



THREE CHASE STREET, SUITE #1
BRIDGTON, MAINE 04009

Phone- 207-647-8786
Fax- 207-647-8789

MEMO

FROM: Nikki L. Hamlin, Executive Secretary
TO: Bridgton Board of Selectmen
Liston Eastman, Chairman, Glenn Zaidman, Vice Chairman
Carmen Lone, Fredrick Packard, Paul Tworog
Robert A. Peabody, Jr, Town Manager
Georgiann M. Fleck, Deputy Town Manager
RE: Bid Results; Tax Acquired Property, 123 Raspberry Ln.
DATE: September 17, 2020

The receipt of bids was closed on **Thursday, September 17th at 2:00 p.m.** There were five citizens present and 4 citizens connected via GoToMeeting for the bid opening. Georgiann M. Fleck, Deputy Town Manager, opened all sealed bids and read them aloud, concluding the bid at 2:04 p.m. To follow are the bids received and their amounts:

Name	Address	Phone #	E-mail	Bid Amount
John Booker	71 Waterford Road Harrison, ME 04040	415-1317	Not Provided	\$ 157,700.00
Peter Webb	78 Raspberry Ln Bridgton, ME 04009	491-8528	Peterwebb1964@gmail.com	\$ 112,500.00
Sebago Sailing c/o Maura Mulcahy	108 Raspberry Ln Bridgton, ME 04009	647-4400	Maura.mulcahy@gmail.com	\$ 101,501.00
George Arsenault	45 Stonehedge Drive Bridgton, ME 04009	647-5963	Dflanig1@maine.rr.com	\$ 82,000.00
Steven Orgo	440 Sycamore Ave Shrewsbury, NJ 07702	732-245-6567	Steve.Orgo@gmail.com	\$ 80,000.00
Jeffrey Frey & Eric Whissmann	37 Whitney Road Bridgton, ME 04009	671-2678	JeffreyAFrey@gmail.com	\$ 76,000.33
Mark Lopez	438 Commons Dr Bridgton, ME 04009	603-479-9095	MarkLopez@comcast.net	\$ 67,125.00

The bids will be reviewed and awarded at the Board of Selectmen's meeting scheduled for **Tuesday, September 22nd at 5:00 p.m.**

Thank you,
Nikki L. Hamlin
Executive Secretary

**TOWN OF BRIDGTON
PURCHASE AND SALE AGREEMENT
FOR PURCHASE OF TAX-ACQUIRED PROPERTY**

THIS AGREEMENT ("agreement") is by and between the Town of Bridgton, a Maine body corporate and politic having a mailing address of 3 Chase St., Suite 1, Bridgton, Maine 04009 ("seller") and John Booker, with a mailing address of:

71 Waterford Road, Harrison, ME 04040 ("buyer").

WHEREAS, seller has acquired, by property tax lien foreclosure, an interest in certain real property located at 123 Raspberry Ln, Bridgton, Cumberland County, Maine, being Tax Map 6, Lot 24 J-11 (the "premises"); and

WHEREAS, this agreement represents the buyer's bid for the premises and the seller shall have the right to reject this offer, or to accept it by execution and delivery hereof, all in accordance with the bidding terms.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1.) **Agreement:** Subject to the terms and conditions hereof, seller agrees to convey to buyer, and buyer agrees to acquire from seller, all of seller's right, title and interest in and to the premises, in accordance with the terms of this agreement. The premises shall be conveyed together with all improvements, fixtures, and personal property located thereon as of the date of this agreement.

2.) **Purchase Price:** The purchase price for the premises shall be: One-Hundred, Fifty-Seven Thousand, Seven-Hundred Dollars (\$157,700.00) (the "purchase price"), which amount is no less than the minimum required bid of Fifty-Thousand Dollars (\$50,000.00), payable as follows:

a. The entire purchase price, subject to the credits and prorations set forth herein, shall be paid to the Seller by wire transfer, cashier's check, or certified bank check at the closing; and

b. In addition, Twenty-Thousand, Five-Hundred Dollars (\$20,500.00) has been paid as a deposit (the "deposit") to Seller. The successful bidder's deposit will be credited against the purchase price.

3.) **Closing:** The closing on the transfer of the premises from seller to buyer, and payment of the purchase price, shall occur on the tenth (10th) day following the date of execution of this agreement by seller (said date of execution of this agreement by seller being hereinafter referred to as the “Effective Date of this Agreement”), to be conducted at **10:00 a.m.** at the office of Seller’s attorney, Drummond Woodsum, **84 Marginal Way, Suite 600, Portland, Maine 04101** (the “closing”), or such other time and place as may be otherwise agreed to by seller and buyer. Buyer shall be responsible for paying its portion of Maine transfer tax owed on the purchase of the premises.

4.) **As-is where-is:** Buyer acknowledges that the premises are being sold, and buyer shall accept possession of the premises as of the closing, “as is, where is, with all faults” with no right of setoff or reduction in the purchase price except as otherwise set forth in this agreement and that seller, its employees, and agents have made no verbal or written representations, warranties, promises or guarantees (whether express, implied, statutory or otherwise) to buyer with respect to the premises, including without limitation warranties relating to title, fitness, habitability, status of utilities, occupancy or location of property markers. Buyer is responsible for conducting its own title research and other due diligence.

5.) **Default:** Should seller fail to close for any reason other than a buyer default, buyer may elect to terminate this agreement and receive a refund of the deposit as its sole remedy at law or in equity. Should buyer fail to fulfill buyer’s obligations hereunder, seller may employ all legal and equitable remedies, including without limitation, termination of this agreement by notice to buyer thereof and retention of the deposit.

6.) **Acceptance by Seller:** The parties acknowledge that the buyer has submitted this agreement in response to the seller’s request for public sealed bids for the purchase of tax-acquired property, and that buyer’s offer may be rejected or accepted. If buyer’s offer is accepted, seller shall execute and deliver this agreement, by email, mail or hand delivery, to the buyer, no later than **Friday, October 2, 2020**, otherwise this offer shall lapse and be of no further force and effect and the deposit shall be returned to the buyer within twenty-one (21) days of such date. This agreement shall not be effective unless and until it has been duly executed and delivered by seller.

7.) **Notices:** Except where expressly stated otherwise, any notice relating in any way to this agreement shall be in writing and shall be delivered to the other party by (a) registered or certified mail, return receipt requested, (b) overnight by a nationally recognized courier, or (c) hand delivery obtaining a receipt therefore, addressed to the parties as follows, and such notice shall be deemed delivered the business day when delivered. Either party may, by such manner of notice, substitute persons or addresses for notice other than those listed below.

To Seller: Name: Town of Bridgton
Attn: Robert Peabody, Jr., Town Manager
3 Chase Street, Suite 1
Bridgton, ME 04009
Email: rpeabody@bridgtonmaine.org
Phone: (207) 647-8786

To Buyer: Name: John Booker
Address: 71 Waterford Road
Harrison, ME 04040
Email: _____
Phone: (207) 415-1317

8.) **Counterparts:** This Agreement may be executed in counterparts, each of which when so executed and delivered shall be an original, but which together shall constitute one and the same instrument. Signatures delivered by fax or email shall be as effective as an original.

9.) **Days:** Except as expressly set forth otherwise herein, the term “days” used herein shall mean calendar days, provided however, that if the date for performance of any action under this agreement shall fall on a weekend or a holiday on which banks in the state of Maine are closed, such deadline shall be the next business day thereafter.

10.) **Disclosures:** Buyer acknowledges receipt of the following disclosures, if any:

None

11.) **Miscellaneous:** This agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors and assigns. Headings are for convenience of reference only and have no independent legal significance. This agreement may not be modified, waived or amended except in a writing signed by the parties hereto. No waiver of any breach or term hereof shall be effective unless made in writing signed by the party having the right to enforce such a breach, and no such waiver shall be construed as a waiver of any subsequent breach. Any and all prior and contemporaneous discussions, undertakings, agreements and understandings of the parties are merged in this agreement, and any exhibits referenced herein, which alone fully and completely express their entire agreement. It is expressly understood and agreed that time is of the essence with respect to this agreement. If any term or provision of this agreement or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this agreement, or the application of such term or provision to persons or circumstances other than those as to which this agreement is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this agreement shall be valid and be enforced to the fullest extent permitted by law. This agreement shall be governed by and construed and enforced in accordance with the laws in effect in the State of Maine.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the dates set forth below:

BUYER:

Printed Name

Date of Buyer Execution

Signature

SELLER: TOWN OF BRIDGTON

Representative Printed Name

Date of Seller Execution

Signature

**Affidavit Correct Local Government Record
(5 M.R.S.A § 95-B)**

City/Town of Bridgton

Now comes Robert A. Peabody, who, being duly sworn, deposes and say as follows: (NAME)

1. I am the Tax Collector of the City/Town of Bridgton
(POSITION)

2. I am responsible for the preparation of 2019 Tax Commitment, which is a local
(NAME OF RECORD)
government record within the scope of 5 M.R.S.A § 95 et seq.

3. On or about 07/09/2019 I prepared a 2019 Tax Commitment, and it has come to my
(DATE) (RECORD)
attention that said record contains an error/omission, specifically:
the incorrect Original Assessed Value was used to calculate the TIF Financing Plan

(IDENTIFY THE ERROR/OMISSION & BRIEFLY EXPLAIN HOW IT OCCURRED)

4. The record should properly state see Amended Tax Rate Calculator Form
(STATE CORRECT INFORMATION)

5. I make this affidavit in order to correct the error or omission identified above.

Date: 09/22/2020

(SIGNATURE)

Robert A. Peabody

(PRINTED NAME)

STATE OF MAINE

Cumberland, SS
(COUNTY)

Personally appeared before me the above-named Robert A. Peabody, who swore that the facts recited in the foregoing affidavit are true of his/her own knowledge or were stated to be on information and belief he/she has such information and believes it to be true and reliable: and who executed the same in my presence.

Date: 09/22/2020

(NOTARY PUBLIC/ATTORNEY)

MY COMMISSION EXPIRES: _____

(PRINTED NAME)

ASSESSORS' CERTIFICATION OF ASSESSMENT

WE HEREBY CERTIFY, that the pages herein, numbered from 1 to _____ inclusive, contain a list and valuation of Estates, Real and Personal, liable to be taxed in the Municipality of Bridgton for State, County, District, and Municipal Taxes for the fiscal year 07/01/2019 to 06/30/2020 as they existed on the first day of April 2019.
mm/dd/yy mm/dd/yy

IN WITNESS THEREOF, we have hereunto set our hands at Bridgton, this
22nd day of September, 2020 municipality

_____ Municipal Assessor(s)

MUNICIPAL TAX ASSESSMENT WARRANT

State of Maine Municipality Bridgton County Cumberland

To Robert A. Peabody Jr., Tax Collector

In the name of the State of Maine, you are hereby required to collect of each person named in the list herewith committed to you the amount set down on said list as payable by that person.

Assessments:

1. County Tax	\$ 728,506	
2. Municipal Appropriation	\$ 7,116,458	
3. TIF Financing Plan Amount	\$ 247,095.87	
4. Local Education Appropriation	\$ 9,631,664	
5. Overlay Not to Exceed 5% of "Net To Be Raised"	\$ 59,413.62	
6. Total Assessments		\$ 17,783,137.49

Deductions:

7. State Municipal Revenue Sharing	\$ 231,717	
8. Homestead Reimbursement	\$ 212,454.02	
9. BETE Reimbursement	\$ 7,506.53	
10. Other Revenue	\$ 2,235,660	
11. Total Deductions		\$ 2,687,337.55
12. <u>Net Assessment for Commitment</u>		\$ 15,095,799.95

(line 6 minus line 11)

You are to pay to Robert A. Peabody Jr., the Municipal Treasurer, or to any successor in office, the taxes herewith committed, paying on the last day of each month all money collected by you, and you are to complete and make an account of your collections of the whole sum on or before 12/31/2020.
mm/dd/yy

In case of the neglect of any person to pay the sum required by said list until after 08/15/2019, 11/15/2019, 02/15/2020 & 5/15/2020;

you will add interest to so much thereof as remains unpaid at the rate of 6 percent
per annum, commencing 08/16/2019, 11/16/2019, 02/16/2020 & 5/16/2020; to the time of payment,
and collect the same with the
mm/dd/yy
tax remaining unpaid.

Given under our hands, as provided by a legal vote of the Municipality and Warrants received pursuant to the Laws of the State of Maine, this 09/22/2020.
mm/dd/yy

_____ Assessor(s) of: Bridgton

CERTIFICATE OF COMMITMENT

To Robert A. Peabody Jr., the Collector of the Municipality of Bridgton, aforesaid.

Herewith are committed to you true lists of the assessments of the Estates of the persons wherein named; you are to levy and collect the same, of each one their respective amount, therein set down, of the sum total of \$15,095,799.95 (being the amount of the lists contained herein), according to the tenor of the foregoing warrant.

Given under our hands this 09/22/2020.
mm/dd/yy

_____ Assessor(s) of: Bridgton

Complete in Duplicate. File original with Tax Collector. File copy in Valuation Book

**CERTIFICATE OF ASSESSMENT TO BE RETURNED TO MUNICIPAL TREASURER
STATE OF MAINE**

County of Cumberland, ss.

We hereby certify, that we have assessed a tax on the estate, real and personal, liable to be taxed in the Municipality of Bridgton for the fiscal year

07/01/2019 to 06/30/2020, at 15 mils on the dollar, on a total
mm/dd/yy mm/dd/yy

taxable valuation of \$1,006,386,663.

Assessments:

1. County Tax	\$ 728,506	
2. Municipal Appropriation	\$ 7,116,458	
3. TIF Financing Plan Amount	\$ 247,095.87	
4. Local Education Appropriation	\$ 9,631,664	
5. Overlay Not to Exceed 5% of "Net To Be Raised"	\$ 59,413.62	
6. Total Assessments		\$ 17,783,137.49

Deductions:

7. State Municipal Revenue Sharing	\$ 231,717	
8. Homestead Reimbursement	\$ 212,454.02	
9. BETE Reimbursement	\$ 7,506.53	
10. Other Revenue	\$ 2,235,660	
11. Total Deductions		\$ 2,687,337.55
12. <u>Net Assessment for Commitment</u>		\$ 15,095,799.95

(line 6 minus line 11)

Lists of all the same we have committed to Robert A. Peabody Jr., Tax Collector of said Municipality, with warrants in due form of law for collecting and paying the same to Robert A. Peabody Jr., Municipal Treasurer of said Municipality, or the successor in office, on or before such date, or dates, as provided by legal vote of the Municipality and warrants received pursuant to the laws of the State of Maine. (Title 36 MRSA, section 712)

Given under our hands this 09/22/2020.

mm/dd/yy

Municipal Assessor(s)

Complete in Duplicate. File original with Treasurer. File copy in Valuation Book
PTA 201 (04/13)

2019 ENHANCED BETE MUNICIPAL TAX RATE CALCULATION FORM

Municipality: Bridgton - Amended

Data entry fields

BE SURE TO COMPLETE THIS FORM BEFORE FILLING IN THE TAX ASSESSMENT WARRANT

1. Total taxable valuation of real estate	1	\$987,842,455		
		<small>(must match MVR Page 1, line 6)</small>		
2. Total taxable valuation of personal property	2	\$18,544,208		
		<small>(must match MVR Page 1, line 10)</small>		
3. Total taxable valuation of real estate and personal property (Line 1 plus line 2)	3		\$1,006,386,663	
			<small>(must match MVR Page 1, line 11)</small>	
4. (a) Total exempt value for all homestead exemptions granted	4(a)	\$22,661,762		
(b) Homestead exemption reimbursement value	4(b)	\$14,163,601		
5. (a) Total exempt value of all BETE qualified property	5(a)	\$1,000,870		
		<small>(must match MVR Page 2, line 15c)</small>		
(b) Enhanced BETE exemption reimbursement value	5(b)	\$500,435		
6. Total valuation base (Line 3 plus line 4(b) plus line 5(b))	6		\$1,021,050,699	
<u>ASSESSMENTS</u>				
7. County tax	7	\$728,506.00		
8. Municipal appropriation	8	\$7,116,458.00		
9. TIF financing plan amount	9	\$247,095.87		
		<small>(must match MVR Page 2, line 16c + 16d)</small>		\$6,013.65 to General Fund
10. Local education appropriation (Local share/contribution) (Adjusted to municipal fiscal year)	10	\$9,631,664.00		
11. Total appropriations (Add lines 7 through 10)	11		\$17,723,723.87	
<u>ALLOWABLE DEDUCTIONS</u>				
12. Anticipated state municipal revenue sharing	12	\$231,717.00		
13. Other revenues: All other revenues that have been formally appropriated to be used to reduce the commitment such as excise tax revenue, tree growth reimbursement, trust fund or bank interest income, appropriated surplus revenue, etc. (Do Not Include any Homestead or BETE Reimbursement)	13	\$2,235,660.00		
14. Total deductions (Line 12 plus line 13)	14		\$2,467,377.00	
15. Net to be raised by local property tax rate (Line 11 minus line 14)	15		\$15,256,346.87	
16. \$15,256,346.87 x 1.05 = \$16,019,164.21 Maximum Allowable Tax <small>(Amount from line 15)</small>				
17. \$15,256,346.87 ÷ \$1,021,050,699 = 0.01494 Minimum Tax Rate <small>(Amount from line 15)</small> <small>(Amount from line 6)</small>				
18. \$16,019,164.21 ÷ \$1,021,050,699 = 0.01569 Maximum Tax Rate <small>(Amount from line 16)</small> <small>(Amount from line 6)</small>				
19. \$1,006,386,663.00 x 0.01500 = \$15,095,799.95 Tax for Commitment <small>(Amount from line 3)</small> <small>(Selected Rate)</small> <small>(Enter on MVR Page 1, line 13)</small>				
20. \$15,256,346.87 x 0.05 = \$762,817.34 Maximum Overlay <small>(Amount from line 15)</small>				
21. \$14,163,601 x 0.01500 = \$212,454.02 Homestead Reimbursement <small>(Amount from line 4b.)</small> <small>(Selected Rate)</small> <small>(Enter on line 8, Assessment Warrant)</small>				
22. \$500,435 x 0.01500 = \$7,506.53 BETE Reimbursement <small>(Amount from line 5b.)</small> <small>(Selected Rate)</small> <small>(Enter on line 9, Assessment Warrant)</small>				
23. \$15,315,760.49 = \$15,256,346.87 = \$59,413.62 Overlay <small>(Line 19 plus lines 21 and 22)</small> <small>(Amount from line 15)</small> <small>(Enter on line 5, Assessment Warrant)</small>				

(If Line 23 exceeds Line 20 select a lower tax rate.)

Results from this completed form should be used to prepare the Municipal Tax Assessment Warrant,
Certificate of Assessment to Municipal Treasurer and Municipal Valuation Return.

Town of Bridgton 9-22-2020 Supplemental Commitment

account	map/lot	owner1	new land	new building	new exempt	new real net	new real tax	Reason	Sup #
RE 4382	0052-0018R	Hall, Richard & Shelley	\$2,252	\$0	\$0	\$2,252	\$33.67	The original tax bill was sent to the w	2020 - 1
RE 2090	0014-0031A-0019	Barbour, Nan & Bussey, Lisa S	\$50,000	\$131,807	\$0	\$181,807	\$2,718.01	The original tax bill was sent to the w	2020 - 2
RE 2060	0014-0049-0009	Record, Jared C & Emmanuelle V	\$44,060	\$227,347	\$23,750	\$247,657	\$3,702.47	The original tax bill was sent to the w	2020 - 3
RE 4047	0043-0013	Carr, Joseph & Cathleen	\$0	\$227,935	\$0	\$227,935	\$3,407.63	The buildings were missed in the origi	2020 - 4
RE 3357	0025-0024	Ogrodnik-Prentice, Kathryn, Tamar E &	\$31,096	\$48,276	\$0	\$79,372	\$1,186.61	The original tax bill was sent to the w	2020 - 5
RE 3179	0023-0106	McIver Properties LLC	\$43,608	\$0	\$0	\$43,608	\$651.94	The original tax bill was sent to the w	2020 - 6
RE 3743	0035-0006-0020	Bridgton Marina	\$0	\$20,849	\$0	\$20,849	\$311.69	The original tax bill was sent to the w	2020 - 7
RE 293	0003-0044A	Masters, Deborah L	\$33,354	\$0	\$0	\$33,354	\$498.64	The original tax bill was sent to the w	2020 - 8
RE 5974	0003-0044C	Masters, Dana J.	\$41,600	\$133,844	\$23,750	\$151,694	\$2,267.83	The original tax bill was sent to the w	2020 - 9
					Totals	\$988,528	\$14,778.49		

SUPPLEMENTAL TAX CERTIFICATE

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

We, the undersigned, Assessors of the Municipality of Bridgton, hereby certify that the foregoing list of estates and assessments thereon, recorded in page 1 through 1 of this book, were either invalid, void or omitted by mistake from our original invoice and valuation and list of assessments dated the 22nd day of September, 2020, that these lists are supplemental to the aforesaid original invoice, valuation and list of assessments dated the 22nd day of September, 2020, and are made by virtue of Title 36, Section 713, as amended.

Given under our hands this 22nd day of September, 2020.

MUNICIPAL ASSESSOR(S)

Liston E. Eastman, Chairman

Glenn R. Zaidman, Vice Chairman

Carmen E. Lone

Paul A. Tworog

G. Frederick Packard

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

SUPPLEMENTAL TAX WARRANT

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

County of Cumberland

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

GREETINGS:

Hereby are committed to you a true list of the assessments of the estates of the persons hereinafter named. You are hereby directed to levy and collect each of the persons named in said list his respective portion, therein set down, of the sum of: **Fourteen thousand seven hundred seventy eight dollars and forty nine cents (\$14,778.49)**, it being the amount of said list; and all powers of the previous warrant for the collection of taxes issued by us to you and dated 22nd day of September, 2020 are extended thereto; and we do hereby certify that the list of assessments of the estates of the persons named in said list is a supplemental assessment laid by virtue of Title 36, Section 713, as amended and the assessments and estates thereon as set forth in said list were either invalid, void or omitted by mistake from the original list committed unto you under our warrant dated 22nd day of September, 2020.

Given under our hands this 22nd day of September, 2020.

MUNICIPAL ASSESSOR(S)

Liston E. Eastman, Chairman

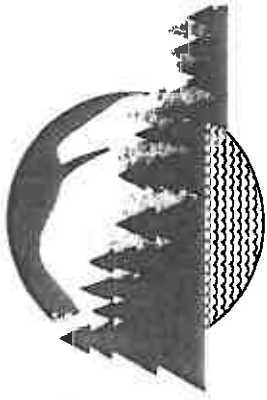
Glenn R. Zaidman, Vice Chairman

Carmen E. Lone

Paul A. Tworog

G. Frederick Packard

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



MEMORANDUM

TOWN OF BRIDGTON Assessing Office

3 Chase St., Ste. 1; Bridgton, Maine 04009; Phone 207-647-8786 Fax 207-647-8789

We are requesting the Assessors/Selectmen to approve the tax abatements listed below as recommended. The reasons and amounts for the individual tax abatements vary and are supported by the table. Individual letters to the taxpayers listed will be sent upon your signature of approval at the bottom of the page.

Tax Year	Type	Account #	Map/Lot	Owner	Abated Value	Abated Tax	Reason
2020	RE	5859	0009-0027F-0027	Davidson, Susan J.	5,700	\$85.22	The Veteran's Exemption was missed in the original commitment.
2020	RE	5865	0009-027F-0033	Filippini, Alfred A & Kathleen O	23,750	\$355.06	The Homestead Exemption was missed in the original commitment.
2020	RE	127	0002-0014	Jordan, Vance	23,750	\$355.06	The Homestead Exemption was missed in the original commitment.
2020	RE	1903	0014-0005-OS	McAfee, Linda D	23,750	\$355.06	The Homestead Exemption was missed in the original commitment.
2020	RE	46	0001-0020A	Zajonc, David J	5,700	\$85.22	The Veteran's Exemption was missed in the original commitment.
2020	RE	799	0006-0032-0008	Thibodeau, Lawrence & Stephanie	28,175	\$421.22	The building value was adjusted to reflect completion as of 4/1/2020.
2020	RE	5625	0002-0034-0003	Peabody, Wayne D & Leslie A	226,955	\$3,392.98	The building is not on this lot.
2020	RE	4382	0052-0018R	Casey, Timothy & Barbara	2,252	\$22.52	The original tax bill was sent to the wrong owner.
2020	RE	2090	0014-0031A-0019	Record, Jared C & Emmanuelle V	158,057	\$2,362.95	The original tax bill was sent to the wrong owner.
2020	RE	2060	0014-0049-0009	Webb, Michael W & Joanne B	241,957	\$3,617.26	The original tax bill was sent to the wrong owner.
2020	PP	94	PP 94	PNC Equipment Finance, LLC	14,240	\$212.89	The BETE Exemption was missed in the original commitment.
2020	RE	5309	0013-0036B-0001	Gagnon Property Management, LLC	15,424	\$230.59	The site improvement and fw/footer value were adjusted.
2020	PP	611	PP 611	EPN Investments, LLC	10,000	\$149.50	The business was closed prior to 4/1/2020.
2020	RE	3357	0025-0024	Knowlton, Bruce M & Lynn R	79,372	\$1,186.61	The original tax bill was sent to the wrong owner.
2020	RE	3179	0023-0106	MacDonald Properties L.P.	43,608	\$651.94	The original tax bill was sent to the wrong owner.
2020	RE	3743	0035-0006-0020	Pierce, Lewis K	20,849	\$311.69	The original tax bill was sent to the wrong owner.
2019	PP	52	PP 52	Bader, Richard	6,930	\$103.95	The business was closed prior to 4/1/2019.
2020	RE	293	003-0044A	Masters, Dana J.	33,354	\$498.64	The original tax bill was sent to the wrong owner.
2020	RE	5974	0003-0044C	Masters, Deborah L.	193,294	\$2,889.75	The original tax bill was sent to the wrong owner.
2020	RE	2134	0015-0036A	Chaine, Michael & Janine	4,140	\$61.89	The lot size was corrected from 1.29 acres to .45 acres.
				GRAND TOTALS	1,161,257	\$17,361.14	

The attached list of tax abatements are approved by the Bridgton Assessors/Selectmen on September 22, 2020.

Liston E. Eastman, Chairman

Paul A. Tworog

Glenn R. Zaidman, Vice Chairman

G. Frederick Packard

Carmen E. Lone

CERTIFICATE OF COMMITMENT OF SEWER USER RATES COMMITMENT #243

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

Attached is a true list of the sewer rates established by us pursuant to 30-M.R.S. § 3406 for those properties, units and structures on **Route 2**, required by local and State Law to pay a sewer rate to the municipality, for the **period beginning 1 June 2020 and ending 31 August 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 October 23, 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 \$17,464.46**. 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 **22nd day of September 2020**.

Liston E. Eastman

Glenn R. Zaidman

Carmen Lone

G. Frederick Packard

Paul Tworog

Billing Edit Report

Seq	Previous	Current	Cons	Water	Sewer	Total	Acct	Name	Location
Book #	2								
*1	102300	104000	1700	0.00	256.93	256.93	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	28600	29200	600	0.00	119.74	119.74	426	OBERG, PETER W 0023-0018	132 MAIN ST.
*4	122100	122600	500	0.00	313.85	313.85	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	13700	13700	0	0.00	98.80	98.80	298	OBERG, PETER W 0023-0030	150 MAIN ST.
*8	22900	23300	400	0.00	112.76	112.76	300	ORCHARD VIEW, LLC 0023-0031	154 MAIN ST.
*9	2800	2900	100	0.00	102.29	102.29	734	FOSTER JR., KERMIT G 0023-0033	158 MAIN ST.
*10	1630	1730	100	0.00	102.29	102.29	301	HOMESTEAD FARM GROUP, LLC 0023-0032	156 MAIN ST.
*11	146135	151290	5155	0.00	575.11	575.11	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	18900	18900	0	0.00	98.80	98.80	303	FOSTER, P COLLEEN 0023-0035A	2 ELM ST.
*14	33200	33300	100	0.00	102.29	102.29	720	FOSTER JR., KERMIT G 0023-0035	2 ELM ST.
*15	107100	109700	2600	0.00	189.54	189.54	334	MURCH, KIM I 0023-0094	13 IREDALE ST.
*16	716700	722500	5800	0.00	696.42	696.42	337	TOWN OF BRIDGTON 0023-0093-OTL	3 CHASE ST.
*17	41200	41400	200	0.00	204.58	204.58	342	MOORE, BEVERLY A 0023-0092	2 IREDALE ST.
*18	17800	18100	300	0.00	109.27	109.27	359	STOVER, KENNETH A 0023-0090	4 HARRISON RD.
*19	641100	650700	9600	0.00	117.82	117.82	360	NORWAY SAVINGS BANK 0024-0038	1 HARRISON RD.
*21	137700	142700	5000	0.00	866.10	866.10	362	TRAN, ANDY 0023-0089	270 MAIN ST.
*22	294200	329400	35200	0.00	1,722.48	1,722.48	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	127900	134600	6700	0.00	826.63	826.63	367	HRONARAKIS, MARINIS 0023-0085	256 MAIN ST.
*26	13290	15754	2464	0.00	1,370.39	1,370.39	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	96100	97700	1600	0.00	451.04	451.04	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	MCIVER PROPERTIES LLC 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	22320	22405	85	0.00	200.57	200.57	376	BHOP PIZZA, LLC 0023-0083	248 MAIN ST.
*33	27350	28600	1250	0.00	340.02	340.02	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	31000	31300	300	0.00	109.27	109.27	382	KEYBANK NATIONAL ASSOCIATION 0023-0079	232 MAIN ST.
*37	187200	189500	2300	0.00	277.87	277.87	383	IT WAS ALL A DREAM LLC 0023-0114	233 MAIN ST.
*38	346900	355000	8100	0.00	480.29	480.29	406	REN-BRO, INC. 0023-0128	151 MAIN ST.
*39	408500	419300	10800	0.00	969.72	969.72	409	SNAPDRAGON, LLC. 0023-0137	9 DEPOT ST.
*40	4830	5230	400	0.00	112.76	112.76	411	PIKE, KELLY 0023-0136	1 DEPOT ST.
*41	1270200	1328200	58000	0.00	2,419.40	2,419.40	789	SNAPDRAGON, LLC. 0023-0137	9 DEPOT ST.
*42	46850	48625	1775	0.00	654.75	654.75	412	COOL C AND EASY E LLC 0023-0134	18B DEPOT ST.
*43	24700	26600	1900	0.00	263.91	263.91	806	MAIN ECO PROPERTIES, LLC 0023-0131	8 DEPOT ST.
*44	140600	141300	700	0.00	320.83	320.83	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	3365	3490	125	0.00	893.56	893.56	808	VIVO ITALIAN KITCHEN 0023-0134A	18A DEPOT ST.
*47	6485	6685	200	0.00	105.78	105.78	272	THE CARRY ALL CORNER, LLC 0023-0148	2 COTTAGE ST.
*48	3735	3775	40	0.00	297.80	297.80	4116	THE CARRY ALL CORNER, LLC 0023-0148	2 COTTAGE ST.

Book 2 Total: 0.00 17,464.46 17,464.46

Total: 0.00 17,464.46 17,464.46

Billing Edit Report

Consumption Report

----- Sewer -----										
Book	SEWER	RESRV	EDU	4	5	6	7	8	9	Total
2	155,039	0	0	0	0	0	0	0	0	155,039
Total:	155,039	0	0	0	0	0	0	0	0	155,039

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	5,410.86
Miscellaneous	0.00	Miscellaneous	0.00
Adjustments	0.00	Adjustments	0.00
Tax	0.00	Tax	0.00
Total	0.00	Total	17,464.46

User Category Summary

<u>Water</u>				<u>Sewer</u>			
Category	Count	Cons	Amount	Category	Count	Cons	Amount
				1 SEWER METER	47	155039	17,464.46

Town of Bridgton
Office of the Community Development Director

MEMORANDUM

To: Select Board
From: Linda LaCroix, Community Development Director
RE: Revised MJ Fee Schedule
Date: 09/16/2020

Below is the proposed fee schedule for marijuana establishments as amended according to direction from the Board at the September 8, 2020 meeting. Each of the proposed fees were reduced by \$500 except for Tier 1 Adult Use Cultivation Facility, which was already set at \$500. Fees are annual.

The proposed amendments to the Victualer's License reference distinct requirements for marijuana vs. victualer's license 3 times. Locations include: §III B on page 2; §IV B (6) on page 4, and §VI A(5) on page 5. Based on their location and context co-locating those references under a marijuana section would confuse rather than simplify as they are embedded in section and subsections. Instead I bolded each reference to call it out so victualer's license applicants could clearly see they could skip that text.

Category/Establishment Type	Bridgton Proposed	Bridgton Revised
Dispensary · Medical Marijuana Registered Dispensary	\$2,500	\$2,000
Retail Store · Medical Marijuana Caregiver Retail Store · Adult Use Marijuana Store	\$2,000	\$1,500
Medical Marijuana Cultivation Facility · Medical Marijuana Large-Scale Caregiver Operation · Medical Marijuana Multiple Registered Caregiver Facility	\$2,000	\$1,500
Adult Use Cultivation Facility		
Tier 1 (canopy up to 500 sf)	\$500	\$500
Tier 2 (canopy up to 2,000 sf)	\$1,500	\$1,000
Tier 3 (canopy up to 7,000 sf)	\$2,000	\$1,500
Tier 4 (canopy over 7,000 sf)	\$4,000	\$3,500
Manufacturing Facility · Medical Marijuana Manufacturing Facility · Adult Use Marijuana Products Manufacturing Facility	\$1,500	\$1,000
Testing Facility · Medical Marijuana Testing Facility · Adult Use Marijuana Testing Facility	\$1,500	\$1,000
Extraction Facility · Medical Marijuana Inherently Hazardous Substances Extraction Operation	\$1,500	\$1,000



TOWN OF BRIDGTON

Town Clerk's Office
3 Chase Street
Bridgton, Maine 04009
(207) 647-8786

**REVISED for consideration at the
September 22, 2020 BOS meeting.**

Marijuana Establishment License Application

Town of Bridgton Victualers and Marijuana Establishments 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 Marijuana Establishment (Check All That Apply):

☐ **New**

☐ **Renewal**

- ☐ **Adult Use Marijuana Store:** A "marijuana store" as that term is defined in 28-B M.R.S. § 102(34), as amended, and its successor provisions.
- ☐ **Adult Use Marijuana Cultivation Facility:** A "cultivation facility" as that term is defined in 28-B M.R.S. § 102(13), as amended, and its successor provisions. (Select one.)
- ☐ Tier 1 Marijuana Cultivation Facility. Not more than 500 square feet of plant canopy.
- ☐ Tier 2 Marijuana Cultivation Facility. Not more than 2,000 square feet of plant canopy.
- ☐ Tier 3 Marijuana Cultivation Facility. Not more than 7,000 square feet of plant canopy.
- ☐ Tier 4 Marijuana Cultivation Facility. Not more than 20,000 square feet of plant canopy.
- ☐ **Adult Use Marijuana Testing Facility:** A "testing facility" as that term is defined in 28-B M.R.S. § 102(54), as amended, and its successor provisions.
- ☐ **Medical Marijuana Registered Dispensary:** A building or facility operated by a person or entity registered under 22 M.R.S. § 2425-A that acquires, possesses, cultivates, manufactures, delivers, transfers, transports, sells, supplies or dispenses Medical Marijuana or related supplies and educational materials to qualifying patients and the caregivers of those patients as defined in 22 M.R.S. § 2422(6), as amended, and its successor provisions.
- ☐ **Medical Marijuana Caregiver Retail Store:** A location, building, or facility operated by a Medical Marijuana Registered Caregiver that is used to sell medical Marijuana to qualifying patients and 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.
- ☐ **Medical Marijuana Large-Scale Caregiver Operation:** Any commercial or noncommercial use by a Medical Marijuana Registered Caregiver other than: (i) a Medical Marijuana Caregiver Retail Store, (ii) a Medical Marijuana Multiple Caregiver Facility, (iv) a Medical Marijuana Inherently Hazardous Substances Extraction Operation, (v) Marijuana Home Cultivation by a Qualifying Patient or Exempt Caregiver, or (vi) a Medical Marijuana Small-Scale Caregiver Operation.
- ☐ **Medical Marijuana Multiple Registered Caregiver Facility:** A building or facility housing more than one (1) Medical Marijuana Registered Caregiver.
- ☐ **Medical Marijuana Testing Facility:** A public or private laboratory that: (a) is authorized in accordance 22 M.R.S. § 2423-A(10) to analyze contaminants in the potency and cannabinoid profile of samples; and (b) is accredited pursuant to standard ISO/IEC 17025 of the International Organization for Standardization by a third-party

Town of Bridgton Marijuana Establishment License Application

accrediting body or is certified, registered or accredited by an organization approved by the Maine Department of Health and Human Services.

☐ **Marijuana Manufacturing Facility:** (Check all that apply.)

- ☐ **Medical Marijuana Manufacturing Facility:** A registered tier 1 or tier 2 manufacturing facility, as defined in 22 M.R.S. § 2422 as amended, and its successor provisions.
- ☐ **Medical Marijuana Inherently Hazardous Substances Extraction Operation:** "Marijuana extraction" using "inherently hazardous substances" by a "qualifying patient," the "caregiver" of a qualifying patient, or any other person authorized under 22 M.R.S. § 2423-F(3), as may be amended, to engage in "marijuana extraction" using "inherently hazardous substances," as those terms are defined in 22 M.R.S. § 2422, as amended, and its successor provisions.
- ☐ **Adult Use Marijuana Products Manufacturing Facility:** A "products manufacturing facility" as that term is defined in 28-B M.R.S. § 102(43), as amended, and its successor provisions.

Business Entity Information:

Name of Marijuana Establishment: _____

Physical Address of Marijuana Establishment (must be in Bridgton): _____

Proposed Days & Hours of Operation: _____

Applicant and Co-Applicant Information: Provide the following information for each Applicant and Co-Applicant. The Applicant is the owner of the Marijuana Establishment; if the owner is a business entity, provide the following information for every officer, director, member, manager, and general partner of the business entity. A Co-Applicant is any person (other than the Applicant) that is primarily responsible for the actual operation of Marijuana Establishment; provide the following information for every Co-Applicant.

1. Name of Each Applicant and Co-Applicant
2. Mailing Address
3. Phone Number(s)
4. Email Address
5. Over Age 21? (Yes/No)
6. Each Applicant's ownership interest in the Marijuana Establishment
7. Each Applicant's and Co-Applicant's places of residence at the time of filing this application and for the immediately preceding three years. Provide proof of residency (e.g., motor vehicle operator's license, motor vehicle registration, voter registration, or utility bills).
8. 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 Establishment.

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

Emergency Contact Telephone Numbers: _____

Emergency Contact Email Address: _____

Town of Bridgton Marijuana Establishment License Application

Review Criteria:

Has any Applicant or Co-Applicant ever failed any part of a state inspection or local health inspection relating to the Marijuana Establishment?

☐ Yes ☐ No If yes, explain:

Has any Applicant or Co-Applicant ever failed to pay an outstanding fine, penalty, or tax owed to the Town of Bridgton?

☐ Yes ☐ No If yes, explain:

Has any Applicant or Co-Applicant ever had a license required for any Marijuana Establishment suspended or revoked by the Town of Bridgton, by another Maine municipality, or by the State of Maine?

☐ Yes ☐ No If yes, explain:

Has any Applicant or Co-Applicant ever been issued a notice of violation related to any Marijuana Establishment by the Town of Bridgton, by another Maine municipality, or by the State of Maine?

☐ Yes ☐ No If yes, explain and attach the notice of violation and proof that the violation has been resolved:

Has any Applicant or Co-Applicant ever been convicted of a Class D or more serious crime, whether or not arising out of the operation of a Marijuana Establishment?

☐ Yes ☐ No If yes, explain and provide the date, jurisdiction, nature of the offense and any penalty assessed:

What right, title, or interest does the Applicant have in the business premises for which Marijuana Establishment licensure is sought (e.g. deed, lease, purchase and sale agreement)? Attach a copy of the source of the right, title, or interest.

Town of Bridgton Marijuana Establishment License Application

Application Submissions Requirements Checklist

**FOR
OFFICE USE**

<input type="checkbox"/> Complete license application form, including affidavits for each Applicant and Co-Applicant signed before a Notary.	
<input type="checkbox"/> The application fee (nonrefundable). See table below.	
<input type="checkbox"/> Copy of State License / Conditional License / Caregiver registration. If an application for a state license is pending as of the filing of this application, submit a copy of the state licensing application.	
<input type="checkbox"/> Applicant and Co-Applicant Information (see page 2).	
<input type="checkbox"/> Background Check Release form (must be signed by each Applicant and Co-Applicant). <i>Note: The Applicant must pay the cost to the Town of conducting criminal history background checks. This cost is in addition to the application fee.</i>	
<input type="checkbox"/> Evidence of all local land use approvals (Planning and/or Code Enforcement).	
<input type="checkbox"/> Evidence of all other local approvals, including food or victualer's license.	
<input type="checkbox"/> A description and a floor plan of premises for which license is sought.	
<input type="checkbox"/> Copy of licenses held by any Applicant or Co-Applicant for other Marijuana Establishments in Maine.	
<input type="checkbox"/> Operations Plan (Adult Use Marijuana Stores and Medical Marijuana Caregiver Retail Stores only).	

Application Fee, by Category of Marijuana Establishment

Dispensary	\$2,000
· Medical Marijuana Registered Dispensary	
Retail Store	\$1,500
· Medical Marijuana Caregiver Retail Store	
· Adult Use Marijuana Store	
Medical Marijuana Caregiver Facility	\$1,500
· Medical Marijuana Large-Scale Caregiver Operation	
· Medical Marijuana Multiple Registered Caregiver Facility	
Adult Use Cultivation Facility	
· Tier 1 (canopy up to 500 sf)	\$500
· Tier 2 (canopy up to 2,000 sf)	\$1,000
· Tier 3 (canopy up to 7,000 sf)	\$1,500
· Tier 4 (canopy over 7,000 sf)	\$3,500
Manufacturing Facility	\$1,000
· Medical Marijuana Manufacturing Facility	
· Medical Marijuana Inherently Hazardous Substances Extraction Operation	
· Adult Use Marijuana Products Manufacturing Facility	
Testing Facility	\$1,000
· Medical Marijuana Testing Facility	
· Adult Use Marijuana Testing Facility	

Town of Bridgton Marijuana Establishment License Application

Affidavit of Applicants and Co-Applicants

Each Applicant and Co-Applicant must read and certify to the statements below before a notary public.

I certify that:

1. I have never failed any part of a state inspection or local health inspection relating to the Marijuana Establishment for which a license is being sought;
2. I have never failed to pay an outstanding fine, penalty, or tax owed to the Town of Bridgton;
3. I have never had a license required for any Marijuana Establishment suspended or revoked by the Town of Bridgton, by another Maine municipality, or by the State of Maine;
4. I have never been issued a notice of violation related to any Marijuana Establishment by the Town of Bridgton, by another Maine municipality, or by the State of Maine; or, if I have been issued such a notice of violation, that the violation has been fully resolved; and
5. I have never been convicted of a Class D or more serious crime, whether or not arising out of the operation of a Marijuana Establishment.

I understand that if I provide misleading or false information in this license application, any license issued to me by the Town of Bridgton may be suspended or revoked.

I do swear or affirm under penalty of perjury* that all statements made in and all information provided as part of this application are true and correct to the best of my knowledge.

Date: _____, 20____

Signature of Applicant or Co-Applicant

Print name: _____

** Under Maine law, intentional falsehoods made under oath or affirmation before a person qualified to take oaths or affirmations may be punishable as false swearing, a Class D crime.*

Date: _____, 20____

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

Notary Public, State of Maine

Print name: _____

My commission expires: _____

**AMENDMENTS TO TOWN OF BRIDGTON
VICTUALERS LICENSING ORDINANCE TO
REQUIRE MARIJUANA ESTABLISHMENTS TO
OBTAIN A LOCAL LICENSE**

**PREPARED FOR TOWN OF BRIDGTON REFERENDUM ELECTION
TO BE HELD ON NOVEMBER 3, 2020**

REVISED for consideration at the September 22, 2020 BOS meeting.

The Town of Bridgton Victualers Licensing Ordinance is proposed to be renamed to the "Town of Bridgton Victualers and Marijuana Establishments Licensing Ordinance" and is further proposed to be amended by deleting the words shown below in strikethrough (~~strikethrough~~) form and by adding the words shown below in underline (underline) form.

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TOWN OF BRIDGTON VICTUALERS LICENSING ORDINANCE

Enacted 11/08/2011 (as the Town of Bridgton "Victualers Licensing Ordinance")
Revised _____, 2020 (as the Town of Bridgton "Victualers and Marijuana Establishments
Licensing Ordinance")

I. PURPOSE AND AUTHORITY

This Victualers and Marijuana Establishments Licensing Ordinance (the "Ordinance") is enacted pursuant to 30-A M.R.S. § 3001, 22 M.R.S. § 2432-A(14)2429-D and 28-B M.R.S. § 402. The purpose of the Victualers Licensing Ordinance is to (a) ensure that establishments serving food or drink prepare their food and drink in a safe and sanitary environment and (b) to set forth procedures and standards for the issuance of municipal licenses for Marijuana Establishments in order to protect the public health, safety and welfare.

II. DEFINITIONS

For purposes of this Ordinance, the following terms shall have the meanings set forth in the Town of Bridgton Land Use Ordinance, as may be amended from time to time: Marijuana Establishment; Marijuana Home Cultivation; Medical Marijuana Small-Scale Caregiver Operation.

2III. LICENSE REQUIRED

A. **Victualer's License.** Except as provided in Section II.A.1, below, Any establishment that serves food or drink prepared for consumption by the public within the corporate boundaries of the Town of Bridgton shall be required to annually apply for and ~~be issued~~ possess a Victualer's License. A Victualer's License shall be specific to the premises and entity which is requesting the license. For example, a facility which is owned or operated at more than one location, or in the same location and is operated by different parties or personnel or which are physically separated, shall require separate permits. However, no license shall be required for an establishment which only serves food or drink prepared by a licensed establishment or by a licensed catering firm.

31. **Exemptions.** The following establishments are exempt from applying for and possessing a Victualer's License:

- a. A Public or Private School, Public Service Organization, Private Club, Church Organization, Fire Department, or any other non-profit organization selling food or drink on an infrequent basis to solely raise money for a charitable cause ~~shall be exempt from the requirements of this license.~~
- b. Grocery stores, except those selling food items prepared on the premises, ~~shall be exempt.~~
- c. Establishments selling food and drink only through vending machines ~~shall also be exempt.~~

~~The~~This local exemption does not relieve an ~~organization~~establishment of state requirements or other applicable ordinances, laws, and regulations. The Municipal Officers ~~or Town Clerk~~ shall have the authority to decide if an establishment is exempt.

B. Marijuana Establishment License. Except as provided in Section II.B.1, below, effective January 1, 2021 (the “Effective Date”), a Marijuana Establishment may not begin or continue operations unless it has received and is in possession of a Marijuana Establishment License issued pursuant to this Ordinance. A Marijuana Establishment that holds a Town of Bridgton site plan review permit and/or is operating as of the Effective Date shall submit a completed license application within 30 days of the Effective Date but shall have a grace period of 60 days after the Effective Date to receive a Marijuana Establishment License, which grace period may be extended by order of the Municipal Officers for good cause shown. A Marijuana Establishment License shall be specific to the premises, the Licensee, and the category of Marijuana Establishment identified in the application and approved in the license. A Licensee who intends to include a new category of Marijuana Establishment on the same premises or convert a Marijuana Establishment to another category that is not specifically approved in a license must obtain a new license for the expansion or change of use of the Marijuana Establishment.

1. Exemptions. The following establishments are exempt from applying for and possessing a Marijuana Establishment License:

a. Marijuana Home Cultivation.

b. Medical Marijuana Small-Scale Caregiver Operations.

This local exemption does not relieve an establishment of state requirements or other applicable ordinances, laws, and regulations. The Municipal Officers shall have the authority to decide if an establishment is exempt.

IV. LICENSING AUTHORITY

The Municipal Officers shall have the authority to approve or disapprove all applications and renewal applications for Victualer’s Licenses or Marijuana Establishment Licenses.

4V. APPLICATIONS; REVIEW PROCEDURES

The following review procedures shall apply for initial license applications, as well as renewal license applications. In reviewing a license application, the Municipal Officers may consider the requirements under this Ordinance and other applicable ordinances, laws, and regulations and, for license renewals, the Licensee’s record of compliance with the same.

A. Applicant: For the purposes of this ~~e~~Ordinance, the applicant shall be the ~~principal~~ owner of the establishment. If the owner is a ~~corporation~~business entity, the applicant shall be every officer, director, member, manager, and general partner of the business entity, the principal stockholder of that corporation. If the ~~principal owner of the establishment, or the principal stockholder of the corporation owning the establishment,~~applicant is not the person primarily responsible for the actual operation of the establishment, then the person(s) primarily responsible for the actual operation of the establishment, ~~as well as the owner,~~ shall be reviewed as co-applicant(s) together with the owner applicant. The applicants and co-applicants are collectively referred to as “Applicant” in this Ordinance.

AB. Applications and Fees: An Applicant for a Victualer's or Marijuana Establishment License shall file with the Town Clerk a license application on a form prescribed by the Town Clerk, together with the following:

1. A nonrefundable license application fee as provided in the Town of Bridgton Fee Schedule.
2. Evidence of all state and other municipal approvals required to operate the establishment including, as applicable, a copy of the Applicant's state license application and supporting documentation, as submitted to the state licensing authority. If an application for such approval is pending as of the date a license application is filed with the Town, the Applicant must submit a copy of the state licensing application.
3. A statement identifying all owners, officers, directors, members, managers, and general partners comprising the Applicant; their ownership interests in the establishment; and their places of residence at the time of the application and for the immediately preceding three years. Supporting documents, including but not limited to motor vehicle operator's license, motor vehicle registration, voter registration, or utility bills shall be provided.
4. A release for each Applicant allowing the Town to obtain criminal records and other background information related to the individual(s). Failure to submit required releases for a background check is grounds for denial of a license. The cost of the background check shall be borne by the Applicant and shall be in addition to the application fee.
5. A description and plan of the establishment for which a license is being sought.
6. If the application is for a Marijuana Establishment License, (i) the specific categories of Marijuana Establishment for which the license is being sought (i.e., adult use marijuana cultivation facility, adult use marijuana products manufacturing facility, adult use marijuana store, adult use marijuana testing facility, medical marijuana caregiver retail store, medical marijuana inherently hazardous substances extraction operation, medical marijuana large-scale caregiver operation, medical marijuana manufacturing facility, medical marijuana registered dispensary, or medical marijuana testing facility); (ii) copies of any state or municipal licenses held by the Applicant for any other marijuana establishments owned or operated by the Applicant in Maine, as well as any notices of violation received from the state or any municipality for such marijuana establishment and proof that any violation has been resolved.

C. Initial Screening: The Town Clerk shall initially review the license application to ensure that it is complete and to obtain review comments from the Town's Police Chief, Fire Chief, and Code Enforcement Officer. If the Town Clerk determines that an application is incomplete, the Town Clerk shall notify the Applicant of the additional information required to process the application. If such additional information is not submitted within 30 days of the Town Clerk's request, the Town Clerk may return the application as incomplete and the application shall be deemed denied.

BD. Renewals: Renewal license applications must be submitted to the Town Clerk in accordance with subsections B and C, above. The Municipal Officers shall annually review all renewal applications based on the review criteria set forth in Section V.A, below, and for the purpose of determining the status of the aApplicant's previous conformance to this eOrdinance and all other applicable ordinances, laws, and rules and at such time make a decision as to (1) approve the renewal request, (2) table the renewal request, setting a date for the aApplicant to come before the Municipal Officers to answer questions affecting consideration of the renewal request, or (3) for reason(s)

noted, disapprove the request. Applicants for renewal shall submit a completed application with fees annually to the Town Clerk at least 30 days prior to the expiration date of the license.

~~C. New Applications: New applicants may apply to the Town Clerk at any time during the year.~~

~~D. License Term: A license, when granted, shall be valid immediately following said granting of license and will expire on May 31st.~~

4VI. ISSUANCE OR DENIAL OF A LICENSE; INSPECTIONS

~~A. Review Criteria: The Municipal Officers shall license persons of good moral character to establish or operate an establishment in accordance with the requirements set forth in this Ordinance and all other applicable ordinances, laws, and regulations. In determining whether to issue a license or deny a license application, the Municipal Officers shall consider may deny the application for a license for one or more of the reasons described as follows:~~

~~1. If-Whether the aApplicant has failed any part of a state inspection or local health inspection.~~

~~2. Whether the Applicant has failed to provide sufficient evidence of compliance with applicable ordinances, laws, and regulations.~~

~~23. If-Whether the aApplicant is not of good moral character. In determining good moral character, the Municipal Officers shall consider all evidence presented but shall, in addition, check the aApplicant's police-criminal record, if any. Conviction of a class D or more serious crime may be considered as-prima facie evidence that the Aapplicant lacks good moral character.~~

~~34. Whether the Applicant has failedFailure to pay an outstanding fine, penalty, or tax owed to the Town of Bridgton by the individual, corporation or principal stockholder of the corporation that is applying for the license.~~

~~5. If the Applicant is requesting a Marijuana Establishment License, whether the Applicant has had a license required for a Marijuana Establishment suspended or revoked by the Town, by another Maine municipality, or by the State.~~

~~6. Whether the Applicant has provided false or misleading information in connection with the license application.~~

~~In reviewing any license application pursuant to this Ordinance, the Municipal Officers may require and solicit review comments concerning the above-identified considerations from any public officers, departments, or boards of the Town.~~

~~B. Condition Precedent: If a Licensee or establishment licensed under this Ordinance is also required to be licensed by a state authority created for the purpose of regulating and controlling the licensing of eating establishments or marijuana establishments, any license granted under this Ordinance shall not become effective until such date that the required state license issues; provided, however, that the failure to secure a required state license before obtaining a license from the Municipal Officers shall not toll the expiration date of the license as provided in subsection D, below.~~

C. ~~Conditions of Approval:~~**5. REQUIREMENTS AND CONDITIONS** Establishments must operate in accordance with all material representations made in the license application. The Municipal Officers may ~~place attach to any license issued pursuant to this Ordinance additional conditions and requirements on the license. These conditions and requirements must be that are~~ reasonably designed to promote the health, safety, or welfare of the ~~P~~public. ~~Examples of possible conditions include, but are not limited to, specific opening and closing times, and measures designed to reduce noise.~~

D. ~~License Term:~~ A license, when granted, shall be valid immediately following said granting of license and will expire one year from the date the license was granted. A Licensee who fails to obtain a renewal license prior to the expiration of the license shall cease operations until a renewal license is granted.

E. ~~Inspections:~~

1. ~~Initial License Inspection:~~ An Applicant requesting a license for the first time shall have the establishment inspected by the Code Enforcement Officer, Police Chief, and Fire Chief prior to any action being taken on the license application by the Municipal Officers. Any alterations or changes to an establishment during the course of the Municipal Officers' review will require additional inspections.

2. ~~Compliance Inspections:~~ The Code Enforcement Officer, Police Chief, and Fire Chief shall have the authority to enter, with or without notice, a Licensee's premises to make any inspection reasonably necessary to determine compliance with the requirements of this Ordinance.

~~6. FEES~~

~~The fees for a License shall be adopted by the Board of Selectmen through the Fee Schedule.~~

~~7~~VII. SUSPENSION OR REVOCATION OF LICENSE; DETERMINATION OF VIOLATIONS

If after investigation, ~~notice~~, and hearing, the Municipal Officers conclude that ~~the a~~ Licensee is unfit to hold a license ~~granted under this Ordinance, if the Municipal Officers may suspend or revoke the license at any time. The suspension or revocation of a license issued by the State, the failure of a Licensee to acquire and maintain all necessary local and state approvals, or the violation by a Licensee of any applicable ordinances, laws, and regulations (including without limitation life safety code requirements) shall be prima facie evidence that the Licensee is unfit to hold a license. The Municipal Officers, for any cause which it considers satisfactory, may suspend a license for any period of time that it considers proper. The Municipal Officers may also determine that an establishment which has not obtained a license is required to obtain a license, or that a licensed establishment has violated conditions and restrictions applicable to its license. Prior to ordering the suspension or revocation of a license or determining a license violation. T~~he Municipal Officers shall provide the Licensee, at least three days prior to the hearing date, notice of the time and place of the hearing at which ~~any of these issues the license suspension, revocation, or violation~~ will be considered. ~~At the hearing, the Licensee shall be given an opportunity to hear the evidence in support of the charges against the Licensee and to be heard in the Licensee's own defense.~~

A. ~~Compliance Certification:~~ An establishment requesting a ~~Victualers License or renewal of the same~~ shall certify to the Municipal Officers and prove to said Officers' satisfaction that it is not in violation of any Municipal Ordinance, including Zoning, or State or Federal Law, Statute or Regulation. The applicant shall also certify that all taxes, fines or penalty assessed by the Town of

~~Bridgton on the establishment or equipment and fixtures contained therein are fully paid, as of the date of the application. The Municipal Officers shall deny any application which fails to meet these requirements.~~

- ~~B. — Inspection: An establishment requesting a license for the first time shall be inspected by the Codes Enforcement Officer and Fire Chief prior to any action being taken on the license application. Any alterations or changes to an establishment will require additional inspections.~~
- ~~C. — Application Form: An establishment shall apply for a Victualers License or renewal on a form designed for that purpose by the Town of Bridgton. Failure of an applicant to fill out the form completely or any misstatements on said form shall result in the denial of the license.~~
- ~~D. — Health: An establishment licensed as a Victualer, and providing for on-premises food consumption, shall provide with its renewal application a copy of its current state "Eating License" issued by the Department of Health Services. A new application shall be granted by the Municipal Officers only under the condition that the Victualer License becomes effective after the Department of Health Services has issued a current state "Eating License."~~

VIII. ASSIGNMENT OR TRANSFER

No license issued under this Ordinance may be assigned or transferred to another entity. Any change in ownership of a licensed establishment shall require a new license. Licenses are limited to the premises for which they are issued and are not transferrable to another location. A Licensee seeking to operate in a new location must first acquire a license for that location.

IX. APPEALS

An appeal from any final decision of the Municipal Officers made pursuant to this Ordinance shall be taken by any party to the Superior Court in accordance with the provisions of Rule 80B of the Maine Rules of Civil Procedure.

9X. PENALTY

Penalty: Any act made unlawful by this Ordinance and any violation of this Ordinance shall be a civil violation subject to a penalty in accordance with 30-A M.R.S. § 4452. punishable by a fine of not less than \$25.00 and not more than \$100.00 for each offense. Each day that such unlawful act or violation continues shall be considered a separate offense. The Municipal Officers or their designee shall enforce the provisions of this Ordinance.

10XI. SEVERABILITY

If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

**AMENDMENTS TO TOWN OF BRIDGTON
VICTUALERS LICENSING ORDINANCE TO
REQUIRE MARIJUANA ESTABLISHMENTS TO
OBTAIN A LOCAL LICENSE**

**PREPARED FOR TOWN OF BRIDGTON REFERENDUM ELECTION
TO BE HELD ON NOVEMBER 3, 2020**

REVISED for consideration at the September 22, 2020 BOS meeting.

The Town of Bridgton Victualers Licensing Ordinance is proposed to be renamed to the "Town of Bridgton Victualers and Marijuana Establishments Licensing Ordinance" and is further proposed to be amended by deleting the words shown below in strikethrough (~~strikethrough~~) form and by adding the words shown below in underline (underline) form.

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TOWN OF BRIDGTON VICTUALERS LICENSING ORDINANCE

Enacted 11/08/2011 (as the Town of Bridgton "Victualers Licensing Ordinance")
Revised _____, 2020 (as the Town of Bridgton "Victualers and Marijuana Establishments Licensing Ordinance")

I. PURPOSE AND AUTHORITY

This Victualers and Marijuana Establishments Licensing Ordinance (the "Ordinance") is enacted pursuant to 30-A M.R.S. § 3001, 22 M.R.S. § 2429-D and 28-B M.R.S. § 402. The purpose of this Ordinance is to (a) ensure that establishments serving food or drink prepare their food and drink in a safe and sanitary environment and (b) to set forth procedures and standards for the issuance of municipal licenses for Marijuana Establishments in order to protect the public health, safety and welfare.

II. DEFINITIONS

For purposes of this Ordinance, the following terms shall have the meanings set forth in the Town of Bridgton Land Use Ordinance, as may be amended from time to time: Marijuana Establishment; Marijuana Home Cultivation; Medical Marijuana Small-Scale Caregiver Operation.

III. LICENSE REQUIRED

A. **Victualer's License.** Except as provided in Section II.A.1, below, any establishment that serves food or drink prepared for consumption by the public within the corporate boundaries of the Town of Bridgton shall be required to annually apply for and possess a Victualer's License. A Victualer's License shall be specific to the premises and entity which is requesting the license. For example, a facility which is owned or operated at more than one location, or in the same location and is operated by different parties or personnel or which are physically separated, shall require separate permits. However, no license shall be required for an establishment which only serves food or drink prepared by a licensed establishment or by a licensed catering firm.

1. **Exemptions.** The following establishments are exempt from applying for and possessing a Victualer's License:

- a. A Public or Private School, Public Service Organization, Private Club, Church Organization, Fire Department, or any other non-profit organization selling food or drink on an infrequent basis to solely raise money for a charitable cause.
- b. Grocery stores, except those selling food items prepared on the premises
- c. Establishments selling food and drink only through vending machines.

This local exemption does not relieve an establishment of state requirements or other applicable ordinances, laws, and regulations. The Municipal Officers shall have the authority to decide if an establishment is exempt.

B. **Marijuana Establishment License.** Except as provided in Section II.B.1, below, effective January 1, 2021 (the "Effective Date"), a Marijuana Establishment may not begin or continue operations unless it has received and is in possession of a Marijuana Establishment License issued pursuant to this Ordinance. A Marijuana Establishment that holds a Town of Bridgton site plan

review permit and/or is operating as of the Effective Date shall submit a completed license application within 30 days of the Effective Date but shall have a grace period of 60 days after the Effective Date to receive a Marijuana Establishment License, which grace period may be extended by order of the Municipal Officers for good cause shown. A Marijuana Establishment License shall be specific to the premises, the Licensee, and the category of Marijuana Establishment identified in the application and approved in the license. A Licensee who intends to include a new category of Marijuana Establishment on the same premises or convert a Marijuana Establishment to another category that is not specifically approved in a license must obtain a new license for the expansion or change of use of the Marijuana Establishment.

1. Exemptions. The following establishments are exempt from applying for and possessing a Marijuana Establishment License:

- a. Marijuana Home Cultivation.
- b. Medical Marijuana Small-Scale Caregiver Operations.

This local exemption does not relieve an establishment of state requirements or other applicable ordinances, laws, and regulations. The Municipal Officers shall have the authority to decide if an establishment is exempt.

IV. LICENSING AUTHORITY

The Municipal Officers shall have the authority to approve or disapprove all applications and renewal applications for Victualer's Licenses or Marijuana Establishment Licenses.

V. APPLICATIONS; REVIEW PROCEDURES

The following review procedures shall apply for initial license applications, as well as renewal license applications. In reviewing a license application, the Municipal Officers may consider the requirements under this Ordinance and other applicable ordinances, laws, and regulations and, for license renewals, the Licensee's record of compliance with the same.

- A. Applicant: For the purposes of this Ordinance, the applicant shall be the owner of the establishment. If the owner is a business entity, the applicant shall be every officer, director, member, manager, and general partner of the business entity. If the applicant is not the person primarily responsible for the actual operation of the establishment, then the person(s) primarily responsible for the actual operation of the establishment shall be co-applicant(s) together with the applicant. The applicants and co-applicants are collectively referred to as "Applicant" in this Ordinance.
- B. Applications and Fees: An Applicant for a Victualer's or Marijuana Establishment License shall file with the Town Clerk a license application on a form prescribed by the Town Clerk, together with the following:
 1. A nonrefundable license application fee as provided in the Town of Bridgton Fee Schedule.
 2. Evidence of all state and other municipal approvals required to operate the establishment including, as applicable, a copy of the Applicant's state license application and supporting documentation, as submitted to the state licensing authority. If an application for such approval is pending as of the date a license application is filed with the Town, the Applicant must submit a copy of the state licensing application.

3. A statement identifying all owners, officers, directors, members, managers, and general partners comprising the Applicant; their ownership interests in the establishment; and their places of residence at the time of the application and for the immediately preceding three years. Supporting documents, including but not limited to motor vehicle operator's license, motor vehicle registration, voter registration, or utility bills shall be provided.
 4. A release for each Applicant allowing the Town to obtain criminal records and other background information related to the individual(s). Failure to submit required releases for a background check is grounds for denial of a license. The cost of the background check shall be borne by the Applicant and shall be in addition to the application fee.
 5. A description and plan of the establishment for which a license is being sought.
 6. **If the application is for a Marijuana Establishment License**, (i) the specific categories of Marijuana Establishment for which the license is being sought (i.e., adult use marijuana cultivation facility, adult use marijuana products manufacturing facility, adult use marijuana store, adult use marijuana testing facility, medical marijuana caregiver retail store, medical marijuana inherently hazardous substances extraction operation, medical marijuana large-scale caregiver operation, medical marijuana manufacturing facility, medical marijuana registered dispensary, or medical marijuana testing facility); (ii) copies of any state or municipal licenses held by the Applicant for any other marijuana establishments owned or operated by the Applicant in Maine, as well as any notices of violation received from the state or any municipality for such marijuana establishment and proof that any violation has been resolved.
- C. Initial Screening: The Town Clerk shall initially review the license application to ensure that it is complete and to obtain review comments from the Town's Police Chief, Fire Chief, and Code Enforcement Officer. If the Town Clerk determines that an application is incomplete, the Town Clerk shall notify the Applicant of the additional information required to process the application. If such additional information is not submitted within 30 days of the Town Clerk's request, the Town Clerk may return the application as incomplete and the application shall be deemed denied.
- D. Renewals: Renewal license applications must be submitted to the Town Clerk in accordance with subsections B and C, above. The Municipal Officers shall annually review all renewal applications based on the review criteria set forth in Section V.A, below, and for the purpose of determining the status of the Applicant's previous conformance to this Ordinance and all other applicable ordinances, laws, and rules and at such time make a decision to (1) approve the renewal request, (2) table the renewal request, setting a date for the Applicant to come before the Municipal Officers to answer questions affecting consideration of the renewal request, or (3) for reason(s) noted, disapprove the request. Applicants for renewal shall submit a completed application with fees annually to the Town Clerk at least 30 days prior to the expiration date of the license.

VI. ISSUANCE OR DENIAL OF A LICENSE; INSPECTIONS

- A. Review Criteria: The Municipal Officers shall license persons of good moral character to establish or operate an establishment in accordance with the requirements set forth in this Ordinance and all other applicable ordinances, laws, and regulations. In determining whether to issue a license or deny a license application, the Municipal Officers shall consider:
1. Whether the Applicant has failed any part of a state inspection or local health inspection.

2. Whether the Applicant has failed to provide sufficient evidence of compliance with applicable ordinances, laws, and regulations.
3. Whether the Applicant is of good moral character. In determining good moral character, the Municipal Officers shall consider all evidence presented but shall, in addition, check the Applicant's criminal record, if any. Conviction of a class D or more serious crime is considered *prima facie* evidence that the Applicant lacks good moral character.
4. Whether the Applicant has failed to pay an outstanding fine, penalty, or tax owed to the Town of Bridgton.
5. **If the Applicant is requesting a Marijuana Establishment License**, whether the Applicant has had a license required for a Marijuana Establishment suspended or revoked by the Town, by another Maine municipality, or by the State.
6. Whether the Applicant has provided false or misleading information in connection with the license application.

In reviewing any license application pursuant to this Ordinance, the Municipal Officers may require and solicit review comments concerning the above-identified considerations from any public officers, departments, or boards of the Town.

- B. Condition Precedent: If a Licensee or establishment licensed under this Ordinance is also required to be licensed by a state authority created for the purpose of regulating and controlling the licensing of eating establishments or marijuana establishments, any license granted under this Ordinance shall not become effective until such date that the required state license issues; provided, however, that the failure to secure a required state license before obtaining a license from the Municipal Officers shall not toll the expiration date of the license as provided in subsection D, below.
- C. Conditions of Approval: Establishments must operate in accordance with all material representations made in the license application. The Municipal Officers may attach to any license issued pursuant to this Ordinance additional conditions and requirements that are reasonably designed to promote the health, safety, or welfare of the public.
- D. License Term: A license, when granted, shall be valid immediately following said granting of license and will expire one year from the date the license was granted. A Licensee who fails to obtain a renewal license prior to the expiration of the license shall cease operations until a renewal license is granted.
- E. Inspections:
 1. Initial License Inspection: An Applicant requesting a license for the first time shall have the establishment inspected by the Code Enforcement Officer, Police Chief, and Fire Chief prior to any action being taken on the license application by the Municipal Officers. Any alterations or changes to an establishment during the course of the Municipal Officers' review will require additional inspections.
 2. Compliance Inspections: The Code Enforcement Officer, Police Chief, and Fire Chief shall have the authority to enter, with or without notice, a Licensee's premises to make any inspection reasonably necessary to determine compliance with the requirements of this Ordinance.

VII. SUSPENSION OR REVOCATION OF LICENSE; DETERMINATION OF VIOLATIONS

If after investigation, notice, and hearing, the Municipal Officers conclude that a Licensee is unfit to hold a license granted under this Ordinance, the Municipal Officers may suspend or revoke the license at any time. The suspension or revocation of a license issued by the State, the failure of a Licensee to acquire and maintain all necessary local and state approvals, or the violation by a Licensee of any applicable ordinances, laws, and regulations (including without limitation life safety code requirements) shall be *prima facie* evidence that the Licensee is unfit to hold a license. The Municipal Officers may suspend a license for any period of time that it considers proper. The Municipal Officers may also determine that an establishment which has not obtained a license is required to obtain a license, or that a licensed establishment has violated conditions and restrictions applicable to its license. Prior to ordering the suspension or revocation of a license or determining a license violation, the Municipal Officers shall provide the Licensee, at least three days prior to the hearing date, notice of the time and place of the hearing at which the license suspension, revocation, or violation will be considered. At the hearing, the Licensee shall be given an opportunity to hear the evidence in support of the charges against the Licensee and to be heard in the Licensee's own defense.

VIII. ASSIGNMENT OR TRANSFER

No license issued under this Ordinance may be assigned or transferred to another entity. Any change in ownership of a licensed establishment shall require a new license. Licenses are limited to the premises for which they are issued and are not transferrable to another location. A Licensee seeking to operate in a new location must first acquire a license for that location.

IX. APPEALS

An appeal from any final decision of the Municipal Officers made pursuant to this Ordinance shall be taken by any party to the Superior Court in accordance with the provisions of Rule 80B of the Maine Rules of Civil Procedure.

X. PENALTY

Any act made unlawful by this Ordinance and any violation of this Ordinance shall be a civil violation subject to a penalty in accordance with 30-A M.R.S. § 4452. Each day that such unlawful act or violation continues shall be considered a separate offense. The Municipal Officers or their designee shall enforce the provisions of this Ordinance.

XI. SEVERABILITY

If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

**CERTIFICATION OF PROPOSED AMENDMENTS TO TOWN OF BRIDGTON
VICTUALERS LICENSING ORDINANCE TO REQUIRE MARIJUANA
ESTABLISHMENTS TO OBTAIN A LOCAL LICENSE**

The municipal officers of the Town of Bridgton hereby certify to the municipal clerk of the Town of Bridgton, pursuant to 30-A M.R.S. § 3002, that attached hereto is a true copy of the proposed ordinance entitled, "Amendments to Town of Bridgton Victualers Licensing Ordinance to Require Marijuana Establishments to Obtain a Local License," to be voted on at a referendum election of the Town of Bridgton on November 3, 2020 under Question 1, "Shall an ordinance entitled, 'Amendments to Town of Bridgton Victualers Licensing Ordinance to Require Marijuana Establishments to Obtain a Local License,' be enacted?"

It is further Ordered, pursuant to 30-A M.R.S. § 3002(1), that the municipal clerk shall keep this certified copy as a public record and shall make copies of said proposed ordinance available for distribution to the voters of the Town of Bridgton from the time of this certification. Copies of said proposed ordinance shall also be attested by the municipal clerk and posted in the same manner as the warrant calling the Referendum Election on November 3, 2020 and shall be made available to the voters at the Referendum Election on November 3, 2020.

Dated: _____, 2020

A majority of the municipal officers
of the Town of Bridgton

A true copy of the proposed ordinance entitled, "Amendments to Town of Bridgton Victualers Licensing Ordinance to Require Marijuana Establishments to Obtain a Local License," is attached hereto.

Attest: _____
Laurie Chadbourne, Town Clerk
Town of Bridgton

**AMENDMENTS TO TOWN OF BRIDGTON
VICTUALERS LICENSING ORDINANCE TO
REQUIRE MARIJUANA ESTABLISHMENTS TO
OBTAIN A LOCAL LICENSE**

**PREPARED FOR TOWN OF BRIDGTON REFERENDUM ELECTION
TO BE HELD ON NOVEMBER 3, 2020**

The Town of Bridgton Victualers Licensing Ordinance is proposed to be renamed to the "Town of Bridgton Victualers and Marijuana Establishments Licensing Ordinance" and is further proposed to be amended by deleting the words shown below in strikethrough (~~strikethrough~~) form and by adding the words shown below in underline (underline) form.

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TOWN OF BRIDGTON VICTUALERS LICENSING ORDINANCE

Enacted 11/08/2011 (as the Town of Bridgton "Victualers Licensing Ordinance")
Revised _____, 2020 (as the Town of Bridgton "Victualers and Marijuana Establishments
Licensing Ordinance")

I. PURPOSE AND AUTHORITY

This Victualers and Marijuana Establishments Licensing Ordinance (the "Ordinance") is enacted pursuant to 30-A M.R.S. § 3001, 22 M.R.S. § 2432-A(14)2429-D and 28-B M.R.S. § 402. The purpose of the Victualers Licensing Ordinance is to (a) ensure that establishments serving food or drink prepare their food and drink in a safe and sanitary environment and (b) to set forth procedures and standards for the issuance of municipal licenses for Marijuana Establishments in order to protect the public health, safety and welfare.

II. DEFINITIONS

For purposes of this Ordinance, the following terms shall have the meanings set forth in the Town of Bridgton Land Use Ordinance, as may be amended from time to time: Marijuana Establishment; Marijuana Home Cultivation; Medical Marijuana Small-Scale Caregiver Operation.

III. LICENSE REQUIRED

A. Victualer's License. Except as provided in Section II.A.1, below, Any establishment that serves food or drink prepared for consumption by the public within the corporate boundaries of the Town of Bridgton shall be required to annually apply for and ~~be issued~~ possess a Victualer's License. A Victualer's License shall be specific to the premises and entity which is requesting the license. For example, a facility which is owned or operated at more than one location, or in the same location and is operated by different parties or personnel or which are physically separated, shall require separate permits. However, no license shall be required for an establishment which only serves food or drink prepared by a licensed establishment or by a licensed catering firm.

31. Exemptions. The following establishments are exempt from applying for and possessing a Victualer's License:

- a. A Public or Private School, Public Service Organization, Private Club, Church Organization, Fire Department, or any other non-profit organization selling food or drink on an infrequent basis to solely raise money for a charitable cause ~~shall be exempt from the requirements of this license.~~
- b. Grocery stores, except those selling food items prepared on the premises, ~~shall be exempt.~~
- c. Establishments selling food and drink only through vending machines ~~shall also be exempt.~~

~~The~~This local exemption does not relieve an ~~organization~~establishment of state requirements ~~or other applicable ordinances, laws, and regulations~~. The Municipal Officers ~~or Town Clerk~~ shall have the authority to decide if an establishment is exempt.

B. Marijuana Establishment License. Except as provided in Section II.B.1, below, effective January 1, 2021 (the "Effective Date"), a Marijuana Establishment may not begin or continue operations unless it has received and is in possession of a Marijuana Establishment License issued pursuant to this Ordinance. A Marijuana Establishment that holds a Town of Bridgton site plan review permit and/or is operating as of the Effective Date shall submit a completed license application within 30 days of the Effective Date but shall have a grace period of 60 days after the Effective Date to receive a Marijuana Establishment License, which grace period may be extended by order of the Municipal Officers for good cause shown. A Marijuana Establishment License shall be specific to the premises, the Licensee, and the category of Marijuana Establishment identified in the application and approved in the license. A Licensee who intends to include a new category of Marijuana Establishment on the same premises or convert a Marijuana Establishment to another category that is not specifically approved in a license must obtain a new license for the expansion or change of use of the Marijuana Establishment.

1. Exemptions. The following establishments are exempt from applying for and possessing a Marijuana Establishment License:

a. Marijuana Home Cultivation.

b. Medical Marijuana Small-Scale Caregiver Operations.

This local exemption does not relieve an establishment of state requirements or other applicable ordinances, laws, and regulations. The Municipal Officers shall have the authority to decide if an establishment is exempt.

IV. LICENSING AUTHORITY

The Municipal Officers shall have the authority to approve or disapprove all applications and renewal applications for Victualer's Licenses or Marijuana Establishment Licenses.

4V. APPLICATIONS; REVIEW PROCEDURES

The following review procedures shall apply for initial license applications, as well as renewal license applications. In reviewing a license application, the Municipal Officers may consider the requirements under this Ordinance and other applicable ordinances, laws, and regulations and, for license renewals, the Licensee's record of compliance with the same.

A. Applicant: For the purposes of this ~~e~~Ordinance, the applicant shall be the ~~principal~~ owner of the establishment. If the owner is a ~~corporation~~business entity, the applicant shall be every officer, director, member, manager, and general partner of the business entity, the principal stock holder of that corporation. If the ~~principal owner of the establishment, or the principal stockholder of the corporation owning the establishment,~~applicant is not the person primarily responsible for the actual operation of the establishment, then the person(s) primarily responsible for the actual operation of the establishment, ~~as well as the owner,~~ shall be ~~reviewed as~~ co-applicant(s) together with the ~~owner~~applicant. The applicants and co-applicants are collectively referred to as "Applicant" in this Ordinance.

AB. Applications and Fees: An Applicant for a Victualer's or Marijuana Establishment License shall file with the Town Clerk a license application on a form prescribed by the Town Clerk, together with the following:

1. A nonrefundable license application fee as provided in the Town of Bridgton Fee Schedule.
2. Evidence of all state and other municipal approvals required to operate the establishment including, as applicable, a copy of the Applicant's state license application and supporting documentation, as submitted to the state licensing authority. If an application for such approval is pending as of the date a license application is filed with the Town, the Applicant must submit a copy of the state licensing application.
3. A statement identifying all owners, officers, directors, members, managers, and general partners comprising the Applicant; their ownership interests in the establishment; and their places of residence at the time of the application and for the immediately preceding three years. Supporting documents, including but not limited to motor vehicle operator's license, motor vehicle registration, voter registration, or utility bills shall be provided.
4. A release for each Applicant allowing the Town to obtain criminal records and other background information related to the individual(s). Failure to submit required releases for a background check is grounds for denial of a license. The cost of the background check shall be borne by the Applicant and shall be in addition to the application fee.
5. A description and plan of the establishment for which a license is being sought.
6. If the application is for a Marijuana Establishment License, (i) the specific categories of Marijuana Establishment for which the license is being sought (i.e., adult use marijuana cultivation facility, adult use marijuana products manufacturing facility, adult use marijuana store, adult use marijuana testing facility, medical marijuana caregiver retail store, medical marijuana inherently hazardous substances extraction operation, medical marijuana large-scale caregiver operation, medical marijuana manufacturing facility, medical marijuana registered dispensary, or medical marijuana testing facility); (ii) copies of any state or municipal licenses held by the Applicant for any other marijuana establishments owned or operated by the Applicant in Maine, as well as any notices of violation received from the state or any municipality for such marijuana establishment and proof that any violation has been resolved.

C. Initial Screening: The Town Clerk shall initially review the license application to ensure that it is complete and to obtain review comments from the Town's Police Chief, Fire Chief, and Code Enforcement Officer. If the Town Clerk determines that an application is incomplete, the Town Clerk shall notify the Applicant of the additional information required to process the application. If such additional information is not submitted within 30 days of the Town Clerk's request, the Town Clerk may return the application as incomplete and the application shall be deemed denied.

BD. Renewals: Renewal license applications must be submitted to the Town Clerk in accordance with subsections B and C, above. The Municipal Officers shall annually review all renewal applications based on the review criteria set forth in Section V.A, below, and for the purpose of determining the status of the aApplicant's previous conformance to this eOrdinance and all other applicable ordinances, laws, and rules and at such time make a decision as to (1) approve the renewal request, (2) table the renewal request, setting a date for the aApplicant to come before the Municipal Officers to answer questions affecting consideration of the renewal request, or (3) for reason(s)

noted, disapprove the request. Applicants for renewal shall submit a completed application with fees annually to the Town Clerk at least 30 days prior to the expiration date of the license.

C. ~~— New Applications: New applicants may apply to the Town Clerk at any time during the year.~~

D. ~~— License Term: A license, when granted, shall be valid immediately following said granting of license and will expire on May 31st.~~

4VI. ISSUANCE OR DENIAL OF A LICENSE; INSPECTIONS

A. Review Criteria: The Municipal Officers shall license persons of good moral character to establish or operate an establishment in accordance with the requirements set forth in this Ordinance and all other applicable ordinances, laws, and regulations. In determining whether to issue a license or deny a license application, the Municipal Officers shall consider ~~may deny the application for a license for one or more of the reasons described as follows:~~

1. ~~If Whether~~ the ~~a~~Applicant ~~has~~ ~~failed~~ any part of a state inspection or local health inspection.
2. ~~Whether the Applicant has failed to provide sufficient evidence of compliance with applicable ordinances, laws, and regulations.~~
23. ~~If Whether~~ the ~~a~~Applicant is ~~not~~ of good moral character. In determining good moral character, the Municipal Officers shall consider all evidence presented but shall, in addition, check the ~~a~~Applicant's ~~police-criminal~~ record, if any. Conviction of a class D or more serious crime ~~may be~~ considered ~~as-prima facie~~ evidence that the ~~A~~applicant lacks good moral character.
34. ~~Whether the Applicant has failed~~Failure to pay an outstanding fine, penalty, or tax owed to the Town of Bridgton ~~by the individual, corporation or principal stockholder of the corporation that is applying for the license,~~
5. If the Applicant is requesting a Marijuana Establishment License, whether the Applicant has had a license required for a Marijuana Establishment suspended or revoked by the Town, by another Maine municipality, or by the State.
6. Whether the Applicant has provided false or misleading information in connection with the license application.

In reviewing any license application pursuant to this Ordinance, the Municipal Officers may require and solicit review comments concerning the above-identified considerations from any public officers, departments, or boards of the Town.

B. Condition Precedent: If a Licensee or establishment licensed under this Ordinance is also required to be licensed by a state authority created for the purpose of regulating and controlling the licensing of eating establishments or marijuana establishments, any license granted under this Ordinance shall not become effective until such date that the required state license issues; provided, however, that the failure to secure a required state license before obtaining a license from the Municipal Officers shall not toll the expiration date of the license as provided in subsection D, below.

C. Conditions of Approval:~~5. REQUIREMENTS AND CONDITIONS~~ Establishments must operate in accordance with all material representations made in the license application. The Municipal Officers may ~~place attach to any license issued pursuant to this Ordinance additional conditions and requirements on the license. These conditions and requirements must be~~ that are reasonably designed to promote the health, safety, or welfare of the Ppublic. ~~Examples of possible conditions include, but are not limited to, specific opening and closing times, and measures designed to reduce noise.~~

D. License Term: A license, when granted, shall be valid immediately following said granting of license and will expire one year from the date the license was granted. A Licensee who fails to obtain a renewal license prior to the expiration of the license shall cease operations until a renewal license is granted.

E. Inspections:

1. Initial License Inspection: An Applicant requesting a license for the first time shall have the establishment inspected by the Code Enforcement Officer, Police Chief, and Fire Chief prior to any action being taken on the license application by the Municipal Officers. Any alterations or changes to an establishment during the course of the Municipal Officers' review will require additional inspections.
2. Compliance Inspections: The Code Enforcement Officer, Police Chief, and Fire Chief shall have the authority to enter, with or without notice, a Licensee's premises to make any inspection reasonably necessary to determine compliance with the requirements of this Ordinance.

6. FEES

~~The fees for a License shall be adopted by the Board of Selectmen through the Fee Schedule.~~

7VII. SUSPENSION OR REVOCATION OF LICENSE; DETERMINATION OF VIOLATIONS

If after investigation, notice, and hearing, the Municipal Officers conclude that ~~the a~~ Licensee is unfit to hold a license granted under this Ordinance, ~~it the~~ Municipal Officers may suspend or revoke the license at any time. The suspension or revocation of a license issued by the State, the failure of a Licensee to acquire and maintain all necessary local and state approvals, or the violation by a Licensee of any applicable ordinances, laws, and regulations (including without limitation life safety code requirements) shall be prima facie evidence that the Licensee is unfit to hold a license. The Municipal Officers, ~~for any cause which it considers satisfactory,~~ may suspend a license for any period of time that it considers proper. The Municipal Officers may also determine that an establishment which has not obtained a license is required to obtain a license, or that a licensed establishment has violated conditions and restrictions applicable to its license. Prior to ordering the suspension or revocation of a license or determining a license violation, ~~The~~ Municipal Officers shall provide the Licensee, at least three days prior to the hearing date, notice of the time and place of the hearing at which ~~any of these issues~~ the license suspension, revocation, or violation will be considered. At the hearing, the Licensee shall be given an opportunity to hear the evidence in support of the charges against the Licensee and to be heard in the Licensee's own defense.

A. Compliance Certification: ~~An establishment requesting a Vietualers License or renewal of the same shall certify to the Municipal Officers and prove to said Officers' satisfaction that it is not in violation of any Munoipal Ordinance, including Zoning, or State or Federal Law, Statute or Regulation. The applicant shall also certify that all taxes, fines or penalty assessed by the Town of~~

~~Bridgton on the establishment or equipment and fixtures contained therein are fully paid, as of the date of the application. The Municipal Officers shall deny any application which fails to meet these requirements.~~

- ~~B. — Inspection: An establishment requesting a license for the first time shall be inspected by the Codes Enforcement Officer and Fire Chief prior to any action being taken on the license application. Any alterations or changes to an establishment will require additional inspections.~~
- ~~C. — Application Form: An establishment shall apply for a Victualers License or renewal on a form designed for that purpose by the Town of Bridgton. Failure of an applicant to fill out the form completely or any misstatements on said form shall result in the denial of the license.~~
- ~~D. — Health: An establishment licensed as a Victualer, and providing for on-premises food consumption, shall provide with its renewal application a copy of its current state "Eating License" issued by the Department of Health Services. A new application shall be granted by the Municipal Officers only under the condition that the Victualer License becomes effective after the Department of Health Services has issued a current state "Eating License."~~

VIII. ASSIGNMENT OR TRANSFER

No license issued under this Ordinance may be assigned or transferred to another entity. Any change in ownership of a licensed establishment shall require a new license. Licenses are limited to the premises for which they are issued and are not transferrable to another location. A Licensee seeking to operate in a new location must first acquire a license for that location.

IX. APPEALS

An appeal from any final decision of the Municipal Officers made pursuant to this Ordinance shall be taken by any party to the Superior Court in accordance with the provisions of Rule 80B of the Maine Rules of Civil Procedure.

9X. PENALTY

Penalty: Any act made unlawful by this Ordinance and any violation of this Ordinance shall be a civil violation subject to a penalty in accordance with 30-A M.R.S. § 4452, punishable by a fine of not less than \$25.00 and not more than \$100.00 for each offense. Each day that such unlawful act or violation continues shall be considered a separate offense. The Municipal Officers or their designee shall enforce the provisions of this Ordinance.

10XI. SEVERABILITY

If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

TOWN OF BRIDGTON
Request for Proposal
Legal Services

The Town of Bridgton is seeking proposals from qualified applicants to serve as Town Attorney on a contractual basis under appointment by the Board of Selectmen. The Town Attorney will provide legal advice to municipal officials, town employees, boards and commissions, and will represent them in court as may be required. The attorney will also prepare and review contracts, deeds, leases, ordinances, etc., and reserve and provide opinions for the Town on a variety of subjects. The attorney may be asked to attend Board of Selectmen or other meetings and hearings and will be expected to provide legal assistance in a prompt and efficient manner.

The successful candidate will be licensed to practice law in the State of Maine and will demonstrate substantial training and experience in all areas of municipal law including land use, labor and personnel relations, finance, civil and criminal litigation, real estate, risk management and environment.

Interested parties may request a Request for Proposals (RFP) from the Town Manager's office located at the Town Office, 3 Chase Street Suite 1, Bridgton ME 04009 or on the Town website www.bridgtonmaine.org.

Sealed proposals, in whole or in part, clearly marked "Legal Services for the Town of Bridgton" must be submitted to the Bridgton Town Manager, Bridgton Town Office, 3 Chase Street, Suite 1, Bridgton, Maine 04009 by 4:00p.m. on or before Friday, October 9, 2020. Respondents must submit an original proposal and seven (7) copies.

Sincerely,

Robert A. Peabody, Jr.
Town Manager

REQUEST FOR PROPOSAL

Legal Services for the Town of Bridgton

The Town of Bridgton, Maine, hereby solicits proposals from individual attorneys and/or law firms to represent the Town as its Town Attorney. The Attorney and/or firm selected by the Town would serve as legal counsel to the Board of Selectmen, the Town Manager, all town departments and various town boards, committees, agencies, commissions, and coordinate with management an annual Board and Employee training which is conducted by the attorney and/or law firm, when approved by the Town Manager for a contract term beginning as soon as possible. Term of contract shall be negotiable.

The Town of Bridgton's selection will be based on its evaluation of the written proposal, the attorney and/or firm's qualifications and experience, client references, the areas of legal services with which the attorney and/or firm are willing to provide, an oral presentation (if requested) and the overall fee structure. The Town may consider engaging more than one firm for services should responses demonstrate particular strength in one or more areas outlined in this request.

Sealed proposals, in whole or in part, clearly marked "Legal Services for the Town of Bridgton" must be submitted to the Bridgton Town Manager, Bridgton Town Office, 3 Chase Street, Suite 1, Bridgton, Maine 04009 by 4:00p.m. on or before Friday, October 9, 2020. Respondents must submit an original proposal and seven (7) copies.

The Town reserves the right to accept or reject any or all proposals for any reason, to negotiate with any attorney, law firms, or business and to select one or more of the attorneys and/or law firms deemed to have submitted a proposal which in the judgment of the Bridgton Board of Selectmen is in the best interest of the inhabitants of the Town of Bridgton. The Town of Bridgton specifically reserves the right to accept more than one proposal and may select more than one attorney and/or law firm to serve as legal counsel to the Town of Bridgton.

Introduction

The Town of Bridgton has a Town Meeting / Selectmen / Town Manager form of government. The population of the Town is approximately 5,210 (2010 Census). The current gross annual municipal budget is \$ 7,765,632. Legal services are currently budgeted at \$56,500. There are two enterprise funds: Water Reclamation (\$125,902-current gross appropriation) and Salmon Point Campground (\$34,330-current gross appropriation). Salmon Point Campground has 60 sites which are leased from May 1st to October 15th on a seasonal basis.

The Town recently updated and revised its Personnel Policy effective June 23, 2020. There is a Town of Bridgton Union Contract between the Town of Bridgton and Bridgton Police Department effective July 1, 2019 to June 30, 2022 and an Agreement between the Town of Bridgton and the Public Works Department effective July 1, 2019 to June 30, 2022. The Town employs 46 full-time employees as well as part-time and seasonal employees.

General Requirement of the Proposal

1. The Attorney and/or law firm submitting a proposal must be in good standing and licensed to practice law before all courts and administrative agencies of the State of Maine and before the United States District Court for the District of Maine.

2. The proposal must identify the principal attorneys within the firm who would be providing legal services to the Town and identify those areas of legal work described in Appendix A, attached hereto, which each such attorney would be providing. Resumes shall be submitted for each such attorney who would be providing services to the Town. The attorney and/or law firm making a proposal must describe the attorney and/or law firm's expertise in providing the services described in Appendix A and must list clients and references with addresses and phone numbers who may be contacted by the Town of Bridgton in connection with the proposal.
3. Attached to this request for Proposal is Appendix A, which describes various areas of legal work, which should be provided to the Town of Bridgton. Each applicant must place an "X" on the line next to each of those areas of legal work in which the applicant is willing and able to provide legal counsel to the Town of Bridgton. After Appendix A has been completed, it must be returned with the Proposal of the applicant. Unless the applicant indicates that the Proposal may only be accepted if the applicant is selected to represent the Town in every area designated by the applicant, the Town reserves the right, at its discretion, to appoint the applicant to represent the Town in one or more or all of the areas designated by the applicant. In addition, even if an applicant is selected to represent the Town with regard to one or more or all of the areas of legal work designated by the applicant, the Town reserves the right, at their discretion, to appoint another attorney and/or law firm to represent the Town with regard to such designated area of legal work from time to time if the Board of Selectmen and/or Town Manager deems such action to be in the best interest of the Town.
4. Any attorney or firm who submits a proposal in response to this Request may be required to make an oral presentation of the proposal upon notification of such request by the Town Manager of Bridgton.
5. The attorney or firm that is selected by the Town of Bridgton may be required to sign a contract and additional terms and provisions may be included in the contract. The contents of the proposal submitted by the applicant and this Request for Proposal, will be part of any such contract awarded.
6. Any attorney or firm selected by the Town of Bridgton will be prohibited from assigning, transferring, conveying, or otherwise disposing of its contract for legal service with the Town or their rights, title or interest therein of its power to execute such agreement to any other person, company, partnership or corporation without the previous consent and approval in writing of the Town Manager of Bridgton.
7. Each applicant must identify an address of the offices of the attorneys who would provide services to the Town of Bridgton and their proximity in miles and driving time to the Bridgton Town Office. The applicant must indicate their availability to provide services in the evening hours between approximately 6:00 p.m. and 10:00 p.m.
8. The attorney and/or legal firm selected as a result of this Proposal shall indemnify the Town of Bridgton from all suits, actions, or claims of any kind brought on account of any injuries or damages sustained by any person resulting from any act or omission by the attorney or the firm or its employees which constitutes negligence or malpractice. The applicant shall be required to carry professional liability insurance, and the application must specify the carrier and the coverage limits. Any coverage limits less than \$1,000,000 must be fully explained. The successful applicant or applicants shall provide and maintain a certificate of current insurance coverage to the Town.
9. Each applicant submitting a proposal to the Town of Bridgton shall state that the proposal is made without any connection with any other applicant making any proposal for the same service.
10. Each applicant must state the compensation that will be required for the services of the applicant. The Town of Bridgton will entertain proposals for payment on an hourly basis, on a lump sum retainer basis, or any combination thereof. Itemized bills including the date, time and description of

service and department requesting service will be required to be submitted before each payment will be made by the Town of Bridgton. Such bills shall be submitted on a basis no more frequently than monthly.

Billing for services shall be explained in detail including all support services such as: paralegal, clerical, supplies, mileage, research through West Law or other equivalent services, and other expenses. Applicants shall identify whether they have a toll-free telephone number.

Applicants shall also list any services that will be provided free of charge such as attendance at annual or special town meetings and/or educational forums on various topics.

11. The agreement between the Town of Bridgton and any applicant who is selected shall provide that either party may terminate the contract, with or without cause, upon fourteen (14) days advance written notice to the other party, provided that the Town of Bridgton may terminate the contract and provided that any work or services which are in progress but are not completed as of the date of termination shall be continued by such attorney until such work is completed, if the Town so wishes.
12. The Town of Bridgton will not be responsible for any expenses incurred by an applicant in preparing and submitting a proposal.
13. Each applicant must agree to keep a complete record of all actions, suits, proceedings and other matters handled by the attorney for the Town, including written opinions on legal matters, and to deliver such records, documents and property of every description in his/her possession, belonging to his/her office or to the Town, to his/her successor, who shall give him/her duplicate receipts therefore, one of which he/she shall file with the office of the Bridgton Town Clerks office.
14. The Town prefers to conduct business using e-mail and other electronic media, when reasonable within the confines of confidentiality and other business constraints. To that end, it is frequently important for the Town to be able to receive digital copies of ordinances, policies, contracts, and other documentation that are readable by the Town's official software (Microsoft Office products). Should the applicant not generate original documentation using this software, the applicant shall explain how the transmittance of documents will not lose their formatting (e.g. – **bold**, *italic*, ~~strikethrough~~, underline, **fonts**).
15. The Town expects each applicant to demonstrate how it will manage casework for the Town of Bridgton. Each applicant shall identify their response time to questions and assistance (e.g. – verbal response within 1-hour, written response within 24 hours).
16. The Town is interested in developing and implementing practices that promote litigation prevention through proactive and educational methods. Each applicant shall identify their thoughts and proposed approach toward providing proactive legal services, which will minimize claims and expensive litigation.

APPENDIX A

The areas of legal work to be provided by the Bridgton Town Attorney shall include the following items. While this list is representative of the areas of work required, it is not exhaustive, and applicant acknowledges and agrees to perform work in other areas as may be requested by Town Officials. Please place an "X" next to each item, which the applicant agrees to perform and write the name of the principal attorney who will be responsible for providing such service next to each such item.

- | | |
|-------|---|
| <hr/> | 1. Police and law enforcement practices. |
| <hr/> | 2. Fire and fire prevention practices. |
| <hr/> | 3. Road, bridge, sidewalk construction and maintenance practices. |
| <hr/> | 4. Animal Control and Enforcement. |
| <hr/> | 5. Compliance with enforcement of State and Federal environmental laws. |
| <hr/> | 6. Eminent domain proceedings. |
| <hr/> | 7. Deeds, easements, and contracts pertaining to real estate and title opinions. |
| <hr/> | 8. Labor and personnel matters including hiring, disciplinary proceedings, termination, personnel policies, and employment contracts. |
| <hr/> | 9. Tax assessment and lien practices. |
| <hr/> | 10. Collection of unpaid taxes, fines, loans, or other monies owed to the Town. |
| <hr/> | 11. Maintenance and regulation of recreation areas including parks. |
| <hr/> | 12. Municipal bond counsel. |
| <hr/> | 13. Drafting of municipal ordinances and related amendments. |
| <hr/> | 14. Preparation of contracts and agreements to which the Town is a party. |
| <hr/> | 15. Advice regarding insurance coverage and insurance claims. |

16. Attendance at Board of Selectmen meetings, Planning Board meetings, Appeals Board meetings, and other related committee meetings when so requested for the purpose of giving legal advice when requested by its members. It is acknowledged that such meetings occur predominantly in the evening hours.

17. Prepare, when authorized by the Board of Selectmen, all charged and complaints against, and appear in the appropriate court in the prosecution of, every person charged with a violation of a Town ordinance or law enforced by the Town.

18. Defend municipal officials, including the Board of Selectmen, the Planning Board, the Appeals Board, the Town Manager, Town employees or any other municipal board or committee in the prosecution of a violation of any law or regulation or in any claim.

19. Represent the Town of Bridgton and any of its municipal officials in any other general litigation.

20. Provide general legal advice, oral or written, to the Town Manager and the Board of Selectmen or its committees or any Town Official, when requested and approved by the Town Manager, upon legal questions arising in the conduct of Town business.

21. Provide legal advice regarding renewal of or interpretation of cable television contract.

22. Solid waste collection and disposal.

23. Education law.

24. Discrimination claims.

25. Annual Board Training

26. Annual Employee Training

27. Other areas of expertise not covered in items 1-26.

APPENDIX B

Proposal Form

To facilitate comparison of competing proposals, the Town respectfully requests applicants to complete the following form. Please feel free to attach additional sheets where the information requested is more extensive than the space provided.

Contact Information

Name of firm: _____

Mailing address: _____

Physical address: _____

Telephone: _____

Fax: _____

E-mail address: _____

Web site address: _____

Name of lawyer proposed as Town Attorney: _____

Estimated percentage of time he/she spends on municipal legal affairs: _____ %

Electronic Business

Can your firm provide ordinances and documents in Microsoft Office application formats? _____

If no, explain compatibility: _____

Can your firm transmit documents over the Internet using e-mail? _____

Does your firm use e-mail in the regular conduct of your business? _____

Professional Liability Insurance

Insurance Carrier: _____

Limits: _____

Financial Consideration

Attorney cost/hour (indicate discount from regular rates if applicable): _____

Associate attorney cost/hour (indicate discount from regular rates if applicable): _____

Paralegal cost/hour (indicate discount from regular rates if applicable): _____

Clerical cost/hour (indicate discount from regular rates if applicable): _____

Other staff cost/hour (indicate discount from regular rates if applicable): _____

Will billable rates for travel include both ways, one way or no charge: _____

Mileage expense rate: _____

Research services cost/hour (e.g. West Law): _____

Other costs (photocopying, fax, telephone expense, other) _____

Attachments: Please attach the following:

- Outline of the size and experience of the law firm.
- Resumes of legal staff with whom the Town would be working with.
- An explanation of how your firm envisions the legal transfer of authority and responsibility in the absence or inability to act as the Town Attorney.
- An explanation of how the Town will be billed for consultations between two attorneys who are both members of your legal firm.
- Explanation of how the firm will be able to respond to requests for services ("turn around time").
- Listing of municipal clients and other references (with addresses and phone numbers).