Town Council - Meeting Agenda

November 17th, 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:

PRESENTATION:

ACCEPTANCE OF MINUTES:

Accept the minutes from the 10/20/2026 Regular Town Council Meeting.

Chair: Shawn O'Neill

PUBLIC HEARING – BUSINESS LICENSE & APPROVALS:

F. Gino Breggia (Breggia Sanitation), 1 Waste Hauler Truck

Alfred & Lenor Indeglia, 1 East Grand Avenue #404, 306-1-2-404, 1 Year-Round Short-Term Rental

Janet Peters (Epoxy ME), 11 First Street, 206-32-2, 1 Retail License

Robert & Cynthia Gurry, 1 East Grand Avenue #308, 306-1-2-308, 1 Year-Round Short-Term Rental

Lee & Michael Roberts, 1 East Grand Avenue #312, 306-1-2-312, 1 Year-Round Rental

Stephen Zawisza, 1 East Grand Avenue #403, 306-1-2-403, 1 Year-Round Rental

Erica Vincent, 47 Randall Avenue #4, 323-8-12-4, 1 Seasonal Rental (no previous license)

Nathalie Menard, 104 East Grand Avenue, 304-7-11, 1 Year-Round Short-Term Rental (no previous license)

Kevin Boyle, 1 East Grand Avenue #401, 306-1-2-401, 1 Year-Round Rental

Kevin Boyle, 1 East Grand Avenue #512, 306-1-2-512, 1 Year-Round Rental

Jenny Hallett, 1 East Grand Avenue #310, 306-1-2-310, 1 Year-Round Short-Term Rental

Noemia Conde, 8 Eden Lane, 206-7-2, 1 Year-Round Short-Term Rental

Graeme Richard, 3 Arbutus Avenue, 206-17-4, 1 Year-Round Short-Term Rental (no previous license)

Paraskeve Noorigian, 111 Saco Avenue, 311-25-4, 1 Year-Round Short-Term Rental

Donald Rodge (Dons Stuff), 34 Saco Avenue, 206-26-4, 1 Retail License

Chair: Shawn O'Neill

PUBLIC HEARING – SPECIAL AMUSEMENT PERMITS & APPROVALS:

Patio Pub (Pier Patio Pub), 2 Old Orchard Street, 306-6-1, DJ, Solo, Band, Comedy, Inside & Outside, Sunday through Saturday, 11:00am to 1:00am (no change).

Patio Pub (Hooligans Landings), 2 Old Orchard Street, 306-6-1, DJ, Solo, Inside, Sunday through Saturday, 12:00pm to 12:30am (no change).

TPR, Inc. (Bull & Brew Winghouse), 6 East Grand Avenue, 306-5-2, DJ, Solo, Duet, Band, Inside, Sunday through Saturday, 12:00pm to 12:45am (no change).

Chair: Shawn O'Neill

TOWN MANAGER REPORT

NEW BUSINESS:

AGENDA ITEM #9129

Discussion with Action: Consideration and possible action on whether to find the property located at 90 Union Avenue, MBL 314-17-2, is dangerous or a nuisance pursuant to Maine's dangerous building statutes, 17 M.R.S. § 2851 et seq.

Chair: Shawn O'Neill

AGENDA ITEM #9130

Discussion with Action: Shall the Town amend the Code of Ordinances, Chapter 54, Traffic and Vehicles, Section 54-187, Restrictions and Prohibitions, adding a weight restriction to Miles Avenue Extension.

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 October 20th, 2026, at 6:30 p.m. to consider the following:

Shall the Town Council of the Town of Old Orchard Beach amend the Code of Ordinances, Chapter 54, Traffic and Vehicles, Section 54-187, Restrictions and Prohibitions, Miles Avenue, by adding the underscored language as follows:

Miles Avenue Extension: No vehicle having a registered gross weight in excess of 9,000 pounds shall be operated or caused to be operated on or over Miles Avenue Extension. Exceptions are emergency vehicles, municipal vehicles or solid waste removal service vehicles.

Per Order of the Municipal Officers this _____day of _____ , 2026.

A True Copy
Attest:

_____
Kim M. McLaughlin, Town Clerk

AGENDA ITEM #9131

Discussion with Action: Shall the Town consider ordinance amendments to Chapter 18 - Licensing, Article XII - Adult Use Marijuana Business Licensing to add to Section 18-606 definitions for transfer and transferee, add to Section 18-611 (3) defining selection criteria for a transfer, and adding to Section 18-617 transfer procedures.

Chair: Shawn O'Neill

Exit 710, LLC Proposed Amendment
Submitted: August 24, 2026

ARTICLE XII. ADULT USE MARIJUANA BUSINESS LICENSING[1]

Sec. 18-604. Purpose.

The purpose of this article is to provide for and regulate the issuance of local licenses for adult use marijuana business as defined in this article and by the State of Maine under the Marijuana Legalization Act, 28-B M.R.S.A. Chapter 1, as may be amended.

(Ord. of 11-16-2021(6))

Sec. 18-605. Authority.

This article is adopted pursuant to the authority granted by 28-B M.R.S.A. § 401 et seq., as may be amended.

(Ord. of 11-16-2021(6))

Sec. 18-606. Definitions.

As used in this article the terms listed below have meanings set forth below, whether or not such terms are otherwise defined elsewhere in this chapter.

Adult use marijuana: Marijuana cultivated, manufactured, distributed or sold by an adult use marijuana business.

Adult use marijuana business: Adult use marijuana stores regulated under this article.

Adult use marijuana cultivation facility: A facility licensed under this article to purchase marijuana plants and seeds from other cultivation facilities; to cultivate, prepare and package adult use marijuana; to sell adult use marijuana to adult use products manufacturing facilities, to adult use marijuana stores and to other cultivation facilities; and to sell marijuana plants and seeds to other cultivation facilities and immature marijuana plants and seedlings to adult use marijuana stores.

Adult use marijuana nursery cultivation facility: A facility licensed under this article to cultivate not more than 1,000 SF of plant canopy pursuant to 28-B M.R.S. § 501.

Adult use marijuana product: A marijuana product that is manufactured, distributed or sold by an adult use marijuana business.

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[1]Editor's note(s)—An ordinance adopted November 16, 2021(5), repealed the former Article XII, §§ 18-604—18-608, and an ordinance adopted November 16, 2021(6), enacted a new Article XII as set out herein. The former Article XII pertained to retail marijuana establishments and derived from Ord. of January 2, 2018(1).

Cross reference(s)—Adult use marijuana business, § 78-1279.

Adult use marijuana store: A facility licensed under this article to purchase adult use marijuana, immature marijuana plants and seedlings from an adult use cultivation facility, to purchase adult use marijuana and adult use marijuana products from an adult use products manufacturing facility and to sell adult use marijuana, adult use marijuana products, immature marijuana plants and seedlings to consumers.

Adult use marijuana products manufacturing facility: A facility licensed under this article to purchase adult use marijuana from a cultivation facility or another products manufacturing facility; to manufacture, label and package adult use marijuana and adult use marijuana products; and to sell adult use marijuana and adult use marijuana products to marijuana stores and to other products manufacturing facilities.

Applicant: A person or business entity that has submitted an application for licensure as an adult use marijuana business pursuant to this article.

Business entity: A partnership, association, company, corporation, limited liability company or other entity incorporated or otherwise formed or organized by law. "Business entity" does not include a federal, state or municipal government organization.

Compliant/compliance: The state of operating a business in accordance with municipal and state laws, ordinances and regulations.

Cultivation or *cultivate:* The planting, propagation, growing, harvesting, drying, curing, grading, trimming or other processing of marijuana for use or sale.

Dwelling: A building a portion thereof used exclusively for residential occupancy, including one-family, two-family, and multifamily dwellings, but not including hotels, motels, lodging houses or boardinghouses. The term "dwelling" includes the term "residence."

Edible marijuana product: A marijuana product intended to be consumed orally, including, but not limited to, any type of food, drink or pill containing marijuana or marijuana concentrate. "Edible marijuana product" does not include an edible product containing "hemp" as defined in Title 7 M.R.S.A, section 2231, subsection 1-A, paragraph D.

Harvested marijuana: The plant material harvested from a mature marijuana plant, except the stalks, leaves and roots of the plant that are not used for a qualifying patient's medical use. "Harvested marijuana" includes marijuana concentrate and marijuana products.

Immature marijuana plant: A marijuana plant that is not a mature marijuana plant or a seedling.

Licensed premises: the premises specified in an application for a state or local license pursuant to this chapter and article that are owned or in possession of the licensee and within which the licensee is authorized to cultivate, manufacture, distribute, sell, or test adult use marijuana or adult use marijuana products, in accordance with the provisions of this chapter and article and the requirements of state law and regulations.

Licensee: A person or business entity licensed pursuant to this chapter and article.

Local license: Any license required by and issued under the provisions of this chapter and article.

Local licensing authority: The license administrator, the license administrator's designee or the town council, as further specified in the provisions of this chapter and article.

Manufacture or *manufacturing:* The production, blending, infusing, compounding or other preparation of marijuana concentrate and marijuana products, including, but not limited to, marijuana extraction or preparation by means of chemical synthesis. "Marijuana" means the leaves, stems, flowers and seeds of a marijuana plant, whether growing or not.

Marijuana: The leaves, stems, flowers and seeds of a marijuana plant, whether growing or not. "Marijuana" includes marijuana concentrate but does not include hemp as defined in Title 7 M.R.S.A, section 2231, subsection 1-A, paragraph D or a marijuana product.

Marijuana product: A product composed of marijuana or marijuana concentrate and other ingredients that is intended for use or consumption. "Marijuana product" includes, but is not limited to, an edible marijuana product, a marijuana ointment and a marijuana tincture. "Marijuana product" does not include marijuana concentrate or a product containing hemp as defined in Title 7 M.R.S.A., section 2231, subsection 1-A, paragraph D.

Owner: A person whose beneficial interest in an adult use marijuana business is such that the person bears risk of loss other than as an insurer, has an opportunity to gain profit from the operation or sale of an adult use marijuana business and has a controlling interest in an adult use marijuana business.

Person: A natural person, partnership, association, company, corporation, limited liability company or organization or a manager, agent, owner, director, servant, officer or employee thereof. "Person" does not include any governmental organization.

Plant canopy: The total surface area within the licensed premises of a cultivation facility that is authorized by the department for use at any time by the cultivation facility licensee to cultivate mature marijuana plants. The surface area of the plant canopy must be calculated in square feet and measured using the outside boundaries of the area and must include all of the area within the boundaries. If the surface area of the plant canopy consists of noncontiguous areas, each component area must be separated by identifiable boundaries. If a tiered or shelving system is used by the cultivation facility licensee, the surface area of each tier or shelf must be included in calculating the area of the plant canopy. Calculation of the area of the plant canopy may not include the areas within the licensed premises of a cultivation facility that are used by the licensee to cultivate immature marijuana plants and seedlings and that are not used by the licensee at any time to cultivate mature marijuana plants.

Stakeholder: A stakeholder means, with respect to a trust, the trustee and beneficiaries; with respect to a limited liability company, all members and managers; with respect to a corporation, whether profit or non-profit, all stockholders, directors, corporate officers or persons with equivalent titles; and with respect to a partnership or limited liability partnership, all partners and investors.

State license: Any license, registration or certification issued by the State of Maine.

Testing or *test:* The research and analysis of marijuana, marijuana products or other substances for contaminants, safety or potency.

Transfer: a change in ownership interest or controlling interest (as defined pursuant to 28-B M.R.S.A. § 401 et seq. and the rules and regulations promulgated thereunder)

Transferee: a Person who is permitted to obtain a local license from a Licensee permitted by this chapter and article.

(Ord. of 11-16-2021(6); Ord. of 1-17-2023)

Sec. 18-607. Adult use marijuana business allowed.

Adult use marijuana business shall be allowed, subject to the requirements of this chapter and article and chapter 78 of the Old Orchard Beach Code of Ordinances.

(Ord. of 11-16-2021(6))

Sec. 18-608. Limitations in licenses.

No adult use marijuana business shall operate in the Town of Old Orchard Beach without obtaining a business license pursuant to this article. No more than the specified quantities of licenses shall be issued.

Adult use marijuana store (general business 1): One total

(Ord. of 11-16-2021(6))

Sec. 18-609. License application contents.

All license applications for adult use marijuana business licenses under this article shall complete and file an application on the form provided by the license administrator or their designee. All applicants must be qualified according to the provisions of this article and shall provide sufficient information to demonstrate that they meet all qualifications and standards established in this article. Each applicant shall be considered a licensee if a license is granted.

The completed application for an adult use marijuana business license shall contain, at a minimum, the following information and shall be accompanied by the specified documentation:

(1) Name of applicant.

a. If the applicant is an individual: The individual shall state their legal name and any aliases and submit proof that they are at least 21 years of age.

b. If the applicant is a partnership: The partnership shall state its complete name, and the names of all partners, whether the partnership is general or limited, submit a copy of the partnership agreement, if any, and submit proof that all partners are at least 21 years of age.

c. If the applicant is a corporation: The corporation shall state its complete name, the date of its incorporation, evidence that the corporation is in good standing under state law, the names and capacity of all officers, directors and principal stockholders, the name of the registered corporate agent, the address of the registered office for service of process, and submit proof that all officers, directors and principal stockholders are at least 21 years of age.

d. If the applicant is a limited liability company (LLC): The LLC shall state its complete name, the date of its establishment, evidence that the LLC is in good standing under state law, the names and capacity of all members, a copy of its operating agreement, if any, the address of its registered office for service of process, and submit proof that all members are at least 21 years of age.

e. If the applicant intends to operate the adult use marijuana business under a name other than that of the applicant, they must state the adult use marijuana business name and submit the required registration documents.

(2) The applicant's mailing address and residential address.

(3) Recent passport-style photograph(s) of the applicant(s).

(4) The applicant's driver's license.

(5) A sketch showing the configuration of the subject premises, including building footprint, plant canopy square footage calculations, interior layout with floor space to be occupied by the business, and parking plan. The sketch must be drawn to scale with marked dimensions.

(6) Evidence of all state approvals or conditional approvals required to operate the adult use marijuana business, including, but not limited to a state license as defined in this article.

(7) The location of the proposed adult use marijuana business, including a legal description of the property, street address, and telephone number. The applicant must also demonstrate that the property meets the zoning requirements for the proposed use.

(8) If the applicant has had a previous license under this article or other similar marijuana business, as licensed under 28-B M.R.S.A. Chapter 1, in another municipality in Maine, in the Town of Old Orchard

Beach, or in another state denied, suspended or revoked, they must list the name and location of the for which the license was denied, suspended or revoked, as well as the date of the denial, suspension or revocation, and they must list whether the applicant has been a partner in a partnership or an officer, director, or principal stockholder of a corporation that is permitted/licensed under this article, whose license has previously been denied, suspended or revoked, listing the name and location of the marijuana establishment for which the permit was denied, suspended, or revoked as well as the date of denial, suspension or revocation.

(9) If the applicant holds any other permits/licenses under this article or other similar marijuana business, as licensed under 28-B M.R.S.A. Chapter 1, from another municipality in Maine, the Town of Old Orchard Beach, or state the applicant shall provide the names and locations of such other permitted/licensed businesses, including the current status of the license or permit and whether the license or permit has been revoked.

(10) Completion of applicable release forms, supplied by the town, allowing the town to perform background checks of each applicant.

(11) The type of adult use marijuana business for which the applicant is seeking a license and a general description of the business including hours of operation.

(12) Proof of ownership of the property on which the adult use marijuana business will be located or, in the event the applicant is not the owner, the license application must be accompanied by a notarized statement and consent from the owner of the property acknowledging that a adult use marijuana business may be located on the property. If the property is leased or rented, the license application must be accompanied by a copy of the signed lease or rental agreement pertaining to the property or structure in which the adult use marijuana business may be located. In addition to the above, the applicant shall provide the name and mailing address of the owner of record of the property or structure.

(13) A copy of a map depicting all property boundary lines and land uses on each property within 1,000 feet of the adult use marijuana business property boundary lines.

(14) A business plan which shall include responses to the following:

a. Owner qualifications.

b. A budget for construction, operations, and maintenance.

c. Hours of operation and opening and closing procedures.

d. Daily operations, including, but not limited to customer check in procedures; location for receiving deliveries; estimate of number of customers per day; products to be sold; parking availability and location.

(15) A neighborhood compatibility plan which shall include responses to the following:

a. How the business will proactively address and respond to complaints.

b. How the business will be managed so as to avoid becoming a nuisance or having impacts on its neighbors and the surrounding community.

(16) A safety plan which shall include responses to the following:

a. The safety plan shall consider all possible fire, medical, and hazardous situations.

b. Accident and incident reporting procedures.

c. Evacuation routes.

d. The location of fire extinguishers and other fire suppression equipment.

e. Procedures and training for all fire and medical emergencies.

(17) A community relations plan which shall describe public outreach and education programs such as youth drug addiction and other actions that directly benefit the community.

(18) Responses and supplemental documentation answering each of the merit criteria identified in section 18-610(1).

(Ord. of 11-16-2021(6); Ord. of 1-17-2023)

Sec. 18-610. New license application procedure.

All applicants submitting new adult use marijuana business license applications shall follow the following license application procedure.

(1) *Part 1.*

a. All adult use marijuana business licenses applications will be evaluated by a determination of completeness and use of the merit criteria outlined below. The completed license application package shall include a completed license application, all of the information required by section 18-609 of this article, documentation showing the business location conformity with section 78-803 and section 78-1279(5)a., merit criteria responses and supplemental documentation was submitted, and the adult use marijuana store license application fee.

b. No applicant, person, business entity or stakeholder shall apply for more than one license in any location in town.

c. Completed license applications and any fees the town requires to conduct review of the application shall be submitted in person during regular business hours to the license administrator or their designee only during the posted application acceptance period as described in section 18-612 of this article.

d. Upon closing of the application acceptance period, the license administrator or their designee will review the license applications for the purpose of determination of completeness and assign points in accordance with the merit criteria identified in this section. The license administrator or their designee shall consult with town staff for the purpose of assisting with the determination of completeness. For the purposes of this article, a determination of completeness means a completed license application and all materials are provided in accordance with section 18-609 of this article, the business location conforms with section 78-803 and section 78-1279(5)a., merit criteria responses and supplemental documentation was submitted, and the required fee was submitted. During the determination of completeness and merit criteria review, the town manager shall authorize background checks on all applicants. Applicants will not be allowed to submit new information or resubmit incomplete information during or after determination of completeness and merit criteria review.

e. Merit criteria. All applicants must provide responses and supplemental documentation answering and supporting answers for each of the following merit criteria. The supplemental documentation shall provide the support which demonstrates how the applicant will comply with their response to the merit criteria.

Merit Criteria	Possible Points	Applicant Score
e.1. The applicant or owners of an applicant that own 30% or more of a business applying for a business license are also owners of any business for 2 or more consecutive years that (select one and provide documentation):		

— _ - Requires municipal and state approvals:	1	
— _ - Requires municipal approvals:	1	
Total Points Possible: 1		
e.2. The applicant or owners that own 30% or more of a business applying for a business license can document their ability to operate an adult use or medical marijuana store, caregiver retail store or its equivalent with no history of license suspensions or revocations (select all that apply).		
— _ - Operated a compliant adult use marijuana store in Maine for 1 or more years:	2	
— _ - Operated a compliant medical marijuana caregiver retail store in Maine for 2 or more years:	2	
— _ - Operated a compliant adult use marijuana or medical marijuana store, caregiver retail store or its equivalent in another State for 2 or more years:	2	
Total Points Possible: 6		
e.3. The property where the proposed adult use marijuana business will be located can be defined as "Use, commercial" as defined in Old Orchard Beach Zoning Ordinance, Sec. 78-1, at the time the license application is submitted or any time within the previous 4 years:	2	
Total Points Possible: 2		
e.4. Retail sales floor area size (select one).		
— _ - Proposed business sales floor area (area of licensed sales area open to the public) size of 1,500 sq. ft. of less:	2	
— _ - Proposed business sales floor area size more than 1,501 sq. ft. but less than 2,500 sq. ft.:	1	
Total Points Possible: 2		
e.5. Business incorporates energy efficient elements and green infrastructure (select all that apply).		
— _ - Applicant will utilize energy efficient lighting indoors and outdoors certified by the U.S. Department of Energy:	1	
— _ - Applicant will utilize permeable or pervious asphalt or concrete:	1	
— _ - Applicant will utilize an on-site renewable energy source such as solar:	1	
Total Points Possible: 3		

e.6. Applicant provides Maine Registered Traffic Engineer analysis and assessment report demonstrating customer vehicle traffic will not negatively contribute to high crash locations identified by Maine Department of Transportation, 2019-2021 data:	2	
Total Points Possible: 2		
e.7. Proposal has legal access and use to on-site off-street parking that exceeds town parking requirements identified in Ch. 78, Sec. 1279 (5) by 20% or more:	1	
Total Points Possible: 1		
e.8. The lot where the adult use marijuana business is proposed to be located does not share a real property boundary line with a lot used for one or more dwelling purposes as of the date of the adoption of these merit criteria:	2	
Total Points Possible: 2		
e.9. Applicant proposes redevelopment of a building or property that has been vacant for at least twelve consecutive months preceding the date of the adoption of these merit criteria:	1	
Total Points Possible: 1		
Maximum Total Merit Criteria Points Available	20	
Total Merit Criteria Points Awarded		

f. Merit criteria evaluation. Following the closing of the application acceptance period, the license administrator or their designee will evaluate the applicant's response to merit criteria and supplemental documentation. The license administrator or their designee may consult with town staff, town legal counsel, and peer review engineers for the purpose of assisting with the evaluation. For each criterion met by the applicant, the applicant shall receive the entire assigned point value or associated sub scores. Submissions with no response to criteria will receive zero points for the criteria or associated sub criteria that received no response from the applicant. Submissions with responses but without supplemental documentation will receive zero points for each criteria or associated sub criteria without supplemental documentation. The scores awarded by the license administrator or their designee shall be totaled for each application. The application that scores the highest point total shall be the application selected for merit criteria purposes. Each application will be independently scored.

g. In the event of a merit criteria scoring tie between two or more applications with the highest point total, license application selection shall be administered through a public random lottery. Applications that qualify for the lottery are only those tied for the highest point total. The council will conduct a lottery drawing from among the selected license applications to determine which applicant is awarded the opportunity to proceed to conditional use permit review process. The council will randomly select, via the lottery drawing, each license application. The order in which each license application is drawn shall determine the priority for each application for the purpose of proceeding to the conditional use permit review process. The first license application selected by the council has the priority with subsequent priority following in numerical selected position. Selection in the lottery is not approval of the license application.

h. Within 60 calendar days after closing of the application acceptance period, the license administrator or their designee will conclude the determination of completeness review and merit criteria evaluation process and notify all applicants of the results. The application selected by the license administrator or their designee shall: have been determined complete; confirmed the business location is in apparent conformity with Old Orchard Beach Code of Ordinances Chapter 78, section 78-803 and section 78-1279(5)a.; scored the highest total points for merit criteria; and submitted the required fee. In the event of a merit criteria scoring tie, the applicants who are tied shall proceed to the public random lottery before the selected license application can proceed to the conditional use process. In the event a single application scores the most points, that applicant shall proceed with the conditional use permit process. Selection of a license application is not approval of a license application, it only provides the applicant the right to apply for a conditional use permit.

i. The selected applicant shall submit a complete conditional use permit application to the planning board within 90 days of the date of license application selection notification. Failure to submit a complete conditional use permit application within the time frame stated above shall disqualify an applicant from Parts 2 and 3 of this section.

(2) *Part 2.* Only the applicant selected in part 1; have secured conditional use permit approval from the planning board; and supply evidence of all state approvals required to operate a adult use marijuana business have the town's approval to continue with part 2 of the license application procedure.

a. The applicant shall submit the following to the town manager:

(i) Copy of the completed license application and license application contents identified in section 18-609 of this article

(ii) Copy of conditional use permit findings of fact;

(iii) Copy of conditional use permit application submission to the planning board;

(iv) Attested statement certifying the documentation in 18-610(1) remains the unchanged;

(v) Proof and copy of all state license ~~final~~conditional approvals allowing the adult use marijuana business; and

(vi) Any other information the town manager feels is necessary to assist the town council with review and final decision.

(vii) Full payment of the adult use marijuana store license fee.

b. Upon receipt of the above, the town manager will place on the town council agenda with the request of scheduling a public hearing.

c. The town manager shall authorize background checks on all applicants for adult use marijuana business licenses before any license application is placed on the town council agenda.

d. The council will conduct a public hearing for each adult use marijuana business license application. The applicant shall provide notice of the public hearing location, date, and time to all property owners within 1,000 feet of the premise's property boundary lines. Notice shall be mailed by the applicant at least ten days before the public hearing is held. Proof of mailing shall be submitted to the town manager before the date of the public hearing.

e. Upon completion of the public hearing, the town council will consider public comments, applicant submissions, staff evaluations, state records, and any other documentation the council determines is necessary in order to conduct a final review.

(3) *Part 3.* At a regularly scheduled meeting of the town council following the public hearing, the council will make a final decision on adult use marijuana business license applications. Only those applicants who successfully meet [section] 18-610(1) and (2) and other applicable state laws, this article and Old Orchard Beach ordinances and adopted codes will be eligible to receive an adult use marijuana business license. The town council shall apply the review criteria set forth in section 18-35 of this chapter in making its determination on the license application.

The town council shall have the authority to impose any conditions on a license that are reasonably necessary to ensure compliance with the requirements of this article or to address concerns about operations. Failure of any licensee to comply with such conditions shall be considered a violation of the chapter and article.

Marijuana business licenses issued under this section shall automatically expire if the licensee does not commence operation of the marijuana store within 180 days from the date of license issuance. An application for the renewal of an expired license under this subsection shall be treated as a new license application.

(Ord. of 11-16-2021(6); Ord. of 1-17-2023)

Sec. 18-611. Renewal license application procedure.

(1) Each license issued shall be effective for one year from the date of council approval.

(2) Renewal license applications shall be submitted to the license administrator or their designee a minimum of 45 days before the date of expiration of the annual local license. Any licensee who fails to submit a renewal application by the applicable deadline shall not have authority to operate until a license is granted.

(3) Renewal license applicants shall be subject to the procedure and shall submit documentation identified in section 18-610(2) and (3) of this article~~.~~; provided that the Transferee renewing a license shall not be subject to Section 18-610(2(iv) and the criteria otherwise set forth in Sec. 18-610(1) shall not be considered by the Town council for the renewal of a Transferee's license Applicants shall be subject to updated background checks and inspections of the premises.

(4) Applicants shall submit documentation, including identified actions, which demonstrates compliance with initial application merit criteria responses and supplemental documentation.

(5) The town manager shall consult with town staff before any license application is placed on the town council agenda. The purpose of this consultation is to allow town staff an opportunity to provide feedback to the town council.

(Ord. of 11-16-2021(6); Ord. of 1-17-2023)

Sec. 18-612. Application acceptance period.

(1) The license administrator or their designee shall provide notice within a local newspaper of general circulation and on the Town of Old Orchard Beach website announcing when the town will accept new adult use marijuana business license applications. The notice shall include dates during which new license applications will be accepted and contact information for questions. The license administrator or their designee will accept new adult use marijuana business license applications up to ten business days during the posted licenses application period.

(2) If additional licenses become available, the license administrator or their designee will provide notice within a local newspaper of general circulation and post on the Town of Old Orchard Beach website. The notice shall include dates during which the applications will be accepted and contact information for questions.

(Ord. of 11-16-2021(6); Ord. of 1-17-2023)

Sec. 18-613. Expired license.

An application for the renewal of an expired license shall be treated as a new license application. Any licensee who fails to submit a renewal application by the applicable deadline shall not have authority to operate until a license is granted.

(Ord. of 11-16-2021(6))

Sec. 18-614. Background checks.

The town manager shall authorize background checks of each license applicant and renewal license applicant. If the applicant is a business entity, every officer, director, manager and general partner of the business entity is required to submit to a criminal history check. Failure to submit required release for a background check is grounds for denial of a license. The applicant shall be billed for the cost of the background check.

(Ord. of 11-16-2021(6))

Sec. 18-615. Right of access/inspections.

Every adult use marijuana business shall allow law enforcement officers, fire department officials code enforcement officer, and license administrator or their designee entry onto the premises at reasonable times for the purpose of checking compliance with all applicable state laws, this article and other Old Orchard Beach ordinances and adopted codes.

(Ord. of 11-16-2021(6); Ord. of 1-17-2023)

Sec. 18-616. Fees.

Adult use marijuana business license application and store license fees. Adult use marijuana business license application and store license fees are set forth as specified in the schedule of license, permit and application fees established by the town council. All applicants are responsible for the town's expenses associated with the review of an application, including the cost of any third-party review if necessary. The store license fee shall be paid by applicants selected for part 2 of the new license application procedure and for store license renewal.

(Ord. of 11-16-2021(6))

Sec. 18-617. Transfer of ownership and change of location.

Except as permitted pursuant to this Section 18-617. Licenses issued under this article are not transferable ~~to~~

(1) Permitted Transfers:

a. Voluntary Transfers:

i. A Licensee may transfer a ~~new owner. Any change~~local license, not then under suspension or revocation pursuant to this chapter, to a Transferee subject to the following conditions:

1. The Transferee, or any person owning thirty percent (30%) or more of a Transferee that is a business entity, shall provide evidence of operating a separate business, within or without the State of Maine, which requires either municipal, state, or federal licensing or approval.

2. The Transferee shall provide proof and copies of all applicable state license conditional approvals allowing the adult use marijuana business;

3. The Transferee shall be subject to background checks pursuant to Section 18-614;

4. The Transferee shall provide an attested statement certifying that it will comply with all conditional use and performance standards listed in Sec. 78-1279 and described in current conditional use permit issued pursuant to chapter 78;

5. The Transferee shall provide sufficient documentation demonstrating possession or entitlement to possession of the proposed licensed premises of the adult use marijuana business pursuant to a lease, rental agreement, purchase and sale agreement or other arrangement for possession of the premises or by virtue of ownership ~~or change in~~of the ~~officers of an owner~~premises;

6. The Transferee shall ~~require~~provide a ~~new~~copy of the document evidencing the transfer of the local license~~.~~ as between the Licensee and Transferee.

b. Involuntary Transfers:

i. A Licensee may transfer a local license, not then under suspension or revocation pursuant to this chapter, to a Transferee pursuant to 18-691 C.M.R., Chapter 20, § 12(4).

(2) Local licenses transferred pursuant to this Section 18-617 shall be valid for the remainder of the term of the local license. The Transferee shall be subject to the renewal process in accordance with this chapter and article. Licenses are limited to the location for which they are issued and shall not be transferable to a different location. A licensee who seeks to operate in a new location shall acquire a new local license for that location.

(3) Transfer Procedure: The Transferee shall submit an application to the license administrator containing the information listed in Sec. 18-609(1)-(11) and the materials requested in Sec. 18-617(1)(a). Such application shall be signed by both the Transferee and Licensee. The license administrator shall review the application for completeness and compliance with this Sec. 18-617. Upon the license administrator's determination that the transfer is in compliance with this chapter, the license administrator shall issue a local license to the Transferee conditioned on the issuance of all final state licenses.

(4) A Transfer of a local license made pursuant to this Sec. 18-617 shall not be considered a change of use/addition of use/expansion of use under Sec. 78-1279(q).

(5) Sec. 78-1279(4)(b) and (c) shall not apply to Transfers.

(Ord. of 11-16-2021(6))

Sec. 18-618. Appeals.

Any appeal of a decision of the town council shall be to the Superior Court, in accordance with the requirements of Rule 80B of the Maine Rules of Civil Procedure.

(Ord. of 11-16-2021(6))

Sec. 18-619. Violations and penalties.

The operation of any adult use marijuana business without the required local license or in violation of the requirements of this chapter and article including, but not limited to the applicant's documented responses and submissions to the merit criteria shall be a violation of this chapter and article. Violations shall be subject to fines as set forth in section 18-28 of this chapter and may result in revocation of adult use marijuana business license.

(Ord. of 11-16-2021(6); Ord. of 1-17-2023)

Sec. 18-620. Severability.

The provisions of this article are severable, and if any provision shall be declared to be invalid or void, the remaining provisions shall not be affected and shall remain in full force and effect.

(Ord. of 11-16-2021(6))

Sec. 18-621. Other laws.

Except as otherwise specifically provided herein, this article incorporates the requirements and procedures set forth in the Maine Marijuana Legalization Act, 28-B M.R.S.A. Chapter 1, as may be amended. In the event of a conflict between the provisions of this article and the provisions of said Act or any other applicable state or local law or regulation, the more restrictive provision shall control.

(Ord. of 11-16-2021(6))

Sec. 18-622. Effective date.

The effective date of this article shall be the date of adoption by the town council.

(Ord. of 11-16-2021(6))

AGENDA ITEM #9132

Discussion with Action: Approve the Special Event Permit for Pier Leasing/Michael Courtemanche to hold JeepFest on Old Orchard Street and in the Square on Saturday, September 11th, 2027, from 9:00 a.m. to 5:00 p.m., including set up and takedown. The Square and Old Orchard Street from Saco Avenue to Milliken/First Streets will be closed during the event. On Old Orchard Street there must be a 20-foot fire lane down the center of Old Orchard Street for fire apparatus. There will be no parking or any vendors on Old Orchard Street between Milliken/First Street. Insurance, listing the Town of Old Orchard Beach as additionally insured, must be provided to the Town Clerk's Office at least one month before the event. Applicant is required to meet with the Fire and Police Departments at least two weeks prior to the event and must have OOB fire/police assist in set up and during the event.

Chair: Shawn O'Neill

Town of Old Orchard Beach
Special Event Permit application

Application for Special Event Permit

Please read the following:

- All applications must be thoroughly completed. Failure to fully complete an application may result in a delay in the processing.
- This application is to be completed by the individual or authorized representative of the organization regulating the event and requesting the permit. Submission of an application does not guarantee the event will be approved. Do not publicize or promote your event until your notification of acceptance has been issued.
- All applications must be received by the Town Clerk's Office not less than thirty (30) calendar days prior to the date on which the person proposes to conduct such special event. If not received by that date, the application may be subject to non-approval for that reason.
- Special Event Permit applications require a $50 (per day, including dates of set up/take down) **non-refundable fee** to be paid at the time application is received.
- A Special Event Permit Application will be deemed "received" on the date the Town Clerk's Office receives:
    - A completed application
    - Appropriate Insurance, listing the Town of Old Orchard Beach as additionally insured (if event is within 30 days)
    - Application fee
- Once you have completed the application, please return to the Town Clerk's Office:

    Town Clerk's Office
    1 Portland Avenue
    Old Orchard Beach, ME 04064

NOTE: Weddings are not permitted on the beach from June 15th up to and including Labor Day weekend, between the hours of 10-6 p.m. Set-up cannot begin until 6 p.m.

If you have any questions, please contact the Town Clerk's Office at 207-934-4042 or e-mail the Town Clerk, Kim McLaughlin, at kmclaughlin@oobmaine.com

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APPLICATION INFORMATION

PLEASE SUBMIT A **COMPLETE** APPLICATION A MINIMUM OF **30 CALENDAR DAYS** PRIOR TO THE EVENT.

1. Name of applicant Michael T. Courtemanche

Address of applicant 107 Shanley Dr Attleboro, MA 02703
City State Zip

Phone number of applicant (508) 472 1321 Fax ( ) N/A

Cell phone ( ) SAA E-mail oobjeepfest@gmail.com

On whose behalf is this event being conducted? (Organization, Firm, Corporation, if applicable)

Old Orchard Beach JeepFest

Website address (if an Organization, Firm or Corporation)

Type of Event:

- [x] Festival/Fair
- [ ] Race/Walk/Bike Ride
- [ ] Concert
- [ ] Parade/March
- [ ] Other – Please specify

2. Event Description (name all vendors who will provide entertainment and the type of entertainment provided)

No entertainment vendors.
All vendors will be Jeep/Auto parts accessories, local crafters and jeep clubs with their merch.

Will you be using tents? X YES ____ NO

If yes, list size of tent and supplier, as well as what portion of the event will be taking place under the tent (i.e. cooking, sales, picnic tables, chairs, etc), and how the tent will be secured.

10x10. secured w/ leg stakes & weighted bags.
event owned.

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Will you be using staging? _____YES X NO

If yes, the following items will be used at the event (Please mark all that apply):

☒ Amplified Music ☐ Bleacher(s) ☐ Dance Floor(s) ☐ Live Entertainment
☒ Loud Speaker(s) ☐ Microphone(s) ☐ Stadium(s) ☐ Stage(s)

☐ Other: _____

Note: If any of the above items will be used, please indicate their location on your attached Site Plan/Map. Use of the above items may require the Event Organizer to meet ADA regulations.

3. Chairperson and/or responsible party for the event, if other than above:
(Include information how this person may be contacted at any time during the event).

Name N/A Work Phone (___)_____

Address_____
City State Zip

Cell phone (___)_____ Fax (___)_____

E-mail_____

4. SET-UP Date for Event 9/11/27 Day of Week Sat from 0900 to 1700

Date of Event _____ Day of Week _____ from _____ to _____

Date of Event _____ Day of Week _____ from _____ to _____

Date of Event _____ Day of Week _____ from _____ to _____

Date of Event _____ Day of Week _____ from _____ to _____

TAKE-DOWN date _____ Day of Week_____ from _____to _____

RAIN DATE(s) N/A Times_____
(if rain date listed, insurance must list rain date)

5. Location of the Event 00B st., 1st St., municipal lot veterans park, municipal lot Milliken St
(if applicable, a map or diagram showing the area to be used, or parade route)

6. The estimated number of participants in the event

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_____ 0-150; _____ 150-500; _____ 500-1000; X 1,000+

7. If a parade or public gathering, will it occupy any or all of the roadway involved or to be traversed? (if yes, explain). Use extra sheet of paper to describe exact route of parade, including any water stops.

OOB St from 1st → Saco Ave.
1st St from Staples St → Heath St

8. Will the sale of food and/or beverages occur at the event? N/A If yes, describe the commodities to be sold.

☐ Alcoholic Beverages (only at Ballpark, using Ballpark Licensee) ☐ Pot Luck Items
☐ Professional Catering ☐ Non-Profit Food Vendors ☐ Retail Food Vendors

9. Will there be merchandise sold at the event? X YES _____ NO

Description of merchandise Jeep Event clothing items

10. Is the event a Charitable event? X YES _____ NO

Is this event co-sponsored by the Town of Old Orchard Beach? _____ YES X NO

If this event a Regional School Unit #23 event? _____ Yes X NO
(The request for a waiver can only be requested if the event is a RSU #23 event or sponsored or co-sponsored by the Town of Old Orchard Beach).

11. If the event is charitable, name the beneficiary of the proceeds from the event:

12. List any Event Sponsors:

numerous vehicle part companies
Crown automotive
rock jack 4x4
Skyjacker suspensions

Will admission be charged for the event? _____ YES X NO
Will participants be charged for parking? X YES _____ NO

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13. Has this event been held previously in Old Orchard Beach?

X YES (if yes, please list dates): past 6yrs. weekend after labor day.

____ NO

14. What is the applicant doing to ensure the event will not endanger the public safety or disturb the peace? Describe your plans for security at your event, including crowd control (attach additional sheets if necessary). Security plan will need final approval by the Old Orchard Beach Police Department and they have final say in appropriate number and type of security personnel required. Must include at least one Old Orchard Beach Police Officer, if security is required. Costs associated with security are the sole responsibility of the event organizer.

Please describe your security plan (including your plans for controlling ingress/egress of all persons, vehicles, equipment, and Emergency Medical Services) :

I will have more volunteers this year.

All visible in hi-viz attire. barricades. staging at Milikon St lot and sent to parking areas in small groups escorted by volunteers.

Additional Uniformed presence provided by: ___Off-Duty Police Officers; ___ Private Security;

X Volunteers

Times: 0800-1700 How many? 36

If you have already made contact with someone about security, provide the contact name and number:

Name: _____ Phone Number: _____

Please list any items that will be left overnight. If equipment will be left on-site overnight, provide details for personal property safety and security of site: (Note that the event organizer is solely responsible for items left on the property. The Town assumes no responsibility for items of personal property at the location at any time)

N/A

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Will audible devices be used at this event? X YES ____NO
If yes, what type of devices will be used? What time will they be used? (Decibel level limits are in Chapter 26 of the Code of Ordinances).

Jeep stereo systems for short showcases.

Speaker & microphone for raffle announcement.

Where will the event attendees/participants park? OOB St., 1st St., Veterans Park municipal lot. any non event registered vehicles in town lots

Will a shuttle service be provided from parking areas to the event site? ____YES X NO

If yes, please describe shuttle plan, and name of company provided service:

Will you require special parking (RV's, trailers, trucks)? ____YES X NO

If yes, give details: ____

15. Describe your plans for waste disposal at your event. What arrangements have you made for removal and disposal of trash generated by your event? Please supply details of numbers and type of containers and supplier of containers that will be used. (Attach additional sheets if necessary) Costs associated with waste disposal are the sole responsibility of the event organizer. Disposal in Town trash receptacles is NOT an accepted means of disposal, and is prohibited.

pack in /pack out. we will dispose of our trash.

Is the use of barricades necessary/requested for this event? yes

If yes, number needed and location Heath St, 1st St, Miliken St, Saco Ave, OOB St

Will it be necessary to cover street and/or parking signs for this event, or place no parking signs?

X YES ____NO If yes, please describe:

no parking signs along OOB St & 1st St please.

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Is any other public works assistance needed? No

If using First Street or Memorial Park Parking Lot, has the applicant reserved two spaces for Amtrak Parking? I WILL.

16. Will there be any use of fire (i.e. tiki torches, grills, barbecues, bonfires, etc? _____YES X NO

If yes, explain: _____

If this application includes a request for a bonfire, the attached Bonfire Permit must also be filled out.

17. Describe your plans for all signage and/or decorations for the event. Please include type of signage to be used, and description of verbiage being posted on signage.

"Old Orchard Beach Jeepfest" feather flags, banners, 10x10 pop up tents.

Will this event be posting a banner on public property? X YES _____NO

If yes, please list requested dates, dimensions of banner, wording on banner, and location (no more than two weeks prior to the event):

I have 2.5' x 4' banners. I dont know where I could place them. If possible I'd love guidance.

18. Alcohol is not allowed on public property, except as outlined in the liquor license for the Ballpark. If this is a Ballpark event, will there be alcohol available for consumption? Note, if alcohol is being served, the Town requires additional Liquor Liability Insurance (minimum $2,000,000, listing Town of Old Orchard Beach as additionally insured): _____YES X NO

Will the alcohol be: N/A Sold; _____Given away; _____Both

Describe the type of alcohol to be served, times consumption will be allowed, and plans for controlling consumption:

N/A

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19. If this is a Ballpark Event, have you signed an agreement with the Ballpark Commission for use of the Ballpark? _____Yes, it's attached ___X___No

20. Will the event involve professional fireworks? _____YES ___X___NO
Consumer Fireworks are prohibited. If professional fireworks are requested, what is the name of the Pyrotechnics Company?_____
(If fireworks are requested, the Fire Chief or his designee must approve of the site prior to the application being submitted to the Town Council for consideration. The Pyrotechnics Company must submit the approval the Maine State Fire Marshal's Office at least one week prior to the event, and the event sponsor's insurance must list that fireworks are occurring).

What time/date will the fireworks display occur? N/A

21. Will there be any kind of animals at this event? (e.g. petting zoo, pony rides, etc.) ___YES___X___NO

If so, please indicate the location of the animals on the Site Plan/Map.

22. Piping Plovers are state and federally protected birds that nest on beaches. There are mandatory beach management guidelines from April 1st through August 31st of each year. Will this event occur on the beach? _____YES ___X___NO

If yes, you must contact the Public Works Department at 207-934-2250, approximately one week prior to the event. In the event there are any active piping plover nests in the vicinity of your event, you may have to move your event farther down the beach, or request permission to change the date of your event.

Piping Plover Essential Habitat: The Maine Department of Inland Fisheries and Wildlife (MDIFW) has designated two areas on Old Orchard Beach as "Essential Habitat" for nesting piping plovers. By statute, a state agency or municipal government shall not permit, license, fund, or carry out projects/events that will significantly alter an Essential Habitat or violate protection guidelines adopted by MDIFW. This rule is not a prohibition of all projects within areas designated as Essential Habitat. ***However, projects must be reviewed by MDIFW before Town approval.***

If the event is located partly or wholly within a mapped Essential Habitat the applicant will need to coordinate with municipal staff to submit a "Request for Project Evaluation" to MDIFW. MDIFW will evaluate the final event proposal per review standards established for Essential Habitats and determine if the event would significantly alter the habitat or violate protection guidelines. Application is attached.

The applicant is encouraged to obtain MDIFW guidance during project planning and design. Early involvement of MDIFW will help to minimize or avoid potential conflicts, facilitate cooperation between all parties, and enable quick turnarounds on project evaluations.

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23. Certificate of Insurance and Additional Insured Endorsement page must be provided to the Town of Old Orchard Beach Town Clerk's Office 30 days prior to the event date. The applicant shall at its own cost and expense furnish a policy or policies for property damage or bodily injury in the amount of at least $500,000. The Town of Old Orchard Beach **MUST** be listed as an Additional Named Insured.

_____Yes, it has been provided with the application; __X__ No, it will be provided at least 30 days prior to the event.

24. Is the applicant requesting the use of the RSU #23 school property (schools, parking lots, playing fields)? _____YES __X__NO. If yes, has the applicant received approval from RSU #23 or the date the applicant will receive approval?

_____

_____

SPECIAL EVENT PERMIT AGREEMENT

I, M.T. Courtemanche on behalf of Old Orchard Beach JeepFest
(Print Applicant Contact Name) (Print Organization/Group Name)

Agree to abide by the following Special Event requirements:

1. All pre-event determined fees shall be paid at least two weeks prior to the event. I agree to pay any costs determined after the event immediately upon receipt of invoice.

2. Certificate of Insurance and Additional Insured Endorsement page must be provided to the Town Clerk's Office at least 30 days prior to the event date. The Town of Old Orchard Beach MUST be listed as an Additional Name Insured with the proper endorsement included. MTC **(initial)**

3. To develop a comprehensive security plan in conjunction with the Old Orchard Beach Police Department.

4. Town property shall not be removed from the premises including but not limited to benches, trashcans, tables, chairs, fencing, signs, etc.

5. Premises will be left in as good a condition as received except for reasonable wear and tear. All trash will be disposed of properly within 12 hours of the end of the event. I accept responsibility for any damages that might occur during the period of use.

6. To comply will all laws, rules, and regulations of the federal, state, and Town governments governing operations and conduct on Town property.

7. This permit agreement may be terminated by the Town of Old Orchard Beach at any time upon finding a violation of any rule, ordinance, and/or condition of the permit or upon good cause shown.

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8. For myself and any other persons, organizations, firms and corporations sponsoring the event, which is the subject of this permit application, jointly and severally, hereby contract and agree to pay all costs of services provided by the Town of Old Orchard Beach, in support of said event.

9. For myself and any other persons, organizations, firms, and corporations sponsoring the event which is the subject of this permit application, jointly and severally, hereby contract and agree to indemnify, defend and hold harmless the Town of Old Orchard beach, its officers and employees, against all claims, loss or liability from any claim or suit arising or alleged to have arisen from any act or omission of said applicant, its agents, invitees or other sponsor in connection with said event.

10. The facility/area is provided in an "as is" condition. The event organization assumes all responsibility for the security and safety of all participants and spectators of the event.

11. I understand that the Town of Old Orchard Beach has no responsibility for equipment and/or items of personal property at the location at any time.

12. Any misrepresentation or deviation from the final permit conditions will result in immediate revocation of the permit and halting of the event.

13. Events are considered rain/shine. Refunds are not issued if the event does not occur.

14. The permit does not authorize alcohol on any public property, including, but not limited to the beach, Memorial Park, streets and sidewalks.

15. Consumer Fireworks are illegal in Old Orchard Beach.

I have read and understand the Special Events Permit Agreement terms and conditions and I agree to be bound by said terms and conditions. I certify that the information I provided is accurate to the best of my knowledge.

Signature: _____ Date: 09/23/26
(authorized representative)

Print name: Michael T. Courtemanche

Print Organization Name (if applicable): Old Orchard Beach JeepFest

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SITE PLAN SKETCH OF SPECIAL EVENT (Completed by Event Coordinator)
In the space below, please provide the following information. Attach a separate map if necessary.

General Map of Location
Event Coordinator's Booth
Tents/Stages/Grandstands
Porta Potties/Rest Rooms
Vendor Locations
Garbage Cans
Water Sources
Street Closures/Parking Information
Water/Electricity Sources
Loudspeakers

See attached photos.
I will be mimicking the car show locations.
the only difference will be the requested use of the Miliken St Municipal Lot for staging prior to the event.

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AGENDA ITEM #9133

Discussion with Action: Approve the Special Event Permit application for the Chamber of Commerce to hold their annual Holiday Celebration on Saturday, December 5th, 2026, from 2:00 p.m. to 6:00 p.m. to include set up and takedown. There will be a tree lighting in Veteran's Memorial Park, a food drive, and a live band. A trolley will bring families around OOB for an art walk and then bring Santa and Mrs. Claus to the Chamber of Commerce. Request to close First Street between Heath and Staples Street. Rain date will be Sunday, December 6th, 2026.

Chair: Shawn O'Neill

Celebration 2026

Town of Old Orchard Beach
Special Event Permit application

Application for Special Event Permit

Please read the following:

- All applications must be thoroughly completed. Failure to fully complete an application may result in a delay in the processing.
- This application is to be completed by the individual or authorized representative of the organization regulating the event and requesting the permit. Submission of an application does not guarantee the event will be approved. Do not publicize or promote your event until your notification of acceptance has been issued.
- All applications must be received by the Town Clerk's Office not less than thirty (30) calendar days prior to the date on which the person proposes to conduct such special event. If not received by that date, the application may be subject to non-approval for that reason.
- Special Event Permit applications require a $50 (per day, including dates of set up/take down) **non-refundable fee** to be paid at the time application is received.
- A Special Event Permit Application will be deemed "received" on the date the Town Clerk's Office receives:
    - A completed application
    - Appropriate Insurance, listing the Town of Old Orchard Beach as additionally insured (if event is within 30 days)
    - Application fee
- Once you have completed the application, please return to the Town Clerk's Office:

    Town Clerk's Office
    1 Portland Avenue
    Old Orchard Beach, ME 04064

NOTE: Weddings are not permitted on the beach from June 15th up to and including Labor Day weekend, between the hours of 10-6 p.m. Set-up cannot begin until 6 p.m.

If you have any questions, please contact the Town Clerk's Office at 207-934-4042 or e-mail the Town Clerk, Kim McLaughlin, at kmclaughlin@oobmaine.com

APPLICATION INFORMATION

PLEASE SUBMIT A **COMPLETE** APPLICATION A MINIMUM OF **30 CALENDAR DAYS** PRIOR TO THE EVENT.

1. Name of applicant Old Orchard Beach Chamber of Commerce

   Address of applicant 11 First St, Old Orchard Bch, ME 04064
   (City, State, Zip)

   Phone number of applicant (207) 934-2500 Fax (207) 934-4994

   Cell phone (347) 743-3605 E-mail kimh@oldorchardbeachmaine.com

   On whose behalf is this event being conducted? (Organization, Firm, Corporation, if applicable)

   _____

   Website address (if an Organization, Firm or Corporation) oldorchardbeachmaine.com

   Type of Event:
   - ☐ Festival/Fair
   - ☐ Race/Walk/Bike Ride
   - ☐ Concert
   - ☐ Parade/March
   - ☑ Other – Please specify Holiday Celebration

2. Event Description (name all vendors who will provide entertainment and the type of entertainment provided)

   Holiday Celebration, w/music, arts & Crafts, tree lighting in Memorial Park, presents & Food drive, visit with Santa & Mrs. Claus

   Will you be using tents? _____YES ✓ NO

   If yes, list size of tent and supplier, as well as what portion of the event will be taking place under the tent (i.e. cooking, sales, picnic tables, chairs, etc), and how the tent will be secured.

   _____

Will you be using staging? _____YES ✓ NO

If yes, the following items will be used at the event (Please mark all that apply):

☑ Amplified Music ☐ Bleacher(s) ☐ Dance Floor(s) ☑ Live Entertainment
☑ Loud Speaker(s) ☑ Microphone(s) ☐ Stadium(s) ☐ Stage(s)

☐ Other: _____

Note: If any of the above items will be used, please indicate their location on your attached Site Plan/Map. Use of the above items may require the Event Organizer to meet ADA regulations.

3. Chairperson and/or responsible party for the event, if other than above:
(Include information how this person may be contacted <u>at any time</u> during the event).

Name Kim Howard Work Phone (207) 934-2500

Address 11 First St, Old Orchard Bch, ME 04064
City State Zip

Cell phone (617) 743-3605 Fax (207) 934-4994

E-mail kimh@oldorchardbeachmaine.com

4. SET-UP Date for Event Saturday Day of Week 12/5 from 2:00pm to 6:00pm

Date of Event 12/5/2026 Day of Week Saturday from 3:00pm to 5:30pm

Date of Event _____ Day of Week _____ from _____ to _____

Date of Event _____ Day of Week _____ from _____ to _____

Date of Event _____ Day of Week _____ from _____ to _____

TAKE-DOWN date _____ Day of Week _____ from _____ to _____

RAIN DATE(s) 12/6/2026 Times 3:00 - 5:30 pm
(if rain date listed, insurance must list rain date)

5. Location of the Event Memorial Park & Chamber of Commerce
(if applicable, a map or diagram showing the area to be used, or parade route)

6. The estimated number of participants in the event

✓ 0-150; _____ 150-500; _____ 500-1000; _____ 1,000+

7. If a parade or public gathering, will it occupy any or all of the roadway involved or to be traversed? (if yes, explain). Use extra sheet of paper to describe exact route of parade, including any water stops.

Close down First St between Memorial Parking Lot & Staples St, trolley will take families around OOB for art walk & then bring Santa & Mrs Claus to Chamber.

8. Will the sale of food and/or beverages occur at the event? No If yes, describe the commodities to be sold.

☐ Alcoholic Beverages (only at Ballpark, using Ballpark Licensee) ☐ Pot Luck Items
☐ Professional Catering ☐ Non-Profit Food Vendors ☐ Retail Food Vendors

_____

_____

9. Will there be merchandise sold at the event? _____YES ✓ NO

Description of merchandise _____

_____

10. Is the event a Charitable event? ✓ YES _____NO (Food & Presents Drive)

Is this event co-sponsored by the Town of Old Orchard Beach? _____YES ✓ NO

If this event a Regional School Unit #23 event? _____Yes ✓ NO
(The request for a waiver can only be requested if the event is a RSU #23 event or sponsored or co-sponsored by the Town of Old Orchard Beach).

11. If the event is charitable, name the beneficiary of the proceeds from the event:

_____

12. List any Event Sponsors:

Saco & Biddeford Savings _____

_____ _____

Will admission be charged for the event? _____YES ✓ NO
Will participants be charged for parking? _____YES ✓ NO

13. Has this event been held previously in Old Orchard Beach?

✓ YES (if yes, please list dates): 12/6/2025

_____ NO

14. What is the applicant doing to ensure the event will not endanger the public safety or disturb the peace? Describe your plans for security at your event, including crowd control (attach additional sheets if necessary). Security plan will need final approval by the Old Orchard Beach Police Department and they have final say in appropriate number and type of security personnel required. Must include at least one Old Orchard Beach Police Officer, if security is required. Costs associated with security are the sole responsibility of the event organizer.

Please describe your security plan (including your plans for controlling ingress/egress of all persons, vehicles, equipment, and Emergency Medical Services) :

Volunteers as needed.

Additional Uniformed presence provided by: ___Off-Duty Police Officers; ___ Private Security; ___Volunteers

Times: _____ How many? _____

If you have already made contact with someone about security, provide the contact name and number:

Name: _____ Phone Number: _____

Please list any items that will be left overnight. If equipment will be left on-site overnight, provide details for personal property safety and security of site: (Note that the event organizer is solely responsible for items left on the property. The Town assumes no responsibility for items of personal property at the location at any time)

N/A

Will audible devices be used at this event? ✓ YES _____ NO
If yes, what type of devices will be used? What time will they be used? (Decibel level limits are in Chapter 26 of the Code of Ordinances).

Recorded music, live band, middle school chorus & microphone.

Where will the event attendees/participants park? Memorial Parking Lot & nearby streets.

Will a shuttle service be provided from parking areas to the event site? _____ YES ✓ NO

If yes, please describe shuttle plan, and name of company provided service:

Will you require special parking (RV's, trailers, trucks)? _____ YES ✓ NO

If yes, give details: _____

15. Describe your plans for waste disposal at your event. What arrangements have you made for removal and disposal of trash generated by your event? Please supply details of numbers and type of containers and supplier of containers that will be used. (Attach additional sheets if necessary) Costs associated with waste disposal are the sole responsibility of the event organizer. Disposal in Town trash receptacles is NOT an accepted means of disposal, and is prohibited.

A few extra trash cans in Memorial Park

Is the use of barricades necessary/requested for this event? Yes

If yes, number needed and location 2 at corner of Staples & First; 2 past entrance to Memorial Parking Lot.

Will it be necessary to cover street and/or parking signs for this event, or place no parking signs?

_____ YES _____ NO If yes, please describe:

Is any other public works assistance needed?_____

If using First Street or Memorial Park Parking Lot, has the applicant reserved two spaces for Amtrak Parking? Yes.

16. Will there be any use of fire (i.e. tiki torches, grills, barbecues, bonfires, etc? _____YES ✓ NO

If yes, explain: _____

If this application includes a request for a bonfire, the attached Bonfire Permit must also be filled out.

17. Describe your plans for all signage and/or decorations for the event. Please include type of signage to be used, and description of verbiage being posted on signage.

Signage at Chamber of Commerce. Some decorations at Memorial Park through Rec Dept.

Will this event be posting a banner on public property? _____YES ✓ NO

If yes, please list requested dates, dimensions of banner, wording on banner, and location (no more than two weeks prior to the event):

_____

18. Alcohol is not allowed on public property, except as outlined in the liquor license for the Ballpark. If this is a Ballpark event, will there be alcohol available for consumption? Note, if alcohol is being served, the Town requires additional Liquor Liability Insurance (minimum $2,000,000, listing Town of Old Orchard Beach as additionally insured): _____YES ✓ NO

Will the alcohol be: _____Sold; _____Given away; _____Both

Describe the type of alcohol to be served, times consumption will be allowed, and plans for controlling consumption:

_____

_____

_____

19. If this is a Ballpark Event, have you signed an agreement with the Ballpark Commission for use of the Ballpark? _____Yes, it's attached _____No

20. Will the event involve professional fireworks? _____YES ✓ NO
Consumer Fireworks are prohibited. If professional fireworks are requested, what is the name of the Pyrotechnics Company?_____
(If fireworks are requested, the Fire Chief or his designee must approve of the site prior to the application being submitted to the Town Council for consideration. The Pyrotechnics Company must submit the approval the Maine State Fire Marshal's Office at least one week prior to the event, and the event sponsor's insurance must list that fireworks are occurring).

What time/date will the fireworks display occur? _____

21. Will there be any kind of animals at this event? (e.g. petting zoo, pony rides, etc.) ___YES ✓ NO

If so, please indicate the location of the animals on the Site Plan/Map.

22. Piping Plovers are state and federally protected birds that nest on beaches. There are mandatory beach management guidelines from April 1st through August 31st of each year. Will this event occur on the beach? _____YES ✓ NO

If yes, you must contact the Public Works Department at 207-934-2250, approximately one week prior to the event. In the event there are any active piping plover nests in the vicinity of your event, you may have to move your event farther down the beach, or request permission to change the date of your event.

Piping Plover Essential Habitat: The Maine Department of Inland Fisheries and Wildlife (MDIFW) has designated two areas on Old Orchard Beach as "Essential Habitat" for nesting piping plovers. By statute, a state agency or municipal government shall not permit, license, fund, or carry out projects/events that will significantly alter an Essential Habitat or violate protection guidelines adopted by MDIFW. This rule is not a prohibition of all projects within areas designated as Essential Habitat. ***However, projects must be reviewed by MDIFW before Town approval.***

If the event is located partly or wholly within a mapped Essential Habitat the applicant will need to coordinate with municipal staff to submit a "Request for Project Evaluation" to MDIFW. MDIFW will evaluate the final event proposal per review standards established for Essential Habitats and determine if the event would significantly alter the habitat or violate protection guidelines. Application is attached.

The applicant is encouraged to obtain MDIFW guidance during project planning and design. Early involvement of MDIFW will help to minimize or avoid potential conflicts, facilitate cooperation between all parties, and enable quick turnarounds on project evaluations.

23. Certificate of Insurance and Additional Insured Endorsement page must be provided to the Town of Old Orchard Beach Town Clerk's Office 30 days prior to the event date. The applicant shall at its own cost and expense furnish a policy or policies for property damage or bodily injury in the amount of at least $500,000. The Town of Old Orchard Beach **MUST** be listed as an Additional Named Insured.

_____Yes, it has been provided with the application; ___✓___ No, it will be provided at least 30 days prior to the event.

24. Is the applicant requesting the use of the RSU #23 school property (schools, parking lots, playing fields)? _____YES ___✓___NO. If yes, has the applicant received approval from RSU #23 or the date the applicant will receive approval?

_____

_____

SPECIAL EVENT PERMIT AGREEMENT

I, Kim Howard on behalf of Old Orchard Beach Chamber of Commerce
(Print Applicant Contact Name) (Print Organization/Group Name)

Agree to abide by the following Special Event requirements:

1. All pre-event determined fees shall be paid at least two weeks prior to the event. I agree to pay any costs determined after the event immediately upon receipt of invoice.

2. Certificate of Insurance and Additional Insured Endorsement page must be provided to the Town Clerk's Office at least 30 days prior to the event date. The Town of Old Orchard Beach MUST be listed as an Additional Name Insured with the proper endorsement included. KH **(initial)**

3. To develop a comprehensive security plan in conjunction with the Old Orchard Beach Police Department.

4. Town property shall not be removed from the premises including but not limited to benches, trashcans, tables, chairs, fencing, signs, etc.

5. Premises will be left in as good a condition as received except for reasonable wear and tear. All trash will be disposed of properly within 12 hours of the end of the event. I accept responsibility for any damages that might occur during the period of use.

6. To comply will all laws, rules, and regulations of the federal, state, and Town governments governing operations and conduct on Town property.

7. This permit agreement may be terminated by the Town of Old Orchard Beach at any time upon finding a violation of any rule, ordinance, and/or condition of the permit or upon good cause shown.

8. For myself and any other persons, organizations, firms and corporations sponsoring the event, which is the subject of this permit application, jointly and severally, hereby contract and agree to pay all costs of services provided by the Town of Old Orchard Beach, in support of said event.

9. For myself and any other persons, organizations, firms, and corporations sponsoring the event which is the subject of this permit application, jointly and severally, hereby contract and agree to indemnify, defend and hold harmless the Town of Old Orchard beach, its officers and employees, against all claims, loss or liability from any claim or suit arising or alleged to have arisen from any act or omission of said applicant, its agents, invitees or other sponsor in connection with said event.

10. The facility/area is provided in an "as is" condition. The event organization assumes all responsibility for the security and safety of all participants and spectators of the event.

11. I understand that the Town of Old Orchard Beach has no responsibility for equipment and/or items of personal property at the location at any time.

12. Any misrepresentation or deviation from the final permit conditions will result in immediate revocation of the permit and halting of the event.

13. Events are considered rain/shine. Refunds are not issued if the event does not occur.

14. The permit does not authorize alcohol on any public property, including, but not limited to the beach, Memorial Park, streets and sidewalks.

15. Consumer Fireworks are illegal in Old Orchard Beach.

I have read and understand the Special Events Permit Agreement terms and conditions and I agree to be bound by said terms and conditions. I certify that the information I provided is accurate to the best of my knowledge.

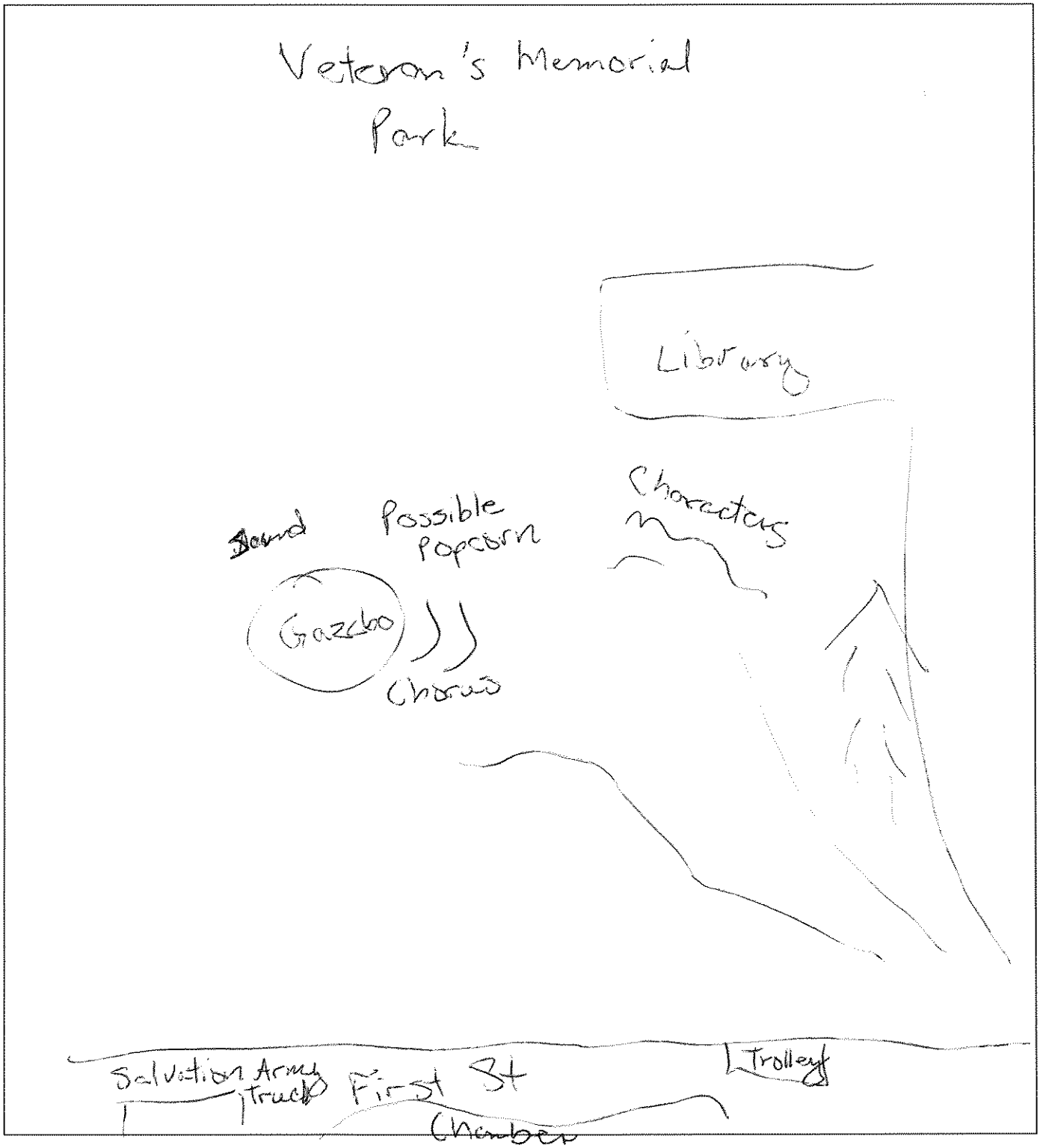
Signature: K. Howard (authorized representative) Date: 10/09/2026

Print name: Kim Howard

Print Organization Name (if applicable): Old Orchard Beach Chamber of Commerce

SITE PLAN SKETCH OF SPECIAL EVENT (Completed by Event Coordinator)
In the space below, please provide the following information. Attach a separate map if necessary.

General Map of Location
Event Coordinator's Booth
Tents/Stages/Grandstands
Porta Potties/Rest Rooms
Vendor Locations
Garbage Cans
Water Sources
Street Closures/Parking Information
Water/Electricity Sources
Loudspeakers



Town Of Old Orchard Beach
1 Portland Ave, Old Orchard Beach, ME 04064
207.937.5626

REQUEST FOR BONFIRE PERMIT

1. Form must be completed and attached instructions initialed in each box.
2. **Incomplete applications, and failure to submit the required fees, will cause the permit to be returned without approval.**
3. Insurance, listing the Town of Old Orchard Beach as additionally insured, with a minimum coverage amount for property damage and bodily injury of $500,000 and must be provided with the completed application.
4. You must submit a $200 cash deposit at the Town Clerk's Office before the permit is issued.
5. You must arrange a site visit with Public Works and Fire Department before and after.
6. You must obtain a burn permit from the Fire Department day of, Box 12.
7.. See box 13 for requirements regarding piping plovers.
8. Bonfire permits are for less than 25 people. If 25 or more, a Special Event Permit application is required.

REQUIRED INFORMATION

Date submitted:_____ Date of Proposed Bonfire: _____

Time of Proposed Bonfire (all bonfires must end by 10 p.m.):

START: _____ END: _____Proposed Beach Location:_____

Applicant Name:_____

Home Phone number: _____ Cell Number: _____

Address: _____

Note: The issuance of the permit is based upon the information contained in this application only, and does not cover unsatisfactory conditions resulting from errors, omissions or failure to clearly indicate conditions. Any change(s) to the application shall be submitted to the Office of the Town Clerk for review.

I hereby certify that I am aware of the conditions and requirements for having a bonfire and agree to comply with the conditions and requirements. I understand that failure to comply with the conditions would mean cancellation of this permit and possible denial of future permits.

Applicant's Signature _____ **Date** _____

AGENDA ITEM #9134

Discussion with Action: Approve the Special Event Permit for Special Olympics to hold their annual Lobster Dip on the beach in front of the Brunswick on Friday, January 1st, 2027, from 7:00 a.m. until 2:00 p.m., to include set up and takedown. The sauna must be on the Brunswick Property. Any tents must be flame retardant and meet the NFPA701 fire code standard. Any heaters being used must be rated for use in a tent. Must have a professional event company that is familiar with the rules regarding tents and heating them and have knowledge to safely secure them on the beach. For the bonfire permit, they must use a commercially available fire pit, so the only cleanup is the fire pit and not the beach. They will also need someone assigned in the area for safety and to monitor the activity. Insurance, listing the Town as additionally insured, must be provided to the Town Clerk's Office at least one month prior to the event. Fire lane to remain open on Fernald Street.

Chair: Shawn O'Neill

APPLICATION INFORMATION

PLEASE SUBMIT A **COMPLETE** APPLICATION A MINIMUM OF **30 CALENDAR DAYS** PRIOR TO THE EVENT.

1. Name of applicant Ceara "CC" Pelletier

Address of applicant 525 Main Street, Unit D, South Portland, ME, 04106
City State Zip

Phone number of applicant (207)390-9826 Fax (___)_____

Cell phone (207)608-3337 E-mail _____

On whose behalf is this event being conducted? (Organization, Firm, Corporation, if applicable)

Special Olympics Maine

Website address (if an Organization, Firm or Corporation) somaine.org

Type of Event:

- ☐ Festival/Fair
- ☐ Race/Walk/Bike Ride
- ☐ Concert
- ☐ Parade/March
- ☒ Other – Please specify Polar Plunge

2. Event Description (name all vendors who will provide entertainment and the type of entertainment provided)

Event to raise money for Special Olympics Maine. Participants will raise money to dip in the Ocean. After dipping, participants can leave or spend time at the Brunswick for drinks and food for purchase. Maine Spa Club will provide a sauna to a limited # of participants. This will be parked in The Brunswick parking lot.

Will you be using tents? X YES _____NO

If yes, list size of tent and supplier, as well as what portion of the event will be taking place under the tent (i.e. cooking, sales, picnic tables, chairs, etc), and how the tent will be secured.

(2) 20x30 tents, (1) 10x20. Tents owned by Special Olympics Maine. Tents will be used to cover speakers and

warming huts after dip. Tents will be secured with tent weights rented from rental company.

Will you be using staging? ____X____YES _____NO

If yes, the following items will be used at the event (Please mark all that apply):

☒ Amplified Music ☐ Bleacher(s) ☐ Dance Floor(s) ☐Live Entertainment
☒ Loud Speaker(s) ☒Microphone(s) ☐ Stadium(s) ☐ Stage(s)

☐ Other: _____

Note: If any of the above items will be used, please indicate their location on your attached Site Plan/Map. Use of the above items may require the Event Organizer to meet ADA regulations.

3. Chairperson and/or responsible party for the event, if other than above:
(Include information how this person may be contacted at any time during the event).

Name Same as above Work Phone (___)_____

Address_____
City State Zip

Cell phone (207)608-3337 Fax (___)_____

E-mail ccp@somaine.org

4. SET-UP Date for Event 1/1/27 Day of Week Friday from 7:00 am to 10:00 am

Date of Event 1/1/27 Day of Week Friday from 9:00 am to 1:00 pm

Date of Event _____ Day of Week _____ from _____ to _____

Date of Event _____ Day of Week _____ from _____ to _____

Date of Event _____ Day of Week _____ from _____ to _____

TAKE-DOWN date 1/1/27 Day of Week Friday from 12:45 pm to 2:00 pm

RAIN DATE(s) _____ Times_____
(if rain date listed, insurance must list rain date)

5. Location of the Event The Brunswick
(if applicable, a map or diagram showing the area to be used, or parade route)

6. The estimated number of participants in the event

_____ 0-150; ___X___ 150-500; _____ 500-1000; _____ 1,000+

7. If a parade or public gathering, will it occupy any or all of the roadway involved or to be traversed? (if yes, explain). Use extra sheet of paper to describe exact route of parade, including any water stops.

No

8. Will the sale of food and/or beverages occur at the event? Yes If yes, describe the commodities to be sold.
☒ Alcoholic Beverages (only at Ballpark, using Ballpark Licensee) ☐ Pot Luck Items
☐ Professional Catering ☐ Non-Profit Food Vendors ☒ Retail Food Vendors

The Brunswick will be selling alcohol and food from their own licenses as a restaurant.

9. Will there be merchandise sold at the event? X YES _____NO

Description of merchandise Clothing

10. Is the event a Charitable event? X YES _____NO

Is this event co-sponsored by the Town of Old Orchard Beach? _____YES X NO

If this event a Regional School Unit #23 event? _____Yes X NO
(The request for a waiver can only be requested if the event is a RSU #23 event or sponsored or co-sponsored by the Town of Old Orchard Beach).

11. If the event is charitable, name the beneficiary of the proceeds from the event:

Special Olympics Maine

12. List any Event Sponsors:

Will admission be charged for the event? _____YES X NO
Will participants be charged for parking? _____YES X NO

13. Has this event been held previously in Old Orchard Beach?

___X___ YES (if yes, please list dates): ___New Year's Day for the past 38 years___

_____ NO

14. What is the applicant doing to ensure the event will not endanger the public safety or disturb the peace? Describe your plans for security at your event, including crowd control (attach additional sheets if necessary). Security plan will need final approval by the Old Orchard Beach Police Department and they have final say in appropriate number and type of security personnel required. Must include at least one Old Orchard Beach Police Officer, if security is required. Costs associated with security are the sole responsibility of the event organizer.

Please describe your security plan (including your plans for controlling ingress/egress of all persons, vehicles, equipment, and Emergency Medical Services) :

Hire OOB police. Volunteers are used for crowd control. Maine Dive Team for

safety on the beach. Fire lane will remain open on Fernald St.

Additional Uniformed presence provided by: _X_Off-Duty Police Officers; ___ Private Security; _x_Volunteers

Times: 10am - 12pm How many? 2 officers and multiple volunteers

If you have already made contact with someone about security, provide the contact name and number:

Name: _____ Phone Number: _____

Please list any items that will be left overnight. If equipment will be left on-site overnight, provide details for personal property safety and security of site: (Note that the event organizer is solely responsible for items left on the property. The Town assumes no responsibility for items of personal property at the location at any time)

No items left overnight.

Will audible devices be used at this event? X YES _____NO
If yes, what type of devices will be used? What time will they be used? (Decibel level limits are in Chapter 26 of the Code of Ordinances).

Speakers used to amplify music and spoken word via microphone. This will begin at 10am and end at 1pm.

Where will the event attendees/participants park? Nearby hotel and motel parking that is not being used.

Permission for this parking will be obtained by each property owner. Other parking will take place at public parking areas.

Will a shuttle service be provided from parking areas to the event site? X YES X NO

If yes, please describe shuttle plan, and name of company provided service:

May have 15 passenger vans driving from public lots on 1st Street to bring people to and from the Brunswick.

Will you require special parking (RV's, trailers, trucks)? _____YES X NO

If yes, give details: _____

15. Describe your plans for waste disposal at your event. What arrangements have you made for removal and disposal of trash generated by your event? Please supply details of numbers and type of containers and supplier of containers that will be used. (Attach additional sheets if necessary) Costs associated with waste disposal are the sole responsibility of the event organizer. Disposal in Town trash receptacles is NOT an accepted means of disposal, and is prohibited.

The Brunswick provides waste disposal.

Is the use of barricades necessary/requested for this event? No

If yes, number needed and location_____

Will it be necessary to cover street and/or parking signs for this event, or place no parking signs?

X YES _____NO If yes, please describe:

OOB Public works has assisted in the past

Is any other public works assistance needed? Yes. Tent weights if they have them.

If using First Street or Memorial Park Parking Lot, has the applicant reserved two spaces for Amtrak Parking? This can be done if needed.

16. Will there be any use of fire (i.e. tiki torches, grills, barbecues, bonfires, etc? X YES _____NO

If yes, explain: Bonfire to cook s'mores

If this application includes a request for a bonfire, the attached Bonfire Permit must also be filled out.

17. Describe your plans for all signage and/or decorations for the event. Please include type of signage to be used, and description of verbiage being posted on signage.

"Check-in" A-frame signs. Feather Flags with Special Olympics logo. Lobster dip banner.

Will this event be posting a banner on public property? _____YES X NO

If yes, please list requested dates, dimensions of banner, wording on banner, and location (no more than two weeks prior to the event):

18. Alcohol is not allowed on public property, except as outlined in the liquor license for the Ballpark. If this is a Ballpark event, will there be alcohol available for consumption? Note, if alcohol is being served, the Town requires additional Liquor Liability Insurance (**minimum $2,000,000, listing Town of Old Orchard Beach as additionally insured**): _____YES ____NO

Will the alcohol be: _____Sold; _____Given away; _____Both

Describe the type of alcohol to be served, times consumption will be allowed, and plans for controlling consumption:

None

19. If this is a Ballpark Event, have you signed an agreement with the Ballpark Commission for use of the Ballpark? _____Yes, it's attached _____No

20. Will the event involve professional fireworks? _____YES __X__NO
Consumer Fireworks are prohibited. If professional fireworks are requested, what is the name of the Pyrotechnics Company?_____
(If fireworks are requested, the Fire Chief or his designee must approve of the site prior to the application being submitted to the Town Council for consideration. The Pyrotechnics Company must submit the approval the Maine State Fire Marshal's Office at least one week prior to the event, and the event sponsor's insurance must list that fireworks are occurring).

What time/date will the fireworks display occur? _____

21. Will there be any kind of animals at this event? (e.g. petting zoo, pony rides, etc.) ___YES_X_NO

If so, please indicate the location of the animals on the Site Plan/Map.

22. Piping Plovers are state and federally protected birds that nest on beaches. There are mandatory beach management guidelines from April 1st through August 31st of each year. Will this event occur on the beach? __X__YES _____NO

If yes, you must contact the Public Works Department at 207-934-2250, approximately one week prior to the event. In the event there are any active piping plover nests in the vicinity of your event, you may have to move your event farther down the beach, or request permission to change the date of your event.

Piping Plover Essential Habitat: The Maine Department of Inland Fisheries and Wildlife (MDIFW) has designated two areas on Old Orchard Beach as "Essential Habitat" for nesting piping plovers. By statute, a state agency or municipal government shall not permit, license, fund, or carry out projects/events that will significantly alter an Essential Habitat or violate protection guidelines adopted by MDIFW. This rule is not a prohibition of all projects within areas designated as Essential Habitat. ***However, projects must be reviewed by MDIFW before Town approval.***

If the event is located partly or wholly within a mapped Essential Habitat the applicant will need to coordinate with municipal staff to submit a "Request for Project Evaluation" to MDIFW. MDIFW will evaluate the final event proposal per review standards established for Essential Habitats and determine if the event would significantly alter the habitat or violate protection guidelines. Application is attached.

The applicant is encouraged to obtain MDIFW guidance during project planning and design. Early involvement of MDIFW will help to minimize or avoid potential conflicts, facilitate cooperation between all parties, and enable quick turnarounds on project evaluations.

23. Certificate of Insurance and Additional Insured Endorsement page must be provided to the Town of Old Orchard Beach Town Clerk's Office 30 days prior to the event date. The applicant shall at its own cost and expense furnish a policy or policies for property damage or bodily injury in the amount of at least $500,000. The Town of Old Orchard Beach **MUST** be listed as an Additional Named Insured.

_____Yes, it has been provided with the application; ___X___ No, it will be provided at least 30 days prior to the event.

24. Is the applicant requesting the use of the RSU #23 school property (schools, parking lots, playing fields)? _____YES ___X___NO. If yes, has the applicant received approval from RSU #23 or the date the applicant will receive approval?

_____

_____

SPECIAL EVENT PERMIT AGREEMENT

I, Ceara "CC" Pelletier on behalf of Special Olympics Maine
(Print Applicant Contact Name) (Print Organization/Group Name)

Agree to abide by the following Special Event requirements:

1. All pre-event determined fees shall be paid at least two weeks prior to the event. I agree to pay any costs determined after the event immediately upon receipt of invoice.

2. Certificate of Insurance and Additional Insured Endorsement page must be provided to the Town Clerk's Office at least 30 days prior to the event date. The Town of Old Orchard Beach MUST be listed as an Additional Name Insured with the proper endorsement included. CP **(initial)**

3. To develop a comprehensive security plan in conjunction with the Old Orchard Beach Police Department.

4. Town property shall not be removed from the premises including but not limited to benches, trashcans, tables, chairs, fencing, signs, etc.

5. Premises will be left in as good a condition as received except for reasonable wear and tear. All trash will be disposed of properly within 12 hours of the end of the event. I accept responsibility for any damages that might occur during the period of use.

6. To comply will all laws, rules, and regulations of the federal, state, and Town governments governing operations and conduct on Town property.

7. This permit agreement may be terminated by the Town of Old Orchard Beach at any time upon finding a violation of any rule, ordinance, and/or condition of the permit or upon good cause shown.

8. For myself and any other persons, organizations, firms and corporations sponsoring the event, which is the subject of this permit application, jointly and severally, hereby contract and agree to pay all costs of services provided by the Town of Old Orchard Beach, in support of said event.

9. For myself and any other persons, organizations, firms, and corporations sponsoring the event which is the subject of this permit application, jointly and severally, hereby contract and agree to indemnify, defend and hold harmless the Town of Old Orchard beach, its officers and employees, against all claims, loss or liability from any claim or suit arising or alleged to have arisen from any act or omission of said applicant, its agents, invitees or other sponsor in connection with said event.

10. The facility/area is provided in an "as is" condition. The event organization assumes all responsibility for the security and safety of all participants and spectators of the event.

11. I understand that the Town of Old Orchard Beach has no responsibility for equipment and/or items of personal property at the location at any time.

12. Any misrepresentation or deviation from the final permit conditions will result in immediate revocation of the permit and halting of the event.

13. Events are considered rain/shine. Refunds are not issued if the event does not occur.

14. The permit does not authorize alcohol on any public property, including, but not limited to the beach, Memorial Park, streets and sidewalks.

15. Consumer Fireworks are illegal in Old Orchard Beach.

I have read and understand the Special Events Permit Agreement terms and conditions and I agree to be bound by said terms and conditions. I certify that the information I provided is accurate to the best of my knowledge.

Signature: _____ Date: 10/9/26
(authorized representative)

Print name: Ceara Pelletier

Print Organization Name (if applicable): Special Olympics Maine

SITE PLAN SKETCH OF SPECIAL EVENT (Completed by Event Coordinator)
In the space below, please provide the following information. Attach a separate map if necessary.

General Map of Location
Event Coordinator's Booth
Tents/Stages/Grandstands
Porta Potties/Rest Rooms
Vendor Locations
Garbage Cans
Water Sources
Street Closures/Parking Information
Water/Electricity Sources
Loudspeakers

See attached

Town Of Old Orchard Beach
1 Portland Ave, Old Orchard Beach, ME 04064
207.937.5626

REQUEST FOR BONFIRE PERMIT

1. Form must be completed and attached instructions initialed in each box.
2. **Incomplete applications, and failure to submit the required fees, will cause the permit to be returned without approval.**
3. Insurance, listing the Town of Old Orchard Beach as additionally insured, with a minimum coverage amount for property damage and bodily injury of $500,000 and must be provided with the completed application.
4. You must submit a $200 cash deposit at the Town Clerk's Office before the permit is issued.
5. You must arrange a site visit with Public Works and Fire Department before and after.
6. You must obtain a burn permit from the Fire Department day of, Box 12.
7.. See box 13 for requirements regarding piping plovers.
8. Bonfire permits are for less than 25 people. If 25 or more, a Special Event Permit application is required.

REQUIRED INFORMATION

Date submitted:_____ Date of Proposed Bonfire: _____

Time of Proposed Bonfire (all bonfires must end by 10 p.m.):

START: _____ END: _____Proposed Beach Location:_____

Applicant Name:_____

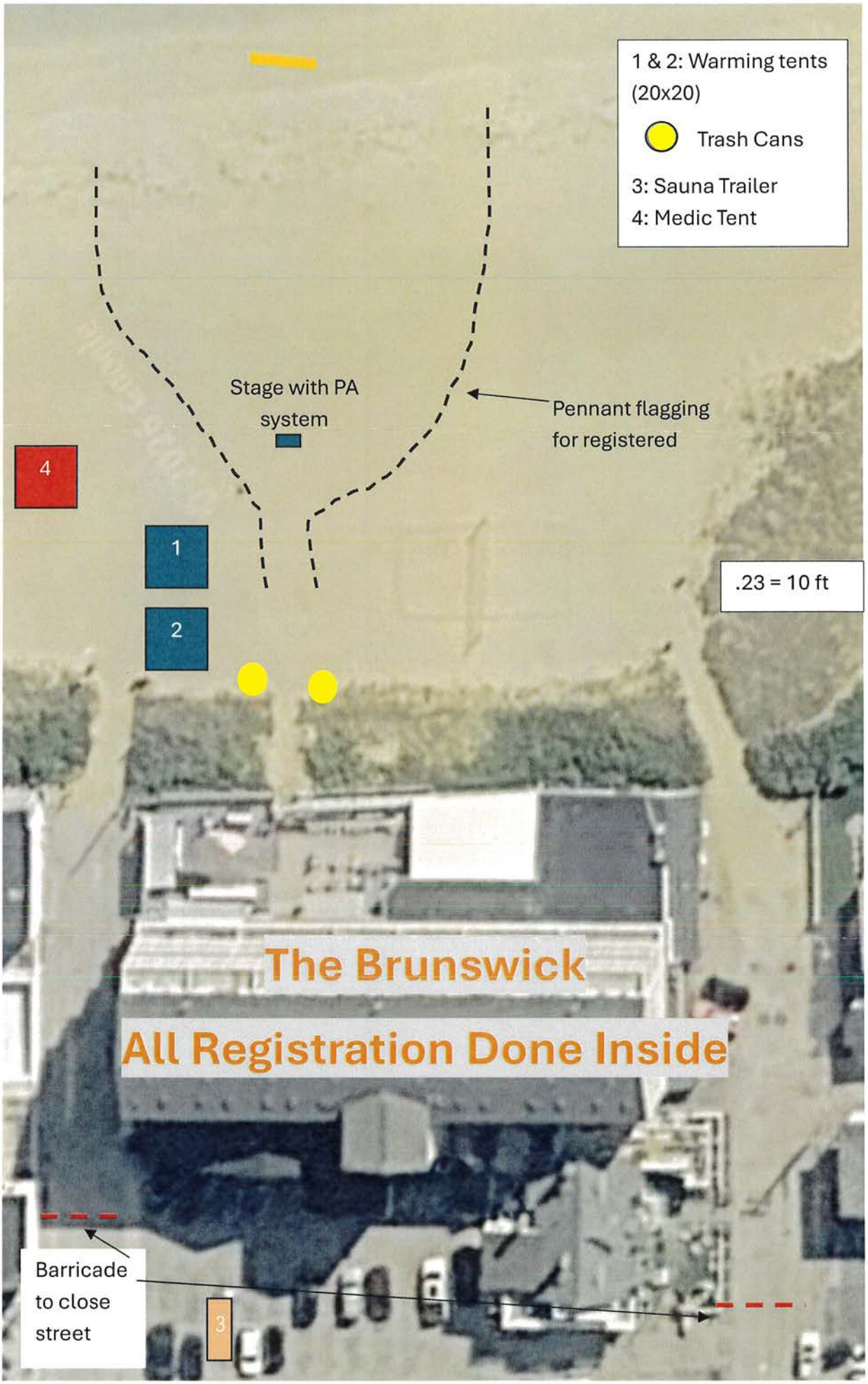
Home Phone number: _____ Cell Number: _____

Address: _____

Note: The issuance of the permit is based upon the information contained in this application only, and does not cover unsatisfactory conditions resulting from errors, omissions or failure to clearly indicate conditions. Any change(s) to the application shall be submitted to the Office of the Town Clerk for review.

I hereby certify that I am aware of the conditions and requirements for having a bonfire and agree to comply with the conditions and requirements. I understand that failure to comply with the conditions would mean cancellation of this permit and possible denial of future permits.

Applicant's Signature _____ Date _____


1 & 2: Warming tents (20x20)
Trash Cans
3: Sauna Trailer
4: Medic Tent
Stage with PA system
Pennant flagging for registered
4
1
2
.23 = 10 ft
The Brunswick
All Registration Done Inside
Barricade to close street
3

MISCELLANEOUS PAYMENT RECPT#: 709948
TOWN OF OLD ORCHARD BEACH
1 PORTLAND AVE.

OLD ORCHARD BEACH, ME 04064

DATE: 10/27/26 TIME: 18:05:28
CLERK: clopresti DEPT:
CUSTOMER#:

COMMENT: LOBSTER DIP

CHG: TCREC TOWN CLERK RECE 50.00

AMOUNT PAID: 50.00

PAID BY: SPECIAL OLYMPICS OF
PAYMENT METH: CHECK
29062

REFERENCE: SPECIAL OLYM

AMT TENDERED: 50.00
AMT APPLIED: 50.00
CHANGE: .00

AGENDA ITEM #9135

Discussion with Action: Renew the agreement with Tyler Technologies for 6 more PACE (Planned Annual Continuing Education) days for our MUNIS software in the amount of $5,988.00 from account #20102-50315 Town Manager User License Expense with a balance of $42,206.08.

Chair: Shawn O'Neill

Quoted By:	Evan Peoples
Quote Expiration:	03/29/27
Quote Name:	Town of Old Orchard Beach, ME - EERP - PACE Adjust

Sales Quotation For:
Old Orchard Beach, Me Town Of
Attn: Acctg Dept., Municipal Bldg
1 Portland Avenue
Old Orchard Beach ME 04064

Shipping Address:
Town of Old Orchard Beach
1 Portland Ave
Municipal Building
Old Orchard Beach ME 04064-2250

Tyler Annual Services

Description	QTY	Imp. Hours	Annual Fee
Professional Services			
PACE 6	1	0	$ 5,988.00
TOTAL:		**0**	**$ 5,988.00**

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Investment Assessment - PACE	24	$ 175.00	$ 4,200.00	$ 0.00	$ 0.00
TOTAL				**$ 0.00**	**$ 0.00**

Summary	One Time Fees	Recurring Fees
Total Tyler License Fees	$ 0.00	$ 0.00
Total SaaS	$ 0.00	$ 0.00
Total Tyler Services	$ 0.00	$ 5,988.00
Total Third-Party Hardware, Software, Services	$ 0.00	$ 0.00
Summary Total	**$ 0.00**	**$ 5,988.00**
Contract Total	**$ 5,988.00**	

Client's purchase of the items listed above is subject to the Comments below
Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;

- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
    - Implementation and other professional services fees shall be invoiced as delivered.
    - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
    - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.
    - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
    - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
    - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than four (4) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Upon signing this sales quotation, Client agrees to the current PACE subscription upon the renewal date. Renewal dates, annual subscription term, and availability of Investment Assessment remain as is.

Client is removing Connect Passes from their PACE Contract.
11/01/2026-10/31/2027
PACE 6
NO Connect Passes

AGENDA ITEM #9136

Discussion with Action: Extend the previous approval of use of the Town land located at the Ballpark by the Community Garden for a period of two (2) years from January 1st, 2027, to December 31st, 2028.

Chair: Shawn O'Neill

AGENDA ITEM #9137

Discussion with Action: Approve the purchase of 8 V700 Body Worn Cameras, 8 Camera Batteries, and a body worn camera transfer station from Motorola Solutions in the amount of $11,295.00 with $6,957.00 from account #30192 – 50798 Byrne Grant Fund with a balance of $ 0.00, and $13,129.84 from account #20131-50501 Police Department Operational Supplies with a balance of $46,733.92.

Chair: Shawn O'Neill

Memorandum of Understanding

Edward Byrne Memorial Justice Assistance Grant (JAG) Program
FY23 Award: 15PBJA-23-GG-02986
ALN # 16.738

This Memorandum of Understanding (MOU) is entered into between:

Town of Berwick
Town of Buxton
Town of Eliot
Town of Kennebunk
Town of Kennebunkport
Town of Kittery
Town of North Berwick
Town of Old Orchard Beach
Town of South Berwick
Town of Wells
Town of York
Town of Ogunquit

WHEREAS, the subrecipient, and the partners listed above have come together to collaborate and to submit an application for funding from the **FY 2024 Byrne JAG Program** for those ineligible for a Direct Award; and

WHEREAS, the partners listed above have agreed to enter into a collaborative agreement in which the subrecipient ***Town of Wells*** will be lead agency and named applicant. The other agencies will be partners in this application. Please refer to appendix A. The applicant will be responsible for submitting the application and reporting to the Maine Department of Public Safety (MDPS); and

WHEREAS, the partners herein desire to enter into this MOU setting forth the services to be provided by the collaborative; and

WHEREAS, the application prepared and approved by the collaborative through its partners is to be submitted to the MDPS on or before ***June 30, 2026***; and

WHEREAS, each governing body finds that the performance of this agreement is in the best interest of all parties, that the undertaking will benefit the public, and agrees to the allocation of funds listed below:

Town of Berwick - $1,831
Town of Buxton - $4,028
Town of Eliot - $487
Town of Kennebunk - $1,219
Town of Kennebunkport - $732
Town of Kittery - $2,076
Town of North Berwick – $1,119
Town of Old Orchard Beach - $6,957
Town of South Berwick - $1,831
Town of Wells - $3,541
Town of York - $2,684
Town of Ogunquit - $611

Agency Name: Old Orchard Beach Police Department

PROJECT NARRATIVE

Description, please indicate the area(s), using the list below, and describe what the grant funds will be used for (check all that apply):

	Community education and crime prevention Community policing
	Community-based offender supervision and monitoring Crime Victim and Witness services
	Equipment
	Information and data technology systems
	Law enforcement operations and administration
	Law enforcement training
	Multi-jurisdiction drug task force
	Research and Evaluation
	Specialized law enforcement operation or initiative Specialized law enforcement unit(s)
	Youth crime or violence prevention, education, and intervention
X	Other – Specify: Body Worn Camera bundle to include, body worn cameras, transfer station, licensing and accessories.

Project Narrative: The narrative is comprised of two sections:

- **Statement of the Problem:** What is the target population for the project and the numbers of persons to be served by the project? Describe the need for the project, etc.
- **Project Description**

Problem: The Old Orchard Beach Police Department serves a community of over 9,100 residents with an increased seasonal population of upwards of 100,00 residents and visitors during the summer months. The current body worn cameras carried by police officers are becoming outdated and beginning to fail. We are unable to obtain parts to fix older generation body cameras carried by officers. The police department has the need for eight additional Motorola V700 body worn cameras to replace older cameras and equip additional new officers with a camera while on patrol.

Project Description: Funding will be used for purchase of a body camera bundle to include eight new body cameras to replace older cameras. The body cameras will be utilized by officers when responding to calls for service and interacting with the public. The use of body worn cameras by the police department will promote transparency by providing an objective record of police-civilian interactions, enhancing safety of officers and civilians knowing their actions are being recorded, and provides valuable evidence in criminal cases. Body camera footage will be utilized by the police department for improved police training and police practices.

Agency Name: Old Orchard Beach Police Department

GOALS, OBJECTIVES, ACTIVITIES, and PERFORMANCE MEASURES

Goal #1	Purchase of Body Worn Cameras
Objective	Replacement of older body worn cameras with addition of newer cameras.
Activity	Purchase of Motorola V700 Body Worn Camera bundle to include, Transfer station, licensing and accessories.
Performance Measure	Provide officers with new body worn cameras for use on patrol. Cameras will replace existing older model cameras and provide additional cameras needed for new officers.

BUDGET NARRATIVE

Your budget narrative should describe any costs associated with implementing the program. Your narrative should:

- Clearly explain and justify the budget information
- Will the project use further funding to sustain it? If so, how will it be funded?

Vendor – Motorola Solutions

Motorola V700 Body Worn Camera Bundle to include 8 V700 Body Cameras, transfer station, licensing and accessories: **Total $20,086.84**

Body cameras to be used by police officers to record calls for service and public interactions.

The budget exceeds the **$6,957.00** in federal funds and will be off set by matching Old Orchard Beach PD monies.
Cost Breakdown is as follows: **Federal $6,957 Old Orchard Beach Police $13,129.84 Total $20,086.84**

The costs associated with this grant are reasonable, specifically, the cost of equipment is market value.

Agency Name: Old Orchard Beach Police Department

BUDGET WORKSHEETS

PERSONNEL			
Job Title	Job Function	Calculation	Total Funds
		Personnel TOTAL	

TRAVEL		
Travel Item	Travel Details	Total Funds
	Travel TOTAL	

EQUIPMENT (costing $5,000 or more per item)			
Equipment Description	Quantity	Unit Price	Total Funds
		Equipment TOTAL	

Agency Name: Old Orchard Beach Police Department

CONSULTANTS AND CONTRACTS		
Type of Good or Service	Cost	Total Funds
Consultants and Contracts TOTAL		

OTHER (Include items costing less than $5,000, supplies and all other)			
Other Description	Quantity	Unit Price	Total Funds
Motorola V700 Body Worn Camera Bundle	8	$20,086.84	$20,086.84
		Other TOTAL	$20,086.84

Agency Name: Old Orchard Beach Police Department

Agency Budget Totals	Total Funds
A. Personnel	
B. Travel	
C. Equipment	
D. Consultants/Contracts	
E. Other	$20,086.84
TOTAL PROJECT COST	$20,086.84

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

Body-Worn Camera Policy Certification

On behalf of the applicant entity named below, I certify the following to the Office of Justice Programs, U.S. Department of Justice:

I have personally read and reviewed the section entitled "Body-Worn Camera (BWC) purchases" in the program announcement for the grant program identified above. I certify that our agency has developed or reviewed and updated our agency BWC policy. BWC Policy and practices at minimum must reinforce appropriate agency Use of Force policies and training and address technology usage, evidence acquisition, data storage and retention, as well as privacy issues, accountability and discipline.

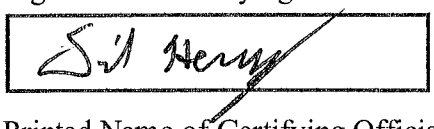
I acknowledge that a false statement in this certification may be subject to criminal prosecution,including under 18 U.S.C. § 1001. I also acknowledge that Office of Justice Programs (OJP) grants,including certifications provided in connection with such grants, are subject to review by the OJP and/or by the Department of Justice's Office of the Inspector General.

I have authority to make this certification on behalf of the applicant entity (that is, the entity applying directly to the OJP).

Fiscal Year of JAG Award:

2024

Signature of Certifying Official



Printed Name of Certifying Official

David M. Hemingway

Title of Certifying Official

Deputy Chief of Police

Full Name of Applicant Entity

Old Orchard Beach Police Dep

Date

06/03/2026

OLD ORCHARD BEACH POLICE

Subject:	Body Worn Camera Use	Policy #	O-33
Effective Date:	April 23, 2024	Review Cycle:	2 Years
Distribution:	All Sworn Personnel	# of pages:	4
MLEAP:	7.34.A, 7.34.B, 7.34.C, 7.34.D, 7.34.E, 7.34.F, 7.34.G		
	Rescinds All Previous Policies Related To This Current Policy		
Issuing Authority:	Chief of Police Elise Chard		

I. POLICY

MLEAP 7.34.A

It is the policy of the Old Orchard Beach Police Department to sworn officers with body-worn cameras so as to create audio and/or video recordings for evidentiary purposes in civil, criminal, or administrative proceedings.

II. PURPOSE

This policy is intended to provide Old Orchard Beach police officers with information on when and how to use body-worn cameras (BWCs) so that officers may reliably and lawfully record specified contacts with the public.

III. DEFINITIONS

The following terms have the underlying meanings for the purposes of this standard operating procedure, unless otherwise indicated.

1. **Digital recording media**: A recording media used with digital recording equipment – typically, USB or DVD.
2. **Recording**: A digital audio and/or video record of sounds and/or images.
3. **Recording media**: The medium (Server, USB, DVD, or CD) on which the recording is stored.
4. **Recording equipment: The equipment that may be used to create digital audio and/or video recording.**
5. **BWC**: Body Worn Camera.

IV. PROCEDURES

6. **ADMINISTRATION** – The Old Orchard Beach Police Department has adopted the use of BWC technology to accomplish several objectives. The primary goals are as follows:

MLEAP 7.34.C

a. Accurate documentation of specified police-public contacts, arrests, and critical incidents.
b. Enhanced accuracy of official reports and testimony in court.
c. Enhanced capabilities for assessment of probable cause for arrest or search, officer and suspect interaction, evidence for investigative and prosecutorial purposes, and provide additional information for officer evaluation and training.

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d. The BWC may also be helpful in documenting crime and accident scenes or other events that include the confiscation and documentation of evidence or contraband.
e. Preservation of evidence for use in state and federal prosecutions of criminal cases.

7. REQUIRED USE OF THE BWC — MLEAP 7.34.B

a. This policy is not intended to describe every possible situation in which BWC technology may be used. However, as provided in the paragraph below, there are situations in which the technology shall be used, for example:

1. Traffic stops
2. Pedestrian checks
3. Suspicious/disabled vehicles
4. Detentions and arrests
5. Prisoner transports
6. OUI investigations
7. Contacts with individuals in situations that an officer reasonably believes may become confrontational or result in combative behavior by the individual.
8. Any call for service involving a crime in which a recording may aid in the apprehension and/or prosecution of a suspect, such as:

    a. Any incident involving an allegation of domestic violence
    b. Any incident involving violence, drugs, or weapons

9. Any situation in which an officer reasonably believes that an audio/video recording may have evidentiary value, limit liability, or resolve citizen complaints.
10. Any other circumstance in which an officer believes that a recording of an incident would be appropriate.

b. BWC devices shall remain activated until the event is completed to ensure the integrity of the recording unless the contact moves into an area restricted by this policy.
c. If an officer fails to activate his/her BWC device, fails to record the full contact, or interrupts the recording, the officer shall document the reasons a recording was not made or possible, was interrupted, or was terminated.
d. Officers shall note in their offense reports, arrest reports, and related reports that audio/video recordings were made during the incident that is the subject of the reports.

8. PROCEDURES

a. Officers shall be issued BWC devices for their use and officers shall only use their issued BWC.
b. Reserve Officers will share a BWC, and at the beginning of their shift, they will log into the **WatchGuard** software.
c. Police personnel shall use only BWC devices issued by the Department. The BWC device, as well as all data, images, video, and metadata captured, recorded, or otherwise produced by the equipment is the sole property of the Old Orchard Beach Police Department.
d. Police personnel who are assigned BWCs must complete an agency-approved training program to ensure proper use of the devices. Additional training may be required periodically to ensure the effective use of the equipment, accurate calibration and performance, and to install updates to the equipment, or regarding revisions to BWC policy and new equipment capabilities. MLEAP 7.34.F
e. BWC devices shall be used with reasonable care to ensure proper functioning. Officers shall notify their supervisors about equipment malfunctions as soon as possible so that a replacement unit may be provided. MLEAP 7.34.E
f. Officers shall inspect and test their BWC devices at the beginning of each shift to confirm proper functioning.
g. Officers shall properly and securely attach the BWC to the front of their uniform to facilitate collection of the best video footage possible.

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h. Except as necessary when providing evidence for transmittal to prosecutors, officers shall not edit, alter, eraser, duplicate, copy, share or otherwise distribute in any manner BWC recordings without prior written authorization from the Chief of Police or the Chief's designee.
i. Video recordings that are useful for prosecution purposes shall be handled as evidence consistent with relevant provisions of the Department's *Property and Evidence Policy*.
j. Officers are encouraged to inform their supervisors of any recordings that may be useful for training purposes.
k. If an officer is suspected of wrongdoing or involved in an officer-involved shooting or other serious use of force, personnel shall be restricted from viewing the video.
l. Officers shall note in incident, arrest, and related reports when recordings were made during the incident in question. However, BWC recordings are not a replacement for written reports.
m. Officers are not required to inform the public that recording equipment is in use but shall not deny its use if asked.

9. **RESTRICTIONS** – BWC devices shall be used only in conjunction with official law enforcement duties. The BWC shall not generally be used to record the following situations and the following restrictions on disclosure of video recordings shall apply: **MLEAP 7.34.B**

a. Communications with other police personnel without the permission of the Chief of Police.
b. Encounters with undercover officers or confidential informants.
c. When on break or otherwise engaged in personal activities.
d. In any location where individuals have a reasonable expectation of privacy, such as a restroom or locker room.
e. Unusual or exceptional situations related to law enforcement activities generate public interest. However, Department employees shall not, outside of the parameters of law enforcement purposes, to disclose video recordings except pursuant to a prior written authorization by the Chief of Police or the Chief's designee.
f. No video recording shall be used in a manner that may embarrass individuals depicting in the recording or discredit this Department.

10. **STORAGE** **MLEAP 7.34.D**

a. Each **WatchGuard** video shall be maintained for at least 90 days unless a criminal complaint was forwarded to the District Attorney's Office or the complaint is pending, in which cases the recordings shall be maintained until a disposition of the recording is authorized by the prosecuting authority. At the end of 90 days, the video/audio recordings shall be purged unless a different disposition is explicitly required by statute.

b. All files shall be securely downloaded periodically and no later than the end of each shift. Each file shall contain information related to the date, BWC device identifier, and assigned officer.

c. All images and sounds recorded by BWC devices are the exclusive property of the Old Orchard Beach Police Department. Accessing, copying, or releasing files for non-law enforcement purposes is strictly prohibited.

d. All access to BWC files must be authorized explicitly in writing by the Chief of Police or the Chief's designee, and all access shall be audited on an annual basis to ensure that only authorized users are accessing the data for legitimate and authorized purposes.

11. **SUPERVISORY RESPONSIBILITIES**

a. Supervisory personnel shall ensure that officers equipped with BWC devices follow all applicable policies and procedures for use of the devices.

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b. At least every month, supervisors shall randomly review BWC recordings to ensure that the equipment is operating correctly and that officers are using the devices appropriately and according to applicable policies and to identify any areas in which additional training or guidance is required. Reviewing supervisors will log when they reviewed a video, Case/Incident number, and officer(s) on the video. **MLEAP 7.34.G**

12. **CONTROL AND MANAGEMENT**

a. Video recordings containing information that may be useful as evidence in any criminal or civil proceeding shall:

1. Be subject to the same security restrictions and chain of evidence safeguards as detailed in this agency's evidence and property handling.
2. Not be released to another criminal justice agency for trial or other reasons without having a duplicate copy made and the original returned to safe storage.
3. Not be released to anyone other than a law enforcement officer or prosecutor without prior approval of the Police Chief or the Chief's designee.

b. Recordings that are being stored as evidence shall be electronically transferred into specified electronic folder on the Department's computer system.

c. Additionally, a **DVD copy or Electronic Sharing** of a video recording shall be labeled with the incident number, date of the incident and shall be placed in a case file for use by the District Attorney's Office.

d. At the end of each scheduled shift, Officers shall ensure that the contents of BWC devices are downloaded into their designated electronic folder on the Department's computer system using the **WatchGuard Software Program**, and officers shall label the video accordingly, as follows:

1. Warning
2. Citation
3. Arrest
4. Domestic Violence
5. Drugs
6. Citizen Contact
7. Interview
8. Traffic Crash
9. Mistake

e. Officers shall then ensure that their assigned BWC devices are plugged in for proper charging of the unit so that it will be ready for use during the next tour of duty.

f. When a video recording is needed for training or any purpose other than prosecution by the DA's office, officers shall notify the Chief of Police or designee in writing that a copy is needed. The officer shall provide the date, time, and approximate duration of the event and what the occasion was. The Chief of Police or designee shall be responsible for making the requested copy of the recording and providing it to requesting officers in a timely fashion.

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MOTOROLA SOLUTIONS

QUOTE-3686732
8 BWC CapEx

Billing Address:
OLD ORCHARD BEACH POLICE DEPARTMENT
1 PRTLAND AVE
OLD ORCHARD BEACH,
ME 04064
US

Quote Date:06/17/2026
Expiration Date:08/16/2026
Quote Created By:
Daniel Hackett
Inside Sales
Daniel.Hackett@motorolasolutions.com
312-639-7626

End Customer:
OLD ORCHARD BEACH POLICE DEPARTMENT
David Hemingway
dhemingway@oobmaine.com
207-937-5802

AGREEMENT: WG AGREEMENT

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price	Refresh Duration
	V700						
1	WGP02950A	BATT LIION IP67 4050T	8		$99.00	$792.00	
2	WGB-0138A	TRANSFER STATION, 8 SLOTS, FOR V300/V700 BWC	1		$1,199.20	$1,199.20	
3	WGB-0880A	V700 BWC 1080P FN READY W/REM BATT JM	8		$774.40	$6,195.20	3 YEAR
4	PRODUCT_REFRESH	VIDEO EQUIPMENT,PRODUCT REFRESH	8		$640.00	$5,120.00	
5	LSV07S03512A	ESSENTIAL SERVICE W/ACC DMG AND ADV REPLACEMENT - V700	8	5 YEARS	$441.60	$3,532.80	
6	LSV07S05139A	HARDWARE REPAIR - TRANSFER STATION / SMARTDOCK	1	3 YEARS	$388.80	$388.80	

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price	Refresh Duration
	VideoManager EL or EX: Video Evidence Management						
7	PSV00S05490A	MOBILE VIDEO REMOTE EQUIPMENT ADD ON	1		$1,299.00	$1,299.00	
8	WGP02400-520	VIDEOMANAGER EL, BODY WORN CAMERA ANNUAL LICENSE*	8	1 YEAR	$194.98	$1,559.84	

Subtotal	$24,783.76
Total Discount Amount	$4,696.92
Grand Total	$20,086.84(USD)

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Pricing Summary

	Payment Term	Upfront Sale Price
Upfront Costs*		
		$18,527.00
Upfront Subscription Fee		
VideoManager EL or EX: Video Evidence Management	Annually	$1,559.84
Sub Total:		**$20,086.84**

	Payment Term	Sale Price	Annual Sale Price
Sub Total:			**$0.00**

Grand Total System Price (Inclusive of Upfront and Annual Costs) **$20,086.84**

**Upfront costs include the cost of Hardware, Accessories and Implementation, where applicable.*

Notes:

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.
- Additional information is required for one or more items on the quote for an order.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.
- Unless otherwise noted in this quote / order, installation of equipment is not included.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

AGENDA ITEM #9138

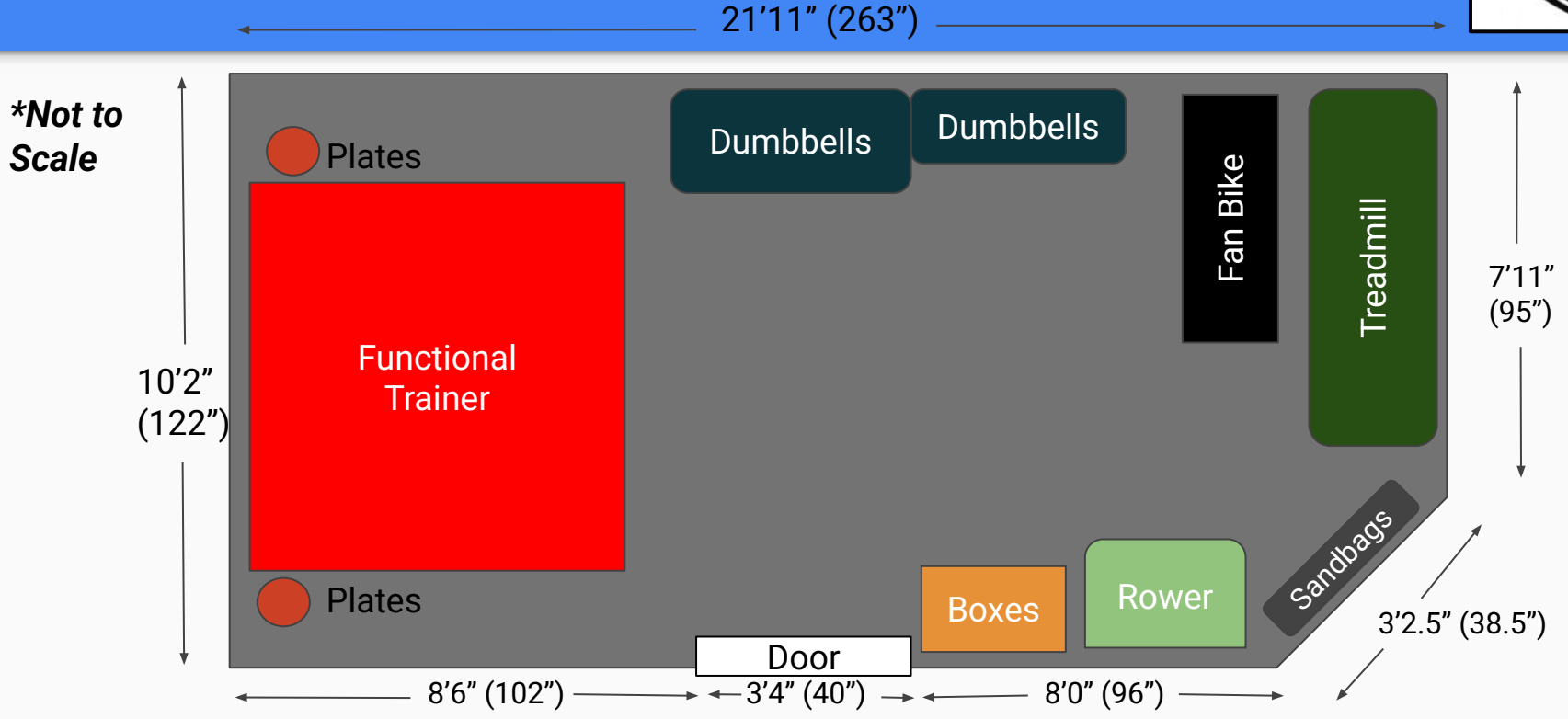
Discussion with Action: Approve the purchase of Rogue Fitness Equipment, from ROGUE in the amount of $10,050.00 from account #20131-50450 Police Department Building Repair/Maintenance with a balance of $41,677.38.

Chair: Shawn O'Neill

Old Orchard Beach Police Department Gym Budget Proposal 2026

By: Officer Jason Harmon

Layout


21’11” (263”)
*Not to Scale
Plates
Dumbbells
Dumbbells
Fan Bike
Treadmill
Functional Trainer
10’2” (122”)
7’11” (95”)
Plates
Boxes
Rower
Sandbags
Door
3’2.5” (38.5”)
8’6” (102”)
3’4” (40”)
8’0” (96”)

Equipment Measurements

- Functional Trainer:
  - *Includes plate storage, barbell storage, and bench storage
  - 83” x 75.75”
- Dumbbell Racks:
  - 1: 64” x 28”
  - 2: 47.5” x 20”
- Fan Bike:
  - 55” x 29.5”
- Treadmill:
  - 80” x 36”
- Sandbags:
  - *stored in a pile on top of eachother
  - 35” x 10.5”
- Rower:
  - *stored in upright, folded position
  - 38” x 26”
- Box:
  - 24” x 20”

Functional Trainer and Bench





Barbell and Plates





Sandbags and Box





Fan Bike and Rower





ROGUE®

QUOTE: #216062 **VERSION: 4**

614-358-6190
team@roguefitness.com
545 E. 5th Ave
Columbus, OH 43201 United States

BILL TO:	SHIP TO:
Jason Harmon 16 E. Emerson Cummings Blvd Old Orchard Beach, ME 04064 United States Tax ID: E45906	Jason Harmon 16 E. Emerson Cummings Blvd Old Orchard Beach, ME 04064 United States

Total Equipment Cost	**$10,050.00**
Shipping	**$0.00**
Tax	**$0.00**
Total	**$10,050.00**

Ship Method **Freight - RL** Total Weight **2418.11LBS** Ships in **4-6 Weeks**

Pay Now

Brand	SKU	Item Description	QTY	Price	Total	Details
Rogue	RF1045-690-SU-FBS6-C2476	Rogue FML-690 Twin Functional Trainer Rack - Standard Uprights - MG Black	1	$6,137.00	$6,137.00	View Custom
Rogue	RA1078-BE	Rogue Lat Bar (Black E-Coat)	1	$0.00	$0.00	
Rogue	RA1171	Rogue Grip Triangle (Standard Grip)	1	$0.00	$0.00	
Rogue	RA0470	X-431 - 43" Single Skinny Pull-Up Bar	1	$0.00	$0.00	
Rogue	RA0955-43	Monster Lite Strap Safety System 2.0 - 43in	1	$0.00	$0.00	
Rogue	RA1303	V3 Monster Lite J-Cup Set	1	$0.00	$0.00	
Rogue	RA1907	Monster Lite 3.0 43" Mid Nameplate Crossmember	1	$0.00	$0.00	
Rogue	RF1014-690-S-250-AL-NS	Rogue FML-690 Twin Functional Trainer Kit - 250lb Weight Stack - No Shrouds	1	$0.00	$0.00	
Rogue	RF1035-8L-BZ	Monster Lite Storage Pin Kit - 8 Long (Black Zinc)	1	$0.00	$0.00	
Rogue	RF1089	Rogue Single Handle Cable Attachment - H-528.5AL (Pair)	1	$0.00	$0.00	
Rogue	IP0527-260	Rogue Echo Bumper (Printed) - 260lb Set	1	$583.00	$583.00	
Rogue	RA2889-BEBR	1.2 Ohio Bar (Black Ecoat Shaft / Bright Zinc Sleeve)	1	$305.00	$305.00	
Rogue	RF0959-BLACK-MG-TXT-FP	Rogue Adjustable Bench 3.1 (MG Black - Txt) - FP Pad	1	$595.00	$595.00	

ROGUE®

QUOTE: #216062 VERSION: 4

614-358-6190 545 E. 5th Ave
team@roguefitness.com Columbus, OH 43201 United States

Brand	SKU	Item Description	QTY	Price	Total	Details
Rogue	RF0253	Rogue Flat Ship Games Box (w/ screws)	1	$125.00	$125.00	
Rogue	IP0939	Rogue Echo Bike & Rower Package	1	$1,690.00	$1,690.00	
Rogue	RA2210-L	Rogue Sandbag 2.0 - Large	1	$235.00	$235.00	
Rogue	RA2210-M	Rogue Sandbag 2.0 - Medium	1	$205.00	$205.00	
Rogue	RA2210-S	Rogue Sandbag 2.0 - Small	1	$175.00	$175.00	

ROGUE®

QUOTE: #216062 VERSION: 4

614-358-6190 545 E. 5th Ave
team@roguefitness.com Columbus, OH 43201 United States

Notes:

Terms:
* Shipping quotes are only valid for 24 hours
* All previous versions of this form are obsolete
* Please ensure the items and quantities on this quote are correct prior to placing your order
* Custom products require review and approval by the Rogue creative team and may require modifications to be manufactured.
* 100% Due Upon Order unless otherwise Agreed Upon

*As a reminder, Rogue Fitness will never request wire changes via email. As is standard protocol, if you receive an email with updated wire information from any business, it is best to consult with your trusted business contact in person or via a confirmed phone number to ensure information is accurate prior to facilitating any payment.

Purchase Order Terms:
* All POs are processed with Net 30 terms starting the date the order ships.
* POs with a subtotal of less than $500 will not be accepted.
* POs over $25,000 will require a 50 % deposit to initiate the order.
* The remaining 50 % of the balance will have Net 30 terms starting the date the order ships.
* If any invoiced amount is not received by the due date, then without limiting Rogue's rights or remedies, (a) out standing amounts will accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum permitted by law, whichever is lower, and / or (b) future orders may be conditioned with a reduction or elimination of terms.
* Upon confirmation of this Order, and/or acceptance of the ordered product(s), you hereby agree to these credit terms.

AGENDA ITEM #9139

Discussion with Action: Approve the purchase of Carpeting, from Seacoast Flooring for the PD offices in the amount of $15,469.15 from account #20131-50450 Police Department Building Repair/Maintenance with a balance of $41,677.38.

Chair: Shawn O'Neill

SEACOAST FLOORING
Quality Floors - Affordable Prices
www.seacoastflooring.com

937 Portland Road
Saco, ME 04072

Phone: 207-283-4400
Fax: 207-283-0120

SALES AGREEMENT

Name:	Old Orchard Beach Police Department	*Date:*	12/15/2025
Address:	16 E. Emerson Cummings BLVD.	*Email:*	dhemmingway@oobmaine.com
	Old Orchard Beach 04064	*Phone:*	776-9132
Job Name:		*Job Phone:*	
Job Location:		*Salesperson:*	Keith

	AMOUNT
7 Offices + Interview Room: Remove and dispose of existing glue-down carpet. Remove and dispose of existing cobe base. Install NRF Select -63c carpet tile (color tbd) in 7 offices using pressure sensative adhesive. Install NRF Select Camden "Anthracite" walk-off carpet tiles in Interview Room using pressure sensative adhesive. Install Johnosnite 4" vinyl cove base (color tbd) on walls. Move furniture as needed.	
All Rooms (Except Interview Room)- NRF Select -63C carpet tile	$14,169.10
Interview Room - NRF Select Camden "Anthracite " carpet tile	$1,300.05
Total:	$15,469.15

Payment Schedule:

AMOUNT	DUE UPON	Date	Payment Type
$0.00	Acceptance		
$15,469.15	Completion		

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____ *Date:* _____

*All material is guaranteed to be as specified. *All work to be completed in a workmanlike manner according to standard practices. * Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate *All agreements contingent upon strikes, accidents or delays beyond our control. *Owner to carry fire, tornado and other necessary insurance. *Our workers are fully covered by Workman's Compensation Insurance.

AGENDA ITEM #9140

Discussion with Action: Accept the grant for high visibility enforcement from the Bureau of Highway Safety in the amount of $12,561.28 for FY 2027 with a matching contribution of the cost of labor for paperwork submissions.

Chair: Shawn O'Neill

SUBGRANT CONTRACT

DO NOT ENCUMBER

PLEASE RETURN TO:
BUREAU OF HIGHWAY SAFETY
LAUREN STEWART, DIRECTOR
45 COMMERCE DRIVE, SUITE 1
STATE HOUSE STATION 164
AUGUSTA, MAINE 04333-0164

SUBGRANT #: PT27-077

APPROVAL DATE: 09/16/2026

PROJECT PERIOD: 10/01/2026 TO 09/15/2027

The Bureau of Highway Safety, hereinafter called the subgrantor, herewith agrees to provide funds in accordance with the provisions of the Highway Safety Act of 1966, as amended, and appropriate state statutes and regulations to:

Subgrantee Legal Name: Old Orchard Beach Police Department

hereinafter called the subgrantee, for the purposes and in the amounts contained in the subgrant application submitted by the subgrantee and approved by the subgrantor.

The subgrantee agrees to the terms and conditions stated in the approved subgrant application on file at the office of the subgrantor which are made a part of this contract by reference. The subgrantee agrees to comply with the reimbursement procedures required by the subgrantor and with all special conditions imposed by the subgrantor in approving the award.

The subgrantee agrees to provide the required matching contributions as specified in the approved subgrant application for your 2027 High Visibility Enforcement.

For the Subgrantor - Bureau of Highway Safety

Federal: $12,561.28
E016000307 E
Town of Old Orchard Beach
1 Portland Avenue
Old Orchard Beach, ME, 04064

Date:	Authorized Signature Lauren V. Stewart	Director Title
10/30/26	Elise Chard	Chief
Date:	Authorized Signature for Subgrantee Elise Chard	Title

THIS CONTRACT HAS BEEN APPROVED AS TO FORM BY THE DEPARTMENT OF THE ATTORNEY GENERAL ON MAY 6, 1996.

This contract is valid only if signed by an authorized representative of the applicant and BHS and has been approved by the Maine Division of Purchases.

This subgrant award is conditional upon subsequent legislative or executive action, federal or state, which may result in a budget recision, deferral or revision. Approval may also be contingent upon a current year comprehensive plan approval by NHTSA.

AGENDA ITEM #9141

Discussion with Action: Approve the quote from AR Control Services for the tide gate rework and new materials from in the amount of $8,395.00 from account #20161-50452 Wastewater Operating Equipment Expense with a balance of #35,189.71.

Chair: Shawn O'Neill

AR Control Services LLC

INVOICE

3 Friendship Court
Berwick, Me 03901
Phone 207-752-2055
arackliff33@gmail.com

INVOICE # CS012326OOB-1-I
DATE November 10, 2026

TO: JEREMY COURT

FOR: Gates and shipping only.
YOUR ORDER#

Old Orchard Beach WWTF

Phone [Phone] | [Email]

Description Amount

ITEM	QTY	DESCRIPTION	EACH	TOTAL COST
	Gate rework and labor.			
1	1	Contractors cost removal and install	$19,500.00	$19,500.00
2	1	AR Control Services Labor and travel expenses.	$3819.00	$3819.00
3	1	Gate rework labor and material cost	$8395.00	$8395.00
			Total:	$31,714.00

Make all checks payable to AR Control Services LLC
Payment is due within 30 days.
If you have any questions concerning this invoice, contact Andy Rackliff | 207-752-2055 | arackliff33@gmail.com

THANK YOU FOR YOUR BUSINESS!

AGENDA ITEM #9142

Discussion with Action: Adopt the Personnel Policy Manual as required by Charter Section 502.8 and adopt with changes to Article VII Time Off From Work-Section 7-10 Military Leave of Absence.

Chair: Shawn O'Neill

TOWN OF OLD ORCHARD BEACH MUNICIPAL EMPLOYEES

PERSONNEL POLICIES AND PROCEDURES

Amended ~~October 7, 2025~~November 17, 2026

Town Council reviewed and adopted the Personnel Policy Manual as required by Charter Section 502.8, on ~~October 7, 2025~~November 17, 2026, and adopted with changes to ~~Article II Beginning Employment Section 2-6 Probationary Status of Employment,~~ Article VII Time off from Work- Section 7-10 Military Leave of Absence ~~Section 7-4 State Required Paid Time Off and Article VI Employee Compensation and Advancement-Section 6-1 Overtime and Compensatory Time,~~

EST. 1883 Old Orchard Beach MAINE

Memories Start *Here*

Contents

TOWN OF OLD ORCHARD BEACH MUNICIPAL EMPLOYEES 1

PERSONNEL POLICIES AND PROCEDURES 1

Sec. 1-1 Purpose 5

Sec. 1-2 Definitions 5

Sec.1-3 Application 5

ARTICLE II BEGINNING EMPLOYMENT 5

Sec. 2-1 Equal Employment Opportunity 5

Sec. 2-2 Recruitment 5

Sec. 2-3 Anti-Nepotism 6

Sec. 2-4 Physical Exams 6

Sec. 2-5 Immigration Law Compliance 6

Sec. 2-6 Probationary Status of Employment 6

ARTICLE III NON-DISCRIMINATION 7

Sec. 3-1 Non-Discrimination and Anti-Harassment Policy 7

Sec. 3-2 Reasonable Accommodations for Employees 8

Sec. 3-3 Lactation Break 9

ARTICLE IV CONDITIONS OF EMPLOYMENT 9

Sec. 4-1 Employment Classification 9

Sec. 4-2 Work Schedules - Standard Work Hours 10

Sec. 4-3 Attendance and Lateness 10

Sec. 4-4 Outside Employment 10

Sec. 4-5 Confidentiality Policy ..... 11~~10~~

Sec. 4-6 Policy on Workplace Threats and Violence 11

Sec. 4-7 Drug and Alcohol-Free Workplace 11

Sec. 4-8 Political Activity 13

Sec. 4-9 Electronic Communications Systems Policy 14
Sec. 4-10 Workplace Smoking Policies 15
Sec. 4-11 Reporting of Injuries and Workers' Compensation Procedures 15
Sec. 4-12 Receipts of Gifts 16
Sec. 4-13 Use of Town Property 16
Sec. 4-14 Strikes and Slowdowns Prohibited 16
Sec. 4-15 Resignations 16
Sec. 4-16 Lay Offs and Rehires 17
Sec. 4-17 Dress Code & Personal Hygiene 17
ARTICLE V. EMPLOYEE CONDUCT AND DISCIPLINE 18
Sec. 5-1 Employee Conduct 18
Sec. 5-2 Progressive Discipline 18
Sec. 5-3 Disciplinary Dismissals ..... 19~~18~~
Sec. 5-4 Grievance Procedure 19
ARTICLE VI EMPLOYEE COMPENSATION AND ADVANCEMENT 20
Sec. 6-1 Overtime and Compensatory Time 20
Sec. 6-2 Evaluation of Performance 20
Sec. 6-3 Merit Salary Increases 20
Sec. 6-4 Promotions 20
Sec. 6-5 Training and Education ..... 21~~20~~
Sec. 6-6 Clothing Allowance for Maintenance 21
ARTICLE VII TIME OFF FROM WORK 21
Sec. 7-1 Holidays 21
Sec. 7-2 Vacation 22
Sec. 7-3 Sick Leave ..... 23~~22~~
Sec. 7-4 Earned Paid Leave 24
Sec. 7-5 Employee Sick Leave Donation Program 25

Sec. 7-6 Bereavement Leave 27
Sec. 7-7 Maternity and Paternity Leave 27
Sec. 7-8 Family Medical Leave of Absence Policy (FMLA) 27
Sec. 7-9 Maine Family Medical Leave (MFML) 30
Sec. 7-10 Military Leave of Absence 33
Sec. 7-11 Jury Duties ..... 34~~33~~
Sec. 7-12 Leave for Victims of Domestic Violence ..... 35~~34~~
Sec. 7-13 Unpaid Leaves of Absence ..... 35~~34~~
Sec. 7-14 Employee Statuses When All Paid Leave Is Utilized 35
ARTICLE VIII EMPLOYEE BENEFITS, PROGRAMS AND SERVICES ..... 36~~35~~
Sec. 8-1 Overview ..... 36~~35~~
Sec. 8-2 Health Insurance ..... 36~~35~~
Sec. 8-3 Dental Insurance ..... 37~~36~~
Sec. 8-4 Group Life Insurance ..... 37~~36~~
Sec. 8-5 Income Protection Plan ..... 37~~36~~
Sec. 8-6 Retirement Plans ..... 37~~36~~
Sec. 8-7 Social Security ..... 38~~37~~
Sec. 8-8 Workers' Compensation Insurance ..... 38~~37~~
Sec. 8-9 Unemployment Compensation Insurance ..... 39~~38~~
ARTICLE IX MISCELLANEOUS ..... 39~~38~~
Sec. 9-1 Personnel Records ..... 39~~38~~
EMPLOYEE RECEIPT AND ACKNOWLEDGEMENT OF PERSONNEL POLICIES AND PROCEDURES ..... 40~~39~~
Attachment A- Smoke Free Workplace Policy- Updated April 28, 2016 ..... 41~~40~~
Attachment B Earned time Donation form ..... 42~~41~~
Attachment C- Income Protection Plan Procedure ..... 43~~42~~
Attachment D- Personnel File Inspection/Copy Form ..... 44~~43~~

ARTICLE I. PURPOSE, DEFINITIONS AND APPLICATION

Sec. 1-1 Purpose

The general purpose of this policy is to establish a system of personnel administration that meets the social, economic and program needs of the Town of Old Orchard Beach. This policy includes personnel policies, procedures, and conditions of employment.

Sec. 1-2 Definitions

"Appointing Authority" means the Town Manager when not covered by other provisions in the Town Charter.

“Town" means the Town of Old Orchard Beach, Maine.

"Employee" means any person appointed to a regular, non-elected, position by the Town Manager or the Town Council.

Sec.1-3 Application

Each employee shall be furnished with a copy of the Personnel Policies and Procedures. These Personnel Policies and Procedures do not constitute a contract of employment and may be amended by the Town Council at any time. It shall be the responsibility of all employees to acquaint themselves thoroughly with material in these Personnel Policies and Procedures and any subsequent revisions.

These Personnel Policies and Procedures shall govern the employment of all Town of Old Orchard Beach personnel except in those instances where employees subject to an employment contract or a Collective Bargaining Agreement are subject to different policies pursuant to that Agreement, in which instances the policies of the employment contract, or a Collective Bargaining Agreement shall prevail.

ARTICLE II BEGINNING EMPLOYMENT

Sec. 2-1 Equal Employment Opportunity

The Town of Old Orchard Beach is an equal opportunity employer. All applicants and employees shall receive equal employment opportunities, and the Town shall make employment decisions without regard to religion, sex, sexual orientation (including gender identity and expression), race, color, ancestry or national origin, age or physical or mental disability, Veteran status, or status as a whistleblower. The Town shall employ, without discrimination, the best qualified persons who are available at the salary levels established for each position, first preference being given to citizens of the Town, all other factors being equal.

Sec. 2-2 Recruitment

The character of the recruitment and selection process for all Town positions will vary with the position. There shall be as wide and practicable a search as possible, during the time limits allowed to fill the position. This may include advertising, open competitive examination, contact with State and other employment offices and other appropriate methods. The Town Manager or another

appointed authority shall have the duty to seek out the most qualified employees for the Town. Citizens of Old Orchard Beach shall receive first preference for the position, all other factors being equal among the candidates. In all cases, the Town will provide notice of available positions to all employees by posting job openings at all job sites.

Sec. 2-3 Anti-Nepotism

Immediate family members of any department head may not be employed to work in that department. "Immediate family" means parents, spouse, domestic partner, brother, sister, child, stepchild, stepparents, adopted child, grandmother, grandfather, mother-in-law, father-in-law, son-in-law and daughter-in-law.

Sec. 2-4 Physical Exams

The Town may require, depending upon the position (i.e. police, fire, etc.), that applicants or employees applying for a new position of employment receive a physical examination as a condition of employment. The Town shall have the right to choose the physician who will conduct the exam. The Town shall pay for all medical costs associated with the physical examination.

Sec. 2-5 Immigration Law Compliance

In compliance with the Immigration Reform and Control Act of 1986, the Town is committed to employing only those individuals who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin. All new employees, as a condition of employment, will be required to complete the Employment Eligibility Verification Form I-9 and must present documentation establishing identity and employment authorization.

This form must be completed within 3 days of your start date. Failure to comply with this requirement will result in termination of employment.

Sec. 2-6 Probationary Status of Employment

Any full or part-time employee appointed to a regular position shall be considered a probationary employee for the first 180 days of employment, except in the case of law enforcement officers, who shall complete an employment probationary period that lasts one year after graduation from the Maine Criminal Justice Academy or the date the Board waives the basic requirement. During the probationary period, any unpaid break in service lasting longer than two weeks except for military leave shall not be credited towards the 180 days probationary period. Every employee must complete the probationary period prior to becoming a regular employee.

During the probationary period, an employee may be dismissed, suspended, or otherwise disciplined without cause. Such actions are not subject to the grievance and arbitration provisions of the collective bargaining agreement. Any disciplinary decision during this period must be made by the department head with the approval of the Town Manager.

Examples of reasons for disciplinary action during the probationary period may include, but are not limited to: an inability or unwillingness to perform assigned duties, a negative attitude toward the job, co-workers, or the public, or unsatisfactory work habits.

Prior to completing the probationary period, an· employee shall receive a written evaluation from the department head, which shall become a part of the employee's personnel file. Any employee who successfully completes the probationary period shall transfer to regular status, and is subject to removal for cause, after notice and hearing.

ARTICLE III NON-DISCRIMINATION

Sec. 3-1 Non-Discrimination and Anti-Harassment Policy

The Town is committed to providing a workplace that is free from discrimination and discriminatory harassment. It is a violation of Town policy and/or state and federal law for any employee to discriminate against or harass another employee based on race, color, religion, national origin, ancestry, age, sex, sexual orientation (including gender identity and expression), physical or mental disability, veteran status, or status as a whistleblower, and for any supervisory employee to permit any such act of harassment in the workplace by anyone, whether or not an employee.

Any employee of the Town who believes that he or she has been discriminated against in employment on the basis of race, color, religion, national origin, ancestry, age, sex, sexual orientation, physical or mental disability, veteran status, or status as a whistleblower, or has been harassed on that basis, must report the behavior to the Director of Human Resources or to the Town Manager. The Town takes allegations of discriminatory treatment very seriously. The Town will investigate every allegation of discrimination promptly and take whatever action is necessary to stop discrimination and remedy any effects of discrimination. Any employee who believes that he or she has been harassed or discriminated against in any way should follow the "Internal Complaint Procedure" set forth below.

Definition of Sexual Harassment

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

1) Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
2) Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
3) Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Description of Sexual Harassment

The following type of conduct is considered sexual harassment and is not permitted: A. Physical assaults of a sexual nature such as:

1) rape, sexual battery, molestation or attempts to commit these assaults; and
2) intentional physical conduct which is sexual in nature; such as touching, pinching, patting, grabbing, brushing against another employee's body, or poking another employee's body.

B. Unwanted sexual advances, propositions, or other sexual comments, such as:

1) sexually-oriented gestures, noises, remarks, jokes, or comments about a person's sexuality or sexual experience directed at or made in the presence of any employee who indicates or has indicated in any way that such conduct in his or her presence is unwelcome;
2) preferential treatment or promise of preferential treatment to an employee for submitting to sexual conduct, including soliciting or attempting to solicit any employee to engage in sexual activity for compensation or reward; and
3) subjecting, or threats of subjecting, an employee to unwelcome sexual attention or conduct or intentionally making performance of that employee's job more difficult because of that employee's sex.

C. Sexual or discriminatory displays of publications anywhere in the workplace by employees, such as:

1) displaying pictures, posters, calendars, graffiti, objects, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning, or pornographic, or bringing into the work environment or possessing any such material to read, display or view at work. A picture will be presumed to be sexually suggestive if it depicts a person of either sex who is not fully clothed or in clothes that are not suited to or ordinarily accepted for the accomplishment of routine work in and around the Town and who is posed for the obvious purpose of displaying or drawing attention to private portions of his or her body.
2) reading or otherwise publicizing in the work environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic; and
3) displaying signs or other materials purporting to segregate an employee by sex in any area of the workplace (other than restrooms and similar semi-private lockers/changing rooms).

Internal Complaint Procedure

Any employee who believes he or she has been the subject of discriminatory harassment should report the incident or act immediately to their Department Head or to the Director of Human Resources or the Town Manager. The Town will promptly investigate all complaints. Each employee alleging discriminatory harassment will be requested, but not required, to put the specifics in writing. All information will be held in confidence to the extent possible and will be discussed only with those who have a need to know in order to either investigate or resolve the complaint. Any employee who the Town determines has engaged in discriminatory harassment will be promptly disciplined. Disciplinary measures may consist of suspension or termination depending upon the severity of the offense.

No employee will be punished or penalized in any way for reporting, complaining about or filing a claim concerning discriminatory harassment, or for participating in any investigation of a discriminatory harassment complaint.

Sec. 3-2 Reasonable Accommodations for Employees

The Town complies with the Americans with Disabilities Act (ADA), as amended by the ADA Amendments Act, and all applicable state or local laws. Consistent with those requirements, the Town will reasonably accommodate qualified individuals with a disability if such accommodation

would allow you to perform the essential functions of the job, unless doing so would create an undue hardship or a direct threat to others or the employee.

Under the Maine Human Rights Act, if an employee is a member of a protected class (as described in the Town's Equal Employment Opportunity Policy, above, they may be entitled to a reasonable accommodation if such an accommodation is needed to allow them to perform the essential functions of their position.

If you believe that you need a workplace accommodation in order to do your job or enjoy equal access to the workplace, you should make a written request to Human Resources Director describing the specific accommodation requested and explaining the need for accommodation.

Upon such request, the Town will promptly engage in an interactive exchange with you, as needed, in order to determine the feasibility of providing the requested accommodation, or any other reasonably available accommodation. In some cases, particularly when the disabling condition is not obvious (such as use of a wheelchair), the Town may request medical documentation from your medical or mental health provider. The documentation requested allows the Town to better understand several things: (1) describe the nature, severity, and duration of any impairment, (2) the activities that may be limited by the applicable condition(s); and (3) to substantiate the need, feasibility, and potential efficacy of your requested accommodation. You are not required to provide confidential health care information beyond that which meets the substantiation criteria.

Sec. 3-3 Lactation Break

In addition to the breaks required by law, the Town will provide adequate unpaid break time or permit an employee to use paid break time or mealtime each day to express breast milk for a nursing child.

The Town will make reasonable efforts to provide a clean room or other location, other than a bathroom, where an employee may express breast milk in privacy. The Town will not discriminate in any way against an employee who chooses to express breast milk in the workplace.

ARTICLE IV CONDITIONS OF EMPLOYMENT

Sec. 4-1 Employment Classification

Regular full-time employees work the standard work week (usually 37 or 40 hours) and are hired for an indefinite period of time, unless otherwise provided by agreement of the parties. Such employees may be exempt or non-exempt, based on the federal Fair Labor Standards Act criteria. Non-exempt employees are paid on an hourly basis and are eligible for overtime pay; exempt employees are paid on a salaried basis and are not eligible for overtime pay. Regular full-time employees are eligible for employee benefits in accordance with this policy.

Regular part-time employees work fewer hours than the standard work week for their department and are hired for an indefinite period of time. Part-time employees may be eligible for employee benefits depending on the number of hours per week they work.

Temporary employees may work full-time or part-time for a limited period, usually less than six months. Temporary employees are not eligible for employee benefits.

Per-diem employees are administrative, service and/or support employees who are not on a Department's regular work schedule and who are scheduled to work on an "as needed" basis. Work may be scheduled by the Department prospectively but should be considered as "elected and accepted" by the employee. The "election" of a work schedule may vary based on the individual's availability and the availability of open shifts. The employee is essentially a freelance employee, who sets their availability with the Department based on the days they elect to work and where. A Department may not assume the availability of a Per-diem employee for a given schedule and the Per-diem employee may not assume that hours of work will be offered for a given schedule. Per-diem employees are not eligible for employee benefits.

Sec. 4-2 Work Schedules - Standard Work Hours

Due to the variety of services provided by the Town, there are variations in the hours and days of work per week within different departments. The hours of work, the starting and stopping time, and lunch periods will be established within each department with the Town Manager's approval. Hours of work, starting and stopping time, and lunch periods may be changed by the department head subject to approval by the Town Manager.

Salaried employees exempt from overtime shall accomplish work assigned to the position regardless of the hours required. This policy will be applied within reason. It is the responsibility of each department head to ensure that the department's work hours are adhered to by all employees.

Sec. 4-3 Attendance and Lateness

Employees shall be at their respective places of work according to their department schedule expectations. It is the employee's responsibility to inform his/her department head of an unavoidable absence, such as illness, prior to the start of the work day and each day thereafter. If he/she expects to be late, the employee must contact his/her department head to inform that he/she will be late and at what time he/she plans to arrive.

Sec. 4-4 Outside Employment

A Town employee may engage in outside employment providing the employment does not interfere with the proper and effective performance of his/her primary Town duties, result in a conflict of interest or the appearance thereof or subject the Town to public criticism or embarrassment.

Sec. 4-5 Confidentiality Policy

During the course of their duties, employees of the Town of Old Orchard Beach are often privy to sensitive and confidential information. Examples of this include, but are not limited to, labor relations and personnel actions. The Town expects any employee with access to such information to respect the confidential nature of the matter.

Sec. 4-6 Policy on Workplace Threats and Violence

The safety and security of employees of the Town of Old Orchard Beach, and also the public which conducts business in the various municipal buildings, is of paramount importance to the Town. Therefore, threats, threatening behavior or acts of violence against or by employees, visitors, guests or other individuals on Town property will not be tolerated. Violations of this policy may lead to disciplinary action of employees, which may include dismissal and may lead to arrest and prosecution of employees or others.

Any person who makes threats, exhibits threatening behavior or engages in violent acts on Town property will be removed from the premises as quickly as safety permits. The Town will initiate any actions necessary to ensure that employees and the public are safe on Town property.

All Town personnel are responsible for notifying the Director of Human Resources of any threats that they have witnessed, received or have been told that another person has witnessed or received. Even without an actual threat, personnel should also report any behavior they have witnessed that they regard as threatening or violent when that behavior is job-related or might be carried out on a Town-owned site, or is connected to Town employment. Employees are responsible for making this report regardless of the relationship between the individual who initiated the threat or threatening behavior and the person and persons who were threatened or were the focus of the threatening behavior. If the Director of Human Resources is not available, personnel should report the threat to their supervisor or to the Town Manager.

Sec. 4-7 Drug and Alcohol-Free Workplace

Purpose:
To meet its responsibilities to employees and the public, the Town must maintain a healthy, productive and safe workplace free from the effects of alcohol, marijuana, prescription medication or drug abuse. Misusing or abusing controlled substances on the job is prohibited, as is selling, manufacturing, distributing, possessing, using, or being under the influence of illegal substances on the job. The Town has established a drug-free workplace program that balances respect for individuals with the need to maintain an alcohol and drug-free environment.

Covered Workers
Any individual who conducts business for the Town, is applying for a position or is conducting business on the Town's property is covered by the drug-free workplace policy. The policy includes,

but is not limited to executive management, managers, supervisors, full-time employees, part-time employees and volunteers.

Applicability

The drug-free workplace policy is intended to apply whenever anyone is representing or conducting business for the Town. Therefore, this policy applies during all working hours, whenever conducting business or representing the Town, while on call, paid standby and while on Town property.

Drivers with Commercial Driver's License

Drivers who are subject to Department of Transportation regulations will be required to undergo testing for alcohol and controlled substances prior to being permitted to drive. Tests will be conducted before an employee is initially assigned to driver responsibilities; additionally, drivers may be subject to "reasonable suspicion" testing and random testing, as well as testing conducted following an accident. No driver will be allowed to drive or continue driving unless the results of all tests are negative. All Commercial Drivers are required to enroll in the Federal Motor Carrier Safety Association (FMCSA) Drug & Alcohol Clearinghouse and allow a full query prior to hiring and are required to allow limited queries annually. (https://clearinghouse.fmcsa.dot.gov/)

Prohibited Behavior

It is a violation of the drug-free workplace policy to use, possess, sell, trade, and/or offer for sale alcohol, marijuana, illegal drugs or intoxicants or be under the influence of alcohol, marijuana, illegal drugs or intoxicants. While at work, employees may also not be under the influence of drugs (illegal, recreational, or prescription) which impair their ability to perform the essential functions of the job or which threaten safety.

Notification of Convictions

Any employee who is convicted of a criminal drug violation must notify their Department Head and the Human Resources Office in writing within five calendar days of the conviction. The Town will take appropriate action within 30 days of notification. Federal contracting agencies will be notified when appropriate.

Consequences

One of the goals of the drug-free workplace program is to encourage employees to voluntarily seek help with alcohol and/or drug problems. If, however, an individual violates the policy, the consequences are serious.

In the case of applicants, if he or she violates the drug-free workplace policy, the offer of employment can be withdrawn. The applicant may not reapply.

If an employee violates the policy, he or she will be subject to progressive disciplinary action and may be required to enter rehabilitation. An employee required to enter rehabilitation that fails to successfully complete it and/or repeatedly violates the policy will be terminated from employment. Nothing in this policy prohibits the employee from being disciplined or discharged for other violations and/or performance problems.

Prescription Medications

The legal use of prescription medications is permitted on the job only if such use does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger the employee or others. If employees are taking prescription medication that may affect their work performance, they are required to inform their supervisor of that fact.

Assistance

The Town of Old Orchard Beach recognizes that alcohol and drug abuse and addiction are treatable illnesses, and that early intervention and support improve the success of rehabilitation. To support employees, the drug-free workplace policy does the following:

(1) Encourages employees to seek help if they are concerned that they or their family members may have a drug and/or alcohol problem.

(2)Encourages employees to utilize the services of qualified professionals in the community to assess the seriousness of suspected drug or alcohol problems and identify appropriate sources of help.

(3)Offers all employees and their family members assistance with alcohol and drug problems through the Employee Assistance Program (EAP).

Treatment for alcoholism and/or other drug use disorders may be covered by the employee benefit plan. However, the ultimate financial responsibility for recommended treatment belongs to the employee.

Confidentiality

All information received by the Town through the drug-free workplace program is confidential communication. Access to this information is limited to those who have a legitimate need to know in compliance with relevant laws and management policies.

Shared Responsibility

A safe and productive drug-free workplace is achieved through cooperation and shared responsibility. Both employees and management have important roles to play.

Employees shall not report to work or be subject to duty while their ability to perform job duties is impaired due to use of alcohol or drugs.

In addition, employees are encouraged to:

- Be concerned about working in a safe environment.
- Use the Employee Assistance Program.
- Report dangerous behavior to their supervisor.

Sec. 4-8 Political Activity

Employees may seek or accept nomination or election to any office in the Town government while employed by the Town, provided that no person may hold elective office while employed by the Town. Therefore, any employee elected to any Old Orchard Beach Town Office shall resign from employment prior to taking office. During the course of their employment, employees shall refrain from using their influence publicly in any way for, or against any candidate seeking elective office in the Town government. Town employees shall not work at the polls on behalf of any candidate,

political party or any ballot proposal, circulate petitions or campaign literature for elective Town officials, or be in any way concerned with soliciting or receiving subscriptions, contributions, or political service from any person for any political purpose pertaining to the Town government. This rule is not to be construed to prevent Town' employees from becoming, or continuing to be members of any political organization, from attending political meetings, from expressing their views on political matters, or from voting with complete freedom in any municipal, state or national election.

Sec. 4-9 Electronic Communications Systems Policy

The Town of Old Orchard Beach understands the important role that various electronic communications systems, including electronic mail (e-mail), voice mail, and Internet access can play in keeping our business competitive and efficient. However, to protect the confidentiality of information and to ensure the secure, appropriate and legal use of electronic communications by our staff, all staff must adhere to the Town's Electronic Communication Systems Policy. As such, all Town employees, and contractors and vendors with access 'to the Town's electronic communication systems, are responsible for following appropriate steps to ensure electronic communication) is secure.

Procedure

Appropriate Business Use of Electronic Communications

Employees of the Town may have access to and use of various electronic communications systems in the workplace. Electronic communications should be used primarily for official Town business. Limited personal use may be made of electronic communications, but personal use must not be excessive, unreasonable, or interfere with a staff member's work (e.g., used during work time). All uses of electronic communications must be appropriate for use in a business environment. Employees who are provided access to the Town's e-mail system are strictly prohibited from creating, distributing, or soliciting messages or transmissions that contain inappropriate, unprofessional, offensive, or harassing comments, sexually oriented messages or images, communications that constitute slander, defamation, or unlawful trade disparagement of management, employees, customers, clients, vendors, or any other person or entity. Items such as jokes, "top ten lists," chain letters, solicitation for commercial ventures, religious or political causes, outside organizations, or other non-business- related solicitations are prohibited.

Monitoring and Review of Electronic Communications

All information and messages sent and received are the property of the Town. All information traveling over the Town's computer network that has not been specifically identified as property of other parties will be treated as though it is a Town corporate asset. Messages are not the property of employees and all messages generated on or handled by electronic communications systems, including back-up copies, are considered the property of the Town and are not considered private documents. The use of passwords does not create any privacy rights in the contents of electronic communications. The Town may monitor or review the electronic communications of any staff member at any time, for whatever reason, including, but not limited to, business-related reasons,

system maintenance, preventing illegal activity, and guarding the rights or property of the Town. Monitoring will be done only by authorized Town staff. The Town may disclose the contents of any electronic communications for any lawful purpose.

Staff of the Town should be aware that information sent via electronic communications is susceptible to unlawful interception. Therefore, staff should avoid sending confidential or proprietary Town information in an electronic communication without the express authorization of their supervisor.

Further, it is the policy of the Town to prohibit unauthorized access, disclosure, distribution, modification, diversion, destruction, loss, misuse, or theft of information. It is the policy of the Town to protect information belonging to third parties that has been entrusted to the Town in confidence in accordance with applicable contract and industry standards.

Use of the electronic communications system is subject to all Town policies, including, but not limited to, policies on personal business, Town equipment, confidential information, and illegal harassment. Violation of the Town's Electronic Communication Systems Policy by a staff member may result in discipline up to and including termination of employment.

Systems Security

All employees are expected to maintain a secure environment for the Town's electronic systems, software, and services. Use of computer software and other copyrighted materials will be in accordance with licensing agreements and applicable copyright laws.

Employees will protect all electronic systems equipment and software from inadvertent introduction of viruses by not downloading software from public bulletin boards and by not installing unauthorized software of any type unless previously approved.

Responsibility

It is the responsibility of each member of management, from the Town to all first-line supervisors; to give this policy full support. In addition, it is the responsibility of each employee of the Town to adhere to the practices regarding electronic systems belonging to the Town.

Sec. 4-10 Workplace Smoking Policies

The Town restricts smoking to outside areas designated as smoking areas. Each building shall have an outside-designated area. See Attachment A

Sec. 4-11 Reporting of Injuries and Workers' Compensation Procedures

When an on-the-job accident occurs, the affected employee is to report it immediately to his or her direct supervisor or department head. The department head shall notify the Director of Human Resources within 24 hours of the injury or on the following work day of the accident.

Medical bills, when received by either the department or employee are to be forwarded immediately to the Director of Human Resources Office. Medical bills are paid without any waiting period. The Town remains responsible for employee compensation for the first three days of absence. This will be charged to employee sick leave; between four and thirteen days, the insurance carrier provides compensation; fourteen days and over, all compensation is retroactive to day one by the insurance carrier and the employee's sick leave shall be credited back to the Town upon payment by the employee to the Town for the three days. In some instances, Workers' Compensation payments may be delayed. If this occurs, the Town will continue to pay the employee by charging his/her time to sick leave, which the employee must buy back from the compensation paid by the insurance carrier.

If a worker is receiving Workers' Compensation, he/she must continue to pay his/her share of life and medical insurance.

Sec. 4-12 Receipts of Gifts

All Town employees are prohibited from soliciting or accepting any gift, gratuity, favor, entertainment, loan, or any other item of monetary value from any person within or outside Town employment, whose interests may be affected by the employee's performance or Nonperformance of his/her official duties. Acceptance of nominal gifts, such as food and refreshments in the ordinary course of business meetings, or unsolicited advertising or promotional materials such as pens, note pads, calendars, etc., is permitted.

Sec. 4-13 Use of Town Property

Employees shall not, directly or indirectly, use or allow the use of Town property of any kind for other than official activities.

Sec. 4-14 Strikes and Slowdowns Prohibited

In view of the prohibitions stated in 26 M.R.S.A. Chapter 9-A, and the public nature of Town functions which cannot be subjected to interruption without widespread inconvenience and harm to the general public, the Town does not and will not recognize the right of any employee or group of employees to engage in, encourage, sanction, support, or suggest any strikes, slowdowns, work stoppage or similar actions which would involve suspension of or interference with the normal work week of the Town Departments. Accordingly, any employee who shall participate in the above-named actions shall be subject to dismissal for cause from Town employment.

Sec. 4-15 Resignations

An employee may resign from Town service in "good standing" upon the submittal of a written notice to the Department Head fourteen (14) calendar days in advance of the last day of actual work. Failure of a resigning employee to comply with this rule may be cause for denying future employment with the Town. The Town Manager may permit a shorter period of notice if extenuating circumstances exist. A statement should accompany the resignation by the department head as to the resigning employee's service performance and pertinent information concerning the cause of resignation. The effective date of the employee's termination with the Town is considered to be the last day actually worked.

Upon separation, the Town shall pay all wages owed as well as earned accruals due to the employee, if any, on the next regular pay day.

Sec. 4-16 Lay Offs and Rehires

During periods when the workload dictates, or a shortage of funds exists, the Town may be forced to lay off employees. In all lay off cases, the employee shall receive either a two-week notice or two week's pay.

Sec. 4-17 Dress Code & Personal Hygiene

The Town of Old Orchard Beach's objective in establishing a business casual dress code is to allow our employees to work comfortably in the workplace, while maintaining a professional presentation for our customers, potential employees, and community visitors. Business casual dress is the standard for this dress code.

Because all casual clothing is not suitable for the office, these guidelines will address what is appropriate to wear to work. Clothing that works well for the beach, yard work, dance clubs, exercise sessions, and sports contests may not be appropriate for a professional appearance at work.

Clothing that reveals too much is not appropriate for a place of business, even in a business casual setting. Graphic/offensive tees, pajamas, spandex, gym clothes, overalls, and torn, dirty or frayed clothing are unacceptable.

Fridays are dress down days, jeans that are not ripped, torn or frayed, can be worn with a casual top. There may be other "theme" days when slightly more casual attire may be allowed.

No dress code can cover all contingencies, so employees must exert a certain amount of judgment in their choice of clothing to wear to work. If you experience uncertainty about acceptable, professional business casual attire for work, please ask your supervisor or Director of Human Resources before doing so. If you have medical or religious issues that impact upon your choice of clothing, please also bring them to our attention in advance.

If clothing fails to meet these standards, as determined by the employee's supervisor and Director of Human Resources, the employee will be asked not to wear the inappropriate item to work again.

If the problem persists, the employee may be sent home to change clothes and will receive a verbal warning for the first offense. All other policies about personal time use will apply. Progressive disciplinary action may be applied if dress code violations continue.

Town of Old Orchard Beach employees are expected to meet hygiene requirements during regular business hours for the duration of their employment.

- Maintain personal cleanliness by bathing daily.
- Oral hygiene (brushing of teeth) required.
- Use deodorant / anti-perspirant to minimize body odors.
- No heavily scented perfumes, colognes and lotions. These can cause allergic reactions, migraines and respiratory difficulty for some employees.
- Clean and trimmed fingernails
- Wash hands after eating, or using the restrooms.

ARTICLE V. *EMPLOYEE CONDUCT AND DISCIPLINE*

Sec. 5-1 Employee Conduct

The Town requires that all employees treat the public with promptness, patience, courtesy and respect. The Town also expects all employees conduct themselves in a manner non-discreditable to the Town or their respective departments.

Sec. 5-2 Progressive Discipline

The Town has a policy of progressive discipline of employees, which means that repeated instances of poor job performance or misconduct will be subject to progressively more severe sanctions, which may include oral or written warnings, counseling, and suspension with or without pay, demotion or termination. Progressive discipline does not mean that the initial disciplinary response to unsatisfactory job performance or misconduct will always be the same.
Serious job performance problems or misconduct such as, but not limited to, dishonesty, violence or theft may result in more severe disciplinary sanctions, up to and including dismissal, even oh the first occurrence. . .

When in the judgment of the appointing authority, whether a department head or the Town Manager, an employee's work performance or conduct justifies disciplinary action, the employee may be disciplined. Consideration shall be given to the severity of the performance problem or misconduct and prior disciplinary sanctions, in any, against the employee prior to imposing any discipline. Repeated misconduct or continuing performance problems may be considered cumulative, and subject to progressively more severe discipline, even if the conductor. Performance problems vary in nature or severity.

Except in cases of emergency, no employee may be suspended by a department head until the Town Manager ratifies the decision. No employee shall be suspended for more than three days without first being given an opportunity to discuss the incident or incidents underlying the suspension with either the Town Manager or department head, whoever initiated the suspension.

Any employee who has been disciplined pursuant to this section shall have access to the grievance procedure outlined in Sec. 5-4.

Sec. 5-3 Disciplinary Dismissals

An employee may be dismissed from cause whenever in the judgment of the appointing authority the employee's work or misconduct so warrants. Prior to making a final decision to demote or dismiss an employee, the department head or Town Manager (whoever is the appointing authority) shall inform the affected employee of the action under consideration, along with the reasons therefore, and shall provide the employee an opportunity for an informal meeting to discuss the employee's version of the events and circumstances at issue. Prior-discussion with the employee is not required when in the judgment of the department head or Town Manager the employee's conduct or job performance creates an immediate threat of injury to the employee, any other Town employee, or members of the public, provided that the employee shall be treated as suspended with pay until such time as an opportunity for an informal meeting is offered. Removal of an employee appointed by a department head shall be subject to ratification by the Town Manager and removal of an employee appointed by the Town Manager shall be subject to ratification by the Town Council.

An employee who has been dismissed by a department head shall have access to the grievance procedure outlined in Sec. 5-4.

Sec. 5-4 Grievance Procedure

Regular and effective communication between supervisors and staff members reduces the opportunity for misunderstanding and conflict. The Town expects and encourages supervisors and staff to communicate openly, on a regular basis, to create and maintain a positive work environment. The employee grievance procedure is designed to accommodate employees a fair and equitable process for an unresolved dispute related to conditions of employment.

All employees aggrieved because of some condition of their employment, including disciplinary action, are eligible to utilize this process. Complaints concerning allegations of discrimination or harassment should be made pursuant to the procedures set forth in Sec. 3.1.

Procedure

All time frames and other procedural requirements must be adhered to unless an extension or exemption is granted by the Town Manager. If the grievant fails to respond within the specified time frames the grievance may be dismissed. If the respondent fails to respond within specified timeframes, he/she may be subject to disciplinary action and the grievance will go to the next step.

Step 1

To initiate the grievance, the grievant must file a written grievance with his/her supervisor or department head within (5) working days of the date he/she knew or should have known of the event giving rise to the grievance.

Step 2

The respondent must meet with the grievant to discuss the grievance and provide him/her with a written response addressing each issue raised within five working days of receiving the written grievance.

Step 3

If the grievant is dissatisfied with the supervisor's or department head's decision, the individual may form a written appeal to the Town Manager within three working days of receiving the written decision. The Town Manager will then respond with a written decision within five working days. The Town Manager's decision is final and binding.

ARTICLE VI EMPLOYEE COMPENSATION AND ADVANCEMENT

Sec. 6-1 Overtime and Compensatory Time

Hourly employees generally will be compensated for overtime work at a rate of one and one-half times their established hourly rate for hours worked in the excess of forty (40) hours in one work week. The Town may offer employee's compensatory leave on the basis of one and one-half hours of compensatory time per overtime hour worked provided that the employee agrees in advance in writing to receive the compensatory time off in lieu of overtime pay. Employees may not accrue compensatory leave in excess of 12 hours. Compensatory time must be used by December 15th or be paid out by the last payroll of the calendar year.

In the event an employee works on a holiday, the employee shall be compensated for the time worked at the rate of one and one half the normal rate. In addition, the employee shall receive his or her holiday pay.

The Town makes every reasonable effort to distribute overtime equally among employees and their respective departments.

Sec. 6-2 Evaluation of Performance

Each regular employee shall be evaluated on an annual basis. The purpose of the evaluation is for the supervisor to assess the strengths and weaknesses of the employee. The Town Manager will use the evaluation to aid in consideration of salary increases, promotions, disciplinary action, training programs and other related personnel activity.

Sec. 6-3 Merit Salary Increases

Based upon work performance, the Town Council, upon recommendation of the Town Manager and Department Head, may authorize merit salary increases beyond any so-called cost of living adjustments or general pay increases.

Sec. 6-4 Promotions

The Town shall provide every employee an opportunity to advance in his/her respective career, consistent with the overall needs of the Town. ·All other factors being equal, current employees will receive first consideration for filling a vacancy. The municipality recognizes however, that the community may benefit from recruiting outside the ranks of the Town.

Sec. 6-5 Training and Education

Educational training programs for employees not only improve the employee's overall ability to function more efficiently, but training also contributes to the municipality's effectiveness. It shall be the responsibility of the Town Manager to provide employees a reasonable opportunity to receive education through either internal or external training methods.

If an employee takes the initiative to enroll in an educational or vocational course that is directly related to his/her position, he or she will receive half-tuition-reimbursement up to $1000 per fiscal year if the following requirements are met: 1) the employee earns a C average in the course and 2) the Department Head pre-approves the course. Employees must attend classes offered after normal working hours.

Sec. 6-6 Clothing Allowance for Maintenance

Such attire shall include appropriate OSHA approved footwear, trousers (jeans that present a workman like appearance are acceptable), and non-logoed shirts.

The Town will provide up to two hundred fifty dollars ($250) per year for the purchase of the above-mentioned attire. Maintenance and care of the attire will be at the expense of the employees.

The Town will provide purchase orders for the employees to use in participating merchant stores for the purchase of the above mention footwear and clothing. Items purchased through the Town's purchase order system shall not be charged sales tax as provided under State and Federal laws.

All clothing purchases are subject to federal, state, FICA and Medicare taxes under the Fringe benefit provision of the IRS Circular E guide.

OSHA approved boots are not subject to federal, state, FICA and Medicare taxes under the Fringe benefit provision of the IRS Circular E guide

The purchase of any other work-related clothing not mentioned above which would be purchased from the attire allowance, must be approved prior to purchase by the Town Manager or designee.

OSHA footwear must be on a separate receipt from any clothing purchases. Signed receipts are to be turned in to payroll for processing.

ARTICLE VII TIME OFF FROM WORK

Sec. 7-1 Holidays

The Town of Old Orchard Beach follows the holiday schedule set forth below:

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

Thanksgiving & following day	Christmas Day
1/2-day Christmas Day Eve	Two Floating Holidays

If a regular holiday falls on a Sunday, the following Monday is recognized as the holiday; if on a Saturday, the preceding Friday is recognized. Christmas Day Eve will be recognized on the day of the week designated by the Town Manager if Christmas falls on a Saturday or a Sunday.

A person on a leave of absence without pay shall not be entitled to holiday pay.
Holiday pay is to be considered a normal day's wages.
Temporary and seasonal employees shall not be entitled to paid holidays.

Sec. 7-2 Vacation

Each regular full-time or part-time employee shall earn annual vacation time with pay in·· accordance with the employee's current term of continuous employment and .in accordance with the following schedule:

At beginning of employment 3 weeks
After completion of five (5) years of employment 4 weeks
After completion of ten (10) years of employment 5 weeks

Vacation leave accrues on a pro-rata basis each month during the year it is accrued, commencing on· the employee's date of employment. Accrued vacation time will be reflected on employees' paycheck stubs. No vacation may be utilized during the first six months of employment.
Exceptions to this schedule may be made pursuant to contract or in the discretion of the Town Manager in exceptional circumstances.

Requests for vacation time must be made on the vacation request forms. Scheduling of vacations shall be done by the employee's immediate supervisor and in accordance with operational needs. In the event a holiday falls within the vacation period, the holiday will not be counted as a vacation day, and the employee will be compensated for the holiday.

Any paid leaves of absence shall not constitute a break in the employment record.

Unused vacation days may accrue from one year to the next with maximum hold over of two weeks. No vacation of more than two (2) weeks duration at one time will be allowed unless approved by the Town Manager.

Accumulated vacation leave, subject to the maximum allowed, shall be paid to an employee upon separation from employment or to the employee's beneficiary upon the employee's death.

Sec. 7-3 Sick Leave

Paid sick leave for each regular full-time employee is earned at the rate of one day for each calendar month of service and may accumulate to not more than 120 days (888 hours for a 37 hour per week employee and 960 hours for a 40 hour per week employee).
Regular part-time employees whose annualized standard weekly work hours are greater than or equal to twenty (20) shall earn sick leave at the rate of four (4) hours for each calendar month of service and may accumulate to not more than 480 hours. Accrued sick leave will be reflected on employees' paycheck stubs.

Sick leave may be granted for any of the following reasons:

1) Personal illness or injury of an incapacitating nature sufficient to justify absence from work;
2) Personal medical or dental appointments which cannot be scheduled during other than working hours; and
3) To care for a child, spouse or parent who is ill.

Sick leave is to be viewed as a type of "insurance policy" in the above circumstances and may not be utilized for any other purpose.

Vacation or compensatory time may also be utilized to care for a child, spouse or parent who is ill.

The Department Head, Director of Human Resources or the Town Manager may, after three days as a condition precedent to continuance of sick pay, require a certificate of a qualified physician certifying the condition of the employee or of the employee's child, spouse or parent to be such as to justify the continued absence from employment.

Probationary employees shall not be entitled to be paid sick leave until they have completed 180 days of employment. At the completion of 180 days employment by probationary employees, cumulative sick leave days shall be computed from the original date of employment. After any extended sick leave, it may be required by the department head that the absent employee obtain a physician's statement, at his or her own cost, that he or she is physically capable of returning to normal duty. It shall be the responsibility of the department head to ensure that this requirement is appropriately followed before the employee is allowed to return to his or her regular duties.

At the time of separation by the employee, accumulated sick leave shall be paid to the employee at the rate of 50 % of the accumulated time however, in the event of an involuntary termination by the Town the employee is not entitled to payment of accrued sick leave.

In the event of an employee's death, the Town will pay all sick leave benefits to the employee's beneficiary.
Notification must be made by the employee to his or her supervisor if possible, on each day of the leave unless other arrangements have been expressly authorized by the Town Manager.

Sec. 7-4 Earned Paid Leave (EPL)

Employees covered under this policy who are not otherwise covered under the Town's vacation and sick leave policies are eligible to accrue Earned Paid Leave (EPL). A "covered employee" for the purposes of this policy includes all active employees. In addition, this policy applies to probationary regular full-time employees for their first six (6) months of employment; upon completion of their probationary period, regular full-time employees are subject to either a CBA or the Personnel Policy, as applicable.

1. EPL Accrual and Carryover

Employees under this policy are permitted to accrue EPL at a rate of 1 hour for every 40 hours worked up to 40 hours in a given year. EPL does not accrue during unpaid leave of absence or suspension. Employees shall roll over any earned by unused hours into the next calendar year, and rollover of accruals does not reduce the amount of current year accruals an employee is eligible to earn.

Example: An employee has 10 hours EPL accrued and unused at the end of the year. The employee will carry over 10 hours of EPL and is eligible to earn up to 40 hours of EPL in the current year, and stands to have a total of 50 hours of EPL in the current year as a result.

2. Reinstatement of EPL Accruals for Temporary Employees

For temporary employees covered under this policy, the Town shall maintain a record of the employee's EPL accruals for a period of twelve (12) months following the employee's separation from employment.

If the employee is re-employed by the Town within twelve (12) months of their separation, they are eligible to reinstate their previously accrued EPL balance, provided that:

- At least one hundred twenty (120) days have elapsed between the employee's original date of hire and the commencement of employment in the subsequent position; and
- The employee meets all other applicable eligibility requirements under this policy.

3. Separation from Employment

Upon separation of employment, unused EPL will be paid out according to consecutive months of service, based on the most recent hire date:

Length of Service	Payout Percentage
Less than 6 months	0%
6–24 months	25%
More than 24 months	50%

4. Use of EPL

An employee's EPL accruals are available for use after the employee completes 120 calendar days of employment. EPL may be taken in minimum increments of 1 hour.

Employees must provide at least two (2) weeks' written notice for planned EPL requests, subject to supervisory approval for scheduling. In cases of illness or emergency, notice should be provided as soon as possible. Requests may be denied if approval would cause undue hardship for the department.

5. Records

With the exception of illness or emergency, employees must submit a EPL request form for approval before use. Once approved, employees must record EPL used on their timesheet. The Town is required to track EPL for compliance purposes. Balances will be reflected on employee pay stubs.

Sec. 7-5 Employee Sick Leave Donation Program

. PURPOSE
The purpose of this policy is to allow employees to assist fellow employees by donating earned time to eligible co-workers in time of financial need due to: (1) a Medical Emergency or (2) a Major Disaster.

II. DEFINITIONS

"Medical Emergency" means a medical condition of the employee or a family member of the employee that will:

1. Require the employee's prolonged absence from work; and
2. Result in a substantial loss of income to the employee because the employee will have exhausted all paid leave available apart from this earned time donation plan.

For the purposes of this policy, "Medical Condition" includes (but is not limited to) medical complications arising from pregnancy or childbirth.

"Major Disaster" means a major disaster, as declared by the President of the United States under section 401 of the Stafford Act, that warrants individual assistance or individual and public assistance from the federal government under that Act, and that:

1. Requires the employee's prolonged absence from work; and
2. Will result in a substantial loss of income to the employee because the employee will have exhausted all paid leave available apart from this earned time donation plan.

III. SCOPE

This policy applies to all employees of Town of Old Orchard Beach.

IV. PROCEDURE

1. Donating employee.

a. Any employee wishing to donate earned time to a fellow employee must complete an Earned Time Donation Form and return to Human Resources (see Attachment B).
b. An employee may donate any amount of earned time up to the maximum amount of earned time an employee may accrue during the year.
c. All donations are made anonymously.
d. Unused donated earned time will default back to the donating employee.
e. For any Major Disaster, Town of Old Orchard Beach will adopt a reasonable limit, based on the severity of the disaster, on the period of time after the Major Disaster occurs during which a donating employee may donate earned time.

2. Receiving Employee.

a. Any employee wishing to receive a donation of earned time must have completed their probationary period, have an approved Short-term disability claim or Worker's Comp claim stating the Medical Emergency or document stating the effects of a declared Major Disaster.
b. Such employee must have exhausted all available paid leave apart from donated earned time.
c. The employee must use the donated earned time for purposes related to the Medical Emergency or Major Disaster.
d. For any Major Disaster, Town of Old Orchard Beach will adopt a reasonable limit, based on the severity of the disaster, on the period of time after the Major Disaster occurs during which a receiving employee must use the donated earned time.
e. A receiving employee may not convert earned time received under this plan into cash in lieu of using the earned time. However, a receiving employee may use such earned time to eliminate a negative earned time balance that arose from any earned time advanced to the receiving employee because of the effects of the Medical Emergency or Major Disaster.
f. Earned time donated on account of one Major Disaster may be used only for employees affected by that Major Disaster.
g. Town of Old Orchard Beach reserves the right to determine on a case by case basis whether an employee is eligible to receive an earned time donation, and how much earned time is approved for donation.

3. Communications.

Human Resources will inform the donating employee, the receiving employee, and both employees' supervisors as to whether the request has been approved or denied.

4. Payments.

Earned time donated will be paid at the base rate of the receiving employee. Donations are paid out in the form of a regular paycheck to the receiving employee with all applicable payroll taxes withheld. Shift differentials do not apply.

Sec. 7-6 Bereavement Leave

The Town shall grant leave. with pay to regular full-time and part-time employees for up to three days for the absence caused by the death of a member of the immediate family. The employee may utilize two sick days to cover more time if he/she desires. "Immediate family" means parents, spouse, domestic partner, brother, sister, child, stepchild, stepparents, grandmother, grandfather, mother-in-law, and father-in-law. The Town Manager may allow bereavement leave in other appropriate circumstances.

Sec. 7-7 Maternity and Paternity Leave

An employee shall be entitled up to twelve (12) consecutive weeks for maternity leave. The leave shall be unpaid unless she elects to use accumulated vacation or sick leave. Upon completion of the maternity leave, the employee shall return to her regular position of work. Paternity leave of up to four (4) consecutive weeks will be allowed. The leave shall be unpaid unless the employee elects to use accumulated vacation or sick leave.

Employees may be eligible for more extended leave for the birth or adoption of a child pursuant to the Federal Family Medical Leave Act or Maine Family Medical Leave law, and should refer to Sec.'s 7.7 and 7.8.

Sec. 7-8 Family Medical Leave of Absence Policy (FMLA)

Purpose

To define the policy and procedure of the Town with regard to family leave required by the Family and Medical Leave Act of 1993 (FMLA).

Policy

Employees who have worked for the Town for at least twelve (12) months and at least 1,250 hours during the prior twelve (12) months may take up to twelve (12) weeks of unpaid leave (FMLA leave) for the following reasons:

1) Birth and/or care of a child of the employee;
2) Placement of a child into the employee's family by adoption or by a foster care arrangement;
3) Care of the employee's spouse, child or parent who has a serious health condition; or
4) Inability of the employee to perform the functions of the employee's position due to a serious health condition.

Employees who have worked for the Town for 12 months but for less than 1,250 hours during the past year and are not eligible for Federal Family Medical Leave may be eligible for a 10-week Family

Medical Leave under Maine law pursuant to the Maine Family Leave of Absence law as described in Sec. 7-8, and should follow the procedures set forth below to apply for a leave.

The twelve (12)-month period during which the twelve weeks of FMLA leave may be taken is measured forward from the date an employee's first FMLA leave begins, and the next 12-month period would begin the first time FMLA leave is taken after completion of any previous 12-month period. For example, if an employee's first FMLA leave begins on June 1, 2006, the first twelve-month period would be from June 1, 2006 through May 31, 2007. Any subsequent twelve (12)-month period could commence any time after May 31, 2007.

The right to family leave for the birth and/or placement of a child into an employee's family may only be taken within the twelve (12) months after the date of the birth or placement of the child. In the case of unpaid leave for the birth or placement of a child, intermittent leave or working a reduced number of hours is not permitted, unless both the employee and the Town agree. If both parents are employed by the Town the combined leave shall not exceed twelve (12) weeks.

For purposes of this policy, a serious health condition means an illness, injury, impairment or physical or mental condition that involves:

1) any period of incapacity or treatment in connection with or consequent to in-patient care in a hospital, hospice or residential medical care facility;
2) any period of incapacity requiring absence from work or other regular daily activities for more than three (3) calendar days that also involves continuous treatment by or under the supervision of a healthcare provider; or
3) continuous treatment by or under the supervision of a healthcare provider for a chronic long-term health condition that is incurable or so serious that if not treated would result in a period of incapacity of more than three (3) calendar days; or
4) prenatal care

In the case of unpaid leave for serious health conditions, the leave may be taken intermittently or on a reduced hours basis only if such leave is medically necessary. Where an employee requests intermittent leave or leave on a reduced hours basis due to a family member's or the employee's own serious health condition, the Town has the option, in its sole discretion, to require the employee to transfer to a temporary alternative job for which the employee is qualified and. which better accommodates the intermittent leave or reduced hours leave than the employee's regular job. The temporary position will have equivalent pay and benefits as the employee's regular job.
.

Employees are required to use their available vacation time during the twelve (12) week family leave period, and available sick time is required to be used when family leave is taken because of the employee's serious health condition or to care for a child, spouse or .parent who has a serious health condition. The remainder of the leave will be unpaid leave. An employee on a Family Medical Leave may be eligible for benefits under the Income Protection Plan set forth in Sec. 8-5.

When the necessity of leave is foreseeable due to the expected birth or placement of a child, the employee must provide the Town at least thirty (30) days' notice of the employee's intention to take leave. If the date of birth or placement of a child requires the employee's leave to begin in less than thirty (30) days from the date of notice to the Town, he employee must provide such notice as soon as practical. Where the necessity for leave is due to a family members or employee) own serious health condition and is foreseeable based on planned medical treatment, the employee must:

1) give at least thirty (30) days' notice, or as, soon as practical if treatment starts in less than thirty (30) days; and
2) make a reasonable effort to schedule the treatment so as not to unduly disrupt the operation of the Town, subject to the approval of the health care provider. ·

Where the need for leave is unforeseeable, the employee must give notice as soon as practical. Any leave request based on a family member's or employees own serious health condition must be supported by certification from a healthcare provider. The employee must provide a copy of the certification to the Director of Human Resources in a timely manner. (Fifteen calendar days will be allowed to provide the certification.) Certification from the healthcare provider must contain:

1) the date the serious health condition began;
2) the possible duration of the condition;
3) the appropriate medical facts regarding the condition;
4) if the leave is based on the care of a spouse, child or parent, a statement that the employee is needed to provide the care and an estimate of the amount of time that need will continue;
5) if the leave is based on the employee's own serious health condition, a statement that the employee is unable to perform the functions of his/her job; and
6) in the case of intermittent leave or leave on a reduced hours basis for planned medical treatment, the date the treatment is expected to be given and the duration of the treatment.

. .

During family leaves of absence, the Town will continue to pay its portion of the health insurance premiums and the employee must continue to pay his/her share of the premium. Failure of the employee to pay his/her share of the health insurance premium may result in loss of coverage. If the employee does not return to work after the expiration of the leave, the employee will be required to reimburse the Town for payment of health insurance premiums during the family leave, unless the employee does not return because of the presence of a serious health condition which prevents the employee from performing his/her job or circumstances beyond the control of the employee.

During unpaid leave, the employee shall not accrue employment benefits, such as vacation pay, sick pay, pension, etc. Employment benefits accrued by the employee up to the day on which the family leave of absence begins will not be lost.

The Town may require an employee on FMLA leave to report periodically on his/her status and the intention of the employee to return to work, and also periodic recertification of the medical

condition. An employee taking leave due to the employee's serious health condition is required to obtain certification that the employee is able to resume work prior to the return from any FMLA leave.

Employees who return to work from family leave of absence within or on the business day following the expiration of the twelve (12) weeks are entitled to return to their job or an equivalent position without loss of benefits or pay, unless (a) their employment with the Town would have terminated if no leave had been taken; (b) they have given notice of their intent to terminate their employment; or (c) they cannot, with or without reasonable accommodations, safely perform the essential functions of the job to which they may be restored. Certain key employees may not enjoy these reinstatement rights.

Procedure

Applications for family leave of absence must be submitted to the Director of Human Resources in writing and signed by the employee's immediate supervisor. Applications should be submitted at least thirty (30) days before the leave is to commence or as soon as possible if thirty (30) days' notice is not possible. Appropriate forms must be submitted to the Director of Human Resources to initiate a family leave and to return the employee to active status. All necessary forms are available from the Director of Human Resources.

Each employee taking leave which meets the requirements for FMLA leave will be provided the "Response to Your Request for Leave" form.

Sec. 7-9 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.

~~**Sec. 7-10 Military Leave of Absence**~~

~~In accordance with state and federal law, all employees will be granted time off from work for annual training obligations or active service in the United States uniformed services. Employees engaged in active military service will be placed on military leave of absence status. You should advise your supervisor of the dates of your military service as far in advance as possible, unless military necessity prevents such notice. You should confer with your supervisor concerning your rights and the requirements of reemployment.~~

Sec. 7-10 Military Leave of Absence

In accordance with state and federal law, all employees will be granted time off from work for annual training obligations or active service in the United States uniformed services. Employees engaged in active military service will be placed on military leave of absence status. Employees should advise their supervisor of the dates of military service as far in advance as possible, unless military necessity prevents such notice. Employees should confer with their supervisor concerning their rights and the requirements of reemployment.

Compensation and Benefits During Military Leave

1. **Annual Training and Short-Term Military Duty**. Employees attending scheduled military training or other military mandatory duty throughout the year shall be compensated, as necessary, to make the employee whole for any workday absence resulting from such military service. The Town shall pay the difference between the employee's regular Town compensation and military compensation received for the period of absence.

2. **Military Leave Exceeding Thirty (30) Days**. When an employee is absent due to military orders that result in a military leave of more than thirty (30) consecutive calendar days, the Town shall pay the difference between the employee's regular Town compensation and military compensation received in order to make the employee whole for the first thirty (30) days of the leave.

3. **Continuation of Benefits**. After the initial thirty (30) days of military leave, the Town shall continue to provide and pay the employer's share of the employee's benefit package for the duration of the employee's absence due to military obligations. No additional wage differential shall be paid after the first thirty (30) days unless otherwise required by law.

4. **Reporting Military Compensation Changes**. Employees receiving compensation under this policy shall promptly notify the Town Payroll Department of any change in military pay, allowances, or other military compensation that may affect the calculation of the Town's wage differential. Failure to provide updated compensation information may result in adjustment or recovery of overpayments.

5. **Reemployment Rights**. Employees returning from military service shall be afforded all rights, benefits, and protections provided under the Uniformed Services Employment and Reemployment Rights Act (USERRA) and applicable state law.

Sec. 7-11 Jury Duties

Employees have a legal and civic responsibility to serve on a jury or to appear as a witness, if summoned or subpoenaed, and will be excused from work for as long as they are needed for such duty. Employee must show the jury duty summons or subpoena to their supervisor as soon as possible, so that arrangements can be made to accommodate their absence, and they are expected to keep in touch with their supervisor on a daily basis to advise of their required absence.

Employees are also expected to report to work on days that they are not required to be in court, or partial days when excused early by the court. If they are excused from jury duty because of not being chosen for a trial, they are required to report for work on that day, provided it is early enough

to make such action practical. If they are excused from jury duty because of a holiday that is not observed by the Town, they are expected to report for work on that day.

Regular full-time and part-time employees will be paid the difference between the gross fees, excluding travel expense; they receive from the court and their regular straight time earnings for that week. Any compensation received from the court for jury duty will be deducted from the amount paid by the Town. Employees must report such compensation. Jury duty will not be considered time worked for purposes of computing overtime.

Sec. 7-12 Leave for Victims of Domestic Violence

In accordance with Maine Law, the Town will grant you a reasonable and necessary amount of time off from work without pay if you are a victim of domestic violence, domestic assault, sexual assault or stalking, and you need the time to:

1) Prepare for or attend court proceedings,
2) Receive medical treatment, or
3) Obtain necessary services to remedy a crisis caused by domestic violence, sexual assault or stalking.

You must request the leave as soon as circumstances make it clear that time off is necessary. Approval of leave will be dependent upon (a) whether your absence will create an undue hardship for the Town, (b) whether you requested leave within a reasonable time, and (c) whether the requested leave is impractical, unreasonable or unnecessary given the facts made available to the Town at the time of your request.

If your leave is approved, you will be required to first use any accrued paid vacation or sick time before taking unpaid leave. Vacation and sick days do not accrue during your leave and holidays are not paid while you are on: leave. You will not be discriminated against, for taking or asking for leave.
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Sec. 7-13 Unpaid Leaves of Absence ·

An employee of good standing may be granted a leave of absence without pay and insurance·· benefits, unless paid by the employee, in the discretion of the Town Manager recommendation of the department head, with such leave not to exceed one year in length, where the leave will not unreasonably burden the Town or employee's coworkers. The granting of the leave shall protect the employee's existing continuous service for the leave period but shall not count as service time for Maine State Retirement, nor shall vacation or sick leave accrue during the absence, nor the employee receive pay for the municipal holidays. .

Sec. 7-14 Employee Statuses When All Paid Leave Is Utilized

When all leave including sick and vacation leave, has been utilized by an employee, and the employee is still unable to return to work, salary payments to the employee shall cease immediately. The Town

will no longer pay any amount toward insurances. The employee will then have the opportunity to continue the benefits by paying the full premiums themselves.

ARTICLE VIII EMPLOYEE BENEFITS, PROGRAMS AND SERVICES

Sec. 8-1 Overview

Regular full- and part-time employees who work at least 30 hours a week are eligible to participate in the Town's benefits programs, currently including health and dental insurance, life insurance, an income protection plan, and a choice between two retirement plans. All employees may be eligible to receive Workers' Compensation insurance or unemployment compensation insurance.

The following is an overview of the Town's current benefit plans. These descriptions are only summaries of the benefits currently provided. For complete details regarding the terms, conditions, restrictions, eligibility requirements and coverage, employees should refer to the summary plan descriptions, which are provided to eligible regular employees, or contact the Director of Human Resources, who will provide Employees with a summary sheet pertaining to the current level of benefits. The Town reserves the right to change or eliminate any benefit plan at any time and for any reason, without advance notice by the Town. In the event of any discrepancy between the summaries contained in these policies and the specific insurance documents or summary plan descriptions, the insurance documents and summary plan descriptions will govern.

Sec. 8-2 Health Insurance

The Town currently provides a group health insurance plan through Maine Municipal Employees Health Trust to help reduce the costs of medical treatment for employees and their dependents. The cost of the premiums is shared between the Town and the employee, and the Town offers a plan to allow employees pay their share of the insurance premiums with pre-tax dollars.

At the time employees become eligible, they will be provided with information on the health insurance plan, and will be given an opportunity to choose the plan that best meets their needs. Eligibility for health insurance begins the first of the month following the date of the employment.

Upon termination of employment, employees may elect continuation of health insurance coverage, under COBRA, for themselves and eligible dependents for a limited time and at their own expense. Alternatively, employees may wish to convert health insurance coverage to an individual policy, according to provisions in the law and the Town's medical insurance contract. Upon notice of termination, employees should contact the Director of Human Resources for the necessary information.

Sec. 8-3 Dental Insurance

The Town currently makes group dental insurance available to eligible and interested employees through Maine Municipal Employees Health Trust. To be eligible to participate in this plan, employees must work at least 30 hours per week. Eligibility for coverage begins the first of the month following the date of employment. The cost of premiums for the dental plan is shared between the Town and the employee, and the employee's contribution may be made on a pre-tax basis through payroll deduction.

Sec. 8-4 Group Life Insurance

The Town currently provides life insurance through Maine Municipal Employees Health Trust in the amount equal to one year's salary at no cost to employees. Employees may purchase additional coverage at their own expense through payroll deduction. When an employee reaches age 70, the amount will equal half of one year's salary, in accordance with the Maine Municipal Employees Health Trust guidelines.

Sec. 8-5 Income Protection Plan

The Town currently makes short term disability insurance (Income Protection) available to eligible and interested employees through Maine Municipal Employees Health Trust. To be eligible to participate in this plan, employees must work at least 37 hours per week. Eligibility for this plan begins the first of the month following the date of employment. The cost of premiums for the base level of income protection is currently paid by the Town, and coverage may be increased at the cost of the employee. See Attachment C

Sec. 8-6 Retirement Plans

The Town offers full-time employees two retirement plan options: Maine State Public Employees Retirement System (MainePERS) and a Section 457 Deferred Compensation Plan account administered by the International City Management Association Retirement Corporation (ICMA-RC). The Town will make contributions to only one of these plans on behalf of all eligible full-time employees. Following are general statements about each plan.

ICMA-RC: The Town will contribute a minimum of five percent (5%) of the employee's wages to a Section 457 Deferred Compensation Plan administered through ICMA-RC. Employees may add to that amount or not as they choose, up to the legally allowed maximum. Employees who are members of MainePERS may also contribute to an ICMA-RC plan without any Town contribution.

MainePERS: The Town and the participating employee will each contribute the percentage of the employee's wages established annually by MainePERS, except that an employee who is a service retirement plan beneficiary member of MainePERS under Chapter 801: Participating Local District Consolidated Retirement Plan shall, at the discretion of the Town, be responsible for making any contributions to MainePERS required under Chapter 801, Section 14.
Active employees may retire from MainePERS and continue their employment with the Town under the following conditions:

1) The employee must be eligible (age and/or years of service) to retire with full MainePERS retirement benefits; (no early retirement).
2) The Town does not contribute to MainePERS or any other retirement plan on behalf of the employee.
3) The Town will be responsible for any required MainePERS contributions and those contributions will be made weekly through payroll deduction.
4) The employee shall enter into a one-year employment agreement with the Town that may be renewed annually at the Town's sole discretion. There shall be no expectation of continued or future Town employment for the employee.
5) Consideration will be given to the employee's prior years of service for the purpose of determining the accrual rate for sick and vacation leave. The employment agreement shall specify the rates of accrual

Sec. 8-7 Social Security

If employees have worked the required length of time and retire, die or become disabled, Social Security provides monthly cash benefits to replace part of their working earnings; through Medicare, funded by Social Security payments, employees may also be eligible for medical insurance after the age of 65. The Social Security program is supported equally by the employee and the Town. Every dollar the employee contributes under the required deduction is matched · by the Town and the combined total is forwarded to the employee's Social Security account, administered by the federal government. The amount of your retirement benefit will depend on the employee's pre-retirement earnings and the age at which the employee retires.

Sec. 8-8 Workers' Compensation Insurance

The Town of Old Orchard Beach shall provide Workers' Compensation insurance coverage for all of its regular employees as governed and applied in accordance with the applicable State of Maine Workers' Compensation Law.

All job-related injuries and/or illnesses shall be immediately reported to the employee's supervisor who, with the employee's assistance, shall submit the first report of injury form. Supervisors are responsible for reporting an injury within twenty-four (24) hours of its occurrence, or their knowledge of the occurrence, regardless of the timing of the employee's first written report.

Employees who are eligible to receive Workers' Compensation benefits will receive the percentage of pay covered by Workers' Compensation for the duration of the Workers Compensation coverage period. Employees will be given the option to use their accumulated sick time to offset the amount paid under Workers Compensation for the duration of Workers' Compensation benefit eligibility period, including during the seven

day waiting period. The weekly amount paid to an employee through the combination of sick time pay and Workers' Compensation benefits during the period of eligibility shall not exceed the employee's regular weekly base pay prior to the injury.

Until such time as the employee is capable of returning to his/her position, the Town may assign the employee to other duties or to another position within the Town on a temporary or regular basis consistent with the abilities of the employee based on restrictions set by the physician. If the employee refused to carry out the light duty assignment, the employee may be subject to discipline

Sec. 8-9 Unemployment Compensation Insurance

In the event an employee is terminated from employment through no fault of his/her own, the employee may be eligible for payments for specified periods under state unemployment law. The Town pays taxes to support this state program and there is no deduction from pay.

ARTICLE IX MISCELLANEOUS

Sec. 9-1 Personnel Records

The Town maintains personnel records for each employee. An employee may review his or her file(s) and make copies from such files in the presence of the staff member responsible for the files during normal office hours. In order for the employee to perform such a review, he/she must make an appointment, to occur at the convenience of the Town, via written request. See Attachment D.

The Director of Human Resources shall be responsible for maintaining current records regarding compensatory time, vacation time, sick leave and holidays. Department Heads shall be responsible for providing this information on the weekly payroll slips directly to the Treasurer.

EMPLOYEE RECEIPT AND ACKNOWLEDGEMENT OF PERSONNEL POLICIES AND PROCEDURES

Adopted December 3, 2024

As part of your orientation, the Town of Old Orchard Beach Municipal Employees Personnel Policies and Procedures manual will provide important information. Please read it thoroughly. The policies have been developed as guidelines and do not constitute conditions of employment. Revisions to the policies may occur from time to time, as the Town deems necessary. When any of the policies are updated, they supersede the policies in this manual and you will be provided with copies of the updates. The Old Orchard Beach Municipal Employee Personnel Policies and Procedures do not constitute an employment contract.

I acknowledge that I have received a copy of the Town of Old Orchard Beach
·Municipal Employees Personnel Policies and Procedures manual and understand that it is my responsibility to become familiar with its contents.

_____ _____

(Signature) (Date)

Attachment A- Smoke Free Workplace Policy- Updated April 28, 2016

Issue date: January 28, 2014

Updated: April 28, 2016

To: All Town Employees, Clients, Contractors & Visitors

Fr: Larry S. Mead, Town Manager

Smoke-Free Workplace Policy

1. Purpose
   - A. The Town of Old Orchard Beach is dedicated to providing a healthful, comfortable and productive work environment for all of our employees, customers, and visitors. This policy covers the smoking of any tobacco product and the use of smokeless or "spit" tobacco and applies to all employees, customers, and visitors.
   - B. The Environmental Protection Agency (EPA) classifies secondhand smoke as a Class A carcinogen. This is a substance, like asbestos, known to cause cancer in humans.
2. Regulation
   - A. Because required by law (22 M.R.S.A. § 1580-A) and because of the acknowledged health hazards arising from exposure to secondhand smoke, it will be our policy to provide a smoke-free workplace, ***effective February 1, 2014.***
     1) There will be no smoking of tobacco products or the use of smokeless or "spit" tobacco within town-owned or leased buildings, including: offices, hallways, restrooms, lunchrooms, elevators, meeting rooms, community areas and garage.
     2) There will be no smoking in any town-owned or leased vehicle or equipment.
     3) There will be no smoking on town-owned property, except in designated areas.
3. Designated Employee Smoking Areas are by law required to be a minimum of 20 feet from entrances and exits of public buildings under Maine smoking laws, and must be away from ventilation and doorways, windows, etc. A sign will mark the designated areas:
   - A. **Town Hall**
     1) In the rear parking lot by the storage shed (street side)
   - B. **Fire Department**
     1) Rear parking area by the fence between the Fire and Police Departments
   - C. **Police Department**
     1) By the fence area at the rear of the Fire Department parking area
   - D. **Recreation/Ballpark Complex**
     1) A marked area near the garage with a table
     2) Smoking is prohibited in the infield area
   - E. **Public Works**
     1) To the left of the building (by employee parking area), approximately 40 feet from the side of the building.
   - F. **Waste Water**
     1) To the right of the Administrative building, a picnic table will be located in the designated area.

**Employees notified on: April 28, 2016___

Attachment B Earned time Donation form

EARNED TIME DONATION FORM

Name of Employee Donating: _____

Amount Wishing to Donate: _____ earned time Hours

Signature of Donating Employee: _____

Date: _____

****

For Human Resources Use Only

Date Received in HR: _____

Signature of Receiving Employee's Dept Director: _____

Donator's Accrued ET Hours after donation: _____

Donator's Base Rate: _____

Receiver's Base Rate: _____

Approval by: _____

Payroll date processed: _____

Attachment C- Income Protection Plan Procedure

The Town has made it available to all full-time employees the opportunity to participate in an Income Protection plan. This plan is administered through the Maine Municipal Association. Each employee has the opportunity to choose to protect either 55%, or 70% of their base salary.
Employees are eligible for the weekly disability income insurance as outlined above when the inability to work is not work related.
An employee receiving the weekly disability benefit will receive a combination of the disability benefit and accrued sick time or other accrued time (vacation, personal, or comp), once sick hours have been exhausted to bring them up to 100% of their base pay.
Please keep in mind that the first seven (7) days are not covered by this plan.

UNUM will send a check directly to the employee for the elected percent (55% or 70%), & the Town will process the remaining percent of pay (30% or 45%) in payroll & mail the employee their payroll checks.
The chart below shows the number of hours that will be paid by UNUM and the Town.

The breakdown will be as follows:

weekly hours	hours covered with IPP 55% (UNUM check)	hours paid with accrued time with IPP 55% (45% of pay)		hours covered with IPP 70% (UNUM check)	hours paid with accrued time with IPP 70% (30% of pay)
37	20.35	16.65		25.9	11.1
40	22	18		28	12
42	23.1	18.9		29.4	12.6

In January, the employee will receive a W2 from UNUM as well as a W2 from the Town; both will need to be used when filing taxes.

Employees must notify the Human Resource Office and complete all required forms prior to the start of disability leave if possible. An employee must have sick and/or vacation time and be receiving a paycheck from the Town in order to continue all voluntary deductions and benefits (health, dental, vision, etc.) withheld during payroll processing, as currently available to employees. If an employee does not have sick, vacation, or other accrued time to use during the leave, the employee will be responsible to contact Human Resources to set up a repayment plan for all missed benefits. If an employee terminates employment before completing the repayment, the employee is responsible to pay the remaining amount to the Town in full.

Please contact the Human Resource Office for specifics.

Attachment D- Personnel File Inspection/Copy Form

PERSONNEL FILE: INSPECTION/COPY REQUEST FORM

Employee/Former Employee Name:
_____

____I am requesting to: _____ Inspect my personnel file _____Obtain a copy of my personnel file

_____I am designating, in writing, the following representative,
_____, to:
_____Inspect my personnel file _____Obtain a copy of my personnel file

I understand the following:
• If I am inspecting my personnel file, I may not add, remove or revise any documents.
• Names of non-supervisory employees and other privileged and/or private, third party information will be removed from the records prior to my inspection and/or receiving a copy.
• I may be required to reimburse the Town for the actual cost of reproduction of my personnel file. (one free copy allowed per year by Maine Statute)
• If I am a former employee, I understand that I am limited to one request per year and I may be required to reimburse the Town for any postal expenses related to my request.
• I understand the Town may verify any representative designated by me.

_____
Signature Date

To be completed by Human Resources:

Date request received: _____

Date of review of file with
employee/representative: _____

Date on which a copy of the
personnel file was provided
to the employee/representative: _____
_____

I, _____, acknowledge that I have reviewed/received my personnel file on _____.

_____
Employee/Former Employee Signature

_____
HR Representative Date

AGENDA ITEM #9143

Discussion with Action: Renew the liquor license for Patio Pub (Pier Patio Pub), 2 Old Orchard Street, 306-6-1, Class A Restaurant: On-Premises: Beer, Wine & Spirits.

Chair: Shawn O'Neill

AGENDA ITEM #9144

Discussion with Action: Renew the liquor license for Patio Pub (Hooligans Landings), 2 Old Orchard Street, 306-6-1, Class A Restaurant: On-Premises: Beer, Wine & Spirits.

Chair: Shawn O'Neill

AGENDA ITEM #9145

Discussion with Action: Renew the liquor license for TPR, Inc. (Bull & Brew Winghouse), 6 East Grand Avenue, 306-5-2, Class A Restaurant: On-Premises: Beer, Wine & Spirits.

Chair: Shawn O'Neill

ADJOURNMENT

Chair: Shawn O'Neill