



Town Council - Meeting Agenda

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

www.oobmaine.com/town-council

**Members of the public wishing to view the meeting from home may tune into Local Access TV (Channel 3 or 1301 - check with your provider) or by clicking the Meeting Videos link on oobmaine.com.)*

PLEDGE OF ALLEGIANCE:

ROLL CALL:

ACKNOWLEDGEMENTS:

GOOD & WELFARE:

ACCEPTANCE OF MINUTES:

Accept the minutes of the 12/9/2025 and 12/16/2025 Regular Town Council Meetings.

Chair: Shawn O'Neill

PUBLIC HEARING – ORDINANCE AMENDMENTS:

Public Hearing: Shall the Town 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

NOTICE OF PUBLIC HEARING
MUNICIPAL OFFICERS OF THE TOWN OF
OLD ORCHARD BEACH

The Municipal Officers of the Town of Old Orchard Beach, Maine hereby give Public Notice that there will be a Public Hearing held at the Town Hall, Council Chambers, on December 16th, 2025, at 6:30 p.m. to consider the following:

Shall the Town 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”.

Per Order of the Municipal Officers this 18th day of November, 2025.

A True Copy
Attest:

s/Kim McLaughlin
Kim M. McLaughlin, Town Clerk

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 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.

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- (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.
 - (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.

Public Hearing: Shall the Town 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.

PUBLIC HEARING – BUSINESS LICENSE & APPROVALS:

Maureen Duca, 305-4-1-401, 1 Cleaves Street #401, 1 Year-Round Short-Term Rental.

Maegan Nelson, 210-1-20-33, 39 Smithwheel Road #33, 1 Year-Round Rental

Chair: Shawn O'Neill

PUBLIC HEARING – SPECIAL AMUSEMENT PERMITS & APPROVALS:

Dunegrass Golf Club, Dominator Golf LLC, 105A-1-200, 65 Wild Dunes Way, Weddings and Events, Inside and Outside, 4:00pm to 10:00pm, Sunday thru Saturday. (no change)

Chair: Shawn O'Neill

TOWN MANAGER REPORT

NEW BUSINESS:

AGENDA ITEM #8916

Discussion with Action: Discussion with Action: Re-appoint Tina Kelly as the Alternate Business Owner to the Business License Administrative Board, term to expire 12/31/2027; re-appoint Mary Pat Donnellon, Lou Valentine, Winthrop Winch, Jean Leclerc, Peter Guidi, and George Kerr to the Comprehensive Plan Committee, terms to expire 12/31/2027; re-appoint Charles Backus as an alternate member of the Conservation Commission, term to expire 12/31/2028; re-appoint Kim Schwickrath, Donald Comoletti and Richard Pelleter as regular members of the Design Review Committee, terms to expire 12/31/2027; re-appoint Terrence Gallagher and Holly Korda as regular members of the Finance Committee, terms to expire 12/31/2027; re-appoint David Walker and Robin Dube regular members of the Planning Board, terms to expire 12/31/2027; reappoint Stan Defreese regular members of the Zoning Board of Appeals, term to expire 12/31/2028.

Chair: Shawn O'Neill

AGENDA ITEM #8917

Discussion with Action: Renew the liquor license for Dunegrass Golf Club, Dominator Golf LLC, 105A-1-200, 65 Wild Dunes Way, On-Premises: Beer, Wine & Spirits

Chair: Shawn O'Neill

AGENDA ITEM #8918

Discussion with Action: Approve the contract between the Town of Old Orchard Beach and the Old Orchard Beach Police Patrolmen's Association effective July 1, 2025, through June 30, 2028.

Chair: Shawn O'Neill

AGREEMENT

BETWEEN

TOWN OF OLD ORCHARD BEACH

AND

OLD ORCHARD BEACH POLICE
PATROLMEN'S ASSOCIATION

July 1, 2025 - June 30, 2028

DRAFT

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This Agreement is entered into by the Town of Old Orchard Beach, Maine hereinafter referred to as the Town, and the Old Orchard Beach Patrolmen's Association, hereinafter referred to as the Association.

The parties agree as follows:

ARTICLE 1 – RECOGNITION

The Town recognizes the Association as the sole and exclusive bargaining agent for all permanent full-time employees in the Police Department who have successfully completed their probationary period of employment except for the positions of Police Chief, Police Captain, Deputy Chief and Administrative Office Manager for the purposes of bargaining wages, hours of work, and working conditions.

ARTICLE 2 - MEMBERSHIP DUES

The Town shall deduct regular weekly dues upon receipt of signed authorization from members (a copy of which is to be retained by the Town) and a certified statement from the Treasurer of the local unit as to the amount of dues. All such authorization forms shall be supplied by the Association and be in a form that is satisfactory to the Town. The Town shall forward all dues collected to the Treasurer of the Old Orchard Beach Police Patrolmen's Association by the 10th of each month after the month in which deductions were made. The Association shall indemnify and save the Town harmless against all claims and suits which may arise by reason of any action taken in making deductions of said dues and remitting the same to the Association pursuant to this Article.

ARTICLE 3 - NON-MEMBER SERVICES

Any employee who chooses not to become or remain a Unit Member shall be bound by such choice except as provided in this Article. Such an employee shall be entitled to representation by FOP under this Agreement but only upon payment to FOP of reasonable fees, including reasonable fees for employee representative services and for attorneys' fees, costs and expenses, including arbitrators' fees and expenses, incurred by FOP. The current schedule of FOP non-member fees are available by request.

Any employee complying with these conditions shall be entitled to FOP services under the Agreement on the same basis and under the same terms as FOP members.

Any employee who is required by this Article to select from the options set out above may change their status with respect to those options anytime prior to the expiration of this Agreement by giving written notice to the City and to FOP.

All fees are charged on the basis of minimum 15-minute periods.

ARTICLE 4 - WORK WEEK AND HOURS OF WORK

A. The work week for employees covered by this Agreement shall be the one hundred and sixty-eight (168) hour period beginning each Sunday at 12:00 am and ending each Saturday at 11:59 pm. During each work week each fulltime employee shall be scheduled to work forty (40) hours composed of five (5) consecutive eight (8) hour days, or four (4) consecutive ten (10) hour days, except that the schedule may be modified if mutually agreed upon by the unit and the administration.

B. The schedule may change in limited circumstances, e.g. specialty details, training, etc., if agreed to by the employee. The work schedule will neither increase nor decrease (40 hours per week) unless an emergency is declared by the municipal officials.

C. The Town shall post the signup sheet for shift assignments three times per year. The dates will be December 15th and July 15th and will take effect at the beginning pay periods closest to January 15th and the following Sunday after Labor Day. The summer schedule will be posted no later than April 1st of the current year and will take effect the first full week that the full-time reserve schedule takes effect for the summer and will end one weekend after Labor Day. The Chief of Police may create a schedule that they believe meets the summer needs of the department incorporating a five day on and two day off schedule; if that does occur, the parties may modify, by mutual consent, the 5/2 schedule to, for example a 4/10 schedule, for a specific purpose and for a specific period of time.

D. The employees shall be allowed to sign up, within each classification, i.e. Patrol, Corporal, Sergeant, etc., by seniority. The Town shall determine prior to the posting of the shift, the specific makeup of that shift in regards to the numbers and types of classifications per shift.

E. In the event that a vacancy is created on one shift which is expected to last longer than thirty days, the Chief of Police may, in order to meet the needs of the department, modify or adjust the schedule, or make changes to the makeup of the shifts in regards to the numbers and types of classifications per shift. The town shall post for a period of three days the available vacancy to all members qualified to fill in the vacancy. The member with the most seniority within the vacant classification shall be given the opportunity to transfer to the vacancy.

F. Officers working on the 0000-0800 shift shall receive fifty cents (\$0.50) per hour shift differential increase to their normal hourly rates.

ARTICLE 5 - OVERTIME RATE OF PAY

All hours worked by permanent, full-time employees in excess of forty (40) hours in any one hundred and sixty-eight (168) hour work week or eight (8) or ten (10) hours according to scheduled shift, in any one day shall be paid at a monetary rate of one and one-half (1.5x) times the base hourly rate. A day consists of beginning at 12:00 a.m. and ends at 11:59 p.m. For the calculation of overtime, the hourly base rate shall include all remuneration for employment paid to, or on behalf of the officer in accordance with Fair Labor Standards Act (FLSA).

B. For purposes of this entire section, "hours worked" shall mean only hours actually worked by the

employee. For the purposes of this entire section, “hours worked” shall not include:

1. Hours compensated for by sick leave.
2. Hours compensated for by bereavement leave.
3. Hours compensated for by vacation leave
4. Hours compensated for by holiday leave
5. Hours compensated for by compensatory time leave
6. hours compensated for by holiday comp leave
7. hours compensated for by personal leave
8. hours compensated for by military leave

Hours compensated for in accordance with Article 12, Outside Police Work. Preference for overtime work shall be given first, to off-duty and available permanent full-time police officers. To ensure equality, as is current policy, a rotating file will be kept by the Chief or her/his designee. If an officer is awarded an overtime shift, that officer may work the shift, swap the entirety of the shift to another officer, or swap a portion of the shift with another officer. If a swap takes place, the employee who was originally awarded the shifts name will be checked off. Additionally, the original officer is responsible for covering the shift should the subject that they swapped with become unavailable. This may be accomplished by working the shift or finding another qualified replacement.

These swaps must be reported to the administration and approved prior to the swap taking place.

Each employee shall be limited to a maximum of twenty (20) hours of patrol overtime work in any one hundred sixty-eight (168) hour period beginning Sunday at 12:00 am and ending Saturday at 11:59 pm.

No employee may commence working a double shift unless at least sixteen (16) hours has elapsed since the officer ended a previous double shift.

The Town agrees to provide at least eight bargaining unit positions for permanent full-time police officers during the term of this contract and at least nine such positions in the event that the number of regular full-time police officers in the unit is at any point increased to nine. Accordingly, the Association agrees that the four shifts subject to American Arbitration Association awards dated June 1, 1983, and June 30, 1983, may be offered to part-time dispatchers and special police officers before being offered to full-time police officers.

C. The Town agrees to maintain a three (3) person minimum staffing utilizing unit members from the second Sunday in June to the first Sunday after Labor Day. During the remaining months the Town agrees to maintain a two (2) person minimum, a third (3) person shift will be posted available when a third (3) person is not already assigned to the schedule. Officers in training (trainee- not MCJA certified) will not be counted as a third person on shift. The use of reserve officers may be used only after a shift or detail has been offered to all full-time employees first. Once a non-supervisory patrol shift or detail has been offered to all permanent officers and no permanent fulltime officer takes the shift, or the detail, it may be filled with a reserve officer, provided, however, that this shall only be done if the officer minimum staffing of permanent officers has been met. Shifts requiring a supervisor rank that have been offered and not accepted by a supervisor, may be filled by forced overtime. The Association agrees to give up any claim to the use of Reserve Officers for shifts worked over and above the minimum between the dates of April 15th to September 30th. The Association agrees to allow a non-member, reserve status, to work beyond September 30 and up to April 14, to follow up on fraudulent identification cases

resulting in charges. This work will not be used to substitute staffing for patrol purposes. Furthermore, if a member of the FOP becomes incapacitated and requires light duty, we would retain the right to this work.

D. Employees shall be paid for all overtime worked and there shall be no “compensatory time” allowed for hours worked except for the exceptions listed below:

- i. Hours accrued through individual training
- ii. Hours accrued through departmental or supervisory meetings and/or departmental training.

Compensatory time will be allowed up to a maximum of forty (40) hours for the above-mentioned reasons; however, employees hired prior to 7/1/2008 are not eligible for such compensatory time. Said compensatory time must (i) be used within the calendar year earned, (ii) must be pre-approved by the Chief or his/her designee, (iii) cannot be used so as to create overtime for the employee or other employees, and (iv) cannot be carried over from one calendar year to the next. Compensatory time will be accrued on an hour-for-hour basis and not at the regular overtime rate, except for any compensatory time which is paid out. Compensatory time may only be utilized in such a manner as to not cause any overtime. At the option of management, hours spent at meetings and training may be designated as paid overtime or comp time. Upon reaching a maximum of forty (40) hours of comp time, at the agreement of both parties, additional training requests may be handled on a case-by-case basis utilizing comp time over and above the forty (40) hour maximum. Any comp time granted over the forty (40) hours maximum must also be utilized within the calendar year.

ARTICLE 6 - OUTSIDE POLICE WORK

A. The Town agrees to pay the following rates, within two pay periods of the date when the work is performed, for outside special details assigned by the Chief of Police to permanent, full-time police officers off-duty and available for such duties, including private functions, dances, sporting and athletic events, road construction jobs and activities of a public assembly nature:

B. For any school function, the pay rate shall be the overtime rate of the individual officer working that detail, with a minimum of four (4) hours guaranteed per employee. For any municipal function, the pay rate shall be the overtime rate of the individual officer working that detail with a minimum of four hours guaranteed per employee. For any private function (paid solely by an entity other than the municipality), the pay rate shall be \$100.00/hour, with a minimum of four (4) hours guaranteed per employee.

The Chief of Police, or her/his designee, shall have the responsibility of assigning outside, special details to those officers off-duty and available. The Chief of Police shall make every reasonable effort to equalize assignments on such outside, special details. A weekly log of these assignments and the hours worked on same shall be maintained by the Chief of Police.

Preference for outside, special details assigned by the Chief of Police shall be given, first, to off-duty and available permanent full-time police officers, and secondly, to other special and part-time police officers.

ARTICLE 7- CALL BACK PAY

Employees called back to work for hours which are not annexed consecutively to one end or the

other of the work shift shall receive a minimum of four (4) hours pay at time and one-half (1.5x) their base hourly rates of pay. Employees who have been called back under this article may be released at the sole discretion of the shift supervisor once the obligation for the call back has been fulfilled. This provision does not apply to scheduled overtime, holdover periods, nor to outside special details. As an exception to the call back provisions stated herein, the Department may schedule no more than four (4) department meetings not to exceed two (2) hours and members who attend on off-duty time shall receive three (3) hours pay at time and one-half their hourly rate.

ARTICLE 8 COURT TIME

Police Department personnel covered by this Agreement making an off-duty attendance at District Court, Superior Court, Civil Court or Motor Vehicle Hearings, shall be paid for all hours of actual court time at the rate of time and one half the employee's regular rate or a minimum of four

(4) hours regardless of the number of appearances in different proceedings within that four (4) hour time period on the same day; and additionally receive reimbursement for use of personal vehicle at the rate per mile of travel paid by the State of Maine. If any of the previously listed hearings are held via Zoom or such platforms that do not require an in-person attendance and can be done from the officer's home, the employee shall receive two (2) hours of paid court time only. If the Zoom meeting takes place at the station, then the employee shall receive four (4) hours of paid court time. No compensatory time will be permitted.

ARTICLE 9 - SENIORITY

A. A seniority list shall be established naming all the employees covered by this Agreement with the employee with the greatest seniority (years of service) listed first. Seniority shall be based upon the employee's last date of hire. The list shall be made available to the Association.

B. Seniority shall be the governing factor in all matters affecting: promotion, transfer, recall and vacation preference provided the employees are equally qualified.

C. Seniority shall be the governing factor in a reduction in work force.

D. In the event it becomes necessary for the Employer to lay off employees for any reason, employees shall be laid off in the inverse order of their seniority, by classification with bumping rights. All affected employees shall receive a two (2) calendar week advance notice of lay-off, and the Employer shall meet with the affected employees prior to the actual occurrence of lay-off. Employees shall be recalled from lay-off according to their seniority provided they are qualified to fill the position.

The affected employee has recall rights for eighteen (18) months from the date of such lay-off. The affected employee shall file in writing his or her then mailing address and telephone number, if any, with the Town Manager at her/his office and shall be obligated, as a condition of his recall rights for said eighteen (18) month period, to continue to inform the Town Manager in writing of any change thereafter. If the Town recalls any employee, they shall notify said employee by certified letter and said employee shall notify the Town in writing within fourteen (14) days of receipt of said letter if he/she wishes to return to work. Said employee will be required to report to work within twenty (20) days of giving notice to the Town of his/her desire to work.

Supervisor Seniority Agreement

Supervisor Seniority is based upon date of promotion. Supervisor Seniority only includes choice of shift. Days off and vacation will continue to follow original seniority by date of hire as listed above.

ARTICLE 10 - MEAL PERIODS

All employees shall be granted a meal period during each work shift at the discretion of the Police Chief or her/his designated representative. Whenever possible, the meal period shall be scheduled at the middle of each shift. The term meal period shall be construed to mean thirty (30) minutes. Employees are subject to call during meal periods.

ARTICLE 11 - HOLIDAYS

A. The following holidays shall be paid holidays for all employees covered by this Agreement:

New Year's Day	Indigenous Peoples Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Patriot's Day	Day after Thanksgiving Day
Memorial Day	1/2 Day Christmas Eve
Juneteenth	Christmas Day
Independence Day	<u>One</u> Floating
Holiday Labor Day	

Holiday Work: If an employee works on any of the listed holidays they shall be paid one and one-half (1.5x) times the base hourly rate in addition to his holiday pay. If a holiday is observed while an employee is on vacation, he shall not be charged a vacation day for that day.

Employees can choose to take hours of holiday time as shown below, upfront as holiday compensatory time. From 01/01 to 07/04, employees who choose to take their holiday compensatory time upfront will receive four (4) hours holiday pay if the employee works during the holiday. If a holiday is observed while an employee is on vacation, they shall not be charged a vacation day for that day.

The election to take holiday time in lieu of holiday pay must be made in writing prior to the first calendar day of the year. Holiday hours may be taken as follows:

Hire Date	# holiday hours allowed to comp	½ of time must be scheduled by	Notice given after 4/1 to use time	Max allowed to cash in on 12/1	Max allowed to rollover into new year	Max new hours allowed if rolling time over
Prior to 7/1/2008	116	1/31	3 days	58	40	40
7/1/2008 forward	56	1/31	3 days	56	40	40

Holiday time may not be used during the so-called blackout periods. These blackout periods shall include the three days prior to Memorial Day and Labor Day, and shall include the three days prior to and following July 4th (for a total of 12 blackout days).

Any employee who resigns or retires from active duty with the Town at a time when he/she has used more holiday time than the number of enumerated holidays already celebrated in that year shall forfeit one day (8 hours) of accumulated sick/vacation leave for each eight hours of holiday time used. If, at the time of resignation or retirement, the employee doesn't have a large enough sick/vacation time balance to cover this payback of holidays the appropriate monetary adjustment will be made to his/her final paycheck.

ARTICLE 12 - SICK LEAVE

A. Sick leave shall accrue at the rate of one (1) day for each full calendar month of service beginning with the first full calendar month of employment. Sick time may be accumulated up to a maximum of one hundred and two days (102) days.

Sick leave may only be used when personal illness or physical incapacity renders an employee unable to perform the duties of this position unless the employee is capable of other work in the department and is assigned to such other work.

Employees who do not utilize sick days during the first six months of the calendar year or during the second six months shall be eligible for an additional vacation day for each six-month period where no sick leave is utilized. Employees who utilize no sick days during the entire calendar year shall be eligible for a third additional vacation day.

B. When possible, the employee shall notify the Chief of Police at least two (2) hours before the beginning of her/his scheduled shift as to her/his unexpected absence due to sick leave reasons.

C. The Chief of Police may call upon an employee on sick leave, at his/her discretion. Any sick leave usage which lasts three (3) consecutive days or more may require the employee to present a doctor's certificate and the Town will pay the cost of the medical certificate. In cases where the Police Chief suspects abuse of sick leave, the Police Chief shall notify the employee, in writing, that a doctor's certificate shall be required from the employee for all subsequent absences where sick leave is used before payment of sick leave may be made.

D. Employees hired prior to July 1, 2013, who have at least ten (10) years of service shall be compensated for seventy five (75%) of their accumulated unused sick leave, up to 90 days, when they are permanently separated from employment as a result of voluntary resignation or retirement. Employees hired on or after July 1, 2013 shall be compensated for fifty percent (50%) of their accumulated unused sick leave, up to 90 days, with at least ten (10) years or more of service when they are permanently separated from employment as a result of voluntary resignation or retirement. All employees with five (5) years of service, but less than ten years, shall receive twenty-five percent (25%) of their accumulated sick leave upon separation. Any employee with less than five years of service shall not receive any cash value for unused sick leave. In the

event of the death of the employee, the employee's designated beneficiary will receive the compensation as herein mentioned above.

E. Family Sick

The Town will abide by the State and Federal Family and Medical Leave Acts. Forty (40) hours of sick leave annually may be used for the care of an employee's ill or injured spouse, parent, or child(ren) and/or stepchildren. Employees may use up to 24 hours of family sick leave and still be eligible for the additional vacation day incentive provided for in Section A of this Article.

F. Sick Leave Bank

The Town shall establish an employee sick and vacation donation program for members of the police department that enables members of the department to donate a portion of their accrued sick or vacation time to other employees in need. In order to be eligible for an award of donated sick or vacation time, employees must have completed their probationary period; be on approved medical leave; have qualified for income protection; have exhausted all accrued paid leave and income protection time, and not be receiving compensation through workers compensation or social security disability insurance. Hours of accrued sick or vacation time are donated on a purely voluntary and confidential basis by employees.

Employees who intend to donate must maintain a balance of twelve (12) sick days and ten vacation days for personal use. Any employee who wishes to make a sick or vacation leave donation to the sick bank should contact the Human Resources Manager to determine eligibility and to fill out the necessary written authorization. Any single employee who makes an application for sick bank usage shall not receive more than sixty (60%) percent of time in the bank.

G. Maine Family Medical Leave (MFML)

1) Maine Family Medical Leave-Unpaid:

In accordance with the Maine Family Medical Leave Law, The Town provides family leaves of absence without pay to eligible employees who wish to take time off from work duties to fulfill certain family obligations. Employees who have been employed by the Town for at least one year are entitled to take up to 10 consecutive weeks of unpaid leave during any 2-year period for:

- 1) their own serious health condition;
- 2) the birth of their child;
- 3) adoption of a child 16 years of age or younger); or
- 4) to care for the employee's child, spouse, or parent who has a serious health condition.

A serious health condition means an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility, or continuing treatment by health care provider.

Employees must make a request for family leave in writing to the Director of Human Resources at least 30 days in advance of the intended medical leave, unless prevented by medical emergency. Certification from a physician, other health care provider, or accredited practitioner of the healing methods of a recognized church or religious denomination, must accompany the request for leave, to verify the need for the leave and the amount of leave time requested.

If an employee is granted family leave, he/she may elect to use any accrued vacation time, and if the leave is taken because of the employee's serious health condition or the serious health condition of the employee's spouse, child or parent, the employee may utilize any accrued sick leave before taking unpaid leave: Employees will be allowed to continue fringe benefits, such as health insurance, on the same basis as before their leave. Employees may also be eligible for benefits under the Income Protection Plan set forth in Sec. 8-5. Vacation and sick leave do not accrue during unpaid leave.

During leave, employees are expected to keep their supervisor informed of their status and intentions, and to submit additional medical certification if necessary. So that return to work can be properly scheduled and planned for, employees should provide their supervisor with at least two weeks advance notice of their intended return to work date. Upon expiration of leave, employee will be reinstated to the same position or an equivalent position unless:

- 1) they have given notice of their intent to terminate their employment;
- 2) they fail to return to work on the agreed-upon return date;
- 3) they are unable, with or without reasonable accommodation, to safely perform the essential functions of their job; or
- 4) their position no longer exists for reasons unrelated to their taking of family leave. Additional information regarding family leave, as well as all necessary forms for requesting and certifying family leave, are available from the Director of Human Resources.

2) **Maine Paid Family Medical Leave (PFML)**

Purpose

This policy outlines the Maine Paid Family Medical Leave (PFML) benefits available to eligible employees in accordance with the Maine Paid Family Medical Leave Law.

Eligibility

All employees are eligible for family leave upon employment. However, to qualify for job protection, employees must have worked for the Town for 120 consecutive days.

Leave Benefits

Eligible employees can take up to 12 weeks of paid leave for the following reasons:

- 1) **Medical Leave:**
 - a. To address the employee's own serious health condition.
- 2) **Family Leave:**
 - a. To care for a new child (birth, adoption, fostering).
 - b. To care for a family member with serious health condition.
- 3) **Safe Leave:**
 - a. To obtain healthcare, counseling, legal services, protection from abuse, or secure housing related to being a victim of violence, assault, sexual assault, stalking, or abuse.
- 4) **Military Deployment:**
 - a. For emergencies related to military deployment

Contribution and Benefits Timeline

- 1) The State will determine the mandatory combined payroll contribution rate, to be shared equally between the Town and the employee, effective January 1, 2025.
- 2) Benefits will commence on May 1, 2026, or as determined by the State.

Application Process

- 1) Employees must submit a leave request through the Maine Department of Labor's Paid Family Medical Leave Portal;
- 2) **Timing:** No more than 60 days before the leave starts and no more than 90 days after the leave begins, unless there is good cause, as determined by the State.

Payments and Benefits

- 1) Payments will be made directly to the employee, with the following benefit structure based on the State Average Weekly Wage (SAWW), set each July 1st:
 - 2) 90% of the employee's average weekly wage for earnings up to 50% of SAWW.
 - 3) 66% for earnings over 50% of SAWW.
 - 4) Benefits are capped at the SAWW.

- 5) Employees may elect to use accrued leave to supplement State payments.
- 6) Employees are responsible for insurance premiums not covered during leave
- 7) Employees will continue to accrue vacation and sick time if eligible.

Notification Requirements

- 1) Employees must give reasonable written notice to their Department Head or Director of Human Resources before taking leave.
- 2) Employees are expected to keep the Director of Human Resources informed about their status and intentions during their leave and provide at least two weeks' notice of their intended return to work date.

Job Protection and Reinstatement

Upon returning from leave, employees will be reinstated to the same position or an equivalent position unless:

- 1) The employee has not been employed for 120 consecutive days.
- 2) The employee has indicated an intent to terminate employment.
- 3) The employee fails to return on the agreed-upon return date.
- 4) The employee is unable to perform essential job functions, even with reasonable accommodation.
- 5) The employee's position no longer exists for reasons unrelated to their taking of family leave.

Additional Information

For more details about the Maine Paid Family Medical Leave policy, employees should contact the Director of Human Resources.

ARTICLE 13 - ANNUAL VACATIONS

A. Permanent, full-time employees hired prior to July 1, 2016, shall be allowed annual vacations with pay based upon the following schedule:

- After being employed one (1) continuous year = eighty (80) hours
- After being employed two (2) continuous years = ninety-six (96)
- After being employed three (3) continuous years = one hundred twelve (112) hours
-

YEARS OF CONTINUOUS SERVICE (BEGINNING ACCRUAL)	MAXIMUM ANNUAL VACATION HOURS ACCUMULATION	HOURS OF VACATION ACCRUED PER WEEKLY PAY PERIOD
Date of hire through 2 nd year	80 hours	1.538 hours
Beginning 3 rd year	96 hours	1.846 hours
Beginning 4 th year	112 hours	2.154 hours
Beginning 5 th year	128 hours	2.462 hours
Beginning 6 th year through completion of 10 th year	144 hours	2.769 hours

Beginning 11 th year through completion of 20 th year	160 hours	3.077 hours
Beginning 21 st year through retirement	200 hours	3.846 hours

- After being employed four (4) continuous years = one hundred twenty-eight (128) hours
 - After being employed five (5) continuous years = one hundred forty-four (144) hours
 - After being employed ten (10) continuous years = one hundred sixty (160) hours
 - After being employed twenty (20) continuous years = two hundred (200) hours

Employees hired July 1, 2016, forward, shall begin accruing eighty (80) hours vacation time annually upon date of hire. Accrued vacation time cannot be used in the first six (6) months of employment without written approval of the Police Chief.

B. Employees hired prior to July 1, 2016, may carry over up to twenty-five (25) days of accumulated vacation time from one year into the next year. Employees hired July 1, 2016, forward, may carry over up to fifteen (15) days of accumulated vacation time from one year into the next year.

ARTICLE 14 - PERSONAL LEAVE TIME

All police personnel covered by this Agreement shall be entitled to the following temporary non-cumulative leaves of absence with full pay:

- Thirty (30) hours of personal leave. Application shall be made to the Chief of Police or her/his designee in writing at least three (3) days before taking such leave (except in the case of emergency). No deduction to applicant's sick time shall be made for taking personal leave time hereunder and the time compensated for personal leave shall be considered hours worked for purposes of overtime under this contract.

Personal hours may be used in hourly increments. Personal leave time hours do not accumulate year to year.

ARTICLE 15 - BEREAVEMENT LEAVE

In the event of a death in the employee's immediate family, employees may be granted a leave of absence with pay of up to forty (40) hours. Immediate family is defined as an employee's spouse, domestic partner, parent, child/stepchild, brother, sister, and/or grandparents. In the event of the death of an employee's father-in-law, mother-in-law, brother-in-law, and/or sister-in-law, the employee may be granted up to twenty-four (24)

hours leave of absence with pay. This leave is intended for use during the days that fall within the family member's time of death and the day after the funeral. This leave may also be used for delayed burials/services with the prior approval of the departmental supervisor. Additionally, up to twenty-four (24) hours sick leave may be used by the member in the event of the death of any of the above.

ARTICLE 16 - TIME OFF PROVISIONS

A. The Town agrees to accept all requests for use of time off under Articles 5,11, 13, & 14, on the basis of seniority, except as provided in Section B of this Article, in order to assure time off to all employees, provided that minimum manning of all shifts is assured.

B. One half (1/2) of all vacation and holiday comp time earned by the employee during the calendar year shall be scheduled by the employee prior to January 31st of that year. It is the intent that the officer will take the vacation as submitted unless some event occurs beyond the control of the officer. Time off submitted during this period will be granted on the basis of seniority, except that periods of time off consisting of five days or more will be given priority over time off consisting of one to four days off. Once all time off has been submitted and approved, this time may not be subject to any "bumping rights" regardless of seniority. A schedule of all approved time off during this period will be posted in a conspicuous manner no later than the last day of February. Employees will be limited to only three (3) weeks of time off during the summer schedule as defined in Article 4. Once all employees have had an opportunity to lock in their time off, additional requests for time off may be requested subject to seniority. During this time period only one officer can be off per shift in a 24-hour period provided that no more than two (2) of these employees hold a supervisory rank. This paragraph shall not pertain to the positions of Detective, Detective Supervisor. Time off scheduled by these employees shall not be counted towards the three (3) employees allowed time off in a 24-hour period. No time off shall be allowed during the blackout periods as referred to in Article 11. The Chief may at his discretion allow any time off requested during the blackout periods based on seniority.

C. Requests for time off outside of the initial window period shall be handled in the following manner:

Any request made and approved more than thirty (30) days in advance will not be subject to "bumping rights" regardless of seniority or type of day off. For any day off request made in under a thirty (30) day period, preference shall be first given to personal day requests, and then seniority shall be the deciding factor, except in instances when a personal day request would create a conflict for a request consisting of four (4) or more consecutive days off.

The most senior employees on a shift requesting use of time off will be allowed to take that time subject to the provisions of this Article. Should additional employees request use of time off on the same shift: the second most senior employee making the request will be permitted to take the time off if a qualified volunteer replacement can be found. No further requests for use of time off will be allowed for that shift. Every effort will be made by the Town to accommodate a request for use of time off consistent with the provisions of this Article.

Notwithstanding the requirements of this Article, the Chief of Police or her/his designee may (a) deny the use of time off to meet emergencies; (b) require employees to work overtime in order to meet emergencies or to fill the shift of the first employee on a shift requesting use of time off; or (c) at their discretion, waive the requirements of the Article for use of time off and approve requests for use of time off.

ARTICLE 17 - INSURANCE AND RETIREMENT

A. A comprehensive health insurance plan is available to regular full-time employees. The Town will pay eighty percent (80%) of the premium cost of this coverage for the employee and his/her qualifying dependents. The Town may offer more than one plan choice to employees. The Town agrees that the MMEHT (Maine Municipal Employees Health Trust) Comprehensive Point of Service (POS C) plan or equivalent will be offered as a choice to full-time employees. An employee may only change to another plan during the Open Enrollment period. Employees may change coverage type (single, emp/spouse, etc.) for qualifying events at the time of the qualifying event.

Each employee covered under this bargaining agreement will pay twenty percent (20%) of the premium cost for their individual health insurance plan.

Eligibility for our group health insurance plan is determined according to the guidelines set forth by the health insurance plan administrator. Employees who choose not to enroll under our group health insurance plan and who can provide documentation that they have health insurance coverage under a spouse/partner's plan may be eligible to receive cash in-lieu-of this benefit. Employees who are eligible for the in-lieu-of benefit will receive twenty-five percent (25%) of the Town's share of annual single rate premium from the POS plan. Cash-in-lieu payments will be made on a weekly basis through regular payroll processing. Any cash-in-lieu payments will be taxed in conjunction with an individual's regular gross taxable earnings.

B. The Town agrees to provide a dental insurance plan for the employees covered by this unit. The Town agrees to provide fifty percent (50%) payment for said dental insurance plan. For example: depending upon each employee's legal status, the Town will pay fifty percent (50%) family coverage, or fifty percent (50%) employee and spouse coverage, or fifty percent (50%) single employee coverage. The employee's share shall be paid through payroll deduction. The Town will provide coverage under the Maine Municipal Employees Health Trust Dental Plan A or equivalent.

C. On behalf of unit members, the Town shall contribute a percentage of an individual's gross earnings to either the Maine Public Employees Retirement System (MainePERS, formerly known as the Maine State Retirement System) OR to the International City Management Retirement Corporation (ICMA). The system to which contributions are made is dependent on an individual employee's preference and personal choosing.

If an employee chooses to enroll under the ICMA plan, the Town will contribute eight (8%) percent of an individual's gross earnings to their plan. In addition to this employer portion, the employee has the option of contributing to the plan as well (up to the annual percentage limits set forth by the ICMA plan). Participants are fully responsible for any fees assessed by the Plan and are responsible for choosing from among a number of investment options.

If an employee chooses to enroll under MainePERS, both the participant's portion and the Town's matching contributions will be determined and set by MainePERS. Unit employees hired prior to October 12, 1992, shall be enrolled in MainePERS Plan 1C which allows a police officer to retire after twenty years of service. Any unit member hired on or after October 12, 1992, shall be enrolled in MainePERS Plan 3C.

Employee contributions for either plan will be withheld through payroll deductions. The Town is not liable for any tax implications to individual plan participants.

Unit members may enroll in either or both plans. However, the Town will only pay into one retirement plan on an individual employee's behalf.

D. The Town shall continue to maintain with the Maine Public Employees Retirement System the option allowing the purchase of military time.

E. The Town currently provides income protection coverage (i.e., short term disability insurance) to all full-time employees through the Maine Municipal Employees Health Trust. The Town currently pays to insure each employee for fifty-five percent (55%) of his/her base pay. Employees may choose a coverage level higher than the fifty-five percent (55%) and may pay the additional premium for this coverage through a weekly payroll deduction.

It shall be the employees' responsibility to complete and submit all claim forms in accordance with the rules and requirements of the insurer and/or plan administrator. Employees may obtain copies of the applicable forms and instructions from the Town's Human Resource Office upon request. All determinations regarding eligibility for benefits will be made by the insurer and/or the plan administrator. Any dispute between an employee and the insurer and/or plan administrator regarding this benefit shall not be the subject of a grievance under this Agreement.

Employees who are eligible to receive Short Term Disability benefits will receive sick time pay during the benefit eligibility waiting period. Thereafter, they will receive the percentage of pay covered by this benefit for the duration of the disability coverage period. All Short-Term Disability eligible employees will also be given the option of using their accumulated sick time as an offset to the 45% or 30% not covered by this benefit. The amount received between the Short-Term Disability payments and an employee accumulated sick time shall not exceed the employee's base weekly wage during the

duration of their disability. Any sick time paid out during an employee's period of disability will be processed through the Town's payroll system.

F. Employees not participating in the MEPERS shall be reimbursed up to one percent (1%) of base wage in the initial year of employment and up to one percent (1%) of W-2 wages earned thereafter for payment towards the purchase of disability insurance.

G. Employees who are covered by this Agreement and who are injured on the job shall receive for each day they are absent from work due to such injury in addition to compensation paid or payable under the Workers' Compensation Act an amount equal to the difference between such payments and eight (8) times their hourly wage provided the officer was not acting in a negligent manner or in violation of any departmental rule when the injury occurred. These payments shall continue until the employee is returned to active duty or separated from employment but not longer than 365 days for any one injury. Absence because of such injuries shall not be charged to accumulated sickleave.

H. All full-time employees have the option of enrolling in our group life insurance plan. The Town will pay the basic life insurance premium (equaling 1x an individual's annual salary) for these employees. Any supplemental life insurance coverage that an employee chooses will be paid by the employee through regular payroll deduction.)

I. Retirement Health Savings:

Effective December 1, 2021, the Town shall set up a Retirement Health Savings Account

("RHSA") for employees with employee contributions being made per the schedule outlined below. It is anticipated that the RHSA will be administered through ICMA.

1. Participation is required of each employee.
2. The Town will make a one-time \$350.00 payment to each member's individual RHS account for each member employed on December 1, 2021.
3. Sick leave accruals will be adjusted as follows:
 - a. Reduce maximum allowed to 720 hours.
 - b. Each employee who, as of December 1, 2021, has sick leave accruals above 720 hours will have 75% of the hours in excess of 720 hours put into RHS account. This will bring their balance to 720 hours.
 - c. Annually, each employee who as of December 31, has an accrual balance between 784 and 816 hours will have the cash value of 50% of the hours exceeding 720 deposited into his/her RHS account and will have their accrual balance reduced to 720 hours. Each employee who has

an accrual balance between 720.01 and 783.99 hours, will have their accrual balance reduced to 720 hours, with 0% of excess sent to RHS.

4. Vacation time accruals will be adjusted as follows:

- a. Annually, each employee who, as of December 31, has an accrual balance over 200 hours will have the cash value of hours exceeding 200 hours, up to a maximum of 50 hours deposited into his/her RHS account.

5. Holiday Comp

- a. Annually, each employee as of December 31 will have the cash value of all accrued hours in excess of 40 hours deposited into his/her RHS account.

6. Personal Time

- a. Annually, the cash value of each employee's unused personal time hours as of December 31 will be deposited into his/her RHS account.

7. Separation

- a. Upon Separation each employee will have the cash value of all accrual benefits they are entitled to receive deposited into his/her RHS account according to the service years as shown below:

- i. 0-10 years - 25%

- ii. 11-15 years - 30%

- iii. 16-20 years - 50%

- iv. 21-25 years - 60%

- v. 26 + years - 75%

8. All paid out time is reported to MainePERS.

9. All separated employees will receive a 1095 tax form for the Affordable Care Act.

10. Withdrawal of Funds from the RHS Account may only occur upon separation from employment with the Town or at age 55 if still employed.

11. In the event that there is a "forfeiture" of funds in a particular RHS Account due to a lack of surviving qualified beneficiaries of that Account, the funds will be split equally among those Unit Members who are participating in RHS Program at that time.

ARTICLE 18 - EMPLOYMENT

A. Employees shall serve a probationary period of twelve (12) months. Except as provided below, time served at the Maine Criminal Justice Academy Basic Law Enforcement Training Program shall not count towards the twelve (12) month probationary period. For employees that are hired who have graduated from the Maine Criminal Justice Academy or who have attendance at the Academy waived by the Academy Directors, the probationary period shall be twelve (12) months from date of hire. Under no circumstances, however, shall any employee's probationary period last longer than eighteen (18) months. All employees who have worked said one (1) year period and have satisfactorily completed their probationary period shall be classified as permanent, full-time police officers and the probationary period shall then be considered as part of their seniority time.

Termination of employment during the probationary period shall not be subject to the grievance procedure of this contract. The probationer shall be covered by all other benefits of this contract after six (6) months from the date of hire.

Employees who are promoted within this unit shall serve a probationary period of six (6) months. Demotions during this probationary period shall not be subject to the grievance procedure of this contract. The probationer shall be covered by all other benefits of this contract.

B. Any rehired police officer, regardless of whether he or she has already served the probationary period, shall be required to serve another probationary period and shall not be entitled to prior seniority rights. The Town Manager may grant a leave of absence to any employee and during the period of absence, the employee shall not lose his/her seniority rights. During a leave of absence, the employee shall not accept employment elsewhere unless permission is obtained from the Town Manager.

C. All persons appointed to the position of probationary police officer shall live within a thirty (30) mile radius of the Old Orchard Beach Police station, measured "as the bird flies". The Chief shall have the sole discretion to expand the 30-mile range on a case by case basis.. This section shall also apply to all permanent, full-time police officers.

D. All new police officers, including rehired police officers, shall have a physical examination prior to employment. All employees shall have a physical examination at least every two (2) years. The Police Chief can require a physical examination of any employee at any time. Physicians for all examinations under this subsection shall be graduated from a Class A medical school, and are to be selected by the employee subject to the objection of the Town stated in advance with respect to any particular physician. The cost for all examinations under this subsection shall be absorbed by the Town, less insurance provided. Report of these examinations shall be made to the Police Chief on forms provided by the Town and the same shall become a part of the employee's personnel record. Should the employee refuse a physical examination at the request of the Police Chief, s/he will be summarily suspended, without pay, until the examination is completed.

ARTICLE 19 - DISCIPLINE AND DISCHARGE

The Town shall furnish each new employee with a copy of all existing work rules upon employment and shall update working rules each year for distribution to all permanent, full-time employees. Any violation of the Departmental Rules and Regulations may constitute grounds for discipline and discharge. It will be the responsibility of employees to read the bulletin board or memoranda daily for working rules and amendments thereto.

ARTICLE 20 - SETTLEMENT OF DISPUTES

A. Grievance and Arbitration Procedure: Any dispute which arises between the parties concerning the application, meaning or interpretation of this Agreement shall be settled in the following manner:

Step 1 - Any grievance shall be presented in writing by a member of the Association to the department head within ten (10) calendar dates of its occurrence or within ten (10) days from the time the member had knowledge of the grievance. The department head shall respond to the Association or member, in writing, within ten (10) calendar days.

Step 2 - If the grievance still remains unadjusted, it shall be presented, in writing, within ten (10) calendar days after the response of the department head is due, by the Association to the Town Manager. The Town Manager shall respond to the Association within ten (10) calendar days.

Step 3 - If the grievance is still unsettled, either party may, within twenty-five (25) working days after the reply of the Town Manager is due, by written notice to the other, request arbitration. The arbitration proceedings shall be conducted by an arbitrator to be selected by the employer and the Association within ten (10) calendar days after notice has been given. If the parties are unable to agree to a single arbitrator or to utilize the services of the Maine Board of Arbitration Association, either side may request the services of the American Arbitration Association, in accordance with the American Arbitration rules. The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be required to issue his decision within (30) days after the conclusion of the testimony and argument. Expenses for the arbitrator's services and the proceedings shall be borne equally by the employee and the Association. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator. Grievances initiated by the employer shall be processed in the same manner.

A. Processing Grievances during Working Hours - The Association may investigate and process grievances during working hours without loss of pay but inno

case shall such time off exceed a total of two (2) hours per week for investigation except with the permission of the Police Chief.

ARTICLE 21 - GENERAL PROVISIONS

A. The provision of this Agreement shall be applied to all employees in the bargaining unit without discrimination as to age, sex, marital status, race color, creed, national origin or political affiliation. The Association shall share equally with the employer the responsibility for applying this provision of the Agreement.

B. All references to employees in this Agreement designate both sexes, and wherever the male gender issued, it shall be construed to include both male and female employees.

C. The Town and the Association both mutually agree to not interfere with the rights of the other with regard to:

- Town and Association activities.

D. The Association recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

ARTICLE 22 - BULLETIN BOARD

The Employer agrees to furnish and maintain a suitable bulletin board in the squad room. The Association shall limit its posting of notices and bulletins to such bulletin board.

ARTICLE 23 - ASSOCIATION ACTIVITIES ON EMPLOYER'S TIME AND PREMISES

A. The employer agrees that during work hours on the Town's premises and without loss of pay, providing it does not impose any hardship on the employer and is done within a period of time that will not infringe upon the employee's duties and responsibilities to the Town, the Association representative shall be allowed to:

1. Post Association notices
2. Distribute Association literature
3. Transmit communications, authorized by the Association or its President, to the Town
4. Consult with the employer, his representative, local Association officers or other Association representatives from the State, County and National unit concerning the enforcement of any provisions of this Agreement
5. Investigate grievances subject to the limitations set forth in Article 20, Section B
6. Attend negotiating meetings
7. Association Activities listed in Sections 1,2,3, and 4 shall be limited to two hours per week. Section 5 shall be limited as stated.

ARTICLE 24 - POLITICAL ACTIVITY

Police Department employees of the Town are expected to exercise their legal rights as citizens to vote except that they will not engage in any political activities insofar as Town government is concerned and shall not participate in town election campaigns or hold any town elected office or position. Any employee choosing to become a candidate for a town elected office will be expected to first resign from the service of the Town.

ARTICLE 25 - MANAGEMENT RIGHTS AND DEPARTMENTAL RULES

A. The Town retains all rights and authority to manage and direct its employees, except as otherwise specifically provided in this Agreement. The Association acknowledges the right of the Town to make such rules and regulations governing the conduct of its employees as are not specifically inconsistent with the provisions of this Agreement.

B. When existing rules are changed or new rules are established, providing such rules do not conflict with this Agreement, they shall be posted prominently on all bulletin boards for a period of three (3) consecutive working days before becoming effective.

C. The employer further agrees to furnish each employee in the bargaining unit with a copy of all existing work rules thirty (30) days after they become effective. New employees shall be provided with a copy of the rules at the time of hire.

ARTICLE 26 - UNIFORMS AND PROTECTIVE CLOTHING

If any employee is required to wear uniform, protective clothing or any type of protective device (including but not limited to riot clothing and protective vests) as a condition of employment, such uniform, protective clothing or protective device and accessories and accouterments shall be furnished by the Town to the employee. The cost of maintaining the protective clothing, device, uniform, accessories and accouterments in proper working condition shall be paid by the Town. The Town agrees to provide the Detectives with a plain clothes allowance of up to \$250.00 per year. Said clothing and method of payment shall be approved by the Chief of Police or his/her designee. It will be the responsibility of the Detectives to maintain and clean the plain clothes purchased as part of this allowance.

ARTICLE 27 - STRIKES AND SLOWDOWNS PROHIBITED

A. The Association agrees that during the term of this Agreement, neither it nor its officers or members will engage in, sanction, support or suggest any (1) strikes, (2) slowdowns, (3) mass absenteeism, (4) mass resignations, (5) picketing which would involve suspension of or interference with normal working of the department of other Town Departments, The Town agrees that there will be no lockouts during the term of this Agreement.

B. In the event that Association members participate in such activities in violation of this provision, the Association shall notify those members so engaged to cease and desist from such duties and shall instruct the members to return to their

normal duties. Any employee participating in these prohibited activities may be discharged by the Town.

ARTICLE 28 - SAVING CLAUSE

If any provision of this Agreement shall be contrary to any law, such invalidity shall not affect the validity of the remaining provisions.

ARTICLE 29 - PAY SCALE

The wage rate negotiated and agreed to by both parties shall become part of this contract and attached to this document as Exhibit #1. The field training officer shall be paid an additional \$1.00/hour for only those hours performing FTO duties.

At the sole discretion of the Town, newly hired officers may be placed up to the level of the 10-year step in the wage scale for qualified candidates. A qualified candidate is defined as one who has graduated from the Maine Criminal Justice Academy Basic School, or has a waiver from the Maine Criminal Justice Academy Board of Trustees.

Advancement in the scale in such circumstances will continue as if the employee had completed the years of service at the place in the wage scale they were placed in at hire. Any employee hired as a "lateral" entry according to this section shall accrue vacation at a rate that is reflective of the years of service at the placement step on the wage scale. All other seniority and benefit issues shall be based on the actual date of hire, unless otherwise specified within this agreement.

ARTICLE 30 - OFF-DUTY INJURIES

If a police officer, while off-duty, responds to a law enforcement type situation and gets injured while doing so, the Town shall assume responsibility for, and pay for, all medical, surgical and hospital expenses and any wages which might be lost as a result thereof. The police officer shall, however, seek payment or reimbursement for these expenses and wages from any insurance policy available to cover the same. In the first instance, the police officer will seek coverage through the workers compensation system, and then if necessary, move to other forms of insurance that may be available, like disability insurance and general health insurance.

ARTICLE 31 - LEGAL AID AND PROTECTION

The Town shall provide police professional liability coverage for members covered by this Agreement to the extent and limits stated in such policy of insurance. Such insurance policy shall cover the member when sued for damages as a result of acts as stated, defined and limited in said policy which arise out of and in the regular course of duty. The Town agrees to indemnify police officers for claims and suits which may arise which exceed the liability limits of the police liability policy within the same limitations as the police liability policy and provided that there is no willful negligence on behalf of the officers who are sued or against whom litigation is filed.

- The limits of liability coverage as stated in said policy meet or exceed the following limits:

Each Person
\$1,000,000

Policy Period Aggregate
\$1,000,000

ARTICLE 32 - TRAINING

The Town will provide forty (40) hours of training per year for full-time members of this unit. Employees will be paid at the regular rate of pay for the time spent at the training sessions.

Notwithstanding Article 4 and Article 5 of this Agreement, any vacancy created by training may be filled by an officer at straight time pay to the extent permitted by applicable wage and hour laws.

ARTICLE 33 - MEMBERS' RIGHTS

A. Investigation of Police Misconduct

1. Members of the Old Orchard Beach Police Department hold a unique status as police officers, and the security of the Town and its citizens depends to a great extent upon the manner in which members of the department perform their many duties, of contacts and relationships with the public. Out of such contacts and relationships may arise questions concerning the action of members of the force. Such questions may require prompt investigation by superior officers designated by the Chief of Police or other competent authority. To ensure that such investigations are conducted in a manner conducive to good order and discipline, while observing and protecting the individual rights of each member of the department, the following rules of procedure are established:

- a. The interrogation will be conducted at a reasonable time taking into consideration the working hours of the members and the legitimate interests of the department. The officer conducting the interrogation shall advise the member and the association that an official investigation is being conducted. The investigating officer shall inform the member and the association of the nature of the alleged conduct which is the subject matter of the interrogation and, unless circumstances warrant anonymity, shall identify the complainant. If it is known that the member being interrogated is a witness only, he shall so be informed.

- b. In any case in which a police officer has been identified as a suspect in a criminal investigation, the so-called Garrity Warning shall be given to the member concerned, prior to the commencement of any questioning. The Garrity Warning shall be as follows:

“Officer, you are being questioned as part of an official investigation

of the Old Orchard Beach Police Department. You will be asked questions relating to the performance of your official duties and conduct. You are entitled to assert your Fifth Amendment rights during the investigation. If you do so, you may be subject to suspension, termination or some other appropriate penalty. If you decide not to invoke the Constitutional privilege, anything said of an incriminating nature may not be used against you in a criminal proceeding.”

The interrogation shall be tape-recorded and the tape shall be preserved by the investigating officer until the investigation is completed and all charges are dropped or processed to conclusion. At his request, the member or his attorney may listen to, transcribe, or copy all or any portion of the tape.

The interrogation shall be conducted with as much confidentiality as possible. The interrogation of a member suspected of violating Departmental rules and regulations shall be limited to questions which are directly, narrowly and specifically related to the member’s performance as it related to the alleged violation.

c. If the member is under arrest or is likely to be, that is, if he is a suspect or the target of a criminal investigation, he shall be afforded all rights granted under such circumstances to other persons.

d. In all cases in which a member is interrogated concerning a violation of Departmental rules and regulations which, if proven, would be likely to result in his removal from the department, he shall be afforded a reasonable opportunity and facilities to contact and consult privately with an attorney of his choosing and/or a representative of the Association before being interrogated, and his attorney and/or a representative of the Association may be present during the interrogation.

e. The taking of a polygraph examination is voluntary. If the member under investigation is requested and agrees to submit to a polygraph examination, he or she will be furnished a list of questions which will be asked prior to the commencement of the examination. If a member is requested to submit to any other type of test, he or she will be advised of the type of test and the member will be afforded an opportunity to obtain a similar independent test if available.

f. The investigation will be conducted without unreasonable delay and the member will be advised of the final outcome of the investigation.

B. Disciplinary Proceedings - Any member who is charged with a violation of Department rules and regulations, incompetence, misconduct, negligence,

insubordination, disloyalty, or other serious disciplinary

infraction may request a hearing provided such request is made in writing and delivered to the Chief or his representative no more than five (5) days after the date when the charge was made.

The member shall be informed of the exact nature of the charge and shall be given sufficient notice of the hearing date and time to allow him an opportunity to consult legal counsel, conduct an investigation, and prepare a defense. The hearing, which shall be before the Chief, or in his absence or incapacity, the acting Chief, shall be informal in nature. The member may be accompanied by legal counsel or a representative of the Association. The member shall have the right to confer with his representative at any time during the hearing and shall have the right to have his representative speak on his behalf. Any disciplinary action taken against a member shall be subject to the grievance procedure.

- C. Personnel Files - Insofar as permitted by law, all personnel records, including home addresses, telephone numbers, and pictures of members shall be confidential and shall not be released to any person other than officials of the department and other Town officials, in connection with official business, and in accordance with state and federal laws, except upon legally authorized subpoena or written consent of the member.

Upon request, a member shall have the right to inspect his official personnel record. Inspection shall be during regular business hours and shall be conducted under the supervision of the department. A member shall have the right to make duplicate copies for his own use. No records shall be withheld from a member's inspection. A member shall have a right to have added to his personnel file a written refutation of any material which he considers detrimental.

No written reprimand which has not previously been the subject of a hearing shall be placed in a member's personnel file unless the member is first given the opportunity to see a copy of the reprimand. Within five (5) days thereafter, the member may file a written reply. If the Chief thereafter places the written reprimand in the member's personnel file, he shall also include the reply.

ARTICLE 34 - PHYSICAL FITNESS REQUIREMENT

A. The Town of Old Orchard Beach and the Old Orchard Beach Police Patrolmen's Association jointly recognize that an employee's physical condition and fitness can have significant implications for the employee while in the performance of his or her duties. Therefore, all employees covered by this contract are encouraged to maintain a level of physical fitness appropriate to the demands of police work.

B. In order to assist employees in reaching and maintaining a high level of physical fitness, the Town shall provide to the employees the necessary and proper space and equipment for the training to meet the requirements of the physical examination. The physical fitness test shall not be required but shall be voluntary for those employees who elect to participate. Employees shall not be compensated for the time used to take the test.

C. The Town of Old Orchard Beach and the Old Orchard Beach Police Patrolmen's Association jointly recognize that in accordance with Article 17, Section A, of this agreement, no standards established in this agreement will be discriminatory and the standards set are the minimum standards. Different levels are established versus age.

D. The minimum test performance standards are established based upon the Maine Criminal Justice Academy physical fitness standards and programs. Employees shall be considered passed for the purpose of the examination, if the employee meets or exceeds the requirements in all categories, or fails no more than two (2) individual test components.

E. The Town shall offer the test twice per year, once in the Spring and once in the Fall.

F. The Town of Old Orchard Beach and the Old Orchard Beach Police Patrolmen's Association jointly agree that although the standards set forth in this Article are minimum standards, the demand of police work requires an officer to maintain physical fitness beyond the established minimum standards. The Town and OOBPPA both encourage officers to work to exceed the standards.

G. An employee who meets or exceeds every requirement of the physical examination on the spring and the fall attempt shall receive a cash bonus of \$500 for each physical examination passed (total annually of \$1,000) to be paid within one month of the examination. The cash bonus shall be paid once per fiscal year (July to June).

ARTICLE 35 - TERM OF AGREEMENT

This Agreement shall cover the rights of the parties from July 1, 2025, through and including June 30, 2028.

TOWN OF OLD ORCHARD BEACH

BY: _____

DATE: _____, 202_

OLD ORCHARD BEACH POLICE PATROLMEN'S ASSOCIATION

BY: _____

DATE: _____, 202_

Exhibit 1

WAGE SCALE 07/01/2025 THROUGH 06/30/2026								
22.0%		0-2 yrs	2-5 yrs	5-10 yrs	10-15 yrs	15-20 yrs	20-25 yrs	25+ yrs
Patrol Officer	Step	0	1	2	3	4	5	6
	Annual	77211.36	81864.78	86784.97	89393.27	91230.92	93038.94	94876.61
	Weekly	1484.83	1574.32	1668.94	1719.10	1754.44	1789.21	1824.55
	Hourly	37.12	39.36	41.72	42.98	43.86	44.73	45.61
Corporal	Step		0	1	2	3	4	5
	Annual		91264.83	93898.50	96803.18	98700.12	100685.98	102701.48
	Weekly		1755.09	1805.74	1861.60	1898.08	1936.27	1975.03
	Hourly		43.88	45.14	46.54	47.45	48.41	49.38
Sergeant	Step		0	1	2	3	4	5
	Annual		96091.82	100863.82	104894.81	106999.23	109133.28	111356.26
	Weekly		1847.92	1939.69	2017.21	2057.68	2098.72	2141.47
	Hourly		46.20	48.49	50.43	51.44	52.47	53.54
Detective	Step		0	1	2	3	4	5
	Annual		84384.15	89393.27	92060.83	93740.60	95769.02	97697.60
	Weekly		1622.77	1719.10	1770.40	1802.70	1841.71	1878.80
	Hourly		40.57	42.98	44.26	45.07	46.04	46.97
Lieutenant	Step			0	1	2	3	4
	Annual			110615.27	112927.17	115120.51	117432.39	119744.29
	Weekly			2127.22	2171.68	2213.86	2258.32	2302.77
	Hourly			53.18	54.29	55.35	56.46	57.57

WAGE SCALE 07/01/2027 THROUGH 06/30/2028								
5%		0-2 yrs	2-5 yrs	5-10 yrs	10-15 yrs	15-20 yrs	20-25 yrs	25+ yrs
Patrol Officer	Step	0	1	2	3	4	5	6
	Annual	85125.52	90255.92	95680.43	98556.08	100582.09	102575.44	104601.46
	Weekly	1637.03	1735.69	1840.01	1895.31	1934.27	1972.60	2011.57
	Hourly	40.93	43.39	46.00	47.38	48.36	49.32	50.29
Corporal	Step		0	1	2	3	4	5
	Annual		100619.48	103523.09	106725.51	108816.89	111006.29	113228.38
	Weekly		1934.99	1990.83	2052.41	2092.63	2134.74	2177.47
	Hourly		48.37	49.77	51.31	52.32	53.37	54.44
Sergeant	Step		0	1	2	3	4	5
	Annual		105941.24	111202.36	115646.52	117966.66	120319.44	122770.27
	Weekly		2037.33	2138.51	2223.97	2268.59	2313.84	2360.97
	Hourly		50.93	53.46	55.60	56.71	57.85	59.02
Detective	Step		0	1	2	3	4	5
	Annual		93033.53	98556.08	101497.07	103349.02	105585.35	107711.60
	Weekly		1789.11	1895.31	1951.87	1987.48	2030.49	2071.38
	Hourly		44.73	47.38	48.80	49.69	50.76	51.78
Lieutenant	Step			0	1	2	3	4
	Annual			121953.33	124502.20	126920.36	129469.21	132018.08
	Weekly			2345.26	2394.27	2440.78	2489.79	2538.81
	Hourly			58.63	59.86	61.02	62.24	63.47

EXHIBIT
1

AGENDA ITEM #8919

Discussion with Action: Approve and grant an abatement for Map/Block/Lot: 103-5-4 in the amount of \$369.92 for FY25 real estate taxes to reflect the correct assessed value as determined by the assessor.

Chair: Shawn O'Neill

Memo

To: Town Council
From: Nicole Axelsen, Deputy Assessor
Date: December 18, 2025
Re: Owner: Blouin, Wendy

Location: 84 Milliken Mills Road – Map/Block/Lot: 103-5-4

In November of 2022 the assessed value for 84 Milliken Mills Road went from \$437,900 to \$663,000, a 51.4% increase. After receiving the FY23 tax bill in November 2023, the homeowners raised concern with the assessor. In a letter dated November 20, 2023 the assessor agreed to revise the assessed value to \$538,700 and abate the taxes for FY24 in the amount of \$1,417.02.

Over the last year and a half, the homeowners have continued to raise concerns with regards to how the assessment changed so dramatically from FY22 to FY23. I have completed an in depth review of their property record file.

My analysis revealed the property was sold to the current homeowner in October 2022 for \$575,000. In November 2022 the assessor manually updated the property record card. This was most likely due to assessor being made aware of the sale, realizing the property had been under assessed and making needed revisions to the property record card, which resulted in the significant assessed value increase.

Upon further review of the file, it was discovered the assessed value was \$572,700 after the FY24 abatement and November 20, 2023 letter from the assessor indicating the assessed value would be \$538,700.

After meeting with Diana and the homeowners, it has been determined to be fair and equitable to abate the taxes for FY25 and FY26 to \$538,700 as indicated in the November 20, 2023 letter.



Town of Old Orchard Beach
FY 2025

Memories Start Here

To: Lisa Dupra, Tax Collector

Abatement # 2567

We have abated the sum of	\$369.92	Real Estate
	\$	Personal Property

TOTAL: \$369.92

Taxes Assessed Against: Wendy L Blouin

For the Year: 2025

Map/Block/Lot #: 00103-00005-00004

Personal Property Account#

Reason: Overassessed based on meeting with DA Axelsen & Town Manager Asanaza on December 11, 2025 with Taxpayer.

Date _____

Old Orchard Beach Town Council

_____ Shawn O'Neil

_____ Kenneth Blow

_____ Jay Kelley

_____ Connor Rague

_____ Michael Tousignant

FOR ADMINISTRATIVE USE

BILL NO: 295
ABATEMENT CREDIT: _____
REFUND ISSUED _____



TOWN OF OLD ORCHARD BEACH

TAX COLLECTOR

ONE PORTLAND AVENUE
OLD ORCHARD BEACH, MAINE 04064
TEL. 207-934-5714 - ext 1531

OFFICE HOURS: MONDAY - FRIDAY 8:00 A.M. - 4:00 P.M.
TUESDAY EVENINGS UNTIL 6:00 P.M.

FISCAL 2025 ANNUAL TAX BILL

TAX RATE PER \$1,000: \$10.88

1987
00103-00005-00004
BLOUIN WENDY L
84 MILLIKEN MILLS RD
OLD ORCHARD BEACH ME 04064-1146

REAL ESTATE

Location: 84 MILLIKEN MILLS RD
MAP/BLOCK/LOT: 00103-00005-00004

CURRENT BILLING INFORMATION	
LAND VALUE	\$ 112,500
BUILDING VALUE	\$ 460,200
TOTAL EXEMPTIONS	\$ 25,000
TAXABLE VALUATION	\$ 547,700
TOTAL TAX	\$ 5,958.98

DUE DATE	TAX DUE 1ST BILL
09/17/2024	\$ 2,979.49
DUE DATE	TAX DUE 2ND BILL
03/17/2025	\$ 2,979.49

Bill #: 295

IMPORTANT TAX BILL INFORMATION

- If you have sold this property after April 1, 2024, it is your obligation to forward this bill to the new owner.
- The Commitment date for FY 2025 is August 16, 2024.
- The Bond Indebtedness on the Commitment Date is \$27,919,200.02.
- The percentage rate for FY 2025 tax bill to be used for the operations and maintenance of the Waste Water Treatment Plant and Sewer Infrastructure is 10.74%.
- Without State Aid for Education, Homestead Exemption Reimbursement, and State Revenue Sharing, your tax bill would have been 9.21 % higher.
- Payments made after due date will be subject to interest at 8.5% per annum.

PAY YOUR REAL ESTATE TAX BILL ONLINE AT:
www.oobmaine.com

**ANY PRE-PAYMENT OF TAXES
IS NOT REFLECTED ON THIS BILL**

**YOU WILL NOT RECEIVE A REMINDER FOR
THE SECOND INSTALLMENT WHEN DUE**

IMPORTANT INFORMATION ON REVERSE SIDE

TAX DISTRIBUTION	
SCHOOL:	41%
COUNTY:	3%
MUNICIPAL:	56%
TOTAL:	100%



GIDGETTE DUPUIS
COLLECTOR OF TAXES

146773

PAYMENT 2

PLEASE REMIT THIS PORTION WITH YOUR PAYMENT.
Checks payable to: **Town of Old Orchard Beach**

FY 2025

BILL NUMBER: 295
LOCATION: 84 MILLIKEN MILLS RD
MAP/BLOCK/LOT: 00103-00005-00004
BOOK / PAGE: 19144/0301
OWNERS NAME(S): BLOUIN WENDY L

BILL DATE: 08/16/2024
DATE DUE: 03/17/2025
AMT DUE: \$ 2,979.49
AMOUNT PAID: \$

00002082025500000295600002979490

PAYMENT 1

PLEASE REMIT THIS PORTION WITH YOUR PAYMENT.
Checks payable to: **Town of Old Orchard Beach**

FY 2025

BILL NUMBER: 295
LOCATION: 84 MILLIKEN MILLS RD
MAP/BLOCK/LOT: 00103-00005-00004
BOOK / PAGE: 19144/0301
OWNERS NAME(S): BLOUIN WENDY L

BILL DATE: 08/16/2024
DATE DUE: 09/17/2024
AMT DUE: \$ 2,979.49
AMOUNT PAID: \$

00002082025500000295600002979490

Because the abatement to the Blouin's is after one year but within three years from commitment, the Town Council, as municipal officers, can issue the abatement pursuant to 36 M.R.S. §841(1) Abatement Procedures.

Therefore, it is recommended that the Council take action to approve and grant an abatement in the amount of \$369.92 for FY25 to reflect the assessed value in the letter from the assessor dated November 20, 2023.

The Assessor Consultant, Shirley Bartlett, has issued an abatement for FY26 in the amount of \$394.40.

EXECUTIVE SESSION:

The Town Council will be holding an Executive Session for the discussion or consideration of the condition, acquisition or the use of real or personal property permanently attached to real property or interests therein or disposition of publicly held property or economic development only if premature disclosures of the information would prejudice the competitive or bargaining position of the body or agency under Title 1 M.R.S.A. Section 405 (6) (C) and the Council anticipates that the discussion will be held in executive session.

Chair: Shawn O'Neill

EXECUTIVE SESSION:

The Town Council will be holding an Executive Session for the discussion or consideration of the employment, appointment, assignment, duties, promotion, demotion, compensation, evaluation, disciplining, resignation or dismissal of an individual or group of public officials, appointees or employees of the body or agency under Title 1 M.R.S.A. Section 405 (6) (A), and the Council anticipates that the discussion will be held in executive session.

Chair: Shawn O'Neill

ADJOURNMENT

Chair: Shawn O'Neill