

BRIDGTON BOARD OF SELECTMEN'S MEETING AGENDA

DATE: Tuesday, April 27, 2021
TIME: 5:00 P.M.
PLACE: Board of Selectmen's Meeting Room, 10 Iredale Street, Bridgton
Virtual

Board of Selectmen Recurring

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

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

You can also dial in using your phone.

United States (Toll Free): [1 866 899 4679](tel:18668994679)

United States: [+1 \(571\) 317-3116](tel:+15713173116)

Access Code: 189-387-141

New to GoToMeeting? Get the app now and be ready when your first meeting starts:

<https://global.gotomeeting.com/install/189387141>

1. Call to Order
2. Pledge of Allegiance
3. Approval of Minutes
 - a. April 13, 2021
4. Public Comments on Non-Agenda Items (Each speaker *may* be limited to 3 minutes.)
5. Committee/Liaison Reports
6. Correspondence, Presentations and Other Pertinent Information
7. New Business
 - a. Awards and Other Administrative Recommendations
 1. Stop Sign on Kansas Road
 2. Ping Pong Tables and Program
 3. 17 Elm Street Violations
 - b. Permits/Documents Requiring Board Approval
 1. Approve Annual Report for 15 Harrison Road Affordable Housing TIF
 2. Certificate of Commitment of Sewer User Rates Commitment #250
 3. Community Center Lease and Agreement
 4. Consideration of Net Energy Billing Offers
 - c. Selectmen's Concerns
 - d. Town Manager's Report/Deputy Town Manager's Report
8. Old Business (Board of Selectmen Discussion Only)
 - a. Wastewater Status Update
 - b. Streetscape: Upper and Lower Main Street Status Update
 - c. Wastewater Hookup: Low Income Policy Status Update

9. Treasurer's Warrants
10. Public Comments on Non-Agenda Items (*Each speaker **may** be limited to 3 minutes.*)
11. Dates for the Next Board of Selectmen's Meetings
May 11, 2021
May 25, 2021
12. Adjourn

Future Agenda Items:

1. Workshop for Review of Committees

**Town Manager's Notes
Board of Selectmen's Meeting
April 27, 2021**

1. Call to Order
2. Pledge of Allegiance
3. Approval of Minutes

- a. April 13, 2021

Suggested Motion: Move to approve the April 13, 2021 Selectboard Minutes.

5. Committee/Liaison Reports
6. Correspondence, Presentations and Other Pertinent Information
7. New Business

- a. Awards and Other Administrative Recommendations

1. At the Board's December 22nd Meeting, you agreed with the Public Services Director's recommendation, supported by the Police Chief to eliminate the stop sign on Main Street at its intersection with Kansas Road. Please see the copy of the Minutes in your binder. A copy of the Traffic Ordinance in in your binder as well.

Suggested motion: Move to reconsider the December 22, 2020 vote on the Main Street stop sign. (Must be made by a member voting in the affirmative).

Suggested motion: Move to approve the installation of the stop sign on Main Street at the Kansas Road intersection.

2. Selectman Tworog requested that the ping pong tables owned by William Preis be on the agenda for discussion. In your binder, please see a letter from Mr. Preis regarding the tables and certain agreed upon conditions to wit: providing a copy of the required insurance and a notarized statement absolving the Town from theft or damages to the tables. It appears that the Town did not receive the insurance information. In your binder is a copy of the Preis letter and several emails regarding the tables.

3. The Code Enforcement Officer has provided a memo documenting the violation of a temporary permit issued to the owner of 17 Elm Street. Outlined are attempts to resolve the matter which proved unsuccessful. The CEO is recommending a \$2,500 fine.

Suggested motion: Move to levy a \$2,500 fine against Mr. Richard Danis, 17 Elm Street for non-compliance.

- b. Permits/Documents Requiring Board Approval

1. In your binder, please find Annual Report for Tax Year April 1, 2020-March 31, 2021: Affordable Housing Increment Financing District. It required Board approval before it can be signed by the Town Manager and submitted.

Suggested Motion: Move to approve the Annual Report for Tax Year April 1, 2020-March 31, 2021: Affordable Housing Increment Financing District.

2. Pursuant to 30-A M.R.S. § 3406 (copy of statute in your packet), please refer to Certificate of Commitment of Sewer User Rates: #250 in your packet.

Suggested motion: Move to commit the January 1, 2021 to March 31, 2021 Sewer User Rate Commitment #250 comprising 3 pages totaling \$2,896.55 to the Treasurer for collection.

3. In your binder, please find the current MOU and Attachment A with the Bridgton Community Center which terminates June 30, 2021. It is my understanding that the Community Center Board of Directors is fine with not changing either document.

Suggested motion: Move to direct the Town Manager to sign Memorandum of Understanding between the Town of Bridgton and the Bridgton Community Center for a three-year term commencing July 1, 2021 and terminating June 30, 2024.

4. As requested by the Board, the Community Development Director is provided competitive net billing energy programs to the Board for consideration.

Suggested motion: Move to sign a contract with _____ to provide Bridgton a net billing energy program.

10. Old Business

- a. Wastewater Update: Letter, Hook-ups
- b. Upper and Lower Main Street Status Update

Board Members Virtual: Liston E. Eastman, Chairman; Glenn R. Zaidman, Vice-Chairman; Carmen E. Lone; Paul A. Tworog; G. Frederick Packard joined the meeting at 5:34 P.M.

Administration Present: Town Manager Robert Peabody

Administration Virtual: Town Clerk Laurie Chadbourne; Community Development Director Linda LaCroix

1. Call to Order

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

2. Pledge of Allegiance

The Board recited the "Pledge of Allegiance."

3. 4:30 Executive Session per MRS Title 1 Section 405.6.E for Discussion of Legal Matters

4. Action Items Following Executive Session (if applicable)

Items 3 and 4 were passed over.

5. Approval of Minutes

a. March 1, 2021

b. March 2, 2021

c. March 23, 2021

Motion was made by Vice-Chairman Zaidman for approval of the minutes from March 1, 2021, March 2, 2021, and March 23, 2021 Board Meetings; second from Selectman Tworog. 4 approve/0 oppose (Selectman Packard was not present for this vote)

6. Public Comments

Ursula Flaherty addressed some issues that came up at the last Select Board Meeting where there was suggestion of voter fraud without foundation. She stated that all involved work hard to ensure a clean election noting that representatives from both parties (Republican and Democrat) were present for the processing of all ballots and tabulation. Ms. Flaherty stated that the local elections are conducted as required by law and thanked all involved for their hard work; she encouraged trust in our election process.

7. Committee/Liaison Reports

Selectman Lone reported the Community Development Committee is meeting virtually tomorrow morning and moving forward with a subcommittee for arts and culture.

Local Health Officer Pinkham sent an email to the Board and promised to provide updates as they become available.

8. Correspondence, Presentations and Other Pertinent Information

a. Warrant to Call Maine School Administrative District No. 61 Budget Meeting on May 11, 2021 at Lake Region High School (for informational purposes)

The Board received notification of the Warrant to Call Maine School Administrative District No. 61 Budget Meeting on May 11, 2021 at Lake Region High School.

b. Consideration of Net Energy Billing Offers

Community Development Director reported that Revision Energy and Titan Energy have submitted proposals for Board consideration. Representatives from Revision Energy and Titan Gen reviewed their proposals. Discussion ensued. Director LaCroix requested that the Board make their decision at the next meeting.

Selectman Packard joined the meeting at 5:43 P.M. (virtually).

9. New Business

a. Awards and Other Administrative Recommendations

1. Lease of Electric Vehicle

Efficiency Maine offered an electric vehicle rebate program for municipalities. The lease is for 3 years with the lease being paid by rebates from Efficiency Maine. The cost to the Town will be insurance (\$1,000 annually) and a \$400 turn in fee. The vehicle would function as a floater. Examples of its use include the park ranger, out of town training, CEO, and administrative police work. Discussion of installing a charging unit at the municipal complex ensued. **Motion** was made by Vice-Chairman Zaidman to approve the leasing of a KONA electric vehicle from Rowe Ford Westbrook with the lease fee being paid for by Efficiency Maine's UV Accelerator Program; second from Selectman Tworog.

5 approve/0 oppose

2. Salmon Point Campground Rules & Regulations Amendments

Town Manager Peabody reported that the only change is an increase from \$1,000 to \$1,250 for upgrading to 50-amp service reflecting increased costs to make the change. **Motion** was made by Selectman Lone to approve the revised Salmon Point Campground Rules & Regulations; second from Vice-Chairman Zaidman. 5 approve/0 oppose

b. Permits and Documents Requiring Board Approval

1. Accept Payment and Approve a Quitclaim Deed to Kevin Rogers; Middle Ridge Road, Map 14 Lot 93 (Tax Acquired Property)

Motion was made by Vice-Chairman Zaidman to accept payment and approve a Municipal Quitclaim Deed to Kevin Rogers for described Map 14, Lot 93 Town of Bridgton Tax Maps; second from Selectman Tworog.

5 approve/0 oppose

2. Victualer's License to The Gazebo

3. Victualer's License to Chao Thai Restaurant

Motion was made by Selectman Lone to approve Victualer's Licenses to The Gazebo and to Chao Thai Restaurant; second from Vice-Chairman Zaidman. 5 approve/0 oppose

4. Warrant and Notice of Election Calling Maine School Administrative District No. 61 Budget Validation Referendum on Tuesday, May 25, 2021

Motion was made by Selectman Packard to sign the Town of Bridgton Maine School Administrative District No. 61 Budget Validation Referendum Warrant and Notice of Election; second from Selectman Tworog. 5 approve/0 oppose

5. Woodard & Currant Work Order Number 4; Roadway and Drain Improvements

Brent Bridges, P.E. reviewed the document for drainage and roadway improvement (Task 1), Construction Administration and RPR Services (Task 2) for the Inner Corridor Project. The estimated cost is \$245,000. The total estimated construction costs are \$1.5 million including a 15% contingency. **Motion** was made by Chairman Eastman to direct the Town Manager to sign the Work Order 04-Roadway and Drain Improvements; second from Vice-Chairman Zaidman. 5 approve/0 oppose

c. Selectmen's Concerns

- **Vice-Chairman Zaidman** had no concerns.
- **Selectman Lone** had no concerns.
- **Selectman Tworog** has received complaints that the stop sign at the intersection of Kansas Road to Main Street is dangerous. Town Manager Peabody reminded the Board that the Police Chief recommended elimination of the sign. The Board requested that this item be added to the next agenda for additional discussion.
- **Selectman Tworog** reported that three of the four ping pong tables that were generously provided by a citizen have been damaged by the recreation department. Lengthy discussion ensued. Town Manager Peabody will gather additional information and this item will be added to the next agenda for additional discussion.

- **Selectman Tworog** voiced disappointment in “no public restrooms” at the Municipal Complex. Town Manager Peabody responded that the restrooms were shut down due to COVID and the inability to clean them after each use.
- **Selectman Packard** had no concerns.
- **Chairman Eastman** reported that there is some burning out and racing on Depot Street and requested that the Police Chief monitor the area.

d. Town Manager’s Report

Town Manager Peabody read the following report into the record:

Manager’s Report / 04/13/21

General

The Town Office is closed until April 22nd in accordance with CDC Guidelines, due to a staff member testing positive for COVID-19. Most services are available on-line. The Transfer Station will remain open as will the Police Department, Public Works, and Fire Department.

A reminder that masks are required at the Town Office and Transfer Station. If you are unable to wear one due to an underlying medical condition, please call to set up an appointment so that we can accommodate you in a manner that is safe for you and our staff.

Public Services Department

It is with regret that I announce the resignation of Ken Lane effective May 5th. Ken is our Public Services foreman and has been with the Town since 1984. We wish him the best as he starts a new chapter in his life.

Kane Toothaker, Public Services Department, also has resigned effective April 16th. Kane has been with the Department since 2016. We wish him the best in his future endeavors. We are advertising his position.

Town Clerk

The election slate has been set for the June Annual Town: James Kidder, Bernard King, Carmen Lone, and Robert McHatton are running for the two (2) selectmen vacancies; Daniel Harden, Rolf Madsen, and Deanna Miller are running for the two (2) planning board members seats; Catherine DiPietro is the only candidate for the one-year alternate planning board seat; there are no candidates for the three-year planning board alternate seat; Kimberly Beuler, Sharon Menegoni, and Karla Murphy are running for the two (2) MSAD 61 directors seats; and Todd Perreault is the only candidate for the one (1) Water District trustee seat.

Financials

Before you tonight are the February financials and the Revenue and Expenditure Summary Report. As you will note, the benchmark is 66.7% for the month. Revenues are at 62.4% and Expenditures at 63.2%.

10. Old Business

a. Wastewater Status Update

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

b. Streetscape: Upper and Lower Main Street Status Update

Town Manager Peabody had no updates to report.

c. Wastewater Hookup: Low Income Policy Status Update

Town Manager Peabody had no updates to report.

Town Manager Peabody corrected his Manager’s report to clarify that Catherine DiPietro is the only candidate for the one-year alternate planning board seat.

11. Treasurer’s Warrants

Motion was made by Vice-Chairman Zaidman for approval of Treasurer’s Warrants numbered 125-133; second from Selectman Packard. 5 approve/0 oppose

12. Public Comments

Dan Harden noted that the intersection on Kansas Road is dangerous and suggested that the stop sign be replaced.

Dan Harden asked the Board to consider providing a contact number to get the roads sanded in the winter. Town Manager Peabody replied that dispatch would be the contact for reporting.

Deb Brusini reported that there is a trash shed located at the back of the Town Hall and one of the doors is missing making the trash visible.

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

April 27, 2021

May 11, 2021

May 25, 2021

14. Adjourn

Chairman Eastman adjourned the meeting at 7:23 P.M.

Respectfully submitted,

Laurie L. Chadbourne

Town Clerk

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.

**TOWN OF BRIDGTON
TRAFFIC ORDINANCE**

AN ORDINANCE REGULATING TRAFFIC UPON THE PUBLIC STREETS OF THE TOWN OF BRIDGTON AND REPEALING ALL OTHER ORDINANCES AND SECTIONS OF ORDINANCES IN CONFLICT HEREWITH.

Be it enacted by the Board of Selectmen for the Town of Bridgton as follows:

Article I. Section I. STOPPING, STANDING OR PARKING PROHIBITED IN SPECIFIED PLACES.

No person shall stop, stand or park a vehicle, except when necessary to avoid conflict with other traffic, or in compliance with law, or the directions of a Police Officer, or traffic controlled device, in any of the following places:

1. On a sidewalk;
2. In front of a public or private driveway or alley way;
3. Within an intersection;
4. Within ten feet of a fire hydrant;
5. On a crosswalk;
6. Within 15 feet of the near corner of the curbs at intersection, except where otherwise designated;
7. Within 15 feet upon the approach to any stop sign located at the side of a roadway;
8. Within Fire Lane where signs are erected giving notice thereof as described in Schedule III, included in this Ordinance;
9. On the roadway side of any vehicle stopped or parked at the edge of a curb or street;
10. Upon any bridge;
11. At any place where official signs, white painted curbs or other curb painting or other road painting or markings so prohibit.

Section II.

No person shall stop, stand, park or leave his vehicle on any street in such a manner or under such condition so as to obstruct the free passage of other vehicles in either direction unless specifically permitted by a Police Office, or so as to leave available less than fifteen feet of the width of the roadway for free movement of vehicular traffic.

Section III.

No person shall allow, permit or suffer any vehicle in his possession to stand or park on any street, headed in the direction of lawful traffic movement a distance greater than 12 inches from

the curb or edge of the roadway or to stand or park on any street facing oncoming traffic.

Article II. Section I. PARKING TIME LIMITED ON STREETS

Between November 15th and April 15th no vehicle shall be parked on any public street or way from 11:00p.m. to 7:00a.m. Also, parking may be prohibited with notification of a parking ban (10/05).

The Chief of Police or his designee may cause any vehicle so parked on any street or way to be moved and placed in a suitable parking space off of the street, at the expense of the owner of such vehicle, and without the Town being liable for any damage that may be caused by such removal.

Section II.

When signs are erected giving notice thereof, no person shall park a vehicle at any time upon any of the streets or parts of streets described in Schedule I, II and III included in this Ordinance.

When signs have been erected giving notice thereof, parking will be limited to those with appropriate handicap identification in the two spaces provided at the main entrance to the Bridgton Municipal Complex, Three Chase Street Suite 1, Bridgton, Maine.

When signs have been erected giving notice thereof, parking will be limited to thirty minutes in the four spaces provided at the main entrance to the Bridgton Municipal Complex, Three Chase Street Suite 1, Bridgton, Maine. This is for the purpose of allowing parking for people to conduct short term business at either the Town Office or the District Court Office during business hours. Overnight parking is prohibited with the exception of Lake Region Television's utility truck (10/05).

Parking on both sides of Main Street from Pondicherry Square to the Monument is limited to 2 hours between the hours of 9:00a.m. and 10:00p.m. Vehicles exceeding the time limit may be subject to a parking fine pursuant to Article VI. (09/16)

Section III.

When signs are erected giving notice thereof, no person shall park or vehicle for longer than the period of time specified in Article IV Section IV, between the hours of 9:00a.m. to 10:00p.m., except Sundays and Legal Holidays, upon any of the streets or parts described in Section X of this Ordinance.

Article III. Section I. SCHEDULE OF STREETS AND WAYS AND SECTIONS THEREOF PROHIBITING PARKING AT ANY TIME

- SCHEDULE I. The northeasterly side of Main Street from the easterly side of the driveway at 90 Main Street to Chase Street; from Hayes Block (i.e.; Bridgton News) to Tannery Bridge;
- SCHEDULE II. The southerly side of Main Street from Walker Street to Cottage Street; from west side of Church Street to Tannery Bridgton; from Renys parking lot to lower intersection of Gibbs Avenue.
- SCHEDULE III. The easterly side of Gibbs Avenue to Fire Station; the northerly and southerly side of lower section of Gibbs Avenue from the Fire Station to Main Street.
- SCHEDULE IV. The northeasterly and southeasterly sides of North High Street from the Civil War Monument To Fire Lane #241.
- SCHEDULE V. No Parking Zone on Route 302, Moose Pond Causeway, on the southeast side of Route 302 from Moose Pond boat launch to Kendal Ham Drive (1/02) (5/10).
- SCHEDULE VI. No Parking Zone on the West side of Chase Street between Main Street and Bennett Street for a distance of 425 feet (3/02).
- SCHEDULE VII. No parking zone on either side of Depot Street from the intersection of Main Street heading southerly up to the first bridge on Depot Street in the vicinity of the Bridgton Community Center (2/12)

Article IV. Section I. SCHEDULE OF STREET AND SECTIONS OF STREETS PERMITTING PARKING WHERE SIGNS ARE ERECTED GIVING NOTICE THEREOF AND TIME LIMIT

- SCHEDULE I. The southerly side of Main Street from the east side of the parking lot of 17 Main Street to Walker Street; from Cottage Street to Church Street; from Depot Street to the Cool Moose; from lower intersections of Gibbs Avenue to To Portland Street.
- SCHEDULE II. The northeasterly side of Main Street from the easterly side of Bacon Street to Hayes Block; From Tannery Bridge to Flint Street.
- SCHEDULE III. When signs are erected giving notice thereof on

Chase Street, designated parking will be allowed for District Court Employees between the hours of 7:30a.m.-4:00p.m. on business days only (10/05).

Section II.

The provisions of this Ordinance prohibiting the standing or parking of a vehicle shall apply at all times or at those times herein specified or as indicated on official signs except when it is necessary to stop a vehicle to avoid conflict with other traffic or in compliance with the directions of a police officer or official traffic-control device.

Section III.

When signs are erected giving notice thereof, no person shall park a vehicle at any time upon any of the streets described in Article III Section I Schedule I, II, III, IV, V and VI included in this Ordinance.

Section IV.

When signs are erected giving notice thereof, no person shall park a vehicle for longer than the time specified between the hours of 9:00a.m. and 10:00p.m. of any day except Sundays and public holidays upon any of the streets described in Article IV Section I, Schedule I, II, and III included in this Ordinance.

Section V.

Whenever by this or any other ordinance of this Town any parking time limit is imposed or parking is prohibited on designated streets it shall be the duty of the Town Manager or his designee to erect appropriate signs giving notice thereof and no such regulations shall be effective unless said signs are erected and in place at the time of any alleged offense.

Section VI.

The Town Manager with the approval of the Board of Selectmen shall place and maintain, or cause to be placed and maintained, traffic-control signs, signals and devices when and as required or authorized under this Ordinance, and may place and maintain such additional traffic-control devices as he may deem necessary to regulate traffic under this Ordinance or under State Law, or to guide or warn traffic, including angle parking signs, and markings, turning markers, and signs prohibiting left, right or U turns, the location of which he is authorized to determine. All traffic control devices so erected and not inconsistent with the provisions of the State Law or this Ordinance shall be official traffic control devices.

Article V. Section I. MUNICIPAL PARKING LOTS

All Municipal Parking Lots shall be closed to overnight parking between the hours of 1:00a.m. and 7:00a.m.

The Chief of Police or his designee may cause any vehicle so parked on any street or way to be moved and placed in a suitable parking space off of the street, at the expense of the owner of such vehicle, and without the Town being liable for any damage that may be caused by such removal. (09/16)

Section II. MUNICIPAL PARKS PARKING LOTS

All Municipal Park Parking Lots shall be closed to overnight parking between the hours of 10:00p.m. and 7:00a.m.

The Chief of Police or his designee may cause any vehicle so parked on any street or way to be moved and placed in a suitable parking space off of the street, at the expense of the owner of such vehicle, and without the Town being liable for any damage that may be caused by such removal. (09/16)

Article VI. Section I. GENERAL PENALTY

Unless another penalty is expressly provided by State Law, any person convicted of a violation of any provisions of this Ordinance shall be punished by a fine of not more than \$100.00 except as otherwise provided in the following subsections of this section; and any such fines or penalties shall accrue to the Town.

Any person violating any parking provisions of this Ordinance shall be subject to the general penalty imposed for violation of this Ordinance, however, such person may elect, in lieu of such penalty, to pay a fee as provided in the Town of Bridgton Fee Schedule, which may be amended from time to time, and which is incorporated herein by reference. Such payment shall in no event be construed as an enforced imposition of a fine or penalty, but on the other hand shall be construed to be an amount which an offender may voluntarily contribute towards the cost and expense of furnishing to the public a less expensive alternative method of regulating and administering traffic law violations. If, however such payment is not made at the Town Office or Office of the Chief of Police within 72 hours after notice of such violation is served, by traffic ticket or otherwise, this alternative method is not available or applicable, and the penalty provided by this Ordinance shall be imposed. (5/10)

After one hour if a vehicle is still parked in violation after being cited for a first offense, the second offense penalty will apply and the vehicle shall be subject to being towed at the owner's expense.

Article VII. Validity

If any part of parts of this Ordinance are for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

Article VIII. Previous Ordinances

All former traffic ordinances of this Town are hereby repealed except that this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed prior to the enactment of this Ordinance.

Article IX. Certification

The Town Clerk shall certify to the passage of this Ordinance and cause the same to be published in the Bridgton News.

Article X. Name

This Ordinance may be known and cited as the Traffic Ordinance.

Article XI. Adoption

This Ordinance shall take effect upon its adoption by the Board of Selectmen.

This Ordinance was adopted on January 10, 1995 following the public hearing held for that purpose under the authority granted by 30A MRSA 3009.

Enacted: January 10, 1995

Amended: August 1996, January 2002, March 2002, October 2005, May 25, 2010, August 9, 2011 and January 24, 2012, **December 13, 2016**

Bob Peabody
Bridgton Town Manager

Dear Mr. Peabody,

I am in receipt of the town's letter dated October 25th, 2018, which requires me to supply property & casualty, business general liability or Inland Marine insurance within 30 days, for the 7 ping pong tables at the Town Hall that have been used in the Ping Pong program for the last 14 years.

In our meeting of October 31st, 2018 at the Town Hall, I think we bot showed interest in the continuation of the Ping Pong Program. It is my hope that in the future the Town might accept the donation of several of the ping pong tables, for use by the Rec Dept. In that case, the Town would own them and those table would be covered by the Town's insurance policy.

In our phone conversation on November 2nd, 2018 we came to an agreement that if I supply the Town with a notarized statement absolving the Town of responsibility for damages of theft of all 7 tables I would be given an extension until May 1st, 2019 to find a home for some of the tables. This would allow the continuation of the Ping Pong Program and the use of the tables in the Town Hall until that time.

I, William H. Preis Jr., owner of the 7 ping pong tables in question willingly agree to absolve and hold harmless the Town of Bridgton for any damages or theft of any/all of the 7 ping pong tables currently located at the Bridgton Town Hall.

Sincerely,

William H. Preis Jr.
170 Highland Rd.
Bridgton resident for 32 years

Robert "Bob" Peabody, Jr.

From: Gary Colello
Sent: Tuesday, April 13, 2021 7:34 PM
To: Robert "Bob" Peabody, Jr.
Subject: FW: Ping Pong Tables

For your record on the Ping Pong Tables.... There should be hold harmless agreement that Bill completed with Jerusha in April 19. I never got a copy of it.

At the end of the day there is no proper space for these tables. Whenever there is a voting day, town meeting, or any large event the tables are moved to the Ice Rink. As I told Bill I have no realistic solution to always protect these tables. They are quite frankly always in the way when not in use.

Also a couple weeks ago Justin asked about building a new dumpster for the Town Hall. I assume that is in the project line.

Perhaps you can stop down to the Town Hall tomorrow or this week and I can give you a tour of some things that have been put on the back burner because of turn over and COVID.

Thanks,

Gary Colello, CSCS, CPRP

Director of Recreation
Town of Bridgton
Cell – 207-647-1126

From: Jerusha Murray <jmurray@bridgtonmaine.org>
Date: Thursday, April 11, 2019 at 11:30 AM
To: Gary Colello <gcolello@bridgtonmaine.org>
Cc: James Kidder <jkidder@bridgtonmaine.org>, Robert "Bob" Peabody, Jr. <rpeabody@bridgtonmaine.org>
Subject: FW: Ping Pong Tables

FYI – I will keep you posted as to his reply and plans to remove the tables.

Jerusha Murray
Executive Secretary

Town of Bridgton
3 Chase St., Suite 1
Bridgton, Maine 04009
207-647-8786

From: Jerusha Murray
Sent: Thursday, April 11, 2019 11:30 AM
To: bill@merryfieldcove.com
Subject: Ping Pong Tables

Hi Bill,

Checking in with you on the removal of ping pong tables from the Town Hall. It is my understanding that you will be removing them by May 1st.

Would you please confirm 1) when you will be there to remove the tables and 2) whether or not you will need 'after hours' access that need to be coordinated with Gary?

Thank you,
Jerusha

Jerusha Murray
Executive Secretary

Town of Bridgton
3 Chase St., Suite 1
Bridgton, Maine 04009
207-647-8786

Robert "Bob" Peabody, Jr.

From: Gary Colello
Sent: Wednesday, April 14, 2021 9:56 AM
To: Robert "Bob" Peabody, Jr.
Subject: Re: Ping Pong Tables

We do not use them in our kids programs. However Tyler attended his program before Covid to learn how to lower the tables correctly so we can use one of the tables for open gym. I think it was used once or twice before the participants lost interest. They were pad locked in the past but are not currently. They have been stored with tarps over them in the back of the rink over the last year to make room for daycare.

I did not see the meeting where it was discussed but the Rec Department does not use the tables, we have only moved them once at the start of last years summer camp and were recently moved back down to the hall after last weeks voting. Public works typically move them for voting and other big events in the hall as Laurie needs the space out back.

The tables are not meant for storage in the outside but as I told Bill I don't have a good solution to store them for "safe" keeping. The condensation did creat some rust on the wheels of the tables. Our storage is limited and they are large pieces of equipment. I have never had any complaints about other programs using the tables.

Bill has asked if PWD can weld the legs together but I'm not sure of that capability.

This is only a thought but I think to solution is either give them to the Town so we can move them as we choose and store them as we wish or Bill finds a new home for the tables and the Ping along program of the storage is not satisfactory. There is less then 5 people who participate regularly in ping pong yet the program occupies one of the largest cubbies in the back of the Town Hall and the equipment takes up the most room.

As you recall we sat in the Town Hall during Halloween 2019 discussing the same topics.

Gary Colello, CSCS, CPRP
Town of Bridgton
Recreation Director
207-647-1126
Set From iPhone

From: Robert "Bob" Peabody, Jr. <rpeabody@bridgtonmaine.org>
Sent: Wednesday, April 14, 2021 9:26:10 AM
To: Gary Colello <gcolello@bridgtonmaine.org>
Subject: RE: Ping Pong Tables

Does your program use them? Aren't they padlocked?

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

From: Gary Colello <gcolello@bridgtonmaine.org>
Sent: Tuesday, April 13, 2021 7:34 PM
To: Robert "Bob" Peabody, Jr. <rpeabody@bridgtonmaine.org>
Subject: FW: Ping Pong Tables

For your record on the Ping Pong Tables.... There should be hold harmless agreement that Bill completed with Jerusha in April 19. I never got a copy of it.

At the end of the day there is no proper space for these tables. Whenever there is a voting day, town meeting, or any large event the tables are moved to the Ice Rink. As I told Bill I have no realistic solution to always protect these tables. They are quite frankly always in the way when not in use.

Also a couple weeks ago Justin asked about building a new dumpster for the Town Hall. I assume that is in the project line.

Perhaps you can stop down to the Town Hall tomorrow or this week and I can give you a tour of some things that have been put on the back burner because of turn over and COVID.

Thanks,

Gary Colello, CSCS, CPRP
Director of Recreation
Town of Bridgton
Cell – 207-647-1126

From: Jerusha Murray <jmurray@bridgtonmaine.org>
Date: Thursday, April 11, 2019 at 11:30 AM
To: Gary Colello <gcolello@bridgtonmaine.org>
Cc: James Kidder <jkidder@bridgtonmaine.org>, Robert "Bob" Peabody, Jr. <rpeabody@bridgtonmaine.org>
Subject: FW: Ping Pong Tables

FYI – I will keep you posted as to his reply and plans to remove the tables.

Jerusha Murray
Executive Secretary

Town of Bridgton
3 Chase St., Suite 1
Bridgton, Maine 04009
207-647-8786

From: Jerusha Murray
Sent: Thursday, April 11, 2019 11:30 AM

To: bill@merryfieldcove.com

Subject: Ping Pong Tables

Hi Bill,

Checking in with you on the removal of ping pong tables from the Town Hall. It is my understanding that you will be removing them by May 1st.

Would you please confirm 1) when you will be there to remove the tables and 2) whether or not you will need 'after hours' access that need to be coordinated with Gary?

Thank you,
Jerusha

Jerusha Murray
Executive Secretary

Town of Bridgton
3 Chase St., Suite 1
Bridgton, Maine 04009
207-647-8786

TOWN OF BRIDGTON

MEMO

TO: Robert Peabody, Jr.
CC: Board of Selectmen
FROM: Brenda Day
RE: 17 Elm St. Violation
DATE: April 21, 2021

On September 5, 2019, a temporary permit was issued to Mr. Danis for an 8x45 trailer. Said permit was issued with the expiration date of November 2020.

On September 23, 2020 I reached out to Mr. Danis via email asking for an update on the removal of the trailer as well as cleaning up the yard, which we agreed upon when issuing the permit.

One September 24, 2020 Mr. Danis responded to my email assuring me the trailer would be removed by November no problem.

On November 2, 2020, after the expiration of the temporary building permit I visited the property located at 17 Elm St, known as tax map 23 Lot 49. I found the property to be in violation of the Town's Junkyard Ordinance. The trailer that issued a temporary permit for was still placed in the yard.

On November 6, 2020, the trailer was still located on the property also on this date, I sent Mr. Danis his first violation letter citing his violation of the Town's Junkyard ordinance and M.R.S.A. Title 17, 2802, Miscellaneous Nuisances, which is injurious to property rights and has in fact become a public nuisance.

On November 10, 2020 I spoke with Mr. Danis regarding the removal of the trailer. On this date I was told by Mr. Danis that the trailer would be removed in two weeks' time. I agreed to the two weeks and agreed to check in on November 24, 2020.

On November 24, 2020 I checked in after several complaints/concerns from neighbors, only to see the trailer still located on the property at 17 Elm St. It appeared there had been no effort to remove the trailer. Also, on this date Mr. Danis sent me an email stating the trailer will be removed this week.

On December 5, 2020 I checked in with Mr. Danis for the status on the removal of the trailer, on this date I was told that the "trailer is a go." By Mr. Danis.

On December 9, 2020 Mr. Danis reached out to let me know that he was still waiting to hear back from a few contractors he contacted about removing the trailer.

On December 18, 2020 I reached out to Mr. Danis for another update. Also, on this date, Mr. Danis assured me that he had gotten a commitment from a local logger who could remove the trailer and was waiting to hear back on a timeline.

On December 29, 2020 I contacted Mr. Danis for an updated on the timeline, on December 30, 2020 he let me know that the logger called him and told him that the removal could be done that Friday, January 1, 2021.

On January 3, 2021, Mr. Danis emailed me letting me know the logger was having a difficult week with his business but assured him it would be done by the end of the week.

On February 11, 2021 I received a phone call from Shawn Morgan, letting me know he would be removing the trailer for Mr. Danis and that the date of removal was February 28, 2021. On this date I also reached out to Mr. Danis to make him aware of my communication with Shawn.

On March 1, 2021 I took a drive by the property, the trailer was still located in the same spot. It appeared there was no efforts to remove the trailer on February 28, 2021.

On March 11, 2021 I emailed Mr. Danis to receive an explanation on the trailer removal. Also, on this Mr. Danis responded to my email stating that the trailer caved in and the job was harder than initially anticipated.

On March 19, 2021 Mr. Danis sent me an email stating he had visited his property on Elm St. to check the condition of the trailer.

On April 20, 2021 Mr. Danis sent me an email stating he had arrangements to get the trailer jacked up and repositioned.

As of today's, date April 21, 2021 the trailer is still located at the property on 17 Elm St. I am recommending to the Board of Selectmen to approve a fine in the amount of \$2,500.00 due to non-compliance after several attempts to work with the homeowner.

X

Brenda Day
Code Enforcement Officer

Annual Report for Tax Year April 1, 2020 – March 31, 2021
Affordable Housing Tax Increment Financing District
Submission Deadline of April 30, 2021

Municipality: Town of Bridgton, Maine

Municipal official submitting this report:

Robert A. Peabody
Printed name

Signature April 27, 2021
Date

Title: Town Manager
Mailing address: 3 Chase Street, Bridgton, Maine 04009
Phone number: 207-803-9958
Email address: rpeabody@bridgtonmaine.org

Name of Affordable Housing Development District:

15 Harrison Road Municipal Affordable Housing Development and Tax Increment Financing District

Date that the municipal legislative body approved this report: *In submitting this report, the legislative body of the municipality or its authorized representative certifies that the public purpose of the affordable housing district is being met and that the required housing affordability and other conditions of approval, including limitations on uses of tax increment revenues for approved development project costs, set forth in the Certificate of Approval issued by Maine State Housing Authority for the District and the related Affordable Housing Development Program are being maintained.*

April 27, 2021

Status of affordable housing within the District: *"Affordable" means for households earning no more than 120% area median income. If affordable housing development is in process or complete, we would very much appreciate a photo of the housing, supplied electronically to mmartin@mainehousing.org.*

Type of housing unit	# of Existing affordable units	# of Existing market units	# of Planned affordable units	# of Planned market units
Rental (family)	448	697	0	estimated 56
Rental (senior)	included above	included above	48	in above
Owned home/condo	3159	3413	0	esimated 21

Please list property sales within the District. [NOTE: Impact on affordability is not required by the statute for this item and in any event would be captured in the chart above.]

\$0

Please describe any changes from what was described in the approved Development Program for the District, such as changes to the type, scope or timing of development within the District. If the Development Program and Certificate of Approval for the District allow alternative uses of funds, please list how funds are being used in practice.

There are no changes to the Development Program for the District with the exception of timing. The affordable housing project is awaiting construction financing.

Table 5: Educational Attainment for the Population 25 and older, 2017.

(Source: US Census, ACS 5 year est.).

Category	Bridgton	Cumberland County	Maine
Less than 9th grade	0.1%	1.8%	2.8%
9th to 12th grade, no diploma	6.1%	3.5%	5.1%
High school graduate (includes equivalency)	41.7%	23.0%	32.3%
Some college, no degree	15.2%	17.5%	19.5%
Associate's degree	7.6%	9.2%	10.0%
Bachelor's degree	17.6%	28.2%	19.3%
Graduate or professional degree	11.7%	16.9%	10.9%

INCOME

Summary findings:

- Relative to peer communities, Bridgton's household income in 2017 (\$48,319) is lower than Raymond and Damariscotta, but higher than Norway and Paris and about even with Bethel (Figure 7).
- Bridgton's household income is below both Cumberland County and the Maine median.
- A similar comparison is found using per capita income. Bridgton's per capita income in 2017 was \$23,545, well below all other peer communities with the exception of Norway and Paris.
- The household income distribution in Bridgton is reflective of these and other measures of economic prosperity in this report. Less than 5 percent of households had income levels above \$150,000 (Figure 8).

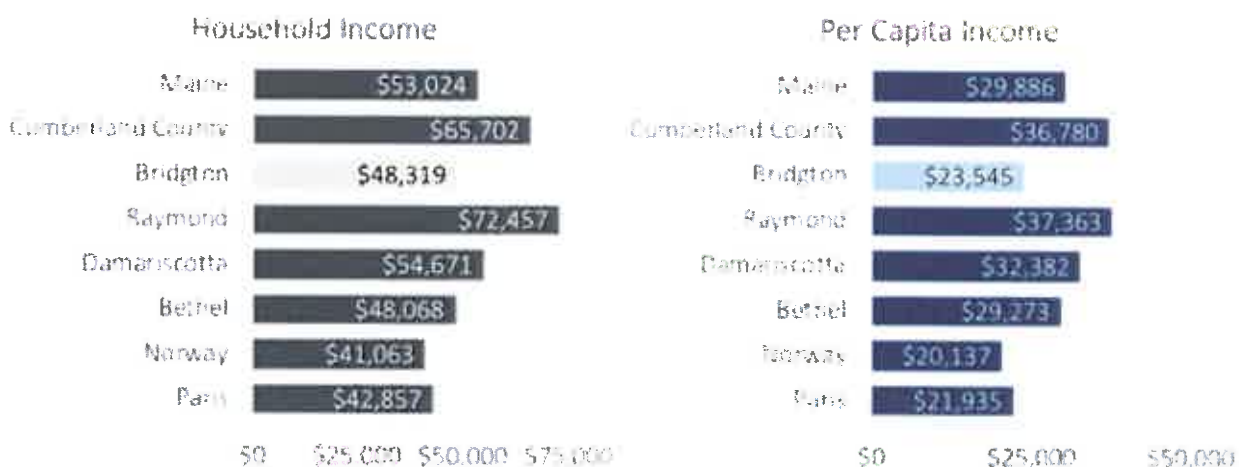


Figure 7: Household Income and Per Capita Income in Peer Communities, 2017.
(Source: US Census ACS 5 year est.).

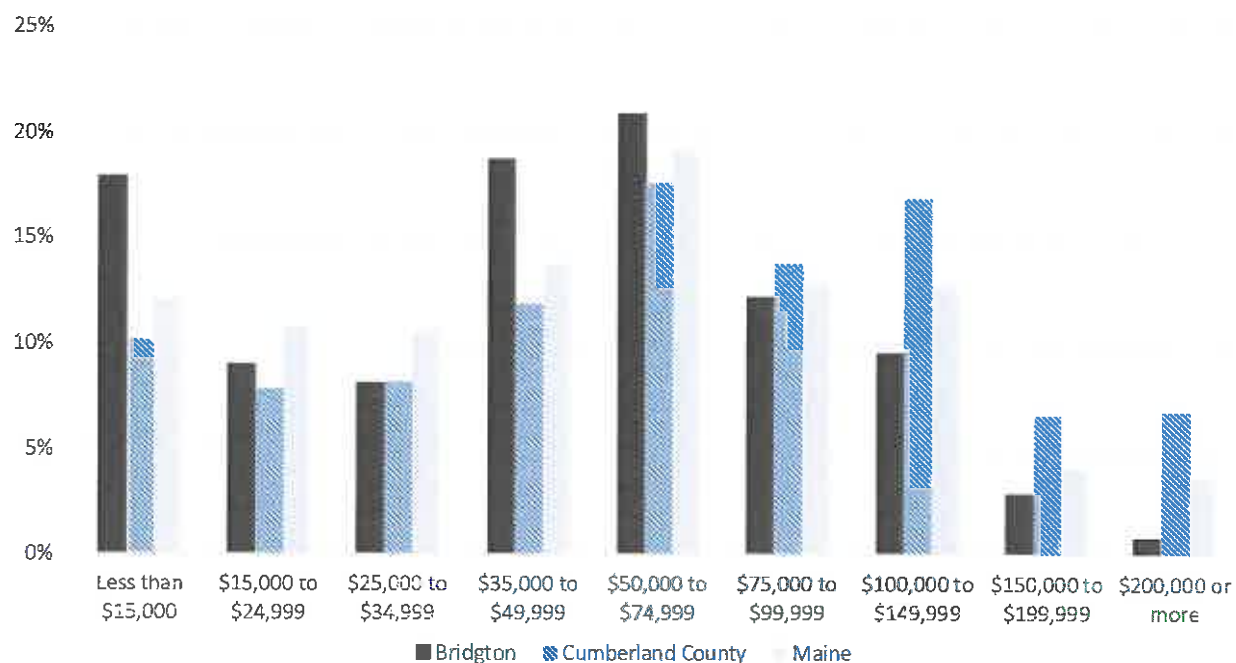


Figure 8: Income Distribution in Bridgton, Cumberland County, and Maine, 2017.
(Source: US Census ACS 5 year est.).

While the Census reports other labor force statistics that may be of interest, such as unemployment rates by educational attainment or by age, small sample sizes result in lower confidence in the estimates. In many cases the margin of errors for these estimates are quite substantial and reporting them may provide a misleading picture of the employment situation for these groups in Bridgton. Therefore, we do not report them here to avoid misinterpretation due to high degrees of sampling error.

HOUSING AND AFFORDABILITY TRENDS

Summary findings:

- Bridgton had an estimated 4,356 housing units in 2017, of which 48% were identified as occupied (Table 7) – a percentage well below the county (84%) and state (75%).
- The high rate of vacant units is largely explained by the number of units used for seasonal, recreational, or occasional use.
- Bridgton has an above average rate of owner occupied housing units. About ¾ of occupied housing units are owner occupied – a rate higher than the county and state - with the remaining 24% rental occupancy.
- Bridgton's housing stock is slightly older than the state and county, with just 78 units estimated to have been built since 2010.
- Home ownership is slightly more affordable in Bridgton than the county or state. About 24 % of owner occupied units have costs 30% or more above the household income, compared to a share of 29% for the county and state (Table 8).
- Table 9 shows the homeownership affordability index produced by MaineHousing in which a value of 1 or above implies home ownership is affordable based on current median household income and home sale prices. Bridgton's value of .97 suggests that homeownership is relatively affordable, especially when compared to other communities, with the exception of Raymond.
- On the other hand, housing is less affordable for renters. Fifty-six percent of rental households are affordable, as defined by MaineHousing's Index. Rental housing is relatively more affordable than the state and at least on par with peer community (Norway), but lags Cumberland County as a whole in rental affordability.
- This means that despite the low wages in Bridgton, it can still appear as an affordable place to live, particularly in a region that is increasingly unaffordable.

Table 7: Summary Housing Characteristics in Bridgton, 2017.
(Source: US Census ACS 5 year est.).

Subject	Bridgton		Cumberland County		Maine	
	Number	Pct	Number	Pct	Number	Pct
Total	4,356		142,251		735,711	
OCCUPANCY & VACANCY						
Occupied Units	2,098	48% (Total)	118,807	84% (Total)	554,061	75% (Total)
Owner occupied	1,554	74% (Occ. unit)	81,526	69% (Occ. unit)	399,142	72% (Occ. unit)
Renter occupied	544	26% (Occ. unit)	37,281	31% (Occ. unit)	154,919	28% (Occ. unit)
Vacant Units	2,258	52% (Total)	23,444	16% (Total)	181,650	25% (Total)
For sale	145		1,022		7,748	
For rent	153		1,998		11,500	
For seasonal, recreational, occasional	1,714	39% (Total)	15,578	11% (Total)	128,088	17% (Total)
AGE OF HOUSING STOCK						
Before 1940	1,080	24.8%	35,638	25.1%	180,455	24.5%
1940 to 1999	2,687	61.7%	85,763	60.3%	439,725	59.8%
2000 to 2009	511	11.7%	17,262	12.1%	98,634	13.4%
2010 or later	78	1.8%	3,588	2.5%	16,897	2.3%
HOME VALUE						
Median home value	\$159,600	-	\$259,400	-	\$179,900	-
Average home value	\$189,960	-	\$306,037	-	\$220,044	-
AFFORDABILITY (COST-BURDENED)						
Owner costs 30% or more of HH income*	254	24.4%	16,694	29.3%	72,502	29.2%
Gross rent 30% or more of HH income	249	45.8%	17,282	46.4%	69,359	44.8%

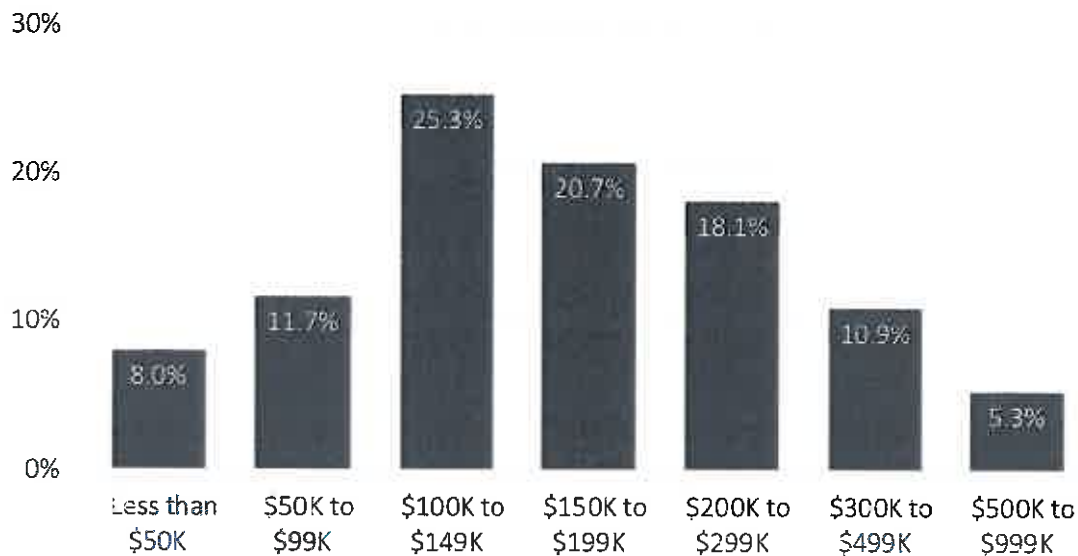


Figure 10: Distribution of Housing Values in Bridgton, 2017.
(Source: US Census ACS 5 year est.).

Table 8: Housing Affordability in Bridgton and Peer Communities, 2017.
(Source: Census 5 year est.).

Median Mthly Housing Costs	Bridgton	Cumbr County	Maine	Bethel	Damariscotta	Norway	Paris	Raymond
With Mortgage	\$1,200	\$1,697	\$1,357	\$1,151	\$1,440	\$956	\$1,028	\$1,548
% Not Afford.*	24.4%	29.3%	29.2%	40.0%	31.5%	22.3%	28.1%	28.6%
No Mortgage	\$494	\$619	\$483	\$446	\$591	\$498	\$539	\$473
% Not Afford.*	25.8%	17.9%	15.8%	9.8%	15.4%	4.6%	7.2%	9.2%
Gross Rent	\$845	\$1,029	\$808	\$646	\$757	\$718	\$632	\$897
% Not Afford.*	45.8%	46.4%	44.8%	36.1%	35.3%	44.0%	70.8%	43.1%

Note: "*" Not affordable: monthly housing costs are 30% or more of monthly household income

Table 9A and 9B: Maine Housing Homeownership and Rental Affordability Index for Bridgton and Peer Communities, 2018. (Source: Maine State Housing Authority).

Geography	MHA Index	Median Home Price	Median Renter Income	Income Needed to Afford Median Home Price	Home Price Affordable to Median Income	Households Unable to Afford Median Home	
						Percent	Number
Bridgton	0.97	\$189,900	\$55,349	\$56,988	\$184,440	51.2%	1,242
Raymond	1.11	\$259,950	\$83,490	\$75,360	\$287,995	43.9%	813
Bethel	0.82	\$228,000	\$55,366	\$67,321	\$187,512	65.0%	718
Paris	0.81	\$135,000	\$34,355	\$42,514	\$109,091	57.8%	1,281
Norway	0.95	\$137,500	\$40,727	\$42,708	\$131,121	52.3%	1,138
Cumberland County	0.77	\$303,000	\$70,437	\$91,909	\$232,211	63.3%	78,873
Maine	0.89	\$212,500	\$56,987	\$64,367	\$188,138	56.3%	319,595

Geography	MHA Index	Average 2-Bedroom Rent	Renter Household Median Income	Income Needed to Afford Average 2-BR Rent	2-BR Affordable to Median Income	Households Unable to Afford Median Home	
						Percent	Number
Bridgton	0.83	\$890	\$29,620	\$35,597	\$740	56.4%	339
Norway	0.75	\$912	\$27,206	\$36,472	\$680	64.3%	442
Cumberland County	0.88	\$1,096	\$38,559	\$43,829	\$964	55.1%	22,481
Maine	0.79	\$977	\$30,804	\$39,093	\$770	59.6%	96,448

Notes: The Homeownership Affordability Index is the ratio of Home Price Affordability at Median Income to Median Home Price. The Rental Affordability Index is the ratio of 2-Bedroom Rent Affordability at Median Renter Income to Average 2-Bedroom Rent. An index of less than 1 means the area is generally unaffordable. Table shows data only for peer communities in which it is available.

CERTIFICATE OF COMMITMENT OF SEWER USER RATES
COMMITMENT #250

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

Attached is a true list of the sewer rates established by us pursuant to 30-M.R.S. § 3406 for those properties, units and structures on **Route 3**, required by local and State Law to pay a sewer rate to the municipality, for the **period beginning 1 January 2021 and ending 31 March 2021**. This list is comprised of 3 pages which are attached to this certificate.

The date on which the rates included in this list are **due and payable is 28 May, 2021**. You are hereby required to collect from each person named in the attached list, his or her respective amount as indicated in the list; **the sum-total being \$2,896.55**. You are hereby required to charge interest at a rate of 6.0% per annum on any unpaid account balance. You are hereby authorized to collect these rates and any accrued interest by any means legally available to you under State Law.

Given under our hands this **27th day of April 2021**.

Liston E. Eastman

Glenn R. Zaidman

Carmen Lone

G. Frederick Packard

Paul Tworog

Billing Edit Report

Calculation Summary Report

<u>Water</u>		<u>Sewer</u>	
Override	0.00	Override	0.00
Flat	0.00	Flat	0.00
Units	0.00	Units	2,074.80
Consumption	0.00	Consumption	821.75
Miscellaneous	0.00	Miscellaneous	0.00
Adjustments	0.00	Adjustments	0.00
Tax	0.00	Tax	0.00
Total	0.00	Total	2,896.55

User Category Summary

Category	<u>Water</u> Count	Cons	Amount	Category	<u>Sewer</u> Count	Cons	Amount
				1 SEWER METER	14	23546	2,896.55

Billing Edit Report

Seq	Previous	Current	Cons	Water	Sewer	Total	Acct	Name	Location
Book # 3									
*1	51300	51800	500	0.00	116.25	116.25	339	HARTIGAN, LISA M 0024-0092B	1 KANSAS RD.
*2	997328	1924	4596	0.00	358.00	358.00	530	HEATHROW 0024-0102	295 MAIN ST.
*** WARNING *** - Current reading cannot be lower than previous reading unless meter has been replaced									
*3	52900	56600	3700	0.00	227.93	227.93	534	PARA, LLC 0024-0034	292 MAIN ST.
*4	507900	514200	6300	0.00	615.07	615.07	535	PARA, LLC 0024-0034	292 MAIN ST.
*5	32295	34415	2120	0.00	469.19	469.19	536	N.R.E. GROUP, LLC 0024-0046	320 MAIN ST.
*6	2530	3350	820	0.00	127.42	127.42	547	MORSE, ELIZABETH 0024-0014	4 MEADOW ST. F.
*7	23240	23240	0	0.00	98.80	98.80	714	NUMBERG, ANTHONY J 0024-0048	342 MAIN ST.
*8	89500	89500	0	0.00	98.80	98.80	568	MERRILL, ANGELA M 0024-0050	366 MAIN ST.
*9	76200	76800	600	0.00	119.74	119.74	778	MERRILL, ANGELA M 0024-0050	366 MAIN ST.
*10	0	0	0	0.00	98.80	98.80	572	MANN ENTERPRISE, INC. 0024-0068	1 GREEN ST.
NEW METER - NEW OWNER									
*12	109600	109900	300	0.00	109.27	109.27	717	KIMBALL, DAN 0024-0022	3 PINE ST.
*13	95800	96300	500	0.00	116.25	116.25	718	MCLAUGHLIN, MICHAEL 0024-0022	3 PINE ST.
*14	81195	84500	3305	0.00	214.14	214.14	570	TOWN OF BRIDGTON-T.A.-STU ART, KENNETH R. 0024-0096	377 MAIN ST.
*16	14895	15700	805	0.00	126.89	126.89	602	GRIGSBY, GREGORY B 0024-0094	411 MAIN ST.
Book 3 Total:				0.00	2,896.55	2,896.55			
Total:				0.00	2,896.55	2,896.55			

Consumption Report

----- Sewer -----										
Book	SEWER	RESRV	EDU	4	5	6	7	8	9	Total
3	23,546	0	0	0	0	0	0	0	0	23,546
Total:	23,546	0	0	0	0	0	0	0	0	23,546

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TOWN OF BRIDGTON, MAINE
AND
BRIDGTON COMMUNITY CENTER**

I. PARTIES. The parties to this Memorandum of Understanding (“MOU”) are the Town of Bridgton, Maine, a municipal corporation (hereinafter “the Town”) and the Bridgton Community Center, a Maine nonprofit corporation (hereinafter “the Center”).

II. PURPOSE. The purpose of this MOU is to define the relationship between the Town and the Center with respect to the operation of a multi-generational community center on land and buildings belonging to the Town at 15 Depot Street in Bridgton, Maine, (hereinafter “the Center Buildings”).

The purpose of the Center shall be to provide community services, programs, activities and resources for all ages and gender groups in the Town of Bridgton as determined by the Center Board of Directors consistent with the needs of a diverse community and the provisions found in Section VI.7. The Center shall annually provide the Board of Selectmen with a summary of activities when it submits the outside agency request, or as otherwise requested.

III. USE AGREEMENT. During the term of this MOU, the Town intends to permit the Center to use the Center Building including joint use of the garage and property, in accordance with the terms of the Agreement attached as Attachment A (hereinafter “Attachment A”), Section 5(b).

IV. FINANCIAL ARRANGEMENTS. The Parties contemplate that the Center will be funded primarily by private fundraising, gifts, grants and fees for the services, programs, activities and resources which the Center provides to the Bridgton community. In addition to revenue received from private fundraising and fees, the Parties contemplate that a portion of the costs of the Center will be funded by an annual appropriation by the Town for the Center. The purpose of the annual appropriation shall be to pay the Town’s costs relating to the operation of the Center under Attachment A, and to provide an additional operating subsidy from the Town to the Center. The amount of the Town’s annual appropriation for the Center for the following fiscal year shall be subject to approval by the Board of Selectmen on or before April 15 and subject to approval by the voters of the Town of Bridgton at the annual town meeting or at a special town meeting held prior to the start of that fiscal year. The annual appropriation to be made by the Town for the Center for each fiscal year shall be comprised of the following elements:

- 1) Operational expenses for the Center which are the responsibility of the Town under Attachment A;

- 2) Capital expenses for the Center which are the responsibility of the Town under Attachment A;
- 3) An annual operating subsidy to be paid by the Town to the Center; and
- 4) Any other capital expenses which are not the responsibility of the Town under Attachment A which the Center may request the Town to undertake.

The Parties contemplate that the annual appropriation by the Town for the Center during term of this MOU shall not exceed \$75,000 per year; however, these amounts may be adjusted or changed by mutual agreement.

The approval procedure for the Town's annual appropriation for the Center shall be as follows:

- 1) On or before February 1 of each year, the Center shall submit to the Town Manager of the Town its proposed budget for the ensuing fiscal year including a detailed breakdown of projected expenditures and revenues by source. The proposed budget shall include for comparison purposes adequate financial information concerning the operation and financial condition of the Center in the current and prior fiscal year. The Center's proposed budget shall include the amount of the annual operating subsidy requested from the Town by the Center, and all operating expenses related to the Center which are the responsibility of the Center under Attachment A.
- 2) Following submission of the Center's proposed annual budget and its request for an appropriation by the Town, the Town Manager and Board of Selectmen of the Town shall meet with the representatives of the Center as necessary and shall determine the amount of the appropriation for the Center to be included in an appropriation article for the Center to be submitted to Town meeting.
- 3) The Bridgton Town meeting shall vote on the article prepared by the Board of Selectmen concerning the amount of the Town's appropriation for the Center. The Center understands that at the discretion of the Board of Selectmen, the Selectmen's recommendation may be included in the body of the article so that the Town meeting may approve, decrease or disapprove the amount submitted to Town meeting by the Board of Selectmen, but may not increase it.
- 4) The Town's financial obligations to the Center under this MOU and Attachment A for each fiscal year shall be subject to appropriation of the necessary funds for that fiscal year by the Bridgton town meeting.
- 5) The amount of the subsidy appropriated for the Center by the Town meeting for each fiscal year shall be paid to the Center in twelve equal monthly installments payable on or before the fifteenth day of each month, beginning July 15 of that fiscal year.

V. DURING THE TERM OF THIS AGREEMENT, THE CENTER AGREES;

1. To operate the Center out of the Center Building, including the joint use of the garage and property on which the center is located;
2. To conduct the Center's activities and programs in other locations as appropriate to specific events;
3. To be governed by the Board of Trustees of the non-profit corporation established to operate the Center, in accordance with the bylaws of that corporation, the ordinances of the Town of Bridgton, and the laws of the State of Maine;
4. To plan for necessary capital projects at the Center Building, the implementation of which shall be subject to approval by the Board of Selectmen and, if necessary, the Bridgton town meeting. Such approval may be waived if the funds for any capital project are raised exclusively by the Center from sources other than the Town. Approval for such projects shall be subject to Attachment A, Section 6(c); and
5. To employ such staff and recruit such volunteer assistance, as the Center reasonably deems necessary for its successful operation.

VI. DURING THE TERM OF THIS AGREEMENT, THE CENTER FURTHER AGREES;

1. To set reasonable fees for activities which the Center provides;
2. To the extent possible to provide free or reduced fees for residents and taxpayers of the Town of Bridgton;
3. To provide meeting and activity space for not-for-profit organizations at no cost or for a nominal fee, if most of participants in the non-profit are residents or taxpayers of the Town of Bridgton;
4. To provide meeting and activity space for other organizations at a fee commensurate with prevailing commercial rates;
5. To the extent possible to provide activities and events for all ages and gender groups as needed by the community;
6. To provide appropriate insurance for its activities, including Directors and Officers Liability Insurance, in such amounts as may be required by Attachment A;
7. To provide such other services as may be negotiated from time to time with the Town; and
8. To recommend to the town any additional capital improvements to the Center property that may not be required by Attachment A, Section 6(c).

VII. DURING THE TERM OF THIS MOU THE TOWN AGREES;

1. To provide the Center with the use of the Center Buildings, including joint use of the garage and property and any Town owned equipment and furnishings currently in use at the Center;

2. To pay the Center a proportionate amount of the Town's subsidy on a monthly basis;
4. To pay the maintenance and repair costs of the Center Building and property in accordance with the terms of Attachment A, Section 4(b)(2) which may include but are not limited to the following:
 - a) Septic system maintenance;
 - b) Snow removal from parking areas and walkways;
 - c) Routine trash removal during normal working hours of the Public Works Department or as otherwise necessary; and
 - d) Maintenance to the surrounding grounds.
5. To assume the costs of necessary capital repairs to the Center Building except for damages caused by the fault or neglect of the Center or its employees, or invitees or due to its breach of the terms of this MOU or Attachment A, subject to available appropriations;
6. To provide other services and support as may be negotiated with the Center;
7. To provide general property and liability insurance to cover the land and buildings naming the Center as additionally insured in accordance with the terms of Attachment A, Section 4 (b) (1);
8. To provide for the abatement and/or removal of hazardous materials on or within the Center Building, garage and property that are known to exist or, in the event any other hazardous materials are subsequently found;
9. In the event of termination of this agreement, goods and equipment acquired by the Center through third-party funding sources and residual monies in the Center's account from third-party sources shall remain with the Center; and
10. To authorize the Bridgton Community Center Board of Directors to make renovations to the interior of the leased buildings for purposes that support the ongoing mission and goals of the Community Center. All such renovations shall be detailed and presented to the Board of Selectmen for informational purposes and final approval after which any building permits needed shall be obtained from the Town. The Code Enforcement Officer shall continue to monitor the renovations to assure the necessary compliance with state and federal laws. No renovations shall be permitted which violate the original agreement between the Town and the Department of Defense (2006).

VIII. DISPUTES;

This MOU shall be in effect for a term of three (3) years commencing on date of its execution, and terminating on June 30, 2021 unless earlier revised or revoked or until a new agreement is negotiated or renewed by the parties hereto. Either party may terminate this MOU and Attachment A at any time during the term of the Agreement for just cause providing that the Party in default has been provided written notice of such default and a period of 90 days to correct such breach. In addition, this MOU and Attachment A may be terminated by either party on 90 days written notice to the other party if the Board of Selectmen and the Center are not able to agree on the amount to be included in the annual appropriations article for the Center to be

submitted to the Town meeting; or if the Town meeting fails to approve the amount of the appropriation for the Center included in the appropriations article by the Board of Selectmen; or in the event the Center becomes self-sufficient. Notwithstanding any other provision contained herein, or Attachment A, this MOU shall automatically terminate upon the termination of Attachment A in accordance with its terms.

Signed and agreed to on this 1st day of July, 2018.

For the Town of Bridgton:

BY: _____

Print Name: Robert A. Peabody, Jr.

Title: Town Manager

For the Bridgton Community Center:

BY: _____

Print Name: _____

Title: _____

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TOWN OF BRIDGTON, MAINE
AND
THE BRIDGTON COMMUNITY CENTER
ATTACHMENT A**

SECTION 1 PREAMBLE

(a) The Town of Bridgton ("The Town") hereby agrees to allow the Bridgton Community Center ("The Center") to use the land and buildings at 15 Depot Street in Bridgton, Maine, formerly known as the Bridgton Memorial U.S. Army Reserve Center, also known as the Bridgton Armory (the "Premises") in accordance with the terms of this Attachment A dated as of this 1st day of July, 2018. The Premises shall be used by the Center for providing a community center in accordance with the terms of the MOU.

(b) Non-profit status The Center warrants that it is a nonprofit corporation under the laws of Maine and a 501(c)(3) corporation under the Internal Revenue Code and Regulations and will remain so during the terms of this Attachment A.

(c) Insurance. The Center agrees to carry and maintain at its own expense general liability insurance covering all the Center's personnel providing services regarding this Agreement and the MOU in an amount that is not less than one million dollars (\$1,000,000), which insurance shall name the Town of Bridgton as an additional insured. The Center also agrees to maintain adequate insurance on all the furniture, fixtures, contents and equipment on the Premises which insurance shall name the Town of Bridgton as an additional insured. The Center also agrees to maintain worker's compensation insurance for all its employees who work on the Premises. Annually, the Center shall file Certificates of Insurance with the Town Clerk.

(d) Term. This Agreement initially grants a license from the Town to the Center which may be revoked by the Town in accordance with Section VII of the basic MOU. It shall commence on the date of execution and conclude on June 30, 2021 unless otherwise modified by the Parties hereto.

SECTION 2. CONSIDERATION

(a) The mutual covenants and promises contained herein constitute the consideration for this Agreement the receipt of which is hereby acknowledged by the Parties.

SECTION 3. USE OF THE PREMISES

(a) The Center shall have the right to the use and have access to the Premises, including the right of ingress and egress and the right to utilize common areas incident to using the Premises.

(b) The Center shall have the right to use the Center building. Use of the garage sited on the property will be joint with the Town until its entire use is needed by the Town. When, and if, that need arises, the Town will provide the Community Center a minimum of 60 days written notice. The Town Manager or his/her designee agree to meet with the Community Center Executive Director to best determine the joint utilization of the interior space.

SECTION 4. RESPONSIBILITIES.

- (a) **Operating Expenses.** The Center shall be responsible for all ordinary repair and maintenance expenses at the Premises, under \$300.00 per expense item, and for the cost of telephone, internet and other communication installations and charges for its own use.
- (b) The Town shall provide the following:
 - (1) Fire and hazard insurance on the buildings located on the Premises.
 - (2) Ordinary repair and maintenance expenses more than \$300 per expense item
 - (3) Maintenance and repair of the structural elements of the Premises, subject to the approval of the Town Manager, including the roof, exterior walls and windows, and repairs and replacements of a capital nature to the Premises, provided that any such maintenance, repairs or replacements made necessary by the fault or neglect of the Center or the employees or invitees of the Center shall be at the expense of the Center and the Center shall pay all costs thereof. Notwithstanding emergency conditions, maintenance and repair of structural elements may be subject to the availability of funding.
 - (4) The Town shall be responsible for lawn maintenance, snow removal and routine trash removal during the normal working hours of the Public Works Department or as otherwise needed. Routine trash removal does not include construction debris, furniture, electronic equipment or fixtures.

SECTION 5. RIGHTS RESERVED TO THE TOWN.

The Town reserves the following rights:

- (a) To retain and use keys to all doors within and into the Premises and to change the locks to the Premises if the Town deems it advisable following reasonable advance notice to the Center. No lock shall be changed by the Center without prior written consent of the Town.
- (b) The right to use and have access to the Premises in any manner that does not unreasonably interfere with the Center's use of the Premises. Such rights of use and access to include without limitation the right of ingress and egress to the Premises and the right to utilize bathrooms and other communal areas incident to using the Premises.
- (c) All rights accompanying its Leasehold or subsequent ownership interests in the Premises, including possession of the Premises, except for the Center's rights of use as described herein.
- (d) Provided that the Center observes its agreements, warranties and covenants contained in this Agreement, the Town warrants and covenants that the Center shall have quiet enjoyment of the Premises during the term of this Agreement consistent with the provisions herein contained, unless such use by the Center is deemed by the United States to be in violation of any covenants of the deed conveying the premises to the Town.

SECTION 6. THE CENTER'S COVENANTS.

The Center covenants as follows:

- (a) To keep said Premises in its original condition, reasonable use and wear excepted;
- (b) Not to injure or deface said Premises; not to permit on said Premises any materials deemed environmentally hazardous, nuisance, objectionable noise or odor; not to permit the use of said Premises for any purpose other than set forth herein or use thereof which is improper, offensive, contrary to law or ordinance, or liable to invalidate or increase the premiums for any insurance on the Premises or its contents or liable to render necessary any alterations or additions to the Premises;
- (c) Not to make any alterations or additions to the Premises unless approved in writing by the Town. The Town shall not unreasonably withhold permission to make alterations or modifications, but retains the final approval authority.
- (d) To insure the Center against loss of the contents due to fire and standard rental insurance coverage risks.
- (e) Not to cause any lien of any nature attributable to the Center to be placed against the Premises or any portion thereof.
- (f) In case the Town shall, without any fault on its part, be made a party to any litigation commenced by or against the Center or by or against any parties using or in possession of the Premises or any part thereof claiming under the Center, to pay, all costs including, without implied limitation, reasonable counsel fees incurred by or imposed upon the Town in connection with such litigation, except to the extent caused by the negligent act or omission of the Town or the Town's breach of this agreement. The Town shall provide notice to the Center that the Town is being made a party to such litigation and shall cooperate with the Center in the prosecution or defense of such litigation.
- (g) To provide daily cleaning and custodial services for the Premises.

SECTION 7. FIRE INSURANCE - SUBROGATION.

- (a) The Town shall keep the buildings insured against loss or damage by fire or other cause as they deem appropriate.
- (b) The Town and the Center hereby release each other and their officers, respective directors, shareholders, agents and employees from any and all liability or responsibility (to the other or anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage to property caused by fire or other casualty, even if such fire or other casualty shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible.

SECTION 8. DEFAULT BY CENTER.

The Town and the Center agree that: (a) in the event of the Center's default in the performance of this Agreement and in case any such default continues for a period of sixty (60) days after the Center receipt of the Town's notice of default, or (b) in case the Center's rights hereunder shall be taken or pass from the Center by operation or the process of law, or (c) in case the Center shall be adjudged bankrupt or insolvent or in which case any assignment shall be made of the Center's property for the benefit of creditors, then and in any of said cases, the Town lawfully may immediately or at any time thereafter enter upon the

Premises and repossess the same and evict the Center without being deemed guilty of any manner of trespass and without prejudice to any of the Town's other rights or remedies. Upon such entry, all rights of the Center under this Agreement shall terminate.

SECTION 9. TOWN SELF-HELP.

If the Center shall at any time default in the performance of any of the obligations of the Center under this Attachment A, the Town upon sixty (60) days prior written notice, shall have the right, but shall not be obligated, to enter upon the Premises and to perform such obligation(s) of the Center, including the payment of money and the performance of any other act. All sums so paid or liabilities so incurred by the Town, and all necessary incidental costs and expenses in connection therewith, shall be paid to the Town immediately upon demand. The Town's rights and remedies under the terms of this Attachment A are cumulative and are not intended to be exclusive of any other rights or remedies to which the Town may be entitled in case of any breach of this Attachment A by the Center.

SECTION 10. TOWN DEFAULT.

The Town shall in no event be in default in the performance of any of the Town's obligations hereunder unless and until the Town shall have failed to perform such obligations within sixty (60) days, after the receipt of written notice by the Center to the Town properly specifying wherein the Town has failed to perform any such obligation or within such additional time as is reasonably required to correct any such default.

SECTION 11. NOTICES.

All notices and other communications under this Agreement shall be deemed to be duly given if in writing and mailed by registered or certified mail, postage prepaid, or delivered by hand: (i) if to Town of Bridgton, Three Chase Street, Suite 1, Bridgton, ME 04009-1264, Attn: Town Manager and (ii) if to The Center, to Bridgton Community Center, 15 Depot Street, Bridgton, Maine 04009, Attn: Executive Director.

SECTION 12. ASSIGNMENT.

Neither party shall: (1) assign, convey, pledge, encumber or otherwise transfer (whether voluntarily or otherwise) this agreement or any interest under it; (2) allow any transfer thereof or any lien upon the Center's rights hereunder by operation of law; (3) permit the use of the Premises or any part thereof by anyone other than The Center, except as otherwise provided in this agreement or the MOU; or; (4) use the Premises for any purpose other than specified in this agreement.

SECTION 13. SUCCESSORS AND ASSIGNS.

The obligations of this agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

SECTION 14. APPROVAL OF AGREEMENT.

Notwithstanding any other provision contained herein, this Attachment A initially grants a license from the Town to the Center which may be revoked by the Town for cause or without cause with six months' written notice.

SECTION 15. MISCELLANEOUS.

- (a) If any provision of this Attachment A or its application to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Attachment A or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each provision of this Attachment A shall be valid and enforceable to the fullest extent permitted by law.
- (b) The MOU and Attachment A constitute the entire agreement between the parties, supersede all prior negotiations and understanding among them and shall not be altered or amended except by written agreement by the Town and the Center.
- (c) This Attachment A and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Maine. All pleadings or claims hereunder shall be filed in the courts or appropriate agencies located within the State of Maine.
- (d) The Index and Headings herein contained are for convenience only, and shall not be considered part of this Agreement.
- (e) Wherever under the provisions of this Attachment A the consent, approval or judgment of the Town or the Center is required, the Town and the Center hereby agree that each such consent, approval or judgment shall not be unreasonably withheld, delayed or conditioned.

IN WITNESS WHEREOF, the parties have executed this instrument hereto on the date first above written.

TOWN OF BRIDGTON:

BRIDGTON COMMUNITY CENTER:

BY: _____

BY: _____

Print Name: Robert A. Peabody, Jr.

Print Name: _____

Title: Town Manager

Title: _____