



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

December 27, 2017

Council Chambers

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

1. Call to Order
2. Introductory
3. Pledge of Allegiance
4. Roll Call
5. Agenda Amendment and Adoption
6. Town Manager's Report
7. Acceptance of Previous Minutes
8. Interviews for the Board of Appeals and Planning
9. All items involving the town attorney, town engineers, town employees or other town consultants or requested officials.

(120217-1) The Kittery Town Council moves to receive and accept the 2017 Audit Report.

10. PUBLIC HEARINGS

11. DISCUSSION

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

12. UNFINISHED BUSINESS

(120117-4) The Kittery Town Council moves to approve a renewal application from Loyal Order of Moose #444, 76 US Route 1, Kittery for a Special Activity Amusement Permit for Loyal Order of Moose #444, 76 US Route 1.

13. NEW BUSINESS

- a. Donations/gifts received for Council disposition.

(120217-2) The Kittery Town Council moves to accept a donation in the amount of \$120 from Donald and Nicole Kerr to be deposited in account #5007-67500 Thresher Memorial Fund.

b. (120217-3) The Kittery Town Council moves to approve the disbursement warrants.

c. (120217-4) The Kittery Town Council moves to receive a report on the 2017 Town Manager and Town Council goals.

d. (120217-5) The Kittery Town Council moves to approve a renewal application from Weathervane Seafoods, Inc., 306 US Route 1, Kittery, Maine for a Malt, Spirituous and Vinous Liquor License for Weathervane Seafoods, 306 US Route 1.

e. (120217-6) The Kittery Town Council moves to approve a renewal application Loco Coco's Tacos, Corp., 36 Walker Street, Kittery, Maine for a Malt, Spirituous and Vinous Liquor License for Loco Coco's Tacos, 36 Walker Street.

f. (120217-7) The Kittery Town Council moves to approve a renewal application from The Ares LLC, 68 Wallingford Square, Kittery, Maine for a Malt, and Vinous Liquor License for Aj's Wood Grill Pizza, 68 Wallingford Square.

g. (120217-8) The Kittery Town Council moves to approve a renewal application from Tasty Thai, Inc., 599 Lafayette Road #6, Portsmouth, NH for a Malt, Spirituous and Vinous Liquor License for Tasty Thai, 182 State Road.

h. (120217-9) The Kittery Town Council moves to schedule a public hearing on proposed amendments to Title 2 Administration and Personnel – Town Clerk, of the Kittery Town Code.

i. (120217-10) The Kittery Town Council moves to schedule a public hearing on proposed amendments to Title 2 Administration and Personnel – 2.3.4 and 2.3.6 of the Kittery Town Code.

j. (120217-11) The Kittery Town Council moves to approve and sign a three-year labor contract from July 1, 2017 thru June 30, 2020, for the Clerical unit.

14. COUNCILOR ISSUES OR COMMENTS

15. COMMITTEE AND OTHER REPORTS

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

16. EXECUTIVE SESSION

17. ADJOURNMENT



TOWN OF KITTEERY
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
December 27, 2017**

1. **Love Lane "No Dogs" Sign** – Council requested a follow-up regarding the land on which the "No Dogs" sign is erected and whether it is public or private. The sign is on public property. Current Town Ordinance does not prohibit dogs from this area. It is an unenforceable sign and one we can remove.
2. **Library Board of Directors Meeting** – Finance Director Patricia Moore and I met with the Library Board of Directors on Tuesday, December 19th. The purpose of the meeting was to re-launch a discussion about the Library becoming a department and to discuss next steps coming out of the non-binding referendum vote on the Library facility. It was a positive meeting with a lot of good questions and discussion. Enclosed is the financial analysis report presented by Ms. Moore.

We discussed the potential to create three committees with Library Board, Town Council, and staff involvement to move forward. The committees include:

- A committee to negotiate the details of incorporating the Library into the town as a department;
- A design committee to take the next steps on advancing the building project; and
- A Taylor building committee to develop a disposition strategy for the parcel.

I was informed on Wednesday, December 20th, that the Library Board of Directors voted unanimously to support the creation of the negotiation committee and the design committee. They plan to discuss the Taylor building committee at a future meeting.

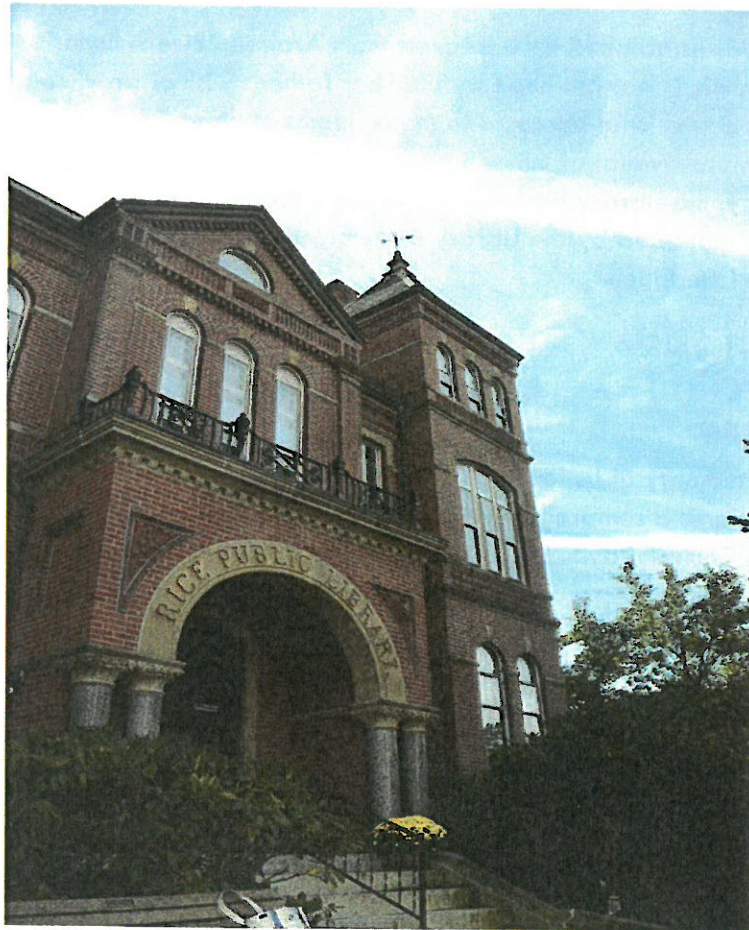
A more detailed report to Council will be provided for the January 8th meeting with a recommendation for Council action.

Best wishes for a happy and safe new year!

Respectfully Submitted,

Kendra Amaral
Town Manager

RICE PUBLIC LIBRARY



December 18, 2017

Library as Town Department Analysis

Rice Public Library

LIBRARY AS TOWN DEPARTMENT ANALYSIS

INTRODUCTION

The Rice Public Library was established by a bequest from Arabella Rice in honor of her father Captain Robert Rice, a Kittery Native. It was her hope to fulfill her father's wish of providing Kittery with funds necessary to provide for educational purposes to the residents of his native Town. The Library was completed in 1888 and boasts an impressive list of initial Board of Directors including former New Hampshire Governor Ichabod Goodwin. Today, the Library continues under the direction of a seven-member Board of Directors with the daily operations managed by the Library Director. The Library is operated under a 501(c)(3) designation as a private foundation.

CURRENT OPERATIONS

Sources of Funding

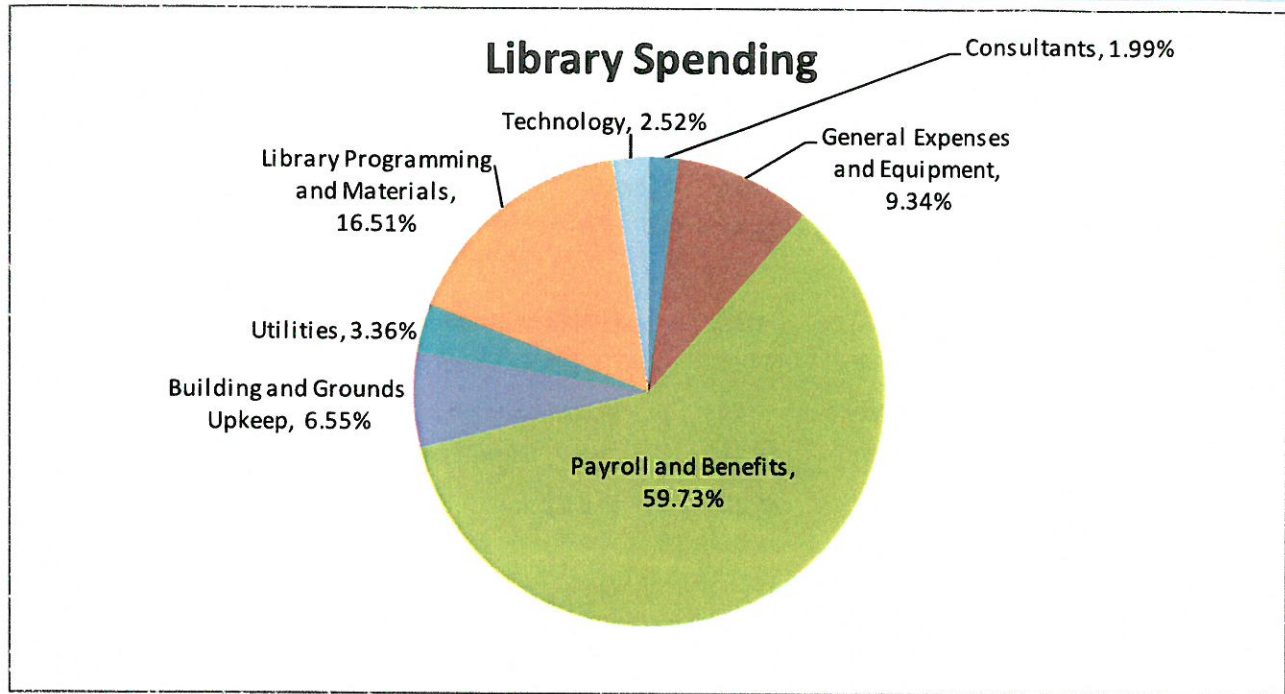
The Library receives the majority of its funding (over 92%) from an annual appropriation from the Town of Kittery. The Library prepares a comprehensive annual budget for inclusion in the annual Town Budget Presentation to the Town Council. Payments are made to the Library three times during the fiscal year in July, November and March. The Town Appropriation is augmented with funds received via donations, grants and fees received by the Library.

Current Spending

The Library currently staffs four full-time employees which include:

- Library Director
- Youth Services Department Head
- Circulation Department Head
- Cataloging Supervisor

There are also two part-time Assistant Clerks, a Cleaning Supervisor and a collection of substitutes who are available to help as staffing needs dictate. Roughly 60% of the FY18 Adjusted Library budget is comprised of staffing-related costs. Full-time employees are currently eligible for health and retirement benefits and part-time employees are eligible for retirement benefits.



LIBRARY AS TOWN DEPARTMENT

The overall spending budget of the Library as presented to the Town Council is \$7,700 lower than the figures used for this analysis. Between the time of the budget preparation and the beginning of the fiscal year some budget items were increased due to vendor increases that were not known at the time of the FY18 budget preparation and year-end assessments of underfunded budget lines. While certainly not material, it is worth mentioning this difference. This, of course, did not change the Town appropriation to the Library since, like other Town departments that find themselves in this situation, the Library will either find alternate sources of funding or cut spending in other line items to accommodate. The updated figures were used to provide the most recent spending scenario.

Methodology

A review was conducted of the current spending of the Library and how this spending may change if the Library becomes a Town department. The analysis focused on identifying costs that would be eliminated as well as costs that may be incurred or change as a result of folding the Library into Town operations.

In general, we are projecting savings of approximately \$33,000. The savings result from economies of scale by folding the Library into the Town audit, depreciation expense that will not exist under the Town structure, and a savings in benefit costs as the employees avail themselves to our group benefits. These savings are offset by projected increases in the Town match for retirement benefits. These changes are discussed in further detail below.

Library as a Town Department Analysis

<u>Item</u>	<u>2018 Library</u>		<u>Change</u>	<u>Notes</u>
	<u>Budget</u>	<u>Proposed</u>		
Health	\$ 21,825	\$ 15,769	\$ (6,056)	Assumes Union for 2 employees, current benefits level. Includes vision and dental.
Dental	3,200	1,332	(1,868)	One non-union employee dental.
Vision	65	-	(65)	No vision for plan offered for non-union.
401K and Payroll Service Fees	5,000	-	(5,000)	In house. Costs negligible.
Retirement Benefits	<u>14,007</u>	<u>23,174</u>	<u>9,167</u>	Assumes MainePERS at 9.6% match.
Staffing	44,097	40,275	(3,822)	
Accounting Fees	4,800	-	(4,800)	In house. Costs negligible.
Audit Fees	5,000	1,500	(3,500)	Roll into Town audit. Estimate from Town auditor.
Depreciation	<u>21,000</u>	<u>-</u>	<u>(21,000)</u>	Eliminated in Town.
Other Expenses	\$ 30,800	\$ 1,500	\$ (29,300)	
Total Projected Savings			\$ (33,122)	

Salaries and Staffing Costs

Only full-time Town employees (defined as 30 hours or more per week) are eligible for health and retirement benefits. This is consistent with the Library, excepting that Library part-time employees are also eligible for retirement contributions. Unlike the Library, full-time Union employees do not receive a paid lunch (they do receive two fifteen minute breaks paid) and all part-time employees are currently ineligible for paid-time off. A review of the current and projected costs suggests an annual savings of approximately \$3,800.

Health and Dental Benefits

There are currently four full-time employees at the Library, all of whom will be eligible for benefits through the Town programs. For the purposes of this analysis, we assumed the same number of individuals and level of coverage will continue under the Town umbrella. It is also assumed that three of the four individuals will become part of the Union currently in place throughout the Town. The change in benefits results approximately \$8,000 in savings.

Retirement Benefits

For the purpose of this analysis, it is assumed that all four eligible individuals will become part of the MainePERS retirement plan, which is the more costly plan for the Town. Participants in this plan receive a fluctuating match which is currently at 9.6%, resulting in an increase of approximately \$9,000 in expenses. If employees were to choose the ICMA alternative for retirement savings, the match is up to 6%, essentially a wash from current experience. Similar to the current experience at the Library, part-time employees are not eligible for participation in the retirement plans.

Other Expenses

There are several areas of current spending that will decline or be eliminated as the Library is folded under Town operations. Both depreciation and accounting fees will be eliminated, and audit fees will decrease as we roll the annual audit into the Town overall audit. The total projected savings for these items is approximately \$29,000.

Finally, there are several expenses not specifically addressed since it is assumed that any changes would be immaterial to the above analysis.

Non-Monetary Benefits

There are number of anticipated non-monetary benefits for the Library operation. Specifically, certain administrative functions will be provided by the Town as an organization including payroll processing, personnel processing (recruitment, onboarding, file management), audit management, energy negotiations, etc. This report does not attempt to place a monetary value for the time spent by the Library staff on these functions and the associated savings in time anticipated in a transition to a Town department.

PROS AND CONS FOR THE LIBRARY

The above financial analysis suggests that there is essentially no material reason from the Town perspective to not accept the Library as a Town department. The Town is currently responsible for funding the vast majority of the Library's expenses with taxpayer funds and has begun to provide capital funding to the Library as well. As we move forward and experience growth and/or changes to the Library, taxpayers have been identified as the primary source of financial support . It will be difficult to continue to provide growing funding support and bonding support to what is essentially a non-profit with no oversight of how public funds are expended.

There are also several compelling reasons why rolling the Library into town operations is financially beneficial from the Library's perspective. They are summarized below.

Benefits

- Economies of scale for many administrative needs
- Director will have administrative support of Town, which will require less of her time in addressing matters such as payroll, benefits administration and annual audit
- Accessibility of the Library to capital funding through the Town annual capital budgeting process at a greater level than it currently enjoys
- Access to debt financing/municipal bonding if necessary
- Access to reserves and financial flexibility afforded by a AA+ S&P rated organization
- Additional support of other Town departments in the management of facilities and grounds as necessary

Potential Issues

- Loss of some control of the Board, specifically over staff compensation packages (folded into collective bargaining and/or town policy) and day-to-day financial oversight of operations
- Some employees' benefits may not be directly transferable as Town employees; every effort will be made to keep employees as whole as possible.

- Ownership of buildings and other assets turned over to the Town

SUMMARY

Overall, there are substantial benefits for the Library if the operations are rolled into the Town as a department. The economies of scale that will result, support of other Town departments, and accessibility of funding in the form of capital and potential debt financing are just a few of the benefits.

It is clear that the Library is at a phase where additional capital investment will be necessary to address the needs of the current building infrastructure. Whichever path is ultimately chosen to address these needs, it will require a significant commitment from the Town and, more importantly, taxpayers in the form of debt financing. The level of financial commitment that will be required by the taxpayers for this effort will necessitate that they exhibit some level of oversight and input into funding provided to the Library.

We are confident that, working together, we will be able to address current and future needs of the Library in a way that will benefit the Town and the Board of Directors and not compromise the functionality and spirit of the services and programs currently being provided to the residents of Kittery.

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1. Call to Order

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

2. Introductory

Chairperson Beers read the introductory.

3. Pledge of Allegiance

Chairperson Beers led those present in the Pledge of Allegiance.

4. Roll Call

Answering the roll call were Chairperson Gary Beers, Vice Chairperson Charles Denault, Councilors Frank Dennett, Jeffrey Pelletier, Jeffrey Thomson, Judith Spiller and Kenneth Lemont.

5. Agenda Amendment and Adoption.

Regarding item 13-A, Chairperson Beers requested the first name read "Richard E & Ardyce L Wyman". Regarding item 13-C, after the date, Chairperson Beers requested it be changed to read "on a proposed Town Code - Title 15, Code of Ethics" striking amendments 2. Councilor Spiller requested the addition of Item 9-B to read "Kittery Town Council moves to approve an amendment to the Rice Public Library Non-Binding Referendum ballot explanation". Councilor Dennett clarified that Item 9-B would become 9-C.

The agenda was approved as amended, without objection.

6. Town Manager's Report

Town Manager Amaral reviewed her written report.

LD-1 Levy Limit – In establishing the LD-1 Levy Limit for FY18, Amaral noted that there is no certified LD-1 for the past few years on file. Because of this, she referred to the 2012 LD-1 as it is the last one the Town Council voted on to increase the budget over the LD-1 levy limit. Calculations were completed for each year since 2012 to determine that this year's fiscal 18 budget appropriation is \$200,000 under the LD-1 levy limit and does not require the Town Council to vote to increase it.

Joint Land Use Study with Navy – Letters of interest have been submitted to OEA, the entity handling granting, to be reviewed. The next step is to bring in a project manager to complete a site tour of Kittery and identify potential challenges prior to submitting a full application. If the grant is received, it would be based on a particular scope which would include developing solutions to mitigate the traffic

41 impacts of the Navy Yard on municipal roads and to better manage peak traffic times moving forward. If
42 granted, there is potential for a follow-up investment in infrastructure by the Navy.

43

44 **USS New Mexico** – Kittery has been selected as the host community for the USS New Mexico
45 submarine, arriving at the Naval Shipyard. A plaquing ceremony is scheduled for September 27, 2017.
46 The Town is looking forward to hosting the crew, and having them be part of the community during
47 their time here.

48

49 **Website Conversion** - Staff members are finalizing content edits with intentions to launch the new
50 website on September 22, 2017. The new site will be easier to navigate, and provide increased content
51 organization and efficiency for services offered.

52

53 **Upcoming Dates** – The following upcoming dates were noted:

54

- 55 • Safford School Future Discussion - September 12th, 6 p.m. at the First Christian Church.
- 56 • Completed Nomination Forms Due - September 25th, 6 p.m.
- 57 • Library Working Group Information Session - October 16th, 6 p.m., at Traip Academy.

58

59 Town Manager Amaral also recognized and congratulated Michelle McDonald of the Planning
60 Department for passing the Tax Assessor’s test for the state of Maine.

61

62 Councilor Kenneth Lemont asked if a timeframe has been established regarding the Joint Land Use Study
63 with Navy, to which Amaral responded that she anticipates the Project Manager to be in Kittery by late
64 Fall/early Winter, and getting started by Summer 2018, once the application has been completed.

65

66 7. Acceptance of Previous Minutes

67

68 There were no minutes to be approved.

69

70 8. Interviews for the Board of Appeals and Planning Board - NONE

71

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

74

- 75 a. (090117-1) The Kittery Town Council moves to discuss questions pertaining to the
76 November 7 ballot question on options of the future location of Rice Public Library.

77

78 Councilor Spiller stated that the referendum is non-binding and is only about the location of the library.
79 The referendum comes from the Library Working Group, which is not a Town Council body. Regarding
80 public concern and questions about the financial management of the Rice Public Library, she stated that
81 the Library Board of Directors has an independent audit completed annually, with results made available
82 at the library and given to the Town Council. The Town Council members have continually reviewed the

83 audits and have found no evidence of mismanagement of funds. Councilor Spiller reiterated the
84 question of whether the Rice Public Library should become a Town department, which she advised is
85 being discussed by the Town Manager and Rice Library Director with hopes of having recommendations
86 to offer in early 2018. The recommendations would require approval by the Town Council as well as the
87 Rice Public Library Board of Directors. Chairperson Beers added that the library's annual budget is
88 presented to the Town Council and approved, as part of their annual operating budget.

89
90 b. The Kittery Town Council moves to approve an amendment to the Rice Public Library non-
91 binding referendum ballot explanation.

92
93 **COUNCILOR SPILLER MOVED TO APPROVE THE AMENDMENT TO ADD A SENTENCE UNDER THE**
94 **EXPLANATION THAT READS "THIS IS A NON-BINDING REFERNDOM AND DOES NOT OBLIGATE THE**
95 **TOWN TO ANY ACTION OR EXPENDITURE". SECONDED BY COUNCILOR PELLETIER. THE MOTION WAS**
96 **PASSED BY A ROLL CALL VOTE 7/0/0.**

97
98 c. (090117-2) The Kittery Town Council moves to establish an overlay amount of
99 \$_____, resulting in a mill rate of _____ mills, and to charge an interest rate of 7%
100 per annum on past due accounts and an interest rate of 3% on overpayment of property
101 taxes, and confirms the dates of October 31, 2017, February 15, 2018 and May 31, 2018, as
102 the due dates for property and personal property taxes.

103
104 Town Manager Amaral said the overall recommendation is to set an overlay of \$64,991.00 resulting in a
105 tax rate of \$16.50. Town Assessor Paul McKenny discussed the Town tax rates and figures that resulted
106 in his recommendation. He stated that his recommendation would increase the taxes on a \$300,000
107 home by approximately \$135.00 per year.

108
109 Councilor Dennett noted that the legislature had authorized increased funding for education but he
110 hadn't seen any information regarding what funds the schools in Kittery received. Paul McKenny
111 referred to Finance Director Patricia Moore who noted the increase in funding was just shy of
112 \$200,000.00 and was factored into their calculations and recommendation.

113
114 **COUNCILOR THOMSON MOVED TO ESTABLISH AN OVERLAY AMOUNT OF \$64,991.00, RESULTING IN A**
115 **MILL RATE OF \$16.50 MILLS AND TO CHARGE AN INTEREST RATE OF 7% PER ANNUM ON PAST DUE**
116 **ACCOUNTS AND AN INTEREST RATE OF 3% ON OVERPAYMENT OF PROPERTY TAXES AND CONFIRMS**
117 **THE DATES OF OCTOBER 31, 2017, FEBRUARY 15, 2018 AND MAY 31, 2018 AS THE DUE DATES FOR**
118 **PROPERTY AND PERSONAL PROPERTY TAXES. SECONDED BY CHAIRPERSON BEERS. THE MOTION WAS**
119 **PASSED BY A ROLL CALL COTE 7/0/0.**

120
121 10. PUBLIC HEARINGS

122
123 (090117-3) The Kittery Town Council moves to hold a public hearing on an application from Bedrock
124 Restaurant Enterprise, Inc., 105 Houde Road, Eliot, ME for a Victualer's License for Blue Mermaid, 10
125 Shapleigh Road.

126

127 Chairperson Beers stated that the Code Enforcement Officer has conducted his inspection and deemed
128 the establishment in compliance with the Town code. Chairperson Beers opened the floor for public
129 comment. Hearing none; Chairperson Beers closed the public hearing.

130

131 **COUNCILOR SPILLER MOVED TO APPROVE THE APPLICATION FROM BEDROCK RESTAURANT**
132 **ENTERPRISE, INC., 105 HOUDE ROAD, ELIOT, ME FOR A VICTUALERS'S LICENSE FOR BLUE MERMAID,**
133 **10 SHAPLEIGH ROAD. SECONDED BY COUNCILOR THOMSON. THE MOTION PASSED BY A UNANIMOUS**
134 **ROLL CALL VOTE 7/0/0.**

135

136 11. DISCUSSION

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

138

139 Gerry Burns, 114 State Road

140 Mr. Burns expressed concerns with the discussion of regulated marijuana in Kittery at the previous Town
141 Council meeting. He stated that the discussions thus far have not been in line with the will of the
142 people, who he believes, want regulated marijuana in town. He would like clarification from the Council
143 on what they consider their primary responsibility to the citizens of Kittery and regarding their
144 objections to the regulated marijuana discussion.

145

146 Milton Hall, Bowen Road

147 Mr. Hall read a definition of the Kittery Port Authority. He raised a question about changing insurance
148 as an entity versus another classification. He also stated that a member of the Planning Board should be
149 involved in Port Authority meetings to assist with decisions regarding land issues that apply to the Port
150 Authority.

151

152 D. Allen Kerr, 4 Colonial Road

153 Mr. Kerr spoke in reference to Councilor Spiller's previous statements about the Rice Public Library and
154 reiterated that any suggestion of financial mismanagement by the Library is outrageous and inexcusable.
155 He also asked where things stand with the John Paul Jones Park regarding the State's earlier agreement
156 to transfer the Park to the Town. He also asked if the State will be keeping up with maintenance to the
157 park if it is not transferred to the Town.

158

159 Hugh Pope, Eliot

160 Mr. Pope stated that he felt the Town Council has acted fairly and appropriately in the past. Mr. Pope
161 expressed hope for the possible future legalization of medicinal and recreational cannabis in Kittery and
162 asked that the Town Council reconsider the possibility of legalization.

163

164 b. Chairperson's response to public comment

165

166 In response to Mr. Burns and Mr. Pope, Chairperson Beers stated that medical marijuana is permitted in
167 Kittery as a home occupation. Prohibition of marijuana according to the present Town Code has nothing

168 to do with recreational use of marijuana, but with retail marijuana. In response to Mr. Burns' question
169 about the Town Council's primary responsibility, he stated that there is a revision proposal to the
170 Council rules that expand Town Council duties and responsibilities, which will be workshopped the
171 following week. He also stated that there are many unanswered questions regarding marijuana and
172 state law which are still being addressed in the legislature. He said there is no barrier for any Town
173 Councilor bringing forth any questions in the future once additional insight is gained.

174
175 Town Manager Amaral spoke in response to the questions about John Paul Jones Park and the process
176 being stalled. She stated both she and Councilor Lemont have reached out to the Governor's office and
177 confirmed the Governor has to sign the document that transfers the park to the Town. She stated that
178 she has reached out to the State to ask them to continue maintenance and upkeep of the park, including
179 the flagpole and benches.

180
181 Chairperson Beers asked Mr. Hall to cite the source of the passage he offered during public comment.
182 Mr. Hall stated that the passage was from a March 3rd, 2006 Port Authority History. Chairperson Beers
183 stated that Mr. Hall's other question is on the ballot and will be decided on by the voters.

184
185 Councilor Thomson stated that the John Paul Jones park benches were installed by the Lions Club, and
186 they may be a resource regarding repair.

187
188 12. UNFINISHED BUSINESS - NONE

189
190 13. NEW BUSINESS

191
192 a. Donations/gifts received for Council disposition.

193
194 (090117-4) The Kittery Town Council moves to accept the following donations to be deposited in
195 account #2063-67500 KCC Donations in memory of Richard Ogilvie:

196
197 Richard E. and Ardyce L. Wyman \$25.00
198 Ida E. and Roger C. Raymond, Jr. \$100.00
199 David M. and Carol A. Ogilvie \$100.00

200
201 **COUNCILER THOMSON MOVED TO ACCEPT THE DONATIONS IN THE AMOUNT OF \$25.00 FROM**
202 **RICHARD E. & ARDYCE L. WYMAN, \$100.00 FROM IDA E. AND ROGER C. RAYMOND, JR. AND**
203 **\$100.00 FROM DAVID M. & CAROL A. OGILVIE TO BE DEPOSITED IN ACCOUNT #2063-67500**
204 **KITTERY COMMUNITY CENTER. SECONDED BY COUNCILOR PELLEITER. THE MOTION PASSED BY A**
205 **UNANIMOUS VOICE VOTE 7/0/0.**

206
207 b. (090117-5) The Kittery Town Council moves to approve the disbursement warrants.
208 Town accounts payable in the amount of \$98,317.18
209 Town accounts payable in the amount of \$13,208.56

210 Sewer accounts payable in the amount of \$58,110.64
211 School accounts payable in the amount of \$113,465.63
212 Total of all disbursement warrants in the amount of \$283,102.01

213
214 Chairperson Beers stated that the Town and Sewer warrants are in due form. Councilor Pelletier
215 stated that the School warrant is in due form.

216
217 **A MOTION WAS MADE BY COUNCILOR SPILLER TO APPROVE THE DISBURSEMENT WARRANTS,**
218 **SECONDED BY COUNCILOR THOMSON. THE MOTION PASSED BY A UNANIMOUS VOICE VOTE**
219 **7/0/0.**

220
221 c. (090117-6) The Kittery Town Council moves to schedule a public hearing on September 25,
222 2017 on proposed Town Code to Title 15 Code of Ethics.

223
224 Councilor Thomson expressed concern for scheduling the public hearing so close to the workshop that
225 was scheduled for the following week regarding the proposed Town Code to Title 15 Code of Ethics and
226 suggested holding off until October.

227
228 **CHAIRPERSON BEERS STATED THAT ITEM C HAS BEEN WITHDRAWN.**

229
230 d. (090117-7) The Kittery Town Council moves to authorize Fuel & More to hang a banner
231 across Rogers Road from October 2nd through October 22nd to advertise the Foreside for
232 Fuel.

233
234 **COUNCILOR PELLETIER MOVED TO APPROVE THE REQUEST. SECONDED BY COUNCILOR**
235 **THOMPSON. THE MOTION PASSED BY A UNANIMOUS ROLL CALL VOTE 7/0/0.**

236
237 e. (090117-8) The Kittery Town Council moves to amend Title 11 General Assistance
238 Appendices A-D for the period of October 1, 2017 – September 30, 2018, as required and
239 provided by the State of Maine.

240
241 **COUNCILOR SPILLER MOVED TO APPROVE THE REQUEST. SECONDED BY COUNCILOR PELLETIER.**
242 **THE MOTION PASSED BY A UNANIMOUS ROLL CALL VOTE 7/0/0.**

243
244 f. (090117-9) The Kittery Town Council moves to discuss traffic issues on Picott and Manson
245 Roads.

246
247 Vice Chairperson Denault stated that he and Councilor Lemont met with residents who had voiced
248 complaints about traffic issues on Picott and Manson Roads. While visiting with residents on Mason
249 Road for approximately 30 minutes, Vice Chairperson Denault noted over 200 vehicles on the road. He
250 stated that it seemed their GPS units were sending them onto side roads, to avoid Rte 1 and Rte 95.
251 Vice Chairperson Denault stated that this is a safety issue and suggested that an official traffic study be

252 conducted on Picott, Stevenson, Martin and Dana. Councilor Lemont agreed that the issue was a serious
253 safety issue. Councilor Lemont stated the Town Council should discuss this issue further and do a traffic
254 survey at the minimum. Chairperson Beers stated that he believes the issue is properly in the hands of
255 the Town Manager. Town Manager Amaral agreed that traffic issues should be reviewed and solutions
256 be determined. She reiterated her earlier statements, suggesting the need to engage experts in order to
257 implement changes to the roads both properly and safely. Councilor Spiller stated that some of the issue
258 could be attributed to speed, and suggested increased speed enforcement may be something to
259 consider. Councilor Thomson stated that requesting additional state police presence and inviting the
260 Maine Department of Transportation and Maine Turnpike Authority to discuss the issue may be a good
261 place to start. Councilor Thomson also suggested the addition of signage urging drives to stay on the
262 highway. Vice Chairperson Denault agreed with Councilor Thomson that discussions with Maine DOT
263 and the MTA, along with signage would be a good idea.

264

265 14. COUNCILOR ISSUES OR COMMENTS

266

267 Councilor Thomson apologized for his tardiness, and stated that the monthly lecture series will be back
268 at the Kittery Community Center, beginning September 20th.

269

270 Vice Chairperson Denault voiced a complaint from a former business owner in Kittery who feels the
271 Town is not business friendly. The former business owner suggested having a Town code representative
272 working with business owners from project inception to completion, assisting to shorten the process of
273 applications and permits. Vice Chairperson requested a list of roads that still need to be paved in
274 regards to the paving bond. Vice Chairperson Denault asked residents to refrain from personally
275 addressing traffic on "Local Traffic Only" roads and suggested they contact the Police Department if they
276 experience an issue. Vice Chairperson Denault asked Town Manager Amaral for an update on the
277 Aroma Joe's intersection, to which she replied that a traffic count has been completed and that the
278 Town is working in collaboration with the Town of Eliot to apply for transportation funding to make
279 intersection improvements. Vice Chairperson Denault stated that he took some J1 students from
280 Jamaica flying, and they expressed their appreciation for the kindness they've received while in Kittery
281 and that they are looking forward to coming back the following year.

282

283 Councilor Lemont stated that he was contacted by residents on Pine Street as they believe people from
284 the Naval Shipyard are parking on the street throughout the day. Councilor Lemont asked the Town
285 Council to take a look into this matter.

286

287 Chairperson Beers stated that the Whipple Road Sidewalk Improvement meeting will be held
288 Wednesday, September 13th at 5:00 PM in Council Chambers. Chairperson Beers also noted a recent
289 newspaper article stating that Rye, NH now has a penalty for dog waste on their beaches. Chairperson
290 Beers recognized Tammy Brown for sponsoring removal of trash and dog waste on Seapoint Beach.

291

292 15. COMMITTEE AND OTHER REPORTS

293

294 a. Communications from the Chairperson

295
296 Chairperson Beers noted that the Town Council Workshop – Proposed Town Title 15 Code of Ethics and
297 Town Council Rules Procedure Manual is scheduled for September 18th at 6:00 p.m.

298
299 b. Committee Reports – NONE

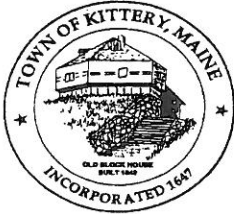
300
301 16. EXECUTIVE SESSION - NONE

302
303 17. ADJOURNMENT

304
305 **COUNCILOR PELLETIER MOVED TO ADJOURN THE MEETING AT 8:02 p.m., SECONDED BY VICE**
306 **CHAIRPERSON CHARLES DENAULT. THE MOTION PASSED BY A UNANIMOUS VOICE VOTE 7/0/0.**

307
308 Submitted by Suzanne Esposito on December 12, 2017

309
310 Disclaimer: The following minutes constitute the author’s understanding of the meeting. While every
311 effort has been made to ensure the accuracy of the information, the minutes are not intended as a
312 verbatim transcript of comments at the meeting, but a summary of the discussion and the actions that
313 took place. For complete details, please refer to the video of the meeting on the Town of Kittery
314 website at: http://www.townhallstreams.com/stream.php?location_id=68&id=8123



TOWN OF KITTEERY
Office of the Town Clerk
200 Rogers Road
Kittery, Maine 03904
Phone 207-475-1328 Fax 207-439-6806

APPLICATION FOR SPECIAL ACTIVITY/AMUSEMENT PERMIT
(Pursuant to 28-A M.R.S.A. Sec. 1054)

Name, address and legal status of individual(s) or entity seeking to hold permit:

Loyal order of moose #444 (Non Profit)
76 US RTE 1 Bypass Kittery, ME 03904

Name and mailing address of the premises where the special activity/amusement will occur:

"Same as above"

Mailing address and telephone number of owner of the real estate: _____

PO Box 968 Portsmouth NH 03802 207-703-0899

Describe the specific portion of the premises where the special activity/amusement will occur:

Indoor - Hall

Set forth the specific time periods between which the special activity/amusement will occur:

Indoors 8 pm - 1 AM Friday & Saturday
for

Describe the specific activity or type of amusement for which the permit is requested:

D.J. - Karaoke - Live Band
for indoors only

Has any individual(s), partner(s), majority shareholder(s) of the business entity, seeking to hold this permit, been convicted of a felony or had any similar type of amusement or activity permit been denied or revoked within the past ten (10) years by any other municipal or state authority, agency or board? Yes ___ No X

If so, give the state of conviction for any felony and describe specifically the circumstances of any such denial or revocation giving the state or city and date of such denial or revocation:

Give any additional information to support your request for the permit sought herein:

Non-Profit Charitable Fraternity
for charity & Community Fund Raising

As part of this application process, the individual or business entity seeking the permit herein acknowledges that the Municipal Officers, pursuant to 28-A M.R.S.A. Subsection 1054(7) may suspend or revoke the permit applied for herein on the grounds that the activity or amusement constitutes a detriment to the public health, safety or welfare, or violates municipal ordinances or regulations.

Give the authority and legal relationship of the applicant signing below to the entity seeking permit:

Loyal order of Moose #444
John Wentworth - Administrator

NOTE: In granting this permit, the Town relies on the accuracy and truth of the facts represented herein. Any misleading or incorrect information set forth in this application shall be grounds for denial or immediate revocation of the permit issued. By signing this application, the applicant represents the truth of the facts herein stated.

DATE OF APPLICATION: 11/29/17

SIGNATURE OF APPLICANT: John Wentworth Admin

APPLICANT'S NAME: John Wentworth
(please print)

ADDRESS: 1098 Maplewood Ave Portsmouth
(please print)

TELEPHONE NUMBER: 603-828-8735

FEE: \$20.00 per year Must be renewed annually with liquor license.

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

Donald and Nicole Kerr
4 Colonial Rd
Kittery, ME 03904-1105

ASPCA
WE ARE THEIR VOICE

1104
54-7468/2114

4 DEC 2017

FRALDARMOR

Pay to the Order of THRESHER MEMORIAL FUND \$ 120.00

ONE HUNDRED + TWENTY Dollars

Piscataqua Savings Bank

00/100

For SILENT STRENGTH

[Handwritten Signature]



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

REPORT TO TOWN COUNCIL

Meeting Date: December 27, 2017
From: Kendra Amaral, Town Manager
Subject: 2017 Council and Manager Annual Goals
Councilor Sponsor: Chairperson Kenneth Lemont

UPDATE 2017 - QUARTER 4

Please note, we did not provide a Quarter 3 report. This report will serve as a final report on the 2017 goals. New goals will be developed in January for 2018.

TOWN COUNCIL GOALS 2017

1. Work together respectfully toward consensus, capitalizing on our experiences and diversity.
 2. Continue to work on sharing services with neighboring towns with an emphasis toward Regional Dispatch and Solid Waste - Resource Recovery operations.
 3. Address Town Manager proposals for Charter, Ordinance, and policy changes for improving efficiency and effectiveness of Town operations, including:
 - Charter 10-Year Review and amendments on the Personnel Board and Port Authority - **Complete**
 - Ordinance revisions on the topics of Marijuana (**On Hold**), Home Sharing, Title 2 (**Ongoing**), 6, 10 (**Complete**), 13, 16 (**On-going**), and the Personnel Classification policy (**Ongoing**); and
 - Council meeting protocols (**In process**) and PEG operations policy
 4. Support the Town Manager to achieve greater economy & effectiveness in the delivery of services. - **Ongoing**
 5. Adopt a budget that is progressive, responsible, and visionary – moving the community forward. – **Complete**
 6. Conduct quarterly review of Council and Manager progress on annual goals - **Ongoing**
 7. Give attention to Councilor expressed items, including:
 - Resolution of Port Authority issues - **Complete**
 - Rice Public Library direction/strategy – **Complete, Next Phase in Process**
 - Comp Plan completion, or major progress to that end – **In Process**
 - Improvement in collaboration with the Shipyard – **Ongoing**
 - Improving management/coordination of Town-owned property and parks - **In Process**
 - Work with any EDC recommendations - **Ongoing**
-

TOWN MANAGER GOALS 2017 (SEE ATTACHED UPDATE)

1. Improve Efficiency of Municipal Operations

- Identify opportunities to streamline town operations, improve service delivery, and regionalize where appropriate.
- Increase access to services online.
- Propose and implement Charter, Ordinance, and Rule changes that improve efficiency and effectiveness of town operations.

2. Increase Public Awareness and Engagement

- Expand communication with residents, customers, visitors, and property owners, incorporating a broader range of media.
- Improve town generated communications to ensure they are concise, accurate, and accessible for a variety of audiences.

3. Economic Development

- Evaluate and improve permitting processes to ensure they are predictable, consistent, and support desired development.
- Increase the focus on economic development activities. Work with town boards, committees, and with local and regional organizations to attract, support, and sustain appropriate local economic investment.

4. On-Going Initiatives

- Complete 2016 Town Manager Goals
- Work with the respective boards, and committees to begin developing an action plan that advances the strategies of the proposed Comprehensive Plan.
- Complete contract negotiations in a timely fashion, and explore through negotiations the opportunities to offer employees additional health insurance options.

**TOWN MANAGER ANNUAL GOALS
STATUS REPORT – 2017 Q4**

2017 GOALS		STATUS	Update
Improve Efficiency of Municipal Operations			
Identify opportunities to streamline town operations, improve service delivery, and regionalize where possible.	In process	Working with Eliot on LED streetlight conversion. Implementing permitting software to process and track permit applications. Reviewing EFD and EPPD dispatch options with neighboring communities.	
Increase access to services online	In process	Accepting credit/debit card payment option on Rapid Renewal online service, accepting credit and debit cards at TH service counters, and at FF gate. Next phase is to accept cc/dc for parking ticket payment online. Website redesign complete. Implementing new permitting software with online component that will provide access to permitting information by property to the public; launch is anticipated by June 2018. GIS evaluation and improvement on hold until spring 2018.	
Propose and implement Charter, Ordinance, and Rule changes that improve efficiency and effectiveness of Town Operations	In process	Streamlined approval process for use of FF. Charter changes implemented to streamline personnel functions and contracting, proposed ordinance changes to improve personnel administration.	
Increase Public Awareness and Engagement			
Expand communication with residents, customers, visitors, and property owners, incorporating a broader range of media.	Ongoing	Expanded use of Channel 22 bulletin, press releases, Facebook, Twitter, town website E-alert service, and email lists of various town groups to disseminate information and gather feedback. Implemented A-Frame signs for additional visibility of important dates such as elections.	
Improve town generated communications to ensure they are concise, accurate, and accessible for a variety of audiences.	Ongoing	Ongoing review of guides and notices for readability. Reviewed and revised CIP policy documentation. Published FY18 budget summary presentation and full document. Redesign of website content with launch of new website.	
Economic Development			
Evaluate and improve permitting processes to ensure they are predictable, consistent, and support desired development.	In process	Zoning recodification proposed for FY18 CIP; observed a project through the permitting process to better understand the steps and communications. Reorganizing Planning Dept. to improve	

**TOWN MANAGER ANNUAL GOALS
STATUS REPORT – 2017 Q4**

<p>Increase the focus on economic development activities. Work with town boards, committees, and with local and regional organizations to attract, support and sustain appropriate local economic investment.</p>	<p>In process</p>	<p>effectiveness and support of economic development and managed growth strategies.</p> <p>Revised and updated EDC charge. Completion of Foreside study due Jan 2018. Drafted ordinance framework for recreational and medical marijuana uses. Mixed Use zone amendments completed. Business Park zoning amendment in development, expected review process to begin Feb 2018.</p>
<p>Ongoing Initiatives</p>		
<p>Complete 2016 Town Manager Goals (see below for status)</p>	<p>In process</p>	<p>See below for specific updates.</p>
<p>Work with respective boards and committees to begin developing an action plan that advances the strategies of the proposed Comprehensive Plan.</p>	<p>In process</p>	<p>Developed proposed 1-5 year action plan with CPUC, established a schedule for Comp Plan adoption by Nov 2018, Council workshops will be scheduled early in 2018.</p>
<p>Complete contract negotiations in a timely fashion, and explore through negotiations the opportunity to offer employees additional health insurance options.</p>	<p>Complete</p>	<p>Negotiations for all seven units are complete and contracts are approved.</p>
<p>2016 GOALS</p>		
<p>Improve Communication within our Organization and with the Community</p>		
<p>Enhance Channel 22 – make it accessible 24/7 via the web; increase public access programming</p>	<p>In process</p>	<p>Channel 22 streaming on website. Developing plan for studio space and plan for attracting volunteers to develop original content. Increase broadcast of local sports and special events. Live broadcast enabled for various locations.</p>
<p>Redesign website; train employees to keep up-to-date</p>	<p>Complete</p>	<p>New site launched. Feedback has been overwhelmingly positive.</p>
<p>Ensure a High Level of Customer Service throughout the Organization</p>		

**TOWN MANAGER ANNUAL GOALS
STATUS REPORT – 2017 Q4**

Develop and implement a customer service feedback system to track organizational progress and promote timely responses	On hold	Evaluating options for customer service feedback, and work order/service request systems.
Develop and implement an employee recognition program to reinforce service delivery goals and highlight examples of outstanding performance	Complete	Quarterly recognition program implemented. Will be recommending changes that ensure recognition programs are meaningful for the long-term.
Promote Kittery as a Place to Live and Visit		
Implement Foreside Forum recommendations	In process	Forside study will be complete in January 2018.
Participate in the Comprehensive Planning Process – to develop consensus-based vision for Kittery's future	In process	Consistency and completeness review completed by the state; Planning Board recommended approval to the Council in July 2017. Ratification plan developed, with the next step of a Council workshop planned for early 2018. Draft Action plan developed with CPU.
Explore Savings and/or Improved Service through Coordinated Facility Management and/or Regionalization		
Evaluate potential for regional sharing of the Resource Recovery Facility and operations	On hold	Eliot has indicated they are uninterested at this time in regionalizing. Other entities that use the RRC for recyclables have been notified that due to the drop in the recyclables market, we may have to review standing arrangements with them.
Facilitate planning for Library Improvements	In process	Non-binding referendum complete and a clear direction on the project focus (rehab and expand at Rice Bldg) has been received. Meeting with Library Directors scheduled for Dec to discuss next steps on the facility project and the library as a town department.
Implement the recommendations of the Athletic Fields Master Plan – schedule projects into CIP	In process	Final work on Emery field will be completed in the spring once the grass has taken. Next steps are to identify a process for moving forward, revising or adopting the draft plan, etc.
Analyze potential for regional dispatch	In process	Informal discussions at staff-level are occurring to see if we can revive the interest in regional dispatch from Kittery. Pricing out EFD and EPD services and software.

Note: A Q3 report was not issued. This report will serve as a year-end report for the 2017 goals.

Department of Public Safety
Division

Liquor Licensing & Inspection



BUREAU USE ONLY

License No. Assigned:

Class:

Deposit Date:

Amt. Deposited:

Promise by any person that he or she can expedite a liquor license through influence should be completely disregarded. To avoid possible financial loss an applicant, or prospective applicant, should consult with the Division before making any substantial investment in an establishment that now is, or may be, attended by a liquor license.

PRESENT LICENSE EXPIRES 1-16-18

INDICATE TYPE OF PRIVILEGE: MALT SPIRITUOUS VINOUS

INDICATE TYPE OF LICENSE:

RESTAURANT (Class I,II,III,IV)

HOTEL-OPTIONAL FOOD (Class I-A)

CLASS A LOUNGE (Class X)

CLUB (Class V)

TAVERN (Class IV)

RESTAURANT/LOUNGE (Class XI)

HOTEL (Class I,II,III,IV)

CLUB-ON PREMISE CATERING (Class I)

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

OTHER: _____

REFER TO PAGE 3 FOR FEE SCHEDULE

ALL QUESTIONS MUST BE ANSWERED IN FULL

1. APPLICANT(S) - (Sole Proprietor, Corporation, Limited Liability Co., etc.) <u>WEATHERMADE SEAFOODS, INC</u> DOB: _____		2. Business Name (D/B/A) <u>WEATHERMADE SEAFOODS</u>	
DOB: _____		Location (Street Address) <u>306 US RT 1</u>	
DOB: _____		City/Town State Zip Code <u>KITTERY ME 03904</u>	
Address <u>306 US RT 1</u>		Mailing Address <u>SAME</u>	
City/Town State Zip Code <u>KITTERY ME 03904</u>		City/Town State Zip Code	
Telephone Number Fax Number <u>207-439-0335 207-439-7751</u>		Business Telephone Number Fax Number <u>207-439-0330 207-439-7463</u>	
Federal I.D. # <u>521153457</u>		Seller Certificate #	

3. If premises are a hotel, indicate number of rooms available for transient guests: —
4. State amount of gross income from period of last license: ROOMS \$ — FOOD \$ 3,546,523 LIQUOR \$ 359,350
5. Is applicant a corporation, limited liability company or limited partnership? YES NO

complete Supplementary Questionnaire ,If YES

6. Do you permit dancing or entertainment on the licensed premises? YES NO
7. If manager is to be employed, give name: ERICA BENSON
8. If business is NEW or under new ownership, indicate starting date: —
Requested inspection date: _____ Business hours: _____
9. Business records are located at: 306 US RT 1, KITTERY
10. Is/are applicants(s) citizens of the United States? YES NO

11. Is/are applicant(s) residents of the State of Maine? YES NO

12. List name, date of birth, and place of birth for all applicants, managers, and bar managers. Give maiden name, if married:
Use a separate sheet of paper if necessary.

Name in Full (Print Clearly)	DOB	Place of Birth
Erica Benson	6/9/88	Worcester, MA

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

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

Name: _____ Date of Conviction: _____
Offense: _____ Location: _____
Disposition: _____

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

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

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

17. Describe in detail the premises to be licensed: (Supplemental Diagram Required) A single-story restaurant with 5 dining rooms

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

19. What is the distance from the premises to the NEAREST school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel? 0.5 mi Which of the above is nearest? church

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

If YES, give details: mortgage w/ TD Bank

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

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

Dated at: KITTERY, ME on Dec 6, 20 17
Town/City, State Date

William Kurkul CFO
Signature of Applicant or Corporate Officer(s)
William Kurkul

Please sign in blue ink
Signature of Applicant or Corporate Officer(s)

STATE OF MAINE
Liquor Licensing & Inspection Unit
 164 State House Station
 Augusta, Maine 04333-0164
 Tel: (207) 624-7220 Fax: (207) 287-3424

SUPPLEMENTARY QUESTIONNAIRE FOR CORPORATE APPLICANTS, LIMITED LIABILITY COMPANIES AND LIMITED PARTNERSHIPS

1. Exact Corporate Name: Weathercare Seafoods, Inc
 Business D/B/A Name: SAME
2. Date of Incorporation: 7/11/69
3. State in which you are incorporated: MAINE
4. If not a Maine Corporation, date corporation was authorized to transact business within the State of Maine:

5. List the name and addresses for previous 5 years, birth dates, titles of officers, directors and list percent of stock owned:

Name	Address Previous 5 Years	Birth Date	% of Stock	Title
TERRY GAGNER	7 Whiteback Dr Kittery Pt, ME	5/3/51	74.25	President
JANET GAGNER	" "	3/18/56	25.77	Treasurer
WILLIAM KURKUL	5 Golden Oaks Ln Andover, MA	7/11/53	.004	CFO

6. What is the amount of authorized stock? 6000 Outstanding Stock? 5004
7. Is any principal officer of the corporation a law enforcement official? () YES NO
8. Has applicant(s) or manager ever been convicted of any violation of the law, other than a minor traffic violation(s), of the United States? () YES NO.
9. If yes, please complete the following: Name: _____
 Date of Conviction: _____ Offense: _____
 Location: _____ Disposition: _____
 Dated at: _____ City/Town _____ On: _____ Date _____

William Kurkul Date: Dec 6, 2017
 Signature of Duly Authorized Officer

WILLIAM KURKUL
 Print Name of Duly Authorized Officer

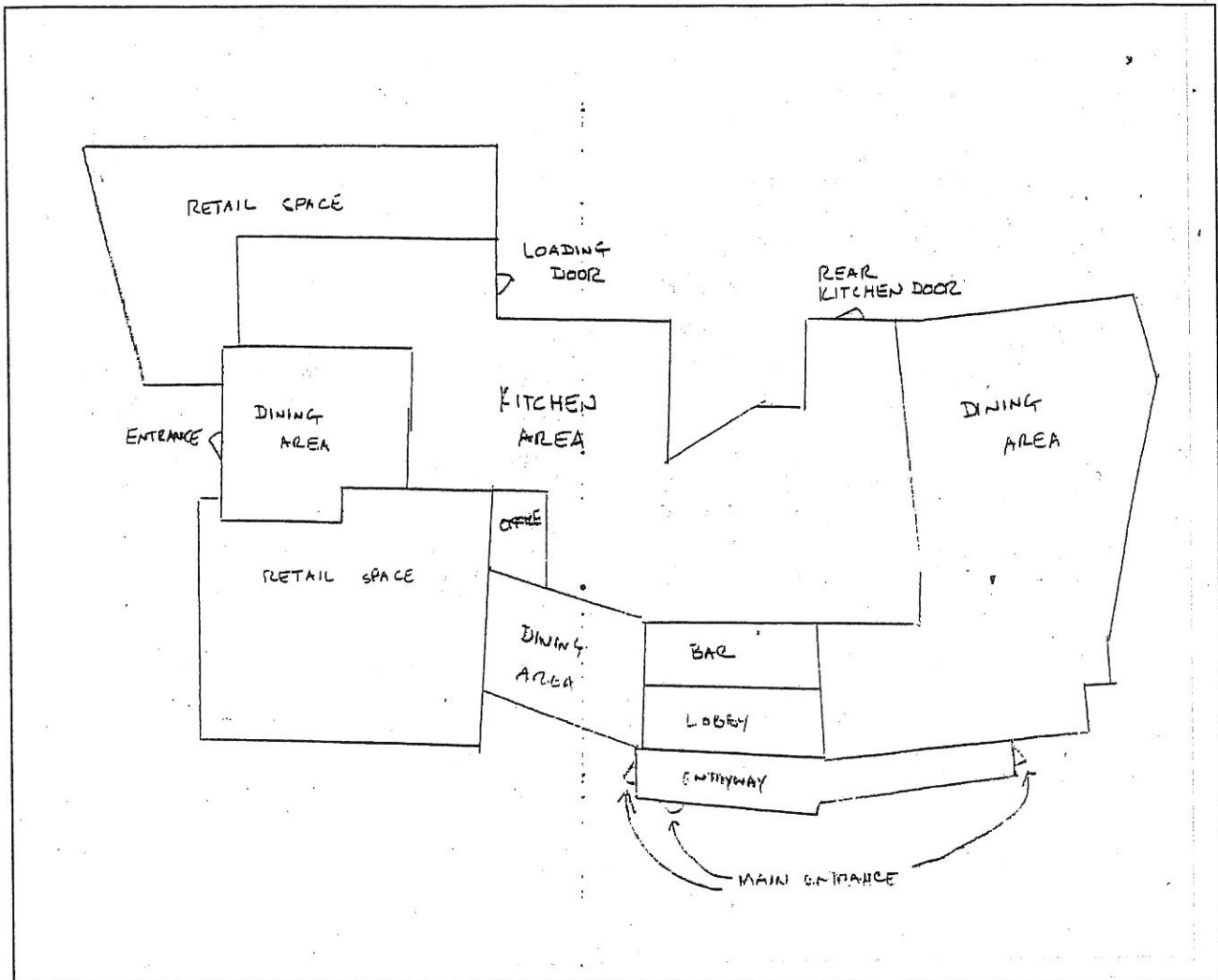
Bureau of Alcoholic Beverages and Lottery Operations
Division of Liquor Licensing & Enforcement
8 State House Station, Augusta, ME 04333-0008
10 Water Street, Hallowell, ME 04347
Tel: (207) 624-7220 Fax: (207) 287-3434
Email Inquiries: MaineLiquor@maine.gov

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

ON PREMISE DIAGRAM

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

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



STATE OF MAINE

Dated at: _____, Maine _____ SS
City/Town (County)

On: _____
Date

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

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

THIS APPROVAL EXPIRES IN 60 DAYS

NOTICE – SPECIAL ATTENTION

§ 653. Hearings; bureau review; appeal

1. **Hearing.** The municipal officers or, in the case of unincorporated places, the county commissioners of the county in which the unincorporated place is located, shall hold a public hearing for the consideration of applications for new on-premise licenses and applications for transfer of location of existing on-premise licenses. The municipal officers or county commissioners may hold a public hearing for the consideration of requests for renewal of licenses, except that when an applicant has held a license for the prior 5 years and a complaint has not been filed against the applicant within that time, the applicant may request a waiver of the hearing.
 - A. The bureau shall prepare and supply application forms. [1993, c.730, §27(amd).]
 - B. The municipal officers or the county commissioners, as the case may be, shall provide public notice of any hearing held under this section by causing a notice, at the applicant's prepaid expense, stating the name and place of hearing, to appear on at least 3 consecutive days before the date of hearing in a daily newspaper having general circulation in the municipality where the premises are located or one week before the date of the hearing in a weekly newspaper having general circulation in the municipality where the premises are located. [1995, c.140, §4 (amd).]
 - C. If the municipal officers or the county commissioners, as the case may be, fail to take final action on an application for a new on-premise license, for transfer of the location of an existing on-premise license or for renewal of an on-premise license within 60 days of the filing of an application, the application is deemed approved and ready for action by the bureau. For purposes of this paragraph, the date of filing of 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-premise license that has been extended pending renewal. The municipal officers or the county commissioners shall take final action on an on-premise license that has been extended pending renewal with 120 days of the filing of the application. [1999, c589, §1 (amd).]
2. **Findings.** In granting or denying an application, the municipal officers or the county commissioners shall indicate the reasons for their decision and provide a copy to the applicant. A license may be denied on one or more of the following grounds:
 - A. Conviction of the applicant of any Class A, Class B or Class c crime: [1987, c45, Pt.A§4 (new).]
 - B. Noncompliance of the licensed premises or its use with any local zoning ordinance or other land use ordinance not directly related to liquor control; [1987, c.45, Pt.A§4(new).]
 - C. Conditions of record such as waste disposal violations, health or safety violation or repeated parking or traffic violations on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises or other such conditions caused by persons patronizing or employed by the licensed premises that unreasonably disturb, interfere with or affect the ability of persons or businesses residing or located in the vicinity of the licensed premises to use their property in a reasonable manner; [1993, c.730, §27 (amd).]
 - D. Repeated incidents of record of breaches of the peace, disorderly conduct, vandalism or other violations of law on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises; [1989, c.592,§3 (amd).]
 - E. A violation of any provision of this Title; and [1989, c.592, §3 (amd).]
 - F. A determination by the municipal officers or county commissioners that the purpose of the application is to circumvent the provisions of section 601. [1989, c.592, §4 (new).]

[1993, c730, §27 (amd).]
3. **Appeal to bureau.** Any applicant aggrieved by the decision of the municipal officers or county commissioners under this section may appeal to the bureau within 15 days of the receipt of the written decision of the municipal officers or county commissioners. The bureau shall hold a public hearing in the city, town or unincorporated place where the premises are situated. In acting on such an appeal, the bureau may consider all licensure requirements and findings referred to in subsection 2.
 - A. [1993, c.730, §27 (rp).]
4. **No license to person who moved to obtain a license. (REPEALED)**
5. **(TEXT EFFECTIVE 3/15/01) Appeal to District Court.** Any person or governmental entity aggrieved by a bureau decision under this section may appeal the decision to the District Court within 30 days of receipt. 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.

**Department of Public Safety
Division**



Liquor Licensing & Inspection

Promise by any person that he or she can expedite a liquor license through influence should be completely disregarded. To avoid possible financial loss an applicant, or prospective applicant, should consult with the Division before making any substantial investment in an establishment that now is, or may be, attended by a liquor license.

BUREAU USE ONLY	
License No. Assigned:	
Class:	
Deposit Date:	
Amt. Deposited:	

PRESENT LICENSE EXPIRES 3/9/18

INDICATE TYPE OF PRIVILEGE: MALT SPIRITUOUS VINOUS

INDICATE TYPE OF LICENSE:

- | | |
|--|---|
| <input checked="" type="checkbox"/> RESTAURANT (Class I,II,III,IV) | <input type="checkbox"/> RESTAURANT/LOUNGE (Class XI) |
| <input type="checkbox"/> HOTEL-OPTIONAL FOOD (Class I-A) | <input type="checkbox"/> HOTEL (Class I,II,III,IV) |
| <input type="checkbox"/> CLASS A LOUNGE (Class X) | <input type="checkbox"/> CLUB-ON PREMISE CATERING (Class I) |
| <input type="checkbox"/> CLUB (Class V) | <input type="checkbox"/> GOLF CLUB (Class I,II,III,IV) |
| <input type="checkbox"/> TAVERN (Class IV) | <input type="checkbox"/> OTHER: _____ |

REFER TO PAGE 3 FOR FEE SCHEDULE

ALL QUESTIONS MUST BE ANSWERED IN FULL

1. APPLICANT(S) –(Sole Proprietor, Corporation, Limited Liability Co., etc.) <u>LOCO COCO'S TACOS, Corp</u>			2. Business Name (D/B/A) <u>Loco Coco's Tacos</u>		
<u>LUIS VALDEZ</u> DOB: <u>1/26/1966</u>			<u>36 Walker St</u>		
<u>RAMONA VALDEZ</u> DOB: <u>8/29/1956</u>			<u>Kittery ME 03904</u>		
Address <u>36 Walker St.</u>			City/Town State Zip Code		
City/Town State Zip Code <u>Kittery ME 03904</u>			Mailing Address <u>36 Walker St.</u>		
Telephone Number <u>207-433-9322</u>			Business Telephone Number <u>207-433-9322</u>		
Fax Number <u>207-433-9289</u>			Fax Number <u>207-433-9289</u>		
Federal I.D. # <u>20-1162123</u>			Seller Certificate # <u>1079200</u>		

3. If premises are a hotel, indicate number of rooms available for transient guests: NA
4. State amount of gross income from period of last license: ROOMS \$ _____ FOOD \$ 2.5mill LIQUOR \$ 500,000
5. Is applicant a corporation, limited liability company or limited partnership? YES NO

complete Supplementary Questionnaire, If YES

6. Do you permit dancing or entertainment on the licensed premises? YES NO
7. If manager is to be employed, give name: JAMI SCARDINA
8. If business is NEW or under new ownership, indicate starting date: _____
Requested inspection date: _____ Business hours: _____
9. Business records are located at: 36 Walker St. Kittery, ME
10. Is/are applicants(s) citizens of the United States? YES NO

11. Is/are applicant(s) residents of the State of Maine? YES NO

12. List name, date of birth, and place of birth for all applicants, managers, and bar managers. Give maiden name, if married: Use a separate sheet of paper if necessary.

Name in Full (Print Clearly)	DOB	Place of Birth
Luis VALDEZ	1/26/1946	Tijuana, Mexico
Ramona VALDEZ	8/29/1956	Biddeford, Maine
JAMI SCARDINA	10/7/1976	Portsmouth, NH

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

Natascha Milbr-Shea 2/7/85 Martinez, FL
 → all reside in Kittery & Eliot

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

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

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

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

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

17. Describe in detail the premises to be licensed: (Supplemental Diagram Required) See attached diagram

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

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

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

If YES, give details: Mortgage - Kennebunk Savings Bank

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

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

Dated at: Kittery Maine on Dec 14, 2017
Town/City, State Date


Signature of Applicant or Corporate Officer(s)

Please sign in blue ink

Ramona G Valdez
Signature of Applicant or Corporate Officer(s)

STATE OF MAINE
Liquor Licensing & Inspection Unit
 164 State House Station
 Augusta, Maine 04333-0164
 Tel: (207) 624-7220 Fax: (207) 287-3424

SUPPLEMENTARY QUESTIONNAIRE FOR CORPORATE APPLICANTS, LIMITED LIABILITY COMPANIES AND LIMITED PARTNERSHIPS

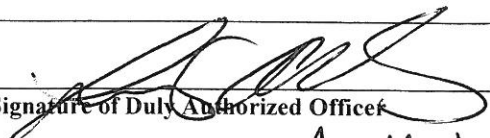
1. Exact Corporate Name: Loco Cow's Tacos Corp
 Business D/B/A Name: Loco Coco's Tacos
2. Date of Incorporation: 2004
3. State in which you are incorporated: Maine
4. If not a Maine Corporation, date corporation was authorized to transact business within the State of Maine:

5. List the name and addresses for previous 5 years, birth dates, titles of officers, directors and list percent of stock owned:

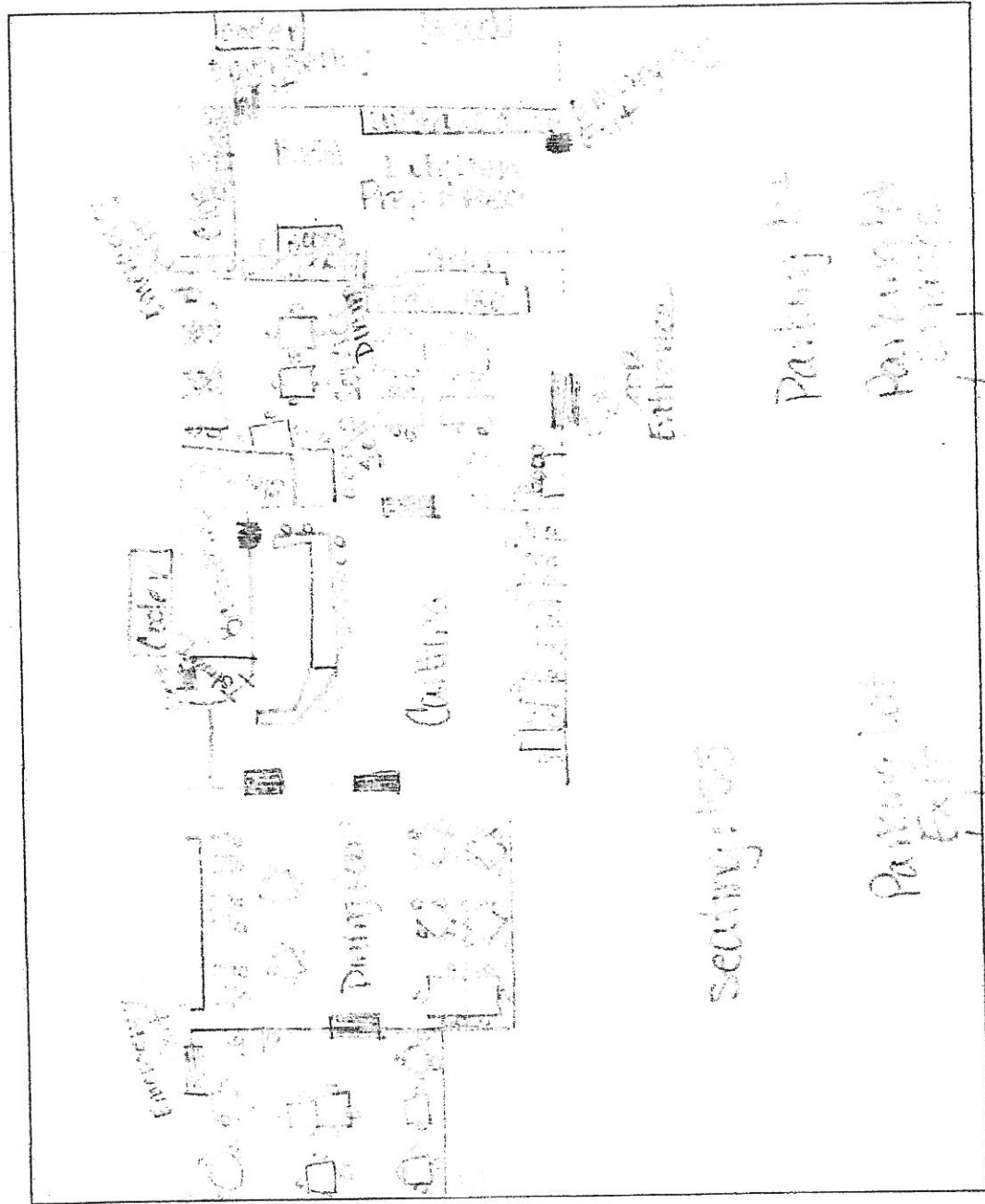
Name	Address Previous 5 Years	Birth Date	% of Stock	Title
LUIS VALDEZ	9 Eliot Shores Eliot	1/26/66	60	owner
RAMONA VALDEZ	9 Eliot Shores Eliot	8/29/56	40	owner

6. What is the amount of authorized stock? 100 Outstanding Stock? _____
7. Is any principal officer of the corporation a law enforcement official? () YES () NO
8. Has applicant(s) or manager ever been convicted of any violation of the law, other than a minor traffic violation(s), of the United States? () YES () NO.
9. If yes, please complete the following: Name: _____

Date of Conviction: _____ Offense: _____
 Location: _____ Disposition: _____
 Dated at: _____ City/Town On: _____ Date

Signature of Duly Authorized Officer:  Date: Dec 17 2017
 Print Name of Duly Authorized Officer: Luis A. Valdez

PREMISE DIAGRAM



STATE OF MAINE

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

On: _____
Date

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

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

THIS APPROVAL EXPIRES IN 60 DAYS

NOTICE – SPECIAL ATTENTION

§ 653. Hearings; bureau review; appeal

1. **Hearing.** The municipal officers or, in the case of unincorporated places, the county commissioners of the county in which the unincorporated place is located, shall hold a public hearing for the consideration of applications for new on-premise licenses and applications for transfer of location of existing on-premise licenses. The municipal officers or county commissioners may hold a public hearing for the consideration of requests for renewal of licenses, except that when an applicant has held a license for the prior 5 years and a complaint has not been filed against the applicant within that time, the applicant may request a waiver of the hearing.
 - A. The bureau shall prepare and supply application forms. [1993, c.730, §27(amd).]
 - B. The municipal officers or the county commissioners, as the case may be, shall provide public notice of any hearing held under this section by causing a notice, at the applicant's prepaid expense, stating the name and place of hearing, to appear on at least 3 consecutive days before the date of hearing in a daily newspaper having general circulation in the municipality where the premises are located or one week before the date of the hearing in a weekly newspaper having general circulation in the municipality where the premises are located. [1995, c.140, §4 (amd).]
 - C. If the municipal officers or the county commissioners, as the case may be, fail to take final action on an application for a new on-premise license, for transfer of the location of an existing on-premise license or for renewal of an on-premise license within 60 days of the filing of an application, the application is deemed approved and ready for action by the bureau. For purposes of this paragraph, the date of filing of 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-premise license that has been extended pending renewal. The municipal officers or the county commissioners shall take final action on an on-premise license that has been extended pending renewal with 120 days of the filing of the application. [1999, c589, §1 (amd).]
 2. **Findings.** In granting or denying an application, the municipal officers or the county commissioners shall indicate the reasons for their decision and provide a copy to the applicant. A license may be denied on one or more of the following grounds:
 - A. Conviction of the applicant of any Class A, Class B or Class c crime: [1987, c45, Pt.A§4 (new).]
 - B. Noncompliance of the licensed premises or its use with any local zoning ordinance or other land use ordinance not directly related to liquor control; [1987, c.45, Pt.A§4(new).]
 - C. Conditions of record such as waste disposal violations, health or safety violation or repeated parking or traffic violations on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises or other such conditions caused by persons patronizing or employed by the licensed premises that unreasonably disturb, interfere with or affect the ability of persons or businesses residing or located in the vicinity of the licensed premises to use their property in a reasonable manner: [1993, c.730, §27 (amd).]
 - D. Repeated incidents of record of breaches of the peace, disorderly conduct, vandalism or other violations of law on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises; [1989, c.592,§3 (amd).]
 - E. A violation of any provision of this Title; and [1989, c.592, §3 (amd).]
 - F. A determination by the municipal officers or county commissioners that the purpose of the application is to circumvent the provisions of section 601. [1989, c.592, §4 (new).]
- [1993, c730, §27 (amd).]
3. **Appeal to bureau.** Any applicant aggrieved by the decision of the municipal officers or county commissioners under this section may appeal to the bureau within 15 days of the receipt of the written decision of the municipal officers or county commissioners. The bureau shall hold a public hearing in the city, town or unincorporated place where the premises are situated. In acting on such an appeal, the bureau may consider all licensure requirements and findings referred to in subsection 2.
 - A. [1993, c.730, §27 (rp).]
 4. **No license to person who moved to obtain a license. (REPEALED)**
 5. **(TEXT EFFECTIVE 3/15/01) Appeal to District Court.** Any person or governmental entity aggrieved by a bureau decision under this section may appeal the decision to the District Court within 30 days of receipt. 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.

Print Name

Print Name

NOTICE – SPECIAL ATTENTION

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

THIS APPROVAL EXPIRES IN 60 DAYS.

FEE SCHEDULE

Class I	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, MRS.

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

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

NEW application: Yes No

PRESENT LICENSE EXPIRES _____

INDICATE TYPE OF PRIVILEGE: MALT VINOUS SPIRITUOUS

INDICATE TYPE OF LICENSE:

- | | | |
|--|---|--|
| <input checked="" type="checkbox"/> RESTAURANT (Class I.II.III.IV) | <input type="checkbox"/> RESTAURANT/LOUNGE (Class XI) | <input type="checkbox"/> CLASS A LOUNGE (Class X) |
| <input type="checkbox"/> HOTEL (Class I.II.III.IV) | <input type="checkbox"/> HOTEL, FOOD OPTIONAL (Class I-A) | <input type="checkbox"/> BED & BREAKFAST (Class V) |
| <input type="checkbox"/> CLUB w/o Catering (Class V) | <input type="checkbox"/> CLUB with CATERING (Class I) | <input type="checkbox"/> GOLF COURSE (Class I.II.III.IV) |
| <input type="checkbox"/> TAVERN (Class IV) | <input type="checkbox"/> QUALIFIED CATERING | <input type="checkbox"/> OTHER: _____ |

REFER TO PAGE 3 FOR FEE SCHEDULE

ALL QUESTIONS MUST BE ANSWERED IN FULL

Corporation Name: THE ARES LLC	Business Name (D/B/A) AJ'S WOOD GRILL PIZZA
APPLICANT(S) -(Sole Proprietor) Eides ARES	DOB: 9/4/84
DOB: Henry ARES	DOB: 5/13/68
Address 68 Wallingford square	Physical Location: 68 Wallingford square
City/Town State Zip Code Kittery Me 03904	City/Town State Zip Code Kittery Me 03904
City/Town State Zip Code Kittery Me 03904	Mailing Address 68 Wallingford square
City/Town State Zip Code Kittery Me 03904	City/Town State Zip Code Kittery Me 03904
Telephone Number Fax Number 207-439-9700	Business Telephone Number Fax Number 207-439-9700
Federal I.D. #	Seller Certificate #: or Sales Tax #:
Email Address: Please Print Atlantic30@aol.com	Website: AJ.SWOODGRILLPIZZA.COM

If business is NEW or under new ownership, indicate starting date: _____

Requested inspection date: Anytime Available Business hours: 11am-9pm

1. If premise is a Hotel or Bed & Breakfast, indicate number of rooms available for transient guests: N/A

2. State amount of gross income from period of last license: ROOMS \$ _____ FOOD \$ 584351 LIQUOR \$ 20,082.85

3. Is applicant a corporation, limited liability company or limited partnership? YES NO

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

4. Do you own or have any interest in any other Maine Liquor License? Yes No

If yes, please list License Number, Name, and physical location of any other Maine Liquor Licenses.

(Use an additional sheet(s) if necessary.)

License #	Name of Business	Physical Location	City / Town



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

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

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

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

Please clearly complete this form in its entirety.

- Exact legal name: The Ares LLC
- Doing Business As, if any: AJ's Wood Grill Pizza
- Date of filing with Secretary of State: October 18, 2013 State in which you are formed: ME
- If not a Maine business entity, date on which you were authorized to transact business in the State of Maine:

- List the name and addresses for previous 5 years, birth dates, titles of officers, directors and list the percentage ownership: (attach additional sheets as needed)

NAME	ADDRESS (5 YEARS)	Date of Birth	TITLE	Ownership %
Eides Ares	87 Whipple Rd Kitley Me 03904	09.04.87	owner	50%
Henry Ares	87 Whipple Rd Kitley Me 03904	05.13.68	owner	50%

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

- If Co-Op # of members: 2 (list primary officers in the above boxes)

5. Do you permit dancing or entertainment on the licensed premises? YES NO
6. If manager is to be employed, give name: Eides ARES
7. Business records are located at: 68 Wallingford Square Kittery - ME 03904
8. Is/are applicants(s) citizens of the United States? YES NO
9. Is/are applicant(s) residents of the State of Maine? YES NO
10. List name, date of birth, and place of birth for all applicants, managers, and bar managers. Give maiden name, if married. Use a separate sheet of paper if necessary.

Name in Full (Print Clearly)	DOB	Place of Birth
Eides ARES	9-4-84	Brazil
Hency ARES	5-13-68	Philippines
Residence address on all of the above for previous 5 years (Limit answer to city & state)		
<u>87 Whipple Road, Kittery ME 03904</u>		

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

Name: _____ Date of Conviction: _____
 Offense: _____ Location: _____
 Disposition: _____ (use additional sheet(s) if necessary)

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

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

14. Does/do applicant(s) own the premises? Yes No If No give name and address of owner: 68 Wallingford Square, LLC 21 Madbury Road, Durham - NH 03824

15. Describe in detail the premises to be licensed: (On Premise Diagram Required) 25 Seat Pizza Restaurant

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

17. 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? 300 yards
 Which of the above is nearest? church

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

7. Is any principal person involved with the entity a law enforcement official?

Yes No If Yes, Name: _____ Agency: _____

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

Yes No

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

Name: _____

Date of Conviction: _____

Offense: _____

Location of Conviction: _____

Disposition: _____

Signature:

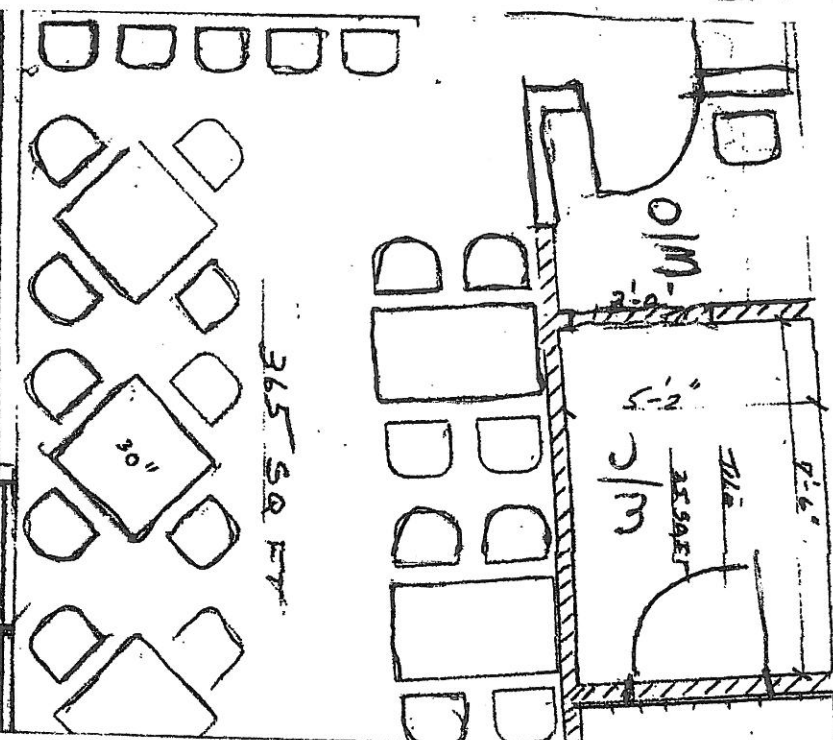
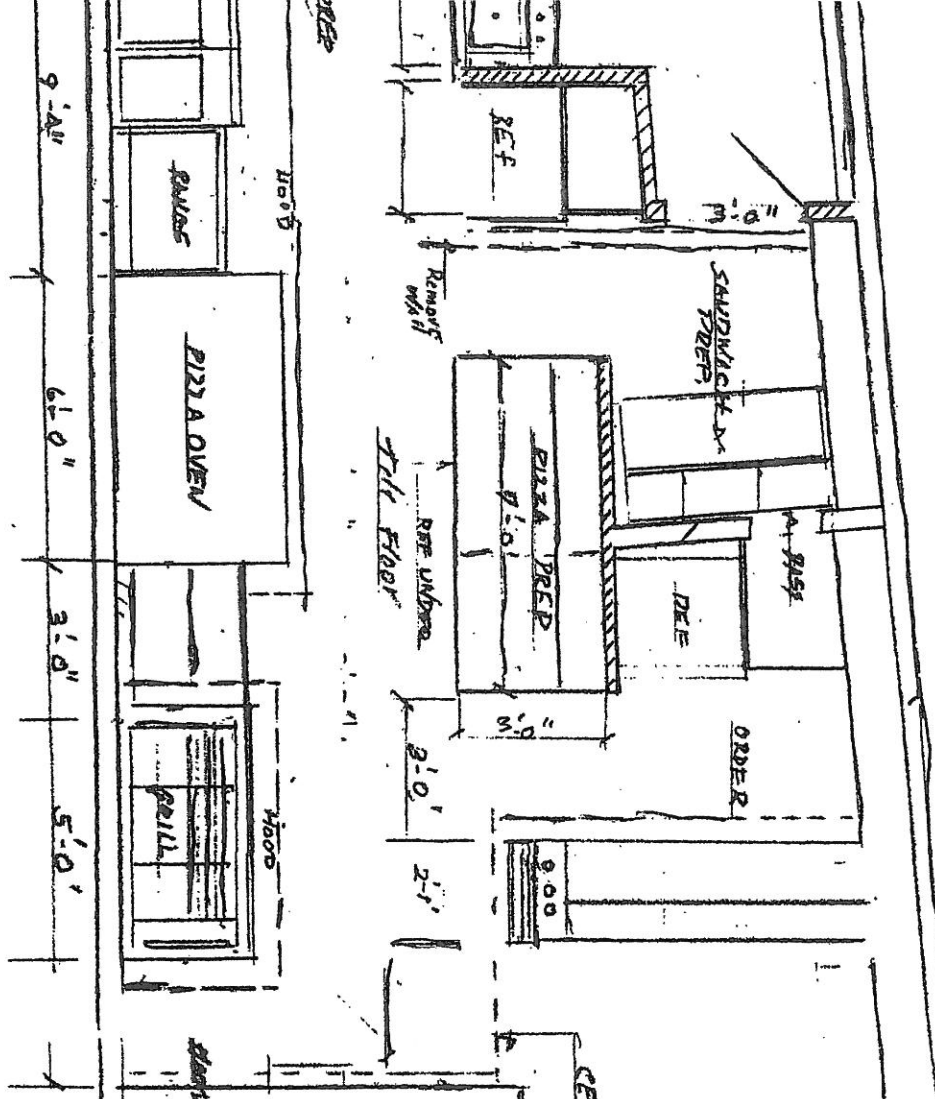
Eides Ares - Manager
Signature of Duly Authorized Person

12.11.17
Date

Eides Ares
Print Name of Duly Authorized Person

Submit Completed Forms to:

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



SO	RE	Jo
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5.0.0

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

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

Dated at: Kittery - Maine on 12-11, 20 17
Town/City, State Date

Eidos Ares - Manager
Signature of Applicant or Corporate Officer(s)
Eidos ARES
Print Name

Please sign in blue ink
[Signature]
Signature of Applicant or Corporate Officer(s)
Henry ARES
Print Name

FEE SCHEDULE

FILING FEE: (must be included on all applications)	\$ 10.00
Class I Spirituous, Vinous and Malt	\$ 900.00
CLASS I: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Vessels; Qualified Caterers; OTB.	
Class I-A Spirituous, Vinous and Malt, Optional Food (Hotels Only)	\$1,100.00
CLASS I-A: Hotels only that do not serve three meals a day.	
Class II Spirituous Only	\$ 550.00
CLASS II: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; and Vessels.	
Class III Vinous Only	\$ 220.00
CLASS III: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.	
Class IV Malt Liquor Only	\$ 220.00
CLASS IV: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Taverns; Pool Halls; and Bed and Breakfasts.	
Class V Spirituous, Vinous and Malt (Clubs without Catering, Bed & Breakfasts)	\$ 495.00
CLASS V: Clubs without catering privileges.	
Class X Spirituous, Vinous and Malt – Class A Lounge	\$2,200.00
CLASS X: Class A Lounge	
Class XI Spirituous, Vinous and Malt – Restaurant Lounge	\$1,500.00
CLASS XI: Restaurant/Lounge; and OTB.	

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

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

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

This application must be completed and signed by the Town or City and mailed to:
Bureau of Alcoholic Beverages and Lottery Operations
Division of Liquor Licensing and Enforcement
8 State House Station, Augusta, ME 04333-0008.
Payments by check subject to penalty provided by Title 28A, MRS. Section 3-B.

TO STATE OF MAINE MUNICIPAL OFFICERS & COUNTY COMMISSIONERS:

Hereby certify that we have complied with Section 653 of Title 28-A Maine Revised Statutes and hereby approve said application.

Dated at: _____, Maine _____
City/Town (County)

On: _____
Date

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

THIS APPROVAL EXPIRES IN 60 DAYS

NOTICE – SPECIAL ATTENTION

§653. Hearings; bureau review; appeal

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

A. The bureau shall prepare and supply application forms. [1993, c. 730, §27 (AMD).]

B. The municipal officers or the county commissioners, as the case may be, shall provide public notice of any hearing held under this section by causing a notice, at the applicant's prepaid expense, stating the name and place of hearing, to appear on at least 3 consecutive days before the date of hearing in a daily newspaper having general circulation in the municipality where the premises are located or one week before the date of the hearing in a weekly newspaper having general circulation in the municipality where the premises are located. [1995, c. 140, §4 (AMD).]

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

D. If an application is approved by the municipal officers or the county commissioners but the bureau finds, after inspection of the premises and the records of the applicant, that the applicant does not qualify for the class of license applied for, the bureau shall notify the applicant of that fact in writing. The bureau shall give the applicant 30 days to file an amended application for the appropriate class of license, accompanied by any additional license fee, with the municipal officers or county commissioners, as the case may be. If the applicant fails to file an amended application within 30 days, the original application must be denied by the bureau. The bureau shall notify the applicant in writing of its decision to deny the application including the reasons for the denial and the rights of appeal of the applicant. [1995, c. 140, §5 (NEW).][2003, c. 213, §1 (AMD) .]

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

A. Conviction of the applicant of any Class A, Class B or Class C crime: [1987, c. 45, Pt. A, §4 (NEW) .]

B. Noncompliance of the licensed premises or its use with any local zoning ordinance or other land use ordinance not directly related to liquor control: [1987, c. 45, Pt. A, §4 (NEW) .]

C. Conditions of record such as waste disposal violations, health or safety violations or repeated parking or traffic violations on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises or other such conditions caused by persons patronizing or employed by the licensed premises that unreasonably disturb, interfere with or affect the ability of persons or businesses residing or located in the vicinity of the licensed premises to use their property in a reasonable manner: [1993, c. 730, §27 (AMD) .]

D. Repeated incidents of record of breaches of the peace, disorderly conduct, vandalism or other violations of law on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises: [1989, c. 592, §3 (AMD) .]

E. A violation of any provision of this Title: [2009, c. 81, §1 (AMD) .]

F. A determination by the municipal officers or county commissioners that the purpose of the application is to circumvent the provisions of section 601; and [2009, c. 81, §2 (AMD) .]

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

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

A. [1993, c. 730, §27 (RP) .]

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

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

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

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

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

Please be sure to include the following with your application:

Completed the application and sign the form.

Signed check with correct license fee and filing fee.

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

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

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

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

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

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

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

NEW application: Yes No

PRESENT LICENSE EXPIRES: 1/25/18

INDICATE TYPE OF PRIVILEGE: MALT VINOUS SPIRITUOUS

INDICATE TYPE OF LICENSE:

- | | | |
|--|---|--|
| <input checked="" type="checkbox"/> RESTAURANT (Class I,II,III,IV) | <input type="checkbox"/> RESTAURANT/LOUNGE (Class XI) | <input type="checkbox"/> CLASS A LOUNGE (Class X) |
| <input type="checkbox"/> HOTEL (Class I,II,III,IV) | <input type="checkbox"/> HOTEL, FOOD OPTIONAL (Class I-A) | <input type="checkbox"/> BED & BREAKFAST (Class V) |
| <input type="checkbox"/> CLUB w/o Catering (Class V) | <input type="checkbox"/> CLUB with CATERING (Class I) | <input type="checkbox"/> GOLF COURSE (Class I,II,III,IV) |
| <input type="checkbox"/> TAVERN (Class IV) | <input type="checkbox"/> QUALIFIED CATERING | <input type="checkbox"/> OTHER: _____ |

REFER TO PAGE 3 FOR FEE SCHEDULE

ALL QUESTIONS MUST BE ANSWERED IN FULL

Corporation Name: <u>Tasty Thai, Inc</u>			Business Name (D/B/A) <u>Tasty Thai</u>		
APPLICANT(S) –(Sole Proprietor) <u>Allan I Pechner Jr.</u>		DOB: <u>05/21/71</u>	Physical Location: <u>182 State Rd</u>		
Address <u>599 Lafayette #6</u>			City/Town <u>Kittery</u>	State <u>ME</u>	Zip Code <u>03904</u>
City/Town <u>Portsmouth</u>			State <u>NH</u>	Zip Code <u>03801</u>	
Telephone Number <u>603-373-6185</u>			Business Telephone Number <u>207-439-9988</u>		
Federal I.D. # <u>475648414</u>			Seller Certificate #: or Sales Tax #: <u>1176434</u>		
Email Address: Please Print <u>Tastythaim@gmail.com</u>			Website: <u>WWW.TASTYTHAIMAINE.COM</u>		

If business is NEW or under new ownership, indicate starting date: _____

Requested inspection date: _____ Business hours: _____

- If premise is a Hotel or Bed & Breakfast, indicate number of rooms available for transient guests: _____
- State amount of gross income from period of last license: ROOMS \$ _____ FOOD \$ 236,361 LIQUOR \$ 5,235
- Is applicant a corporation, limited liability company or limited partnership? YES NO
If Yes, please complete the Corporate Information required for Business Entities who are licensees.
- Do you own or have any interest in any another Maine Liquor License? Yes No
If yes, please list License Number, Name, and physical location of any other Maine Liquor Licenses.

 License # Name of Business (Use an additional sheet(s) if necessary.)

 Physical Location City / Town

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

Name in Full (Print Clearly)	DOB	Place of Birth
Allan I Pechner Jr.	5/21/1971	Lynn, MA
Residence address on all of the above for previous 5 years (Limit answer to city & state)		
399 Maplenwood Ave Portsmouth NH 03801		

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

Name: _____ Date of Conviction: _____
 Offense: _____ Location: _____
 Disposition: _____ (use additional sheet(s) if necessary)

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

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

14. Does/do applicant(s) own the premises? Yes No If No give name and address of owner: M.H. Parson's + Son, Vombes Company; John M. Parsons PO Box 450 York ME 03906

15. Describe in detail the premises to be licensed: (On Premise Diagram Required) Existing location of Restaurant.

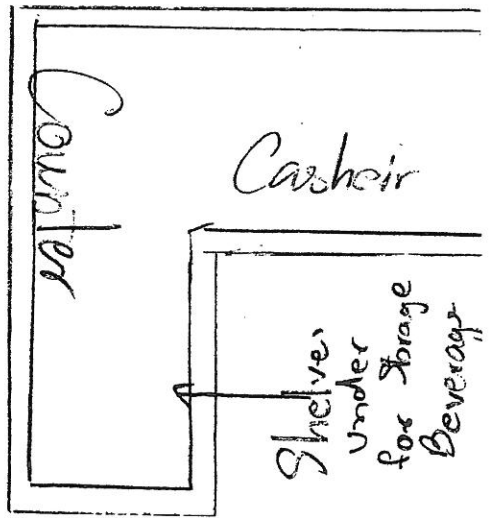
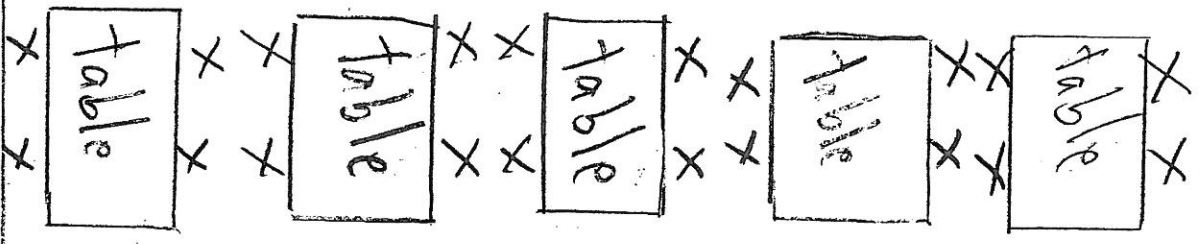
16. Does/do applicant(s) have all the necessary permits required by the State Department of Human Services?
 YES NO Applied for: _____

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

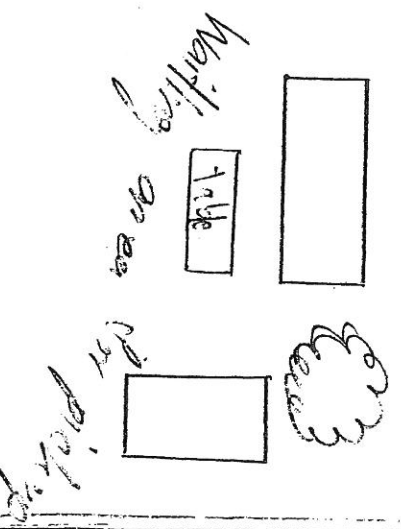
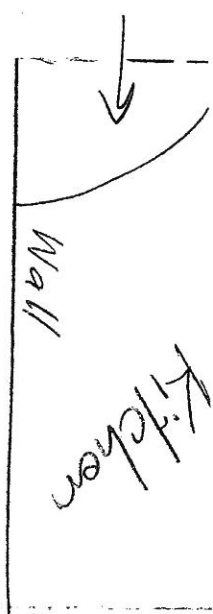
18. Have you received any assistance financially or otherwise (including any mortgages) from any source other than yourself in the establishment of your business? YES NO

If YES, give details: _____

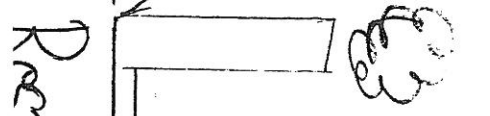
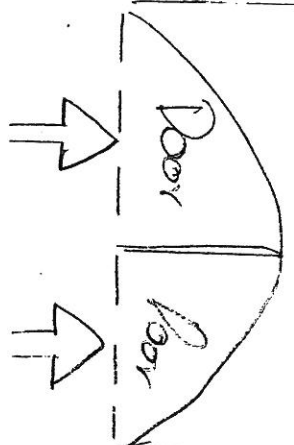
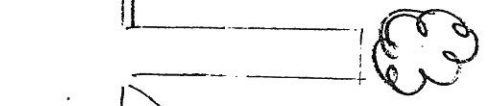
New Restroom
Men Restroom
Women Restroom



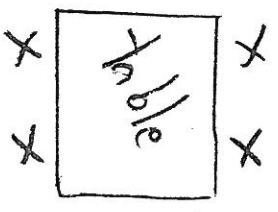
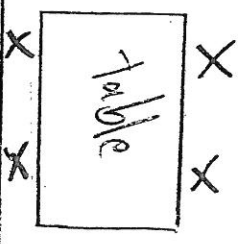
32 Seats

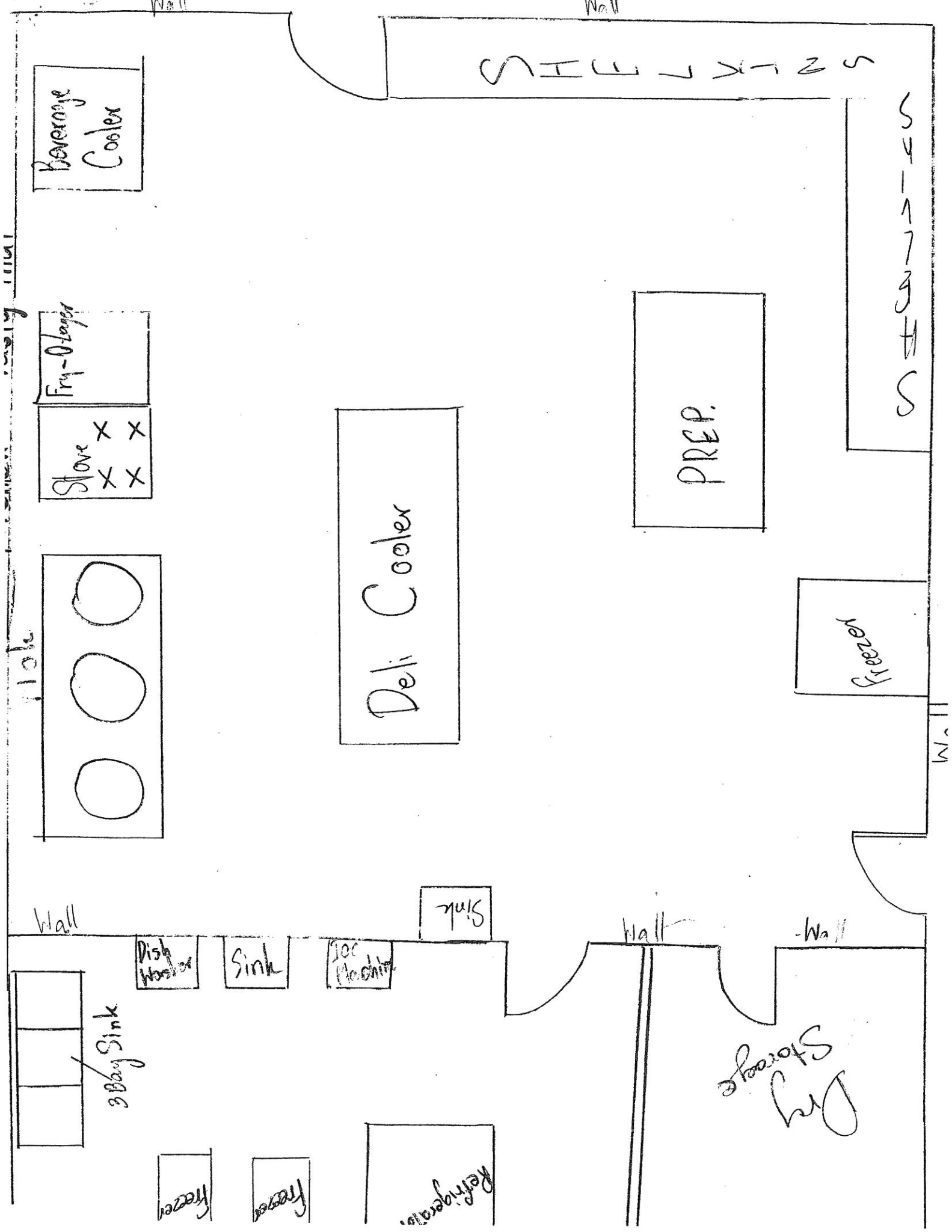


Tasty Thai



Restaurant







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

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

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

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

Please clearly complete this form in its entirety.

- Exact legal name: Tasty Thai, Inc
- Doing Business As, if any: Tasty Thai Restaurant
- Date of filing with Secretary of State: 11/16/2015 State in which you are formed: Kittery ME
- If not a Maine business entity, date on which you were authorized to transact business in the State of Maine:

- List the name and addresses for previous 5 years, birth dates, titles of officers, directors and list the percentage ownership: (attach additional sheets as needed)

NAME	ADDRESS (5 YEARS)	Date of Birth	TITLE	Ownership %
Allan I Pechner Jr.	399 Maplenwood Ave Portsmouth, NH 03801	5/21/71	owner	100

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

- If Co-Op # of members: _____ (list primary officers in the above boxes)

7. Is any principal person involved with the entity a law enforcement official?

Yes No If Yes, Name: _____ Agency: _____

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

Yes No

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

Name: _____

Date of Conviction: _____

Offense: _____

Location of Conviction: _____

Disposition: _____

Signature:

 _____
Signature of Duly Authorized Person  _____
Date

Allan I Pechner Jr.
Print Name of Duly Authorized Person

Submit Completed Forms to:


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

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

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

Dated at: Kittery, ME 03801 on 12/18, 2017
Town/City, State Date

Please sign in blue ink


Signature of Applicant or Corporate Officer(s)
Allan Pohnas Jr.
Print Name

Signature of Applicant or Corporate Officer(s)

Print Name

FEE SCHEDULE

- FILING FEE: (must be included on all applications)..... \$ 10.00**
- Class I** Spirituous, Vinous and Malt \$ 900.00
CLASS I: Airlines; Civic Auditoriums; Class A Restaurants: Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Vessels; Qualified Caterers; OTB.
- Class I-A** Spirituous, Vinous and Malt, Optional Food (Hotels Only) \$1,100.00
CLASS I-A: Hotels only that do not serve three meals a day.
- Class II** Spirituous Only \$ 550.00
CLASS II: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; and Vessels.
- Class III** Vinous Only \$ 220.00
CLASS III: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.
- Class IV** Malt Liquor Only \$ 220.00
CLASS IV: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Taverns; Pool Halls; and Bed and Breakfasts.
- Class V** Spirituous, Vinous and Malt (Clubs without Catering, Bed & Breakfasts) \$ 495.00
CLASS V: Clubs without catering privileges.
- Class X** Spirituous, Vinous and Malt – Class A Lounge \$2,200.00
CLASS X: Class A Lounge
- Class XI** Spirituous, Vinous and Malt – Restaurant Lounge \$1,500.00
CLASS XI: Restaurant/Lounge; and OTB.

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

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

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

This application must be completed and signed by the Town or City and mailed to:
Bureau of Alcoholic Beverages and Lottery Operations
Division of Liquor Licensing and Enforcement
8 State House Station, Augusta, ME 04333-0008.
Payments by check subject to penalty provided by Title 28A, MRS, Section 3-B.

TO STATE OF MAINE MUNICIPAL OFFICERS & COUNTY COMMISSIONERS:

Hereby certify that we have complied with Section 653 of Title 28-A Maine Revised Statutes and hereby approve said application.

Dated at: _____, Maine _____
City/Town (County)

On: _____
Date

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

THIS APPROVAL EXPIRES IN 60 DAYS

NOTICE – SPECIAL ATTENTION

§653. Hearings; bureau review; appeal

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

A. The bureau shall prepare and supply application forms. [1993, c. 730, §27 (AMD).]

B. The municipal officers or the county commissioners, as the case may be, shall provide public notice of any hearing held under this section by causing a notice, at the applicant's prepaid expense, stating the name and place of hearing, to appear on at least 3 consecutive days before the date of hearing in a daily newspaper having general circulation in the municipality where the premises are located or one week before the date of the hearing in a weekly newspaper having general circulation in the municipality where the premises are located. [1995, c. 140, §4 (AMD).]

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

D. If an application is approved by the municipal officers or the county commissioners but the bureau finds, after inspection of the premises and the records of the applicant, that the applicant does not qualify for the class of license applied for, the bureau shall notify the applicant of that fact in writing. The bureau shall give the applicant 30 days to file an amended application for the appropriate class of license, accompanied by any additional license fee, with the municipal officers or county commissioners, as the case may be. If the applicant fails to file an amended application within 30 days, the original application must be denied by the bureau. The bureau shall notify the applicant in writing of its decision to deny the application including the reasons for the denial and the rights of appeal of the applicant. [1995, c. 140, §5 (NEW).][2003, c. 213, §1 (AMD) .]

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

A. Conviction of the applicant of any Class A, Class B or Class C crime; [1987, c. 45, Pt. A, §4 (NEW).]

B. Noncompliance of the licensed premises or its use with any local zoning ordinance or other land use ordinance not directly related to liquor control; [1987, c. 45, Pt. A, §4 (NEW).]

C. Conditions of record such as waste disposal violations, health or safety violations or repeated parking or traffic violations on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises or other such conditions caused by persons patronizing or employed by the licensed premises that unreasonably disturb, interfere with or affect the ability of persons or businesses residing or located in the vicinity of the licensed premises to use their property in a reasonable manner; [1993, c. 730, §27 (AMD).]

D. Repeated incidents of record of breaches of the peace, disorderly conduct, vandalism or other violations of law on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises; [1989, c. 592, §3 (AMD).]

E. A violation of any provision of this Title; [2009, c. 81, §1 (AMD).]

F. A determination by the municipal officers or county commissioners that the purpose of the application is to circumvent the provisions of section 601; and [2009, c. 81, §2 (AMD).]

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

[2009, c. 81, §§1-3 (AMD) .]

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

A. [1993, c. 730, §27 (RP).]

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

[1995, c. 140, §6 (AMD) .]

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

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

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

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

Please be sure to include the following with your application:

Completed the application and sign the form.

Signed check with correct license fee and filing fee.

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

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

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

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

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



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

REPORT TO TOWN COUNCIL

Meeting Date: December 27, 2017
From: Kendra Amaral, Town Manager
Subject: Title 2 Amendment – Town Clerk/Registrar of Voters Position
Councilor Sponsor: Chairperson Kenneth Lemont

EXECUTIVE SUMMARY

Town Clerk Maryann Place has conducted a review of the position purpose and job responsibilities of the Town Clerk/Registrar of Voters in preparation for her upcoming retirement in March of 2018. In that review, it was identified that the purpose and responsibilities require updating to reflect the current expectations of the position.

STATEMENT OF NEED

The Town Clerk position will be vacant in the spring of 2018 due to the upcoming retirement of Maryann Place. In conjunction with posting the position, we want to ensure the position responsibilities, as defined by Title 2, are accurate and complete.

The proposed revisions properly acknowledge the Town Clerk/Registrar of Voters' role in managing vital and municipal records, processing collections for taxes and fees, and ensuring fair and proper elections. The revisions also remove responsibilities now handled by the Human Resources Generalist and Secretary to the Town Manager. Generally, the revisions better reflect the shift of the Town Clerk/Registrar of Voters from an administrative support role to a critical member of the administration's leadership team.

PROPOSED SOLUTION/RECOMMENDATION

Approve revisions as recommended.

**KITTERY TOWN CODE TITLE 2, PROPOSED AMENDMENT –
UPDATE TITLE 2 TOWN CLERK**

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 Clerk position purpose and responsibilities as listed in Title 2 requires
11 updating to reflect the current responsibilities of the position;

12 **NOW THEREFORE**, IN ACCORDANCE WITH TITLE 30-A MRS §3001, AND TOWN
13 CHARTER §2.14, THE TOWN OF KITTERY HEREBY ORDAINS AMENDMENT OF TITLE 2,
14 PERSONNEL and ADMINISTRATION, OF THE TOWN CODE, AS PRESENTED.

15 **INTRODUCED** and read in a public session of the Town Council on the ____ day of _____,
16 20____, by: _____ {NAME} Motion to approve by Councilor
17 _____ {NAME}, as seconded by Councilor _____ {NAME} and
18 passed by a vote of _____.

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

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

1 **Chapter 2.4 PERSONNEL POSITIONS ESTABLISHED**

2 **Article I. Administration**

3 **2.4.1.1 Town Manager.**

4 The purpose of this position is to direct and manage all day-to-day activities in regard to the
5 implementation and supervision of policies and procedures for the Town. This position reports to
6 the Town Council. Duties include, but are not limited to: supervising staff; directing activities;
7 appointing and prescribing duties; attending meetings; preparing and submitting budgets and
8 reports; and performing additional tasks as assigned by the Town Council.

9 **2.4.1.2 Town Clerk/Registrar of Voters.**

10 The purpose of this position is to supervise ~~clerical staff and to provide administrative and~~
11 ~~secretarial support to the Town Manager~~ the Town Hall service counter, collection of taxes, fees
12 and licenses, manage vital and municipal records, administer fair and proper elections, and
13 provide administrative support to the Town Council. This position reports to the Town Manager.
14 Duties include, but are not limited to: supervising staff; ~~directing and administrating~~ supervising
15 collection activities; maintaining records and files; managing, preserving and providing access to
16 municipal records; preparing reports; notarizing documents; ~~preparing worker's compensation and~~
17 ~~property and casualty insurance claims; approving invoices;~~ attending regular council meetings;
18 processing voter registrations and administering elections; and performing additional tasks as
19 assigned by the Town Manager, or as directed by statute.

20 **2.4.1.3 Deputy Town Clerk / General Assistance Administrator.**

21 The purpose of this position is to provide administrative support to the citizens of the Town. This
22 position reports to the Town Clerk. Duties include, but are not limited to: providing assistance to
23 the public; filling in for the Town Clerk as necessary, maintaining books; completing reports;
24 performing administrative tasks; and performing additional tasks as assigned by the Town Clerk.

25 **2.4.1.4 Assistant Town Clerk.**

26 The purpose of this position is to greet and assist citizens of the Town in regard to official
27 administrative functions. This position reports to the Town Clerk. Duties include, but are not limited
28 to: preparing vehicle registrations; collecting taxes; preparing licenses; assisting the Town Clerk
29 and Deputy Town Clerk at the counter; and performing additional tasks as assigned by the Town
30 Clerk.

31 **2.4.1.5 Deputy Treasurer.**

32 The purpose of this position is to provide treasury services for the Town. Duties include, but are
33 not limited to: supervising the position of accountant bookkeeper, and payroll clerk; assisting with
34 budget preparation, preparing department expense reports, reconciling bank accounts, monitoring
35 and transferring funds in the main operating account and reserve/dedicated accounts, monitoring
36 bank cash flow balances, and performing additional tasks as assigned by the Town Manager/ and
37 Business Manager.

1.2 Town clerk/registrar of voters.

- A. Purpose of Position. The purpose of this position is to supervise ~~clerical staff and to provide administrative and secretarial support to the Kittery town manager~~ the Town Hall service counter, and the collection of taxes, fees and licenses, manage vital and municipal records, administer fair and proper elections, and provide administrative support to the Town Council. This position reports to the town manager. Duties include, but are not limited to: supervising staff; ~~directing and supervising~~ collection activities; maintaining records and files; managing, preserving and providing access to municipal records; preparing reports; notarizing documents; ~~preparing worker's compensation and property and casualty insurance claims; approving invoices;~~ attending regular council meetings, processing voter registrations, and administering elections, and performing additional tasks as assigned by the town manager, or as directed by statute.
- B. Essential Duties and Responsibilities. The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.
1. Supervises and evaluates assigned staff; manages employee concerns; directs work assignments, and counsels/disciplines employees, when necessary; provides for employee training and development, as needed;
~~Supervises Deputy Town Clerk, Assistant Town Clerk and Administrative Clerks; front office clerical staff; serves as office manager; arranges for the repair and maintenance of all office equipment; monitors and purchases all forms, copier paper, and supplies; approves and codes invoices for purchases and advertising;~~
 2. Meets with the public and customers, ensures department activities result in fair, consistent, and predictable processes and treatment of all customers;
 3. Manages and oversees the operation of direct customer payment and the computerized motor vehicle and clerk program and on-line rapid renewal license, registration, and fine/fee payment programs, and administration of general assistance;
 4. Assists town manager with various projects; assists the town manager during the absence of the manager's secretary; ~~assists with budget preparation and maintains the town website;~~
 5. Prepares agendas and council packets; prepares legal notices for public hearings; prepares and assembles town report; prepares weekly vital statistic reports; prepares and maintains adopted and amended ordinances for town code;
 6. Issues various business licenses; collects associated fees; notarizes documents for official town business; collects and records cemetery perpetual care fees; prepares annual unregistered dog-warrant list; issues marriage licenses, burial permits, and other vital records;
 7. Maintains records of terms of various boards; advertises vacancies in regard to same; administers oath of office to members of all boards and elected officials; prepares appointment forms for all board members; maintains town record books;
 8. Serves as treasurer for the Mary Safford Wildes Trust and the George Smart Santa Claus Fund, ~~issuing distributes fundschecks, preparing prepares~~ quarterly reports and maintaining investments and checking accounts;
~~Approves vacation compensation time and sick leave for front office clerical staff; prepares new hire paperwork, insurance changes, worker's compensation claims and maintains personnel files for all town employees;~~

46 ~~Performs administrative tasks such as answering phones, taking and relaying messages,~~
47 ~~making copies; scanning, faxing, and typing documents, maintaining files, and answering~~
48 ~~written correspondence;~~

49 9. Computes and prepares payroll for the administration department, council and election
50 workers;

51 10. ~~supervises~~ Supervises and coordinates elections; serves as the registrar of voters,
52 supervising deputies, maintaining all voter registration records, producing voter lists,
53 generating reports and assisting the public with registration inquiries;

54 ~~Utilizes various office machines and equipment in the delivery of service, such as~~
55 ~~computers, scanners, printers, telephone, facsimile machine, adding machine, copier,~~
56 ~~typewriter, and postage meter;~~

57 11. Reviews and receives various reports, documents, and forms, including billing invoices,
58 personal checks, attendance records, job applications, annual reports, ~~workers~~
59 ~~compensation records, insurance claims~~ and vital statistics reports;

60 ~~Interviews and hires administrative clerks, assistant town clerk(s) and deputy town clerks;~~
61 ~~Responsible for maintaining MSDS sheets and keeping federal and state labor law posters~~
62 ~~current and posted at the municipal office.~~

63 12. ~~Attends meetings and seminars;~~ sServes as back-up for front counter personnel, and
64 general assistance as needed;

65 13. Performs other related duties as ~~required~~ assigned by the Town Manager.

66 C. Essential Training and Experience Required to Perform Essential Functions.

67 1. High school diploma or GED required, with a minimum of three years' experience as a Town
68 Clerk or Registrar of Voters ~~an office manager, or administrative clerk,~~ or any equivalent
69 combination of education, training, and experience which provides the requisite knowledge,
70 skills, and abilities for this position.

71 2. Must possess a valid driver's license;

72 3. Ability to understand, interpret, and apply complex local and state laws and regulations;

73 4. Excellent verbal and writing skills, ability to communicate effectively and in an appropriate
74 professional manner.

75 ~~3. Supervisory experience required.~~

76 ~~4. Must have typing skills and computer program knowledge and experience including~~
77 ~~Windows, and Microsoft Office (Word, Excel and Access).~~

78 5. Must be and remain a notary public with the state of Maine throughout employment.

79 ~~6. Must attend new motor vehicle registration and re-registration seminars.~~

80 D. Minimum Physical and Mental Abilities Required to Perform Essential Functions.

81 1. Physical Requirements.

82 a. Must be able to operate a computer, keyboard, printer, telephone, and other equipment
83 necessary to perform the duties of this position;

84 b. Must be able to move or carry job-related objects or materials;

85 c. Must be able to sit and stand for long periods;

86 d. Must be able to communicate through human speech and in writing;

87 e. Must be physically capable of lifting 50 pounds.

88 2. Mental Abilities

89 a. Requires the ability to develop and maintain positive relationships with employees, vendors,
90 and departments;

- 91 b. Requires the ability to exercise initiative and good judgement, to set priorities and complete
92 efforts independently and as a member of a team;
- 93 c. Requires the ability to utilize mathematical formulas, and to understand a variety of
94 professional, technical and administrative documentation, directions, regulations,
95 instructions, methods and procedures;
- 96 d. Requires the ability to produce reports that are accurate and complete;
- 97 e. Requires the ability to communicate with people to convey or exchange professional
98 information;
- 99 f. Ability to cope with situations firmly, courteously, tactfully and with respect for the rights of
100 others;
- 101 g. Ability to analyze situations quickly and objectively and to determine proper course of action
- 102 ~~a. — Must be physically able to operate a variety of automated office machines and~~
103 ~~equipment, including, but not limited to: calculator, computer, typewriter, facsimile machine,~~
104 ~~copier, scanner, printer and telephone;~~
- 105 ~~b. — Must be able to move or carry job-related objects or materials;~~
- 106 ~~c. — Must be physically capable of reaching to obtain various books, printouts, file boxes,~~
107 ~~computer paper, etc.;~~
- 108 ~~d. — Physical demand requirements are at levels of those for sedentary or office environment~~
109 ~~work.~~
- 110 ~~2. — Numerical Aptitude.~~
- 111 ~~a. — Requires the ability to utilize mathematical formulas; add and subtract; multiply and~~
112 ~~divide totals; determine percentages; and interpret same as may be appropriate.~~
- 113 ~~3. — Language Ability.~~
- 114 ~~a. — Requires the ability to read a variety of professional, technical and administrative~~
115 ~~documentation, directions, regulations, instructions, methods and procedures;~~
- 116 ~~b. — May require the ability to produce reports with proper format, punctuation, spelling and~~
117 ~~grammar, using all parts of speech.~~
- 118 ~~4. — Interpersonal Communication.~~
- 119 ~~a. — Requires the ability to communicate with people to convey or exchange professional~~
120 ~~information.~~
- 121 ~~5. — Environmental Adaptability.~~
- 122
- 123 ~~a. — Requires the ability to interact with people (i.e., staff, general public and elected officials)~~
124 ~~beyond giving and/or receiving instructions;~~
- 125 ~~b. — Work is normally performed in an office environment. Headaches, eye strain, carpal~~
126 ~~tunnel syndrome, and related occupational hazards associated with computer work reflect most~~
127 ~~common potential for injury.~~
- 128



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

REPORT TO TOWN COUNCIL

Meeting Date: December 27, 2017
From: Kendra Amaral, Town Manager
Subject: Title 2 Amendment: Process
Councilor Sponsor: Chairperson Kenneth Lemont

The Council included in my 2017 goals to propose and implement Charter, Ordinance, and Rule changes that improve efficiency and effectiveness of Town operations. Specifically, this year I have focused on simplifying the work flow for the personnel director, a role the Town Manager holds per charter.

In November, voters approved a change to the charter that vested the professional management responsibilities of the Town's personnel functions in the Town Manager and professional staff, and eliminated the volunteer Personnel Board. I will be proposing Title 2 amendments to reflect this. The proposed amendments also eliminate reference to the Human Resources Manager, which we abandoned as a position in early 2017.

The next phase in improving the process is seeking approval from the Council to allow the Town Manager to maintain job descriptions for existing positions without Council action. (2.3.6.B).

The proposed change will not impact the Council authority on the creation of positions or the establishment and amendment of position purposes, which are codified in Title 2. It will allow the Town Manager to manage the specific job descriptions which are contained in "policy".

STATEMENT OF NEED

Job descriptions serve many purposes. They establish the range of responsibilities for a position, identify minimum requirements, including physical and mental requirements. The job descriptions are also used in recruitment; they convey important information to job candidates and perspective employees. Having modern, accurate, and up-to-date job descriptions is critical to our operation.

By allowing the Town Manager to maintain the job descriptions as an administrative function, we will be able to modernize the descriptions and improve the format, which will benefit recruiting efforts. We will also be able to increase our ability to respond and react to changes in expectations and responsibilities of positions, and changes in labor law that impact job description requirements.

PROPOSED SOLUTION/RECOMMENDATION

Approve as proposed

**KITTERY TOWN CODE TITLE 2, PROPOSED AMENDMENT –
UPDATE TITLE 2 TO REFLECT CHARTER REVISIONS**

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 Council directed the Town Manager to propose and implement charter,
11 ordinance, and rule changes that improve efficiency and effectiveness of town operations; and

12 **WHEREAS**, in November of 2017 the Kittery voters approved a change to the charter that
13 vested the professional management responsibilities of the Town’s personnel functions in the
14 Town Manager and professional staff, and in doing so eliminated the volunteer Personnel Board
15 from the charter; and

16 **WHEREAS**, Title 2 requires amendment in order to align with the charter revisions approved by
17 the voters; and

18 **WHEREAS**, The Town Council seeks to improve efficiency and effectiveness of town operations
19 as they relate to the professional management of the town’s personnel functions by allowing the
20 Town Manager to maintain and amend job descriptions for existing positions as an
21 administrative function without Council action;

22 **NOW THEREFORE**, IN ACCORDANCE WITH TITLE 30-A MRS §3001, AND TOWN
23 CHARTER §2.14, THE TOWN OF KITTERY HEREBY ORDAINS AMENDMENT OF TITLE 2,
24 PERSONNEL and ADMINISTRATION, OF THE TOWN CODE, AS PRESENTED.

25 **INTRODUCED** and read in a public session of the Town Council on the ____ day of _____,
26 20____, by: _____ {NAME} Motion to approve by Councilor
27 _____ {NAME}, as seconded by Councilor _____ {NAME} and
28 passed by a vote of _____.

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

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

1 **Title 2 ADMINISTRATION AND PERSONNEL**

2
3 **Chapter 2.1 ADMINISTRATIVE PROVISIONS GENERALLY**

4
5 **2.1.1 Office of Commissioner of Public Works an Appointive Office.**

6 The office of Commissioner of Public Works is an appointive position.

7
8 **2.1.2 Enforcement Powers of the Chief of Police.**

9 The Chief of Police is authorized to represent the Town in District Court in the prosecution of
10 alleged violations of those ordinances that the police department is empowered to enforce, if duly
11 certified in accordance with 25 M.R.S. §2803-A (8) or successor statute. The Chief of Police may
12 designate any officer under command, if so certified, to perform this prosecutorial function.

13
14 **Chapter 2.2 FIRE DEPARTMENT**

15
16 **2.2.1 Purpose.**

17 The purpose of this chapter is to recognize and establish the Kittery Fire Department as the
18 municipal firefighting unit within the Town pursuant to 30-A M.R.S. §3151, and to vest the Fire
19 Department with all the rights, responsibilities, and obligations of a municipal Fire Department as
20 created under said statute.

21
22 **2.2.2 Establishment.**

23 The Fire Department is established as the organized firefighting unit for the Town for the principal
24 purpose of preventing and extinguishing fires and related activities as provided by 30-A M.R.S.
25 §3151.

26
27 **2.2.3 Fire Chief.**

28 The Fire Chief is the administrative head of the Fire Department and is responsible for the
29 management of the department. The duties and scope of employment of the Fire Chief are as
30 defined in the personnel code. The Fire Chief is appointed by and is directly accountable to the
31 Town Manager. In addition, the Fire Chief is responsible for promulgating and enforcing rules,
32 policies and regulations of the Fire Department. In addition to all other duties and responsibilities,
33 the Fire Chief prepares the annual budget in a manner and form as the manager deems desirable
34 or the council requires consistent with the Town charter.

35
36 **2.2.4 Pending Matters.**

37 All rights, claims, actions, contracts, mutual aid agreements and other legal or administrative
38 proceedings taken by or affecting the Fire Department in its said capacity and all Town
39 ordinances, resolutions, orders and regulations adopted by the Town and the policies, rules and
40 regulations of Fire Department remain in full force and effect and are adopted, ratified and become
41 incorporated into and binding on the Fire Department as herein established as if the same were
42 repeated and fully set forth and incorporated by reference herein. In addition, the Fire Department
43 has all rights, obligations and legal authority consistent with the Town charter and state statutes.

44 **2.2.5 Election of Fire Department Officers.**

45 Each district of the Fire Department has subordinate officers consisting of a Deputy Chief, one or
46 more Captains and one or more Lieutenants and they are to be elected or reelected for one-year
47 terms in the following manner:

48
49 A. A nominating committee from each district is to propose one or more candidates for each office
50 from among those firefighters who have met the officer candidate qualifications established by
51 each district.

52
53 B. The list of candidates is to be submitted to the Town Manager via the Fire Chief. Within ten
54 (10) days after the list is submitted to the Fire Chief, either the Fire Chief or the Town Manager
55 may reject any candidate for cause relating to previous performance or other serious problems.
56 Candidates who are rejected are to be given a reason in writing for the rejection and are entitled to
57 request a hearing before a board consisting of the Town Manager, the Fire Chief and the
58 nominating committee to be held within ten (10) days of rejection. The decision of the Town
59 Manager after such a hearing is final.

60
61 C. The election is held in the month of December on a date determined by the members of each
62 district and the candidates with the most votes for each office are officially appointed to office by
63 the Fire Chief.

64
65 **Chapter 2.3 PERSONNEL SYSTEM GENERALLY**

66
67 **2.3.1 Definition of Terms.**

68 As used in this chapter, unless the context otherwise indicates, the following terms have the
69 meanings indicated in this section:

70
71 **Domestic partner** means one of two unmarried adults who are domiciled together under long-
72 term arrangements that evidence a commitment to remain responsible indefinitely for each other's
73 welfare.

74
75 **Registered domestic partners** means domestic partners who are registered in accordance with
76 22 M.R.S. §2710, or any successor statute.

77
78 **2.3.2 General Provisions.**

79 It is the declared policy of the Town that:

- 80
81 A. Employment in the Town government is based on merit and fitness, free of personal and
82 political considerations;
83 B. Just and equitable incentives and conditions of employment are established and maintained to
84 promote efficiency and economy in the operation of the Town government,
85 C. Positions having similar duties and responsibilities are classified and compensated on a
86 uniform basis;

87 D. Appointments, promotions and other actions requiring the application of merit are based on
88 qualifications and performance. Seniority is considered when all other factors are deemed to be
89 equal;

90 E. High morale is maintained by fair administration of this chapter and by every consideration of
91 the rights and interests of employees consistent with the best interests of the public and the Town;
92 and

93 F. Tenure of employees covered by this chapter is subject to good behavior, the satisfactory
94 performance of work, necessity for the performance of work, and the availability of funds.

95

96 **2.3.3 Scope and Coverage.**

97 A. The provisions of the personnel classification and compensation plan apply to all positions in
98 the Town except as follows:

99

- 100 1. All elected officials and members of boards and commissions;
- 101 2. Employees under the control of the school committee;
- 102 3. Volunteer personnel and personnel appointed to serve without pay/salary, including those
103 personnel who are merely reimbursed for out-of-pocket expenses associated with the performance
104 of their responsibilities. This exception does not apply to department heads and other employees
105 with significant supervisory responsibility whose positions require significant independence in the
106 completion of their work;
- 107 4. Consultants and counsel rendering temporary professional services;
- 108 5. Positions which involve seasonal or part-time employment. Seasonal employment is defined
109 as employment that does not continue for at least one continuous calendar year (three hundred
110 sixty-five (365) days), and part-time employment is defined as employment consisting of less than
111 thirty (30) hours of work per week, regardless of the length of employment;
- 112 6. Employees under separate union contracts, except that the provisions of this section apply to
113 those areas not covered by union contract;
- 114 7. Management employees with separate employment agreements.

115

116 B. Nothing herein, however, prohibits reference to this plan for assistance in determining the
117 compensation and benefits of Town employees not covered by the plan.

118

119 **2.3.4 Administration.**

120 The personnel program established by this chapter is to be administered by the Town Manager.
121 The Town Manager shall:

122

123 ~~Attend meetings of the personnel board when requested;~~

124 A. Administer all the provisions of this chapter and of the personnel rules;

125 B. Prepare and recommend to the Town Council revisions and amendments to the personnel
126 rules;

127 ~~C. Prepare such personnel reports and provide such personnel information as is directed by the
128 personnel board.~~

2.3.5 Personnel Rules - Promulgation, Adoption, Force and Effect, Amendment.

The Town Manager is to draft such rules as may be necessary to carry out the provisions of this chapter. These rules must be submitted for adoption by ordinance of the Town Council. These rules have the force and effect of law; except that it is clearly understood that these rules are subordinate to and may not conflict with the provisions of the Town Charter and state law. Amendments of the rules are made in accordance with the same procedure.

2.3.6 Classification Plan - Maintenance.

The Town Manager is responsible for the proper and continued maintenance of the classification plan so that it will always reflect the duties being performed by each employee in the Town service and the class to which each position is allocated. Revisions of class specifications and reallocation of positions within the approved classification plan are made as follows:

A. The Town Manager, charged with the responsibility for maintaining the plan, shall study the duties and responsibilities of each new position. The manager may make a recommendation to the Town Council as to the desirability of creating ~~the~~ a new position, and, if the position is created, shall place the position in the appropriate class within the classification plan or if there is not an appropriate class, create a new one for the position.

B. Department heads are to report changes in the duties and responsibilities of a position to the Town Manager. ~~After forwarding recommendation for approval or denial, of such changes to the Town Council, and, if~~ the changes accepted are permanent and of such a nature as to require it, the Town Manager is to reallocate the position to the appropriate class.

C. A department head, or an employee through the department head, may request the Town Manager to review the duties of any position.

D. The Town Manager shall review the classification plan periodically, and, upon the basis of that review, may recommend that classes be combined or abolished or that new classes be established.

E. The classification of positions within the Town service are governed by the provisions of the personnel position-classification plan as specified in Chapter 2.4.

2.3.7 Pay Plan - Maintenance.

A. The Town Manager is responsible for the proper and continued maintenance of the pay plan and may review the pay plan or parts of it at any time but must review the overall pay plan at least once a year. The range for each class must be such as to reflect the differences in duties and responsibilities and must be related to compensation for comparable positions in other places of public and private employment.

~~The Town Manager shall submit the pay plan and the rules for its administration to the council for adoption. Any amendments made by the council must apply uniformly to all positions within the same class.~~

173 ~~Each department head must include in the proposed budget for the department a pay~~
174 ~~adjustment section to provide funds for anticipated pay adjustments during the ensuing year,~~
175 ~~expenditures to be made therefrom only in accordance with the pay plan.~~
176

177 B. Procedures for the setting of rates of compensation within the Town service are governed by
178 the provisions of the pay plan as specified in Chapter 2.5.

179
180 **2.3.8 Appointments and Promotions.**

181 A. Appointments to the Town service may be provided for by rule as set forth under Section 2.3.5.

182
183 B. Vacancies in positions above the entrance level are filled by promotion whenever, in the
184 judgment of the Town Manager, it is in the best interests of the Town to do so. Promotions must
185 give appropriate consideration to the applicant's qualifications, record of performance, and
186 seniority (see Section 2.3.2 D).

187
188 C. In the event an appointment or promotion is on an "acting" basis, it must not be for a period of
189 more than ninety (90) days unless serious extenuating circumstances dictate otherwise, in which
190 case the Town Manager may extend an "acting" promotion or appointment for additional periods
191 up to ninety (90) days.

192
193 **2.3.9 Probation.**

194 A. Employees subject to the provisions of the personnel position-classification and pay plan, at
195 the time of their original appointment, are subject to a period of probation. The regular period of
196 probation is six months for most employees, but is twelve (12) months for the following job
197 classes: chief of police; commissioner of public works; Town Clerk; superintendent of sewer
198 services; Fire Chief; and other employees under separate employment agreement or collective
199 bargaining agreement where said agreements specify a twelve (12) month probationary period. No
200 probationary period may extend beyond twelve (12) months.

201
202 B. The work and conduct of probationary employees is subject to close scrutiny and evaluation,
203 and if found to be below standards satisfactory to the appointing authority, the appointing authority
204 may remove or demote the probationer at any time during the probationary period. Such removals
205 or demotions are not subject to review or appeal.

206
207 C. An employee may be retained beyond the end of the probationary period only if the Town
208 Manager affirms by written evaluation of the employee that the services have been found to be
209 satisfactory. The employee is to be given a copy of the evaluation.

210
211 **2.3.10 Absences - Hours of Work.**

212 Rules are to be adopted prescribing hours of work and the conditions and lengths of time for which
213 leaves of absence without pay may be granted. These rules cover, among others, vacations, sick
214 leaves, longevity, overtime, paid holidays, bereavement pay and jury duty.

215 **2.3.11 Training.**

216 The Town Manager is to encourage the improvement of service by encouraging employees to
 217 attend training schools and sessions, which need not be limited to training for specific jobs but may
 218 include training for advancement and for general fitness for public service.

219
 220 **2.3.12 Separations.**

221 A. When in the judgment of the Town Manager an employee's work performance justifies
 222 disciplinary action short of dismissal, the employee may be suspended without pay. ~~A suspended~~
 223 ~~employee may not request a hearing before the personnel board unless the suspension is for~~
 224 ~~more than five working days, or unless the employee has already received a previous suspension~~
 225 ~~within the six months immediately prior thereto. The Human Resources Manager and the~~
 226 ~~personnel board must be notified of any actions under this section.~~

227
 228 B. A permanent employee may be dismissed or demoted whenever in the judgment of the Town
 229 Manager the employee's work or misconduct so warrants. The Town Manager, when taking such
 230 action, shall file with the employee ~~and the Human Resources Manager and the personnel board~~ a
 231 written notification containing a statement of the substantial reasons for the action. The employee
 232 must be notified no later than the effective date of the action. The notice must inform the employee
 233 that he or she is allowed five working days from the effective date of the action to file a written
 234 reply with the Town Manager ~~and the Human Resources Manager and the personnel board, and~~
 235 ~~to request in writing a hearing before the personnel board.~~

236
 237 ~~If the employee files a written reply and requests a hearing within the prescribed period, the~~
 238 ~~personnel board must meet within five working days to set a hearing date. The hearing may be~~
 239 ~~private or open to the public at the discretion of the employee.~~

240
 241 ~~The Human Resources Manager is the hearing official, but is not a member of the board. The~~
 242 ~~Chairperson will preside over the meeting. In conducting a hearing, the proceedings are informal~~
 243 ~~and it is assumed that the action complained of was taken in good faith, unless proved otherwise.~~

244
 245 ~~Upon completion of the hearing, the personnel board must issue its written advisory opinion to the~~
 246 ~~Town Manager and to the employee within thirty (30) days.~~

247
 248 C. An employee may resign by notification to the Town Manager.

249
 250 Note: An employee resigning in good standing may be reinstated within two years after the date of
 251 resignation.

252
 253 D. Grievance Procedure. The term "grievance" includes any dispute concerning the application or
 254 interpretation of any of the provisions of this chapter or Charter of the Town.

255
 256 1. An employee, believing a reason for grievance exists, must first reduce the problem to writing
 257 and discuss the matter with the department head within forty-eight (48) hours of noting the
 258 grievance. Within five working days the department head must render a written decision.

259 2. If the grievant is not satisfied with the decision, the grievant may request in writing a meeting
260 with the Town Manager and present the claim in writing, with a statement that the grievance is or
261 is not a result of discrimination. Alleged discrimination practices are not covered under this
262 grievance procedure, but are processed in accordance with applicable laws of the State of Maine.

263
264 3. The Town Manager shall, within two working days after the receipt of the written grievance,
265 meet with the grievant, and the grievant's representative, if there is one, to discuss possible
266 resolution. The Town Manager will render a decision in writing to the aggrieved employee with a
267 copy to the representative within five working days after said meeting.

268
269 ~~If the grievant is not satisfied with the decision, the grievant may within five working days forward~~
270 ~~the grievance in writing to the Human Resources Manager who will then forward the request to the~~
271 ~~personnel board. The personnel board shall within five working days after receipt of the written~~
272 ~~grievance meet with the grievant and grievant's representative if there is one, the Town Manager,~~
273 ~~the Human Resources Manager, the appropriate department head and/or supervisor, and others~~
274 ~~as deemed appropriate. An advisory decision in writing to all parties will be given within ten (10)~~
275 ~~days after said meeting.~~

276
277 **Hearings.**

278 A. ~~During the course of any hearing, the Human Resources Manager and the personnel board~~
279 ~~may request any employee of the Town to attend and give witness.~~

280
281 B. ~~The Town must provide a secretary to record proceedings of an official hearing upon request.~~
282 ~~A transcript of the hearing must be furnished to the Town Manager, the Human Resources~~
283 ~~Manager and the members of the personnel board and to the employee concerned.~~

284
285 C. ~~An employee requesting a hearing under Section 2.3.12 B must notify the Human Resources~~
286 ~~Manager and the personnel board in writing of the employee's desire to have a representative in~~
287 ~~attendance during the hearing.~~

288
289 **2.3.13 Tenure and Reduction in Force.**

290 A. The tenure of every employee is conditioned on good behavior and the satisfactory
291 performance of duties. Any employee may be temporarily separated by layoff or suspension; or
292 permanently separated by resignation or dismissal.

293
294 B. Whenever there is lack of work or lack of funds requiring reductions in the number of
295 employees in a department or division of the Town government, the required reduction must be
296 made in such job class or classes as the Town Manager and the department head may designate,
297 provided, that employees must be laid off in the inverse order of their relative length of service.
298 Within each affected job class, all temporary employees must be laid off before any permanent
299 employees.

300
301 **2.3.14 Records.**

302
303 **2.3.14.1 Maintenance.**

304 The Town Manager shall maintain adequate records of ~~the proceedings of the personnel board,~~
305 ~~and of~~ the Town Manager's own official acts, the employment record of every employee, and
306 where appropriate, the examination record of every candidate for employment.

307
308 **2.3.14.2 Duty of Department Heads to Furnish Information.**

309 Department heads must furnish such information as may be requested for this purpose.

310
311 **2.3.14.3 Availability.**

312 Such records as relate to employee compensation and fringe benefits must be maintained by the
313 Town Manager ~~and be made available at the request of the Human Resources Manager and the~~
314 ~~personnel board for matters specifically relating to grievances, separation, demotion or~~
315 ~~suspensions. The Town Manager shall also bring to the attention of the Human Resources~~
316 ~~Manager and the personnel board any deviations in employee compensation, fringe benefits, and~~
317 ~~like matters as may be noted by the Town Manager.~~

318
319 **Human Resources Manager**

320 ~~The Human Resources Manager is defined as a shared position located within the School~~
321 ~~Department.~~

322
323 **2.3.16 General Prohibitions.**

324
325 **2.3.16.1 Politics - Political Activity.**

326 Employees covered by the provisions of the position-classification and pay plan are selected
327 without regard to political considerations, may not be required to contribute to any political
328 purpose, and may not engage in improper political activity. The rules define the scope of improper
329 political activity.

330
331 **2.3.16.2 Discrimination.**

332 There is no discrimination against any person seeking employment or employed under the
333 provisions of the position-classification and pay plan because of race, gender, marital status, age,
334 nationality, handicap, sexual orientation, political or religious opinions or affiliation.

335
336 **2.3.16.3 Harassment.**

337 It is the policy of the Town that all employees should be able to work in an environment free from
338 all forms of harassment. Harassment, as defined by this policy, is prohibited. This policy refers not
339 only to supervisor-subordinate actions but also to actions between co-workers. Any complaints of
340 harassment will be investigated promptly. There will be no intimidation, discrimination or retaliation
341 against any employee who makes a report of harassment.

342
343 **2.3.16.3.1 Sexual Harassment.**

344 A. Sexual harassment is the attempt to control, influence or affect the career, salary or job of an
345 individual in exchange for sexual favors. Sexual harassment can also be conduct which creates a
346 hostile or offensive work environment or unreasonably interferes with a person's ability to perform
347 their job. Sexual harassment is an extremely serious matter. It is prohibited in the workplace by
348 any person and in any form.

349 B. Specific conduct which is prohibited includes, but is not limited to:

- 350
- 351 1. Threats or insinuations, implicit or explicit, that any employee's refusal to submit to sexual
 - 352 advances will adversely affect the employee's retention, evaluation, wages, promotion, duties or
 - 353 any other condition of employment;
 - 354 2. Unwelcome sexual flirtations, advances or propositions;
 - 355 3. Verbal or written abuse of a sexual nature;
 - 356 4. Graphic verbal comments about an individual's body;
 - 357 5. Sexually degrading words used to describe an individual; and
 - 358 6. The display in the workplace of sexually suggestive objects or pictures.

359

360 C. Employees who believe that they have been the subject of sexual harassment should report

361 the alleged act to their immediate supervisor or other appropriate management.

362

363 D. Any supervisor or employee who is found after appropriate investigation to have engaged in

364 sexual harassment will be subject to discipline, including discharge.

365

366 **2.3.16.3.2 Verbal Harassment.**

367 Derogatory or vulgar comments regarding a person's gender, religion, age, ethnic origins, physical

368 appearance, or the distribution of written or graphic material having such an effect, are prohibited.

369 Any employee who believes he or she has been the subject of such harassment should report the

370 alleged conduct to the personnel director or other appropriate management. Any supervisor or

371 employee who is found, after appropriate investigation, to have engaged in any harassment will be

372 subject to discipline, including discharge.

373

374 **2.3.17 Basic workweek-Fringe benefits.**

375

376 **2.3.17.1 Basic Workweek.**

- 377 A. The basic workweek for all employees is no more than forty (40) hours.
- 378 B. Employees covered by the Fair Labor Standards Act required to work in excess of forty (40)
- 379 hours per week are compensated at one and one-half times the individual's rate of pay.
- 380 C. All overtime work must be authorized by the Town Manager.
- 381 D. Any employee called back to work is guaranteed at least two hours pay.

382

383 **2.3.17.2 Vacation Plan.**

- 384 A. Vacation leave accrues as follows:
- 385
- 386 1. Employees who have completed six months of currently continuous service, but less than one
 - 387 year, receive five days of annual vacation leave.
 - 388 2. Employees who have completed one year of currently continuous service, but less than five
 - 389 years, receive ten (10) days of annual vacation leave.

- 390 3. Employees who have completed five years of currently continuous service, but less than ten
391 (10) years, receive fifteen (15) days of annual vacation leave.
392 4. Employees who have completed ten (10) years of currently continuous service but less than
393 twenty (20) years receive twenty (20) days of annual vacation leave.
394 5. Employees who have completed twenty (20) years or more of currently continuous service
395 receive twenty-five (25) days of annual vacation leave.
396
397 B. Town employees do not receive extra pay in lieu of utilizing vacation leave.
398 C. The vacation calendar for all Town employees is January 1st to December 31st. A maximum of
399 five vacation days may be saved from one year to the next.
400 D. Time absent from the job will be charged to annual leave, sick leave if sick, or leave without
401 pay.
402 E. In the event that an employee dies, accrued vacation credits, if any, are paid by the Town, in
403 equivalent wages to the employee's estate.
404 F. In the event of the dismissal of an employee for cause, or if an employee voluntarily leaves, or
405 retires from employment, the employee is entitled to vacation pay for all unused vacation earned.

406
407 **2.3.17.3 Bereavement Leave.**

- 408 A. Five days with pay, per year, for a death within the immediate family. (Immediate family means
409 spouse, domestic partner, children, parents, step-parents, step children, brother, sister, mother-in-
410 law and father-in-law.)
411 B. For other relatives, up to three days may be allowed. This is not automatic, but is at the
412 department head or Town Manager's discretion.
413 C. An employee wishing to utilize bereavement leave must notify the department head or the
414 Town Manager in person, by writing, e-mail or phone call and said request must indicate the
415 number of days requested and the reason for said request.

416
417 **2.3.17.4 Sick Leave. (FMLA)**

- 418 A. Sick leave is accumulated at the rate of one day per month to a maximum of one hundred fifty
419 (150) days; the accumulation may be applied to retirement, as permitted by the Maine State
420 Retirement System. The remaining days will be given as early retirement. At the end of the
421 calendar year (December 31st), all sick leave over one hundred fifty (150) days will be given back
422 and the Town will pay fifty percent (50%) of the face value, at the employee's normal rate of pay
423 for the days that were given back.
424 B. Employees who retire or resign from the Town (after a minimum of ten (10) years of
425 continuous service) and who have accrued vacation and/or sick leave time to their credit at the
426 time of such resignation or retirement will be paid the wages equivalent to the vacation and/or sick
427 leave. Sick leave payment is made only when separation is in good standing.
428 C. Qualified employees are eligible for paid sick leave from, and to the extent of their unused,
429 accumulated, paid sick leave credits in the following situations:
430
431 1. When it is established to the Town's satisfaction that the employee is incapacitated and cannot
432 safely perform the employee's duties due to sickness, pregnancy or injury;

- 433 2. When it is established that, due to exposure to a contagious disease, the health of others
434 would be affected by attendance at work. A physician's statement recommending absence from
435 work is required;
- 436 3. When it is established that an illness exists in the immediate family of the employee, and then
437 for such periods as the attendance of the employee is necessary. The term "immediate family" is
438 defined as including spouse, domestic partner, children, grandchildren, parents, mother-in-law,
439 father-in-law, domiciled with the employee. In addition, immediate family includes other relatives
440 domiciled with the employee;
- 441 4. Employees will be allowed to utilize up to forty (40) hours of sick time to care for their spouse,
442 parents or children who are not domiciled with the employee.

443
444 D. If an employee is absent for more than three consecutive days, the Town may require medical
445 proof for the sick leave, in which case the employee involved may be required to provide a written
446 statement from the employee's physician, or the attending physician of the immediate family
447 member, certifying the necessity for the absence, and the ability of the employee to return to work
448 and perform the required functions of the employee's duties. Should the Town require a medical
449 statement, the Town pays the portion of the cost for the visit which is not covered by medical
450 insurance.

451 E. An employee is considered to have earned six days sick leave at the completion of a six-month
452 work status.

453 F. The Town Manager may authorize advance sick leave, not to exceed twelve (12) days.

454 G. Any further advance of sick leave is granted only with Town Council approval.

455 H. In the event of death of an employee with more than ten (10) years of service, the Town is to
456 pay to the designated beneficiary one hundred percent (100%) of the employee's accumulated
457 sick leave.

458

459 **2.3.17.5 Legal Holidays.**

460 A. Town employees are entitled to twelve (12) legal holidays. The twelve (12) holidays are New
461 Year's Day, Martin Luther King Day, ~~Washington's Birthday~~ Presidents Day, Patriot's Day,
462 Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day,
463 Christmas Day and Personal Day.

464 B. If an observed holiday occurs during the work week in which an employee is actually on a
465 scheduled vacation, the employee will not be charged with a vacation day for the observed
466 holiday; an extra day may be added for the vacation.

467 C. Any holiday falling on a Saturday will be observed on the preceding Friday, and any holiday
468 falling on a Sunday is observed on the following Monday.

469 ~~D. The personnel board does not concur with granting time off before a holiday without the use of~~
470 ~~annual leave, with the expectation of half a day before Christmas and New Year's. The Town~~
471 ~~Manager may grant a half day off before Christmas and New Year's Day.~~

472

473 **2.3.17.6 Longevity.**

474 A. Longevity pay is computed at the schedule below agreed to by the employees and the Town:

475

- 476 1. Two percent (2%) after four (4) years of service;
477 2. Four percent (4%) after eight (8) years of service;

- 478 3. Six percent (6%) after twelve (12) years of service;
- 479 4. Eight percent (8%) after sixteen (16) years of service;
- 480 5. Ten percent (10%) after twenty (20) years of service;
- 481 6. Twelve percent (12%) after twenty-four (24) years of service; and
- 482 7. Fourteen percent (14%) after twenty-eight (28) years of service for non-union employees.

483
484 B. After completing the required years of continuous service, an employee's longevity payment is
485 computed annually on the employee's anniversary date, and the computation is based upon the
486 annual base salary. If an employee receives a salary increase in base salary, longevity is
487 computed using the new annual base salary.

488
489 **2.3.17.7 Health Insurance.**

- 490 A. This benefit is optional.
- 491 B. The cost of this plan is shared.

492
493 1. The Town contributes eighty percent (80%) of the total premium for family, two-person or single-
494 person coverage per month. The employee contributes the remaining twenty percent (20%) each
495 month through weekly payroll deductions.

496
497 2. The Town will pay the monthly health and dental insurance premiums for the single person level
498 of coverage for any unit member from the Town after having worked for the Town for a minimum of
499 fifteen (15) years and having met the age and/or years of service requirement contained in the
500 MSRS policy currently in effect for that particular employee (effective July 1, 2003). Should the
501 retiree choose to elevate the health and dental insurance coverage level to a two-person coverage
502 plan or family coverage plan, the retiree will be responsible for any additional premiums owed to
503 the insurance provider. The additional payments are to be made to the Town on a monthly basis.

504
505 3. The Town will forward all required payments to the insurance carrier on behalf of the retiree.
506 Upon reaching the age of eligibility for Medicare, the employee's health insurance plan will be
507 converted to the Maine Municipal Employees Health Trust Retiree Plan as structured as of
508 November 14, 2007, also paid for by the Town.

509
510 4. In the event that it becomes necessary to change insurance providers, the Town will ensure that
511 there is no lapse of coverage for the retiree, and that the new coverage level will be comparable to
512 the existing level of coverage. Any additional premiums required for spousal conversion to a
513 companion plan are the responsibility of the retiree.

514
515 **2.3.17.8 Dental Insurance.**

- 516
517 A. The Town provides Northeast Delta Dental Insurance, Plan IV with orthodontic rider, for each
518 employee.
- 519 B. Inclusion of an employee's family members in this plan is optional based upon the decision of
520 the employee.

521 C. The Town pays eighty percent (80%) of the monthly premium for this coverage and the
522 employee pays twenty percent (20%) of the monthly premium.

523

524 **2.3.17.9 Worker's Compensation.**

525 The Town provides worker's compensation coverage as required by state statute. The Town
526 agrees to pay its share, plus the employee's share, of Maine State Retirement for as long as the
527 disability lasts. Absences due to such injuries are not charged to accumulated sick leave. (FMLA)

528

529 **2.3.17.10 Disability/Life/Accidental Death and Dismemberment Insurance.**

530 Disability, life and accidental death and dismemberment insurance is provided by the Town for full-
531 time employees. The Town assumes the cost for all full-time employees. Primarily, the plan will
532 provide for fifty-two (52) weeks of benefits commencing on the thirty-first (31st) day following an
533 accident or sickness. The Maine Municipal Life insurance benefit equals the employee's annual
534 salary rounded to the next highest one thousand dollars (\$1,000.00).

535

536 **2.3.17.11 Section 125.**

537 The Town agrees to provide the employees with the opportunity to participate in a Section 125
538 account for the employee-paid portion of the insurance programs.

539

540 **2.3.17.12 Physicals.**

541 A physician's examination certificate may be required for new employees with the cost of
542 examination to be paid by the Town.

543

544 **2.3.17.13 Jury Pay.**

545 When an employee is called to jury duty, the employee receives regular pay, but must turn over
546 jury duty fee to the Town, excluding travel pay.

547

548 **2.3.17.14 Retirement.**

549 A. Employees are entitled to participate in the Maine State Retirement System in accordance with
550 the requirements of the Maine State Retirement System.

551 B. Participation in the Maine State Retirement System is voluntary on the part of each eligible
552 employee.

553 C. Employees currently participating in MSRS may on a voluntary basis participate in the ICMA-
554 RC in accordance with the Administrative Sections 2.6.160(O)(I) and (2).

555

556 **2.3.17.15 Deferred Compensation Plan.**

557 A. The Town is to provide for participation by employees in the International City Management
558 Association's deferred compensation plan, and provide the vehicle by which employees can have
559 deductions made from their wages on a regular basis and submitted for investment.

560 B. Employee's participation in this plan is voluntary. There is no employer match for voluntary
561 participation in the ICMA plan.

562

563 C. Effective July 1, 2001, the Town agrees to expand the coverage of the ICMA-RC 457 plan
564 currently in effect. This plan will be available for current employees who are not enrolled in the
565 Maine State Retirement System and any newly-hired employee who wishes to enroll in the ICMA

566 plan instead of the MSRS plan. The Town will match the employee's contribution into the 457 plan,
567 up to a maximum Town contribution of six percent. The Town will make a contribution to either
568 MSRS or the ICMA plan, but not both.

569
570 **2.3.17.16 Social Security.**

571 The Town agrees to pay its required Social Security premiums in accordance with provisions of
572 the agreement between State Agency and Political Subdivision of the state of Maine for the
573 purpose of extending Social Security benefits to the employee of such Political Subdivision and its
574 subsequent amendments which agreement was entered into between the Maine State Retirement
575 System and the Town in 1952.

576
577 **2.3.17.18 Mileage.**

578 The Town agrees to reimburse, with supervisory approval, employees furnishing their own
579 vehicles for transportation directly related to their work at the current mileage reimbursement rate
580 established by the IRS. To be eligible for such payments, employees must use their personal
581 vehicle while on the job.

582
583 **2.3.17.19 Direct Deposit.**

584 The Town continues the current practice in effect July 1, 1997 regarding direct deposit to credit
585 unions and other approved financial institutions.

586
587 **2.3.17.20 Use of Facilities.**

588 The Town is to provide employees with one free annual pass to Fort Foster.

AGREEMENT

BETWEEN

TOWN OF KITTERY

And

TEAMSTERS LOCAL UNION NO. 340

Affiliated with the International Brotherhood of Teamsters

ADMINISTRATIVE/CLERICAL EMPLOYEES

EFFECTIVE: July 1, 2017

EXPIRATION: June 30, 2020

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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 Recreation Clerk, Administrative Clerk, Development Staff Clerk, Bookkeeper, Development Staff Assistant/Assistant Code Enforcement Officer, Recreation Supervisor, Early Childcare Supervisor/Head Teacher, Assistant Early Childcare Supervisor, Lead Teacher, Custodian, Sports/SAFE Programmer, Head Custodian, Data Entry Clerk, Program Coordinator, Accountant, Assistant Town Clerk, Assistant Planner and Shoreland/Environmental Resource Officer 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 Shoreland/Environmental Resource Officer basic work week will be consistent with the regular business hours of the Department of Public Works.

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 three (3) 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 three (3) 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. Time for clean-up continues to be allowed prior to the end of an overtime shift in the same manner as provided in Article 4, Section 3.

Section 10. 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, all Teachers with outside classrooms, 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 nine (9) months.

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, employees will be laid off in the inverse order of their seniority. All affected employees will receive a thirty (30) day advance notice of layoff and the Town shall meet with the affected employees prior to the actual occurrence of layoff.

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, 2017, July 1, 2018 and July 1, 2019:

YEAR 1 (2.00% increase)

Position	Hourly Rate	Weekly Rate
Recreation Clerk	\$16.88	\$675.24
Administrative Clerk	\$17.24	\$689.52
Development Staff Clerk	\$18.45	\$738.07
Bookkeeper Sewer	\$22.41	\$896.38
Development Staff Clerk/Assistant CEO	\$22.70	\$907.80
Recreation Supervisor	\$21.18	\$847.01
Early Childcare Supervisor/Head Teacher	\$19.35	\$773.98
Sports/SAFE Programmer	\$16.89	\$675.65
Head Custodian	\$21.40	\$855.98
Data Entry Clerk (Police)	\$18.21	\$728.28
Accountant	\$22.87	\$914.74
Assistant Town Clerk	\$18.78	\$751.13
Assistant Planner	\$22.70	\$907.80
Custodian	\$16.89	\$675.65
Lead Teacher	\$14.08	\$563.04
Assistant Early Childcare Supervisor	\$16.24	\$649.54
Shoreland Resource Officer	\$22.70	\$907.80

YEAR 2 (2.25% increase)

Position	Hourly Rate	Weekly Rare
Recreation Clerk	\$17.26	\$690.43
Administrative Clerk	\$17.63	\$705.03
Development Staff Clerk	\$18.87	\$754.68
Bookkeeper Sewer	\$22.91	\$916.54
Development Staff Clerk/Assistant CEO	\$23.21	\$928.23
Recreation Supervisor	\$21.65	\$866.07
Early Childcare Supervisor/Head Teacher	\$19.78	\$791.39
Sports/SAFE Programmer	\$17.27	\$690.85
Head Custodian	\$21.88	\$875.24
Data Entry Clerk (Police)	\$18.62	\$744.67
Accountant	\$23.21	\$928.23
Assistant Town Clerk	\$19.20	\$768.03
Assistant Planner	\$23.21	\$928.23
Custodian	\$17.27	\$690.85
Lead Teacher	\$14.39	\$575.71
Assistant Early Childcare Supervisor	\$16.60	\$664.15
Shoreland Resource Officer	\$23.21	\$928.23

YEAR 3 (2.25% increase)

Position	Hourly Rate	Weekly Rare
Recreation Clerk	\$17.65	\$705.97
Administrative Clerk	\$18.02	\$720.90
Development Staff Clerk	\$19.29	\$771.66
Bookkeeper Sewer	\$23.43	\$937.17
Development Staff Clerk/Assistant CEO	\$23.73	\$949.11
Recreation Supervisor	\$22.14	\$885.55
Early Childcare Supervisor/Head Teacher	\$20.23	\$809.20
Sports/SAFE Programmer	\$17.66	\$706.39
Head Custodian	\$22.37	\$894.94
Data Entry Clerk (Police)	\$19.04	\$761.42
Accountant	\$23.91	\$956.36
Assistant Town Clerk	\$19.63	\$785.31
Assistant Planner	\$23.73	\$949.11
Custodian	\$17.66	\$706.39
Lead Teacher	\$14.72	\$588.66
Assistant Early Childcare Supervisor	\$16.98	\$679.09
Shoreland Resource Officer	\$23.73	\$949.11

*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. Accordingly, it is fair that each employee in the unit pays his/her own way and assumes his/her fair share of the obligations along with the grant of equal benefits contained in this Agreement. In this regard, thirty (30) days after the date of hire or effective date of this Agreement, whichever is later, employees will elect to accept the provisions of either Section 1 or 2 below:

1. 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.
2. Any present or future employee who is not a member and does not want to be a member shall pay fair share fees as a contribution towards the administration of the Agreement in the amount equal to eighty (80%) percent of the current dues for the duration of this Agreement.

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. The Town will also deduct fair share fees from employees who fail to sign an authorization within the thirty (30) day time period specified in Article 14.

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. Independence Day
7. Labor Day
8. Columbus Day
9. Veteran's Day
10. Thanksgiving Day
11. Christmas 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 observed on Friday for those employees who work Monday through Friday, or converted to a personal day for those employees who work Monday through Thursday. The converted personal day must be used in accordance with Section 4 of this article.

Section 4. With the approval of the Department Head, employees are eligible to take two (2) personal days per year. The personal days must be taken during the year earned and will not be allowed to be carried over. Personal days may be taken in one (1) hour increments. All employees previously classified as "grandfathered" with "banked" personal days will not have such time forfeited.

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 - INSURANCE

Section 1. The Town shall contribute to the Northern New England Benefit Trust Health and Welfare Fund ("NNEBT") 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 NNEBT 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 Northern New England Benefit Trust 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, Northern New England Benefit Trust 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 NNEBT, and further that the Town will be bound by the terms and provisions of the Trust Indenture of NNEBT 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 Northern New England Benefit Trust.

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 Northern New England Benefit Trust (NNEBT), or a comparable plan. The Town shall contribute seventy (70%) percent of the total premium for the Medex 2 supplement plan through Northern New England Benefit Trust (NNEBT), 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 23 - 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 24 - 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, an employee must use his/her personal vehicle while on the job.

ARTICLE 25 - 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 26 - 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 27 - 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 28 - 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 29 - 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 seventy-five (75) calendar days 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 30 - 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 31 - 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, 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 32 - 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 five (5) vacation days (forty (40) hours of vacation) may be saved from one year to the next.

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 33 - 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.

ARTICLE 34 - 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 35 - 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 36 - 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 37 - 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 38 - 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 39 - 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 40 - CONCLUSION OF NEGOTIATIONS

Section 1. The Town and Union agree that this Agreement is the entire Agreement and terminates all prior Agreement or understandings. Neither party will seek, during the term of this Agreement, to unilaterally modify its terms.

ARTICLE 41 - DURATION OF AGREEMENT

Section 1. This Agreement is effective as of July 1, 2017, and it remains in full force and effect until June 30, 2020. 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 not 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 _____, 2017 to be effective as of July, 1, 2017.

Town of Kittery

Teamsters Local Union No. 340
Affiliated with the International
Brotherhood
