

BRIDGTON BOARD OF SELECTMEN'S MEETING AGENDA

DATE: Tuesday, May 25, 2021

TIME: 3:30 P.M.

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

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

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1. Call to Order
2. Pledge of Allegiance
3. 3:30 P.M. – 4:00 P.M. Executive Session per MRS Title 1, Section 405.6.E. Consultation with Town Attorney
4. Approval of Minutes
 - a. April 27, 2021
 - b. May 11, 2021
5. Public Comments on Non-Agenda Items (*Each speaker **may** be limited to 3 minutes.*)
6. Committee/Liaison Reports
7. Correspondence, Presentations and Other Pertinent Information
 - a. Request from BHOP to Temporarily Block Parking Lot Entrance for Outside Seating
 - b. Update on Consolidation Review by Planning Board
8. New Business
 - a. Awards and Other Administrative Recommendations
 1. Discussion of Bridgton Court Lease
 - b. Permits/Documents Requiring Board Approval
 1. Certificate of Commitment of Sewer User Rates Commitment #251
 2. Victualer's Licenses
 - a. Ruby Food (160 Main Street)
 - b. Maine Lobster Express (7 Main Street)
 - c. Selectmen's Concerns
 - d. Town Manager's Report/Deputy Town Manager's Report
9. Old Business (*Board of Selectmen Discussion Only*)
 - a. Wastewater Status Update
 - b. Streetscape: Upper and Lower Main Street Status Update
 - c. Ping Pong Tables and Program

10. Treasurer's Warrants
11. Public Comments on Non-Agenda Items (Each speaker **may** be limited to 3 minutes.)
12. Dates for the Next Board of Selectmen's Meetings
June 8, 2021
June 22, 2021
13. 6:00 P.M. Public Hearing

The Municipal Officers of the Town of Bridgton will hold a Public Hearing at 6:00 P.M. on May 25, 2021 in Bridgton to hear public comment on the following questions that will be presented to the voters via referendum ballot on June 8, 2021:

Question 1. Shall an ordinance entitled, "Amendments to the Disorderly House Ordinance," be enacted?
(Note: Copies of the text of the ordinance are available from the Town Clerk.)

Question 2. Shall an ordinance entitled, "Amendments to the Nudity Ordinance," be enacted?
(Note: Copies of the text of the ordinance are available from the Town Clerk.)

Question 3. Shall an ordinance entitled, "Amendments to the Town of Bridgton Land Use Ordinance to Modify Certain Dimensional Requirements," be enacted?
(Note: Copies of the text of the ordinance are available from the Town Clerk.)

Question 4. Shall an ordinance entitled, "Amendments to the Town of Bridgton Land Use Ordinance to Allow Uses Similar to Other Allowed Uses," be enacted?
(Note: Copies of the text of the ordinance are available from the Town Clerk.)

Question 5. Shall an ordinance entitled, "Amendments to the Town of Bridgton Land Use Ordinance to Modify Landscaping Requirements in the IC, OC, and MUC Districts," be enacted?
(Note: Copies of the text of the ordinance are available from the Town Clerk.)

Question 6. Shall the Town vote to appropriate the sum of \$3,719,129.00 from Anticipated Revenues, the Unassigned Fund Balance, Bridgton Trust Fund and Moose Pond Trust Fund to reduce property taxes for the 2021/2022 fiscal year?
Board of Selectmen Recommend a YES vote.

Question 7. Shall the Town vote to raise and appropriate the sum of \$3,347,017.00 for the cost of General Government to include Contingency and Long-Term Debt?
Board of Selectmen Recommend a YES vote.

Question 8. Shall the Town vote to raise and appropriate the sum of \$1,713,569.00 for the cost of Public Safety?
Board of Selectmen Recommend a YES vote.

Question 9. Shall the Town vote to raise and appropriate the sum of \$2,671,405.00 for Public Works and Capital Expenditures/Other Services?
Board of Selectmen Recommend a YES vote.

Question 10. Shall the Town vote to raise and appropriate the sum of \$16,500.00 for the cost of annual stipends for the Board of Selectmen and Planning Board?
Board of Selectmen Recommend a YES vote.

Question 11. Shall the Town vote to raise and appropriate the sum of \$62,550.00 for Outside Agencies?
Board of Selectmen Recommend a YES vote.

Question 12. Shall the Town vote to raise and appropriate the sum of \$193,937.00 for Outside Services?
Board of Selectmen Recommend a YES vote.

Question 13. Shall the Town vote to raise and appropriate the sum of \$893,406.00 for County Fees and Taxes?
Board of Selectmen Recommend a YES vote.

Question 14. Shall the Town vote to appropriate the sum of \$198,767.00 from the Community Development Block Grant for community development projects approved by the Board of Selectmen?

Board of Selectmen Recommend a YES vote.

Question 15. Shall the Town vote to appropriate, and authorize the Board of Selectmen to expend, up to \$259,096.00 from the Route 302 Tax Increment Development Program for the purposes of that program?

Board of Selectmen Recommend a YES vote.

Question 16. Shall the Town vote to fix the date when property taxes become due and payable with the first quarter payment being due and payable on August 15, 2021; second payment being due and payable on November 15, 2021; third payment being due and payable on February 15, 2022; fourth payment being due and payable on May 15, 2022 and that an interest rate of 6% per annum be charged on all unpaid taxes after these dates until those taxes are paid in full (36 MRS § 505.4)?

Question 17. Shall the Town vote to set an interest rate of 2% as the rate to be paid to taxpayers who pay amounts in excess of amounts finally assessed and authorize any such interest paid or abatements granted to be charged against the annual overlay (36 MRS § 506)?

Question 18. Shall the Town vote to fix the rate of interest on delinquent wastewater charges at 6% interest per annum?

Question 19. Shall the Town vote to authorize the Tax Collector to accept pre-payment of taxes not yet due or assessed (36 MRS § 506)?

Question 20. Shall the Town vote to authorize the Board of Selectmen to enter into boundary line agreements with abutting property owners to establish the boundary line of any property of the Town, including the boundary lines of the rights-of-way of roads?

Question 21. Shall the Town vote to authorize the Board of Selectmen to waive the foreclosure of a tax lien mortgage pursuant to 36 MRS § 944 upon a finding by the Board of Selectmen that ownership of the property subject to the lien would be contrary to the Town's best interest?

Question 22. Shall the Town vote to authorize the Board of Selectmen, on behalf of the Town, to sell and dispose of any real estate acquired by the Town for non-payment of taxes thereon, on such terms as they deem advisable, and to execute quitclaim deeds for the property; with property to be disposed of by written policy and on terms the Board of Selectmen deem advisable, except that the Municipal Officers shall use the special sale process required by 36 MRS § 943-C for qualifying homestead property if they choose to sell it to anyone other than the former owner(s)?

Question 23. Shall the Town vote to authorize the Board of Selectmen, on behalf of the Town, to sell and dispose of any real estate acquired by the Town for non-payment of wastewater assessments thereon, on such terms as they deem advisable, and to execute quitclaim deeds for the property; property to be disposed of by written policy and on terms the Board of Selectmen deem advisable?

Question 24. Shall the Town vote to authorize the Board of Selectmen to sell Town-owned land that the Board of Selectmen has determined to be surplus, other than land acquired for non-payment of taxes or wastewater assessments, and to conduct the sale of such land by sealed bid, public auction or through an agent or multiple listing, whichever the Board of Selectmen deems to be in the best interest of the Town; and to deliver a quitclaim deed to the successful purchaser; provided that at least 30 days prior to selling, or obligating the Town to sell, such surplus land, the Town shall mail written notice to the abutters at their addresses on file with the Town, give notice on the Town's website, post at least one notice on a social media platform used by the Town, and publish at least one notice in a newspaper of general circulation in the Town? The net proceeds of any sale shall be deposited into the Town's general fund.

Question 25. Shall the Town vote to authorize the transfer of all unexpended balances to fund balance, excepting those carried forward funds, and to authorize any overdrafts that may occur in the Town operations in the 2021/2022 fiscal year to be taken from fund balance?

Question 26. Shall the Town vote to authorize the Board of Selectmen to sell or dispose of equipment that is no longer of any use, or is unusable?

Question 27. Shall the Town vote to authorize the Board of Selectmen and Treasurer, on behalf of the Town, to accept gifts, real estate, and funds, including trust funds, that may be given or left to the Town?

Question 28. Shall the Town vote to authorize the Board of Selectmen to apply for and accept grants on behalf of the Town, and to expend the proceeds thereof for the purposes for which they are received, provided that the terms of the grants do not require the Town to expend other funds which have not been appropriated by the Town?

Question 29. Shall the Town vote to participate in the Cumberland County Housing and Community Development Programs of the Federal Department of Housing and Urban Development, including but not limited to the Community Development Block Grant Program (CDBG) and the HOME Program; to designate its population to be included in the calculation of Cumberland County's funds by the U.S. Department of Housing and Urban Development and to authorize the Board of Selectmen to execute an agreement with Cumberland County to formalize the same?

14. Adjourn

Future Agenda Items:

1. Workshop for Review of Committees

**Town Manager's Notes
Board of Selectmen's Meeting
May 25, 2021**

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

Motion: Move to go into Executive Session pursuant to MRS 1 §405.6. E. for consultation with Town Attorney.

Motion: Move to come out of Executive Session.

4. **Approval of Minutes**

- a. April 27, 2021
- b. May 11, 2021

Suggested motion: Move to approve the April 27th and May 11th Meeting Minutes.

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

- a. Spyro Hronarakis of the Bridgton House of Pizza is requesting use of the entrance to the municipal parking for outside seating. It would be the same area he used last year. In your binder, please find his letter requesting the space for his business.

Suggested motion: Move to approve the use of the entrance to the municipal parking lot located between the Bridgton House of Pizza and the Town Park for outdoor seating. Said permission to begin _____ and expire _____.

- b. The Planning Board Chair will be updating the Board on the Ordinance Consolidation review.

8. **New Business**

- a. Awards and Other Administrative Recommendations
 1. In your binder, please see the current Court lease and the lease being proposed by the Court. As you will note, the proposed is more comprehensive, particularly the cleaning requirements found in Exhibit F.
- b. Permits/Documents Requiring Board Approval
 1. Pursuant to 30-A M.R.S. § 3406 (copy of statute in your packet), please refer to Certificate of Commitment of Sewer User Rates: #251 in your packet.
Suggested motion: Move to commit the February 1, 2021 to April 30, 2021 Sewer User Rate Commitment #251 comprising 2 pages totaling \$8,462.52 to the Treasurer for collection.

2. Victualer's Licenses

- i. The following businesses are applying for Victualer Licenses: Ruby Food and Maine Lobster Express.

Suggested Motion: Move to approve Victualer's Licenses for Ruby Food and Maine Lobster Express.

9. **Old Business**

- a. Wastewater Update: Letter, Hook-ups
- b. Upper and Lower Main Street Status Update
- c. Continued discussion of the status of the privately owned ping pong tables at the Town Hall.

13. **Public Hearings (6:00PM)**

(Note: 1) Open Public Hearing; 2) close Public Hearing)

1. Public comments on the Town Meeting Warrant.

Board Members Present: 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; Deputy Town Manager Georgiann Fleck; Town Clerk Laurie Chadbourne; Code Enforcement Officer Brenda Day; Recreation Director Gary Colello

Administration Virtual: 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. Approval of Minutes

a. April 13, 2021

Motion was made by Selectman Tworog for approval the amended minutes as follows, "page 3 **Selectman Tworog** raised a citizen concern of no public restrooms in Bridgton. Discussion ensued;" second from Selectman Packard. 5 approve/0 oppose

4. Public Comments on Non-Agenda Items

Robert J. McHatton, Sr. reported that unless the Governor makes any changes, the 4th of July parade is going to happen; questions should be directed to the Bridgton Lions Club.

5. Committee/Liaison Reports

On behalf of the Community Development Committee, Robert J. McHatton, Sr. reported that a subcommittee for arts and culture is forming; once organized, they will eventually become a 501 c 3 organization.

6. Correspondence, Presentations and Other Pertinent Information

There were no correspondence or other pertinent information.

7. New Business

a. Awards and Other Administrative Recommendations

1. Stop Sign on Kansas Road

Motion was made by Selectman Tworog to reconsider the December 22, 2020 vote on the Main Street stop sign; second from Selectman Lone. 5 approve/0 oppose **Motion** was made by Selectman Tworog to approve the installation of the stop sign on Main Street and Kansas Road intersection; second from Selectman Packard. 5 approve/0 oppose

2. Ping Pong Tables and Program

Motion was made by Selectman Tworog to accept the donation of ping pong tables at the Town Hall for use at the Town Hall for the purpose of playing ping pong; second from Chairman Eastman. Lengthy discussion ensued. Mr. Pries withdrew his offer to donate the tables as he does not believe they will be properly taken care of.

3. 17 Elm Street Violations

Code Enforcement Officer Brenda Day provided a memo documenting the violation of a temporary permit issued to the owner of 17 Elm Street. Outlined in the memo are attempts to resolve the matter which proved unsuccessful. **Motion** was made by Selectman Lone to levy a \$2,500 fine against Mr. Richard Danis, 17 Elm Street, for non-compliance; second from Selectman Tworog. **Motion** was made by Selectman Tworog to amend the motion to levy a fine of \$2,500 as of May 15, 2021 and to add a \$5,000 fine every two weeks; second from Chairman Eastman. 5 approve/0 oppose (on amendment) 5 approve/0 oppose (on amended motion)

b. Permits/Documents Requiring Board Approval

1. Approve Annual Report for 15 Harrison Road Affordable Housing TIF

Motion was made by Selectman Tworog to approve the Annual Report for Tax Year April 1, 2020 to March 31, 2021: Affordable Housing Increment District; second from Selectman Packard. 5 approve/0 oppose

2. Certificate of Commitment of Sewer User Rates Commitment #250

Motion was made by Vice-Chairman Zaidman to commit the January 1, 2021 to March 31, 2021 Sewer User Rate Commitment #250 comprising 3 pages totaling \$2,896.55; second from Selectman Packard. 5 approve/0 oppose

3. Community Center Lease and Agreement

Motion was made by Selectman Packard to direct the Town Manager to sign the 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; second from Selectman Tworog. 4 approve/0 oppose/1 recusal (Selectman Lone recused herself due to a potential conflict of interest)

4. Consideration of Net Energy Billing Offers

Community Development Director Linda LaCroix provided competitive net billing energy programs to the Board for consideration. The Board had legal questions and opted to table this item to May 11, 2021.

c. Selectmen's Concerns

Selectman Packard had no concerns.

Selectman Tworog suggested speed bumps on Depot Street to alleviate some safety concerns. Discussion ensued.

Selectman Tworog requested that a policy be established to address our video surveillance around town. He also requested a list of where surveillance cameras are in Bridgton. Discussed ensued. Town Manager Peabody will gather additional information.

Selectman Tworog asked when the financial report will be available to which Town Manager Peabody responded that the auditors have assured him that they are in transit.

Vice-Chairman Zaidman requested that the Town Manager ask the Recycling Committee for a report on pay per bag.

Vice-Chairman Zaidman had concerns regarding the spray paint on the crosswalks.

Selectman Lone asked if the red stakes in Shorey Park are for the wastewater which Town Manager Peabody confirmed.

Selectman Lone had questions about solar farms and if there are any restrictions.

Chairman Eastman thanked the Public Works and Police Department for putting up the new signs donated by Mr. Cossey and requested that the Board receive a copy of the data created.

Chairman Eastman reiterated the difficulty that Bridgton Highland Country Club is experiencing in trying to get all their stockholders to sign off on background check prior to submitting re-application for a Victualer's License.

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

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

TOWN OF BRIDGTON DEPUTY TOWN MANAGER'S REPORT / April 27, 2021

General: Public Works Foreman, Kenneth Lane, submitted his resignation effective May 5th. Kenn has worked for the Town of Bridgton for 36 years. Fire Chief, Tom Harriman, submitted his resignation effective May 31st. Tom has worked for the town for 34-years as a Police Officer, interim Fire chief, and Fire Chief. Ashley Bedard, Public Safety Administrative Assistant, submitted her resignation effective May 7th. Ashley began her employment in 2016. During her tenure she was an active member of the Wellness Committee and coordinated successful events such as Youth Safety Day with the goal of outfitting youths with bike safety gear and bike safety instructions AND National Night Out which is a national campaign to bring positive interaction between citizens and law enforcement and their partners.

We would like to welcome Michelle Thibodeau, Deputy Town Clerk, who began her employment on April 12th and Leslie Hayes, Recreation Programmer who began her employment on April 15th.

The Town of Bridgton currently has openings for a full-time Police Officer, a full-time Fire Chief, a full-time Public Safety Administrative Assistant, a full-time position shared between parks/cemetery and transfer station departments, and a full-time position in the Town's parks/cemeteries division. For information on these positions please refer to our website at www.bridgtonmaine.org.

Transfer Station: The Transfer Station store is open! Masks are required and there is a limitation of 10 people at any one time allowed in the store to shop. The Transfer Station is open Tuesday, Thursday, Saturday and Sunday 7:00a.m. to 5:00p.m. Stickers and masks are required to use the Transfer Station. Stickers are available at the facility or the Town Office at a cost of \$10.00 and they last for 2 years.

Health Officer: Health Officer, Catherine Pinkham continues to monitor availability of the COVID vaccinations and locations so she can let the public know. Catherine continues to participate in the bi-monthly conference calls with Maine Health and the CDC briefing to keep up on the ever-changing COVID 19 virus and vaccinations. Governor Mills announced today that Maine is updating its public health guidance to remove the requirement that people wear face coverings in outdoor settings. Face coverings are still a requirement for indoor public setting and there are no changes to Maine's physical distancing requirements at this time. Governor Mills encourages Maine people to get vaccinated and to get outside to safely enjoy all that Maine has to offer. Please refer to the Town of Bridgton website, Health Officer page, for updates.

Employees of Main Eco Homes initiated a clean-up on Earth Day filling approximately 30 - 40-gallon contractor bags with various types of trash collected within a 2.5-mile stretch. Their goal is to continue this trend connecting with other local businesses to have them join efforts with their staff and initiate community clean up events as well as create awareness to prevent people from littering, or at least, have them think about how much it accumulates. It was stated that "a simple act of cleaning up a community makes a very big statement." Thank you to all that participated in this clean-up effort.

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

Respectfully submitted,

Georgiann M. Fleck, Deputy Town Manager

Town Manager Peabody reported that two conditional offers have been made for the parks positions and he intends to appoint an interim foreman by the end of the week and will also move forward with advertising.

8. Old Business

a. Wastewater Status Update

Town Manager Peabody provided a brief update on the wastewater status.

b. Streetscape: Upper and Lower Main Street Status Update

Town Manager Peabody had no status updates to report.

c. Wastewater Hookup: Low Income Policy Status Update

Town Manager Peabody had no status updates to report.

9. Treasurer's Warrants

Motion was made by Vice-Chairman Zaidman for approval of Treasurer's Warrants numbered 134 through 139; second from Selectman Tworog. 5 approve/0 oppose

10. Public Comments on Non-Agenda Items

There were no public comments on non-agenda items.

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

May 11, 2021 and May 25, 2021

12. Adjourn

Chairman Eastman adjourned the meeting at 8:23 P.M.

Respectfully submitted,

Laurie L. Chadbourne
Town Clerk

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

Administration Present: Deputy Town Manager Georgiann Fleck; Town Clerk Laurie Chadbourne

Administration Virtual: Community Development Director Linda LaCroix

Administration Absent: Town Manager Robert Peabody

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.-4:30 P.M. Executive Session per MRS Title 1, Section 405.6.E. for Consultation with Town Attorney

Motion was made by Vice-Chairman Zaidman to enter executive session at 4:02 P.M. per MRS Title 1, Section 405.6.E. for consultation with the town attorney; second from Selectman Packard. 5 approve/0 oppose

Motion was made by Vice-Chairman Zaidman to exit executive session at 4:48 P.M.; second from Selectman Packard. 5 approve/0 oppose

4:30 P.M.-5:00 P.M. Break in Board of Selectmen's Meeting

4. 5:00 P.M. Approval of Minutes (not available)

5. Public Comments on Non-Agenda Items

Jim Mains, Manager at Bridgton Highlands Country Club, expressed his concerns with the Victualer's License requirements and the process of back grounds checks. He reported that as a group, the organization did not accept the release section of the form and redacted that section due to the possibility of it becoming public information. He requested that the Board grant a temporary license until the application process is amended or that the Board issue the license under their authority granted in the ordinance. **Motion** as made by Vice-Chairman Zaidman for approval of the Victualer's License to Bridgton Highlands Country Club; second from Selectman Packard. 5 approve/0 oppose

6. Committee/Liaison Reports

a. Arts and Culture Subcommittee to the Community Development Advisory Committee

Robert J. McHatton Sr. introduced Gregory Bullard as a member of the Arts and Culture Subcommittee to the Community Development Advisory Committee. Mr. Bullard reviewed the mission statement, goals, core values and structure/meeting schedule.

Robert J. McHatton, Sr. reported that he believes the Planning Board is moving forward with preparing amendments to the Sign Ordinance to address murals.

7. Correspondence, Presentations and Other Pertinent Information

a. Fourth of July Parade

Motion was made by Vice-Chairman Zaidman to allow the Lions Club to move forward with the parade following CDC guidelines as closely as possible; second from Selectman Lone. 5 approve/0 oppose

Chairman Eastman brought agenda item 10 forward.

10. New Business

a. Awards and Other Administrative Recommendations

1. Vote to Accept the Farragut Park Property from the Farragut Memorial Association

Motion was made by Selectman Lone to move the vote entitled "Vote to Accept the Farragut Park Property from the Farragut Memorial Association," be adopted in form presented to this meeting and that an attested copy of this Vote be filed with the minutes of this meeting; second from Vice-Chairman Zaidman. 5 approve/0 oppose

b. Permits/Documents Requiring Board Approval

1. Consideration of Net Energy Billing Offers

Motion was made by Selectman Lone to vote to authorize the Town Manager to enter a contract with Ameresco on behalf of the Town of Bridgton to purchase net energy billing credits for up to 85% of the Town's historical electricity costs, at the company's best and final percentage discount offer of 25%, subject to a 10-year early termination clause; second from Selectman Tworog. 4 approve/0 oppose/1 abstain (Vice-Chairman Zaidman abstained)

2. Repeal and Replacement of Victualers and Marijuana Establishment Licensing

Motion was made by Vice-Chairman Zaidman to seek voter consideration to repeal and replace the Victualers and Marijuana Establishment Licensing in November; second from Selectman Packard. 5 approve/0 oppose

3. Victualer's License

- a. Ala Mexicana II (243 Portland Road)
- b. Noble House (81 Highland Road)
- c. Tarry-A-While Resort, LLC (17 Tarry-A-While Road)
- d. Nora Belle's (32 Cottage Street)
- e. Mack's Place (224 Portland Road)
- f. Lakeside Nutrition (148 Main Street)

Motion was made by Selectman Packard for approval of the Victualer's Licenses to Ala Mexicana II, Noble House, Tarry-A-While Resort, LLC., Nora Belle's, Mack's Place and Lakeside Nutrition; second from Selectman Tworog. 5 approve/0 oppose

c. Selectmen's Concerns

- **Selectman Packard** suggested that the streetlights on Lower Main Street be dimmed.
- **Selectman Tworog** suggested that the Planning Board or Community Development Director conduct some research related to noise and setbacks on solar farms.
- **Vice-Chairman Zaidman** requested that the Town Manager contact the contractor to request repair to the sidewalks be done before Memorial Day.
- **Chairman Eastman** suggested that the Board conduct a workshop with members of the Planning Board, developers and interested parties regarding ordinance amendments to avoid major issues in the future.
- **Chairman Eastman** thanked members of the Board, town staff and the taxpayers for their help over the last three years. He has appreciated all the input and it has been a good experience.
- **Chairman Eastman** reported that the Board will conduct a public hearing on the secret ballot at their next meeting on May 25th. Selectman Tworog encouraged review of the Town Manager's Gazette.

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

Deputy Town Manager Fleck read the following into the record:

TOWN OF BRIDGTON DEPUTY TOWN MANAGER'S REPORT - May 11, 2021

General

We would like to welcome Sean Day, Assistant Town Clerk, who began his employment on Monday, May 3rd; Jacob Decker, Highway/Parks/Cemetery, who began on Thursday, April 29; Todd Thomas, Parks/Cemetery, who began on Thursday, April 29; Erica Bridge, Interim Public Safety Administrative Assistant, who began on Monday, May 3 and will be working in the Police Department Monday-Friday 9:00a.m. to 1:00p.m. and Jason Thompson, who assumed the duties of Interim Public Works Department Foremen on Monday, May 3, 2021.

The Town of Bridgton currently has openings for a full-time Fire Chief, application deadline Friday, May 21; a full-time Public Safety Administrative Assistant, application deadline is Friday, May 21, and a full-time Public Works Foreman, application deadline is Friday, May 21; Lifeguards for Highland Lake, Woods Pond and Salmon Point; Water Safety Instructors (swim lessons) and Youth Development Professionals (Summer Rec and Teen Summer Rec). For information on these positions, job application and job description please refer to our website at www.bridgtonmaine.org.

Health Officer

Health Officer, Catherine Pinkham continues to monitor availability of the COVID vaccinations and locations so she can alert the public. Catherine continues to participate in the bi-monthly conference calls with Maine Health and the CDC briefing to keep up on the ever-changing COVID 19 virus and vaccinations. Governor Mills recently amended face covering requirements stating that "face coverings are not required to be worn in outdoor settings, however, face coverings are still a requirement for indoor public setting and there are no changes to Maine's physical distancing requirements at this time. Tick Season is in full-swing so please be cautious and check your body and clothing when you come indoors. Please refer to the Town of Bridgton website, Health Officer page, for updates.

Bridgton Recreation Department

Monday the 10th was opening night at Harmon Field. It has been 695 days since the last baseball game at Harmon Field! Bridgton Mets will take on the Casco Cubs! Go team! Lacrosse had their first home game of the season at the Ham Complex. Swim lessons are open for all ages including adults. Summer camp has 126 children/teens ready to go for the summer! We are hiring 15 and older for lifeguards and summer camp. Recreation also offers various exercise programs and events. For information on these and more please refer to our website at www.bridgtonmaine.org or call Gary Colello, Recreation Director, at 207-647-1126.

Bridgton Fire Department

During the Month of April Bridgton Fire Department responded to 30 incidents ranging from alarm system responses to motor vehicle accidents.

Financials

For month ending March 31, 2021 the benchmark is 75%; Revenues are at 68.4% and Expenditures are at 69.5%

Farragut Park

I would like to thank American Legion Post #67 for maintaining Farragut Park during the past year. It was a great help!

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

Respectfully submitted,
Georgiann M. Fleck, Deputy Town Manager

11. Old Business

a. Wastewater Status Update

Vice-Chairman Zaidman asked if the pump station and wastewater treatment plant has gone out to bid to which Executive Secretary Nikki Hamlin responded that there is one more easement and land acquisition to obtain.

b. Streetscape: Upper and Lower Main Street Status Update

Deputy Town Manager Fleck provided a brief streetscape update.

12. Treasurer's Warrants

Motion was made by Vice-Chairman Zaidman for approval of Treasurer's Warrants numbered 144, 145, 146 and 147; second from Selectman Packard. 5 approve/0 oppose

13. Public Comments on Non-Agenda Items

There were no public comments.

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

May 18, 2021

May 25, 2021

Police Chief Jones reported that the speed signs are up and running with mostly positive feedback. He will provide the Board with data so they can see the information generated.

Chairman Eastman returned to agenda item 8.

8. 6:00 P.M. Public Hearings

a. To Accept Written and Oral Comments on a Special Amusement Permit Application from Tarry-A-While Resort, LLC for Live Music and Entertainment (17 Tarry-A-While Road)

Chairman Eastman opened the public hearing at 6:00 P.M. to accept written and oral comments on a Special Amusement Permit Application from Tarry-A-While Resort, LLC for Live Music and Entertainment (17 Tarry-A-While Road). There were no public comments. Chairman Eastman closed the hearing at 6:01 P.M.

b. To Accept Written and Oral Comments on a New Liquor License Application from Nora Belle's (2 Cottage Street)

Chairman Eastman opened the public hearing at 6:01 P.M. to accept written and oral comments on a new Liquor License Application from Nora Belle's (2 Cottage Street). There were no public comments. Chairman Eastman closed the hearing at 6:01 P.M.

c. To Accept Written and Oral Comments on a Special Amusement Permit Application from Nora Belle's for Live Music and Entertainment (2 Cottage Street)

Chairman Eastman opened the public hearing at 6:02 P.M. to accept written and oral comments on a Special Amusement Permit Application from Nora Belle's for Live Music and Entertainment (2 Cottage Street). There were no public comments. Chairman Eastman closed the hearing at 6:02 P.M.

9. Action Items Following Public Hearings

a. Special Amusement Permit Application from Tarry-A-While Resort, LLC for Live Music and Entertainment (17 Tarry-A-While Road)

Motion was made by Selectman Lone for approval of Special Amusement Permit Application from Tarry-A-While; second from Selectman Packard. 5 approve/0 oppose

b. New Liquor License Application from Nora Belle's (2 Cottage Street)

Motion was made by Selectman Lone for approval of a new Liquor License Application from Nora Belle's; second from Selectman Tworog. 5 approve/0 oppose

c. Special Amusement Permit Application from Nora Belle's for Live Music and Entertainment (2 Cottage Street)

Motion was made by Selectman Packard for approval of a Special Amusement Permit Application from Nora Belle's; second from Vice-Chairman Zaidman. 5 approve/0 oppose

15. Adjourn

Chairman Eastman adjourned the meeting at 6:05 P.M.

Respectfully submitted,

Laurie L. Chadbourne
Town Clerk

May 11, 2021

Motion: I move that the Order entitled, "Order to Authorize the Purchase of Net Energy Billing Credits," be adopted in form presented to this meeting.

TOWN OF BRIDGTON SELECT BOARD
ORDER TO AUTHORIZE THE PURCHASE OF NET ENERGY BILLING CREDITS

WHEREAS, pursuant to 35-A M.R.S. § 3209-B and the Maine Public Utilities Commission's rules enacted thereunder, including without limitation 65-407 C.M.R. ch. 313, a nonresidential utility customer, such as a municipality, with a financial interest in a solar electric energy generation facility ("Solar Facility") may participate in net energy billing and thereby receive, for electricity delivered on the customer's behalf to the electric grid from the Solar Facility, monetary credits in an amount equal to a tariff rate established by the Maine Public Utilities Commission ("Tariff Rate") which may be used to reduce the customer's utility bill ("Net Energy Billing"); and

WHEREAS, the Town of Bridgton (the "Town") desires to enter into a long-term agreement to purchase Net Energy Billing credits generated by one or more qualifying renewable energy generation facilities in order to achieve anticipated electric energy cost savings arising from its participation in net energy billing and provide long-term predictability with respect to its electric energy costs; and

WHEREAS, the Town, recognizing the speculative nature of purchasing Net Energy Billing credits on a long-term basis and understanding the variables that can affect electricity costs, the Tariff Rate, and the monetary value of Net Energy Billing credits (including the risk of electricity rate fluctuations, increases or decreases to the output of the Solar Facility, and changes to the Town's electricity costs and needs), desires to purchase Net Energy Billing credits in an amount not to exceed 85% of the Town's historical annual electricity costs in order to minimize the risk of over-purchasing Net Energy Billing credits in any given year;

NOW, THEREFORE, BE IT ORDERED, as follows:

1. That the Treasurer, acting singly, is authorized to execute and deliver a Net Energy Billing credits agreement with the following seller, or its nominee, in the name and on behalf of the Town, to purchase Net Energy Billing credits in a quantity equivalent to not more than 85% of the Town's historical annual electricity expenditures, for a term of up to 20 years, for the following price, and on such other terms not inconsistent herewith as the Town Manager approve:

[check one]

<u>Seller</u>	<u>Price</u>
<input checked="" type="checkbox"/> Ameresco	<u>25</u> % discount
<input type="checkbox"/> Ameresco	\$ _____ /kWh
<input type="checkbox"/> ReVision Energy	_____ % discount

(the "Agreement");

2. That the Treasurer is authorized to execute and deliver on behalf of the Town such other contracts, documents, and certificates as may, in the Treasurer's judgment, be necessary or convenient to effect the transactions authorized by this Order and qualify the Town to participate in Net Energy Billing, including without limitation any documents required to establish Net Energy Billing pursuant to 35-A M.R.S. § 3209-B and Chapter 313 of the Maine Public Utilities Commission's rules, any amendments

SECRETARY'S CERTIFICATION

To the extent that the May 11, 2021 Town of Bridgton Select Board meeting was conducted through telephonic, video, electronic, or other similar means of remote participation, I certify that:

- A. Notice of the meeting was given in accordance with 1 M.R.S. § 406, and the notice included the method by which the public may attend in accordance with paragraph C; and
- B. Each member of the Select Board who participated in the meeting was able to hear and speak to all the other members during the meeting and members of the public attending the meeting in the location identified in the notice given pursuant to paragraph A were able to hear all members participating at other locations; and
- C. The Select Board determined that participation by the public is through telephonic, video, electronic, or other similar means of remote participation; and
- D. The Select Board's vote on the Order to Authorize the Purchase of Net Energy Billing Credits was taken by roll call as follows:

Select Board Member	PARTICIPATION			VOTE		
	Physically Present	Attending Remotely	Not Attending	YES	NO	ABSTAIN
Liston Eastman	x			x		
Glenn Zaidman	x					x
Carmen Lone	x			x		
G. Frederick Packard	x			x		
Paul Tworog	x			x		

Dated: May 11, 2021



Laurie L. Chadbourne, Town Clerk
Town of Bridgton

**FARRAGUT MEMORIAL ASSOCIATION (REVIVED)
BOARD OF DIRECTORS**

May 11, 2021

Motion: I move that the Vote entitled, "Vote to Convey the Farragut Park Property to the Town of Bridgton," be adopted in form presented to this meeting and that an attested copy of this Vote be filed with the minutes of this meeting.

**VOTE TO CONVEY THE FARRAGUT PARK PROPERTY
TO THE TOWN OF BRIDGTON**

WHEREAS, the Farragut Memorial Association's charter was suspended by the Secretary of State in 1981 and, by virtue of 13-B M.R.S. § 1116(2), the Farragut Memorial Association was administratively dissolved; and

WHEREAS, pursuant to 13-B M.R.S. § 1117, an interested party may apply for a certificate of revival from the Secretary of State to revive a dissolved nonprofit for a specific purpose and a specific period of time; and

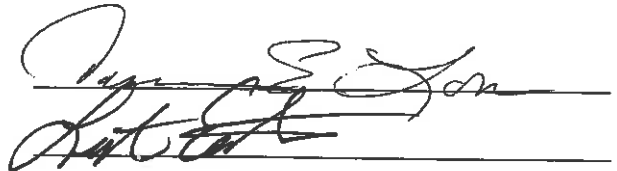
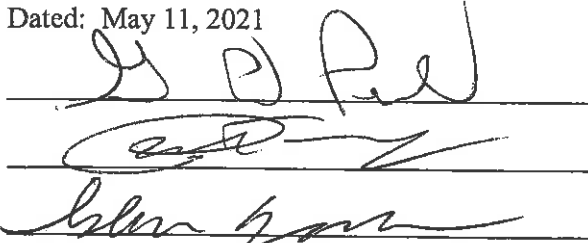
WHEREAS, the Select Board of the Town of Bridgton, as an interested party, filed an Application for Certificate of Revival ("Application") with the Secretary of State for the purpose of reviving the Farragut Memorial Association in order to transfer Farragut Park to the Town of Bridgton, and the Secretary of State approved said Certificate for said purpose, effective from April 1, 2021 to June 1, 2021 ("Approval"); and

WHEREAS, the Select Board of the Town of Bridgton, serving as the Board of Directors *pro tempore* of the revived Farragut Memorial Association, convened a meeting of the Board of Directors to effect said purpose, as authorized by the Approval.

NOW, THEREFORE, the Board of Directors *pro tempore* of the Farragut Memorial Association VOTES as follows:

1. That the President *pro tempore* is hereby authorized to take all necessary steps to effect the transfer of ownership of Farragut Park, a 0.46 acre parcel located at 31 North High Street in Bridgton, Maine (shown as Lot 36 on Tax Map 22 of the Town of Bridgton property tax maps and more particularly described in a deed to Farragut Memorial Association from Farragut Post No. 27, Grand Army of the Republic dated April 7, 1928 and recorded in the Cumberland County Registry of Deeds in Book 1287, Page 391), as an unconditional gift of property to the Town of Bridgton, including the preparation, execution, and delivery of a quitclaim deed without covenant; and
2. That an attested copy of this Vote be filed with the minutes of this meeting.

Dated: May 11, 2021



A majority of the Board of Directors of the Farragut Memorial Association (revived)

A true copy, attest:



Glenn R. Zaidman
Secretary *pro tempore*

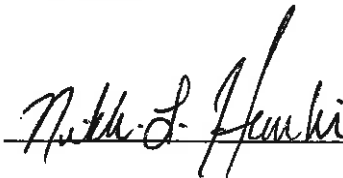
QUITCLAIM DEED WITHOUT COVENANT
(Maine Statutory Short Form)

THE FARRAGUT MEMORIAL ASSOCIATION, a Maine nonprofit corporation with a mailing address of c/o the Town of Bridgton, 3 Chase Street, Suite 1, Bridgton, ME 04009 (the "Grantor"), also referred to as FARRAGUT MEMORIAL ASSOCIATION in prior deeds of record, for consideration paid, releases to the **INHABITANTS OF THE TOWN OF BRIDGTON**, a Maine body corporate and politic having a mailing address of 3 Chase Street, Suite 1, Bridgton, ME 04009, its successors and assigns (the "Grantee") all of the Grantor's right, title and interest in and to the property, together with all buildings and improvements thereon, situated in the Town of Bridgton, County of Cumberland, State of Maine, more particularly described in Exhibit A attached hereto and made a part hereof.

Reference is made to the Certificate of Revival Approval from the Maine Department of the Secretary of State, Bureau of Corporations, Elections and Commissions, dated April 1, 2021, reviving the Grantor through June 1, 2021, a copy of which is attached hereto as Exhibit B.

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be signed and sealed by Liston E. Eastman, its President, thereunto duly authorized, this 11 day of May, 2021.

WITNESS:

_____

**THE FARRAGUT MEMORIAL
ASSOCIATION**

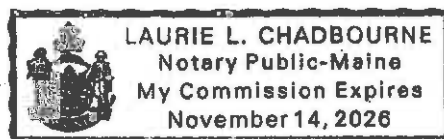
By: _____
Liston E. Eastman
Its President *pro tempore*

STATE OF MAINE
COUNTY OF CUMBERLAND, ss.

May 11, 2021

Then personally appeared the above-named Liston E. Eastman, President *pro tempore* of The Farragut Memorial Association, and acknowledged the foregoing instrument to be their free act and deed in their said capacity and the free act and deed of said entity.

Before me,





Notary Public/Attorney-at-Law
Print name: _____
My commission expires: _____

EXHIBIT A

A certain lot or parcel of land, together with all improvements thereon, located on the northeasterly side of North High Street in the Town of Bridgton, County of Cumberland, State of Maine, being bounded and described as follows:

Beginning at an iron pin on the northeast sideline of North High Street; said iron pin marking the northwest corner of land now or formerly of Charles Reed and Pamela Reed and the southwest corner of this parcel; thence North $35^{\circ}03'01''$ West along the northeast sideline of North High Street 104.67 feet to an iron pin; thence North $56^{\circ}26'00''$ East along land now or formerly of Mary Shorey et. al. 192.40 feet to an iron pin; thence along land of Mary Shorey et. al. and land now or formerly of Nancy Lo and Stijn Van Even South $35^{\circ}03'01''$ East 104.67 feet to an iron pin; thence along said land now or formerly of Reed South $56^{\circ}26'00''$ West 192.40 feet to the iron pin at the point of beginning.

The above described parcel contains 0.46 Acres and is the same premises described in the deed to Farragut Memorial Association from Farragut Post No. 27 of Bridgton, Grand Army of the Republic dated April 7, 1928 and recorded in the Cumberland County Registry of Deeds in Book 1287, Page 391, and this conveyance is made subject to the terms of said deed.

Reference is made to the plan entitled "Plan of Land Farragut Park North High Street Bridgton, Maine Record Owner: Farragut Memorial Association" dated December 30, 2019, prepared by Sawyer Engineering & Surveying, Inc., Plan No. 120-3.5 to be recorded in the Cumberland County Registry of Deeds.



Department of the Secretary of State

EXHIBIT B

Bureau of Corporations, Elections and Commissions

Matthew Dunlap
Secretary of State

Julie L. Flynn
Deputy Secretary of State

April 1, 2021

Drummond Woodsum
Agnieszka A. Dixon
84 Marginal Way, Suite 600
Portland, ME 04101-2480

RE: Certificate of Revival Approval for THE FARRAGUT MEMORIAL ASSOCIATION

The Secretary of State has approved the request for revival for the following purpose(s) and time period:

Purpose: Real estate transaction

Time period: 60 days

This Certificate of Revival is effective from **April 1, 2021** to **June 1, 2021**. The status for the above-named entity will return back to the suspended status on June 2, 2021.

If you have any questions regarding the revival, please contact our office at (207) 624-7752.

Sincerely,

Cathy Beaudoin
Director of Corporations, UCC & Commissions

The STORAGE TANK DISCLOSURE CERTIFICATE

NOTICE PURSUANT TO 38 M.R.S. § 563

The **Farragut Memorial Association**, a Maine nonprofit corporation ("Transferor"), as transferor of the property near Ranger Road, located partly in Bath and partly in West Bath, Maine (the "Premises"), hereby files this written notice with the **Inhabitants of the Town of Bridgton**, a Maine body corporate and politic ("Transferee"), as transferee of the Premises, in accordance with 38 M.R.S. § 563.

CHECK EITHER (A) OR (B):

☒ A. To the best of Transferor's knowledge, no "Underground Oil Storage Facility" (as defined in 38 M.R.S. § 562-A) exists on the Premises; or

☐ B. An Underground Oil Storage Facility exists on the Premises.

B.1. The State of Maine Registration Number for the Underground Oil Storage Facility on the Premises is as follows: No. _____

B.2. The Underground Oil Storage Facility has ☐/has not☐ been abandoned in place (taken out of service for more than 12 months), pursuant to Maine Department of Environmental Protection ("DEP") rules.

B.3. The Underground Oil Storage Facility disclosed above is subject to regulation, including registration requirements, by the DEP.

CHECK EITHER (C) OR (D):

☒ C. To the best of Transferor's knowledge, no "Aboveground Oil Storage Tank" (as defined in 38 M.R.S. § 562-A) with underground piping exists on the Premises; or


☐ D. An Aboveground Oil Storage Tank with underground piping exists on the Premises.

D.1 Transferor has registered the Aboveground Oil Storage Tank with underground piping with the DEP. The State of Maine Registration Number for the Aboveground Oil Storage Tank with underground piping is as follows:

No. _____

D.2. If the Aboveground Oil Storage Tank with underground piping described above is used by Buyer for the storage of motor fuel, such Aboveground Oil Storage Tank must be registered with the commissioner of the DEP.

Transferor: The Farragut Memorial Association


Liston E. Eastman
President *pro tempore*

Date: May 11, 2021



18RETTD

00

MAINE REAL ESTATE
TRANSFER TAX DECLARATION
Form RETTD
Do not use red ink.

1. County **Cumberland**2. Municipality **Bridgton**

3. GRANTEE/PURCHASER

3a. Last name, first name, MI; or business name

Inhabitants of the Town of Bridgton

3c. Last name, first name, MI; or business name

3e. Mailing address after purchasing this property

3 Chase St., Suite 1

3f. Municipality

Bridgton

3b. Federal ID

01-6000082

3d. Federal ID

3g. State 3h. ZIP Code

ME 04009

BOOK/PAGE - REGISTRY USE ONLY

4. GRANTOR/SELLER

4a. Last name, first name, MI; or business name

The Farragut Memorial Association

4c. Last name, first name, MI; or Business name

4b. Federal ID

4d. Federal ID

4e. Mailing address

3 Chase St., Suite 1

4f. Municipality

Bridgton

4g. State 4h. ZIP Code

ME 04009

5. PROPERTY 5a. Map Block Lot Sub-lot Check any that apply

22**36**

- No maps exist
Multiple parcels
Portion of parcel
☒ Not applicable

5b. Type of property - enter the code number that best describes the property being sold (see instructions).

5c. Physical location

31 North High Street

5d. Acreage (see instructions)

.46

6. TRANSFER TAX

6a. Purchase price (If the transfer is a gift, enter "0")..... 6a.

\$ 0 .00

6b. Fair market value (Enter a value only if you entered "0" or a nominal value on line 6a) 6b.

.006c. Exemption claim - ☒ Check the box if either grantor or grantee is claiming exemption from transfer tax and enter explanation below.**Both parties exempt under 36 MRS Sec. 4641-C(1); deed to Town for no consideration**

7. DATE OF TRANSFER (MM-DD-YYYY)

8. CLASSIFIED. WARNING TO BUYER - If the property is classified as farmland, open space, tree growth, or working waterfront, a substantial financial penalty may be triggered by development, subdivision, partition, or change in use.

CLASSIFIED9. SPECIAL CIRCUMSTANCES. Were there any special circumstances with the transfer that suggest the price paid was either more or less than its fair market value? If yes, check the box and enter explanation below. ☒**Gift of land to municipality**

10. INCOME TAX WITHHELD. The buyer is not required to withhold Maine income tax because:

Seller has qualified as a Maine resident

A waiver has been received from the State Tax Assessor

☒ Consideration for the property is less than \$100,000

The transfer is a foreclosure sale

11. OATH. Aware of penalties as set forth in 36 M.R.S. § 4641-K, I declare that I have reviewed this return with the Grantor(s) and Grantee(s) and to the best of my knowledge and belief the information contained herein is true, correct and complete. Declaration of preparer is based on information provided by Grantor(s) and Grantee(s) and of which preparer has any knowledge.

PREPARER. Name of preparer: **Lisa Magnacca**Phone number: **(207) 772-1941**Mailing address: **84 Marginal Way, Suite 600
Portland, ME 04101**Email address: **Lmagnacca@dwmlaw.com**Fax number: **(207) 772-3627**

**TOWN OF BRIDGTON
SELECT BOARD**

May 11, 2021

Motion: I move that the Vote entitled, "Vote to Accept the Farragut Park Property from the Farragut Memorial Association," be adopted in form presented to this meeting and that an attested copy of this Vote be filed with the minutes of this meeting.

**VOTE TO ACCEPT THE FARRAGUT PARK PROPERTY
FROM THE FARRAGUT MEMORIAL ASSOCIATION**

WHEREAS, the Farragut Memorial Association's charter was suspended by the Secretary of State in 1981 and, by virtue of 13-B M.R.S. § 1116(2), the Farragut Memorial Association was administratively dissolved; and

WHEREAS, pursuant to 13-B M.R.S. § 1117, an interested party may apply for a certificate of revival from the Secretary of State to revive a dissolved nonprofit for a specific purpose and a specific period of time; and

WHEREAS, the Select Board of the Town of Bridgton, as an interested party, filed an Application for Certificate of Revival ("Application") with the Secretary of State for the purpose of reviving the Farragut Memorial Association in order to transfer Farragut Park to the Town of Bridgton, and the Secretary of State approved said Certificate for said purpose, effective from April 1, 2021 to June 1, 2021 ("Approval"), and attested copies of the Application and Approval are attached hereto as Exhibit 1; and

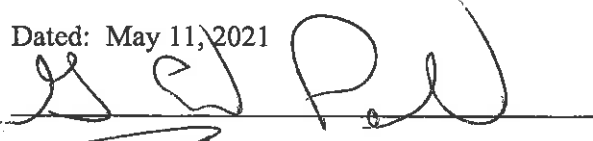
WHEREAS, the Select Board of the Town of Bridgton, serving as the Board of Directors *pro tempore* of the revived Farragut Memorial Association, voted to authorize the conveyance of Farragut Park to the Town of Bridgton as an unconditional gift, and an attested copy of said vote is attached hereto as Exhibit 2; and

WHEREAS, the Select Board of the Town of Bridgton desires to accept said unconditional gift and conveyance of Farragut Park from the Farragut Memorial Association.

NOW, THEREFORE, the Select Board of the Town of Bridgton (the "Town") VOTES as follows:

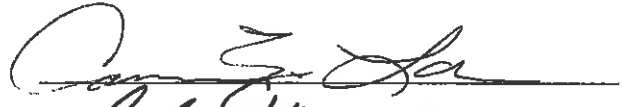
1. That, pursuant to 30-A M.R.S.A. § 5655 and an affirmative vote of the legislative body of the Town at the annual town meeting duly called and held on July 14, 2020 (per Article 36/ Question 34, Yes received 1085 votes and passed; No received 221 votes; Blanks received 119 votes), the Select Board hereby accepts, on behalf of the Town, Farragut Park, a 0.46 acre parcel located at 31 North High Street in Bridgton, Maine (shown as Lot 36 on Tax Map 22 of the Town's property tax maps and more particularly described in a deed to Farragut Memorial Association from Farragut Post No. 27, Grand Army of the Republic dated April 7, 1928 and recorded in the Cumberland County Registry of Deeds in Book 1287, Page 391) as an unconditional gift;
2. That the Treasurer of the Town is authorized and directed to accept the delivery of a quitclaim deed without covenant conveying Farragut Park to the Town, and to execute and deliver on behalf of the Town such other documents and certificates and take any other actions, as may, in the Treasurer's judgment, be necessary or convenient to effect the transactions authorized by this Vote and transfer Farragut Park to the Town; and
3. That an attested copy of this Vote be filed with the minutes of this meeting.

Dated: May 11, 2021





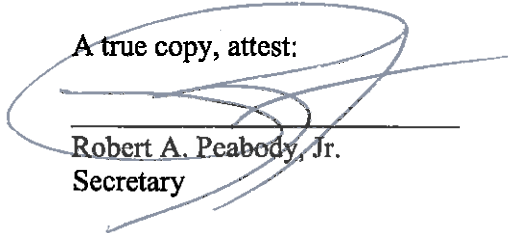






A majority of the Select Board of the Town of Bridgton

A true copy, attest:


Robert A. Peabody, Jr.
Secretary

STATE OF MAINE
Department of the Secretary of State
Bureau of Corporations, Elections and Commissions
101 State House Station
Augusta, Maine 04333-0101

April 2, 2021

DRUMMOND WOODSUM
AGNIESZKA A DIXON, ESQ.
84 MARGINAL WAY
SUITE 600
PORTLAND ME 04101

ATTESTED COPIES
WR DCN: 2210911800000

Enclosed please find copies of documents recently placed on file with our office. Each copy has been attested as a true copy of the original and serves as your evidence of filing. We recommend that you retain these permanently with your records.

Charter#: 19280019ND Legal Name: THE FARRAGUT MEMORIAL ASSOCIATION

CERTIFICATE OF REVIVAL & APPROVAL

DCN: 2210911800001 Page(s) 3

Total Pages 3

THE FARRAGUT MEMORIAL ASSOCIATION (REVIVED)
BOARD OF DIRECTORS MEETINGMay 11, 2021 at 4:50 PMAGENDA and MEETING MINUTES

1. Call to Order

The meeting was be called to order by Liston E. Eastman, who shall preside as President, pro tempore, of the Board of Directors of the Farragut Memorial Association until election of officers.

2. Election of Officers

- a. Vote to elect Liston E. Eastman as President *pro tem* and Glenn R. Zaidman as Secretary *pro tem* of the Farragut Memorial Association

Moved by Glenn R. ZaidmanSeconded by Paul ToworaVoted 5 Approve / 0 Oppose


3. New Business

- a. Vote to Convey Farragut Park Property to the Town of Bridgton (attached)

Moved by Liston E. EastmanSeconded by G. Frederick PackardVoted 5 Approve / 0 Oppose

4. Adjourn

A true copy, attest:

Glenn R. Zaidman
Secretary *pro tempore*

STATE OF MAINE
APPLICATION FOR
CERTIFICATE OF REVIVAL
(Domestic Entities Only)

File No. 19280019ND Pages 3
Fee Paid \$ 25
DCN 2210911800001 RIVA
~~FILED~~ ~~EXPIRES~~
03/23/2021 06/01/2021

Julie L. Flynn

Deputy Secretary of State

A True Copy When Attested By Signature

Julie L. Flynn
Deputy Secretary of State

- FIRST:** Name of entity applying for revival is:
the Farragut Memorial Association
- SECOND:** Original date of filing with Secretary of States Office: 12/29/1927
- THIRD:** Type of entity applying for revival is: ("X" only one box)
- | | |
|--|--|
| A. <input checked="" type="checkbox"/> Domestic Nonprofit Corporation
13-B MRSA §1117 | B. <input type="checkbox"/> Domestic Business Corporation
13-C MRSA §1425 |
| C. <input type="checkbox"/> Domestic Limited Liability Company
31 MRSA §1604 | D. <input type="checkbox"/> Domestic Limited Partnership
31 MRSA §1401-A |
- FOURTH:** The name and registered office address of the clerk/registered agent appearing on the records in the Secretary of State's office at the time of dissolution:
- Town Clerk, Town of Bridgton
(name of clerk/registered agent)
- 3 Chase Street, Suite 1, Bridgton, ME 04009
(street, city, state and zip code)
- FIFTH:** The purpose or purposes for which this revival is requested:
- To transfer a 0.46 acre parcel described in a deed recorded in the Cumberland County Registry of Deeds, Book 1287, Page 391, and known as Farragut Park, from the Farragut Memorial Association (which was administratively dissolved by the Secretary of State in 1981) to the Town of Bridgton.

SIXTH: Time period needed to complete the purpose(s) specified in item fifth: 60 days

SEVENTH: The name(s) and address of party or parties requesting revival:

Town of Bridgton Select Board

(type or print name)

3 Chase Street, Suite 1

(street address)

Bridgton, ME 04009

(city, state and zip code)

(type or print name)

(street address)

(city, state and zip code)

(type or print name)

(street address)

(city, state and zip code)

DATED March 9, 2021



(signature of any duly authorized person)

Liston E. Eastman, Chair, Bridgton Select Board

(type or print name)

Please remit your payment made payable to the Maine Secretary of State

Submit Completed Forms To:

Secretary of State

Division of Corporations, UCC and Commissions

101 State House Station

Augusta, ME 04333-0101

Telephone: (207) 624-7752



Department of the Secretary of State
Bureau of Corporations, Elections and Commissions

Matthew Dunlap
Secretary of State

Julie L. Flynn
Deputy Secretary of State

April 1, 2021

Drummond Woodsum
Agnieszka A. Dixon
84 Marginal Way, Suite 600
Portland, ME 04101-2480

RE: Certificate of Revival Approval for THE FARRAGUT MEMORIAL ASSOCIATION

The Secretary of State has approved the request for revival for the following purpose(s) and time period:

Purpose: Real estate transaction

Time period: 60 days

This Certificate of Revival is effective from **April 1, 2021** to **June 1, 2021**. The status for the above-named entity will return back to the suspended status on June 2, 2021.

If you have any questions regarding the revival, please contact our office at (207) 624-7752.

Sincerely,

A handwritten signature in cursive script that reads "Cathy Beaudoin".

Cathy Beaudoin
Director of Corporations, UCC & Commissions

Laurie Chadbourne

From: Spyridon Hronarakis <spyrohron@gmail.com>
Sent: Sunday, May 16, 2021 9:52 AM
To: Laurie Chadbourne
Subject: Request for Bhop to present in next town meeting

Hello,

I would like to ask the board if BHOP will be permitted to temporarily block the parking lot entrance to setup outside seating like we did last year.

Please let me know if there is anything I need to prepare prior to the meeting.

Thank you!

Spyro H.

Planning Board Ordinance Consolidation Workshop Schedule

May 18th- PB Workshop

Part 1 revisions plus Part 2 review

June 15th- PB Workshop

Revised Part 1/2 (full) draft from Aga for final review/revisions

June 29th- PB Workshop

Finalization of full draft for joint workshop, if needed

July 13th- Joint PB/BOS Workshop

Invite developers to provide input

Week of August 9- PB Public Hearing

Option for schedule to complete sooner depending upon input at workshop, needed revisions, or if Planning Board review completes earlier than 6/29

The Inhabitants of the Town of Bridgton
and
THE STATE OF MAINE
MAINE DISTRICT COURT

Current

This INDENTURE, made and entered into this 1st day of January 1999 by and between the Inhabitants of the Town of Bridgton, whose address is Bridgton Municipal Building, Main Street, Bridgton, Maine 04009 for themselves, their heirs, executors, administrators, successors and assigns (hereinafter called the "Lessor") and THE STATE OF MAINE, Maine District Court, whose address is PO Box 66 DTS, Portland, Maine 04112 (Hereinafter called the "Department"), WITNESSETH:

1. **GRANT:** The parties hereto, for the consideration hereinafter mentioned, covenant and agree that the Lessor does hereby lease, demise and let to the Department the following premises, viz:

2. **PREMISES:** A portion of the building located on Chase Street in Bridgton, Maine. More specifically, a net area of 4,062 square feet of interior space. Space constructed at Lessor's expense in accordance with mutually agreeable plans and specifications.

3. **TERMS:** To have and to hold the said premises with their appurtenances for the term of five (5) years, beginning on January 1, 1999 and ending on December 31, 2003. (1,825 days).

4. **RENEWAL:** The Department shall have the option to renew this lease for five (5) years after the above term and upon the same covenants and conditions, except for rent which shall be negotiated, unless the Department gives to the Lessor sixty (60) days written notice of intention to terminate, in which case the lease hereby created shall terminate in accordance with such notice.

5. **EXTENSION:** At termination date of this lease, the Department may continue in possession on a month to month basis by paying the specified monthly rental until one party shall give the other written notice of termination. Such notice shall be given at least thirty (30) days before the premises are to be vacated. Should such an extension expire prior to the end of a month, the rental shall be apportioned to the date specified in the notice.

6. **NON-ASSIGNABILITY:** The Department shall not assign this lease in any event, and shall not sublet the demised premises, except to a desirable tenant with the written approval of the Lessor, and will not permit the use of said premises by anyone other than the Department, such sublessee and the agents and servants of the Department and of such sublessee.

7. **RENTAL: YIELDING AND PAYING THEREFORE,** Nine Dollars and Eighty Five Cents (\$9.85) per square foot rent plus Two Dollars and Fifty Cents (\$2.50) per square foot for heat, electrical, janitorial services and maintenance based on Twelve Dollars and Thirty Five Cents (\$12.35) per square foot an annual rent of Fifty Thousand One Hundred Sixty Five Dollars and Seventy Cents (\$50,165.70) for the term of January 1, 1999-December 31, 2001; for the term of January 1, 2002-December 31, 2002, rent calculated \$9.85 per square foot plus \$2.99 per Square Foot for maintenance for a total of \$12.84 per square foot to produce an annual payment of \$52,156.08 and for the term of January 1, 2003- December 31, 2003 rent will be calculated at \$9.85 per square foot plus \$3.50 per square foot for maintenance for a total of \$13.35 per square foot to produce an annual payment of \$54,227.70. For the term of January 1, 1999-December 31, 2001 payments to be made in twelve monthly installments of Four Thousand One Hundred Eighty Dollars and Forty Seven Cents (\$4,180.47); for the term of January 1, 2002-December 31, 2002 payments will be made in twelve

(\$4,346.34) and for the term of January 1, 2003-December 31, 2003 payments will be made in twelve monthly installments of Four Thousand Five Hundred Eighteen Dollars and Ninety Eight Cents (\$4,518.98) all to be accomplished in accordance with the States usual accounting procedures, commencing with the first month of occupancy as established by provisions of paragraph 3.

8. **CASUALTY DAMAGE:** The Department agrees that in case of fire or other casualty resulting in damage to the premises, it will give immediate notice thereof to Lessor, who shall thereupon, with expedition and in a good and workmanlike manner, after said damage, enter upon and undertake such repairs and rehabilitations, as is necessary to restore said premises to their original condition before such damage, provided that such damage, with reasonable dispatch, can be repaired within ninety (90) days.

In the event that said demised premises are subject to repair and rehabilitation within said ninety (90) days, the rental herein shall be abated in the proportion that the amount of space which is not available to and usable by the Department as a result of such casualty and/or the work and labor incidental to its rehabilitation bears to all of the space in the demised premises.

In the event that said demised premises be totally destroyed by fire or other casualty, or shall be rendered partly untenable, and the repair and rehabilitation of said demised premises shall be of an extent requiring more than ninety (90) days for its completion, then this lease, at the option of either the Department or the Lessor, may be terminated, and the obligation to make rental payment thereupon shall cease as of the date of such damage or destruction.

9. **COVENANTS OF THE DEPARTMENT:** The Department does hereby covenant and agree with the Lessor that it will:

- a. Pay the said rent at the times and in the manner aforesaid;
- b. use and Occupy said premises in a careful and proper manner;
- c. permit the Lessor or its agent entrance to said premises to inspect the same and to make such repairs as are necessary for the safety, comfort, and preservation of the building;
- d. not commit nor suffer any waste on said premises;
- e. not permit any other person to carry on therein any offensive trade or business;
- f. not use the premises for any purpose other than a governmental purpose;
- g. not engage in any hazardous activity on said premises so as to substantially increase the cost or risk the cancellation of fire and casualty insurance on said premises;
- h. peaceably quit and deliver up the premises to the Lessor at the termination of this lease in as good order and condition, reasonable wear, tear, and obsolescence and unavoidable casualties excepted, as they are in at the beginning of the term of the lease and shall surrender all alterations, additions and improvements, except office furniture and equipment put in at the expense of the Department, at the termination of this lease;
- i. be responsible for any and all loss or damage caused to any and all personal property of the Department or under the control of the Department located, in, on, or about the demised premises, unless the loss or damage is as a result of the negligence or willful acts or omissions of the lessor;

with such guidelines on energy consumption as the State of Maine may issue; and

k. pay for telephone services.

10. **COVENANTS OF LESSOR:** And the Lessor, on its part, and at its own expense, covenants and agrees with the Department that it will:

a. Maintain the grounds, premises and fixtures in good repair and tenantable condition during the continuance of this Lease. If the Lessor does not commence repairs within a reasonable period of time, after notification, the Department may have the repairs made and charged to the account of the Lessor. Maintenance, repairs, and painting will be done during non-work hours except in an emergency situation or as approved by the Department;

b. Allow the Department to occupy the premises during the term aforesaid and any renewal thereof peaceably and free from the lawful claims of all other persons;

c. pay all charges for electricity used for heating, hot water, air conditioning, air handling and exterior lighting used in the building or on the grounds;

d. pay all charges for fuel used in heating and ventilation system, humidification and domestic hot water production;

e. clean/wash all interior and exterior cleanable/washable surfaces and repaint all painted surfaces in colors agreeable to the Department at least once every three years for interior surfaces, at least once every five years for outside surfaces;

f. provide heating, ventilation and air conditioning in accordance with the following.

I. **Heating** - (BOCA Code Article 2500.2, Article 13, Sec. M-1301.1.3)

a. All Occupied Areas:

Provide a heating system capable of maintaining 70° inside temperature while the outside temperature is at minus 20°F below zero, 15 MPH winds, and the ventilation system in operation. Automatic individual room temperature controls shall be included in, but not limited to, conference rooms, work areas, entry ways and halls, bathrooms and other appropriate areas;

b. Miscellaneous/Storage

II. **Ventilation**

a. All Occupied Areas: (P.L. 733, 1988, 5 MRSA 1742 (24))

Provide equipment to meet the minimum positive ventilation rates (in cubic feet per minute, CFM) with outdoor air in accordance with ASHRAE 62-1981R Standards. Under no circumstances shall any type of treated recirculated air be a substitute for the outdoor air requirements of these tables.

<u>Location</u>	<u>Estimated Occupancy/Sq.Ft.</u>	<u>Required Outdoor Air CFM/Person</u>
Office	1/143	20
Lobbies	1/33	15
Conference/Waiting	1/16	20 & 15
Bathrooms	1/10	50
Snack Bar/Break Room	1/10	20
Duplicate and Printing	--	CFM/Ft 2-floor
Corridors	--	0.5
		0.5

(All Office space will be labeled "Designed to Meet code for Ventilation - No Smoking")

b. Designated Smoking Area:

For buildings over 5,000 sq. ft. up to 15% of space shall be equipped with independently * controlled ventilation equipment sized to meet minimum smoking rates in accordance with ASHRAE 62-1981R

<u>Area</u>	<u>Estimated Occupancy/Sq.Ft.</u>	<u>Required Outdoor Air CFM/Person</u>
Waiting Rooms	1/16	60
Conference	1/16	60
Snack Bar/Break Room	1/14	60

*No cross contamination may exist to non-smoking area.

III. Air Condition (BOCA Code Article 2500.2, Article 13-Sec. M-1301.1.3)

a. General Office Space

Provide adjustable automatic temperature control system of air conditioning to maintain an inside temperature of 72°-78°F.

IV. Humidification (BOCA Code Article 2500.2, Article 13-Sec. M-1301.1.3)

a. General Office Space:

Provide controlled relative humidity between 30-40% in the winter and 50-55% in the summer.

b. Other Area:

No requirements unless otherwise specified for designated smoking areas or others;

g. furnish hot and cold water for lavatory, kitchen sink, toilet and drinking purposes;

adjacent to the premises building; said parking area shall be paved, marked with lines, and provided with lighting (ANSI/IES Standards-Life Cycle Analysis Requirements). Lines shall be remarked as needed or at least once every two years; at least 2 parking spaces shall be reserved for the handicapped and marked/signed with the recognized handicapped symbol;

i. allow the Department to make interior alterations, improvements and attach fixtures in the premises, provided any alterations, improvements, or attachments of fixtures which would affect the structural parts of the building or its heating, plumbing, or electrical systems shall not be performed by the Department without the prior written consent of the Lessor;

j. allow the Department to attach informational signs in or upon the premises, provided attachment of informational signs to the exterior of the premises shall be performed in a workmanlike manner with prior written consent of the Lessor;

k. furnish a sign reading "(Maine District Court)" or such name as designated by the Department to be attached to the exterior of the premises or erected adjacent to the premises. The size, style and location of the sign will be outlined in Exhibit "A" and as established by mutual agreement of the Lessor and the Department.

l. furnish double glazed, operable windows with screens and suitable fire resistant coverings;

m. install and maintain fire detection services and maintain an adequate number of approved fire extinguishers, and exit signs as required by the Department of Public Safety, suitably located (BOCA Code, Section 824);

n. carry fire and extended coverage and casualty insurance on the premises during the entire term of this lease and any extension thereof in an amount equal to at least 80% of the replacement value of the property and any improvements thereon, written by any insurance company or companies authorized to do business in Maine;

o. furnish all approved electrical power distribution equipment, outlets and fluorescent lighting fixtures throughout the premises capable of providing light intensity in accordance with ANSI/IES PP-1-1 1982 Standards for Office Lighting;

p. provide a telephone outlet box wherever a duplex electrical outlet is provided, in offices, conference rooms, interview rooms, etc. (wherever a phone may need to be installed). It should be installed, wired, and covered with a blank cover.

Wiring should be 24 gauge, twisted copper, four pair. Sufficient lengths should be left coiled in each outlet box to facilitate connectors and also the ends in the telephone switch room should be long enough to allow proper cut down on blocks by the telephone vendor. All four pair cables must be marked on both ends to properly identify each run;

q. pay all charges for sewer and water services supplied to the premises;

r. pay all taxes and other assessments on said premises;

s. make reasonable efforts to provide for rapid ice and snow removal for steps, walkway, doorways, sidewalks and parking lots, including sanding as needed, to be accomplished prior to normal working hours, or during working hours, if more than a 3" build-up of snow occurs. Provision for piled snow to be completely removed within 24 hours; and

1. furnish janitorial/custodial services to the premises.

11. **COMPATIBLE TENANT:** If the Lessor leases/rent other space in the building, the Lessor shall not lease/rent said space except to compatible tenant, with the written approval of the Department.
12. **QUIET ENJOYMENT:** Upon payment, by the Department, of rent herein provided and upon the observance and performance of all the covenants, terms and conditions on the Department's part to be observed and performed, the Department substantially shall be entitled to the beneficial use and peaceful enjoyment of the premises for the term hereof without hindrance or interruption by Lessor or any other person or persons, regardless of whether they are claiming by, through, or under the Lessor.
13. **HANDICAPPED:** The premises are to be free of architectural barriers and must conform substantially to ANSI Code No. A-117.1 - 1986, and as set forth in Maine Law that requires public buildings to be made accessible to physically handicapped person, M.R.S.A., Title 25 Part 7, Chapter 331 (Title V, Revised Statute).
14. **LAW GOVERNING:** This Lease shall be governed by the construed according to Maine Law.
15. **STATE HELD HARMLESS:** The Lessor agrees to indemnify, defend and save harmless the Department, its officers, agent and employees from any and all claims and losses accruing or resulting to any person, except employees of the Department who may be injured on the leased premises, due to the negligence or willful acts or omissions of the Lessor.
16. **LIMITATIONS:** This Lease is made subject to available budgetary appropriations and shall not create any obligation on behalf of the Department in excess of such appropriations. In the event that the amount of funds appropriated is such that the Department must restrict or terminate its administrative program, this Lease shall be terminated thirty (30) days after written notification from the Department to the Lessor.
17. **LIFE CYCLE ANALYSIS:** If the square footage in Item 2 above is equal to or in excess of five thousand (5,000), then this property must meet the conditions of Chapter 153, M.R.S.A. of 1977 as amended by Chapter 353 of 1981 titled "Energy Conservation in Buildings Act" and "An Act Concerning Energy Efficiency in Buildings Financed with Public Funds". As a minimum, the building shall comply with the 1987 State of Maine Energy Conservation Building Standards. Certification that the property complies with these standards shall be obtained from the Office of Energy Resources and submitted to the Bureau of Public Improvements. The Life Cycle Analysis shall pay particular attention to demonstrating that alternative modifications to lighting systems and ventilation air heat recovery have been adequately explored, evaluated and implemented.
18. **CONDITIONS:** Notwithstanding any other conditions in this agreement, it is hereby understood that this Lease shall become effective and occupancy of the premises will occur only when and if there is mutual agreement that the necessary construction or renovations have been completed to the mutual satisfaction of both the Department and the Lessor and that the premises are ready to be occupied.
19. **MUNICIPAL ORDINANCES:** In accordance with 5 M.R.S.A., Section 1742-B, public improvements to building leased by the State shall comply with any applicable municipal ordinances governing the construction and alteration of buildings and shall be subject to any applicable inspections.

20. **NOTICES:** Any notice required or permitted hereunder shall be in writing and shall be sent by certified mail, return receipt requested, addressed to Lessor or Department, as the case may be, at the addresses specified herein below or at such other address as a party hereto may have therefore specified by written notice hereunder, with a copy mailed to the Bureau of Public Improvements, State House Station #77, Augusta, Maine 04333 (Attn: Lease Space).

Lessor: Town of Bridgton
Municipal Building
One Chase Common
Bridgton, Maine 04009

Department: Maine District Court
P.O. Box 412
Portland, ME 04112

21. **TERMINATION:** In the event of a material violation of the terms of this lease by either party, and upon failure of that party to bring itself into compliance with the terms of this lease upon 30 days notice of the violation by the other party, such other party shall have the right to terminate this lease upon a further 30 days notice. The failure of either party to give notice of a material violation shall in no event constitute a waiver of any of the terms of this lease.

22. BUILDING CODE AND ENVIRONMENT

A. Asbestos:

i. Lessor shall provide the lessee with the results of an inspection of the premises to be leased and all common and building support areas which may affect Lessee occupants or its clients. The inspection will identify all accessible friable asbestos in these areas of the building and shall be performed by a person certified in accordance with the State Law and satisfactory to the Lessee. The results of this inspection shall be reported to the Lessee and made a part of this Lease Agreement.

ii. In the event that friable asbestos containing materials are identified which are in the status of "significantly damaged" or "damaged" (as described in 40 CFR 763) these materials shall be abated in a manner satisfactory to Lessee including provision for acceptable air clearance monitoring using Phase Contrast Microscopy.

iii. In the event that asbestos containing materials are identified, but which are not damaged, Lessor shall install an operations and maintenance program satisfactory to Lessee which is designed to periodically reinspect asbestos containing materials and to take corrective action as specified in A (ii.) above when appropriate. Results of such reinspections and all air quality monitoring shall be provided to Lessee within 14 days of completion.

B. Air Quality Standards:

i. By endorsement of this Agreement, Lessor warrants that the premises occupied by Lessee's employees will comply with statutory requirements for indoor air quality (5 M.R.S.A. § 1742 (24) [1988]). Specifically, occupied spaces will receive at least 20 CMF of outside air per employee and the air will be free of harmful levels of contaminants. (See Covenants at 10 CF II)

ii. In the event that the quantity or quality of indoor air in the premises fails to meet the statutory standards at any time during the term of this Lease Agreement, Lessor agrees to undertake corrective action within 30 days of notice of deficiency by the Lessee of the Maine Bureau of Labor Standards. Any such notice shall contain documentation which is based on objective analyses of the indoor air quality.

iii. Lessor shall have the right to conduct air quality sampling using qualified professionals and analytical methods endorsed by ASHREA. Should the results of Lessor's analysis fail to support the need for corrective action, the necessity for further action will be determined by the Bureau of Labor Standards.

iv. Failure to comply with the statutory indoor air quality standards upon completion of the procedures outlined above shall be the basis for termination of the agreement as set forth in Section 21, at the election of the Lessee.

C. Other Hazardous Materials:

i. By endorsement of this Lease Agreement, Lessor warrants that, to the best of its knowledge and belief, the premises is free of present or potential contamination which may impact the health or safety of the occupants.

ii. The Lessor further warrants that all custodial, maintenance or other activities on the premises which are within its control are, or will be, conducted in compliance with applicable hazardous materials statutes and regulations including, but not limited to, Title 38 M.R.S.A. 1301 and Title 26 M.R.S.A. 1709.

IN WITNESS WHEREOF, the parties hereunto subscribed their names as of the date first above written.

In the presence of:

Romick Belanger
WITNESS:

LESSOR:

Robert J. McHatton
Title: Chairman, Board of Selectmen

John Dora
WITNESS:

LESSEE:

Christie Clifford
Title: CRIME JUDGE,
MAINE DISTRICT COURT

STATE OF MAINE, Cumberland County January 08, 2002

Then personally appeared the above named Robert J. McHatton whose title is Chairman, Board of Selectmen and acknowledged the foregoing instrument to be his free act and deed.

LESSOR: Town of Bridgton, Robert J. McHatton

LAURIE L. MILLS
NOTARY PUBLIC, STATE OF MAINE
MY COMMISSION EXPIRES NOVEMBER 14, 2005

Laurie L. Mills
Notary Public

Then personally appeared the above named Jon Levy whose title is Chief Justice, District Court and acknowledged the foregoing instrument to be his free act and deed.

LESSEE:

Christie Clifford
Notary Public
Christie Clifford

APPROVED AS TO FORM:

Commission Expires: 12/14/2008

_____ 2002

Approved by:

Travis Wink
Director BGS 3.25.02

MEMORANDUM OF LEASE

The following is a Memorandum of Lease pursuant to Section 210, Title 33, Maine Revised Statutes.

1. NAME OF PARTY TO LEASE:

- a. The Lessor is Inhabitants of the Town of Bridgton
- b. The Lessee is the State of Maine, District Court

2. DESCRIPTION OF LEASE PREMISES:

The building comprising 4,602 square feet located at Chase Street in Bridgton Maine

3. DATE OF LEASE: January 1, 1999

4. TERM OF LEASE:

Five (5) year lease beginning on January 1, 1999 and ending on December 31, 2003

5. PROVISIONS RELATING TO RENEWALS OR EXTENSIONS:

Lessee has option to renew for one term of five (5) years.

6. PROVISIONS RELATING TO OPTIONS TO PURCHASE OR TRANSFER OF TITLE: None.

7. DATE OF MEMORANDUM:

By:

2/6/02
Ronnie K. Belonger For the Town of Bridgton
(Name of Lessor)

STATE OF MAINE

Then personally appeared the above named and acknowledged the foregoing instrument to be his/her free act and deed.

Before me, February 06, 2002

Notary Public

Laurie L. Mills

My Commission Expires

LAURIE L. MILLS
NOTARY PUBLIC, STATE OF MAINE
MY COMMISSION EXPIRES NOVEMBER 14, 2005

MEMORANDUM OF UNDERSTANDING

**Between
Town of Bridgton
and
Maine District Court, Bridgton**

This Memorandum of Understanding is between the Town of Bridgton and the Maine District Court in Bridgton.

IT IS HEREBY AGREED, to continue with all terms of the expired lease between the Town of Bridgton and the Maine District Court, dated January 1, 1999.

IT IS ALSO AGREED, the Lessee, the Maine District Court will continue to pay the Lessor, the Town of Bridgton, rent in twelve monthly installments of Four Thousand Five Hundred Eighteen Dollars and Ninety Eight Cents (\$4,518.98) or Fifty Four Thousand Two Hundred Twenty Seven Dollars and Seventy Six cents (\$54,227.76) per year.

IN WITNESS WHEREOF, the Maine District Court and the Town of Bridgton, by their duly authorized representatives, have executed this Memorandum of Understanding.

This Memorandum of Understanding is effective April 1, 2011 and shall remain in full force and effect until (a) the terms of the Memorandum of Understanding are renegotiated by mutual agreement, or (b) either party wishes to terminate by giving one-hundred twenty (120) days written notice.

Signed and agreed to this 5th day of May, 2011

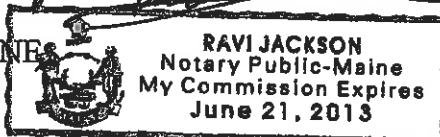
STATE OF MAINE
Administrative Office of the Courts

The Town of Bridgton

James T. Glessner 5/14/11
James T. Glessner
State Court Administrator

Mitchell A. Berkowitz
Mitchell A. Berkowitz
Town Manager

STATE OF MAINE
Bridgton, ss;



Date: May 5, 2011

Personally appeared the above named Mitchell A. Berkowitz, Town Manager for the Town of Bridgton and acknowledged the above instrument to be his free act and deed in his said capacity.

Before me,

Laurie L. Chadbourne NOTARY PUBLIC

Proposed by Court

LEASE

Between

THE TOWN OF BRIDGTON

and

**THE STATE OF MAINE JUDICIAL BRANCH
ADMINISTRATIVE OFFICE OF THE COURTS**

This lease is made and entered into on this first day of July, 2020 by and between the Town of Bridgton (Landlord) whose address is Bridgton Municipal Building, Three Chase Street, Bridgton, Maine 04009 and the State of Maine Judicial Branch Administrative Office of the Courts (AOC and Tenant) whose address is PO Box 4820, Portland, Maine 04412 for the purpose of establishing a lease of space at the Bridgton Municipal Building, One Chase Common, Bridgton, Maine.

1. **LEASED PREMISES:** The Landlord does hereby lease, demise and let to the Tenant the following premises located in the Bridgton Municipal Building:

4,062 square feet of office space on the first floor which is presently used for courtroom, lobby, conference room, clerk's office, chambers, bathrooms, and other spaces. An additional 189 square feet of basement space for the storage of court records. Also, a request is pending with the Town Selectmen to formalize the long standing practice of assigning five parking spaces for Court staff on Chase Street.

2. **TERM:** The term of this lease shall be for three years beginning January 1, 2021 and ending December 31, 2025.

3. **RENTAL:** The rates are reflected as follows:

- July 1, 2020 through June 30, 2023: For all first floor space a 3% increase from the present rate of \$13.35 to \$13.75. With 4,062 square feet, the monthly cost would increase from \$4,518 to \$4,654.38. The annual cost of \$54,227.70 would increase to \$55,852.50. An additional 189 square feet of space for basement storage would be added to the lease for the first time. Beginning July 1, 2020, the cost per square foot would be 60% of the base rate of our office space, \$8.25 with a monthly cost of \$129.94 and an annual cost of \$1,559. The combined first floor and basement monthly cost would be \$4,784.32 and the annual cost would be \$57,411.50.
- On July 1, 2023 through June 30, 2025: Another 3% increase would be in effect. For first floor space cost per square foot would increase to \$14.16. The monthly cost would increase to \$4,793.16 and the annual cost would increase to \$57,517.92. For basement space, the cost per square foot would increase to \$8.50. The monthly amount would rise to \$133.88 and the annual cost would rise to \$1,606.50. The combined first floor and basement monthly cost would be \$4,927.04 and the annual cost would be \$59,124.42.

4. **RENEWAL:** The Tenant and the Landlord shall have the option at their mutual discretion to renew this lease for two (2) terms of five (5) years upon the same terms and conditions, except for rent which shall be negotiated.

The AOC shall give written notice of its intent to renew to Lessor no less than two (2) months prior to the expiration of the initial term.

5. **HOLDOVER:** At termination of the lease or any renewal thereof, the Tenant may continue in possession on a month-to-month basis by paying the specified monthly rental until one party

shall give the other party written notice of termination. Such notice shall be given sixty (60) days before the premises are to be vacated. Should the notice specify a termination date prior to the end of the month, the rental shall be prorated to the date specified on the notice.

6. **ASSIGNMENT AND SUBLETTING:** The Tenant may not assign this lease. The Tenant may not sublet the leased premises without the written consent of the Landlord, which consent will not be reasonably withheld; provided, however, the Tenant, without the consent of the Landlord or Owner, may permit another agency of the State of Maine to occupy and use all or a portion of the Leased Premises.

7. **DAMAGE TO LEASED PREMISES:** The Tenant and Landlord agree that in the event of fire or other damage to the Leased Premises, the party first discovering the damage shall give immediate notice to the other party.

- (a) Repairs: In the event of damage to the Leased Premises that can be repaired within ninety (90) days:
 - (i) Landlord shall thereupon expeditiously, at Landlord's expense and in a good and workmanlike manner, undertake such repairs as are necessary to restore the Leased Premises to its previous condition; and
 - (ii) During the period Landlord is making repairs to the Leased Premises, the rent herein shall be abated in the proportion to the amount of space in the Leased Premises, which is not available to and usable by Tenant as a result of such loss and/or work.
- (b) Termination: In the event of damage to the Leased Premises that cannot be repaired within ninety (90) days, the Tenant, at its sole discretion, may terminate the lease without liability to Landlord and without further obligation to make rental payments.

8. **COVENANTS OF THE Tenant:** The Tenant agrees that it will:

- (a) Pay rent as set forth in Section 3;
- (b) Use and occupy the Leased Premises in a careful and proper manner;
- (c) Permit the Landlord or its agent upon adequate notice to enter the Leased Premises to inspect the same and to make such repairs as are necessary for the safety, comfort, and preservation of the Leased Premises except in the event of an emergency the Landlord may enter the Leased Premises without advance notice to the tenant;
- (d) Not commit nor suffer any waste on the Leased Premises;
- (e) Not permit any other person to carry on therein any offensive trade or business;
- (f) Not use the Leased Premises for any purpose other than a governmental purposes;

- (g) Not engage in any hazardous activity on the Leased Premises so as to substantially increase the cost or risk the cancellation of fire, casualty or liability insurance;
- (h) Peaceably quit and deliver up the Leased Premises to the Landlord at the termination of this lease in as good order and condition, reasonable wear, tear, and obsolescence and unavoidable casualties excepted, as they are in at the beginning of the term of this Lease and shall surrender all alterations, additions and improvements, except office furniture, fixtures and equipment put in at the expense of the Tenant;
- (i) Be responsible for any and all loss or damage caused to any and all personal property of the Tenant or under the control of the Tenant located, in, on, or about the Leased Premises, unless the loss or damage is as a result of the negligence or willful acts or omissions of the Landlord or Landlord's officers, agents or employees;

9. COVENANTS OF Landlord: The Landlord agrees that it will:

- (a) Maintain the Leased Premises consistent with Exhibit C, (including the roof, structural components, exterior of the building, HVAC system and HVAC preventive maintenance) and fixtures in good repair and tenantable condition during the term of this lease and any renewal or any holdover period. Maintenance, repairs, and painting will be done during non-work hours except in an emergency situation or as agreed to by the Tenant. If the Landlord does not commence repairs within a reasonable period of time seven (7) calendar days for health & safety matters or thirty (30) days for other Leased Premises repair matters after notification of the need for repairs or maintenance, the Tenant may, at its sole discretion, have the repairs made and charge the total repair amount to the account of the Landlord in the form of rent withheld during the next month or months;
- (b) Allow the Tenant to occupy the Leased Premises peaceably and free from the lawful claims of all other persons during the term of this Lease and any renewal or holdover period;
- (c) Pay all charges for electricity and/or fuel used for heating, hot water, air conditioning, ventilation, and exterior lighting used in the Leased Premises or on the grounds;
- (d) Provide and maintain the Leased Premises environment as described in the State's Operational and Environmental Requirements (Exhibit C) and Custodial Specifications (Exhibit F);
- (e) Provide property management services to the Leased Premises and meet with the Tenant's representative as necessary to review and discuss the condition of the Leased Premises (i.e. maintenance and janitorial issues);
- (f) Furnish and maintain walkways and public parking spaces in the Municipal parking lot adjacent to the Leased Premises; said parking area shall be paved, marked with lines, and provided with lighting (ANSI/IES Standards-Life Cycle Analysis

Requirements). Lines should be marked as needed or at least once every two years; and at least two (2) parking spaces (one for vans) shall be reserved for accessible with the recognized accessible symbol with appropriate signage;

- (g) Carry the following insurance during the Term of this Office Lease and any renewal term and extension thereof;
 - (i) "All Risk" insurance (including, without limitation, fire and extended coverage) on the Leased Premises in an amount equal to the replacement value of the Leased Premises;
 - (ii) General liability insurance, with limits of not less than two million dollars (\$2,000,000) per year and one million dollars (\$1,000,000) per occurrence; provided, however, that Tenant may specify higher limits, which higher limits shall be procured by Landlord within sixty (60) days after they are specified by the Tenant. Such general liability insurance (i) shall pertain specifically to the Leased Premises and shall not include other locations owned, leased, operated or maintained by Landlord; (ii) shall include as an additional insured any person undertaking any of Landlord's obligations hereunder; and (iii) shall further include contractual coverage for Landlord's indemnification obligations contained in this Lease;
 - (iii) All such insurance shall be written by reputable, financially responsible insurance carriers licensed to do business in Maine. At the commencement of the Term, and annually thereafter, Landlord shall have Landlord's insurance carrier(s) furnish Tenant with certificate(s) evidencing that all insurance required by this Lease has been secured and is being properly maintained. These certificates shall also specify the name(s) of the insurance carrier(s), policy number(s) and expiration date(s). Such policies also shall provide that in the event of cancellation or substantial change prior to expiration or termination of this Lease, Tenant will be given not less than thirty (30) days prior written notice by certified or registered mail of such cancellation or change. Landlord shall, on request, permit Tenant to examine original insurance policies;
- (h) Pay all charges for sewer and water services supplied to the Leased Premises;
- (i) Pay all taxes and other assessments on the Leased Premises;
- (j) Provide the courtroom, lobby, corridor and conference rooms with new carpet prior to July 1, 2023.

10. OTHER COVENANTS:

The Parties agree:

- (a) The Tenant may make interior alterations, improvements and attach fixtures in the premises, provided any alterations, improvements, or attachment of fixtures which

would affect the structural parts of the building or its heating, plumbing, or electrical systems, shall not be performed by the Tenant without the prior written consent of the Landlord and Owner;

- (b) The Tenant, with prior written consent of the Landlord and Owner, may attach informational signs in or upon the premises, provided attachment of informational signs to the exterior of the premises shall be performed in a workmanlike manner.

11. **COMPATIBLE Tenant:** The Landlord may not lease other space in the building without the written consent of the Tenant, which consent shall not be unreasonably withheld.

12. **QUIET ENJOYMENT:** Upon payment by the Tenant of the rent herein provided and upon observance and performance of all covenants, terms and conditions on the Tenant's part to be observed and performed, the Tenant shall be entitled to the beneficial use and peaceful enjoyment of the premises for the term thereof without hindrance or interruption by Landlord or any other person or persons, regardless of whether they are claiming by, through, or under the Landlord.

13. **STATE HELD HARMLESS:** The Landlord agrees to indemnify, defend and save harmless the State of Maine and the Tenant, its officers, agents and employees from any and all claims, defense thereof, and losses accruing or resulting to any person due to the negligence or willful acts or omissions of the Landlord. This indemnity obligation may be enforced only against the business entities and not against the individual entity owners.

14. **NON-APPROPRIATIONS:** This Office Lease is made subject to available budgetary appropriations and shall not create any obligation on behalf of the Tenant in excess of such appropriations. The Tenant agrees to use good faith efforts to seek appropriations in an amount sufficient to meet its obligations under this Lease. In the event that funds are not appropriated, or the amount of funds appropriated to the Tenant are reduced such that the Tenant determines that it cannot meet its obligations under this Lease, the Tenant, upon thirty (30) days written notice to Landlord, may terminate this Lease without further obligation to Landlord. This provision shall not be construed to permit the Tenant to terminate this Lease in order to enter into a new lease with a third party for similar premises for substantially the same purposes.

15. **MUNICIPAL ORDINANCES:** The parties acknowledge and agree that, in accordance with 5 M.R.S.A. § 1742-B, the Leased Premises shall comply with any applicable municipal ordinances governing the construction and alteration of buildings and shall be subject to any applicable inspections.

16. **NOTICES:** Any notices required hereunder shall be in writing and shall be sent certified mail, return receipt requested, addressed to Landlord or Tenant, as the case may be, at the addresses specified below or at such other address as a party may have specified by written notice hereunder.

LANDLORD:
Town of Bridgton
Municipal Building

TENANT:
Administrative Office of the Courts
P.O. Box 4820

Three Chase Street
Bridgton, Maine 04009

Portland, Maine 04112

17. **TERMINATION IN EVENT OF MATERIAL VIOLATION OR DEFAULT:** In the event of a material violation of the terms of this Office Lease by either party, and upon failure of that party to bring itself into compliance with the terms of this lease upon thirty (30) days notice of receipt of the violation by the other party, such other party shall have the right to terminate this lease upon a further thirty (30) days notice. The failure of either party to give notice of a material violation shall in no event constitute a waiver of any of the terms of this lease.

18. **MEMORANDUM OF LEASE:**

- (a) This Lease shall not be recorded.
- (b) Landlord agrees to execute a Memorandum of Lease in the form set forth in **Exhibit A** and, at its own expense, to record said Memorandum of Lease in the applicable County Registry of Deeds within ten (10) days after Tenant executes this Office Lease and provide a copy to the Tenant.
- (c) Landlord further agrees that in the event this Lease is amended, the Landlord shall, at Tenant's request, execute an amended Memorandum of Lease in a form acceptable to Tenant and shall record said amended Memorandum of Lease in the applicable County Registry of Deeds within ten (10) days after the Office Lease is amended and provide a copy to the Tenant.

19. **LAW GOVERNING:** This lease shall be governed by and construed in accordance with the laws of the State of Maine.

20. **SEVERABILITY:** The parties agree that if any provision of this lease is held to be invalid or unenforceable as applied to any person, party or circumstance, that such shall not in any way be construed to affect the validity or enforceability of the remaining provisions, as may be applied in any other circumstance or to any other person or party.

21. **INTERPRETATION:** The parties agree that no claim under this lease, or any defense to a claim, shall be based on the principle that any term or provision in the lease is ambiguous and should be construed against the drafter of the lease. The parties hereby acknowledge that they have consulted with counsel, or have had the opportunity to consult with counsel, prior to execution of the lease.

22. **WAIVER:** Payment of rent or sums due as additional rent hereunder, by the Tenant, with knowledge of breach by Landlord of the terms and conditions of this Office Lease shall not be deemed to be a waiver of any obligations of Landlord under the Lease. Failure of Tenant to complain of any act or omission on the part of the Landlord, no matter how long such may continue, shall not be deemed to be a waiver by Tenant of any of its rights. No waiver, express or implied, by Tenant at any time shall be deemed a waiver of a breach of any other

provision, clause, item, section or subsection of this Lease or a consent to any subsequent breach of the same or any other provision, clause, item, section or subsection.

23. BANKRUPTCY AND INSOLVENCY: If Landlord's leasehold estate shall be taken in execution, or by other process of law, or if any receiver or trustee shall be appointed for the business and property of Landlord, and if such execution or other process, receivership or trusteeship shall not be discharged or ordered removed within sixty (60) days after the Landlord shall receive actual notice thereof, or if Landlord shall be adjudicated a bankrupt, or if Landlord shall make a general assignment of its leasehold estate for the benefit of creditors, then in any such event, Tenant may terminate this lease by giving notice thereof to Landlord without further obligation to Landlord or Owner.

24. TOTALITY OF AGREEMENT: This Lease (together with the exhibits attached hereto) contains the entire agreement between the parties, and no changes or modifications to the terms hereof shall be valid unless in writing and signed by all parties.

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In WITNESS WHEREOF, this lease has been duly executed by the parties hereto as of the day and year first above written.

(Bridgton, Landlord HERE)

Chairman, Town Selectmen

Date

Then personally appeared the above named _____ whose title is _____ and acknowledged the foregoing instrument to be his/her free act and deed.

Notary Public

My Commission Expires

Date

(Tenant, Maine Judicial Branch HERE)

State Court Administrator

Date

Then personally appeared the above named James T. Glessner whose title is State Court Administrator and acknowledged the foregoing instrument to be his/her free act and deed.

Notary Public

My Commission Expires

Date

EXHIBIT A
Memorandum of Lease

The following is a Memorandum of Lease pursuant to Title 33 § 201, Maine Revised Statutes.

1. NAMES OF ALL PARTIES TO LEASE:

- a. The Landlord is: The Town of Bridgton
- b. The Tenant is: Maine Judicial Branch, Administrative Office of the Courts.

2. DESCRIPTION OF LEASED PREMISES: The Premises comprising of approximately 4,062 sq. ft. of office and 189 sq. ft. of storage space located at the Bridgton Municipal Building, 3 Chase Street, Bridgton, Maine.

3. DATE OF LEASE: July 1, 2020

4. TERM OF LEASE: Five (5) year lease beginning on July 1, 2020 and ending on June 30, 2025.

5. PROVISIONS RELATING TO RENEWALS OR EXTENSIONS:

Tenant has option to renew for two (2) terms of five (5) years each.

6. PROVISIONS RELATING TO OPTIONS TO PURCHASE: None

By: _____
(Chairman, Town Selectmen)

(Date)

**EXHIBIT B
Commencement Notice**

LANDLORD/OWNER: Town of Bridgton

TENANT: Maine Judicial Branch, Administrative Office of the Courts

**LOCATION: Bridgton Municipal Building, Three Chase Street, Bridgton,
Maine**

LEASE DATE: July 1, 2020

The undersigned hereby acknowledge and confirm that:

1. The five-year(s) term of the Office Lease shall commence on July 1, 2020 shall end on June 30, 2025, unless renewed in accordance with the terms of the Lease.

LANDLORD

Chairman, Town Selectmen

Date

TENANT

STATE OF MAINE

(James T. Glessner, State Court Administrator)

(Date)

EXHIBIT C
Covenants of Landlord and/or Owner
Environmental and Operational Maintenance Requirements

Section A Environmental Requirements: The Landlord and/or Owner is to provide and maintain the Leased Premises environment as described below:

(a) Clean and wash all interior and exterior cleanable/washable surfaces and repaint all painted surfaces in neutral colors agreeable to the Tenant once every five years (except where painting is visibly in disrepair in which case it may be required on a more frequent basis);

(b) Provide heating and air conditioning systems constructed in accordance with the BOCA Code (Chapter on Mechanical Equipment and Systems). Systems shall be capable of providing $72^{\circ} \pm 2^{\circ}\text{F}$ in heating mode and $76^{\circ}\text{F} \pm 2^{\circ}\text{F}$ in cooling mode. Temperature controls and zoning of systems air distribution shall be provided such that the maximum variation in temperature in the occupied spaces does not exceed 4°F .

No smoking is permitted within the Leased Premises by any person; if there is a shared HVAC system by the Tenant and other tenant (s), no smoking is permitted in any part of the premises sharing the HVAC system.

(c) Provide a safe environment relative to the following:

(i) Air Quality Standards:

(a) Landlord and/or Owner warrants that the premises occupied by Tenant's employees comply with statutory requirements for indoor air quality as set forth in 5 M.R.S.A. § 1742 (24), as may be amended from time to time, at the time of initial occupancy based upon the employee count, space uses and distribution.

(b) In the event that the referenced statutory requirements for indoor air quality are not met at any time during the term of this Office Lease, Landlord and/or Owner agrees to undertake corrective action within 30 days of notice of deficiency by the Tenant or the Maine Bureau of Labor Standards. The notice shall contain documentation of the deficiency, including objective analyses of the indoor air quality.

(c) Landlord and/or Owner and Tenant agree to meet as requested by either party and review concerns or complaints regarding indoor air quality issues. In the event of any issue (s) not being resolved to the mutual satisfaction of either party within 30 days of such meeting, an independent qualified and licensed professional shall be retained to prepare an objective analysis of air quality, mechanical systems and operations/maintenance procedures. Should the analysis support the complaint of the Tenant, the cost of the report and corrective actions shall be borne by the Landlord and/or Owner. Should the report fail to support any need for corrective action or be the result of changes in occupancy count or

space uses by the Tenant from the time of initial occupancy, the cost of the independent consultant shall be borne by the Tenant.

(d) Failure by the Landlord and/or Owner to correct identified deficiencies in meeting statutory requirements for indoor air quality standards upon completion of the procedures outlined is a material violation of the terms of the lease and the Tenant shall have the right to terminate the lease in accordance with Section 17.

(ii) Hazardous Materials:

(a) Landlord and/or Owner warrants that, to the best of its knowledge and belief, the premises are free of present or potential contamination which may impact the health or safety of the occupants; examples might be asbestos, lead or mold.

(b) The Landlord and/or Owner further warrants that all custodial, maintenance or other activities on the premises which are, or will be, conducted in compliance with applicable hazardous materials statutes and regulations including, but not limited to, as set forth in **Title 38 M.R.S.A. § 1301 et seq.** as may be amended from time to time.

(c) Provide an environment that is free of architectural barriers and complies with all Federal and State laws which protect people with disabilities including, but not limited to, the **Americans With Disabilities Act of 1990 (ADA)** as may be amended from time to time, and **The Maine Human Rights Act, M.R.S.A., Title 5 § 4551 et Seq. (MHRA)** as may be amended from time to time.

(d) Furnish all electrical power distribution, outlets and lighting in compliance with the most current-National Electrical Code standards. Fluorescent lighting fixtures throughout the premises shall be capable of providing illumination levels in accordance with **ANSI/IES Standards for Office Lighting** in effect on the date of this Office Lease. Lighting for exteriors and other applications shall conform to the recommended levels in the current IES Lighting Handbook in effect on the date of this Office Lease;

(e) Replace light bulbs and ballasts as necessary and maintain electrical outlets and electrical equipment;

(f) Provide for rapid ice and snow removal from steps, walkways, doorways, sidewalks and parking lots, including sanding as needed, to be accomplished prior to 7 A.M. on weekdays (or as needed during working hours if more than a two-inch (2") build-up of snow occurs). Piled snow shall be removed at the request of Tenant Facility Engineer. only when less than 40 parking spaces are available to the tenant are lost due to the snow piles;

(g) Cooperate with the Tenant to meet the requirements for waste reduction and recycling pursuant to 38 M.R.S.A. Sec. 2137 et seq. as may be amended from time

to time. Landlord shall provide waste disposal service at Landlord's expense and provide containers in an appropriate area on site for the temporary storage of recyclable materials. Landlord shall also, at Landlord's expense, be responsible for providing a dumpster and dumpster pad (if applicable) and pick-up of all non-recyclable materials;

Section B Operational Maintenance: The Landlord and/or Owner is to provide the following Operation Maintenance;

- (a) **HVAC Repair:** Operation, maintenance, and repair of the heating, ventilation, and air conditioning equipment and systems in compliance with Air Quality Standards specified in the lease (including air quality) including adjustment or balancing of the system as requested by the Tenant, replacement of filters quarterly, and cleaning of drip pans as necessary to avoid spore build-up. Operation and maintenance of remote control equipment. Testing of air quality as necessary.
- (b) **Plumbing:** Maintenance and repairs as required for plumbing systems, including hot water heaters, bathroom fixtures, and kitchen plumbing fixtures, including same day maintenance and repairs when possible.
- (c) **Electrical Repair:** Maintenance of and repairs to electrical system, including wiring, panels, submeters, outlets, switches, and lamping and ballasts, including same day maintenance and repairs when possible;
- (d) **Fire Systems, Alarms and Safety Equipment:** Annually test fire alarms in accordance with NFPA-72, National Fire Alarm Code. Semi-annually test emergency lighting units. Replace all emergency lighting battery packs as recommended by manufacturer. Provide and maintain an adequate number of approved fire extinguishers and exit signs (BOCA Code, section 824);
- (e) **Interior Building Maintenance:** Maintenance of and repairs to doors, walls, partitions, window interiors, carpets, ceiling tiles, and other miscellaneous repairs to the inside of the Building.
- (f) **Exterior Building Maintenance:** Maintenance of and repairs to exterior walls, windows, screens, and to interior items caused by leaks, weather and other causes in these areas.
- (g) **Roof:** Regular inspection and maintenance of roof, including cleaning of roof drains, gutters, and scuppers on a regular basis. Control of snow and ice build-up on roof. Flashings and other roof accessories should be observed for signs of deterioration. If interior leaks are detected, the cause should be determined and a solution implemented as quickly as possible to prevent damage to interior finishes. All dampened insulation and ceiling tiles must be replaced within three (3) business days. Inspect annually seams, especially at curbs, parapets, and other places prone to leaks; investigate any ponding, etc. All work on the roof conducted so as to maintain roof warranty.

- (h) **Exterior Lighting Maintenance:** Maintenance of and repairs to exterior lighting fixtures and bulbs, including same day maintenance and repairs when possible.
- (i) **Grounds:** Maintain shrubbery, trees, ground coverings, and fencing on premises. Routinely inspect for decaying plants and cleanliness of areas. Annually mulch grounds, collect leaves, and replace foliage if necessary. During summer months, mow/trim grass as necessary to maintain manicured appearance.
- (j) **Miscellaneous Maintenance Services and Supplies:** Various services and items, including hardware, pest control, ant traps, plumbing, electrical, HVAC and buildings maintenance supplies that are too minor (but common to facility management) to include specific categories.

EXHIBIT D

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EXHIBIT E

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EXHIBIT F

CUSTODIAL SERVICE SPECIFICATIONS

CLEANING SPECIFICATIONS:

DAILY: Monday-Friday

- Complete hygienic cleaning of rest rooms: replace 2 ply toilet tissue, 2 ply paper towels, hand soap, urinal tablets, etc.
- Empty waste baskets; collect trash; the contractor will be responsible for physically removing and disposing of trash from the facility daily.
- Vacuum carpet: remove spots by cleaning or shampooing as necessary.
- Sweep, dry mop or vacuum and damp mop all non-carpeted floors (includes stairwells).
- Clean sinks, counters, tables and chairs in the interview rooms, conference rooms and lobby areas.
- Wash door glass, interior windows and glass walls.
- Clean and disinfect all water fountains.
- Break down all cardboard boxes and remove them to the recycling area.
- Collect recyclable paper/products and remove to recycling bins.
- Police entrances to building; pick up trash, cigarette butts, etc.
- Keep custodial closets clean and free of odors.
- Maintain/clean all entry floor mats and runners.

WEEKLY:

- Low and mid-level dusting (up to 6 feet).
- Clean the exterior of the refrigerators and microwave ovens in the employee lounges (kitchen).
- Machine buff/polish tiled floor areas.
- Clean sinks, counters, tables and chairs in the employee lounges (kitchens).

MONTHLY:

- Wash desks and table tops (if cleared).
- Vacuum and damp wipe air intake and exhaust grills.
- High level dusting (above 6 feet).
- Meet with Owner's Representative for walk-through of facility.

QUARTERLY: (March, June, September, December)

- Wash all reception and interview room chairs.
- Metal cleaning and polishing.
- Shampoo/clean high traffic carpet areas using professional cleaning equipment with a minimum temperature of 140 degrees F.

SEMI-ANNUALLY: (May And November)

- Strip, seal, and refinish tile floor areas, cleaning baseboards afterwards.
- Shampoo/clean carpet using professional cleaning equipment with a minimum temperature of 140 degrees F.
- Wash inside and outside of exterior windows, vacuum vertical window treatments.

ANNUALLY:

- Wash file cabinets and bookcases. (December)
- Wash light fixtures and lenses. (June)
- Vacuum systems furniture panels/partitions. (July)

AS NEEDED / REQUESTED:

- Spot clean walls, system furniture partitions, vertical window treatments and woodwork as needed.

CUSTODIAL SERVICES GENERAL SPECIFICATIONS AND STANDARDS OF SERVICE

A. Description of Work: The work to be accomplished consists of performing custodial services according to specific frequencies listed. Frequency may not be decreased without written approval/acceptance by the Tenant Representative.

B. General Relationship:

Any employee of the Landlord and/or Owner's Provider who may, in any manner, be unsatisfactory to the State (either because of dress, mannerisms, crude habits, criminal records or other reasons) shall immediately be replaced by another employee upon request of the State.

The Landlord and/or Owner's Provider, or any of its representatives or agents agree to treat with the strictest confidence any and all material information, written/verbal or otherwise kept or maintained in the premises being cleaned. Any violation of this confidentiality will make the contract with the Landlord and/or Owner's Provider null and void immediately.

If, in the judgment of the Tenant Representative, the appearance of the area under contract does not meet the standards and services as set forth herein, it will be the Landlord and/or Owner's Provider responsibility to take immediate corrective action.

C. Supplies and Equipment: The Landlord and/or Owner's Provider will furnish all supplies and equipment for accomplishment of all work. Landlord and/or Owner's Provider equipment shall be of the size and type suitable for accomplishing the various phases of work described and/or needed.

The Landlord and/or Owner's Provider will only be allowed what storage and supply areas are now available and the State will in no way be responsible for lost, damaged or stolen equipment or materials.

1. **Materials and Supplies:** The Landlord and/or Owner's Provider shall furnish all materials and supplies required including, but not limited to, hand soap, paper towels, toilet paper, interior and exterior entry mats, plastic liners, sanitary napkins and tampons (when dispensers are provided) and personal seat covers and dispensers.

Fixture deodorant/sanitizers or other odor masking materials are not acceptable.

D. Landlord and/or Owner's Provider Personnel:

1. Landlord and/or Owner's Provider employees shall not utilize or operate State-owned equipment of any type without specific authorization of the Tenant Representative. This is to include, but is not limited to, all office machines, telephones, etc.
2. The Tenant will perform a full background check on all personnel to assure the

State that all employees are of good character. The Landlord and/or Owner's Provider shall employ only personnel skilled or capable of becoming skilled in janitorial work, and passing a full background check to the Tenant's satisfaction. Contractor's personnel will notify the Tenant Representative of inoperative water fixtures, lights, commodes, damage to buildings and fixtures, or any vermin such as cockroaches, water bugs, silver fish, mice, rats, etc.

3. **Safety:** The Landlord and/or Owner's Provider shall be responsible for instructing employees in safety measures considered appropriate. The Landlord and/or Owner's Provider shall not permit placing or use of mops, brooms, or equipment in traffic lanes or other locations in such manner to create safety hazards and shall provide appropriate warning signs for slippery floor areas caused by cleaning or waxing operations. Landlord and/or Owner's Provider employees shall be required to interrupt their work at any time to allow passage of personnel. Landlord and/or Owner's Provider must comply with all Federal or State safety laws and regulations (including OSHA/MSDS requirements).
4. Landlord and/or Owner's Provider employees shall be provided with appropriate name tag identifying the person and employer. They will be properly displayed during working hours.

E. Inspection by the State: The Tenant Representative will tour the facilities quarterly with the Landlord and/or Owner's Provider or representative and review the State's check rating form to determine future corrective action required, if any.

F. Standards: The following standards shall be used in evaluating custodial services:

Dusting - A properly dusted surface is free of all dirt and dust, dust streaks, lint and cobwebs.

Plumbing Fixtures and Dispenser Cleaning - Plumbing fixtures and dispensers are clean when free of all deposits and stains so that item is left without dust streaks, film, odor or stains.

Sweeping - A properly swept floor is free of all dirt, dust, grit, lint, and debris except imbedded dirt or grit.

Spot Cleaning - A surface adequately spot cleaned is free of all stains, deposits, and is substantially free of cleaning marks.

Damp Mopping - A satisfactorily damp mopped floor is without dirt and dust, marks, film, streaks, debris, and standing water.

Metal Cleaning - When cleaned, all surfaces are without deposits or tarnish, and with a uniformly bright appearance. Cleaner is removed from adjacent surfaces.

Glass Cleaning - Glass is clean when all accessible glass surfaces are without streaks,

film, deposits, and stains and has a uniformly bright appearance and adjacent surfaces have been wiped clean. Extreme care and correct materials must be used to avoid damage and scratching on all surfaces.

Finish Removal - Finish removal is accomplished when surfaces have all finish dirt removed down to the floor material, floor is left free of all dirt, stains, deposits, debris, cleaning solution, and standing water, and the floor has a uniform appearance when dry. Plain water rinse and pickup must follow removal operation immediately.

Scrubbing - Scrubbing is satisfactorily performed when all surfaces are without imbedded dirt, cleaning solution, film, debris, stains, marks, and standing water in all areas and floor has a uniformly clean appearance. A plain water rinse must follow the scrubbing process immediately.

Light Fixture Cleaning - Light fixtures are clean when all components, including bulbs and tubes are without insects, dirt, lint, film, and streaks. All articles removed must be replaced immediately.

Buffing of Finished Surfaces - Finished surfaces shall be buffed sufficiently to obtain maximum gloss, and have a uniform appearance free of surface dirt.

Baseboard Cleaning - After cleaning, the surfaces of all baseboards (wood, resilient, ceramic) will have a uniformly clean appearance, free from dirt, stains, streaks, and cleaning marks.

G. Services: The following services shall be performed to comply with the herein before specified standard:

Cleaning Toilet Rooms - This work includes cleaning all plumbing fixtures, lavatories, toilet bowls, dispensers, wainscots, doors, and stall partitions as required, and filling all paper/soap dispensers as needed. Scouring powder may be used on plumbing fixtures or may be used for water closets and urinals, if required, on approval by the Owner's Representative. All stains or spots shall be removed from wainscots or stall partitions, using a damp cloth with detergent. Floors shall be dry-swept and damp mopped daily using a germicide.

Cleaning Slop Sinks, Vending Machines and Drinking Fountains - All items will be cleaned using detergent or scouring powder, if required. Cabinets or water chillers shall be wiped clean with a damp cloth. Any spillage on floors or walls adjacent to fixture shall be wiped clean with a damp cloth.

Sweeping - All tile, wood, or concrete floors, stairways, landings, and stoops shall be swept with brush or mop or mechanical brush-vacuum sweeping without damage or disfigurement of furniture, doors, or base trim. Oil treated mops or sweeping compounds shall not be used. Dust, dirt, and debris shall be removed to receptacles

provided for this purpose on the building exterior. Reset furniture upon completion of sweeping.

Vacuuming - Carpeting and furniture shall be vacuumed and the dirt, dust and debris removed to receptacles provided by the Contractor on the building exterior. Spots shall be removed from rugs and carpets as they occur. A commercial/industrial vacuum cleaner equipped with a HEPA filter must be utilized.

Carpet Shampooing - Carpeting shall be cleaned by self-contained equipment capable of providing 50 PSI (pounds per square inch) of cleaning solution with an extractor capable of 100 inches of water lift and shall use water with a minimum temperature of 140 degrees F. Turbo drying of the shampooed carpet shall be performed utilizing a high speed fan(s). Bonnet cleaning is NOT acceptable (other than for spot cleaning).

Damp Mopping Floors - Damp mop all resilient tile floors, terrazzo, quarry tile, ceramic tile, and concrete floors, including stairs and landings, using cotton or sponge mops, appropriate stain removal agents, unheated water and detergent, if required, using as small amount of water as possible. Follow with clean water rinse and pick up again using as small amount of water as possible. Where floor drain exists, water will be added periodically to prevent traps from becoming dry.

Floor Scrubbing - Scrub floors by use of deck brush, cylindrical or disc type machine or automatic machine scrubber and detergent solution using as small amount of water as possible followed by plain water rinse and pick up. This scrubbing will be followed by the application of a floor finish system applied in accordance with the manufacturer's specifications. Baseboards shall be thoroughly cleaned after buffing,

Finish Removal - Removal or stripping of all finish down to the flooring material, using compound specifically prepared for this purpose, with steel wool or brush agitation as required, followed by rinsing with plain water to remove all finish material, solution, dirt and film from baseboard edge to baseboard edge.

Floor Waxing and Finishing - All floor waxes or finishes (i.e., carnauba, acrylic, polymeric) will be compatible with floors on which applied and shall be applied in accordance with the manufacturer's recommendations.

Floor Touchup - Application of finish material and buffing in heavy traffic areas between primary refinishing as required.

Buffing - All finished and terrazzo floors shall be buffed periodically to remove traffic marks, heavy soil, etc., to be followed by sweeping, vacuuming, or dust mopping to pick up loose residue.

Turned Out Lights - Turn off all lights when not in use. Only specific areas being worked in will be illuminated.

Dusting Horizontal Surfaces Other Than Furniture, Fixtures, and Equipment - Dust with treated dust cloth or vacuum all horizontal surfaces of windows, window ledges, radiators, stair rails, baseboards, tops of acoustical panels, and other horizontal surfaces.

Glass Cleaning - Clean all mirrors, glass cases, desk tops, windows and glass at building entrances using plain water or cleaning solution prepared for the purpose. Adjacent trim shall be wiped clean with a damp cloth. Scouring powder shall not be used.

Metal Cleaning and Polishing - Hardware, cigarette urns, bars on doors, kick plates, and all other bright work shall be polished using approved polishing compound.

Dusting Interior Walls and Ceilings - Beginning at the highest point, dust shall be first removed from all surfaces and exposed overhead pipes and equipment with untreated dusters or by vacuuming. Cobwebs shall be removed with an upward stroke to avoid streaking.

Cleaning Doors and Trim - Clean doors and adjacent trim not otherwise cleaned.

Cleaning Light Fixtures - Dust all accessible components of light fixtures, including bulbs and tubes with a cloth or yarn duster. On a rotation basis, each fixture shall be washed not less than once per year.

Empty Recycling Bins - Empty all recycle bins, when recycling program is practiced, located in corridors and other areas where specifically noted and remove recycled (paper, cardboard, etc.) items from building or deposit in collection facility/area provided for this purpose.

Empty Waste Receptacles - Empty all waste receptacles located in corridors and other areas where specifically noted and remove trash from building and deposit in collection facilities provided for this purpose.

Washing Waste Receptacles - Wash all waste receptacles to keep in sanitary condition. Washing shall be accomplished with brush and detergent solution. Use of cleaning agents harmful to paint or receptacle material will not be permitted. Receptacles will be left free of deposits, dirt, streaks.

Cleaning and Polishing Furniture - Wood and finished metal surfaces shall receive furniture polish with rubbing as necessary for cleaning, followed by polishing with a clean, dry cloth or electric buffer. Leather coverings shall be thoroughly cleaned with a combination cleaner and polish followed by polishing with a clean, dry cloth.

When cleaned or polished, all surfaces shall be of uniform appearance, free of deposits, streaks or film. All spillage shall be wiped clean with a damp cloth.

Vacuum All Upholstered Furniture - Vacuum all upholstered surfaces to remove dust and lint (includes acoustical panels/systems furniture partitions).

Mat Cleaning - Remove mats at entrances and remove all dirt and dust deposits underneath. Clean mats and replace in proper location.

CERTIFICATE OF COMMITMENT OF SEWER USER RATES
COMMITMENT #251

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 1**, required by local and State Law to pay a sewer rate to the municipality, for the **period beginning 1 February 2021 and ending 30 April 2021**. This list is comprised of 2 pages which are attached to this certificate.

The date on which the rates included in this list are **due and payable is 26 June, 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 \$ 8,462.52**. 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 **25th day of May 2021**.

Liston E. Eastman

Glenn R. Zaidman

Carmen Lone

G. Frederick Packard

Paul Tworog

Billing Edit Report

Seq	Previous	Current	Cons	Water	Sewer	Total	Acct	Name	Location
Book #	1								
*1	1476900	1482500	5600	0.00	1,479.84	1,479.84	198	HILL STREET TERRACE HOUSING CORPORATION 0014-0077	42 WAYSIDE AVE.
*2	12100	12200	100	0.00	102.29	102.29	206	WHERE ITS AT LLC 0023-0019	4 NULTY ST.
*3	28800	29100	300	0.00	109.27	109.27	207	BRIDGTON PUBLIC LIBRARY 0023-0145	1 CHURCH ST.
*4	126100	128100	2000	0.00	959.00	959.00	208	HAYES JR., ALLEN S 0023-0015	112 MAIN ST.
*5	24200	24610	410	0.00	310.71	310.71	209	HEBB, HENRY; ETAL 0023-0146	109 MAIN ST.
*6	233500	241000	7500	0.00	360.55	360.55	210	HAYES JR., ALLEN S 0023-0014	118 MAIN ST.
*7	171000	175900	4900	0.00	665.01	665.01	211	108 MAIN STREET, LLC 0023-0012	108 MAIN ST.
*8	0	0	0	0.00	197.60	197.60	9683	N.F.I. North, Inc.	7 Nulty Street
*9	232700	235600	2900	0.00	694.01	694.01	213	BROWN, C N 0022-0094	93 MAIN ST.
*10	24260	25940	1680	0.00	1,244.23	1,244.23	217	CHALMERS BROTHERS, LLC 0022-0092	88 MAIN ST.
*11	3000	3000	0	0.00	197.60	197.60	219	EVERGREEN, JUDITH A 0022-0096	63 MAIN ST.
*13	30987	35987	5000	0.00	569.70	569.70	220	WILE, TIMOTHY S 0022-0090	76 MAIN ST.
*14	77000	77400	400	0.00	211.56	211.56	785	C & P NEW HORIZONS, LLC 0022-0091	82 MAIN ST.
*15	7585	7585	0	0.00	98.80	98.80	221	EVERGREEN, JUDITH A 0022-0097	59 MAIN ST.
*16	170800	175500	4700	0.00	1,053.23	1,053.23	225	LAKE VIEW SUITES, LLC 0022-0099	2 WALKER ST.
*17	36870	37000	130	0.00	103.34	103.34	4091	THE CARRY ALL CORNER, LLC 0023-0147	103 MAIN ST.
*18	13020	13220	200	0.00	105.78	105.78	4092	THE CARRY ALL CORNER, LLC 0023-0147	103 MAIN ST.

Book 1 Total:	0.00	8,462.52	8,462.52
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Total:	0.00	8,462.52	8,462.52
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Consumption Report

- - - - Sewer - - - -

Book	SEWER	RESRV	EDU	4	5	6	7	8	9	Total
1	35,820	0	0	0	0	0	0	0	0	35,820
Total:	35,820	0	0	0	0	0	0	0	0	35,820

Calculation Summary Report

<u>Water</u>		<u>Sewer</u>	
Override	0.00	Override	0.00
Flat	0.00	Flat	0.00
Units	0.00	Units	7,212.40
Consumption	0.00	Consumption	1,250.12
Miscellaneous	0.00	Miscellaneous	0.00
Adjustments	0.00	Adjustments	0.00
Tax	0.00	Tax	0.00
Total	0.00	Total	8,462.52

User Category Summary

Category	<u>Water</u> Count	Cons	Amount	Category	<u>Sewer</u> Count	Cons	Amount
				1 SEWER METER	17	35820	8,462.52

TOWN OF BRIDGTON

MEMO

TO: Board of Selectmen
FROM: Laurie L. Chadbourne, Town Clerk
RE: Victualer's Licenses
DATE: May 20, 2021

▪ **Maine Lobster Express**

7 Main Street

Victualer's License

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

▪ **Ruby Food**

160 Main Street

Victualer's License

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

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

**SAMPLE BALLOT
STATE OF MAINE
ANNUAL TOWN MEETING
FOR THE TOWN OF BRIDGTON
JUNE 8, 2021**

Instructions to Voters

- ♦ To vote for the candidate of your choice, fill in the oval to the left, like this: ☐
- ♦ To vote for a write-in candidate, fill in the oval to the left of the write-in space and write in the person's name.
- ♦ To have your vote count, do not erase or cross out your choice.
- ♦ If you make a mistake, ask for a new ballot.

**BOARD OF SELECTMEN
3 YEAR TERM
VOTE FOR TWO (2)**

☐ KIDDER, JAMES W.

☐ KING, BERNARD N., JR.

☐ LONE, CARMEN E.

☐ MCHATTON, ROBERT J., SR.

☐Write-In

☐Write-In

**PLANNING BOARD
3 YEAR TERM
VOTE FOR TWO (2)**

☐ HARDEN, DANIEL J.

☐ MADSEN, ROLF P.

☐ MILLER, DEANNA P.

☐Write-In

☐Write-In

**PLANNING BOARD
ALTERNATE
3 YEAR TERM
VOTE FOR ONE (1)**

☐Write-In

**PLANNING BOARD
ALTERNATE
1 YEAR TERM
VOTE FOR ONE (1)**

☐ DIPIETRO, CATHERINE S.

☐Write-In

**MSAD 61 DIRECTORS
3 YEAR TERM
VOTE FOR TWO (2)**

☐ BEULER, KIMBERLY A.

☐ MENEGONI, SHARON

☐ SWANSON MURPHY, KARLA J.

☐Write-In

☐Write-In

**WATER DISTRICT TRUSTEE
3 YEAR TERM
VOTE FOR ONE (1)**

☐ PERREAULT, TODD E.

☐Write-In

Question 1. Shall an ordinance entitled, "Amendments to the Disorderly House Ordinance," be enacted?

(Note: Copies of the text of the ordinance are available from the Town Clerk.)

☐ Yes

☐ No

Question 2. Shall an ordinance entitled, "Amendments to the Nudity Ordinance," be enacted?

(Note: Copies of the text of the ordinance are available from the Town Clerk.)

☐ Yes

☐ No

Question 3. Shall an ordinance entitled, "Amendments to the Town of Bridgton Land Use Ordinance to Modify Certain Dimensional Requirements," be enacted?

(Note: Copies of the text of the ordinance are available from the Town Clerk.)

☐ Yes

☐ No

Question 4. Shall an ordinance entitled, "Amendments to the Town of Bridgton Land Use Ordinance to Allow-Uses Similar to Other Allowed Uses," be enacted?

(Note: Copies of the text of the ordinance are available from the Town Clerk.)

☐ Yes

☐ No

Question 5. Shall an ordinance entitled, "Amendments to the Town of Bridgton Land Use Ordinance to Modify Landscaping Requirements in the IC, OC, and MUC Districts," be enacted?

(Note: Copies of the text of the ordinance are available from the Town Clerk.)

☐ Yes

☐ No

Question 6. Shall the Town vote to appropriate the sum of \$3,719,129.00 from Anticipated Revenues, the Unassigned Fund Balance, Bridgton Trust Fund and Moose Pond Trust Fund to reduce property taxes for the 2021/2022 fiscal year?

Board of Selectmen Recommend a YES vote.

☐ Yes

☐ No

Question 7. Shall the Town vote to raise and appropriate the sum of \$3,347,017.00 for the cost of General Government to include Contingency and Long-Term Debt?

Board of Selectmen Recommend a YES vote.

☐ Yes

☐ No

Question 8. Shall the Town vote to raise and appropriate the sum of \$1,713,569.00 for the cost of Public Safety?

Board of Selectmen Recommend a YES vote.

☐ Yes

☐ No

Question 9. Shall the Town vote to raise and appropriate the sum of \$2,871,405.00 for Public Works and Capital Expenditures/Other Services?

Board of Selectmen Recommend a YES vote.

☐ Yes

☐ No

Question 10. Shall the Town vote to raise and appropriate the sum of \$16,500.00 for the cost of annual stipends for the Board of Selectmen and Planning Board?

Board of Selectmen Recommend a YES vote.

☐ Yes

☐ No

VOTE BOTH SIDES

<input type="radio"/> Yes <input type="radio"/> No	Question 11. Shall the Town vote to raise and appropriate the sum of \$62,550.00 for Outside Agencies? <i>Board of Selectmen Recommend a YES vote.</i>
<input type="radio"/> Yes <input type="radio"/> No	Question 12. Shall the Town vote to raise and appropriate the sum of \$193,937.00 for Outside Services? <i>Board of Selectmen Recommend a YES vote.</i>
<input type="radio"/> Yes <input type="radio"/> No	Question 13. Shall the Town vote to raise and appropriate the sum of \$893,406.00 for County Fees and Taxes? <i>Board of Selectmen Recommend a YES vote.</i>
<input type="radio"/> Yes <input type="radio"/> No	Question 14. Shall the Town vote to appropriate the sum of \$198,767.00 from the Community Development Block Grant for community development projects approved by the Board of Selectmen? <i>Board of Selectmen Recommend a YES vote.</i>
<input type="radio"/> Yes <input type="radio"/> No	Question 15. Shall the Town vote to appropriate, and authorize the Board of Selectmen to expend, up to \$259,096.00 from the Route 302 Tax Increment Development Program for the purposes of that program? <i>Board of Selectmen Recommend a YES vote.</i>
<input type="radio"/> Yes <input type="radio"/> No	Question 16. Shall the Town vote to fix the date when property taxes become due and payable with the first quarter payment being due and payable on August 15, 2021; second payment being due and payable on November 15, 2021; third payment being due and payable on February 15, 2022; fourth payment being due and payable on May 15, 2022 and that an interest rate of 8% per annum be charged on all unpaid taxes after these dates until those taxes are paid in full (36 MRS § 505.4)?
<input type="radio"/> Yes <input type="radio"/> No	Question 17. Shall the Town vote to set an interest rate of 2% as the rate to be paid to taxpayers who pay amounts in excess of amounts finally assessed and authorize any such interest paid or abatements granted to be charged against the annual overlay (36 MRS § 506)?
<input type="radio"/> Yes <input type="radio"/> No	Question 18. Shall the Town vote to fix the rate of interest on delinquent wastewater charges at 6% interest per annum?
<input type="radio"/> Yes <input type="radio"/> No	Question 19. Shall the Town vote to authorize the Tax Collector to accept pre-payment of taxes not yet due or assessed (36 MRS § 506)?
<input type="radio"/> Yes <input type="radio"/> No	Question 20. Shall the Town vote to authorize the Board of Selectmen to enter into boundary line agreements with abutting property owners to establish the boundary line of any property of the Town, including the boundary lines of the rights-of-way of roads?
<input type="radio"/> Yes <input type="radio"/> No	Question 21. Shall the Town vote to authorize the Board of Selectmen to waive the foreclosure of a tax lien mortgage pursuant to 36 MRS § 944 upon a finding by the Board of Selectmen that ownership of the property subject to the lien would be contrary to the Town's best interest?
<input type="radio"/> Yes <input type="radio"/> No	Question 22. Shall the Town vote to authorize the Board of Selectmen, on behalf of the Town, to sell and dispose of any real estate acquired by the Town for non-payment of taxes thereon, on such terms as they deem advisable, and to execute quitclaim deeds for the property; with property to be disposed of by written policy and on terms the Board of Selectmen deem advisable, except that the Municipal Officers shall use the special sale process required by 36 MRS § 943-C for qualifying homestead property if they choose to sell it to anyone other than the former owner(s)?
<input type="radio"/> Yes <input type="radio"/> No	Question 23. Shall the Town vote to authorize the Board of Selectmen, on behalf of the Town, to sell and dispose of any real estate acquired by the Town for non-payment of wastewater assessments thereon, on such terms as they deem advisable, and to execute quitclaim deeds for the property; property to be disposed of by written policy and on terms the Board of Selectmen deem advisable?
<input type="radio"/> Yes <input type="radio"/> No	Question 24. Shall the Town vote to authorize the Board of Selectmen to sell Town-owned land that the Board of Selectmen has determined to be surplus, other than land acquired for non-payment of taxes or wastewater assessments, and to conduct the sale of such land by sealed bid, public auction or through an agent or multiple listing, whichever the Board of Selectmen deems to be in the best interest of the Town; and to deliver a quitclaim deed to the successful purchaser; provided that at least 30 days prior to selling, or obligating the Town to sell, such surplus land, the Town shall mail written notice to the abutters at their addresses on file with the Town, give notice on the Town's website, post at least one notice on a social media platform used by the Town, and publish at least one notice in a newspaper of general circulation in the Town? The net proceeds of any sale shall be deposited into the Town's general fund.
<input type="radio"/> Yes <input type="radio"/> No	Question 25. Shall the Town vote to authorize the transfer of all unexpended balances to fund balance, excepting those carried forward funds, and to authorize any overdrafts that may occur in the Town operations in the 2021/2022 fiscal year to be taken from fund balance?
<input type="radio"/> Yes <input type="radio"/> No	Question 26. Shall the Town vote to authorize the Board of Selectmen to sell or dispose of equipment that is no longer of any use, or is unusable?
<input type="radio"/> Yes <input type="radio"/> No	Question 27. Shall the Town vote to authorize the Board of Selectmen and Treasurer, on behalf of the Town, to accept gifts, real estate, and funds, including trust funds, that may be given or left to the Town?
<input type="radio"/> Yes <input type="radio"/> No	Question 28. Shall the Town vote to authorize the Board of Selectmen to apply for and accept grants on behalf of the Town, and to expend the proceeds thereof for the purposes for which they are received, provided that the terms of the grants do not require the Town to expend other funds which have not been appropriated by the Town?
<input type="radio"/> Yes <input type="radio"/> No	Question 29. Shall the Town vote to participate in the Cumberland County Housing and Community Development Programs of the Federal Department of Housing and Urban Development, including but not limited to the Community Development Block Grant Program (CDBG) and the HOME Program; to designate its population to be included in the calculation of Cumberland County's funds by the U.S. Department of Housing and Urban Development and to authorize the Board of Selectmen to execute an agreement with Cumberland County to formalize the same?
YOU HAVE COMPLETED VOTING	

**CERTIFICATION OF PROPOSED ORDINANCE ENTITLED "AMENDMENTS TO THE
DISORDERLY HOUSE ORDINANCE" AND ORDER**

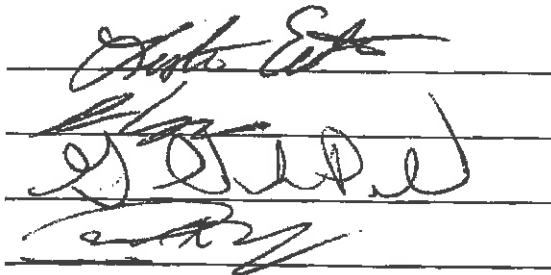
The municipal officers of the Town of Bridgton hereby **CERTIFY** to the municipal clerk of the Town of Bridgton, pursuant to 30-A M.R.S. § 3002, that attached hereto is a true copy of the proposed ordinance entitled "Amendments to the Disorderly House Ordinance" to be voted on at a referendum election of the Town of Bridgton on June 8, 2021 under the following secret ballot question:

Question 1. Shall an ordinance entitled "Amendments to the Disorderly House Ordinance" be enacted?

(Note: Copies of the text of the ordinance are available from the Town Clerk.)


BE IT FURTHER ORDERED, pursuant to 30-A M.R.S. § 3002(1), that the municipal clerk shall keep this certified copy as a public record and shall make copies of said proposed ordinance available for distribution to the voters of the Town of Bridgton from the time of this certification. Copies of said proposed ordinance shall also be attested by the municipal clerk and posted in the same manner as the warrant calling the referendum election on June 8, 2021 and shall be made available to the voters at the referendum election on June 8, 2021.

Dated: March 23, 2021



A majority of the municipal officers
of the Town of Bridgton

A true copy of the proposed ordinance entitled "Amendments to the Disorderly House Ordinance" is attached hereto.

Attest: 
Laurie Chadbourne, Town Clerk
Town of Bridgton

RETURN

Cumberland County, ss.

State of Maine

I certify that I have posted an attested copy of the proposed ordinance entitled "Amendments to the Disorderly House Ordinance" at

_____ Town Office, 3 Chase Street, Suite 1

Town Hall, 26 North High Street

www.bridgtonmaine.org

being conspicuous public places within the Town of Bridgton on May 7, 2021, which is at least seven (7) days next prior to the date of the June 8, 2021 referendum election.

Laurie Chadbourne

Laurie Chadbourne, Town Clerk
Town of Bridgton

Town of Bridgton

Ordinance to Control Disorderly Houses

Amendments to the Disorderly House Ordinance



Enacted 06/12/2007
Proposed Amendments to the Disorderly House Ordinance 06/08/2021

Article 3. Question 1. Shall an ordinance entitled, "Amendments to the Disorderly House Ordinance," be enacted?

(Note: Copies of the text of the ordinance are available from the Town Clerk.)

**TOWN OF BRIDGTON, MAINE
ORDINANCE TO CONTROL DISORDERLY HOUSES**

ARTICLE I. PURPOSE

The purpose of this Ordinance is to protect the health, safety, and welfare of Bridgton residents by controlling persistent unlawful and nuisance activities occurring on residential properties without penalizing victims of crime or violence or deterring victims from seeking assistance or protection from law enforcement.

ARTICLE II. AUTHORITY

This Ordinance is adopted and hereafter amended pursuant to 30-A M.R.S. § 3001 et seq.

ARTICLE III. ADMINISTRATION

This Ordinance shall be administered by the Town of Bridgton Select Board (the "Select Board") and the Town of Bridgton Police Chief (the "Police Chief").

ARTICLE IV. DEFINITIONS

Section 4.1 Disorderly Event means any one or more of the following situations created, originating, or conducted on a Residential Property which would unreasonably disturb an ordinary individual of normal sensitivities at or beyond the property line of the Residential Property:

- A. Excessively loud music or noise;
- B. Activating a device, or exposing a substance, that releases noxious and offensive odors; or
- C. Engaging in fighting without being licensed or privileged to do so.

Section 4.2 Disorderly House means any Residential Property to which law enforcement officers have been dispatched, in response to complaints or on their own initiative, three (3) or more times in any sixty (60) day period, and if three (3) or more such dispatches are substantiated Disorderly Events pursuant to Article V.

Section 4.3 Mixed-Use Building means a building used for any non-residential purpose that also contains a residential occupancy therein.

Section 4.4 Residential Property means:

- A. Any parcel of land on which a residential building or Mixed-Use Building is located;
- B. Any residential building, including single-family dwellings, multi-family dwellings, rooming houses, or boarding houses; or
- C. Any residential occupancy in a Mixed-Use Building.

ARTICLE V. DOCUMENTATION AND CLASSIFICATION OF DISORDERLY EVENTS

The Bridgton Police Department shall document all disturbance complaints and law enforcement officer dispatches, whether arising in response to a disturbance complaint or on the initiative of a

law enforcement officer, relating to conduct that may qualify as a **Disorderly Event**, as defined herein. The Police Chief shall review all such documentation and classify each such dispatch as either a substantiated Disorderly Event or as an unsubstantiated complaint or observation; *provided, however*, that the Police Chief shall not classify any such dispatch as a substantiated Disorderly Event if the dispatch arose from a disturbance complaint that was made by or on behalf of a potential victim of violence or crime in order to seek police assistance or protection for the complainant or for a resident of the affected Residential Property, including but not limited to protection from domestic violence.

ARTICLE VI. NOTICE OF CLASSIFICATION OF DISORDERLY EVENT

Whenever the Police Chief classifies a dispatch as a substantiated Disorderly Event pursuant to Article V, the Police Chief shall notify the owner, property manager, or rental agent of the affected Residential Property by phone and in writing within seven (7) days of each such classification. If, within any 60-day period, the Police Chief classifies three (3) or more dispatches as a substantiated Disorderly Event pursuant to Article V, the Police Chief shall notify the Select Board of the classification and provide the Select Board with all documentation relied on by the Police Chief to make the classifications that is not designated confidential by statute or is otherwise privileged or confidential.

ARTICLE VII. HEARING BY SELECT BOARD; ACTIONS

Upon receiving notice from the Police Chief pursuant to Article VI, the Select Board shall schedule a public hearing to determine whether the evidence supports a finding that the affected Residential Property is a Disorderly House. The Select Board shall provide written notice of the date, time, and place of the hearing to the property manager or rental agent, as applicable, and to the owner of the affected Residential Property by mail, certified with return receipt requested, or by delivery in-hand. If any of the Police Chief's classifications arose from the conduct of a tenant of the affected Residential Property, the Select Board shall also provide written notice of the date, time, and place of the hearing to the tenant by mail, certified with return receipt requested, or by delivery in-hand. The notice shall contain a statement of the alleged violation of this Ordinance and a summary of the possible monetary penalties, as set forth in Article XI.

The Chair of the Select Board or his/her designee shall preside at the hearing. The Police Chief shall be heard first and shall be followed by the person(s) named in the notice. Any party may cross-examine witnesses and may be represented by an attorney. After the hearing, the Select Board shall make written findings as to whether, based upon a preponderance of the evidence presented, the affected Residential Property is Disorderly House.

ARTICLE VIII. ACTIONS UPON FINDING OF A DISORDERLY HOUSE

If, after notice and hearing, the Select Board finds that the Residential Property in questions is a Disorderly House, the Select Board may enter into a consent agreement with the person(s) named in the notice to control or mitigate the type of conduct which led to a finding of Disorderly House. If the terms of a consent agreement cannot be agreed upon, the Select Board may refer the matter to the Town Attorney for legal action.

ARTICLE IX. VIOLATIONS

The following shall be violations of this Ordinance:

1. Maintaining a Disorderly House
2. Failure to comply with the terms of a consent agreement.
3. Failure to appear at a duly noticed hearing by the Select Board concerning a Disorderly House.

Nothing in this Ordinance shall preclude the Town from seeking other remedies provided by law for the conduct described herein, including, without limitation, those remedies provided by 17-A M.R.S. § 501-A.

ARTICLE X. PENALTIES

Violation of this Ordinance shall be punishable by a civil penalty of not less than \$100 and not more than \$2,500. Each day that the violation exists shall constitute a separate offense. In addition to or in lieu of assessing a monetary penalty, the Town may enter into a consent agreement to correct or abate a violation of this Ordinance. The Town may also seek injunctive relief. If the Town prevails in a legal action to enforce this Ordinance, it shall also be entitled to an award of reasonable attorney's fees and costs.

ARTICLE XI. SEVERABILITY

Should any section or provision of this Ordinance be declared by any court to be invalid, such decision shall not invalidate any other section or provision of this Ordinance.

Enacted: June 12, 2007

Amended: _____, 2021




**CERTIFICATION OF PROPOSED ORDINANCE ENTITLED "AMENDMENTS TO THE
NUDITY ORDINANCE" AND ORDER**

The municipal officers of the Town of Bridgton hereby **CERTIFY** to the municipal clerk of the Town of Bridgton, pursuant to 30-A M.R.S. § 3002, that attached hereto is a true copy of the proposed ordinance entitled "Amendments to the Nudity Ordinance" to be voted on at a referendum election of the Town of Bridgton on June 8, 2021 under the following secret ballot question:

Question 2. Shall an ordinance entitled "Amendments to the Nudity Ordinance" be enacted?
(Note: Copies of the text of the ordinance are available from the Town Clerk.)

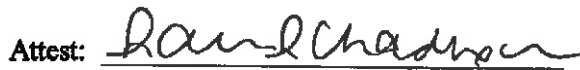
BE IT FURTHER ORDERED, pursuant to 30-A M.R.S. § 3002(1), that the municipal clerk shall keep this certified copy as a public record and shall make copies of said proposed ordinance available for distribution to the voters of the Town of Bridgton from the time of this certification. Copies of said proposed ordinance shall also be attested by the municipal clerk and posted in the same manner as the warrant calling the referendum election on June 8, 2021 and shall be made available to the voters at the referendum election on June 8, 2021.

Dated: March 23, , 2021

A majority of the municipal officers
of the Town of Bridgton

A true copy of the proposed ordinance entitled "Amendments to the Nudity Ordinance" is attached hereto.

Attest: 
Laurie Chadbourne, Town Clerk
Town of Bridgton

RETURN


Cumberland County, ss.

State of Maine

I certify that I have posted an attested copy of the proposed ordinance entitled "Amendments to the Nudity Ordinance" at

Town Office, 3 Chase Street, Suite 1
Town Hall, 26 North High Street
www.bridgtonmaine.org

being conspicuous public places within the Town of Bridgton on May 7, _____, 2021, which is at least seven (7) days next prior to the date of the June 8, 2021 referendum election.



Laurie Chadbourne, Town Clerk
Town of Bridgton

Town of Bridgton

Ordinance Controlling Nudity in Commercial or Business Activities Not Requiring a Special Amusement Permit

Amendments to the Nudity Ordinance



Enacted 06/14/2011

Proposed Amendments to the Nudity Ordinance 06/08/2021

Article 4. Question 2. Shall an ordinance entitled, "Amendments to the Nudity Ordinance," be enacted

(Note: Copies of the text of the ordinance are available from the Town Clerk.)

TOWN OF BRIDGTON
ORDINANCE CONTROLLING NUDITY IN COMMERCIAL OR BUSINESS
ACTIVITIES NOT REQUIRING A SPECIAL AMUSEMENT PERMIT

ARTICLE I. PURPOSE

The purpose of this Ordinance is to regulate nudity as a form of commercial or business exploitation and to regulate dress as a form of conduct in commercial or business activities other than those which require a special amusement permit, based on evidence concerning the adverse secondary effects of adult uses on the community presented in hearings and in reports made available to the Town, and on findings incorporated in the cases of *City of Los Angeles v. Alameda Books, Inc.*, 535 U.S. 425 (2002); *City of Erie v. Pap's A.M.*, 529 U.S. 277 (2000); *Barnes v. Glen Theatre, Inc.*, 501 U.S. 560 (1991); *City of Renton v. Playtime Theatres, Inc.*, 475 U.S. 41 (1986); *Arcara v. Cloud Books, Inc.*, 478 U.S. 697, (1986); *Iacobucci v. City of Newport, Ky*, 479 U.S. 92 (1986); *Young v. American Mini Theatres*, 427 U.S. 50 (1976); *California v. LaRue*, 409 U.S. 109 (1972); *United States v. O'Brien*, 391 U.S. 367 (1968); *DLS, Inc. v. City of Chattanooga*, 107 F.3d 403 (6th Cir.1997); *Kev, Inc. v. Kitsap County*, 793 F.2d 1053 (9th Cir.1986); *Hang On, Inc. v. City of Arlington,*, 65 F.3d 1248 (5th Cir.1995); *South Florida Free Beaches, Inc. v. City of Miami*, 734 F.2d 608 (11th Cir.1984); and *N.W. Enterprises v. City of Houston*, 27 F.Supp. 2d 754 (S.D. Tex.1998)), as well as studies conducted in other municipalities including, but not limited to, Phoenix, Arizona; Minneapolis, Minnesota; Houston, Texas; Indianapolis, Indiana; Amarillo, Texas; Garden Grove, California; Los Angeles, California; Whittier, California; Austin, Texas; Seattle, Washington; Oklahoma City, Oklahoma; Cleveland, Ohio; and Beaumont, Texas; and findings reported in the Final Report of the Attorney General's Commission on Pornography (1986), the Report of the Attorney General's Working Group On the Regulation Of Sexually Oriented Businesses (June 6, 1989, State of Minnesota), and statistics from the U.S. Department of Health and Human Services, Centers for Disease Control and Prevention. The purpose of this Ordinance is not to impede the free exchange and expression of ideas or to prohibit the activity of breast feeding of children. The conduct regulated by this Ordinance is that which the community and Select Board in public meetings have clearly found to be offensive to the general welfare, public safety, and order of the Town of Bridgton and its citizens.

ARTICLE II. AUTHORITY

This Ordinance is adopted and hereafter amended pursuant to 30-A M.R.S. § 3001 *et seq.*, 17-A M.R.S. § 854, and 17 M.R.S. §§ 2911-2913.

ARTICLE III. ADMINISTRATION

This Ordinance shall be administered by the Town of Bridgton Police Chief (the "Police Chief") and the Town of Bridgton Code Enforcement Officer ("the Code Enforcement Officer").

ARTICLE IV. DEFINITIONS

Section 4.1 - Theater. As used in this Ordinance, "theater" means (a) a building, playhouse, hall or other place having a permanent stage upon which movable scenery and theatrical or vaudeville or similar performances are given and permanently affixed seats so arranged that a

body of spectators can have an unobstructed view of the stage, or (b) a building, room, hall, or other place whose primary function is to present movies or motion pictures and which has a permanent movie screen and permanently affixed seats so arranged that a body of spectators can have an unobstructed view of said screen, or (c) an open-air or "drive-in" movie having a permanently affixed movie screen and permanently affixed devices for broadcasting the soundtracks of movies or motion pictures inside of the patrons' vehicles, (d) coffee houses, dinner theaters, or (e) similar establishments that host theatrical performances which may contain occasional nudity by bona fide stage actors during the course of those theatrical performances.

Section 4.2 - Museum, Art Gallery. As used in this Ordinance, "museum or art gallery" means any building or space within a building, interior or exterior display or any other location that serves the purpose of procuring, displaying, caring for and studying of objects, whether they be prints, paintings or items in three dimension such as sculptures, all of lasting interest or value.

Section 4.3 - Sales Person, Waiter, Waitress and Entertainer. A person shall be deemed a sales person, waiter, waitress or entertainer if such person acts in that capacity, without regard to whether or not such person is paid any compensation by the management of the business in which the activity is performed.

Section 4.4 - Expose. "Expose" or "exposed" means unclothed or uncostumed or not covered by fully opaque cloth or textile material.

Section 4.5 - Business means any retail establishment offering food, beverages, merchandise, products or services for sale to members of the general public, operated as a for-profit business and treated as such for federal or state tax purposes.

Section 4.6 – Patron means a customer of the business or a person from the general public, not an employee or owner of the business, who is on the premises to obtain, receive, or view the products, services, or live performances offered by the business.

Section 4.7 – Semi-nude means the showing of the female breast below a horizontal line across the top of the areola and extending across the width of the breast at that point, or the showing of the male or female buttocks. This definition shall include the lower portion of the human female breasts, but shall not include any portion of the cleavage of the human female breasts exhibited by a bikini, dress, blouse, shirt, leotard, or similar wearing apparel provided the areola is not exposed in whole or in part.

Section 4.8 – Semi-nude expressive dance or performance means an expressive dance or performance that is not obscene and in which the state of undress is a part of the communicative aspect of the dance or performance.

Section 4.9 – Explicit body parts means a person's genitals, pubic hair, buttocks, perineum or anus, or any portion of the female breast at or below the areola thereof. This definition shall

include exposure of the lower portion of the female breasts, but shall not include any portion of the cleavage of the female breasts exhibited by a bikini, dress, blouse, shirt, leotard, or similar apparel provided the areola is not exposed in whole or in part.

ARTICLE V. PROHIBITIONS

Section 5.1. It shall be unlawful for a person who, while acting as a sales person, waiter, waitress, entertainer or in any other capacity as an owner, manager, or employee in a business to knowingly expose his or her **explicit body parts**, or to employ any device or covering which is intended to give the appearance of or to simulate **explicit body parts**.

Section 5.2. It shall be unlawful for a person to cause, permit, procure, counsel, or assist any person to expose himself or herself as prohibited by Section 5.1 of this Ordinance.

Section 5.3. It shall be unlawful for a person operating a business to, at said place of business, display, cause, or permit the display of photographs, covers of magazines, newspapers, **films, video, or other printed or visual media which are visible to the general public using the sidewalks, streets, highways, or in an area open to minors, which expose or show explicit body parts** and which, each taken as a whole, lacks serious literary, artistic, political or scientific value and is patently offensive because it affronts prevailing standards in the adult community as a whole with respect to what is suitable material for minors

ARTICLE VI. EXCEPTIONS

Section 6.1. Sections 5.1 and 5.2 of this Ordinance do not apply to a theater, museum art gallery, or similar establishment which is primarily devoted to theatrical performances, the presentation of movies or the displaying of art in any medium.

Section 6.2. Sections 5.1 to 5.3 of this Ordinance do not apply to an educational institution, hospital, clinic, physician's office, or medical treatment facility.

Section 6.3. Section 5.1 and 5.2 of this Ordinance do not prohibit a semi-nude expressive dance or performance which satisfies the following requirements:

- a) The semi-nude expressive dance or performance occurs at least six (6) feet from any patron
- b) There is no contact between the person engaged in the expressive semi-nude dance or performance and any patron
- c) The semi-nude dance or performance occurs in a room of at least six hundred (600) square feet
- d) The business at which the semi-nude expressive dance or performance occurs does not require a special amusement permit and does not sell, serve, or give away alcohol to any patron incidental to or within twenty-four (24) hours of the semi-nude dance or performance.

Section 6.4 – This Ordinance does not apply to any act expressly permitted or expressly prohibited by any statute of the State of Maine.

Section 6.5 – This Ordinance does not apply to the exposure of the female breast incident to breast feeding children.

ARTICLE VII. ENFORCEMENT

This Ordinance shall be enforced by the Town of Bridgton Police Department and Code Enforcement Officer.

ARTICLE VIII. PENALTY

Section 8.1 - Any act made unlawful by this Ordinance and any violation of this Ordinance shall be punishable by a fine of not more than \$500 (five hundred) for the first offense and for each offense thereafter in the same 12 month period, \$1000. Each day that such unlawful act or violation continues shall be considered a separate offense. **Section 5.2** - In addition to any other penalty provided by the law, the commission of acts prohibited by this Ordinance shall constitute a nuisance and may be abated by the town seeking an injunction to prohibit further and continued violation thereof.

ARTICLE IX. SEVERABILITY

Section 9.1. Should any section or provision of this Ordinance be declared by any court to be invalid, such decision shall not invalidate any other section or provision of this Ordinance.

Enacted: June 14, 2011

Amended: _____, 2021

**CERTIFICATION OF PROPOSED ORDINANCE ENTITLED "AMENDMENTS TO THE
TOWN OF BRIDGTON LAND USE ORDINANCE TO MODIFY CERTAIN DIMENSIONAL
REQUIREMENTS" AND ORDER**

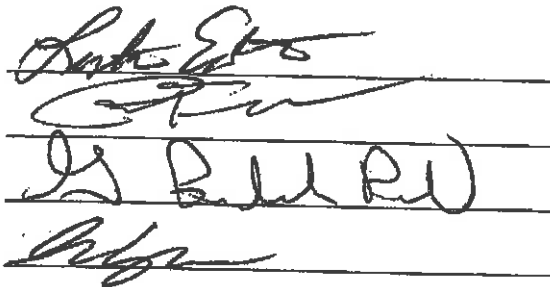
The municipal officers of the Town of Bridgton hereby **CERTIFY** to the municipal clerk of the Town of Bridgton, pursuant to 30-A M.R.S. § 3002, that attached hereto is a true copy of the proposed ordinance entitled "Amendments to the Town of Bridgton Land Use Ordinance to Modify Certain Dimensional Requirements" to be voted on at a referendum election of the Town of Bridgton on June 8, 2021 under the following secret ballot question:

Question 3. Shall an ordinance entitled "Amendments to the Town of Bridgton Land Use Ordinance to Modify Certain Dimensional Requirements" be enacted?

(Note: Copies of the text of the ordinance are available from the Town Clerk.)

BE IT FURTHER ORDERED, pursuant to 30-A M.R.S. § 3002(1), that the municipal clerk shall keep this certified copy as a public record and shall make copies of said proposed ordinance available for distribution to the voters of the Town of Bridgton from the time of this certification. Copies of said proposed ordinance shall also be attested by the municipal clerk and posted in the same manner as the warrant calling the referendum election on June 8, 2021 and shall be made available to the voters at the referendum election on June 8, 2021.

Dated: March 23, 2021



A majority of the municipal officers
of the Town of Bridgton

A true copy of the proposed ordinance entitled "Amendments to the Town of Bridgton Land Use Ordinance to Modify Certain Dimensional Requirements" is attached hereto.

Attest: 
Laurie Chadbourne, Town Clerk
Town of Bridgton

RETURN

Cumberland County, ss.

State of Maine

I certify that I have posted an attested copy of the proposed ordinance entitled "Amendments to the Town of Bridgton Land Use Ordinance to Modify Certain Dimensional Requirements" at

Town Office, 3 Chase Street, Suite 1
Town Hall, 26 North High Street
www.bridgtonmaine.org

being conspicuous public places within the Town of Bridgton on May 7, 2021, which is at least seven (7) days next prior to the date of the June 8, 2021 referendum election.



Laurie Chadbourne, Town Clerk
Town of Bridgton

Town of Bridgton

Land Use Ordinance

**Amendments to the Town of Bridgton Land Use
Ordinance to Modify Certain Dimensional Requirements**



Enacted 06/11/2019

Revised 11/05/2019, 07/14/2020

Proposed Amendments to Certain Dimensional Requirements 06/08/2021

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ARTICLE I. GENERAL PROVISIONS

Section 1. Purpose and Intent

This Ordinance is designed for all the purposes of zoning embraced in the Maine Revised Statutes including, among other things, to promote and conserve the general health, safety, and welfare of the inhabitants and to encourage compatible land uses. The purpose of this Ordinance is also to implement the goals of the Land Use Plan contained in the approved Comprehensive Plan as set forth below:

- Protect the character of Bridgton while preserving the private property rights of its citizens
- Using minimal restrictions, protect residents from incompatible uses and preserve the existing character of the landscape
- Provide encouragement and incentives to direct commercial growth to appropriate growth areas
- Expand and nurture economic growth that contributes to the vitality of the downtown
- Expand and nurture economic growth with plans for commercial development in designated growth areas along the inner 302 and 117 corridors
- Retain and protect the historic character of the downtown and the outlying villages through thoughtful planning and the use of development and design standards
- Encourage development that is human-scale, walkable, pleasant, dense and accessible
- Protect the Town's many natural resources
- Protect the character of the Town's rural neighborhoods

Section 2. Authority

This Ordinance is adopted pursuant to home rule powers as provided for in Article VII, Part Second, of the Maine Constitution; 30-A M.R.S.A. §§ 2101 *et seq.*, 2691, 3001 and 4352-4358; 38 M.R.S.A. §§ 435 to 449; any other enabling statutes; and all amendments thereto.

Section 3. Applicability

The Town of Bridgton hereby regulates the inspection, construction, alteration, height, area, ground coverage, location and use of buildings and structures, and the use of land, throughout the Town; and also hereby divides the Town into districts as defined and described herein, and shown on the Official Zoning Maps on file with the Town Clerk, which are hereby incorporated into this Ordinance. All buildings or Structures hereinafter constructed, reconstructed, altered, enlarged, or moved, and the uses of buildings and land, including the division of land (except as expressly provided in Article I, Section 3.C.2, below), shall be in conformity with the provisions of this Ordinance. No building, Structure, land, or water area shall be used for any purpose or in any manner except as provided for in this Ordinance.

- A. No land shall be used or occupied, and no Structures shall be designed, constructed, reconstructed, altered, enlarged, moved, or occupied except in conformity with this Ordinance, including all applicable design standards, and upon performance of all conditions attached to a permit issued by the Code Enforcement Officer, Planning Board, or Board of Appeals approved pursuant to this Ordinance.
- B. No person, firm, corporation, or other entity, and no officer, employee, or agent of said firm, corporation, or other entity shall sell, rent, lease, offer, or attempt to sell, rent, lease, or offer any land or Structure in a manner or for a use prohibited by this Ordinance.

C. This Ordinance shall govern any and all proceedings, applications for permits, or approvals required hereunder or any other Ordinances of the Town, provided, however, that this Ordinance shall not apply to:

1. Any application for a permit which has been determined to be complete by the reviewing authority, and on which the reviewing authority has conducted a substantive review, prior to the effective date. For purposes of this section, a substantive review of an application shall consist of a review of that application to determine whether it complies with the applicable review criteria and other applicable requirements.
2. Any application for a subdivision permit. The Planning Board shall review and authorize subdivision permit applications pursuant to the Town of Bridgton Subdivision Regulations, without regard to the provisions in this Ordinance; provided, however, that the provisions of this Ordinance establishing allowed uses for each District shall apply to any structures or land uses that are located on a subdivided lot.

Section 4. Effective Date

The effective date of this Ordinance or any amendments thereto shall be immediately upon its/their adoption by a favorable vote of the voters of the Town at a regular or special Town Meeting, unless otherwise expressly specified; provided, however, that those portions of this Ordinance related to shoreland regulation shall not be effective unless approved by the Commissioner of the Maine Department of Environmental Protection. A certified copy of this Ordinance, attested and signed by the Town Clerk, shall be forwarded to the Commissioner of the Department of Environmental Protection for approval. If the Commissioner fails to act on this Ordinance within 45 days of the Commissioner's receipt of this Ordinance, the Ordinance shall be deemed approved. Any application for a permit submitted to the Town within such 45-day period shall be governed by the terms of this Ordinance as if the Ordinance were approved by the Commissioner.

Section 5. Nonconforming Uses, Structures, and Lots

A. Purpose

It is the intent of this section to provide conformity with this Ordinance, except that nonconforming conditions that legally existed before the effective date of this Ordinance, or any amendment thereto, are allowed to continue, subject to the requirements set forth in this Section 5. Except as otherwise provided in this Ordinance, a nonconforming condition shall not be permitted to become more nonconforming.

B. General

1. It is the intent of this Ordinance that all nonconformities shall be converted to conformity when required by this Ordinance.
2. Any nonconformity not expressly allowed by this Ordinance as a legal nonconformity is hereby deemed illegal and shall cease or be corrected immediately.
3. The burden of establishing that any nonconformity is a legal nonconformity shall, in all cases, be upon the owner of such nonconformity and not upon the Town of Bridgton.
4. Any legally existing nonconformity may be transferred, and the new owner may, subject to the requirements of this Article, continue such legal nonconformity; provided, however, that nothing contained herein shall be construed to permit any person or entity to occupy or use any lot or Structure or to continue any use in violation of any applicable federal or state law, Ordinance, or regulation.
5. Once converted to conformity, no lot, Structure, or use shall be permitted to revert to nonconformity.

C. Nonconforming Uses

1. The use of any land or Structure, or any portion thereof, which is made nonconforming as a result of the enactment of this Ordinance, or any subsequent amendment thereto, may be continued, but only in strict compliance with the following requirements.

2. A nonconforming use of land or Structure may continue to exist and may expand within the lot boundaries, provided the expanded use or Structure meets the setback requirements of that District to the greatest extent possible. All such expansions of a nonconforming use or Structure are subject to review and approval by the Planning Board.
3. Any nonconforming use in an existing structure may only be extended by 10% of the use's square footage into parts of an existing Structure not used for that use at the time that the use became nonconforming.
4. If any nonconforming use ceases or is discontinued for any reason for a period of 12 or more consecutive months, any subsequent use shall conform to the requirements of this Ordinance in all respects.
5. Notwithstanding the above requirements, a nonconforming residential use may be modified, enlarged, and extended in all Districts.

D. Nonconforming Structures

1. Any Structure which is made nonconforming as a result of the enactment of this Ordinance, or any subsequent amendment thereto, may be continued, but only in strict compliance with the following requirements:
 - a. A nonconforming Structure may be maintained, repaired, reconstructed, and improved within the footprint of the Structure at the time the Structure became nonconforming.
 - b. A nonconforming Structure may be enlarged only if it satisfies all of the provisions listed below:
 - i. The expansion satisfies all applicable dimensional requirements of the District in which the Structure is located
 - ii. The expansion results in no new nonconformities.
 - iii. The expansion conforms to the height limits specified for the applicable District.
 - iv. The expansion conforms to all setback requirements for the applicable District.
 - v. The expansion does not cause or worsen safety problems, such as, but not limited to, reduction of sight distances from driveways or intersections and does not increase any adverse impact on adjacent properties.
 - c. If a nonconforming Structure is accidentally destroyed by fire or natural catastrophe, the Structure may be rebuilt on the existing footprint, or enlarged, subject to the provisions listed above in Section 5.D.1.b. Reconstruction must commence within two years of the destruction, or the Structure must conform to all regulations of the applicable District.

E. Nonconforming Lots

A single parcel of land, the legal description or dimensions of which are recorded in a deed, plan, or map on file at the Cumberland County Registry of Deeds, which lawfully existed immediately prior to the enactment of this Ordinance or any subsequent amendment thereto, and which, as a result of the enactment of this Ordinance or any amendment thereto, does not meet the lot size requirements in the district in which it is located, and which does not adjoin another parcel in common ownership, may be built upon without the need for a variance, subject to the following requirements:

1. Two or more nonconforming lots that are or become under the same ownership shall be consolidated to form a single lot, provided that both the following conditions apply:
 - a. At least one of the lots shall be nonconforming with respect to lot size for the applicable District.

- b. At least one of the lots does not have a Principal Structure.
- 2. One or more nonconforming vacant lots adjoining a parcel in common ownership and containing a Principal Structure shall be consolidated so as to bring the nonconforming lot into conformity to the greatest extent possible.
- 3. Previously consolidated lots may be re-divided if the following conditions are satisfied:
 - a. As a result of the re-division, no lot is smaller than the minimum size required by the applicable District.
 - b. No lot becomes nonconforming in any respect to the requirements of the applicable District.
- 4. If two or more principal uses or Structures exist on a single lot of record, each may be transferred or sold on a separate lot, provided that the separate lots are each in compliance with the State Minimum Lot Size Law and the State of Maine Subsurface Wastewater Disposal Rules.

F. Lots in Two Towns

When a lot is transected by a municipal boundary, the regulations set forth in this Ordinance apply only to that portion of the lot located in Bridgton.

ARTICLE II. LAND USE DISTRICTS AND USES

Section 1. Establishment of Districts

A. Official Zoning Maps

To implement the provisions of this Ordinance, the Town of Bridgton is hereby divided into the following land use Districts, which are depicted on the Town of Bridgton Official Zoning Maps, which can be found in Article VII Appendices Section 1. The Relationship of the Town of Bridgton Comprehensive Plan to the Land Use Districts is as follows:

District symbol	Land Use District Name	Characteristic	Comprehensive Plan Land Use Designation
DVB I	Downtown Village Business I	Village commercial, high density growth area, business, retail & entertainment uses, pedestrian oriented with historic buildings	Downtown Village Business District
DVB II	Downtown Village Business II	Low density mixed use transition to downtown	Downtown Village Business District
DVN	Downtown Village Neighborhood	Designated growth area residential and historic areas	Downtown Village Neighborhood
IC	Inner Corridor	Designated growth area for mixed use development	Inner Corridor
OC	Outer Corridor	Highway auto-oriented mixed use, transitional area	Outer Corridor
MUC	Mixed Use Corridor	Low density mixed used development along rural highway	Version of Outer Corridor
LN	Lakeside Neighborhood	Primarily low-density single-family homes oriented toward a lake	Lakeside Neighborhood
OV	Outer Village	Village nodes providing transition to Rural areas	Outer Village
RN	Rural Neighborhood	Low density residential areas	Rural Neighborhood

B. Interpretation of Districts

The process of differentiating and designating areas as districts has been informed both by the natural topography of the town and by its historical development pattern. The goal is to plan for growth while preserving the town's New England village and countryside pattern of settlement.

1. Boundaries indicated as approximately following the center lines of streets, highways, public utilities, or rights-of-way shall be construed as following such center lines.
2. Boundaries indicated as approximately following established lot lines or Town boundaries shall be construed as following such lines.

3. Boundaries indicated as approximately following shorelines of any water body, including any great pond, shall be construed as following the normal high-water mark of the water body. Boundaries indicated as approximately following the thread of a stream shall be construed as following the lower edge of the stream. Boundaries indicated as approximately following the edge of a wetland shall be construed as following the upland edge of the wetland.
4. Boundaries indicated as being parallel to or extensions of any of the features listed in subparagraphs 1, 2, or 3, above, shall be so construed.
5. Distances not specifically indicated on the Official Land Use District Map of Bridgton shall be determined by the scale of the map.
6. Where physical or natural features existing on the ground are at variance with those shown on the Official Zoning Maps of Bridgton, or in other circumstances where uncertainty exists with respect to the location of a boundary, the Board of Appeals shall interpret the district boundaries; provided, however, that in all cases the determination of any shoreline Minimum Setback shall be determined by actual site measurement.
7. Any conflict between the Official Zoning Maps of Bridgton and a description by reference to tax maps and lots contained in this Ordinance shall be resolved in favor of the deed descriptions of those lots by metes and bounds.

C. Division of Lot by Boundaries

When a lot is transected by a district boundary, the regulations set forth in this Ordinance applying to the larger part, as measured by area, of such lot shall also govern in the smaller part beyond such district boundary, but not more than 50 linear feet in depth beyond said district boundary, except that no such extension shall be permitted into a Shoreland District or a Resource Protection District.

D. Authority to Interpret Maps

The Code Enforcement Officer shall have the initial authority to interpret the Official Zoning Maps of Bridgton except where another officer, board, or agency of the Town is specifically empowered to administer a related provision of this Ordinance.

In the event of a dispute that cannot be resolved by the rules in this Article, the applicant or the Code Enforcement Officer may refer the matter to the Board of Appeals, and the Board of Appeals shall interpret the location of the disputed district boundaries pursuant to the procedure for administrative appeals. Where uncertainty exists as to the exact location of district boundary lines, the Board of Appeals shall be the final administrative authority as to the location of district boundaries.

E. Description of Districts

1. Downtown Village Business District I (DVB-I)

The Downtown Village Business District I, encompasses Bridgton's traditional downtown along its Main Street and includes Depot Street and the Post Office block. In this area are located town government uses including police and fire departments; the District Court; public services such as the Bridgton Public Library and Bridgton Community Center; parks; retail, professional, and service businesses, including restaurants and bars; along with single family homes and apartments. Pondicherry Park lies in the center of Town along Stevens Brook. Both on-street and off-street parking are available.

Businesses are encouraged to remain as unique, independent enterprises offering complementary yet diverse goods and services appealing to both residents and visitors. The scale, pattern and character of Bridgton's historic town center shall be maintained.

2. Downtown Village Business District II (DVB-II)

The Downtown Village Business District II, located at the edges of the downtown along Portland Road, Harrison Road and North High Street creates a transition into Bridgton's downtown, where the traffic slows and the street character changes. New development in this area should reflect and protect historic patterns while enriching the experience for people coming into Town. The enhancement of pedestrian circulation to and from the downtown, residential neighborhoods, and into outlying districts is a major goal for development in this area. Rehabilitation of existing buildings and lots is encouraged, and new construction shall respect the existing scale, location and massing of adjacent buildings and driveways, so as to limit clutter and driver confusion. New development shall seek to combine driveways, signage and parking wherever possible.

3. Downtown Village Neighborhood (DVN)

The Downtown Village Neighborhood includes historically residential areas surrounding Bridgton's downtown, having a mixture of classic New England homes, converted multifamily dwellings, and single-family homes. The purpose of this district is to retain and expand residential opportunities within walking distance to the downtown. Permitted uses include mixed density residential, low impact community services, and appropriately scaled home based business uses suitable for a central business area and mixed use village.

4. Inner Corridor (IC)

The Inner Corridor is defined as the growth area between the historic business district and the more rural Outer Corridor and Mixed Use Corridor. New development and the expansion of existing businesses is intended to share entrances, parking, connecting sidewalks, lighting and signage, and provide for the installation and maintenance of active and passive green space. The intent is to encourage flexible design for modern business development, and to limit clutter and driver confusion. A mix of uses at higher densities is envisioned, allowing residential, commercial, and recreational uses to work well in proximity to each other. This area is intended to be served by water and sewer.

5. Outer Corridor (OC)

The Outer Corridor is characterized by scenic highway approaches into Bridgton from Naples to the south. Buffer and landscape requirements are intended to preserve the natural wooded vistas along the corridor into town. Side road access, shared entries, and rear access roads are all required, in order to accommodate the higher speed of travel. As a low-density transitional corridor, the Outer Corridor supports a wide range of uses, with requirements to balance development with open space, while minimizing potential neighbor conflicts.

6. Mixed Use Corridor (MUC)

The Mixed Use Corridor extends along Route 302 west to the Fryeburg town line, along 117 north to the Harrison town line and along Route 117 south to the Denmark town line. The Mixed Use Corridors contain extensive rural areas, with some existing residential and commercial uses. Low-impact commercial and recreational uses along with continued residential development are appropriate, and the overall rural and scenic characteristics of this District should be preserved.

7. Lakeside Neighborhood (LN)

The Lakeside Neighborhood includes the mostly residential areas that surround Bridgton's lakes. Along with all properties in the Shoreland Zone, this District also includes land and development outside of the Shoreland Zone Overlay, including lake associations and their roads as they abut other Districts. There are seasonal businesses located in Lakeside Neighborhood areas—summer camps, campgrounds, and lodging, and the continued use of these properties for those purposes is supported.

8. Outer Village (OV)

The Outer Village includes areas of the community that are largely settled around a central node and are suitable for medium density development, not requiring expansion of municipal facilities. These areas do not include significant agricultural production, natural resources, or large areas of undivided and undeveloped land. The Outer Village areas of North Bridgton and South Bridgton located along and off the highway corridors each have their own distinct history and identity. The purpose of this District is to protect special and historic neighborhood features and identities, and support small, compatible, community-serving businesses. These villages provide limited, suburban or rural residential development opportunities as a transition to rural areas.

9. Rural Neighborhood (RN)

The Rural Neighborhood is the countryside of Bridgton's village and countryside development pattern. It encompasses the large majority of Bridgton's land and is home to a majority of its residents. Regulation in this District is intended to protect the rural feel and function, as well as the natural beauty of these areas, while supporting very low and low-density residential development. Cluster development, allowing smaller lots or condominium clusters to occupy a percentage of the land, in order to preserve open space and environmental features, is encouraged. Small scale, low intensity rural-serving commercial and agricultural uses may be directed to locate at intersections with arterial roads or major crossroads.

F. Relation to Other Ordinances and Regulations

In the event that a provision of this Ordinance conflicts with, or is inconsistent with, another provision of this Ordinance or with a provision of another ordinance, regulation, or statute administered by the Town of Bridgton with respect to a use, structure, or parcel of land, the more restrictive provision shall control.

The other ordinances and regulations of the Town of Bridgton that affect the use of land include the ordinances and regulations described in paragraphs 1 through 5 below.

1. Willis Brook & Bear River Aquifer Ordinances

The purpose of the Bear River and Willis Brook Aquifer Ordinances is to manage the groundwater recharge areas of the Willis Brook and Bear River Aquifers in order to maintain the present rate of recharge and, where possible, to enhance recharge—thus ensuring a dependable water supply to the Town for the future. These ordinances protect the aquifers from contaminants, which can reasonably be expected to accompany certain uses of land or activities, thereby maintaining the aquifer's high water quality. The water quality for the municipal water supplies will require efforts by all of Bridgton, and Harrison, as well as surrounding communities, to ensure that degradation of the quality of the supply does not occur.

2. Shoreland Zoning Ordinance

The purposes of the Shoreland Zoning Ordinance are to further the maintenance of safe and healthful conditions; to prevent and control water pollution; to protect fish spawning grounds, aquatic life, bird and other wildlife habitat; to protect building and lands from flooding and accelerated erosion; to protect archaeological and historic resources; to protect freshwater wetlands; to control building sites, placement of structures and land uses; to conserve shore cover and visual as well as actual points of access to inland waters; to conserve natural beauty and open space; and to anticipate and respond to the impacts of development in shoreland areas. The Shoreland Zoning Ordinance establishes overlay districts that apply to all land within 250 feet of a great pond, river, or upland edge of a freshwater wetland; to all land within 75 of the normal high water mark of all streams and tributary streams; and to sources of erosion and sedimentation in all land areas between 250 and 500 feet of a great pond, river, or upland edge of a freshwater wetland.

3. Floodplain Ordinance

In order for the Town of Bridgton to be eligible for the National Flood Insurance Program (NFIP), the Federal Emergency Management Agency identifies areas of town that have special flood hazards, which the town then addresses through the Floodplain Ordinance. A Flood Hazard Development Permit system and review procedure for development activities is required in the designated flood hazard areas of the Town of Bridgton, Maine.

4. Site Plan Review Ordinance

The purpose of the Site Plan Review Ordinance is to ensure orderly growth of the Town of Bridgton and to minimize the adverse effects of growth due to development of commercial, industrial and retail uses and multi-family dwellings, campgrounds and mobile home parks. The Site Plan Review Ordinance is administered by the Planning Board of the Town of Bridgton.

5. Subdivision Regulations

The purposes of the Subdivision Regulations are to assure the comfort, health and well-being of the people of Bridgton, protect the environment, and promote the orderly development of the Town through the regulation of new subdivisions. The Subdivision Regulations are administered by the Planning Board of the Town of Bridgton.

Section 2. Land Uses & Standards by District

A. Downtown Village Business District I (DVB-I)

See Official Zoning Map for this District in Article VII Appendices Section 1, Map 3 of 11.

1. Purpose

The primary goal of regulation in this District is to achieve a lively, highly functional downtown supporting an intentional mix of retail, office/institutional, and residential uses at relatively high densities. The rehabilitation of older buildings is encouraged. New building in this area should complement the existing pattern of development, defined by its varied and eclectic mix of buildings. While commercial use of the ground floor is required, second story residential use is permitted and encouraged.

2. Open and Buildable Area

The intent for regulating Open Space and Buildable Area is to preserve and enhance the density and character of this District.

- a. Minimum Lot Size: 2500 square feet.
- b. Minimum Lot Frontage: None.
- c. Maximum Lot Coverage: Not applicable to this District.

3. Building

a. Placement

The intent for regulating placement of structures on lots in this District is to preserve and enhance the visual interest of the historic form in this area while allowing for commercial development in this District.

- i. Maximum Front Setback Line (applicable to Principal Buildings): 6 feet.
- ii. Minimum Front Setback Line (applicable to all Structures): At the Public Lot Line.
- iii. Requirements applicable to the Maximum Front Setback Area:
 - a) At least 65% of the Principal Building façade shall be located within the Maximum Front Setback Area. To add variety and diversity to a Principal Building, up to 35% of a Principal Building's façade may have an architectural recess.
 - b) Protrusions on any portion of a Principal Building above the Ground Story shall be cantilevered.
 - c) No portion of a Principal Building façade within the Maximum Front Setback Area shall exceed 60 feet of continuous linear plane.
 - d) No portion of any Structure shall obstruct a public or private sidewalk, or extend beyond a property line, except as expressly provided herein.

- iv. Minimum Setback Line from any Common Lot Line (applicable to all Structures): 2 feet.
- v. Minimum Setback Line from any DVN, MUC, LN, OV, or RN district boundary: Not applicable to this District.

b. Height

The intent for regulating a building's height is to ensure that new buildings will coexist in harmony with Bridgton's varied and eclectic downtown skyline.

- i. Maximum Height of Principal Structure or Accessory Structure: 35 feet.

ii. Minimum Height of Principal Structure: 18 feet.

- iii. Ground Story Floor Elevation Height: The average Ground Story finished floor elevation within 30 feet of the Maximum Front Setback Line shall be not lower than the front sidewalk elevation and not higher than 21 inches above the front sidewalk, unless a higher elevation is required to comply with applicable floodplain or flood insurance requirements.

c. Façade

i. Fenestration

The intent for regulating the ratio of a building's windows and doors to empty wall space is to promote visual interest and accessibility enhancing the walkability of Bridgton's downtown.

- a) Lengths of façade uninterrupted by windows or other exterior openings exceeding 15 feet are prohibited on all Ground Story façades.
- b) Ground Story Fenestration shall comprise a minimum of 30% of the Ground Story façade.
- c) Upper Story Fenestration shall comprise a minimum of 20% of the façade of each upper Story.
- d) Functioning doors shall be required along the Ground Story façade at intervals of no greater than 50 feet.

ii. Building Projection

The intent for regulating anything projecting from a structure is to protect from its encroachment onto property boundaries or into public space.

- a) No portion of any Structure shall obstruct a public or private sidewalk, or extend beyond a property line, except as provided herein.
- b) Awnings on the Ground Story may project over a public sidewalk provided they maintain a clearance height of at least 8 feet but no more than 12 feet above the sidewalk.
- c) Signs may project over a public sidewalk provided that they maintain a clearance height of at least 10 feet above the sidewalk.

- d) Awnings, balconies, stoops, porches, and walkways shall be set back at least 2 feet from a Common Lot Line, except for Alleys for which the property owners have recorded an instrument allowing a lesser setback. Walkways and stoops providing access into a Structure shall not be subject to this requirement.

4. Street Wall

The intent for requiring a Street Wall is to provide a nearly continuous row of natural or manmade features that enhance the visual scale of the District.

- a. A Street Wall of not less than 42 inches in height or greater than 4 feet in height shall be required in connection with new construction on any portion of a lot which abuts a public road and is not to be occupied by a Principal Building, drive, garage entry or pedestrian gate.

The Street Wall may be set back a maximum of 4 feet from the Structure façade.

- b. One pedestrian gate or opening no wider than 6 feet shall be permitted within any required Street Wall.
- c. The Street Wall height shall be measured from the adjacent sidewalk, or, when not adjacent to a sidewalk, from the average finished grade in the Maximum Front Setback Area.
- d. Lots containing open public spaces and parks are exempt from the Street Wall requirements set forth in subparagraphs a, b, and c, above.

5. Garage and Parking

The intent for directing parking to the rear and side of structures is to allow the varied and inviting Façades and landscapes to be what visitors experience, rather than parked vehicles and paved parking lots.

- a. All parking lots must be set back a minimum of 15 feet from the front Public Lot Line.
- b. One curb cut with a width no greater than 18 feet is allowed on any street frontage for surface parking lots, unless otherwise required by the Maine Department of Transportation or unless the municipal reviewing authority finds that a greater curb cut width is necessary to provide for safe vehicular access. Shared egress and the reduction in the number of curb cuts on SR 302, 117 and Main Street are a primary design consideration for all new development wherever possible.
- c. Openings for parking Garage access shall have a maximum height of 16 feet and an access width no greater than 24 feet.
- d. Parking lots and Garages on lots with frontage on Main Street and another street shall not use Main Street for vehicular access.

6. Corner Lots

Principal Buildings located on corner lots shall meet all applicable standards with respect to each roadway.

7. Landscaping in Conjunction with Project Development

The intent of regulating plantings as a part of a construction project is to protect the character of this District.

While plantings are not regulated in this District, developers are encouraged to plant trees where appropriate and create attractive green space as part of a project.

8. Sidewalks

Sidewalks shall be required along any arterial or Public Lot Line of the property, unless otherwise required by The Maine Department of Transportation, or an alternate trail, bike path, or transit stop is provided.

9. Uses

Uses shall be consistent with the Purpose set forth for this District. The following uses, and any Structures associated with such uses, are allowed in this District:

a. Allowed uses—Ground Story:

- Accessory Use
- Bank
- Bar / Tavern / Cocktail Lounge
- Bed and Breakfast / Small Inn
- Brewery / Distillery / Winery
- Community Center
- Education Facility
- Essential Services
- Farmers Market / Farm Stand
- Forestry Management Activities
- Funeral Home
- Home Occupation
- Hotels / Large Inn
- Liquor Store
- Live Theater / Music / Entertainment
- Marijuana Home Cultivation
- Mass Gathering
- Midway / Fair
- Mobile Temporary Vendor
- Movie Theater
- Neighborhood Convenience Store
- Office Building, Large
- Office Building, Small
- Park and Recreational Services
- Parking Garage
- Professional Office and Service
- Public Building
- Public Open Space
- Recreation, Indoor
- Religious Assembly
- Restaurant
- Retail Business, Small

- b. **Allowed uses—Upper Stories**, including within the roof of any Structure where the roof is configured as a half-story (1/2 Story). If a Structure is composed of a single story, the following uses are allowed within the Ground Story if (i) the uses are not clearly visible from any Public Lot Line and (ii) one or more of the uses allowed in Section 9.a, above, occupies a portion of the Ground Story that is most proximate to and visible from any Public Lot Line.

Accessory Use
 Bank
 Bar / Tavern / Cocktail Lounge
 Bed and Breakfast / Small Inn
 Boarding House
 Brewery / Distillery / Winery
 Community Center
 Dwelling, Above Commercial
 Dwelling, Attached In-law Apartment
 Dwelling, Multi-family
 Dwelling, Single Family
 Dwelling, Two Family
 Education Facility
 Essential Services
 Forestry Management Activities
 Funeral Home
 Home Occupation
 Hotels / Large Inn
 Manufacturing, Light
 Marijuana Home Cultivation
 Movie Theater
 Neighborhood Convenience Store
 Office Building, Large
 Office Building, Small
 Park and Recreational Services
 Parking Garage
 Professional Office and Service
 Public Building
 Public Open Space
 Religious Assembly
 Research Facility
 Restaurant
 Retail Business, Small

B. Downtown Village Business District II (DVB-II)

See Official Zoning Map for this District in Article VII Appendices Section 1, Map 4 of 11.

1. Purpose

Downtown Village Business District II creates a transition into Bridgton's downtown, where the traffic slows and the street character changes. New development in these areas should reflect the historic pattern while enriching the experience for people coming into Town. The enhancement of pedestrian activity from and to the downtown, the residential neighborhoods, and into outlying districts is a major goal for development in this area. Rehabilitation of existing buildings and lots is encouraged, and new construction shall respect the existing scale of adjacent buildings.

2. Open and Buildable Area

The intent for regulating Open Space and Buildable Area is to preserve and enhance the historic form of this District.

- a. Minimum Lot Size: 20,000 square feet.
- b. Minimum Lot Frontage: None.
- c. Maximum Lot Coverage: Not applicable to this District.
- d. A contiguous Private Open Area of at least 15% of the Buildable Area shall be preserved on each lot.

3. Building

a. Placement

The intent for regulating placement of structures in this District is to preserve and enhance the visual interest of the historic form in this area while allowing for commercial development in this part of downtown.

- i. Maximum Front Setback Line (applicable to Principal Buildings): 15 feet.
- ii. Minimum Front Setback Line (applicable to all Structures): 10 feet.
- iii. Requirements applicable to the Maximum Front Setback Area:
 - a) At least 65% of the Principal Building façade shall be located within the Maximum Front Setback Area. To add variety and diversity to a Principal Building, up to 35% of a Principal Building's façade may have an architectural recess.
 - b) Protrusions on any portion of a Principal Building above the Ground Story shall be cantilevered.
 - c) No portion of a Principal Building façade within the Maximum Front Setback Area shall exceed 60 feet of continuous linear plane.
- iv. Minimum Setback Line from any Common Lot Line (applicable to all Structures): 5 feet.

- v. **Minimum Setback Line** from any DVN, MUC, LN, OV, or RN district boundary: Not applicable to this District.

b. Height

The intent for regulating a buildings' Height is to ensure that new buildings will coexist in harmony with Bridgton's varied and eclectic skyline.

- i. **Maximum Height of Principal Structure or Accessory Structure:** 35 feet.

ii. **Minimum Height of Principal Structure:** 18 feet.

iii. **Ground Floor Elevation Height**

- a) **For Residential Uses:** The average Ground Story finished floor elevation shall be a minimum of 2 feet and a maximum of 4 feet above the exterior sidewalk or front yard elevation at the Maximum Front Setback Line.
- b) **For Commercial Uses:** The average Ground Story finished floor elevation within 30 feet of the Maximum Front Setback Line shall be:
 - i) Not lower than the front sidewalk or front yard elevation; and
 - ii) Not higher than 21 inches above the sidewalk or front yard elevation.

c. Façade

i. Fenestration

The intent for regulating the ratio of a building's windows and doors to empty wall space is to promote visual interest and accessibility, enhancing the walkability of this district.

- a) Lengths of façade uninterrupted by windows or other external openings exceeding 15 feet are prohibited on all Ground Story façades.
- b) Ground Story Fenestration shall comprise a minimum of 25% of the Ground Story façade.
- c) Upper Story Fenestration shall comprise a minimum of 15% of the façade of each upper Story.
- d) Functioning doors shall be required along the Ground Story façade at intervals of no greater than 50 feet.

ii. Building Projection

The intent for regulating anything projecting from a structure is to protect from encroaching onto property boundaries or into public space.

- a) No portion of any Structure shall obstruct a public or private sidewalk, or extend beyond a property line, except as provided herein.

- b) Awnings on the Ground Story may project over a public sidewalk provided they maintain a clearance height of at least 8 feet but no more than 12 feet above the sidewalk.
- c) Signs may project over a public sidewalk provided that they maintain clearance height of at least 10 feet above the sidewalk. Awnings, balconies, stoops, porches, and walkways shall be set back at least 2 feet from a Common Lot Line, except for Alleys for which the property owners have a recorded an instrument allowing a lesser setback. Walkways and stoops providing access into a Structure shall not be subject to this requirement.

4. Street Wall

The intent for requiring a Street Wall is to provide a nearly continuous row of natural or manmade features that enhance the visual scale of the District.

Not regulated in this District.

5. Garage and Parking

The intent for directing parking to the rear and side of Structures is to allow varied and inviting Façades and landscapes to be what visitors experience, rather than parked vehicles and paved parking lots.

- a. All parking lots must be set back a minimum of 20 feet from the Front Public Lot Line.
- b. One curb cut with a width no greater than 22 feet is allowed on any street frontage for surface parking lots, unless otherwise required by The Maine Department of Transportation or unless the municipal reviewing authority finds that a greater curb cut width is necessary to provide for safe vehicular access. Shared egress and the reduction in the number of curb-cuts on 57 302, 117 and Main Street are a primary design consideration for all new development wherever possible.
- c. Openings for parking Garage access shall have a maximum height of 16 feet and an access width no greater than 24 feet.
- d. Garage entries may be set back up to a maximum 2 feet behind the front façade of the structure.
- e. Parking lots and Garages on lots with frontage on more than one street shall use the lesser street for vehicular access.

6. Corner Lots

Principal Buildings located on corner lots shall meet all standards applicable to each roadway.

7. Landscaping in Conjunction with Project Development

The intent of regulating plantings as a part of a construction project is to protect and enhance the character of this area of Bridgton's downtown.

- a. Shade Trees shall be placed in the Minimum Setback Area and the Maximum Front Set Back Area at a minimum density of 1 tree per 50 linear feet of lot frontage. Native species shall be used. Trees planted or saved to meet this requirement shall be a minimum of 2" in diameter at

breast height ("DBH") for new trees and a minimum of 4" DBH for existing trees. No existing trees shall be counted towards this requirement if they are included on the Maine Invasive Plant List.

- b. Medium Sized Trees shall be placed on the property at a minimum density of 1 tree per 900 square feet of pervious area. Existing Medium Sized Trees may be saved on the property to meet this requirement. Planted or existing trees shall be at least 6 to 8 feet in height for evergreen and multi-stemmed trees and 1½" to 2" DBH for flowering deciduous trees.
- c. Plantings, including Shrubs, perennials, and/or native ornamental grasses and ferns, shall be placed in the Setback Area so as to cover at least 15% of the Setback Area. Plants shall be installed in continuous beds and spaced and sized appropriately for the species. Plant sizing shall be 2-quart minimum for perennials, grasses and ferns; and 2-gallon minimum for woody shrubs.
- d. Any constructed berms with slopes greater than 10% shall be planted with groundcover, perennials, or native ornamental grasses so as to cover at least 50% of the berm area.
- e. Any front yard fence or wall shall not be more than 4 feet in height.
- f. All required plantings shall be installed prior to the issuance of a final occupancy permit. A temporary occupancy permit may be granted by the regulating authority.
- g. There must be a guaranteed 85% survival rate of plantings after one year. If the survival rate is not met after one-year, additional plantings are required to meet the 85% rule.

8. Sidewalks

The intent for requiring sidewalks is to preserve and increase the walkability of Bridgton's downtown.

Sidewalks shall be required along any arterial or Public Lot Line of the property, unless otherwise required by Maine Department of Transportation, or an alternate trail, bike path, or transit stop is provided.

9. Uses

Uses shall be consistent with the Purpose set forth for this District. The following uses, and any Structures associated with such uses, are allowed in this District:

a. Allowed uses:

- Accessory Use
- Agriculture, Non-Commercial
- Bar / Tavern / Cocktail Lounge
- Bed and Breakfast / Small Inn
- Boarding House
- Brewery / Distillery / Winery
- Community Center
- Day Care Facility
- Dwelling, Above Commercial
- Dwelling, Attached In-law Apartment
- Dwelling, Multi-family

Dwelling, Single Family
Dwelling, Two Family
Education Facility
Essential Services
Farmers Market / Farm Stand
Forestry Management Activities
Function Hall / Lodge / Clubhouse
Funeral Home
Group Home, Small
Home Occupation
Hotels / Large Inn
Liquor Store
Live Theater / Music / Entertainment
Marijuana Home Cultivation
Mass Gathering
Medical Marijuana Small-Scale Caregiver Operation
Midway / Fair
Mobile Temporary Vendor
Motel
Movie Theater
Neighborhood Convenience Store
Office Building, Large
Office Building, Small
Park and Recreational Services
Parking Garage
Professional Office and Service
Public Building
Public Open Space
Recreation, Indoor
Redemption / Recycling / Transfer Facility
Religious Assembly
Research Facility
Restaurant
Retail Business, small

C. Downtown Village Neighborhood District (DVN)

See Official Zoning Map for this District in Article VII Appendices Section 1, Map 5 of 11.

1. Purpose

These are primarily residential areas surrounding the historic downtown and have a mix of housing types. The purpose of this district is to retain and expand the residential opportunities within walking distance to the downtown. Permitted uses include mixed density residential, low impact community services, and appropriately scaled home-based business uses suitable for a central business area and mixed use village.

2. Open and Buildable Area

The intent for regulating Open Space and Buildable Area is to preserve and enhance the historic form and character of this district.

- a. Minimum Lot Size: 20,000 square feet.
- b. Minimum Lot Frontage: 100 feet.
- c. Maximum Lot Coverage: Not applicable to this District.

3. Building

a. Placement

The intent for regulating placement of structures is to preserve and enhance the visual interest of the historic form while allowing for commercial development in this District.

- i. Maximum Front Setback Line (applicable to Principal Buildings): 25 feet.
- ii. Minimum Front Setback Line (applicable to all Structures): At the Public Lot Line.
- iii. Minimum Setback Line from any Common Lot Line (applicable to all Structures): 10 feet from any lot line.
- iv. Minimum Setback Line from any DVN, MUC, LN, OV, or RN district boundary: Not applicable to this District.

b. Height

The intent for regulating a buildings' height is to ensure that new buildings will be able to coexists in harmony with Bridgton's varied and eclectic skyline.

- i. Maximum Height of Principal Structure or Accessory Structure: 35 feet.

c. Façade

i. Fenestration

The intent for regulating the ratio of a building's windows and doors to empty wall space is to promote visual interest and accessibility, enhancing the walkability of this District.

Not regulated in this District

ii. Building Projection

The intent for regulating anything projecting from a structure is to protect from its encroachment onto property boundaries or into public space.

Not regulated in this District

4. Street Wall

The intent for requiring a Street Wall is to provide a nearly continuous row of natural or manmade features that enhance the visual scale of the District.

Not regulated in this District

5. Garage and Parking

The intent for directing parking to the rear and side of Structures is to allow the varied and inviting Façades and landscapes to be what visitors experience, rather than parked vehicles and paved parking lots.

- a. All parking lots must be set back a minimum of 30 feet from the front Public Lot Line.
- b. One curb cut with a width no greater than 22 feet is allowed on any street frontage for surface parking lots, unless otherwise required by Maine Department of Transportation or unless the municipal reviewing authority finds that a greater curb cut width is necessary to provide for safe vehicular access. Shared egress and the reduction in the number of curb-cuts on RT 302, 117 and Main Street are a primary design consideration for all new development wherever possible.
- c. Openings for parking Garage access shall have a maximum height of 16 feet and an access width no greater than 24 feet.
- d. Garage entries may be set back up to a maximum 2 feet behind the front façade of the structure.
- e. Parking lots and Garages on lots with frontage on more than one street shall use the lesser street for vehicular access.

6. Corner Lots

Structures located on corner lots shall meet all applicable standards with respect to each roadway.

7. Landscaping in Conjunction with Project Development

The intent for regulating plantings as a part of a construction project is to protect the character of this District.

Not regulated in this District.

While landscaping is not regulated in this District, developers are encouraged to plant trees and create green space where appropriate to enhance the livability of the neighborhood.

8. Sidewalks

Not regulated in this District.

9. Uses

Uses shall be consistent with the Purpose set forth for this District. The following uses, and any Structures associated with such uses, are allowed in this District:

a. Allowed uses:

- Accessory Use
- Agriculture, Non-Commercial
- Aquaculture
- Assisted Living Facility
- Bed and Breakfast / Small Inn
- Boarding House
- Community Garden
- Dwelling, Above Commercial
- Dwelling, Attached In-law Apartment
- Dwelling, Detached In-law Apartment
- Dwelling, Multi-family
- Dwelling, Single Family
- Dwelling, Two Family
- Essential Services
- Forestry Management Activities
- Group Home, Small
- Home Occupation
- Marijuana Home Cultivation
- Medical Marijuana Small-Scale Caregiver Operation
- Park and Recreational Services
- Public Building
- Public Open Space
- Religious Assembly
- Retail Business, Small

D. Inner Corridor District (IC)

See Official Zoning Map for this District in Article VII Appendices Section 1, Map 6 of 11.

1. Purpose

The Inner Corridor represents the growth area along Portland Road between the historic business districts and the more rural Outer Corridor and Mixed Use Corridor. Careful attention is given to new development and expansion of existing development to encourage shared entrances and parking, connecting sidewalks, lighting, and signage, and provide for the installation and maintenance of active and passive green space. The intent is to encourage flexible design for modern business development, and to limit clutter and driver confusion. A thoughtful mix of uses at higher densities is envisioned, that allows residential, commercial, recreation and employment to work well in proximity to each other. Along with the Downtown Districts this area is intended to be served by water and sewer, allowing for new commercial and residential developments.

2. Open and Buildable Area

The intent for regulating Open Space and Buildable Area is to create an attractive balance of building and green space, encouraging high value development.

- a. Minimum Lot Size: 40,000 square feet.
- b. Minimum Lot Frontage: ~~None~~ 100 feet.
- c. Maximum Lot Coverage: Not applicable to this District.
- d. A contiguous Private Open Area equal to at least 15% of the Buildable Area shall be preserved on each lot.

3. Building

a. Placement

The intent for regulating a building's placement in this District is to create a high-functioning and attractive growth area, while also serving as an appealing gateway to Bridgton's downtown.

- i. Maximum Front Setback Line (applicable to Principal Buildings): 25 feet.
- ii. Minimum Front Setback Line (applicable to all Structures): 15 feet.
- iii. Minimum Setback Line from any Common Lot Line (applicable to all Structures): 15 feet.
- iv. Minimum Setback Line from any DVN, MUC, LN, OV, or RN district boundary: 20 feet.
- v. Requirements applicable to the Maximum Front Setback Area:
 - a) At least 65% of the Principal Building façade shall be located within the Maximum Front Setback Area. To add variety and diversity to a Principal Building, up to 35% of a Principal Building's façade may have an architectural recess subject to the requirements of subparagraph c, below. For lots with multiple Principal Buildings, at least one Principal Building shall meet this requirement.

b) Reserved.

c) No portion of a Principal Building façade within the Maximum Front Setback Area shall exceed 200 feet of continuous linear plane.

b. Height

The intent for regulating a Building's Height is to ensure that new buildings coexist in harmony with existing buildings in the District.

i. Maximum Height of Principal Structure or Accessory Structure: 45 feet.

c. Façade

i. Fenestration

The intent for regulating the ratio of a building's windows and doors to empty wall space is to promote visual interest and accessibility, enhancing the walkability of this district.

a) Lengths of façade uninterrupted by windows or other external openings exceeding 15 feet are prohibited on all Ground Story façades.

b) Ground Story Fenestration shall comprise a minimum of 30% of the Ground Story façade.

c) Upper Story Fenestration shall comprise a minimum of 20% of the façade of each upper Story.

ii. Building Projection

The intent for regulating anything projecting from a structure is to protect from its encroachment onto property boundaries or into public space.

a) No portion of any Structure shall obstruct a public or private sidewalk, or extend beyond a property line, except as provided herein.

b) Awnings on the Ground Story may project over a public sidewalk provided they maintain a clearance height of at least 8 feet but no more than 12 feet above the sidewalk.

4. Street Wall

The intent for requiring a street wall is to provide a nearly continuous row of natural or manmade features that enhance the visual scale of the District.

Not required in this district.

5. Garage and Parking

The intent for directing parking to the rear and side of Structures is to allow the varied and inviting Façades and landscaping to be what visitors entering this gateway to our town experience, rather than parked vehicles and paved parking lots.

- a. All parking lots must be set back a minimum of:
 - i. 25 feet from any Public Lot Line,
 - ii. 15 feet from any Common Lot Line, and
 - iii. 20 feet from any rear lot line.
- b. Vehicle parking areas shall be located behind the Parking Minimum Setback Lines set forth in subparagraph i, above, except where parking is underground.
- c. Unless otherwise required by Maine Department of Transportation or unless the municipal reviewing authority finds that a greater curb cut width is necessary to provide for safe vehicular access., curb cuts shall have a maximum clear width of no greater than 22 feet. Shared egress and the reduction in the number of curb-cuts on RT 302, 117 and Main Street are a primary design consideration for all new development wherever possible.
- d. Openings for parking Garage entries shall have a maximum clearance height of 16 feet and an access width no greater than 22 feet.
- e. Garage entries may be set back up to a maximum 2 feet behind the surrounding façade.

6. Corner Lots

All Buildings located on corner lots shall meet all applicable standards with respect to each roadway.

7. Landscaping in Conjunction with Project Development

The intent for regulating plantings as part of a construction project is to create high-functioning and attractive green space to enhance the character of this District.

- a. Shade Trees shall be placed in the Setback Area at a minimum density of 1 tree per 50 linear feet of lot frontage. Native species shall be used. Trees planted or saved to meet the requirement shall be 2" DBH minimum for new trees and 4" DBH minimum for existing trees. No existing trees shall be counted towards this requirement if they are included on the State of Maine's list of actual or potential invasive species.
- b. Medium Sized Trees shall be placed on the property at a minimum density of 1 trees per 900 square feet of pervious area. Existing Medium Sized Trees may be saved on the property to meet this requirement. Planted or existing trees shall be at least 6 to 8 feet in height for evergreen and multi-stemmed trees and 1 1/2" to 2" DBH for flowering deciduous trees.
- c. Plantings including woody Shrubs, perennials, native ornamental grasses and ferns, shall be placed in the Setback Area so as to cover at least 15% of the Setback Area. Plants shall be installed in continuous beds ad spaced and sized appropriately for the species. Plant sizing shall be 2-quart minimum for perennials, grasses and ferns; and 2-gallon minimum for woody shrubs.
- d. Any constructed berms with slopes greater than 10% shall be planted with groundcover, perennials or native ornamental grasses so as to cover at least 50% of the berm area.

- e. Any front yard fences or walls shall not be more than 4 feet in height.
- f. All required plantings shall be installed prior to the issuance of a final occupancy permit. A temporary occupancy permit may be granted by the regulating authority.
- g. There must be a guaranteed 85% survival rate of plantings after one year. If the survival rate is not met after one-year, additional plantings are required to meet the 85% rule.

8. Sidewalks

Sidewalks or connecting trails shall be required along the frontage of the property, unless otherwise required by the Maine Department of Transportation.

9. Uses

Uses shall be consistent with the Purpose set forth for this District. The following uses, and any Structures associated with such uses, are allowed in this District:

a. Allowed uses:

- Accessory Use
- Agriculture, Commercial
- Agriculture, Non-Commercial
- Ambulance Service
- Animal Shelter
- Aquaculture
- Assisted Living Facility
- Auctions / Auction House
- Auto Repair Service
- Auto Sales and Service
- Auto Washing Service
- Bank
- Bar / Tavern / Cocktail Lounge
- Bed and Breakfast / Small Inn
- Boarding House
- Boarding Kennel
- Boat Sales Service and Storage, Outdoor
- Boat Sales, Service and Storage, Indoor
- Brewery / Distillery / Winery
- Communication Service
- Community Center
- Day Care Facility
- Dwelling, Above Commercial
- Dwelling, Attached In-law Apartment
- Dwelling, Detached In-law Apartment
- Dwelling, Multi-family
- Dwelling, Single Family
- Dwelling, Two Family
- Education Facility
- Equipment Rental Service
- Essential Services
- Farmers Market / Farm Stand
- Firewood Processing and Sales

Forestry Management Activities
 Function Hall / Lodge / Clubhouse
 Funeral Home
 Garden Materials Yard
 Gas Station
 Group Home, Large
 Group Home, Small
 Health Institution
 Home Occupation
 Hospice Facility
 Hotels / Large Inn
 Laundry Service
 Liquor Store
 Live Theater / Music / Entertainment
 Manufacturing, Light
 Marijuana Establishment
 Marijuana Home Cultivation
 Mass Gathering
 Medical Marijuana Small-Scale Caregiver Operation
 Midway / Fair
 Minimart
 Mobile Temporary Vendor
 Motel
 Movie Theater
 Neighborhood Convenience Store
 Office Building, Large
 Office Building, Small
 Park and Recreational Services
 Parking Garage
 Pawn Shop
 Professional Office and Service
 Public Building
 Public Open Space
 Recreation, Indoor
 Recreation, Outdoor
 Redemption / Recycling / Transfer Facility
 Religious Assembly
 Research Facility
 Restaurant
 Restaurant, Drive-Thru
 Retail Business, Large
 Retail Business, Small
 Veterinary Service
 Water Extraction, Small Scale

E. Outer Corridor District (OC)

See Official Zoning Map for this District in Article VII Appendices Section 1, Map 7 of 11.

1. Purpose

The Outer Corridor is characterized by the highway approach into Bridgton from the south. This section of Route 302 lends residents, visitors, and passers-through alike an appealing vision of rock outcroppings, woods, and swamps, with a smattering of residences, businesses, and side roads along the way. The Outer Corridor offers a transitional area supporting a wide range of uses, at medium and low densities, with requirements to balance development with open space. To minimize conflicts between large-scale development and single family dwellings, larger scale multi-residential housing is encouraged in this district. Buffer and landscaping regulations seek to maintain the natural wooded entry point into the town. Side road access, shared entries, and rear access roads are encouraged.

2. Open and Buildable Area

The intent for regulating Open Space and Buildable Area is to preserve and enhance the natural character of this District.

- a. Minimum Lot Size: 80,000 square feet.
- b. Minimum Lot Frontage: ~~None~~ 100 feet..
- c. Maximum Lot Coverage: Not applicable to this District.

3. Building

a. Placement

The intent for regulating the placement of a Structure in this District is to preserve the wooded and undeveloped feel of this approach into Bridgton.

- i. Maximum Front Setback Line: None.
- ii. Minimum Front Setback Line (applicable to all Structures, including display areas for Outdoor Flea Markets and Open Air Markets): 75 feet from the Public Lot Line of SR 302, also known as Portland Road; 25 feet from any other Public Lot Line.
- iii. Minimum Setback Line from any Common Lot Line (applicable to all Structures): 15 feet for Accessory Residential Structures; 25 feet for all other Structures.
- iv. Minimum Setback Line from any DVN, MUC, LN, OV, or RN district boundary: 20 feet.

b. Height

The intent for regulating a building's height in this District is to ensure that new buildings will coexist in harmony with Bridgton's varied and eclectic skyline.

- i. Maximum Height of Principal Structure or Accessory Structure: 60 feet. This paragraph does not apply to telecommunications facilities, Communication Towers or wind energy systems.

c. Façade

i. Fenestration

The intent for regulating the ratio of a building's windows and doors to empty wall space is to promote visual interest and accessibility.

Not regulated in this District.

ii. Building Projection

The intent for regulating anything projecting from a structure is to protect from its encroachment onto property boundaries or into public space.

Not regulated in this District.

4. Street Wall

The intent for requiring a street wall is to provide a nearly continuous row of natural or manmade features that enhance the visual scale of the District.

Not regulated in this district.

5. Garage and Parking

The intent for directing parking to the rear and side of Structures is to allow the varied and inviting Façades and landscaping to be what visitors experience, rather than parked vehicles and paved parking lots.

a. Minimum Front Setback Line: 75 feet from Public Lot line.

b. Minimum side and rear setback line: 20 feet from any public lot line or common lot line.

c. Unless otherwise required by Maine Department of Transportation and/or the Town of Bridgton, curb cuts shall have a maximum clear width of no greater than 24 feet. Shared egress and the reduction in the number of curb-cuts on SR 302, 117 and Main Street are a primary design consideration for all new development wherever possible.

6. Corner Lot

All Buildings located on corner lots shall meet all applicable standards with respect to each roadway.

7. Landscaping in Conjunction with Project Development

The intent for regulating landscaping in this District is to preserve the wooded buffers and undeveloped character of this approach into Bridgton.

a. The 75-foot Minimum Setback Area for Commercial Uses on a Major Artery shall be planted with a well-distributed mix of native canopy trees, conifers, understory trees, Shrubs, and groundcovers to best simulate the layers of natural buffer found along the Major Artery. This planting shall remain undisturbed post-development.

- b. A planting plan for the 75-foot Minimum Setback Area shall be prepared and submitted for review by the Planning Board as part of site plan review.
 - c. All required plantings shall be installed prior to the issuance of a final occupancy permit. A temporary occupancy permit may be granted by the regulating authority.
 - d. To the extent wooded buffers exist within the 75-foot Minimum Setback Area, maintaining such buffers is preferable to planting, and such existing buffers will be considered to meet the planting buffer requirements set forth in subparagraphs a, b, and c above.
 - e. There must be a guaranteed 85% survival rate of plantings after one year. If the survival rate is not met after one-year, additional plantings are required to meet the 85% rule.
- 8. Sidewalks**

Sidewalks are not required in this District.

9. Uses

Uses shall be consistent with the Purpose set forth for this District. The following uses, and any Structures associated with such uses, are allowed in this District:

a. Allowed uses:

Accessory Use
Agriculture, Commercial
Agriculture, Non-Commercial
Agriculture, Products Processing
Ambulance Service
Animal Shelter
Aquaculture
Assisted Living Facility
Auctions / Auction House
Auto Repair Service
Auto Sales and Service
Auto Washing Service
Bank
Bar / Tavern / Cocktail Lounge
Bed and Breakfast / Small Inn
Boarding Kennel
Boat Sales Service and Storage, Outdoor
Boat Sales, Service and Storage, Indoor
Brewery / Distillery / Winery
Building Materials Yard
Cemetery
Communication Service
Community Center
Community Garden
Day Care Facility
Dwelling, Attached In-law Apartment
Dwelling, Detached In-law Apartment
Dwelling, Multi-family
Dwelling, Single Family

Dwelling, Two Family
 Education Facility
 Equestrian Facility
 Equipment Rental Service
 Essential Services
 Farmers Market / Farm Stand
 Firewood Processing and Sales
 Forestry Management Activities
 Fuel Storage Depot, Bulk
 Function Hall / Lodge / Clubhouse
 Funeral Home
 Garden Materials Yard
 Gas Station
 General Contractor Yard
 Health Institution
 Home Occupation
 Hospice Facility
 Hotels / Large Inn
 Laundry Service
 Liquor Store
 Live Theater / Music / Entertainment
 Livestock, Personal use
 Manufacturing, Heavy
 Manufacturing, Light
 Marijuana Establishment
 Marijuana Home Cultivation
 Mass Gathering
 Medical Marijuana Small-Scale Caregiver Operation
 Midway / Fair
 Minimart
 Mobile Temporary Vendor
 Motel
 Movie Theater
 Neighborhood Convenience Store
 Office Building, Large
 Office Building, Small
 Outdoor Flea Market / Open Air Market
 Park and Recreational Services
 Parking Garage
 Pawn Shop
 Professional Office and Service
 Public Building
 Public Open Space
 Recreation, Indoor
 Recreation, Outdoor
 Redemption / Recycling / Transfer Facility
 Religious Assembly
 Research Facility
 Restaurant
 Restaurant, Drive-Thru
 Retail Business, Large
 Retail Business, Small
 Salvage Yard

Sawmill
Self-Storage Facility
Solar Farm
Vehicle and Small Engine Repair Shop
Veterinary Service
Warehousing and Distribution
Water Extraction, Large Scale
Water Extraction, Small Scale

F. Mixed Use Corridor District (MUC)

See Official Zoning Map for this District in Article VII Appendices Section 1, Map 8 of 11.

1. Purpose

The Mixed Use Corridor contains extensive rural areas, with some existing residential and commercial uses. Low-impact commercial and recreational uses along with continued residential development are appropriate, and the overall rural and scenic characteristics of this District should be preserved.

2. Open and Buildable Area

The intent of regulating Open Space and Buildable Area is to preserve and enhance the character of this District.

- a. Minimum Lot Size: 80,000 square feet.
- b. Minimum Lot Frontage: 200 feet.
- c. Maximum Lot Coverage: 50%.

3. Building

a. Placement

The intent for regulating the placement of a building is to preserve and enhance the character of this District.

- i. Maximum Front Setback Line: None.
- ii. Minimum Front Setback Line (applicable to all Structures): 75 feet.
- iii. Minimum Setback Line from any Common Lot Line (applicable to all Structures): 15 feet for Single Family Dwellings; 25 feet for all other Structures.
- iv. Minimum Setback Line from any DVN, MUC, LN, OV, or RN district boundary: Not applicable to this District.

b. Height

The intent for regulating a Structure's Height is to ensure that new Structures coexist in harmony with existing Structures in the District.

- i. Maximum Height for Single Family Dwellings, Two Family Dwellings, and Multi-Family Dwellings and Accessory Structures:
 - a) Maximum Height of Principal Structure or Accessory Structure: 35 feet.
- ii. Maximum Height for All other Structures, including Commercial Structures and Accessory Structures:
 - a) Maximum Height of Principal Structure: 60 feet.

b) **Maximum Height of Accessory Structure:** 35 feet.

c. Façade

i. Fenestration

The intent for regulating the ratio of a building's windows and doors to empty wall space is to promote visual interest and accessibility.

Not regulated in this District.

ii. Building Projection

The intent for regulating anything projecting from a structure is to protect from its encroachment onto property boundaries or into public space.

Not regulated in this District.

4. Street Wall

The intent for requiring a street wall is to provide a nearly continuous row of natural or manmade features that enhance the visual scale of the District.

Not regulated in this district.

5. Garages and Parking

The intent for directing parking to the rear and side of Structures is to allow the varied and inviting Façades and landscaping to be what visitors experience, rather than parked vehicles and paved parking lots.

a. **Minimum Front Setback Line:** 75 feet from Public Lot line.

b. **Minimum side and rear setback line:** 20 feet from any public lot line or common lot line.

c. Unless otherwise required by Maine Department of Transportation or unless the municipal reviewing authority finds that a greater curb cut width is necessary to provide for safe vehicular access, curb cuts shall have a maximum clear width of no greater than 24 feet. Shared egress and the reduction in the number of curb-cuts on SR 302, 117 and Main Street are a primary design consideration for all new development wherever possible.

6. Corner Lots

All Buildings located on corner lots shall meet all applicable standards with respect to each roadway.

7. Landscaping in Conjunction with Project Development

The intent for regulating landscaping in this District is to preserve the wooded buffers and undeveloped character of this approach into Bridgton.

a. The 75-foot Minimum Setback Area for Commercial Uses on a Major Artery shall be planted with a well-distributed mix of native canopy trees, conifers, understory trees, Shrubs, and

groundcovers to best simulate the layers of natural buffer found along the Major Artery. This planting shall remain undisturbed post-development.

- b. A planting plan for the 75-foot Minimum Setback Area shall be prepared and submitted for review by the Planning Board as part of site plan review.
- c. All required plantings shall be installed prior to the issuance of a final occupancy permit. A temporary occupancy permit may be granted by the regulating authority.
- d. To the extent wooded buffers exist within the 75-foot Minimum Setback Area, maintaining such buffers is preferable to planting, and such existing buffers will be considered to meet the planting buffer requirements set forth in subparagraphs a, b, and c, above.
- e. There must be a guaranteed 85% survival rate of plantings after one year. If the survival rate is not met after one-year, additional plantings are required to meet the 85% rule.

8. Sidewalks

Not required in this District.

9. Uses

Uses shall be consistent with the Purpose set forth for this District. The following uses, and any Structures associated with such uses, are allowed in this District:

a. Allowed uses:

Accessory Use
Agriculture, Commercial
Agriculture, ECO-Tourism
Agriculture, Non-Commercial
Agriculture, Products Processing
Ambulance Service
Animal Shelter
Aquaculture
Assisted Living Facility
Auctions / Auction House
Auto Repair Service
Auto Sales and Service
Auto Washing Service
Bank
Bar / Tavern / Cocktail Lounge
Bed and Breakfast / Small Inn
Boarding House
Boarding Kennel
Boat Sales Service and Storage, Outdoor
Boat Sales, Service and Storage, Indoor
Brewery / Distillery / Winery
Building Materials Yard
Campground
Cemetery
Children's Summer Camp
Communication Service

Community Center
 Community Garden
 Day Care Facility
 Dwelling, Above Commercial
 Dwelling, Attached In-law Apartment
 Dwelling, Detached In-law Apartment
 Dwelling, Multi-family
 Dwelling, Single Family
 Dwelling, Two Family
 Education Facility
 Equestrian Facility
 Equipment Rental Service
 Essential Services
 Extractive / Quarry / Mining
 Farmers Market / Farm Stand
 Forestry Management Activities
 Firewood Processing and Sales
 Fuel Storage Depot, Bulk
 Function Hall / Lodge / Clubhouse
 Funeral Home
 Garden Materials Yard
 Gas Station
 General Contractor Yard
 Group Home, Large
 Group Home, Small
 Health Institution
 Home Occupation
 Hospice Facility
 Hotels / Large Inn
 Laundry Service
 Liquor Store
 Live Theater / Music / Entertainment
 Livestock, Personal use
 Manufacturing, Heavy
 Manufacturing, Light
 Marijuana Home Cultivation
 Mass Gathering
 Medical Marijuana Small-Scale Caregiver Operation
 Midway / Fair
 Minimart
 Mobile Home
 Mobile Home Park
 Mobile Temporary Vendor
 Motel
 Movie Theater
 Neighborhood Convenience Store
 Office Building, Large
 Office Building, Small
 Outdoor Flea Market / Open Air Market
 Park and Recreational Services
 Parking Garage
 Pawn Shop
 Professional Office and Service

Public Building
Public Open Space
Recreation, Indoor
Recreation, Outdoor
Redemption / Recycling / Transfer Facility
Religious Assembly
Research Facility
Restaurant
Restaurant, Drive-Thru
Retail Business, Large
Retail Business, Small
Salvage Yard
Sawmill
Self-Storage Facility
Vehicle and Small Engine Repair Shop
Veterinary Service
Warehousing and Distribution
Water Extraction, Small Scale

G. Lakeside Neighborhood District (LN)

See Official Zoning Map for this District in Article VII Appendices Section 1, Map 9 of 11.

1. Purpose

Lakeside Neighborhood includes the mostly residential areas that surround Bridgton's lakes. Regulation in this District intends to protect access for residents while also protecting lakes from excessive development activity. There are seasonal businesses located in Lakeside Neighborhood — summer camps, campgrounds, and lodging — the continued use of these properties is supported. New construction should be compatible with adjacent structures. Special care should be taken to protect existing native vegetation in these critical watershed areas.

2. Open and Buildable Area

The intent for regulating Open Space and Buildable Area is to preserve and enhance the balance of natural vegetation, protecting the watershed from over development.

- a. Minimum Lot Size: 50,000 square feet.
- b. Minimum Lot Frontage: 100 feet.
- c. Maximum Lot Coverage: 30%.

3. Building

a. Placement

The intent for regulating the placement of a Structure in this District is to preserve the natural and wooded character of this District.

- i. Maximum Front Setback Line: None.
- ii. Minimum Front Setback Line (applicable to all Structures): 20 feet.
- iii. Minimum Setback Line from any Common Lot Line (applicable to all Structures): 10 feet.
- iv. Minimum Setback Line from any DVN, MUC, LN, OV, or RN district boundary: Not applicable to this District.

b. Height

The intent for regulating a Structure's Height is to ensure that new Structures coexist in harmony with existing Structures in the District.

- i. Maximum Height of Principal Structure or Accessory Structure: 35 feet.

c. Façade

i. Fenestration

The intent for regulating the ratio of a buildings' windows and doors to empty wall space is to promote visual interest and accessibility.

Not regulated in this District.

ii. Building Projection

The intent for regulating anything projecting from a structure is to protect from its encroachment onto property boundaries or into public space.

Not regulated in this District.

4. Street Wall

The intent for requiring a street wall is to provide a nearly continuous row of natural or manmade features that enhance the visual scale of the District.

Not required in this District.

5. Garages and Parking

The intent for directing parking to the rear and side of Structures is to allow the varied and inviting Façades and landscaping to be what visitors experience, rather than parked vehicles and paved parking lots.

Not regulated in this District.

6. Corner Lots

All Buildings located on corner lots shall meet all applicable standards with respect to each roadway.

7. Landscaping in Conjunction with Project Development

The intent of regulating landscaping as a part of a construction project is to protect the character of this district.

While there are no regulations regarding landscaping in this District, careful planning and oversight is encouraged so that native vegetation is preserved wherever possible, and tree plantings and green space created in keeping with the purpose for this district.

8. Sidewalks

Not required in this District.

9. Uses

Uses shall be consistent with the Purpose set forth for this District. The following uses, and any Structures associated with such uses, are allowed in this District:

a. Allowed uses:

- Accessory Use
- Agriculture, ECO-Tourism
- Agriculture, Non-Commercial
- Bed and Breakfast / Small Inn
- Boat Launching Facility
- Boat Sales Service and Storage, Outdoor
- Boat Sales, Service and Storage, Indoor
- Campground
- Cemetery
- Children's Summer Camp
- Community Center
- Community Garden
- Day Care Facility
- Dwelling, Above Commercial
- Dwelling, Attached In-law Apartment
- Dwelling, Detached In-law Apartment
- Dwelling, Multi-family
- Dwelling, Single Family
- Dwelling, Two Family
- Essential Services
- Forestry Management Activities
- Group Home, Small
- Home Occupation
- Hospice Facility
- Hotels / Large Inn
- Live Theater / Music / Entertainment
- Livestock, Personal use
- Marijuana Home Cultivation
- Marina
- Mass Gathering
- Medical Marijuana Small-Scale Caregiver Operation
- Motel
- Neighborhood Convenience Store
- Office Building, Small
- Park and Recreational Services
- Public Building
- Public Open Space
- Religious Assembly
- Research Facility

H. Outer Village District (OV)

See Official Zoning Map for this District in Article VII Appendices Section 1, Map 10 of 11.

1. Purpose

The Outer Village District represents the small village nodes, where residential density has developed over time. Regulation for this district intends to protect special and historic neighborhood features and identities, and support small, compatible, community-serving businesses. These neighborhoods provide limited, suburban or rural residential development opportunities as a transition to rural areas.

2. Open and Buildable Area

The intent for regulating Open Space and Buildable Area is to preserve and enhance the character of this District.

- a. Minimum Lot Size: 20,000 square feet.
- b. Minimum Lot Frontage: 75 feet.
- c. Maximum Lot Coverage: Not applicable to this District.

3. Building

a. Placement

The intent for regulating the placement of a Structure in this District is to preserve the character of this District.

- i. Maximum Front Setback Line: None.
- ii. Minimum Front Setback Line (applicable to all structures): 20 feet.
- iii. Minimum Setback Line from any Common Lot Line (applicable to all Structures): 10 feet.
- iv. Minimum Setback Line from any DVN, MUC, LN, OV, or RN district boundary: Not applicable to this District.

b. Height

The intent for regulating a Structure Height is to ensure that new Structures coexist in harmony with existing Structures in this District.

- i. Maximum Height of Principal Structure or Accessory Structure: 35 feet.

c. Façade

i. Fenestration

The intent for regulating the ratio of a building's windows and doors to empty wall space is to promote visual interest and accessibility.

Not regulated in this District.

ii. Building Projection

The intent for regulating anything projecting from a structure is to protect from its encroachment onto property boundaries or into public space.

Not regulated in this District.

4. Street Wall

The intent for requiring a street wall is to provide a nearly continuous row of natural or manmade features that enhance the visual scale of the District.

Not required in this District.

5. Garages and Parking

The intent for directing parking to the rear and side of Structures is to allow the varied and inviting Façades and landscaping to be what visitors experience, rather than parked vehicles and paved parking lots.

a. Commercial parking at side or back of building

b. Driveways:

i. Residential: maximum width, 15 feet

ii. Commercial: Minimum width, 20 feet; Maximum width, 22 feet.

6. Corner Lots

All Buildings located on corner lots shall meet all applicable standards with respect to each roadway.

7. Landscaping in Conjunction with Project Development

The intent of regulating landscaping as a part of a construction project is to protect the character of the District.

Not regulated in this District.

While landscaping is not regulated in this District, developers are encouraged to plant trees and create green space where appropriate to enhance the livability of the neighborhood.

8. Sidewalks

Not required in this District.

9. Uses

Uses shall be consistent with the Purpose set forth for this District. The following uses, and any Structures associated with such uses, are allowed in this District:

a. Allowed uses:

- Accessory Use
- Agriculture, ECO-Tourism
- Agriculture, Non-Commercial
- Ambulance Service
- Auctions / Auction House
- Bank
- Bar / Tavern / Cocktail Lounge
- Bed and Breakfast / Small Inn
- Boarding House
- Brewery / Distillery / Winery
- Community Center
- Community Garden
- Day Care Facility
- Dwelling, Above Commercial
- Dwelling, Attached In-law Apartment
- Dwelling, Detached In-law Apartment
- Dwelling, Multi-family
- Dwelling, Single Family
- Dwelling, Two Family
- Education Facility
- Essential Services
- Farmers Market / Farm Stand
- Forestry Management Activities
- Function Hall / Lodge / Clubhouse
- Funeral Home
- Group Home, Small
- Home Occupation
- Hospice Facility
- Hotels / Large Inn
- Laundry Service
- Live Theater / Music / Entertainment
- Marijuana Home Cultivation
- Mass Gathering
- Medical Marijuana Small-Scale Caregiver Operation
- Midway / Fair
- Mobile Temporary Vendor
- Motel
- Neighborhood Convenience Store
- Office Building, Large
- Office Building, Small
- Outdoor Flea Market / Open Air Market
- Park and Recreational Services
- Professional Office and Service
- Public Building
- Public Open Space
- Recreation, Indoor

Religious Assembly
Research Facility
Restaurant
Retail Business, Small

I. Rural Neighborhood District (RN)

See Official Zoning Map for this District in Article VII Appendices Section 1, Map 11 of 11.

1. Purpose

Regulation in this District is intended to protect the rural character and natural beauty of these areas, while supporting low-density residential development at no more than one unit per two acres. Cluster development, allowing smaller lots or condominium clusters to occupy a percentage of the land in order to preserve open space and environmental features, is encouraged. Small scale, low intensity rural-serving commercial and agricultural uses may be directed to locate at intersections of arterial roads or major crossroads.

2. Open and Buildable Area

The intent of regulating Open Space and Buildable Area is to preserve and enhance the character of this District.

- a. Minimum Lot Size: 40,000 square feet for Retail Business use; 80,000 square feet for all other uses.
- b. Minimum Lot Frontage: 100 feet.
- c. Maximum Lot Coverage: 30%.

3. Building

a. Placement

The intent for regulating the placement of a Structure on a lot is to preserve the character of this District.

- i. Maximum Front Setback Line: None.
- ii. Minimum Front Setback Line (applicable to all Structures): 75 feet.
- iii. Minimum Setback Line from any Common Lot Line (applicable to all Structures): 25 feet.
- iv. Minimum Setback Line from any DVN, MUC, LN, OV, or RN district boundary: Not applicable to this District.

b. Height

The intent for regulating a Structure's Height is to ensure that new Structures coexist in harmony with existing Structures in the District.

- i. Maximum Height of Principal Structure or Accessory Structure: 35 feet.

c. Façade

i. Fenestration

The intent for regulating the ratio of a building's windows and doors to empty wall space is to promote visual interest and accessibility.

Not regulated in this District.

ii. Building Projection

The intent for regulating anything projecting from a structure is to protect from its encroachment onto property boundaries or into public space.

Not regulated in this District.

4. Street Wall

The intent for requiring a street wall is to provide a nearly continuous row of natural or manmade features that enhance the visual scale of the District.

Not required in this District.

5. Garages and Parking

The intent for directing parking to the rear and side of Structures is to allow the varied and inviting Façades and landscaping to be what visitors experience, rather than parked vehicles and paved parking lots.

a. **Commercial:** Commercial parking is required to be located at side or back of building. No parking in front of the building.

b. **Driveway:**

i. **Residential:** Maximum Width: 15 feet

ii. **Commercial:** Minimum Width: 20 feet; Maximum Width: 22 feet.

6. Corner Lots

All Buildings located on corner lots shall meet all applicable standards with respect to each roadway.

7. Landscaping in Conjunction with Project Development

The intent of regulating plantings as a part of a construction project is to protect the character of this district.

Not regulated in this District.

8. Sidewalks

Sidewalks shall be required along any arterial or Public Lot Line of the property, unless otherwise required by Maine Department of Transportation, or an alternate trail, bike path, or transit stop is provided.

Not required in this District.

9. Uses

Uses shall be consistent with the Purpose set forth for this District. The following uses, and any Structures associated with such uses, are allowed in this District:

a. Allowed uses:

- Accessory Use
- Agriculture, Commercial
- Agriculture, ECO-Tourism
- Agriculture, Non-Commercial
- Agriculture, Piggery
- Agriculture, Poultry
- Agriculture, Products Processing
- Ambulance Service
- Animal Shelter
- Assisted Living Facility
- Auctions / Auction House
- Bed and Breakfast / Small Inn
- Boarding House
- Boarding Kennel
- Boat Sales, Service and Storage, Outdoor
- Boat Sales, Service and Storage, Indoor
- Building Materials Yard
- Campground
- Cemetery
- Children's Summer Camp
- Communication Service
- Community Center 77
- Community Garden
- Day Care Facility
- Dwelling, Above Commercial
- Dwelling, Attached In-law Apartment
- Dwelling, Detached In-law Apartment
- Dwelling, Multi-family
- Dwelling, Single Family
- Dwelling, Two Family
- Education Facility
- Equestrian Facility
- Essential Services
- Extractive / Quarry / Mining
- Farmers Market / Farm Stand
- Firewood Processing and Sales
- Forestry Management Activities
- Function Hall / Lodge / Clubhouse

Garden Materials Yard
General Contractor Yard
Group Home, Large
Group Home, Small
Health Institution
Home Occupation
Hospice Facility
Live Theater / Music / Entertainment
Livestock, Personal use
Manufacturing, Light
Marijuana Home Cultivation
Mass Gathering
Medical Marijuana Small-Scale Caregiver Operation
Midway / Fair
Mobile Home
Mobile Home Park
Outdoor Flea Market / Open Air Market
Park and Recreational Services
Public Building
Public Open Space
Recreation, Indoor
Recreation, Outdoor
Religious Assembly
Research Facility
Retail Business, Small
Sawmill
Solar Farm
Vehicle and Small Engine Repair Shop
Veterinary Service
Water Extraction, Small Scale

Section 3. Tables

A. Land Uses by District

The following table sets out land uses for each district. In case of any difference of meaning or implication between the text of this Ordinance and the following table, the text shall control.

A yes(y) means that the use is permitted, and the applicant should initiate any application process by contacting the Code Enforcement Officer.

USE CATEGORY	Districts											NOTES/LIMITATIONS *
	DVB I Ground Story	DVB I Upper Stories	DVB II	DVN	IC	OC	MUC	LN	OV	RN		
Accessory Use	Y	N	Y	Y	Y	Y	Y	Y	Y	Y		
Agriculture, Commercial	N	N	N	N	Y	Y	Y	N	N	Y		
Agriculture, ECO - Tourism	N	N	N	N	N	N	Y	Y	Y	Y		
Agriculture, Non-Commercial	N	N	Y	Y	Y	Y	Y	Y	Y	Y		
Agriculture, Piggery	N	N	N	N	N	N	N	N	N	Y		
Agriculture, Poultry	N	N	N	N	N	N	N	N	N	Y		
Agriculture, Products Processing	N	N	N	N	N	N	Y	N	N	Y		
Ambulance Service	N	N	N	N	Y	Y	Y	N	Y	Y		
Animal Shelter	N	N	N	N	Y	Y	Y	N	N	Y		
Aquaculture	N	N	N	Y	Y	Y	Y	N	N	N		
Assisted Living Facility	N	N	N	Y	Y	Y	Y	N	N	N		
Auctions / Auction House	N	N	N	N	Y	Y	Y	N	Y	Y		
Auto Repair Service	N	N	N	N	Y	Y	Y	N	N	N		
Auto Sales and Service	N	N	N	N	Y	Y	Y	N	N	N		
Auto Washing Service	N	N	N	N	Y	Y	Y	N	N	N		

USE CATEGORY	DVB I Ground Story	DVB I Upper Stories	DVB II	DVN	IC	OC	MUC	LN	OV	RN	NOTES/LIMITATIONS *
Bank	Y	Y	N	N	Y	Y	Y	N	Y	N	
Bar / Tavern / Cocktail Lounge	Y	Y	Y	N	Y	Y	Y	N	Y	N	
Bed and Breakfast / Small Inn	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	
Boarding House	N	Y	Y	Y	Y	N	Y	N	Y	Y	
Boarding Kennel	N	N	N	N	Y	Y	Y	N	Y	Y	
Boat Launching Facility	N	N	N	N	N	N	N	Y	N	N	
Boat Sales Service and Storage, Outdoor	N	N	N	N	Y	Y	Y	Y	N	Y	
Boat Sales, Service and Storage, Indoor	N	N	N	N	Y	Y	Y	Y	N	Y	
Brewery / Distillery / Winery	Y	Y	Y	N	Y	Y	Y	N	Y	N	
Building Materials Yard	N	N	N	N	N	Y	Y	N	Y	N	
Campground	N	N	N	N	N	N	Y	N	N	Y	
Cemetery	N	N	N	N	N	Y	Y	Y	N	Y	
Children's Summer Camp	N	N	N	N	N	N	Y	Y	N	Y	
Communication Service	N	N	N	N	Y	Y	Y	N	N	Y	
Community Center	Y	Y	Y	N	Y	Y	Y	Y	Y	Y	
Community Garden	N	N	N	Y	N	Y	Y	Y	Y	Y	
Day Care Facility	N	N	Y	N	Y	Y	Y	Y	Y	Y	
Dwelling, Above Commercial	N	Y	Y	Y	Y	N	Y	Y	Y	Y	5-ac-required for residential home
Dwelling, Attached In-law Apartment	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	5-ac-required for residential home
Dwelling, Detached In-law Apartment	N	N	N	Y	Y	Y	Y	Y	Y	Y	5-ac-required for residential home
Dwelling, Multi-family	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	5-ac-required for residential home
Dwelling, Single Family	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	5-ac-required for residential home
Dwelling, Two Family	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	5-ac-required for residential home
Education Facility	Y	Y	Y	N	Y	Y	Y	N	Y	Y	

USE CATEGORY	DVB I Ground Story	DVB I Upper Stories	DVB II	DVN	IC	OC	MUC	LN	OV	RN	NOTES/LIMITATIONS *
Equestrian Facility	N	N	N	N	N	Y	Y	N	N	Y	
Equipment Rental Service	N	N	N	N	Y	Y	Y	N	N	N	
Essential Services	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	
Extractive / Quarry / Mining	N	N	N	N	N	N	Y	N	N	Y	
Farmers Market / Farm Stand	Y	N	Y	N	Y	Y	Y	N	Y	Y	
Firewood Processing and Sales	N	N	N	N	Y	Y	Y	N	N	Y	
Forestry Management Activities	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	
Fuel Storage Depot, Bulk	N	N	N	N	N	Y	Y	N	N	N	
Function Hall / Lodge / Clubhouse	N	N	Y	N	Y	Y	Y	N	Y	Y	
Funeral Home	Y	Y	Y	N	Y	Y	Y	N	Y	N	
Gas Station	N	N	N	N	Y	Y	Y	N	N	N	
General Contractor Yard	N	N	N	N	N	Y	Y	N	N	Y	
Group Home, Large	N	N	N	N	Y	N	Y	N	N	Y	
Group Home, Small	N	N	Y	Y	Y	N	Y	Y	Y	Y	
Health Institution	N	N	N	N	Y	Y	Y	N	N	Y	
Home Occupation	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	
Hospice Facility	N	N	N	N	Y	Y	Y	Y	Y	Y	
Hotels / Large Inn	Y	Y	Y	N	Y	Y	Y	Y	Y	N	
Laundry Service	N	N	N	N	Y	Y	Y	N	Y	N	
Liquor Store	Y	N	Y	N	Y	Y	Y	N	N	N	
Live Theater / Music / Entertainment	Y	N	Y	N	Y	Y	Y	Y	Y	Y	
Livestock, Personal use	N	N	N	N	N	Y	Y	Y	N	Y	
Manufacturing, Heavy	N	N	N	N	N	Y	Y	N	N	N	
Manufacturing, Light	N	Y	N	N	Y	Y	Y	N	N	Y	
Marijuana Establishment	N	N	N	N	Y	Y	N	N	N	N	
Marijuana Home Cultivation	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	
Marina	N	N	N	N	N	N	N	Y	N	N	
Mass Gathering	Y	N	Y	N	Y	Y	Y	Y	Y	Y	

USE CATEGORY	DVB I Ground Story	DVB I Upper Stories	DVB II	DVN	IC	OC	MUC	LN	OV	RN	NOTES/LIMITATIONS *
Medical Marijuana Small-Scale Caregiver Operation	N	N	Y	Y	Y	Y	Y	Y	Y	Y	
Minimart	N	N	N	N	Y	Y	Y	N	N	N	
Mobile Home	N	N	N	N	N	N	Y	N	N	Y	
Mobile Home Park	N	N	N	N	N	N	Y	N	N	Y	
Mobile Temporary Vendor	Y	N	Y	N	Y	Y	Y	N	Y	N	
Motel	N	N	Y	N	Y	Y	Y	Y	Y	N	
Movie Theater	Y	Y	Y	N	Y	Y	Y	N	N	N	
Neighborhood Convenience Store	Y	Y	Y	N	Y	Y	Y	Y	Y	N	
Office Building, Large	Y	Y	Y	N	Y	Y	Y	N	Y	N	
Office Building, Small	Y	Y	Y	N	Y	Y	Y	Y	Y	N	
Outdoor Flea Market / Open Air Market	N	N	N	N	N	Y	Y	N	Y	Y	
Park and Recreational Services	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	
Parking Garage	Y*	Y*	Y	N	Y	Y	Y	N	N	N	Structure(s), entries and exits may not front or utilize Main Street
Pawn Shop	N	N	N	N	Y	Y	Y	N	N	N	
Professional Office and Service	Y	Y	Y	N	Y	Y	Y	N	Y	N	
Public Open Space	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	
Recreation, Indoor	Y	N	Y	N	Y	Y	Y	N	Y	Y	
Recreation, Outdoor	N	N	N	N	Y	Y	Y	N	N	Y	
Redemption / Recycling / Transfer Facility	N	N	Y	N	Y	Y	Y	N	N	N	
Religious Assembly	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	
Research Facility	N	Y	Y	N	Y	Y	Y	Y	Y	Y	
Restaurant	Y	Y	Y	N	Y	Y	Y	N	Y	N	
Restaurant, Drive-Thru	N	N	N	N	Y	Y	Y	N	N	N	
Retail Business, Large	Y	N	N	N	Y	Y	Y	N	N	N	
Retail Business, small	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	

USE CATEGORY	DVB I Ground Story	DVB I Upper Stories	DVB II	DVN	IC	OC	MUC	LN	OV	RN	NOTES/LIMITATIONS *
Retail Fuel Distributor	N	N	N	N	N	Y	Y	N	N	N	
Sawmill and Related Operation's	N	N	N	N	N	Y	Y	N	N	Y	
Self-Storage Facilities	N	N	N	N	N	Y	Y	N	N	N	
Solar Farm	N	N	N	N	N	Y	N	N	N	Y	
Summer Camps - boys & girls	N	N	N	N	N	N	Y	Y	N	Y	
Theaters - Movie	Y	Y	Y	N	Y	Y	Y	N	N	N	
Vehicle & Small Engine Repair Shop	N	N	N	N	N	Y	Y	N	N	Y	
Salvage Yard	N	N	N	N	N	Y	Y	N	N	N	A minimum lot size of 25 ac is required
Veterinary Services	N	N	N	N	Y	Y	Y	N	N	Y	
Warehousing & Distribution	N	N	N	N	N	Y	Y	N	N	N	
Water Extraction, Large Scale	N	N	N	N	N	Y*	N	N	N	N	A minimum lot size of 100 ac is required
Wind Farm	N	N	N	N	N	N	N	N	N	N	

B. Dimensional Requirements by District

The following table sets out dimensional requirements for each district. In case of any difference of meaning or implication between the text of this Ordinance and the following table, the text shall control.

	DVB I	DVB II	DVN	IC	OC	MUC	LN	OV	RN
Minimum Lot Size (sq. ft.)	2500	20,000	20,000	40,000	80,000	80,000	50,000	20,000	80,000 ⁴
Minimum Lot Frontage (ft.)	None	None	100	None 100	None 100	200	100	75	100
Maximum Lot Coverage	N/A	N/A	N/A	N/A	N/A	50%	30%	N/A	30%
Maximum Front Setback Line, Principal Buildings (ft.)	6	15	25	25	None	None	None	None	None
Minimum Front Setback Line (ft.)	0	10	0	15	75/25 ¹	75	20	20	75
Minimum Setback Line from Common Lot Line (ft.)	2	5	10	15	15/25 ²	15/25 ³	10	10	25
Minimum Setback Line from DVN, MUC, LN, OV, or RN district boundary (ft.)	N/A	N/A	N/A	20	20	N/A	N/A	N/A	N/A
Maximum Height (ft.)	35	35	35	45	60	35/60 ⁵	35	35	35
Minimum Height (ft.)	18	18	N/A	N/A	N/A	N/A	N/A	N/A	N/A

¹ 75 ft. from SR 302; 25 ft. from any other Public Lot Line.

² 15 ft. for Accessory Residential Structures; 25 feet for all other Structures.

³ 15 ft. for Single Family Dwellings; 25 ft. for all other Structures.

⁴ 40,000 sq. ft. for Retail Business Use; 80,000 for all other uses.

⁵ 35 ft. for Single Family, Two Family, and Multi-Family Dwellings and accessory structures; 60 ft. for all other Principal Structures.

ARTICLE III. REQUIREMENTS FOR ALL DISTRICTS

Section 1. General Requirements

No use is allowed unless it is listed as an allowed use in this Ordinance and any use not expressly allowed in a District shall be prohibited in that District.

ARTICLE IV. ADMINISTRATION

Section 1. Permit Required

Unless otherwise provided, no Structure, or part thereof, shall be erected, altered, improved, renovated, enlarged, moved, or demolished and no use shall be changed or expanded without a written permit issued by the Code Enforcement Officer or the Planning Board. Such a permit shall be issued only if the application materials, building plans and proposed uses comply with the requirements of this Ordinance and all other applicable laws, regulations and Ordinances.

Section 2. No Permit Required

No building permit shall be required for the following Structures or uses:

- A. Free-standing Structures Accessory to Residential uses not more than 100 square feet in area and not exceeding 10 feet in Height.
- B. Maintenance of Structures, including, but not limited to, insulation, plumbing, painting, re-roofing, and minor efficiency upgrades such as replacement doors or windows.
- C. Enclosure of a pasture or area with a fence.
- D. Projects, which in total concept do not exceed \$900.00 in fair market value (labor and materials).

Section 3. Issuance and Time Limits of Permits

Each permit shall be issued in writing in duplicate with one copy to the applicant and one copy, including any conditions or exceptions attached thereto, kept on file in the Town office.

If no start is made on the construction or use for which a permit was issued within one year of the date of the permit, the permit shall lapse and become void. A permit shall expire if the construction for which the permit was issued is not substantially started within two years of the date of issuance of the permit, or if the use for which the permit was issued is discontinued for a term of 12 or more months. The Code Enforcement Officer may issue a temporary certificate of occupancy or a permit extension for one additional year if, in the Code Enforcement Officer's judgment, reasonable progress is being made and nuisance conditions do not exist. Extensions beyond one year shall require a new permit.

Section 4. Application Requirements

Each application for a permit required under this Ordinance shall be filed in written form with the Code Enforcement Officer. The Code Enforcement Officer will determine the required application(s) to complete, and the review and approval authority. The Code Enforcement Officer will follow the Site Plan Review Ordinance and all other relevant ordinances in making this determination.

Section 5. Suspension and Revocation of Permits

A permit may be suspended or revoked if:

- A. The permit was issued on incomplete or false information, or continuation of the work authorized would result in a violation of applicable laws, regulations or Ordinances;
- B. A violation was created during the completion of work initially authorized by the permit;

- C. The continuation of the work authorized is endangering or may endanger the safety, health or general welfare of the public;
- D. The scope of the work for which the permit was issued is or has been exceeded; or
- E. The Code Enforcement Officer is unable to determine the continued validity of a permit, in which case the Code Enforcement Officer shall suspend the permit, without penalty, and require the permit holder to file an appeal.

A notice of suspension pursuant to this paragraph shall be in writing, stating the reason for the suspension, the corrective measures to be taken, and the period of time given to the applicant to correct the violation. The suspension of a permit shall apply only to that segment of the work authorized which is, or will create, a violation. Such suspension shall cease when the Code Enforcement Officer certifies that the violation or potential violation ceases to exist. When cause for suspension has been removed or corrected, the Code Enforcement Officer shall so certify, in writing, and state the reason for the suspension, the corrective measures taken, and the period of time which the applicant had to correct the violation.

If, within the time specified for correction, the violation has not been corrected or removed, the suspension may be continued, or the Code Enforcement Officer may then revoke the permit.

When a permit is revoked, the Code Enforcement Officer shall prepare a statement stating the reasons for revocation, and the corrective measures, if any, that may be

taken to correct the violation. Such revocation statement shall include a time period given to correct the violation and shall remain in force until (i) the Code Enforcement Officer determines that the work for which the permit was issued will not result in a new or continued violation, (ii) the violation has been removed or otherwise discontinued, or (iii) a new permit has been issued. During the period of revocation, no work, other than the corrective measures directed by the Code Enforcement Officer, shall continue on a project for which a permit was issued except as may be required in the interest of public safety, health and welfare or protection of property, such work having the written approval of the Code Enforcement Officer.

Section 6. Certificates of Occupancy

After a building, Structure, or part thereof has been erected, altered, improved, renovated, enlarged, moved, or demolished and before a use has been initiated, changed or expanded, a certificate of occupancy shall be obtained from the Code Enforcement Officer before the same may be occupied or used. A certificate of occupancy is also required for the following:

- A. An increase in the number of Housing Units in a Structure, or on a lot;
- B. The establishment or change in the use of a Home Occupation;
- C. A change in the use of a nonconforming Structure or lot; or
- D. Occupancy and use, or change of use, of vacant land.

ARTICLE V. ENFORCEMENT

Any violation of this Ordinance shall be deemed to be a nuisance. Failure to comply with the terms and conditions of any permit or approval granted under this Ordinance shall be a violation of this Ordinance. The Code Enforcement Officer shall enforce the provisions of this Ordinance in accordance with 30-A M.R.S.A. §§ 4451-4454.

Section 1. Authority

The Code Enforcement Officer shall be appointed or reappointed annually and, if certified in accordance with 30-A M.R.S.A. § 4451, shall have all of the powers and authorities described in 30-A M.R.S.A. § 4452, as the same may be amended.

A. Enforcement and Notice of Violation

The Code Enforcement Officer shall enforce the provisions of this Ordinance and the terms and conditions of any permit or approval granted under this Ordinance, including approvals from the Code Enforcement Officer, Department Heads, Planning Board and Board of Appeals. If, after investigation, the Code Enforcement Officer finds that any provision of this Ordinance or any term or condition of any permit or approval granted under this Ordinance is being violated, he/she shall give written notice in person or by certified mail, return receipt requested, of such violation to the owner or the occupant of such premises, or to any other person responsible for such violation, indicating the nature of the violation and ordering that action necessary to correct it, including discontinuance of illegal use of land, buildings or Structures, or work being done, removal of illegal buildings or Structures, and abatement of nuisance conditions, be taken within some designated reasonable time. A copy of such notice shall be submitted to the Select Board and shall be maintained as a permanent record.

B. Inspection and Investigation

The Code Enforcement Officer shall conduct on-site inspections to ensure compliance with all applicable laws and all terms and conditions attached to permits and approvals under this Ordinance. The Code Enforcement Officer shall also investigate all complaints of alleged violations of this Ordinance.

C. Records

The Code Enforcement Officer shall keep a complete record of all essential transactions of the office, including applications submitted, permits granted or denied, variances granted or denied by the Board of Appeals, revocation actions, revocation of permits, appeals, court actions, violations investigated, violations found, and fees collected. On an annual basis, a summary of this record shall be submitted to the Director of the Bureau of Land and Water Quality within the Department of Environmental Protection.

Section 2. Penalties

A. Actions and Consent Agreements

1. If, after notice given, a violation or nuisance condition is not abated or corrected within the specified time, the Code Enforcement Officer shall report same to the Select Board. The Code Enforcement Officer's report shall indicate the additional enforcement actions that he/she intends to take and whether the Town Attorney has been consulted or will subsequently be involved. At its next meeting, the Select Board shall consider whether to accept, reject or modify the Code Enforcement Officer's report. The Select Board shall not entertain comment from the person alleged to have

violated this Ordinance nor shall it take any evidence relating to whether a violation has in fact occurred.

2. The Select Board or its authorized agent is hereby authorized to enter into administrative consent agreements for the purpose of eliminating violations of this Ordinance and recovering fines without court action.

B. Fines and Penalties

1. Any person who violates any term or condition of an approval from the Code Enforcement Officer, Department Heads, Planning Board or Board of Appeals or who continues to violate any other provision of this Ordinance after receiving notice of such violation shall be subject to such fines, penalties, actions and orders as are authorized by 30-A M.R.S § 4452, as same may be amended. A fine or penalty may be imposed for each violation. Each day of violation after notification shall constitute a separate offense with respect to each violation.
2. Any contractor involved in any activity regulated by the provisions of this Ordinance may be held liable for fines for violating this Ordinance if the necessary permits for said activity have not been obtained.
3. Any person, including, but not limited to, a landowner, the landowner's agent, tenant, or contractor, who violates any provision of this Ordinance shall be liable for the penalties set forth in 30-A MRS § 4452 as may be amended, including attorney fees.

Section 3. Validity and Severability

The invalidity of any section, provision or article of this Ordinance shall not affect the validity of any other section, provision or article of this Ordinance.

Section 4. Authority, Appeals and Variances

A. Authority

The Board of Appeals of the Town of Bridgton may, upon written application of an aggrieved party, hear and decide appeals where it is alleged that there is an error in any order, requirement, decision, or determination made by, or failure to act by, the code enforcement officer or planning board in the administration or enforcement of the provisions of this Ordinance. The Board of Appeals may grant a variance from the requirements of this Ordinance consistent with state law and the provisions of this Section 4.

B. Appeals

1. Any person, firm or corporation aggrieved by a decision of the Code Enforcement Officer ("CEO") or Planning Board may appeal such decision to the Board of Appeals within 30 days of the written decision by filing an appeal at the office of the Town Clerk on forms approved by the Board of Appeals.
2. The fee established by the Board of Selectmen (see fee schedule) shall be paid at the time of filing the appeal to cover the cost of notice and advertising. An escrow fee also established by the Board of Selectmen shall be paid for miscellaneous services rendered in processing the application. Any unused portion of the escrow shall be returned to the appellant.

3. The Board of Appeals shall hold a public hearing on each appeal. In appeals involving the use of buildings or lots, at least twelve (12) days prior to the public hearing, the Board of Appeals shall notify by mail the owners of all property within five hundred (500) feet of the lots involved of the nature of the appeal and the time and place of the public hearing. In the case of appeals involving lot size, lot frontage, lot coverage, fenestration, setback, height or other space and bulk regulations or interpretation, at least twelve (12) days prior to the public hearing, the Board of Appeals shall notify by mail the owners of property abutting the property for which an appeal is taken of the nature of the appeal and of the time and place of the public hearing. For the purposes of this section, the owners of property shall be considered to be the parties listed in the most recent version of the Town of Bridgton Assessing Office Property Owner Lists available at the Town of Bridgton Municipal Office created by the Town of Bridgton Assessing Department and amended periodically. Failure of any property owner to receive a notice of public hearing shall not necessitate another public hearing or invalidate any action of the Board of Appeals.
4. Appeals from decisions of the CEO, the Local Plumbing Inspector, and the Planning Board made without conducting a public hearing, shall be de novo. The CEO shall transmit to the Board of Appeals the decision and all documents and other evidence on which the decision was based which may be considered as evidence in the de novo proceeding. The Board of Appeals shall conduct a public hearing at which all persons shall have the right to present additional testimony and documentary evidence. At the public hearing, any party shall have the right to cross-examine witnesses. The standard of review shall be whether, on the basis of the evidence before the Board of Appeals, the application conforms to the requirements of the Ordinance. The burden of proof shall be upon the applicant for the permit or approval. The Board of Appeals shall have authority to grant or deny a permit or approval or to remand the matter to the CEO, Local Plumbing Inspector, or Planning Board for further proceedings.
5. Appeals from decisions of the Planning Board made after conducting a public hearing shall be purely appellant. The CEO shall transmit to the Board of Appeals the decision of the Planning Board and all documents and other evidence comprising the record on which the Planning Board decision was based. The Board of Appeals shall conduct a public proceeding at which all persons shall have the right to present legal argument concerning the decision of the Planning Board. The Board of Appeals shall not permit the introduction of additional testamentary or documentary evidence. The standard of review shall be whether the decision of the Planning Board was arbitrary or capricious, based on error of law or on findings of fact not supported by substantial evidence in the record. The Board of Appeals shall have authority to sustain or reverse a decision of the Planning Board or to remand the matter to the Planning Board for further proceedings.
6. The Board of Appeals shall not continue a public hearing on an appeal to a future date except for good cause.
7. The affirmative vote of three members of the Board of Appeals shall be necessary to grant an approval or permit on appeal from a decision of the CEO or Local Plumbing Inspector, or to grant an appeal from a decision of the Planning Board. The failure of the Board of Appeals to issue a written notice of its decision, directed to the appellant by registered mail, within thirty-five (35) days of the close of the public hearing shall constitute a denial of the appeal.
8. Any aggrieved party may appeal a decision of the Board of Appeals to Maine Superior Court within 45 days of the date of the vote of the Board of Appeals in accordance with 30-A M.R.S.A. § 2691 and Rule 80B of the Maine Rules of Civil Procedure.

C. Variances

1. Granting of Variance to be Handled Strictly

The Board of Appeals shall limit any variances granted as strictly as possible in order to ensure conformance with the purposes and provisions of this Ordinance to the greatest extent possible, and in so doing may impose such conditions to a variance as it deems necessary. The party receiving the variances shall comply with any conditions imposed.

2. Copy of Application to Department of Environmental Protection

For any variance application within the Shoreland Zone, a copy of each variance request, including the application and all supporting information supplied by the applicant, shall be forwarded by the Board of Appeals to the Commissioner of the Department of Environmental Protection at least twenty (20) days prior to action by the Board of Appeals. Any comments received from the Commissioner prior to the action by the Board of Appeals shall be made part of the record and shall be taken into consideration by the Board of Appeals.

3. Variance, General

Except as otherwise provided in subsections 4, 5, and 6, below, a variance may be granted by the Board of Appeals:

- a. Only when strict application of the Ordinance, or a provision thereof, to the petitioner and the petitioner's property would cause undue hardship; and
- b. When the proposed Structure or use would meet all the provisions of this Ordinance except for the specific provision(s) from which relief is sought.

Variances shall not be granted for establishment of any uses otherwise prohibited by this Ordinance.

For purposes of this subsection, the words "undue hardship" shall mean:

- a. That the land in question cannot yield a reasonable return unless a variance is granted;
- b. That the need for a variance is due to the unique circumstances of the property and not to the general conditions in the neighborhood;
- c. That the granting of the variance will not alter the essential character of the locality; and
- d. That the hardship is not the result of action taken by the applicant or a prior owner.

4. Variance from Dimensional Standards

- a. The Board of Appeals may grant a variance from the dimensional standards of this Ordinance when strict application of the provisions of the Ordinance would create a practical difficulty, as defined herein, and when the following conditions exist:
 - i. The need for a variance is due to the unique circumstances of the property, and not to the general conditions in the neighborhood;

- ii. The granting of a variance will not produce an undesirable change in the character of the neighborhood and will not have an unreasonably detrimental effect on either the use or fair market value of abutting properties;
 - iii. The practical difficulty is not the result of action taken by the applicant or a prior owner;
 - iv. No other feasible alternative is available to the applicant;
 - v. The granting of a variance will not have an unreasonably adverse effect on the natural environment; and
 - vi. The property is not located, in whole or in part, within a shoreland area, as defined in 38 M.R.S.A. § 435.
- b. As used in this subsection:
- i. "Dimensional standards" means and is limited to those provisions of this Ordinance which relate to lot area, Lot Coverage, Lot Frontage, and setback requirements.
 - ii. "Practical difficulty" means that the strict application of the Ordinance to the property for which a variance is sought would both preclude the ability of the applicant to pursue a use of the property which is permitted in the district in which the property is located and would result in significant economic injury to the applicant.
 - iii. "Significant Economic Injury" means the value of the property if the variance were denied would be substantially lower than its value if the variance were granted. To satisfy this standard, the applicant need not prove that denial of the variance would mean the practical loss of all beneficial use of the land.

5. Setback Variance for Single Family Dwelling

- a. The Board of Appeals may grant a variance from required minimum and maximum setbacks from lot lines for a Single-Family Dwelling subject to the following limitations:
 - i. A variance granted under this subsection may not exceed twenty (20%) percent of the applicable setback requirement.
 - ii. A variance shall not be granted under this subsection if the variance would cause a violation of the Maximum Lot Coverage.
- b. The Board must find that strict application of the Ordinance to the applicant and the applicant's property would cause undue hardship. For purposes of this subsection, the words "undue hardship" shall mean:
 - i. That the need for a variance is due to the unique circumstances of the property and not to the general conditions in the neighborhood;
 - ii. That the granting of a variance will not alter the essential character of the locality;
 - iii. That the hardship is not the result of action taken by the applicant or a prior owner;
 - iv. That the granting of the variance will not substantially reduce or impair the use of the abutting property; and

- v. That the granting of a variance is based upon demonstrated need, not convenience, and no other feasible alternative is available.

6. Disability Variance

The Board of Appeals may grant a variance from setback requirements only to an owner of a Dwelling Unit, for the purpose of making that unit accessible to a person with a disability who resides in or regularly uses the unit. The Board of Appeals shall restrict any variance granted under this subsection solely to the installation of equipment or the construction of structures necessary for access to or egress from the unit by the person with the disability. The Board of Appeals may impose conditions on the variance, including limiting the variance to the duration of the disability or to the time that the person with the disability lives in the unit. The term "structures necessary for access to or egress from the dwelling" shall include railings, walls, or roof systems necessary for the safety or effectiveness of the structure.

7. Notice and Public Hearing

The Board of Appeals shall hold a public hearing on each variance request. At least twelve (12) days prior to the public hearing, the Board of Appeals shall notify by mail the owners of property abutting the property for which a variance is requested of the nature of the variance request and the time and place of the public hearing. For purposes of this section, the owners of property shall be considered to be the parties listed in the most recent version of the Town of Bridgton Assessing Office Property Owner Lists available at the Town of Bridgton Municipal Office created by the Town of Bridgton Assessing Department and amended periodically. Failure of any property owner to receive a notice of public hearing shall not necessitate another public hearing or invalidate any action of the Board of Appeals.

8. Recording

If the Board of Appeals grants a variance under this Article XV, a certificate indicating the name of the current property owner, identifying the property by reference to the last recorded deed in its chain of title, and indicating the fact that a variance, including any conditions on the variance, has been granted and the date of the granting, shall be prepared in recordable form. This certificate must be recorded by the applicant or owner of the Dwelling Unit in the Cumberland County Registry of Deeds within 90 days of the date of the final written approval of the variance or the variance is void. The variance is not valid until recorded as provided in this subsection. For the purpose of this subsection, the date of the final written approval shall be the date stated on the written approval.

9. Conflict with State Law

In the event of a conflict between this Article V and the provisions of state law governing variances, setback variances for single-family dwellings, variances from dimensional standards, or variances for disability structures, the State Law provisions shall control.

Section 5. Amendment

This Ordinance may be amended by secret ballot referendum vote or by written ballot at a regular or special Town Meeting, after a public hearing conducted by the Planning Board and the Board of Selectmen.

There shall be four methods for proposing amendments to this Ordinance, as follows:

- A. Citizen Petition.** Upon the written petition of a number of registered voters equal to at least 10% of the number of votes cast in the Town at the last gubernatorial election, but in no case fewer than 10

registered voters, the Board of Selectmen may insert in the warrant for a regular or special Town Meeting an article to amend this Ordinance, in accordance with applicable state law.

B. Property Owner. A property owner may submit a written request to the Planning Board to consider an amendment for recommendation to the Board of Selectmen, and the Planning Board shall conduct a public hearing on the request. Notice of the public hearing shall be provided as set forth in paragraph 5.E below.

1. The Planning Board, may, upon a written request from a property owner, submit a written request to the Board of Selectmen to insert in the warrant for a regular or special Town Meeting an article to amend this Ordinance.
2. Such request shall contain at a minimum the following materials:
 - a. An application form from the Code Enforcement Office;
 - b. A map showing the properties to be affected by the amendment and properties located within 600 feet of those properties;
 - c. A map showing the existing land uses at the time of application of the above-mentioned properties and area;
 - d. A narrative and evidence of how the requested change meets the policies and strategies in the most recently adopted Comprehensive Plan (including the Land Use Plan);
 - e. Other information necessary to illustrate the need for a change in the district or other standards in this Ordinance.
 - f. Within 30 days of submission of the written request, together with fees and materials, the Planning Board shall meet to determine if the application is complete for their review. A public hearing will be held within 45 days of the Planning Board finding the application complete.
 - g. At the public hearing, the Planning Board shall hear the request and accept public comment on the request. After the close of the hearing, the Planning Board shall determine whether to:
 - i. Recommend to the Board of Selectmen the written request as submitted;
 - ii. Recommend the request with amendments or conditions that would bring the proposal into conformance with the most recently adopted Comprehensive Plan; or,
 - iii. Take no action.
 - h. If the Planning Board takes no action on the written request, the property owner may seek other alternatives. Planning Board action under this Article is not subject to appeal.
 - i. The Planning Board shall submit its decision to the Board of Selectmen within 30 days of the close of the public hearing.

C. Planning Board.

The Planning Board may propose an amendment to this Ordinance, and the Planning Board shall conduct a public hearing on the proposed amendment. Notice of the public hearing shall be provided as set forth paragraph 5.E below.

At the public hearing, the Planning Board shall accept public comment on the proposal. After the close of the public hearing, the Planning Board shall determine whether to:

1. Recommend to the Board of Selectmen the proposal as originally contemplated by the Planning Board.
2. Recommend with amendments or conditions.
3. Take no action.

D. Board of Selectmen.

The Board of Selectmen may direct Town staff to prepare and submit a written request to the Planning Board to consider an amendment, and the Planning Board shall conduct a public hearing on this request. Notice of the Planning Board public hearing shall be provided as set forth in paragraph 5.E below.

E. Notice Requirements for Planning Board Hearing.

Prior to the amendment of this Ordinance or the Official Zoning Maps, the Planning Board shall post and publish notice of a public hearing in accordance with the following provisions.

1. The notice must be posted in the Bridgton Town office at least 13 days prior to the public hearing.
2. The notice must be published at least twice in a newspaper that complies with 1 M.R.S. Section 601 and that has a general circulation in the municipality. This requirement is typically met by publication in the Bridgton Daily News.
3. The date of the first publication shall be at least twelve days before the hearing and the date of the second publication shall be at least seven days before the hearing.
4. The notice must be written in plain English and be understandable by the average citizen.
5. If a proposed amendment to this Ordinance or the Official Zoning Maps will have the effect, within a geographically specific portion of the Town, of either prohibiting all industrial, commercial or retail uses where any of those uses is permitted, or permitting any industrial, commercial or retail uses where any of these uses is prohibited, the Planning Board shall give written notice to the owners of property in accordance with 30-A M.R.S. Section 4252(10) (A) and (B). For the purpose of notification, the owners of property shall be considered to be the persons listed in the most recent version of the Town of Bridgton Assessing Office Property Owner list. Notice shall be deemed received if mailed to an owner's last known address according to the Town tax records. Failure of any property owner to actually receive notice shall not necessitate another hearing or invalidate any actions of the Planning Board.
6. The provisions of 30-A M.R.S. Section 4352(10) shall apply to any action challenging the validity of an amendment to this Ordinance or the Official Zoning Maps based on the Town's failure to comply within subparagraph 5.E.v above.
7. Following the conclusion of the Planning Board's public hearing, the Planning Board shall make a recommendation to the Board of Selectmen whether to include the proposed amendment in a town meeting warrant.
8. After receiving the recommendation from the Planning Board, the Board of Selectmen, by a majority vote, shall determine whether the proposed amendment shall be placed on the town meeting warrant. If the proposed amendment is placed on the ballot for a referendum vote, the

Board of Selectmen shall conduct a public hearing on the proposed article at least 10 days before the referendum vote. Notice of the Board of Selectmen's public hearing must be posted at least 7 days in advance of the public hearing.

9. The public hearings required to be held by the Planning Board and the Board of Selectmen may be combined into a single consolidated hearing attended by both boards provided that the notice requirements applicable to both the Planning Board and Board of Selectmen hearings are satisfied.

Section 6. Construction of Language

- A. In the interpretation and enforcement of this Ordinance, all words other than those specifically defined herein shall have their ordinarily accepted meaning unless a different meaning is clearly implied by the context in the Article in which they are used.
- B. The word "person" includes an individual, corporation, firm, governmental agency, municipality, trust, estate, partnership, association, a joint venture, or other legal entity.
- C. The words "shall" and "will" are mandatory; the word "may" is permissive.
- D. All references in this Ordinance to "Town", "The Town", "Bridgton", "the Town of Bridgton", and to any board, official or officer, unless clearly defined otherwise, shall be construed to be references to the Town of Bridgton, Maine, an incorporated municipality in the County of Cumberland County, State of Maine and its municipal boards, officials and officers.
- E. In case of any difference of meaning or implication between the text of this Ordinance and any map, illustration, or table, the text shall control.

ARTICLE VI. DEFINITIONS

Unless the context otherwise requires, the terms defined in this Article VI shall have the meanings set forth below for purposes of this Ordinance, regardless of whether or not the terms are capitalized; the singular shall include the plural, and the plural shall include the singular. Unless a general definition (such as, but not limited to, Agriculture, Commercial, Manufacturing, Retail Business, Home Occupation or Accessory Use) expressly includes a Marijuana Establishment, the definition shall not be construed so as to include a Marijuana Establishment.

Accessory Structure — A Structure that is subordinate and customarily incidental to the principal Structure on the same lot.

Accessory Use — A Use that is subordinate and customarily incidental to the principal use on the same lot.

Adult Use Marijuana Cultivation Facility — A “cultivation facility” as that term is defined in 28-B M.R.S. § 102(13), as amended, and its successor provisions.

Adult Use Marijuana Products Manufacturing Facility — A “products manufacturing facility” as that term is defined in 28-B M.R.S. § 102(43), as amended, and its successor provisions.

Adult Use Marijuana Store — A “marijuana store” as that term is defined in 28-B M.R.S. § 102(34), as amended, and its successor provisions.

Adult Use Marijuana Testing Facility — A “testing facility” as that term is defined in 28-B M.R.S. § 102(54), as amended, and its successor provisions.

Aggrieved Person or Party — A person who participated in a hearing, if one is held under this Ordinance, and who suffers a particularized injury as a result of the grant or denial of a permit, approval or variance under this Ordinance.

Agriculture — The production, breeding, keeping, or maintenance for sale or lease of plants or livestock, including, but not limited to, forage and sod crops, grain and seed crops, dairy animals and dairy products, poultry and poultry products, fruits and vegetables, and ornamental and greenhouse products. “Agriculture” does not include Forest Management Activities or Sawmills.

Agriculture, Commercial — Agriculture use whereby the principal use is any combination of Agriculture, including but not limited to agricultural composting operations, agricultural products, and agricultural support services, as those terms are defined in 7 M.R.S.A. § 152. This definition includes Accessory on-site Retail and off-site distribution.

Agriculture, Eco-Tourism — A range of activities, services and amenities provided by farmers and rural people to attract tourist to their area in order to supplement income for their primary business; does not include “Agriculture, Piggery” or “Agriculture, Poultry” as defined in this Ordinance.

Agriculture, Non-Commercial — Agriculture use primarily for household use; does not include “Agriculture, Piggery” or “Agriculture, Poultry” as defined in this Ordinance.

Agriculture, Piggery — A premises, area, fenced enclosure, building or structure, or portion thereof, used or designed for the production, keeping, or breeding of pigs, with more than two sows or twenty head; or of any smaller number if designed or operated in a manner that results in nuisance impacts on abutting or nearby properties.

Agriculture, Poultry — A premises, area, fenced enclosure, building or structure, or portion thereof, used or designed for the production, keeping, or breeding of poultry or fowl or production of eggs, for commercial purposes as a principal use; or for any purpose or as an Accessory Use, if designed or operated in a manner that results in nuisance impacts on abutting or nearby properties.

Agriculture, Product Processing — The processing of agricultural products into nonagricultural products, including without limitation food and drink products; does not include "Agriculture, Piggery" or "Agriculture, Poultry" as defined in this Ordinance.

Alley — A public or private right of way less than 22 feet wide that is primarily designed to serve as a secondary access to the rear or side of those properties whose principal frontage is on another street.

Ambulance Service — Facility for ambulance or paramedic services that are emergency services that treat illnesses and injuries that require an urgent medical response, and which provide out-of-hospital treatment and transport to definitive care.

Animal Breeding — The process of selective mating of animals; refer to Agriculture.

Animal Production — Refer to Agriculture.

Animal Shelter — Facility used to house or contain stray, homeless, abandoned, or unwanted animals that is owned, operated, or maintained by a public body, an established humane society, or other non-profit organization devoted to the welfare, protection, and humane treatment of animals.

Aquaculture — The hatching, raising, and breeding of fish or other aquatic animals and aquatic plants for sale.

Assisted Living Facility — Residence for the elderly that provides housing limited care, meals, personal care, and supervision; may provide other services, such as recreational activities, financial services, and transportation.

Attic Story — The space enclosed within the roof of a Structure that is not used for any commercial or residential purposes.

Auction/Auction House — A facility or place used for a public sale in which goods or property are sold to the highest bidder.

Auto Repair Service — Establishment primarily engaged in the maintenance and repair of passenger vehicles, pickup trucks, commercial trucks, and similar vehicles.

Auto Sales and Service — The use of any building, land area, or other premise principally for the display, sale, rental, or lease of new or used automobiles, light trucks, vans, trailers, or recreation vehicles. This use includes any vehicle preparation, warranty, or repair work conducted as an Accessory use.

Auto Washing Service — A facility used to clean the exterior and, in some cases, the interior of motor vehicles.

Awning — A secondary covering on a frame attached to the exterior wall of a building which when open projects away from that exterior wall.

Balcony — A projecting platform that is open and roofless and which is suspended or cantilevered from, or supported solely by, a Principal Building.

Bank — A financial institution open to the public that is engaged in deposit banking and/or that performs closely related functions such as making loans, investments, and fiduciary activities.

Bar/Tavern/Cocktail Lounge — A facility, building, or Structure primarily devoted to the serving of alcoholic beverages and which the service of food is only incidental to the consumption of such beverages. The term includes meeting places or non-profit organizations, if they are licensed to serve alcoholic beverages.

Basement — That portion of a building which is partly or completely below grade.

Bed and Breakfast/Small Inn — A private residence, which is the innkeeper's principal residence that offers sleeping accommodations to lodgers in eight or fewer rooms for rent with no provision for cooking in any individual guest room. A lodger is a person who rents a room in a Ben and Breakfast/Small Inn for less than 30 days. There shall be no provision for cooking in any individual guest room.

Block Corner — The intersection of two or more Public Lot Lines.

Boarding House — A residential structure in which six or fewer rooms, or rooms and meals, are provided to occupants for at least one week, with meals available only to the occupants. The building must be occupied by a resident owner or manager. There shall be no provision for cooking in any individual guest room; housekeeping services may be included.

Boarding Kennel — A place where domestic pets are housed temporarily for a fee.

Boat Launching Facility — A facility designed for the launching and landing of watercraft, which may include an access ramp, docking area, and parking spaces for boats and trailers.

Boat Sales, Service and Storage, Indoor — The sale, maintenance, and storage of watercraft totally within an enclosed building or Structure.

Boat Sales, Service and Storage, Outdoor — The sale, maintenance, and storage of watercraft wholly or partially in the open.

Brewery/Distillery/Winery — An establishment or place where beer, liquor or wine is made commercially, which may also be licensed to sell on the premises as a Bar/Tavern/Cocktail Lounge.

Buffer — A defined and described tract of land or parcel, or portion thereof, that is required to remain unaltered excepting any improvements to minimize erosion, noise or visual impact.

Buildable Area — The area of a parcel of land minus the area of all required Minimum Setback Areas and open space requirements.

Building Materials Yard — And outside storage area for material which is used in building and construction. Examples are roofing, fill material, wood, equipment, vehicles, machinery, paints, pipes, or electrical components.

Campground — An area devoted to overnight recreational or educational use where land area is divided into sites or lots for which a charge is made either on a short- or long-term basis by sale, rent or lease, or condominium-type of ownership.

Cemetery — An area devoted to the burial of the dead, including mausoleums, and related sales and maintenance facilities. This definition includes, but is not limited to, mortuaries when operated within the boundary of a cemetery.

Children's Summer Camp — A seasonal camp which may include seasonal buildings providing room, board, and recreational and athletic facilities for children during all or part of a vacation period, normally the summer, for a fee.

Cluster Housing Development — Detached or attached residential dwelling units placed on individual lots within an overall tract with the remaining area devoted to common open space.

Commercial — A use that involves the buying or selling of goods or services or the provision of facilities for a fee.

Common Lot Line — A lot line shared between properties other than a Public Lot Line.

Communication Service — Public and private companies in the telecom (landline and wireless), internet, cable, satellite, and managed services businesses, not including Communication Towers.

Communication Tower — Any structure, whether free-standing or in association with a building or other permanent structure, that is designed and constructed primarily for the purposes of supporting one or more antennas, including self-supporting lattice towers, guy towers, or monopole towers. The term includes radio and television transmission towers, microwave towers, common-carrier towers, cellular phone towers, alternative tower structures, and similar structures.

Community Center — A place or building used by the public for meetings for social, educational, recreational activities, or similar uses, none of which are operated for profit.

Community Garden — A single piece of land gardened collectively by a group of people utilizing either individual or shared plots on private or public land.

Condominium — A form of housing tenure and other real property where a specified part of a piece of real estate is individually owned while use of and access to common facilities in the piece such as hallways, heating system, elevators, and exterior areas is executed under legal rights associated with individual ownership and controlled by the association of owners that jointly represent ownership of the whole piece.

Corner Lot — A lot abutting on and at the intersection of two or more streets.

Curb Cut — The connection to a street, or opening along the curb line, at which point vehicles may enter or leave the roadway.

Day Care Facility — A Maine-licensed facility operated for the purpose of providing care and protection during part of a 24-hour day to children or adults. This definition does not include the provision of such services in a Housing Unit where the lot owner is the proprietor of the business and where the use otherwise satisfies the requirements of a Home Occupation.

Density — The buildable area divided by the number of units.

Development — A change in land use involving alteration of the land, water, or vegetation, or the addition or alteration of structure or other construction not naturally occurring.

Dwelling, Above Commercial — A dwelling unit located on floor above a commercial business.

Dwelling, Attached In-law Apartment — A separate living space attached to or located within, a Single-Family Dwelling as a small accessory apartment; an Attached In-law Apartment must have its own entrance, kitchen, bathroom, and living space.

Dwelling, Detached In-law Apartment — A separate living space detached from, but accessory to, a Single-Family Dwelling such as a small guest house. A Detached In-law Apartment must have its own entrance, kitchen, bathroom, and living space.

Dwelling, Multi-Family — A building consisting of three (3) or more attached Dwelling Units.

Dwelling, Single Family — A building designed or intended to be used exclusively for residential occupancy by one family only and containing only one (1) dwelling unit, or one dwelling unit with an in-law apartment in a District where that type of in-law apartment is expressly permitted under this Ordinance.

Dwelling, Two Family — A building consisting of two (2) attached Dwelling Units.

Dwelling Unit— A Structure or portion thereof containing one or more rooms or group of rooms designed, built, and used for permanent or seasonal human habitation, with each such unit containing cooking, sleeping, and toilet facilities; except that "Dwelling Unit" shall not include motel units, hotel units, boarding houses, recreational vehicles ("RVs"), or other Residential units intended primarily for transient occupancy. The seasonal rental of Dwelling Units is considered a usual and normal use associated with a Dwelling Unit.

Education Facility — Any building or facility used for academic instruction of enrolled students, including but not limited to any nursery school, public or private school, college, university, medical school, law school, or career and technical education school.

Equestrian Facility — A facility for the purpose of accommodating, training, or competing equids, especially horses. Based on its use, an Equestrian Facility may be known as a barn, stables, or riding hall and may include commercial operations described by terms such as a boarding stable, livery yard, or livery stable.

Equipment Rental Service — A retail service providing machinery, equipment, and tools of various kinds and sizes (from earthmoving to powered access, from power generation to hand-held tools) for a limited period of time to final users that is stored in an enclosed indoor or outdoor space. It may be part of a larger retail building or facility such as a hardware store.

Essential Services — Facilities operated by governmental entities or public utilities for the transmission or distribution of water, gas, electricity, or communication or for the collection, treatment, and disposal of wastes, including, without limitation, towers, poles, wires, mains, drains, sewers, pipes, conduits, cables, fire alarm and police call boxes, traffic signals, hydrants, and similar accessories but not buildings. Wastewater pump stations are not considered buildings for purposes of this definition.

Exempt Caregiver — A natural person who is a Medical Marijuana Registered Caregiver for no more than two family members or members of the Caregiver's household, is exempt from registration pursuant to 22 M.R.S. § 2423-A(3)(C), and may not possess more than 8 pounds of Marijuana.

Extractive/Quarry/Mining — Any processes that involve the extraction of raw materials from the earth to be used by businesses or consumers. The extractive industry consists of any operations that remove metals, minerals, aggregates, petroleum, or natural gas products from the earth. Examples of extractive industries include gravel extraction, oil and gas extraction, mining, dredging, and quarrying.

Family — One or more persons occupying a Dwelling Unit, whether or not related to each other by birth, adoption, or marriage, but not to consist of more than eight unrelated persons.

Farmers Market/Farm Stand — The seasonal selling or offering for sale at retail of home-grown vegetables or produce, or food products from said vegetables or produce, occurring in pre-designated area, where the vendors are generally individuals or registered farms who have raised the vegetables or produce or have taken the same on consignment for retail sale.

Fenestration — The design, location, or arrangement of windows and other exterior openings of a façade.

Firewood Processing and Sales — Cutting and splitting logs to produce firewood with machinery and/or manual handling for sale to retail customers.

Forestry Management Activities — Timber cruising and other forest evaluation activities, management planning activities, timber stand improvement, pruning, regeneration of forest stands, timber harvesting, and the construction, creation, or maintenance of logging roads and logging yards.

Fuel Storage Depot, Bulk — A stand-alone facility for the bulk storage of fossil fuels such as gasoline, diesel, propane, or natural gas primarily for distribution by motor vehicle to other locations; does not include underground storage tanks at gas stations.

Function Hall/Lodge/Clubhouse — A building or portion of a building for the purpose of hosting a party, banquet, wedding or other reception, or other social event. Special facilities such as functions halls, lodges, or club houses are some examples.

Funeral Home — An establishment and/or building with facilities for the preparation of the deceased for burial or cremation, for the display of the deceased, and for rituals connected with burial or cremation. A crematory may be included in the building or establishment.

Garage — An accessory structure on a residential lot for parking residents' vehicles.

Garden Materials Yard — An open space for the storage of plants, trees and shrubs, and associated materials and tools used for their cultivation for sale to a retail user.

Gas Station — Any building, land area, or other premises, or portion thereof, used for the retail dispensing or sales of vehicular fuels; and as an accessory use the sale of lubricants, tires, batteries, and similar vehicle accessories.

General Contractor Yard — An open area that a construction contractor uses for the storage of materials and equipment used for the projects; may include the contractors' primary office space.

Gross Floor Area — The sum of the horizontal areas of the stories of a building, measured from the exterior faces of exterior walls, or in the case of a common wall separating two buildings, from the center line of such common wall. Gross Floor Area shall exclude basements and attics.

Ground Story — The first floor of a building, other than a Basement.

Group Home, Large — A home where more than six unrelated people in need of care, support, or supervision can live together, such as, but not limited to, those who are elderly or mentally ill.

Group Home, Small — A home where six or fewer unrelated people in need of care, support, or supervision can live together, such as, but not limited to, those who are elderly or mentally ill.

Health Institution — A hospital, clinic, nursing or rehabilitation facility, or any other place for the care, treatment, or diagnosis of human ailments, other than a Professional Office or Hospice.

Height — The vertical distance of the highest point of the roof or any rooftop deck, fence, railing, widow's walk, or other rooftop structure or feature above the mean finished grade of the ground located within 5 feet of the building. For purposes of this definition, chimneys, heating/cooling appurtenances, ventilators, antennas, skylights, tanks, bulkheads, or solar panels shall not be considered part of the Height of a building or Structure. Domes, towers, or spires shall not be subject to this definition, provided such features are not habitable.

Home Occupation — A business, profession, occupation, or trade undertaken for gain or profit which is incidental and secondary to the use of a Dwelling Unit for residential purposes, is wholly carried on within the Dwelling Unit or one or more Accessory Structures, is carried on by a resident of the Dwelling Unit, and utilizes no more than 50% of the Gross Floor Area of the Dwelling Unit and Accessory Structures in which the occupation is carried out. Examples include: beauty shops, physician or dentist's office, day care center, woodworking. This definition does not include "Agriculture, Piggery" or "Agriculture, Poultry" as defined in this Ordinance.

Hospice — A facility that provides support and care for persons in the last stages of an incurable disease or condition, and that may include related in-patient and out-patient services and associated offices, pharmacy services, and storage.

Hotel/Large Inn — A facility having more than eight guest rooms offering transient lodging accommodations to the general public for a fee. May include additional facilities and services, such as restaurants, meeting rooms, entertainment, personal services, and recreational facilities in those Districts in which these facilities are permitted.

Impact — A measure of the effects or consequences of one entity's action or influence upon a neighborhood, community, Town, or abutter.

In-Law Apartment — A space that must have its own entrance, kitchen, bathroom, and living area that is attached or detached from a single-family dwelling unit.

Landscaping — The planting of trees, shrubs, and other plants as foundation plantings in separate bedding areas and between the property and sidewalk or street so as to enhance the appearance and function of the property.

Laundry Service — A facility that provides services that wash, dry, dry clean, iron, and press customers' clothes for a fee.

Liquor Store — Retail shop that predominantly sells prepackaged alcoholic beverages, typically in bottles intended to be consumed off the store's premises. May be part of a larger retail store.

Live Theater/Music/Entertainment — A facility or venue which provides a form of entertainment that uses live performers before a live audience in a specific place.

Livestock, Personal Use — Creatures kept for personal enjoyment or for the production of animal products for personal use; does not include "Agriculture Piggery" or "Agriculture, Poultry" as defined in this Ordinance.

Lot Coverage — The percentage of lot area covered by buildings, Structures, parking areas, driveways, and impervious materials.

Lot Front — The side of a lot that borders a street and, in the case of a corner lot, the side with the longer lot line bordering a street.

Lot Frontage — The horizontal distance of the Lot Front measured from one side lot line to the other.

Major Artery — A term to describe state routes (SR) 302, 117, and 107.

Manufacturing — An establishment engaged in the mechanical or chemical transformation of materials or substances into new products, including the assembling of component parts, the creation of products, and the blending of materials, such as oils, plastics, resins, or liquors. Does not include marijuana manufacturing.

Manufacturing, Heavy — Make, produce, build, construct, assemble, put together, create, fabricate, turn out, process, engineer with large, heavy, and capital intense machinery and equipment.

Manufacturing, Light — Make, produce, build, construct, assemble, put together, create, fabricate, turn out, process, engineer wholly within an enclosed building with small machinery and equipment.

Marijuana Cultivation Area — An indoor facility used for cultivation of Marijuana as part of any Marijuana Establishment, which is enclosed and equipped with locks and other security devices that permit access only by a person authorized to have access to the facility.

Marijuana Establishment — Any one of the following uses:

- Medical Marijuana Registered Dispensary
- Medical Marijuana Large-Scale Caregiver Operation
- Medical Marijuana Multiple Registered Caregiver Facility
- Medical Marijuana Caregiver Retail Store
- Medical Marijuana Manufacturing Facility
- Medical Marijuana Inherently Hazardous Substances Extraction Operation
- Medical Marijuana Testing Facility
- Adult Use Marijuana Cultivation Facility
- Adult Use Marijuana Store
- Adult Use Marijuana Products Manufacturing Facility
- Adult Use Marijuana Testing Facility

Marijuana Home Cultivation — (1) The cultivation of Marijuana for personal adult use by persons 21 years of age or older in accordance with the provisions of 28-B M.R.S. § 1502, as may be amended; or (2) the cultivation of medical Marijuana by an Exempt Caregiver or a Qualifying Patient.

Marijuana Manufacturing Facility — Any one of the following uses:

- Medical Marijuana Manufacturing Facility
- Medical Marijuana Inherently Hazardous Substances Extraction Operation
- Adult Use Marijuana Products Manufacturing Facility

Marijuana Testing Facility — Any one of the following uses:

- Medical Marijuana Testing Facility
- Adult Use Marijuana Testing Facility

Marina — A business establishment having frontage on navigable water and, as its principal use, providing for hire offshore moorings or docking facilities for boats, and which may also provide accessory services such as boat and related sales and rentals, boat repair and construction, indoor and outdoor storage of boats and marine equipment, and tackle shops and marine fuel service facilities.

Mass Gathering — An event at which at least 500 persons collect, assemble, congregate, or gather together, in a group for a period of time greater than 4 consecutive hours.

Maximum Front Setback Area — The portion of a parcel that is located between the Maximum Front Setback Line and the Public Lot Line which it parallels.

Maximum Front Setback Line — A line paralleling a Public Lot Line along the full length of the Public Lot Line, which is the farthest distance a building façade can be from the Public Lot Line.

Medical Marijuana Caregiver Retail Store — A location, building, or facility operated by a Medical Marijuana Registered Caregiver that is used to sell medical Marijuana to qualifying patients and that has attributes generally associated with retail stores, including, but not limited to, a fixed location, a sign, regular business hours, accessibility to the public and sales of goods or services directly to a consumer.

Medical Marijuana Inherently Hazardous Substances Extraction Operation — "Marijuana Extraction" using "inherently hazardous substances" by a "qualifying patient," the "caregiver" of a qualified patient, or any other person authorized under 22 M.R.S. § 2423F(3), as they may be amended, to engage in "marijuana extraction" using "inherently hazardous substances," as those terms are defined in 22 M.R.S. § 2422, as amended, and its successor provisions.

Medical Marijuana Large-Scale Caregiver Operation — Any commercial or noncommercial use by a Medical Marijuana Registered Caregiver other than: (i) a Medical Marijuana Caregiver Retail Store, (ii) a Medical Marijuana Multiple Caregiver Facility, (iv) a Medical Marijuana Inherently Hazardous Substances Extraction Operation, (v) Marijuana Home Cultivation by a Qualifying Patient or Exempt Caregiver, or (vi) a Medical Marijuana Small-Scale Caregiver Operation.

Medical Marijuana Manufacturing Facility — A registered tier 1 or tier 2 manufacturing facility, as defined in 22 M.R.S. § 2422 as amended, and its successor provisions.

Medical Marijuana Multiple Registered Caregiver Facility — A building or facility housing more than one (1) Medical Marijuana Registered Caregiver.

Medical Marijuana Registered Caregiver — A caregiver who is registered by the State licensing authority pursuant to 22 M.R.S. § 2425-A, as amended, and its successor provisions.

Medical Marijuana Registered Dispensary — A building or facility operated by a person or entity registered under 22 M.R.S. § 2425-A that acquires, possesses, cultivates, manufactures, delivers, transfers, transports, sells, supplies or dispenses Medical Marijuana or related supplies and educational materials to qualifying patients and the caregivers of those patients as defined in 22 M.R.S. § 2422(6), as amended, and its successor provisions.

Medical Marijuana Small-Scale Caregiver Operation — A commercial or noncommercial use by a Medical Marijuana Registered Caregiver who sells or dispenses Marijuana solely out of the Caregiver's residential dwelling or accessory structure to no more than five individual registered patients in any one calendar month; does not process or manufacture Marijuana using chemicals or solvents; and cultivates no more than 30 mature Marijuana plants.

Medical Marijuana Testing Facility — A public or private laboratory that: (a) is authorized in accordance 22 M.R.S. § 2423-A(10) to analyze contaminants in the potency and cannabinoid profile of samples; and (b) is accredited pursuant to standard ISO/IEC 17025 of the International Organization for Standardization by a third-party accrediting body or is certified, registered or accredited by an organization approved by the Maine Department of Health and Human Services

Medium Sized Tree — A woody deciduous plant, hardy for Plant Zones 4 or 5, that normally grows with one main trunk and normally achieves a height at maturity of 30 to 50 feet.

Midway/Fair — A temporary event where there are displays of goods, animals, amusements, games of chance or skill, and competitions.

Minimart — A convenience store that is located on the same lot and is accessory to an automobile Gas Station.

Minimum Front Setback Line — A line paralleling a Public Lot Line along the full length of the Public Lot Line, which is the closest distance a building façade can be from the Public Lot Line.

Minimum Lot Frontage — The minimum Lot Frontage on a parcel of land. The “Minimum Lot Frontage” requirements set forth in this Ordinance shall not apply to any lot created as part of a subdivision approved by the Planning Board pursuant to the Town of Bridgton Subdivision Ordinance.

Minimum Lot Size — The minimum acreage of a parcel of land for each Principal Building located on the parcel. The “Minimum Lot Size” requirements set forth in this Ordinance shall not apply to any lot created as part of a subdivision approved by the Planning Board pursuant to the Town of Bridgton Subdivision Ordinance.

Minimum Setback — The horizontal distance from the nearest part of a Structure, parking area, or other regulated object or area to a lot line, street line, the normal high-water mark of a water body, or the upland edge of a wetland, as the context may dictate.

Minimum Setback Area — The portion of a parcel that is located between the Minimum Setback Line and the lot line which it parallels.

Minimum Setback Line — A line paralleling a lot line which indicates the closest distance a Structure or parking area can be from any given lot line.

Mobile Home — A transportable dwelling structure that is in one or more sections, constructed in a manufacturing facility, and transported to a building site, with or without a permanent foundation, connected to utilities, including the plumbing, heating, air conditioning, and electrical systems contained in the unit.

Mobile Home Park — A parcel of land under unified ownership used or intended to be used for the placement of three or more manufactured homes, as defined in 30-A M.R.S. § 4358.

Mobile Temporary Vendor — An entity offering something for sale for only a limited period of time and not permanently, especially a trader in the street from a facility that is able to move or be moved freely or easily.

Motel — A building or group of attached or detached buildings containing guest rooms or dwelling units most of which have separate outside entrances and parking spaces nearby intended to be used by automobile transients for compensation.

Movie Theater — An establishment where movies are shown for public entertainment.

Neighborhood Convenience Store — A retail establishment of up to 1,500 square feet with extended operating hours and located in a convenient location within a District, which sells primarily food products, household items, newspapers and magazines, candy, and beverages, and a limited amount of freshly prepared foods such as sandwiches, pizzas, and salads.

Nonconforming lot, Structure, or Use — A lot, Structure, or Use that lawfully existed immediately prior to the enactment of this Ordinance, or any subsequent amendment thereto, and which, as a result of the enactment of this Ordinance, or any subsequent amendment thereto, presently fails to comply with any one or more of the requirements of this Ordinance or its amendments, including, but not limited to, the restrictions and standards for the district in which the lot, Structure, or use is located.

Office Building, Large — Room or set of rooms used as a place for commercial, professional, or bureaucratic work and having a gross area within the structure of more than 2500 square feet.

Office Building, Small — Room or set of rooms used as a place for commercial, professional, or bureaucratic work and having a gross area within the structure of 2500 square feet or less.

Outdoor Flea Market/Open-Air Market — The outdoor display, sale, exchange or barter of merchandise for profit. This definition does not include garage sales on the premises of a Dwelling Unit, except if such sales occur more than four times a year on the same residential property. This definition does not include occasional sales and promotional activities at Retail buildings that place merchandise outside their building or Farmers Markets. This definition includes Accessory Structures such as restrooms or storage of goods when not in business.

Overlay — A regulatory tool that creates a special zoning district, placed over an existing base zone(s), which identifies special provisions in addition to those in the underlying base zone. The overlay district can share common boundaries with the base zone or cut across base zone boundaries. Regulations or incentives are attached to the overlay district to protect a specific resource or guide development within a special area.

Park and Recreational Services — Resources, facilities, and services provided for the purposes of leisure, entertainment, and recreational pursuits. Resources may be public spaces and facilities like parks, nature preserves, open space areas, greenways, trails, and built structures for sport, recreation, or art programs.

Parking Garage — A Structure used for the limited term parking of vehicles but excluding automotive services or commercial storage of vehicles.

Parking Setback Line — The closest the outer edge of a parking lot to a property line.

Pawn Shop — A business or facility to loan out money for items, with the intention that the customer comes back and repays the loan for the items pawned.

Principal Building — A Structure in which is conducted the principal use of the lot.

Privacy Wall — An unroofed Structure which has a foundation and vertical surface of masonry, wood, plaster, concrete, or stones to enclose, divide, or protect an area.

Private Open Area — A contiguous space for plant materials and containing no more than 50% impervious surface for courtyards and/or seating areas.

Professional Office or Service — An establishment whose primary activity is the provision of assistance or services, as opposed to products or goods, to individuals, businesses, industry, government, and other enterprises.

Public Building — Any building used exclusively for public purposes by any department or branch of government; buildings of an institutional nature and serving a public need, such as libraries, museums, post offices, public safety, public works, and public utilities and services.

Public Lot Line — Any property line that directly abuts a public road or street.

Public Open Space — Land set aside for active or passive recreation by the public and either owned by a public entity or protected as open space in perpetuity through a conservation easement or other legally binding deed restriction.

Qualifying Patient — A person who has been a resident of Maine for at least 30 days and who possesses a valid written certification regarding medical use of Marijuana in accordance with 22 M.R.S. § 2423-B.

Recreation, Indoor — A use conducted totally within a structure for play, amusement, relaxation, sports or other similar diversions, including a bowling alley, skating rink, fitness center, gymnasium, squash or tennis facility, or indoor swimming pool.

Recreation, Outdoor — A use conducted primarily outdoors or in a fully open structure for play, amusement, relaxation, sports or other similar diversions, including a golf driving range, miniature golf course, water slide or outdoor tennis facility.

Redemption/Recycling/Transfer Facility — An entity offering to pay the refund value of an empty beverage container to a redeemer, or any person who contracts with one or more dealers or distributors to collect, sort, and obtain the refund value and handling fee of empty beverage containers for, or on behalf of them; and a specialized plant that receives, separates, and prepares recyclable materials for transfer or marketing to end-user manufacturers.

Religious Assembly — A church, synagogue, temple, mosque, or other facility that is used for worship or prayer by persons of similar beliefs; or a special purpose building that is architecturally designed and particularly adapted for the primary use of conducting formal religious services on a regular basis.

Research Facility — An institution involved in the intellectual or physical study and analysis of materials, plants or organisms; does not include a Medical Marijuana Testing Facility.

Restaurant — Any establishment, however designated, not including a drive-thru, at which food is sold for consumption on or off the premises. It may or may not serve alcoholic beverages as well as food. It may contain event or function spaces. A snack bar or refreshment stand at a public, semi-public, or private indoor or outdoor recreation establishment for the convenience of the patrons shall not be deemed a restaurant.

Restaurant, Drive-Thru — A restaurant that includes a facility to order and pick up food from an automobile.

Retail Business, Large — The provision of goods or services for a fee directly to the consumer for primarily personal or household use and not for resale from an indoor structure having more than 1500 square feet.

Retail Business, Small — The provision of goods or services for a fee directly to the consumer for primarily personal or household use and not for resale from an indoor structure having 1500 square feet or less.

Salvage Yard — A place where disused vehicles or other machinery are stockpiled and processed for resale.

Sawmill — A facility in which logs are cut into boards or timber by a mill or machine.

Self-Storage Facility — A building or group of buildings consisting of individual, self-contained units leased to individuals, organizations, or businesses for self-service storage of personal property with no commercial transactions permitted other than the rental of storage units.

Setback Area — The area between the Maximum Setback Line and the Minimum Setback Line.

Shade Tree — A woody deciduous plant, hardy for Plant Zones 4 or 5, that normally grows with one main trunk, normally achieves a height at maturity of 30 feet or more and has a canopy that screens and filters the sun.

Shrub — A woody plant, deciduous or evergreen, hardy for Plant Zones 4 or 5, which may have a single or multiple trunk and normally achieves a height at maturity of no more than 15 feet and no less than 3 feet.

Sidewalk — A paved way for pedestrians which is constructed adjacent to a road.

Solar Farm — An installation or area of land on which a collection of solar panels is set up in order to generate electricity for commercial purposes.

Story — That part of a building between the surface of the floor and the ceiling immediately above, not including the Basement. A half-story (1/2 story) is an uppermost Story in which a sloping roof replaces the upper part of the front wall.

Street Wall — A fence, wall, or strip of vegetation that maintains a continuous visual definition along a lot line.

Structure — Anything constructed, erected, or placed on the ground which is permanent, temporary or mobile. Structure(s) include but are not limited to building(s), mobile homes, recreational vehicles, piers and pads, and storage and processing facilities. Boundary walls, fences, walkways, patios, flagpoles light poles, and signs are not considered Structures.

Timber Harvesting — The cutting and removal of trees from their growing site and the attendant operation of cutting and skidding machinery.

Use — The purpose or activity for which land or structures are designed, arranged, or intended or for which land or structures are occupied or maintained.

Variance — A relaxation of the provisions of this Ordinance as permitted by state law and Article V, Section 4 of this Ordinance.

Vehicle and Small Engine Repair Shop — An establishment where automobile and low-power internal combustion engines or electric motors are repaired and maintained by mechanics and technicians; not including the sale of gasoline.

Veterinary Service — An establishment where animals and pets are given medical or surgical treatment and are cared for during the time of such treatment. This definition includes the incidental, short-term use of such an establishment as a Kennel.

Warehouse and Distribution — A facility for storage and distribution of manufactured products, supplies and equipment. This definition includes the wholesaling of goods not manufactured on the premises.

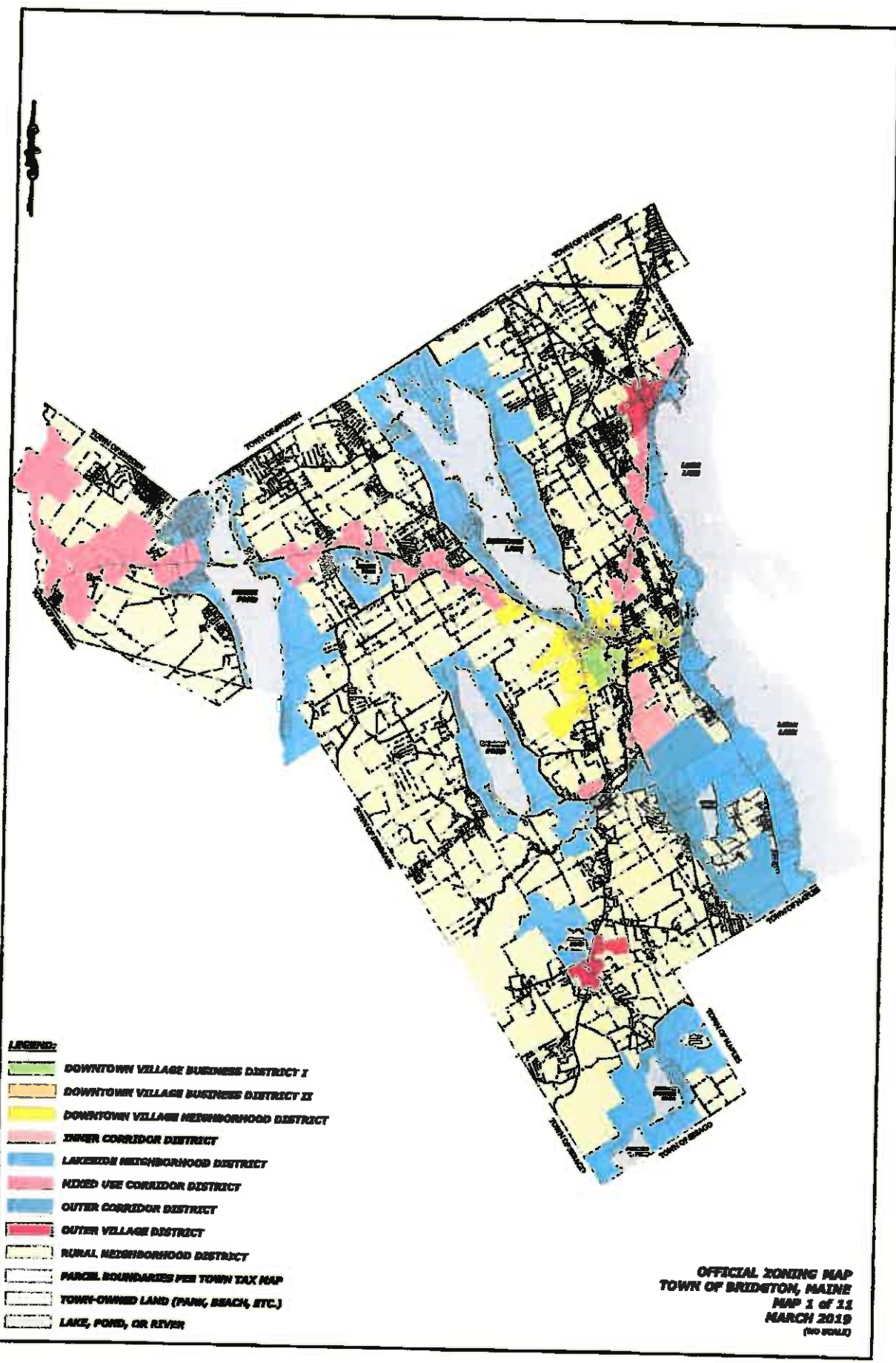
Water Extraction, Large Scale — Extraction of water from ground water sources, aquifers, springs or wells in a total daily amount on any given day of more than 50,000 gallons or more than 1,000,000 gallons annually, as extracted by the same individual or entity, or a consortium or association of individuals or entities, regardless of the number of extraction facilities utilized.

Water Extraction, Small Scale — Extraction of water from ground water sources, aquifers, springs or wells in a total daily amount on any given day of 50,000 gallons or less or 1,000,000 gallons or less annually, as extracted by the same individual or entity, or consortium or association of individuals or entities, regardless of the number of extraction facilities utilized; does not include extraction of water which is accessory to residential uses or dwellings.

Wind Farm — A facility that uses equipment that convert, stores and transfers energy from wind into usable forms of energy including any base, blade, foundation, generator, nacelle, rotor, tower, transformer, turbine, vane, wire, and other component of the system.

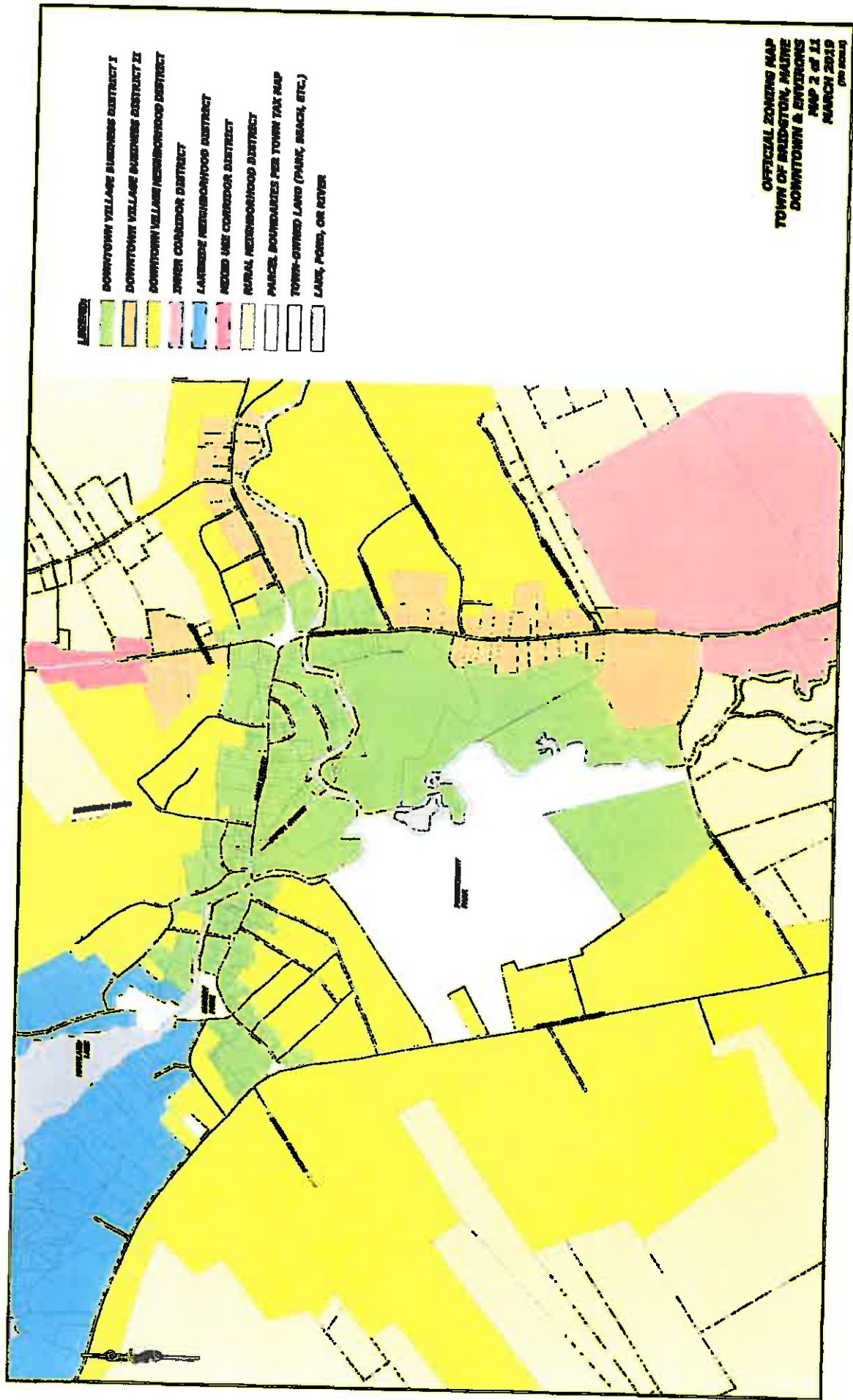
ARTICLE VII. APPENDICES

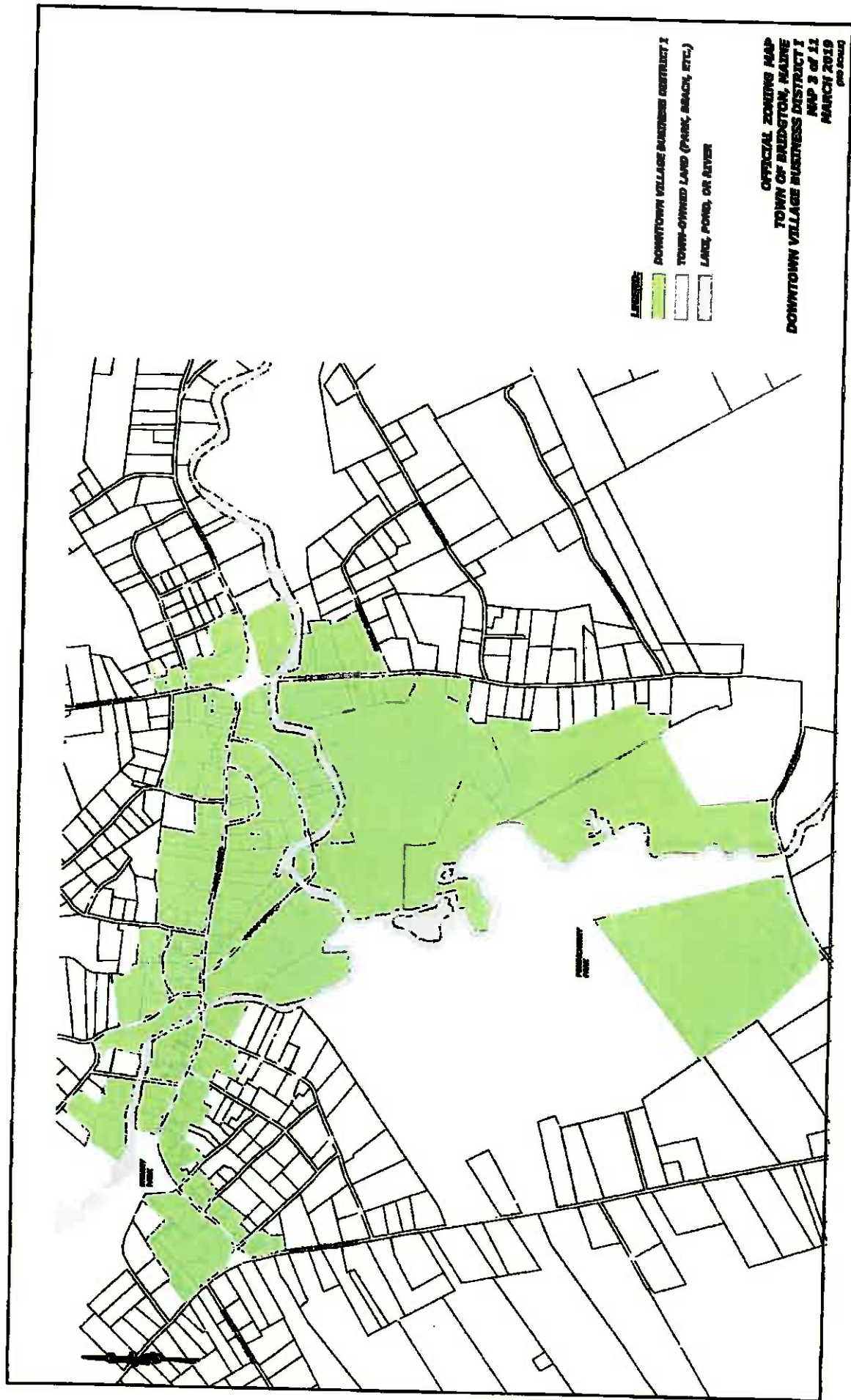
Section 1. Official Zoning Maps

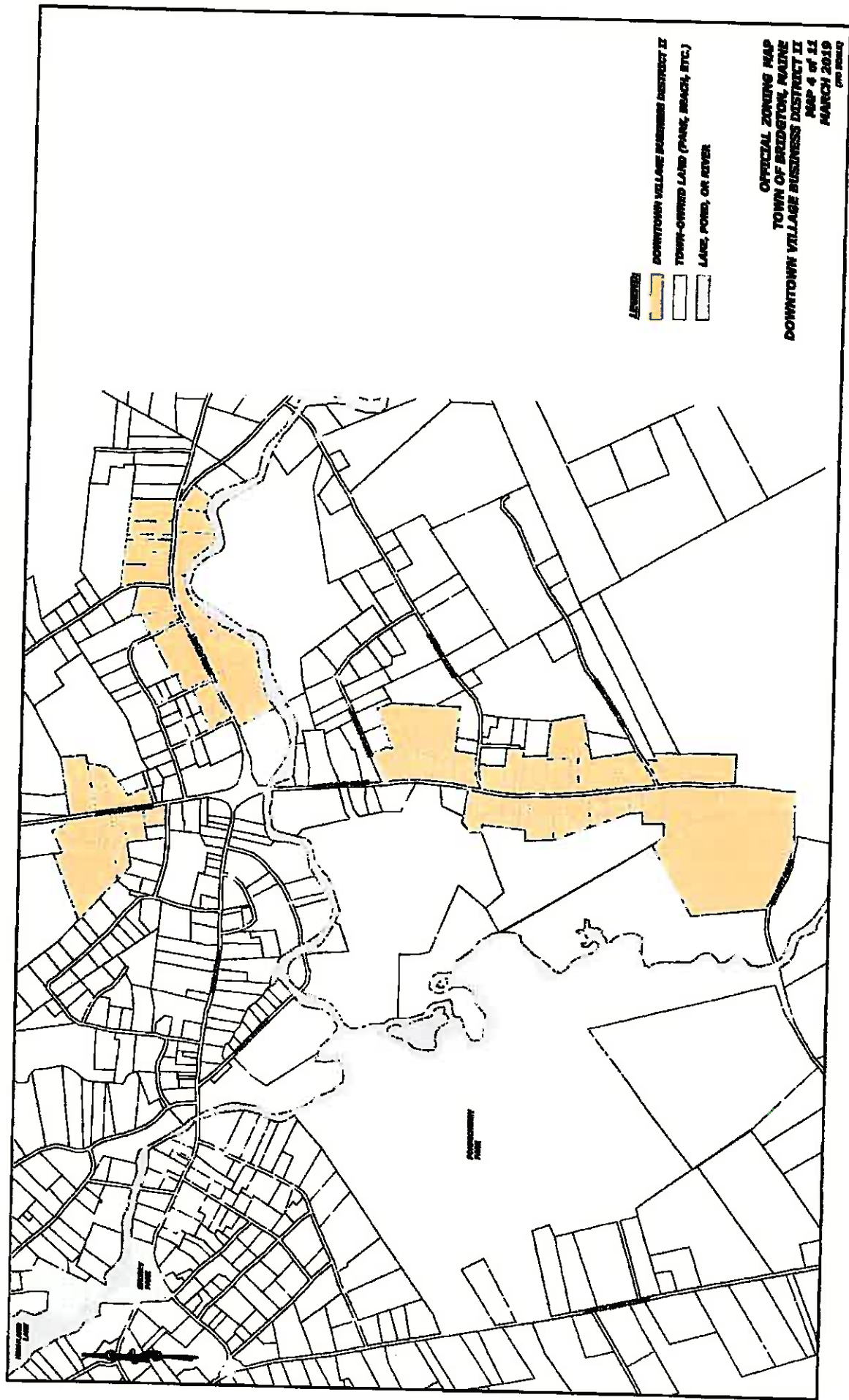


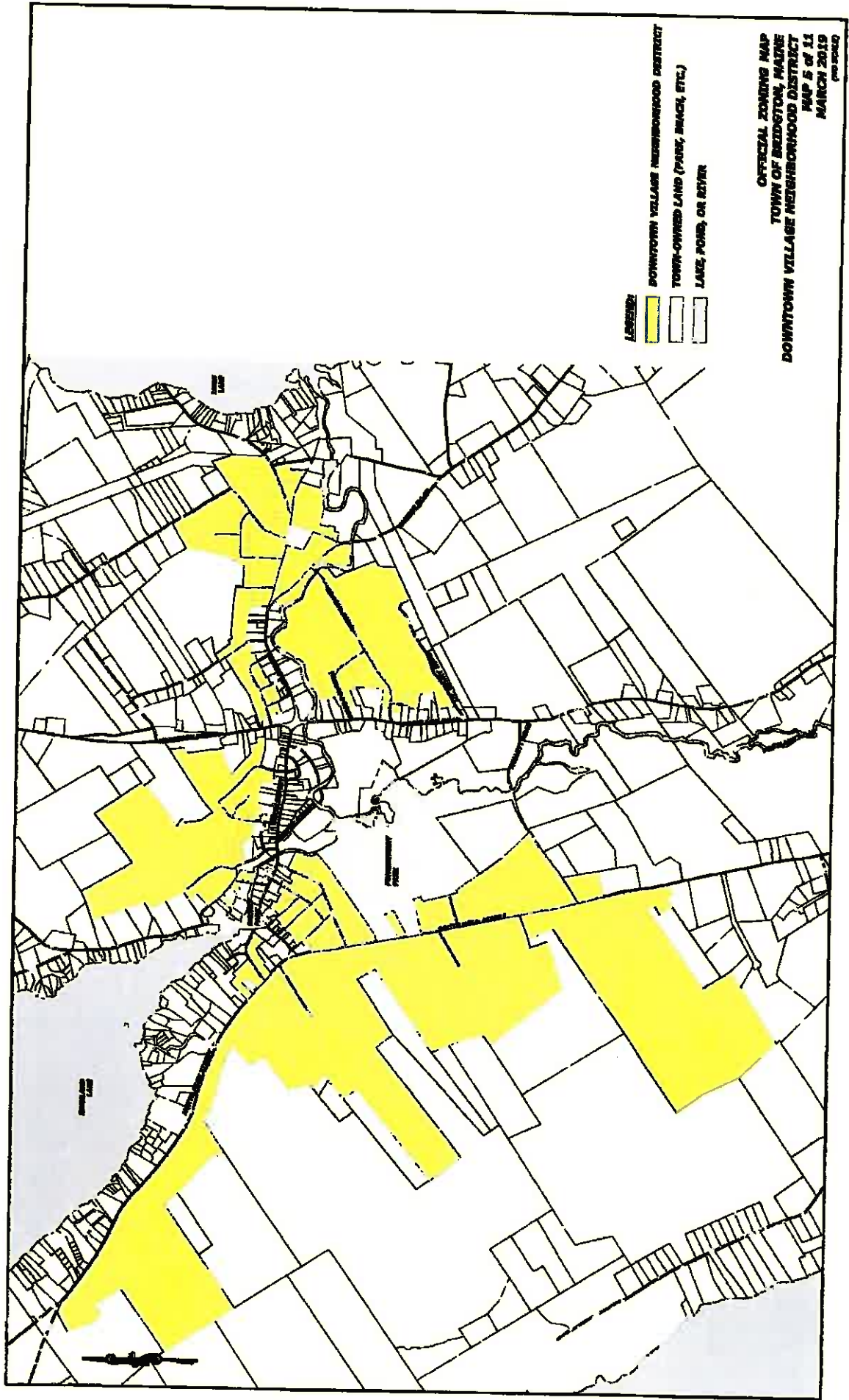
- LEGEND:**
- DOWNTOWN VILLAGE BUSINESS DISTRICT I
 - DOWNTOWN VILLAGE BUSINESS DISTRICT II
 - DOWNTOWN VILLAGE NEIGHBORHOOD DISTRICT
 - INNER CORRIDOR DISTRICT
 - LAKESIDE NEIGHBORHOOD DISTRICT
 - MIXED USE CORRIDOR DISTRICT
 - OUTER CORRIDOR DISTRICT
 - OUTER VILLAGE DISTRICT
 - RURAL NEIGHBORHOOD DISTRICT
 - PARCEL BOUNDARIES PER TOWN TAX MAP
 - TOWN-OWNED LAND (PARK, BEACH, ETC.)
 - LAKE, POND, OR RIVER

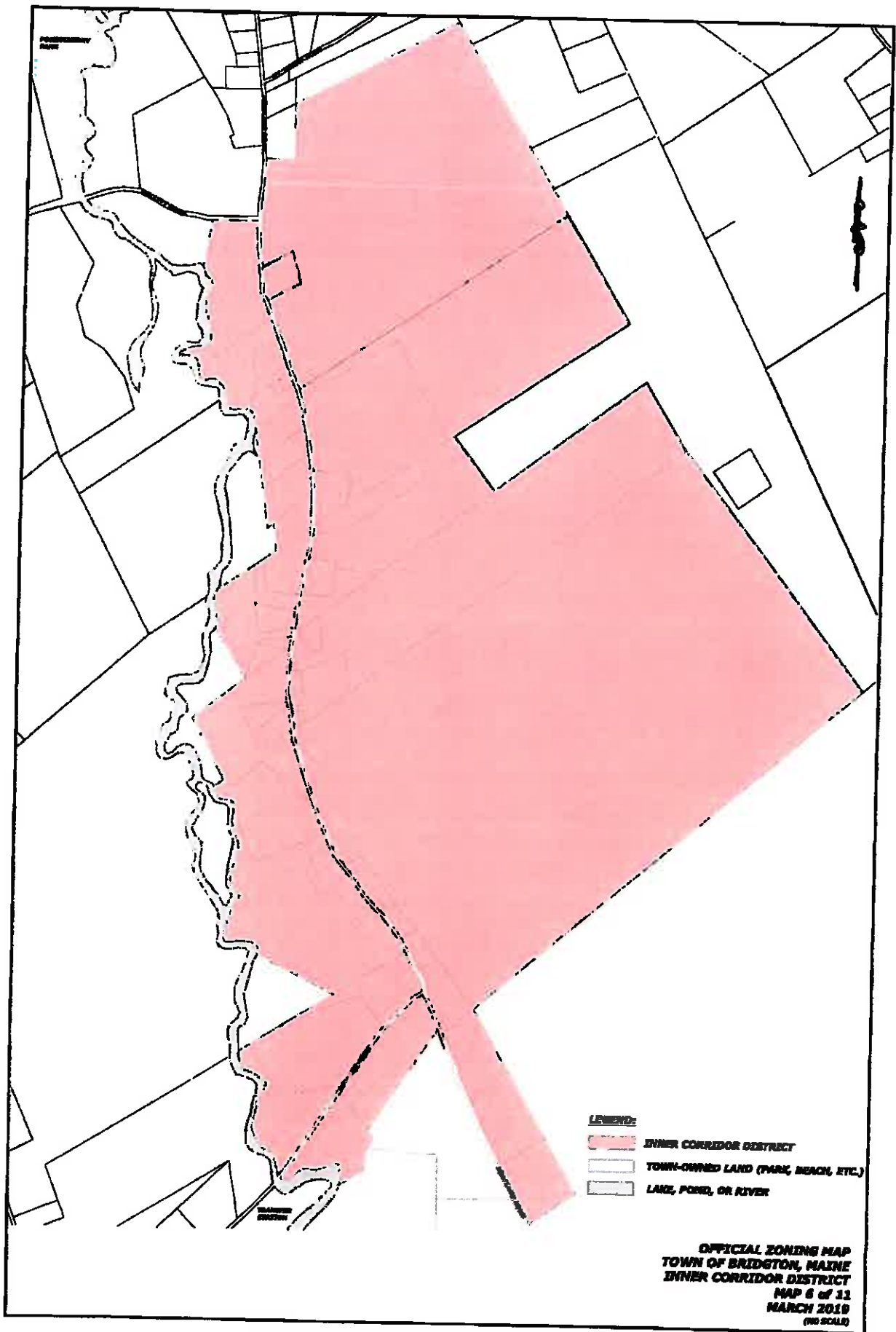
OFFICIAL ZONING MAP
TOWN OF BRIDGETON, MAINE
MAP 1 OF 11
MARCH 2019
(NO SCALE)

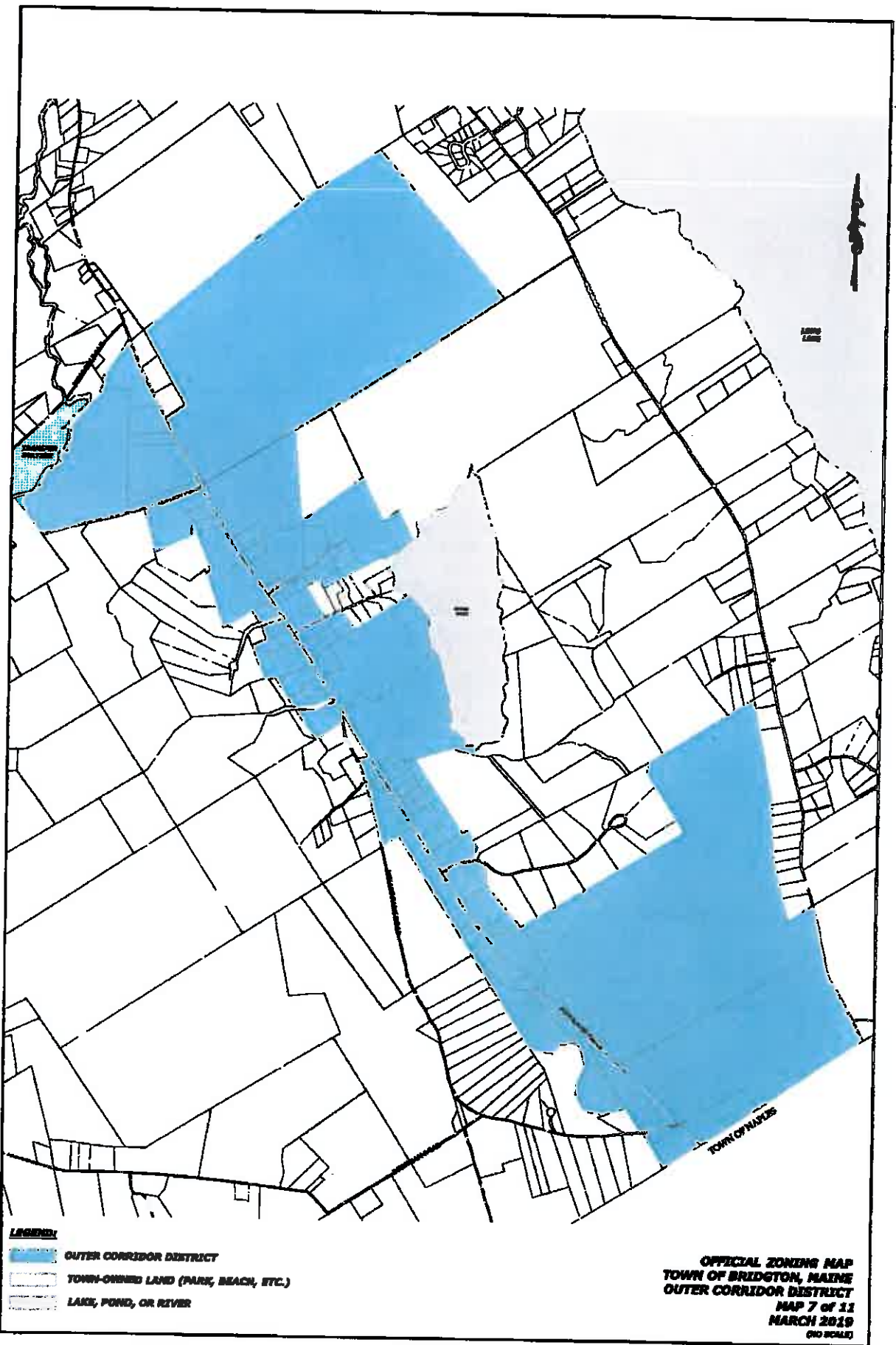


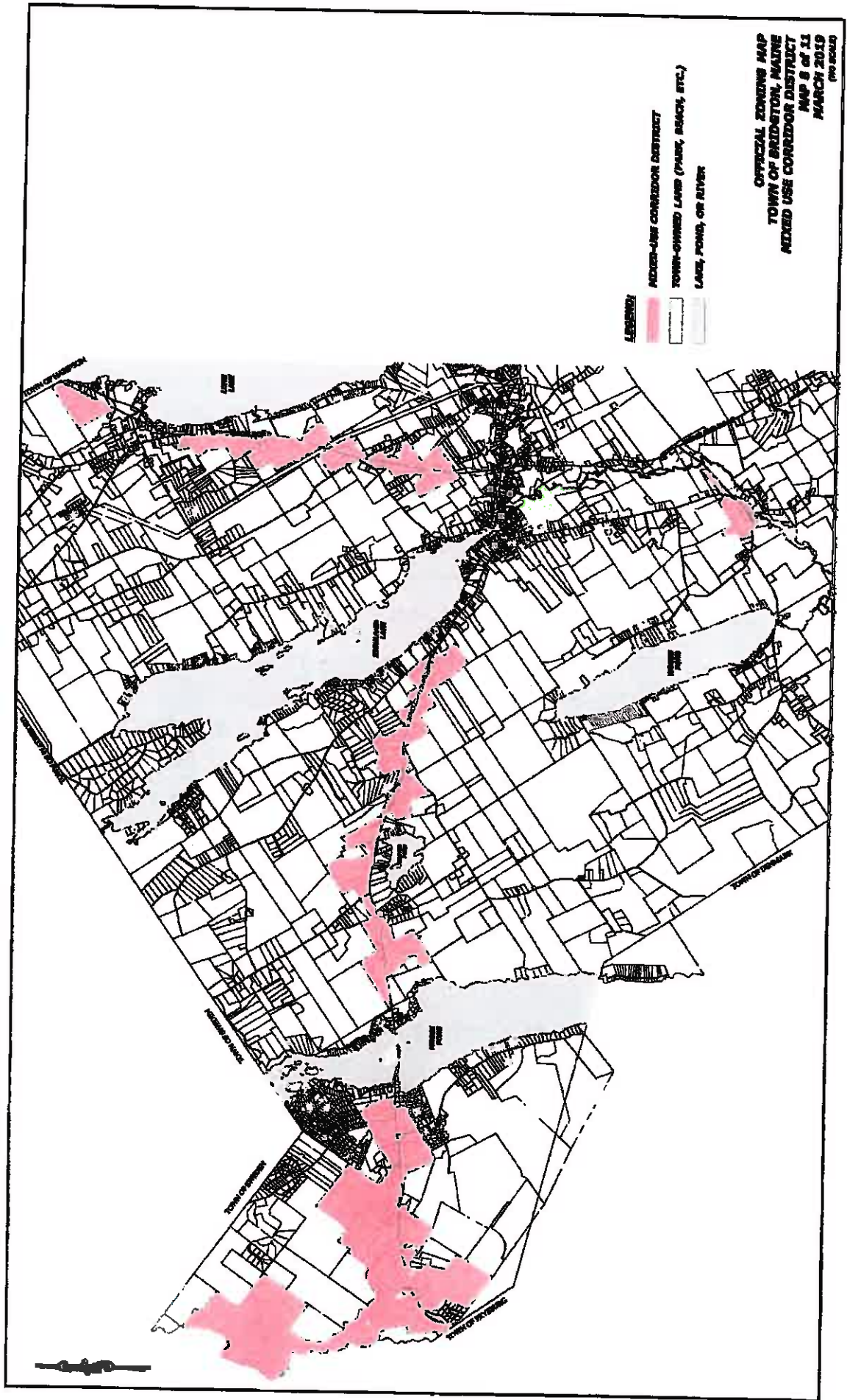












LEGEND

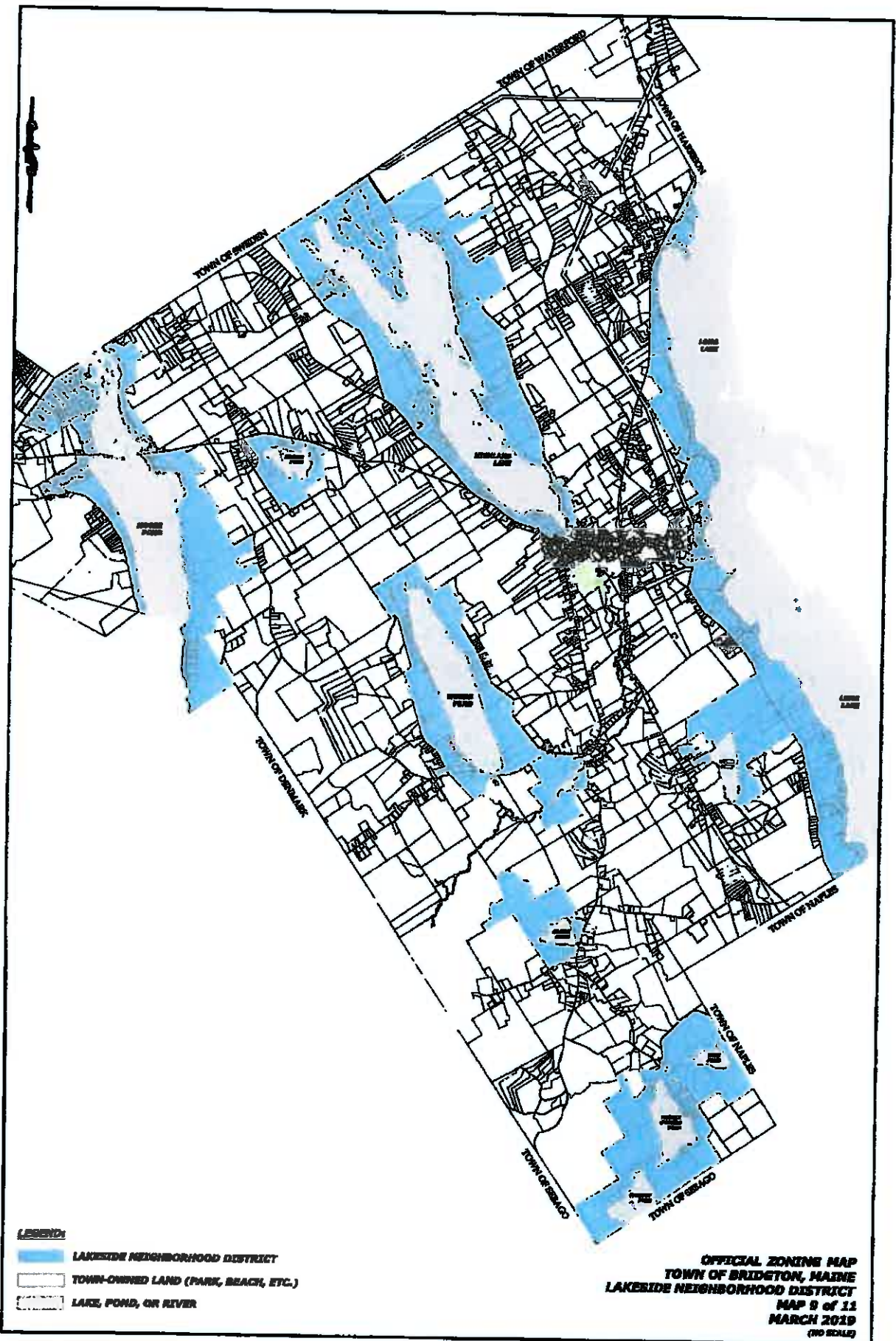
MIXED-USE CORRIDOR DISTRICT

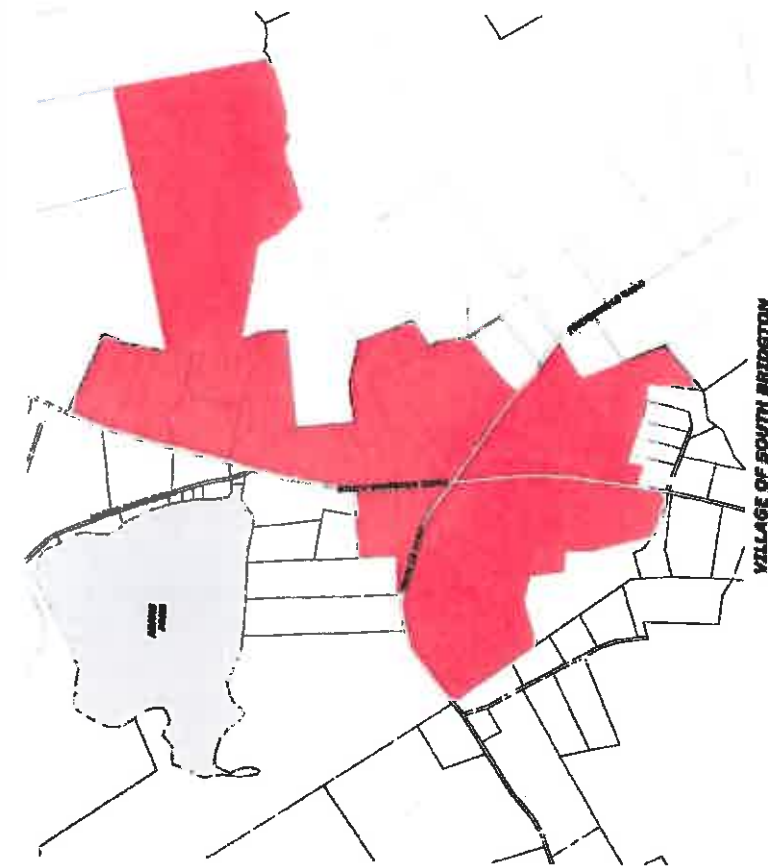
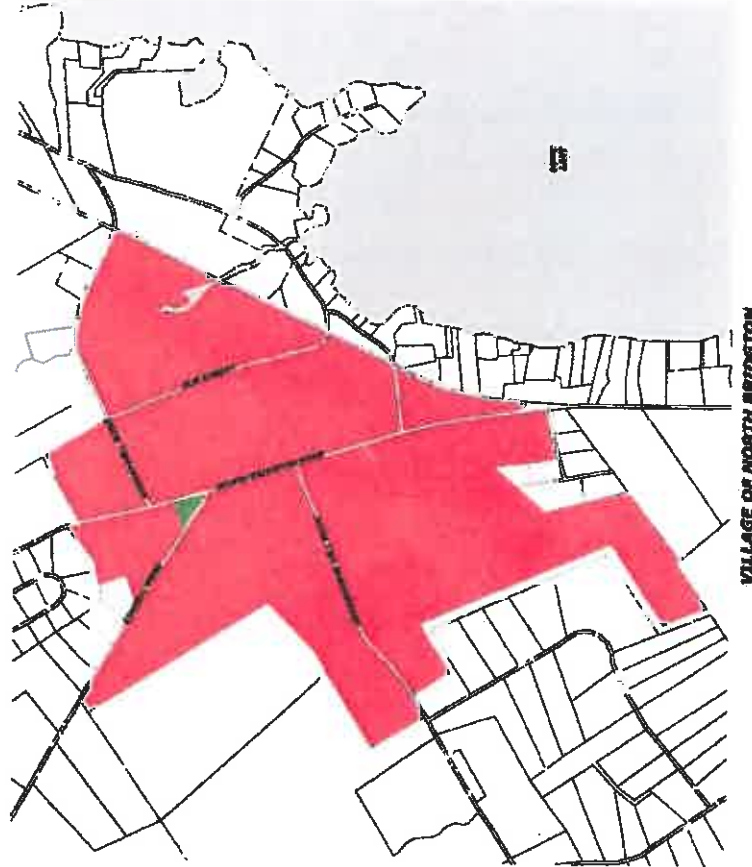
TOWN-OWNED LAND (PARK, BEACH, ETC.)

LAKE, POND, OR RIVER

OFFICIAL ZONING MAP
TOWN OF BRIDGTON, MAINE
MIXED USE CORRIDOR DISTRICT
MAP 8 OF 11
MARCH 2019
(REV 2019)







- LEGEND:
- OUTER VILLAGE DISTRICT
 - TOWN-OWNED LAND (PARK, BEACH, ETC.)
 - LAKE, POND, OR RIVER

OFFICIAL ZONING MAP
TOWN OF BRIDGTON, MAINE
OUTER VILLAGE DISTRICT
MAP 16 OF 11
MARCH 2019
(100 SCALE)

