



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

November 13, 2017

Council Chambers

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

1. Call to Order
2. Introductory
3. Pledge of Allegiance
4. Oath of Office to Newly Elected Officials
5. Roll Call
6. The Kittery Town Council moves to elect a Chairperson for the ensuing year.
7. The Kittery Town Council moves to elect a Vice-Chairperson for the ensuing year.
8. Agenda Amendment and Adoption
9. Town Manager's Report
10. Acceptance of Previous Minutes - August 28, 2017 Regular Meeting
11. Interviews for the Board of Appeals and Planning
 - Board of Appeals – one position effective immediately until 11/1/20**
 - Vern Gardner
 - Louis Leontakianakos
12. All items involving the town attorney, town engineers, town employees or other town consultants or requested officials.
13. PUBLIC HEARINGS
14. 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
15. UNFINISHED BUSINESS

16. NEW BUSINESS

- a. Donations/gifts received for Council disposition.

The Kittery Town Council moves to accept the following gifts to be deposited in account #2082-43600 KCC Playground Fund:

- \$25 from Peter & Gail Ogilvie in memory of Richard Ogilvie
- \$475 from a grateful family in memory of Casey Savage
- \$138 from JW Data LLC in memory of Casey Savage
- \$224 from DG Marketing LLC in memory of Casey Savage
- \$13,756.36 from the Casey Ryan Savage Memorial

- b. (110117-1) The Kittery Town Council moves to approve the disbursement warrants.

- c. (110117-2) The Kittery Town Council moves to adopt its rules for the ensuing year.

d. (110117-3) The Kittery Town Council moves to appoint Council members to On-going Council Committees.

e. (110117-4) The Kittery Town Council moves to authorize the Town Manager to close departments with the exception of essential personnel, the day after Thanksgiving, November 24, 2017, with the understanding that employees will use their personal accumulated time.

f. (110117-5) The Kittery Town Council moves to determine the date which charter amendments adopted by the voters will take effect, but not later than the first day of the next municipal year.

g. (110117-6) The Kittery Town Council moves to approve and sign a three-year labor contract from July 1, 2017 thru June 30, 2020, for the Professional unit.

h. (110117-7) The Kittery Town Council moves to approve and sign a three-year labor contract from July 1, 2017 thru June 30, 2020, for the Technical unit.

i. (110117-8) The Kittery Town Council moves to appoint a representative to meet with the Chair of the CIP Committee to interview Chris Perkins for his re-appointment to that board until 12/31/20.

j. (110117-9) The Kittery Town Council moves to accept the resignation from Marissa Day from the Planning Board effective immediately.

k. (110117-10) The Kittery Town Council moves to appoint a representative to meet with the Chair of the KCC Board of Directors to interview Danielle Avery for her re-appointment to that board until 12/31/20.

17. COMMITTEE AND OTHER REPORTS

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

18. EXECUTIVE SESSION

(110117-8) 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.

19. ADJOURNMENT

Posted: November 9, 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 November 13, 2017

- 1. Financial Update** – In your packets please find the FY2018 Quarter 1 financial summary report.
- 2. Foreside Land Use, Parking and Transportation Study** – The consultants are currently gathering public input on the draft plan. They conducted a well-attended public forum on October 25th, and participated in a workshop with the Planning Board on November 9th. I will work with the Council Chair to discuss scheduling a presentation and acceptance of the report. The draft report is available online on our Projects tab.
- 3. Bulletproof Vest Partnership Grant** – Congratulations to the Kittery Police Department on their award of a \$3,791.93 grant to purchase National Institute of Justice compliant armored vests.
- 4. Turnpike Authority Guide Sign Changes** – I have met with a number of business representatives along the Route 1 Mall corridor and in the Foreside. The reaction to the guide sign changes has generally not been positive. We are holding a public meeting with the MTA on November 14th to gather more input and to bring MTA into the conversation. We have invited our legislative delegation to the meeting.
- 5. Piscataqua Bridge Repairs** – We met on November 8th with the Maine DOT and the engineers developing the plans for the high-level bridge deck repairs. In the meeting we were able to learn more about the project schedule and plan, and discuss timing, traffic concerns, and possible options to mitigate the traffic impacts. They were receptive to our input and will be bringing it back to the project team. The deck work is not expected to begin until 2019.
- 6. Fred Dixon Retirement** – Please join us in wishing Fred Dixon, Equipment Operator for Public Works, well as he plans to retire. Fred has served the town for over 30 years. Councilors and the public are all welcome to attend his retirement open house on Thursday, November 16th from 3PM to 6PM at the KCC. Please stop by, share a story, and help us wish him well.
- 7. Title 15 and Council Rules** – In your packets as an FYI are the current amended drafts of the Title 15 Code of Ethics and proposed Council Rules and Procedures. I hope to have Town Attorney opinion on their compliance with federal, state, and local law in the coming weeks.
- 8. Town Planner** – As the Council is aware, Chris DiMatteo resigned. We wish him well in his future endeavors. With this vacancy, I am looking at how to respond to Councilors' requests to ensure the town is able to fulfill its growth management goals, attract and sustain strategic

economic development, and more effectively serve customers. In your packets this week, I included an FYI that proposes evolving the Town Planner role to a Director of Planning and Development position. I will be seeking formal action of the Council in the coming weeks, but ask now if you have any input or feedback to please advise.

Upcoming Dates:

- Maine Turnpike Guide Sign Public Input Session – November 14th, 6PM, Town Hall
- Fred Dixon Retirement Open House – November 16th, 3PM to 6PM, Kittery Community Center
- Sarah Mildred Long Bridge Opening Ceremony – December 1st, 11AM

Respectfully Submitted,



Kendra Amaral
Town Manager



TOWN OF KITTERY

200 Rogers Road, Kittery, ME 03904

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

REPORT TO TOWN COUNCIL

Meeting Date: November 13, 2017
From: Kendra Amaral, Town Manager
Subject: Fiscal Year 2018 Financial Update – Quarter 1
Councilor Sponsor: N/A

This is to provide the Council with an update on the Fiscal Year 2018 (FY18) finances at the close of Quarter 1 (Q1) of the fiscal year.

Revenue

Revenue projections are difficult to make this early in the fiscal year. Therefore, at this stage we focus on watching revenue activity, and identifying any unanticipated variations.

Noteworthy for Q1 is the Homestead Exemption revenue, which has come in \$27,660 over projections. This was an area of concern with the change in the exemption law and the State Legislature and Governor's Office discussions about exemption reimbursement reductions. The revenue is generated as a percentage of the prior year's exemptions granted.

We are slightly behind the prior year on Q1 revenue for Auto Excise Tax and Recreation Revenue, while Code Enforcement fees collected through the first quarter equals 52% of the total annual projection. The Code Enforcement revenue is indicative of a strong economy and the development interest we are seeing in Kittery. It is our hope this will translate into appreciable value growth for the coming year.

We have been watching cash flow closely this quarter. The Memorial Circle improvements represent a \$1.9M project, of which the state is reimbursing the town for 90%. However, the quick pace of the project, the timing of it, and the lag time in receiving reimbursements from the state were expected to strain our cash position. In preparation for this, we allowed a \$2.5M certificate of deposit to mature in June without reinvestment to ensure we were able to meet our warrant obligations. Ultimately we did not have to utilize those funds. We plan to reinvest the funds in the coming quarter.

Expenditures

The Finance Director has already begun making year-end expenditure projections. This is particularly important as we respond to and absorb unanticipated costs that arise throughout the year.

Staff related expenses are currently our biggest budget factors being watched. Unplanned vacancies and long-term absences are impacting overtime budgets.

The Planning Department will have to absorb both a long-term absence and a vacancy. We will be utilizing consultants to assist where possible until the department is fully staffed again. I also anticipate proposing some organizational changes that will improve our overall operations, but will likely come with added operating costs.

The shift in the Secretary to the Manager position from part-time to full-time is expected to increase the administration costs. Because of the vacancy in the role for a few months, the total increase is not expected to be significant.

In reviewing the town's TIF programs with the state and Assessor we identified a multi-year calculation error that has resulted in a \$107,000 combined deficit in the TIF fund accounts. The error effectively means the town did not segregate sufficient funds to the TIF accounts from revenue collected through property taxes. We will require a transfer from the Council to rectify the error. We are reviewing the matter internally, with our auditors, and with the state. I expect to have a plan to rectify the error after the close of the fiscal year. Attached is the current analysis for the TIF funds.

Sewer

We have been working closely with our auditors to achieve the clearest picture on the overall financial status of the Sewer Fund. This has been no easy task, due in large part to the transitions of Finance Directors.

We are presently working on a fund status and a twenty-year projection, to better understand what the long-term financial position of the Sewer Fund will be. Preliminary estimates are suggesting potential year over year deficits in the future.

Our efforts will be focused on refining the projections, isolating issues, and identifying solutions for the Council to consider. I expect to have a more detailed report during Q3 of the fiscal year.

As a general note, projected spending was developed using spending cycle calculations, anticipated costs, and other methods as appropriate. Projections are estimates only and may change as additional information becomes available or spending fluctuations occur.

Additional information is attached.

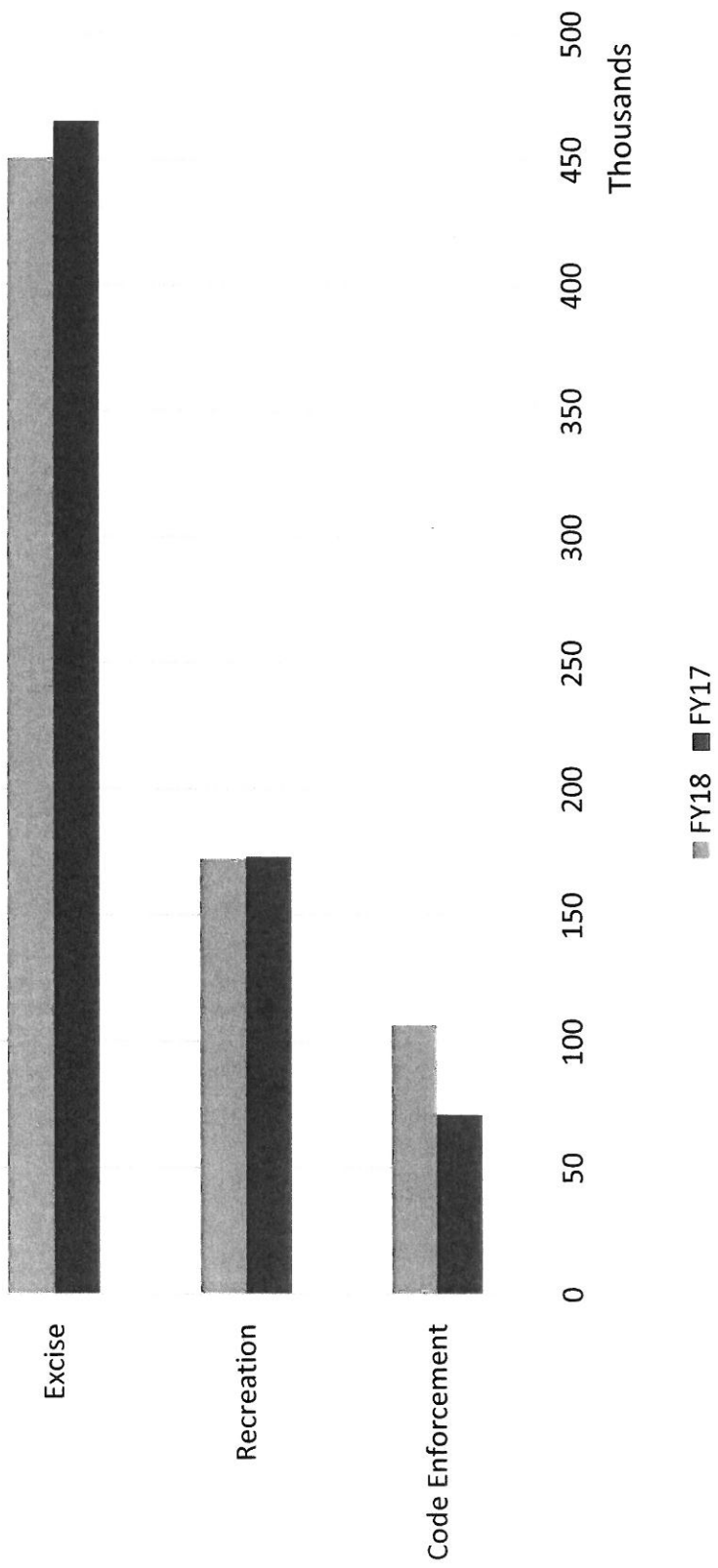
TIF ANALYSIS
Draft for Discussion Purposes Only

ACTUAL FUNDS	ACTUAL							BUDGET		Variance
	FY2012	FY2013	FY2014	FY2015	FY2016	FY2017	FY2018	TOTAL		
TIF 1	-	-	-	-	-	-	-	-	-	(7,324.66)
TIF 2	-	43,289.80	328.52	28,794.41	47,607.57	47,607.54	47,608	215,235.38	47,608	(90,421.89)
TIF 3	-	10,087.78	11,461.27	11,687.18	13,293.49	13,293.46	13,293	73,116.64	13,293	(9,337.88)
ACTUAL Total	\$ -	\$ 53,377.58	\$ 11,789.79	\$ 40,481.59	\$ 60,901.06	\$ 60,901.00	\$ 60,901.00	\$ 288,352.02	\$ 60,901.00	\$ (107,084.42)
CALCULATED Total	\$ 10,892.41	\$ 31,601.72	\$ 47,396.98	\$ 56,831.14	\$ 77,408.62	\$ 80,944.97	\$ 90,360.60	\$ 395,436.44	\$ 90,360.60	\$ (107,084.42)
VARIANCE	\$ (10,892.41)	\$ 21,775.86	\$ (35,607.19)	\$ (16,349.55)	\$ (16,507.56)	\$ (20,043.97)	\$ (29,459.60)	\$ (107,084.42)	\$ (29,459.60)	\$ (107,084.42)

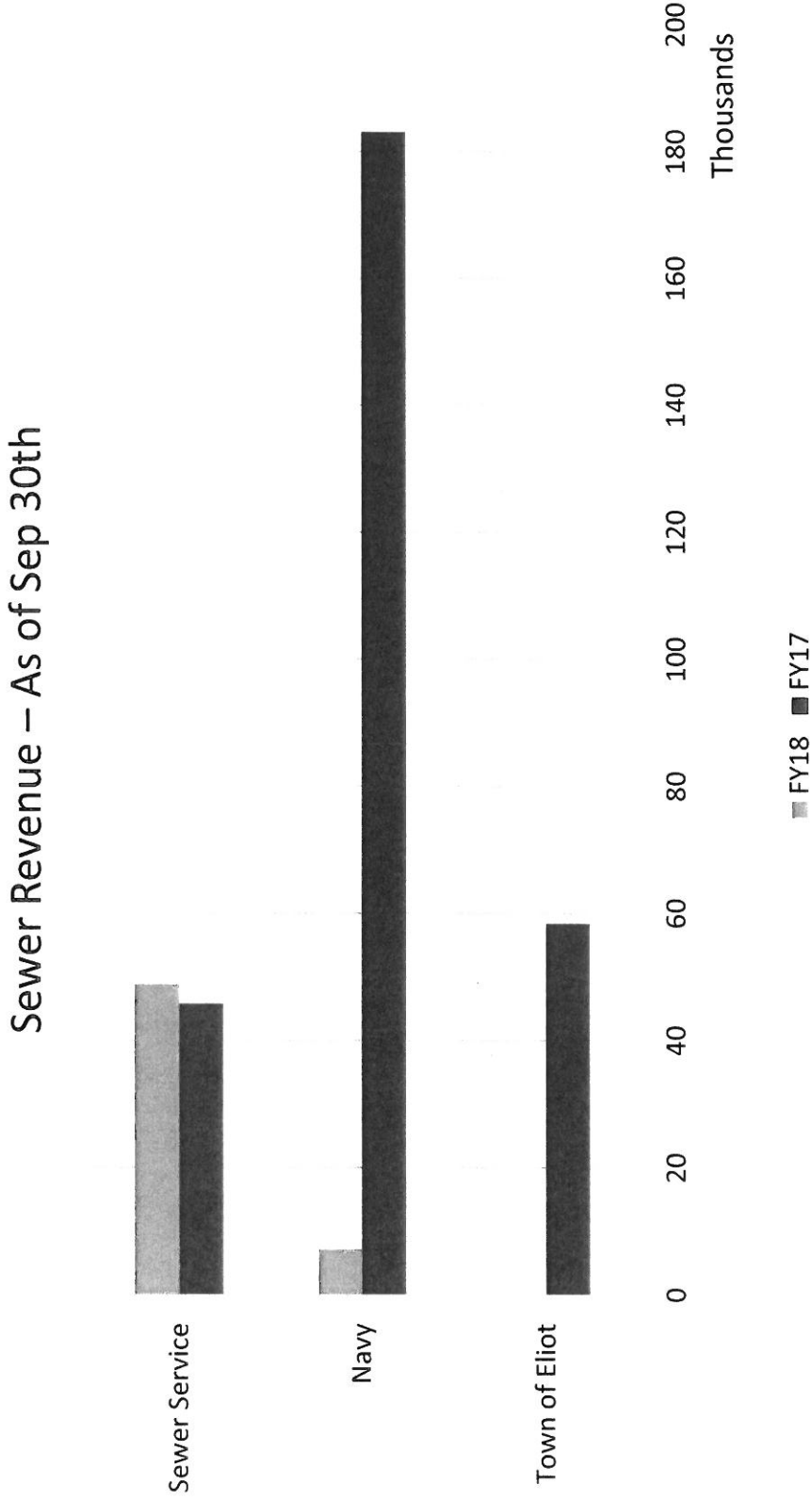
* - Revaluation Year

GENERAL FUNDS Revenues – YTD 2018

Major Revenue Drivers – As of Sep 30th



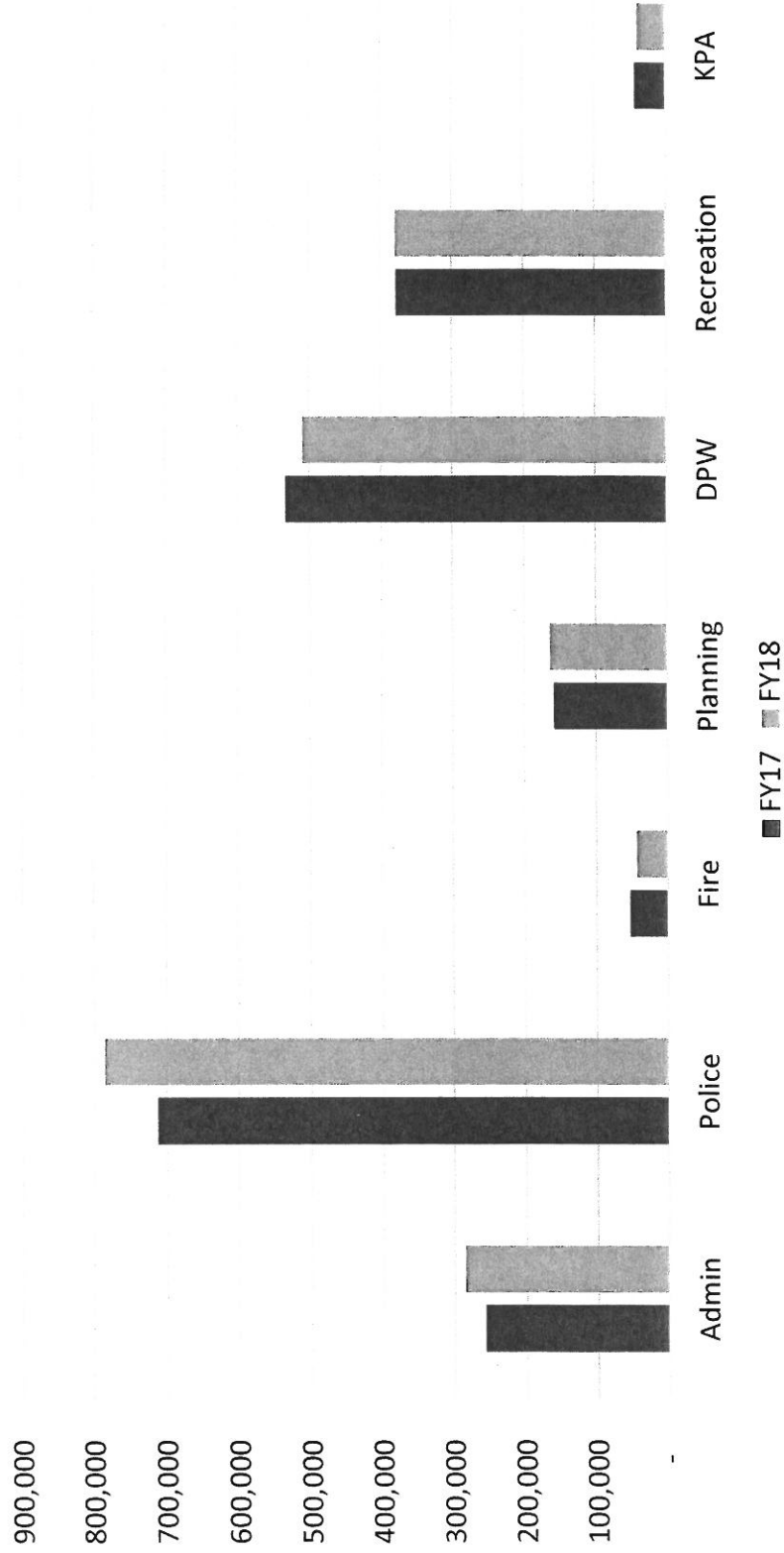
SEWER Revenues – YTD 2018



FY18 Navy and Town of Eliot bills were collected after Q1 closed. Variation year over year reflects the timing variations in issuance and collection of bills for these customers.

GENERAL FUND Expenses – YTD 2018

Major Cost Centers – As of Sep 30th



FY2018 - As of Sep 30th

	BUDGET	REVISED BUDGET	YTD ACTUAL	% of Budget
Revenue	\$13,652,327	\$13,666,327	\$10,388,941	76%
Administration	\$1,192,391	\$1,192,391	\$285,612	24%
Assessors	\$143,502	\$143,502	\$50,062	35%
Overlay	\$64,990	\$64,990	\$0	0%
Police	\$2,976,000	\$2,976,000	\$785,575	26%
Fire	\$333,629	\$333,629	\$43,667	13%
DPW	\$2,260,089	\$2,260,089	\$509,347	23%
Planning	\$448,529	\$448,529	\$118,609	26%
Other	\$1,826,076	\$1,840,076	\$331,543	18%
Recreation	\$1,305,232	\$1,305,232	\$378,521	29%
KPA	\$129,885	\$129,885	\$39,249	30%
Library	\$467,380	\$467,380	\$155,793	33%
Sewer	\$1,257,798	\$1,257,798	\$208,947	17%

Town of Kittery
Fund Balances - Capital Projects and Special Revenues
For the month ending September 30, 2017

Fund Type	New #	Account Name	Ending Fund Balance 6/30/2017	Transfers YE FY17	Transfers FY18	CIP Appropriation 7/1/2017	YTD Expense	YTD Revenue	Ending Fund Balance	Available for Release or Transfer
Special Revenues (Grants, Designated Accounts, etc)										
SR	2006	Additional Snow and Ice Expenses	1,504.29						1,504.29	\$ 1,504.29
SR	2012	Fire Hazmat Spill Recovery Fees	4,236.12				(465.98)		3,770.14	3,770.14
SR	2013	GMH Fire/Police Protection	482.75						482.75	\$ 482.75
SR	2014	Police Grants	24.18						24.18	24.18
SR	2028	Ballot Machines	6,078.00						6,078.00	\$ 6,078.00
SR	2032	ASA Applicant Code	30,265.54				(5,237.75)	29,450.90	54,478.69	54,478.69
SR	2038	Kittery Block Party	22,743.97				(23,150.00)	3,500.00	3,093.97	3,093.97
SR	2056	Concerts in the Park	2,846.91				(2,600.00)		246.91	246.91
SR	2059	KLT /Conservation Comm	972.02						972.02	972.02
SR	2060	Wetland mitigation	25,156.00						25,156.00	25,156.00
SR	2063	Kittery Community Center (KCC) Donations	13,617.29						28,060.91	28,060.91
SR	2066	Police Forfeiture	59,296.57				(57,932.00)	14,443.62	1,364.57	1,364.57
SR	2068	Fort Foster Bench Donations	12,635.11				(314.88)		12,320.23	12,320.23
SR	2069	Boating Infrastructure Grant (BIG)	1,583.71						1,583.71	\$ -
SR	2071	D.A.R.E	216.03						216.03	216.03
SR	2074-43603	TIF District #3	54,454.76				(2,211.24)		52,243.52	52,243.52
SR	2074-67502	TIF District #2	167,627.84						167,627.84	167,627.84
SR	2076	Wave Mitigation - Pepperrell Cove	4,000.00						4,000.00	\$ 4,000.00
SR	2077	Brownfields Grant	(1,372.32)				(3,668.83)		(5,041.15)	(5,041.15)
SR	2079	Spruce Creek 319 PH4 Grant	687.35						687.35	687.35
SR	2081	Channel 22 (PEG) Capital Funding	431,999.99				(4,840.36)	28,115.04	455,274.67	455,274.67
SR	2091	FEMA Flood Maps Ins Rate Appeal	20,000.00						20,000.00	20,000.00
SR	2092	Dispatch Center	(1,000.00)						(1,000.00)	(1,000.00)
SR	4001-67500/43600	State Aid to Roads General	452,056.26		(128,597.50)		(2,400.00)		321,060.76	321,060.76
SR	4001-67502/43602	Whipple Road Improvements	275,744.70		27,292.10				303,036.80	303,036.80
SR	4001-67503/43603	Memorial Circle Improvements	233,873.68		10,000.00		(349,329.87)		(105,456.19)	(105,456.19)
SR	4001-67508/43608	Walker/Wentworth	-		91,305.40				91,305.40	91,305.40
SR	4030	Public Safety Impact Fees	61,461.04				(7,684.84)	14,403.10	68,179.30	68,179.30
SR	2093	LWCF Grant - Emery Field Phase 1	41,230.54				(75,747.40)	41,615.27	7,098.41	7,098.41
SR	2210	Ogden KCC Grant	30,000.00						30,000.00	30,000.00
Total Special Revenue			1,952,424.33	-	-	-	(535,583.15)	131,527.93	1,548,369.11	\$ 12,065.04
CIP Bonds										
CP	2036	Kittery Community Center Bonds	373.48						373.48	373.48
CP	2085	2016 Municipal Projects	24,255.35						24,255.35	24,255.35
CP	2090	Moved to ROW Reserve								
CIP Programs										
SR	2022	Compensated Absences	36,981.90	170,767.00					207,748.90	207,748.90
CP	2033	Property Revaluation	3,478.91						3,478.91	\$ 3,478.91
CP	2053	Pier Construction	(69,309.58)			35,646.00			(33,663.58)	(33,663.58)
CP	2057	Open space	59,047.00						59,047.00	59,047.00
CP	2078	Athletic Fields Master Plan (Design)	37,142.34			25,000.00			62,142.34	62,142.34

i:\Kittery Finance Department - Town and School\TOWN\Manager and Finance Director\Shared\FY18 Other Funds\Other Funds Reports\Other Funds (PM) 9.30.17\Other Funds

Town of Kittery
Fund Balances - Capital Projects and Special Revenues
For the month ending September 30, 2017

Fund Type	New #	Account Name	Ending Fund Balance 6/30/2017	Transfers YE FY17	Transfers FY18	CIP Appropriation 7/1/2017	YTD Expense	YTD Revenue	Ending Fund Balance	Available for Release or Transfer
CP	2080	Comprehensive Plan Update	25,000.00						25,000.00	
CP	4000	KCC Annex & Econ Dev	6,397.12						6,397.12	6,397.12
CP	4002	Right of Way Reserve (inc 4005, 4006, 4008, 2090)	813,921.17			200,000.00	(611,308.21)		402,612.96	
CP	4006	Moved to ROW Reserve								
CP	4006	Moved to ROW Reserve								
CP	4008	Moved to ROW Reserve								
CP	4011	KCC Vehicle Reserve	14,700.00			6,000.00			20,700.00	
CP	4012	Public Works Vehicles/Equipment (inc. 4009, 4014, 4015, 4023)	114,335.79			500,000.00	(208,758.28)		405,577.51	
CP	4013	Fire Apparatus Reserve	181,862.19			159,750.00			341,612.19	
CP	4016	Moved to Parks Reserve								
CP	4017	MS4 Compliance Reserve	104,869.40			10,000.00	(1,083.01)		113,786.39	
CP	4018	KPA Boat Reserve	1,997.02			7,500.00		7,601.00	17,098.02	
CP	4019	KCC Equipment Reserve	7,068.73			5,000.00			12,068.73	
CP	4020	Municipal Technology Reserve	23,951.39			35,000.00	(6,909.06)		52,042.33	
CP	4022	Police Vehicle/Equipment	4,450.94			113,000.00	(30,949.04)		86,501.90	
CP	4023	Moved to Public Works Vehicles/Equipment								
CP	4026	Records Preservation	12.13			10,000.00	(800.00)		9,212.13	
CP	4027	Municipal Facility Reserve (was Roof Maintenance)	170,772.47			50,000.00	(12,588.54)		208,183.93	
CP	4031	Public Safety Base Station Radio Replace	20,845.45						20,845.45	
CP	4037	Fire Dept SCBAS	493.02						493.02	
CP	4043	Parks Building & Grounds (inc 4016)	3,875.47			20,000.00	(3,800.00)		20,075.47	
CP	4051	KCC Facility Reserve	23,700.00			10,000.00			33,700.00	
CP	4052	Moved to KPA Equipment Reserve								
CP	4053	Pepperell Cove Paving/Utilities	21,461.88						21,461.88	
CP	4055	Port Authority Equipment Reserve (inc 4052)	37,686.00			13,000.00			50,686.00	
CP	4056	Fire Dept Equipment Reserve	85,217.32			57,667.00			142,884.32	
CP	4057	Rt 1 Bypass & Rt 1 Two Way Plan	2,500.00						2,500.00	
CP	4100	Fire Dept Facility Reserve (was Boiler Replacements)	36,340.00						36,340.00	
CP	4110	PW Sign Shed	20.00						20.00	20.00
CP	4115	KPA Pepperell Cove Railings & Lights	1,057.00						1,057.00	
CP	4116	KPA Facility Reserve (was Gov Pier)	6,386.50	10,473.00		50,000.00	(7,505.00)		59,354.50	
CP	4117	Town Access Controls System	(18,566.06)	18,566.06					-	
CP	4122	Zoning Recodification and GIS Upgrade				45,000.00			45,000.00	
CP	4120	Rice and Taylor Lighting				10,000.00			10,000.00	
CP	4121	Rice Beam Replacement				6,740.00			6,740.00	
Total Capital Projects			1,982,130.39	199,806.06		1,369,303.00	(883,701.14)	7,601.00	2,413,593.25	\$ 9,896.03
School Capital Projects										
SCH	1001	School Facility Reserve							50,000.00	
SCH	1002	School Equipment Reserve							40,000.00	
SCH	1003	School Technology Reserve							40,000.00	
SCH	1004	School Vehicle Reserve							10,000.00	

Town of Kittery
Fund Balances - Capital Projects and Special Revenues
For the month ending September 30, 2017

Fund Type	New #	Account Name	Ending Fund Balance 6/30/2017	Transfers YE FY17	Transfers FY18	CIP Appropriation 7/1/2017	YTD Expense	YTD Revenue	Ending Fund Balance	Available for Release or Transfer
TOTAL GENERAL OPERATIONS			3,934,554.72	199,806.06		1,509,303.00	(1,419,284.29)	139,128.93	3,961,962.36	\$ 21,961.07
Total School Capital Projects						140,000.00				\$ -
Permanent Funds (Scholarship Funds/Trust Funds)										
PF	5001	Connie Samuels Beautification Fund	58,600.93						58,600.93	
PF	5002	Public Health	27,275.44						27,275.44	
PF	5003	York Hospital Scholarship	12,168.65				9,250.00		21,418.65	
PF	5005	Lester Raynes Fund	9,228.16						9,228.16	
PF	5007	Thresher Memorial Fund	2,650.10				(85.00)		2,565.10	
PF	5010	Recycling Scholarship Fund	6,073.60				500.00	1,260.96	7,834.56	
PF	5021	Cemetery	5,297.35				(6,300.00)		(1,002.65)	
Total Permanent Funds			121,294.23				(5,885.00)	10,510.96	125,920.19	\$ -
Enterprise Fund (Sewer)										
ER	2900	Sewer Impact fees	490,715.46					25,515.00	516,230.46	
ER	2901	Sewer Betterment	116,946.97						116,946.97	
ER	2902	Sewer Safety Grants	-					1,756.00	1,756.00	
ECP	4900	Sewer Vehicle Reserve	166,938.33						166,938.33	
ECP	4901	Sewer Depreciation	239,300.51				(85,882.50)		153,418.01	
Total Enterprise Funds			1,013,901.27				(85,882.50)	27,271.00	955,289.77	\$ -
GRAND TOTAL ALL FUNDS			5,069,750.22	199,806.06		1,509,303.00	(1,511,051.79)	176,910.89	5,043,172.32	\$ 21,961.07



TOWN OF KLITERY
FY18 BUDGET VS. ACTUAL SEPTEMBER YTD

10/02/2017 08:54
220pmoore

FOR 2018 03

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
1000 TOWN GENERAL FUND							
101110 ADMINISTRATION							
101110 64011 MANAGER SALARY	88,620	.00	88,620.00	21,367.52	.00	67,252.48	24.1%
101110 64014 TOWN CLERK SALARY	71,321	.00	71,321.00	17,660.58	.00	53,660.42	24.8%
101110 64017 CLERKS SALARIES	200,961	.00	200,961.00	50,142.42	.00	150,818.58	25.0%
101110 64018 HUMAN RESOURCES MANAG	52,000	.00	52,000.00	13,000.00	.00	39,000.00	25.0%
101110 64020 PART TIME SALARIES	54,080	.00	54,080.00	11,008.00	.00	43,072.00	20.4%
101110 64026 FINANCE DIRECTOR SALA	95,000	.00	95,000.00	23,749.96	.00	71,250.04	25.0%
101110 64027 CUSTODIAN WAGES	7,540	.00	7,540.00	1,335.25	.00	6,204.75	17.7%
101110 64030 OVERTIME	2,000	.00	2,000.00	704.59	.00	1,295.41	35.2%*
101110 64031 SALARY & POSITION ADJ	120,000	.00	120,000.00	.00	.00	120,000.00	.0%
101110 64033 SICK TIME BUY BACK	2,057	.00	2,057.00	.00	.00	2,057.00	.0%
101110 64050 MAINE STATE RETIREMEN	27,757	.00	27,757.00	9,260.97	.00	18,496.03	33.4%*
101110 64051 ICMA EMPLOYER SHARE	14,899	.00	14,899.00	1,271.14	.00	13,627.86	8.5%
101110 64060 FICA EMPLOYER SHARE	43,879	.00	43,879.00	10,256.25	.00	33,622.75	23.4%
101110 64070 WORKERS COMPENSATION	3,568	.00	3,568.00	393.10	.00	3,174.90	11.0%
101110 64090 MAJOR MEDICAL INSURAN	109,915	.00	109,915.00	39,219.65	.00	70,695.35	35.7%*
101110 64091 DENTAL INSURANCE	4,053	.00	4,053.00	1,385.24	.00	2,667.76	34.2%*
101110 64092 DISABILITY INSURANCE	3,456	.00	3,456.00	1,294.77	.00	2,161.23	37.5%*
101110 65010 POSTAGE	12,000	.00	12,000.00	3,000.00	.00	9,000.00	25.0%
101110 65020 TELEPHONE & INTERNET	8,000	.00	8,000.00	1,400.06	.00	6,599.94	17.5%
101110 65030 TRANSPORTATION	1,500	.00	1,500.00	.00	.00	1,500.00	.0%
101110 65040 EDUCATIONAL/MEETING E	5,000	.00	5,000.00	151.00	.00	4,849.00	3.0%
101110 65060 PRINTING	5,200	.00	5,200.00	.00	.00	5,200.00	.0%
101110 65080 LEGAL NOTICES/OTHER A	3,000	.00	3,000.00	-18.49	.00	3,018.49	-.6%
101110 65200 ELECTRICITY	16,000	.00	16,000.00	2,801.80	.00	13,198.20	17.5%
101110 65220 WATER	4,200	.00	4,200.00	.00	.00	4,200.00	.0%
101110 65230 FUEL OIL	600	.00	600.00	380.69	.00	219.31	63.4%
101110 65240 DUMPSTERS	180	.00	180.00	140.40	.00	39.60	78.0%
101110 65250 SEWER	180	.00	180.00	52.50	.00	127.50	29.2%*
101110 65300 MACHINE & EQUIPMENT M	30,000	.00	30,000.00	9,512.74	.00	20,487.26	31.7%*
101110 65400 LEGAL SERVICES	60,000	.00	60,000.00	15,167.81	.00	44,832.19	25.3%*
101110 65410 COMPUTER SERVICES	39,000	.00	39,000.00	16,555.26	.00	22,444.74	42.4%*
101110 65415 WEB PAGE	6,525	.00	6,525.00	6,525.00	.00	.00	100.0%*
101110 65430 AUDIT SERVICES	16,500	.00	16,500.00	12,450.00	.00	4,050.00	75.5%*
101110 65480 OTHER PROFESSIONAL SE	40,000	.00	40,000.00	359.64	.00	39,640.36	.9%
101110 65500 MAINTENANCE OF BLDG/G	12,000	.00	12,000.00	794.08	.00	11,205.92	6.6%
101110 66010 OFFICE SUPPLIES	6,000	.00	6,000.00	5,032.44	.00	967.56	83.9%*
101110 66020 BOOKS/SUBSCRIPTIONS	745	.00	745.00	611.45	.00	133.55	82.1%*



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TOWN OF KITTERY
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	ORIGINAL APPROP	TRANSFRS/ ADJUSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
101110 66025 MAINE MUNICIPAL ASSOC	12,300	.00	12,300.00	.00	.00	12,300.00	.0%
101110 66035 ABSTRACTS & LIENS	9,500	.00	9,500.00	5,830.00	.00	3,670.00	61.4%*
101110 66040 JANITORIAL SUPPLIES &	700	.00	700.00	1,136.18	.00	-436.18	162.3%*
101110 67510 OFFICE FURNITURE & EQ	2,000	.00	2,000.00	1,679.92	.00	320.08	84.0%*
TOTAL ADMINISTRATION	1,192,391	.00	1,192,391.00	285,611.92	.00	906,779.08	24.0%
101115 TOWN COUNCIL							
101115 64001 COUNCIL STIPEND	4,000	.00	4,000.00	.00	.00	4,000.00	.0%
101115 64060 FICA EMPLOYER SHARE	306	.00	306.00	.00	.00	306.00	.0%
101115 65480 OTHER PROF SERV/COUNC	3,000	.00	3,000.00	.00	.00	3,000.00	.0%
101115 66037 COUNCIL EXPENSES	350	.00	350.00	.00	.00	350.00	.0%
TOTAL TOWN COUNCIL	7,656	.00	7,656.00	.00	.00	7,656.00	.0%
101130 ELECTIONS							
101130 64020 PART TIME SALARIES/VO	2,000	.00	2,000.00	.00	.00	2,000.00	.0%
101130 64060 FICA EMPLOYER SHARE	153	.00	153.00	.00	.00	153.00	.0%
101130 65000 ELECTIONS EXPENSES	0	1,000.00	1,000.00	.00	.00	1,000.00	.0%
101130 65010 POSTAGE	600	.00	600.00	.00	.00	600.00	.0%
101130 65060 PRINTING	3,500	.00	3,500.00	.00	.00	3,500.00	.0%
101130 65480 OTHER PROFESSIONAL SE	4,050	.00	4,050.00	.00	.00	4,050.00	.0%
101130 66010 OFFICE SUPPLIES	150	.00	150.00	.00	.00	150.00	.0%
TOTAL ELECTIONS	10,453	1,000.00	11,453.00	.00	.00	11,453.00	.0%
101150 COUNTY TAX							
101150 65480 OTHER PROF SERVICES -	934,420	.00	934,420.00	.00	.00	934,420.00	.0%
TOTAL COUNTY TAX	934,420	.00	934,420.00	.00	.00	934,420.00	.0%
101155 TAX INCREMENT FINANCING							
101155 65000 TIF FINANCING PLAN AM	60,901	.00	60,901.00	.00	.00	60,901.00	.0%



FOR 2018 03

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL TAX INCREMENT FINANCING	60,901	.00	60,901.00	.00	.00	60,901.00	.0%
101160 OVERLAY							
101160 65480 OTHER PROF SERV - OVE	64,990	.00	64,990.00	.00	.00	64,990.00	.0%
TOTAL OVERLAY	64,990	.00	64,990.00	.00	.00	64,990.00	.0%
101210 ASSESSING							
101210 64010 DEVELOPMENT STAFF CLE	15,051	.00	15,051.00	3,480.52	.00	11,570.48	23.1%
101210 64060 FICA EMPLOYER SHARE	1,151	.00	1,151.00	259.65	.00	891.35	22.6%
101210 64070 WORKERS COMPENSATION	0	.00	.00	380.00	.00	-380.00	100.0%*
101210 64090 MAJOR MEDICAL INSURAN	0	.00	.00	1,215.50	.00	-1,215.50	100.0%*
101210 65010 POSTAGE	400	.00	400.00	.00	.00	400.00	.0%
101210 65030 TRANSPORTATION	250	.00	250.00	.00	.00	250.00	.0%
101210 65040 EDUCATIONAL/MEETING E	500	.00	500.00	500.00	.00	.00	100.0%*
101210 65060 PRINTING	300	.00	300.00	.00	.00	300.00	.0%
101210 65070 MAPS	5,000	.00	5,000.00	.00	.00	5,000.00	.0%
101210 65410 COMPUTER SERVICES	8,000	.00	8,000.00	6,595.00	.00	1,405.00	82.4%*
101210 65411 BOARD OF ASSESSMENT R	200	.00	200.00	.00	.00	200.00	.0%
101210 65423 PERSONAL PROPERTY EVA	10,000	.00	10,000.00	10,000.00	.00	.00	100.0%*
101210 65425 VISION INTERNET	2,750	.00	2,750.00	2,250.00	.00	500.00	81.8%*
101210 65480 OTHER PROFESSIONAL SE	98,850	.00	98,850.00	24,602.67	.00	74,247.33	24.9%*
101210 66010 OFFICE SUPPLIES	100	.00	100.00	239.10	.00	-139.10	239.1%*
101210 66020 BOOKS/SUBSCRIPTIONS	200	.00	200.00	.00	.00	200.00	.0%
101210 66035 ABSTRACTS & LIENS TRA	750	.00	750.00	289.70	.00	460.30	38.6%*
TOTAL ASSESSING	143,502	.00	143,502.00	50,062.14	.00	93,439.86	34.9%
101230 DEBT & INTEREST							
101230 68057 RUSTLEWOOD FARM - PRI	0	.00	.00	6,126.87	.00	-6,126.87	100.0%*
101230 68055 2006 FIRE STATION BON	125,000	.00	125,000.00	.00	.00	125,000.00	.0%
101230 68066 2010 PW SALT SHED GO	35,000	.00	35,000.00	35,000.00	.00	.00	100.0%*
101230 68067 2012 KCC BOND PRINC	275,000	.00	275,000.00	.00	.00	275,000.00	.0%
101230 68068 2015 CIP BOND PRINCIP	225,000	.00	225,000.00	.00	.00	225,000.00	.0%



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TOWN OF KITTERY
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FOR 2018 03

	ORIGINAL APPROP	TRANSFRS/ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
101230 68069	0	.00	.00	11,351.62	.00	-11,351.62	100.0%*
101230 68257	0	.00	.00	2,109.38	.00	-2,109.38	100.0%*
101230 68265	48,488	.00	48,488.00	.00	.00	48,488.00	.0%
101230 68268	38,250	.00	38,250.00	.00	.00	38,250.00	.0%
101230 68269	0	.00	.00	3,394.84	.00	-3,394.84	100.0%*
101230 68295	15,975	.00	15,975.00	8,162.50	.00	7,812.50	51.1%*
101230 68297	99,275	.00	99,275.00	49,637.50	.00	49,637.50	50.0%*
TOTAL DEBT & INTEREST	861,988	.00	861,988.00	115,782.71	.00	746,205.29	13.4%
101310 POLICE							
101310 64002	97,390	.00	97,390.00	23,749.96	.00	73,640.04	24.4%
101310 64012	297,245	.00	297,245.00	73,546.20	.00	223,698.80	24.7%
101310 64013	61,565	.00	61,565.00	14,554.82	.00	47,010.18	23.6%
101310 64014	133,464	.00	133,464.00	32,955.80	.00	100,508.20	24.7%
101310 64015	652,886	.00	652,886.00	155,837.93	.00	497,048.07	23.9%
101310 64016	295,826	.00	295,826.00	68,807.77	.00	227,018.23	23.3%
101310 64017	43,950	.00	43,950.00	10,987.64	.00	32,962.36	25.0%*
101310 64022	30,160	.00	30,160.00	7,540.00	.00	22,620.00	25.0%*
101310 64023	72,500	.00	72,500.00	18,125.02	.00	54,374.98	25.0%*
101310 64024	14,728	.00	14,728.00	3,497.75	.00	11,230.25	23.7%
101310 64027	13,104	.00	13,104.00	3,150.00	.00	9,954.00	24.0%
101310 64030	160,000	.00	160,000.00	43,598.84	.00	116,401.16	27.2%*
101310 64032	22,000	.00	22,000.00	2,453.85	.00	19,546.15	11.2%
101310 64033	2,485	.00	2,485.00	.00	.00	2,485.00	.0%
101310 64035	4,956	.00	4,956.00	10,704.67	.00	-5,748.67	216.0%*
101310 64050	220,200	.00	220,200.00	60,016.45	.00	160,183.55	27.3%*
101310 64051	10,572	.00	10,572.00	2,163.43	.00	8,408.57	20.5%
101310 64060	145,523	.00	145,523.00	34,518.67	.00	111,004.33	23.7%
101310 64070	55,500	.00	55,500.00	7,768.37	.00	47,731.63	14.0%
101310 64090	411,713	.00	411,713.00	160,110.28	.00	251,602.72	38.9%*
101310 64091	2,762	.00	2,762.00	1,022.40	.00	1,739.60	37.0%*
101310 64092	8,832	.00	8,832.00	2,091.55	.00	6,740.45	23.7%*
101310 65010	500	.00	500.00	28.30	.00	471.70	5.7%
101310 65020	19,209	.00	19,209.00	3,300.82	.00	15,908.18	17.2%
101310 65030	1,800	.00	1,800.00	400.00	.00	1,400.00	22.2%
101310 65040	14,000	.00	14,000.00	3,033.73	.00	10,966.27	21.7%
101310 65060	600	.00	600.00	148.70	.00	451.30	24.8%
101310 65080	380	.00	380.00	.00	.00	380.00	.0%
101310 65200	15,000	.00	15,000.00	3,735.72	.00	11,264.28	24.9%
101310 65220	530	.00	530.00	.00	.00	530.00	.0%



FOR 2018 03

	ORIGINAL APPROP	TRANSFRS/ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
101310 65230 FUEL OIL	5,400	.00	5,400.00	507.59	.00	4,892.41	9.4%
101310 65240 DUMPSTERS	750	.00	750.00	187.20	.00	562.80	25.0%*
101310 65250 SEWER	240	.00	240.00	70.00	.00	170.00	29.2%*
101310 65300 MACHINE & EQUIPMENT M	34,656	.00	34,656.00	17,773.67	.00	16,882.33	51.3%*
101310 65310 VEHICLE MAINTENANCE	32,738	.00	32,738.00	3,828.58	.00	28,909.42	11.7%*
101310 65311 GAS, GREASE, & OIL	42,356	.00	42,356.00	5,414.42	.00	36,941.58	12.8%*
101310 65470 DOG EXPENSE	600	.00	600.00	.00	.00	600.00	.0%
101310 65480 OTHER PROFESSIONAL SE	625	.00	625.00	2,337.50	.00	-1,712.50	374.0%*
101310 65500 MAINTENANCE OF BLDG/G	4,400	.00	4,400.00	1,306.29	.00	3,093.71	29.7%*
101310 65521 UNIFORMS	17,000	.00	17,000.00	2,868.03	.00	14,131.97	16.9%*
101310 66010 OFFICE SUPPLIES	4,000	.00	4,000.00	347.34	.00	3,652.66	8.7%*
101310 66020 BOOKS/SUBSCRIPTIONS	1,555	.00	1,555.00	268.95	.00	1,286.05	17.3%*
101310 66030 OTHER SUPPLIES	2,200	.00	2,200.00	966.38	.00	1,233.62	43.9%*
101310 66032 ARMORY SUPPLIES	8,500	.00	8,500.00	1,261.62	.00	7,238.38	14.8%*
101310 66040 JANITORIAL SUPPLIES &	1,200	.00	1,200.00	588.90	.00	611.10	49.1%*
101310 67510 OFFICE FURNITURE & EQ	1,000	.00	1,000.00	.00	.00	1,000.00	.0%
101310 67517 BULLET PROOF VESTS	9,400	.00	9,400.00	.00	.00	9,400.00	.0%
TOTAL POLICE	2,976,000	.00	2,976,000.00	785,575.14	.00	2,190,424.86	26.4%
101320 FIRE							
101320 64003 FIRE CHIEF SALARY	52,788	.00	52,788.00	13,196.94	.00	39,591.06	25.0%
101320 64020 PART TIME SALARIES	132,318	.00	132,318.00	.00	.00	132,318.00	.0%
101320 64060 FICA EMPLOYER SHARE	14,161	.00	14,161.00	1,009.59	.00	13,151.41	7.1%
101320 64070 WORKERS COMPENSATION	15,562	.00	15,562.00	2,376.96	.00	13,185.04	15.3%*
101320 64095 ACCIDENT & HEALTH	1,938	.00	1,938.00	1,938.00	.00	.00	100.0%*
101320 65020 TELEPHONE & INTERNET	7,680	.00	7,680.00	1,493.65	.00	6,186.35	19.4%
101320 65040 EDUCATIONAL/MEETING E	2,034	.00	2,034.00	.00	.00	2,034.00	.0%
101320 65045 TRAINING	5,000	.00	5,000.00	.00	.00	5,000.00	.0%
101320 65046 HEALTH/PHYSICAL	2,778	.00	2,778.00	1,200.00	.00	1,578.00	43.2%*
101320 65080 LEGAL NOTICES/OTHER A	0	.00	.00	102.57	.00	-102.57	100.0%*
101320 65200 ELECTRICITY	10,091	.00	10,091.00	1,804.82	.00	8,286.18	17.9%*
101320 65220 WATER	293	.00	293.00	73.30	.00	219.70	25.0%*
101320 65230 FUEL OIL	20,000	.00	20,000.00	506.70	.00	19,493.30	2.5%*
101320 65250 SEWER	300	.00	300.00	75.00	.00	225.00	25.0%*
101320 65300 MACHINE & EQUIPMENT M	24,529	.00	24,529.00	7,473.57	.00	17,055.43	30.5%*
101320 65302 PROTECTIVE & SAFETY E	2,892	.00	2,892.00	.00	.00	2,892.00	.0%
101320 65311 GAS, GREASE, & OIL	7,250	.00	7,250.00	861.43	.00	6,388.57	11.9%*
101320 65330 RADIO MAINTENANCE	5,907	.00	5,907.00	2,070.00	.00	3,837.00	35.0%*
101320 65480 OTHER PROFESSIONAL SE	7,016	.00	7,016.00	6,130.78	.00	885.22	87.4%*
101320 65500 MAINTENANCE OF BLDG/G	15,120	.00	15,120.00	2,781.31	.00	12,338.69	18.4%



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TOWN OF KITTERY
FY18 BUDGET VS. ACTUAL SEPTEMBER YTD

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FOR 2018 03

	ORIGINAL APPROP	TRANSFERS/ADJUSTMENTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
101320 66010 OFFICE SUPPLIES	672	.00	672.00	122.75	.00	549.25	18.3%
101320 66020 BOOKS/SUBSCRIPTIONS/D	200	.00	200.00	.00	.00	200.00	.0%
101320 66040 JANITORIAL SUPPLIES &	600	.00	600.00	188.96	.00	411.04	31.5%*
101320 67505 EXTINGUISHER MAINTENA	300	.00	300.00	.00	.00	300.00	.0%
101320 67515 LANTERNS & BATTERIES	200	.00	200.00	.00	.00	200.00	.0%
101320 67520 OPERATING EQUIPMENT	4,000	.00	4,000.00	260.29	.00	3,739.71	6.5%
TOTAL FIRE	333,629	.00	333,629.00	43,666.62	.00	289,962.38	13.1%
101330 STREETLIGHTS							
101330 65200 ELECTRICITY - STREETL	120,000	.00	120,000.00	19,229.89	.00	100,770.11	16.0%
101330 65300 MACHINE & EQUIPMENT M	10,000	.00	10,000.00	3,965.00	.00	6,035.00	39.7%*
101330 67500 STREETLIGHTING CAPITA	0	.00	.00	1,136.00	.00	-1,136.00	100.0%*
TOTAL STREETLIGHTS	130,000	.00	130,000.00	24,330.89	.00	105,669.11	18.7%
101340 HYDRANT RENTALS							
101340 65300 HYDRANT RENT MACHINE	254,179	.00	254,179.00	.00	.00	254,179.00	.0%
TOTAL HYDRANT RENTALS	254,179	.00	254,179.00	.00	.00	254,179.00	.0%
101350 CIVIL EMERGENCY PREPARDNESS							
101350 65020 TELEPHONE & INTERNET	300	.00	300.00	.00	.00	300.00	.0%
101350 65060 PRINTING	300	.00	300.00	.00	.00	300.00	.0%
101350 66010 OFFICE SUPPLIES	100	.00	100.00	.00	.00	100.00	.0%
TOTAL CIVIL EMERGENCY PREPARDN	700	.00	700.00	.00	.00	700.00	.0%
101410 HIGHWAY							
101410 64004 HIGHWAY 35% COMM SALA	26,250	.00	26,250.00	6,562.53	.00	19,687.47	25.0%*
101410 64010 FULL TIME SALARIES	437,884	.00	437,884.00	108,179.02	.00	329,704.98	24.7%
101410 64015 ADMINISTRATIVE ASSIST	46,322	.00	46,322.00	11,580.42	.00	34,741.58	25.0%



FOR 2018 03

	ORIGINAL APPROP	TRANSFRS/ ADJUSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
101410 64020	PART TIME WAGES	.00	49,608.00	7,120.03	.00	42,487.97	14.4%
101410 64029	OVERTIME - SNOW & STO	.00	70,000.00	.00	.00	70,000.00	.0%
101410 64030	OVERTIME	.00	5,500.00	3,759.69	.00	1,740.31	68.4%*
101410 64050	MAINE STATE RETIREMEN	.00	56,207.00	13,171.45	.00	43,035.55	23.4%
101410 64051	ICMA EMPLOYER SHARE	0	.00	108.00	.00	-108.00	100.0%*
101410 64060	FICA EMPLOYER SHARE	.00	48,621.00	10,133.33	.00	38,487.67	20.8%
101410 64070	WORKERS COMPENSATION	.00	49,927.00	6,302.58	.00	43,624.42	12.6%
101410 64090	MAJOR MEDICAL INSURAN	.00	139,358.00	65,816.48	.00	73,541.52	47.2%*
101410 64091	DENTAL INSURANCE	.00	1,079.00	279.72	.00	799.28	25.9%*
101410 64092	DISABILITY INSURANCE	.00	4,608.00	1,769.12	.00	2,838.88	38.4%*
101410 65010	POSTAGE	.00	500.00	99.15	.00	400.85	19.8%
101410 65020	TELEPHONE & INTERNET	.00	4,000.00	1,043.55	.00	2,956.45	26.1%*
101410 65030	TRANSPORTATION	.00	750.00	.00	.00	750.00	.0%
101410 65040	EDUCATIONAL/MEETING E	.00	5,000.00	299.89	.00	4,700.11	6.0%
101410 65060	PRINTING	.00	600.00	159.90	.00	440.10	26.7%*
101410 65080	LEGAL NOTICES/OTHER A	.00	1,000.00	.00	.00	1,000.00	.0%
101410 65200	ELECTRICITY	.00	4,000.00	707.61	.00	3,292.39	17.7%
101410 65220	WATER	.00	2,000.00	36.65	.00	1,963.35	1.8%
101410 65230	FUEL OIL	.00	7,000.00	.00	.00	7,000.00	.0%
101410 65250	SEWER	.00	350.00	75.00	.00	275.00	21.4%
101410 65300	MACHINE & EQUIPMENT M	.00	18,000.00	4,276.04	.00	13,723.96	23.8%
101410 65302	PROTECTIVE & SAFETY E	.00	2,500.00	945.28	.00	1,554.72	37.8%*
101410 65303	FACILITY SAFETY INSEPE	.00	1,250.00	207.75	.00	1,042.25	16.6%
101410 65310	VEHICLE MAINTENANCE	.00	16,000.00	1,027.64	.00	14,972.36	6.4%
101410 65311	GAS, GREASE, & OIL	.00	48,600.00	3,632.50	.00	44,967.50	7.5%
101410 65312	TIRES & TUBES	.00	8,000.00	683.40	.00	7,316.60	8.5%
101410 65450	TARRING & PATCHING	.00	6,000.00	6,659.57	.00	-659.57	111.0%*
101410 65452	SALT	.00	110,000.00	.00	.00	110,000.00	.0%
101410 65454	SAND	.00	2,100.00	.00	.00	2,100.00	.0%
101410 65456	GRAVEL & FILL	.00	5,000.00	.00	.00	5,000.00	.0%
101410 65458	DRAINAGE SUPPLIES	.00	5,000.00	302.82	.00	4,697.18	6.1%
101410 65460	SIGNS	.00	10,000.00	8,908.41	.00	1,091.59	89.1%*
101410 65462	STRIPING	.00	30,000.00	.00	.00	30,000.00	.0%
101410 65466	SNOW REMOVAL EQUIP/PA	.00	18,300.00	25.69	.00	18,274.31	.1%
101410 65480	OTHER PROFESSIONAL SE	.00	25,000.00	1,563.72	.00	23,436.28	6.3%
101410 65500	MAINTENANCE OF BLDG/G	.00	3,000.00	446.08	.00	2,553.92	14.9%*
101410 65521	UNIFORMS	.00	4,400.00	3,270.49	.00	1,129.51	74.3%*
101410 65522	C.D.L PROGRAMS	.00	950.00	189.00	.00	761.00	19.9%*
101410 66009	SHOP SUPPLIES	.00	13,800.00	5,027.42	.00	7,972.58	38.7%*
101410 66010	OFFICE SUPPLIES	.00	800.00	53.97	.00	746.03	6.7%
101410 66011	HAND TOOLS	.00	600.00	.00	.00	600.00	.0%
101410 66020	BOOKS/SUBSCRIPTIONS	.00	600.00	.00	.00	600.00	.0%
101410 66030	OTHER SUPPLIES	.00	400.00	.00	.00	400.00	.0%
101410 66040	JANITORIAL SUPPLIES &	.00	6,000.00	1,802.02	.00	4,197.98	30.0%*



FOR 2018 03

	ORIGINAL APPROP	TRANSFRS/ADJUSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
101410 67514 PLANT EQUIPMENT	1,000	.00	1,000.00	.00	.00	1,000.00	.0%
101410 67518 RENTAL EQUIPMENT	3,000	.00	3,000.00	262.35	.00	2,737.65	8.7%
101410 67520 OPERATING EQUIPMENT	1,500	.00	1,500.00	.00	.00	1,500.00	.0%
101410 67540 IMPROVEMENTS TO BLDGS	2,000	.00	2,000.00	.00	.00	2,000.00	.0%
TOTAL HIGHWAY	1,303,564	.00	1,303,564.00	276,488.27	.00	1,027,075.73	21.2%
101520 GENERAL ASSISTANCE							
101520 65480 OTHER PROF SERVICES-W	50,000	.00	50,000.00	14,586.33	.00	35,413.67	29.2%*
TOTAL GENERAL ASSISTANCE	50,000	.00	50,000.00	14,586.33	.00	35,413.67	29.2%
101530 PUBLIC HEALTH SERVICE							
101530 64020 PART TIME SALARIES	520	.00	520.00	130.00	.00	390.00	25.0%
101530 64051 ICMA EMPLOYER SHARE	31	.00	31.00	7.80	.00	23.20	25.2%*
101530 64060 FICA EMPLOYER SHARE	40	.00	40.00	10.14	.00	29.86	25.4%*
TOTAL PUBLIC HEALTH SERVICE	591	.00	591.00	147.94	.00	443.06	25.0%
101540 COMMUNITY AGENCIES							
101540 65479 FAIR TIDE	1,600	.00	1,600.00	1,600.00	.00	.00	100.0%*
101540 65482 AIDS RESPONSE SEACOAS	965	.00	965.00	.00	.00	965.00	.0%
101540 65483 AMERICAN RED CROSS	500	.00	500.00	.00	.00	500.00	.0%
101540 65487 CARING UNLIMITED	1,000	.00	1,000.00	.00	.00	1,000.00	.0%
101540 65492 YORK COUNTY COMMUNITY	2,500	.00	2,500.00	2,500.00	.00	.00	100.0%*
101540 65496 YORK COUNTY SHELTERS	500	.00	500.00	.00	.00	500.00	.0%
101540 65497 SO MAINE AREA AGENCY	1,300	.00	1,300.00	1,300.00	.00	.00	100.0%*
101540 65499 CROSSROADS HOUSE, INC	2,000	.00	2,000.00	.00	.00	2,000.00	.0%
101540 65526 GARDEN CLUB	300	.00	300.00	.00	.00	300.00	.0%
101540 65527 MAINE PUBLIC	100	.00	100.00	.00	.00	100.00	.0%
101540 65528 SO. MAINE VET MEM CEM	1,000	.00	1,000.00	1,000.00	.00	.00	100.0%*
TOTAL COMMUNITY AGENCIES	11,765	.00	11,765.00	6,400.00	.00	5,365.00	54.4%
101720 PLANNING BOARD & BOA							
101720 65010 POSTAGE	500	.00	500.00	.00	.00	500.00	.0%



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	ORIGINAL APPROP	TRANSFRS/ ADJSTM'TS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
101720 65040 EDUCATIONAL/MEETING E	1,750	.00	1,750.00	.00	.00	1,750.00	.0%
101720 65060 PRINTING	500	.00	500.00	.00	.00	500.00	.0%
101720 65080 LEGAL NOTICES & OTHER	1,500	.00	1,500.00	.00	.00	1,500.00	.0%
101720 65480 OTHER PROFESSIONAL SE	7,300	.00	7,300.00	409.62	.00	6,890.38	5.6%
101720 66010 OFFICE SUPPLIES	225	.00	225.00	.00	.00	225.00	.0%
101720 66026 SMRPC MEMBERSHIP	4,562	.00	4,562.00	4,562.00	.00	.00	100.0%*
TOTAL PLANNING BOARD & BOA	16,337	.00	16,337.00	4,971.62	.00	11,365.38	30.4%
101721 PLANNING / CODE							
101721 64005 CODE ENFORCEMENT SALA	62,546	.00	62,546.00	15,636.41	.00	46,909.59	25.0%*
101721 64006 PLANNER SALARY	75,254	.00	75,254.00	18,813.60	.00	56,440.40	25.0%*
101721 64010 DEVELOPMENT STAFF CLE	22,576	.00	22,576.00	5,926.29	.00	16,649.71	26.3%*
101721 64017 ASSISTANT PLANNER	46,280	.00	46,280.00	10,998.66	.00	35,281.34	23.8%*
101721 64018 ASST CODE ENFORCEMENT	49,057	.00	49,057.00	12,266.83	.00	36,790.17	25.0%*
101721 64020 SHORELAND RESOURCE OF	18,512	.00	18,512.00	4,450.00	.00	14,062.00	24.0%*
101721 64030 OVERTIME	800	.00	800.00	.00	.00	800.00	.0%
101721 64050 MAINE STATE RETIREMEN	6,487	.00	6,487.00	1,604.92	.00	4,882.08	24.7%
101721 64051 ICMA EMPLOYER SHARE	13,302	.00	13,302.00	2,726.92	.00	10,575.08	20.5%
101721 64060 FICA EMPLOYER SHARE	21,039	.00	21,039.00	5,157.87	.00	15,881.13	24.5%
101721 64070 WORKERS COMPENSATION	3,785	.00	3,785.00	522.66	.00	3,262.34	13.8%
101721 64090 MAJOR MEDICAL INSURAN	84,491	.00	84,491.00	27,317.48	.00	57,173.52	32.3%*
101721 64091 DENTAL INSURANCE	1,198	.00	1,198.00	443.84	.00	754.16	37.0%*
101721 64092 DISABILITY INSURANCE	1,920	.00	1,920.00	740.60	.00	1,179.40	38.6%*
101721 65010 POSTAGE	125	.00	125.00	.00	.00	125.00	.0%
101721 65020 TELEPHONE & INTERNET	1,320	.00	1,320.00	342.84	.00	977.16	26.0%*
101721 65030 TRANSPORTATION	1,100	.00	1,100.00	.00	.00	1,100.00	.0%
101721 65040 EDUCATIONAL/MEETING E	2,350	.00	2,350.00	105.00	.00	2,245.00	4.5%
101721 65060 PRINTING	600	.00	600.00	.00	.00	600.00	.0%
101721 65300 MACHINE & EQUIPMENT M	0	.00	.00	3,686.21	.00	-3,686.21	100.0%*
101721 65310 VEHICLE MAINTENANCE	500	.00	500.00	.00	.00	500.00	.0%
101721 65311 GAS, GREASE, & OIL	600	.00	600.00	86.92	.00	513.08	14.5%
101721 65400 LEGAL SERVICES	10,000	.00	10,000.00	2,070.00	.00	7,930.00	20.7%
101721 65480 OTHER PROFESSIONAL SE	5,000	.00	5,000.00	.00	.00	5,000.00	.0%
101721 65521 UNIFORMS	450	.00	450.00	99.89	.00	350.11	22.2%*
101721 66010 OFFICE SUPPLIES	1,900	.00	1,900.00	478.20	.00	521.80	47.8%*
101721 66020 BOOKS/SUBSCRIPTIONS/D	900	.00	900.00	105.00	.00	795.00	11.7%
101721 66030 OTHER SUPPLIES	500	.00	500.00	57.45	.00	442.55	11.5%
101721 67510 OFFICE FURNITURE & EQ	500	.00	500.00	.00	.00	500.00	.0%
TOTAL PLANNING / CODE	432,192	.00	432,192.00	113,637.59	.00	318,554.41	26.3%
101730 IN TOWN PARKS							



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	ORIGINAL APPROP	TRANSFRS/ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
101730 64007	7,500	.00	7,500.00	1,874.99	.00	5,625.01	25.0%
101730 64010	44,278	.00	44,278.00	11,070.81	.00	33,207.19	25.0%*
101730 64020	28,080	.00	28,080.00	13,404.53	.00	14,675.47	47.7%*
101730 64030	800	.00	800.00	756.60	.00	43.40	94.6%*
101730 64050	4,251	.00	4,251.00	1,296.51	.00	2,954.49	30.5%*
101730 64060	6,170	.00	6,170.00	2,055.43	.00	4,114.57	33.3%*
101730 64070	2,664	.00	2,664.00	390.21	.00	2,273.79	14.6%
101730 64090	19,291	.00	19,291.00	9,590.23	.00	9,700.77	49.7%*
101730 64091	79	.00	79.00	13.48	.00	65.52	17.1%
101730 64092	444	.00	444.00	148.12	.00	295.88	33.4%*
101730 65040	200	.00	200.00	.00	.00	200.00	.0%
101730 65060	200	.00	200.00	.00	.00	200.00	.0%
101730 65080	250	.00	250.00	.00	.00	250.00	.0%
101730 65200	1,500	.00	1,500.00	228.19	.00	1,271.81	15.2%
101730 65300	7,000	.00	7,000.00	964.13	.00	6,035.87	13.8%
101730 65302	2,000	.00	2,000.00	592.43	.00	1,407.57	29.6%*
101730 65310	625	.00	625.00	74.89	.00	175.11	30.0%*
101730 65311	1,000	.00	1,000.00	.00	.00	1,000.00	.0%
101730 65312	4,000	.00	4,000.00	643.55	.00	3,356.45	16.1%
101730 65457	3,000	.00	3,000.00	18.29	.00	981.71	1.8%
101730 65480	25,000	.00	25,000.00	742.56	.00	2,257.44	24.8%
101730 65500	1,000	.00	1,000.00	7,304.00	.00	17,696.00	29.2%*
101730 65521	400	.00	400.00	299.14	.00	700.86	29.9%*
101730 66011	150	.00	150.00	800.00	.00	-400.00	200.0%*
101730 66030	100	.00	100.00	76.37	.00	73.63	50.9%*
101730 66040	100	.00	100.00	71.61	.00	28.39	71.6%*
101730 67520	1,000	.00	1,000.00	494.95	.00	100.00	.0%
TOTAL IN TOWN PARKS	162,332	.00	162,332.00	52,911.02	.00	109,420.98	32.6%
101735 FT FOSTER SEAPOINT & CRESCENT							
101735 64007	11,250	.00	11,250.00	2,812.55	.00	8,437.45	25.0%*
101735 64010	48,366	.00	48,366.00	12,095.20	.00	36,270.80	25.0%*
101735 64020	54,014	.00	54,014.00	24,531.38	.00	29,482.62	45.4%*
101735 64030	6,500	.00	6,500.00	708.42	.00	5,791.58	10.9%
101735 64050	4,643	.00	4,643.00	1,499.17	.00	3,143.83	32.3%*
101735 64060	9,190	.00	9,190.00	3,020.78	.00	6,169.22	32.9%*
101735 64070	2,664	.00	2,664.00	356.02	.00	2,307.98	13.4%



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FOR 2018 03

	ORIGINAL APPROP	TRANFRS/ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
101735 64090 MAJOR MEDICAL INSURAN	23,575	.00	23,575.00	7,801.85	.00	15,773.15	33.1%*
101735 64091 DENTAL INSURANCE	187	.00	187.00	20.20	.00	166.80	10.8%*
101735 64092 DISABILITY INSURANCE	444	.00	444.00	148.12	.00	295.88	33.4%*
101735 65020 TELEPHONE & INTERNET	1,400	.00	1,400.00	238.87	.00	1,161.13	17.1%*
101735 65040 EDUCATIONAL/MEETING E	2,200	.00	2,200.00	.00	.00	2,200.00	.0%*
101735 65060 PRINTING	2,500	.00	2,500.00	1,219.05	.00	1,280.95	48.8%*
101735 65080 LEGAL NOTICES/OTHER A	500	.00	500.00	.00	.00	500.00	.0%*
101735 65200 ELECTRICITY	500	.00	500.00	51.27	.00	448.73	10.3%*
101735 65220 WATER	600	.00	600.00	.00	.00	600.00	.0%*
101735 65300 MACHINE & EQUIPMENT M	1,500	.00	1,500.00	128.92	.00	1,371.08	8.6%*
101735 65302 PROTECTIVE & SAFETY E	300	.00	300.00	626.27	.00	-326.27	208.8%*
101735 65303 FACILITY SAFETY INSEP	625	.00	625.00	.00	.00	625.00	.0%*
101735 65310 VEHICLE MAINTENANCE	1,000	.00	1,000.00	.00	.00	1,000.00	.0%*
101735 65311 GAS, GREASE & OIL	4,000	.00	4,000.00	324.50	.00	3,675.50	8.1%*
101735 65312 TIRES & TUBES	700	.00	700.00	.00	.00	700.00	.0%*
101735 65480 OTHER PROFESSIONAL SE	4,000	.00	4,000.00	.00	.00	4,000.00	.0%*
101735 65500 MAINTENANCE OF BLDG/G	4,500	.00	4,500.00	273.90	.00	4,226.10	6.1%*
101735 65510 PAINTING	400	.00	400.00	236.00	.00	164.00	59.0%*
101735 65521 UNIFORMS	700	.00	700.00	.00	.00	700.00	.0%*
101735 66011 HAND TOOLS	150	.00	150.00	179.84	.00	-29.84	119.9%*
101735 66030 OTHER SUPPLIES	900	.00	900.00	114.94	.00	785.06	12.8%*
101735 66040 JANITORIAL SUPPLIES &	3,750	.00	3,750.00	2,547.10	.00	1,202.90	67.9%*
101735 67520 OPERATING EQUIPMENT	1,200	.00	1,200.00	-100.00	.00	1,300.00	-8.3%*
101735 67575 SEAPOINT BEACH	200	.00	200.00	.00	.00	200.00	.0%*
TOTAL FT FOSTER SEAPOINT & CRE	190,458	.00	190,458.00	58,834.35	.00	131,623.65	30.9%
101740 MISCELLANEOUS ACCOUNTS							
101740 65023 EPA STORMWATER 4 PROG	18,750	.00	18,750.00	3,862.60	.00	14,887.40	20.6%
101740 65025 COMPUTER REPAIR/REPLA	25,000	.00	25,000.00	5,626.65	.00	19,373.35	22.5%
101740 65455 MEMORIAL DAY ACTIVITI	675	.00	675.00	.00	.00	675.00	.0%
101740 65951 SHELLFISH CONSERVATIO	1,600	.00	1,600.00	.00	.00	1,600.00	.0%
101740 66036 CONSERVATION COMMISS	500	.00	500.00	.00	.00	500.00	.0%
101740 68427 SELF INSURANCE CLAIMS	0	13,000.00	13,000.00	11,000.00	.00	2,000.00	84.6%*
101740 68525 MOSQUITO/TICK CONTROL	30,000	.00	30,000.00	.00	.00	30,000.00	.0%*
101740 68532 GIS WEB ACCOUNT	3,600	.00	3,600.00	.00	.00	3,600.00	.0%*
101740 69200 PSAP PAID TO YORK PD	27,000	.00	27,000.00	.00	.00	27,000.00	.0%*
TOTAL MISCELLANEOUS ACCOUNTS	107,125	13,000.00	120,125.00	20,489.25	.00	99,635.75	17.1%
101750 STATE/BANK FEES							
101750 65952 OVERAGE/SHORTAGE	0	.00	.00	27.00	.00	-27.00	100.0%*



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	ORIGINAL APPROP	TRANSFRS/ ADJUSTMNTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
101750 65954 BANK FEES/CHARGES	600	.00	600.00	.00	.00	600.00	.0%
TOTAL STATE/BANK FEES	600	.00	600.00	27.00	.00	573.00	4.5%
101760 CAPITAL IMPROVEMENT PLAN							
101760 68750 CIP HOLDING DEDICATED	434,750	.00	434,750.00	434,750.00	.00	.00	100.0%*
101760 68751 CIP DEPT CAPITAL RESE	967,167	.00	967,167.00	967,167.00	.00	.00	100.0%*
101760 68752 CIP CAP FUNDING REQUE	107,386	.00	107,386.00	107,386.00	.00	.00	100.0%*
TOTAL CAPITAL IMPROVEMENT PLAN	1,509,303	.00	1,509,303.00	1,509,303.00	.00	.00	100.0%
101810 LIBRARY							
101810 65480 OTHER PROF SERV - RIC	467,380	.00	467,380.00	155,793.33	.00	311,586.67	33.3%*
TOTAL LIBRARY	467,380	.00	467,380.00	155,793.33	.00	311,586.67	33.3%
101830 RECREATION							
101830 64008 RECREATION DIRECTOR_S	78,561	.00	78,561.00	19,640.40	.00	58,920.60	25.0%*
101830 64009 ASST DIRECTOR/GEN MGR	56,969	.00	56,969.00	14,242.82	.00	42,726.18	25.0%*
101830 64010 EARLY CHILDHOOD SUPER	41,036	.00	41,036.00	10,259.61	.00	30,776.39	25.0%*
101830 64012 RECREATION SUPERVISOR	44,908	.00	44,908.00	11,226.81	.00	33,681.19	25.0%
101830 64013 ASST EARLY CHILDCARE	33,126	.00	33,126.00	8,278.40	.00	24,847.60	25.0%
101830 64014 LEAD TEACHERS	57,408	.00	57,408.00	14,352.00	.00	43,056.00	25.0%
101830 64015 SPORTS COORDINATOR	35,134	.00	35,134.00	8,782.81	.00	26,351.19	25.0%*
101830 64016 RECEPTIONISTS	48,047	.00	48,047.00	12,374.11	.00	35,672.89	25.8%*
101830 64017 BOOKKEEPER/SECRETARY	20,390	.00	20,390.00	4,496.25	.00	15,893.75	22.1%
101830 64020 FT SAFE SCHOOL YEAR S	20,000	.00	20,000.00	1,145.75	.00	18,854.25	5.7%
101830 64021 SAFE SUMMER SALARIES	30,000	.00	30,000.00	28,999.51	.00	1,000.49	96.7%*
101830 64023 ADVENTURE SUMMER STAF	12,500	.00	12,500.00	7,098.13	.00	5,401.87	56.8%*
101830 64024 FT CUSTODIANS	84,387	.00	84,387.00	19,739.20	.00	64,647.80	23.4%*
101830 64025 PRE-SCHOOL STAFF SALA	116,873	.00	116,873.00	30,482.30	.00	86,390.70	26.1%*
101830 64026 INSTRUCTORS STIPENDS	20,000	.00	20,000.00	1,670.00	.00	18,330.00	8.4%
101830 64027 CUSTODIAN WAGES	30,798	.00	30,798.00	6,216.93	.00	24,581.07	20.2%*
101830 64028 THEATRE TECHNICIANS	1,000	.00	1,000.00	.00	.00	1,000.00	.0%
101830 64030 OVERTIME	5,000	.00	5,000.00	1,651.15	.00	3,348.85	33.0%*



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	ORIGINAL APPROP	TRANSFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
101830 64050 MAINE STATE RETIREMEN	41,427	.00	41,427.00	9,678.90	.00	31,748.10	23.4%
101830 64060 FICA EMPLOYER SHARE	56,315	.00	56,315.00	14,577.20	.00	41,737.80	25.9%*
101830 64070 WORKERS COMPENSATION	18,315	.00	18,315.00	2,587.94	.00	15,727.06	14.1%
101830 64090 MAJOR MEDICAL INSURAN	158,067	.00	158,067.00	64,370.75	.00	93,696.25	40.7%*
101830 64091 DENTAL INSURANCE	758	.00	758.00	232.55	.00	525.45	30.7%*
101830 64092 DISABILITY INSURANCE	4,443	.00	4,443.00	1,425.52	.00	3,017.48	32.1%*
101830 65010 POSTAGE	1,500	.00	1,500.00	601.31	.00	898.69	40.1%*
101830 65020 TELEPHONE & INTERNET	5,000	.00	5,000.00	1,275.69	.00	3,724.31	25.5%*
101830 65030 TRANSPORTATION	1,000	.00	1,000.00	125.85	.00	874.15	12.6%*
101830 65060 PRINTING	7,800	.00	7,800.00	3,593.75	.00	4,206.25	46.1%*
101830 65080 LEGAL NOTICES/OTHER A	0	.00	.00	175.14	.00	-175.14	100.0%*
101830 65200 ELECTRICITY / UTILITI	42,000	.00	42,000.00	9,427.30	.00	32,572.70	22.4%
101830 65220 WATER	3,090	.00	3,090.00	587.97	.00	2,502.03	19.0%
101830 65230 NATURAL GAS	40,000	.00	40,000.00	2,415.60	.00	37,584.40	6.0%*
101830 65250 SEWER	2,300	.00	2,300.00	625.00	.00	1,675.00	27.2%*
101830 65300 MACHINE & EQUIPMENT M	9,000	.00	9,000.00	1,909.08	.00	7,090.92	21.2%
101830 65310 VEHICLE MAINTENANCE	1,000	.00	1,000.00	65.20	.00	934.80	6.5%
101830 65478 PROGRAM SERVICES	8,000	.00	8,000.00	2,525.79	.00	5,474.21	31.6%*
101830 65480 OTHER PROFESSIONAL SE	3,000	.00	3,000.00	.00	.00	3,000.00	0%
101830 65500 MAINTENANCE OF BLDG/G	13,000	.00	13,000.00	5,222.14	.00	7,777.86	40.2%*
101830 65610 SAFE SCHCOOL YEAR PRO	4,000	.00	4,000.00	35.89	.00	3,964.11	.9%
101830 65615 SAFE SUMMER PROGRAM E	20,000	.00	20,000.00	13,499.43	.00	6,500.57	67.5%*
101830 65620 ADVENTURE ADOLESCENT	18,000	.00	18,000.00	14,328.79	.00	3,671.21	79.6%*
101830 65630 INSTRUCTORS-CONTRACTE	2,500	.00	2,500.00	.00	.00	2,500.00	0%
101830 65640 SPECIAL EVENTS	10,000	.00	10,000.00	1,502.32	.00	8,497.68	15.0%
101830 65650 SENIOR PROGRAMS	7,000	.00	7,000.00	2,323.04	.00	4,676.96	33.2%*
101830 65670 TEAM EXPENSE	8,000	.00	8,000.00	2,262.38	.00	5,737.62	28.3%*
101830 65680 PRESCHOOL PROGRAM EXP	10,000	.00	10,000.00	5,984.52	.00	4,015.48	59.8%*
101830 65801 CONTRACTED SERVICES	39,000	.00	39,000.00	8,567.95	.00	30,432.05	22.0%
101830 65802 ANNEX UTILITIES	5,000	.00	5,000.00	.00	.00	5,000.00	0%
101830 65803 MISCELLANEOUS	9,080	.00	9,080.00	3,174.24	.00	5,905.76	35.0%*
101830 66010 OFFICE SUPPLIES	3,500	.00	3,500.00	1,236.50	.00	2,263.50	35.3%*
101830 66030 OTHER SUPPLIES	4,000	.00	4,000.00	17.66	.00	3,982.34	.4%
101830 66031 THEATRE SUPPLIES	2,000	.00	2,000.00	.00	.00	2,000.00	0%
101830 66040 JANITORIAL SUPPLIES &	11,000	.00	11,000.00	3,508.94	.00	7,491.06	31.9%*
TOTAL RECREATION	1,305,232	.00	1,305,232.00	378,520.52	.00	926,711.48	29.0%
101840 PORT AUTHORITY							
101840 64010 HARBOR MASTER FULL TI	50,000	.00	50,000.00	12,500.02	.00	37,499.98	25.0%*
101840 64020 PART TIME SALARIES	10,000	.00	10,000.00	4,050.03	.00	5,949.97	40.5%*



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	ORIGINAL APPROP	TRANSFERS/ADJUSTMENTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
101840 64050 MAINE STATE RETIREMEN	4,800	.00	4,800.00	.00	.00	4,800.00	.0%
101840 64060 FICA EMPLOYER SHARE	4,590	.00	4,590.00	1,173.18	.00	3,416.82	25.6%*
101840 64070 WORKERS COMPENSATION	4,440	.00	4,440.00	540.63	.00	3,899.37	12.2%
101840 64090 MAJOR MEDICAL INSURAN	18,798	.00	18,798.00	6,265.92	.00	12,532.08	33.3%*
101840 64091 DENTAL INSURANCE	1,198	.00	1,198.00	232.55	.00	965.45	19.4%
101840 64092 DISABILITY INSURANCE	384	.00	384.00	148.12	.00	235.88	38.6%*
101840 65010 POSTAGE	100	.00	100.00	.00	.00	100.00	.0%
101840 65020 TELEPHONE & INTERNET	1,000	.00	1,000.00	351.13	.00	648.87	35.1%*
101840 65030 TRANSPORTATION	500	.00	500.00	.00	.00	500.00	.0%
101840 65080 LEGAL NOTICES/OTHER A	0	.00	.00	126.76	.00	-126.76	100.0%*
101840 65200 ELECTRICITY	1,800	.00	1,800.00	138.25	.00	1,661.75	7.7%
101840 65220 WATER	300	.00	300.00	172.25	.00	127.75	57.4%*
101840 65240 DUMPSTERS/TRASH REMOV	1,300	.00	1,300.00	450.00	.00	850.00	34.6%*
101840 65305 BOAT EQUIPMENT MAINTA	1,750	.00	1,750.00	389.89	.00	360.11	52.0%*
101840 65311 GAS, GREASE, & OIL	1,000	.00	1,000.00	315.67	.00	684.33	31.6%*
101840 65452 SAFETY	1,000	.00	1,000.00	378.10	.00	621.90	37.8%*
101840 65460 SIGNS	500	.00	500.00	39.50	.00	460.50	7.9%
101840 65462 RIGGING	6,500	.00	6,500.00	966.97	.00	5,533.03	14.9%*
101840 65463 SANITATION	3,900	.00	3,900.00	1,094.60	.00	2,805.40	28.1%*
101840 65470 PROFESSIONAL DEVELOP	550	.00	550.00	.00	.00	550.00	.0%
101840 65480 OTHER PROFESSIONAL/CO	2,500	.00	2,500.00	221.12	.00	2,278.88	8.8%
101840 65500 MAIN BLDG/GROUNDS WHA	3,000	.00	3,000.00	1,091.64	.00	1,908.36	36.4%*
101840 65521 UNIFORMS	500	.00	500.00	.00	.00	500.00	.0%
101840 65550 PUBLIC OFFICIALS LIAB	2,575	.00	2,575.00	2,678.00	.00	-103.00	104.0%*
101840 65551 MARINE OPERATORS LIAB	6,150	.00	6,150.00	5,785.00	.00	365.00	94.1%*
101840 66010 OFFICE SUPPLIES	1,250	.00	1,250.00	.00	.00	1,250.00	.0%
101840 66040 JANITORIAL SUPPLIES &	500	.00	500.00	140.16	.00	359.84	28.0%*
TOTAL PORT AUTHORITY	129,885	.00	129,885.00	39,249.49	.00	90,635.51	30.2%
101930 RESOURCE RECOVERY FACILITY							
101930 64009 SOLID WASTE 40% COMM	30,000	.00	30,000.00	7,499.96	.00	22,500.04	25.0%
101930 64010 FULL TIME SALARIES	126,734	.00	126,734.00	31,601.95	.00	95,132.05	24.9%
101930 64020 PART TIME SALARIES	28,080	.00	28,080.00	3,980.63	.00	24,099.37	14.2%
101930 64030 OVERTIME	7,000	.00	7,000.00	472.63	.00	6,527.37	6.8%
101930 64050 MAINE STATE RETIREMEN	12,166	.00	12,166.00	3,799.17	.00	8,366.83	31.2%*
101930 64060 FICA EMPLOYER SHARE	14,674	.00	14,674.00	3,305.36	.00	11,368.64	22.5%
101930 64070 WORKERS COMPENSATION	11,197	.00	11,197.00	1,055.85	.00	10,141.15	9.4%
101930 64090 MAJOR MEDICAL INSURAN	54,195	.00	54,195.00	12,919.46	.00	41,275.54	23.8%*
101930 64091 DENTAL INSURANCE	498	.00	498.00	53.88	.00	444.12	10.8%*
101930 64092 DISABILITY INSURANCE	1,611	.00	1,611.00	444.36	.00	1,166.64	27.6%*



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	ORIGINAL APPROP	TRANSFERS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
101930 65020 TELEPHONE & INTERNET	2,000	.00	2,000.00	215.10	.00	1,784.90	10.8%
101930 65030 TRANSPORTATION	400	.00	400.00	.00	.00	400.00	.0%
101930 65040 EDUCATIONAL/MEETING E	1,500	.00	1,500.00	.00	.00	1,500.00	.0%
101930 65050 PRINTING	3,000	.00	3,000.00	.00	.00	3,000.00	.0%
101930 65090 ZERO WASTE PROGRAM EX	2,500	.00	2,500.00	.00	.00	2,500.00	.0%
101930 65200 ELECTRICITY	11,000	.00	11,000.00	2,270.40	.00	8,729.60	20.6%
101930 65220 WATER	800	.00	800.00	231.75	.00	568.25	29.0%*
101930 65230 FUEL OIL	1,230	.00	1,230.00	.00	.00	1,230.00	.0%
101930 65300 MACHINE & EQUIPMENT M	3,500	.00	3,500.00	1,880.61	.00	1,619.39	53.7%*
101930 65302 PROTECTIVE & SAFETY E	1,000	.00	1,000.00	15.00	.00	985.00	1.5%
101930 65303 FACILITY SAFETY INSP E	1,250	.00	1,250.00	.00	.00	1,250.00	.0%
101930 65311 GAS GREASE & OIL	10,000	.00	10,000.00	1,327.31	.00	8,672.69	13.3%
101930 65312 TIRES & TUBES	3,000	.00	3,000.00	.00	.00	3,000.00	.0%
101930 65480 OTHER PROFESSIONAL SE	239,000	.00	239,000.00	42,555.79	.00	196,444.21	17.8%
101930 65500 MAINTENANCE OF BLDG/G	10,000	.00	10,000.00	25.88	.00	9,974.12	.3%
101930 65521 UNIFORMS	2,000	.00	2,000.00	1,200.00	.00	800.00	60.0%*
101930 66009 SHOP SUPPLIES	3,500	.00	3,500.00	4,604.72	.00	-1,104.72	131.6%*
101930 66010 OFFICE SUPPLIES	250	.00	250.00	.00	.00	250.00	.0%
101930 66011 HAND TOOLS	200	.00	200.00	.00	.00	200.00	.0%
101930 66030 OTHER SUPPLIES	250	.00	250.00	.00	.00	250.00	.0%
101930 66040 JANITORIAL SUPPLIES &	1,200	.00	1,200.00	313.41	.00	886.59	26.1%*
101930 67516 PLANT EQUIPMENT MAINT	12,500	.00	12,500.00	1,339.78	.00	11,160.22	10.7%
101930 67553 ASPHALT SURFACE MAINT	7,500	.00	7,500.00	.00	.00	7,500.00	.0%
TOTAL RESOURCE RECOVERY FACILI	603,735	.00	603,735.00	121,113.00	.00	482,622.00	20.1%
103000 OTHER INSURANCES							
103000 64090 RETIRED EMP MEDICAL/D	134,847	.00	134,847.00	61,654.63	.00	73,192.37	45.7%*
103000 65101 MMA RISK POOL	164,172	.00	164,172.00	78,383.50	.00	85,788.50	47.7%*
103000 65115 UNEMPLOYMENT COMPENSA	4,500	.00	4,500.00	.00	.00	4,500.00	.0%
103000 65150 MISCELLANEOUS INSURAN	4,410	.00	4,410.00	1,428.00	.00	2,982.00	32.4%*
103000 65210 UNION CENTRAL LIFE IN	2,500	.00	2,500.00	811.90	.00	1,688.10	32.5%*
TOTAL OTHER INSURANCES	310,429	.00	310,429.00	142,278.03	.00	168,150.97	45.8%
108000 ADULT ED							
108000 69480 ADULT EDUCATION FUND-	80,590	.00	80,590.00	.00	.00	80,590.00	.0%
TOTAL ADULT ED	80,590	.00	80,590.00	.00	.00	80,590.00	.0%



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	ORIGINAL APPROP	TRANSFRS/ ADJUSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
1111 TOWN REVENUE							
1111 43001 PROPERTY TAX REVENUE	-8,981,322	.00	-8,981,322.00	-8,963,180.75	.00	-18,141.25	99.8%
1111 43004 PAYMENT IN LIEU OF TAXE	0	.00	.00	-3,002.84	.00	3,002.84	100.0%
1111 43006 HOMESTEAD EXEMPT STATE	-170,000	.00	-170,000.00	-197,660.00	.00	27,660.00	116.3%
1111 43007 TREE GROWTH REVENUE	-2,758	.00	-2,758.00	.00	.00	-2,758.00	0.0%
1111 43031 EXCISE TAX AUTOMOBILE	-1,700,000	.00	-1,700,000.00	-450,706.53	.00	-1,249,293.47	26.5%
1111 43032 EXCISE TAX BOAT	-27,500	.00	-27,500.00	-2,582.50	.00	-24,917.50	9.4%
1111 43109 SIGN PERMITS	-3,000	.00	-3,000.00	-475.00	.00	-2,525.00	15.8%
1111 43110 CODE ENFORCEMENT FEES	-203,000	.00	-203,000.00	-106,507.57	.00	-96,492.43	52.5%
1111 43113 BOARD OF ASSESSMENT REV	-400	.00	-400.00	.00	.00	-400.00	0.0%
1111 43114 ADDITIONAL LAND USE FEE	-4,400	.00	-4,400.00	-1,357.50	.00	-3,042.50	30.9%
1111 43115 PLANNING FEES (SUBDIVIS	-14,000	.00	-14,000.00	-1,562.16	.00	-12,437.84	11.2%
1111 43120 TOWN CLERK FEES	-22,000	.00	-22,000.00	-8,201.40	.00	-13,798.60	37.3%
1111 43121 WILDLIFE AGENT FEE	-1,200	.00	-1,200.00	-217.00	.00	-983.00	18.1%
1111 43122 ANIMAL WELFARE AGENT FE	-1,600	.00	-1,600.00	-51.00	.00	-1,549.00	3.2%
1111 43135 HWY PERMITS & FEES	-1,000	.00	-1,000.00	-7,123.00	.00	-19,877.00	26.4%
1111 43140 SOLID WASTE PERMITS & F	-48,000	.00	-48,000.00	-443.90	.00	-556.10	44.4%
1111 43145 SOLID WASTE RECYCLING	-140,000	.00	-140,000.00	-26,020.00	.00	-21,980.00	54.2%
1111 43147 DINGHY FEES	-8,500	.00	-8,500.00	-26,184.38	.00	-113,815.62	18.7%
1111 43148 TRANSIENT SLIP RENTAL	-3,000	.00	-3,000.00	-435.00	.00	-8,065.00	5.1%
1111 43149 KPA APPLICATION FEES	-84,000	.00	-84,000.00	-710.00	.00	-2,290.00	23.7%
1111 43150 MOORING FEES	-8,000	.00	-8,000.00	-100.00	.00	-900.00	10.0%
1111 43151 LAUNCH FEE	-8,000	.00	-8,000.00	-2,069.00	.00	-439.40	94.5%
1111 43152 TRANSIENT MOORING	-5,200	.00	-5,200.00	-7,560.60	.00	-1,640.00	68.5%
1111 43153 WAIT LIST FEE	-750	.00	-750.00	-140.00	.00	-610.00	18.7%
1111 43154 HARBOR & WATER USAGE FE	-11,000	.00	-11,000.00	-250.00	.00	-10,750.00	2.3%
1111 43156 PIER USAGE FEE	0	.00	.00	-550.00	.00	550.00	100.0%
1111 43160 FORT FOSTER FEES	-183,000	.00	-183,000.00	-121,915.90	.00	-61,084.10	66.6%
1111 43165 SPRINKLER PERMITS	-250	.00	-250.00	-300.00	.00	50.00	120.0%
1111 43210 LIEN FEES	-30,000	.00	-30,000.00	-7,412.45	.00	-22,587.54	24.7%
1111 43220 PENALTY INTEREST	-35,000	.00	-35,000.00	-18,294.07	.00	-16,705.93	52.3%
1111 43320 RECREATION FEES	-874,355	.00	-874,355.00	-172,236.84	.00	-702,118.16	19.7%
1111 43330 ANIMAL CONTROL	-6,500	.00	-6,500.00	-253.00	.00	-6,247.00	3.9%
1111 43335 POSTAGE	0	.00	.00	-.46	.00	.46	100.0%
1111 43336 PHOTO COPIES	-375	.00	-375.00	-51.25	.00	-323.75	13.7%
1111 43349 DEA OVERTIME REIMBURSEM	-18,000	.00	-18,000.00	.00	.00	-18,000.00	0.0%
1111 43350 OUTSIDE DETAIL REIMBURS	-15,000	.00	-15,000.00	-8,918.40	.00	-6,081.60	59.5%
1111 43351 ACCIDENT REPORTS	-3,000	.00	-3,000.00	-727.00	.00	-2,273.00	24.2%
1111 43352 PARKING TICKETS	-14,000	.00	-14,000.00	-3,845.00	.00	-10,155.00	27.5%
1111 43353 GUN PERMITS	-2,000	.00	-2,000.00	-295.00	.00	-1,705.00	14.8%

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	ORIGINAL APPROP	TRANSFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
1111 43354 ELIOT DISPATCHING SERVI	-91,350	.00	-91,350.00	.00	.00	-91,350.00	.0%
1111 43355 ORDINANCE FINES	-400	.00	-400.00	.00	.00	-400.00	.0%
1111 43356 WITNESS FEES	-500	.00	-500.00	-73.00	.00	-427.00	14.6%
1111 43358 FALSE ALARMS	-1,110	.00	-1,110.00	-40.00	.00	-1,070.00	3.6%
1111 43359 AMBULANCE DISPATCH FEES	-16,000	.00	-16,000.00	.00	.00	-16,000.00	.0%
1111 43410 MDOT HWY MAINTENANCE RE	-11,500	.00	-11,500.00	.00	.00	-11,500.00	.0%
1111 43420 STATE REVENUE SHARING	-397,652	.00	-397,652.00	-101,833.02	.00	-295,818.98	25.6%
1111 43421 STATE PARK FEE REV SHAR	-275	.00	-275.00	.00	.00	-275.00	.0%
1111 43443 RESTITUTION INCOME/UNAP	-3,000	.00	-3,000.00	-666.00	.00	-2,334.00	22.2%
1111 43470 STATE OF MAINE GENERAL	-45,000	.00	-45,000.00	-6,677.20	.00	-38,322.80	14.8%
1111 43480 MARY SAFFORD WILDES TRU	-30,000	.00	-30,000.00	-7,500.00	.00	-22,500.00	25.0%
1111 43510 INTEREST ON INVESTMENTS	-30,000	.00	-30,000.00	.00	.00	-30,000.00	.0%
1111 43530 MISCELLANEOUS REVENUE/U	-25,000	.00	-25,000.00	-1,983.77	.00	-23,016.23	7.9%
1111 43540 SEWER DEPT RENT	-22,900	.00	-22,900.00	.00	.00	-22,900.00	.0%
1111 43555 SNOWMOBILE/HANDICAP/ELD	-655	.00	-655.00	.00	.00	-655.00	.0%
1111 43560 GMH HOUSING	-275,875	.00	-275,875.00	-66,712.26	.00	-209,162.74	24.2%
1111 43575 SUP APPRO FROM UNDESIGN	0	-13,000.00	-13,000.00	.00	.00	-13,000.00	.0%
1111 43580 USE OF CARRY FORWARDS	0	-1,000.00	-1,000.00	.00	.00	-1,000.00	.0%
1111 45007 INTEREST REVENUE	-2,000	.00	-2,000.00	.00	.00	-2,000.00	.0%
1111 45020 MMA W/C DIVIDEND	-9,000	.00	-9,000.00	-8,556.00	.00	-444.00	95.1%
1111 45025 SCHOOL RESOURCE OFFICER	-40,000	.00	-40,000.00	.00	.00	-40,000.00	.0%
TOTAL TOWN REVENUE	-13,652,327	-14,000.00	-13,666,327.00	-10,338,940.76	.00	-3,327,386.24	75.7%
TOTAL TOWN GENERAL FUND	0	.00	.00	-6,139,160.60	.00	6,139,160.60	100.0%
TOTAL REVENUES	-13,652,327	-14,000.00	-13,666,327.00	-10,338,940.76	.00	-3,327,386.24	
TOTAL EXPENSES	13,652,327	14,000.00	13,666,327.00	4,199,780.16	.00	9,466,546.84	
6000 SEWER FUND							
6000 SEWER FUND							
6000 43220 PENALTY INTEREST	-5,000	.00	-5,000.00	-3,375.17	.00	-1,624.83	67.5%
6000 45001 REVENUE US NAVY	-580,695	.00	-580,695.00	.00	.00	-580,695.00	.0%
6000 45002 REVENUE US NAVY HOUSING	-93,590	.00	-93,590.00	-7,140.70	.00	-86,449.30	7.6%
6000 45003 REVENUE OTHER	-40,000	.00	-40,000.00	-33,153.47	.00	-6,846.53	82.9%
6000 45004 REVENUE TOWN OF ELIOT	-217,292	.00	-217,292.00	.00	.00	-217,292.00	.0%
6000 45005 REVENUE NEW SEWER	-1,229,399	.00	-1,229,399.00	-48,751.04	.00	-1,180,647.96	4.0%
6000 45006 EXPANSION ASSESSMENT RE	-64,000	.00	-64,000.00	3,470.53	.00	-67,470.53	-5.4%
6000 45007 SEWER INTEREST REVENUE	-193,613	.00	-193,613.00	-5,940.77	.00	5,940.77	100.0%
6000 45008 UNBILLED REVENUE SEWER		.00		.00	.00	-193,613.00	.0%



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6000 SEWER FUND	ORIGINAL APPROP	TRANSFRS/ADJUSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL SEWER FUND	-2,423,589	.00	-2,423,589.00	-94,890.62	.00	-2,328,698.38	3.9%
602702 SEWER LINES							
602702 64010 SEWER LINES LABOR	15,095	.00	15,095.00	8,950.40	.00	6,144.60	59.3%*
602702 65480 OTHER PROF SERV/CONTR	22,050	.00	22,050.00	14,858.00	.00	7,192.00	67.4%*
602702 66300 SUPPLIES - SEWER LINE	4,500	.00	4,500.00	8,716.02	.00	-4,216.02	193.7%*
TOTAL SEWER LINES	41,645	.00	41,645.00	32,524.42	.00	9,120.58	78.1%
602710 PUMP STATION # 1							
602710 64010 PUMP STATION # 1 LABO	2,323	.00	2,323.00	287.51	.00	2,035.49	12.4%
602710 65200 PUMP STATION # 1 ELEC	5,000	.00	5,000.00	934.11	.00	4,065.89	18.7%
602710 65480 PUMP STATION # 1 CONT	1,000	.00	1,000.00	128.05	.00	871.95	12.8%
602710 65930 PUMP STATION # 1 ALAR	260	.00	260.00	66.82	.00	193.18	25.7%*
602710 66300 PUMP STATION # 1 SUPP	50	.00	50.00	.00	.00	50.00	.0%
602710 66820 PUMP STATION # 1 PART	450	.00	450.00	184.28	.00	265.72	41.0%*
TOTAL PUMP STATION # 1	9,083	.00	9,083.00	1,600.77	.00	7,482.23	17.6%
602711 PUMP STATION # 2							
602711 64010 PUMP STATION # 2 LABO	4,647	.00	4,647.00	346.20	.00	4,300.80	7.4%
602711 65200 PUMP STATION # 2 ELEC	3,800	.00	3,800.00	468.48	.00	3,331.52	12.3%
602711 65480 PUMP STATION # 2 CONT	900	.00	900.00	128.13	.00	771.87	14.2%
602711 65930 PUMP STATION # 2 ALAR	300	.00	300.00	66.82	.00	233.18	22.3%
602711 66300 PUMP STATION # 2 SUPP	100	.00	100.00	.00	.00	100.00	.0%
602711 66320 PUMP STATION # 2 PART	500	.00	500.00	184.40	.00	315.60	36.9%*
TOTAL PUMP STATION # 2	10,247	.00	10,247.00	1,194.03	.00	9,052.97	11.7%
602712 PUMP STATION # 3							
602712 64010 PUMP STATION # 3 LABO	3,098	.00	3,098.00	277.82	.00	2,820.18	9.0%



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602712 65200 PUMP STATION # 3 ELEC	2,000	.00	2,000.00	195.10	.00	1,804.90	9.8%
602712 65480 PUMP STATION # 3 CONT	6,000	.00	6,000.00	1,528.13	.00	4,471.87	25.5%*
602712 65930 PUMP STATION # 3 ALAR	260	.00	260.00	66.82	.00	193.18	25.7%*
602712 66300 PUMP STATION # 3 SUPP	50	.00	50.00	.00	.00	50.00	.0%
602712 66320 PUMP STATION # 3 PART	650	.00	650.00	184.40	.00	465.60	28.4%*
TOTAL PUMP STATION # 3	12,058	.00	12,058.00	2,252.27	.00	9,805.73	18.7%
602713 PUMP STATION # 4							
602713 64010 PUMP STATION # 4 LABO	2,323	.00	2,323.00	304.45	.00	2,018.55	13.1%
602713 65200 PUMP STATION # 4 ELEC	1,450	.00	1,450.00	172.70	.00	1,277.30	11.9%
602713 65480 PUMP STATION # 4 CONT	1,200	.00	1,200.00	1,433.63	.00	-233.63	119.5%*
602713 65930 PUMP STATION # 4 ALAR	300	.00	300.00	66.82	.00	233.18	22.3%
602713 66300 PUMP STATION # 4 SUPP	25	.00	25.00	.00	.00	25.00	.0%
602713 66320 PUMP STATION # 4 PART	650	.00	650.00	184.40	.00	465.60	28.4%*
TOTAL PUMP STATION # 4	5,948	.00	5,948.00	2,162.00	.00	3,786.00	36.3%
602714 PUMP STATION # 5							
602714 64010 PUMP STATION # 5 LABO	2,323	.00	2,323.00	346.81	.00	1,976.19	14.9%
602714 65200 PUMP STATION # 5 ELEC	1,400	.00	1,400.00	109.36	.00	1,290.64	7.8%
602714 65480 PUMP STATION # 5 CONT	1,100	.00	1,100.00	128.13	.00	971.87	11.6%
602714 65930 PUMP STATION # 5 ALAR	260	.00	260.00	66.83	.00	193.17	25.7%*
602714 66300 PUMP STATION # 5 SUPP	50	.00	50.00	.00	.00	50.00	.0%
602714 66320 PUMP STATION # 5 PART	450	.00	450.00	184.40	.00	265.60	41.0%*
TOTAL PUMP STATION # 5	5,583	.00	5,583.00	835.53	.00	4,747.47	15.0%
602715 PUMP STATION # 6							
602715 64010 PUMP STATION # 6 LABOR	6,196	.00	6,196.00	3,464.12	.00	2,731.88	55.9%*
602715 65200 PUMP STATION # 6 ELEC	16,000	.00	16,000.00	1,849.94	.00	14,150.06	11.6%
602715 65220 PUMP STATION # 6 WATE	1,000	.00	1,000.00	.00	.00	1,000.00	.0%
602715 65315 PUMP STATION GENERATO	800	.00	800.00	.00	.00	800.00	.0%
602715 65480 PUMP STATION # 6 CONT	4,725	.00	4,725.00	835.00	.00	3,890.00	17.7%
602715 65930 PUMP STATION # 6 ALAR	260	.00	260.00	66.83	.00	193.17	25.7%*



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602715 66300 PUMP STATION # 6 SUPP	1,000	.00	1,000.00	.00	.00	1,000.00	.0%
602715 66320 PUMP STATION # 6 PART	3,050	.00	3,050.00	434.39	.00	2,615.61	14.2%
TOTAL PUMP STATION # 6	33,031	.00	33,031.00	6,650.28	.00	26,380.72	20.1%
602716 PUMP STATION # 7 (ELIOT)							
602716 64010 PUMP STATION # 7 LABO	4,647	.00	4,647.00	3,765.36	.00	881.64	81.0%*
602716 65200 PUMP STATION # 7 ELEC	4,860	.00	4,860.00	879.01	.00	3,980.99	18.1%
602716 65220 PUMP STATION # 7 WATE	230	.00	230.00	58.97	.00	171.03	25.6%*
602716 65315 PUMP STATION GENERATO	425	.00	425.00	.00	.00	425.00	.0%
602716 65480 PUMP STATION # 7 CONT	4,784	.00	4,784.00	17,182.99	.00	-12,398.99	359.2%*
602716 65930 PUMP STATION # 8 ALAR	270	.00	270.00	66.83	.00	203.17	24.8%
602716 66300 PUMP STATION # 7 SUPP	50	.00	50.00	.00	.00	50.00	.0%
602716 66320 PUMP STATION # 7 PART	1,550	.00	1,550.00	251.99	.00	1,298.01	16.3%
TOTAL PUMP STATION # 7 (ELIOT)	16,816	.00	16,816.00	22,205.15	.00	-5,389.15	132.0%
602717 PUMP STATION # 8							
602717 64010 PUMP STATION # 8 LABO	6,196	.00	6,196.00	840.14	.00	5,355.86	13.6%
602717 65200 PUMP STATION # 8 ELEC	10,000	.00	10,000.00	1,541.88	.00	8,458.12	15.4%
602717 65220 PUMP STATION # 8 WATE	1,000	.00	1,000.00	.00	.00	1,000.00	.0%
602717 65315 PUMP STATION GENERATO	300	.00	300.00	.00	.00	300.00	.0%
602717 65480 PUMP STATION # 8 CONT	8,850	.00	8,850.00	1,467.50	.00	7,382.50	16.6%
602717 65930 PUMP STATION # 8 ALAR	280	.00	280.00	66.83	.00	213.17	23.9%
602717 66300 PUMP STATION # 8 SUPP	500	.00	500.00	.00	.00	500.00	.0%
602717 66320 PUMP STATION # 8 PART	2,050	.00	2,050.00	512.45	.00	1,537.55	25.0%
TOTAL PUMP STATION # 8	29,176	.00	29,176.00	4,428.80	.00	24,747.20	15.2%
602718 PUMP STATION # 9							
602718 64010 PUMP STATION # 9 LABO	6,196	.00	6,196.00	746.28	.00	5,449.72	12.0%
602718 65020 PUMP STATION #9 TELEP	600	.00	600.00	111.43	.00	488.57	18.6%
602718 65200 PUMP STATION # 9 ELEC	10,000	.00	10,000.00	1,260.23	.00	8,739.77	12.6%
602718 65220 PUMP STATION # 9 WATE	225	.00	225.00	.00	.00	225.00	.0%
602718 65315 PUMP STATION GENERATO	500	.00	500.00	.00	.00	500.00	.0%



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	ORIGINAL APPROP	TRANFRS/ ADJSTWTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
602718 65480 PUMP STATION # 9 CONT	6,060	.00	6,060.00	1,572.71	.00	4,487.29	26.0%*
602718 65930 PUMP STATION # 9 ALAR	280	.00	280.00	66.83	.00	213.17	23.9%
602718 66300 PUMP STATION # 9 SUPP	120	.00	120.00	.00	.00	120.00	.0%
602718 66320 PUMP STATION # 9 PART	850	.00	850.00	2.40	.00	847.60	.3%
TOTAL PUMP STATION # 9	24,831	.00	24,831.00	3,759.88	.00	21,071.12	15.1%
602719 PUMP STATION #10							
602719 64010 PUMP STATION #10 LABO	2,323	.00	2,323.00	949.10	.00	1,373.90	40.9%*
602719 65200 PUMP STATION #10 ELEC	500	.00	500.00	103.69	.00	396.31	20.7%
602719 65480 PUMP STATION #10 CONT	1,000	.00	1,000.00	468.13	.00	531.87	46.8%*
602719 65930 PUMP STATION #10 ALAR	260	.00	260.00	66.83	.00	193.17	25.7%*
602719 66300 PUMP STATION #10 SUPP	50	.00	50.00	.00	.00	50.00	.0%
602719 66320 PUMP STATION #10 PART	500	.00	500.00	1,005.59	.00	-505.59	201.1%*
TOTAL PUMP STATION #10	4,633	.00	4,633.00	2,593.34	.00	2,039.66	56.0%
602720 PUMP STATION #11							
602720 64010 PUMP STATION #11 LABO	2,323	.00	2,323.00	238.24	.00	2,084.76	10.3%
602720 65200 PUMP STATION #11 ELEC	1,000	.00	1,000.00	117.94	.00	882.06	11.8%
602720 65480 PUMP STATION #11 CONT	1,000	.00	1,000.00	128.13	.00	871.87	12.8%
602720 65930 PUMP STATION #11 ALAR	260	.00	260.00	66.83	.00	193.17	25.7%*
602720 66300 PUMP STATION #11 SUPP	25	.00	25.00	.00	.00	25.00	.0%
602720 66320 PUMP STATION #11 PART	550	.00	550.00	184.40	.00	365.60	33.5%*
TOTAL PUMP STATION #11	5,158	.00	5,158.00	735.54	.00	4,422.46	14.3%
602721 PUMP STATION #12							
602721 64010 PUMP STATION #12 LABO	2,323	.00	2,323.00	327.26	.00	1,995.74	14.1%
602721 65200 PUMP STATION #12 ELEC	700	.00	700.00	92.07	.00	607.93	13.2%
602721 65480 PUMP STATION #12 CONT	1,000	.00	1,000.00	128.13	.00	871.87	12.8%
602721 65930 PUMP STATION #12 ALAR	260	.00	260.00	66.83	.00	193.17	25.7%*
602721 66300 PUMP STATION #12 SUPP	25	.00	25.00	.00	.00	25.00	.0%
602721 66320 PUMP STATION #12 PART	400	.00	400.00	184.40	.00	215.60	46.1%*
TOTAL PUMP STATION #12	4,708	.00	4,708.00	798.69	.00	3,909.31	17.0%



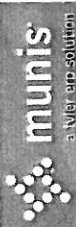
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602722 PUMP STATION #13							
602722 64010 PUMP STATION #13 LABO	4,647	.00	4,647.00	911.73	.00	3,735.27	19.6%
602722 65200 PUMP STATION #13 ELEC	5,700	.00	5,700.00	1,140.86	.00	4,559.14	20.0%
602722 65480 PUMP STATION #13 CONT	2,000	.00	2,000.00	253.13	.00	1,746.87	12.7%
602722 65930 PUMP STATION #13 ALAR	260	.00	260.00	66.83	.00	193.17	25.7%*
602722 66300 PUMP STATION #13 SUPP	50	.00	50.00	.00	.00	50.00	.0%
602722 66320 PUMP STATION #13 PART	750	.00	750.00	214.40	.00	535.60	28.6%*
TOTAL PUMP STATION #13	13,407	.00	13,407.00	2,586.95	.00	10,820.05	19.3%
602723 PUMP STATION #14							
602723 64010 PUMP STATION #14 LABO	2,323	.00	2,323.00	240.63	.00	2,082.37	10.4%
602723 65200 PUMP STATION #14 ELEC	750	.00	750.00	75.52	.00	674.48	10.1%
602723 65480 PUMP STATION #14 CONT	650	.00	650.00	128.13	.00	521.87	19.7%
602723 65930 PUMP STATION #14 ALAR	260	.00	260.00	66.83	.00	193.17	25.7%*
602723 66300 PUMP STATION #14 SUPP	25	.00	25.00	.00	.00	25.00	.0%
602723 66320 PUMP STATION #14 PART	400	.00	400.00	184.41	.00	215.59	46.1%*
TOTAL PUMP STATION #14	4,408	.00	4,408.00	695.52	.00	3,712.48	15.8%
602724 PUMP STATION #15							
602724 64010 PUMP STATION #15 LABO	2,323	.00	2,323.00	295.43	.00	2,027.57	12.7%
602724 65200 PUMP STATION #15 ELEC	600	.00	600.00	56.94	.00	543.06	9.5%
602724 65480 PUMP STATION #15 CONT	1,000	.00	1,000.00	128.13	.00	871.87	12.8%
602724 65930 PUMP STATION #15 ALAR	260	.00	260.00	66.83	.00	193.17	25.7%*
602724 66300 PUMP STATION #15 SUPP	25	.00	25.00	.00	.00	25.00	.0%
602724 66320 PUMP STATION #15 PART	400	.00	400.00	184.41	.00	215.59	46.1%*
TOTAL PUMP STATION #15	4,608	.00	4,608.00	731.74	.00	3,876.26	15.9%
602725 PUMP STATION #16							
602725 64010 PUMP STATION #16 LABO	2,323	.00	2,323.00	114.83	.00	2,208.17	4.9%



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602725 65200 PUMP STATION #16 ELEC	700	.00	700.00	85.39	.00	614.61	12.2%
602725 65480 PUMP STATION #16 CONT	700	.00	700.00	128.13	.00	571.87	18.3%
602725 65930 PUMP STATION #16 ALAR	260	.00	260.00	66.83	.00	193.17	25.7%*
602725 66300 PUMP STATION #16 SUPP	25	.00	25.00	.00	.00	25.00	.0%
602725 66320 PUMP STATION #16 PART	475	.00	475.00	184.41	.00	290.59	38.8%*
TOTAL PUMP STATION #16	4,483	.00	4,483.00	579.59	.00	3,903.41	12.9%
602726 PUMP STATION #17							
602726 64010 PUMP STATION #17 LABO	2,323	.00	2,323.00	545.67	.00	1,777.33	23.5%
602726 65200 PUMP STATION #17 ELEC	800	.00	800.00	75.82	.00	724.18	9.5%
602726 65480 PUMP STATION #17 CONT	700	.00	700.00	510.63	.00	189.37	72.9%*
602726 65930 PUMP STATION #17 ALAR	260	.00	260.00	66.83	.00	193.17	25.7%*
602726 66300 PUMP STATION #17 SUPP	25	.00	25.00	.00	.00	25.00	.0%
602726 66320 PUMP STATION #17 PART	525	.00	525.00	1,152.49	.00	-627.49	219.5%*
TOTAL PUMP STATION #17	4,633	.00	4,633.00	2,351.44	.00	2,281.56	50.8%
602727 PUMP STATION #18							
602727 64010 PUMP STATION #18 LABO	2,323	.00	2,323.00	201.07	.00	2,121.93	8.7%
602727 65200 PUMP STATION #18 ELEC	700	.00	700.00	81.24	.00	618.76	11.6%
602727 65480 PUMP STATION #18 CONT	1,368	.00	1,368.00	128.13	.00	1,239.87	9.4%
602727 65930 PUMP STATION #18 ALAR	260	.00	260.00	66.83	.00	193.17	25.7%*
602727 66300 PUMP STATION #18 SUPP	25	.00	25.00	.00	.00	25.00	.0%
602727 66320 PUMP STATION #18 PART	650	.00	650.00	184.41	.00	465.59	28.4%*
TOTAL PUMP STATION #18	5,326	.00	5,326.00	661.68	.00	4,664.32	12.4%
602728 PUMP STATION #19							
602728 64010 PUMP STATION #19 LABO	2,323	.00	2,323.00	493.68	.00	1,829.32	21.3%
602728 65200 PUMP STATION #19 ELEC	415	.00	415.00	44.56	.00	370.44	10.7%
602728 65480 PUMP STATION #19 CONT	900	.00	900.00	1,328.13	.00	-428.13	147.6%*
602728 65930 PUMP STATION #19 ALAR	260	.00	260.00	66.83	.00	193.17	25.7%*
602728 66300 PUMP STATION #19 SUPP	25	.00	25.00	.00	.00	25.00	.0%
602728 66320 PUMP STATION #19 PART	450	.00	450.00	.00	.00	450.00	.0%



FOR 2018 03

	ORIGINAL APPROP	TRANSFERS/ ADJSTWTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL PUMP STATION #19	4,373	.00	4,373.00	1,933.20	.00	2,439.80	44.2%
602729 PUMP STATION #20							
602729 64010 PUMP STATION #20 LABO	2,323	.00	2,323.00	127.44	.00	2,195.56	5.5%
602729 65200 PUMP STATION #20 ELEC	200	.00	200.00	24.81	.00	175.19	12.4%
602729 65480 PUMP STATION #20 CONT	600	.00	600.00	128.13	.00	471.87	21.4%
602729 65930 PUMP STATION #20 ALAR	260	.00	260.00	66.83	.00	193.17	25.7%*
602729 66300 PUMP STATION #20 SUPP	25	.00	25.00	.00	.00	25.00	.0%
602729 66320 PUMP STATION #20 PART	250	.00	250.00	.00	.00	250.00	.0%
TOTAL PUMP STATION #20	3,658	.00	3,658.00	347.21	.00	3,310.79	9.5%
602730 PUMP STATION #21							
602730 64010 PUMP STATION #21 LABO	3,098	.00	3,098.00	264.88	.00	2,833.12	8.6%
602730 65200 PUMP STATION #21 ELEC	2,400	.00	2,400.00	381.67	.00	2,018.33	15.9%
602730 65480 PUMP STATION #21 CONT	550	.00	550.00	315.00	.00	235.00	57.3%*
602730 65930 PUMP STATION #21 ALAR	260	.00	260.00	66.83	.00	193.17	25.7%*
602730 66300 PUMP STATION #21 SUPP	25	.00	25.00	.00	.00	25.00	.0%
602730 66320 PUMP STATION #21 PART	450	.00	450.00	696.86	.00	-246.86	154.9%*
TOTAL PUMP STATION #21	6,783	.00	6,783.00	1,725.24	.00	5,057.76	25.4%
602731 PUMP STATION #22							
602731 64010 PUMP STATION # 22 LAB	4,647	.00	4,647.00	888.91	.00	3,758.09	19.1%
602731 65200 PUMP STATION # 22 ELE	1,200	.00	1,200.00	113.74	.00	1,086.26	9.5%
602731 65480 PUMP STATION # 22 CON	600	.00	600.00	315.00	.00	285.00	52.5%*
602731 65930 PUMP STATION # 22 ALA	260	.00	260.00	66.83	.00	193.17	25.7%*
602731 66300 PUMP STATION # 22 SUP	25	.00	25.00	35.25	.00	-10.25	141.0%*
602731 66320 PUMP STATION # 22 PAR	500	.00	500.00	.00	.00	500.00	.0%
TOTAL PUMP STATION #22	7,232	.00	7,232.00	1,419.73	.00	5,812.27	19.6%
602732 PUMP STATION #23							
602732 64010 PUMP STATION # 23 LAB	2,323	.00	2,323.00	254.54	.00	2,068.46	11.0%



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TOWN OF KITTERY
FY18 BUDGET VS. ACTUAL SEPTEMBER YTD

P 25
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FOR 2018 03

	ORIGINAL APPROP	TRANSFERS/ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
602732 65200 PUMP STATION # 23 ELE	1,600	.00	1,600.00	84.60	.00	1,515.40	5.3%
602732 65480 PUMP STATION # 23 CON	550	.00	550.00	735.00	.00	-185.00	133.6%*
602732 65930 PUMP STATION #23 ALA	260	.00	260.00	66.83	.00	193.17	25.7%*
602732 66300 PUMP STATION #23 SUPP	25	.00	25.00	.00	.00	25.00	.0%
602732 66320 PUMP STATION # 23 PAR	450	.00	450.00	.00	.00	450.00	.0%
TOTAL PUMP STATION #23	5,208	.00	5,208.00	1,140.97	.00	4,067.03	21.9%
602733 PUMP STATION #24							
602733 64010 PUMP STATION # 24 LAB	3,098	.00	3,098.00	200.61	.00	2,897.39	6.5%
602733 65200 PUMP STATION # 24 ELE	600	.00	600.00	78.65	.00	521.35	13.1%
602733 65480 PUMP STATION # 24 CON	550	.00	550.00	235.00	.00	315.00	42.7%*
602733 65930 PUMP STATION # 24 ALA	260	.00	260.00	66.83	.00	193.17	25.7%*
602733 66300 PUMP STATION # 24 SUP	25	.00	25.00	.00	.00	25.00	.0%
602733 66320 PUMP STATION # 24 PAR	600	.00	600.00	.00	.00	600.00	.0%
TOTAL PUMP STATION #24	5,133	.00	5,133.00	581.09	.00	4,551.91	11.3%
602750 TREATMENT PLANT							
602750 64010 TREATMENT PLANT LABOR	173,130	.00	173,130.00	42,121.00	.00	131,009.00	24.3%
602750 64019 PLANT MAINT LABOR	78,106	.00	78,106.00	11,919.30	.00	66,186.70	15.3%
602750 64030 OVERTIME	43,294	.00	43,294.00	6,103.26	.00	37,190.74	14.1%
602750 64050 MAINE STATE RETIREMEN	28,144	.00	28,144.00	8,204.48	.00	19,939.52	29.2%*
602750 64060 FICA EMPLOYER SHARE	21,767	.00	21,767.00	6,221.69	.00	15,545.31	28.6%*
602750 65020 TREATMENT PLANT TELEP	3,276	.00	3,276.00	641.23	.00	2,634.77	19.6%
602750 65040 TREATMENT PLANT EDUCA	5,200	.00	5,200.00	385.00	.00	4,815.00	7.4%
602750 65200 TREATMENT PLANT ELECT	100,000	.00	100,000.00	18,843.30	.00	81,156.70	18.8%
602750 65220 TREATMENT PLANT WATER	4,172	.00	4,172.00	839.33	.00	3,332.67	20.1%
602750 65230 TREATMENT PLANT FUEL	15,792	.00	15,792.00	.00	.00	15,792.00	.0%
602750 65310 TREATMENT PLANT MOTOR	48,743	.00	48,743.00	8,345.75	.00	40,397.25	17.1%
602750 65316 TREATMENT PLANT GENER	2,240	.00	2,240.00	.00	.00	2,240.00	.0%
602750 65410 TREATMENT PLANT COMPU	7,998	.00	7,998.00	363.22	.00	7,634.78	4.5%
602750 65480 TREATMENT PLANT OTHER	49,600	.00	49,600.00	12,432.67	.00	37,167.33	25.1%*
602750 65500 TREATMENT PLANT BLDG	2,000	.00	2,000.00	151.86	.00	1,848.14	7.6%
602750 65700 TREATMENT PLANT EXPEN	2,000	.00	2,000.00	17.52	.00	1,982.48	.9%
602750 65930 ALARMS	2,000	.00	2,000.00	66.82	.00	1,933.18	3.3%
602750 65955 TREATMENT PLANT SLUDG	120,645	.00	120,645.00	10,627.55	.00	110,017.45	8.8%
602750 66010 TREATMENT PLANT OFFIC	24,670	.00	24,670.00	6,448.94	.00	18,221.06	26.1%*



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TOWN OF KITTERY
FY18 BUDGET VS. ACTUAL SEPTEMBER YTD

P 26
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FOR 2018 03

	ORIGINAL APPROP	TRANSFERS/ADJUSTMNTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
602750 66300 TREATMENT PLANT SUPPL	2,900	.00	2,900.00	411.26	.00	2,488.74	14.2%
602750 66340 LABORATORY CHEMICALS/	11,945	.00	11,945.00	864.04	.00	11,080.96	7.2%
602750 66400 TREATMENT PLANT REPAI	1,000	.00	1,000.00	812.34	.00	187.66	81.2%*
602750 66410 TREATMENT PLANT REPAI	20,000	.00	20,000.00	3,270.94	.00	16,729.06	16.4%
602750 66420 TREATMENT PLANT TOOL/E	25,000	.00	25,000.00	7,122.16	.00	17,877.84	28.5%*
602750 66450 TREATMENT PLANT CHEMI	100,000	.00	100,000.00	27,547.20	.00	72,452.80	27.5%*
602750 66520 TREATMENT PLANT SAFET	0	.00	.00	7,396.69	.00	-7,396.69	100.0%*
TOTAL TREATMENT PLANT	893,622	.00	893,622.00	181,157.55	.00	712,464.45	20.3%
602760 SEWER GENERAL OPERATING							
602760 64011 TOWN MANAGER SALARY	29,540	.00	29,540.00	7,122.52	.00	22,417.48	24.1%
602760 64012 SUPERINTENDENT SALARY	83,226	.00	83,226.00	20,800.00	.00	62,426.00	25.0%
602760 64013 OFFICE CLERK SALARY	45,698	.00	45,698.00	11,419.20	.00	34,278.80	25.0%
602760 64031 SALARY & POSITION ADJ	14,000	.00	14,000.00	.00	.00	14,000.00	.0%
602760 64050 MAINE STATE RETIREMEN	12,377	.00	12,377.00	3,093.07	.00	9,283.93	25.0%
602760 64051 ICMA EMPLOYER SHARE	1,772	.00	1,772.00	423.80	.00	1,348.20	23.9%
602760 64060 FICA EMPLOYER SHARE	12,122	.00	12,122.00	2,830.28	.00	9,291.72	23.3%
602760 64070 WORKERS COMPENSATION	14,461	.00	14,461.00	2,504.77	.00	11,956.23	17.3%
602760 64090 MAJOR MEDICAL INSURAN	130,540	.00	130,540.00	59,526.73	.00	71,013.27	45.6%*
602760 64091 DENTAL INSURANCE	1,198	.00	1,198.00	404.31	.00	793.69	33.7%*
602760 64092 DISABILITY INSURANCE	3,999	.00	3,999.00	1,184.96	.00	2,814.04	29.6%*
602760 65101 MMA RISK POOL	33,350	.00	33,350.00	12,613.00	.00	20,737.00	37.8%*
602760 65350 SWEET END RENT	22,900	.00	22,900.00	.00	.00	22,900.00	.0%
602760 65430 AUDIT SERVICES	3,400	.00	3,400.00	.00	.00	3,400.00	.0%
602760 68060 DEBT SERVICE	849,215	.00	849,215.00	87,024.75	.00	762,190.25	10.2%
TOTAL SEWER GENERAL OPERATING	1,257,798	.00	1,257,798.00	208,947.39	.00	1,048,850.61	16.6%
TOTAL SEWER FUND	0	.00	.00	391,709.38	.00	-391,709.38	100.0%
TOTAL REVENUES	-2,423,589	.00	-2,423,589.00	-94,890.62	.00	-2,328,698.38	
TOTAL EXPENSES	2,423,589	.00	2,423,589.00	486,600.00	.00	1,936,989.00	
GRAND TOTAL	0	.00	.00	-5,747,451.22	.00	5,747,451.22	100.0%

** END OF REPORT - Generated by PATRICIA MOORE **

TOWN COUNCIL MEETING
COUNCIL CHAMBERS

UNAPPROVED
AUGUST 28, 2017

- 1 1. Call to Order
2
3 Chairperson Beers called the meeting to order at 5:30 P.M.
4
5 2. Introductory
6
7 Chairperson Beers read the introductory.
8
9 3. Pledge of Allegiance
10
11 Chairperson Beers led those present in the Pledge of Allegiance.
12
13 4. Roll Call
14
15 Answering the roll call were Chairperson Gary Beers, Vice Chairperson Charles Denault, Councilors Frank
16 Dennett, Jeffrey Pelletier, Jeffrey Thomson, Judith Spiller and Kenneth Lemont.
17
18 5. Agenda Amendment and Adoption.
19
20 The agenda was adopted, as presented.
21
22 6. Town Manager's Report
23
24 Town Manager Amaral reviewed her written report.
25
26 **Fabulous Find Awarded** – Amaral thanks Fabulous Find for selecting the Kittery Community Center as one
27 of the recipients of their July Giving Program and awarding over \$8,000 for the replacement of their
28 existing playground.
29
30 **Whipple Road** – Amaral provided an update on Whipple Road. She advised that the Town is working on
31 the easement issues. An abutters meeting will be scheduled within the next few weeks to discuss
32 potential new pole locations. The project will remain on hold until the CMP situation has been resolved.
33
34 **Seapoint Beach Parking** – The Town is working on installing new resident-only parking signs. The Kittery
35 Police Department has also been focusing on additional presence at the beach and will continue through
36 the Labor Day weekend.
37
38 **Opening Ceremony of the Sarah Mildred Long Bridge** – Discussions began last week between the project
39 team, Maine DOT and NH DOT. The projected ceremony is date is November 10th or November 17th.
40 Details for the event are in the brainstorming process.
41
42 **Economic Development Opportunities** – Amaral provided an overview of efforts working with the
43 Economic Development Committee, focusing on economic development in town as well as working with

44 the State to discuss grants or programs offering assistance. The Town is also discussing how to best use
45 the TIFF program and seek out opportunities to work with Maine and Company.

46

47 **Upcoming dates** – The following upcoming dates were announced:

48

- 49 • Safford School Future Discussion – September 12th, 6:00 p.m. at The First Christian Church.
- 50 • Completed Nomination Forms Due – September 25th, 6:00 p.m. at the Town Clerk’s Office.
- 51 • Library Working Group Information Session – October 16th, 6:00 p.m. at Traip Academy.

52

53 7. Acceptance of Previous Minutes

54

55 The regular meeting minutes of August 14th, 2017 were adopted as amended.

56

57 Interviews for the Board of Appeals and Planning Board – NONE.

58

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

61

62 a. (080217-1) The Kittery Town Council moves to discuss and place a non-binding referendum
63 question on the November 7, 2017 ballot to consider the location of the Rice Public Library.

64

65 Councilor Judith Spiller explained the three options the Library Working Group has decided on after
66 consideration of two previous meetings and a public online survey. Councilor Judith Spiller opened up the
67 floor for comment from members of the Library Working Group.

68

69 Library Working Group member George Dow and Citizen White spoke in support of adding the three-
70 option referendum question presented by the Library Working Group to the ballot.

71

72 **COUNCILOR PELLETIER MOVED TO PLACE THE FOLLOWING REFERENDUM QUESTION ON THE BALLOT:**

73

74 • **WHICH LOCATION SHOULD THE TOWN CONSIDER FOR THE RICE PUBLIC LIBRARY FACILITY**

75

76 ○ **REHABILITATE AND BUILD AN ADDITION ONTO THE CURRENT RICE BUILDING.**

77

78 ○ **BUILD A NEW LIBRARY BUILDING ADJACENT TO ROGERS ROAD AT THE KITTERY**

79

80 ○ **NEITHER OF THE ABOVE**

81

82 **SECONDED BY COUNCILOR SPILLER**

83

84 The council discussed the addition of the referendum on the ballot. Councilor Dennett refrained from
85 positive or negative comment, and Vice Chairperson Denault made comments in support of referendum.

86

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

88

89 10. PUBLIC HEARINGS

90

91 Town Manager Amaral provided an overview of the questions scheduled for public hearing.

92

93 a. (080217-2) The Kittery Town Council moves to hold a public hearing on proposed Town Charter

92 Review and housekeeping amendments and to place the proposed amendments on the November 7,
93 2017 ballot.

94
95 Chairperson Beers opened the floor for public comment. Hearing none; Chairperson Beers closed the
96 public hearing.

97
98 **COUNCILOR THOMSON MOVED THE PROPOSED CHARTER AMENDMENTS TO THE NOVEMBER 7, 2017**
99 **BALLOT.**

100
101 Councilor Spiller posed a question regarding Line 10 and Article 9 - Page 823 not matching. Chairperson
102 Beers suggested amending the verbiage so both read, "Port and Harbor".

103
104 **SECONDED BY VICE CHAIRPERSON DENAULT. THE MOTION PASSED BY A UNANIMOUS ROLL CALL VOTE**
105 **7/0/0.**

106
107 b. (080217-3) The Kittery Town Council moves to hold a public hearing on proposed Town
108 Manager Town Charter amendments and to place the proposed amendments on the November 7, 2017
109 ballot.

110
111 Chairperson Beers suggested a change in regards to Question 2 on Line 24, changing it from "these rules
112 shall provide for" to "these rules are to provide for". Chairperson Beers opened the floor for public
113 comment. Hearing none; Chairperson Beers closed the public hearing.

114
115 **COUNCILOR THOMSON MOVED THE PROPOSED CHARTER AMENDMENTS TO THE NOVEMBER 7, 2017**
116 **BALLOT. SECONDED BY VICE CHAIRPERSON DENAULT. THE MOTION PASSED BY A UNANIMOUS ROLL**
117 **CALL VOTE 7/0/0.**

118
119 c. (080217-4) The Kittery Town Council moves to hold a public hearing on proposed Port
120 Authority Town Charter amendments and to place the proposed amendments on the November 7, 2017
121 ballot.

122
123 Chairperson Beers opened the floor for public comment. Hearing none; Chairperson Beers closed the
124 public hearing.

125
126 **COUNCILOR THOMSON MOVED THE PROPOSED CHARTER AMENDMENTS TO BE ON THE NOVEMBER 7,**
127 **2017 BALLOT. SECONDED BY VICE CHAIRPERSON DENAULT. THE MOTION PASSED BY A UNANIMOUS**
128 **ROLL CALL VOTE 7/0/0.**

129
130 d. (080217-5) The Kittery Town Council moves to hold a public hearing on the application from
131 Rene Garcia, 2064 Woodbury Ave, Newington, NH for a Victauler's License for EL Rodeo, 375 US Route 1,
132 Premium Outlet's #4.

133
134 Chairperson Beers opened the floor for public comment. Hearing none; Chairperson Beers closed the
135 public hearing.

136
137 **COUNCILOR THOMSON MOVED TO APPROVE THE APPLICATION. SECONDED BY VICE CHAIRPERSON**
138 **DENAULT. THE MOTION PASSED BY A UNANIMOUS ROLL CALL VOTE 7/0/0.**

139

140 e. (080217-6) The Kittery Town Council moves to hold a public hearing on a renewal application
141 from Delta Amusement Inc., 182 State Road, Kittery, ME for a Special Activity Amusement Permit for Navy
142 Yard Bar & Billiard, 182 State Road.

143

144 Chairperson Beers opened the floor for public comment. Hearing none; Chairperson Beers closed the
145 public hearing.

146

147 **COUNCILOR THOMSON MOVED TO RENEW THE APPLICATION. SECONDED BY VICE CHAIRPERSON**
148 **DENAULT. THE MOTION PASSED BY A UNANIMOUS ROLL CALL VOTE 7/0/0.**

149

150 f. (080217-7) The Kittery Town Council moves to hold a public hearing on a renewal of application
151 from Tributary Brewing Company, 10 Shapleigh Road Site A, Kittery, ME for a Special Activity Amusement
152 Permit for Tributary Brewing Company, 10 Shapleigh Road Site A.

153

154 Chairperson Beers opened the floor for public comment. Hearing none; Chairperson Beers closed the
155 public hearing.

156

157 **COUNCILOR THOMSON MOVED TO RENEW THE APPLICATION. SECONDED BY VICE CHAIRPERSON**
158 **DENAULT. THE MOTION PASSED BY A UNANIMOUS ROLL CALL VOTE 7/0/0.**

159

160 11. DISCUSSION

161

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

163

164 Sally Manninen, Substance Abuse Coordinator for the Choose to Be Healthy Program at York Hospital.

165 Ms. Manninen spoke about marijuana use and stated that legalization is not socially beneficial and should
166 not be supported by local policy. She also provided data and statistics to support of her remarks. She
167 encouraged Maine legislators to take their time rolling out commercial marijuana, and put public health,
168 youth health and public safety ahead of the interest of the marijuana industry. She urged the Town
169 Council to keep the needs of children and youth in the forefront when making decisions regarding
170 policies, budgets and government practices involving marijuana.

171

172 Holly Zurer, 113 Government Street

173 Ms. Zurer spoke in support of Option 1 on the non-binding referendum question regarding the Rice Public
174 Library. She commented that the building is a historic structure that anchors the downtown area and that
175 restoration respects Arabella Rice's legacy. She also commented that restoration is more cost effective
176 and the 30,000 sq. foot lot provides ample room for a creative addition that would address accessibility
177 issues.

178

179 Susan Johnson, Tenney Hill Road

180 Ms. Johnson expressed concerns regarding the research group working on discussions about the retail
181 and/or commercial manufacturing of marijuana. She asked that the Town Council not ask the research
182 working group to move forward with the task of making decisions on this topic. She feels that the group
183 hasn't been inclusive or transparent. She would like Kittery to be known for it's culinary, performing arts,
184 and environmental pursuits as well as a vibrant center for innovative business, and not for marijuana
185 products.

186

187 Milton Hall, Bowen Road

188 Mr. Hall wrote a letter to Fema in 1978 regarding Seapoint Road as it had been washed out due to a large
189 storm. He commented that in 1979, Fema gave the town \$7800 to replace the road, though stones were
190 placed to block the road instead. He doesn't think there should be segregation between residents and
191 non-residents at the Seapoint Road area. He also expressed concern about the Port Authority being put
192 under under the Town's authority, putting more responsibility on the Town Manager.

193

194 Mark Alessi, Brave Boat Harbor Road

195 Mr. Alessi expressed concerns about the Port Authority proposal under consideration. He commented
196 that the Port Authority was established prior to the Town Charter as an independent entity and that the
197 current proposal would remove what autonomy it has and place it under the authority of the Town and
198 Council. He said that would also remove the requirement that a Planning Board member sit on the Port
199 Authority board which he disagrees with. He remarked that this matter had been litigated back in 2010
200 when then Councilor Beers proposed the Port Authority under Town governance, to which it was
201 discussed and tabled. He stated that he is opposed to the proposed charter amendment. He urged the
202 voters to vote no on the Port Authority proposal.

203

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

205

206 c. Chairperson's response to public comments.

207

208 Chairperson Beers thanked Ms. Manninen for her comments and said that the working group and Council
209 will continue to review questions and issues and will have further discussions later. He thanked Ms. Zurer
210 and commented that he agreed with her perspective on the rehabilitation of the Rice Library. In response
211 to Mr. Alessi, the audio cut out and Chairperson Beers' response could not be heard. No further
212 discussion can be heard until the result of the vote.

213

214 12. UNFINISHED BUSINESS – NONE

215

216 13. NEW BUSINESS

217

218 a. Donations/gifts received for Council disposition.

219

220 (080217-8) The Kittery Town Council moves to accept a donation in the amount of \$50.00
221 from Jane K. Lannon & Benjamin M. Lannon, in honor of Casey Savage, to be deposited in account #2063-
222 43600 Kittery Community Center.

223

224 **COUNCILOR SPILLER MOVED TO ACCEPT THE DONATION IN THE AMOUNT OF \$50.00 FROM JANE K.
225 LANNON & BENJAMIN M. LANNON, TO BE DEPOSITED IN ACCOUNT #2063-43600 KITTERY COMMUNITY
226 CENTER. SECONDED BY COUNCILOR PELLETIER. THE MOTION PASSED BY A UNANIMOUS ROLL CALL
227 VOTE 7/0/0.**

228

229 (080217-9) The Kittery Town Council moves to accept a donation in the amount of \$8,163.62 from The
230 Fabulous Find for the new playground fund, to be deposited in account #2063-43600.

231

232 **VICE CHAIRPERSON DENAULT MOVED TO ACCEPT THE DONATION IN THE AMOUNT OF \$8,163.62 FROM
233 THE FABULOUS FIND TO BE DEPOSITED IN ACCOUNT #2063-43600. SECONDED BY COUNCILOR
234 PELLETIER. THE MOTION PASSED BY A UNANIMOUS ROLL CALL VOTE 7/0/0.**

235

236 (080217-10) The Kittery Town Council moves to accept a donation in the amount of \$500.00 from James
237 L. and Elizabeth B. Gamble for the preschool, to be deposited in account #2063-43600.

238

239 **COUNCILOR PELLETIER MOVED TO ACCEPT THE DONATION IN THE AMOUNT OF \$500.00 FROM JAMES L.
240 AND ELIZABETH B. GAMBLE TO BE DEPOSITED IN ACCOUNT #2063-43600. SECONDED BY COUNCILOR
241 SPILLER. THE MOTION PASSED BY A UNANIMOUS ROLL CALL VOTE 7/0/0.**

242

243 (080217-11) The Kittery Town Council moves to accept a donation in the amount of \$100.00 from Wayne
244 Bartlett, to be deposited in account #4043 Parks Reserve.

245

246 **COUNCILOR PELLETIER MOVED TO ACCEPT THE DONATION IN THE AMOUNT OF \$100.00 FROM WAYNE
247 BARTLETT TO BE DEPOSITED IN ACCOUNT #4043 PARKS RESERVE. SECONDED BY COUNCILOR
248 THOMSON. THE MOTION PASSED BY A UNANIMOUS ROLL CALL VOTE 7/0/0.**

249

250

251 b. (080217-12) The Town Council moves to approve the disbursement warrants.

252

253 Town accounts payable in the amount of \$345,877.11

254 Town accounts payable in the amount of \$2,550

255 Sewer accounts payable in the amount of \$3,305.32

256 School accounts payable in the amount of \$4,492.63

257 School accounts payable in the amount of \$500,813.16

258 Total of all disbursement warrants in the amount of \$857,038.22

259

260 Chairperson Beers stated that the Town and Sewer warrants are in due form. Councilor Pelletier stated
261 that the School warrants are in due form.

262

263 **A MOTION WAS MADE BY COUNCILOR SPILLER TO APPROVE THE DISBURSEMENT WARRANTS,
264 SECONDED BY COUNCILOR PELLETIER. THE MOTION PASSED BY A UNANIMOUS VOICE VOTE 7/0/0.**

265

266 c. (080217-13) The Kittery Town Council moves to authorize Tributary Brewing Company to hold
267 two special events, one on Saturday September 9, 2017 from noon to 8:00 p.m. to celebrate its 3rd
268 Anniversary and one on Saturday October 21, 2017 from noon to 8:00 p.m. for the release of Mott the
269 Lesser.

270

271 **COUNCILOR THOMSON MOVED TO APPROVE THE REQUEST. SECONDED BY COUNCILOR SPILLER. THE
272 MOTION PASSED BY A UNANIMOUS VOICE VOTE 7/0/0.**

273

274 d. (080217-14) The Kittery Town Council moves to approve a renewal application from Divine
275 Cuisines, LLC, 20 Walker Street, Kittery, ME for a Malt, Vinous and Spirituous Liquor License for Tuls, 20
276 Walker Street.

277

278 **COUNCILOR SPILLER MOVED TO APPROVE THE APPLICATION RENEWAL. SECONDED BY COUNCILOR
279 PELLETIER. THE MOTION PASSED BY A UNANIMOUS VOICE VOTE 7/0/0.**

280

281 e. (080217-15) The Kittery Town Council moves to approve a renewal application from Delta
282 Amusement, Inc., 182 State Road, Kittery, ME for a Malt, Spirituous and Vinous Liquor License for Navy
283 Yard Bar & Billiard, 182 State Road.

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COUNCILOR SPILLER MOVED TO APPROVE THE APPLICATION RENEWAL. SECONDED BY COUNCILOR THOMSON. THE MOTION PASSED BY A UNANIMOUS ROLL CALL VOTE 7/0/0.

f. (080217-16) The Kittery Town Council moves to express its sentiment regarding the future of retail sales of Marijuana for recreational use in the community of Maine.

Town Manager Amaral stated that she would like the Town Council's input on whether allowing retail sales of marijuana in the Kittery community is something they would like to explore or not, as it will require the additional expense of legal assistance. She also noted that the state is working on revisions to the legalization act, which they expect to have done in October. She also provided an overview of items in favor of and opposition to retail sales of marijuana for consideration.

Chairperson Beers stated that his position is that the next step is to go forward, considering the September/October legislative activity, and be provided with the detail-related to specific ordinance propositions in context with the framework.

Councilor Dennett stated he has nothing for or against marijuana, as long as those using it don't imperil his life, family or property. He commented that he finds it impossible to vote in favor of any marijuana, as the federal government does not allow it. He stated that his opinion is no.

Councilor Lemont thanked the working group. He expressed concern due to conversations he's had with a member of the Maine Legislature select committee. He remarked that Kittery is in front of the curve on this issue and he commended the planning board for putting ordinances in place to assist with controlling this issue if it comes to fruition. He disagreed with results from the public questionnaire, regarding the positives of retail marijuana, stating that the Town will not see the revenue it is expecting. In closing, he stated that he will support a dry community.

Councilor Pelletier stated that he is a Libertarian at heart. He would prefer that Kittery continue to examine what provisions would need to be in place for retail marijuana. He stated that if a proposal for an ordinance involving retail marijuana were put in place, he would want the entire Town to vote on it, not just the Town Council. He endorsed moving forward.

Councilor Spiller stated that she does not support retail marijuana in Kittery. She commented that Kittery would be referred to as the Marijuana Town. She stated the working group should continue with a quiet review, and the issue could be revisited in 5 years.

Councilor Thomson stated the need for action in aiding the Town Manager in making a decision.

Vice Chairperson Denault stated that the public's vote should be honored. He suggested that a guideline be created instead of doing nothing, as doing nothing may open the Town up to being told what to do by the state.

COUNCILOR THOMSON MOVED THAT THE KITTELY TOWN COUNCIL STAND WITH RECENT CHANGES TO TITLE 16, PERTAINING TO MARIJUANA USE AND DEFINITIONS. THEREFORE, BY DECISION OF THE COUNCIL, BUSINESS ESTABLISHMENTS FOR THE RETAIL/SALE OF MARIJUANA FOR RECREATIONAL USE WILL BE PROHIBITED FROM OPERATING WITHIN THE GEOGRAPHIC TOWN LIMITS OF KITTELY, MAINE.

332 **MOTION BY COUNCILOR THOMSON. SECONDED BY COUNCILOR LEMONT.**

333

334 Chairperson Beers opened the motion up for discussion.

335

336 Councilor Thomson agreed with Councilor Lemont. He expressed skepticism in regards to any positive
337 revenue, job creation and effect it will have on the town.

338

339 Councilor Dennett requested the motion be read again before voting.

340

341 Chairperson Beers offered an amendment to the motion, suggesting that "retail sale and use, cultivation,
342 manufacturing and testing be added. It was agreed to by the Secunder. He also stated that he prefers to
343 do the research and not rely on evidence presented by other towns. He remarked that there are many
344 questions left to be answered. He supported the motion.

345

346 Vice Chairperson Denault asked if the location that currently has marijuana on the Rte. 1 Bypass will be
347 affected by this change moving forward.

348

349 Chairperson Beers stated that it will not be affected as it is involved with medical marijuana and also
350 remarked that this change will have no effect on recreational use in town.

351

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

353

354 g. (080217-17) The Kittery Town Council moves to appoint Joyce Tobey as Warden and Sandra
355 Lutts as Deputy Warden for the November 7, 2017 Municipal and State Referendum Election and the
356 opening of the polls at 8:00 a.m. and closing at 8:00 p.m.

357

358 **COUNCILOR THOMSON MOVED THE APPOINTMENTS. SECONDED BY COUNCILOR PELLETIER. THE**
359 **MOTION PASSED BY A UNANIMOUS ROLL CALL VOTE 7/0/0.**

360

361 h. (080217-18) The Kittery Town Council moves to authorize the release of funds in the amount of
362 \$10,000 from unassigned funds (unencumbered surplus) as approved by the voters at the June 13, 2017
363 Town Meeting, and to deposit said funds into account #101740-68427 Expense Self-Insurance Claims, to
364 cover the cost of the deductible for an insurance claim.

365

366 **COUNCILOR PELLETIER MOVED THE RELEASE OF FUNDS IN THE AMOUNT OF \$10,000 FROM**
367 **UNASSIGNED FUNDS (UNENCUMBERED SURPLUS) AND TO DEPOSIT SAID FUNDS INTO ACCOUNT**
368 **#101740-68427. SECONDED BY COUNCILOR SPILLER. THE MOTION PASSED BY A UNANIMOUS ROLL CALL**
369 **VOTE 7/0/0.**

370

371 i. (080217-19) The Kittery Town Council moves to authorize the release of funds in the amount of
372 \$1,000 from unassigned funds (unencumbered surplus) as approved by the voters at the June 13, 2017
373 Town Meeting, and to deposit said funds into account #101740-68427 Expense Self-Insurance Claims, to
374 cover the cost of the deductible for an insurance claim.

375

376 **VICE CHAIRPERSON DENAULT MOVED THE RELEASE OF FUNDS IN THE AMOUNT OF \$1,000 FROM**
377 **UNASSIGNED FUNDS (UNENCUMBERED SURPLUS) AND TO DEPOSIT SAID FUNDS INTO ACCOUNT**
378 **#101740-68427. SECONDED BY CHAIRPERSON BEERS. THE MOTION PASSED BY A UNANIMOUS ROLL**
379 **CALL VOTE 7/0/0.**

380

381 j. (080217-20) The Kittery Town Council moves to authorize the release of funds in the amount of
382 \$1,000 from unassigned funds (unencumbered surplus) as approved by the voters at the June 13, 2017
383 Town Meeting, and to deposit said funds into account #101740-68427 Expense Self-Insurance Claims, to
384 cover the cost of the deductible for an insurance claim.

385

386 **COUNCILOR SPILLER MOVED THE RELEASE OF FUNDS IN THE AMOUNT OF \$1,000 FROM UNASSIGED**
387 **FUNDS (UNENCUMBERED SURPLUS) AND TO DEPOSIT SAID FUNDS INTO ACCOUNT #101740-68427.**
388 **SECONDED BY COUNCILOR THOMSON. THE MOTION PASSED BY A UNANIMOUS ROLL CALL VOTE 7/0/0.**

389

390 14. COUNCILOR ISSUES OR COMMENTS

391

392 Councilor Lemont described a former policy he worked on with then Councilor Grinnell to create a Circuit
393 Breaker Program that provided assistance with tax bills for elderly residents. He commented that North
394 Yarmouth currently has a program called Senior Tax Assistance Program and asked if the Town Council
395 was interested in him getting more information or discussing a similar program.

396

397 Chairperson Beers stated that he would be interested in learning about it.

398

399 Councilor Spiller stated that she intends to bring a resolution to the next meeting, stating that the Town
400 Council opposes the referendum regarding casinos in York County.

401

402 Vice Chairperson Denault expressed concern in regards to the traffic cones in the circle at Rogers Road.
403 He stated that they are not spaced correctly, resulting in damage cones and vehicles. He also asked that
404 the contractors be reminded that the circle is a memorial ground. He also commented on the recent
405 events in Houston and suggested we may be able to use resources from the freebie barn to send some aid
406 for relief efforts. He thanked the Fire Chief for his hard work in addressing fire at the Ark. He remarked
407 and thanked Fabulous Find for their donation to the Kittery Community Center.

408

409 Councilor Thomson stated that on Sept 12th at 6:00 PM at the First Christian Church, there will be
410 another meeting for the Safford School Future Discussion. He then responded to an e-mail that was sent
411 to the Town Manager on August 18th, questioning the relevance of a racial equality march that was
412 scheduled to take place on the 19th to express concern regarding recent events in Charlottesville. He
413 stated that the march has local, and personal significance to him as one of the hate groups burned a cross
414 on his grandparent's property in 1920, which is now his property.

415

416 Chairperson Beers spoke in response to Councilor Thomson, saying that phrasing he used may have been
417 misinterpreted. He stated that after the march he spoke with multiple people including the Town
418 Manager, stating that for the first time in his life, he considered refusing to do the Pledge of Allegiance
419 because in this country, he sees no justice for all.

420

421 15. COMMITTEE AND OTHER REPORTS

422

423 a. Communications from the Chairperson

424

425 Chairperson Beers stated that the next Town Council meeting scheduled for September 11, 2017, will take
426 place at the regularly scheduled time of 7:00 p.m. There will be a workshop with the Port Authority at
427 their request, beginning at 6:00 p.m.

428
429 b. Committee Reports – NONE

430
431 16. EXECUTIVE SESSION – NONE

432
433 17. ADJOURNMENT

434
435 **COUNCILOR PELLETIER MOVED TO ADJOURN THE MEETING AT 7:06 P.M., SECONDED BY COUNCILOR**
436 **SPILLER. THE MOTION PASSED BY A UNANIMOUS VOICE VOTE 7/0/0.**

437
438 Submitted by Suzanne Esposito, on November 8, 2017.

439
440 *Disclaimer: The following minutes constitute the author's understanding of the meeting. While every*
441 *effort has been made to ensure the accuracy of the information, the minutes are not intended as a*
442 *verbatim transcript of comments at the meeting, but a summary of the discussion and actions that took*
443 *place. For complete details, please refer to the video of the meeting on the Town of Kittery website at:*
444 [http://www.townhallstreams.com/stream.php?location_id=68&id=8115.](http://www.townhallstreams.com/stream.php?location_id=68&id=8115)



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 3:34 PM

APPLICATION FOR APPOINTMENT TO TOWN BOARDS

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

Requested to keep application in the pool 12/14/16 3:30 PM
Requested to keep application in the pool 2/23/17 12:26 PM

Please check your choice:

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

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

RELATED EXPERIENCE (Including other Boards and Commissions)
PORTSMOUTH, N.H.
MAYOR'S ADVISORY BOARD - 22 yrs.
PORTSMOUTH ECONOMIC 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.

SIGNATURE OF APPLICANT

JUNE 15, 2016 DATE



TOWN OF KITTEBY, 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 KITTEBY 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

10.17.2017
 DATE

SIGNATURE OF APPLICANT _____

KCC Playground
fund
2087 43600

LIBERTY & JUSTICE FOR ALL

52-7445-2112
EZ-Write™ FD-100 (Check, Field
Postable & No Reciprocity) 9949

PETER R. OGILVIE
GAIL P. OGILVIE
P.O. BOX 45, LORI LANE
KITTEBY POINT, ME 03905

DATE 10-11-17

PAY TO THE ORDER OF: KITTEBY RECREATION DEPT

TWENTY FIVE DOLLARS

\$ 25.00

TD BANK

IN CARE OF OGILVIE FAMILY
FOR PETER R. OGILVIE

STARS & STRIPES

Security Features
Ink on Back

MP

October 17, 2017

Kittery Community Center
120 Old Rogers Road
Kittery, ME 03904

Dear Sir or Madam:

Enclosed please find a donation of \$475.00 for the Kittery Community Center. This donation is being made in the memory of Casey Savage.

Many thanks,

A grateful family

*KCC Playground
Fund
2082 43600*

POSTAL SERVICE®

Serial Number
23929434652

Pay to
Kittery Community Center

Address
*120 Old Rogers Rd
Kittery ME 03904*

Memo
[Redacted]

© 2008 United States Postal Service. All Rights Reserved.

2017-07-16 05:50:00 U.S. Dollars and Cents
\$475.00
Four Hundred Seventy Five Dollars and 00/100 **FRFT**

Amount

From

Address

U.S. MAIL

SEE REVERSE WARNING • NEGOTIABLE ONLY IN THE U.S. AND POSSESSIONS

05 Clerk

*KCC Play grand
2082-43600*

JW DATA, LLC
DBA AURELIUS GOLF
1501 E BASELINE SUITE 108
GILBERT, AZ 85233

JPMORGAN CHASE BANK, N.A.
WWW.CHASE.COM

PAY TO THE ORDER OF Kittery Recreation Department

One Hundred Thirty-Eight and 00/100*****

Tim Riese
200 Grafton Drive
Portsmouth, NH 08301
USA

MEMO Casey Ryan Savage Golf Tournament

\$ **138.00

DOLLARS

NOT VALID AFTER 90 DAYS



MP

14437

91-2/1221

8/4/2017

Details on back



Security Features Included

DG MARKETING LLC
DIXON CHALLENGE
1501 E BASELINE SUITE 108
GILBERT, AZ 85233

JPMORGAN CHASE BANK, N.A.
WWW.CHASE.COM

PAY TO THE ORDER OF Kittery Recreation Department

Two Hundred Twenty-Four and 00/100*****

Tim Riese
200 Grafton Drive
Portsmouth, NH 08301
USA

MEMO Casey Ryan Savage Golf Tournament

\$ **224.00

DOLLARS

NOT VALID AFTER 90 DAYS



MP

39736

91-2/1221

8/4/2017

Details on back



Security Features Included

081064 / 12-04

2082-43600
KCC Playground

CASEY RYAN SAVAGE MEMORIAL
200 HOLLY LN
PORTSMOUTH, NH 03801

122

Nov. 2, 2017

54-8963/2114
1

Date

Pay to the Order of Kittery Rec Dept.

\$ 13,756.36

~~THIRTEEN THOUSAND SEVEN HUNDRED FIFTY SIX AND 36/100~~

Dollars



Northeast
CREDIT UNION
PO Box 1240, Portsmouth, NH 03802-1240

For Casey Ryan DONATION

COUNCIL RULES

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

SECTION ONE. REGULAR MEETINGS:

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

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

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

SECTION TWO. SPECIAL MEETINGS:

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

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

SECTION THREE. COUNCIL ACTION:

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

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

SECTION FOUR. EFFECTIVE DATE OF COUNCIL ACTIONS:

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

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

SECTION FIVE. DUTIES OF THE CHAIRPERSON.

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

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

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

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

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

SECTION SIX. VICE CHAIRPERSON.

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

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

SECTION SEVEN. RECONSIDERATION OF THE VOTE.

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

SECTION EIGHT. CONDUCT IN ADDRESSING THE COUNCIL.

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

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

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

SECTION NINE. MOTIONS IN WRITING

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

SECTION TEN. SUSPENSION OF THE RULES.

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

SECTION ELEVEN. VOTING:

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

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

SECTION TWELVE. AGENDA:

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

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

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

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

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

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

The agenda consists of the following categories:

1. Call to Order
2. Introductory
3. Pledge of Allegiance
4. Roll Call
5. Agenda Amendment and Adoption
6. Town Manager's report

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

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

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

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

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

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

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

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

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

SECTION THIRTEEN. DISCUSSION.

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

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

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

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

B. Response to public comments.

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

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

SECTION FOURTEEN. COUNCIL POLICIES:

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

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

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

SECTION FIFTEEN. STANDING COMMITTEES

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

Financial

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

Legislative

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

SECTION SIXTEEN. COPY COSTS:

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

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

SECTION SEVENTEEN. COUNCILOR AWARENESS

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

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

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

TOWN COUNCIL STANDING, ADHOC & COMMITTEE LIST

COUNCIL CHAIRPERSON / VICE CHAIR – 1ST ORDER OF BUSINESS AFTER SWEARING IN

Beers, Gary, Chair

Denault, Charles, Vice Chair

CIP COMMITTEE (1 Council Rep)

Beers, Gary

COMPREHENSIVE PLAN UPDATE COMMITTEE (1 Council Rep)

Spiller, Judy

ECONOMIC DEVELOPMENT COMMITTEE (1 Council Rep – charge amended 2/11/13)

Lemont, Kenneth

EDUCATION SCHOLARSHIP SELECTION COMMITTEE (2 Council Reps)

Denault, Charles

Pelletier, Jeffrey

KITTERY COMMUNITY CENTER BOARD OF DIRECTORS (1 Council Rep)

Thomson, Jeffrey (until 3/26/18)

MARY SAFFORD WILDES TRUST (Council Chair serves as ex-officio member)

Beers, Gary, Chair

OPEN SPACE ADVISORY COMMITTEE (1 Council Rep)

Spiller, Judy

DISBURSEMENT WARRANT FOR TOWN EMPLOYEE WAGES

DISBURSEMENT WARRANT FOR TOWN EXPENSES

SCHOOL WARRANT FOR GENERAL DISBURSEMENTS

RICE LIBRARY WORKING GROUP

YORK RIVER STUDY COMMITTEE

Maine Revised Statutes

Title 30-A: MUNICIPALITIES AND COUNTIES

Part 2: MUNICIPALITIES

Subpart 2: ORGANIZATION AND INTERLOCAL COOPERATION

Chapter 111: HOME RULE

§2105. Submission to voters

The method of voting at municipal elections, when a question relating to a charter adoption, a charter revision, a charter modification or a charter amendment is involved, shall be in the manner prescribed for municipal elections under sections 2528 to 2532, even if the municipality has not accepted the provisions of section 2528. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

1. Charter revision or adoption. Except as provided in paragraph A, in the case of a charter revision or a charter adoption, the question to be submitted to the voters shall be in substance as follows:

"Shall the municipality approve the (charter revision) (new charter) recommended by the charter commission?"

A. If the charter commission, in its final report under section 2103, subsection 5, recommends that the present charter continue in force with only minor modifications, those modifications may be submitted to the voters in as many separate questions as the commission finds practicable. The determination to submit the charter revision in separate questions under this paragraph and the number and content of these questions must be made by a majority of the charter commission.

(1) If a charter commission decides to submit the charter revision in separate questions under this paragraph, each question to be submitted to the voters shall be in substance as follows:

"Shall the municipality approve the charter modification recommended by the charter commission and reprinted (summarized) below?"

[1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

[1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD) .]

2. Charter amendment. In the case of a charter amendment the question to be submitted to the voters shall be in substance as follows:

"Shall the municipality approve the charter amendment reprinted (summarized) below?"

[1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD) .]

3. Voter information. Reports shall be made available and summaries prepared and made available as follows.

A. In the case of a charter revision or charter adoption, at least 2 weeks before the election, the municipal officers shall:

- (1) Have the final report of the charter commission printed;
- (2) Make copies of the report available to the voters in the clerk's office; and
- (3) Post the report in the same manner that proposed ordinances are posted. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

B. In the case of a charter amendment, at least 2 weeks before the election, the municipal officers shall:

- (1) Have the proposed amendment and any summary of the amendment prepared under this section printed;
- (2) Make copies available to the voters in the clerk's office; and
- (3) Post the amendment and any summary of that amendment in the same manner that proposed ordinances are posted. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

C. Any summary must fairly describe the content of the proposed amendment and may not contain information designed to promote or oppose the amendment. [1991, c. 622, Pt. X, §11 (AMD).]

[1991, c. 622, Pt. X, §11 (AMD) .]

4. Effective date. If a majority of the ballots cast on any question under subsection 1 or 2 favor acceptance, the new charter, charter revision, charter modification or charter amendment becomes effective as provided in this subsection, provided the total number of votes cast for and

against the question equals or exceeds 30% of the total votes cast in the municipality at the last gubernatorial election.

A. Except as provided in subparagraph (1), new charters, charter revisions or charter modifications adopted by the voters take effect on the first day of the next succeeding municipal year.

(1) New charters, charter revisions or charter modifications take effect immediately for the purpose of conducting any elections required by the new provisions. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

B. Charter amendments adopted by the voters take effect on the date determined by the municipal officers, but not later than the first day of the next municipal year. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

[1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD) .]

SECTION HISTORY

1987, c. 737, §§A2,C106 (NEW). 1989, c. 6, (AMD). 1989, c. 9, §2 (AMD). 1989, c. 104, §§C8,10 (AMD). 1991, c. 622, §X11 (AMD).

The Revisor's Office cannot provide legal advice or interpretation of Maine law to the public.
If you need legal advice, please consult a qualified attorney.

[Office of the Revisor of Statutes \(mailto:webmaster_ros@legislature.maine.gov\)](mailto:webmaster_ros@legislature.maine.gov) • 7 State House Station •
State House Room 108 • Augusta, Maine 04333-0007

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AGREEMENT

BETWEEN

TOWN OF KITTERY

And

TEAMSTERS LOCAL UNION NO. 340

affiliated with the

International Brotherhood of Teamsters

PROFESSIONAL EMPLOYEES

EFFECTIVE: July 1, 2017
EXPIRATION: June 30, 2020

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This Agreement is entered into between the TOWN OF KITTERY, MAINE, hereinafter referred to as the "TOWN" or "EMPLOYER," and TEAMSTERS LOCAL #340, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "UNION."

ARTICLE 1 - PREAMBLE

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

ARTICLE 2- RECOGNITION

The Town recognizes the Union as the sole and exclusive bargaining agent for the Tax Assessor, Code Enforcement Officer, Deputy Treasurer/Tax Collector/Bookkeeper, Deputy Town Clerk, Highway Foreman, Facility Maintenance Supervisor and Assistant Recreation Director for the purpose of negotiating salaries, wages, hours, and terms of employment for all eligible employees within the bargaining unit of the Union, as provided in accordance with applicable state statutes.

ARTICLE 3 - CONTRACT ADMINISTRATION

Section 1. The Town and Union mutually acknowledge that problems can arise in the administration of a collective bargaining agreement. The Town and Union therefore agree that they shall meet periodically to confer with respect to personnel policy and practices and matters affecting working conditions. Such meetings will be held at a mutually acceptable time and date. Union representatives consist of the Business Agent and one other member, who represent all members of the Unit.

Section 2. Management will recognize the stewards and chief steward appointed by the Union. The number of stewards is one (1) per unit. The Union shall supply the Town in writing, and shall maintain with the Town on a current basis, a complete list of all authorized stewards together with the location each is authorized to represent.

Section 3. The Employer agrees that reasonable time during working hours, without charge to leave, is to be made available to the Union's officers, stewards, and chief steward while engaged in official activities. In the interest of the efficient conduct of Town business and the economical use of Town time, and in order to draw a reasonable distinction between official and unofficial activities, those activities concerned with the internal management of the Union, membership meetings, solicitation of membership, campaigning for Union offices, and the conducting of election for Union offices will be conducted outside regular working hours.

Section 4. All officers, representatives, stewards, and employees will request permission from their supervisors when they wish to leave their assigned duties for official activities. The supervisor's permission will normally be granted. Permission will also be obtained from the supervisor of any employee being contacted. The officers and stewards will report to their supervisors when they return to their assigned duties. An employee may be excused from his/her job for a reasonable period of time, without charge to leave, to discuss an appropriate matter with an official of the Union.

ARTICLE 4 - HOURS OF WORK

Section 1. The administrative work week is the period of seven (7) consecutive calendar days used as a unit in computing pay. It consists of the regularly scheduled work week and the regular days off. It is identical to the calendar work week beginning at 0001 hours on Sunday and ending at 2400 hours the following Saturday.

Section 2. The basic forty (40) hour work week consists of four (4) consecutive ten hour days, Monday through Thursday. The Highway Foreman, Assistant Recreation Director and Facility Maintenance Supervisor's basic forty (40) hour work week consists of five (5) consecutive eight (8) hour days, Monday through Friday.

Section 3. The Town will provide for two (2) fifteen (15) minute breaks, one (1) in the morning and one (1) in the afternoon. Employees will also have a thirty (30) minute lunch that is uncompensated. Breaks may be combined or used to alter the start or end time of the work day upon mutual agreement of Management and the employee.

Section 4. Paid status consists of regular work, sick leave, vacation time, and when suspended with pay.

Section 5. Union members' scheduled working hours will not be changed to avoid the payment of overtime.

ARTICLE 5 - OVERTIME COMPENSATION

Section 1. The Town agrees to make every effort to give employees as much notice as possible when overtime is required.

Section 2. For those employees eligible for overtime pay, the term "overtime compensation" is defined as one and one-half times the employee's regular hourly base rate of pay and is paid for all approved time necessarily spent in an approved paid status in excess of forty (40) hours in any work week.

Section 3. Non-exempt employees. The Highway Foreman, Deputy Town Clerk, and Code Enforcement Officer are paid time and one-half (1 ½) their straight time rate of pay for all hours in excess of 40 hours per week. Such hours must be approved in advance by the employee's supervisor. Employees may elect to convert earned overtime to compensatory time off to a maximum accrual of 60 hours in any one year, January to December. At the end of each year, the employee may elect to carry over the time to the next year or receive the equivalent in wages in the following January. Those employees with time on the books at the signing of the agreement may accrue up to an additional 60 hours but may not accrue additional time until the accrued time (old time) is used and the new time is less than 60 hours. Employees are required to use all accrued compensatory time by December 31st of each year. If a balance of accrued compensatory time remains after December 31st, the Town will pay the employee for the time at the compensation rate at which it was earned, no later than January 31st each year.

Section 4. An employee called back to work receives a minimum of three (3) hours pay at one and one-half (1 ½) times the normal rate of pay for the work for which he/she is called back. In the event that the employee called back works in excess of three (3) hours, said hours will be paid at one and one-half (1 ½) times the normal rate. This section only applies to an ordered-in situation and not to scheduled overtime. This section only applies to the Deputy Clerk, Code Enforcement Officer and Highway Foreman.

Section 5. For those employees eligible for overtime pay, the employee must indicate to the Employer during the work week in which the overtime is earned whether or not he/she wishes to receive overtime pay for said overtime or wishes to take compensatory time in lieu of receiving overtime pay.

Section 6. The Employer agrees to make available pertinent records of overtime to the Union, upon its request, for the resolution of employees' complaints.

ARTICLE 6 - CLOTHING ALLOWANCE

The Town shall provide the Highway Foreman with protective and safety equipment deemed necessary for regular performance or selected duties at no cost to the employee. The Town will provide the Highway Foreman with an annual clothing allowance in the amount of four hundred dollars (\$400) which will be credited to the employee in an account maintained by the Town for the purchase of work boots that meet the ANSI standards, and for purchase and replacement of appropriate and suitable work cloths.

A yearly clothing allowance in the amount of one hundred fifty dollars (\$150) per year for the purchase of work boots and seasonal clothing for the Assessor and Code Enforcement Officer will be credited to each employee in an account maintained by the Town for the purchase of these items.

ARTICLE 7- SAFE WORK PRACTICES AND EQUIPMENT

Section 1. The Town and the Union recognize the Employer's responsibility to provide a safe work place.

Section 2. The Town and the Union recognize the responsibility of each employee to work in a safe manner and to follow safety rules and requirements when operating the Employer's equipment and when on the Employer's premises.

Section 3. The Town and the Union will cooperate in efforts to provide and maintain safe working conditions and to ensure that employees work in a safe manner.

Section 4. The Employer may not require employees to take out any vehicle 011 any street or highway, or use and operate any equipment that is not in safe operating condition.

Section 5. The Employer may not require any employee to work in a hazardous area, or with or around any hazardous materials, unless proper safety equipment and clothing are provided.

ARTICLE 8 - STRIKES AND LOCKOUTS

Section 1. All disputes between the parties to this agreement must be settled in accordance with the grievance procedure set forth in this agreement

Section 2. There will be no strikes, slowdowns, cessation of work, and/or interference with the operations or regular work of the Employer by employees during the term of this agreement, and there will be no lockouts by the Employer during the term of this Agreement.

Section 3. Employees participating in any of the acts indicated above may be subject to disciplinary action.

ARTICLE 9 · GRIEVANCE PROCEDURE

Section 1. A grievance is defined as any controversy, dispute, complaint, or misunderstanding that may arise involving the interpretation or application of a specific article or section of this Agreement. Any grievance

arising between the Town, the Union, or an employee represented by the Union must be settled in the following manner:

Step 1. The employee and/or his/her/er Union representative will discuss the grievance with his/her supervisor within ten (10) working days from the occurrence of the event in an attempt to resolve the grievance.

Step 2. If the grievance is not successfully resolved at Step 1, the employee and/or his/her Union representative shall take up the grievance with the employee's Department Head within five (5) working days after the discussion with the employee's immediate supervisor. Prior to the initiation of Step 2, all grievances will be reduced to writing by the employee, specify the article and section of this Agreement at issue, and be signed by the employee. Any grievance, not meeting the above requirements at Step 2 in the grievance procedure, is waived and/or dismissed; The Department Head shall render a decision on the grievance in writing within five (5) working days after his/her discussion with the employee and/or his/her representative.

Step 3. In the event that the grievance is not satisfactorily resolved at Step 2, the employee, the Union, or its representative may then take the written grievance up with the Town Manager, as long as this is done within five (5) working days from receipt of the Department Head's decision. At this step in the grievance, the Union must identify the specific article of the contract which the Town allegedly violated. The Town Manager shall, within ten (10) working days after his/her discussion with the employee and/or his/her representative, render a written decision on the grievance.

Step 4. If the Union is not satisfied with the decision of the Town Manager, then the Union may file a request with the American Arbitration Association or the Maine Board of Arbitration and Conciliation for arbitration of the grievance within ten (10) working days from its receipt of the Town Manager's written decision. At the same time that a request for arbitration is filed, the Union shall also provide the Town Manager with a copy of the request. The decision of the arbitrator is final and binding upon the parties, and the arbitrator will be requested to issue his/her written decision within thirty (30) days of the conclusion of testimony and final arguments.

Section 2. Expenses for the arbitrator's services and for the proceedings are borne equally by the Town and the Union. Each party is responsible, however, for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause a record to be made, providing it pays for the record and makes a copy available without charge to the other party.

Section 3. The arbitrator has no authority to add to, subtract from, change, or modify any provision of this agreement, but is limited solely to the interpretation and application of the specific provisions contained herein.

Section 4.

- A. An employee has the right to represent himself herself at all steps in the grievance procedure short of arbitration.
- B. Union has the right to be present at any grievance step meeting and receive copies of written determinations, if any, at all steps. No resolution of a grievance may be inconsistent with the provisions of this Agreement.
- C. Any grievance involving two or more employees may be initiated and processed jointly, as long as said written grievance indicates and is signed by the employees involved.
- D. The Town Manager and Union may mutually agree, when circumstances warrant, to bypass

steps of the grievance procedure.

- E. The Town Manager and Union may mutually agree to extend any of the time limits prescribed herein.
- F. The employee and/or his/her representative have the right to inspect and to obtain copies of any books, records, or documents directly related to the grievance that are in the Town's possession, except that access to said books, records, and documents is limited by the requirement of confidentiality statutes.
- G. A grievant and any employee witness will not suffer any loss of pay as a result of participation in the processing of a grievance during such employees' regular working hours.
- H. All documents, communications, and records dealing with the processing of a grievance must be filed separately from the personnel files of the participants until such time as the grievance is resolved by the parties.

ARTICLE 10 - DISCIPLINE

Section 1. Except for probationary employees, no employee may be discharged, suspended, demoted or otherwise disciplined by the Town except for just cause.

Section 2. The Town agrees to abide by the principles of progressive discipline; however, there may be instances which may warrant taking other disciplinary actions, which may not follow the progressive discipline steps.

Section 3. Any discharged employee must be paid in full for all wages owed him/her by the Town, including earned vacation and compensatory time, if any, in the week following the date of discharge.

Section 4. All warning notices given to an employee must be placed in the employee's personnel folder and remain in the employee's personnel folder for a period of nine (9) months.

ARTICLE 11 - SENIORITY

Section 1. A seniority list will be established for each applicable department, naming all the employees covered by this Agreement, with the employee in the department with the greatest seniority (years of continuous service) listed first. Seniority is based upon the employee's last date of hire. Seniority, for the purpose of this Agreement means, length of continuous service only, and will be a factor in all matters affecting layoff, recall and vacation preference, for each applicable department.

Section 2. In the event it becomes necessary for the Town to lay off employees for any reason, employees are laid off in the inverse order of their seniority. All affected employees receive a thirty (30) day advance notice of layoff, and the Town will meet with the affected employees prior to the actual occurrence of layoff.

Section 3. For a period of eighteen (18) months after layoff, employees will be recalled from layoff according to seniority by certified mail, to the employee's last known address. It is the responsibility of laid off employees to furnish any change of address in writing to the Employer for recall notices.

Section 4. The seniority list will be made available to the Union within thirty (30) days after the signing

of this Agreement and posted on the Union bulletin boards in employees' work area. Corrections to the seniority list will be made within thirty (30) days of such posting. After such thirty (30) day period, the seniority list is deemed correct. An updated list will be made each year on January 2. A copy of the list will be sent to the Union.

Section 5. An employee's seniority terminates under the following conditions:

- 1) If the employee quits, retires or is justifiably discharged.
- 2) If, following a layoff, the employee fails or refuses to notify the Town of his/her intention to return to work within seven (7) calendar days after a written notice recall is sent by certified mail to his/her last address on file with the Town; unless, however, the employee has previously notified the Town Manager or his/her designated representative in writing that he/she will be on vacation and will not be able to be reached at a specific location, in which case he/she is not subject to recall until he/she has notified the Town Manager or his/her designated representative of an address at which he/she can be reached; or, having notified the Town of his/her intention to return to work, fails to do so on the day on which he/she is scheduled to report.
- 3) If the employee accepts full-time employment elsewhere while on leave of absence, unless he/she has prior written approval for such employment from the Town Manager, or does not return to work immediately following the expiration of a leave of absence.
- 4) When the employee has been laid off for a continuous period of time in excess of eighteen (18) consecutive months.

Section 6. Vacancies in the bargaining unit positions will be posted at appropriate locations for seven (7) business days in order that employees have an opportunity to apply for vacant jobs. If an employee is not given an opportunity for an interview for the vacant job, then upon written request, the employee must receive a verbal explanation by their Department Head or the Human Resources Manager as to why they were not interviewed. Job descriptions will be available at the time of the posting.

ARTICLE 12- WAGES

Section 1. The Town agrees to pay the Unit members the wages listed below:

July 1, 2017 (2% increase included)

Position	Hourly Base Rate	Weekly Base Rate
Tax Assessor	\$36.25	\$1,450.01
Code Enforcement Officer	\$30.67	\$1,226.86
Deputy Treasurer/Tax Collector/Bookkeeper	\$27.56	\$1,102.47
Deputy Town Clerk	\$21.68	\$867.00
Assistant Director Recreation	\$25.87	\$1,034.69
Building Maintenance Supervisor	\$23.54	\$941.60

Position	Pay Frequency	Start	12 Mos.	24 Mos.	36 Mos.	60 Mos.	120 Mos.
Highway Foreman	Hourly	\$27.66	\$27.66	\$28.34	\$28.34	\$29.02	\$29.69

July 1, 2018 (2.25% increase included)

Position	Hourly Base Rate	Weekly Base Rate
Tax Assessor	\$37.07	\$1,482.64
Code Enforcement Officer	\$31.36	\$1,254.46
Deputy Treasurer/Tax Collector/Bookkeeper	\$28.18	\$1,127.27
Deputy Town Clerk	\$22.16	\$886.51
Assistant Director Recreation	\$26.45	\$1,057.97
Building Maintenance Supervisor	\$24.07	\$962.79

Position	Pay Frequency	Start	12 Mos.	24 Mos.	36 Mos.	60 Mos.	120 Mos.
Highway Foreman	Hourly	\$28.28	\$28.28	\$28.97	\$28.97	\$29.67	\$30.36

July 1, 2019 (2.25% increase included)

Position	Hourly Base Rate	Weekly Base Rate
Tax Assessor	\$37.90	\$1,516.00
Code Enforcement Officer	\$32.07	\$1,282.69
Deputy Treasurer/Tax Collector/Bookkeeper	\$28.82	\$1,152.64
Deputy Town Clerk	\$22.66	\$906.45
Assistant Director Recreation	\$27.04	\$1,081.77
Building Maintenance Supervisor	\$24.61	\$984.45

Position	Pay Frequency	Start	12 Mos.	24 Mos.	36 Mos.	60 Mos.	120 Mos.
Highway Foreman	Hourly	\$28.92	\$28.92	\$29.63	\$29.63	\$30.34	\$31.04

Section 2. The wages listed in Section 1 are base amounts that do not include additional payments for longevity.

Section 3. In the event any new rates or job titles are added- to any unit, the Town shall negotiate wages with the Union.

Section 4. Longevity is paid as follows:

- A. Two (2%) percent after four (4) years of service.
- B. Four (4%) percent after eight (8) years of service.
- C. Six (6%) percent after twelve (12) years of service.
- D. Eight (8%) percent after sixteen (16) years of service.
- E. Ten (10%) percent after twenty (20) years of service.
- F. Twelve (12%) percent after twenty-four (24) years of service.
- G. Fourteen (14%) percent after twenty-eight (28) years of service.

Section 5. After completing the required years of continuous service, an employee's longevity payment is computed annually on his/her anniversary date, and based upon his/her base annual salary. If an employee receives a salary increase in base salary, longevity is computed using his/her new annual base salary.

Section 6. New employees who have prior experience and the required certifications in a similar position may be granted a lateral transfer upon the request of the Town Manager. The Town Manager may elect to start the new employee with up to 4% longevity and up to 15 days' vacation.

Section 7. During the effective period of this Agreement, the annual salaries of employees are paid weekly on Thursday through mandatory direct deposit to an approved financial institution.

Section 8. The Highway Foreman will receive twenty dollars (\$20) bonus for each winter-related call-in during the previous November 15-April 15. Payment will be made the last payroll period in April.

Section 9. If an employee is required to perform the duties of a higher-ranking position, to fill in for an absence in excess of two (2) consecutive weeks, the employee will receive the base pay rate of the position for the period of time they are performing the duties.

ARTICLE 13 - PROBATIONARY PERIOD

Section 1. The purpose of the probationary period is to provide an opportunity for the Town to determine whether or not an employee has the abilities and attributes that will qualify him/her for regular employee status, provided, however, that employees hired prior to the effective date of this Agreement are subject to the probationary period in effect at the time of their hiring. During this probationary period, an employee may be laid off or terminated based upon the sole discretion of the Town and without regard to his/her length of service.

Section 2. Probationary periods for the positions covered under this Agreement are for one (1) year from date of hire.

Section 3. An employee is retained beyond the end of his/her probationary period only if his/her Department Head and the Town Manager affirm in their written evaluation of the employee that his/her services have been found to be satisfactory.

Section 4. All employees retained after said probationary period are placed on the seniority list as regular employees.

ARTICLE 14 - RETIREMENT

Section 1. Employees are entitled to participate in the Maine Public Employees Retirement System (MainePERS) in accordance with the requirements of the Maine Public

Employees Retirement System. Participation in the Maine Public Employees Retirement System is voluntary on the part of each employee covered by this agreement.

Employees currently participating in MainePERS may on a voluntary basis participate in the ICMA-RC in accordance with the Kittery Administrative Code, Chapter 2.20.160 L. 1 & 2. There is no employer match for voluntary participation in the ICMA plan.

Section 2. Effective July 1, 2001, the Town agreed to expand the coverage of the ICMA- RC 457 plan currently in effect. This plan is available for current employees who are not enrolled in the Maine Public

Employees Retirement System and any newly hired employee who wishes to enroll in the ICMA plan instead of the MainePERS plan. The Town will match the employee's contribution into the 457 plan, up to a maximum Town contribution of six percent (6%). The Town will make a contribution to either MainePERS or the JCMA plan, but not both.

ARTICLE 15 - UNION SECURITY

Membership in the Union is not compulsory. Employees have the right to join, not to join, maintain or drop their membership in the Local Union as they see fit. Neither party may exert any pressure on, or discriminate against, any employee in regard to such matters. 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 16 - DEDUCTION OF UNION DUES

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

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

ARTICLE 17 - UNION ACTIVITIES

Any employee, who is a member of the Union and who acts in any official capacity whatsoever on behalf of the Union, will not be discriminated against for his/her acts as a member of the Union so long as such acts do not interfere with the conduct of the Employer's business and are in conformance with the requirements of this Agreement, nor will there be any discrimination against any employee, by the Town or the Union, due to his/her membership in the Union and activities on behalf of the Union, or as a result of his/her lack of membership in the Union or lack of participation in the Union's activities.

ARTICLE 18 - IDENTIFICATION FEES

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

Employer.

ARTICLE 19 - SEPARABILITY AND SAVINGS CLAUSE

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

ARTICLE 20 - NON-DISCRIMINATION

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

ARTICLE 21 – HOLIDAYS

Section 1. The following holidays are paid holidays for all employees covered by this agreement:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Patriot's Day	Thanksgiving Day
Memorial Day	Christmas
Independence Day	

Section 2. If an observed holiday occurs during the work week in which an employee is actually on scheduled vacation, the employee will not be charged with a vacation day for the observed holiday.

Section 3. Any holiday falling on Friday will be observed on the preceding Thursday, any holiday falling on Sunday will be observed on the following Monday, and any holiday falling on Saturday will be converted to a personal day for those who work Monday through Thursday. The converted personal day must be used in accordance with Section 4 of this article.

Section 4. With the approval of the Department Head, employees are eligible to take two personal days per year. After five years of completed continuous service, employees are eligible to take one additional personal day. The personal days must be taken during the year earned and will not be allowed to be carried over. Personal days may be taken in full hour increments. All employees with "banked" personal days are grandfathered and such time will not be forfeited.

ARTICLE 22- HOLIDAY PAY

Section 1. In the event an employee, who is entitled to overtime pay, is ordered in to work works any recognized legal holiday, as listed in this Agreement, he/she receives his/her regular holiday pay based upon the normal work day of ten (10) hours (for all employees except for the Highway Foreman) or eight (8) hours for the Highway Foreman, at his/her normal straight-time rate of pay, plus overtime for actual hours worked, at the rate of one and one-half (1 1/2) times his/her normal straight-time rate of pay, but the receipt of said overtime pay is

contingent upon his/her meeting the following conditions:

- 1) The employee will be on authorized paid status the days immediately preceding and following said holiday.
- 2) The employee will have accumulated forty (40) hours during the pay period in which the holiday occurs.

An employee, not working the recognized legal holiday, receives his/her normal, straight-time rate of pay for said day based upon the normal work day often (10) hours or eight hours for the Highway Foreman, provided the employee is in an authorized paid status the days immediately preceding and following said holiday.

Section 2. An employee may elect to take another day off with pay, in lieu of receiving additional holiday pay, at a mutually agreed upon time, provided that the Town may impose reasonable limitations upon any such election arising out of manpower and workload requirements of the Town and the availability of qualified, replacement personnel.

ARTICLE 23 - INSURANCE

Section 1. The Town shall contribute to the Northern New England Benefit Trust Health and Welfare Fund ("NNEBT") or its actuarial equivalent (equivalency is subject to mutual agreement) eighty-five (85%) percent of the total premium for family, two person or single coverage per month, payable at the office of NNEBT monthly on the fifth day of the month following the month in which due. The employees shall contribute the remaining fifteen (15%) percent each month through weekly payroll deductions. In years 2 and 3 of this Agreement, any premium increases from Northern New England Benefit Trust of more than two (2%) percent shall be shared equally between the Town and the employee. (Example: 3% increase to the policy would result in 2% being affected by the 85/.15, 1% is split equally). The above listed Town contribution represents the Town's maximum percentage payment and the employee's maximum percentage payment is twenty (20%) percent. The Town is responsible for remitting the employer and employee shares of the premium on a monthly basis to the Trust. In addition, Northern New England Benefit Trust shall endeavor to offer multiple plan designs for the employees' option within the term of this agreement.

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

The Town agrees that its Agreement hereunder constitutes an obligation for the sums herein provided directly to 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 regulation from time to time promulgated by the Trustees thereto.

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

Section 2. The Town shall provide Workers' Compensation coverage as required by State Statute. The Town agrees to pay its share, plus the employee's share, of Maine Public Retirement System (MainePERS) for as long as the employee remains out of work due to the work-related injury/illness. If an employee returns to work on a partial basis, the employer's share of MainePERS is prorated. If the injury or illness qualifies as FMLA, the employee will be notified they are being placed on FMLA. Employees may use their accrued earned time to offset the difference between their workers' compensation benefit and their weekly wage in order to make themselves whole. This includes any waiting period that may exist under the Maine Workers' Compensation Statute.

Section 3. Disability/Life/Accidental Death and Dismemberment Insurance: Disability, life, and accidental death and dismemberment insurance shall be provided by the Town for all full-time employees. The

Town shall assume the cost for all full-time employees. Primarily, the plan will provide for fifty-two (52) weeks of benefits commencing on the thirty-first (31st) day following an accident or sickness. The life insurance benefit equals the employee's annual salary rounded to the next highest \$1,000.00.

Section 4. The Town will pay the monthly health insurance premium for the single person level of coverage for any unit member who retires from the Town of Kittery after having worked for the Town of Kittery for a minimum of fifteen (15) years and having met the age and/or years of service requirements contained in the MainePERS policy currently in effect for that particular employee. Should the retiree choose to elevate the health insurance coverage level to a two-person coverage plan or family coverage plan, the retiree will be responsible for any additional premiums owed to the insurance provider. The additional payments shall be made to the Town on a monthly basis. The Town will forward all required payments to the insurance carrier on behalf of the retiree. Upon reaching the age of eligibility for Medicare, the employee's health insurance plan will be converted to the Medex 2 supplement plan through Northern New England Benefit Trust (NNEBT), or a comparable plan. The Town shall contribute seventy (70%) percent of the total premium for the Medex 2 supplement plan through Northern New England Benefit Trust (NNEBT), or a comparable plan. Any additional premiums required for spousal conversion to a companion plan are the responsibility of the retiree.

In the event that it becomes necessary to change insurance providers, the Town will ensure that there is no lapse of coverage of the retiree and that the new coverage level will be comparable to the existing level of coverage.

The fifteen-year minimum service requirement applies only to any employee hired after May 1,2004.

Section 5. The Town agrees to provide the employees with the opportunity to participate in a Flexible Spending Account (FSA) under Section 125 of the IRS rules, which will include the employee paid portion of the qualified insurance programs. The Town will contract with a professional firm to provide administration for the FSA. Employees may choose to enroll in the debit card program; however, employees will be responsible for the debit card's annual fee.

ARTICLE 24 - SOCIAL SECURITY

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

ARTICLE 25 - TRAVEL

The Town agrees that employees furnishing their own vehicles for transportation directly related to their work will be paid mileage at current mileage reimbursement rate established by the IRS. To be eligible for such payments, an employee must use his/her personal vehicle while on the job.

ARTICLE 26 - BULLETIN BOARDS

Section 1. The Town shall make available bulletin board space for the use of the Union at each work location where bulletin boards are presently provided for the purpose of posting bulletins, notices, and other materials. The posting of any Union materials is restricted to such bulletin board space only, except that, in each work location where bulletin board space is not provided for the Union, the Town shall designate an appropriate alternative space where such materials may be posted.

Section 2. In no instance may the Union post any material that is profane, obscene, or defamatory to the

Town, its representatives, or any individual, or which constitutes campaign material between competing employee organizations, if it is determined that the posting of such material would violate any obligation of the Town for neutrality. Union is solely responsible for the accuracy and ethical standards of any material posted pursuant to this article.

Section 3. The Town reserves the right, upon consultation with the Union, to remove any materials that do not relate to Union business or which are in violation of this article.

Section 4. All posted Union materials shall be signed by an authorized representative of the Union.

ARTICLE 27 - SEPARATION OF EMPLOYMENT

Upon separation of employment and prior retirement, the Employer shall pay the employee full face value of all accrued vacation, holiday, and compensatory time on the payday in the week following such separation.

ARTICLE 28 - RESERVE SERVICE LEAVE

Section 1. Leaves of absence are granted to employees who are active in the National Guard, or a branch of the Armed Forces Reserve, for the purpose of fulfilling their training obligations and/or responding to any civil disorder. Written notification for leaves of absence for such purposes will be made to the Town Manager as soon as possible after the employee's receipt of orders.

Section 2. If an employee is granted a leave of absence for the purposes herein set forth and if his/her daily rate of compensation for such government service is less than the gross daily rate that he/she would have earned had he/she been providing service to the Employer, then the Town shall pay the employee the difference between the pay rates.

Section 3. The employee utilizing reserve leave shall furnish the Town with an official statement of reserve service pay received and reserve service time served.

Section 4. For the purpose of this section, the phrase "daily rate of compensation" is defined as the employee's normal, daily straight-time rate of pay, and does not include overtime or call-in time.

ARTICLE 29 - MILITARY LEAVE

The Town agrees to provide all benefits as required by the Selective Service and Training Act and any other applicable laws then in effect.

ARTICLE 30 - LEAVE WITHOUT PAY

Section 1. An administrative or special leave may be granted to an employee, with approval by the Town Manager, for the purpose of settling the estate of a member of the immediate family, for educational purposes when such education will foster a systematic

improvement of the knowledge and/or skills required in the performance of his/her work, for illness or injury when such leave extends beyond the employee's earned sick leave days, and for other reasons that may be beneficial to the employee and the Town.

Section 2. All such leave will be without pay, not disrupt the normal operations of the employee's

department, and be specific as to its duration, with seventy-five (75) calendar days being the maximum duration. Any leave which falls under FMLA will be subject to the Town of Kittery's FMLA policy.

Section 3. The employee is expected to return to work upon the expiration of an approved leave or to arrange for an extension of the leave with the Town Manager prior to its expiration. Failure on the employee's part to return to work upon the expiration of an approved leave without having made prior arrangements for an extension of said leave is deemed a resignation from Town employment.

Section 4. An application for leave without pay must be in writing and must specifically state the reasons for such application and the length of time requested. Should the reason be for illness or injury, such request must be substantiated with a physician's statement, and the cost of such statement will be paid by the employee.

Section 5. All leave without pay is subject to the condition that the Town Manager may cancel the leave for just cause at any time upon prior written notice to the employee that specifies a reasonable date of termination of the leave and the reason for such cancellation.

Section 6. Upon application of an employee who has exhausted his/her paid sick leave time, a leave of absence without pay may be granted by the Town Manager for a period of disability, due to sickness or injury, the first time that a request is made for the same illness. The Town Manager may, from time to time, require that the employee submit a certificate from the attending physician certifying the need for continued leave. In the event of a failure or a refusal to supply such a certificate, the Town Manager may cancel such leave and require the employee to report for work on a specified date. Should the employee fail to report as required, his/her employment may be terminated.

Section 7. An employee is eligible to request an unpaid leave without pay upon the completion of one (1) year of continuous employment.

Section 8. Time spent on leave of absence is not credited toward vacation leave and sick leave, and an employee on said leave of absence without pay is not eligible for holiday pay. An employee on leave of absence without pay will have to pay for his/her/er own health insurance premiums and any other benefit deducted. from their regular paycheck.

ARTICLE 31 - SICK LEAVE

Section 1. Sick leave is accumulated at the rate of one (1) day per month to a maximum of one hundred fifty (150); said accumulation could be applied to retirement, as permitted by the Maine Public Employees Retirement System. The remaining days will be given as early retirement. At the end of the calendar year (December 31), all sick leave over one hundred fifty (150) days will be given back and the Town will pay fifty (50%) percent of the face value, at the employee's normal rate of pay for the days that were given back. All employees with "banked" sick days are grandfathered and such time will not be forfeited. There will be no sick leave buy back for employees hired after July 1, 2014. A day for each employee will be consistent with Article 4 Section 2.

Section 2. Employees, who retire or resign from the Town (after a minimum often [10] years of continuous service) and who have accrued vacation and sick leave time to their credit at the time of such resignation or retirement, are paid the wages equivalent to the vacation and sick leave. Sick leave payments are made only when separation is in good standing. There will be no sick leave buy back for employees hired after July 1, 2014.

Section 3. Qualified employees are eligible for paid, sick leave from and to the extent of their unused, accumulated, paid, sick leave credits in the following situations:

- A. When it is established to the Town's satisfaction that the employee is incapacitated and cannot safely perform the employee's duties due to sickness, pregnancy, or injury.
- B. When it is established that, due to exposure to a contagious disease, the health of others would be affected by attendance at work. A physician's statement recommending absence from work is required.
- C. When it is established that an illness exists in the immediate family of the employee, and then for such periods as the attendance of the employee is necessary. The term immediate family is defined as including spouse, domestic partner, children, grandchildren, parents, mother-in-law, father-in-law, domiciled with the employee. In addition, immediate family also includes other relatives domiciled with the employee.
- D. Employees will be allowed to utilize up to forty (40) hours of sick time to care for their spouse, parents or children who are not domiciled with the employee.

Section 4. If an employee is absent for more than three (3) consecutive days, or in cases of suspected abuse, the Employer may require medical proof for said sick leave, in which case the employee involved may be required to provide a written statement from his/her physician certifying the necessity for said absence, and the ability of the employee to return to work and perform the required functions of the employee's duties. Should the Employer require a medical statement, the Employer shall pay the portion of the cost for the visit which is not covered by medical insurance.

Section 5. In order to qualify for sick leave payments, an employee must notify his/her Department Head, or, in the Department Head's absence, the Department Head's designee, not later than the employee's normal starting time, on the first day of the absence. In addition to the above, the employee, if absent three (3) or more consecutive days, is required to provide a physician's statement, and will notify his/her department head when his/her physician has cleared him to return to work. An employee is required to provide at least 30 days' notice, whenever such leave is foreseeable.

Section 6. No employee will be reimbursed for outstanding sick leave if the employee is discharged by the Town. Nothing in this section impairs the parties or an arbitrator in crafting a settlement arrangement following a grievance.

Section 7. Whenever sick leave payments are made under this article, the amount of such payments/hours will be deducted from the employee's unused, accumulated sick leave.

Section 8. In the event the employee is temporarily disabled to the extent that the employee is unable to perform all of the duties and functions normally required of the employee, the Town Manager, in his/her judgment, may approve the employee returning to work on a limited duty basis. It is understood and agreed that the Town Manager has the sole and complete discretion and authority to determine the number of employees who may be allowed to work on a limited duty basis, if any, and the duration thereof.

Section 9. Falsification of evidence in substantiating sick leave is cause for disciplinary action.

Section 10. In the event of death of an employee with more than ten (10) years of service, the Town shall pay to the employee one hundred percent (100%) of the employee's accumulated unused sick leave. There will be no sick leave pay out for employees hired after July 1, 20J 4.

ARTICLE 32 - BEREAVEMENT LEAVE

Section 1. An employee may be excused from work for up to five (5) days of work, due to a death in his/her immediate family, without loss of pay or other benefits. The term "immediate family" means spouse, domestic partner, parents, step-parents, children, step- children, brother, sister, mother-in-law, and father-in-law. Up to three (3) days of leave may be granted for the death of other relatives, upon approval of the Town Manager.

Section 2. During this absence, an employee will be paid at his/her regular base rate of pay for the scheduled hours of work missed. Not more than eight (8) per day may be paid under this article. It is intended that this time be utilized for the purpose of handling necessary arrangements for and attendance at the funeral.

Section 3. An employee, wishing to utilize bereavement leave, shall notify the Department Head or the Town Manager by e-mail or phone call and will indicate the number of days requested and the reason for said request.

Section 4. In the event of an employee's death, representative employees, determined mutually by the Town Manager and the Union, may utilize leave without pay for the purpose of attending the funeral.

ARTICLE 33 – VACATION

Section 1.

A. Town employees will not receive extra pay in lieu of utilizing vacation leave.

The vacation calendar for all Town employees is from January 1st to December 31st. A maximum of forty (40) hours of vacation may be saved from one year to the next.

Section 2. Entitlement to vacations under this article is determined as of the employee's anniversary date of each year.

- A. Employees will receive forty (40) hours of vacation upon completion of six months of continuous service, and an additional forty (40) hours of vacation upon completion of one (1) year of continuous service.
- B. Employees who have completed more than one (1) year of currently continuous service, but less than five (5) years, will receive eighty (80) hours of annual vacation leave.
- C. Employees who have completed five (5) years of currently continuous service, but less than ten (10) years, receive one hundred twenty (120) hours of annual vacation leave.
- D. Employees who have completed ten (10) years of currently continuous service, but less than fifteen (15) years receive one hundred sixty (160) hours of annual vacation leave.
- E. Employees who have completed fifteen (15) years or more of currently continuous service, but less than twenty (20) years receive one hundred ninety (190) hours of annual vacation leave.
- F. Employees who have completed twenty (20) years or more of currently continuous service, receive two hundred (200 hours) hours of annual vacation leave.

Section 3. In the event that an employee covered under this Agreement dies during the term of this Agreement, his/her accrued vacation credits, if any, will be paid by the Town, in equivalent wages, to the employee.

Section 4. In the event of the dismissal of an employee for cause, or if an employee voluntarily leaves, or retires from his/her employment, said employee is entitled to vacation pay for all unused vacation earned.

Section 5.

- A. A day of vacation pay will be consistent with Article 4 and Section 2.
- B. The Employer shall determine the number of employees who can be assigned for vacation purposes at any one time, provided, however, that any such determination will be based upon the anticipated manpower and work load requirements of the Town.
- C. A seniority list will be posted not later than January 15th of each calendar year, and all employees shall indicate, prior to April 15th of that calendar year, the dates on/during which they desire to take their eligible vacation leave. In the event that two (2) or more employees desire the same vacation date(s) and, if it is determined by the Town Manager that both employees cannot be assigned for vacation purposes, 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 Town Manager and posted 110 later than May 15th of any calendar year.

Section 6. In the event that an employee does not select a vacation period prior to April 15th, he is permitted to select a vacation period from the available remaining dates. If two or more employees have failed to make selections by April 15th, their selections are made on a first come, first served basis.

Section 7. The Town will make every effort to see that employees, who have scheduled their vacation time, receive it when scheduled; but due to unforeseen required work or other emergency situations, if the employee is unable to take his/her vacation during the assigned period, the Town Manager shall make every effort to reschedule a vacation period convenient and agreeable to the employee and the Town in the calendar year in which the employee's vacation period was assigned.

Section 8. A newly hired employee becomes eligible to utilize accrued vacation leave upon the successful completion of six (6) months of continuous employment. Employment begins on an employee's first full day on the job, and time on layoff, suspension, or leave without pay is not counted in determining the date of completion of a full month or a full year of employment.

ARTICLE 34 - USE OF FACILITIES

Section 1. The Town shall provide to the Union use of appropriate rooms for meetings of employees and representatives of Union, provided that the following conditions are met:

- A. Rooms must be reserved in advance.
- B. Such meetings must be held during non-working hours.
- C. Meetings of regular Town Boards, commissions, and committees receive preference in the scheduling of the use of rooms.

Section 2. The business agent, stewards, and secretary of the Unit are permitted to use, in conjunction with their Union duties, Town telephones to which they normally have access for non-toll or toll-free calls.

Section 3. The Town shall provide all members of the Unit with one (1) free annual pass to Fort Foster.

ARTICLE 35 - EMPLOYEE DEVELOPMENT AND TRAINING

Section 1. To the extent made possible through the annual allocation of budgeted funds, the Town will attempt to provide funding for training that is directly related to the duties of an employee's job.

Section 2. An employee wishing to attend a training course or seminar shall make a written request to the Town Manager to do so, and said written request will include, at a minimum, the date, time and length of the training; the location of the training; the tuition/registration cost and other costs associated with attendance; the reason(s) that said training would prove beneficial to the Town and to the employee.

Section 3. Complete and final authority rests with the Town Manager to review, and upon completion of said review, to approve or deny said requests for training.

ARTICLE 36 - PROTECTION OF EMPLOYEES

Section 1. No employee will suffer a reduction in existing salary for a period of one (1) year as a result of reclassification or reallocation of his/her position.

Section 2. It is agreed that all employees will have clean, dry, heated areas, as now exist, in which to eat their lunches.

Section 3. Absence for the purpose of attending court as a witness on behalf of the Town, or for jury duty, is not chargeable as leave and will not result in loss of pay. When called to perform these civic duties, the employee will promptly notify the Employer and submit a copy of the official summons for jury duty or witness service as far in advance as possible prior to the beginning of such service. Upon completion of such service, the employee will present to the Employer written evidence of the time served on such duties. The employee will turn over to the Town any jury fee, but will keep any travel pay.

Section 4. The Town shall pay the reasonable cost of the repair or replacement of an employee's clothing that is damaged or destroyed while working. Payment will not be made for the repair or replacement of the above items if due to negligence on the employee's part.

ARTICLE 37 - PERSONNEL FILES

Section 1. Upon request to the Human Resources Manager, an employee is permitted, at any reasonable time during normal working hours, to review the materials in his/her personnel file. He/she is allowed to have placed in such file a response to anything contained therein that he/she considers to be adverse.

Section 2. Upon request to the Human Resources Manager, an employee will be provided with an initial copy of any or all materials in his/her personnel file. Should a subsequent request be made for a copy of the same materials, an employee will be charged the current cost per page for copying materials for the general public.

Section 3. Copies of all materials to be placed in an employee's personnel file will be given to such

employee simultaneously with placement in the personnel file.

ARTICLE 38 - LEAVE WITH PAY FOR NEGOTIATIONS

One Unit member designated by the Union is granted administrative leave with pay to that individual Town employee so designated by the Union to participate in the collective bargaining meeting(s), mediation proceedings, fact-finding, and/or arbitration proceedings. The Union shall give a twenty-four (24) hour notice to the Town's negotiator whenever a Town employee who is a bargaining unit member is required to attend any meetings.

ARTICLE 39 - MANAGEMENT RIGHTS

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

ARTICLE 40 - COPIES OF AGREEMENT

The Town shall have this agreement reproduced and shall furnish one copy to each member of the bargaining units with the Union as soon as practicable following final agreement by the parties upon the terms and conditions of this agreement.

ARTICLE 41 - CONCLUSION OF NEGOTIATIONS

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

ARTICLE 42 - 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 be automatically renewed from year to year thereafter unless either party notifies the other, in writing, at least one hundred and twenty (120) days prior of the anniversary date that it desires to modify this agreement. In the event that such notice is given, negotiations begin no later than sixty (60) days prior to the anniversary date. This agreement remains in full force and is effective during the period of negotiation and until notice of termination of this agreement is provided to the other party in the manner set forth in the following paragraph.

Section 2. In the event that either party desires to terminate this agreement, written notice of desire to cancel or terminate the agreement must be given to the other party not less than sixty (60) days prior to the desired termination date, which may not be before the anniversary date set forth in the preceding paragraph.

Section 3. In the event of an inadvertent failure by either party to give the notice set forth in Sections 1 and 2 of this Article, such party may give such notice at any time to the termination or automatic renewal of this agreement.

IN WITNESS WHEREOF, the parties hereto have set forth hands and seals this
_____ to be effective as of _____.

Town of Kittery

Teamsters Local Union No. 340
affiliated with the International Brotherhood of
Teamsters

AGREEMENT BETWEEN
TOWN OF KITTERY

And

TEAMSTERS LOCAL UNION NO. 340

affiliated with the International Brotherhood of Teamsters
TECHNICAL EMPLOYEES

EFFECTIVE: July 1, 2017
EXPIRATION: June 30, 2020

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This Agreement is entered into between the TOWN OF KITTEERY, MAINE, hereinafter referred to as the "TOWN" or "EMPLOYER," and TEAMSTERS LOCAL #340, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "UNION."

ARTICLE 1 - PREAMBLE

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

ARTICLE 2 - RECOGNITION

The Town recognizes the Union as the sole, exclusive bargaining agent for the purpose of negotiating salaries, wages, hours, and terms of employment for all eligible employees within the bargaining Unit, as provided in accordance with applicable state statutes: Waste Water Treatment Plant Maintenance Worker, Treatment Plant Operator Class I, Treatment Plant Operator Class II, Treatment Plant Operator Class III (Chief Operator), Laboratory Technician I and Laboratory Technician II.

ARTICLE 3 – CONTRACT ADMINISTRATION

Section 1. The Town and Union mutually acknowledge that problems can arise in the administration of a collective bargaining agreement. The Town and Union therefore agree that they shall meet periodically to confer with respect to personnel policy and practices and matters affecting working conditions. Such meetings will be held at a mutually acceptable time and date. Union representatives consist of the Business Agent and one other member, who represent all members of the Unit.

Section 2. Management will recognize the stewards and chief steward appointed by the Union. The number of stewards is one (1) per Unit. The Union shall supply the Town in writing, and shall maintain with the Town on a current basis, a complete list of all authorized stewards together with the location each is authorized to represent.

Section 3. The Employer agrees that reasonable time during working hours, without charge to leave, is to be made available to the Union's officers, stewards, and chief steward while engaged in official activities, in the interest of the efficient conduct of Town business and the economical use of Town time, and in order to draw a reasonable distinction between official and unofficial activities, those activities concerned with the internal management of the Union, membership meetings, solicitation of membership, campaigning for Union offices, and the conducting of election for Union offices will be conducted outside regular working hours.

Section 4. All officers, representatives, stewards, and employees will request permission from their supervisors when they wish to leave their assigned duties for official activities. The supervisor's permission will normally be granted. Permission will also be obtained from the supervisor of any employee being contacted. The officers and stewards will report to their supervisors when they return to their assigned duties. An employee may be excused from his/her job for a reasonable period of time, without charge to leave, to discuss an appropriate matter with an official of the Union.

ARTICLE 4 - HOURS OF WORK

Section 1. The administrative work week is the period of seven (7) consecutive calendar days used as a Unit in computing pay. It consists of the regularly scheduled work week and the regular days off. The work week will begin at 1530 hours on Friday and end at 1530 hours the following Friday.

Section 2. The basic forty (40) hour work week will consist of five (5) consecutive eight hour days, Monday through Friday.

Section 3. The Employer shall provide to the employees, reasonable time at the beginning of the lunch period and the end of the work day for clean-up of work area, performing personal hygiene, and putting away work tools and other Town equipment in their possession. No employee will be required to remain beyond the end of the work day for this purpose.

Section 4. The Town will provide for two (2) fifteen (15) minute breaks, one (1) in the morning and one (1) in the afternoon. Employees will also have a thirty (30) minute lunch that is uncompensated. Breaks may be combined or used to alter the start or end time of the work day, upon mutual agreement of the Department Head and the employee.

Section 5. Paid status consists of regular work, sick leave, vacation time, and when suspended with pay.

Section 6. Union members' scheduled working hours will not be changed to avoid the payment of overtime.

Section 7. Upon completion of a snow, ice or emergency event with a duration in excess of twenty-four (24) hours, all non-essential employees may be released, upon completion of their work duties, for the remainder of the regular work day schedule without penalty or use of paid-time off. Employees can be recalled if necessary for public safety. If recall occurs during the normal work schedule day, call back time (Article 5 Section 7) does not apply.

ARTICLE 5 - OVERTIME COMPENSATION

Section 1. Overtime work will be restricted to only those skill requirements essential to meet operational needs. The Employer agrees to an equitable distribution of overtime, on a rotational basis, within specific operating Units where overtime is required.

Section 2. The Town agrees to make every effort to give employees as much notice as possible when overtime is required.

Section 3. An employee has the right to refuse an overtime assignment, provided he/she has a legitimate reason and a qualified employee is available to take his/her place. If the Employer is unable to find a replacement, the employee will work the overtime. However, an employee would not be required to work overtime if the additional work would impair health or efficiency, or cause extreme hardship.

Section 4. The term "overtime compensation" is defined as time and one-half an employee's regular hourly base rate of pay and is paid for all approved time necessarily spent in an approved paid status in excess of forty (40) hours in any work week.

Section 5. Employees who are required to work more than forty (40) hours within a payroll week have the option of taking compensatory time in lieu of receiving overtime pay. Compensatory time must be taken at a time that is mutually agreeable to the Employer and the employee. Accrued compensatory time may not exceed a maximum of sixty (60) hours for each employee.

Section 6. Overtime pay is compensated at the rate of one and one-half (1 1/2) times the employee's regular straight time hourly rate of pay. For the purpose of computing overtime pay, any "paid status" counts as hours worked.

Section 7. An employee called back to work will receive a minimum of four (4) hours pay at one and one-half (1 1/2) times the normal rate of pay for the work for which he/she is called back. In the event that the employee called back works in excess of four (4) hours, said hours will be paid at one and one-half (1 1/2) times the normal rate. This section applies to an ordered-in situation and not to scheduled overtime.

Section 8. An employee must indicate to the Employer during the work week in which the overtime is earned whether or not he/she wishes to receive overtime pay for said overtime or wishes to take compensatory time in lieu of receiving overtime pay.

Section 9. Time for clean-up continues to be allowed prior to the end of an overtime shift in the same manner as provided in Article 4, Section 3.

Section 10. The Employer agrees to make available pertinent records of overtime to the Union, upon its request, for the resolution of employees' complaints.

ARTICLE 6 - CLOTHING ALLOWANCE

Section 1. The Town shall provide the following: Eleven (11) changes of clothing (shirts and pants), two (2) jackets, one (1) safety jacket and one (1) vest and one (1) pair of coveralls.

Section 2. A yearly allowance in an amount of one hundred and seventy-five (\$175) dollars per contract year will be credited to each employee in an account maintained by the Town for the purchase of safety-toed, chemical resistant footwear in full compliance with American National Standards (ANSI) Z41-1991.

If said footwear becomes damaged or contaminated due to contact with chemicals or substances associated with working for the technical unit, the boots will be replaced, at the Town's expense within one (1) business day or as soon as is practicable. The Superintendent of Sewer will determine if the boots meet the aforementioned requirement vs. wear and tear or intentional damage.

ARTICLE 7 - SAFE WORK PRACTICES AND EQUIPMENT

Section 1. The Town and the Union recognize the Employer's responsibility to provide a safe work place.

Section 2. The Town and the Union recognize the responsibility of each employee to work in a safe manner and to follow safety rules and requirements when operating the Employer's equipment and when on the Employer's premises.

Section 3. The Town and the Union will cooperate in efforts to provide and maintain safe working conditions and to ensure that employees work in a safe manner.

Section 4. The Employer may not require employees to take out any vehicle on any street or highway, or use and operate any equipment that is not in safe operating condition.

Section 5. The Employer may not require any employee to work in a hazardous area, or with or around any hazardous materials, unless proper safety equipment and clothing are provided.

ARTICLE 8 - STRIKES AND LOCKOUTS

Section 1. All disputes between the parties to this Agreement must be settled in accordance with the grievance procedure set forth in this Agreement.

Section 2. There will be no strikes, slowdowns, cessation of work, and/or interference with the operations or regular work of the Employer by employees during the term of this Agreement, and there will be no lockouts by the Employer during the term of this Agreement.

Section 3. Employees participating in any of the acts indicated above may be subject to disciplinary action.

ARTICLE 9 - GRIEVANCE PROCEDURE

Section 1. A grievance is hereby defined as any controversy, dispute, complaint, or misunderstanding that may arise involving the interpretation or application of a specific article or section of this Agreement. Any grievance arising between the Town, the Union, or an employee represented by the Union must be settled in the following manner:

Step 1. The employee and/or his/her Union representative will discuss the grievance with his/her Supervisor within ten (10) working days from the occurrence of the event in an attempt to resolve the grievance.

Step 2. If the grievance is not successfully resolved at Step 1, the employee and/or his/her Union representative will take up the grievance with the employee's Department Head within five (5) working days after the discussion with the employee's immediate supervisor. Prior to the initiation of Step 2, all grievances will be reduced to writing by the employee, will specify the article and section of this Agreement at issue, and be signed by the employee. Any grievance not meeting the above requirements at Step 2 in the grievance procedure will be waived and/or dismissed. The Department Head shall render a decision on the grievance in writing within five (5) working days after his/her discussion with the employee and/or his/her representative.

Step 3. In the event that the grievance is not satisfactorily resolved at Step 2, the employee, the Union, or its representative may then take the written grievance up with the Town Manager, as long as this is done within five (5) working days from receipt of the Department Head's decision. At this step in the grievance the Union must identify the specific article of the contract which the Town has allegedly violated. The Town Manager shall, within ten (10) working days after his/her discussion with the employee and/or his/her representative, render a written decision on the grievance.

Step 4. If the Union is not satisfied with the decision of the Town Manager, then the Union may file a request with the Maine Board of Arbitration and Conciliation for arbitration of the grievance within ten (10) working days from its receipt of the Town Manager's written decision. At the same time that a request for arbitration is filed, the Union shall also provide the Town Manager with a copy of the request. The decision of the arbitrator is final and binding upon the parties, and the arbitrator will be requested to issue his/her written decision within thirty (30) days of the conclusion of testimony and final arguments.

Section 2. Expenses for the arbitrator's services and for the proceedings shall be borne equally by the Town and the Union. Each party is responsible, however, for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause a record to be made, providing it pays for the record and makes a copy available without charge to the other party.

Section 3. The arbitrator has no authority to add to, subtract from, change, or modify any provision of this Agreement, but is limited solely to the interpretation and application of the specific provisions

contained herein.

Section 4.

- A. An employee has the right to represent himself/herself at all steps in the grievance procedure short of arbitration.
- B. Union has the right to be present at any grievance step meeting and receive copies of written determinations, if any, at all steps. No resolution of a grievance may be inconsistent with the provisions of this Agreement.
- C. Any grievance involving two or more employees may be initiated and processed jointly, as long as said written grievance indicates and is signed by the employees involved.
- D. The Town Manager and Union may mutually agree, when circumstances warrant, to bypass steps of the grievance procedure.
- E. The Town Manager and Union may mutually agree to extend any of the time limits prescribed herein.
- F. The employee and/or his/her representative have the right to inspect and to obtain copies of any books, records, or documents directly related to the grievance that are in the Town's possession, except that access to said books, records, and documents is limited by the requirement of confidentiality statutes.
- G. A grievant and any employee witness will not suffer any loss of pay as a result of participation in the processing of a grievance during such employees' regular working hours.
- H. All documents, communications, and records dealing with the processing of a grievance must be filed separately from the personnel files of the participants until such time as the grievance is resolved by the parties.

ARTICLE 10 - DISCIPLINE

Section 1. Except for probationary employees, no employee may be discharged, suspended, demoted or otherwise disciplined by the Town except for just cause.

Section 2. The Town agrees to abide by the principles of progressive discipline. However, there may be instances which may warrant taking other disciplinary actions which may not follow the progressive discipline steps.

Section 3. Any discharged employee must be paid in full for all wages owed him/her by the Town, including earned vacation and compensatory time, if any, in the week following the date of discharge.

Section 4. All warning notices given to an employee must be placed in the employee's personnel folder and remain in the employee's personnel folder for a period of one (1) year.

ARTICLE 11 - SENIORITY

Section 1. A seniority list must be established naming all the employees covered by this Agreement,

with the employee with the greatest seniority (years of continuous service) listed first. Seniority is based upon the employee's last date of hire. Seniority, for the purpose of this Agreement, means length of continuous service only, and is a factor in all matters affecting layoff, recall and vacation preference, provided all other qualifications are equal.

Section 2. In the event it becomes necessary for the Town to lay off employees for any reason, employees in the impacted position category must be laid off in the inverse order of their seniority in the position. There will be two position categories based on licensing requirements, which are: Category 1: Treatment Plant Maintenance Worker, Treatment Plant Operator Class I & II, and Laboratory Technician. Category 2: Chief Operator. All affected employees must receive a two (2) calendar week advance notice of layoff and the Town must meet with the affected employees prior to the actual occurrence of layoff.

Section 3. For a period of eighteen (18) months after layoff, employees must be recalled from layoff according to seniority by certified mail, to the employee's last known address. It is the responsibility of laid off employees to furnish any change of address in writing to the Employer for recall notices.

Section 4. The seniority list must be made available to the Union within thirty (30) days after the signing of this Agreement and posted on the Union bulletin boards in employees' work area. Corrections to the seniority list will be made within thirty (30) days of such posting. After such thirty (30) day period, the seniority list is deemed correct. An updated list must be made each year on January 2 and a copy of the list shall be sent to the Union.

Section 5. An employee's seniority terminates under the following conditions:

- 1) If the employee quits, retires or is justifiably discharged.
- 2) If, following a layoff, the employee fails or refuses to notify the Town of his/her intention to return to work within seven (7) calendar days after a written notice recall is sent by certified mail to his/her last address on file with the Town; unless, however, the employee has previously notified the Town Manager or his/her designated representative in writing that he/she will be on vacation and will not be able to be reached at a specific location, in which case he/she is not subject to recall until he/she has notified the Town Manager or his/her designated representative of an address at which he/she can be reached; or, having notified the Town of his/her intention to return to work, fails to do so on the day on which he/she is scheduled to report.
- 3) If the employee accepts full-time employment elsewhere while on leave of absence, unless he/she has prior written approval for such employment from the Town Manager, or does not return to work immediately following the expiration of a leave of absence.
- 4) When the employee has been laid off for a continuous period of time in excess of eighteen (18) consecutive months.

ARTICLE 12 - WAGES

Section 1. The Town agrees to pay new members of the Technical Unit the base wages listed below and grandfathered employees the Grandfathered base wages list below.

(July 1, 2017 (2.0% increase))

Positions	Base Rate	Grandfathered
Treatment Plant Maintenance Worker	\$18.21	\$21.93
Treatment Plant Operator Class I	\$20.73	\$21.93
Treatment Plant Operator Class II	\$23.22	\$24.42
Chief Operator Class III	\$28.79	
Laboratory Technician I	\$20.16	
Laboratory Technician II	\$23.22	\$24.42

July 1, 2018 (2.25% increase)

Positions	Base Rate	Grandfathered
Treatment Plant Maintenance Worker	\$18.62	\$22.42
Treatment Plant Operator Class I	\$21.19	\$22.42
Treatment Plant Operator Class II	\$23.74	\$24.97
Chief Operator Class III	\$29.44	
Laboratory Technician I	\$20.61	
Laboratory Technician II	\$23.74	\$24.97

July 1, 2019 (2.25% increase)

Positions	Base Rate	Grandfathered
Treatment Plant Maintenance Worker	\$19.04	\$22.93
Treatment Plant Operator Class I	\$21.67	\$22.93
Treatment Plant Operator Class II	\$24.27	\$25.53
Chief Operator Class III	\$30.10	
Laboratory Technician I	\$21.07	
Laboratory Technician II	\$24.27	\$25.53

Grandfathered employees who make an internal transfer within the Sewer Department to a new position are paid at the base rate of the new position. After successful completion of a six (6) month training period, the employee will be paid the grandfathered rate. Grandfathered employees are::

Employee
Matthew Connolly
John Hill
Timothy Rowell
John Tuttle
Tyler Small
Eric Taylor

A Waste Water Treatment Plant Maintenance Worker with a Treatment Plant Operator license receives an additional twenty-five (25¢) cents per hour.

A Laboratory Technician I with a Class III Treatment Plant Operator license receives an additional twenty-five (25¢) cents per hour.

A Waste Water Treatment Plant Maintenance Worker with a Treatment Plant Operator license and two years of full time employment status receives the same base rate as an Operator Class I.

Section 2. The wages listed in Sections 1 are base amounts that do not include additional payments for longevity.

Section 3. Standby: The following standby compensation will apply to Technical Employees:

- A. One hour at time and one-half for each day of the week.
- B. Two hours at time and one-half for coming in on Saturday.
- C. Two hours at time and one-half for coming in on Sunday.
- D. Seven hours at time and one-half for holidays.

Section 4. In the event any new rates or job titles are added to any Unit, the Town will negotiate wages with the Union.

Section 5. Longevity is paid as follows:

- A. Two (2%) percent after four (4) years of service.
- B. Four (4%) percent after eight (8) years of service.
- C. Six (6%) percent after twelve (12) years of service.
- D. Eight (8%) percent after sixteen (16) years of service.
- E. Ten (10%) percent after twenty (20) years of service.
- F. Twelve (12%) percent after twenty-four (24) years of service.
- G. Fourteen (14%) percent after twenty-eight (28) years of service.

Section 6. After completing the required years of continuous service, an employee's longevity payment is computed annually on his/her anniversary date, and computation is based upon his/her base annual salary. If an employee receives a salary increase in base salary, longevity is computed using his/her new annual base salary.

Section 7. Upon successfully completing the requisite probationary period, the employee receives the rate established in the contract.

Section 8. 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.

ARTICLE 13 - PROBATIONARY PERIOD

Section 1. The purpose of the probationary period is to provide an opportunity for the Town to determine whether or not an employee has the abilities and attributes that will qualify him for regular employee status, provided, however, that employees hired prior to the effective date of this Agreement are subject to the probationary period in effect at the time of their hiring. During this probationary period, an employee may be laid off or terminated based upon the sole discretion of the Town and without regard to his/her length of service.

Section 2. The probationary period is nine (9) months from the date of hire for all other positions in existence at the time of the signing of this Agreement and covered by this Agreement.

Section 3. An employee may be retained beyond the end of his/her probationary period only if his/her Department Head and the Town Manager affirm in their written evaluation of the employee that his/her services have been found to be satisfactory.

Section 4. All employees retained after said probationary period are placed on the seniority list as regular employees.

Section 5. Employees on probation will be provided all of the benefits during probation attributed to a permanent full time regular employee, and the employee's probationary period will be included in calculating the retirement pension years of service.

ARTICLE 14 - RETIREMENT

Section 1. Employees are entitled to participate in the Maine Public Employees Retirement System (MainePERS) in accordance with the requirements of the Maine Public Employees Retirement System. Participation in the Maine Public Employees Retirement System is voluntary on the part of each employee covered by this Agreement. Employees currently participating in MainePERS may, on a voluntary basis, participate in the ICMA-RC in accordance with the Kittery Administrative Code, Chapter 2.20.1601.1&2. There is no employer match for voluntary participation in the ICMA Retirement Plan.

Section 2. Effective July 1, 2001, the Town agreed to expand the coverage of the ICMA- RC 457 plan currently in effect. This plan is available for current employees who are not enrolled in the Maine Public Employees Retirement System and any newly hired employee who wishes to enroll in the ICMA plan instead of the MainePERS plan. The Town will match the employee's contribution into the 457 plan, up to a maximum Town contribution of six percent (6%). The Town will make a contribution to either MainePERS or the ICMA plan, but not both.

ARTICLE 15 - UNION SECURITY

Membership in the Union is not compulsory. Employees have the right to join, not to join, maintain or drop their membership in the Local Union as they see fit.

Neither party may exert any pressure on, or discriminate against, any employee in regard to such matters. 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 16 - DEDUCTION OF UNION DUES

Section 1. The Town will deduct regular monthly dues and fees (on a weekly basis) upon receipt of signed authorization from members (a copy of which is to be retained by the Town) and a certified statement from the Secretary-Treasurer of the Union as to the amount for dues and fees. The Town will forward all such dues and fees collected to the Secretary-Treasurer of the Union by the 10th of the following month in which deductions were made. The Town will also deduct fair share fees from employees who fail to sign an authorization within the thirty (30) day time period in Article 15.

Section 2. The Union shall indemnify and save the Town harmless from any liability that may arise

out of the Town's reliance upon any payroll deduction authorization cards presented to the Town by the Union. Such indemnification applies to damages that are sustained as a result of procedural errors or due to reason of mistake of fact that was in the control of or the responsibility of the Union.

ARTICLE 17 - UNION ACTIVITIES

Any employee who is a member of the Union and who acts in any official capacity whatsoever on behalf of the Union will not be discriminated against for his/her acts as a member of the Union so long as such acts do not interfere with the conduct of the Employer's business and are in conformance with the requirements of this Agreement, nor will there be any discrimination against any employee, by the Town or the Union, due to his/her membership in the Union and activities on behalf of the Union, or as a result of his/her lack of membership in the Union or lack of participation in the Union's activities.

ARTICLE 18 - IDENTIFICATION FEES

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

ARTICLE 19 - SEPARABILITY AND SAVINGS CLAUSE

If any article or section of this Agreement, or any supplement thereto, should be held invalid by operation of law or by the final decision of any tribunal of competent jurisdiction, or, if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and its supplements is 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 20 – NON- DISCRIMINATION

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

ARTICLE 21 - HOLIDAYS

Section 1. The following holidays are paid holidays for all employees covered by this Agreement:

New Year's Day
Martin Luther King Day
President's Day
Patriot's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

Personal Day

Personal Day* (after completion of one (1) year of continuous service)

Section 2. If an observed holiday occurs during the work week in which an employee is actually on scheduled vacation, the employee will not be charged with a vacation day for the observed holiday; an extra day may be added for the vacation.

Section 3. Any holiday falling on a Saturday will be observed on the preceding Friday, and any holiday falling on Sunday will be observed on the following Monday.

Section 4. With the approval of the Department Head, employees are eligible to take the personal day(s) noted in Section 1. Personal days must be taken during the year earned and will not be carried over. A personal day may be taken in hourly increments.

ARTICLE 22 - HOLIDAY PAY

Section 1. In the event an employee who is entitled to overtime pay is ordered in to work works any recognized legal holiday, as listed in this Agreement, he/she receives his/her regular holiday pay based upon the normal work day of eight (8) hours at his/her normal straight- time rate of pay, plus overtime for all hours worked, at the rate of one and one-half (1 1/2) times his/her normal straight-time rate of pay, but the receipt of said overtime pay is contingent upon meeting the following conditions:

- 1) The employee is on authorized paid status the days immediately preceding and following said holiday.
- 2) The employee has accumulated forty (40) hours during the pay period in which the holiday occurs.
- 3) An employee not working the recognized legal holiday receives his/her normal, straight-time rate of pay for said day based upon the normal work day of eight (8) hours, provided the employee is in an authorized paid status the days immediately preceding and following said holiday.

Section 2. An employee may elect to take another day off with pay, in lieu of receiving additional holiday pay, at a mutually agreed upon time, provided that the Town may impose reasonable limitations upon any such election arising out of manpower and workload requirements of the Town and the availability of qualified, replacement personnel.

ARTICLE 23 - INSURANCE

Section 1. The Town shall contribute to the Northern New England Benefit Trust Health and Welfare Fund ("NNEBT") or its actuarial equivalent (equivalency is subject to mutual agreement) eighty-five (85%) percent of the total premium for family, two person or single coverage per month, payable at the office of NNEBT monthly on the fifth day of the month following the month in which due. The employees shall contribute the remaining fifteen (15%) percent each month through weekly payroll deductions. In years 2 and 3 of this Agreement, any premium increases from Northern New England Benefit Trust of more than two (2%) percent shall be shared equally between the Town and the employee. (Example: 3% increase to the policy would result in 2% being affected by the 85/15, 1% is split equally. The above listed Town contribution represents the Town's maximum percentage payment and the employee's maximum percentage payment is twenty (20%) percent. The Town is responsible for remitting the employer and employee shares of the premium on a monthly basis to the Trust. In addition, Northern New England Benefit Trust shall endeavor to offer multiple plan designs for the employees' option within the term of this Agreement.

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

The Town agrees that its Agreement hereunder constitutes an obligation for the sums herein provided directly to NNEBT, and further that the Town will be bound by the terms and provisions of the Trust

Indenture of NNEBT and any and all amendments thereto, as well as applicable rules and regulations from time to time promulgated by the Trustees thereto.

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

Section 2. The Town shall provide Workers' Compensation coverage as required by State Statute. The Town agrees to pay its share, plus the employee's share, of Maine Public Retirement System (MainePERS) for as long as the employee remains out of work due to the work-related injury/illness. If an employee returns to work on a partial basis, the employer's share of MainePERS is prorated. If the injury or illness qualifies as FMLA, the employee will be notified they are being placed on FMLA. Employees may use their accrued earned time to offset the difference between their workers' compensation benefit and their weekly wage in order to make themselves whole. This includes any waiting period that may exist under the Maine Workers' Compensation Statute.

Section 3. Disability/Life/Accidental Death and Dismemberment Insurance: Disability, life, and accidental death and dismemberment insurance shall be provided by the Town for all full-time employees. The Town shall assume the cost for all full-time employees. Primarily, the plan will provide for fifty-two (52) weeks of benefits commencing on the thirty-first (31st) day following an accident or sickness. The life insurance benefit equals the employee's annual salary rounded to the next highest \$1,000.00.

Section 4. The Town will pay the monthly health insurance premium for the single person level of coverage for any unit member who retires from the Town of Kittery having worked for the Town of Kittery for a minimum of fifteen (15) years and having met the age and/or years of service requirements contained in the MainePERS policy currently in effect for that particular employee. Should the retiree choose to elevate the health insurance coverage level to a two-person coverage plan or family coverage plan, the retiree will be responsible for any additional premiums owed to the insurance provider. The additional payments will be made to the Town on a monthly basis. The Town will forward all required payments to the insurance carrier on behalf of the retiree. Upon reaching the age of eligibility for Medicare, the employee's health insurance plan will be converted to a Medicare companion plan.

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 the Medex 2 supplement plan through Northern New England Benefit Trust (NNEBT), or a comparable plan. The Town shall contribute seventy (70%) percent of the total premium for the Medex 2 supplement plan through Northern New England Benefit Trust (NNEBT), or a comparable plan. Any additional premiums required for spousal conversion to a companion plan are the responsibility of the retiree.

The fifteen (15) year minimum service requirement applies only to any employee hired after May 1, 2004.

Section 5. The Town agrees to provide the employees with the opportunity to participate in a Flexible Spending Account (FSA) under Section 125 of the IRS rules, which will include the employee paid portion of the qualified insurance programs. The Town will contract with a professional firm to provide administration for the FSA. Employees may choose to enroll in the debit card program; however, employees will be responsible for the debit card's annual fee.

ARTICLE 24 - SOCIAL SECURITY

The Town agrees to pay its required Social Security premiums in accordance with provisions of the

agreement between State Agency and Political Subdivision of the State of Maine for the purpose of extending Social Security benefits to the employee of such Political Subdivision and its subsequent amendments which Agreement was entered into between the Maine State Retirement System and the Town in 1952.

ARTICLE 25 – TRAVEL

The Town agrees that employees furnishing their own vehicles for transportation directly related to their work will be paid mileage at the current mileage reimbursement rate established by the IRS. To be eligible for such payments, an employee must use his/her personal vehicle while on the job.

ARTICLE 26 - BULLETIN BOARDS

Section 1. The Town shall make available bulletin board space for the use of the Union at each work location where bulletin boards are presently provided for the purpose of posting bulletins, notices, and other materials. The posting of any Union materials are restricted to such bulletin board space only, except that, in each work location where bulletin board space is not provided for the Union, the Town will designate an appropriate alternative space where such materials may be posted.

Section 2. In no instance may the Union post any material that is profane, obscene, or defamatory to the Town, its representatives, or any individual, or which constitutes campaign material between competing employee organizations, if it is determined that the posting of such material would violate any obligation of the Town for neutrality. The Union is solely responsible for the accuracy and ethical standards of any material posted pursuant to this article.

Section 3. The Town reserves the right, upon consultation with the Union, to remove any materials that do not relate to Union business or which are in violation of this article.

Section 4. All posted Union materials shall be signed by an authorized representative of the Union.

ARTICLE 27 - SEPARATION OF EMPLOYMENT

Section 1. Upon separation of employment and prior retirement, the Employer shall pay the employee full face value of all accrued vacation, holiday, and compensatory time on the payday in the week following such separation. Payment for accrued and unused sick leave will be in accordance with Article 30.

ARTICLE 28 - RESERVE SERVICE LEAVE

Section 1. Leaves of absence will be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserve for the purpose of fulfilling their training obligations and/or responding to any civil disorder. Written notification for leaves of absence for such purposes will be made to the Town Manager as soon as possible after the employee's receipt of orders.

Section 2. If an employee is granted a leave of absence for the purposes herein set forth and if his/her daily rate of compensation for such government service is less than the gross daily rate that he/she would have earned had he/she been providing service to the Employer, then the Town shall pay the employee the difference between the pay rates.

Section 3. The employee utilizing reserve leave shall furnish the Town with an official statement of reserve service pay received and reserve service time served.

Section 4. For the purpose of this section, the phrase "daily rate of compensation" is defined as the employee's normal, daily straight-time rate of pay, and does not include overtime or call-in time.

ARTICLE 29 - MILITARY LEAVE

The Town agrees to provide all benefits as required by the Selective Service and Training Act and any other applicable laws then in effect.

ARTICLE 30 - LEAVE WITHOUT PAY

Section 1. An administrative or special leave may be granted to an employee, with approval by the Town Manager, for the purpose of settling the estate of a member of the immediate family, for educational purposes when such education will foster a systematic improvement of the knowledge and/or skills required in the performance of his/her work, for illness or injury when such leave extends beyond the employee's earned sick leave days, and for other reasons that may be beneficial to the employee and the Town.

Section 2. All such leave must be without pay, not disrupt the normal operations of the employee's department, and be specific as to its duration, with seventy-five (75) calendar days being the maximum duration. Any leave which falls under FMLA will be subject to the Town of Kittery's FMLA policy.

Section 3. The employee is expected to return to work upon the expiration of an approved leave or to arrange for an extension of the leave with the Town Manager prior to its expiration. Failure on the employee's part to return to work upon the expiration of an approved leave without having made prior arrangements for an extension of said leave is deemed a resignation from Town employment.

Section 4. An application for leave without pay must be in writing and must specifically state the reasons for such application and the length of time requested. Should the reason be for illness or injury, such request must be substantiated with a physician's statement, and the cost of such statement will be paid by the employee.

Section 5. Upon application of an employee who has exhausted his/her paid sick leave time, a leave of absence without pay may be granted by the Town Manager for a period of disability, due to sickness or injury, the first time that a request is made for the same illness. The Town Manager may, from time to time, require that the employee submit a certificate from the attending physician certifying the need for continued leave. In the event of a failure or a refusal to supply such a certificate, the Town Manager may cancel such leave and require the employee to report for work on a specified date. Should the employee fail to report as required, his/her employment may be terminated.

Section 6. An employee is eligible to request an unpaid leave without pay upon the completion of one (1) year of continuous employment.

Section 7. Time spent on leave of absence without pay may not be credited toward vacation leave and sick leave, and an employee on said leave of absence without pay is not eligible for holiday pay. Employees on leave of absence without pay will have to pay for his/her own health insurance premiums.

ARTICLE 31 - SICK LEAVE

Section 1. Sick leave is accumulated at the rate of one (1) day per month to a maximum of one hundred fifty (150) days; said accumulation could be applied to retirement, as permitted by the Maine Public Employees Retirement System. The remaining days will be given as early retirement. At the end of the calendar year (December 31), all sick leave over one hundred fifty (150) days will be given back and the Town will pay fifty (50%) percent of the face value, at the employee's normal rate of pay for the days that were given back. There will be no sick leave buy back for employees hired after July 1, 2014.

Section 2. Employees who retire or resign from the Town (after a minimum of ten [10] years continuous service) and who have accrued vacation and sick leave time to their credit at the time of such resignation or retirement will be paid the wages equivalent to the vacation and sick leave. Sick leave payment will only be made if separation is in good standing. There will be no sick leave buy back for employees hired after July 1, 2014.

Section 3. Qualified employees are eligible for paid sick leave from and to the extent of their unused accumulated paid sick leave credits in the following situations:

- A. When it is established to the Town's satisfaction that the employee is incapacitated and cannot safely perform the employee's duties due to sickness, pregnancy, or injury.
- B. When it is established that, due to exposure to a contagious disease, the health of others would be affected by attendance at work, a physician's statement recommending absence from work is required.
- C. When it is established that an illness exists in the immediate family of the employee, and then for such periods as the attendance of the employee is necessary. The term immediate family is defined as including spouse, domestic partner, children, grandchildren, parents, mother-in-law or father-in-law, domiciled with the employee. In addition, immediate family also includes other relatives domiciled with the employee.

Employees will be allowed to utilize up to forty (40) hours of sick time to care for their spouse, parents or children who are not domiciled with the employee.

Section 4. If an employee is absent for more than three (3) consecutive days, or in cases of suspected abuse, the Employer may require medical proof for said sick leave, in which case the employee involved is required to provide a written statement from his/her physician certifying the necessity for said absence, and the ability of the employee to return to work and perform the required functions of the employee's duties. Should the Employer require a medical statement, the Employer shall pay the portion of the cost for the visit which is not covered by medical insurance.

Section 5. In order to qualify for sick leave payments, an employee must notify his/her Department Head, or, in the Department Head's absence, the Department Head's designee, not later than the employee's normal starting time, on the first day of the absence. In addition to the above, the employee, if absent three (3) or more consecutive days, is required to provide a physician's statement, and will notify his/her Department Head when his/her physician has cleared him/her to return to work.

Section 6. No employee may be reimbursed for sick leave outstanding if the employee is discharged by the Town. Nothing in this section constrains an arbitrator or the parties from crafting a settlement related to a grievance under which sick time is paid to an employee following the cessation of his/her employment.

Section 7. Whenever sick leave payments are made under this article, the amount of such payments/hours is deducted from the employee's unused, accumulated sick leave.

Section 8. In the event the employee is temporarily disabled to the extent that the employee is unable to perform all of the duties and functions normally required of the employee the Town Manager, in his/her judgement, may approve the employee returning to work on a limited basis. It is understood and agreed that the Town Manager has the sole and complete discretion and authority to determine the number of employees who may be allowed to work on a limited duty basis, if any, and the duration thereof.

Section 9. Falsification of evidence in substantiating sick leave is cause for disciplinary action.

Section 10. In the event of the death of an employee with more than ten (10) years of service, the Town shall pay to the designated beneficiary one hundred (100%) percent of the accumulated and unused sick leave. There will be no sick leave pay out for employees hired after July 1, 2014.

ARTICLE 32- BEREAVEMENT LEAVE

Section 1. An employee may be excused from work for up to five (5) successive days of work, due to a death in his/her immediate family, without loss of pay or other benefits. The term "immediate family" means spouse, domestic partner, parents, step-parents, children, step-children, brother, sister, mother-in-law, and father-in-law. Up to three (3) days of leave may be granted for the death of other relatives upon approval of the Town Manager.

Section 2. During this absence, an employee will be paid at his/her regular base rate of pay for the scheduled hours of work missed. Not more than eight (8) hours per day will be paid under this article. It is intended that this time be utilized for the purpose of handling necessary arrangements for and attendance at the funeral.

Section 3. An employee wishing to utilize bereavement leave shall notify the Department Head or Town Manager by e-mail or phone call, and said request will indicate the number of days requested and the reason for said request.

Section 4. In the event of an employee's death, representative employees, determined mutually by the Town Manager and the Union, may utilize leave without pay for the purpose of attending the funeral.

ARTICLE 33 – VACATION

Section 1.

- A. Town employees may not receive extra pay in lieu of utilizing vacation leave.
- B. The vacation calendar for all Town employees is from January 1st to December 31st. A maximum of five (5) vacation days may be saved from one year to the next.

Section 2. Entitlement to vacations under this article are determined as of the employee's anniversary date of each year.

- A. Employees will receive five (5) days of vacation upon completion of the probationary period, and an additional five (5) days of vacation upon completion of one (1) year of continuous service.
- B. Employees who have completed more than one (1) year of currently continuous service, but less than five (5) years will receive ten (10) days of annual vacation leave.
- C. Employees who have completed five (5) years of currently continuous service, but less than ten (10) years, receive fifteen (15) days of annual vacation leave.
- D. Employees who have completed ten years of currently continuous service but less than twenty (20) years receive twenty (20) days of annual vacation leave.
- E. Employees who have completed twenty (20) years or more of currently continuous service receive twenty-five (25) days of annual vacation leave.

Section 3. In the event that an employee covered under this Agreement dies during the term of this

agreement, his/her accrued vacation credits, if any, will be paid by the Town, in equivalent wages, to the employee.

Section 4. In the event of the dismissal of an employee for cause, or if an employee voluntarily leaves, or retires from his/her employment, said employee is entitled to vacation pay for all unused vacation earned.

Section 5.

- A. A day of vacation pay as provided for in this article equals eight (8) hours of pay at the employee's regular straight-time rate of pay at the time that the employee takes his/her vacation.
- B. The Employer shall determine the number of employees who can be assigned for vacation purposes at any one time, provided, however, that any such determination will be based upon the anticipated manpower and work load requirements of the Town.
- C. A seniority list will be posted not later than January 15th of each calendar year, and all employees shall indicate, prior to April 15th of that calendar year, the dates on/during which they desire to take their eligible vacation leave. In the event that two (2) or more employees desire the same vacation date(s) and it is determined by the Town Manager that both employees cannot be assigned for vacation purposes, the employee having the least amount of seniority selects alternate dates for vacation. A final vacation list indicating those dates agreed upon shall be prepared by the Town Manager and posted no later than May 15th of any calendar year.

Section 6. In the event that an employee does not select a vacation period prior to April 15th, he/she is permitted to select a vacation period from the available remaining dates. If two (2) or more employees have failed to make selections by April 15th, their selections are made on a first come, first served basis.

Section 7. The Town will make every effort to see that employees who have scheduled their vacation time receive it when scheduled; but due to unforeseen required work or other emergency situations, if the employee is unable to take his/her vacation during the assigned period, the Town Manager shall make every effort to reschedule a vacation period convenient and agreeable to the employee and the Town in the calendar year in which the employee's vacation period was assigned.

Section 8. A newly hired employee becomes eligible to utilize accrued vacation leave upon the successful completion of six (6) months of continuous employment. Employment begins on an employee's first full day on the job, and time on layoff, suspension, or leave without pay is not counted in determining the date of completion of a full month or a full year of employment.

ARTICLE 34 - USE OF FACILITIES

Section 1. The Town shall provide to the Union use of appropriate rooms for meetings of employees and representatives of Union, provided that the following conditions are met:

- A. Rooms must be reserved in advance.
- B. Such meetings must be held during non-working hours.
- C. Meetings of regular Town Boards, commissions, and committees receive preference in the scheduling of the use of rooms.

Section 2. The business agent, stewards, and secretary of the Unit are permitted to use, in conjunction with their Union duties, Town telephones to which they normally have access for non-toll or toll-free calls.

Section 3. The Town shall provide all members of the Unit with one (1) free annual pass to Fort Foster.

ARTICLE 35 - EMPLOYEE DEVELOPMENT AND TRAINING

Section 1. To the extent made possible through the annual allocation of budgeted funds, the Town will attempt to provide funding for training that is directly related to the duties of an employee's job.

Section 2. An employee wishing to attend a training course or seminar shall make a written request to the Town Manager to do so, and said written request will include, at a minimum, the date, time and length of the training; the location of the training; the tuition/registration cost and other costs associated with attendance; the reason(s) that said training would prove beneficial to the Town and to the employee.

Section 3. Complete and final authority rests with the Town Manager to review, and upon completion of said review, to approve or deny said requests for training.

Section 4. The Town agrees to pay for the renewal of required Wastewater Treatment Operator licenses.

ARTICLE 36 - PROTECTION OF EMPLOYEES

Section 1. No employee will suffer a reduction in existing salary for a period of one (1) year as a result of reclassification or reallocation of his/her position.

Section 2. It is agreed that all employees will have clean, dry, heated areas, as now exist, in which to eat their lunches.

Section 3. Absence for the purpose of attending court as a witness on behalf of the Town, or for jury duty, is not chargeable as leave and will not result in loss of pay. When called to perform these civic duties, the employee will promptly notify the Employer and submit a copy of the official summons for jury duty or witness service as far in advance as possible prior to the beginning of such service. Upon completion of such service, the employee will present to the Employer written evidence of the time served on such duties. The employee will turn over to the Town any jury fee, but will keep any travel pay.

Section 4. The Town shall pay the reasonable cost of the repair or replacement of an employee's clothing that is damaged or destroyed while working. Payment will not be made for the repair or replacement of the above items if due to negligence on the employee's part.

ARTICLE 37 - PERSONNEL FILES

Section 1. Upon request to the Human Resources Manager, an employee is permitted, at any reasonable time during normal working hours, to review the materials in his/her personnel file. He/she is allowed to have placed in such file a response to anything contained therein that he/she considers being adverse.

Section 2. Upon request to the Human Resources Manager, an employee will be provided with an initial copy of any or all materials in his/her personnel file. Should a subsequent request be made for a copy of the same materials, an employee will be charged the current cost per page for copying materials for the general public.

Section 3. Copies of all materials to be placed in an employee's personnel file will be given to such employee simultaneously with placement in the personnel file.

ARTICLE 38 - LEAVE WITH PAY FOR NEGOTIATIONS

One Unit member designated by the Union is granted administrative leave with pay to that individual Town employee so designated by the Union to participate in the collective bargaining meeting(s), mediation proceedings, fact-finding, and/or arbitration proceedings. The Union shall give a twenty-four (24) hour notice to the Town's negotiator whenever a Town employee who is a bargaining Unit member is required to attend any meetings.

ARTICLE 39 - MANAGEMENT RIGHTS

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

ARTICLE 40 - COPIES OF AGREEMENT

The Town shall have this Agreement reproduced and shall furnish one copy to each member of the bargaining Units with the Union as soon as practicable following final agreement by the parties upon the terms and conditions of this Agreement.

ARTICLE 41 - CONCLUSION OF NEGOTIATIONS

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

ARTICLE 42 - DURATION OF AGREEMENT

Section 1. This Agreement is effective as of July 1, 2017 and it remains in full force and effect until June 30, 2020. It is automatically renewed from year to year thereafter unless either party notifies the other, in writing, at least one hundred and twenty (120) days prior of the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations begin no later than sixty (60) days prior to the anniversary date. This Agreement remains in full force and be effective during the period of negotiation and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

Section 2. In the event that either party desires to terminate this Agreement, written notice of desire to cancel or terminate the Agreement must be given to the other party not less than sixty (60) days prior to the desired termination date, which may not be before the anniversary date set forth in the preceding paragraph.

Section 3. In the event of an inadvertent failure by either party to give the notice set forth in Sections 1 and 2 of this Article, such party may give such notice at any time to the termination or automatic renewal of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set forth hands and seals this _____ to be effective as of July 1, 2017.

Town of Kittery

Teamsters Local Union No. 340
affiliated with the International Brotherhood

RECEIVED

OCT 30 2017

BY: 6:15 pm



TOWN OF KITTERY, MAINE

TOWN CLERK'S OFFICE

200 Rogers Road, Kittery, ME 03904

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

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: CHRIS PERKINS

RESIDENCE: 29 LEACH RD

MAILING ADDRESS IF DIFFERENT FROM ABOVE: _____

E-MAIL ADDRESS: chris.m.perkins@gmail.com

TELEPHONE NUMBERS: (HOME) 207 450 2899 (WORK) 603 431 3937

PRESENT POSITION: CIP COMMITTEE

PLEASE CHECK APPROPRIATE BOX:

- Board of Appeals
- Conservation Commission
- Board of Assessment Review
- Economic Development Committee
- Comp Plan Update Committee
- Port Authority
- Planning Board
- Parks Commission
- Personnel Board
- Other CIP Comm.
- Mary Safford Wildes Trust
- Shellfish Conservation Commission
- Open Space Committee
- Educational Scholarship Committee

COMMENTS: I'd like to continue serving on the CIP Comm at the pleasure of the Council

Please read the back of this application before signing.

CHRIS PERKINS
SIGNATURE OF APPLICANT

10/27/17
DATE

Maryann Place

From: Marissa Day <marissa.lee.day@gmail.com>
Sent: Tuesday, October 31, 2017 4:40 PM
To: Maryann Place
Subject: Resignation from PB

Hi Maryann,

I am moving to Portsmouth next week and will no longer be able to serve on the Kittery Planning Board. It has been a pleasure serving the Town alongside the other Board members.

Best,

Marissa Day
M.A. Community Development Policy & Practice Graduate Candidate
Dalrymple Fellow, UNH Cooperative Extension
Carsey School of Public Policy
mlo84@wildcats.unh.edu
[603-321-4566](tel:603-321-4566)



TOWN OF KITTERY, MAINE

TOWN CLERK'S OFFICE

200 Rogers Road, Kittery, ME 03904

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

RECEIVED
NOV 06 2017

BY: 11:19 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: Danelle Avery

RESIDENCE: cel manson RD

MAILING ADDRESS IF DIFFERENT FROM ABOVE: _____

E-MAIL ADDRESS: dotdyr@yahoo.com

TELEPHONE NUMBERS: (HOME) 603-300-7360 (WORK) _____

PRESENT POSITION: board of Director member

PLEASE CHECK APPROPRIATE BOX:

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

COMMENTS: _____

Please read the back of this application before signing.

[Signature]
SIGNATURE OF APPLICANT

11/6/17
DATE