

## BRIDGTON BOARD OF SELECTMEN'S MEETING AGENDA

**DATE:** Tuesday, January 12, 2021  
**TIME:** 4:00 P.M.  
**PLACE:** VIRTUAL

Board of Selectmen Recurring  
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1. Call to Order
2. Pledge of Allegiance
3. 4:00 P.M. Executive Session: Board Matters Pursuant to MRS Title 1, Section 405.6A
4. Action Items Following Executive Session (if applicable)
5. Approval of Minutes
  - a. December 22, 2020
6. Public Comments on Non-Agenda Items (Each speaker *may* be limited to 3 minutes.)
7. Committee/Liaison Reports
8. Correspondence, Presentations and Other Pertinent Information
9. New Business
  - a. Awards and Other Administrative Recommendations
    1. Town Manager Evaluation Process
  - b. Permits/Documents Requiring Board Approval
    1. Revised Fee Schedule
    2. New Road Names
      - a. Starry Lane
      - b. Dala Road
      - c. Mulligan Way
    3. Appointment of Glenn R. Zaidman to the Pondicherry Park Committee
    4. Appointment of Rachel Miller to the Recycling Committee
    5. Appointment of Director to EcoMaine
    6. Victualer's License to Dunkin Donuts
  - c. Selectmen's Concerns
  - d. Town Manager's Report/Deputy Town Manager's Report

10. Old Business (Board of Selectmen Discussion Only)
  - a. Wastewater Status Update
  - b. Streetscape: Upper and Lower Main Street Status Update
11. Treasurer's Warrants
12. Public Comments on Non-Agenda Items (Each speaker *may* be limited to 3 minutes.)
13. Dates for the Next Board of Selectmen's Meetings  
January 26, 2021  
February 9, 2021
14. Adjourn

**Town Manager's Notes  
Board of Selectmen's Meeting  
January 12, 2021**

**1. Call to Order**

**2. Pledge of Allegiance**

**3. Executive Session: Board Matters**

*Motion: Move to enter into Executive Session pursuant to MRS Title 1 Section 405.6A to discuss a Board matter.*

**5. Approval of Minutes**

a. December 22, 2020

*Suggested Motion: Move to approve the December 22, 2020 Selectboard Minutes.*

**8. Correspondence, Presentations and Other Pertinent Information**

None

**9. New Business**

a. Awards and Other Administrative Recommendations

1. While typically occurring in May as noted on the form, the suggestion of holding the Manager's Evaluation in March has been raised by the Chair.

*Suggested motion: Move to set the Town Manager's Evaluation review for \_\_\_\_\_.*

b. Permits/Documents Requiring Board Approval

1. In your binder, please find the 2021-22 proposed Fee Schedule. The changes are noted. The Schedule will be effective January 1, 2021 and is reviewed on an annual basis.

*Suggested Motion: Move to approve the 2021-22 Fee Schedule effective January 1, 2021.*

2. Laurie Chadbourne, E-911 Addressing Officer, received the following Proposed Street Name Requests that have been reviewed by Cumberland County E-911(Please refer to the packet in your binder):

- i. *Suggested motion: Move to approve Starry Lane for the private way sited on Map 13 Lot 10A owned by Martin Wesolowski.*
- ii. *Suggested motion: Move to approve Dala Road for the private way sited on Map 2 Lot 9 owned by Matthew Delamates.*
- iii. *Suggested motion: Move to approve Mulligan Way for the private way sited on Map 19 Lot 35 owned by Jay and Bonny Sprinkle.*

3. Pursuant to Section 3: Committee Composition of the Pondicherry Park Stewardship Committee Agreement, the Town of Bridgton has the right to appoint up to three (3) individuals to serve as regular committee members. Currently, the Town has one.

*Suggested motion: Move to appoint Glenn (Bear) Zaidman to the Pondicherry Park Stewardship Committee to a three (3) year term.*

4. Rachel Miller has submitted an application to serve on the Recycling Committee. A Committee Roster and Charge, Mission and Authority for the Committee, and her application are in your binder.

*Suggested motion: Move to appoint Rachel Miller to the Recycling Committee.*

5. Pursuant to the By-Laws of ecomaine, Article IV §3. Election of Directors, and in accordance with the Interlocal Solid Waste Agreement and Waste Handling Agreement approved by the voters, each Participating Member shall appoint a Director to represent and vote the Voting Interest held by the Participating Member Municipality. Bridgton has not been represented since June 9, 2020. Copies of the By-Laws and Interlocal Agreement are in your binder.

***Suggested motion:*** Move to appoint \_\_\_\_\_ to the ecomaine Board of Directors.

6. BRM Donuts LLC dba Dunkin Donuts has applied for a Victualer License renewal. Appropriate Department Heads have signed off.

***Suggested motion:*** Move to approve a Victualer License renewal for BRM Donuts LLC dba Dunkin Donuts.

**10. Old Business**

- a. Wastewater Update
- b. Upper and Lower Main Street Status Update

Board Members Present (Virtual): Liston E. Eastman, Chairman; Glenn R. Zaidman, Vice-Chairman; Carmen E. Lone; Paul A. Tworog; G. Frederick Packard

Administration Present: Town Manager Robert Peabody; Deputy Town Manager Georgiann Fleck; Town Clerk Laurie Chadbourne; Community Development Director Linda LaCroix; Code Enforcement Officer Brenda Day; Public Services Director David Madsen; Finance Officer Charisse Keach; Police Chief Phill Jones (virtual); Health Officer Catherine Pinkham (virtual)

1. Call to Order

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

2. Pledge of Allegiance

The Board recited the "Pledge of Allegiance."

3. 4:00 P.M. Workshop; Discussion of Request for Proposal of Legal Services

The Board heard from Finance Officer Charisse Keach, Code Enforcement Officer Brenda Day, Community Development Director Linda LaCroix, Planning Board Chairman Deb Brusini, Town Clerk Laurie Chadbourne, Deputy Town Manager Georgiann Fleck and Town Manager Robert Peabody. Discussion ensued. The consensus of the Board was to not move forward with a request for proposal for legal services.

4. Approval of Minutes

a. November 17, 2020

b. December 8, 2020

**Motion** was made by Selectman Tworog for approval of the minutes from the November 17, 2020 and December 8, 2020 Board Meetings; second from Selectman Lone. 4 approve/0 oppose (Selectman Packard was absent for the vote.)

Selectman Lone asked for an update on the plan regarding the upcoming weather event to which Town Manager Peabody will ensure that Emergency Management Director Perrault follow up with the Board.

5. Public Comments on Non-Agenda Items

Local Health Office Cathy Pinkham reported that she worked with a chef and put together twenty lasagna dishes together and were given to the local food pantry. The dish was well received and folks were happy.

Local Health Officer Cathy Pinkham reported that Emergency Management Director Todd Perreault is working on a command center and is she will assist in any way possible.

Local Health Officer Cathy Pinkham has attended monthly meetings with Maine Health Organization regarding COVID and has participated in another webinar through Maine Municipal Association. Town Manager Peabody thanked Officer Pinkham for doing an outstanding job.

Deputy Town Manager Fleck followed up on Selectman Lone's concerns with the upcoming weather situation and stated that EMA Director does follow operating procedures and will keep the Board advised.

## 6. Committee/Liaison Reports

Vice-Chairman Zaidman reported that Mary Jewett from the Pondicherry Park Steering Park Committee requested that he become a voting member of Bridgton; this will be added to the January 12<sup>th</sup> agenda.

Chairman Eastman shared reported on the progress of the Ordinance Review Committee. Police Chief Jones added that Animal Control Officer Hodgkins has been trained and is very familiar with Title 7 laws.

## 7. Correspondence, Presentations and Other Pertinent Information

Chairman Eastman brought agenda item 7a1 forward.

### 1. Correspondence from Mary Shorey

Town Manager Peabody read the following letter from Mary Shorey into the record, "Dear Town Manager and Members of the Board of Selectmen, Last Tuesday, I listened to the Selectmen's Meeting. I was concerned that the proposed TIF agreement for Woodlands Senior Living could be a hardship for the town businesses and property owners. Other businesses and property owners will need to absorb the tax burden that will not be shared by this new business. Due to the virus restrictions, many businesses and households are struggling financially. A 100% or 85% agreement over 10 or 15 years seems wrong under the circumstances. This winter, some residents told me they were likely to vote for the assisted living ordinance change, because this new business would share the local tax burden. Instead, Bridgton taxpayers will pay more. Since this business seems to be able to expand in these difficult times, the business seems better off and capable of finding other ways to improve its financial situation. Also, the Selectmen need to consider what costs this new facility will add to the Town budget because of assessing town services. On another topic discussed, in regard to the neighborhoods experiencing speeding problems, please address this problem for North High Street. The posted limits would be safe, if drivers would follow them. Watching the Town's speed limit measuring sign, it was apparent that many drivers were exceeding the limit by 10 to 15 miles per hour. It is difficult to enter and exit driveways safely and difficult for pedestrians and bikers to stay safe. I share Mr. Cossey's and the Highland Ave residents' concern about the dangers of roadways in Town. No. High Street is dangerous too. Sincerely, Mary P. Shorey"

### a. Woodlands Memory Care of Bridgton Tax Increment Financing Amended Proposal

Community Development Director Lacroix provided a brief summary of the proposed Tax Increment Financing District and the potential impact to Bridgton. Director LaCroix reported that the voters agree as was evidenced by the overwhelming approval of the change to the district to enable the development of this facility. Town Manager Peabody provided additional information to support the development. **Motion** was made by Selectman Tworog to move forward with putting before the voters a TIF for this project that would be 85 percent for the first 10 years and 25 percent for the next ten years; (cost to be consumed by woodlands memory); second from Selectman Lone. 4 approve/1 oppose (Eastman was opposed)

### 1. Correspondence from Mary Shorey / *This item was addressed earlier in the meeting.*

### b. MaineEco Homes – Lakewood Estates at Mt. Henry Subdivision Municipal Sewer

Justin McIver, Maine Eco Homes, reported that he is developing Lakewood Estates on Mt. Henry Road which would consist of one hundred twenty-eight units; the cost to bring the town sewer lines to the project is approximately \$325,000 with \$100,000 of that being the pump station. He is willing to pay for the lines if the town will pay for the pump station. Engineer Brent Bridges and Town Manager Peabody both support the connection and requested time to review potential funding options; they will bring their findings back to the Board.

## 8. New Business

### a. Awards and Other Administrative Recommendations

#### 1. Grader Repair Proposal by Public Services Director

Public Services Director Madsen requested approval to repair the transmission in the grader; the cost to replace is \$38,018. Discussion ensued. The Board directed Director Madsen to explore alternatives.

#### 2. Additional Stop Sign at Intersection of Main Street and Kansas Road

Public Services Director recommended not to replace a stop sign at the intersection of Main Street and Kansas Road which stops traffic heading west from Junior Harmon Field. Police Chief Jones agreed with Director Madsen and added that the additional stop sign is not needed. **Motion** was made by Chairman Lone to approve the removal of the stop sign on Main Street at the Kansas Road intersection (which is currently not there); second from Selectman Packard. 4 approve/1 oppose (Vice-Chairman Zaidman opposed)

### b. Permits/Documents Requiring Board Approval

#### 1. Appointment of Robert Peabody Jr. as Town Manager, Tax Collector, Treasurer, and Road Commissioner

**Motion** was made by Selectman Lone to approve Robert A. Peabody Jr. as Town Manager, Tax Collector, Treasurer, and Road Commissioner for a one year term commencing January 1, 2021 and ending December 31, 2021; second from Selectman Tworog. 5 approve/0 oppose

#### 2. 2021 Annual Appointment Confirmations

**Motion** was made by Selectman Lone to confirm the 2021 appointments as submitted by the Town Manager; second from Selectman Packard. 5 approve/0 oppose

#### 3. Accept Payment and Approve Quitclaim Deed to Torres (tax acquired property located on map 14, lot 52A; 200 Dugway Road)

**Motion** was made by Selectman Packard to accept the payment and approve a municipal quitclaim deed to Dale E. Torres for property described as Map 14 Lot 52A Town of Bridgton Tax Maps; second from Selectman Lone. 5 approve/0 oppose

#### 4. Certificate of Commitment of Sewer User Rates Commitment #246

**Motion** was made by Selectman Lone to commit the September 1, 2002 to November 30, 2020 Sewer User Rate Commitment #246 comprising 2 pages totaling \$16,755.62 to the Treasurer for collection; second from Vice-Chairman Zaidman. 5 approve/0 oppose

#### 5. Vote to Authorize Lease Purchase of \$163,546 and Related Accessories

**Motion** was made by Vice-Chairman Zaidman to vote to authorize the lease purchase of a 2021 western star truck with plow and related accessories in the principal amount of up to \$16,546 be adopted in form presented to this meeting; second from Selectman Packard. 5 approve/0 oppose

#### 6. Land Use Enforcement Against Joseph T. & Rayanne M. Muise

The Board directed CEO Day and Health Officer Cathy Pinkham to work with the property owners for resolve and report back to the Board in March 2021.

#### 7. Land Use Enforcement Against Randy Gardner

**Motion** was made by Chairman Eastman that town counsel is authorized and directed to file a Rule 80K enforcement proceeding against Mr. Gardner in Maine District Court (this approved vote may be incorporated into a future 80K enforcement lawsuit, showing the Board's action, as public officials, to initiate such 80K enforcement lawsuit; second from Selectman Tworog. 5 approve/0 oppose

#### 8. Revised Fee Schedule

The Board requested that the sewer fees be clarified and will consider the schedule at their meeting on January 12, 2021.

#### 9. Proposed Revision of the Bottle Collection Policy

**Motion** was made by Selectman Lone to approve the revised Bottle Collection Policy as amended; second from Vice-Chairman Zaidman. 5 approve/0 oppose

##### c. Selectmen's Concerns

- **Chairman Eastman** had no concerns.
- **Selectman Packard** had no concerns.
- **Selectman Tworog** asked about the budget process in extending the municipal subsidized day care by taking funds from another location and spending it. This program is an example of a program that was not approved or voted on by the voters and that funding was designated for other uses. As we go into budget season, as to whether we can move closer to a line item budget to carefully consider what is in each bucket and not move money around too much.
- **Selectman Tworog** had suggested to the Town Manager that it would be helpful if the Board was provided with the 2019, 2020 and 2021 salary and related for each year by department.
- **Vice-Chairman Zaidman** suggested that Sabattus Island be plowed out in the winter for parking. The Board agreed and Public Services Director Madsen will plow the area as requested.
- **Selectman Lone** had no concerns.

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

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

TOWN OF BRIDGTON  
DEPUTY TOWN MANAGER'S REPORT  
December 22, 2020

##### Recreation

Create hope, magic and togetherness in our Community!!! Join us on Christmas Eve at 6:00p.m., come outside and ring a bell for 2 minutes to spread the Christmas spirit and help Santa fly his sleigh! No bell? Sing a Christmas song...just join us and make this a town-wide event!

**FREE PROGRAM! Snowshoe Club.** Beginning January 12th; Middle School Tuesdays 3-4:15p.m.; Kindergarten through 5th grade Cohort A Wednesdays 3-4p.m. and Cohort B Thursdays 3-4p.m. Adults - day and time based on interest. Join us as we go through Pondicherry Park every week this winter. There are snowshoes available for all ages. Register online at [BridgtonMaine.org](http://BridgtonMaine.org) under the recreation page! Volunteers are needed & Maine CDC Guidelines are followed.

**Town Ice Rink is Opening!** The ice rink located at 28 North High Street will open starting December 26th (pending outside temperatures). Check website for updates. Following CDC guidelines, must mask, maximum skaters in the building are 10 with a 1 hour time limit if others are waiting to skate, sign in and COVID screening questions before entering. Skates are available to use and are disinfected after each use.

For more information on these and more please refer to [bridgtonmaine.org](http://bridgtonmaine.org) or call or text 647-1126. Have Fun, Stay Active and Stay Safe!



## Closures

Effective Saturday, December 19th, the Transfer Station STORE will be closed due to updated COVID restrictions, until further notice. Stay tuned for further updates.

The Town Office will be closing at Noon on Thursday, December 24, 2020 and will be closed on Friday, December 25th, Christmas Day and on Friday, January 1st New Years Day.

## Bridgton Fire Department

The Bridgton firefighters have been busy with the past few storms. The storm on December 5th and December 6th we dealt with approximately 28 calls for service over 24 hours. The fire hydrants in the village, and North Bridgton have been maintained and shoveled over the past few storms. We take this very serious and strive to keep them cleaned out and ready for service. Most of our annual testing has been completed, the last testing will be the ladder truck, all engines and ground ladders will be tested this Tuesday. Specialty Services cleaned and checked all four stations heating systems Monday of this week.

I would like to say thank to our Health Officer, Catherine Pinkham, for her dedication to the position and the citizens answering and responding to so many questions on various health issues as well as the Coronavirus. She is currently working with Todd Perreault, EMA Director, on an incident response policy. The Command Center is on its way! Catherine organized 20 home-made lasagna meals that were passed out at the Bridgton food Pantry recently. She continues to participate in pertinent MMA webinars and is in close contact with the CDC. We have also worked to establish a Health Officer page on our website with general information as well as information on the Coronavirus and on-line forms for general inquiries and concerns which will be forwarded to Catherine so she can review the questions, research and respond accordingly.

## General

Georgiann M. Fleck, Deputy Town Manager and Nikki Hamlin, Executive Secretary, continue to participate in MMA classes...most recently were "Handling COVID during cold and flu season" and "Controlling indoor air quality to reduce COVID 19 transmission."

Masks are required upon entering the Town Office. If you forgot yours, there is a station at the entry door with masks and hand sanitizer available.

Masks are also required at the Bridgton Transfer Station.

I would like to take this opportunity to wish the Board, all the employees of the town and the Citizens of Bridgton a very Merry Christmas and a Happy and Healthy New Year!

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

Respectfully submitted,

Georgiann M. Fleck, Deputy Town Manager

*Vice-Chairman Zaidman left the meeting.*

## 9. Old Business

### a. Wastewater Status Update

Brent Bridges, P.E., provided a brief update on the wastewater status.

### b. Streetscape: Upper and Lower Main Street Status Update

Town Manager Peabody provided a brief update on the upper and lower main street status.

### c. Community Development Advisory Committee Recommendations for CDBG Infrastructure Development Funds

Community Development Director LaCroix provided an update on the Community Development Advisory Committee recommendations for CDBG infrastructure development funds. The committee supports two projects with the idea that anticipated funds will be sufficient to complete both. Director LaCroix will get the sidewalk from Shorey Park area to the start of Kennard Street and the pedestrian bridge to run beside the Willet Road Bridge into application form.

10. Treasurer's Warrants

**Motion** was made by Selectman Lone for approval of Treasurer's Warrants numbered 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84 and 85; second from Selectman Packard. 4 approve/0 oppose

11. Public Comments on Non-Agenda Items

There were no public comments.

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

January 12, 2021

January 26, 2021

13. Adjourn

Chairman Eastman adjourned the meeting at 8:17 P.M.

Respectfully submitted,

Laurie L. Chadbourne,  
Town Clerk

Date: December 22, 2020

**VOTE TO AUTHORIZE LEASE PURCHASE OF \$163,546.00 AND RELATED ACCESSORIES.**

Under and pursuant to the provisions of Title 30-A M.R.S., Sections 5721, 5722, and 5728, approval of the voters of the Town of Bridgton (the "Town") at a Town Meeting duly called and held on July 14, 2020, and all other applicable law, the Select Board of the Town hereby VOTES as follows:

1. That the Town Manager of the Town (the "Town Manager") is authorized to solicit proposals from lease purchase companies and to execute and deliver a lease purchase agreement in the name and on behalf of the Town to provide financing for 2021 Western Star truck with plow Model 4700SF and related accessories (the "Equipment") in a principal amount not to exceed \$163,546.00 (the "Maximum Principal Amount") in such form and on such terms not inconsistent with said Town Meeting approval and this Vote, as the Town Manager may approve (the "Lease");
2. That, to the extent not inconsistent with said Town Meeting approval and this Vote, the Town Manager is authorized to select such date(s), maturity(ies), denomination(s), interest rate(s), place(s) of payment, form(s), and other details of the Lease as the Town Manager may approve, said approval to be conclusively evidenced by the execution and delivery thereof;
3. That the Town Manager is authorized to execute and deliver on behalf of the Town such tax compliance certificates and arbitrage and use of proceeds certificates as may, in the Town Manager's judgment, be necessary or convenient to effect the transactions authorized by this Vote;
4. That the Town Manager is authorized to covenant on behalf of the Town that (i) no part of the proceeds of the Lease shall be used, directly or indirectly, to acquire any securities and obligations, the acquisition of which would cause the Lease to be an "arbitrage bond" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, (the "Code"), and (ii) the proceeds of the Lease and the Equipment financed by the Lease shall not be used in a manner that would cause the Lease to be a "private activity bond" within the meaning of Section 141 of the Code;
5. That the Town Manager is authorized to covenant on behalf of the Town to file any information report and pay any rebate due to the United States in connection with the issuance of the Lease, and to take all other lawful actions necessary to ensure the interest portion of the rental payments under and pursuant to the Lease will be excludable from the gross income of the owners thereof for purposes of federal income taxation and to refrain from taking any action which would cause such interest portion of the rental payments to become includable in the gross income of the owners thereof;
6. That the Town Manager may, as applicable, designate the Lease as a qualified tax-exempt obligation within the meaning of Section 265(b)(3) of the Code;
7. That the Town hereby resolves and declares its official intent pursuant to Section 1.150-2(e) of the Treasury Regulations that the Town reasonably expects to use the proceeds of the Lease to reimburse certain original expenditures from the Town's general or other fund, paid not earlier than 60 days prior to adoption of this Vote or to be paid, which original expenditures have been or will be incurred in connection with costs of the Equipment; and that the Town reasonably expects that the maximum principal amount that the Town will issue to finance the Equipment is the Maximum Principal Amount, as stated hereinabove, and further that an attested copy of this declaration of official intent be kept in the permanent records of the Town;

8. That the appropriate officials of the Town, acting singly, are authorized to execute and deliver on behalf of the Town such other documents and certificates as may be required in connection with the Lease;
9. That if the Town Manager or any other officer or official of the Town is for any reason unavailable to, as applicable, approve, execute, or attest the Lease or any related financing documents, the person acting in any such capacity, whether as a successor, assistant, deputy, or otherwise, is authorized to act for such officer or official with the same force and effect as if such officer or official had performed such act; and
10. That an attested copy of this Vote is to be filed with the minutes of this meeting.

A true copy, attest:



Town Clerk

Town of Bridgton

## TOWN OF BRIDGTON FEE SCHEDULE

### GENERAL GOVERNMENT

Returned Checks .....	\$ 35.00
Misc. Copies .....	\$ 0.50 per page
Misc. Copies 11 X 17.....	\$ 1.00 per page

### CEMETERY

Cemetery Lot Cost (Minimum 2 grave lot purchase) Resident/ Taxpayer.....	(\$ 300.00) \$ 400.00	per site
Cemetery Lot Cost (Minimum 2 grave lot purchase) Non-Resident.....	(\$ 400.00) \$ 500.00	per site
Cremation Lot Cost in Urn Garden – Resident/Taxpayer.....	(\$ 150.00) \$ 200.00	per lot
Cremation Lot Cost in Urn Garden – Non-Resident.....	(\$ 200.00) \$ 250.00	per lot
Interment (Burial) or Disinterment (work week) Full Grave .....	\$ 500.00	
Interment (Burial) or Disinterment (outside normal work week) Full Grave.....	(\$ 550.00) \$ 700.00	
Interment (Burial) or Disinterment (work week) Cremation.....	\$ 200.00	
Interment (Burial) or Disinterment (outside normal work week) Cremation.....	(\$ 225.00) \$ 350.00	
Administration Fee (may be applicable).....	\$ 50.00	

### ASSESSING RECORDS

Individual property record cards.....	\$ 1.00
Transfer tax declaration.....	\$ 0.50 per page
Complete set of Tax Maps (Small and Large) Contact John E. O'Donnell & Associates	
Individual Tax Map Sheets (11"X17") .....	\$ 1.00
Computer Lists.....	\$ 50.00 per list
Printed Commitment, owner by map or alpha.....	computer hour + \$ 0.50 per page
Property Pictures.....	Black & White \$1.00 / Color. \$ 2.00 per page
Property Deeds.....	\$ 1.50/page

*\*Data not available at the time of request will be provided as soon as it is ready. Payment in advance for fee specific items is required; on items where the fee is based on unknown number of hours or pages, an estimate will be made and a deposit of 50% is required.\**

### LICENSES / PERMITS

Victualer - Fast Food.....	\$ 25.00
Victualer - Restaurant (under 50 seating).....	\$ 25.00
Victualer - Restaurant (over 50 seating).....	\$ 40.00
Pool Room.....	\$ 10.00
Hawker & Peddler.....	\$ 25.00
Outdoor Entertainment (Fee Set by Ordinance).....	\$100.00
Liquor License – Renewal.....	\$ 25.00
Liquor License - Initial Application (includes advertising).....	(\$ 30.00) \$ 55.00
Liquor License Advertising (new licenses only) .....	\$ 30.00
Pinball Machines.....	\$10.00/per machine

## **LICENSES / PERMITS (Continued)**

Special Amusement Permit (includes advertising) .....	(\$ 25.00) \$ 55.00
Special Amusement Permit Advertising .....	\$ 30.00

## **MARIJUANA LICENSING FEE SCHEDULE**

Dispensary .....	\$ 2,000.00
- Medical Marijuana Registered Dispensary .....	
Retail Store .....	\$ 1,500.00
- Medical Use Marijuana Caregiver Retail Store .....	
- Adult Use Marijuana Store .....	
Medical Marijuana Caregiver Facility .....	\$ 1,500.00
- Medical Marijuana Large-Scale Caregiver Operation .....	
- Medical Marijuana Multiple Registered Caregiver Facility .....	
Adult Use Cultivation Facility .....	
- Tier 1 (canopy up to 500 sf) .....	\$ 500.00
- Tier 2 (canopy up to 2,000 sf) .....	\$ 1,000.00
- Tier 3 (canopy up to 7,000 sf) .....	\$ 1,500.00
- Tier 4 (canopy over 7,000 sf) .....	\$ 3,500.00
Manufacturing Facility .....	\$ 1,000.00
- Medical Marijuana Manufacturing Facility .....	
- Medical Marijuana inherently Hazardous Substances Extraction Operation .....	
- Adult Use Marijuana Products Manufacturing Facility .....	
Testing Facility .....	\$ 1,000.00
- Medical Marijuana Testing Facility .....	
- Adult Use Marijuana Testing Facility .....	
Police Department Administrative Fee .....	\$ 31.00

## **SEWER DEPARTMENT**

Equivalent User Fee (Per Equivalent User) .....	\$ 98.80 per quarter
Initial Hook-up Charges (Residential) .....	\$ 600.00
Initial Hook-Up Charges (Commercial) .....	\$ TBD

## **POLICE DEPARTMENT**

Law Report .....	\$ 5.00 per report
Concealed Weapon Permit (New) .....	\$ 35.00
Concealed Weapon Permit (Renewal) .....	\$ 20.00
Concealed Weapon Permit (Change of Address) or replacement card .....	\$ 2.00
Crash Reports .....	\$ 25.00
Dog Impound .....	\$ 30.00
Parking Tickets -1 <sup>st</sup> offense .....	\$ 10.00
Parking Tickets -2 <sup>nd</sup> and subsequent offenses .....	\$ 20.00
Parking Tickets – Interfering with plowing .....	\$ 25.00
Fingerprints (one/two cards) Resident .....	\$ 5.00
Fingerprints (one/two cards) Non-Resident .....	\$ 15.00
Sex Offenders Registry (Risk Assessment 30-60 minutes) .....	\$ 25.00

*\*Additional Requests for Information - costs/charges based on scope, time and materials involved.\**

## **FIRE DEPARTMENT**

Fire Permit.....\$ No Charge

## **CODE ENFORCEMENT**

### **Ordinance/Regulations – Price per copy**

Shoreland Zoning Ordinance.....\$ 12.00  
Shoreland Zoning Map (Color).....\$ 1.00  
Floodplain Maps.....\$ 3.00  
Curfew Ordinance; Bicycle Ordinance; Special Amusement Ordinance; Outdoor Festival  
Ordinance; Dog Control Ordinance; Skateboard Ordinance; Street Naming & Addressing  
Ordinance; Automobile Graveyards, Junkyards & Automobile Recycling Business,  
Ordinance Restricting Vehicle Weight.....\$ 1.00  
Certain Trust Funds.....\$ 2.00  
Alarm Ordinance, Site Plan Review Ordinance, Bear River Aquifer Ordinance; Willis  
Brook Aquifer Protection Ordinance; Building and Razing Ordinance; Tower Ordinance,  
Sewage Ordinance; Sign Ordinance; Floodplain Ordinance.....\$ 5.00  
Comprehensive Plan.....\$ 14.00  
Comprehensive Summary.....\$ 9.00  
Subdivision Regulations.....\$ 10.00

### **Application Fees**

Minor Site Plan Review Application (Departmental Review).....\$ 50.00  
Major Site Plan Review Application (Site Plan of Development) Per Lot / Unit \$ 100.00 + \$ 250.00/(escrow)  
Subdivision Application and Revisions Per Lot / Unit.....\$ 100.00 + \$ 150.00 (escrow)  
Tower Application.....\$ 100.00 + \$ 250.00/(escrow)  
Willis Brook and Bear River Aquifer Application.....\$ 100.00 + \$ 250.00/(escrow)  
Appeals Board Application.....\$ 250.00 + \$ 500.00/(escrow)  
Application for Flood Hazard Development Permit.....\$ 25.00

### **Building Permit Fees**

Minimum Permit Fee.....\$ 25.00  
New Construction or Additions (finished area).....\$ 0.28 per sq. ft.  
New Construction or Additions (unfinished area).....\$ 0.23 per sq. ft.  
Attached Garage.....\$ 0.28 per sq. ft.  
Detached Garage.....\$ 0.23 per sq. ft.  
Commercial/Industrial.....\$ 0.30 per sq. ft.  
Alteration or Renovations.....\$ 3.00 per thousand  
Docks.....\$ 0.23 per sq. ft.  
Swimming Pools (in-ground).....\$ 0.23 per sq. ft.  
Swimming Pools (above ground).....\$ 0.23 per sq. ft.  
Razing .....\$ 5.00  
Occupancy Permit (New Homes).....\$ 15.00  
Communication Towers (greater than 70').....\$ 250.00  
Communication Towers (less than 70').....\$ 3.00 per thousand  
Willis Brook and Bear River Aquifer Additional Building Permit Fee.....\$ 25.00

## **Plumbing Permit Fees (per 22 MRSA 9 and MRSA 42 Section 110.0)**

*\* A \$ 10.00 Administration Fee will automatically be added to any and all plumbing permit applications.*

*A \$ 15.00 surcharge is required and payable to the Department of Environmental Protection, Water Quality Improvement Fund, for all non-engineered subsurface wastewater disposal system permits.\**

Engineered System .....	\$ 200.00 + \$ 10.00
Non-Engineered System .....	\$ 250.00 + \$ 10.00 + \$ 15.00
Primitive System .....	\$ 100.00 + \$ 10.00
Separate grey waste disposal field .....	\$ 35.00 + \$ 10.00
Seasonal Conversion Permit .....	\$ 50.00 + \$ 10.00
Variance .....	\$ 20.00
System Components (installed separately)	
Alternative toilet (only) .....	\$ 50.00 + \$ 10.00
Disposal Field (engineered system).....	\$ 150.00 + \$ 10.00
Disposal Field (non-engineered system).....	\$ 150.00 + \$ 10.00
Treatment Tank (engineered system).....	\$ 80.00 + \$ 10.00
Treatment Tank (non-engineered system) .....	\$ 150.00 + \$ 10.00
Holding Tank .....	\$ 100.00 + \$ 10.00
Variance .....	\$ 20.00
Miscellaneous Other Components .....	\$ 30.00
New Internal Plumbing Code Fees (does not apply to Manufactured Housing)	
Fixture Fee (minimum).....	\$ 40.00 + \$ 10.00
Fixture Fee .....	\$ 10.00 /per fixture + \$ 10.00
Hook-up to public sewer.....	(\$ 10.00 + \$ 10.00) \$ 50.00
Hook-up to existing subsurface system .....	\$ 10.00 + \$ 10.00
Piping relocation with no new fixtures .....	\$ 10.00 + \$ 10.00
Permit transfer.....	\$ 10.00 + \$ 10.00

*\*For Internal fixtures the charge is \$10.00 per fixture or \$40.00, whichever is greater\**

## **PUBLIC WORKS DEPARTMENT**

Street Signs .....	\$ 50.00 per sign
Driveway Entrance Application.....	\$ 25.00
Moose Pond Causeway Stone/Granite.....	(\$ 300.00 each) \$ 40.00 per linear foot

## **RECREATION DEPARTMENT**

### **Summer Programs**

Swimming Lessons – Summer Only (Resident).....	(\$ 35.00) \$ 45.00 per session
Swimming Lessons – Summer Only (Non-Resident).....	(\$ 45.00) \$ 55.00 per session
Summer Camp (Resident).....	(\$ 75.00) \$ 85.00 per week
Summer Camp (Non-Resident).....	\$ 100.00 per week
Summer Softball.....	(\$ 30.00) \$ 45.00 per child

### **Spring Programs**

Baseball/Softball.....	(\$ 40.00) \$ 45.00 per child
Lacrosse.....	(\$ 40.00) \$ 45.00 per child



## **RECREATION DEPARTMENT (Continued)**

### **Winter Programs**

Basketball.....(\$ 40.00) **\$ 45.00** per child

### **Fall Programs**

Adult Flag Football.....\$ (TBA)

Soccer (Before June 30).....(\$ 30.00 / \$ 45.00) **\$ 45.00**

Soccer (After June 30).....(\$ 45.00 / \$ 65.00) **\$ 45.00**

### **Year Round**

Mad Science.....(\$ 60.00) **\$ 70.00**

BOKS.....\$ 20.00

Run Club.....**\$ No Charge**

Trips.....\$ (Price Varies)

Adult Trips.....\$ (Price Varies)

### **TOWN HALL**

Resident/Non-Profit Rental.....\$ 100.00 per day +

Custodial Fee.....\$ 50.00

Non Resident/Profit Rental.....\$ 200.00 per day +

Custodial Fee.....\$ 50.00

### **TRANSFER STATION**

Stickers (2 year) .....\$ 10.00

Commercial Haulers (annual fee).....\$ 100.00

Demolition.....\$ 0.10 per pound

Bulky.....\$ 5.00 each item

Tires: (car, SUV, Light Truck, Motorcycle) off wheel.....(\$ 1.50) **\$ 3.00** each

Tires: (car, SUV, Light Truck, Motorcycle) on rim.....(\$ 3.00) **\$ 6.00** each

Tires: (Commercial Truck).....\$ 10.00 each

Tires (Commercial Truck) on wheel.....\$ 20.00 each

Large Equipment Tires: See Attendant

Items containing freon .....(\$ 10.00) **\$15.00** each

#### **Universal Waste (Items that contain mercury)**

CFL's.....\$ 0.75 each

2 Foot Tube.....\$ 0.20 each

4 Foot Tube.....\$ 0.35 each

8 Foot Tube.....\$ 0.70 each

U Shape Bulbs.....\$ 0.70 each

Thermostats.....\$ 1.00 each

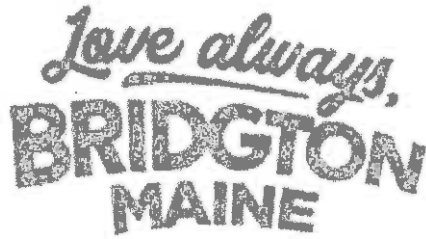
Mercury Vapor.....\$ 1.00 each

Opening on a Closed Day (Contractors).....(\$ 60.00) **\$ 150.00**

Compost for Sale.....\$ 10.00 per yard

Minimum payment .....\$ 5.00

*\*If Item is not listed there may not a fee but ask an attendant. All fees are subject to change without notice.\**



# Town of Bridgton

3 Chase Street, Suite 1  
Bridgton, ME 04009

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Laurie L. Chadbourne, Town Clerk  
Town Clerk's Office

## MEMORANDUM

**To:** Bridgton Board of Selectmen  
Robert A. Peabody, Jr., Town Manager  
David Madsen, Public Services Director

**From:** Laurie L. Chadbourne, E-911 Addressing Officer 

**Date:** December 29, 2020

**Re:** New Road Name

The property owner of Map 13 Lot 10A has proposed the following names for the private road:

First Choice: Starry Lane

Second Choice: Pond View

Third Choice: Evergreen Extension

This office recommends approval of Starry Lane and Cumberland County E911 Dispatch Center supports this recommendation.

Thank you for your consideration.

**Attachments:** Proposed Street Name Request Application  
Location Maps

Application Fee: \$50.00/per sign  
Paid \_\_\_\_\_

**Town of Bridgton**  
**Three Chase Street, Suite 1, Bridgton, Maine 04009**  
**207-647-8786**

**Proposed Street(s) Name Request**

As per The Street Naming and Addressing Ordinance adopted on June 12, 1996 at the Annual Town Meeting "Section 7.b" New Subdivisions. Any prospective subdivider shall show a proposed road name(s) in accordance with the provisions of this Ordinance. Final approval shall be granted by the Board of Selectmen following consultation and pre-approval by the E-911 Addressing Officer. Approved road name shall be shown on the mylar prior to final approval and signature by the Bridgton Planning Board.

Date: 12/15/2020

Applicant Name: MARTIN WESOLOWSKI

Applicant Address: 71 TEN PENNY ST FREEPORT, ME 04032

Applicant Phone Number: 413 265 1710

Map 13 Lot 10A

Subdivision Name (If Applicable): EVERGREEN RD

Total Distance of Proposed Road(s) 319 feet

Proposed Street Name(s) 1. STARRY LANE

2. POND VIEW

3. EVERGREEN EXTENSION

  
Applicant/Owner Signature

Date

12/15/2020

Reviewed by

Laurie L. Chadsbourne

Date

12.29.20

Approved By: \_\_\_\_\_

Town Manager for Board of Selectmen

Date

NOTE: Fees for necessary street sign(s) is determined in the Town of Bridgton Fee Schedule and is due and payable by the applicant. Purchase and installation of the street sign(s) will be the responsibility of the Town of Bridgton Public Works Department.

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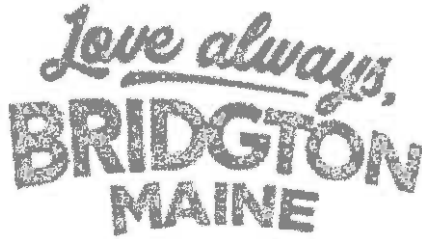
103

### Waterbodies (Reference)

0	0.03	0.06	0.11 ml
0	0.03	0.06	0.11 ml

A vertical scale bar with tick marks at 0, 0.04, 0.09, and 0.17 km.

USDA FSA, GeoEye, Maxar | Credit should always be given to the data source and/or originator when the data is transferred or printed. | Woodward & Curren | ArcGIS Web AppBuilder



# Town of Bridgton

3 Chase Street, Suite 1  
Bridgton, ME 04009

---

Laurie L. Chadbourne, Town Clerk  
Town Clerk's Office

## MEMORANDUM

**To:** Bridgton Board of Selectmen  
Robert A. Peabody, Jr., Town Manager  
David Madsen, Public Services Director

**From:** Laurie L. Chadbourne, E-911 Addressing Officer

**Date:** December 29, 2020

**Re:** New Road Name

The property owner of Map 2 Lot 09 has proposed the following names for the private road:

First Choice: Dala Road

Second Choice: Dala House Road

Third Choice: Titus Road

This office recommends approval of Dala Road and Cumberland County E911 Dispatch Center supports this recommendation.

Thank you for your consideration.

**Attachments:** Proposed Street Name Request Application  
Location Maps

Application Fee: \$50.00/per sign

Paid 50.00

**Town of Bridgton**  
**Three Chase Street, Suite 1, Bridgton, Maine 04009**  
**207-647-8786**

**Proposed Street(s) Name Request**

As per The Street Naming and Addressing Ordinance adopted on June 12, 1996 at the Annual Town Meeting "Section 7.b" New Subdivisions. Any prospective subdivider shall show a proposed road name(s) in accordance with the provisions of this Ordinance. Final approval shall be granted by the Board of Selectmen following consultation and pre-approval by the E-911 Addressing Officer. Approved road name shall be shown on the mylar prior to final approval and signature by the Bridgton Planning Board.

Date: 12-28-2020

Applicant Name: Matthew Delamater / Dala House LLC

Applicant Address: 535 S. Bridgton Rd, Bridgton ME

Applicant Phone Number: 207-595-1375

Map 2 Lot 09

Subdivision Name (If Applicable): N/A - Adjacent Lot owned by LLC - Dala Hou. LLC

Total Distance of Proposed Road(s) 1/4 mile

Proposed Street Name(s) Dala Road  
Dala House Road  
Titus Road

  
Applicant/Owner Signature

12-28-2020  
Date

Rachel Chadbourne  
Reviewed by Laurie L. Chadbourne

12-29-20  
Date

Approved By: \_\_\_\_\_

Town Manager for Board of Selectmen

Date

NOTE: Fees for necessary street sign(s) is determined in the Town of Bridgton Fee Schedule and is due and payable by the applicant. Purchase and installation of the street sign(s) will be the responsibility of the Town of Bridgton Public Works Department.

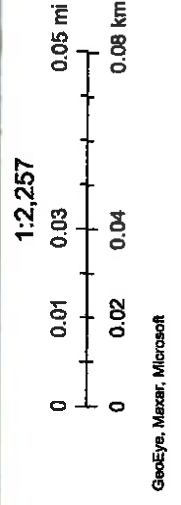


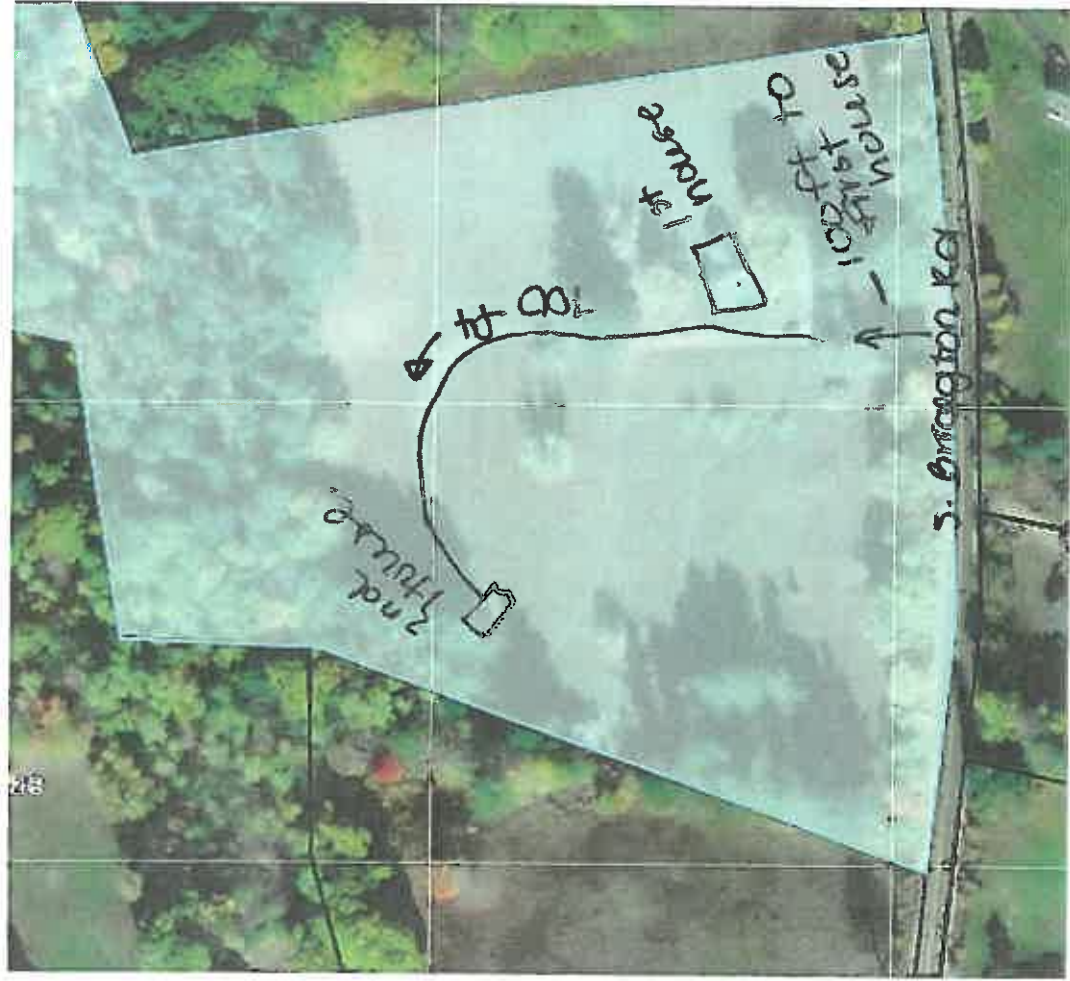
# ArcGIS Web Map



1/6/2021, 1:39:48 PM

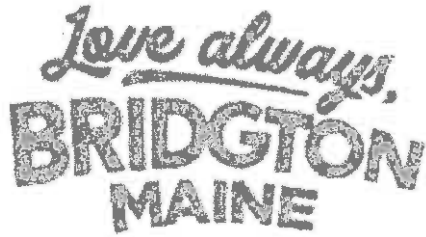
- ☐ Parcel (Reference)
- ☐ Roads (Reference)





Rd is 700 ft long





# Town of Bridgton

3 Chase Street, Suite 1  
Bridgton, ME 04009

---

Laurie L. Chadbourne, Town Clerk  
Town Clerk's Office

## MEMORANDUM

**To:** Bridgton Board of Selectmen  
Robert A. Peabody, Jr., Town Manager  
David Madsen, Public Services Director

**From:** Laurie L. Chadbourne, E-911 Addressing Officer 

**Date:** December 29, 2020

**Re:** New Road Name

The property owner of Map 19 Lot 35 has proposed the following names for the private road:

First Choice: Fairway Drive

Second Choice: Mulligan Way

Third Choice: Eagle Drive

The first choice Fairway Drive is similar to Faraway Drive. This office recommends approval of Mulligan Way and Cumberland County E911 Dispatch Center supports this recommendation.

Thank you for your consideration.

**Attachments:** Proposed Street Name Request Application  
Location Maps

Application Fee: \$50.00/per sign  
Paid \_\_\_\_\_

Town of Bridgton  
Three Chase Street, Suite 1, Bridgton, Maine 04009  
207-647-8786

Proposed Street(s) Name Request

As per The Street Naming and Addressing Ordinance adopted on June 12, 1996 at the Annual Town Meeting "Section 7.b" New Subdivisions. Any prospective subdivider shall show a proposed road name(s) in accordance with the provisions of this Ordinance. Final approval shall be granted by the Board of Selectmen following consultation and pre-approval by the E-911 Addressing Officer. Approved road name shall be shown on the mylar prior to final approval and signature by the Bridgton Planning Board.

Date: Dec. 20, 2020

Applicant Name: Tracy & Ronny Sprinkle

Applicant Address: 151 Black Mountain Rd Sweden, ME 04040

Applicant Phone Number: (207) 291-0297

Map 19 Lot 35

Subdivision Name (If Applicable): \_\_\_\_\_

Total Distance of Proposed Road(s) 1200 ft. (approx)

Proposed Street Name(s) Fairway Drive

~~Mulligan~~ Mulligan Way

Eagle Drive

[Signature]  
Applicant/Owner Signature

12/20/20  
Date

[Signature]  
Reviewed by Laurie L. Chadburne

12.29.20  
Date

Approved By: \_\_\_\_\_

Town Manager for Board of Selectmen

\_\_\_\_\_ Date

NOTE: Fees for necessary street sign(s) is determined in the Town of Bridgton Fee Schedule and is due and payable by the applicant. Purchase and installation of the street sign(s) will be the responsibility of the Town of Bridgton Public Works Department.

# ArcGIS Web Map



1/6/2021, 1:56:22 PM



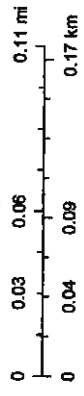
Search by Parcel ID \_Query result



Parcel (Reference)

Roads (Reference)

1:4,514



USDA FSA, GeoEye, Maxar

USDA FSA, GeoEye, Maxar | Credit should always be given to the data source and/or originator when the data is transferred or printed. | Woodard & Curran | ArcGIS Web AppBuilder

**Pondicherry Park Stewardship  
Committee Roster**

<b>Name</b>	Edwards, Daniel	<b>Title</b>	Member of Subcommittee for Park Maintenance
<b>Address</b>	83 Portland Road		
<b>E-Mail</b>	Bridgton ME 04009 dsedwardsart@gmail.com		
<b>Work</b>			
<b>Home</b>	(207)831-8092		
<b>Cell</b>			
<b>Other</b>			
<b>Name</b>	Evans, Jon	<b>Title</b>	Alternate
<b>Address</b>	31 Evans Road		
<b>E-Mail</b>	Bridgton ME 04009 stewardship@lelt.org		
<b>Work</b>			
<b>Home</b>			
<b>Cell</b>	(207)632-8510		
<b>Other</b>			
<b>Name</b>	Hayes, Leigh	<b>Title</b>	Alternate
<b>Address</b>	14 Pleasant Street		
<b>E-Mail</b>	Bridgton ME 04009 lmachayes@gmail.com		
<b>Work</b>			
<b>Home</b>	(207)647-9540		
<b>Cell</b>			
<b>Other</b>			
<b>Name</b>	Jewett, Mary	<b>Title</b>	Lakes Environmental Association Committee Chairman
<b>Address</b>	110 Pond Road		
<b>E-Mail</b>	Bridgton ME 04009 mary@leamaine.org		
<b>Work</b>			
<b>Home</b>	(207)647-8580		
<b>Cell</b>			
<b>Other</b>			
<b>Name</b>	Klausner, Rick	<b>Title</b>	Loon Echo Alternate Representative
<b>Address</b>	4 Kezar Heights Road		
<b>E-Mail</b>	Bridgton ME 04009 rklausn1@gmail.com		
<b>Work</b>			
<b>Home</b>	(207)461-2441		
<b>Cell</b>			
<b>Other</b>			

**Pondicherry Park Stewardship  
Committee Roster**

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<b>Name</b>	Lagoda, Mark	<b>Title</b>	Town of Bridgton Representative
<b>Address</b>	24 SKILLIN CIRCLE		
<b>E-Mail</b>	BRIDGTON ME 04009		
<b>Work</b>	MARKLAGODA@GMAIL.COM		
<b>Home</b>			
<b>Cell</b>	(207)595-9219		
<b>Other</b>			

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<b>Name</b>	Tworog, Paul	<b>Title</b>	Town of Bridgton Alternate/ Board
<b>Address</b>	4 Hillcrest Ave.		Liason
<b>E-Mail</b>	Bridgton ME 04009		
<b>Work</b>	selectmantworog@bridgtonmaine.org		
<b>Home</b>			
<b>Cell</b>	(207)595-8209		
<b>Other</b>			

## **Committee Agreement Pondicherry Park Stewardship Committee**

WHEREAS, Loon Echo Land Trust, Inc. ("LELT") conveyed certain lots or parcels of land in the Town of Bridgton, Cumberland County, Maine ("Pondicherry Park") to the Town of Bridgton ("Town"), by deed dated June 27, 2012 and recorded in the Cumberland County Registry of Deeds;

WHEREAS, said deed reserved to LELT a perpetual conservation easement ("Conservation Easement") protecting Pondicherry Park, dated June 27, 2012 and recorded in the Cumberland County Registry of Deeds;

WHEREAS, the Conservation Easement provides for the execution of a committee agreement in order to establish the Pondicherry Park Stewardship Committee ("Committee"), and this agreement ("Committee Agreement") hereby fulfills said requirement;

WHEREAS, Lakes Environmental Association ("LEA") has collaborated with LELT and the Town in the acquisition of and planning for the Pondicherry Park project;

NOW THEREFORE, in consideration of the mutual promises exchanged in this Committee Agreement, the parties hereby agree as follows:

### **1. PURPOSES**

The Purpose of the Committee is to develop and amend the Pondicherry Park Management Plan ("Management Plan") and implement the management activities, all in accordance with the terms and restrictions of the Conservation Easement, under the direction of the Town of Bridgton.

### **2. APPOINTING MEMBERS**

2.1. The following organizations and entities are designated as the Appointing Members ("Appointing Member"):

- 2.1.1. **Loon Echo Land Trust, Inc.**, a Maine nonprofit corporation qualified as exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code (IRC), having a mailing address of 8 Depot Street, Suite 4, Bridgton, Maine 04009; and;
- 2.1.2. **Lakes Environmental Association**, a Maine nonprofit corporation qualified as exempt from federal income tax under Section 501(c)(3) of the IRC, having a mailing address of 230 Main Street, Bridgton, Maine 04009; and
- 2.1.3. **Town of Bridgton**, a body corporate and politic organized and operating under the laws of the State of Maine, with a mailing address of Three Chase St., Suite 1, Bridgton, Maine 04009.

- 2.2. Additional Appointing Members may be admitted upon unanimous approval of the then current Appointing Members.

### 3. COMMITTEE COMPOSITION

- 3.1. Committee Members. LELET and LEA shall each have the right to appoint up to one (1) individual, and the Town shall have the right to appoint up to three (3) individuals, to serve as regular committee members ("Committee Members") for all purposes of conducting Committee business.
- 3.2. Alternate Committee Members. Each Appointing Member shall also have the right to appoint up to one (1) alternate member ("Alternate Committee Member") and shall, by approval of the Chairperson, vote in the absence of the Committee Member until adjournment of that meeting.
- 3.3. Subcommittees. The Committee may establish subcommittees ("Subcommittee") as working groups to help accomplish its Purposes. All Subcommittees are required to bring their recommendations to the Committee for approval. Subcommittees may have as many members as the Committee deemed necessary, however, should there be more than two (2) persons on a Subcommittee, all agendas must be posted seven (7) days in advance of their meeting (as described in Section 3.3.11) with a public record created within ten (10) days after the meeting (as described in Section 3.3.9).

### 4. COMMITTEE ADMINISTRATION

- 4.1. Terms. At the time this Committee Agreement is implemented and the Committee is formed, each Committee Member shall be assigned to serve a one (1), two (2) or three (3) year term. Such terms shall be assigned to each Committee Member by a random drawing and at least one (1) of the Town's designated Committee Members shall initially serve the one (1) year term. The other terms to be assigned at random include two (2) year terms and three (3) year terms. At the expiration of these assigned terms, each successive Committee Member shall be appointed for a term of three (3) years.
- 4.2. Voting. The Committee shall make their decisions by a majority vote of at least sixty (60) percent of the total number of Committee Members considered present at the meeting.
- 4.3. Chairperson. The Committee shall elect a Chairperson ("Chairperson"), Vice Chairperson and a Recorder ("Recorder") to serve for a term of one (1) year.
- 4.4. Quorum. Sixty (60) percent of the total number of Committee Members shall be required to constitute a quorum for the transaction of Committee business at any meeting. If a quorum is not present when a duly called or held meeting is convened, the Chairperson may appoint the designated Alternate Committee Member to serve until adjournment of that meeting. Committee Members using an integrated audio-visual interactive media may be considered present for the purposes of establishing a quorum and voting.
- 4.5. Meetings. Meetings of the Committee shall be open to the public. The Committee shall hold at least four (4) quarterly meetings per calendar year.
- 4.6. Recording. The Recorder shall maintain the public record of the meetings of the Committee and such public record shall be made available to the public within ten



- (10) calendar days after the date of the meeting. Such recordings shall include the date, time and location of the meeting; persons present; motions made and resulting vote (initialing the first and last name of the dissenting voter(s)); time adjourned; and any other information that is appropriate, with sufficient detail to adequately describe the key points of the issues and basis for recommendations or decisions made.
- 4.7. Reporting. The Committee, preferably through the Chairperson, shall provide a written or verbal executive summary of the Committee's activities to the Select Board following each meeting of the Committee.
- 4.8. Right To Know Law- All meetings of the Committee and Subcommittee (if greater than two (2) persons) shall be subject to the Right to Know Law (Freedom of Information Act) with agendas to be posted at least seven (7) days in advance of the meeting.

## 5. COMMITTEE RESPONSIBILITIES

5.1 The Committee and any assigned Subcommittees shall be responsible for the following tasks, activities and goals. Such tasks, activities and goals include but are not limited to the following:

- Assure the implementation of the Management Plan,
- Oversee the voluntary efforts within and for Pondicherry Park,
- Maintain public information on Pondicherry Park issues,
- Develop and assist in Pondicherry Park related fundraising activities,
- Record and report the status of work to the Select Board at least quarterly.
- Record and report any violations within Pondicherry Park to the appropriate authorities,
- Keep current on all park and recreational related management activities for similar parks,
- Recommend additional activities and projects to the Select Board for authority to proceed.

## 6. REVIEW OF COMMITTEE AND COMMITTEE MEMBERS

6.1 Committee Review. The Appointing Members, together, shall review and evaluate the effectiveness of the Committee at anytime, but not less than every five (5) years. The review and evaluation shall include consideration of the Committee size; the scope of its assigned responsibilities; and the overall performance and achievement of the responsibilities. After such review, the results shall be reported to the Select Board prior to making any changes or amendments to this Committee Agreement.

6.2 Committee Member Review. The Committee shall review the performance of its individual Committee Members annually by using a self assessment tool to assure each individual Committee Member's continued participation, effectiveness and success on the Committee. Such self assessment tool shall take into consideration the removal of any Committee Member who has more than three (3) unexcused absences annually. All review results shall be provided to the Select Board within ten (10) days after the review. If the Select Board believes action should be taken to remove a Committee Member, the Select



Board shall call a meeting of the Appointing Members and such Committee Member may be removed by a unanimous approval of then said Appointing Members.

## **7. CONFLICT RESOLUTION**

7.1. The Appointing Members recognize the need to establish a procedure that permits the resolution of conflicts that may arise amongst the parties as to the roles, responsibilities and interpretations of the Committee Agreement and operations of Pondicherry Park. To that extent the following has been established:

- 7.1.1. Conflicts amongst the Committee Members shall be directed to the Select Board for resolution.
- 7.1.2. Conflicts between the Committee and the Select Board shall be directed to the Select Board.
- 7.1.3. When conflicts amongst the Appointing Members require a third party intervention, the costs shall be split equally amongst the Appointing Members.

7.2. The selection of a third party to either hear an appeal by any of the Appointing Members or to mediate a resolution shall include contacting the Maine Municipal Association (MMA) to determine if they will provide a neutral third party. Absent of the MMA providing a person, the parties may contact a mediation group recommended by the MMA or a similar group such as the American Arbitration Association in the attempt to select a third party by other mutually agreeable means to avoid a protracted legal disagreement.

## **8. COORDINATION WITH MANAGEMENT PLAN AND CONSERVATION EASEMENT**

- 8.1. Notwithstanding any part of this Committee Agreement, the Town is responsible for enforcement of laws in Pondicherry Park, and abiding by the terms of the Management Plan and the Conservation Easement.
- 8.2. Notwithstanding any part of this Committee Agreement, I.ELT has the unilateral right to monitor and enforce the terms of the Conservation Easement in accordance with the terms of Paragraph 9 thereof.

## **9. FINANCIAL MATTERS**

- 9.1. Adequate funds to meet the relevant terms of the Conservation Easement and Management Plan are a critical component to the success of Pondicherry Park. The Town of Bridgton will be diligent in its annual recommendation to the Annual Town Meeting to secure appropriate funding for annual maintenance and management.

## **10. LEGAL STATUS**

- 10.1. This Committee Agreement shall not be deemed to create any general relationship of agency, partnership, or joint venture among the parties hereto, and Appointing

Members shall make no such representation to anyone. The Committee shall exist as a standing committee of the Town.

## 11. AMENDMENT

11.1. This Committee Agreement will be reviewed by the Appointing Members from time to time and may be amended by a majority vote of the Appointing Members.

## 12. MISCELLANEOUS

12.1. This Committee Agreement may be separately signed in counterpart originals.

IN WITNESS WHEREOF, the Members, by their duly authorized representatives, have signed and sealed this Committee Agreement as of the dates indicated below.

### MEMBERS:

#### Loon Echo Land Trust, Inc.

June 24, 2012  
Date

  
By: Norman Nielsen  
Its: President

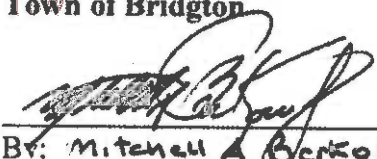
#### Lakes Environmental Association

June 24, 2012  
Date

  
By: Peter Lavelle  
Its: Executive Director

#### Town of Bridgton

June 27, 2012  
Date

  
By: Mitchell A. Berkowitz  
Its: Town Manager

# TOWN OF BRIDGTON COMMITTEE APPLICATION

3 Chase Street, Suite 1  
Bridgton, Maine 04009  
207-647-8786  
[www.bridgtonmaine.org](http://www.bridgtonmaine.org)

Interested in participating on the Recycling Committee.

Applicant's Name: Rachel Miller

Address: 56 Punkin Valley Dr. Bridgton, ME 04009

Phone (Day): 862-222-5084 (Evening) (same)

E-mail address: rcm273@gmail.com


Personal background information (education, related experience, etc.) Bachelor of Arts (Barnard College, Columbia Univ.) Master of Library & Information Science (Rutgers Univ.)

Occupation: Archivist & Librarian

What goal and objectives do you have for this Committee? To support the Committee's important mission to increase <sup>the</sup> community rate of recycling, reduce disposal costs, and make recommendations to the town based on latest best practices & policy.

Other Information: As an avid recycler, composter, & citizen concerned with the reduction of our collective waste & its impact on the environment, I'm passionate about the mission of this Committee.

Availability for Meetings: ☐ Late Afternoons ☒ Evenings ☐ Weekdays

  
Applicant's Signature

January / 3 / 2021  
Date

**FOR MUNICIPAL USE ONLY**

Application received on 01 / 04 / 20 21

Application received by LC (initials)

Board of Selectmen will consider this application on 01 / 12 / 20 21

Applicant was:

☐ appointed for the following term \_\_\_\_\_

☐ not appointed

Date: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Municipal Officers/Board of Selectmen:

_____	• Liston E. Eastman, Chairman
_____	• Glenn R. Zaidman, Vice-Chairman
_____	• Paul Tworog
_____	• G. Frederick Packard
_____	• Carmen E. Lone

Applicant Notified of Board decision on: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Applicant Notified by \_\_\_\_\_ (initials)

This form to be returned to the Municipal Clerk for filing.

## Recycling Committee Roster

<b>Name</b>	Chappell, Sally	<b>Title</b>	Chairman
<b>Address</b>	60 Punkin Valley Dr.		
<b>E-Mail</b>	Bridgton ME 04009		
<b>Work</b>	beepbeep207@roadrunner.com		
<b>Home</b>	(207)647-8154		
<b>Cell</b>			
<b>Other</b>			
<b>Name</b>	Fitzcharles, Kate	<b>Title</b>	
<b>Address</b>	334 Kansas Road		
<b>E-Mail</b>	Bridgton ME 04009		
<b>Work</b>	katie-fitz@yahoo.com		
<b>Home</b>	(207)647-5570		
<b>Cell</b>	(207)890-5462		
<b>Other</b>			
<b>Name</b>	Johnson, Therese	<b>Title</b>	
<b>Address</b>	478 Upper Ridge Rd.		
<b>E-Mail</b>	Bridgton ME 04009		
<b>Work</b>	johnson479@roadrunner.com		
<b>Name</b>	Joss, Donna	<b>Title</b>	
<b>Address</b>	27 Milbrook Road		
<b>E-Mail</b>	Bridgton Me 04009		
<b>Work</b>	djoss@worchester.edu		
<b>Home</b>			
<b>Cell</b>	(207)803-2124		
<b>Other</b>			
<b>Name</b>	McDevitt, Maureen	<b>Title</b>	
<b>Address</b>	15 Cushman Lane		
<b>E-Mail</b>	Bridgton ME 04009		
<b>Work</b>	mmcd1952@gmail.com		
<b>Home</b>	(207)809-0978		
<b>Cell</b>	(207)461-3090		
<b>Other</b>			

## TOWN OF BRIDGTON

### RECYCLING COMMITTEE

#### CHARGE, MISSION AND AUTHORITY

**NARRATIVE:** The Town of Bridgton operates a transfer station that has the capacity to accept separated recyclable materials from the waste stream. Over the course of years the recycling efforts have improved to the current practice of “Single Sort” which further encourages the separation of recyclables and has the ability to reduce the Town’s overall costs associated with disposal. To guide the Select Board in the matters of waste streams and recycling, a committee was established.

**MISSION AND CHARGE:** The Recycling Committee is charged with the efforts to improve the recycling rate of the Town while reducing the disposal costs associated with the solid waste stream. Committee members shall become knowledgeable in the general operations of the transfer station, methods of disposal and recycling. Working with the Station Manager, town staff and Ecomaine (or other future companies or business’ handling the Town’s solid waste disposal) as well as the community, the Committee shall recommend to the Select Board those policies, practices and procedures that might assist the Town in reducing its disposal costs. The Committee shall recommend any ordinance changes necessary to support the reduction of solid waste disposal costs, improve recycling opportunities and rates and provide other recommendations for consideration by the Select Board.

**AUTHORITY:** The Committee shall report to the Select Board at least quarterly, the work and progress they have achieved on various assignments and issues. As an advisory committee, the Recycling Committee makes recommendations to the Board for consideration. The Committee may request volunteers to assist their efforts, however such persons are not considered voting members of the Committee. The Committee may request additional authorization from the Select Board for specific activities.

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

**APPOINTMENTS:** Members are appointed by the Select Board on an annual basis, usually in January of each year. The Board may also appoint members during the year as they deem necessary.

MEETINGS: The Committee shall hold regular public meetings, be responsible for the creation and posting of all agendas and the creation of the public record of each meeting in accordance with the prevailing state law. Such records shall be forwarded to the Select Board and any other entities they are working with.

AMENDMENTS: The Select Board may amend this Mission and Charge as they deem appropriate.

**ECO MAINE**

**INTERLOCAL SOLID WASTE  
AGREEMENT**

**Dated as of December 1, 2005**



# **ECO MAINE**

## **INTERLOCAL SOLID WASTE AGREEMENT**

This AGREEMENT is being made and entered into between the CITIES and TOWNS listed in Appendix A hereto, which elect to execute this Agreement, hereinafter collectively referred to as the "Participating Municipalities," all being duly organized municipal corporations under the applicable laws of the State of Maine.

WHEREAS: The said Participating Municipalities desire to authorize the incorporation of ECO Maine as a non-capital stock nonprofit corporation under the provisions of Title 30-A, Chapter 115, Title 13-B and Title 38, Section 1304-B(5) of the Maine Revised Statutes, for the purpose of carrying out a solid waste management program for the mutual benefit of said Participating Municipalities.

NOW THEREFORE: It is hereby mutually agreed by and between the undersigned Participating Municipalities as follows:

### **THE UNDERSIGNED PARTICIPATING MUNICIPALITIES MUTUALLY AGREE AS FOLLOWS:**

1. That the purpose of this AGREEMENT is to provide for the acquisition of real and personal property necessary to the management of solid waste and to establish and carry out a program of solid waste management for: (a) the management of such solid waste as may be generated within the boundaries of the parties at rates established pursuant to Paragraph 6(G); or (b) as may be generated elsewhere when the management of such solid waste is accepted by a majority vote of the hereinafter named Board, at rates established by the Board.
2. That this AGREEMENT shall remain in full force and effect until terminated by withdrawal of all the remaining parties or by dissolution.
3. That there shall be and is hereby established and created, pursuant to the provisions of Title 30-A, Chapter 115; Title 13-B; and Title 38, Section 1304-B(5) of the Maine Revised Statutes, as amended, a non-capital stock nonprofit corporation

under the name of "ECO Maine" ("ECO Maine"), to conduct the cooperative undertaking contemplated by this AGREEMENT and to exercise, through its Board of Directors (the "Board") and on behalf of the Participating Municipalities, the powers herein delegated to it for the-operation of a regional solid waste management system. It is intended that said corporation will qualify as a public waste disposal corporation under the provisions of Title 38, Section 1304-B, Subsection 5 of the Maine Revised Statutes, as amended and as an entity whose obligations bear interest excludable from gross income under Section 103 of the Internal Revenue Code, as amended, and whose exercise of the powers conferred upon it herein shall be deemed to constitute the performance of an essential public function.

4. The Board shall, at an annual meeting to be held each year, elect from its membership a Chair, Vice-Chair, Secretary and a Treasurer and such other officers as it may desire and shall adopt By-Laws and rules for the conduct of its meetings and the other affairs of the Board and the corporation.

5. ECO Maine, through its Board, may exercise, on behalf of the Participating Municipalities, those powers as are hereinafter set forth which are necessary or convenient to the accomplishment of the purposes stated herein and which are permitted by law to be exercised by the Participating Municipalities, individually or jointly. Such delegated powers are as follows:

- A. To purchase, lease as lessor, rent, hold, own, maintain, operate, lease as lessee or convey any and all real and personal property or any easement or interest therein all as may be necessary or convenient for its purposes. Ownership of any right, title or interest therein may be held by ECO Maine or jointly by the Participating Municipalities.
- B. To plan, construct, equip, operate, and maintain, either directly or by contract with another party, any solid waste facility or project deemed desirable or necessary.

- C. To contract with any person, firm, corporation, partnership, or other entity, private, public, governmental, or otherwise, for services, management, work, material, or property, and to adopt or alter rules, regulations or procedures for the procurement thereof.
- D. To adopt or alter rules for the management of solid waste.
- E. To employ or arrange for the employment of such persons as are required for the purposes stated herein.
- F. To receive and accept from, or contract with, the Federal, State and Municipal governments, and other public or private agencies, for donations, loans, grants, gifts, or other assistance for solid waste management and in such contract agree to be bound by all applicable provisions of Federal, State and Municipal statutes and regulations as the case may be.
- G. To borrow such sums of money on such terms and conditions as it shall deem desirable or necessary from time to time from any federal, state, municipal or other governmental entity, including, but not limited to, any public or quasi-public authority, agency, or instrumentality thereof or from any public or private lending or financial institution, and to secure such borrowing by any pledge, mortgage, lien or other encumbrance of any revenues or real or personal property of ECO Maine, which it shall deem desirable or necessary to provide in connection therewith.
- H. To allocate all costs of operation of the solid waste management program to the Participating Municipalities on the basis of the percentage of solid waste generated in such municipalities and as otherwise herein provided by charging each of the Participating Municipalities a uniform unit cost per ton of solid waste, which shall be so established each year by the Board as, to the extent possible, will assure sufficient income to meet the cost of solid waste management for the ensuing year. Such annual operating expenses shall also include unfunded capital outlay, if any, insurance, taxes, rentals,

and necessary reserves for contingencies as determined by the Board, but not to exceed in any year five percent (5%) of the total operating budget. Until the first fiscal year of operation has been completed, said uniform unit cost shall be computed on the basis of estimated amounts of solid waste to be processed. Following the first full fiscal year of operation, said uniform unit cost shall be computed based upon actual amounts of solid waste processed from each Participating Municipality in the preceding year as determined from Board records. The Board may require advance payment of such operating costs for the first fiscal year of operation.

- I. To make expenditures for and contract with respect to capital items from funds provided pursuant to Section 8.
- J. To contract with persons, corporations, districts, other municipalities or other legal entities, both inside and outside the boundaries of the Participating Municipalities, parties hereto, and with the State of Maine, United States Government, and any agency of either, to provide for management of solid waste at rates established by the Board.
- K. To receive, loan and disburse funds for any purpose contemplated by this AGREEMENT.
- L. To issue notes, bonds, debentures or other debt obligations which it deems necessary or desirable to carry out the purposes of this AGREEMENT including, without limitation, obligations which bear interest excludable from gross income under Sections 103 and 141 of the Internal Revenue Code of 1986, as amended, including obligations which bear such tax exempt interest and which are authorized to be issued under the provisions of Title 10, Chapter 110, Subchapter IV of the Maine Revised Statutes, it being the intent of the Participating Municipalities to empower ECO Maine to issue such obligations authorized by Title 10, Chapter 110, Subchapter IV of the Maine Revised Statutes by virtue of the power given to ECO

Maine hereby pursuant to Title 30-A, Chapter 115 of the Maine Revised Statutes.

6. ECO Maine, through its Board, and on behalf of the Participating Municipalities, shall:

- A. Plan, construct, equip, operate and maintain a solid waste management program for the benefit of the Participating Municipalities, parties hereto, or residents thereof.
- B. Serve as a mutual forum to identify, discuss, study, and bring into focus regional solid waste problems and needs.
- C. Serve as a vehicle for the collection and exchange of solid waste information of regional concern and interest. Provide continuing organizational machinery to insure effective solid waste system operation, communication and coordination among Participating Municipalities.
- D. Provide continuing organizational machinery to insure effective solid waste system operation, communication and coordination among Participating Municipalities.
- E. Foster, develop and review policies, plans and priorities for the solid waste program.
- F. Develop a Uniform Solid Waste Ordinance to be submitted to Participating Municipalities.
- G. On or before April 1 of each year, prepare and submit to the municipal officers of the Participating Municipalities an itemized estimate of the expenditures and the anticipated revenues for the following Fiscal Year, which shall be from July 1st through June 30th of each year. Such estimates shall include the following:
  - (1) Anticipated Revenues. An itemized estimate of anticipated revenues during the ensuing fiscal year from each source.

- (2) Estimate of Expenditure. An itemized estimate of expenditures for each classification for such ensuing fiscal year.
- (3) Actual Receipts. After the first year of operation, an itemized statement of all actual receipts from all sources to and including January 31<sup>st</sup> of the previous fiscal year, with estimated receipts from such sources shown for the balance of such year.
- (4) Actual Expenditures. After the first year of operation, an itemized statement of all actual expenditures to and including January 31<sup>st</sup> of the previous fiscal year, with estimated expenditures shown for the balance of such year.
- (5) Cost Per Ton. The estimated uniform unit cost per ton of solid waste to be charged for the ensuing fiscal year.

On or before July first of each year, the Board shall adopt a final budget for the ensuing Fiscal Year which shall be itemized in the same manner as the estimate of expenditures and revenues. The budget shall include the amount of any deficit or anticipated deficit for the current year's operation. Such budget shall be submitted forthwith to the municipal officers of the Participating Municipalities and shall include an allocation of the annual costs of operation for the determination of which provision is made in Section 5(H). Each Participating Municipality shall pay not later than the 15<sup>th</sup> day of the following month an amount of money which shall equal the estimated unit cost per ton set forth in said budget multiplied by the number of tons of waste material delivered by and on behalf of such Participating Municipality to ECO Maine facilities in the preceding month as determined by the Board but in no event shall such monthly payment be less than 1/12th of the allocated share of such Participating Municipality for said ensuing Fiscal Year.

- H. The Board may from time to time impose such charges as it deems appropriate, by the way of surcharge or otherwise, to fund reserve accounts

for catastrophic loss arising from the Solid Waste Program or for ordinary after-care and closure and post-closure costs for ECO Maine solid waste disposal facilities. Such charges may or may not differentiate between classes of users based upon the ultimate responsibility of such users for such risks and liabilities in the future.

- I. In the event the Board determines that a hazardous condition exists at any ECO Maine facility the Board shall promptly take such action as may be necessary to correct the hazardous condition.

7. In the event that any expenditure is required to be made, financed or refinanced, the cost of which in the opinion of the Board is too great to be met from annual revenues, the Board shall, after a vote of three fourths (3/4) of its members that the cost should be incurred, determine whether to authorize ECO Maine to fund the expenditure or request the Participating Municipalities to provide the funds for the expenditure. If the Participating Municipalities are requested to provide the funds, the Board shall notify the Participating Municipalities of the necessity to fund the expenditure. In the event repayment or security sources provided by ECO Maine alone prove insufficient to pay when due principal or redemption premium of or interest on any borrowing by ECO Maine, the Board shall, after a vote of three fourths (3/4) of its members that such deficiency in debt service should be made up by payments from the Participating Municipalities, notify the Participating Municipalities of the necessity to fund such debt service deficiency. In its notice to the Participating Municipalities, the Board shall describe the project for which the expenditure or debt service deficiency payment is required, the estimated cost thereof, the term over which the cost shall be funded or the term of any debt service on which payment is sought hereunder, the proportionate share of the estimated cost or debt service deficiency to be contributed by each Participating Municipality requested to provide such funds, and the date or dates upon which such funds are to be made available to ECO Maine. Such funds may be provided by each Participating Municipality in such manner as it shall determine, from

available revenue funds; by taxation, by borrowing, or otherwise. Each Participating Municipality shall promptly take such action as necessary to provide such funds and shall notify the Board as soon as such funds are available. The notice to the Board shall be accompanied by an opinion of counsel stating that the funds have been fully authorized and may properly be paid to ECO Maine or, if the funds are to be raised by borrowing, the Board's notice shall be accompanied by preliminary opinion of recognized Bond Counsel indicating that an unqualified opinion approving of the legality of bonds or notes to be issued for said purpose can reasonably be expected at time such bonds or notes are issued and that the net proceeds may be properly paid to ECO Maine.

The funds so provided by the requested Participating Municipalities shall be used by ECO Maine only for the purposes for which the request was made. Any surplus funds not so used shall be returned to the Participating Municipalities in the same proportion in which such municipalities originally contributed such funds.

The proportionate share of the expenditure to be contributed by each Participating Municipality so requested shall be determined by the Board on the basis of the percentage of solid waste processed from said Participating Municipality.

8. ECO Maine shall establish and fund a reserve account for catastrophic loss and for after-care and closure and post-closure costs of solid waste disposal facilities, or for any other purpose which represents a contingent obligation on the part of ECO Maine or any of the Participating Municipalities to either perform or pay damages in the future. Such reserves shall be left to accumulate with interest and shall not be used for any other purpose than the purpose for which they are established. The reserves shall be established and accumulated to an amount of not less than \$300,000 and remain available for at least 20 years after any ECO Maine ashfill or balefill disposal site is finally closed.

Provided further, however, that if any liability exists for claims and expenses arising from or caused by the ownership, operation or maintenance of any solid waste



disposal facility under the ECO Maine Solid Waste Program and said claims or expenses are not covered by insurance or other funded reserve, or if any notice of a deficiency in debt service on any obligation of ECO Maine is sent to the Participating Municipalities as provided for in Section 8 hereof, then each of the Participating Municipalities agree that it shall contribute promptly on notification by ECO Maine its proportionate share toward the payment of any claims, costs, damages, debt service deficiency and any reasonable legal defense costs associated therewith, and that the proportionate share to be contributed by each Participating Municipality shall be determined and allocated on the basis of the percentage of solid waste processed by ECO Maine from said Participating Municipality according to the ECO Maine records.

9. A Participating Municipality may withdraw from this AGREEMENT at the end of a fiscal year provided that it has given the Board at least one (1) year's written notice of its intention to do so. Such Participating Municipality shall be permitted to withdraw only if it pays its proportionate share of the current indebtedness of ECO Maine prior to withdrawal and agrees by appropriate written document to pay its proportionate share of any long-term indebtedness of ECO Maine as such indebtedness becomes due and payable; and shall convey to the other Participating Municipalities sufficient right, title or interest in property owned by ECO Maine or held jointly by two or more Participating Municipalities and used by ECO Maine pursuant to Section 5(A) above to insure unfettered use for the purposes stated herein by the remaining participants; provided, however, during the period of notice, such withdrawing municipality shall not become liable for any capital expenditures or borrowings which may be made by ECO Maine; and further provided, the withdrawal of any Participating Municipality from this AGREEMENT pursuant to this Section shall not relieve the withdrawing municipality from liabilities incurred by ECO Maine during its membership unless liability arises from or is caused by an ECO Maine solid waste disposal facility established after the effective date of such withdrawal.

10. Other municipalities, not original signatories hereof, may become parties to this AGREEMENT upon three fourths (3/4) vote of the Board, upon the signing of this AGREEMENT, and upon agreement to such further terms, conditions or other considerations as the Board may require.

11. The right, title and-interest of ECO Maine in solid waste disposal sites when exhausted of their capacity and of no further use in the accomplishment of the purposes set forth herein shall be conveyed at no charge to that Participating Municipality within whose boundaries said site is located unless such Participating Municipality does not desire same.

12. At such time as ECO Maine shall have discharged all of its obligations and paid or provided for the payment thereof, the Board may, by a three fourths (3/4) vote of the Participating Municipalities, parties to this AGREEMENT, dissolve this AGREEMENT and dispose of all ECO Maine property, real and personal, in such manner as said Board shall authorize and direct. All money, if any, remaining in the hands of the Treasurer, shall be paid to the Participating Municipalities as of the date of such dissolution in accordance with the formula then in effect for the cost sharing of capital contributions.

13. This AGREEMENT may be further modified or amended by mutual agreement of all Participating Municipalities, parties hereto, evidenced by a duly executed instrument in writing attached hereto and approved by the Maine Department of Environmental Protection or its successor agency. Notwithstanding the foregoing, the addition of new Participating Municipalities as parties of this AGREEMENT shall require only the approval of the Board in accordance with the provisions of Section 10 above.

IN WITNESS WHEREOF, the said Participating Municipalities have caused this AGREEMENT to be executed on their behalf by their respective duly authorized representatives, and to be dated as of December 1, 2005.

Community	Municipal Proportional Share of ecomaine Debt and Landfill Close/Post Close Costs									
	Non Gorham Property Bonds 6/30/11			Gorham Property Bonds 6/30/11			Landfill Close & Post Close Costs 6/30/10			
	FY 1989 - FY 2011 MSW		Share of Bonds	Project Material Design		Share of Bonds	FY 1989 - FY 2010 MSW		Share of Costs	Total Share
	Tons	% Total		Yards	% Total		Tons	% Total		
Bridgton	66,747	4.27%	\$ 113,477	6,240	3.12%	\$ 59,280	64,484	4.26%	\$ 644,242	\$ 817,000
Cape Elizabeth	76,328	4.88%	129,766	8,060	4.03%	76,570	73,660	4.86%	\$ 735,918	\$ 942,254
Casco	21,733	1.39%	36,949	2,080	1.04%	19,760	20,807	1.37%	\$ 207,874	\$ 264,583
Cumberland	54,935	3.51%	93,395	4,560	2.28%	43,320	53,328	3.52%	\$ 532,781	\$ 669,496
Falmouth	57,492	3.67%	97,743	6,120	3.06%	58,140	55,378	3.65%	\$ 553,260	\$ 709,144
Freeport	49,893	3.19%	84,823	5,240	2.62%	49,780	48,246	3.18%	\$ 482,011	\$ 616,614
Gorham	63,133	4.04%	107,333	11,200	5.60%	106,400	60,978	4.02%	\$ 609,213	\$ 822,945
Gray	56,559	3.61%	96,156	6,660	3.33%	63,270	54,024	3.57%	\$ 539,737	\$ 699,163
Harrison	24,527	1.57%	41,699	1,620	0.81%	15,390	23,635	1.56%	\$ 236,126	\$ 293,214
Hollis	38,244	2.44%	65,018	2,760	1.38%	26,220	37,282	2.46%	\$ 372,477	\$ 463,715
Limington	34,889	2.23%	59,315	2,140	1.07%	20,330	33,348	2.20%	\$ 333,170	\$ 412,814
Lyman	32,485	2.08%	55,229	2,700	1.35%	25,650	31,392	2.07%	\$ 313,632	\$ 394,511
North Yarmouth	24,030	1.54%	40,854	1,820	0.91%	17,290	23,438	1.55%	\$ 234,163	\$ 292,307
Ogunquit	45,533	2.91%	77,411	1,500	0.75%	14,250	44,946	2.97%	\$ 449,043	\$ 540,704
Portland	392,635	25.09%	667,520	46,340	23.17%	440,230	382,854	25.27%	\$ 3,824,967	\$ 4,932,716
Pownal	8,626	0.55%	14,665	980	0.49%	9,310	8,458	0.56%	\$ 84,504	\$ 108,479
Scarborough	135,680	8.67%	230,671	12,600	6.30%	119,700	130,343	8.60%	\$ 1,302,210	\$ 1,652,581
South Portland	184,247	11.78%	313,238	22,040	11.02%	209,380	178,003	11.75%	\$ 1,778,369	\$ 2,300,987
Waterboro	57,218	3.66%	97,276	4,880	2.44%	46,360	55,395	3.66%	\$ 553,437	\$ 697,073
Windham	72,172	4.61%	122,700	8,440	4.22%	80,180	70,053	4.62%	\$ 699,874	\$ 902,754
Yarmouth	67,503	4.31%	114,763	3,820	1.91%	36,290	65,210	4.30%	\$ 651,494	\$ 802,547
Naples	-	-	-	1,220	0.61%	11,590	-	0.00%	\$ -	\$ 11,590
New Gloucester	-	-	-	3,160	1.58%	30,020	-	0.00%	\$ -	\$ 30,020
Raymond	-	-	-	4,460	2.23%	42,370	-	0.00%	\$ -	\$ 42,370
Sebago	-	-	-	1,260	0.63%	11,970	-	0.00%	\$ -	\$ 11,970
Standish	-	-	-	12,160	6.08%	115,520	-	0.00%	\$ -	\$ 115,520
Westbrook	-	-	-	15,940	7.97%	151,430	-	0.00%	\$ -	\$ 151,430
Total	1,564,612	100.00%	\$ 2,660,000	200,000	100.00%	\$ 1,900,000	1,515,262	100.00%	\$ 15,138,502	\$ 19,698,502

**Note:** The above data includes only the non current portion of the bonds and are based on unaudited financial statements for FY 11. The current portion of the bonds is fully funded with the trustee and was paid 7/1/2011 as per the terms of the debt agreements. The Landfill close and post close costs are based on FY 10 Audited Financials Statements as the data for FY 11 is not yet available. It is anticipated that audited financials will be approved by the ecomaine Board in October.

# By Laws

## BY-LAWS OF ecomaine

### ARTICLE I

#### Name, Principal Office, Corporate Seal

Section 1. Name. The name of the Corporation shall be ECO Maine (hereinafter referred to as the "Corporation"). The Corporation may do business in the name of "**ecomaine**."

Section 2. Principal Office. The location and principal office of the Corporation shall be in the City of Portland, State of Maine, but the Corporation may also maintain other offices in such places, either within or without the State of Maine, as the Board of Directors may designate or as the business of the Corporation may require from time to time.

Section 3. Registered Office. The registered office of the Corporation in the State of Maine may be (but need not be) the same as the principal office.

Section 4. Seal. The seal of the Corporation shall have inscribed thereon the name of the Corporation, the year of its organization, and the word "Maine."

### ARTICLE II

#### Definitions

Section 1. Associate Member Municipalities. "Associate Member Municipalities" means such municipalities which may become party to an Associate Member Waste Handling Agreement and be accepted by the Board of Directors as an Associate Member Municipality. Any municipality shall cease to be an Associate Member Municipality upon the date of termination of its Associate Member Waste Handling Agreement.

Section 2. Board. "Board" refers to the Corporation's Board of Directors.

Section 3. Interlocal Agreement. "Interlocal Agreement" means the ECO Maine Interlocal Solid Waste Agreement, by and between the Cities of Portland and South Portland, and the Towns of Bridgton, Cape Elizabeth, Casco, Cumberland, Falmouth, Freeport, Gorham, Gray, Harrison, Hollis, Limington, Lyman, North Yarmouth, Pownal, Scarborough, Windham, Waterboro and Yarmouth, dated as of December 1, 2005, as supplemented by an Addendum dated April 13, 2006, and by an Addendum dated June 30, 2006, and as further amended or supplemented by addendum from time to time.

Section 4. Participating Member Municipalities. "Participating Member Municipalities" means any municipalities which are or may later become a party to the Interlocal Agreement and be accepted by

the Board of Directors as a Participating Member Municipality. Any municipality shall cease to be a Participating Member Municipality upon the effective date of its withdrawal from the Interlocal Agreement.

### **ARTICLE III**

#### **Members**

The Corporation shall have no members and shall be a non-membership Corporation.

### **ARTICLE IV**

#### **Board of Directors**

Section 1. **Number and Qualifications.** The business and affairs of the Corporation shall be managed by a Board of Directors elected in accordance with the procedures set forth in the Bylaws of the Corporation.

Section 2. **Term of Office.** Each Director shall serve for a term of three (3) years or until his or her successor is appointed and qualified. Directors shall be appointed prior to the annual meeting of the Board.

Section 3. **Election of Directors.** Each Participating Member Municipality shall appoint a minimum of one (1) Director to represent and vote the Voting Interest held by such Participating Member Municipality. In addition, a Participating Member Municipality whose Voting Interest is greater than five percent (5%) may appoint an additional Director for each increment of five percent (5%) or portion thereof, provided that the Voting Interest of such Municipality shall be allocated among the Directors representing such Municipality in such proportions as specified by the Municipal Officers of such Municipality, provided, however, in the event that a Participating Member Municipality is represented by more than one Director, unless otherwise provided by the Municipal Officers of such Municipality, the Voting Interest of such Municipality shall be divided equally between and voted by the Directors representing such Municipality who are actually present at such meeting.

The Municipal Officers of each Participating Member Municipality shall have the right to appoint an alternate Director or Directors who may vote the interest of the Participating Member Municipality on the Board in the absence of its appointed representative(s) to the Board.

Section 4. **Vacancies.** A vacancy in the Board may occur by the following means: death, resignation, or forfeiture. A member of the Board shall forfeit his/her membership if at any time during his/her term he/she lacks any qualifications of membership prescribed by these By-Laws. If he/she fails to attend at least one-half of the meetings of the Board subsequent to the preceding annual meeting of the Board, or if he/she fails to attend two (2) consecutive meetings of the Board without having provided at least one (1) day's prior notice of such absence to the Chairman, Secretary or Chief Executive Officer, the Participating Member Municipality from which the member was appointed shall be so notified by the Chair.

Section 5. **Filling of Vacancies.** If a vacancy in the membership of the Board should occur, his/her successor shall be elected in accordance with the procedure set forth in Section 3.

Section 6. Powers and Functions. The Board shall be the policy making body of the Corporation, and may exercise on behalf of the Corporation those powers and functions which are necessary or convenient to the accomplishment of the purposes stated in the Interlocal Agreement. Its functions and duties shall include:

- (a) election of officers;
- (b) adoption of the annual budget;
- (c) adoption and amendment of these By-laws;
- (d) election of members and alternate members of the Executive Committee;
- (e) election of members and alternate members of the Finance Committee;
- (f) election of members and alternate members of the Audit Committee;
- (g) election of members and alternate members of the Recycling and Outreach Committee;
- (h) employment and termination of employment of the Chief Executive Officer.

Section 7. Annual Meeting. The Board shall meet annually at a time and place to be determined by the Chair, notice thereof being given to each Director at least five (5) days prior to the meeting. Elections of officers shall be held at the annual meeting.

Section 8. Other Meetings. Special meetings of the Board may be held at any time and place upon call by or at the request of the Chair, by a majority vote of the Executive Committee, by call of the Incorporator in the case of the first meeting of the Directors, or by request of Directors representing twenty-five per cent (25%) of the total Voting Interests of the Corporation, notice thereof being given to each Director at least five (5) days prior to the meeting.

Section 9. Notice. Notice of a meeting may be given by the Chair, Secretary, Chief Executive Officer or by any one (1) of the Directors, and shall be given by written notice delivered personally or sent by mail or e-mail to each Director at his or her physical address or e-mail address as shown by the records of the Corporation. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. If e-mailed, such notice shall be deemed to be delivered when the e-mail is delivered to the common carrier or Internet service provider.

Section 10. Voting Interest. Each Participating Member Municipality shall have a Voting Interest expressed as a percentage. The Voting Interest of each Participating Member Municipality shall be rounded off to the nearest hundredth of a per cent, and the Voting Interests of all Participating Member Municipalities shall total one hundred percent (100%). The Voting Interest for each Participating Member Municipality shall be calculated at the end of each fiscal year based on a five-year rolling average of Municipal Solid Waste (excluding Recyclable Waste) delivered to the facility by the Participating Member Municipality or its agent and processed by **ecomaine**.

Section 11. Alternates. The Board may appoint one or more alternate members of the Executive Committee, Finance Committee and Audit Committee and any other committee that is created, and may specify their order of preference, provided that alternate members of the Executive Committee may be designated only from among members of the Board. Each such alternate member may attend all meetings of the committee, but shall be without vote unless one or more of the regularly designated members of such committee fails to attend a meeting. In the absence of one or more of the regular members of the committee, such alternate member or members may be counted toward a quorum and may vote as though they were regular members of the committee. In the event that there are more alternate committee members present than there are absent regular committee members, the alternate members shall have the right to vote in the order of preference specified by the Directors in designating them or, if no order of preference was specified, in the order of their appointment or their listing in a single appointment.

Section 12. Voting. A simple majority, determined by the Voting Interests of Directors, shall constitute a quorum, and, except as otherwise provided in these By-Laws, action of the Board shall be by the majority of Voting Interests cast by those Directors present and voting at any duly called meeting. Except as otherwise provided in these By-Laws, each Director shall be entitled to vote the Voting Interest of the Participating Member Municipality represented by such Director or Directors.

Section 13. Restriction on Certain Expenditures. Action of the Board to approve making, financing or refinancing of any expenditure, the cost of which in the opinion of the Board is too great to be met from annual revenues, shall be by a vote of three-fourths (3/4) of the total Voting Interests of the Directors. Notice of any meeting called for the purpose of determining whether to incur the cost of such an expenditure and acting thereon shall be given to each Director at least thirty (30) days prior to the meeting.

Section 14. Rules and Regulations. The Board may adopt rules and regulations not inconsistent with these By-Laws. Except as otherwise provided in these By-Laws or in such rules and regulations, all business at meetings of the Board shall be conducted in accordance with Robert's Rules of Order.

## ARTICLE V

### Executive Committee

#### Section 1. Composition and Eligibility.

(a) There shall be an Executive Committee consisting of the following nine (9) Directors ("Municipal Directors"): two (2) members from Portland, one (1) member from South Portland, one (1) member from Scarborough and one (1) member from each of the five (5) Executive Committee Districts selected by the Directors representing the Participating Municipalities of such District. In addition, the Committee shall include the Chair, Vice-Chair, Secretary and Treasurer of the Corporation (the "Officers"); provided that, in the event an Officer(s) is not included among the Municipal Directors, the membership of the Committee shall be increased accordingly; and further provided that whenever the Committee votes on any action which directly affects property owned by the Corporation and located in Gorham, and the Director representing Gorham is not a member of the Committee, the membership of the Committee will be increased to add one (1) member from Gorham solely for the purpose of participating in such vote ; and further provided that the immediate past Chair, if a member of the Board, shall be a member of the Committee, without vote. In the event that the Directors representing the Participating Municipalities of any Executive Committee District are unable

to agree on the selection of a Director to serve as the District's member on the Committee, the Chair will select a Director to be appointed by the Board to serve as such District's member on the Committee.

- (b) The representatives to the Executive Committee shall be appointed by the Board at the Annual Meeting.
- (c) The Executive Committee Districts shall be composed of the following Participating Member Municipalities:
  - (i) District 1: Bridgton; Casco; Gray; Harrison
  - (ii) District 2: Hollis; Limington; Lyman; Waterboro
  - (iii) District 3: Gorham; Windham
  - (iv) District 4: Cumberland; Freeport; North Yarmouth; Pownal; Yarmouth
  - (v) District 5: Cape Elizabeth; Falmouth
- (d) Each member of the Executive Committee shall serve for a term of three (3) years or until his or her successor is appointed and qualified.

Section 2. Officers, Vacancies, Filling of Vacancies.

- (a) Officers. Officers of the Executive Committee shall include the Chair and President, Vice-Chair, Secretary and Treasurer of the Corporation, and such other officers as the Board of Directors may elect or desire. Only persons who are members of the Board of Directors shall be eligible to be officers of the Executive Committee.
- (b) Vacancies. A vacancy in the Executive Committee may occur by the following means: death, resignation, or forfeiture. A member of the Executive Committee shall forfeit his/her office if at any time during his/her term of office he/she lacks any qualifications of the office prescribed by these By-Laws. If he/she fails to attend at least one-half of the meetings of the Executive Committee subsequent to the preceding annual meeting of the Board, or if he/she fails to attend two (2) consecutive meetings of the Executive Committee without having provided at least one (1) day's prior notice of such absence to the Chair, Secretary or Chief Executive Officer, the Participating Municipality from which the member was appointed shall be so notified by the Chair.
- (c) Filling of Vacancies. If a vacancy in the Executive Committee should occur more than one hundred twenty (120) days prior to the next annual meeting of the Board, the Executive Committee shall call a meeting of the Board for the purpose of filling said vacancy. The Executive Committee may fill any other vacancy at any regular or special meeting from the membership of the Board, subject to the requirements of Section I.

Section 3. Function and Powers. Except as may otherwise be provided by the Board, the Executive Committee shall have the following functions and powers:



- (a) To conduct the business of the Corporation within the policy guidelines of the Board.
- (b) To propose an annual budget.
- (c) To provide for an annual audit.
- (d) To appoint ad hoc or special committees.
- (e) To receive, hold and disburse funds, set fees for services, seek and accept grants, and enter into necessary contracts for the Corporation.
- (f) To review requests for membership to the Corporation and to make a recommendation to the Board concerning such requests.
- (g) To direct the Chief Executive Officer to employ or contract for the employment of a staff, including fixing of salary and benefits in accordance with policies established by the Executive Committee, except that the employment and termination of employment of the Chief Executive Officer shall be the responsibility of the Board in accordance with Article IV, Section 6.
- (h) To review and evaluate annually the performance of the Chief Executive Officer.
- (i) To exercise such municipal powers as may be delegated to the Corporation by any Participating Municipality.

#### Section 4. Procedure.

- (a) Meetings. The Executive Committee shall meet monthly or on the call of the Chair or Vice-Chair, or at the direction of the Board.
- (b) Voting Interest. Each member of the Committee shall have a voting interest equal to one (1) vote, except as otherwise provided in this subsection ("Executive Committee Voting Interest"). Whenever pursuant to Section 1(a) of this Article V, the size of the Committee exceeds nine (9) members as a result of the addition of Officer(s), the Executive Committee Voting Interest of such Officer(s) and the Executive Committee Voting Interest of the Municipal Director(s), who represent the same municipality or a different municipality that is in the same Executive Committee District as the municipality represented by the Officer, shall be equal to a proportion of the total Executive Committee Voting Interest of such municipality or District. By way of example, if an Officer and an Executive Committee District representative are from the same Municipality, the Executive Committee Voting Interest of each would equal 1/2 (one half) vote. Notwithstanding any provisions in these By-Laws to the contrary, whenever, pursuant to Section 1(a) of this Article V, the size of the Committee is increased to add one (1) member from Gorham for the purpose of participating in votes on any action directly affecting property owned by the Corporation and located in Gorham, the Executive Committee Voting Interest of the member from Gorham and the member from Executive Committee District 3 shall each equal 1/2 (one-half) vote.
- (c) Voting. A simple majority, determined by Executive Committee Voting Interests of the members of the Executive Committee, shall constitute a quorum. Action of the Executive Committee shall be by

an affirmative vote of a majority of the Executive Committee Voting Interests of those members of the Executive Committee present and voting at any duly called meeting.

(d) **Rules.** The Executive Committee may adopt rules and regulations not inconsistent with these By-Laws. Except as otherwise provided in these By-Laws or in such rules and regulations, all business at meetings of the Executive Committee shall be conducted in accordance with Robert's Rules of Order.

## ARTICLE VI

### Finance Committee

Section 1. **Membership.** There shall be a Finance Committee of the Treasurer, as Chair, and four (4) or more other persons appointed by the Board, provided that no more than two (2) persons who are not Directors shall be members.

Section 2. **Filling of Vacancies.** If a vacancy in the membership of the Committee should occur, his/her successor shall be appointed by the Chair of the Corporation to serve until the next annual meeting of the Board.

Section 3. **Function and Powers.** The Finance Committee shall be responsible for preparation of the annual budget for review by the Executive Committee, for oversight of the Corporation's financial matters at the direction of the Executive Committee, and for any other duties assigned to the Committee by the Board of Directors.

Section 4. **Meetings.** The Finance Committee shall meet semi-annually and upon call of the Chair or a majority of its members. Notice of the time and place of the meetings shall be provided to each member of the Committee, in the same manner as prescribed in Article IV, Section 9, at least five (5) days prior to the meeting.

Section 5. **Voting.** Each member of the Finance Committee shall have one vote, and a simple majority of the members of the Finance Committee shall constitute a quorum. No action of the Finance Committee shall be valid, or binding, unless adopted by an affirmative vote of a majority of the voting members of the Finance Committee present and voting at any duly called meeting.

## ARTICLE VII

### Recycling and Outreach Committee

Section 1. **Membership.** There shall be a Recycling and Outreach Committee of four (4) or more persons appointed by the Board at the Annual Meeting, provided that no more than two (2) persons who are not Directors shall be members.

Section 2. **Filling of Vacancies.** If a vacancy in the membership of the Recycling and Outreach Committee should occur, his/her successor shall be appointed by the Chair of the Corporation to serve until the next annual meeting of the Board.

Section 3. Function and Powers. The Recycling and Outreach Committee shall be responsible for the Corporation's recycling activities for review by the Executive Committee and oversight of other matters at the direction of the Executive Committee.

Section 4. Meetings. The Recycling and Outreach Committee shall meet semi-annually and upon call of the Chair or a majority of its members. Notice of the time and place of the meetings shall be provided to each member of the Committee, in the same manner as prescribed in Article IV, Section 9, at least five (5) days prior to the meeting.

Section 5. Voting. Each member of the Recycling and Outreach Committee shall have one vote, and a simple majority of the members of the Recycling and Outreach Committee shall constitute a quorum. No action of the Recycling and Outreach Committee shall be valid, or binding, unless adopted by an affirmative vote of a majority of the voting members of the Recycling and Outreach Committee present and voting at any duly called meeting.

## ARTICLE VIII

### Audit Committee

Section 1. Membership. Except as otherwise provided in these By-Laws, there shall be an Audit Committee of three (3) or more Directors appointed by the Board.

Section 2. Filling of Vacancies. If a vacancy in the membership of the Audit Committee should occur, his/her successor shall be appointed by the Chair of the Corporation to serve until the next annual meeting of the Board.

Section 3. Function and Powers. The primary function of the Audit Committee is to assist the Board of Directors in fulfilling its oversight responsibilities related to corporate accounting, financial reporting practices, quality and integrity of financial reports as well as legal compliance and business ethics. Key components of fulfilling this charge include:

- (a) Facilitating and maintaining an open avenue of communication among the Board, the Audit Committee, senior management and the independent external accountants;
- (b) Serving as an independent and objective party to monitor the Corporation's financial reporting process and internal control system; and
- (c) Engaging, reviewing and appraising the efforts of the independent accountants.

Section 4. Meetings. The Audit Committee shall meet semi-annually and upon call of the Chair or a majority of its members. Notice of the time and place of the meetings shall be provided to each member of the Committee, in the same manner as prescribed in Article IV, Section 9, at least five (5) days prior to the meeting. All meetings will focus primarily on audit/financial issues but will also devote time to ethics and business conduct issues. The Committee will request legal updates from the Corporation's legal counsel and/or outside legal resources as they determine the need exists. The Committee members will have sole discretion in determining the meeting attendees and agenda.

(a) **Voting.** Each member of the Audit Committee shall have one (1) vote, and a simple majority of the members of the Audit Committee shall constitute a quorum. No action of the Audit Committee shall be valid, or binding, unless adopted by an affirmative vote of a majority of the members of the Committee present and voting at any duly called meeting.

(b) **Rules and Regulations.** The Audit Committee may adopt rules and regulations, not inconsistent with these By-Laws, which permit the Committee to remain flexible in order to best react to changing conditions and provide reasonable assurance to the Board that the accounting and reporting practices of the Corporation are in compliance with all legal requirements.

Section 5. **Transfer of Duties.** At the discretion of the Board of Directors, the function and powers of the Committee, as set forth in Article VIII, Section 3, may be delegated to the Finance Committee in lieu of the Audit Committee. Such transfer of duties must be authorized by an affirmative vote of the majority of the Voting Interests of the Directors present and voting at any duly called meeting.

## **ARTICLE IX**

### **Officers, Elections and Vacancies**

Section 1. **Officers.** The officers of the Corporation shall consist of a Chair and President, a Vice-Chair, a Secretary and a Treasurer. Only persons who are members of the Board shall be eligible to be officers.

Section 2. **Nominations.** The Chair shall appoint a nominating committee of four (4) Directors. The nominating committee shall recommend a slate of officers for election at the annual meeting of the Board. Nominations may also be made from the floor by any Director present.

Section 3. **Elections.** Elections shall be held at the annual meeting of the Board. A majority of the Voting Interests of the Directors present is required for election to any office.

Section 4. **Vacancies, Filling of Vacancies.**

(a) **Vacancies.** A vacancy may occur by the following means: death, resignation, or forfeiture. An officer forfeits his office if at any time during his term he lacks the qualifications of his office as determined by these By-Laws.

(b) **Filling of Vacancies.** Should a vacancy occur in the office of Chair and President, it shall be filled temporarily by the Vice-Chair. If the vacancy in the office of Chair and President should occur more than one hundred twenty (120) days prior to the annual meeting of the Board, then a special meeting shall be called by the Vice-Chair or Secretary for the purpose of electing a new Chair and President. The Board may fill any other vacancy.

Section 5. **Powers and Duties of the Chair.** The Chair shall preside over all meetings of the Board and in his or her absence, the Vice-Chair shall preside. In the absence of the Vice-Chair, the Secretary or Treasurer may preside at such meetings.

Section 6. **Powers and Duties of the Secretary and Treasurer.** The Secretary shall record or shall cause to be recorded all the votes and proceedings of the Board meetings in books kept for that

purpose. The Secretary and the Treasurer shall also perform such further duties as the Board and/or the Executive Committee may from time to time direct. The Treasurer shall chair the Finance Committee. The Treasurer may be required to give bond for the faithful discharge of his/her duties, in such sum and with such sureties as the Board may require and approve.

## **ARTICLE X**

### **Finances**

Section 1. Disbursements of Funds. Funds which accrue to the Corporation for its use in furthering the aims and purposes of the Corporation shall be controlled, disbursed, and accounted for in a manner prescribed by the Executive Committee for general purposes.

Section 2. Fiscal Year. The Corporation's fiscal year shall be from July 1<sup>st</sup> through June 30<sup>th</sup>.

Section 3. Payment In Lieu of Taxes. In partial consideration for the obligations of the Participating Member Municipalities resulting from provisions of the Interlocal Agreement and the applicable waste handling agreements, the Corporation shall pay in lieu of taxes a sum not less than Five Hundred Thousand Dollars (\$500,000.00) annually, based upon the 1987 annual waste tonnage of Regional Waste Systems, which amount shall be increased in proportion to the waste tonnage increase from all sources, other than municipal waste, from the Participating Member Municipalities, and excluding all spot market waste, for the term of the waste handling agreements with Participating Member Municipalities, to be apportioned as follows: five-sevenths (5/7) to Portland; one-seventh (1/7) to South Portland; and one-seventh (1/7) to Scarborough. The Corporation may pay in lieu of taxes additional amounts to any Participating or Associate Member Municipality in which any portion of the realty of the Corporation is located.

## **ARTICLE XI**

### **Indemnification**

To the extent permitted by the laws of the State of Maine as they may now or hereafter exist, the Corporation shall indemnify any officer, director, employee or agent of the Corporation who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, by reason of the fact that he or she is or was an officer, director, employee or agent of the Corporation, against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding; provided that no indemnification shall be provided with respect to any matter as to which he or she shall have been finally adjudicated in any civil proceeding not to have acted in good faith in the reasonable belief that his or her action was in the best interests of the Corporation or, in any criminal proceeding, to have had reasonable cause to believe that his or

her conduct was unlawful. To the extent permitted by law, the Corporation may purchase and maintain insurance against the liability of its officers, directors, employees or agents.

## **ARTICLE XII**

### **Amendments to By-Laws**

These By-Laws may be amended or altered at any meeting of the Board, provided that a written notice shall be sent to each Director, in the same manner as prescribed in Article IV, Section 9, no less than five (5) days before the date of such meeting, which notice shall state the proposed amendments. A two-thirds (2/3) vote of the Voting Interests of the Directors present at a duly called meeting is necessary for passage of amendments.

(Adopted 4/13/06)

(Amended 6/30/06)

(Amended 9/21/06)

(Amended 10/18/07)

(Amended 01/20/11)

(Amended 10/16/14)

(Amended 01/18/18)

# TOWN OF BRIDGTON

## MEMO

**TO:** Board of Selectmen  
**FROM:** Laurie L. Chadbourne, Town Clerk  
**RE:** Victualer's License  
**DATE:** January 6, 2020

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▪ **BRM Donuts LLC dba Dunkin Donuts (renewal)**  
181 Portland Road

Victualer's License - Restaurant

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