



TOWN OF KITTERY

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

KITTERY TOWN COUNCIL

COUNCIL CHAMBERS

March 14, 2022

6:00PM

The public may submit public comments via email, US Mail, or by dropping off written comments at the Town Hall. Emailed comments should be sent to:

TownComments@kitteryme.org.

The public may participate in the meeting via Zoom webinar. **Register in advance for the webinar at:**

https://us02web.zoom.us/webinar/register/WN_tVTe22jRQFazpP1ycozgQQ

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

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

1. Call to Order
2. Introductory
3. Pledge of Allegiance
4. Roll Call
5. Agenda Amendment and Adoption
6. Town Manager's Report
7. Acceptance of Previous Minutes
 - February 28, 2022 – Regular Meeting
8. Interviews for the Board of Appeals and Planning Board

9. All items involving the town attorney, town engineers, town employees or other town consultants or requested offices.
 - a. Introduction of Diana Minott, the new Tri Town Police Case Worker.
10. PUBLIC HEARINGS
 - a. (030122-1) The Kittery Town Council moves to approve a new Liquor License application from Kashas Kitchen located at 435 US Route 1, Kittery.
11. DISCUSSION
 - a. Discussion by members of the public (three minutes per person).
 - b. Chairperson may read written comments into the record.
 - c. Chairperson's response to public comments.
12. UNFINISHED BUSINESS
13. NEW BUSINESS
 - a. Donations/gifts received for Council dispositions

(030122-2) The Kittery Town Council moves to approve the following sponsored spaces for the Rice Public Library.

 - Community Room – Given in memory of Eileen G. (Campbell) Pelletier
 - Maker Space – Given by Paul and Jessica McKeon
 - b. (030122-3) The Kittery Town Council moves to approve a renewal Liquor License application from the Dance Hall located at 7 Walker Street, Kittery.
 - c. (030122-4) The Kittery Town Council moves to approve a renewal Liquor License application from Bob's Clam Hut located at 315 US Route 1, Kittery.
 - d. (030122-5) The Kittery Town Council moves appoint a Councilor to interview John Corgan, along with the Chair of the Economic Development Committee for a three-year term.

- e. (030122-6) The Kittery Town Council moves to appoint a Councilor to interview H. Scott Mason, along with the Chair of the Economic Development Committee for a three-term.
- f. (030122-7) The Kittery Town Council moves to appoint a Councilor to interview Edwin Thompson, along with the Chair of the Conservation Commission for a three-year term.
- g. (030122-8) The Kittery Town Council moves to appoint John McCollett to the Climate Adaptation Committee for a three-year term to expire 12/31/2025.
- h. (030122-9) The Kittery Town Council moves to schedule a public hearing on April 11, 2022 on Title 16 – Affordable Housing BL, BL1.
- i. (030122-10) The Kittery Town Council moves to schedule a public hearing on April 11, 2022 on Title 16 – Solar Energy Systems.
- j. (030122-11) The Kittery Town Council moves to approve a sign request from the Kittery Rotary After Hours to place signs about Town advertising their Cinco de Mayo drive through dinner on May 5, 2022.
- k. (030122-12) The Kittery Town Council moves to approve the collective bargaining agreements for the following.
 - Administrative
 - Professional
- l. (030122-13) The Kittery Town Council moves to establish the Diversity, Equity & Inclusion Ad Hoc Committee (DEI Committee).

14. COUNCILOR ISSUES OR COMMENTS

15. COMMITTEE AND OTHER REPORTS

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

16. EXECUTIVE SESSION

17. ADJOURNMENT

Posted: March 10, 2022



TOWN OF KITTERY

Office of the Town Manager

200 Rogers Road, Kittery, ME 03904

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

kamaral@kitteryme.org

Town Manager's Report to the Town Council March 14, 2022

- 1. COVID Update** –At the beginning of March, York County moved into the “moderate” category for COVID risk, per the federal CDC criteria. The Town has consistently followed the CDC guidelines for our local safety protocols and actions relative to masking, distancing, occupancy, and other measures. As a result of the “moderate” risk designation, I lifted the mask requirement in municipal buildings effective March 9.

Staff and visitors/customers are still encouraged to wear a mask in any indoor public location if they are immunocompromised or high risk for COVID-19, if they live with or have regular contact with someone who is immunocompromised or high risk for COVID-19, or if the person deems a face covering is best for their own health and safety. We will continue to offer disposal masks to our employees and visitors who may need or want one. We will also keep the plexi-barriers in place at customer service locations; in accordance with staff requests.

Many of our services can be accessed without having to come in to Town Hall. Services such as vital records, Fort Foster passes, KRRF stickers, vehicle registration, voter registrations, permitting, and more are available online, via email, and phone service. We will continue to offer hybrid public meetings as that has provided greater access to participating in public processes. Sometimes good change comes from difficult situations; the pandemic gave us the space and flexibility to push our technology to do more for customers, public and staff in lasting ways.

We are not through this entirely yet, but I am cautiously optimistic we are closer to normal. It has been a very long and trying 2 years for everyone. We have a lot of healing still to do from the emotional impacts of distancing and isolation. I am so grateful to the staff, volunteers, and community organizations that kept pushing forward despite all of the obstacles and for those who continue to find the light in the darkness.

- 2. PFAS Update** – To date, 15 of the 19 total test results have been received from the well water testing. Testing has occurred on Jewett, Pettigrew, Shade Tree, Wilson, Fernald, Evergreen and one property on Bolt Hill Road that straddles the town line. Four of the test results have come back with elevated PFAS above state interim drinking water standards; two on Jewett, one on Pettigrew, and the Bolt Hill property. We are waiting for test results from four properties on Wilson Road.

Approximately three other properties came back with results for arsenic levels that exceed state drinking water standards. In discussion with DEP, they said arsenic, when considered in tandem with the lack of PFAS detection in these wells, indicates the source is not likely the closed landfill, but a naturally occurring source.

DEP has confirmed no further testing is required in their “step out” effort; meaning no additional sites will need to be tested. They are talking about wanting to take additional samples from already tested wells, to get more data that may help identify whether the source(s) of the elevated PFAS and/or arsenic from factors not associated with the closed landfill. They need to look at other factors to determine if other sources are impacting the water quality for these private wells.

We are having follow-up meetings with the neighborhood and properties impacted by the well testing, and with Mike Rogers (Kittery Water District) about the options and costs to extend public water to these areas.

With the assistance of Representative Kristi Mathieson, we were able to confirm DEP will reimburse the Town for 100% of the costs of testing and bottled water service. We are preparing a preliminary proposal for DEP on costs and options for remediation, specifically extending public water to the target area. I am also following up on leads for other funding sources at the State and Federal level.

As soon as I have all of the options for remediation vetted out with DEP and the other agencies, I will ask for a Council workshop to review them and get direction on next steps. Our goal is to move as quickly as possible for those who are impacted, and hope to be able to assemble everything for late March/early April timeframe.

3. **John Tuttle Retirement** – Please help me in wishing John Tuttle, Lab Technician, well as he starts his retirement from the Kittery Wastewater Department (Sewer). Mr. Tuttle has served with the Wastewater Department for 32 years! He has been a steady and positive presence in the department, readily sharing his wealth of knowledge and experience with everyone who asks. Mr. Tuttle was celebrated at a reception in Town Hall on Thursday, March 10. He will be missed, but not forgotten. We offer congratulations and well wishes for a long and enjoyable retirement.
4. **Gorges Road Fire Station Expansion** – We received bids for the expansion of the Gorges Road Fire Station, approved by the voters through a warrant article in June of 2021. As a reminder, the objective of this project was to relocate the ambulance service from the heart of the Foreside to Gorges Road. The project would add garage bays for the ambulances, create office space for the ambulance administration, and bunk space for firefighters in anticipation of full-time firefighters. The voters approved the use of up to \$800,000 for the project and the sale of the Walker Street Fire Station, with all proceeds going to back to the unencumbered fund balance to repay the costs.

The project was bid as a design-build, meaning the contractor would produce the construction drawings and build the project. The bids came in at approximately \$1.3M. Rapid inflation is impacting everything from materials to labor costs.

Given current market conditions, we have decided to shift our approach to see if a more efficient design may bring the costs down. We are going to do a design-bid-build approach, that involves us designing the project in detail, then bidding. We are working on seeking an architect to develop the plans and work with the staff to identify any and all cost saving measures possible to accomplish the goal of the project at a more acceptable price.

Upcoming Dates:

- Education Scholarship Applications Due – April 14, www.kitteryme.gov/scholarship
- Mooring Renewals Open – www.kitteryme.gov/onlinemooring

- Easter Egg Hunt – April 9, Kittery Community Center
- AARP Tax Aide – by appointment, Wednesdays & Thursdays, February 2 – April 14, KCC
- Senior Tax Credit Application Due – July 1, 2022, Town Hall,
www.kitteryme.gov/taxpaymentassistance

Respectfully Submitted,

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

Kendra Amaral
Town Manager



**KITTERY EDUCATIONAL SCHOLARSHIP
SELECTION COMMITTEE
200 Rogers Road, Kittery, ME 03904
Telephone: (207) 475-1313 Fax: (207) 439-6806**

March 2, 2022

To: Guidance Counselors & Scholarship Candidates

Once again, the Kittery Recycling Scholarship Selection Committee is pleased to offer an annual scholarship funded by the generous donations of redeemable containers from Kittery residents at the Kittery Resource Recovery Facility. Processing is coordinated through Public Works employees using the CLYNK program. Applications are reviewed and selections are made by the Kittery Educational Scholarship Selection Committee.

Any resident of the town who will graduate, or has graduated, from an accredited high school, G.E.D. program or a home-schooling program, and who intends to enroll in a post-secondary college, university, vocational-technical, or other educational program is eligible to apply. In addition to academic achievement, financial need, and leadership, special consideration may be given to any applicant who demonstrates a direct connection to environmental studies.

First time applicants will be required to write an essay of 250-500 words answering “**Why is it important to protect the environment?**” Acceptable alternatives to the essay include creating a piece of art made from primarily recycled materials or a marketing/promotion campaign to be used and displayed by the Town. **Repeat applicants** are required to give a brief update, 100 words or less, on their past year in college: successes, challenges, accomplishments, etc. (in lieu of the essay). Their responses may be posted on the Town website as part of our virtual “Wall of Fame” if they are successful scholarship recipients.

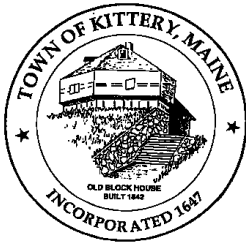
One or more applicants shall be chosen annually as the recipients of these scholarships, to be awarded in the amounts of \$500.00 and \$2,000 per year for as long as the funds are present. The one-year awards shall be given directly to the student based on proof of enrollment into a private or public post-secondary educational program. Applicant must supply follow up receipt and explanation of how the scholarship funds were spent to support their education.

The attached Checklist for Applicants will help guide the students to submitting all the necessary information before the necessary deadline. Please forward this information to any citizens and past students who are interested. The forms can be downloaded from the Town of Kittery website: www.kitteryme.gov/scholarship and must be mailed in to the following address:

Kittery Educational Scholarship Program
Educational Scholarship Selection Committee
200 Rogers Road
Kittery, Maine 03904

All applications must be received by April 14, 2022, there will be no exceptions.

Notification will be made prior to May 9, 2022 if further information is needed, please contact Karen Estee - Town Clerk, at 207-475-1313 or email kestee@kitteryme.org



Kittery Educational Scholarship Applicant Appraisal/Counselor Report

To the Applicant: Please have this section completed by a school administrator, counselor, teacher, community leader, supervisor, or any non-family member who is in a position of authority and who knows you and your accomplishments.

Applicant's Name: _____

To the Appraiser/School Counselor: Please comment on the following aspects of the applicant from your direct knowledge of him/her. Specific examples are more helpful than general comments. This form is also available on our town website at kitteryme.gov/scholarship. We ask that you return your appraisal to the applicant in a sealed envelope with the appraiser's signature across the seal to be included with the other application materials.

1. Please comment on the applicant's commitment to further education and continuous learning?

2. Please comment on the applicant's commitment to their job and/or community?

3. Please explain the ways in which you have observed the applicant in leadership roles?

Please check the appropriate choice:

- Respect for self and others:
 Excellent Good Fair Poor

- Demonstrates good problem-solving skills, follow through and task completion:
 Extremely well very well moderately well not well

- Sets realistic and attainable goals:
 Extremely well very well moderately well not well

- Demonstrates curiosity and initiative:
 Extremely well very well moderately well not well

- Able to seek, find, and use learning resources:
 Extremely well very well moderately well not well

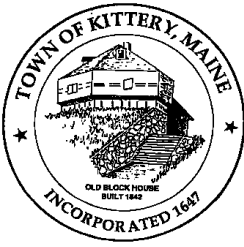
To the School Counselor: *Please provide the following additional information*

:

1. The applicant's grade point average (A=4.0): _____
2. Class Rank: The applicant ranks _____ in a class of _____
3. Applicant's highest test scores (required)
 - a. ACT _____ Date Taken: _____
 - b. SAT Critical Reading _____ Math _____ Date Taken: _____
4. Has the applicant taken any honors or advanced placement courses?
If so, please list them here: _____,

Appraiser Signature and Title: _____ Date: _____

We ask that you return your appraisal to the applicant in a sealed envelope with the appraiser's signature across the seal to be included with the other application materials.



Kittery Educational Scholarship Financial Information

If you are a dependent student, please have your parents complete this form using the figures from their most recent US Income Tax return. If you are independent adult, information about you and your spouse, if applicable, must be included.

You are an independent student, if you are 24 years of age or older. If you are under 24, you may claim independent status only if you have: (1) served in the military, (2) are a ward of the courts, (3) are married and living away from your parents, or (4) have not been claimed by your parents for two consecutive years and have earned at least \$4,000 in each of those two years.

If your parents are divorced or separated, answer the questions for the parent you lived with the most in the past 12 months. If that parent is remarried, you must include the stepparent's information. If the whereabouts of the non-custodial parent are unknown or the non-custodial parent is unwilling to comply, please explain on a separate statement. If there are extenuating circumstances that may affect your situation, please explain in a separate statement (e.g. other family members in college, change of job status, new career, etc.).

1. **Filing Status:** Dependent student
a. Custodial Parent marital status: Married Single Widowed
 Separated Divorced Remarried

Custodial Parent (s) Name: _____

2. **Filing Status:** Independent Adult Independent Student
a. Marital status: Married Single Widowed Separated
 Divorced Remarried

3. Number of people in family, not including parents, who will receive the majority of parental support between Sept. 1, 2020 and August 31, 2021. Include dependent children and others, e.g. dependent grandparent, living in your household who receive more than half of their support from your parents.

a. **Total Number of Dependents** - Line 6c from your US Income Tax Return: _____

4. Custodial parent(s) or Independent Adult's:

a. **Adjusted Gross Income** - Line 37 of your most recent US Income Tax Return:

_____ (round to the nearest \$100)

CERTIFICATION

I certify that all the information on this form is true and correct to the best of my (our) knowledge. If asked by the Kittery Recycling Scholarship Committee, I (we) agree to provide documentation for the information given on this form, e.g. a copy of the most recent US Income Tax Return. I (we) realize that failure to comply with a request for further information may prevent the applicant from receiving the financial aid.

Applicant signature: _____

Date: _____

Parent(s) signature: _____

Date: _____

Parent(s) signature: _____

Date: _____



Kittery Educational Scholarship Personal Information

*For: Residents of Kittery, Graduates of Traip Academy and/or
Students in the Sanford Vocational Technical Program
Review & Selection: Kittery Educational Scholarship Committee
Processing: Town Clerk's Office 475-1313*

**Scholarships are made possible by the generous donations of redeemable containers from
Kittery residents at the Resource Recovery Facility!**

Student's Name: _____

Address: _____

Cell Phone: _____ Home phone: _____

Email: _____ Birthdate: _____

I. Academic Achievement (300 points): *We value self-directed and life-long learners*

HS Graduated from: _____ Date: _____

**HS or College Transcript must be attached to this application – unofficial transcript is acceptable
** Call the HS you graduated from for a transcript. If this is not possible, please explain in a separate
statement.*

School I am or plan to attend is (check appropriate box)
 4 Yr College/Univ 2 Yr College/Vocational/Trade School Other _____

College Name: _____

Address: _____

Course, Class or Field of Study: _____

II. Financial Need (300 points): *We value a caring and empowering community*

Please complete or have your parents complete the Financial Information Form and additional
statement, if desired. Your application will not be reviewed without this information. All financial
forms/statements will be kept confidential.

III. Leadership (400 points): *We value a responsible and involved citizen, and a creative and effective communicator*

a. Work / Play (50 pts)

- i. WORK: Please list your work experience for the past two years (e.g. company, position, total hours for the year).

<u>Company</u>	<u>Position</u>	<u>Total Hours</u>

- ii. PLAY: Please list your extra-curricular, athletic, and/or hobbies you did for fun during the past year (e.g. description, total hours for the year).

<u>Description</u>	<u>Total Hours</u>

b. Goal Setting / Service (100 pts)

- i. GOALS: Please state your top three goals for next year including one personal or professional goal as it relates to the communities focus on environmental studies.

- 1. _____
- 2. _____
- 3. _____

- ii. SERVICE: List all community, church or school activities in which you have participated in the past year along with the total approximate hours (ie: Soup Kitchen, 1 x month x 2 hrs = 24 hours)

<u>Description</u>	<u>Total Hours</u>

c. Leadership / Appraisal (100 pts)

- i. Please give examples of how you showed leadership in the past year (e.g. Captain of the team, Chairman of a task force, Assistance with elderly parents, etc), or if you haven't had much opportunity to show leadership, explain what strong leadership looks like to you as you look for role models in the community.

--

- ii. Please have a school administrator, counselor, teacher, community leader, supervisor, or any non-family member who is in a position of authority and who knows you and your accomplishments complete the Appraisal/Counselor Report.

d. Essay / Art / Other (100 pts)

- i. First time applicants are required to write a 250-500 word essay answering “**Why is it important to protect the environment?**” Acceptable alternatives to the essay include creating a piece of art from primarily recycled materials or a marketing promotion/campaign on recycling to be used at the Kittery Solid Waste Facility. Please complete the essay on a separate sheet of paper and sign the bottom of the essay. Art and Projects should be brought in with the application packet and become the property of the Town of Kittery.
- ii. Second time or more applicants are required to give a brief update, 100 words or less, on the past year in college – changes, challenges, accomplishments, etc. Remember your comments may be published on our town website if you are a successful scholarship recipient.

Your advice to other students:

e. Focus on Environmental Studies (50 pts)

- i. Please state how your major or course selection relates to understanding, improving or protecting the environment. This section is not mandatory.

Applicant print Name: _____

Applicant signature: _____

Date: _____

Parent(s) Print Name: _____

Parent(s) signature: _____

Date: _____

Parent(s) Print Name: _____

Parent(s) signature: _____

Date: _____

Thank you for applying for our scholarship & good luck on your educational endeavor!

KITTERY TOWN COUNCIL Unapproved Minutes

February 28, 2022, 6:00PM

REMOTE MEETING

- 1 1. Call to Order
- 2 Chair Spiller called the meeting to order at 6:00 p.m.
- 3 2. Introductory
- 4 3. Pledge of Allegiance
- 5 4. Roll Call
- 6 Councilors present: Chair Judith Spiller, Jeffrey Pelletier, Cameron Hamm, Mary
- 7 Gibbons Stevens and Colin McGuire. Councilors absent: Cyrus Clark and Vice Chair
- 8 George Dow.
- 9 5. Agenda Amendment and Adoption
- 10 Under Unfinished Business add, The Kittery Town Council moves to change a public
- 11 hearing date from March 14, 2022 to March 28, 2022 to amend Title 12.4.9, Seapoint
- 12 and Crescent Beach Fires.
- 13 Under New Business item e. (020222-10) The Kittery Town Council moves to accept
- 14 the resignation of Robert Kaszynski of the Board of Appeals, whose term was to expire
- 15 12/31/2024, move to after, 7. Acceptance of Minutes.
- 16 Chair Spiller cast one vote in favor of the adoption to the agenda.
- 17 6. Town Manager's Report
- 18 The Town Manager reported on: COVID Update, Route 236 Repaving and Emery Field
- 19 Phase 2 Project.
- 20 Upcoming Dates: Mooring renewals are open at www.kitteryme.gov/onlinemooring,
- 21 Kittery Citizen of the Year Nominations are open at www.kitteryme.gov/citizen, AARP
- 22 Tax Aide by appointment, available on Wednesdays & Thursdays, February 2, 2022 to
- 23 April 14, 2022 at the Kittery Community Center and Shamrockin' Shindig Drive Thru will
- 24 be on March 10, 2022 at 11AM, Kittery Community Center.
- 25 7. Acceptance of Previous Minutes
- 26 January 27, 2022 – Executive Session

27 The Town Council were all in favor to approve the January 27, 2022 minutes as
28 presented.

29 February 14, 2022 – Regular Meeting

30 The Town Council were all in favor to approve the February 14, 2022 minutes as
31 presented.

32 e. (020222-10) The Kittery Town Council moves to accept the resignation of Robert
33 Kaszynski of the Board of Appeals, whose term was to expire 12/31/2024.

34 Moved by Councilor Stevens, seconded by Councilor Hamm.

35 Motion Carried 5-0-0

36 8. Interviews for the Board of Appeals and Planning Board

37 a. (020222-1) The Kittery Town Council moves to appoint Roland Scott to the
38 Board of Appeals for a term to expire 12/31/2024. Mr. Scott was interviewed on
39 January 24, 2022.

40 Moved by Councilor McGuire, seconded by Councilor Stevens.

41 Motion Carried 5-0-0

42 9. All items involving the town attorney, town engineers, town employees or other town
43 consultants or requested offices.

44 a. (020222-2) The Kittery Town Council moves to receive the MS4 Training
45 presentation from Jessa Kellogg, Public Works Inspector and Kristie Rabasca
46 from Integrated Environmental Engineering, Kittery's stormwater consultant.

47 Jessa Kellogg, Public Works Inspector, and Kristie Rabasca, from Integrated
48 Environmental Engineering, Kittery's stormwater consultant gave the MS4 Training
49 presentation and answered any questions the Town Council may have had.

50 10. PUBLIC HEARINGS

51 a. (020222-3) The Kittery Town Council moves to hold a public hearing on the Sale
52 of the Taylor Building to the Kittery Art Association.

53 The Town Manager gave an overview of the sale of the Taylor Building to the Kittery Art
54 Association.

55 Jeff Thomson, 25 Old Post Road, Kittery, wanted to thank the Council for allowing him
56 to continue to be a part of the process after his term as Councilor ended. He stated the
57 offer that the Kittery Art Association made was a fair offer. Mr. Thomson urged the
58 Council to endorse the sale to the Kittery Art Association.

59 Dean Gallant, 116 Pepperrell Road, Kittery, spoke in support of the sale of the Taylor
60 Building to the Kittery Art Association.

61 Kate Johnston, Kittery, wanted to know if details of the purchase and sales agreement
62 were going to be discussed.

63 Sarah Drummond, 10 Moores Island Lane, Kittery, spoke in support of the sale of the
64 Taylor Building to the Kittery Art Association.

65 Alice Lee Timmons, member of the Kittery Art Association, spoke in support of the sale
66 of the Taylor Building to the Kittery Art Association and spoke about the application
67 process to become a member of the Kittery Art Association.

68 Celina Adams, Cameron Wake, Lucy Schlaffer, Paul Bonacci, Christina A. White, Anita
69 Loomis, Vance and Ann Morgan, Katie Clark, Ellie Kirkpatrick, Peter Lamb, Faith
70 Harrington, Kim Burke, Shannon Hill, Pauline Lecuyer, Francis Luerssen, Matt Brock,
71 Chian Chii, Elaine Fuller and Kelly Hamilton, wrote in support of the sale of the Taylor
72 Building to the Kittery Art Association. (To view the comments, go to the Town Council
73 Agenda-Packet 2/28/2022, public comments at kitteryme.gov).

74 Suzy Courage Johnson, 13 Cromwell Street, wrote a letter to oppose the sale of the
75 Taylor Building to the Kittery Art Association.

76 The Town Manager went over the highlights of the purchase and sales agreement of
77 the Taylor Building to the Kittery Art Association. (The full details of the purchase and
78 sales agreement is located at kitteryme.gov).

79 The Kittery Town Council moved to authorized the Town Manager to execute the
80 purchase and sales agreement with the Kittery Art Association.

81 Moved by Councilor Pelletier, seconded by Councilor McGuire.

82 Motion Carried 5-0-0

83 b. (020222-4) The Kittery Town Council moves to hold a public hearing on a new
84 Victualer's License application from the Kittery Food Truck Pod, located at 230
85 State Road, Kittery.

86 Moved by Councilor Hamm, seconded by Councilor Pelletier.

87 Motion Carried 5-0-0

88 c. (020222-5) The Kittery Town Council moves to hold a public hearing on a new
89 Liquor License application from the Kittery Food Truck Pod, located at 230 State
90 Road, Kittery.

91 Moved by Councilor Pelletier, seconded by Councilor Stevens.

92 Motion Carried 5-0-0

93 11. DISCUSSION

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

95 Roger Cole, 149 Brave Boat Harbor Road, Kittery Point, spoke about the CIP open
96 space reserve account, and asked the Council to reverse their decision to not fund it.

97 b. Chairperson may read written comments into the record.

98 Barbara Jenny, Working Stiff Properties LLC, Green Brook LLC, 94 Pleasant Street,
99 Portsmouth, spoke about the lengthy process for a Kittery Victualer's License.

100 Chairperson's response to public comments.

101 Chair Spiller responded to Mr. Cole by stating there hasn't been anything in the que for
102 preservation, but the Council needs to strategize with the Kittery Land Trust on getting
103 an idea of what they have on their list for preservation.

104 Chair Spiller responded to Ms. Jenny and stated she didn't feel the need to change the
105 process when it comes to public health and public safety.

106 12. UNFINISHED BUSINESS

107 The Kittery Town Council moves to change a public hearing date from March 14, 2022
108 to March 28, 2022 to amend Title 12.4.9, Seapoint and Crescent Beach Fires.

109 Moved by Councilor Stevens, seconded by Councilor Pelletier.

110 All were in favor.

111 13. NEW BUSINESS

112 a. Donations/gifts received for Council dispositions

113 (020222-6) The Kittery Town Council moves to accept a check for \$85,000 from
114 the Rice Public Library Capital Campaign for the Rice Public Library renovation
115 and construction project. Sponsorship was approved at the February 14, 2022

- 116 meeting.
- 117 Moved by Councilor Pelletier, seconded by Councilor McGuire.
- 118 Motion Carried 5-0-0
- 119 b. (020222-7) The Kittery Town Council moves to approve a request from Jody
120 Donohue of the Craft & Artisan shows, to place signs about town to promote the
121 Summer Craft & Artisan shows on the July 23, 2022 and the August 27, 2022
122 weekends.
- 123 Moved by Councilor Pelletier, seconded by Councilor Hamm.
- 124 Motion Carried 5-0-0
- 125 c. (020222-8) The Kittery Town Council moves to accept the resignation of Kristina
126 DeMarco of the Parks Commission.
- 127 Moved by Councilor Pelletier, seconded by Councilor Hamm.
- 128 Motion Carried 5-0-0
- 129 d. (020222-9) The Kittery Town Council moves to appoint a Councilor to interview
130 Robert McDonough to the Parks Commission for a term to expire 12/31/2022.
- 131 Chair Spiller moved to appoint Councilor Pelletier, seconded by Councilor Stevens.
- 132 Motion Carried 5-0-0
- 133 f. (020222-11) The Kittery Town Council moves to approve a renewal Liquor
134 License application from Ore Nell's BBQ located at 2 Badger's Island West,
135 Kittery.
- 136 Moved by Councilor Stevens, seconded by Councilor McGuire.
- 137 Motion Carried 5-0-0
- 138 g. (020222-12) The Kittery Town Council moves to approve a request from Great
139 New England Events to host a Food Truck Festival at the Kittery Premium
140 Outlets, on Saturday, May 28, 2022 from 11:00am to 6:00pm and on Saturday
141 September 3, 2022 from 11:00am to 6:00pm.
- 142 Moved by Councilor Pelletier, seconded by Councilor Hamm.

- 143 Motion Carried 5-0-0
- 144 14. COUNCILOR ISSUES OR COMMENTS
- 145 Councilor McGuire spoke about Russia's invasion on Ukraine.
- 146 Councilor Stevens recognized the passing of Kittery residents, Tyler Blasi and Solveig
147 Ek.
- 148 Chair Spiller suggested meeting in person, in Council Chambers starting, March 14,
149 2022 Council meeting.
- 150 15. COMMITTEE AND OTHER REPORTS
- 151 a. Communications from the Chairperson - None
- 152 b. Committee Reports - None
- 153 16. EXECUTIVE SESSION - None
- 154 17. ADJOURNMENT
- 155 Councilor Hamm moved to adjourn at 7:22 p.m., seconded by Councilor Pelletier.
- 156 All were in favor.

Submitted by Kim Tackett

Disclaimer: The following minutes constitute the author's understanding of the meeting. Whilst every effort has been made to ensure the accuracy of the information, the minutes are not intended as a verbatim transcript of comments at the meeting, but a refer to the video of the meeting on the Town of Kittery website.



STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
BUREAU OF ALCOHOLIC BEVERAGES AND LOTTERY OPERATIONS
DIVISION OF LIQUOR LICENSING AND ENFORCEMENT

Application for an On-Premises License

All Questions Must Be Answered Completely. Please print legibly.

Division Use Only
License No:
Class: By:
Deposit Date:
Amt. Deposited:
Payment Type:
OK with SOS: Yes [] No []

Section I: Licensee/Applicant(s) Information;
Type of License and Status

Legal Business Entity Applicant Name (corporation, LLC): Kashas Kitchen LLC
Business Name (D/B/A): Kashas Kitchen
Individual or Sole Proprietor Applicant Name(s): Maciej Gorski
Physical Location: 435 vs 1 Kitemy ME 03904
Mailing address, if different:
Email Address: Katarzyna.Czad01@gmail.com
Telephone # Fax #: 929 394 9511 Business Telephone # Fax #: 207 994 3068
Federal Tax Identification Number: 86 1408786 Maine Seller Certificate # or Sales Tax #: 1213190
Retail Beverage Alcohol Dealers Permit: Website address:

1. New license or renewal of existing license? [X] New Expected Start date: 3-15-2022
[] Renewal Expiration Date:

2. The dollar amount of gross income for the licensure period that will end on the expiration date above:
Food: Beer, Wine or Spirits: Guest Rooms:

3. Please indicate the type of alcoholic beverage to be sold: (check all that apply)

[X] Malt Liquor (beer) [X] Wine [X] Spirits

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

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

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

5. Business records are located at the following address:

435 US 1 Kittery ME 03904

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

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

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

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

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

Yes No

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

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

Yes No

If yes, please provide details: _____

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

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

Name of Business	License Number	Complete Physical Address

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

Full Name	DOB	Place of Birth
Maciej Gorski	21.6.1994	Poland
Katarzyna Gorski	19.12.1995	Poland

Residence address on all the above for previous 5 years

Name	Maciej Gorski	Address:	1248 Carl Broggi Hwy, Lebanon ME
Name	Katarzyna Gorski	Address:	69 A Charles St, Rochester NH
Name		Address:	69 N Main St, Rochester NH
Name		Address:	

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

Yes No

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

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

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

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

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

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

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

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

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

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

Lement Kent and Management 435 us 1, Kittery ME

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

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

Dining Room have 2 exit ways, 16 tables and counter with POS, waitstaff area is also the storage area with dry products, coffee station and counter to prep drinks (coffee, juices, sodas). Behind wait area there is the kitchen with exit door. The restaurant have 2 restrooms, office and funie room.

20. What is the distance from the premises to the **nearest** school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel?

Name: Traip Academy / St Raphael Parish
Distance: 2.5 mil / 3.5 mil

Section II: Signature of Applicant(s)

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

Please sign and date in blue ink.

Dated: 6.12.2021

Macey Gorski
Signature of Duly Authorized Person

Signature of Duly Authorized Person

MACEY GORSKI
Printed Name Duly Authorized Person

Printed Name of Duly Authorized Person

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

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

Dated: _____

Who is approving this application? Municipal Officers of _____

County Commissioners of _____ County

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

Signature of Officials	Printed Name and Title

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

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

§653. Hearings; bureau review; appeal

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

A. The bureau shall prepare and supply application forms.

B. The municipal officers or the county commissioners, as the case may be, shall provide public notice of any hearing held under this section by causing a notice, at the applicant's prepaid expense, stating the name and place of hearing, to appear on at least 3 consecutive days before the date of hearing in a daily newspaper having general circulation in the municipality where the premises are located or one week before the date of the hearing in a weekly newspaper having general circulation in the municipality where the premises are located.

C. If the municipal officers or the county commissioners, as the case may be, fail to take final action on an application for a new on-premises license or transfer of the location of an existing on-premises license within 60 days of the filing of an application, the application is deemed approved and ready for action by the bureau. For purposes of this paragraph, the date of filing of the application is the date the application is received by the municipal officers or county commissioners. This paragraph applies to all applications pending before municipal officers or county commissioners as of the effective date of this paragraph as well as all applications filed on or after the effective date of this paragraph. This paragraph applies to an existing on-premises license that has been extended pending renewal. The municipal officers or the county commissioners shall take final action on an on-premises license that has been extended pending renewal within 120 days of the filing of the application.

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

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

A. Conviction of the applicant of any Class A, Class B or Class C crime;

B. Noncompliance of the licensed premises or its use with any local zoning ordinance or other land use ordinance not directly related to liquor control;

C. Conditions of record such as waste disposal violations, health or safety violations or repeated parking or traffic violations on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises or other such conditions caused by persons patronizing or employed by the licensed premises that unreasonably disturb, interfere with or affect the ability of persons or businesses residing or located in the vicinity of the licensed premises to use their property in a reasonable manner;

D. Repeated incidents of record of breaches of the peace, disorderly conduct, vandalism or other violations of law on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises;

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

E. A violation of any provision of this Title;

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

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

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

A. Repealed

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

4. Repealed

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

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

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

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

Section V: Fee Schedule

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

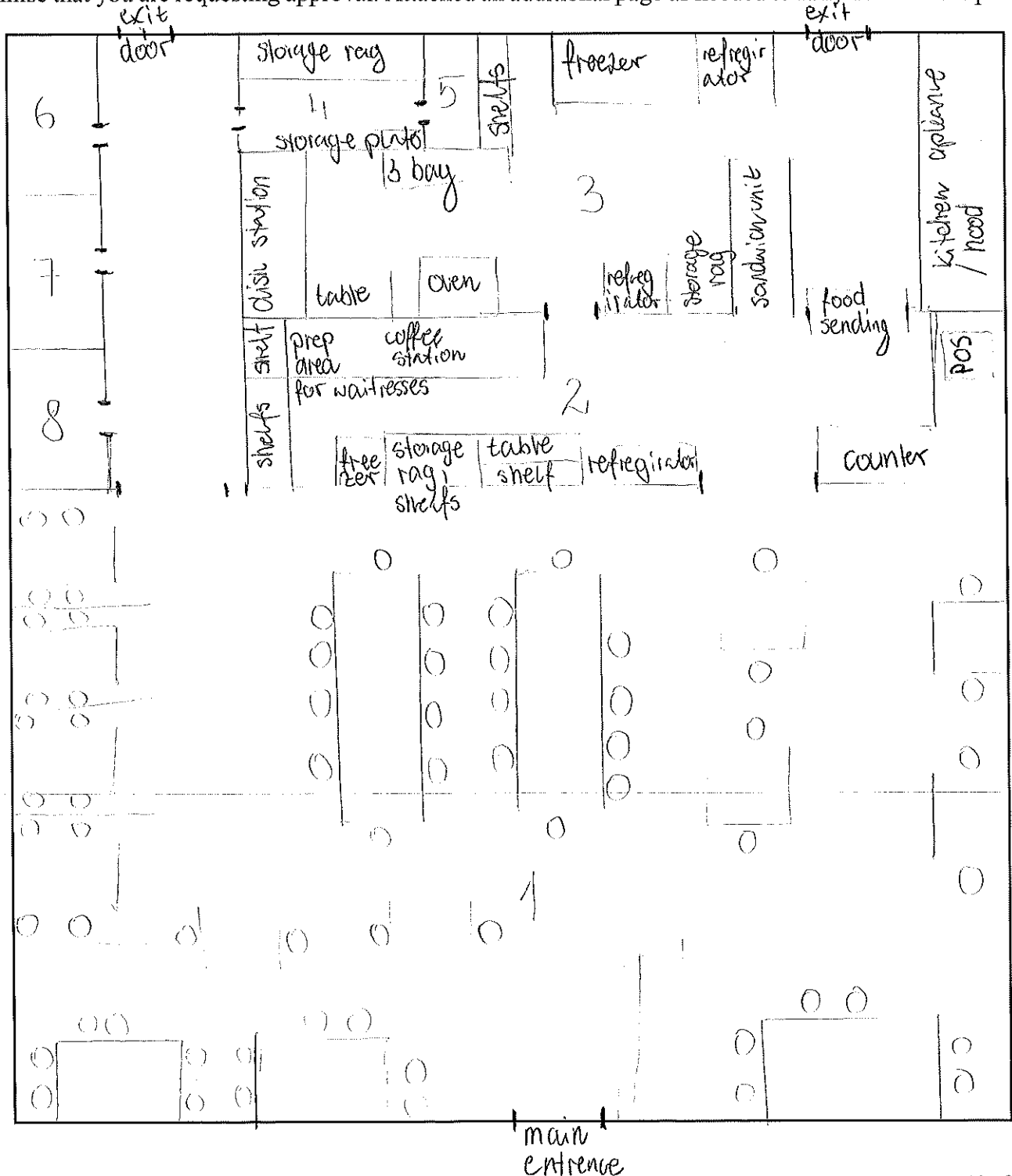
Please note: For Licensees/Applicants in unorganized territories in Maine, the \$10.00 filing fee must be paid directly to County Treasurer. All applications received by the Bureau from licensees/applicants in unorganized territories must submit proof of payment was made to the County Treasurer together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

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

Section VI Premises Floor Plan

In an effort to clearly define your license premise and the areas that consumption and storage of liquor authorized by your license type is allowed, the Bureau requires all applications to include a diagram of the premise to be licensed.

Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the following areas: entrances, office area, coolers, storage areas, display cases, shelves, restroom, point of sale area, area for on-premise consumption, dining rooms, event/function rooms, lounges, outside area/decks or any other areas on the premise that you are requesting approval. Attached an additional page as needed to fully describe the premise.



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

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

All Questions Must Be Answered Completely. Please print legibly.

1. Exact legal name: Maciej Gorski
2. Doing Business As, if any: Kashas Kitchen
3. Date of filing with Secretary of State: 6.02.2021 State in which you are formed: Maine
4. If not a Maine business entity, date on which you were authorized to transact business in the State of Maine:

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

Name	Address (5 Years)	Date of Birth	Title	Percentage of Ownership
Maciej Gorski	1248 Carl Broggi Hwy Lebanon ME	21.06.94	OWNER	100%
	69A Charles St, Rochester NH			
	69 N Main St Rochester NH			

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

Rice Public Library Corporation



March 8, 2022

Dear Kittery Town Council:

Please approve the following sponsored spaces for the Rice Public Library:

Community Room:

“Given in memory of Eileen G. (Campbell) Pelletier”

Maker Space

“Given by Paul and Jessica McKeon”

These gifts will be recognized with a plaque (using the language above) in the areas; on the Donor Wall (for individual contributions of \$2500 or higher); and in the Book of Benefactors (all individual donors).

Thank you for your support of the Rice Public Library and the wonderful expansion and renovation project.

Best regards-

Dianne Fallon
Rice Library Campaign Chair

Cc: Rachel Dennis, RPLC President; Lee Perkins, Director, Rice Public Library



STATE OF MAINE
 DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
 BUREAU OF ALCOHOLIC BEVERAGES AND LOTTERY OPERATIONS
 DIVISION OF LIQUOR LICENSING AND ENFORCEMENT

Application for an On-Premises License

All Questions Must Be Answered Completely. Please print legibly.

Division Use Only	
License No:	
Class:	By:
Deposit Date:	
Amt. Deposited:	
Payment Type:	
OK with SOS: Yes <input type="checkbox"/> No <input type="checkbox"/>	

**Section I: Licensee/Applicant(s) Information;
 Type of License and Status**

Legal Business Entity Applicant Name (corporation, LLC): <i>The Dance Hall</i>	Business Name (D/B/A): <i>The Dance Hall</i>
Individual or Sole Proprietor Applicant Name(s):	Physical Location: <i>7 Walker St., Kittery, ME</i>
Individual or Sole Proprietor Applicant Name(s):	Mailing address, if different: <i>P.O. Box 691, Kittery, ME</i>
Mailing address, if different from DBA address:	Email Address: <i>thedancehallkittery@gmail.com</i>
Telephone # Fax #:	Business Telephone # Fax #: <i>207-703-2083</i>
Federal Tax Identification Number: <i>45-0964224</i>	Maine Seller Certificate # or Sales Tax #: <i>7722</i>
Retail Beverage Alcohol Dealers Permit:	Website address: <i>www.thedancehallkittery@gmail.com</i>

1. New license or renewal of existing license? New Expected Start date: _____
- Renewal Expiration Date: *4/22/2021*

2. The dollar amount of gross income for the licensure period that will end on the expiration date above:

Food: _____ Beer, Wine or Spirits: _____ Guest Rooms: _____

(The Dance Hall has been closed since 3/13/2020 due to Covid)

3. Please indicate the type of alcoholic beverage to be sold: (check all that apply)

- Malt Liquor (beer) Wine Spirits

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

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

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

5. Business records are located at the following address:

7 Walker St, Kittery, ME

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

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

8. Is licensee/applicant(s) a business entity like a corporation or limited liability company?
- Yes No If Yes, complete Section VII at the end of this application
9. For a licensee/applicant who is a business entity as noted in Section I, does any officer, director, member, manager, shareholder or partner have in any way an interest, directly or indirectly, in their capacity in any other business entity which is a holder of a wholesaler license granted by the State of Maine?
- Yes No
- Not applicable – licensee/applicant(s) is a sole proprietor

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

Yes No

If yes, please provide details: _____

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

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

Name of Business	License Number	Complete Physical Address
The Dance Hall	7722	7 Walker St. Kittery ME 03904

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

Full Name	DOB	Place of Birth
Hendrika Overton	5/14/1952	Santa Monica, CA
Edward Golden	1/9/1952	Grand Rapids, ME

Residence address on all the above for previous 5 years

Name: Hendrika Overton	Address: 161 Whipple Rd Kittery
Name: Edward Golden	Address: 161 Whipple Rd Kittery
Name:	Address:
Name:	Address:

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

Yes No

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

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

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

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

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

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

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

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

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

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

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

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

Lobby in hallway entrance and the
Main Hall.

20. What is the distance from the premises to the **nearest** school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel?

Name: 2nd Congregational Church

Distance: 3 blocks

Section II: Signature of Applicant(s)

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

Please sign and date in blue ink.

Dated: March 2, 2022

Drika Overton
Signature of Duly Authorized Person

Signature of Duly Authorized Person

Drika Overton
Printed Name Duly Authorized Person

Printed Name of Duly Authorized Person

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

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

Dated: _____

Who is approving this application? Municipal Officers of _____

County Commissioners of _____ County

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

Signature of Officials	Printed Name and Title

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

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

§653. Hearings; bureau review; appeal

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

A. The bureau shall prepare and supply application forms.

B. The municipal officers or the county commissioners, as the case may be, shall provide public notice of any hearing held under this section by causing a notice, at the applicant's prepaid expense, stating the name and place of hearing, to appear on at least 3 consecutive days before the date of hearing in a daily newspaper having general circulation in the municipality where the premises are located or one week before the date of the hearing in a weekly newspaper having general circulation in the municipality where the premises are located.

C. If the municipal officers or the county commissioners, as the case may be, fail to take final action on an application for a new on-premises license or transfer of the location of an existing on-premises license within 60 days of the filing of an application, the application is deemed approved and ready for action by the bureau. For purposes of this paragraph, the date of filing of the application is the date the application is received by the municipal officers or county commissioners. This paragraph applies to all applications pending before municipal officers or county commissioners as of the effective date of this paragraph as well as all applications filed on or after the effective date of this paragraph. This paragraph applies to an existing on-premises license that has been extended pending renewal. The municipal officers or the county commissioners shall take final action on an on-premises license that has been extended pending renewal within 120 days of the filing of the application.

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

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

A. Conviction of the applicant of any Class A, Class B or Class C crime;

B. Noncompliance of the licensed premises or its use with any local zoning ordinance or other land use ordinance not directly related to liquor control;

C. Conditions of record such as waste disposal violations, health or safety violations or repeated parking or traffic violations on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises or other such conditions caused by persons patronizing or employed by the licensed premises that unreasonably disturb, interfere with or affect the ability of persons or businesses residing or located in the vicinity of the licensed premises to use their property in a reasonable manner;

D. Repeated incidents of record of breaches of the peace, disorderly conduct, vandalism or other violations of law on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises;

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

E. A violation of any provision of this Title;

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

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

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

A. Repealed

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

4. Repealed

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

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

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

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

Section V: Fee Schedule

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

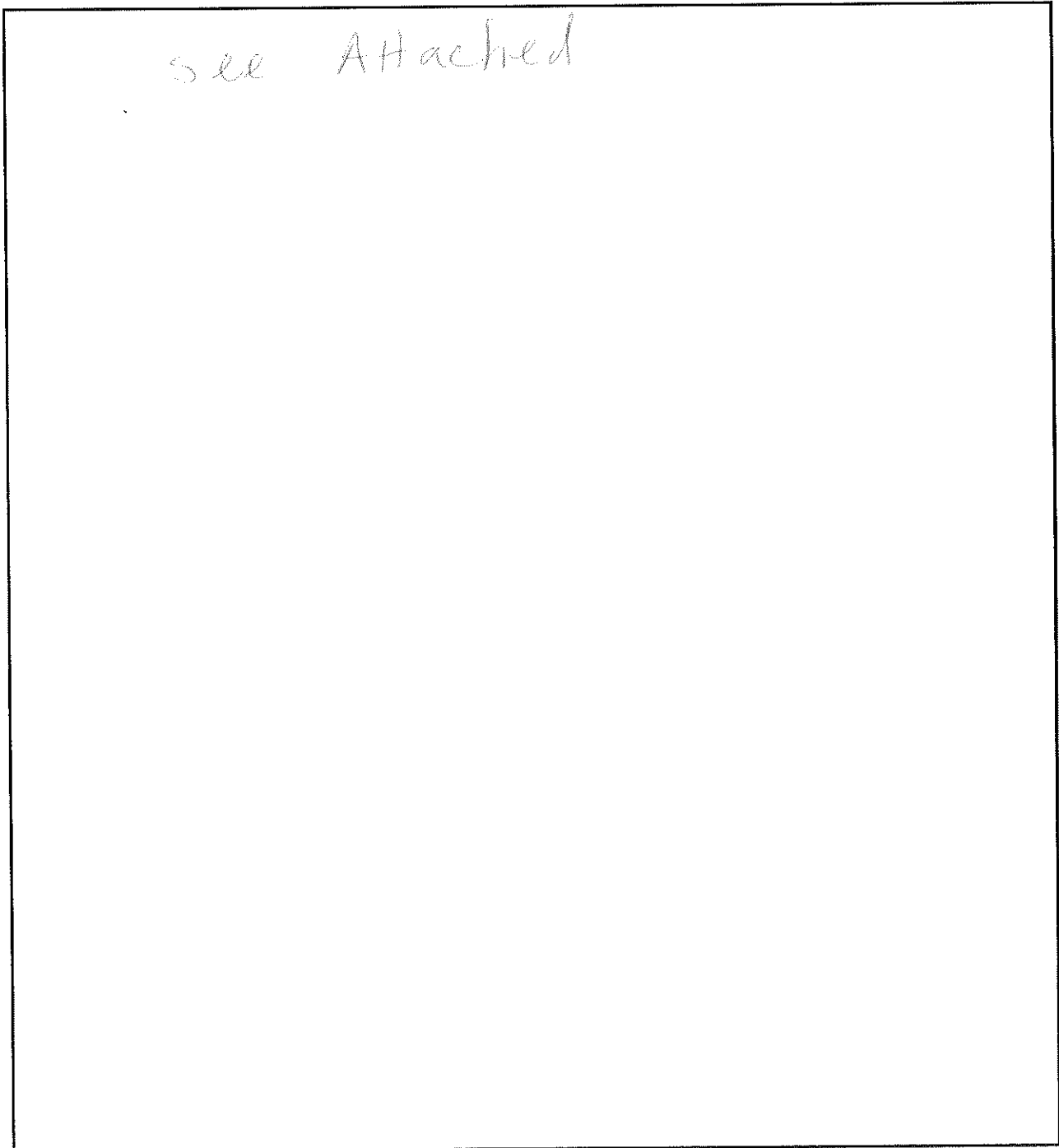
Please note: For Licensees/Applicants in unorganized territories in Maine, the \$10.00 filing fee must be paid directly to County Treasurer. All applications received by the Bureau from licensees/applicants in unorganized territories must submit proof of payment was made to the County Treasurer together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

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

Section VI Premises Floor Plan

In an effort to clearly define your license premise and the areas that consumption and storage of liquor authorized by your license type is allowed, the Bureau requires all applications to include a diagram of the premise to be licensed.

Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the following areas: entrances, office area, coolers, storage areas, display cases, shelves, restroom, point of sale area, area for on-premise consumption, dining rooms, event/function rooms, lounges, outside area/decks or any other areas on the premise that you are requesting approval. Attached an additional page as needed to fully describe the premise.



see Attached

Print Name *The Dance Hall*

Print Name:

NOTICE – SPECIAL ATTENTION

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

THIS APPROVAL EXPIRES IN 60 DAYS.

FEE SCHEDULE

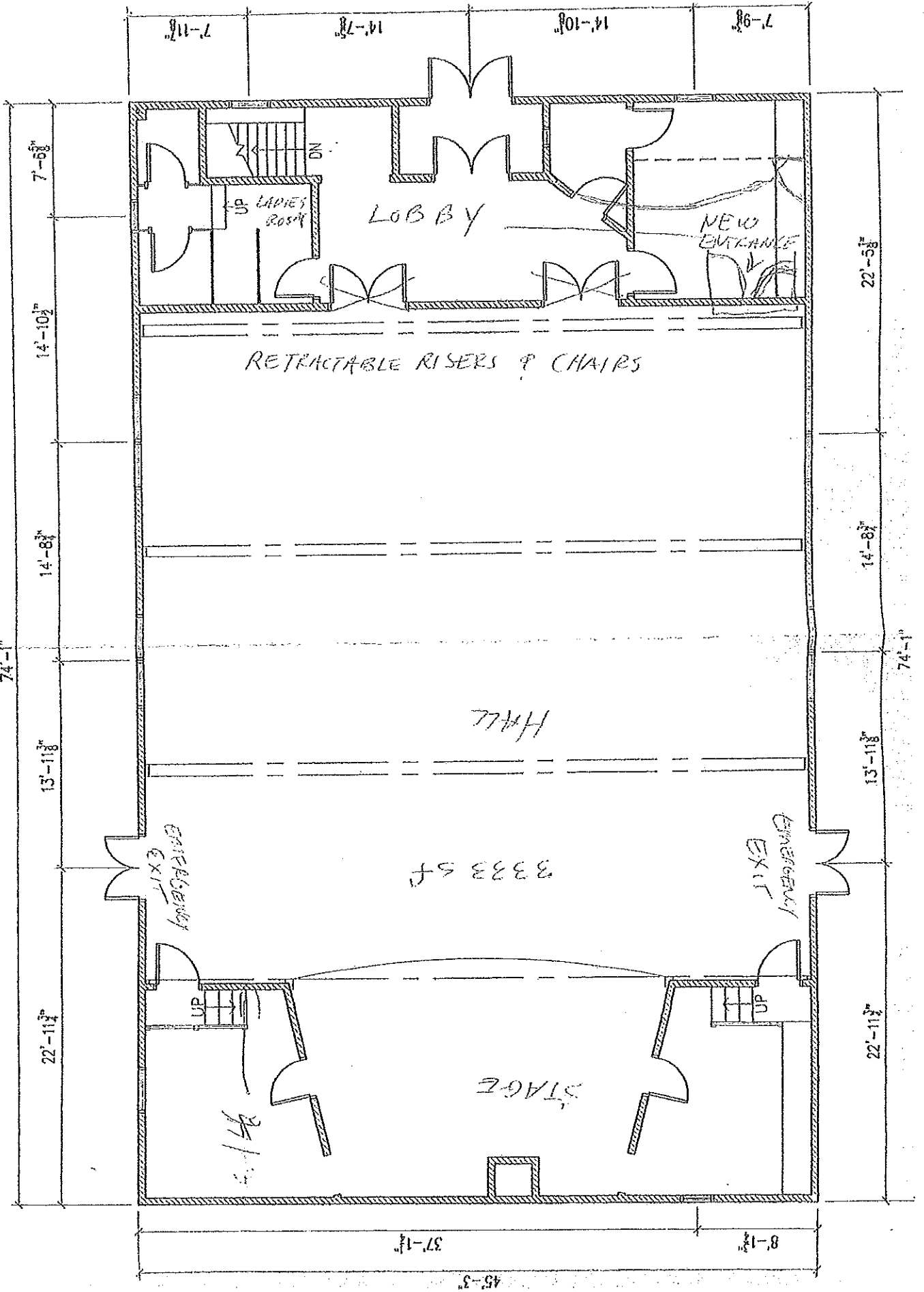
Class I	Spirituos, Vinous and Malt	\$ 900.00
	CLASS I: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Vessels; Qualified Caterers; OTB.	
Class I-A	Spirituos, Vinous and Malt, Optional Food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

FILING FEE..... \$ 10.00

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

All fees must accompany application, made payable to: **TREASURER, STATE OF MAINE. – DEPARTMENT OF PUBLIC SAFETY, LIQUOR LICENSING AND INSPECTION DIVISION, 164 STATE HOUSE STATION, AUGUSTA ME 04333-0164.** Payments by check subject to penalty provided by Sec. 3, Title 28A. M.R.S.

Main floor K. Perry Organ #7 Walker St.



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

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

All Questions Must Be Answered Completely. Please print legibly.

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

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

Name	Address (5 Years)	Date of Birth	Title	Percentage of Ownership
Dr. Ka Overton	K. Hwy, ME	5/14/57	Artistic Director	N/A
Paul Hodes	K. Hwy, ME	1951	Board Chair	N/A
Ben Lord	Dover, NH	1977	Treasurer	N/A
Sam Renshaw	Dover, NH	1984	Secretary	N/A
Toric Norelli	Portsmouth, NH	1952	VP	N/A

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

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

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

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

5. Business records are located at the following address:

315 US Route 1 Kittery, ME 03904

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

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

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

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

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

Yes No

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

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

Yes No

If yes, please provide details: Kennebunk Savings Commercial Loan

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

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

Name of Business	License Number	Complete Physical Address
SEE ATTACHED		

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

Full Name	DOB	Place of Birth
Shiva K. Natarajan	06/10/1964	Calcutta, India
Residence address on all the above for previous 5 years		
Name	Address:	
Shiva K. Natarajan	8 Pepperell Way York, ME 03909	
Name	Address:	
Name	Address:	
Name	Address:	

Name of Business	License Number	Complete Physical Address	Date Issued	Expiration Date
Maine Catch Hospitality Inc.	CAR-2021-13092	The Maine Catch 262 Shore Road Ogunquit, Maine 03907	4/13/2021	4/12/2022
First Serve KPT Hospitality Inc.	CAR-2019-11627	Mable's Lobster Claw 124 Ocean Avenue Kennebunkport, Maine 04045	4/11/2021	7/9/2022
First Serve Hospitality	CAR-2016-1202	Robert's Maine Grill 326 US Route 1 Kittery, Maine 03904	12/14/2021	3/13/2023
First Serve Edgewater Inc	HOF-2019-11694	Mable's House 126 Ocean Avenue Kennebunkport, Maine 04046	4/11/2021	7/9/2022

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

Yes No

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

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

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

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

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

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

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

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

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

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

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

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

Indoor and Outdoor seating with counter service food

20. What is the distance from the premises to the **nearest** school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel?

Name: Kingdom Hall Jehovah Witness

Distance: 2 miles

Section II: Signature of Applicant(s)

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

Please sign and date in blue ink.

Dated: 03/07/22

Shiva Natarajan
Signature of Duly Authorized Person

Signature of Duly Authorized Person

SHIVA NATARAJAN
Printed Name Duly Authorized Person

Printed Name of Duly Authorized Person

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

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

Dated: _____

Who is approving this application? Municipal Officers of _____

County Commissioners of _____ County

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

Signature of Officials	Printed Name and Title

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

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

§653. Hearings; bureau review; appeal

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

A. The bureau shall prepare and supply application forms.

B. The municipal officers or the county commissioners, as the case may be, shall provide public notice of any hearing held under this section by causing a notice, at the applicant's prepaid expense, stating the name and place of hearing, to appear on at least 3 consecutive days before the date of hearing in a daily newspaper having general circulation in the municipality where the premises are located or one week before the date of the hearing in a weekly newspaper having general circulation in the municipality where the premises are located.

C. If the municipal officers or the county commissioners, as the case may be, fail to take final action on an application for a new on-premises license or transfer of the location of an existing on-premises license within 60 days of the filing of an application, the application is deemed approved and ready for action by the bureau. For purposes of this paragraph, the date of filing of the application is the date the application is received by the municipal officers or county commissioners. This paragraph applies to all applications pending before municipal officers or county commissioners as of the effective date of this paragraph as well as all applications filed on or after the effective date of this paragraph. This paragraph applies to an existing on-premises license that has been extended pending renewal. The municipal officers or the county commissioners shall take final action on an on-premises license that has been extended pending renewal within 120 days of the filing of the application.

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

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

A. Conviction of the applicant of any Class A, Class B or Class C crime;

B. Noncompliance of the licensed premises or its use with any local zoning ordinance or other land use ordinance not directly related to liquor control;

C. Conditions of record such as waste disposal violations, health or safety violations or repeated parking or traffic violations on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises or other such conditions caused by persons patronizing or employed by the licensed premises that unreasonably disturb, interfere with or affect the ability of persons or businesses residing or located in the vicinity of the licensed premises to use their property in a reasonable manner;

D. Repeated incidents of record of breaches of the peace, disorderly conduct, vandalism or other violations of law on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises;

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

E. A violation of any provision of this Title;

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

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

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

A. Repealed

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

4. Repealed

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

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

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

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

Section V: Fee Schedule

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

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

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

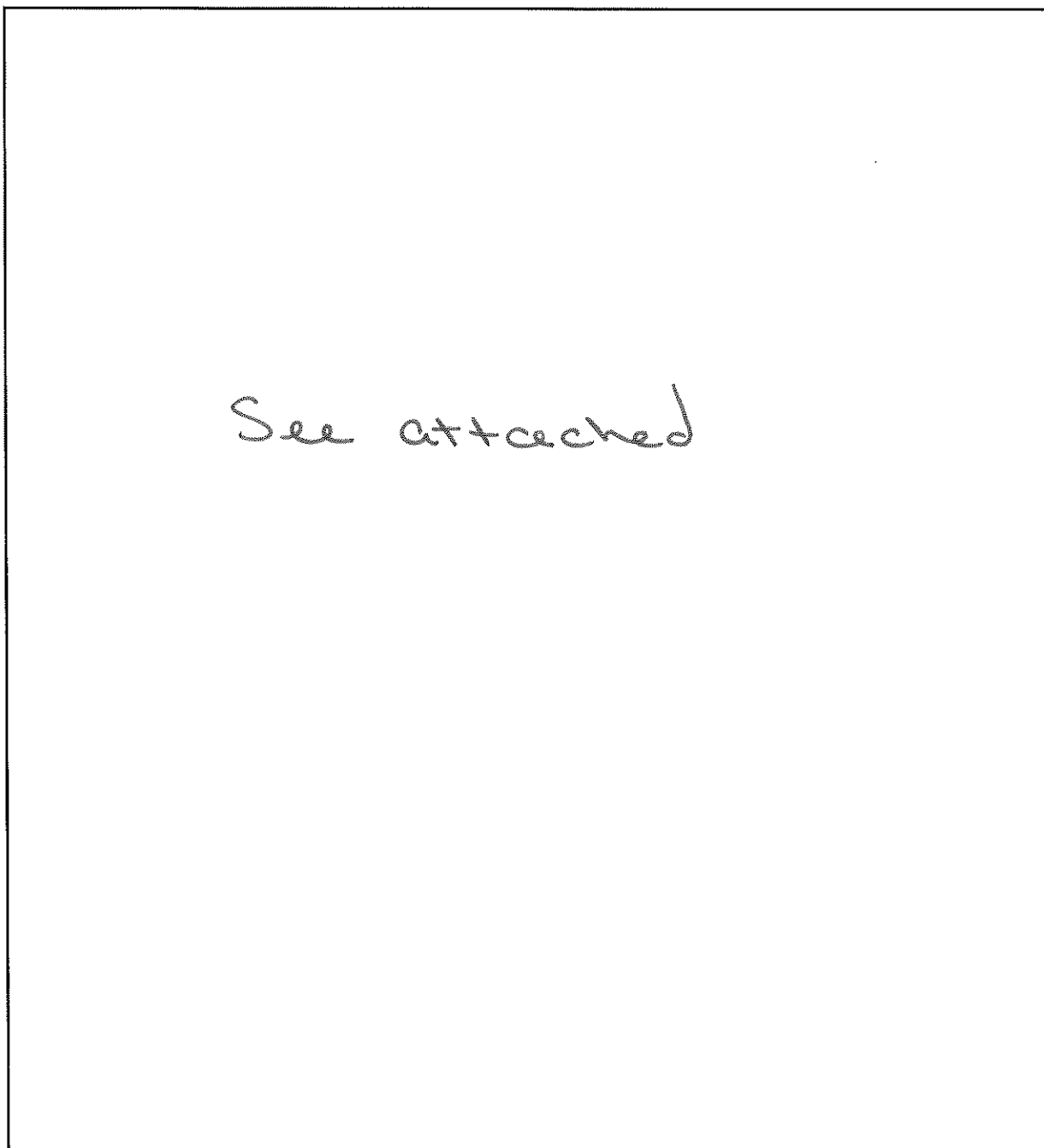
440.00
 10.00

 \$ 450.00

Section VI Premises Floor Plan

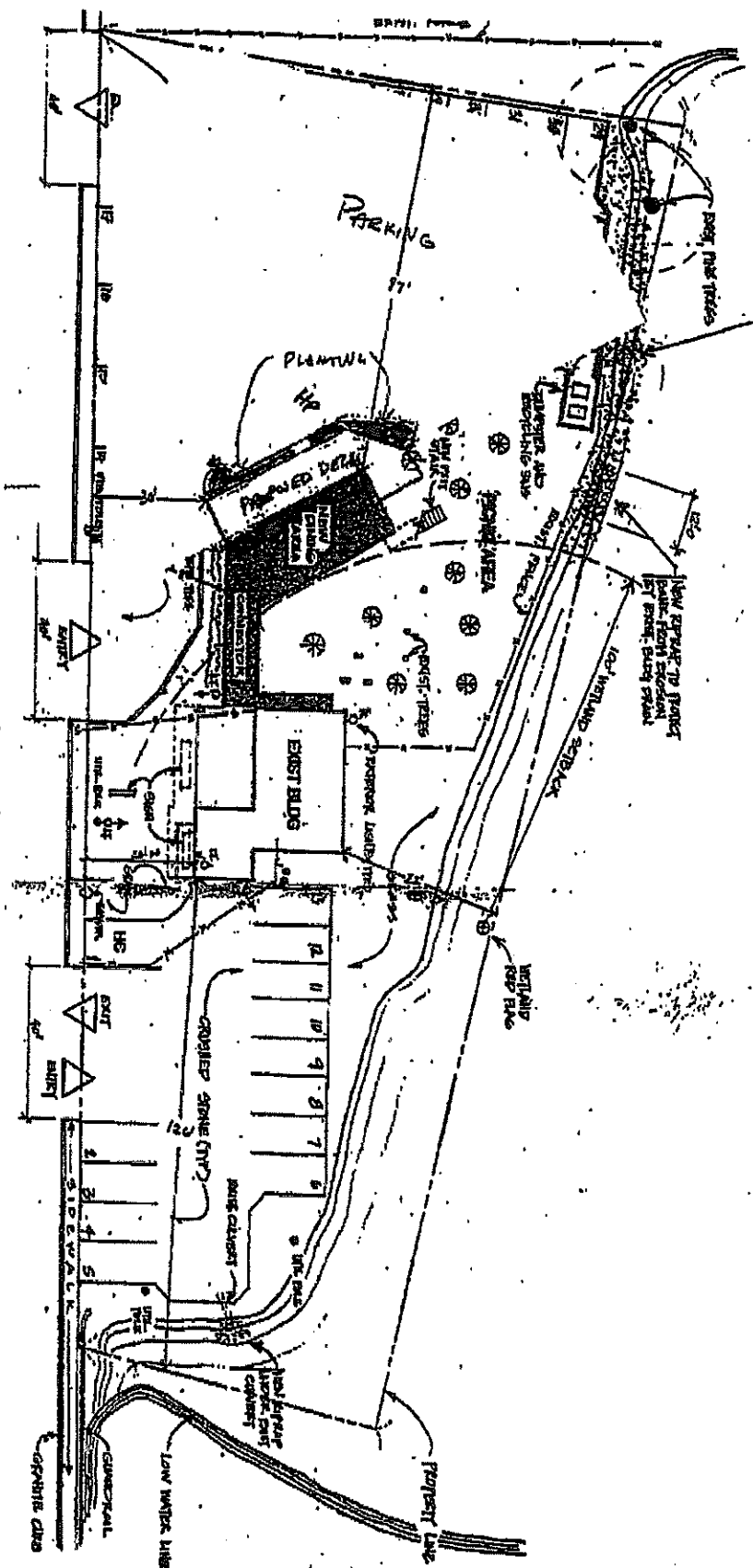
In an effort to clearly define your license premise and the areas that consumption and storage of liquor authorized by your license type is allowed, the Bureau requires all applications to include a diagram of the premise to be licensed.

Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the following areas: entrances, office area, coolers, storage areas, display cases, shelves, restroom, point of sale area, area for on-premise consumption, dining rooms, event/function rooms, lounges, outside area/decks or any other areas on the premise that you are requesting approval. Attached an additional page as needed to fully describe the premise.



See attached

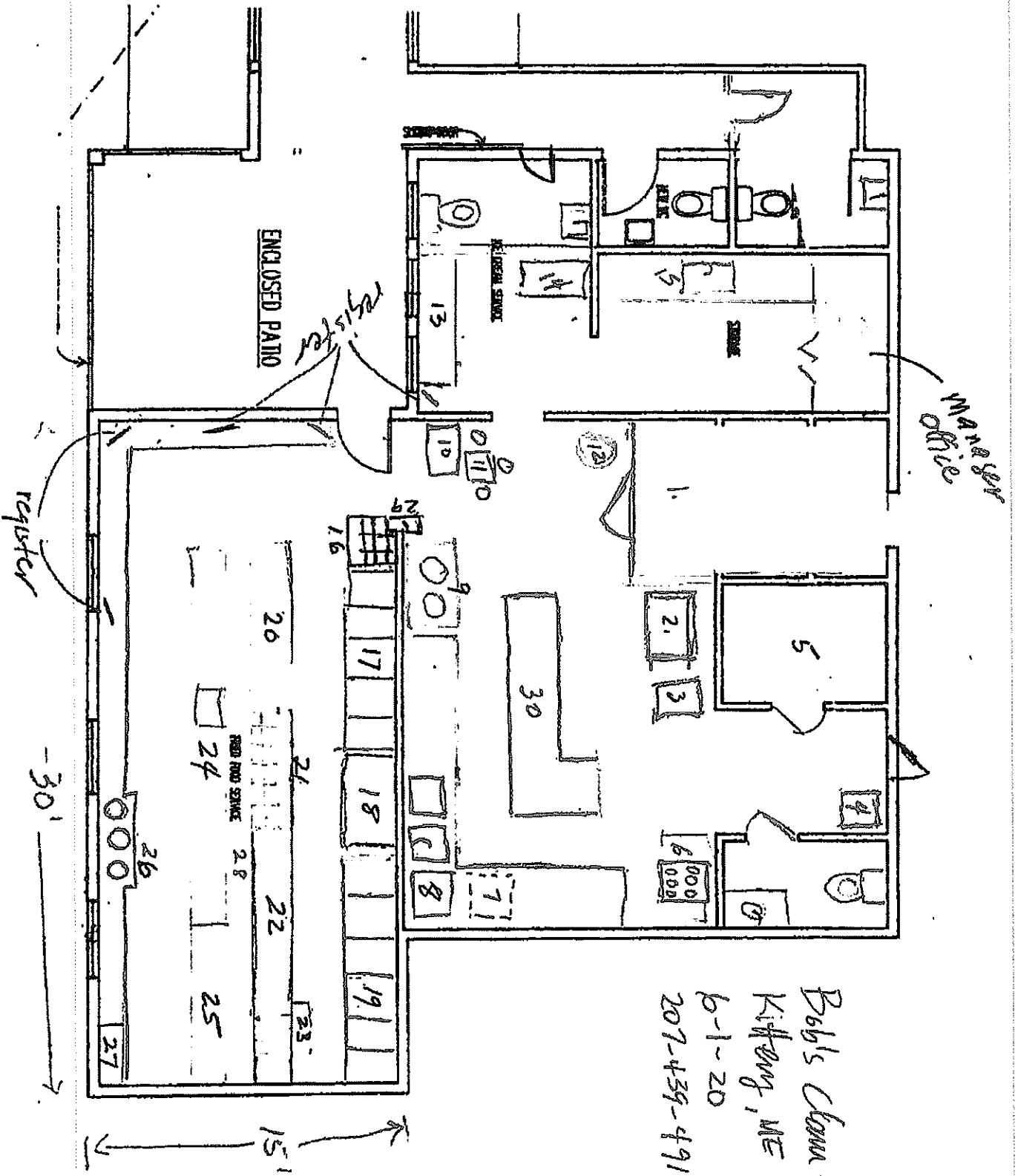
AN APPROXIMATE PLAN
TO BE SUBMITTED WITH A
CONTRACT FOR CONSTRUCTION
FOR EROSION CONTROL.



U.S. ROUTE ONE

TO YORK

17 of Proposed Deck = 714



Bob's Clean Hot
 Kittery, ME
 6-1-20
 207-439-4919 (office)

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

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

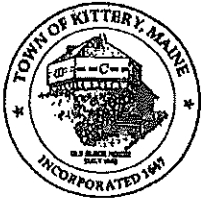
All Questions Must Be Answered Completely. Please print legibly.

1. Exact legal name: Clam Hut Hospitality Inc.
2. Doing Business As, if any: Bob's Clam Hut
3. Date of filing with Secretary of State: 05/21/2020 State in which you are formed: ME
4. If not a Maine business entity, date on which you were authorized to transact business in the State of Maine:

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

Name	Address (5 Years)	Date of Birth	Title	Percentage of Ownership
Shiva K. Natarajan	8 Pepperell Way York, ME	06/10/1964	President	100.0000

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



TOWN OF KITTEHY, MAINE

TOWN CLERK'S OFFICE

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

06/01/2021
12:00 p.m.

APPLICATION FOR APPOINTMENT TO TOWN BOARDS

NAME: John Corgan

RESIDENCE: 24 Landmark Hill Lane

MAILING (if different) _____

E-MAIL ADDRESS: JCorgan@msn.com

PHONE #: (H) 484-553-0316 (W) _____ (C) _____

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

- | | |
|---|--|
| <input type="checkbox"/> Board of Appeals | <input type="checkbox"/> Board of Assessment Review |
| <input type="checkbox"/> Conservation Commission | <input type="checkbox"/> Board of Trustees of Trust Funds |
| <input type="checkbox"/> Comprehensive Plan Committee | <input type="checkbox"/> Shellfish Conservation Committee |
| <input type="checkbox"/> Education Scholarship Committee | <input checked="" type="checkbox"/> 1 Economic Development Committee |
| <input type="checkbox"/> Parks Commission | <input type="checkbox"/> Kittery Port Authority |
| <input type="checkbox"/> Planning Board | <input checked="" type="checkbox"/> 2 KCC Board of Directors |
| <input type="checkbox"/> Kittery Climate Adaptation Committee | <input type="checkbox"/> Library Advisory Committee |
| <input type="checkbox"/> Kittery Celebration Committee | Other _____ |

EDUCATION/TRAINING: BA Accounting Muhlenberg College

RELATED EXPERIENCE (Including other Boards and Commissions) _____
Small business owner

PRESENT EMPLOYMENT: Associate Director Merck &

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

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

REASON FOR APPLICATION TO THIS BOARD: Kittery is a great town, want to get involved.

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.

John Corgan (ELECTRONIC SIGNATURE)

06/01/2021 12:00 p.m.

SIGNATURE OF APPLICANT

DATE



Published on *Kittery ME* (<https://www.kitteryme.gov>)

[Home](#) > [Town of Kittery Board & Committee Application](#) > [Webform results](#) > Submission #5

Submission information

Form: [Town of Kittery Board & Committee Application](#) (1)
Submitted by Anonymous (not verified)
February 9, 2022 - 9:52am
71.233.80.217

Name:

H Scott Mason

Residence:

Kittery

Mailing (if different):**E-Mail Address:**

hscottmason@gmail.com

Cell Phone Number:

6035570801

Home Phone Number:**Work Phone Number:****Board, Committee & Commission Choices**

- Economic Development Committee
- Housing Committee
- Planning Board
- Port Authority

Rank Choices By Priority

No preference.

Education/Training:

BA in Agricultural Business from ASU.

Related Experience (Including other Boards and Commissions):

No board or commission experience. I was in the restaurant business for 24 years, 14 as an owner. I currently work as a residential real estate agent in ME and NH.

Present Employment:

Real Estate agent at Keller Williams

Are You a Registered Voter in the Town of Kittery?

Yes

Do You Have Any Conflicts of Interest?

Not that I am aware of.

Reason for Application to this Board:

I want to be more involved in Kittery town government and I think I have something to offer. I have a lot of restaurant/ retail experience. I also have 7 years of real estate experience with all of the licensing requirements, and all of the research skills required on the state and local levels, including rules, regulations, law, market research and data etc. I also have pretty top level people skills. Perhaps most importantly, I care about Kittery: I live here and my daughter goes to school here but all I have done so far is volunteer at the schools. I want to do more.

I have attended at least two meetings of the board for which application is being made:

Have not

I agree to attend all meetings, except for illness/emergency & will advise the Chair when unable to attend:

Agree

Signature

H Scott Mason

Source URL: <https://www.kitteryme.gov/node/71141/submission/13021>

Links

[1] <https://www.kitteryme.gov/home/webforms/town-kittery-board-committee-application>



Published on *Kittery ME* (<https://www.kitteryme.gov>)

[Home](#) > [Town of Kittery Board & Committee Application](#) > [Webform results](#) > Submission #3

Submission information

Form: [Town of Kittery Board & Committee Application](#) (1)

Submitted by Anonymous (not verified)

February 3, 2022 - 5:29pm

2601:196:200:1031:f8e3:46f9:e928:e81d

Name:

Edwin L Thompson

Residence:

547 Haley Rd.

Mailing (if different):

E-Mail Address:

edwinlthompson@gmail.com

Cell Phone Number:

19783028029

Home Phone Number:

Work Phone Number:

Board, Committee & Commission Choices

- Climate Adaptation Committee
- Conservation Commission
- Parks Commission
- Port Authority

Rank Choices By Priority

Ports, Climate, Conservation, Parks

Education/Training:

VP of Marketing that has a strong environmental commitment. For 20 years in my previous area, I worked as a volunteer to clean the Nashua River Watershed. Basically, I removed 10's of tons of debris and trash from the rivers. I'm an avid kayaker and care how we interact with our natural resources.

Related Experience (Including other Boards and Commissions):

30+ years of business experience, personal involvement, member of Townsend Business Association and Rod and Gun Club.

Present Employment:

Head of Growth, Expert.ai

Are You a Registered Voter in the Town of Kittery?

Yes

Do You Have Any Conflicts of Interest?

no.

Reason for Application to this Board:

I'm new to Kittery, but I already care deeply for the area and just want to help.

I have attended at least two meetings of the board for which application is being made:

Have not

I agree to attend all meetings, except for illness/emergency & will advise the Chair when unable to attend:

Agree

Signature

Edwin L Thompson

Source URL: <https://www.kitteryme.gov/node/71141/submission/12966>

Links

[1] <https://www.kitteryme.gov/home/webforms/town-kittery-board-committee-application>

TOWN COUNCIL BOARDS AND COMMITTEES
INTERVIEW FORM

TO: KITTERY TOWN COUNCIL

FROM: COUNCILOR GEORGE DOW and CAMERON WACE

RE: APPOINTMENT TO CHINA ADAPTATION

DATE OF INTERVIEW: APRIL 4th, 2022 at 12:30 a.m./p.m.

We have interviewed JOHN Mc CONNETT, on the date and time above. We approve recommendation of the applicant and whole heartedly endorse his/her appointment for a term to expire on 12-31-2025

[Signature]
[Signature]
Signatures

ATTENDANCE RECORD (for reappointments only)

Excellent _____
Good _____
Poor _____



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

REPORT TO TOWN COUNCIL

Date: March 14, 2022
From: Kendra Amaral, Town Manager
CC: Dutch Dunkelberger, Planning Board Chair, Matt Brock, Housing Committee Chair
Subject: Title 16 – Affordable Housing BL & BL-1 Zones
Councilor Sponsor: Chairperson Judy Spiller

SUMMARY

Please see the attached report from Adam Causey, Director of Planning and Development.

PROPOSED SOLUTION/RECOMMENDATION

Adopt amendment to Title 16 as proposed.

ATTACHMENTS

- Staff Memo summarizing the changes and process
- Draft Title 16 – Affordable Housing Business Local (BL) Zone
- Draft Title 16 – Affordable Housing Business – Local 1 (BL-1) Zone
- Draft Title 16 – Affordable Housing Enactment



TOWN OF KITTERY
Planning and Development Department
200 Rogers Road, Kittery, ME 03904
Telephone: 207-475-1307

TO: KENDRA AMARAL, TOWN MANAGER
FROM: ADAM CAUSEY, DIRECTOR OF PLANNING & DEVELOPMENT
SUBJECT: BUSINESS-LOCAL AND BUSINESS LOCAL-1 ZONES
DATE: MARCH 3, 2022

This memo outlines the changes being proposed to the B-L and B-L1 zoning districts. For details on these zone locations, please consult the Town's zoning map, available through the Town's on-line GIS here: <https://www.axisgis.com/KitteryME/> . Click "agree" and select Layers on the left and then click the Zoning checkbox.

The intent of these amendments is to encourage and incentivize a variety of housing types, including modestly priced housing for sale or rent, within these zones. The zones currently allow multi-family and/or mixed-use structures, along with various types of commercial uses, but setbacks and density requirements make it difficult to develop housing projects in reality. With these amendments, the Town's affordable housing policy becomes a requirement in these zones, such that any development that includes five or more dwelling units will be required to provide affordable housing or a payment-in-lieu. It is important to note that these changes make a distinction between those areas that are on Town sewer. Areas within these zones that are not connected to public sewer will not be able to take advantage of increased density standards.

Highlights include:

- Multi-family dwellings of 3-4 dwelling units are permitted by minor site plan review
- Density incentive for a mixed-use building that proposes 5 or more units of housing and at least one commercial use on the first floor
- Density incentive for affordable housing
- Setback adjustments
- Reduced parking for studio and one-bedroom dwelling units or affordable units
- Reduced parking if within ¼ mile of public transit stop in the B-L1 zone
- Impervious surface limits replace building coverage limits
- Stormwater standards strengthened
- Landscaping requirements clarified

These amendments have been reviewed by the Housing Committee, the Economic Development Committee, and the Kittery Land Use Issues Committee within the last 18 months with subsequent

suggestions incorporated. The Planning Board reviewed these proposed changes at their February 24, 2022 meeting and voted unanimously to recommend it for adoption by Town Council.

TITLE 16
AFFORDABLE HOUSING
BUSINESS LOCAL ZONE

1. AMEND §16.4.17 Business – Local (B-L) to include affordable housing provisions as follows:

1 16.4.17 Business – Local Zone (B-L)

2 A. Purpose

3 The purpose of the Business – Local B-L Zone is to provide local ~~sales retail~~, services, and business
4 space as well as a variety of housing types within a walkable context. Much of this zone serves a well-
5 traveled corridor through Kittery with many buildings, including residential structures, oriented within
6 the Town, to Route 1. Other portions of the zone serve as business hubs for the neighborhoods they are
7 situated in.

8 B. Permitted uses

9 The following uses are permitted in the B-L Zone:

- 10 (1) Accessory Dwelling Unit
- 11 (2) Dwelling, Attached Single-Family
- 12 (3) Dwelling, Manufactured Housing
- 13 (4) Dwelling, Multi-Family
 - 14 a. Development proposing three or four dwelling units are permitted through minor site plan
 - 15 review;
 - 16 (4)b. Development proposing five or more dwelling units are permitted through major site plan
 - 17 review;
- 18 (5) Dwelling, Single-Family
- 19 (6) Dwellings Two-Family
- 20 ~~(6)~~(7) Dwelling Units as part of a Mixed-Use Building
- 21 ~~(7)~~(8) Convalescent Care Facility
- 22 ~~(8)~~(9) Nursing Care Facility, Long-term
- 23 ~~(9)~~(10) Residential Care Facility
- 24 ~~(10)~~(11) Accessory Buildings, Structures, and Uses
- 25 ~~(11)~~(12) Home Occupation, Major
- 26 ~~(12)~~(13) Home Occupation, Minor
- 27 ~~(13)~~(14) Day Care Facility
- 28 ~~(14)~~(15) Hospital
- 29 ~~(15)~~(16) Nursery School
- 30 ~~(16)~~(17) Private Assembly
- 31 ~~(17)~~(18) Public Facility
- 32 ~~(18)~~(19) Public or Private School
- 33 ~~(19)~~(20) Religious Use
- 34 ~~(20)~~(21) Recreation, Public Open Space

- 35 ~~(21)~~(22) ___ Aquaculture
- 36 ~~(22)~~(23) ___ Commercial Fisheries/Maritime Activities (provided only incidental cleaning and
- 37 cooking of seafood occur at the site)
- 38 ~~(23)~~(24) ___ Commercial School
- 39 ~~(24)~~(25) ___ Art Studio or Gallery
- 40 ~~(25)~~(26) ___ Business & Professional Offices
- 41 ~~(26)~~(27) ___ Business Service
- 42 ~~(27)~~(28) ___ Conference Center
- 43 ~~(28)~~(29) ___ Personal Service
- 44 ~~(29)~~(30) ___ Restaurant
- 45 ~~(30)~~(31) ___ Retail Sales (excluding those of which the principal activity entails outdoor sales and/or
- 46 storage and excluding those specifically mentioned under Subsection C of this section)
- 47 ~~(31)~~(32) ___ Retail Sales, Building Materials & Garden Supply (excluding those of which the
- 48 principal activity entails outdoor sales and/or storage)
- 49 ~~(32)~~(33) ___ Retail Sales, Convenience
- 50 ~~(33)~~(34) ___ Specialty Food and/or Beverage Facility
- 51 ~~(34)~~(35) ___ Mass Transit Station
- 52 ~~(35)~~(36) ___ Parking Area

53 C. Special exception uses

54 The following uses are permitted as special exception uses in the B-L Zone:

55 (1) Dwellings, cottage cluster

- 56 ~~(1)~~(2) ___ Motel
- 57 ~~(2)~~(3) ___ Hotel
- 58 ~~(3)~~(4) ___ Inn
- 59 ~~(4)~~(5) ___ Rooming House
- 60 ~~(5)~~(6) ___ Funeral Home
- 61 ~~(6)~~(7) ___ Gasoline Service Station
- 62 ~~(7)~~(8) ___ Public Assembly Area
- 63 ~~(8)~~(9) ___ Theater
- 64 ~~(9)~~(10) ___ Public Utility Facility
- 65 ~~(10)~~(11) ___ Mechanical Service
- 66 ~~(11) Residential Dwelling Units, as part of a mixed-use building~~

67 D. Standards.

68 All development and the use of land in the B-L Zone must meet the following standards. Kittery's
69 Design Handbook illustrates how these standards can be met. In addition, the design and performance
70 standards of Chapters §16.5, §16.7 and §16.8 must be met.

71 (1) The following space and dimensional standards apply:

72 (a) Minimum land area per dwelling unit:

73 [1] If served by on-site sewage disposal: 20,000 square feet;

74 [2] If served by the public sewerage system and:

75 [a] All floors are residential: 3,000 square feet; or

76 [b] When less than five dwelling units are proposed with, at minimum, one
77 nonresidential use to be located on the first floor facing State Road or Route 1
78 Bypass such that the use will be visible from the street:3,000 square feet. Such a
79 nonresidential use or uses need not occupy the entire first floor but must be an
80 independent nonresidential use, e.g., not a home office marketed with a dwelling
81 unit as a work/live unit.

82 [c] When five or more dwelling units are proposed with, at minimum, one
83 nonresidential use to be located on the first floor facing State Road or Route 1
84 Bypass such that the use will be visible from the street: 2,500 square feet. Such a
85 nonresidential use or uses need not occupy the entire first floor but must be an
86 independent nonresidential use, e.g. not a home office marketed with a dwelling
87 unit as a work/live unit; or

88 [d] 25% or more of the dwelling units will be affordable housing units as defined by
89 this code: 2,000 square feet.

90 Note: Except as otherwise required by the buffer provisions of this title.

91 ~~(b)(4) Parking. One row of parking spaces and a related access drive may be located between the~~
92 ~~front property line and the front wall of the building extending the full width of the lot. All~~
93 ~~other parking must be located to the side and/or rear of the building. All new or revised~~
94 ~~parking must be visually screened through the use of landscaping, earthen berms and/or~~
95 ~~fencing from adjacent public streets or residential properties. (See the Design Handbook for~~
96 ~~appropriate examples.)~~ Parking requirements are to be met on site. If meeting the parking
97 requirements is not possible, the parking demand may be satisfied off site or through joint-
98 use agreements as specified herein. Notwithstanding the off-street parking requirements in §
99 16.7.11.F(4), minimum parking requirements for the uses below are modified as specified:

100 [1] Dwelling units: 1.5 parking space per dwelling unit; unless:

101 [a] Affordable housing as defined by this code is proposed in which case the parking
102 requirements may be reduced to one parking space per dwelling unit at the
103 Planning Board’s discretion; and/or

104 [b] Some or all of the proposed dwelling units are one-bedroom or studio type units in
105 which case parking requirements for these types of units may be reduced to one
106 parking space for each unit so described.

107 [2] For multifamily dwellings, if more than ten parking spaces are required, up to 20% of
108 the parking may be designated for compact cars. See § 16.7.11.F(4) Off-Street Parking
109 Standards.

110 [3] Electric car charging stations are allowed and encouraged in parking lots but must not
111 interfere with pedestrian movement on sidewalks.

112 (c) Off-site parking. Required off-street parking may be satisfied at off-site locations, provided
113 such parking is on other property owned by the applicant or is under the terms of a contractual
114 agreement that will ensure such parking remains available for the uses served. Applicant
115 must present evidence of a parking location and a contractual agreement prior to final

116 approval and file the same with Planning and Code office each time the contract is renewed.
117 Any changes to the contractual agreement must be reviewed by the Code Enforcement
118 Officer and if the location of the off-site parking changes, will require approval from the
119 municipal permitting authority which originally approved the off-site parking.

120 (d) Joint-use parking. Required off-street parking may also be satisfied by the joint use of parking
121 space by two or more uses if the applicant can show that parking demand is nonconflicting
122 and will reasonably provide adequate parking for the multiple uses without parking
123 overflowing into undesignated areas. Nonconflicting periods may consist of daytime as
124 opposed to evening hours of operation or weekday as opposed to weekends or seasonal
125 variation in parking demand.

126 [1] Such joint parking areas must be held under ownership of the applicant or under terms
127 of a contractual agreement that ensures such parking remains available to all users of
128 the shared parking spaces. Applicant must present evidence of the parking location and
129 a contractual agreement prior to final approval and file the same with the Planning and
130 Code office each time the contract is renewed. Any changes to the contractual agreement
131 must be reviewed by the Code Enforcement Officer and if the municipal permitting
132 authority which originally approved the off-site parking.

133 [2] Determination of parking adequacy will be based on a most frequent basis, not a "worst
134 case" scenario;

135 [3] Joint use parking areas must be located within 1,500 feet to the use served, but do not
136 need to be located on the same lot as the uses served;

137 [4] Ease and safety of pedestrian access to shared parking by the users served must be
138 demonstrated, including any proposed improvements or shuttle service that may be
139 offered and its requisite loading/unloading areas;

140 [5] Such joint parking areas must not be located in residential zones of the Town.

141 (e) In making determinations on off-site or joint-use parking under a development plan review,
142 the municipal permitting authority with jurisdiction to review and approve will make a final
143 determination of the joint-use and/or off-site spaces that constitute an acceptable combination
144 of spaces to meet the required parking demand.

145 (f) Special parking and access situations.

146 [1] In instances where one row of parking spaces and/or a related access drive is located
147 between the front property line and the front wall of the building extending the full width
148 of the lot and was utilized in accordance with previous permits or approvals, for parking,
149 display, storage, building or necessary vehicle circulation, the Planning Board may
150 allow such improvements to remain provided all other parking meets the location
151 requirements and provided that a landscaping plan for the property frontage is reviewed
152 and approved by the Planning Board.

153 (g) Minimum lot size: none.

154 NOTE: Except that all screening, open space, buffering and landscaping requirements must
155 be met or in instances where the Planning Board may modify such requirements, such
156 modifications must be found satisfactory by the Board.

157 (h) Minimum street frontage: none.

158 NOTE: All lots must meet the requirements of § 16.5.13 Lots unless specifically modified
159 by this section (§ 16.4.17). Street frontage must provide sufficient vehicular and pedestrian
160 access for the uses proposed while meeting public health and safety requirements (e.g. Fire
161 Department, Department of Public Works). The applicant must demonstrate to the municipal

162 permitting authority that the street frontage and lot design meet these requirements to the
163 extent practicable.

164 (i) Maximum-front setback: 20 feet.

165 NOTE: Except when a multistory building comprising 1) three or more residential dwelling
166 units; 2) nonresidential uses or 3) a combination of residential and nonresidential uses is
167 proposed directly across the street from a residential district or single-family use; in which
168 case a minimum of 15 is required.

169 Note: The Planning Board may, at its discretion, allow a greater setback when public
170 amenities such as pocket parks, outdoor dining or seating areas are proposed within the front
171 setback. Pocket parks must be at least 200 square feet with a minimum of three trees and a
172 bench for sitting required. Park must be vegetated with ground cover except for walkways.
173 Outdoor dining areas must meet any additional requirements specific to that use. Parking is
174 prohibited in the front setback except as allowed in subsection (1).(f).[1] above.).

175 (j) Minimum rear and side: setbacks: 10 feet.

176 NOTE: Except as otherwise required by the buffer provisions of this title, and except where
177 the side and/or rear setbacks about a residential district or single-family use; in which case a
178 minimum of 15 feet or 50% of the building height is required, whichever is greater.

179 (k) Maximum building height: 40 feet. Solar apparatus is excluded from height determinations.

180 NOTE: Except that height standards for single- and two-family residential uses are the same
181 as for those of the Urban Residential District.

182 (l) Impervious surface: No maximum allowable, but all open space, landscaping, setbacks,
183 buffers, screening and street tree requirements apply. For development that is proposing 70%
184 or more impervious surface, the stormwater requirements in (m) below may not be modified.

185 (m) Stormwater: All new development must use LID (Low Impact Development) and BMP (Best
186 Management Practices), based on Maine DEP's Maine Stormwater Best Management
187 Practices Manual Volumes 1-III as amended from time to time, to manage 100% of the total
188 stormwater generated on-site. The stormwater report and plan demonstrating that this
189 requirement is met must be included with the application at the time of submission. A request
190 for a modification may be submitted to the Planning Board but it is incumbent on the
191 applicant to prove to the Planning Board's satisfaction that such a modification is necessary.
192 The Town reserves the right to submit such modification requests for independent
193 engineering review at the applicant's expense. The Board may also require additional
194 landscaping/plantings and/or LID-design features when granting such concessions.

195 (n) A minimum of fifteen percent of each lot must be designated as open space. See subsection
196 (4).(e).

197 (o) Minimum setback from functionally water dependent uses: zero feet.

198 (p) Minimum setback from streams, water bodies and wetlands: in accordance with § 16.5.30
199 and Appendix A, Fee Schedules.

200 (2) Parking design.

201 (a) Parking must be located to the side or rear of the building. If all parking cannot be located to
202 the rear or side, the Planning Board may allow limited parking in front of the building, but it
203 is incumbent upon the applicant to demonstrate why such a modification request should be
204 granted. In granting this concession, the Board may require more intensive landscape
205 plantings and/or LID-design features.

206 (b) Shared access between buildings and/or lots must be provided where feasible. Feasibility
207 criteria include:

- 208 [1] Fewer curb cuts required;
209 [2] Improved or new pedestrian access between buildings or lots;
210 [3] Improved internal circulation between buildings or lots; and
211 [4] Improved overall site design with shared access.
- 212 (c) Screening through the use of plantings and/or fencing is required for all new or revised
213 parking abutting public streets and/or single-family uses or residential zones. Such screening
214 does not require that the parking lot and vehicles within it be completely obscured from view,
215 rather the screening must provide visual interest and distraction from the parking area
216 beyond, as well as buffer vehicle headlight trespass.
- 217 [1] A landscape plan showing screening and other landscaping requirements prepared by a
218 registered landscape architect is a submission requirement. However, a landscape plan
219 done by other design professionals may be allowed at the Planning Board’s discretion.
- 220 [2] Any required plantings that do not survive must be replaced within one year. This
221 requirement does not expire and runs with the land.
- 222 [3] Surface parking lots designed for five or more cars that will service multi-family or
223 mixed-use buildings with dwelling units and which abut a street, single-family use or
224 residential zone must provide screening in one of the following ways:
- 225 [a] Any combination of trees, shrubs, tall ornamental grasses or perennial plants in a
226 planting bed at least eight (8) feet wide. Climate-change tolerant Northeastern
227 native plants are preferred. Plantings must be sufficient, as determined by the
228 Planning Board, to screen the parking area from the street except for necessary
229 vehicular and pedestrian access. Planting beds may be mulched but no dyed
230 mulching material may be used. Drip irrigation is recommended.
- 231 [b] One tree per 25 feet of street frontage within a planting bed at least eight (8) feet
232 wide which will include other plantings such as perennials. Plantings must be
233 sufficient to screen the parking area from the street except for necessary vehicular
234 and pedestrian access. To ensure survival, trees must be planted using silva cells,
235 bioretention cells or tree wells. Trees must be at least 2.5-inch caliper and 12 feet
236 high at the time of planting. Existing large healthy trees must be preserved if
237 practical and will count towards this requirement. Trees proposed within the public
238 right-of-way must remain under 20 feet tall at maturity. Trees native to the
239 Northeast, selected for climate change tolerance, are preferred and must be drought
240 and salt tolerant when used along streets. A diversity of tree species (three to five
241 species per every 12 trees) is required to provide greater resiliency to threats from
242 introduced insect pests and diseases. Planting beds may be mulched but no dyed
243 mulching material may be used. Drip irrigation is recommended for plantings
244 proposed to accompany the trees.
- 245 [c] Fencing, no taller than six (6) feet, of a type that screens rather than blocks a view
246 and made of a material compatible with surrounding buildings. Chain link fences
247 are not allowed unless they have a PVC color coating to blend in with
248 surroundings. Stockade fences may only be allowed to buffer a parking lot along

249 the lot line that abuts a single-family use or residential zone. A planting bed at least
250 six (6) feet wide, including the fence, is required, with a combination of trees,
251 shrubs and perennials located on the proposed development's side of the fence.
252 Planting beds may be mulched but no dyed mulching material may be used. Drip
253 irrigation is recommended.

254 (d) A minimum of 10% of any surface parking area consisting of 10 or more spaces must be
255 landscaped with trees and vegetated islands. This requirement is in addition to other required
256 landscaping and street tree requirements.

257 (e) If 20% or more of the proposed development will be affordable dwelling units built rather
258 than using payment-in-lieu for required units, the Planning Board may, at its discretion,
259 modify surface parking lot screening and landscaping requirements under subsections (c) and
260 (d).

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

273 (a) Exterior building materials and details. Building materials and details strongly define a
274 project's architectural style and overall character. (See Design Handbook for examples of
275 acceptable materials, building scale and designs.) "One-sided" schemes are prohibited; similar
276 materials and details must be used on all sides of a building to achieve continuity and
277 completeness of design. Predominant exterior building materials must be of good quality and
278 characteristic of Kittery, such as horizontal wood board siding, vertical wood boards, wood
279 shakes, brick, stone or simulated stone, glass and vinyl, or metal clapboard.

280 (b) Roofs. A building's prominent roofs must be pitched a minimum of 4:12 unless demonstrated
281 to the Planning Board's satisfaction that this is not practicable. Acceptable roof styles are
282 gabled, gambrel, and hipped roofs. Flat roofs, shed roofs and roof facades (such as "stuck on"
283 mansards) are not acceptable as prominent roof forms except as provided above. Roof colors
284 must be muted. (See Design Handbook for examples.) The roof design must screen or
285 camouflage rooftop protrusions to minimize the visual impact of air-conditioning units, air-
286 handler units, exhaust vents, transformer boxes, and the like. (See Design Handbook for
287 examples of appropriate treatments.)

288 (c) Loading docks and overhead doors. Loading docks and overhead doors must be located on
289 the side or rear of the building and screened from view from adjacent properties in residential
290 use.

291 ~~(e)~~(d) Lighting plans, including outdoor lighting fixture designs and photometric plans, must be
292 included at the time of application submission. All lighting fixtures must be cutoff (dark sky

293 compliant).

294 (4) Landscaping and site design standards. A landscape plan prepared by a registered landscape
295 architect is a submission requirement. However, a landscape plan done by other design
296 professionals may be allowed at the Planning Board’s discretion. To achieve attractive and
297 environmentally sound site design ~~and appropriate screening of parking areas~~, in addition to the
298 landscaping standards contained in ~~Chapters 16.7 and 16.8~~ 16.5, the following landscaping
299 requirements apply to new and modified existing developments:

300 ~~B~~

301 (a) Landscape planter strip. A vegetated landscape planter strip must be provided a minimum of
302 15 feet in depth adjacent to the right-of-way of all public roads or the sidewalk if it already
303 exists. If a sidewalk does not yet exist on-site but sidewalks do exist on adjacent properties,
304 the planting strip must be located so that it does not interfere with connectivity to existing
305 sidewalks. Planting strips which demonstrate LID functionality to assist in stormwater capture
306 are preferred.. The Planning Board may reduce the required ~~depth-width~~ of the landscape
307 planter ~~er~~ing strip ~~if a sidewalk~~ is provided in front of the parcel and the area between the front
308 property line and the front wall of the building will be designed and used as a pedestrian space,
309 outdoor dining as defined by this title, or a seating area.. The landscape planter ~~er~~ing strip must
310 include the following landscape elements:

311 (a)

312 [1] ~~Ground cover~~Plantings. The entire landscape planter ~~er~~ing strip must be vegetated with a
313 combination of shrubs, perennials, and ornamental grasses except for approved
314 driveways, walkways, bikeways and screened utility equipment. Climate-change tolerant
315 Northeastern native plants are preferred. Planting beds may be mulched but no dyed
316 mulching material may be used. Street trees required below may be included in this
317 planting strip. Drip irrigation is recommended.

318 (b)

319 [2] Street-side trees. A minimum of one tree must be planted for each 25 feet of street
320 frontage. The trees may be spaced along the frontage or grouped or clustered to enhance
321 the visual quality of the site. (See Design Handbook for examples.) The trees must be a
322 minimum ~~two and one half inch~~ 2.5-inch caliper and be at least 12 feet high at the time
323 of planting. Trees must be planted to ensure survival, using silva cells, bioretention cells
324 or tree wells. The species must be selected from the ~~A~~ list of ~~approved~~ approved street-side trees
325 can be found in the Design Handbook. Trees native to the Northeast, selected for climate
326 change tolerance, are preferred and must be drought and salt tolerant when used along
327 streets. A diversity of tree species (three to five species per every 12 trees) is required to
328 provide greater resiliency to threats from introduced insect pests and diseases. Existing
329 large healthy trees must be preserved if practical and will count toward this requirement.
330 Trees located within the public right-of-way must not exceed 20 feet in height at maturity.

331 [3] Any required plantings that do not survive must be replaced within one year. This
332 requirement does not expire and runs with the land.

333 (e)(b) Special situations.

334 [1]. [a]. Expansions of less than 1,000 square feet to existing uses including single-family
335 or two-family dwellings are exempt from the landscaping standard of this
336 subsection.

337 ~~{2}.[b].~~ Depth Width-of landscape planter strip. In instances where the required minimum
 338 depth width of the landscape planter strip is legally utilized in accordance with
 339 previous permits or approvals, for parking, display, storage, building or necessary
 340 vehicle circulation, the ~~depth width~~ may be narrowed by the Planning Board to the
 341 minimum extent necessary to achieve the objective of the proposed project,
 342 provided that shrubs and perennials are planted along the street frontage to soften
 343 the appearance of the development from the public street.

344 ~~{3}.[c].~~ Additions and changes in use. For additions to existing buildings and changes of
 345 residential structures to a nonresidential use, one street-side tree (see list of street
 346 trees in Design Handbook) is required to be planted for every 1,000 square feet of
 347 additional gross floor area added or converted to nonresidential use. In instances
 348 where parking, display area, storage, building or necessary vehicle circulation
 349 exists ~~at the time of enactment of this section~~, the required trees may be clustered
 350 and/or relocated away from the road as is necessary to be practicable. The
 351 preservation of existing large trees is encouraged; therefore, the Planning Board
 352 may permit the preservation of existing healthy, large, mature trees within the
 353 landscape planter ering strip or other ~~developed~~ landscaping areas of the site to be
 354 substituted for the planting of new trees.

355 (c). Outdoor service and storage areas. Service and storage areas must be located to the side or rear
 356 of the building. ~~Facilities for waste storage such as dumpsters must be located within an~~
 357 ~~enclosure and be visually buffered by fencing, landscaping and/or other treatments. (See~~
 358 ~~Design Handbook for examples of appropriate buffering.)~~ All service areas for dumpsters,
 359 compressors, generators and similar items must be screened by a fence at least six feet tall,
 360 constructed of a material similar to surrounding buildings, and must surround the service area
 361 except for the necessary ingress/egress.

362 ~~€(d)~~ Traffic and circulation standards. Sidewalks and roadways must be provided ~~within the site~~ to
 363 internally join abutting properties that are determined by the Planning Board using the criteria
 364 in subsection D.(2).(b). ~~to be compatible.~~ In addition, safe pedestrian route(s) must be provided
 365 to allow pedestrians to move within the site and between the principal customer entrance and
 366 the front lot line where a sidewalk exists or will be provided or where the Planning Board
 367 determines that such a route is needed for adequate pedestrian safety and movement. (See
 368 Design Handbook for appropriate examples.)

369 (e) Open space standards. A minimum of fifteen percent of the total area of a lot must be provided
 370 as o ~~Open space must be provided as a percentage of the total area of the lot,~~ including freshwater
 371 wetlands, water bodies, streams and setbacks. ~~Fifteen percent of each lot must be designated as~~
 372 ~~open space. Required open space must be shown on the plan with a note dedicating it as "open~~
 373 ~~space."~~ The open space must be located to create an attractive environment on the site, minimize
 374 environmental impacts, protect significant natural features or resources on the site and maintain
 375 wildlife habitat. Individual large, healthy trees and areas with mature tree cover should be
 376 included in the open space. Where possible, the open space must be located to allow the creation
 377 of continuous open space networks in conjunction with existing or potential open space on
 378 adjacent properties. The required amount of designated open space is reduced to 10% of each
 379 lot that is less than 40,000 square feet in size.

380 ~~D—[1]~~ In cases where creating or preserving open space to meet the 15% requirement above
 381 is not practicable, the Planning Board may allow the required landscaping in 4.(a) above

382 to count towards meeting the open space requirement provided the proposed landscaped
383 planting strip is expanded beyond the required width and the Planning Board finds that
384 all criteria for open space above has been met to the greatest extent possible.

385 ~~E—The following space standards apply:~~

386 ~~(a)—Minimum land area per dwelling unit when all floors are residential: 20,000 square feet if~~
387 ~~served by on-site sewage disposal; 8,000 square feet if served by the public sewerage system.~~

388 ~~(NOTE: Except as otherwise required by the buffer provisions of this title, and except where the~~
389 ~~side and/or rear yards abut a residential district or use; in which case a minimum of 15 feet or~~
390 ~~50% of the building height is required.)~~

391 ~~(b).—Minimum land area per dwelling unit when the entire first floor is used for nonresidential~~
392 ~~uses: 20,000 square feet if served by on-site sewage disposal; 4,000 square feet if served by the~~
393 ~~public sewerage system.~~

394 ~~(c).—Minimum lot size: none.~~

395 ~~(NOTE: Except as otherwise required by the buffer provisions of this title, and except where the~~
396 ~~side and/or rear yards abut a residential district or use; in which case a minimum of 15 feet or~~
397 ~~50% of the building height is required.)~~

398 ~~(d).—Minimum street frontage: none.~~

399 ~~(NOTE: Except as otherwise required by the buffer provisions of this title, and except where the~~
400 ~~side and/or rear yards abut a residential district or use; in which case a minimum of 15 feet or~~
401 ~~50% of the building height is required.)~~

402 ~~(e).—Minimum front yard: 15 feet.~~

403 ~~(NOTE: Except as otherwise required by the buffer provisions of this title, and except where the~~
404 ~~side and/or rear yards abut a residential district or use; in which case a minimum of 15 feet or~~
405 ~~50% of the building height is required.)~~

406 ~~(f).—Maximum front setback of the principal building: 60 feet.~~

407 ~~(g).—Minimum rear and side yards: 10 feet.~~

408 ~~(NOTE: Except as otherwise required by the buffer provisions of this title, and except where the~~
409 ~~side and/or rear yards abut a residential district or use; in which case a minimum of 15 feet or~~
410 ~~50% of the building height is required.)~~

411 ~~(h).—Maximum building height: 40 feet.~~

412 ~~(NOTE: Except that space standards for single and two-family residential uses are the same as~~
413 ~~for those of the Urban Residential District.)~~

414 ~~(i).—Maximum building and outdoor stored material coverage: none, except that side, rear and~~
415 ~~front yards must be maintained~~

416 ~~(j).—Minimum water body setback for functionally water-dependent uses: zero feet.~~

417 ~~(k).—Minimum setback from streams, water bodies and wetlands: in accordance with Table~~
418 ~~16.5.30, § 16.4.28 and Appendix A, Fee Schedules.~~

419 (5) Cottage cluster requirements:

420 (a) Cottage cluster dwelling units must either face the required common open space or the street.

421 The required open space must be held in common for use by all the cottage cluster residents
422 and must be immediately accessible to each dwelling unit, via either the front or the back of
423 each unit.

424 (b) Each cottage cluster dwelling unit must be no greater than 1,200 square feet. Spacing between
425 units must comply with the requirements of the Fire Department and/or the State Fire
426 Marshall's office.

427 (c) Shared parking areas must be connected to each dwelling unit via a sidewalk.

428 (6) Affordable housing requirements:

429 (a) All requirements in § 16.5.4 Affordable Housing must be met.

430

431 (b) Density incentives outlined above in subsection D.(1).(a).[2].[d] may be applied to projects that
432 create affordable housing units, as defined by this code. No proportional payment-in-lieu is
433 required if the affordable dwelling unit requirements for the density incentives are met.

434 ~~(4)~~(7) Gasoline Sales

435 (a). Gasoline Sales must not be located within 1,000 feet of an existing station;

436 (b). not be located within 1,000 feet of any private residence; and

437 ~~(a)~~(c). not be located within 150 feet of any existing structure.

438 E. Shoreland Overlay Zone OZ-SL – Business – Local Zone (B-L)

439 (1) Permitted uses.

440 (a) Accessory Buildings, Structures, and Uses

441 (b) Dwellings if located farther than 100 feet from the normal high-water line of any water
442 bodies, or the upland edge of a wetland

443 [1] Dwelling, Attached Single-family

444 [2] Dwelling, Manufactured housing

445 [3] Dwelling, Multi-family

446 [4] Dwelling, Single-family

447 [5] Dwelling, Two-Family

448 ~~(b)~~(c) Recreation, Public Open Space

449 (2) Special exception uses.

450 (a). Art Studio or Gallery

451 (b). Retail Sales, Building Materials & Garden Supply (excluding those of which the principal
452 activity entails outdoor sales and/or storage)

453 (c). Business Services

454 (d). Business & Professional Offices

455 (e). Commercial Fisheries/Maritime Activities (provided only incidental cleaning and cooking of
456 seafood occur at the site)

457 (f). Parking Area

458 (g). Conference Center

459 (h). Retail Sales, Convenience

460 (i). Home Occupation, Major

461 (j). Home Occupation, Minor

462 (k). Mass Transit Station

- 463 (l). Motel
- 464 (m). Hotel
- 465 (n). Inn
- 466 (o). Rooming House
- 467 (p). Personal Services
- 468 (q). Public Assembly Area
- 469 (r). Theater
- 470 (s). Public Utility Facility
- 471 (t). Restaurant
- 472 (u). Retail Sales, but (excluding those of which the principal activity entails outdoor sales and/or
- 473 storage)
- 474 (v). Commercial School
- 475 (w). Public or Private School
- 476 (x). Nursery School
- 477 (y). Day Care Facility
- 478 (z). Elder Care Facility
- 479 (aa). Hospital
- 480 (bb). Nursing Care Facility, Long-term
- 481 (cc). Convalescent Care Facility
- 482 (dd). Public Facility
- 483 (ee). Religious Use
- 484 (ff). Private Assembly
- 485 (gg). Specialty Food and/or Beverage Facility

486 (3) See § 16.4.28 for purpose and standards in the Shoreland Overlay Zone OZ-SL

487 E. Resource Protection Overlay Zone OZ-RP – Business – Local (B-L).

488 (1) Permitted Uses.

489 (a) Recreation, Public Open Space

490 (2) Special Exception Uses.

491 (a) Accessory Uses & Buildings

492 (b) Aquaculture

493 (c) Home Occupations, Major

494 (d) Home Occupations, Minor

495 (e) Public Utility Facilities,

496 (f) Dwelling, Single-Family

497 (3) See § 16.4.29 for purpose and standards in the Resource Protection Overlay Zone RP-SL

**TITLE 16
AFFORDABLE HOUSING
BUSINESS – LOCAL 1 ZONE**

1. AMEND §16.4.18 Business – Local 1 (B-L1) to) to include affordable housing provisions as follows:

1 16.4.18 Business – Local 1 (B-L1)

2 A. Purpose

3 The purpose of the Business – Local 1 B-L1 Zone is to encourage a compact village ~~smart growth/urban~~
4 design pattern that will serve as a focal point for the provision of local sales, urban residences, services
5 and business space. The goal of this section is to create an attractive, functional and vibrant pedestrian-
6 scaled neighborhood supporting a mix of commercial and residential uses. ~~This type of development~~
7 ~~reflects a traditional New England pattern of building, where commercial uses are located on the first~~
8 ~~floor and housing on the upper floors.~~

9 B. Permitted uses

10 The following uses are permitted in the B-L1 Zone:

11 (1) Accessory Dwelling Unit

12 (2) Dwelling, Attached Single-Family

13 (3) Dwelling, Manufactured Housing

14 (4) Dwelling, Multi-Family

15 (a) Development proposing three or four dwelling units are permitted through minor site plan
16 review;

17 (b) Development proposing five or more dwelling units are permitted through major site plan
18 review;

19 (5) Dwelling, Single-Family

20 ~~(6)~~ Dwelling, Two-Family

21 ~~(6)~~~~(7)~~ Dwelling Units as part of a Mixed-Use Building

22 ~~(7)~~~~(8)~~ Convalescent Care Facility

23 ~~(8)~~~~(9)~~ Nursing Care Facility, Long-term

24 ~~(9)~~~~(10)~~ Residential Care Facility

25 ~~(10)~~~~(11)~~ Accessory Buildings, Structures, and Uses

26 ~~(11)~~~~(12)~~ Home Occupation, Major

27 ~~(12)~~~~(13)~~ Home Occupation, Minor

28 ~~(13)~~~~(14)~~ Inn

29 ~~(14)~~~~(15)~~ Day Care Facility

30 ~~(15)~~~~(16)~~ Hospital

31 ~~(16)~~~~(17)~~ Nursery School

32 ~~(17)~~~~(18)~~ Private Assembly

- 33 ~~(18)~~(19) Public Facility
- 34 ~~(19)~~(20) Public or Private School
- 35 ~~(20)~~(21) Religious Use
- 36 ~~(21)~~(22) Recreation, Public Open Space
- 37 ~~(22)~~(23) Commercial School
- 38 ~~(23)~~(24) Art Studio or Gallery
- 39 ~~(24)~~(25) Business & Professional Offices
- 40 ~~(25)~~(26) Business Services
- 41 ~~(26)~~(27) Conference Center
- 42 ~~(27)~~(28) Personal Services
- 43 ~~(28)~~(29) Restaurant
- 44 ~~(29)~~(30) Retail Sales (excluding those of which the principal activity entails outdoor sales and/or storage and excluding those specifically mentioned under Subsection C of this section)
- 45
- 46 ~~(30)~~(31) Retail Sales, Building Materials & Garden Supply (excluding those of which the principal activity entails outdoor sales and/or storage)
- 47
- 48 ~~(31)~~(32) Retail Sales, Convenience
- 49 ~~(32)~~(33) Specialty Food and/or Beverage Facility
- 50 ~~(33)~~(34) Mass Transit Station
- 51 ~~(34)~~(35) Parking Area

52 C. Special exception uses

53 The following uses are permitted as special exception uses in the B-L1 Zone:

- 54 (1) Motel
- 55 (2) Hotel
- 56 (3) Rooming House
- 57 (4) Funeral Home
- 58 (5) Gasoline Service Station
- 59 (6) Public Assembly Area
- 60 (7) Theater
- 61 (8) Public Utility Facility
- 62 (9) Farmers Market
- 63 (10) Mechanical service
- 64 (11) Dwellings, cottage cluster; and
- 65 ~~(10)~~(12) Buildings and structures over 40 feet that conform to the provisions of Title 16.

66 D. Standards

67 All development and the use of land in the B-L1 Zone must meet the following standards. Kittery's
68 Design Handbook illustrates how these standards can be met. In addition, the design and performance
69 standards of Chapter § 16.5, 16.7 and 16.8 must be met.

70

71 (1) The following space and dimensional standards apply:

72 (a) Minimum land area per dwelling unit:

73 [1] When all floors are residential: ~~8,000~~2,500 square feet

74 [2] When less than five dwelling units are proposed with, at minimum, one nonresidential
75 use to be located on the first floor facing State Road or Shapleigh Road such that the use
76 will be visible from the street: 2,500 square feet. Such a nonresidential use or uses need
77 not occupy the entire first floor but must be an independent nonresidential use, e.g., not a
78 home office marketed with a dwelling unit as a work/live unit. ~~When the entire first floor~~
79 ~~is in nonresidential use: 3,500 square feet.~~

80 [3] When five or more dwelling units are proposed with, at minimum, one nonresidential use
81 to be located on the first floor facing State Road or Shapleigh Road such that the use will
82 be visible from the street: 2,000 square feet. Such a nonresidential use or uses need not
83 occupy the entire first floor but must be an independent nonresidential use, e.g., not a
84 home office marketed with a dwelling unit as a work/live unit.

85 ~~[2]~~[4] When 25% or more of the dwelling units will be affordable housing units as
86 defined by this code, the minimum land area per dwelling unit is: 1,500 square feet.

87 (b) Parking:

88 Parking requirements are to be met on-site. If meeting the parking requirements is not
89 possible, the parking demand may be satisfied off-site or through joint-use agreements as
90 specified in 16.4.17.D.(1).(c) - 16.4.17.D.(1).(e) under the B-L Zone. Notwithstanding the
91 off-street parking requirements in 16.7.11.F.(4), minimum parking requirements for the uses
92 below are modified as specified:

93 [1] Dwelling units: 1.5 parking spaces per dwelling unit; unless:

94 [i] Affordable housing as defined by this code is proposed in which case the parking
95 requirements may be reduced to a minimum of 1/2 spaces per dwelling unit at the
96 Planning Board's discretion; and/or

97 [ii] Housing is proposed within ¼ mile of a public transit stop, in which case the parking
98 requirements may be reduced to a minimum of 1/2 spaces per dwelling unit at the
99 Planning Board's discretion; and/or

100 [iii] Some or all of the proposed dwelling units are one-bedroom or studio type units in
101 which case parking requirements for these types of units are reduced to one parking space
102 for each unit so described.

103 [2] For multifamily dwellings, if more than ten parking spaces are required, up to 20% of
104 the parking may be designated for compact cars. See 16.7.11.F.(4) Off-Street Parking
105 Standards.

106 ~~(b)~~ [3] Electric car charging stations are allowed and encouraged in parking lots but must not
107 interfere with pedestrian movement on sidewalks. ~~Minimum parking spaces per dwelling~~
108 ~~unit: 1.5.~~

109 (c) Minimum lot size: ~~20,000 square feet~~None. (NOTE: Except that all screening, open space,
110 buffering and landscaping requirements must be met or in instances where the Planning
111 Board may approve modifications to such requirements, such modifications must be found
112 satisfactory by the Board.

113 (d) Minimum street frontage per ~~building~~lot: 50 feet.

- 114 (e) Maximum front ~~yard~~setback: ~~30~~20 feet.
- 115 (NOTE: This area must be designed to promote a pedestrian public space, which includes,
- 116 but is not limited to, landscaping, sidewalks and sitting areas. The Planning Board may, at its
- 117 discretion, allow a greater setback when public amenities such as pocket parks, outdoor
- 118 dining or seating areas are proposed within the front setback. Pocket parks must be at least
- 119 200 square feet with a minimum of three trees and a bench for sitting required. Park must be
- 120 vegetated with ground cover except for walkways. Outdoor dining areas must meet any
- 121 additional requirements specific to that use. ~~Parking and outdoor~~Outdoor storage ~~are~~is
- 122 prohibited anywhere in the front yard of the structure, except for seasonal sales items.
- 123 Parking is also prohibited in the front setback except as allowed in subsection (2).(e)
- 124 below).)
- 125 (f) Minimum rear and side ~~yards~~setbacks: 10 feet.
- 126 (NOTE: Except as otherwise required by the buffer provisions of this title, and except where
- 127 the side and/or rear ~~yards~~setbacks abut a residential zone or single-family use; in which case
- 128 a minimum of 15 feet or 50% of the building height, whichever is greater, is required.)
- 129 (g) Maximum building height: 40 feet. Solar apparatus is excluded from height determinations.
- 130 Buildings and structures higher than 40 actual feet from the lowest point of grade to the
- 131 highest point of the building or structure (see Height of Building in 16.3), permitted as a
- 132 special exception, must have side, rear and front setbacks of sufficient depth to adequately
- 133 protect the health, safety and welfare of abutting properties, which may not be less than 50%
- 134 of the actual height of the proposed building.
- 135 ~~(h) Maximum building and outdoor stored material coverage: 50%~~ The maximum impervious
- 136 surface is:-
- 137 [1] 70%; or
- 138 [2] The Planning Board may, at its discretion, allow greater than 70% if:
- 139 (i) Additional landscaped or natural areas are proposed or preserved and such areas are
- 140 integrated into the site design in an environmentally conscious way utilizing LID to
- 141 provide stormwater filtration and/or water quality improvements. Such areas must exceed
- 142 the requirement that 15% of the lot be landscaped or natural. See (4) Landscaping/Site
- 143 Improvements. When granting such a concession, the Board must find that the proposed
- 144 additional landscaping and/or natural areas and the site design provide enough benefit to
- 145 outweigh the impact of greater impervious surface; or
- 146 (ii) Affordable housing to be built, rather than a payment-in-lieu, is proposed.
- 147 ~~(h)~~ Note: If using either option above, the stormwater requirements in (i) below may not
- 148 be modified.
- 149 (i) Stormwater: All new development must use LID (Low Impact Development) and BMP (Best
- 150 Management Practices), based on Maine DEP’s Maine Stormwater Best Management
- 151 Practices Manual Volumes I-III as amended from time to time, to manage 100% of the total
- 152 stormwater generated on-site. The stormwater report and plan demonstrating that this
- 153 requirement is met must be included with the application at the time of submission. A request
- 154 for a modification may be submitted to the Planning Board but it is incumbent on the
- 155 applicant to prove to the Planning Board’s satisfaction that such a modification is necessary.
- 156 The Town reserves the right to submit such modification requests for independent
- 157 engineering review at the applicant’s expense. The Board may also require additional

158 landscaping/plantings and/or LID features when granting such concessions.

159 (j) Minimum area dedicated to landscaped or natural areas: 15%.

160 [1] For the purposes of this zone, a natural area is an area that is not regularly mowed, and
161 contains trees and/or shrubs which may not have been deliberately planted. Invasive plants,
162 as defined by the State of Maine, must be removed.

163 (+) [2] For multifamily dwellings, mixed-use buildings with dwelling units and attached
164 single-family dwellings, in cases where the property cannot meet the 15% requirement due to
165 existing development (including parking areas), and where redevelopment will remain at the
166 same or a lower percentage of the lot, the Planning Board may, at its discretion, allow a
167 smaller percentage of landscaped and/or natural area. In granting this concession, the Board
168 may require more intensive landscape plantings and/or LID-designed features.

169 (+) (k) Hours of operation must be noted on the final site plan and are determined by the
170 Planning Board on a case-by-case basis. All lighting other than designated security lighting
171 must be extinguished outside of noted hours of operation.

172 (+) (l) Minimum ~~water body~~ setback for functionally water-dependent uses: zero feet.

173 (+) (m) Minimum setback from streams, water bodies and wetlands: in accordance with Table
174 16.5.30, § 16.4.28 and Appendix A, Fee Schedules.

175 ~~(m) Gasoline Sales must a) not be located within 1,000 feet of an existing station; (b) not be~~
176 ~~located within 1,000 feet of any private residence; and (c) not be located within 150 feet of~~
177 ~~any existing structure.~~

178 (2) Parking design.

179 (a) Parking must be located ~~on~~ to the side or ~~back~~ rear of the building yard; If all parking cannot
180 be located to the rear or side, the Planning Board may allow limited parking in front of the
181 building but it is incumbent upon the applicant to demonstrate why such a modification
182 request should be granted. In granting this concession, the Board may require more intensive
183 landscape plantings and/or LID-designed features.

184 (b) Shared access between buildings and/or lots must be provided where feasible; ~~and~~
185 Feasibility criteria include:

186 [1] Fewer curb cuts required;

187 [2] Improved or new pedestrian access between buildings or lots;

188 [3] Improved internal circulation between buildings or lots; and

189 ~~(b)~~ [4] Improved overall site design with shared access.

190 (c) Screening through the use of plantings and/or fencing is required for all new or revised
191 parking abutting public streets and/or single-family uses or residential zones. Such screening
192 does not require that the parking lot and vehicles within it be completely obscured from view,
193 rather the screening must provide visual interest and distraction from the parking area
194 beyond, as well as buffer vehicle headlight trespass. ~~New or revised parking must be~~
195 ~~visually screened through the use of landscaping, earthen berms and/or fencing from adjacent~~
196 ~~public streets or residential properties. (See the Design Handbook for appropriate examples.)~~

197 [1] A landscape plan showing screening and other landscaping requirements prepared by a
198 registered landscape architect is a submission requirement. However, a landscape plan done
199 by other design professionals may be allowed at the Planning Board's discretion.

200 [2] Any required plantings that do not survive must be replaced within one year. This

201 requirement does not expire and runs with the land.

202 [3] Surface parking areas designed for less than five cars must use solid fencing, berms
203 and/or stone walls along the parking lot where it abuts any single-family use or residential
204 zone must be used to prevent vehicle headlights trespass. from shining on any abutting
205 residential property. Incorporating flowering vines and other plantings such as trees and
206 shrubs on next to fences and blank exterior walls is encouraged.

207 [4] Surface parking lots designed for five or more cars that will service multi-family or
208 mixed-use buildings with dwelling units and which abut a street, single-family use or
209 residential zone must provide screening in one of the following ways:

210 i. Any combination of trees, shrubs, tall ornamental grasses or perennial plants in a
211 planting bed at least eight (8) feet wide. Plantings must be sufficient, as determined by
212 the Planning Board, to screen the parking area from the street except for necessary
213 vehicular and pedestrian access. Climate-change tolerant Northeastern native plants are
214 preferred. Planting beds may be mulched but no dyed mulching material may be used.
215 Drip irrigation is recommended.

216 ii. One tree per 25 feet of street frontage within a planting bed at least eight (8) feet
217 wide which will include other plantings such as perennials. Plantings must be sufficient,
218 as determined by the Planning Board, to screen the parking area from the street except
219 for necessary vehicular and pedestrian access. To ensure survival, trees must be planted
220 using silva cells, bioretention cells or tree wells. Trees must be at least 2.5-inch caliper
221 and 12 feet high at the time of planting. Existing large healthy trees must be preserved if
222 practical and will count towards this requirement. Trees proposed within the public
223 right-of-way must remain under 20 feet tall at maturity. Trees native to the Northeast,
224 selected for climate change tolerance, are preferred and must be drought and salt tolerant
225 when used along streets. A diversity of tree species (three to five species per every 12
226 trees) is required to provide greater resiliency to threats from introduced insect pests and
227 diseases. Planting beds may be mulched but no dyed mulching material may be used.
228 Drip irrigation is recommended for plantings proposed to accompany the trees.

229 iii. Fencing, no taller than six (6) feet, of a type that screens rather than blocks a view
230 and made of a material compatible with surrounding buildings. Chain link fences are not
231 allowed unless they have a PVC color coating to blend in with surroundings. Stockade
232 fences may only be allowed to buffer a parking lot along the lot line that abuts a single-
233 family use or residential zone. A planting bed at least six (6) feet wide, including the
234 fence, is required, with a combination of trees, shrubs and perennials located on the
235 proposed development's side of the fence. Climate-change tolerant Northeastern native
236 plants are preferred. Planting beds may be mulched but no dyed mulching material may
237 be used. Drip irrigation is recommended.

238 (d) A minimum of 10% of any surface parking area consisting of 10 or more spaces must be
239 landscaped with trees and vegetated islands. This requirement is in addition to other required
240 landscaping and street tree requirements.

241 (e) In instances where one row of parking spaces and/or a related access drive is located
242 between the front property line and the front wall of the building extending the full width of the
243 lot and was utilized in accordance with previous permits or approvals, for parking, display,
244 storage, building or necessary vehicle circulation, the Planning Board may allow such
245 improvements to remain provided all other parking meets the location requirements and

246 provided that a landscaping plan for the property frontage is reviewed and approved by the
 247 Planning Board.

248 (f) If 20% or more of the proposed development will be affordable dwelling units built rather
 249 than using payment-in-lieu for required units, the Planning Board may, at its discretion, modify
 250 surface parking lot screening and landscaping requirements under subsections (c) and (d).

251 (3) Building design standards

252 Kittery's characteristic buildings reflect its historic seacoast past. The primary architectural styles
 253 are New England Colonial (such as Cape Cod and saltbox), Georgian, Federal and Classical
 254 Revival. New buildings must be compatible with Kittery's characteristic styles in form, scale,
 255 material and color. In general, buildings should be oriented to the street with the front of the
 256 building facing the street from which the building derives its street frontage. Architectural design
 257 and structure location must reinforce the human scale and pedestrian nature of the neighborhood
 258 by using orientation and building massing, exterior building materials, and roofing as set forth
 259 below. The front or street facade must be designed as the front of the building. The front
 260 elevation must contain one or more of the following elements: 1) a "front door," although other
 261 provisions for access to the building may be provided; 2) windows; or 3) display cases. (See
 262 Design Handbook for examples of acceptable materials and designs.) Main entries should be
 263 clearly visible from the street and provide adequate cover from the weather. Strict imitation is
 264 not required. Design techniques can be used to maintain compatibility with characteristic styles
 265 and still leave enough flexibility for architectural variety. To achieve this purpose, the following
 266 design standards apply to new and modified existing building projects:

267 (a) Exterior building materials and details. Building materials and details strongly define a
 268 project's architectural style and overall character. (See Design Handbook for examples of
 269 acceptable materials, building scale, and designs.) "One-sided" schemes are prohibited;
 270 similar materials and details must be used on all sides of a building to achieve continuity and
 271 completeness of design. Predominant exterior building materials must be of good quality and
 272 characteristic of Kittery, such as horizontal wood board siding, vertical wood boards, wood
 273 shakes, brick, stone or simulated stone, glass and vinyl, or metal clapboard.

274 (b) Roofs. ~~A building's prominent roofs must be pitched a minimum of 4:12 unless demonstrated~~
 275 ~~to the Planning Board's satisfaction that this is not practicable. Acceptable roof~~ Roof styles
 276 ~~are such as~~ gabled, gambrel and hipped roofs are preferred. ~~Flat roofs, shed~~ Shed roofs and
 277 roof facades (such as "stuck on" mansards) are not acceptable as prominent roof forms unless
 278 demonstrated to the Planning Board' satisfaction that another design is not practicable, except
 279 ~~as provided above~~. Roof colors must be muted. (See Design Handbook for examples.) Flat
 280 roofs proposed to locate heating, cooling, or other such mechanical or electrical apparatus off
 281 the ground, are acceptable provided that such apparatus are screened from view and the
 282 screening is designed as an integral part of the building to aid both aesthetics and noise
 283 attenuation. Flat roofs proposed for the purpose of solar array installations are also
 284 acceptable. The roof design must screen or camouflage rooftop protrusions to minimize the
 285 visual impact of air conditioning units, air handler units, exhaust vents, transformer boxes
 286 and the like. (See Design Handbook for examples of appropriate treatments.)

287 (c) Loading docks and overhead doors. Loading docks and overhead doors must be located on
 288 the side or rear of the building and must be screened from view from adjacent properties in
 289 residential use.

290 (d) Lighting plans, including outdoor lighting fixture designs and photometric plans, must be

291 included at the time of application submission. All lighting fixtures must be cutoff (dark sky
292 compliant).

293 (4) Landscaping/site improvements.

294 A landscape plan prepared by a registered landscape architect is a submission requirement.

295 However, a landscape plan done by other design professionals may be allowed at the Planning
296 Board’s discretion. Climate change-tolerant Northeastern native plants are preferred. To achieve
297 attractive and environmentally sound site design ~~and appropriate screening of parking areas~~, in
298 addition to the landscaping standards contained in § 16.7-5 ~~and § 16.8~~, the following landscaping
299 requirements apply to new and modified existing developments:

300 (a) Fifteen percent of site area must be landscaped and/or in a natural state as described in
301 D.(1).(j).[1], unless otherwise provided above;

302 (b) Outdoor spaces must be created to reinforce commercial and community activities and
303 pedestrian-friendly access. Outdoor spaces are encouraged throughout the site ~~with special~~
304 ~~attention along~~ especially in those areas to the front and sides of buildings when viewed from
305 the sidewalk and street. Architectural features such as decorative pavers, planters and
306 ~~benches~~ seating areas, as well as outdoor dining where applicable, are encouraged in the
307 creation of these spaces;

308 (c) The ~~space~~ setback between the ~~roadway~~ street and any buildings must be attractively
309 landscaped using trees, ~~flowers~~, shrubs, perennials, ornamental grasses, fencing or stone
310 walls to reinforce the site's unique character and building design and complement the public
311 use of the space;

312 (d) ~~A-Required~~ buffer setbacks that function as buffers between commercial and residential
313 zones/single-family uses must be ~~established and be~~ landscaped at minimum with a
314 combination of trees and shrubs in a planting bed at least six (6) feet wide. Planting beds may
315 be mulched but no dyed mulching material may be used; ~~visually pleasing mixed planting~~
316 ~~type;~~

317 (e) ~~Solid fencing, berms and/or stone walls must be used to prevent headlights from shining on~~
318 ~~abutting residential property. Incorporating flowering vines and other plantings on fences and~~
319 ~~blank exterior walls is encouraged;~~

320 (f)(e) Provide street trees in a pattern reflecting the existing streetscape. For new buildings, a
321 minimum of one street tree must be planted for each 25 feet of street frontage. The trees may
322 be spaced along the frontage or grouped or clustered to enhance the visual quality of the site.
323 (See Design Handbook for examples.) The trees must be a minimum two-and-one-half-inch
324 caliper and be at least 12 feet high at the time of planting. ~~The species must be selected from~~
325 the A list of approved street trees may be found in the Design Handbook. Trees native to the
326 Northeast, selected for climate change tolerance, are preferred and must be drought and salt
327 tolerant when used along streets. A diversity of tree species (three to five species per every
328 12 trees) is required to provide greater resiliency to threats from introduced insect pests and
329 diseases. Trees located within the public right-of-way must not exceed 20 feet at maturity.
330 Existing large healthy trees must be preserved if practical and will count toward this
331 requirement.

332 (g)(f) For additions to existing buildings and changes of residential structures to a
333 nonresidential use, one street-side tree (see list of street trees in Design Handbook) is
334 required to be planted for every 1,000 square feet of additional gross floor area added or
335 converted to nonresidential use. In instances where parking, display area, storage, building or

336 necessary vehicle circulation exists at the time of enactment of this section, the required trees
337 may be clustered and/or relocated away from the road as is necessary to be practicable. The
338 preservation of existing large trees is encouraged; therefore, the Planning Board may permit
339 the preservation of existing healthy, large, mature trees within developed areas of the site to
340 be substituted for the planting of new trees;

341 ~~(h)~~(g) Service and storage areas must be located to the rear of the building ~~and be shielded using~~
342 ~~plantings and/or fencing. Facilities for waste storage such as dumpsters must be located~~
343 ~~within an enclosure and be visually buffered by fencing, landscaping and/or other treatments~~
344 ~~(see Design Handbook for examples of appropriate buffering);~~ All service areas for
345 dumpsters, compressors, generators and similar items must be screened by a fence at least six
346 feet tall, constructed of a material similar to surrounding buildings, and must surround the
347 service area except for the necessary ingress/egress.

348 ~~(h)~~(h) No storage may be in front of buildings except seasonal sales items;

349 ~~(i)~~(i) Lighting, including lighting fixture designs and photometric plans, and landscape plans
350 must be provided and approved as a part of final plan; and

351 (j) Lighting along the street must be of a pedestrian scale using a full cutoff fixture in an
352 architectural style fixture appropriate to the neighborhood.

353 (k) Any required plantings that do not survive must be replaced within one year. This
354 requirement does not expire and runs with the land.

355 ~~(k)~~ (l) If 15% or more of the proposed development will be affordable dwelling units,
356 the Planning Board may, at its discretion, modify landscaping requirements under [c], [d] and [e]
357 above.

358 (5) Traffic and circulation standards.

359 Sidewalks and roadways must be provided ~~within the site~~ to internally join abutting properties
360 ~~that are~~ determined by the Planning Board using the criteria in subsection D.(2).(b).to be
361 compatible. In addition, safe pedestrian route(s) must be provided to allow pedestrians to move
362 within the site and between the principal customer entrance and the front lot line where a
363 sidewalk exists or will be provided or where the Planning Board determines that such a route is
364 needed for adequate pedestrian safety and movement. (See Design Handbook for appropriate
365 examples.)

366 (6) Cottage cluster requirements:

367 (a) Cottage cluster dwelling units must either face the required common open space or the
368 street. The required open space must be held in common for use by all the cottage cluster
369 residents and must be immediately accessible to each dwelling unit, via either the front or the
370 back of each unit.

371 (b) Each cottage cluster dwelling unit must be no greater than 1,200 square feet. Spacing
372 between units must comply with the requirements of the Fire Department and/or the State Fire
373 Marshall's office.

374 (c) Shared parking areas must be connected to each dwelling unit via a sidewalk.

375 (7) Affordable housing requirements:

376 (a) All requirements in 16.5.4 Affordable Housing must be met.

377 (b) Density incentives outlined above in subsection D.(1).(a).[4] may be applied to projects
378 that create affordable housing units, as defined by this code. No proportional payment-in-lieu is

379 required if the affordable dwelling unit requirements for the density incentives are met.

380 (8) Gasoline Sales must a) not be located within 1,000 feet of an existing station; (b) not be located
381 within 1,000 feet of any private residence; and (c) not be located within 150 feet of any existing
382 structure.

383 E. Shoreland Overlay Zone OZ-SL – Business Local Zone (B-L1)

384 (1) Permitted uses

- 385 (a) Accessory Uses & Building
- 386 (b) Aquaculture
- 387 (c) Recreation, Public Open Space

388 (2) Special exception uses

- 389 (a) Art Studio or Gallery
- 390 (b) Business & Professional Offices
- 391 (c) Business Services
- 392 (d) Retail Sales, Building Materials & Garden Supply (excluding those of which the principal
- 393 activity entails outdoor sales and/or storage)
- 394 (e) Conference Center
- 395 (f) Retail Sales, Convenience
- 396 (g) Commercial Fisheries/Maritime Activities (provided only incidental cleaning and cooking of
- 397 seafood occur at the site)
- 398 (h) Parking Area
- 399 (i) Dwelling, Manufactured Housing
- 400 (j) Dwelling, Single-Family
- 401 (k) Dwelling, Two-Family
- 402 (l) Farmers market
- 403 (m) Funeral Home
- 404 (n) Home Occupation, Major
- 405 (o) Home Occupation, Minor
- 406 (p) Inn
- 407 (q) Mass Transit Station
- 408 (r) Motel
- 409 (s) Hotel
- 410 (t) Inn
- 411 (u) Rooming House
- 412 (v) Personal Service
- 413 (w) Public Assembly Area
- 414 (x) Theater
- 415 (y) Public Utility Facility
- 416 (z) Restaurant
- 417 (aa) Retail Sales (excluding those of which the principal activity entails outdoor sales and/or
- 418 storage)
- 419 (bb) Specialty Food and/or Beverage Facility

420 (3) See § 16.4.28 for purpose and standards in the Shoreland Overlay Zone OZ-SL

421 F. Resource Protection Overlay Zone OZ-RP – Business – Local Zone (B-L1)

- 422 (1) Permitted Uses
- 423 (a) Recreation, Public Open Space
- 424 (2) Special Exception Uses
- 425 (a) Accessory Uses & Buildings
- 426 (b) Home Occupations, Major
- 427 (c) Home Occupations, Minor
- 428 (d) Public Utility Facility
- 429 (e) Dwelling, Single-Family, including modular homes
- 430 (3) See § 16.4.29 for purpose and standards in the Resource Protection Overlay Zone OZ-RP

**KITTERY TOWN CODE –
TITLE 16
AFFORDABLE HOUSING**

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

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

10 **WHEREAS**, the Town of Kittery desires to promote and retain a diverse community of residents
11 who provide essential services to the Town, cultural enrichment, a variety of ages and
12 backgrounds, or who currently live in Kittery on modest means; and

13 **WHEREAS**, the Town of Kittery recognizes that municipal support provided through a
14 combination of policy, ordinances, and funds is needed for the creation, rehabilitation, and
15 retention of affordable housing units in Kittery; and

16 **WHEREAS**, the Town of Kittery seeks to remove barriers and incentivize the creation,
17 rehabilitation, and retention of affordable housing units through its zoning code;

18 **NOW THEREFORE**, IN ACCORDANCE WITH TITLE 30-A MRS §3001, AND TOWN
19 CHARTER §2.14, THE TOWN OF KITTERY HEREBY ORDAINS AMENDMENTS TO TOWN
20 CODE, TITLE 16, LAND USE and DEVELOPMENT CODE, BUSINESS LOCAL AND
21 BUSINESS LOCAL-1 ZONES, AS PRESENTED.

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

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

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



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

REPORT TO TOWN COUNCIL

Date: March 14, 2022
From: Kendra Amaral, Town Manager
CC: Dutch Dunkelberger, Planning Board Chair, Cameron Wake, Climate Adaptation
Committee Chair
Subject: Title 16 – Solar Energy Systems
Councilor Sponsor: Chairperson Judy Spiller

SUMMARY

Please see the attached report from Adam Causey, Director of Planning and Development.

PROPOSED SOLUTION/RECOMMENDATION

Adopt amendment to Title 16 as proposed.

ATTACHMENTS

- Staff Memo summarizing the changes and process
- Draft Title 16 – Solar Energy Systems
- Draft Title 16 – Solar Energy Systems Enactment



TOWN OF KITTERY
Planning and Development Department
200 Rogers Road, Kittery, ME 03904
Telephone: 207-475-1307

TO: KENDRA AMARAL
FROM: ADAM CAUSEY, DIRECTOR OF PLANNING & DEVELOPMENT
SUBJECT: TITLE 16 AMENDMENTS RELATED TO SOLAR ENERGY SYSTEMS
DATE: MARCH 3, 2022

Solar energy systems, sometimes referred as “solar farms,” are devices or systems used to collect, store, and distribute solar energy. You may have seen these being developed in other areas of the country or here in Maine more recently. Kittery’s current land use code does not provide for the regulation of solar energy systems, other than small roof-mounted systems for a single residential use. Changes to state law have made these systems easier to develop on a larger scale. Solar energy collection is becoming a more efficient and standardized way to power homes and businesses and is part of the state’s strategy in reducing greenhouse gas emissions. Staff have prepared zoning amendments to regulate ground and building mounted systems.

The Climate Adaptation Committee, and the Kittery Land Issues Committee was engaged in the development and review of the proposed ordinance amendment.

At their February 24, 2022 regular meeting, the Planning Board voted unanimously to recommend that Title 16 be amended to provide regulations for the development of solar energy systems.

Below is a summary of the changes proposed for Title 16 Land Use & Development Code:

16.1 General Provisions

Nonconforming structures:

1. Given the excess of legally nonconforming structures in Kittery, the possibility of dimensional standards becoming more restrictive, and the importance of allowing solar energy systems to exist, this provision will allow for such systems to be vested in its use, replacement, and expansion if proven to become less nonconforming.

16.3 Definitions

1. Creates new environmental definitions related to habitat and its inhabitants.
2. Identifies the different scales, type of equipment, and effects of solar energy system.
3. Amends an existing definition of Public Utility Facility so as to clarify that a solar energy system is considered a separate entity and is to be regulated differently.

16.4 Land Use Zone Regulations

1. Indicates the location solar energy systems are to be permitted within the town.
2. For the sake of brevity, a land use table was used to illustrate the use, zoning districts and level of permissibility.

16.5 General Performance Standards

1. Creates two new sections:
 - A. Ground-Mounted; and
 - B. Roof / building integrated solar energy systems
2. Within those sections are performance standards that guide how solar energy systems are built and decommissioned.

16.7 Site Plan Review

1. Establishes the thresholds for review and determines which land use board / permitting entity has jurisdiction.

RECOMMENDATION

TITLE 16
GENERAL PERFORMANCE STANDARDS
SOLAR ENERGY SYSTEMS

1 **1. AMEND §16.1.8.C Nonconformance to include solar energy systems as follows:**

2 §16.1.8.C Nonconformance

3 b. Nonconforming structure repair and/or expansion.

4 i. The Code Enforcement Officer may approve the repair and/or expansion of a nonconforming
5 structure provided the proposed expansion is not located in the base zone setback of the Shoreland
6 Overlay Zone or at any location in the Resource Protection Overlay Zone and meets either of the
7 following criteria:

8 a. A vertical expansion that follows the existing building footprint;

9 b Will not result in setbacks less than those existing;

10 [c. Installation or replacement of solar energy systems.](#)

11 **2. AMEND §16.3 Definitions to include solar energy systems as follows:**

12 **HEIGHT OF BUILDING**

13 The vertical measurement from the average grade between the highest and lowest elevation of the original
14 ground level to the highest point of the roof beams in flat roofs; to the highest point on the deck of mansard
15 roofs; to a level midway between the level of the eaves and highest point of pitched roofs or hip roofs; or to a
16 level 2/3 of the distance from the level of the eaves to the highest point of gambrel roofs. For this purpose,
17 the level of the eaves is taken to mean the highest level where the plane of the roof intersects the plane of the
18 outside wall on a side containing the eaves. This is not intended to include weather-vanes, [roof mounted or](#)
19 [building integrated solar energy systems.](#) or residential antennas that protrude from a roof, but does include
20 all towers, excepting those utilized for amateur radio communications, and other structures. Building height
21 restrictions do not apply to roadside utility poles approved by the Town Council of less than 45 feet in height
22 above ground.

23 **HEIGHT OF STRUCTURE**

24 The vertical distance between the mean original grade at the downhill side of the structure and the highest
25 point of the structure, excluding chimneys, steeples, antennas, [roof mounted or building integrated solar](#)
26 [energy systems.](#) and similar appurtenances which have no floor area.

27 **PUBLIC UTILITY FACILITY**

28 Buildings, structures, and facilities, including generating and switching stations, poles, lines, pipes, pumping
29 stations, repeaters, antennas, transmitters and receivers, valves, and all buildings and structures relating to the
30 furnishing of utility services, such as electric, gas, telephone, water and sewer, to the public. [This definition](#)
31 [excludes solar energy system facilities.](#)

32 **3. ADD the following definitions to §16.3:**

33 [BENEFICIAL HABITAT](#)

34 [An area of land that provides native perennial vegetation and foraging habitat fitting for game birds,](#)
35 [songbirds, pollinators and other symbiotic species.](#)

36 POLLINATOR

37 Bees, birds, bats, and other insects or wildlife that pollinate flowering plants, and includes both wild and
38 managed insects.

39 SOLAR ACCESS

40 Space open to the sun and clear of overhangs or shade so as to permit either or both the use of active and
41 passive solar energy systems on individual properties.

42 SOLAR COLLECTOR

43 A solar photovoltaic cell, panel, or array or solar thermal collector device, that relies upon solar radiation as
44 an energy source for the generation of electricity or transfer of stored heat.

45 SOLAR ENERGY

46 Radiant energy received from the sun that can be collected in the form of heat or light by a solar collector.

47 SOLAR ENERGY SYSTEM

48 A device or structural design feature, a substantial purpose of which is to provide daylight for interior
49 lighting or provide for the collection, storage and distribution of solar energy for space heating or cooling,
50 electricity generation, or water heating

51 SOLAR ENERGY SYSTEM, ACTIVE

52 A solar energy system whose primary purpose is to harvest energy by transforming solar energy into another
53 form of energy or transferring heat from a collector to another medium using mechanical, electrical, or
54 chemical means.

55 SOLAR ENERGY SYSTEM, BUILDING-INTEGRATED

56 Photovoltaic materials that are used to replace conventional building materials in parts of a building envelope

57 SOLAR ENERGY SYSTEM, EQUIPMENT

58 Electrical material, hardware, inverters, conduit, storage devices, or other electrical and photovoltaic
59 apparatuses associated with the production of electricity.

60 SOLAR ENERGY SYSTEM, GLARE

61 The effect by reflections of light with intensity sufficient as determined in a commercially reasonable manner
62 to cause annoyance, discomfort, or loss in visual performance and visibility in any material respects.

63 SOLAR ENERGY SYSTEM, GROUND-MOUNTED

64 An active solar energy system that is structurally mounted to the ground and is not roof-mounted nor a
65 component of a building; may be of any size (small-, medium-or large-scale).

66 SOLAR ENERGY SYSTEM, LARGE SCALE

67 An Active Solar Energy System whose physical size based on total airspace projected over the ground is
68 greater than 5,000 square feet.

69 SOLAR ENERGY SYSTEM, MEDIUM-SCALE

70 An Active Solar Energy System whose physical size based on total airspace projected over the ground is
71 greater than 1,000 square feet but less than or equal to 5,000 square feet.

72 SOLAR ENERGY SYSTEM, ROOF-MOUNTED

73 An Active Solar Energy System that is mounted on the roof of a building or structure.

74 SOLAR ENERGY SYSTEM, SMALL-SCALE

75 An Active Solar Energy System whose physical size based on total airspace projected over the ground is
76 equal to or less than 1,000 square feet

77 VEGETATION, NATIVE

78 Vegetation that is native to Maine and does not include invasive species.

79 VEGETATION MANAGEMENT PLAN

80 Either or both a written document and site plan that includes short-and long-term site management practices
81 that will provide and maintain native and naturalized vegetation, and in the instances of a dual-use
82 application, the reestablishment of prime agricultural land in the instance fertile land becomes discontinued
83 from agricultural production to accommodate the solar energy system.

84 **4. AMEND §16.4 Land Use Zone to include solar energy systems in specific zones as follows:**

85 **16.4.10 Residential-Rural (R-RL)**

86 B. Permitted uses

87 (19) Solar Energy System, Building-Integrated and Roof-Mounted

88 (20) Solar Energy System, Ground-Mounted Small-, Medium- & Large-Scale (under 20,000-sf)

89 C. Special exception use:

90 (18) Solar Energy System, Ground-Mounted Large-Scale (above 20,000-sf)

91 E. Shoreland Overlay Zone OZ-SL

92 (1) Permitted uses

93 (e) Solar Energy System, Building-Integrated and Roof-Mounted

94 (f) Solar Energy System, Ground-Mounted Small-, Medium- and Large-Scale (under 20,000-sf)

95 (2) Special exception uses

96 (p) Solar Energy System, Ground-Mounted Large-Scale (above 20,000-sf)

97 F. Resource Protection Overlay Zone OZ-RP

98 (1) Permitted uses

99 (c) Solar Energy System, Building-Integrated and Roof-Mounted

100 (2) Special exception uses

101 (k) Solar Energy System, Ground-Mounted Small-, Medium- and Large-Scale (under 20,000-sf)

102 **16.4.11 Residential-Suburban (R-S)**

103 B. Permitted uses

104 (23) Solar Energy System, Building-Integrated and Roof-Mounted

105 (24) Solar Energy System, Ground-Mounted Small-, Medium- and Large-Scale (under 20,000-sf)

106 C. Special exception uses

107 (10) Solar Energy System, Ground-Mounted Large-scale (above 20,000-sf)

108 E. Shoreland Overlay Zone OZ-SL

109

110 (1) Permitted uses

111 (e) Solar Energy System, Building-Integrated and Roof-Mounted

112 (f) Solar Energy System, Ground-Mounted Small-, Medium- and Large-Scale (under 20,000-sf)

113 (2) Special exception uses

114 (m) Solar Energy System, Ground-Mounted Large-Scale (above 20,000-sf)

115 F. Resource Protection Overlay Zone OZ-RP

116 (1) Permitted uses

117 (b) Solar Energy System, Building-Integrated and Roof-Mounted

118 (2) Special exception uses

119 (h) Solar Energy System, Ground-Mounted Small-, Medium- and Large-Scale (under 20,000-sf)

120 **16.4.12 Residential-Kittery Point Village (R-KPV)**

121 B. Permitted uses

122 (18) Solar Energy System, Building-Integrated and Roof-Mounted

123 (19) Solar Energy System, Ground-Mounted Small-Scale

124 C. Special exception uses

125 (9) Solar Energy System, Ground-Mounted Medium-and Large-Scale (under 20,000-sf)

126 E. Shoreland Overlay Zone OZ-SL

127 (1) Permitted uses

128 (e) Solar Energy System, Building-Integrated and Roof-Mounted

129 (f) Solar Energy System, Ground-Mounted Small-Scale

130 (2) Special exception uses

131 (j) Solar Energy System, Ground-Mounted Medium- and Large-Scale (under 20,000-sf)

132 F. Resource Protection Overlay Zone OZ-RP

133 (1) Permitted uses

134 (b) Solar Energy System, Building-Integrated and Roof-Mounted

135 (2) Special exception uses

136 (g) Solar Energy System, Ground-Mounted Small-, Medium- and Large-Scale (under 20,000-sf)

137 **16.4.13 Residential-Urban (R-U)**

138 B. Permitted uses

139 (22) Solar Energy System, Building-Integrated and Roof-Mounted

140 (23) Solar Energy System, Ground-Mounted Small-Scale

141 C. Special exception uses

142 (13) Solar Energy System, Ground-Mounted Medium-and Large-Scale (under 20,000-sf)

143 E. Shoreland Overlay Zone OZ-SL

144 (1) Permitted uses

145 (e) Solar Energy System, Building-Integrated and Roof-Mounted

146 (f) Solar Energy System, Ground-Mounted Small-Scale

147 (2) Special exception uses

148 (p) Solar Energy System, Ground-Mounted Medium- and Large-Scale (under 20,000-sf)

149 F. Resource Protection Overlay Zone OZ-RP

150 (1) Permitted uses

151 (b) Solar Energy System, Building-Integrated and Roof-Mounted

152 (2) Special exception uses

153 (f) Solar Energy System, Ground-Mounted Small-, Medium- and Large-Scale (under 20,000-sf)

154 **16.4.14 Residential-Village (R-V)**

155 B. Permitted uses

156 (13) Solar Energy System, Building-Integrated and Roof-Mounted

157 (14) Solar Energy System, Ground-Mounted Small-Scale

158 C. Special exception uses

159 (5) Solar Energy System, Ground-Mounted Medium-and Large-Scale (under 20,000-sf)

160 E. Shoreland Overlay Zone OZ-SL

161 (1) Permitted uses

162 (e) Solar Energy System, Building-Integrated and Roof-Mounted

163 (f) Solar Energy System, Ground-Mounted Small-Scale

164 (2) Special exception uses

165 (f) Solar Energy System, Ground-Mounted Medium- and Large-Scale (under 20,000-sf)

166 F. Resource Protection Overlay Zone OZ-RP

167 (1) Permitted uses

168 (a) Solar Energy System, Building-Integrated and Roof-Mounted

169 (2) Special exception uses

170 (f) Solar Energy System, Ground-Mounted Small-, Medium- and Large-Scale (under 20,000-sf)

171 **16.4.15 Residential-Rural Conservation (R-RC)**

172 B. Permitted uses

173 (11) Solar Energy System, Building-Integrated and Roof-Mounted

174 (12) Solar Energy System, Ground-Mounted Small-Scale

175 C. Special exception uses

176 (13) Solar Energy System, Ground-Mounted Medium-and Large-Scale (under 20,000-sf)

177 E. Shoreland Overlay Zone OZ-SL

178 (1) Permitted uses

179 (g) Solar Energy System, Building-Integrated and Roof-Mounted

180 (h) Solar Energy System, Ground-Mounted Small-Scale

181 (2) Special exception uses

182 (k) Solar Energy System, Ground-Mounted Medium- and Large-Scale (under 20,000-sf)

183 F. Resource Protection Overlay Zone OZ-RP

184 (1) Permitted uses

185 (d) Solar Energy System, Building-Integrated and Roof-Mounted

186 (2) Special exception uses

187 (i) Solar Energy System, Ground-Mounted Small-, Medium- and Large-Scale (under 20,000-sf)

188 **16.4.16 Residential-Conservation (R-CON)**

189 B. Permitted uses

190 (6) Solar Energy System, Building-Integrated and Roof-Mounted

191 (7) Solar Energy System, Ground-Mounted Small-Scale

192 C. Special exception uses

193 (2) Solar Energy System, Ground-Mounted Medium-and Large-Scale (under 20,000-sf)

194 E. Shoreland Overlay Zone OZ-SL

195 (1) Permitted uses

196 (f) Solar Energy System, Building-Integrated and Roof-Mounted

197 (g) Solar Energy System, Ground-Mounted Small-Scale

198 (2) Special exception uses

199 (b) Solar Energy System, Ground-Mounted Medium- and Large-Scale (under 20,000-sf)

200 F. Resource Protection Overlay Zone OZ-RP

201 (1) Permitted uses

202 (a) Solar Energy System, Building-Integrated and Roof-Mounted

203 (2) Special exception uses

204 (b) Solar Energy System, Ground-Mounted Small-, Medium- and Large-Scale (under 20,000-sf)

205 **16.4.17 Business-Local (B-L)**

206 B. Permitted uses

207 (36) Solar Energy System, Building-Integrated and Roof-Mounted

208 (37) Solar Energy System, Ground-Mounted Small-,Medium-and Large-Scale (under 20,000-sf)

209 E. Shoreland Overlay Zone OZ-SL

210 (1) Permitted uses

211 (d) Solar Energy System, Building-Integrated and Roof-Mounted

212 (e) Solar Energy System, Ground-Mounted Small-,Medium-and Large-Scale (under 20,000-sf)

213 F. Resource Protection Overlay Zone OZ-RP

214 (1) Permitted uses

215 (b) Solar Energy System, Building-Integrated and Roof-Mounted

216 (2) Special exception uses

217 (g) Solar Energy System, Ground-Mounted Small-, Medium- and Large-Scale (under 20,000-sf)

218 **16.4.18 Business-Local 1 (B-L1)**

219 B. Permitted uses

220 (35) Solar Energy System, Building-Integrated and Roof-Mounted

221 (36) Solar Energy System, Ground-Mounted Small-,Medium-and Large-Scale (under 20,000-sf)

222 E. Shoreland Overlay Zone OZ-SL

223 (1) Permitted uses

224 (d) Solar Energy System, Building-Integrated and Roof-Mounted

225 (e) Solar Energy System, Ground-Mounted Small-,Medium-and Large-Scale (under 20,000-sf)

226 F. Resource Protection Overlay Zone OZ-RP

227 (1) Permitted uses

228 (b) Solar Energy System, Building-Integrated and Roof-Mounted

229 (2) Special exception uses

230 (f) Solar Energy System, Ground-Mounted Small-, Medium- and Large-Scale (under 20,000-sf)

231 **16.4.19 Commercial 1, Route 1 Commercial Zone (C-1)**

232 B. Permitted uses

233 (40) Solar Energy System, Building-Integrated and Roof-Mounted

234 (41) Solar Energy System, Ground-Mounted Small-,Medium-and Large-Scale (under 20,000-sf)

235 C. Special exception uses

236 (19) Solar Energy System, Ground-Mounted Large-Scale (above 20,000-sf)

237 F. Shoreland Overlay Zone OZ-SL

238 (1) Permitted uses

239 (q) Solar Energy System, Building-Integrated and Roof-Mounted

240 (r) Solar Energy System, Ground-Mounted Small-,Medium-and Large-Scale (under 20,000-sf)

241 (2) Special exception uses

242 (cc) Solar Energy System, Ground-Mounted Large-Scale (above 20,000-sf)

243 G. Resource Protection Overlay Zone OZ-RP

244 (1) Permitted uses

245 (b) Solar Energy System, Building-Integrated and Roof-Mounted

246 (2) Special exception uses

247 (g) Solar Energy System, Ground-Mounted Small-, Medium- and Large-Scale (under 20,000-sf)

248 **16.4.20 Commercial 2, Route 236 Commercial Zone (C-2)**

249 B. Permitted uses

250 (44) Solar Energy System, Building-Integrated and Roof-Mounted

251 (45) Solar Energy System, Ground-Mounted Small-,Medium-and Large-Scale (under 20,000-sf)

252 E. Shoreland Overlay Zone OZ-SL

253 (1) Permitted uses

254 (ee) Solar Energy System, Building-Integrated and Roof-Mounted

255 (ff) Solar Energy System, Ground-Mounted Small-,Medium-and Large-Scale (under 20,000-sf)

256 F. Resource Protection Overlay Zone OZ-RP

257 (1) Permitted uses

258 (b) Solar Energy System, Building-Integrated and Roof-Mounted

259 (2) Special exception uses

260 (d) Solar Energy System, Ground-Mounted Small-, Medium- and Large-Scale (under 20,000-sf)

261 **16.4.21 Commercial 3, Bypass/Old Post Road Commercial Zone (C-3)**

262 B. Permitted uses

263 (45) Solar Energy System, Building-Integrated and Roof-Mounted

264 (46) Solar Energy System, Ground-Mounted Small-,Medium-and Large-Scale (under 20,000-sf)

265 C. Special exception uses

266 (20) Solar Energy System, Ground-Mounted Large-Scale (above 20,000-sf)

267 F. Shoreland Overlay Zone OZ-SL

268 (1) Permitted uses

269 (s) Solar Energy System, Building-Integrated and Roof-Mounted

270 (t) Solar Energy System, Ground-Mounted Small-,Medium-and Large-Scale (under 20,000-sf)

271 (2) Special exception uses

272 (dd) Solar Energy System, Ground-Mounted Large-Scale (above 20,000-sf)

273 F. Resource Protection Overlay Zone OZ-RP

274 (1) Permitted uses

275 (b) Solar Energy System, Building-Integrated and Roof-Mounted

276 (2) Special exception uses

277 (f) Solar Energy System, Ground-Mounted Small-, Medium- and Large-Scale (under 20,000-sf)

278 **16.4.22 Industrial (IND)**

279 B. Permitted uses

280 (6) Solar Energy System, Building-Integrated and Roof-Mounted

281 (7) Solar Energy System, Ground-Mounted Small-,Medium-and Large-Scale (under 20,000-sf)

282 (8) Solar Energy System, Ground-Mounted Large-Scale (above 20,000-sf)

283 F. Shoreland Overlay Zone OZ-SL

284 (1) Permitted uses

285 (e) Solar Energy System, Building-Integrated and Roof-Mounted

286 (f) Solar Energy System, Ground-Mounted Small-,Medium-and Large-Scale (under 20,000-sf)

287 (g) Solar Energy System, Ground-Mounted Large-Scale (above 20,000-sf)

288 F. Resource Protection Overlay Zone OZ-RP

289 (1) Permitted uses

290 (b) Solar Energy System, Building-Integrated and Roof-Mounted

291 (2) Special exception uses

292 (f) Solar Energy System, Ground-Mounted Small-, Medium- and Large-Scale (under 20,000-sf)

293 **16.4.24 Mixed-Use (MU)**

294 B. Permitted uses

295 (39) Solar Energy System, Building-Integrated and Roof-Mounted

296 (40) Solar Energy System, Ground-Mounted Small-Scale

297 C. Special exception uses

298 (6) Solar Energy System, Ground-Mounted Medium-and Large-Scale (under 20,000-sf)

299 E. Shoreland Overlay Zone OZ-SL

300 (1) Permitted uses

301 (l) Solar Energy System, Building-Integrated and Roof-Mounted

302 (m) Solar Energy System, Ground-Mounted Small-Scale

303 (2) Special exception uses

304 (hh) Solar Energy System, Ground-Mounted Medium-and Large-Scale (under 20,000-sf)

305 F. Resource Protection Overlay Zone OZ-RP

306 (1) Permitted uses

307 (c) Solar Energy System, Building-Integrated and Roof-Mounted

308 (2) Special exception uses

309 (g) Solar Energy System, Ground-Mounted Small-, Medium- and Large-Scale (under 20,000-sf)

310 **16.4.24 Mixed-Use—Badgers Island (MU-BI)**

311 B. Permitted uses

312 (30) Solar Energy System, Building-Integrated and Roof-Mounted

313 (31) Solar Energy System, Ground-Mounted Small-Scale

314 C. Special exception uses

315 (6) Solar Energy System, Ground-Mounted Medium-and Large-Scale (under 20,000-sf)

316 E. Shoreland Overlay Zone OZ-SL

317 (1) Permitted uses

318 (f) Solar Energy System, Building-Integrated and Roof-Mounted

319 (g) Solar Energy System, Ground-Mounted Small-Scale

320 (2) Special exception uses

321 (z) Solar Energy System, Ground-Mounted Medium-and Large-Scale (under 20,000-sf)

322 F. Resource Protection Overlay Zone OZ-RP

323 (1) Permitted uses

324 (c) Solar Energy System, Building-Integrated and Roof-Mounted

325 (2) Special exception uses

326 (f) Solar Energy System, Ground-Mounted Small-, Medium- and Large-Scale (under 20,000-sf)

327 **16.4.25 Mixed-Use—Kittery Foreside (MU-KF)**

328 B. Permitted uses

329 (34) Solar Energy System, Building-Integrated and Roof-Mounted

330 (35) Solar Energy System, Ground-Mounted Small-Scale

331 C. Special exception uses

332 (3) Solar Energy System, Ground-Mounted Medium-and Large-Scale (under 20,000-sf)

333 E. Shoreland Overlay Zone OZ-SL

334 (1) Permitted uses

335 (c) Solar Energy System, Building-Integrated and Roof-Mounted

336 (d) Solar Energy System, Ground-Mounted Small-Scale

337 (2) Special exception uses

338 (s) Solar Energy System, Ground-Mounted Medium-and Large-Scale (under 20,000-sf)

339 F. Resource Protection Overlay Zone OZ-RP

340 (1) Permitted uses

341 (b) Solar Energy System, Building-Integrated and Roof-Mounted

342 (2) Special exception uses

343 (f) Solar Energy System, Ground-Mounted Small-, Medium- and Large-Scale (under 20,000-sf)

344 **16.4.26 Mixed-Use—Neighborhood (MU-N)**

345 B. Permitted uses

346 (36) Solar Energy System, Building-Integrated and Roof-Mounted

347 (37) Solar Energy System, Ground-Mounted Small-,Medium-and Large-Scale (under 20,000-sf)

348 C. Special exception uses

349 (14) Solar Energy System, Ground-Mounted Large-Scale (above 20,000-sf)

350 **5. ADD to §16.5 General Performance Standards the following regulations regarding Solar Energy**
351 **Systems (Solar fields) as follows:**

352 **§16.5.34 Solar Energy System, Ground-Mounted**

353 **A. Purpose**

354 (1) Pursuant to the land use and coastal community resilience goals of the Town of Kittery’s
355 Comprehensive Plan, it is deemed to be in the public interest to promote, integrate and regulate
356 sustainable, renewable, non-polluting energy systems that foster the generation, usage and distribution of
357 clean energy; offset demand from the regional power system, and eliminate fossil fuel dependency and
358 emissions.

359 (2) The purpose of this section is to encourage the development of ground-mounted solar energy systems
360 while protecting the health, safety and welfare of the public. The standards herein shall include, but not
361 limited to the site location, development, construction, operation, monitoring, modification and removal
362 of such installations that address public safety, minimize impacts on scenic, natural and historic
363 resources, protect residential neighborhoods and properties, and secure as applicable adequate financial

364 assurance for the eventual decommissioning of installations.

365 B. Applicability and Standards

366 (1) Applicability

367 (a). Notwithstanding the provision of 1 M.R.S. Section 302 or any other law to the contrary, the
368 requirements under §16.5.34 shall apply to all ground-mounted solar energy systems modified or
369 installed after the date of its enactment.

370 (b). All solar energy systems shall be designed, erected, and installed in accordance with all
371 applicable local, state and federal codes, regulations and standards.

372 (c). Any upgrade, modification or structural change that materially alters the size, placement or
373 output of an existing solar energy system shall comply with the provisions of §16.7.13.C

374 (2) General Standards

375 (a). Small-, medium- and large-scale (under 20,000-sf.) solar energy systems shall comply with the
376 following:

377 [1] Emergency services. The applicant shall provide, at the minimum, a copy of the project
378 summary, electrical schematic, and site plan to the Code Enforcement Officer and Fire Chief.
379 Upon request, the applicant shall cooperate with the Fire Department in developing an
380 emergency response plan. All means of shutting down the system shall be clearly marked.

381 [2] Fencing. Where fencing is used, fences shall be constructed to the dimensional standards of a
382 Solid Lock Game Fence that consists of 8-inch x 12-inch openings at the fence's base with
383 progressively small openings at the top. An alternative fence may be use that is elevated at a
384 minimum of 5-inches from the ground with the purpose of allowing the passage of small
385 terrestrial animals. Additionally, at least one (1) corner of the fence's perimeter shall have the
386 placement of five-inch or larger diameter wooded escape poles as an alternative means for
387 wildlife escape.

388 [3] Glare. Solar panels are designed specifically to absorb only sun light and are by their very
389 nature less reflective than other varnished or glass exterior housing pieces. Nevertheless, all solar
390 panels shall contain an anti-reflective coating and a copy of the solar panel's design specification
391 shall be provided, which shall include at the minimum data on the amount of glare intended to
392 project from the solar panels. Moreover, the applicant shall submit information on the methods
393 used to determine the best location of the solar panels for the purpose of averting the
394 encroachment of solar glare onto abutting properties or roadways to the maximum extent
395 practicable.

396 [4] Land clearing, soil erosion, and habitat impacts. Clearing of natural vegetation shall be
397 limited to what is necessary for the construction, operation and maintenance of ground-mounted
398 solar energy systems or as otherwise prescribed by applicable laws, regulations, and Title 16.
399 Ground-mounted facilities shall minimize mowing to the extent practicable. Removal of mature
400 trees shall be avoided to the extent possible. Native, pollinator-friendly seed mixtures shall be

401 used to the extent possible. Herbicide and pesticide use is prohibited, unless demonstrated by the
402 applicant as unequivocally necessary to manage vegetation growth. No prime agricultural soil or
403 significant volume of topsoil shall be removed from the site to install the ground-mounted
404 system or its appurtenant infrastructure.

405 [5] Laws, Ordinances, and Regulations. The construction and operation of ground mounted solar
406 energy systems in conjunction with their appurtenant structures shall adhere to all applicable
407 local, state, and federal regulations and requirements, including but not limited to safety,
408 construction, electrical, and communication requirements.

409 [6] Natural Resources and Wildlife. No large-scale solar energy system shall be located within
410 areas identified as “Significant Wildlife Habitats” under Maine’s Natural Resources Protection
411 Act nor within critical habitat areas as designated by Maine Department of Inland Fisheries and
412 Wildlife.

413 [7] Safety. If storage batteries are located on site as part of the solar energy system, they shall
414 adhere to the requirements of any applicable fire prevention and building code provision when in
415 use and, when no longer used, shall be disposed of in accordance with applicable federal, state
416 and local laws and regulations.

417 [8] Utility connections. All on-site utility lines, excluding the main service connection at the
418 utility right-of-way shall be underground within the facility unless demonstrated by the applicant
419 to be physically impracticable.

420 (b). Large-scale solar energy systems (above 20,000-sf.) shall comply with the following:

421 [1] Emergency services. The applicant proposing a large-scale ground-mounted solar energy
422 system larger shall provide, at a minimal, a copy of the project summary, electrical schematic,
423 and site plan to the Code Enforcement Officer and Fire Chief. Upon request, the applicant shall
424 cooperate with the Fire Department in developing an emergency response plan. All means of
425 shutting down the system shall be clearly marked. The applicant shall provide to the Code
426 Enforcement Officer the name and contact information of a responsible person for public
427 inquires throughout the life of the installation.

428 [2] Financial surety. The deposit, executions, or filing with the Town Clerk of cash, bond, or
429 other form of security reasonably acceptable to the Town of Kittery, shall be in an amount
430 sufficient to ensure the good faith performance of the terms and conditions of the permit issued
431 pursuant hereto and to provide for the removal and restorations of the site subsequent to removal.
432 The amount of the bond or security shall be 125 % of the cost of removal of the large-scale solar
433 energy system and restoration of the property with an escalator of [2] % annually for the life of
434 the solar energy system. The decommissioning amount shall be reduced by the amount of the
435 estimated salvage value of the solar energy system. In the event of default upon performance of
436 such conditions, after proper notice and expiration of any cure periods, the cash deposit, bond, or
437 security shall be forfeited to the Town of Kittery, which shall be entitled to maintain an action
438 thereon. The cash deposit, bond, or security shall remain in full force and effect until restoration

439 of the property as set forth in the decommissioning plan is completed. In the event of default or
440 abandonment of the solar energy system, the system shall be decommissioned as set forth in
441 §16.5.34.B(2)(d) herein.

442 [3] Fencing. Where fencing is used, fences shall be constructed to the dimensional standards of a
443 Solid Lock Game Fence that consists of 8-inch x 12-inch openings at the fence’s base with
444 progressively small openings at the top. Alternatively, the Planning Board may modify this
445 standard by permitting a different type of fence that is elevated at a minimum of 5-inches from
446 the ground with the purpose of allowing the passage of small terrestrial animals. Additionally, at
447 least four (4) corners of the fence’s perimeter shall have the placement of five-inch or larger
448 diameter wooded escape poles as an alternative means for wildlife escape.

449 [4] Glare. Solar panels are designed specifically to absorb only sun light and are by their very
450 nature less reflective than other varnished or glass exterior housing pieces. Nevertheless, all solar
451 panels shall contain an anti-reflective coating and a copy of the solar panel’s design specification
452 shall be provided, which shall include at the minimum data on the amount of glare intended to
453 project from the solar panels. Moreover, the applicant shall submit information on methods used
454 to determine the best location of the solar panels for the purpose of averting the encroachment of
455 solar glare onto abutting properties or roadways to the maximum extent practicable.

456 [5] Land clearing and erosion control. Clearing of natural vegetation shall be limited to what is
457 necessary for the construction, operation and maintenance of ground-mounted solar energy
458 systems or as otherwise prescribed by applicable laws, regulations, and standards within Title 16.
459 Herbicide and pesticide use is prohibited, unless demonstrated unequivocally as necessary to
460 manage vegetation growth. No prime agricultural soil or significant volume of topsoil shall be
461 removed from the site to install the ground-mounted system or its appurtenant infrastructure.
462 Removal of mature trees is discouraged and the imposition of mitigation measures or restrictions
463 on tree clearing shall be prescribed by the Planning Board in order to prevent habitat
464 fragmentation of existing forested landscapes and to protect hydrological regimes and other
465 essential ecosystem functions. In the instance a site’s vegetation is disturbed or must be remove
466 to provide for solar access during the construction of the project, a vegetation management plan
467 is required, demonstrating the creation of a beneficial habitat by using native or noninvasive
468 vegetation in all disturbed areas of the site not used to achieve operational efficacy of the solar
469 energy system. Nevertheless, the Planning Board may approve an alternative vegetation plan that
470 uses native or noninvasive vegetation, but does not necessarily establish a beneficial habitat.

471 [6] Laws, Ordinances, and Regulations. The construction and operation of ground mounted solar
472 energy systems in conjunction with their appurtenant structures shall adhere to all applicable
473 local, state, and federal regulations and requirements, including but not limited to safety,
474 construction, electrical, and communication requirements.

475 [7] Natural Resources and Wildlife. No large-scale solar energy system shall be located within
476 areas identified as “Significant Wildlife Habitats” under Maine’s Natural Resources Protection
477 Act nor within critical habitat areas as designated by Maine Department of Inland Fisheries and

478 Wildlife. Moreover, no

479 [8] Operation and Maintenance Plan. A large-scale ground mounted application shall include a
480 plan for the operation and maintenance of the proposed large-scale ground-mounted solar energy
481 system, which shall include, but not limited to measures for maintaining safe access to the
482 installation, stormwater controls, general procedures for operational maintenance of the
483 installation and a vegetation management plan.

484 [9] Safety. The solar energy system owner or project proponent shall provide a copy of the site
485 plan review application to the Fire Chief for review and comment. The Fire Chief shall base any
486 recommendations of the application upon review of the fire safety of the proposed system. The
487 solar energy systems shall be maintained in good working order and in accordance with industry
488 standards. Site access shall be maintained, including snow removal at a level acceptable to the
489 Fire Department. If storage batteries are located as part of the solar energy system, they shall
490 meet the requirements of any applicable fire prevention and building code when in use and, when
491 no longer used, shall be disposed of in accordance with applicable federal, state and local laws or
492 regulations.

493 [10] Signage. A sign shall be placed on a large-scale solar energy system to identify the owner
494 and provide a 24-hour emergency contact phone number.

495 [11] Utility connections. All on-site utility lines, excluding the main service connection at the
496 utility right-of-way, shall be underground within the facility unless demonstrated by the applicant
497 to be physically impracticable or as prescribed by the public utility provider.

498 [12] Use type. Large-scale ground-mounted solar energy systems greater than 20,000-sf. Shall
499 not be considered as an accessory use.

500 [13] Visual Impact. Reasonable effort, as determined by the Planning Board, shall be made to
501 minimize undue visual impacts by preserving native vegetation, screening abutting properties, or
502 other appropriate measures, including adherence to height standards and setback requirements.
503 To demonstrate compliance with this standard, an analysis of the potential visual impacts from
504 the project including solar panels, roads and fencing along with measures used to avoid,
505 minimize, or mitigate inappropriate visual effects is required. Furthermore, all appurtenant
506 structures, including but not limited to equipment, shelters, storage facilities, transformers, and
507 substations, shall be architecturally compatible with each other.

508 (c). Additional standards for solar energy systems.

509 [1] In addition to the standards under §16.5.34.B(2) the following standards shall be followed:

510 [a] In the instance a solar energy system is proposed to be located on agricultural land, a
511 solar energy system shall be designed with the objective of prioritizing primary agricultural
512 activity and constructed in a manner that avoids, to the extent practicable, the
513 discontinuance of agricultural land identified by the Natural Resources Conservation
514 Services as “Prime Farmland” or “Farmland of Statewide Importance”, or otherwise cause

515 productive farmland to be removed from production.

516 [b] In the instant the applicant satisfactorily demonstrates that prime agricultural land is
517 incapable of being preserved, a vegetation management plan shall be provided to the
518 Planning Board for approval.

519 (d). Change of ownership, decommissioning, and abandonment of large-scale solar energy systems.

520 [1] Ownership change. If the owner or operator of the solar energy system changes or the owner
521 of the property changes, the approved site plan shall remain in effect, provided that the successor
522 owner or operator assumes in writing all of the obligations of the site plan approval. A new
523 owner or operator of the solar energy system shall notify the Code Enforcement Officer of such
524 change in ownership or operator within 30 days of the ownership change.

525 [2] Decommissioning. Solar energy systems that have reached the end of their useful life or are
526 abandoned shall be removed. The owner or operator shall physically remove the installation no
527 more than 180 days after the date of discontinued operations. The owner or operator shall notify
528 the Code Enforcement Officer by certified mail of the propose date of discontinued operations
529 and plans for removal. Notification of discontinuance shall be no less than 180-days prior to the
530 anticipated date of discontinuance. Decommissioning shall consist of the following:

531 [a] Physical removal of all solar energy systems, structures, equipment, security barriers,
532 and transmission lines from the site.

533 [b] Disposal of all solid and hazardous waste in accordance with local, state and federal
534 waste disposal regulations.

535 [c] Stabilization or re-vegetation for the site as necessary to minimize erosion and restore
536 disturbed habitat in accordance with the site's vegetation management plan.

537 [3] Absent notice of proposed date of decommissioning or written notice of extenuating
538 circumstances, a large-scale ground-mounted solar energy system shall be considered abandoned
539 when it fails to operate for more than one (1) year without having first obtained the written
540 consent of the Code Enforcement Officer.

541 [4] If the owner or operator of the solar energy system fails to remove the installation within 180
542 days of abandonment or the proposed date of decommissioning, the Town of Kittery retains the
543 right to use all available means to cause an abandoned, hazardous, or decommissioned large-
544 scale ground-mounted solar energy system to be removed.

545 C. Dimensional Standards

546 (1) Small- and medium-scale solar energy systems shall comply with the following dimensional
547 standards:

548 (a). Setbacks. Notwithstanding any other provision in this title to the contrary, the setbacks for
549 ground-mounted solar energy systems shall be as follows:

550 [1] Minimal front yard

551
552
553
554
555
556
557
558
559
560
561
562
563
564
565
566
567
568
569
570
571
572
573
574
575
576
577
578
579
580
581
582
583

[a] Residential Zones

i. For residential zoning districts, no part of the ground-mounted solar energy system may be placed closer to the front property line (and side property line in a case of a corner lot) than the principal structure to the street

ii. Notwithstanding 16.5.34.C(1)(a)[1][a][i], the Planning Board may permit a ground-mounted solar energy system to be closer to the front property line than the principle building under the following conditions:

[A]. There is no other suitable location on the property for the ground-mounted solar energy system.

[B]. The front setback is maintained.

iii. In the instance no building nor distinct principal building is present on the lot or multiple lots, the ground mounted solar energy system shall adhere to the base zone setback and buffered from the road.

[b] Commercial, Business and Mixed-Use Zones

i. Whatever the front yard setback for the zoning district, but no less than 10 ft.

[2] Minimum rear yard and side yard

i. Whatever the back yard setback for the zoning district, but no less than 10 ft.

(b). Lot coverage. Solar energy systems that have vegetation or pervious materials underneath are exempt from lot coverage standards.

(c). Height. No taller than 10-ft. in height or a height equal to ½ the distance to the nearest lot line, to a maximum of 20-ft.

[1] Additional setbacks may be required to mitigate visual and functional impacts.

(2) Large-scale solar energy systems shall comply with the following dimensional standards

(a). Setbacks. Notwithstanding any other provision in this title to the contrary, the setbacks for ground-mounted solar energy systems shall be as follows:

[1] Minimal front yard

[a] For residential zoning districts, no part of the ground-mounted solar energy system may be placed closer to the front property line (and side property line in a case of a corner lot) than the principal structure to the street.

i. Notwithstanding 16.5.34.C(2)(a)[1][a], the Planning Board may permit a ground-mounted solar energy system to be closer to the front property line than the principle building under the following conditions:

[A]. There is no other suitable location on the property for the ground-mounted

584 solar energy system.

585 [B]. The front setback is maintained.

586 [b] In the instance no building nor distinct principal building is present on the lot or
587 multiple lots, the ground mounted solar energy system shall be setback at least 100-ft and
588 buffered from the road.

589 [c] Commercial, Business and Mixed-Use Zones

590 i. No part of the ground-mounted solar energy system may be placed closer to the front
591 property line (and side property line in a case of a corner lot) than the principal structure
592 to the street. In the instance no building nor distinct principal building is present on the
593 lot or multiple lots, the ground mounted solar energy system shall be setback at least 75-
594 ft and buffered from the road.

595 [2] Minimum rear and side yard: 50-ft.

596 [3] Lot coverage. Solar energy systems that have vegetation or pervious materials underneath
597 are exempt from lot coverage standards.

598 [4] Height. Shall not exceed 20-ft. in height. The height of any solar panel from the ground level
599 shall not exceed 20-ft.

600 [5] Additional setbacks may be required to mitigate visual and functional impacts.

601 **§16.5.35 Solar Energy System, Roof-Mounted and Building-Integrated**

602 **A. Applicability**

603 (1) Roof-mounted, building-mounted and building-integrated solar energy systems and equipment are
604 permitted by-right, unless they are deemed by the Code Enforcement Officer, with input from the Fire
605 Chief, to present one or more unreasonable safety risks, including but not limited to, the following:

606 (a) Weight load;

607 (b) Wind resistance;

608 (c) Ingress or egress in the event of fire or other emergency; or

609 (d) Proximity of a ground-mounted system relative to buildings.

610 **B. General requirements**

611 (1) All solar energy systems installations shall be installed in compliance with the photovoltaic systems
612 standards of the latest addition of the National Fire Protection Association (NFPA1) and of the National
613 Electrical Code (NEPA 70), as adopted pursuant to §16.2.8.F(5)(c).

614 (2) Roof-mounted solar energy systems shall not extend more than 10-ft. above the highest point of the
615 roof.

616 **C. Inspections**

617 (1) Prior to operation, electrical connections must be inspected and approved by the Code Enforcement
 618 Officer, or designee.

619 **6. ADD solar energy systems to Table 16.5.28 Minimum Setbacks from Wetlands and Waterbodies as**
 620 **follows:**

Structure/Activity	Less than 501 square feet (feet)	501 square feet to 1 acre and Intermittent Streams (feet)	Greater than 1 acre (feet)
<u>Solar Energy Systems</u>	<u>0</u>	<u>50</u>	<u>100</u>

621

622 **7. AMEND §16.7.3 Site Plan Review to incorporate solar energy systems as follows:**

623 §16.7.3 Applicability

624 C. Unless subject to a shoreland development plan review or Right of Way Plan per § 16.7.3A, the
 625 following do not require Planning Board approval:

626 (1) Single and duplex family dwellings.

627 (2) Division of land into lots (i.e., two lots), which division is not otherwise subject to Planning
 628 Board review as a subdivision.

629 (3) Business use as provided in § 16.2.6.D.

630 (4) Small-scale ground-mounted solar energy systems below or equal to one thousand (1,000) square
 631 feet in area.

632 §16.7.6. Classification of Projects

633 (1) Minor Site Plans shall include the following

634 (d) Projects that involve ground mounted solar energy systems greater than one thousand (1,000) square
 635 feet, but less than five thousand (5,000) square feet in area.

636 (2) Major Site Plans shall include projects involving:

637 h. Projects that involve ground-mounted solar energy systems equal to and above five thousand (5,000)
 638 square-feet in area.

**KITTERY TOWN CODE –
TITLE 16
SOLAR ENERGY SYSTEMS**

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

5 **WHEREAS**, the Kittery Town Council is authorized to enact this Ordinance, as specified in
6 Sections 1.01 and 2.07(3) of the Town Charter; and 30-A MRS §3001 and §4352, pursuant to its
7 powers that authorize the town, under certain circumstances, to provide for the public health,
8 welfare, morals, zoning, and safety, and does not intend for this Ordinance to conflict with any
9 existing state or federal laws; and

10 **WHEREAS**, the Town of Kittery’s Comprehensive Plan identifies in its coastal community
11 resilience goals and land use goals the promotion, integration and regulation of sustainable,
12 renewable, non-polluting energy systems that foster the generation, usage, and distribution of
13 clean energy, offset demand from the regional power system, and eliminate fossil fuel
14 dependency and emissions; and

15 **WHEREAS**, the Town of Kittery seeks to establish land use regulations that encourage the
16 development of ground-mounted solar energy systems, while protecting the health, safety, and
17 welfare of the public; and

18 **NOW THEREFORE**, IN ACCORDANCE WITH TITLE 30-A MRS §3001 and §4352, AND
19 TOWN CHARTER §2.14, THE TOWN OF KITTERY HEREBY ORDAINS THE AMENDMENT
20 OF TITLE 16, LAND USE and DEVELOPMENT CODE, §16.4 and §16.5 AS PRESENTED.

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

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

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

3/7/2022

Hi Karen -

The Kittery Rotary After Hours has decided to cancel the St Patrick's Day dinner - however, we are planning a Cinco De Mayo drive through dinner on May 5th. Can you please put this up for a town council vote:

The Kittery Rotary After Hours Club is requesting approval to put 10 signs up (no bigger than 10x12) across town for a Cinco De Mayo dinner - to be put up April 20, 2022 and be taken down no later than May 7, 2022.

Respectfully submitted,
Debra Hartman
Kittery Rotary After Hours

AGREEMENT

BETWEEN

TOWN OF KITTERY

And

TEAMSTERS LOCAL UNION NO. 340

Affiliated with the International Brotherhood of Teamsters

ADMINISTRATIVE/CLERICAL EMPLOYEES

EFFECTIVE: July 1, 2021

EXPIRATION: June 30, 2024

Table of Contents

ARTICLE 1 - PREAMBLE	4
ARTICLE 2 - RECOGNITION	4
ARTICLE 3 - CONTRACT ADMINISTRATION	4
ARTICLE 4 - HOURS OF WORK	5
ARTICLE 5 - OVERTIME COMPENSATION	5
ARTICLE 6 - SAFE WORK PRACTICES AND EQUIPMENT	6
ARTICLE 7 - STRIKES AND LOCKOUTS	6
ARTICLE 8 - GRIEVANCE PROCEDURE	6
ARTICLE 9 - DISCIPLINE	8
ARTICLE 10 - SENIORITY	8
ARTICLE 11 - WAGES	9
ARTICLE 12 - PROBATIONARY PERIOD	12
ARTICLE 13 - RETIREMENT	12
ARTICLE 14 - UNION SECURITY	13
ARTICLE 15 – DEDUCTION OF UNION DUES.....	13
ARTICLE 16 – UNION ACTIVITIES.....	13
ARTICLE 17 – IDENTIFICATION FEES	13
ARTICLE 18 – SEPARABILITY AND SAVINGS CLAUSE	14
ARTICLE 19 – NON-DISCRIMINATION	14
ARTICLE 20 – HOLIDAYS	14
ARTICLE 21 - HOLIDAY PAY	15
ARTICLE 23 – PERSONAL DAYS	15
ARTICLE 22 - INSURANCE	15
ARTICLE 23 - SOCIAL SECURITY	17
ARTICLE 24 - TRAVEL	17
ARTICLE 25 - BULLETIN BOARDS	17
ARTICLE 26 - SEPARATION OF EMPLOYMENT	17

ARTICLE 27 - RESERVE SERVICE LEAVE.....	17
ARTICLE 28 - MILITARY LEAVE.....	18
ARTICLE 29 - LEAVE WITHOUT PAY	18
ARTICLE 30 - SICK LEAVE	19
ARTICLE 31 - BEREAVEMENT LEAVE	20
ARTICLE 32 - VACATION	20
ARTICLE 33 - USE OF FACILITIES	22
ARTICLE 34 - EMPLOYEE DEVELOPMENT AND TRAINING	22
ARTICLE 35 - PROTECTION OF EMPLOYEES.....	23
ARTICLE 36 - PERSONNEL FILES	23
ARTICLE 37 - LEAVE WITH PAY FOR NEGOTIATIONS	23
ARTICLE 38 - MANAGEMENT RIGHTS.....	23
ARTICLE 39 - COPIES OF AGREEMENT.....	24
ARTICLE 41 - DURATION OF AGREEMENT.....	24

This Agreement is entered into between the TOWN OF KITTERY, MAINE, hereinafter referred to as the "TOWN" or "EMPLOYER," and TEAMSTERS LOCAL #340, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "UNION."

ARTICLE 1 - PREAMBLE

Pursuant to the provisions of the Municipal Public Employees Labor Relations Act (Title 26, Chapter 9-A, M.R.S.A. 961 through 974, as amended), the parties hereto have entered into this Agreement in order to establish mutual rights, to preserve proper employee morale, and to promote effective and efficient operations.

ARTICLE 2 - RECOGNITION

The Town recognizes the Union as the sole and exclusive bargaining agent for the for the positions listed in Article 11- Wages, for the purpose of negotiating salaries, wages, hours and terms of employment for all eligible employees within the bargaining unit of the Union, as provided in accordance with applicable state statutes.

ARTICLE 3 - CONTRACT ADMINISTRATION

Section 1. The Town and Union mutually acknowledge that problems can arise in the administration of a collective bargaining Agreement. The Town and Union therefore agree that they shall meet periodically to confer with respect to personnel policy and practices and matters affecting working conditions. Such meetings will be held at a mutually acceptable time and date. Union representatives consist of the Business Agent and one other member, who represent all members of the Unit.

Section 2. Management will recognize the stewards and chief steward appointed by the Union. The number of stewards is one (1) per unit. The Union shall supply the Town in writing, and maintain with the Town on a current basis, a complete list of all authorized stewards together with the location each is authorized to represent.

Section 3. The Employer agrees that reasonable time during working hours, without charge to leave, will be made available to the Union's officers, stewards, and chief steward while engaged in official activities. In the interest of the efficient conduct of Town business and the economical use of Town time, and in order to draw a reasonable distinction between official and unofficial activities, those activities concerned with the internal management of the Union, membership meetings, solicitation of membership, campaigning for Union offices, and the conducting of election for Union offices will be conducted outside regular working hours.

Section 4. All officers, representatives, stewards, and employees will request permission from their supervisors when they wish to leave their assigned duties for official activities. The supervisor's permission will normally be granted. Permission will also be obtained from the supervisor of any employee being contacted. The officers and stewards will report to their supervisors when they return to their assigned duties. An employee may be excused from his/her job for a reasonable period of time, without charge to leave, to discuss an appropriate matter with an official of the Union.

ARTICLE 4 - HOURS OF WORK

Section 1. The administrative work week is the period of seven (7) consecutive calendar days used as a unit in computing pay. It consists of the regularly scheduled work week and the regular days off. It is identical to the calendar work week beginning at 0001 hours on Sunday and ending at 2400 hours the following Saturday.

Section 2. The basic forty (40) hour work week consists of five (5) consecutive eight (8) hour days, Monday through Friday for the employees at the Kittery Community Center who fall under this contract. The basic forty (40) hour work week consists of four (4) consecutive ten (10) hour days, Monday through Thursday (7:30 a.m. to 6:00 p.m.) for the Town Hall employees who fall under this contract. The Library employees work an average week of 35 hours Tuesday through Saturday; actual hours vary from week to week to accommodate the Saturday shift rotation.

Section 3. The Town will provide for two (2) fifteen (15) minute breaks, one (1) in the morning and one (1) in the afternoon. Breaks may be combined or used to alter the start or end time of the work day upon mutual agreement of Management and the employee.

Section 4. Paid status consists of regular work, sick leave, vacation time, and when suspended with pay.

Section 5. Union members' scheduled working hours will not be changed to avoid the payment of overtime.

ARTICLE 5 - OVERTIME COMPENSATION

Section 1. Overtime work will be restricted to only those skill requirements essential to meet operational needs. The Employer agrees to an equitable distribution of overtime, on a rotational basis, within specific operating units where overtime is required.

Section 2. The Town agrees to make every effort to give employees as much notice as possible when overtime is required.

Section 3. An employee has the right to refuse an overtime assignment, provided he/she has a legitimate reason and a qualified employee is available to take his/her place. If the Employer is unable to find a replacement, the employee will work the overtime. However, an employee would not be required to work overtime if the additional work would impair health or efficiency, or cause extreme hardship.

Section 4. The term "overtime compensation" is defined as time and one-half an employee's regular hourly base rate of pay and is paid for all approved time necessarily spent in an approved paid status in excess of forty (40) hours in any work week.

Section 5. Employees who are required to work more than forty (40) hours within a payroll week have the option of taking compensatory time in lieu of receiving overtime pay. Compensatory time must be taken at a time that is mutually agreeable to the Employer and the employee. Accrued compensatory time may not exceed a maximum of sixty (60) hours for each employee.

Section 6. Overtime pay is compensated at the rate of one and one-half (1 1/2) times the employee's regular straight-time hourly rate of pay. For the purpose of computing overtime pay, any "paid status" counts as hours worked.

Section 7. An employee called back to work receives a minimum of four (4) hours pay at one and one-half (1 1/2) times the normal rate of pay for the work for which he/she is called back. In the event that the employee called back works in excess of four (4) hours, said hours will be paid at one and one-half (1 1/2) times the normal rate. This section applies only to an ordered-in situation and not to scheduled overtime.

Section 8. An employee must indicate to the Employer during the work week in which the overtime is earned whether or not he/she wishes to receive overtime pay for said overtime or wishes to take compensatory time in lieu of receiving overtime pay.

Section 9. The Employer agrees to make available pertinent records of overtime to the Union, upon its request, for the resolution of employees' complaints.

ARTICLE 6 - SAFE WORK PRACTICES AND EQUIPMENT

Section 1. The Town and the Union recognize the Employer's responsibility to provide a safe work place.

Section 2. The Town and the Union recognize the responsibility of each employee to work in a safe manner and to follow safety rules and requirements when operating the Employer's equipment and when on the Employer's premises.

Section 3. The Town and the Union will cooperate in efforts to provide and maintain safe working conditions and to ensure that employees work in a safe manner.

Section 4. An annual clothing allowance in the amount of one hundred fifty dollars (\$150.00) per year for the purchase of work boots and seasonal clothing for the Assistant Code Enforcement Officer, , Head Custodian, and Custodian and will be credited to each employee in an account maintained by the Town for the purchase of these items.

ARTICLE 7 - STRIKES AND LOCKOUTS

Section 1. All disputes between the parties to this Agreement will be settled in accordance with the grievance procedure set forth in this Agreement.

Section 2. There may be no strikes, slowdowns, cessation of work, and/or interference with the operations or regular work of the Employer by employees during the term of this Agreement, and there may be no lockouts by the Employer during the term of this Agreement.

Section 3. Employees participating in any of the acts indicated above may be subject to disciplinary action.

ARTICLE 8 - GRIEVANCE PROCEDURE

Section 1. A grievance is hereby defined as any controversy, dispute, complaint, or misunderstanding that may arise involving the interpretation or application of a specific article or section of this Agreement. Any grievance arising between the Town, the Union, or an employee represented by the Union must be settled in the following manner:

Step 1. The employee and/or his/her Union representative shall discuss the grievance

with his/her Supervisor within ten (10) working days from the occurrence of the event in an attempt to resolve the grievance.

Step 2. If the grievance is not successfully resolved at Step 1, the employee and/or his/her Union representative shall take up the grievance with the employee's Department Head within five (5) working days after the discussion with the employee's immediate supervisor. Prior to the initiation of Step 2, all grievances will be reduced to writing by the employee, specify the article and section of this Agreement at issue, and will be signed by the employee. Any grievance not meeting the above requirements at Step 2 in the grievance procedure is waived and/or dismissed. The Department Head shall render a decision on the grievance in writing within five (5) working days after his/her discussion with the employee and/or his/her representative.

Step 3. In the event that the grievance is not satisfactorily resolved at Step 2, the employee, the Union, or its representative may then take the written grievance up with the Town Manager, as long as this is done within five (5) working days from receipt of the Department Head's decision. At this step in the grievance the Union must identify the specific article of the contract which the Town has allegedly violated. The Town Manager shall, within ten (10) working days after his/her discussion with the employee and/or his/her representative, render a written decision on the grievance.

Step 4. If the Union is not satisfied with the decision of the Town Manager, then the Union may file a request with the American Arbitration Association or the Maine Board of Arbitration and Conciliation for arbitration of the grievance within ten (10) working days from its receipt of the Town Manager's written decision. At the same time that a request for arbitration is filed, the Union shall also provide the Town Manager with a copy of the request. The decision of the arbitrator is final and binding upon the parties, and the arbitrator will be requested to issue his/her written decision within thirty (30) days of the conclusion of testimony and final arguments.

Section 2. Expenses for the arbitrator's services and for the proceedings are borne equally by the Town and the Union. Each party is responsible, however, for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause a record to be made, providing it pays for the record and makes a copy available without charge to the other party.

Section 3. The arbitrator has no authority to add to, subtract from, change, or modify any provision of this Agreement, but is limited solely to the interpretation and application of the specific provisions contained herein.

Section 4.

- A. An employee has the right to represent him/herself at all steps in the grievance procedure short of arbitration.
- B. Union has the right to be present at any grievance step meeting and receive copies of written determinations, if any, at all steps. No resolution of a grievance may be inconsistent with the provisions of this Agreement.
- C. Any grievance involving two or more employees may be initiated and processed jointly, as long as said written grievance indicates and is signed by the employees

involved.

- D. The Town Manager and Union may mutually agree, when circumstances warrant, to bypass steps of the grievance procedure.
- E. The Town Manager and Union may mutually agree to extend any of the time limits prescribed herein.
- F. The employee and/or his/her representative has the right to inspect and to obtain copies of any books, records, or documents directly related to the grievance that are in the Town's possession, except that access to said books, records, and documents is limited by the requirement of confidentiality statutes.
- G. A grievant and any employee witness will not suffer any loss of pay as a result of participation in the processing of a grievance during such employees' regular working hours.
- H. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants until such time as the grievance is resolved by the parties.

ARTICLE 9 - DISCIPLINE

Section 1. Except for probationary employees, no employee may be discharged, suspended, demoted or otherwise disciplined by the Town except for just cause.

Section 2. The Town agrees to abide by the principles of progressive discipline. However, there may be instances which may warrant taking other disciplinary actions which may not follow the progressive discipline steps.

Section 3. Any discharged employee will be paid in full for all wages owed him/her by the Town, including earned vacation and compensatory time, if any, in the week following the date of discharge.

Section 4. All warning notices given to an employee will be placed in the employee's personnel folder and remain in the employee's personnel folder for a period of 1 year.

ARTICLE 10 - SENIORITY

Section 1. A seniority list will be established naming all the employees covered by this Agreement, with the employee with the greatest seniority (years of continuous service) listed first. Seniority is based upon the employee's last date of hire. Seniority, for the purpose of this Agreement, means length of continuous service only, and is a factor in all matters affecting layoff, recall and vacation preference, provided all other qualifications are equal.

Section 2. In the event it becomes necessary for the Town to lay off employees for any reasons, an employee may bump into another job covered by this Agreement, if within the same department and in the same or equal classification, provided that there is an employee with less seniority to be bumped and provided that the senior employee has the minimum qualifications, skills, and ability to perform the work. The Department Head shall determine whether the employee has the ability to perform the work and such determination shall not be made capriciously or arbitrarily.

An employee must notify the Town of their intention to exercise their bumping rights within five (5) working days of the Town's notice of layoff. The employee who is bumped shall enjoy similar bumping rights but must notify the Town within five (5) working days of their intention to exercise their bumping rights. An employee who displaces another employee will need to either possess the skills and ability to perform the job or obtain those skills and abilities within six (6) months. The determination as to whether the employee has satisfactorily performed the job shall be the judgment of the Department Head. Such judgment shall not be made capriciously or arbitrarily. The Town Manager may enter into a formal agreement to allow said employee additional time to obtain the skills and ability to perform the job.

Section 3. For a period of eighteen (18) months after layoff, employees are recalled from layoff according to seniority by certified mail, to the employee's last known address. It is the responsibility of laid off employees to furnish any change of address in writing to the Employer for recall notices.

Section 4. The seniority list will be made available to the Union within thirty (30) days after the signing of this Agreement and posted on the Union bulletin boards in employees' work area. Corrections to the seniority list will be made within thirty (30) days of such posting. After such thirty (30) day period, the seniority list is deemed correct. An updated list will be made each year on January 2. A copy of the list will be sent to the Union.

Section 5. An employee's seniority terminates under the following conditions:

- 1) If the employee quits, retires or is justifiably discharged.
- 2) If, following a layoff, he/she fails or refuses to notify the Town of his/her intention to return to work within seven (7) calendar days after a written notice recall is sent by certified mail to his/her last address on file with the Town; unless, however, the employee has previously notified the Town Manager or his/her designated representative in writing that he/she will be on vacation and will not be able to be reached at a specific location, in which case he/she is not subject to recall until he/she has notified the Town Manager or his/her designated representative of an address at which he/she can be reached; or, having notified the Town of his/her intention to return to work, fails to do so on the day on which he/she is scheduled to report.
- 3) If he/she accepts full-time employment elsewhere while on leave of absence, unless he/she has prior written approval for such employment from the Town Manager, or does not return to work immediately following the expiration of a leave of absence.
- 4) When he/she has been laid off for a continuous period of time in excess of eighteen (18) consecutive months.

Section 6. Vacancies in the bargaining unit positions are posted at appropriate locations for seven (7) business days in order that employees have an opportunity to apply for vacant jobs. If an employee is not given an opportunity for an interview for the vacant job, then upon written request, the employee will receive a verbal explanation by their Department Head or the Human Resources Manager as to why they were not interviewed. Job descriptions will be available at the time of posting.

ARTICLE 11 - WAGES

The Town agrees to pay the Administrative/Clerical employees the wages listed below on the first pay period beginning on or after July 1:

July 1, 2021

Position	Hourly Rate	Weekly Rate
Recreation Clerk	\$18.54	\$741.72
Administrative Clerk	\$19.50	\$780.00
Development Staff Clerk	\$20.27	\$810.80
Bookkeeper Sewer*	\$24.62	\$984.80
Assistant Code Enforcement Officer	\$26.00	\$1,040.00
Recreation Supervisor	\$23.26	\$930.40
Sports/SAFE Programmer	\$18.55	\$742.00
Head Custodian	\$23.50	\$940.00
Data Entry Clerk (Police)	\$20.00	\$800.00
Accountant	\$25.12	\$1,004.80
Assistant Town Clerk	\$21.00	\$840.00
Assistant Planner	\$24.93	\$997.20
Custodian	\$18.55	\$742.00
Circulation Services Supervisor	\$20.93	
Youth Librarian Supervisor	\$26.59	
Technical Services Supervisor	\$22.46	
Cataloguing Assistant	\$20.66	
Library Services Assistant	\$17.00	

July 1, 2022 (3.00% increase included)

Position	Hourly Rate	Weekly Rate
Recreation Clerk	\$19.10	\$764.00
Administrative Clerk	\$20.09	\$803.60
Development Staff Clerk	\$20.88	\$835.20
Bookkeeper Sewer*	\$25.36	\$1,014.40
Assistant Code Enforcement Officer	\$26.78	\$1,071.20
Recreation Supervisor	\$23.96	\$958.40
Sports/SAFE Programmer	\$19.11	\$764.40
Head Custodian	\$24.21	\$968.40
Data Entry Clerk (Police)	\$20.60	\$824.00
Accountant	\$25.87	\$1,034.80
Assistant Town Clerk	\$21.63	\$865.20
Assistant Planner	\$25.68	\$1,027.20
Custodian	\$19.11	\$764.40
Circulation Services Supervisor	\$21.56	
Youth Librarian Supervisor	\$27.39	
Technical Services Supervisor	\$23.13	
Cataloguing Assistant	\$21.28	
Library Services Assistant	\$17.51	

July 1, 2023 (3.00% increase included)

Position	Hourly Rate	Weekly Rate
Recreation Clerk	\$19.67	\$786.80
Administrative Clerk	\$20.69	\$827.60
Development Staff Clerk	\$21.51	\$860.40
Bookkeeper Sewer*	\$26.12	\$1,044.80
Assistant Code Enforcement Officer	\$27.58	\$1,103.20
Recreation Supervisor	\$24.68	\$987.20
Sports/SAFE Programmer	\$19.68	\$787.20
Head Custodian	\$24.94	\$997.60
Data Entry Clerk (Police)	\$21.22	\$848.80
Accountant	\$26.65	\$1,066.00
Assistant Town Clerk	\$22.28	\$891.20
Assistant Planner	\$26.45	\$1,058.00
Custodian	\$19.68	\$787.20
Circulation Services Supervisor	\$22.21	
Youth Librarian Supervisor	\$28.21	
Technical Services Supervisor	\$23.82	
Cataloguing Assistant	\$21.92	
Library Services Assistant	\$18.04	

*Includes additional \$0.25 per hour stipend the Town agrees to pay Sewer Department Bookkeeper for assisting in tax collecting.

Section 2. The wages listed in Section 1 are base amounts that do not include additional payments for longevity.

Section 3. In the event any new rates or job titles are added to any unit, the Town shall negotiate wages with the Union.

Section 4. Longevity is paid as follows:

- A. Two (2%) percent after four (4) years of service.
- B. Four (4%) percent after eight (8) years of service.
- C. Six (6%) percent after twelve (12) years of service.
- D. Eight (8%) percent after sixteen (16) years of service.
- E. Ten (10%) percent after twenty (20) years of service.
- F. Twelve (12%) percent after twenty-four (24) years of service.
- G. Fourteen (14%) percent after twenty-eight (28) years of service.

Section 5. After completing the required years of continuous service, an employee's longevity payment is computed annually on his/her anniversary date, and computation is based upon his/her base annual salary. If an employee receives a salary increase in base salary, longevity is computed using

his/her new annual base salary.

Section 6. At the discretion of the Town Manager, the wage and/or salary rate for newly hired or promoted employees may be up to ten percent (10%) less than the rate established in the contract for the position. In the case of a promoted employee, the Town shall pay no less than fifty percent (50%) of the difference between the employee's former pay rate and new pay rate. Upon successfully completing the requisite probationary period, the employee receives the rate established in the contract.

Section 7. During the effective period of this Agreement, the annual salaries of employees are paid weekly on Thursday through mandatory direct deposit to an approved financial institution.

Section 8. If an employee is required to perform the duties of a higher-ranking position, to fill in for an absence in excess of two (2) consecutive weeks, the employee will receive the base pay rate of the position for the period of time they are performing the duties.

ARTICLE 12 - PROBATIONARY PERIOD

Section 1. The purpose of the probationary period is to provide an opportunity for the Town to determine whether or not an employee has the abilities and attributes that will qualify him/her for regular employee status, provided, however, that employees hired prior to the effective date of this Agreement are subject to the probationary period in effect at the time of their hiring. During this probationary period, an employee may be laid off or terminated based upon the sole discretion of the Town and without regard to his/her length of service. All other provisions and protections of the Agreement will apply to probationary employees unless otherwise prohibited by state law.

Section 2. The probationary period is six (6) months from the date of hire for all other positions in existence at the time of the signing of this Agreement and covered by this Agreement.

Section 3. An employee may be retained beyond the end of his/her probationary period only if his/her Department Head and the Town Manager affirm in their written evaluation of the employee that his/her services have been found to be satisfactory.

Section 4. All employees retained after said probationary period are placed on the seniority list as regular employees.

ARTICLE 13 - RETIREMENT

Section 1. Employees are entitled to participate in the Maine Public Employees Retirement System in accordance with the requirements of the Maine Public Employees Retirement System. Participation in the Maine Public Employees Retirement System is voluntary on the part of each employee covered by this Agreement.

Employees currently participating in MainePERS may on a voluntary basis participate in the ICMA-RC in accordance with the Kittery Administrative Code, Chapter 2.20.160L.1&2. There is no employer match for voluntary participation in the ICMA plan.

Section 2. Effective July 1, 2001, the Town agreed to expand the coverage of the ICMA- RC 457 plan currently in effect. This plan is available for current employees who are not enrolled in the Maine Public Employees Retirement System and any newly hired employee who wishes to enroll in the ICMA plan instead of the MainePERS plan. The Town will match the employee's contribution into the 457 plan, up to a maximum Town contribution of six percent (6%). The Town will make a contribution to either

MainePERS or the ICMA plan, but not both.

ARTICLE 14 - UNION SECURITY

Membership in the Union is not compulsory. Employees have the right to join, not to join, maintain or drop their membership in the Local Union as they see fit.

Neither party may exert any pressure on, or discriminate against, any employee in regard to such matters. In this regard, thirty (30) days after the date of hire or effective date of this Agreement, whichever is later, employees will elect to join the Union or not join the Union.

All employees who are members of the Union as of the date of this Agreement, and all employees who hereafter become members of the Union shall maintain their membership in good standing in the Union for the duration of this Agreement.

If an employee chooses not to join the Union, the employee may elect to pay 80% of their current dues for representation purposes. If an employee does not elect either membership or the 80% fee for presentation, and desires representation, the employee shall pay the Union directly for the costs of representation.

ARTICLE 15 – DEDUCTION OF UNION DUES

Section 1. The Town shall deduct regular monthly dues (on a weekly basis) upon receipt of signed authorization from members (a copy of which is to be retained by the Town) and a certified statement from the Secretary-Treasurer of the Union as to the amount for dues. The Town shall forward all such dues collected to the Secretary-Treasurer of the Union by the 10th of the following month in which deductions were made.

Section 2. The Union shall indemnify and save the Town harmless from any liability that may arise out of the Town's reliance upon any payroll deduction authorization cards presented to the Town by the Union. Such indemnification applies to damages that are sustained as a result of procedural errors or due to reason of mistake of fact that was in the control of or the responsibility of the Union.

ARTICLE 16 – UNION ACTIVITIES

Any employee who is a member of the Union and who acts in any official capacity whatsoever on behalf of the Union will not be discriminated against for his/her acts as a member of the Union so long as such acts do not interfere with the conduct of the Employer's business and are in conformance with the requirements of this Agreement, nor will there be any discrimination against any employee, by the Town or the Union, due to his/her membership in the Union and activities on behalf of the Union, or as a result of his/her lack of membership in the Union or lack of participation in the Union's activities.

ARTICLE 17 – IDENTIFICATION FEES

Should the Employer find it necessary to require employees to carry personal identification, such requirement will be complied with by the employees. The cost of such personal identification is borne by the Employer.

ARTICLE 18 – SEPARABILITY AND SAVINGS CLAUSE

If any article or section of this Agreement, or any supplement thereto, should be held invalid by operation of law or by the final decision of any tribunal of competent jurisdiction, or, if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and its supplements are not affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for said article or section.

ARTICLE 19 – NON-DISCRIMINATION

It is the policy of the Town not to discriminate against any applicant or employee because of race, religion, color, age, sex, sexual orientation, national origin, ancestry, genetic information or physical or mental disability in the selection, placement, compensation, training and advancement of employees. The Town Manager is the designated person responsible for the enforcement of this non-discrimination policy.

ARTICLE 20 – HOLIDAYS

Section 1. The following holidays are paid holidays for all employees covered by this Agreement:

1. New Year's Day
2. Martin Luther King Jr. Day
3. President's Day
4. Patriot's Day
5. Memorial Day
6. Juneteenth
7. Independence Day
8. Labor Day
9. Columbus Day
10. Veteran's Day
11. Thanksgiving Day
12. Christmas Eve (Half Day)
13. Christmas Day
14. New Year's Eve (Half Day)

Section 2. If an observed holiday occurs during the work week in which an employee is actually on scheduled vacation, the employee will not be charged with a vacation day for the observed holiday.

Section 3. Any holiday falling on a Saturday will be observed on the preceding Friday, and any holiday falling on Sunday will be observed on the following Monday for those who work Monday through Friday.

Any holiday falling on Friday will be observed on the preceding Thursday, any holiday falling on Sunday will be observed the following Monday, and any holiday falling on Saturday will be converted to a personal day for those employees who work Monday through Thursday. The converted personal day must be used in accordance with Article 22.

Any holiday falling on Sunday or Monday will be converted to a personal day to be used in accordance with Article 22 for those employees who work Tuesday through Saturday. Sunday and Monday holidays in December that are converted to personal days may be carried over into the following

calendar year. Upon ratification of the 2021-2024 Agreement, any existing “holiday hours“ will be banked and must be used by June 30, 2024.

ARTICLE 21 - HOLIDAY PAY

Section 1. In the event an employee, who is entitled to overtime pay, is ordered in to work and works any recognized legal holiday, as listed in this Agreement, he/she receives his/her regular holiday pay based upon the normal work day of eight (8) hours (if said employee works Monday through Friday) or upon the normal work day of ten (10) hours (if said employee works Monday through Thursday) at his/her normal straight-time rate of pay, plus overtime for actual hours worked, at the rate of one and one-half (1 1/2) times his/her normal straight-time rate of pay, but the receipt of said overtime pay is contingent upon his/her meeting the following conditions:

- 1) The employee is on authorized paid status the days immediately preceding and following said holiday.
- 2) The employee has accumulated forty (40) hours during the pay period in which the holiday occurs.

An employee not working the recognized legal holiday receives his/her normal, straight-time rate of pay for said day based upon the normal work day of eight (8) hours (if said employee works Monday through Friday) or ten (10) hours (if said employee works Monday through Thursday), provided the employee is in an authorized paid status the days immediately preceding and following said holiday.

Section 2. An employee may elect to take another day off with pay, in lieu of receiving additional holiday pay, at a mutually agreed upon time, provided that the Town may impose reasonable limitations upon any such election arising out of manpower and workload requirements of the Town and the availability of qualified, replacement personnel.

ARTICLE 22 – PERSONAL DAYS

Employees are entitled to 3 personal days each calendar year. With the approval of the Department Head, employees are eligible to take their personal days. Personal days must be taken during the year they are accrued and will not be carried over excepted as provided in Section 3 of Article 20. Personal days may be taken in hourly increments.

ARTICLE 23 - INSURANCE

Section 1. The Town shall contribute to the Allegiant Care ("Allegiant") or its actuarial equivalent (equivalency is subject to mutual Agreement) eighty-five (85%) percent of the total premium for family, two person or single coverage per month, payable at the office of Allegiant monthly on the fifth day of the month following the month in which due. The employees shall contribute the remaining fifteen (15%) percent each month through weekly payroll deductions. In years 2 and 3 of this Agreement, any premium increases from Allegiant of more than two (2%) percent shall be shared equally between the Town and the employee. (Example: 3% increase to the policy would result in 2% being affected by the 85/15, 1% is split equally. The above listed Town contribution represents the Town's maximum percentage payment and the employee's maximum percentage payment is twenty (20%) percent. The Town is responsible for remitting the employer and employee shares of the premium on a monthly basis to the Trust. In addition, Allegiant shall endeavor to offer multiple plan designs for the employees' option within the term of this Agreement.

The liability of the Town will not exceed the above amounts together with any and all delinquency and interest charges.

The Town agrees that its Agreement hereunder constitutes an obligation for the sums herein provided directly to Allegiant, and further that the Town will be bound by the terms and provisions of the Trust Indenture of Allegiant and any and all amendments thereto, as well as applicable rules and regulations from time to time promulgated by the Trustees thereto.

The Town is not responsible for the administration of the Plan and is held harmless for any claims made against Allegiant.

Section 2. The Town shall provide Workers' Compensation coverage as required by State Statute. The Town agrees to pay its share, plus the employee's share, of Maine Public Employees Retirement System (MainePERS) for as long as the employee remains out of work due to the work-related injury/illness. If an employee returns to work on a partial basis, the employer's share of MainePERS will be prorated. If the injury or illness qualifies as FMLA, the employee will be notified they are being placed on FMLA. Employees may use their accrued earned time to offset the difference between their workers' compensation benefit and their weekly wage in order to make themselves whole. This includes any waiting period that may exist under the Maine Workers' Compensation Statute.

Section 3. Disability/Life/Accidental Death and Dismemberment Insurance: Disability, life, and accidental death and dismemberment insurance shall be provided by the Town for all full-time employees. The Town shall assume the cost for all full-time employees. Primarily, the plan will provide for fifty-two (52) weeks of benefits commencing on the thirty-first (31st) day following an accident or sickness. The life insurance benefit equals the employee's annual salary rounded to the next highest \$1,000.00.

Section 4. The Town will pay the monthly health insurance premium for the single person level of coverage for any unit member who retires from the Town of Kittery after having worked for the Town of Kittery for a minimum of fifteen (15) years and having met the age and/or years of service requirements contained in the MainePERS policy currently in effect for that particular employee. Should the retiree choose to elevate the health insurance coverage level to a two-person coverage plan or family coverage plan, the retiree will be responsible for any additional premiums owed to the insurance provider. The additional payments are made to the Town on a monthly basis. The Town will forward all required payments to the insurance carrier on behalf of the retiree. Upon reaching the age of eligibility for Medicare, the employee's health insurance plan will be converted to the Medex 2 supplement plan through Allegiant, or a comparable plan. The Town shall contribute seventy (70%) percent of the total premium for the Medex 2 supplement plan Allegiant, or a comparable plan. Any additional premiums required for spousal conversion to a companion plan are the responsibility of the retiree.

In the event that it becomes necessary to change insurance providers, the Town will ensure that there is no lapse of coverage of the retiree, and that the new coverage level will be comparable to the existing level of coverage.

The fifteen-year minimum service requirement applies only to any employee hired after May 1, 2004.

Section 5. The Town agrees to provide the employees with the opportunity to participate in a Flexible Spending Account (FSA) under Section 125 of the IRS rules, which will include the employee paid portion of the qualified insurance programs. The Town will contract with a professional firm to

provide administration for the FSA. Employees may choose to enroll in the debit card program; however, employees will be responsible for the debit card's annual fee.

ARTICLE 24 - SOCIAL SECURITY

Section 1. The Town agrees to pay its required Social Security premium in accordance with provisions of the Agreement between State Agency and Political Subdivision of the State of Maine for the purpose of extending Social Security benefits to the employee of such Political Subdivision and its subsequent amendments which Agreement was entered into between the Maine State Retirement System and the Town in 1952.

ARTICLE 25 - TRAVEL

Section 1. The Town agrees that employees furnishing their own vehicles for transportation directly related to their work will be paid mileage at current mileage reimbursement rate established by the IRS. To be eligible for such payments, a municipal vehicle may not be available to the employee, and therefore an employee must use his/her personal vehicle while on the job.

ARTICLE 26 - BULLETIN BOARDS

Section 1. The Town shall make available bulletin board space for the use of the Union at each work location where bulletin boards are presently provided for the purpose of posting bulletins, notices, and other materials. The posting of any Union materials is restricted to such bulletin board space only, except that, in each work location where bulletin board space is not provided for the Union, the Town shall designate an appropriate alternative space where such materials may be posted.

Section 2. In no instance may the Union post any material that is profane, obscene, or defamatory to the Town, its representatives, or any individual, or which constitutes campaign material between competing employee organizations, if it is determined that the posting of such material would violate any obligation of the Town for neutrality. The Union is solely responsible for the accuracy and ethical standards of any material posted pursuant to this article.

Section 3. The Town reserves the right, upon consultation with the Union, to remove any materials that do not relate to Union business or which are in violation of this article.

Section 4. All posted Union materials must be signed by an authorized representative of the Union.

ARTICLE 27 - SEPARATION OF EMPLOYMENT

Section 1. Upon separation of employment and prior retirement, the Employer shall pay the employee full face value of all accrued vacation, holiday, and compensatory time on the payday in the week following such separation.

ARTICLE 28 - RESERVE SERVICE LEAVE

Section 1. Leaves of absence will be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserve for the purpose of fulfilling their training obligations and/or responding to any civil disorder. Written notification for leaves of absence for such purposes will be made to the Town Manager as soon as possible after the employee's receipt of orders.

Section 2. If an employee is granted a leave of absence for the purposes herein set forth and if his/her daily rate of compensation for such government service is less than the gross daily rate that he/she would have earned had he/she been providing service to the Employer, then the Town shall pay the employee the difference between the pay rates.

Section 3. The employee utilizing reserve leave shall furnish the Town with an official statement of reserve service pay received and reserve service time served.

Section 4. For the purpose of this section, the phrase "daily rate of compensation" is defined as the employee's normal, daily straight-time rate of pay, and does not include overtime or call-in time.

ARTICLE 29 - MILITARY LEAVE

The Town agrees to provide all benefits as required by the Selective Service and Training Act and any other applicable laws then in effect.

ARTICLE 30 - LEAVE WITHOUT PAY

Section 1. An administrative or special leave may be granted to an employee, with approval by the Town Manager, for the purpose of settling the estate of a member of the immediate family, for educational purposes when such education will foster a systematic improvement of the knowledge and/or skills required in the performance of his/her work, for illness or injury when such leave extends beyond the employee's earned sick leave days, and for other reasons that may be beneficial to the employee and the Town.

Section 2. All such leave is without pay, does not disrupt the normal operations of the employee's department, and is specific as to its duration, with 12 weeks, being the maximum duration. Any leave which falls under FMLA will be subject to the Town of Kittery's FMLA policy.

Section 3. The employee is expected to return to work upon the expiration of an approved leave or to arrange for an extension of the leave with the Town Manager prior to its expiration. Failure on the employee's part to return to work upon the expiration of an approved leave without having made prior arrangements for an extension of said leave is deemed a resignation from Town employment.

Section 4. All applications for leave without pay must be in writing and must specifically state the reasons for such application and the length of time requested. Should the reason be for illness or injury, such request must be substantiated with a physician's statement, and the cost of such statement will be paid by the employee.

Section 5. All leave without pay is subject to the condition that the Town Manager may cancel the leave for just cause at any time upon prior written notice to the employee that specifies a reasonable date of termination of the leave and the reason for such cancellation.

Section 6. Upon application of an employee who has exhausted his/her paid sick leave time, a leave of absence without pay may be granted by the Town Manager for a period of disability, due to sickness or injury, the first time that a request is made for the same illness. The Town Manager may, from time to time, require that the employee submit a certificate from the attending physician certifying the need for continued leave. In the event of a failure or a refusal to supply such a certificate, the Town Manager may cancel such leave and require the employee to report for work on a specified date. Should the employee fail to report as required, his/her employment may be terminated.

Section 7. An employee is eligible to request an unpaid leave upon the completion of one (1) year of continuous employment.

Section 8. Time spent on leave of absence without pay is not credited toward vacation leave and sick leave, and an employee on paid leave of absence without pay is not eligible for holiday pay. An employee on leave of absence without pay will have to pay for his/her own health insurance premiums and any other benefit deducted from their regular paycheck.

ARTICLE 31 - SICK LEAVE

Section 1. Sick leave is accumulated at the rate of one (1) day per month to a maximum of one hundred fifty (150) days; said accumulation could be applied to retirement, as permitted by the Maine Public Employees Retirement System. The remaining days will be given as early retirement. At the end of the calendar year (December 31), all sick leave over one hundred fifty (150) days will be given back and the Town will pay fifty (50%) percent of the face value, at the employee's normal rate of pay for the days that were given back. All employees with "banked" sick days are grandfathered and such time may not be forfeited. There will be no sick leave pay out for employees hired after July 1, 2014.

Section 2. Employees who retire or resign from the Town (after a minimum of ten (10) years of continuous service) and who have accrued vacation and sick leave time to their credit at the time of such resignation or retirement will be paid the wages equivalent to the vacation and sick leave. Sick leave payment is made only when separation is in good standing. There will be no sick leave buy back for employees hired after July 1, 2014.

Section 3. Qualified employees are eligible for paid sick leave from and to the extent of their unused, accumulated, paid, sick leave credits in the following situations:

- A. When it is established to the Town's satisfaction that the employee is incapacitated and cannot safely perform the employee's duties due to sickness, pregnancy, or injury.
- B. When it is established that, due to exposure to a contagious disease, the health of others would be affected by attendance at work. A physician's statement recommending absence from work is required.
- C. When it is established that an illness exists in the immediate family of the employee, and then for such periods as the attendance of the employee is necessary. The term immediate family is defined as including spouse, domestic partner, children, grandchildren, parents, mother-in-law or father-in-law, domiciled with the employee. In addition, immediate family also includes other relatives domiciled with the employee.
- D. Employees will be allowed to utilize up to forty (40) hours of sick time to care for their spouse, parents or children who are not domiciled with the employee.

Section 4. If an employee is absent for more than three (3) consecutive days, or in the case of suspected abuse, the Employer may require medical proof for said sick leave, in which case the employee involved may be required to provide a written statement from his/her physician certifying the necessity for said absence, and the ability of the employee to return to work and perform the required functions of the employee's duties.

Section 5. In order to qualify for sick leave payments, an employee must notify his/her

Department Head, or, in the Department Head's absence, the Department Head's designee, not later than the employee's normal starting time, on the first day of the absence. In addition to the above, the employee, if absent three (3) or more consecutive days, is required to provide a physician's statement, and will notify his/her department head when his/her physician has cleared him/her to return to work. An employee is required to provide at least 30 days' notice, whenever such leave is foreseeable.

Section 6. No employee will be reimbursed for outstanding sick leave if the employee is discharged by the Town. Nothing in this section will impair the parties or an arbitrator in crafting a settlement arrangement following a grievance.

Section 7. Whenever sick leave payments are made under this article, the amount of such payments/hours is deducted from the employee's unused, accumulated sick leave.

Section 8. In the event the employee is temporarily disabled to the extent that the employee is unable to perform all of the duties and functions normally required of the employee, the Town Manager, in his/her judgment, may approve the employee returning to work on a limited duty basis. It is understood and agreed that the Town Manager has the sole and complete discretion and authority to determine the number of employees who may be allowed to work on a limited duty basis, if any, and the duration thereof.

Section 9. Falsification of evidence in substantiating sick leave is cause for disciplinary action.

Section 10. In the event of death of an employee with more than ten (10) years of service, the Town shall pay to the employee one hundred percent (100%) of the employee's accumulated unused sick leave. There will be no sick leave pay out for employees hired after July 1, 2014.

ARTICLE 32 - BEREAVEMENT LEAVE

Section 1. An employee may be excused from work for up to five (5) days of work, due to a death in his/her immediate family, without loss of pay or other benefits. The term "immediate family" means spouse, domestic partner, parents, step-parents, children, step- children, brother, sister, grandmother, grandfather, mother-in-law, and father-in-law. Up to three (3) days of leave may be granted for the death of other relatives, upon approval of the Town Manager.

Section 2. During this absence, an employee will be paid at his/her regular base rate of pay for the scheduled hours of work missed. Not more than eight (8) hours per day may be paid under this article. It is intended that this time be utilized for the purpose of handling necessary arrangements for and attendance at the funeral.

Section 3. An employee wishing to utilize bereavement leave shall notify the Department Head or the Town Manager by e-mail or phone call and said request shall indicate the number of days requested and the reason for said request.

Section 4. In the event of an employee's death, representative employees, determined mutually by the Town Manager and the Union, may utilize leave without pay for the purpose of attending the funeral.

ARTICLE 33 - VACATION

Section 1.

A. Town employees do not receive extra pay in lieu of utilizing vacation leave.

- B. The vacation calendar for all Town employees is from January 1st to December 31st. A maximum of 40 hours of vacation may be saved from one year to the next. Additional hours may be carried over with approval of the Town Manager.

Section 2. Entitlement to vacations under this article is determined as of the employee's anniversary date of each year.

- A. Employees will receive forty (40) hours of vacation upon completion of probationary period, and an additional forty (4) hours of vacation upon completion of one (1) year of continuous service.
- B. Employees who have completed more than one (1) year of currently continuous service, but less than five (5) years will receive eighty (80) hours of annual vacation leave.
- C. Employees who have completed five (5) years of currently continuous service, but less than ten (10) years, will receive one hundred and twenty (120) hours of annual vacation time.
- D. Employees who have completed ten (10) years of currently continuous service, but less than fifteen (15) years, will receive one hundred and sixty (160) hours of annual vacation leave.
- E. Employees who have completed fifteen (15) years of currently continuous service, but less than twenty (20) years, will receive one hundred and eighty-five (185) hours of annual vacation leave.
- F. Employees who have completed twenty (20) years or more of currently continuous service will receive two hundred (200) hours of annual vacation leave.

Section 3. In the event that an employee covered under this Agreement dies during the term of this Agreement, his/her accrued vacation credits, if any, shall be paid by the Town, in equivalent wages, to the employee.

Section 4. In the event of the dismissal of an employee for cause, or if an employee voluntarily leaves, or retires from his/her employment, said employee is entitled to vacation pay for all unused vacation earned.

Section 5.

- A. A day of vacation pay as provided for in this article equals eight (8) hours of pay (if said employee works five (5) eight (8) hour days) or ten (10) hours of pay (if said employee works four (4) ten (10) hour days) at the employee's regular straight-time rate of pay at the time that the employee takes his/her vacation.
- B. The Employer shall determine the number of employees who can be assigned for vacation purposes at any one time, provided, however, that any such determination is based upon the anticipated manpower and work load requirements of the Town.
- C. A seniority list will be posted not later than January 15th of each calendar year, and

all employees shall indicate, prior to April 15th of that calendar year, the dates on/during which they desire to take their eligible vacation leave. In the event that two (2) or more employees desire the same vacation date(s) and it is determined by the Town Manager that both employees cannot be assigned for vacation purposes, the employee having the least amount of seniority shall select alternate dates for his/her vacation. A final vacation list indicating those dates agreed upon shall be prepared by the Town Manager and posted no later than May 15th of any calendar year.

Section 6. In the event that an employee does not select a vacation period prior to April 15th, he/she is permitted to select a vacation period from the available remaining dates. If two (2) or more employees have failed to make selections by April 15th, their selections will be made on a first come, first served basis.

Section 7. The Town will make every effort to see that employees who have scheduled their vacation time receive it when scheduled; but due to unforeseen required work or other emergency situations, if the employee is unable to take his/her vacation during the assigned period, the Town Manager shall make every effort to reschedule a vacation period convenient and agreeable to the employee and the Town in the calendar year in which the employee's vacation period was assigned.

Section 8. A newly hired employee becomes eligible to utilize accrued vacation leave upon the successful completion of six (6) months of continuous employment. Employment begins on an employee's first full day on the job, and time on layoff, suspension, or leave without pay is not counted in determining the date of completion of a full month or a full year of employment.

ARTICLE 34 - USE OF FACILITIES

Section 1. The Town shall provide to the Union use of appropriate rooms for meetings of employees and representatives of Union, provided that the following conditions are met: Rooms must be reserved in advance. Such meetings must be held during non-working hours. Meetings of regular Town boards, commissions, and committees receive preference in the scheduling of the use of rooms.

Section 2. The business agent, stewards, and secretary of the Unit are permitted to use, in conjunction with their Union duties, Town telephones to which they normally have access for non-toll or toll-free calls.

Section 3. The Town shall provide all members of the Unit with one (1) free annual pass to Fort Foster.

Section 4. The Town shall provide all employees with a free annual Kittery Community Center membership.

ARTICLE 35 - EMPLOYEE DEVELOPMENT AND TRAINING

Section 1. To the extent made possible through the annual allocation of budgeted funds, the Town will attempt to provide funding for training that is directly related to the duties of an employee's job.

Section 2. An employee wishing to attend a training course or seminar shall make a written request to the Town Manager to do so, and said written request will include, at a minimum, the date, time and length of the training; the location of the training; the tuition/registration cost and other costs associated with attendance; the reason(s) that said training would prove beneficial to the Town and to the

employee.

Section 3. Complete and final authority rests with the Town Manager to review, and upon completion of said review, to approve or deny said requests for training.

ARTICLE 36 - PROTECTION OF EMPLOYEES

Section 1. No employee will suffer a reduction in existing salary for a period of one (1) year as a result of reclassification or reallocation of his/her position.

Section 2. It is agreed that all employees will have clean, dry, heated areas, as now exist, in which to eat their lunches.

Section 3. Absence for the purpose of attending court as a witness on behalf of the Town, or for jury duty, is not chargeable as leave and will not result in loss of pay. When called to perform these civic duties, the employee will promptly notify the Employer and submit a copy of the official summons for jury duty or witness service as far in advance as possible prior to the beginning of such service. Upon completion of such service, the employee will present to the Employer written evidence of the time served on such duties. The employee will turn over to the Town any jury fee, but will keep any travel pay.

Section 4. The Town shall pay the reasonable cost of the repair or replacement of an employee's clothing that is damaged or destroyed while working. Payment will not be made for the repair or replacement of the above items if due to negligence on the employee's part.

ARTICLE 37 - PERSONNEL FILES

Section 1. Upon request to the Human Resources Manager, an employee is permitted, at any reasonable time during normal working hours, to review the materials in his/her personnel file. He/she is allowed to have placed in such file a response to anything contained therein that he/she considers to be adverse.

Section 2. Upon request to the Human Resources Manager, an employee will be provided with and internal copy of any or all materials in his/her personnel file. Should a subsequent request be made for a copy of the same materials, an employee will be charged the current cost per page for copying materials for the general public.

Section 3. Copies of all materials to be placed in an employee's personnel file will be given to such employee simultaneously with placement in the personnel file.

ARTICLE 38 - LEAVE WITH PAY FOR NEGOTIATIONS

One Unit member designated by the Union is granted administrative leave with pay to that individual Town employee so designated by the Union to participate in the collective bargaining meeting(s), mediation proceedings, fact-finding, and/or arbitration proceedings. The Union shall give a twenty-four (24) hour notice to the Town's negotiator whenever a Town employee who is a bargaining unit member is required to attend any meetings.

ARTICLE 39 - MANAGEMENT RIGHTS

The parties hereto recognize and agree that, except as specifically limited or abrogated by the

terms and provisions of this Agreement, all rights to manage, direct and supervise the operations and personnel covered under this Agreement are vested in the Employer, in a full unrestricted manner, as provided by the laws of the State of Maine and the Town of Kittery.

ARTICLE 40 - COPIES OF AGREEMENT

The Town shall have this Agreement reproduced and shall furnish one copy to each member of the bargaining units with the Union as soon as practicable following final agreement by the parties upon the terms and conditions of this Agreement.

ARTICLE 41 - DURATION OF AGREEMENT

Section 1. This Agreement is effective as of July 1, 2021, and it remains in full force and effect until June 30, 2024. It is automatically renewed from year to year thereafter unless either party notifies the other, in writing, at least one hundred and twenty (120) days prior of the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations begin no later than sixty (60) days prior to the anniversary date. This Agreement remains in full force and be effective during the period of negotiation and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

Section 2. In the event that either party desires to terminate this Agreement, written notice of desire to cancel or terminate the Agreement must be given to the other party not less than sixty (60) days prior to the desired termination date, which may not be before the anniversary date set forth in the preceding paragraph.

Section 3. In the event of an inadvertent failure by either party to give the notice set forth in Sections 1 and 2 of this Article, such party may give such notice at any time to the termination or automatic renewal of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set forth hands and seals this ____ day of _____ to be effective as of July, 1, 2021.

Town of Kittery

Teamsters Local Union No. 340
Affiliated with the International
Brotherhood

AGREEMENT
BETWEEN
TOWN OF KITTERY

And

TEAMSTERS LOCAL UNION NO. 340

affiliated with the

International Brotherhood of Teamsters

PROFESSIONAL EMPLOYEES

EFFECTIVE: July 1, 2021
EXPIRATION: June 30, 2024

Table of Contents

ARTICLE 1 - PREAMBLE4

ARTICLE 2- RECOGNITION4

ARTICLE 3 - CONTRACT ADMINISTRATION4

ARTICLE 4 - HOURS OF WORK.....4

ARTICLE 5 - OVERTIME COMPENSATION.....5

ARTICLE 6 - CLOTHING ALLOWANCE.....6

ARTICLE 7- SAFE WORK PRACTICES AND EQUIPMENT6

ARTICLE 8 - STRIKES AND LOCKOUTS6

ARTICLE 9 · GRIEVANCE PROCEDURE.....7

ARTICLE 10 - DISCIPLINE.....8

ARTICLE 11 - SENIORITY8

ARTICLE 12- WAGES9

ARTICLE 13 - PROBATIONARY PERIOD..... 11

ARTICLE 14 - RETIREMENT 12

ARTICLE 15 - UNION SECURITY 12

ARTICLE 16 - DEDUCTION OF UNION DUES..... 13

ARTICLE 17 · UNION ACTIVITIES..... 13

ARTICLE 18 - IDENTIFICATION FEES..... 13

ARTICLE 19 - SEPARABILITY AND SAVINGS CLAUSE..... 13

ARTICLE 20 - NON-DISCRIMINATION 13

ARTICLE 21 – HOLIDAYS 13

ARTICLE 22- HOLIDAY PAY 14

ARTICLE 23 – PERSONAL DAYS 15

ARTICLE 24 - INSURANCE..... 15

ARTICLE 25 - SOCIAL SECURITY..... 16

ARTICLE 26 - TRAVEL..... 16

ARTICLE 27 - BULLETIN BOARDS..... 16

ARTICLE 28 - SEPARATION OF EMPLOYMENT 17

ARTICLE 29 - RESERVE SERVICE LEAVE 17

ARTICLE 28 - MILITARY LEAVE..... 17

ARTICLE 31 - LEAVE WITHOUT PAY..... 17

ARTICLE 32 - SICK LEAVE 18

ARTICLE 33 - BEREAVEMENT LEAVE..... 20
ARTICLE 34 – VACATION 20
ARTICLE 35 - USE OF FACILITIES..... 21
ARTICLE 36 - EMPLOYEE DEVELOPMENT AND TRAINING..... 22
ARTICLE 37 - PROTECTION OF EMPLOYEES 22
ARTICLE 38 - PERSONNEL FILES..... 22
ARTICLE 39 - LEAVE WITH PAY FOR NEGOTIATIONS..... 23
ARTICLE 40 - MANAGEMENT RIGHTS 23
ARTICLE 41 - COPIES OF AGREEMENT 23
ARTICLE 42 - DURATION OF AGREEMENT 23

This Agreement is entered into between the TOWN OF KITTERY, MAINE, hereinafter referred to as the "TOWN" or "EMPLOYER," and TEAMSTERS LOCAL #340, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "UNION."

ARTICLE 1 - PREAMBLE

Pursuant to the provisions of the Municipal Public Employees Labor Relations Act (Title 26, Chapter 9-A, M.R.S.A. 961 through 974, as amended), the parties hereto have entered into this Agreement in order to establish mutual rights, to preserve proper employee morale, and to promote effective and efficient operations.

ARTICLE 2- RECOGNITION

The Town recognizes the Union as the sole and exclusive bargaining agent for the positions listed in Article 12 – Wages, for the purpose of negotiating salaries, wages, hours, and terms of employment for all eligible employees within the bargaining unit of the Union, as provided in accordance with applicable state statutes.

ARTICLE 3 - CONTRACT ADMINISTRATION

Section 1. The Town and Union mutually acknowledge that problems can arise in the administration of a collective bargaining agreement. The Town and Union therefore agree that they shall meet periodically to confer with respect to personnel policy and practices and matters affecting working conditions. Such meetings will be held at a mutually acceptable time and date. Union representatives consist of the Business Agent and one other member, who represent all members of the Unit.

Section 2. Management will recognize the stewards and chief steward appointed by the Union. The number of stewards is one (1) per unit. The Union shall supply the Town in writing, and shall maintain with the Town on a current basis, a complete list of all authorized stewards together with the location each is authorized to represent.

Section 3. The Employer agrees that reasonable time during working hours, without charge to leave, is to be made available to the Union's officers, stewards, and chief steward while engaged in official activities. In the interest of the efficient conduct of Town business and the economical use of Town time, and in order to draw a reasonable distinction between official and unofficial activities, those activities concerned with the internal management of the Union, membership meetings, solicitation of membership, campaigning for Union offices, and the conducting of election for Union offices will be conducted outside regular working hours.

Section 4. All officers, representatives, stewards, and employees will request permission from their supervisors when they wish to leave their assigned duties for official activities. The supervisor's permission will normally be granted. Permission will also be obtained from the supervisor of any employee being contacted. The officers and stewards will report to their supervisors when they return to their assigned duties. An employee may be excused from his/her job for a reasonable period of time, without charge to leave, to discuss an appropriate matter with an official of the Union.

ARTICLE 4 - HOURS OF WORK

Section 1. The administrative work week is the period of seven (7) consecutive calendar days used as a unit in computing pay. It consists of the regularly scheduled work week and the regular days off. It is identical to the calendar work week beginning at 0001 hours on Sunday and ending at 2400 hours the following Saturday.

Section 2. The basic forty (40) hour work week consists of four (4) consecutive ten hour days, Monday through Thursday. The Highway Foreman, Youth Program Supervisor, Community Program Supervisor, Community Center Supervisor, and Facilities Maintenance Supervisor's basic forty (40) hour work week consists of five (5) consecutive eight (8) hour days, Monday through Friday.

Section 3. The Town will provide for two (2) fifteen (15) minute breaks, one (1) in the morning and one (1) in the afternoon. Employees will also have a thirty (30) minute lunch that is uncompensated. Breaks may be combined or used to alter the start or end time of the work day upon mutual agreement of Management and the employee.

Section 4. Paid status consists of regular work, sick leave, vacation time, and when suspended with pay.

Section 5. Union members' scheduled working hours will not be changed to avoid the payment of overtime.

Section 6. Upon completion of a snow, ice or emergency event with a duration in excess of twenty-four (24) hours, the Highway Foreman may be released, upon completion of their work duties, for the remainder of the regular work day schedule, without penalty or use of paid time-off. The Highway Foreman will not be required to report to work for 12 hours following being released, without penalty or use of paid-time-off. The Highway Foreman may be recalled if necessary for public safety. If recall occurs during the normal work schedule day, Call Back Time (Article 4) does not apply.

ARTICLE 5 - OVERTIME COMPENSATION

Section 1. The Town agrees to make every effort to give employees as much notice as possible when overtime is required.

Section 2. "overtime compensation" is defined as one and one half (1 ½) times the employee's regular hourly base rate of pay and is paid for all approved time necessarily spent in an approved paid status in excess of forty (40) hours in any work week.

Between November 15th and April 15th, the Highway Foreman will be paid the one and one-half (1 ½) rate for additional hours worked in a day, after eight (8) hours of the normal work day are worked that day.

Section 3. Non-exempt employees are paid time and one-half (1 ½) their straight time rate of pay for all hours in excess of 40 hours per week. Such hours must be approved in advance by the employee's supervisor. Employees may elect to convert earned overtime to compensatory time off to a maximum accrual of 60 hours in any one year, January to December. Employees are required to use all accrued compensatory time by December 31st of each year. If a balance of accrued compensatory time remains after December 31st, the Town will pay the employee for the time at the compensation rate at which it was earned, no later than January 31st each year.

Section 4. An employee called back to work receives a minimum of four (4) hours pay at one and one-half (1 ½) times the normal rate of pay for the work for which he/she is called back. In the event that the employee called back works in excess of four (4) hours, said hours will be paid at one and one-half (1 ½) times the normal rate. This section only applies to an ordered-in situation and not to scheduled overtime. This section only applies to the Deputy Clerk, Code Enforcement Officer, Facilities Maintenance Supervisor, and Highway Foreman.

Section 5. For those employees eligible for overtime pay, the employee must indicate to the Employer during the work week in which the overtime is earned whether or not he/she wishes to receive overtime pay for said overtime or wishes to take compensatory time in lieu of receiving overtime pay.

Section 6. The Employer agrees to make available pertinent records of overtime to the Union, upon its request, for the resolution of employees' complaints.

ARTICLE 6 - CLOTHING ALLOWANCE

The Town shall provide the Highway Foreman with protective and safety equipment deemed necessary for regular performance or selected duties at no cost to the employee. The Town will provide the Highway Foreman with an annual clothing allowance in the amount of six hundred dollars (\$600) will be paid on the first payroll of January each year, in a separate check from the Employee's weekly payroll check, for the purchase of work boots that meet the ANSI standards, and for purchase and replacement of appropriate and suitable work clothes.

A yearly clothing allowance in the amount of two hundred dollars (\$200) per year for the purchase of work boots and seasonal clothing for the Assessor, Facilities Maintenance Supervisor, and Code Enforcement Officer and will be paid on the first payroll of January each year, in a separate check from the Employee's weekly payroll check for the purchase of work boots that meet the ANSI standards, and for purchase and replacement of appropriate and suitable work clothes.

Upon ratification of the 2021-2024 Agreement, the clothing allowance for Year 1, less any amounts used to date will be paid to the eligible employees.

ARTICLE 7- SAFE WORK PRACTICES AND EQUIPMENT

Section 1. The Town and the Union recognize the Employer's responsibility to provide a safe work place.

Section 2. The Town and the Union recognize the responsibility of each employee to work in a safe manner and to follow safety rules and requirements when operating the Employer's equipment and when on the Employer's premises.

Section 3. The Town and the Union will cooperate in efforts to provide and maintain safe working conditions and to ensure that employees work in a safe manner.

Section 4. The Employer may not require employees to take out any vehicle on any street or highway, or use and operate any equipment that is not in safe operating condition.

Section 5. The Employer may not require any employee to work in a hazardous area, or with or around any hazardous materials, unless proper safety equipment and clothing are provided.

ARTICLE 8 - STRIKES AND LOCKOUTS

Section 1. All disputes between the parties to this agreement must be settled in accordance with the grievance procedure set forth in this agreement

Section 2. There will be no strikes, slowdowns, cessation of work, and/or interference with the operations or regular work of the Employer by employees during the term of this agreement, and there will be no lockouts by the Employer during the term of this Agreement.

Section 3. Employees participating in any of the acts indicated above may be subject to disciplinary

action.

ARTICLE 9 · GRIEVANCE PROCEDURE

Section 1. A grievance is defined as any controversy, dispute, complaint, or misunderstanding that may arise involving the interpretation or application of a specific article or section of this Agreement. Any grievance arising between the Town, the Union, or an employee represented by the Union must be settled in the following manner:

Step 1. The employee and/or his/her/her Union representative will discuss the grievance with his/her supervisor within ten (10) working days from the occurrence of the event in an attempt to resolve the grievance.

Step 2. If the grievance is not successfully resolved at Step 1, the employee and/or his/her Union representative shall take up the grievance with the employee's Department Head within five (5) working days after the discussion with the employee's immediate supervisor. Prior to the initiation of Step 2, all grievances will be reduced to writing by the employee, specify the article and section of this Agreement at issue, and be signed by the employee. Any grievance, not meeting the above requirements at Step 2 in the grievance procedure, is waived and/or dismissed; The Department Head shall render a decision on the grievance in writing within five (5) working days after his/her discussion with the employee and/or his/her representative.

Step 3. In the event that the grievance is not satisfactorily resolved at Step 2, the employee, the Union, or its representative may then take the written grievance up with the Town Manager, as long as this is done within five (5) working days from receipt of the Department Head's decision. At this step in the grievance, the Union must identify the specific article of the contract which the Town allegedly violated. The Town Manager shall, within ten (10) working days after his/her discussion with the employee and/or his/her representative, render a written decision on the grievance.

Step 4. If the Union is not satisfied with the decision of the Town Manager, then the Union may file a request with the American Arbitration Association or the Maine Board of Arbitration and Conciliation for arbitration of the grievance within ten (10) working days from its receipt of the Town Manager's written decision. At the same time that a request for arbitration is filed, the Union shall also provide the Town Manager with a copy of the request. The decision of the arbitrator is final and binding upon the parties, and the arbitrator will be requested to issue his/her written decision within thirty (30) days of the conclusion of testimony and final arguments.

Section 2. Expenses for the arbitrator's services and for the proceedings are borne equally by the Town and the Union. Each party is responsible, however, for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause a record to be made, providing it pays for the record and makes a copy available without charge to the other party.

Section 3. The arbitrator has no authority to add to, subtract from, change, or modify any provision of this agreement, but is limited solely to the interpretation and application of the specific provisions contained herein.

Section 4.

- A. An employee has the right to represent himself/herself at all steps in the grievance procedure short of arbitration.
- B. Union has the right to be present at any grievance step meeting and receive copies of written determinations, if any, at all steps. No resolution of grievances may be inconsistent with the

provisions of this Agreement.

- C. Any grievance involving two or more employees may be initiated and processed jointly, as long as said written grievance indicates and is signed by the employees involved.
- D. The Town Manager and Union may mutually agree, when circumstances warrant, to bypass steps of the grievance procedure.
- E. The Town Manager and Union may mutually agree to extend any of the time limits prescribed herein.
- F. The employee and/or his/her representative have the right to inspect and to obtain copies of any books, records, or documents directly related to the grievance that are in the Town's possession, except that access to said books, records, and documents is limited by the requirement of confidentiality statutes.
- G. A grievant and any employee witness will not suffer any loss of pay as a result of participation in the processing of a grievance during such employees' regular working hours.
- H. All documents, communications, and records dealing with the processing of a grievance must be filed separately from the personnel files of the participants until such time as the grievance is resolved by the parties.

ARTICLE 10 - DISCIPLINE

Section 1. Except for probationary employees, no employee may be discharged, suspended, demoted or otherwise disciplined by the Town except for just cause.

Section 2. The Town agrees to abide by the principles of progressive discipline; however, there may be instances which may warrant taking other disciplinary actions, which may not follow the progressive discipline steps.

Section 3. Any discharged employee must be paid in full for all wages owed him/her by the Town, including earned vacation and compensatory time, if any, in the week following the date of discharge.

Section 4. All warning notices given to an employee must be placed in the employee's personnel folder and remain in the employee's personnel folder for a period of 1 year.

ARTICLE 11 - SENIORITY

Section 1. A seniority list will be established for each applicable department, naming all the employees covered by this Agreement, with the employee in the department with the greatest seniority (years of continuous service) listed first. Seniority is based upon the employee's last date of hire. Seniority, for the purpose of this Agreement means, length of continuous service only, and will be a factor in all matters affecting layoff, recall and vacation preference, for each applicable department.

Section 2. In the event it becomes necessary for the Town to lay off employees for any reason, an employee may bump into another job covered by this Agreement, if within the same department and in the same or equal classification, provided that there is an employee with less seniority to be bumped and provided that the senior

employee has the minimum qualifications, skills, and ability to perform the work. The Department Head shall determine whether the employee has the ability to perform the work and such determination shall not be made capriciously or arbitrarily.

An employee must notify the Town of their intention to exercise their bumping rights within five (5) working days of the Town's notice of layoff. The employee who is bumped shall enjoy similar bumping rights but must notify the Town within five (5) working days of their intention to exercise their bumping rights. An employee who displaces another employee will need to either possess the skills and ability to perform the job or obtain those skills and abilities within six (6) months. The determination as to whether the employee has satisfactorily performed the job shall be the judgment of the Department Head. Such judgment shall not be made capriciously or arbitrarily. The Town Manager may enter into a formal agreement to allow said employee additional time to obtain the skills and ability to perform the job.

Section 3. For a period of eighteen (18) months after layoff, employees will be recalled from layoff according to seniority by certified mail, to the employee's last known address. It is the responsibility of laid off employees to furnish any change of address in writing to the Employer for recall notices.

Section 4. The seniority list will be made available to the Union within thirty (30) days after the signing of this Agreement and posted on the Union bulletin boards in employees' work area. Corrections to the seniority list will be made within thirty (30) days of such posting. After such thirty (30) day period, the seniority list is deemed correct. An updated list will be made each year on January 2. A copy of the list will be sent to the Union.

Section 5. An employee's seniority terminates under the following conditions:

- 1) If the employee quits, retires or is justifiably discharged.
- 2) If, following a layoff, the employee fails or refuses to notify the Town of his/her intention to return to work within seven (7) calendar days after a written notice recall is sent by certified mail to his/her last address on file with the Town; unless, however, the employee has previously notified the Town Manager or his/her designated representative in writing that he/she will be on vacation and will not be able to be reached at a specific location, in which case he/she is not subject to recall until he/she has notified the Town Manager or his/her designated representative of an address at which he/she can be reached; or, having notified the Town of his/her intention to return to work, fails to do so on the day on which he/she is scheduled to report.
- 3) If the employee accepts full-time employment elsewhere while on leave of absence, unless he/she has prior written approval for such employment from the Town Manager, or does not return to work immediately following the expiration of a leave of absence.
- 4) When the employee has been laid off for a continuous period of time in excess of eighteen (18) consecutive months.

Section 6. Vacancies in the bargaining unit positions will be posted at appropriate locations for seven (7) business days in order that employees have an opportunity to apply for vacant jobs. If an employee is not given an opportunity for an interview for the vacant job, then upon written request, the employee must receive a verbal explanation by their Department Head or the Human Resources Manager as to why they were not interviewed. Job descriptions will be available at the time of the posting.

ARTICLE 12- WAGES

Section 1. The Town agrees to pay the Unit members the wages listed below:

July 1, 2021

Position	Hourly Base Rate	Weekly Base Rate
Tax Assessor	\$39.82	\$1,592.80
Code Enforcement Officer	\$33.69	\$1,347.60
Deputy Treasurer/Tax Collector/Bookkeeper	\$30.28	\$1,211.20
Deputy Town Clerk	\$23.80	\$952.00
Youth Program Supervisor	\$24.00	\$960.00
Community Program Supervisor	\$24.00	\$960.00
Community Center Supervisor	\$24.00	\$960.00
Facilities Maintenance Supervisor	\$26.50	\$1,060.00

Position	Pay Frequency	Start	12 Mos.	24 Mos.	36 Mos.	60 Mos.	120 Mos.
Highway Foreman	Hourly	\$30.39	\$30.39	\$31.13	\$31.13	\$31.88	\$32.61

July 1, 2022 (3% increase included)

Position	Hourly Base Rate	Weekly Base Rate
Tax Assessor	\$41.01	\$1,640.40
Code Enforcement Officer	\$34.70	\$1,388.00
Deputy Treasurer/Tax Collector/Bookkeeper	\$31.19	\$1,247.60
Deputy Town Clerk	\$24.51	\$980.40
Youth Program Supervisor	\$24.72	\$988.80
Community Program Supervisor	\$24.72	\$988.80
Community Center Supervisor	\$24.72	\$988.80
Facilities Maintenance Supervisor	\$27.30	\$1,092.00

Position	Pay Frequency	Start	12 Mos.	24 Mos.	36 Mos.	60 Mos.	120 Mos.
Highway Foreman	Hourly	\$31.30	\$31.30	\$32.06	\$32.06	\$32.84	\$33.59

July 1, 2023 (3% increase included)

Position	Hourly Base Rate	Weekly Base Rate
Tax Assessor	\$42.24	\$1,689.60
Code Enforcement Officer	\$35.74	\$1,429.60
Deputy Treasurer/Tax Collector/Bookkeeper	\$32.13	\$1,285.20
Deputy Town Clerk	\$25.25	\$1,010.00
Youth Program Supervisor	\$25.46	\$1,018.40
Community Program Supervisor	\$25.46	\$1,018.40
Community Center Supervisor	\$25.46	\$1,018.40
Facilities Maintenance Supervisor	\$28.12	\$1,124.80

Position	Pay Frequency	Start	12 Mos.	24 Mos.	36 Mos.	60 Mos.	120 Mos.
Highway Foreman	Hourly	\$32.24	\$32.24	\$33.02	\$33.02	\$33.83	\$34.60

Section 2. The wages listed in Section 1 are base amounts that do not include additional payments for longevity.

Section 3. In the event any new rates or job titles are added- to any unit, the Town shall negotiate wages with the Union.

Section 4. Longevity is paid as follows:

- A. Two (2%) percent after four (4) years of service.
- B. Four (4%) percent after eight (8) years of service.
- C. Six (6%) percent after twelve (12) years of service.
- D. Eight (8%) percent after sixteen (16) years of service.
- E. Ten (10%) percent after twenty (20) years of service.
- F. Twelve (12%) percent after twenty-four (24) years of service.
- G. Fourteen (14%) percent after twenty-eight (28) years of service.

Section 5. After completing the required years of continuous service, an employee's longevity payment is computed annually on his/her anniversary date, and based upon his/her base annual salary. If an employee receives a salary increase in base salary, longevity is computed using his/her new annual base salary.

Section 6. New employees who have prior experience and the required certifications in a similar position may be granted a lateral transfer upon the request of the Town Manager. The Town Manager may elect to start the new employee with up to 4% longevity and up to 15 days' vacation.

Section 7. During the effective period of this Agreement, the annual salaries of employees are paid weekly on Thursday through mandatory direct deposit to an approved financial institution.

Section 8. The Highway Foreman will receive twenty dollars (\$20) bonus for each winter-related call-in during the previous November 15-April 15. Payment will be made the last payroll period in April.

The Highway Foreman will receive will receive a one-time winter “call in” stipend each year at a rate effective, in accordance with the following table:

July 1, 2021	July 1, 2022	July 1, 2023
\$160 per year	\$240 per year	\$300 per year

Section 9. If an employee is required to perform the duties of a higher-ranking position, to fill in for an absence in excess of two (2) consecutive weeks, the employee will receive the base pay rate of the position for the period of time they are performing the duties.

ARTICLE 13 - PROBATIONARY PERIOD

Section 1. The purpose of the probationary period is to provide an opportunity for the Town to determine whether or not an employee has the abilities and attributes that will qualify him/her for regular employee status, provided, however, that employees hired prior to the effective date of this Agreement are subject to the probationary period in effect at the time of their hiring. During this probationary period, an employee may be laid off or terminated based upon the sole discretion of the Town and without regard to his/her length of service.

Section 2. Probationary periods for the positions covered under this Agreement are for one (1) year from date of hire.

Section 3. An employee is retained beyond the end of his/her probationary period only if his/her Department Head and the Town Manager affirm in their written evaluation of the employee that his/her services have been found to be satisfactory.

Section 4. All employees retained after said probationary period are placed on the seniority list as regular employees.

ARTICLE 14 - RETIREMENT

Section 1. Employees are entitled to participate in the Maine Public Employees Retirement System (MainePERS) in accordance with the requirements of the Maine Public

Employees Retirement System. Participation in the Maine Public Employees Retirement System is voluntary on the part of each employee covered by this agreement.

Employees currently participating in MainePERS may on a voluntary basis participate in the ICMA-RC in accordance with the Kittery Administrative Code, Chapter 2.20.160 L. 1 & 2. There is no employer match for voluntary participation in the ICMA plan.

Section 2. Effective July 1, 2001, the Town agreed to expand the coverage of the ICMA- RC 457 plan currently in effect. This plan is available for current employees who are not enrolled in the Maine Public Employees Retirement System and any newly-hired employee who wishes to enroll in the ICMA plan instead of the MainePERS plan. The Town will match the employee's contribution into the 457 plan, up to a maximum Town contribution of six percent (6%). The Town will make a contribution to either MainePERS or the ICMA plan, but not both.

ARTICLE 15 - UNION SECURITY

Membership in the Union is not compulsory. Employees have the right to join, not to join, maintain or drop their membership in the Local Union as they see fit.

Neither party may exert any pressure on, or discriminate against, any employee in regard to such matters. In this regard, thirty (30) days after the date of hire or effective date of this agreement, whichever is later, employees will elect to join or not join the Union.

All employees who are members of the Union as of the date of this Agreement, and all employees who hereafter become members of the Union shall maintain their membership in good standing in the Union for the duration of this Agreement.

If an employee chooses not to join the Union, the employee may elect to pay 80% of their current dues for representation purposes. If an employee does not elect either membership or the 80% fee for presentation, and desires representation, the employee shall pay the Union directly for the costs of representation.

ARTICLE 16 - DEDUCTION OF UNION DUES

Section 1. The Town shall deduct regular monthly dues and fees (on a weekly basis) upon receipt of signed authorization from members (a copy of which is to be retained by the Town) and a certified statement from the Secretary-Treasurer of the Union as to the amount for dues and fees. The Town shall forward all such dues and fees collected to the Secretary-Treasurer of the Union by the 10th of the following month in which deductions were made.

Section 2. The Union shall indemnify and save the Town harmless from any liability that may arise out of the Town's reliance upon any payroll deduction authorization cards presented to the Town by the Union. Such indemnification applies to damages that are sustained as a result of procedural errors or due to reason of mistake of fact that was in the control of or the responsibility of the Union.

ARTICLE 17 · UNION ACTIVITIES

Any employee, who is a member of the Union and who acts in any official capacity whatsoever on behalf of the Union, will not be discriminated against for his/her acts as a member of the Union so long as such acts do not interfere with the conduct of the Employer's business and are in conformance with the requirements of this Agreement, nor will there be any discrimination against any employee, by the Town or the Union, due to his/her membership in the Union and activities on behalf of the Union, or as a result of his/her lack of membership in the Union or lack of participation in the Union's activities.

ARTICLE 18 - IDENTIFICATION FEES

Should the Employer find it necessary to require employees to carry personal identification, such requirement shall be complied with by the employees. The cost of such personal identification is borne by the Employer.

ARTICLE 19 - SEPARABILITY AND SAVINGS CLAUSE

If any article or section of this Agreement, or any supplement thereto, should be held invalid by operation of law or by the final decision of any tribunal of competent jurisdiction, or, if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and its supplements are not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for said article or section.

ARTICLE 20 - NON-DISCRIMINATION

It is the policy of the Town not to discriminate against any applicant or employee because of race, religion, color, age, sex, sexual orientation, national origin, ancestry, genetic information or physical or mental disability in the selection, placement, compensation, training and advancement of employees. The Town Manager is the designated person responsible for the enforcement of this nondiscrimination policy.

ARTICLE 21 – HOLIDAYS

Section 1. The following holidays are paid holidays for all employees covered by this agreement:

1. New Year's Day
2. Martin Luther King Jr. Day
3. President's Day
4. Patriot's Day
5. Memorial Day
6. Juneteenth
7. Independence Day
8. Labor Day
9. Columbus Day
10. Veteran's Day
11. Thanksgiving Day
12. Christmas Eve (Half Day)
13. Christmas Day
14. New Year's Eve (Half Day)

Section 2. If an observed holiday occurs during the work week in which an employee is actually on scheduled vacation, the employee will not be charged with a vacation day for the observed holiday.

Section 3. For employees who work Monday through Thursday, any holiday falling on Friday will be observed on the preceding Thursday, any holiday falling on Sunday will be observed on the following Monday, and any holiday falling on Saturday will be converted to a personal day. The converted personal day must be used in accordance with Article 23.

For employees who work Monday through Friday, any holiday falling on a Saturday will be observed on the preceding Friday, and any holiday falling on a Sunday will be observed on the following Monday.

ARTICLE 22- HOLIDAY PAY

Section 1. In the event an employee, who is entitled to overtime pay, is ordered in to work works any recognized legal holiday, as listed in this Agreement, he/she receives his/her regular holiday pay based upon the normal work day of ten (10) hours or eight (8) hours, depending on the employee's normal work schedule, plus overtime for actual hours worked, at the rate of one and one-half (1 ½) times his/her normal straight-time rate of pay, but the receipt of said overtime pay is contingent upon his/her meeting the following conditions:

- 1) The employee will be on authorized paid status the days immediately preceding and following said holiday.
- 2) The employee will have accumulated forty (40) hours during the pay period in which the holiday occurs.

An employee, not working the recognized legal holiday, receives his/her normal, straight-time rate of pay for

said day based upon the normal work day of ten (10) hours or eight hours, depending on the employee's normal work schedule, provided the employee is in an authorized paid status the days immediately preceding and following said holiday.

Section 2. An employee may elect to take another day off with pay, in lieu of receiving additional holiday pay, at a mutually agreed upon time, provided that the Town may impose reasonable limitations upon any such election arising out of manpower and workload requirements of the Town and the availability of qualified, replacement personnel.

ARTICLE 23 – PERSONAL DAYS

Employees are entitled to 3 personal days each calendar year. With the approval of the Department Head, employees are eligible to take their personal days. Personal days must be taken during the year they are accrued and will not be carried over to the next calendar year. Personal days may be taken in hourly increments.

ARTICLE 24 - INSURANCE

Section 1. The Town shall contribute to the Allegiant Care (“Allegiant”) or its actuarial equivalent (equivalency is subject to mutual agreement) eighty-five (85%) percent of the total premium for family, two person or single coverage per month, payable at the office of Allegiant monthly on the fifth day of the month following the month in which due. The employees shall contribute the remaining fifteen (15%) percent each month through weekly payroll deductions. In years 2 and 3 of this Agreement, any premium increases from Allegiant of more than two (2%) percent shall be shared equally between the Town and the employee. (Example: 3% increase to the policy would result in 2% being affected by the 85/.15, 1% is split equally). The above listed Town contribution represents the Town's maximum percentage payment and the employee's maximum percentage payment is twenty (20%) percent. The Town is responsible for remitting the employer and employee shares of the premium on a monthly basis to the Trust. In addition, Allegiant shall endeavor to offer multiple plan designs for the employees' option within the term of this agreement.

The liability of the Town may not exceed the above amounts together with any and all delinquency and interest charges.

The Town agrees that its Agreement hereunder constitutes an obligation for the sums herein provided directly to Allegiant, and further that the Town will be bound by the terms and provisions of the Trust Indenture of Allegiant and any and all amendments thereto, as well as applicable rules and regulation from time to time promulgated by the Trustees thereto.

The Town is not responsible for the administration of the Plan and is held harmless for any claims made against Allegiant.

Section 2. The Town shall provide Workers' Compensation coverage as required by State Statute. The Town agrees to pay its share, plus the employee's share, of Maine Public Retirement System (MainePERS) for as long as the employee remains out of work due to the work-related injury/illness. If an employee returns to work on a partial basis, the employer's share of MainePERS is prorated. If the injury or illness qualifies as FMLA, the employee will be notified they are being placed on FMLA. Employees may use their accrued earned time to offset the difference between their workers' compensation benefit and their weekly wage in order to make themselves whole. This includes any waiting period that may exist under the Maine Workers' Compensation Statute.

Section 3. Disability/Life/Accidental Death and Dismemberment Insurance: Disability, life, and accidental death and dismemberment insurance shall be provided by the Town for all full-time employees. The Town shall assume the cost for all full-time employees. Primarily, the plan will provide for fifty-two (52) weeks of benefits commencing on the thirty-first (31st) day following an accident or sickness. The life insurance benefit equals the employee's annual salary rounded to the next highest \$1,000.00.

Section 4. The Town will pay the monthly health insurance premium for the single person level of coverage for any unit member who retires from the Town of Kittery after having worked for the Town of Kittery for a minimum of fifteen (15) years and having met the age and/or years of service requirements contained in the MainePERS policy currently in effect for that particular employee. Should the retiree choose to elevate the health insurance coverage level to a two-person coverage plan or family coverage plan, the retiree will be responsible for any additional premiums owed to the insurance provider. The additional payments shall be made to the Town on a monthly basis. The Town will forward all required payments to the insurance carrier on behalf of the retiree. Upon reaching the age of eligibility for Medicare, the employee's health insurance plan will be converted to the Medex 2 supplement plan through Allegiant, or a comparable plan. The Town shall contribute seventy (70%) percent of the total premium for the Medex 2 supplement plan through Allegiant, or a comparable plan. Any additional premiums required for spousal conversion to a companion plan are the responsibility of the retiree.

In the event that it becomes necessary to change insurance providers, the Town will ensure that there is no lapse of coverage of the retiree and that the new coverage level will be comparable to the existing level of coverage.

The fifteen-year minimum service requirement applies only to any employee hired after May 1,2004.

Section 5. The Town agrees to provide the employees with the opportunity to participate in a Flexible Spending Account (FSA) under Section 125 of the IRS rules, which will include the employee paid portion of the qualified insurance programs. The Town will contract with a professional firm to provide administration for the FSA. Employees may choose to enroll in the debit card program; however, employees will be responsible for the debit card's annual fee.

ARTICLE 25 - SOCIAL SECURITY

The Town agrees to pay its required Social Security premiums in accordance with provisions of the Agreement between State Agency and Political Subdivision of the State of Maine for the purpose of extending Social Security benefits to the employee of such Political Subdivision and its subsequent amendments which Agreement was entered into between the Maine State Retirement System and the Town in 1952.

ARTICLE 26 - TRAVEL

The Town agrees that employees furnishing their own vehicles for transportation directly related to their work will be paid mileage at current mileage reimbursement rate established by the IRS. To be eligible for such payments, a municipal vehicle must not be available to the employee, and therefore an employee must use his/her personal vehicle while on the job.

ARTICLE 27 - BULLETIN BOARDS

Section 1. The Town shall make available bulletin board space for the use of the Union at each work location where bulletin boards are presently provided for the purpose of posting bulletins, notices, and other materials. The posting of any Union materials is restricted to such bulletin board space only, except that, in each work location where bulletin board space is not provided for the Union, the Town shall designate an appropriate

alternative space where such materials may be posted.

Section 2. In no instance may the Union post any material that is profane, obscene, or defamatory to the Town, its representatives, or any individual, or which constitutes campaign material between competing employee organizations, if it is determined that the posting of such material would violate any obligation of the Town for neutrality. Union is solely responsible for the accuracy and ethical standards of any material posted pursuant to this article.

Section 3. The Town reserves the right, upon consultation with the Union, to remove any materials that do not relate to Union business or which are in violation of this article.

Section 4. All posted Union materials shall be signed by an authorized representative of the Union.

ARTICLE 28 - SEPARATION OF EMPLOYMENT

Upon separation of employment and prior retirement, the Employer shall pay the employee full face value of all accrued vacation, holiday, and compensatory time on the payday in the week following such separation.

ARTICLE 29 - RESERVE SERVICE LEAVE

Section 1. Leaves of absence are granted to employees who are active in the National Guard, or a branch of the Armed Forces Reserve, for the purpose of fulfilling their training obligations and/or responding to any civil disorder. Written notification for leaves of absence for such purposes will be made to the Town Manager as soon as possible after the employee's receipt of orders.

Section 2. If an employee is granted a leave of absence for the purposes herein set forth and if his/her daily rate of compensation for such government service is less than the gross daily rate that he/she would have earned had he/she been providing service to the Employer, then the Town shall pay the employee the difference between the pay rates.

Section 3. The employee utilizing reserve leave shall furnish the Town with an official statement of reserve service pay received and reserve service time served.

Section 4. For the purpose of this section, the phrase "daily rate of compensation" is defined as the employee's normal, daily straight-time rate of pay, and does not include overtime or call-in time.

ARTICLE 30 - MILITARY LEAVE

The Town agrees to provide all benefits as required by the Selective Service and Training Act and any other applicable laws then in effect.

ARTICLE 31 - LEAVE WITHOUT PAY

Section 1. An administrative or special leave may be granted to an employee, with approval by the Town Manager, for the purpose of settling the estate of a member of the immediate family, for educational purposes when such education will foster a systematic

improvement of the knowledge and/or skills required in the performance of his/her work, for illness or injury

when such leave extends beyond the employee's earned sick leave days, and for other reasons that may be beneficial to the employee and the Town.

Section 2. All such leave will be without pay, not disrupt the normal operations of the employee's department, and be specific as to its duration, with 12 weeks, being the maximum duration. Any leave which falls under FMLA will be subject to the Town of Kittery's FMLA policy.

Section 3. The employee is expected to return to work upon the expiration of an approved leave or to arrange for an extension of the leave with the Town Manager prior to its expiration. Failure on the employee's part to return to work upon the expiration of an approved leave without having made prior arrangements for an extension of said leave is deemed a resignation from Town employment.

Section 4. An application for leave without pay must be in writing and must specifically state the reasons for such application and the length of time requested. Should the reason be for illness or injury, such request must be substantiated with a physician's statement, and the cost of such statement will be paid by the employee.

Section 5. All leave without pay is subject to the condition that the Town Manager may cancel the leave for just cause at any time upon prior written notice to the employee that specifies a reasonable date of termination of the leave and the reason for such cancellation.

Section 6. Upon application of an employee who has exhausted his/her paid sick leave time, a leave of absence without pay may be granted by the Town Manager for a period of disability, due to sickness or injury, the first time that a request is made for the same illness. The Town Manager may, from time to time, require that the employee submit a certificate from the attending physician certifying the need for continued leave. In the event of a failure or a refusal to supply such a certificate, the Town Manager may cancel such leave and require the employee to report for work on a specified date. Should the employee fail to report as required, his/her employment may be terminated.

Section 7. An employee is eligible to request an unpaid leave without pay upon the completion of one (1) year of continuous employment.

Section 8. Time spent on leave of absence is not credited toward vacation leave and sick leave, and an employee on said leave of absence without pay is not eligible for holiday pay. An employee on leave of absence without pay will have to pay for his/her/her own health insurance premiums and any other benefit deducted. from their regular paycheck.

ARTICLE 32 - SICK LEAVE

Section 1. Sick leave is accumulated at the rate of one (1) day per month to a maximum of one hundred fifty (150); said accumulation could be applied to retirement, as permitted by the Maine Public Employees Retirement System. The remaining days will be given as early retirement. At the end of the calendar year (December 31), all sick leave over one hundred fifty (150) days will be given back and the Town will pay fifty (50%) percent of the face value, at the employee's normal rate of pay for the days that were given back. There will be no sick leave buy back for employees hired after July 1, 2014. A day for each employee will be consistent with Article 4 Section 2.

Section 2. Employees, who retire or resign from the Town (after a minimum of ten (10) years of continuous service) and who have accrued vacation and sick leave time to their credit at the time of such resignation or retirement, are paid the wages equivalent to the vacation and sick leave. Sick leave payments are made only when separation is in good standing. There will be no sick leave buy back for employees hired after July 1, 2014.

Section 3. Qualified employees are eligible for paid, sick leave from and to the extent of their unused, accumulated, paid, sick leave credits in the following situations:

- A. When it is established to the Town's satisfaction that the employee is incapacitated and cannot safely perform the employee's duties due to sickness, pregnancy, or injury.
- B. When it is established that, due to exposure to a contagious disease, the health of others would be affected by attendance at work. A physician's statement recommending absence from work is required.
- C. When it is established that an illness exists in the immediate family of the employee, and then for such periods as the attendance of the employee is necessary. The term immediate family is defined as including spouse, domestic partner, children, grandchildren, parents, mother-in-law, father-in-law, domiciled with the employee. In addition, immediate family also includes other relatives domiciled with the employee.
- D. Employees will be allowed to utilize up to forty (40) hours of sick time to care for their spouse, parents or children who are not domiciled with the employee.

Section 4. If an employee is absent for more than three (3) consecutive days, or in cases of suspected abuse, the Employer may require medical proof for said sick leave, in which case the employee involved may be required to provide a written statement from his/her physician certifying the necessity for said absence, and the ability of the employee to return to work and perform the required functions of the employee's duties. Should the Employer require a medical statement, the Employer shall pay the portion of the cost for the visit which is not covered by medical insurance.

Section 5. In order to qualify for sick leave payments, an employee must notify his/her Department Head, or, in the Department Head's absence, the Department Head's designee, not later than the employee's normal starting time, on the first day of the absence. In addition to the above, the employee, if absent three (3) or more consecutive days, is required to provide a physician's statement, and will notify his/her department head when his/her physician has cleared him to return to work. An employee is required to provide at least 30 days' notice, whenever such leave is foreseeable.

Section 6. No employee will be reimbursed for outstanding sick leave if the employee is discharged by the Town. Nothing in this section impairs the parties or an arbitrator in crafting a settlement arrangement following a grievance.

Section 7. Whenever sick leave payments are made under this article, the amount of such payments/hours will be deducted from the employee's unused, accumulated sick leave.

Section 8. In the event the employee is temporarily disabled to the extent that the employee is unable to perform all of the duties and functions normally required of the employee, the Town Manager, in his/her

judgment, may approve the employee returning to work on a limited duty basis. It is understood and agreed that the Town Manager has the sole and complete discretion and authority to determine the number of employees who may be allowed to work on a limited duty basis, if any, and the duration thereof.

Section 9. Falsification of evidence in substantiating sick leave is cause for disciplinary action.

Section 10. In the event of death of an employee with more than ten (10) years of service, the Town shall pay to the employee one hundred percent (100%) of the employee's accumulated unused sick leave. There will be no sick leave pay out for employees hired after July 1, 2014.

ARTICLE 33 - BEREAVEMENT LEAVE

Section 1. An employee may be excused from work for up to five (5) days of work, due to a death in his/her immediate family, without loss of pay or other benefits. The term "immediate family" means spouse, domestic partner, parents, step-parents, children, step-children, brother, sister, grandmother, grandfather, mother-in-law, and father-in-law. Up to three (3) days of leave may be granted for the death of other relatives, upon approval of the Town Manager.

Section 2. During this absence, an employee will be paid at his/her regular base rate of pay for the scheduled hours of work missed. Not more than eight (8) per day may be paid under this article. It is intended that this time be utilized for the purpose of handling necessary arrangements for and attendance at the funeral.

Section 3. An employee, wishing to utilize bereavement leave, shall notify the Department Head or the Town Manager by e-mail or phone call and will indicate the number of days requested and the reason for said request.

Section 4. In the event of an employee's death, representative employees, determined mutually by the Town Manager and the Union, may utilize leave without pay for the purpose of attending the funeral.

ARTICLE 34 – VACATION

Section 1.

- A. Town employees will not receive extra pay in lieu of utilizing vacation leave.
- B. The vacation calendar for all Town employees is from January 1st to December 31st. A maximum of forty (40) hours of vacation may be saved from one year to the next. Additional hours may be carried over with approval of the Town Manager.

Section 2. Entitlement to vacations under this article is determined as of the employee's anniversary date of each year.

- A. Employees will receive forty (40) hours of vacation upon completion of six months of continuous service, and an additional forty (40) hours of vacation upon completion of one (1) year of continuous service.
- B. Employees who have completed more than one (1) year of currently continuous service, but less than five (5) years, will receive eighty (80) hours of annual vacation leave.

- C. Employees who have completed five (5) years of currently continuous service, but less than ten (10) years, receive one hundred twenty (120) hours of annual vacation leave.
- D. Employees who have completed ten (10) years of currently continuous service, but less than fifteen (15) years receive one hundred sixty (160) hours of annual vacation leave.
- E. Employees who have completed fifteen (15) years or more of currently continuous service, but less than twenty (20) years receive one hundred ninety (190) hours of annual vacation leave.
- F. Employees who have completed twenty (20) years or more of currently continuous service, receive two hundred (200 hours) hours of annual vacation leave.

Section 3. In the event that an employee covered under this Agreement dies during the term of this Agreement, his/her accrued vacation credits, if any, will be paid by the Town, in equivalent wages, to the employee.

Section 4. In the event of the dismissal of an employee for cause, or if an employee voluntarily leaves, or retires from his/her employment, said employee is entitled to vacation pay for all unused vacation earned.

Section 5.

- A. A day of vacation pay will be consistent with Article 4 and Section 2.
- B. The Employer shall determine the number of employees who can be assigned for vacation purposes at any one time, provided, however, that any such determination will be based upon the anticipated manpower and work load requirements of the Town.

Section 6. The Town will make every effort to see that employees, who have scheduled their vacation time, receive it when scheduled; but due to unforeseen required work or other emergency situations, if the employee is unable to take his/her vacation during the assigned period, the Town Manager shall make every effort to reschedule a vacation period convenient and agreeable to the employee and the Town in the calendar year in which the employee's vacation period was assigned.

Section 7. A newly-hired employee becomes eligible to utilize accrued vacation leave upon the successful completion of six (6) months of continuous employment. Employment begins on an employee's first full day on the job, and time on layoff, suspension, or leave without pay is not counted in determining the date of completion of a full month or a full year of employment.

ARTICLE 35 - USE OF FACILITIES

Section 1. The Town shall provide to the Union use of appropriate rooms for meetings of employees and representatives of Union, provided that the following conditions are met:

- A. Rooms must be reserved in advance.
- B. Such meetings must be held during non-working hours.

C. Meetings of regular Town Boards, commissions, and committees receive preference in the scheduling of the use of rooms.

Section 2. The business agent, stewards, and secretary of the Unit are permitted to use, in conjunction with their Union duties, Town telephones to which they normally have access for non-toll or toll-free calls.

Section 3. The Town shall provide all members of the Unit with one (1) free annual pass to Fort Foster.

Section 4. The Town shall provide all employees with a free annual Kittery Community Center membership.

ARTICLE 36 - EMPLOYEE DEVELOPMENT AND TRAINING

Section 1. To the extent made possible through the annual allocation of budgeted funds, the Town will attempt to provide funding for training that is directly related to the duties of an employee's job.

Section 2. An employee wishing to attend a training course or seminar shall make a written request to the Town Manager to do so, and said written request will include, at a minimum, the date, time and length of the training; the location of the training; the tuition/registration cost and other costs associated with attendance; the reason(s) that said training would prove beneficial to the Town and to the employee.

Section 3. Complete and final authority rests with the Town Manager to review, and upon completion of said review, to approve or deny said requests for training.

ARTICLE 37 - PROTECTION OF EMPLOYEES

Section 1. No employee will suffer a reduction in existing salary for a period of one (1) year as a result of reclassification or reallocation of his/her position.

Section 2. It is agreed that all employees will have clean, dry, heated areas, as now exist, in which to eat their lunches.

Section 3. Absence for the purpose of attending court as a witness on behalf of the Town, or for jury duty, is not chargeable as leave and will not result in loss of pay. When called to perform these civic duties, the employee will promptly notify the Employer and submit a copy of the official summons for jury duty or witness service as far in advance as possible prior to the beginning of such service. Upon completion of such service, the employee will present to the Employer written evidence of the time served on such duties. The employee will turn over to the Town any jury fee, but will keep any travel pay.

Section 4. The Town shall pay the reasonable cost of the repair or replacement of an employee's clothing that is damaged or destroyed while working. Payment will not be made for the repair or replacement of the above items if due to negligence on the employee's part.

ARTICLE 38 - PERSONNEL FILES

Section 1. Upon request to the Human Resources Manager, an employee is permitted, at any reasonable time during normal working hours, to review the materials in his/her personnel file. He/she is allowed to have placed in such file a response to anything contained therein that he/she considers to be adverse.

Section 2. Upon request to the Human Resources Manager, an employee will be provided with an initial copy of any or all materials in his/her personnel file. Should a subsequent request be made for a copy of the same materials, an employee will be charged the current cost per page for copying materials for the general public.

Section 3. Copies of all materials to be placed in an employee's personnel file will be given to such employee simultaneously with placement in the personnel file.

ARTICLE 39 - LEAVE WITH PAY FOR NEGOTIATIONS

One Unit member designated by the Union is granted administrative leave with pay to that individual Town employee so designated by the Union to participate in the collective bargaining meeting(s), mediation proceedings, fact-finding, and/or arbitration proceedings. The Union shall give a twenty-four (24) hour notice to the Town's negotiator whenever a Town employee who is a bargaining unit member is required to attend any meetings.

ARTICLE 40 - MANAGEMENT RIGHTS

The parties hereto recognize and agree that, except as specifically limited or abrogated by the terms and provisions of this agreement, all rights to manage, direct and supervise the operations and personnel covered under this agreement are vested in the Employer, in a full unrestricted manner, as provided by the laws of the State of Maine and the Town of Kittery.

ARTICLE 41 - COPIES OF AGREEMENT

The Town shall have this agreement reproduced and shall furnish one copy to each member of the bargaining units with the Union as soon as practicable following final agreement by the parties upon the terms and conditions of this agreement.

ARTICLE 42 - DURATION OF AGREEMENT

Section 1. This agreement is effective as of July 1, 2021 and it remains in full force and effect until June 30, 2024. It is be automatically renewed from year to year thereafter unless either party notifies the other, in writing, at least one hundred and twenty (120) days prior of the anniversary date that it desires to modify this agreement. In the event that such notice is given, negotiations begin no later than sixty (60) days prior to the anniversary date. This agreement remains in full force and is effective during the period of negotiation and until notice of termination of this agreement is provided to the other party in the manner set forth in the following paragraph.

Section 2. In the event that either party desires to terminate this agreement, written notice of desire to cancel or terminate the agreement must be given to the other party not less than sixty (60) days prior to the desired termination date, which may not be before the anniversary date set forth in the preceding paragraph.

Section 3. In the event of an inadvertent failure by either party to give the notice set forth in Sections 1 and 2 of this Article, such party may give such notice at any time to the termination or automatic renewal of this agreement.

IN WITNESS WHEREOF, the parties hereto have set forth hands and seals this
_____ to be effective as of July 1, 2021.

Town of Kittery

Teamsters Local Union No. 340
affiliated with the International Brotherhood of
Teamsters



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

REPORT TO TOWN COUNCIL

Meeting Date: March 14, 2022
From: Kendra Amaral, Town Manager
Subject: Diversity, Equity & Inclusion Ad Hoc Committee
Councilor Sponsor: Chairperson Judy Spiller, Councilor Mary Gibbons Stevens

OVERVIEW

The Town Council adopted, as part of its annual goals, to develop a plan to review and change where necessary and appropriate, Town ordinances, policies, and practices to assure fairness, equity, and inclusion for all Kittery residents and visitors; and to establish a committee to this end, working with the Town Manager to identify a process, experts, and resources to assist.

The first step in this effort is to establish an ad hoc committee. Attached is the proposed charge and membership for the Ad Hoc Committee. The intended goal is to have an actionable charge that leads to recommendations for actions by the Council and town.

The Ad Hoc Committee as proposed is fairly large for a committee. The intended goal is to have both a strong representation from citizen members, and the engagement of the various jurisdictional and advisory boards, commissions, and committees that have a stake in this work.

RECOMMENDATION

Establish the Ad Hoc Committee as recommended and appoint Council members to the Committee.

ATTACHMENTS

- Draft Ad Hoc Committee Charge
- Draft Application for at-large citizen members

DIVERSITY, EQUITY & INCLUSION AD HOC COMMITTEE

CHARGE

The **KITTERY TOWN COUNCIL** hereby establishes the Diversity, Equity & Inclusion Ad Hoc Committee (DEI Committee) as follows:

1. The DEI Committee is charged with the following objectives:
 - a. Develop and articulate the Town's goals and expectations for a diverse, equitable, and inclusive community;
 - b. Evaluate the Comprehensive Plan, existing ordinances, master plans, goals, and policies for opportunities and barriers to achieving the Town's DEI goals and expectations; and
 - c. Recommend action steps to the Council which may include guidance for developing the Comp Plan update, revisions to ordinances and policies, procedures for evaluating new ordinances and policies, establishing a standing DEI Committee, and other actions that will advance the Town's efforts to achieve its DEI goals and expectations.
2. The DEI Committee will consist of the following members, selected to represent a broad range of stakeholders, jurisdictional authorities, and advisory entities in Town:
 - a. 6 at-large residents appointed by the Town Council
 - b. 2 Town Councilors appointed by the Town Council
 - c. 1 representative each from: Planning Board, Port Authority, Library Advisory Committee, Kittery Community Center Board of Directors, Housing Committee, Economic Development Committee, Climate Adaptation Committee, and School Committee.
3. The Council wishes to appoint the resident representatives, as recommended by the two Council members and Town Manager. The recommended resident appointees will be selected from a pool of candidates who apply to be on the DEI Committee, and who present beneficial perspectives, experiences, insight, and interest in the Town's DEI effort, and are available to actively participate in the DEI Committee's work.
4. The Town Manager, Director of Planning and Development, and Police Chief will serve on the committee as ex officio non-voting members.
5. The Council expects the DEI Committee to provide progress reports to the Council at appropriate times.
6. The Committee is expected to encourage input and participation from residents, businesses, and experts in the execution of its tasks.
7. The Committee will meet as often as it determines necessary to complete its work.
8. The Committee reports to the Town Council as a whole. It has no authority with municipal departments and staff, except as may be requested of, and directed by, the Town Manager. The Town Manager will be responsible for ensuring the meetings, records, and potential monies

associated with the work of the DEI Committee are managed in accordance with State Law, Town Code, and Town policy.

9. The Council may dissolve this Committee and/or establish a standing committee in Title 4 of the Kittery Town Code, upon and in accordance with recommendations from the DEI Committee, or within two years of the DEI Committee's establishment; whichever occurs first.



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

APPLICATION FOR APPOINTMENT TO
DIVERSITY, EQUITY & INCLUSION AD HOC
COMMITTEE

NAME: _____

RESIDENCE: _____

MAILING (if different) _____

E-MAIL ADDRESS: _____

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

The Town Council is seeking to appoint an ad hoc committee that represents diverse experiences, voices, and interest in assisting the Town develop goals and expectations for a diverse, equitable, and inclusive community. The ad hoc committee will conduct its work over the next 12 to 24 months, and conclude with recommended actions steps for the Council to take relative to the Comprehensive Plan, ordinances, policies, among others. Please respond the questions below. Please feel free to attach a separate piece of paper if additional space is needed.

1. Why are you interested in participating in the Diversity, Equity & Inclusion Ad Hoc Committee?

2. How do you see yourself contributing to building a diverse, equitable, and inclusive community in Kittery?

3. How do you think the Ad Hoc Committee should approach the challenge of developing recommendations where there are a broad range of opinions on this matter?

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

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

SIGNATURE OF APPLICANT

DATE

Title 30-A: MUNICIPALITIES AND COUNTIES

§2605. Conflicts of interest

1. Voting. The vote of a body is voidable when any official in an official position votes on any question in which that official has a direct or an indirect pecuniary interest.

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

When an official is deemed to have a direct or indirect pecuniary interest, the vote on the question or the contract is not voidable and actionable if the official makes full disclosure of interest before any action is taken and if the official abstains from voting, from the negotiation or award of the contract and from otherwise attempting to influence a decision in which that official has an interest. The official's disclosure and a notice of abstention from

taking part in a decision in which the official has an interest shall be recorded with the clerk or secretary of the municipal or county government or the quasi-municipal corporation.

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

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