



# TOWN OF KITTERY

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

## WORKSHOP 6:00 pm

The Town Council will meet with the Town Manager and consultants Mitchell Rasor and Tom Errico to discuss the Foreside Study.

December 11, 2017

Council Chambers

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

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

**Planning Board – one position effective immediately until 11/30/19  
one position effective immediately until 11/30/20**

- Ronald Ledgett - will interview on the 12/11/17
- Russell White – interviewed 11/27/17
- Gregory Ulrich – interviewed 11/27/17
- Marion Pawlek – interviewed 11/27/17
- Drew Fitch – interviewed 11/27/17
- Todd Rollins – interviewed 11/27/17
- Vern Gardner – interviewed 11/27/17
- Owen Barter – interviewed 11/27/17
- Suzanne Dwyer Jones – interviewed 11/27/17

**Board of Appeals – one position effective immediately until 11/1/20  
one re-appointment until 12/1/20**

- Louis Leontakianakos
- Judy Spiller
- Vern Gardner
- Charles Denault, III (re-appointment)

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

(120117-1) The Kittery Town Council moves to receive an update from the York River Study Committee.

10. PUBLIC HEARINGS

a. (120117-2) The Kittery Town Council moves to hold a public hearing and hereby ordains amendments to Title 2 Administration and Personnel – Planning.

b. (120117-3) The Kittery Town Council moves to hold a public hearing and hereby ordains amendments to Title 2 Administration and Personnel – Recreation Dept.

c. (120117-4) The Kittery Town Council moves to hold a public hearing on an application from Loyal Order Moose #444, 76 US Route 1 Bypass, Kittery, ME for a Special Activity Amusement Permit for Loyal Order Moose #444, 76 US Route 1 Bypass.

d. (120117-5) The Kittery Town Council moves to hold a public hearing on an application from Bedrock Restaurant Enterprises, Inc., 10 Shapleigh Road, Kittery, ME for a Victualer's License for Blue Mermaid, 10 Shapleigh Road.

e. (120117-6) The Kittery Town Council moves to hold a public hearing on an application from Bedrock Restaurant Enterprises, Inc., 10 Shapleigh Road, Kittery, ME for a Special Activity Amusement Permit for Blue Mermaid, 10 Shapleigh Road.

11. DISCUSSION

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

12. UNFINISHED BUSINESS

13. NEW BUSINESS

a. Donations/gifts received for Council disposition.

b. (120117-7) The Kittery Town Council moves to approve the disbursement warrants.

c. (120117-8) The Kittery Town Council moves to approve an application from Bedrock Restaurant Enterprises, Inc., 10 Shapleigh Road, Kittery, Maine for a Malt, Vinous and Spirituous Liquor License for Blue Mermaid, 10 Shapleigh Road.

d. (120117-9) The Kittery Town Council moves to approve an application from Loyal Order Moose #444, 76 US Route 1 Bypass, Kittery, Maine for a Malt, Vinous and Spirituous Liquor License for Loyal Order Moose #444, 76 US Route 1 Bypass.

e. (120117-10) The Kittery Town Council moves to approve amending the Personnel Positions – Classification Policy to include the proposed job descriptions as presented for the Planning Department.

f. (120117-11) The Kittery Town Council moves to approve amending the Personnel Positions – Classification Policy to include the proposed job description as presented for the Recreation Department.



g. (120117-12) The Kittery Town Council moves to approve an application from Central Maine Power to install 1 utility pole on Route 103, Tenney Hill Road, beginning at a point approximately 68' Northerly of Short Farm Road and extending in a Northwesterly direction for a distance of 30'.

h. (120117-13) The Kittery Town Council moves to assign two Council representatives to work with the Town Manager on Seasonal Traffic Management.

i. (120117-14) The Kittery Town Council moves to approve and sign a three-year labor contract from July 1, 2017 thru June 30, 2020, for the Police Supervisors unit.

j. (120117-15) The Kittery Town Council moves to appoint a representative to meet with the Chair of the Port Authority to interview Niles Pinkham for appointment to that board effective 1/1/18 until 1/1/23.

14. COUNCILOR ISSUES OR COMMENTS

15. COMMITTEE AND OTHER REPORTS

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

16. EXECUTIVE SESSION

(120117-16) The Kittery Town Council moves to go in to Executive Session with the Town Manager in accordance with 1 M.R.S. §405 (6) (D) to discuss contract labor negotiations.

17. ADJOURNMENT

Posted: December 7, 2017



# 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 December 11, 2017

1. **USS New Mexico Welcome Reception**– We had a successful welcome reception for the Command and Crew of the USS New Mexico. I wish to thank all of the businesses who contributed food and raffle prizes for the event. Each gave generously of their time and resources to the effort. A list of the contributing businesses is attached.

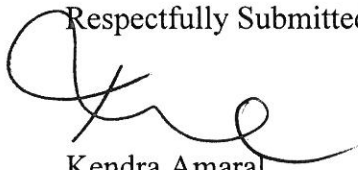
Thank you to the KCC staff for their assistance in hosting the event. I also want to recognize and thank Suzanne Esposito, Secretary to the Town Manager, for making this event such a success. She managed all of the logistics with the contributors, the KCC, and the USS New Mexico.

2. **Geese on Fields** – Councilor Thomson requested information about how we can address geese on the playing fields in town. In the fall of this year, Asst. Principal Mike Roberge raised the issue of geese guano on our playing fields. We worked with the schools to identify a solution and implement it in conjunction with the School Department. We treated Shapleigh fields, Memorial and Mitchell fields with a product that is designed to discourage geese from landing and eating the grass. The product has been used successfully in other Maine towns. To be truly effective we will need to apply the treatment twice a year, for at least two years. We plan to budget for the treatments in the FY19 spending plan.
3. **Love Lane “No Dogs” Sign** – Councilor Lemont requested information on the “No Dogs” sign at Love Lane. We researched the ordinances and records, and cannot find a source for the signage. Current Town Ordinance does not prohibit dogs from this area. We believe the sign was likely installed many years ago in response to complaints about dog waste in that small grassy area.
4. **Pavement Management Plan** – As part of our Capital Improvement Plan development we are reviewing our pavement management plan for the next five years. In general, the plan identifies over \$2.5M in road improvements for the next five years. We are refining the plan in the coming weeks and will provide it to the Council for discussion in January.
5. **Walker/Wentworth Improvements** – Public Works Commissioner David Rich and I met with Maine DOT, project engineers Ty-Lin, and KACTS representative Tom Reinauer regarding the Walker/Wentworth improvement project. The preferred option for the town, which includes sidewalks on both sides of Wentworth coming out of Wallingford Square, adds approximately \$800K to the overall project cost. The baseline project without the additional sidewalk is also projected to exceed the original budget.

We believe we can get the additional financial support from MaineDOT and KACTS for the 90% match for our preferred option; however, it means we will need to push out the construction to 2020. Considering the recommendations of the Foreside Study, the recent non-binding referendum vote for the Library to stay in the Foreside, and the projected timeline for the potential Joint Land Use study with the Navy, we believe the delay in construction is advantageous and will ensure we get the project we want for the long-term.

6. **Estimated Sales Tax Revenue** – In our meeting in March with the Kittery legislative delegation, we discussed the sales tax revenue generated by Kittery businesses. With the assistance of Representative Rykerson, we were able to get the actual revenue figure. Kittery businesses contributed \$861,950 in sales tax revenue for the State of Maine in 2016. Revenue sharing from the state for FY17 was \$393,604 and for FY18 is \$397,652.
7. **Yankee Settlement Conservation Easement Proposal** – In discussions with the property representative, Yankee Settlement has agreed to withdraw their Conservation Easement proposal. We wish to recognize their intent and consideration for preserving open space in the northern section of Kittery.
8. **Energy Committee** – Councilor Denault requested an update on the Kittery Energy Advisory Committee. We have reestablished the committee and will be having a kick-off meeting on December 13<sup>th</sup>, 6PM at Town Hall. This is a Manager’s appointed committee. A few of the new members have already hit the ground running with research on the wind turbine at the RRC.
9. **Library Facility Next Steps** – Finance Director Patricia Moore and I will be meeting with the Library Board of Directors on December 19<sup>th</sup> to discuss next steps on the Library facility effort, and to discuss the potential of the Library becoming a town department. The results of this discussion will be reported to the Council at your next meeting.

Respectfully Submitted,



Kendra Amaral  
Town Manager

## USS New Mexico Welcome Reception Contributors

### Handouts/Giveaways:

- **The Kittery Outlets:** 150 Coupon Book Certificates & Outlet Maps
  - Mari O'Neil & Lynn Smith
- **Beach Pea Baking Co.:** 150 Gift Certificates - Free Loaf of Bread
  - Karen & Team
- **York Chamber of Commerce:** 100 Kittery Maps, York Maps, Area Brochures, Region Streets and Road Maps.
- **Town of Kittery & Kittery Community Center:** Pins for the Officers & Crew. Also, Plaque to be given. Everyone for their help with the venue.

### Raffle Prizes:

- **Lil's Cafe/Bob's Clam Hut:** 2, \$10.00 Gift Certificate to Lil's.
  - Michael Landgarten, Deb McCluskey & Teamhandfood
- **When Pigs Fly Pizzeria:** \$25.00 Gift Certificate
- **Take Flight Aerial Adventure Course:** 2 Child & 2 Student Gift Certificates
  - Amanda Kasbohm and Sarah Moore
- **Tributary Brewing Company:** \$25.00 Gift Certificate & Growler
  - Gaylen & Team
- **Yummies Candy & Nuts:** 2, \$20.00 Gift Cards
- **Carl's Meat Market:** \$50.00 gift card
  - Jim & Everyone at Carl's

### Food:

- **AJ's Wood Grill & The View at Pepperell Cove:** Crostini (150 pieces)/another TBD item/crostini (150 pieces)
  - Donna Ryan & Eiges Ares (Just refer by business names)
- **Anneke Jans:** Salmon/Lox appetizer (200 pieces)
  - Jason & Team
- **Rudders Public House:** Sriracha wings (250 pieces)
  - Jackie & Team
- **Anju/The Wallingford Dram:** Chicken meatball lettuce wrap (250 pieces)
  - Julian & Team
- **Black Birch:** Deviled Eggs (200 pieces)
  - Ben & Team
- **Weathervane Seafood Restaurant:** Clam Chowder (for 200)
  - Jeremy Gagner & Team
- **Lil's Cafe:** Mini Crullers (100)
  - Michael Landgarten, Deb McCluskey & Team



# TOWN OF KITTERY, MAINE

TOWN CLERK'S OFFICE

200 Rogers Road, Kittery, ME 03904

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

NOV 06 2017  
9:05 AM

Unable to attend. Return from out of State 11/28/17

(M)

## APPLICATION FOR APPOINTMENT TO TOWN BOARDS

NAME: Ronald Ledgett  
RESIDENCE: 45 Crockett Neck Rd, Kittery Point, ME  
MAILING (if different) \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_ PHONE #: (Home) 439-2492 (Work) \_\_\_\_\_

**Please check your choices:**

- |  |   |
|--|---|
| <input type="checkbox"/> Board of Appeals                          | <input type="checkbox"/> Board of Assessment Review       |
| <input type="checkbox"/> Conservation Commission                   | <input type="checkbox"/> Mary Safford Wildes Trust        |
| <input type="checkbox"/> Comprehensive Plan Update Committee       | <input type="checkbox"/> Shellfish Conservation Committee |
| <input type="checkbox"/> 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 checked="" type="checkbox"/> Planning Board        |
| <input type="checkbox"/> Personnel Board                           | <input type="checkbox"/> Other _____                      |

EDUCATION/TRAINING: STANFORD UNIV - Masters  
RELATED EXPERIENCE (Including other Boards and Commissions) \_\_\_\_\_

Kittery Planning Board & Personnel Board  
Special Board - BRAC - Potential losing PUSY

PRESENT EMPLOYMENT: Retired  
ARE YOU A REGISTERED VOTER OF THE TOWN OF KITTERY  Yes  No

ANY KNOWN CONFLICT OF INTEREST: None

REASON FOR APPLICATION TO THIS BOARD: Contribute to Kittery Community  
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.

RA Ledgett  
SIGNATURE OF APPLICANT

Nov 3, 2017  
DATE

## Bio for Ronald Ledgett (Ron)

Executive Vice President, NSTAR Electric and Gas – retired 2000

- Senior Operating Officer for electric generation (nuclear and fossil), high voltage transmission, and distribution throughout Boston Edison, Cambridge Electric and Commonwealth Electric service territories.
- Special Focus – deregulation and sale of nuclear and fossil generation, business and corporate renewal, merger and acquisition, and organizational development. Reduced cost of fossil generation by 50% resulting in sale of fossil assets at three times book value. Obtained the regulatory, financial and employee commitments producing the first sale of a commercial nuclear power plant in the USA.
- Pioneered with UMS Group and leading international utilities adoption of best practices for leadership, organizational development, asset management and operations.

United States Senior Executive Service, Naval Reactors, Washington DC and Portsmouth Naval Shipyard – retired 1986

- Nuclear ship construction and repair, shipyard operations improvement.
- Nuclear operations safety oversight and regulation.

Civic participation Kittery, Maine

- Planning Board
- Personnel Board

Stanford University – Electrical Engineering, MSEE

US Navy Reactor Engineering Post Graduate School, Bettis Atomic Power Laboratory – Nuclear Engineering



# TOWN OF KITTERY, MAINE

TOWN CLERK'S OFFICE

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

RECEIVED

SEP 18 2017

BY: 10:40 AM

## APPLICATION FOR APPOINTMENT TO TOWN BOARDS

NAME: Russell White

RESIDENCE: 59 CEDARHILL ROAD

MAILING (if different) P.O. Box 49

E-MAIL ADDRESS: rwhite@gmail.com PHONE #: (Home) 207 439 4534 (Work) 207 363 3833

**Please check your choice:**

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

EDUCATION/TRAINING: UNDERGRAD - PRINCETON 1973 B.S. ANTHROPOLOGY  
GRAD - U. MAINE SCHOOL OF LAW J.D. 1989

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

PLANNING BOARD, PORT AUTHORITY, COMPREHENSIVE PLAN UPDATE COMM.

TOWN COUNCIL \_\_\_\_\_

PRESENT EMPLOYMENT: SELF EMPLOYED ATTORNEY

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

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

REASON FOR APPLICATION TO THIS BOARD: WOULD LIKE TO CONTINUE SERVICE TO THE TOWN & VERY INTERESTED IN FUTURE DEVELOPMENT OF THE TOWN

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

Please read the back of this application before signing.

[Signature]  
SIGNATURE OF APPLICANT

9/19/2017  
DATE





# TOWN OF KITTERY, MAINE RECEIVED

TOWN CLERK'S OFFICE

200 Rogers Road, Kittery, ME 03904

Telephone: (207) 475-1328 Fax: (207) 439-6800 BY: 1:55 pm

NOV - 1 2017

## APPLICATION FOR APPOINTMENT TO TOWN BOARDS

NAME: Gregory Ulrich

RESIDENCE: 8 Barters Creek Rd, Kittery Point, ME 03905

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

E-MAIL ADDRESS: greg.ulrich@gmail.com PHONE #: (Home) 439-2015 (Work) \_\_\_\_\_

**Please check your choices:**

- |  |   |
|--|---|
| <input type="checkbox"/> Board of Appeals                          | <input type="checkbox"/> Board of Assessment Review       |
| <input type="checkbox"/> Conservation Commission                   | <input type="checkbox"/> Mary Safford Wildes Trust        |
| <input type="checkbox"/> Comprehensive Plan Update Committee       | <input type="checkbox"/> Shellfish Conservation Committee |
| <input type="checkbox"/> 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 checked="" type="checkbox"/> Planning Board        |
| <input type="checkbox"/> Personnel Board                           | <input type="checkbox"/> Other _____                      |

EDUCATION/TRAINING: Masters in Liberal Studies, Georgetown Univ. Washington, D.C. 2004.

RELATED EXPERIENCE (Including other Boards and Commissions) Planned and Organized the Candidates Forum for Giles County, VA

I built a home and farm in rural Virginia. In Kittery I contracted a renovation and a new building. On all three projects I worked closely and successfully with Code Enforcement Officials

Having worked in one of the most heavily regulated industries in the world, I have experienced the complexity of regulations and their value to a community.

PRESENT EMPLOYMENT: Retired: US Air Force, USAirways Airline, Netjets Aviation Inc

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

ANY KNOWN CONFLICT OF INTEREST: None

REASON FOR APPLICATION TO THIS BOARD: My personal commitment to work for a better community.

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

1 Nov 2017  
\_\_\_\_\_  
DATE



# TOWN OF KITTERY, MAINE

TOWN CLERK'S OFFICE

200 Rogers Road, Kittery, ME 03904

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

REC NOX 06 2017 BY: 9:40 Am

## APPLICATION FOR APPOINTMENT TO TOWN BOARDS

NAME: Marion Pawlek

RESIDENCE: 6 Elizabeth Lane, Kittery Point Me. 03905

MAILING (if different)

E-MAIL ADDRESS: mjpawlek@gmail.com PHONE #: (Home) 207-703-0877 (Work) 603-491-6273

### **Please check your choices:**

- |  |   |
|--|---|
| <input type="checkbox"/> Board of Appeals                          | <input type="checkbox"/> Board of Assessment Review       |
| <input type="checkbox"/> Conservation Commission                   | <input type="checkbox"/> Mary Safford Wildes Trust        |
| <input type="checkbox"/> Comprehensive Plan Update Committee       | <input type="checkbox"/> Shellfish Conservation Committee |
| <input type="checkbox"/> 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 checked="" type="checkbox"/> Planning Board        |
| <input type="checkbox"/> Personnel Board                           | <input type="checkbox"/> Other _____                      |

EDUCATION/TRAINING: B.A. Colby College, MBA, Plymouth State University

RELATED EXPERIENCE (Including other Boards and Commissions) Many positions in business management

primarily in the health care in the health care field. Have served on many non-profit Board, an was elected to the New Hampshire House

of Representatives in 2000.

PRESENT EMPLOYMENT: Reired

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

ANY KNOWN CONFLICT OF INTEREST: no

REASON FOR APPLICATION TO THIS BOARD: Interest in serving the town of Kittery

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.**

Marion Pawlek

Digitally signed by Marion Pawlek  
DN: cn=Marion Pawlek, o=, email=mjpawlek@gmail.com, c=US  
Date: 2017.11.06 18:12:53 -0500

SIGNATURE OF APPLICANT

11-05-17

DATE

NOV - 6 2017

BY: 12:53 pm



# TOWN OF KITTERY, MAINE

TOWN CLERK'S OFFICE

200 Rogers Road, Kittery, ME 03904

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

## APPLICATION FOR APPOINTMENT TO TOWN BOARDS

NAME: Drew Fitch  
RESIDENCE: 9 Langton St  
MAILING (if different) \_\_\_\_\_

E-MAIL ADDRESS: Drew@atlanticdev.net PHONE #: (Home) 756-9136 (Work) 4167-8230

**Please check your choices:**

- |  |   |
|--|---|
| <input type="checkbox"/> Board of Appeals                          | <input type="checkbox"/> Board of Assessment Review       |
| <input type="checkbox"/> Conservation Commission                   | <input type="checkbox"/> Mary Safford Wildes Trust        |
| <input type="checkbox"/> Comprehensive Plan Update Committee       | <input type="checkbox"/> Shellfish Conservation Committee |
| <input type="checkbox"/> 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 checked="" type="checkbox"/> Planning Board        |
| <input type="checkbox"/> Personnel Board                           | <input type="checkbox"/> Other _____                      |

EDUCATION/TRAINING: College Grad  
RELATED EXPERIENCE (Including other Boards and Commissions) \_\_\_\_\_

35 years in real estate, from appraisal to  
financing to development

PRESENT EMPLOYMENT: Atlantic Development LLC - owner  
ARE YOU A REGISTERED VOTER OF THE TOWN OF KITTERY  Yes  No

ANY KNOWN CONFLICT OF INTEREST: No

REASON FOR APPLICATION TO THIS BOARD: My experience can be helpful to  
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. the town

Please read the back of this application before signing.

[Signature]  
SIGNATURE OF APPLICANT

11/6/17  
DATE



RECEIVED

NOV - 6 2017

# TOWN OF KITTERY, MAINE

1:19 pm

## TOWN CLERK'S OFFICE

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

### APPLICATION FOR APPOINTMENT TO TOWN BOARDS

NAME: Todd Rollins  
RESIDENCE: 47 Tilton Ave. Kittery ME 03904  
MAILING (if different) \_\_\_\_\_

E-MAIL ADDRESS: trollins@gmail.com PHONE #: (Home) 207-475-8801 (Work) \_\_\_\_\_

**Please check your choices:**

- |  |   |
|--|---|
| <input type="checkbox"/> Board of Appeals                          | <input type="checkbox"/> Board of Assessment Review       |
| <input type="checkbox"/> Conservation Commission                   | <input type="checkbox"/> Mary Safford Wildes Trust        |
| <input type="checkbox"/> Comprehensive Plan Update Committee       | <input type="checkbox"/> Shellfish Conservation Committee |
| <input type="checkbox"/> 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 checked="" type="checkbox"/> Planning Board        |
| <input type="checkbox"/> Personnel Board                           | <input type="checkbox"/> Other _____                      |

EDUCATION/TRAINING: Bachelors in Science (Biology)

RELATED EXPERIENCE (Including other Boards and Commissions) None yet. I do run projects for banks that require organization and prioritization of work for many different stakeholders.

PRESENT EMPLOYMENT: Bank of NY Mellon

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

ANY KNOWN CONFLICT OF INTEREST: None

REASON FOR APPLICATION TO THIS BOARD: I love this town and want to see logical changes (unlike Portsmouth)  
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.

Todd Rollins  
SIGNATURE OF APPLICANT

11/6/17  
DATE

*I watched the online meeting about the Foveseide planning. This got me interested in the direction Kittery is taking.*



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

**RECEIVED**  
 NOV 07 2017  
 BY: 9:30 AM

**APPLICATION FOR APPOINTMENT TO TOWN BOARDS**

NAME: VERA GARDNER  
 RESIDENCE: 2 TUCKER COVE, KITTERY POINT, MAINE  
 MAILING (if different) P.O. Box 214, PORTSMOUTH, N.H. 03802  
 VERACARBURE CONSULTANT  
 E-MAIL ADDRESS: \_\_\_\_\_ PHONE #: (Home) 439-4359 (Work) 439-9699

**Please check your choices:**

- |  |   |
|--|---|
| <input type="checkbox"/> Board of Appeals                          | <input type="checkbox"/> Board of Assessment Review       |
| <input type="checkbox"/> Conservation Commission                   | <input type="checkbox"/> Mary Safford Wildes Trust        |
| <input type="checkbox"/> Comprehensive Plan Update Committee       | <input type="checkbox"/> Shellfish Conservation Committee |
| <input type="checkbox"/> 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 checked="" type="checkbox"/> Planning Board        |
| <input type="checkbox"/> Personnel Board                           | <input type="checkbox"/> Other _____                      |

EDUCATION/TRAINING: B.A. NASSON COLLEGE (1970), ECONOMICS MAIT  
 RELATED EXPERIENCE (Including other Boards and Commissions) \_\_\_\_\_

KITTERY - ECONOMIC DEVELOP. COMM, CABLE BID, BDA  
COMPREHENSIVE PLAN UPDATE

PRESENT EMPLOYMENT: REAL ESTATE APPRAISER (47 yrs)  
 ARE YOU A REGISTERED VOTER OF THE TOWN OF KITTERY  YES  NO

ANY KNOWN CONFLICT OF INTEREST: No

REASON FOR APPLICATION TO THIS BOARD: WISH TO SERVE KITTERY  
 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.

Vera Gardner  
 SIGNATURE OF APPLICANT

11/06/17  
 DATE

RECEIVED  
NOV 08 2017

BY: 9:55 Am



# TOWN OF KITTELY, MAINE

## TOWN CLERK'S OFFICE

200 Rogers Road, Kittery, ME 03904

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

### APPLICATION FOR APPOINTMENT TO TOWN BOARDS

NAME: Owen Barter  
RESIDENCE: 20 McCasgal Street Kittery ME, 03904  
MAILING (if different) \_\_\_\_\_

E-MAIL ADDRESS: Owne@prnh.com PHONE #: (Home) 207-337-3846 (Work) 207-337-3846

**Please check your choices:**

- |  |   |
|--|---|
| <input type="checkbox"/> Board of Appeals                          | <input type="checkbox"/> Board of Assessment Review       |
| <input type="checkbox"/> Conservation Commission                   | <input type="checkbox"/> Mary Safford Wildes Trust        |
| <input type="checkbox"/> Comprehensive Plan Update Committee       | <input type="checkbox"/> Shellfish Conservation Committee |
| <input type="checkbox"/> 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 checked="" type="checkbox"/> Planning Board        |
| <input type="checkbox"/> Personnel Board                           | <input type="checkbox"/> Other _____                      |

EDUCATION/TRAINING: Lesley University / Real Estate Licensing with American Real Estate Academy  
RELATED EXPERIENCE (Including other Boards and Commissions) Sea Coast Board of Realtors, Licensed real estate agent in Maine, New Hampshire and Massachusetts.

PRESENT EMPLOYMENT: Red Post Realty  
ARE YOU A REGISTERED VOTER OF THE TOWN OF KITTELY  Yes  No

ANY KNOWN CONFLICT OF INTEREST: NO

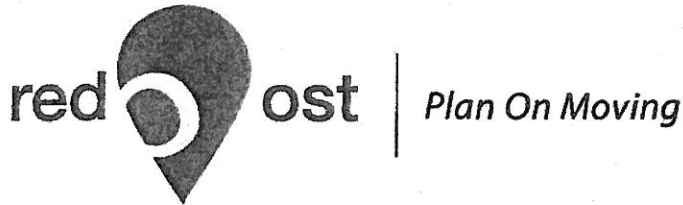
REASON FOR APPLICATION TO THIS BOARD: Want to be more involved with town/Community  
I HAVE  / HAVE NOT  ATTENDED AT LEAST TWO MEETINGS OF THE BOARD FOR WHICH APPLICATION IS BEING MADE. I AGREE TO ATTEND ALL MEETINGS, EXCEPT FOR SICKNESS OR EMERGENCY, AND WILL ADVISE THE CHAIRPERSON WHEN I AM UNABLE TO ATTEND, IF APPOINTED.

Please read the back of this application before signing.

[Signature]  
SIGNATURE OF APPLICANT

11/7/17  
DATE





**Todd Hudson**

767 Islington St., Suite 2A  
Portsmouth, NH, 03801  
(603) 205-9257  
todd@rprnh.com

November 7, 2017

To Whom It May Concern,

I am writing to wholeheartedly recommend Owen Barter as an addition to the Planning Department of Kittery. Owen has worked under my supervision at Red Post Realty for over a year and has demonstrated the utmost amount of professionalism while continuing to exceed all expectations that are required of him.

His prompt work ethic and organizational skills has made him a pleasure to work with for both clients and colleagues, while his strong communication skills has allowed him to foster and maintain positive relationships with many.

Owen is efficient and effective in his professional role while also taking the time to engage his peers with a genuine interest in how they are doing. His pleasant demeanor stands out, and is one of his greatest attributes.

I can confidently say that Owen would make an excellent addition to the Planning Department of Kittery. Please reach out to me with any questions you may have.

Sincerely,  
Todd Hudson





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

RECEIVED  
 NOV 13 2017  
 BY: [Signature] 5:10P

**APPLICATION FOR APPOINTMENT TO TOWN BOARDS**

NAME: Suzanne Dwyer Jones  
 RESIDENCE: 6 CUTS Road #41, Kittery, ME 03904  
 MAILING (if different) \_\_\_\_\_  
 E-MAIL ADDRESS: suzanne859@aol.com PHONE #: (Home) 207-475-6138 (Work) 207-363-290

**Please check your choice:**

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> 2 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 checked="" type="checkbox"/> 4 Education Scholarship Committee | <input type="checkbox"/> Economic Development Committee   |
| <input type="checkbox"/> Parks Commission                             | <input type="checkbox"/> Open Space Committee             |
| <input checked="" type="checkbox"/> 3 Port Authority                  | <input checked="" type="checkbox"/> 1 Planning Board      |
| <input type="checkbox"/> Personnel Board                              | <input type="checkbox"/> Other _____                      |

EDUCATION/TRAINING: J.D. Degree MASS School of Law 199

RELATED EXPERIENCE (Including other Boards and Commissions) \_\_\_\_\_  
I have twenty years of legal experience both in criminal law and civil law

PRESENT EMPLOYMENT: \_\_\_\_\_

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

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

REASON FOR APPLICATION TO THIS BOARD: Interested in this process and give back to the comm

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.

*I have in other towns, you know, Maine*  
 Please read the back of this application before signing.

[Signature]  
 SIGNATURE OF APPLICANT

11/13/2017  
 DATE



# TOWN OF KITTERY, MAINE

TOWN CLERK'S OFFICE

200 Rogers Road, Kittery, ME 03904

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

RECEIVED  
OCT 17 2017  
BY: KAZ 4:30 PM

## 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.**

LEONTAKIANAKOS, LOUIS, PAUL, 1250448259 Digitally signed by LEONTAKIANAKOS, LOUIS, PAUL, 1250448259 Date: 2017.10.17 15:43:03 -0400

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

10.17.2017

\_\_\_\_\_  
DATE



RECEIVED

NOV 20 2017

TOWN OF KITTERY, MAINE BY: 1:54 pm
TOWN CLERK'S OFFICE
200 Rogers Road, Kittery, ME 03904
Telephone: (207) 475-1328 Fax: (207) 439-6806

APPLICATION FOR APPOINTMENT TO TOWN BOARDS

NAME: Judy Spiller
RESIDENCE: 3 Rosellen Drive, Kittery Point
MAILING (if different)

E-MAIL ADDRESS: Judyspiller43@gmail.com PHONE #: (Home) 207.439.0637 (Work)

Please check your choices:

- Board of Appeals
Conservation Commission
Comprehensive Plan Update Committee
Recycling Scholarship Selection Committee
Parks Commission
Port Authority
Personnel Board
Board of Assessment Review
Mary Safford Wildes Trust
Shellfish Conservation Committee
Economic Development Committee
Open Space Committee
Planning Board
Other

EDUCATION/TRAINING: Ph.D., Earth & Space Sciences

RELATED EXPERIENCE (Including other Boards and Commissions) Taught environmental risk

assessment, Tufts; Kittery Town Council; Comp. Plan Update Comm.; Kittery Open Space Comm.

PRESENT EMPLOYMENT: Retired

ARE YOU A REGISTERED VOTER OF THE TOWN OF KITTERY [X] Yes [ ] No

ANY KNOWN CONFLICT OF INTEREST: None

REASON FOR APPLICATION TO THIS BOARD: Desire to serve town

I HAVE [X] / 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.

Judy Spiller
SIGNATURE OF APPLICANT

11/20/17
DATE



# TOWN OF KITTERY, MAINE

## TOWN CLERK'S OFFICE

200 Rogers Road, Kittery, ME 03904

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

RECEIVED  
JUN 15 2016  
BY: 3:34 PM

### APPLICATION FOR APPOINTMENT TO TOWN BOARDS

NAME: VERN GARDNER

Requested to keep application in the pool

RESIDENCE: 2 TUCKER COVE

12/14/16 3:00 PM

MAILING (if different) PO. Box 214, PORTSMOUTH, N.H. 03802

(MP)

E-MAIL ADDRESS: VERN.GARDNER@COMCAST.NET PHONE #: (Home) 439-4359 (Work) 439-9699

#### Please check your choice:

Requested to keep application in the pool

- Board of Appeals
- Conservation Commission
- Comprehensive Plan Update Committee
- Education Scholarship Committee
- Parks Commission
- Port Authority
- Personnel Board
- Board of Assessment Review
- Mary Safford Wildes Trust
- Shellfish Conservation Committee
- Economic Development Committee
- Open Space Committee
- Planning Board
- Other \_\_\_\_\_

2/23/17 12:26 PM

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

Requested to stay in the pool 11/30/17 8:45 AM (MP)

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

PORTSMOUTH, N.H.  
MAYOR'S ADVISOR BOARD - 22 YR. - PORTSMOUTH ECONOMIC FINANCE BOARD  
KITTERY, ME  
ECONOMIC DEVELOPMENT, CABLE BOARD, BOARD OF APPEALS, COMPREHENSIVE PLAN

PRESENT EMPLOYMENT: SELF

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

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

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

NOV 27 2017  
10:40 AM

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: Charles Denault III

RESIDENCE: 55 Fernald Rd, Kittery, ME 03904

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

E-MAIL ADDRESS: charles@charlesdenault.com

TELEPHONE NUMBERS: (HOME) 207-475-2098 (WORK) \_\_\_\_\_

PRESENT POSITION: Current member of Board of Appeals

PLEASE CHECK APPROPRIATE BOX:

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

  
SIGNATURE OF APPLICANT

11/27/17  
DATE



## York River Study Committee

### Town-appointed Members:

- Karen Arsenaault, York
- Stefan Claesson, Eliot
- Jean Demetracopoulos, South Berwick
- Cindy Donnell, York
- Thom Kearns, York
- Joan LeBlanc, York
- Mike Masi, York
- Jack Murphy, Eliot
- Chuck Ott, York (Committee Chair)
- Judy Spiller, Kittery
- Beth Walter, York

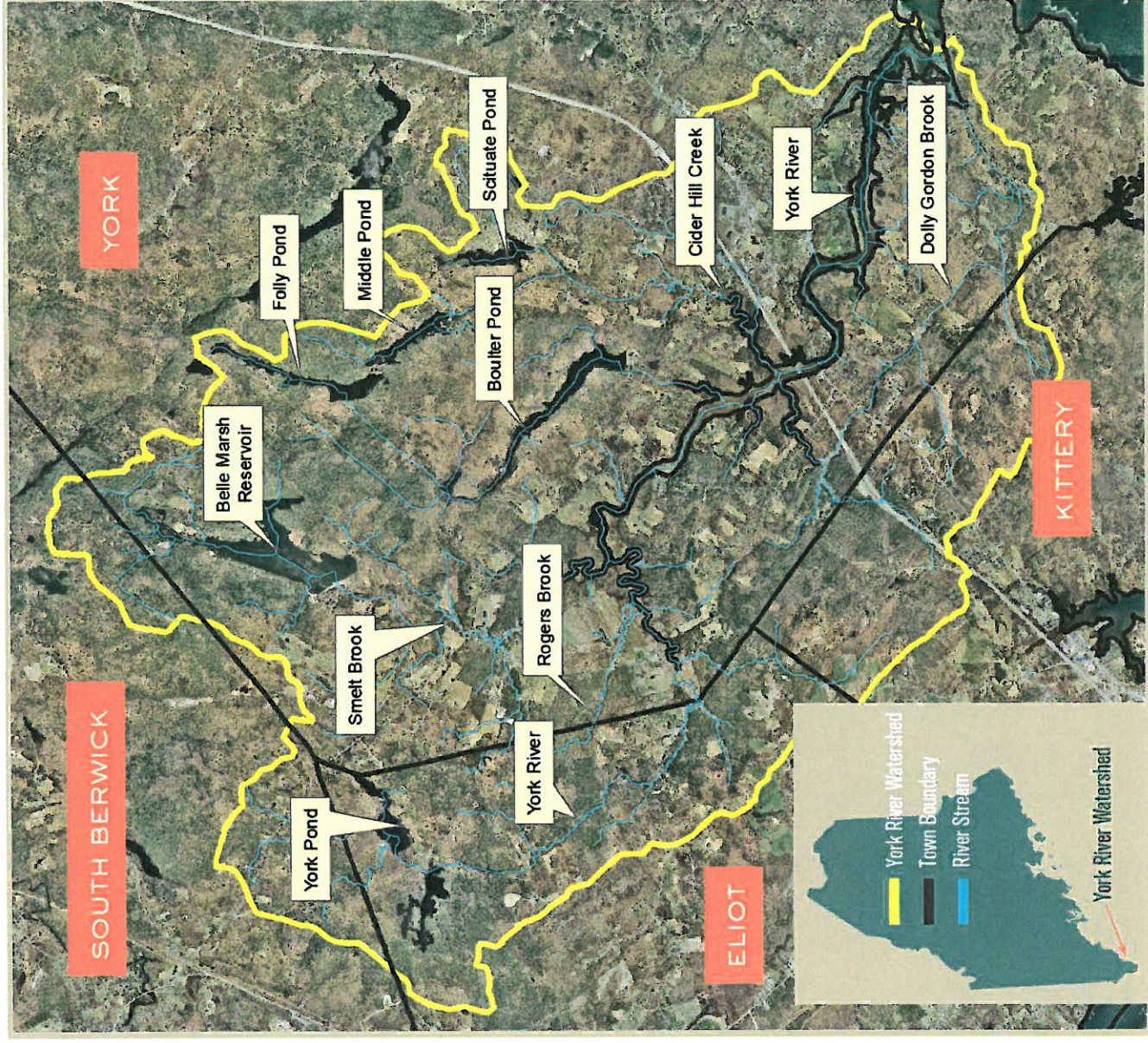
### Agency Members:

- Paul Dest, Wells National Estuarine Research Reserve (Vice Chair and Treasurer)
- Jamie Fosburgh, National Park Service
- Jim MacCartney, National Park Service
- Claire Enterline, Maine Coastal Program
- David Gardner, Maine Dept. of Transportation
- Judy Gates, Maine Dept. of Transportation

### York River Study Coordinator:

Jennifer Hunter  
jh.yorkriver@gmail.com, 207-641-9122

[www.YorkRiverMaine.org](http://www.YorkRiverMaine.org)





## Frequently Asked Questions – York River Wild and Scenic Study

York River Study Committee, March 2017

[www.yorkrivermaine.org](http://www.yorkrivermaine.org)

### **What is the York River Wild and Scenic Study?**

The York River Wild and Scenic Study, which Congress authorized in December 2014, directs the National Park Service (NPS) and a local committee comprised of town-appointed members from the watershed communities to consider whether the York River is eligible and suitable for inclusion in the National Wild and Scenic River System. One of the study products will be a locally developed watershed management plan to guide river conservation that communities can voluntarily implement. The study is funded by NPS.

### **What is the National Wild and Scenic River System?**

Under the Wild and Scenic Rivers Act, enacted by Congress in 1968, a river that possesses **outstandingly remarkable** scenic, recreational, geological, fish and wildlife, historic, cultural, or other similar values can be designated into the National Wild and Scenic River System to preserve the river and its special values for the benefit and enjoyment of present and future generations. As of December 2014 (the last designation), there are 208 Wild and Scenic Rivers in the National System, totaling 12,709 miles in 40 US states and Puerto Rico. A subset called Partnership Wild and Scenic Rivers are designated rivers that flow through privately owned lands, not federally owned lands. Working in partnership with the National Park Service, communities protect their own outstanding river and river-related resources.

### **What will the Management Plan include?**

The Management Plan, prepared by local stakeholders collaborating with regional experts and drawing from extensive community input, will include the entire York River watershed. It will document watershed resources (natural, cultural, historic, recreational and scenic), water quality, and economic values; and will identify voluntary locally-determined actions and strategies to protect or enhance resources that are valued by the watershed communities. The watershed management plan will characterize threats and potential impacts to resources and include recommendations to preserve resources for present and future generations.

### **What happens when the Study and Management Plan are complete?**

Each watershed community will consider whether and how to adopt the voluntary, locally-developed watershed management plan. Each watershed community will consider and vote on whether to petition Congress that the York River be designated as a Partnership Wild and Scenic River. The National Park Service, with assistance from the Study Committee, will prepare and submit to Congress a Study Report that presents findings about the qualities making the York River eligible (or ineligible) for designation and the level of community support for designation as a Partnership Wild and Scenic River under the Wild and Scenic Rivers Act. Congress may then enact legislation designating the York River into the National System. Regardless of the river designation decision by communities or Congress, the management plan has value as a coordinated plan of action to protect important watershed resources.

### **What are the benefits of Wild and Scenic River designation?**

- Provides capacity and structure to work at a watershed scale
- Gives national recognition
- Helps protect locally important watershed resources
- Highlights the river's role in establishing a strong sense of place for the region
- Provides access to National Park Service funding and expertise to implement a locally-developed watershed management plan
- Documents the unique values of the river, including its history
- Assures local voice in managing resources

### **What are some nearby examples of designated Wild and Scenic Rivers?**

Lamprey River (NH), Sudbury, Assabet and Concord rivers (MA), Upper Missisquoi and Trout rivers (VT). For a complete list, visit [www.rivers.gov](http://www.rivers.gov)



### **What is a Partnership Wild and Scenic River?**

Partnership Wild and Scenic Rivers predominantly flow through private, municipal, or state lands, with little or no federal land ownership. Partnership Wild and Scenic Rivers are administered by the Secretary of the Interior through the National Park Service (NPS) in partnership with local governments, councils, and non-governmental organizations. Communities protect their Partnership Wild and Scenic Rivers and related resources through a collaborative approach, often supported by cooperative agreements with the NPS.

### **What are the features of a Partnership Wild and Scenic River?**

- River and land use management continues to be governed by existing local and state laws and regulations, the same as prior to designation
- An advisory management plan, which is locally developed through a participatory process and approved by watershed communities, guides river conservation actions
- No federal land ownership or land management is associated with the designation
- Administration is through a local advisory committee consisting of members from the watershed communities, local partner organizations, and state and federal agencies
- Nationally-designated river status, anchored by National Park Service (NPS) funding, leverages additional federal, state, local, and private funding to implement the local management plan
- NPS reviews federally-assisted water resource projects to protect the river's outstanding resources

### **What doesn't a Partnership Wild and Scenic River designation do?**

- Does not put land under federal control
- Does not require public access to private land
- Does not force any changes in local land-use decision-making
- Does not create new federal permits or regulations
- Does not change any existing land uses
- Does not bar access to or use of the river or watershed lands
- Does not affect hunting and fishing laws

### **How would designation affect my property if I own land on the river or in the watershed?**

Local land use and property ownership is unaffected; existing state and local regulations that affect land use and development remain in effect. Regular community processes for adopting, implementing, and enforcing land use ordinances are followed, regardless of river designation and watershed management plan adoption.

### **What financial or other obligations are required by supporting river designation?**

The first step in supporting river designation is development and community adoption of a watershed management plan, which includes voluntary recommendations intended to protect or enhance resources and water quality. No financial commitment is required from communities to support river designation or to adopt a management plan. If a river is designated, each town supporting designation would appoint members to serve on a local advisory committee (similar in structure to the current Study Committee) that would coordinate future management plan implementation projects and raise awareness of river issues to help protect river values.

### **How does the York River Study, or potential river designation, affect dredging of the York Harbor?**

The York River Study Committee endorses maintenance dredging of the York Harbor in support of the federal navigation project that dates back to 1886. This dredging is necessary to support and enhance community-valued commercial and recreational uses of the river. The Study Committee intends that potential designation of the York River into the Wild and Scenic River system would in no way preclude or interfere with maintenance dredging for the existing York Harbor federal navigation project.

### **How do I find out more information?**

More information is available on the York River Study Committee's website: [www.yorkrivermaine.org](http://www.yorkrivermaine.org). Anyone interested in learning more or providing input is invited to attend monthly Study Committee meetings. Questions and comments can be emailed to the Study Coordinator at [JH.YorkRiver@gmail.com](mailto:JH.YorkRiver@gmail.com).



# The York River Study and the National Park Service Partnership Wild and Scenic Rivers Program



In 2009, the locally-based Friends of the York River approached residents, town leaders, businesses and conservation organizations on an *exploratory effort* to determine if designation as a National Park Service (NPS) Partnership Wild and Scenic River [see back page] could be an effective way to recognize and protect the York River. In December 2014, Congress authorized a study of the York River to determine if its cultural, historic, ecological and recreational resources meet the criteria for designation and if there is local citizen support for river protection and management. The NPS is providing an estimated \$180,000 for the three-year study, to be led by a *local study committee*, which includes citizen volunteers from the four York River watershed communities. The overarching goal of the study committee is to build long-term community support for protection of the York River watershed.

## YORK RIVER WATERSHED RESOURCES

The watershed is the area of land from which water flows to form a river system. Some of the many outstanding values of the York River watershed, which includes areas of York, Kittery, Eliot, and South Berwick, are its:

- Rich and well-preserved history
- Extensive and varied recreational opportunities
- High water quality for drinking water supplies and for fishing and swimming
- Thriving tourism and local fishing industry
- Extensive conservation lands within the watershed
- Diverse habitats that support important aquatic and watershed species, including rare plants and animals



## YORK RIVER STUDY GOALS

The York River Study provides the structure, expertise, and funding to work together at a watershed scale. The study involves developing a watershed management plan and evaluating the suitability of a Partnership Wild and Scenic River designation for the York River. The process is voluntary and locally determined. The study committee is seeking community input to identify significant cultural, historic, recreational, economic and natural resources of the York River watershed. A management plan for the York River watershed will identify



and document important resources, threats to those resources, and strategies for long-term protection or enhancement of the resources. The study committee is aiming for all four communities to adopt the watershed management plan. As part of the study, the committee also will evaluate if the NPS Partnership Wild and Scenic River designation would be an effective measure for long-term river stewardship. If the York River is eligible *and if there is community support* for designation, a request to become a

Partnership Wild and Scenic River would go back to Congress for authorization.



## NATIONAL PARK SERVICE PARTNERSHIP WILD AND SCENIC RIVERS PROGRAM

The 1968 Wild and Scenic Rivers Act preserves rivers in their free-flowing condition and protects their immediate environments that possess outstanding scenic, recreational, geologic, ecological, historic, and cultural value. The *Partnership* Wild and Scenic Rivers Program is a subset of the National Wild and Scenic Rivers System. It helps *communities preserve their own river-related resources* by creating long-term partnerships between the National Park Service (NPS) and local, regional, and state stakeholders to manage, promote, and protect the river's remarkable values for present and future generations.

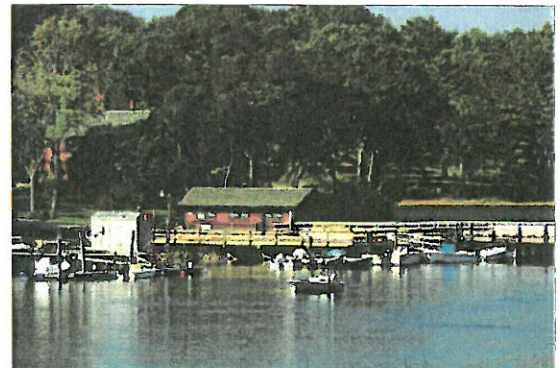
The *Partnership* Wild and Scenic River Program is for rivers that meet the National Wild and Scenic River System criteria and are characterized by historical alterations, extensive private land ownership along the river, and well-established traditions of local governance. This model has a proven track record of effectively creating river protection strategies that bring communities together in protecting, enhancing and managing their local river resources.



With the exception of the Allagash River in Maine, all of the other NPS Wild and Scenic Rivers in New England are designated through the Partnership model. Their common management principles include:

- River and land use management that is regulated through existing local and state authorities, the same as before a designation.
- An advisory management plan, which is locally developed through a participatory process and approved by watershed communities, guides river conservation actions.
- Responsibility for managing and protecting river resources that is shared between the local, state, federal and non-governmental partners on the local advisory committee.
- Reliance on volunteerism as a key to success.
- No NPS ownership or management of land associated with the designation; no NPS Superintendent, law enforcement, or similar elements of traditional federally managed units of the National Park System.
- Nationally-designated river protection, anchored by federal funding, leverages substantial additional state, local, and private funding.

A river designated as a Partnership Wild and Scenic River is required to remain free-flowing (i.e., there can be no new dams or flow obstructions) but *no new federal regulations or limits on local land use are associated with designation*. Local control still governs land use, subject to existing town and state statutes. The NPS does review *federally-assisted* water resource projects that would modify the waterway to protect the river and its locally-determined outstanding resources from adverse effects.



The Partnership Wild and Scenic Rivers Program is notable for safeguarding the special character of these rivers, while also recognizing the potential for their appropriate commercial and recreational uses. It encourages river management that crosses political boundaries and promotes public participation in developing goals for river protection and implementing actions for effective river stewardship.



## York River Study Committee

### Draft Management Plan Objectives and Actions Developed from Watershed Resource Topic Meetings

October 2017

The York River Study Committee continues to gather and review information to characterize and assess watershed resources and develop actions or recommendations for a watershed management plan that provides a vision and plan for long-term protection of watershed resources. The committee has convened meetings to discuss watershed topics of interest, and in some cases, has developed draft management objectives and actions related to those topics. Topics fall under three major categories: natural resources; economic resources and community character; and cultural and historic resources. Topics for which management objectives and actions are still being developed are noted under each resource heading.

Feedback on the draft objectives and actions developed to date is welcomed. Comments can be sent to York River Study Coordinator Jennifer Hunter ([jh.yorkriver@gmail.com](mailto:jh.yorkriver@gmail.com) or 207-641-9122). Participation at future resource topic meetings or management plan development meetings and workshops is encouraged. Meetings are posted on the York River Study website calendar: [www.yorkrivermaine.org](http://www.yorkrivermaine.org).

## Natural Resources

This section eventually will include the following topics, in addition to the three topics underlined below:

- fish and fish habitat
- endangered and threatened species / species of greatest conservation need
- other key habitats and natural communities
- drinking water supplies
- conservation lands and unfragmented habitat blocks
- habitat connectivity and resiliency

### SALT MARSH HABITAT

**Protect existing high quality salt marsh habitats, and enhance or restore salt marsh habitats to improve ecological functions.**

[actions to be developed in support of this objective could include improving tidal flows with culvert replacements; invasive species monitoring and control; stormwater management recommendations; improved buffer management]

**Evaluate climate change impacts on salt marsh habitat.**

[actions to be developed in support of this objective could include evaluating impacts from sea level rise and storm surge, warmer temperatures, intense storms/flows, and increasing macroalgae]

**Protect marsh migration corridors to support future salt marsh areas.**

[actions to be developed in support of this objective could include additional mapping and analysis; re-sizing culverts; identifying land conservation priorities; applying tidal shoreline regulations to future tidal wetlands areas]

## WATER QUALITY

### **Meet Maine DMR Shellfish Program water quality standards for York River shellfish growing areas.**

#### **Develop and implement long-term monitoring programs to assess water quality.**

- Evaluate nutrient levels and nutrient-related impacts to water quality and aquatic habitats in the York River watershed.
- Develop and implement plans to address changes to water quality or known problem areas.

#### **Prevent and reduce nonpoint source pollution inputs to watershed streams and rivers.**

[actions to be developed in support of this objective could address sediments, nutrients, toxins, etc. and could cover landowner behavior/stewardship actions, regulatory changes (e.g., site plan and development regulations, septic system siting, etc.), stormwater management practices, minimizing impervious surfaces, etc.]

#### **Protect and maintain natural vegetated buffers around all water resources.**

[actions to be developed in support of this objective could include ordinance recommendations for vegetated buffers and setbacks, landowner education, restoration of degraded shorelines, etc.]

## INFRASTRUCTURE AND AQUATIC ORGANISM PASSAGE

### **Improve conditions for aquatic organism passage and tidal flow at road-stream crossings and other man-made structures.**

- Using road-stream crossing data on the Maine Stream Habitat Viewer with habitat data, towns' and MDOT's workplans, and towns' needs, identify road-stream crossings that are potential barriers or barriers to flow and aquatic organism passage and prioritize for replacement.
- In coordination with the watershed towns and MDOT, integrate tidal flow considerations into road-stream crossing designs.
- Integrate climate change predictions into infrastructure designs including sea level rise scenarios and increased freshwater flow from stronger precipitation events.
- Identify locations of privately-owned passage barriers and explore options for restoring fish passage and natural stream or tidal flow, where possible.

## **Economic Resources and Community Character**

This section eventually will include the following topics, in addition to the two topics underlined below:

- scenic resources/open spaces
- other recreation
- working farms and forests

## WORKING HARBOR

### **Promote and sustain activities that support commercial fishing operations and an active working waterfront.**

[actions to be developed in support of this objective could include maintenance dredging; encourage permanent commercial and public access (commercial docks, moorings, launch sites) and associated infrastructure; evaluating sea level rise/climate change impacts to working waterfront, etc.]

## TIDAL WATER RECREATION

### **Evaluate the extent of recreational boat use and impacts to coastal resources.**

[actions to be developed in support of this objective could include evaluations of extent and location of users; access points/parking; impacts to mudflats, marsh grass, wildlife; impacts of docks (including new or expansion of existing) on natural resources, etc.]

### **Encourage sustainable recreational uses and foster user stewardship of natural resources.**

[actions to be developed, in coordination with the Town of York and Harbor Board, could include instituting additional boater education opportunities related to safety, access points, and to minimize resource impacts; developing ramp/dockside education programs on responsible boating practices; reviewing or changing boat speed/no wake zones; exploring sustainable options for paddle craft launch sites and facilities, etc.]

## **Cultural and Historic Resources**

### **Increase awareness and appreciation of watershed history.**

- Educate public that historic preservation is culturally and financially beneficial and worthwhile.
- Improve understanding and coordination of activities under the National Historic Preservation Act and Maine's preservation laws.
- Integrate/append management goals to town comprehensive plans.

### **Recognize cultural resources and historic places.**

- Identify and document watershed archaeological, architectural, and historic resources.
- Increase ability to respond to emergencies affecting cultural resources.
- Improve towns' abilities to identify and protect historic resources through local regulatory processes.

### **Share information on historic resources.**

- Develop an easily accessible public interface for research, and for the graphic representation of the watershed's historic resources.
- Collaborate with educators in developing lesson plans and school programs that incorporate preservation and archaeology; provide technical assistance and outreach materials.
- Facilitate research and exchange of historic preservation information.

### **Promote stewardship of historic resources.**

- Raise the profile of historic preservation through stewardship of historic resources.
- Undertake new research and scholarship at historic sites to improve our understanding of the significance of the archaeological and historic resources in the watershed.
- Involve public in research and encourage citizen science.

## **DRAFT Outreach-related Objectives and Actions for Management Plan**

November 2017

The draft outreach-related objectives and actions below are cross-cutting for a number of different watershed resource topics under the natural resource, economic/community character, and cultural and historic categories.

### **Promote landowner stewardship actions and behaviors that protect natural and historic resources.**

- Support or help coordinate implementation of Lawns to Lobsters program
- Provide training and information on best management practices which may include:
  - low-impact landscaping practices
  - stream/wetland buffer management and plantings
  - septic system maintenance including hazardous waste disposal
- Provide information on existing regulations that govern vegetated buffers, setbacks from wetlands, and septic system maintenance

### **Build appreciation for and create connections to watershed resources.**

- Promote, organize or conduct events and activities that showcase resources to town residents [for example, watershed walks that highlight important species and habitats, historic resources, etc.]
- Post signage for York River watershed on major routes
- Work with schools to generate curriculum or presentations relating to the natural environment and watershed where possible; develop field trips and other activities to engage school children
- Create or support volunteer opportunities to engage citizens in watershed projects and promote citizen science [for example, water quality or other environmental monitoring, tree planting, invasive species eradication]
- Create educational materials on a variety of subjects relating to the watershed and its values
- Develop opportunities for visual artist appreciation of watershed resources through activities such as photo contests and plein air painting and drawing

### **Build capacity and knowledge of towns' board and committee members to identify and protect resources.**

- Provide training opportunities or workshops for board/committee members on:
  - state and local regulations that protect natural and historic resources
  - general best management practices for protecting resource values
  - available data, maps and other information on local watershed resources





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

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**REPORT TO TOWN COUNCIL**

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Meeting Date: November 27, 2017  
From: Kendra Amaral, Town Manager  
Subject: Title 2 Amendments: Planning Department  
Councilor Sponsor: Chairperson Kenneth Lemont

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**EXECUTIVE SUMMARY**

With the opening of the Town Planner and Assistant Town Planner positions, we have an opportunity to consider the organizational structure and leadership of the Planning Department. The growing opportunities and existing pressures for economic and community development in town must be overseen by an effective planning and development department, if we are to ensure the future outcomes are consistent with our current goals for growth management.

The current Town Planner position is not properly positioned or compensated to provide the effective leadership the department needs. I am therefore proposing the creation of a Director of Planning and Development position to oversee the planning, code enforcement, and assessing functions for the town. Additionally, I am recommending a reduction in duties of the Town Planner and Assistant Town Planner so each serves a more appropriate support role to the Director. Additional changes in various positions within the planning department are also proposed as housekeeping matters.

The intent is not to change the number of full-time employees.

**STATEMENT OF NEED**

The lead planning role has evolved with changing law, ordinance, economic and community development trends, and local expectations. Oversight of the code enforcement and assessing functions were added to the Town Planner role in the past decade. Recently, members of the Council and the public have questioned whether an economic development director is needed to fill in the gaps in the Town Planner role and to assist the town in navigating and succeeding in the current strengthening economy.

I have generally resisted the suggestion that more employees are needed in the Planning Department to advance economic development goals. Though in the near future additional staff support may be needed, currently I see more can be gained from a stronger leadership position heading this department than from adding staff.

By creating a Director position, we will more directly acknowledge this role as the head of the multifaceted department. The responsibilities will extend beyond the standard Town Planner role of reviewing plans and generating reports, and incorporate guiding and actively supporting our growth management goals, ensuring the department is striving for excellence in customer service and professional support to our boards, and promoting the town for strategic growth.

A number of large and important projects are lining up that will need strong and effective leadership in the Planning Department. These projects include adoption and implementation of the Updated Comp Plan, recodification of Title 16, zoning amendments in the business park zone, potential zoning revisions for the Route 1 and the Route 1 Bypass, enhancement of the town's GIS and permitting systems, a potentially significant Joint Land Use Study with the Navy on transportation management, and implementation of recommendations from the Foreside Study, to name a few.

These projects will have broad impacts on the town and require leadership that extends beyond typical the Town Planner function.

Amendments to the Town Planner position eliminate the department oversight duties and focus on a more support-level role for the Planning Board and Director. The position absorbs some of the Assistant Town Planner duties such as managing the GIS and mapping functions. The salary will be reduced for this position, as it will have no department-head level responsibilities.

The compensation range for a Director of Planning and Development is \$85,000 to \$95,000. I am investigating the opportunity to utilize TIF funds to offset some of the additional wage expense, as the role will directly perform economic development efforts in the three TIF districts. The Town Planner compensation will be reduced to the \$60,000 range.

I will not seek to fill the Assistant Planner position. However, it is recommended to not eliminate this role. In the future if additional planning support is needed due to volume of applications, this position is well situated to provide the proper level of support.

I am not proposing an elimination of the Assistant Town Planner role; I do expect to keep it vacant unless need arises to add support staff to the department.

### **PROPOSED SOLUTION/RECOMMENDATION**

Adopt the proposed Title 2 amendments, and Policy changes as proposed.

Please see attached projected costs analysis.

**PROPOSED TITLE 2 AMENDMENTS**

<b>Projected Wages</b>	<b>Current</b>	<b>Proposed</b>
Director of Planning & Development	\$0	\$95,000
Town Planner	\$75,254	\$60,000
Assistant Town Planner	\$46,280	\$0
<b>Total</b>	<b>\$121,534</b>	<b>\$155,000</b>

**Salary Survey<sup>1</sup>**

**Director of Community/Economic Development & Planner Positions 2017**

<b>Communities</b>	<b>Population</b>	<b>Director of C/E Development Salary</b>	<b>Planner Salary</b>	<b>Total</b>
Falmouth	11,365	\$99,632	\$0	\$99,632
Presque Isle	9,432	\$61,963	\$0	\$61,963
Brewer	9,350	\$96,486	\$61,932	\$158,418
Topsham	8,697	\$81,411	\$73,653	\$155,064
Bath	8,356	\$57,741	\$73,840	\$131,581
<b>Kittery Proposed</b>	<b>9,644</b>	<b>\$95,000</b>	<b>\$60,000</b>	<b>\$155,000</b>

**Notes:**

Source: MMA Salary Survey 2017, filter communities with populations of 8,000 to 12,000



1 **Article II. Planning Department**

2 **2.4.2.1 Director of Planning and Development**

3 The purpose of this position is to ensure the town is promoting the health, safety and general  
4 welfare of its residents through effective growth management, development and implementation of  
5 the town comprehensive plan, and proper application of the town codes. Duties include, but are not  
6 limited to: overseeing and coordinating all planning and development functions, supervising staff,  
7 preparing and managing budgets, developing and implementing community and economic  
8 development programs, providing professional services to the Planning Board and Board of  
9 Appeals, and performing additional tasks as assigned by the Town Manager.

10 **2.4.2.12.4.2.2 Town Planner.**

11 ~~The purpose of this position is to perform all municipal planning and economic development~~  
12 ~~functions and ensure development is consistent with the towns land use codes and provide staff~~  
13 ~~services to the planning Planning board Board for the Town. This position reports to the Town~~  
14 ~~Manager Director of Planning and Development. Duties include, but are not limited to: maintaining,~~  
15 ~~updating, and assisting in the development and implementing implementation of a growth~~  
16 ~~management program; reviewing development proposals for compliance with Town town~~  
17 ~~ordinances; managing the town's GIS data; preparing and updating maps; guiding economic~~  
18 ~~development and other programs; assisting with developing amendments to the zoning and~~  
19 ~~subdivision ordinances; interpreting ordinances; preparing budgets; supervising employees~~  
20 ~~reporting to the Town Planner, and performing additional related tasks as assigned by the Town~~  
21 ~~Manager Director of Planning and Development.~~

22 **2.4.2.22.4.2.3 Development Staff Assistant / Assistant Code Enforcement Officer /**  
23 **Plumbing Inspector.**

24 The purpose of this position is to provide administrative and professional support to the code  
25 enforcing, ~~Town~~ planning, and assessing ~~departments of the Town~~ functions. This position reports  
26 to the ~~planner~~ Code Enforcement Officer. Duties include, but are not limited to: processing ~~form~~  
27 ~~applications for the code and planning offices; field and site inspections for the code, assessing~~  
28 ~~and planning departments; preparing and processing reports; supervising staff; assisting the~~  
29 public; ~~researching files; investigating code compliance complaints; word processing and data~~  
30 entry services, and performing additional tasks as assigned by the ~~code~~ Code enforcement  
31 ~~enforcement officer Officer, planner and tax assessor.~~

32 **2.4.2.32.4.2.4 Development Staff Clerk.**

33 The purpose of this position is to provide administrative and professional support to the planning  
34 and development staff of the Town. This position reports to the ~~development staff~~  
35 ~~assistant~~ Director of Planning and Development. Duties include, but are not limited to: updating  
36 computer systems; assisting the public; ~~performing word processing services; and performing~~  
37 additional tasks as assigned by the ~~development staff assistant~~ Director of Planning and  
38 Development.

39 **2.4.2.42.4.2.5 Assistant Town Planner.**

40 The purposes of this position are to assist the Town Planner in performing municipal planning



41 functions and provide staff services to the Planning Board ~~for the Town~~. This position reports to  
 42 the ~~Town Planner~~ Director of Planning and Development. Duties include, but are not limited to:  
 43 ~~maintaining, updating, and implementing a comprehensive plan;~~ reviewing development proposals  
 44 for compliance with town ordinances; ~~developing amendments to the land-use/zoning, subdivision,~~  
 45 ~~and related development ordinances;~~ interpreting ordinances; ~~managing and maintaining the~~  
 46 Town's geographic information system (GIS) data; ~~preparing zoning maps and providing mapping~~  
 47 ~~services for the Office of Planning and Development or other municipal departments as assigned;~~  
 48 performing additional related tasks as assigned by the Town Planner.

49 ~~2.4.2.5.2.4.2.6~~ **Code Enforcement Officer.**

50 The purpose of this position is to enforce local, state, and federal laws and codes relating to the  
 51 protection of public health, welfare, and land use. This position reports to the ~~Town~~  
 52 ~~Planner~~ Director of Planning and Development. Duties include, but are not limited to: ~~conducting~~  
 53 ~~the permitting process; responding to~~ and performing additional tasks as assigned by the ~~Town~~  
 54 ~~Planner~~ Director of Planning and Development.

55 ~~2.4.2.5.12.4.2.6.1~~ **Building Official.**

56 Person holding this position is responsible for certification of occupancy for buildings subject to  
 57 the Maine Uniform Building and Energy Code (MUBEC). The position is established as provided  
 58 in 25 MRS Section 2351-A. Appointment to the position is made by the municipal officers.

59 ~~2.4.2.5.22.4.2.6.2~~ **Deputy Building Official.**

60 This position entails the same duties as those of the building official and is activated  
 61 upon incapacity of the building official. Appointment is governed by 25 MRS Section  
 62 2351-A or successor statute.

63 ~~2.4.2.6.2.4.2.7~~ **Building Inspector.**

64 This is responsible technical work in performing building inspections and in securing compliance  
 65 with the Town's code and zoning ordinances. Employee is responsible for performing on-site  
 66 inspections of buildings to ensure adherence to the various building codes and Town and state  
 67 ordinances and laws. Work involves the inspection of buildings, the issuance of various permits,  
 68 preparation of regular reports and providing assistance to the public in interpreting the building  
 69 regulations. Work is performed with independence under the general supervision of the code  
 70 enforcement officer and subject to review and evaluation through reports submitted and  
 71 observation.

72 **Article III. Assessing**

73 **2.4.3.1 Assessor.**

74 The purpose of this position is to ~~supervise and~~ manage the day-to-day activities of the assessing  
 75 ~~department~~ functions. This position reports to the ~~Town Manager~~ Director of Planning and  
 76 Development. Duties include, but are not limited to: ~~supervising staff; delegating work;~~ reviewing  
 77 all values of property; ensuring all property is maintained at fair market value; measuring and  
 78 listing all properties; preparing and processing reports; providing professional staff services to the  
 79 Board of Assessment Review, and performing additional tasks as assigned by the ~~Town~~  
 80 ~~Manager~~ Director of Planning and Development.

## Chapter 2.5 COMPENSATION

	<b>Position</b>	<b>Established By</b>
1		
2	2.4.1.1 Town Manager	Council
3	2.4.1.2 Town Clerk/Register of Voters	Council
4	2.4.1.3 Deputy Town Clerk / General Assistance Administrator	Union Contract
5	2.4.1.4 Assistant Town Clerk	Union Contract
6	2.4.1.5 Deputy Treasurer	Union Contract
7	2.4.1.6 Accountant	Union Contract
8	2.4.1.7 Administrative Clerk	Union Contract
9	2.4.1.8 Secretary to the Town Manager	Council
10	2.4.1.9 Finance Director	Council
11	2.4.1.10 Shoreland/Environmental Resource Officer	Council
12	2.4.1.11 Harbormaster	Port Authority
13	2.4.1.12 Human Resources Generalist	Council
14	2.4.2.1 <del>Planner</del> <u>Director of Planning and Development</u>	Council
15	2.4.2.2 <u>Town Planner</u>	<u>Council</u>
16	2.4.2.2 <u>3</u> Development Staff Assistant / Assistant Code Enforcement	Union Contract
17	Officer / Plumbing Inspector	
18	2.4.2.3 <u>4</u> Development Staff Clerk	Union Contract
19	2.4.2.4 <u>5</u> Assistant Town Planner	Union Contract
20	2.4.2.5 <u>6</u> Code Enforcement Officer	Union Contract
21	2.4.2.5-1 <u>6.1</u> Building Official	Council
22	2.4.2.5-2 <u>6.2</u> Deputy Building Official	Council
23	2.4.2.6 <u>7</u> Building Inspector	Council
24	2.4.3.1 Assessor	Union Contract
25	2.4.4.1 Recreation Director/General Manager	Council
26	2.4.4.2 Secretary / Bookkeeper	Union Contract
27	2.4.4.3 Assistant Recreation Director/Assistant General Manager	Union Contract
28	2.4.4.4 Safe Alternatives for Enrichment (S.A.F.E.) Coordinator	Union Contract
29	2.4.4.5 Program Coordinator	Union Contract
30	2.4.4.6 Recreation Supervisor	Union Contract
31	2.4.4.7 Early Childcare Supervisor/Head Teacher	Union Contract
32	2.4.4.8 Sports Coordinator	Union Contract
33	2.4.4.9 Head Custodian	Union Contract
34	2.4.5.1 Police Chief	Council
35	2.4.5.2 Lieutenant	Council
36	2.4.5.3 Administrative Assistant to Chief of Police	Council
37	2.4.5.4 Sergeant	Union Contract
38	2.4.5.5 School Resource Officer	Union Contract
39	2.4.5.6 Court Officer	Union Contract
40	2.4.5.7 Detective	Union Contract



**KITTERY TOWN CODE TITLE 2, PROPOSED AMENDMENT –  
PLANNING AND DEVELOPMENT**

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

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

10 **WHEREAS**, the personnel director is obligated to prepare personnel rules which the Council  
11 adopts by ordinance and said ordinance establishes the classification of all town positions,  
12 based on the duties, authority and responsibility of each position, with adequate provision for  
13 reclassification of any position whenever warranted by changed circumstances; and

14 **WHEREAS**, the roles of various planning and development positions within the administration  
15 have evolved with changing law, ordinance, economic and community development trends, and  
16 local expectations in the past decade; and

17 **WHEREAS**, members of the Council and the public have expressed a desire to see a greater  
18 effort and focus on economic development; and

19 **WHEREAS**, more can be gained from a stronger leadership position heading this department  
20 and adjusting other roles than from adding full time staff; and

21 **WHEREAS**, by creating a Director-level position and evolving the Town Planner position, the  
22 Town will with better positioned navigate and succeed in the current strengthening economy

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

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

27 20\_\_\_\_, by: \_\_\_\_\_ {NAME} Motion to approve by Councilor

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

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

30 **THIS ORDINANCE IS DULY AND PROPERLY ORDAINED** by the Town Council of Kittery,

31 Maine on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, {NAME}, \_\_\_\_\_, Chairperson

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



1 **2.1 Director of Planning and Development**

2 **A. Purpose of Position.** The purpose of this position is to ensure the town is promoting the  
3 health, safety and general welfare of its residents through effective growth management,  
4 development and implementation of the town comprehensive plan, and proper application of  
5 the town codes. Duties include but are not limited to: overseeing and coordinating all  
6 planning and development functions, supervising staff, preparing and managing budgets,  
7 developing and implementing community and economic development programs, providing  
8 professional services to the Planning Board and Board of Appeals, and performing  
9 additional tasks as assigned by the Town Manager.

10 **B. Essential Duties and Responsibilities.** The following duties are normal for this position.  
11 These are not to be construed as exclusive or all-inclusive. Other duties may be required  
12 and assigned.

- 13 1. Oversees the Planning and Development Department including planning, code enforcement  
14 and assessing functions; supervises and evaluates assigned staff, manages employee  
15 concerns, directs work assignments, and counsel/disciplines employees;
- 16 2. Advances the town's community and economic development goals and objectives,  
17 communicates with land owners and potential developers, and ensures department activities  
18 result in fair, consistent, and predictable processes and treatment of all customers;
- 19 3. Maintains, updates, and implements the town's comprehensive plan;
- 20 4. Develops and reviews amendments to the zoning ordinances that advance the town's goals  
21 and objectives for effective growth management and land use;
- 22 5. Receives and reviews development plans for compliance with town ordinances;
- 23 6. Advises and provides effective professional support to the Planning Board, Board of  
24 Appeals, Board of Assessment Review and other boards, commissions, and committees as  
25 assigned;
- 26 7. Works on special municipal projects as directed by the Town Manager;
- 27 8. Represents the municipality in regional planning, transportation, and economic development  
28 organizations and initiatives; responds to requests for land use data, demographics, and  
29 municipal information;
- 30 9. Recommends municipal position on pending state legislation and projects.;
- 31 10. Reviews and receives various reports, documents, and forms, including: blueprints, wetland  
32 alteration applications, and traffic analysis;
- 33 11. Develops documents including: grant applications, draft ordinance amendments, and  
34 planning board agendas;
- 35 12. Meets with the public and assists customers in understanding the town land use code  
36 requirements and procedures;
- 37 13. Develops and administers the annual departmental budget and approved capital  
38 improvement projects;
- 39 14. Performs other duties as assigned by the Town Manager.

40 **A. Essential Training and Experience Required to Perform Essential Functions.**

- 41 1. Bachelor's degree in urban planning, regional planning, public administration or related field  
42 required, with a minimum of five years' of experience in professional planning, or related  
43 industry; or any equivalent combination of education, training, and experience which  
44 provides the requisite knowledge, skills, and abilities for this position;
- 45 2. Must possess a valid driver's license;
- 46 3. Ability to understand, interpret, and apply complex land use laws and regulations;



- 47 4. Excellent verbal and writing skills, ability to communicate effectively and in an appropriate  
48 professional manner.
- 49 D. Minimum Physical and Mental Abilities Required to Perform Essential Functions.
- 50 1. Physical Requirements.
- 51 a. Must be able to operate a computer, keyboard, printer, telephone, and other equipment  
52 necessary to perform the duties of this position;
- 53 b. Must be able to move or carry job-related objects or materials;
- 54 c. Must be able to sit and stand for long periods;
- 55 d. Must be able to physically traverse a site with potential uneven terrain, construction activity,  
56 and/or limited handicap accessibility;
- 57 e. Must be able to communicate through human speech and in writing;
- 58 f. Must be physically capable of lifting 50 pounds.
- 59 2. Mental Abilities
- 60 a. Requires the ability to develop and maintain positive relationships with employees, vendors,  
61 and departments;
- 62 b. Requires the ability to exercise initiative and good judgement, to set priorities and complete  
63 efforts independently and as a member of a team;
- 64 c. Requires the ability to utilize mathematical formulas, and to understand a variety of  
65 professional, technical and administrative documentation, directions, regulations,  
66 instructions, methods and procedures;
- 67 d. Requires the ability to produce reports that are accurate and complete;
- 68 e. Requires the ability to communicate with people to convey or exchange professional  
69 information;
- 70 f. Ability to cope with situations firmly, courteously, tactfully and with respect for the rights of  
71 others;
- 72 g. Ability to analyze situations quickly and objectively and to determine proper course of action.

1 **2.2 Development staff assistant/assistant code enforcement officer/local plumbing**  
2 **inspector.**

3 A. Purpose of this Position. The purpose of this position is to provide administrative and  
4 professional support to the code enforcing, town planning, and assessing departments  
5 ~~functionsof the town of Kittery.~~ This position reports to the ~~planner~~Code Enforcement  
6 Officer. Duties include, but are not limited to: processing ~~form~~ applications for the code and  
7 ~~planning offices;~~ field and site inspections for the code, ~~assessing and planning~~  
8 ~~departments;~~ preparing and processing reports; ~~supervising staff;~~ assisting the public; word  
9 ~~processing and~~ researching files; investigating code compliance complaints; data entry  
10 services, and performing additional tasks as assigned by the ~~code~~ Code enforcement  
11 Officer, ~~planner and tax assessor.~~

12 B. Essential Duties and Responsibilities. The following duties are normal for this position.  
13 These are not to be construed as exclusive or all-inclusive. Other duties may be required  
14 and assigned.

- 15 1. Assists the ~~code~~ Code enforcement Enforcement officer ~~Officer~~ with the permitting process;  
16 assists the public with the application process; reviews submitted permit forms for accuracy  
17 of information; assists with site inspections and with zoning code interpretations;
- 18 2. Assists the ~~assessor~~ Assessor with the assessing process; data entry, sketching, form  
19 processing, and building inspections;
- 20 3. Assists the ~~Town planner~~ Planner with the planning process; assists the public with the  
21 application process, reviews submitted material for accuracy, assembles planning board  
22 meeting packets;  
23 ~~Manages and directs work assignments for assigned staff;~~
- 24 4. Prepares, receives and reviews various reports, building plans, site plans, permits,  
25 documents and forms for the code enforcement, ~~planning and assessing offices and their~~  
26 ~~related boards;~~
- 27 5. Provides customer service ~~to residents with up-to-date information;~~
- 28 6. Performs administrative tasks such as answering phones; taking and receiving messages;  
29 making copies; ~~faxing documents;~~ processing mail; ~~operating blueprint machine; operating a~~  
30 ~~computer; and maintaining files.~~
- 31 7. Performs the duties of the Code Enforcement Officer on a temporary basis when the Code  
32 Enforcement Officer is not available or when on leave; reviews, approves, and signs  
33 permits, certificates, and notices of violations.

34 ~~C. Additional Duties and Responsibilities.~~

- 35 1. Cash receipting;
- 36 2. Maintains website for department;
- 37 3. Reviews and processes building, plumbing and sign permits;
- 38 4. Purchases office supplies;
- 39 5. Schedules appointments for code enforcement officer and planner;
- 40 6. Performs other related duties as ~~required~~ assigned by the Code Enforcement Officer.

41 ~~D.C.~~ Essential Training and Experience Required to Perform Essential Functions.

- 42 1. Bachelor's degree in a related field, with a minimum of one year's experience in code  
43 enforcement and/or assessing/planning or related experience, or any equivalent  
44 combination of education, training, and experience which provides the requisite knowledge,  
45 skills, and abilities for this position.



- 46 2. Must successfully complete certification courses in: "Legal Issues and Enforcement  
47 Techniques (basic level)," "Building Standards (basic level)," "Shoreland Zoning (basic  
48 level)" within one year of start of employment.
- 49 3. Must successfully complete certification course in "Land Use (basic level)," and state  
50 certification as "Local Plumbing Inspector" within two years from the start of employment.
- 51 4. Must possess a valid driver's license.
- 52 5. Ability to understand, interpret, and apply land use, building, and plumbing regulations;
- 53 6. Excellent verbal and writing skills, ability to communicate effectively and in an appropriate  
54 professional manner.
- 55 D. Minimum Physical and Mental Abilities Required to Perform Essential Functions.
- 56 1. Physical Requirements.
- 57 a. Must be able to operate a computer, keyboard, printer, telephone, and other equipment  
58 necessary to perform the duties of this position;
- 59 b. Must be able to move or carry job-related objects or materials;
- 60 c. Must be able to sit and stand for long periods;
- 61 d. Must be able to physically traverse a site with potential uneven terrain, construction activity,  
62 and/or limited handicap accessibility;
- 63 e. Must be able to communicate through human speech and in writing;
- 64 f. Must be physically capable of lifting 50 pounds.
- 65 2. Mental Abilities
- 66 a. Requires the ability to develop and maintain positive relationships with employees, vendors,  
67 and departments;
- 68 b. Requires the ability to exercise initiative and good judgement, to set priorities and complete  
69 efforts independently and as a member of a team;
- 70 c. Requires the ability to utilize mathematical formulas, and to understand a variety of  
71 professional, technical and administrative documentation, directions, regulations,  
72 instructions, methods and procedures;
- 73 d. Requires the ability to produce reports that are accurate and complete;
- 74 e. Requires the ability to communicate with people to convey or exchange professional  
75 information;
- 76 f. Ability to cope with situations firmly, courteously, tactfully and with respect for the rights of  
77 others;
- 78 g. Ability to analyze situations quickly and objectively and to determine proper course of action.
- 79 h. Work is performed outside and inside. Outside work is subject to temperature extremes at  
80 various times of the year, noise, dust, fumes, and exposure to heights (ladders, etc.).
- 81 ~~6.~~
- 82 ~~7. Possess computer skills, data entry, knowledge of word processing, and spreadsheets.~~
- 83 ~~E. Minimum Physical and Mental Abilities Required to Perform Essential Functions.~~
- 84 ~~1. Physical Requirements.~~
- 85 ~~a. Must be physically able to operate a variety of automated office machines and~~  
86 ~~equipment, including, but not limited to: computer, typewriter, facsimile machine, copier, blue-~~  
87 ~~line machine, and telephone;~~
- 88 ~~b. Must be able to move or carry job-related objects or materials;~~
- 89 ~~c. Must be physically capable of reaching to obtain various books, printouts, file boxes,~~  
90 ~~computer paper, etc.;~~
- 91 ~~d. Physical demand requirements are at levels of those for light work.~~



- 92 ~~2. Numerical Aptitude. Requires the ability to utilize mathematical formulas; add and~~  
93 ~~subtract; multiply and divide totals; determine percentages; perform calculations involving~~  
94 ~~variables, formulas, square roots, and polynomials; and interpret same as may be appropriate.~~  
95 ~~3. Language Ability.~~  
96 ~~a. Requires the ability to read a variety of professional, technical and administrative~~  
97 ~~documentation, directions, regulations, instructions, methods and procedures, and maps;~~  
98 ~~b. May require the ability to produce reports with proper format, punctuation, spelling and~~  
99 ~~grammar, using all parts of speech.~~  
100 ~~4. Interpersonal Communication.~~  
101 ~~a. Requires the ability to communicate with people to convey or exchange professional~~  
102 ~~information.~~  
103 ~~5. Environmental Adaptability.~~  
104 ~~a. Requires the ability to interact with people (i.e., staff, general public and elected officials)~~  
105 ~~beyond giving and/or receiving instructions;~~  
106 ~~b. Work is performed outside and inside. Outside work is subject to temperature extremes~~  
107 ~~at various times of the year. Work is performed in an environment with numerous undesirable~~  
108 ~~conditions including noise, dust, fumes, and exposure to heights (ladders, etc.). Inside work is~~  
109 ~~normally in an office environment. Headaches, eyestrain, carpal tunnel syndrome, and related~~  
110 ~~occupational hazards associated with computer work reflect most common potential for injury.~~

1 **2.3 Development staff clerk.**

2 1. Purpose of Position. The purpose of this position is to provide administrative and  
3 professional support to the planning and development staff ~~of the town of Kittery~~. This  
4 position reports to the ~~development staff assistant~~ Director of Planning and Development.  
5 Duties include, but are not limited to: updating computer systems; assisting the public;  
6 ~~performing word processing services~~; and performing additional tasks as assigned by the  
7 ~~development staff assistant~~ Director of Planning and Development.

8 2. Essential Duties and Responsibilities. The following duties are normal for this position.  
9 These are not to be construed as exclusive or all-inclusive. Other duties may be required  
10 and assigned.

- 11 1. Updates appraisal computer system;
- 12 2. Enters up-to-date information into computer; records changes of ownership on assessment  
13 cards; runs year-end reports;
- 14 3. Identifies and matches up deeds and declarations; sketches changes on assessor's maps  
15 and operates printers;
- 16 4. Provides customer service with up-to-date information in regard to assessments;
- 17 5. Performs administrative tasks such as answering phones, taking and relaying messages,  
18 making copies; faxing documents; typing documents, processing mail; typing tax bills;  
19 collecting money, and maintaining files;
- 20 6. Utilizes various office machines and equipment in the delivery of service, such as computer,  
21 telephone, facsimile machine, adding machine, copier, typewriter and postage meter;
- 22 7. Reviews and receives various reports, documents and forms, property record cards, board  
23 of appeals applications, board of assessment review applications, abatement applications  
24 and exemption applications;
- 25 8. Receipting for zoning board of appeals applications.

26 ~~Additional Duties and Responsibilities.~~

- 27 9. Assists ~~code~~ Code enforcement ~~enforcement officer~~ Officer, as needed;
- 28 10. Assists Town planner ~~Planner~~, as needed;
- 29 11. Performs other related duties as required.

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

- 31 1. High school diploma or GED required, with a minimum of one year's experience as an  
32 assessing clerk, secretary, or administrative assistant; or any equivalent combination of  
33 education, training and experience which provides the requisite knowledge, skills and  
34 abilities for this position.
- 35 2. Ability to understand, interpret, and apply land use, building, and plumbing regulations;
- 36 3. Excellent verbal and writing skills, ability to communicate effectively and in an appropriate  
37 professional manner.

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

39 1. Physical Requirements.

- 40 a. Must be able to operate a computer, keyboard, printer, telephone, and other equipment  
41 necessary to perform the duties of this position;
- 42 b. Must be able to move or carry job-related objects or materials;
- 43 c. Must be able to sit and stand for long periods;
- 44 d. Must be able to communicate through human speech and in writing;
- 45 e. Must be physically capable of lifting 50 pounds.

46 2. Mental Abilities



- 47 a. Requires the ability to develop and maintain positive relationships with employees, vendors,
- 48 and departments;
- 49 b. Requires the ability to exercise initiative and good judgement, to set priorities and complete
- 50 efforts independently and as a member of a team;
- 51 c. Requires the ability to utilize mathematical formulas, and to understand a variety of
- 52 professional, technical and administrative documentation, directions, regulations,
- 53 instructions, methods and procedures;
- 54 d. Requires the ability to produce reports that are accurate and complete;
- 55 e. Requires the ability to communicate with people to convey or exchange professional
- 56 information;
- 57 f. Ability to cope with situations firmly, courteously, tactfully and with respect for the rights of
- 58 others;

59 ~~E. Minimum Physical and Mental Abilities Required to Perform Essential Functions.~~

60 ~~1. Physical Requirements.~~

- 61 ~~a. Must be physically able to operate a variety of automated office machines and~~
- 62 ~~equipment, including, but not limited to: computer, typewriter, facsimile machine, copier, and~~
- 63 ~~telephone;~~
- 64 ~~b. Must be able to move or carry job-related objects or materials;~~
- 65 ~~c. Must be physically capable of reaching to obtain various books, printouts, file boxes,~~
- 66 ~~computer paper, etc.;~~
- 67 ~~d. Physical demand requirements are at levels of those for sedentary or office environment~~
- 68 ~~work.~~

69 ~~2. Numerical Aptitude. Requires the ability to utilize mathematical formulas; add and~~

70 ~~subtract; multiply and divide totals; determine percentages; and interpret same as may be~~

71 ~~appropriate.~~

72 ~~3. Language Ability.~~

- 73 ~~a. Requires the ability to read a variety of professional, technical and administrative~~
- 74 ~~documentation, directions, regulations, instructions, methods and procedures;~~
- 75 ~~b. May require the ability to produce reports with proper format, punctuation, spelling and~~
- 76 ~~grammar, using all parts of speech.~~

77 ~~4. Interpersonal Communication. Requires the ability to communicate with people to~~

78 ~~convey or exchange professional information.~~

79 ~~5. Environmental Adaptability.~~

- 80 ~~a. Requires the ability to interact with people (i.e., staff, general public and elected officials)~~
- 81 ~~beyond giving and/or receiving instructions;~~
- 82 ~~b. Work is normally performed in an office environment. Headaches, eye strain, carpal~~
- 83 ~~tunnel, and related occupational hazards associated with computer work reflect most~~
- 84 ~~common potential for injury.~~



1 **2.4 Assistant Planner.**

2 A. Purpose of Position. The purposes of this position are to assist the Town Planner in  
3 performing municipal planning functions and provide staff services to the Planning Board for  
4 the Town. This position reports to the Town Planner. Duties include, but are not limited to:  
5 ~~maintaining, updating, and implementing a comprehensive plan;~~ reviewing development  
6 proposals for compliance with town ordinances; ~~developing amendments to the land-~~  
7 ~~use/zoning, subdivision, and related development ordinances;~~ interpreting ordinances;  
8 ~~managing and maintaining the Town's geographic information system (GIS) data;~~ preparing  
9 zoning maps and ~~providing mapping services for the Office of Planning and Development or~~  
10 ~~other municipal departments as assigned;~~ performing additional related tasks as assigned  
11 by the Town Planner.

12 B. Essential Duties and Responsibilities.

- 13 1. ~~Assists with the update of the Comprehensive Plan as required by the Town Planner~~  
14 ~~including policies and implementation strategies addressing population and demographic~~  
15 ~~changes, land use, transportation, housing, public facilities and services, utilities,~~  
16 ~~environmental protection and conservation, and other Town issues related to its overall~~  
17 ~~physical, social and economic development;~~
- 18 2. Assists with the implementation of the Comprehensive Plan as required by the Town  
19 Planner including coordinating and/or implementing specific programs or projects identified  
20 in the Plan;  
21 ~~Evaluates or assists in the evaluation of land use/zone changes, ordinance amendments,~~  
22 ~~site plans, and other related proposals;~~
- 23 3. Reviews plans for consistency with ~~the Comprehensive Plan and compliance with land-use~~  
24 ordinances, and prepares staff reports to expedite and assist in the Planning Board review  
25 process;
- 26 4. Attends Planning Board meetings and site inspections to assist the Town Planner as  
27 required;
- 28 5. Provides technical assistance and information to citizens, landowners, developers,  
29 attorneys, engineers and other interested parties seeking Town planning and development  
30 information, interpretation, permits or approvals under the Town's various land-use/zoning  
31 ordinances, subdivision and related regulations;
- 32 6. Provides staff support to various boards and commissions concerned with Town growth and  
33 development issues;
- 34 7. ~~Implements and m~~Maintains the Town's geographic information system (GIS) including  
35 ~~management of all data collection, maintenance and dissemination in cooperation with~~  
36 various Town departments.
- 37 8. Prepares various maps and images such as the official zoning map, supplement visual aids  
38 ~~for the Planning Board and various Town related projects;~~
- 39 9. ~~Manages and maintains the department's web site to p~~Provides the public and applicants  
40 with updated information related to Planning Board meeting schedule, agenda items as well  
41 as meeting minutes, land-use ordinance adoption, application forms and other related  
42 information;
- 43 10. Collects a variety of statistical data and prepares reports and maps on topics such as  
44 census information, land use and occupancy rates ~~and presents findings to the Planning~~  
45 ~~Board or various Town commissions or departments as needed;~~



46 ~~Monitors local, state and national planning, land use and development trends, and interprets~~  
47 ~~such trends for the Planning Board and other town agencies as applicable;~~  
48 11. Recommends necessary action concerning specific proposals, taking into consideration the  
49 unique character, needs and assets of the Town.

50 ~~Additional Duties and Responsibilities.~~

51 12. Performs additional administrative tasks such as purchasing department supplies,  
52 publishing legal notices and posting agendas;

53 13. ~~Enters up to date information into computer;~~ Assists in preparation of planning board  
54 meeting packets, including applicant and abutter notification, legal notice for public hearings  
55 and agenda development, at the direction of the Town Planner;

56 ~~Uses various office machines and equipment in the delivery of service, such as computer,~~  
57 ~~telephone, facsimile machine, adding machine, copier, typewriter and postage meter;~~

58 14. Performs other related duties as ~~required~~ assigned by the Town Planner.

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

60 1. Requires a bachelor's degree in urban and regional planning, landscape architecture,  
61 architecture, public administration or policy, environmental design, or related area of study in  
62 addition to one year of planning experience, or any equivalent combination of education,  
63 training, and experience which provides the requisite knowledge, skills, and abilities for this  
64 position.

65 2. Must be proficient and knowledgeable in the use of GIS application.

66 3. Must possess ~~appropriate~~ a valid driver's license.

67 4. ~~Progress toward certification as a Member of the American Institute of Certified Planners is~~  
68 ~~desired.~~

69 4. Ability to understand, interpret, and apply complex land use laws and regulations;

70 5. Excellent verbal and writing skills, ability to communicate effectively and in appropriate  
71 professional manner.

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

73 1. Physical Requirements.

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

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

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

78 d. Must be able to physically traverse a site with potential uneven terrain, construction activity,  
79 and/or limited handicap accessibility;

80 e. Must be able to communicate through human speech and in writing;

81 f. Must be physically capable of lifting 50 pounds.

82 2. Mental Abilities

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

85 b. Requires the ability to exercise initiative and good judgement, to set priorities and complete  
86 efforts independently and as a member of a team;

87 c. Requires the ability to utilize mathematical formulas, and to understand a variety of  
88 professional, technical and administrative documentation, directions, regulations,  
89 instructions, methods and procedures;

90 d. Requires the ability to produce reports that are accurate and complete;

91 e. Requires the ability to communicate with people to convey or exchange professional  
92 information;



93 f. Ability to cope with situations firmly, courteously, tactfully and with respect for the rights of  
94 others;

95  
96 ~~D. Minimum Physical and Mental Abilities Required to Perform Essential Functions.~~

97 ~~1. Physical Requirements.~~

98 ~~a. Must be physically able to operate a variety of automated office machines and~~  
99 ~~equipment, including, but not limited to: computer, keyboard, printer, facsimile machine, copier,~~  
100 ~~blue print machine, and telephone;~~

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

102 ~~c. Must be physically capable of reaching to obtain various books, printouts, file boxes,~~  
103 ~~computer paper, etc.;~~

104 ~~d. Must meet physical demand requirements usually at levels of those for sedentary or office~~  
105 ~~environment work. However, there are times during site inspections that the physical demand~~  
106 ~~requirements are higher depending on the site's development.~~

107 ~~2. Numerical Aptitude. Requires the ability to use arithmetic and mathematical formulas~~  
108 ~~including add, subtract, multiply and divide; determine percentages; perform calculations~~  
109 ~~involving variables, formulas, square roots, and polynomials; and interpret same as may be~~  
110 ~~appropriate.~~

111 ~~3. Language Ability.~~

112 ~~a. Requires the ability to read a variety of professional, legal, technical and administrative~~  
113 ~~documents, directions, regulations, instructions, methods and procedures;~~

114 ~~b. Requires the ability to produce memorandums and reports with proper format,~~  
115 ~~punctuation, spelling and grammar, using all parts of speech.~~

116 ~~4. Interpersonal Communication. Requires the ability to listen and communicate with people~~  
117 ~~to convey or exchange information in a professional and polite manner.~~

118 ~~5. Environmental Adaptability.~~

119  
120 ~~a. Requires the ability to interact with people (i.e., staff, general public and elected officials)~~  
121 ~~beyond giving and/or receiving instructions;~~

122 ~~b. Work is normally performed in an office environment. Headaches, eye strain, carpal~~  
123 ~~tunnel syndrome, and related occupational hazards associated with computer work reflect most~~  
124 ~~common~~

125 ~~potential for injury. However, sometimes, work is performed outside and subject to temperature~~  
126 ~~extremes at various times of the year.~~

127



1 **2.5 Code enforcement officer.**

2 A. Purpose of Position. The purpose of this position is to enforce local, state, and federal laws  
3 and codes relating to the protection of public health, welfare, and land use. This position  
4 reports to the ~~town planner~~Director of Planning and Development. Duties include, but are  
5 not limited to: conducting the permitting process; responding to and performing additional  
6 tasks as assigned by the ~~town planner~~Director of Planning and Development.

7 B. Essential Duties and Responsibilities. The following duties are normal for this position.  
8 These are not to be construed as exclusive or all-inclusive. Other duties may be required  
9 and assigned.

- 10 1. Conducts the permitting process including permit review, initial site inspections, permit  
11 issuance; performs inspections including septic, plumbing and electrical to issuance of  
12 occupancy certificates;
- 13 2. Consults with the ~~town~~Town managerManager, Director of Planning and Development~~town~~  
14 ~~planner~~, and other employees, board members, etc. to advise on subjects of mutual  
15 concern, both immediate and long-term;
- 16 3. Responds to citizen inquiries and/or complaints relating to septic, zoning, plumbing,  
17 electrical, and other health and safety matters; investigates and initiates enforcement action  
18 where deemed appropriate;
- 19 4. Provides advice and information to the zoning board of appeals; attends all ~~zoning b~~Board  
20 of ~~appeals~~ Appeals meetings; provides advice and information to the ~~town~~Town  
21 ~~council~~Council, ~~planning~~Planning boardBoard, and other boards and committees, as  
22 requested; attends their meetings, as necessary;
- 23 5. Serves as town health officer, local plumbing inspector, and code enforcement officer;  
24 ~~Constructs annual budget for code enforcement office;~~  
25 ~~Utilizes various machines and equipment in the delivery of service, such as measuring and~~  
26 ~~surveying equipment, camera, and electrical testing equipment;~~
- 27 6. Reviews and receives various reports, documents, and forms, including: building plans, site  
28 plans, sign permit applications, plot plans, plumbing applications, home occupation  
29 applications, zoning board applications, utility forms and various governmental forms;
- 30 7. Reviews applications to the Kittery ~~port~~Port authority Authority and ~~planning~~Planning board  
31 Board for zoning compliance.

32 ~~Additional Duties and Responsibilities.~~

- 33 8. Performs other related duties as ~~required~~assigned;
- 34 9. Supervises ~~employees as assigned by the town manager~~Development Staff  
35 Assistants/Assistant CEOs/Local Plumbing Inspectors.

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

- 37 1. Bachelor's degree in a related field; with a minimum of three years' experience as a ~~code~~  
38 Code enforcement Enforcement officerOfficer, inspector, or related experience; or any  
39 equivalent combination of education, training, and experience which provides the requisite  
40 knowledge, skills, and abilities for this position.
- 41 2. Must possess state of Maine certifications in legal issues and enforcement techniques,  
42 shore land zoning, zoning and land use, internal plumbing, external plumbing and building  
43 standards and must maintain certifications throughout employment.
- 44 3. Must possess ~~appropriate~~ a valid driver's license.
- 45 4. Ability to understand, interpret, and apply complex land use laws and regulations;



- 46 5. Excellent verbal and writing skills, ability to communicate effectively and in appropriate  
47 professional manner.
- 48 D. Minimum Physical and Mental Abilities Required to Perform Essential Functions.
- 49 1. Physical Requirements.
- 50 a. Must be able to operate a computer, keyboard, printer, telephone, and other equipment  
51 necessary to perform the duties of this position;
- 52 b. Must be able to move or carry job-related objects or materials;
- 53 c. Must be able to sit and stand for long periods;
- 54 d. Must be able to physically traverse a site with potential uneven terrain, construction activity,  
55 and/or limited handicap accessibility;
- 56 e. Must be able to communicate through human speech and in writing;
- 57 f. Must be physically capable of lifting 50 pounds.
- 58 2. Mental Abilities
- 59 a. Requires the ability to develop and maintain positive relationships with employees, vendors,  
60 and departments;
- 61 b. Requires the ability to exercise initiative and good judgement, to set priorities and complete  
62 efforts independently and as a member of a team;
- 63 c. Requires the ability to utilize mathematical formulas, and to understand a variety of  
64 professional, technical and administrative documentation, directions, regulations,  
65 instructions, methods and procedures;
- 66 d. Requires the ability to produce reports that are accurate and complete;
- 67 e. Requires the ability to communicate with people to convey or exchange professional  
68 information;
- 69 f. Ability to cope with situations firmly, courteously, tactfully and with respect for the rights of  
70 others;
- 71 g. Ability to analyze situations quickly and objectively and to determine proper course of action.
- 72
- 73 ~~E. Minimum Physical and Mental Abilities Required to Perform Essential Functions.~~
- 74 ~~1. Physical Requirements.~~
- 75 ~~a. Must be physically able to operate equipment, including, but not limited to: automated~~  
76 ~~office machines and equipment, measuring equipment, level, camera, and electrical testing~~  
77 ~~equipment;~~
- 78 ~~b. Must be able to move or carry job-related objects or materials;~~
- 79 ~~c. Must be physically capable of reaching to obtain various books, printouts, file boxes,~~  
80 ~~computer paper, etc.;~~
- 81 ~~d. Physical demand requirements are at levels of those for light work;~~
- 82 ~~e. Must be physically capable of negotiating sites, climbing ladders and climbing~~  
83 ~~construction staging.~~
- 84 ~~2. Numerical Aptitude.~~
- 85 ~~a. Requires the ability to utilize mathematical formulas; add and subtract; multiply and~~  
86 ~~divide totals; determine percentages; perform calculations involving variables, formulas, square~~  
87 ~~roots, and polynomials; and interpret same as may be appropriate.~~
- 88 ~~3. Language Ability.~~
- 89 ~~a. Requires the ability to read a variety of professional, technical and administrative~~  
90 ~~documentation, directions, regulations, instructions, methods and procedures, and maps;~~
- 91 ~~b. Requires the ability to produce reports and letters with proper format, punctuation,~~  
92 ~~spelling and grammar, using all parts of speech.~~

- 93 ~~4. Interpersonal Communication.~~  
94 ~~a. Requires the ability to communicate with people to convey or exchange professional~~  
95 ~~information.~~  
96 ~~5. Environmental Adaptability.~~  
97 ~~a. Requires the ability to interact with people (i.e., staff, general public and elected officials)~~  
98 ~~beyond giving and/or receiving instructions;~~  
99 ~~b. In part, work is normally performed outside and subject to temperature extremes at~~  
100 ~~various times of the year. Work is performed in an environment with numerous undesirable~~  
101 ~~conditions including noise, dust, fumes, and exposure to heights (ladders, scaffolding, etc.).~~



### 2.1.7 Town Planner.

- A. Purpose of Position. The purpose of this position is to perform ~~all municipal planning and economic development functions~~ ensure development is consistent with the towns land use codes and provide staff services to the ~~planning~~ Planning Board ~~Board~~ for the town of Kittery. This position reports to the ~~town manager~~ Director of Planning and Development. Duties include, but are not limited to: ~~maintaining, updating, and~~ assisting in the development and implementing implementation a growth management program; reviewing development proposals for compliance with town ordinances; ~~guiding economic development and other programs~~ managing the town's GIS data; preparing and updating maps; assisting with developing amendments to the zoning and subdivision ordinances; interpreting ordinances; preparing budgets; and performing additional related tasks as assigned by the town manager Director of Planning and Development.
- B. Essential Duties and Responsibilities. The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.
1. ~~Assists~~ Maintains, updates updating, and implements implementing a comprehensive plan for the town of Kittery; ~~assists in~~ develops developing amendments to the zoning ordinances; receives,.
  2. ~~coordinates, and~~ Reviews development plans for compliance with town ordinances, develops reports, and makes recommendations; produces public notices and abutters' notices; tracks applications through review and approval process;
  3. Coordinates with the Kittery Port Authority on applications that require Planning Board review and/or approval;
  4. Conducts preconstruction hearings, tracks compliance with orders of condition and permit requirements, conducts inspections as needed, and provides follow-up administration of Planning Board permits;
  5. Coordinates with other boards, commissions, committees, staff and departments on applications and development projects that cross multiple disciplines and town jurisdictions;
  6. Prepares ~~planning~~ Planning board ~~Board~~ bi-monthly agendas and meeting packets, including ~~filing, mailing, copying,~~ publishes public notices, posts agendas, and ~~collating~~ distributes packets;
  7. ~~Guides annual five-year capital improvement program;~~ Works on special municipal projects as directed by the ~~town manager;~~ Director;
  8. ~~Represents the municipality in regional planning, transportation, and economic developments organizations and initiatives;~~ Responds to requests for land use data, demographics, and municipal information;
  9. Manages and maintains the GIS data, prepares various maps and images such as the official zoning map, supplemental visual aids;  
~~Recommends municipal position on pending state legislation and prepares budgets;~~  
~~Utilizes various office machines and equipment in the delivery of service, such as computer, telephone, facsimile machine, adding machine, copier, scales, postage meter, and automobile;~~
  10. Reviews and receives various reports, documents, and forms, including: blueprints, wetland alteration applications, and traffic analysis.
  11. Develops documents including: grant applications, draft ordinance amendments, and planning board agendas reports;



- 47 12. Meets with the public to explain code requirements and procedures.  
48 ~~Additional Duties and Responsibilities.~~  
49 ~~Performs additional administrative tasks such as purchasing department supplies,~~  
50 ~~publishing legal notices, posting agendas, and filling out attendance records;~~  
51 13. Performs other related duties as assigned by the Directorrequired.
- 52 C. Essential Training and Experience Required to Perform Essential Functions.  
53 1. Bachelor's degree in urban planning, regional planning, public administration, ~~civil~~  
54 ~~engineering,~~ or related field required, with a minimum of ~~five two~~ years' experience in  
55 municipal planning, professional planning, or related industry; or any equivalent combination  
56 of education, training, and experience which provides the requisite knowledge, skills, and  
57 abilities for this position.  
58 2. Must possess ~~appropriate~~ a valid driver's license.  
59 3. Ability to understand, interpret, and apply complex land use laws and regulations;  
60 4. Excellent verbal and writing skills, ability to communicate effectively and in appropriate  
61 professional manner.
- 62 D. Minimum Physical and Mental Abilities Required to Perform Essential Functions.  
63 1. Physical Requirements.  
64 a. Must be able to operate a computer, keyboard, printer, telephone, and other equipment  
65 necessary to perform the duties of this position;  
66 b. Must be able to move or carry job-related objects or materials;  
67 c. Must be able to sit and stand for long periods;  
68 d. Must be able to physically traverse a site with potential uneven terrain, construction activity,  
69 and/or limited handicap accessibility;  
70 e. Must be able to communicate through human speech and in writing;  
71 f. Must be physically capable of lifting 50 pounds.
- 72 2. Mental Abilities  
73 a. Requires the ability to develop and maintain positive relationships with employees, vendors,  
74 and departments;  
75 b. Requires the ability to exercise initiative and good judgement, to set priorities and complete  
76 efforts independently and as a member of a team;  
77 c. Requires the ability to utilize mathematical formulas, and to understand a variety of  
78 professional, technical and administrative documentation, directions, regulations,  
79 instructions, methods and procedures;  
80 d. Requires the ability to produce reports that are accurate and complete;  
81 e. Requires the ability to communicate with people to convey or exchange professional  
82 information;  
83 f. Ability to cope with situations firmly, courteously, tactfully and with respect for the rights of  
84 others;  
85 g. Ability to analyze situations quickly and objectively and to determine proper course of action.
- 86 ~~1.~~  
87 ~~a. Must be physically able to operate a variety of automated office machines and equipment,~~  
88 ~~including, but not limited to: computer, keyboard, printer, facsimile machine, copier, blue print~~  
89 ~~machine, and telephone;~~  
90 ~~b. Must be able to move or carry job-related objects or materials;~~  
91 ~~c. Must be physically capable of reaching to obtain various books, printouts, file boxes,~~  
92 ~~computer paper, etc;~~

- 93 ~~d. Physical demand requirements are usually at levels of those for sedentary or office~~  
94 ~~environment work. There are times during site visits that the physical demand requirements~~  
95 ~~are higher depending on the site's development.~~
- 96 ~~2. Numerical Aptitude:~~
- 97 ~~a. Requires the ability to utilize mathematical formulas; add and subtract; multiply and divide~~  
98 ~~totals; determine percentages; perform calculations involving variables, formulas, square~~  
99 ~~roots, and polynomials; and interpret same as may be appropriate.~~
- 100 ~~3. Language Ability:~~
- 101 ~~a. Requires the ability to read a variety of professional, legal, technical and administrative~~  
102 ~~documentation, directions, regulations, instructions, methods and procedures;~~
- 103 ~~b. May require the ability to produce reports with proper format, punctuation, spelling and~~  
104 ~~grammar, using all parts of speech.~~
- 105 ~~4. Interpersonal Communication:~~
- 106 ~~a. Requires the ability to communicate with people to convey or exchange professional~~  
107 ~~information.~~
- 108 ~~5. Environmental Adaptability:~~
- 109 ~~a. Requires the ability to interact with people (i.e., staff, general public and elected officials)~~  
110 ~~beyond giving and/or receiving instructions;~~
- 111 ~~b. Work is normally performed in an office environment. Headaches, eye strain, carpal~~  
112 ~~tunnel syndrome, and related occupational hazards associated with computer work reflect~~  
113 ~~most common potential for injury. In part, work is performed outside and subject to~~  
114 ~~temperature extremes at various times of the year.~~



1 **3.1 Tax assessor.**

2 A. Purpose of Position. The purpose of this position is to ~~supervise and~~ manage the day-to-day  
3 activities of the assessing ~~department~~functions. This position reports to the ~~town~~  
4 ~~manager~~Director of Planning and Development. Duties include, but are not limited to:  
5 ~~supervising staff; delegating work;~~ reviewing all values of property; ensuring all property is  
6 maintained at fair market value; measuring and listing all properties; preparing and  
7 processing reports; providing professional staff services to the Board of Assessment  
8 Review, and performing additional tasks as assigned by the ~~town manager~~Director of  
9 Planning and Development.

10 B. Essential Duties and Responsibilities. The following duties are normal for this position.  
11 These are not to be construed as exclusive or all-inclusive. Other duties may be required  
12 and assigned.

13 ~~Supervises and evaluates assigned staff; manages employee concerns; directs work~~  
14 ~~assignments, and counsels/disciplines employees, when necessary; provides departmental~~  
15 ~~employee training and development;~~

- 16 1. Devises procedures for compiling, computing, and analyzing valuation data according to  
17 knowledge of statistical principles and accepted valuation theories; maintains all residential,  
18 commercial, and industrial property at current fair value;
- 19 2. Processes abatement applications; processes inquiries to defend assessments throughout  
20 the appeal process;
- 21 3. Reviews and inspects property for new construction to determine proper assessment;  
22 measures and lists all new properties for the town;
- 23 4. Provides residents with up-to-date information in regard to assessments via news and press  
24 releases; serves as liaison with tax payers to ensure a positive public relations image;  
25 explains how property values are determined to general public;
- 26 5. Assists ~~town~~Town manager ~~Manager~~ and other department heads concerning assessing  
27 ~~issues which interact with the assessing department;~~ prepares reports and questionnaires  
28 for the state of Maine Revenue Services;  
29 ~~Utilizes various office machines and equipment in the delivery of service, such as computer,~~  
30 ~~telephone, facsimile machine, adding machine, copier, and postage meter;~~
- 31 6. Reviews and receives various reports, documents, and forms, including, deeds, maps,  
32 appraisals, building plans, appraisals, property record cards, technical reports, narrative  
33 reports, and letters.

34 ~~Additional Duties and Responsibilities.~~

- 35 7. Performs administrative tasks such as answering phones, taking and relaying messages,  
36 making copies; faxing documents; typing documents, filling out cards, and maintaining files;
- 37 8. Processes declarations of value; determines what properties need to be checked due to  
38 sale being higher or lower than assessed value;
- 39 9. Performs other related duties as ~~required~~assigned.

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

- 41 1. High school diploma or GED required, with a minimum of three years' experience as an  
42 assessor; or any equivalent combination of education, training, and experience which  
43 provides the requisite knowledge, skills, and abilities for this position.

44 ~~Supervisory experience required.~~

- 45 2. Must possess ~~appropriate~~ a valid driver's license.



- 46 3. Must pass the state of Maine Department of Revenue and Finance Assessor certification  
47 exam and retain certification throughout the duration of employment.  
48 4. Ability to understand, interpret, and apply complex land use laws and regulations;  
49 5. Excellent verbal and writing skills, ability to communicate effectively and in appropriate  
50 professional manner.

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

52 1. Physical Requirements.

- 53 a. Must be able to operate a computer, keyboard, printer, telephone, and other equipment  
54 necessary to perform the duties of this position;  
55 b. Must be able to move or carry job-related objects or materials;  
56 c. Must be able to sit and stand for long periods;  
57 d. Must be able to physically traverse a site with potential uneven terrain, construction activity,  
58 and/or limited handicap accessibility;  
59 e. Must be able to communicate through human speech and in writing;  
60 f. Must be physically capable of lifting 50 pounds.

61 2. Mental Abilities

- 62 a. Requires the ability to develop and maintain positive relationships with employees, vendors,  
63 and departments;  
64 b. Requires the ability to exercise initiative and good judgement, to set priorities and complete  
65 efforts independently and as a member of a team;  
66 c. Requires the ability to utilize mathematical formulas, and to understand a variety of  
67 professional, technical and administrative documentation, directions, regulations,  
68 instructions, methods and procedures;  
69 d. Requires the ability to produce reports that are accurate and complete;  
70 e. Requires the ability to communicate with people to convey or exchange professional  
71 information;  
72 f. Ability to cope with situations firmly, courteously, tactfully and with respect for the rights of  
73 others;  
74 g. Ability to analyze situations quickly and objectively and to determine proper course of action.

75 ~~E. Minimum Physical and Mental Abilities Required to Perform Essential Functions.~~

76 ~~1. Physical Requirements.~~

- 77 ~~a. Must be physically able to operate a variety of automated office machines and~~  
78 ~~equipment, including, but not limited to: computer, typewriter, facsimile machine, copier, and~~  
79 ~~telephone;~~  
80 ~~b. Must be able to move or carry job-related objects or materials and be physically able to~~  
81 ~~conduct field work;~~  
82 ~~c. Must be physically capable of reaching to obtain various books, printouts, file boxes,~~  
83 ~~computer paper, etc.;~~  
84 ~~d. Physical demand requirements are at levels of those for sedentary or office environment~~  
85 ~~work.~~  
86 ~~2. Numerical Aptitude.~~  
87 ~~a. Requires the ability to utilize mathematical formulas; add and subtract; multiply and~~  
88 ~~divide totals; determine percentages; perform statistical calculations; and interpret same as may~~  
89 ~~be appropriate.~~  
90 ~~3. Language Ability.~~  
91



- 92 a. ~~Requires the ability to read a variety of professional, technical and administrative~~  
93 ~~documentation, directions, regulations, instructions, methods and procedures;~~
- 94 b. ~~May require the ability to produce reports with proper format, punctuation, spelling and~~  
95 ~~grammar, using all parts of speech.~~
- 96 4. ~~Interpersonal Communication.~~
- 97 a. ~~Requires the ability to communicate with people to convey or exchange professional~~  
98 ~~information.~~
- 99 5. ~~Environmental Adaptability.~~
- 100 a. ~~Requires the ability to interact with people (i.e., staff, general public and elected officials)~~  
101 ~~beyond giving and/or receiving instructions;~~
- 102 b. ~~Work is normally performed in an office environment. Headaches, eye strain, carpal~~  
103 ~~tunnel syndrome, and related occupational hazards associated with computer work reflect most~~  
104 ~~common potential for injury. In part, work is performed outside and subject to temperature~~  
105 ~~extremes at various times of the year.~~



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

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**REPORT TO TOWN COUNCIL**

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Meeting Date: November 27, 2017  
From: Kendra Amaral, Town Manager  
Subject: Title 2 Amendments: Facility Maintenance Supervisor  
Councilor Sponsor: Chairperson Kenneth Lemont

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**EXECUTIVE SUMMARY**

Through negotiations with the Professional Unit, and in accordance with the Collective Bargaining Agreement, approved on November 13 by the Town Council, I am seeking to establish the Facility Maintenance Supervisor position.

This position was sought by the administration in recognition of the need to have an experienced and skilled supervisor responsible for overseeing the maintenance and cleaning of various municipal facilities.

Currently this role is being informally performed by a member of the custodial team at the Community Center.

This position is expected to be filled internally and will not increase the number of full-time staff. The compensation was negotiated with the Professional Unit and is included in the CBA. The FY18 Recreation Department budget was developed to include the increase in wages anticipated from this position.

**STATEMENT OF NEED**

The administration is responsible for a significant number of municipal facilities. The management of the maintenance and cleaning of each facility is currently handled in a somewhat disconnected and uneven manner, depending on the skills and resources of each department responsible for the facility. The town does not have a comprehensive facility management plan.

This position will allow for a more unified and coordinated approach to facility maintenance and upkeep, consolidate functions, and take advantage of expertise currently available to only certain departments.

Initially it is expected this position will be focused on the Town Hall (Police Station inclusive), Community Center, and Public Works office building. Over time it may grow to include more municipal facilities as appropriate. It is not expected for this position to have a role in coordinating



the cleaning and maintenance of park facilities, however, the Facility Maintenance Supervisor may serve as an expert resource for the Public Works Department as needed.

For continuity, the position will report to the Community Services Director/General Manager.

**PROPOSED SOLUTION/RECOMMENDATION**

Adopt the proposed Title 2 amendments, and Policy changes as proposed.

1 **TITLE 2**

2 **PROPOSED AMENDMENT**

3 **ADD:**

4 **2.4.4.10 Facilities Maintenance Supervisor**

5 A. Purpose of Position: The purpose of this position is to manage the custodian staff and  
6 building maintenance responsibilities of the Kittery Community Center, Town Hall and other  
7 municipal facilities as assigned. Duties include, but are not limited to: overseeing town facility  
8 maintenance programs, coordinating and performing varied custodial and building maintenance  
9 functions; supervising all custodians at the Community Center, Town Hall and other buildings as  
10 assigned. This position reports to the Community Services Director/General Manager.



## Chapter 2.5 COMPENSATION

	<b>Position</b>	<b>Established By</b>
1		
2	2.4.1.1 Town Manager	Council
3	2.4.1.2 Town Clerk/Register of Voters	Council
4	2.4.1.3 Deputy Town Clerk / General Assistance Administrator	Union Contract
5	2.4.1.4 Assistant Town Clerk	Union Contract
6	2.4.1.5 Deputy Treasurer	Union Contract
7	2.4.1.6 Accountant	Union Contract
8	2.4.1.7 Administrative Clerk	Union Contract
9	2.4.1.8 Secretary to the Town Manager	Council
10	2.4.1.9 Finance Director	Council
11	2.4.1.10 Shoreland/Environmental Resource Officer	Council
12	2.4.1.11 Harbormaster	Port Authority
13	2.4.1.12 Human Resources Generalist	Council
14	2.4.2.1 Planner	Council
15	2.4.2.2 Development Staff Assistant / Assistant Code Enforcement	Union Contract
16	Officer / Plumbing Inspector	
17	2.4.2.3 Development Staff Clerk	Union Contract
18	2.4.2.4 Assistant Town Planner	Union Contract
19	2.4.2.5 Code Enforcement Officer	Union Contract
20	2.4.2.5.1 Building Official	Council
21	2.4.2.5.2 Deputy Building Official	Council
22	2.4.2.6 Building Inspector	Council
23	2.4.3.1 Assessor	Union Contract
24	2.4.4.1 Recreation Director/General Manager	Council
25	2.4.4.2 Secretary / Bookkeeper	Union Contract
26	2.4.4.3 Assistant Recreation Director/Assistant General Manager	Union Contract
27	2.4.4.4 Safe Alternatives for Enrichment (S.A.F.E.) Coordinator	Union Contract
28	2.4.4.5 Program Coordinator	Union Contract
29	2.4.4.6 Recreation Supervisor	Union Contract
30	2.4.4.7 Early Childcare Supervisor/Head Teacher	Union Contract
31	2.4.4.8 Sports Coordinator	Union Contract
32	2.4.4.9 Head Custodian	Union Contract
33	<u>2.4.4.10 Facility Maintenance Supervisor</u>	<u>Union Contract</u>
34	2.4.5.1 Police Chief	Council
35	2.4.5.2 Lieutenant	Council
36	2.4.5.3 Administrative Assistant to Chief of Police	Council
37	2.4.5.4 Sergeant	Union Contract
38	2.4.5.5 School Resource Officer	Union Contract
39	2.4.5.6 Court Officer	Union Contract
40	2.4.5.7 Detective	Union Contract

**KITTERY TOWN CODE TITLE 2, PROPOSED AMENDMENT –  
FACILITIES MAINTENANC SUPERVISOR**

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

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

10 **WHEREAS**, the personnel director is obligated to prepare personnel rules which the Council  
11 adopts by ordinance and said ordinance establishes the classification of all town positions,  
12 based on the duties, authority and responsibility of each position, with adequate provision for  
13 reclassification of any position whenever warranted by changed circumstances; and

14 **WHEREAS**, the maintenance and cleaning of municipal facilities are currently uncoordinated  
15 leaving an uneven approach to facility management; and

16 **WHEREAS**, a more unified and coordinated approach to facility management will better serve  
17 the community, save money in the long-term, and ensure that the administration is properly  
18 stewarding the care and management of the town’s various facilities; and

19 **WHEREAS**, with the creation of a Facility Maintenance Supervisor position, the town will have a  
20 role responsible for overseeing the town facility maintenance programs, coordinating cleaning  
21 and repair efforts, and assisting in the development and implementation of a facility  
22 management plan.

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

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

27 20\_\_\_\_, by: \_\_\_\_\_ {NAME} Motion to approve by Councilor

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

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

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

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



1 **4.10 Facilities Maintenance Supervisor**

2 A. Purpose of Position: The purpose of this position is to manage the custodian staff and  
3 building maintenance responsibilities of the Kittery Community Center, Town Hall and other  
4 municipal facilities as assigned. Duties include, but are not limited to: overseeing town facility  
5 maintenance programs, coordinating and performing varied custodial and building maintenance  
6 functions; supervising all custodians at the Community Center, Town Hall and other buildings as  
7 assigned. This position reports to the Community Services Director/General Manager.

8 B. Essential Duties and Responsibilities: The following duties are normal for this position.  
9 These are not to be construed as exclusive or all-inclusive. Other duties may be required and  
10 assigned.

- 11 1. Oversees all cleaning operations and custodial staff at various facilities, establishes and  
12 oversees the cleaning and maintenance schedule;
- 13 2. Troubleshoots building-systems issues, obtains cost estimates, provides recommendations  
14 for resolutions to issues, retains and coordinates assistance from contracted services as  
15 approved;
- 16 3. Develops a Facility Management Plan and assists with long-range preventative  
17 maintenance program development and implementation;
- 18 4. Responds to building emergencies such as power outages, boiler issues, severe weather,  
19 water leaks, etc.;
- 20 5. Prioritizes all maintenance requests and ensures timely and quality completion of repairs;
- 21 6. Monitors building controls and reporting systems for potential issues, makes adjustments to  
22 regulate building temperatures and other building systems as needed;
- 23 7. Tracks custodial expenses for the Town Hall, Community Center and assigned areas;  
24 provides spending forecasts, reports, and recommendations for future funding needs,  
25 assists in development of annual operating budget and five-year capital improvement plan;
- 26 8. Orders janitorial supplies and equipment, keeps inventory of supplies, conducts custodial  
27 equipment inspections and determines equipment needs, repairs equipment as appropriate;
- 28 9. Removes or directs removal of snow in walkways and stairwells for various buildings;
- 29 10. Makes light carpentry repairs to buildings. repairs and maintains building equipment as  
30 appropriate;
- 31 11. Maintains SDS sheets for various town facilities;
- 32 12. Supervises and participates in tasks involved in setting up rooms for functions at the  
33 Community Center;
- 34 13. Performs other duties as assigned by the Community Services Director/General Manager.

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

- 36 1. High School diploma or equivalent required, with a minimum of five years' experience in  
37 building custodial and maintenance work with progressively responsible supervisory  
38 experience;
- 39 2. Must possess a valid driver's license;
- 40 3. Working knowledge of the methods and supplies used in day-to-day maintenance and  
41 cleaning of buildings;
- 42 4. Available to work a varied schedule including evenings and weekend hours to accomplish  
43 supervision of staff on alternate shifts;
- 44 5. Excellent verbal and writing skills, ability to communicate effectively and in appropriate  
45 professional manner;

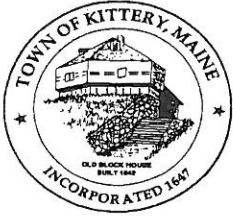
46 D. Minimum Physical and Mental Abilities Required to Perform Essential Functions.

- 47 1. Physical Requirements.
  - 48 a. Must be able to operate hand tools, power tools, cleaning equipment, a computer, keyboard,  
49 printer, telephone, and other equipment necessary to perform the duties of this position;
  - 50 b. Must be able to move or carry job-related objects or materials;



- 51 c. Must be able to sit and stand for long periods;
- 52 d. Must be able to communicate through human speech and in writing;
- 53 e. Must be physically capable of lifting 75 pounds.
- 54 2. Mental Abilities
- 55 a. Requires the ability to develop and maintain positive relationships with employees, vendors,
- 56 and departments;
- 57 b. Requires the ability to exercise initiative and good judgement, to set priorities and complete
- 58 efforts independently and as a member of a team;
- 59 c. Requires the ability to utilize mathematical formulas, and to understand a variety of
- 60 professional, technical and administrative documentation, directions, regulations,
- 61 instructions, methods and procedures;
- 62 d. Requires the ability to produce reports that are accurate and complete;
- 63 e. Requires the ability to communicate with people to convey or exchange professional
- 64 information;
- 65 f. Ability to cope with situations firmly, courteously, tactfully and with respect for the rights of
- 66 others;
- 67 g. Ability to analyze situations quickly and objectively and to determine proper course of action.





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

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

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

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

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

"Same as above"

Mailing address and telephone number of owner of the real estate: \_\_\_\_\_

PO Box 968 Portsmouth NH 03802 207-703-0899

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

Indoor - Hall  
Out Door - Parking Lot / Patio

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

8 pm - 1 AM Friday & Saturday

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

D.J. - Karaoke - Live Band

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

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

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

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

Non-Profit Charitable Fraternity  
for charity & Community Fund Raising

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

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

Loyal order of Moose # 444  
John Wentworth - Administrator

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

DATE OF APPLICATION: 11/29/17

SIGNATURE OF APPLICANT: John Wentworth Admin

APPLICANT'S NAME: John Wentworth  
(please print)

ADDRESS: 1098 maplewood Ave Portsmouth  
(please print)

TELEPHONE NUMBER: 603-828-8735

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

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





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

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

Applicant (Sole Proprietor, Corporation, Limited Liability Co.): BEDROCK RESTAURANT ENT. INC.  
(please print)

Applicant Address: 10 SHAPLEIGH ROAD, KITTERY, ME 03904  
(please print)

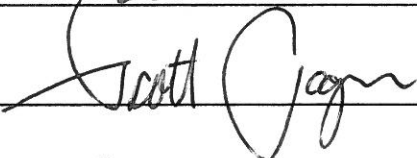
Applicant's mailing address if different from above: 105 HAIDE ROAD, ELIOT, ME. 03903

Date of Birth (Sole Proprietor): \_\_\_\_\_ Applicant's Telephone Number: 603.781.7121

Business Name: BLUE MERMAID  
(please print)

Business Address: 10 SHAPLEIGH ROAD, KITTERY, ME. 03903  
(please print)

Business Telephone Number: TBD

Signature of Applicant:  DATE: 7/10/17

Applicant's Name: SCOTT LOGAN  
(please print)

LICENSE FEE: \$ 50.00

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

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



TOWN OF KITTERY  
P. O. Box 808  
Kittery, ME 03904  
207-439-0452

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

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

BEDROCK RESTAURANT ENTERPRISES INC  
10 SHAPLEIGH ROAD UNIT B/C KITTERY MAINE 03904 (S CORP)

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

BLUE MERMAID 10 SHAPLEIGH ROAD UNIT B/C KITTERY ME. 03904

Mailing address and telephone number of owner of the real estate: Driscoll Realty

PO BOX 207 KITTERY ME 03905 207-439-7502

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

AREA TO THE RIGHT OF THE BAR

Set forth the specific time periods between which the special activity/amusement will occur: TRIVIA - MONDAY 7-9pm

OPEN MIC - WEDNESDAY 8-11pm JAZZ - THURSDAY 7-10pm MUSIC - FRIDAY & SATURDAY 8-11pm

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

TRIVIA & MUSIC

Has any individual(s), partner(s), majority shareholder(s) of the business entity, seeking to hold this permit, been convicted of a felony or had any similar type of amusement or activity permit been denied or revoked within the past ten (10) years by any other municipal or state authority, agency or board? If so, give the state of conviction for any felony and describe specifically the circumstances of any such denial or revocation giving the state or city and date of such denial or revocation:

NO



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

BLUE MERMAID ISLAND BALL RELAXING TO KITTELY.

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

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

SCOTT LOYAN PRESIDENT BEDROCK RESTAURANT ENTERPRISES INC.

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

DATE OF APPLICATION: 11/25/17

SIGNATURE OF APPLICANT: 

ADDRESS: 10 SHAPLEIGH ROAD KITTELY ME 03904

TELEPHONE NUMBER: 603-781-7121

**FEE: \$20.00 per year (Please make check payable to "Town of Kittery")  
Must be renewed annually**

PLEASE SUBMIT THIS FORM AND APPROPRIATE FEE TO THE TOWN CLERK'S  
OFFICE, P.O. BOX 808, KITTELY, ME 03904

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

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

NEW application:  Yes  No

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

INDICATE TYPE OF PRIVILEGE:  MALT  VINOUS  SPIRITUOUS

**INDICATE TYPE OF LICENSE:**

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

**REFER TO PAGE 3 FOR FEE SCHEDULE**

**ALL QUESTIONS MUST BE ANSWERED IN FULL**

Corporation Name: <b>Bedrock Restaurant Enterprises Inc.</b>		Business Name (D/B/A) <b>Blue Mermaid</b>	
APPLICANT(S) –(Sole Proprietor)      DOB:		Physical Location: <b>10 Shapleigh Riad</b>	
DOB:		City/Town	State
		<b>Kittery ME 03904</b>	
Address <b>10 Shapleigh Road</b>		Mailing Address <b>10 Shapleigh Road</b>	
City/Town	State	City/Town	State
<b>Kittery ME 03904</b>		<b>Kittery ME 03904</b>	
Telephone Number	Fax Number	Business Telephone Number	Fax Number
<b>207-703-2754</b>		<b>207-703-2754</b>	
Federal I.D. # <b>02-0470449</b>	Seller Certificate #: or Sales Tax #: <b>1187752</b>		
Email Address: Please Print <b>thebluemermaid@cs.com</b>	Website:		

If business is NEW or under new ownership, indicate starting date: December 18, 2017

Requested inspection date: December 14, 2017      Business hours: 11:30am - 12:00 am

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

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

\_\_\_\_\_  
Physical Location      City / Town



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


Name in Full (Print Clearly)	DOB	Place of Birth
Scott Logan	7/14/1960	Wellsboro PA
Karen Logan	3/3/1962	Manchester NH
Residence address on all of the above for previous 5 years (Limit answer to city & state)		
Eliot ME		

11. Has/have applicant(s) or manager ever been convicted of any violation of the law, other than minor traffic violations, of any State of the United States? YES  NO
- Name: \_\_\_\_\_ Date of Conviction: \_\_\_\_\_
- Offense: \_\_\_\_\_ Location: \_\_\_\_\_
- Disposition: \_\_\_\_\_ (use additional sheet(s) if necessary)
12. Will any law enforcement official benefit financially either directly or indirectly in your license, if issued?  
Yes  No  If Yes, give name: \_\_\_\_\_
13. Has/have applicant(s) formerly held a Maine liquor license? YES  NO
14. Does/do applicant(s) own the premises? Yes  No  If No give name and address of owner: Discoll Realty, P.O. Box 207, Kittery ME 03904 \_\_\_\_\_
15. Describe in detail the premises to be licensed: **(On Premise Diagram Required)** see attached
16. Does/do applicant(s) have all the necessary permits required by the State Department of Human Services?  
YES  NO  Applied for: December 4, 2017
17. What is the distance from the premises to the **NEAREST** school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel? 1/2 mile
- Which of the above is nearest? School
18. Have you received any assistance financially or otherwise (including any mortgages) from any source other than yourself in the establishment of your business? YES  NO
- If YES, give details: Commercial Loan through Kennebunk Savings Bank

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

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

Dated at: Kittery on November 27, 2017  
Town/City, State Date

  
 Signature of Applicant or Corporate Officer(s)  
**Scott Logan**  
 Print Name

**Please sign in blue ink**

\_\_\_\_\_  
 Signature of Applicant or Corporate Officer(s)  
 \_\_\_\_\_  
 Print Name

**FEE SCHEDULE**

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

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



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

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

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

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

Please clearly complete this form in its entirety.

- Exact legal name: Bedrock Restaurant Enterprises Inc.
- Doing Business As, if any: Blue Mermaid
- Date of filing with Secretary of State: 7/11/17 State in which you are formed: NH
- If not a Maine business entity, date on which you were authorized to transact business in the State of Maine:  
7/11/17
- List the name and addresses for previous 5 years, birth dates, titles of officers, directors and list the percentage ownership: (attach additional sheets as needed)

NAME	ADDRESS (5 YEARS)	Date of Birth	TITLE	Ownership %
Scott Logan	105 Houde Road, Eliot ME	7/14/60	President	81%
Donna Lencki	256 Kings Highway, Kennebunkport ME	3/25/59	None	19%

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

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



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

Yes  No  If Yes, Name: \_\_\_\_\_ Agency: \_\_\_\_\_

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

Yes  No

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

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

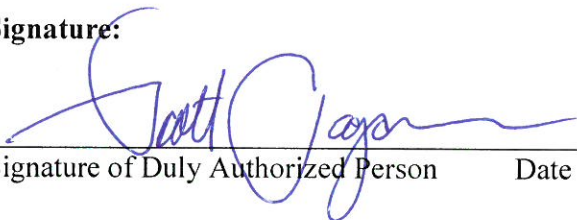
Date of Conviction: \_\_\_\_\_

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

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

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

Signature:

  
\_\_\_\_\_  
Signature of Duly Authorized Person      Date

November 27, 2017  
\_\_\_\_\_

**Scott Logan**  
\_\_\_\_\_

Print Name of Duly Authorized Person

---

Submit Completed Forms to:

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



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

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

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

**TO STATE OF MAINE MUNICIPAL OFFICERS & COUNTY COMMISSIONERS:**

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

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

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

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

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

**THIS APPROVAL EXPIRES IN 60 DAYS**

**NOTICE – SPECIAL ATTENTION**

**§653. Hearings; bureau review; appeal**

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

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

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

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



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

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

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

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

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

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

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

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

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

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

A. [1993, c. 730, §27 (RP).]

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

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

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

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

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

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

**Completed the application and sign the form.**

**Signed check with correct license fee and filing fee.**

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

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

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

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

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

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

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

NEW application:  Yes  No

PRESENT LICENSE EXPIRES 1/10/2018

INDICATE TYPE OF PRIVILEGE:  MALT  VINOUS  SPIRITUOUS

**INDICATE TYPE OF LICENSE:**

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

REFER TO PAGE 3 FOR FEE SCHEDULE

**ALL QUESTIONS MUST BE ANSWERED IN FULL**

Corporation Name: <b>Loyal Order of Moose 444</b>			Business Name (D/B/A) <b>Loyal Order of Moose 444</b>		
APPLICANT(S) –(Sole Proprietor) <b>Loyal Order of Moose 444</b>			DOB:		
DOB:			Physical Location: <b>76 US Rte One Bypass</b>		
Address <b>76 US Rte 1 Bypass</b>			Mailing Address <b>PO Box 968</b>		
City/Town <b>Kittery</b>		State <b>Maine</b>	City/Town <b>Portsmouth</b>		State <b>New Hampshire</b>
Zip Code <b>03904</b>			Zip Code <b>03802</b>		
Telephone Number <b>207-703-0899</b>		Fax Number		Business Telephone Number <b>207-703-0899</b>	
Federal I.D. # <b>02-0219930</b>		Seller Certificate #: or Sales Tax #: <b>1183183</b>			
Email Address: Please Print <b>lodge444@mooseunits.org</b>			Website:		

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

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

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

2. State amount of gross income from period of last license: ROOMS \$ \_\_\_\_\_ FOOD \$ \_\_\_\_\_ LIQUOR \$ 5764.60

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

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

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

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

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

\_\_\_\_\_  
Physical Location                      City / Town

5. Do you permit dancing or entertainment on the licensed premises? YES  NO
6. If manager is to be employed, give name: \_\_\_\_\_
7. Business records are located at: 76 US Rte 1 Bypass
8. Is/are applicant(s) citizens of the United States? YES  NO
9. Is/are applicant(s) residents of the State of Maine? YES  NO
10. List name, date of birth, and place of birth for all applicants, managers, and bar managers. Give maiden name, if married:  
Use a separate sheet of paper if necessary.

Name in Full (Print Clearly)	DOB	Place of Birth
John Wentworth	01-26-1969	Dover N.H.
Residence address on all of the above for previous 5 years (Limit answer to city & state)		
John Wentworth 1098 Maplewood Ave Portsmouth N.H. 03801		

11. Has/have applicant(s) or manager ever been convicted of any violation of the law, other than minor traffic violations, of any State of the United States? YES  NO
- Name: \_\_\_\_\_ Date of Conviction: \_\_\_\_\_
- Offense: \_\_\_\_\_ Location: \_\_\_\_\_
- Disposition: \_\_\_\_\_ (use additional sheet(s) if necessary)
12. Will any law enforcement official benefit financially either directly or indirectly in your license, if issued?  
Yes  No  If Yes, give name: \_\_\_\_\_
13. Has/have applicant(s) formerly held a Maine liquor license? YES  NO
14. Does/do applicant(s) own the premises? Yes  No  If No give name and address of owner: \_\_\_\_\_
15. Describe in detail the premises to be licensed: (On Premise Diagram Required) 2500 Sq Foot Building
16. Does/do applicant(s) have all the necessary permits required by the State Department of Human Services?  
YES  NO  Applied for: \_\_\_\_\_
17. What is the distance from the premises to the NEAREST school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel? 2 Miles
- Which of the above is nearest? Shapleigh School
18. Have you received any assistance financially or otherwise (including any mortgages) from any source other than yourself in the establishment of your business? YES  NO
- If YES, give details: \_\_\_\_\_





**Bureau of Alcoholic Beverages  
 Division of Liquor Licensing & Enforcement  
 8 State House Station  
 Augusta, ME 04333-0008  
 Tel: (207) 624-7220 Fax: (207) 387-3434**

**SUPPLEMENTARY QUESTIONNAIRE FOR CLUB APPLICANTS**

1. Legal Club Name: Loyal Order of Moose #444

2. D/B/A Name: \_\_\_\_\_

3. Complete Title, name, date of birth and telephone number for each principal officer of the club:

Title	Name	Birth Date	Telephone
Governor	Mark Bisbee	10/4/60	603-235-3603
Jr Governor	Jeffrey Bell	7/20/64	603-834-4907
Treasurer	Kevin Gilman	11/15/59	603-817-1680
Administratior	John Wentworth	1/26/69	603-828-8735

4. Date Club was incorporated: 2/3/91

5. Purpose of Club:  Social  Recreational  Patriotic  Fraternal

6. Date regular meetings are held: 1st & 3rd Tuesday monthly

7. Date of election of Club Officers: March

8. Date elected officers are installed: April 1st

9. Total Membership: 196 Annual Dues: \$40 Payable When: annually

10. Does the Club cater to the public or to groups of non-members on the premises? Yes  No

11. Excluding salaries, will any person, other than the Club, receive any of the financial profits from the sales of liquors? Yes  No

12. If a manager or steward is employed, complete the following:

Name: John Wentworth Date of Birth: 1/26/69

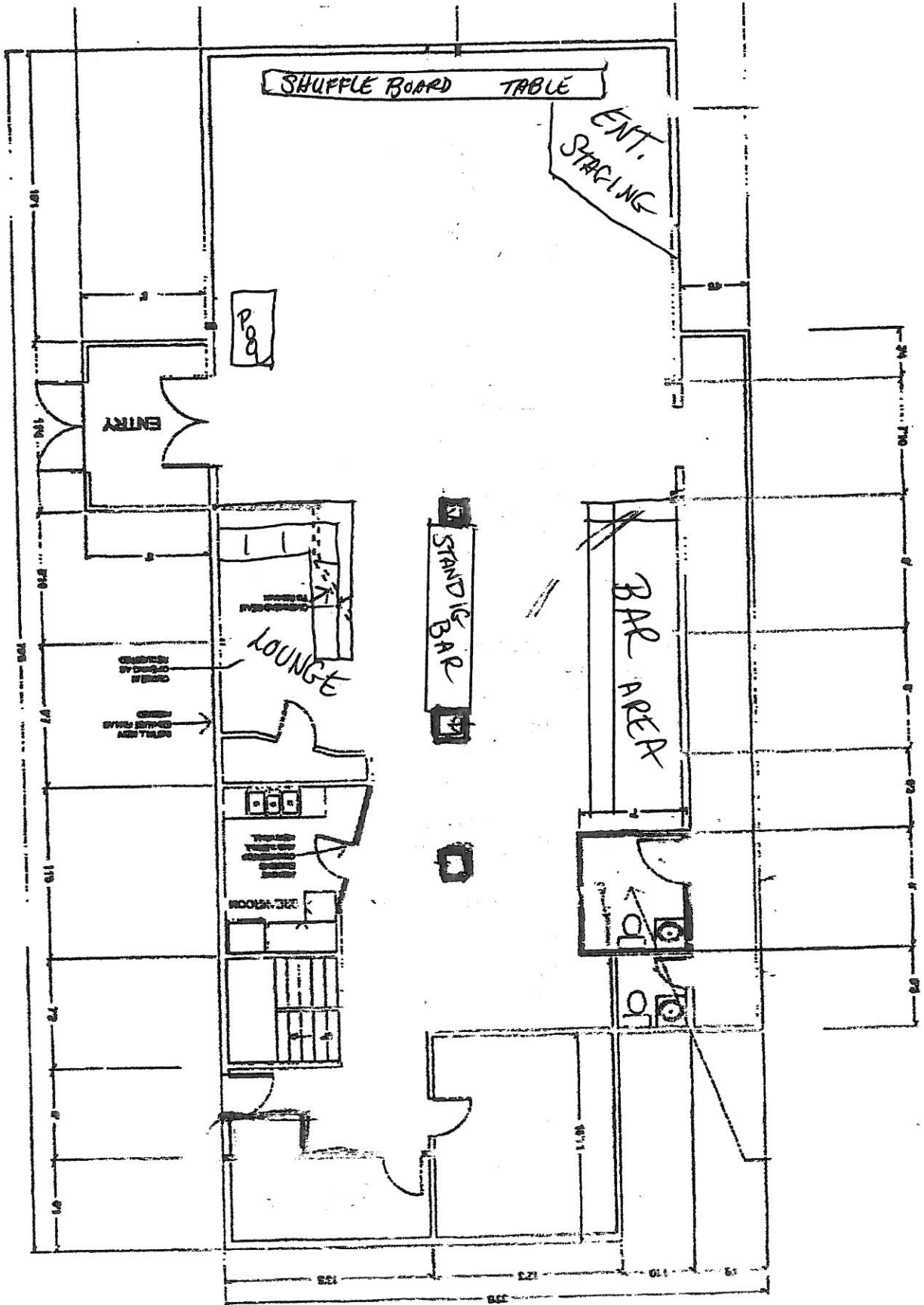
*John Wentworth* Sign in blue ink Admin  
 Signature & Title of Club Officer

11/7/17  
 Date

John Wentworth  
 Print Name & Title of Club Officer

Rt. 1

PARK-226  
707



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

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

Dated at: Kittery Maine on November 7, 20 17  
Town/City, State Date

Mark Bisbee  
Signature of Applicant or Corporate Officer(s)  
**Mark Bisbee**  
Print Name

Please sign in blue ink

John Wentworth  
Signature of Applicant or Corporate Officer(s)  
**John Wentworth**  
Print Name

**FEE SCHEDULE**

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

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



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

This application must be completed and signed by the Town or City and mailed to:

Bureau of Alcoholic Beverages and Lottery Operations

Division of Liquor Licensing and Enforcement

8 State House Station, Augusta, ME 04333-0008.

Payments by check subject to penalty provided by Title 28A, MRS, Section 3-B.

**TO STATE OF MAINE MUNICIPAL OFFICERS & COUNTY COMMISSIONERS:**

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

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

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

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

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

**THIS APPROVAL EXPIRES IN 60 DAYS**

**NOTICE – SPECIAL ATTENTION**

**§653. Hearings; bureau review; appeal**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A. [1993, c. 730, §27 (RP) .]

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

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

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

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

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

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

**Completed the application and sign the form.**

**Signed check with correct license fee and filing fee.**

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

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

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

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

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



**CENTRAL MAINE  
POWER**

November 21, 2017

Town of Kittery  
200 Rogers Road  
Kittery, ME 03904

CMP Job # 801000163818

RE: State Pole Permit  
For Your Records

Dear Town Manager:

Consistent with Section 35-A M.R.S.A. Section 2503, Central Maine Power Company is providing you with the attached copy of Notification for Utility Location Permit that has been submitted to the MDOT.

This letter also serves as notice that as part of pole setting activity, trimming of vegetation may be required. If you wish to discuss any of these construction activities, please do not hesitate to contact the primary contact person listed on the pole permit application.

Sincerely,

Patricia Shore  
Central Maine Power  
Line Clerk

Attachment

cc: file

For your records.



**Maine Department of Transportation  
Utility Location Permit Application**

Utility Job/W.O. No.  
801000163818

14 Day Permit by Rule (PBR)     30 Day Permit by Rule (PBR)     Statutory Application     MaineDOT Project

**Applicant Information:** Date: 11/13/2017  
 Utility Name: Central Maine Power PBR #:: \_\_\_\_\_  
 Joint Utility: N/A Joint PBR #:: \_\_\_\_\_

**Primary Contact Information:**  
 Name: Elaine Titherington Phone: 629-2542 Cell: 242-3803  
 Address: 438 Sanford Road Email: Elaine.Titherington@cmpco.com  
 Town: Alfred State: Maine ZIP 04002

**Proposed Installation:** *\*Please attach a Location Map and Sketch Plan\**  
 Town: Kittery MaineDOT PIN (if applicable): Rte 103  
 Type of Installation Proposed: 1- Utility pole  
 Minimum Depth of Cover: N/A (if applicable) Maximum PSI: N/A  
 GPS Coordinates: *\*Decimal Degrees\**

	Latitude (ex: 44.3074199)	Longitude (ex: -69.7775613)
Starting Point:	43.099998	-70.675260
Ending Point:	43.099998	-70.675260

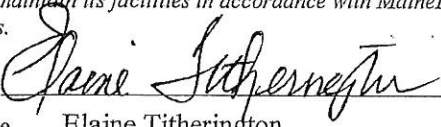
**Comments:** \_\_\_\_\_

**Location Description:**  
 On Rte 103 Tenney Hill road, beginning at a point approximately 68'  
Route #, I.R. # or Name shown on Location Map Distance (including units – feet, meters)  
Northerly of Short Farm Rd and extending in a  
Direction (North, South, etc...) Ref. Point (Intersection of major road, Route Number, Town Line, Bridge)  
Northwesterly direction for a distance of 30'  
Direction (i.e. Northerly, Southerly, Easterly or Westerly) Distance (including units – i.e. feet, meters, etc...)  
**Expected Construction Schedule:** Start: 11/13/2017 Completion: 12/01/2017

Do you intend to provide public notice?\*  Yes  No: \* Reference Public Notice Supplement

Date Published: \_\_\_\_\_ Name of Newspaper: \_\_\_\_\_

*By signing this Application for Utility Location Permit, the undersigned hereby certifies: a) that he/she is a duly authorized employee and representative of the utility/entity identified above ("Applicant"); b) that the information provided herein is true and accurate; c) that the Application is understood to be for a limited period and that the Applicant, at its sole expense, may have to adjust, remove, or relocate its facilities in the future; and d) that the Applicant will maintain its facilities in accordance with MaineDOT's Utility Accommodation Rules (17-229 C.M.R. Chapter 205) and all other applicable laws.*

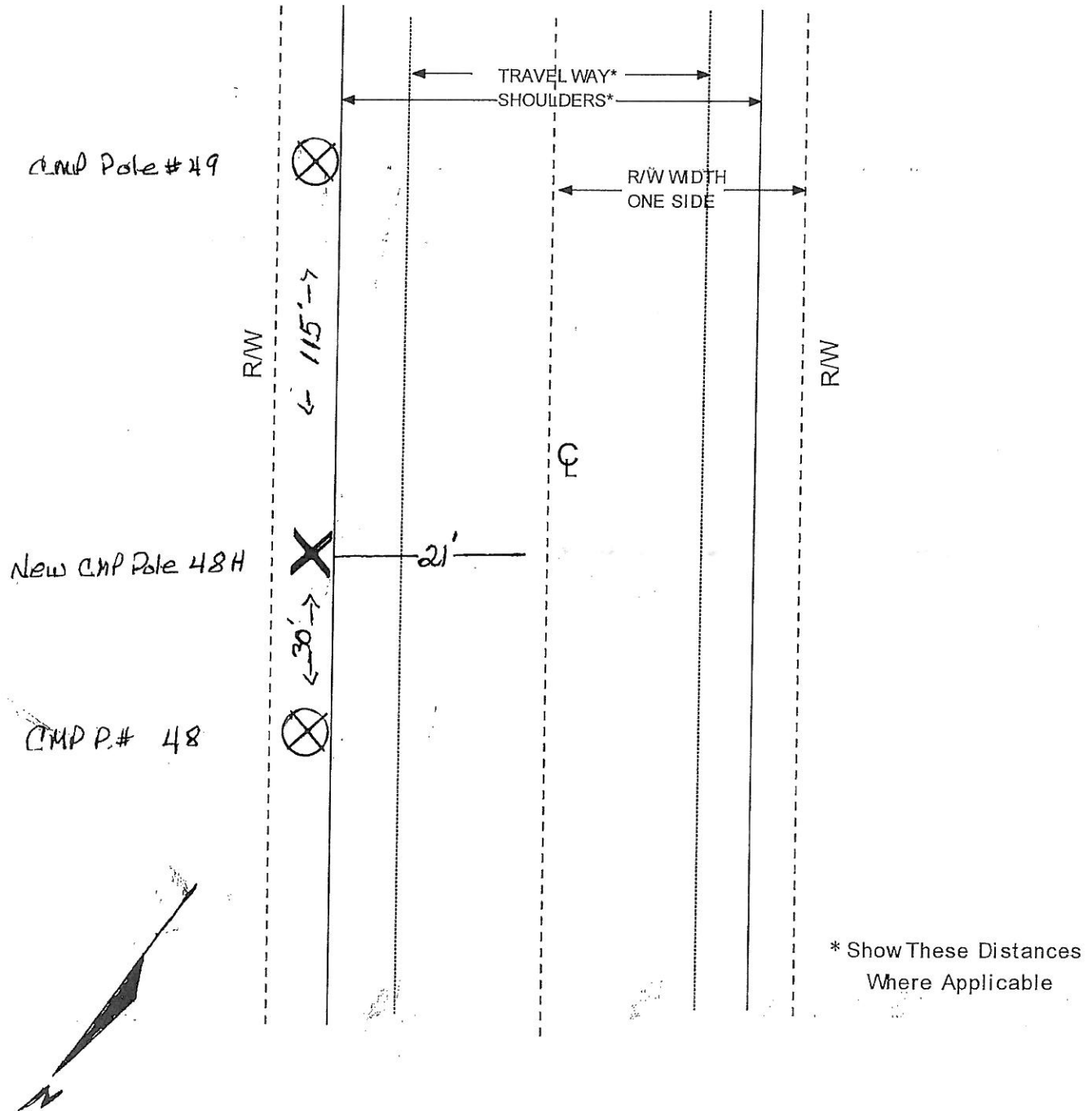
Signature:  Signature: \_\_\_\_\_  
 Printed Name Elaine Titherington Printed Name: \_\_\_\_\_  
 Title: Central Maine Power Field Designer Title: \_\_\_\_\_

Maine Department of Transportation  
Utility Location Permit Application

Utility Job/W.O. No.  
801000163818

Utility: Central Maine Power Town: Kittery

The purpose of this "Sketch Plan" is to show the location of the proposed facility in relation to the highway. This plan is not necessarily drawn to scale, however, all reference points, offset distances and lengths must be accurately indicated. Multiple utility pole installations associated with MaineDOT projects may indicate the first and last pole in relation to the reference point described on the first sheet (including the project stations) and then reference an attached pole list for all those in between.



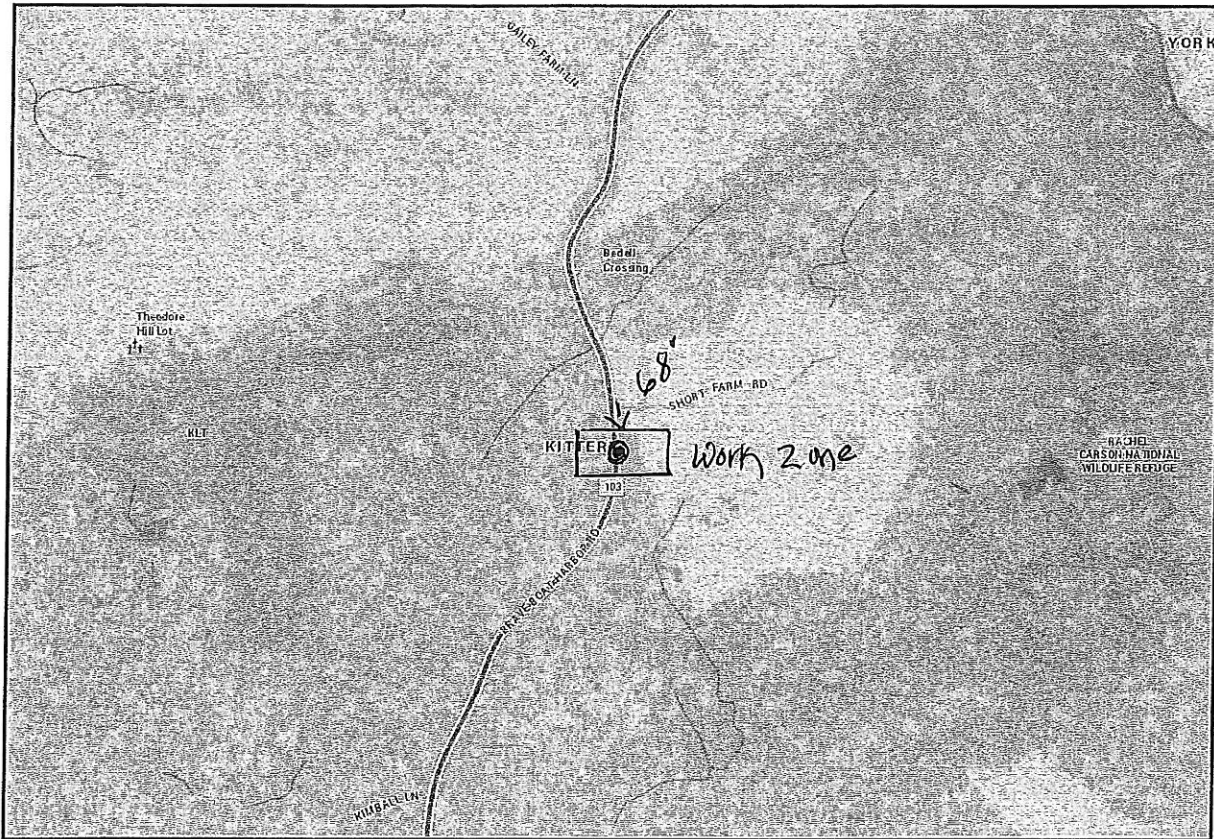
ADDITIONAL PROCESS FOR SIGNIFICANT UTILITY INSTALLATIONS

Proposed installations involving **underground facilities of at least 492 feet in length or the installation of 25 or more utility poles** require evidence of coordination with at least one representative for every Utility have existing or proposed installations within the general location. See Section 5 – MaineDOT Utility Accommodation Policy.

UTILITY AND NAME OF UTILITY CONTACT	DATE OF MEETING OR CONVERSATION	PHONE NUMBER	IDENTIFICATION OF ANY MAJOR CONCERNS AND HOW EACH CONCERN WILL BE ADDRESSED.



### CMP POLE LOCATION



The Maine Department of Transportation provides this publication for information only. Reference upon this information is at user risk. It is subject to revision and may be incomplete depending upon changing conditions. The Department assumes no liability for injuries or damages result from this information. This map is not intended to support emergency dispatch.

0.2 Miles  
1 inch = 0.16 miles

Date: 11/13/2017  
Time: 8:16:52 AM



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

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**REPORT TO TOWN COUNCIL**

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Meeting Date: December 11, 2017  
From: Kendra Amaral, Town Manager  
Subject: Seasonal Traffic Management  
Councilor Sponsor: Chairperson Kenneth Lemont

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**EXECUTIVE SUMMARY**

At the August 14<sup>th</sup> meeting the Town Council directed the Town Manager to develop a traffic management plan for seasonal cut-through traffic for the coming summer. I advised that this effort is one that requires professional support and requires careful consideration of the implications and spill-over impacts.

Because this is an important issue for the Council, I am requesting two Councilors volunteer to participate in a working group to develop the plan. I also plan to engage a professional traffic engineering firm to assist with technical expertise and support.

**STATEMENT OF NEED**

As a result of the SML Bridge outage, growing tourism in Maine, and other factors, the town is experiencing an increasing issue of cut-through traffic on local roads by tourists on weekends in the summer season.

The town implemented a temporary “Local Traffic Only, No Through Way” ordinance for one neighborhood to mitigate the impact of cut through traffic heading to the Memorial Bridge. The effort appears generally successful, however there is some concern that it created a spillover effect to other routes.

The SML Bridge is expected to be open for the 2018 season. However, the Maine Turnpike Authority is planning major repair work on the Dennett Road Bridge starting the spring of 2018, and the deck work on the Piscataqua Bridge is planned for 2019 through 2020. Therefore, the town will likely still feel the effects of seasonal traffic on neighborhood roads.

**PROPOSED SOLUTION/RECOMMENDATION**

Form a working group of two Councilors and town staff to work with a traffic engineer in the study and development of a traffic management plan for the coming summer season.

AGREEMENT

Between

TOWN OF KITTERY

And

TEAMSTERS LOCAL UNION NO. 340

Affiliated with the International Brotherhood of Teamsters

for the

KITTERY POLICE DEPARTMENT SUPERVISORS

Effective: July 1, 2017

Expiration: June 30, 2020



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This Agreement is entered into between the TOWN OF KITTERY, MAINE, hereinafter referred to as the "TOWN" or "EMPLOYER" and TEAMSTERS LOCAL UNION NO. 340, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "UNION."

**ARTICLE 1 – PREAMBLE**

Pursuant to the provisions of the Municipal Public Employees Labor Relations Act (Title 26, Chapter 9-A MRSA 961 through 974, as amended), the parties hereto have entered into this Agreement in order to establish mutual rights, preserve proper employee morale and promote effective and efficient operations.

**ARTICLE 2 - RECOGNITION**

The Town recognizes the Union as the sole and exclusive bargaining agent for the Police Supervisors for the purpose of negotiating salaries, hours, and other conditions of employment for all its eligible employees within the bargaining unit in the Police Department, as provided in accordance with the Municipal Public Employee Labor Relations Act.

**ARTICLE 3 - HOURS OF WORK**

Section 1. The basic work week for Sergeants covered under this contract is forty (40) hours within a one-hundred and sixty-eight (168) hour period.

The work schedule consists of four (4) consecutive ten (10) hour days with three (3) consecutive days off within a one-hundred and sixty-eight (168) hour period on a ninety (90) day rotating schedule as follows:

- 1 – Shift – 10 hours – 0630 to 1630
- 2 – Shift – 10 hours – 1600 to 0200
- 3 – Shift – 10 hours – 2100 to 0700

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Sgt. 1	X	X	X	1	1	1	1
Sgt. 2	1	1	1	2	X	X	X
Sgt. 3	2	X	X	X	2	2	2
Sgt. 4	X	2	2	3	3	X	X

Prior to the 20th of the preceding month, Sergeants will, by seniority, bid respective shift and days off for the following ninety (90) days.

The present schedule will remain in effect and no change will be made unless mutually agreed upon. The Chief of Police will assign all other Supervisory shifts.

Section 1-A. There is to be no deviation from the four (4) consecutive ten (10) hour days unless a vacancy occurs and the Town is unable to find a voluntary, eligible replacement from the off-duty call-out list. An eligible Sergeant in this instance means one who is not scheduled to work during any of the hours to be replaced.



Section 1-B. Management has the right to designate specific officers having specialized training to assignments based on the needs of the department, without going through the normal overtime call-out procedures.

Section 2. Nothing in this Article or any other Article or Section of this Agreement prohibits management from having additional Supervisory staff. This additional Sergeant can be used to fill in where additional manpower is needed as determined by the Chief of Police or his/her designee.

Section 2-A. The decision as to whether or not a replacement is to be made on a scheduled shift is a decision of the Town. If a decision is made to fill a vacancy, the replacement will first be offered to an eligible officer on the off-duty call-out list.

Section 3. Paid status consists of regular work, sick leave, compensatory time, vacation time and when suspended with pay.

Section 4. The term "OVERTIME COMPENSATION" is defined as time and one-half an employee's regular, hourly base rate of pay and is paid for all approved time necessarily spent on the job in excess of forty (40) hours in any work week. Overtime can be converted to compensatory time at a rate of one and one-half (1 ½) times rate of pay.

- A. Sergeants' scheduled working hours may not be changed to avoid the payment of overtime.
- B. When it is necessary for a Sergeant to serve as an officer-witness in a court proceeding at a time other than his/her regular shift of duty, the Employer shall pay such Sergeant for all time spent in court on an overtime basis, provided that he/she was on paid status forty (40) or more hours during that work week. No court time is allowed to any Sergeant who has not checked with the Dispatcher, Court Officer or court trial list between the hours of 9:00 A.M. and 10:00 A.M. (0900-1000 Hours) on a scheduled court date to find out if his/her presence will be required.

There will be a compensatory time balance cap, such that no officer may carry more than eighty (80) hours from one calendar year to the next.

Burn Down Procedure: Any employee with a compensatory balance in excess of the compensatory balance cap of eighty (80) hours, as of the signing of the 2017-2020 agreement, will be ineligible to convert overtime to compensatory time until such compensatory balance is less than the balance cap. Additionally, beginning January 1, 2019, employees with a compensatory balance in excess of the balance cap will be required to burn down/or buy out a combined total of eighty (80) hours of the excess compensatory balance each year until the balance is less than the balance cap. If the excess compensatory balance in a given year is less than eighty (80) hours, the employee will be required to cash in and/or use the total hours in excess of the balance cap in that year.

Excess compensatory time that is cashed in will be paid at the beginning of the fiscal year and may be deposited into a deferred compensation plan (457 Plan) administered by the Town or Town's vendor, or be paid by separate check directly to the employee. The employee must identify the number of hours they intend to cash in and the method they wish to receive payment no later than March 1 of the calendar year, to allow the Town sufficient opportunity to budget for the cash out.

Section 5. When a Supervisor is called in to perform work at a time other than that for which he/she had previously been scheduled, he/she receives not less than four (4) hours of straight-time

pay for the work so performed, which counts towards the forty (40) hour requirement for overtime pay. The four-hour minimum provision does not apply to Supervisors who are held over after completing their regularly scheduled shift. Supervisors who are held over after completing their scheduled shift are paid for the actual amount of time worked, in one-quarter (1/4) hour increments, even if this actual time worked is less than four (4) hours.

Section 6. The Town agrees that full-time Police Officers and Supervisors have preference to all special duties or assignments which come under the Town's jurisdiction and/or where police guidance, surveillance or presence is required.

Employees who work on any outside function are paid at the rate of time and one-half (1 1/2) the Sergeant regular hourly rate with a guaranteed minimum of not less than four (4) hours for each assignment, with the Town billing the outside agency requesting the special assignment at an appropriate rate that will permit the Town to recover its actual costs.

Employees who work on any outside function sponsored or required by the Town of Kittery, Kittery School Department, its students, other Town of Kittery departments (e.g., Highway, Sewer, etc.), are guaranteed a minimum of three (3) hours at his/her appropriate overtime rate. The Town shall bill the agency requesting the special assignment, if appropriate, at an appropriate rate that will permit the Town to recover its actual costs.

The following procedure is to be followed in the assignment of Police Officers and Supervisors to all special duties:

- A. A "Call Out List" will be established which lists all Police Officers and Supervisors in rank order of their overall Union seniority.
- B. As a special duty or outside detail is filled by an eligible Police Officer or Supervisor from the call out list, the person on the call out list immediately below that Police Officer or Supervisor is " next," or the first person to be offered the next available special duty or outside detail.
- C. This procedure is to be continuously followed, in rotational order, from the person with the most seniority, to the person with the least seniority and then beginning over again with the person with the most seniority.
- D. In instances where the special duty or outside detail is known to be of long term duration of more than one day or where police presence will be required for more than ten (10) continuous hours, the Town shall equitably divide the total hours into two or more "shifts." The person who is " next" on the call out list is then offered the opportunity to pick one (1) shift of his/her choice, after which the person having one step less seniority has the opportunity to pick one (1) shift of his/her choice, etc., until all available shifts and days have been filled.
- E. In order not to unduly delay the assignment of officers to special duties or outside details, call outs according to the above procedure are done on the days and hours directed by the Chief of Police or his/her designee. If an eligible Officer or Sergeant cannot be reached when the call out is done, no special efforts will be made to locate that person and he/she forfeits his/her opportunity to that particular shift or detail.

#### **ARTICLE 4 - CLOTHING ALLOWANCE**

The Town agrees that all employees covered by this Agreement will be completely outfitted, at no cost to the Sergeant, with all uniforms and other equipment deemed necessary for the regular performance of the Sergeant's duties.

After being completely outfitted, a fiscal year clothing allowance, which includes approved footwear of seven hundred dollars (\$700), is credited to each Sergeant in an account maintained by the Town. If there is any money left over at the end of the fiscal year, the Sergeant will be paid out the remainder in a separate check from the Sergeant's weekly payroll check. The annual allowance will not be carried over into the following fiscal year.

The Town is responsible for the initial purchase of ballistic vests for all unit members, and for the regular replacement of the ballistic vests. Replacement is made according to the recommendation of the manufacturer of the ballistic vest. It may be worn by the Sergeant at his/her discretion.

#### **ARTICLE 5 - DEFECTIVE EQUIPMENT**

The Employer may not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. It is not a violation of this Agreement when Sergeants refuse to operate such equipment unless such refusal is unjustified. All equipment which is refused because it is not mechanically sound or properly equipped will be appropriately tagged so that it cannot be used by other officers until the complaint has been adjusted or corrected.

#### **ARTICLE 6 - STRIKES AND LOCKOUTS**

All disputes between the parties are to be settled in accordance with the grievance procedure set forth in this Agreement and there will be no strikes, slowdowns or cessation of work by the Sergeants, or lockouts by the Employer during the term of this Agreement.

#### **ARTICLE 7 - GRIEVANCE PROCEDURE**

Section 1. A grievance is defined to be any controversy, complaint, misunderstanding or dispute which may arise under the interpretation or application of this Agreement. Any grievance arising between the Town and the Union or an employee represented by the Union, must be settled in the following manner:

Step 1. The aggrieved employee(s) must present the grievance to the Steward or the Alternate within five (5) business days after knowledge of the grievance or the reason for the grievance has occurred, except a sixty (60) day time limit does apply in case of violation of salary schedule or longevity provisions of this Agreement.

The Steward or Alternate shall take up the grievance with the Department Head or his/her designee within the same five (5) business days. If the Steward and the Department have not resolved the grievance within five (5) business days after the meeting between the grievant, Steward and the Department Head, the Steward shall submit such grievance in writing to the Union Business Representative.

Step 2. The Union Business Representative shall then take the matter up with the



Town Manager, or his/her designee within ten (10) business days after such meeting, fifteen (15) business days if economic issues are involved. The Town Manager shall render a decision of the grievance within the same time frame.

Step 3. If at this point, the grievance has not been satisfactory settled, either party hereto has the right, within five (5) business days after the Town Manager has issued a decision, to file a request with the Maine Labor Relations Board or mutually agreed arbitrator for arbitration of the grievance. The Shop Steward shall notify the Town Manager within five (5) days of the decision to contact the Maine State Labor Relations Board or that the grievance has been withdrawn. The decision of the Arbitrator is final and binding on the parties and the Arbitrator will be requested to issue the decision within thirty (30) days after the conclusion of testimony and final argument.

Expenses for the Arbitrator's services and the proceedings are borne equally by the Town and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the Arbitrator.

Section 2(A). The time limit for the processing of the grievances may be extended by written consent of both parties. The Arbitrator has no authority to add to, subtract from, change or modify any provisions of this Agreement, but is limited solely to the interpretation and application of the specific provisions contained herein. Nothing contained herein, however, may be construed to limit the authority of the Arbitrator, in his/her own judgment, to sustain, reverse, or modify any alleged unjust discharge that may reach this stage of the Grievance Procedure.

Section 2(B). Any mutual agreement as to the disposition of a grievance at the first and second steps is to be in writing and signed by the Town and the grievant and/or the grievant representative. One (1) copy is retained by the Town and one (1) copy by the Union.

## **ARTICLE 8 - DISCIPLINARY PROCEDURES**

All suspensions, demotions and discharges must be for just cause (including but not limited to violations of any rules adopted as provided above) and written notice of the reasons for suspension, demotion or discharge will be stated in writing, to the employee affected, immediately upon suspension, demotion or discharge.

All warning notices given to a Sergeant are to be placed in the Sergeant's personnel folder for a period of six (6) months. The Town agrees to abide by the principles of progressive discipline. However, the Union agrees that there may be instances which may warrant taking other disciplinary actions which may not follow the progressive discipline steps.

## **ARTICLE 9 - SENIORITY**

Section 1. A seniority list will be established naming all the Sergeants covered by this Agreement, with the employee with the greatest seniority (years of service) listed first. Seniority is based upon the Sergeant's date of rank. Seniority, for the purpose of this Agreement means, length of continuous service only, and is a major factor in all matters affecting layoff, recall and vacation preference, provided all other qualifications are equal.

Section 2.

- A. In the event it becomes necessary for the Town to lay off employees for any reason, employees will be laid off in the inverse order of their seniority. All affected employees will receive a two (2) calendar week advance notice of layoff and the Town shall meet with the affected employees prior to the actual occurrence of layoff. Employees are recalled from layoff according to their seniority. No new employees may be hired until all Sergeants on layoff status have been afforded recall notices.

If for any reason a Sergeant is demoted or gives up his/her rank or the position is eliminated, he/she will go back to the patrol division and be put on the seniority list by date of hire. If a reduction is made in the Sergeants' force, it will be done by date of rank and the Sergeant will go to the Patrol Division and the last employee hired in the Patrol Division will be laid off.

- B. For a period of two (2) years after layoff, employees are recalled from layoff according to seniority by certified mail, to the last known Sergeant's address. It is the responsibility of laid off employees to furnish any change of address to the Employer for recall notices.

Section 3. The seniority list will be made available to the Union within thirty (30) days after the signing of this Agreement and posted on the Department bulletin board. Corrections to the seniority list will be made within thirty (30) days of such posting. After such thirty (30) day period, the seniority list is deemed correct. An updated list shall be made each year on January 1. A copy of the list shall be sent to the Local Union No. 340 by the Steward.

Section 4. An employee's seniority terminates:

- A. If he/she quits, retires or is justifiably discharged.
- B. If, following a layoff, he/she fails or refuses to notify the Employer of his/her intention to return to work within seven (7) calendar days after a written notice of recall is sent by certified mail to his/her last address on record with the Employer; unless, however, the employee has previously informed the Chief of Police or his/her designee in writing that he/she will be on vacation and will not be able to be reached at a specific location, in which case he/she is not subject to recall until he/she has notified the Chief of Police or his/her designated representative of an address at which he/she can be reached (during such time, Sergeants with less seniority may be recalled to work pursuant to Sections 2[A] and 2[B] of this Article); or, having notified the Employer of his/her intent to return to work, fails to do so within thirty (30) calendar days after such notice is sent.
- C. If he/she accepts full-time employment elsewhere while on a leave of absence, unless he/she has prior written approval for such employment from the Chief of Police, or does not return to work immediately following the expiration of a leave of absence, unless in the latter case, he/she presents evidence satisfactory to the Town Manager that it was impossible for him to return to work at the expiration of said leave.
- D. When he/she has been laid off for a continuous period of time in excess of

twenty-four (24) consecutive months.

## **ARTICLE 10 - DISCHARGE OR SUSPENSION**

Section 1. The Employer retains the right to discharge or suspend any employee for just cause. In all cases involving the discharge or suspension of any employee, the Town must immediately notify the employee in writing of his or her discharge or suspension and the reason therefore. Such notice must also be given to the Steward within forty-eight (48) hours from the effective date of the discharge or suspension.

Section 2. In respect to discharge or suspension, the Town shall give at least one (1) warning notice of the specific complaint against the employee in writing and a copy of the same to the Union and the Steward, except that no warning notice need be given to an employee before discharge if the cause of such discharge is dishonesty, drunkenness or drinking and/or the use of non-prescribed drugs while on duty, conduct unbecoming an officer, or insubordination. The warning notice as herein provided may not remain in effect for a period of more than six (6) months from the date of the occurrence upon which the complaint and warning notice are based.

Section 3. Any employee discharged is paid in full for all wages owed him/her by the Town, including earned vacation pay, if any, within five (5) business days from the date of the discharge.

Section 4. A discharged or suspended employee must advise the Town Manager and the Union in writing, within five (5) business days after receiving notification of such action against him/her of his/her desire to appeal the discharge or suspension. In such event, such grievance will then be handled in accordance with the grievance procedure set forth in the Agreement, starting with Step 2.

Section 5. It is understood and agreed that when a Sergeant files a grievance with respect to his or her suspension, or discharge, the act of filing such grievance constitutes his or her authorization to the Town to reveal to the participants in the Grievance Procedure any and all information available to the Town concerning the alleged offense.

## **ARTICLE 11 - WAGES**

Section 1-A. The Town agrees to pay employees who were previously in the Maine Public Employees Retirement System benefits in accordance with 5 MRSA 18453 § 2 of one-half (1/2) average final compensation, after having completed twenty (20) years of police service, regardless of age or enrolled in ICMA plan shall receive twenty-two percent (22%) over top Police Officer's.

The Town agrees to pay employees who were previously in the Maine Public Employees Retirement System benefits in accordance with 5 MRSA 18453 § 2 of one-half (1/2) average final compensation, after having completed twenty-five (25) years of police service, regardless of age, and have changed to 5 MRSA 18453 § 2 of one-half (1/2) average final compensation, after having completed twenty (20) years of police service, regardless of age are paid nineteen percent (19%) over top Police Officer's pay. All individuals promoted to the rank of Sergeant after July 1, 2007 will fall under the nineteen percent (19%) differential class.

Section 1-B. The salary listed in Section 1-A is the base salary that does not include longevity, refer to Section 2A and 2B of this Article.

Section 2-A. Longevity pay is computed at the schedule agreed to by the Union and the



Town.

1. Two (2%) percent after four (4) years of service.
2. Four (4%) percent after eight (8) years of service.
3. Six (6%) percent after twelve (12) years of service.
4. Eight (8%) percent after sixteen (16) years of service.
5. Eleven (11%) percent after twenty (20) years of service.
6. Thirteen (13%) after twenty-four (24) years of service.
7. Fourteen (14%) percent after twenty-six (26) years of service.

Section 2-B. After completing four years of continuous service, an employee's longevity payment is computed annually on his/her anniversary date and computation is based upon his/her annual base salary for the fourth year, and then for each succeeding year. If an employee receives a 5% increase in base salary after his/her fourth anniversary date, longevity would be recomputed using his/her new annual base salary.

The best method of explaining this is via an example of the computation using the following values:

\$10,000 - Employee's base salary on fourth anniversary.

\$500 - 5% salary increase received four (4) months after anniversary date.

2% - Longevity payment/incentive

#### COMPUTATION

$\$10,000 \times 1.02 = \$10,200$  (new gross salary, annual base plus longevity) on anniversary date.

$\$200 =$  Longevity increase.

$\$10,200 + \$500 = \$10,700$  (new gross pay after 5% salary increase)

$\$10,700 - \$200 = \$10,500$  (new base salary)

$\$10,500 \times 1.02 = \$10,710$  (new gross salary, annual base plus longevity increase)

$\$210 =$  New Longevity payment.

This computation would be performed annually if the employee received any adjustment to his/her annual base pay. The key term is annual; the computation is performed each year based upon that year's annual salary.

Section 3. Supervisors working the evening shift will be paid a shift differential of fifty cents (50¢) per hour.

Should the Town elect to create and fill a midnight shift with a Supervisor, the Supervisor

working the midnight shift is paid a shift differential of seventy-five (75¢) per hour.

Section 4. An employee will receive the highest percent educational stipend in which he/she is qualified for from the list below.

Employees with an Associate's Degree or three years of active service military duty are paid a stipend of fifteen cents (15¢) per hour.

Employees with a Bachelor's Degree are paid a stipend of twenty-five cents (25¢) per hour.

Employees with an Intermediate Police Officer Certificate are paid a stipend of ten cents (10¢) on their hourly rate of pay per hour.

Employees with an Advanced Police Officer Certificate are paid a stipend of fifteen cents (15¢) their hourly rate of pay per hour.

#### Section 5. Direct Deposit

During the effective period of this Agreement, the annual salaries of employees are paid weekly on Thursday through mandatory direct deposit to an approved financial institution.

#### Section 6. Physical Fitness Incentive

Officers covered by this Agreement are encouraged to maintain a level of physical fitness appropriate for the demands of police work. The Town will conduct an annual voluntary physical fitness test in April of each year in accordance with department Standard Operation Procedures. The test and requirements to pass will be identical to the physical fitness test required for entry into the Maine Criminal Justice Academy's Basic Law Enforcement Training Program, at the 40th percentile by age and gender. Officers will be allowed to test on-duty if manpower allows. The Town will not pay overtime for taking the physical fitness test and will not be required to backfill a shift for the purpose of allowing Officers to participate in the physical fitness test.

Should an Officer fail to pass the required standards on the first attempt, the Officer will be allowed to make a second attempt no more than thirty (30) days from the date of the first attempt. Every effort will be made to allow the second attempt to occur on the same day as the first attempt. Should an Officer fail to pass the required standards on the second attempt, the officer will be allowed to make a third attempt no more than thirty (30) days from the date of the second attempt. Should an officer fail to pass the required standards on the third attempt, the officer will not be allowed to test again until the following year.

Officers successfully passing all three (3) sections of the annual physical fitness test will receive an incentive bonus of three hundred dollars (\$300) in July following the physical fitness test or no more than thirty (30) days after an Officer passes a second or third attempt. No stipend will be awarded for failed or partially failed physical fitness tests.

Should an Officer be suffering from a temporary disability due to injury or accident on or off the job, the physical fitness test may be postponed for that officer for a reasonable length of time not to exceed six (6) months from the date of the scheduled initial test, at the request of the Officer. If the Officer does not pass the testing due to injury on or off the job within the calendar year, the Officer will not receive the incentive bonus for that year, regardless of how many attempts the Officer has made to pass the test.

## **ARTICLE 12 - PROBATIONARY PERIOD**

All appointees to the rank of Sergeant serve a one-year probationary period and all new Sergeants work under the provisions of this Agreement within which time they may be sent back to the Patrol Division without any loss of seniority.

## **ARTICLE 13 - RETIREMENT**

Section 1. All Supervisors who were Department Employees on or before June 30, 1987 or after July 1, 2007 are entitled to Maine Public Employees Retirement System benefits in accordance with 5 MRSA 18453 § 2 of one-half (1/2) average final compensation, after having completed twenty (20) years of police service, regardless of age.

Section 2. All Supervisors hired (as new Department employees) between July 1, 1987 and July 1, 2007 shall convert their current Maine Public Employees Retirement System benefits plan to the Maine Public Employees Retirement System benefits in accordance with 5 MRSA 18453 § 2 of one-half (1/2) average final compensation, after having completed twenty (20) years of police service, regardless of age.

Section 3. Police Supervisors covered by either of the above retirement plans (Section 1 or Section 2) are entitled to an additional retirement benefit of two (2%) percent of average final compensation for each year of membership service in the qualifying employment (police service) served after completion of the service conditions under 5 MRSA 18453 § 11 and after the effective date of the action by the Town of Kittery accepting this additional benefit.

Section 4. Any employee with time rendered to another employer contributing to the Maine Public Employees Retirement System, may have his/her service to the other employer credited to the Town of Kittery Police Retirement Plan, provided that such time rendered to another employer qualifies under 5 MRSA 18459.

(Prior time rendered to another employer must have been under a retirement plan that was substantially similar or equal in order for this interchangeability to occur.)

Section 5. Employees actively participating in MainePERS may participate in, on a voluntary basis, the ICMA Retirement Plan as provided in the Kittery Administrative Code, Chapter 2.20.160.L 1 & 2. There is no employer match for voluntary participation in the ICMA Retirement Plan.

Section 6. Effective July 1, 2001, the Town agreed to expand the coverage of the ICMA-RC 457 plan currently in effect. This plan is available for current employees who are not enrolled in the Maine Public Employees Retirement System and any newly hired employee who wishes to enroll in the ICMA plan instead of the MainePERS plan. The Town will match the employee's contribution into the 457 plan, up to a maximum Town contribution of six percent (6%). The Town will make a contribution to either MainePERS or the ICMA plan, but not both.

## **ARTICLE 14 - UNION SECURITY**

Membership in the Union is not compulsory. Employees have the right to join, not join, maintain or drop their membership in the Local Union as they see fit. Neither party may exert any pressure on, or discriminate against any employee in regard to such matter. Accordingly, it is fair that



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

1. All employees who are members of the Union as of the date of this Agreement, and all employees who hereafter become members of the Union shall maintain their membership in good standing in the Union for the duration of this Agreement.
2. Any present or future employee who is not a member and does not want to be a member shall pay fair share fees as a contribution towards the administration of the Agreement in the amount equal to eighty (80%) percent of the current dues for the duration of this Agreement.

### **ARTICLE 15 - CHECK-OFF**

Section 1. The Town shall deduct regular monthly dues (of regular monthly on a weekly basis) upon receipt of signed authorization from members (a copy of which is to be retained by the Town) and a certified statement from the Secretary-Treasurer of the Union as to the amount for dues. The Town shall forward all such dues collected to the Secretary-Treasurer of the Union by the 10th of the following month in which deductions were made. The Town will also deduct monthly fair share fees from non-members upon receipt of a certified statement from the Secretary-Treasurer as to the amount of such fees.

Section 2. The Union shall indemnify and save the Town harmless from any liability that may arise out of the Town's reliance upon any payroll deduction authorization cards presented to the Town by the Union. Such indemnification applies to damages that are sustained as a result of procedural errors or due to reason of mistake of fact that was in the control of or the responsibility of the Union.

### **ARTICLE 16 - MANAGEMENT RIGHTS AND DEPARTMENTAL RULES**

The parties hereto recognize and agree that, except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct, and supervise the operations and personnel of the Police Department are vested in the Employer, in a full and unrestricted manner, as provided by the laws of the State of Maine and the Town of Kittery.

### **ARTICLE 17 - MAINTENANCE OF STANDARDS**

Section 1. (Protection of Conditions) The Employer agrees that all conditions of employment relating to wages, hours or work, overtime differentials and general working conditions will be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, and the conditions of employment will be improved wherever specific provisions for improvements are made elsewhere in this Agreement. This provision does not give the Employer the right to impose or continue wages, hours and working conditions less than those contained in this Agreement, unless specifically agreed to by both parties.

Section 2. (Extra Contract Agreements) The Employer agrees not to enter into any agreement or contract with the employees of this unit, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

Section 3. (Workweek Reduction) It is understood and agreed that, should it subsequently be determined that any employee comes under the provisions of the Fair Labor Standards Act or any similar legislation, then as to such employees, any provisions of this Agreement that do not comply with the requirements of said statutes are to be changed so that there is no violation of the statutes. If such changes result in substantial penalties to either the employees or the Employer, a written notice shall be sent by either party requesting negotiations to change such provisions or provision as are affected. Thereafter, the Union and the Employer shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory solution.

### **ARTICLE 18 - SUPERVISORY OR RESERVE OFFICER PERSONNEL**

An employee with Supervisory authority (or a reserve officer) may not perform any work performed by a Police Officer, unless no unit members are available to perform the assignment or in an emergency. Supervisory or reserve personnel would be relieved as soon as possible by an available officer.

### **ARTICLE 19 - UNION ACTIVITIES**

Any employee member of the Union acting in any official capacity whatsoever may not be discriminated against for his or her acts as such officer of the Union so long as such acts do not interfere with the conduct of the Employer' s business nor will there be any discrimination against any employee because of Union membership activities.

### **ARTICLE 20 - ACCESS TO PREMISES**

Authorized agents of the Union have access to the Employer's establishment during working hours for the purpose of adjusting disputes, and investigating working conditions, provided, however, there is no interruption of the working schedule. Prior notification of the visit will be given to the Department Head.

### **ARTICLE 21 - STEWARDS**

Section 1. The Town recognizes the right of the Union to designate a Steward or an Alternate. The authority of the Steward or Alternate so designated by the Union is limited to, and may not exceed, the following duties and activities: the investigation and presentation of a grievance in accordance with the provisions of the collective bargaining Agreement.

Section 2. The Steward and the Alternate have no authority to take strike action or any other action interrupting the Town' s business. The Employer recognizes these limitations upon the authority of the Steward or Alternate and shall not hold the Union liable for any unauthorized acts, unless it is justifiably proven that the Union instigated, encouraged, or failed to diligently notify its members of the illegality and to counsel its members against the undertaking of said unauthorized acts.

Section 3. The Steward is permitted to investigate and present grievances in an orderly and efficient manner on or off the property of the Employer without loss of time or pay. Every effort will be made to schedule mediation, fact-finding, investigations and/or negotiations during the Union Steward' s regularly scheduled hours.

### **ARTICLE 22 - IDENTIFICATION FEES**

Should the Employer find it necessary to require employees to carry or record full personal identification, such requirement shall be complied with by the employee. The cost of such personal identification is borne by the Employer.

### **ARTICLE 23 - SEPARABILITY AND SAVINGS CLAUSE**

If any article or section of this Agreement, or any supplement thereto, should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and its supplements are not affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for said article or section.

### **ARTICLE 24 - NON-DISCRIMINATION**

It is the policy of the Town not to discriminate against any applicant or employee because of race, religion, color, age, sex, sexual orientation, national origin, ancestry, genetic information or physical or mental disability in the selection, placement, compensation, training and advancement of employees. The Town Manager is the designated person responsible for the enforcement of this non-discrimination policy.

### **ARTICLE 25 - HOLIDAYS**

The following holidays are paid holidays for all employees covered by this Agreement:

1. New Year's Day
2. Martin Luther King Jr. Day
3. President's Day
4. Patriot's Day
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Veteran's Day
10. Thanksgiving Day
11. Day After Thanksgiving
12. Christmas Day
13. Personal Day



#### 14. Personal Day

Should any employee of the Town receive holiday pay for any days or portion of a day, in addition to the twelve (12) days prescribed, then the additional holiday pay will apply to all employees. The above language does not apply to bonafide additional holidays agreed to in other collective bargaining agreements, but rather when the Town grants additional special paid holiday time off in addition to those found in various contracts with other Town employees.

This requirement does not apply if the Employer mistakenly makes said overpayment and corrects/adjusts said overpayment in a reasonable period of time.

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

### **ARTICLE 26 - HOLIDAY PAY**

In the event an employee is scheduled for and works any recognized legal holiday as listed in the contract, he/she receives his/her regular holiday pay based upon the normal work day of ten (10) hours at his/her normal, straight-time rate of pay, plus overtime, at the rate of one and one-half (1 1/2) times his/her normal straight-time rate of pay. Any employee not working the recognized legal holiday receives normal straight-time rate of pay for said day based upon the normal working day of ten (10) hours, provided the employee is on paid status the day preceding and following said holiday.

An employee may elect to take another day off with pay in lieu of receiving additional holiday pay, at a mutually agreed time, provided that the Employer may impose reasonable limitations upon any such election arising out of manpower and work load requirements of the Town and the availability of qualified replacement personnel.

For employees hired on or after July 1, 2017, payment for holidays will be issued following the close of the pay period in which the holiday hours are earned.

### **ARTICLE 27 - COURT TIME**

Any employee covered by this Agreement who is required to attend court outside his/her regular work shift receives a minimum of four (4) hours of pay for such appearance at District Court and four (4) hours of pay for such appearance at court outside the Town of Kittery at one and one-half (1 1/2) his/her applicable hourly rate of pay for each such attendance. No court time is allowed to any such employee who has not checked with the Dispatcher, Court Officer or the posted court trial list between the hours of 9:00 a.m. and 10:00 a.m. (0900-1000 hours) on a scheduled court date to find out if his/her presence will be required.

If the employee is required to remain in attendance at such court for more than the minimum call in time, he/she is paid at time and one-half (1 1/2) his/her applicable hourly rate of pay for all hours of that attendance.

If such court attendance occurs during an employee's vacation, the minimum is four (4) hours; provided, however, that any and all fees, compensation or allowances to which any employee is or would be entitled for such court appearance as provided for by Statute or Court Order, is turned over to and paid to the Town and not retained by the employee.

## ARTICLE 28 - INSURANCE

Section 1. The Town shall contribute to the Northern New England Benefit Trust Health and Welfare Fund ("NNEBT") eighty-five (85%) percent of the total premium for family, two person or single coverage per month, payable at the office of NNEBT monthly on the tenth day of the month prior to the month in which due. The employees shall contribute the remaining fifteen (15%) percent each month through weekly payroll deductions. The above listed Town contribution represents the Town's maximum percentage payment. The Town is responsible for remitting the employer and employee shares of the premium on a monthly basis to the Trust.

For employees hired on or after July 1, 2015, the Town shall contribute to the Northern New England Benefit Trust Health and Welfare Fund ("NNEBT") eighty (80%) percent of the total premium for family, two person or single coverage per month, payable at the office of NNEBT monthly on the tenth day of the month prior to the month in which due. The employees shall contribute the remaining twenty (20%) percent each month through weekly payroll deductions. The above listed Town contribution represents the Town's maximum percentage payment. The Town is responsible for remitting the employer and employee shares of the premium on a monthly basis to the Trust.

The liability of the Town will not exceed the above amounts together with any and all delinquency and interest charges.

The Town agrees that its Agreement hereunder constitutes an obligation for the sums herein provided directly to NNEBT, and further that the Town will be bound by the terms and provisions of the Trust Indenture of NNEBT and any and all amendments thereto, as well as applicable rules and regulations from time to time promulgated by the Trustees thereto.

The Town is not responsible for the administration of the Plan and is held harmless for any claims made against Northern New England Benefit Trust.

Section 2. The Town will provide comparable disability, life and accidental death and dismemberment insurance, as was in place during the last contract period for all employees covered by this Agreement at no cost to the employee.

Section 3. Employees who are covered by this Agreement and who are injured on duty (or off duty while performing a police function) shall be provided Workers' Compensation coverage as required by State Statute. The Town agrees to pay its share plus the employee's share of Maine Public Employees Retirement and all health, disability and dental insurance for as long as the employee remains out of work due to the injury/illness. If an employee returns to work on a partial basis, the employer's share of MainePERS, health, disability and dental insurance is prorated. Employees may use their accrued earned time to offset the difference between their workers' compensation benefit and their weekly wages in order to make themselves whole. This includes any waiting period that may exist under the workers' compensation statute.

Section 4. Both parties recognize that the Employer bears a considerable cost for the provision of adequate fleet, property and liability insurance coverage and that all employees have an obligation to treat the Department's equipment with respect and to use/operate it safely.

It is understood and agreed that an employee may be required to reimburse all or part of the damage or repair costs, up to \$100.00, either by monetary payment or by an equivalent deduction from accrued vacation leave. Any reimbursement is conditional upon the gross negligence of the

employee involved, as determined by the Safety Committee, the Chief of Police, and the Town Manager for the following offenses:

- A. Accidents involving Town-owned vehicles.
- B. Careless operation of Town vehicles.
- C. Careless use of and/or damage to Town equipment, materials, or property that may necessitate the repairing thereof.
- D. Property damage, either public or private.

In all individual situations listed above, the Town Manager shall make the final decision with regard to the Town's position on reimbursement.

Section 5. Nothing in this contract prohibits the Chief of Police from requiring a member of this unit to submit to a physical or psychological exam (including drug and alcohol testing) if there is sufficient evidence that an employee is not mentally or physically fit to perform his/her duties. This language does not apply to bonafide workers' compensation cases, as they are handled by separate statutes.

It is agreed that the request for above examinations may be done only by the Chief of Police, and examinations performed by specialists in the various fields of examination. Information provided by the doctor is confidential in nature and not provided to other members of the department, or other town employees. The cost for exams is paid for by the Town.

If the employee does not agree with the outcome of said examination, the employee may, at his/her expense, obtain a second opinion. If indeed the two examinations conflict, the two doctors shall mutually agree upon a third, who in turn shall render the final decision. The cost for the third doctor is split between the employee and the Town.

Section 6. The Town agrees to provide the employees with the opportunity to participate in a Flexible Spending Account (FSA) under Section 125 of the IRS rules, which will include the employee- paid portion of the qualified insurance programs. The Town will contract with a professional firm to provide the administration for the FSA. Employees may choose to enroll in the debit card program; however, employees will be responsible for the debit card's annual fee.

Section 7. Any member who retires after July 1, 2007 the Town will pay the monthly health insurance premium for the single person level of coverage for any unit member who retires from the Town of Kittery having worked for the Town of Kittery for a minimum of fifteen (15) years and having met the years of service requirement contained in the MainePERS policy currently in effect for that particular employee. Should the retiree choose to elevate the health insurance coverage level to a two-person coverage plan or family coverage plan, the retiree will be responsible for any additional premiums owed to the insurance provider. The additional payments are made to the Town on a monthly basis. The Town will forward all required payments to the insurance carrier on behalf of the retiree. Upon reaching the age of eligibility for Medicare, the employee's health insurance plan will be converted to the Medex 2 supplement plan through Northern New England Benefit Trust (NNEBT), or a comparable plan. The Town shall contribute seventy (70%) percent of the total premium for the Medex 2 supplement plan through Northern New England Benefit Trust (NNEBT), or a comparable plan. The retiree 30% payments shall be made to the Town on a monthly basis.

In the event that it becomes necessary to change insurance providers, the Town will ensure



that there is no lapse of coverage of the retiree, and that the new coverage level will be comparable to the existing level of coverage. Upon reaching the age of eligibility for Medicare, the employee's health insurance plan will be converted to a Medicare companion plan. Any additional premiums required for spousal conversion to a companion plan are the responsibility of the retiree. The fifteen-year minimum service requirement applies only to any employee hired after May 1, 2004.

### **ARTICLE 29 – ON THE JOB INJURY**

The Town agrees to provide Workers' Compensation coverage to its employees, said coverage to cover eligible on-the-job or off duty (while performing police functions) injuries and illnesses in accordance with the provisions contained in the State's Workers' Compensation Statute, provided that said injuries and illnesses arise from the performance of duties and responsibilities directly related to police functions.

### **ARTICLE 30 – SOCIAL SECURITY**

The Town agrees to pay its required Social Security premiums in accordance with provisions of the Agreement between State Agency and Political Subdivisions of the State of Maine for the purpose of extending Social Security benefits to the employees of such Political Subdivision and its subsequent amendments which Agreement was entered into between the Maine State Retirement System and the Town in 1952.

### **ARTICLE 31 - BULLETIN BOARDS**

The Town agrees to provide suitable space for and maintain a bulletin board in each work location. The Union shall limit its use of the bulletin board to official Union business, such as meeting notices and Union bulletins.

### **ARTICLE 32 - SEPARATION OF EMPLOYMENT**

Upon separation of employment and prior to retirement the Employer shall pay the employee full face value of all accrued vacation, holiday and compensation time on the pay day in the week following such separation.

### **ARTICLE 33 - RESERVE SERVICE LEAVE**

Section 1. Leaves of absence are granted to employees who are active in the National Guard or a branch of the Armed Forces Reserve for the purpose of fulfilling their training obligations and/or responding to any civil disorder. Written notification for leaves of absence for such purposes must be made to the Chief of Police as soon as possible after the employee's receipt of orders.

Section 2. If an employee is granted a leave of absence for the purposes herein set forth and if his/her daily rate of compensation for such government service, less deductions for FICA, State and Federal taxes, and insurance and retirement coverage, if applicable, is less than the rate that he/she would have earned had he/she been providing services to the Employer less deductions for FICA, State and Federal taxes, and insurance and retirement coverage, then the Town shall pay the employee the difference between the pay rates.

Section 3. The employee utilizing reserve leave shall furnish the Town with an official statement of reserve service pay received and reserve service time served.

Section 4. For the purposes of this section, the phrase "daily rate of compensation" is defined as the employee's normal, daily, straight-time rate of pay, and does not include overtime or call-in time.

### **ARTICLE 34 - MILITARY LEAVE**

The Town agrees to provide all benefits as required by the Selective Service and Training Act and any other applicable laws then in effect.

### **ARTICLE 35 - LEAVE WITHOUT PAY**

An administrative or special leave may be granted to an employee, when approved by the Town Manager, for the purpose of settling the estate of a member of the immediate family, for educational purposes when such education will foster the systematic improvement of the knowledge and/or skills required in the performance of his/her work, for illness or injury when such leave extends beyond the employee's earned sick leave days and for other reasons that may be beneficial to the employee and to the Town.

All such leaves are without pay, do not disrupt the normal operation of the Department, and are specific as to their duration, with sixty (60) days being the maximum duration.

The employee is expected to return to work upon the expiration of an approved leave or to arrange for an extension of the leave with the Town Manager prior to its expiration. Failure on the employee's part to return to work upon the expiration of an approved leave, without having made prior arrangements for an extension of said leave, is deemed a resignation from Town Employment.

Leaves of absence are to be requested in writing by the employee and approved by the Town Manager on such terms and conditions as are agreeable to the parties.

### **ARTICLE 36 - BEREAVEMENT LEAVE**

An employee may be excused from work for up to five (5) days because of death in his/her immediate family as defined below, and is paid his/her or her regular base rate of pay for the scheduled hours missed. Not more than ten (10) hours per day may be paid under this Article. It is intended that this time be used for the purpose of handling necessary arrangements and attendance at the funeral.

Immediate family means, spouse, domestic partner, parents, step- parents, children, step-children, brother, sister, mother-in-law and father-in-law.

Up to three (3) days of leave may be granted for the death of other relatives upon approval of the Chief of Police.

### **ARTICLE 37 - SICK LEAVE**

#### Section 1.

- A. Sick leave is accumulated at the rate of one day per month to a maximum of one hundred and fifty (150) days; said accumulation could be applied to Retirement, as is permitted by the Maine Public Employees Retirement System. The remaining days will be given as early retirement. At the end of the year

(December 31) all sick leave over one hundred and fifty (150) days will be given back and the Town will pay fifty (50%) percent of the face value at the person's normal rate of pay for the days that were given back. For employees hired after July 1, 2015, there will be no sick leave buy back.

- B. Employees who retire or resign from the Town and who have accrued vacation and sick leave time to their credit at the time of retirement or resignation are paid the wages equivalent to the accrued vacation and sick leave. Employees will be eligible for wages paid for accrued sick leave upon resignation and retirement in good standing only. "In good standing" means that the employee's resignation or retirement is not forced by pending criminal charges or does not occur after a notice of discharge has been issued. Nothing in this article prevents the parties from negotiating such sick leave payments as part of the terms of a constructive discharge.

Section 2. In order to qualify for sick leave payments, the employee should notify the Chief of Police or his/her designated representative not later than two (2) hours before his/her normal starting time on the first day of absence, unless the circumstances surrounding the absence make such notification impossible, in which case said notification must be made as soon thereafter as possible. In addition to the above, an employee, if he/she is absent two or more consecutive days must notify the Department at least two (2) hours prior to the beginning of the shift on which he/she intends to return.

Section 3. Qualified employees are eligible for paid sick leave from and to the extent of their unused, accumulated, paid sick leave credits in the following situations:

- A. When it is established to the Employer's satisfaction that the employee is incapacitated and cannot safely perform his/her duties due to sickness, pregnancy or injury.
- B. When it is established that, due to exposure to contagious disease, the health of others would be affected by attendance at work. A physician's statement recommending absence from work is required.
- C. When it is established that an illness exists in the immediate family of the employee, and then for such periods as the attendance of the employee is necessary. The term "immediate family" is defined as spouse, children, parents and other relatives living in the employee's household.
- D. Employees will be allowed to utilize up to forty (40) hours of sick time to care for their spouse, parents or children who are not domiciled with the employee.

Section 4. If the employee is absent for more than three (3) consecutive days, the Employer may require medical proof for said sick leave, in which case the involved employee is required to provide a written statement from a medical doctor certifying the necessity for said absence. At the request of the Employer, an employee, before returning to work, must submit a written statement from his/her physician that certifies the employee's ability to return to work and to perform the required functions of his/her job. Should the Employer require a medical statement, the Employer shall pay the portion of the cost for the visit which is not covered by medical insurance.

Section 5. Whenever sick leave payments are made under this Article, the amount of such payments/hours is deducted from the Employee's unused accumulated sick leave.



Section 6. In the event an employee is temporarily disabled to the extent that he/she is unable to perform all the duties and functions normally required of him, the Chief of Police, in his/her judgment, may approve his/her return to work on a limited duty basis. It is understood and agreed that the Chief of Police has the sole and complete discretion and authority to determine the number of employees who may be allowed to work on a limited duty basis, if any, and the duration thereof.

Section 7. Falsification of evidence to substantiate sick leave is cause for disciplinary action.

Section 8. In the event of the death of any employee, the Town shall pay the employee one hundred percent (100%) of the employee's accumulated sick leave. For Supervisors hired after July 1, 2015, there will be no sick leave buy out.

### **ARTICLE 38 - VACATIONS**

Section 1. The vacation calendar for all Town employees is from January 1st to December 31st. A maximum of ten (10) days may be saved, or, beginning January 1, 2016, cashed out from one year to the next.

Section 2. Entitlement to vacations under this article will be determined as of the Officer's anniversary date of each year.

- A. Employees will receive forty (40) hours of vacation upon completion of six (6) months of continuous service, and an additional forty (40) hours of vacation upon completion of one (1) year of continuous service.
- B. Employees hired before July 1, 2017 who have completed more than one (1) year of currently continuous service, but less than five (5) years will receive ten (10) days of annual vacation leave. Employees hired on or after July 1, 2017 will receive eighty (80) hours of annual vacation leave.
- C. Employees hired before July 1, 2017 who have completed five (5) years of currently continuous service, but less than ten (10) years will receive fifteen (15) days of annual vacation leave. Employees hired on or after July 1, 2017 will receive one hundred twenty (120) hours of annual vacation leave.
- D. Employees hired before July 1, 2017 who have completed ten (10) years of currently continuous service, but less than twenty (20) years will receive twenty (20) days of annual vacation leave. Employees hired on or after July 1, 2017 will receive one hundred sixty (160) hours of annual vacation leave.
- E. Employees hired before July 1, 2017 who have completed twenty (20) years of currently continuous service will receive twenty-five (25) days of annual vacation leave. Employees hired on or after July 1, 2017 will receive two hundred (200) hours of annual vacation leave.

Section 3. In the event that an employee covered hereby dies during the term of this Agreement, the accrued vacation credits, if any, is paid in the wages equivalent to the employee.

Section 4. In the event of dismissal of an employee for cause or if an employee voluntarily leaves, or retires his/her employment, said employee is entitled to vacation pay for all unused vacation earned.

## Section 5.

- A. A day of vacation pay as provided for in Sections A, B, C, D, and E equals ten (10) hours of pay at the employee's straight time rate of pay at the time the employee takes his/her vacation.
- B. The Employer shall determine the number of employees who can be assigned for vacation purposes at any one time, provided, however, that any such determination is based upon the anticipated manpower and work load requirements of the Town.
- C. A seniority list will be posted not later than November 15th of each calendar year, and all employees shall indicate, prior to December 15th of that calendar year, the dates on/during which they desire to take their eligible vacation leave for the upcoming calendar year. In the event that two or more employees desire the same vacation dates and it is determined by the Chief of Police that both employees cannot be assigned for vacation purposes at the same time, the employee having the least amount of seniority selects alternate dates for his/her vacation. A final vacation list indicating those dates agreed upon shall be prepared by the Chief of Police and posted no later than January 1st of the new calendar year.
- D. In the event an employee does not select a vacation period prior to December 15th, he/she shall make written request to the Chief of Police before the 15th of the month preceding the month of the requested vacation dates.
- E. If an employee, due to required court appearances or other emergency situations, is unable to take his/her vacation during the assigned period, the Town shall make every effort to reschedule a vacation period, convenient and agreeable to the employee and the Town, in the calendar year in which the employee's vacation period was assigned.

## **ARTICLE 39 - CALL BACK TIME**

An employee called back to work receives a minimum of four (4) hours pay at one and one-half (1 1/2) times the normal rate of pay for the work for which they are called back. In the event that the employee called back works in excess of four (4) hours, said hours will be paid at one and one-half (1 1/2) times the normal rate.

## **ARTICLE 40 - EMPLOYEE RIGHTS**

To ensure that any internal investigation of any employee will be conducted in a manner conducive to good order and discipline, while observing and protecting the individual rights of each member of the department, the following rules of procedure are established.

- A. As much as possible, the interrogation will be conducted in a reasonable time, taking into consideration the working hours of the employee and the employer, and the legitimate interest of the department. The official conducting the investigation shall advise the employee that an official investigation is being conducted. The investigating officer shall inform the employee of the nature of

the alleged conduct which is the subject matter of the investigation. Unless circumstances require anonymity, the complainant will be identified. If it is known that the employee being interrogated is a witness only, he/she will be so informed.

- B. The interrogation is conducted with the maximum amount of confidentiality possible.
- C. The interrogation of an employee suspected of violating departmental rules and regulations is limited to questions which are directly related to the employee's involvement in the alleged violation.
- D. The interrogation may not be conducted by more than two (2) interrogators at any one time.
- E. If an employee is under arrest, or is likely to be, that is, if the employee is a suspect, or the target of a criminal investigation, the employee will be afforded all rights under such circumstances as any other person.
- F. Any employee being investigated for criminal offenses may have an attorney present at any time during the interrogation. The employee will be afforded a reasonable opportunity and facilities to contact and consult privately with an attorney and/or the Union.
- G. If an employee under investigation is requested to submit to a polygraph examination, the employee will be advised of the questions to be asked prior to the administration of test. No employee may be forced to submit to a polygraph examination against his/her wishes by fear of penalty.
- H. Any and all investigations must be conducted without unreasonable delay, and the employees advised of the final outcome of the investigation within twenty (20) working days of the initiation of the investigation. If for any reason the investigation cannot be concluded within the time limit, the employee being investigated will be given an explanation of the delay and be advised of the outcome as soon as the investigation is completed.
- I. If results of an investigation against an employee prove that the charges are unfounded, it will be so noted in the final report of the investigation.
- J. The results of a polygraph examination are part of the report of the investigation, and may be used by the Police Chief at any and all hearings relating to the matter being investigated.
- K. An employee has the right to a private or a public hearing, if he/she so desires.
- L. Any employee suspended for investigative reasons receives his/her regular weekly base pay.

If a member of the Department is being questioned for the purpose of being a witness only, he/she is to be so informed before the questioning commences. If the investigation implicates a member of the Department who has been questioned as a witness, he/she is to be informed of the



change in the nature of the investigation before questioning commences on another occasion. It is understood and agreed, however, that the informing of a member of the Department that he/she is being questioned as a witness only in no way provides immunity for such employee from disciplinary action that may be taken as a result of information disclosed during the course of the questioning or investigation.

#### **ARTICLE 41 - COMPLAINTS AGAINST SUPERVISORS**

If an investigation is initiated by information from a citizen, a fellow Supervisor or by the Chief of Police, the Chief shall inform the Supervisor being investigated, the Union Steward and the union business agent within five (5) calendar days of receipt of the information that generated the complaint. No investigation will begin without the approval of the Chief of Police.

When a citizen makes a complaint about the actions or conduct of a Supervisor, the following process will follow: A citizen will inform the Chief that he/she is making a complaint about a Supervisor. An attempt will be made to solve the problem at this level. Should the problem still exist, where the citizen chooses to make his/her complaint a formal complaint, he/she will notify the Chief of Police. If a complaint is verbal, then the Supervisor's report/reply may also be verbal. If it is a formal complaint, other than one requested by the Town Manager or Police Chief, then the Supervisor need not make a formal written report/reply until after he/she has had an opportunity to see and review the formal complaint and the reason for the investigation.

The first steps in making a complaint to the Chief about a Supervisor will be strictly followed to protect the rights of the Supervisor.

Prior to an interview regarding an internal complaint, the Police Supervisor will be provided with a copy of all complaints and accusations made, including written statements.

The citizen will be required to make a sworn statement and be advised of the consequences of making a false sworn statement and that the Sergeant will receive a copy of all complaints and accusations made.

The citizen who makes the complaint will have to write or type his/her own statement. A copy of the statement will be given to the Supervisor at the first opportunity after it is received from the complainant. When the citizen making the complaint meets with the Police Chief, the Police Chief will have the written complaint on his/her desk to refer to. The Chief will decide what actions will be taken after the meeting with the complainant and after reviewing his/her statement. Should the Police Chief decide to investigate the complaint or designate an investigator, the Supervisor will be notified immediately in writing from the Chief that the Supervisor is under investigation and who the investigator is and the reason.

As the result of any investigation into the conduct or actions of a Supervisor, a copy of the investigative report will be given to the Supervisor when the investigation is suspended, completed or complaint withdrawn by complainant. The investigation will be completed within thirty (30) calendar days. The Chief of Police will provide the Union Steward and the Supervisor with an update on the status of the internal investigation within fifteen (15) calendar days after the internal investigation has begun. If the Chief of Police wishes to extend the investigation beyond thirty (30) calendar days with reasonable cause, he/she shall only do so if the Union Steward agrees.

The Supervisor may take any appropriate steps or actions regarding the complaint made. The Supervisor has the right to exercise his/her constitutional rights regarding the investigation. Should

the Supervisor be suspended from duty pending an investigation, the Supervisor will be suspended with full base pay and benefits pending the outcome of the investigation.

As the result of any investigation into the conduct or actions of a Police Supervisor, a copy of the investigative report will be given to the Police Supervisor when the investigation is suspended, completed or complaint withdrawn by complainant.

All juveniles who make complaints against Supervisors will be in the presence of their parent or legal guardian when making a complaint.

The Chief of Police will advise the Supervisor whether it is a criminal or inter-departmental investigation. If it is a criminal investigation, the notice requirements and investigative time frames noted above do not apply.

#### **ARTICLE 42 - AMMUNITION FOR ARMS QUALIFICATION**

Officers will qualify in the use of the standard issue weapon, or departmentally prescribed weapon as required by the Maine Criminal Justice Academy. The Town will supply six hundred (600) rounds of either pistol or rifle ammunition per year for qualification purposes. Officers may use up to one hundred (100) additional rounds of unused ammunition from other Officers' ammunition allowance. The Town will pay for annual membership to the South Berwick Rod and Gun Club for qualification purposed, upon request of an Officer.

#### **ARTICLE 43 - TRAINING**

Section 1. Expenses for out of town training required by the Employer, are reimbursed to the employee at actual costs, plus the current mileage reimbursement rate established by the IRS for transportation, unless the employer provides transportation. Mutually agreeable schedule changes may be made to accommodate training.

Section 2. When approved in-service training is scheduled at a time other than during an employee's regular shift, such employee will be compensated for the time necessarily spent at his/her applicable rate of pay and including travel time to or from the designated location of said training, either after a regularly scheduled shift or on days that the employee is not scheduled for work.

Section 3. Employees will not receive additional payments for extra time spent at approved training schools, seminars and courses.

Section 4. Any employee who fails to meet any licensing or certification requirements, standards, or other requirements of the State of Maine necessary to meet the normal requirements of his/her job will be placed on a leave of absence without pay, benefits, or seniority for a period not to exceed one (1) year, at which time the employee is terminated if said requirement(s) is not met.

#### **ARTICLE 44 - EDUCATION**

In year two (2) of this Agreement, the Town will reimburse up to four (4) employees annually (fiscal year) for up to \$750.00 per employee of the cost of tuition towards professional study at an accredited college or university subject to the following provisions:

- The employee must notify in writing the Chief of Police and the Town Manager by March 15 of each year concerning anticipated course work or training.

- The coursework or training must be job-related (to be determined by the Chief of Police)
- The employee must have attained a grade of " B-" or better to be eligible for reimbursement
- Proof of tuition payment by the employee must be provided prior to reimbursement

As long as there are no other employees interested in the Education tuition for that year, the same employee may request up to a total of \$3,000.00 in reimbursement.

### **ARTICLE 45 - PERSONNEL FILES**

Section 1. Any employee has the right, upon request, to review the contents of his/her personnel file, in the presence of the Chief of Police or his/her designee, at any reasonable time. Any employee has the additional right to receive copies of materials placed in his/her personnel file.

The Human Resources Manager shall maintain a written record of the material(s) initially furnished to each employee, and subsequent copies of the same material will be furnished to each employee at his/her expense.

Section 2. No written warning notices/reprimands may be placed in an employee's personnel file until said employee has seen said warning notice/reprimands. The employee shall sign said warning notice/reprimand as an indication that he/she has seen and has read said document.

### **ARTICLE 46 - JOB DESCRIPTION**

No Employee is required to perform duties outside of the job description.

### **ARTICLE 47 - PROMOTIONS**

All promotions above the rank of Sergeant, with the exception of Chief of Police will be made from within the Department Sergeant ranks, provided that there are qualified, in-house candidates available.

If for any reason an Officer above the rank of Sergeant with the exception of Chief of Police is demoted or gives up his/her rank or the position is eliminated within their probationary period, he/she will go back to the Sergeant Ranks and be put on the seniority list by date of promotion to Sergeant provided they were originally promoted from Sergeant Ranks.

### **ARTICLE 48 – ADMINISTRATIVE LEAVE**

Officers placed on paid administrative leave will receive the average weekly wage for the fifty-two (52) weeks preceding the effective date of the administrative leave.

### **ARTICLE 49 - DAMAGE TO PERSONAL PROPERTY**

The Town shall pay the reasonable cost of the repair or replacement of an Officer's acceptable personal items; equipment, clothing, etc., that are lost, damaged, or destroyed in the line of duty. A report of the incident and verification of the value of the property must be submitted for approval to the Chief of Police.



**ARTICLE 50 - DURATION OF AGREEMENT**

Section 1. This Agreement is effective as of July 1, 2017 and it remains in full force and effect until June 30, 2020. It is automatically renewed from year to year thereafter unless either party notifies the other, in writing, at least one hundred and twenty (120) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations begin no later than sixty (60) days prior to the anniversary date. This Agreement remains in full force and effect during the period of negotiation and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

Section 2. In the event that either party desires to terminate this Agreement, written notice of desire to cancel or terminate the Agreement must be given to the other party not less than sixty (60) days prior to the desired termination date, which may not be before the anniversary date set forth in the preceding paragraph.

Section 3. In the event of an inadvertent failure by either party to give the notice set forth in Sections 1 and 2 of this Article, such party may give such notice at any time to the termination or automatic renewal of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2017 to be effective as of July 1, 2017.

Town of Kittery

Teamsters Local Union No. 340  
Affiliated with the International  
Brotherhood of Teamsters

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# TOWN OF KITTELY, MAINE

TOWN CLERK'S OFFICE

200 Rogers Road, Kittery, ME 03904

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

RECEIVED  
DEC 03 2014  
BY: [Signature] 1:10 pm

## APPLICATION FOR APPOINTMENT TO TOWN BOARDS

NAME: Niles R Pinkham

RESIDENCE: 25 Pinkham's Ln

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

E-MAIL ADDRESS: \_\_\_\_\_ PHONE #: (Home) 439 4483 (Work) 451 8705

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

- |  |   |
|--|---|
| <input type="checkbox"/> Board of Appeals                          | <input type="checkbox"/> Board of Assessment Review       |
| <input type="checkbox"/> Conservation Commission                   | <input type="checkbox"/> 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 checked="" type="checkbox"/> Port Authority                 | <input type="checkbox"/> Planning Board                   |
| <input type="checkbox"/> Personnel Board                           | <input type="checkbox"/> Other _____                      |

EDUCATION/TRAINING: 1 yr college, self employed

RELATED EXPERIENCE (Including other Boards and Commissions) Board of Appeals, on water since 8 yrs old

PRESENT EMPLOYMENT: self

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

ANY KNOWN CONFLICT OF INTEREST: \_\_\_\_\_

REASON FOR APPLICATION TO THIS BOARD: want to help

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.

Niles R Pinkham  
SIGNATURE OF APPLICANT

12 2 14  
DATE