



**TOWN OF KITTELY**  
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 Port Authority to receive a presentation and have discussion.

January 11, 2016

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 – 6/22/15
8. Interviews for the Board of Appeals and Planning
  - Board of Appeals: re-appointment until 11/1/18
    - Craig Wilson
9. All items involving the town attorney, town engineers, town employees or other town consultants or requested officials
  - a. (010116-1) The Kittery Town Council moves to authorize through an alternative procurement method, in accordance with Sec. 3.2.7 of the Kittery Town Code, for a new four year Ambulance Service Agreement between the Towns of Kittery and Eliot and American Ambulance New England, Inc. (AANE) for ambulance service, and an extension to the Lease Agreement with American Ambulance, Inc. and the Town of Kittery of the old Walker Street Fire Station for the delivery of emergency medical services until June 30, 2017, and authorizes the Town Manager to sign all necessary documents.
  - b. (010116-2) The Kittery Town Council moves to approve the Wood Island Life Saving Station Repair, Maintenance and Use Agreement called "Agreement Two".
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

(110215-4) The Kittery Town Council moves to act on the Town Manager's salary from November 12, 2015 through November 12, 2016.

13. NEW BUSINESS

a. (010116-3) Donations/gifts received for Council disposition

- The Kittery Town Council moves to accept donations in the amount of \$3,705.50 for the Thresher Memorial Fund to be deposited in account #5007-43600.
- The Kittery Town Council moves to accept a donation from Meetinghouse Village in the amount of \$100 to be deposited in account #2063-43600.

b. (010116-4) The Kittery Town Council moves to appoint PJ Johnson to the Port Authority until 8/31/20.

c. (010116-5) The Kittery Town Council moves to approve an application for a Malt, Spirituous and Vinous Liquor License for Tasty Thai, Inc., 599 Lafayette Road, Portsmouth, NH, for Tasty Thai, 182 State Road.

d. (010116-6) The Kittery Town Council moves to approve the disbursement warrants.

e. (010116-7) The Kittery Town Council moves to approved the Town Manager's proposal to offer a funded HRA with the PPO 500 health insurance plan for non-union employees.

14. COUNCILOR ISSUES OR COMMENTS

15. COMMITTEE AND OTHER REPORTS

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

16. EXECUTIVE SESSION

17. ADJOURNMENT

Posted: January 7, 2016

# **WORKSHOP MATERIAL**

Presentation  
To  
Kittery Town Council  
By  
Kittery Port Authority  
January 11, 2016

1. A Look Back
  - a. Origin of KPA - State Statue
    - i. Independence vs. Town Board
  - b. Scope of what we do
    - i. Policy, Administrative and Operational
    - ii. Manage Port and Shore-side Town Property
      1. Facilities under management
      2. Moorings under management
    - iii. Application and Permits
    - iv. Safety
    - v. Planning
  - c. Harbor Master Review
    - i. Board training
    - ii. Review process
    - iii. Improvement plan
  - d. Assistant Harbor Master Review
  - e. Income and Expenditures for Fiscal Year 2014-2015
    - i. Comments on Income
    - ii. Comments about Expense
    - iii. Excess of Income over Expense
  - f. Capital Improvement Plan
    - i. Total request
    - ii. Request by category
      1. Town property under stewardship of KPA
      2. Capital assets shared by other Town Departments
      3. Assets of KPA
2. A Look Forward
  - a. Revenue Strategies
    - i. Mooring Fees
    - ii. Dock Utilization / Revenue Enhancement
    - iii. Pier Use Fee
    - iv. Compliance – Water Usage Fee
  - b. Expense
    - i. Rules and Regulation Re-Write
    - ii. Facility Planning
    - iii. Outside Counsel
  - c. Relationship Between Town and Authority
    - i. Checks and Balances

- ii. Harbormaster Employment
    - iii. Use of Town human resources
    - iv. Enterprise Zone
    - v. Budgetary Authority
    - vi. Process for Authority appointments
  - d. KPA Issues
    - i. Board Training
    - ii. Rules and Regulations
    - iii. Relationship between Enabling Legislation and Town Code
- 3. Process for crafting Memorandum of Understanding (or other) between Town and Authority
  - a. Work Session(s)?
  - b. Sub-Committee of each board?
  - c. Other?
- 4. Conclusion
- 5. Questions and Comments



# TOWN OF KITTERY

Office of the Town Manager

200 Rogers Road, Kittery, ME 03904

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

[ncolbertpuff@kitteryme.org](mailto:ncolbertpuff@kitteryme.org)

Nancy Colbert Puff  
Town Manager

## Town Manager's Report to the Town Council January 11, 2016

1. **Police Chief Search Update** – The Eliot Town Manager Dana Lee and I are finalizing our report on the sharing arrangement for consideration by both Towns. I expect we will be complete prior to the next Board of Selectmen meeting on January 14<sup>th</sup>. I will distribute it to Council as soon as it is final.
2. **Police Lieutenant Retirement** – Lieutenant Russ French has announced his retirement from the Kittery Police Department, effective at the end of this month. While this is truly sad news for Kittery, Russ is leaving us to pursue a life-long goal of his as Chief of Police in Rangeley! We wish him all the best in his future endeavor.
3. **Rice Public Library (RPL) Board of Directors Update** – The Council-appointed Library Committee received information from the RPL Board of Directors that they are no longer pursuing any interest in the Fitzpatrick property as a site for a new library. In addition, the Board voted to endorse an effort to work in partnership with the Town, the Kittery Community Center (KCC) Board, the neighborhood, and the community to identify whether a location on the KCC site nearer to the intersection of Goodsoe and Rogers Road might be a more appropriate location for a new library. The RPL intends to meet with the KCC Board of Directors to begin a dialogue in the near future.

The Library Committee continues to work to answer on the Council's assignment, and plans to report back to Council when it has produced a final summary of its activities. However, Council may want to begin thinking about the composition of a new Committee with additional and/or different representation as this project moves forward.

4. **Town Council Minutes Review** – In speaking with the Town Clerk and Council Chair, we propose Council forward individual edits to the draft minutes prior to inclusion of a final draft in the Council packet. Moving forward, we plan to distribute draft minutes no later than Tuesday afternoon the week prior to a meeting, and will request Councilors provide edits to the Town Clerk by mid-afternoon on Wednesday. We hope this will improve the efficiency of approval of the minutes during Council meetings by decreasing the likelihood of minor typographical errors present prior to a Council vote.
5. **Sewer Betterment Estimates** – Letters have been mailed to all property owners who will be assessed sewer betterments this week. A sample is attached.

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

Respectfully Submitted,

Nancy Colbert Puff



# Town of Kittery, Maine

## SEWER DEPARTMENT

200 Rogers Road, Kittery, ME 03904  
Telephone: 207-439-4646 / Fax: 207-439-6806

January 4, 2016

### **Re: Sewer Betterment Assessments Relating to Sewer Expansion Construction Project**

As you know, the Town of Kittery is moving toward the completion of the Sewer Expansion Construction Project (the Project) covering Route 236, Dana Avenue, Manson Road, Stevenson Road, and Martin Road. The process that will be followed upon completion of the Project with regard to sewer betterment assessments was previously outlined in a letter sent to you this past June<sup>1</sup>.

As explained, Kittery's Town Ordinance allows up to one-half of the total construction cost of the Project be distributed among all property owners serviced by the new sewer line. The remaining 50% of the sewer line construction costs is financed from the Sewer Department's annual budget. Until the Project is completed and all expenses of construction have been calculated, the Town cannot determine the exact amount to be financed through individual sewer betterment assessments. We are, however, able to provide a fairly close estimate of the Project cost at this time.

The formula followed by the Town in prior sewer construction projects utilized a percentage calculation based on (1) the total lot size, (2) the total frontage of each lot on the public way, and (3) a standard, equal amount for each parcel. On April 14, 2014, the Kittery Town Council adopted a formula for assessment utilizing the same factors as used in earlier sewer construction projects.

- 25% will be based on the square footage of the individual lot,
- 25% will be based on the frontage of each lot on the public way, and
- 50% will be a standard, equal amount applied to each parcel or lot involved in the Project.

These applied percentages will create the total betterment assessment for each lot. The combined lot totals will meet the required 50% of Project costs to be financed through the betterment process.

---

<sup>1</sup> Letter may be viewed on the Town of Kittery website, [www.kitteryme.org](http://www.kitteryme.org). On the home page, go to Projects: Sewer Infrastructure & Expansion Projects, click on Sewer Betterment Assessment Information, click on folder "Sewer Betterment Assessment Information June 2015".

We presently know that 50% of the total construction costs may not exceed \$3,793,262.50. This figure represents one-half of the \$7,586,525 bond issue passed by the Town in 2013 to finance this Project. There are approximately 160 properties that will be assessed a sewer betterment fee to meet the required 50% cost of \$3,793,262.50. Utilizing the formulas noted above for determining individual sewer betterment assessment fees, the attached schedule provides a close estimate of the final costs to each property owner. This amount may vary slightly when the final sewer betterment assessments are determined, but appreciable changes to the attached schedule are not anticipated. Final sewer betterment assessments will be determined in April or May, 2016. Please refer to the June 2015 letter regarding the process once the final Project cost is presented to the Town Council and the individual assessments are finally determined.

Each individual assessment attaches to the property until it is fully paid. In the event that you transfer title to this property before the betterment assessment is fully paid, it is recommended that you discuss this matter with a real estate broker or purchaser of the property as it may have a bearing on who will be responsible for any remaining assessment payments.

Should you have any questions, please do not hesitate to contact me. Thank you.

Sincerely,



George Kathios  
Superintendent  
Kittery Sewer Department  
207-439-4646  
gkathios@kitteryme.org

**\*NOTE\***

*The sewer project is expected to be completed in May of this year and **no** connections may be made until you receive a **connection notice** from the Superintendent of the Sewer Department. This is to assure that all pump stations are functional and able to transport sewage flows to the treatment plant.*

Kittery Sewer Extension Betterments

Map-Lot	Owner	Parcel Data				ASSESSED BETTERMENT
		Num	Address	Area (Sq.Ft)	Frontage (LF)	
30-22A	AMSDEN, NATHAN C	27	MANSON ROAD	21,681	122	\$17,921.22
30-38	AVERY, JACOB	61	MANSON ROAD	19,210	145	\$18,586.92
11-37	BASSETT, JENNIFER A	14	MARTIN ROAD	8,480	72	\$15,200.11
20-03	BEAN, BARBARA E	87	MARTIN ROAD	49,083	100	\$19,002.00
20-20	BEDARD, KIMBERLY B	100	MARTIN ROAD	33,421	143	\$19,489.05
20-18	BURBANK, KAREN C	122	MARTIN ROAD	28,148	168	\$20,035.17
20-02-9	BUSSING, JAMES G	14	RIDGEWOOD DRIVE	244,594	130	\$33,502.44
29-02	CALDWELL, VIOLA F	140	MARTIN ROAD	45,041	170	\$21,266.60
29-38	CARSON INVESTMENTS LLC	2	STEVENSON ROAD	19,771	90	\$16,628.26
11-06	CAVANAUGH, JASON	7	MARTIN ROAD	28,361	144	\$19,178.30
20-04	CENTRAL MAINE POWER CO	91	MARTIN ROAD	20,330	160	\$19,208.39
20-24	CENTRAL MAINE POWER CO	92	MARTIN ROAD	22,700	100	\$17,192.27
30-28	CERCONE, ANTONIO	53	MANSON ROAD	14,826	102	\$16,724.76
30-11	CERCONE, MICHAEL K	48	MANSON ROAD	72,896	107	\$20,889.67
30-39	CLARK, SHARON A	63	MANSON ROAD	364,174	105	\$40,797.23
29-16	COOK, MICHELE A	7	STEVENSON ROAD	55,313	337	\$28,035.23
11-23	CORLISS, ROSE E	64	MARTIN ROAD	29,469	146	\$19,326.96
21-06	CRESSEY, STUART R	12	DANA AVENUE	54,832	234	\$24,262.14
13-04	CULLEN, WILLIAM J	31	GROVER AVENUE	225,328	511	\$46,015.61
19-02	CUMMINGS, PATRICIA J	71	MARTIN ROAD	22,471	208	\$21,098.23
11-28B	DEL GROSSO, CONSTANCE L	52	MARTIN ROAD	16,317	78	\$15,955.56
20-38	DELLAPIANA, RICHARD E	72	MARTIN ROAD	51,319	235	\$24,057.48
30-12	DENAULT, ROBERT L F	46	MANSON ROAD	6,674	70	\$15,003.58
12-03-1	DENNETT, MARY D	98	DENNETT ROAD	3,555,108	692	\$280,994.30
11-31	DEROSIA, THOMAS K	26	MARTIN ROAD	19,763	105	\$17,172.39
20-05A	DICKSON, SUSAN J	95	MARTIN ROAD	12,709	101	\$16,543.25
11-08	DINSMORE, MICHELLE L	17	MARTIN ROAD	24,551	93	\$17,065.03
20-02C	DIXON, FRED W	7	RIDGEWOOD DRIVE	44,058	250	\$24,104.09
30-06	DODGE, DAVID A	15	DANA AVENUE	23,176	98	\$17,152.31
29-19	DONOVAN, LAURA	9	STEVENSON ROAD	5,481	60	\$14,558.64
21-03	DOW HIGHWAY PROPERTIES LLC	5	DANA AVENUE	131,907	751	\$48,322.20
21-07	DOW HIGHWAY PROPERTIES LLC	2-4	DANA AVENUE	127,933	769	\$48,703.23
11-19	DUFFY, GAIL L	57	MARTIN ROAD	19,305	157	\$19,029.15
20-14	DUMAS, ARTHUR P	31	ROUTE 236	54,701	200	\$23,018.56
29-08	ELDRIDGE, KATHLEEN C	131	MARTIN ROAD	159,943	14	\$23,483.67
30-22	ESTES, ALAN W	29	MANSON ROAD	61,406	75	\$18,939.49
11-27	FIFIELD, PETER Y	54	MARTIN ROAD	27,827	165	\$19,904.23
30-29	FLETCHER, SHAWN M	55	MANSON ROAD	13,606	249	\$21,978.93
29-31	FLOWER COMPANY PROPERTIES INC	483	HAROLD L DOW HIGHWAY	1,293,844	91	\$104,059.58
29-31A	FLOWER COMPANY PROPERTIES INC	22	STEVENSON ROAD	47,554	233	\$23,726.59
20-22	FLYNN, STEPHEN M	96	MARTIN ROAD	22,095	98	\$17,078.11
11-38	FORD, RYAN L	158	DENNETT ROAD EXTENSION	7,029	175	\$18,840.71
19-01	FREDERICKS, JACQUELINE	65	MARTIN ROAD	52,608	153	\$21,168.35
21-19	GAGNE REALTY HOLDINGS LLC	15	ROUTE 236	125,238	338	\$32,868.02
21-21	GAGNE REALTY HOLDINGS LLC	21	ROUTE 236	26,954	183	\$20,497.93
29-06	GALLO, JAMES	124	MARTIN ROAD	40,982	131	\$19,572.01
30-10	GARDNER, ETHEL V	50	MANSON ROAD	16,497	117	\$17,384.06
30-08	GARDNER, SCOTT T	19	DANA AVENUE	21,766	101	\$17,164.55
21-18	GERASIN FAMILY REALTY LLC	1	ROUTE 236	597,008	317	\$64,466.53
20-13	GERRY, WALLACE W	27	ROUTE 236	41,718	93	\$18,242.60
30-14	GILL, BARBARA A	38	MANSON ROAD	75,896	379	\$30,972.21
11-07	GOODSON, WILLIE T	15	MARTIN ROAD	13,349	111	\$16,950.28
20-23	GOWEN, MARK	94	MARTIN ROAD	22,664	103	\$17,298.72
11-26	GREENE, CAROL J	58	MARTIN ROAD	17,059	87	\$16,333.25
30-25	GREENWOOD, MEGAN D F	2	APPLEGATE LANE	141,726	368	\$35,088.42
29-22	GRIFFIN, NOLAN D	27	STEVENSON ROAD	40,569	142	\$19,943.10
11-36	GUAY, KATHY JANE	16	MARTIN ROAD	17,056	101	\$16,841.42
29-22A	HABERMAN, BRYAN	25	STEVENSON ROAD	10,126	64	\$15,022.54

Kittery Sewer Extension Betterments

Map-Lot	Owner	Parcel Data				ASSESSED BETTERMENT
		Num	Address	Area (Sq.Ft)	Frontage (LF)	
29-29	HANNIGAN, HARRY J	28	STEVENSON ROAD	29,401	102	\$17,724.55
29-30	HANNIGAN, HARRY J	26	STEVENSON ROAD	20,912	126	\$18,013.70
29-33	HAWKES, KATHRYN M	16	STEVENSON ROAD	29,348	144	\$19,245.97
30-27	HEDRICK, DALE C	51	MANSON ROAD	26,126	116	\$18,008.25
11-15	HODGKINS, DAVID M	43	MARTIN ROAD	10,745	76	\$15,500.74
29-20	HOLT, SUSAN C	15	STEVENSON ROAD	148,956	341	\$34,603.92
21-04	HOWLAND JR, THOMAS H	11	DANA AVENUE	37,282	181	\$21,133.79
30-37	HUTCHINS, RONALD D	59	MANSON ROAD	13,085	110	\$16,895.85
11-10	INHABITANTS OF KITTERY	200	ROGERS ROAD	537,973	23	\$49,741.44
20-21B	INHABITANTS OF KITTERY		MARTIN ROAD	11,493	50	\$14,607.95
29-24	INHABITANTS OF KITTERY		FIELD next to Shapeligh School	346,265	294	\$46,431.69
29-05	JENKINS, JAMES C	130	MARTIN ROAD	21,765	141	\$18,616.94
11-29	JOHNSON, JAMES P	32	MARTIN ROAD	279,717	219	\$39,143.41
20-08	JOHNSTON, ELIOT	111A	MARTIN ROAD	11,573	94	\$16,211.16
30-01-2	KAGILIERY, NANCY P	62	MANSON ROAD	24,309	100	\$17,302.66
11-35	KENNEDY, JOSEPH M	20	MARTIN ROAD	24,551	124	\$18,190.71
29-04	KING, VINCENT E	132	MARTIN ROAD	46,441	150	\$20,636.38
11-28A	KITES, JEREMY A	46	MARTIN ROAD	20,202	185	\$20,107.43
19-03	KOTERBA, JEAN M	75	MARTIN ROAD	14,305	158	\$18,722.48
30-21	LACLAIR, THELMA J	25	MANSON ROAD	32,758	138	\$19,262.04
20-17	LADY SLIPPER LLC	37	ROUTE 236	31,635	240	\$22,888.81
29-01	LAPIERRE PROPERTIES LLC	41	ROUTE 236	229,368	487	\$45,421.30
29-44	LAPIERRE PROPERTIES LLC	32	ROUTE 236	175,776	630	\$46,937.73
29-07	LEGER, RAYMOND	129	MARTIN ROAD	28,743	206	\$21,455.83
30-16	LEONTAKIANAKOS, LOUIS P	28	MANSON ROAD	6,238	85	\$15,518.39
20-26	LEWIS, KENNETH E	86A	MARTIN ROAD	21,022	98	\$17,004.56
29-26	LEWIS, KENNETH E	36	STEVENSON ROAD	12,115	88	\$16,030.42
30-17	LINSCOTT, DAVID H	24	MANSON ROAD	44,479	117	\$19,303.48
30-18	LINSCOTT, DAVID H	42	STEVENSON ROAD	17,254	143	\$18,380.12
11-12	MACKIE, SARA ANN	29	MARTIN ROAD	31,172	203	\$21,513.50
30-36	MARINO, ADAM	57	MANSON ROAD	20,548	312	\$24,742.72
30-02	MARTELL, JEFFREY J	24	DANA AVENUE	46,942	440	\$31,201.12
29-27	MASON, ROBERT	34	STEVENSON ROAD	17,281	102	\$16,893.18
30-19	MC NALLY, JAMES C.	21	MANSON ROAD	79,414	0	\$17,451.39
29-08A	MEROSOLA, PATRICIA S	139	MARTIN ROAD	16,931	90	\$16,433.40
29-08B	MEROSOLA, PATRICIA S	135	MARTIN ROAD	41,871	188	\$21,702.73
29-25	MERRILL, STUART	38	STEVENSON ROAD	16,748	0	\$13,152.82
20-37	MILLER, DOROTHY M	80	MARTIN ROAD	43,221	104	\$18,745.17
20-36	MILLER, LINN G	6	ARMOUR DRIVE	22,462	98	\$17,103.33
20-02-13	MOORE, WILLIAM T	6	RIDGEWOOD DRIVE	91,747	287	\$28,718.85
30-09	MOULTON, SHERRILL K	21	DANA AVENUE	11,280	209	\$20,366.89
11-18	NELSON, MARK A	55	MARTIN ROAD	88,318	141	\$23,182.11
29-32	NOONEY, JACQUELYN	18	STEVENSON ROAD	40,321	212	\$22,467.90
11-13	NORTON, VIOLET A	33	MARTIN ROAD	28,603	203	\$21,337.28
20-02B	O'BRIEN, THERESA L	83	MARTIN ROAD	26,367	174	\$20,130.86
11-14	OSWALD, NICOLE E	41	MARTIN ROAD	30,331	223	\$22,182.08
21-02	PATTEN TR, SUZANNE R	22	ROUTE 236	177,643	185	\$30,907.07
20-07	PENNEY, DON G	107	MARTIN ROAD	44,870	278	\$25,176.50
30-01-1	PEREZ, AARON	64	MANSON ROAD	12,451	92	\$16,198.75
11-28	PEVERLY, MARCIA	48	MARTIN ROAD	12,661	61	\$15,087.49
11-16	PHILBRICK, EDWARD E	45	MARTIN ROAD	7,062	50	\$14,304.03
11-33	PHILBRICK, JOSHUA	24	MARTIN ROAD	16,907	90	\$16,431.80
30-07	PIERCE, PATRICK B	17	DANA AVENUE	22,178	101	\$17,192.80
29-28A	POMERLEAU SR, BRIAN O	32	STEVENSON ROAD	16,446	101	\$16,799.61
29-15	PORTER, MELISSA TURNER	3	STEVENSON ROAD	39,633	201	\$22,021.28
29-28	PRESTON, DAVID A & JENNIFER L	30	STEVENSON ROAD	34,877	93	\$17,773.38
20-05	PROCTOR, LOUIS R	99	MARTIN ROAD	11,904	96	\$16,306.46
29-37A	PROVENCAL, RONALD D	8	STEVENSON ROAD	11,513	104	\$16,570.12
29-13A	PUGLISI, JOSEPH C	1	STEVENSON ROAD	38,458	127	\$19,253.59

Kittery Sewer Extension Betterments

Parcel Data							ASSESSED BETTERMENT
Map-Lot	Owner	Num	Address	Area (Sq.Ft)	Frontage (LF)		
20-08A	RACINE, MICHAEL E	111	MARTIN ROAD	31,135	100	\$17,770.84	
20-09	RICHARD II, GERALD C	117	MARTIN ROAD	17,793	96	\$16,710.40	
30-13	RICHARDSON, BURTON J	42	MANSON ROAD	131,465	331	\$33,041.03	
20-06	ROBERGE, CHARLES J	101	MARTIN ROAD	15,953	128	\$17,746.16	
29-37	ROBINSON, CARLA J	4	STEVENSON ROAD	75,293	232	\$25,593.00	
11-11	ROSE, DEBORAH J	23	MARTIN ROAD	3,979	24	\$13,148.43	
20-10	RUSSELL, HENRY W	121	MARTIN ROAD	24,190	174	\$19,981.51	
30-12A	SANBORN, KIMBERLY	44	MANSON ROAD	167,619	51	\$25,353.69	
30-03	SAWTELLE TR, ERWIN M	22	DANA AVENUE	30,092	114	\$18,207.69	
11-09	SEARS, JOHN	19	MARTIN ROAD	16,153	136	\$18,050.37	
20-25	SEVERANCE, DONALD P & GLORIA M	88	MARTIN ROAD	23,205	108	\$17,517.42	
20-02A	SHAFFER, JOSEPH L	5	RIDGEWOOD DRIVE	9,035	134	\$17,489.54	
37-03	SHAPLEIGH SCHOOL	20	MANSON ROAD	209,838	374	\$39,978.41	
30-04	SHARP, JARED M	18	DANA AVENUE	51,038	200	\$22,767.29	
21-18A	SHELL OIL	7	ROUTE 236	142,678	325	\$33,592.30	
29-34A	SMITH, STEPHEN M	12	STEVENSON ROAD	16,659	103	\$16,886.83	
29-35	SMITH, STEPHEN M	10	STEVENSON ROAD	12,441	95	\$16,307.00	
11-30	SOUTHERN MAINE FISH & GAME INC	30	MARTIN ROAD	136,829	252	\$30,540.31	
30-26	SPINNEY, IRENE J	49	MANSON ROAD	70,295	35	\$18,096.81	
29-34	STACY, AARON J	14	STEVENSON ROAD	17,631	97	\$16,735.62	
29-21	STARKEY, PATRICIA R	23	STEVENSON ROAD	45,396	174	\$21,436.19	
11-26A	STARKEY, RICHARD A	60	MARTIN ROAD	50,625	38	\$16,856.43	
30-05	STOODLEY JR, ROBERT P	13	DANA AVENUE	28,069	116	\$18,141.54	
20-12	SUNLILY APARTMENTS LLC	25	ROUTE 236	76,699	55	\$19,262.33	
11-22	SYLVESTER, GORDON B	66	MARTIN ROAD	36,033	138	\$19,486.68	
20-41A	TAPLEY, MICHAEL H	2	COMMANDERS WAY	58,301	140	\$21,086.78	
20-41	TAPLEY, STEPHEN W	108	MARTIN ROAD	44,961	150	\$20,534.84	
20-41	TAPLEY, STEPHEN W	108	MARTIN ROAD	83,372	150	\$23,169.63	
11-17	THAYER, RICKEY G	47	MARTIN ROAD	96,378	158	\$24,352.31	
29-11	THEBERGE, DIANA L	143	MARTIN ROAD	9,601	32	\$13,824.56	
30-20	WALDRON, MEGAN T	23	MANSON ROAD	12,808	88	\$16,078.01	
20-01	WALKER, ERIC	77	MARTIN ROAD	7,431	74	\$15,200.75	
20-39	WEBB, LEOLA M	70	MARTIN ROAD	74,532	107	\$21,001.89	
30-23	WENCK, ALFRED J	33	MANSON ROAD	33,394	141	\$19,414.60	
30-24	WENDT, MARTIN J	35	MANSON ROAD	43,095	115	\$19,135.95	
21-05	WENTWORTH, DAVID A	16	DANA AVENUE	28,187	115	\$18,113.35	
21-19A	WILSON, DAVID W	11	ROUTE 236	45,532	205	\$22,571.12	
29-03	WOJER, ELAINE	136	MARTIN ROAD	34,879	117	\$18,645.00	
21-01	WRIGHT, GLENNIS A	26	ROUTE 236	21,289	207	\$20,980.81	
30-15	YOUNG, ALFRED S	32	MANSON ROAD	50,105	190	\$22,340.15	
29-23	ZANGARI TR, DOMINIC M	29	STEVENSON ROAD	19,191	125	\$17,859.37	

**TOWN COUNCIL MEETING  
COUNCIL CHAMBERS**

**UNAPPROVED  
JUNE 22, 2015**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39

1. Call to Order

Chairperson Thomson called the meeting to order at 7:00 p.m.

2. Introductory

Chairperson Thomson read the introductory.

3. Pledge of Allegiance

Chairperson Thomson led those present in the Pledge of Allegiance.

4. Roll Call

Answering the roll were Chairperson Jeffrey Thomson, Vice Chairperson Russell White, Councilors Frank Dennett, Charles Denault, Jeffrey Pelletier, Judy Spiller and Kenneth Lemont.

5. Agenda Amendment and Adoption

Chairperson Thomson requested to add an item under unfinished business, as 12(a), as follows: The Town Council moves to reconsider its vote on the agenda item of 6-8-15 which read, "The Kittery Town Council moves to approve a renewal application of Capital Video Corporation, 44 Bedson Road, Cranston, RI, for a Viewing Booths License for Amazing.net, 92 Route 236."

Chairperson Thomson requested to add an item under new business, as item f, shifting the current item f to item g and moving item g to be listed as item h. The new item f was listed as follows: The Kittery Town Council moves to increase the property tax levy limit to \$5,900,648.00 established for the Town by State law in the event the municipal that is approved results in a property tax commitment that is higher than this limit. Chairperson Thomson cast one vote for acceptance of amendment to the agenda.

6. Town Manager's Report

Town Manager Puff commented that the draft LD 1 worksheet was in the Council's packet and that they do expect to be exceeding the LD 1 guideline provided by the State if the finance budget is approved. She noted that the Kittery School Nutrition Program is offering a summer lunch program for any child under 18 years old at the Kittery Community Center and

40 Woodland Commons. She added that the program is free and will take place Monday through  
41 Thursday from 11:00 – 12:30 and any questions can be directed to Wendy Collins.

42  
43 Town Manager Puff commented that this Wednesday night is the 50<sup>th</sup> Anniversary of the  
44 Kittery Planning and Development Commission and she will be attending the annual meeting  
45 which will cover looking into our energy and broadband. Town Manager Puff stated that LD 780  
46 which concerns the transfer of John Paul Jones Park to the Town of Kittery has passed both  
47 chambers of the legislature and is awaiting formalization. The Town will now start working with  
48 the Bureau of Parks and Lands to determine the terms and conditions under which the Town may  
49 accept ownership of the Park. She discussed the change in appearance of a statute in the park due  
50 to a partial waxing done by the State this past year and noted that she would like to discuss with  
51 the State further the idea of the State owning the statute and the Town owning the park.

52  
53 Town Manager Puff stated that Susan Rosenule submitted her letter of resignation and  
54 will be leaving mid-August. An ad has been posted to fill her position. She also noted that the  
55 Town Assessor has officially announced his retirement and the Town is looking for an interim  
56 Assessor until they can find a permanent replacement. Town Manager Puff commented on her  
57 interest in attending some upcoming conferences, The Maine Town and City Management  
58 Association, The Brownfield Conference and ICMA, The International Manager's Conference.

59  
60 Town Manager Puff commented that she received a summary and a plan from the Police  
61 Chief regarding enforcement of traffic violations which the Council had requested. She added  
62 that one of the detectives from the Kittery Police Department was recently recognized for his  
63 role in the investigation of several bank robberies including Kennebunk Savings Bank in Eliot.  
64 Town Manager Puff commented that she heard back from the Town of Eliot regarding the  
65 unmitigated traffic along Route 236 and the possibility of a traffic light at Bolt Hill Road. The  
66 Town of Eliot received word from Maine DOT that they will be doing a traffic analysis at that  
67 location.

68  
69 Councilor Dennett asked for the locations of the Brownfields and ICMA conferences,  
70 which Town Manager Puff responded are in Chicago and Seattle respectively. Councilor Dennett  
71 asked if the funding for the Brownfields conference includes transportation, which Town  
72 Manager Puff confirmed that it does. Councilor Denault asked if the Town was going to look  
73 outside to fill the role of the Town Assessor. Town Manager Puff responded that they need to fill  
74 the interim position first, with the fast approaching tax deadlines, and then they will reassess the  
75 position later.

- 76  
77 7. Acceptance of previous special meeting minutes – 5/4/2015 and 6/15/2015  
78  
79 The minutes of 5/4/2015 and 6/15/2015 were accepted as written.

- 80  
81 8. Interviews for the Board of Appeals and Planning Board – None.  
82  
83 9. All items involving the town attorney, town engineers, town employees or other town  
84 consultants or requested officials – None.  
85  
86 10. PUBLIC HEARINGS – None.

87  
88 11. DISCUSSION

- 89  
90 a. Discussion by members of the public

91  
92 Town Manager Puff added that the Minutes Recorder has left and they have an ad posted  
93 for her replacement.

94  
95 Bill Paisley approached the podium to discuss the upcoming budget. He asked that they  
96 carefully review the pay increases for the firefighters and for the Chief as the Town is in  
97 desperate need of firefighters. He added that the Chief puts in a tremendous amount of time  
98 relative to his current pay and he should be paid more based on his dedication to the Town.

99  
100 12. UNFINISHED BUSINESS

- 101  
102 a. The Town Council moves to reconsider its vote on the agenda item of 6-8-15  
103 which read, “The Kittery Town Council moves to approve a renewal application of Capital  
104 Video Corporation, 44 Bedson Road, Cranston, RI, for a Viewing Booths License for  
105 Amazing.net, 92 Route 236.”

106  
107 **CHAIRPERSON THOMSON MOVED TO RECONSIDER THE VOTE. COUNCILOR**  
108 **SPILLER SECONDED THE MOTION. A ROLL CALL WAS TAKEN WITH ALL IN**  
109 **FAVOR. MOTION CARRIED 7-0.**

110  
111 Councilor Denault commented that he had read through the Town Code and intended to  
112 change his vote based on the fact that the ordinances are in compliance.

113  
114 **A ROLL CALL WAS TAKEN WITH ALL IN FAVOR. MOTION CARRIED 7-0.**

115  
116 Chairperson Thomson noted that the Counsel had an executive session with the Town  
117 Attorney prior to this evening’s meeting and additional work will be done in this area.

118  
119 13. NEW BUSINESS

- 120  
121 a. Donations/gifts received for Council disposition – None.  
122  
123 b. (060315-1) The Kittery Town Council moves to approve an application from  
124 Daniel Clarence Raynard, 14 Stonecroft, Apt. 6, Portsmouth, NH for a Malt and Vinous Liquor  
125 License for Tasty Thai, 182 State Road.

126  
127 **COUNCILOR PELLETIER MOVED TO APPROVE THE APPLICATION FROM**  
128 **DANIEL CLARENCE RAYNARD, 14 STONECROFT, APT. 6, PORTSMOUTH NH**  
129 **FOR A MALT AND VINOUS LIQUOR LICENSE FOR TASTY THAI, 182 STATE**  
130 **ROAD. MOTION WAS SECONDED BY VICE CHAIRPERSON WHITE. A ROLL**  
131 **CALL WAS TAKEN WITH ALL IN FAVOR. MOTION CARRIED 7-0.**

- 132  
133 c. (060315-2) The Kittery Town Council moves to approve a renewal application  
134 from Tributary Brewing Co., LLC, 5 Winding Brooke Lane, South Berwick, ME for a Malt  
135 Liquor License for Tributary Brewing Co., 10 Shapleigh Road, Suite A.

136  
137 **COUNCILOR PELLETIER MOVED TO APPROVE THE APPLICATION FROM**  
138 **TRIBUTARY BREWING CO., LLC, 5 WINDING BROOKE LANE, SOUTH BERWICK,**  
139 **ME FOR A MALT LIQUOR LICENSE FOR TRIBUTARY BREWING CO., 10**  
140 **SHAPLEIGH ROAD, SUITE A. MOTION WAS SECONDED BY VICE CHAIRPERSON**  
141 **WHITE. A ROLL CALL WAS TAKEN WITH ALL IN FAVOR. MOTION CARRIED 7-**  
142 **0.**

- 143  
144 d. (060315-3) The Kittery Town Council moves to approve the disbursement  
145 warrants.

146  
147 **CHAIRPERSON THOMSON MOVED TO APPROVE THE DISBURSEMENT**  
148 **WARRANTS IN THE TOTAL AMOUNT OF \$510,753.92. COUNCILOR PELLETIER**  
149 **SECONDED THE MOTION. A VOICE CALL WAS TAKEN WITH ALL IN FAVOR.**  
150 **MOTION CARRIED 7-0.**

- 151  
152 e. (060315-4) The Kittery Town Council moves to appoint a representative to meet  
153 with the Chair of the Kittery Community Center Board of Directors to interview Michael Downs  
154 for his re-appointment to that board until 5/30/18.

155  
156 Chairperson Thomson noted that Mr. Downs’ attendance on the Board has been excellent  
157 and his contribution to the KCC Board has also been excellent during his initial term.

158

159 CHAIRPERSON THOMSON MOVED TO RE-APPOINT MR. DOWNS TO THE  
160 KITTERY COMMUNITY CENTER BOARD OF DIRECTORS WITHOUT AN  
161 INTERVIEW. COUNCILOR DENAULT SECONDED THE MOTION. A ROLL CALL  
162 WAS TAKEN WITH ALL IN FAVOR. MOTION CARRIED 7-0.

163 f. The Kittery Town Council moves to increase the property tax levy limit to  
164 \$5,900,648.00 established for the Town by State law in the event the municipal that is approved  
165 results in a property tax commitment that is higher than this limit.

166

167 COUNCILOR DENNETT MOVED TO INCREASE THE PROPERTY TAX LEVY  
168 LIMIT TO \$5,900,648.00 ESTABLISHED FOR THE TOWN BY STATE LAW IN THE  
169 EVENT THE MUNICIPAL THAT IS APPROVED RESULTS IN A PROPERTY TAX  
170 COMMITMENT THAT IS HIGHER THAN THIS LIMIT. COUNCILOR PELLETIER  
171 SECONDED THE MOTION. A ROLL CALL WAS TAKEN WITH ALL IN FAVOR.  
172 MOTION CARRIED 7-0.

173

174 g. (060315-5) The Kittery Town Council moves in accordance with Sec. 6.06 (3) of  
175 the Town Charter to adopt the FY 2015-16 Municipal and Adult Education budgets.

176

177 CHAIRPERSON THOMSON MOVED TO ORDAIN \$971,168.00 FOR ACCOUNT NO.  
178 101110 (ADMINISTRATION) FOR 2016. COUNCILOR PELLETIER SECONDED THE  
179 MOTION.

180

181 Councilor Denault commented that he had expressed his concerns regarding the budget to  
182 the Town Manager and the Town Manager assured him that, going forward, she will be watching  
183 the concerns that Councilor Denault had raised and will be making appropriate changes should  
184 there be a need to do so. Councilor Dennett suggested that they move and second all items at  
185 once and discuss individual items after, if any discussion was required.

186

187 Chairperson Thomson listed the municipal and education budgets and the proposed  
188 allocated funds which were as follows:

189

190 Council \$7,656  
191 Elections \$10,438  
192 County Tax \$912,386  
193 Assessing \$182,306.00  
194 Debt and Interest \$663,378  
195 Police Department \$2,746,959  
196 Fire Department \$313,625  
197 Street Lights \$113,600  
198 Hydrant Rentals \$221,780

**TOWN COUNCIL MEETING  
COUNCIL CHAMBERS**

**UNAPPROVED  
JUNE 22, 2015**

199 Civil Emergency Preparedness \$1,500  
200 Highway \$1,182,915  
201 General Assistance \$40,000  
202 Public Health Service \$603  
203 Community Agencies \$13,830  
204 Planning Code Enforcement \$369,607  
205 Planning Board and Board of Appeals \$15,575  
206 In Town Parks \$164,226  
207 Fort Foster, Sea Point and Crescent Beaches \$155,886  
208 Miscellaneous Accounts \$148,306  
209 Bank Fees \$600  
210 Capital Improvement Plan (CIP) \$1,159,492  
211 Library \$448,412  
212 Recreation \$1,233,819  
213 Port Authority \$118,799  
214 Resource Recovery Facilities \$674,133  
215 Miscellaneous Insurances \$300,058  
216 Schools/Education \$15,461,359.00  
217 Adult Education \$69,835  
218 **Total: \$27,702,249**

219  
220 Chairperson Thomson asked if the school budget required formal appropriation by the  
221 Council since it has already been voted on by the voters. Councilor Dennett suggested that they  
222 vote to appropriate the funds so that they can be spent accordingly.

223  
224 **CHAIRPERSON THOMSON MOVED TO ORDAIN A GRAND TOTAL OF \$27,702,249**  
225 **TO THE FY 2015-16 MUNICIPAL AND ADULT EDUCATION BUDGETS.**  
226 **COUNCILOR PELLETIER SECONDED THE MOTION.**

227  
228 Councilor Dennett commented that even though he has been trying to cut the budget  
229 back, the community does not seem to be concerned with conservative spending. He stated  
230 that he will be voting in favor of the budget and noted that it is not the duty of the Council to  
231 protect the taxpayers against the voters. Chairperson Thomson commented that the 1.7% budget  
232 increase is a fair and responsible budget to present to the people of Kittery.

233  
234 **A ROLL CALL WAS TAKEN WITH ALL IN FAVOR. MOTION CARRIED 7-0.**

235  
236 Chairperson Thomson commented on the Library appropriation, suggesting that they  
237 receive the appropriation in thirds.

238

239 CHAIRPERSON THOMSON MOVED THAT THE TOWN MANAGER AND FINANCE  
240 DIRECTOR BE DIRECTED TO ISSUE TWO INITIAL PAYMENTS IN CALENDAR  
241 YEAR 2015 OF \$112,103 WITH THE ADDITIONAL ONE HALF TO BE DISBURSED IN  
242 APRIL IF THE WORK OF THE COMMITTEE THAT IS BEING ESTABLISHED TO  
243 DISCUSS THE FUTURE OF THE RICE PUBLIC LIBRARY MEETS A CONSENSUS  
244 AND THE COUNCIL IS SATISFIED THAT RESPONSIBLE PLANNING AND  
245 FINANCIAL PLANNING IS BEING TAKEN WITH REGARD TO THE LIBRARY.  
246 COUNCILOR LEMONT SECONDED THE MOTION.

247

248 Chairperson Thomson noted that there have been a number of workshops with the  
249 Library staff and Board and the Council's questions that have been asked of them have not been  
250 answered very well. He added that he is very uncomfortable, based on recent interactions, with  
251 simply appropriating and clearing the full amount. Vice Chairperson White commented that it  
252 sounds like they are holding half of the Library's budget for the coming fiscal year in abeyance  
253 for the purpose of motivating the Library Board to be more forthcoming or do something to  
254 satisfy the Council's interest. Chairperson Thomson responded that it is a lot of money to turn  
255 over to a group that has fallen short in their responses to basic financial questions that have been  
256 asked of them.

257

258 Councilor Pelletier noted that he opposed the motion and asked if the Library offered any  
259 feedback on the change of the disbursement of their funds. Town Manager Puff responded that the  
260 library has not been informed of the plan. Councilor Pelletier commented that it is unfair to pass  
261 such a motion without the leader of the Library present and without knowing what impact the  
262 change would have on their operation and to hold the Library responsible for decisions made by  
263 a Board that they only make up a percentage of. Councilor Spiller shared her concern that the  
264 Town pays the majority of the Library's budget and the Library has not showed interest in  
265 working with the Town on their upcoming changes. She added that she also believes it to be  
266 unfair to change the Library's funding schedule without a representative from the Library  
267 present. Councilor Denault asked for clarification on the disbursement schedule.

268

269 Chairperson Thomson clarified that he is not looking for a final decision to be made  
270 regarding the Library's direction by the end of the year, he is just looking for progress and  
271 improvement by the members of the Library Board. He added his concern that the self-appointed  
272 Board will make financial commitments that the people of Kittery are going to be hung with.  
273 Vice Chairperson White commented that the Board is not able to commit the Town to funds that  
274 have not been approved by the Council and noted that although he is not going to vote in favor of  
275 the motion he believes that the motion itself and the discussion that ensued sends a good message  
276 to the Board. Councilor Lemont commented that he found the meeting with the Library Board to  
277 be frustrating and thought that their business plan was incomplete and noted that this motion is

278 not just holding back money from them, it leaves the door open if they need to appropriate more  
279 money to them in April based on fees they have incurred.

280

281 Councilor Dennett stated that to his knowledge there is nothing in State law that obligates  
282 Council to support the Library. He added that State law allows municipalities the option to  
283 support free public libraries with funds that they deem necessary. Councilor Pelletier stated that  
284 adding the motion at the 11<sup>th</sup> hour without giving any notice to the Council members or the  
285 Library Board members is a form of intimidation to the Board and should not be how the  
286 Council conducts themselves. Vice Chairperson White commented that the Library is doing  
287 tremendous work and the Council needs more information regarding their operating budget  
288 before they impose an appropriation change.

289

290 **COUNCILOR DENNETT MOVED TO POSTPONE THE ITEM UNTIL THE FIRST**  
291 **MEETING IN JULY. COUNCILOR SPILLER SECONDED THE MOTION. A ROLL**  
292 **CALL WAS TAKEN WITH ALL IN FAVOR. MOTION CARRIED 7-0.**

293

294 h. (060315-6) The Kittery Town Council moves to approve the 2015-16 Sewer  
295 Department budget.

296

297 **COUNCILOR DENAULT MOVED TO APPROVE THE SEWER DEPARTMENT**  
298 **BUDGET IN THE AMOUNT OF \$1,830,693.71. COUNCILOR PELLETIER SECONDED**  
299 **THE MOTION. A ROLL CALL WAS TAKEN WITH ALL IN FAVOR. MOTION**  
300 **CARRIED 7-0.**

301

302 14. COUNCILOR ISSUES OR COMMENT

303

304 Councilor Spiller stated that she received concerns from a resident on Martin Road  
305 regarding sewer hookup cost and asked if they could provide information to residents regarding  
306 the process. Chairperson Thomson responded that they approved a betterment assessment  
307 formula a number of meetings ago and that is all that can happen until the project is complete.  
308 George Kathios, Superintendent of the Kittery Sewer Department approached the podium to  
309 speak to Councilor Spiller's questions. Mr. Kathios commented that they have drafted a letter to  
310 go out to all of the residents abutting the new sewer line that explains how the betterment works.  
311 He noted that assessments will be made on the properties and they will have a ten year window  
312 to pay back the assessment.

313

314 Vice Chairperson White commented that he attended a climate change workshop at the  
315 Laudholm Farm in Wells. He noted that it was an excellent presentation including a review of  
316 climate change science and methodologies to track what towns are doing and ways towns can  
317 share information with each other. He added that he would like to get the information into the

**TOWN COUNCIL MEETING  
COUNCIL CHAMBERS**

**UNAPPROVED  
JUNE 22, 2015**

318 Comp. Plan. Vice Chairperson White stated that John Paul Jones Park looks very well kept up  
319 this year and asked if the Board was going to do anything with the letter from the Mitchell  
320 School teachers. Chairperson Thomson responded that he saw a response from Councilor  
321 Pelletier to them which summed everything up. Councilor Pelletier summarized his response to  
322 the letter.

323  
324 Councilor Pelletier commented on the Library funds appropriation issue, stating that  
325 although their opinions differ, he has the highest respect for Chairperson Thomson and urged the  
326 Council members to not let issues become personal. Councilor Denault commented that he  
327 received calls regarding a group playing sports on Memorial Field. He noted that the group  
328 charges fees for members to join the organization and then they come and play on the Town's  
329 field. He is concerned that Kittery is not recapturing any of those fees, especially since the  
330 members are not residents. Janice Grady, the Recreation Director, commented that the facility  
331 has a policy that permits people to rent the fields if they are not being used and the  
332 aforementioned organization rents the KCC and the fields and provides insurance certificates.

333  
334 Chairperson Thomson commented that he has asked the Town Manager and Town Clerk  
335 not to schedule any meetings or workshops for the next two Monday nights. The next regular  
336 meeting will be Monday, July 13<sup>th</sup>.

337

338 15. COMMITTEE AND OTHER REPORTS

339

340 Councilor Spiller commented that the Wood Island Advisory Committee met Saturday,  
341 June 13<sup>th</sup> to get an update on the Life Saving Station project. There have been some  
342 communications that have indicated that the Island is closed to the public which is incorrect. She  
343 added that only the building is closed to the public. Councilor Spiller noted that there is a repair  
344 agreement in question since the Station has been successfully added the list of eligibility to be  
345 registered as a historic building.

346

347 16. EXECUTIVE SESSION – None.

348

349 17. ADJOURNMENT

350

351 **COUNCILOR PELLETIER MOVED TO ADJOURN, SECONDED BY**  
352 **COUNCILOR DENAULT WITH ALL IN FAVOR. MEETING ADJOURNED AT 8:18**  
353 **P.M.**



# TOWN OF KITTERY, MAINE

TOWN CLERK'S OFFICE

200 Rogers Road, Kittery, ME 03904

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

RECEIVED  
JAN 05 2016

BY: 11:59 pm

PLEASE CHECK APPROPRIATE SQUARE:

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

NAME: Craig F. Wilson

RESIDENCE: 22 Charles Hill Rd., KP, 03905

MAILING ADDRESS IF DIFFERENT FROM ABOVE: \_\_\_\_\_

E-MAIL ADDRESS: CWILSON515@AOL.COM

TELEPHONE NUMBERS: (HOME) 207-439-4153 (WORK) SAME

PRESENT POSITION: Secy BOA

PLEASE CHECK APPROPRIATE SQUARE:

- |   |   |  |
|---|---|--|
| <input checked="" 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 Comm.              |
| <input type="checkbox"/> Board of Assessment Review     | <input type="checkbox"/> Parks Commission | <input type="checkbox"/> Open Space Committee                      |
| <input type="checkbox"/> Cable TV Rate Regulation Board | <input type="checkbox"/> Personnel Board  | <input type="checkbox"/> Recycling Scholarship Selection Committee |
| <input type="checkbox"/> Other _____                    |   |  |

COMMENTS: \_\_\_\_\_

Please read the back of this application before signing.

Craig F. Wilson  
SIGNATURE OF APPLICANT

1/5/16  
DATE



# Town of Kittery, Maine

## Fire Department

3 Gorges Road  
Kittery, Maine 03904  
Tel (207) 439-2262

Chief David O'Brien  
firechief@kitteryme.org

### REPORT TO TOWN COUNCIL

Meeting Date: 11 January 2016

From: David O'Brien, Fire Chief

Subject: Alternative Procurement Method (non-competitive award) for Ambulance Service

---

#### EXECUTIVE SUMMARY

The Towns of Kittery and Eliot are nearing the end of a three year agreement with American Ambulance New England Inc. (AANE) for ambulance services. Negotiation between the towns and AANE have resulted in a proposed four year contract agreement with possible extensions at the same terms of the original contract agreement. The cost to the towns will continue to be zero dollars (\$0.00). Title 3, Chapter 3.2.7 Alternative Procurement Method states "When in the judgment of the Town Council it is in the best interest of the town to do so, it may authorize an alternative procurement method."

#### STATEMENT OF NEED

The Towns of Kittery and Eliot provide through local government ambulance service for our citizens. The contract agreement with the current provider, AANE, will terminate on 30 June 2016. A new contract agreement is required to continue with the present provider of ambulance services.

#### BACKGROUND

The Towns of Kittery and Eliot collaboratively advertised for ambulance service early in 2013. After receiving several proposals and conducting extensive reviews, AANE was selected for a one year contract agreement with a possible extension of two more years. AANE was selected because of their ability to meet and exceed the Town's specifications for ambulance service. The cost to the Towns was zero dollars (\$0.00). The two year extension was mutually agreed upon and AANE is well into the second year of the extension.

---

**FACTS BEARING ON THE EQUATION**

The Town's public safety officials are pleased with the service provided by AANE for the last two and one half years. The present contract agreement is very rigid in response times, training requirements, quality of apparatus and equipment, achieving Commission on the Accreditation of Ambulance Service (CAAS) certification and many more special conditions. AANE has maintained appropriate response times, continues to have a highly motivated and trained workforce including paramedic level technicians, has excellent apparatus and equipment and has maintained their CAAS certification. The proposed contract agreement has been amended to ensure the primary paramedic ambulance is no older than five (5) years of age and has no more than 200,000 miles on the odometer. AANE has also agreed to provide sixteen thousand dollars (\$16,000) towards the improvement of the Walker Street Station. They will replace several windows in the building, repaint the entire apparatus bay, and insulate the living quarters and office spaces at the rear of the building. The Town Managers of both towns have reviewed the proposed contract agreement and have agreed to bring this proposed four year contract agreement forward to their respective Town Council/Board of Selectmen. The Eliot Board of Selectmen have given their Town Manager the authority to move forward with the contract agreement.

**CURRENT SITUATION**

Ambulance service for the Towns of Kittery and Eliot is provided by AANE. They are in the final year of a two year contract agreement extension. They have met or exceeded all requirements per the original contract agreement.

**PROPOSED SOLUTION/RECOMMENDATION**

The public safety officials of both Kittery and Eliot recommend a new four year contract be signed between the Towns and AANE. This contract agreement includes a provision for future extensions at the same terms of the original contact agreement unless agreed otherwise by all parties. The Eliot Town Manager has been given authority by the Eliot Board of Selectmen to move forward with the contract agreement. Where this is in the best interest of the Town of Kittery, it is recommended the Kittery Town Council take action in accordance with Title 3; Chapter 3.2.7 of the Town Code and authorize the Town Manager to finalize the contract agreement with AANE.

**RATIONALE FOR THE PROPOSED SOLUTION (INCLUDING COSTS)**

The rationale for this proposed solution is simple. AANE has provided an excellent service to both the Towns of Kittery and Eliot for the past two and one half years. They have provided

---

This service at no cost to the Towns and under the proposed contract agreement will continue to provide this service at no cost. It is recommended that the Town Council support this alternative procurement method (non-competitive award) to ensure continued quality ambulance service for the Town of Kittery.

---

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51

**AMBULANCE SERVICE AGREEMENT**

**TOWNS OF ELIOT, MAINE AND KITTEERY, MAINE**

THIS AGREEMENT, made as of the \_\_\_\_ of \_\_\_\_, 201 by and between the Towns of Eliot, Maine and Kittery, Maine, both Maine Municipal Corporations (hereinafter called the TOWNS), and American Ambulance, Inc., A Massachusetts Corporation (hereinafter called the CONTRACTOR).

WITNESSETH, that whereas the TOWNS have need for an ambulance service (hereinafter called the WORK), and the CONTRACTOR has demonstrated ability to conduct the work to the TOWNS satisfaction and has agreed to the original proposal and further considerations which has been accepted by the TOWNS;

NOW, THEREFORE, the TOWNS and the CONTRACTOR, for the consideration of the mutual covenant and promises herein, the annual payment by the TOWNS to the CONTRACTOR of the sum of zero dollars (\$0.00), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and set forth, the parties agree as follows:

**1. SCOPE OF WORK**

The Parties mutually agree that the purpose of the Agreement is to effectuate and encourage the furnishing of the most modern, expeditious, reliable, and professional emergency Advanced Life Support (ALS) Paramedic ambulance service and emergency Basic Life Support (BLS) ambulance service possible for those sick or injured persons within the TOWNS.

**2. SCOPE OF UNDERTAKING**

The CONTRACTOR represents that it possesses the necessary equipment, Maine and New Hampshire certified personnel, and technical expertise to perform the duties it has undertaken pursuant to this Agreement, including any and all duties which may become reasonably necessary to effectuate the Agreement, but not specifically delineated in the Agreement. The Parties agree that the obligations set forth herein continue throughout the term of this Agreement.

**3. COMPENSATION BY TOWNS**

The annual payment by the TOWNS to the CONTRACTOR for the services set forth in the Agreement will be the sum of zero dollars (\$0.00)

**4. INVOICES AND PAYMENTS**

The CONTRACTOR is entitled to payments made in the following manner:

Invoices: Each Towns' monthly invoice will be rendered on or before the fifteenth (15<sup>th</sup>) day of each month for the preceding month's work.

Payment: Payment by each Town to the CONTRACTOR, subject to deductions and claims, shall be made within thirty (30) days from the date of receipt of invoice.

52 **5. TERMS**

53  
54 a. Unless terminated earlier as otherwise provided herein, this Agreement is for a  
55 term of four (4) years, commencing on the first (1<sup>st</sup>) day of July, 2016 at 12:01 am and  
56 terminating on the thirtieth (30<sup>th</sup>) day of June, 2020 at Midnight; with an option by the TOWNS  
57 to extend for an additional four (4) year period with the agreement of all Parties. Extensions will  
58 be at the same terms of the original Agreement unless agreed to otherwise by all Parties. The  
59 TOWNS shall give written notice to the CONTRACTOR of its intent to exercise the option  
60 within thirty (30) days of the end of original Agreement term.

61  
62 b. Notwithstanding the foregoing, either Town reserves the right to cancel this  
63 Agreement for cause on seven (7) calendar days' written notice, certified mail, return receipt  
64 requested, if the CONTRACTOR fails to meet the following standards:

65  
66 The CONTRACTOR agrees to uphold the service and response standards set  
67 forth in the original bid specifications. The CONTRACTOR must notify the TOWNS  
68 immediately if it fails to uphold any standard or specification in the contract. A failure to  
69 notify the TOWNS about any failure to uphold the standards and specifications set forth is  
70 considered a breach of the Agreement terms and conditions.

71  
72 The CONTRACTOR agrees to possess and maintain sufficient equipment,  
73 materials and personnel to meet all requirements set forth in the bid specifications.

74  
75 The CONTRACTOR agrees all bid prices must be maintained for the entire  
76 contract period.

77  
78 The TOWNS shall state in its notice the specific reason(s) why the Agreement is being cancelled  
79 or not renewed. If the CONTRACTOR is adjudged as bankrupt, or if it should make a  
80 general assignment for the benefit of its creditors, or if a receiver should be appointed on  
81 account of its insolvency, or if it should refuse, or should fail, except in cases for which  
82 extension of time is provided, to supply enough properly skilled workers or proper materials  
83 or equipment, or if it should fail to make prompt payments to sub-contractors or for material  
84 or labor, or disregard laws, ordinances or instructions of the TOWNS or otherwise be guilty  
85 of a violation of any provision of the contract, then notwithstanding the foregoing, either  
86 Town reserves the right to cancel this Agreement for cause on seven (7) calendar days'  
87 written notice, certified mail, return receipt requested without prejudice to any other right or  
88 remedy.

89  
90 **6. INSURANCE**

91  
92 Throughout the term of this Agreement, The CONTRACTOR agrees to furnish at its sole  
93 expense and maintain insurance per the specifications and minimum limits set forth herein:

94  
95 a. Commercial General Liability on an occurrence (as opposed to claims-made)  
96 basis with general aggregate limit applicable per project and per location. (ISO  
97 CG2503 and CG2504, or equivalents)

98	Each occurrence limit	\$1,000,000
99	General aggregate limit	\$2,000,000
100	Products/Comp. op. aggregate limit	\$2,000,000

102 An Additional insured provision is to apply for the TOWNS, their respective officers, officials,  
103 agents, and employees on a primary, non-contributory basis. Coverage for contractual liability is  
104 to be included for the indemnification provisions of this Agreement:

105  
106 b. Automobile liability for owned, hired, and non-owned autos with a combined  
107 single limit each accident of \$1,000,000.

108  
109 c. Workers' compensation insurance to comply with the requirements of MAINE  
110 statutes, plus employers' liability for:

111	Each accident:	\$500,000
112	Each employee (disease)	\$500,000
113	Policy limit (disease)	\$500,000

114  
115 d. Ambulance services professional liability in amounts of:

116	Each occurrence limit	\$1,000,000
117	Aggregate limit	\$2,000,000

118  
119 e. Umbrella liability in amounts of:

120	Each occurrence limit	\$10,000,000
121	Aggregate limit	\$10,000,000

122  
123 Umbrella liability must be excess over all underlying LIABILITY coverage  
124

125 All policies shall be so written that the Eliot Town Manager and Kittery Town Manager will  
126 be notified of cancellation or restrictive amendment at least thirty (30) days prior to the effective  
127 date of such cancellation or amendment. A certificate of insurance from CONTRACTOR'S  
128 insurance carrier showing at least the coverage and limits of liability specified above and the  
129 inception and expiration dates shall be filed with the TOWNS at least seven (7) calendar  
130 days before operations are begun. Such certificate shall not merely name the types of policy  
131 provided, but shall specifically refer policies to these specifications and shall state that such  
132 insurance is as required by these specifications.

## 133 134 **7. COMPLIANCE WITH THE LAW**

135  
136 The CONTRACTOR agrees to be in compliance at all times with all Federal and States  
137 of Maine and New Hampshire Emergency Medical Service (EMS) rules and regulations per the  
138 respective States' Department of Public Safety EMS Divisions, legislation and the rules and  
139 regulations promulgated thereunder; the applicable laws, rules and regulations of the Town, State,  
140 and Federal Agencies and as requested by the Eliot and Kittery Fire and Police Departments,  
141 hereinafter referred to as the "Standards". In the event that the Contractor becomes aware of any  
142 material change in Town, State, or Federal standards, it shall notify the TOWNS in writing within  
143 fifteen (15) calendar days of having become aware of the change.  
144  
145  
146  
147  
148  
149

150 **8. GENERAL TERMS AND CONDITIONS**

151

152 a. The Advertisement, Request for Proposals (attached), the Information for Bidders, the  
153 Proposal (attached), this Agreement, the Bonds, the General Conditions of the Agreement, the  
154 Agreement Specifications and any Addenda comprise the Agreement Documents; the Agreement  
155 Documents are as fully a part of this Agreement as if repeated herein; and the Agreement  
156 Documents, taken together, constitute the Agreement. The more stringent provisions of the  
157 terms set forth in the Agreement document shall prevail.

158

159 b. Work will not begin without receipt of an executed Agreement.

160

161 c. In accordance with Section 504 of the (Federal) Rehabilitation Act of 1973 and 31  
162 Code of Federal Regulations Part 51, the CONTRACTOR pursuant to these General  
163 Requirements agrees to certify to the TOWNS that said CONTRACTOR does not  
164 discriminate in its employment, procurement, and marketing activities on the basis of race,  
165 creed, color, national origin, sex, handicap or age.

166

167 d. The TOWNS, without invalidating the Agreement, may order extra work or make  
168 changes by altering, adding to, or deducting from the work. All such work must be executed  
169 under conditions of the original Agreement. In giving instructions, the Eliot Town Manager  
170 or the Kittery Town Manager or their project directors have authority to make minor changes  
171 in the work not involving extra cost and consistent with the purposes of the work; but  
172 otherwise no extra work or change may be made unless in pursuance of written Agreement  
173 amendment signed by the TOWNS and no claim for addition to the Agreed sum is valid  
174 unless so ordered.

175

176 e. The CONTRACTOR agrees to not assign the Agreement or any part thereof, or  
177 sublet it or any part thereof, without previous written consent of the TOWNS.

178

179 f. The CONTRACTOR agrees to show proof that it has sufficient equipment,  
180 equipment operators and a sufficient number of qualified and experienced employees to  
181 properly and efficiently accomplish the work. The CONTRACTOR agrees to furnish proof  
182 of its financial ability to start, operate and complete the work in the form of a Performance  
183 Bond in the amount of one hundred thousand dollars (\$100,000) and a Payment Bond (see section  
184 8h below). Said Bonds must be executed yearly, be obtained prior to the execution of the initial  
185 Agreement, and are a condition precedent to the execution of the Agreement, and each and any  
186 renewal thereof.

187

188 g. The CONTRACTOR agrees to indemnify and hold harmless the Towns of Eliot and  
189 Kittery, their respective officers, officials, agents, and employees, from and against any claims on  
190 account of bodily injury (including death) and/or property damage (including loss of use thereof),  
191 plus reasonable attorney fees, arising or alleged to have arisen out of the performance or non-  
192 performance of the Agreement due to the negligence of the CONTRACTOR, its agents,  
193 employees, subcontractors, or others for whom the CONTRACTOR is responsible.

194

195 This indemnification provision survives termination of this Agreement.

196

197 h. The CONTRACTOR agrees to furnish a Payment Bond in a form acceptable to the  
198 TOWNS, executed by a surety company duly authorized to do business in the State of Maine in  
199 the amount of fifty thousand dollars (\$50,000) as security for payment of all persons performing

200 labor and furnishing materials and equipment in connection with this Agreement. Said bond  
201 must be executed yearly, be obtained prior to the execution of the initial Agreement, and is a  
202 condition precedent to the execution of the Agreement, and each and any renewal thereof.

203  
204 i. The CONTRACTOR agrees to hold the TOWNS harmless from all and any claims,  
205 liens, demands or bills for labor and/or materials furnished or delivered in the performance of  
206 this Agreement, and agrees to indemnify the TOWNS against all loss, damage or costs, legal or  
207 otherwise, ensuing from the same.

208  
209 j. No officials of the Towns of Eliot and Kittery or their agents or employees may be  
210 held personally responsible by CONTRACTOR, his agents or employees for any liability arising  
211 under the Agreement.

212  
213 **9. SEVERABILITY**

214  
215 If any part of this Agreement is found to be void or legally unenforceable, all remaining  
216 provisions continue to be binding and valid, and those unenforceable sections are to be  
217 interpreted if possible to best reflect the intention of the parties.

218  
219 **10. GOVERNING LAW**

220  
221 This Agreement is governed and enforced by the laws of the State of Maine.

222  
223 **11. NOTICES**

224  
225 All notice and other communications hereunder must be in writing and are deemed to be  
226 given and to satisfy any notice requirements contained in this Agreement, and when delivered in  
227 fully legible form and sent by certified mail, return receipt requested. Notices must be addressed  
228 to CONTRACTOR or TOWNS at its address's set forth below:

229  
230 In the case of the TOWNS:

231 Town Manager	Town Manager
232 Town of Kittery, ME	Town of Eliot, ME
233 200 Rogers Road	1333 State Road
234 Kittery, ME 03904	Eliot, ME 03903

235  
236 In the case of the CONTRACTOR:

237 Brenden McNiff  
238 American Ambulance, Inc.  
239 16 Hamilton Street  
240 Saugus, MA 01906

241  
242 **12. SPECIAL CONDITIONS**

243  
244 a. The CONTRACTOR shall furnish all the dedicated Emergency Ambulance  
245 services, with all services incidental thereto, for the transportation of Eliot and Kittery  
246 patients to area medical facilities. Service will be under the general direction of staff  
247 from the Eliot and Kittery Police and/or Fire Departments.

248           b. The CONTRACTOR agrees to provide ambulance(s) customarily assigned to  
249 Eliot and Kittery with functioning mobile and portable two-way radios, on such frequencies  
250 that communication is obtained between the Ambulance, the current Dispatch  
251 Communications Center, Towns of Eliot and Kittery Public Safety Vehicles, and with other  
252 emergency ambulance service response coordinating agencies and Emergency Room  
253 Facilities. Dispatch for emergency ambulance service shall be performed by the Kittery Police  
254 Dispatch Communication Center (Kittery Dispatch). Dispatch will be direct from Kittery  
255 Dispatch to the CONTRACTORS emergency ambulance service located at 25 Walker Street in  
256 the Town of Kittery, Maine or directly to the ambulance when not in station. Whenever the  
257 ambulance is dispatched to an emergency call, it shall log in with the Kittery Police  
258 Dispatch Communications Center at the time of dispatch, and maintain communications  
259 throughout the incident, until closure. The CONTRACTOR agrees to annually pay the Town  
260 of Kittery, upon invoice, the sum of sixteen thousand dollars (\$16,000) for EMS dispatch  
261 services. Quarterly payments in the amount of four thousand dollars (\$4,000) shall begin at  
262 the time of Agreement commencement and continue through the life of the Agreement. The  
263 TOWNS, valid government entities legally empowered to regulate the provision of EMS  
264 within their respective municipalities, have entered into this Agreement with CONTRACTOR  
265 in a manner consistent with relevant government contracting laws. The TOWNS  
266 acknowledge and certify that the price paid for dispatch services is an approximate cost of  
267 these services and the CONTRACTOR is not overpaying for these services. Parties  
268 acknowledge and certify that the dispatch fee will not be tied directly or indirectly to the  
269 volume or value of referrals.

270  
271           c. In the event of simultaneous calls for emergency medical service and/or overlapping  
272 calls for emergency medical service, the CONTRACTOR agrees to have sufficient staffing and  
273 equipment capable of responding within a reasonable time, with one or more additional  
274 ambulance(s) as the incident(s) may require. In case of medical necessity, the CONTRACTOR  
275 agrees to furnish transportation while also simultaneously maintaining backup coverage. The  
276 licensure level of one or more additional ambulance(s) is at the discretion of the  
277 CONTRACTOR but must always maintain BLS minimum coverage. The CONTRACTOR  
278 agrees to provide the TOWNS one (1) 24 hour/7 days per week/365 days per year dedicated  
279 Paramedic ambulance housed at 25 Walker Street in Kittery. The CONTRACTOR agrees to also  
280 provide an additional/secondary 24 hour/7 days per week/365 days per year Paramedic  
281 ambulance housed at 25 Walker Street, Kittery that is dedicated to the TOWNS for twelve  
282 hundred and fifty hours (1250) hours and available for emergency ambulance calls when not on  
283 inter-facility transports. The 1250 dedicated hours must be scheduled at the TOWNS discretion  
284 and may be changed based on conditions. The CONTRACTOR agrees to subsidize additional  
285 dedicated hours from the secondary Paramedic ambulance when requested by the TOWNS at the  
286 rate of eighty dollars (\$80.00) per unit hour and for a minimum of four (4) hour daily increments.  
287 The CONTRACTOR agrees to establish mutual aid agreements with other communities and  
288 private ambulance services with written approval of the TOWNS.

289  
290           d. The CONTRACTOR agrees all vehicles utilized within the TOWNS must be  
291 properly insured, registered, and maintained, and display a valid Motor Vehicle Inspection  
292 sticker at all times during the life of this contract. All drivers/emergency personnel must at all  
293 times hold all professional, regulatory and administrative certifications required for the work.  
294 All driver/operators of ambulance apparatus must be accredited Emergency Vehicle Operators.  
295 The CONTRACTOR agrees the primary paramedic ambulance must be no older than five (5)  
296 years of age and have no more than 200,000 miles on the odometer.  
297

298 e. The CONTRACTOR agrees to meet an ALS average response time of six (6) minutes,  
299 fifty-nine (59) seconds 90% of the time for the Town of Kittery and an ALS average response  
300 time of eight (8) minutes, fifty-nine (59) seconds 90% of the time for the Town of Eliot. These  
301 response times are committed based on the ambulance being within the TOWNS limits and  
302 available for service.

303  
304 f. The CONTRACTOR agrees to meet a BLS average response time of six (6) minutes,  
305 fifty-nine (59) seconds 60% of the time for the Town of Kittery and a BLS average response time  
306 of eight (8) minutes, fifty-nine (59) seconds 60% of the time for the Town of Eliot. These  
307 response times are committed based on the ambulance being within the TOWNS limits and  
308 available for service.

309  
310 g. The CONTRACTOR agrees to provide training at no cost to the TOWNS' Public  
311 Safety personnel (Fire and Police) to maintain First Responder certification. Instructors,  
312 curriculum, and schedule will be reviewed and approved by the respective Fire Chiefs of Eliot  
313 and Kittery.

314  
315 h. The CONTRACTOR agrees to house CONTRACTOR vehicles, equipment and  
316 personnel in 25 Walker Street, a Kittery town-owned building. A separate lease will be written  
317 and attached as Addendum to this Agreement. The CONTRACTOR agrees to perform upgrades  
318 to the building at 25 Walker Street in the amount not to exceed sixteen thousand dollars (\$16,000)  
319 over the four year period of this agreement. The upgrades include replacing windows in the  
320 living spaces, insulating the living spaces ceiling and roof areas, and repainting the apparatus bay  
321 walls, ceiling and fixtures. The Kittery Fire Chief will serve as the representative for the Town of  
322 Kittery to ensure specifications, materials and installation is acceptable and to ensure compliance  
323 with this section of the Agreement.

324  
325 i. The CONTRACTOR agrees monthly run reports and response time data will be  
326 sent to Towns of Eliot and Kittery Fire Chiefs. The data will include all incidents and  
327 response times.

328  
329 j. The CONTRACTOR agrees to forward to the TOWNS the CONTRACTOR'S usual  
330 and customary billing rates. They will be forwarded by the fifteenth (15<sup>th</sup>) of January of each  
331 contract year.

332  
333 k. The CONTRACTOR agrees to maintain Global Positioning System (GPS)  
334 capability/vehicle location capability using the existing Kittery Dispatch software in each  
335 ambulance with position/location indication to the current Dispatch Center.

336  
337 l. The CONTRACTOR agrees to provide ambulance standby service for TOWNS' Fire  
338 and Police Departments at their request and at no additional cost.

339  
340 m. The CONTRACTOR agrees to working with the TOWNS' Fire Departments in  
341 developing a comprehensive incident scene rehabilitation program.

342 n. The CONTRACTOR agrees to letter the primary assigned ambulance apparatus  
343 stating "Servicing the Towns of Eliot and Kittery" (or something similar). Lettering is to be  
344 approved by the TOWNS' Fire Chiefs.

345  
346 o. The CONTRACTOR agrees all primary assigned ambulances must maintain a 12-lead  
347 EKG capability with carbon monoxide (CO) monitoring capability manufactured by Zoll, model  
348 # X-series monitor/defibrillator.

349 p. The CONTRACTOR agrees all primary assigned ambulances must be equipped with  
350 power-operated cots/stretchers manufactured by Stryker, model # Power-Pro XT Stretcher.  
351

352 q. The CONTRACTOR agrees to provide to the TOWNS a nationally registered  
353 Emergency Medical Technician (EMT) (IAW DOT Standards) Training Course, taught in house  
354 or at one of the TOWNS fire stations, for up to fifteen (15) enrollees per agreement year. The  
355 CONTRACTOR agrees when the prospective student enrollment is less than the number that  
356 supports an in-house program, twelve (12) students, the CONTRACTOR will fully fund the  
357 tuition of outside EMT training for up to three (3) students per year. All training materials  
358 including text books and supplies/materials must be funded by the CONTRACTOR.  
359

360 r. The CONTRACTOR agrees to continue the EMS Review Board established by the  
361 original AGREEMENT to address complaints or concerns. Board must be convened within 72  
362 hours of written concern/complaint. The EMS Review Board will consist of Eliot and Kittery  
363 Police and Fire Chiefs or their designated representatives, and a supervisor from the  
364 CONTRACTOR. The Board will meet at least quarterly to review services and standards at  
365 which time recorded minutes will be taken and reported routinely to town officials.  
366

367 s. The CONTRACTOR agrees to supply an off-line Operations Manager in a non-  
368 transporting vehicle to the TOWNS. This vehicle will be available to the TOWNS during peak  
369 hours. The determination of peak hours will be done in agreement with the CONTRACTOR  
370 representatives and the TOWNS' representatives.  
371

372 t. The CONTRACTOR agrees to stock and maintain a Mass Casualty trailer. The trailer  
373 will be stationed in the CONTRACTOR'S Somersworth, NH station and will be capable of being  
374 towed by the CONTRACTOR to the scene of large incidents at the request of the TOWNS'  
375 Public Safety Officials. The trailer will contain supplies and equipment to treat up to one  
376 hundred (100) patients.  
377

378 u. The CONTRACTOR agrees to provide extra emergency (911) staffing for any severe  
379 weather events at no cost to the TOWNS.  
380

381 v. The CONTRACTOR agrees to provide "hands-only" Cardio Pulmonary Resuscitation  
382 (CPR) instruction to the citizens of the TOWNS. This must be accomplished on a quarterly basis  
383 and at no cost to the TOWNS or their citizens.  
384

385 w. The CONTRACTOR agrees to provide blood pressure monitoring clinics to the  
386 citizens of the TOWNS. This must be accomplished on a quarterly basis and at no cost to the  
387 TOWNS or their citizens.  
388

389 x. The CONTRACTOR agrees to provide CPR and Automatic External Defibrillation  
390 (AED) training to the TOWNS' municipal employees. This must be accomplished on an annual  
391 basis and at no cost to the TOWNS or their employees.  
392

393 y. The CONTRACTOR agrees to participate in a Mass Casualty Incident drill.  
394 Participation will include initial planning and preparation through to completion of the drill. The  
395 drill will be under the direction of the TOWNS' public safety personnel.  
396

397 z. The CONTRACTOR agrees to maintain C.A.A.S (Commission on the Accreditation of  
398 Ambulance Service) certification throughout the agreement period.  
399

400 aa. The CONTRACTOR agrees to transport any injured or ill on-duty employees of the  
401 TOWNS. This will be accomplished at no cost to the TOWNS or their employees.  
402

403 bb. The CONTRACTOR agrees to provide semi-annual inspections and maintenance to  
404 the TOWNS AED defibrillator units. This will include replacing of all used/expired electrode  
405 pads and AED batteries and will be done at no cost to the TOWNS. The CONTRACTOR will  
406 report out-of-service AED units to the respective fire chiefs of each community. The TOWNS'  
407 fire chiefs will supply a list of town owned AED units to the CONTRACTOR. The list will  
408 include the manufacturer of each unit, date of manufacture, date of latest battery and pad  
409 replacement and the AED location.  
410

411 cc. The CONTRACTOR agrees to resupply any and all disposable medical  
412 supplies/equipment used in the field by the TOWNS public safety personnel. Supplies include  
413 Oxygen.  
414

415 **WITNESSETH:**

416  
417 The Parties hereto have caused this Agreement to be executed on the date first above written.  
418

419 TOWN OF KITTERY, MAINE

420  
421  
422 By \_\_\_\_\_

423 \_\_\_\_\_  
424 Witness

425 Nancy Colbert Puff  
426 Town Manager  
427 200 Rogers Road, Kittery, ME 03904

428 TOWN OF ELIOT, MAINE

429  
430 By \_\_\_\_\_

431 \_\_\_\_\_  
432 Witness

433 Dana K. Lee  
434 Town Manager  
435 1333 State Road, Eliot, ME 03903

436 AMERICAN AMBULANCE, INC.

437  
438 By \_\_\_\_\_

439 \_\_\_\_\_  
440 Witness

441 Its President  
442 16 Hamilton Street  
443 Saugus, MA 01906  
444  
445  
446  
447  
448  
449  
450

451 STATE OF MAINE  
452 COUNTY OF YORK, ss.

453  
454 The foregoing instrument was acknowledged before me on the day of  
455 201 , by Nancy Colbert Puff, to me known, who being duly sworn acknowledges that she  
456 is the Town Manager of the Town of Kittery, Maine which executed the foregoing  
457 Agreement as the free act and deed of the Town and in her said capacity duly authorized.

458  
459  
460 \_\_\_\_\_  
461 Notary Public  
462 Name:  
463 My commission expires on

464 STATE OF MAINE  
465 COUNTY OF YORK, ss.

466  
467 The foregoing instrument was acknowledged before me on the day of  
468 201 , by Dana K. Lee, to me known, who being duly sworn acknowledges that he is the  
469 Town Manager of the Town of Eliot, Maine which executed the foregoing Agreement as  
470 the free act and deed of the Town and in his said capacity duly authorized.

471  
472  
473 \_\_\_\_\_  
474 Notary Public  
475 Name:  
476 My commission expires on

477  
478 STATE OF  
479 COUNTY OF ,ss

480  
481 The foregoing instrument was acknowledged before me on the day of  
482 201 , by BRENDAN McNIFF, to me known, who being duly sworn, did depose and say  
483 and did acknowledge that he is Chief Operating Officer of American Ambulance, Inc.,  
484 the corporation described in and which executed the foregoing Agreement; that he knows  
485 the seal of said corporation; that the seal affixed to said Agreement is such corporate seal;  
486 that it was so affixed by the order of the board of directors of the said corporation; and  
487 that he signed his name thereto by like order.

488  
489  
490 \_\_\_\_\_  
491 Notary Public  
492 Name:  
493 My commission expires on

494  
495

Addenda:

**LEASE**

dated

June \_\_\_\_\_, 2016

between

Town of Kittery, Maine

**LANDLORD**

and

American Ambulance, Inc.

**TENANT**

Affecting premises commonly known as  
25 Walker Street, in the Town of Kittery, Maine

## LEASE

THIS LEASE is made as of June\_\_\_\_, 2016, by and between the Town of Kittery, Maine, a municipal corporation having an address at 200 Rogers Road, Kittery, Maine 03904 (hereinafter "Landlord") and American Ambulance Inc., a Massachusetts corporation, having an address at American Ambulance, Inc. 16 Hamilton Street, Saugus, MA 01906 (hereinafter "Tenant").

### 1. Leased Premises.

In consideration of the rent and other payments and covenants of Tenant hereinafter set forth, and upon the following terms and conditions, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord that certain parcel of property consisting of a parcel of land as generally described on the Kittery Town Tax Map 4, Lot 137, including a building consisting of approximately 4,875 square feet of space and located at 25 Walker Street, Kittery, Maine 03904 (hereinafter "Demised Premises").

### 2. Definition(s).

Ambulance Service Agreement: Ambulance Service Agreement means that Agreement made June ,2015 by and between the Towns of Eliot, ME, and Kittery, ME, and American Ambulance, Inc., including and amendments thereto or renewal thereof.

### 3. Term.

This Lease commences on July 1, 2016 and expires on June 30, 2017.

### 4. Use of Demised Premises.

Tenant may use the Demised Premises to house and quarter ambulance and medical transportation vehicles, equipment and personnel consistent with all municipal, state and federal rules, regulations, ordinances, statutes, and controlling authority and in agreement with the Ambulance Service Agreement.

### 5. Rent.

Direct rental payments to the Landlord in the form of cash payments are waived in consideration of the performance of the Tenant of all the terms and conditions of this Lease and the Ambulance Service Agreement between the Tenant and the Landlord.

### 6. Utilities.

Tenant shall be solely responsible for all costs of utilities serving the Demised Premises, including but not limited to heat, water, sewer, electricity, gas and the like.

7. Representation and Warranties of Landlord.

Landlord represents and warrants to Tenant that the Landlord has authority for the execution, delivery, and performance of its obligations under this Lease.

8. Representations and Warranties of Tenant.

The Tenant represents and warrants to Landlord that the Tenant has the authority to execute, deliver, and perform all of its obligations under this Lease. Tenant further represents to Landlord that Tenant has had the full opportunity to inspect the Demised Premises and to employ professionals on behalf of Tenant to make any investigations of the Demised Premises at Tenant's sole cost and discretion. Tenant accepts the Demised Premises in its "as is" condition with no reliance upon any representations, expressed or implied, as to the condition of the Demised Premises by the Landlord. Tenant represents that the Tenant has examined and is fully familiar with the physical condition of the Demised Premises, the improvements thereon, and surface conditions of the exterior of the Demised Premises. Tenant accepts the same without recourse to the Landlord in the condition and state in which they now are and agrees that the Demised Premises complies in all respects with the requirements of this Lease. The Landlord makes no representation or warranty, expressed or implied, in fact or by law, as to the nature or condition of the Demised Premises, or its fitness or availability for any particular use.

Tenant represents and warrants as an integral part of this Lease that it will timely comply with all promises, conditions, and covenants in the Ambulance Service Agreement and it further represents that any breach of said Ambulance Service Agreement constitutes a breach of this Lease, for which all Landlord's remedies provided in this Lease are available.

Tenant warrants that it will make no use of the Demised Premises nor allow any other individual, person, corporation, partnership, or entity of any kind to use the Demised Premises for any purpose other than as expressly provided in the Lease.

9. Repairs and Maintenance.

Tenant shall, at its own cost and expense, maintain the Demised Premises in good repair due to normal wear and tear, to a maximum of \$24,000 per year. Landlord shall be responsible for any structural maintenance, structural repairs, or structural replacement to the Demised Premises not caused in any manner by the negligence of the Tenant, its employees, agents, or invitees. Tenant shall preserve the structural integrity of the Demised Premises in a reasonable manner. Tenant shall not undertake any structural improvements or repairs to the Demised Premises without prior written approval by the Landlord. Tenant, at its sole cost and expense, shall maintain the exterior of the Demised Premises in a safe and reasonable condition, and shall be solely responsible for removal of any waste materials generated by Tenant's use of the Demised Premises. Tenant shall be responsible for its own parking and/or snow removal from the walkways, driveway, and parking areas of the Demised Premises.

Any improvements made by the Tenant to the Demised Premises become the sole property of the Landlord upon termination of this Lease. Should any damage be done to the Demised Premises through the removal of equipment upon the termination of this Lease, the Tenant shall immediately repair, at Tenant's expense, all damage to the Demised Premises caused by any such removal, whether effected by the Tenant or any other person.

10. Landlord Access.

Tenant agrees to permit Landlord or its authorized representatives to enter to inspect the Demised Premises with a management representative of the Tenant present at all reasonable times during usual business hours after reasonable notice (except in the case of an emergency). Landlord shall use all reasonable efforts to minimize the disruption to Tenant by any such entry into the Demised Premises.

11. Insurance.

During the term of this Lease, Landlord, in its sole discretion, may maintain protection against physical damage to the building in such amount and against such causes of loss as Landlord deems appropriate. Tenant shall, upon receipt of Landlord's notification as to cost of such protection, promptly reimburse Landlord for such costs.

Tenant is responsible for maintaining protection against physical damage to its business personal property, including motor vehicles, but without obligation to do so.

During the terms of this Lease Tenant shall maintain and provide Landlord with certificate(s) evidencing:

a. Workers' compensation insurance which complies with the requirements of Maine Statute; and

b. Commercial general liability insurance in amounts not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate with a provision that the Town of Kittery, its officers, officials, agents, servants and employees are included as additional insureds.

12. Indemnification.

Tenant shall indemnify and hold Landlord, its officers, officials, agents, servants and employees harmless from and against all liabilities, obligations, claims, damages, fines, penalties, interest, causes of action, costs and expenses (including attorneys' fees), imposed or incurred by or asserted against Landlord or the Demised Premises by reason of occurrence or existence of any of the following caused or alleged to have been caused in whole or in part by Tenant: any accident, injury to or death of persons (including employees) or loss of or damage to property, including loss or use thereof, occurring, or claimed to have occurred, on or about the Demised Premises or any part thereof, or any improvements now or hereafter erected thereon; any failure on the part of the Tenant promptly and fully to comply with or perform any of the terms, covenants or conditions of this Lease; or performance of any labor or services in respect to the Demised Premises or any part thereof. In the case of any suit, action or proceeding brought against Landlord or filed against the Demised Premises or any part thereof by reason of any such occurrence, Tenant, upon Landlord's request and at Tenant's expense, shall resist and defend such suit, action or proceeding, or cause the same to be resisted and defended by counsel designated by Tenant. The obligations of Tenant under this provision survive the expiration of the Lease term.

13. Landlord's Covenant of Quiet Enjoyment; Title.

Landlord covenants that it has good and clear record and marketable title to the Demised Premises and that Tenant, upon satisfying the terms and conditions of this Lease and the Ambulance Service Agreement, may peaceably and quietly hold and enjoy the Demised Premises for the term of the Lease.

14. Tenant's Obligation to Quit.

Tenant shall, upon expiration or earlier termination of this Lease, leave and peaceably and quietly surrender and deliver to Landlord the Demised Premises in as good condition, order and repair as the same were at the commencement date, reasonable wear and tear excepted.

15. Tenant's Default; Landlord's Remedies.

If Tenant defaults in any covenants of this Lease or breaches the Tenant's obligations under the Ambulance Service Agreement with the Landlord and such default or breach continues for fifteen (15) days after written notice from the Landlord, the Landlord may, to the extent permitted by law, immediately or at any time thereafter while the situation still exists enter into and upon the Demised Premises, or any part thereof in the name of the whole, and repossess the same as of Landlord's former estate, and expel Tenant and those claiming through or under Tenant and remove its effects without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for breach of Tenant obligations and covenants, and upon entry as aforesaid this Lease terminates.

Tenant shall reimburse Landlord for all costs and expenses, including reasonable attorneys' fees, incurred by or on behalf of the Landlord occasioned by or in connection with any default by Tenant under this Lease or under the separate Ambulance Service Agreement.

16. Landlord's Remedies Cumulative.

All the rights, powers and remedies of Landlord provided for in this Lease now or hereafter existing at law or in equity, or by statute or otherwise, are deemed to be separate, distinct, cumulative, and concurrent. No one or more of such rights, powers or remedies, nor any mention of reference to any one or more of them in this Lease, is deemed to be in the exclusion of, or a waiver of, any other rights, powers or remedies provided for in this Lease, or now or hereafter existing at law or in equity, or by statute or otherwise. The exercise or enforcement by Landlord of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise or enforcement by Landlord of any or all of such other rights, powers or remedies.

17. Compliance with Laws and Regulations.

Landlord and Tenant will abide with all applicable federal, state, and municipal laws, statutes, regulations, and ordinances in connection with Tenant's use and occupancy of the Demised Premises and the execution of this Lease. This Lease is governed by the laws of the State of Maine.

18. Referrals.

It is not the intent of either party that any remuneration, benefit or privilege under this Lease shall influence or in any way be based on the referral or recommended referral by Landlord of patients to the Tenant or its affiliated providers, if any, or the purchasing, leasing or ordering of any services other than the specific services described in this Lease. Any payments or credits specified herein are consistent with what the parties reasonably believe to be a fair market value for the services provided.

19. Assignment and Subletting.

This Lease may not be assigned or sublet without the express, written consent of the Landlord.

20. Severability.

If any part of this Lease is found to be legally unenforceable, all remaining provisions continue to be binding, valid and enforceable and in no way affected by those unenforceable sections interpreted to best reflect the intention of the parties.

21. Notices.

All notice and other communications hereunder must be in writing and are deemed to be given and to satisfy any notice requirements contained in this Lease, and when delivered in fully legible form and sent by certified mail, return receipt requested. Notices must be addressed to Landlord or Tenant at its address set forth below:

In the case of the Landlord: Town Manager  
Town of Kittery  
200 Rogers Road  
Kittery, ME 03904

In the case of the Tenant: Brendan McNiff  
American Ambulance, Inc.  
16 Hamilton Street  
Saugus, MA 01906

Either party may change the address to which notices are to be sent to it by providing notice of same to the other party in accordance with the provisions of this Section.

22. Miscellaneous.

All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law, and are intended to be limited to the extent necessary so that they will not render this Lease invalid, unenforceable or not entitled to be recorded under any applicable law. The headings in this Lease are for purposes of reference only and shall not limit or define the meaning hereof. This Lease may be changed or modified only by an instrument in writing signed by the party against which enforcement of such change or modification is sought. This Lease is binding upon and inures to the benefit of and is enforceable by the respective successors and any permitted assignees of the parties hereto.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease on the date first above written.

TOWN OF KITTERY, MAINE  
LANDLORD

By \_\_\_\_\_  
Nancy Colbert Puff

\_\_\_\_\_  
Witness

AMERICAN AMBULANCE, INC.  
TENANT

By \_\_\_\_\_  
Brendan McNiff

\_\_\_\_\_  
Witness

STATE OF MAINE  
COUNTY OF YORK, ss.

The foregoing instrument was acknowledged before me on the     day of  
2016, by Nancy Colbert Puff, to me known, who being duly sworn acknowledges that she  
is the Town Manager of the Town of Kittery, Maine which executed the foregoing Lease  
as the free act and deed of the Town and in her said capacity duly authorized.

\_\_\_\_\_  
Notary Public  
Name:  
My commission expires on

STATE OF MASSACHUSETTS  
COUNTY OF \_\_\_\_\_,ss

The foregoing instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_ 2016, by BRENDAN McNIFF, to me known, who being duly sworn, did depose and say and did acknowledge that he is Chief Operating Officer of American Ambulance, Inc., the corporation described in and which executed the foregoing Lease; that he knows the seal of said corporation; that the seal affixed to said Lease is such corporate seal; that it was so affixed by the order of the board of directors of the said corporation; and that he signed his name thereto by like order.

\_\_\_\_\_  
Notary Public  
Name:  
My commission expires on

**FY15 AND FY16 DONATIONS TO THE THRESHER MEMORIAL FUND  
FOR COUNCIL APPROVAL  
JANUARY 11, 2016**

YEAR	PER	JOURNAL	EFF DATE	AMOUNT	VDR NAME/ITEM DESC	COMMENTS			
2015	'05	' 387	'11/20/2014	\$ 5,000.00	'KITTEY MAINE IMP FNDN	'KITTEY ME IMP FNDN			
				\$ 5,000.00					
2015	'05	' 59	'11/04/2014	\$ 10.00	'KENNETH M BONNELL / THRES	'K BONNELL			
2015	'06	' 138	'12/08/2014	\$ 10.00	'KENNETH BONNELL	'THRESHER MEMORIAL			
2015	'07	' 28	'01/05/2015	\$ 10.00	'KENNETH BONNELL	'K BONNELL			
2015	'08	' 100	'02/05/2015	\$ 20.00	'KENNETH BONNELL	'BONNELL			
2015	'09	' 118	'03/05/2015	\$ 20.00	'KENNETH BONNELL	KENNETH BONNELL 3/5/15			
2015	'10	' 104	'04/06/2015	\$ 20.00	'BONNELL	KENNETH M.	'BONNELL	KENNETH	
2015	'11	' 61	'05/05/2015	\$ 20.00	'BONNELL	KENNETH M.	'BONNELL-5/1/15		
2015	'12	' 104	'06/04/2015	\$ 20.00	'BONNELL	KENNETH MYRON	'BONNELL; 6/1/15		
				\$ 130.00					
2015	'06	' 160	'12/09/2014	\$ 475.00	'D KERR	'THRESER MEMORIAL			
2015	'10	' 159	'04/08/2015	\$ 370.00	'DONALD KERR	'D. KERR CONTRIBUTION			
2015	'10	' 333	'04/15/2015	\$ 90.00	'KERR	DONALD	'KERR; 4/4/15		
				\$ 935.00					
2015	'05	' 431	'11/24/2014	\$ 60.00	'KATHY RACQUER	'K RACQUER	THRESHER MEMOR		
2015	'05	' 431	'11/24/2014	\$ 615.00	'NICOLE KERR	'N KERR	THRESHER MEMORIAL		
2015	'10	' 159	'04/08/2015	\$ 30.00	'JAKE RODDEN STATE FARM IN	'RODDEN STATE FARM-CONTRIB			
2015	'12	' 438	'06/23/2015	\$ 150.00	'MARC J. ALTERIO	'6/18/15 DONATION			
2015	'10	' 333	'04/15/2015	\$ 30.00	'MORRISON	DEXTER	'MORRISON; 4/10/15		
2015	'10	' 571	'04/28/2015	\$ 34.00	'B. HANNON	'B. HANNON - 4/14/15			
				\$ 919.00					
			<b>TOTAL</b>	<b>\$ 1,984.00</b>	<b>FY15 DONATIONS</b>				
2016	'01	' 214	'07/07/2015	\$ 20.00	'BONNELL	KENNETH	'BONNELL; CONTRIBUTION		
2016	'02	' 45	'08/04/2015	\$ 20.00	'KENNETH MYRON BONNELL	'BONNELL; AUG 2015			
2016	'03	' 105	'09/08/2015	\$ 20.00	'KENNETH BONNELL	'BONNELL			
2016	'04	' 674	'10/05/2015	\$ 20.00	'BONNELL	KENNETH	'KENNETH BONNELL		
2016	'05	' 121	'11/05/2015	\$ 20.00	'BONNELL	KENNETH	'BONNELL DONATION		
2016	'06		12/7/2015	\$ 20.00	'BONNELL	KENNETH	'BONNELL DONATION		
				\$ 120.00					
2016	'02	' 248	'08/17/2015	\$ 150.00	'D ALLAN KERR	'KERR; SILENT STRENGTH			
2016	'04	' 375	'10/21/2015	\$ 20.00	'KERR	DONALD & NICOLE	'BOOK; SILENT STRENGTH		
2016	6		12/9/2015	\$ 250.00	'KERR	'KERR; SILENT STRENGTH			
				\$ 420.00					
2016	'01	' 611	'07/28/2015	\$ 451.50	'KITTEY MAINE IMPROVEMENT	'LANGS CONTR-THRESHER			
2016	'04	' 375	'10/21/2015	\$ 350.00	'ST MARY'S SUBMARINE MUSEU	'BOOKS; SILENT STRENGTH			
2016	'04	' 375	'10/21/2015	\$ 30.00	'SUTTON	DAVID & sYLVIA	'BOOK; SILENT STRENGTH		
2016	'05	' 459	'11/25/2015	\$ 350.00	'ST MARYS SUBMARINE MUSEUM	'ST MARYS SUB MUSEUM			
				\$ 1,181.50					
				\$ 1,721.50	<b>FY16 DONATIONS AS OF 11-25-15</b>				
			<b>TOTAL</b>	<b>\$ 3,705.50</b>	<b>DONATIONS</b>				

42050

MEETINGHOUSE VILLAGE  
Operating Account  
143 ROGERS ROAD OFFICE  
KITTERY, ME 03904  
(207) 439-7280

Kennebunk Savings  
52-7450/2112

12/16/2015

PAY TO THE ORDER OF Kittery Recreation

\$ \*\*100.00

DOLLARS

One Hundred and 00/100\*\*\*\*\*

Two Signatures Required Over \$5000



Security features. Details on back.

Kittery Recreation  
Kittery Community Center  
120 Rogers Road  
Kittery, ME 03904



*[Signature]*  
AUTHORIZED SIGNATURE

MEMO 2015 Donation

⑈042050⑈ ⑆211274502⑆ 33 907656⑈

Meetinghouse Village

Kittery Recreation

12/16/2015

42050

6070 · Misc. Expense:6070.3 · Donations 2015 Donation

100.00

Deposit into  
2063-43600

MHV Operating Acct- 2015 Donation

100.00

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



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

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

**DEPARTMENT USE ONLY**

**LICENSE NUMBER:**

**CLASS:**

**DEPOSIT DATE**

**AMT. DEPOSITED:**

**BY:**

**CK/MO/CASH:**

**PRESENT LICENSE EXPIRES** \_\_\_\_\_

**INDICATE TYPE OF PRIVILEGE:**  MALT  SPIRITUOUS  VINOUS

**INDICATE TYPE OF LICENSE:**

RESTAURANT (Class I,II,III,IV)

HOTEL-OPTINONAL FOOD (Class I-A)

CLASS A LOUNGE (Class X)

CLUB (Class V)

TAVERN (Class IV)

RESTAURANT/LOUNGE (Class XI)

HOTEL (Class I,II,III,IV)

CLUB-ON PREMISE CATERING (Class I)

GOLF CLUB (Class I,II,III,IV)

OTHER: \_\_\_\_\_

**REFER TO PAGE 3 FOR FEE SCHEDULE**

**ALL QUESTIONS MUST BE ANSWERED IN FULL**

<b>1. APPLICANT(S)</b> –(Sole Proprietor, Corporation, Limited Liability Co., etc.)			<b>2. Business Name (D/B/A)</b>		
Tasty Thai, Inc			Tasty Thai		
by Allan J. Pechner Jr			DOB: 05/21/1971		
DOB:			Location (Street Address)		
Address 599 Lafayette Rd # 6			182 State Rd		
City/Town Portsmouth			City/Town Kittery		
State NH			State ME		
Zip Code 03801			Zip Code 03904		
Telephone Number 603-3736185			Business Telephone Number 207-499-9988		
Fax Number			Fax Number		
Federal I.D. # 475648414			Seller Certificate # 1176434		

**EMAIL ADDRESS:** \_\_\_\_\_

3. If premises is a hotel, indicate number of rooms available for transient guests: \_\_\_\_\_
4. State amount of gross income from period of last license: ROOMS \$ \_\_\_\_\_ FOOD \$ \_\_\_\_\_ LIQUOR \$ \_\_\_\_\_
5. Is applicant a corporation, limited liability company or limited partnership? YES  NO

If YES, complete Supplementary Questionnaire

6. Do you permit dancing or entertainment on the licensed premises? YES  NO
7. If manager is to be employed, give name: Allan I Pechner Jr.
8. If business is NEW or under new ownership, indicate starting date: Dec 1 2015  
 Requested inspection date: ASAP Business hours: \_\_\_\_\_
9. Business records are located at: 182 State Rd Kittery ME 03904
10. Is/are applicant(s) citizens of the United States? YES  NO
11. Is/are applicant(s) residents of the State of Maine? YES  NO
12. List name, date of birth, and place of birth for all applicants, managers, and bar managers. Give maiden name, if married:  
 Use a separate sheet of paper if necessary.

Name in Full (Print Clearly)	DOB	Place of Birth
Allan I Pechner Jr.	9/21/1971	Lynn, MA

Residence address on all of the above for previous 5 years (Limit answer to city & state)  
399 Maplenwood Ave Portsmouth NH

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

Name: \_\_\_\_\_ Date of Conviction: \_\_\_\_\_  
 Offense: \_\_\_\_\_ Location: \_\_\_\_\_  
 Disposition: \_\_\_\_\_

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

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

16. Does/do applicant(s) own the premises? Yes  No  If No give name and address of owner:  
M.H. Parsons + Sons Lumber Company: John M. Parsons. PO Box 450 York ME 03909

17. Describe in detail the premises to be licensed: (Supplemental Diagram Required)  
Existing location of Restaurant

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

19. What is the distance from the premises to the NEAREST school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel? 1/2 Mile to School Which of the above is nearest? School

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

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

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

Dated at: Portsmouth, NH on 12/30/15, 20 15  
Town/City, State Date

*Allen Richer*  
 Signature of Applicant or Corporate Officer(s)

**Please sign in blue ink**

*Allen Richer Jr.*  
 Signature of Applicant or Corporate Officer(s)

\_\_\_\_\_  
 Print Name

\_\_\_\_\_  
 Print Name

**NOTICE – SPECIAL ATTENTION**

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

**THIS APPROVAL EXPIRES IN 60 DAYS.**

**FEE SCHEDULE**

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

**FILING FEE**.....\$ 10.00

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

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



STATE OF MAINE

Dated at: \_\_\_\_\_, Maine \_\_\_\_\_ ss  
City/Town (County)

On: \_\_\_\_\_  
Date

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

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

THIS APPROVAL EXPIRES IN 60 DAYS

NOTICE – SPECIAL ATTENTION

§ 653. Hearings; bureau review; appeal

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

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

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

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

[1993, c730, §27 (amd).]

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

- A. [1993, c.730, §27 (rp).]

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

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

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



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

<b>For Office Use Only:</b>
License #: _____
Date Filed: _____

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

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

- Exact legal name:  
Tasty Thai, Inc
- Other business name for your entity (DBA), if any:  
Tasty Thai Restaurant
- Date of filing with the Secretary of State: 11/16/2015
- State in which you are formed: Kittery ME
- If not a Maine business entity, date on which you were authorized to transact business in the State of Maine: \_\_\_\_\_
- List the name and addresses for previous 5 years, birth dates, titles of officers, directors and list the percentage ownership: (attached additional sheets as needed)

Name	Address for Previous 5 years	Date of Birth	Ownership %
Allan I Pechner Jr.	399 Maplewood Ave Portsmouth NH 03801	05/21/71	100

- Is any principal person involved with the entity a law enforcement official?  
 Yes  No

8. If Yes to Question 7, please provide the name and law enforcement agency:

---

Name: \_\_\_\_\_ Agency: \_\_\_\_\_

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

Yes  No

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

Name: \_\_\_\_\_

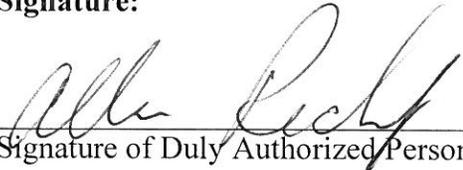
Date of Conviction: \_\_\_\_\_

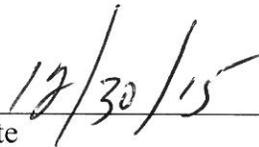
Offense: \_\_\_\_\_

Location of Conviction: \_\_\_\_\_

Disposition: \_\_\_\_\_

**Signature:**

  
Signature of Duly Authorized Person

  
Date

  
Print Name of Duly Authorized Person

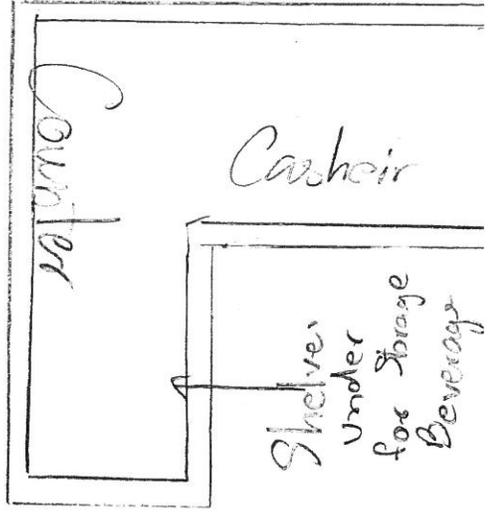
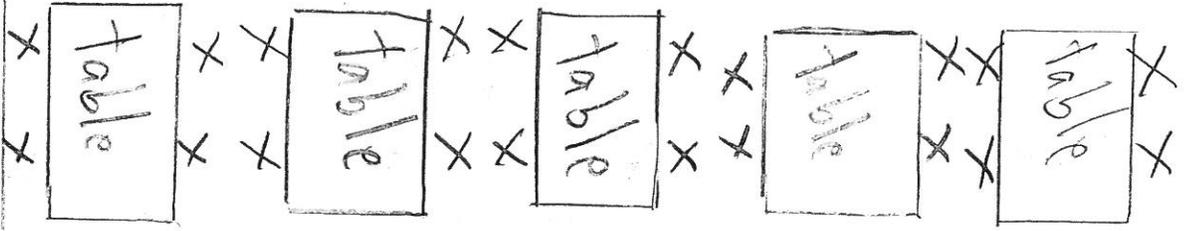
---

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

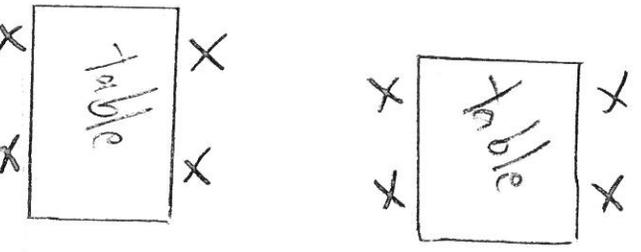
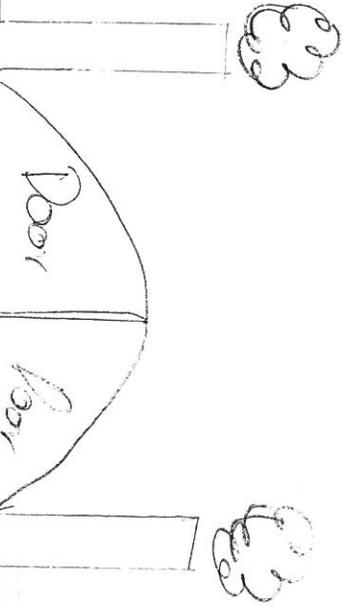
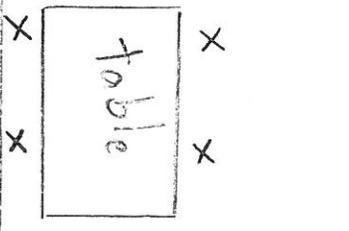
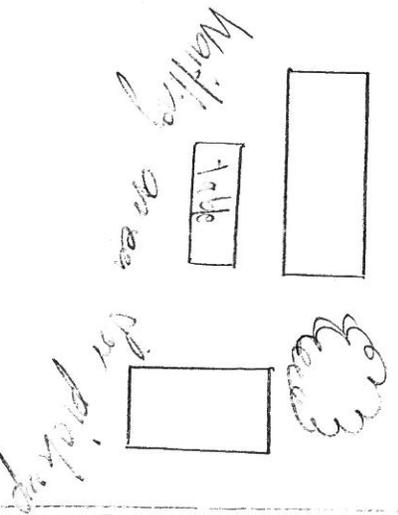
Submit Completed Forms To: Bureau of Alcoholic Beverages and Lottery  
Operations Division of Liquor Licensing Enforcement  
8 State House Station Augusta, Me 04333-0008  
Telephone Inquiries: (207) 624-7220  
Fax: (207) 287-3434  
Email Inquiries: [MaineLiquor@Maine.gov](mailto:MaineLiquor@Maine.gov)

---

Men's Restroom  
Women's Restroom



32 Seats



Tasty Thai

Restaurant

Kitchen Tasty Thai

Wall

Wall

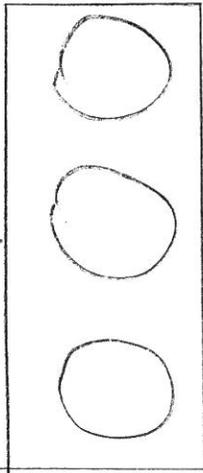
STILL WATER

SHUTTERS

Beverage Cooler

Fry-Flayer

Stove X X X X



Deli Cooler

PREP.

Freezer

Wall

Wall

Wall

Sink

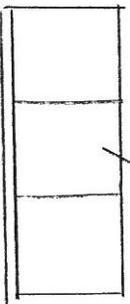
Wall

Wall

Dish Washer

Sink

Ice Machine



3 Bay Sink

Dry Storage

Freezer

Freezer

Refrigerator



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

---

**REPORT TO TOWN COUNCIL**

---

Meeting Date: January 11, 2016  
From: Nancy Colbert Puff *ncp*  
Subject: Non-Union Employee Health Insurance Options

---

**EXECUTIVE SUMMARY**

The Town is able to offer up to 3 health insurance plans through Maine Municipal Employees Health Trust (MMEHT) to its non-union personnel (department heads & confidential employees – 9 enrolled at present). Currently the Town offers two Point of Service (POS) plans, and one Preferred Provider Organization (PPO) plan.

Historically, employees predominantly enrolled in the POS A plan, which is considered a “cadillac” plan due to its high cost and comprehensive coverage, with no deductible and limited co-insurance and co-pay requirements for subscribers. Kittery is one of the very few municipalities in the State that continues to offer this plan, and MMEHT has warned that they will be removing POS A from their offerings in the near future.

To encourage employees to switch from the POS A coverage to the PPO 500 plan, I would like to offer a Health Reimbursement Account (HRA) to those who will make the change. The HRA would be used to cover co-insurance and deductible charges under the new plan. Funding for the HRA would come from the existing health insurance line items.

**STATEMENT OF NEED**

Kittery’s non-union employees are largely subscribed in an expensive health insurance plan that is costly to both the Town and the employee. MMEHT has warned the plan will no longer be offered in the near future.

To assist employees in the transition from the plan to which they have become accustomed, I would like to offer an HRA account that will make enrollment in the PPO 500 plan very attractive. Through the use of the HRA, plan coverage is arguably superior to that provided through the POS A. Both the Town and the employee will experience significant savings as a result.

**BACKGROUND**

The Town provides health insurance as a benefit to non-union employees pursuant to Town Code 2.3.17.17. The Town pays for 80% of the premium, and the employee covers the remaining 20%. No specific plan is noted as part of the Code, as MMEHT plan offerings may change annually. In recent years, and partially in response to the Affordable Care Act, MMEHT and many Maine municipalities have sought to offer more affordable plans to employees. MMEHT currently offers 2 POS plans and 5 PPO plans.

**FACTS BEARING ON THE EQUATION**

Health care costs have been rising out of proportion to other operational costs (average annual increase over 6 years = 8%), and represent a major cost in the Town’s overall budget (~9% in 2016).

We have received notice that MMEHT rates for the POS A and POS C plans will increase by 6.25% as of January 1, 2016. This translates into the Town paying more than \$10,000 more in premiums over 2015. Employees will also see their share of costs increase over \$300/employee for family coverage. Below is a look at the comparative annual costs for each plan.

MMEHT 2016 Annual Premiums	POS A	POS C	PPO500
Employee	\$12,778	\$ 11,245	\$ 9,416
Employee Plus 1	\$28,663	\$ 25,223	\$ 21,121
Employee w/Children	\$20,850	\$ 18,348	\$ 15,364
Family	\$28,663	\$ 25,223	\$ 21,121

Next is a look at the annual savings/employee based upon a shift from POS A to PPO 500 coverage:

Annual Savings compared w/POS A			
PPO 500	Town	Employee	Total
Employee*	\$ 2,690	\$ 672	\$ 3,362
Plus 1	\$ 6,033	\$ 1,508	\$ 7,542
Emp w/Kids	\$ 4,389	\$ 1,097	\$ 5,486
Family*	\$ 6,033	\$ 1,508	\$ 7,542

\* With the PPO 500 HRA funded at 100% of the deductible (\$1,500/single; \$3,000/family), the Town can maintain savings in the range of \$1,190 and \$3,043 per employee, and employees will experience a premium savings of \$672 to \$1,508. A base fee of \$5.50/employee to administer the HRA and an annual \$500 flat fee will also be charged to the Town (~\$1,094, depending upon enrollment).

HRA deductibles are able to “roll over” each year; as a result, the Town may experience greater savings into the future if deductibles are not fully spent.

**CURRENT SITUATION**

MMEHT needs 1 month notice in order to set up the HRA. After notice is given, open enrollment for employees will take place.

**PROPOSED SOLUTION/RECOMMENDATION**

Town Council approves the Town Manager’s proposal to offer a funded HRA with the PPO 500 plan.

**RATIONALE FOR THE PROPOSED SOLUTION (INCLUDING COSTS)**

Savings for both the Town and the employee will result if employees opt for PPO 500 coverage. Costs are \$1,500/employee for an HRA associated with a single plan, and \$3,000/employee for a family plan, plus annual administrative fees (\$500, plus \$5.50/employee).