



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

WORKSHOP
6:00 P.M.

The Town Council will meet with the Town Manager and the Planning Board for its quarterly meeting to discuss marijuana.

July 24, 2017

Council Chambers

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

1. Call to Order
2. Introductory
3. Pledge of Allegiance
4. Roll Call
5. Agenda Amendment and Adoption
6. Town Manager's Report
7. Acceptance of Previous Minutes – 7/10/17 Regular Meeting
8. Interviews for the Board of Appeals and Planning Board
9. All items involving the town attorney, town engineers, town employees or other town consultants or requested officials.
10. PUBLIC HEARINGS
11. DISCUSSION
 - a. Discussion by members of the public (three minutes per person)
 - b. Response to public comment directed to a particular Councilor
 - c. Chairperson's response to public comments
12. UNFINISHED BUSINESS
 - c. (070117-3) The Kittery Town Council moves to ordain proposed amendments to Title 16 16.3.2.13 Mixed Use MU of the Kittery Town Code.
 - d. (070117-4) The Kittery Town Council moves to ordain a proposed amendment to Title 10 of the Kittery Town Code, to add §10.2.4 Local Traffic Only No Through Way Designated, as an Emergency Ordinance to expire in 60 days.

13. NEW BUSINESS

- a. Donations/gifts received for Council disposition.

(070217-1) The Kittery Town Council moves to accept a donation in the amount of \$30 from Beverly A. Lord to be deposited in account #2063-43600 KCC Fundraising.

- b. (070217-2) The Kittery Town Council moves to approve the disbursement warrants.

c. (070217-3) The Kittery Town Council moves to schedule a public hearing for August 14, 2017, in accordance with Sec. 6.09 (4) of the Kittery Town Charter to transfer appropriations between accounts and carry forward requests.

d. (070217-4) The Kittery Town Council moves to appoint a representative to meet with a representative from the Personnel Board to interview Kenneth W. Linscott for his re-appointment to that board until 12/31/20.

e. (070217-5) The Kittery Town Council moves to appoint Suzanne Sayer to the Registration Appeals Board as nominated by the Democratic Party until 12/31/18.

f. (070217-6) The Kittery Town Council moves to appoint Patricia Moore as Acting Town Manager from August 7-11, 2017 during the Town Manager's absence.

g. (070217-7) The Kittery Town Council moves to discuss a resolution regarding the Economic Impacts of the combined courthouse in York County.

14. COUNCILOR ISSUES OR COMMENTS

15. COMMITTEE AND OTHER REPORTS

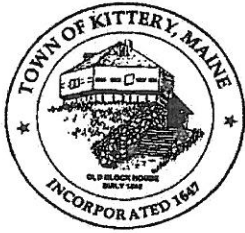
- a. Communications from the Chairperson
b. Committee Reports

16. EXECUTIVE SESSION

(070217-4) The Kittery Town Council moves to go into executive session with the Town Manager in accordance with 1 M.R.S. §405 (6) (A) to discuss a personnel matter.

17. ADJOURNMENT

Posted: July 20, 2017



TOWN OF KITTELY
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
July 24, 2017**

- 1. FEMA Flood Maps** – Area towns recently met to discuss our options as they relate to the FEMA Flood Insurance Rate Maps. Of particular concern is the manner in which FEMA is presently calculating the Total Water Level (wave surge) along the coast.

A proposal has been received by Ransom to assist communities in appealing the flood maps using an alternative calculation method. The proposal cost is \$210,000 total for Phase I. This cost would be shared equally by all participating communities. If all eight communities agree to participate the cost to Kittery will be \$26,250.

The actual appeal would be Phase II and is projected to cost an additional \$20,000 - \$50,000 for Kittery. We currently have \$20,000 in the CIP account for this effort. Therefore, an additional appropriation or transfer will be required if Kittery participates. At present three communities have confirmed they are proceeding. A number of communities are tentative based on the total number of communities that participate. I recommend we participate in the effort.

FEMA has not launched the appeal phase of their process yet, though we expect that to occur soon.

- 2. Crosswalk Signal at Walker and Route 1** – Councilor Denault and Councilor Spiller have requested we look into the crosswalk signal at this intersection. The pedestrian signal is concurrent, meaning pedestrians have the walk signal while motorists are able to turn right. The intersection has the required signage indicating that motorists must yield to pedestrians. As we know, signage does not guarantee compliance.

We will be reaching out to MaineDOT to inquire about making this intersection an exclusive pedestrian intersection. In this scenario, all directions of traffic will have a red signal when the pedestrian has the walk signal. This will need to be analyzed. Exclusive signals impact the traffic flow through an intersection and cause longer wait times for pedestrians looking to cross, and may reduce the overall safety of the intersection.

We are also looking at signal operations at Walker and Government as part of the Foreside study.

- 3. Memorial Circle Improvements** – The pre-construction activities for the Memorial Circle are underway. Town staff will be meeting with the project team to discuss schedule, coordination, traffic management, and contract interpretations this week.

- 4. Transportation Planning and the Navy Shipyard** – I am pleased to report we had a very productive meeting with PNSY staff and other DOD personnel about opportunities to partner on transportation planning. We specifically discussed seeking a Joint Land Use grant through the Office of Economic Adjustment (OEA). The grant could fund development of a broad transportation management plan for the town and shipyard.

Though a scope has yet to be developed, I would envision this planning effort would focus on strategies to reduce the impact of traffic generated by the shipyard, and would include options for demand management, road and signal timing improvements, and other efforts.

The process starts with a declaration of support from the town and the PNSY command staff. A brief letter of intent would need to be submitted. Once OEA approves the letter of intent, a project manager will visit Kittery to discuss the need, general scope, and next steps. Assuming that is successful, the town will work with the PNSY and our regional planning office SMPDC to develop the full grant application. If the grant application is successful the town and/or our partners would be required to provide a 10% match, which can be cash or in-kind. I understand the PNSY Commander has already indicated support for the effort.

Working in partnership with the PNSY on this will broaden our understanding of each other's challenges, strengthen our collaborative relationship, and serve to promote our collective success in the future. I recommend we pursue this opportunity.

- 5. Business Park Study** – We have received the final draft of the Business Park Study from SMPDC. A copy will be provided in the coming week. Generally, the study indicates that wetlands and vernal pools serve as the most significant impediment to development in the zone. Recommendations include adjusting zoning for the Business Park to maximize the pockets of developable land within the zone. The report also suggests the town consider pre-permitting, and investing in roads and utilities in a way that serves the major parcels in the Business Park zone.

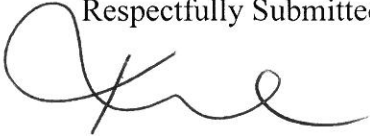
We are in contact with the property owners of the three major parcels and discussions are ongoing about their plans to buildout their land. We are also seeking to utilize the Kittery Open Space Advisory Committee as a sounding board for initial ideas on zoning amendments for the Business Park Zone. KOSAC includes representatives from a majority of the land-use focused boards, commissions, and committees in Kittery; and provides an opportunity to have a dialogue that includes diverse perspectives, early in the amendment drafting process.

- 6. National Night Out August 1st** – The National Night Out in Kittery will be August 1st, 4PM to 8PM at the Kittery Community Center located at 120 Rogers Rd. This is a family oriented event with fire trucks, police cars, a crime scene van, the York County command vehicle, Public Works vehicles, and Portsmouth Naval Shipyard and DOD police vehicles all on display. There will be free hot dogs, a bouncy house and much more. National Night Out is a great opportunity for the community to meet first responders and others who work together to keep our community safe. There will be opportunities to ask questions and learn about crime prevention.

Upcoming Dates:

- Nomination Forms Available - Beginning August 16th, Town Clerk's Office

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Kendra Amaral', written in a cursive style.

Kendra Amaral
Town Manager



Consulting
Engineers
and Scientists

June 19, 2017

Project 171.06084.001

Mr. Chris DiMatteo, Town Planner
Town of Kittery
200 Rogers Road
Kittery, Maine 03904

Sent via Email: CDiMatteo@kitteryme.org

RE: Appeal Assistance for 2017 Preliminary Flood Insurance Rate Maps
Town of Kittery, Maine

Dear Mr. DiMatteo,

Ransom Consulting, Inc. (Ransom) is pleased to present the following proposal to assist the Town of Kittery (Town) in an appeal of the recently issued 2017 Federal Emergency Management Agency (FEMA) Preliminary Flood Insurance Rate Maps (FIRM). Ransom has performed a preliminary review of the 2017 York County coastal engineering data. Based on our review of the most recent information and our understanding of FEMA's previous mapping efforts, we are submitting this proposal to assist the Town in preparing an appeal of the 2017 preliminary FIRM. Ransom's staff have been closely following FEMA map modernization efforts in southern Maine for nearly a decade and have an in-depth understanding of the potential scientific and/or technical deficiencies that may be present in FEMA's coastal flood analysis. Through FEMA's appeal process, we have successfully helped multiple of municipal and private clients in Maine in obtaining flood maps with more accurate representations of the 1% annual chance flood hazard.

Perhaps the most significant deficiency in FEMA's coastal flood hazard analysis for Southern Maine is the use of simplified and overly-conservative methods to compute the components of the Total Water Level (TWL). The TWL is a primary input to calculations that ultimately determine the Base Flood Elevation (BFE), which is the elevation shown on the FIRM to represent the 1% annual chance flood hazard. Where the TWL is incorrect, it can lead to incorrect BFEs and incorrect delineation of the 1% annual chance Special Flood Hazard Area (SFHA), or more commonly known as "the 100-year flood zone." The TWL is the combination of two terms: 1) the Still Water Level (SWL), which is the mean water level that results from combination of astronomical tides and storm surge; and 2) The wave setup, which is an additional elevation of the mean water level due to shoreward momentum flux that is

400 Commercial Street, Suite 404, Portland, Maine 04101, Tel (207) 772-2891, Fax (207) 772-3248
Pease International Tradeport, 112 Corporate Drive, Portsmouth, New Hampshire 03801, Tel (603) 436-1490
12 Kent Way, Suite 100, Byfield, Massachusetts 01922-1221, Tel (978) 465-1822
60 Valley Street, Building F, Suite 106, Providence, Rhode Island 02909, Tel (401) 433-2160
2127 Hamilton Avenue, Hamilton, New Jersey 08619, Tel (609) 584-0090

www.ransomenv.com

Chris DiMatteo, Town Planner
Town of Kittery, Maine

associated with breaking waves¹. FEMA has computed these terms separately using statistical analyses of historic tide gauge data to determine the SWL and a simplified version of the Direct Integration Method (DIM) to calculate the wave setup. In reality, the processes that cause storm surge and wave setup interact dynamically and are not physically separable. The wave setup directly contributes to the mean water level, and the mean water level, in-turn, influences the wave conditions. This makes FEMA's approach, which separates the wave setup from the storm surge, conceptually confusing and theoretically questionable. Furthermore, FEMA's simplified approach does not account for the high degree of spatial variability of storm surge and wave setup because the tide gauge stations are sparsely distributed. And the DIM method does not consider nearshore wave transformation effects, such as wave refraction and diffraction.

FEMA has provided a guidance document, "Criteria for Appeals of Flood Insurance Rate Maps", dated November 30, 2011, which describes acceptable bases for appeals of preliminary FIRMs. Based on our preliminary review of FEMA's coastal engineering data for both York and Cumberland Counties, we believe the FIRM can be appealed on the basis that the SFHA and BFEs are scientifically incorrect because inaccurate methods were used to determine the TWL. However, according to the guidance, FEMA does not consider it sufficient criteria for appeal to simply point out the scientific deficiencies in their analysis. To appeal on this basis, FEMA requires the appellate also provide revised analyses and mapping based on an alternative methodology, and an explanation of why the alternative methodology is more correct.

On May 17, 2017, Ransom sent a memo to a number of towns in York and Cumberland Counties, which points out some of the common issues with the 2017 preliminary FIRMs in both counties and proposes a strategy to develop appeals. This memo describes a methodology that would leverage the recently completed North Atlantic Coast Comprehensive Study (NACCS) performed by the U.S Army Corps of Engineers (USACE) to provide more accurate TWL values. We believe an appeal following these methods would be defensible, as it uses methods that were largely developed by FEMA and have been applied by FEMA in coastal flood hazard analyses in many other regions of the Atlantic and Gulf of Mexico Coast. Because these methods are regional in nature, they could potentially benefit the coastal communities in Southern Maine by correcting overly-conservative estimates of the TWL throughout the region.

We believe a coordinated appeal effort between multiple communities in York and Cumberland counties would be the best approach to facilitate a broad correction in TWL values, based on state-of-the-practice modeling methodologies. This makes sense from a modeling perspective for a number of reasons: increased computational efficiency, reduced model development efforts, and consistency in modeling

¹ According to FEMA's 2005 "Final Draft Guidelines for Coastal Flood Hazard Analysis and Mapping for the Pacific Coast of the United States", the combination of the SWL and static wave setup is more appropriately termed the STatic Water Level (STWL), while the term TWL is defined to include the SWL, wave setup, and wave run-up. However, in FEMA Region I, FEMA has not included the wave run-up in the water level they have labeled as the TWL in their engineering data submission. To avoid confusion, we are using the term TWL to mean the same as FEMA has implied in Region I. That is, the TWL is defined as the sum of the SWL and the wave setup, but not including any wave run-up.

Chris DiMatteo, Town Planner
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approach and technical documentation across multiple communities. It also makes sense from a political perspective, as it would demonstrate to FEMA that York and Cumberland County communities are interested in collectively improving the coastal flood hazard mapping with a consistent regional approach.

Although there are other possible approaches that could successfully improve the accuracy of the TWL², we recommend this approach for a number of reasons:

1. Coupled two-dimensional (2-D) Hydrodynamic-Wave modeling is the-state-of-the-practice for coastal flood hazard analyses across the nation. Using this technique, we can leverage the effort of the USACE recent NACCS.
2. It is the only method we are aware of that doesn't require the overly-conservative assumption that open coast wave setup fully propagates into estuaries and other sheltered areas.
3. Model results will provide TWL values everywhere, not just at the location of specific wave transects. This reduces the effort required for wave transect-based calculations that would be required at new transect locations, and is useful for non-FEMA mapping that can take full advantage of truly two-dimensional flood hazard data.
4. In addition to providing TWL values, the modeling results also provide incident nearshore wave condition data that are required for transect-based analyses and mapping.
5. If enough communities share the cost of a joint effort, the per-community cost is comparable to other less precise methods that would broadly revise the TWL values.
6. Although it is not a requirement for FEMA coastal flood mapping, the model will provide results for the full range of coastal flood probabilities and could serve as a tool for community level-planning and resiliency design. For example, 10-year, 50-year, and 500-year TWL values will be available from the model results, in addition to the 100-year value. The statistical methods can also be extended to include hazard assessments for future conditions that might consider sea level rise and/or future changes in the frequency of extreme storm events.

The following scope of work outlines a phased approach to appealing the 2017 preliminary FIRMs. Phase I involves the modeling and analysis required to develop revised TWL and incident wave conditions for all of York and Cumberland Counties. We propose Phase I as a single joint effort that would provide the basis for appeal in each of these Southern Maine coastal communities. Phase II is community-specific and assumes we will use Phase I results to perform revised site-specific wave transect-based calculations and re-mapping in particular areas of concern, which would be required to meet the criteria for an appeal. Phase II also involves preparation of community-specific appeal

² For example, applying Stimulating Waves Near Shore (SWAN)-1D on a transect-by-transect basis would be an improvement over FEMA's DIM calculation for wave setup.

Chris DiMatteo, Town Planner
Town of Kittery, Maine

documentation, and any follow-up work required if FEMA makes requests for more information following the appeal submittal.

Please be aware that Ransom is proposing a similar scope of work for the following communities: Town of Harpswell, City of South Portland, Town of Scarborough, Town of Old Orchard Beach, City of Saco, Town of Kennebunkport, Town of Wells, and Town of Kittery. It is our hope that each of these communities choose to participate in this effort, as this will dramatically reduce the per-community cost associated with the Phase I effort. We also believe that if more communities participate it will strengthen each individual community's argument and specific appeal under Phase II for more accurate FIRMs.

SCOPE OF WORK

Phase I – Coupled Hydrodynamic-Wave Modeling to Revise the 1% Annual Chance Still Water Level, Wave Setup, and Associated Nearshore Wave Conditions for Southern Maine Coastal Communities

Task 1 – Collect, Compile, and Develop Topographic-Bathymetric Digital Elevation Data

Ransom is aware of a significant amount of additional and available topographic and bathymetric data that are more recent than the data used by FEMA in their analysis for the 2017 preliminary maps. These data include terrestrial Lidar collected by the U.S. Geographic Survey (USGS), and topo-bathymetric Lidar and hydrographic surveys by the USACE and the National Oceanic and Atmospheric Administration, National Ocean Service (NOAA NOS). Ransom will also obtain recent available land cover data, which will be required to provide frictional characterization to the storm surge and wave models used in subsequent tasks. Ransom will transform all data to consistent horizontal and vertical datums, and develop a topographic-bathymetric digital elevation model for the region. Upon completion of this task, Ransom will provide a memorandum describing the data sources and digital elevation model for the area, and also provide the data in digital format for submission to FEMA with appeals.

Task 2 – Develop Advanced Circulation Model (ADCIRC)+SWAN Model for Southern Maine Coastal Communities³

Ransom will use the data collected in Task 1 above to develop a dynamic, “tightly coupled” 2-D ADCIRC+SWAN model to simulate hydrodynamics and wave conditions. Model development requires the following sub tasks:

Task 2.1 – Develop unstructured finite-element model grid: This subtask involves drawing lines and polygons to specify the resolution and placement of nodal points at which the model calculations are made. It also involves interpolating merged elevation

³ For the purposes of this proposal, we describe developing a single model for all of York and Cumberland Counties. However, depending on community participation, Ransom may not model the entire area of both counties, and/or may choose to divide the area into a number of smaller overlapping models.

(topography and bathymetry) data to the model grid, and grid editing to ensure high quality and stable model results.

Task 2.2 - Configure boundary conditions: This subtask involves setting model nodal attribute data (e.g. bottom friction factors, eddy viscosity parameters, wind drag factors, etc.), defining river inflow and tidal elevation boundaries and associated forcing functions, and domain wide forcing including spatially and temporally variable wind and atmospheric pressure fields. Boundary conditions will be primarily extracted from results of NACCS model simulations.

Task 2.3 - Model sensitivity/stability testing: Ransom will run the model through a range of conditions to understand and improve model behavior and determine a set of model parameters that can be expected to produce stable model simulations with physically reasonable results. Stability testing is an iterative process where the model is stressed to point of instability (i.e., the model “crashes”) in order to identify sensitive areas in the model domain and/or boundary condition specification. Adjustments are made to the model grid and boundary conditions and stability testing simulations are run again until a stable and physically reasonable result is achieved. Sensitivity testing involves running multiple model simulations, while varying some model parameters (e.g. friction and eddy viscosity parameters) within a reasonable range of values to understand the degree of uncertainty in model results that can be expected, due to uncertainty in the model input parameters.

Task 2.4 – Model Validation: Model validation involves simulating a number of historic events and comparing the model results to observations to quantify the model error. The model will be validated for normal tidal conditions by comparing model simulated water levels to tide gauge observations within the model domain. The model will also be validated against storm conditions by comparing model results to high water mark observations and tide gauge observation during the February 7, 1978 blizzard, and other significant storm events for which observations are available.

Task 3 – Determine the 1% annual chance TWL and associated wave conditions

Ransom will use the ADCIRC+SWAN model to simulate a sub-set of storms from the NACCS storm set and quantify the coastal storm hazard in terms of water level and wave exceedance probability, including determination of the 1% annual chance TWL and associated wave conditions.

Task 3.1 – Model Production Simulations: This subtask includes setting up the input files and carrying out a large number of model simulations to determine the maximum water levels and wave conditions for a set of storms that are representative of coastal storm climatology of Southern Maine. The production simulations will be based on a sub-set of historic extra-tropical storms and synthetic tropical storms (or hurricanes) taken from the NACCS storm set.

Task 3.2 - Statistical Analysis: Following the statistical methodology developed for NACCS, we will utilize the results of the production simulations to develop spatially variable water level and wave height exceedance curves for the entire model domain. Following the NACCS methods, the statistical analysis will combine Extreme Value Analysis (EVA) for the extra-tropical storms with the Joint Probability Method with Optimal Sampling (JPM-OS) for tropical storms, and incorporate an evaluation of epistemic uncertainty in order to quantify the full range of coastal flood probability, including the 1% annual chance TWL and associated wave conditions required for FEMA appeals.

Task 4 – Phase I Reporting and Documentation of the Southern Maine Hydrodynamic-Wave Model and 1% annual chance TWL and Wave Conditions.

Ransom proposes to develop a single technical report and data submission describing the entire Phase I effort. Copies of the technical report and data submission will be provided to each participating community and will be incorporated by reference and provided to FEMA with appeal report submissions. Using a single report to describe the efforts for all participating communities will simplify the community appeal reporting requirements and also reduce the burden on FEMA for reviewing community-submitted technical data.

Task 4.1 – Prepare Report: Ransom will draft a technical report describing the model development, validation, production simulations, statistical analysis, and resulting 1% annual chance water levels and wave conditions.

Task 4.2 – Prepare digital data submission: Ransom will prepare a digital archive of all computer files developed during this effort.

Phase II – Transect-Based Calculations, Revised Mapping, and Appeal Preparation for the Town of Kittery

The BFE is the elevation shown on the FIRM that represents the 1% annual chance flood hazard. In order to appeal the preliminary FIRM, a community must compute revised BFEs and revise the FIRM, using methods that are more scientifically and/or technically correct than the methods applied by FEMA. Following FEMA's Guidelines and Specifications, the coastal BFE must be determined by following a series of standard engineering calculations made at precise locations along the shoreline using site-specific shore perpendicular elevation profiles called wave transects. The BFE, which may vary along a wave transect, is determined only at wave transect locations. FEMA's engineers exercise their judgement in choosing where to evaluate wave transects, and how to determine the BFE and SFHA boundaries between wave transects. The idea is that each wave transect should be representative of a segment of the shoreline and that enough transects should be evaluated to reasonably represent the entire shoreline.

For coastal analyses the BFE is determined by adding a number of different water level components together; depending on the specific wave transect elevation profile, incorporating slope, geology, and

presence of structures, and the results of the calculations, different combinations of components may be used. In addition to the SWL, wave setup, and TWL described above, these components are:

1. Wave run-up – Wave run-up is the vertical extent of the rush of water that extends inland when waves come ashore. Various methods are used to calculate the wave run-up depending on the shoreline type and slope. The vertical height of the wave run-up is added to the SWL (without the wave setup) to determine the BFE in cases where run-up is the dominant hazard. This is typically the case on steep shorelines with wave exposure. If the run-up elevation is more than 3 feet above the top of the structure or steep shoreline crest the BFE is set to 3 above the crest elevation. If the run-up is higher than the crest of a structure crest or crest of a steep slope, FEMA may delineate a wave overtopping zone or wave splash zone that extends landward.
2. Controlling Wave Height – The controlling wave height is the wave height associated with the highest 1% of waves. The controlling wave height is determined by the Wave Height Analysis for Flood Insurance Studies (WHAFIS) model. 70% of the Controlling wave height is added to the TWL to determine the BFE in locations where the overland wave crest envelope dominates the hazard. This is typically the case on flatter shorelines.

For each transect, wave run-up and the controlling wave must both be evaluated, and the more hazardous condition is used to define the BFE. This analysis is further complicated where coastal structures are present, or where the shoreline is subject to erosion during the 1% annual chance event. In these cases, analyses must be carried out for both intact and failed (or eroded) profiles and the BFE is determined based on the more hazardous results.

Because the SWL, wave setup, and TWL are primary inputs to the wave transect based calculation, the results of Phase I will provide a basis for appeal of any or all transects and re-mapping of any portion or the entire SFHA within the community. While a complete revision of the SFHA throughout the community might ultimately be desirable, it is not likely necessary to meet FEMA's criteria for appeals. Because there will be limited time to prepare appeals for communities in York and Cumberland counties, and because it will take a large effort to re-calculate and re-map all transects in participating municipalities, we are recommending that each community consider revising only a limited number of priority transects at first. After evaluating an initial set of transects, we will revise the mapping for those transects and prepare a submission that meets FEMA's criteria for an appeal.

With this proposed approach, our goal is to assist several communities in submitting appeals that meet FEMA's criteria, so that FEMA must consider them all. With many appeal submissions, FEMA will likely be obliged to decide on the scientific and technical merit of the Phase I modeling and broadly revised TWL and nearshore wave data. We believe that if more communities submit appeals, based on the more advanced Phase I methodology, thus presenting an improved technical approach that is consistent across multiple communities, it is more likely that FEMA will more broadly accept the revised methodology and appeals.

After initial appeal submissions are prepared for each participating community, time permitting, we could then evaluate and re-map additional wave transects and add them to the appeal submission. If there is not

sufficient time within the 90-day appeal period to revise additional transects, it is possible that FEMA may allow additional information to be submitted after the end of the appeal period, while FEMA reviews the initial appeal. If there is not sufficient opportunity to revise remaining transects at that point, there is still opportunity to do so through the Letter of Map Revision (LOMR) process, as soon as the new maps become effective.

We propose the following Phase II tasks for the Town of Kittery:

Task 5 –Transect-Based Wave Analysis and Mapping for Four Priority Transects

Ransom proposes to compare the modelling results from Phase I to FEMA’s 2017 engineering data and prioritize the transects FEMA utilized in generating the 2017 FIRMs in Kittery. Ransom will also consider locations where it would be beneficial to evaluate additional transects between the ones evaluated by FEMA. In light of time constraints, Ransom will work with the Town to identify the four transects with the highest priority for appeal. Priority will be based on the following criteria:

1. Apparent scientific or technical incorrectness in FEMA’s analysis,
2. The degree of over-conservatism in FEMA’s BFE and SFHA designation,
3. The area of land and number of properties affected by FEMA’s proposed changes in the flood zones and BFE

Ransom will evaluate the BFE and SFHA designation for the priority transects using the TWL data and corresponding wave conditions from Phase I. This includes performing the controlling wave height analysis using the WHAFIS model, as well as wave run-up analyses to determine the Base Flood Elevation along these transects. Where appropriate, Ransom’s analysis will incorporate assumed erosion profiles or structure failures as required by FEMA’s guidelines and specifications. Upon completion of this task, Ransom will provide a draft map showing proposed revisions to the flood zones in this area.

Task 6 – Appeal Documentation Preparation and Submission

For this task, Ransom will solicit and incorporate feedback from the Town on the draft analyses and mapping from Task 5 and finalize the modeling, analysis, and mapping. We will then compile the necessary documentation to meet FEMA’s requirements for a formal appeal and prepare a final appeal report with digital data submission for the Town to submit directly to FEMA during the 90-day statutory appeal period.

Task 7- Transect-Based Wave Analysis for Remaining FEMA Wave Transects

This optional task, or a portion thereof, may be completed within the 90-day appeal period if time permits. This task may also be completed following the end of the 90-day appeal period if FEMA agrees to consider additional transect analyses and remapping at that time. Alternatively,

if not completed through the appeal process, this task may be completed using the LOMR process after the appeal is resolved and new maps are made effective.

Ransom will perform transect-based wave analysis and mapping for the remaining transects that were not evaluated during Task 5. Upon completion of this task, Ransom will provide a draft map showing the proposed revisions to the flood zones in the Town. Time permitting, Ransom will incorporate the analysis and mapping into the appeal submission prior to the end of the 90-day appeal period. Otherwise, Ransom will prepare documentation of the additional analyses so that it can be submitted during appeal follow-up or as part of a LOMR application.

Task 8 – Appeal Follow-Up & Response to Subsequent FEMA Requests

Following appeal submission, Ransom will respond to requests for additional information that FEMA may have, until FEMA issues an appeal resolution. In our prior experience, FEMA typically will make at least one, and as many as three (or more), requests for additional information, and may require some revision to the appeal submission documentation, prior to accepting the final appeal. Please note that it is possible, but unlikely, that FEMA will outright deny an appeal. If that happens, FEMA's Scientific Resolution Panel (SRP) process is available for communities to request an independent review and decision regarding the appeal submission. If FEMA denies the appeal and the Town decides to request an SRP review, Ransom will provide technical support for the Town through the SRP process, on an as-needed basis.

PROJECT COST & SCHEDULE

We propose to complete the above scope of work on a time-and-materials basis, according to the fee schedule in Attachment A. The total cost for developing an overall coupled Hydrodynamic-Wave Model for communities in York and Cumberland Counties under Phase I is estimated at \$210,000. A breakdown of the Phase I estimated costs by tasks is listed in the Table below. These are the total costs for all participating communities assuming modeling is performed for all communities in York and Cumberland Counties. Ransom will divide the billing for Phase I tasks equally between all participating communities. Depending on the number of participating communities, the Phase I cost per community may be less. For example, if four communities participate in the effort, the estimated Phase I cost per community would be approximately \$52,500; and if all eight communities participate, the estimated Phase I cost per community would be approximately \$26,250.

To be fair to all communities that choose to participate in the effort, Ransom has decided that we will only use Phase I model results to support appeals in communities that share in the cost for Phase I. If additional communities, other than the eight listed above, decide they would like to participate, and share in the cost of Phase I, Ransom will allow those communities to join the effort, but with lower priority in completion of the Phase II effort.

Phase II costs for the Town of Kittery are broken down by task in the Table below. The total estimated Phase II cost is \$50,000 assuming the Town chooses the optional Task 7 for re-calculating all FEMA wave transects and re-mapping the SFHA for the entire town, which may have to be done after the appeal

Chris DiMatteo, Town Planner
Town of Kittery, Maine

submission. Estimated Phase II costs required for appeal submission, including Task 5 and Task 6 only, are \$20,000. The Town may choose to approve Phase I and only the Phase II tasks required for appeal submission at this time, and then later decide to approve Task 7 or a portion thereof, if they would prefer to wait to see how FEMA responds to the appeal or the initial transects before appealing or applying for additional changes to the FIRM.

Phase I Estimated Project Costs by Task (Total Cost for All Participating Communities)		
Task	Task Description	Estimated Cost
Task 1	Topographic-Bathymetric Digital Elevation Data	\$15,000
Task 2	Develop ADCIRC+SWAN model for Southern Maine	\$113,000
	High Performance Computing (HPC)	\$25,000
Task 3	Determine the 1% annual chance TWL and associated wave conditions	\$42,000
Task 4	Phase I Reporting and Documentation	\$15,000
<i>Phase I Total Estimated Cost</i>		\$210,000
Phase II Estimated Project Costs by Task for Community-Specific Appeal (Town of Kittery)		
Task 5	Transect-Based Analysis and Mapping for Four Transects	\$12,000
Task 6	Appeal Documentation Preparation	\$8,000
Task 7	Transect-Based Analysis and Mapping for Remaining Transects (Optional)	\$30,000
Task 8	Appeal Follow-Up & Responses with FEMA and Town, As-Necessary	TBD
<i>Phase II Total Estimated Cost</i>		\$50,000

These estimates are based on our understanding of the level of effort required for each task and our experience on similar appeal efforts. Although our best efforts will be made to complete the work within the estimated costs, please be aware that the flood map appeals require a number of iterative steps, where the required level of effort depends on the outcome of a previous step, and with the uncertain nature of numerical modeling, it is possible to encounter abnormal problems with model stability and validation that can require additional unforeseen efforts. Because of this, we cannot be completely certain beforehand, precisely what additional or revised analyses may be required or the associated level of effort will be. Furthermore, we recommend that Town consider adding a 10% to 20% contingency to their FEMA appeal budget to cover unforeseen conditions or additional efforts necessary to complete the appeal process. If we do encounter such difficulties during the course of the work, we will immediately notify the Town of these difficulties and/or unforeseen conditions and provide an estimate for additional efforts that might be required. We have not included an estimated cost for Task 8, because we cannot predict and do not know what, if any, additional information FEMA may request after we make the formal appeal submission. After the appeal submission, and if FEMA makes requests for additional information, we will provide the Town with a subsequent scope of work and cost estimate for responding to their requests at that time.

Although some level of reduction in flood elevations and flood zones are typically obtained through FEMA appeals, we cannot guarantee that our review and additional modeling will show that FEMA has

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significantly over-estimated the flood hazards and that an appeal could effectively reduce the flood zones and base flood elevations. Albeit unlikely, it is possible that our review and additional analysis may show little difference from FEMA's assessment of the flood hazard, or even that FEMA has under-estimated the flood hazard for part or all of the Town. In the latter cases, it is possible that appeal submission may not be advantageous to Town and the Town may choose not to submit the appeal. Regardless of appeal submittal, the proposed effort will provide more up-to-date and accurate flood hazard information for the Town, even if it does not result in revised FIRMs.

We are prepared to begin Phase I as soon as we receive a notice to proceed. We expect Phase I will be completed within 12 weeks. After completion of Phase I and if the appeal period has not started at that time, we recommend waiting to proceed with Phase II until FEMA has completed the public notice process, initiating the statutory 90-day appeal period. We recommend waiting, because on previous occasions, we have seen FEMA make changes to the preliminary FIRMS between their time of official release and the start of the appeal period. Based on our experience with previous FIRM updates in Maine, information from webinars that FEMA held last year, and recent communication with the State Floodplain Coordinator, Sue Baker, we expect FEMA will initiate the statutory 90-day appeal period sometime between July and September 2017, and end sometime before the end of the 2017. Although it is possible that FEMA may start the appeal period earlier⁴. We will complete Phase II Task 5 and Task 6 before the end of the appeal period. Time permitting, Task 7 may be fully or partially completed prior to the end of the appeal period, or it may be permitted following the appeal period. Timing and subsequent cost estimates for Task 8 will depend on the amount of time FEMA takes to review the appeal and any responses we may have to their requests for information. Based on prior experience, we anticipate Task 8 will be completed within 6 months to 1 year after the initial appeal submission.

ORGANIZATION

Nathan Dill, P.E. will be serving as project manager for this project and will be your primary contact at Ransom. Nathan will be assisted by Kevin Trainor, P.E. If Nathan or Kevin are not available, please feel free to contact Peter Sherr, Senior Project Manager or Nick Sabatine, Office Manager in their absence.

BILLING AND PAYMENT OPTIONS

Ransom will send invoices electronically to the email address you provide. If you prefer to receive paper invoices by mail, please check the "Opt Out" option below.

Send invoices to the following email address(es): _____

⁴ According to 44 CFR Vol 1. Part 67.4: In order to initiate the 90-day appeal period, FEMA must first notify the Town Chief Executive by certified mail, publish public notices at least twice in a local newspaper within 10 days following the certified notice to the town, and publish public notice in the federal register.

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I wish to opt out of electronic invoicing. Please mail invoices to this address:

Street/P.O. Box: _____

City/State/Zip: _____

For billing questions, please provide a telephone number to contact you: (____) _____

You may also choose to pay invoices via Discover, Visa, Mastercard, or American Express. To do so, please provide the following information.

CREDIT CARD PAYMENT OPTION: (Check one) Visa MasterCard AmEx Discover

Card Number: _____ Expiration Date: _____ CVV Code _____

Print Name as it appears on card:

3-digit code on back: M/C, Visa,
Discover
4-digit code on front of Amex

Billing Address:

Street City/State Zip

Cardholder's Signature

NOTE: If the credit card payment option is selected, the retainer amount will be charged to card upon receipt of signed agreement. Balance owing will be charged either: (a) monthly, if time-and-materials billing applies; or (b) at project completion, if lump-sum fee applies.

Chris DiMatteo, Town Planner
Town of Kittery, Maine

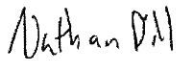
AUTHORIZATION

Prior to initiation of project work, we will need to receive an executed copy of this proposal, which will serve as our authorization to proceed. Ransom's *Fee Schedule* and *Terms and Conditions* are attached to this Scope of Work as Attachments A and B, respectively, and are hereby incorporated by reference as if fully stated herein.

We would like to thank you again for the opportunity to submit this scope of work and cost estimate. If you have any questions regarding this proposal, please contact either of the undersigned.

Sincerely,


RANSOM CONSULTING, INC.



Nathan Dill, P.E.
Project Manager/Modeling Specialist



Peter Sherr, P.E.
Senior Project Manager



Nicholas Sabatine, P.G.
Vice President

APPROVED AND ACCEPTED BY THE TOWN OF KITTERY, MAINE:

Signature: _____

Name (print or type): _____

Title: _____ Date: _____

ATTACHMENT A

Fee Schedule

Appeal Assistance for 2017 preliminary Flood Insurance Rate Maps
Town of Kittery, Maine

Fee Schedule 2017

PROFESSIONAL SERVICES

Hourly¹ Rate (\$)

Principal	175-210
Licensed Site/Environmental Professional	160-210
Professional Engineer/Professional Geologist	115-210
Senior Project Manager/Specialist	140-195
Project Manager	115-155
Associate Project Manager	95-110
Project Engineer/Geologist/Hydrogeologist/Scientist	75-105
GIS Specialist/CAD	70-100
Administrative	65

EMERGENCY RESPONSE SERVICES

Overtime rates (1.5 times hourly rate) will apply for emergency response services performed between 5:00 p.m. and 7:00 a.m. Monday through Friday, and all day Saturday. Premium rates (2.0 times hourly rate) will apply for emergency response services performed on Sundays and Holidays.

LITIGATION SUPPORT

Expert testimony will be billed at two times the standard fee schedule hourly rate.
Depositions will be billed at one and a half times the standard fee schedule hourly rate.

PROJECT SUBCONTRACTORS, MATERIALS, AND EXPENDABLE SUPPLIES

Handling charges will be added on all project supplies and services procured from outside vendors.

VEHICLES, MILEAGE

Vehicle	\$125.00/day
Mileage (company or personal vehicle)	IRS Prevailing Rate

EQUIPMENT RENTAL

Air Flow Meter	\$25/each	Photoionization Detector (PID)	\$110/day
Generator	\$50/day	Pump, Bladder	\$160/day
Stainless Steel Hand Auger	\$20/day	Pump, Peristaltic	\$35/day
Hydrolab Water Quality Meter	\$115/day	Purging Pump	\$40/day
Low Flow Sampling Equipment	\$175/day	Redi Flow 2 Submersible Pump	\$50/day
Metal Detector	\$25/day	Survey Equipment (Basic)	\$45/day
Meter Rental (DO, pH, Cond., Temp)	\$30/day	Survey Equipment (Total Station)	\$75/day
Oil/Water Interface Probe	\$50/day	Water Level Indicator	\$40/day

¹ These hourly rates are firm through December 31, 2017

ATTACHMENT B

Terms and Conditions

Appeal Assistance for 2017 preliminary Flood Insurance Rate Maps
Town of Kittery, Maine

RANSOM CONSULTING, INC.

TERMS AND CONDITIONS

Ransom Consulting, Inc. (the "Company") shall perform the services described in the attached Work Scope on behalf of the "Client" at a charge pursuant to either the fixed cost enumerated in the Work Scope or at the rates set forth in the attached Fee Schedule for time and materials and under the conditions and circumstances set forth below:

1. **Billings/Payment:**

Invoices for the Company's services shall be submitted, at the Company's option, either upon completion of such services or at the end of each calendar month. All such invoices shall be payable within thirty (30) days, the outstanding balance shall bear interest at the rate of one and one-half (1.5%) percent per month from date of original billing or at the highest interest rate permitted by law, whichever is less. The Client shall pay any service, sales or similar tax imposed upon the Company's services. It is further understood and agreed that if the Client fails to pay any invoice due to the Company within thirty (30) days after the date thereof, then the Company, without waiving any other claim or right against the Client, and without liability whatsoever to the Client, may terminate its performance hereunder. In the event of such termination, the Client agrees to promptly pay the Company for all services rendered through the date of termination. Such payment shall include: (a) full payment of all outstanding invoices, plus interest as stated above, plus (b) full payment of a final invoice for all work performed from the date of the last invoice outstanding through the date of termination. All amounts shall be paid in full, with interest as stated above, within ten (10) days after receipt by the Client of the final invoice. In the event that the Company places any invoice which is unpaid after the due date with an agency or an attorney for collection, the Client shall pay all costs and expenses of such collection, including without limitation attorney's fees and court costs, if any.

2. **Limitations:**

The Client recognizes that the Company's services are solely for the benefit of the Client and these services will include judgments based upon limited data rather than upon scientific fact. The Client understands that the Company may be required to make judgments or decisions based upon information provided by the Client or its contractors, and agrees that the Company may rely on such information in performing services under this Agreement. The Client understands and agrees that the services rendered by the Company shall be advisory only, and that the Client retains all decision-making responsibility with respect to all projects in which the Company participates. The Company shall perform its services in accordance with generally accepted practices and the Company shall be responsible solely for its own negligence. Any delayed use of the results of the Company's services will require updates. THE SERVICES OF THE COMPANY SHALL BE RENDERED WITHOUT ANY WARRANTY, EXPRESSED OR IMPLIED. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF SERVICES PERFORMED HEREUNDER BY THE COMPANY, ITS AGENTS, EMPLOYEES OR OTHER REPRESENTATIVES, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF THE COMPANY TO THE CLIENT OR ANY OTHER PERSON NOT A PARTY TO THIS AGREEMENT ARISING OUT OF ANY SERVICES PROVIDED BY THE COMPANY HEREUNDER SHALL NOT EXCEED THE AGGREGATE SUM OF COMPANY INVOICES SUBMITTED TO THE CLIENT FOR SERVICES PERFORMED HEREUNDER.

The Client agrees to notify all contractors and/or subcontractors who may perform work in connection with any report or study prepared by the Company of the above limitations on the Company's liability for errors, omissions or professional negligence, and to require, as a condition precedent of their performing work, a like limitation of liability as against the Company. In the event that the Client fails to obtain a like limitation of liability, any liability of the Company to such contractor or subcontractor arising out of alleged error, omissions or professional negligence shall be allocated between the Client and the Company in such a manner that the aggregate liability of the Company to all parties, including the Client, shall not exceed the aggregate amount of invoices submitted hereunder. In the event that the Client makes a claim against the Company, at law or otherwise, for any alleged error, omission or act arising out of the performance of the Company's services, and the Client fails to prove such claim upon final adjudication, then the Client shall pay all costs incurred by the Company in defending itself against such claim, including, without limitation, attorney's fees and costs and fees and expenses of experts. In no event may the Client bring any claim, action or proceeding arising out of the services provided by the Company hereunder more than two (2) years after the date such services were provided.

Without limiting the generality of the above limitations on liability of the Company, the Company will not be liable for damage or injury arising from damage to or interference with subterranean structures (including without limitation, pipes, tanks, telephone cables, etc.) which are not called to the Company's attention and not correctly shown on the plans furnished by the Client in connection with work performed under this Work Scope.

3. **Right of Entry:**

The Client hereby authorizes the Company, or represents and warrants that authorization has been duly granted to the Company (if the project location is not owned by the Client), its agents, staff, consultants and contractors or subcontractors, to enter upon the project location for the purpose of performing and with the right to perform all acts, studies and research, including without limitation, the making of test borings and other soil and water samplings, pursuant to the Work Scope. The Client hereby recognizes that the use of exploration equipment may unavoidably affect, alter or damage the terrain and affect vegetation, building, structures and equipment, in, at or upon the area being studied. The Client will not hold the Company liable or responsible for any such reasonable effect, alteration or damage. The Client agrees to pay the Company an additional fee for any services performed at the Client's request to restore the condition of the area being studied.

4. **On-Site Services:**

Any services or monitoring provided by the Company at a site during project construction, remedial action or other site activities are not intended to include review of the adequacy of any contractor's health and safety measures in, on or near the construction site and will not relieve any contractor of its responsibilities for performing the work in accordance with applicable laws and regulations and with the plans and specifications. The Company and the Client agree that the contractor will be solely and completely responsible for working conditions on the job site, including health and safety of all persons and property during the performance of the work, and compliance with OSHA, NIOSH, U.S. EPA, and other applicable regulations.

5. **Licensed Site Professional Services:**

If any of the services to be performed under the Work Scope relate to sites in Massachusetts, the following provisions will apply:

In the event that any employee or subcontractor of the Company acts as a licensed site professional ("LSP"), as defined in the Massachusetts Contingency Plan (310 CMR 40.0000), the Client acknowledges that (a) any opinions rendered by the LSP will reflect the LSP's independent professional judgment based upon the studies, investigations, tests, analyses, level of supervision or other services that the LSP determines to be necessary or appropriate in order to establish a basis for such opinions, (b) other professionals and the Massachusetts Department of Environmental Protection ("MA DEP") may have legitimate differences of opinion regarding various aspects of an environmental site assessment or remediation and (c) the MA DEP may require additional assessment and/or remediation services, even though the Company's services have been performed competently and in accordance with the standard of care set forth in the Massachusetts Contingency Plan, as in effect at the time of the Company's original provision of services. The Client agrees to cooperate with the LSP and the MA DEP in obtaining all additional services or information deemed necessary by the LSP or the MA DEP. If the Company and the Client are unable to reach mutual agreement on the terms under which the services or information will be obtained, the Company may terminate its services upon giving written notice to the Client, and the Client will pay the Company for all services and expenses through the date of termination in accordance with this Agreement.

In addition, the Client recognizes that the MA DEP may at any time audit all or part of the LSP's services or the assessment or remediation in which the LSP participated. The Client acknowledges that such an audit is not an indication that the services were deficient or failed to comply with the Massachusetts Contingency Plan as in effect at the time the Company originally provided its services. The Company shall be entitled to additional compensation for any time spent and to reimbursement for any expenses incurred in responding to any MA DEP audit (in accordance with the Company's fee schedule then in effect).

6. **Indemnification:**

The Client acknowledges that the Company has not generated or released and is not otherwise responsible, in whole or in part, for the presence of any oil, hazardous materials, pollutants, asbestos or other potentially dangerous substance at the site identified in the Work Scope. Therefore, the Client agrees to defend and save the Company, its officers, employees and subcontractors harmless from all liability, losses, damages, claims, demands and suits, including expenses of suit and reasonable attorneys' fees, arising from personal injuries, disease or death, property loss or damage, natural resource damages, injuries to others (including personnel of the Client and of the Company, its contractors and subcontractors performing work hereunder), or from air, water or soil pollution or environmental contamination arising out of or in any manner connected with or related to the performance of this Work Scope, except if such injury, loss or damage shall be caused solely by the gross negligence or willful misconduct of the Company, its employees, agents or representatives.

7. **Duty of the Client:**

It shall be the duty of the Client to advise the Company promptly of any known or reasonably knowable oil or hazardous materials or any condition existing in, on or near the premises upon which work is to be performed by the Company's employees or subcontractors that presents a potential or possible health hazard or nuisance. If the Client fails to advise the Company or, notwithstanding such advice, unanticipated occurrences of such substances or conditions are discovered during the course of the work, and such discovery in the judgment of the Company results in or may result in injury or a

health risk to persons, whether the Company's personnel, the Client's personnel or others, the Client agrees that it shall assume full responsibility and liability for any resulting personal injury, including disease, medical expenses and/or death, property damage or economic loss, including consequential damages.

8. Changes in Work Scope:

If any unforeseen hazardous materials or other unforeseen conditions are encountered during execution of the work which, in the judgment of the Company, significantly affect or may affect the work or the recommended Work Scope, the Company will notify the Client as soon as practicable. In such event, the Client and the Company agree to pursue one of the following: (1) if practicable, in the judgment of the Company, complete the original Work Scope; (2) modify the Work Scope and budget estimate to include study of the previously unforeseen conditions, with this Agreement being amended accordingly and in writing; or (3) terminate the Work Scope. In the event of termination, the Client agrees to pay the Company in full for all work completed and fees due until written termination notice has been received by the Company and to pay all costs incurred by the Company prior to and in connection with discontinuing the work hereunder, such as completion of files and preparation of a written report to the Client of findings to date of termination and all costs associated with subcontract termination. The Client also acknowledges that the Company may be required by statute, regulation or court order to report the finding of oil or hazardous materials or certain other matters to state or federal authorities.

9. Confidentiality:

The Company will not disclose information about its services, its reports or information which the Client has provided to the Company and designated as confidential, without the Client's prior consent, except to the extent necessary (a) for the Company to perform its services, (b) to comply with professional standards to protect public health, safety and the environment or (c) to comply with court orders, laws, governmental regulations and other legal requirements. Information generally available to the public, technical information the Company may have developed independently and information the Company acquires from third parties without any breach of duty will not be considered confidential. If by order of court, statute or regulation ("orders"), the Company is required to disclose information in its possession, it shall give the Client prompt notice of such facts. Thereafter, the Company may, without liability to the Client or others, comply with such orders. If any claims are asserted against the Company because of its compliance, the Client will hold the Company harmless from such claims and any reasonable expenses incurred, provided that the Company's disclosure is made under a reasonable bona fide belief, or on advice of counsel, that disclosure is required by such orders.

10. Opinions of Probable Clean-up and Disposal Costs:

The Company may give opinions of probable clean-up and disposal costs as part of the Work Scope. These opinions may also involve approximate quantity estimates. The Client understands and agrees that quantity estimates are estimates only, and are not accurate enough for clean-up and disposal bids. The Company does not guarantee or warrant the accuracy of estimates of probable clean-up and disposal costs as compared to bids of Contractors, or compared to actual clean-up and disposal costs.

11. Documents:

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by the Company shall remain the property of the Company. The Client agrees that all reports and other work furnished to the Client or its agents, shall be utilized by the Client solely for the purposes of the contemplated project. Any documents prepared by the Company which are not paid for by the Client, shall be returned upon demand and shall not be used by the Client for any purpose whatsoever. The Company will retain all pertinent records relating to performed services for a period of two (2) years following submission of the report or any other period mandated by law, during which period the records will be made available to the Client at the Company's Office at all reasonable times. Copies will be prepared by the Company for the Client for reasonable cost of reproduction.

12. Disposal of Contaminated Material:

The Client agrees that the Company is not, and has no responsibility as, a handler, generator, owner, operator, treater, storer, transporter or disposer of oil, hazardous material or toxic substances found or identified at a site except as relates to laboratory samples. With the exception of laboratory samples, the Company does not arrange directly or indirectly for the transport, disposal, storage or treatment of any material, including oil or hazardous waste. Arrangements for the handling, removal, treatment, storage, transportation and disposal of oil, hazardous material or constituents found or identified at the site will be undertaken by others.

13. Samples:

The Client will pay all costs associated with the storage, transport and disposal of samples. All samples of soil, water, waste, stock or other materials collected from the site will be disposed of sixty (60) days after completion of laboratory testing unless the Client makes other arrangements at the time it accepts the Company's proposal or unless applicable law requires their retention, in which event the Client will pay an additional fee for storage as determined by the Company.

14. Public Liability:

Company represents and warrants that its staff are protected by Worker's Compensation insurance with statutory limits; and that Company has such coverage under Public Liability and Property Damage insurance policies which Company deems adequate. Certificates for all such policies of insurance shall be provided to Client upon written request. Only within and only to the extent of the limits and conditions of such insurance, Company agrees to indemnify and save Client harmless from any claims, demands, suits, or liabilities arising from any negligent acts by Company, its agents, staff, contractors or consultants employed or engaged by it. In no event shall Company be liable or responsible for any loss, damage, or liability, including but not limited to fire and explosion, beyond the amounts, limits, and conditions of such insurance, or if such loss, damage, or liability is excluded from such coverage of such insurance.

15. Reliance:

The Client recognizes that the services and the contents of any project reports and associated documents provided to the Client by the Company are solely for the benefit of the Client and its heirs, successors and permitted assigns whose reliance thereon is not independent of Client's. The contents of any project reports and associated documents, including but not limited to any opinions and recommendations embodied therein, are not to be quoted or otherwise referenced to nor furnished to any other person, and no other person shall be entitled to rely thereon, without the Company's prior written consent. The Company and the Client agree that such consent will be given by the Company only upon its receipt of (i) additional consideration in an amount sufficient in its sole discretion to compensate the Company for its additional exposure, and (ii) the written agreement of the third party seeking to rely upon the contents of any project reports and associated documents accepting the entire contents of this Agreement, including the specified Work Scope, the Terms and Conditions, and any additional limitations included within the body of the applicable reports and/or documents upon which reliance is sought. Notwithstanding the foregoing, the Company may withhold its consent for any reason or no reason in its sole discretion.

16. General:

In an effort to resolve any conflicts that arise during the Project or following the completion of the Project, the Client and the Company agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

The Client and the Company further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

The Work Scope, Fee Schedule and these Terms and Conditions constitute the entire agreement of the parties and there is no other agreement relating to the services to be rendered by the Company that is not expressed herein. This Agreement shall be governed by, and construed and enforced in accordance with, the substantive laws of The Commonwealth of Massachusetts without regard to its principles of conflicts of laws.

Each party is and shall perform this Agreement as an independent contractor and, as such, shall have and maintain complete control over all of its employees, agents (including without limitation, any subcontractors) and operations. Neither party nor anyone employed by it shall be, represent, act, purport to act or be deemed to be the agent, representative, employee or servant of the other party.

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed or like document.

If any of these Terms and Conditions shall be finally determined to be invalid or unenforceable in whole or part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform these conditions and to replace any such invalid or unenforceable provision with a valid and enforceable provision as close in meaning as possible to the intention of the stricken provision.

Ransom Consulting, Inc. is an Equal Opportunity Employer.

- 1 1. Call to Order
- 2 Chairperson Beers called the meeting to order at 7:00 p.m.
- 3 2. Introductory
- 4 Chairperson Beers read the introductory.
- 5 3. Pledge of Allegiance
- 6 Chairperson Beers led those present in the Pledge of Allegiance.
- 7 4. Roll Call
- 8 Answering the roll call were Chairperson Gary Beers, Councilors Frank Dennett, Jeffrey
- 9 Pelletier, Jeffrey Thomson, and Kenneth Lemont.
- 10 Absent from the roll call were Vice Chairperson Charles Denault and Judith Spiller.
- 11 5. Agenda Amendment and Adoption
- 12 Items 10a through 10d. was moved to follow Item 16. The agenda was adopted, as amended.
- 13 6. Town Manager's Report
- 14 Town Manager Amaral reviewed her written report.
- 15 **Haley Road Shoulder** – The shoulder work should improve the experience for bicyclists and
- 16 pedestrians; however, the road width will not be widened.
- 17 **Sewer Betterment Status Update** – An overview regarding the status of all sewer betterment
- 18 accounts was stated. There is one remaining arbitration case to be finalized.
- 19 **Credit and Debit Card Payment Options** – Vehicle registrations can now be paid using a
- 20 credit or debit card online. In the future, the Town plans to provide credit and debit card payment
- 21 services at Town Hall and Fort Foster. The payment includes the card transaction costs and the
- 22 Town loses no funds.
- 23 **Upcoming Dates** – The following upcoming event was announced:
- 24 • National Night Out – Tuesday, August 1st, 6:00-8:00 PM, Kittery Community Center
- 25 7. Acceptance of Previous Minutes
- 26 The regular meeting minutes of June 26, 2017 were adopted, as presented.
- 27 8. Interviews for the Board of Appeals and Planning – None.
- 28 9. All items involving the town attorney, town engineers, town employees or other town
- 29 consultants or requested officials. – None.
- 30 10. PUBLIC HEARINGS – See Items 10a through 10d. after Item 16.

31 11. DISCUSSION – None.

32 a. Discussion by members of the public (three minutes per person)

33 b. Response to public comment directed to a particular Councilor

34 c. Chairperson’s response to public comments

35 12. UNFINISHED BUSINESS – None.

36 13. NEW BUSINESS

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

38 b. (070117-5) The Kittery Town Council moves to approve the disbursement warrants.

39 Town accounts payable of \$77,027.49.

40 Town accounts payable of \$37,024.58.

41 Sewer account payable of \$16,771.31.

42 Sewer account payable of \$3,205.17.

43 School accounts payable of \$61,240.65.

44 School accounts payable of \$338,100.27.

45 Total of all disbursement warrants of \$533,369.47.

46
47 Chairperson Beers stated that the Town and Sewer warrants are in due form. Councilor Pelletier
48 that the School warrants are in due form.

49 **COUNCILOR THOMSON MOVED TO APPROVE THE DISBURSEMENT**
50 **WARRANTS, SECONDED BY COUNCILOR PELLETIER. THE MOTION PASSED BY**
51 **A UNANIMOUS VOICE VOTE 5/0/0.**

52 c. (070117-6) The Kittery Town Council moves to approve a renewal application from
53 Maine Ocean Lobster LLC, 301 US Route 1, Kittery, ME for a Malt, Spirituous and Vinous
54 Liquor License for The Pointe, 31 Badgers Island West.

55 **COUNCILOR THOMSON MOVED TO APPROVE THE APPLICATION, SECONDED**
56 **BY CHAIRPERSON BEERS. THE MOTION PASSED BY A UNANIMOUS ROLL**
57 **CALL VOTE 5/0/0.**

58 d. (070117-7) The Kittery Town Council moves to authorize the release of funds in the
59 amount of \$1,000 from unassigned funds (unencumbered surplus) as approved by the voters at
60 the June 14, 2016 Town Meeting, and to deposit said funds into account #101740-68427
61 Expense Self-Insurance Claims, to cover the cost of the deductible for an insurance claim.

62 **COUNCILOR THOMSON MOVED TO AUTHORIZE THE RELEASE OF FUNDS,**
63 **SECONDED BY COUNCILOR PELLETIER. THE MOTION PASSED BY A**
64 **UNANIMOUS ROLL CALL VOTE 5/0/0.**

65 14. COUNCILOR ISSUES OR COMMENTS

66 Councilor Thomson questioned whether or not it is beneficial to publish all public notices in the
67 Portsmouth Herald. Ms. Maryann Place, Town Clerk, listed the public locations that the July 10th

68 public hearings were posted as changed in the Town Charter, which did not include the
69 newspaper. Councilor Dennett noted that public hearings required by state statute must be
70 published in the newspaper.

71 15. COMMITTEE AND OTHER REPORTS

72 a. Communications from the Chairperson

73 Chairperson Beers sought consensus regarding an opinion relating to the draft Comprehensive
74 Plan 2015-2025 to be discussed in the July 24, 2017 meeting and the Council concurred.

75 b. Committee Reports

76 A communication from the Port Authority Chair was read highlighting status of current items,
77 including code revisions, the new Harbormaster, moorings data management, and other efforts
78 related to the Port Authority's responsibilities.

79 16. EXECUTIVE SESSION

80 a. (070117-9) The Kittery Town Council moves to go into executive session with the
81 Town Manager in accordance with 1 M.R.S. §405 (6)(E) to discuss a legal matter.

82 **COUNCILOR PELLETIER MOVED TO GO INTO EXECUTIVE SESSION AT 6:00**
83 **P.M. WITH THE TOWN MANAGER TO DISCUSS A LEGAL MATTER, SECONDED**
84 **BY CHAIRPERSON BEERS. THE MOTION PASSED BY A UNANIMOUS ROLL**
85 **CALL VOTE 5/0/0.**

86 **COUNCILOR THOMSON MOVED TO COME OUT OF EXECUTIVE SESSION AT**
87 **6:22 P.M., SECONDED BY COUNCILOR PELLETIER. THE MOTION PASSED BY A**
88 **UNANIMOUS ROLL CALL VOTE 7/0/0.**

89 RECESS – The regular meeting went into recess at 6:23pm and reconvened at 7:00pm.

90 10. PUBLIC HEARINGS

91 a. (070117-1) The Kittery Town Council moves to approve a renewal application from
92 Maine Ocean Lobster LLC, 301 US Route 1, Kittery, ME for a Special Activity Amusement
93 Permit for The Pointe, 31 Badgers Island West.

94 Chairperson Beers opened the floor for anyone wishing to speak for, against, or about the matter.
95 Hearing none; Chairperson Beers closed the public hearing.

96 **COUNCILOR THOMSON MOVED TO APPROVE THE RENEWAL APPLICATION,**
97 **SECONDED BY COUNCILOR PELLETIER. THE MOTION PASSED BY A**
98 **UNANIMOUS ROLL CALL VOTE 5/0/0.**

99 b. (070117-2) The Kittery Town Council moves to ordain and adopt the 2017-18 Sewer
100 Budget.

101 Chairperson Beers opened the floor for anyone wishing to speak for, against, or about the matter.
102 Hearing none; Chairperson Beers closed the public hearing.

103 **COUNCILOR THOMSON MOVED TO ADOPT THE 2017-18 SEWER BUDGET [**
104 **REVENUE & EXPENSE AMOUNTS], SECONDED BY COUNCILOR PELLETIER.**
105 **THE MOTION PASSED BY A UNANIMOUS ROLL CALL VOTE 5/0/0.**

106 c. (070117-3) The Kittery Town Council moves to ordain proposed amendments to Title
107 16 16.3.2.13 Mixed Use MU of the Kittery Town Code.

108 Chairperson Beers opened the floor for anyone wishing to speak for, against, or about the matter.

109 Tom Emerson, Economic Development Committee, stated the Committee is in support of the
110 proposed ordinance changes as it will promote mixed use development.

111 Seeing no one else rise; Chairperson Beers closed the public hearing.

112 **COUNCILOR THOMSON MOVED TO, IN ACCORDANCE WITH TITLE 30-A, M.R.S.**
113 **§3001, AND TOWN CHARTER SECTIONS 2.07(3) AND 2.14, HEREBY ORDAINS**
114 **REVISION TO TITLE 16, §3.2.13.B PERMITTED USES AND §3.2.13.D STANDARDS**
115 **AS PRESENTED, SECONDED BY COUNCILOR PELLETIER.**

116 Councilor Lemont expressed concerns related to retail use requirements. Chairperson Beers
117 clarified in response to Councilor Lemont that the proposed requirement states the developer
118 provides either a public sidewalk or a right-of-way easement. He stated other concerns relating to
119 development exactions in the proposed language and the Town Attorney's written review.

120 **CHAIRPERSON BEERS MOVED TO AMEND THE PROPOSED DOCUMENT AT**
121 **LINE 313-318 BEGINNING WITH "THE DEVELOPER" AND ENDING AT**
122 **"PEDESTRIAN ACCESS" UNDER PROPOSED 13.6.2.13.D.8, SECONDED BY**
123 **COUNCILOR DENNETT.**

124 Councilor Thomson expressed a concern for Council members' affiliation to businesses located
125 in the applicable Mixed Use zone and suggested it be postponed to the next regular meeting
126 when all Council members are present.

127 **COUNCILOR THOMSON MOVED TO POSTPONE THE ITEM UNTIL ALL**
128 **COUNCIL MEMBERS ARE PRESENT IN THE REGULAR MEETING, SECONDED**
129 **BY COUNCILOR PELLETIER.**

130 Councilor Lemont stated his intentions to abstain from the matter.

131 **THE MOTION TO POSTPONE THE ITEM PASSED BY A UNANIMOUS ROLL CALL**
132 **VOTE 5/0/0.**

133 d. (070117-4) The Kittery Town Council moves to ordain a proposed amendment to Title
134 10 of the Kittery Town Code, to add §10.2.4 Local Traffic Only No Through Way Designated, as
135 an Emergency Ordinance to expire in 60 days.

136 Chairperson Beers opened the floor for anyone wishing to speak for, against, or about the matter.

137 Stephen Tapley, 108 Martin Rd, asked for the definition of local traffic and questioned how the
138 proposed ordinance would be enforced. Town Manager Amaral described what local traffic
139 means. Chief Soucy explained that it can be enforced either as an Ordinance or a State moving

140 violation. The penalty for the moving violation is \$106.

141 Several public comments were stated relating to the safety concerns for pedestrians and children
142 playing with speeding motorists in the local streets. Suggestions to help alleviate the speeding
143 issues were made, including adding speed limit signs, adding caution signs, installing speed
144 bumps, and adding stop signs at certain areas and intersections. It was noted in many comments
145 that the vehicles observed have out-of-state license plates. Comments of this nature were stated
146 by the following individuals:

- 147 • Suzanne Sayer, 1 Prince Ave
- 148 • Doug Greene, 19 Stimson St
- 149 • Eleanor Majewski, 11 Stimson St
- 150 • Francis Alamia, Rice Ave
- 151 • Tom Brown, 3 Lincoln St
- 152 • Kim Borgen, Stimson St
- 153 • Drew Fich, Langton St
- 154 • Jim Gastle, Stimson St
- 155 • Jose Monteiro, 17 Stimson St

156 Shaye Robbins, 402 Haley Rd, encouraged public participation in the proposed Ordinance with
157 the Kittery Foreside businesses.

158 Seeing no one else rise; Chairperson Beers closed the public hearing.

159 Chairperson Beers provided responses to the public comments, including the follow statements:

- 160 • The proposed Ordinance would apply to Prince Ave.
- 161 • Speed bumps are typically not favored by first responders as it impedes accessibility.
- 162 • This is a temporary measure to address traffic issues. The Town is currently working on a
163 larger effort to address traffic for the entire area.

164 **COUNCILOR THOMSON MOVED TO, IN ACCORDANCE WITH TITLE 30-A, M.R.S.**
165 **§3001, AND TOWN CHARTER §2.15, HEREBY ORDAINS TITLE 10 BE AMENDED**
166 **TO INCLUDE §10.2.4 “LOCAL TRAFFIC ONLY NO THROUGH WAY DESIGNATED”**
167 **AND SUCH AMENDMENT SHALL BE EFFECTIVE IMMEDIATELY AND SUCH**
168 **EMERGENCY ORDINANCE SHALL EXPIRE 61 DAYS FOLLOWING ADOPTION**
169 **UNLESS ADOPTED AS AN ORDINANCE IN ACCORDANCE WITH TOWN**
170 **CHARTER §2.14, AS PRESENTED, SECONDED BY COUNCILOR PELLETIER.**

171 Councilor Lemont spoke about the traffic issues he has observed in the area. He encouraged the
172 Town Manager to continue having conversations with the Portsmouth Naval Shipyard staff to
173 develop a long-term solution. Councilor Thomson stated the proposed Ordinance will help to
174 address the traffic issues temporarily. He encouraged a more comprehensive solution for the
175 whole Town. Town Manager Amaral noted that the proposed Ordinance is a trial measure to
176 address the concerns. Councilor Dennett stated the amendment is not well written and suggested
177 to address the entire area in another meeting.

178 **COUNCILOR THOMSON AMENDED THE MAIN MOTION TO ADD LANGTON ST**
179 **AND REPLACE “WESTERLY” WITH “EASTERLY” AT LINE 444, SECONDED BY**
180 **COUNCILOR PELLETIER.**

181 Town Manager Amaral clarified that Langton St was omitted with the intent of minimizing the
182 amount of signage that would be added.

183 **THE MAIN MOTION WAS AMENDED BY ROLL CALL VOTE 4/1/0, WITH**
184 **COUNCILOR DENNETT OPPOSED.**

185 **COUNCILOR THOMSON MOVED TO POSTPONE ACTION ON THE AMENDED**
186 **MOTION UNTIL JULY 24, 2017, SECONDED BY COUNCILOR LEMONT. THE**
187 **MOTION PASSED BY A UNANIMOUS ROLL CALL VOTE 5/0/0.**

188 17. ADJOURNMENT

189 **COUNCILOR PELLETIER MOVED TO ADJOURN THE MEETING AT 7:51 P.M.,**
190 **SECONDED BY COUNCILOR THOMSON. THE MOTION PASSED BY A**
191 **UNANIMOUS VOICE VOTE 5/0/0.**

192 Submitted by Marissa Day, Minutes Recorder, on July 17, 2017.

193 *Disclaimer: The following minutes constitute the author's understanding of the meeting. While*
194 *every effort has been made to ensure the accuracy of the information the minutes are not intended*
195 *as a verbatim transcript of comments at the meeting, but a summary of the discussion and*
196 *actions that took place. For complete details, please refer to the video of the meeting on the*
197 *Town of Kittery website at <http://www.townhallstreams.com/locations/kittery-maine>.*



TOWN OF KITTEERY

200 Rogers Road, Kittery, ME 03904

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

REPORT TO TOWN COUNCIL

Meeting Date: June 26, 2017
From: Kendra Amaral, Town Manager
Subject: Mixed Use Zone – Title 16 Amendments
CC: Chris DiMatteo, Town Planner
Councilor Sponsor: Chairperson Gary Beers

EXECUTIVE SUMMARY

The following code amendments were initially introduced to the Planning Board by an applicant seeking to enhance the development of a parcel in the Mixed Use Zone. In reviewing the request, the Planning Board conducted a broader review the Mixed Use Zone code and identified other amendments that will enhance the quality of development in this area.

The amendments seek to reduce setbacks and allow greater flexibility of lot use which advances the goals of the mixed use principle, opens additional development opportunities along this corridor, and makes possible growth in values within the TIF district.

ITEM 1 – 16.3.2.13.B

- Add light industry less than or equal to 20,000 square feet of gross floor area as a permitted use, and light industry in excess of 20,000 square feet of gross floor area as a special Exception Use as a means of allowing other desirable development opportunities in this zone.
- For mixed-use buildings connected to public sewerage system, allow one dwelling unit per 10,000 square feet of buildable land area, increasing the density opportunity for mixed use development.
- For retail use, allow up to 30% of the developable area to promote more retail in the mixed use.

ITEM 2 – 16.3.2.13.D.1

- Reduce front setbacks to 30 feet and allow where necessary parking in front of the building.

ITEM 3 – 16.3.2.13.D.6.a

- Set the depth of the required landscape strip along Route 1 to 30 feet, in order to encourage principle buildings being located closer to the street.

ITEM 4 – 16.3.2.13.D.7

- Standardize the requirement of sidewalks in the zone to ensure the ultimate build-out of the zone will result in safe contiguous pedestrian access throughout the zone.

ITEM 5 – 16.3.2.13.D.8

- Allow modification of requirement of open space in the front of the lot in order to encourage principle buildings being located closer to the street.

OTHER

- Rearrange or move sections to improve readability and other minor edits.

Initial Review	Public Notice	Public Notice	Public Hearing	Vote to Recommend to Council
3/9/2017	5/11/2017	5/17/2017	5/25/2017	5/25/2017

STATEMENT OF NEED

This zone is our TIF #1 district. Presently the TIF #1 district is “underwater”; meaning property values are below the baseline established in the TIF. The zone is targeted as a growth area.

Allowing light industrial, reducing setbacks, and allowing greater flexibility of use of lots in this zone will enhance development opportunities. Allowing up to 30% use for retail and greater density for residential units at 10,000 square feet are consistent with the principle of mixed use and should allow for desirable development along this corridor.

PROPOSED SOLUTION/RECOMMENDATION

Adopt the proposed revisions to Title 16.

1 **16.3.2.13 Mixed Use MU.**

2
3 **A. Purpose.**

4 To provide opportunities for a mix of office, service, and limited residential and retail uses, to alter the
5 pattern of commercial activity on Route 1, to serve Kittery's needs, and to minimize traffic congestion. A
6 mix of uses on a site is desired and in some cases, required; a continuation of strip development is not
7 encouraged in this zone. The mixed use zone is intended to accommodate growth.

8
9 The purpose of large lot sizes, open space standards, and frontage requirements is to limit the number of
10 access points along U.S. Route 1, to encourage the development of service roads which may serve
11 several developments, and to create development that will retain the predominant rural character of the
12 zone. Other objectives are to encourage an orderly and safe traffic flow along U.S. Route 1, pedestrian
13 safety, and an attractive site design enhanced by landscaping, open space, and restrictions on the
14 locations of parking. These development goals are supported by the principles and objectives identified
15 in the Town's *Design Handbook, Kittery Maine.*

16
17 **B. Permitted Uses.**

- 18 1. Agricultural uses and practices, except a piggery or the raising of poultry for commercial purposes;
- 19 2. Art studio/gallery;
- 20 3. Boat yard;
- 21 4. Building materials and garden supplies;
- 22 5. Business and professional offices;
- 23 6. Church or institution of religion;
- 24 7. Commercial parking lot or garage;
- 25 8. Day care facility;
- 26 9. Dwellings, limited to the following:
 - 27 a. Single-family dwellings on lots of record as of April 1, 2004,
 - 28 b. Dwelling units on the upper floors of a mixed-use building that is served by public sewerage;
- 29 10. Funeral home;
- 30 11. Grocery store, food store, convenience store or neighborhood grocery;
- 31 12. Hospital;
- 32 13. Inn;
- 33 14. Institution of education, which is not used for residential or overnight occupancy;
- 34 15. Mass transit station;
- 35 16. Municipal or state building or use;
- 36 17. Convalescent care facility, long-term nursing care facility;
- 37 18. Institution of philanthropic, fraternal, political, or social nature, which is not used for residential or
38 overnight occupancy;
- 39 19. Personal services;
- 40 20. Public open space or recreation;
- 41 21. Restaurant;
- 42 22. Research and development;
- 43 23. Repair service;
- 44 24. Retail use, a single use not to exceed fifty thousand (50,000) square feet in gross floor area;
- 45 25. Selected commercial recreation;
- 46 26. Theater;
- 47 27. Timber harvesting;
- 48 28. Veterinary hospital;
- 49 29. Accessory buildings and uses including minor or major home occupations;

- 50 30. Eldercare facility;
- 51 31. Accessory dwelling units; and
- 52 32. Specialty food and/or beverage facility.
- 53 33. Industry, light (less than or equal to twenty thousand (20,000) square feet in gross floor area);

54
55

56 **C. Special Exception Uses.**

- 57 1. Campground or trailer park;
- 58 2. Commercial kennel;
- 59 3. Commercial greenhouses;
- 60 4. Drive-in theater;
- 61 5. Gas service station;
- 62 6. Housing for elderly as part of a mixed use project;
- 63 7. Industry, light (greater than twenty thousand (20,000) square feet in gross floor area);
- 64 8. Mechanical service;
- 65 9. Motel or hotel;
- 66 10. New motor vehicle sales;
- 67 11. Public utility facilities including substations, pumping stations, and sewage treatment facilities;
- 68 12. Repair garage;
- 69 13. Retail use, Aa single retail use greater than fifty thousand (50,000) square feet in gross floor area and
70 less than one hundred fifty thousand (150,000) square feet in gross floor area;
- 71 14. Shop in pursuit of trades;
- 72 15. Transportation terminal;
- 73 16. Warehousing/storage;
- 74 17. Wholesale business; and
- 75 18. Construction services.

76
77

77 **D. Standards.**

- 78 1. All development and the use of land in the MU zone must meet the following standards. Kittery's
79 Design Handbook illustrates how these standards can be met. In addition, the design and performance
80 standards of Chapters 16.8 and 16.9 must be met.
- 81
- 82 2. Minimum Dimensional Standards.
- 83 The following apply:

84
85

85 Minimum lot size:	
86 lots with frontage on Route 1	200,000 square feet
87 lots without frontage on Route 1	80,000 square feet

88
89

89 Minimum street frontage on road with access along	
90 U.S. Route 1, Haley Road, Lewis Road, or Cutts Road	250 feet
91 other streets or approved ways	150 feet

92
93

93 Minimum front yard	60 30 feet
94 Minimum rear and side yards	30 feet
95 Maximum building height	40 feet
96 Maximum height above grade of building-mounted signs	40 feet

97
98

99	Minimum setback from water body and wetland water dependent uses	0 feet
100		
101	Minimum setback from streams, water bodies and wetlands	in accordance with
102		Table 16.9, Section
103		16.3.2.17 and Appendix
104		A, Fee
105		
106	Minimum land area per unit for eldercare facilities that are connected to the public sewerage system:	
107	dwelling unit with two or more bedrooms	5,000 square feet
108	dwelling unit with less than two bedrooms	4,000 square feet
109	residential care unit	2,500 square feet
110		
111	Minimum land area per bed for nursing care and convalescent	
112	care facilities that are connected to the public sewerage system	2,000 square feet
113		
114	Buffer to I-95 ROW	40 feet
115	Buffer to neighboring lot with an existing residence	
116	within 100 feet of the lot line	40 feet
117	Vegetated buffer to be maintained between the MU and R-RL zones	40 feet
118		

119 **NOTE 1:** For single-family dwellings, one dwelling unit is allowed for each two hundred thousand
120 (200,000) square feet of land area. A lot of record having a land area of more than two hundred thousand
121 (200,000) square feet that was improved with a single-family dwelling as of April 1, 2004 may be divided
122 into two lots with a single-family dwelling on each lot provided that each of the lots contains at least forty
123 thousand (40,000) square feet of land area and meets the other dimensional standards of the zone.
124 Sections 16.3.2.1 D.1 and D.2 as set forth in the Residential - Rural zone apply and no further subdivision
125 is allowed.

126

127 **NOTE 2:** For dwelling units that are part of a mixed-use building and are connected to the public
128 sewerage system, one dwelling unit is allowed for each ~~twenty~~ten thousand (210,000) square feet of
129 buildable land area. Within the Resource Protection and Shoreland Overlay zones, one dwelling unit is
130 allowed for each forty thousand (40,000) square feet of land area within these zones. If the parking for
131 the residential units is encompassed within the building, the minimum required buildable land area per
132 dwelling unit is reduced to ~~fifteen thousand~~seventy-five hundred (15,0007,500) square feet, except in the
133 Resource Protection and Shoreland Overlay zones where the area per dwelling unit remains forty
134 thousand (40,000) square feet.

135

136 **NOTE 3:** For elderly housing dwelling units that are connected to the public sewerage system, one
137 dwelling unit is allowed for each fifteen thousand (15,000) square feet of buildable land area. Within the
138 Resource Protection and Shoreland Overlay zones, one dwelling unit is allowed for each forty thousand
139 (40,000) square feet of land within these zones. If the parking for the elderly units is encompassed within
140 the building, the minimum required buildable land area per dwelling unit is reduced to ten thousand
141 (10,000) square feet, except in the Resource Protection and Shoreland Overlay zones where the area per
142 dwelling unit remains forty thousand (40,000) square feet.

143

144 **3. Retail Use Limitation.**

145 Retail use, including parking areas and other supporting unvegetated areas for retail use, is limited to not
146 more than ~~fifteen~~thirty percent (1530%) of the developable area of any lot or portion of a lot within the
147 mixed use zone.

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4. Mixed Use Requirement.

The mixed use zone is intended for the creation of an area in the Town that has a mix of uses and in which no single type of use predominates. To this end, larger scale projects must incorporate a mix of principal uses into the development. Any new development that creates more than twenty thousand (20,000) square feet of gross floor area must include at least two principal uses as set forth in the list of permitted uses and special exceptions. To fulfill this requirement, the smaller use or combination of smaller uses must contain at least ten percent (10%) of the gross floor area. The combination of retail uses that are permitted uses and one larger retail use allowed as a special exception does not fulfill this requirement. This provision does not apply to the development of a single lot of record as of April 1, 2004 that has a lot area of less than two hundred thousand (200,000) square feet. {AMENDED AND MOVED FROM 16.3.2.13.D.9}

4.5. Location and Screening of Parking Areas.

All new parking areas must be located at the side of, and/or to the rear of, principal buildings; Where unique circumstances exist and it is demonstrated to the Planning Board that prohibition of parking in front of the principal building is not practicable, except that with the Board's approval, ten (10) or fewer parking spaces may be located closer to the front lot line than a principal building. All new or ~~revised~~ altered parking must be visually screened from U.S. Route 1, Lewis Road, Cutts Road, and Haley Road by extensive landscaping, earthen berms, and/or fencing (See Design Handbook for examples of acceptable screening).

5.6. Building Design Standards.

Kittery's characteristic buildings reflect its historic seacoast past. The primary architectural styles are New England Colonial (such as Cape Cod and saltbox), Georgian, Federal, and Classical Revival. New buildings should be compatible with Kittery's characteristic styles in form, scale, material, and color. In general, buildings should be oriented to the street with the front of the building facing the street. The front or street facade must be designed as the front of the building. The front elevation must contain one or more of the following elements: (1) a front door" although other provisions for access to the building may be provided, (2) windows, or (3) display cases (See Design Handbook for examples of acceptable materials and designs). Though Strict imitation is not required, Design techniques can be used to maintain compatibility with characteristic styles and still leave enough flexibility for architectural variety. To achieve this purpose, the following design standards apply to new and remodeled building projects:

a. Exterior Building Materials and Details.

Building materials and details strongly define a project's architectural style and overall character (See Design Handbook for examples of acceptable materials, building scale, and designs). "One-sided" schemes are prohibited; similar materials and details must be used on all sides of a building to achieve continuity and completeness of design.

i. Predominant Exterior Building Materials.

Predominant exterior building materials must be of good quality and characteristic of Kittery, such as horizontal wood Board siding, vertical wood Boards, wood shakes, brick, stone or simulated stone, glass and vinyl, or metal clapboard. Stucco, adobe, sheet metal, standard concrete block, tilt-up concrete panels, plywood or particle Board are prohibited as the primary materials.

ii. Blank Walls.

A wall may not extend for a length of more than fifty (50) linear feet without an architectural feature such as a dormer, pilaster, cornice, corner, window, porch, or visually compatible door to break up the

197 large mass of a featureless wall (See Design Handbook for examples of the appropriate treatment of
198 walls). As an exception, walls with a clapboard facade may extend for a length of up to one hundred
199 (100) feet without such an architectural feature.

200
201 iii. Light Industrial and Boatyard Uses.
202 Such uses must comply with the above standards only along the front face and extending back one
203 hundred (100) feet along the side walls.

204
205 b. Roofs. Roofs must meet the following standards:

206
207 i. Form.
208 A building's prominent roofs must be pitched a minimum of 4:12 unless demonstrated to the Planning
209 Board's satisfaction that this is not practicable. Acceptable roof styles are gabled, gambrel, and
210 hipped roofs. Flat roofs, shed roofs, and roof facades (such as "stuck on" mansards) are not
211 acceptable as primary roof forms.

212
213 ii. Color.
214 Roof colors must be muted (See Design Handbook for examples).

215
216 iii. Rooftop Mechanical and Electrical Equipment.
217 Rooftops must be free of clutter. The roof design must screen or camouflage rooftop protrusions to
218 minimize the visual impact of air conditioning units, air handler units, exhaust vents, transformer
219 boxes, and the like (See Design Handbook for examples of appropriate treatments). Interior-mounted
220 equipment is encouraged. Whenever possible, utility equipment areas must be placed in an obscure
221 location and screened from view.

222
223 iv. Loading Docks and Overhead Doors.
224 Loading docks and overhead doors must be located on the side or rear of the building and be
225 screened from view from public streets.

226
227 ~~67.~~ Landscaping Standards.

228 To achieve attractive and environmentally sound site design, and appropriate screening of parking areas,
229 in addition to the landscaping standards contained in Chapter 16.8 and 16.9, the following landscaping
230 requirements apply to new and modified existing developments:

231
232 a. Landscape Planter Strip. A vegetated landscape planter strip thirty (30) feet in depth (as measured
233 from the edge of the property line) must be provided ~~a minimum of thirty (30) feet wide, a maximum of~~
234 ~~seventy (70) feet wide, and an average of fifty (50) feet in width adjacent to the~~ along the length of all
235 developed portions of a parcel that are adjacent to a street right-of-way ~~of U.S. Route 1, Cutts Road,~~
236 ~~Haley Road, and Lewis Road, and thirty (30) feet in depth adjacent to all other roads and~~ The planter strip
237 must include the following landscape elements:

238
239 i. Ground Cover. The entire landscape planter strip must be vegetated except for approved
240 driveways, walkways, bikeways, and screened utility equipment.

241
242 ii. Streetside Trees. A minimum of one street tree must be planted for each twenty-five (25) feet of
243 street frontage. The trees may be spaced along the frontage or grouped or clustered to enhance the
244 visual quality of the site (See Design Handbook for examples). The trees must be a minimum 2.5 inch
245 caliper, and be at least twelve (12) feet high at the time of planting. The species should be selected

246 from the list of approved street trees in the Design Handbook. Existing large healthy trees must be
247 preserved if practical and will count toward this requirement.

248
249 iii. Planter Strip. Shrubs and flowering perennials must be planted at a minimum of ten (10) plants
250 per forty (40) linear feet of street frontage unless existing woodlands are being retained or such
251 planting is inconsistent with the retention of rural landscape features. The plant material should be
252 selected from the list of approved materials in the Design Handbook. The plants must be placed
253 within the planter strip to enhance the visual character of the site and augment natural features and
254 vegetation (See Design Handbook for examples of appropriate treatments).

255
256 iv. Special Situations.

257
258 (A) Expansions of less than five hundred (500) square feet to existing uses are exempt from the
259 landscaping standard of this subsection.

260
261 (B) Depth of Landscape Planter Strip. In instances where the required average depth of the
262 landscape planter strip is legally utilized, in accordance with previous permits or approval, for parking,
263 display, storage, building, or necessary vehicle circulation, the depth may be narrowed by the
264 Planning Board to the minimum extent necessary to achieve the objective of the proposed project,
265 provided that the required shrubs and perennials are planted along the street frontage to soften the
266 appearance of the development from the public street.

267
268 If providing the required landscape planter strip along with other required landscaping and required
269 vegetated areas in and around wetlands would cause the project to exceed the required open space
270 standards, the depth of the landscape planter strip and the front yard may be reduced by the Planning
271 Board so that the open space standards are not exceeded, but in no case to less than twenty (20)
272 feet for this reason.

273
274 (C) Additions and Changes in Use. For additions to existing buildings and changes of residential
275 structures to a nonresidential use, one streetside tree (See list of recommended street trees in Design
276 Handbook) is required for every five hundred (500) square feet of additional gross floor area added or
277 converted to nonresidential use. In instances where parking, display area, storage, building or
278 necessary vehicle circulation exists at the time of enactment of this Section, the required trees may
279 be clustered and/or relocated away from the road as is necessary to be practicable. The preservation
280 of existing large trees is encouraged; therefore the Planning Board may permit the preservation of
281 existing healthy, large, mature trees within the landscape planter strip or other developed areas of the
282 site to be substituted for the planting of new trees.

283
284 (D) Residences. Residential additions to existing single and two-family dwellings and proposed single
285 and duplex family dwellings are exempt from the landscaping standards of this subsection.

286
287 b. Buffer Area. Where buffering is required, it must provide a year-round visual screen r to minimize
288 adverse impacts and screen new development (See Design Guidelines for examples of appropriate
289 buffers for various situations), and may consist of fencing, evergreens, retention of existing vegetation,
290 berms, rocks, boulders, mounds or combinations thereof. Within three growing seasons, the buffer must
291 provide a year-round screen at least eight feet in height or such lower height as determined by the
292 Planning Board to be appropriate for the situation. Buffer areas must be maintained and kept free of all
293 outdoor storage, debris, and rubbish. The width of the buffer area may be reduced by the Planning Board
294 if the function of the buffer is still fulfilled.

295

296 c. Rural Landscape Features. Rural landscape features such as stonewalls, berms, and other
297 agricultural structures, and tree lines or fields must be retained to the maximum extent practicable.

298

299 d. Lighting. Outdoor lighting must provide the minimum illumination needed for the safe use of the site
300 while enhancing the nighttime visual character of the site. Lighting must conform to the standards for
301 outdoor lighting in Chapter 16.8.

302

303 e. Outdoor Service and Storage Areas. Service and storage areas must be located to the side or rear of
304 the building. Facilities for waste storage such as dumpsters must be located within an enclosure and be
305 visually buffered by fencing, landscaping, and/or other treatments (See Design Handbook for examples of
306 appropriate buffering).

307

308 ~~78~~. Traffic and Circulation Standards.

309 Sidewalks and roadways must be provided within the site to internally join abutting properties that are
310 determined by the Planning Board to be compatible. In addition, safe pedestrian route(s) must be
311 provided to allow pedestrians to move within the site and between the principal customer entrance and
312 the front lot line where a sidewalk exists or will be provided or where the Planning Board determines that
313 such a route is needed for adequate pedestrian safety and movement. The Developer must furnish and
314 install a sidewalk at no expense to the Town and provide an easement to the Town where one cannot be
315 accommodated in the street right-of-way. The Board may allow the construction of the public sidewalk to
316 be deferred if public use is not anticipated at that particular time and a condition of approval is established
317 that clearly states the Developer's responsibility to construct the public sidewalk when the Town
318 determines it is necessary or desirable for safe pedestrian access.

319

320 ~~89~~. Open Space Standards.

321 Open space must be provided as a percentage of the total area of the lot, including freshwater wetlands,
322 water bodies, streams, and setbacks. Thirty-five percent (35%) of each lot must be designated as open
323 space. Required open space must be shown on the plan with a note dedicating it as "open space."

324

325 a. An objective of the open space standard is to encourage the integration of open space throughout the
326 entire development and with the open space on adjoining properties in order to alter the pattern of
327 commercial activity along Route 1. To this end, a minimum of twenty-five percent (25%) of the required
328 open space must be located in the front fifty percent (50%) of the lot area closest to U.S. Route 1, or if not
329 fronting Route 1, closest to the public street used to enter the lot. The Planning Board may modify this
330 requirement when it is demonstrated to the Board's satisfaction that the objective is met to the greatest
331 practicable extent.

332

333 b. The open space must be located to create an attractive environment on the site, minimize
334 environmental impacts, protect significant natural features or resources on the site, and maintain wildlife
335 habitat. Where possible, the open space must be located to allow the creation of continuous open space
336 networks in conjunction with existing or potential open space on adjacent properties.

337

338 c. Special Situations

339

340 i. Cases Where Integrating Open Space Would Require Exceeding the Open Space Standards.
341 In cases where the topography, wetlands, and existing development on the lot dictates that more than
342 seventy-five percent (75%) of the required open space be located outside the front portion of the lot, a
343 percentage of the open space normally required in the front portion of the lot may be shifted to the

344 rear portion of the lot in order to achieve the required amount of vegetated open space and not
345 reduce the allowable developable area on the lot, provided minimum landscaping standards are
346 satisfied.

347
348 ii. Small Lots.
349 The required amount of designated open space is reduced to twenty percent (20%) of each lot that is
350 less than one hundred thousand (100,000) square feet in size.

351
352 ~~9. Mixed Use Requirement.~~
353 ~~The mixed use zone is intended for the creation of an area in the Town that has a mix of uses and in~~
354 ~~which no single type of use predominates. To this end, larger scale projects must incorporate a mix of~~
355 ~~principal uses into the development. Any new development that creates more than twenty thousand~~
356 ~~(20,000) square feet of gross floor area must include at least two principal uses as set forth in the list of~~
357 ~~permitted uses and special exceptions. To fulfill this requirement, the smaller use or combination of~~
358 ~~smaller uses must contain at least ten percent (10%) of the gross floor area. The combination of retail~~
359 ~~uses that are permitted uses and one larger retail use allowed as a special exception does not fulfill this~~
360 ~~requirement. This provision does not apply to the development of lots of record as of April 1, 2004 that~~
361 ~~have a lot area of less than two hundred thousand (200,000) square feet. {AMENDED AND MOVED TO~~
362 ~~16.3.2.13.D.4}~~

363
364 10. Conditions for Approving Special Exception Uses in the Mixed Use Zone.
365 All special exception uses in the Mixed Use zone must be visually harmonious with the neighborhood and
366 natural landscape by the use of adequate screening and/or architectural design as follows:

367
368 1. Screening. Must be screened and buffered through landscaping, fencing, planted berms, existing
369 vegetation, and separations of spaces to shield neighbors from any adverse external effects of the facility
370 and to integrate the facility into the landscape. Plantings must be of sufficient maturity to achieve the
371 desired screening effect within three years.

372
373 2. Architectural Compatibility. Must be in architectural harmony with the area in which it is located to the
374 maximum extent practicable through the appropriate use of facade materials, roof style, scale, bulk, and
375 architectural style and details;

376
377 3. Location. Facilities located above ground must be sited so as to eliminate adverse impacts
378 associated with the facility to the maximum extent practicable while still fulfilling the basic purpose of the
379 facility.

380
381 A. A single retail use greater than fifty thousand (50,000) square feet in gross floor area and less than
382 one hundred fifty thousand (150,000) square feet in gross floor area:

383
384 1. Timing. No more than one retail use with a gross floor area greater than fifty thousand (50,000)
385 square feet and less than one hundred fifty thousand (150,000) square feet may be approved in any
386 three-year period.

387
388 2. Size. A single retail use with a gross floor area greater than one hundred fifty thousand (150,000)
389 square feet is not permitted.

390
391 B. Gasoline Service Stations.

392

393 1. Visual Screening. A year-round buffer area must be provided between the gasoline service station
394 and neighboring uses in accordance with the landscaping standards of the mixed use zone regulations.
395

396 2. Separation Distance. A gasoline service station may not be located within two thousand (2,000) feet
397 of another service station.
398

399 3. Minimum Distance—Pump to Existing Structures. A fuel pump may not be located closer than one
400 hundred fifty (150) feet to an existing occupied structure located off the site of the gasoline service
401 station.
402

403
404 C. Drive-in Theater.
405

406 1. To protect the tranquility and quality of life of existing residential uses in the vicinity of the proposed
407 drive-in theater, the hours of operation must be limited to the degree necessary and/or adequate visual
408 and sound buffers must be established.
409

410 D. Campground/Trailer Park.
411

412 1. The standards in Article XII of Chapter 16.8 must be satisfied.
413

414 2. Occupation of any site by single user for a period exceeding ninety-six (96) hours is prohibited.
415

416 3. Quiet hours must be enforced between 10:00 p.m. and 7:00 a.m.
417

418 E. Motel or Hotel.
419

420 1. Multiple-story structures are encouraged.
421

422 2. Wherever practicable, building orientation should not be parallel to U.S. Route 1, but must
423 take maximum advantage of the depth of the mixed use zone.
424

425 3. More than three separate motels and/or hotels may not be permitted in the mixed use zone.
426

427 ~~F. Mineral/Earth Material Extraction.~~

428 ~~The standards for mineral/earth material exploration and removal in Section 16.8.1.2 must be met.~~
429

430 GF. Public Utility Facilities Including Substation, Pumping Stations, and Sewage Treatment Facilities.
431

432 1. Public Health and Safety. Must not endanger the public health or safety;
433

434 2. Protect Property Values. Must not unreasonably reduce the value of abutting property without just
435 compensation;
436

437 3. Prevent Nuisances. Must prevent the emission of nuisances, such as but not limited to noise, odors,
438 dust, gas, fumes, smoke, light, vibrations, and electrical interference, beyond the boundaries of the site to
439 the maximum extent practicable;
440

441 ~~H. Compatibility with Neighborhood and Landscape.~~

442 ~~Must be visually harmonious with the neighborhood and natural landscape by the use of adequate~~
443 ~~screening and/or architectural design as follows:~~

444
445 ~~1.— Screening. Must be screened and buffered through landscaping, fencing, planted berms, existing~~
446 ~~vegetation, and separations of spaces to shield neighbors from any adverse external effects of the facility~~
447 ~~and to integrate the facility into the landscape. Plantings must be of sufficient maturity to achieve the~~
448 ~~desired screening effect within three years,~~

449
450 ~~2.— Architectural Compatibility. Must be in architectural harmony with the area in which it is located to the~~
451 ~~maximum extent practicable through the appropriate use of facade materials, roof style, scale, bulk, and~~
452 ~~architectural style and details;~~

453
454 ~~3.— Location. Facilities located above ground must be sited so as to eliminate adverse impacts~~
455 ~~associated with the facility to the maximum extent practicable while still fulfilling the basic purpose of the~~
456 ~~facility. { MOVED TO 16.3.2.13.D.10 }~~

457
458
459 ~~I~~. Housing for the Elderly.

460
461 1. Location Suitability. The location of the site must allow it to be developed so that the residents of the
462 project will be able to function as part of the community and have pedestrian access to services and
463 facilities within the area.

464
465 2. Mixed Use. If an elderly housing component is proposed as part of the project, it must be an essential
466 element of the mixed use project and be designed to be an integrated part of the overall development.

467
468 ~~J~~. Commercial Greenhouses.

469
470 1. The greenhouses and any related outdoor storage or service areas or structures must be visually
471 buffered from Route 1 and adjacent properties.

472
473 2. If the greenhouses will be internally lit between 9:00 p.m. and 6:00 a.m., the internal lighting may not
474 be visible from adjacent properties including public streets.

475
476 3. The noise resulting from the operation of the facility as measured at the property line must be
477 comparable with other uses in the MU zone during the period between 9:00 p.m. and 6:00 a.m.

478
479 4. The greenhouses and related storage and service areas may not be located within two hundred (200)
480 feet of any legally existing residential use, inn, motel or hotel, hospital, or nursing home/convalescent
481 center on another lot.

482
483 ~~K~~. ~~Light Industry~~ Industry, light (greater than twenty thousand (20,000) square feet in gross floor area),
484 Transportation Terminal, Warehousing/Storage, or Wholesale Business.

485
486 1. The building and any related outdoor storage or service areas or structures must be visually buffered
487 from Route 1 and adjacent properties by other uses allowed in the zone and/or by a landscaped buffer
488 strip.

489

- 490 2. If the area between this use and Route 1 is not developed for another permitted use or special
491 exception, it must be maintained as a naturally vegetated buffer in addition to the provision of a landscape
492 planter strip.
493
- 494 3. The noise resulting from the operation of the facility as measured at the property line must be
495 comparable with other uses in the MU zone during the period between 9:00 p.m. and 6:00 a.m.
496
- 497 4. The use and related storage and service areas may not be located within two hundred (200) feet for
498 any legally existing residential use, inn, motel or hotel, hospital, or nursing home/convalescent center on
499 another lot.
500

**KITTERY TOWN CODE TITLE 16, LAND USE AND DEVELOPMENT PROPOSED
AMENDMENT ENACTMENT**

1 **AN ORDINANCE** relating to enhance the quality of development in the Mixed Use Zone by
2 amendment to Title 16 Sections 3.2.13.B, 3.2.13.D.1, 3.2.13.D.6.a, 3.2.13.D.7, and 3.2.13.D.8
3 of the Kittery Town Code, as more particularly set forth herein.
4

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 and 30-A M.R.S. §3001, pursuant to its powers
7 that authorize the town, under certain circumstances, to provide for the public health, safety and
8 welfare. The Council does not intend for this Ordinance to conflict with any existing state or
9 federal laws; and
10

11 **WHEREAS**, the Kittery Town Council seeks to amend the land use and development code, Title
12 16, to allow light industrial uses, reduce setbacks, and allow greater flexibility of use of lots in
13 the Mixed Use zone to improve the quality of development within the zone.
14

15 **NOW THEREFORE, IN ACCORDANCE WITH TITLE 30-A, M.R.S. §3001, AND TOWN**
16 **CHARTER SECTIONS 2.07(3) AND 2.14, THE TOWN OF KITTERY, HEREBY ORDAINS**
17 **REVISION TO TITLE 16, §3.2.13.B PERMITTED USES AND §3.2.13.D STANDARDS AS**
18 **PRESENTED.**
19

20 **Approved as to form:** _____ NAME}; Town Attorney
21

22 **INTRODUCED** and read into public session of the Town Council on the _____ day of _____, 2017,
23
24 by _____. Motion to approve by Councilor _____, as
25
26 seconded by Councilor _____, and passed by a vote of _____.
27

28 **THIS ORDINANCE IS DULY AND PROPERLY ORDAINED** by the Town Council of Kittery,
29
30 Maine on the _____ day of _____, 2017.
31

32 _____ Chairperson
33

34 **Attest:** _____ Town Clerk
35
36

**KITTERY TOWN CODE TITLE 16, LAND USE AND DEVELOPMENT PROPOSED
AMENDMENT ENACTMENT**

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8 welfare. The Council does not intend for this Ordinance to conflict with any existing state or
9 federal laws; and

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18 PRESENTED.
19

20 **Approved as to form:** _____NAME}; Town Attorney
21

22 **INTRODUCED** and read into public session of the Town Council on the _____ day of _____, 2017,
23
24 by _____. Motion to approve by Councilor _____, as
25
26 seconded by Councilor _____, and passed by a vote of _____.
27

28 **THIS ORDINANCE IS DULY AND PROPERLY ORDAINED** by the Town Council of Kittery,
29
30 Maine on the _____ day of _____, 2017.
31

32 _____ Chairperson
33

34 **Attest:** _____ Town Clerk
35
36



TOWN OF KITTERY

200 Rogers Road, Kittery, ME 03904

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

REPORT TO TOWN COUNCIL

Meeting Date: June 26, 2017
From: Kendra Amaral, Town Manager
Subject: Trial Traffic Control – Local Access Only Restrictions in Title 10
Councilor Sponsor: Councilor Judith Spiller

EXECUTIVE SUMMARY

A number of complaints have been received by Councilors regarding cut-through traffic in the neighborhood directly abutting the Memorial Bridge. The complaints are consistent with those received from other areas of town where motorists are using neighborhood roads to avoid traffic back-ups on main roads and thoroughfares.

Cut-through traffic can pose a danger to pedestrians, drivers, and other persons. Cut-through traffic often results in higher than normal traffic volumes and speeds on smaller residential roads.

As an Emergency Ordinance, this proposal would allow for a trial of the “Local Traffic Only No Through Way” designation for certain roads. The emergency ordinance will expire in 60 days. Upon expiration, we can evaluate the effectiveness, the impact on the neighborhood, and the impact on traffic enforcement operations, to determine if this type of traffic control tool is something that should be incorporated more generally into Title 10.

STATEMENT OF NEED

Cut-through traffic is generally a challenge in Kittery with seasonal traffic, Shipyard traffic, and the present closure of the Sarah Mildred Long Bridge causing traffic back-ups on the main roads that connect Kittery to surrounding communities and New Hampshire. Compounding the challenge are the wayfinding apps and technology that indiscriminately route drivers through residential neighborhoods to avoid main-road backups.

Cut-through traffic can pose a danger to pedestrians, drivers, and other persons. Cut-through traffic often results in higher than normal traffic volumes and speeds on smaller residential roads.

BACKGROUND

The “Local Traffic Only No Through Way” is used in other communities in Maine and throughout the country as a way of preventing main road traffic from spilling onto local residential roads. This designation of control is recognized in the Manual on Uniform Traffic Control Devices.

The proposal is to adopt this designation for the Prince/Rice/Stimson/Water street area as an emergency ordinance, thereby making it temporary. In establishing the designation, it will allow the town to impact wayfinding apps that advise motorist routes. Signage will be posted to inform motorists they cannot use the neighborhood streets to gain quicker access the Memorial Bridge and Route 1.

The selected streets for this trial are appropriate as their impact is directly the result of seasonal traffic and the closure of the SML Bridge. This traffic control tool is not expected to prevent all cut-through traffic; it should reduce the volume though.

If successful in reducing cut-through traffic, the Council will be asked to consider making this designation permanent in Title 10.

PROPOSED SOLUTION/RECOMMENDATION

Approve as proposed.

- 396 On Ledgewood Drive at U.S. Route 1;
- 397 At Maine Outlet Mall North rear;
- 398 At Maine Outlet Mall North parking lot to North access road;
- 399 At Maine Outlet Mall North to U.S. Route 1;
- 400 At Maine Outlet Mall South parking lot to North access road;
- 401 At Maine Outlet Mall SE parking lot to South access road;
- 402 At Maine Outlet Mall SW parking lot to South access road;
- 403 At Maine Outlet Mall South to U.S. Route 1 exit;
- 404 At Pine Knoll Trailer Park at Spinney Way;
- 405 At Tanger I Outlet Center parking lot to access road;
- 406 At Tanger I Outlet Center thru-way to Dansk Square;
- 407 At Tidewater Mall North to U.S. Route 1;
- 408 At Tidewater Mall South rear to South access road;
- 409 At Tidewater Mall SE parking lot to South access road;
- 410 At Tidewater Mall SW parking lot to South access road;
- 411 At Tidewater Mall from rear overflow parking lot to South access road;
- 412 At Warren’s Lobster House (11 Water Street) at Water Street.

413

414 **10.2.3 Yield Intersections Designated.**

415 The following intersections are designated as yield intersections and yield signs are to be so
 416 erected:

417

- 418 On Bridge Street at Old Post Road;
- 419 On Cutts Island Lane at Chauncey Creek Road, southeast;
- 420 On Exit off U.S. Route 1 By-Pass at Rotary, southeast;
- 421 On Goodwin Road at Pocahontas Road;
- 422 On Old Post Road at Rotary, northeast;
- 423 On Old Post Road at Rotary, northwest;
- 424 On Route 103 at Old Post Road, northeast;
- 425 On Route 236 at Rotary, northeast;
- 426 On Route 236 at Rotary, southeast;
- 427 On Route 236 at U.S. Route 1, northeast;
- 428 On Route 236 at U.S. Route 1, southeast;
- 429 On U.S. Route 1 at Rotary, northeast;
- 430 On U.S. Route 1 at Rotary, northwest;
- 431 On U.S. Route 1 at Rotary, southeast;
- 432 On Walker Street at U.S. Route 1, northeast.

433

434 **10.2.4 Local Traffic Only No Through Way Designated**

435 No person may operate a motor vehicle upon any public way or portion thereof designated as
 436 “Local Traffic Only No Through Way” except persons having business or whose residences are
 437 on such restricted ways. The following public ways are designated as “Local Traffic Only No
 438 Through Way” and signs are to be so erected where any such designated public way intersects
 439 with Government Street and/or Newmarch Street:

- 440
- 441 Prince Avenue
- 442 Rice Avenue
- 443 Stimson Street
- 444 Water Street beginning at the intersection of Rice Avenue and continuing easterly to the
- 445 intersection of Newmarch Street
- 446
- 447
- 448

Chapter 10.3 STOPPING, STANDING AND PARKING

10.3.1 General Parking Regulations.

10.3.1.1 Prohibited at All Times.

Parking is prohibited at all hours in the following locations:

- 456
- 457 Within ten (10) feet of any hydrant;
- 458
- 459 Within ten (10) feet of any corner;
- 460
- 461 Within ten (10) feet of pavement on Route 1, both sides, from Spruce Creek to the Kittery-York
- 462 Town line;
- 463
- 464 From the right-of-way to Frisbee’s Wharf to the land of A. Blake;
- 465
- 466 The cul-de-sac at the end of Dion Avenue;
- 467
- 468 Adams Drive, no parking on westerly side from the intersection of Route 1 in a southerly direction
- 469 to its end and on the easterly side from the intersection with Route 1 to the driveway of 7 Adams
- 470 Drive;
- 471
- 472 Bowen Road, northwest side from Route 103 to land of Milton Hall, a distance of seven hundred
- 473 seventy-eight (778) feet;
- 474
- 475 Bowen Road, southeast side, from land of James O. McNally, easterly to Old Ferry Lane, a
- 476 distance of one hundred sixty-five (165) feet;
- 477
- 478 Bridge Street, northerly side, excepting that the first three hundred (300) feet from Old Post
- 479 Road—the first one hundred fifty (150) feet, no time limit; the second one hundred fifty (150)
- 480 feet, one-hour time limit;
- 481
- 482 Bridge Street, southerly side;
- 483



EMERGENCY ORDINANCE - KITTERY TOWN CODE TITLE 10, VEHICLES & TRAFFIC PROPOSED AMENDMENT ENACTMENT

1 **AN EMERGENCY ORDINANCE** relating to making effective immediately trial traffic control
2 measures for certain local roads impacted by detour traffic through the establishment of Local Traffic
3 Only No Through Way designation in Title 10 of the Kittery Town Code, as more particularly set forth
4 herein.

5
6 **WHEREAS**, the Kittery Town Council is authorized to enact this Ordinance, as specified in Sections
7 1.01 and 2.15 of the Town Charter; and 30-A MRS §3001, pursuant to its powers that authorize the
8 town, to meet a public emergency effecting life, health, property, or the public peace, and does not
9 intend for this Ordinance to conflict with any existing state or federal laws; and

10
11 **WHEREAS**, the Sarah Mildred Long bridge closure, seasonal traffic, and prevalent use of mapping
12 apps by non-local drivers are resulting in significantly increased cut-through traffic on certain
13 residential roads; and

14
15 **WHEREAS**, the increased traffic is posing a danger to pedestrians, drivers, or other persons; and

16
17 **WHEREAS**, the Council wishes to establish "Local Traffic Only No Through Way" as a trial traffic
18 control measure for reducing the danger cut-through traffic poses;

19
20 **NOW THEREFORE**, IN ACCORDANCE WITH TITLE 30-A MRS §3001, AND TOWN CHARTER
21 §2.15, THE TOWN OF KITTERY HEREBY ORDAINS TITLE 10 BE AMENDED TO INCLUDE
22 §10.2.4 "LOCAL TRAFFIC ONLY NO THROUGH WAY DESIGNATED" AND SUCH AMENDMENT
23 SHALL BE EFFECTIVE IMMEDIATELY AND SUCH EMERGENCY ORDINANCE SHALL EXPIRE
24 60 DAYS FOLLOWING ADOPTION UNLESS ADOPTED AS AN ORDINANCE IN ACCORDAINCE
25 WITH TOWN CHARTER §2.14, AS PRESENTED.

26
27 **Approved as to form:** _____ {NAME}, Town Attorney

28
29 **INTRODUCED** and read in a public session of the Town Council on the ____ day of _____,
30 20____, by: _____ {NAME} Motion to approve by Councilor _____
31 {NAME}, as seconded by Councilor _____ {NAME} and passed by a vote of
32 _____.

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

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

2063-43600

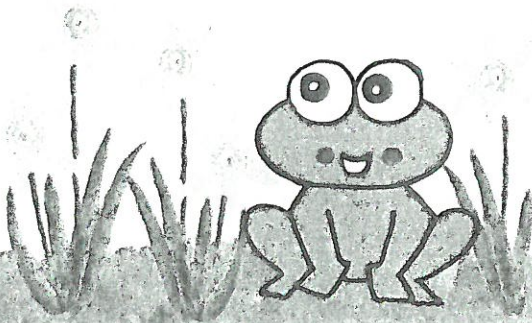
KCC Fundraising



ALSAC • Danny Thomas, Founder
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stjude.org

To Kittery Rec Dept
This check donation
in memory of
Casey Savage
DOD 4/21/17



BEVERLY A. LORD
327 SOUTH ROAD PH. 603-964-8509
RYE, NH 03870-2513

8230

54-7/114
03

June 28, 2017
Date

Pay to the Order of Kittery Recreation Department \$ 30.00

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for
deposit
Details on back

Dollars

Thirty and no/100



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For In Memory of Casey Savage Beverly A. Lord



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

REPORT TO TOWN COUNCIL

Meeting Date: July 24, 2017
From: Kendra Amaral, Town Manager
Subject: Transfer Request for Fiscal Year 2017
Councilor Sponsor: Chairperson Gary Beers

EXECUTIVE SUMMARY

In accordance with Town Charter 6.09(4) Transfer Appropriation, the following is a request to transfer unencumbered appropriation balances from Fiscal Year 2017 to various accounts as specified below.

STATEMENT OF NEED

As the close of the Fiscal Year 2017 is being prepared, a small number of departmental deficits have emerged. Specifically:

Transfers

• **From Overlay to Administration: \$38,606**

Total savings in personnel costs were approximately \$99,429 due to the vacancies in the Town Manager, Finance Director, and Human Resources Director roles during the year. These savings were offset by the interim Town Manager and Finance Director costs carried in the Other Professional Services line, and the costs related to action on the Dineen cases (Mary's Store specifically). Total expenditures in Legal Services and Other Professional Services exceeded the budget by approximately \$91,783. An additional \$39,781 in costs from the Dineen Bus Depot case are in a deferred liability account as required by the court in conjunction with the receivership arrangement.

• **From Overlay to Assessor: \$17,137**

The deficit is the result of costs associated with our assessor contractor, and workers compensation costs.

• **From Overlay to Fire: \$13,044**

Salaries for Firefighters were \$7,324 over budget as a result of actual calls and emergency response needs exceeding projections for the fiscal year. Operating expenses were generally on budget, with savings in line items such as maintenance of buildings and grounds and operating equipment offsetting overages in machine and equipment and utility line items.

- **From Overlay to General Assistance: \$20,606**

- **From Public Works to Miscellaneous: \$19,333**

Retired employee insurance has a deficit of \$17,383 as the result of unbudgeted retirement transitions. Additionally, there is a deficit of approximately \$21,905 in computer repair and replacement line item corresponding to increased IT service needs associated with transitions in staff and minor equipment replacements.

- **From Public Works to CIP - Town Access Controls System: \$18,566**

The Access Controls System project transitioned the Fire Department, Public Works, and Town Hall to automatic door locks. The project was proposed as a two-year, multi-phase effort. However, upon receiving pricing, it was clearly more cost effective to pursue the whole project at once. The Council approved the project and the expenditure. This transfer will address the deficit in the capital account.

- **From Port Authority to CIP – KPA Facility Reserve: \$7,904**

The recent Government Street Pier engineering study has identified a need for major repairs and/or a full rebuild of the facility. The repairs are estimated at \$60,000 to \$65,000 and are expected to extend the useful life another 5 years. The full reconstruction will be significantly more. This transfer will make available more funds for the work needed.

- **From Various to Compensated Absences Reserve: \$170,768**

Consistent with the transfer request in May of this year, I am seeking additional funds be transferred to Compensated Absences to further build a reserve balance that will be needed to offset future anticipated retirement payouts.

The town is carrying a significant compensated absence liability as the result of accrued/banked paid-time-off, compensatory time, and deferred holiday pay. Current balance in the Compensated absences is \$36,982.

The town is required to pay paid-time-off balances in accordance with Employee Retirement Income Security Act (ERISA), town ordinance, and collective bargaining agreements with the various Teamster units.

The annual operating budget is not developed with sufficient funds to absorb larger payouts from employee departures. A number of our staff are nearing retirement age within the next five years. Unless timed perfectly, the wave of retirements could easily overwhelm the annual operating budget and the \$125,000 in available undesignated funds for compensated absences.

Carryforwards**• Elections: \$1,000**

In response to the recent discussions about how citizens become aware of elections, the Town Clerk has identified an additional option to provide information about upcoming elections. This option would involve the purchase of two A-Frame signs which will be placed at the RRC and other locations in the days prior to an election to draw attention to election-related dates. Currently election information is available online, through Council meetings, Channel 22 bulletins, the newspaper, Town Twitter account, and on Facebook.

The remaining balance of revenue and any remaining surplus budget appropriations will become part of the undesignated fund balance at the close of the fiscal year.

BACKGROUND

N/A

PROPOSED SOLUTION/RECOMMENDATION

Approve transfers and carryforwards as requested.

Report To Council
 Fiscal Year 2017
 Year End Transfers & Carry Forwards
 General Fund

ACCOUNT	BUDGET	REVISED BUDGET	YTD ACTUAL	BUD - ACTUAL	PROJECTION	AVAILABLE	YTD		Transfer Out	Transfer In	Carry Forward	Remaining
							% SPENT					
Revenue	\$12,960,303	\$13,218,347	\$13,416,703		\$232,863	\$431,219	3.3%					\$ 431,219
Expense												
Administration	\$1,041,888	\$1,041,888	\$1,105,275	(\$63,387)	(\$24,781)	(\$38,606)	104%		\$38,606			\$ -
Assessors	\$129,564	\$129,564	\$137,201	(\$7,637)	\$9,500	(\$17,137)	113%		\$17,137			\$ -
Overlay	\$92,479	\$92,479	\$0	\$92,479	\$0	\$92,479	0%	(\$92,479)				\$ -
Police	\$2,864,681	\$2,864,681	\$2,842,130	\$22,551	\$3,838	\$18,713	99%	(\$18,713)		\$13,044		\$ -
Fire	\$326,273	\$326,273	\$337,317	(\$11,044)	\$2,000	(\$13,044)	104%					\$ -
DPW	\$2,203,595	\$2,277,595	\$2,066,303	\$211,292	\$66,344	\$144,948	94%	(\$144,948)				\$ -
Planning	\$437,079	\$437,079	\$420,997	\$16,082	\$2,000	\$14,082	97%	(\$14,082)				\$ -
Miscellaneous	\$897,136	\$956,180	\$987,894	(\$31,714)	\$8,225	(\$39,939)	104%		\$39,939			\$ -
Town Council	\$7,656	\$7,656	\$5,168	\$2,488	\$0	\$2,488	68%	(\$2,488)				\$ -
Elections	\$13,603	\$13,603	\$9,611	\$3,992	\$0	\$3,992	71%	(\$2,992)			(\$1,000)	\$ -
Debt & Interest	\$906,401	\$906,401	\$891,126	\$15,275	\$0	\$15,275	98%	(\$15,275)				\$ -
Community Agencies	\$11,765	\$11,765	\$11,730	\$35	\$0	\$35	100%					\$ 35
KCC	\$1,264,531	\$1,264,531	\$1,253,949	\$10,582	\$3,500	\$7,082	99%	(\$7,082)				\$ -
KPA	\$126,976	\$126,976	\$116,062	\$10,914	\$3,010	\$7,904	94%	(\$7,904)				\$ -
Total Expenses	\$10,323,627	\$10,456,671	\$10,184,763	\$271,908	\$73,637	\$198,271	98%					\$ 35
RELEASE TO UNDESIGNATED FUND BALANCE												\$ 431,254

Report to Council
 Fiscal Year 2017
 Year End Transfers & Carry Forwards
 All Funds

GENERAL FUND TRANSFERS

FROM		TO	
101160	Overlay	101110	Administration
		101210	Assessor
101160	Overlay	101320	Fire
101160	Overlay	101520	General Assistance
101410	DPW	101740	Miscellaneous
Total General Funds Transfers			

	\$ 38,606		\$ 38,606
	\$ 17,137		\$ 17,137
	\$ 13,044		\$ 13,044
	\$ 20,606		\$ 20,606
	\$ 19,333		\$ 19,333
	\$ 108,726		\$ 108,726

OTHER FUNDS TRANSFERS

FROM		TO	
101160	Overlay	2022	Compensated Absences
101310	Police	2022	Compensated Absences
101410	DPW	4117	Town Access Control System
101410, 101730, 101735, 101930	DPW	2022	Compensated Absences
101721, 101721	Planning	2022	Compensated Absences
101115	Town Council	2022	Compensated Absences
101130	Elections	2022	Compensated Absences
101230	Debt & Interest	2022	Compensated Absences
101830	KCC	2022	Compensated Absences
101840	KPA	4116	KPA Facility Reserve
Total Other Funds Transfers			

	\$ 3,087		\$ 3,087
	\$ 18,713		\$ 18,713
	\$ 18,566		\$ 18,566
	\$ 107,049		\$ 107,049
	\$ 14,082		\$ 14,082
	\$ 2,488		\$ 2,488
	\$ 2,992		\$ 2,992
	\$ 15,275		\$ 15,275
	\$ 7,082		\$ 7,082
	\$ 7,904		\$ 7,904
	\$ 197,236		\$ 197,236

CARRYFORWARD

Account	Purpose
101130	Elections
\$ 1,000	A-Frame signs for elections



TOWN OF KITTERY, MAINE

TOWN CLERK'S OFFICE

200 Rogers Road, Kittery, ME 03904

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

RECEIVED

JUL 10 2017

BY: 12:08 pm

PLEASE CHECK APPROPRIATE BOX:

- APPLICATION FOR RE-APPOINTMENT TO TOWN BOARDS**
- APPLICATION FOR APPOINTMENT FROM ALTERNATE TO FULL MEMBER**
- APPLICATION FOR APPOINTMENT FROM FULL MEMBER TO ALTERNATE**

NAME: Kenneth W. Linscott

RESIDENCE: 109 Dennett Road Kittery, ME

MAILING ADDRESS IF DIFFERENT FROM ABOVE: _____

E-MAIL ADDRESS: mainyankee@myfairpoint.net

TELEPHONE NUMBERS: (HOME) 207-439-2320 (WORK) N/A

PRESENT POSITION: _____

PLEASE CHECK APPROPRIATE BOX:

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

COMMENTS: _____

Please read the back of this application before signing.

Maryann Place

From: Kathleen Marra <kfmarra@gmail.com>
Sent: Saturday, July 15, 2017 7:08 PM
To: Maryann Place
Subject: Re: Registration Appeals Board Nomination

RECEIVED

JUL 15 2017

BY: 7:08 pm (VP)

Sorry this took so long. Suzanne Sayer will continue.

On Mar 29, 2017 10:28 AM, "Maryann Place" <MPlace@kitteryme.org> wrote:

Hi Kathleen,

The democratic party nominated Suzanne Sayer in 2014 to serve on the Registration Appeals Board. Her term has expired and I need another letter of nomination for someone to serve on that board from the democratic party, to be in compliance with state law.

If Suzanne would like to remain on that board, you can just email me a note stating that the democratic party wishes to nominate Suzanne Sayer to serve on the Registration Appeals Board. If not, you will need to seek another member of the party who would be willing to serve and send me a letter stating the democratic party wishes to nominate

For your information, this board has never had to hold a hearing since it was initiated by law. That being said, it won't take up peoples time if they wish to serve.

I've updated my contact information, however would you please email me your address. Your card only has your business address on it.

Thank you for introducing yourself to me Monday night, it was a pleasure to meet you.

Sincerely,

Maryann Place

Town Clerk

RECEIVED

JUN 20 2017

BY: _____

June 21, 2017

Municipal Officials
York County, ME

Dear Municipal Officials:

The York County Budget Committee is in the process of wrapping up the review of the FY'18 County Budget. We spent considerable time in our review process discussing the impacts that the new courthouse location will have on the County budget.

We are accepting of the fact that the new courthouse is being built in Biddeford. We are not accepting however; of the impacts that this will have on the County budget, and therefore, each and every one of the municipalities.

We also had an opportunity to discuss this issue with the District Attorney. We are convinced that not having the District Attorney in the courthouse will not only be detrimental to our citizens but, detrimental to every town and city that has a Police Department as you will find yourselves driving between Biddeford and Alfred on a consistent basis.

The County Budget Committee, representing the twenty nine (29) municipalities and the public, asks for your support. We request that you review the attached letters and consider approving of the attached Resolution.

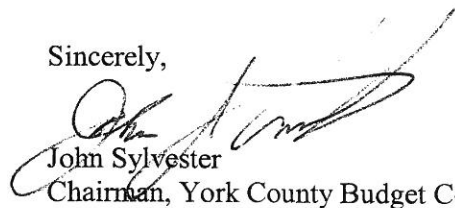
If your town/city Board approve of this Resolution, we ask that you sign and mail it to Chief Justice Leigh Saufley and return a copy to my attention in the self addressed, stamped, enclosed envelope.

Chief Justice Saufley's mailing address is:
Maine Supreme Judicial Court
205 Newbury Street, Room 139
Portland, ME 04101-4125

We hope a concerted effort on behalf of each town will encourage the Judiciary to come to the table.

You may contact me with any questions.

Sincerely,



John Sylvester
Chairman, York County Budget Committee
Cc: Enclosures

June 21, 2017

Maine Supreme Judicial Court
Honorable Chief Justice Leah Saufley
205 Newbury Street, Room 139
Portland, ME 04101-4125

Dear Chief Justice Saufley:

As you know, at its workshop on Wednesday, May 24, 2017, the Joint Standing Committee on the Judiciary voted unanimously to “kill” LD1264, Resolve Regarding the Combined Courthouse in York County.

However, most members of this legislative committee did spend about ten minutes in discussion about this Bill. The common theme so clearly conveyed by those discussing LD 1264 was both simple and direct “We hope both parties can sit together, find common ground and resolve their differences.” Taking that legislative theme as a starting point, we believe that suggestion has much merit.

We are writing to you today to request your consideration of our request that you and Representatives of the State of Maine Judicial Branch of State Government meet with those within County Government and with one or two representatives of the public in York County to clearly define, discuss and resolve the financial issues associated with the decision to locate the York County Combined Courthouse in Biddeford. The financial issues to which we refer are about \$402,000.00 in added costs to County Government that include added staff, travel costs, etc. to and from County facilities in Alfred to Biddeford and the terms and conditions of a possible lease of adequate space for the forty six (46) person District Attorney’s office in the proposed courthouse.

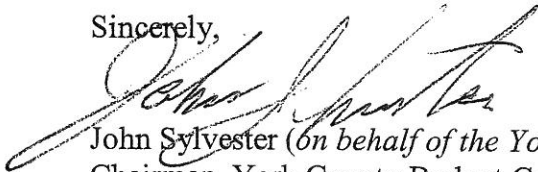
Early considerations between the County Manager and the Court Administrator have begun with the lease by the State to the County of 10,000 square feet of space at \$10.00 per square foot or \$100,000.00 per year for a five (5) year term. Since \$.84 of each dollar raised by the County comes from local property taxes, that then means that \$421,680.00 of the projected added burden to County Government to serve the combined court in Biddeford falls on property owners each of the first five years of court operation (\$402,000.00 in salaries, travel, etc. plus \$100,000.00 for the lease equals \$502,000.00).

The Commissioners of the County of York will review a similar request from them to you at their next meeting on June 7, 2017. We are hopeful that a stakeholder working group can be quickly assembled to review this matter and move forward together with a resolution acceptable to both parties within the next six to eight weeks.

Letter to Chief Justice Saufley
June 21, 2017
Page 2

Thank you very much for your consideration of our request. We look forward to your response.

Sincerely,

A handwritten signature in cursive script, appearing to read "John Sylvester".

John Sylvester (*on behalf of the York County Budget Committee*)
Chairman, York County Budget Committee

cc: York County Commissioners, York County Manager, Members Joint Standing Committee of the Judiciary, York County District Attorney, York County Sheriff, Maine State Senators and Representatives to twenty-nine York County cities and towns

*Note: The York County Budget Committee is by statute, composed of ten (10) elected, municipal officials and five (5) members from the public elected at an annual caucus by elected, municipal officials.



*Sallie V. Chandler, Chair
District 1*

*Richard R. Dutremble
District 2*

*Marston D. Lovell
District 3*

*Michael J. Cote
District 4*

*Richard Clark
District 5*

COUNTY OF YORK

45 Kennebunk Road

Alfred, Maine 04002

(207) 459-2313

Fax (207) 324-9494
www.yorkcountymaine.gov

*Gregory T. Zinser
County Manager*

*Kathryn A. Dumont
Assistant to the Manager*

*Victoria C. Ridlon
Finance Director*

*Linda M. Corliss
Human Resource Director*

*Frank P. Wood
Treasurer*

*Rose M. Leeman
Deputy Treasurer*

June 14, 2017

Maine Supreme Judicial Court
Honorable Chief Justice Leigh Saufley
205 Newbury Street, Room 139
Portland, ME 04101-4125

Dear Chief Justice Saufley,

I write this letter on behalf of the York County Commissioners.

As you are most likely aware, Senator Woodsome, on behalf of York County, submitted legislation regarding court facilities in York County. While the legislation ultimately failed, the myriad problems created by the new courthouse being located in Biddeford, have not gone away.

York County does not contest the location of the Courthouse. We are contesting the unintended consequences of such a move that will affect both of us-the County economically and the Judiciary in terms of efficiency. The County estimates an impact of \$500,000.00 annually.

The County finds it unacceptable that the decision of one level of government will have such a drastic economic effect on York County. The legislation advanced by York County sought up to 20,000 square feet of space for the District Attorney and additional compensation for increased levels of staffing that will be required because of the new courthouse. The notion that the Judiciary is stepping up to the plate by offering us up to 10,000 square feet at a cost of \$10 per square foot is without merit and represents nothing more than a mandate on the County and

Letter to Chief Justice Saufley
June 14, 2017
Page 2

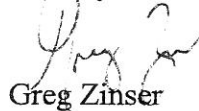
conveys the message of “now, that we the Judiciary have moved, you, the County, can simply come along, move in and pay us.”

Just like the space for the District Attorney, the costs associated with inmate transports and security were not discussed as part of the site selection process. As with the District Attorney, we find the economic impact to the County associated with this move to also be a mandate upon the County.

Individually and collectively, these issues will severely hamper the efficiency of the Unified Docket as well as general operations of the Court System in York County.

While we both agree that a new courthouse is needed, we can also both agree that severe problems will materialize when the new courthouse goes online in 2020 or 2021. We hope this letter prompts the judiciary to reconsider their position recognizing the unique set of circumstances we now share.

I wish you kind regards,



Greg Zinser
York County Manager
GZ/kad

cc: York County Commissioners
York County Budget Committee

RESOLUTION REGARDING THE ECONOMIC IMPACTS OF THE COMBINED COURTHOUSE IN YORK COUNTY

WHEREAS, the Judicial Branch of the Government of the State of Maine determined that it is advantageous to have a combined courthouse in York County; and

WHEREAS, the Maine State Legislature agreed and introduced a \$90 million bond with \$65 million designated for a combined courthouse in York County and the Governor signed that legislation into law; and

WHEREAS, the Legislature also introduced legislation that was signed into law by the Governor that created the Site Selection Commission to decide the location of a new combined courthouse; and

WHEREAS, the Site Selection Commission selected the City of Biddeford as the location for the proposed, combined courthouse; and

WHEREAS, the Site Selection Commission did not discuss any possible, financial impacts on the County; and

WHEREAS, the Site Selection Commission devoted little thought or discussion to the absolutely vital need to locate the York County Government office of the York County District Attorney in the new, combined courthouse; and

WHEREAS, the County of York estimates that the added, minimum, estimated costs to the County will surpass \$500,000.00 annually; and

WHEREAS, these costs will be borne completely by property tax payers in the 29 municipalities in York County; and

WHEREAS, not having the District Attorney of York County located within the combined courthouse will be a very significant disservice to the 200,000 citizens of the County and create the very large inefficiencies the \$65 million combined courthouse is supposed to erase; and

WHEREAS, the absence of the District Attorney in the combined courthouse will have a very significant negative impact and effect on the operations and efficiencies of the Maine State Police, the York County Sheriff and the 15 municipal police departments in York County; and

WHEREAS, our Kittery Town Council finds it totally unacceptable that the decision of one level of Government, the State Judicial Branch, will have a negative impact on two other levels of Government, the County of York and the 29 cities and towns of the County; and

WHEREAS, we have carefully reviewed letters to Chief Justice Leigh Saufley from the York County Commissioners and the York County Budget Committee, who are our elected representatives, and agree with their concerns.

THEREFORE, BE IT RESOLVED, by the Town Council of Kittery that we formally request the Chief Justice of the Maine Supreme Judicial Court, the Honorable Leigh Saufley and her colleagues seek meaningful dialogue with the County and associated stakeholders, identifying and discussing, jointly, and agreeing on reasonable action to mitigate these impacts to York County by default to Kittery. We further believe that the active participation by the Chief Justice in these negotiations is critical to successful resolution of any and all known impacts.

Signed this ____ of June by:

Name Title

Name Title

Name Title

Name Title

Name Title