



# TOWN OF KITTERY

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

October 23, 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 - 10/17/17 Special Meeting
8. Interviews for the Board of Appeals and Planning Board  
Board of Appeals - one position for a 3-year term  
Vern Gardner  
Louis Leontakianakos
9. All items involving the town attorney, town engineers, town employees or other town consultants or requested officials.
10. PUBLIC HEARINGS
11. DISCUSSION
  - a. Discussion by members of the public (three minutes per person)
  - b. Response to public comment directed to a particular Councilor
  - c. Chairperson's response to public comments
12. UNFINISHED BUSINESS

(100117-8) The Kittery Town Council resolves to express its opposition to the November 7, 2017, State of Maine Ballot Question 1: Do you want to allow a certain company to operate table games and/or slot machines in York County, subject to state and local approval, with part of the profit going to specific programs described in the initiative.

(100117-4) The Kittery Town Council hereby ordains revisions to Title 10 Vehicles and Traffic and Title 12, Chapter 12.4 Seapoint and Crescent Beaches of the Kittery Town Code, as amended.

(100117-3) The Kittery Town Council hereby ordains Title 15 Code of Ethics of the Kittery Town Code, as presented.

13. NEW BUSINESS

- a. Donations/gifts received for Council disposition.

(100217-1) The Kittery Town Council moves to accept a check in the amount of \$50,000 from the estate of Carrie B. Varney to be deposited in account # 2082-43600 KCC Playground Fund.

- b. (090217-5) The Kittery Town Council moves to approve the disbursement warrants.

c. (100217-6) The Kittery Town Council moves to authorize the Project Graduation Committee to have a toll booth at the Resource Recovery Facility on November 25, 2017 from 9:00 am to 5:00 pm and to place a sign on McKenzie Lane from November 18 – 25, 2017, to advertise their fundraiser event.

d. (100217-7) The Kittery Town Council moves to appoint a representative to meet with a member of the Educational Scholarship Committee to interview Jeffery Brake for his re-appoint to that board until 12/31/20.

e. (100217-8) The Kittery Town Council moves to accept the Economic Development Committee/s report of October 11, 2017.

f. (100217-9) The Kittery Town Council moves to establish the Holiday Parade as a town event, sponsored by the Kiwanis Club of the Seacoast to be held on Saturday, December 2<sup>nd</sup> at 3:00 pm and appoint Glen Philbrook, Kiwanis Club member, as the official parade committee.

- g. (100217-10) The Kittery Town Council moves to consider the Town Manager's compensation.

14. COUNCILOR ISSUES OR COMMENTS

15. COMMITTEE AND OTHER REPORTS

- a. Communications from the Chairperson  
b. Committee Reports

16. EXECUTIVE SESSION

(100217-11) The Kittery Town Council moves to go into executive session with the Town Manager in accordance with 1 M.R.S. §405 (6) (D) to discuss contract labor negotiations.

17. ADJOURNMENT



# TOWN OF KITTERY

Office of the Town Manager

200 Rogers Road, Kittery, ME 03904

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

kamaral@kitteryme.org

## Town Manager's Report to the Town Council October 23, 2017

- 1. Pavement Management Plan** – Work on Old Post Road, Haley Road and Cook Street is nearly complete. Shouldering and street and driveway tie-ins will continue for the next few weeks. These projects and the roads completed in the prior two years were all funded through a road bond issued by the Town. The road bond is now exhausted. We are in the process of reviewing our Pavement Management Plan and our CIP plans to develop the updated list of projects we will be targeting for the next few years. Once that process is complete, we will post the updated Pavement Management Plan on our website as requested.
- 2. WILSSA and National Guard** – Councilor Thomson requested information regarding how the administration is handling time spent on the effort to restore the Wood Island Life Saving Station. I have reviewed the Repair and Maintenance contract with WILSAA signed by the Interim Town Manager Carol Granfield, and note the Town committed to impose no fees, taxes, or other costs for the duration of the agreement. Further, the Town committed to waive all fees for licenses, leases, and permits. I fully recognize the Wood Island Life Saving Station was a matter that generated significant strife and division in town. However, in keeping with the agreement, I will not be tracking or charging for my or other staff members' time as it relates to this project. Irrespective of the agreement, I feel the premise of billing for my time in this manner would set a precedence that is inconsistent with our shared goal of providing responsive, consistent, effective service as public officials. Enclosed please find a copy of the agreement.
- 3. Sign Posts on Memorial Circle** – Councilor Denault requested information about the sign posts that recently appeared in the Memorial Circle. The Circle improvement design required chevron and one-way signage throughout the interior circle at the on ramps. We explained the importance of the Circle and the nature of the memorial to Maine DOT. They understood, and were willing to compromise on the safety signage. The new design includes only chevron signage indicating the direction of traffic flow. They have agreed to make this signage as small and as low to the ground as possible. The signage will now be 24" X 30". The poles will be single U-Channel poles 5' tall for each sign, rather than the taller, double-wood posts. We expect this compromise will meet the safety needs of MDOT and still maintain the respectful aesthetic desired for the Memorial Circle.
- 4. Planning Board Vacancy** – We have been notified by Debbie Driscoll that she does not intend to seek reappointment for the Planning Board. Her appointment is up at the end of November. As you know, we are promoting opportunities to volunteer on Board, Commission, and Committees, as a way of getting involved and shaping the future of the town. Please join me in encouraging residents to get involved and apply to serve on a board, commission or committee

such as the Planning Board. Those interested in learning more should contact Town Clerk Maryann Place.

5. **Welcome Suzanne Esposito** – Please help me in welcoming Suzanne Esposito as the new Secretary to the Town Manager. Suzanne has a background as an executive assistance and a degree in communications from Plymouth State. She has already hit the ground running managing our Twitter feed, making adjustments to the website, and assisting me with various projects. We are so pleased to welcome her to the team.

**Upcoming Dates:**

- Foreside Study Public Meeting – October 25, 6PM, Town Hall
- Absentee Ballots Available Until November 2, Town Hall
- Trick or Treat – October 30
- First Tax Bill is Due – October 31
- **Election – November 7, 8AM to 8PM, Kittery Community Center**

Respectfully Submitted,



Kendra Amaral  
Town Manager

## WOOD ISLAND LIFE SAVING STATION REPAIR and MAINTENANCE AGREEMENT

This REPAIR and MAINTENANCE AGREEMENT, hereinafter referred to as "AGREEMENT" is made and entered into this 26<sup>th</sup> day of July, 2016 by and between the Town of Kittery, hereinafter referred to as the "TOWN", and the Wood Island Life Saving Station Association, a non-profit corporation based in Kittery Point, Maine, hereinafter called the "WILSSA", collectively called "PARTIES."

### WITNESSETH:

Whereas, the TOWN owns certain land, a historic lifesaving STATION and appurtenances totaling 1.25 acres, obtained by the TOWN from the United States of America, known as Wood Island Life Saving Station, and deeded to the TOWN February 27, 1973, found in Book 1985, Page 201, of the York County Registry of Deeds hereinafter referred to as the "PREMISES". A copy of said quitclaim deed is attached and hereinafter referred to as Exhibit A; and

Whereas, Condition No. 1 of said deed sets forth that "the property shall be used and maintained for the public purposes for which it was conveyed in perpetuity as set forth in the program of utilization and plan contained in the application submitted by the Grantee on the 25th day of October, 1972 and amended the 27th day of November 1972, which program and plan may be further amended from time to time at the request of either the Grantor or Grantee with the written recommendation and advice of the other party, and such amendments shall be added to and become a part of the original application;" and

Whereas, such program of utilization referenced above includes a statement that "the island would be used by boaters in the Piscataqua River as a place to stop for cookouts, picnics, etc. In addition, depending on the condition of present buildings it would also be maintained as a point of interest or historic site;" and

Whereas, Condition No. 3 of said deed provides that "The property will not be sold, leased, assigned or otherwise dispose of except to another local Governmental agency..." "However, nothing in this provision shall preclude the Grantee from providing related recreational facilities and services compatible with the approved application, through concession agreements entered into with third parties, provided prior concurrence to such agreements is provided in writing by the Secretary of the Interior "; and

Whereas, the TOWN and WILSSA use the term STRUCTURES to mean hereinafter the STATION (main building), shed, marine railway, pier, floats, moorings, seawalls, and wreck pole; and

Whereas, WILSSA desires to repair or construct the STRUCTURES, maintain them and use them as a Maritime Museum for the enjoyment of the public; and

Whereas, the TOWN proposes to allow the WILSSA to repair or construct the STRUCTURES, maintain them and use them as a Maritime Museum for the enjoyment of the public; and

Whereas, the TOWN and WILSSA contracts for Cleanup & Exterior Rehabilitation of the Wood Island Life Saving Station, Kittery, Maine, were executed on May 17, 2016, and incorporated herein by reference, as highlighted at Exhibit C (excerpts); and, planned work for pier, marine railway, and seawall project, drawings, specifications and permit documents, are prepared and also incorporated by reference herein (Exhibit D); and

Whereas, the TOWN and WILSSA have finalized a concession agreement, as approved by the National Park Service, that specifies the conditions under which the restored STRUCTURES will be operated for the use and enjoyment of the public by WILSSA; and

Whereas, TOWN and the Maine State Historic Preservation Office have executed a 20 year Preservation Agreement as required by the \$200,000 National Maritime Heritage grant which has been approved by National Park Service that specifies the conditions under which the restored exterior of the STATION will be maintained; and

Whereas, the legislature of the State of Maine has passed into law an appropriation for \$200,000 in funding to match the National Maritime Heritage grant and to be used for the exterior repairs of the building as soon as the hazardous materials abatement has been completed; and

Whereas, WILSSA desires to seek additional private, foundation, corporate, state and federal funding or assistance to satisfy the financing of the repairs, construction, maintenance and operation of the STRUCTURES and the TOWN agrees to promptly review, make comments to, and make its best effort to support applications for funding or assistance by WILSSA, or apply for such funds or assistance itself on behalf of WILSSA, with the expressed condition that TOWN will not pay for any funding with the exception of the hazardous materials abatement funding; and

Whereas, the TOWN agrees to allow WILSSA to create a protocol for recognizing donors and volunteers to this project; and

Whereas, WILSSA and the TOWN agree that a nomination for National Register of Historic Places is appropriate and fitting for the historic STATION that is eligible for such listing and the TOWN agrees not to object to such a nomination and to support it; and

Whereas, nothing in this agreement may restrict the public's access to Wood Island itself for recreational purposes year round, with the exception of areas inside designated construction sites or the maritime museum.

NOW, THEREFORE, for the reasons set forth above, and in consideration of the mutual covenants and agreements as hereinafter set forth, WILSSA agrees to undertake the repair, construction and maintenance of the STRUCTURES and the TOWN agrees to allow WILSSA to repair or construct and maintain the STRUCTURES subject to all the terms and conditions of this AGREEMENT.

**1. Exclusive Authority to Repair and Construct Structures**

The TOWN does hereby allow WILSSA to repair or construct the STRUCTURES. The TOWN agrees not to award contracts or work to any other individual or entity, including itself, during the term of this AGREEMENT regarding the STRUCTURES, including, but not limited to, their repair, maintenance or use and the design, scheduling and execution of same without the written approval of WILSSA.

**2. Improvements to Inure to the TOWN**

Improvements to the STRUCTURES as undertaken, worked on and completed by WILSSA become the sole property of the TOWN.

**3. Term**

This AGREEMENT is effective immediately. This AGREEMENT will expire upon issue of a certificate of occupancy by the TOWN for the STATION for operation as a Museum, or 20 years after the effective date of this AGREEMENT, if no such certificate of occupancy has been secured by WILSSA, whichever occurs later. The effective date of a Concession Agreement between the TOWN and WILSSA will be the date of issuance of the said certificate of occupancy.

**4. Payments, Fees and Royalties**

There will be no fee or tax paid by WILSSA to the TOWN for this AGREEMENT or for any matters covered by this AGREEMENT. In addition, the TOWN will impose no other costs of any kind upon WILSSA or the PREMISES during the term of this AGREEMENT including, but not limited to, real estate property taxes or special assessments.

No funds raised by WILSSA will become the property of the TOWN except in accordance with Article 17 or 18 of this Agreement. WILSSA may create and retain any royalties or payments for the use of images and descriptions of the STATION or its activities related to repairing, maintaining or operating the STATION.

#### **5. WILSSA's and TOWN's Records and Documents / Annual Report of Activities**

With respect to all matters covered by this AGREEMENT, WILSSA's records and documents are subject at reasonable times to inspection, review or audit by the TOWN. With respect to all matters covered by this AGREEMENT, the TOWN's records and documents are subject at reasonable times to inspection, review or audit by WILSSA. WILSSA must provide to the TOWN a regular report of activities on an annual basis due no later than the execution date of this AGREEMENT. This report must include milestones reached, approximate contract and volunteer hours expended, funds raised, funds expended, and forward looking estimates of the tasks ahead. TOWN may use this report as it wishes, including using it in whole or in part to satisfy any reporting requirements regarding Wood Island with the National Park Service.

#### **6. Licenses and Permits**

All necessary licenses and/or permits to undertake repairs to or construction of the STRUCTURES must be obtained by WILSSA from the appropriate TOWN, State, and Federal offices. Any licenses, leases, preservation agreements, or permits, that require the owner of the property, rather than WILSSA, to be the applicant or signatory will be prepared by WILSSA in consultation with the TOWN and approved by the TOWN promptly. All fees for TOWN licenses, leases and/or permits and inspections will be waived for work authorized by this AGREEMENT. Consent for the issuance of any TOWN permits or permissions must not be unreasonably withheld.

#### **7. Financial Security Package**

In order to ensure the satisfactory performance and completion of any repairs or construction of the STRUCTURES greater than \$10,000, WILSSA must establish a financial security package in an amount of not less than the projected total costs of the repairs or construction as reflected in the building permit(s) before undertaking any repairs or construction of the STRUCTURES. The financial security package may include an irrevocable letter of credit (LOC) with a Maine licensed bank or other comparable security or contract such as a federal grant agreement or a state appropriation with a relevant oversight agency or in-kind contributions that have supporting documentation confirming the donation. The specific amount, financial institution, form and terms of the LOC or other comparable security or contract or in-kind donation to fund the repairs or construction must be approved by the Kittery Town Manager for only the purpose of assuring that the financial security package meets the intent of this requirement.

#### **8. Repair**

WILSSA will select, arrange, design, schedule and supervise any and all aspects of the restoration of the STRUCTURES including all construction and finish work as reflected in the Contract Documents for Cleanup & Exterior Rehabilitation of the Wood Island Life Saving Station, Kittery, Maine, executed on May 17, 2016, and incorporated herein by reference and highlighted in Exhibit C, "SOW Wood Island - Excerpts"; and, Exhibit D, "Drawings, specifications, and permit documents, for pier, marine railway and seawall projects"; and other such drawings, specifications and permit documents as may be created by WILSSA for other STRUCTURES in the future. TOWN will secure WILSSA's concurrence in terms of planning, timing, phasing, design, budgeting, approach, and vendor selection regarding the hazardous materials abatement.

#### **9. Inspection of Structures**

WILSSA shall allow the Code Enforcement Officer, or designee, and the TOWN's public safety personnel, and/or the Secretary of the Interior's designated representative, National Park Service, and the State Historic Preservation Officer or duly authorized representatives at any and all reasonable times to inspect any facility operated under this Agreement.

**10. Other Terms and Conditions**

**A. Indemnity and Limitation of Liability**

- 1) WILSSA hereby agrees to indemnify, defend and hold harmless the TOWN and its respective officers, officials, agents, employees, members of boards and committees, with respect to the equipment, work and materials that WILSSA or its subcontractors, employees, agents or representatives have agreed to perform and supply under this AGREEMENT from and against all expenses, losses and claims, demands, payments, suits, actions, liabilities, recoveries, and judgments of any nature and description, other than as a result of the sole negligence of the TOWN, including reasonable attorney's fees, resulting from claims arising out of or related to any act or omission of WILSSA, its agents, employees, contractors, representatives for service or materials provided, in the work and materials that WILSSA has agreed to perform and supply under this AGREEMENT, or by reason of any suit or claim for royalties, license fees, or infringement of copyright or patent rights arising, or alleged to have arisen, from WILSSA's performance under this AGREEMENT. This obligation to indemnify, defend and hold harmless does not waive any defense, immunity or limitation of liability which may be available to the TOWN, its officers, agents, or employees under the Maine Tort Claims Act pursuant to 14 M.R.S. §8101 et. seq.
- 2) In the event of the commencement of any action against the TOWN, or its respective officers, officials, agents, employees, or members of boards and committees which is within the scope of this indemnification, the TOWN will give notice thereof to WILSSA within fifteen business days after the TOWN is formally noticed in any such action, and, after consultation with the TOWN, WILSSA will have the right to select and furnish counsel for the defense of any such action, at no cost or expense to the TOWN.
- 3) The TOWN's failure to give timely notice to WILSSA of the commencement of any such action does not relieve WILSSA of its obligations under this section unless such failure to give timely notice causes actual prejudice to WILSSA's ability to defend any such claim. Except for settlements involving only the payment of money, no settlement which creates an obligation for the TOWN of any such action, or any claim therein, may be made by WILSSA or by counsel selected by WILSSA without the approval of the TOWN, which approval may not be unreasonably withheld.
- 4) The extent of WILSSA's indemnification and hold harmless is not limited by the requirements for liability insurance under this AGREEMENT.

**B. Force Majeure**

WILSSA is not liable for any loss or damage due to failure or delay in performance under this AGREEMENT resulting from any unusual or unavoidable cause beyond WILSSA's reasonable control such as, but not limited to: acts of God; acts or omissions of civil or military authority; fires; floods; epidemics; quarantine restrictions; unusually severe weather; strikes or other labor disputes; embargoes; wars; political strife; riots; sabotage; unusual delay in transportation.

**11. Insurance**

**A. Coverage and Limits**

Once construction begins on the STRUCTURES and thereafter, WILSSA shall at its sole expense maintain insurance per the specifications and minimum limits set forth herein.

- 1) Commercial General Liability on an occurrence, as opposed to claims made, basis with general aggregate limit applicable per project and per location.

Each occurrence limit:.....	\$1,000,000.00
General aggregate limit:.....	\$2,000,000.00



Products/Completed operations aggregate limit:.....\$2,000,000.00

An additional insured provision is to apply to the TOWN and its respective officers, officials, agents, and employees on a primary, non-contributory basis.

2) Automobile liability for owned, hired, and non-owned autos with combined single limit each accident of \$1,000,000. An additional insured, or designated insured, provision is to apply to the TOWN and its respective officers, officials, agents, and employees.

3) If there are any employees, workers' compensation insurance to comply with the requirements of Maine statute, plus employers' liability for:

Each Accident:.....\$100,000.00  
Each Employee (disease):.....\$100,000.00  
Policy Limit (disease):.....\$500,000.00

4) If required by Federal Statute, coverage to comply with the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950) and/or Merchant Marine Act, 1920 (46 USC Section 688) commonly referenced as the "Jones Act".

5) All policies required by this AGREEMENT are to be provided by a company, or companies, admitted to conduct business in the State of Maine. All policies shall be so written that the Kittery Town Manager will be notified of cancellation at least ten (10) days prior to the effective date of such cancellation. A certificate of insurance from WILSSA's insurance carrier showing at least the coverage and limits of liability specified above and the inception and expiration dates shall be filed with the Town Manager at least seven (7) calendar days before operations are begun.

6) WILSSA agrees to require that any written Agreements between WILSSA and any of its service or material provider(s) will require the same provisions, coverages, and limits as in this Article 11. WILSSA shall obtain an endorsement to its Commercial General Liability policy to cover WILSSA's obligations under this Article.

7) The TOWN will use its best effort to include WILSSA as an insured party in any agreement with the Abatement Contractor.

#### **12. Amendment to AGREEMENT**

This AGREEMENT contains all the terms and conditions between the parties, and no alteration, amendment, or addition to this agreement is valid unless in writing and signed by the WILSSA and a majority vote of the full Town Council.

#### **13. Governing Law**

This AGREEMENT is governed and interpreted by Maine law.

#### **14. Liens**

WILSSA shall keep the PREMISES free from any and all liens arising out of any work performed, materials furnished, or obligations incurred by WILSSA during the term of this AGREEMENT or any extension or renewal thereof.

#### **15. Waiver**

Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of said party's rights hereunder. No waiver by either party at any time, expressed or implied, of any breach of any provision of this AGREEMENT may be deemed a waiver of breach of any other provision of this AGREEMENT or a consent to any subsequent breach of the same or any other provision.

If any action by either party requires the consent and approval of the other party, the other party's consent to or approval of such action on any one occasion may not be deemed to be a consent to or approval of said action on any subsequent occasion. Any and all rights and remedies which either party may have under this Agreement, upon any breach, are distinct, separate and cumulative and may not be deemed inconsistent with each other; and no one of them, whether exercised by said party or not, may be deemed to be an exclusion of any other.

#### **16. Dispute Resolution**

Any dispute between the parties arising out of or relating to this AGREEMENT must be resolved in accordance with this Article. Any party may give written notice of a dispute arising out of or related to this Agreement to the other party in person or by certified mail, return receipt requested. The parties must attempt to resolve the matter through informal communication or negotiation for a period of thirty (30) days from the date of receipt of notice by the last party to receive notice. If the dispute has not been resolved within thirty (30) days, either party may serve written notice on the other party of a request for mediation.

If the parties mutually agree to mediation, the mediation must be conducted in Maine by a mediator mutually agreeable to the parties, must not exceed one full day or two half days in length, and must be completed within forty-five (45) days from the date of receipt of notice of a request for mediation by the last party to receive notice. In the event that the parties are unable to agree on a mediator within thirty (30) days, or to resolve the dispute through mediation within 45 days, the dispute may be submitted to arbitration with the written concurrence of both PARTIES in accordance with the procedures of the Maine Uniform Arbitration Act, 14 M.R.S. §5927 et seq. Nothing in this provision precludes either party from seeking all available legal or equitable remedies following mediation if it is held and arbitration is not agreed to by both PARTIES.

#### **17. Termination by TOWN/ WILSSA for Cause**

##### **A. TOWN may terminate this AGREEMENT if WILSSA:**

- 1) Fails to provide timely reports of activities to the TOWN as required by this AGREEMENT.
- 2) Is in substantial breach of this AGREEMENT.
- 3) This AGREEMENT may also be terminated by the TOWN in the event that WILSSA ceases to be an active, nonprofit corporation registered to do business under the laws of the State of Maine.

When any of the above conditions exist, the TOWN may, without prejudice to any other rights or remedies of the TOWN and after giving WILSSA thirty (30) days written notice to remedy above condition and the condition has not been remedied within 30 days of such notice, terminate this AGREEMENT and may:

- 4) Take possession of all improvements made by WILSSA;
- 5) Maintain the work by whatever reasonable method TOWN may deem expedient using funds available through an Irrevocable Letter Of Credit or other comparable security as referred to in Article 7; or

##### **B. WILSSA may terminate this AGREEMENT if the TOWN:**

- 1) Is in substantial breach of this AGREEMENT.

When any of the above conditions exist, WILSSA may, without prejudice to any other remedies or WILSSA and after giving the TOWN thirty (30) days written notice to remedy the above condition and the condition has not been remedied within 30 days of such notice, terminate the AGREEMENT without penalty and may revoke the Letter of Credit or other comparable security.

#### **18. Voluntary Termination**

If there is significant damage to the STRUCTURES from fire (including arson), flood, lightning, wind, wave or any act of God beyond the WILSSA's control during the course of this AGREEMENT, WILSSA will estimate the cost of the damage. If those costs exceeded 75% of the cost of replacement of any one of the STRUCTURES so damaged or portion thereof that WILSSA is unable or unwilling to repair at their own expense, WILSSA reserves the right to terminate this contract without penalty.

If, in the event of damage to the STRUCTURES as described above, the TOWN will inquire of WILSSA if WILSSA intends to exercise its right of voluntary termination. WILSSA will answer such an inquiry from the TOWN, when notified, within sixty 60 days and if planning to repair the damage at its own expense will provide a plan of work with timetable to complete the repairs. The TOWN will accept the plan of work and timetable under the same terms and conditions as are in this AGREEMENT and WILSSA shall then implement the plan.

If WILSSA chooses voluntarily to terminate this AGREEMENT for the reasons stated, any funds available in the Letter of Credit or other comparable security must be released to the TOWN to be used to help remedy the damage and maintain the property. Any funds remaining from the Letter of Credit or other comparable security after a remedy of the damages and maintenance of the property must be returned to WILSSA.

#### **19. Maintenance of Structures:**

At the completion of the repairs of the exterior of the STATION and continuing throughout the duration of this AGREEMENT, WILSSA must, at its own expense and at no cost or expense to the TOWN, maintain the STRUCTURES in a safe and orderly manner.

A 20-year Agreement describing maintenance and related conditions for the exterior of the STATION (Exhibit B, "Preservation Agreement") has been approved by the designee of the National Park Service and entered into by the TOWN as Grantor and the State of Maine as Grantee. That Agreement allows for TOWN to seek other parties to pay for the maintenance costs of the Agreement. WILSSA shall maintain the property in accordance with that Agreement on behalf of TOWN.

#### **20. Acknowledgement: Deed Terms and Conditions**

This AGREEMENT and the obligations of the parties hereto are subject to the terms and conditions set forth in the deed from the United States of America to the TOWN, dated February 27, 1973, and recorded in the York County Registry of Deeds at Book 1985 Page # 201, and the current Program of Utilization referenced in this AGREEMENT.

Violations of the said terms and conditions may be grounds for reversion to the United States of America, at its discretion and termination of this Agreement. WILSSA-owned personal and real property improvements associated with the real property, may be subject to seizure, without compensation, by the USA.

#### **21. Assignment**

WILSSA may not assign or otherwise transfer in any other way to any party or individual its rights, duties or obligations under this AGREEMENT, either in whole or in part without the prior written consent of the majority vote of the full Town Council.

**22. Notice**

Any notice required or permitted to be given by either party hereto to the other is deemed to have been duly given when delivered personally or otherwise actually received after mailing by certified mail, return receipt requested, or by reputable overnight courier or by facsimile (with confirmation of receipt), addressed as follows:

To TOWN:	To WILSSA:
TOWN MANAGER	WOOD ISLAND LIFE SAVING STATION ASSOC
200 ROGERS ROAD	P.O. BOX 11
KITTERY, ME 03904	KITTERY POINT, ME 03905

Any notice related to the requirements of Section 106 of National Historic Preservation Act of 1966 (NHPA) (16 USC §470f) or 36 CFR Part 800, "Protection of Historic Properties", must also be given to the State Historic Program Office: Maine Historic Preservation Commission, 55 Capitol Street, 65 State House Station, Augusta, Maine 04333

Other addresses may be established as the parties hereto may designate by written notice to the other party and delivered in accordance with the provisions of this article.

**23. Rescission and Supersession**

The "Repair, Maintenance and Use" Agreement between TOWN and WILSSA, dated January 25th, 2016, and all amendments thereto are superseded and rescinded as from the effective date of this AGREEMENT.

**24. Severability of Provisions**

If any provision or any portion thereof contained in this AGREEMENT is held unconstitutional, invalid or unenforceable by a court of jurisdiction, the remainder of this AGREEMENT shall be deemed severable, shall not be affected, and shall remain in full force and effect.

IN WITNESS WHEREOF, the TOWN has authorized its Town Manager representing the TOWN to sign this AGREEMENT and WILSSA has approved the AGREEMENT and signed as of the date first noted above.

WITNESS:

Maryann Rhea

KITTERY, MAINE (OWNER)

BY: Paul M. Grandfield

INTERIM TOWN MANAGER  
200 ROGERS ROAD  
KITTERY, ME 03904

[Name][Title][Address] [Town, State, Zip Code]

WITNESS:

Karen Eaton

WOOD ISLAND LIFE SAVING STATION ASSOCIATION

BY: Janet J. Teo

President, PO Box 11  
Kitty Pt. ME 03905

[Name][Title][Address] [Town, State, Zip Code]

EXHIBIT A. Quitclaim Deed  
EXHIBIT B. Preservation Agreement

1 1. Call to Order

2 Chairperson Beers called the meeting to order at 4:34 p.m.

3 2. Introductory

4 Chairperson Beers read the introductory.

5 3. Pledge of Allegiance

6 Chairperson Beers led those present in the Pledge of Allegiance.

7 4. Roll Call

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

11 5. EXECUTIVE SESSION

12 a. (100217-1 The Kittery Town Council moves to go into Executive Session in accordance with  
13 1 M.R.S. §405 (6) (A) to conduct the Town Manager's annual evaluation.

14 **COUNCILOR DENAULT MOVED TO GO IN TO EXECUTIVE SESSION AT 4:35 P.M.**  
15 **TO CONDUCT THE TOWN MANAGER'S ANNUAL EVALUATION, SECONDED BY**  
16 **COUNCILOR SPILLER. THE MOTION PASSED BY A UNANIMOUS ROLL CALL**  
17 **VOTE 6/0/0.**

18 **COUNCILOR SPILLER MOVED TO COME OUT OF EXECUTIVE SESSION AT 5:17**  
19 **P.M., SECONDED BY COUNCILOR THOMSON. THE MOTION PASSED BY A**  
20 **UNANIMOUS ROLL CALL VOTE 6/0/0.**

21 6. ADJOURNMENT

22 **COUNCILOR THOMSON MOVED TO ADJOURN THE MEETING 5:17 P.M.,**  
23 **SECONDED BY COUNCILOR DENAULT. THE MOTION PASSED BY A**  
24 **UNANIMOUS VOICE VOTE 6/0/0.**

25 Submitted by Gary Beers, Chairperson, on October 18, 2017



**TOWN OF KITTELY, MAINE**  
**TOWN CLERK'S OFFICE**  
 200 Rogers Road, Kittery, ME 03904  
 Telephone: (207) 475-1328 Fax: (207) 439-6806

BY: 3:34 PM  
 RECEIVED JUN 15 2016

**APPLICATION FOR APPOINTMENT TO TOWN BOARDS**

NAME: VERN GARDNER  
 RESIDENCE: 2 TUCKER COVE  
 MAILING (if different) PO. Box 214, PORTSMOUTH, N.H. 03802  
 E-MAIL ADDRESS: VERN.GARDNER@COMCAST.NET PHONE #: (Home) 439-4359 (Work) 439-9699

Requested to  
 keep application  
 in the pool  
 12/14/16 3:00 PM  
 (MP)

**Please check your choice:**

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

Requested  
 to keep  
 application  
 in the  
 pool  
 2/23/17  
 12:26 PM  
 (MP)

EDUCATION/TRAINING: BA, NASSON COLLEGE / INDEPENDENT STUDY UNIT ECONOMICS

RELATED EXPERIENCE (Including other Boards and Commissions) PORTSMOUTH, N.H.  
MAYOR'S ADVISORY BOARD - 22 YRS. - PORTSMOUTH ECONOMIC FINANCIAL BOARD  
KITTERY, ME  
ECONOMIC DEVELOPMENT, CABLE BOARD, BOARD OF APPEALS, COMPREHENSIVE PLAN

PRESENT EMPLOYMENT: SELF

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

ANY KNOWN CONFLICT OF INTEREST (please read back of application): NONE

REASON FOR APPLICATION TO THIS BOARD: PUBLIC SERVICE

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

Please read the back of this application before signing.

Vern Gardner  
 SIGNATURE OF APPLICANT

JUNE 15, 2016  
 DATE



**TOWN OF KITTERY, MAINE**  
**TOWN CLERK'S OFFICE**  
 200 Rogers Road, Kittery, ME 03904  
 Telephone: (207) 475-1328 Fax: (207) 439-6806

BY: KAZ 4:30 pm

RECEIVED  
 OCT 17 2017

**APPLICATION FOR APPOINTMENT TO TOWN BOARDS**

NAME: Louis P. Leontakianakos

RESIDENCE: 28 Manson Rd Kittery, ME 03904

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

E-MAIL ADDRESS: louis.leontakianakos@yahoo.com PHONE #: (Home) 207.351.7925 (Work) \_\_\_\_\_

**Please check your choices:**

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

EDUCATION/TRAINING: High School Diploma; US Navy

RELATED EXPERIENCE (Including other Boards and Commissions) None

PRESENT EMPLOYMENT: Portsmouth Naval Shipyard

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

ANY KNOWN CONFLICT OF INTEREST: No

REASON FOR APPLICATION TO THIS BOARD: Get more involved; Support Town Managers request  
 I HAVE  / HAVE NOT  ATTENDED AT LEAST TWO MEETINGS OF THE BOARD FOR WHICH APPLICATION IS BEING MADE. I AGREE TO ATTEND ALL MEETINGS, EXCEPT FOR SICKNESS OR EMERGENCY, AND WILL ADVISE THE CHAIRPERSON WHEN I AM UNABLE TO ATTEND, IF APPOINTED.

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

SIGNATURE OF APPLICANT \_\_\_\_\_

DATE \_\_\_\_\_

Resolution

Town of Kittery, Maine

Kittery Town Council Resolution Expressing Opposition to State of Maine Ballot Referendum Question 1

At the Wednesday, October 11th meeting of the Kittery, Maine, Town Council, the following resolution was adopted.

Whereas, the Kittery, Maine, Town Council does not wish to see the expansion of any kind of legal gaming, including table gaming and slot, to York County, Maine; and

Whereas, as the Town of Kittery by charter prohibits casinos and any form of legalized gambling; and,

Whereas, the Kittery Town Council finds the November 7, 2017 Maine ballot question 1, that would make legal in York County gaming for a "certain company", not in the best interest of the citizens of Kittery, York County or the state of Maine.

Now, therefore, be it resolved that the Kittery Town Council expresses opposition to the November 7, 2017, Maine Question 1: Casino or Slot Machines in York County Initiative.

Adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Gary Beers, Chairperson

\_\_\_\_\_  
Jeffrey Pelletier

\_\_\_\_\_  
Charles Denault, Vice Chairperson

\_\_\_\_\_  
Judith Spiller

\_\_\_\_\_  
Frank Dennett

\_\_\_\_\_  
Jeffrey Thomson

\_\_\_\_\_  
Kenneth Lemont



1 **Title 10 VEHICLES AND TRAFFIC**

2  
3 **Chapter 10.1 RULES OF THE ROAD**

4  
5 **10.1.1 Obedience to Signs.**

6 Upon those streets or portions of streets which are designated as one-way streets vehicular  
7 traffic must move only in the indicated direction when signs indicating the direction of traffic are  
8 erected and maintained at every intersection where movement in the opposite direction is  
9 prohibited.

10  
11 **10.1.2 Schedule of Traffic Control Beacons—Obedience Required—Penalty.**

12  
13 **10.1.2.1 Schedule.**

14 Stop and go beacons are to be erected and maintained at the following locations:

15  
16 1. Drawbridges:

- 17  
18 Route 1 Memorial Bridge  
19 Route 1 By-Pass Sarah Long Bridge

20  
21 2. At the junctions of:

- 22  
23 Route 1 and Government Street  
24 Route 1 and Walker Street  
25 Route 1 and Wilson Road  
26 Route 1 Maine Outlet Mall, and Kittery Outlet Center,  
27 Route 1, Tidewater Mall, and Tanger II Mall  
28 Route 1 and Haley Road  
29 Government, Walker and Wentworth Streets  
30 Route 1 By-Pass and Gorges Road  
31 Route 236 and Martin and Stevenson Roads

32  
33 3. Fire station emergency beacons at or near:

- 34  
35 Lewis Square Kittery Point fire station  
36 Walker Street firerescue station

37  
38 **10.1.2.2 Obedience Required.**

39 Vehicular traffic may pass through the beacons enumerated in this section when the lights are  
40 green and must stop when the lights are red.

41  
42 **10.1.2.3 Penalty.**

43 Anyone failing to observe the traffic signals enumerated in this section is subject to the penalty  
44 provisions of Title 1, Chapter 1.3.

45  
46  
47  
48  
49  
50  
51  
52  
53  
54  
55  
56  
57  
58  
59  
60  
61  
62  
63  
64  
65  
66  
67  
68  
69  
70  
71  
72  
73  
74  
75  
76  
77  
78  
79  
80  
81  
82  
83  
84  
85  
86  
87  
88

**10.1.3 Authority to Designate Stop, Yield Intersections—Erection of Signs Required.**

The Chief of Police, upon approval of the Town Council, may designate any intersection as a stop intersection or a yield intersection when the circumstances, in the chief’s judgment, so require; and stop signs and/or yield signs must be erected at such intersections.

**10.1.4 Required Action at Stop Intersections.**

When, in accordance with this chapter, stop signs are erected at or near the entrance to any intersection, every driver of a vehicle must stop such vehicle at such sign, or at a clearly marked stop line, before entering the intersection, except when directed to proceed by a police officer or traffic-control signals.

**10.1.5 Required Action Upon Approach of Yield Intersection.**

Drivers of all vehicles approaching yield intersections must yield the right-of-way to vehicles proceeding on the throughway.

**10.1.6 Speed Limit.**

Speed limits on all public ways in the Town are set by the ~~state~~ State of Maine and are enforced by the police department under the authority of Title 29 of Maine Revised Statutes.

**10.1.7 Passing, Obstructing Fire Truck.**

It is unlawful to pass or obstruct a fire truck proceeding to or at the scene of a fire.

**10.1.8 Driving Across Fire Hose.**

It is unlawful for the driver of a vehicle to drive across a fire hose at the scene of a fire, unless directed by emergency personnel.

**10.1.9 Traffic Restrictions—Trucks, Buses and Tractor-Trailer Vehicles.**

Except for vehicles performing municipal services, through traffic on:

- A. Love Lane by buses and heavy trucks having a gross weight in excess of ten thousand (10,000) pounds is prohibited on Love Lane.
- B. Williams Avenue by buses and heavy trucks having a gross weight in excess of ten thousand (10,000) pounds is prohibited ~~truck traffic is barred~~ (except for local deliveries and pickup) starting at the point where the easterly side of Traip Academy parking lot and Williams Avenue intersect and continuing around Williams Avenue to intersection with Whipple Road.
- C. Maple Avenue by tractor-trailer vehicles is prohibited.
- D. Commercial Street by buses (as defined in M.R.S., Title 29A) and heavy trucks having a gross weight in excess of ten thousand (10,000) pounds is are prohibited from the intersection of Government Street to the intersection of Water Street (except for local deliveries and pickups on Commercial Street).

89 E. Pleasant Street by buses (as defined in M.R.S. Title 29A) and heavy trucks having a gross  
 90 weight in excess of ten thousand (10,000) pounds is prohibited from the intersection of  
 91 Government Street to the intersection of Water Street (except for local deliveries and pickups on  
 92 Pleasant Street).

93

94 **10.1.10 Traffic Intersection Directional Signs.**

95 Except when otherwise directed by a police officer, every operator of a vehicle must observe  
 96 and comply with any traffic directional sign including right turn only and left turn only signs  
 97 erected at the direction of the Town Council. This section applies to all existing right turn only  
 98 and left turn only traffic signs and all signs hereinafter authorized pursuant to this section.

99

100 **Chapter 10.2 ONE-WAY STREETS, STOP INTERSECTIONS AND YIELD INTERSECTIONS**  
 101 **DESIGNATED**

102

103 **10.2.1 One-way Streets at all Times.**

104 The following streets are designated one-way streets at all times:

105

106 Government Street, in an easterly direction, beginning one hundred and eighty five (185) feet  
 107 from the intersection of Otis Avenue, twenty-five (25) feet east of NET & T #29, CMP #30 utility  
 108 pole to intersection of Walker and Wentworth Streets;

109

110 Hunter Street, in a northerly direction;

111

112 Jones Avenue, beginning one hundred and five (105) feet from its intersection with Walker  
 113 Street, in a southerly direction from bank exit one hundred five (105) feet to Government Street;

114

115 Mitchell School Lane, from Route 103 to the Mitchell School playground;

116

117 Newmarch Street, in a southerly direction;

118

119 Traip Avenue, beginning at its southern intersection with Wentworth Street, in a northerly  
 120 direction, with entrance adjacent to the Kinghorn property;

121

122 Williams Avenue, ~~is to be one way in a southerly direction from its point of intersection with~~  
 123 ~~Whipple Road starting with the property line of Wallace Chick on the west side of Williams~~  
 124 ~~Avenue southerly for one hundred eighty (180) feet. Williams Avenue is then to be two way from~~  
 125 ~~the southerly end of the property line of James Melhorn for its entire length to where Williams~~  
 126 ~~Avenue intersects with Whipple Road on the easterly end of Williams Avenue. The exit is to be~~  
 127 ~~one way from the northerly end of the property line of Mattie Pettigrew northerly for two hundred~~  
 128 ~~(200) feet to where the exit intersects with Whipple Road. at its westerly intersection with~~  
 129 Whipple Road, is to be one way at its entrance in a southerly direction for a distance of one  
 130 hundred eighty (180) feet, and one way in a northern direction at the westerly exit for a distance  
 131 of two hundred (200) feet Map 9 Lot 15 to the intersection of Whipple Road. The remainder of  
 132 the road is two way.

133

134 **10.2.1.2 One-way Streets at Designated Times.**

135 The following streets are designated one-way streets between 6:00am and 7:00am, Monday  
 136 through Friday:

137  
 138 Lemont Lane in a westerly direction from the intersection of Philbrick Road to Woodlawn  
 139 Avenue;

140  
 141 Cross Street in a westerly direction from the intersection of Philbrick Road to Woodlawn  
 142 Avenue; and

143  
 144 Wainwright Avenue in a westerly direction from the intersection of Wyman Avenue to Woodlawn  
 145 Avenue.

146  
 147 This section does not prohibit the passage of vehicles performing municipal or emergency services.  
 148

149 **10.2.2 Stop Intersections Designated.**

150  
 151 **10.2.2.1 On Public Ways.**

152 The following intersections are designated as stop intersections and stop signs are to be so  
 153 erected:

- 154
- 155 On Adams Drive at U.S. Route 1;
- 156 On Adams Road at rear entrance to Information Center;
- 157 On Armour Drive at Martin Road;
- 158 On Badgers Island at U.S. Route 1;
- 159 On Barters Creek Road at Crockett Neck Road;
- 160 On Bartlett Road at Haley Road;
- 161 On Bayview Lane at South Eliot Road;
- 162 On Bellamy Lane at Pepperrell Road;
- 163 On Bicknell Street at Philbrick Avenue;
- 164 On Bicknell Street at Woodlawn Avenue;
- 165 On Bond Road at Crockett Neck Road;
- 166 On Boush Street at Manson Avenue;
- 167 On Bowen Road at Whipple Road;
- 168 On Bowen Road and Old Ferry Lane
- 169 On Bridge Street at Old Post Road;
- 170 On Bridge Street at U.S. Route 1 By-Pass;
- 171 On Busdick Drive at Shapleigh Road;
- 172 On Captain’s Way at Pocahontas Road;
- 173 On Central Street at Wentworth Street;
- 174 On Chauncey Creek Road at Tenney Hill Road;
- 175 On Cole Street at Manson Avenue (four-way stop);
- 176 On Cole Street at Philbrick Avenue;
- 177 On Cole Street at Woodlawn Avenue;
- 178 On Coleman Avenue at Pepperrell Road;
- 179 On Colonial Road at Goodsoe Road;

- 180 On Commercial Street at Government Street;
- 181 On Commercial Street at Water Street;
- 182 On Cook Street at Bridge Street;
- 183 On Cottle Lane at Government Street;
- 184 On Cove Landing Road at Walker Avenue;
- 185 On Crockett Neck Road at Haley Road;
- 186 On Crockett Neck Road at Pepperrell Road;
- 187 On Cromwell Street at Manson Avenue;
- 188 On Cross Street at Woodlawn Avenue;
- 189 On Cutts Island Lane at Harbor Road;
- 190 On Cutts Road at U.S. Route 1;
- 191 On Cutts Road, northeast, at Betty Welch Road;
- 192 On Dame Street at Central Street;
- 193 On Dame Street at Walker Street;
- 194 On Dana Avenue at Route 236;
- 195 On Debra Lane at Dion Avenue;
- 196 On Dennett Road at New Dennett Road;
- 197 On Dennett Road at Route 103;
- 198 On Dennett Road Extension at Dennett Road;
- 199 On Dexter Lane at U.S. Route 1;
- 200 On Dion Avenue at Shapleigh Road;
- 201 On Dismukes Street at Manson Avenue (four-way stop);
- 202 On Dismukes Street at Philbrick Avenue;
- 203 On Dismukes Street at Woodlawn Avenue;
- 204 On Duncan Way at Pepperrell Road;
- 205 On Dunlea Avenue at George Street;
- 206 On E Street at Main Street;
- 207 On Elizabeth Lane at High Pasture Road;
- 208 On Emery Lane at Old Dennett Road;
- 209 On Fernald Road at Martin Road;
- 210 On Fernald Road at Route 236;
- 211 On Ford Lane at Rogers Road;
- 212 At Fort Foster Gate House — four signs;
- 213 On Foyes Lane at Haley Road;
- 214 On Friend Street at Whipple Road;
- 215 On Friend Street at Woodlawn Avenue;
- 216 On George Street at Love Lane;
- 217 On George Street at Rogers Road;
- 218 On Gerrish Island Lane at Chauncey Creek Road;
- 219 On Gerrish Island Lane at Tenney Hill Road;
- 220 On Goodrich Street at Manson Avenue;
- 221 On Goodrich Street at Philbrick Avenue;
- 222 On Goodrich Street at Woodlawn Avenue;
- 223 On Goodsoe Road at Rogers Road;
- 224 On Goosepoint Road at Haley Road (both ends of horseshoe);

- 225 On Gorges Road at Ranger Drive;
- 226 On Government Street at Walker Street;
- 227 On Grant Court at Government Street;
- 228 On Graylodge Road at South Eliot Road;
- 229 On Graylodge Road at Walker Avenue;
- 230 On Guilford Boat Sales Parking Lot at Old Post Road;
- 231 On Gull Avenue at Pleasant Street;
- 232 On Haley Road at Pepperrell Road;
- 233 On Halstead Street at Manson Avenue;
- 234 On Halstead Street at Philbrick Avenue;
- 235 On Halstead Street at Woodlawn Avenue;
- 236 On Happy Avenue at Dennett Road Extension;
- 237 On Harris Avenue at Graylodge Road;
- 238 On High Pasture Road at Bartlett Road;
- 239 On High Pasture Road at Miller Road;
- 240 On Hillcrest Avenue at George Street;
- 241 On Howard Street at Philbrick Avenue;
- 242 On Hunter Avenue at Government Street;
- 243 On I-95 off-ramp at Dennett Road;
- 244 On I-95 off-ramp (Exit 2 South) at Route 236 — two signs;
- 245 On Idlewood Lane at rear entrance to Information Center;
- 246 On Idlewood Lane at U.S. Route 1;
- 247 On Irwin Street at Howard Street;
- 248 On Island Avenue at U.S. Route 1;
- 249 On Jean Street at Debra Lane;
- 250 On Jean Street at Dion Avenue;
- 251 On Jones Avenue at Government Street;
- 252 On Jones Avenue at Walker Street;
- 253 At Municipal Complex (front/rear) at Rogers Road Extension;
- 254 On Langton Street at Rice Avenue;
- 255 On Lawrence Lane at Pepperrell Road;
- 256 On Leach Road at Dennett Road;
- 257 On Ledgewood Drive at U.S. Route 1;
- 258 On Lemont Lane at Philbrick Road;
- 259 On Lemont Lane at Woodlawn Avenue;
- 260 On Lewis Avenue at Love Lane;
- 261 On Lewis Road at U.S. Route 1;
- 262 On Lewis Road at Norton Road;
- 263 On Litchfield Road at Picott Road;
- 264 On Love Lane at Rogers Road;
- 265 On Love Lane at U.S. Route 1;
- 266 On Lutts Avenue at Love Lane;
- 267 On MacDougall Street at Manson Avenue;
- 268 On MacKenzie Lane at Route 236;
- 269 On Main Street at Government Street;

- 270 On Main Street at Jones Avenue;
- 271 On Main Street at Walker Street;
- 272 On Maine Information Center access road at U.S. Route 1;
- 273 On Manson Avenue at Cole Street;
- 274 On Manson Avenue at Dismukes Street;
- 275 On Manson Avenue at Rogers Road;
- 276 On Manson Avenue at Shapleigh Road;
- 277 On Manson Avenue Extension at Shapleigh Road;
- 278 On Manson Road at Wilson Road;
- 279 On Maple Avenue at Old Post Road;
- 280 On Maple Avenue at U.S. Route 1;
- 281 On Martin Road at Dennett Road;
- 282 ~~On Martin Road at Route 236;~~
- 283 On Martin Road Extension at Martin Road;
- 284 On Meade Street at Manson Avenue;
- 285 On Meade Street at Philbrick Avenue;
- 286 On Meadow Lane at Stevenson Road;
- 287 On Melanie’s Court at Fernald Road;
- 288 On Mendum Avenue at Mendum Avenue;
- 289 On Mendum Avenue at Prince Avenue;
- 290 On Miller Road at Bartlett Road;
- 291 On Miller Road at Norton Road;
- 292 On Mitchell School Lane at CMP Pole #583;
- 293 On Mitchell School Lane at Haley Road;
- 294 On Moores Court at Bridge Street;
- 295 On Moore Street at Philbrick Avenue;
- 296 On Newson Avenue at Whipple Road;
- 297 On Nordia Lane at Dennett Road;
- 298 On Norton Road at Haley Road;
- 299 ~~On Norton Road at Lewis Road;~~
- 300 On Oak Terrace at Bridge Street (both ends of horseshoe);
- 301 On Oak Terrace at Bridge Street;
- 302 On Old Armory Way at Government Street;
- 303 On Old Cutts Road at Cutts Road;
- 304 On Old Dennett Road at Dennett Road;
- 305 On Old Dennett Road South at South Eliot Road;
- 306 On Old Ferry Lane at Whipple Road;
- 307 On Old Post Road at Bridge Street;
- 308 On Old Post Road at Cook Street;
- 309 On Old Post Road at Route 103;
- 310 On Otis Avenue at Government Street;
- 311 On Otis Avenue at Main Street;
- 312 On Otis Avenue at Walker Street;
- 313 On Oxpoint Drive at Adams Drive;
- 314 On Oxpoint Drive at U.S. Route 1;

- 315 On Page Street at U.S. Route 1;
- 316 On Palmer Avenue at State Road;
- 317 On Park Street at Cook Street;
- 318 On Patten Place at Manson Road;
- 319 On Paul Street at Old Post Road;
- 320 On Payne Road at Bartlett Road;
- 321 On Payne Road at Brave Boat Harbor Road;
- 322 On Pepperell Terrace at Pepperell Road;
- 323 On Phelps Street at Philbrick Avenue;
- 324 On Philbrick Avenue at Moore Street;
- 325 On Philbrick Avenue at Wainwright Avenue;
- 326 On Philbrick Road at Whipple Road;
- 327 On Pickernell Lane at Wilson Road;
- 328 On Picott Road at Cutts Road;
- 329 On Picott Road at Wilson Road;
- 330 On Pine Street at Central Street;
- 331 On Pine Street at Love Lane;
- 332 On Pinkham Avenue at Route 103;
- 333 On Pleasant Street at Government Street;
- 334 On Pocahontas Road at Chauncey Creek Road;
- 335 On Pocahontas Road Extension at Pocahontas Road;
- 336 On Prince Avenue at Government Street;
- 337 On Priscilla Terrace at Government Street;
- 338 On Ranger Drive at Dennett Road;
- 339 On Ranger Drive at Valles Road;
- 340 On Remicks Lane at Cutts Road;
- 341 On Rice Avenue at Government Street;
- 342 On Rice Avenue at Water Street;
- 343 At Rice Public Library at Walker Street;
- 344 On Ridgewood Drive at Martin Road, both ends of horseshoe;
- 345 On Ridgewood Drive Cul-de-sac at Ridgewood Drive;
- 346 On Ripley Road at U.S. Route 1;
- 347 On Road between Rogers and Shapleigh at Rogers, west of Dana Avenue;
- 348 On Road between Rogers and Shapleigh at Shapleigh;
- 349 On Road ~~in front of Town Barn~~ from U.S. Route 1 ~~spur to Route 236 cutoff~~ to Rogers Road
- 350 Extension;
- 351 On Rogers Lane at Rogers Road;
- 352 On Rogers Road at Shapleigh Road;
- 353 On Rogers Road Extension at Rogers Road;
- 354 On Rogers Road Extension (spur) at U.S. Route 1;
- 355 On Rogers Road Extension (spur) at Rogers Road Extension;
- 356 On Rose Lane at Whipple Road;
- 357 On Roseberry Lane at Dennett Road;
- 358 On Rosellen Drive at Haley Road;
- 359 On Route 103 at New Dennett Road;



- 360 On U.S. Route 1 By-Pass at Rotary;
- 361 On Rudolph Avenue at Park Street;
- 362 On School Street at Dion Avenue;
- 363 At Shapleigh School front drive-thru to parking lot;
- 364 At Shapleigh School rear parking lot to Manson Road;
- 365 Road at Shapleigh School front exits to Stevenson Road — two signs;
- 366 On South Eliot Road at Dennett Road — two signs;
- 367 On Spinney Cove Drive at South Eliot Road;
- 368 On Spinney Way at Dennett Road;
- 369 On Spinney Way at Old Dennett Road;
- 370 On Sterling Road at U.S. Route 1;
- 371 On Stevenson Road at Manson Road;
- 372 ~~On Stevenson Road at Route 236;~~
- 373 On Stimson Street at Government Street;
- 374 On Stimson Street at Water Street;
- 375 On Sunset Drive at Dennett Road;
- 376 On Tilton Avenue at Whipple Road;
- 377 On Traip Avenue at Wentworth Street;
- 378 On Trefethen Avenue at Whipple Road;
- 379 On U.S. Route 1 at Route 236;
- 380 On Valles Road at New Dennett Road;
- 381 On Valles Road at Ranger Drive;
- 382 On Valles Road at U.S. Route 1 By-pass (near Northeast Hydraulics);
- 383 On Wainwright Avenue at Woodlawn Avenue;
- 384 On Water Street at Rice Avenue;
- 385 On Water Street at U.S. Route 1;
- 386 On Watts Street at Philbrick Avenue;
- 387 On Wheelhouse Way at Captain's Way;
- 388 On Wheelhouse Way at Pocahontas Road;
- 389 On Whipple Road at Shapleigh Road;
- 390 On Whipple Road at Wentworth Street;
- 391 On Whipporwill Lane at Haley Road;
- 392 On Williams Avenue at Whipple Road;
- 393 On Wilner Street at Philbrick Avenue;
- 394 On Woodlawn Avenue at Manson Avenue;
- 395 On Woodlawn Avenue at Whipple Road;
- 396 On Wyman Avenue at Philbrick Avenue.

397

398 **10.2.2.2 On Private Ways.**

399 The following intersections in malls and private drives are designated as stop intersections and  
 400 stop signs are to be so erected:

401

- 402 At Dansk Square exit to U.S. Route 1;
- 403 ~~On Elizabeth Lane at High Pasture Road (private way);~~
- 404 At Foxwell Apartments (21 Manson Avenue) at Manson Avenue;

- 405 At Guilford Boat Sales (65 U.S. Route 1 By-pass South) at U.S. Route 1 By-pass;  
 406 ~~On High Pasture Road at Bartlett Road (private way);~~  
 407 ~~On High Pasture Road at Miller Road (private way);~~  
 408 At Homestead Nursing Home exit to U.S. Route 1;  
 409 At Circle K – Irving Oil (103 U.S. Route 1 By-pass South) at Ranger Drive;  
 410 At Kittery Outlet Center to U.S. Route 1 exit;  
 411 At Kittery Place Mall North to Kittery Outlet Center;  
 412 At Kittery Place to U.S. Route 1 exit;  
 413 On Ledgewood Drive at U.S. Route 1;  
 414 At Maine Outlet Mall North rear;  
 415 At Maine Outlet Mall North parking lot to North access road;  
 416 At Maine Outlet Mall North to U.S. Route 1;  
 417 At Maine Outlet Mall South parking lot to North access road;  
 418 At Maine Outlet Mall SE parking lot to South access road;  
 419 At Maine Outlet Mall SW parking lot to South access road;  
 420 At Maine Outlet Mall South to U.S. Route 1 exit;  
 421 At Pine Knoll Trailer Park at Spinney Way;  
 422 At Tanger I Outlet Center parking lot to access road;  
 423 At Tanger I Outlet Center thru-way to Dansk Square;  
 424 At Tidewater Mall North to U.S. Route 1;  
 425 At Tidewater Mall South rear to South access road;  
 426 At Tidewater Mall SE parking lot to South access road;  
 427 At Tidewater Mall SW parking lot to South access road;  
 428 At Tidewater Mall from rear overflow parking lot to South access road;  
 429 At Warren's Lobster House (11 Water Street) at Water Street.

430

431 **10.2.3 Yield Intersections Designated.**

432 The following intersections are designated as yield intersections and yield signs are to be so  
 433 erected:

434

435 ~~On Bridge Street at Old Post Road;~~

436 On Cutts Island Lane at Chauncey Creek Road, southeast;

437 ~~On Exit off U.S. Route 1 By-Pass at Rotary, southeast;~~

438 On Goodwin Road at Pocahontas Road;

439 On Old Post Road at Rotary, northeast;

440 On Old Post Road at Rotary, northwest;

441 On Route 103 at Old Post Road, northeast;

442 On Route 236 at Rotary, northeast;

443 On Route 236 at Rotary, southeast;

444 On Route 236 at U.S. Route 1, northeast;

445 On Route 236 at U.S. Route 1, southeast;

446 On U.S. Route 1 at Rotary, northeast;

447 On U.S. Route 1 at Rotary, northwest;

448 On U.S. Route 1 at Rotary, southeast;

449 On Walker Street at U.S. Route 1, northeast.

450  
451  
452  
453  
454  
455  
456  
457  
458  
459  
460  
461  
462  
463  
464  
465  
466  
467  
468  
469  
470  
471  
472  
473  
474  
475  
476  
477  
478  
479  
480  
481  
482  
483  
484  
485  
486  
487  
488  
489  
490  
491  
492  
493  
494

**Chapter 10.3 STOPPING, STANDING AND PARKING**

**10.3.1 General Parking Regulations.**

**10.3.1.1 Prohibited at All Times.**

Parking is prohibited at all hours in the following locations, except as may be permitted in Section 10.3.1.4:

Within ten (10) feet of any hydrant;

Within ten (10) feet of any corner;

Within ten (10) feet of pavement on Route 1, both sides, from Spruce Creek to the Kittery-York Town line;

~~From the right-of-way to Frisbee’s Wharf to the land of A. Blake~~Bellamy Lane, both sides, from Pepperrell Road in a southerly direction for one hundred and sixty (160) feet;

The cul-de-sac at the end of Dion Avenue;

Adams Drive, no parking on westerly side from the intersection of Route 1 in a southerly direction to its end and on the easterly side from the intersection with Route 1 to the driveway of 7 Adams Drive;

~~Bowen Road, northwest side from Route 103 to land of Milton Hall, for a distance of seven hundred seventy-eight (778) feet;~~to its intersection with Old Ferry Lane.

~~Bowen Road, southeast side, from its intersection with the intersection of Route 103~~Old Ferry Lane, land of James O. McNally, easterly to the intersection of Old Ferry Lane, a distance of one hundred sixty-five (165) feet;~~to its southern terminus.~~

Bridge Street, northerly side, excepting that the first three hundred (300) feet from Old Post Road—the first one hundred fifty (150) feet, no time limit; the second one hundred fifty (150) feet, one-hour time limit;

Bridge Street, southerly side;

Chauncey Creek Road on the north side, beginning four hundred and thirty three (433) feet from the intersection of Gerrish Island Lane at CMP Pole #30 and continuing in a easterly westerly direction for a distance of eight hundred and twelve (812) feet; ~~direction to CMP Pole #36;~~

Chauncey Creek Road on the north side, beginning at the intersection of Tenney Hill Road, and CMP Pole #16, continuing in an easterly direction three hundred sixty-two (362) feet;

495  
496 Chauncey Creek Road on the south side, beginning at the intersection of Pepperrell Road and  
497 Tenney Hill Road, and continuing in an easterly direction for one thousand nine hundred and  
498 twenty (1920) feet to GMP Pole #33, excepting any parking off the public way;  
499  
500 Commercial Street, on the west side, beginning at the intersection of Government Street and  
501 continuing southerly to the intersection of Water Street;  
502  
503 Fernald Road, north and south side, beginning at the intersection of Route 236 in a westerly  
504 direction for six hundred and ninety (690) feet to GMP Pole #22;  
505  
506 Fort Foster, paved road, both sides, from gate house to pier, a distance of two thousand five  
507 hundred (2,500) feet;  
508  
509 Government Street, south side, from U.S. Highway No. 1 State Road to Hunter Avenue.  
510  
511 Hunter Avenue beginning at Water Street and continuing northerly to the intersection of  
512 Government Street;  
513  
514 Jones Avenue, both sides, from Government Street to Walker Street;  
515  
516 Love Lane, east side, beginning at its point of intersection with Government Street, north one  
517 hundred fifty (150) feet;  
518  
519 Love Lane, east side, between its point of intersection with Government Street to the end of the  
520 property of the Wentworth-Dennett School;  
521  
522 Manson Road, from the intersection with Stevenson Road in a northerly direction five hundred  
523 (500) feet, and in a southerly direction for three hundred (300) feet;  
524  
525 Old Post Road, on the northerly side, from Bridge Street to Cook Street;  
526  
527 Old Post Road, on the southerly side, from Bridge Street to Cook Street, with the exception  
528 of two hundred (200) feet from Bridge Street, which is to be one-hour automobile only  
529 parking;  
530  
531 Oxpoint Drive, both sides, from the intersection of Adams Drive in an easterly direction to the  
532 driveway of 2 Oxpoint Drive;  
533  
534 Pleasant Street, on the west side, beginning at the intersection of Water Street and continuing  
535 northerly to the intersection of Government Street;  
536  
537 Ranger Drive, the west and east side in a northerly direction from the intersection at Gorges  
538 Road to the end of Ranger Drive, including the cul-de-sac;  
539

540 Rogers Road on both sides, beginning at its point of intersection with Shapleigh Road (Route  
 541 236) to the point where Rogers Road intersects with Wentworth Street (Route 103);

542  
 543 ~~Old Post Road on both sides, from Dennett Road to Route 103, east side, from the north side~~  
 544 ~~of the property of Edward Thomson, south to where Route 103 intersects with Paul Street;~~

545  
 546 Seapoint Road, north side, from the ~~intersection of Thaxter Road and Seapoint Road, a~~  
 547 ~~distance of six hundred ninety-eight (698) feet in an easterly direction to~~ New England  
 548 Telephone pole number 4 in a westerly direction for two thousand two hundred and ninety eight  
 549 (2,298) feet;

550  
 551 Seapoint Road, south side, from the New England Telephone pole number 4 in a westerly  
 552 direction for two hundred and fifty (250) feet; ~~and the.~~

553  
 554 Seapoint Road, western end of the designated parking area along Seapoint Road, a distance of  
 555 two hundred and twenty (220) feet in a westerly direction;

556  
 557 Stevenson Road, from the intersection ~~with~~ of Manson Road on the southerly side in a westerly  
 558 direction for a distance of one thousand one hundred and fifty five (1155) feet; ~~one hundred~~  
 559 ~~(100) feet;~~

560  
 561 Stevenson Road, from the intersection of Manson Road at a point where the property of Map 29  
 562 ~~Lot 28A intersects with the property of Map 29 Lot 28 on the southerly side~~ in a westerly  
 563 direction for a distance of one thousand two hundred and seventy five (1275) feet ~~one-tenth of a~~  
 564 ~~mile;~~

565  
 566 Stevenson Road, from the intersection with Manson Road on the northerly side in a westerly  
 567 direction for a distance of one hundred and six (106) feet.

568  
 569 Stevenson Road, from the main (middle) entrance driveway on the northerly side in a westerly  
 570 direction for a distance of one hundred and forty seven (147) feet to the westerly entrance  
 571 driveway;

572  
 573 Stevenson Road at a point where the town of Kittery property, Map 29, Lot 24, intersects with  
 574 Map 29, Lot 23, westerly direction for a distance of one-tenth of a mile;

575  
 576 Tilton Avenue, northwest side, from Whipple Road, a distance of thirty-five (35) feet;  
 577 Tilton Avenue, southeast side;

578  
 579 Traip Avenue, north and westerly side, a distance of four hundred twenty (420) feet from its  
 580 southerly intersection with Wentworth Street;

581  
 582 Walker Street, south side three hundred and fourteen (314) feet and north side four hundred and sixty (460)  
 583 Feet feet from U.S. Highway No. 1; ~~to Main Street;~~

584

585 Walker Street, north side, west of Wentworth Street, from the northeast corner of Wentworth/Walker Street  
586 intersection to a point ~~40~~ fifty five (55) feet westerly;

587  
588 Walker Street, south side, west of Wentworth Street, from the southwest corner of the Wentworth/Walker  
589 Street intersection to a point fifty seven (57) feet westerly;

590  
591 ~~Walker Street, north side, from the northeast corner of its intersection with Wentworth Street~~  
592 ~~west side of the property of Dr. Charles W. Kinghorn to the property belonging to the U.S. Navy;~~

593  
594 ~~Walker Street, south side, from the west side of the Sugrue Block to the property of the U.S.~~  
595 ~~Navy;~~  
596 Stoddard Street to the Naval Shipyard.

597  
598 Water Street, on the south side from the intersection of Commercial Street easterly for a  
599 distance of one hundred and eighty five (185) feet; ~~CMP Pole #16 continuing easterly to CMP~~  
600 ~~Pole #51;~~

601  
602 Wentworth Street, east side, between its two points of intersection with Traip Avenue;

603  
604 Wentworth Street, east side, from the north corner of the Sugrue Block to the south entrance of  
605 Traip Avenue;

606  
607 Wentworth Street, north side, east of Walker Street, from the northeast corner of the  
608 Wentworth/Walker Street intersection to a point ninety (90) feet east;

609  
610 Whipple Road, north side, beginning at its point of intersection with Rogers Road, easterly to its  
611 point of intersection with Shapleigh Road;

612  
613 Whipple Road, north side, from Keene Circle to Philbrick Road;

614  
615 Williams Avenue, both sides, starting at the exit of Traip Academy’s parking lot and continuing in  
616 an easterly direction, ending at the beginning of 24 Williams Avenue.

617

618 **10.3.1.2 Prohibited from 7:00 a.m. to 4:00 p.m., Monday through Friday.**  
619 Parking is prohibited from 7:00 a.m. to 4:00 p.m. on the south side of Williams Avenue  
620 commencing at property known as R.W. Traip Academy.

621

622 **10.3.1.3 One-Hour Parking from 7:00 a.m. to 6:00 p.m.**  
623 One-hour parking is permitted from 7:00 a.m. to 6:00 p.m., (Unrestricted parking is permitted on  
624 Sundays and holidays), in the following locations:

625  
626 Central Street, Cross Street, Friend Street, Jones Avenue, Love Lane, Main Street, Newmarch  
627 Street, Otis Avenue, Pine Street, Prince Avenue, Rice Avenue, Stimson Street, Trefethen  
628 Avenue, Williams Avenue, Woodlawn Avenue;

629

- 630
- 631 Manson Avenue from Rogers Road to Boush Street;
- 632
- 633 Old Post Road, both sides, for a distance of four hundred fifty (450) feet northeasterly towards
- 634 Memorial Field from its intersection with Dennett Road;
- 635
- 636 Philbrick Road from Whipple Road to Cross Street;
- 637
- 638 ~~Ranger Drive, the west and east side in a northerly direction from the intersection at Gorges~~
- 639 ~~Road to the end of Ranger Drive, including the cul-de-sac.~~
- 640
- 641 Rogers Road from the junction of Rogers Road and Whipple Road to Orchard Grove Cemetery;
- 642
- 643 ~~Traip Avenue, westerly side, from Rice Library lot to the northerly intersection with Wentworth~~
- 644 ~~Street; and easterly both sides for its entire length;~~
- 645
- 646 ~~Wentworth Street, west side, from Wallingford Square Walker Street to the railroad~~
- 647 ~~crossing parcel 9-38, and east side from south end of Traip Avenue to the railroad crossing~~
- 648 ~~parcel 9-25;~~
- 649
- 650 Whipple Road from the junction of Woodlawn Avenue and Whipple Road to Tilton Avenue.

**10.3.1.4 Four Hour Maximum Parking.**

Allowed between signs in the following locations during school hours and public events:

Stevenson Road at a point one hundred (100) feet from the intersection with Manson Road on the southerly side in a westerly direction ~~to a point for a distance of~~ five hundred and fifty (550) feet, ~~to the point where the property of Map 29 Lot 28A intersects with the property of Map 29 Lot 28;~~

Stevenson Road, from a point one hundred and six (106) feet from the intersection with Manson Road on the northerly side in a westerly direction for a distance of one hundred and twenty-two (122) feet to the main (middle) school entrance;

Stevenson Road, from the westerly school entrance driveway on the northerly side in a westerly direction for a distance of two hundred and fifty (250) feet, ~~to a point where the town of Kittery property, Map 29, Lot 24, intersects with Map 29, Lot 23.~~

**10.3.1.5 Time Period Restrictions.**

A. It is unlawful to leave a motor vehicle parked, standing, or unattended on any public way in the Town:

1. November 1st to April 4<sup>th</sup> 15<sup>th</sup>, inclusive:
  - a. Between the hours of 12:00 midnight and 6:00 a.m.,

675  
676  
677  
678  
679  
680  
681  
682  
683  
684  
685  
686  
687  
688  
689  
690  
691  
692  
693  
694  
695  
696  
697  
698  
699  
700  
701  
702  
703  
704  
705  
706  
707  
708  
709  
710  
711  
712  
713  
714  
715  
716  
717  
718  
719  
720

- b. More than four hours between 6:00 a.m. and 12:00 midnight;
- 2. April ~~2nd~~ 16th to October 31st, inclusive:
  - a. More than four hours between 6:00 a.m. and 6:00 p.m., Monday through Friday.
- B. The Town Manager is authorized to declare a total parking ban on any or all public ways in the Town for the purpose of snowplowing or snow removal operations.
- C. Parking is prohibited from 5:00 a.m. to 7:00 a.m. and from 5:00 p.m. to 7:00 p.m. ~~in the following locations:~~
  - ~~1. On the north side of Pepperrell Road starting at Smith Lane and running east for sixty (60) feet.~~
  - ~~2. It is unlawful for any person to park longer than two consecutive hours in the municipal parking lot located at the southeast side of the Rice Public Library. All-day parking permits may be obtained from the police department. These permits will be limited to business owners and employees of businesses located in the Kittery Foreside zone as defined in the zoning ordinance (Section 16.12.150). These permits are for the purpose of freeing up on-street parking for customers. The all-day permits will be issued to specific individuals and will be numbered. The permits must be displayed in the driver's side windshield area during the time the vehicle is parked in the municipal lot. When the ownership of a business changes or an employee leaves the employment of a business located in the Kittery Foreside zone, the parking permit is then cancelled and must be returned to the police department.~~
  - ~~3. Parking in the municipal parking lot between the hours of 12:00 midnight and 6:00 a.m. will be restricted to permit holders. Overnight parking permits may be obtained from the police department. These permits will be limited to individuals who reside in the Kittery Foreside zone as defined in the land use and development code, Section 16.3.2.15E, Kittery Foreside – KF. The overnight parking spaces are limited to six in number and are located on the southeast boundary of the parking lot. These individuals may also apply for twenty-four (24) hour parking permits.~~
  - ~~4. The overnight or twenty-four (24) hour permits will be issued to specific individuals and will be numbered. The permits must be displayed in the driver's side windshield area during the time the vehicle is parked in the municipal lot. When the individual no longer resides in the Kittery Foreside zone, the parking permit is then cancelled and must be returned to the police department. Residents will be allowed to park their vehicles overnight or for twenty-four (24) hours only in an area within the municipal lot that is designated and posted for use by residents. Each resident permit holder will be responsible for snow removal in the immediate area surrounding their parked vehicle.~~
- D. Two-hour parking will be permitted from 7:00 A.M. to 6:00 P.M., (Unrestricted parking is permitted on Sundays and holidays), in the following locations:



721  
 722 Government Street, south side, from Hunter Avenue to Wallingford Square and north side across from  
 723 Knight Avenue to Wallingford Square;

724  
 725 Wallingford Square, both sides, including the town wharf and its approaches;

726  
 727 Walker Street, south side, beginning fifty seven (57) feet west of Wentworth Street, in a westerly ~~to the~~  
 728 direction for a distance of one thousand fourteen hundred and forty (1440) feet; ~~past the intersection of~~  
 729 ~~Walker and Main Street;~~

730  
 731 Walker Street, north side, beginning ~~ten fifty five (40 55)~~ ten fifty five (55) feet west of Wentworth Street, in a westerly ~~to the~~  
 732 direction for a distance of one thousand thirteen three hundred and ten (1310) feet; ~~past the intersection of~~  
 733 ~~Walker and Main Street.~~

734  
 735 E. The Town’s parking lot located on the east side of Moore Street is restricted to permit  
 736 holders and their guests only. Permit holders are limited to residents of Moore Street who do not  
 737 have off-street parking available. Parking permits may be obtained from the police department.  
 738 The owner or operator of any vehicle found in violation of this section will be summonsed and  
 739 the vehicle will be towed at the owner’s expense as provided in this chapter.

740  
 741 F. Parking in the Municipal Parking Lot located in Wallingford Square at the corner of Walker  
 742 Street is restricted to a maximum of two (2) consecutive hours from 7:00 a.m. to 6:00 p.m. and three  
 743 (3) consecutive hours from 6:00 p.m. to 7:00 a.m. Parking is not permitted between the hours of  
 744 midnight and 6:00 a.m. from November 1<sup>st</sup> through ~~March 31<sup>st</sup>~~, April 15<sup>th</sup> inclusive.

745  
 746 G. Seapoint and Crescent Beach  
 747 1. South side of Seapoint Road starting two hundred and fifty (250) feet from New England  
 748 Telephone pole number 4 in a westerly direction for eight hundred and twenty five (825) feet. ~~From~~  
 749 ~~May 15<sup>th</sup> to September 30<sup>th</sup>~~; parking is restricted to vehicles displaying a valid solid waste sticker or  
 750 guest permit only.

751  
 752 The Municipal Office issues solid waste stickers for town residents and nonresident property  
 753 taxpayers and active military personnel stationed at the Portsmouth Naval Shipyard and  
 754 residing in military housing. There is no cost for the initial sticker.

755  
 756 2. From New England Telephone pole number 81 in a westerly direction for one hundred and thirty  
 757 five (135) feet. Parking must be off the paved road surface.

758  
 759 3. Parking must be off the paved road surface.

760  
 761 4. The beach parking lot and parking areas on the south side of Seapoint Road are closed each  
 762 day from 11:00 p.m. to 3:00 a.m.

763  
 764 ~~[DELETE SEAPOINT PARKING REGULATIONS FROM TITLE 12]~~

765  
 766 **10.3.2 Parking Within Lines.**

767 Failure to park within prescribed lines as laid out on any street is a violation of the parking rules.

768

769 **10.3.3 Parking on Sidewalks.**

770 Parking vehicles of any kind on sidewalks anywhere in Town is prohibited.

771

772 **10.3.4 Blocking Driveways.**

773 It is unlawful for any person to park, leave standing or unattended any vehicle on the public  
774 ways of the Town, in such manner so as to block any driveway, public or private, as to prevent  
775 egress or entrance to such driveway.

776

777 **10.3.5 Handicapped Reservation – 33 Government Street**

778 The two marked parking spaces in front of #33 Government Street on the south side are  
779 designated handicapped parking spaces on ~~Thursday from 9:00 a.m. to 12:00 noon and on~~  
780 Sunday from 8:00 a.m. to 12:00 noon.

781

782 **10.3.6 Parking in Handicapped Spaces.**

783 Parking in a marked handicapped space is prohibited unless the vehicle is displaying a  
784 handicapped sticker or handicapped license plate(s). The owner or operator of any vehicle  
785 found in violation of this section ~~will~~ may be summonsed and the vehicle towed at the owner's  
786 expense.

787

788 **10.3.7 Parking in Fire Lanes.**

789 Parking is prohibited at all times in designated fire lanes. The owner or operator of any  
790 unauthorized vehicle found parked in a fire lane will be summonsed and the vehicle towed at the  
791 owner's expense.

792

793 **10.3.8 General Penalties.**

794

795 A. Penalties for violations of any of the following parking regulations are as follows:

796

1. Overtime parking	<del>\$15.00</del> <u>\$35.00</u>
2. Parked on crosswalk	<del>\$15.00</del> <u>\$50.00</u>
3. Parked less than (10) feet from corner	<del>\$15.00</del> <u>\$50.00</u>
4. Parked on sidewalk	<del>\$15.00</del> <u>\$50.00</u>
5. Parked within (10) feet of hydrant	<del>\$15.00</del> <u>\$50.00</u>
6. Blocking driveway	<del>\$15.00</del> <u>\$35.00</u>
<del>7. Violation of all-night parking</del>	<del>\$15.00</del> <del>\$25.00</del>
<del>8. Parked interfering with snow removal</del>	<del>\$15.00</del> <del>\$25.00</del>

97. Violation of parking ban	<del>\$15.00</del> \$35.00
<del>10. Violation of (4) hour parking</del>	<del>\$15.00</del> \$25.00
<del>118. Other Title 10 Violations restricted areas</del>	<del>\$15.00</del> \$35.00
<del>129. Parking in a Fire lane Lane</del>	<del>\$25.00</del> \$100.00
<del>1310. Handicapped parking violation</del>	<del>\$25.00</del> \$250.00
<del>1411. Failure to display dump sticker or permit at Seapoint Beach</del>	<del>\$50.00</del>

797 B. For first any violations, penalty fees must be paid within thirty (30) days. After thirty (30) days  
 798 unpaid, first violation penalty fees doubles. Any violator who does not pay the required penalty fee  
 799 within forty-five (45) days is to may be issued a summons to appear and answer in the York District  
 800 Court for failure to pay such penalty and, upon conviction, is to be fined not more than fifty dollars  
 801 (\$50.00) for each offense plus court cost.

802  
 803 C. ~~For second and subsequent offenses, the violator will be summoned to court and fined a~~  
 804 ~~sum not to exceed twenty dollars (\$20.00) for violations of Section 10.3.1, and thirty dollars~~  
 805 ~~(\$30.00) for violations of Sections 10.3.2, 10.3.3, or 10.3.4.~~

806  
 807 **10.3.9 Parking on Bellamy Lane—Penalty for Violations.**

808  
 809 **10.3.9.1 Prohibition.**

810 It is unlawful for any person having custody or control of any vehicle to park such vehicle upon  
 811 Bellamy Lane between April 1st to October 15th, provided however, that this section does not  
 812 pertain to vehicles while engaged in the loading or unloading of freight.

813  
 814 **10.3.9.2 Penalty.**

815 Any person found in violation of this section will be fined not more than twenty dollars (\$20.00)  
 816 for each offense.

817  
 818 **10.3.10 Parking on Frisbee’s Wharf—Penalty for Violations.**

819  
 820 **10.3.10.1 Prohibition.**

821 Except as otherwise provided in subsection 10.3.10.4, it is unlawful for any person having  
 822 custody or control of any vehicle who is not a resident or real estate taxpayer of the Town to  
 823 park any such vehicle upon the Town wharf or pier known as Frisbee’s Wharf or Pier in Kittery  
 824 Point in any parking space not so designated for one-hour nonresident parking. Such  
 825 nonresident parking spaces are to be clearly marked and located along the southwesterly  
 826 portion of such wharf. Parking by nonresidents in such spaces is limited at any one time to one-  
 827 hour parking.

828  
 829 **10.3.10.2 Parking Reservation.**

830 Parking for residents or real estate taxpayers of the Town on so-called Frisbee’s Wharf or Pier  
 831 is in those spaces specifically designated for residents parking along the northwesterly sideline  
 832 of the wharf and along the northeasterly portion thereof and only for those vehicles displaying a  
 833 current Town transfer sticker issued by the Town hall and affixed to the vehicle in a manner  
 834 prescribed by the Town Manager. Residents or real estate property taxpayers of the Town may  
 835 also park their vehicles in the area designated in subsection A of this section, subject to the  
 836 one-hour limitation.

837  
 838 **10.3.10.3 Time Period Restriction.**

839 It is unlawful for any person having custody or control of any vehicle to park any such vehicle  
 840 upon the Town wharf ~~or pier~~ known as Frisbee’s Wharf ~~or Pier~~ in Kittery Point between the  
 841 hours of 2:00 a.m. and 4:00 a.m.

842  
 843 **10.3.10.4 Open Parking Spaces**

844 Parking spaces as so designated along the westerly side of the Town wharf or pier known as  
 845 Frisbee’s Wharf or Pier in Kittery Point presently comprising approximately twelve (12) parking  
 846 spaces are available for parking to Kittery residents and nonresidents alike.

847  
 848 **10.3.10.5 Penalty.**

849 Any person found in violation of this section will be fined not more than twenty dollars (\$20.00)  
 850 for each offense. In addition, any vehicle or motor vehicles in violation of this section is to be  
 851 towed away at the expense of the owner as provided in subsections ~~B and C~~ of Section 10.3.8.

852  
 853 **10.3.11 Towing.**

854  
 855 **10.3.11.1 Authority.**

856 Any vehicle or motor vehicle in violation of Sections 9.1.1, 10.3.1, 10.3.2, 10.3.3, 10.3.5, and 29  
 857 M.R.S. §1111, and any person who is arrested and has a vehicle on a public way at the time of  
 858 arrest, or any vehicle that is subject to impoundment by the police department, may be towed by  
 859 the police department at the expense of the owner as provided herein.

860  
 861 **10.3.11.2 Tower Requirements.**

862 Owners of towing vehicles used by the Town for the purpose of removing illegally parked cars  
 863 under the terms of this section must show proof of liability insurance, have storage capability,  
 864 and be approved by the Chief of Police.

865  
 866 **10.3.11.3 Tow Charges.**

867 Any owner of towing vehicles approved for the removal of vehicles illegally parked under the  
 868 terms of this section is subject to the following towing rates:

- 869  
 870 A. A flat rate as set out in Appendix A for any towing between the hours of 7:00 a.m. and 5:00  
 871 p.m., Monday through Friday;  
 872 B. A flat rate as set out in Appendix A at all other times;  
 873 C. An additional charge as set out in Appendix A if a “dolly” has to be used;  
 874 D. A maximum charge as set out in Appendix A for any dry run where a vehicle is not towed;

- 875 E. Motorcycle—extra charge as set out in Appendix A;
- 876 F. No fee may be charged to the owner of the vehicle for the first twenty-four (24) hours of
- 877 storage unless the vehicle has been towed due to snow removal;
- 878 G. An additional charge as set out in Appendix A for any unusual circumstances.

879

880 **Chapter 10.4 BICYCLES, SKATEBOARDS, SCOOTERS AND ROLLER SKATES**

881

882 **10.4.1 Definitions.**

883

884 As used in this chapter, the following terms have the following meanings:

885

886 **Bicycle** means every pedaled vehicle propelled solely by human power upon which any person  
887 may ride, usually having two tandem wheels and excepting child’s tricycles and similar devices.

888

889 **Motorized ~~scooter~~ bicycle or motorized skateboard** means any ~~scooter~~ bicycle or  
890 skateboard as defined in this chapter which has attached to it a motor (gasoline power or  
891 battery) designed to propel the ~~scooter~~ bicycle or skateboard.

892

893 **Public parking lot** means any property publicly-owned and used for parking vehicles, including  
894 any portion of the same leading to and from a public road or way.

895

896 **Roller skate** means any device designed to be attached to the foot and having wheels, usually  
897 propelled by human power and intended to carry or propel an individual.

898

899 **Scooter** means any surface (usually flat) that has attached to it wheels and an upright  
900 handlebar propelled solely by human power usually having two wheels and used to carry or  
901 propel an individual.

902

903 **Skateboard** means any board, surface, or other similar device, usually propelled by human  
904 power and usually having attached four wheels and used to carry or propel an individual.

905

906 **10.4.2 Regulation of Bicycles.**

907

908 It is a violation of this chapter for any person to ride or operate a bicycle on any sidewalk within  
909 the Town except any person ten (10) years of age or younger riding or operating a bicycle  
910 having wheels twenty (20) inches in diameter or smaller.

911

912 **10.4.3 Regulations of Skateboards, Scooters, and Roller Skates.**

913

914 **10.4.3.1 Violation.**

915 It is a violation of this chapter for any person to ride or operate a skateboard, roller skate or  
916 scooter on any sidewalk, public parking lot or closed street, as listed in this section, within the  
917 Town.

918

919 **10.4.3.2 Closed Streets Enumerated.**

920 Closed streets, as stated above, are identified as follows:

921

922 A. Major Highways and Roads.

923

- 924 1. Interstate 95, including all entrance and exit ramps,
- 925 2. Route 1 Bypass, including all entrance and exit ramps,
- 926 3. Route 1, from the New Hampshire state line to the York Town line,
- 927 4. Route 236, from the Eliot Town line to Route 103, including Rogers and Shapleigh
- 928 Roads,
- 929 5. Route 103, from the Eliot Town line to the York Town line, including Eliot Road, Dennett
- 930 Road, Old Post Road, Cook Street, Government Street, Walker Street, Wentworth
- 931 Street, Whipple Road, Pepperrell Road, Tenny Hill Road and Brave Boat Harbor Road,
- 932 6. Route 101, from Route 1 to the Eliot Town line;

933

934 B. Secondary Streets and Ways.

935

- 936 1. Cutts Road,
- 937 2. Betty Welch Road,
- 938 3. Remicks Lane,
- 939 4. Picott Road,
- 940 5. (New) Dennett Road,
- 941 6. Old Post Road,
- 942 7. Bridge Street,
- 943 8. Government Street,
- 944 9. Wallingford Square, including entrance plaza to the Navy Yard,
- 945 10. Love Lane, from Route 1 to Rogers ~~Lane~~ Road,
- 946 11. Litchfield Road, from Route 1 to Interstate 95;

947

948 C. Village Area.

949

- 950 1. Manson Avenue,
- 951 2. MacDougal Street,
- 952 3. Moore Street,
- 953 4. Philbrick Road,
- 954 5. Philbrick Avenue,
- 955 6. Woodlawn Avenue,
- 956 7. Friend Street,
- 957 8. Wainwright Avenue,
- 958 9. Wyman Avenue;

959

960 D. Kittery Point Area.

961

- 962 1. Old Ferry ~~Road~~ Lane,
- 963 2. Bowen Road,
- 964 3. Crockett Neck Road,

- 965 4. Bellamy Lane, including Town wharf,
- 966 5. ~~Sith's Lane, also known as Pepperrell Lane, Pepperrell Terrace,~~
- 967 6. Mitchell School Lane, from Route 103 to Mitchell School grounds,
- 968 7. Rosellen Drive,
- 969 8. Haley Road,
- 970 9. Lewis Road,
- 971 10. Foyes Lane,
- 972 11. Chauncey Creek Road,
- 973 12. Seapoint Road,
- 974 13. Gerrish Island Lane,
- 975 14. Cutts Island Lane;

977 E. All other streets within the Town not identified above are open streets.

978 ~~10.4.3.3 Riding on Open Streets.~~

979 ~~Riding on or operating a skateboard, scooter or roller skating on any open street within the~~  
 981 ~~Town is governed by rules established and published by the Chief of Police.~~

982 **10.4.3.43 Assumption of Responsibility for Personal Injury and/or Property Damage.**

984 The designation of any street within the Town as an open street per se does not necessarily  
 985 mean a "safe street." Skateboarding, scootering and roller-skating are, at best, dangerous and  
 986 hazardous sports; therefore, skateboarders, scooter and roller skaters assume all responsibility  
 987 for personal injury and/or property damage.

988 **10.4.3.54. Discretion of Chief to Close Streets.**

989 The Chief of Police may, at the chief's discretion, temporarily close any open street for a period  
 991 of up to thirty (30) consecutive days.

992 **10.4.4 Impoundment.**

994 Any police officer, or other duly authorized law enforcement officer, within the Town, when  
 995 satisfied that a juvenile under the age of eighteen (18) years has ridden a bicycle, skateboard,  
 996 scooter or roller skates in violation of any of the provisions of this chapter, may impound the  
 997 bicycle, skateboard, scooter or roller skates for a period not to exceed five days for any offense.  
 998 Any individual eighteen (18) years of age or older who violates any of the provisions of this  
 999 chapter commits a traffic infraction covered by the penalties in Section 10.5.1.

1000 **10.4.5 Regulation of Motorized Scooters Bicycles or Motorized Skateboards.**

1001 It is unlawful for any individual to operate a motorized ~~scooter bicycle~~ or motorized skateboard  
 1002 on any public way or sidewalk within the Town. Anyone found operating in violation of this  
 1003 section commits a traffic infraction covered by penalty in Section ~~10.20.010~~10.5.1.

1004 **Chapter 10.5 TRAFFIC PENALTIES**

1008 **10.5.1 General Penalty for Traffic Infractions.**

1009 Violations of this title are considered traffic infractions as defined by state statute and must  
1010 (except for parking violations) be punished by a fine of not less than twenty-five dollars (\$25.00)  
1011 nor more than two hundred fifty dollars (\$250.00). Fines for all parking violations are determined  
1012 as otherwise provided in this title. All fines collected hereunder accrue to the benefit of the  
1013 Town.



**KITTERY TOWN CODE  
TITLE 10 AND TITLE 12  
ENACTMENT**

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 the Town, its officers, and various of its officials,  
4 are obligated to perform the duties imposed by Maine's Title 30-A, MRS, §3009.1, wherein  
5 municipal officers have the exclusive authority to enact all traffic ordinances in the municipality  
6 subject to the certain provisions.

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

12 **WHEREAS**, pursuant to Title 30-A, MRS, §3009, municipal officers have the exclusive authority  
13 to enact all traffic ordinances in a municipality subject to certain provisions; and

14 **WHEREAS**, the Commissioner of Public Works and the Police Chief advise that recent changes  
15 to parking and traffic controls to certain areas of Kittery, warrant revision to Town Code Title 10,  
16 to reflect Police enforcement authority to a necessary degree; and

17 **WHEREAS**, the Commissioner and Chief also advise that the town cease using property  
18 owner's names and local landmarks to define the geographical bounds of regulations in Title 10;  
19 and

20 **WHEREAS**, the Council intends for Title 10 to be the source for all parking regulations, inclusive  
21 of parking regulations for Seapoint and Crescent Beach, which are currently in Title 12; and

22 **WHEREAS**, the Council intends to revise the penalties for civil violations of Title 10 to amounts  
23 that reflect the severity of the violations.

24 **NOW THEREFORE**, IN ACCORDANCE WITH TITLE 30-A MRS §3001 and §3009, AND  
25 TOWN CHARTER §2.14, THE TOWN OF KITTERY HEREBY ORDAINS REVISION TO TITLE  
26 10 AND TITLE 12 OF THE TOWN CODE, AS PROPOSED.

27 **Approved as to form:** \_\_\_\_\_ {NAME}, Town Attorney

28 **INTRODUCED** and read in a public session of the Town Council on the \_\_\_\_ day of \_\_\_\_\_,

29 20\_\_\_\_, by: \_\_\_\_\_ {NAME} Motion to approve by Councilor

30 \_\_\_\_\_ {NAME}, as seconded by Councilor \_\_\_\_\_ {NAME} and

31 passed by a vote of \_\_\_\_\_.

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

34 **Attest:** {NAME}, \_\_\_\_\_ Town Clerk

**15.1 ESTABLISHMENT**

The proper operation of democratic government requires that Town Councilors and their appointees be fair, impartial and responsive to the needs of the people and each other in the performance of their respective functions and duties; that decisions and policy be made in proper channels of the Town's governmental structure; that public office not be used for personal gain; and that Town Employees, Town Councilors and Town appointees maintain a standard of conduct that will inspire public confidence in the integrity of the Town's government. In recognition of these goals, this Code of Ethics is hereby established for all Town Employees, Town Councilors, and members of all Town Boards, Commissions, Authorities, and Committees now existing or hereafter created.

**15.2 DEFINITIONS**

Board means all statutory and non-statutory boards, commissions, authorities, and committees now existing or hereafter created under the Town Charter or by virtue of any ordinance, order or resolve adopted by the Town Council.

Board Member means any person appointed by or under the authority of the Town Council to membership or associate membership on a Town Board, excluding the School Committee.

Business means any corporation, partnership, individual, sole proprietorship, joint venture, or any other legally recognized entity organized for the purposes of making a profit.

Conflict of Interest means a situation in which any municipal officials by reason of personal interest, are placed in a situation of temptation to serve their own personal interest to the prejudice of the interests of those for whom the law authorized and required them to act.

Council means the Town Council of the Town of Kittery. An individual member of the Town Council is known as Councilor.

Financial Interest means a direct or indirect interest having monetary or pecuniary value, including, but not limited to, the ownership of shares of stock. Any Employee, Councilor, or Board Member or any member of that person's immediate family who holds a financial interest in a disclosed blind trust is not deemed to have a conflict of interest with regard to matters pertaining to assets held by the trust.

Harm means any disadvantage or injury, pecuniary or otherwise, including disadvantage or injury to any other person or entity in whose welfare the public servant, party official or voter is interested.

Immediate Family means a spouse, and the following when living in the household of an Employee, Councilor, or Board Member: children, parents, brothers and sisters.

Municipal official for the purpose of Title 15 means any elected or appointed member of Kittery's Town government including Town Council, members of boards, commissions, authorities, committees, and Town employees.

Special Interest means a direct or indirect interest having value peculiar to a certain person or group, whether economic or otherwise, which value may inure to such person or group as a result of the passage or denial of any order, ordinance or resolution or the approval or disapproval thereof, by the Council or Board and which interest is not shared by the general public.

Town Councilor means a member of the Kittery Town Council.

43 Town Employee/Employee means any person working for, on a permanent or temporary  
 44 basis, and drawing an hourly wage or salary from the Town of Kittery. This term does not  
 45 include outside consultants or professional personnel providing services to the Town as  
 46 independent contractors under a written professional services contract or other similar  
 47 engagement.

### 48 **15.3 STANDARDS of CONDUCT**

49 This Code establishes ethical standards of conduct for all Town Employees, Town Councilors,  
 50 and Board Members and by setting forth those acts or actions deemed to be in conflict or  
 51 incompatible, or to create the appearance of conflict or incompatibility, with the best interests of  
 52 the Town Kittery.

#### 53 **15.3.1. Statutory Standards.**

54 There are certain provisions of the general statutes of the State of Maine and the Kittery Town  
 55 Charter which should, while not set forth herein, be considered an integral part of this Code.  
 56 Accordingly, the provisions of the following sections of the general statutes of the State of  
 57 Maine, as may be superseded or amended, are hereby incorporated by reference and made a  
 58 part of this Code of Ethics, and apply to all Employees, Town Councilors, and Board Members  
 59 whenever applicable as if more fully set forth therein, to wit:

60 17-A MRS § 456 Tampering with Public Records or Information  
 61 17-A MRS § 602 Bribery in Official and Political Matters  
 62 17-A MRS § 603 Improper Influence  
 63 17-A MRS § 604 Improper Compensation for Past Action  
 64 17-A MRS § 605 Improper Gifts to Public Servants  
 65 17-A MRS § 606 Improper Compensation for Services  
 66 17-A MRS § 607 Purchase of Public Office  
 67 17-A MRS § 608 Official Oppression  
 68 17-A MRS § 609 Misuse of Information  
 69 17-A MRS § 903 Misuse of Entrusted Property  
 70 21-A MRS § 504 Persons Ineligible to Serve  
 71 30-A MRS § 2605 Conflicts of Interest  
 72 30-A MRS § 2606 Prohibited Appointments  
 73 30-A MRS § 2607 Neglect of Official Duty  
 74 30-A MRS § 5122 Interest of Public officials, Trustees or Employees

#### 75 **15.3.2. Contracts, Purchases, and Employment.**

##### 76 **15.3.2.1. Prohibition - Purchasing.**

77 Town Employees, Town Councilors, or Board Members may not participate directly in  
 78 deliberation, approval or disapproval, or recommendation, in the purchase of goods and  
 79 services for the Town, and the award of any contracts with the Town, except as permitted under  
 80 the Town's Purchasing Regulations and under the laws of the State of Maine, where to their  
 81 knowledge there is a financial interest, or special interest other than that possessed by the  
 82 public generally, in such purchase or award, held by:

- 83 a. such persons or a member of their immediate family;  
 84 b. a business in which such persons or a member of their immediate family serves as an officer,  
 85 director, trustee, partner or employee in a supervisory or management position; or

86 c. any other person or business with whom such persons or a member of their immediate family  
87 are in business, or are negotiating or have an arrangement concerning future employment.

88 **15.3.2.2. Council – Boards Prohibition – Hiring.**

89 Councilors or Board Members may not participate by way of deliberation, approval or  
90 disapproval, or recommendation, in the decision to hire, promote, discipline, lay off or to take  
91 any other personnel action in respect to any applicant for Town employment or Town employee,  
92 where said applicant or employee is:

93 a. a member of the Councilor's or Board Member's immediate family; or

94 b. a person with whom either the Councilor or Board Member, or a member or their immediate  
95 family, is in business.

96 **15.3.2.3. Employee Prohibition – Hiring.**

97 Except as authorized under the Town's published Personnel Rules and Regulations, no  
98 Employee may participate by way of deliberation, approval or disapproval, or recommendation,  
99 in the decision to hire, promote, discipline, lay off or to take any other personnel action in  
100 respect to any applicant for employment, where said applicant or employee is:

101 a. a member of the Employee's immediate family; or

102 b. a person with whom either the Employee or a member of their immediate family is in  
103 business.

104 **15.3.3. Disclosure of Confidential Information.**

105 **15.3.3.1. Prohibition.**

106 Employees, Councilors, or Board Members may not, without proper legal authorization, disclose  
107 confidential information; nor may they use such information to advance their financial or private  
108 interest or the financial or private interest of others.

109 For purposes of this subsection, the term, "confidential information" means any information, oral  
110 or written, which comes to the attention of, or is available to, such Employee, Councilor, or  
111 Board Member only because of their position with the Town, and is not a matter of public record.

112 **15.3.3.2. Executive Session Information.**

113 Information received and discussed during an executive session of the Town Council or any  
114 Town Board called pursuant to 1 MRS § 405 must not be disclosed to any third party unless  
115 permitted by affirmative vote of such body.

116 **15.3.4. Gifts and Favors Prohibition.**

117 Employees, Councilors, or Board Members may not accept any gift, favor or thing of value,  
118 whether in the form of service, loan, item, or promise, from any person or business which to  
119 their knowledge is interested directly or indirectly in any manner whatsoever in business  
120 dealings with the Town; nor may any Employee, Councilor, or Board Member:

121 (1) accept any gift, favor or thing with a value greater than twenty-five dollars (\$25.00); or

122 (2) grant in the discharge of their official duties any improper favor, service or thing of value.

123 Nothing herein prohibits the acceptance of gifts or favors by Employees, Councilors, or Board  
124 Members from members of their immediate families, such that are not intended to influence that  
125 person in the discharge of their official duties.

126 Employees, Councilors, or Board Members may not use or permit the use of any Town-owned  
127 property, including but not limited to, motor vehicles, equipment, and buildings, for any private

128 purposes. Nothing herein prohibits the use of Town buildings and equipment at rates and/or on  
129 terms as may be established.

130 **15.3.5. Representing Third Party Interest before Town Agencies.**

131 **15.3.5.1. Employees.**

132 Employees may not appear on behalf of any third-party interest before any Town agency, or  
133 represent a third-party interest in any action, proceeding, or litigation in which the Town or one  
134 of its agencies is a party. Nothing herein prohibits any Employee from appearing as a witness  
135 when duly called by a party for the purpose of giving non-privileged testimony before any Town  
136 agency or in any such action, proceeding or litigation. Nothing herein prohibits any Employees,  
137 on behalf of their personal interest, from appearing before any Town agency. "Personal interest"  
138 includes, for this purpose, any interest of the Town Employee concerned as a resident,  
139 landowner, or taxpayer affected by the matter under consideration.

140 **15.3.5.2. Councilors.**

141 Councilors may not either appear on behalf of any third-party interest before any Town agency,  
142 or represent a third-party interest in any action, proceeding, or litigation in which the Town or  
143 one of its agencies is a party. Nothing herein prohibits a Councilor, on behalf of a constituent in  
144 the course of their duties as a representative of the electorate, or any Councilor, on behalf of  
145 their personal interest, from appearing before a Town agency.

146 **15.3.5.3. Board Members.**

147 Board Members may not appear on behalf of any third party interest before a Town agency of  
148 which they are a current member. Nothing herein prohibits a Board Member, on behalf of their  
149 personal interest, from appearing before any Town agency including that of which they are a  
150 current member, but such Board Member or Commission Member may not deliberate or vote on  
151 the item concerned.

152 **15.3.6. Conflicts/Bias/Influence.**

153 **15.3.6.1. Conflict of Interest.**

154 Councilors or Board Members may not, in such capacity, participate in the deliberation or vote,  
155 or otherwise take part in the decision-making process, on any agenda item before their  
156 collective body in which they or a member of their immediate family has a financial or special  
157 interest, other than an interest held by the public generally.

158 **15.3.6.2. Bias.**

159 Councilors and Board Members must abstain from the discussion and the vote on any item  
160 before that Board, if the member is so biased against the applicant or the item that they could  
161 not make an impartial decision, thereby depriving the applicant of the due process right to a fair  
162 and objective hearing.

163 **15.3.6.3. Improper Influence or Official Oppression.**

164 No Councilor or Board member may:

165 A. Threaten any harm to a public servant, municipal official, or voter, with the purpose of  
166 influencing their action, decision, opinion, recommendation, nomination, vote or other exercise  
167 of discretion;

168 B. Privately address to any public servant who has or will have an official discretion in a judicial  
169 or administrative proceeding any representation, argument or other communication with the

170 intention of influencing that discretion on the basis of considerations other than those authorized  
171 by law; or

172 C. Fail to report to a law enforcement officer conduct perceived to influence action, decision,  
173 opinion, recommendation, nomination, vote, or other exercise of discretion.

174 D. Act with the intention to benefit themselves or another or to harm another, and knowingly  
175 commit an unauthorized act which purports to be an act of office

176 E. Knowingly refrain from performing a duty imposed by law or clearly inherent in the nature of  
177 their office with the intention to benefit themselves or another, or to harm another.

178 **15.3.6.4. Disclosure, Recusal or Abstention.**

179 Councilors or Board Members who believe that they or a member of their immediate family has  
180 a financial or special interest, other than an interest held by the public generally, in any agenda  
181 item before their collective body, must disclose the nature and extent of such interest and the  
182 Town Clerk or designee shall make a record of such disclosure.

183 Such disclosure must be made no later than the date of the first meeting of the Council or Board  
184 thereof, at which the agenda item concerned is to be taken up for consideration,  
185 recommendation, discussion or vote and at which the Councilor or Board Member is present.

186 To avoid the appearance of a violation of this section, once any Councilor or Board Member is  
187 determined to have a conflict of interest in respect to any agenda item, and once all conflict of  
188 interest questions relating to the agenda item concerned have been determined as provided  
189 herein, the Councilor or Board member must immediately remove themselves from their regular  
190 seat as a member of the body.

191 They may not return to their regular seat as a member of the body until deliberation and action  
192 on the item is completed.

193 **15.3.6.5. Challenge of a Councilor or Board Member.**

194 Appellants, petitioners, members of the public, or Board members present, are allowed to  
195 challenge a Councilor or Board member as to a perceived or alleged conflict of interest or bias.

196 All conflict of interest and bias challenges relating to a particular agenda item must be raised  
197 and resolved prior to any consideration of the item concerned. Each Councilor or Board  
198 Member present is entitled to vote on all conflict of interest questions except those questions  
199 pertaining to that individual Councilor or Board Member's alleged conflict of interest or bias.

200 A majority vote of the Board members, except the member being challenged, decides whether  
201 such alleged conflict or bias is such that it:

202 (a) may reasonably be seen to interfere with the challenged member's ability to hear and act on  
203 the item impartially and may conceivably impinge upon the appellant/petitioner's right of due  
204 process; or

205 (b) whether it would reasonably be seen to give the appearance to the public of an  
206 inappropriate communication, conflict, or bias, so as to undermine the public confidence in  
207 the fairness of the meeting.

208 All votes of conflict of interest and bias challenges must be recorded.

209 Upon determination that a conflict of interest or bias in fact exists, the Councilor or Board  
210 Member concerned must be excused from participating in discussion, deliberation or vote on the  
211 relevant agenda item.

212 **15.3.6.6. Rule of Necessity.**

213 If so many members are disqualified due to a conflict of interest, bias, or other legal reason that  
214 the Board will not be able to meet its quorum requirement, and there is no other body legally  
215 authorized to act, those members may be able to participate under a legal theory called “the rule  
216 of necessity”. The Council or Board should consult with the Town Attorney before applying the  
217 “rule of necessity” in order to determine whether some other alternative is possible, such as the  
218 creation of a special Board to hear that particular case.

219 **15.4 COMPLAINTS PROCESS**

220 **15.4.1. Submission of Complaints**

221 Any Councilor, Board member, or member of the public believing a municipal official has failed  
222 to observe this Code, must report such complaint directly to the Town Manager in writing.

223 The Town Manager will address complaints against Employees in accordance with state and  
224 federal employment laws, Town Code Title 2, Town Policy, and any applicable Collective  
225 Bargaining Agreements.

226 **15.4.2. Review of Complaints Against Councilors or Board Members**

227 The Town Manager will review any complaint made against a Councilor or Board Member to  
228 determine if it is based in fact and if it is relevant to this Code, and take the following action:

- 229 (a) If the complaint is found not to be based in fact no further action will be taken;  
230 (b) If the complaint is found to be based in fact and related to this Code, the Town Manager  
231 shall report the complaint to the Council; or  
232 (c) If the complaint is found to be based in fact and not related to this Code, the Town Manager  
233 will refer the complaint to the proper authorities and report such action to the Council.

234 The Council will determine, by majority vote, whether or not to conduct a hearing on any  
235 complaint reported by Town Manager.

236 **15.5 VIOLATION and PENALTIES**

237 **15.5.1. Determination of Violation.**

238 The Council shall determine if a Councilor or Board member has violated this Code only after  
239 notice is given to accused Councilor or Board member and conducting a hearing.

240 The Council will conduct their hearing with the Councilor or Board Member in executive session,  
241 unless the Councilor or Board member requests the hearing to occur in public.

242 **15.5.2. Penalties.**

243 Violations of this Code constitute cause for penalty. Councilors found in violation of this Code  
244 may be censured or deemed to forfeit their office in accordance with the Charter (2.12(2)).  
245 Board members found in violation of this Code may be censured or removed from office.

246 Penalties will be determined by a majority vote of the Council upon concluding a violation has  
247 occurred.

**KITTERY TOWN CODE  
TITLE 15 - CODE OF ETHICS  
ENACTMENT**

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 imposed by Maine Revised Statutes Title 30-A,  
4 Municipalities and Counties, §2605, Conflicts of interest.

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**, in their discretion, the municipal officers may adopt an ethics policy governing the  
11 conduct of elected and appointed municipal officials; and

12 **WHEREAS**, the basic rationale for regulation of ethics among Kittery's municipal officials is to  
13 foster and preserve public trust in the fundamental integrity of local government; and

14 **WHEREAS**, the proper operation of democratic government requires that municipal officials be  
15 fair, impartial and responsive to the needs of the people and each other in the performance of  
16 their respective functions and duties; decisions and policy be made in proper channels of the  
17 Town's governmental structure; public office not be used for personal gain; and municipal  
18 officials maintain a standard of conduct that will inspire public confidence in the integrity of the  
19 Town's government; and

20 **WHEREAS**, the Town Council desires to establish ethics regulations for Kittery's municipal  
21 officials and establish a process to address complaints against municipal officials;

22 **NOW THEREFORE**, IN ACCORDANCE WITH TITLE 30-A MRS §3001, AND TOWN  
23 CHARTER §2.14, THE TOWN OF KITTERY HEREBY ORDAINS TITLE 15, CODE OF ETHICS,  
24 OF THE TOWN CODE, AS PRESENTED.

25

26 **Approved as to form:** \_\_\_\_\_ {NAME}, Town Attorney

27 **INTRODUCED** and read in a public session of the Town Council on the \_\_\_\_ day of \_\_\_\_\_,

28 20\_\_\_\_, by: \_\_\_\_\_ {NAME} Motion to approve by Councilor

29 \_\_\_\_\_ {NAME}, as seconded by Councilor \_\_\_\_\_ {NAME} and  
30 passed by a vote of \_\_\_\_\_.

31 **THIS ORDINANCE IS DULY AND PROPERLY ORDAINED** by the Town Council of Kittery,  
32 Maine on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, {NAME}, \_\_\_\_\_, Chairperson

33 **Attest:** {NAME}, \_\_\_\_\_ Town Clerk



# INSTRUMENT OF FINAL DISTRIBUTION BY PERSONAL REPRESENTATIVE

Know All Men By These Presents,

That DUNCAN A. McEACHERN of 10 Walker Avenue, Kittery, Maine, duly appointed and acting Personal Representative of the Estate of CARRIE B. VARNEY, deceased, which estate is being administered in the Probate Court for the County of York, Maine under Docket No. 2017-0113, hereby grants and distributes to the KITTERY RECREATIONAL CENTER with an address of Kittery Town Hall, 120 Rogers Road, Kittery, Maine 03904, **in final distribution**, being a devisee entitled to distribution under Article IV.Z. of the Last Will and Testament of Carrie B. Varney, to be used exclusively for the support of Kittery primary grade recreation activities, the following:

**\*\*Fifty Thousand and 00/100 Dollars (\$50,000.00)\*\***

As Personal Representative, I have authority to make distributions according to the laws of the State of Maine. I have determined that the grantee is entitled to distribution of the property described herein.

No order of court is required to authorize this distribution.

Dated this 6th day of October, 2017.

ESTATE OF CARRIE B. VARNEY

By



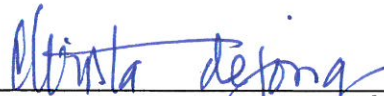
\_\_\_\_\_  
Duncan A. McEachern, Esq.  
Personal Representative of the  
Estate of Carrie B. Varney

State of Maine  
York, ss.

October 6, 2017

Personally appeared the above-named DUNCAN A. McEACHERN, Personal Representative of the Estate of Carrie B. Varney, deceased, and affirmed that the statements made in the foregoing instrument of distribution are true and that his signature thereon is genuine and was executed as his free act and deed as the Personal Representative of the Estate of Carrie B. Varney,

Before me,



\_\_\_\_\_  
Christa DeJong, Notary Public  
My commission expires 2/14/22

ESTATE OF CARRIE B. VARNEY  
DUNCAN A MCEACHERN PERSONAL REP  
P.O. BOX 360  
KITTERY, ME 03904

October 6, 2017

186  
51-7218/2211  
406

pay to the  
order of

Kittery Recreational Center

date

\$ 50,000.00

Fifty Thousand and 00/100

dollars

**People's United  
Bank**

peoples.com

SOCIALLY RESPONSIBLE BANKING

for Distribution IV.Z.



MP

Harland Clarke

ECOGREEN

KCA Account

## Maryann Place

---

**From:** Shannon Roberts <roberts.msaknmk@gmail.com>  
**Sent:** Tuesday, October 17, 2017 8:02 PM  
**To:** Maryann Place  
**Subject:** Re: Dump Toll Request

Maryann,

The 2018 Project Graduation Committee is seeking permission to hold a dump toll collection on November 25, 2017 from 9 AM to 5 PM, with proceeds to be used for activities for the Class of 2018 Project Graduation. We are also seeking permission to put up a large handmade sign notifying people of the upcoming fundraiser to be posted on McKenzie Lane from 11/18-11/25. The dump toll has been one of the most successful fundraisers held by Project Graduation and we look forward planning this years.

Thank you for your time,  
2018 Project Graduation Committee



# TOWN OF KITTERY, MAINE

TOWN CLERK'S OFFICE

200 Rogers Road, Kittery, ME 03904

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

RECEIVED

SEPT 14 2017  
2:05 PM

PLEASE CHECK APPROPRIATE BOX:

APPLICATION FOR RE-APPOINTMENT TO TOWN BOARDS

APPLICATION FOR APPOINTMENT FROM ALTERNATE TO FULL MEMBER

APPLICATION FOR APPOINTMENT FROM FULL MEMBER TO ALTERNATE

NAME: JEFFERY BRODIE

RESIDENCE: 282 COTTIS RD

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

E-MAIL ADDRESS: JEFFBRODIE at comcast - net

TELEPHONE NUMBERS: (HOME) 207-252-3687 (WORK) 207-252-3687

PRESENT POSITION: CHAIRMAN

PLEASE CHECK APPROPRIATE BOX:

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

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

Please read the back of this application before signing.

Jeffery Brodie  
SIGNATURE OF APPLICANT

9-9-17  
DATE

# Kiwanis

www.kiwanis.org

October 4, 2017

Town of Kittery  
Attn: Maryann Place – Town Clerk  
200 Rogers Road  
Kittery, ME 03904

Dear Council Members,

The **Kiwanis Club of The Seacoast** is requesting permission from the Town to sponsor the annual Kittery Holiday Parade on Saturday – December 2, 2017 and to have the following Kiwanis Club member appointed as the Town's Official Parade Committee:

**Glen Philbrook**

**41 Love Lane**

**Kittery**

The parade will start at Post Office Square at 3:00pm, follow the traditional parade route through the downtown area, and conclude at the **John Paul Jones Park** with the tree lighting ceremony.

Should the case of inclement weather, we would like to have a rain date of Sunday – December 3, 2017 at 3:00 pm as the backup plan.

The **Kiwanis Club of the Seacoast** has sponsored the parade since 1994 and is looking forward to another successful community event again this year.

If you should have any questions concerning the parade, please contact Glen Philbrook at cell 603-799-8453 or Dan Witham (contact information below)

Respectfully,



Daniel R Witham  
Secretary

Kiwanis Club of the Seacoast  
603-559-2614 w or 603-969-4694 c

**Kiwanis Club of the Seacoast PO Box 285, Kittery, ME 03904**  
Frank Dennett – President      Glen Philbrook – Immediate Past President  
Dan Witham – Secretary      Kim Marsh - Treasurer