

BRIDGTON BOARD OF SELECTMEN'S MEETING AGENDA

DATE: Tuesday, July 28, 2020

TIME: 4:30 P.M.

PLACE: Downstairs Meeting Room; Municipal Complex (10 Iredale Street)

VIRTUAL MEETING INVITATION INSTRUCTIONS

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

<https://global.gotomeeting.com/join/970580837>

You can also dial in using your phone.

United States: [+1 \(872\) 240-3212](tel:+18722403212)

Access Code: 970-580-837

1. Call to Order
2. Pledge of Allegiance
3. Executive Session at 4:30 P.M.
 - a. Per MRS Title 1 § 405.6.A.: Personnel Matters
4. Approval of Minutes
 - a. June 23, 2020
 - b. July 16, 2020
5. Public Comments on Non-Agenda Items (Each speaker *may* be limited to 3 minutes.)
6. Committee Reports
7. Correspondence, Presentations and Other Pertinent Information
 - a. Moose Pond Proposal by Denmark Town Manager
 - b. Proposed 15 Harrison Road Affordable Housing TIF District
 - c. Request from Pondicherry Park Stewardship Committee to Accept Sign Standards
8. New Business
 - a. Awards and Other Administrative Recommendations
 1. Adult and Medical Marijuana Fees
 2. Broadband Committee
 - b. Permits/Documents Requiring Board Approval
 1. Salmon Point Budget
 2. Victualer's Licenses to: Hannaford Bros. Co., LLC; Depot Street Tap House
 3. Certificate of Commitment of Sewer User Rates Commitment #239
 4. Certificate of Commitment of Sewer User Rates Commitment #240
 5. Action on the Carry Forwards
 6. Accept Anonymous Donation of \$1,200 to Recreation Department
 7. Special Town Meeting Warrant for August 25, 2020; Run-Off Election
 - c. Selectmen's Concerns
 - d. Town Manager's Report/Deputy Town Manager's Report

9. Old Business (Board of Selectmen Discussion Only)
 - a. Wastewater Status Update
 - b. Streetscape: Upper and Lower Main Street Status Update
10. Treasurer's Warrants
11. Public Comments on Non-Agenda Items *(Each speaker **may** be limited to 3 minutes.)*
12. Dates for the Next Board of Selectmen's Meetings
August 11, 2020
August 25, 2020
13. Adjourn

**Town Manager's Notes
Board of Selectmen's Meeting
July 28, 2020**

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Executive Session**

***Motion:** Move to enter into Executive Session pursuant to MRS Title 1 §405.6.A: Personnel Matters.*
4. **Approval of Minutes**
 - a. June 23, 2020

***Suggested Motion:** Move to approve the June 23, 2020 Selectboard Minutes.*
 - b. July 16, 2020

***Suggested Motion:** Move to approve the July 16, 2020 Selectboard Minutes.*
7. **Correspondence, Presentations and Other Pertinent Information**
 - a. Denmark's Interim Town Manager, Bertrand Kendall, will be presenting a request to the Board to share in the cost of an engineering assessment for work needed on the Moose Pond Dam. At your March 10th Meeting, you were provided the email from the Manager, Woodard & Curran's fee estimate and preliminary condition observations with cost estimates, and a correspondence breaking down the percentage of shore frontage in Bridgton, Denmark and Sweden.

***Suggested motion:** Move to approve the expenditure of \$_____ towards the Woodard & Curran fee estimate for repairs to Moose Pond Dam to be included in the FY 20-21 Budget.*
 - b. Developers Collaborative (DC) is requesting a Special Town Meeting to be held August 11, 2020 to hold a public hearing and vote on the proposed 15 Harrison Road Affordable Housing TIF District. In your binders please see the letter from DC offering to pay costs for the Special Town Meeting, memo from the Community Development Director establishing the timeline, location map, PowerPoint presentation to the Planning Board and TIF Development Program and Financial Plan Materials.

***Suggested motion:** Move to set a Public Hearing and Special Town Meeting for August 11, 2020 at 5:00pm at the Town Hall.*
 - c. The Bridgton Library wants to do a Storybook Trail in Pondicherry Park as they have in the past. The Pondicherry Park Steering Committee has established a set of sign standards and seek Board approval of them. Your binder includes an email from Mary Jewett (Chair), minutes from July 2, 2020 Meeting and the proposed standards.

***Suggested motion:** Motion to approve the Storybook Trail Sign Standards.*
8. **New Business**
 - a. Awards and Other Administrative Recommendations
 1. The Board directed the Manager to investigate fees related to the newly approved marijuana ordinances. Erin O'Connor, Codes Admin Assistant, researched area Towns and has provided that information for Board review.

***Suggested motion:** Move to establish the following fees for marijuana businesses: Adult Use Store \$_____ ; Adult Use Cultivation Facility*

\$_____ ; Adult Use and Medical Manufacturing Facility \$_____ ;
Medical Marijuana Care Giver Retail \$_____ ; Adult Use and Medical
Use Testing Facility \$_____ ; Medical Marijuana Large Scale Caregiver
\$_____ .

2. In your binder is the proposed Charge, Mission and Authority for the Broadband Assessment Ad Hoc Committee.

Suggested motion: Move to approve Charge, Mission and Authority for the Broadband Assessment Ad Hoc Committee.

b. Permits/Documents Requiring Board Approval

1. In your binders, please find the proposed Salmon Point Campground 2020-2021 Appropriations Budget, proposed lease schedule and profit/loss summary.

Suggested Motion: Move to approve the 2020-2021 Salmon Point Campground Appropriations Budget and Lease Schedule.

2. Victualer's Licenses

- i. The following businesses are applying for a Victualer License renewal: Hannaford Supermarket and Depot Street Tap House.

- ii. ***Suggested Motion:*** Move to approve Victualer's Licenses for Hannaford Supermarket and Depot Street Tap House.

3. Pursuant to 30-A M.R.S. § 3406 (copy of statute in your packet), please refer to Certificate of Commitment of Sewer User Rates: #239 in your packet.

Suggested motion: Move to commit the February 1, 2020 to April 30, 2020 Sewer User Rate Commitment #239 comprising 3 pages totaling \$14,476.24 to the Treasurer for collection.

4. Pursuant to 30-A M.R.S. § 3406 (copy of statute in your packet), please refer to Certificate of Commitment of Sewer User Rates: #240 in your packet.

Suggested motion: Move to commit the January 1, 2020 to March 31, 2020 Sewer User Rate Commitment #240 comprising 2 pages totaling \$8,057.22 to the Treasurer for collection.

5. In your binder please find the requested Carry Forwards for Fiscal Year 2020. Please also note that some of the funds are encumbered (yellow highlight) (goods or services rendered but not yet invoiced) others are still to be spent. The numbers are subject to change after the closing of the fiscal year and the final appropriation warrant.

Suggested motion: Move to approve the 2020 Carry Forward requests as submitted.

6. A long-time summer resident who wishes to remain anonymous donated \$1,200 to the Town to be used for Summer Camp scholarships.

Suggested motion: Move to accept the donation of \$1,200 to be used for Summer Recreation Camp scholarships.

7. Due to the tie for a vacant Selectboard seat, there needs to be a run-off election.

Motion: Move to set a Special Town Meeting for Tuesday, August 25, 2020 from 8:00am to 8:00pm at the Town Hall.

8. Old Business

a. Project Updates

Board of Selectmen's Meeting Minutes

June 23, 2020; 5:00 P.M.

Board Members Present: Liston E. Eastman, Chairman; Glenn R. Zaidman, Vice-Chairman; Carmen Lone; Robert P. Murphy; G. Frederick Packard

Administration Present: Town Manager Robert Peabody; Deputy Town Manager Georgiann Fleck; Town Clerk Laurie Chadbourne; Code Enforcement Officer Brenda Day; Community Development Director Linda LaCroix

1. Call to Order

Chairman Eastman called the meeting to order at 5:00 P.M.

2. Pledge of Allegiance

The "Pledge of Allegiance" was recited.

Chairman Eastman presented a plaque of appreciation to Select Board Member Murphy and Select Board Member Packard for their most recent service on the Board of Selectmen.

Chairman Eastman stated that electronic communication during the meetings between Board Members and the public is discouraged and requested that phones be turned off.

3. Approval of Minutes

- a. June 9, 2020
- b. June 10, 2020
- c. June 17, 2020

Motion was made by Vice-Chairman Zaidman for approval of the minutes from the June 9, 2020, June 10, 2020 and June 17, 2020 Board Meetings; second from Selectman Packard. 4 approve/0 oppose (Selectman Lone not present)

4. Public Comments on Non-Agenda Items

There were no public comments on non-agenda items.

5. Committee Reports

There were no committee reports.

6. Correspondence, Presentations and Other Pertinent Information

There was no correspondence, presentation or other pertinent information.

7. New Business

a. Awards and Other Administrative Recommendations

1. Committee Application from Donna Joss to the Recycling Committee

Donna Joss submitted an application to serve on the Recycling Committee. **Motion** was made by Chairman Eastman to appoint Donna Joss to the Recycling Committee; second from Selectman Packard. 4 approve/0 oppose (Selectman Lone not present)

Selectman Lone arrived at 5:10 PM

2. Request for Administrative Support to Community Development Director

Community Development Director LaCroix and Code Enforcement Officer Day were present. Each presented their case for the need for administrative support and responded to several questions asked by the Board. **Motion** was made by Selectman Murphy to approve an administrative assistant position in the Community Development Department; second from Selectman Packard. Chairman Eastman is hesitant in supporting a full time administrative position for Community Development to which Vice-Chairman Zaidman suggested that the position be reviewed before the next fiscal year. 4 approve/1 oppose (Chairman Eastman opposed)

Town Manager Peabody requested that the Board bring #4 forward.

4. Personnel Policy Revision; Code Enforcement Officer Position

Town Manager Peabody reported that when the personnel policy was reviewed, the position of Code Enforcement Officer was removed from Article 31 as a department head. He added that this has been in effect for about six months and Town Manager Peabody suggested that the Board reinstitute the position of Code Enforcement Officer as a Department Head. **Motion** was made by Vice-Chairman Zaidman to revise Article 31. Definitions Sec. 1 Terms: Department Heads to include Code Enforcement Officer; second from Selectman Packard. 5 approve/0 oppose

3. Discussion of Survey on Projects

Chairman Eastman suggested that the Board complete a report card for projects and Town Manager Peabody suggested that a survey monkey for taxpayer input as well. **Motion** was made by Chairman Eastman to direct the Town Manager to develop a survey monkey on the street scape project; second from Vice-Chairman Zaidman. 5 approve/0 oppose

4. Personnel Policy Revision; Code Enforcement Officer Position

This item was addressed earlier in the meeting.

b. Permits/Documents Requiring Board Approval

1. Victualer's Licenses to: Black Horse Tavern, Chao Thai Restaurant, Corn Shop Trading Company, Lakeside Pines, Maine Lobster Express, Morning Glory Diner, Noria Energy, Punkin Valley Inn, Ricky's Diner; Ala Mexicana 2

Motion was made by Vice-Chairman Zaidman to approve Victualer's Licenses for Black Horse Tavern, Chao Thai Restaurant, Corn Shop Trading Company, Lakeside Pines, Maine Lobster Express, Morning Glory Diner, Noria Energy, Punkin Valley Inn, Ricky's Diner; Ala Mexicana 2; second from Selectman Packard. 5/0

c. Discussion of Legal Services

Motion was made by Selectman Packard to direct the Town Manager to develop a request for proposal for legal services; second from Vice-Chairman Zaidman. 5 approve/0 oppose

d. Selectmen's Concerns

- **Selectman Packard** noted that the bushes he was concerned about have been trimmed and driving up Main Street is enjoyable again.
- **Selectman Murphy** is pleased that the former First and Last Resort has been flattened.
- **Selectman Murphy** asked for an update on the South High Street Cemetery to which Town Manager Peabody responded that he received a telephone message last week and will be returning that call.
- **Vice-Chairman Zaidman** voiced concerns that there may not be enough waste for a few projects that are in front of the Planning Board. The Board requested information from the Water District Trustees on this issue.
- **Selectman Lone** thinks the parking lights in the Depot Street Parking area come on at 4PM.
- **Selectman Lone** reported that she had a nice visit to Salmon Point which has an agreement and pleasant atmosphere.
- **Chairman Eastman** has received positive comments on the night lights on Main Street.
- **Chairman Eastman** suggested better signage on Smith Avenue to make it safer for those coming in and out.

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

Deputy Town Manager Fleck submitted and read the following report into the record:

Annual Town Meeting: Town Meeting this year will be by referendum ONLY which allows you to vote absentee on all 38 articles OR you can vote in person by completing a ballot on Tuesday, July 14, 2020 at the Old Town Hall beginning at 8:00a.m. until 8:00p.m. The Elections page on our website is being updated regularly. To accommodate our voters the office will be open additional hours for the purpose of accepting voter registration, absentee balloting, and other election related issues:

Tuesday, June 23 (tonight); 4PM to 6PM; Thursday, June 25 ;4PM to 6PM; Saturday, June 27 ;8AM to Noon; Tuesday, July 7; 4PM to 6PM; Thursday, July 9; 4PM to 7PM.

Between swim lessons and summer rec we have 185 children from babies to 15 years old participating in our summer programs. Fireworks have been tentatively scheduled for Saturday, September 5th Labor Day weekend. The public has been so nice about making suggestions on how to do things and we welcome their input because it also helps make improvements for efficiency.

General: On Friday, May 15, 2020 the First and Last Motel located at 461 Portland Road was purchased by Mark Lopez and is currently in the process of being demolished.

I am also in the process of planning the 2nd annual Board training with Drummond Woodsum for Boards and Committees. The training has been tentatively scheduled for Thursday, July 16th and will be held at the Town Hall to maintain social separation. Same as last year attorney Dick Spencer and Aga Pinette will be conducting the training with the same type of format with general discussion at the beginning of the training and then Attorney Pinette conducting a training session for the Planning Board and Appeals Board and Dick Spencer conducting the training session for the Board of Selectmen. Page 2 of 2

Bridgton Police Department: Rick Stillman's last day on the job will be Friday, June 26th. Rick has worked for the Town of Bridgton as our Police Chief since 2015. We thank him for his years of service to the town and wish him well in his next endeavor.

Bridgton Fire Department: The Chief and two members met at Fryeburg Fire station last Thursday night. We will be sending two members to a basic fire rookie school in Fryeburg being conducted this summer. Area departments will assist with equipment including Bridgton. It is a pleasure to have a couple younger members willing to participate in the upcoming regional training, and we thank Fryeburg for hosting the training. The department continues to improve the security of the entry doors to each station, as recommended by the Town security consultant, new door closures and hardware to be installed, this week. The Department has been busy with various call. We were notified yesterday by the Maine Forest Service that burn permits have been shut down due to the extremely dry conditions. They also requested that all towns shut down their permit sites which Chief Harriman has done until such time that the Maine Forest Service lifts the restriction.

Legion Post 67: On Wednesday, June 17th there was a tractor trailer set up at the Community Center to distribute food to local veterans. The American Legion sponsored the event. Commander Donald Mulcahy wants to thank town staff, police department and public works for making the first ever food for vets program a phenomenal success. They were able to feed 88 families with a 14 day supply of pantry and food products with folks including Bridgton coming from Fryeburg, Harrison, Denmark, Sweden, Waterford, Naples and Casco. Several vets were signed up to take the Honor Flight Maine and due to feedback they received, will be coming to Bridgton on a regular basis hoping to draw from the surrounding communities with Bridgton as a hub for veterans services. The need is great and now these folks are being represented so we are truly making a difference in people's lives and I thank Bridgton for supporting your veterans who already gave so much. "Hats off to all of you".

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

Respectfully submitted,

Georgiann M. Fleck, Deputy Town Manager

Deputy Town Manager Fleck added that training for the Board and Committees is being scheduled and she will keep the Board Members informed.

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

a. Wastewater Status Update

Brent Bridges, P.E., from Woodard and Curran provided an update on the wastewater status.

b. Streetscape: Upper and Lower Main Street Status Update

Town Manager Peabody provided an update on the streetscape status.

9. Treasurer's Warrants

Motion was made by Selectman Murphy for approval of Treasurer's Warrants numbered 144 and 145; second from Vice-Chairman Zaidman. 5 approve/0 oppose

10. Public Comments on Non-Agenda Items

Community Development Director LaCroix reported that there is a project in front of the Planning Board that is requesting partnership with the Town through a TIF (Tax Increment Financing).

Community Development Director LaCroix reported that applications for development have shown conflict between Ordinances (Land Use, Shoreland, Site Plan, Subdivision) and is proposal that they combined into one document through the attorney at a cost of \$5,000 to \$6,000 dollars.

Deb Brusini reported that the Planning Board is still at the evidentiary stage on the assisted living project. Community Development Director clarified that Ms. Brusini was referring to the affordable housing project, not assisted living.

Glen Peterson of 152 Portland Road asked what the town requirements are for notification of a public hearing to which Town Clerk Chadbourne responded that in most cases, public notice is provided at least seven days prior to the hearing; notice is provided on the website, posted in the Town Office and also in the Bridgton News. Community Development Director LaCroix added that some ordinances have more specific requirements for public notice of hearing.

11. Dates for the Next Board of Selectmen's Meetings
July 28, 2020

12. Adjourn
Chairman Eastman adjourned the meeting at 6:56 P.M.

Respectfully submitted,

Laurie L. Chadbourne
Town Clerk

Board of Selectmen's Meeting Minutes

July 16, 2020; 9:00 A.M.

Board Members Present: Liston E. Eastman; Glenn R. Zaidman; Carmen Lone; G. Frederick Packard

Administration Present: Town Manager Robert Peabody; Deputy Town Manager Georgiann Fleck; Town Clerk Laurie Chadbourne; Community Development Director Linda LaCroix

1. Call to Order

Town Manager Peabody called the meeting to order at 9:00 A.M. and will be running the meetings until there is a full Board.

2. Pledge of Allegiance

The "Pledge of Allegiance" was recited.

3. Correspondence, Presentations and Other Pertinent Information

Town Clerk Laurie Chadbourne explained that election must be by plurality vote. Bernard N. King, Jr., and Paul A. Tworog each received the same number of votes as candidates for membership to the Board of Selectmen. Town Clerk Chadbourne recommended that a run-off election be scheduled for Tuesday, August 25, 2020 where ballots will be cast for the two tied candidates. **Motion** was made by Selectman Eastman to set the date of August 25, 2020 for a run-off election; second from Selectman Zaidman. 4 approve/0 oppose

Town Manger Peabody recognized the Town Clerk and Front Office Staff for a fantastic job with the election and called for a round of applause for a job well done.

4. New Business

a. 2020 Tax Commitment

Motion was made by Selectman Zaidman to set the 2020 mil rate at 14.95 and approve the Municipal Tax Assessment Warrant; second from Selectman Eastman. 4 approve/0 oppose

b. Bridgton Broadband Working Group.

Community Development Director Linda Lacroix requested Board approval for Selectman Glenn (Bear) Zaidman to be a member of a working group that would be part of a CDD effort to bring broadband access throughout Bridgton, to include participation in a Boot Camp training program sponsored by Maine West. Discussion ensued. **Motion** was made by Selectman Eastman to authorize Selectman Zaidman to participate on the Bridgton Broadband Working Group; second from Selectman Packard. 4 approve/0 oppose The Board requested that an Ad Hoc Committee be established.

5. Old Business

There was no old business.

6. Public Comments on Non-Agenda Items

There were no public comments on non-agenda items.

7. Dates of the Next Board of Selectmen's Meeting

July 28, 2020

8. Adjourn

Town Manager Peabody adjourned the meeting at 9:55 A.M.

Respectfully submitted,

Laurie L. Chadbourne, Town Clerk

Laurie Chadbourne

From: Robert "Bob" Peabody, Jr.
Sent: Wednesday, July 8, 2020 12:32 PM
To: Town Manager
Cc: Laurie Chadbourne
Subject: RE: Invite to Select Board Meeting

Bert-

July 28th is our next regular meeting. Want to give it a go?

Bob

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: Town Manager <townmanager@denmarkmaine.org>
Sent: Wednesday, July 8, 2020 12:06 PM
To: Robert "Bob" Peabody, Jr. <rpeabody@bridgtonmaine.org>
Subject: Invite to Select Board Meeting

Bob -

I hope you are surviving all this Covid -19 BS and the weekly thunderbolts from Augusta. We have taken a relaxed position but are following the basics and have a small Keep Maine Healthy grant.

I would like to get on your SB schedule, preferably early in the evening, and would like to bamboozle them with a new Moose Pond strategy. I think you will like it and agree it makes more sense than your 1976 shoreline approach. I am available most Tuesdays, and I don't have another July meeting with my gang until July 28th.

Best regards,

Bert

Bertrand N. Kendall
Interim Town Manager
Town of Denmark, Maine
(207) 452-8850
(207) 452-2333 fax
townmanager@denmarkmaine.org

Town of Bridgton
Office of the Community Development Director

MEMORANDUM

To: Board of Selectmen, Town Manager, Deputy Town Manager, Town Clerk, Finance Director
From: Linda LaCroix, Community Development Director
RE: Affordable Housing TIF
Date: 7/22/2020

Below is a timeline and document schedule for responding to a request from Developers Cooperative for an Affordable Housing TIF for 15 Harrison Road Senior Affordable Housing Project. Relevant documents are attached including:

1. Developer's request for a TIF
2. Email from Developer outlining final steps to be taken
3. Location Map
4. Copy of presentation to the Planning Board
5. TIF Documents from Developer for consideration by the BOS (in draft form - to be completed jointly by this office and the Developer):
 - a. Development Program
 - b. Certificate of Assessed Value
 - c. Credit Enhancement Agreement
 - d. TIF Application

Brief Timeline

July 28, 2020 BOS meeting - Consider calling a Special Town Meeting for public consideration of the TIF request at the August 11, 2020 BOS Meeting.

Notice the Public Hearing (Town Clerk)

August 11, 2020 Special Town Meeting – public vote on the TIF

August 24, 2020 – If voters approve TIF at Special Town Meeting, finalize required documents and forward to Developer before August 24th



July 6, 2020

Board of Selectmen
Town of Bridgton
3 Chase Street, Suite 1
Bridgton, ME 04009

Re: Proposed 15 Harrison Road Affordable Housing TIF District

Dear Board of Selectmen,

I am writing to request a special town meeting to discuss and vote on the creation of an Affordable Housing TIF District at 15 Harrison Road in Bridgton. We shall pay the cost of holding this special town meeting, which is typically around \$2,500.

Thank you for considering this request.

Sincerely,

Laura Reading
Director of Affordable Housing

Linda LaCroix

From: Laura Reading <reading.lauraj@gmail.com>
Sent: Tuesday, July 14, 2020 2:15 PM
To: Linda LaCroix
Subject: 15 Harrison Road TIF Application
Attachments: 15 Harrison Attachment 7_3_18_20.doc; tif-application.pdf; Assessor's Certificate.docx; CEA Bridgton 7-13-20_CT comments.docx; Attachment 5.PDF

Hi Linda,

I've attached the draft TIF application with attachments. Prior to a town vote, we'll want to fill in the blanks on the development program and the draft CEA (there's only one blank if you want to add the name of an attorney to receive any notices on behalf of the town) and sign the Certificate of Original Assessed Value. If there is a successful town vote, we would then add a copy of the public notice of the town vote, a record of the town vote, the Warrant for the Special Town Meeting, and Bob would sign the application form.

Let me know if you have any questions.

Thanks,

Laura
Laura Reading
Developers Collaborative
100 Commercial Street, Suite 414
Portland, ME 04101
(207) 766-6696
reading.lauraj@gmail.com

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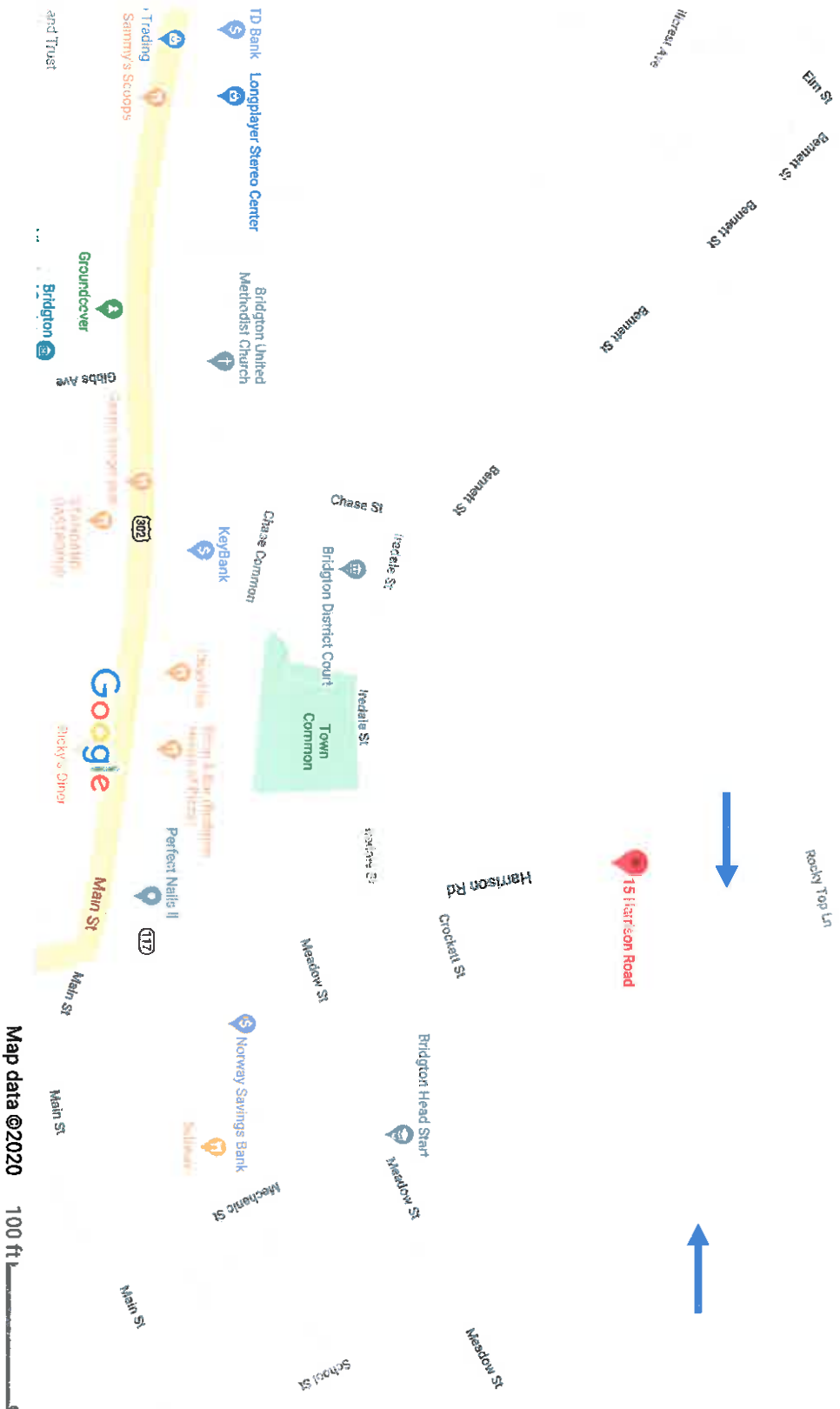


**DEVELOPERS
COLLABORATIVE**

Laura Reading

Director of Affordable Housing

15 Harrison Rd



Current Status

- Purchase & Sale Agreement
- Completed initial market research
- Working with our engineer to assess the site in greater detail
- Discussion of initial sketch plan with Planning Board (hopefully 4/7)

Affordable Housing for Seniors (55+)

- Bridgton and Lakes Region need affordable housing, particularly for seniors, to provide a diversity of housing options for residents
- This site fits in well with the priorities of MaineHousing's Low Income Housing Tax Credit (LIHTC) program, the primary source of funding for affordable housing in Maine, and priorities = points
 - Walking distance to essential businesses (Norway Savings Bank, Food City, Walgreens, etc.)
 - Strong need for affordable housing for seniors (6 out of 8 possible points)
 - Market rent is more than 20% higher than maximum tax credit rents (\$1,050 v. \$786 for 1-bedroom apartment)
 - High Opportunity Area (communities with above average access to health care, services, economic activity and quality education)
- Community support and property tax relief through Affordable Housing TIF District?

Affordable Housing for Seniors (55+)

MaineHousing - Rent Restricted Programs Income Eligibility Limits and Maximum Rent Levels

Incomes and Rents Effective 4-24-2019
FedHOME Rents Effective 6-28-2019
Housing Trust Fund Income and Rents Effective 6-28-2019

% Median Income - Adjusted by Family Size										Maximum Gross Rents				
	One	Two	Three	Four	Five	Six	Seven	Eight		0BR	1BR	2BR	3BR	4BR
Cumberland HMEA														
HERA 30%	15,570	17,790	20,010	22,230	24,030	25,800	27,570	29,370	389	417	500	578	645	
HERA 40%	20,760	23,720	26,680	29,640	32,040	34,400	36,760	39,160	519	556	667	771	860	
HERA 50%	25,950	29,650	33,350	37,050	40,050	43,000	45,950	48,950	648	695	833	963	1,075	
HERA 60%	31,140	35,580	40,020	44,460	48,060	51,600	55,140	58,740	778	834	1,000	1,156	1,290	
50% AMI	25,900	29,600	33,300	37,000	40,000	42,950	45,900	48,850	647	693	832	962	1,073	
60% AMI	31,080	35,520	39,960	44,400	48,000	51,540	55,080	58,620	777	832	999	1,155	1,288	
80% AMI	41,450	47,400	53,300	59,200	63,950	68,700	73,450	78,150	1,036	1,110	1,332	1,539	1,717	
Low HOME	25,900	29,600	33,300	37,000	40,000	42,950	45,900	48,850	647	693	832	962	1,073	
High HOME	31,080	35,520	39,960	44,400	48,000	51,540	55,080	58,620	786	826	1,069	1,340	1,445	
HTF	15,550	17,800	21,330	25,750	30,170	34,590	39,010	43,430	388	416	533	699	864	
FMR Effective 10-1-2018										786	826	1,069	1,416	1,445

River Landing, Topsham



River Landing, Topsham





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www.developerscollaborative.com

Affordable Housing TIF District

- AHTIF District can be created to support the creation of new affordable housing units by providing property tax relief to the project but also as a way to demonstrate community support of the project
- Land has a current assessed value (\$153,028), which brings \$2,295 in taxes to the town
- If we could create approximately 48 units of affordable housing on that land we could increase the assessed value by approximately \$2,208,000 (\$46,000/unit based on Lakewood Apartments)
- At current tax rate of \$0.015, the property taxes on that increased value of \$2.2 million would be \$33,120/year
- Without a TIF, that \$33k generates approximately \$19,505 in fiscal impacts (loss of state aid for education, loss of municipal revenue sharing, increased county tax), bringing net revenues to the town of \$13,615
- Credit Enhancement Agreement that returns 50% of the increased property taxes (\$16,560) to the project's operating expenses (about 5% of estimated \$300k annual operating expenses) and 50% to the town (\$16,560)

**Tax Shifts-Avoided Formula Impacts from Sheltering of Valuation: Town of Bridgton - 15 Harrison
Affordable Housing Tax Increment Financing District**

TIF: 100% Sheltered - 50% to Developer Project Account - 50% to Municipal Project Account						
Avoided Formula Impacts on Municipality from Sheltering of Valuation						
TIF Year	Tax Year- April 1	Total Added Valuation	Sheltered Valuation	Avoided Loss of State Aid to for Education	Avoided Loss of State Municipal Revenue Sharing	Avoided Increase in County Tax
1	2021	\$2,208,000	\$2,208,000	\$17,002	\$1,004	\$1,500
2	2022	\$2,208,000	\$2,208,000	\$17,002	\$1,004	\$1,571
3	2023	\$2,208,000	\$2,208,000	\$17,002	\$1,004	\$1,646
4	2024	\$2,208,000	\$2,208,000	\$17,002	\$1,004	\$1,725
5	2025	\$2,208,000	\$2,208,000	\$17,002	\$1,004	\$1,807
6	2026	\$2,208,000	\$2,208,000	\$17,002	\$1,004	\$1,893
7	2027	\$2,208,000	\$2,208,000	\$17,002	\$1,004	\$1,983
8	2028	\$2,208,000	\$2,208,000	\$17,002	\$1,004	\$2,076
9	2029	\$2,208,000	\$2,208,000	\$17,002	\$1,004	\$2,177
10	2030	\$2,208,000	\$2,208,000	\$17,002	\$1,004	\$2,281
11	2031	\$2,208,000	\$2,208,000	\$17,002	\$1,004	\$2,389
12	2032	\$2,208,000	\$2,208,000	\$17,002	\$1,004	\$2,503
13	2033	\$2,208,000	\$2,208,000	\$17,002	\$1,004	\$2,623
14	2034	\$2,208,000	\$2,208,000	\$17,002	\$1,004	\$2,748
15	2035	\$2,208,000	\$2,208,000	\$17,002	\$1,004	\$2,879
16	2036	\$2,208,000	\$2,208,000	\$17,002	\$1,004	\$3,016
17	2037	\$2,208,000	\$2,208,000	\$17,002	\$1,004	\$3,160
18	2038	\$2,208,000	\$2,208,000	\$17,002	\$1,004	\$3,311
19	2039	\$2,208,000	\$2,208,000	\$17,002	\$1,004	\$3,468
20	2040	\$2,208,000	\$2,208,000	\$17,002	\$1,004	\$3,634
21	2041	\$2,208,000	\$2,208,000	\$17,002	\$1,004	\$3,807
22	2042	\$2,208,000	\$2,208,000	\$17,002	\$1,004	\$3,989
23	2043	\$2,208,000	\$2,208,000	\$17,002	\$1,004	\$4,179
24	2044	\$2,208,000	\$2,208,000	\$17,002	\$1,004	\$4,376
25	2045	\$2,208,000	\$2,208,000	\$17,002	\$1,004	\$4,587
26	2046	\$2,208,000	\$2,208,000	\$17,002	\$1,004	\$4,805
27	2047	\$2,208,000	\$2,208,000	\$17,002	\$1,004	\$5,035
28	2048	\$2,208,000	\$2,208,000	\$17,002	\$1,004	\$5,275
29	2049	\$2,208,000	\$2,208,000	\$17,002	\$1,004	\$5,526
30	2050	\$2,208,000	\$2,208,000	\$17,002	\$1,004	\$5,790
30 Year TIF Total		\$66,240,000	\$66,240,000	\$510,048	\$30,119	\$95,759
						\$635,926

This model is based on 100% of incremental valuation captured within the TIF District and 50% of captured revenues are for the municipal development fund and 50% for the developer project fund.
Prepared by Cairn Associates, www.cairnassociates.com

TIF Vs. NO TIF: Town of Bridgton - 15 Harrison Affordable Housing Tax Increment Financing District
TIF: 100% Sheltered - 50% to Developer Project Account - 50% to Municipal Project Account

TIF Year	Total added Valuation	Estimated Mill Rate	Tax Assessment on added Valuation	No TIF			TIF			Difference in Net Revenues TIF-No TIF
				Revenue Loss due to Fiscal Formulas	Net G.F. Revenues to City	Total Captured Revenue	General Fund Revenues	Revenue Loss due to Fiscal Formulas	Net Revenues to City	
1	\$2,208,000	15.00	\$33,120	\$19,505	\$13,615	\$33,120	\$0	\$0	\$16,560	\$2,945
2	\$2,208,000	15.00	\$33,120	\$19,577	\$13,543	\$33,120	\$0	\$0	\$16,560	\$3,017
3	\$2,208,000	15.00	\$33,120	\$19,652	\$13,468	\$33,120	\$0	\$0	\$16,560	\$3,092
4	\$2,208,000	15.00	\$33,120	\$19,730	\$13,390	\$33,120	\$0	\$0	\$16,560	\$3,170
5	\$2,208,000	15.00	\$33,120	\$19,812	\$13,308	\$33,120	\$0	\$0	\$16,560	\$3,252
6	\$2,208,000	15.00	\$33,120	\$19,899	\$13,221	\$33,120	\$0	\$0	\$16,560	\$3,339
7	\$2,208,000	15.00	\$33,120	\$19,989	\$13,131	\$33,120	\$0	\$0	\$16,560	\$3,429
8	\$2,208,000	15.00	\$33,120	\$20,083	\$13,037	\$33,120	\$0	\$0	\$16,560	\$3,523
9	\$2,208,000	15.00	\$33,120	\$20,182	\$12,938	\$33,120	\$0	\$0	\$16,560	\$3,622
10	\$2,208,000	15.00	\$33,120	\$20,286	\$12,834	\$33,120	\$0	\$0	\$16,560	\$3,726
11	\$2,208,000	15.00	\$33,120	\$20,395	\$12,725	\$33,120	\$0	\$0	\$16,560	\$3,835
12	\$2,208,000	15.00	\$33,120	\$20,509	\$12,611	\$33,120	\$0	\$0	\$16,560	\$3,949
13	\$2,208,000	15.00	\$33,120	\$20,628	\$12,492	\$33,120	\$0	\$0	\$16,560	\$4,068
14	\$2,208,000	15.00	\$33,120	\$20,753	\$12,367	\$33,120	\$0	\$0	\$16,560	\$4,193
15	\$2,208,000	15.00	\$33,120	\$20,884	\$12,236	\$33,120	\$0	\$0	\$16,560	\$4,324
16	\$2,208,000	15.00	\$33,120	\$21,022	\$12,098	\$33,120	\$0	\$0	\$16,560	\$4,462
17	\$2,208,000	15.00	\$33,120	\$21,165	\$11,965	\$33,120	\$0	\$0	\$16,560	\$4,605
18	\$2,208,000	15.00	\$33,120	\$21,316	\$11,804	\$33,120	\$0	\$0	\$16,560	\$4,756
19	\$2,208,000	15.00	\$33,120	\$21,474	\$11,646	\$33,120	\$0	\$0	\$16,560	\$4,914
20	\$2,208,000	15.00	\$33,120	\$21,639	\$11,481	\$33,120	\$0	\$0	\$16,560	\$5,079
21	\$2,208,000	15.00	\$33,120	\$21,813	\$11,307	\$33,120	\$0	\$0	\$16,560	\$5,253
22	\$2,208,000	15.00	\$33,120	\$21,994	\$11,126	\$33,120	\$0	\$0	\$16,560	\$5,434
23	\$2,208,000	15.00	\$33,120	\$22,184	\$10,936	\$33,120	\$0	\$0	\$16,560	\$5,624
24	\$2,208,000	15.00	\$33,120	\$22,384	\$10,736	\$33,120	\$0	\$0	\$16,560	\$5,824
25	\$2,208,000	15.00	\$33,120	\$22,592	\$10,528	\$33,120	\$0	\$0	\$16,560	\$6,032
26	\$2,208,000	15.00	\$33,120	\$22,811	\$10,309	\$33,120	\$0	\$0	\$16,560	\$6,251
27	\$2,208,000	15.00	\$33,120	\$23,040	\$10,080	\$33,120	\$0	\$0	\$16,560	\$6,480
28	\$2,208,000	15.00	\$33,120	\$23,280	\$9,840	\$33,120	\$0	\$0	\$16,560	\$6,720
29	\$2,208,000	15.00	\$33,120	\$23,532	\$9,588	\$33,120	\$0	\$0	\$16,560	\$6,972
30	\$2,208,000	15.00	\$33,120	\$23,795	\$9,325	\$33,120	\$0	\$0	\$16,560	\$7,235
30 Year	\$66,240,000		\$993,600	\$635,926	\$357,674	\$993,600	\$0	\$0	\$496,800	\$139,126

TIF v. NO TIF

- Financially feasible operating budget for the project
- Currently, 50% TIF over 30 years is worth 3 points on LIHTC application (last year: 14 applicants, only 5 successful – those 5 all had at least 50% TIF)
- 3 points are important but even more important is that AHTIFs are a way for towns to show they support a project and want it to be successful
- Creation of 48 (?) new affordable housing units for seniors and a greater diversity of housing options
- Bridgton would be able to capture roughly \$139k more in property tax revenue than if the increased value was not sheltered and resulted in loss of state aid for education, loss of municipal revenue sharing, and increased county taxes

Timeline

- Pre-Application Conference with Planning Board (hopefully 4/7) to start refining the design and working through approvals process this spring and summer
- Work with town staff to draft an Affordable Housing TIF Application for 15 Harrison Road for consideration at a public hearing and vote by the Board of Selectmen to put the AHTIF on town warrant?
- LIHTC Application due September/October
- LIHTC Allocations are typically announced in December
- If successful, could start construction around June 2021, completing construction around June 2022

**15 HARRISON ROAD MUNICIPAL AFFORDABLE HOUSING DEVELOPMENT
AND TAX INCREMENT FINANCING DISTRICT DEVELOPMENT PROGRAM &
FINANCIAL PLAN MATERIALS**

1. District ____ (the "District") is located at 15 Harrison Road in Bridgton (Tax Map 24, Lots 5 and 9). The District is approximately 7.07 acres of vacant land.

A municipal map and a tax map showing district boundaries are attached.

2. 100% of District acreage is suitable for residential use, and in need of rehabilitation/redevelopment. The District is well-located for housing as it is located off of Harrison Road (Route 117), along which other housing and businesses are located. The District includes vacant land, which is in need of redevelopment. The District will be serviced by municipal sewer and water services and will include only residential use. A portion of the District is located in the Downtown Village Business District II (DVB-II), which is intended to create a transition into Bridgton's downtown and enhance "pedestrian activity from and to the downtown, the residential neighborhoods, and into outlying districts... Rehabilitation of existing buildings and lots is encouraged." The other portion of the District is located in the Rural Neighborhood (RN) District, which is intended to "protect the rural character and natural beauty of these areas, while supporting low-density residential development...Cluster development, allowing smaller lots or condominium clusters to occupy a percentage of the land in order to preserve open space and environmental features, is encouraged." Multi-family dwellings are a permitted use in both the DVB-II District and the RN District.

3. District acreage divided by total municipal acreage is not more than 2%. The district is 7.07 acres out of a total _____ acres in Bridgton, representing _____%.

4. Total acreage of all existing and proposed development districts (affordable housing and DECD districts) in municipality divided by total municipal acreage is not more than 5%. Existing and proposed development districts are _____ acres out of a total _____ acres in Bridgton, representing _____%.

5. The original assessed value (OAV) of the District is \$153,028 (Certificate of OAV is attached).

6. The Development Program will begin April 1, 2020 and end **March 31, 2050**. The municipal fiscal year is July 1 to June 30.

7. The Development Program meets an identified housing need in Bridgton. The proposed apartments at 15 Harrison Road will add approximately forty-eight units of affordable senior rental housing to the Bridgton housing stock. 100% of the units will all be targeted to households with incomes at or below 60% of area median income (AMI).

8. The District will only include residential uses.
9. 100% of housing units in the District will be affordable housing and will be occupied by households with income not exceeding 60% of AMI.
10. The apartments at 15 Harrison Road will be developed with Low Income Housing Tax Credit equity and thus subject to an Extended Use Agreement with MaineHousing, which will be executed for the project at loan closing and a copy recorded at the registry of deeds. The Extended Use Agreement will restrict occupancy of the units to households with income not exceeding 60% of AMI. The length of the affordability period will be 45 years.
11. When completed, the apartments at 15 Harrison Road will be managed by DC Management, an experienced manager of subsidized housing properties with extensive LIHTC training.

The estimated total annual cost of operations for the apartments at 15 Harrison Road is budgeted at \$310,379. The breakdown by category is as follows: administrative 24.1%; utilities 23.2%; maintenance 28%; general expenses 17.8%; and reserves 7%. The financing for operating expenses is primarily through tenant rents (96%). TIF payments made to reimburse project operating costs (4%) make up the remainder. The project will have Resident Services available via an on site coordinator and will be managed as a smoke free building.

12. Table 1. Specific planned uses of tax increment revenues from the district. The City intends to capture 100% of the increased assessed value of the District as captured assessed value; however, if the portion of Tax Increment Revenues to be retained by the City cannot be fully expended on the costs identified below in any particular fiscal year, then the remainder of the tax revenues paid on increased assessed value shall be deposited into the City's general fund. In such circumstance, the City shall ensure that it does not receive the tax shift benefit associated with any portion of tax increment deposited into the City's general fund.

Specific improvements or activities to be funded with tax increment revenues	Timing of each planned improvement	Amount (\$) to be funded with tax increment revenues	Amount to be funded by other sources		Location within or outside District?
			Amount	Source	
15 Harrison Road Apartment Operating Costs (Administrative, Utilities, Maintenance, Insurance, Replacement Reserves)	Ongoing	Estimated \$496,800	Estimated \$17,758,209 (\$398,407 in year one with 2-3% annual increase over 30 years)	Project Rents	Inside
City's use of funds?		Up to estimated \$496,800		Municipal funds	Outside

13. The Total Development Cost for the apartments at 15 Harrison Road is budgeted at \$11,022,041 (see attached detailed development budget). The apartments at 15 Harrison Road will be financed primarily through Low Income Housing Tax Credits. The project will seek Low Income Housing Tax Credits in the estimated amount of \$960,000, which is projected to provide an equity yield to the project of \$8,447,155. In addition, the project will seek a Rental Loan Program subsidy of \$960,000. An itemized development budget showing all sources and uses of funds is attached. No public indebtedness will be incurred.

A valuation table is attached showing estimates of increased assessed values of the district and showing 100% of the increased assessed values to be applied as captured assessed values and the resulting tax increments in each year of the program, and a tax shift table is attached showing a calculation of the tax shifts resulting from designation of the affordable housing development district.

14. No relocation is necessary.
15. The apartments at 15 Harrison Road is committed to following all local and state laws and regulations. Locally, the project is estimated to receive full planning board approval in Summer 2020. Any environmental issues will be fully remediated as part of the Project. A qualified general contractor will be chosen with the approval of MaineHousing.
16. The Development Program is consistent with Bridgton's Comprehensive Plan, dated _____, and complies with Maine law limiting growth-related capital investments (30-A M.R.S.A. §4349-A).
17. The District is not in conflict with Bridgton's municipal charter.
18. The tables following this narrative include the Financial Plan required materials and information. No public indebtedness is intended to be used for approved project costs.

ASSESSOR'S CERTIFICATE OF ORIGINAL ASSESSED VALUE

TOWN OF BRIDGTON

15 HARRISON ROAD MUNICIPAL AFFORDABLE HOUSING DEVELOPMENT
DISTRICT AND TAX INCREMENT FINANCING DISTRICT

The undersigned Assessor for the Town of Bridgton, Maine, does hereby certify that the tax map showing the boundaries of the proposed 15 Harrison Road Municipal Affordable Housing Development District and Tax Increment Financing District, as shown in Attachment 5, is an accurate depiction of the proposed District. The Original Assessed Value of the proposed District as of March 31, 2020 (April 1, 2019) was One Hundred and Fifty-Three Thousand and Twenty-Eight Dollars (\$153,028).

IN WITNESS WHEREOF, this Certificate has been executed as of this ____ day of _____, 2020.

TOWN OF BRIDGTON

By: _____
Printed name:

CREDIT ENHANCEMENT AGREEMENT

between

THE TOWN OF BRIDGTON, Maine

and

DEVELOPERS COLLABORATIVE PREDEVELOPMENT LLC

DATED: _____, 2020

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EXHIBITS

Exhibit 1 Copy of District Map

CREDIT ENHANCEMENT AGREEMENT

THIS CREDIT ENHANCEMENT AGREEMENT dated as of _____, 2020, between the TOWN OF BRIDGTON, Maine (the "Town"), a municipal corporation and political subdivision of the State of Maine, and DEVELOPERS COLLABORATIVE PREDEVELOPMENT LLC, a Maine limited liability company (the "Developer")

WITNESSETH:

WHEREAS, the Town designated the 15 Harrison Road Municipal Affordable Housing Development and Tax Increment Financing District (the "District") pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, by action of the Town Meeting on _____ (the "Vote") and pursuant to the same Vote adopted an affordable housing development program, including a financial plan, for the District (the "Development Program"); and

WHEREAS, the Town received the approval of the District and the Development Program by the Maine State Housing Authority ("MSHA"); and

WHEREAS, in the Vote, the Town adopted the Development Program and approved this Agreement in order to induce the Developer to build an affordable rental housing project for low income seniors at 15 Harrison Road (the "Project") by enabling the Town to contribute toward the operating costs of the Project the estimated amounts contemplated by the Development Program and this Agreement; and

WHEREAS, the Project will create a significant public benefit by providing affordable housing opportunities; and

WHEREAS, in connection with the Development Program, and as contemplated thereby, the Town and the Developer have agreed to execute and deliver this Agreement; and

WHEREAS, the Town and the Developer desire and intend that this Credit Enhancement Agreement be and constitute the credit enhancement agreement contemplated by and described in the Development Program.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual promises and covenants set forth herein, the parties hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.1. Definitions.

The terms defined in this Article I shall, for all purposes of this Agreement, have the meanings herein specified, unless the context clearly requires otherwise:

“Act” means chapter 206 of Title 30-A of the Maine Revised Statutes and regulations adopted thereunder, as amended from time to time.

“Agreement” shall mean this Credit Enhancement Agreement between the Town and the Developer dated as of the date set forth above, as such may be amended from time to time.

“Authority” means the Maine State Housing Authority.

“Captured Assessed Value” means the amount, stated as a percentage, of the Increased Assessed Value of the District that is retained in each Tax Year during the term of the District, as specified in Section 2.3 hereof, to fund Project costs authorized in the Development Program.

“Town” shall have the meaning given such term in the first paragraph hereto.

“Town Project Cost Subaccount” means that portion of the Project Cost Account of the Development Program Fund for the District set aside for the Town established and maintained according to Article II hereof.

“Developer Project Cost Subaccount” means that portion of the Project Cost Account of the Development Program Fund for the District set aside for the Developer established and maintained according to Article II hereof. Initially the sole deposits into the Developer Project Cost Subaccount shall arise from the Project.

“Current Assessed Value” means the then-current assessed value of District as determined by the Town Tax Assessor as of April 1 of each Tax Year that the District remains in effect.

“Development Program” shall have the meaning given such term in the recitals hereto.

“Development Program Fund” means the Affordable Housing Development Program Fund described in the Development Program and established and maintained pursuant to Article II hereof and 30-A M.R.S.A. § 5250-A(3)(A) consisting of subaccounts further described herein.

“Director” means the Director of the Maine State Housing Authority.

“District” shall have the meaning given such term in the first recital hereto, which is more specifically comprised of approximately 7.07 acres of real property and identified in an attachment to the Development Program and any future improvements to such real property. A copy of the District map is attached hereto as Exhibit 1 for convenience.

“Effective Date of the Development Program” means the start date identified in item #6 of the Development Program.

“Fiscal Year” means July 1 to June 30 each year or such other fiscal year as the Town may from time to time establish.

“Increased Assessed Value” means, for each Fiscal Year during the term of this Agreement, the amount by which the Current Assessed Value for such year exceeds the Original

Assessed Value. If the Current Assessed Value is less than or equal to the Original Assessed Value in any given Tax Year, there is no Increased Assessed Value in that year.

“Original Assessed Value” means One Hundred Fifty-Three Thousand and Twenty-Eight dollars (\$153,028), the taxable assessed value of the District as of March 31, 2020 (April 1, 2019).

“Project” means the planned 48-unit senior affordable housing project located in the District.

“Project Cost Account” means the project cost account described in the Development Program and established and maintained pursuant to Title 30-A M.R.S.A. § 5250-A(3)(A)(1) and Article II hereof.

“Property Taxes” means any and all *ad valorem* property taxes levied, charged or assessed against all property located in the District by the Town, or on its behalf.

“State” means the State of Maine.

“Tax Increment Revenues” means that portion of all real property taxes assessed and paid to the Town in any Tax Year, in excess of any state, or special district tax, upon the Captured Assessed Value.

“Tax Payment Date” means the later of the date(s) on which property taxes levied by the Town are due and payable from owners of property located within the Town, or are actually paid to the Town with respect to taxable property located within the District.

“Tax Year” shall have the meaning given such term in 30-A M.R.S.A. § 5246(16), as amended, to wit: April 1 to March 31.

Section 1.2. Interpretation and Construction.

In this Agreement, unless the context otherwise requires:

(a) The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder” and any similar terms, as used in this Agreement, refer to this Agreement, and the term “hereafter” means after, and the term “heretofore” means before, the date of delivery of this Agreement.

(b) Words importing a particular gender mean and include correlative words of every other gender and words importing the singular number mean and include the plural number and vice versa.

(c) Words importing persons mean and include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public or governmental bodies, as well as any natural persons.

(d) Any headings preceding the texts of the several Articles and Sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be

solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

(e) All approvals, consents and acceptances required to be given or made by any signatory hereto shall not be withheld unreasonably.

(f) All notices to be given hereunder shall be given in writing and, unless a certain number of days is specified, within a reasonable time.

(g) If any clause, provision or Section of this Agreement shall be ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or Section shall not affect any of the remaining provisions hereof.

ARTICLE II

AFFORDABLE HOUSING DEVELOPMENT PROGRAM FUND AND FUNDING REQUIREMENTS

Section 2.1. Creation of Development Program Fund.

Within sixty (60) days after the Effective Date of the Development Program, the Town shall create and establish a segregated fund in the name of the Town designated as the “15 Harrison Road Municipal Affordable Housing Development and Tax Increment Financing District Program Fund” (hereinafter the “Development Program Fund”) pursuant to, and in accordance with the terms and conditions of, the Development Program and 30-A M.R.S.A. § 5250-A(3). The Development Program Fund shall consist of the Developer Project Cost Subaccount and the Town Project Cost Subaccount, both of which are pledged to and charged with the payment of Project costs described in the Development Program, as provided in 30-A M.R.S.A. § 5250-A(3)(A)(1). The Development Program Fund is pledged to and charged with the payment of costs in the manner and priority provided in Section 3.1(b) below.

Section 2.2. Liens.

The Town shall not create any liens, encumbrances or other interests of any nature whatsoever, nor shall it hypothecate the Developer Project Cost Subaccount described in Section 2.1 hereof or any funds therein, other than the interest in favor of the Developer hereunder; provided, however, that nothing herein shall prohibit the creation of property tax liens on property in the District in accordance with and entitled to priority pursuant to Maine law.

Section 2.3. Captured Assessed Value; Deposits into Development Program Fund.

(a) Each year during the term of this Agreement, commencing with the April 1, 2020 Tax Year and continuing thereafter through the April 1, 2049 Tax Year (collectively the “CEA Years”), the Town shall retain in the District one hundred percent (100%) of the Increased Assessed Value as Captured Assessed Value.

(b) For each of the CEA Years, the Town shall deposit into the Development Program Fund contemporaneously with each payment of Property Taxes during the term of this Agreement an amount equal to one hundred percent (100%) of that portion of the property tax payment constituting Tax Increment Revenues. The Town shall allocate fifty percent (50%) of the Tax Increment Revenues so deposited in the Development Program Fund to the Developer Project Cost Subaccount and the remaining fifty percent (50%) of the Tax Increment Revenues so deposited in the Development Program Fund shall be allocated to the Town Project Cost Subaccount.

Section 2.4. Use of Monies in Development Program Fund.

All monies in the Development Program Fund that are allocable to and/or deposited in the Developer Project Cost Subaccount shall in all cases be used and applied to fund fully the Town's payment obligations to the Developer as described in Articles II and III hereof. The Developer shall be obligated to use such payments for operating costs of the Project pursuant to the Development Program and Title 30-A M.R.S.A. § 5249.

Section 2.5. Monies Held for Benefit of the Developer.

All monies required to be deposited with or paid into the Developer Project Cost Subaccount under the provisions hereof and the provisions of the Development Program, and any investment earnings thereon, shall be held by the Town for the benefit of the Developer.

ARTICLE III PAYMENT OBLIGATIONS

Section 3.1. Developer Payments.

(a) The Town agrees to pay the Developer, within thirty (30) days following the Tax Payment Date, all amounts then on deposit in the Developer Project Cost Subaccount.

(b) Notwithstanding anything to the contrary contained herein, if, with respect to any Tax Payment Date, any portion of the property taxes assessed against the real or personal property located in the District remain unpaid, because of a bona fide valuation dispute being pursued by the Developer, the property taxes actually paid with respect to such Tax Payment Date shall, first, be applied to taxes due on account of Original Assessed Value; and second, shall constitute payment of Property Taxes with respect to Captured Assessed Value, to be applied first to payment in full of the amount to be deposited in the Town Project Cost Subaccount for the year concerned; and third, to the extent of funds remaining, to payment of the Developer's share of the Tax Increment Revenues for the year concerned, to be deposited into the Developer Project Cost Subaccount.

(c) Notwithstanding anything to the contrary contained herein, if, with respect to any Tax Payment Date, any portion of the property taxes assessed against the real or personal property located in the District remain unpaid, for any reason other than a bona fide valuation dispute described above, the property taxes actually paid with respect to such Tax Payment Date shall, first, be applied to taxes due on account of Original Assessed Value; and second, shall

constitute payment of Property Taxes with respect to Captured Assessed Value, to be applied first to payment in full of the amount to be deposited in the Town Project Cost Subaccount for the year concerned. In such case, no payment of the Developer's share of the Tax Increment Revenues for the year concerned will be deposited into the Developer Project Cost Subaccount until such property taxes assessed against real or personal property located in the District are paid in full.

Section 3.2. Failure to Make Payment.

In the event the Town should fail to, or be unable to, make any of the payments at the time and in the amount required under the foregoing provisions of this Article III including in the event that the amount deposited into the Developer Project Cost Subaccount is insufficient to reimburse the Developer for the full amount due to the Developer under this Agreement, the amount or installment so unpaid shall continue as a limited obligation of the Town, under the terms and conditions hereinafter set forth, until the amount unpaid shall have been fully paid. The Developer shall have the right to initiate and maintain an action to specifically enforce the Town's obligations hereunder, including without limitation, the Town's obligation to deposit Tax Increment Revenues to the Developer Project Cost Subaccount and its obligation to make payment out of the Developer Project Cost Subaccount to the Developer.

Section 3.3. Manner of Payments.

The payments provided for in this Article III shall be paid directly to the Developer at the address specified in Section 8.7 hereof in the manner provided hereinabove by check drawn on the Town.

Section 3.4. Obligations Unconditional.

Subject to compliance with the terms and conditions of this Agreement, the obligations of the Town to make the payments described in this Agreement in accordance with the terms hereof shall be absolute and unconditional, and the Town shall not suspend or discontinue any payment hereunder or terminate this Agreement for any cause, other than pursuant to this Agreement or by court order or by reason of a final judgment by a court of competent jurisdiction that the District is invalid or otherwise illegal.

Section 3.5. Limited Obligation.

The Town's obligations of payment hereunder shall be limited obligations of the Town payable solely from Tax Increment Revenues pledged therefor under this Agreement. The Town's obligations hereunder shall not constitute a general debt or a general obligation or charge against or pledge of the faith and credit or taxing power of the Town, the State of Maine, or of any municipality or political subdivision thereof, but shall be payable solely from that portion of Tax Increment Revenues payable to the Developer hereunder, whether or not actually deposited into the Developer Project Cost Subaccount in the Development Program Fund. This Agreement shall not directly, indirectly or contingently obligate the Town, the State of Maine, or any other Town or political subdivision to levy or to pledge any form of taxation whatever therefor or to make any appropriation for their payment, excepting the pledge of the Tax Increment Revenues

established under this Agreement.

ARTICLE IV PLEDGE AND SECURITY INTEREST

Section 4.1. Pledge of and Grant of Security Interest in the Developer Project Cost Subaccount.

In consideration of this Agreement and other valuable consideration and for the purpose of securing payment of the amounts provided for hereunder to the Developer by the Town, according to the terms and conditions contained herein, and in order to secure the performance and observance of all of the Town's covenants and agreements contained herein, the Town does hereby grant a security interest in and pledge the Developer Project Cost Subaccount described in Section 2.1 hereof and all sums of money and other securities and investments therein to the Developer.

Section 4.2. Perfection of Interest.

(a) Upon written request by the Developer, the Town will establish the Developer Project Cost Subaccount described in Section 2.1 hereof as a segregated fund under the control of an escrow agent, trustee or other fiduciary selected by the Developer so as to perfect the Developer's interest therein. The cost of establishing and monitoring such a fund (including the cost of counsel to the Town with respect thereto) shall be borne exclusively by the Developer. In the event such a fund is established under the control of a trustee or fiduciary, the Town shall cooperate with the Developer in causing appropriate financing statements and continuation statements naming the Developer, or its designee, as pledgee of all such amounts from time to time on deposit in the fund to be duly filed and recorded in the appropriate state offices as required by and permitted under the provisions of the Maine Uniform Commercial Code or other similar law as adopted in the State of Maine and any other applicable jurisdiction, as from time to time amended, in order to perfect and maintain the security interests created hereunder.

(b) In the event the Developer requires the establishment of a segregated fund in accordance with this Section 4.2, the Town's responsibility shall be expressly limited to delivering the amounts required by this Agreement to the escrow agent, trustee or other fiduciary designated by the Developer. The Town shall have no liability for payment over of the funds concerned to the Developer by any such escrow agent, trustee or other fiduciary, or for any misappropriation, investment losses or other losses in the hands of such escrow agent, trustee or other fiduciary. Notwithstanding any change in the identity of the Developer's designated escrow agent, trustee or other fiduciary, the Town shall have no liability for misdelivery of funds if delivered in accordance with the Developer's most recent written designation or instructions actually received by the Town.

Section 4.3. Further Instruments.

The Town shall, upon the reasonable request of the Developer, from time to time execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the provisions of this Agreement; provided, however, that no such instruments or actions shall pledge the credit of the Town except to the extent provided for in this Agreement; and provided further that the cost of executing and delivering such further instruments (including the reasonable and related costs of counsel to the Town with respect thereto) shall be borne exclusively by the Developer.

Section 4.4. No Disposition of the Developer Project Cost Subaccount.

Except as permitted hereunder, the Town shall not sell, lease, pledge, assign or otherwise dispose, encumber or hypothecate any interest in the Developer Project Cost Subaccount and will promptly pay or cause to be discharged or make adequate provision to discharge any lien, charge or encumbrance on any part thereof not permitted hereby.

Section 4.5. Access to Books and Records.

All books, records and documents in the possession of either of the parties to this Agreement relating to the District, the Development Program, this Agreement and the monies, revenues and receipts on deposit or required to be deposited into the Developer Project Cost Subaccount shall at all reasonable times and upon reasonable notice be open to inspection by both parties to this Agreement, and the agents and employees of the parties to this Agreement.

ARTICLE V DEFAULTS AND REMEDIES

Section 5.1. Events of Default.

Each of the following events shall constitute and be referred to in this Agreement as an “Event of Default”:

(a) Any failure by the Town to pay any amounts due to the Developer when the same shall become due and payable;

(b) Any failure by the Town to make deposits into the Developer Project Cost Subaccount as and when due;

(c) Any failure by the Town or the Developer to observe and perform in all material respects any covenant, condition, agreement or provision contained herein on the part of the Town or the Developer to be observed or performed, which failure is not cured within thirty (30) days following written notice thereof; and

(d) If a decree or order of a court or agency or supervisory authority having jurisdiction in the premises of the appointment of a conservator or receiver or liquidator of, any insolvency, readjustment of debt, marshaling of assets and liabilities or similar proceedings, or for the winding up or liquidation of the Developer's affairs shall have been entered against the Developer or the Developer shall have consented to the appointment of a conservator or receiver

or liquidator in any such proceedings of or relating to the Developer or of or relating to all or substantially all of its property, including without limitation the filing of a voluntary petition in bankruptcy by the Developer or the failure by the Developer to have an involuntary petition in bankruptcy dismissed within a period of ninety (90) consecutive days following its filing or in the event an order for release has been entered under the Bankruptcy Code with respect to the Developer.

(e) If any written representation or warranty given to the Town by the Developer is knowingly incorrect or incomplete in any material respect, other than statements made about or in agreements with the Town that were later changed by mutual consent.

(f) Any discontinuance of the District property as “affordable housing,” pursuant to the definition contained in Title 30-A M.R.S.A. Section 5246.

Section 5.2. Remedies on Default.

Subject to the provisions contained in Section 8.13, whenever any Event of Default described in Section 5.1 hereof shall have occurred and be continuing, the nondefaulting party, following the expiration of any applicable cure period, shall have all rights and remedies available to it at law or in equity, including the rights and remedies available to a secured party under the laws of the State of Maine, and may take whatever action as may be necessary or desirable to collect the amount then due and thereafter to become due, to specifically enforce the performance or observance of any obligations, agreements or covenants of the nondefaulting party under this Agreement and any documents, instruments and agreements contemplated hereby or to enforce any rights or remedies available hereunder. Further, the non-defaulting party may elect to terminate this Agreement upon 30 days’ written notice to the defaulting party.

Section 5.3. Remedies Cumulative.

Subject to the provisions of Section 8.13 below concerning dispute resolution, no remedy herein conferred upon or reserved to any party is intended to be exclusive of any other available remedy or remedies but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law, in equity or by statute. Delay or omission to exercise any right or power accruing upon any Events of Default to insist upon the strict performance of any of the covenants and agreements herein set forth or to exercise any rights or remedies upon the occurrence of an Event of Default shall not impair any such right or power or be considered or taken as a waiver or relinquishment for the future of the right to insist upon and to enforce, from time to time and as often as may be deemed expedient, by injunction or other appropriate legal or equitable remedy, strict compliance by the parties hereto with all of the covenants and conditions hereof, or of the rights to exercise any such rights or remedies, if such Events of Default be continued or repeated.

ARTICLE VI EFFECTIVE DATE, TERM AND TERMINATION

Section 6.1. Effective Date and Term.

Notwithstanding any other provision of this Agreement, this Agreement is conditioned upon receipt of the Director's unconditional approval of the Town's designation of the District and adoption of the Development Program. Following execution and delivery of this Agreement, the Agreement shall not be or become binding and enforceable until receipt of such unconditional approval. Upon receipt of such approval, this Agreement shall remain in full force from the Effective Date of the Development Program and shall expire March 31, 2050 or sooner upon the payment of all amounts due to the Developer hereunder and the performance of all obligations on the part of the Town hereunder, unless even sooner terminated pursuant to Section 3.4 or any other applicable provision of this Agreement.

The Town may terminate this Agreement by delivering written notice of such termination to the Developer in the event that the Developer does not receive a certificate of occupancy for the project by June 30, 2023.

Section 6.2. Cancellation and Expiration of Term.

At the acceleration, termination or other expiration of this Agreement in accordance with the provisions of this Agreement, the Town and the Developer shall each execute and deliver such documents and take or cause to be taken such actions as may be necessary to evidence the termination of this Agreement.

ARTICLE VII ASSIGNMENT AND PLEDGE OF DEVELOPER'S INTEREST

Section 7.1. Consent to Pledge, Collateral Assignment Or Grant of a Security Interest.

The Town hereby acknowledges that the Developer may pledge, assign and grant a security interest in its right, title and interest in, to and under this Agreement as collateral for financing by a bank or financial institution to the Developer for the Project, although no obligation is hereby imposed on the Developer to make such assignment or pledge. Recognizing this possibility, the Town does hereby consent and agree to the pledge and assignment of and the grant of a security interest in all the Developer's right, title and interest in, to and under this Agreement and in, and to the payments to be made to the Developer hereunder, to third parties as collateral or security for indebtedness or otherwise, on one or more occasions during the term hereof. The Town agrees upon request to execute and deliver any assignments, pledge agreements, consents or other confirmations required by the prospective pledgee or assignee or secured party, including without limitation recognition of the pledgee or assignee or secured party as the holder of all right, title and interest herein and as the payee of amounts due and payable hereunder and any and all such other documentation as shall confirm to such pledgee or assignee or secured party the position of such assignee or pledgee or secured party and the irrevocable and binding nature of this Agreement, and provide to the pledgee or assignee such rights and/or remedies as the parties may reasonably deem necessary for establishing, perfection and protection of its interest

herein. The Developer shall be responsible for the Town's necessary and reasonable costs of counsel with respect to any such pledge or assignment.

Section 7.2. Transfer.

Except as specified in Section 7.1 hereof, the Developer shall not transfer or assign any portion of its rights in, to and under this Agreement without the prior written consent of the Town, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that the Developer may without the Town's consent assign this Agreement to a limited partnership whose general partner is an affiliate of the Developer; provided, however the Developer shall notify the Town of such assignment in writing.

**ARTICLE VIII
MISCELLANEOUS**

Section 8.1. Successors.

In the event of the dissolution, merger or consolidation of the Town or the Developer, the covenants, stipulations, promises and agreements set forth herein, by or on behalf of or for the benefit of such party shall bind or inure to the benefit of the successors and assigns thereof from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of such party shall be transferred.

Section 8.2. Parties-in-Interest.

Except as herein otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, firm or corporation other than the Town and the Developer any right, remedy or claim under or by reason of this Agreement, it being intended that this Agreement shall be for the sole and exclusive benefit of the Town and the Developer.

Section 8.3. Severability.

In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

Section 8.4. No Personal Liability of Officials of the Town.

(a) No covenant, stipulation, obligation or agreement of the Town contained herein shall be deemed to be a covenant, stipulation or obligation of any present or future elected or appointed official, officer, agent, servant or employee of the Town in his or her individual capacity, and no such person shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.

(b) No covenant, stipulation, obligation or agreement of the Developer contained herein shall be deemed to be a covenant, stipulation or obligation of any present or future officer, agent, servant or employee of the Developer in his or her individual capacity, and no official, officer, employee or agent of the Developer shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.

Section 8.5. Counterparts.

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same Agreement.

Section 8.6. Governing Law.

The laws of the State of Maine shall govern the construction and enforcement of this Agreement.

Section 8.7. Notices.

All notices, certificates, requests, requisitions or other communications by the Town or the Developer pursuant to this Agreement shall be in writing and shall be sufficiently given and shall be deemed given when mailed by first class mail, postage prepaid, addressed as follows:

If to the Town:

Town of Bridgton
3 Chase Street, Suite 1
Bridgton, Maine 04009
Attn. Town Manager

With a copy to:

Town Attorney?

If to the Developer:

Developers Collaborative Predevelopment LLC
100 Commercial St, Ste 414
Portland, ME 04101

With a copy to:

Maurice A. Selinger, III, Esq.
Curtis Thaxter LLC
P.O. Box 7320
Portland, ME 04112

Either of the parties may, by notice given to the other, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent hereunder.

Section 8.8. Amendments.

This Agreement may be amended only with the concurring written consent of both of the parties hereto.

Section 8.9. Records.

The Town shall maintain records which are adequate in all respects to make the calculation of Increased Assessed Value and Tax Increment Revenues required to calculate the deposits into the Development Program Fund hereunder, and shall provide to the Developer, upon request by the Developer, a summary of such calculations.

Section 8.10. Reserved.

Section 8.11. Integration.

This Agreement completely and fully supersedes all other prior or contemporaneous understandings or agreements, both written and oral, between the Town and the Developer relating to the specific subject matter of this Agreement and the transactions contemplated hereby.

Section 8.12. Reserved.

Section 8.13. Dispute Resolution.

In the event of a dispute regarding this Agreement or the transactions contemplated by it, the parties hereto will use all reasonable efforts to resolve the dispute on an amicable basis. If the dispute is not resolved on that basis within sixty (60) days after one party first brings the dispute to the attention of the other party, then either party may refer the dispute for resolution by one arbitrator mutually agreed to by the parties, and judgment on the award rendered by the arbitrator may be entered in any Maine state court having jurisdiction. Any such arbitration will take place in Portland, Maine or such other location as mutually agreed by the parties. The parties acknowledge that arbitration shall be the sole mechanism for dispute resolution under this Agreement. Provided however, that in the event the parties are unable to agree, within a reasonable period, on the selection of an arbitrator, either party may file suit to resolve the dispute in any court having jurisdiction within the State of Maine. This arbitration clause shall not bar the Town's assessment or collection of property taxes in accord with law, including by judicial proceedings, including tax lien thereof.

Section 8.14. Tax Laws and Valuation Agreement.

The parties acknowledge that all laws of the State now in effect or hereafter enacted with respect to taxation of property shall be applicable and that the Town, by entering into this Agreement, is not excusing any non-payment of taxes by the Developer. Without limiting the foregoing, the Town and the Developer shall always be entitled to exercise all rights and remedies regarding assessment, collection and payment of taxes assessed on the Developer's property. In addition, the Development Program makes certain assumptions and estimates regarding valuation, depreciation of assets, tax rates and estimated costs. The Town and the Developer hereby covenant and agree that the assumptions, estimates, analysis and results set forth in the Development Program shall in no way (a) prejudice the rights of any party or be used, in any way, by any party in either presenting evidence or making argument in any dispute which may arise in connection with valuation of or abatement proceedings relating to the Developer's property for purposes of ad valorem property taxation or (b) vary the terms of this Agreement even if the actual results differ substantially from the estimates, assumptions or analysis.

[remainder of page left blank intentionally—signatures begin on next page]

IN WITNESS WHEREOF, the Town and the Developer have caused this Agreement to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by the duly authorized officers, all as of the date first above written.

WITNESS:

TOWN OF BRIDGTON

By: _____
Robert A. Peabody, Jr., its Town Manager,

DEVELOPERS COLLABORATIVE
PREDEVELOPMENT LLC

By: _____
Kevin Bunker, its Manager

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EXHIBIT 1

Copy of District Map

MAINE STATE HOUSING AUTHORITY

APPLICATION

Affordable Housing Tax Increment Financing

The Municipal Affordable Housing Development Districts statute, 30-A M.R.S.A. §§5245 – 5250-G, referred to as the "TIF Statute" in this Application, applies to affordable housing tax increment financing in Maine. The TIF Statute provides that before a municipality's designation of an affordable housing development district and its adoption of the associated affordable housing development program for the district become effective, MaineHousing must review the proposed district and development program to ensure compliance with the TIF Statute.

All applications to MaineHousing for review of an affordable housing development district and its associated development program must be on this form and include all eight Attachments noted below.

Sections 1 and 2 below are in fillable PDF format and may be completed on-line. After you have completed Sections 1 and 2, please print the Application and sign where indicated in Section 1.

This Application, with Attachments 1 through 8, may be submitted to MaineHousing in one of two ways:

By e-mail to Don Guild sent to dguild@mainehousing.org, or

By mail to: Don Guild, MaineHousing, 353 Water Street, Augusta, Maine 04330

In this Application "district" means an affordable housing development district and "development program" means an affordable housing development program.

SECTION 1 – APPLICANT INFORMATION

1-1 Name of applicant city or town: Bridgton

1-2 Municipal official submitting this Application:

Robert A. Peabody, Jr.

Town Manager

Printed name

Title

3 Chase St, Suite 1, Bridgton, ME 04009

Mailing address

(207) 647-8786

Phone number

rpeabody@bridgtonmaine.org

E-mail address

The municipal official named above certifies that he/she has the authority to submit this Application to MaineHousing and further certifies that to the best of his/her knowledge, the information contained in this Application and its Attachments is true.

Signature

Date

1-3 Municipal official with authority to submit annual reports to MaineHousing on the status of the district:

Robert A. Peabody, Jr.

Town Manager

Printed name

Title

3 Chase St, Suite 1, Bridgton, ME 04009

Mailing address

(207) 647-8786

rpeabody@bridgtonmaine.org

Phone number

E-mail address

SECTION 2 – NOTICE AND HEARING

Before designating a district or adopting a development program, the municipal legislative body must

- (a) hold at least one public hearing,
- (b) publish notice of the hearing at least 10 days before the date of the hearing in a newspaper of general circulation in the municipality,
- (c) at the hearing, consider
 - (i) whether the district and development program will contribute to the expansion of affordable housing or the betterment of the health, welfare or safety of the residents,
 - (ii) any claim by a party that the district or development program will be detrimental to that party's property interests for which substantial evidence is produced, and whether any adverse economic effect is outweighed by the availability of affordable housing or the betterment of resident health, welfare or safety.

2-1 Date of public notice: _____

Attachment 1 – Newspaper Notice

*Include as **Attachment 1** a copy of the newspaper page showing the public notice and the newspaper name and date.*

2-2 Date of public hearing: _____

Attachment 2 – Public Hearing Record

Include as **Attachment 2** the record of the meeting at which the public hearing was held, certified by the municipal clerk.

Attachment 3 – Additional Documents

Include as **Attachment 3** all documentation submitted to, or prepared by, the municipality relating to items (c)(i) and (c)(ii) above.

SECTION 3 – MUNICIPAL APPROVAL

Conditions of municipal approval of district and development program

The TIF Statute sets out conditions for the designation of a district and adoption of a development program by a city or town. A municipality must designate a district and adopt a development program meeting these conditions.

To assist municipalities in ensuring that districts and development programs comply with the conditions of the TIF Statute, we have set out below a **Checklist in Appendix A** that can be used in designating a district and adopting a development program. The Checklist covers the conditions in the TIF Statute that need to be met in approving the district and development program. While MaineHousing does not require municipalities to fill in or follow the format of the Checklist, in reviewing a district and development program approved by a municipality, we will look for specific information in the Application materials (including the Attachments) the city or town submits to us showing compliance with all the conditions of the TIF Statute.

IMPORTANT NOTE: Because the TIF Statute defines a district as "a specified area within the corporate limits of a municipality that has been designated . . . to be developed" under a development program, a development program must, at a minimum, include new construction of affordable housing or rehabilitation of existing housing inside the district, or both. A municipality may not create a district for the sole purpose of capturing tax increment revenues that would result only from inflationary adjustments to property values with no development of new housing or rehabilitation of existing housing in the district.

Attachment 4 – Municipal Approval

Include as **Attachment 4** a copy of the order or resolution and vote of the municipal legislative body approving the district and development program, certified by the municipal clerk.

Attachment 5 – District Maps

Include as **Attachment 5** a municipal map and tax map showing the district boundaries.

Attachment 6 – Certification of Original Assessed Value of District

Include as **Attachment 6** a dated certification signed by the municipal assessor showing the original assessed value of the district. "Original assessed value" means the taxable assessed value of the district as of the March 31st before municipal approval of the district.

Attachment 7 – Development Program

*Include as **Attachment 7** a copy of the development program approved by the municipality's legislative body.*

Attachment 8 – Credit Enhancement or Other Agreement

*Include as **Attachment 8** a copy of the credit enhancement agreement or other tax increment revenue sharing agreement, whether or not executed.*

**See Appendix A below for
Checklist for Approval of District and Development Program**

Appendix A

Checklist for Approval of District and Development Program

The TIF Statute sets out conditions for the designation of a district and adoption of a development program by a city or town. A municipality must designate a district and adopt a development program meeting these conditions.

To assist municipalities in ensuring that districts and development programs comply with the conditions of the TIF Statute, we have set out below a **Checklist** that can be used in designating a district and adopting a development program. The Checklist covers the conditions in the TIF Statute that need to be met in approving the district and development program. While MaineHousing does not require municipalities to fill in or follow the format of the Checklist, in reviewing a district and development program approved by a municipality, we will look for specific information in the Application materials (including the Attachments) the city or town submits to us showing compliance with all the conditions of the TIF Statute.

☐ District description

- _____ Physical description of district
- _____ Municipal map showing district boundaries
- _____ Tax map showing district boundaries

☐ At least 25% of district acreage is suitable for residential use, blighted, or in need of rehabilitation/redevelopment

- _____ % acreage suitable for residential use
- _____ % blighted
- _____ % in need of rehabilitation/redevelopment
- _____ Physical description of district to support above
- _____ Zoning designation where district is located
- _____ Allowed uses in that zone

☐ District acreage divided by total municipal acreage is not more than 2%

- _____ Total district acreage
- _____ Total municipal acreage
- _____ District acreage as a percent of total acreage

- ☐ Total acreage of all existing and proposed development districts (affordable housing and DECD districts) in municipality divided by total municipal acreage is not more than 5%

_____ Total acreage of all development districts

_____ Total municipal acreage

_____ Total development district acreage as a percent of total acreage

- ☐ Original assessed value (OAV)* of district

_____ Dated certification signed by municipal assessor showing OAV amount and date

* OAV means the taxable assessed value of the district as of the March 31st before municipal approval of the district.

- ☐ OAV of all existing and proposed affordable housing development districts in the municipality divided by aggregate taxable property value as of the April 1st before MaineHousing approval is not more than 5%

_____ Aggregate OAV of existing and proposed districts

_____ Aggregate taxable property value as of the April 1st before MaineHousing approval

_____ Aggregate OAV as a percent of total taxable value

- ☐ Development program start and end dates

_____ First tax year (i.e., April 1 – March 31) of development program *

* May be any tax year specified in municipal approval. If none is specified, the development program will start during the tax year of approval.

_____ Last tax year of development program **

** Not more than 30 years after tax year of MaineHousing approval.

_____ Municipal fiscal year ***

*** Example: July 1 – June 30

- ☐ The development program meets an identified housing need in municipality

_____ Description of need

_____ Description of how development program meets need

_____ Number of new rental units to be constructed

- _____ Number of existing rental units to be rehabilitated
- _____ Number of new single-family homes, including condominiums, to be constructed
- _____ Number of existing single-family homes, including condominiums, to be rehabilitated

☐ District must be a primarily residential * development

- _____ Description of residential and non-residential uses in district and acreage of each
- _____ Description of accessory uses relating to residential use

* A district is primarily residential if the overall character of the uses in the district is residential. Residential uses include both housing and uses related to residential uses, such as recreational facilities and child care facilities available to the residents of the district and small-scale nonresidential uses that are intended to provide services primarily to the residents of the district.

☐ At least 33% of the housing units in the district must be affordable housing *

- _____ Number of affordable single-family owner-occupied homes, including condominiums, in district
- _____ Number of affordable rental units in district
- _____ Total number of housing units in district
- _____ Affordable housing units as a percent of total units

* Affordable housing is an owner-occupied single-family home or condominium or a rental unit for a household earning no more than 120% of area median income (AMI). The housing must be decent, safe and sanitary. Affordable housing does not include facilities such as emergency shelters, nursing homes, convalescent homes, hospitals, residential treatment facilities, correctional facilities, or student dormitories, regardless of income level. No purchase price limits on homes or rent restrictions on rental units are required to establish that a unit is affordable.

2015 AMI for counties and other designated areas in Maine can be found at http://www.huduser.org/portal/datasets/il/il15/Section8_IncomeLimits_Rev.pdf. After scrolling down to the Maine pages, use the information in the first column at "FY 2015 MFI: _____" for the county or other area of interest. Multiply that MFI figure by 120% to determine the maximum income level.

HUD updates AMI annually. 2015 AMI will remain in effect until HUD publishes AMI for 2016.

- ☐ Mechanism to ensure ongoing affordability of 33% of the housing units in district for required time

_____ Length of affordability period for owner-occupied single-family homes and condominiums *

* The minimum affordability period for single-family owner-occupied homes and condominiums is 10 years.

_____ Description of affordability mechanism for single-family owner-occupied homes and condominiums

_____ Length of affordability period for rental units **

** The minimum affordability period for rental units is 30 years.

_____ Description of affordability mechanism for rental units

A district may contain only homeownership units or only rental units or a combination of both, but a minimum of 33% of the total number of housing units in the district must be affordable for the required time, i.e., 10 or 30 years, depending on the housing type.

The affordable units can be fixed (particular units are subject to the affordability requirements and never change, i.e., those specific units must remain affordable during the applicable affordability period and other units cannot be substituted for them) or they can float (units initially designated as affordable may change over time and other affordable units can be substituted in their place) provided that at least 33% of the total number of housing units in the district are affordable housing at any given point in time.

Whether the units are rental or homeownership units, the affordability period begins to run when the units have been constructed or rehabilitated into decent, safe and sanitary housing and (i) are available for occupancy if the development is subject to a declaration of covenants and restrictions that requires the units to be affordable (i.e., restricted to households with income not exceeding 120% of AMI), or (ii) when the units are occupied by a household with income not exceeding 120% of AMI if the development is not subject to a declaration. The development program needs to include timing information on the development and availability for occupancy of the affordable units in the district. To comply with the TIF Statute's requirement that at least 33% of the housing units in the district be affordable housing, in a mixed-income development, the development program must provide for the construction/rehabilitation of the affordable units within a reasonable timeframe during the construction phase of the project and not leave them to the end of the project if the units will be made available for occupancy or sale as they are constructed or rehabilitated.

- ☐ Operation of housing and facilities in district

- _____ Description of how housing and facilities in the district will be operated after completion
- _____ Entity responsible for operation
- _____ Source of operating funds

☐ Specific planned uses of tax increment revenues from the district *

* See §5249 of the TIF Statute for eligible uses of tax increment revenues from the district.

IMPORTANT NOTE: Municipalities are cautioned that a broad recitation in a development program of all or substantially all the authorized project costs listed in the TIF Statute will not be accepted by MaineHousing.

A non-residential use included in a development program may be funded with tax increment revenues from the district, provided that the non-residential use contributes to a specific, identified improvement of the health, welfare or safety of the residents of the municipality, including a specific, identified benefit to the residents of the district, or to the expansion of affordable housing within the municipality. The district and development program must otherwise comply with the requirements of the TIF Statute, including the requirement that the district be a primarily residential development. Tax increment revenues may not be used to construct new "pure" commercial facilities within a district or to rehabilitate those facilities.

- _____ Description of each improvement, facility, program, or other activity included in the development program that may or will be funded in whole or in part with tax increment revenues *

* Include all intended uses and potential alternative uses.

- _____ List which of these improvements, facilities, programs, or other activities are inside the district

- _____ List which of these improvements, facilities, programs, or other activities are outside the district **

** To be funded with tax increment revenues, costs outside the district must be *directly related to or made necessary* by the creation or operation of the district. Include any supporting studies, research, estimates, and assumptions.

- _____ Amount of tax increment revenues to be used for each improvement, facility, program or other activity inside and outside the district ***

*** Only the proportion of costs outside the district that are *directly related to or made necessary* by the creation or operation of the district may be paid with tax increment revenues.

- _____ Amount and source of other funding for the development program
- _____ Timing of each planned improvement, facility, program, or other activity

- ☐ A municipality may use tax increment revenues from a district to establish a permanent housing development revolving loan fund or investment fund. *

- _____ A description of the fund, including type, purpose, operation, and provisions for repayment or return of fund proceeds to the fund
- _____ The timing of the establishment and use of the fund
- _____ The property to be purchased with investment fund proceeds and the housing to be developed with revolving loan fund proceeds and timing
- _____ The location of the property and the housing

* A permanent housing development revolving loan fund or investment fund must be used solely for the development of affordable housing as defined above.

Loans made from a revolving loan fund must be repaid to the municipality, and all loan repayments must be deposited into that loan fund and used for additional loans for the development of affordable housing. Loans may be made from the revolving loan fund for both new construction of affordable housing and the rehabilitation of existing housing.

Funds in an investment fund may be used only for the purchase of property by the municipality for the development of affordable housing by the municipality itself or by a developer to which the municipality sells or leases the property. All sales proceeds or rental revenues must be placed in the investment fund and used for additional purchases of property by the municipality for that purpose.

Creating a district around an existing residential area for the purpose of funding a revolving loan fund or investment fund still requires that there be some development of affordable housing within the district, whether new construction or the rehabilitation of existing housing, or both.

Because revolving loan funds and investment funds are capitalized with tax increment revenues resulting from the development of affordable housing in a district and proceeds disbursed from a loan or investment fund are required to be returned to the fund, it is not necessary for a municipality to make any further showing that costs of establishing a permanent housing development revolving loan fund or investment fund are directly related to or made necessary by the district.

- ☐ A financial plan showing for each year the development program will be in effect

- _____ An estimate of increased assessed value * of the district (including assumptions)

* Increased assessed value is the amount, if any, by which the current assessed value as of the most recent April 1st exceeds OAV.

_____ Amount or percent or method or formula for determining amount or percent of increased assessed value to be retained as captured assessed value ** and applied to pay development program costs and resulting tax increment ***

** Captured assessed value is the portion of increased assessed value that is used from year to year to finance the project costs authorized under the development program.

*** Tax increment means the municipal real estate taxes assessed on the increased assessed value of the property in the district.

_____ Calculation of estimated tax shifts showing the effect on the municipality's state revenue sharing, education subsidies, and county taxes resulting from creation of district and the capture of increased assessed value. ****

**** Use the tax shift formulas in **Appendix B** to this Application to calculate tax shifts.

_____ Allocation of total tax increment revenues from the district

_____ Portion * to be allocated to project owner

_____ Portion * to be allocated to municipality

* May be stated as a percent or amount or by formula.

_____ Copy of credit enhancement or other tax increment revenue sharing agreement (whether or not executed)

☐ Relocation plan for persons temporarily or permanently displaced by development activities

_____ Relocation plan description, or

_____ Statement that no relocation is necessary

☐ Description of environmental controls to be applied

_____ Statement regarding environmental controls, such as permitting and licensing or use of environmental mitigation measures during development and operation of district

☐ Development program consistent with comprehensive planning

_____ Date of comprehensive plan final adoption

_____ Statement of no conflict with comprehensive plan

_____ Statement indicating how development program complies with Maine law limiting growth-related capital investments (see 30-A M.R.S.A. §4349-A)

- ☐ District not in conflict with municipal charter

_____ Statement of no conflict with municipal charter

- ☐ **For municipal debt financing only:** Amount of public debt with maximum 30-year maturity to be incurred to finance development program costs

_____ Principal amount, maturity and type of each municipal debt issuance

_____ List of improvements inside the district * to be financed with municipal debt

<p>* Under §5250-D of the TIF Statute, municipal debt may be issued to finance only development program costs <u>inside</u> the district.</p>

Appendix B

Tax Shift Formulas

To calculate the state education subsidy tax shift: For fiscal year 2015 – 2016 and each subsequent fiscal year, the state education subsidy formula is based on the average of the certified state valuations for the three (3) most recent years prior to the most recently certified state valuation. The education tax shift is computed by comparing Maine Department of Education Form ED 279 for the municipality with and without retained captured assessed value. The difference in the actual education subsidy and the adjusted education subsidy represents the projected state education subsidy tax shift for that year.

To calculate the state revenue sharing tax shift: The first step in determining the revenue sharing tax shift is to obtain the total municipal revenue sharing amount from the State Treasurer. The five steps outlined in the following formula are then applied ("CAV" below means projected captured assessed value):

$$\text{Step 1: } \frac{\text{Municipal Population} \times \text{Local Property Tax Levied}}{\text{State Local Valuation}} = \text{Current Factor}$$

$$\text{Step 2: } \frac{\text{Municipal Population} \times \text{Local Property Tax Levied}}{\text{State Local Valuation} + \text{CAV}} = \text{Adjusted Factor}$$

$$\text{Step 3: } \frac{\text{Current Factor} = 1.X}{\text{Adjusted Factor}}$$

$$\text{Step 4: } 1.X - 1.0 = .X$$

$$\text{Step 5: } .X (\text{total municipal revenue sharing amount}) = \text{Revenue sharing tax shift}$$

To calculate the county tax shift: The steps in determining the county tax shift are as follows ("CAV" below means projected captured assessed value):

Step 1: Obtain the most recent County State Valuation from Maine Revenue Services.

Step 2: Determine the average CAV for the District over the life of the District.

Step 3: Determine the municipality's current share of the county tax:

$$\frac{\text{Current State municipal valuation}}{\text{Current State county valuation}}$$

Step 4: Determine what the municipality's share of the county tax would be if the new value from the District were added to the municipal valuation without the creation of the District:

$$\frac{\text{Current State municipal valuation} + \text{average new value}}{\text{Current State county valuation} + \text{average new value}} = \% \text{ of county tax shift}$$

- Step 5: Determine the estimated average annual county tax over the life of the District. To arrive at this number, determine the average change in county tax for the last five (5) years and the percentage increase projected to the middle of the District's life.
- Step 6: Multiply the projected tax from Step 5 by the percent of county tax shift from Step 4 to determine the county tax shift.

Laurie Chadbourne

From: Robert "Bob" Peabody, Jr.
Sent: Thursday, July 9, 2020 10:20 AM
To: Carmen E. Lone; G. Frederick Packard; Glenn "Bear" R. Zaidman; Liston "Lee" E. Eastman; Robert P. Murphy
Cc: Mary Jewett; Laurie Chadbourne; Georgiann M Fleck; Nikki Hamlin
Subject: FW: Minutes and Recommendation
Attachments: PPSC Minutes 7.2.20.pdf; Storybook Sign standards.pdf

Mary-

The Board will be meeting July 28th and this can be on the agenda.

Bob

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: Mary Jewett <mary@mainelakes.org>
Sent: Monday, July 6, 2020 12:46 PM
To: Robert P. Murphy <selectmanmurphy@bridgtonmaine.org>; Robert "Bob" Peabody, Jr. <rpeabody@bridgtonmaine.org>; 'Dan Edwards' <danartbarn@gmail.com>; David Madsen <DMadsen@bridgtonmaine.org>; Glenn "Bear" R. Zaidman <selectmanzaidman@bridgtonmaine.org>; Heather Rorer <conservation@lelt.org>; Leigh Hayes <lmachayes@gmail.com>; Mark Lagoda <marklagoda@gmail.com>; 'Me' <mary.jewett@gmail.com>; Richard Klausner <rklausn1@gmail.com>; Robert "Bob" Peabody, Jr. <rpeabody@bridgtonmaine.org>; stewardship@lelt.org
Subject: Minutes and Recommendation

Good morning all,

Thank you to everyone who was able to attend our meeting on Thursday. For those of you who were unable to make it we were able to approve a set of sign standards for the Storybook Trail in the park. The library would like to get their first book up ASAP so I hope the select board will accept our recommendation so they can move forward.

I have attached the minutes, which include the sign standards, to this email. I have also attached just the sign standards as a PDF, which can be shared with the select board.

Bear, Bob, or Bob, do you have an idea of when the standards may be approved by the select board, so I can give the library as much time as possible to get their story up?

Thank you,
Mary

Mary Jewett, Educator and CBI Coordinator
Lakes Environmental Association
230 Main Street
Bridgton, ME 04009
207-647-8580
www.minelakes.org

Pondicherry Park Stewardship Committee Meeting
July 2, 2020
Pondicherry Park

Present: Mary Jewett, LEA rep and committee chair) Jon Evans (LELT rep), Mark Lagoda, (Town rep), Leigh Hayes (LEA alt and committee clerk)

Not present: Dan Edwards (Town rep), Bob Peabody (Town Manager), Glen Zaidmann (Town rep) Bob Murphy (Selectboard liaison), Rick Klausner (LELT alt)

Sign Standards for Storybook Trail?

- Size: 11x17' (tabloid)
- Book must fit on the sign with no more than a 1" margin around the edges
- Must be monitored frequently, any damaged or missing signs must be replaced in a timely manner
- Signs may be displayed for no longer than two weeks
- Signs must be spaced evenly along the trail
- Signs can be any material and must be affixed to a wooden stake in the ground
- Signs should be placed parallel to trail when possible to minimize visible impact

By second book posting, PPSC expects books should be up to standard format.

Action: Committee recommends Selectboard accept standards so the Bridgton Public Library may proceed with installing storybook trail.

Tree Vandalism: Committee waiting for report from Public Service Director Dave Madsen.

Trail Conditions: Committee walked wettest section of trail system during today's meeting, which followed four consecutive days of rain. This section of the dog trail still needs attention with assistance from Public Service Director Dave Madsen as was discussed with him at June meeting. Mr. Madsen was supposed to schedule a walk with a committee member to assess the situation, but has failed to do so thus far.

Meeting adjourned: 5:35pm.

Respectfully submitted,
Leigh Hayes, Committee Clerk

Next meeting: Thursday, August 6, 5pm at the Dunning Bridge

Storybook Trail Sign Standards

- Size: 11x17' (tabloid)
- Book must fit on the sign with no more than a 1" margin around the edges
- Must be monitored frequently, any damaged or missing signs must be replaced in a timely manner
- Signs may be displayed for no longer than two weeks
- Signs must be spaced evenly along the trail
- Sign can be any material and must be affixed to a wooden stake in the ground
- Signs should be placed parallel to trail when possible to minimize visible impact

These standards were approved by the Pondicherry Park Stewardship Committee on Thursday, July 2

Laurie Chadbourne

From: Robert "Bob" Peabody, Jr.
Sent: Monday, July 20, 2020 9:32 AM
To: Laurie Chadbourne
Cc: Nikki Hamlin; Georgiann M Fleck
Subject: FW: Research on Marijuana Fees
Attachments: marijuana fee schedule nearby towns .doc; Fee research.pdf

For the agenda.

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: Erin O'Connor <eoconnor@bridgtonmaine.org>
Sent: Monday, July 20, 2020 9:23 AM
To: Robert "Bob" Peabody, Jr. <rpeabody@bridgtonmaine.org>; Georgiann M Fleck <gmfleck@bridgtonmaine.org>
Subject: Research on Marijuana Fees

Good Morning!

Please see attached Memo.

These are essentially all the towns we could find with fee schedules on adult and medical marijuana use. I have also attached the permitting forms from a few towns I added to the list so you guys could take a look, Hope this helps!

Erin O'Connor

Administrative assistant
Code Enforcement office
Town of Bridgton, ME
(207)803-9962
eoconnor@bridgtonmaine.org

TOWN OF BRIDGTON

MEMO

TO: ROBERT PEABODY, JR
CC: GEORGANNE FLECK
FROM: ERIN O'CONNOR
RE: ADULT USE/MEDICAL MARIJUANA FEE RESEARCH
DATE: 7/17/20

Town of Fairfield:

Retail store: \$1500
Manufacturing Facility: \$1,500
Testing Facility: \$1,500
Cultivation Facility:
 Tier 1- \$1,500
 Tier 2- \$2,500
 Tier 3- \$3,500
 Tier 4- \$4,500

City of South Portland:

Retail store: \$1,400
Manufacturing Facility: \$300
Testing Facility: N/A
Cultivation Facility: \$600
Medical Dispensary: \$1,400

Town of Lisbon:

Retail store: \$250
Manufacturing Facility: \$250
Testing Facility: \$250
Medical Dispensary: \$250

Town of Farmington: PROPOSED

Retail store: \$1,250
Manufacturing Facility: \$1,250
Testing Facility: \$500
Cultivation Facility:
 Tier 1: up to 30 mature plants (unlimited plants & seedlings) or up to 500 SF of plants
 by plant count- \$10/indoor only or in/out or \$5/out only
 by Square foot- \$250/indoor only or in/out or \$125/out only
 Tier 2: 501-2,000 SF of mature plant canopy- \$1,500/indoor only or in/out or \$750/out only
 Tier 3: 2,001-7,000 SF of mature plant canopy- \$5,000/indoor only or in/out or \$2,500/out only
 Tier 4: 7,001-20,000 SF of mature plant canopy- \$15,000/indoor only or in/out or \$7,500/out only
Nursery: not more than 1,000 SF of plant canopy per 28-B M.R.S \$175

Town of Damariscotta: PROPOSED

Retail store: \$1,500
Manufacturing Facility: \$500
Testing Facility: \$500
Cultivation Facility:
 Tier 1- ≤30 or ≤500 SF: \$500
 Tier 2- ≤2,000 SF: \$1,000
 Tier 3- ≤7,000 SF: \$1,500
 Tier 4- ≤20,000 SF: N/A
Nursery: ≤1,000 SF: \$500

Medical

Caregiver retail store: \$1,500
Manufacturing Facility: \$500
Testing Facility: \$500
Registered Dispensary: \$1,500

Town of Windham:

Adult use Store: \$2,500
Cultivation Facility: \$1,000
Manufacturing Facility: \$1,000
Reg. Caregiver/conducted onsite: \$300
Reg. caregiver/not on site: \$150
Registered Caregiver retail store: \$2,500
Testing Facility: \$1,000

Town of Poland:

Medical-

Storefront: \$500

Manufacturing: \$500

Testing Facility: \$500

Adult use-

Storefront: \$1,500

Manufacturing Facility: \$500

Testing Facility: \$500

Cultivation Facility:

Tier 1: ≤500 SF: \$500

Tier 2: ≤2000 SF: \$1,000

Tier 3: ≤7000 SF: \$1,500

Town of Gorham:

Manufacturing Facility: \$5,000

Nursery: capped at 1,000 SF- \$1,000

Cultivation Facility:

Tier 1: 0 to 500 SF: \$1,000

Tier 2: 501 to 2,000 SF: \$1,500

Tier 3: 2,001 to 7,000 SF: \$2,500

Tier 4: > 7,000 SF: \$5,000

Town of Fryeburg:

Adult use: \$250

Town of Lewiston:

Retail Storefront: \$5,000

Manufacturing Facility: \$2,500

Testing Facility: \$2,500

Registered dispensary: \$5,000

Nursery: \$1,000

Cultivation Facility:

Tier 1: 0 to 500: \$1,000

Tier 2: 501 to 2000: \$1,500

Tier 3: 2001 to 7,000: \$2,500

Tier 4: 7,001 to 20,000: \$5,000

Background check: \$21 per applicant



Town of Windham, Maine
Town Clerk's Office
8 School Road
Windham, ME 04062
(207) 892-1900

Marijuana Business License Application

Chapter 160 Town of Windham Marijuana Licensing Ordinance

State Law references: 30-A M.R.S.A. §3001, 22 M.R.S.A. §2429-D and 28-B M.R.S.A. §402

Date: _____ Applicant Name: _____

For Office Use Only

Date Received _____ Amount Received _____ Clerk's Initials _____

Type of Business (Check All That Apply):

☐ New ☐ Renewal

☐ **Adult Use Marijuana Store:** A facility licensed under 28-B MRS Chapter 1 to purchase adult use marijuana, immature marijuana plants and seedlings from a cultivation facility, to purchase adult use marijuana and adult use marijuana products from a manufacturing facility and to sell adult use marijuana, adult use marijuana products, immature marijuana plants and seedlings to consumers.

☐ **Marijuana Cultivation Facility:** A facility used to purchase marijuana plants and seeds from other cultivation facilities; to cultivate, prepare and package adult use marijuana; to cultivate medical marijuana that exceeds 1,000 square feet floor area; to sell marijuana to products manufacturing facilities, stores and to other cultivation facilities; and to sell marijuana plants and seeds to other cultivation facilities and immature marijuana plants and seedlings to marijuana stores. Cultivation facilities may be of the following types:

- (1) Tier 1 Marijuana Cultivation Facility. Not more than 500 square feet of plant canopy.
- (2) Tier 2 Marijuana Cultivation Facility. Not more than 2,000 square feet of plant canopy.
- (3) Tier 3 Marijuana Cultivation Facility. Not more than 7,000 square feet of plant canopy
- (4) Tier 4 Marijuana Cultivation Facility. Not more than 20,000 square feet of plant canopy

☐ **Marijuana Manufacturing Facility:** (1) a registered tier 1 or tier 2 manufacturing facility, as designated by state law, or a person authorized to engage in marijuana extraction under 22 MRS §2423- F; or (2) a facility licensed under M.R.S. 28-B, Subchapter 2 to purchase marijuana from a cultivation facility or another products manufacturing facility; to manufacture, label and package marijuana and marijuana products; and to sell marijuana and marijuana products to marijuana stores and to other products manufacturing facilities. (Annual fee \$300.00)

☐ **Marijuana Testing Facility:** A public or private laboratory that is authorized and accredited in accordance with state law for the research and analysis of marijuana, marijuana products or other substances for contaminants, safety or potency.

☐ **Medical Marijuana Registered Caregiver:** A person or an assistant of that person that provides care for a qualifying patient in accordance with state law and licensing and is registered with the state in accordance with state law.

☐ **Medical Marijuana Registered Caregiver (Home Occupation):** Medical Marijuana Registered Caregiver (Home Occupation). A person or an assistant of that person that provides care for a qualifying patient in accordance with state law and licensing and is registered with the state in accordance with state law and in accordance with the Home Occupation permitting and operational standards of this ordinance.

Town of Windham Marijuana Business License Application

☐ **Medical Marijuana Caregiver Retail Store:** A store that has attributes generally associated with retail stores, including, but not limited to, a fixed location, a sign, regular business hours, accessibility to the public and sales of goods or services directly to a consumer, and that is used by a registered caregiver to offer marijuana plants or harvested marijuana for sale to qualifying patients.

Name of Business: _____

Name of Corporation/LLC (if different): _____

Physical Address of Business (Must be in Windham): _____

Mailing Address of Business: _____

President or Individual Owner of Business (if a corporation, please provide a completed Management Affidavit, attached): _____

Owner's Mailing Address (if different from above): _____

Owner's Contact Numbers: _____

Owner's Email Address: _____

Emergency Contact Person (must be available 24/7): _____

Emergency Contact Telephone Numbers: _____

Emergency Contact Email Address: _____

Days & Hours of Operation:

Have you ever had a license for Marijuana Business suspended or revoked? If so, explain:

Have you ever been issued a notice of violation by any state or municipality related to a Marijuana Business? If so, explain:

TOWN OF WINDHAM
OWNERSHIP AFFIDAVIT FOR MARIJUANA BUSINESS LICENSE

I, _____, hereby state and affirm to the best of my knowledge, that the following individuals represent all owners, officers, members, managers or partners of the Applicant,

1. Name: _____
Position: _____
Current residence address: _____
Other residence addresses held in last three years (list address and dates of residency):

This person is over age 21.

2. Name: _____
Position: _____
Current residence address: _____
Other residence addresses held in last three years (list address and dates of residency):

This person is over age 21.

3. Name: _____
Position: _____
Current residence address: _____
Other residence addresses held in last three years (list address and dates of residency):

This person is over age 21.

4. Name: _____
Position: _____
Current residence address: _____
Other residence addresses held in last three years (list address and dates of residency):

This person is over age 21.

If any of the individuals named in this Affidavit have been (1) convicted of a crime arising from the operation of a Marijuana Business; or (2) convicted of selling marijuana, alcohol or any scheduled drug to a minor, please attach a document describing the date and nature of the offense as well as any penalties adjudged.

TOWN OF WINDHAM

OWNERSHIP AFFIDAVIT FOR MARIJUANA BUSINESS LICENSE

I hereby swear that the above information is true and correct to the best of my knowledge.

Print Name: _____

Date: _____

Personally appeared the above-named _____ and made oath that the foregoing statements are true.

Notary Public

My commission expires: _____

Town of Windham Marijuana Business License Application

Application Submission Requirements		Applicant	Staff
1	Complete license application form		
2	Payment of the application and education fees		
3	Copy of State License/ Conditional License / Caregiver registration (if received)		
4	Copy of State License Application (for Businesses other than Caregiver / Caregiver (home occupation)		
5	If not included in the Applicant's State License Application, attested copies of any articles of incorporation, bylaws, operating agreement, partnership agreement, or articles of association that govern the entity that will own and/or operate the Marijuana Business.		
6	Ownership affidavit		
7	Signed Background Check Release form		
8	Evidence of all land use approvals (Planning and/or Code Enforcement)		
9	Evidence of all other local approvals, including food or victualer's license		
10	A description and a floor plan of premises for which license is sought		
11	Copy of license(s) held for other Marijuana Business(es)		
12	Operations Plan (Adult Use Marijuana Stores and Medical Marijuana Caregiver Retail Stores only)		

License Fee: _____

Adult Use Marijuana Store - \$2,500

Marijuana Cultivation Facility - \$1,000

Marijuana Manufacturing Facility - \$1,000

Medical Marijuana Registered Caregiver - Cultivation conducted on site - \$300

Medical Marijuana Registered Caregiver (Home Occupation) - Cultivation not conducted on site - \$150

Medical Marijuana Caregiver Retail Store - \$2,500

Marijuana Testing Facility - \$1,000

Education fee: _____

40% of the license fee (minimum \$100)

Total: _____

Town of Windham Marijuana Business License Application

Have you ever been convicted of a criminal violation arising out of the operation of a Marijuana Business? If so, provide the date, jurisdiction, nature of the offense and any penalty(ies) assessed:

Have you, within 10 years of the date of this application, been convicted of selling marijuana, alcohol or scheduled drugs to a minor? If so, provide the date, jurisdiction, nature of the offense and any penalty(ies) assessed:

What interest do you have in the business premises for which licensure is sought (e.g. deed, lease, purchase and sale agreement, etc.)? Attach deed or lease if that is the source of your interest.

I certify all the information in this application form and accompanying materials is true and accurate to the best of my knowledge.

Signature

Date

The original signed copy of this application must be accompanied by:

- The required application and education fees.
- Two (2) collated submission packets, which must include the required information found in Section 160-6 of the Marijuana Business Licensing Ordinance.
 - The checklist below offers a brief description of these requirements for the purpose of determining the completeness of a submission. Please use the Ordinance for assembling the submission packets.
- Electronic submission in PDF format of all application submission requirements.

License Type	Fee
Background check	\$21 per applicant

Read the full ordinance [here](#)

When you are ready to proceed, please contact Planning and Code Enforcement at (207) 513-3125 or (207) 513-3007 TTY/TDD

Application procedure

Follow the steps outlined below:

[Previous](#)

Step 2: Completing the Application

[Next](#)

After meeting with Planning and Code Enforcement, you may pick up an application for a marijuana business license from the City Clerk. As part of the application, you will be required to submit the following attachments:

- A sketch showing the subject premises, including building footprint, interior layout with floor space to be occupied by the business and a parking plan. Must be drawn to scale with marked dimensions
- A copy of a City Tax Map or similar map to scale depicting the property lines of the premises and the property lines of other properties which could conflict with a marijuana business
- A description of odor control and security measures
- A copy of any proposed signs
- Corporation, Partnership, or LLC paperwork
- A copy of property deed and demonstration of right, title, or interest for use of the property as a marijuana business
- A copy of current valid ID
- A list of all states applicant(s) has lived in since the age of 18
- A copy of caregiver ID card issued by the State of Maine

WHEN YOU ARE READY, [CLICK HERE](#) TO ACCESS THE APPLICATION

Marijuana Business Information

***** NEW: Marijuana License Applications are now available online *****

[ACCESS THE FULL APPLICATION HERE](#)

Background

In December of 2019, Lewiston's City Council passed an ordinance pertaining to Adult Use and Medical Marijuana. The purpose of Lewiston's marijuana ordinance is to protect the public health, safety, and welfare of its residents and visitors by prescribing the manner in which the cultivation and distribution of marijuana can be conducted in the city.

The City of Lewiston allows marijuana businesses in specific zoning districts only. Be sure to speak with Planning and Code Enforcement before submitting an application to ensure that your location is in compliance with all zoning regulations and performance standards.

Fees

License Type	Fee
Retail store	\$5,000
Cultivation facility	Tier 1 (0 to 500) - \$1,000 Tier 2 (501 to 2000) - \$1,500 Tier 3 (2001 to 7000) - \$2,500 Tier 4 (7001 to 20000) - \$5,000
Manufacturing facility	\$2,500
Testing facility	\$2,500
Nursery	\$1,000
Registered dispensary	\$5,000

Town of Fryeburg

Permit Fee Schedule- revised 2/28/2020

Land Use Authorization- CEO	\$50
Land Use Authorization- Planning Board	\$150
Amended Land Use Authorization	\$75
Final Plan-Subdivision	\$200 + \$30 for each lot
Plan Revision-Subdivision	\$100
Variance	\$100
Administrative Appeal	\$100
Floodplain	\$50
Sign Permit	\$25
Temporary Banner/Sign Permit	n/a
Major Mass Gathering	\$250
Minor Mass Gathering	\$50
Special Amusement	\$100
Mobile Vending	\$100
Mobile Vending Renewal	\$25
Adult Use Marijuana	\$250
Liquor License	\$40 Administrative fee
Building	
Residential Finished	\$0.22 / sq. ft.
Residential Unfinished	\$0.18 / sq. ft.
Commercial Finished	\$0.25 / sq. ft.
Commercial Unfinished	\$0.25 / sq. ft.
Other Construction \$1,000-\$10,000	\$50
Other Construction \$10,000-\$15,000	\$75
Other Construction over \$15000, each additional \$1,000	\$5
Demolition	\$25
Solar Panels	\$0.15/ sq.ft.
Internal Plumbing	
Minimum fee with up to 4 fixtures	\$40, \$10 local admin fee
Individual fixtures, each, above 4 total	\$10.00
Hook up fee	\$10.00
Piping relocation with no new fixtures	\$10.00
Permit transfer	\$10.00
Subsurface Wastewater Disposal	
Engineered System	\$200, \$15 DEP surcharge, \$10 local admin fee
Non-engineered System	\$250, \$15 DEP surcharge, \$10 local admin fee
Primitive System	\$100, \$10 local admin fee
Separate Laundry/Greywater Disposal Field	\$35, \$10 local admin fee
Seasonal Conversion Permit	\$50, \$10 local admin fee
Variance- First time system	\$20.00
Alternative Toilet	\$50, \$10 local admin fee
Disposal Field- engineered	\$150, \$10 local admin fee
Disposal Field- non-engineered	\$150, \$10 local admin fee
Treatment Tank- engineered	\$80, \$10 local admin fee
Treatment Tank- non-engineered	\$150, \$10 local admin fee
Holding tank	\$100, \$10 local admin fee
Misc. Components	\$30.00
*** All fees will be doubled for work which began or was completed without a permit	
***Non-profit, charitable and civic organizations are exempt from Building Permit, Code Enforcement, Planning Board, and Appeals Board fees, but not internal plumbing and subsurface wastewater disposal permit fees. Schools are not to be considered exempt from the fees.	

Town of Poland, Maine - Fee Schedule

Annual Review Fee	\$25.00	
5 Year Gravel Pit Renewal	\$25 + PB fees	Follows Planning Board Process
BOARD OF APPEALS FEES		
Residential Appeal	\$150.00	Each
Non-residential Appeal	\$300.00	Each
Additional notifications	\$150.00	If delay is caused by applicant
ZONING ORDINANCE CHANGE CITIZEN INITIATED - NO VALID PETITION		
Language Change - Minor	\$200.00	Modify a subsection
Language Change - Major	\$350.00	Add a subsection or more
Map change	\$550.00	Requires re-drawing zoning map
MARIJUANA LICENSING FEES		
Medical Marijuana Storefront	\$500.00	Each License Annually
Medical Marijuana Manufacturing	\$500.00	Each License Annually
Medical Marijuana Testing Facility	\$500.00	Each License Annually
Adult Use Marijuana Storefront	\$1,500.00	Each License Annually
Adult Use Cultivation Facility		
Tier 1 (≤500 sq ft canopy)	\$500.00	Each License Annually
Tier 2 (≤2000 sq ft canopy)	\$1,000.00	Each License Annually
Tier 3 (≤7000 sq ft canopy)	\$1,500.00	Each License Annually
Adult Use Marijuana Manufacturing	\$500.00	Each License Annually
Adult Use Marijuana Testing Facility	\$500.00	Each License Annually

Amended this 21st day of May, 2019.

Town of Poland, Maine - Fee Schedule

Primitive System	\$100.00	N/A
Separate Grey Disposal Field	\$35.00	N/A
Seasonal Conversion	\$50.00	N/A
Variance (additional)	\$20.00	N/A
Alternative Toilet	\$50.00	N/A
DEP-Subsurface Wastewater Requirement	\$15.00	\$15.00
Septic System Design (Copy)	\$5.00	Per System Design (on file)
Other Components (Complete Pump Station, Piping, Other)	\$30.00	N/A
ROAD ENTRY AND CONSTRUCTION FEES		
Driveway/Road Entry Application	\$100.00	Plus fees below
Culvert – Town installed	\$250.00	Plus cost of culvert plus \$20 per linear ft.
STREET OPENING FEES		
Street Opening Application:	\$100.00	Plus fees below and Escrow Account if required
Paved Surface	\$5.75	per sq. yd.
Concrete Surface	\$7.75	per sq. yd.
All Other Surfaces	\$2.50	per sq. yd.
Granite Curbing	\$2.25	per L.F.
Bituminous Curbing	\$1.25	per L.F.
SIGNS		
Residential: First \$1,000.00 of cost of work - \$20.00; remaining cost of work - \$5.00 per \$1,000.00.		
Commercial: First \$1,000.00 of cost of work - \$20.00; remaining cost of work - \$10.00 per \$1,000.00.		
SITE REVIEW AND SHORELAND ZONING REVIEW FEES		
Application – Sketch Plans, Rough	\$75.00	Each application (no other fees) design
Application – Formal ³	\$150.00	Each application plus fees below
Approval Extension, Planning Board Approval Only	\$50.00	One extension only (no other fees)
Escrow, Minimum Amount	\$700.00	When required by Planning Board
Formal Shoreland Zoning Application	\$150.00	Approvals by the PB, Permits still Required
Auto Graveyards, Recycle Business	\$5.00	Per vehicle storage slot (parking space)
Junkyard, Storage Lots	\$1.50	Per ft ³ of outside storage
Towers - Residential: First \$1,000 of cost of work - \$20; remaining cost of work \$5 per \$1,000		
Towers - Commercial: First \$1,000 of cost of work - \$20; remaining cost of work \$10 per \$1,000		
1. <u>Reduced Fees</u> : The Planning Board may, upon application therefore, allow a reduced total site review fees to \$50.00 in any case which it determines that the work for which the permit is sought will be performed within the Shoreland Zone. The project shall be intended solely for the purpose of protecting a Great Pond, Stream, River, or other Natural Resources through the implementation of Conservation, Best Management Practices, or other environmental safeguards. Also, the project shall not result in the enlargement of any building or structure or an intensification of the existing use of the property.		
SUBDIVISION REVIEWS		
APPLICATION – Sketch Plans	\$75.00	Each application - No other fees
APPLICATION – Formal Plans	\$200.00	Each initial application plus fees below
APPLICATION – Required Subsequent Forms	No Fees	Includes final major application and submittal of mylars
Additional Notifications	\$175.00	Delay caused by applicant
Amendment Fee	\$175.00	First division change
Amendment Fee	\$135.00	Second and third division change
Extension Of Approval	\$100.00	Before approval expires
Publication & First Notification	\$200.00	
Planning Board Review Fee	\$500.00	For first three lots/units
Planning Board Review Fee	\$150.00	Each lot/unit after three
If an applicant requests more than three division changes, not requested by the Planning Board, in his/her original application, all fees for a new application shall be paid again.		
SURFACE & SUBSURFACE EXCAVATION (GRAVEL & BORROW PITS) FEES		

Marijuana Manufacturing Facility: \$5,000

Marijuana Cultivation Facility:

Tier 1: 0 to 500 SF of plant canopy: Annual Permit/Licensing Fee: \$1,000.

Tier 2: 501 to 2,000 SF of mature plant canopy: Annual License Fee: \$1,500.

Tier 3: 2,001 to 7,000 SF of mature plant canopy: Annual License Fee: \$2,500.

Tier 4: greater than 7,000 SF of mature plant canopy: Annual License Fee: \$5,000.

Nursery Cultivation facility: Annual License Fee: \$1,000 (Plant canopies of individual Nursery

Cultivations are capped at 1,000 SF, subject to the requirements and restrictions of State law.)

Renewal applicants for Marijuana Cultivation licenses may seek an increase to a higher tier if they comply with the requirements in this section and State law.

Section 18 - Enforcement

Violations

Any violations of this ordinance, including failure to comply with any conditions, may be enforced in accordance with 30-A M.R.S.A. §4452. Every day a violation exists constitutes a separate violation.

Commencement of any marijuana cultivation or manufacturing facility without a town license for same shall be a violation of this ordinance. Any party committing such a violation shall immediately cease operations, whether of a construction, renovation, or business nature, upon notification by the Code Enforcement Officer (CEO). Upon such CEO notification, the town can pursue fines and/or penalties under 30-A M.R.S.A. §4452.

Law enforcement officer and code enforcement

Law enforcement officers and the CEO may at any reasonable time conduct on-site inspections to ensure compliance with all applicable laws and conditions attached to license approvals and shall investigate all complaints of alleged violations of this ordinance.

Section 19 - Appeals

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

Lock Boxes shall be obtained and installed in coordination with the Gorham Fire Department.

Section 14 - Indemnification

By accepting a license issued pursuant to this Ordinance, the licensee waives and releases the Town, its officers, elected officials, employees, attorneys, and agents from any liability for injuries, damages, or liabilities of any kind that result from any arrest or prosecution of any Marijuana Establishment owners, operators, employees, clients, or customers for a violation of local, State or federal laws, rules, or regulations. By accepting a license issued pursuant to this Ordinance, the permittee/licensee agrees to indemnify, defend, and hold harmless the Town, its officers, elected officials, employees, attorneys, agents, and insurers against all liability, claims, and demands on account of any injury, loss or damage, including without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever arising out of or in any manner connected with the operation of a permitted/licensed Marijuana Establishment.

Section 15 - State Law

In the event the State of Maine adopts any additional or stricter law or regulation governing the cultivation or manufacturing of Marijuana, the additional or stricter regulation shall control the establishment or operation of any Marijuana Cultivation or manufacturing Facility in Gorham. Compliance with all applicable State laws and regulation shall be deemed an additional requirement for issuance or denial of any license under this Ordinance, and noncompliance with State laws or regulations shall be grounds for revocation or suspension of any license issued hereunder.

Section 16 – Advertisement and Public Hearing

- A. For new or renewal licenses requiring Town Council action the Council shall hold a public hearing.
- B. Prior to any public hearing held in accordance with this Ordinance, the application shall be advertised by posting notice in two (2) or more public places and advertising in a local newspaper, at least seven (7) days prior to the public hearing.

Section 17 – License Fees

Fees for a marijuana cultivation or manufacturing facility shall be as set forth in the fee schedule established by the Gorham Town Council and shall be paid annually.
All applications must be submitted with a \$500 fee.

If an application is approved, the following license fees must be paid before the Town will issue a license:

TOWN OF BRIDGTON

Broadband Assessment Ad Hoc Committee

CHARGE, MISSION, and AUTHORITY

NARRATIVE

The Broadband Assessment Ad Hoc Committee is being formed to research and assess technology, business model, investment model, and other such characteristics and impacts related to expanding and securing robust broadband access for residents and businesses of the town.

MISSION AND CHARGE

The Broadband Assessment Ad Hoc Committee acts as an advisory committee and resource to the Select Board. The Committee will work with other entities within the town government as necessary to carry out its charge to develop a multi-dimensional understanding of options and opportunities related to expanding broadband access throughout the town. Key elements of the Committee's mission include gathering and vetting information on technology, demand, locationality, speed and quality of service, accessibility, affordability, investment costs, public/private partnership opportunities, sustainability, and other impactful features of available broadband technology, existing service, and demand for service.

AUTHORITY

The Committee shall report to the Select Board at least once per month on their work and progress. As an advisory committee, the Broadband Assessment Ad Hoc Committee provides research, assessment, and if warranted, recommendations to the Board for consideration. The Community Development Director shall serve as staff for the Committee and is charged with research and assessment oversight. The Committee may request volunteers to assist in their efforts, however such persons are not considered voting members to the Committee. The Committee will through the course of their work engage with participants in the Community Development Director's broadband discussion group, which includes Bridgton residents, State and County officials, members of similarly formed committees and municipal officials in neighboring towns of Harrison, Denmark, and Naples, and other such towns as may join in the future, and broadband providers. The Committee may request additional authorization from the Select Board for specific activities.

PROCESS AND COMPLIANCE

Every member of the Committee shall comply with existing state law and the policies and procedures of the town including but not limited to the conduct and notice of meetings, the town's Ethics and Guidelines Policy, conflict of interest laws and the Town Personnel Policies.

MEMBERSHIP

The Committee shall be comprised of no less than 3 members and no more than 8 members. A Select Board member shall be a member of the Committee. A member of the Community Development Advisory Committee shall be a member of the Committee. The Community Development Advisory Committee will be requested to make such appointment at their next regular scheduled meeting upon committee ratification.

APPOINTMENTS

Members are appointed by the Select Board and will serve to the conclusion of the Committee's charge.

TOWN OF BRIDGTON | Broadband Ad Hoc Committee
CHARGE, MISSION, and AUTHORITY

Member Volunteer Roster

The following residents have volunteered to be on the Town of Bridgton Broadband Ad Hoc Committee:

Glenn Zaidman, Selectman

Georgiann Fleck, Deputy Town Manager

Doug and Kelly Gardner, Bridgton Resident

William Holmes, Bridgton Resident

Salmon Point Rev/Exp Summary 2020-2021

Projected Rev

Site Rental	156,722
Other	10,965
	<hr/>
	167,687

Projected Exp

Recreation	35,000
Operations	99,330
	<hr/>
	134,330

Profit/Loss	33,357
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Site Lease Fees 2021

		FY 2015	% Inc	FY 2016	% Inc	FY 2017	% Inc	FY 2018	% Inc	FY 2019	% Inc	FY 2020	% Inc	FY 2021	Revenues
Backsites	16	1,946.64	3%	2,005.04	3%	2,065	3%	2,127	3%	2,190	4%	2,280	3%	2,350	37,600.00
Lagoon	20	2,286.53	3%	2,355.13	3%	2,426	3%	2,499	3%	2,574	4%	2,680	5%	2,810	56,200.00
Water	14	2,780.91	3%	2,864.34	3%	2,950	3%	3,039	6%	3,221	4%	3,350	3%	3,450	48,300.00
Special	1	1,424.85	3%	1,467.60	3%	1,512	3%	1,557	3%	1,604	4%	1,670	3%	1,720	1,720.00
Rear	6	1,946.16	3%	2,004.54	3%	2,065	3%	2,127	3%	2,190	4%	2,280	3%	2,350	14,100.00
New	3							2,127	3%	2,190	4%	2,280	3%	2,350	7,050.00
	60														164,970
															8,249
															156,722

Vac 5%

Revenue
Budget Worksheet
July 1, 2020 - June 30, 2021

	2018 Actual	2019 Actual	2020 Budget	2020 YTD as of 3/31/2020	Town Manager Request	BOOS Approval
860 - Salmon Point Fees						
8600 Salmon Point Seasonal Rental	143,564	147,732	145,273	13,500	156,722	
8601 Salmon Point Waiting List	650	1,200		700	500	
<i>Non-refundable</i>						
8602 Salmon Point Visitor Fee	2,125	1,995	1,200	0	1,000	
7200 Salmon Point Short Term Rent	3,643	0		0	0	
8603 Salmon Point Boat Fee	8,750	8,375	6,500	950	6,500	
8604 Jet Ski Fee		625		0	0	
8605 Salmon Point Electrical Surcharge	2,128	542	0	0	600	
8606 Salmon Point Accessory Structure	1,488	1,197	1,185	0	1,185	
8607 Salmon Point Water Bill	280	200	280	200	280	
8608 Salmon Point Misc/Wash ETC	1,190	870	900	540	900	
8609 Misc. Rev.		50		27		
Final Totals	163,818	162,786	155,338	15,917	167,687	0
				Non-Lease	10,965	

BUDGET WORKSHEET
JULY 1, 2020 - JUNE 30, 2021

	2018 Actual	2019 Actual	2020 Budget	2020 YTD as of 3/31/2020	Town Manager Request	ROS Approval
Dept: 860 Salmon Point						
1 Payroll Expense	24,836	22,208	26,713	8,620	27,237	0
1-1010 Salary	16,786	16,995	16,577	8,620	16,577	
<i>07/01-10/09 (15 weeks), 05/01-06/30 (9 weeks) @ \$663.07/week; last week in April</i>						
1-1030 Part Time	8,050	5,213	10,136	0	10,660	
<i>07/01-10/09 (15 weeks), 05/01-06/30 (9 weeks) @ \$13.00/hour x 40 hours/week for 15 weeks and 20 hours per week for 9 weeks, 40 hours in April</i>						
2 Employee Benefits	1,890	1,679	2,044	659	2,084	0
2-2010 FICA	1,890	1,679	2,044	659	2,084	0
7.65%						
3 Supplies	3,722	4,733	3,960	631	2,150	0
3-3010 Office Supplies	385	0	300	0	100	
Cash register supplies, office supplies, issued permits						
3-3050 Small Equipment Purchase	1,519	3,468	1,600	0	500	
<i>Miscellaneous</i>						
3-3080 Postage	63	7	60	5	50	
Notices, etc.						
3-3310 Heating Fuel / Propane	653	498	500	162	500	
Showers and washer/dryer						
3-3999 Other Supplies	1,102	760	1,500	464	1,000	
Cleaning supplies, bathroom supplies, paint, protective gear						
4 Professional & Technical	5,811	35,373	11,316	5,385	9,266	0
4-4090 Legal Serv	0	18,110	2,500	-364	500	
<i>Legal counsel</i>						
4-4210 MedTst/PhyE	0	151	0	0	0	
4-4240 Lab Analysis						
	430	220	600	95	500	
<i>State testing required for public water system. Minimum of three tests per season.</i>						
4-4260 License/Permits	256	267	266	92	266	
<i>State Drinking Water license</i>						

BUDGET WORKSHEET

JULY 1, 2020 - JUNE 30, 2021

	2018 Actual	2019 Actual	2020 Budget	2020 YTD as of 3/31/2020	Town Manager Request	ROS Approval
Dept: 860 Salmon Point						
4-4280 Contracted Services	5,125	16,625	7,950	5,562	8,000	
Tree removal, septic pumping						
5 Property Services	26,324	25,795	24,688	33,374	21,338	0
5-5010 Equipment Repairs	3,404	448	3,000	1,585	2,000	
Manager's unit; water system						
5-5060 Grounds Maintenance		8,460	5,000	19,867	2,500	
Common Area Improvements						
5-5110 Electricity	12,024	12,868	13,000	9,807	13,000	
Included in rental fee						
5-5118 Capital Exp	5,658	0	0	0	0	
5-5150 Telephone	951	950	960	710	960	
Landline and internet @ \$80/mo.						
5-5160 Cell Phone	627	599	628	145	628	
Verizon Wireless \$54/mo						
5-5200 Contracted Trash	3,660	2,470	2,100	1,260	2,250	
TICE WASTE MANAGEMENT - \$2,250 for the season						
6 Other Service	609	156	0	0	0	0
6-6160 Advertising	0	156		0	0	
6-6190 Mileage	609	0	0	0	0	0
7 Property & Capital	24,812	24,379	0	0	0	0
7-7998 Depreciation	24,812	24,379				

BUDGET WORKSHEET

JULY 1, 2020 - JUNE 30, 2021

	2018 Actual	2019 Actual	2020 Budget	2020 YTD as of 3/31/2020	Town Manager Request	BCS Approval
Dept: 860 Salmon Point						
9 Other Items	60,814	62,788	74,472	63,796	72,255	0
9-9800 Dep to Reserves		0	10,000	0	0	
9-9900 Transfers Out	60,814	62,788	64,472	63,796	72,255	0
Town Manager				15%	\$ 16,454	
Public Services Director				15%	\$ 13,133	
Finance Officer				5%	\$ 2,955	
Finance Clerk				10%	\$ 4,713	
					\$ 37,255	
Recreation Funding					35,000	
Recreation funding (\$35,000)-approved at Town Meeting as in-coming revenue						
TOTALS	148,818	177,111	143,193	112,466	134,330	0

TOWN OF BRIDGTON

MEMO

TO: Board of Selectmen
FROM: Laurie L. Chadbourne, Town Clerk
RE: Business License Applications
DATE: July 21, 2020

▪ **Hannaford Supermarket**

Hannaford Bros. Co., LLC

109 Portland Road

Victualer's License Renewal

Impact statements were returned and approved:

☒ CEO ☒ Fire ☒ Police ☒ Tax Collector ☒ Town Clerk

▪ **Depot Street Tap House**

Carrye Castleman-Ross

18B Depot Street

Victualer's License Renewal

Impact statements were returned and approved:

☒ CEO ☒ Fire ☒ Police ☒ Tax Collector ☒ Town Clerk

CERTIFICATE OF COMMITMENT OF SEWER USER RATES COMMITMENT #239

To: Robert A. Peabody, Jr., the Treasurer of the Municipality of Bridgton, Maine.

We the undersigned municipal officers of the municipality of Bridgton, hereby certify and commit to you a true list of the sewer rates established by us pursuant to 30-M.R.S. § 3406 for those properties, units and structures required by local and State Law to pay a sewer rate to the municipality, for the period beginning 1 February 2020 and ending 30 April 2020. This list is comprised of 3 pages which are attached to this certificate. The date on which the rates included in this list are due and payable is August 15, 2020. You are hereby required to collect from each person named in the attached list, his or her respective amount as indicated in the list; the sum-total being \$14,476.24. You are hereby required to charge interest at a rate of 6.0% per annum on any unpaid account balance. You are hereby authorized to collect these rates and any accrued interest by any means legally available to you under State Law.

Given under our hands this 14th day of July 2020.

Liston E. Eastman, Chairman

Glenn R. Zaidman, Vice-Chairman

Carmen Lone

Robert P. Murphy

G. Frederick Packard

Billing Edit Report

Seq	Previous	Current	Cons	Water	Sewer	Total	Acct	Name	Location
Book # 2									
*1	99500	102300	2800	0.00	295.32	295.32	258	WALLACE, RYAN A 0022-0100	4 WALKER ST.
*2	241700	241700	0	0.00	98.80	98.80	286	MACLEAN, DONALD HAY 0023-0142	5 CHURCH ST.
*3	28200	28600	400	0.00	112.76	112.76	426	OBERG, PETER W 0023-0018	132 MAIN ST.
*4	121500	122100	600	0.00	317.34	317.34	294	WARD, JUSTIN A 0023-0027	140 MAIN ST.
*5	128100	128100	0	0.00	296.40	296.40	296	MCIVER PROPERTIES LLC 0023-0028	144 MAIN ST.
*6	3200	3200	0	0.00	98.80	98.80	709	OBERG, PETER W 0023-0029	148 MAIN ST.
*7	13600	13700	100	0.00	102.29	102.29	298	OBERG, PETER W 0023-0030	150 MAIN ST.
*8	22700	22900	200	0.00	105.78	105.78	300	ORCHARD VIEW, LLC 0023-0031	154 MAIN ST.
*9	2800	2800	0	0.00	98.80	98.80	734	FOSTER JR., KERMIT G 0023-0033	158 MAIN ST.
*10	1530	1630	100	0.00	102.29	102.29	301	HOMESTEAD FARM GROUP, LLC 0023-0032	156 MAIN ST.
*11	135500	146135	10635	0.00	766.36	766.36	302	CHUN YANG, INC. 0023-0034	160 MAIN ST.
12	6000	6000	0	0.00	0.00	0.00	784	FOSTER JR., KERMIT G 0023-0035	2 ELM ST.
*13	18800	18900	100	0.00	102.29	102.29	303	FOSTER, P COLLEEN 0023-0035A	2 ELM ST.
*14	33100	33200	100	0.00	102.29	102.29	720	FOSTER JR., KERMIT G 0023-0035	2 ELM ST.
*15	106200	107100	900	0.00	130.21	130.21	334	MURCH, KIM I 0023-0094	13 IREDALE ST.
*16	711400	716700	5300	0.00	678.97	678.97	337	TOWN OF BRIDGTON 0023-0093-OTL	3 CHASE ST.
*17	40700	41200	500	0.00	215.05	215.05	342	MOORE, BEVERLY A 0023-0092	2 IREDALE ST.
*18	17500	17800	300	0.00	109.27	109.27	359	STOVER, KENNETH A 0023-0090	4 HARRISON RD.
*19	640600	641100	500	0.00	98.80	98.80	360	NORWAY SAVINGS BANK 0024-0038	1 HARRISON RD.
*21	135500	137700	2200	0.00	768.38	768.38	362	TRAN, ANDY 0023-0089	270 MAIN ST.
*22	284400	294200	9800	0.00	836.02	836.02	364	MAGUIRE, GEORGE E. & AMY J.-TRUSTEES OF THE WALES 0023-0086	260 MAIN ST.
*23	39300	39300	0	0.00	98.80	98.80	365	TRAN, ANDY 0023-0087	262 MAIN ST.
*24	53100	53100	0	0.00	98.80	98.80	366	TRAN, VAN MY & ANDY & QUACH, LINH NGOC 0023-0088	264 MAIN ST.
*25	122200	127900	5700	0.00	791.73	791.73	367	HRONARAKIS, MARINIS 0023-0085	256 MAIN ST.
*26	11918	13290	1372	0.00	1,332.28	1,332.28	369	PONDICHERRY PROPERTIES, LLC 0023-0108	257 MAIN ST.

* = Override

Billing Edit Report

Seq	Previous	Current	Cons	Water	Sewer	Total	Acct	Name	Location
Book #	2								
*27	92900	96100	3200	0.00	506.88	506.88	370	MAGUIRE, GEORGE E., TRUSTEE OF THE 263 MAIN STREET 0023-0107	261 MAIN ST.
*28	93700	93700	0	0.00	98.80	98.80	371	MCIVER PROPERTIES LLC 0023-0105	271 MAIN ST.
*29	3200	3200	0	0.00	98.80	98.80	373	MACDONALD PROPERTIES L.P. 0023-0106	267 MAIN ST.
*30	40000	40000	0	0.00	98.80	98.80	702	MCIVER PROPERTIES LLC 0023-0105	271 MAIN ST.
*31	93700	93700	0	0.00	98.80	98.80	704	MCIVER PROPERTIES LLC 0023-0105	271 MAIN ST.
*32	18700	22320	3620	0.00	323.94	323.94	376	BHOP PIZZA, LLC 0023-0083	248 MAIN ST.
*33	26645	27350	705	0.00	321.00	321.00	377	WOHLMUTH, KIRK M 0023-0082	244 MAIN ST.
*34	16905	16905	0	0.00	197.60	197.60	378	DILLER, DAVID P III 0023-0081	240 MAIN ST.
*35	39700	39700	0	0.00	98.80	98.80	379	HEATHROW CORPORATION 0023-0109	247 MAIN ST.
*36	30700	31000	300	0.00	109.27	109.27	382	KEYBANK NATIONAL ASSOCIATION 0023-0079	232 MAIN ST.
*37	183000	187200	4200	0.00	344.18	344.18	383	IT WAS ALL A DREAM LLC 0023-0114	233 MAIN ST.
*38	344700	346900	2200	0.00	274.38	274.38	406	REN-BRO, INC. 0023-0128	151 MAIN ST.
*39	406300	408500	2200	0.00	669.58	669.58	409	SNAPDRAGON, LLC. 0023-0137	9 DEPOT ST.
*40	4525	4830	305	0.00	109.44	109.44	411	PIKE, KELLY 0023-0136	1 DEPOT ST.
*41	1262700	1270200	7500	0.00	656.95	656.95	789	SNAPDRAGON, LLC. 0023-0137	9 DEPOT ST.
*42	45560	46850	1290	0.00	637.82	637.82	412	COOL C AND EASY E LLC 0023-0134	18B DEPOT ST.
*43	23800	24700	900	0.00	229.01	229.01	806	MAIN ECO PROPERTIES, LLC 0023-0131	8 DEPOT ST.
*44	139700	140600	900	0.00	327.81	327.81	415	C & P NEW HORIZONS, LLC 0023-0133	16 DEPOT ST.
*45	82900	82900	0	0.00	197.60	197.60	417	MOTEL, PETER J. 0023-0135	20 DEPOT ST.
*46	3270	3365	95	0.00	892.52	892.52	808	VIVO, LLC 0023-0134A	18A DEPOT ST.
*47	5635	6485	850	0.00	128.46	128.46	272	THE CARRY ALL CORNER, LLC 0023-0148	2 COTTAGE ST.
*48	3690	3735	45	0.00	297.97	297.97	4116	THE CARRY ALL CORNER, LLC 0023-0148	2 COTTAGE ST.
Book 2 Total:				0.00	14,476.24	14,476.24			
Total:				0.00	14,476.24	14,476.24			

Consumption Report

----- Sewer -----										
Book	SEWER	RESRV	EDU	4	5	6	7	8	9	Total
2	69,417	0	0	0	0	0	0	0	0	69,417
Total:	69,417	0	0	0	0	0	0	0	0	69,417

Calculation Summary Report

<u>Water</u>		<u>Sewer</u>	
Override	0.00	Override	0.00
Flat	0.00	Flat	0.00
Units	0.00	Units	12,053.60
Consumption	0.00	Consumption	2,422.64
Miscellaneous	0.00	Miscellaneous	0.00
Adjustments	0.00	Adjustments	0.00
Tax	0.00	Tax	0.00
Total	0.00	Total	14,476.24

User Category Summary

Category	<u>Water</u> Count	Cons	Amount	Category	<u>Sewer</u> Count	Cons	Amount
				1 SEWER METER	47	69417	14,476.24

CERTIFICATE OF COMMITMENT OF SEWER USER RATES COMMITMENT #240

To: Robert A. Peabody, Jr., the Treasurer of the Municipality of Bridgton, Maine.

We the undersigned municipal officers of the municipality of Bridgton, hereby certify and commit to you a true list of the sewer rates established by us pursuant to 30-M.R.S. § 3406 for those properties, units and structures required by local and State Law to pay a sewer rate to the municipality, for the period beginning 1 January 2020 and ending 31 March 2020. This list is comprised of 2 pages which are attached to this certificate. The date on which the rates included in this list are due and payable is August 15, 2020. You are hereby required to collect from each person named in the attached list, his or her respective amount as indicated in the list; the sum-total being \$8,057.22. You are hereby required to charge interest at a rate of 6.0% per annum on any unpaid account balance. You are hereby authorized to collect these rates and any accrued interest by any means legally available to you under State Law.

Given under our hands this 14th day of July 2020.

Liston E. Eastman, Chairman

Glenn R. Zaidman, Vice-Chairman

Carmen Lone

Robert P. Murphy

G. Frederick Packard

Billing Edit Report

Seq	Previous	Current	Cons	Water	Sewer	Total	Acct	Name	Location
Book #	1								
*1	1452900	1459200	6300	0.00	1,504.27	1,504.27	198	HILL STREET TERRACE HOUSING CORPORATION 0014-0077	42 WAYSIDE AVE.
*2	11700	11800	100	0.00	102.29	102.29	206	WHERE ITS AT LLC 0023-0019	4 NULTY ST.
*3	27500	27900	400	0.00	112.76	112.76	207	BRIDGTON PUBLIC LIBRARY 0023-0145	1 CHURCH ST.
*4	117100	119500	2400	0.00	972.96	972.96	208	HAYES JR., ALLEN S 0023-0015	112 MAIN ST.
*5	22660	22885	225	0.00	304.25	304.25	209	HEBB, HENRY; ETAL 0023-0146	109 MAIN ST.
*6	214500	218100	3600	0.00	224.44	224.44	210	HAYES JR., ALLEN S 0023-0014	118 MAIN ST.
*7	152400	156400	4000	0.00	633.60	633.60	211	108 MAIN STREET, LLC 0023-0012	108 MAIN ST.
*9	222100	224500	2400	0.00	676.56	676.56	213	BROWN, C N 0022-0094	93 MAIN ST.
*10	20465	21070	605	0.00	1,206.71	1,206.71	217	CHALMERS BROTHERS, LLC 0022-0092	88 MAIN ST.
*11	2400	2400	0	0.00	197.60	197.60	219	EVERGREEN, JUDITH A 0022-0096	63 MAIN ST.
*13	17616	21755	4139	0.00	539.65	539.65	220	WILE, TIMOTHY S 0022-0090	76 MAIN ST.
*14	75800	76200	400	0.00	211.56	211.56	785	C & P NEW HORIZONS, LLC 0022-0091	82 MAIN ST.
*15	7585	7585	0	0.00	98.80	98.80	221	EVERGREEN, JUDITH A 0022-0097	59 MAIN ST.
*16	156100	159800	3700	0.00	1,018.33	1,018.33	225	LAKE VIEW SUITES, LLC 0022-0099	2 WALKER ST.
*17	33570	34570	1000	0.00	133.70	133.70	4091	THE CARRY ALL CORNER, LLC 0023-0147	103 MAIN ST.
*18	11220	11820	600	0.00	119.74	119.74	4092	THE CARRY ALL CORNER, LLC 0023-0147	103 MAIN ST.

Book 1 Total: 0.00 8,057.22 8,057.22

Total: 0.00 8,057.22 8,057.22

Consumption Report

- - - - Sewer - - - -										
Book	SEWER	RESRV	EDU	4	5	6	7	8	9	Total
1	29,869	0	0	0	0	0	0	0	0	29,869
Total:	29,869	0	0	0	0	0	0	0	0	29,869

Billing Edit Report

Calculation Summary Report

<u>Water</u>		<u>Sewer</u>	
Override	0.00	Override	0.00
Flat	0.00	Flat	0.00
Units	0.00	Units	7,014.80
Consumption	0.00	Consumption	1,042.42
Miscellaneous	0.00	Miscellaneous	0.00
Adjustments	0.00	Adjustments	0.00
Tax	0.00	Tax	0.00
Total	0.00	Total	8,057.22

User Category Summary

Category	<u>Water</u>	Cons	Amount	Category	<u>Sewer</u>	Cons	Amount
	Count				Count		
				1 SEWER METER	16	29869	8,057.22

Carry Forward Requests FY 20 to FY 21

Department	Acct #	Name	Purpose	Amount	Justification
Police Depart	031-7-7300	Vehicles	Cruiser	\$ 31,731	Encumbered; totalled cruiser
Fire Dept	032-3-3050	Small Equipment	Steering & parts	\$ 1,429	Boat parts chngover
Fire Dept	032-3-3170	Breathing App	Test & repair scba	\$ 1,391	repaired and needs to be tested
Fire Dept	032-3-4230	Preventive Med	Vacinations	\$ 352	Increased membership
Fire Dept	032-5-5010	Equip Repair	Prop/cage	\$ 3,114	Encumbered; rebuild prop & cage on boat
Fire Dept	032-5-5050	Build Repair	Complete projects	\$ 6,780	Install 4 door closures, door, electrical, wall, ceiling
Fire Dept	032-6-6210	Recruit/Retention	Awards dinner	\$ 2,255	Moved to fall due to COVID-19
Community Dev	014-1-1020	Salaries	Admin Assistant	\$ 39,068	Administrative Assistant approved by SB 04-1-1020
Revenues		CDBG Admin	Admin Assistant	\$ 30,000	Administrative Assistant approved by SB 04-1-1020
Revenues		Legal Fee Reimb	Admin Assistant	\$ 5,000	Administrative Assistant approved by SB 04-1-1020
Insurances	291-6-6070	Workers Comp	Premium audit	\$ 25,548	Add'l premium for wc audit & add'l clerical position
Employee Benefits	292-2-2040	HRA	HIP	\$ 5,030	Transfer to Health Incentive Program
Other Gen Gov't	029-9-9010	Contingency	Contingency	\$ 38,520	Unexpected expenses
Pondicherry Park	076-5-5060	Grounds Maint	Grounds Maint	\$ 35,435	Tree removal; boardwalk repair
Public Works	051-3-3210	Culverts	Culverts	\$ 14,654	Anticipation of replacing culverts
Public Works	051-3-3211	Salt	Salt	\$ 31,353	Unpredictable weather & cost
Public Works	051-3-3212	Gravel	Gravel	\$ 20,556	Install gravel due to heavy rains
Vehicle Maint	052-3-3330	Tires/Tubes	Tires	\$ 10,396	Replacing cruiser tires due to change in size
Cemetery	073-7-7010	Land	Expansion	\$ 7,000	Still negotiating purchase
Capital Expend	294-6-6250	Cap Promo/Mkt	Marketing	\$ 29,225	Marketing Bridgton
Capital Expend	294-7-7500	Road/Sidewalk	Construction/Repair	\$ 38,150	Contruction/paving/repair
Capital Expend	294-7-7501	Paving	Street paving	\$ 244,740	Complete paving projects
Capital Expend	294-7-7502	Lower Main St	Rebuild Project	\$ 215,607	Encumbered; project not completed
TOTAL				\$ 837,334	

Town of Bridgton
SPECIAL TOWN MEETING
Tuesday, August 25, 2020

State of Maine

County of Cumberland, ss

TO: Phillip A. Jones, a resident of the Town of Bridgton.

Greetings: In the name of the State of Maine, you are hereby required to notify and warn the voters of the Town of Bridgton in said County and State, qualified by law to vote in town affairs to meet at the Town Hall located on North High Street in said Town on Tuesday, the 25th day of August at 8:00 o'clock in the forenoon to 8:00 o'clock in the evening to vote on Article 1 through Article 2 [A person who is not registered as a voter may not vote at the Town Election].

Article 1. To elect a Moderator to preside at said meeting and to vote by written ballot.

Article 2. To elect the following Town Officers by secret ballot as required by 30-A MRS §2528:
(1) Selectman/Assessor/Overseer of the Poor; 3-year term
RUN-OFF ELECTION TO BREAK TIE VOTE FROM JULY 14, 2020 ELECTION

Given under our hands on this 28th day of July 2020.

Municipal Officers/Board of Selectmen:

_____	/ Liston E. Eastman
_____	/ Glenn R. Zaidman
_____	/ Carmen E. Lone
_____	/ George Frederick Packard

A true copy of the warrant,

Attest: _____
Laurie L. Chadbourne, Town Clerk