

BRIDGTON BOARD OF SELECTMEN'S MEETING AGENDA

DATE: Tuesday, June 14, 2022

TIME: 4:30 P.M.

PLACE: Board of Selectmen's Meeting Room, 10 Iredale Street, Bridgton

Please join the meeting from your computer, tablet, or smartphone.

<https://www.gotomeet.me/BridgtonMaine/bos>

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1. Call to Order
2. Pledge of Allegiance
3. 4:30 P.M. Executive Session per MRS Title 1, Section D: Discussion of Labor Contracts
4. 5:00 P.M. Action Items Following Executive Session
 - a. Agreement Between Town of Bridgton and Public Works Department
5. Approval of Minutes
 - a. May 24, 2022
6. Public Comments on Non-Agenda Items (*Each speaker **may** be limited to 3 minutes.*)
7. Committee/Liaison Reports
8. Correspondence, Presentations and Other Pertinent Information
 - a. 4H Exemption, Discussion with Assessor's Agent
9. New Business
 - a. Awards and Other Administrative Recommendations
 1. Supplemental Assessments as Recommended by the Assessor's Agent
 2. Amendments to Personnel Policy:
 - a. Juneteenth Day
 - b. Personal Days
 - b. Permits/Documents Requiring Board Approval
 1. Pondicherry Park Access Easement over LEA Property
 2. Consent of Beano/Bingo Permit to St. Joseph Men & Women's Club
 3. Request to Use Town Owned Property on August 20, 2022 for Dog Days of Bridgton
 4. Victualer's Licenses
 - a. Ricky's Diner, 257 Main Street
 - b. The Gazebo, 56 Portland Road
 - c. The Black Horse Tavern, 26 Portland Road
 5. Marijuana Establishment License Application from Sweet Dirt for an Adult Use Marijuana Store Located at 1 Beaver Creek Farm Road

- c. Selectmen's Concerns
- d. Town Manager's Report/Deputy Town Manager's Report
- 10. Old Business (Board of Selectmen Discussion Only)
 - a. Wastewater Status Update
- 11. Treasurer's Warrants
- 12. Public Comments on Non-Agenda Items (*Each speaker **may** be limited to 3 minutes.*)
- 13. Dates for the Next Board of Selectmen's Meetings
June 28, 2022
- 14. Adjourn

Future Agenda Items:

- 1. Workshop for Review of Committees
- 2. Discussion of Use of Trademark by Commercial Entities

**Town Manager's Notes
Board of Selectmen's Meeting
June 14, 2022**

1. Call to Order

2. Pledge of Allegiance

3. Executive Session

Motion: Move to go into Executive Session pursuant to MRS 1 §D, Union Contracts.

Motion: Move to come out of Executive Session.

4. Motion: Move to ratify the Agreement between the Town of Bridgton and Public Works Department effective from July 1, 2022, to June 30, 2025.

5. Approval of Minutes

a. May 24, 2022

Suggested motion: Move to approve the May 24th Meeting Minutes.

7. Committee/Liaison Reports

8. Correspondence, Presentations and Other Pertinent Information

- a.** The Assessor's Agent will be discussing the 4H Application for a tax exemption on the Magic Lantern property.

9. New Business

a. Awards and Other Administrative Recommendations

- 1.** For your approval, please see a real estate tax supplemental being recommended by the Assessor's Agent. The provided information notes the requested supplemental value/tax.

Suggested Motion: Move to approve the recommended June 14, 2022, tax supplemental totaling \$34,669.12.

- 2.** I am requesting three (3) revisions to the Town of Bridgton Personnel Rules and Regulations. The first is to Article 7.1 and changes Finance Officer to Director, Water Reclamation Supervisor to Director, and adds Health Officer. In keeping consistent with the two collective bargaining agreements, Article 25.1 adds Juneteenth. Lastly, I am requesting the Article 27.1 be changed from five (5) years to (3). Please refer to the red-lined document in your binder.

Suggested Motion: Move to revise the Personnel Policy as requested.

b. Permits/Documents Requiring Board Approval

- 1.** Members of the Board had requested, as part of approving updating the trail, a right of way to access Pondicherry Park from the parking lot on Willett Road. Please see easement in your binder.

Suggested motion: Move to approve the Recreation Trail Easement on land of Lakes Environmental Association.

- 2.** St. Joseph's Men's and Women's Club has applied for consent to operate Beano/Bingo games. Please see the application in your binder.

Suggest motion: Move to grant consent to St. Joseph's Men's and Women's Club to operate Beano/Bingo games.

- 3.** Nate Sunday has applied to hold an event on the grounds of the Bridgton Community Center. Dog Days would be held August 20th from 1-4pm. Neighboring businesses have been surveyed and no issues raised. Please refer to the application and emails in your binder.

Suggested motion: Move to approve Dog Days on August 20th from 1-4pm.

- 4.** Business licenses:

a. Victualer's License to Ricky's Diner.

***Suggested motion:** Move to approve a Victualer's License to Ricky's Diner.*

b. Victualer's License to The Gazebo.

***Suggested motion:** Move to approve a Victualer's License The Gazebo.*

c. Victualer's License to The Black Horse Tavern.

***Suggested motion:** Move to approve a Victualer's License to The Black Horse Tavern.*

5. Sweet Dirt has applied for a Marijuana Establishment License for an Adult Use Marijuana Store.

***Suggested motion:** Move to approve Marijuana Establishment License for an Adult Use Marijuana Store for Sweet Dirt.*

10. Old Business

a. Wastewater Update

Board of Selectmen's Meeting Minutes

May 24, 2022; 4:00 P.M.

Board Members Present: Carmen E. Lone, Chairman; Glenn R. Zaidman, Vice-Chairman; Robert J. McHatton, Sr.; Paul A. Tworog; G. Frederick Packard

Administration Present: Town Manager Robert A. Peabody, Jr.; Deputy Town Manager Georgiann Fleck; Deputy Town Clerk Jamie L. Ferguson; Executive Assistant Nikki Hodgkins; Community Development Director Linda LaCroix, Deputy Community Development Director Victoria Hill; Police Chief Phil Jones; Code Enforcement Officer Brenda Day; Deputy Finance Director Jenna Domer; Public Works Foreman Jason Thompson

1. Call to Order

Chairman Lone called the meeting to order at 4:00 P.M.

2. Pledge of Allegiance

The Board recited the "Pledge of Allegiance."

3. 4:00 P.M. Executive Session per MRS Title 1 Section 405.6.E. for Consultation with Legal

Motion was made by Vice-Chairman to move to executive session; second from Selectman Packard.

5 approve/0 oppose

4. Action Items Following Executive Session

There were no action items following executive session.

5. Approval of Minutes

a. May 10, 2022

Motion was made by Selectman McHatton to approve the May 10, 2022, minutes; second from Vice-Chairman Zaidman. 5 approve/0 oppose

6. Public Comments on Non-Agenda Items

There were no public comments on non-agenda items.

7. Committee Liaison Reports

There were no Committee Liaison reports.

8. Correspondence, Presentations and Other Pertinent Information

a. Bridgton Harvest Moon Festival

Pam Ward presented a map of the proposed area to be used. She had previously met with Sargent Muise, who approved the traffic flow. She went over the presented map in detail. Chairman Lone asked if Ms. Ward had spoken to Downeast Energy and The Magic Lantern and she reported that both approved the plan for half of their parking area to be reduced. Ms. Ward said all the businesses located in that area are aware of the plan and are ok with it, however they are still waiting to hear from Reny's regarding where the road closure will begin. **Motion** was made by Selectman McHatton to approve the application for the Bridgton Harvest Moon Festival if all town requirements are met, and the insurance does not to exceed \$2,500; second from Vice Chairman Zaidman. The Board discussed the budget. 5 approve/0 oppose

9. Public Hearing to hear public comment on the following questions that will be presented to the voters via referendum ballot June 14th, 2022:

Question 1. Shall an ordinance entitled "Town of Bridgton Senior Tax Assistance Ordinance," be enacted?

(Note: Copies of the text of this ordinance are available from the Town Clerk.) Board of Selectmen recommend a YES vote.

Question 2. Shall an ordinance entitled "Town of Bridgton Ordinance Establishing a Moratorium on Commercial Solar Energy Facilities," be enacted? *(Note: Copies of the text of this ordinance are available from the Town Clerk.)* Board of Selectmen recommend a YES vote.

Deb Brusini, Planning Board Chair, made a comment that the Planning Board put this forward and is in support of it. Ms. Brusini clarified the reason for the Ordinance is to ensure that solar farms with undesirable characteristics do not come under Planning Board review prior to completion of solar farm specific standards.

Question 3. Shall an ordinance entitled, "Amendments to Bridgton Land Use Code and Official Shoreland Zoning Maps to Correct Errors and Add a Limited Commercial (LC) Shoreland Zoning District," be enacted? *(Note: A "Yes" vote will enact the ordinance entitled, "Amendments to Bridgton Land Use Code and Official Shoreland Zoning Maps to Correct Errors and Add a Limited Commercial (LC) Shoreland Zoning District," and will change the zoning of some properties or portions of certain properties from the Limited Residential (LR) shoreland zoning district to the Limited Commercial (LC) shoreland zoning district. Copies of the text of the ordinance, including the current and proposed Official Shoreland Zoning Maps, are available from the Town Clerk.)* Board of Selectmen Recommend a YES vote. Deb Brusini clarified that this ordinance is to help return lots on the inner and outer quarter to commercially zoned. This is business friendly and Bridgton friendly.

A member of the public asked for clarification on the shoreland zoning aspect of the ordinance. Ms. Brusini clarified that it is pertaining to the wetlands in the area.

Question 4. Do you favor voting on all business to be transacted at future annual town meetings by secret ballot election rather than traditional in-person town meeting? *(Note: This is a non-binding advisory question.)*

A member of the public noted that we have always had an in-person town meeting since 1794 and impressed the importance of the one time of year that the public can come together and engage in discussion. He also expressed that if the town meeting should be voted down, it should be done in person and not through a ballot. Chairman Lone clarified that this is just an advisory question and will not determine anything. Town Manager Robert Peabody also spoke to the attendance level of the Town Meeting and public involvement. Bridgton resident Joe Gallinari made it known he is not in favor.

10. New Business

a. Awards and Other Administrative Recommendations

1. Maine Municipal Association's Legislative Policy Committee Nomination Form

This item will be added to a future agenda.

2. Ratification of Bridgton Patrol Association Collective Bargaining Agreement.

Town Manager Robert Peabody stated they did meet in executive session and that it was a robust negotiating session. He thanked the union and their representatives for their part in a productive meeting. Mr. Peabody stated the agreement has been ratified by the Union and he brings it before the Board now for ratification. **Motion** was made by Selectman McHatton to ratify the agreement; second from Selectman Packard. 5 approve/0 oppose

3. Appointment of Brenda Day as Local Health Officer

Selectman McHatton asked Ms. Day if she will have the time to take on this roll in addition to her present role as CEO. Town Manager Peabody informed the Board of the certification and training she has already received for the role of Local Health Officer. **Motion** was made by Selectman McHatton to appoint Brenda Day as the Local Health Officer; second from Selectman Tworog. The Board brought up concerns about Ms. Day's ability to balance the large workloads of both roles and potential conflicts of interest between the two roles. These concerns were addressed by Ms. Day, as well as Deputy Town Manager Georgiann Fleck. 4 approve/1 opposed (Selectman Tworog was opposed)

4. Draft 2024 Comprehensive Plan, Presentation of Task Force Mission and Charge, and Task Force Applicants

Community Development Director LaCroix listed off the applicants and clarified the purpose of the Task Force and the difference between the Task Force and the Advisory Committee. Ms. LaCroix addressed several questions from the Board regarding how the task force will operate. Task Force applicant Molly Barker spoke to the Board about how the task

force will help reach underserved members of our community. **Motion** was made by Chairman Lone to approve the 2024 Comprehensive Plan Update Task Force Charge, Mission, and Authority Document; second from Vice-Chairman Zaidman. 5 approve / 0 oppose **Motion** was made by Chairman Lone to appoint the Task Force members as presented; second from Selectman Tworog. Vice-Chairman Zaidman asked why the applications differ to which Ms. LaCroix explained that some were completed on the document itself and some were completed online. 5 approve / 0 oppose

5. 2022 -2023 Salmon Point Budget

Town Manager Peabody recognized Deputy Finance Director Jenna Domer's job well done and welcomed Scott Cushing back for another year. Mr. Peabody outlined the budget and stated that the revenue does indeed cover the expenses. **Motion** was made by Vice-Chairman Zaidman to approve the 2022 – 2023 Salmon Point Budget; second from Chairman Lone. 5 approve / 0 oppose

b. Permits/Documents Requiring Board Approval

1. Victualer's Licenses

- a. Nora Belle's (2 Cottage Street, Unit 1)
- b. Bento Nouveau, Inc. (109 Portland Road)
- c. Maine Lobster Express (7 Main Street)
- d. Lakeside Nutrition (148 Main Street)
- e. Mainly Melts (64 Portland Road)/Food Truck
- f. Elevation Sushi and Tacos, LLC (103 Main Street)

Some discussion ensued over a clerical error on the back up material. **Motion** was made by Selectman McHatton to approve Victualer's Licenses to Nora Belle's, Bento Nouveau, Inc., Maine Lobster Express, Lakeside Nutrition, Mainly Melts, and Elevation Sushi and Tacos, LLC. Second from Vice-Chairman Zaidman. 5 approve / 1 oppose (Selectman Tworog opposed)

2. Confirmation of Warden's Appointment for June 14th, 2022

Motion was made by Selectman McHatton to approve Town Clerks appointment of Marita Wiser as Warden for the Town of Bridgton June 14th, 2022 State of Maine Primary Election. Second from Vice-Chairman Zaidman. 5 approve / 0 oppose

3. Certificate of Commitment of Sewer User Rates Commitment #263

Motion was made by Vice-Chairman Zaidman to approve the Commitment of Sewer User Rates Commitment #263; second from Selectman Packard. 5 approve / 0 oppose

c. Selectman's Concerns

- **Selectman Tworog** complimented the fire department on their response to a structure fire on Elm Street.
- **Selectman Tworog** asked if there was a plan to fix damage to private property caused by the wastewater project. Town Manager Peabody stated the workers are only supposed to work to the edge of the towns right of way, otherwise there would need to be a construction easement.
- **Chairman Lone** brought up concerns about line painting. Town Manager Peabody stated he is hoping to have lines and crosswalks painted before July 4th.
- **Chairman Lone** gave kudos to all of those involved in the mural projects.
- **Chairman Lone** noted two holes in the entrance to the depot street parking lot.
- **Chairman Lone** thanked the public works department for their work in the cemeteries, as well as the American Legion for putting up flags, and noted a memorial observance at the Veterans Memorial at 11am Sunday, May 29th by the American Legion Post 67.
- **Vice-Chairman Zaidman** had no concerns.
- **Selectman Packard** had no concerns.
- **Selectman McHatton** had no concerns.

d. Town Manager's Report/ Deputy Town Manager's Report

TOWN OF BRIDGTON DEPUTY TOWN MANAGER'S REPORT May 24, 2022

General

Lake Region Television hosted a Candidates Night for those running for positions on the Board of Selectmen and Planning Board on Monday, May 23, 2022. They plan on running replays for those that missed this annual program. For information contact Lake Region Television at 207-647-8044 or info@lakeregiontv.org The Community Development Director, Deputy Community Development Director and I will be attending the Greater Portland Council of Governments 2022 Summit this coming Thursday, May 26th to receive an award on behalf of Bridgton for the significant investment made in the streetscapes and wastewater expansion projects. A great deal of thanks goes to those who envisioned and brought forward these projects and to the voters who approved, as Bridgton has become the talk of the region for how beautiful we look and for the expansion of essential wastewater services that will be provided to our citizens and businesses.

Bridgton Recreation

We are ramping up for the summer with swim lessons beginning on June 27th and summer camp beginning on June 20th (sign up now!) Two outdoor pickle ball courts are available for use behind the Town Hall. We are hosting the Cal Ripken 12U District Tournament on June 20 - June 23 to be held at Junior Harmon Field. For more comprehensive information contact Recreation Director, Gary Colello, at 647-1126 or refer to our website at www.bridgtonmaine.org

Town Clerk's Department

NEW! QR codes have been created to scan for the warrant and secret ballot. They have been placed around the Town Office...so give it a try and SCAN AWAY! The Annual Town Meeting (Election of Officers and Secret Ballot Questions only and State Primary) will be held on Tuesday, June 14, 2022 at the Town Hall, 26 North High Street beginning at 8:00a.m. to 8:00p.m. Unlike the past two years the Annual Town Meeting (business meeting) will be held on Wednesday, June 15, 2022 at 7:00p.m. at Town Hall, 26 North High Street and will be in-person. There is a non-binding question on the referendum ballot to determine preference of future Annual Town Meetings "Do you favor voting on all business to be transacted at future annual town meetings by secret ballot election rather than traditional in-person meetings" Absentee Ballots are currently available, please see the Town Clerks Office. 30 day Tax Lien notices will be mailed in June, for status of your taxes please contact the Town Clerks Office. The MSAD 61 Election was held today at the Town Hall, 26 North High Street. I am pleased to say that I was officially elected Moderator for this election, my first time to experience this very important role, thank you Laurie for giving me the opportunity. It is not too late to vote, they are open until 8:00p.m. Please contact Town Clerk, Laurie Chadbourne at 207-647-8786 or lchadbourne@bridgtonmaine.org with any questions.

Bridgton Fire Department

On Sunday night there was a fire at an Elm Street residence, the fire was initially in the walls on the second floor and it was tough to find as crews had to wait until the roof was vented to reduce the heat. It was a good save overall! We appreciate all the members that arrived on scene from our department and from other departments for not only this incident but for all the incidents throughout the year.

Bridgton Public Works Department

Repair work has begun on the Highland Lake Dam

Bridgton Police Department

Public Engagement included: Officer Chaine gave an informational talk to a local business about active shooter safety. Chief Jones presented to the Bridgton Lions Club topics of public safety and Police Department various efforts. PSAA Gendron is actively planning this summer's National Night Out event scheduled for August 2nd. We would like to thank all that came out to join our officers for Law Enforcement Officers Appreciation Day this past Friday and a special thank you to Peter Dumont, Head Custodian, for all the prep work and set-up. Training: Officer Johnson attended the NAMI Crisis Intervention Training. PSAA Gendron received certification as a records management specialist. Chief Jones attended the annual Maine Chiefs conference and training. Officer Wilson is nearing the end of field training and looking forward to summer police academy. New Officer: We would like to welcome Officer Lisa Mageira as she has recently started the field training program. Recognition: The State of Maine American Legion has selected our very own Officer Brandan George to receive the 2022 Law Enforcement Officer of the Year award. Their letter to Officer George began with this quote: "Dear Officer George, Congratulations on your selection to receive the 2022 Law Enforcement Officer of the Year. All Legionnaires in Maine congratulate you on your steadfast dedication to the safety and security of the people in your community and this state." The award will be presented to him at the Legion's Annual Convention in June. Congratulations Brandan!

Until next time....be safe and be well.

Respectfully submitted,

Georgiann M. Fleck

Deputy Town Manager

11. Old Business (*Board of Selectmen Discussion Only*)

a. Wastewater Status Update

Town Manager Peabody stated he has nothing new to report.

12. Treasurer's Warrants

There were no Treasurer's Warrants provided to the Board for approval.

13. Public Comments on Non-Agenda Items

There were no public comments on non-agenda items.

14. Dates for the Next Board of Selectmen's Meetings

June 14, 2022

June 28, 2022

15. Adjourn

Motion was made by Chairman Lone to adjourn the meeting at 7:05 P.M; second from Selectman Packard.

5 approve / 0 oppose

Respectfully submitted,

Jamie L. Ferguson

Deputy Town Clerk

Laurie Chadbourne

From: Robert "Bob" Peabody, Jr.
Sent: Monday, May 23, 2022 11:26 AM
To: Laurie Chadbourne
Cc: Georgiann M Fleck; Nikki Hodgkins
Subject: FW: June 14th meeting

Robert A. Peabody, Jr.
Bridgton Town Manager
3 Chase Street, Suite 1
Bridgton, Maine 04009
rpeabody@bridgtonmaine.org
207.647.8786 Office
207.256.7211 Cell

From: Mike O'Donnell <MikeO@jeodonnell.com>
Sent: Monday, May 23, 2022 11:20 AM
To: Robert "Bob" Peabody, Jr. <rpeabody@bridgtonmaine.org>; Georgiann M Fleck <gmflex@bridgtonmaine.org>
Cc: John O'Donnell <john@jeodonnell.com>; Denis Berube <denis@jeodonnell.com>
Subject: June 14th meeting

Some people who received this message don't often get email from mikeo@jeodonnell.com. [Learn why this is important](#)

Bob,
Please add discussion of the 4H request for exemption to the **Bridgton Selectman's June 14th** meeting.
I believe that you already have Denis scheduled to process a supplemental assessment and a few other assessing loose ends on that agenda.

Michael O'Donnell
207 926 4044
mikeo@jeodonnell.com

SUPPLEMENTAL TAX CERTIFICATE

Title 36 M.R.S.A. Section 713

We, the undersigned, Assessors of the Municipality of Bridgton, hereby certify that the foregoing list of estates and assessments thereon, recorded in page 1 through 1 of this book, were either invalid, void or omitted by mistake from our original invoice and valuation and list of assessments dated the 13th day of July, 2021, that these lists are supplemental to the aforesaid original invoice, valuation and list of assessments dated the 13th day of July, 2021, and are made by virtue of Title 36, Section 713, as amended.

Given under our hands this 14th day of June 2022.

MUNICIPAL ASSESSOR(S)

Carmen E. Lone, Chairman

Glenn R. Zaidman, Vice Chairman

Paul A. Tworog

G. Frederick Packard

Robert J. McHattan Sr.

*Attach this form to the inside of the valuation book with a list of persons and their estates.

SUPPLEMENTAL TAX WARRANT

Title 36 M.R.S.A., Section 713

County of Cumberland

To Robert A. Peabody, Jr., Tax Collector of the Municipality of Bridgton, within said County of Cumberland

GREETINGS:

Hereby are committed to you a true list of the assessments of the estates of the persons hereinafter named. You are hereby directed to levy and collect each of the persons named in said list his respective portion, therein set down, of the sum of: **Thirty four thousand, six hundred sixty nine dollars and twelve cents (\$34,669.12)**, it being the amount of said list; and all powers of the previous warrant for the collection of taxes issued by us to you and dated 13th day of July, 2021 are extended thereto; and we do hereby certify that the list of assessments of the estates of the persons named in said list is a supplemental assessment laid by virtue of Title 36, Section 713, as amended and the assessments and estates thereon as set forth in said list were either invalid, void or omitted by mistake from the original list committed unto you under our warrant dated 13th day of July, 2021.

Given under our hands this 14th day of June 14, 2022.

MUNICIPAL ASSESSOR(S)

Carmen E. Lone, Chairman

Glenn R. Zaidman, Vice Chairman

Paul A. Tworog

G. Frederick Packard

Robert J. McHattan Sr.

*Submit this form to the Tax Collector with a list of persons and their estates.

Bridgton

3:48 PM

Real Estate Tax Commitment Book - 14.800

2021 Supplemental bills 2022-06-14

06/01/2022

Page 1

Account	Name & Address	Land	Building	Exemption	Assessment	Tax
445	KINGSWOOD CAMP PROPERTIES LLC 104 WILDWOOD RD	1,339,990	1,002,518	0	2,342,508	34,669.12
		Acres	93.82			

BRIDGTON ME 04009

104 WILDWOOD RD.

005-014

B37600P295 12/21/2020 B37600P292 12/21/2020

B1526P279

	Land	Building	Exempt	Total	Tax
Page Totals:	1,339,990	1,002,518	0	2,342,508	34,669.12
Final Totals:	1,339,990	1,002,518	0	2,342,508	34,669.12



**Assessing Office
Town of Bridgton**

3 Chase Street, Suite 1
Bridgton, ME 04009

June 14, 2022

re: 2021-2022 taxes

Kingswood Camp Properties LLC
104 Wildwood Road
Bridgton, Maine 04009

Bridgton, Maine
005-014

Dear Kingswood Camp Properties LLC,

We enclose a supplemental tax bill for your 2021-2022 Bridgton, Maine taxes. The supplemental tax bill is necessary because your property was either omitted or incorrectly assessed in the regular 2021-2022 tax commitment. All terms for payment are the same as the terms for regular tax bills, except for the due dates. Payments should be made to the Town of Bridgton, Maine, Three Chase St., Ste. 1, Bridgton, Maine 04009.

If you have any questions concerning the enclosed tax bill you may us at the Town Office on Tuesday at the above phone number.

Sincerely,

Denis NJ Berube, C.M.A.
Assessor's Agent
Bridgton, Maine

2021 Real Estate Tax Bill

Town of Bridgton
3 Chase St., Suite 1
Bridgton, ME 04009

R445
KINGSWOOD CAMP PROPERTIES LLC
104 WILDWOOD RD
BRIDGTON ME 04009

Current Billing Information	
Land	1,339,990
Building	1,002,518
Assessment	2,342,508
Exemption	0
Taxable	2,342,508
Rate Per \$1000	14.800
Total Due	34,669.12

Acres: 93.82
Map/Lot 005-014 Book/Page B37600P295 Payment Due 8/13/2022 34,669.12
Location 104 WILDWOOD RD.

Information

NOTICE IS HEREBY GIVEN THAT YOUR COUNTY, SCHOOL AND MUNICIPAL PROPERTY TAX IS DUE (THE TAX AMOUNT IS DUE ON 8/13/2022. INTEREST WILL BE CHARGED ON UNPAID TAXES AT AN ANNUAL RATE OF 6% BEGINNING 8/14/2022.

Per state law the ownership and valuation of all real estate and property subject to taxation shall be fixed as of April 1, 2021.

IF YOU NEED A RECEIPT PLEASE ENCLOSE A SELF ADDRESSED STAMPED ENVELOPE.

Without State aid to education, State revenue sharing and State reimbursement for the Maine resident homestead property tax exemption, your tax bill would have been 10.8% higher.

Current Billing Distribution

County	4.11%	1,424.90
Town	44.89%	15,562.97
MSAD 61	51.00%	17,681.25

Remittance Instructions

Please make checks or money orders payable to
Town of Bridgton and mail to:

Town of Bridgton
3 Chase St., Ste. 1
Bridgton, ME 04009

2021 Real Estate Tax Bill

N/A

Due Date	Amount Due	Amount Paid
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Please remit this portion with your first payment

2021 Real Estate Tax Bill

8/13/2022 34,669.12

Account: R445
Name: KINGSWOOD CAMP PROPERTIES LLC
Map/Lot: 005-014
Location: 104 WILDWOOD RD.

Due Date	Amount Due	Amount Paid
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First Payment

Article 25. Holidays

Section 1. Policy

All full-time employees, including those in the probationary period, who have been employed by the Town for at least thirty (30) days, shall be entitled to paid holidays as follows:

A. New Year's Day

B. Martin Luther King Jr. Day

C. Presidents' Day

D. Patriot's Day

E. Memorial Day

F. Juneteenth Day

G. Independence Day

H. Labor Day

I. Indigenous Peoples Day

J. Veterans Day

K. Thanksgiving Day

L. *The Day After Thanksgiving

M. Christmas Day

N. One-half (1/2) day before Christmas Day (except if Christmas Day falls on a Saturday or Sunday- see Article 25, Section 2)

*The day after Thanksgiving is a paid holiday for non-union/non-contractual employees only.

Juneteenth is on June 19th. It is an approved Holiday in both Union contracts. It is both a Federal and State recognized holiday.

Municipality:	Response:	Notes:	Contact Person:
Alfred	Adopted		
Aroostook County	Adopted	Aroostook County Government will be observing Juneteenth as an official Holiday.	ryan@aroostook.me.us
Auburn	Considering	Auburn has not taken a position but this will be considered in the near future	pcrowell@auburnmaine.gov
Augusta	Adopted	Augusta adopted Juneteenth as a City holiday last month.	Susan.robertson@augustamaine.gov
Bangor	Adopted		courtney.odonnell@bangormaine.gov
Bath	Considering	Bath will be considering it in the near future. We have to bring it back before City Council before it can be added to the City's list of holidays	mmeyers@CityofBath.com
Biddeford	Considering	Biddeford Council will be considering whether to add Juneteenth as an official City holiday later this month	James.Bennett@biddefordmaine.org
Blue Hill	Adopted	Adopted	townadmin@townofbluehillmaine.org
Bridgton	Considering	Considering	
Brunswick	Adopted	Adopted.	jeldridge@brunswickme.org
Cape Elizabeth	Adopted	Cape Elizabeth adopted the holiday and added it to our two Collective Bargaining Agreements	matthew.sturqis@capeelizabeth.org
Casco	Adopted		
Caribou	Adopted		
Chelsea	Not Considering	Chelsea does not have any plans to add Juneteenth to the list of it's holidays.	chelseamanager@chelseamaine.org
Corinna	Not Considering	Town of Corinna does not have any known plans to add it to the holiday list	corinnamgr@roadrunner.com
Corinth	Adopted	Town of Corinth Board opted to adopt the holiday after discussion. Allowed based on the decision of State agency closure (BMV and IFW) which are two key support functions for clerks. The Board in the past has followed suit for the State government holiday closure list published by BHR.	Manager@townofcorinth.com
Cumberland	Adopted	Adopted	
Cumberland County	Adopted	Adopted	gailley@cumberlandcounty.org
Damariscotta	Not Considering	We have no plans to make this a Town holiday	mlutkus@damariscottame.com
Deer Isle	Not Considering	We haven't discussed it in Deer Isle.	deerislemanager@gmail.com
Dexter	Adopted	Adopted it our last council meeting	manager@dextermaine.org
Eastport	Adopted		
Fairfield	Adopted	Since this became a federal and state holiday too close to the actual day, we did not do anything this past year. However, Fairfield adopted it last fall. We did MOUs with the Unions and changed the personnel policy.	mflwelling@fairfieldme.com
Fort Kent	Adopted	Adopted	spadis@fortkent.org
Gray	Adopted	Gray Town Council unanimously adopted Juneteenth as a holiday	nrudy@graymaine.org
Hallowell	Adopted	Hallowell adopts all state and federal holidays per charter stating same...so we don't need city council action to add a new one.	citymanager@hallowellmaine.org
Hampden	Adopted		
Harpswell	Adopted		
Houlton	Considering	Houlton will be considering at first January meeting	town.manager@houlton-maine.com
Kennebunkport	Not Considering	Currently no plans to add it to the list	jsmith@kennebunkportme.gov
Kittery	Adopted	Kittery has adopted as a holiday and incorporated into the collective bargaining agreements. I have one final step to do to update the ordinance, but we will be officially done with the adoption process by the end of this month.	KAmaral@kittery.me
Knox County	Adopted	Knox County has adopted in our personnel policy handbook and all union contracts.	ahart@knoxcountymaine.gov
Lewiston	Adopted		
Limestone	Adopted		
Livermore	Adopted		
Long Island	Not Considering	Not Considering	
Madison	Not Considering	Madison currently has no known plans to add it to the list.	edd@madisonmaine.com
Mapleton, Castle Hill, and Chapman	Adopted	Adopted	townmanager@mapleton.me
Milo	Not Considering	Milo has not discussed it. Our Selectboard's stance is that we already have enough holidays and if we were to request adding one we would have to give up a current one	townmanager@townofmilo.org
Minot	Adopted	Minot has already added it considering that both State and Federal offices will be closed.	admin@minotme.org
Naples	Adopted	Adopted	www.townofnaples.org
New Gloucester	Adopted	Adopted	
Northport	Not Considering	Northport has no known plans to add it.	administrator@northportmaine.org
Norridgewock	Non-Union Observing	Likely to come up in future union negotiations for that group of employees	
Norway	Observing	Norway is following the State schedule for Holidays.	dlaiole@norwaymaine.com
Ogunquit	Adopted	Adopted	mbuttrick@ogunquitted.org
Orono	Tabled	Tabled with no timeframe	
Pownal	Observing	Here in Pownal we observe all state holidays and since Juneteenth is a state holiday we will be observing it. The Select Board has not officially changed the personnel policy yet (mostly because I have not brought it before them) but we will be this month.	administrator@pownalmaine.org
Raymond	Considering	Considering	
Readfield	Considering	It will certainly come up in negotiations	manager@readfieldmaine.org
Rockland	Adopted	The City of Rockland adopted the day as a municipal holiday after the State declared it as a State Holiday.	tluttrell@rocklandmaine.gov
Sabatius	Adopted	Adopted	
Scarborough	Adopted	Adopted	
Sebago	Considering	Considering	
South Portland	Adopted	Adopted it as an official holiday	smorelli@southportland.org
Standish	Adopted	Adopted	wdairoux@yahoo.com

Tremont	Adopted		
Union	Adopted	Officially adopted the day as a municipal holiday	townmanager@union.maine.gov
Vassalboro	Adopted	Vassalboro added this Federal and State holiday to our list of observed holidays in our Personnel Handbook	msabins@vassalboro.net
West Paris	Adopted	The Town of West Paris has adopted Juneteenth as a municipal holiday.	wptwnmgr@megalink.net
Winslow	Adopted	Winslow has adopted based on the terms of our Personnel Policy and union agreements	elacroix@winslow-me.gov
Wiscasset	Adopted		
Yarmouth	Considering	Plan on it soon.	ntupper@Yarmouth.me.us

Originally done by Jim Bennett. Updated by Mark Green on 5/23/22

Article 27. Personal Days Section 1: Eligibility Employees beginning their ~~fifth (5)~~ **third (3)** year of continuous service shall receive three (3) personal days per year. Personal days must be used in the year received and shall not be carried forward into the next year. The use of Personal Days requires 24-hours' notice on a form prescribed by the Finance Office to and approval by the Department Head or, for Department Heads, the Town Manager.

Vacation time was a High Improvement Priority in a recent employee satisfaction survey. 19 respondents rated it High, 8 Neutral and 3 Low.

TOWN OF BRIDGTON PERSONNEL RULES AND REGULATIONS

Enacted October 1985
Revised July 1, 2019
Revised June 23, 2020
Revised January 26, 2021
Revised July 27, 2021
Revised December 14, 2021
Revised June 14, 2022

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INTRODUCTION

These Personnel Rules and Regulations apply to the employees of the Town of Bridgton and do not apply to volunteers such as committee members, youth volunteers, volunteer firefighters, etc.

These Rules and Regulations provide basic information about the Town of Bridgton and its policies, programs and benefits. Read the Rules and Regulations to learn about your responsibilities as an employee and the programs developed by the Bridgton Board of Selectmen for your benefit.

These Rules and Regulations replace and supersede all previous versions of the Rules and Regulations and is designed to acquaint you with the Town of Bridgton by covering the questions most frequently asked by employees. Please do not hesitate to ask your supervisor for more details. Our hope is that your employment with the Town of Bridgton will be a rewarding and satisfactory experience.

Article 1. General Provisions

Section 1. Preamble

The Board of Selectmen of the Town of Bridgton hereby adopt the following Personnel Rules and Regulations for utilization by the Chief Administrative Officer and the Board of Selectmen in the administration of the personnel function of the Town of Bridgton.

Article 1. General Provisions

Section 2. Purpose

The purpose of the Board of Selectmen in prescribing these Rules and Regulations is to set forth a uniform and equitable system of personnel administration for the Town of Bridgton to promote more effective and efficient municipal operations on behalf of the citizenry, and to pursue positive employee morale and loyalty. It is the hope of the Board of Selectmen that these Rules and Regulations will provide each employee with a written summary of work benefits, privileges and responsibilities in order to better ensure that all employees are treated the same and to provide a clearly defined procedure for employees to resolve any problems which may arise during the course of their employment with the Town. These Rules and Regulations do not and are not intended to constitute an employment contract between the Town of Bridgton and its employees. The Board of Selectmen reserves the right to make revisions to them when necessary.

Article 1. General Provisions

Section 3. Scope

Except as otherwise provided, these Rules and Regulations shall apply to all Bridgton employees. They shall not apply to any employee or matter covered by a collective bargaining agreement between the Town and its organized employees, except in areas that are not working conditions or working conditions where the collective bargaining agreement is silent or there is no established past practice. The fringe benefits provided by the Town to employees shall apply to full-time employees only as defined in Article 8.2 except as may be otherwise provided herein.

Article 1. General Provisions

Section 4. Administration

- A. Ensuring the day-to-day administration of these Rules and Regulations shall be the function of the Town Manager, working through each Department Head. It shall be the responsibility of each Department Head to insure his/her own familiarity with these Rules and Regulations as well as that of his/her department staff.
- B. It shall be the duty of the Town Manager to:
 - 1. Encourage and exercise leadership in the development of sound personnel practices between the departments of the Town of Bridgton.
 - 2. Advise the Board of Selectmen on manpower utilization.
 - 3. Foster and develop programs for improvement of employee effectiveness, including training, safety, health, counseling, proper courtesy when dealing with public and respect for municipal property.
 - 4. Ensure the establishment and maintenance of appropriate records for all employees in the public service, in which there is set forth the employee's: job description, pay or status, sick leave, vacation time and other relevant data.
 - 5. Ensure that in each department these Rules and Regulations are administered fairly and in conformity with the provisions of state and federal laws.
 - 6. Issue various administrative procedures and take other appropriate action to carry into effect specific provisions of these Rules and Regulations when necessary.
 - 7. Perform the duties of the Affirmative Action Officer or delegate those duties to an employee who shall be designated as the Town's Affirmative Action Officer.

Article 1. General Provisions

Section 5. Departmental Rules

It is recognized that there may be a need to establish and maintain departmental rules of conduct and procedures, especially in the emergency services area. In the case of conflict between these Rules and Regulations and those of a specific department, these Rules and Regulations shall be controlling unless the department rules and any revisions have received the approval of the Board of Selectmen.

However, every reasonable effort shall be made to insure maximum compatibility between these and departmental rules.

Article 2. Attendance And Workplace Rules

Section 1. Attendance

Employees shall be at their respective places of work at the appointed departmental starting time. For additional requirements refer to Article 15.

Article 2. Attendance and Workplace Rules

Section 2. Appearance

All persons employed by the Town of Bridgton shall maintain an acceptable level of personal appearance, according to the departmental standards set forth by each Department Head. The Town Manager shall set the standards for each Department Head based on the function of their respective department. As each employee of the Town is acting on behalf of and representing the Town, it is important that all personnel respond accordingly to the various departmental standards.

Article 2. Attendance and Workplace Rules

Section 3. Visiting/Use of Workplace Telephones/Personal Cell Phones

It shall be the policy of the Town of Bridgton to curtail excessive visiting of Town employees by family or friends. Excessive use of workplace or personal cell phones for non-business-related conversations is discouraged. Employees who bring personal cell phones to work shall use their phones in a considerate manner that does not negatively affect the work environment. It shall be the responsibility of the Department Head and/or the Town Manager to monitor said activities.

Article 2. Attendance and Workplace Rules

Section 4. Solicitation/Distribution

Employees may not engage in solicitation of other employees for any purpose during work time or in any work area including any Town parking lot used by employees in connection with their work. The only exception to this rule is in accordance with the provisions below:

- A. Employees may make available to other employees in a location approved by the Town Manager (Town Office) or Department Head (other places of work) information such as catalogs, flyers, or fundraising efforts that an employee may browse during their lunchtime or approved break and possibly participate at their own discretion.
- B. In no case shall there be an expectation that an employee be required to participate, purchase, or donate.

Instances contrary to the aforementioned rule shall be reported to the Town Manager or Department Head in a timely manner.

Employees found to be violating this policy may be subject to disciplinary action.

Article 2. Attendance and Workplace Rules

Section 5. Gifts

A Town employee is prohibited from soliciting or accepting any gift, gratuity, favor, entertainment, loans, or any other item of monetary value from any person outside or within Town employment whose interests may be affected by the employee's performance or nonperformance of the employee's 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 hats, pens, note pads, calendars, etc., is permitted. Gifts of food, particularly during the holidays, benefitting either an entire department or building, are acceptable in accordance with the first paragraph.

If an employee has any questions about whether accepting a particular gift is appropriate, the employee should discuss the issue with his/her supervisor.

Article 3. Equal Opportunity Employment

Section 1. Policy

The Town of Bridgton is committed to a policy of equal employment opportunity. The Town will not discriminate against employees or applicants for employment based on any legally protected status, including, but not limited to veteran or military status, marital status, physical or mental disability, age, race, color, religion, sex, sexual orientation, gender identity, pregnancy, national origin, genetic information or ancestry. This policy applies to all terms and conditions of employment including, but not limited to hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation, benefits and training.

Article 4. Sexual Harassment

Section 1. Policy

In support of our commitment to equal employment opportunities, the Town prohibits any and all discrimination or harassment on the basis of any legally protected status, including, but not limited to veteran or military status, marital status, physical or mental disability, age, race, color, religion, sex, sexual orientation, gender identity, pregnancy, national origin, genetic information or ancestry. Such conduct is unlawful and will not be tolerated.

Examples of prohibited conduct includes:

- A. Epithets, slurs, negative stereotyping, or threatening, intimidating or hostile acts that are based on or that relate to an individual's membership in a protected class.
- B. Written or graphic material that denigrates or shows hostility toward an individual or group because of legally protected status, including, but not limited to any of the legally protected categories listed above; and
- C. Offensive comments, jokes, innuendos and other statements or conduct based on an individual's membership in any of the legally protected categories listed above.

Sexual Harassment is a form of harassment based on sex, is a violation of the law, and is against Town policy and will not be tolerated.

Sexual Harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- A. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment.
- B. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- C. 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.

Examples of sexual harassment include:

- A. Sexual touching, advances or propositions.
- B. Verbal abuse of a sexual nature.
- C. Graphic or suggestive comments about an individual's dress or body.
- D. Sexually degrading words to describe an individual; and
- E. Display in the workplace of sexually suggestive objects or pictures, including nude photographs.

The Town prohibits unlawful discrimination and harassment, whether engaged by a supervisor, agent, employee, co-worker or non-employee (such as a vendor or member of the public) who is on the Town's premises or who come in contact with Town employees while the employee is on the job.

If you believe that you have been subjected to sexual harassment by a supervisor, co-worker, agent of the employer or anyone else in the workplace, immediately report that incident to the Town Manager or Deputy Town Manager. If the Town Manager is the subject of the complaint, the employee should report same to the Chairman of the Board of Selectmen.

All complaints will be investigated promptly. Confidentiality will be protected to the extent reasonably possible. Any employee, supervisor or manager who is found to have engaged in harassment will be subject to appropriate disciplinary action, up to and including termination from employment.

Retaliation against any employee for filing a complaint or participating in an investigation is prohibited.

Article 5. Possession and Use of Alcohol, Marijuana, Illegal Drugs or Misuse of Prescribed Drugs

Section 1. Policy

The Town believes that all employees should be able to work in an environment free from alcohol and drug abuse. Accordingly, the Town expects all employees to report to work and to perform their duties in a manner which does not jeopardize the health, safety and well-being of co-workers or the public.

- A. No employee may drink alcoholic beverages or consume marijuana in any form during working hours, including during meal periods, breaks or authorized interruptions of work. This includes overtime periods. An employee who drinks alcohol or consumes marijuana in any form during working hours is subject to immediate discipline, including dismissal.
- B. No employee may illegally possess, use, sell, distribute narcotics, drugs, controlled substances or unauthorized prescription drugs of any kind while on the job, on work premises or during an employee's working hours.

Employees may not report to work under the influence of alcohol, marijuana, or illegal drugs.

- C. Employees may possess and take prescription drugs prescribed for them by a medical practitioner. Employees must inform their supervisor before reporting to work if they are taking any substances, including prescription and non-prescription drugs, which may affect their judgment or performance.

An employee whose off-the-job use of legal or illegal drugs impairs the employee's job performance is subject to immediate discipline, including dismissal.

Article 5. Possession and Use of Alcohol, Marijuana, Illegal Drugs or Misuse of Prescribed Drugs

Section 2. Performance Affected by Alcohol or Drug Abuse

- A. Without waiving its right to discipline or dismissal depending on the nature of the offense (including, but not limited to, any of the offenses in Section 1), the Town recognizes alcohol and drug abuse including the misuse of prescribed drugs may be a disease. The Town will maintain a continuing effort to encourage treatment of drug and alcohol problems of employees. Department Heads will receive instructional material on the identification of alcohol and drug abuse problems.
- B. Any employee who suspects that they have an alcohol or drug dependency problem is encouraged to seek the appropriate and necessary medical provider or to contact his/her supervisor to seek voluntary diagnosis or treatment. If the employee obtains a diagnosis indicating a drug or alcohol abuse problem, the Department Head can assist the employee in obtaining a list of treatment resources available to deal with the problem and ensure that the employee is informed of the benefits available through the Town's health plan. If an employee undertakes treatment or rehabilitation for drug or alcohol abuse problem, the Department Head will work with the employee to modify the employee's work schedule or duties, if modification is consistent with the operational needs of the department and as required by law, to allow the employee to receive treatment. All relevant personnel records and discussion will be kept confidential in accordance with state and federal law.
- C. In accordance with federal law, an employee is required to notify the Town Manager of a criminal or civil conviction for a drug or alcohol violation occurring in the workplace no later than five (5) calendar days after such conviction. In turn, the Town, within ten (10) calendar days of learning of such conviction must give written notification to any federal agency from which the Town receives grant funds.
- D. Town employees who hold a commercial driver's license and operate a commercial vehicle are subject to federal Department of Transportation drug and alcohol testing regulations (please refer to separate Town policy).

Article 5. Possession and Use of Alcohol, Marijuana, Illegal Drugs or Misuse of Prescribed Drugs

Section 3. Discipline

Nothing in this article precludes the Town from imposing discipline, up to and including termination, on an employee for alcohol or drug abuse including the misuse of prescribed drugs or marijuana, that impairs the employee's ability to do his/her job when the Department Head or Town Manager determines that such discipline is warranted.

Article 6. Smoke-Free Workplace Policy for the Town of Bridgton

Section 1. Background and Purpose

- A. The Town of Bridgton is dedicated to providing a healthy, comfortable and productive work environment for our employees, clients, customers and visitors.
- B. It is the Town's policy to provide a smoke-free environment for employees, clients and visitors. This policy covers the smoking or vaping of any tobacco product and the use of smokeless or spitting tobacco and applies to employees, clients, customers and visitors as follows:
 - 1. There will be no smoking, vaping or use of tobacco products within the Town's facilities and equipment at any time.
 - 2. Town facilities, beaches and parks are smoke free zones.

Article 6. Smoke-Free Workplace Policy for the Town of Bridgton

Section 2. Procedure

- A. Employees will be informed of this policy through signs posted in the facility, the policy manual, and orientation and training provided by their supervisors.
- B. Visitors will be informed of the policy through signs, and when necessary, Town employees will explain the policy.
- C. The Town will assist employees who wish to quit using tobacco by facilitating access to recommended tobacco cessation programs and materials.
- D. Any violation of this policy will be handled through the Town's disciplinary procedure.

Article 7. Recruitment, Testing and Hiring

Section 1. Appointments

The employment of all personnel shall be the responsibility of the Town Manager in accordance with 30-A MRS § 2636 as follows: The Town Manager shall appoint, subject to confirmation of the Board of Selectmen, supervise and control the heads of departments under the control of the Selectmen when the department is not headed by the Town Manager; shall appoint, supervise and control all employees of the Town of Bridgton whom the municipal officers are required by statute to appoint except members of boards, commissions, committees and single assessors; and appoint, supervise and control all other officials, subordinates and assistants.

The following are approved Department Head positions:

Code Enforcement Officer
Community Development Director
Deputy Town Manager
Finance Officer Director
Fire Chief
Police Chief
Public Services Director / Water Reclamation Superintendent Director
Recreation Director
Town Clerk
Health Officer

Article 7. Recruitment, Testing and Hiring
Section 2. Eligibility

It is the policy of the Board of Selectmen that all positions in the Town government be filled with fully qualified persons who have been examined on the basis of job-related criteria. Eligibility for employment shall be based on such an examination. Individuals will be recruited from a geographic area as wide as necessary to assure obtaining well qualified persons for employment.

Article 7. Recruitment, Testing and Hiring
Section 3. Employee Selection

Screening and interviewing applicants will take place as authorized by the Town Manager, utilizing the expertise of Department Heads to the fullest extent possible. Final appointments will be made by the Town Manager except in the case of Department Heads.

Article 7. Recruitment, Testing and Hiring
Section 4. Blood and Legal Relationships

The Town has safeguards regarding the employment of persons related to one another, as follows:

- A. An officer or employee of the Town may not appoint, employ, promote, advance, or advocate for appointment, employment, promotion, or advancement, his/her relatives to any position over which such officer or employee exercises direct or indirect financial, administrative, supervisory or personnel control or authority. Exceptions may be granted due to extenuating circumstances at the Town Manager's discretion.
- B. An individual may not be appointed, employed, promoted, or advanced in or to a position in any department if such action has been advocated by a Town officer or employee who is a relative of such individual, and who exercises any control or authority whatsoever over such department.
- C. For purposes of the above provisions, a relative is defined as grandfather, grandmother, father, mother, son, daughter, grandson, granddaughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister or domestic partner/significant other.

- D. The Town Manager will provide specific instructions concerning employees affected by this provision in a manner to safeguard the promotional opportunities of the individual, as well as the objectivity of the process.

Article 7. Recruitment, Testing and Hiring
Section 5. Application for Employment

Applications for employment shall be made on a standard application form or by submission of a résumé and completion of other such forms as may be required.

Article 7. Recruitment, Testing and Hiring
Section 6. Application and Testing

Candidates for positions shall be examined on the basis of job-related criteria. Such examinations may include such things as: application and résumé review, completion of written or skills test, evaluation of education and job experience, personal interview, medical examination, and background investigation. A medical examination, if required, will be post-offer and paid for by the Town.

Article 7. Recruitment, Testing and Hiring
Section 7. Probationary Period

All persons appointed, promoted, or transferred to positions in the Town government shall serve a probationary period of six (6) months.

Article 7. Recruitment, Testing and Hiring
Section 8. Seniority

Seniority shall be interpreted to mean the length of continuous service from the last day of hire of a full-time employee. This date shall also represent an employee's initial anniversary date.

Article 7. Recruitment, Testing and Hiring
Section 9. Standard of Conduct

Employees of the Town of Bridgton are to regard themselves as public employees and as such they are to be governed by the highest ideals of honor and integrity in all their public relationships in order that they will merit the respect and confidence of the general public.

In addition to observing general standards and/or regulations of conduct from employees of any organization, public employees are expected to treat everyone they serve with complete impartiality and are thus prohibited from using their official positions for personal profit or the profit of friends and family. Any violation is subject to disciplinary action including dismissal.

Article 8. Types of Employment
Section 1. Exempt/Non-Exempt

An Exempt Employee is an employee who is not eligible for overtime compensation. Actual hours worked are based on business needs and may regularly exceed forty (40) hours in a work week. However, insurance and benefits are based on a standard 40-hour work week.

A Non-Exempt Employee is an employee who is eligible for overtime compensation.

Article 8. Types of Employment

Section 2. Full-time Employment

Full-time employees are those employees scheduled to work forty (40) hours per work week on a continuing or indefinite basis. Full-time employees shall receive all benefits and rights provided herein.

Article 8. Types of Employment

Section 3. Part-time Employment

Part-time employees are those employees scheduled to work less than forty (40) hours per work week, but on a continuing or indefinite basis. Unless otherwise noted, part-time employees are not eligible to receive benefits.

Article 8. Types of Employment

Section 4. Seasonal Employment

Seasonal employees are those employees scheduled to work for a specific season (may work standard work week or less) and with the expectation of being laid off at the end of the season for which appointed. A seasonal appointment is for a period of less than six (6) months. Unless otherwise noted, seasonal employees are not eligible to receive benefits.

Article 8. Types of Employment

Section 5. Student Appointments

These appointments are on an internship basis and afford students majoring in fields valuable to public service an opportunity to gain work experience. Such appointments are for a definite period of time, typically less than six (6) months. Compensation and other conditions for employment are determined in accordance with the internship program of the sending school and applicable portions of these Rules and Regulations. Unless otherwise noted, students are not eligible to receive benefits.

Article 8. Types of Employment

Section 6. On-Call Employment

An appointment to render a specific type of service to the Town (such as firefighting or snowplowing) on an irregular basis and only in response to a specific call to service from the Town. Periods of service normally involve only a few hours. Unless otherwise noted, on-call employees are not eligible to receive benefits.

Article 8. Types of Employment

Section 7. Temporary Employment

These appointments are made for definite but limited periods of time and are made when a special project requires the addition of employees for a specific time, or to fill a position of an employee on leave of absence or a long-term. These appointments may also include persons hired under an existing federal manpower program and employment agencies. In such cases, the range of benefits made available to the employee will be assessed in accordance with applicable federal or state regulations and these Rules and Regulations.

Article 8. Types of Employment

Section 8. Contractual Appointments

An appointment that specifically acquires, orders, or purchases, by agreement or contract, from an individual, contractor or entrepreneur, a specific service that is limited in quantity or length of time. The terms of the employment arrangement shall be embodied in the contract.

Article 9. Lay-off Recall/Resignation

Section 1. Lay-off

An employee may be laid-off by competent authority for lack of work, lack of funds, or other legitimate reasons. All employees shall be furnished a statement in writing setting forth the reasons for the lay-off.

Article 9. Lay-off Recall/Resignation

Section 2. Lay-off Procedure

Full-time employees will, in so far as possible, be laid-off in order of seniority within the department with "bumping" rights provided the employee is qualified to perform the duties of the job to which he/she is to be transferred.

Article 9. Lay-off Recall/Resignation

Section 3. Lay-off Notice

Full-time employees shall be given a two (2) week notice before the effective date of any lay-off. Employees who are not full-time (see Article 8) and full-time employees who have not completed the probationary period may be laid-off at any time without recourse to the grievance procedure as set forth in these Rules and Regulations.

Article 9. Lay-off Recall/Resignation Section

4. Lay-off Benefits Eligibility

While on lay-off status, a full-time employee may be eligible to continue group health, hospital and major medical insurance coverage by reimbursing the Town, in advance, for premium costs.

Article 9. Lay-off Recall/Resignation

Section 5. Re-Employment

Persons who are laid-off in good standing shall, provided that their qualifications are equal to the qualifications of other applicants, be given preference for re-employment. In the case of substantially equal qualifications among former employees seeking re-employment, preference shall be given to the person who had the greatest seniority within the hiring department at the time of lay-off. For purposes of this Article, seniority rights shall be retained for six (6) months after the date of lay-off.

Article 9. Lay-off Recall/Resignation

Section 6. Resignation

Any employee wishing to leave Town employment in good standing shall provide the Department Head with a written notice of intent to terminate employment and the reasons for leaving a minimum

of ten (10) working days prior to the effective date. Upon separation, the Town shall pay all wages owed, as well as earned vacation pay (Article 26.1.C) due to the employee, if any, on the next regular pay day, and accrued sick leave, if any, pursuant to Article 28.5.

Failure to provide such notice may be grounds for denying future re-employment by the Town. Good standing means that the employee's separation is for a reason other than discipline, performance, or failure to meet job responsibilities. The "good standing" principle is not applicable in regard to the death of the employee.

The effective date of separation shall be at the close of business on the last day the employee reports for duty. All separating employees shall turn in any Town-owned property in their possession, including keys, prior to the end of their last working day. Separating employees shall also leave a forwarding address with their Department Head or with the Finance Officer for the purposes of forwarding Internal Revenue Service forms and any remaining checks for unpaid compensation.

If the employee agrees, the Town Manager or designee shall conduct a confidential exit interview.

Article 10. Position Description and Compensation

Section 1. Policy

The Town Manager shall maintain a list of positions in the Town's service by Job Description. The Town Manager shall revise and/or update each Job Description as needed. Whenever appropriate, the Job Description shall include in it any specific educational, training or physical requirements that may apply. Regardless of their Job Description, all employees are expected to perform job assignments as directed by their supervisors, provided they are capable of doing so.

Article 10. Position Description and Compensation

Section 2. Compensation

The Town Manager shall determine an entry level wage/salary for each Job Description which shall be revised from time to time. Thereafter, the annual compensation for each position will be determined by:

- A. annual performance evaluations.
- B. longevity as defined in this Article.
- C. the pay for comparable work; and
- D. any overall budget restrictions that may be imposed by the Board of Selectmen in connection with the preparation of the Annual Town Budget.

Article 10. Position Description and Compensation

Section 3. Longevity

In order to encourage the retention of the Town's employees a longevity program is implemented as follows:

Upon the completion of five (5) consecutive years of service \$37.50 per week

Upon the completion of ten (10) consecutive years of service - \$47.50 per week

Upon the completion of fifteen (15) consecutive years of service - \$57.50 per week

Upon the completion of twenty (20) consecutive years of service - \$67.50 per week

Article 10. Position Description and Compensation

Section 4. Long-standing Part-time Employees

In recognition of a long-standing part-time position, after five (5) continuous years of service to the Town, the Board of Selectmen may authorize the prorating of longevity payments based on the employee's workweek in proportion to a 40-hour workweek as outlined in the longevity payment steps.

Article 10. Position Description and Compensation

Section 5. New Employees

New employees shall normally be paid the entry level wage/salary for the position for which they have been hired. Exceptions may be made by the Town Manager for employees with extraordinary experience, skills or educational qualifications.

Article 10. Position Description and Compensation

Section 6. Promotions/Transfers

The compensation for employees who are promoted or transferred shall be established by the Town Manager and shall be consistent with the established compensation for the position and with budgetary requirements.

A full-time employee who is transferred or promoted and does not meet or otherwise comply with the work standards of the new position shall be transferred to the previous position held, if possible, or to another position to which he or she is deemed to qualify, if one is available. Reasonable efforts shall be made to schedule such transfers so as to protect the employee's job security.

Article 11. Hours of Work and Standard Work Week

Section 1. Policy

A standard work week shall be the week commencing at 12:00 a.m. on Thursday and expiring at 11:59 p.m. on Wednesday. Standard hours of work shall normally consist of five (5) working days of eight (8) hours each (except in the case of flexible scheduling) for a total of forty (40) hours per week.

Article 11. Hours of Work and Standard Work Week
Section 2. Scheduling

The Town Manager and the Department Heads shall establish schedules of working hours.

Article 11. Hours of Work and Standard Work Week
Section 3. Posting

All departments and divisions or sections thereof shall post the regular hours of work for the respective groups in a conspicuous place.

Article 12. Overtime
Section 1. Policy

When circumstances warrant it, overtime work may be required. All employees who are not exempt from the overtime provisions of the Federal Fair Labor Standards Act (hereafter, FLSA) shall be compensated for overtime work by being paid at one and one-half (1-1/2) times their regular rate of pay for each hour worked in excess of forty (40) hours per workweek. This policy does not prevent the use of Section 7K exemptions allowed for police and firefighters if it is appropriate to use them. The Town Manager may adjust work schedules to minimize the need to pay overtime as permitted by the FLSA. All overtime work must be authorized by an appropriate supervisor or by the Town Manager in advance.

Article 13. Compensatory Time
Section 1. Policy

- A. The granting of compensatory time to employees who are not exempt from the overtime provisions of the FLSA in lieu of paying them overtime as outlined in Article 8.1 shall be discouraged. In those instances when compensatory time is granted to employees in lieu of overtime payment, it shall be granted at one and one half (1-1/2) hours for each hour worked in excess of forty (40) hours in a workweek, it shall be granted only with the employee's agreement, and it shall be granted under the conditions and to the maximums allowed by the FLSA. Employees who are exempt from the overtime provisions of the Act are ineligible to receive overtime pay, however, those employees may be granted compensatory time off at the discretion of the Town Manager or in accordance with policy decisions made by the Board of Selectmen.
- B. Employees who accrue compensatory time shall not accrue more than eighty (80) hours at any time. No more than eighty (80) hours shall be carried forward into the next fiscal year. An employee will be paid for compensatory time accrued in excess of eighty (80) hours in the next pay period. It is the responsibility of the Department Heads to monitor their employee's accrual of compensatory time and encourage its use rather than incur any payouts when such time is accrued.

Article 14. Emergency Call Back

Section 1. Policy

All full-time hourly employees of the Town of Bridgton shall be paid a minimum of two (2) hours for emergency callbacks. Employees who actually perform more than two hours of work in emergency callback situations shall be paid one and one-half (1-1/2) times the employee's regular hourly rate unless and until the emergency callback runs in to the employee's regularly scheduled hours, during which times the employee will receive their regular rate of pay.

Article 15. Attendance

Section 1. Policy

Employees shall be at their respective places of work in accordance with the general or departmental regulations pertaining to the hours of work. It is the responsibility of the employee to see that the immediate supervisor is advised of the reason for any absence not previously approved at least one (1) hour prior to the beginning of the unexpected absence.

Article 15. Attendance

Section 2. Records

Each Department Head shall be responsible for maintaining daily attendance and work records and shall furnish weekly reports to the Finance Office. Upon approval by the supervisor of an employee's request for time off, a copy shall be provided to the Finance Office immediately. Each employee must then indicate the time/dates of their leave on the electronic staff calendar. The type of leave shall be reported on the weekly payroll sheet under the appropriate categories

Exempt employees shall complete a Request for Time-Off form which shall be signed by the Town Manager or Deputy Town Manager if the Town Manager is not available and submitted to the Finance Office. If a Department Head uses approved leave time during any pay period, they shall submit a Salaried Employee-Weekly Reporting Sheet (or an approved form in use by the Finance Office), indicating the type of leave taken during the payroll period. They must also fill in the same on the electronic staff calendar.

Article 15. Attendance

Section 3. Payroll Reporting Sheet

Weekly or as otherwise approved, each person shall be responsible for completing and signing their payroll report sheet on the form approved and in use by the Finance Office. The Department Head shall be responsible for reviewing and signing the employee's payroll report sheet prior to submittal to the Finance Office. Each employee must accurately indicate on the payroll report sheet their start and end time, lunch break, regular time, any overtime if they are approved for such, and any leaves taken for the payroll period covered, including but not limited to sick leave, vacation leave, compensatory time, holiday pay, and time away without pay as approved by the Town Manager.

Where an employee is unexpectedly out on the day that payroll report sheets must be turned into the Finance Office, their supervisor may complete a tentative sheet to be used to report the various information for the payroll to be processed. However, the employee must go to the Finance Office upon their return and formally sign the payroll report sheet(s) submitted on their behalf.

Article 16. Promotions and Transfers

Section 1. Present Employees

The Board of Selectmen desires that Town employees be afforded a maximum opportunity for advancement in the Town's service. Accordingly, current employees are encouraged to apply for and shall be given careful consideration in the filling of vacancies. However, it is recognized that, the Town may require the vacancy to be filled by an outside individual. Such a decision shall be made only after careful review of the qualifications of all applicants who apply for the position.

Article 17. Employee Performance Evaluation

Section 1. Policy

Employee performance evaluations shall be in writing utilizing a standard form. Completed performance evaluations shall be made part of the employee's personnel file. In all cases, completed evaluations will be discussed with the employee by the immediate supervisor and, if deemed necessary, by the Town Manager.

Article 17. Employee Performance Evaluation

Section 2. Frequency of Evaluation

Employee performance evaluations will be conducted at the following minimum intervals:

- A. Probationary employees shall be evaluated by the end of the first three months of employment. The Department Heads shall, at this time, report the employee's progress to the Town Manager and recommend whether the employee's employment should continue.

Immediately prior to conclusion of the sixth month probationary period, the Department Head shall again evaluate the employee's progress and a written recommendation shall be submitted to the Town Manager on whether the employee should be retained.

- B. Commencing with the employee's anniversary date of employment, performance evaluations shall be conducted at least annually.

Article 18. Grievance Procedure

Section 1. Definition

A grievance is a dispute between the employee and the employer concerning the interpretation or application of the terms of these Rules and Regulations or departmental rules. In the case of a disciplinary action, the grievance procedure applies only to the extent that such action is based on an interpretation or application of these Rules and Regulations.

Article 18. Grievance Procedure

Section 2. Procedure

- A. Employees should attempt to address grievances informally with their supervisor before initiating the formal grievance process. Both supervisors and employees are expected to make every effort to resolve problems as they arise.

- B. Any full-time employee who deems himself or herself aggrieved shall, within five (5) calendar days from the time the acts or omissions giving rise to the grievance were or should have been discovered, whichever occurred first, bring such grievance to the attention of his/her Department Head. The Department Head shall render a decision within five (5) calendar days.
- C. If the employee is not satisfied with the decision of the Department Head, the employee may, within five (5) calendar days from receiving such decision, bring the matter to the attention of the Town Manager, who shall render a written decision within seven (7) calendar days.
- D. Should the employee be dissatisfied with the Town Manager's decision, the employee may make an appropriate appeal to the Personnel Appeals Board of the Town should such a Board be established by Ordinance.
- E. The above time limits may be extended by mutual agreement.

Article 19. Employee Training

Section 1. Policy

The Town of Bridgton is committed to the maintenance of a well-trained and efficient staff. The Town shall attempt to make opportunities for professional development available to its employees within the framework of its organizational needs and priorities. Employees, as a condition of employment, shall attend and participate in such training programs and courses as may be directed by the Department Head or Town Manager and for which the Town assumes the cost.

Article 20. Outside/Non-Town Employment

Section 1. Policy

No full-time employee shall, during non-duty hours, engage in any employment activity or enterprise which is incompatible or in conflict with his/her duties with the Town or which hinders the employee in the impartial or efficient performance of his/her duties.

Article 21. Reimbursement of Expenses

Section 1. Policy

Employees shall be reimbursed for actual expenses incurred in the use of their own vehicles for Town business. Whenever possible and practicable, the Town Manager shall approve such use in advance.

The Town of Bridgton shall reimburse an employee who uses their personal vehicle for Town business based upon the then prevailing Internal Revenue Service vehicle reimbursement rate. The employee shall present a documented request monthly for such reimbursement unless other arrangements have been made with the Town Manager.

Employees who are asked to use their personal vehicles to perform work for the Town must at all times carry their own automobile insurance.

Article 21. Reimbursement of Expenses

Section 2. Reporting

Request for reimbursement for expenses shall be submitted on a standard expense form submitted to the Finance Office. Such request shall be signed by the Department Head for subordinate personnel. All request forms shall be reviewed and signed by the Town Manager prior to payment. Receipts for lodging, meals, registrations, toll cards (and gasoline if appropriate), shall accompany the expense request form.

Article 22. Political Activities

Section 1. Policy

While working full-time for the Town, employees shall refrain from seeking election to any office in the Town government. Town employees shall not circulate petitions or campaign literature for elective Town officials, or in any way be concerned with soliciting or receiving subscriptions, contributions, or political advertisements from or for any person for any political election pertaining to the government of the Town at any time. This rule is not to be construed to prevent the Town employees from becoming or continuing to be, members of any political organization; from attending political organizational meetings; from directly or indirectly participating in any elections and supporting or seeking any non-Town office by such Town employee or other nominee or official thereof, during non-working hours; from expressing their views on political matters; or from voting with complete freedom in any election.

Article 23. Disciplinary Action

Section 1. Policy

The Town Manager shall have authority to take disciplinary action, which may include such remedies as verbal or written reprimands, suspension without pay, demotion or dismissal. Such authority may be delegated by the Town Manager, except that supervisor below the Department Head level do not have the authority to suspend, demote or dismiss any employee.

Article 23. Disciplinary Action

Section 2. Consultation

Whenever a Department Head is confronted by a situation for which suspension without pay, demotion, or dismissal is being considered, the Department Head shall delay the decision until the Department Head has consulted with the Town Manager.

Article 23. Disciplinary Action

Section 3. Just Cause and Notification

All disciplinary action involving suspension without pay, demotion or dismissal shall be for just cause, and notice of such action against an employee must be in writing and shall occur no later than effective date of the action. Such notice shall specify the penalty and contain a statement of the reason(s) for taking such action. No suspension without pay, demotion or dismissal shall take place

without there first being a meeting between the employee and the person proposing to take the action to discuss the proposed action.

Article 24. Leaves of Absence

Section 1. Leave without Pay

A full-time employee may be granted a leave of absence without pay by the Town Manager for a period deemed necessary for the purpose of the leave. The employee must use all accrued vacation and holiday entitlement before commencing his/her unpaid leave of absence. Employees granted an unpaid leave are expected to return to work upon expiration of a granted leave or to have arranged for an extension of the leave prior to its expiration.

No employee shall receive a salary or Town paid fringe benefits while on an unpaid leave of absence. Employment and leave of absence shall terminate if the employee accepts other employment. When computing length of service for any reason, time spent on an unpaid leave of absence will not be computed. In effect, this changes the anniversary date of the employee for salary increases and other benefits.

Article 24. Leaves of Absence

Section 2. Reserve Service Leave

Full-time employees who are members of the organized military reserves and who are required to perform field duties will be granted the necessary time off for such duties. For any such period of reserve service leave, not to exceed seventeen (17) days, the Town will pay the employee the employee's regular compensation.

Article 24. Leaves of Absence

Section 3. Bereavement Leave

In the event of the death of a spouse, domestic partner, child, stepchild, parent or stepparent of an employee, the employee shall be granted up to five (5) days leave of absence, with pay, to make household adjustments and/or to attend funeral services. In the event of the death of grandparents, grandchildren, in-laws, siblings, or relatives living in the same household as the employee, the employee shall be granted up to three (3) days leave of absence, with pay, to make household adjustments and/or to attend funeral services. If requested by the employee, more time off may be granted by the Town Manager, with or without pay, depending on the circumstances.

Article 24. Leaves of Absence

Section 4. Unauthorized Absence

Unauthorized absences from work for a period of three (3) days or more without permission of the Department Head shall be considered by the Town as being voluntary resignation by the employee. Unauthorized absences from work for a period of three (3) days or more by a Department Head without permission of the Town Manager shall be considered by the Town as being voluntary resignation by the employee.

Article 25. Holidays

Section 1. Policy

All full-time employees, including those in the probationary period, who have been employed by the Town for at least thirty (30) days, shall be entitled to paid holidays as follows:

- A. New Year's Day
- B. Martin Luther King Jr. Day
- C. Presidents' Day
- D. Patriot's Day
- E. Memorial Day
- F. Juneteenth
- G. Independence Day
- H. Labor Day
- I. Indigenous Peoples Day
- J. Veterans Day
- K. Thanksgiving Day
- L. *The Day After Thanksgiving
- M. Christmas Day
- N. One-half (1/2) day before Christmas Day (except if Christmas Day falls on a Saturday or Sunday- see Article 25, Section 2)

*The day after Thanksgiving is a paid holiday for non-union/non-contractual employees only.

Article 25. Holidays

Section 2. Special Cases

When a holiday falls on a Sunday, the following Monday shall be deemed a holiday. When a holiday falls on a Saturday, the previous Friday shall be deemed a holiday. Should a holiday fall within an employee's preapproved vacation period, it shall not be counted as part of annual vacation allowance. An employee whose normal day off falls on a holiday will be given another day off in lieu of the holiday. An employee working a holiday shall be given an alternate day off.

Article 25. Holidays

Section 3. Eligibility

In order to be eligible for holiday pay, an employee is required to work the last regularly scheduled workday before the holiday, and the first regularly scheduled workday immediately following the holiday. An employee is exempt from this requirement if the employee has been granted leave as provided for in Articles 24.2 and 24.3 or by special permission granted by the Town Manager.

Article 26. Vacations
Section 1. Policy

Full-time employees shall accrue vacation based on the following schedule:

After one full year of employment..... Ten (10) days of vacation
Years 5 – 9Fifteen (15) days of vacation
Years 10 – 19.....Twenty (20) days of vacation
20+ YearsTwenty-Five (25) days of vacation

A person successfully completing the probationary period may take up to two (2) days of vacation prior to their first anniversary date of employment which shall be part of the two (2) weeks of vacation accrued after one (1) year of continuous service.

- A. Vacations shall be granted at such time or times as shall be mutually agreeable to the employees and the Department Heads, except a vacation shall not disrupt departmental operations. Due consideration shall be given to an employee's seniority in regard to scheduling vacations.
- B. Employees will receive any unused, accrued vacation upon termination of employment.
- C. Employees shall be permitted to carry-forward a maximum of two (2) weeks' unused vacation. Vacation in excess of two (2) weeks will be forfeited if unused by the employee in the year it accrued. In extenuating circumstances beyond the control of the employee, the Town Manager may grant an extension of time to allow the employee an opportunity to use accrued vacation time.

Article 27. Personal Days
Section 1: Eligibility

Employees beginning their ~~fifth (5)~~ **third (3)** year of continuous service shall receive three (3) personal days per year. Personal days must be used in the year received and shall not be carried forward into the next year. The use of Personal Days requires 24 hours notice on a form prescribed by the Finance Office to and approval by the Department Head or, for Department Heads, the Town Manager.

Article 28. Sick Leave
Section 1. Eligibility and Accrual

Sick leave for full-time employees shall accrue at a rate of one (1) day for each calendar month of service accumulative to a maximum of one hundred twenty (120) working days (960 hours). For the purpose of this section the first month of the employee's services shall be counted as a full month of service if the employment begins on or before the fifteenth day of the month.

Article 28. Sick Leave

Section 2. Sick Leave Usage

Sick leave may be used only in the following cases: personal illness or physical incapacity of such a degree as to render the employee unable to perform the duties of his/her position or for purposes of providing care for members of the employee's immediate family (defined as members connected by blood or law). If the employee is capable of performing other available work, then Section 3 Transitional Duties may be utilized at the discretion of the Town Manager. If requested, the employee shall furnish to the Department Head a certificate from the employee's medical provider.

Additionally, sick leave may be used by the employee for the purpose of attending doctor's appointments including appointment for those in the employee's immediate family as defined in the prior paragraph.

Article 28. Sick Leave

Section 3. Transitional Duties

Transitional duty programs are an important component of effective return to work programs and are designed to help an employee who has suffered injury or illness transition back into the workforce as quickly and safely as possible. If it has been determined by a medical provider, by written certificate, that personal illness or physical incapacity renders the employee unable to perform their regular duties, whenever possible the Town of Bridgton will provide and support transitional work which may include work in various other departments. Efforts to return the employee to full work capacity will be made a top priority in the best interest of both the employee and the Town. The employee must provide a written certificate from a medical provider before they can return to their original duties.

Article 28. Sick Leave

Section 4. Sick Leave Accounting

Absences for a fraction of a part of a day that are chargeable to sick leave in accordance with this section shall be charged proportionately in an amount not smaller than a half hour (30 minutes). Sick leave usage shall be recorded regularly on the payroll. The Town Manager shall review all sick leave records periodically and shall investigate any cases which indicate abuse of the privilege.

Article 28. Sick Leave

Section 5. Sick Leave Conversion Benefits

A full-time employee who terminates his/her employment with the Town is eligible to receive thirty percent (30%) of the value of their accrued sick days up to a maximum of thirty-six (36) days (288 hours), at the employee's present rate of pay, provided the employee has completed at least ten (10) continuous years of employment.

A full-time employee who terminates his/her employment with the Town is eligible to receive fifty percent (50%) of the value of their accrued sick days up to a maximum of sixty (60) days (480 hours), at the employee's present rate of pay, provided the employee has completed at least twenty (20) continuous years of employment.

A full-time employee hired after July 1, 2019, who terminates his/her employment with the Town is eligible to receive thirty percent (30%) of the value of the total up to a maximum of thirty (30)

days (240 hours), to date accrued sick days, at the employee's present rate of pay and provided the employee has completed at least ten (10) continuous years of employment.

A full-time employee hired after July 1, 2019, who terminates his/her employment with the Town is eligible to receive fifty percent (50%) of the value of the total up to a maximum of fifty-five (55) days (440 hours), to date accrued sick days, at the employee's present rate of pay and provided the employee has completed at least twenty (20) continuous years of employment.

Article 28. Sick Leave

Section 6. Abuse of Sick Leave

Willful abuse of sick leave privileges shall be cause for dismissal.

Article 28. Sick Leave

Section 7. Sick Leave and Worker's Compensation

Employees are eligible for Worker's Compensation for a service-connected injury and may elect to take earned sick leave in addition to Worker's Compensation to the extent that it provides no more than full regular pay.

Article 28. Sick Leave

Section 8. Physical Examinations

When there is sufficient cause to warrant doing so, the Town Manager may require an employee to undergo a physical examination in order to determine the employee's fitness to continue on the job. The physical examination shall be conducted by a physician designated by the Town Manager and the expense thereof shall be borne by the Town. The designated physician shall report the results of the physical examination directly to the Town Manager and the employee. An employee is free to obtain a judgment as to her/his fitness to continue work from his/her own physician at his/her own expense and to submit same to the Town Manager.

Article 28. Sick Leave

Section 9. Family Medical Leave

- A. Family Medical Leave (FMLA) shall be granted to eligible employees pursuant to current state or federal laws and regulations.
- B. Any employee who is eligible for and who receives FMLA shall continue to receive the Town's paid portion of the health insurance premium.
- C. An employee who is eligible for and who receives FMLA shall be required to use available paid leave prior to utilizing unpaid leave. Any paid leave time used shall count towards the employee's FMLA leave entitlement.

Article 29. Jury Duty

Section 1. Policy

An employee summoned to jury duty will be excused from his/her work for the required period necessary to perform jury duty. If the jury is excused prematurely from duty during the time of

service, the employee is expected to report for work as usual. While on jury duty, an employee shall receive his/her full regular pay.

Article 30. Employee Benefit Programs

Section 1. Retirement Plan

The Town will contribute six percent (6%) of the employee's gross wages (including overtime payments) to an IRA account maintained by the employee. Employees hired after July 1, 2020, will not have the option of a self-directed IRA. Employees will have the opportunity to contribute to the VALIC deferred compensation program. This practice will continue until such time as a different plan may be adopted.

Article 30. Employee Benefit Programs

Section 2. Social Security

In addition to retirement benefits outlined in Article 30.1 the Town of Bridgton participates jointly with employees in social security payments. Benefits provided include a retirement feature, survivors benefit payments if death occurs before retirement, disability insurance and Medicare coverage.

Article 30. Employee Benefit Programs

Section 3. Health Insurance

All employees hired for full-time employment after July 26, 1994, shall be responsible for paying fifty percent (50%) of the cost of any health insurance coverage beyond that of a single subscriber should such coverage be desired by the employee. The Town will provide no benefits except those required by law to any category of employee except full-time. This will apply to first time hires and employees who leave employment and return at a later date.

The Town, by policy, provides a health insurance plan currently through the Maine Municipal Employees Health Trust (MMEHT). The Town has the option to select other plans or provider(s).

Employees who elect to receive health insurance through the Town will pay an insurance co-pay of \$5.00 per week per person covered by the health plan not to exceed \$10.00 per week. (i.e.: Employee only \$5.00; Employee & Spouse \$10.00; Employee & Children \$10.00; Employee, Spouse & Children \$10.00). These deductions shall be made for forty-eight (48) payroll periods per year.

Effective July 27, 2021, employees have the option of enrolling a domestic partner as defined in the Definition Section of this Policy. An Affidavit of Domestic Partnership, in a form prescribed by the Maine Municipal Health Trust (MMEHT), shall be submitted to the MMEHT.

Any employee who has comparable group health insurance coverage from any other source outside of the plan that the Town is providing to its employees, MMEHT, may elect to drop their participation in the Town's health insurance plan. Proof of comparable coverage must be provided to the Town. The employee will be required to sign a form electing not to enroll on an annual basis.

Employees electing to drop coverage from the Maine Municipal Employees Health Trust Plan will be paid to do so in the following manner:

A. Fifty percent (50%) of the single level of the current health insurance plan will be paid through the Town's payroll system over the fifty-two (52) weeks.

Employees hired after July 26, 1994, may only get the buyout by dropping health insurance coverage in its entirety.

Under certain circumstances, coverage for children may be extended until the age of twenty-six (26). A summary of benefits explaining Plan features will be provided at the time of orientation.

Regularly scheduled part-time employees may purchase health insurance at the Town's cost in accordance with Maine Municipal Health Trust rules and regulations.

Article 30. Employee Benefit Programs

Section 4. Health Reimbursement Arrangement

An employee is eligible to participate in the Town's Health Reimbursement Arrangement (HRA) if they are enrolled in the Town's health insurance plan. Eligible employees must comply with the plan's documentation and reimbursement limits in effect. Employees not participating in the Town's health insurance plan are not eligible for the HRA benefit.

Article 30. Employee Benefit Programs

Section 5. Dental Insurance

Town participation in the cost of Group Dental Insurance under the Maine Municipal Association Dental Plan will be one hundred percent (100%) of the employee's premium. Spouse and/or dependent coverage under the Plan will be at the employee's expense.

Article 30. Employee Benefit Programs

Section 6. Worker's Compensation

Employees are eligible for benefits under the Worker's Compensation Act for a personal injury or compensable illness arising out of and in the course of employment (see also Article 28.7).

Article 31. Cell Phone

Section 1. Purpose

The Town of Bridgton issues cell phones to certain employees for the purpose of carrying out various governmental functions and services for our citizens. This Policy shall guide the use of Town cell phones by employees

Article 31. Cell Phone

Section 2. Issuance and Responsibility

Upon the recommendation by the Department Head to the Town Manager, the Town may authorize the issuance of a cell phone to an employee to assist in their delivery of services to the public. The cell phone shall remain the property of the Town of Bridgton and is to be used for the conduct of Town business purposes. The employee is responsible for the care and proper use of the cell phone assuring that it is not exposed to situations that could damage the cell phone or impair its functionality. Normal wear and use of the cell phone may cause damage that the Town shall repair upon notice to the employee's supervisor.

Town-issued cell phones may not be used by the employee for any private business, private revenue generation or private recreational purposes or for any illegal purposes. Inappropriate use is also prohibited, including but not limited to using a Town-issued cell phone for calls that are charged on a per minute basis for adult based activities, gambling and the like. Upon becoming aware of such unacceptable use(s), the Town may choose to recall the issued cell phone and issue appropriate disciplinary actions including termination of the employee if the conditions warrant.

Article 31. Cell Phone

Section 3. Personal Use

The Town recognizes that, from time to time, the employee may make a personal call using the Town-issued cell phone. Every effort should be made to limit such usage and excessive usage that results in additional fees will be the responsibility of the employee.

Article 32. Electronic Equipment, Communication and Use

Section 1. Purpose

The Town of Bridgton, in an age of growing technology and electronic communication, is implementing a policy to clearly define employee expectations and responsibilities.

Article 32. Electronic Equipment, Communication and Use

Section 2. Obligations, Responsibilities and Use

- A. Town employees may not use the System (defined below) to send, receive, create or store electronic communications upon the System, in a manner that is illegal, disruptive to others, or that interferes with the Town's business activities.
- B. All Town employees are prohibited from using any part of the System to harass others, or to download, obtain, display, store, receive, duplicate, copy to any memory media or to transmit:
 - 1. Any information that is sexually explicit, obscene, or of a sexual nature, that contain libelous or defamatory material, or that would not be permitted on any bulletin located on Town property.
 - 2. Any ethnic, racial or religious slurs, or anything that is, or may be construed as, disparagement of others based on race, color, national origin, ancestry, gender, sexual orientation, age, disability, religious or political beliefs, or any other basis prohibited by law; or:
 - 3. Any communications that are derogatory of fellow employees (except as may be required as part of the Town's business activities). The System may also not be used to solicit anyone for any commercial, religious, charitable, or political causes, or for outside organizations. Except as otherwise provided below, the System may not be used for any purpose that is not related to Town business.
- C. Electronic equipment may be authorized to be taken off site by the assigned employee allowing them to complete their position responsibilities. In such instances, the use of this equipment is restricted to the Town employee only, and the equipment must be returned to the Town when the specific issue requiring offsite work is satisfied.

- D. Electronic equipment is made available to employees allowing them to complete their position responsibilities. They are held accountable for the care and use of their electronic equipment and must control access to it. The use of the equipment by non-authorized personnel and citizens is generally prohibited. Any exceptions shall be approved first by the Town Manager.
- E. Proper uses of email, voicemail, software and internet is the responsibility of the employee. Town-issued e-mail addresses shall be used to transmit and receive messages internally and externally on matters of business connected to the Town. The occasional employee use of e-mail with permissible content for personal matters is not prohibited but is discouraged. Voicemail is used to leave messages for employees regarding matters of a business nature. Voicemail boxes will occasionally be emptied to free up System space.

Recreation software is usually part of the full package of software the manufacturer may include at the time the computer is constructed. Such software is considered non-essential to the work of the employee and the Town and therefore the employee assigned any electronic equipment is solely responsible for assuring such software programs are not downloaded, accessed or used, nor is it permissible to allow any other employee or citizen the use of such electronic equipment and devices at any time for this or similar purposes.

Article 33. Social Media

Section 1. Purpose

The Town of Bridgton recognizes that social media can be a valuable way to communicate with members of the community and relay important information. Social media includes websites such as Facebook, Twitter, Instagram, LinkedIn, blogs, and/or any other website where one posts or communicates information in a public or quasi-public Internet forum. The purpose of this Policy is to establish guidelines and rules for employees regarding uses of or presence on social media sites that have a connection to their work for the Town of Bridgton.

The Town of Bridgton has its own social media presence and only certain, designated employees will be asked to create and/or maintain the Town's social media profiles. An employee may act on behalf of the Town in the social media context only with express authorization from the Town Manager or designee. Any and all content created for or on the Town's social media accounts and systems, and the accounts themselves, are property of the Town of Bridgton. The Town of Bridgton has ultimate discretion over the content posed on its social media accounts and may remove or alter content at any time.

Article 33. Social Media

Section 2. Personal Use

The Town of Bridgton understands that employees are free to create and maintain personal social media profiles during non-work hours and on non-work equipment. Personal use of social media during the workday is discouraged, and to the extent that an employee uses social media sites during the workday, such use must not interfere with the performance of the employee's job duties. In addition, certain web sites that are reasonably regarded as extreme or offensive (or by way of example, sites featuring hate groups or hate speech; sites containing sexual content including but

not limited to pornography; or sites that promote or advocate violence) should never be accessed using the Town of Bridgton systems.

Even when employees are engaging in off duty use of social media sites, their actions, words and/or conduct may reflect upon themselves and the Town in a way that impacts their employment. When and if an employee makes any Town related comment on their personal social media, the employee must make it explicit and clear that the comment is made in their personal capacity and not as a representative of or on behalf of the Town

The Town understands that occasional personal use of Town computers, networks and other IT resources and communication systems while at work may be necessary so long as it does not involve unprofessional or inappropriate content and does not interfere with employment responsibilities or productivity. Occasional personal use must be exercised in a manner consistent with all other provisions of this Policy.

Article 33. Social Media

Section 3. Prohibited Actions/Uses

Employees must refrain from making discriminatory, harassing, threatening, violent, abusive or obscene statements or comments in a way that impacts their employment. When and if an employee makes any Town related comment on their personal social media, the employee must make it explicit and clear that the comment is made in their personal capacity and not as a representative of or on behalf of the Town.

Employees must refrain from making any discriminatory, harassing, threatening, violent, abusive or obscene statements or comments related in any way to their employment, or publicizing any confidential information which they may have access to due to employment with the Town.

Violation of this section may lead to discipline, up to and including immediate termination of employment.

The prohibited use of social media in no way restricts, and should not be construed to restrict or inhibit, employees' right to engage in protected concerted activity, such as discussing wages, hours, or other working conditions, through social media, or as a restriction on an employee's right to free protected free speech, including political speech, as permitted by law.

You are personally responsible for what you communicate in social media. Remember: the Internet does not forget. If you are uncertain or concerned about the work-related effect of any statement or post, refrain from making the communication until you discuss it with your supervisor or Department Head.

Article 34. Safety

Section 1. Policy

All accidents involving injury to personnel, no matter how minor, during the work schedule, must be reported immediately to the Department Head and a Town's Incident Report form must be completed and submitted to the Finance Office.

- A. All employees suffering an accident will report such accident as soon as possible to their immediate supervisor, who shall make a determination as to whether a doctor's examination shall be required; if so, such examination shall be at the Town's expense.
- B. Time lost because of accidents incurred while on duty will not be deducted for any reasons when computing the length of service.

Article 35. Employee Organizations

Section 1. Employee Organizations

The policies and procedures relating to relationships with employee organizations will be governed by applicable State laws.

Article 36. Personnel Records

Section 1. Policy

Appropriate records will be maintained on each employee of the Town. Any employee may review his/her file in the presence of the Department Head or designee by prior arrangement during normal office hours, Monday through Friday.

Article 37. Suggestions

Section 1. Policy

The Board of Selectmen welcomes constructive suggestions from employees which might help to improve service to the citizens of Bridgton and enhance relationships between the Town and its employees. Such suggestions should be submitted to the Town Manager for review and for submission to the Board of Selectmen. The Board of Selectmen may reward employees with additional compensation for constructive suggestions that have resulted in direct cost savings to the Town.

Article 38. Definitions

Section 1. Terms

Chief Administrative Officer - The Town Manager.

Department Heads - An employee who has been delegated the jurisdiction over one or more primary service functions of Town Government. Department Heads include:

- Code Enforcement Officer
- Community Development Director/~~Planner~~
- Deputy Town Manager

Finance Officer ~~Director~~
Fire Chief
Police Chief
Public Services Director / Water Reclamation Director
Recreation Director
Town Clerk
Health Officer

Domestic Partner - The partner of an employee who:

- A. Is a mentally competent adult as is the employee;
- B. Has been legally domiciled with the employee for at least twelve (12) months.
- C. Is not legally married to or legally separated from another individual.
- D. Is the sole partner of the employee and expects to remain so;
- E. Is not a sibling of the employee; and
- F. Is jointly responsible with the employee for each other's common welfare as evidenced by joint living arrangements, joint financial arrangements or joint ownership of real or personal property (MRS 26 §843 (7)).

Electronic Communication - means all electronic communications, data, software, files, and other information created, modified, located upon, received or transmitted by, or stored upon, any part of the System, including, but not limited to e-mail, voicemail, and Internet usage and wireless electronic devices that access the System.

Electronic Equipment - means any hardware or devices that are designed to communicate with or without connecting wires, utilize technology that allow the devices to interact with each other and may include but are not limited to computers, cell phones, smart phones, GPS and GIS equipment and all other such devices that are purchased by tax dollars and assigned to employees of the Town to allow them to complete their position tasks and responsibilities. In those cases where an employee is authorized to use their own electronic equipment by the Town Manager, the same requirements and conditions shall apply.

Employee - Any person appointed to a position by the Town Manager and/or the Board of Selectmen, except those that are engaged in contract work through separate agreements with the Town.

Employment, Types of - See Article 8.

Immediate Family - grandfather, grandmother, father, mother, son, daughter, grandson, granddaughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister or domestic partner.

Job Description - A formal written description providing information about and specific requirements for positions in the Town government service.

Lay-Off - Involuntary non-disciplinary separation of an employee from a position.

Position - Any office or employment whether occupied or vacant, full-time or part-time, consisting of duties and responsibilities assigned to one individual by competent authority.

Probationary Periods - The working test of a trial period of employment, beginning with the date of employee's first appointment to an employment position as defined in Article 8.

Promotion - Assignment of an employee from one position to another which has higher rate of pay.

Supervisor - An employee who has been designated to oversee a particular function within a department and one who acts on behalf of the Department Head.

System - means all telephones, computers, facsimile machines, voicemail, e-mail, and other electronic communication, copying or data storage systems or equipment leased, owned or in the possession of the Town, including, but not limited to, any computer, computer system, or any storage device or medium that the Town provides to an employee or that is physically or electronically connected to any other part of the System. All parts of the System are owned by the Town and/or are provided solely for use in the Town's business activities. All Electronic Communications are the Town's property. The Town has the right and the ability to monitor and review all Electronic Communications at any time without notice to its employees or any other party and for any purpose whatsoever.

Transfer - Assignment of an employee from one position to another.

Article 39. Severability/Conflicting Actions

Section 1. Provisions

- A. If any provision of the Personnel Rules and Regulations is held to be invalid by appropriate judicial or other authority, such invalidity does not affect other provisions or applications of the Personnel Rules and Regulations, which can be given effect without the invalid provision or application, and for this purpose, the provisions of these personnel policies are severable. If any provision of these personnel policies is held invalid by reason of any conflict with Federal or State law, the applicable law shall automatically become incorporated within the Personnel Rules and Regulations in place of the invalid provisions.
- B. Conflicting Actions: All actions and statements by the Board of Selectmen or other authority in conflict with the Personnel Rules and Regulations are hereby repealed.

Article 40. Effective Date

The revised Rules and Regulations contained herein are effective June 14th, 2022.

Approved this day, 14th of June 2022 by the Bridgton Board of Selectmen.

Carmen E. Lone - Chairman

Witness

Glenn R. Zaidman – Vice-Chairman

Robert J. McHatton, Sr. – Selectman

Paul A. Tworog - Selectman

G. Frederick Packard - Selectman

ADDENDUM #1
EARNED PAID LEAVE 26 MRS §637

Section 1: Application

These rules apply to employers that employ more than 10 employees in the usual and regular course of business for more than 120 days in any calendar year, with certain exceptions. Covered employers shall permit each employee to accrue earned paid leave based on the employee's base rate of pay. The effective date is January 1, 2021.

Section 2: Definitions

As sort forth in 26 MRS §637, the following terms have the following meanings.

- A. "120 days" means calendar days (not business days).
- B. "Base rate of pay." The base rate of pay is identical to the regular rate of pay. The base rate will be calculated by reference to the week immediately prior to the leave taken.
- C. "Bureau" means the Bureau of Labor Standards.
- D. "Calendar year" means January 1 through December 31 of any year.
- E. "Covered Employee." A covered employee is a person engaged in employment as defined in the Employment Security Act, 26 MRS 1043(11) for an employer as defined as 26 MRS 1043(9), except as otherwise set forth herein or in the Act Authorizing Earned Employee Leave. A covered employee may include a person who is employed full-time, part-time or per diem.
- F. "Covered Employer." A covered employer is an employer as defined in 26 MRS 1043(9) who employs more than 10 covered employees in the usual and regular course of business for more than 120 days in a calendar year.
- G. "Emergency" and "sudden necessity," which terms may be used interchangeably herein, mean a situation in the need for leave is not reasonably foreseeable.
- H. "Employer" has the same meaning as in 26 MRS § 1043(9).
- I. "Employment" has the same meaning as in 26 MRS § 1043(11) but does not include employment in a seasonal industry as defined in 26 MRS § 1251.
- J. "Employment on a seasonal industry" means employment in an industry determined by the Unemployment Insurance Commission to be seasonal pursuant to 26 MRS § 1251 and employment for an employer who has submitted the required report to the Bureau of Unemployment Compensation setting forth the seasonal period for the applicable year.
- K. "Hours Worked." For purposes of 26 MRS § 637(3), for covered employees defined as exempt by federal regulations (29 CFR §541), in the absence of any other record, the presumption is that hours worked by such employees are 40 hours per week.
- L. "One-year period" means any period of 365 (366 in a leap year) consecutive days.
- M. "Start of Employment" means the first day the employee performed work for the Town.
- N. "Year of employment" means a period of 365 (366 in a leap year) consecutive days beginning with the employee's *start of employment*, or any subsequent period of 365 (366 in a leap year) consecutive days beginning on one of the following:
 - a. The anniversary date of the employee's start of employment; or
 - b. Such date as the employer may assign, provided that no loss of earned paid leave results for any employee not using the date identified in a. above.

Section: 3: Accrual

- A. An employee is entitled to earn one hour of earned paid leave for every 40 hours worked, up to 40 hours in one year of employment as defined in Section 2.L herein.
- B. Accrual of earned paid leave begins at the start of employment or anniversary date for current employees, but the Town does not permit use of the leave before the employee has been employed by the Town for 120 calendar days during a one-year period.
- C. No more than forty hours of earned paid leave will be available for use by a Covered Employee during any one-year period as established by Section 2.L. herein.
- D. Covered Employees with accrued and unused hours of earned paid leave from the previous year of employment will have those hours available for use by the employee in the current year of employment, up to a maximum of 40 hours. Hours will only continue to accrue up to forty hours in the current year of employment.
- E. Employees will receive any unused, accrued earned paid leave up to 40 hours upon termination of employment.

Section 4: Greater Benefits and Exception

- A. Nothing in this chapter may be construed to affect the Town's obligation to comply with any collective bargaining agreement or employee benefit plan that provides greater earned paid rights to employees than the rights provided by 26 MRS § 637.
- B. 26 MRS § 637 does not apply to an employee covered by a collective bargaining agreement during the period between January 1, 2021, and the expiration of the agreement.

Section 5: Notice and Use of Leave

- A. Reasonable Notice. Absent an emergency, illness, or other sudden necessity for taking earned paid leave, earned paid leave shall be granted at such time or times as shall be mutually agreeable to the employee and the Department Head, except use shall not disrupt departmental operations.
- B. Requests for use of the leave shall be made in writing to the employee's Department Head for approval. Due consideration shall be given to an employee's seniority in regard to scheduling earned paid leave.
- C. In the case of an emergency, illness or other sudden necessity rendering a prior written request impractical, employee shall notify the Department Head by telephone, email, or text of the use of earned paid leave as soon as possible prior to use.
- D. All uses of Earned Paid Leave shall be noted on the employee's weekly timesheet.
- E. Employees may use earned paid leave in increments of no less than one hour.

Recreation Trail Easement
On Land of Lakes Environmental Association,
Town of Bridgton, Cumberland County, Maine

Lakes Environmental Association, a Maine nonprofit corporation with a mailing address of 230 Main Street, Bridgton, ME 04009 (hereinafter referred to as the "Grantor" which word is intended to include jointly and severally, unless the context clearly indicates otherwise, the above-named Grantor, its successors and assigns),

GRANTS, with Quitclaim Covenant, as a gift, to **The Town of Bridgton**, a Maine Municipal Corporation existing under the laws of the State of Maine, with a mailing address of 3 Chase St., Suite 1, Bridgton, ME 04009, (hereinafter referred to as the "HOLDER," which word shall, unless the context clearly indicates otherwise, include the Holder's successors and assigns),

in perpetuity, a **RECREATION TRAIL EASEMENT** (the "Recreational Easement") on a portion of real property situated in the Town of Bridgton, Cumberland County, Maine across the parcel(s) granted to Grantor by deed from JPM Group, dated August 4th, 2014 and recorded at the Cumberland County Registry of Deeds at Book 31685, Page 8 (the "Property").

1. RECREATION PURPOSE

This Recreational Easement is made exclusively for the following recreational purpose (hereinafter the "Recreation Purpose"): To provide non-motorized recreational opportunities for the residents of and visitors to the Town of Bridgton and Pondicherry Park, including access to one or more trails on abutting property owned by Holder and any other abutting or nearby property that may have such trails now or in the future.

2. TRAIL CORRIDOR

This Recreational Easement establishes a trail corridor (hereinafter referred to as the "Trail Corridor,"), being an irregular shaped corridor as described below and as depicted on Exhibit A, attached hereto and made a part hereof by reference. The corridor begins at a 3/4" iron pipe placed approximately at southern boundary of the Property approximately 77 feet from the south eastern pin of the Holder's property. From there it runs at an approximate azimuth of 339 degrees for approximately 70 feet to another 3/4" iron pipe. Then at an approximate azimuth of 69 degrees for approximately 95 feet to a 3/4" iron pipe placed at the eastern boundary of the Property. Then northerly along the eastern boundary of the Property for approximately 90 feet to a 3/4" iron pipe placed on the eastern boundary of the Property. Then at an approximate azimuth of 248 degrees for 135 feet to 3/4" iron pipe. Then at an approximate azimuth of 161 degrees for 150 feet to an unmarked point at the southern boundary of the Property. Then easterly along the southern boundary of the Property for approximately 20 feet back to the original starting point. All azimuths are magnetic as of April 15, 2022.

3. *HOLDER'S RIGHTS*

A. Holder, is hereby granted the right to enter the Trail Corridor at any reasonable time and in any reasonable manner that is consistent with the purposes hereof, including the right to enter over any rights-of-way pertaining to the Trail Corridor, to exercise its rights under this Recreational Easement.

B. Holder is granted the right to establish, and maintain unpaved trails on the Trail Corridor. Holder is further granted the right to construct, install, and maintain without limitation low-impact outdoor recreational improvements on the Trail Corridor such as: steps; railings; bog bridging; paved or unpaved ramps; bollards; rip rap; benches; barriers to discourage use by motorized vehicles (except for motorized wheelchairs or other similar non-recreational vehicles); cairns; small unlighted signs; and minor erosion control structures. Holder's construction and maintenance rights may be delegated or assigned to another entity.

C. Holder is granted the right to selectively cut, prune, and remove trees, leaners and blowdowns on the Trail Corridor for safety and trail work purposes

D. Holder may assign this Recreational Easement, but only upon prior written consent of Grantor and only to an entity that, as a condition of transfer, agrees to uphold the Recreational Purpose of this grant and satisfies the requirements of Section 1581(1) of Title 33 of the Maine Revised Statutes Annotated, as amended (or successor provisions thereof).

E. In the event of any uncertainty or disagreement over the boundaries of the Trail Corridor as depicted on Exhibit A, Holder may commission and pay for a survey in order to determine said boundaries.

F. Holder is hereby granted the right to enforce this Recreational Easement by proceedings at law and in equity, including the right to require the restoration of the Trail Corridor to a condition in compliance herewith. If a Court (or other decision maker chosen by mutual consent of the parties) determines that this Recreational Easement has been breached by a party hereto or his/her/its assigns, agents, employees, contractors, invitees, licensees, permittees, tenants, guests, or lessees, the breaching party will reimburse the non-breaching party for any reasonable costs of enforcement, including court costs, reasonable attorney's fees, and any other payments ordered by such Court or decision-maker. Grantor is not responsible for injury to or change in the Trail Corridor originating from outside of the Trail Corridor or Grantors abutting reserved land, or from natural causes, such as, but not limited to, fire, flood, storm, earth movement, natural evolution of plant and animal communities, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Trail Corridor resulting from such causes.

4. *PUBLIC USE*

Holder has the right to permit, and the Grantor agrees to refrain from taking any action to prohibit or discourage or to exact a fee for, non-motorized recreational use by the general public on

the Trail Corridor, including, without limitation, walking, nature observation, bicycling, snowshoeing, and cross-country skiing.

This grant prohibits motorized vehicles of any nature on the Trail Corridor except: (a) in connection with trail work by Holder or its authorized representatives, (b) in emergency circumstances, and (c) by motorized wheelchairs or other similar non-recreational vehicles.

Holder has the right to require that public use is conducted in a manner that does not unreasonably disturb plants, wildlife, or other lawful users of the Trail Corridor. Upon prior written notice to Grantor, Holder has the right to temporarily limit, restrict, or prohibit public use of all or any part of the Trail Corridor and to close and reroute trails to assure safety or for maintenance purposes; provided, however, this right does not grant Holder any rights to use other land of Grantor's outside of the Trail Corridor. Nothing herein should be construed to prohibit Grantor from using the Trail Corridor in common with public recreational users, as a member of the general public, and in accordance with the rules and regulations for general public use, provided that such use shall not unreasonably interfere with the public uses contemplated hereunder.

5. GENERAL PROVISIONS

A. This Recreational Easement may be extinguished or terminated only by written agreement of the Holder and Grantor.

B. This Recreational Easement may be amended only by written agreement of the Holder and Grantor, provided that Holder determines in its sole and exclusive judgment that the amendment furthers or is not inconsistent with the Recreation Purpose of this Easement, as stated hereinabove. In particular, Holder and Grantor may amend the easement to relocate all or any portions of the Trail Corridor provided that such new location reasonably provides connections with the trails on Holder's abutting parcel.

C. This Recreational Easement is created pursuant to the Maine Trail Easement Act at Title 33, M.R.S.A. Sections 1581 through 1585, as amended. This Recreational Easement is not intended to be construed as a conservation easement pursuant to Title 33 M.R.S.A. Section 476 *et seq.*

D. The interpretation and performance of this Recreational Easement shall be governed by the laws of the State of Maine. Any general rule of construction to the contrary notwithstanding, this Recreational Easement shall be liberally construed in favor of the grant to effect the Recreational Purposes of this Easement. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Recreational Purpose of this Recreational Easement shall govern.

E. Holder is responsible for obtaining all necessary permits for trail construction and maintenance.

IN WITNESS WHEREOF, Lakes Environmental Association, has caused these presents to be signed and sealed by _____, its Executive Director -, this _____ day of _____, 2022.

Signed Sealed and Delivered
In the Presence of

Lakes Environmental Association

Witness

By: _____
Its: Executive Director

STATE OF MAINE
COUNTY OF CUMBERLAND

Date: _____

Personally appeared before me the above-named _____, Executive Director of Lakes Environmental Association, and acknowledged the foregoing to be his/her free act and deed in his/her said capacity and the free act and deed of said Lakes Environmental Association.

Before me,

Notary Public/Attorney

Please type or print name of notary
My commission expires:

HOLDER ACCEPTANCE.

The above and foregoing Recreation Trail Easement was authorized to be accepted by the Town of Bridgton, Holder as aforesaid, and the said Holder does hereby accept the foregoing Recreation Trail Easement, by and through _____, its Town Manager, hereunto duly authorized, this _____ day of _____, 2022.

Town of Bridgton

_____, Its Town Manager

STATE OF MAINE
COUNTY OF CUMBERLAND

_____, 2022

Personally appeared _____, Town Manager and authorized representative of the above-named Holder, Town of Bridgton., and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity, and the free act and deed of said corporation.

Before me,

Notary Public

(Please type or print name of notary)
My commission expires:

*Recreation Trail Easement
On Land of Lakes Environmental Association,
Town of Bridgton, Cumberland County, Maine*

EXHIBIT A

A Sketch Plan of the Trail Corridor

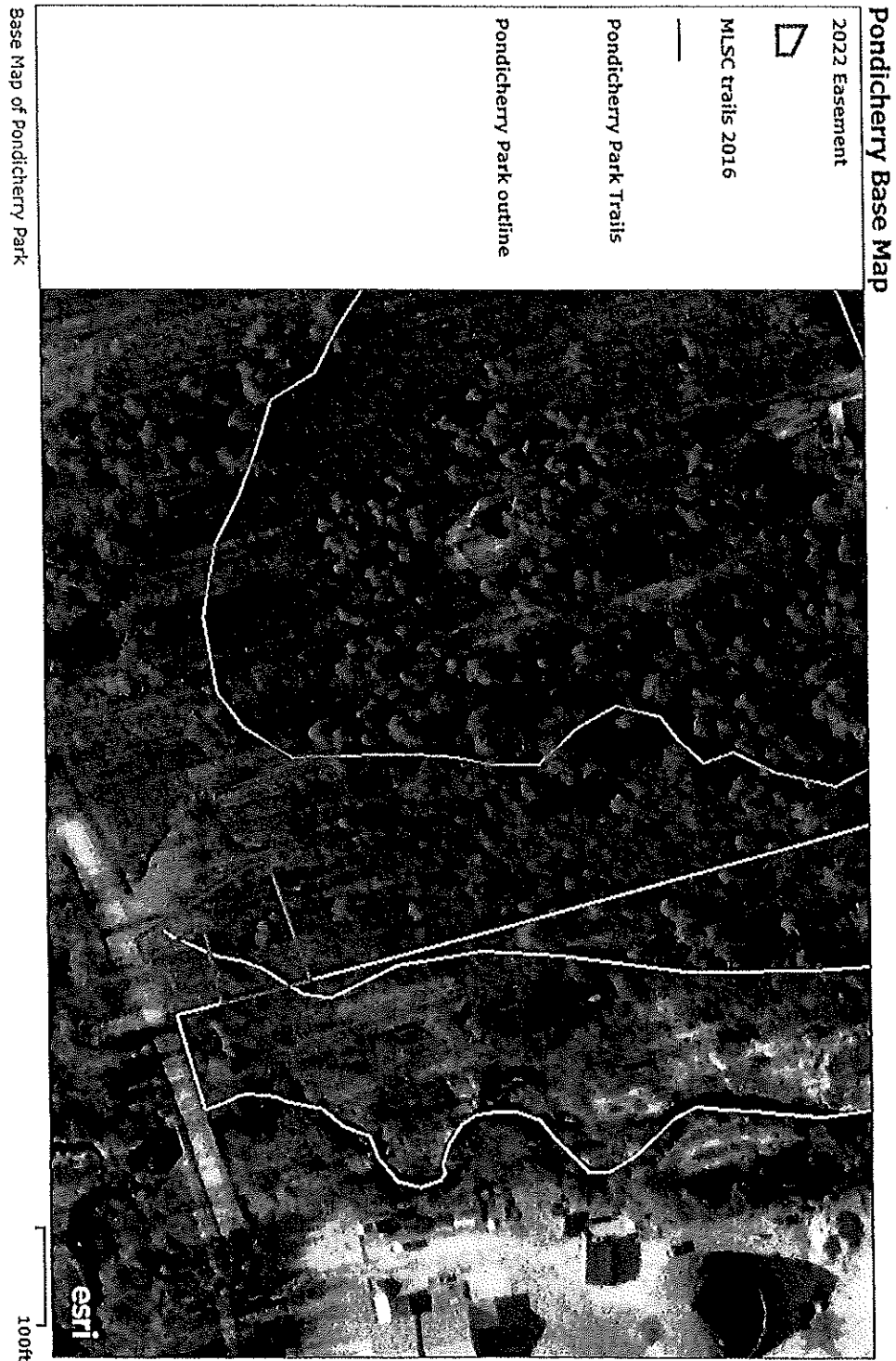


Exhibit A: A sketch plan of the trail corridor

Pondicherry Base Map

2022 Easement



MLSC trails 2016



Pondicherry Park Trails



Pondicherry Park outline



Notes: Easement corners marked with $\frac{3}{4}$ " iron pipe with one exception: there is no pipe at southwest corner (in MLSC driveway). Pondicherry Park trail data depicted as of 2020. Not a professional survey and not to be relied on for boundary information.



100ft

Base Map of Pondicherry Park

1. Organization Name: St Joseph's Men + Women's Club

Organization Number: NPO 3019 Federal Tax ID # (EIN): _____

Business Address: St Joseph's Church Hall 225 S. High St.

City: Bridgton State: ME Zip Code 04009

Mailing Address: 479 Fosterville Rd. Phone: Church office 207-743-2606

City: Bridgton State: ME Zip Code: 04009

2. Current Officers:

Thomas Leonard - President 479 Fosterville Rd. Bridgton ME 04009 207-468-1522 N/A

NAME & TITLE	ADDRESS	CITY/ZIP	PHONE	DATE TERM EXPIRES
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NAME & TITLE	ADDRESS	CITY/ZIP	PHONE	DATE TERM EXPIRES
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NAME & TITLE	ADDRESS	CITY/ZIP	PHONE	DATE TERM EXPIRES
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NAME & TITLE	ADDRESS	CITY/ZIP	PHONE	DATE TERM EXPIRES
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3. Location where Beano/Bingo is to be conducted:

St Joseph Church 225 S. High St Bridgton ME 04009

BUILDING	ADDRESS	CITY/ZIP
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4. Person responsible for conduct of Beano/Bingo:

Thomas Leonard 207-468-1522

NAME	DAYTIME PHONE & EVENING PHONE
------	-------------------------------

E-Mail Address: leonard2051@gmail.com

5. Circle the day(s) of the week you will be conducting Beano/Bingo:

Mon

Tue

Wed

Thu

Fri

Sat

Sun

6. What time do the doors open? 5:30 PM What time does the game start? 6:30 PM

7. Dates – Please specify the dates of the Bingo Occasion(s). If more space is needed, please attach a separate sheet of paper with this information on it.

7-7-22

8-4-22

7-14-22

8-11-22

7-21-22

8-18-22

7-28-22

8-25-22

8. Does the organization own all the equipment used in operating Beano/Bingo? Yes ☒ No ☐

If "NO", Attach a sheet of paper to this application explaining the circumstances under which the equipment was acquired. Please write your organization name and number on the sheet.

9. Has any current officer of the organization or association ever been convicted of or have any charges currently pending for violating the gambling or lottery laws of the United States or the State of Maine?

Yes ☐ No ☒

If "YES" attach a sheet of paper to this application providing the person's name, address, and date and place of conviction or date and location of pending charge. Please write your organization name and number on the sheet.

10. Does the organization have any delinquent / outstanding Disposition of Funds Reports? Yes ☐ No ☒

If "YES" include all reports with this application. If the reports are not included, this application is considered incomplete.

11. Fair Association Only: Attach a list of the names and home addresses of the persons operating or assisting in the registered activity. Please write your organization name and number on the list.

12. The following consent must be completed by the municipal officers of the city or town where the Beano/Bingo will take place unless a separate "Letter of Approval" is attached to this application.

☐ Check here if you have attached a "Letter of Approval." Letters that have an expiration date of greater than five years from the issue date will not be accepted by this office

Municipal Consent to Register

The undersigned municipal officers of the City/Town of _____ hereby certify that we consent to the registration by _____ to operate Beano/Bingo in accordance with the provisions of 17 M.R.S.A. Chapter 13-A and in accordance with the Rules promulgated by the State of Maine, Department of Public Safety, Gambling Control Unit governing the operation of Beano/Bingo.

Name: _____

Date: _____ Title: _____

Name: _____

Date: _____ Title: _____

Name: _____

Date: _____ Title: _____

Name: _____

Date: _____ Title: _____

13. The applicant agrees to obey Federal, State of Maine laws, and rules governing Beano/Bingo promulgated by the Department of Public Safety, Gambling Control Unit. The applicant warrants the truth of the foregoing statements on penalty of perjury.

Signed: Thomas Leonard

Print Name: Thomas Leonard Title: President.

Date: 5-25-22 Age 18 or older: Yes ☒ No ☐

TOWN OF BRIDGTON

MEMO

TO: Board of Selectmen
FROM: Laurie L. Chadbourne, Town Clerk
RE: Dog Days of Bridgton
DATE: June 9, 2022

June 14th Select Board Meeting

Nate Sunday has applied for use of the Depot Street Parking Lot near the Bridgton Community Center for a Dog Days of Bridgton Event on August 20, 2022 (application attached).

The application was approved as submitted with notation (if applicable):

- ☒ **Code Enforcement Department – food trucks must obtain a permit through the CEO**
- ☒ Fire Department
- ☒ Police Department
- ☒ Public Services Department
- ☒ **Town Clerk's Department – food trucks must obtain a Victualer's License**
- ☒ Town Manager's Department

Bridgton Community Center, Downeast and The Magic Lantern all support the event (see attached email communication).

TOWN OF BRIDGTON, MAINE

3 Chase Street, Suite 1, Bridgton, ME 04009

Application/Agreement to Use Bridgton Park and/or Property

Please fill out and return

INFORMATION ABOUT APPLICANT & LOCAL CONTACT PERSON

Applicant's Name: Tasteful Things Tel # 207-577-0782 e-mail oils@tastefulthingsme.com
Applicant's Mailing Address: 8 Depot Street, Bridgton, ME 04009
Local Contact Name: Carole Sunday Tel # 207-577-0783 e-mail msunday@maine.rr.com
Local Contact Mailing Address: PO Box 492, Casco, ME 04015
Other Contact Information: Nate Sunday / 207-577-0782

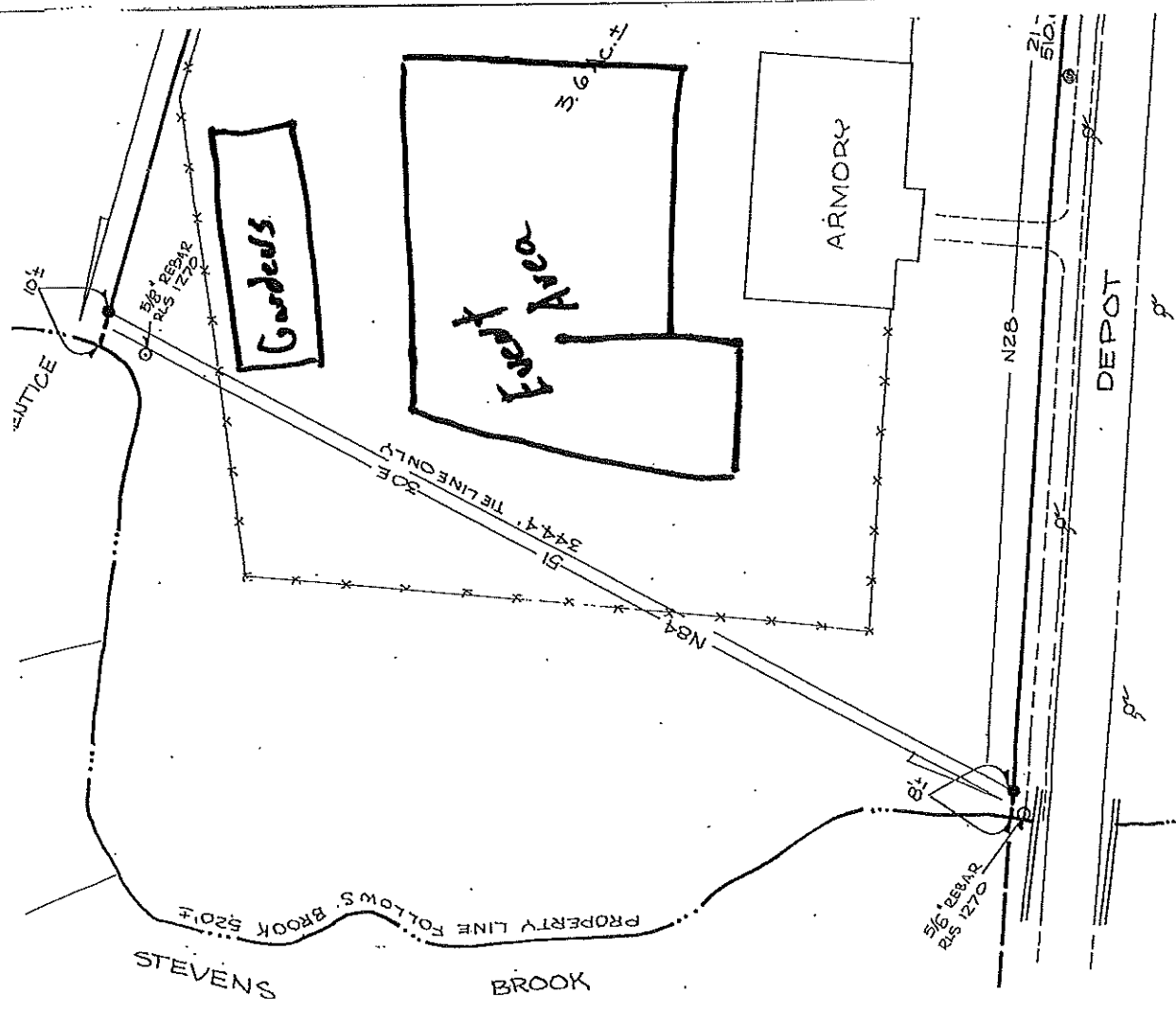
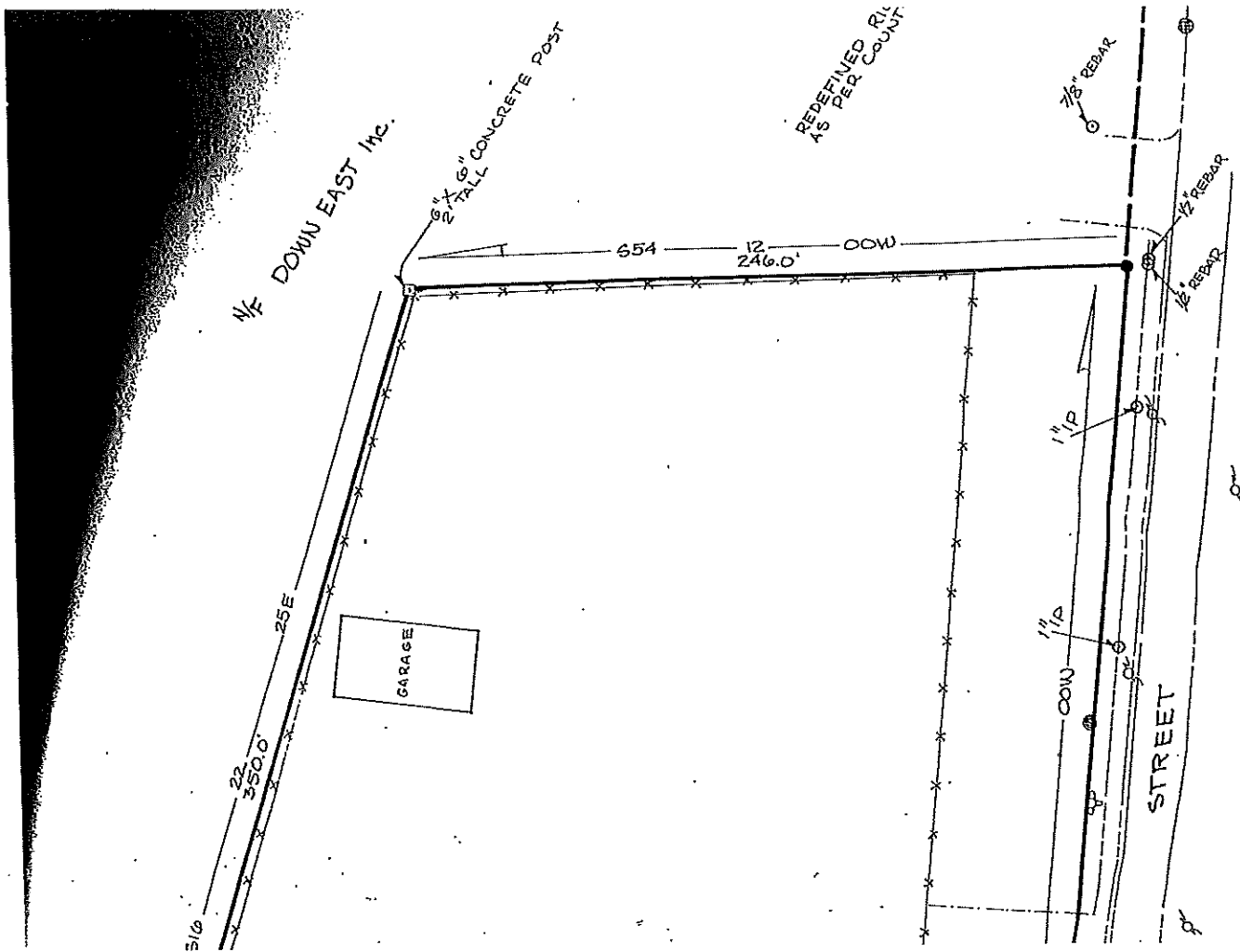
INFORMATION ABOUT PROPOSED EVENT

Place of Event: Bridgton CC - outside Date of Event: August 20, 2022 Hours of Event: 1 - 4 p.m.
Type of Event: Dog Days of Bridgton Number of Participants: around 250
Structures (tents, chairs, etc.) tables, canopies, chairs
Food and Beverages to be served: TBD - WORKING TO BRING IN 1-2 FOOD TRUCKS
Entertainment: SEARCH/RESCUE DEMONSTRATION
Signage Posters
Provisions for Cleanup/Litter: Applicant/sponsor will clean up/dumpster/trash can provided by Bridgton CC

Provisions for Parking: parking lot

ADDITIONAL INFORMATION REQUIRED

Certificate of Liability Insurance: attached
Insurance Agent/Company Oberg Insurance
Additional Information to Applicant _____



Laurie Chadbourne

From: Carmen Lone <carmen.bcc@ne.twcbc.com>
Sent: Thursday, May 26, 2022 10:17 AM
To: Laurie Chadbourne
Cc: Robert "Bob" Peabody, Jr.
Subject: RE: Community Center

Thank you for asking. This is a recurring annual event. Nate has already made arrangements with the BCC. Yes, we are ok with the plan.

Thanks,
Carmen

From: Laurie Chadbourne <lchadbourne@bridgtonmaine.org>
Sent: Thursday, May 26, 2022 9:24 AM
To: Carmen Lone <carmen.bcc@ne.twcbc.com>
Cc: Robert "Bob" Peabody, Jr. <rpeabody@bridgtonmaine.org>
Subject: Community Center
Importance: High

Hi Carmen,

Nate Sunday from Tasteful Things has submitted an application for use of town owned property on August 20, 2022 from 1PM-4PM for a Dog Days Event with about 250 people expected to attend. The request is to use the Depot Street Parking Lot (see diagram below):

Laurie Chadbourne

From: frank howell <frank@downeastinnovation.com>
Sent: Thursday, May 26, 2022 12:35 PM
To: Laurie Chadbourne
Subject: RE: Down East

That is not an issue for us on that date.

Thank you for checking!

Regards,

f.

Frank Howell

207.647.5443 /
207.557.2526 (cell)

Down East Innovation, llc

Down East, Inc.

Here Be Dragons, llc

SnapDragon, llc

-sent from my cell-

----- Original message -----

From: Laurie Chadbourne <lchadbourne@bridgtonmaine.org>
Date: 5/26/22 9:23 AM (GMT-05:00)
To: frank@downeastinnovation.com, web@downeastinc.com
Cc: "Robert "Bob" Peabody, Jr." <rpeabody@bridgtonmaine.org>
Subject: Down East

Hi Frank,

Nate Sunday from Tasteful Things has submitted an application for use of town owned property on August 20, 2022 from 1PM-4PM for a Dog Days Event with about 250 people expected to attend. The request is to use the Depot Street Parking Lot (see diagram below):

Laurie Chadbourne

From: Susan Jennings <susan.jennings@maine.edu>
Sent: Thursday, May 26, 2022 3:47 PM
To: Laurie Chadbourne
Subject: Re: Magic Lantern

Hi Laurie,
We are fine with the event. It is a fun and very cute event.
Some of our staff went last year.
Susan

Susan Jennings
Executive Director, Maine 4-H Foundation
UMaine Cooperative Extension Professor
York Complex # 1
Orono, Maine 04469
Tel: 207-615-7300

On Thu, May 26, 2022 at 9:25 AM Laurie Chadbourne <lchadbourne@bridgtonmaine.org> wrote:

Hi Susan,

Nate Sunday from Tasteful Things has submitted an application for use of town owned property on August 20, 2022 from 1PM-4PM for a Dog Days Event with about 250 people expected to attend. The request is to use the Depot Street Parking Lot (see diagram below):

TOWN OF BRIDGTON

MEMO

TO: Board of Selectmen
FROM: Laurie L. Chadbourne, Town Clerk
RE: Business Licenses
DATE: June 9, 2022

June 14th Select Board Meeting

9b4a. Ricky's Diner

257 Main Street

Victualer's License (renewal)

☒ CEO ☒ Fire ☒ Police ☒ Town Clerk

9b4b. The Gazebo

56 Portland Road

Victualer's License (renewal)

☒ CEO ☒ Fire ☒ Police ☒ Town Clerk

9b4c. The Black Horse Tavern

26 Portland Road

Victualer's License (renewal)

☒ CEO ☒ Fire ☒ Police ☒ Town Clerk

9b5. Sweet Dirt

1 Beaver Creek Farm Road

Marijuana Establishment License for an Adult Use Marijuana Store (new)

☒ CEO ☒ Fire ☒ Police ☒ Town Clerk

Complete applications are on file at the Town Clerk's Office and available for Select Board review.