



Town Council - Meeting Agenda

January 20, 2026 @ 6:30pm
Council Chambers - 1 Portland Avenue

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PLEDGE OF ALLEGIANCE:

ROLL CALL:

ACKNOWLEDGEMENTS:

GOOD & WELFARE:

PRESENTATION:

ACCEPTANCE OF MINUTES:

Approve the minutes from the 1/6/2025 Town Council Regular Meeting.

Chair: Shawn O'Neill

PUBLIC HEARING – BUSINESS LICENSE & APPROVALS:

Melissa Morrill, 14 Pine Valley OOB LLC, 105A-2-3-14, 1 Year-Round Short-Term Rental

August Salom, 212-1-15, 14 Melvin Avenue, 1 Year-Round Rental

Michael Swan, 210-1-21, 43 Smithwheel Road, 2 Year-Round Short-Term Rentals

Chair: Shawn O'Neill

PUBLIC HEARING – SPECIAL AMUSEMENT PERMITS & APPROVALS:

Oceanside Grill @ The Brunswick, HFY Enterprises Inc, 310-6-1, 39 West Grand Avenue, Live Entertainment, Inside and Outside. 1:00pm to 12:00am. Sunday thru Saturday (no change).

Lone Pine Brewing Company, Lord Hobo Brewing Company LLC, 305-6-1, 32 East Grand Avenue, Acoustic Performances, Outside, 12:00pm to 8:00pm. Sunday thru Saturday (no change).

Chair: Shawn O'Neill

TOWN MANAGER REPORT

NEW BUSINESS:

AGENDA ITEM #8920

Discussion with Action: Move Erin Moriarty from an alternate member to a regular member of the Planning Board, term to expire 12/31/2028; appoint Brian Cloutier as a regular member of the Planning Board, term to expire 12/31/2028.

Chair: Shawn O'Neill

AGENDA ITEM #8921

Discussion with Action: Amend the Code of Ordinances, Chapter 18, Businesses, Article II, Licenses adding definitions for commercial rental license, rent, and residential rental license; changing the name of Chapter 18 from Businesses to Licensing; adding to Section 18-31, License Required, Expiration clarifying the residential rental license, commercial rental license, and business license; and deleting the following from Section 18-33 Application (a) (5): “unless the applicant has previously received a license under this article for the same business or activity at the same location and the license has been applied for prior to April 30 of the expiration year”.

Chair: Shawn O’Neill

ARTICLE II. *LICENSES*

Sec. 18-26. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Any personal property tax shall mean all personal property taxes assessed against any person within the definition of applicant, whether or not the property so taxed is used in the conduct or operation of the business or activity for which the license is sought.

Applicant means all of the following persons: (i) the owner of any personal property used in the conduct of the business or activity for which the license is sought, (ii) the owner of the business or activity for which the license is sought, and (iii) the person who conducts or operates the business or activity for which the license is sought.

Business license means a license for any activity on Appendix A of this code other than Commercial and Residential rental.

Coin-operated amusement device includes but is not limited to jukeboxes, flipper games, video games, pinball machines, pool tables or billiard tables.

Commercial rental license means a license for any rental unit that consists of 5 units and more, hotel, motels, Inns, bed and breakfasts, cabins, condotels

Documented and relevant disturbance means a separate complaint of disorderly, indecent, or riotous conduct upon any licensed establishment that results in a police response and report of such occurrence and which the chief of police, in consultation with the license administrator and any other appropriate municipal staff, determines was caused by or causally related to the manner in which business was conducted at the licensed location.

License administrator means the code enforcement officer or such other municipal employee as the town council may designate by order.

Rent means to grant the possession or use of housing in exchange for money or services rendered.

Residential rental license means a license for any rental unit including condominium, single family, two family, and multifamily up to and including 4 unit buildings.

Seasonal rental, means any rental unit, including hotels, motels, cabins, condominiums, single-family homes, duplexes or multifamily dwellings which are rented or available to be rented only during the period March 1 to December 1.

Short-term rental means any building or structure, or portion thereof, that is offered or provided to a guest or guests to be used for living or sleeping for a fee for less than 30 consecutive days, with the exception of motels, hotels, bed and breakfast, inn's, overnight cabins, and campgrounds. Short-term rental units may be whole house, duplexes, multifamily, apartments, condominiums, condominium hotels/motels, and individual rooms or individual units in homes, duplexes, multifamily, apartments, condominiums, and condominium hotels/motels.

Year-round rental means any rental unit, including hotels, motels, cabins, condominiums, single-family homes, duplexes or multifamily dwellings which are rented or available to be rented at any time during the calendar year.

(Ord. of 6-13-1961, § 2(B); Ord. of 2-16-1988; Ord. of 11-8-1993; Ord. of 4-26-1995; Ord. of 3-2-1999; Ord. of 4-20-1999; Ord. of 5-4-2010(1); Ord. of 2-21-2023)

Cross reference(s)—Definitions generally, § 1-2.

Sec. 18-27. Purpose.

The purpose of this article is to provide the town council a reasonable medium of regulating the **business and licensing of** activities identified in the schedule set forth in section 18-32 and to protect and promote the health, welfare and safety of the town residents and of the general public.

(Ord. of 6-13-1961, § 2(A); Ord. of 2-16-1988)

Sec. 18-28. Violation and Penalties.

- (a) Any person who operates or conducts any business or activity for which a license is required under this article without first obtaining such license commits a civil violation and shall be subject to a fine not to exceed \$100.00 for the first day the offense occurs. The second day the offense occurs, the fine amount shall not exceed \$250.00. The third day and subsequent days thereafter, the fine amount shall not exceed \$500.00. Each day such violation continues shall be considered a separate violation.
- (b) Any licensee who commits a civil or criminal violation in the course of conducting a licensed business or activity or who permits a business or activity to occur which involves an act, omission or condition that is:
 - (1) Contrary to the health, morals, safety or welfare of the public;
 - (2) Unlawful or fraudulent in nature;
 - (3) Unauthorized or beyond the scope of the license granted;
 - (4) Forbidden by the provisions of state law or town ordinance applicable to the trade, profession, business, privilege, act or operation for which the license is granted; or
 - (5) Not in compliance with all conditions required as precedent to the granting of the license, commits a civil violation.

Such violations shall be punishable as specified in section 18-28(a).

- (c) All fines shall be recovered upon complaint for use by the town and shall be placed in the town treasury.
- (d) Any person, including without limitation a real estate broker, associate real estate broker, real estate sales agent, or property manager, who rents an unlicensed rental unit on behalf of the unit's owner commits a violation of this ordinance and is subject to the fines imposed by section 18-28(a) above, which fines may be imposed in addition to any fines imposed upon the unit owner.

(Ord. of 6-13-1961, § 5(A), (B); Ord. of 2-16-1988; Ord. of 8-7-2001; Ord. of 10-16-2007; Ord. of 5-4-10(1))

Sec. 18-29. Enforcement.

The police department shall investigate any alleged violation of this article. Upon verification of the alleged violation, the police department may issue a citation for a civil violation.

(Ord. of 6-13-1961, § 9; Ord. of 4-26-1995; Ord. of 7-20-1995)

Sec. 18-30. Payment of Fees.

All fees required to be paid under this article shall be paid prior to the issuance of the license.

(Ord. of 3-2-1999, § 10; Ord. of 4-20-1999; Ord. of 8-24-1999; Ord. of 5-4-10(1))

Sec. 18-31. License required; expiration.

- (a) A License approved by the town council is required for all activities listed in Appendix A Schedule of License, Permit and Applications Fees. These licenses are broken out in the following categories:
- (1) Residential rental license (see definition). A separate license is required for each Assessing Map ID Map/block/Lot/Unit.
 - (2) Commercial rental license (see definition). A separate license is required for each Assessing Map ID Map/block/Lot/Unit.
 - (3) Business license (see definition). A separate license is required for each business.
- (b) The town council is authorized to grant, grant subject to conditions, or deny licenses for any business or activity listed in the schedule set forth in section 18-32 in accordance with the terms of this article except that town council review is mandatory to grant, grant subject to conditions, or deny all victualers licenses with beer, wine or liquor and special amusement licenses listed in the schedule set forth in section 18-32. The license administrator shall have the right to refer any licenses to the town council for public hearing and action if, in the license administrator's judgment, the application merits such scrutiny.
- (c) Until the 2011 license cycle, any such license shall expire on May 1 of each year, unless otherwise provided therein, except that a license for which a renewal application is filed prior to May 1 shall continue in effect until the license administrator or the town council, if council action is required under section 18-38, has acted on the renewal application.
- (1) For the license cycle starting in 2011, licenses granted for businesses on properties on tax map numbers 101-1-1 through and including 305-4-1 shall expire on May 1, 2012. Licenses for these parcels shall expire on May 1 every other year for future cycles. (i.e. 2014, 2016 etc.) Licenses issued to businesses without tax map numbers shall be assigned to this expiration schedule.
 - (2) For the license cycle starting in 2011, licenses granted for businesses on properties on tax map numbers 305-4-2 through and including 404-9-10 or higher numbers subsequently created shall expire on May 1, 2013. Licenses for these parcels shall expire on May 1 every other year for future cycles. (i.e. 2015, 2017 etc.) Any such license shall expire on May 1 of the year, unless otherwise provided therein, except that a license for which a renewal application is filed prior to May 1 shall continue in effect until the license administrator or the town council, if council action is required under section 18-38, has acted on the renewal application.
- (d) Payment of a pro rata license fee shall be allowed as follows: In the event of a change in ownership, license category or other activity necessitating a new business license, the applicant shall be required to pay the new application fee plus the percentage of the fee set forth in appendix A based on the percentage of the licensing cycle remaining.
- (e) Any person engaged in any business or activity listed in the schedule set forth in section 18-32 shall obtain a license for that business or activity even if such person also engages in some other business or activity not requiring a license.
- (f) No person shall operate or conduct any business or activity identified in the schedule set forth in section 18-32 without first obtaining a license therefor, nor shall any person operate or conduct any business or

activity identified in the schedule set forth in section 18-32 except in compliance with the terms of this article and any conditions imposed upon the license issued.

(Ord. of 6-13-1961, § 1; Ord. of 2-16-1988; Ord. of 6-18-1991; Ord. of 3-2-1999; Ord. of 4-20-1999; Ord. of 5-4-10(1))

Sec. 18-32. Schedule.

The schedule of license, permit and application fees is set forth in appendix A of this Code.

(Ord. of 4-1-2003)

Sec. 18-33. Application.

- (a) Any person who owns, operates or conducts any business or activity listed in the schedule of license, permit and application fees set forth in appendix A of this Code shall make application to the town council for a license to conduct such business or activity by submitting the following to the license administrator:
- (1) A description of the business or activity which the applicant proposes to operate or conduct and the location at which the licensed activity or business will occur.
 - (2) A statement that the applicant has secured or is in the processing of securing all state or local permits required for the licensed business or activity, provided that any license issued by the town council prior to the receipt of such other permits shall not authorize the operation of the business until all such other permits are obtained.
 - (3) A statement that the business and the premises are in compliance with all local ordinances other than this article, including but not limited to article II of chapter 6 pertaining to special amusements, the building code in article II of chapter 66, and chapter 78 pertaining to zoning.
 - (4) Evidence of satisfactory resolution of any public health, safety or welfare problems occurring in the operation of that or a similar business at the same location in the immediately preceding year, including but not limited to neighborhood complaints, disorderly customers, and excessively loud or unnecessary noise that initiate complaints to or require a response from the police, fire department or other municipal regulatory body or employee.
 - (5) A nonrefundable application processing fee as specified in the schedule of license, permit and application fees in appendix A of this Code. ~~unless the applicant has previously received a license under this article for the same business or activity at the same location and the license had been applied for prior to April 30 of the expiration year.~~
 - (6) Identify if the business includes a short-term rental(s) as defined in section 18-26 of this article.
- (b) The town council may require documentation of any of the information provided in the license application whenever the council determines that such documentation is needed to process the application.

(Ord. of 6-13-1961, § 4(A); Ord. of 2-16-1988; Ord. of 5-5-1998; Ord. of 3-2-1999; Ord. of 4-1-2003, § 2; Ord. of 5-4-10(1); Ord. of 2-21-2023)

Sec. 18-34. Notice of special amusement and victualers with beer, wine and/or liquor applications; public hearing.

- (a) The license administrator shall give notice of all special amusement and victualers with beer, wine and/ or liquor license applications by posting a list of the applicants and the licenses applied for in the town hall at least seven days prior to the license hearing.
- (b) The town council shall conduct a license hearing at which it shall announce the pending special amusement and victualers with beer, wine and/ or liquor license applications, although it may incorporate by reference a previously published list thereof. Any applicant and member of the public shall be permitted to speak with regard to a specific license or applicant; provided, however, that if no one desires to speak in favor of or in opposition to a license application, the town council is authorized to act upon such application without hearing any testimony. The town council is authorized to inquire of any municipal employee, including without limitation the tax assessor, the building inspector, the electrical inspector, the town manager or any representative of the police or fire department regarding any matter within their expertise and pertaining to any such license application.

(Ord. of 6-13-1961, § 4(B); Ord. of 2-16-1988; Ord. of 4-26-1995; Ord. of 3-2-1999; Ord. of 4-20-1999; Ord. of 5-4-10(1))

Sec. 18-35. Denial; imposition of conditions for issuance.

- (a) Failure to provide any of the information required by section 18-33 to the license administrator in a timely manner shall be cause for a denial of a license application.
- (b) The town council shall consider information provided by the applicant or received from the administrative board convened per section 18-38 or 18-39, the building inspector, the electrical inspector, the town manager, the police chief, the fire chief or any other municipal employee or the general public in determining whether to issue, issue subject to conditions, or deny any license requested. The town council may deny a license application if it finds that:
 - (1) The applicant does not have the legal right to occupy the premises for which the license is sought;
 - (2) Required state or local permits have not been obtained or applied for;
 - (3) The business or activity is not or the premises are not in compliance with other local ordinances;
 - (4) Any public health, safety or welfare problems which occurred in the operation of the business or activity or a similar business or activity on the premises during the immediately preceding year were not satisfactorily resolved and are likely to recur;
 - (5) The applicant for the license has, during the immediately preceding year, committed or permitted, in the course of conducting a business or activity subject to this article, an act or omission which constitutes a violation of this article as defined in section 18-28 or 18-39;
 - (6) The applicant is delinquent in paying any personal property tax assessed by the town, unless there is pending at the time of application for the license a request for abatement of the tax or an appeal of the tax assessment;
 - (7) The licensed location has had three or more documented and relevant disturbances as verified by the police chief within the previous licensing period, which documentation shall be provided to the license administrator by the police department;
 - (8) The applicant owes any fine, penalty or judgment to the town as a result of any violation of this article and the fine, penalty or judgment, with any accrued interest, has not been paid in full. Notwithstanding

anything to the contrary in 1 M.R.S.A. § 18-3202, this subsection applies to actions and proceedings pending on the effective date of the Ordinance of April 15, 1997; or

- (9) The applicant owes any amount to the Town of Old Orchard Beach for services rendered by the town or by town employees to the applicant or the applicant's property, is in default on any performance guarantee or contractual obligation to the town, or is otherwise delinquent in any financial obligation to the town, including real property taxes.
- (c) The town council may also impose conditions on the operation of any licensed business or activity, such as restrictions on the hours of operation, a requirement of trash removal at specified intervals, or implementation of particular forms of crowd control, where the public interest so requires.
- (d) When the town council denies a license, written notice of the decision shall be provided to the applicant within ten days thereof, which shall set forth the reasons for the denial. The licensee shall receive written notice in the same manner of any conditions imposed upon the license whenever conditions are imposed, and the license administrator shall note such conditions on the license records maintained by the license administrator.

(Ord. of 6-13-1961, § 4(C); Ord. of 2-16-1988; Ord. of 6-18-1991; Ord. of 11-8-1993; Ord. of 3-4-1997; Ord. of 4-15-1997; Ord. of 3-2-1999; Ord. of 4-20-1999; Ord. of 4-15-2008; Ord. of 5-4-10(1); Ord. of 3-1-2016)

Sec. 18-36. Effective date; payment of full fee required.

- (a) A license issued pursuant to this article shall be effective as of the date issued or as of the date payment of the appropriate license fee is received by the license administrator, whichever is later.
- (b) Payment in full of the license fee is required for each license.

(Ord. of 6-13-1961, § 4(D); Ord. of 2-16-1988; Ord. of 3-2-1999; Ord. of 4-20-1999; Ord. of 5-4-10(1))

Sec. 18-37. Inspections.

- (a) A licensee, as a condition of receipt of a license under this article, must allow any town official who is performing his official duties and who presents valid identification to enter the licensed premises at the same times and in the same manner as the licensee's patrons, customers or invitees, and the licensee shall not charge such town official any admission or entry fee.
- (b) A licensee, as a condition of receipt of a license under this article, must also allow any town official who is authorized to determine compliance with federal, state or town law and who presents valid identification to enter at any reasonable time any portion of the licensed premises which the licensee has the right to enter or occupy.
- (c) Failure to allow entry required by this section shall constitute a violation of this article and shall constitute cause for nonrenewal, suspension or revocation of this license.

(Ord. of 7-20-1990, § 7)

Sec. 18-38. Renewals.

- (a) The license administrator is authorized to renew, without further action by the town council, the license of any person holding a license pursuant to this article, referred to as the "licensee," upon receipt of the required fee and of a written statement from the licensee that there has been no material change in the

information provided in the licensee's previous application. The license administrator may not renew a license, but must refer the application to the town council, if:

- (1) The license has been suspended or revoked by the town council during the preceding licensing cycle as outlined in section 18-31 of this chapter.
 - (2) The license administrator has received, during the past licensing cycle as outlined in section 18-31 of this chapter, any written complaint from any person charging that the licensee has violated the terms of this article or any other section of this Code or town ordinance.
 - (3) The applicant is delinquent in paying any personal property tax assessed by the town, unless there is pending at the time of application for the license a request for abatement of the tax or an appeal of the tax assessment.
 - (4) The licensed location has had three or more documented and relevant disturbances as verified by the police chief within the previous licensing cycle as outlined in section 18-31 of this chapter, which documentation shall be presented to the license administrator in writing by the police department.
- (b) In cases involving a complaint under subsection (a)(2) of this section or disturbances under subsection (a)(4) of this section, the license administrator shall bring the complaint or disturbance to the attention of the town manager before referring the application to the town council. The town manager will then convene an administrative board consisting of the town manager; the police chief; the fire chief; the license administrator; the planning director; a member of the town business community appointed by the town council; and a citizen of the town, not an employee of the town, appointed by the town council, an alternate member of the town business community appointed by the town council; and an alternate citizen of the town, not an employee of the town, appointed by the town council, to discuss the complaint or disturbance with the applicant. At this time, the town manager shall notify the town council chairperson, in writing, that this board is being convened. The purpose of the administrative board will be fact finding with the goal of resolving the issues raised by the complaint or disturbance. The administrative board can determine that the license administrator may renew the license without further action by the town council. If the administrative board finds that the applicant has not successfully addressed the complaint or disturbance, the administrative board shall propose a consent agreement with the applicant to address the complaint or disturbance. If the applicant fails to appear before the administrative board, or fails to accept a consent agreement proposed by the administrative board, the license administrator shall refer the application to the town council with the recommendation that the license not be renewed.
- (c) Action undertaken by the administrative board will be viewed as advisory to the town council. The town manager will place recommendations on the agenda for the next regular meeting of the town council. The town council will act upon such recommendations in the same manner as used for license hearings.

(Ord. of 6-13-1961, § 1-A; Ord. of 2-16-1988; Ord. of 6-18-1991; Ord. of 11-8-1993; Ord. of 3-2-1999; Ord. of 4-20-1999; Ord. of 9-18-2001; Ord. of 5-4-10(1); Ord. of 3-1-2016)

Sec. 18-39. Suspension or revocation.

- (a) The town council, upon notice and after hearing, for cause, may suspend or revoke any license issued pursuant to this article. The term "cause" shall mean the violation of any license condition, any section of this article, any condition constituting a threat to the public health or safety, or the revocation or suspension of any state or local license that is a condition precedent to the issuance of a license pursuant to this article. The term "cause" shall also include any of the grounds for denying a license application under section 18-35.* Licenses may be temporarily suspended without prior notice and hearing if, in the judgment of the building inspector, the town manager or the town council, the continued operation of the licensed business or activity constitutes an immediate and substantial threat to the public health and safety, provided the

licensee receives written notification of the suspension and the reasons therefor, prior to its taking effect, and a hearing is scheduled as soon as possible thereafter.

*Notwithstanding anything to the contrary in 1 M.R.S.A. § 302, this amendment shall apply to any actions or proceedings pending on the date of its enactment.

- (b) Before the town council conducts a hearing on a suspension or revocation, the town manager will convene an administrative board consisting of the town manager; the police chief; the fire chief; the license administrator; the planning director; a member of the town business community appointed by the town council; and a citizen of the town, not an employee of the town, appointed by the town council, an alternate member of the town business community appointed by the town council; and an alternate citizen of the town, not an employee of the town, appointed by the town council, to discuss with the licensee the situation giving rise to the possible suspension or revocation.
- (c) The purpose of the administrative board will be fact finding with the goal of resolving the situation by proposing a consent agreement with the licensee. If the licensee fails to appear before the administrative board or fails to accept a consent agreement proposed by the administrative board, the license administrator shall recommend to the town council that the license be suspended or revoked, as appropriate.
- (d) Action undertaken by the administrative board will be viewed as advisory to the town council. The town manager will place recommendations on the agenda for the next regular meeting of the town council. The town council will act upon such recommendations in the same manner as used for license hearings.

(Ord. of 6-13-1961, § 5(C); Ord. of 2-16-1988; Ord. of 8-7-2001; Ord. of 9-18-2001; Ord. of 4-15-2008; Ord. of 3-1-2016)

Secs. 18-40—18-65. Reserved.

AGENDA ITEM #8922

Discussion with Action: Amend the Code of Ordinances, Chapter 18, Article V (Parking Lots), Division 1, Sections 18-231 – 18-235; Chapter 38, Article X (Habitation of Temporary Structures and Vehicles), Sections 38-295 – 38-300; Chapter 50, Article IV (Obstruction of Public Places), Sections 50-241, 250, 251. The purpose of all three ordinances is to prohibit or limit people from living and sleeping in vehicles and temporary structures on public and private property.

Chair: Shawn O'Neill

HABITATION OF VEHICLES & TEMPORARY STRUCTURES, DRAFT ORDINANCES INFORMATION SHEET 12.2025

1. What's the purpose of the ordinances?

The purpose of all three ordinances is to prohibit or limit people from living and sleeping in vehicles and temporary structures on public and private property.

2. What are vehicles and temporary structures?

For the purposes of the proposed ordinances, vehicles and temporary structures have specific meanings:

- A vehicle is anything used to transport a person including cars, trucks, trailers, RV's.
- A temporary structure is a portable structure such as a tent, canopy, tarp, and storage container.

3. You mention three ordinances, what are they and can you explain the difference?

A. Ch. 18, Art V. This ordinance prohibits living and sleeping in vehicles and temporary structures in commercial parking lots. It's quite simple and direct- there's a definition section, a section that has the specific prohibition language, and violation and enforcement sections.

B. Ch. 38, Art X (new article). This ordinance prohibits or limits living and sleeping in vehicles and temporary structures in OOB, including private property. There are several exemptions, including campgrounds and a 15 day period guests of a property owner can camp on the property owner's land.

C. Ch. 50, Art IV. The ordinance prohibits or limits living and sleeping in vehicles and temporary shelters on public land. Also, there is a standard related to igniting fires on public land (see 50-250 3). There are several exemptions, including temporary shelters on the town beach between 5 AM and 2 AM.

4. Speaking of exemptions, are there any uses or activities, such as campgrounds, exempt from the proposed ordinances?

Yes, the amendments to Ch. 38 and 50 have exceptions including:

- Licensed campgrounds
- Guests on private property for no more than 15 days each calendar year
- Shelters on the beach between 5 am and 2 am only
- Vehicles parked or stored as long as they are not used for habitation
- Events sponsored by the town

5. Who is responsible for enforcement?

The Police Dept is responsible for enforcing the three ordinances.

6. What about homeless folks?

Because the ordinances include language that prohibits sleeping in public places, one of our considerations was if the ordinance would violate the constitutional rights of homeless people. After researching federal case law and US Supreme Court decisions, we believe that if challenged a court would likely find the ordinances are not anti-homeless because the language does not target a specific class of people and does not criminalize the status of a person who is homeless.

7. Do the ordinances include any licensing, permitting, municipal review standards?

These ordinances do not include specific permitting or licensing language; although, to qualify for an exemption the use of a vehicle or temporary structure must be part of an event or activity sponsored or approved by the town or be within a licensed campground.

Amendments to Ch. 18, Art V Parking Lots (Council Draft)
Underlined language is new, ~~strikethrough~~ language is removed.

DIVISION 1. – GENERALY

Sec. 18-231. – Purpose.

The purpose of this Division is to prohibit licensed operators of parking lots from allowing occupancy by a person, for the purposes of habitation, temporary structures or vehicles in a licensed parking lot.

Sec. 18-232. – Definitions

Terms and words as used in this Division and not specifically defined are intended to have their commonly accepted meaning. The following words, terms and phrases, when used in this Division, shall have the meanings ascribed to them in this Division, except where the context clearly indicates a different meaning:

Habitation means a space occupied by a person for living, sleeping or cooking.

Occupy means the act, state, or condition of residing in, on or under something.

Person means a human being or an entity (such as a corporation) that is recognized by law and given certain legal rights and duties of a human being. For the purposes of this definition, person is used in the singular and plural.

Temporary Structure means a portable, or easily moveable structure or shelter which does not conform to the structural standards of the town building code. For the purposes of this Division a Temporary Structure includes but is not limited to a tent, canopy, tarp, and storage container.

Vehicle means any conveyance used in transporting a person or things by land, water, and air. For the purposes of this Division a Vehicle includes, but is not limited to cars, trucks, sport utility vehicles, trailers and recreation vehicles such as motorhomes, travel trailers, fifth wheel trailers, truck campers, campers, van conversions.

Sec. 18-233. – Habitation of temporary structures and vehicles in a parking lot.

No licensed operator of a parking lot shall allow a person to occupy, for the purposes of habitation, a temporary structure or vehicle while it is parked in a licensed parking lot.

Sec. 18-234. – Violations

Any licensed operator of a parking lot that violates this Division commits a violation punishable by a civil penalty as provided in Old Orchard Beach Code of Ordinances, Chapter 1, Section 1-14.

Sec. 18-235. – Enforcement

The enforcement of this Division shall be with the police department of the town.

Secs. 18-234 6 -18-255. - Reserved.

**Amendments to Ch. 38, New Article X – Habitation of Temporary Structures and Vehicles
(Council Draft)**

Underlined language is new

ARTICLE X. – HABITATION OF TEMPORARY STRUCTURES AND VEHICLES

Sec. 38-295. – Purpose.

The purpose of this Article is to prohibit occupancy by a person, for the purposes of habitation, temporary structures or vehicles in the town.

Sec. 38-296. – Definitions

Terms and words as used in this Article and not specifically defined are intended to have their commonly accepted meaning. The following words, terms and phrases, when used in this Article, shall have the meanings ascribed to them in this Article, except where the context clearly indicates a different meaning:

Habitation means a space occupied by a person for living, sleeping or cooking.

Occupy means the act, state, or condition of residing in, on or under something.

Person means a human being or an entity (such as a corporation) that is recognized by law and given certain legal rights and duties of a human being. For the purposes of this definition, person is used in the singular and plural.

Temporary Shelter means a portable or easily moveable physical object such as a tent, canopy, umbrella, or sunshade.

Temporary Structure means a portable or easily moveable structure or shelter which does not conform to the structural standards of the town building code. For the purposes of this Article a Temporary Structure includes but is not limited to a tent, canopy, tarp, and storage container.

Vehicle means any conveyance used in transporting a person or things by land, water, and air. For the purposes of this Article a Vehicle includes, but is not limited to cars, trucks, sport utility vehicles, trailers and recreation vehicles such as motorhomes, travel trailers, fifth wheel trailers, truck campers, campers, van conversions.

Sec. 38-297. – Habitation of temporary structures and vehicles prohibited

- (a) It shall be unlawful for any person to occupy a temporary structure or vehicle for the purposes of habitation.

Sec. 38-298. – Exemptions

Exemptions from this Article include the following:

- (a) Campgrounds duly licensed under Old Orchard Beach Code of Ordinances, Chapter 18.
- (b) It shall be permissible for a person to allow a bona fide guest to occupy their property in a temporary structure or vehicle adjacent to such person's dwelling for a period of time not to exceed 15 calendar days all within the same calendar year unless granted more time by the town council, provided that the person occupying such dwelling shall have granted permission to the person occupying the temporary structure or vehicle to use the householder's toilet facilities.

- (c) It shall be permissible to occupy temporary shelters, erected on the town beach between 5:00am and 2:00am each day. Such temporary shelter must be removed from the public beach between 2:00am and 5:00 am each day.
- (d) A vehicle parked or stored in the town, provided that it shall not be used for habitation purposes during such time it is so stored or parked and provided, moreover, that it shall not be a nuisance, does not constitute a fire hazard, and does not violate other Chapters in the Old Orchard Beach Code of Ordinances.
- (e) Events and activities conducted, sponsored or approved by the town.

Sec. 38-299. – Violations

Any person that violates this Article commits a violation punishable by a civil penalty as provided in Old Orchard Beach Code of Ordinances, Chapter 1, Section 1-14.

Sec. 38-300. – Enforcement

The enforcement of this Article shall be with the police department of the town.

Secs. 30-301 – 30-315. - Reserved.

Amendments to Ch. 50, Article IV – Obstruction of Public Places (Council Draft)

Underlined language is new, ~~strikethrough~~ language is removed.

Sec. 50-241. - Definitions.

Habitation means a space occupied by a person for living, sleeping or cooking.

Occupy means the act, state, or condition of residing in, on or under something.

Person means a human being or an entity (such as a corporation) that is recognized by law and given certain legal rights and duties of a human being. For the purposes of this definition, person is used in the singular and plural.

Temporary Shelter means a portable or easily moveable physical object such as a tent, canopy, umbrella, or sunshade.

Temporary Structure means a portable, or easily moveable structure or shelter which does not conform to the structural standards of the town building code. For the purposes of this Article a Temporary Structure includes but is not limited to a tent, canopy, tarp, and storage container.

Vehicle means any conveyance used in transporting a person or things by land, water, and air. For the purposes of this Article a Vehicle includes, but is not limited to cars, trucks, sport utility vehicles, trailers and recreation vehicles such as motorhomes, travel trailers, fifth wheel trailers, truck campers, campers, van conversions.

Sec. 50-250. – Use of public land

- (1) No person shall occupy a temporary structure or vehicle for the purposes of habitation on public land.
- (2) No person shall occupy public land for the purposes of habitation.
- (3) No person shall ignite or maintain a fire on public lands or parks without first receiving written permission/special event permit from the town and a burn permit from the fire department. This Section shall include portable cooking devices that utilize wood, wood pellets, charcoal or similar fuels. (Note: a burn permit for use on public land must be obtained directly from the fire department and not an on-line service. On-line permits will still be valid for use on private property).
- (4) No person shall erect a tent, canopy or other temporary structure on public land without obtaining written permission/special event permit from the town.

Sec. 50-251. – Exemptions

Exemptions from this Article include the following:

- (1) It shall be permissible to occupy temporary shelters, erected on the town beach between 5:00am and 2:00am each day. Such temporary shelters must be removed from the public beach between 2:00am and 5:00 am each day.
- (2) A vehicle parked or stored in the town, provided that it shall not be used for habitation purposes during such time it is so stored or parked and provided, moreover, that it shall not be a nuisance, does not constitute a fire hazard, and does not violate other Chapters in the Old Orchard Beach Code of Ordinances.
- (3) Events and activities conducted, sponsored or approved by the town.

Secs. 50-250 2 —50-270. - Reserved.

AGENDA ITEM #8923

Discussion with Action: Authorize the Town Manager to enter into the Animal Shelter Agreement for Fiscal Year 2027 with the Animal Welfare Society for the purpose of providing shelter for stray and lost domesticated companion animals located within the Town of Old Orchard Beach, in the amount of \$13,856.86 from account #20131-50310 Service Contracts Expense.

Chair: Shawn O'Neill



ANIMAL SHELTER AGREEMENT, OLD ORCHARD BEACH

This agreement (the “Agreement”) is by and between the Animal Welfare Society, Inc., a non-profit corporation organized and existing under the laws of the State of Maine (herein-after “AWS”), Old Holland Road, West Kennebunk, Maine and the Town of OLD ORCHARD BEACH Maine (hereafter “Municipality”) (collectively, “Parties”). The terms of this Agreement shall take effect on July 1, 2026 and shall remain in effect through June 30, 2027.

WHEREAS, Municipality is required under the laws of the State of Maine to provide shelter at a State licensed animal control shelter (7 M.R.S. § 3949) for stray and lost domesticated companion animals (hereinafter “Animal” or “Animals”); and

WHEREAS, Municipality is required under the laws of the State of Maine to provide services relating to the humane disposition of said Animals in the event they are not claimed by their owners; and

WHEREAS, AWS operates an animal shelter as defined in 7 M.R.S. §3907, which is a suitable facility for the housing and/or disposition of said Animals (hereinafter, the “Shelter”) but is not a suitable facility for the housing and/or disposition of any living, sentient creature that is not an Animal;

NOW THEREFORE, the Parties hereby agree as follows:

1. AWS will confine such Animals as may be delivered to it by an authorized agent of the Municipality for the legal impoundment period. At the end of this period, AWS will make such a disposition as it seems fit in accordance with 7 M.R.S. §§3912, 3913, *et. seq.* AWS may refuse delivery of any living, sentient creature that, in the sole and exclusive judgment of AWS, is not an Animal.
2. Delivery of said Animals shall be accepted from the Municipality’s Animal Control Officer/Police from 7:30 a.m. to 4:30 p.m., Sunday through Saturday (“Regular Business Hours”). Police and/or Animal Control Officer will be issued a key to an after-hours holding room at the Shelter. Persons may deliver Animals found within the boundaries of the Municipality to the Shelter during Regular Business Hours. Animals delivered to AWS by Municipality’s Animal Control Officer or Police after hours shall be placed by the person delivering the Animal in pens, kennels, or crates made available in the holding room by AWS for that purpose, to the extent such materials are available to AWS. It is the responsibility of the Police and/or Animal Control Officer delivering an Animal after hours to provide bedding, food, and water for said Animal as supplied by AWS, to the extent such materials are available to AWS. Where delivery of one or more Animals by the Municipality’s Animal Control Officer or Police renders the Shelter unable to humanely confine such Animals in the holding room, the delivering Animal Control Officer or

Police shall communicate with designated AWS personnel prior to delivery to verify AWS's ability to confine such Animals. AWS alone retains sole discretion to refuse delivery of one or more Animals where such delivery renders AWS unable to provide appropriate housing and/or disposition of delivered Animals.

3. Police and Animal Control Officers shall take a stray or lost Animal to its owner, if known, or, if the owner is unknown, to the Shelter. Municipality agrees that all Animals apprehended and seized within the boundaries of the Municipality and delivered to the Shelter shall be under the exclusive control and custody of AWS. Moreover, Municipality agrees that AWS shall have the undisputed right, consistent with the laws of the State of Maine, to humanely dispose of any Animal given into its custody in accordance with State laws and the policies and procedures of AWS.

4. AWS will not accept delivery of any injured Animal that has not received proper veterinary care. Municipality agrees that it shall obtain appropriate veterinary care for injured Animals prior to delivery to AWS. In the event the Municipality delivers an injured Animal to the Shelter without first obtaining appropriate veterinary care, AWS, in its sole discretion, may elect either to refuse acceptance of such Animal or to accept delivery of such Animal and procure the veterinary care it deems necessary and appropriate. Municipality agrees to reimburse AWS for the costs of emergency and required veterinary care within ten (10) days from the receipt of an invoice. At no time will the Municipality deliver any injured Animal to the Shelter during hours other than Regular Business Hours unless Municipality has made prior arrangements with AWS.

5. The Municipality agrees to and shall indemnify and hold harmless AWS for any claims arising out of actions and/or inactions of the Municipality's Police Officers and Animal Control Officers in the capturing, detaining, processing, documenting and delivery of any Animal under this Agreement, and for any violation by the Municipality's Animal Control Officer or Police Officers of the provisions of this Agreement, and of applicable laws or regulations.

6. AWS shall assist Municipality's residents in allowing owned Animals to be claimed during Regular Business Hours. AWS will request proof of payment prior to releasing an Animal to its owner and may collect impoundment fees on behalf of the Municipality. AWS reserves the right to release an Animal without payment or proof of payment of impoundment fees. Impoundment fees collected by AWS on the Municipality's behalf will be forwarded to the Municipality monthly, along with a report of activity. An invoice for contract fee for service will be provided to the Municipality quarterly.

7. AWS may provide rabies quarantine on a space-available basis for a period of at least ten (10) days to stray dogs and cats found within the Municipality, which have bitten residents of the Municipality ("Rabies Quarantine"). Provision for rabies testing, and the costs therein, are the sole responsibility of the Municipality and/or its residents. AWS is not obligated to quarantine privately-owned Animals.

8. Municipality shall be fully responsible for carrying out all enforcement activities required under the laws of the State of Maine and the ordinances of the Municipality, as may be amended. AWS shall not be required to apprehend or seize any Animal found roaming at large.

9. AWS shall make all reasonable efforts to promote Trap, Neuter, Return (“TNR”) for feral cats, and promote caregiver volunteerism and guardianship through the AWS Community Veterinary Clinic. As such, AWS will only accept stray cats as an intake through the Adoption Center, all feral cats as defined by Title 7 3901, Definition 12-E can be brought to the AWS Community Veterinary Clinic during the times listed on the AWS website to accommodate TNR services. Outside of these hours, an authorized Animal Control Officer may bring a feral cat to the AWS Adoption Center as a drop-off for TNR service, in which the Animal Control Officer is expected to pick up the feral cat once service has been completed. AWS will provide proof of Rabies vaccination at the time of pick-up. If a stray cat brought to the AWS Adoption Center under Title 7 3919 is deemed to be a feral cat, AWS will contact the Animal Control Officer to pick up the feral cat as part of TNR services.

10. AWS shall have the sole and exclusive right to determine the responsibility of persons offering to become the owners of unclaimed Animals and the suitability of homes offered and shall have the sole and exclusive right to accept or reject such applicants’ claims to previously unclaimed Animals.

11. Municipality agrees that it shall notify AWS, in writing, of the identities of all of its duly authorized Animal Control Officers. Municipality agrees that it will provide each Animal Control Officer with a copy of the animal control laws of the State of Maine contained in the booklet published by the Maine Animal Welfare Board, the sections of the Municipality’s codes or ordinances which are pertinent to the performance of their duties, and the terms of this Agreement. Animal Control Officers must also be certified as required by 7 M.R.S. § 3947.

12. AWS, its officers, employees, agents, and volunteers shall act in an independent capacity during the term of this Agreement and shall not act or hold themselves out as officers, employees, agents or volunteers of Municipality. Municipality, its employees, agents and representatives shall act in an independent capacity during the term of this Agreement and shall not act or hold themselves out as officers, employees, agents or volunteers of AWS. Nothing in this Agreement shall be deemed by either Party or by any third party as creating a joint venture or partnership between AWS and Municipality.

13. AWS agrees to comply with applicable federal and state laws and regulations in the performance of this Agreement.

14. This Agreement shall not be assigned by either Party, without the prior written approval of the other Party.

15. AWS offers to provide the following services to Municipality at no additional cost to Municipality:

- a. Disposal Services: AWS will accept for disposal stray or lost cats or dogs, dead on arrival, from Animal Control Officers, or duly authorized Police.
- b. Telephone Services: To avoid confusion, AWS will take all telephone inquiries regarding reclaiming an Animal and adopting an Animal. Under special circumstances involving suspected abuse or neglect, the Animal Control/Police Officer(s) may request that they be contacted prior to an Animal being reclaimed by its owner.
- c. Lost and Found Pet Services: AWS staff will take lost and found reports to facilitate the return of pets to their owners.

16. For services provided by AWS to Municipality under this Agreement or under applicable law, the Municipality agrees to pay AWS the total sum of \$13,856.86, which is based on \$1.46 per capita/per year, of the Municipality's population.

Fee Calculation: 9,491 population x \$1.46 per capita = \$13,856.86

17. This Agreement represents the entire agreement between the Parties and no oral or prior written matter shall have any force or effect. No amendment shall be effective without prior express written approval signed by both Parties. Neither Party shall be bound by any conditions not expressly stated in this Agreement.

18. This Agreement is binding upon, and shall inure to the benefit of the heirs, assigns and successors in interest of the Parties hereto.

19. If any provisions of this Agreement shall be adjudged to be invalid or unenforceable by final judgment of a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity of the Agreement and the remaining provisions of the Agreement shall be construed as if not containing such provision and, thereafter, the rights and obligation of the parties shall be construed and enforced under the remaining provisions of the Agreement.

20. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Maine.

21. The fees noted in Paragraph 16, above, shall cover all boarding for Animals delivered to AWS and held other than those pending court proceedings. In the case of seizures due to cruelty and/or neglect, costs and fees for animal care are the Municipality's responsibility. AWS fee schedules are available upon request.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on their behalf, in duplicate counterparts, as of the date first above written.

TOWN OF OLD ORCHARD BEACH, MAINE

By: _____ Witness: _____

Printed Name: _____ Printed Name: _____

Its: _____

THE ANIMAL WELFARE SOCIETY, INC.

By: _____ Witness: _____

Printed name: Astrid Wielens Printed Name: Alex Reissfelder

Its: Interim Executive Director

Quarterly Payment Schedule:

1st Payment due date:	July 1, 2026	Amount:	\$3,464.21
2nd Payment due date:	October 1, 2026	Amount:	\$3,464.21
3rd Payment due date:	January 1, 2027	Amount:	\$3,464.22
4th Payment due date:	April 1, 2027	Amount:	\$3,464.22

Total \$ 13,856.86

Date Contract Mailed to Municipality: _____

Date Contract Received back by AWS: _____

AGENDA ITEM #8924

Discussion with Action: Vote on the Settlement Agreement between Dominator Golf, LLC v. Town of Old Orchard Beach, Karen L. Fortier, George Greene.

Chair: Shawn O'Neill

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is made and entered into and effective as of this _____ day of _____, 2025 (the “Effective Date”) by Dominator Golf, LLC (“Dominator” and/or “Releasor” and/or “Plaintiff”), as to any and all present claims against The Town of Old Orchard Beach (the “Town”), Karen Fortier (“Fortier”), and George Greene (“Greene”). For purposes of this Agreement, Dominator, the Town, and Greene, may be referred to as a “Party” and collectively referred to as “the Parties.” Although the Agreement identifies Fortier as a releasee, she is not considered a party to this Agreement.

WHEREAS, Plaintiff alleges that on or about March 31, 2023, the Town Assessing department, through Greene and Fortier, improperly entered and inspected for assessing purposes the interior of the property located at 69 Wild Dunes Way, Old Orchard Beach, Maine (the “Premises”);

WHEREAS, Plaintiff filed a lawsuit against Defendants the Town, Greene, and Fortier alleging certain claims, which is currently pending in the York County Superior Court, entitled *Dominator Golf, LLC v. Town of Old Orchard Beach et al.*, YORSC-CV-2025-24 (the “Action”);

WHEREAS, the Parties wish to avoid the expense, delay, inconvenience, and uncertainty of protracted litigation; and,

WHEREAS, after mediation, and approval of a Binding Agreement of Settlement Terms, the Parties have reached an agreement to settle and resolve the Action;

NOW THEREFORE, in consideration of the promises and agreements contained in this Agreement, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Plaintiff agrees as follows:

1. Payment of Settlement Funds. The Town, through its insurer, shall pay Plaintiff the sum total of Seventeen Thousand Five Hundred Dollars (\$17,500.00) within twenty-one (21) days of the execution of this Agreement and receipt of a W9;

2. Release. In consideration of the above-mentioned settlement and other valuable consideration received, the sufficiency of which is expressly acknowledged and received, the Releasor, on behalf of itself and its owner(s), member(s), officer(s), employee(s), agents, representatives, as well as its successors and assigns, hereby agrees to release, acquit and forever discharge the Town, Greene, and Fortier and their representatives, agents, employees, officers, managers, elected officials, heirs, spouses, as well as their insurers, including, but not limited to, The Charter Oak Fire Insurance Company, and their successors and assigns (collectively, the “Releasees”), from all causes

of action, damages, obligations, claims, debts, demands, covenants, contracts, promises, agreements, liabilities, costs, attorneys' fees, actions or liability of any nature whatsoever, whether known or unknown, which they now have or ever had against them, from the beginning of the world and time to the date of their signing of this Agreement, whether arising in law or in equity or otherwise, whether known or unknown, foreseen or unforeseen, that were asserted in the Action, including claims that could have been asserted in the Action, and/or arising out of or in any way relating to the subject matter of the Action.

3. Dismissal of Lawsuit; Costs and Fees. Upon receipt of the payment set forth above, the Parties represent and agree that they shall dismiss the pending Action and shall file a motion to dismiss the Action with prejudice and no assessment of costs or attorney fees for any part to the Action. In accordance with the motion to dismiss, Plaintiff, and all Parties to the Agreement, shall agree to bear their own attorneys' fees, costs, and expenses in connection with this Action.

4. Defense and Indemnification. Upon receipt of the payment set forth above, Plaintiff agrees to hold the Releasees harmless from, and to defend and indemnify against any now pending or subsequently initiated suits, claims, judgments, or expenses of any kind, including without limitation, contribution or indemnification, by any person or organization (or subrogation by an insurer of any such person or organization) on account of judgment, assertion of settlement of any claims asserted by or on behalf of any Releasors as a result of the claims, costs, injuries, or damages allegedly sustained by Releasors or in any way related to claims raised or which could have been raised in the Action. Without limiting the foregoing, this defense and indemnity agreement expressly applies to any claim asserted by the current owner of the Premises for tax abatement by Daniel J. Pugliares, having been deeded the Premises on or about June 20, 2023, from Plaintiff through Domenic Pugliares (the owner of Plaintiff) and Serena Pugliares, to the extent the abatement application asserts improperly obtained information contained within the property card as a result of the inspection occurring on or about March 31, 2023.

5. Town Website. The Town agrees to place on its website, on the code enforcement department and tax assessing pages, the following language:

Assessing Page:

Notice to Owner: If the Assessing department wishes to inspect the interior of your property, you or your designated agent must be asked to grant permission for the interior inspection. Allowing or declining to allow the Assessing department to inspect the interior of your property is at the owner's or its designated agent's discretion, unless otherwise authorized by court order. If you have any questions regarding this process, please contact Assessing or the Town Manager's office.

Code Enforcement Page:

If the assessing department also wishes to inspect the interior of your property by accompanying the Code Enforcement Officer on a code inspection, you or your designated agent must be asked to grant permission for Assessing to conduct the interior inspection. Allowing or declining to allow the Assessing department to inspect the interior of your property is at the owner's or its designated agent's discretion, unless otherwise authorized by court order. If you have any questions regarding this process, please contact Assessing or the Town Manager's office.

These notices shall not be removed or altered unless ordered to be removed or altered by the legislative body of the Town. However, nothing shall prohibit the Town from adding additional information or guidance to either page. Additional language may include, by way of example and not limitation, notice to property owners of statutory requirements for assessing, or the options of Assessing to seek an administrative inspection warrant, to estimate the value based on any exterior observations, or send a formal request pursuant to 36 M.R.S.A. §706-A.

6. Governing Law. This Agreement shall be construed, governed, interpreted, and applied in accordance with the laws of the State of Maine, without regard to conflict of law principles.

7. Compromise of Disputed Claims. The Parties understand that this Agreement is the compromise of disputed claims, and that the settlement is not to be construed as an admission of liability on the part of any Party, by whom liability is expressly denied.

8. Additional Warranties.

A. The Parties warrant that no promise or agreement not herein expressed has been made; that the Parties did not rely upon any statement or representation made by any other Party to this Agreement or by said Party's agents, servants, employees or attorneys, but relied solely upon its own judgment with advice of legal counsel that the above-mentioned consideration is received in full compromise, settlement and satisfaction of all the aforesaid claims and demands whatsoever; no promise for other or further consideration has been made; that the consideration expressed herein is the sole consideration for this Agreement; and such consideration is contractual and not a mere matter of recital.

B. In entering into this Agreement, the Parties represent that they have the full right, power, and authority to execute, deliver and perform under this Agreement; that this Agreement constitutes a legal, valid, and binding obligation, enforceable in accordance with its terms; that no consent, approval, authorization, or notice to or from any person or entity is required or necessary for this

Agreement's execution or performance; and that no Party has assigned, conveyed, or otherwise transferred any claims, causes of action, or rights arising out of or in any way based upon the subject matter of this Agreement.

C. The Parties have made such investigation as they deem necessary and declare that the terms of this Agreement are fully understood and voluntarily accepted by them. This Agreement is freely and voluntarily executed by the Parties after each has been apprised of all relevant information pertaining thereto and after expressly indicating that no further information is required in order to provide informed consent to the terms and conditions of this Agreement.

D. The Parties agree that the provisions of this Agreement are severable such that the valid provisions shall survive in full force and effect in the event any one or more provisions are determined to be invalid and unenforceable by an arbitrator or court of law.

E. Plaintiff understands and acknowledges that Defendants have not made any warranty or representation as to the tax consequences of this Settlement Agreement and each of the Parties agrees and acknowledges that they are relying on their own legal and/or tax advisors with respect to any tax related aspects of this Settlement Agreement.

F. This Agreement is the entire agreement among the Parties and fully supersedes and replaces any and all prior and contemporaneous agreements, contracts, representations, warranties, promises or understandings, of any kind, among the Parties. No modification, amendment, or waiver of any of the provisions of this Agreement shall be effective unless in writing and signed by the Parties. Furthermore, the lack of signature from Greene shall not serve to invalidate this Agreement. The Agreement is effective as among the Parties without the signature of Greene.

G. The Parties acknowledge that this Agreement is the result of good faith negotiations among the Parties through its/their respective counsel; that the Parties and their counsel have carefully reviewed and examined this Agreement before execution; the Parties have consulted with their counsel regarding the meaning and significance of the Release contained in this Agreement; by signing this Agreement, the Parties are not relying on any representation by any other Party except as otherwise set forth in the Agreement; any rule of construction that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement; and this Agreement shall not be interpreted as characterizing any Party as a prevailing party for any purpose.

H. This document may be executed in counterparts and that each of which shall be considered an original but all of which together shall constitute one and the same instrument.

9. Headings. The headings contained in this Agreement are for reference purposes only and shall not affect the interpretation of this Agreement.

IN WITNESS WHEREOF, the Parties have read and agree to be bound by the above terms and conditions and have entered into this Agreement effective as of the date first written above.

Dominator Golf, LLC

DATE

By:
Its:

The Town of Old Orchard Beach

DATE

By:
Its:

AGENDA ITEM #8925

Discussion with Action: Amend the Town of Old Orchard Beach Parking Permit Policy 23-1, to include a \$40 Resident Senior Citizen parking permit and amend the Schedule of Fees to include the \$40 Resident Senior Citizen parking permit.

Chair: Shawn O'Neill

**TOWN OF OLD ORCHARD BEACH
TOWN COUNCIL POLICY 23-1
PARKING PERMITS**

The Town Council has established the following Policy for the issuance of and charges for Municipal Parking Permits.

Parking Permit types:

1. \$50 Residential Permit
2. \$75 Residential Permit
3. \$150 Non-Resident Permit
4. \$300 Non-Resident Permit
5. \$100 Temporary Permit
6. Staff Parking Permit
7. \$1,000 Non-Resident Permit
8. \$40 Senior Citizen Discounted permit.

1) \$50 Residential Permit

Resident Eligibility:

- 1) Individuals who register their car in Old Orchard Beach, who presently live in town;
- 2) Individuals who register their car in Old Orchard Beach who pay real estate taxes;
- 3) Individuals who pay real estate taxes, and who live in their homes for the summer season.

Applicants must provide a driver's license, as well as a vehicle registration for each vehicle.

Parking:

Includes Milliken Street Municipal Parking lot; Memorial Park Municipal Parking Lot; front parking lot and back parking lot of Town Hall, including Veteran's Square. Parking at Town Hall and Veteran's Square is limited to after Town Hall business hours. Business hours are Monday, Wednesday, Thursday and Friday, 8 a.m. to 4 p.m. and Tuesday 8 a.m. to 6 p.m

Limit of two permits purchased per household, with two license plate numbers authorized per permit (total of four vehicles). If the resident did not add a second license plate number allowed per permit, at the time of purchase, they can go online to create a user name/password, and make the addition, or come into the Town Clerk's

Office. Once the two license plate numbers are entered, it is non-transferable. Both vehicles on a permit may be parked in the municipal lots at the same time.

2) \$75 Residential Permit

Resident Eligibility:

- 1) Individuals who register their car in Old Orchard Beach, who presently live in town;
- 2) Individuals who register their car in Old Orchard Beach who pay real estate taxes;
- 3) Individuals who pay real estate taxes, and who live in their homes year-round.

Parking:

Includes Milliken Street Parking lot; Memorial Park Parking Lot; on-street parking meters six -hours, the front and back parking lots of Town Hall, including Veteran's Square. Parking at the Town Hall and Veteran's Square is limited to after Town Hall business hours. Business hours are Monday, Wednesday, Thursday and Friday, 8 a.m. to 4 p.m. and Tuesday 8 a.m. to 6 p.m.

Limit of two permits purchased per household, with two license plate numbers authorized per permit (total of four vehicles). If the resident did not add a second license plate number allowed per permit, at the time of purchase, they can go online to create a user name/password, and make the addition, or come into the Town Clerk's Office. These Parking Permits are interchangeable. Both vehicles on a permit may be parked in the municipal lots and parking meters at the same time.

3) \$150 Non-Resident Permit

No residency restrictions.

Parking:

Milliken Street Municipal Parking Lot.

Each permit allows for one license plate number, but is interchangeable. Applicants must provide a vehicle registration to purchase.

4) \$300 Non-Resident Permit

No residency restrictions.

Parking:

Milliken Street Municipal Parking Lot, and includes overnight parking.

Each permit allows for one license plate number, but is interchangeable. Applicants must provide a vehicle registration to purchase.

5) \$100 Temporary Permit

No residency restrictions.

Parking:

Milliken Street Municipal Parking Lot, and includes overnight parking. Each permit is purchased for seven consecutive days, and allows for one license plate number, but is interchangeable. Applicants must provide a vehicle registration to purchase.

6) \$1,000 Non-Resident Permit

No residency restrictions.

Parking:

Includes Milliken Street Parking lot, allowing overnight parking; Memorial Park Parking Lot; on-street parking meters six -hours, the front and back parking lots of Town Hall, including Veteran's Square. Parking at the Town Hall and Veteran's Square is limited to after Town Hall business hours. Business hours are Monday, Wednesday, Thursday and Friday, 8 a.m. to 4 p.m. and Tuesday 8 a.m. to 6 p.m.

Each permit covers two license plate numbers. If the purchaser did not add a second license plate number allowed per permit, at the time of purchase, they can go online to create a user name/password, and make the addition, or come into the Town Clerk's Office. These Parking Permits are interchangeable. Both vehicles on a permit may be parked in the municipal lots and parking meters at the same time.

7) Staff Permits:

Parking:

Front and back of Town Hall, including Veteran's Square. Permit is valid during work hours only.

Each employee operating a motor vehicle or motorcycle to work shall give the Human Resource Director or Town Manager's Office their vehicle registration for the digital permit system.

Staff Permits are valid only while the individual is employed.

8) \$40 Senior Citizen discounted Permits:

Resident Eligibility:

Individuals who are 65 years of age or older during the calendar year of purchase must provide a Maine Driver's License and Maine Vehicle Registration both showing their physical address in Old Orchard Beach, and will be used to determine the qualifications of the applicant.

Limit of one permit purchased per household, with one license plate number authorized. Permit is non-transferrable.

Parking:

Includes Milliken Street Parking lot; Memorial Park Parking Lot; on-street parking meters six -hours, the front and back parking lots of Town Hall, including Veteran's Square. Parking at the Town Hall and Veteran's Square is limited to after Town Hall business hours. Business hours are Monday, Wednesday, Thursday and Friday, 8 a.m. to 4 p.m. and Tuesday 8 a.m. to 6 p.m.

GENERAL INFORMATION:

- Permits shall be digital. All permits for which a fee is charged shall be issued by the Town Clerk's Office. Permits are valid from May 1st the Friday before Memorial Day through Labor Day of each year, except the \$300 permit, which expires on October 31st.
- Only the \$300 Non-Resident Parking Permit, the \$1,000 Non-Resident, and the \$50 \$100 Temporary permit authorize overnight parking, and that is the Milliken Street Municipal Parking Lot only.
- All permits are non-refundable.
- All permits are subject to availability in the parking lots.
- The Town reserves the right to restrict parking for events approved by the Town Council, or meetings at Town Hall.
- Permits issued under this policy are personal and not transferable. If the Town Clerk determines that a permit has been sold or otherwise transferred, the Clerk shall immediately void the permit and the permit fee shall be forfeited to the Town.
- Parking Meters and Pay Stations shall be considered the same for the purposes of this policy.
- Permit holders are required to follow all traffic regulations.

Adopted 02/07/2023

Amended 12/05/2023--changed end date to after Labor Day and changing the \$75 permit to eliminate the two hours on Old Orchard Street and changing the four-hours at all other meters to six hours.

Amended 03/04/2025—changed fee for Temporary Permit from \$50 to \$100; added a NR \$1,000 permit; added Veteran's square to the Town Hall parking.

APPENDIX A

SCHEDULE OF LICENSE, PERMIT AND APPLICATION FEES¹

APPENDIX A SCHEDULE OF LICENSE, PERMIT AND APPLICATION FEES

Amend by adding the language highlighted in yellow:

Resident and non-resident Parking Permits: Payment of parking permits does not guarantee a parking space is available.	\$50.00 per residential parking permit for Milliken Street/Memorial Park municipal parking lots, and Town Hall after hours and on weekends. (Amended 3/1/22)
	\$75.00 per residential parking permit for Milliken Street/Memorial Park municipal parking lots, Town Hall parking lots after hours and on weekends and all parking meters and pay stations and pay by app (per permit) (Amended by adding 3/7/17; Amended 3/1/22)
	Residential parking permits are limited two per household
	\$150.00 per nonresidential parking permit for Milliken Street municipal parking lot. Does not include overnight parking. (Amended 2/7/12; Amended 3/1/22)
	\$300.00 per nonresidential permit, for overnight parking in the Milliken Street municipal lot only, (Amended by adding 10/21/14; Amended 3/1/22)
	\$100.00 nonresidential parking permit, seven consecutive days, parking in Milliken Street parking lot only, allows overnight parking. (Amended by adding 3/1/22; Amended 3/4/25)
	\$1,000.00 nonresidential parking permit includes Milliken Street Parking lot, allowing overnight parking; Memorial Park Parking Lot; on-street parking meters six -hours, the front and back parking lots of Town Hall, including Veteran's Square. Parking at the Town Hall and Veteran's Square is limited to after Town Hall business hours. Business hours are Monday, Wednesday, Thursday and Friday, 8:00 a.m. to 4:00 p.m. and Tuesday 8:00 a.m. to 6:00 p.m. (Amended by adding 3/4/25)

\$40 Senior Citizen discounted permit, are for Individuals who are 65 years of age or older during the calendar year of purchase, and must provide a Maine Driver's License and Maine Vehicle Registration both showing their physical address in Old Orchard Beach, and will be used to determine the qualifications of the applicant. Limit of one permit purchased per household, with one license plate number authorized. Permit is non-transferrable. Parking Includes Milliken Street Parking lot; Memorial Park Parking Lot; on-street parking meters six -hours, the front and back parking lots of Town Hall, including Veteran's Square. Parking at the Town Hall and Veteran's Square is limited to after Town Hall business hours. Business hours are Monday, Wednesday, Thursday and Friday, 8 a.m. to 4 p.m. and Tuesday 8 a.m. to 6 p.m.

AGENDA ITEM #8926

Discussion with Action: To award the agreement to HR Maine Consulting, Betsy Oulton, for recruiting services for the Town Manager's position in the amount of \$8,000 from account number 20118-50350 Contingency Expense with a balance of \$152,090.96.

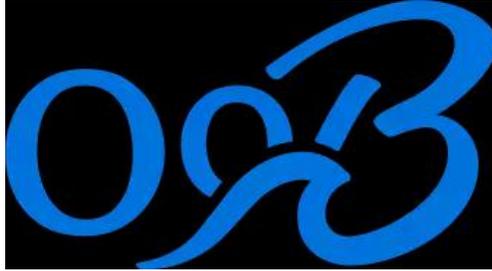
Chair: Shawn O'Neill

Old Orchard Beach Town Manager Search

December 2025

- Meet (virtually) with the Town Council to determine what they are looking for in their next Town Manager and discuss role, if any, of non-Town Council participants.
- Consider a survey/process for receiving general citizen input.
- Update Town Manager Job Description.
- Create Advertisement for Town Manager.
- Posting Recommendations
 - Maine Municipal Association
 - Includes all affiliations
 - NH Municipal Association
 - Massachusetts Municipal Association
 - ICMA
 - Town of Old Orchard Beach Website
 - Indeed
- Length of posting – 30 days.
- Process - HR Maine Consulting (Betsy Oulton) will do the following:
 - Receive, acknowledge, and review all applicant packets
 - Create spreadsheet listing:
 - Candidate name
 - Date candidate applied
 - Current employer
 - Summary of work experience
 - Date Betsy acknowledges receipt of applicant packets
 - Screening interview date
 - In person interview date
 - Status
 - Provide status updates to candidates.
 - Pre-screen applicants and provide recommended candidates for interview.
 - Provide written essay assignment to candidates.
 - Provide list of recommended interview questions to the Committee.
 - Provide list of “what not to ask a candidate” and confidentiality agreements to participants.
 - Set up and facilitate interviews.
- Assist Town Council in preparing and delivering an offer of employment.
- Initiate background process.
- Provide contract for Town Council and legal review.

Proposal: \$8,000.00



Retained Search Proposal



51 Us Route 1 Suite Q1
Scarborough, ME 04074
Cmacareer.com

December 30, 2025
Fran Beaulieu
Director of Human Resources & Communications
Town of Old Orchard Beach

Fran,

SCOPE

CMA will employ its professional search resources to ensure the success of this project while assigning a key contact to your search. They can be on-site for one day or have a conference call to learn the culture and to meet and form relationships with the key personnel. After that, a schedule will be set for regular conferences/meetings to present all candidates and reports of search efforts with the hiring team.

SOURCING

The purpose of this retained search is to create and manage the entire search process, including a pipeline of talent; pre-screening, reference checks, forwarding resumes to management, setting up interviews, negotiating compensation, etc. CMA will provide reference checks when the Client has made a decision to extend an offer to a candidate.

PROCESS

Identify passive and engaged job seekers using a full range of recruitment tactics and resources, including data mining, social networking, referrals, and direct recruiting. Our recruiting team will develop a pipeline via creative cold calling, warm leads, social networking, and consistent communications.

SCREENING

Pre-qualifying candidates to include some or all of the following interview types: phone, in person, or Zoom, to ensure that the Candidate's qualifications meet the requirements of the role along with validating their interest in the position; initiating relocation discussions (if applicable) and also ensuring their salary requirements are in line with the market. Increased candidate vetting/screening is available for certain level positions, which include a three-step interview process of a phone screen, in-person interview, and written exercise.

PRE EMPLOYMENT SCREENING

At the Client's request, CMA will conduct a background and/or drug screen at the time a job offer is made to satisfy the Client's pre-employment screening policy. This service is offered at an additional cost.

Note: It is recommended that criminal background checks are completed post-offer. The widespread best practice is suggested because it reduces the employer's potential liability to unsuccessful applicants.

ASSESSMENT TESTING

Progressive employers are utilizing assessment testing as an important selection criteria in the recruitment of top-quality candidates. To that end, Career Management Associates offers a myriad of online assessment testing. Assessment testing is a valuable tool for employers to benchmark candidates' knowledge base, identify skill gaps, and proactively plan for training needs for new and existing employees. This service is offered at an additional cost.

ADMINISTRATIVE

CMA will edit and/or create an updated job description and will provide a market compensation analysis for the Town Manager role as part of the search agreement at no additional cost. Necessary and reasonable travel costs will be billed separately based upon actual incurred costs upon prior approval.

RETAINED SEARCH AGREEMENT

The Town of Old Orchard Beach (The "Client"), by the signature of an individual duly authorized to bind the Client, hires CMA-Career Management Associates (the "Company" or "CMA") to conduct a search on behalf of the Client for an individual qualified to fill the position currently called Town Manager (a "Candidate"), according to the following terms and conditions of this Retained Search Agreement (the "Agreement"):

- 1. Terms.** This Agreement is effective upon execution by both parties and, unless earlier terminated as provided in this Agreement, shall remain in full force and effect until the Candidate has been successfully placed with the Client and the guarantee noted in Section 6 has expired. Either party may terminate the Recruiting Services (as defined in Section 2) at any time with or without cause upon thirty (30) days prior written notice to the other party. In such event, the Client shall promptly pay the Company all previously due but unpaid fees and costs.
- 2. Recruiting Services.** Upon receipt from the Client of the Search Assignment document provided by Company, including a completed description of the qualifications and duties of the successful Candidate and the major benefits of the position, the Company will commence to search for, screen, and evaluate potential Candidates as described in this Agreement (the searching, screening, and evaluation process is referred to below as "Recruiting Services"). The Company will present to the Client for interviews and evaluation potential Candidates whom the Company believes meet the Client's criteria. The Client will make all hiring decisions.
- 3. Exclusivity.** The Company shall be the Client's exclusive recruiting agent for Candidates. If, during the term of this Agreement, the Client becomes aware of any potential Candidate(s) (whether by referral, from a third party, or through the Client's internal recruiting efforts (including Candidates already employed by Client)) the Client shall refer such potential Candidates to the Company for screening and evaluation in the same manner as potential Candidates identified by the Company. Regardless of whether these individuals are interviewed and evaluated by the Company or not, they shall be deemed Candidates presented by the Company for purposes of this Agreement. In the event any such potential Candidate is hired within 1 year of the termination or expiration of this Agreement, the Client shall promptly pay the Company the Placement Fee (defined below) as if the Company were the source of the referral.

4. **Fees.** In return for the Company's provision of the Recruiting Services, the Client shall pay the Company fees in an aggregate amount equal to 20% of the 1st year annual projected gross cash compensation to be earned by a Candidate (the "Search Fee") to be paid in the following manner:
 - a. **Retainer Fee.** The Client will pay the Company one-third (1/3) of the Search Fee as a non-refundable retainer ("Retainer"), which is due upon the signing of this Agreement.
 - b. **Candidate Fee.** The Client will pay the Company a non-refundable one-third (1/3) of the Search Fee immediately following the presentation of two (2) pre-screened, qualified Candidates agreed to by the Client.
 - c. **Placement Fee.** The Client will pay the Company the balance of the Search Fee immediately upon 1st day of hire of the Candidate with the Client (the "Placement Fee").
 - d. **Other.** The Client shall also pay the Company, as billed, all necessary and reasonable travel costs incurred by the Company in performing the Recruiting Services.
 - e. **Misc.** When a candidate accepts an offer from the Client, the Client shall promptly inform the Company and notify the Company of the Candidate's hire date.

5. **Additional Hires.** If the Client or any of its divisions, subdivisions, or affiliates hires one or more individuals presented in connection with the Search Assignment for a position other than that specified in the Search Assignment, the Client shall pay the Company a fee equal to 18% of each such person's projected first-year total gross cash compensation at the time of such hire.

6. **Company's Guarantee.** The Company will use its best efforts to identify and refer qualified potential Candidates to the Client. Any Candidate(s) submitted to the Client for interview and placement under this Agreement will meet or exceed the qualifications set forth in the Search Assignment. Provided the entire Search Fee has been paid in full within thirty days of the successful placement of the Candidate, and there are no outstanding charges owed to Company at that time, the Company extends the following 180-day guarantee:
 - a. Should the Candidate leave or be terminated during the first 180 days of employment for any reason, upon receipt of written notification indicating the facts relating to the termination, the Company will re-open the search once at no cost to the Client. When the Client accepts a new Candidate from the Company, any adjustment in the Search Fee will be based on the difference between the two estimated annual total gross cash compensations, and if the estimated annual total gross cash compensation for the Candidate in the second search is higher, Client shall promptly pay the difference to the Company.

7. **Limitation of Liability.** Although the Company will use its best efforts to investigate potential Candidates, the Company makes no representations as to the background of any Candidate(s). If the Client wants the Company to provide a full background check, Client will fill out a separate background authorization form prior to the Candidate's final screening. Furthermore, the Client acknowledges that it will make the final hiring decision at its own discretion and based upon its own evaluation of the qualifications of the Candidate(s).

Therefore, the Client shall not assert any claim against the Company arising out of the actions or omissions of any Candidate(s) hired by the Company.

8. **Responsibilities of Client.** The Client shall fully and expeditiously consider all Candidates presented by the Company for the position, interview qualified ones thoroughly, and extend offers to those who match the specifications of the Search Assignment. Once the job specifications are created and agreed to, the Client shall not unreasonably change the job specifications, reject qualified Candidates, or delay the hiring process without the Company's prior written consent. At all times, the Client shall act reasonably with regard to facilitating the placement to conclude the Search Assignment.
9. **Disputes.** In the event it becomes necessary to enforce or interpret the terms of this Agreement, the dispute or claim shall be submitted to arbitration in accordance with the Rules of the American Arbitration Association. The award shall include reimbursement to the prevailing party for reasonable attorney's fees, arbitration costs, and other necessary disbursements. Judgment on the award may be entered in any court having jurisdiction thereof.
10. **General.** The undersigned acknowledges that this Agreement is the complete statement of the Agreement and respective obligations of the parties and that all previous discussions and agreements, whether written or oral, are either contained in or superseded by this Agreement. Furthermore, the parties agree that this Agreement cannot be modified other than by a signed writing executed by both parties. This Agreement is personal to the parties and cannot be assigned by either party without the prior written consent of the other party; however, the rights and obligations set forth herein shall inure to the benefit of and be binding upon any successor of the Client whether by merger, sale, reorganization or otherwise. Failure to exercise or enforce any right under this Agreement shall not be construed to be a waiver. All remedies available to either party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any single remedy shall not be deemed an election of such remedy to the exclusion of other remedies. Company is an independent contractor. All obligations under this Agreement that by their nature should survive termination or expiration of this Agreement will survive. All formal notices under this Agreement must be in writing and will be effective upon receipt or refusal. If this Agreement becomes impossible or unnecessary to perform due to circumstances beyond the reasonable control of either party, the Company shall be discharged from completing the search and the Client shall owe nothing further than the amount actually paid to the Company. This Agreement will be construed under the laws of the State of Maine, without regard to its conflict of laws provisions.

SUMMARY

We appreciate your consideration of this proposal and look forward to partnering with you and your team to accomplish these important initiatives. If you have any questions, or require any additional information, please contact Katie Hadiaris at 207-298-0965.

AUTHORIZED SIGNATURE – Town of Old Orchard Beach

The parties hereby consent to the use of electronic signatures in connection with the execution of this Agreement. Facsimile, electronic, and digital copies of this document, including properly executed PDF versions of this document, are regarded as original instruments by the parties, and electronic signatures to this Agreement shall be legally binding with the same force and effect as manually executed signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

INTENDING TO BE LEGALLY BOUND, the parties have executed this Agreement as of _____, 20__.

CMA-Career Management Associates

Town of Old Orchard Beach

(Signature)

(Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

(Date)

(Date)

Disclaimer: Career Management Associates provides human resource consulting. While our consulting will inevitably relate to employment law issues and our consultants are educated and knowledgeable in these areas, our recommendations are not intended as legal advice but rather guidance from a human resource professional. While we make every effort to respect your privacy and protect your sensitive and private information, communications between you and Career Management Associates are most likely not covered by any legal privilege that shields information from disclosure in the event of a claim. Seek the assistance of an experienced employment lawyer for privileged legal advice.



UNIQUE SERVICES IN PUBLIC SECTOR RECRUITMENT

MRI has 35 years of experience with public sector executive recruitments and our record for helping towns and cities select candidates with the right “fit” is impressive. By investing time and energy to learn about the specific challenges of the job and understand the personality of the community, we can identify candidates with the right blend of management skill, leadership style, values, philosophy, and approach to ensure a “fit” for success and long tenure. Although our focus is New England, we have provided services to more than 750 municipalities throughout New England and beyond. We use this “reach” to benefit our clients. In conducting recruitment and selection services, we endeavor to do more than merely match candidates to job openings:

- We profile *your* community in a way that highlights the unique attributes that make it a desirable opportunity for potential candidates.
 - We work closely with you to understand the leadership and management aspects of the position that may be unique to your community in order to establish and clarify job expectations.
 - We actively seek out and recruit candidates that we think would be a good match for your community.
 - We work closely with each applicant to help them understand the position requirements and the expectations you have for the successful candidate while keeping them abreast of their status at each step in the selection process.
 - We recognize that the client is not only hiring a senior executive but may very well be bringing an entire family into the community. Consequently, we work with the applicants to enable them to learn as much as possible about the region as well as the client community, and we help the client prepare to support the assimilation of the new manager. We are also careful to ensure that economic expectations and family needs or special circumstances are clearly understood early in the selection process.
 - We stay actively involved through the final selection and formal appointment. Our objective is to initiate and establish long-term, successful relationships between the individuals we help place and our clients.



We understand that every community is different; therefore, every search is different. MRI works hard to understand the intricacies and uniqueness of each client's organization, and then tailors the process to meet their specific needs and expectations.

APPROACH & PROCESSES

Comprehensive Recruitment Package

The following describes the activities we propose to undertake in a **comprehensive** executive recruitment process; typically, we customize the process by adding or deleting steps in order to address specific needs of your community and to fit within your target budget:

1. Meet with the appointing authority and/or search committee to review the recruitment process, receive input toward developing an "**Ideal Candidate Profile and Challenge Statement**" against which all candidates will be screened, and discuss if and how you would like to involve community members and employees in the process. At this meeting, we will also ask for help to:
 - a. Promote the "place" of your community and highlight those special qualities and unique characteristics that will separate your community from others that may be seeking to fill similar positions.
 - b. Identify critical organizational issues and challenges;
 - c. Clarify roles, responsibilities, and expectations for the position;
 - d. Characterize the most desirable management strengths, behavioral styles, personal attributes, and motivating values needed in the ideal candidate to increase the probability of success in the role; and
 - e. Identify the likely issues and opportunities that the next manager must be prepared to address.

This can be accomplished in several different ways including interviews with elected/appointed officials, staff, and surveys. This information gathering process also allows us to develop pertinent essay questions that are specific to your community. *We are also able to establish an e-mail address specifically for your recruitment that allows an opportunity for all members of the community to provide input.* Once approved, the Ideal Candidate Profile and Challenge Statement will be posted on MRI's recruitment website for potential candidates to review.

2. We will work with the appointing authority to develop a timeline for the recruitment process so that the Client and all candidates can plan accordingly.
3. If requested, we will provide a recommended updated position description.

4. We will develop ad copy, recommend advertising venues, and coordinate placement of the ads (advertising costs are billed directly to the client unless otherwise agreed). Resumes are typically received for at least 30 days.
5. We will research MRI's database and contact potential candidates from other similar recruitments we have conducted in the past 12 months.
6. We will canvass MRI's professional network to identify and reach out to promising potential candidates to invite their application.
7. We will receive and hold all resumes in confidence until the semi-finalists are chosen for interview. We have found that assured confidentiality will increase the number and quality of applicants rather significantly. We acknowledge receipt of all resumes and keep candidates apprised of their status at each selection point throughout the process.
8. We will provide you with an overview of relevant information about the candidate pool, answer questions, and review selection criterion at each decision point throughout the process.
9. We will establish a team of professional consultants who will screen and review all resumes for minimum qualifications before ranking them against the Ideal Candidate Profile.
10. We will develop a written essay questionnaire to be distributed to the top qualified candidates (generally 15 to 20 candidates), focusing the questions on matters of special relevance to the client's needs or current situation. The questions will be prepared in consultation with the appointing authority. Candidates will have a specified amount of time to respond (typically 10 days), after which our team of consultants will review and rank the responses.
11. After essay responses have been returned, reviewed, and ranked, we conduct a web search of the top candidates (generally 10 to 12) and canvass our consultants, to identify potential issues or controversies in other jurisdictions. Then, two members of our team will conduct telephone interviews with these candidates, placing the focus on current position and reasons for leaving; career history of successes and failures; future personal and professional goals; and their understanding of best practices and contemporary professional thinking in the field. In addition to screening the candidates, this interview provides follow-up to the essay responses and information found in the web searches. It also assists us in determining the verbal communication skills of the candidate and his/her ability to answer questions spontaneously. If we are working with a designated committee, we'll work with the committee to identify those candidates which it would like to interview or, our team will reduce the pool to the top four (4) to six (6) candidates for local interviews with the community's Search/Screening Committee or appointing authority.

12. We will prepare a designated Search/Screening Committee or the appointing authority for interviews and facilitate those interviews with the selected candidates. If working with a Search/Screening Committee, a second round of interviews consists of individual interviews between the appointing authority and the top two to four candidates emerging from the Committee interviews. These interviews are also facilitated by our lead consultant.
13. Following interviews with the finalists, the appointing authority, in consultation with our lead consultant, will determine what, if any, additional steps are needed to arrive at a final selection. In some instances, additional interviews are required, or an onsite “meet-and-greet” with key staff. In others, the final selection is readily apparent, and we move to negotiations immediately.
14. We will assist with the development of terms and conditions of employment, preparation of a conditional offer of employment, and creating a draft of an employment agreement.
15. If the final candidate will be relocating to the community from a significant distance, we may recommend and can coordinate a family visit to the community prior to making a conditional offer of employment.
16. We will complete a comprehensive background investigation on the selected candidate which shall include, but not be limited to, previous employment, and criminal and motor vehicle records checks, finances, references, and interviews with previous employers. In order to protect the client, MRI will not complete a comprehensive background on a candidate before a conditional offer of employment is accepted, unless the Town provides a waiver.

RECRUITMENT “ASSISTANCE” OVERVIEW

In certain situations, MRI is able to offer a Recruitment “Assistance” Package. This package allows the client to leverage MRI’s technical expertise and recruitment administration services without the full level of community and client engagement that is offered in our Comprehensive Recruitment. These packages are based on an hourly rate that blends the usual rate for our administrative recruitment staff with the rate of our lead recruiter(s) assigned to the team. Historically, the cost for an “Assistance” package is less than \$5000.00 (five thousand dollars).

The scope of a typical “Assistance” package can be found below:

1. We can develop ad copy, recommend advertising venues, and coordinate placement of the ads (advertising costs are billed directly to the client unless otherwise agreed). Resumes are typically received for 30 days, and, with the authorization of the client, can be reviewed on a “rolling” basis in order to expedite the hiring process in an extremely competitive hiring environment.

2. We can assist the hiring authority, as desired, throughout the selection and hiring process.
3. We can research MRI's database and contact potential candidates from other similar recruitments we have conducted in the past 12 months.
4. We can canvass MRI's professional network to identify and reach out to promising potential candidates to invite their application.
5. We will receive and hold all resumes in confidence until the semi-finalists are chosen for an interview. We have found that assured confidentiality will increase the number and quality of applicants rather significantly. We acknowledge receipt of all resumes and keep candidates apprised of their status at each selection point throughout the process.
6. We can screen and review all resumes.
7. We can distribute essay questions to the top tier candidates. The essay questions will focus on areas of special interest to the Town.
8. We can conduct a web search of the top candidates and canvass our consultants, to identify potential issues or controversies in other employment situations.
9. We can conduct telephone interviews with the remaining candidates, placing the focus on current position and reasons for leaving; career history of successes and failures; future personal and professional goals; and their understanding of best practices and contemporary professional thinking in the field, and if included essay responses. We forward the submittals of the top candidates to the client for local interviews with the hiring authority.
10. We can assist and prepare a Screening/Search committee and/or the hiring authority for interviews and facilitate those interviews, providing technical input, if desired.

Once a candidate and the client have signed a conditional offer of employment, MRI will perform a comprehensive background investigation on the final candidate. The **comprehensive background is included in the *Comprehensive Recruitment Package* at no extra cost and is offered as an option in an *Assistance Package* for a flat fee of \$1,500.00.**

TENURE GUARANTEE

To the extent that Municipal Resources is engaged to conduct a comprehensive recruitment as described above, we will guarantee to undertake a recruitment and selection process at no expense to the community should the employment relationship, after it is negotiated and documented by an executed employment agreement, be terminated by either party within 12 months. However, no such guarantee shall exist if said termination occurred due to death or catastrophic illness of the selected candidate, or due to the actions of, or encouragement to the selected candidate by a majority of a newly elected Board or Council. There shall be no cost for MRI's recruitment services; however, the Client shall cover the costs associated with advertising and interviews.



FEES

Fees for services are based upon the specific recruitment and selection process that is structured for your unique circumstances. Recruitment **assistance** is offered at an hourly rate of \$115, and **typically costs less than \$5,000**. Since this is not a comprehensive recruitment package, the client will pay for only those steps in the process that are authorized by the client.

The cost of the **comprehensive** recruitment and selection process as outlined above will range from **\$9500 to \$21,500** but will be determined by the actual process desired by the community. We work with every client to establish an effective, affordable program of recruitment and selection that is designed to provide the best possible pool of candidates and ensure that the talents, experience, and management style are the best possible fit for your community.

ADVERTISING ALLOWANCE

We suggest an advertising budget of **\$1,000.00**. Advertising venues will be selected upon consultation with the client and MRI will be reimbursed for advertising expenses.

TIMELINE

We have significant experience structuring and conducting all sorts of executive recruitment projects for municipalities, and we are very willing and able to customize our approach to accommodate any unique requirements of a community or to fit within budget constraints.

A recruitment as described above typically takes approximately **60-90 days** to complete. MRI is ready to begin work on the recruitment as soon as a contract has been executed.

AGENDA ITEM #8927

Discussion with Action: Authorize the Treasurer, per 36 M.R.S.A., subsection 944, to record a waiver of foreclosure in the Registry of Deeds for the property at 87 Ryefield Drive, Assessors record T0040-00000-00000, Gale Madore, owner.

Chair: Shawn O'Neill

AGENDA ITEM #8928

Discussion with Action: Authorize the Treasurer, per 36 M.R.S.A., subsection 944, to record a waiver of foreclosure in the Registry of Deeds for the property at 13 Rockland Drive, Assessors record T0135-00000-00000, Nancy Clark, owner.

Chair: Shawn O'Neill

AGENDA ITEM #8929

Discussion with Action: Authorize the Treasurer, per 36 M.R.S.A., subsection 944, to record a waiver of foreclosure in the Registry of Deeds for the property at 11 Deer Isle Drive, Assessors record T0235-00000-00000, Joseph & Loise Inkpen, owner.

Chair: Shawn O'Neill

AGENDA ITEM #8930

Discussion with Action: Authorize the Treasurer, per 36 M.R.S.A., subsection 944, to record a waiver of foreclosure in the Registry of Deeds for the property at 3 Brousseau Drive, Assessors record T0395-00000-00000, Thomas Leclair, owner.

Chair: Shawn O'Neill

AGENDA ITEM #8931

Discussion with Action: Authorize the Treasurer, per 36 M.R.S.A., subsection 944, to record a waiver of foreclosure in the Registry of Deeds for the property at 14 Mayflower Drive, Assessors record T1020-00000-00000, Theresa Pooler Bugenske, owner.

Chair: Shawn O'Neill

AGENDA ITEM #8932

Discussion with Action: Authorize the Treasurer, per 36 M.R.S.A., subsection 944, to record a waiver of foreclosure in the Registry of Deeds for the property at 18 Goosefare Drive, Assessors record T1090-00000-00000, Michele Brierly, owner.

Chair: Shawn O'Neill

AGENDA ITEM #8933

Discussion with Action: Authorize the Treasurer, per 36 M.R.S.A., subsection 944, to record a waiver of foreclosure in the Registry of Deeds for the property at 6 Rockyledge Drive, Assessors record T1635-00000-00000, William Anthony, owner.

Chair: Shawn O'Neill

AGENDA ITEM #8934

Discussion with Action: Authorize the Treasurer, per 36 M.R.S.A., subsection 944, to record a waiver of foreclosure in the Registry of Deeds for the property at 7 Castine Drive, Assessors record T1750-00000-00000, Karen-Sue Underwood, owner.

Chair: Shawn O'Neill

AGENDA ITEM #8935

Discussion with Action: Authorize the Treasurer, per 36 M.R.S.A., subsection 944, to record a waiver of foreclosure in the Registry of Deeds for the property at 36 Goosefare Drive, Assessors record T2006-00000-00000, Karol Ladakakos, owner.

Chair: Shawn O'Neill

AGENDA ITEM #8936

Discussion with Action: Authorize the Treasurer, per 36 M.R.S.A., subsection 944, to record a waiver of foreclosure in the Registry of Deeds for the property at 32 Ryefield Drive, Assessors record T3000-00000-00000, John Sousa, owner.

Chair: Shawn O'Neill

AGENDA ITEM #8937

Discussion with Action: Authorize the Treasurer, per 36 M.R.S.A., subsection 944, to record a waiver of foreclosure in the Registry of Deeds for the property at 44 Goosefare Drive, Assessors record T3060-00000-00000, Kristie Gleason, owner.

Chair: Shawn O'Neill

AGENDA ITEM #8938

Discussion with Action: Authorize the Treasurer, per 36 M.R.S.A., subsection 944, to record a waiver of foreclosure in the Registry of Deeds for the property at 33 Mayflower Drive, Assessors record T3250-00000-00000, Ann Marie Doucette, owner.

Chair: Shawn O'Neill

ADJOURNMENT

Chair: Shawn O'Neill



Memories Start Here

Town Of Old Orchard Beach
 1 Portland Ave, Old Orchard Beach, ME 04064
 207.937.5623
 bpatenaude@oobmaine.com
 www.oobmaine.com

Finance Office

Diana, please refer to the following table for information on the Foreclosure Waivers. I recommend waiving foreclosure as these properties are all in the Mobile Home Park, and it would be a financial burden if the town were to take these on, as the park could require them to be removed.

Bill Name	OOB LOCATION	Property ID	Total Unpaid as of 1/15/2026	HAS BEEN IN FORECLOSURE SINCE	Last Paid Date
MADORE, GALE	87 RYEFIELD DR	T0040000000000	\$7,858.08	FY2016	7/23/2015
CLARK, NANCY	13 ROCKLAND DR	T0135000000000	\$4,758.91	FY2023	6/11/2025
INKPEN, JOSEPH	11 DEER ISLE DR	T0235000000000	\$2,483.76	N/A	10/3/2023
LECLAIR, THOMAS	3 BROUSSEAU DR	T0395000000000	\$1,979.53	N/A	2/17/2023
BUGENSKA POOLER, THERESA	14 MAYFLOWER DR	T1020000000000	\$9,455.96	FY2007	1/6/2026
BRIERLY, MICHELLE	18 GOOSEFARE DR	T1090000000000	\$3,480.65	N/A	-----
ANTHONY, WILLIAM	6 ROCKYLEDGE DR	T1635000000000	\$2,310.61	N/A	6/1/2023
UNDERWOOD, KAREN-SUE	7 CASTINE DR	T1750000000000	\$23,064.52	FY2007	4/18/2025
LADAKAKOS, KAROL	36 GOOSEFARE DR	T2006000000000	\$15,213.27	FY2007	3/5/25
SOUSA, JOHN	32 RYEFIELD DR	T3000000000000	\$7,388.44	FY2016	1/9/2026
GLEASON, KRISTIE	44 GOOSEFARE DR	T3060000000000	\$3,558.54	FY2022	1/15/26
DOUCETTE, ANN MARIE	33 MAYFLOWER DR	T3250000000000	\$2,192.16	N/A	8/14/2025

Respectfully,

Brynn Patenaude
 Finance Director- Treasurer