

015



# TOWN OF KITTERY

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

November 28, 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 – 11/14/16 Regular Meeting
8. Interviews for the Board of Appeals and Planning

Planning Board: (3 positions available)  
 Marissa Day – new appointment until 11/30/19  
 Ann Grinnell - re-appointment until 11/30/19  
 Robert Harris - re-appointment until 11/30/19

9. All items involving the town attorney, town engineers, town employees or other town consultants or requested officials.

a. (110216-1) The Kittery Town Council moves, pursuant to Council Rules Section 10, to suspend the rule of Robert's Rules of Order governing the conduct of meetings, in order to modify the order of conduct of these hearings in the due form of quasi-judicial proceedings.

b. (110216-2) The Kittery Town Council moves to hold Assessment Hearings for the following applicants:

1. GLENNIS WRIGHT
2. DOW HIGHWAY PROPRTIES, LLC – MIKE PHILLIPS

10. PUBLIC HEARINGS

a. (110216-3) The Kittery Town Council moves to hold a public hearing on an application from First Serve Hospitality Group, 326, US Route 1, Kittery for a Victualer's License for Robert's Maine Grill, 326 US Route 1.

b. (110216-4) The Kittery Town Council moves to hold a public hearing on a multi-year contract with I Am Responding.

11. DISCUSSION

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

12. UNFINISHED BUSINESS

13. NEW BUSINESS

- a. Donations/gifts received for Council disposition

(110216-5) The Kittery Town Council moves to accept a donation in the amount of \$80.00 from Kenneth M. Bonnell for the Thresher Memorial Fund to be deposited in account #5007-43600Thresher Memorial Fund.

- b. (110216-6) The Kittery Town Council moves to approve the disbursement warrants.

c. (110216-7) The Kittery Town Council moves to approve an application from First serve Hospitality Group, c/o David Ballu, Attorney, 408 US Route 1, 2<sup>nd</sup> Floor, York, Maine for a Malt, Spirituous and Vinus Liquor License for Robert's Maine Grill, 326 US Route 1.

d. (110216-8) The Kittery Town Council moves to appoint a representative to meet with a member of the Open Space Advisory Committee to interview Dana Kimball for his appointment to that board.

e. (110216-9) The Kittery Town Council moves to appoint a representative to meet with the Chair of the Shellfish Conservation Committee to interview Daniel M. O'Reilly for his re-appointment to that board until 12/31/19.

f. (110216-10) The Kittery Town Council moves to appoint a representative to meet with a member of the Rice Public Library Board of Trustees to interview Dianne Fallon for her appointment to that board.

g. (112016-11) The Kittery Town Council moves to appoint a representative to meet with a member of the CIP Committee to interview Jeffrey Clifford for his appointment to that board.

- h. (110216-12) The Kittery Town Council moves to amend and adopt is rules for the ensuing year.

i. (110216-13) The Kittery Town Council moves to appoint Maryann Place as acting Town Manager from December 3<sup>rd</sup> through December 11<sup>th</sup> during the Town Manager's absence.

14. COUNCILOR ISSUES OR COMMENTS

15. COMMITTEE AND OTHER REPORTS

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

16. EXECUTIVE SESSION

17. ADJOURNMENT





Kendra Amaral  
Town Manager

**TOWN OF KITTERY**  
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**Town Manager's Report to the Town Council**  
**November 28, 2016**

- 1. Sewer Betterment Status:** Of the 153 accounts related to the 2015 Sewer Betterment project, action has occurred on approximately 130. Please see the breakdown below for additional detail.

<b>Assessment</b>	<b># of Accounts</b>
Paid in Full	27
Payment Plan	68
Deferred	4
Total	99
Total Paid in Full	\$ 175,660
<b>Connection Requirement</b>	<b># of Accounts</b>
Connected	37
Deferred	30
Exempt	6
Total	73

These figures are approximations as activity on the accounts is occurring daily.

We have three requests for arbitration hearings. To ensure a consistent process in forming the panels and scheduling the arbitrations, the Town Clerk will be assisting the arbitrators. The Town will not engage in advising the arbitration panel on who to select as additional panelists or how to conduct the hearings, as I expect to have Town representation at the hearings. The panelists will receive a copy of the relevant MRS, Town Code, and other information as will assist them in their efforts.

- 2. Promotion of Michael Morris to DPW Foreman** – Congratulations to Michael Morris, who was recently promoted to DPW Foreman. Mr. Morris has been with the Town for 8 years serving most recently as a driver/laborer in Highway. He demonstrated a strong aptitude for the position and commitment to Kittery while serving as Interim Foreman. We congratulate him on this promotion and wish him great success as he advances his career with us.
- 3. Staff Recognition – Service Awards (See attached)**

4. **7 MRS 417 Marijuana Legalization Act** – The Maine’s Secretary of State Office has confirmed that a recount will occur on Ballot Question 1 legalizing the possession, use, manufacturing and retail sale of marijuana. A schedule has yet to be announced for the recount, however if passed, the law will go into effect January 7, 2017.

In Kittery, the voters approved the measure 3,450 in the affirmative to 2,171 in the negative and 127 blanks.

If certified as approved, the Town must determine whether or not to allow retail marijuana establishments and social clubs in Kittery. It does not appear from the law that the Town can prevent personal use and possession.

I am seeking Council direction on whether it wishes the administration to develop draft ordinance(s) that prohibit outright or permit with conditions retail marijuana establishments and social clubs, inclusive of retail marijuana stores, retail marijuana cultivation facilities, retail marijuana products manufacturing facilities and retail marijuana testing facilities.

It will take some time to develop a thorough analysis of the law and propose ordinance language. The law as written will require the state to issue regulations within nine months of its effective date. I am also seeking advice from legal counsel relative to 7 MRS 417 §2447 and §2449 (see attached) and whether these sections allow the municipality to reject any applications that may be fielded with or without adoption of local regulations.

Finally, we are planning to approve with conditions a business use change for a Medical Marijuana caregiver use in Commercial Zone 3 along the Bypass. This application was in process prior to the election. The applicant will be going to the Board of Appeals next. All relevant documentation and communications will be clear that the application is being reviewed for medical marijuana only, and that any approvals and/or conditions established do not imply approval for future potential retail use.

The moratorium option is available to the Town if deemed needed. The moratorium can be established at any time, and has a six-month limit. It may be renewed for an additional six months. I would recommend holding that as a future option if the Town needs to additional time beyond the built-in delays. We will develop a draft moratorium ordinance to be ready for Council implementation. It can be exercised if and when it is deemed needed.

Respectfully Submitted



Kendra Amaral

Town Manager

## **Employee Years of Service Awards:**

### **5 Year Award**

David Evans – David works as an operator at the Resource Recovery Center for the Department of Public Works and began working for the Town on October 4, 2011. Congratulations on 5 years of service with the Town!

Danny Smith – Danny works at the Highway Department as an operator for the Department of Public Works and began working for the Town on October 17, 2011. Congratulations on 5 years of service with the Town!

### **10 Year Award**

Robert Hames – Robbie works as an operator at the Highway Department for the Department of Public Works and began working for the Town on October 16, 2006. Congratulations on 10 years of service with the Town!

### **30 Year Award**

Fred Dixon – Fred works as an operator at the Highway Department for the Department of Public Works and began working for the Town on October 14, 1986. Congratulations on 30 years of service with the Town!

## Relevant Sections of 7 MRS 417

### §2447. License application and issuance

An application for a license under the provisions of this chapter must be made to the state licensing authority on forms prepared and furnished by the state licensing authority and must set forth such information as the state licensing authority may require to enable the state licensing authority to determine whether a license should be granted. The information must include the name and address of the applicant and the names and addresses of the applicant's officers, directors or managers. Each application must be verified by the oath or affirmation of such person or persons as the state licensing authority may prescribe. The state licensing authority may issue a license to an applicant pursuant to this section upon completion of the applicable criminal history record check associated with the application. The license is conditioned upon municipal approval. An applicant is prohibited from operating a retail marijuana establishment or retail marijuana social club without state licensing authority and municipal approval. If the applicant does not receive municipal approval within one year from the date of state licensing authority approval, the license expires and may not be renewed. If an application is not approved by the municipality, the state licensing authority shall revoke the license.

*[Additional specific criteria and steps in the licensing process for the state follow the above.]*

The state licensing authority shall issue or renew a license to operate a retail marijuana establishment or retail marijuana social club to an applicant who meets the requirements of the state licensing authority, which must include a review of the site plan, operating plan and relevant experience in the marijuana industry in this State, as set forth in rule, within 90 days of the date of receipt of the application unless:

- (1) The state licensing authority finds the applicant is not in compliance with this section or rules adopted by the state licensing authority;
- (2) The state licensing authority is notified by the relevant municipality that the applicant is not in compliance with an ordinance, rule or regulation in effect at the time of application;

or

- (3) The number of retail marijuana establishments or retail marijuana social clubs allowed in the municipality has been limited pursuant to local ordinance or is limited by subsection 7 and the state licensing authority has already licensed the maximum number of retail marijuana establishments or retail marijuana social clubs allowed in the municipality for the class of license that is sought.

\*\*\*\*\*

### §2449. Local licensing

**1. Municipality may regulate retail marijuana establishments and retail marijuana social clubs.** A municipality may regulate the location and operation of retail marijuana establishments and retail marijuana social clubs pursuant to Title 30-A, chapter 187, subchapter

3. A municipality may adopt and enforce regulations for retail marijuana establishments and retail marijuana social clubs that are at least as restrictive as the provisions of this chapter and any rule adopted pursuant to this chapter. Nothing in this chapter prohibits the registered voters of a municipality from calling for a vote on any regulations adopted by a municipal legislative body.

**2. Municipal approval required.** A retail marijuana establishment or retail marijuana social club may not operate until it is licensed by the state licensing authority pursuant to this chapter and approved by the municipality in which it is located. If an application is denied by the municipality, the licensee has 90 days to locate and obtain legal interest in another property in a municipality that approves of the retail marijuana establishment or retail marijuana social club before the license is revoked.

**3. Notice and portion of fee must be given to municipality.** When the state licensing authority receives an application for original licensing, or renewal of an existing license, for any retail marijuana establishment or retail marijuana social club, the state licensing authority shall, within 7 business days, provide a copy of the application and 50% of the licensing fee to the municipality in which the establishment or club is to be located. The municipality shall determine whether the application complies with the local land use ordinance and any other restrictions on time, place, manner and the number of marijuana businesses within the municipality. The municipality shall inform the state licensing authority whether the application complies with the local land use ordinance and other local restrictions.

**4. Municipality may impose licensing requirement.** A municipality may impose a separate local licensing requirement as a part of its restrictions on time, place, manner and the number of marijuana businesses. A municipality may decline to impose any local licensing requirements, but a municipality shall notify the state licensing authority that it either approves or denies each application forwarded to it within 14 business days.

**5. Public hearing notice.** The following provisions govern local public hearings and notice.

A. If a municipality issues local licenses for a retail marijuana establishment or retail marijuana social club, a public hearing on the application may be scheduled. If the municipality schedules such a hearing, it shall post and publish public notice of the hearing not less than 10 days prior to the hearing. The municipality shall give public notice by posting a sign in a conspicuous place on the premises identified in a local license application and by publication in a newspaper of general circulation in the **county** in which the premises are located.

B. If a municipality does not issue local licenses, the municipality may give public notice of the state application by posting a sign in a conspicuous place on the premises identified in the application and by publication in a newspaper of general circulation in the county in which the premises are located.

- 1 1. Call to Order
- 2 Chairperson Beers called the meeting to order at 7:00 p.m.
- 3 2. Introductory
- 4 Chairperson Beers read the introductory.
- 5 3. Pledge of Allegiance
- 6 Chairperson Beers led those present in the Pledge of Allegiance.
- 7 4. Oath of Office to Newly Elected Officials
- 8 Town Clerk Maryann Place conducted the oath of office to newly elected officials: Jeffrey  
9 Pelletier and Charles Denault.
- 10 5. Roll Call
- 11 Answering the roll call were Chairperson Gary Beers, Vice Chairperson Charles Denault,  
12 Councilors Frank Dennett, Jeffrey Pelletier, Kenneth Lemont, Judith Spiller, and Jeffrey  
13 Thomson.
- 14 6. The Kittery Town Council moves to elect a Chairperson for the ensuing year.
- 15 **A MOTION WAS MADE BY COUNCILOR THOMSON TO NOMINATE COUNCILOR**  
16 **PELLETIER AS CHAIRPERSON FOR THE ENSUING YEAR, SECONDED BY**  
17 **COUNCILOR SPILLER. THE MOTION FAILED TO PASS BY A ROLL CALL VOTE**  
18 **2/5/0, WITH COUNCILORS LEMONT, DENAULT, DENNETT, BEERS, AND**  
19 **PELLETIER OPPOSED.**
- 20 **A MOTION WAS MADE BY COUNCILOR DENAULT TO NOMINATE COUNCILOR**  
21 **BEERS AS CHAIRPERSON FOR THE ENSUING YEAR, SECONDED BY**  
22 **COUNCILOR LEMONT. THE MOTION PASSED BY A ROLL CALL VOTE 4/3/0,**  
23 **WITH COUNCILORS PELLETIER, THOMSON, SPILLER OPPOSED.**
- 24 7. The Kittery Town Council moves to elect a Vice-Chairperson for the ensuing year.
- 25 **A MOTION WAS MADE BY COUNCILOR BEERS TO NOMINATE COUNCILOR**  
26 **DENAULT AS VICE-CHAIRPERSON FOR THE ENSUING YEAR, SECONDED BY**  
27 **COUNCILOR LEMONT. THE MOTION PASSED BY A ROLL CALL VOTE 4/3/0,**  
28 **WITH COUNCILORS SPILLER, PELLETIER, AND THOMSON OPPOSED.**
- 29 **A MOTION WAS MADE BY COUNCILOR SPILLER TO ELECT COUNCILOR**  
30 **PELLETIER AS VICE-CHAIRPERSON FOR THE ENSUING YEAR, SECONDED BY**  
31 **COUNCILOR THOMSON. THE MOTION FAILED TO PASS BY A ROLL CALL**  
32 **VOTE 3/4/0, WITH COUNCILORS LEMONT, DENNETT, DENAULT, AND BEERS**  
33 **OPPOSED.**
- 34 8. Agenda Amendment and Adoption

35 Chairperson Beers requested to add Councilor Issues and Comments as Item 17 and renumber  
36 the subsequent agenda items in sequential order.

37 Chairperson Beers requested to add Item 16g to read as follows: “The Kittery Town Council  
38 moves to schedule two sewer assessment hearings for November 28, 2016 and declares the time  
39 period for filing further requests closed.”

40 Agenda was adopted, as amended.

41 9. Town Manager’s Report

42 Town Manager Amaral reviewed her written report.

43 **Transition** – Town Manager Amaral thanked the Council, staff, residents, businesses and all of  
44 the boards and commission members for a warm and informative welcome to Kittery. She  
45 mentioned her gratitude for Carol Granfield’s diligent efforts that helped to provide a smooth  
46 transition.

47 **Election** – Town Manager Amaral thanked Town Clerk Maryann Place, staff, election workers,  
48 the Police Department, and all other support staff and volunteers for their efforts at the 2016  
49 Election. They all worked countless hours and she congratulated them for a job well done.

50 **Sewer Hearings** – The property at 37 Route 236, owner Ladyslipper, LLC, was assessed at  
51 thirteen units, which was carried over to the sewer betterment calculation.

52 There was nothing found in past records of situations where the Town has committed to  
53 relocations or additions as requested. After discussion with the Sewer Department, it was  
54 determined that an adequate amount of opportunity was provided to the owner to specify  
55 preferred location of the hub prior to construction. For that, the request to relocate the stub was  
56 denied.

57 **Speed Trailer Capabilities** – After talking with Chief Soucy, there are considerations to be had  
58 for using the speed display component as it can impact behavior, thus, affecting the data  
59 collected. There are benefits to the pole mounted device since it is discreet and more likely to  
60 collect data that reflects actual conditions. Both pieces of equipment are useful and will be  
61 deployed appropriately.

62 **Boy Scout Fort Foster** – The request for an overnight camp scheduled for November 5<sup>th</sup> was  
63 received on the Thursday prior. Typically, this type of request is approved by Council  
64 beforehand. The Boy Scout Troop ultimately ended up using an alternative location. However,  
65 there were opportunities identified to streamline the process for future requests.

66 **Memorial Circle** – The project is scheduled for upcoming season and there were concerns raised  
67 regarding the potential impact on traffic in the morning and afternoon. Town Manager Amaral  
68 met with the Fire Chief, Police Chief, Town Planner, and the Commissioner to discuss ways to  
69 mitigate the potential traffic. The Town will require to approve the traffic management plans and  
70 signage before construction begins.

71 **Resource Recovery Facility** – Further information will be provided regarding enhancing  
72 monitoring at the Resource Recovery Facility.

- 73 **Council Chamber Chairs** – Staff is in the process of obtaining quotes for replacing the broken  
74 chairs in both Council Chambers and the conference rooms.
- 75 **Acting Town Manager** – An Acting Town Manager will be appointed during Town Manager  
76 Amaral’s absence on December 3<sup>rd</sup> through 11<sup>th</sup>.
- 77 **MTCTA Tax and Collection Law** – Town Manager Amaral will be attending a workshop on  
78 Municipal Law for Tax Collectors and Treasurers on November 16<sup>th</sup> in Augusta.
- 79 Town Manager Amaral reviewed an item not included in her written report.
- 80 **Ballot Initiatives** – The State has still not issued a call for Question 1 regarding the act to  
81 legalize marijuana, which is projected to be approved. Staff is in the process of reviewing the  
82 current ordinance in land use and general inhabitant ordinances for gaps, inconsistencies, and  
83 overlap with the upcoming State law. The State has nine months to issue regulation. Town  
84 Manager Amaral is seeking guidance from Council as to how the Town should plan to control  
85 the State law.
- 86 **Minimum wage** – After an analysis of current staff wages, it was determined that there are no  
87 employees below minimum wage. There are a couple of employees that would be raised to the  
88 new wage effective January 1<sup>st</sup>.
- 89 **Zip ties** – In response to Councilor Spiller’s concerns raised regarding the zip ties at Sea Point  
90 and Crescent Beach, Kelly Philbrook believed that the zip ties were attributed to Atlantic whale  
91 marking. Further information will be provided.
- 92 Councilor Lemont noted that red zip ties are for Atlantic whale marking.
- 93 Councilor Lemont felt that it is important to start sooner than later in response to the State law  
94 that would legalize marijuana. He noted that the Town would have the ability to introduce a  
95 moratorium and there is a potential risk for conceivably grandfathered rights without doing so.  
96 Chairperson Beers explained that a moratorium lasts six months and can be extended for six  
97 months. However, no licensing authority can be had until the State license agency is established,  
98 which will take about nine months. In discussion with Town Manager Amaral, it is fair to give  
99 staff time to formulate a position and return to Council at the earliest opportunity for discussion  
100 and attention to the matter.
- 101 Councilor Spiller noted that only clear, plastic zip ties were identified at the beach cleanup.
- 102 10. Acceptance of Previous Minutes
- 103 Regular Meeting – October 24, 2016  
104 The minutes were adopted, as presented.
- 105 Special Meeting – October 25, 2016  
106 The minutes were adopted, as presented.
- 107 11. Interviews for the Board of Appeals and Planning – None.
- 108 12. All items involving the town attorney, town engineers, town employees or other town  
109 consultants or requested officials. – None.

110 13. PUBLIC HEARINGS

111 a. (110116-1) The Kittery Town Council moves to hold a public hearing on a multi-year  
112 contract with MSDSONline.

113 Chairperson Beers explained that the multi-year contract with MSDSONline provides the Town  
114 access to material safety data sheets electronically.

115 Chairperson Beers opened the floor for public comment. Hearing none; Chairperson Beers  
116 closed the public hearing.

117 **A MOTION WAS MADE BY COUNCILOR THOMSON TO ORDAIN IN**  
118 **ACCORDANCE WITH TITLE 30A M.R.S. §3001 AND THE KITTELY TOWN**  
119 **CHARTER SECTION 2.07(3) AND 6.11(2) TO INSTRUCT THE TOWN MANAGER TO**  
120 **EXECUTE THIS THREE-YEAR ONLINE SAFETY DATA SHEET SYSTEM**  
121 **CONTRACT AGREEMENT WITH MSDSONLINE, SECONDED BY COUNCILOR**  
122 **SPILLER.**

123 Town Manager Amaral clarified to Councilor Dennett that the rate would increase in year two  
124 and year three, if the Town were to enter into a one-year contract. For a three-year contract, the  
125 pricing is fixed each year at \$3,749.

126 Councilor Dennett noted that the master subscription agreement was made available online, not  
127 in paper form. Town Manager Amaral replied that MSDSONline would be entering into the  
128 Town's terms and conditions.

129 **THE MOTION MADE BY COUNCILOR THOMSON WAS AMENDED TO INCLUDE**  
130 **THE TOWN MANAGER IS PERMITTED TO ENTER INTO THE TOWN'S**  
131 **CONTRACT WITH MSDSONLINE, SECONDED BY COUNCILOR SPILLER.**

132 **THE MOTION PASSED BY A UNANIMOUS ROLL CALL VOTE 7/0/0.**

133 14. DISCUSSION

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

135 Holly Zurer, Government Street

136 Ms. Zurer expressed concerns that the Chairperson and Vice-Chairperson selection appeared as  
137 pre-decided. She encouraged the Council to work more effectively, cooperatively, and with more  
138 clarity.

139 b. Response to public comment directed to a particular Councilor – None.

140 c. Chairperson's response to public comments

141 Ms. Zurer – The concept of working together is of everyone's interest and all are dedicated to  
142 improving.

143 15. UNFINISHED BUSINESS – None.

144 16. NEW BUSINESS

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

146 b. (110116-2) The Kittery Town Council moves to approve the disbursement warrants.

147 Town accounts payable of \$358,823.11.

148 Town accounts payable of \$13,591.74.

149 Sewer account payable of \$25,584.18.

150 School accounts payable of \$587,444.18.

151 Total of all disbursement warrants of \$985,443.21.

152

153 Councilor Dennett stated that the Town and Sewer warrants are in order. Councilor Lemont that  
154 the School warrants are in order.

155 **A MOTION WAS MADE BY COUNCILOR THOMSON TO APPROVE THE**  
156 **DISBURSEMENT WARRANTS, SECONDED BY COUNCILOR SPILLER. THE**  
157 **MOTION PASSED BY A UNANIMOUS VOICE VOTE 7/0/0.**

158 c. (110116-3) The Kittery Town Council moves to adopt its current rules for the ensuing  
159 year.

160 **A MOTION WAS MADE BY COUNCILOR DENNETT TO ADOPT ITS CURRENT**  
161 **RULES FOR THE ENSUING YEAR, SECONDED BY VICE CHAIRPERSON**  
162 **DENAULT.**

163 Councilor Thomson requested to amend the motion to remove Item B under Section Fifteen  
164 regarding the Ordinance Review Committee. It came into existence for a variety of reasons and it  
165 is an appropriate time to remove the Committee with the advent of a new Town Manager.

166 **A MOTION WAS MADE BY COUNCILOR THOMSON TO REMOVE ITEM B UNDER**  
167 **SECTION FIFTEEN IN ITS ENTIRETY, SECONDED BY CHAIRPERSON BEERS.**

168 Councilor Thomson felt that the ordinance review is the job of administration.

169 Councilor Dennett noted that the motion is not in order since the rules may not be suspended,  
170 adopted, without notice to the regular meeting. Councilor Thomson felt that any amendments  
171 and changes can be made at this time for adopting rules for the ensuing year.

172 Councilor Spiller noted in the past the changes have been made in the current meeting.

173 Vice Chairperson Denault supported postponing the change until the next meeting to allow for  
174 the opportunity for further review.

175 The Council reached consensus to make no action on the item to allow the revision requested by  
176 Councilor Thomson to be submitted in writing before the next regular meeting.

177 **A MOTION WAS MADE BY CHAIRPERSON BEERS TO POSTPONE THE**  
178 **ADOPTION OF ITS CURRENT RULES FOR THE ENSUING YEAR TO THE**  
179 **NOVEMBER 28, 2016 REGULAR MEETING, SECONDED BY VICE CHAIRPERSON**  
180 **DENAULT. THE MOTION PASSED BY A UNANIMOUS ROLL CALL VOTE 7/0/0.**

181 d. (110116-4) The Kittery Town Council moves to appoint Council members to On-

182 going, Standing, Ad hoc and Council Committees.

183 The Council discussion changes to On-going, Standing, Ad hoc and Council Committees as  
184 follows:

- 185 • Replace Councilor Lemont with Councilor Pelletier from the Warrant Review – School  
186 Expense
- 187 • Continue Russell White on the Comprehensive Plan Update Committee
- 188 • Replace Russell White with Councilor Spiller on the Open Space Advisory Committee
- 189 • The Safford School Preservation Committee could be removed with a recommendation to  
190 be handled through a newly formed body
- 191 • The Shared Services Committee could be removed as it is inactive
- 192 • Add Councilor Pelletier to the Education Scholarship Selection Committee
- 193 • Replace Russell White with Councilor Lemont from the Warrant Review – Municipal  
194 Employee Wages & Benefits
- 195 • Replace Councilor Thomson with Councilor Spiller from the Economic Development  
196 Committee
- 197 • Add Vice Chairperson Denault to the Warrant Review – Municipal Expense
- 198 • The Eliot Sewer Committee could be removed as it is inactive
- 199 • Add Chairperson Beers to Capital Improvement Plan Committee

200 e. (110116-5) The Kittery Town Council moves to authorize the Town Manager to close  
201 departments with the exception of essential personnel, the day after Thanksgiving, November 25,  
202 2016, with the understanding that employees will use their personal accumulated time.

203 **A MOTION WAS MADE BY COUNCILOR THOMSON TO AUTHORIZE THE TOWN**  
204 **MANAGER TO CLOSE DEPARTMENTS WITH THE EXCEPTION OF ESSENTIAL**  
205 **PERSONNEL, THE DAY AFTER THANKSGIVING, NOVEMBER 25, 2016, WITH THE**  
206 **UNDERSTANDING THAT EMPLOYEES WILL USE THEIR PERSONAL**  
207 **ACCUMULATED TIME, SECONDED BY VICE CHAIRPERSON DENAULT. THE**  
208 **MOTION PASSED BY A UNANIMOUS ROLL CALL VOTE 7/0/0.**

209 f. (110116-6) The Kittery Town Council moves to schedule a public hearing for  
210 November 28, 2016, on a multi-year contract with I Am Responding.

211 **A MOTION WAS MADE BY COUNCILOR THOMSON TO SCHEDULE A PUBLIC**  
212 **HEARING FOR NOVEMBER 28, 2016, ON A MULTI-YEAR CONTRACT WITH I AM**  
213 **RESPONDING, SECONDED BY CHAIRPERSON BEERS. THE MOTION PASSED BY**  
214 **A UNANIMOUS VOICE VOTE 7/0/0.**

215 g. (110116-7) The Kittery Town Council moves to schedule two sewer assessment  
216 hearings for November 28, 2016 and declares the time period for filing further hearing requests  
217 closed.

218 **A MOTION WAS MADE BY COUNCILOR DENNETT TO SCHEDULE TWO SEWER**  
219 **ASSESSMENT HEARINGS FOR NOVEMBER 28, 2016 AND DECLARES THE TIME**  
220 **PERIOD FOR FILING FURTHER HEARING REQUESTS CLOSED, SECONDED BY**  
221 **VICE CHAIRPERSON DENAULT. THE MOTION PASSED BY A UNANIMOUS**  
222 **VOICE VOTE 7/0/0.**

223 17. COUNCILOR ISSUES OR COMMENTS

224 Councilor Dennett asked Town Clerk Maryann Place for the casted vote counts. She expected to  
225 be making that information publicly available soon.

226 Councilor Dennett noted that the Water District sent out legal notices regarding increased rates  
227 effective January 1, 2017 by 3%, except for governmental and municipal customers at 8.49%. He  
228 requested that the Town Manager provide further information as to the determination for that  
229 increase.

230 Councilor Pelletier thanked the Town Clerk and staff for their efforts at the 2017 Election.

231 Councilor Spiller mentioned the positive compliments she has received regarding the work of  
232 Department of Public Works and Fort Foster staff.

233 Councilor Spiller suggested whether the Chairperson and Vice Chairperson would be interested  
234 in meeting with the Town Manager to review internal process improvement. Chairperson Beers  
235 and Vice Chairperson Denault concurred.

236 Vice Chairperson Denault thanked Russell White for his help over the past three years.

237 Vice Chairperson Denault thanked Maryann Place for her efforts at the 2017 Election. He did not  
238 receive any complaints about parking.

239 Vice Chairperson Denault thanked the public for being elected and appreciated the help from  
240 Councilor Lemont.

241 Chairperson Beers thanked the former Planning Board chair and former Councilor, Russell  
242 White, for his many years of service and dedication to the Town.

243 Chairperson Beers welcomed Councilor Pelletier and congratulated Vice Chairperson Denault.

244 18. COMMITTEE AND OTHER REPORTS

245 a. Communications from the Chairperson – None.

246 b. Committee Reports

247 Councilor Spiller stated the York River Study Committee will be meeting on November 22, 2016  
248 at 5:30 at the Grand House in York.

249 Councilor Thomson noted the work has been completed in the annex of the Kittery Community  
250 Center. The two S.A.F.E rooms have been moved behind the newly built wall in the hallway and  
251 there is a new card entry access system. The two vacated rooms in the main hallway will be  
252 repurposed for rentals.

253 19. EXECUTIVE SESSION

254 a. (110116-7) The Kittery Town Council moves to go in to Executive Session with the  
255 Town Manager and Town Attorney in accordance with 1 M.R.S. §405 (6) (E) to discuss sewer  
256 easements related to the 2015 Sewer project.

257 A MOTION WAS MADE BY COUNCILOR DENNETT TO GO IN TO EXECUTIVE  
258 SESSION AT 7:56 P.M. WITH THE TOWN MANAGER AND TOWN ATTORNEY IN  
259 ACCORDANCE WITH 1 M.R.S. §405 (6) (E) TO DISCUSS SEWER EASEMENTS  
260 RELATED TO THE 2015 SEWER PROJECT, SECONDED BY VICE CHAIRPERSON  
261 DENAULT. THE MOTION PASSED BY A UNANIMOUS ROLL CALL VOTE 7/0/0.

262 A MOTION WAS MADE BY CHAIRPERSON BEERS TO COME OUT OF  
263 EXECUTIVE SESSION AT 8:15 P.M., SECONDED BY COUNCILOR THOMSON. THE  
264 MOTION PASSED BY A UNANIMOUS ROLL CALL VOTE 7/0/0.

265 20. ADJOURNMENT

266 A MOTION WAS MADE BY COUNCILOR THOMSON TO ADJOURN THE MEETING  
267 AT 8:16 P.M., SECONDED BY COUNCILOR SPILLER. THE MOTION PASSED BY A  
268 UNANIMOUS VOICE VOTE 7/0/0.

269 Submitted by Marissa Day, Minutes Recorder, on November 21, 2016.

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



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NOV 21 2016

# TOWN OF KITTERY, MAINE

BY: \_\_\_\_\_

## TOWN CLERK'S OFFICE

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

### APPLICATION FOR APPOINTMENT TO TOWN BOARDS

NAME: Marissa Day

RESIDENCE: 9 Main St Unit 3, Kittery, ME 03904

MAILING (if different) N/A

E-MAIL ADDRESS: marissa.lee.day@gmail.com PHONE #: (Home) (603) 321-4566 (Work) Same

**Please check one choice:**

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

EDUCATION/TRAINING: M.A. (Currently), B.S., and A.S. (See attached resume)

RELATED EXPERIENCE (Including other Boards and Commissions) \_\_\_\_\_

Kittery Comprehensive Plan Update Committee

Record meetings within Planning Department

PRESENT EMPLOYMENT: UNHCE, NHANG, City of Portsmouth (See attached resume)

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

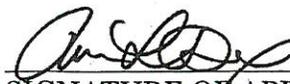
ANY KNOWN CONFLICT OF INTEREST (please read back of application): \_\_\_\_\_

None

REASON FOR APPLICATION TO THIS BOARD: To serve the community; for personal interest

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

**Please read the back of this application before signing.**

  
SIGNATURE OF APPLICANT

November 21, 2016  
DATE

# MARISSA L. DAY

9 Main Street Unit 3 – Kittery, ME 03904 – 603.321.4566 – mlo84@wildcats.unh.edu

---

## OBJECTIVE

To develop a community-centric career in public service and educational teaching.

## EDUCATION

**University of New Hampshire**, Carsey School of Public Policy, Durham, NH  
M.A. Community Development Policy & Practice, August 2017 (*projected*)

**University of New Hampshire**, Peter T. Paul College of Business and Economics, Durham, NH  
B.S. Business Administration: Information Systems & Business Analytics, May 2015

Undergraduate Research:

- Conducted an in-depth analysis and recommended strategized solutions of the production support triage process to the Director level at Bottomline Technologies of Portsmouth, NH
- Built a Microsoft Access database to report the real-time status of an organization's \$45 million budget

**Nashua Community College**, Nashua, NH  
A.S. Restaurant Management, December 2010

**Les Roches School of Hotel Management**, Crans-Montana, Switzerland  
Spring 2009; 1 of 2 students selected to participate in program

## PROFESSIONAL EXPERIENCE

**Dalrymple Graduate Fellow**, University of New Hampshire Cooperative Extension, Durham, NH  
August 2016 – *Present*

- Collaborate with NH communities and local leaders to identify economic development needs and assets to develop a plan of action for business retention and expansion

**Military Trainer**, NH Air National Guard, Pease ANGB  
August 2016 – *Present*

- Lead and train approximately 40-50 members departing for basic military training
- Develop training curriculum and perform various administrative duties

**Contract Specialist**, NH Air National Guard, Pease ANGB, April 2015 – July 2016

**Financial Management Technician**, NH Air National Guard, Pease ANGB, June 2011 – March 2015

**Minute Taker**, City of Portsmouth, Portsmouth, NH  
July 2016 – *Present*

- Attend Planning Board, Conservation Commission, and Technical Advisory Committee meetings to record detailed, written notes in an organized, timely fashion

**Minutes Recorder**, Kittery, ME  
February 2016 – *Present*

- Attend Town Council meetings to record detailed, written notes in an organized, timely fashion. Formerly attended and recorded Planning Board meetings.

## COMMUNITY INVOLVEMENT

**Portsmouth Thriller Group Zombie Wrangler**, August 2014 – *Present*

- Choreograph, coordinate, and lead a 62-person performance as a tribute to Michael Jackson's music

**Kittery Comprehensive Plan Update Committee**, June 2016 – *Present*

- Collaborate with the local community to help develop a 10-year comprehensive plan

**Pease 7K Road Race Committee Member**, May 2013 – April 2016

- Recorded and disseminated monthly meeting minutes to all committee members and managed registration



# TOWN OF KITTERY, MAINE

## TOWN CLERK'S OFFICE

200 Rogers Road, Kittery, ME 03904

Telephone: (207) 475-1328 Fax: (207) 439-6908

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NOV 02 2016

PLEASE CHECK APPROPRIATE SQUARE:

BY: 5:15 pm

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

NAME: Ann H Grinnell

RESIDENCE: 2 Stimson St.

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

E-MAIL ADDRESS: annhgrinnell@icloud.com

TELEPHONE NUMBERS: (HOME) 439-0564 (WORK) \_\_\_\_\_

PRESENT POSITION: Chair - Planning Board

PLEASE CHECK APPROPRIATE SQUARE:

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Board of Appeals               | <input checked="" type="checkbox"/> Port Authority | <input type="checkbox"/> Mary Safford Wildes Trust                 |
| <input type="checkbox"/> Conservation Commission        | <input checked="" 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.

SIGNATURE OF APPLICANT

11.2.2016  
DATE



# TOWN OF KITTERY, MAINE

TOWN CLERK'S OFFICE

200 Rogers Road, Kittery, ME 03904

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

OCT 11 2016

BY: 11:20 AM

## APPLICATION FOR APPOINTMENT TO TOWN BOARDS

NAME: ROBERT D HARRIS

RESIDENCE: 40 CUTTS RD

MAILING (if different) \_\_\_\_\_

E-MAIL ADDRESS: RDH@NEK PHONE #: (Home) 439-5644 (Work) -

### Please check your choice:

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

EDUCATION/TRAINING: \_\_\_\_\_

RELATED EXPERIENCE (Including other Boards and Commissions) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

PRESENT EMPLOYMENT: RETIRED

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

ANY KNOWN CONFLICT OF INTEREST (please read back of application): NO

REASON FOR APPLICATION TO THIS BOARD: 2~~ND~~ TERM

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

Please read the back of this application before signing.

Robert D Harris  
SIGNATURE OF APPLICANT

OCT 11, 2016  
DATE



**TOWN OF KITTERY**  
 OFFICE OF THE TOWN CLERK  
 200 ROGERS ROAD, KITTERY, MAINE 03904  
 PHONE: (207) 475-1328  
 FAX: (207) 439-6806

DATE SUBMITTED	
MAP & LOT	
HEARING DATE	

**Sewer Main Extension Assessment Hearing Request**

I hereby request a Hearing on the Sewer Main Extension Assessment for my property as I contest: *(Check all that apply)*

- UNIT CATEGORY       FRONTAGE DIMENSION       TOTAL ASSESSMENT AMOUNT  
 UNIT CHARGE       AREA DIMENSION       OTHER *(Explain below)*

Defferral of Sewer hookup until 20 Years after building constructed.

I was provided and have reviewed Town Code Title 13 and Maine statutes pertinent to this request; and, the August 15, 2016, Town-adopted Assessment Plan. My request is based on the following:

TITLE	13	CHAPTER		SECTION	1.1.11	D				PAGE	
TITLE		CHAPTER		SECTION						PAGE	
TITLE		CHAPTER		SECTION						PAGE	
TITLE		CHAPTER		SECTION						PAGE	

**IN ORDER FOR A REQUEST TO BE DETERMINED COMPLETE AND SCHEDULED FOR A HEARING APPLICATION FORMS MUST BE COMPLETE and 10 SETS OF DOCUMENTATION PROVIDED**

**PROPERTY INFORMATION (as shown in the adopted Plan)**

ADDRESS	26 Route 236				
MAP	21	LOT #	1	LOT SIZE (sq. ft.)	0.51 Acres
STREET FRONTAGE	200 feet		TOWN TAX RECORD ACCOUNT #:	<i>(ATTACH COPY)</i>	
<b>PROPERTY OWNER: I have right, title or interest in the affected property, or issue, as shown by:</b>					
NAME(S)	Glennis A. Wright				
MAILING ADDRESS	P.O. Box 37				
CITY	Kittery	STATE	ME	ZIP CODE	03904
PHONE No.	603-205-3668		e-MAIL:	gaw1821a@icloud.com	

*NOTE: You may have an attorney represent you, but such representation is not necessary. You may also be represented by a designated agent (e.g. family member, neighbor, engineer, contractor) as you so desire.*

**APPLICANT (if different) I am an agent of the applicant with standing, OR, I am an aggrieved party in the subject property, or issue, as shown by:**

NAME(S)					
MAILING ADDRESS					
CITY		STATE		ZIP CODE	
PHONE No.			e-MAIL:		

To the best of my knowledge, all information submitted on and with this application is true and correct.

Date: 11/3/16

By: *Glennis A. Wright*  
 (Signature)  
Glennis A. Wright  
 (Print Name)

**RECEIVED**  
 NOV 09 2016

BY: 12:40pm

**STATEMENTS:**

I request this hearing because I have a problem in regard to a matter of Town Code Title 13, Public Services and the adopted Assessment Plan: (Section, Title, Page No.) \_\_\_\_\_

The Assessment Plan data/decision I object to is [Include formal documents related to the matter]:

\_\_\_\_\_  
\_\_\_\_\_  
SEE ATTACHED

I object to the Assessment for the following reason(s):

\_\_\_\_\_  
\_\_\_\_\_  
SEE ATTACHED

Unlike others in the community, I will suffer a particularized injury in this matter if not resolved in my favor. I am adversely and directly affected by:

\_\_\_\_\_  
\_\_\_\_\_  
SEE ATTACHED

What relief is requested and why should the request be granted?

\_\_\_\_\_  
\_\_\_\_\_  
SEE ATTACHED

**Additional Information**

1. Please complete this application in its entirety. You may add other information as may be needed to adequately describe the purpose of seeking relief.

{Support with citations(s), of pertinent ordinance(s), deeds, maps, documents, etc. Describe in detail what decision you are appealing; the date on which the decision was made; and, by whom, the facts surrounding this appeal, what you think is wrong about the decision which you are appealing, and what action you want the Council to take in this matter. Also, please indicate how that Council's decision will affect you and/or your property. Use extra sheets if necessary and attach them to this application.}

2. A detailed plot plan or diagram must be provided showing dimensions and shape of the lot, the size and locations of existing buildings, the locations and dimensions of proposed buildings or alterations, and any natural or topographic features (wetlands, streams, etc.) of the lot in question. This plot plan should show the detail of any rights-of-way, easements, or other encumbrances. A copy of the Town Property Tax Record must be provided.

3. Blueprints, surveys, photos and other documents may be helpful in explaining your request and should be included.

APPLICATION OF GLENNIS WRIGHT

I am requesting an extension for the property known as Two Sons, LLC and located at 26 Route 236 in Kittery. This is a garage and has a toilet and two sinks, but no showers or baths or living facilities. The garage was constructed in 2003 and has a holding tank rather than a septic tank and wastewater disposal system. This tank is approximately 1,500 gallons and is pumped on average every three months. For any hazardous waste from the garage we have multiple 55 gallon drums which are emptied by a licensed hazardous waste hauler.

I previously believed that the property did not need to connect immediately with the town sewer because the building and holding tank had been constructed within 20 years. This is based upon the Assessment Plan adopted by the Town of Kittery on August 15, 2016, which provided on page 4, section G, a deferral for property "with a septic tank and leach field system installed within twenty (20) years prior to the main extension project completion date of May 3, 2016." I believed that the property qualified for a deferral request. Thus, I am requesting a deferral until the tank fails, or at the earliest May 1, 2017 to allow me to hook up to the Town Sewer. I am not asking for a deferment of any assessment fees. There should be no environmental problem because the holding tank is working fine and collects all the wastewater of any kind from the garage.

I am requesting that I not have to connect to the sewer until 20 years after the building an holding tanks were constructed, or 2023.

Date: 11/3/16

  
\_\_\_\_\_  
Glennis Wright

## **TOWN of KITTERY**

### **2015 Sewer Main Extension Project Assessment Plan - ADOPTED – AUGUST 15, 2016**

#### **E. QUARTERLY SEWER CHARGES**

In accordance with Town Code Title 13 §1.1.7, Rates and Charges, quarterly sewer usage rate charges will begin ninety (90) days after notification by Town for parcels required to connect to the system. Parcels not required to connect are not liable for usage charges. Rates and fees are delineated in Town Code Appendix A.

#### **F. GRAVITY FLOW - PUMP UP**

In accordance with Town Code Title 13 §1.1.11C, when gravity flow cannot be obtained from the building or the property, the connection to said public sewer is not required. Owners of property not designated as such may request a hearing by Town Council for a determination. This does not preclude waste flows from being pumped to the public sewer should the property owner so wish. Properties not required to connect at the time of a main extension project for this reason must do so when the existing septic/leach field system fails or must otherwise be replaced.

#### **G. DEFERRAL – 20-YEAR TANK/FIELD**

In accordance with Town Code Title 13 §1.1.11D, owners of properties with a septic tank and leach field system installed within twenty (20) years prior to this main extension project completion date of May 03, 2016, may request deferral of connection until the system has reached the twenty-years after installation anniversary. Properties not required to connect at the time of a main extension project for this reason must do so when the existing septic/leach field system fails or must otherwise be replaced.

#### **H. PAYMENT PLAN – TAX COLLECTOR**

In accordance with Town Code Title 13 §1.4.4B, the tax collector is authorized to enter into written Mortgage and Promissory Note & Install Payment Plan agreements with the owner(s) of land assessed, which agreements are to provide for payment of the Assessment to the Town over a period not to exceed eighteen (18) years from the adopted date of this Plan, at an interest rate of two percent (2%).

#### **I. DEFERRAL – INCOME**

In accordance with Town Code Title 13 §1.4.4C, owners with household income less than or equal to fifty percent (50%) of the local Area Median Family Income as determined annually by the US Department of Housing and Urban Development and varied by household size, may request deferral of payment of the assessment without penalty or additional interest incurred for the period of eligibility.

# 26 ROUTE 236

**Location** 26 ROUTE 236

**Mblu** 21/ 1/ / /

**Acct#** 21/1

**Owner** WRIGHT, GLENNIS A

**Assessment** \$210,400

**Appraisal** \$210,400

**PID** 1833

**Building Count** 1

## Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2015	\$106,500	\$103,900	\$210,400

Assessment			
Valuation Year	Improvements	Land	Total
2015	\$106,500	\$103,900	\$210,400

## Owner of Record

**Owner** WRIGHT, GLENNIS A  
**Co-Owner**  
**Address** PO BOX 37  
 KITTERY, ME 03904-0037

**Sale Price** \$0  
**Certificate**  
**Book & Page** 12401/272  
**Sale Date** 01/13/2003  
**Instrument** 1A

## Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
WRIGHT, GLENNIS A	\$0		12401/272	1A	01/13/2003
WRIGHT JONATHAN C	\$500		11748/279	1N	06/26/2002
WRIGHT, JONATHAN	\$53,000		11748/281	00	06/24/2002
NEW ENGLAND PETROLEUM LP	\$91,667		9405/48	00	04/05/1999
COLEMAN OIL CO INC	\$0		1933/285		12/27/1971

## Building Information

### Building 1 : Section 1

**Year Built:** 2002  
**Living Area:** 2,100  
**Replacement Cost:** \$134,852

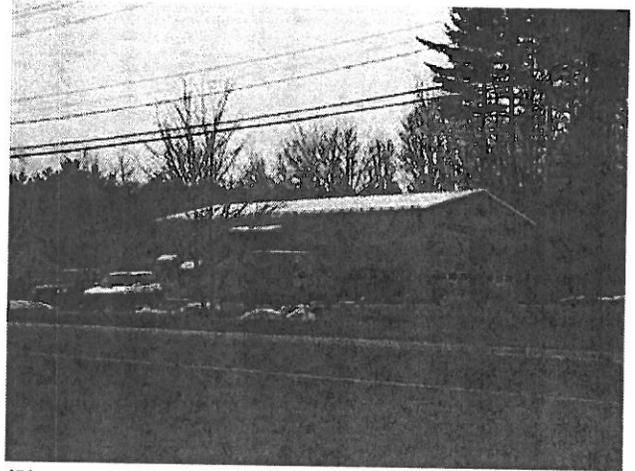
**Building Percent** 79

**Good:**

**Replacement Cost**

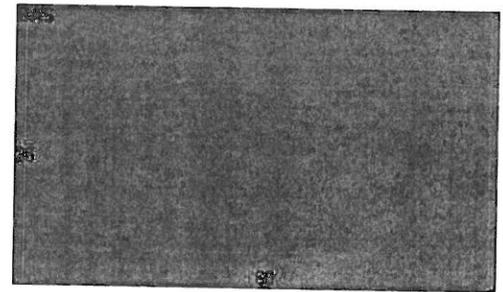
**Less Depreciation:** \$106,500

**Building Photo**



(PhotoHandler.ashx?pid=1833&bid=1902)

**Building Layout**



Building Sub-Areas (sq ft)			Legend
Code	Description	Gross Area	Living Area
BAS	First Floor	2,100	2,100
		2,100	2,100

Building Attributes	
Field	Description
STYLE	Service Shop
MODEL	Ind/Com Open
Grade	Below Average
Stories:	1
Occupancy	1.00
Exterior Wall 1	Pre-finish Metl
Exterior Wall 2	
Roof Structure	Gable/Hip
Roof Cover	Metal/Tin
Interior Wall 1	Minim/Masonry
Interior Wall 2	
Interior Floor 1	Concr-Finished
Interior Floor 2	
Heating Fuel	Oil
Heating Type	Hot Water
AC Type	None
Prim Bldg Use	AUTO REPR MDL-96
Total Rooms	
Total Bedrms	00
Total Baths	0
1st Floor Use:	332I
Heat/AC	NONE
Frame Type	WOOD FRAME
Baths/Plumbing	LIGHT
Ceiling/Wall	CEILING ONLY
Rooms/Prtns	LIGHT
Wall Height	14.00
% Comn Wall	0.00

**Extra Features**

Extra Features		Legend
No Data for Extra Features		

**Land**

Land Use

Land Line Valuation

**Land Use**

**Use Code** 332I  
**Description** AUTO REPR MDL-96  
**Zone** C  
**Neighborhood**  
**Alt Land Appr** No  
**Category**

**Land Line Valuation**

**Size (Acres)** 0.51  
**Frontage** 0  
**Depth** 0  
**Assessed Value** \$103,900  
**Appraised Value** \$103,900

**Outbuildings**

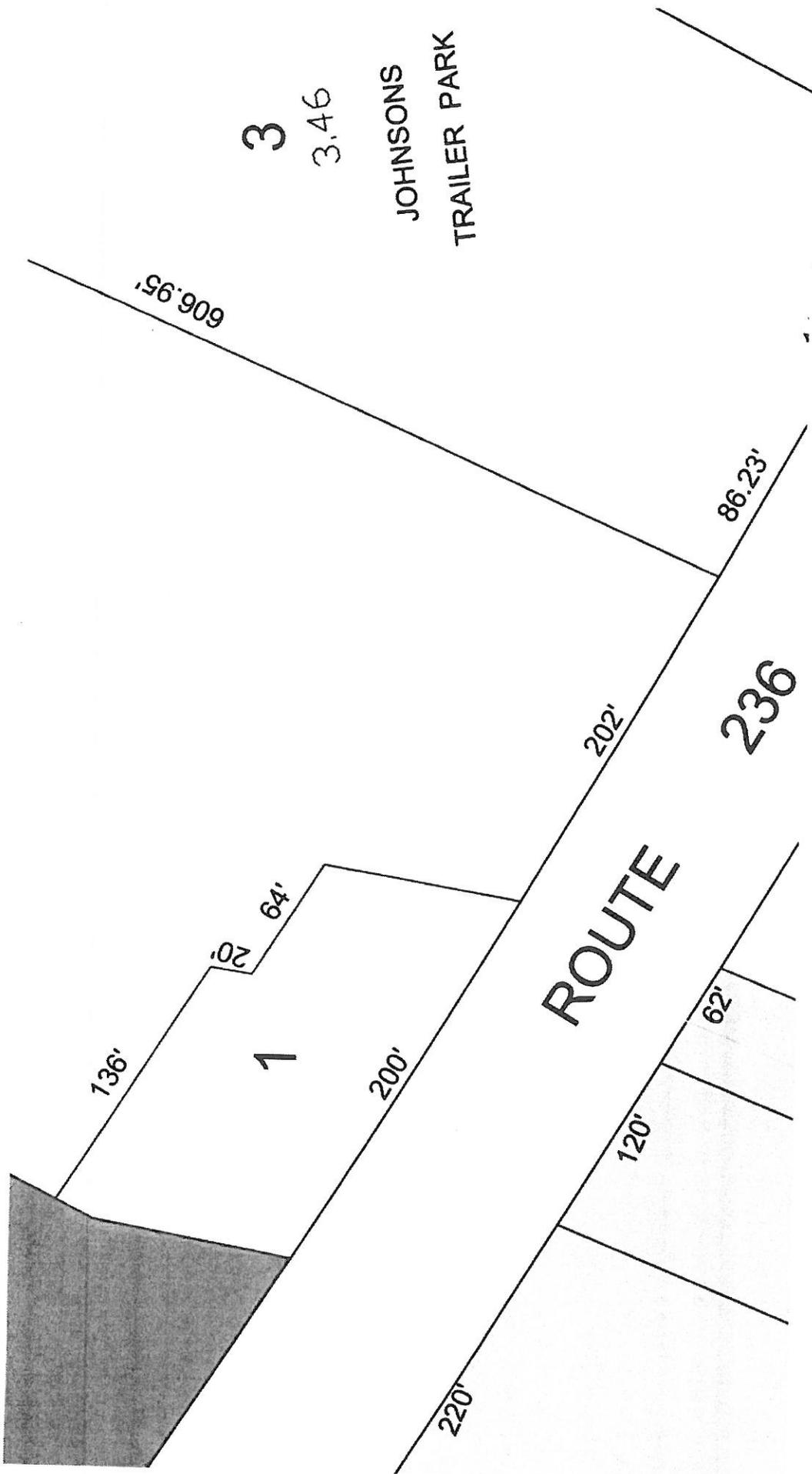
Outbuildings	<u>Legend</u>
No Data for Outbuildings	

**Valuation History**

Appraisal			
Valuation Year	Improvements	Land	Total
2016	\$106,500	\$103,900	\$210,400
2015	\$106,500	\$103,900	\$210,400
2014	\$106,500	\$103,900	\$210,400

Assessment			
Valuation Year	Improvements	Land	Total
2016	\$106,500	\$103,900	\$210,400
2015	\$106,500	\$103,900	\$210,400
2014	\$106,500	\$103,900	\$210,400

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136'

20'

64'

1

200'

202'

ROUTE  
236

120'

62'

220'

606.95'

86.23'

3

3.46

JOHNSONS  
TRAILER PARK

**COUNCIL ASSESSMENT HEARING PROTOCOL**

**#2a & 2b, Glennis A. Wright**

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---

**IN THE MATTER OF THIS HEARING:**

Name of the requester: **Glennis A. Wright**

Map: **21** Lot: **01** / Street: **26 ROUTE 236**

Basic description of the issue on request:

---

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---

---

**COUNCIL'S BASIS IN LAW AND FINDINGS OF FACT FOR THIS MATTER ARE:**

The application [ **is / is not** ] complete; made a part of the record; and, the applicant [ **does / does not** ] have standing.

The applicant's Burden of Proof [ **was / was not** ] clarified to the Council: **Substantial evidence of claim.** Substantial evidence means such relevant evidence as a reasonable mind might accept as adequate to support a conclusion.

Assessment dimensions of the property and other arithmetical calculations used for calculating the assessment [ **are / are not** ] applicable for this request.

---

Assessment formula for this assessment [ **is / is not** ] applicable for this request.

---

There [ **are / are not** ] mitigating factors related to this request not considered in the plan.

---

Key elements of the issue and applicable ordinance(s)/statute(s):

---

The relief sought as noted in the request filing asked the Council to find:

---

In order to grant the request, the applicant needed to demonstrate that:

---

Evidence submitted by the requester beyond what is shown on a plan:

---

Evidence submitted by people other than the requester either for or against the issue:

---

**KTC - TURBAT MEMORANDUM FOR THE RECORD  
POTENTIAL ISSUES & FINDINGS - BEERS – 11-28-16**

Evidence which Council enters into the record based on the personal knowledge of its members or experts which Council has retained on its own behalf:

---

The applicant's evidence presented for the matter: [ **was / was not** ] substantial;  
[ **was / was not** ] credible;  
[ **is / is not** ] outweighed by conflicting evidence from the Town; and, the applicant  
[ **did / did not** ] meet the burden of proof for granting the request.

The sum of the information/circumstances presented and reviewed [ **does / does not** ] warrant a revision of the Assessment.

What revision to the Assessment is decided upon, or not; and, what is the basis of the decision?

---

---

---

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The Kittery Town Council moves to hereby resolve, pursuant to Town Code Title 13, §1.4.3.5, to [ **affirm / revise** ] the assessment made in the 2015 Sewer Main Extension Assessment Plan adopted on August 15th, 2016, on **MAP 21 LOT 01** at **26 ROUTE 236**, owned by **Glennis A. Wright, OR** [ **as follows** ]:

---

---

---

---

The Kittery Town Council moves to approve the Conclusions of Law and Findings of Fact in regard to this hearing for the property at Map 21 Lot 01 as discussed and to be recorded in the minutes.

---

---

**IF YOU ARE NOT SATISFIED WITH THIS DECISION, PURSUANT TO TOWN CODE TITLE 13, §1.4.3, YOU MAY APPEAL WITHIN TEN (10) DAYS AFTER THIS HEARING, TO AN INDEPENDENT ARBITRATION PANEL. FORMS ARE AVAILABLE ON THE TOWN WEBSITE AND AT THE TOWN CLERK'S OFFICE.**

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This memorandum is prepared in accordance with the Maine Supreme Court decision in *Turbat Creek Preservation, LLC v. Town of Kennebunkport*, 2000 ME 109, 753 A.2d489." as noted in the case law and Maine Municipal Association's Manual for Local Land Use Appeals Board, Page 27. To wit:

*"The Maine Supreme Court has held that it is legally permissible and not evidence of bias for a board member to review materials submitted by the parties in advance of the board's meeting and prepare a memo or an outline of issues and potential findings in order to assist the board in consideration of matters that might arise at the board's meeting."*

Councilors are obligated to conduct their own independent review and evaluation.

MEMO PREPARED BY: GARY BEERS, CHAIRPERSON

---

---



**TOWN OF KITTERY**  
 OFFICE OF THE TOWN CLERK  
 200 ROGERS ROAD, KITTERY, MAINE 03904  
 PHONE: (207) 475-1328  
 FAX: (207) 439-6806

DATE SUBMITTED	
MAP & LOT	21-03+07
HEARING DATE	

**Sewer Main Extension Assessment Hearing Request**

I hereby request a Hearing on the Sewer Main Extension Assessment for my property as I contest: *(Check all that apply)*

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> UNIT CATEGORY          | <input type="checkbox"/> FRONTAGE DIMENSION | <input checked="" type="checkbox"/> TOTAL ASSESSMENT AMOUNT |
| <input checked="" type="checkbox"/> UNIT CHARGE | <input type="checkbox"/> AREA DIMENSION     | <input type="checkbox"/> OTHER <i>(Explain below)</i>       |

I was provided and have reviewed Town Code Title 13 and Maine statutes pertinent to this request; and, the August 15, 2016, Town-adopted Assessment Plan. My request is based on the following:

TITLE	CHAPTER	SECTION	PAGE

**IN ORDER FOR A REQUEST TO BE DETERMINED COMPLETE AND SCHEDULED FOR A HEARING APPLICATION FORMS MUST BE COMPLETE and 10 SETS OF DOCUMENTATION PROVIDED**

**PROPERTY INFORMATION (as shown in the adopted Plan)**

ADDRESS	2-4 DANA AVENUE + 5 DANA AVENUE				
MAP	21	LOT #	3+7	LOT SIZE (sq. ft.)	
STREET FRONTAGE				TOWN TAX RECORD ACCOUNT #:	(ATTACH COPY)

**PROPERTY OWNER: I have right, title or interest in the affected property, or issue, as shown by:**

NAME(S)	DOW HIGHWAY PROPERTIES, LLC				
MAILING ADDRESS	35 HODGSON FARM LANE				
CITY	NEWINGTON	STATE	NH	ZIP CODE	03801
PHONE No.	603-396-1635		e-MAIL: greatbaynh@comcast.net		

*NOTE: You may have an attorney represent you, but such representation is not necessary. You may also be represented by a designated agent (e.g. family member, neighbor, engineer, contractor) as you so desire.*

**APPLICANT (if different) I am an agent of the applicant with standing, OR, I am an aggrieved party in the subject property, or issue, as shown by:**

NAME(S)	MARK G. PHILLIPS, MEMBER				
MAILING ADDRESS	SAME AS ABOVE				
CITY		STATE		ZIP CODE	
PHONE No.			e-MAIL:		

To the best of my knowledge, all information submitted on and with this application is true and correct.

Date: 11/14/16

By:   
 (Signature)  
MARK G. PHILLIPS  
 (Print Name)

**RECEIVED**  
 NOV 14 2016

BY: 11:10 AM

**STATEMENTS:**

I request this hearing because I have a problem in regard to a matter of Town Code Title 13, Public Services and the adopted Assessment Plan: (Section, Title, Page No.) \_\_\_\_\_

The Assessment Plan data/decision I object to is [Include formal documents related to the matter]:

I AM EJECTING 5 MOBILE HOMES AND THE BARN FROM THE PROPERTY EFFECTIVE JULY 1, 2017 (ONE YEAR NOTICE REQUIRED BY LAW) SO THAT THE COMMERCIAL ZONED PART OF THE LAND CAN BE RE-DEVELOPED. THEREFORE, THERE WILL ONLY BE 5 MOBILE HOMES ON THIS PARCEL. I REQUEST A REDUCTION OF \$17,009.55

I object to the Assessment for the following reason(s):

THIS PARCEL PLUS 21-03 IS KNOWN AS JOHNSON'S MOBILE HOME PARK AND WAS BUILT IN THE 1950'S LONG BEFORE I-95, WHICH ALTERED CHICKERING BROOK AND CREATED A WETLAND NEXT TO THE PARK LIMITING WHAT CAN BE DONE ON THE PROPERTY. THE WATER + SEWER LINES MUST BE UPGRADED AT HUGE

Unlike others in the community, I will suffer a particularized injury in this matter if not resolved in my favor. I am adversely and directly affected by:

COST IN ORDER TO TIE INTO THE TOWN SEWER, POSSIBLY UP TO \$200,000 PLUS THE SEWER BESTEMENT FEE. I HAVE TRIED TO KEEP LOT RENTS AFFORDABLE TO MY TENANTS @ \$425 PER MONTH, W+S INCLUDED WHERE YANKEE GREEN IS \$457 AND YANKEE COMMONS IS \$474 PER MONTH PLUS WATER + SEWER.

What relief is requested and why should the request be granted?

21-03	5 DANA AVE	25 MH'S	\$ 96,677.87
21-07	24 DANA AVE	Billed in 10 MH'S	44,274.72
		Removing 5 MH'S	- 17,009.55
			\$ 123,943.04
		RESPECTFULLY REQUEST A 25% REDUCTION FOR LANDOWNER'S COSTS TO RE-PIPE W+S TO TOWN STD'S	- 30,985.76
			\$ 92,957.28

**Additional Information**

1. Please complete this application in its entirety. You may add other information as may be needed to adequately describe the purpose of seeking relief.

[Support with citations(s), of pertinent ordinance(s), deeds, maps, documents, etc. Describe in detail what decision you are appealing; the date on which the decision was made; and, by whom, the facts surrounding this appeal, what you think is wrong about the decision which you are appealing, and what action you want the Council to take in this matter. Also, please indicate how that Council's decision will affect you and/or your property. Use extra sheets if necessary and attach them to this application.]

2. A detailed plot plan or diagram must be provided showing dimensions and shape of the lot, the size and locations of existing buildings, the locations and dimensions of proposed buildings or alterations, and any natural or topographic features (wetlands, streams, etc.) of the lot in question. This plot plan should show the detail of any rights-of-way, easements, or other encumbrances. A copy of the Town Property Tax Record must be provided.

3. Blueprints, surveys, photos and other documents may be helpful in explaining your request and should be included.

**AMBIT ENGINEERING, INC.**  
Civil Engineers & Land Surveyors  
200 Griffin Road, Unit 9  
Portsmouth, N.H. 03801-7114  
Tel: (603) 438-2315  
Fax: (603) 438-2315

**NOTES:**  
1. THE CONTRACTOR SHALL NOTIFY THE STATE AT LEAST 72 HOURS BEFORE COMMENCING ANY EXCAVATION ON PUBLIC OR PRIVATE PROPERTY.  
2. UNDERGROUND UTILITY LOCATIONS ARE BASED UPON BEST AVAILABLE INFORMATION AND FIELD SURVEYING. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. ANY UNEXPECTED UTILITIES SHOULD BE REPORTED AT ONCE TO THE DESIGN ENGINEER.  
3. CONTRACTOR SHALL MAINTAIN EROSION CONTROL MEASURES IN ACCORDANCE WITH THE MAINE D.E.P. IN 2002.

OWNER: \_\_\_\_\_ DATE: \_\_\_\_\_  
SIGNATURE: \_\_\_\_\_

**THE STORAGE BARN  
OF KITTERY  
DANA AVENUE  
KITTERY, MAINE**

NO.	ISSUED FOR COMMENT	DESCRIPTION	DATE
0			10/24/16

REVISIONS

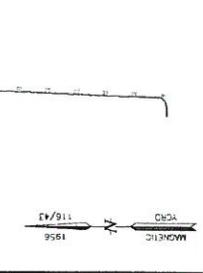
SCALE: 1" = 30'

SEWER & WATER PLAN

C2



OWNER & APPLICANT:  
DOW HIGHWAY PROPERTIES  
1000 HIGHWAY 236  
NEWINGTON, N.H. 03801  
PREPARED BY:  
AMBIT ENGINEERING  
200 GRIFFIN ROAD, UNIT 9  
PORTSMOUTH, N.H. 03801



APPROVED BY THE KITTERY PLANNING BOARD

DATE

CHAIRMAN



**COUNCIL ASSESSMENT HEARING PROTOCOL**  
**#2a & 2b, Mark Phillips Dow Highway Properties, LLC**

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**IN THE MATTER OF THIS HEARING:**

Name of the requester: **Mark Phillips Dow Highway Properties, LLC**

Map: **21** Lot: **03** / Street: **5 DANA AVE** and Map: **21** Lot: **07** / Street: **2-4 DANA AVE**

Basic description of the issue on request:

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**COUNCIL’S BASIS IN LAW AND FINDINGS OF FACT FOR THIS MATTER ARE:**

The application [ **is / is not** ] complete; made a part of the record; and, the applicant [ **does / does not** ] have standing.

The applicant’s Burden of Proof [ **was / was not** ] clarified to the Council: **Substantial evidence of claim**. Substantial evidence means such relevant evidence as a reasonable mind might accept as adequate to support a conclusion.

Assessment dimensions of the property and other arithmetical calculations used for calculating the assessment [ **are / are not** ] applicable for this request.

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Assessment formula for this assessment [ **is / is not** ] applicable for this request.

---

There [ **are / are not** ] mitigating factors related to this request not considered in the plan.

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Key elements of the issue and applicable ordinance(s)/statute(s):

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The relief sought as noted in the request filing asked the Council to find:

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In order to grant the request, the applicant needed to demonstrate that:

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Evidence submitted by the requester beyond what is shown on a plan:

---

Evidence submitted by people other than the requester either for or against the issue:

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**KTC - TURBAT MEMORANDUM FOR THE RECORD  
POTENTIAL ISSUES & FINDINGS - BEERS – 11-28-16**

Evidence which Council enters into the record based on the personal knowledge of its members or experts which Council has retained on its own behalf:

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The applicant's evidence presented for the matter: [ **was / was not** ] substantial;  
[ **was / was not** ] credible;  
[ **is / is not** ] outweighed by conflicting evidence from the Town; and, the applicant  
[ **did / did not** ] meet the burden of proof for granting the request.

The sum of the information/circumstances presented and reviewed [ **does / does not** ] warrant a revision of the Assessment.

What revision to the Assessment is decided upon, or not; and, what is the basis of the decision?

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The Kittery Town Council moves to hereby resolve, pursuant to Town Code Title 13, §1.4.3.5, to [ **affirm / revise** ] the assessment made in the 2015 Sewer Main Extension Assessment Plan adopted on August 15th, 2016, on **MAP 21 LOT 03** at **5 DANA AVE**, and **LOT 07** at **2-4 DANA AVE**, owned by **Mark Phillips Dow Highway Properties, LLC**, **OR** [ **as follows** ]:

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The Kittery Town Council moves to approve the Conclusions of Law and Findings of Fact in regard to this hearing for the property at Map 21 Lots 03 and 07 as discussed and to be recorded in the minutes.

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**IF YOU ARE NOT SATISFIED WITH THIS DECISION, PURSUANT TO TOWN CODE TITLE 13, §1.4.3, YOU MAY APPEAL WITHIN TEN (10) DAYS AFTER THIS HEARING, TO AN INDEPENDENT ARBITRATION PANEL. FORMS ARE AVAILABLE ON THE TOWN WEBSITE AND AT THE TOWN CLERK'S OFFICE.**

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This memorandum is prepared in accordance with the Maine Supreme Court decision in *Turbat Creek Preservation, LLC v. Town of Kennebunkport*, 2000 ME 109, 753 A.2d489." as noted in the case law and Maine Municipal Association's Manual for Local Land Use Appeals Board, Page 27. To wit:

*"The Maine Supreme Court has held that it is legally permissible and not evidence of bias for a board member to review materials submitted by the parties in advance of the board's meeting and prepare a memo or an outline of issues and potential findings in order to assist the board in consideration of matters that might arise at the board's meeting."*

Councilors are obligated to conduct their own independent review and evaluation.

MEMO PREPARED BY: GARY BEERS, CHAIRPERSON

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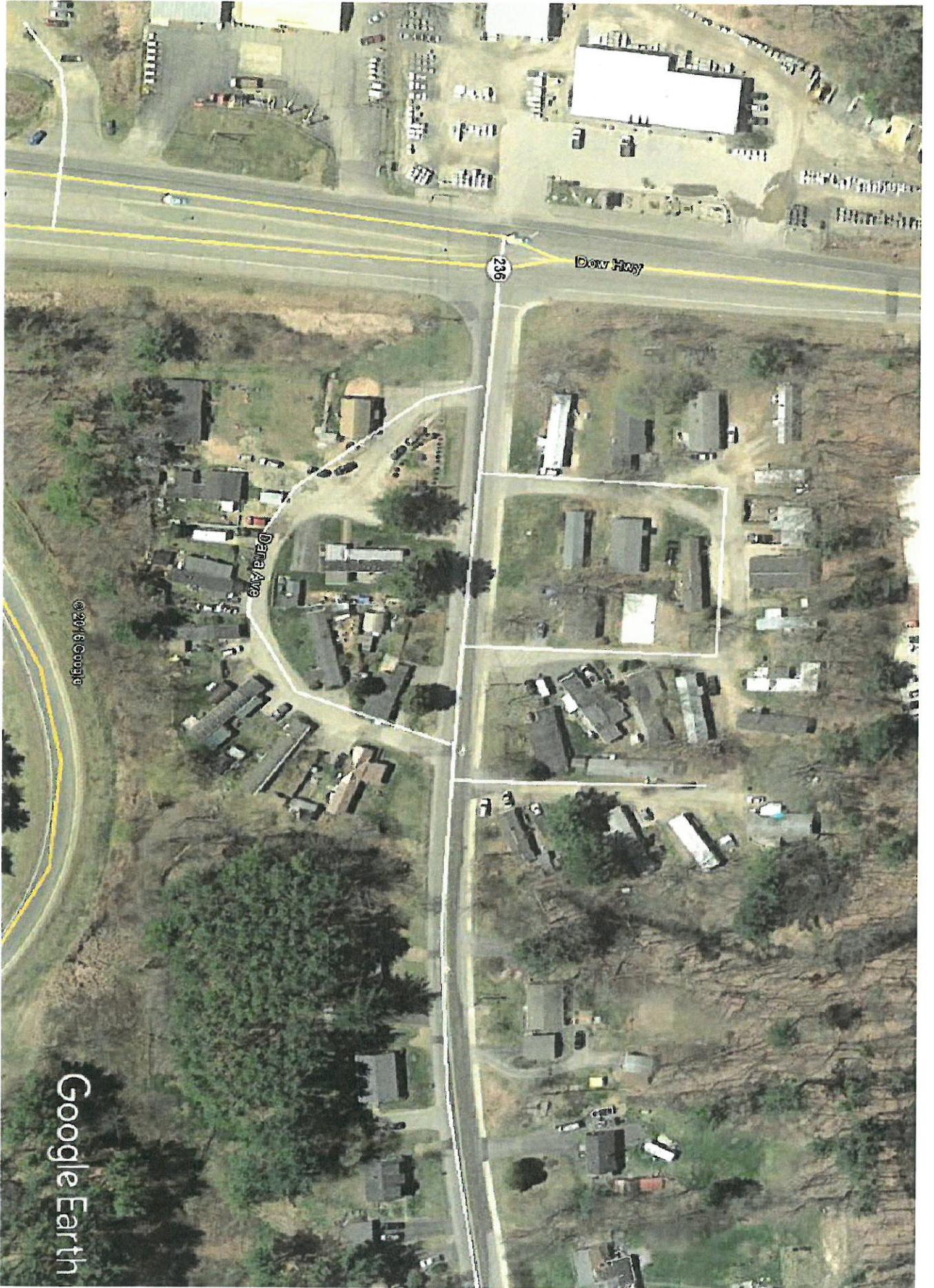




Image © 2016 Vaino Geolibrary

Google Earth



Dana Ave

Dane Ave

236

Google Earth



Dana Ave

Google Earth

	Address	Owner	Map 21 Lot	Unit ##	Living sq. ft.
n/a	5 DANA AVENUE	DOW HIGHWAY PROPERTIES LLC	3	n/a	n/a
1	4 DANA AVENUE #13		3	13	728
2	4 DANA AVENUE #14		3	14	560
3	4 DANA AVENUE #15		3	15	1,122
4	4 DANA AVENUE #16		3	16	1,028
5	4 DANA AVENUE #17		3	17	912
6	4 DANA AVENUE #18		3	18	784
7	4 DANA AVENUE #19		3	19	1,673
8	4 DANA AVENUE #20		3	20	784
9	4 DANA AVENUE #21		3	21	837
10	4 DANA AVENUE #22		3	22	470
11	4 DANA AVENUE #23		3	23	1,248
12	4 DANA AVENUE #24		3	24	556
13	4 DANA AVENUE #25		3	25	480
14	4 DANA AVENUE #28		3	28	924
15	4 DANA AVENUE #29		3	29	1,122
16	4 DANA AVENUE #30		3	30	950
17	4 DANA AVENUE #31		3	31	929
18	4 DANA AVENUE #32		3	32	1,152
19	4 DANA AVENUE #33		3	33	784
20	4 DANA AVENUE #37		3	37	960
21	4 DANA AVENUE #38		3	38	1,056
22	4 DANA AVENUE #39		3	39	840
23	4 DANA AVENUE #40		3	40	924
24	4 DANA AVENUE #41		3	41	1,070
25	4 DANA AVENUE SITE 42		3	42	510
1	2-4 DANA AVENUE	DOW HIGHWAY PROPERTIES LLC	7	1	1,536
2	4 DANA AVENUE #1		7	1	1,197
3	4 DANA AVENUE #2		7	2	1,456
4	4 DANA AVENUE #3		7	3	1,080
5	4 DANA AVENUE #6		7	6	720
6	4 DANA AVENUE #7		7	7	1,036
7	4 DANA AVENUE #8		7	8	1,208
8	4 DANA AVENUE #9		7	9	924
9	4 DANA AVENUE #10		7	10	980
10	4 DANA AVENUE #11		7	11	862
11	4 DANA AVENUE #12		7	12	1,119



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

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

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

Applicant's name: First Serve Hospitality Group  
(please print)

Address: 326 US Route 1, Kittery, Maine 03904  
(please print)

Applicant's mailing address if different from above: C/o David Ballou, 408 US Rt. 1, 2nd Fl., York, Me 03909  
Crallie - 363-5300 - Admin (Lawyer)

Applicant's Date of Birth: 06-10-64 Applicant's Home Telephone Number: 203-434-7205

Name of Business: Robert's Maine Grill  
(please print)

Business Address: 326 US Route 1, Kittery, Maine 03904  
(please print)

Business Telephone Number: 207-439-0300

SIGNATURE OF APPLICANT: Shiva Natarajan DATE: 11-4-2016

APPLICANT'S NAME: Shiva K. Natarajan  
(please print)

LICENSE FEE: \$ 50.00

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

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



# TOWN OF KITTEKY

200 Rogers Road, Kittery, ME 03904

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## REPORT TO TOWN COUNCIL

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Meeting Date: 14 November 2016

From: David W. O'Brien, Fire Chief

Subject: I am Responding; five year contract

Councilor Sponsor: Chairperson Gary Beers

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### EXECUTIVE SUMMARY

The Fire Department uses a software program called [IamResponding.com](http://IamResponding.com) to assist fire officers and command staff in determining status of available firefighters for incidents. Simply stated the program allows a firefighter to input through his/her cell phone their status at the start of an incident. The fire associations have funded the previous two years and have purchased and installed television screens in the stations. A new subscription renewal agreement is needed to continue the use of this system. The most cost effective method to continue the use of this valuable tool is to subscribe for a five- year term at a cost of \$3,137.

### STATEMENT OF NEED

[IamResponding.com](http://IamResponding.com) (IaR) is a software tool that assists fire officers and command staff to access the response of available firefighters. The software has been installed in the fire stations for two years and has proven invaluable to help determine the number of firefighters available to respond and the number of firefighters actually responding to an incident. An officer may with a quick glance at his/her cell phone or at the in-house television screen determine whether an adequate amount of resources is responding.

The software also has several other modes including message notification (both emergency and non-emergency). Emergency message notification provides a secondary means for dispatch to alert firefighters of an incident. Secondary messaging is a recommendation of the Insurance Service Officer (ISO).

## BACKGROUND

Kittery, like most on-call and volunteer fire departments, is experiencing a reduction of community commitment towards being a town firefighter. In years past there was never a concern that there would not be enough firefighters to adequately staff an incident. This is not the case now as we are experiencing smaller number turnout to calls and incidents. Two years ago the fire associations subscribed to laR in an attempt to help fire officers and command staff understand response levels and assist in making decisions concerning apparatus movement and mutual aid. They also purchased and installed the necessary hardware in the apparatus bays and installed the software on firefighters cell phones. This was done as a two year trial in order to assess the software and make a determination for future use.

## FACTS BEARING ON THE EQUATION

1. One year subscription	\$800/yr	
2. Three year subscription		
Annually	\$725/yr	\$225 < one year
Up-front total	\$2,066	\$344 < one year
3. Five year subscription		
Annually	\$650/yr	\$750 < one year
Up-front total	\$3,087	\$913 < one year
4. Telephone costs are \$10/year		

## CURRENT SITUATION

The Fire Department currently uses laR to assist in the decision making process concerning firefighter manpower at incidents. The two year trial subscription is coming to an end on November 18, 2016 and in order to continue using this valuable tool will require re-subscribing. The Fire Department is considering moving this technology to the Kittery Dispatch Center to enhance dispatch capabilities. Once migrated the technology has the ability to provide a second means of fire incident dispatch capability. laR is a single town, single license agreement which supports migrating to the dispatch center.

## PROPOSED SOLUTION/RECOMMENDATION

The fire year subscription with a cost of \$3,087 coupled with the \$10/year telephone cost equals \$3,137. This is a savings of \$913 over the cost of a one year subscription for five years. Clearly from a financial management point of view this is the best recommendation. However, this amount was not included in the FY 17 Fire Department budget. It is recommended the town enter into a five\_ year subscription with laR and pay an annual amount of \$660 (\$650 + \$10 for telephone costs). The Fire Department is able to absorb this amount this year under the Professional Services account 1320-65480. The remaining four years will be properly budgeted under the 1320-65480 account.

## RATIONAL FOR THE PROPOSED SOLUTION (INCLUDING COSTS)

The Fire Department uses IaR on a daily basis and over the two year trial period has determined the value of this tool. It supports management decision making during a critical time of an incident by helping fire officers and command staff to understand their staffing levels. The cost of \$660/year is minimal and if spread over the average number of calls equals approximately \$1.66/call. \$660/year over 365 days/year equals \$1.81/day. This is a very inexpensive tool for something that is used daily.

David O'Brien, CFOIII  
Fire Chief

1 **AN ORDINANCE** related to ordaining a five year agreement between  
2 lamResponding.com and the Town of Kittery, Maine to effectuate and encourage  
3 the furnishing of a firefighter emergency responder tracking system on a reliable,  
4 proven web-based network.

5  
6 **WHEREAS**, The Kittery Town Council is authorized to enact this Ordinance, as  
7 specified in Section 2.07 (3) and Section 6.11 (2) of the Town Charter and 30-A  
8 M.R.S. subsection 3001, pursuant to its powers that authorize the town, under  
9 certain circumstances, to provide for the public health, safety, morals, and  
10 welfare, not intending for Ordinance to conflict with any existing state or federal  
11 laws; and

12  
13 **WHEREAS**, The current one-year trial subscription and one-year paid subscription  
14 will expire on 18 November 2016 at 12:00 pm; and

15  
16 **WHEREAS**, The Fire Department wishes to enter into a five year contract  
17 agreement with lamResponding.com with the agreement of all parties; and

18  
19 **WHEREAS**, In the judgment of the Fire Chief and his subordinate officers,  
20 lamResponding.com has provided a useful web based firefighter emergency  
21 responder tracking system for the previous two year and has met and/or  
22 exceeded the original agreement requirements in all aspects; and

23  
24 **WHEREAS**, The Town Council intends, through the adoption of this Ordinance, to  
25 promote public safety, health and welfare through the authorization to enter into  
26 a five year contract agreement with lamResponding.com.

27  
28 **NOW THEREFORE, IN ACCORDANCE WITH TITLE 30-A, M.R.S. SUBSECTION 3001,**  
29 **AND THE TOWN CHARTER SECTIONS 2.07 (3) AND 6.11 (2):**

30  
31 **THE KITTERY TOWN COUNCIL HEREBY ORDAINS THE FOLLOWING ORDINANCE**  
32 **AND INSTRUCTS THE TOWN MANAGER TO EXECUTE THE FIVE YEAR EMERGENCY**  
33 **RESPONDER TRACKING SYSTEM CONTRACT AGREEMENT WITH**  
34 **IAMRESPONDING.COM.**

35  
36

## **TERMS OF USE AGREEMENT FOR iamResponding.com**

**PLEASE READ THIS AGREEMENT CAREFULLY BEFORE DOWNLOADING, ACCESSING, LOGGING INTO OR USING THE EMERGENCY RESPONDER REPLY SYSTEM.**

**BY LOGGING INTO THE EMERGENCY RESPONDER REPLY SYSTEM OR USING ANY COMPONENT OR SERVICES OF THE EMERGENCY RESPONDER REPLY SYSTEM, YOU ARE CONSENTING TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, DO NOT LOG INTO OR USE ANY COMPONENT OR SERVICES OF THE EMERGENCY RESPONDER REPLY SYSTEM.**

### **INTRODUCTION.**

Through the iamresponding.com site, Emergency Services Marketing Corp., Inc. ("ESMC") makes available a variety of resources and services (collectively the "Services") of iamResponding.com, which is also known as the Emergency Responder Reply System ("ERRS"). These Services are subject to the following terms and conditions ("Terms and Conditions"), which are legal obligations. The Services include any updates, new features, enhancements and the addition of new Web properties. ESMC does not discriminate on the basis of race, ethnicity, national origin, age, gender, religion, sexual orientation or any other protected status.

### **ACCEPTANCE OF TERMS AND CONDITIONS.**

By logging into or using the Services, you agree to be bound by, and to comply with, these Terms and Conditions and any other rules or guidelines which ESMC may implement for any individual Web site or Service. ESMC reserves the right to update these Terms and Conditions at any time without advance notice to you. You may review the most current version of the Terms and Conditions prior to logging into the Services by clicking the hypertext link located at the bottom of our home page ([www.iamresponding.com](http://www.iamresponding.com)), by clicking the hypertext link located on the Subscriber Log-in page accessed from our home page, or by requesting a printed copy from ESMC.

### **CONDITIONS AND RESTRICTIONS ON USE.**

If you fail to comply with the Terms and Conditions, or if you engage in (or allow any third party to engage in) any of the following activities, ESMC may terminate your use of the Services: (a) using the Services for any unlawful purpose; (b) using the Services for any purpose prohibited by the Terms and Conditions; (c) engaging in any conduct that ESMC, in its sole discretion, believes is or may be harmful to another user or to any other party, directly or indirectly; (d) violating any foreign, federal, state or local law or regulation; (e) using the Services in a manner that could impair, disable, overburden or damage any ESMC server, or the network(s) connected to any ESMC server, or

interfere with any other party's use and enjoyment of any Services; (f) attempting to gain unauthorized access to any Services, other accounts, computer systems or networks connected to any ESMC server or to any of the Services, through hacking, password mining or any other means. If you breach this Agreement or any subscription agreement with ESMC pertaining to ERRS, your right to use the Services will terminate immediately and without notice, but all provisions of this and any subscription agreements, except grants of licenses and/or rights of use of the Services, will survive termination and continue in effect. Your obligations under this Agreement and any Subscription Agreements will survive the termination of your subscription and of your authorization to use the Services.

In addition, ESMC may terminate any user's access for any reason or no reason at all in its sole discretion, with or without prior notice.

### **REGISTRATION AND PRIVACY.**

Certain of the Services may require you to register with and/or subscribe to the Services. You will provide us with current, complete and accurate information as prompted by the applicable registration/subscription form(s). You agree to update this data when necessary or requested to keep it current and accurate. You will be solely responsible for maintaining in confidence your master password and master user name. You will be solely responsible for choosing and maintaining in confidence the passwords and user names of your members and/or employees. You are fully responsible for all activities that occur under your master user password, the passwords of your employees, agents and/or members, and your account. ESMC will not be responsible should someone else use your password(s) or account, and you agree to notify ESMC promptly of any unauthorized use of your account or other breach of security.

All registrations and subscriptions become ESMC's exclusive property, and ESMC reserves the right to use all registrations, subscriptions and personally identifiable user information, subject to ESMC's Privacy Policy, which is available from ESMC upon request.

### **DISCLAIMER OF WARRANTY**

ERRS AND THE SERVICES ARE PROVIDED "AS IS" WITH ALL FAULTS. ESMC DOES NOT WARRANT THAT ALL ERRORS IN THE SOFTWARE AND DOCUMENTATION WILL BE CORRECTED, AND ASSUMES NO RESPONSIBILITY FOR ANY COMMUNICATIONS, WHETHER BY TELEPHONE, INTERNET OR OTHERWISE, OR FOR THE TIMELINESS, DELETION, MIS-DELIVERY, OR FAILURE TO STORE ANY USER COMMUNICATIONS OR PERSONALIZATION SETTINGS. YOU AGREE AND ACKNOWLEDGE THAT ESMC IS NOT RESPONSIBLE FOR THE SECURITY OR PRIVACY OF COMMUNICATIONS SENT VIA THE SERVICES, INCLUDING BUT NOT LIMITED TO WHERE THE SERVICES ARE BEING

ACCESSED VIA WIRELESS DEVICES OR OTHER EQUIPMENT USED TO ACCESS THE SERVICES.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, ESMC AND ITS SUPPLIERS AND DISTRIBUTORS, HEREBY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION WARRANTIES THAT THE SERVICES ARE FREE OF DEFECTS, MERCHANTABILITY, FIT FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. YOU BEAR THE ENTIRE RISK AS TO SELECTING THE SERVICES FOR YOUR PURPOSES AND AS TO THE QUALITY AND PERFORMANCE OF THE SERVICES. THIS LIMITATION WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

### **TITLE AND INTELLECTUAL PROPERTY RIGHTS.**

Subscription agreements entered into with ESMC for ERRS and the Services do not confer any title, property rights, interest or ownership to subscribers, and convey only a nonexclusive, nontransferable and temporary authorization to utilize the Services.

You acknowledge that ERRS, the Services and components of ERRS and the software, including without limitation all source, object and executable code, and all ESMC Web sites are the intellectual property of and are owned by ESMC and its suppliers. The structure, organization and code of ERRS are the valuable trade secrets and confidential information of ESMC and its suppliers. The Emergency Responder Reply System and the software and Services of ERRS are protected by copyright, including without limitation by United States Copyright Law, international treaty provisions and applicable laws in the country in which it is being used. You acknowledge that ESMC and/or its suppliers retain the ownership of all patents, copyrights, trade secrets, trademarks and other intellectual property rights pertaining to the ERRS, and that the ownership rights of ESMC and/or its suppliers extend to any images, photographs, animations, videos, audio, music, text and "applets" incorporated into ERRS and all accompanying printed materials. You will take no actions which adversely affect the intellectual property rights of ESMC and/or its suppliers pertaining to ERRS. Trademarks shall be used in accordance with accepted trademark practice, including identification of trademark owners' names. Trademarks may only be used to identify printed output produced by ERRS and its Services, and such use of any trademark does not give you any right of ownership in that trademark. "Emergency Responder Reply System", "ERRS", and "iamresponding" are registered and/or common law trademarks of ESMC or its suppliers. Except as expressly stated above, this Agreement does not grant you any intellectual property rights in ERRS or its Services. Notifications of claimed copyright infringement should be sent to ESMC's copyright agent.

### **CONFIDENTIALITY.**

You acknowledge and agree that the Services and documentation constitute and contain valuable proprietary products and trade secrets of ESMC and/or its suppliers,

embodying substantial creative efforts and confidential information, ideas, and expressions. Accordingly, you agree to treat (and take precautions to ensure that your employees, agents and members treat) the Services and documentation as confidential, and to protect the confidentiality thereof, at all times exercising at least a reasonable degree of care in the protection of such confidential information.

### **USE OF SERVICES.**

The Services are for the use of subscribers of ESMC, of such members and employees of subscribers as are authorized to utilize the Services pursuant to a subscription agreement with ESMC, and of such other individuals and entities as are authorized by ESMC. The products, services, software and information obtained from the Services may not be sold, transferred, licensed, reproduced, displayed, published, distributed, copied, performed or modified by you, or used to create derivative works.

You agree to use the Services only to post, send, receive and view messages and material that are proper and, when applicable, related to the particular Service. As examples of improper use, you agree not to:

- a. Harass, stalk, defame, abuse, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- b. Post, upload or disseminate any obscene, indecent, profane, defamatory or other inappropriate or illegal material.
- c. Use the Services in connection with surveys, contests, raffles, games, "pyramid schemes," chain letters, junk email, spamming or any duplicative or unsolicited messages.
- d. Collect or store personally identifying information about other users for commercial or unlawful purposes.
- e. Make any sexual request on behalf of or to a minor or harm minors in any other way.
- f. Impersonate anyone.
- g. Employ misleading addresses or false information.
- h. Upload, or otherwise make available, files that contain images, photographs, software or other material protected by intellectual property laws, including without limitation copyright or trademark laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary approvals.
- i. Use any material or information, including without limitation images or photographs, which are made available through the Services in any manner that infringes anyone's proprietary right.
- j. Upload, post, e-mail or otherwise transmit files that contain so-called viruses, Trojan horses, worms, time bombs, trap doors, corrupted files, or any other similar software or programs that may damage the operation of anyone's computer or property or adversely affect the quality, performance or functionality of the Services.

- k. Advertise or offer to sell or buy any goods or services for any business purpose, unless expressly authorized in advance, in writing, by ESMC.
- l. Inhibit or restrict any other user from using and enjoying the Services.
- m. Delete or falsify any copyright information, such as author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- n. Download any file posted by another user of a Service that you know, or reasonably should know, may not be legally reproduced, displayed, performed, or distributed in such manner.
- o. Violate any code of conduct or other guidelines which may apply to any particular Service.
- p. Collect information about others outside of your organization, including e-mail addresses.
- q. Violate any applicable laws or regulations, including without limitation regulations promulgated by the U.S. Securities and Exchange Commission, and rules of any national or regional securities exchange.
- r. Use, download or otherwise copy, or provide (whether or not for a fee) to anyone any directory of users of the Services or other user or usage information.
- s. Decompile, disassemble, modify, translate, adapt, reverse engineer, create derivative works from or sublicense any software employed in connection with Services.

ESMC is not required to monitor the Services or the use of the Services. However, ESMC reserves the right to review and remove materials posted to the Services in its sole discretion.

In its sole discretion, ESMC may disclose any information it deems necessary or appropriate to satisfy any applicable law, regulation, legal process or governmental request, or refuse to post, remove or edit any materials, in whole or in part.

ESMC has a zero tolerance policy towards inappropriate activity by anyone who gains access to ESMC's infrastructure, equipment, computers or servers. If, in ESMC's sole discretion, Subscribers, their agents, independent contractors or assigns (valid or invalid) or any third party gaining access through a Subscriber's account name and password are found to have engaged in any inappropriate activity or prohibited transaction, ESMC reserves the right to suspend and/or close Subscriber's account, to share this information (together with Subscriber's identity) to appropriate governmental agencies, and to pursue all available legal remedies. Prior to connecting to ESMC's network, Subscribers represent and warrant that they have taken all commercially reasonable efforts in accordance with customary industry practice to protect their equipment, servers and computers against computer viruses, worms, Trojan horses, and other destructive hardware. Subscribers further agree on an ongoing basis to use all commercially reasonable efforts in accordance with customary industry practice to protect their equipment, servers and computers against computer viruses, worms, Trojan horses, and other destructive hardware.

### **SERVICES NOT A SUBSTITUTE.**

The Services of the ERRS are provided as a supplement to existing dispatch and response systems, and are not intended as either a dispatch system for emergency events or situations, or as a substitute for either existing emergency communication systems or reasonable judgments made by emergency services providers.

### **SERVICES AND SOFTWARE AVAILABLE ON THIS WEB SITE.**

Any Services or software that are made available for downloading or use constitute the copyrighted and proprietary property and work of ESMC and/or its suppliers. Such Services and software are made available for download and/or use solely by Subscribers according to the terms of the Subscription Agreement and this Terms of Use Agreement.

**COPYING OR REPRODUCING THE SERVICES OR SOFTWARE, OR ANY PORTION THEREOF, TO ANY OTHER LOCATION FOR FURTHER REPRODUCTION OR REDISTRIBUTION IS EXPRESSLY PROHIBITED. VIOLATORS WILL BE PROSECUTED TO THE MAXIMUM EXTENT OF THE LAW.**

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ESMC grants you permission to use documents (such as white papers, press releases and FAQs) from the Services ("Documents"), provided that (1) the copyright notice shown below appears in all copies and that both the copyright notice and this permission notice appear, (2) no modifications of any Documents are made and (3) use of such Documents from the Services is for informational and non-commercial or personal use only and will not be copied or posted on any network computer or broadcast in any media. Accredited educational institutions may download and reproduce the Documents for distribution in the classroom, but distribution outside the classroom requires prior written permission. Use for any other purpose is expressly prohibited by law, and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible.

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**REVERSE ENGINEERING.**

You may not (and you may not allow or assist any third party to) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, underlying ideas, underlying user interface techniques, protocols or algorithms of ERRS, its Services or its underlying software by any means whatsoever, directly or indirectly, or disclose any of the foregoing, except to the extent you may be expressly permitted to decompile under applicable law in the European Union, if it is essential to do so in order to achieve operability of the Services with another software program, and you have first requested ESMC to provide the information necessary to achieve such operability and ESMC has not made such information available. ESMC has the right to impose reasonable conditions and to request a reasonable fee before providing such information. Any information supplied by ESMC or obtained by you, as permitted hereunder, may only be used by you for the purpose described herein and may not be disclosed to any third party or used to create any software or services which are substantially similar to the expression of the software of ERRS. Requests for information from users in the European Union with respect to the above should be directed to the ESMC Customer Support Department.

**MATERIALS PROVIDED TO ESMC OR POSTED ON ANY ESMC WEB SITE.**

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perform, reproduce, edit, translate and reformat your Submission; to publish your name in connection with your Submission; and to sublicense such rights to any supplier of the Services.

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In addition, by Posting a Submission that contains images, photographs, pictures or that is otherwise graphical in whole or in part ("Images"), you warrant and represent that (a) you are the copyright owner of such Images, or the copyright owner has granted you permission to use such Images or any content and/or images contained in such Images consistent with the manner and purpose of your use and as otherwise permitted by these Terms and Conditions and the Services, (b) you have the rights necessary to grant the licenses and sublicenses described in these Terms and Conditions, and (c) any person depicted in such Images has provided consent to the use of the Images as set forth in these Terms and Conditions, including without limitation the distribution, public display and reproduction of such Images. By Posting Images, you are granting (a) to all members of your private community (for each such Image available to members of such private community), and (b) to the general public (for each such Image available anywhere on the Services, other than a private community), permission to use your Images in connection with the use, as permitted by these Terms and Conditions, of any of the Services, and including without limitation a non-exclusive, world-wide, royalty-free license to copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Images without having your name attached to such Images, and the right to sublicense such rights to any supplier of the Services. No compensation will be paid with respect to the use of your Images.

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### **LINKS TO THIRD PARTY SITES.**

Third party site links will let you leave ESMC's site. ESMC is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by ESMC of the site. The linked sites are not under ESMC's control, and ESMC is not responsible for the content of any linked site or any link contained in a linked site, or any changes or updates to such sites. ESMC is not responsible for webcasting or any other form of transmission received from any linked site.

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### **INDEMNITY AND RELEASE.**

By accessing or using the Services, you agree to indemnify, defend and hold harmless ESMC and its suppliers and distributors, including without limitation their successors and assigns, and their affiliates, owners, officers, directors and employees to the fullest extent permitted by law, and to hold them harmless from and against any and all claims, demands, expenses or causes of action whatsoever, including reasonable attorneys' fees, arising from your use of the Services or from any person's use of any account or password you maintain, regardless of whether such use is authorized by you. Furthermore, by using the Services, you agree to release ESMC and its suppliers and distributors, their successors and assigns, and their affiliates, owners, officers, directors and employees from any and all claims, demands, debts, obligations, damages, costs and expenses of any kind or nature whatsoever, whether known or unknown, suspected or unsuspected, disclosed or undisclosed, that you may have against them arising out of or in any way related to your use of the Services.

**YOU HEREBY AGREE TO WAIVE ALL LAWS WHICH MAY LIMIT THE EFFICACY OF SUCH RELEASES.**

### **MISCELLANEOUS.**

(a) The failure of ESMC at any time to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same or any other term hereof. These Terms and Conditions may be amended only by ESMC. In the event of a

breach or threatened breach of these Terms and Conditions, ESMC shall have all applicable equitable as well as legal remedies.

(b) ESMC may elect to provide you with customer support and/or upgrades, enhancements, or modifications to the Services (collectively, "Support"), in its sole discretion, and may terminate such Support at any time without notice to you. ESMC may change, enhance, eliminate, suspend, or discontinue any aspect of the Services at any time, including the availability of any Service feature, database, or content. ESMC may also impose limits on certain features and services or restrict your access to parts or all of the Service or the ESMC web site without notice or liability.

(c) ESMC reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Services (or any part thereof) with or without notice. You agree that ESMC shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Services. ESMC may also impose limits on certain features and services or restrict your access to parts or all of the Services or the ESMC web site.

#### **LIMITATION OF LIABILITY.**

**YOU ACKNOWLEDGE AND AGREE THAT THE CONSIDERATION WHICH ESMC IS CHARGING FOR SUBSCRIPTIONS AUTHORIZING THE USE OF THE SERVICES DOES NOT INCLUDE ANY CONSIDERATION FOR ASSUMPTION BY ESMC OF THE RISK OF YOUR CONSEQUENTIAL OR INCIDENTAL DAMAGES WHICH MAY ARISE IN CONNECTION WITH YOUR USE OF THE SERVICES. ACCORDINGLY, YOU AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL ESMC OR ITS SUPPLIERS OR DISTRIBUTORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF GOODWILL, COMPUTER FAILURE OR MALFUNCTION OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF OR IN ANY WAY RELATING TO THIS AGREEMENT, TO ANY SUBSCRIPTION AGREEMENT OR TO THE USE OF OR INABILITY TO USE THE SERVICES OR THE PROVISION OF OR FAILURE TO PROVIDE THE SERVICES, EVEN IF ESMC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE THEORY (CONTRACT, WARRANTY, TORT OR OTHERWISE) UPON WHICH SUCH CLAIM IS BASED. YOU FURTHER ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS OF LIABILITY SET FORTH WITHIN THIS SECTION ARE INTEGRAL TO THE AMOUNT OF CONSIDERATION LEVIED IN CONNECTION WITH THE SUBSCRIPTION AUTHORIZING YOU TO ACCESS AND USE THE SERVICES, AND THAT WERE ESMC TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN, SUCH CONSIDERATION WOULD OF NECESSITY BE SET SUBSTANTIALLY HIGHER.**

Because some states and jurisdictions do not allow the exclusion or limitation of liability, the above limitation may not apply to you. In such states and jurisdictions, the liability of ESMC, its suppliers and distributors shall be limited to the maximum extent permitted by law.

**IN ANY CASE, THE ENTIRE, COLLECTIVE LIABILITY OF ESMC, ITS SUPPLIERS AND DISTRIBUTORS, AND YOUR EXCLUSIVE REMEDY, UNDER ANY PROVISION OF THESE TERMS AND CONDITIONS, OR OF THE TERMS AND CONDITIONS OF ANY SUBSCRIPTION AGREEMENT, SHALL BE, AT ESMC'S SOLE OPTION, EITHER (a) RETURN OF THE SUBSCRIPTION PRICE PAID FOR ANY REMAINING PORTION OF THE TERM OF THE SUBSCRIPTION OR (b) U.S. \$250.00.**

### **OTHER RESTRICTIONS**

You may not, and you will not allow any third party to, loan, rent, lease, sublicense, distribute, sell or otherwise transfer all or any portion of the Services to third parties except as expressly authorized in writing by ESMC. You may not copy any portion, component or software of the Services, except as expressly authorized in writing by ESMC, and any copies that you are permitted to make pursuant to such written authorization must contain the same copyright, patent and other intellectual property markings that appear on or in the Services and this Agreement. You may not modify, adapt or translate the Services. You may not, directly or indirectly, rent, lease, distribute, sell or create derivative works of the Services. You may not, directly or indirectly, obtain or attempt to obtain unauthorized access to the Services. You may not, directly or indirectly, incorporate the Services, protocols, code or software, or any portion thereof, into any other service, software, hardware or other technology manufactured or distributed by for you. You may not, directly or indirectly, encumber or suffer to exist any lien or security interest on the Services. You will comply with applicable laws, and ESMC's instructions regarding the use of the Services. You agree to notify your employees, members and agents who may have access to the Services of the restrictions contained in this Agreement and to ensure their compliance with these restrictions.

YOU AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR THE ACCURACY AND ADEQUACY OF THE SERVICES FOR YOUR INTENDED USE AND YOU WILL INDEMNIFY AND HOLD HARMLESS ESMC AND ITS SUPPLIERS FROM ANY THIRD PARTY SUIT TO THE EXTENT BASED UPON THE ACCURACY AND ADEQUACY OF THE SERVICES IN YOUR USE.

### **INJUNCTIVE RELIEF**

You acknowledge that the unauthorized use, transfer or disclosure of the Services, the software which comprises the Services and documentation or copies thereof will (i) substantially diminish the value to ESMC and its suppliers of the trade secrets and other proprietary interests that are the subject of this Agreement; (ii) render inadequate any remedy at law of ESMC and/or its suppliers for such unauthorized use, disclosure or

transfer inadequate; and (iii) cause irreparable injury in a short period of time. If you breach any of your obligations with respect to the use or confidentiality of the Services or documentation, ESMC and its suppliers shall be entitled to equitable relief to protect their interests therein, including, but not limited to, preliminary and permanent injunctive relief.

### **EQUIPMENT REQUIRED AND OPTIONAL.**

In order to use the Services, you must obtain access to the World Wide Web, either directly or through devices that access web-based content, and pay to providers of such access any service fees associated with such access. In addition, you must provide all equipment necessary to make such connection to the World Wide Web.

Any required or optional equipment that you use to use or access the Services, whether required or optional, is subject to the terms, conditions, warranties and disclaimers provided by the manufacturer of the equipment. Please refer to the materials you received when you purchased the equipment to understand your rights and obligations, including what warranties and disclaimers apply to you.

### **LOCAL, LONG DISTANCE AND TOLL FREE TELEPHONE NUMBERS.**

Any and all local, long distance and toll free telephone numbers that ESMC provides or assigns to subscribers are the sole and exclusive property of ESMC or its business affiliates and subscribers shall have no rights whatsoever in or with respect to such telephone numbers. ESMC reserves the right to change and re-assign such telephone numbers at any time.

### **DISPATCH DATA**

If you import dispatch data from your dispatch center to ERRS, and if your members choose to have that information relayed to them via email and/or text message, it is understood by you that: this functionality is dependent upon the technology capabilities of your dispatch center; that this specific functionality will not work with all dispatch center systems; and that no guarantees or warranties are made concerning this functionality. It is further understood by you that ESMC can not control the timing, speed or reliability of the delivery of the dispatch information to your members once the information has been transmitted by ESMC to the members' internet service providers and/or cellular telephone providers. Therefore, it is specifically understood that this specific functionality is NOT to be relied upon under any circumstances as a primary means of notification for emergency events, and should only be utilized as a non-emergent, secondary means of notification. Certain cellular providers limit the number of characters permitted per text message, and therefore it is also understood that certain transmitted text messages may omit or delete information if the message exceeds the character length of the members' cellular provider.

To the greatest extent permitted by law, in consideration of the provision of this service, you release ESMC from any and all claims and liabilities of any nature whatsoever associated with any transmission of dispatch information.

You shall not under any circumstances cause dispatch information to be transmitted, re-transmitted, or forwarded, whether directly from your lamResponding system, manually or automatically, to any servers, server networks, or mobile applications ("Apps") other than those exclusively controlled and maintained by ESMC, excepting only Internet Service Providers (ISP's) and telephone network carriers necessary to the minimal extent possible to permit the direct relay of dispatch information from lamResponding.com to your personal/work email inbox(s) and personal/work mobile device(s). These limited and minimal exceptions (ISP's and telephone network carriers) are further limited to only those which simply pass through the dispatch information, without opening, manipulating, utilizing, converting, applying or modifying the information in any manner whatsoever.

### **FORCE MAJEURE**

ESMC shall not be liable for any default or delay in the performance of any of its obligations to Subscribers if such default or delay is caused, directly or indirectly, by: fire, flood, earthquake, significant weather events, or other such occurrences; labor disputes, strikes or lockouts; wars (declared or undeclared), rebellions or revolutions; riots or civil disorder; unavoidable casualties; interruptions of transportation or communications facilities or delays in transit or communication; supply shortages or the failure of any party to perform any commitment relative to the production or delivery of any equipment or material required to perform the obligations; embargoes; actions, inactions, rulings, regulations, decisions or requirements, whether valid, invalid, formal or informal, of any government, tribunal or governmental agency; or any other cause, whether similar or dissimilar to those enumerated herein, beyond ESMC's reasonable control.

### **NOTICES**

All notices, authorizations, and requests in connection with this Agreement shall be deemed given (i) five days after being deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (ii) one day after being sent by overnight courier, charges prepaid, with a confirming fax; and addressed as set forth in your Subscription Agreement or to such other address as the party to receive the notice or request so designates by written notice to the other. ESMC may also provide Notices to you by email addressed to the email address that you provide as your primary contact email address in your Subscription Agreement, and such Notice is deemed given at the time sent by email.

### **NONASSIGNABILITY and NON-SHARING**

You shall not assign or otherwise license your Subscription or Subscription Agreement, or any rights that you may have thereunder, without the prior written consent of ESMC. You shall not share the Services with any other non-subscribing entity.

### **NO THIRD PARTIES**

By subscribing to and/or utilizing ERRS and/or the Services, you agree and acknowledge that there are no known or intended third party beneficiaries of your subscription and/or use of ERRS and the Services. You further agree and acknowledge that there are no contractual agreements or relationships of any nature whatsoever, express or implied, between you and any party other than ESMC concerning or pertaining any manner whatsoever to the ERRS and/or the Services.

### **GOVERNING LAW, JURISDICTION AND VENUE.**

The validity, interpretation, construction and performance of this Agreement and of your Subscription Agreement shall be governed by the laws of the State of New York without giving any effect or regard to its conflict of law provisions. The New York state courts in and for Onondaga County, New York (or, if there is exclusive federal jurisdiction, the United States District Court for the Northern District of New York) shall have exclusive jurisdiction and venue over any dispute arising out of this Agreement and/or your Subscription Agreement, and you hereby consent to the personal and subject matter jurisdiction of such courts and waive any objection as to venue in such jurisdiction.

### **SURVIVAL**

This Agreement shall be binding upon the parties, their successors and permitted assigns. You may not assign any rights to the use or access of ERRS or its Services without the express prior written consent of ESMC.

### **SEVERABILITY**

If all or part of any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, such portion(s) of the provision(s) as are held to be illegal, invalid or unenforceable will be construed to reflect the parties' original intent, and the remaining portions and provisions shall remain in full force and effect.

### **ENTIRE AGREEMENT.**

This Agreement and your Subscriber Agreement constitute the entire agreement between you and ESMC and govern your use of the Services, superseding any prior agreements between you and ESMC with respect to the Services. In the event of a specific conflict between the terms and conditions of this Agreement and those in your Subscription Agreement, the terms and conditions of your Subscriber Agreement shall control.

## **HEADINGS.**

The section headings in this Agreement are for convenience only, do not import any terms or conditions, and shall not be utilized in any interpretation of the terms or conditions of this Agreement.

## **STATUTE OF LIMITATIONS**

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the use of the Services, to this Agreement, or to your Subscription Agreement must be filed within one (1) year of the accrual of such claim or cause of action or it shall be forever barred. As a condition precedent to the commencement of any litigation against ESMC, its suppliers or distributors, you must provide written notice to ESMC of the existence and specific basis of your claims and allegations within sixty (60) days of the accrual of your claim, and must submit your claim to private, non-binding mediation to be held in Onondaga County, New York. You may not in any event commence litigation against ESMC, its suppliers or distributors until after a determination and/or statement of findings has been issued by a mediator.

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Last modified: January 28, 2013.

Section(s) modified: Dispatch Data; Copyright Notice

Last previous modification: November 18, 2010

THRESHER DONATIONS  
THRU 10.19.16

EFF DATE	AMOUNT	VDR NAME/ITEM DESC	COMMENTS
'10/04/2016	\$ (20.00)	'BONNELL	KENNETH
'09/06/2016	\$ (20.00)	'BONNELL	KENNETH
'08/15/2016	\$ (20.00)	'BONNELL	KENNETH
'07/05/2016	\$ (20.00)	'BONNELL	KENNETH
	\$ (80.00)		

**BUREAU OF ALCOHOL BEVERAGES AND LOTTERY OPERATIONS**  
**DIVISION OF LIQUOR LICENSING AND ENFORCEMENT**  
**8 STATE HOUSE STATION, AUGUSTA, ME 04333-0008**  
**10 WATER STREET, HALLOWELL, ME 04347**  
**TEL: (207) 624-7220 FAX: (207) 287-3434**  
**EMAIL INQUIRIES: MAINELIQUOR@MAINE.GOV**

DIVISION USE ONLY	
License No:	
Class:	By:
Deposit Date:	
Amt. Deposited:	
Cash Ck Mo:	

NEW application:  Yes  No

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

INDICATE TYPE OF PRIVILEGE:  MALT  VINOUS  SPIRITUOUS

**INDICATE TYPE OF LICENSE:**

- |  |   |  |
|--|---|--|
| <input checked="" type="checkbox"/> RESTAURANT (Class I,II,III,IV) | <input type="checkbox"/> RESTAURANT/LOUNGE (Class XI) | <input type="checkbox"/> CLASS A LOUNGE (Class X)        |
| <input type="checkbox"/> HOTEL (Class I,II,III,IV)                 | <input type="checkbox"/> HOTEL NO FOOD (Class I-A)    |  |
| <input type="checkbox"/> CLUB w/o Catering (Class V)               | <input type="checkbox"/> CLUB with CATERING (Class I) | <input type="checkbox"/> GOLF COURSE (Class I,II,III,IV) |
| <input type="checkbox"/> TAVERN (Class IV)                         | <input type="checkbox"/> QUALIFIED CATERING           | <input type="checkbox"/> OTHER: _____                    |

**REFER TO PAGE 3 FOR FEE SCHEDULE**

**ALL QUESTIONS MUST BE ANSWERED IN FULL**

Corporation Name: <i>FIRST SERVE HOSPITALITY GROUP</i>	Business Name (D/B/A) <i>ROBERT'S MAINE GRILL</i>
APPLICANT(S) –(Sole Proprietor) DOB: <i>SHIVA K. NATARAJAN 06-10-1964</i>	Physical Location: <i>326 U.S. ROUTE 1</i>
DOB: <i>06-10-1964</i>	City/Town State Zip Code <i>KITTERY MAINE 03904</i>
Address <i>40 DAVID BALLU ATTORNEY</i> <i>408 U.S. ROUTE ONE, 2nd Floor</i>	Mailing Address <i>40 DAVID BALLU - 408 U.S. ROUTE ONE 2nd Floor</i>
City/Town State Zip Code <i>YORK MAINE 03909</i>	City/Town State Zip Code <i>YORK MAINE 03909</i>
Telephone Number Fax Number <i>203-434-7205</i>	Business Telephone Number Fax Number <i>203-434-7205</i>
Federal I.D. # <i>81-3995475</i>	Seller Certificate #: or Sales Tax #:
Email Address: <i>Shivaknat@gmail.com</i> Please Print	Website: <i>www.robertsmainegrill.com</i>

If business is NEW or under new ownership, indicate starting date: 12-01-2016

Requested inspection date: \_\_\_\_\_ Business hours: \_\_\_\_\_

- If premise is a Hotel or Bed & Breakfast, indicate number of rooms available for transient guests: N/A
- State amount of gross income from period of last license: ROOMS \$ \_\_\_\_\_ FOOD \$ \_\_\_\_\_ LIQUOR \$ \_\_\_\_\_
- Is applicant a corporation, limited liability company or limited partnership? YES  NO

If Yes, please complete the Corporate Information required for Business Entities who are licensees.

- Do you permit dancing or entertainment on the licensed premises? YES  NO
- If manager is to be employed, give name: MERY PUGLIESE
- Business records are located at: 326 US Route 1, Kittery, Maine, 03904
- Is/are applicants(s) citizens of the United States? YES  NO
- Is/are applicant(s) residents of the State of Maine? YES  NO

9. 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
SHIVA K. NATARAJAN	6-10-1964	CALCUTTA INDIA

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

10. 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: \_\_\_\_\_ (use additional sheet(s) if necessary)

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

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

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

14. Describe in detail the premises to be licensed: (On Premise Diagram Required) Full Service restaurant + bar.

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

16. What is the distance from the premises to the NEAREST school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel? 2.0 mi. Which of the above is nearest? Jehovah's Witnesses

17. 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: SBA 90% LOAN 44 BUSINESS CAPITOL (DIVISION OF BERKSHIRE BANK)

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

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

Dated at: YORK MAINE on 9/29/16, 20 16  
Town/City, State Date

Shiva Natarajan  
Signature of Applicant or Corporate Officer(s)

Please sign in blue ink

Signature of Applicant or Corporate Officer(s)

SHIVA K. NATARAJAN  
Print Name

Print Name



Division of Alcoholic Beverages and Lottery  
Operations  
Division of Liquor Licensing and Enforcement

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

<b>For Office Use Only:</b>	
License #:	_____
SOS Checked:	_____
100% Yes	<input type="checkbox"/> No <input type="checkbox"/>

Questions 1 to 4 must match information on file with the Maine Secretary of State's office. If you have questions regarding this information, please call the Secretary of State's office at (207) 624-7752.

Please clearly complete this form in its entirety.

- Exact legal name: FIRST SERVE HOSPITALITY GROUP
- Doing Business As, if any: ROBERT'S MAINE GRILL
- Date of filing with Secretary of State: 9/28/16 State in which you are formed: MAINE
- If not a Maine business entity, date on which you were authorized to transact business in the State of Maine:  
\_\_\_\_\_
- List the name and addresses for previous 5 years, birth dates, titles of officers, directors and list the percentage ownership: (attach additional sheets as needed)

NAME	ADDRESS (5 YEARS)	Date of Birth	TITLE	Ownership %
SHIVA K. NATARAJAN	184 THOMPSON STREET APT # 68, NEW YORK NY - 10012	06/10/64	PRESIDENT	100%

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

- If Co-Op # of members: \_\_\_\_\_ (list primary officers in the above boxes)
- Is any principal person involved with the entity a law enforcement official?  
Yes  No  If Yes, Name: \_\_\_\_\_ Agency: \_\_\_\_\_

8. 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

9. If Yes to Question 8, please complete the following: (attached additional sheets as needed)

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

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

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

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

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

**Signature:**

Shiva Natarajan  
Signature of Duly Authorized Person

Date

9/27/16

SHIVA K NATARAJAN  
Print Name of Duly Authorized Person

---

Submit Completed Forms To:

Bureau of Alcoholic Beverages  
Division of Liquor Licensing and Enforcement  
8 State House Station, Augusta, Me 04333-0008 (Regular address)  
10 Water Street, Hallowell, ME 04347 (Overnight address)  
Telephone Inquiries: (207) 624-7220 Fax: (207) 287-3434  
Email Inquiries: [MaineLiquor@Maine.gov](mailto:MaineLiquor@Maine.gov)

Bureau of Alcoholic Beverages and Lottery Operations  
Division of Liquor Licensing & Enforcement  
8 State House Station, Augusta, ME 04333-0008  
10 Water Street, Hallowell, ME 04347  
Tel: (207) 624-7220 Fax: (207) 287-3434  
Email Inquiries: [MaineLiquor@maine.gov](mailto:MaineLiquor@maine.gov)

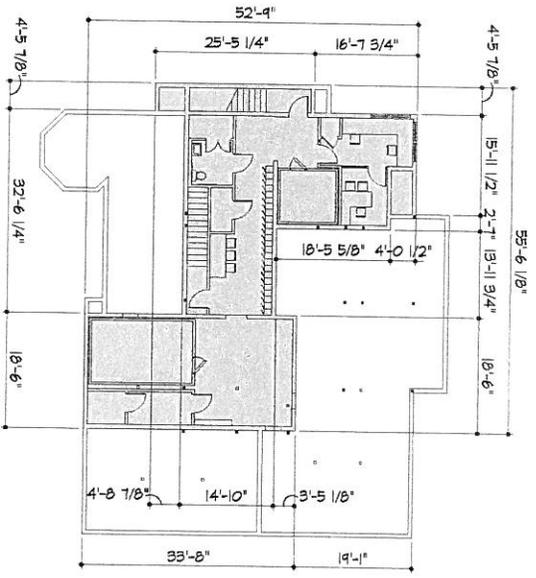
DIVISION USE ONLY
<input type="checkbox"/> Approved
<input type="checkbox"/> Not Approved
BY:

### ON PREMISE DIAGRAM

In an effort to clearly define your license premise and the area that consumption and storage of liquor is allowed. The Division requires all applicants to submit a diagram of the premise to be licensed in addition to a completed license application.

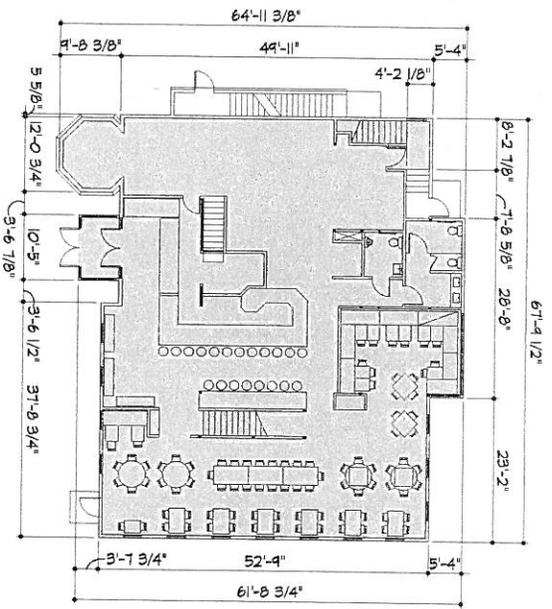
Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the areas of your diagram including entrances, office area, kitchen, storage areas, dining rooms, lounges, function rooms, restrooms, decks and all areas that you are requesting approval from the Division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

See diagrams attached  
as 2 separate sheets



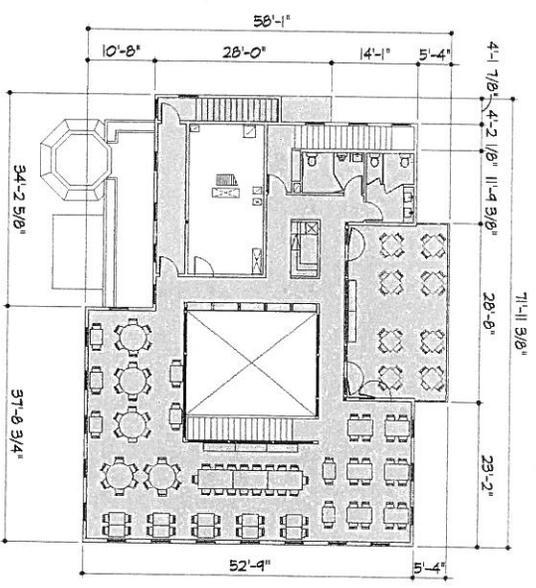
**BASEMENT:**

**AREA = 1626 SQ.FT.**



**FIRST FLOOR:**

**AREA = 3743 SQ.FT.**



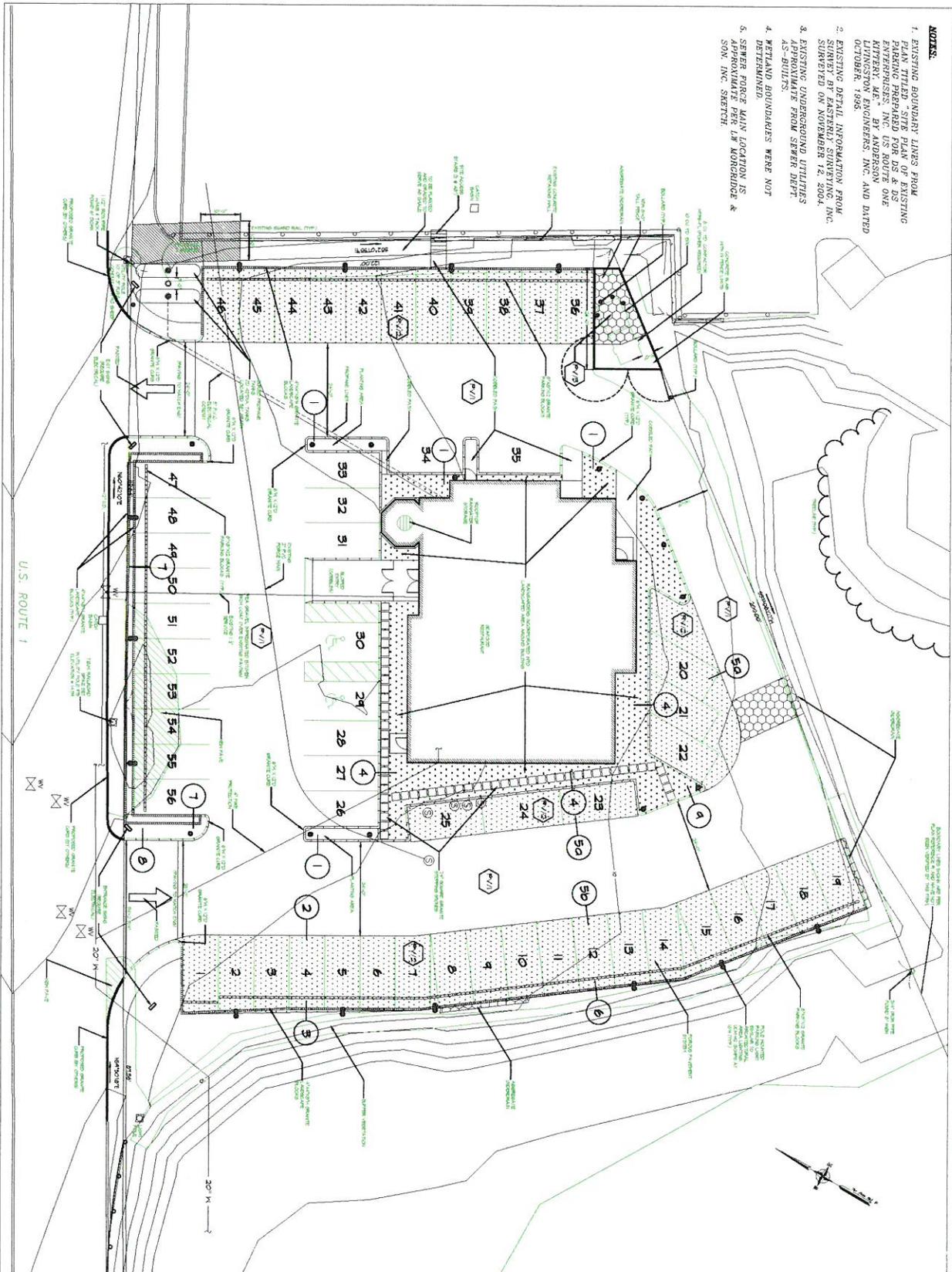
**SECOND FLOOR:**

**AREA = 2744 SQ.FT.**

**TOTAL AREA (FLOOR BASE - SECOND): 8113 SQ.FT.**

KITTERY SEAFOOD RESTAURANT	Area Calculation	AC01
CONCEPT PRESENTATION	Oct 17, 2005	3/64" = 1'-0"

- NOTES:**
1. EXISTING BOUNDARY LINES FROM PLAN TITLED "SITE PLAN OF EXISTING PARKING PREPARED FOR DS & DS ENTERPRISES, INC. US ROUTE ONE LITTONSTON ENGINEERS, INC. AND DATED OCTOBER, 1995.
  2. EXISTING DETAIL INFORMATION FROM SURVEY BY EASTERN SURVEYING, INC. APPROXIMATE PER L/R MONCRIDGE & SON, INC. SKETCH.
  3. EXISTING UNDERGROUND UTILITIES AS-BUILTS.
  4. WETLAND BOUNDARIES WERE NOT DETERMINED.
  5. SEWER FORCE MAIN LOCATION IS APPROXIMATE PER L/R MONCRIDGE & SON, INC. SKETCH.



<p><b>ROBERT'S</b> MAINE OILS AND MARKET 326 U.S. Route 1 KERRY, MAINE</p>	
<p><b>Michael Landrum</b> Project Manager 1000 Main Street, Suite 202 Kerry, Maine 04459 Tel: (207) 739-2339 Fax: (207) 739-2338 Cell: (207) 739-2339</p>	<p><b>Paul Bennett Architects</b> 1000 Main Street, Suite 202 Kerry, Maine 04459 Tel: (207) 739-2339 Fax: (207) 739-2338 Cell: (207) 739-2339</p>
<p><b>Industry Architect</b> 1000 Main Street, Suite 202 Kerry, Maine 04459 Tel: (207) 739-2339 Fax: (207) 739-2338 Cell: (207) 739-2339</p>	<p><b>CS2 Consulting &amp; Design, Inc.</b> 1000 Main Street, Suite 202 Kerry, Maine 04459 Tel: (207) 739-2339 Fax: (207) 739-2338 Cell: (207) 739-2339</p>
<p><b>John A. Goss Engineering, P.C.</b> 1000 Main Street, Suite 202 Kerry, Maine 04459 Tel: (207) 739-2339 Fax: (207) 739-2338 Cell: (207) 739-2339</p>	<p><b>Lighter Group Inc.</b> 1000 Main Street, Suite 202 Kerry, Maine 04459 Tel: (207) 739-2339 Fax: (207) 739-2338 Cell: (207) 739-2339</p>
<p><b>PAUL BENNETT ARCHITECT</b> 1000 Main Street, Suite 202 Kerry, Maine 04459 Tel: (207) 739-2339 Fax: (207) 739-2338 Cell: (207) 739-2339</p>	<p><b>C-1</b></p>

STATE OF MAINE

Dated at: \_\_\_\_\_, Maine \_\_\_\_\_  
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 herby approve said application.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

THIS APPROVAL EXPIRES IN 60 DAYS

NOTICE – SPECIAL ATTENTION

§653. Hearings; bureau review; appeal

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

A. The bureau shall prepare and supply application forms. [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-premises license or transfer of the location of an existing on-premises license within 60 days of the filing of an application, the application is deemed approved and ready for action by the bureau. For purposes of this paragraph, the date of filing of the application is the date the application is received by the municipal officers or county commissioners. This paragraph applies to all applications pending before municipal officers or county commissioners as of the effective date of this paragraph as well as all applications filed on or after the effective date of this paragraph. This paragraph applies to an existing on-premises license that has been extended pending renewal. The municipal officers or the county commissioners shall take final action on an on-premises license that has been extended pending renewal within 120 days of the filing of the application. [2003, c. 213, §1 (AMD).]

D. If an application is approved by the municipal officers or the county commissioners but the bureau finds, after inspection of the premises and the records of the applicant, that the applicant does not qualify for the class of license applied for, the bureau shall notify the applicant of that fact in writing. The bureau shall give the applicant 30 days to file an amended application for the appropriate class of license, accompanied by any additional license fee, with the municipal officers or county commissioners, as the case may be. If the applicant fails to file an amended application within 30 days, the original application must be denied by the bureau. The bureau shall notify the applicant in writing of its decision to deny the application including the reasons for the denial and the rights of appeal of the applicant. [1995, c. 140, §5 (NEW).][ 2003, c. 213, §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, c.45, 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 violations or repeated parking or traffic violations on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises or other such conditions caused by persons patronizing or employed by the licensed premises that unreasonably disturb, interfere with or affect the ability of persons or businesses residing or located in the vicinity of the licensed premises to use their property in a reasonable manner; [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; [2009, c. 81, §1 (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; and [2009, c. 81, §2 (AMD).]

G. After September 1, 2010, server training, in a program certified by the bureau and required by local ordinance, has not been completed by individuals who serve alcoholic beverages. [2009, c. 81, §3 (NEW).]  
[ 2009, c. 81, §§1-3 (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).]

B. If the decision appealed from is an application denial, the bureau may issue the license only if it finds by clear and convincing evidence that the decision was without justifiable cause. [1993, c.730, §27 (AMD).]  
[1995, c.140, §6 (AMD) .]

**4. No license to person who moved to obtain a license.** [ 1987, c. 342, §32 (RP) .]

**5. Appeal to District Court.** Any person or governmental entity aggrieved by a bureau decision under this section may appeal the decision to the District Court within 30 days of receipt of the written decision of the bureau.

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

[ 1995, c. 140, §7 (AMD); 1999, c. 547, Pt. B, §78 (AMD); 1999, c. 547, Pt. B, §80 (AFF) .]

**Please be sure to include the following with your application:**

Completed the application and sign the form.

Signed check with correct license fee and filing fee.

Your local City or Towns signature(s) are on the forms.

Be sure to include your ROOM, FOOD and LIQUOR gross income for the year (if applicable).

Enclose diagram for all businesses, auxiliary locations, extended decks and storage areas.

Complete the Corporate Information sheet for all ownerships except sole proprietorships.

If you have any questions regarding your application please contact us at (207)624-7220.

FEE SCHEDULE

FILING FEE: (must be included on all applications)..... \$ 10.00

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.

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

All fees must accompany application, make check payable to the Treasurer, State of Maine.

This application must be completed and signed by the Town or City 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.



# TOWN OF KITTERY, MAINE

TOWN CLERK'S OFFICE

200 Rogers Road, Kittery, ME 03904

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

11/8/16  
11:30 Am

## APPLICATION FOR APPOINTMENT TO TOWN BOARDS

NAME: Dana Kimball

RESIDENCE: 6 Bridgeway Terrace, KITTERY

MAILING (if different) \_\_\_\_\_

E-MAIL ADDRESS: dpk33@comcast.net PHONE #: (Home) 603-475-5629 (Work) \_\_\_\_\_

**Please check your choice:**

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

EDUCATION/TRAINING: OUTDOOR RE/ED UMD, President of EcoVentures (wildlife conservation)

RELATED EXPERIENCE (Including other Boards and Commissions) conservation commission  
open space committee

PRESENT EMPLOYMENT: self

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

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

REASON FOR APPLICATION TO THIS BOARD: more green open space

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

Please read the back of this application before signing.

Dana Kimball  
SIGNATURE OF APPLICANT

11/8/16  
DATE



# TOWN OF KITTERY, MAINE

TOWN CLERK'S OFFICE

200 Rogers Road, Kittery, ME 03904

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

RECEIVED  
NOV 03 2016

BY: 11:05 AM

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: DAVID M. O'Reilly

RESIDENCE: 1 O'Reilly LN

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

E-MAIL ADDRESS: \_\_\_\_\_

TELEPHONE NUMBERS: (HOME) 207-337-2674 (WORK) \_\_\_\_\_

PRESENT POSITION: CURRENT MEMBER

PLEASE CHECK APPROPRIATE SQUARE:

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Board of Appeals               | <input type="checkbox"/> Port Authority   | <input type="checkbox"/> Mary Safford Wildes Trust                 |
| <input type="checkbox"/> Conservation Commission        | <input type="checkbox"/> Planning Board   | <input checked="" 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.

Daniel M O'Reilly  
SIGNATURE OF APPLICANT

11-3-16  
DATE



# TOWN OF KITTERY, MAINE

TOWN CLERK'S OFFICE

200 Rogers Road, Kittery, ME 03904

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

RECEIVED  
NOV 01 2016

BY: 5:25 pm

## APPLICATION FOR APPOINTMENT TO TOWN BOARDS

NAME: Dianne Fallon

RESIDENCE: 27 Miller Road Kittery Pt 03905

MAILING (if different) \_\_\_\_\_

E-MAIL ADDRESS: diannefallon2@gmail.com PHONE #: (Home) 207-435-3875 (Work) 207-216-4357

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

- Zoning Board of Appeals
- Conservation Commission
- Cable Television Rate Regulation Board
- Recycling Scholarship Selection Comm.
- Parks Commission
- Port Authority
- Personnel Board
- Board of Assessment Review
- Mary Safford Wildes Trust
- Shellfish Conservation Committee
- Community Center Bldg. Comm./Rec. Comm.
- Open Space Committee
- Planning Board
- Other Library

EDUCATION/TRAINING: B.A. Bowdoin College; M.A./Ph.D. SUNY-Binghamton

RELATED EXPERIENCE (Including other Boards and Commissions) Friends of Library

PRESENT EMPLOYMENT: English Faculty / Dept. Chair, York County Community College

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

ANY KNOWN CONFLICT OF INTEREST: no

REASON FOR APPLICATION TO THIS BOARD: personal interest

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

Dianne Fallon  
SIGNATURE OF APPLICANT

10/1/16  
DATE



# TOWN OF KITTERY, MAINE

## TOWN CLERK'S OFFICE

200 Rogers Road, Kittery, ME 03904

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

### APPLICATION FOR APPOINTMENT TO TOWN BOARDS

NAME: Jeffrey Clifford

RESIDENCE: 27 Miller Road, Kittery Point 03905

MAILING (if different) Same

E-MAIL ADDRESS: jclifford@altus-eng.com

PHONE #: (Home) 439-3875 (Work) 603-433-2335

**Please check one choice:**

- Board of Appeals
- Conservation Commission
- Comprehensive Plan Update Committee
- Education Scholarship Committee
- Parks Commission
- Port Authority
- Personnel Board

- Board of Assessment Review
- Mary Safford Wildes Trust
- Shellfish Conservation Committee
- CIP Committee
- Open Space Committee
- Planning Board
- Other \_\_\_\_\_

EDUCATION/TRAINING: Professional Engineer licensed in ME and NH; BS from UMaine '81

RELATED EXPERIENCE (Including other Boards and Commissions) \_\_\_\_\_

Member of the CIP Committee since inception (late 2008); a former member of

Conservation Commission (8-years) and Comp Plan subcommittees.

PRESENT EMPLOYMENT: Principal at Altus Engineering, Inc.

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

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

No known conflict of interest

REASON FOR APPLICATION TO THIS BOARD: CIP has been a valuable asset to Kittery and I wish to continue serving the Town

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

**Please read the back of this application before signing.**

  
SIGNATURE OF APPLICANT

11/22/2016  
DATE



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

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**REPORT TO TOWN COUNCIL**

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Meeting Date: November 28, 2016  
From: Councilor Thomson  
Subject: Change to Council Rules  
Councilor Sponsor: Thomson

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**EXECUTIVE SUMMARY**

At the beginning of every new Council term year, Council Rules are adopted for the ensuing year. This is the natural time to make any additions or deletions to said Rules. The Ordinance Review Committee has been relatively inactive for a number of years after its effectiveness and need came into question. With a new Town Manager beginning her tenure and several new Department Heads now in place, Ordinance development and review should be returned to its rightful place in the administrative branch of municipal government. This is accomplished by deleting Section Fifteen, Item B from Council Rules.

**STATEMENT OF NEED**

The Town Council needs to display an outward expression of confidence in the Town Manager and staff for leadership/direction in this area.

**BACKGROUND**

Please refer to Executive Summary.

**FACTS BEARING ON THE EQUATION**

Please reference above statements.

**CURRENT SITUATION**

Support exists on Town Council for above action. At the beginning of Council year and within the first month of Town Manager's employment is the appropriate time for this action.

**PROPOSED SOLUTION/RECOMMENDATION**

SEE ABOVE

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

No costs: See above

## **COUNCIL RULES**

Except as superseded by these rules, Robert's Rules of Order, Newly Revised, 10<sup>th</sup> Edition, govern the conduct of meetings.

### **SECTION ONE. REGULAR MEETINGS:**

The regular meetings of the Council are held in the Council Chambers of the Town Hall on either the second or fourth Monday of each calendar month, or both. Public proceedings commence at 7:00 p.m. whether or not preceded by an executive session.

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

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

### **SECTION TWO. SPECIAL MEETINGS:**

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

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

### **SECTION THREE. COUNCIL ACTION:**

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

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

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

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

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

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

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

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

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

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

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

#### **SECTION SIX. VICE CHAIRPERSON.**

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

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

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

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

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

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

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

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

#### **SECTION NINE. MOTIONS IN WRITING**

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

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

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

## **SECTION ELEVEN. VOTING:**

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

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

## **SECTION TWELVE. AGENDA:**

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

An agenda will be prepared for each regular meeting and posted by the Thursday preceding said meeting. Posting will be in a public area of the municipal building and of the U.S. Post Offices in Kittery and Kittery Point.

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

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

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

- Executive Summary
- Statement of Need
- Background
- Facts Bearing on the Equation
- Current Situation
- Proposed Solution / Recommendation
- Rationale for the Proposed Solution (including costs)

The agenda consists of the following categories:

1. Call to Order
2. Introductory
3. Pledge of Allegiance
4. Roll Call
5. Agenda Amendment and Adoption

6. Town Manager's report
7. Acceptance of previous minutes
8. Interviews for Planning Board and Board of Appeals.
9. All items involving the town attorney, town engineers, town employees or other town consultants or requested officials.

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

10. Public hearings
11. Discussion
  - a. Discussion by members of the public (3 minutes per person)
  - b. Response to public comment directed to a particular Councilor'
  - c. Chairperson's response to public comments.
12. Unfinished business
13. New business
  13. a. Donations/gifts received for Council disposition
14. Councilor issues or comment
15. Committee and other reports
  - a. Communications from the Chairperson
  - b. Committee reports
16. Executive session, if required
17. Adjournment

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

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

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

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

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

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

### **SECTION THIRTEEN. DISCUSSION.**

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

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

1. The Public Discussion section of the agenda is reserved for members of the public who wish to address the Council on any matters listed on the agenda or on other matters they wish to bring to the Council's attention.
2. Any person wishing to have an item listed on the agenda under Public Discussion shall submit the matter to be discussed in writing to the Town Clerk by 4:00 p.m. on the Tuesday preceding the Thursday that the agenda is to be posted.
3. Persons wishing to address the Council during public discussion will signify their desire by raising their hand and, when recognized by the Chairperson, request permission to address the Council, giving their name and address, then designating the subject matter on which they desire to address the Council.
4. Members of the public, addressing the Council during the public discussion section of the agenda shall limit their statements to the Council, to no more than three minutes per person unless the Chairperson finds it necessary to allow more time.
5. Persons wishing to address the Council on an item which appears on the agenda after public discussion shall wait until the Chairperson announces the consideration of such item, at which time, after being recognized, they may address the Council on that particular item.

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

#### **B. Response to public comments.**

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

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

**SECTION FOURTEEN. COUNCIL POLICIES:**

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

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

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

**SECTION FIFTEEN. STANDING COMMITTEES**

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

**Financial**

All budgetary matters  
Any appropriation ordinance  
Administrative relations  
Grants, bequests, etc.

**Legislative**

Approvals: Permits, licenses  
All non-appropriation ordinances  
Appointments  
Property transfers

~~B. The Ordinance Review Committee consists of two members of the Council appointed annually at the first Regular meeting after the November municipal elections. All communication should be in coordination with the Town Manager.~~

~~The Committee is to conduct a review and evaluation of any non-appropriation ordinance proposal prior to Council Public Hearing on the matter. The Committee is to:~~

- ~~• provide a report of review results to Council at an appropriate level of detail;~~
- ~~• ensure that form and format are consistent with the codification structure;~~
- ~~• note any substantive debatable issues identified; and,~~
- ~~• make a recommendation for ordainment.~~

**SECTION SIXTEEN. COPY COSTS:**

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

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

**SECTION SEVENTEEN. COUNCILOR AWARENESS**

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

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

Approved 02/27/89	Amended 09/27/99	Amended 12/17/01	Amended 09/27/10
Amended 12/28/92	Amended 11/22/99	Amended 09/16/02	Amended 01/09/12
Amended 06/26/95	Amended 05/31/00	Amended 10/28/02	Amended 09/10/12
Amended 010/3/96	Amended 10/30/00	Amended 08/24/09	Amended 02/11/13
Amended 01/10/96	Amended 03/19/01	Amended 11/23/09	Amended 03/25/13
Amended 12/09/96	Amended 07/02/01	Amended 08/23/10	Amended 01/27/14