

BRIDGTON BOARD OF SELECTMEN'S MEETING AGENDA

DATE: Tuesday, May 11, 2021

TIME: 4:00 P.M.

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

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

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

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1. Call to Order at 4:00 P.M.
2. 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

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 (Each speaker *may* be limited to 3 minutes.)
6. Committee/Liaison Reports
 - a. Arts and Culture Subcommittee to the Community Development Advisory Committee
7. Correspondence, Presentations and Other Pertinent Information
 - a. Fourth of July Parade
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)
 - b. To Accept Written and Oral Comments on a New Liquor License Application from Nora Belle's (2 Cottage Street)
 - 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)
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)
 - b. New Liquor License Application from Nora Belle's (2 Cottage Street)
 - c. Special Amusement Permit Application from Nora Belle's for Live Music and Entertainment (2 Cottage Street)

10. New Business
 - a. Awards and Other Administrative Recommendations
 1. Vote to Accept the Farragut Park Property from the Farragut Memorial Association
 - b. Permits/Documents Requiring Board Approval
 1. Consideration of Net Energy Billing Offers
 2. Repeal and Replacement of Victualers and Marijuana Establishment Licensing Ordinance by Special Town Election in July
 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 (3 Cottage Street)
 - e. Mack's Place (224 Portland Road)
 - f. Lakeside Nutrition (148 Main Street)
 - c. Selectmen's Concerns
 - d. Town Manager's Report/Deputy Town Manager's Report
11. Old Business (*Board of Selectmen Discussion Only*)
 - a. Wastewater Status Update
 - b. Streetscape: Upper and Lower Main Street Status Update
12. Treasurer's Warrants
13. Public Comments on Non-Agenda Items (*Each speaker **may** be limited to 3 minutes.*)
14. Dates for the Next Board of Selectmen's Meetings
May 25, 2021
15. Adjourn

Future Agenda Items:

1. Workshop for Review of Committees

**Town Manager's Notes
Board of Selectmen's Meeting
May 11, 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.

Motion: Move to recess until 5:00pm.

4. Approval of Minutes

- a. April 27, 2021 (**Not available**)

6. Committee/Liaison Reports

- a. Members of the CDC subcommittee, Arts and Culture Subcommittee, will make a presentation to the Board.

7. Correspondence, Presentations and Other Pertinent Information

- a. Discussion on whether the Board agrees, or not, with the 4th of July Parade being held. Copies of the recent Governor's Executive Order 37 FY 20/21 and the Maine CDC Guidance for Large Gatherings are in your binder.

Suggested motion: Motion to approve of the 4th of July Parade being held.

8. Public Hearings (6:00PM)

(Note: 1) Open Public Hearing- a) Anyone to speak in favor; b) in opposition; c) offer comments neither for nor against; 2) close Public Hearing)

- 1. Special Amusement Permit Application for Tarry-A-While.
- 2. New Liquor License Application for Nora Belle's.
- 3. Special Amusement Permit Application for Nora Belle's.

9. Action Items Following Public Hearing

- 1. **Suggested Motion:** Move to approve a Special Amusement Permit for Tarry-A-While Resort.
- 2. **Suggested Motion:** Move to approve a Liquor License for Nora Belle's.
- 3. **Suggested Motion:** Move to approve a Special Amusement Permit for Nora Belle's.

10. New Business

- a. Awards and Other Administrative Recommendations

- 1. Please review the materials provided by Town Counsel regarding the gifting of Farragut Park to the Town. Please see also, the 2020 Town Meeting Warrant; specifically, approved Article 36/Question 34 granting the authorization to the Board of Selectmen to accept gifts of real estate on behalf of the Town.

Motion: I 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.

- b. Permits/Documents Requiring Board Approval

1. As requested by the Board, the Community Development Director has, at prior meetings, provided competitive net billing energy proposals to the Board for consideration. Please review the materials in your binder.

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

2. Discussion of bringing forth to the voters the Repeal and Replacement of Victualers and Marijuana Establishment Licensing in July. Please see the Proposed Schedule and the materials prepared by the Town Attorney. Please note that the vote does not affect those licenses expiring at the end of May.

Suggested motion: Move to set a Public Hearing for July 13, 2021 and Special Town Meeting for July 27, 2021 from 8:00am to 8:00pm at the Town Hall.

3. Victualer's Licenses

- i. The following businesses are applying for a Victualer Licenses: Ala Mexicana II; Noble House; Tarry a While Resort, LLC.; Nora Belle's; Mack's Place; and Lakeside Nutrition.

Suggested Motion: Move to approve a Victualer's Licenses for Ala Mexicana II; Noble House; Tarry a While Resort, LLC.; Nora Belle's; Mack's Place; and Lakeside Nutrition.

11. Old Business

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

Please Check the Town Website (www.bridgtonmaine.org) For Meeting Cancellation Notices.

**BRIDGTON FARRAGUT MEMORIAL ASSOCIATION (REVIVED)
BOARD OF DIRECTORS MEETING AGENDA**

DATE: Tuesday, May 11, 2021

TIME: 4:30 P.M.

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

1. Call to Order
2. Election of Officers
 - a. President *pro tem*
 - b. Secretary *pro tem*
3. New Business
 - a. Vote to Convey Farragut Park Property to the Town of Bridgton
4. Adjourn

Laurie Chadbourne

From: Agnieszka A. (Pinette) Dixon <ADixon@dwmlaw.com>
Sent: Tuesday, May 4, 2021 10:28 AM
To: Robert "Bob" Peabody, Jr.; Laurie Chadbourne
Cc: Lisa R. Magnacca
Subject: Farragut Park Votes and Transfer Documents
Attachments: Deed, Maine oil disclosure, RETTD.PDF; 2021-05-11 Bridgton BOS - Vote to Accept Farragut Park.PDF; 2021-05-11 Farragut Memorial Association - Agenda and Vote.PDF

Hi Bob an Laurie:

Attached for the 5/11 BOS meetings are documents and votes you will need to transfer Farragut Park to the Town. Please follow these instructions:

1. The BOS should convene a meeting just before the regularly scheduled meeting on 5/11. This will be a meeting of the Farragut Memorial Association's Board of Directors, so it does not require public notice. Please follow the attached agenda for that meeting—that is, call to order; election of president and secretary *pro tem* (temporary); and adoption of the vote to convey the Park to the Town.
2. Please have Lee, Glenn and a majority of the Board sign where indicated, and have someone fill out the summary of votes (this will become the meeting minutes). These two pages, when signed and filled out, will become "Exhibit 2" to the BOS vote, as described in Step 4.
3. After the vote, Lee should also:
 - Sign and date the deed before a notary and witness.
 - Fill out the oil tank disclosure by checking off A and C and then signing/dating the bottom.
4. As part of its regularly scheduled meeting, the BOS should vote to accept Farragut Park using the attached vote. Please have a majority of the Board sign where indicated, and then Bob should attest the vote.
5. Attach the signed votes to the minutes of BOS meeting and keep the originals as a permanent record of the Town. This should include:
 - The BOS vote, including:
 - The Secretary of State documents (exhibit 1)
 - The Farragut Memorial Association agenda/minutes and vote (Exhibit 2)
 - Copies of the deed and transfer documents
6. Email me scanned PDFs of everything.
7. Mail the original signed/notarized deed, oil disclosure and RETTD to our office, attention Lisa Magnacca. She will arrange to record the deed. (George is going to mail Lisa the survey so we will record that also).

Let me know if you have any questions.

Thanks,
Aga

Agnieszka A. (Pinette) Dixon
Attorney

207.253.0532 Direct | 207.713.6824 Cell

ADixon@dwmlaw.com

84 Marginal Way, Suite 600, Portland, ME 04101

800.727.1941 | 207.772.3627 Fax | dwmlaw.com

DrummondWoodsum

ATTORNEYS AT LAW

The information transmitted herein is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. Unintended transmission shall not constitute waiver of any privilege, including, without limitation, the attorney-client privilege if applicable. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited. If you received this in error, please contact the sender and delete the e-mail and any attachments from any computer.

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 _____ day of May, 2021.

WITNESS:

**THE FARRAGUT MEMORIAL
ASSOCIATION**

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

STATE OF MAINE
COUNTY OF CUMBERLAND, ss.

_____, 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

Date: _____, 2021

Liston E. Eastman
President *pro tempore*



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

BOOK/PAGE - REGISTRY USE ONLY

3b. Federal ID

01-6000082

3d. Federal ID

3e. Mailing address after purchasing this property

3 Chase St., Suite 1

3f. Municipality

Bridgton

3g. State 3h. ZIP Code

ME 04009

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	5b. Type of property - enter the code number that best describes the property being sold (see instructions)	5d. Acreage (see instructions)
	22		36		<input type="checkbox"/> No maps exist <input type="checkbox"/> Multiple parcels <input type="checkbox"/> Portion of parcel <input checked="" type="checkbox"/> Not applicable		.46

5c. Physical location

31 North High Street

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

CLASSIFIED

9. 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**

**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*

**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

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

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

THE FARRAGUT MEMORIAL ASSOCIATION (REVIVED)
BOARD OF DIRECTORS MEETING

May 11, 2021 at _____ PM

AGENDA 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 _____

Seconded by _____

Voted _____

3. New Business

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

Moved by _____

Seconded by _____

Voted _____

4. Adjourn

A true copy, attest:

Glenn R. Zaidman
Secretary *pro tempore*

Arts and Culture Subcommittee to the Community Development Advisory Committee

Mission Statement

Our mission is to promote and sustain a culturally rich community through the visual and performing arts. *Our work will include exhibitions, performances, education and workshops that engage and inspire a more vibrant community.*

Goals

- * To connect the creativity and talent of artists, musicians, writers, and artisans to build a vibrant community
- * To collaborate and partner with other non-profit organizations, groups, and businesses on larger cultural events
- * To implement quarterly art exhibitions in the community
- * To sponsor visual and performing art classes for children K-12 and Adults
- * To host up to twelve performing art events throughout the year

Core Values

The committee values the following core elements throughout our work:

- * Creativity
- * Education
- * Innovation
- * Collaboration
- * Enrichment
- * Equity, Opportunity, and Accessibility

Structure and Meeting Schedule

- The Arts and Culture Subcommittee consists of 7 members and two alternates.
- Subcommittee positions include:

By vote of the members at the first session of a new fiscal year)

Chair

Vice-Chair

Volunteer position

Secretary

- The Subcommittee meets the last Thursday of each month at 9 am. If in person the meeting is held in the Town Office downstairs meeting room.



Office of
The Governor

NO. 37 FY 20/21
DATE April 28, 2021

AN ORDER TO AMEND FACE COVERING REQUIREMENTS

WHEREAS, I proclaimed a state of emergency on March 15, 2020, and most recently renewed that state of emergency on April 14, 2021, to authorize the use of emergency powers in order to expand and expedite the State's response to the serious health and safety risks of the highly contagious COVID-19 virus; and

WHEREAS, I instituted face covering requirements in Executive Order 49 FY 19/20, and have amended that Order in response to changing circumstances, new information, emerging threats, and a desire to simply and clarify the application of its terms; and

WHEREAS, the Maine Center for Disease Control (Maine CDC) now advises that the protection of public health does not require face coverings to be worn in outdoor settings, based on the best available scientific information, including recently released guidance from the U.S. Center for Disease Control about the low risk of COVID-19 transmission in outdoor settings; and

WHEREAS, the percentage of Maine residents who are fully vaccinated against COVID-19 has risen, which limits the rapid spread of COVID-19 and the size of potential outbreaks; and

WHEREAS, a governor's emergency powers under 37-B M.R.S. Ch. 13 include the authorities to limit occupancy of premises within the State pursuant to § 742(1)(C)(8); to take whatever action is necessary to abate or mitigate the danger of this pandemic pursuant to § 742(1)(C)(12); to utilize all available resources of the State Government as reasonably necessary to cope with this pandemic pursuant to § 742(1)(C)(2); and to delegate any authority vested in the Governor under 37-B M.R.S. Ch. 13 pursuant to § 741(3)(H);

NOW, THEREFORE, I, Janet T. Mills, Governor of the State of Maine, pursuant to 37-B M.R.S. Ch. 13, including but not limited to the authorities cited in the Proclamations, Orders and statutory provisions referenced above, do hereby Order as follows:

I. ORDER

Section I(B)(1) of Executive Order 16 FY 20/21 is hereby amended as follows:

B. "PUBLIC SETTINGS" TO BE BROADLY CONSTRUED

1. **"Public settings" defined.** The term "public settings" is to be broadly construed and includes:
 - a. Indoor spaces that are accessible to the public, including but not limited to restaurants, grocery stores, retail stores, pharmacies, health care facilities, social clubs, auditoriums, theaters, arenas, concert halls, convention centers, meeting halls, gymnasiums, indoor rinks, fitness centers, houses of worship, transportation centers, indoor parking garages as well as other public accommodations;
 - b. Public transportation such as a taxi, Uber, Lyft, ride-sharing or similar service; and enclosed or semi-enclosed portions of ferries, buses, trains, transit stops and waiting areas;
 - c. Portions of municipal, county, state, and private buildings that are typically accessible to the public, including lobbies, waiting areas, elevators, service desks, and related hallways. For the purpose of this section, government buildings include those privately owned and leased for government use; and
 - d. Other locations that the Commissioner of the Department of Economic and Community Development (DECD) and the Commissioner of the Department of Health and Human Services (DHHS) identify as presenting a risk of transmission of the virus pursuant to Section III, below.

II. EFFECTIVE DATE

This Order takes effect April 28, 2021 and shall remain in effect until repealed or amended.



Janet T. Mills
Governor

ALERT: Stay up to date on Maine's COVID-19 Response

Large Gatherings/Ticketed Events

COVID19 Prevention Checklist Industry Guidance

Last updated: *Apr 29, 2021*

The State of Maine has adopted a multi-layered approach to COVID-19 guidance—supported by science, public health expertise, and industry collaboration—to help Maine businesses and community organizations operate safely. As we enter the second year of the pandemic, these updated guidelines highlight the importance of employing multi-layered mitigation strategies to keep Maine businesses, employees, and residents as safe as possible from COVID-19 transmission. Public health guidance will continue to evolve as we learn which mitigation strategies most effectively reduce transmission risk.

No single measure or action will completely prevent transmission of COVID-19. Use of multiple strategies—sometimes called layered mitigation—provides greater protection than implementing a single strategy alone. When multiple mitigation strategies—including masking, physical distancing, hand hygiene, and ventilation—are consistently and correctly used, risk of transmission is decreased.

Please make sure you pair this guidance with the general guidance available at <https://www.maine.gov/decd/covid-19-prevention-checklists> (<https://www.maine.gov/decd/covid-19-prevention-checklists>).

For the latest information on travel policies and Executive Orders related to COVID-19 visit the Office of the Governor's COVID-19 Response website: <https://www.maine.gov/covid19> (<https://www.maine.gov/covid19>).

Large Gatherings/Ticketed Events

Large ticketed gatherings, such as structured festivals and graduations, bring people from multiple communities into close contact with each other and have the potential to increase COVID-19 transmission. The primary tools to control the spread of COVID-19 are to reduce exposure to respiratory droplets through physical distancing and masks, increase hand hygiene, and avoid shared items and common touch surfaces. The goals of this guidance are **to protect people** attending and working at the event and the local community from COVID-19 infection; and **to reduce community transmission** and introductions of COVID-19 into new communities.

Specific event features to consider when planning:

- crowd density
- nature of contact between participants (for example, a concert or graduation, indoors or outdoors, the layout of the venue)
- number of participants coming from states or areas more heavily impacted by the COVID-19 outbreak within 14 days before the event
- age or health of participants
- duration and mode of travel of participants
- duration of the event

Projection of respiratory particles is increased during singing, yelling, dancing, sports, and games. Exposure to respiratory droplets with such activities increases the transmission risk of COVID-19 to attendees, particularly in crowded areas and indoor settings.

If the event includes prolonged interaction between participants, event organizers should maintain a record of participants including contact information for contact tracing purposes to the extent practicable. Based on current scientific knowledge, a close contact is someone who was within 6 feet of an infected person for a total of 15 minutes or more starting from 48 hours before illness onset until the time the patient is isolated. An individual is also considered a close contact if they provided care

at home to someone who is sick with COVID-19, had direct physical contact with the person (hugged or kissed them), shared eating or drinking utensils, or if the person sneezed, coughed, or somehow got respiratory droplets on them.

General Guidance

1. Require all staff, vendors, and attendees to wear a mask, per CDC recommendations and pertinent Executive Orders from the Office of the Governor. Masks are required indoors and recommended outdoors when 6 feet of physical distance is difficult to maintain. **(Updated 4/29/21)**
 1. Wear a mask correctly and consistently for the best protection. Information about proper use of masks is available from the US CDC (see: [Considerations for Wearing Masks \(https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/cloth-face-cover-guidance.html\)](https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/cloth-face-cover-guidance.html)).
 2. Change your mask if it becomes wet or soiled.
 3. During unmasked activities such as communal eating and drinking, additional mitigation strategies must be in place, such as physical distancing and increased ventilation.
2. Require all staff, vendors, and attendees to maintain at least 6 feet of physical distance from individuals who are not members of the same household group/travel party.
3. Gatherings and in-store customer limits, as established by the [Governor's Executive Order \(https://www.maine.gov/governor/mills/sites/maine.gov/governor.mills/files/inline-files/EO%2093%2035.pdf\)](https://www.maine.gov/governor/mills/sites/maine.gov/governor.mills/files/inline-files/EO%2093%2035.pdf), are subject to the following limits:
 1. All indoor gatherings and in-store customer limits are amended as follows:
 - **Effective March 26, 2021 through May 23, 2021:** 50% of permitted occupancy, 5 persons per 1,000 sq. ft., or 50 persons, whichever is greatest.
 - **Effective May 24, 2021 and thereafter:** 75% of permitted occupancy, 5 persons per 1,000 sq. ft., or 50 persons, whichever is greatest.
 2. Any outdoor gathering taking place at a facility or event that is subject to a permitted occupancy limit is subject to the following limits:
 - **Effective March 26, 2021 through May 23, 2021:** 75% of permitted occupancy.
 - **Effective May 24, 2021 and thereafter:** 100% of permitted occupancy.
 3. People in a shared space must be able to maintain 6 feet of physical distance from individuals outside of their household group/travel party. If a space cannot accommodate individuals maintaining 6 feet of physical distance, further restrict the number of individuals allowed in that space beyond the limits established by Executive Order.

Event Staff and Entertainment Personnel

1. Large gatherings must be ticketed events with registered participants.
2. Out-of-state staff and vendors must follow the testing and quarantine requirements of the [Moving Maine Forward \(https://www.maine.gov/covid19/moving-maine-forward\)](https://www.maine.gov/covid19/moving-maine-forward) plan.
 1. Event organizers should include information on the requirements of the Moving Maine Forward plan on ticketing websites and at points of in-person ticket.
3. Staff must stay at home if they are sick. Supervisors must ask all staff to self-screen for COVID-19 symptoms using either of the following approaches:
 1. Use an electronic or app-based self-screening form, such as the Coronavirus Self-Checker available on the [federal CDC's COVID-19 homepage \(https://www.cdc.gov/coronavirus/2019-ncov/index.html\)](https://www.cdc.gov/coronavirus/2019-ncov/index.html).
 2. Self-screen using the following questions:
 - Do you feel ill or have you been caring for someone who is ill?
 - In the past two weeks, have you been exposed to anyone who tested positive for COVID-19?
4. Consider employee training in safe de-escalation techniques.
5. Entertainment personnel must follow physical distancing and mask guidelines.
 1. Activities like singing or using a projected voice project respiratory droplets in greater quantity and over a greater distance, increasing the risk of COVID-19 transmission, particularly with prolonged exposure. Maintain at least 14 feet of separation—and more if possible—between audience members and performers. Maximize physical spacing between performers on stage. Face shields are recommended for singers in addition to masks, if practical.
 2. Performances without singing and/or wind instruments present a lower-risk of COVID-19 transmission. Consider pursuing these types of entertainment options.
 3. Because singing is a higher risk activity, a well-fitting mask is recommended. **(Updated 4/29/21)**
 4. Transmission risk increases with the duration of the performance. Consider limiting the duration of performances.
 5. In indoor settings, performances that include singing or playing of brass or woodwind instruments must not take place at times when patrons may be eating or drinking.

6. In outdoor settings, performances with singing or playing of brass or woodwind instruments may take place while patrons are eating or drinking.
7. Where possible, install barriers to minimize travel of respiratory droplets from vocalists and brass and woodwind instruments. Set up bands to maximize physical distancing between musicians. Consider installing sneeze guards/mute shields between musicians, if possible.
8. Karaoke presents unique COVID-19 mitigation challenges. Karaoke should not take place in indoor settings where the audience will not be wearing masks (i.e. when patrons are eating or drinking). Karaoke participants must wear masks indoors at all times. **(Updated 4/29/21)** Any shared equipment (i.e. microphones) should be cleaned and disinfected between uses.

Attendees

1. Household groups/travel parties are considered up to 10 people.
2. Inform attendees of your COVID-19 policies and procedures in advance, if possible, via website, newsletters, social media assets, newspaper, etc.
3. Remind attendees that anyone who feels sick or has any COVID-19-like symptoms, must stay home and not attend the event. Signage reminding individuals of the signs and symptoms of COVID-19 is recommended.
4. Attendees must wear masks indoors while dancing and maintain six feet of physical distancing when possible. **(Updated 4/29/21)**

Operational Considerations

1. If food is provided, any vendors or catering services should refer to the [f](https://www.maine.gov/decd/checklists/restaurants) [ood and drink service](https://www.maine.gov/decd/checklists/restaurants) [checklist](https://www.maine.gov/decd/checklists/seated-service). Encourage visitors to bring their own food and supplies when possible.
2. Outside events are preferable to inside events in order to reduce the risk of exposure to respiratory droplets from attendees. If events are indoors, follow the ventilation guidance in the [general guidance](https://www.maine.gov/decd/checklists/general-guidance) [checklist](https://www.maine.gov/decd/checklists/general-guidance).
3. For contact tracing purposes, maintain a record of attendees, including one visitor name and contact information per travel party, and the date they were in the establishment/venue, for at least 21 days.
4. Place signage at entrances and throughout the venue (particularly high traffic areas such as service counters and information desks) alerting staff and visitors to required occupancy limits, physical distancing requirements, and mask policies.
5. Crowding should be minimized where possible, and event organizers should implement strategies to reduce close contact among people during the gathering.
 1. Eliminate waiting areas and lines to the greatest extent practicable. Where lines are unavoidable, ensure 6 feet of distance between individuals. This can be accomplished by demarcating 6-foot distances on floors or walls.
 2. Modify traffic flow in the venue to minimize contact between staff, contractors, and visitors; consider one-way entrances and exits, if possible. Use floor decals and/or signage to establish travel patterns.
 3. To the extent practicable, designate separate restrooms, concession, or other offered services to different sections of the venue to prevent intermingling.
 4. Consider designated entrances and exits to minimize face-to-face exposure of individuals entering and exiting the establishment.
 5. Limit restroom occupancy for group restrooms to incorporate physical distancing and avoid formation of waiting lines outside of restrooms.
6. Promoting appropriate hand hygiene and respiratory etiquette at large gatherings requires providing informational materials that reach a range of age groups and varying reading and educational levels. In addition, soap and water or alcohol-based hand sanitizers and tissues should be easily accessible in all common areas.
7. Due to concerns about crowd density and crowd control, parades are not recommended at this time.

Portable Toilets

1. Lower the ratio of attendees per portable toilet to minimize the creation of lines.
2. If possible, increase the space between portable toilets to maximum physical distancing between lines.
3. Demarcate 6 foot distances on the ground or with signage in any areas where lines may form.
4. Ensure that each portable toilet is stocked with hand sanitizer and/or that hand washing stations are available.
5. Keeping a volunteer(s) on-site to monitor and restock supplies and monitor lines is recommended.

COVID-19 Prevention Form

In order to open, if you have not already done so, please commit to complying with requirements of these checklists by filling out this short online form (<https://appengine.egov.com/apps/me/covidpreventionform>) . Please note that religious organizations and licensed health care providers are not required to use this form.

If you have questions, please contact us at business.answers@maine.gov (<mailto:business.answers@maine.gov>) or [1-800-872-3838](tel:1-800-872-3838) (tel:1-800-872-3838).

Credit

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Commemorating 200
Years of Statehood



Information

[Maine.gov](#)
[Maine Department of Economic
& Community Development](#)
[Site Policies](#)
[Contact Us/Questions](#)
[COVID-19 Update Website
Registration](#)
[Past COVID-19 Update
Webinars](#)

Business in Maine

[Facile Specialist](#)
[Pump Truck Development Zone](#)

DECD Offices

[Business Development](#)
[Community Development](#)
[Maine Office of Tourism](#)
[Maine Film Office](#)
[International Trade Center](#)
[Maine Office of Outdoor
Recreation](#)
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Town of Bridgton
NOTICE OF PUBLIC HEARING

The Municipal Officers of the Town of Bridgton will hold a Public Hearing at 6:00 P.M. on Tuesday, May 11, 2021 to accept oral and written comments on a Special Amusement Permit Application from Tarry A While Resort, Inc. for live music and entertainment.

Please advertise on April 29, 2021.
Kindly confirm receipt.

Thank you,
Laurie L. Chadbourne
Town Clerk

liquor to be consumed on his licensed premises shall permit, on his licensed premises, any music, except radio or other mechanical device, any dancing or entertainment of any sort unless the licensee shall have first obtained approval from the Board of Selectmen for a Special Amusement Permit.

The application for a Special Amusement Permit should be filed on this form with the Board of Selectmen or its' designated agent (Town Clerk). Payment of a \$25 fee is required at the time the application is filed. A copy of the Special Amusement Permit Ordinance is available upon request from the Bridgton Town Clerk.

The Board of Selectmen shall, prior to granting a permit, hold a public hearing within 30 days of the date you file your completed application at which time testimony will be received from you or your designated agent and/or any interested member of the public. Failure to attend the public hearing may result in a delay in issuing the permit.

Name of applicant: Dan & Roseana Richards
Address of applicant: 17 Tarry A While Rd, Bridgton
Telephone # of applicant: (404) 386-2166 Dan cell; (678) 361-5303 Roseana cell
Name of business: Tarry A While Resort, Inc.
Address of business: 17 Tarry A While Rd, Bridgton, ME 04009
Telephone # of business: (207) 647-2522
Location of business (if different from address of business): _____
Is business a: ☒ corporation / ☐ partnership / ☐ proprietorship
Type of Entertainment Planned: Music @ events: lobster bakes, weddings, birthdays, anniversaries,
Hours of Entertainment Planned: Varies but not later than 11:00 pm

Town of Bridgton
NOTICE OF PUBLIC HEARING

The Municipal Officers of the Town of Bridgton will hold a Public Hearing at 6:00 P.M. on Tuesday, May 11, 2021 to accept oral and written comments on a Special Amusement Permit Application from Nora Belle's (2 Cottage Street, Unit 1) for live music and entertainment.

Town of Bridgton
NOTICE OF PUBLIC HEARING

The Municipal Officers of the Town of Bridgton will hold a Public Hearing at 6:00 P.M. on Tuesday, May 11, 2021 to accept oral and written comments on a new liquor license application from Nora Belle's (2 Cottage Street, Unit 1) for live music and entertainment.

SPECIAL AMUSEMENT PERMIT APPLICATION

As defined in Section 201 of the Town of Bridgton Special Amusement Ordinance, no Licensee for the sale of liquor to be consumed on his licensed premises shall permit, on his licensed premises, any music, except radio or other mechanical device, any dancing or entertainment of any sort unless the licensee shall have first obtained approval from the Board of Selectmen for a Special Amusement Permit.

The application for a Special Amusement Permit should be filed on this form with the Board of Selectmen or its' designated agent (Town Clerk). Payment of a \$25 fee is required at the time the application is filed. A copy of the Special Amusement Permit Ordinance is available upon request from the Bridgton Town Clerk.

The Board of Selectmen shall, prior to granting a permit, hold a public hearing within 30 days of the date you file your completed application at which time testimony will be received from you or your designated agent and/or any interested member of the public. Failure to attend the public hearing may result in a delay in issuing the permit.

Name of applicant: Calvin Gorrell
Address of applicant: 2 Cottage St, Unit 1, Bridgton, ME 04009
Telephone # of applicant: 978-335-5359

Name of business: Nora Belle Pizza, LLC, DBA: Nora Belle's
Address of business: 2 Cottage St, Unit 1, Bridgton, ME, 04009
Telephone # of business: 978-335-5359

Location of business (if different from address of business): Same

Is business a: ☒ corporation / ☐ partnership / ☐ proprietorship

Type of Entertainment Planned: Solo Guitar, Blue Grass

Hours of Entertainment Planned: 5-8 pm; 12-2 Sundays

Has applicant ever had a license to conduct the business described herein denied or revoked or has the applicant

Article 32. **Question 30.** 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?

Yes received 846 votes and passed.

No received 422 votes.

Blanks received 157 votes.

Article 33. **Question 31.** 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.

Yes received 974 votes and passed.

No received 296 votes.

Blanks received 155 votes.

Article 34. **Question 32.** 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 2020/2021 fiscal year to be taken from fund balance?

Yes received 991 votes and passed.

No received 271 votes.

Blanks received 163 votes.

Article 35. **Question 33.** 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?

Yes received 1204 votes and passed.

No received 99 votes.

Blanks received 122 votes.

Article 36. **Question 34.** 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?

Yes received 1085 votes and passed.

No received 221 votes.

Blanks received 119 votes.

**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

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.



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

Linda LaCroix

From: Linda LaCroix
Sent: Monday, March 8, 2021 7:12 PM
To: Liston "Lee" E. Eastman; Glenn "Bear" R. Zaidman; Carmen E. Lone; G. Frederick Packard; Paul Tworog
Cc: Robert "Bob" Peabody, Jr.; Georgiann M Fleck; Courtney Kemp
Subject: Fwd: Solar Cost Savings Opportunity for Town of Bridgton

Dear Select Board,

Below please find a link to an alternate proposal under the net billing energy program prepared by RevisionEnergy following an outreach to them by Bear. Michael Bartner prepared the offering today for consideration by the Board perhaps during our executive session with Aga if that is your pleasure.

Regards,
Linda

Sent from my iPhone

Begin forwarded message:

From: Michael Bartner <mbartner@revisionenergy.com>
Date: March 8, 2021 at 3:24:12 PM EST
To: Linda LaCroix <llaCroix@bridgtonmaine.org>
Cc: "Glenn Bear R. Zaidman" <selectmanzaidman@bridgtonmaine.org>
Subject: Solar Cost Savings Opportunity for Town of Bridgton

Dear Linda,

Thanks for providing the information about The Town of Bridgton's electricity costs.

Based upon this information, here is a link to a proposal:

<https://revisionenergy.clientpoint.co/v/510476/3714>

The proposal is based upon 85% of the Town's electricity expenditure of \$96,798 per year. The \$96,798 is the average the Town spent on electricity in 2018, 2019, and 2020. I took 85% of this amount to avoid the risk of overproduction.

The savings in year one would be approximately \$12,000. Over the course of the 20 year agreement and assuming a 2% increase in energy prices per year, the savings for the District would be over \$285,000.

I would very much appreciate the opportunity to make a presentation to the Board of Selectman.

Please let me know if you have any questions.

I look forward to discussing with you.

Best Regards,

Michael



Michael Bartner | Employee-Owner | Commercial Solar Consultant
ReVision Energy, a Certified B Corp

207.489.2170 Direct
866.700.6065 Toll-free

Locations in Maine, New Hampshire and Massachusetts
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Maine Municipal Solar

Net Energy Billing Credit Program

Town of Bridgton

April 13, 2021

Michael Bartner, ReVision Energy





**REVISION
ENERGY**

265+ Employee-Owners

Certified



Corporation



Maine's First Multi-Town Solar Project

The 4-MW array generates clean energy for several municipalities at no upfront cost.



Skowhegan Solar Array – Built 2020

Providing clean, local power to:

- Rockland
- Rangeley
- Dover-Foxcroft
- Topsham
- Vassalboro
- Vassalboro Community School

4-Megawatt Solar Array



Sidney, Maine Solar Farm Build in Summer 2021



Town of Bridgton - Proposal Overview

Net Energy Billing Proposal

Current Annual Electric Cost	\$	96,798
Recommended % of Cost Offset		85%
Total Value of NEB Credits Required	\$	82,278
Value of Utility NEB Credit	\$	0.1248
Number of NEB Credits Required		659,281
NEB Credit Discount Offer		15%
Cost of Discount NEB Credit	\$	0.1061
Savings per NEB Credit	\$	0.0187

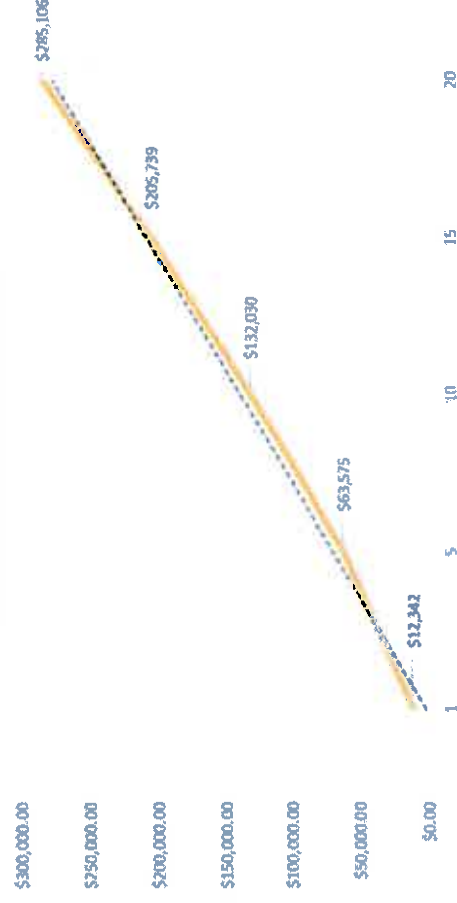
Estimated Savings

Total Year 1 Annual Savings	\$	12,342
Total Year 5 Cumulative Savings	\$	63,575
Total Year 10 Cumulative Savings	\$	132,030
Total Year 15 Cumulative Savings	\$	205,739
Total Year 20 Cumulative Savings	\$	285,106

Utility & Cost Assumptions

Utility Company	Central Maine Power	
Utility Rate Class	CMP - MIGS	
Value of Utility NEB Credit	\$	0.1248
Annual NEB Credit Escalator		2%
Annual Derate of NEB Credits Required		0.5%

Estimated 20-Year Savings



Dashed line represents potential variability in savings based on system performance.

Built and Maintained by ReVision Energy





REVISION ENERGY

Michael Bartner

mbartner@revisionenergy.com

www.revisionenergy.com



Solar Net Energy Billing Program 2021



Why Choose Titan?

- Trusted energy procurement consultant with 20+ year history
- Vendor neutrality means your solar options are broad and diverse
- Unlike a solar developer, Titan represents your interests in the marketplace to ensure you receive the best solar contract on the best terms
- Extensive renewable energy project development, finance and consulting background
- Local Maine presence, local market expertise



Energize!

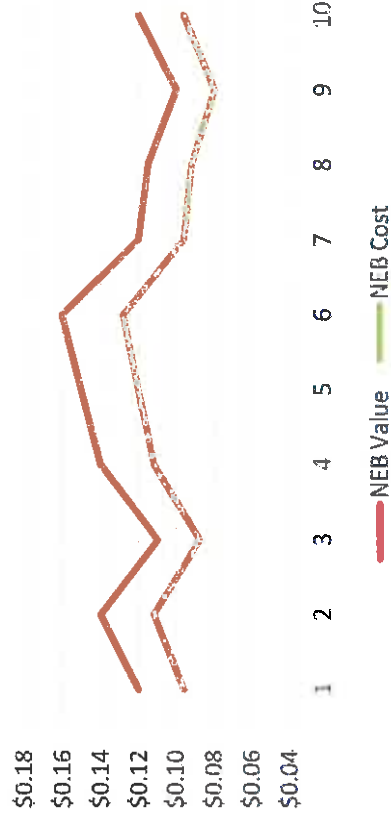


Revised Bid Results, 4-6-21

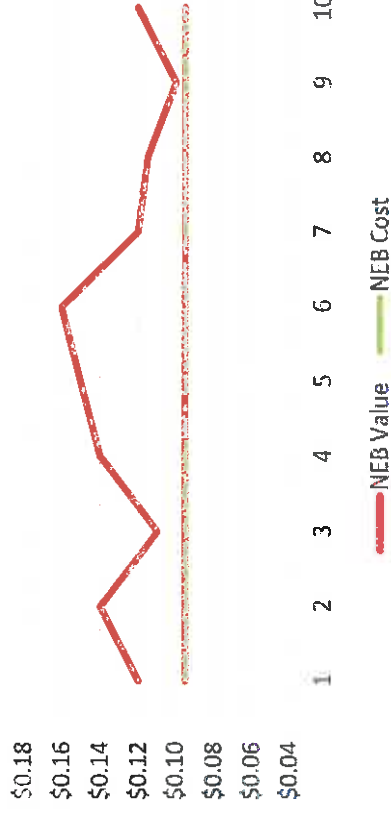
Vendor	Offer	Escalator	Year-1 Savings*	Credit Flow Date
Ameresco	20% Discount	NA	\$16,120.00	1/1/2022
Ameresco	\$0.0840	1.50%	\$27,900.00	1/1/2022
HEP Global	17.5% Discount	NA	\$14,000.00	1/1/2022
Borrego	14% Discount	NA	\$11,200.00	1/1/2023
ConEd Solutions	15% Discount	NA	\$12,000.00	9/1/2021

- Titan reissued a Request For Proposal to secure “fixed discount” options for the Town of Bridgton in addition to the “fixed price” option from Ameresco.
- The primary advantage of a fixed discount is downside protection, while the primary advantage of the fixed price option is unlimited upside.

Fixed Discount Example



Fixed Price Example



Option 1



Cost Per Credit:
\$.085 with a 1.5%
annual escalator



~\$700,000.00
Lifetime Value



5,500 Metric Tons of
CO2 avoided

5

Savings Estimate			
Year	Annual Credit Value (\$)	Annual Cost of Credits (\$)	Projects Annual Savings (\$)
1	\$ 80,600	\$ 52,700	\$ 27,900.00
2	\$ 81,801	\$ 53,223	\$ 28,577.89
3	\$ 83,020	\$ 53,751	\$ 29,268.49
4	\$ 84,257	\$ 54,285	\$ 29,972.00
5	\$ 85,512	\$ 54,824	\$ 30,688.65
6	\$ 86,786	\$ 55,368	\$ 31,418.66
7	\$ 88,079	\$ 55,917	\$ 32,162.25
8	\$ 89,392	\$ 56,472	\$ 32,919.66
9	\$ 90,724	\$ 57,033	\$ 33,691.11
10	\$ 92,076	\$ 57,599	\$ 34,476.84
11	\$ 93,447	\$ 58,170	\$ 35,277.10
12	\$ 94,840	\$ 58,748	\$ 36,092.13
13	\$ 96,253	\$ 59,331	\$ 36,922.17
14	\$ 97,687	\$ 59,920	\$ 37,767.48
15	\$ 99,143	\$ 60,514	\$ 38,628.32
16	\$ 100,620	\$ 61,115	\$ 39,504.94
17	\$ 102,119	\$ 61,722	\$ 40,397.61
18	\$ 103,641	\$ 62,334	\$ 41,306.60
19	\$ 105,185	\$ 62,953	\$ 42,232.18
20	\$ 106,752	\$ 63,578	\$ 43,174.63
Total		\$	702,378.70

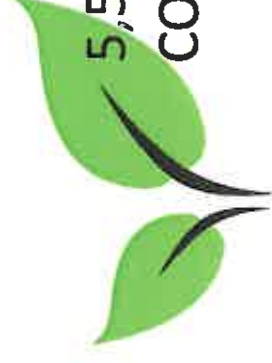
Option 2



Cost Per Credit:
20% Fixed Discount



~\$372,000.00
Lifetime Value



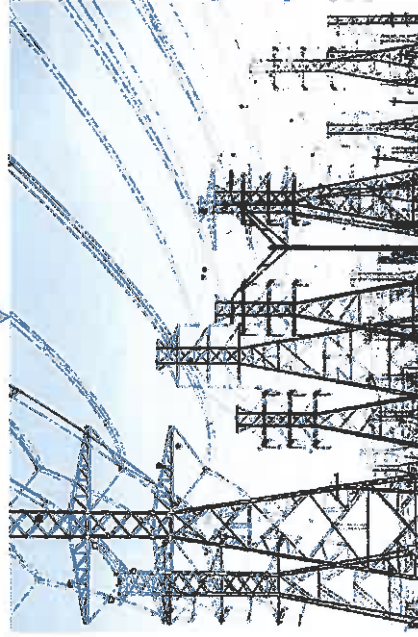
5,500 Metric Tons of
CO2 avoided

6

Savings Estimate			
Year	Annual Credit Value (\$)	Annual Cost of Credits (\$)	Projects Annual Savings (\$)
1	\$80,600	\$64,480	\$16,120.00
2	\$81,801	\$65,441	\$16,360.20
3	\$83,020	\$66,416	\$16,604.00
4	\$84,257	\$67,406	\$16,851.40
5	\$85,512	\$68,410	\$17,102.40
6	\$86,786	\$69,429	\$17,357.20
7	\$88,079	\$70,463	\$17,615.80
8	\$89,392	\$71,514	\$17,878.40
9	\$90,724	\$72,579	\$18,144.80
10	\$92,076	\$73,661	\$18,415.20
11	\$93,447	\$74,758	\$18,689.40
12	\$94,840	\$75,872	\$18,968.00
13	\$96,253	\$77,002	\$19,250.60
14	\$97,687	\$78,150	\$19,537.40
15	\$99,143	\$79,314	\$19,828.60
16	\$100,620	\$80,496	\$20,124.00
17	\$102,119	\$81,695	\$20,423.80
18	\$103,641	\$82,913	\$20,728.20
19	\$105,185	\$84,148	\$21,037.00
20	\$106,752	\$85,402	\$21,350.40
Total			\$372,386.80

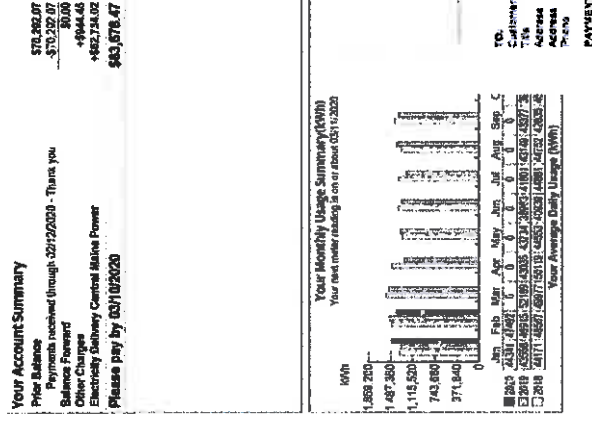
Net Energy Billing Agreements: How Do They Work?

1. Solar energy created remotely



2. Solar energy transferred to local power grid

3. Utility applies NEBs to your CMP bill



4. Solar production data goes to asset owner from Utility and invoice for production issued to customer

NET ENERGY BILLING CREDITS AGREEMENT

This Net Energy Billing Credits Agreement ("**Agreement**") is entered into as of _____, 2021 (the "**Effective Date**") and is by and between Taylor Hill Road Solar LLC as seller (collectively the "**Seller**"), and the Town of Bridgton, a municipality in the State of Maine, as buyer (the "**Buyer**"). In this Agreement, Seller and Buyer are sometimes referred to individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

WHEREAS, Seller is in the business of financing, developing, owning, operating and maintaining solar electric generation facilities for the production of Energy, and selling the resulting Net Energy Billing Credits to customers of transmission and distribution utilities;

WHEREAS, Seller proposes to finance, install, own, operate and maintain one or more Distributed Generation Resource(s) (such facilities, collectively, the "**Distributed Generation Resources**") in order to generate Energy for purposes of Seller delivering a portion of the Net Energy Billing Credits for the benefit of Buyer;

WHEREAS, the Distributed Generation Resources are each expected to qualify for Net Energy Billing pursuant to 35-A MRSA 3209-A and the Customer Net Energy Billing Regulations promulgated by the Maine Public Utilities Commission ("MPUC"), 65-407 C.M.R. ch. 313 and will, therefore, generate Net Energy Billing Credits for each excess kilowatt hour of electricity generated by the Distributed Generation Resources; and

WHEREAS, Seller desires to sell and deliver to Buyer, and Buyer desires to purchase and receive from Seller, a portion of the Net Energy Billing Credits generated by the Distributed Generation Resources during the Term, subject to the terms and conditions, and at the prices, set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual premises, representations, warranties, covenants, conditions herein contained, and the Exhibits attached hereto, Seller and Buyer agree as follows.

ARTICLE I DEFINITIONS

When used in this Agreement, the following terms shall have the meanings given below, unless a different meaning is expressed or clearly indicated by the context. Words defined in this Article I which are capitalized shall be given their common and ordinary meanings when they appear without capitalization in the text. Words not defined herein shall be given their common and ordinary meanings.

"Affiliate" means, with respect to either Party, such Party's general partner or manager, or any other person that directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such Party.

"Agreement" means this Net Energy Credits Billing Agreement, including all Exhibits and attachments hereto.

“Applicable Legal Requirements” means any present and future law, act, rule, requirement, order, by-law, ordinance, regulation, judgment, decree, or injunction, including the Net Energy Billing regulations, of or by any Governmental Authority, ordinary or extraordinary, foreseen or unforeseen, and all licenses, permits, and other governmental consents, which may at any time be applicable to a Party’s rights and obligations hereunder, including, without limitation, the construction, operation, and ownership of the Distributed Generation Resources, as well as the selling and purchasing of Net Energy Billing Credits therefrom.

“Bankrupt” means that a Party: (i) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (ii) becomes insolvent or is unable to pay its debts or fails (or admits in writing its inability) generally to pay its debts as they become due; (iii) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (iv) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditor's rights, or a petition is presented for its winding-up, reorganization or liquidation, which proceeding or petition is not dismissed, stayed or vacated within twenty (20) Business Days thereafter; (v) commences a voluntary proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights; (vi) seeks or consents to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all of its assets; (vii) has a secured party take possession of all or substantially all of its assets or a Distributed Generation Resource, or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all of its assets; (viii) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (i) to (vii) inclusive; or (ix) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

“Business Day” means a day on which Federal Reserve member banks in Boston are open for business; and a Business Day shall open at 8:00 a.m. and close at 5:00 p.m. Eastern Prevailing Time.

“Buyer Allocation Percentage” has the meaning set forth in Section 4.1.

“Commercial Operations Date” means the date on which both (1) each Distributed Generation Resource generates electric energy on a commercial basis, and (2) the interconnection to the local electrical distribution system has been authorized and is functioning with the LDC.

“Confidential Information” means all oral and written information exchanged between the Parties which contains proprietary business or confidential information of a Party and is clearly marked, or designated, if oral, as “confidential” by such Party. The Parties agree that the provisions and specifics (but not the existence) of this Agreement constitute Confidential Information. The following exceptions, however, do not constitute Confidential Information for purposes of this Agreement: (a) information that is or becomes generally available to the public other than as a result of a disclosure by either Party in violation of this Agreement; (b) information that was already known by the receiving Party on a non-confidential basis prior to

this Agreement; (c) information that becomes available to receiving Party on a non-confidential basis from a source other than the disclosing Party if such source was not subject to any prohibition against disclosing the information to such Party; (d) information a Party is required to disclose in connection with any administrative or regulatory approval or filing process in connection with the conduct of its business or in accordance with any statute or regulations; (e) information disclosed pursuant to any applicable law, rule or regulation requiring such disclosure, or as compelled by legal process including, but not limited to any “public records” or “freedom of information” request or pursuant to the order or requirement of a court, administrative agency, or other Governmental Authority; (f) information disclosed as part of a public proceeding or meeting of the Buyer’s governing or legislative body that is held to authorize the Buyer to enter into this Agreement; and (g) information that is disclosed by the receiving Party with the prior written permission of the disclosing Party. Notwithstanding anything to the contrary in this paragraph, Seller acknowledges and agrees that Buyer is subject to Maine’s Freedom of Access law and that Buyer will disclose any information in its custody or control if Buyer determines that it is so required by law.

“Distributed Generation Resource” or “System” means one or more individual solar (PV) power electrical generation facilities, to be constructed owned, operated and maintained by Seller, with specifications for an aggregate nameplate capacity of approximately 3.87 MW (DC), each of which qualifies for Net Energy Billing, together with all appurtenant facilities required to interconnect such Distributed Generation Resource to the local electric distribution system, the first of which is to be located in Lewiston, Maine as described in Exhibit D, attached hereto.

“Energy” means the amount of electricity either used or generated by the Distributed Generation Resource over a period of time as metered in whole kilowatt-hours (kWh) at the LDC Metering Device.

“Environmental Attributes” means the characteristics of electric power generation by the System that have intrinsic value separate and apart from the energy and arising from the perceived environmental benefit of the System or the energy produced by the System including but not limited to all environmental attributes or renewable energy credits, including carbon trading credits, or certificates, emissions reduction credits, emissions allowances, green tags and tradable renewable credits, environmental and other attributes that differentiate the System or energy produced by the System from energy generated by fossil fuel based generation units, fuels or resources, characteristics of the System that may result in the avoidance of environmental impacts on air, soil or water, such as the absence of emission of any oxides of nitrogen, sulfur or carbon or mercury, or other base or chemical, soot particulate matter or other substances attributable to the System or the compliance of the System or energy with the law, rules and standards of the United Nations Framework convention on Climate Changes or the Kyoto Protocol or the UNFCCC or crediting “early action” with a view thereto, or laws or regulations involving or administered by the Clean Air Markets Division of the Environmental Protection Agency or successor administrator of any state or federal entity given jurisdiction over a program involving transferability of rights arising from Environmental Attributes and Reporting Rights. Environmental Attributes does not include Environmental Incentives.

“Environmental Incentives” means any and all credits, benefits, reductions, offsets, financial incentives, tax credits and other beneficial allowances, howsoever entitled, attributable

to the Distributed Generation Resource, the production of electrical energy from the Distributed Generation Resource, and its displacement of conventional energy generation, that are in effect as of the Effective Date or may come into effect in the future, including, to the extent applicable and without limitation, (i) greenhouse gas offsets under the Regional Greenhouse Gas Initiative or any other initiatives, (ii) tax credits, incentives or depreciation allowances established under any federal or state law, (iii) fuel-related subsidies or “tipping fees” that may be paid to accept certain fuels, and (iv) other financial incentives in the form of credits, tax write-offs, reductions or allowances under Applicable Legal Requirements attributable to the Systems or Energy, and all reporting rights with respect to such incentives.

“Events of Default” has the meaning set forth in Section 7.1.

“Force Majeure” means any cause not within the reasonable control of the affected Party which precludes that Party from carrying out, in whole or in part, its obligations under this Agreement, including, but not limited to, Acts of God; hurricanes or tornados; fires; epidemics; quarantine, landslides; earthquakes; floods; other natural catastrophes; strikes; lock-outs or other industrial disturbances; acts of public enemies; acts, failures to act or orders of any kind of any Governmental Authority acting in its regulatory or judicial capacity, provided, however, that any such discretionary acts, failures to act or orders of any kind by Buyer may not be asserted as an event of *Force Majeure* by Buyer where Buyer is the Governmental Authority; insurrections; military action; war, whether or not it is declared; sabotage; riots; civil disturbances or explosions. A Party may not assert an event of *Force Majeure* to excuse it from performing due to any governmental act, failure to act, or order, where it was reasonably within such Party’s power to prevent such act, failure to act, or order. Economic hardship of either Party, general economic or energy market conditions, Governmental Charges, and any acts, failure to act, or orders of any Governmental Authority related to 35-A M.R.S. §3209-B or the Net Energy Billing Regulations, shall not constitute an event of *Force Majeure*.

“Guaranteed Annual Electric Output” means the amount of Energy that is guaranteed by the Seller to be generated by the Facilities in three year period, as set forth in Exhibit C.

“Generation Contingent” means that Seller’s failure to deliver is excused if the Distributed Generation Resources for any reason do not generate sufficient energy necessary to deliver Net Energy Billing Credits hereunder. In such an event, Seller shall not be liable to Buyer for any damages.

“Governmental Authority” means any national, state or local government, independent system operator, regional transmission owner or operator, any political subdivision thereof or any other governmental, judicial, regulatory, public or statutory instrumentality, authority, body, agency, department, bureau, or entity.

“Governmental Charges” means all applicable federal, state and local taxes (other than taxes based on income or net worth, but including, without limitation, sales, use, gross receipts or similar taxes), governmental charges, emission allowance costs, duties, tariffs, levies, licenses, fees, permits, assessments, adders or surcharges (including public purposes charges and low income bill payment assistance charges), imposed or authorized by a Governmental Authority, local electric distribution company, or other similar entity, on or with respect to the Net Energy Billing Credits.

“Interconnection Agreement” shall mean the Interconnection Service Agreement(s) entered into with the local electric distribution company, each of which authorizes the interconnection of the respective Distributed Generation Resource with the local electric distribution system.

“Interest Rate” means a fluctuating interest rate per annum equal to the sum of the lesser of (i) the Prime Rate as stated in the “Bonds, Rates & Yields” section of The Wall Street Journal on the Effective Date and thereafter on the first day of every calendar month, plus one (1) percentage points, or (ii) the maximum rate permitted by Applicable Legal Requirements. In the event that such rate is no longer published in The Wall Street Journal or such publication is no longer published, the Interest Rate shall be set using a comparable index or interest rate selected by Buyer and reasonably acceptable to Seller. The Interest Rate hereunder shall change on the first day of every calendar month. Interest shall be calculated daily on the basis of a year of 365 days and the actual number of days for which such interest is due.

“LDC” means the local electric distribution company.

“Lender” means the entity or person(s) providing financing to Seller in connection with the Distributed Generation Resources.

“Net Energy Billing” shall have the meaning set forth in 35-A MRSA §3209-B (1) (D) and as set forth in Chapter 313 of the MPUC rules, 65-407 C.M.R.

“Net Energy Billing Credits” means those bill credits as set forth in 35-A MRSA §3209-B (5) and as set forth in Chapter 313 of the MPUC rules, 65-407 C.M.R. §3(K)(1).

“Net Energy Billing Regulations” are the Maine net energy billing statute, 35-A MRSA §3209-B and the MPUC rules, 65-407 C.M.R. ch. 313, as each may be amended from time to time.

“Premises” has the meaning set forth in Exhibit D.

“Production Shortfall” means the amount, expressed in kWh, by which the actual amount of Energy generated by the Distributed Generation Resources in any three year period is less than the Guaranteed Annual Electric Output for the same three year period.

“Shortfall Payment” shall have the meaning set forth in Section 5(f).

“System” means the Distributed Generation Resource.

“Tariff” means the LDC’s tariff for interconnection for Distributed Generation Resources and Net Energy Billing services, as approved by the MPUC, together with any subsequent amendments and approvals thereto.

“Tax Attributes” means the investment tax credits (including any grants or payments in lieu thereof) and any tax deductions or other benefits under the Internal Revenue Code or applicable federal, state, or local law available as a result of the ownership and operation of the Distributed Generation Resources or the output generated by the Distributed Generation

Resources (including, without limitation, tax credits (including any grants or payments in lieu thereof) and accelerated and/or bonus depreciation.)

ARTICLE II TERM

2.1 Term. The term of this Agreement (the “**Term**”) shall commence on the Effective Date and shall end at the earlier of (i) 11:59 PM on the day preceding the twentieth (20th) anniversary of the latest Commercial Operations Date (the “**Termination Date**”), or (ii) such date as of which this Agreement may be earlier terminated pursuant to the provisions hereof.

2.2 Early Termination Rights. Seller may terminate this Agreement at any time before the Commercial Operations Date upon ten (10) Business Days’ written notice to Buyer for the reason specified below; such termination shall not be considered a termination for default and neither party shall have any further obligation hereunder after termination:

(i) There exist site conditions at the Premises (including environmental site conditions) or construction requirements which, despite Seller's examination of the Premises before execution of this Agreement, were not known as of the Effective Date, and which will substantially increase the cost of the construction of the System;

(ii) Seller is unable, through no fault of its own and despite its diligent efforts, to obtain all Governmental Approvals, interconnection agreements and any related permits and approvals of any Governmental Authority or from the LDC for installation and operation of the System and for the sale and delivery of Net Energy Billing Credits to Buyer, on the terms and conditions contemplated by the terms of this Agreement and acceptable to Seller;

(iii) Seller exercises its right to early termination pursuant to the Lease for the Premises due to discovery of any title defect, encumbrance, restriction or other lien that will materially impair or adversely affect Seller’s permitted uses under the lease;

(iv) Seller is unable, through no fault of its own and despite its diligent efforts, to qualify the System under the Tariff;

(vii) The LDC requires material changes in plans and/or specifications to the System or the interconnection of the System which requires additional, material costs or fees deemed unreasonable by Seller.

Seller shall give Buyer at least thirty (30) days advance written notice of its intent to terminate this Agreement due to any of the foregoing conditions. In the event a Party terminates this Agreement, the Parties shall have no further obligations hereunder except those which survive expiration or termination of this Agreement in accordance with the terms hereof. Seller shall promptly notify Buyer in writing when the foregoing conditions are met.

Buyer may terminate this Agreement as to any or all Distributed Generation Resources without penalty or any liability at any time (a) prior to the Commercial Operations Date if a Distributed Generation Resource has not achieved commercial operation within 18 months of the Effective Date, except that this time period shall be extended day-for-day for the duration of any period of Force Majeure established by Seller in accordance with Section 8.2 or by delays caused by the LDC in approving the Interconnection Agreement or completing its obligations under the Interconnection Agreement (including any necessary construction or testing). The expected Energy for each 12 month period is set forth in Exhibit C. In the case of Buyer's termination pursuant to this Section 2.2, the Buyer shall give the Seller ten (10) Business Days' advance written notice, and this Agreement shall terminate with regard to the Distributed Generation Resource indicated by Buyer without further liability.

In the event a Party terminates this Agreement, the Parties shall have no further obligations hereunder except those which survive expiration or termination of this Agreement in accordance with the terms hereof.

ARTICLE III FACILITY OWNERSHIP AND OPERATION

3.1 Title. Title to each Distributed Generation Resource and all generation capacity credits, all Environmental Attributes, Environmental Incentives and Tax Attributes produced or associated with each Distributed Generation Resource shall be with the Seller or its contracted companies. The Parties intend that Seller or its contracted companies shall be the legal and beneficial owner of the Systems.

3.2 Notice of Commercial Operations Date. Once per month, starting 30 days following the Effective Date, Seller shall update Buyer regarding the progress made toward the Distributed Generation Resource both achieving the Commercial Operations Date and qualifying for Net Energy Billing, and Seller shall promptly notify Buyer in writing when each Distributed Generation Resource has achieved the Commercial Operations Date and qualified for Net Energy Billing.

3.3 Operation of Facilities. Seller warrants that each Distributed Generation Resource shall be installed, operated, and maintained in material accordance with all Applicable Legal Requirements, all equipment manufacturers' guidelines and recommendations, and pursuant to widely accepted industry practice and shall maintain such documents and records necessary to confirm installation, operation and maintenance of the Distributed Generation Resources in material accordance with such standards.

3.4 Obligation To Maintain Facilities; Insurance. Seller shall maintain the Distributed Generation Resources and the individual components thereof in good working order at all times during the Term of this Agreement, subject to reasonable time allowed for maintenance, repair and event(s) of Force Majeure. Seller shall carry insurance coverage in an amount reasonably expected to repair or replace the Distributed Generation Resources if damaged, or in an amount as required by a Lender, at Seller's discretion. In addition, at all times during the Term Seller shall carry all insurance required by Applicable Legal Requirements and shall also carry Commercial General Liability Insurance, naming Buyer as an additional insured, including coverage by an endorsement for Seller's defense and indemnification obligations under the Agreement, with per occurrence limits of not less than \$2,000,000.

3.5 Performance Guaranty. Seller shall be responsible for the construction, operation, and maintenance of each Distributed Generation Resource and shall possess the necessary rights in each Distributed Generation Resource to ensure that Buyer receives the Net Energy Billing Credits and Environmental Attributes as committed to in this Agreement.

(i) Seller guarantees that the Distributed Generation Resources will produce the Guaranteed Annual Electric Output, as adjusted by the Annual Facilities Degradation Factor, under standard insolation conditions at the Premises and measured over a three-year period. On the first anniversary of the Commercial Operation Date and each anniversary of the Commercial Operation Date thereafter during the Term (and any extension thereof), the Guaranteed Annual Electric Output shall be decreased by the Annual Facilities Degradation Factor.

(ii) Subject to clause (iii) below, if, beginning on the third anniversary of the Commercial Operation Date, and for each successive 3-year period ending thereafter, a Production Shortfall exists with respect to such three-year period, Seller may be required to credit Buyer with a credit equal to the product of:

(A) the amount, if any, in dollars per kWh by which (1) (i) the aggregate value of Net Energy Bill Credit calculated for each billing periods or portion thereof that occurred in such Contract Years divided by (ii) the actual aggregate kWh produced by the Distributed Generation Resources and delivered to the delivery point in such Contract Years exceeds (2) the rate per kWh set forth in Exhibit B for such Contract Years, multiplied by (B) the Production Shortfall for such Contract Year, multiplied by (C) the Buyer Allocation Percentage (the "**Shortfall Payment**"); provided, that the amount under subclause (A) shall in no case exceed \$0.05 per kWh;

(iii) For purposes of calculating a Shortfall Payment under clauses (ii) above, the Production Shortfall shall be adjusted as reasonably determined by Seller due to insolation conditions other than standard insolation conditions as of the Effective Date based on PV Syst modeling, failure, general utility outages or any failure of any electric grid, Force Majeure, or breaches or omissions of Buyer of any of its obligations hereunder. Payment or credit of the Shortfall Payment, as described herein, shall be Buyer's sole remedy against Seller for failure to meet the Guaranteed Annual Electric Output. Seller may at its option credit Buyer on future invoice(s) the amount of the Shortfall Payment. The credit from the Seller shall be in the form of a monetary credit to the Buyer against the next months' payment to Seller.

ARTICLE IV
PURCHASE AND SALE OF NET ENERGY BILLING CREDITS

4.1 Sale and Purchase of Net Energy Billing Credits. Commencing on the Commercial Operations Date, on a monthly basis Seller agrees to sell to Buyer, and Buyer agrees to purchase and accept all of Seller's right, title and interest to 38.5% ("**Buyer's Allocation Percentage**") of the Net Energy Billing Credits and Environmental Attributes generated by the Distributed Generation Resource, free and clear of all claims, liens, security interests and encumbrances of any kind, nature and description. Seller's obligations under this Section 4.1 are Generation Contingent. Seller's obligations under this Section 4.1 are Generation Contingent, but shall not be construed as a waiver of Buyer's early termination rights under Section 2.2.

4.2 Allocation. To facilitate delivery of the Net Energy Billing Credits purchased and sold pursuant to Section 4.1, Seller shall request that the LDC allocate the quantity of Net Energy Billing Credits specified in Section 4.1 to Buyer's customer account(s), as further set forth in Exhibit A, "Buyer's Designation of Customer Accounts", attached hereto and incorporated herein. Buyer understands that the Net Energy Billing Credits received by Buyer for a particular month will be reflected on Buyer's statement from the LDC as a monetary credit amount and not as an electricity quantity; and that such credit will be reflected on Buyer's monthly invoice according to the LDC's billing cycle, which may be approximately one (1) month after the Net Energy Billing Credits are generated by the Distributed Generation Resources.

4.3 Payment. For each month of the Term, the payment that Buyer shall make to Seller for the purchase of Buyer's Allocation Percentage of the Net Energy Billing Credits (the "**Payment**") shall be determined by multiplying (a) the rate per KWh set forth in Exhibit B, attached hereto and incorporated herein, by (b) the KWhs generated and delivered to the grid by the Distributed Generation Resources as measured by the LDC that are included in the calculation of the Net Energy Billing Credits allocated to Buyer's customer account(s) for that month.

4.4 Buyer's Purchase Contingent on Allocation of Credits by LDC. The Parties acknowledge and agree that Buyer's agreement to purchase Net Energy Billing Credits from Seller is contingent upon and subject to the LDC's acceptance of and allocation of such Net Energy Billing Credits to Buyer's customer account with LDC as set forth in Section 4.2 herein. During the Term of this Agreement, if for any reason the LDC refuses to allocate a portion or all of the Net Energy Billing Credits to Buyer's customer accounts, Buyer's obligation to purchase such Net Energy Billing Credits shall terminate, and Seller shall promptly refund to Buyer the Payment by Buyer for any such Net Energy Billing Credits which the LDC refused to credit to Buyer's customer accounts.

4.5 Title To Net Energy Billing Credits. Title to the Net Energy Billing Credits will pass from Seller to Buyer upon the LDC's allocation of such Net Energy Billing Credits to Buyer's customer account(s) by the LDC.

4.6 Non-Exclusive Agreement. Notwithstanding anything in this Agreement to the contrary, the Parties acknowledge and agree that Buyer's agreement to purchase Net Energy Billing Credits from Seller is not exclusive, and Buyer shall have the right and ability to enter into

agreements with other parties to purchase additional Net Energy Billing Credits and/or RECs, subject to all Applicable Legal Requirements.

4.7 Governmental Charges.

a. Seller is responsible for any Governmental Charges currently attributable to the sale of Net Energy Billing Credits to Buyer, irrespective of whether imposed before, upon or after the allocation and delivery of Net Energy Billing Credits to Buyer. Other than the Payment set forth in Section 4.3, Buyer shall not be responsible for any taxes, Governmental Charges, costs, duties, tariffs, licenses, fees, permits, assessments, adders or surcharges, imposed or authorized by a Governmental Authority, LDC, or similar entity, that are associated with the Distributed Generation Resource, including but not limited to any charges or costs associated with metering the generation from the Distributed Generation Resource or settling such generation in the ISO-NE wholesale markets.

b. The Parties shall use reasonable efforts to administer this Agreement and implement its provisions so as to minimize Governmental Charges to the extent permitted by law. In the event any of the sales of Net Energy Billing Credits hereunder are to be exempted from or not subject to one or more Governmental Charges, the Party claiming such exemption shall, upon a Party's written request therefore, provide the requesting Party with all necessary documentation to evidence such exemption or exclusion in a timely manner. If any sales or other tax is applicable to this Agreement in the future, Seller shall cooperate with Buyer to ensure that Buyer receives the full benefit of Buyer's tax exempt status.

ARTICLE V PAYMENT

5.1 Payment. During each monthly LDC billing cycle, Seller shall provide Buyer with an invoice for the Net Energy Billing Credits allocated to Buyer's designated account(s) during the prior monthly LDC billing cycle (the "**Invoice**"). The Invoice shall be based on the actual Net Energy Billing Credits that appear in the Buyer's LDC bill(s) for the designated account(s). Buyer shall either promptly provide its monthly LDC bill to Seller, or, shall allow Seller to access Buyer's monthly bill directly with the LDC, at Buyer's discretion. Subject to the provisions of Section 4.4, Buyer shall pay all invoiced amounts owed to Seller by a mutually agreeable method. Any payment not made to Seller within thirty (30) days of the Buyer's receipt of a proper Invoice and not in dispute shall bear interest from the date on which such payment was required to have been made through and including the date such payment is actually received by Seller. Such interest shall accrue at a rate equal to the Interest Rate.

5.2 Records and Audits. Seller shall keep, for a period of not less than seven (7) years after the expiration or termination of any transaction, records sufficient to permit verification of the accuracy of billing statements, Invoices, charges, computations and payments for such transaction. During such period Buyer may, at its sole cost and expense, and upon reasonable notice to Seller, examine Seller's records pertaining to such transactions during Seller's normal business hours. Seller shall also, at Buyer's request, such request to not occur more than annually, provide documentation of the amount of electricity generated by the Distributed Generation Resources and/or the calculation of the Net Energy Billing Credits.

5.3 Dispute. If a Party, in good faith, disputes an amount owed or paid as provided in this Agreement, the disputing Party shall immediately notify the other Party of the basis for the dispute and pay the undisputed portion of such Invoice no later than the due date. Upon resolution of the dispute, any required payment shall be made within seven (7) Business Days of such resolution along with the interest accrued at the Interest Rate, from and including the due date through and including the date such payment is actually received by Seller. Any overpayments shall be returned by the receiving Party upon request or deducted from subsequent payments with interest accrued at the Interest Rate at the option of the overpaying Party. The Parties shall only be entitled to dispute an amount owed or paid within twenty-four (24) calendar months from the date of issuance of such Invoice. If the Parties are unable to resolve a payment dispute under this Section 5, the Parties shall follow the procedure set forth in Section 12.5.

ARTICLE VI OBLIGATIONS OF THE PARTIES

6.1 Net Energy Billing.

a. Each Party's obligations under this Agreement are subject to each Distributed Generation Resource qualifying for Net Energy Billing, subject to the provisions of 35-A MRSA §3209-B and the MPUC's Net Energy Billing Regulations. If, within 18 months from the Effective Date, a Distributed Generation Resource does not so qualify, this Agreement shall automatically terminate with regard to that Distributed Generation Resource without further liability of the Seller to the Buyer and of the Buyer to the Seller, provided that the Buyer and Seller shall not be released from any payment or other obligations arising under this Agreement prior to such termination.

b. Subject to the provisions of this Agreement, each Party agrees to take all reasonable measures with respect to which it has legal capacity to facilitate and expedite the review of all approvals necessary for the Distributed Generation Resource to be eligible for and participate in Net Energy Billing.

c. So long as any such amendment will materially benefit a Party without material detriment to the other Party and is otherwise permitted by law, the Parties commit to each other in good faith to make commercially reasonable efforts to fully cooperate and assist each other to amend this Agreement to conform to any rule(s) or regulation(s) regarding Net Energy Billing and ensure that the Distributed Generation Resources are eligible for Net Energy Billing.

d. Upon implementation by the MPUC or other Governmental Authority of any rule or regulation that may affect any provision of this Agreement, in particular any rule or regulation regarding the provision of or eligibility for Net Energy Billing, the Parties shall negotiate in good faith to amend this Agreement to conform to such rule(s) and/or regulation(s) to the greatest extent possible, and shall use best efforts to conform such amendment to the original intent of this Agreement and to do so in a timely fashion.

6.2 Seller's Obligations.

a. Seller shall maintain accurate operating and other records and all other data for the purposes of proper administration of this Agreement, including such records as may be

required of Seller (and in the form required) by any Governmental Authority or the local electric distribution company.

b. Seller shall perform its obligations under this Agreement in full compliance with the Applicable Legal Requirements.

c. **Disclaimer Regarding Net Energy Bill Credits.** Seller makes no representations or warranties during the Term of this Agreement regarding the value of any Net Energy Bill Credit or any savings that may be realized by Buyer. Without limiting the foregoing, the Parties acknowledge that: (i) Net Energy Bill Credits that accrue to the Distributed Generation Resources will be allocated to Buyer's designation of accounts denominated in dollar amounts and not in kilowatt-hours; (ii) in any given billing period, the value of Net Energy Bill Credits awarded by the LDC will depend on the LDC's tariffs in effect during the applicable period and the manner in which such tariffs apply to the Distributed Generation Resources, that such tariffs may increase or decrease from time to time during the Term, and that the manner in which such tariffs apply to the Distributed Generation Resources may change based on such factors as changes in the Distributed Generation Resources rate classification; (iii) changes to the LDC's tariffs that effect the value of Buyer's Net Energy Bill Credits purchased by Buyer may not equal future rate changes affecting the Buyer's Net Energy Bill Credits or the total amount owed by Buyer to the LDC or Seller; and (iv) Buyer's Net Energy Bill Credits are based on solar electricity production that varies monthly throughout the year, therefore the amount of Buyer's Net Energy Bill Credits received month to month may vary based on seasonal variations and other factors and may not align on a month to month basis with Buyer's customer accounts monthly usage or amount owed to LDC. Notwithstanding anything to the contrary in this Section 6.2, nothing herein shall diminish Seller's performance guarantee and obligations as set forth in Section 3.5.

6.3 Buyer's Obligations.

a. Buyer shall perform its obligations under this Agreement in full compliance with the Applicable Legal Requirements.

b. Buyer shall reasonably cooperate with Seller so that Seller can meet its obligations under this Agreement, which cooperation shall include, but not be limited to, timely providing (or to the extent possible, reasonably facilitating that the LDC timely provides) to Seller full and complete information regarding the actual cash value of any Net Energy Billing Credits that have been allocated to Buyer's customer account by the LDC.

c. **No Right to Enter or Use Property.** Buyer shall not have, nor shall it assert, any right under this Agreement to enter upon or use the Premises or the System in any manner.

d. **Sharing of LDC Documentation; Electronic Access to Buyer's Designation of Customer Accounts.** Upon request of Seller, to the extent such copies are necessary to allow Seller to perform its obligations under this Agreement, Buyer agrees to promptly deliver to Seller copies of statements received from the LDC for, as applicable, the Buyer's Designation of Customer Accounts. In addition, if available, solely to the extent the following is necessary to allow Seller to perform its obligations under this Agreement Buyer shall (i) provide Seller with access to the utility data management accounts for the Buyer's Designation of Customer

Accounts in order to access information regarding the Buyer's Designation of Customer Accounts, (ii) establish with the LDC internet access to the Buyer's Designation of Customer Accounts and (iii) provide Seller with username, password and other required logon information in order to access information made available by the LDC regarding the Buyer's Designation of Customer Accounts.

ARTICLE VII REPRESENTATIONS AND WARRANTIES; ACKNOWLEDGEMENTS; BUYER'S COVENANTS

7.1 Representations and Warranties. As of the Effective Date, each Party represents and warrants to the other Party as follows.

- a. The Party is duly organized, validly existing, and in good standing under the laws of Maine.
- b. The Party has full legal capacity to enter into and perform this Agreement.
- c. The execution of the Agreement has been duly authorized, and each person executing the Agreement on behalf of the Party has full authority to do so and to fully bind the Party.
- d. The execution and delivery of this Agreement and the performance of the obligations hereunder will not violate any Applicable Legal Requirement, any order of any court or other agency of government, or any provision of any agreement or other instrument to which the Party is bound.
- e. There is no litigation, arbitration, administrative proceeding, or bankruptcy proceeding pending or being contemplated by the Party, or to the Party's knowledge, threatened against the Party, that would materially and adversely affect the validity or enforceability of this Agreement or the Party's ability to carry out the Party's obligations hereunder.

7.2 Forward Contract; Bankruptcy Code. Seller asserts that this Agreement and the transactions contemplated hereunder are a "forward contract" within the meaning of the United States Bankruptcy Code, and that Seller is a "forward merchant" within the meaning of the United States Bankruptcy Code. The Parties further assert that Seller is not a "utility", as such term is used in Section 366 of the United States Bankruptcy Code, and Buyer agrees to waive and not to assert the applicability of the provisions of Section 366 in any bankruptcy proceeding wherein Buyer is a debtor.

ARTICLE VIII TERMINATION/DEFAULT/REMEDIES

8.1 Events of Default. An “*Event of Default*” means, with respect to a Party (a “*Defaulting Party*”), the occurrence of any of the following:

(a) the failure to make, when due, any payment required under this Agreement that is not in dispute, but only if such failure is not remedied within thirty (30) calendar days after receipt of written notice of the failure to make payment together with a copy of the invoice to which such payment relates;

(b) any representation or warranty made by such Party in this Agreement was false or misleading in any material respect when made, unless that representation or warranty was not intentionally false and misleading when made and may be cured without material, adverse affect on the non-defaulting Party;

(c) the failure to perform any covenant or obligation set forth in this Agreement (except to the extent constituting a separate Event of Default under this Section 7.1), if such failure is capable of being remedied but is not remedied within thirty (30) calendar days after receipt of written notice from the non-defaulting Party, or if such a failure cannot be remedied within such period using commercially reasonable and diligent efforts, then within 60 calendar days after receipt of such written notice, or such longer period if and as the Parties may agree in writing; or

(d) such Party becomes Bankrupt.

8.2 Force Majeure. Except as specifically provided herein, if by reason of *Force Majeure* a Party is unable to carry out, either in whole or in part, any of its obligations herein contained, such Party shall not be deemed to be in default during the continuation of such inability, provided that: (i) the non-performing Party, within two (2) weeks after the occurrence of the *Force Majeure* event, gives the other Party hereto written notice describing the particulars of the occurrence and the anticipated period of delay; (ii) the suspension of performance be of no greater scope and of no longer duration than is required by the *Force Majeure* event; (iii) no obligations of the Party which were to be performed prior to the occurrence causing the suspension of performance shall be excused as a result of the occurrence; and (iv) the non-performing Party shall use commercially reasonable efforts to remedy with all reasonable dispatch the cause or causes preventing it from carrying out its obligations. Notwithstanding the foregoing, if the period of a Party’s nonperformance due to a *Force Majeure* event exceeds one hundred eighty (180) calendar days from receipt of notice of the *Force Majeure* Event by the other Party, the other Party may by giving written notice terminate this Agreement without penalty or liability.

8.3 Remedies for Event of Default. If at any time an Event of Default with respect to a Defaulting Party has occurred and is continuing beyond applicable notice and cure periods, the other Party (the “*Non-Defaulting Party*”) shall, without (except as otherwise provided in this Agreement) limiting the rights or remedies available to the Non-Defaulting Party under this Agreement or applicable law, but subject to the provisions of Article X, have the right by notice to the Defaulting Party, to designate a date, not earlier than ten (10) Business Days after the date such notice is effective, as an early termination date (“*Early Termination Date*”) of this Agreement and (b) exercise all other rights and remedies available at law or in equity to the Non-Defaulting Party. In the event that the Non-Defaulting Party designates an Early Termination

Date, this Agreement will terminate as of the Early Termination Date. In the event this Agreement is terminated as a result of an Event of Default, (i) Seller shall have no further obligation to deliver, and Buyer shall have no further obligation to purchase, any Net Energy Billing Credits from Seller, provided, however, that Buyer shall pay Seller for any Net Energy Billing Credits generated by Seller that have or may continue to be allocated to Buyer by the LDC, and (ii) Seller shall notify the LDC immediately to stop any future Net Energy Billing Credits allocation to Buyer forthwith, and shall promptly provide a copy of such notification to Buyer.

8.4 Seller Rights Upon Termination for Default. For Seller, such damages upon termination may include, without limitation, (i) lost revenues in connection with any failure by Buyer to Net Energy Bill Credits from Seller hereunder in accordance with the terms hereof, and (ii) lost revenues in connection with any inability of Seller to sell Environmental Attributes or Environmental Incentives associated with such Energy or the reduction in value of such Environmental Attributes or Environmental Incentives. Each Party agrees that it has a duty, under law, to mitigate damages that it may incur as a result of the other Party's non-performance under this Agreement. In addition and without limiting the foregoing, if Seller is the non-defaulting Party, Seller shall have the right to sell electricity (and/or associated Net Energy Bill Credits) produced by the System to persons other than Buyer and recover from Buyer any loss in revenues resulting from such sales. Each Party agrees that it has a duty to exercise commercially reasonable efforts to mitigate damages that it may incur as a result of the other Party's default under this Agreement.

8.5 Closeout Setoffs. The Non-Defaulting Party shall be entitled, at its option and in its discretion, to set off, against any amounts due and owing from the Defaulting Party under this Agreement, any amounts due and owing to the Defaulting Party under this Agreement.

8.6 Remedies Cumulative. Except as otherwise expressly provided in the Agreement, the rights and remedies contained in this Article are cumulative with the other rights and remedies available under this Agreement or at law or in equity.

8.7 Unpaid Obligations. The Non-Defaulting Party shall be under no obligation to prioritize the order with respect to which it exercises any one or more rights and remedies available under this Agreement. Notwithstanding anything to the contrary herein, the Defaulting Party shall in all events remain liable to the Non-Defaulting Party for any amount payable by the Defaulting Party under the Agreement in respect of any of its obligations which arose prior to the Event of Default and remain outstanding after any such exercise of rights or remedies.

ARTICLE IX LIMITATION OF LIABILITY

9.1 Limitation of Liability. The Parties confirm that the express remedies and measures of damages provided in this Agreement satisfy the essential purposes hereof. For breach of any provision for which an express remedy or measure of damages is provided, such express remedy or measure of damages will be the sole and exclusive remedy and the obligor's liability will be limited as set forth in such provision and all other remedies or damages at law or in equity are waived. If no remedy or measure of damages is expressly provided herein, except with respect to third party indemnity claims, the obligor's liability will be limited to actual direct damages

only, and such direct actual damages will be the sole and exclusive remedy and all other remedies or damages at law or in equity are waived. It is agreed by the Parties that damages set forth in Section 8.4 are considered to be direct damages. Except with respect to third party indemnity claims, in no event shall either Party be liable to the other Party for consequential, punitive, exemplary or indirect damages. This Article 9 shall survive termination of this Agreement.

9.2 Indemnification. Notwithstanding anything to the contrary in Section 9.1, Buyer shall not be responsible or liable for any personal injury or property damage caused by or occurring upon the Distributed Generation Resources or any individual component thereof. To the fullest extent permitted by law, the Seller shall indemnify, defend, and hold harmless the Buyer and all of its officers, employees, boards, commissions, and representatives from and against all claims, causes of action, suits, costs, damages, liabilities, losses, and expenses (including without limitation reasonable attorneys' fees related thereto, or incurred in establishing the right to indemnification) of any kind ("Losses") from or to third parties which arise out of or result from the performance of Seller's services or the construction, installation, operation, maintenance, repair, or replacement of the Distributed Generation Resource(s) or any component thereof. The provisions of this section shall survive the expiration or earlier termination of the Agreement. Nothing in this Agreement shall be deemed to waive any defense, immunity, or limitation of liability or to expand upon the limits of liability set by the Legislature under the Maine Tort Claims Act, or any other privileges or immunities provided by applicable law.

Exclusively for purposes of the foregoing indemnity, and only to the extent that this waiver does not affect the Seller's statutory immunity against claims made against it by its own employees, Seller waives any immunities to which it may be entitled under worker's compensation laws, and assumes potential liability for actions brought by its own employees.

9.3 Waivers.

a. No Implied Waivers – Remedies Cumulative. No covenant or agreement under this Agreement shall be deemed to have been waived by a Party, unless such waiver shall be in writing and signed by the Party against whom it is to be enforced or such Party's duly authorized agent. Consent or approval of a Party to any act or matter must be in writing, shall apply only with respect to the particular act or matter in which such consent or approval is given, and shall not relieve any other Party from the obligation wherever required under this Agreement to obtain consent or approval for any other act or matter. The failure of a Party to insist upon the strict performance of any one of the covenants or agreements of this Agreement or to exercise any right, remedy or election herein contained or permitted by law shall not constitute or be construed as a waiver or relinquishment for the future of such covenant or agreement, right, remedy or election, but the same shall continue and remain in full force and effect. Any right or remedy of a Party herein specified or any other right or remedy that a Party may have at law, in equity or otherwise upon breach of any covenant or agreement herein contained shall be a distinct, separate and cumulative right or remedy and no one of them, whether exercised or not, shall be deemed to be in exclusion of any other.

b. Acceptance of Payment. Neither receipt nor acceptance by a Party of any payment due herein, nor payment of same by a Party, shall be deemed to be a waiver of any

default under the covenants or agreements of this Agreement, or of any right or defense that a Party may be entitled to exercise hereunder.

ARTICLE X ASSIGNMENT

10.1 Prior Written Consent. No Party shall assign or in any manner transfer this Agreement or any part thereof without the prior written consent of the other Party, which consent may not be unreasonably conditioned, withheld or delayed, except that no prior written consent shall be required in connection with any assignment by a Seller in connection with the financing of a Distributed Generation Resource, so long as the assignee has demonstrable experience in operating and maintaining solar photovoltaic systems comparable to the Facilities; and has demonstrable financial capability to maintain the Facilities and perform the obligations of Provider hereunder. Notwithstanding anything to the contrary herein, Seller may assign all or a portion of its rights and obligations hereunder to (i) to one or more Affiliates of Seller, (ii) to any person succeeding to all or substantially all of the assets of Seller, (iii) to an entity that acquires the Project or, prior to the construction of the Project, the development rights thereto (each, a "Permitted Transfer"). In the event of any such assignment, Seller shall provide advance written notice to Buyer of the existence of such assignment, together with the name and address of the assignee, and documentation establishing that the assignee has assumed (or as of the closing of such transaction will assume) all or a portion of the Seller's rights and obligations under this Agreement. Buyer agrees to promptly execute any document reasonably requested in acknowledgement of such assignment and in consent thereto in accordance with the provisions hereof. If such assignment is a full assignment of all of Seller's rights, and obligations under this Agreement, then Seller shall have no further liability arising under this Agreement after the effective date of the assignment. Subject to the foregoing restrictions on assignment, this Agreement will inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

10.2 Collateral Assignment; Financing Provisions.

a. Financing Arrangements. Notwithstanding anything to the contrary herein, Seller may mortgage, pledge, grant security interests, assign, or otherwise encumber its interests in this Agreement to any persons providing financing for the Distributed Generation Resource. Buyer acknowledges that in connection with such transactions Seller may secure Seller's obligations by, among other collateral, an assignment of this Agreement and a first security interest in the Distributed Generation Resources. In order to facilitate such necessary sale, conveyance, or financing, and with respect to any lender or lessor, as applicable, Buyer agrees as follows:

i. Consent to Collateral Assignment. Buyer hereby consents to both the sale of the Distributed Generation Resources to a Lender and the collateral assignment for the financing of the Seller's right, title and interest in and to this Agreement, provided that Lender (or its assignee) is of equivalent or greater creditworthiness and experience than Seller, and Lender (or its assignee) agrees to assume all of Seller's rights under this Agreement in the event

that Lender exercises its remedies such that the Distribution Generation Resource(s) is sold to Lender.

ii. Rights of Lender. Notwithstanding any contrary term of this Agreement:

(A) Step-In Rights. After notice to Buyer that Seller has defaulted under the financing, the Lender, as owner of the Distributed Generation Resources, or as collateral assignee of this Agreement, shall be entitled to exercise, in the place and stead of Seller, any and all rights and remedies of Seller under this Agreement in accordance with the terms of this Agreement. The Lender shall also be entitled to exercise all rights and remedies of owners or secured parties, respectively, generally with respect to this Agreement and the Distributed Generation Resources. Seller hereby authorizes Buyer to rely on any such notice from Lender, to accept performance of any such rights by Lender and to make payments of amounts due hereunder to Lender, and Seller releases and discharges Buyer of, and from, any liability to Lender on account of any such payments;

(B) Opportunity to Cure Default. The Lender shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty or obligation required of Sellers thereunder or cause to be cured any default of Sellers thereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires the Lender to cure any default of Sellers under this Agreement or (unless the Lender has succeeded to Seller's interests under this Agreement) to perform any act, duty or obligation of Seller under this Agreement, but Buyer hereby gives it the option to do so;

Exercise of Remedies. Upon the exercise of remedies, including any sale of the Distributed Generation Resource by the Lender, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Seller to the Lender (or any assignee of the Lender as defined below) in lieu thereof, the Lender shall give notice to Buyer of the transferee or assignee of this Agreement. Except as otherwise set forth in Article VIII, any such exercise of remedies shall not constitute a default under this Agreement;

(C) Cure of Bankruptcy Rejection. Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to Seller under the United States Bankruptcy Code, at the request of Lender made within ninety (90) days of such termination or rejection, Buyer may, in Buyer's complete discretion, elect to enter into a new agreement with Lender or its assignee having substantially the same terms and conditions as this Agreement.

(iii) Right to Cure.

(A) Cure Period. Buyer will not exercise any right to terminate or suspend this Agreement unless it shall have given the Lender prior written notice of its intent to terminate or suspend this Agreement, as required by this

Agreement, specifying the condition giving rise to such right, and the Lender shall not have caused to be cured the condition giving rise to the right of termination or suspension within thirty (30) days after expiration of the periods provided for in this Agreement; provided that if such Seller's default reasonably cannot be cured by the Lender within such period and the Lender commences and continuously pursues cure of such default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed an additional ninety (90) days. The Parties' respective obligations will otherwise remain in effect during any cure period. In the event that Lender does not effectuate cure within the time period specified herein, Buyer shall not be obligated to accept later cure of any default hereunder, but may at any time after expiration of such periods, exercise any termination rights available under this Agreement.

(B) Continuation of Agreement. If the Lender or its assignee (including any purchaser or transferee), pursuant to an exercise of remedies by the Lender, shall acquire title to or control of Seller's assets and shall, within the time periods described in Section 10.2(a)(iii)(A), cure all material defaults under this Agreement existing as of the date of such change in title or control in the manner required by this Agreement, then the Lender or its assignee shall no longer be in default under this Agreement, and provided that after such change in title or control Buyer shall continue to receive all the Net Energy Billing Credits due to it as set forth in this Agreement, this Agreement shall continue in full force and effect as a direct contract between the Lender or its assignee (as Seller) and Buyer, provided that Buyer shall not be obligated to pay any sums to any assignee of Lender until Buyer has received notice from such assignee that it has succeeded to such interest.

(b) Lender a Third Party Beneficiary. Buyer agrees and acknowledges that Lender is a third party beneficiary of the provisions of this Section 10.2.

(c) Entry to Consent to Assignment. Buyer agrees to execute such consents to assignment or acknowledgements as may be reasonably requested by Seller and/or Lender in connection with the financing or sale of the Distributed Generation Resources, pursuant to this Section 10.2 and which do not change or alter any material term of this Agreement, provided that such assignment satisfies the provisions of Section 10.2.

ARTICLE XI AMENDMENT FOR FINANCING

11.1 Obligation to Modify the Agreement for Financing. If a Lender requires this Agreement to be modified, or if a Seller, in good faith, requires the Agreement to be modified in order to finance, develop or operate the Distributed Generation Resources, and in each case the modifications are reasonable and do not materially impact the terms of the Agreement, and do not increase any economic burden on the Buyer, the Parties shall enter into negotiations to amend this Agreement to materially conform to such requirements and to the original intent of this Agreement in a timely manner.

**ARTICLE XII
MISCELLANEOUS**

12.1 **Notices.** All notices and other formal communications which a Party may give to the other under or in connection with this Agreement shall be in writing (except where expressly provided for otherwise), shall be effective upon receipt or refusal, and shall be sent by any of the following methods: hand delivery; reputable overnight courier; certified mail, return receipt requested, and shall be sent to the following addresses:

If to Seller:

If to Buyer:

Any Party may change its address and contact person for the purposes of this Section 12.1 by giving notice thereof in the manner required herein.

12.2 **Confidentiality.** Except as provided in this Section 12.2, no Party shall publish, disclose, or otherwise divulge Confidential Information to any person at any time during or after the term of this Agreement, without the other Party's prior express written consent. Notwithstanding anything to the contrary in this Agreement, Seller acknowledges and agrees that Buyer is subject to Maine's Freedom of Access Law and that Buyer will disclose any information in its custody or control if Buyer determines that it is required by law to do so.

a. Each Party shall permit knowledge of and access to Confidential Information only to those of its affiliates, attorneys, accountants, representatives, agents, consultants, officers, and employees who have a need to know related to this Agreement.

b. If required by any law, statute, ordinance, decision, or regulation or pursuant to any order issued by a court, governmental agency or authority having jurisdiction over a Party, that Party may release or disclose Confidential Information, or a portion thereof, as required by applicable law, statute, ordinance, decision, order or regulation, and a Party may disclose Confidential Information to accountants in connection with audits.

12.3 **Severability.** If any article, section, phrase or portion of this Agreement is, for any reason, held or adjudged to be invalid, illegal or unenforceable by any court of competent jurisdiction, such article, section, phrase, or portion so adjudged will be deemed separate,

severable and independent and the remainder of this Agreement will be and remain in full force and effect and will not be invalidated or rendered illegal or unenforceable or otherwise affected by such adjudication, provided the basic purpose of this Agreement and the benefits to the Parties are not substantially impaired, and provided further, however, that the Parties shall enter into negotiations concerning the terms affected by such decisions for the purpose of achieving conformity with requirements of any Applicable Legal Requirements and the intent of the Parties.

12.4 Governing Law. This Agreement and the rights and duties of the Parties hereunder shall be governed by and shall be construed, enforced and performed in accordance with the laws of the State of Maine without regard to principles of conflicts of law.

12.5 Dispute Resolution. Unless otherwise expressly provided for in this Agreement, the dispute resolution procedures of this Section 12.5 shall be the exclusive mechanism to resolve disputes arising under this Agreement. The Parties agree to use their respective best efforts to resolve any dispute(s) that may arise regarding this Agreement.

a. Any dispute that arises under or with respect to this Agreement shall in the first instance be the subject of formal negotiations between respective executive officers of each Party. The dispute shall be considered to have arisen when one Party sends the other Party a written notice of dispute. The period for formal negotiations shall be fourteen (14) calendar days from receipt of the written notice of dispute unless such time period is modified by written agreement of the Parties.

b. In the event that the Parties cannot timely resolve a dispute by formal negotiations in the time required in Section 12.5(a), the sole venue for judicial enforcement shall be the courts of Maine. Each Party hereby consents to the jurisdiction of such courts, and to service of process in the State of Maine in respect of actions, suits or proceedings arising out of or in connection with this Agreement or the transactions contemplated by this Agreement. The prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs incurred in connection with any action or proceeding between the Parties arising out of or related to this Agreement.

c. Notwithstanding the foregoing, injunctive relief from such court may be sought without resorting to a form of alternative dispute resolution to prevent irreparable harm that would be caused by a breach of this Agreement.

12.6 Entire Agreement. This Agreement, together with its exhibits, contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all other understandings or agreements, both written and oral, between the Parties relating to the subject matter hereof.

12.7 Press Releases. Seller shall not make any public announcements related to the execution and existence of this Agreement, or the sale or purchase of Net Energy Billing Credits without the prior written consent of the Buyer (with such approval not to be unreasonably withheld, conditioned or delayed). This includes any publicity materials, press releases, or other public statements by Seller that refer to, or that describe, any aspect of this Agreement, or the sale or purchase of Net Energy Billing Credits. Buyer shall not use Seller's service mark or trademark in any promotional or advertising material without the prior written consent of the Seller.

12.8 No Joint Venture. Each Party will perform all obligations under this Agreement as an independent contractor. Nothing herein contained shall be deemed to constitute any Party a partner, agent or legal representative of any other Party or to create a joint venture, partnership, agency or any relationship between the Parties. The obligations of each Party hereunder are individual and neither collective nor joint in nature.

12.9 Amendments; Binding Effect. This Agreement may not be amended, changed, modified, or altered unless such amendment, change, modification, or alteration is in writing and signed by both Parties to this Agreement or its respective successor in interest. This Agreement inures to the benefit of and is binding upon the Parties and each of their respective successors and permitted assigns.

12.10 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement. The Parties hereby consent to the use of electronic signatures in connection with the execution of this Agreement. Facsimile, electronic, and digital copies of this document, including properly executed PDF versions of this document, are regarded as original instruments by the Parties, and electronic signatures to this Agreement shall be legally binding with the same force and effect as manually executed signatures.

12.11 Further Assurances. From time to time and at any time at and after the execution of this Agreement, each Party shall execute, acknowledge and deliver such documents and assurances, reasonably requested by the other and shall take any other action consistent with the terms of the Agreement that may be reasonably requested by the other for the purpose of effecting or confirming any of the transactions contemplated by this Agreement. No Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this Section.

12.12 Good Faith. All rights, duties and obligations established by this Agreement shall be exercised in good faith and in a commercially reasonable manner.

12.13 Survival. The provisions of Sections 3.1 (Title), 5.1 (Payment), 5.2 (Records and Audits), 5.3 (Dispute), 8.3 (Remedies for Event of Default), 9.1 (Limitation of Liability), 9.2 (Indemnification), and 9.3 (Waivers), and Article XII (Miscellaneous), shall survive the expiration or earlier termination of this Agreement.

12.14 No Third-Party Beneficiaries. This Agreement is intended solely for the benefit of the Parties hereto. Except as expressly set forth in this Agreement, nothing in this Agreement shall be construed to create any duty to or standard of care with reference to, or any liability to, or any benefit for, any person not a Party to this Agreement, except that this Section 12.14 shall not limit the rights of a Lender pursuant to Section 10.2.

[Signature page to follow.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

BUYER

By: _____

Name: _____

Title: _____

SELLER

By: _____

Name: _____

Title: _____

List of Exhibits to Agreement

Exhibit A – Buyer’s Designation of Customer Accounts

Exhibit B – Price

Exhibit C – Projected Monthly Energy

Exhibit D – Distributed Generation Resource(s) description(s)

EXHIBIT A

BUYER'S DESIGNATION OF CUSTOMER ACCOUNTS

Buyer may in its sole discretion provide written notice to Seller to modify the list of accounts, providing that the Percentage as set forth in Section 4.1 does not change. Within ten (5) Business Days of Seller's receipt of such notification Seller shall notify the LDC of such change and provide the modified schedules as required. The frequency with which the list of accounts can be modified will be subject to the LDC tariff requirements.

[Insert list of accounts]

**EXHIBIT B
PRICE**

Year	\$/MWh
1	85.00
2	86.28
3	87.57
4	88.88
5	90.22
6	91.57
7	92.94
8	94.34
9	95.75
10	97.19
11	98.65
12	100.13
13	101.63
14	103.15
15	104.70
16	106.27
17	107.86
18	109.48
19	111.12
20	112.79

EXHIBIT C**PROJECTED MONTHLY ENERGY**

Buyer's Allocation Percentage is X %.

Production Guarantee is 80% over a rolling 3 yr average.

Year	Full Site Production kWh	Buyer's Allocation (kWh)	Guaranteed Amount - 80% (3 yr average, kWh)
1	4,805,647	1,850,000	N/A
2	4,781,619	1,840,750	N/A
3	4,757,711	1,831,546	4,417,837
4	4,733,922	1,822,389	4,395,748
5	4,710,253	1,813,277	4,373,769
6	4,686,702	1,804,210	4,351,900
7	4,663,268	1,795,189	4,330,141
8	4,639,952	1,786,213	4,308,490
9	4,616,752	1,777,282	4,286,948
10	4,593,668	1,768,396	4,265,513
11	4,570,700	1,759,554	4,244,185
12	4,547,846	1,750,756	4,222,964
13	4,525,107	1,742,002	4,201,850
14	4,502,482	1,733,292	4,180,840
15	4,479,969	1,724,626	4,159,936
16	4,457,569	1,716,003	4,139,136
17	4,435,281	1,707,423	4,118,441
18	4,413,105	1,698,885	4,097,849
19	4,391,040	1,690,391	4,077,359
20	4,369,084	1,681,939	4,056,972

Exhibit D**DISTRIBUTED GENERATION RESOURCE DESCRIPTION(S)**

Project Size	3.87 MW DC
Service Territory	Central Maine Power Company
Service Load Zone	Maine
Premises	106 Taylor Hill Road
Project Coordinates	44.154, -70.198
Town	Lewiston, ME
Expected Generation for full Project (Year 1)	4,805,647 kWh

July 2021 Proposed Special Town Meeting Schedule

Tuesday, March 27th	<i>New policy adopted by Board of Selectmen on 4.23.2019: Non-citizen referendum questions to be submitted to BOS two (2) months prior to deadline (05.27.2021).</i>	
Tuesday; May 11th or Tuesday, May 25th	Orders by Board of Selectmen for Placement of Referendum Questions on Ballot (deadline May 27, 2021)	MRS 30-A § 2528.5
Sunday; June 27th Monday; June 28th	Absentee Ballots (for July 27th Election) Available at Town Clerk's Office	MRS 21-A § 752 MRS 21-A § 6
Tuesday; July 13th	Board to Conduct Public Hearing on Referendum Questions	MRS 30-A § 2528.5
Tuesday; July 27th Polls Open 8AM-8PM	Special Town Meeting [Election/Town Referendum] @ Bridgton Town Hall; 26 North High Street	

From: Agnieszka A. (Pinette) Dixon <ADixon@dwmlaw.com>
Sent: Friday, March 26, 2021 1:47 PM
To: Linda LaCroix; Robert "Bob" Peabody, Jr.; Brenda Day; Laurie Chadbourne; Georgiann M Fleck
Subject: Repeal and replacement of Victualers and Marijuana Establishments Licensing Ordinance; revised applications; and certification form
Attachments: 2021-03-26 Victualers License Application.DOCX; 2021-03-26 Marijuana Establishment License Application.DOCX; 2021-03-26 Repeal and Replacement of Victualers and Marijuana Establishments Licensing Ordinance.DOCX; 2021 Ordinance Certification - Repeal and Replace V-ME Licensing Ordinance.DOCX

Hi everyone,

Attached are the documents in follow-up to the BOS request to split up the "Victualers and Marijuana Establishments Licensing Ordinance" and to simplify requirements for both. Specifically, the revised ordinances:

- Simplify the definition of Applicant – the applicant is the owner, which is defined as any officer, director, etc.
 - For Victualers: If the business has more than 3 such owners, then the applicant is the person who is duly authorized to file the application.
 - For Marijuana: If the business has more than 3 such owners, then the owners can ask the BOS to designate the applicant as either those members holding a controlling interest in the business or to the person who is duly authorized to file the application. The BOS has discretion to say yes or no to these requests case-by-case.
- Background checks: For both Victualers and Marijuana: The BOS has the discretion (but is not required) to request a local, state, and/or federal criminal records check. If the BOS opts to do this, the Applicant will have to fill out the background check release form and will be responsible for any costs.
 - Both the application section and the review criteria now clearly spell out that this is optional, not mandatory.
- Miscellaneous edits throughout to shorten and simplify both of the new ordinances.

As we discussed, this will require a referendum vote by the voters. I've included a certification form on the assumption you can still get this on the June referendum – the certification includes the recommended form of the warrant/ballot question. If you decide to move this to November, simply change the election dates wherever they appear in the attached certification.

I've also updated the license applications to follow suit. Since they cross-reference the requirements in the replacement ordinances, I would recommend that you not use these until the voters approve the ordinances.

Let me know if you need anything else on this.

Thanks,
Aga

Agnieszka A. (Pinette) Dixon

Attorney

207.253.0532 Direct | 207.713.6824 Cell

ADixon@dwmlaw.com

84 Marginal Way, Suite 600, Portland, ME 04101

800.727.1941 | 207.772.3627 Fax | dwmlaw.com

DrummondWoodsum

ATTORNEYS AT LAW

The information transmitted herein is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. Unintended transmission shall not constitute waiver of any privilege, including, without limitation, the attorney-client privilege if applicable. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited. If you received this in error, please contact the sender and delete the e-mail and any attachments from any computer.



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

FOR OFFICE USE	
Date Received	_____
Amount Received \$	_____
Clerk's Initials	_____

Victualer's License Application

Town of Bridgton Victualers Licensing Ordinance

TYPE OF LICENSE SOUGHT

- ☐ New License
☐ Renewal License

TYPE OF ESTABLISHMENT

- ☐ Victualer – Mobile
☐ Victualer – Fast Food
☐ Victualer – Restaurant, under 50 seating capacity
☐ Victualer – Restaurant, 50 or over seating capacity

Application Fees	
Victualer's License	
· Fast Food	\$25.00
· Restaurant, under 50 seating	\$25.00
· Restaurant, 50 and over seating	\$40.00
Total: \$	

ESTABLISHMENT INFORMATION:

Name of Establishment: _____

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

Proposed Days & Hours of Operation: _____

APPLICANT AND CO-APPLICANT INFORMATION: Provide the following information for each Applicant and Co-Applicant. Note: The Applicant is the owner of the Establishment. If the owner is a business or nonprofit, the Applicant is every officer, director, member, manager, and general partner (collectively, "Members"). If there are more than 3 Members, the Applicant is the Member duly authorized to file this application. A Co-Applicant is any person (other than the Applicant) who is primarily responsible for the actual operation of the Establishment.

Name			
Mailing Address			
Phone Number(s)			
Email Address			
If requesting liquor license, over age 21?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Applicant's ownership interest in Establishment			

- ☐ Provide copies of any articles of incorporation/association, bylaws, operating agreement, or partnership agreement that govern the entity that will own and/or operate the Establishment.

REVIEW CRITERIA: If you answer yes to any question, provide an explanation on a separate sheet of paper.

Has any Applicant or Co-Applicant ever failed any part of a state inspection or local health inspection relating to the Establishment? ☐ Yes ☐ No (If yes, explain.)

Has any Applicant or Co-Applicant ever failed to pay an outstanding fine, penalty, or tax owed to the Town of Bridgton? ☐ Yes ☐ No (If yes, explain.)

Has any Applicant or Co-Applicant ever been issued a notice of violation related to the Establishment by the Town of Bridgton or by the State of Maine? ☐ Yes ☐ No (If yes, explain and attach the notice of violation and proof that the violation has been resolved.)

RIGHT, TITLE, OR INTEREST: What right, title, or interest does the Applicant have in the premises for which licensure is sought (e.g., a deed, lease, purchase and sale agreement)? _____ (Attach a copy.)

AFFIDAVIT OF APPLICANTS AND CO-APPLICANTS: *Each Applicant and Co-Applicant must certify to the statements below. Provide additional copies of this page as needed.*

I certify that:

1. I have never failed any part of a state inspection or local health inspection relating to the Establishment for which a license is being sought;
2. I have never failed to pay an outstanding fine, penalty, or tax owed to the Town of Bridgton;
3. I have never had a license required for the Establishment suspended or revoked by the Town of Bridgton or the State of Maine;
4. I have never been issued a notice of violation related to the Establishment by the Town of Bridgton or the State of Maine; or, if I have been issued such a notice of violation, the violation has been fully resolved; and
5. All taxes, fines, and penalties assessed by the Town of Bridgton on the Establishment, including equipment and fixtures, are fully paid as of the date of this certification.

If you cannot certify to all of above statements, check this box: ☐

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

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

Date: _____, 20____

Signature of Applicant or Co-Applicant _____

Print name: _____

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

APPLICATION SUBMISSIONS REQUIREMENTS CHECKLIST		FOR OFFICE USE
<input type="checkbox"/>	Complete license application form, including affidavits for each Applicant and Co-Applicant	
<input type="checkbox"/>	The application fee (nonrefundable). See table on page 1.	
<input type="checkbox"/>	Copy of all State of Maine DHHS Health Inspection Program licenses, including eating and liquor licenses. If an application for any state license is pending as of the filing of this application, submit a copy of the application submitted to the DHHS.	
<input type="checkbox"/>	Applicant and Co-Applicant Information (see page 1).	
<input type="checkbox"/>	Evidence of all local land use approvals (Planning and/or Code Enforcement).	
<input type="checkbox"/>	A description and a floor plan of premises for which license is sought.	
<input type="checkbox"/>	Additional Information (upon request of Municipal Officers): Background Check Release form (to be signed by each Applicant and Co-Applicant). <i>Note: The Municipal Officers may, in their discretion, check the Applicant's and Co-Applicant's local, state, and/or federal criminal record. If such a check is conducted, the Applicant must pay the cost to the Town of conducting such a check. This cost is in addition to the application fee.</i>	



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

FOR OFFICE USE

Date Received _____
Amount Received \$ _____
Clerk's Initials _____

Marijuana Establishment License Application

Town of Bridgton Marijuana Establishments Licensing Ordinance

Date: _____ Applicant Name: _____

TYPE OF MARIJUANA ESTABLISHMENT(S) (Check All That Apply):

☐ **New**

☐ **Renewal**

- ☐ **Adult Use Marijuana Store:** A "marijuana store" as that term is defined in 28-B M.R.S. § 102(34), as amended, and its successor provisions.
- ☐ **Adult Use Marijuana Cultivation Facility:** A "cultivation facility" as that term is defined in 28-B M.R.S. § 102(13), as amended, and its successor provisions. Select one:
- ☐ Tier 1 Marijuana Cultivation Facility. Not more than 500 square feet of plant canopy.
- ☐ Tier 2 Marijuana Cultivation Facility. Not more than 2,000 square feet of plant canopy.
- ☐ Tier 3 Marijuana Cultivation Facility. Not more than 7,000 square feet of plant canopy.
- ☐ Tier 4 Marijuana Cultivation Facility. Not more than 20,000 square feet of plant canopy.
- ☐ **Adult Use Marijuana Testing Facility:** A "testing facility" as that term is defined in 28-B M.R.S. § 102(54), as amended, and its successor provisions.
- ☐ **Medical Marijuana Registered Dispensary:** A building or facility operated by a person or entity registered under 22 M.R.S. § 2425-A that acquires, possesses, cultivates, manufactures, delivers, transfers, transports, sells, supplies or dispenses Medical Marijuana or related supplies and educational materials to qualifying patients and the caregivers of those patients as defined in 22 M.R.S. § 2422(6), as amended, and its successor provisions.
- ☐ **Medical Marijuana Caregiver Retail Store:** A location, building, or facility operated by a Medical Marijuana Registered Caregiver that is used to sell medical Marijuana to qualifying patients and that has attributes generally associated with retail stores, including, but not limited to, a fixed location, a sign, regular business hours, accessibility to the public and sales of goods or services directly to a consumer.
- ☐ **Medical Marijuana Large-Scale Caregiver Operation:** Any commercial or noncommercial use by a Medical Marijuana Registered Caregiver other than: (i) a Medical Marijuana Caregiver Retail Store, (ii) a Medical Marijuana Multiple Caregiver Facility, (iv) a Medical Marijuana Inherently Hazardous Substances Extraction Operation, (v) Marijuana Home Cultivation by a Qualifying Patient or Exempt Caregiver, or (vi) a Medical Marijuana Small-Scale Caregiver Operation.
- ☐ **Medical Marijuana Multiple Registered Caregiver Facility:** A building or facility housing more than one (1) Medical Marijuana Registered Caregiver.
- ☐ **Medical Marijuana Testing Facility:** A public or private laboratory that: (a) is authorized in accordance 22 M.R.S. § 2423-A(10) to analyze contaminants in the potency and cannabinoid profile of samples; and (b) is accredited pursuant to standard ISO/IEC 17025 of the International Organization for Standardization by a third-party accrediting body or is certified, registered or accredited by an organization approved by the Maine Department of Health and Human Services.
- ☐ **Marijuana Manufacturing Facility:** (check all that apply)
- ☐ **Medical Marijuana Manufacturing Facility:** A registered tier 1 or tier 2 manufacturing facility, as defined in 22 M.R.S. § 2422 as amended, and its successor provisions.
- ☐ **Medical Marijuana Inherently Hazardous Substances Extraction Operation:** "Marijuana extraction" using "inherently hazardous substances" by a "qualifying patient," the "caregiver" of a qualifying patient, or any other person authorized under 22 M.R.S. § 2423-F(3), as may be amended, to engage in "marijuana extraction" using "inherently hazardous substances," as those terms are defined in 22 M.R.S. § 2422, as amended, and its successor provisions.
- ☐ **Adult Use Marijuana Products Manufacturing Facility:** A "products manufacturing facility" as that term is defined in 28-B M.R.S. § 102(43), as amended, and its successor provisions.

MARIJUANA ESTABLISHMENT INFORMATION:

Name of Establishment: _____

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

Proposed Days & Hours of Operation: _____

APPLICANT AND CO-APPLICANT INFORMATION: Provide the following information for each Applicant and Co-Applicant. Note: The Applicant is the owner of the Marijuana Establishment. If the owner is a business or nonprofit, the Applicant is every officer, director, member, manager, and general partner (collectively, "Members"). If there are more than 3 Members, you may ask the Municipal Officers to limit the Applicants to those Members with a controlling interest in the business or to one Member who is duly authorized to file this application. A Co-Applicant is any person (other than the Applicant) that is primarily responsible for the actual operation of Marijuana Establishment.

1. Name of Each Applicant and Co-Applicant
2. Mailing Address
3. Phone Number(s)
4. E-mail Address
5. Over Age 21? (Yes/No)
6. Each Applicant's ownership interest in the Marijuana Establishment (if any)

☐ Provide copies of any articles of incorporation/association, bylaws, operating agreement, or partnership agreement that govern the entity that will own and/or operate the Establishment.

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

Emergency Contact Telephone Numbers: _____

Emergency Contact Email Address: _____

REVIEW CRITERIA: Please answer the following questions. If you answer yes to any question, please provide an explanation on a separate sheet of paper.

Has any Applicant or Co-Applicant ever failed any part of a state inspection or local health inspection relating to the Marijuana Establishment? ☐ Yes ☐ No (If yes, explain.)

Has any Applicant or Co-Applicant ever failed to pay an outstanding fine, penalty, or tax owed to the Town of Bridgton? ☐ Yes ☐ No (If yes, explain.)

Has any Applicant or Co-Applicant ever had a license required for any Marijuana Establishment suspended or revoked by the Town of Bridgton, by another Maine municipality, or by the State of Maine?
☐ Yes ☐ No (If yes, explain.)

Has any Applicant or Co-Applicant ever been issued a notice of violation related to any Marijuana Establishment by the Town of Bridgton, by another Maine municipality, or by the State of Maine?
☐ Yes ☐ No (If yes, explain and attach the notice of violation and proof that the violation has been resolved.)

Has any Applicant or Co-Applicant ever been convicted of a Class D or more serious crime, whether or not arising out of the operation of a Marijuana Establishment?
☐ Yes ☐ No (If yes, explain and provide the date, jurisdiction, nature of the offense and any penalty assessed.)

RIGHT, TITLE, OR INTEREST: What right, title, or interest does the Applicant have in the premises for which licensure is sought (e.g., a deed, lease, purchase and sale agreement)? _____ (Attach a copy.)

AFFIDAVIT OF APPLICANTS AND CO-APPLICANTS: *Each Applicant and Co-Applicant must certify to the statements below. Provide additional copies of this page as needed.*

I certify that:

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

If you cannot certify to all of above statements, check this box: ☐

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

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

Date: _____, 20____

Signature of Applicant or Co-Applicant

Print name: _____

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

APPLICATION SUBMISSIONS REQUIREMENTS CHECKLIST	FOR OFFICE USE
<input type="checkbox"/> Complete license application form, including affidavits for each Applicant and Co-Applicant	
<input type="checkbox"/> The application fee (nonrefundable). See table on page 3.	
<input type="checkbox"/> Copy of State License / Conditional License / Caregiver registration. If an application for a state license is pending as of the filing of this application, submit a copy of the state licensing application.	
<input type="checkbox"/> Applicant and Co-Applicant Information (see page 2).	
<input type="checkbox"/> Evidence of all local land use approvals (Planning and/or Code Enforcement).	
<input type="checkbox"/> Evidence of all other local approvals, including food or victualer's license.	
<input type="checkbox"/> A description and a floor plan of premises for which license is sought.	
<input type="checkbox"/> Copy of licenses held by any Applicant or Co-Applicant for other Marijuana Establishments in Maine.	
<input type="checkbox"/> Operations Plan (Adult Use Marijuana Stores and Medical Marijuana Caregiver Retail Stores only).	
<input type="checkbox"/> Additional Information (upon request of Municipal Officers): Background Check Release form (to be signed by each Applicant and Co-Applicant). <i>Note: The Municipal Officers may, in their discretion, check the Applicant's and Co-Applicant's local, state, and/or federal criminal record. If such a check is conducted, the Applicant must pay the cost to the Town of conducting such a check. This cost is in addition to the application fee.</i>	

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

REPEAL AND REPLACEMENT OF VICTUALERS AND MARIJUANA ESTABLISHMENTS LICENSING ORDINANCE

PREPARED FOR TOWN OF BRIDGTON REFERENDUM ELECTION
TO BE HELD ON _____, 2021

The "Town of Bridgton Victualers and Marijuana Establishments Licensing Ordinance" is proposed to be repealed and replaced with two separate ordinances entitled "Town of Bridgton Victualers Licensing Ordinance" and "Town of Bridgton Marijuana Establishments Licensing Ordinance," as shown below.

The "Town of Bridgton Victualers and Marijuana Establishments Licensing Ordinance" is proposed to be repealed in its entirety, as follows:

**TOWN OF BRIDGTON
VICTUALERS AND MARIJUANA ESTABLISHMENTS LICENSING ORDINANCE**

~~—Enacted 11/08/2011~~

~~(as the Town of Bridgton "Victualers Licensing Ordinance")
Revised 11/03/2020 (as the Town of Bridgton "Victualers and Marijuana
Establishments Licensing Ordinance")~~

~~I. — PURPOSE AND AUTHORITY~~

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

~~II. — DEFINITIONS~~

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

~~III. — LICENSE REQUIRED~~

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

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

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

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

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

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

~~a. — Marijuana Home Cultivation.~~

~~b. — Medical Marijuana Small Scale Caregiver Operations.~~

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

IV. — LICENSING AUTHORITY

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

V. — APPLICATIONS; REVIEW PROCEDURES

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

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

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

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

~~VI. — ISSUANCE OR DENIAL OF A LICENSE; INSPECTIONS~~

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

- ~~1. — Whether the Applicant has failed any part of a state inspection or local health inspection.~~
- ~~2. — Whether the Applicant has failed to provide sufficient evidence of compliance with applicable ordinances, laws, and regulations.~~
- ~~3. — Whether the Applicant is of good moral character. In determining good moral character, the Municipal Officers shall consider all evidence presented but shall, in addition, check the Applicant's criminal record, if any. Conviction of a class D or more serious crime is considered *prima facie* evidence that the Applicant lacks good moral character.~~
- ~~4. — Whether the Applicant has failed to pay an outstanding fine, penalty, or tax owed to the Town of Bridgton.~~
- ~~5. — If the Applicant is requesting a Marijuana Establishment License, whether the Applicant has had a license required for a Marijuana Establishment suspended or revoked by the Town, by another Maine municipality, or by the State.~~
- ~~6. — Whether the Applicant has provided false or misleading information in connection with the license application.~~

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

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

~~C. — Conditions of Approval: Establishments must operate in accordance with all material representations made in the license application. The Municipal Officers may attach to any license issued pursuant to this Ordinance additional conditions and requirements that are reasonably designed to promote the health, safety, or welfare of the public.~~

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

E. — Inspections:

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

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

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

VIII. — ASSIGNMENT OR TRANSFER

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

IX. — APPEALS

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

X. — PENALTY

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

~~XI. SEVERABILITY~~

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

*The "Town of Bridgton Victualers Licensing Ordinance"
is proposed to be enacted, as follows:*

**TOWN OF BRIDGTON
VICTUALERS LICENSING ORDINANCE**

Enacted 11/08/2011(as the Town of Bridgton "Victualers Licensing Ordinance")
Revised 11/03/2020 (as the Town of Bridgton "Victualers and Marijuana Establishments Licensing Ordinance");
Repealed and Replaced (as the "Town of Bridgton Victualers Licensing Ordinance") _____, 2021.

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TOWN OF BRIDGTON **VICTUALERS LICENSING ORDINANCE**

Enacted 11/08/2011(as the Town of Bridgton "Victualers Licensing Ordinance")
Revised 11/03/2020 (as the Town of Bridgton "Victualers and Marijuana Establishments Licensing Ordinance");
Repealed and Replaced (as the "Town of Bridgton Victualers Licensing Ordinance") _____, 2021.

I. PURPOSE AND AUTHORITY

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

II. LICENSE REQUIRED

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

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

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

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

III. LICENSING AUTHORITY

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

IV. APPLICATIONS; REVIEW PROCEDURES

The following review procedures apply to initial license applications, as well as renewal license applications. In reviewing a license application, the Municipal Officers may consider the requirements

under this Ordinance and other applicable ordinances, laws, and regulations and, for license renewals, the Licensee's record of compliance with the same.

- A. Applicant: The license applicant shall be the owner of the establishment. If the owner is a business entity or a nonprofit corporation, the applicant shall be every officer, director, member, manager, and general partner (collectively, "Members"). If the business entity or nonprofit corporation has more than three Members, the applicant shall be the Member duly authorized to file the application on behalf of the business entity or nonprofit corporation. If the applicant is not the person primarily responsible for the actual operation of the establishment, then the person(s) primarily responsible for the actual operation of the establishment shall be co-applicant(s) together with the applicant. The applicants and co-applicants are collectively referred to as "Applicant" in this Ordinance.
- B. Applications and Fees: An Applicant for a Victualer's License shall file with the Town Clerk a license application on a form prescribed by the Town Clerk, together with the following:
1. A nonrefundable license application fee as provided in the Town of Bridgton Fee Schedule.
 2. Evidence of all state and other municipal approvals required to operate the establishment including, as applicable, a copy of the Applicant's state license application and supporting documentation, as submitted to the state licensing authority. If an application for such approval is pending as of the date a license application is filed with the Town, the Applicant must submit a copy of the state licensing application.
 3. A statement identifying the Applicant and the Applicant's ownership interests in the establishment, if any.
 4. A release allowing the Municipal Officers to obtain, in their sole discretion, local, state, and/or federal criminal records and other background information related to the Applicant as provided in Section V.A.3, below. Failure to submit requested releases for a background check may be used by the Municipal Officers as grounds for denial of a license. The cost of any such background check shall be borne by the Applicant and shall be in addition to the application fee.
 5. A description and plan of the establishment for which a license is being sought.
- C. Initial Screening: The Town Clerk shall initially review the license application to ensure that it is complete. If the Town Clerk determines that an application is incomplete, the Town Clerk shall notify the Applicant of the additional information required to process the application. If such additional information is not submitted within 30 days of the Town Clerk's request, the Town Clerk may return the application as incomplete and the application shall be deemed denied. If the Town Clerk determines that the application is complete, the Town Clerk shall forward the application to the Town's Police Chief, Fire Chief, and Code Enforcement Officer for review and comment.
- D. License Renewals: Renewal license applications must be submitted to the Town Clerk in accordance with subsections B and C, above. The Municipal Officers shall annually review all renewal applications based on the review criteria set forth in Section V.A, below, and to determine the Applicant's previous conformance with this Ordinance and any other applicable ordinances, laws, and rules. The Municipal Officers shall (1) approve the renewal request; (2) table the renewal request, setting a date for the Applicant to come before the Municipal Officers to answer questions affecting consideration of the renewal request; or (3) for reason(s) noted, disapprove the request.

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

V. ISSUANCE OR DENIAL OF A LICENSE; INSPECTIONS

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

1. Whether the Applicant has failed any part of a state inspection or local health inspection.
2. Whether the Applicant has failed to provide sufficient evidence of compliance with applicable ordinances, laws, and regulations.
3. Whether the Applicant is of good moral character. In determining good moral character, the Municipal Officers shall consider all evidence presented and may, in addition and in their sole discretion, check the Applicant's local, state, and/or federal criminal record, if any.
4. Whether the Applicant has failed to pay an outstanding fine, penalty, or tax owed to the Town of Bridgton.
5. Whether the Applicant has provided false or misleading information in connection with the license application.

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

- B. Conditions of Approval: Establishments must operate in accordance with all material representations made in the license application. The Municipal Officers may attach to any license issued pursuant to this Ordinance additional conditions and requirements that are reasonably designed to promote the health, safety, or welfare of the public.
- C. License Term: A license is valid immediately upon being granted by the Municipal Officers and expires one year from the date the license was granted. A Licensee who fails to obtain a renewal license before license expiration must cease operations until a renewal license is granted.
- D. Inspections:
1. Initial License Inspection: An Applicant requesting a license for the first time must have the establishment inspected by the Code Enforcement Officer, Police Chief, and Fire Chief prior to any action being taken on the license application by the Municipal Officers. Any alterations or changes to an establishment during the course of the Municipal Officers' review will require additional inspections.
 2. Compliance Inspections: The Code Enforcement Officer, Police Chief, and Fire Chief shall have the authority to enter, with or without notice, a Licensee's premises to make any inspection reasonably necessary to determine compliance with the requirements of this Ordinance.

VI. SUSPENSION OR REVOCATION OF LICENSE; DETERMINATION OF VIOLATIONS

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

VII. ASSIGNMENT OR TRANSFER

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

VIII. APPEALS

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

IX. PENALTY

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

X. SEVERABILITY

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

The "Town of Bridgton Marijuana Establishments Licensing Ordinance"
is proposed to be enacted, as follows:

TOWN OF BRIDGTON
MARIJUANA ESTABLISHMENTS LICENSING ORDINANCE

Enacted 11/08/2011(as the Town of Bridgton "Victualers Licensing Ordinance")
Revised 11/03/2020 (as the Town of Bridgton "Victualers and Marijuana Establishments Licensing Ordinance");
Repealed and Replaced (as the "Town of Bridgton Marijuana Establishments Licensing Ordinance") _____, 2021.

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TOWN OF BRIDGTON

MARIJUANA ESTABLISHMENTS LICENSING ORDINANCE

Enacted 11/08/2011(as the Town of Bridgton “Victualers Licensing Ordinance”)
Revised 11/03/2020 (as the Town of Bridgton “Victualers and Marijuana Establishments Licensing Ordinance”);
Repealed and Replaced (as the “Town of Bridgton Marijuana Establishments Licensing Ordinance”) _____, 2021.

I. PURPOSE AND AUTHORITY; DEFINITIONS

This Marijuana Establishments Licensing Ordinance (the “Ordinance”) is enacted pursuant to 30-A M.R.S. § 3001, 22 M.R.S. § 2429-D and 28-B M.R.S. § 402. The purpose of this Ordinance is to set forth procedures and standards for the issuance of municipal licenses for Marijuana Establishments, as defined hereinbelow, in order to protect the public health, safety and welfare.

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

II. LICENSE REQUIRED

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

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

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

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

III. LICENSING AUTHORITY

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

IV. APPLICATIONS; REVIEW PROCEDURES

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

- A. Applicant: The license applicant shall be the owner of the establishment. If the owner is a business entity or a nonprofit corporation, the applicant shall be every officer, director, member, manager, and general partner (collectively, "Members"). If the business entity or nonprofit corporation has more than three Members, the Municipal Officers may in their sole discretion designate the applicants as those Member(s) holding a controlling interest in the business or to a Member duly authorized to file the application on behalf of the business entity or nonprofit corporation. If the applicant is not the person primarily responsible for the actual operation of the establishment, then the person(s) primarily responsible for the actual operation of the establishment shall be co-applicant(s) together with the applicant. The applicants and co-applicants are collectively referred to as "Applicant" in this Ordinance.
- B. Applications and Fees: An Applicant for a Marijuana Establishment License shall file with the Town Clerk a license application on a form prescribed by the Town Clerk, together with the following:
1. A nonrefundable license application fee as provided in the Town of Bridgton Fee Schedule.
 2. Evidence of all state and other municipal approvals required to operate the establishment including, as applicable, a copy of the Applicant's state license application and supporting documentation, as submitted to the state licensing authority. If an application for such approval is pending as of the date a license application is filed with the Town, the Applicant must submit a copy of the state licensing application.
 3. A statement identifying the Applicant and the Applicant's ownership interests in the establishment, if any.
 4. A release allowing the Municipal Officers to obtain, in their sole discretion, local, state, and/or federal criminal records and other background information related to the Applicant as provided in Section V.A.3, below. Failure to submit requested releases for a background check may be used by the Municipal Officers as grounds for denial of a license. The cost of any such background check shall be borne by the Applicant and shall be in addition to the application fee.
 5. A description and plan of the establishment for which a license is being sought.
 6. The specific categories of Marijuana Establishment for which the license is being sought (i.e., adult use marijuana cultivation facility, adult use marijuana products manufacturing facility, adult use marijuana store, adult use marijuana testing facility, medical marijuana caregiver retail store, medical marijuana inherently hazardous substances extraction operation, medical marijuana large-scale caregiver operation, medical marijuana manufacturing facility, medical marijuana registered dispensary, and/or medical marijuana testing facility).

7. Copies of any state or municipal licenses held by the Applicant for any other Marijuana Establishments owned or operated by the Applicant in Maine, as well as any notices of violation received from the state or any municipality for such Marijuana Establishments and proof that any violation has been resolved.

- C. Initial Screening: The Town Clerk shall initially review the license application to ensure that it is complete. If the Town Clerk determines that an application is incomplete, the Town Clerk shall notify the Applicant of the additional information required to process the application. If such additional information is not submitted within 30 days of the Town Clerk's request, the Town Clerk may return the application as incomplete and the application shall be deemed denied. If the Town Clerk determines that the application is complete, the Town Clerk shall forward the application to the Town's Police Chief, Fire Chief, and Code Enforcement Officer for review and comment.
- D. License Renewals: Renewal license applications must be submitted to the Town Clerk in accordance with subsections B and C, above. The Municipal Officers shall annually review all renewal applications based on the review criteria set forth in Section V.A, below, and to determine the Applicant's previous conformance with this Ordinance and any other applicable ordinances, laws, and rules. The Municipal Officers shall (1) approve the renewal request; (2) table the renewal request, setting a date for the Applicant to come before the Municipal Officers to answer questions affecting consideration of the renewal request; or (3) for reason(s) noted, disapprove the request. Applicants for renewal shall submit a completed application with fees annually to the Town Clerk at least 30 days prior to the expiration date of the license.

V. ISSUANCE OR DENIAL OF A LICENSE; INSPECTIONS

- A. Review Criteria: The Municipal Officers shall license persons of good moral character to establish or operate an establishment in accordance with the requirements set forth in this Ordinance and all other applicable ordinances, laws, and regulations. In determining whether to issue a license or deny a license application, the Municipal Officers shall consider:
 1. Whether the Applicant has failed any part of a state inspection or local health inspection.
 2. Whether the Applicant has failed to provide sufficient evidence of compliance with applicable ordinances, laws, and regulations.
 3. Whether the Applicant is of good moral character. In determining good moral character, the Municipal Officers shall consider all evidence presented and may, in addition and in their sole discretion, check the Applicant's local, state, and/or federal criminal record, if any.
 4. Whether the Applicant has failed to pay an outstanding fine, penalty, or tax owed to the Town of Bridgton.
 5. Whether the Applicant has had a license required for a Marijuana Establishment suspended or revoked by the Town, by another Maine municipality, or by the State.
 6. Whether the Applicant has provided false or misleading information in connection with the license application.

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

- B. Conditions of Approval: Establishments must operate in accordance with all material representations made in the license application. The Municipal Officers may attach to any license issued pursuant to this Ordinance additional conditions and requirements that are reasonably designed to promote the health, safety, or welfare of the public.
- C. License Term: A license is valid immediately upon being granted by the Municipal Officers and expires one year from the date the license was granted. A Licensee who fails to obtain a renewal license before license expiration must cease operations until a renewal license is granted.
- D. Inspections:
 - 1. Initial License Inspection: An Applicant requesting a license for the first time must have the establishment inspected by the Code Enforcement Officer, Police Chief, and Fire Chief prior to any action being taken on the license application by the Municipal Officers. Any alterations or changes to an establishment during the course of the Municipal Officers' review will require additional inspections.
 - 2. Compliance Inspections: The Code Enforcement Officer, Police Chief, and Fire Chief shall have the authority to enter, with or without notice, a Licensee's premises to make any inspection reasonably necessary to determine compliance with the requirements of this Ordinance.

VI. SUSPENSION OR REVOCATION OF LICENSE; DETERMINATION OF VIOLATIONS

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

VII. ASSIGNMENT OR TRANSFER

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

VIII. APPEALS

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

IX. PENALTY

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

X. SEVERABILITY

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

TOWN OF BRIDGTON

MEMO

TO: Board of Selectmen
FROM: Laurie L. Chadbourne, Town Clerk
RE: Victualer's Licenses
DATE: May 5, 2021

▪ **A La Mexicana II**

243 Portland Road

Victualer's License

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

▪ **Noble House**

81 Highland Road

Victualer's License

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

▪ **Tarry-A-While Resort, Inc.**

17 Tarry-A-While Road

Victualer's License

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

▪ **Nora Belle's**

2 Cottage Street, Unit 1

Victualer's License

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

▪ **Mack's Place**

224 Portland Road

Victualer's License

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

▪ **Lakeside Nutrition**

148 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 Board review.