17. Does the licensee/applicant(s) own the premises? Yes No

If No, please provide the name and address of the owner:

STUDIO VERTE, LLC 172 Pepperell RD, Kittery Point, ME

03905

18. If you are applying for a liquor license for a Hotel or Bed & Breakfast, please provide the number of guest rooms available: _____

19. Please describe in detail the area(s) within the premises to be licensed. This description is in addition to the diagram in Section VI. (Use additional pages as needed)

SEE ATTACHED

20. 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?

Name: CHURCH

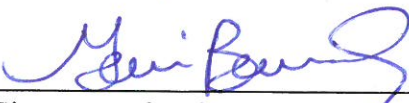
Distance: 200 YARDS

Section II: Signature of Applicant(s)

By signing this application, the licensee/applicant understands that false statements made on this application are punishable by law. Knowingly supplying false information on this application is a Class D Offense under Maine's Criminal Code, punishable by confinement of up to one year, or by monetary fine of up to \$2,000 or by both.

Please sign and date in blue ink.

Dated: 11/12/20


Signature of Duly Authorized Person

GAVIN BEAUDRY
Printed Name Duly Authorized Person

Signature of Duly Authorized Person

Printed Name of Duly Authorized Person

Section III: For use by Municipal Officers and County Commissioners only

The undersigned hereby certifies that we have complied with the process outlined in 28-A M.R.S. §653 and approve this on-premises liquor license application.

Dated: _____

Who is approving this application? Municipal Officers of _____

County Commissioners of _____ County

- Please Note:** The Municipal Officers or County Commissioners must confirm that the records of Local Option Votes have been verified that allows this type of establishment to be licensed by the Bureau for the type of alcohol to be sold for the appropriate days of the week. Please check this box to indicate this verification was completed.

Signature of Officials	Printed Name and Title

**This Application will Expire 60 Days from the date of
Municipal or County Approval unless submitted to the Bureau**

Included below is the section of Maine’s liquor laws regarding the approval process by the municipalities or the county commissioners. This is provided as a courtesy only and may not reflect the law in effect at the time of application. Please see <http://www.mainelegislature.org/legis/statutes/28-A/title28-Asec653.html>

§653. Hearings; bureau review; appeal

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

A. The bureau shall prepare and supply application forms.

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.

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-premises license or transfer of the location of an existing on-premises 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-premises license that has been extended pending renewal. The municipal officers or the county commissioners shall take final action on an on-premises license that has been extended pending renewal within 120 days of the filing of the application.

D. If an application is approved by the municipal officers or the county commissioners but the bureau finds, after inspection of the premises and the records of the applicant, that the applicant does not qualify for the class of license applied for, the bureau shall notify the applicant of that fact in writing. The bureau shall give the applicant 30 days to file an amended application for the appropriate class of license, accompanied by any additional license fee, with the municipal officers or county commissioners, as the case may be. If the applicant fails to file an amended application within 30 days, the original application must be denied by the bureau. The bureau shall notify the applicant in writing of its decision to deny the application including the reasons for the denial and the rights of appeal of the applicant.

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;

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;

C. Conditions of record such as waste disposal violations, health or safety violations 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;

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;

D-1. Failure to obtain, or comply with the provisions of, a permit for music, dancing or entertainment required by a municipality or, in the case of an unincorporated place, the county commissioners;

E. A violation of any provision of this Title;

F. A determination by the municipal officers or county commissioners that the purpose of the application is to circumvent the provisions of section 601; and

G. After September 1, 2010, server training, in a program certified by the bureau and required by local ordinance, has not been completed by individuals who serve alcoholic beverages.

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. Repealed

B. If the decision appealed from is an application denial, the bureau may issue the license only if it finds by clear and convincing evidence that the decision was without justifiable cause.

4. Repealed

5. 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.

Section IV: Terms and Conditions of Licensure as an Establishment that sells liquor for on-premises consumption in Maine

- The licensee/applicant(s) agrees to be bound by and comply with the laws, rules and instructions promulgated by the Bureau.
- The licensee/applicant(s) agrees to maintain accurate records related to an on-premise license as required by the law, rules and instructions promulgated or issued by the Bureau if a license is issued as a result of this application.
 - The licensee/applicant(s) authorizes the Bureau to obtain and examine all books, records and tax returns pertaining to the business, for which this liquor license is requested, and also any books, records and returns during the year in which any liquor license is in effect.
- Any change in the licensee's/applicant's licensed premises as defined in this application must be approved by the Bureau in advance.
- All new applicants must apply to the Alcohol and Tobacco Tax and Trade Bureau (TTB) for its Retail Beverage Alcohol Dealers permit. See the TTB's website at <https://www.ttb.gov/nrc/retail-beverage-alcohol-dealers> for more information.

Section V: Fee Schedule

Filing fee required. In addition to the license fees listed below, a filing fee of \$10.00 must be included with all applications.

Please note: For Licensees/Applicants in unorganized territories in Maine, the \$10.00 filing fee must be paid directly to County Treasurer. All applications received by the Bureau from licensees/applicants in unorganized territories must submit proof of payment was made to the County Treasurer together with the application.

Class of License	Type of liquor/Establishments included	Fee
Class I	For the sale of liquor (malt liquor, wine and spirits) This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; Vessels; Qualified Caterers	\$ 900.00
Class I-A	For the sale of liquor (malt liquor, wine and spirits) This class includes only hotels that do not serve three meals a day.	\$1,100.00
Class II	For the Sale of Spirits Only This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; and Vessels.	\$ 550.00
Class III	For the Sale of Wine Only This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.	\$ 220.00
Class IV	For the Sale of Malt Liquor Only This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; Restaurants; Taverns; Pool Halls; and Bed and Breakfasts.	\$ 220.00
Class III and IV	For the Sale of Malt Liquor and Wine Only This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.	\$ 440.00
Class V	For the sale of liquor (malt liquor, wine and spirits) This class includes only a Club without catering privileges.	\$ 495.00
Class X	For the sale of liquor (malt liquor, wine and spirits) This class includes only a Class A Lounge	\$2,200.00
Class XI	For the sale of liquor (malt liquor, wine and spirits) This class includes only a Restaurant Lounge	\$1,500.00

Section VII: Required Additional Information for a Licensee/Applicant for an On-Premises Liquor License Who are Legal Business Entities

Questions 1 to 4 of this part of the application must match information in Section I of the application above and match the information on file with the Maine Secretary of State's office. If you have questions regarding your legal entity name or DBA, please call the Secretary of State's office at (207) 624-7752.

All Questions Must Be Answered Completely. Please print legibly.

1. Exact legal name: The Black Birch, Inc.
2. Doing Business As, if any: The Black Birch
3. Date of filing with Secretary of State: 07/23/12 State in which you are formed: ME
4. If not a Maine business entity, date on which you were authorized to transact business in the State of Maine:

5. List the name and addresses for previous 5 years, birth dates, titles of officers, directors, managers, members or partners and the percentage ownership any person listed: (attached additional pages as needed)

Name	Address (5 Years)	Date of Birth	Title	Percentage of Ownership
GAVIN BEAUDRY	Kittery, ME	03/26/81	President	45
BENJAMIN LORD	Dover, NH	09/13/77	Treasurer	45
JAKE SMITH	YORK, ME	11/20/75	VP	10

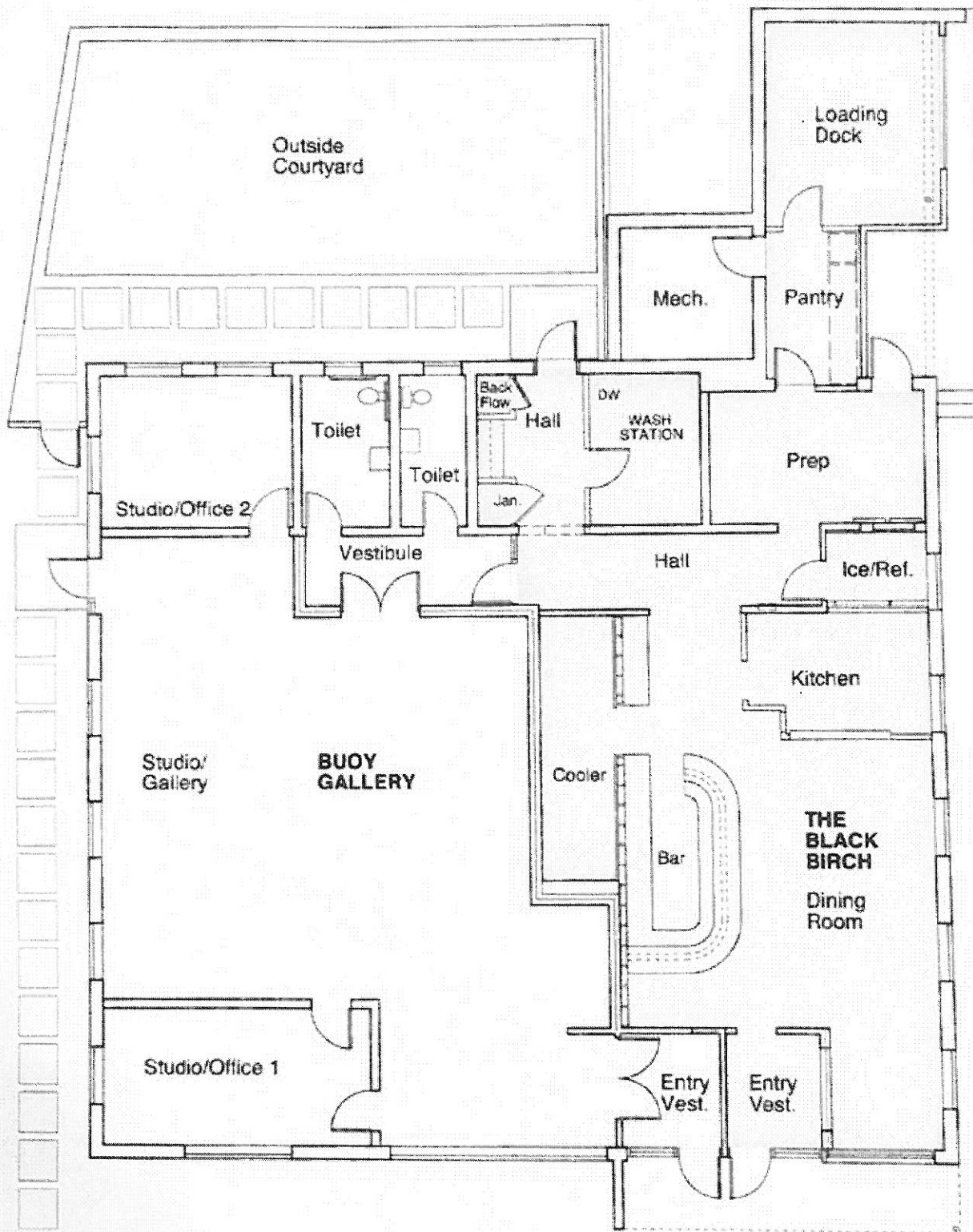
(Ownership in non-publicly traded companies must add up to 100%.)

#15

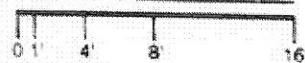
Name: Benjamin Lord.....Date of Conviction: 10/21/05
Offense: DUI 1st Offense.....Location: Portsmouth, NH District Court
Disposition: Guilty

Name: Gavin Beaudry.....Date of Conviction: 08/21/03
Offense: Violation - Disorderly ConductLocation: Durham, NH District Court (now Dover)
Disposition: Guilty

Name: Jake Smith.....Date of Conviction: 04/16/19
Offense: OUI 1st Offense.....Location: York, ME District Court
Disposition: Guilty



FLOOR PLAN
2 Government Street





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

REPORT TO TOWN COUNCIL

Meeting Date: November 23, 2020
From: Kendra Amaral, Town Manager
Subject: Resolution to Refund 2010 Bonds
Council Sponsor: Chairperson Jeffrey Thomson

EXECUTIVE SUMMARY

The Town is seeking to take advantage of lower interest rates to refund and refinance bonds issued in 2010.

The Bonds were issued under the authority of Title 30-A pursuant to bond ordinances adopted by the Town Council in April 13, 2009, and ratified by the voters of the Town's at its Town Referendum Election held on June 9, 2009.

The bonds were issued for 20-years, and included \$675,000 in permanent funds to pay for the costs to construct and equip an addition to and renovations of the public works garage and to construct a replacement salt shed (the "PWD Projects"), and \$6,525,000, for the cost to construct and equip additions to and renovations of Mitchell School and Shapleigh School, (the "School Projects").

The bonds are now eligible to be refinanced, having reached the 10-year mark since issuance. The refinance will not increase the duration of the debt; the replacing bond will be for 10-years. Savings expected over the remaining 10-years of the debt is between \$450,000 and \$510,000 in total.

The bonds will be refunded and refinanced at the same time as the Library project bond will be issued.

The attached resolution has been developed by Bond Counsel and is consistent with both the authorizing referendum and the bond ordinances approved in 2009, and Maine Law.

RECOMMENDATION

Approve as proposed.

ATTACHMENTS

- Resolution Authorizing Redemption of Town's 2010 Bonds
- Attested Bond Ordinances from 2009

Motion: The Kittery Town Council moves to adopt a Resolution Authorizing Redemption of Town's 2010 Bonds and Issuance of Refunding Bonds in Principal Amount not to Exceed \$3,960,000 and that an attested copy of said Resolution be included with the meeting minutes.

TOWN COUNCIL OF THE TOWN OF KITTERY

RESOLUTION AUTHORIZING REDEMPTION OF TOWN'S 2010 BONDS AND ISSUANCE OF REFUNDING BONDS IN PRINCIPAL AMOUNT NOT TO EXCEED \$3,960,000

WHEREAS, on July 29, 2010 the Town of Kittery (the "Town") issued general obligation bonds in the original principal amount of \$7,200,000 dated July 15, 2010 to finance costs associated with additions and renovations to Mitchell School, Shapleigh School, and a public works garage and construction of a replacement salt shed, including the refunding on a current basis of the Town's bond anticipation note issued for those projects (the "2010 Bonds");

WHEREAS, the 2010 Bonds provide that bonds of the issue of 2010 Bonds maturing on and after September 1, 2021 are subject to redemption prior to their stated dates of maturity, at the option of the Town, on and after September 1, 2020, as a whole or in part at any time, in such order of maturity as the Town, in its discretion, may determine at a redemption price of par (100% of original stated amount of value at maturity), together with interest accrued and unpaid to redemption date, if any];

WHEREAS, there remains an outstanding principal balance of \$3,960,000.00 owed on the 2010 Bonds;

WHEREAS, for the purpose of lowering debt service costs the Town desires to redeem the 2010 Bonds and fund the redemption of the 2010 Bonds by issuing an amount not to exceed \$3,960,000 in current refunding general obligation bonds;

NOW THEREFORE, BE IT HEREBY RESOLVED:

Section 1. Authorization to Redeem and Refund 2010 Bonds

1.1. Pursuant to sections 2.06 and 2.07(3) of the Charter, section 5772 of Title 30-A of the Maine Revised Statutes, as amended, and all other applicable laws, the Town Treasurer (the "Treasurer") is authorized to take all actions necessary to provide for the Town to redeem the 2010 Bonds and to refund the 2010 Bonds on a current basis by issuing general obligation refunding bonds in a principal amount not to exceed \$3,960,000.000 in the aggregate, (the "Bonds");

1.2. That the Treasurer is authorized to issue a notice of redemption of the 2010 Bonds and to execute and deliver such other notices, documents and instruments and to take such other actions as may be required for the Town to redeem the 2010 Bonds;

Section 2. Appropriation of Bond Proceeds; Tax Levy.

- 2.1 The proceeds of the Bonds, including investment earnings, accrued interest, and bond premium, if any, are appropriated to redeem and refund the 2010 Bonds, including payment of call premium, if any, and interest accrued to redemption, as may be applicable
- 2.2 An amount sufficient for the payment of the annual payments of principal and interest on the Bonds, not payable from other sources, shall be included in the tax levy of each year until the debt represented by the Bonds is extinguished.

Section 3. Authorization to Arrange for Sale of Bonds and Determine Bond Details.

- 3.1 The Treasurer of the Town (the "Treasurer") is authorized to arrange for the sale of the Bonds, with or without premium, at one time or from time to time, as one or more separate bond issues, as tax-exempt or as taxable obligations, at public or private sale to such parties as the Treasurer determines to be in the Town's interest, and to execute and deliver loan agreements and other contracts for that purpose, all on such terms not inconsistent with the Charter and this Resolution as the Treasurer shall approve, such approval to be conclusively evidenced by the execution thereof.
- 3.2 In connection with the sale of any of the Bonds, the Treasurer is authorized to select and hire municipal advisors, other consultants, underwriters, registrars, paying agents, and transfer agents and to execute and deliver such contracts or agreements for that purpose as may be necessary or appropriate, and all actions the Treasurer has previously taken consistent with this authorization is hereby ratified and confirmed in all respects.
- 3.3 To the extent not inconsistent with the Charter or this Resolution, the Treasurer is authorized to determine the date(s), maturity(ies), denomination(s), interest rate(s), place(s) of payment, form(s), and all other details, terms, and provisions of each issue of the Bonds, and to approve the form and manner of their sale and award, said approval to be conclusively evidenced by the execution thereof.
- 3.4 The Treasurer is authorized to provide on behalf of the Town that the Bonds may be redeemable or callable, with or without premium, prior to their maturity.
- 3.5 The Treasurer is authorized to prepare, or cause to be prepared, a Preliminary Official Statement and an Official Statement for use in the offering and sale of any of the Bonds in such form and containing such information as may be approved by the Treasurer with the advice of bond counsel for the Town. The use and distribution of any such Preliminary Official Statement and Official Statement in the name and on behalf of the Town in connection with offering the Bonds for sale is hereby approved.

Section 4. Registered Form.

- 4.1 The Bonds shall be issued in the name of the Town and in registered form transferable only on the registration books of the Town, which registration books may be kept by the Town or its transfer agent, upon surrender thereof with a written instrument of transfer, duly executed by the registered owner or his/her attorney duly authorized in writing.

- 4.2 As an alternative to the provisions of Section 4.1, above, regarding physical transfer of Bonds, the Treasurer is authorized to undertake all acts necessary to provide for the issuance and transfer of the Bonds in book-entry form pursuant to the Depository Trust Company Book-Entry Only System and to enter into a Letter of Representation or any other contract, agreement, or understanding necessary or, in the Treasurer's opinion, appropriate in order to qualify the Bonds for and participate in the Depository Trust Company Book-Entry Only System.

Section 5. Form of Execution; Other Bond Terms.

- 5.1 The Bonds shall be executed and delivered by the Treasurer and countersigned by the Chairperson of the Town Council (the "Chairperson") under the official seal of the Town, attested by the Town Clerk of the Town (the "Clerk"), and otherwise be in such form and contain such terms and provisions not inconsistent herewith, as they shall approve, their approval to be conclusively evidenced by their execution thereof. Any signature thereon may be by facsimile to the extent permitted by law.
- 5.2 The appropriate officials of the Town are authorized to execute and deliver on behalf of the Town such other documents and certificates as may be necessary or convenient to the issuance, execution, or delivery of the Bonds.

Section 6. Conformance with Arbitrage and Private Activity Rules.

- 6.1 If the Bonds, or any of them, are issued on a tax exempt basis, the Treasurer is authorized and directed to certify on behalf of the Town that no part of the proceeds of the issue and sale of the Bonds shall be used, directly or indirectly, to acquire any securities and obligations, the acquisition of which would cause the Bonds to be "arbitrage bonds" or "private activity bonds" within the meaning of Sections 148 and 141 of the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasurer is authorized to so covenant and certify on behalf of the Town.

Section 7. Compliance with Other Applicable Federal Laws and Rules.

- 7.1 If the Bonds, or any of them, are issued on a tax exempt basis, the Treasurer is authorized in connection with the Bonds to execute and deliver on behalf of the Town an arbitrage and use of proceeds certificate in form approved by bond counsel for the Town, and to covenant on behalf of the Town to file any information report and pay any rebate due to the United States in connection with the issuance of the Bonds, and to take all other lawful actions necessary to ensure that the interest on the Bonds will be excludable from the gross income of the owners thereof for purposes of federal income taxation and to refrain from taking any action which would cause interest on the Bonds to become includable in the gross income of the owners thereof.
- 7.2 The Treasurer is authorized to covenant, certify, and agree, on behalf of the Town, for the benefit of the holders of the Bonds, that the Town will file any required reports, make any annual financial or material event disclosure, and take any other actions that may be necessary to ensure that the disclosure requirements imposed by Rule 15c2-12 of the Securities and Exchange Commission, if applicable, are met.
- 7.3 The Treasurer, in consultation with bond counsel for the Town, is authorized to implement written procedures with respect to the Bonds for the purpose of (i) ensuring timely "remedial action" for any portion of the Bonds that may become "non-qualified bonds," as those terms

are defined in the Code and regulations thereunder; and (ii) monitoring the Town's compliance following the issuance of the Bonds with the arbitrage, yield restriction, and rebate requirements of the Code and regulations thereunder.

Section 8. Authorization to Designate Bonds as Bank Qualified.

- 8.1 The Treasurer may designate, and is authorized to take all such actions as may be necessary to designate, any of the Bonds as qualified tax-exempt obligations for purposes of Section 265(b)(3) of the Code.

Section 9. Other Actions; Alternative Officials for Issuance, Sale, and Delivery of the Bonds.

- 9.1 The Treasurer, Chairperson, and Clerk and other proper officials of the Town, acting singly, are hereby authorized and empowered in its name and on its behalf to do or cause to be done all such acts and things, not inconsistent herewith, as may be necessary or desirable in order to effect the issuance, sale, and delivery of the Bonds and the accomplishment of the Project herein authorized.
- 9.2 If the Treasurer, Chairperson, or Clerk for any reason are unavailable to, as applicable, approve, execute, attest, or deliver the Bonds or any other documents necessary or convenient to the issuance, execution, attestation, or delivery of the Bonds or the accomplishment of the Project, the person or persons then acting in any such capacity, whether as assistant, deputy, successor, or otherwise, shall be authorized to act for such unavailable official with the same force and effect as if such official had performed such act.
- 9.3 If any of the officers or officials of the Town who have signed, attested, or sealed the Bonds shall cease to be such officers or officials before the Bonds so signed, attested, and sealed shall have been actually authenticated or delivered by the Town, such Bonds nevertheless may be authenticated, delivered, and issued with the same force and effect as though the person or persons who signed, attested, or sealed the Bonds had not ceased to be such officer or official; and also, any such Bonds may be signed, attested, or sealed on behalf of the Town by those persons who, at the actual date of execution of the Bonds, shall be the proper officers or officials of the Town, although at the nominal date of the Bonds any such person shall not have been such officer or official.

Section 10. Consolidation; Exchanges or Transfers of Bonds; Redemption.

- 10.1 Any or all of the Bonds may be consolidated with and become a part of any other issue of bonds or notes of the Town authorized to be issued.
- 10.2 The Treasurer, Chairperson, and Clerk are authorized to, from time to time, execute such Bonds as may be required to provide for exchanges or transfers of Bonds authorized hereunder.
- 10.3 The Bonds (or bonds issued to refund such Bonds) may be made subject to redemption prior to their stated dates of maturity at the option of the Town, as a whole or in part at any time, in such order of maturity as the Treasurer, in the Treasurer's discretion, may determine at the respective redemption prices. While any of the Bonds (or bonds issued to refund such Bonds) are outstanding, the Treasurer is authorized to issue and deliver refunding bonds to refund some or all of the Bonds then outstanding, and to determine the date, form, interest rate, maturities, and all other terms and details of such refunding bonds, including the form and manner of their sale and award. The Treasurer is further authorized to provide that any of such

refunding bonds be made callable, with or without premium, prior to their stated date(s) of maturity. Each refunding bond issued hereunder shall be signed by the Treasurer and Chairperson, either of both of whose signatures may be by facsimile to the extent permitted by law, attested to by the Clerk under the seal of the Town, and shall be in such form and contain such terms and provisions not inconsistent herewith as they may approve, their approval to be conclusively evidenced by their execution thereof.

Section 11. Filing with Official Records

11.1 The Clerk is directed to file an attested copy of this Resolution with the minutes of this meeting.

A true copy, attest:

Karen Estee, Town Clerk

**ORDINANCE AUTHORIZING TOWN OF KITTERY \$675,000 BOND
ISSUANCE FOR AN ADDITION AND RENOVATIONS TO PUBLIC WORKS
GARAGE AND A REPLACEMENT SALT SHED**

THE TOWN OF KITTERY HEREBY ORDAINS THAT pursuant to 30-A M.R.S. Sections 5721 and 5772 and the Charter of the Town of Kittery (the "Charter"), the Town be authorized to issue general obligation bonds in an amount not to exceed \$675,000, (the "Bonds") for the purpose of funding costs to construct and equip an addition and renovations to the public works garage and to construct a replacement salt shed (the "Project"), provided, however, that pursuant to section 6.07 of the Charter this ordinance be subject to approval of the Bonds by the Town's voters at referendum election as provided herein;

THAT the proceeds of the Bonds, including any investment earnings on the Bonds, and accrued interest, if any, be appropriated for the purposes set forth herein;

THAT the Treasurer be authorized to prepare, issue, and sell the Bonds in the aggregate amount of not more than \$675,000 at one time or from time to time, as one or more separate bond issues, and to determine the date, form, interest rates, maturities, denominations and all other details of each issue of the Bonds, including the form and manner of their sale and award, subject to the provisions of law, the Town Charter and this Ordinance;

THAT the Treasurer be authorized to borrow money in anticipation of the Bonds by the issuance and sale of notes or renewal notes, as a single issue or in series, in anticipation of the Bonds, and to determine the date, form, interest rates, maturities, denominations and all other details of each issue of such notes, including the form and manner of their sale and award, subject to the provisions of the law, the Town Charter and this Ordinance;

THAT the Treasurer be authorized to provide that any of the Bonds and notes herein authorized may be made callable, with or without premium, prior to their maturity;

THAT each Bond or note issued hereunder shall be executed by the Treasurer, countersigned by the Council Chairperson, sealed with the official seal of the Town, attested by the Clerk, and otherwise be in such form and contain such terms and provisions, not inconsistent herewith, as they shall approve, their approval to be conclusively evidenced by their execution thereof and that any signature thereon may be by facsimile to the extent permitted by law;

THAT the Treasurer be authorized to provide for the sale of the Bonds and notes hereunder at public or private sale, including without limitation, a sale of any of the Bonds to the Maine Municipal Bond Bank, and to enter into a Loan Agreement in connection with any such sale to the Maine Municipal Bond Bank on such terms not inconsistent herewith as the Treasurer may approve, such approval to be conclusively evidenced by execution thereof;

THAT in connection with the sale of any of the Bonds and notes authorized hereunder the Treasurer be authorized to select financial advisors, underwriters, registrars, paying agents and transfer agents and that in connection with selecting and hiring any or all of the foregoing the Treasurer be authorized and empowered to execute and deliver such contracts or agreements as may be necessary or appropriate;

THAT the Treasurer be authorized to prepare, or cause to be prepared, a Preliminary Official Statement and an Official Statement for use in the offering and sale of any of the Bonds and notes herein authorized, any such Preliminary Official Statement and Official Statement to be in such form and contain such information as may be approved by the Treasurer, with the advice of the bond counsel for the Town, and that the use and distribution of any such Preliminary Official Statement and Official Statement in the name and on behalf of the Town in connection with offering the Bonds and notes for sale be approved;

THAT the Treasurer be authorized to provide for any of the Bonds and notes authorized hereunder to be issued in registered form, transferable only on the registration books of the Town, which registration books may be kept by the Town or its transfer agent, upon surrender thereof with a written instrument of transfer, duly executed by the registered owner or his attorney duly authorized in writing;

THAT in lieu of physical certificates of any of the Bonds and notes authorized hereunder, the Treasurer be authorized to undertake all acts necessary to provide for the issuance and transfer of such Bonds and notes in book-entry form pursuant to the Depository Trust Company Book-Entry Only System, as an alternative to the provisions of the preceding paragraph above regarding physical transfer, and the Treasurer be authorized and empowered to enter into a Letter of Representation or any other contract, agreement or understanding necessary or, in the Treasurer's opinion, appropriate in order to qualify the Bonds or notes for and participate in the Depository Trust Company Book-Entry Only System;

THAT the Treasurer, Chairperson of the Town Council and Clerk from time to time shall execute such Bonds and notes as may be required to provide for exchanges or transfers of Bonds and notes authorized hereunder;

THAT any or all of the Bonds and notes issued hereunder may be consolidated with and become a part of any other issue of temporary notes or general obligation bonds authorized to be issued by any previous or subsequent ordinance of the Town Council;

THAT the Treasurer be authorized to covenant and certify on behalf of the Town that no part of the proceeds of the Bonds and notes issued hereunder shall be used, directly or indirectly, to acquire any securities and obligations, the acquisition of which would cause such Bonds or notes to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code");

THAT the Treasurer be authorized to take all such actions as may be necessary to designate the Bonds, and any temporary notes issued in anticipation of the issuance of the Bonds, as qualified tax-exempt obligations for purposes of Section 265(b) of said Code, it being the Council's intention that the Treasurer, with the advice of bond counsel, make the election required by section 265(b) of the Code with respect to such Bonds and notes to the extent the election may be available and advisable as determined by the Treasurer;

THAT the Treasurer of the Town be authorized to covenant and agree on behalf of the Town, for the benefit of the holders of the Bonds and notes authorized hereunder, that the Town will file any information report and pay any rebate due to the United States in connection with the issuance of such Bonds or notes, that the Town will take all other lawful actions necessary to insure that the interest on such Bonds or notes will remain

excluded from the gross income for purposes of federal income taxation and that the Town will refrain from taking any action which would cause interest on such Bonds or notes to become includable in the gross income of the owners thereof;

THAT the Treasurer be authorized to covenant, certify and agree, on behalf of the Town, for the benefit of the holders of the Bonds and notes authorized hereunder, that the Town will file any required reports, make any annual financial or material event disclosure, and take any other action that may be necessary to insure that the disclosure requirements imposed by Rule 15c2-12 of the Securities and Exchange Commission, if applicable, are met;

THAT an amount sufficient for the payment of the annual payments of principal and interest on the Bonds and any notes issued hereunder, not payable from other sources, shall be included in the tax levy of each year until the debt represented by the Bonds and notes is extinguished;

THAT the proceeds of the Bonds and notes issued hereunder, including investment earnings and accrued interest, if any, be appropriated for the costs of the Project; and that excess proceeds of the Bonds, if any, be appropriated, first, to any costs of the Project in excess of the principal amount of the Bonds and, second, in accordance with applicable terms and provisions of the Arbitrage and the Use of Proceeds Certificate delivered in connection with the sale of the Bonds including, to the extent permitted thereunder, to the Town's general fund;

THAT the term "cost" or "costs," as used herein and applied to the Project, includes all costs related to the Project, including without limitation costs, as applicable, for (1) acquiring, constructing, renovating, repairing, improving, equipping, designing and engineering all or any portion of the Project and infrastructure related to the Project; (2) site preparation, including as applicable, removal of any existing buildings and improvements; (3) any real property interests, rights, easements, licenses and franchises acquired or conveyed in connection with the Project; (4) planning and development, site selection, preparation of specifications, surveys, engineering and feasibility studies, and other professional services associated with the Project; (5) environmental studies, appraisals and assessments; and (6) financing charges and issuance costs related to the sale and issuance of Bonds and notes authorized hereunder, including without limitation premiums for insurance, interest prior to and during construction and for a period not greater than three (3) years from the issue date of the Bonds, financial advisor fees and costs, underwriters' fees and costs, legal and accounting fees and costs, application fees, and other fees and expenses;

THAT the Treasurer, Chairman of the Town Council and Clerk and other proper officials of the Town be, and hereby are authorized and empowered in its name and on its behalf to do or cause to be done all such acts and things, not inconsistent herewith, as may be necessary or desirable in order to effect the issuance, sale and delivery of the Bonds and notes hereunder and the accomplishment of the Project herein authorized;

THAT if any of the officers or officials of the Town who have signed or sealed the Bonds or notes hereunder shall cease to be such officers or officials before the Bonds and notes herein authorized so signed and sealed shall have been actually authenticated or delivered by the Town, such Bonds and notes nevertheless may be authenticated, issued, and delivered with the same force and effect as though the person or persons who signed

or sealed such Bonds or notes had not ceased to be such officer or official; and also any such Bonds or notes may be signed and sealed on behalf of the Town by those persons who, at the actual date of the execution of such Bonds or notes, shall be the proper officers and officials of the Town, although at the nominal date of such Bonds or notes any such person shall not have been such officer or official;

THAT if the Clerk, Treasurer or Council Chairperson are for any reason unavailable to, as applicable, approve, execute, attest or deliver the Bonds and notes authorized hereunder, or any other documents necessary or convenient to the issuance, execution, or delivery of the Bonds or the notes or the accomplishment of the Project, the person or persons acting in any such capacity, whether as assistant, deputy, or otherwise, be authorized to act for such unavailable official with the same force and effect as if such official had performed such act;

THAT it is the intent of the Town Council that this Bond Order shall constitute the Town's declaration of official intent within the meaning of Treasury Regulation 1.150-2;

THAT a copy of this Ordinance be filed with the Town Clerk; and

THAT pursuant to Section 6.07 of the Charter a referendum election be held on June 9, 2009 for the voters of the Town to consider approval of the Project; that the Clerk take all actions required of the Clerk for that referendum election to be called and held; and that a referendum question in the following form appear in the warrant and on the ballot at said referendum election, accompanied by a signed statement of the Treasurer setting forth the information required by Section 6.07 of the Charter:

REFERENDUM QUESTION ON PROPOSED TOWN OF KITTEERY \$675,000
BOND ISSUE FOR AN ADDITION AND RENOVATIONS TO PUBLIC WORKS
GARAGE AND A REPLACEMENT SALT SHED

Shall the Town of Kittery council be authorized to issue bonds in a total amount not to exceed \$675,000, for the purpose of funding costs to construct and equip an addition and renovations to the public works garage and to construct a replacement salt shed?

Approved 4/13/09

A true copy

Attest:


Maryann Place, Town Clerk

**ORDINANCE AUTHORIZING TOWN OF KITTEERY \$7,000,000 BOND
ISSUANCE FOR ADDITIONS AND RENOVATIONS TO MITCHELL SCHOOL
AND SHAPLEIGH SCHOOL**

THE TOWN OF KITTEERY HEREBY ORDAINS THAT pursuant to 30-A M.R.S. Sections 5721 and 5772 and the Charter of the Town of Kittery (the "Charter"), the Town be authorized to issue general obligation bonds in an amount not to exceed \$7,000,000, (the "Bonds") for the purpose of funding costs to construct and equip additions and renovations to Mitchell School and Shapleigh School (the "Project"), provided, however, that pursuant to section 6.07 of the Charter this ordinance be subject to approval of the Bonds by the Town's voters at referendum election as provided herein;

THAT the proceeds of the Bonds, including any investment earnings on the Bonds, and accrued interest, if any, be appropriated for the purposes set forth herein;

THAT the Treasurer be authorized to prepare, issue, and sell the Bonds in the aggregate amount of not more than \$7,000,000 at one time or from time to time, as one or more separate bond issues, and to determine the date, form, interest rates, maturities, denominations and all other details of each issue of the Bonds, including the form and manner of their sale and award, subject to the provisions of law, the Town Charter and this Ordinance;

THAT the Treasurer be authorized to borrow money in anticipation of the Bonds by the issuance and sale of notes or renewal notes, as a single issue or in series, in anticipation of the Bonds, and to determine the date, form, interest rates, maturities, denominations and all other details of each issue of such notes, including the form and manner of their sale and award, subject to the provisions of the law, the Town Charter and this Ordinance;

THAT the Treasurer be authorized to provide that any of the Bonds and notes herein authorized may be made callable, with or without premium, prior to their maturity;

THAT each Bond or note issued hereunder shall be executed by the Treasurer, countersigned by the Council Chairperson, sealed with the official seal of the Town, attested by the Clerk, and otherwise be in such form and contain such terms and provisions, not inconsistent herewith, as they shall approve, their approval to be conclusively evidenced by their execution thereof and that any signature thereon may be by facsimile to the extent permitted by law;

THAT the Treasurer be authorized to provide for the sale of the Bonds and notes hereunder at public or private sale, including without limitation, a sale of any of the Bonds to the Maine Municipal Bond Bank, and to enter into a Loan Agreement in connection with any such sale to the Maine Municipal Bond Bank on such terms not inconsistent herewith as the Treasurer may approve, such approval to be conclusively evidenced by execution thereof;

THAT in connection with the sale of any of the Bonds and notes authorized hereunder the Treasurer be authorized to select financial advisors, underwriters, registrars, paying agents and transfer agents and that in connection with selecting and hiring any or all of the foregoing the Treasurer be authorized and empowered to execute and deliver such contracts or agreements as may be necessary or appropriate;

THAT the Treasurer be authorized to prepare, or cause to be prepared, a Preliminary Official Statement and an Official Statement for use in the offering and sale of any of the Bonds and notes herein authorized, any such Preliminary Official Statement and Official Statement to be in such form and contain such information as may be approved by the Treasurer, with the advice of the bond counsel for the Town, and that the use and distribution of any such Preliminary Official Statement and Official Statement in the name and on behalf of the Town in connection with offering the Bonds and notes for sale be approved;

THAT the Treasurer be authorized to provide for any of the Bonds and notes authorized hereunder to be issued in registered form, transferable only on the registration books of the Town, which registration books may be kept by the Town or its transfer agent, upon surrender thereof with a written instrument of transfer, duly executed by the registered owner or his attorney duly authorized in writing;

THAT in lieu of physical certificates of any of the Bonds and notes authorized hereunder, the Treasurer be authorized to undertake all acts necessary to provide for the issuance and transfer of such Bonds and notes in book-entry form pursuant to the Depository Trust Company Book-Entry Only System, as an alternative to the provisions of the preceding paragraph above regarding physical transfer, and the Treasurer be authorized and empowered to enter into a Letter of Representation or any other contract, agreement or understanding necessary or, in the Treasurer's opinion, appropriate in order to qualify the Bonds or notes for and participate in the Depository Trust Company Book-Entry Only System;

THAT the Treasurer, Chairperson of the Town Council and Clerk from time to time shall execute such Bonds and notes as may be required to provide for exchanges or transfers of Bonds and notes authorized hereunder;

THAT any or all of the Bonds and notes issued hereunder may be consolidated with and become a part of any other issue of temporary notes or general obligation bonds authorized to be issued by any previous or subsequent ordinance of the Town Council;

THAT the Treasurer be authorized to covenant and certify on behalf of the Town that no part of the proceeds of the Bonds and notes issued hereunder shall be used, directly or indirectly, to acquire any securities and obligations, the acquisition of which would cause such Bonds or notes to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code");

THAT the Treasurer be authorized to take all such actions as may be necessary to designate the Bonds, and any temporary notes issued in anticipation of the issuance of the Bonds, as qualified tax-exempt obligations for purposes of Section 265(b) of said Code, it being the Council's intention that the Treasurer, with the advice of bond counsel, make the election required by section 265(b) of the Code with respect to such Bonds and notes to the extent the election may be available and advisable as determined by the Treasurer;

THAT the Treasurer of the Town be authorized to covenant and agree on behalf of the Town, for the benefit of the holders of the Bonds and notes authorized hereunder, that the Town will file any information report and pay any rebate due to the United States in connection with the issuance of such Bonds or notes, that the Town will take all other lawful actions necessary to insure that the interest on such Bonds or notes will remain

excluded from the gross income for purposes of federal income taxation and that the Town will refrain from taking any action which would cause interest on such Bonds or notes to become includable in the gross income of the owners thereof;

THAT the Treasurer be authorized to covenant, certify and agree, on behalf of the Town, for the benefit of the holders of the Bonds and notes authorized hereunder, that the Town will file any required reports, make any annual financial or material event disclosure, and take any other action that may be necessary to insure that the disclosure requirements imposed by Rule 15c2-12 of the Securities and Exchange Commission, if applicable, are met;

THAT an amount sufficient for the payment of the annual payments of principal and interest on the Bonds and any notes issued hereunder, not payable from other sources, shall be included in the tax levy of each year until the debt represented by the Bonds and notes is extinguished;

THAT the proceeds of the Bonds and notes issued hereunder, including investment earnings and accrued interest, if any, be appropriated for the costs of the Project; and that excess proceeds of the Bonds, if any, be appropriated, first, to any costs of the Project in excess of the principal amount of the Bonds and, second, in accordance with applicable terms and provisions of the Arbitrage and the Use of Proceeds Certificate delivered in connection with the sale of the Bonds including, to the extent permitted thereunder, to the Town's general fund;

THAT the term "cost" or "costs," as used herein and applied to the Project, includes all costs related to the Project, including without limitation costs, as applicable, for (1) acquiring, constructing, renovating, repairing, improving, equipping, designing and engineering all or any portion of the Project and infrastructure related to the Project; (2) site preparation, including as applicable, removal of any existing buildings and improvements; (3) any real property interests, rights, easements, licenses and franchises acquired or conveyed in connection with the Project; (4) planning and development, site selection, preparation of specifications, surveys, engineering and feasibility studies, and other professional services associated with the Project; (5) environmental studies, appraisals and assessments; and (6) financing charges and issuance costs related to the sale and issuance of Bonds and notes authorized hereunder, including without limitation premiums for insurance, interest prior to and during construction and for a period not greater than three (3) years from the issue date of the Bonds, financial advisor fees and costs, underwriters' fees and costs, legal and accounting fees and costs, application fees, and other fees and expenses;

THAT the Treasurer, Chairman of the Town Council and Clerk and other proper officials of the Town be, and hereby are authorized and empowered in its name and on its behalf to do or cause to be done all such acts and things, not inconsistent herewith, as may be necessary or desirable in order to effect the issuance, sale and delivery of the Bonds and notes hereunder and the accomplishment of the Project herein authorized;

THAT if any of the officers or officials of the Town who have signed or sealed the Bonds or notes hereunder shall cease to be such officers or officials before the Bonds and notes herein authorized so signed and sealed shall have been actually authenticated or delivered by the Town, such Bonds and notes nevertheless may be authenticated, issued, and delivered with the same force and effect as though the person or persons who signed

or sealed such Bonds or notes had not ceased to be such officer or official; and also any such Bonds or notes may be signed and sealed on behalf of the Town by those persons who, at the actual date of the execution of such Bonds or notes, shall be the proper officers and officials of the Town, although at the nominal date of such Bonds or notes any such person shall not have been such officer or official;

THAT if the Clerk, Treasurer or Council Chairperson are for any reason unavailable to, as applicable, approve, execute, attest or deliver the Bonds and notes authorized hereunder, or any other documents necessary or convenient to the issuance, execution, or delivery of the Bonds or the notes or the accomplishment of the Project, the person or persons acting in any such capacity, whether as assistant, deputy, or otherwise, be authorized to act for such unavailable official with the same force and effect as if such official had performed such act;

THAT it is the intent of the Town Council that this Bond Order shall constitute the Town's declaration of official intent within the meaning of Treasury Regulation 1.150-2;

THAT a copy of this Ordinance be filed with the Town Clerk; and

THAT pursuant to Section 6.07 of the Charter a referendum election be held on June 9, 2009 for the voters of the Town to consider approval of the Project; that the Clerk take all actions required of the Clerk for that referendum election to be called and held; and that a referendum question in the following form appear in the warrant and on the ballot at said referendum election, accompanied by a signed statement of the Treasurer setting forth the information required by Section 6.07 of the Charter:

REFERENDUM QUESTION ON PROPOSED TOWN OF KITTEERY \$7,000,000
BOND ISSUE FOR ADDITIONS AND RENOVATIONS TO MITCHELL SCHOOL
AND SHAPLEIGH SCHOOL

Shall the Town of Kittery council be authorized to issue bonds in a total amount not to exceed \$7,000,000, for the purpose of funding costs to construct and equip additions and renovations to Mitchell School and Shapleigh School?

Approved 4/13/09

A true copy,

Attest: Maryann Place
Maryann Place, Town Clerk



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

REPORT TO TOWN COUNCIL

Meeting Date: November 23, 2020
From: Kendra Amaral, Town Manager
Subject: Title 2 Maine Earned Paid Leave Law
Councilor Sponsor: Chairperson Jeffrey Thomson

EXECUTIVE SUMMARY

The proposed amendment is required to ensure the Town's Administrative Code is compliant with Maine Revised Statute Title 26 §637 which becomes effective on January 1, 2021.

PROPOSED TITLE 2 REVISIONS

MRS Title 26 §637 was passed in 2019 and requires that all employers, with more than 10 employees, provide each eligible employee with one hour of paid leave for every 40 hours worked, up to 40 hours of paid leave in a calendar year.

The law applies to full-time, part-time, and temporary employees. Per the new law, an employee must be eligible to use the time for any reason beginning 120 calendar days following their hire date. The employer may establish policies for notification for use as "vacation time", but cannot limit or prohibit the immediate use of earned leave for illness, emergency, or sudden necessity. The employer may establish policies relative to pay out of unused earned leave balances upon employee termination. The Department of Labor recently released its rules regarding the implementation of the new law, and provided greater guidance regarding a number of issues the law generates as it is applied to municipal operations.

Title 2 – Administrative Code pertains to full-time employees not covered by a collective bargaining agreement. Upon review of the Department of Labor's rules, it has been determined that Title 2 is not compliant with the new state law as it relates to the first six months of an eligible employee's service with the Town.

Upon achieving six months of continuous service, an employee receives a week of vacation (§2.3.16.B). The employee is also earning one sick day per month worked (§2.3.16.D). Though the "sick days" accrued exceed the total number of hours required by the new law, the limitation on the use is not compliant.

The proposed amendment will address the compliance gap. As proposed, earned leave will begin to accrue for a new eligible employee immediately rather than waiting until the employee achieves six months of continuous service. Once the employee has achieved six months of continuous service,

the time will be converted to vacation and the normal accrual processes for vacation, sick and personal time will take over.

The Town Manager is charged with establishing and enforcing rules regarding part-time and temporary employees, and more broadly earned time use. The Town's personnel rules are being updated to ensure compliance with state law.

PROPOSED SOLUTION/RECOMMENDATION

Approve amendment as proposed.

ATTACHMENTS

- Proposed Title 2 Amendment – Maine Earned Paid Leave
- Proposed Enactment
- MRS Title 26 §637 Earned Paid Leave

TITLE 2
ADMINISTRATIVE CODE
MAINE EARNED PAID LEAVE LAW

1 **ADD §2.3.17 Maine Earned Paid Leave for full-time employees as follows:**

2 §2.3.17 Maine Earned Paid Leave

3 a. In accordance with Maine’s Earned Paid Leave Law MRS 26 §637, an employee will receive
4 one (1) hour of earned paid leave for every forty hours worked until they have achieved six
5 months of currently continuous service.

6 b. Once employees have completed six months of currently continuous service, the accrued
7 earned paid leave balance will be converted to annual vacation leave and be counted towards the
8 five vacation days awarded in §2.3.16.B(1)(a).

9 c. Accrued earned paid leave used during the first six months will be deducted from the five
10 vacation days awarded in in §2.3.16.B(1)(a).

11 d. Employees may not utilize accrued earned paid leave until 120 days following the employee’s
12 hire date unless approved by the Town Manager.

13 e. An employee will not be paid for any accrued earned paid leave balance, if the employee
14 terminates employment from the Town, for any reason, prior to serving for six continuous
15 months.

KITTERY TOWN CODE
TITLE 2
MAINE EARNED PAID LEAVE LAW

1 **AN ORDINANCE** relating to the municipality's authority for Town governance to give due and
2 proper attention to its many demands pursuant to the Town Charter, Federal law, and Maine
3 Revised Statutes, and more particularly where set forth in Maine Revised Statutes Title 30-A,
4 Municipalities and Counties.

5 **WHEREAS**, the Kittery Town Council is authorized to enact this Ordinance, as specified in
6 Sections 1.01 and 2.07(3) of the Town Charter; 30-A MRS §3001, pursuant to its powers that
7 authorize the town, under certain circumstances, to provide for the public health, welfare,
8 morals, and safety, and does not intend for this Ordinance to conflict with any existing state or
9 federal laws; and

10 **WHEREAS**, effective January 1, 2021, Maine Revised Statutes Title 26 §637 requires that
11 employers provide each eligible employee with earned paid leave at a rate of one hour of paid
12 leave for each forty hours worked; and

13 **WHEREAS**, Title 2 of the Town Code does not achieve compliance with the Maine Earned Paid
14 Leave Law until an eligible employee has reached six months of continuous service; and

15 **WHEREAS**, the Town Council seeks to amend the Title 2 Administrative Code to be in
16 compliance with Title 26 §637;

17 **NOW THEREFORE**, IN ACCORDANCE WITH TITLES 30-A MRS §3001 AND TOWN
18 CHARTER §2.14, THE TOWN OF KITTERY HEREBY ORDAINS AMENDMENT TO TITLE 2
19 OF THE TOWN CODE, AS PRESENTED.

20 **INTRODUCED** and read in a public session of the Town Council on the ____ day of _____,
21 20____, by: _____ {NAME} Motion to approve by Councilor
22 _____ {NAME}, as seconded by Councilor _____ {NAME} and
23 passed by a vote of _____.

24 **THIS ORDINANCE IS DULY AND PROPERLY ORDAINED** by the Town Council of Kittery,
25 Maine on the ____ day of _____, 20____, {NAME}, _____, Chairperson

26 **Attest:** {NAME}, _____ Town Clerk

§637. Earned paid leave

(CONTAINS TEXT WITH VARYING EFFECTIVE DATES)

(WHOLE SECTION TEXT EFFECTIVE 1/01/21)

1. Definitions. As used in this section, unless the context otherwise indicates, the following terms have the following meanings.

A. "Employment" has the same meaning as in section 1043, subsection 11, but does not include employment in a seasonal industry as defined in section 1251. [PL 2019, c. 156, §3 (NEW); PL 2019, c. 156, §4 (AFF).]

B. "Employer" has the same meaning as in section 1043, subsection 9. [PL 2019, c. 156, §3 (NEW); PL 2019, c. 156, §4 (AFF).]

C. "Employee" means a person engaged in employment. [PL 2019, c. 156, §3 (NEW); PL 2019, c. 156, §4 (AFF).]

[PL 2019, c. 156, §3 (NEW); PL 2019, c. 156, §4 (AFF).]

2. Earned paid leave. An employer that employs more than 10 employees in the usual and regular course of business for more than 120 days in any calendar year shall permit each employee to earn paid leave based on the employee's base pay as provided in this section

[PL 2019, c. 156, §3 (NEW); PL 2019, c. 156, §4 (AFF).]

3. Accrual. An employee is entitled to earn one hour of paid leave from a single employer for every 40 hours worked, up to 40 hours in one year of employment. Accrual of leave begins at the start of employment, but the employer is not required to permit use of the leave before the employee has been employed by that employer for 120 days during a one-year period.

[PL 2019, c. 156, §3 (NEW); PL 2019, c. 156, §4 (AFF).]

4. Rate. An employee while taking earned leave must be paid at least the same base rate of pay that the employee received immediately prior to taking earned leave and must receive the same benefits as those provided under established policies of the employer pertaining to other types of paid leave.

[PL 2019, c. 156, §3 (NEW); PL 2019, c. 156, §4 (AFF).]

5. Notice. Absent an emergency, illness or other sudden necessity for taking earned leave, an employee shall give reasonable notice to the employee's supervisor of the employee's intent to use earned leave. Use of leave must be scheduled to prevent undue hardship on the employer as reasonably determined by the employer.

[PL 2019, c. 156, §3 (NEW); PL 2019, c. 156, §4 (AFF).]

6. Benefits. The taking of earned leave under this section may not result in the loss of any employee benefits accrued before the date on which the leave commenced and may not affect the employee's right to health insurance benefits on the same terms and conditions as applicable to similarly situated employees. Nothing in this section prevents an employer from providing a benefit greater than that provided by this section.

[PL 2019, c. 156, §3 (NEW); PL 2019, c. 156, §4 (AFF).]

7. Enforcement. The bureau has the exclusive authority pursuant to section 42 to enforce this section.

[PL 2019, c. 156, §3 (NEW); PL 2019, c. 156, §4 (AFF).]

8. Penalties. Penalties for violations of this section are the same as those provided in section 53.

[PL 2019, c. 156, §3 (NEW); PL 2019, c. 156, §4 (AFF).]

9. Preemption. A municipality or other political subdivision may not enact an ordinance or other rule purporting to have the force of law under its home rule or other authority regulating earned paid leave.

[PL 2019, c. 156, §3 (NEW); PL 2019, c. 156, §4 (AFF).]

10. Rules. The Department of Labor shall adopt rules to implement and enforce the provisions of this section, including rules regarding the receipt, investigation and prosecution of complaints brought under this section. Rules adopted pursuant to this subsection are routine technical rules as defined in Title 5, chapter 375, subchapter 2-A.

[PL 2019, c. 156, §3 (NEW); PL 2019, c. 156, §4 (AFF).]

11. Exception. This section does not apply to an employee covered by a collective bargaining agreement during the period between January 1, 2021 and the expiration of the agreement.

[PL 2019, c. 156, §3 (NEW); PL 2019, c. 156, §4 (AFF).]

12. Reporting. Beginning January 1, 2022, and annually thereafter, the Department of Labor shall submit a report to the joint standing committee of the Legislature having jurisdiction over labor matters on progress made in the State to comply with this section.

[PL 2019, c. 156, §3 (NEW); PL 2019, c. 156, §4 (AFF).]

REVISOR'S NOTE: §637. Leave for appointments for veterans as enacted by PL 2019, c. 350, §1 is REALLOCATED TO TITLE 26, SECTION 638

REVISOR'S NOTE: §637. Wage theft remedies as enacted by PL 2019, c. 461, §1 is REALLOCATED TO TITLE 26, SECTION 639

SECTION HISTORY

PL 2019, c. 156, §3 (NEW). PL 2019, c. 156, §4 (AFF).

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TO: KITTERY TOWN COUNCIL

FROM: COUNCILOR Judy Spiller and Cameron Wake

RE: APPOINTMENT TO Kittery Climate Adaptation Committee

DATE OF INTERVIEW: 11/13/20 at 12 pm a.m./p.m.

We have interviewed David Gibson, on the date and time noted above. We approve recommendation of the applicant and whole heartedly endorse his/her appointment for a term to expire on _____.

ATTENDANCE RECORD: Excellent ___
Good ___
Poor ___

J. Spiller
C. Wake
Signatures

COMMENTS:



TOWN OF KITTERY, MAINE

TOWN CLERK'S OFFICE

200 Rogers Road, Kittery, ME 03904

Telephone: (207) 475-1328 Fax: (207) 439-6806

BY: *Mac*
SEP 17 2020

APPLICATION FOR APPOINTMENT TO TOWN BOARDS

NAME: Wanda I. Dorlean

RESIDENCE: 131 Philbrick ave Kittery

MAILING (if different) _____

E-MAIL ADDRESS: Wanda.dorlean@gmail.com (gmail)

PHONE #: (H) _____ (W) _____ (C) 401 473 9681

Please check your choices and list in order of priority by marking 1,2,3, etc.:

- | | |
|---|--|
| <input type="checkbox"/> Board of Appeals | <input type="checkbox"/> Board of Assessment Review |
| <input type="checkbox"/> Conservation Commission | <input type="checkbox"/> Board of Trustees of Trust Funds |
| <input type="checkbox"/> Comprehensive Plan Committee | <input type="checkbox"/> Shellfish Conservation Committee |
| <input type="checkbox"/> Education Scholarship Committee | <input type="checkbox"/> Economic Development Committee |
| <input type="checkbox"/> Parks Commission | <input type="checkbox"/> Kittery Port Authority |
| <input type="checkbox"/> Planning Board | <input type="checkbox"/> Kittery Land Issues Committee |
| <input type="checkbox"/> Kittery Climate Adaptation Committee | <input checked="" type="checkbox"/> KCC Board of Directors |

Other _____

EDUCATION/TRAINING: BA Communication

RELATED EXPERIENCE (Including other Boards and Commissions) _____

PRESENT EMPLOYMENT: York Hospital

ARE YOU A REGISTERED VOTER OF THE TOWN OF KITTERY Yes No

ANY KNOWN CONFLICT OF INTEREST (please read back of application): _____

REASON FOR APPLICATION TO THIS BOARD: Want serve our community and KCC is a huge part of our community.

I HAVE / HAVE NOT ATTENDED AT LEAST TWO MEETINGS OF THE BOARD FOR WHICH APPLICATION IS BEING MADE. I AGREE TO ATTEND ALL MEETINGS, EXCEPT FOR SICKNESS OR EMERGENCY, AND WILL ADVISE THE CHAIRPERSON WHEN I AM UNABLE TO ATTEND, IF APPOINTED.

Please read the back of this application before signing.

SIGNATURE OF APPLICANT

9/17/20
DATE

TO: KITTERY TOWN COUNCIL

FROM: COUNCILOR _____ and _____

RE: APPOINTMENT TO _____

DATE OF INTERVIEW: _____ at _____ a.m./p.m.

We have interviewed _____, on the date and time noted above. We approve recommendation of the applicant and whole heartedly endorse his/her appointment for a term to expire on _____.

ATTENDANCE RECORD:	Excellent	_____	_____
	Good	_____	_____
	Poor	_____	_____

COMMENTS: _____
Signatures



TOWN OF KITTERY, MAINE

TOWN CLERK'S OFFICE

200 Rogers Road, Kittery, ME 03904

Telephone: (207) 475-1328 Fax: (207) 439-6806

RECEIVED
MAR 17 2020
12:17 PM

APPLICATION FOR APPOINTMENT TO TOWN BOARDS

NAME: Bern F. Luke

RESIDENCE: 21 Newson Ave Kittery

MAILING (if different) _____

E-MAIL ADDRESS: glukenewson@gmail.com

PHONE #: (H) _____ (W) _____ (C) 603-759-1315

Please check your choices and list in order of priority by marking 1,2,3, etc.:

- | | |
|---|--|
| <input type="checkbox"/> Board of Appeals | <input type="checkbox"/> Board of Assessment Review |
| <input type="checkbox"/> Conservation Commission | <input type="checkbox"/> Board of Trustees of Trust Funds |
| <input type="checkbox"/> Comprehensive Plan Committee | <input type="checkbox"/> Shellfish Conservation Committee |
| <input type="checkbox"/> Education Scholarship Committee | <input type="checkbox"/> Economic Development Committee |
| <input type="checkbox"/> Parks Commission | <input type="checkbox"/> Kittery Port Authority |
| <input type="checkbox"/> Planning Board | <input checked="" type="checkbox"/> KCC Board of Directors |
| <input type="checkbox"/> Kittery Climate Adaptation Committee | <input type="checkbox"/> Library Advisory Committee |
| <input type="checkbox"/> Kittery Celebration Committee | Other _____ |

EDUCATION/TRAINING: BA, MBA, EDD

RELATED EXPERIENCE (Including other Boards and Commissions) See Attached sampling of Professional & Community Activities

PRESENT EMPLOYMENT: Retired

ARE YOU A REGISTERED VOTER OF THE TOWN OF KITTERY Yes No

ANY KNOWN CONFLICT OF INTEREST (please read back of application): No

REASON FOR APPLICATION TO THIS BOARD: Passion for KCC; long history in Education

I HAVE / HAVE NOT ATTENDED AT LEAST TWO MEETINGS OF THE BOARD FOR WHICH APPLICATION IS BEING MADE. I AGREE TO ATTEND ALL MEETINGS, EXCEPT FOR SICKNESS OR EMERGENCY, AND WILL ADVISE THE CHAIRPERSON WHEN I AM UNABLE TO ATTEND, IF APPOINTED.

Please read the back of this application before signing.

Bern F. Luke
SIGNATURE OF APPLICANT

3/7/2020
DATE

Dr. Gerri F. Luke

EDUCATION

UNIVERSITY OF MASSACHUSETTS, Boston, MA, Ed.D. Leadership in Higher Education Administration

UNIVERSITY OF MASSACHUSETTS, Lowell, MA, MBA, Marketing Concentration

SALEM STATE COLLEGE, Salem, MA, BA, English, Minor: Education

Harvard University, Institute on Adult Learners, certificate, June 27 - July 1, 1994

University of New Mexico, Anderson School of Management, Management Development Center, Business Ethics: Essentials and Best Practices Certificate, awarded April 16, 2007

PROFESSIONAL ACTIVITIES

- External Reviewer, Bowling Green State University, Promotion Package, Full-time faculty member applying for promotion to full Professorship, Fall 2014
- Site-Visit Team Member, IACBE, South Western Oklahoma State University (SWOSU), the School of Business and Computer Technology, January 18-19, 2010
- Visiting Professor, Vorarlberg University of Applied Sciences Dornbirn, Austria, *American Organizational Culture*, September 15-19, 2009, September 10-19, 2010. Reviewer, Submissions for Educational Conference 2010, International Association for Business and Society (IABS)
- Visiting Professor, University of Wurzburg, Wurzburg, Germany, *Leadership and Ethics*, June 9-19, 2008
- Graduate, LeadBoston, The National Conference for Community and Justice (NCCJ), Greater Boston Region; The goal of this one year program was to equip emerging and established leaders with the knowledge base and skills required to build and sustain inclusive policies and practices by creating strategies to overcome segregation in the form of race, gender, religion, and class issues, and promote various forms of inclusion.

INSTITUTIONAL SERVICES AND ACTIVITIES

- Quality Through Assessment Committee, QTA, Summer 2014-Fall 2018
- Periodic Review Committee, PRR, Spring 2015-2018
- College Marketing Committee, Fall 2014 – 2018
- Core Curriculum Assessment Committee, Representative for School of Business and Hospitality, 2013-2015
- Title III Planning Committee, Fall 2013
- Member, Executive Committee, College Council, Pennsylvania College of Technology, April 2012-May 2013
- Chair, Executive Committee, College Council, Pennsylvania College of Technology, 2010-2012
- Chair, College Council, Pennsylvania College of Technology, April 2010-Spring 2012.
- Member, Steering Committee, Middle States Self-Assessment, Fall 2009-Spring 2012

Dr. Gerri F. Luke

- Co-Chair, Middle States Self-Assessment Sub-Committee, Standards 4 & 5, Leadership and Governance and Administration, Fall 2009-Spring 2012
- Chair-Elect, College Council, Pennsylvania College of Technology, April 2009- March 2010
- Co-Chair, Teachers Learning Community, Pennsylvania College of Technology, Fall 2007 – Fall 2008
- Curriculum Committee, Pennsylvania College of Technology, Member, 2007-2011
- Co-Chairman, Marketing Committee for School of Business and Technology, 2000 –2007
- Long-Range Planning Committee, Pennsylvania College of Technology, 2006-2007
- Strategic Planning Committee, School of Business and Technology, Pennsylvania College of Technology, 2005-06
- Marketing Task Force, Pennsylvania College of Technology, 2005

PROFESSIONAL MEMBERSHIPS & COMMUNITY ACTIVITES

- Maine State Democratic State Delegate, May 2020
- Kittery Election Clerk, 2020
- Member, York County Democratic Committee, 2020
- Secretary, Kittery Democratic Caucus, March 2020
- Advisory Team, Kittery Adult Education, Fall 2019-present
- Volunteer, Democratic National Committee, 2008, 2012, 2016
- Accreditation Council for Business Schools and Programs (ACBSP), 2007-2018
- Regional Officer, Secretary and Treasurer, Middle States Region, International Assembly for Collegiate Business Education (IABCE), 2009-Fall 2011
- International Assembly for Collegiate Business Education (IABCE), 2006-2012
- International Association for Business and Society (IABS), 2006-2018
- Finance Committee, St. Andrews Episcopal Church, Lewisburg, PA, 2006-2010
- Delegate, 139th Annual Diocesan Convention, Bucknell University, Lewisburg, PA, June 2009, The Episcopal Diocese of Central Pennsylvania
- Coordinator, Inter-Culture Training Program, sponsored by CASA of Lycoming Valley, Penn College, January 24, 2009
- Junior Warden, St. Andrews Episcopal Church, Lewisburg, PA, 2008-2009
- Volunteer, Democratic National Committee, 2008
- Chairperson, Nominating Committee for Vestry, St. Andrews, Lewisburg, PA, Fall 2008.
- Chairperson, Stewardship Campaign, St. Andrews, Lewisburg, PA, Fall 2008
- Chairperson, Diversity Task Force, CASA, Williamsport, 2008-2009
- Advisory Board Member, CASA, Williamsport, PA, 2007-2009
- Vestry, St. Andrews Episcopal Church, Lewisburg, PA, 2006-2009
- Delegate, 136th Annual Diocesan Convention (charged with selecting new Bishop for Central PA), Bucknell University, Lewisburg, PA, July 2006, The Episcopal Diocese of Central Pennsylvania

TO: KITTERY TOWN COUNCIL

FROM: COUNCILOR _____ and _____

RE: APPOINTMENT TO _____

DATE OF INTERVIEW: _____ at _____ a.m./p.m.

We have interviewed _____, on the date and time noted above. We approve recommendation of the applicant and whole heartedly endorse his/her appointment for a term to expire on _____.

ATTENDANCE RECORD: Excellent ___ _____
Good ___ _____
Poor ___ _____

COMMENTS: _____
Signatures



TOWN OF KITTERY, MAINE

TOWN CLERK'S OFFICE

200 Rogers Road, Kittery, ME 03904

Telephone: (207) 475-1328 Fax: (207) 439-6806

BY: 115 J...
FEB 24 2020

APPLICATION FOR APPOINTMENT TO TOWN BOARDS

NAME: ROSE C. EPPARD

RESIDENCE: 8 COTTAGE WAY KITTERY

MAILING (if different) _____

E-MAIL ADDRESS: eppard@usc.net

PHONE #: (H) 207-703-0765 (W) _____ (C) _____

Please check your choices and list in order of priority by marking 1,2,3, etc.:

- | | |
|---|--|
| <input type="checkbox"/> Board of Appeals | <input type="checkbox"/> Board of Assessment Review |
| <input type="checkbox"/> Conservation Commission | <input type="checkbox"/> Board of Trustees of Trust Funds |
| <input type="checkbox"/> Comprehensive Plan Committee | <input type="checkbox"/> Shellfish Conservation Committee |
| <input type="checkbox"/> Education Scholarship Committee | <input type="checkbox"/> Economic Development Committee |
| <input type="checkbox"/> Parks Commission | <input type="checkbox"/> Kittery Port Authority |
| <input type="checkbox"/> Planning Board | <input checked="" type="checkbox"/> 1 KCC Board of Directors |
| <input type="checkbox"/> Kittery Climate Adaptation Committee | <input checked="" type="checkbox"/> 2 Library Advisory Committee |
| <input type="checkbox"/> Kittery Celebration Committee | Other _____ |

EDUCATION/TRAINING: BA ENGLISH

RELATED EXPERIENCE (Including other Boards and Commissions) SINCE RETIREMENT: PORTSMOUTH ATHENAEUM BOARD, EXHIBITS COMM., PERSONNEL COMM., TECH COMM., LIBRARY COMM.; CASA (COURT APPOINTED SPECIAL ADVOCATE); MEMORIAL BRIDGE LIGHTING COMM.; COMMISSIONER WENTWORTH COOLIDGE MANSION; TREASURER WARREN HOUSE; FAMILIES FIRST VOLUNTEER

PRESENT EMPLOYMENT: RETIRED: VP SYSTEMS PLANNING & DEVELOPMENT - FIDELITY INVESTMENTS

ARE YOU A REGISTERED VOTER OF THE TOWN OF KITTERY Yes No

ANY KNOWN CONFLICT OF INTEREST (please read back of application): NONE

REASON FOR APPLICATION TO THIS BOARD: I USE MANY SERVICES OF KCC AND WOULD LIKE TO HELP STEER IT.

I HAVE /HAVE NOT ATTENDED AT LEAST TWO MEETINGS OF THE BOARD FOR WHICH APPLICATION IS BEING MADE. I AGREE TO ATTEND ALL MEETINGS, EXCEPT FOR SICKNESS OR EMERGENCY, AND WILL ADVISE THE CHAIRPERSON WHEN I AM UNABLE TO ATTEND, IF APPOINTED.

Please read the back of this application before signing.

Rose C Eppard
SIGNATURE OF APPLICANT

2/24/20
DATE

TO: KITTERY TOWN COUNCIL

FROM: COUNCILOR _____ and _____

RE: APPOINTMENT TO _____

DATE OF INTERVIEW: _____ at _____ a.m./p.m.

We have interviewed _____, on the date and time noted above. We approve recommendation of the applicant and whole heartedly endorse his/her appointment for a term to expire on _____.

ATTENDANCE RECORD: Excellent ___ _____
Good ___ _____
Poor ___ _____

COMMENTS: _____
Signatures