

BRIDGTON BOARD OF SELECTMEN'S MEETING AGENDA

DATE: Tuesday, August 24, 2021

TIME: 4:30 P.M.

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

1. Call to Order
2. Pledge of Allegiance
3. 4:30 P.M. Executive Session per MRS Title 1 Section 405.6.E; Legal Matters
4. 5:00 P.M. Approval of Minutes
 - a. August 10, 2021
5. Public Comments on Non-Agenda Items (Each speaker *may* be limited to 3 minutes.)
6. Committee/Liaison Reports
 - a. Ordinance Review Committee Review Update
7. Correspondence, Presentations and Other Pertinent Information
 - a. Discussion of a Surveillance Video Policy
 - b. Lease Assignment (Laundromat)
 - c. Review of Ordinance Consolidation Costs (tabled 8/10/2021)
 1. Discussion of a Legal Services Use Policy
 - d. Discussion of Virtual Board Meetings (tabled 8/10/2021)
8. New Business
 - a. Awards and Other Administrative Recommendations
 1. Request from Planning Board to Direct Ordinance Consolidation to Referendum Ballot Question 2. Shall an ordinance entitled "Amendments to and Consolidation of Certain Town of Bridgton Land Use Ordinances" be enacted?
*(Note: A "Yes" vote will repeal the Town of Bridgton Land Use Ordinance, Site Plan Review Ordinance, Shoreland Zoning Ordinance, and Building, Plumbing and Razing Ordinance **and replace these ordinances with the Bridgton Land Use Code.** Copies of the text of the ordinance are available from the Town Clerk.)*
 2. November 2, 2021 Special Town Meeting Warrant
 - a. Certification of Proposed Ordinance Entitled "Repeal and Replacement of Victualers and Marijuana Establishment Licensing Ordinance" and Order
 - b. Certification of Proposed Ordinance Entitled "Amendments to and Consolidation of Certain Town of Bridgton Land Use Ordinances" and Order
 - b. Permits/Documents Requiring Board Approval
 1. Request for Use of Town Owned Property (Depot Street Parking Lot); Wreaths Across America
 2. Certificate of Commitment of Sewer User Rates Commitment #254
 3. Tax Abatements and Supplementals
 - c. Selectmen's Concerns
 - d. Town Manager's Report/Deputy Town Manager's Report

9. Old Business (*Board of Selectmen Discussion Only*)
 - a. Wastewater Status Update
 - b. Streetscape: Upper and Lower Main Street Status Update
10. Treasurer's Warrants
11. Public Comments on Non-Agenda Items (*Each speaker **may** be limited to 3 minutes.*)
12. Dates for the Next Board of Selectmen's Meetings
August 31, 2021: Workshop with Water District at 5:00 P.M.
September 14, 2021
September 28, 2021
13. Adjourn

Future Agenda Items:

1. Workshop for Review of Committees

Town Manager's Notes
Board of Selectmen's Meeting
August 24, 2021

1. Call to Order

2. Pledge of Allegiance

3. Executive Session

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

Motion: Move to come out of Executive Session.

4. Approval of Minutes

a. August 10, 2021

Suggested motion: *Move to approve the August 10th Meeting Minutes.*

7. Correspondence, Presentations and Other Pertinent Information

a. In your binder, please find information provided by MMA's Legal Services Department regarding security cameras. Present will be the Police Chief and a representative from Security 101.

b. Pursuant to Article X. Assignment of Lease found in the lease between the Inhabitants of the Town of Bridgton and Norgetown, Inc., David Diller is requesting that the lease be assigned to Steven B. Lobisser who is in the process of purchasing the business and real estate. The Town Attorney is drafting a new lease which will require the new owner to connect to the wastewater system upon its completion. Prior discussion included 12 months to hook-up to the system (\$600/EDU savings: laundromats fees are determined based on 2-EDUs per washing machine) and removal and required remediation of the leased fields.

Suggested motion: *Move to approve a lease between the Inhabitants of the Town of Bridgton and Steven P. Lobisser contingent upon his acquisition of the business and real estate and the requirements approved by the Board of Selectmen.*

c. The Community Development Director has previously provided a spreadsheet detailing the legal costs to date for the Ordinance Consolidation project. In your binder is an updated CDD Legal Expenses for FY 20-21 and FY 21-22.

d. In your binder, please find the model policy developed by the Maine Municipal Association (MMA) for permitting virtual board meetings. Also, please find MMA's guidance information regarding the policy.

Suggested motion: *Move to set a public hearing for the Town of Bridgton Virtual Board Meeting Policy on _____ at _____.*

8. New Business

a. Awards and Other Administrative Recommendations

1. In your binder, please find the request with supporting materials from Planning Board to direct Ordinance Consolidation to the November Special Town Meeting.

Motion: *I move that the Order entitled "Order to Place Referendum Question 2 on the November 2, 2021, Ballot" be adopted in form presented this meeting, and that an attested copy of this Order be filed with the minutes of this meeting.*

Suggested Motion: *Move to recommend passage of Question 2.*

2. November 2, 2021 Special Town Meeting

a. The Board certifies that proposed Ordinance entitled "Repeal and Replacement of Victualers and Marijuana Establishment Licensing

Ordinance” and Order appearing before the voters is a true copy of the official text.

Motion: Move to sign the Municipal Officers’ Certification of Official Text proposing “Repeal and Replacement of Victualers and Marijuana Establishment Licensing Ordinance” appearing on the Special Town Meeting Warrant.

- b. The Board certifies that proposed Ordinance entitled “Amendments to and Consolidation of Certain Town of Bridgton Land Use Ordinances” and Order appearing before the voters is a true copy of the official text.

Motion: Move to sign the Municipal Officers’ Certification of Official Text proposing “Amendments to and Consolidation of Certain Town of Bridgton Land Use Ordinances” appearing on the Special Town Meeting Warrant.

b. Permits/Documents Requiring Board Approval

- 1. Wreaths Across America has requested use of a section of the Depot Street Parking Lot on September 16th from 10am to 4pm. Please refer to the application in your binder.

Suggested motion: Move to approve the use of the section of the Depot Street Parking Lot between the Community Building and the Community Gardens Sign on September 16th from 10:00am to 4:00pm by Wreaths Across America.

- 2. Pursuant to 30-A M.R.S. § 3406 (copy of statute in your packet), please refer to Certificate of Commitment of Sewer User Rates: #254 in your packet.

Suggested motion: Move to commit the May 1, 2021, to July 31, 2021 Sewer User Rate Commitment #254 comprising 2 pages totaling \$8,511.66 to the Treasurer for collection.

- 3. For your approval, please see the list of tax abatements and supplementals being recommended by the Assessor’s Agent. The provided information notes the requested abatement/supplemental value/tax and the reason(s).

Suggested Motion: Move to approve the recommended August 24, 2021, tax abatements totaling \$21,110.94 and tax supplementals totaling \$18,569.57.

10. Old Business

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

Board of Selectmen's Meeting Minutes

August 10, 2021; 5:00 P.M.

Board Members Present: Carmen E. Lone, Chairman; Glenn R. Zaidman, Vice-Chairman; Paul A. Tworog; G. Frederick Packard; Robert J. McHatton, Sr.
Administration Present: Deputy Town Manager Georgiann Fleck; Town Clerk Laurie Chadbourne; Community Development Director Linda LaCroix.
Absent: Selectman G. Frederick Packard and Town Manager Robert Peabody.

1. Call to Order

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

2. Pledge of Allegiance

The Board recited the "Pledge of Allegiance."

3. Approval of Minutes

a. July 27, 2021

Motion was made by Selectman McHatton for approval of the meeting minutes from July 27, 2021; second from Vice-Chairman Zaidman. 4 approve/0 oppose

4. Public Comments on Non-Agenda Items

Community Development Director Linda LaCroix reported that Selectman Packard will not be at the meeting tonight.

5. Committee/Liaison Reports

Selectman McHatton reported that Gregory Bullard submitted his resignation from the Community Development Committee and from the Arts & Culture Subcommittee. Selectman McHatton noted that Mr. Bullard worked extremely hard during his membership. **Motion** was made by Selectman McHatton to accept his resignation, with regret, from both committees; second from Vice-Chairman Zaidman. 4 approve/0 oppose

Community Development Director Linda LaCroix reported that Ordinance Review Committee Chairman Rudin will be present at the next meeting to discuss the list of ordinances they are reviewing.

6. Correspondence, Presentations and Other Pertinent Information

a. Lease Assignment (Laundromat)

Chairman Lone reported that pursuant to Article X, Assignment of Lease, found in the lease between the Inhabitants of the Town of Bridgton and Norgetown, Inc., David Diller is requesting that the lease be assigned to Steven B. Lobisser who is in the process of purchasing the business and real estate. The Town Attorney drafted a new lease which will require the new owner to connect to the wastewater system upon its completion. Mr. Lobisser was present and responded to several questions asked by the Board. Discussion ensued. The Board directed the Town Manager to gather additional information on mitigation, the leach field, and transfer of the property for the next meeting.

b. Discussion of Virtual Board Meetings

Selectman Tworog is in favor of allowing remote public participation. Vice-Chairman Zaidman does not support virtual meetings unless there is an emergency. Selectman McHatton added that the public is welcome to attend the meetings. Chairman Lone recommended that all five members be present for this vote. **Motion** was made by Vice-Chairman Zaidman to table this to the next meeting; second from Selectman McHatton. 4 approve/0 oppose

The Board brought agenda item 7.b. forward.

7. New Business

a. Awards and Other Administrative Recommendations

There were no awards or other administrative recommendations.

b. Permits/Documents Requiring Board Approval

1. Victualer's License to Nouria Energy Retail, Inc. (433 Portland Road)

Motion was made by Selectman Tworog to approve a Victualer's License to Nouria Energy Retail, Inc.; second from Vice-Chairman Zaidman. 4 approve/0 oppose

2. Request for Use of Town Owned Property; Maine Eco Homes/Justin McIver

Justin McIver requested use of the town owned parking lot behind his property on Main Street. He is working with a group to plan a non-profit community event, free of charge. The event is entitled "Music on Main" and is an opportunity to unite people and promote the downtown. **Motion** was made by Vice-Chairman Zaidman for approval to use town owned property, to authorize use of alcohol, to authorize amplified music, to close Park Street between the hours of 4:00 P.M. and 9:00 P.M., and to approve the special taste testing event license; second from Selectman Tworog. 4 approve/0 oppose

Back to 6.c. Review of Ordinance Consolidation Costs

Selectman McHatton was concerned with the amount of funds spent on legal services. Selectman Tworog suggested that the Board create one line item, "legal," that consolidates use by all departments for tracking purposes. **Motion** was made by Vice-Chairman Zaidman to table this item to the next meeting when the Town Manager is present and to direct the Deputy Town Manager to prepare a list of individuals that would be invited to participate in the meeting/workshop; second from Selectman McHatton. 4 approve/0 oppose

c. Selectmen's Concerns

- **Selectman Tworog** reiterated his request for discussion of a video surveillance policy to which Vice-Chairman Zaidman responded that the Town Manager will be providing information for the Board at the next meeting.
- **Vice-Chairman Zaidman** had no concerns.
- **Selectman McHatton** asked for the deadline to direct questions to the November ballot to which Town Clerk Chadbourne responded that the last meeting prior to the September 3rd deadline is August 24th.
- **Chairman Lone** voiced concerns regarding the trenching along Route 117 to which this concern will be passed on to the Town Manager.

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

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

"TOWN OF BRIDGTON DEPUTY TOWN MANAGER'S REPORT, July 27, 2021

General: Linda LaCroix, Community Development Director, reports that the Town recently entered into an agreement with solar field developer Ameresco on a project to be developed in Lisbon, Maine under a State Public Utilities Board Net Energy Billing program. Once the plant is built and operating, the Town will receive credits on electric power billing over a twenty-year period. Total savings under the program is estimated to be \$462,480.

Nikki Hamlin, Executive Secretary, sent out an email today regarding a compromised email account. If you receive a message entitled "new transmission from Town of Bridgton", please DO NOT OPEN THE MESSAGE and DELETE immediately. Chris Sanborn, Modem Wavs, our IT provider has been notified and working to mitigate the problem.

Public Works Department: Moved "narrow bridge" sign closer to the bridge on Smith Avenue; changed culvert on Plummers Landing Road and while there did some ditching; performed ditching on Upper Ridge Road; emergency tree removal on Kimball Road, Middle Ridge Road and Kansas Road; graded pot holes on Adams Pond Road; trees slated to be taken down at Middle Ridge Cemetery; Camp Wildwood, Church Street and Mt. Henry Road; and finished ditching on the Hio Ridge Road and Stone Road. Mike Rand, Public Works Division, submitted his resignation effective Thursday, July 22, 2021. Mike began his employ with the Town on November 25, 2002 and

left in September 2, 2015 to pursue another opportunity, however, returned December 5, 2016 until recently. Not consecutively, but his total years of employ with the Town of Bridgton would be 18. We wish Mike the best of luck in his next endeavor.

Bridgton Police Department: Chief Jones would like to thank members of the Bridgton Police Department for their immediate actions in the recent lost and found persons with special Recognition to Sgt Reese for coordinating these efforts. We welcome Grace Gendron, newly hired Public Safety Administrative Assistant to the Police Department and Fire Department. Grace began work on Monday July 19th. On Saturday, August 21, 2021 at 4:00p.m. to 7:00p.m. (location to be determined) Lisa Magiera , BKD Karate Dojo, will be coordinating with the Bridgton Police Department and the Bridgton Recreation Department to offer a class entitled "Off to College Self Defense Workshop".

Bridgton Recreation Department: The circus is coming! Zerbini Family Circus is coming to Bridgton with showings on Thursday August 12 at 6:00p.m. and Friday August 13 at 5:00p.m. and 7:00p.m. Cabbage Island Clambake is scheduled for Tuesday, August 10th with a departure time of 8:00a.m. from the Harrison Town Office Parking Lot to Boothbay Harbor. Cost is \$73.00 for Harrison and Bridgton residents and \$98.00 for non-residents. You must register in advance at bridgtonmaine.org/bridgtonrecreation. Coming this fall....before and after school care for K-5th grade. For more information on this and other events and programs please contact Recreation Director, Gary Colello, at 647-1126 or refer to our website at www.bridgtonmaine.org

Health Officer: Catherine Pinkham, Health Officer, reports that in the first update since Saturday the Maine CDC reported 175 new cases of COVID-19 and Cumberland County reports 1 additional coronavirus-related death, the 898th overall in Maine. CDC is also expected to recommend everyone in K-12 schools wear a mask regardless of their vaccination status and urging that vaccinated people in certain areas of the country resume wearing masks because of COVID-19.

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

Respectfully submitted, Georgiann M. Fleck, Deputy Town Manager"

8. Old Business

a. Wastewater Status Update

Deputy Town Manager Fleck provided a brief wastewater status update.

b. Streetscape: Upper and Lower Main Street Status Update

Deputy Town Manager Fleck provided a brief upper and lower Main Street status update.

9. Treasurer's Warrants

Motion was made by Selectman Tworog for approval of Treasurer's Warrants numbered 175 through 180 (all inclusive), 5 and 7 through 13 (all inclusive); second from Vice-Chairman Zaidman . 4 approve/0 oppose

10. Public Comments on Non-Agenda Items

Selectman McHatton voiced concerns that the Planning Board is not recommending mural amendment to the sign ordinance for the November election. Vice-Chairman Zaidman stated that a mural is not a sign unless it is used as advertisement and requested clarification to which Deputy Town Manager Fleck will reach out to the Maine Municipal Association for their opinion and report back to the Board via email. Vice-Chairman Zaidman also requested that Deputy Town Manager Fleck reach out to other towns (Portland, Rockport, etc.) to find out how they deal with murals.

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

August 24, 2021 and September 14, 2021

12. Adjourn

Motion was made by Selectman McHatton to adjourn the meeting at 7:00 P.M.; second from Vice-Chairman Zaidman. 4 approve/0 oppose

Respectfully submitted,

Laurie L. Chadbourne, Town Clerk

Town of Bridgton
Office of the Community Development Director

MEMORANDUM

To: Select Board
From: Linda LaCroix, Community Development Director
RE: Ordinance Review Committee Review Update
Date: 8/16/2021

Dear Select Board,

Attached is a listing of town ordinances, along with an update from the Ordinance Review Committee for each of the Ordinances under their purview. Note that this is a new listing that the CDD will use to confirm reviewing entity and current status of review for each ordinance. Not all the information is confirmed yet but is based on current understanding of roles at this time.

The Chair has asked that the Select Board review the ordinances coming under the ORC (highlighted in green on the list) and advise the Committee of any priorities to include in the current review process.

Respectfully,
Linda

Ordinance Review Status Report as of 08/16/2021

Status Update by: CDD

<u>No.</u>	<u>Ordinance Name</u>	<u>Revision History</u>	<u>Reviewing Entity</u>	<u>ORC Review Status</u>
1	Bear River Aquifer Ordinance	(6/19/90, Rev. 6/14/2000, 6/2007, 6/2014, 6/2019)		
2	Traffic Ordinance	(1/10/95, Rev 8/27/96, 1/22/02, 3/02, 10/05, 5/10, 8/11, 2/12, 12/16, 06/12/18)	Ordinance Review Committee	
3	Special Amusement Ordinance	(9/78, Rev 6/9/93, Sec 205 Rev 6/12/96, Rev 6/11/97, 6/14/2011, 6/11/2019)	Ordinance Review Committee	
4	Ordinance to Restrict the Use of Firearms	(3/4/81)		
5	Phosphate Detergents Ordinance	(3/1/71)	Ordinance Review Committee	
6	Outdoor Festival Ordinance	(5/71, Rev 6/9/93, 6/11/19)	Ordinance Review Committee	Under Review by ORC
7	CATV Ordinance	(9/28/82; Rev 06/11/19)	Ordinance Review Committee	Under Review by Town Manager
8	Anti-Litter Ordinance	(Rev 6/9/93, 6/9/04, 6/11/19)	Ordinance Review Committee	Recently Amended
9	Dog Control Ordinance	(6/9/99, 11/3/2009, 6/11/19)	Ordinance Review Committee	Amendments Proposed by ORC-Under Consideration by Select Board
10	Skateboard Ordinance	(6/6/89)	Ordinance Review Committee	
11	Solid Waste Flow Control Ordinance	(Rev 6/15/94)	Ordinance Review Committee	
12	General Assistance Ordinance	(10/1/99, 10/2005, 10/2012, 8/2017)		
13	Sewage Ordinance	(Rev. 6/14/95, 6/14/2000, 6/12/2007, 6/14/2016, 6/11/2019, 11/26/2019)	Ordinance Review Committee	
14	Alarm System Ordinance	(1987, Rev 3/1/94, 7/1/07, 6/10/14)	Ordinance Review Committee	Recently Amended
15	Civil Emergency Preparedness Ordinance	(5/29/87)	Ordinance Review Committee	Under Review by ORC-Pending Input from Emergency Management Director
16	Site Plan Review Ordinance	(6/10/98, Rev 6/14/2000, 6/14/2005, 6/12/2007, 6/10/2008, 6/14/2011, 12/13/2011, 6/12/2012, 6/10/14, 6/09/15, 6/14/16, 6/11/19, 7/14/20)	Planning Board	

Ordinance Review Status Report as of 08/16/2021

<u>No.</u>	<u>Ordinance Name</u>	<u>Revision History</u>	<u>Reviewing Entity</u>	<u>ORC Review Status</u>
17	Shoreland Zoning Ordinance	(6/12/96, Rev 6/11/97, 6/10/98, 3/23/99, 6/12/02, 6/10/03, 6/14/05, 6/12/07, 6/9/09, 6/14/11, 12/13/11, 6/10/14, 6/9/15, 6/11/19)	Planning Board	
18	Subdivision Regulations	(3/94, Rev 5/97, 11/98, 5/99, 8/99, 8/01, 12/01, 7/02, 9/03, 3/04, 3/05, 3/06, 7/07, 3/08, 3/09, 5/10, 3/11, 10/11, 3/12, 4/14, 3/15, 3/16, 6/11/19)	Planning Board	
19	Floodplain Ordinance	(6/15/94, Rev 6/7/02, 6/12/02, 6/12/07, 6/11/19)	Ordinance Review Committee	Under Review by ORC- Pending Input From CEO
20	Willet Brook Aquifer Protection Ordinance	(6/10/92, Rev. 6/12/2007, 6/10/2014, 6/11/2019)		
21	Building & Razing Permit Ordinance	(6/9/93, Rev 6/14/05, 6/12/2007, 6/11/2019)	Planning Board	
22	Planning Board Ordinance	(6/14/95, Rev. 6/8/10)		
23	Cost Recovery Ordinance	(6/14/95)	Select Board	
24	Curfew Ordinance	(7/25/95)	Ordinance Review Committee	Amendments Proposed by ORC-Under Consideration by Select Board
25	Street Naming, Addressing and Driveway/Entrance Opening Ordinance	(6/12/96, 11/2000, 6/2007, 6/09/2009, 6/11/2019)		
26	Bicycle Ordinance	(6/11/97; Rev 06/11/19)	Ordinance Review Committee	Recently Amended
27	Tower Ordinance	(6/10/98, 6/9/99, 6/12/2007, 6/09/2009, 6/10/14, 6/09/15, 6/14/16, 6/11/19)	Planning Board	
28	Sign Ordinance	(6/14/2000, Rev 6/14/05, 6/12/07, 6/14/11, 6/10/14, 6/09/15, 11/6/18, 6/11/19)	Planning Board	
29	Automobile Graveyards, Junkyards and Automobile Recycling Businesses	(2/27/2001; Rev 6/12/2007, 6/11/19)		
30	Ordinance Restricting Vehicle Weight on Posted Ways	(3/12/2001)		
31	Ordinance Concerning Withdrawals from Certain Trust Funds	(6/10/2003)	Ordinance Review Committee	
32	Rules and Regulations for Cemeteries	(11/1995)	Select Board	
33	<i>Moratorium on Large-Scale Groundwater Extraction</i>	(6/13/2006)		EXPIRED

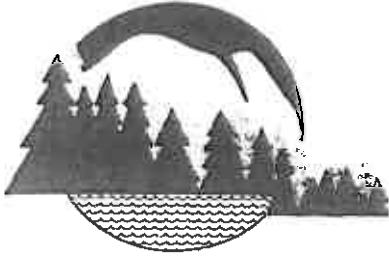
Ordinance Review Status Report as of 08/16/2021

<u>No.</u>	<u>Ordinance Name</u>	<u>Revision History</u>	<u>Reviewing Entity</u>	<u>ORC Review Status</u>
34	Ordinance to Control Disorderly Houses	(6/12/2007, Rev 6/10/2008, 6/8/2021)	Ordinance Review Committee	Recently Amended
35	Ordinance Requiring a Referendum Vote to Enact, Amend or Repeal a Town Ordinance	(6/12/2007)	Ordinance Review Committee	
36	An Ordinance to Establish Uniform Procedures for Appeals to Bridgton Board of Appeals	(6/12/2007, Rev 6/11/2019)		
37	An Ordinance to Regulate the Establishment and Enforcement of Designated Safe Zone Areas	(6/12/2007, Rev 6/8/2010, 6/9/2015)	Ordinance Review Committee	
38	Ordinance for the Adoption of the International Building Code	(6/10/2008)	Ordinance Review Committee	Civil Enforcement Office
39	Ordinance Controlling Nudity in Commercial or Business Activities Not Requiring A Special Amusement Permit	(6/14/2011, 06/08/2021)	Ordinance Review Committee	Recently Amended
40	<i>Victualers Licensing Ordinance</i>	(11/8/2011)	Ordinance Review Committee	REPEALED and REPLACED
41	Property Assessed Clean Energy (PACE) Ordinance	(6/12/2012)	Ordinance Review Committee	
42	Park Forest Trust Fund Ordinance	(6/12/2012)	Ordinance Review Committee	
43	Exemption for Residents Permanently Stationed or Deployed for Military Service Outside of the State Ordinance	(11/6/2012)	Ordinance Review Committee	Under Review by ORC
44	Consumer Fireworks Use Ordinance	(6/11/2013)	Ordinance Review Committee	Amendments Proposedby ORC- Pending Legal Review
45	A Resolution to Protect the Health and Safety of Local Citizens, Water Bodies and Other Natural Resources in Relation to the Possible Transport of Tar Sands Oil through Maine	(6/11/2013)	Ordinance Review Committee	
46	<i>Affordable Housing Local Preference Ordinance</i>	(6/10/2014)	Ordinance Review Committee	REPEALED
47	Fire Protection Ordinance for Subdivisions Only	(6/10/2014; Rev 6/11/2019)		
48	<i>Moratorium Ordinance Regarding Retail Medical Marijuana Caregiver Storefronts</i>	(11/6/2018)		EXPIRED
49	Fire Protection and Life Safety Ordinance	(30 days after 11/6/2018)		

Town of Bridgton

Ordinance Review Status Report as of 08/16/2021

<u>No.</u>	<u>Ordinance Name</u>	<u>Revision History</u>	<u>Reviewing Entity</u>	<u>ORC Review Status</u>
50	Comprehensive Plan	(6/10/92, Updated 11/2004 Revised 11/2005) ADD 2014 Update	Community Development Director	
51	Uniform Fee Ordinance and Related Amendments to Other Ordinances	(06/11/2019)		
52	Land Use Ordinance	(11/5/2019, 07/14/20, 6/8/2021)		
53	ADD VICT and MJ Combined Licensing Ordinance		Planning Board	



TOWN OF BRIDGTON

THREE CHASE STREET, SUITE #1
BRIDGTON, MAINE 04009

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

July 23, 2021

Maine Municipal Association
Legal Department
60 Community Drive
Augusta, Maine 04330
Fax: 624-0187

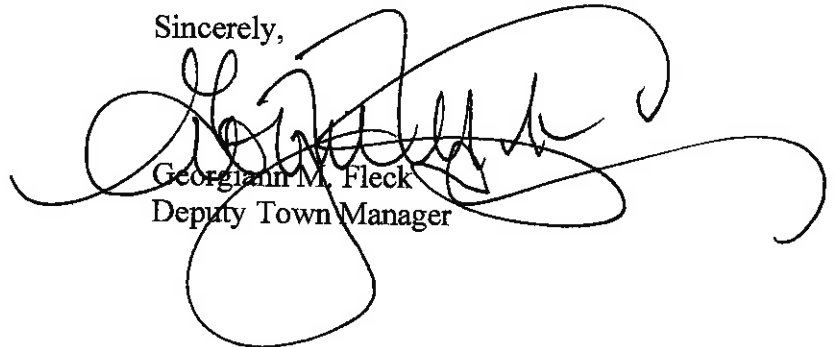
Ref: Security Cameras

Attorney on Duty:

What are the rules, regulations and state laws regarding the use of internal and external Security Cameras in public/municipal buildings?

Thank you for your assistance in this matter. If you have any questions, please don't hesitate to contact me.

Sincerely,



Georgiann M. Fleck
Deputy Town Manager

Georgiann M Fleck

From: Legal Services Department <legal@memun.org>
Sent: Monday, July 26, 2021 10:27 AM
To: Georgiann M Fleck
Subject: RE: Bridgton - Fax Server: Fax Received - From: '' To: 'Legal (ext 0187)'

Dear Georgiann,

I think the primary legal concern with installing security cameras inside and outside of public facilities is a constitutional concern relating to invasion of privacy and the possibility of "unreasonable" searches. If the cameras you propose would be confined to public locations, I think the legal risk is quite small that a citizen could make a legitimate claim that he/she had any reasonable expectation of privacy in a public place. However, you should make sure the cameras are not inadvertently aimed at bathrooms, changing rooms, the interior of neighboring residences or other areas where citizens might have an expectation of privacy. Concerning taping employees in the workplace, I think there might be concerns if the camera was focused on any areas of the workplace in which employees were entitled to privacy.

For your information, Maine law makes the "violation of privacy" a crime. This violation is primarily focused on the observation, photographing or broadcasting of activity that occurs in a "private place" (as defined in the statute). The crime also includes visual surveillance in a public place with the intent to record, broadcast or observe otherwise concealed portions of a person's body. See 17-A MRSA § 511. It does not sound like your proposal implicates this law.

I don't know if your cameras would have sound or not. If they will include sound, you may want to be sensitive to privacy concerns for persons applying for general assistance of poverty abatements, etc.. You probably should not have the cameras focused so that application materials can be read or that the sound system picks up those types of confidential conversations. Otherwise, portions of the tapes would need to be kept confidential.

I am not aware of any state law requiring that signage be posted when security cameras are in use in a public location. I do think it is a good idea to post a sign though, just to preempt any complaints or claims that a citizen had an expectation of privacy. An added benefit of signage might be that persons who know they are being taped might be better behaved.

The tapes themselves would be municipal records that the town would likely have to retain for certain periods of time under the Maine State Archives Board regulations. Portions of the records may be public or may be confidential to the extent that they might involve police or criminal investigatory matters. I have reprinted below the two entries in those schedules that seem applicable to security camera footage. The retention period is not long at all, depending on the circumstances:

Schedule 1: Administrative Records 1.26 Surveillance Records

Recordings which document the activities in public areas of local government facilities used as a security measure in the identification of persons who cause disturbances or violate laws. Cameras may be located in areas such as lobbies, hallways, entrances to government buildings, local government offices and other public access areas.

Retain until determined that no security incident has occurred, then destroy. If incident or investigation, retain until resolved.

Schedule 18: School Records 18.61 Surveillance Records

Recordings which document the activities in public areas of school facilities used as a security measure in the identification of persons who cause disturbances or violate laws.

Retain until determined that no security incident has occurred, then destroy. If incident or investigation, retain until resolved

The schedules themselves can be accessed on the state archives site at:
<https://www.maine.gov/sos/arc/records/local/localschedules.html>

I hope this is helpful. Please let me know if you have any questions.

Best,
Rebecca

Rebecca McMahon, Staff Attorney
Legal Services Department
Maine Municipal Association
60 Community Drive, Augusta, ME 04330
Phone: 207-623-8428
1-800-452-8786 (in state)
FAX: 207-624-0187
legal@memun.org

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-----Original Message-----

From: FaxFinder [mailto:faxfinder@memun.org]
Sent: Monday, July 26, 2021 9:06 AM
To: Legal Services Department <legal@memun.org>
Subject: Bridgton - Fax Server: Fax Received - From: " To: 'Legal (ext 0187)'

Attached is your fax document.

Laurie Chadbourne

From: Steve Lobisser <steve@dbubs.com>
Sent: Wednesday, August 18, 2021 10:15 AM
To: Ashley Albrecht; Carmen E. Lone; Glenn "Bear" R. Zaidman; Robert McHatton Sr; G. Frederick Packard; Paul Tworog; Laurie Chadbourne; Robert "Bob" Peabody, Jr.; Nikki Hamlin; Bridgton Fire Chief; Charisse A Keach; Chief Phillip Jones; Gary Colello; David Madsen; wayne rivet; Brenda Day; Linda LaCroix; Georgiann M Fleck; Todd Perreault; bbridges@woodardcurran.com; Catherine Pinkham, Health Officer
Cc: dbrusini@gmail.com; bernadette@mainelakes.com; justin@mainecohomes.com; ADixon@dwmlaw.com
Subject: RE: BOS Packet

Some people who received this message don't often get email from steve@dbubs.com. [Learn why this is important](#)
Hello BOS members!

I wanted to thank you for the time discussing the Laundromat septic and sewer future, it was very helpful!

I have since left two messages for Brent Bridges and I am hoping to hear from him soon to review the connection and the expected sewer costs etc.

I was also wondering if any final decisions were made and if I would be seeing an electronic "offer" from the BOS soon?

We are moving forward right now with the environmental tests.

Thank you for your time,
Steve

Regards,
Steve
508.244.9439

----- Original message -----

From: Ashley Albrecht <aalbrecht@bridgtonmaine.org>
Date: 8/6/21 08:32 (GMT-05:00)
To: "Carmen E. Lone" <selectmanlone@bridgtonmaine.org>, "Glenn "Bear" R. Zaidman" <selectmanzaidman@bridgtonmaine.org>, Robert McHatton Sr <selectmanmchatton@bridgtonmaine.org>, "G. Frederick Packard" <selectmanpackard@bridgtonmaine.org>, Paul Tworog <selectmantworog@bridgtonmaine.org>, Laurie Chadbourne <lchadbourne@bridgtonmaine.org>, "Robert "Bob" Peabody, Jr." <rpeabody@bridgtonmaine.org>, Nikki Hamlin <nhamlin@bridgtonmaine.org>, Bridgton Fire Chief <firechief@bridgtonmaine.org>, Charisse A Keach <ckeach@bridgtonmaine.org>, Chief Phillip Jones <pjones@bridgtonmaine.org>, Gary Colello <gcolello@bridgtonmaine.org>, David Madsen <DMadsen@bridgtonmaine.org>, wayne rivet <bnewseditor@yahoo.com>, Brenda Day <bday@bridgtonmaine.org>, Linda LaCroix <llaCroix@bridgtonmaine.org>, Georgiann M Fleck <gmffleck@bridgtonmaine.org>, Todd Perreault <ema@bridgtonmaine.org>, bbridges@woodardcurran.com, "Catherine Pinkham, Health Officer" <healthofficer@bridgtonmaine.org>

To: Town of Bridgton, Maine. Board of Selectmen

From: Steven Lobisser & David Diller

RE: Assignment of Lease

Dear Board Members,

My name is Steven P. Lobisser and I am currently engaged with David Diller, Norgetown INC. President, with the process of purchasing his commercial property in Bridgton, along with his Laundromat known as the Squeaky Clean Laundromat.

As we walked through the process and as we signed the Purchase Offer, the topic of the Land Lease he currently has with the Town came up, and we would like to formally request assignment of this Lease to myself (or my corporation that is yet to be formed), upon the closing of the purchase. While there is still work to be done to complete the purchase, we are under agreement on the purchase, and we are moving forward with the transfer of ownership. I would like to have this assignment queued up so that once we conclude the purchase, this assignment is ready to be settled.

The Lease (attached) dated September 12, 1985, provides for Assignment from David to a new owner, provided it remains being used as a Laundromat. I fully intent to continue the store as a Laundromat, along with my other 2 stores.

Please consider my request and allow me the opportunity to continue with what David has built.

Thank you,

Steven P. Lobisser

David Diller



Norgetown Septic
Lease.pdf

LEASE

THIS LEASE made the 12th day of September 1985, and amended on the 21st day of October 1997, by and between THE INHABITANTS OF THE TOWN OF BRIDGTON ("Lessor") and NORGETOWN, INC., a duly organized and existing Maine corporation having a principal place of business in the Town of Bridgton, County of Cumberland and State of Maine ("Lessee").

WITNESSETH THAT:

ARTICLE I. Leased Premises. In consideration of the covenants and agreements contained herein, the Lessor demises and leases to Lessee, and Lessee leases and takes from Lessor those premises described in Exhibit A attached hereto and made a part hereof.

ARTICLE II. Term. TO HAVE AND TO HOLD during Lessee's tenancy under a certain lease by and between MAINSTAY ASSOCIATES, INC. and NORGETOWN, INC., dated December 31, 1983 and attached hereto and made a part hereof as Exhibit B.

ARTICLE III. Permissible Uses of Leased Premises. Lessee shall be permitted the use and enjoyment of the leased premises for the sole purpose of constructing, erecting, maintaining and operating a sewage disposal system to serve Lessee's premises as described in Exhibit C attached hereto and made a part hereof, so long as said premises continue to be exclusively used as a laundromat. Lessor retains all surface rights in and to the leased premises as well as all subsurface rights to the extent that they are not inconsistent with Lessee's permitted uses as set forth herein.

ARTICLE IV. Renewal. Provided that this Lease is in full force and effect, and upon the expiration of the term as defined in Article II, Lessee shall be permitted, at its option, to renew this Lease for successive periods, each such period not to exceed five years; PROVIDED, HOWEVER, that the provisions of this Article shall not apply if Lessee is in default of any provision of this Lease or any security obligations between Lessor and Lessee or if Lessee is not lawfully in possession of the premises described in Exhibit B or an alternative premises used by the Lessee as a laundromat. The right to extend this Lease, or to further extend, as the case may be, shall be exercised by Lessee providing Lessor with written notice of such intent to exercise at least six months in advance of the termination of the then-current term.

ARTICLE V. Rent. Lessee shall not be obligated to pay rent to Lessor during the term, or any extended term, of this Lease.

ARTICLE VI. Construction, Operation and Maintenance. Lessee shall be solely responsible for operating and maintaining a sewage disposal system on the leased premises. If Lessee shall fail to properly operate or maintain said sewage disposal system, Lessor may enter upon the premises and effect such changes, alterations, or repairs as it, in its sole discretion, deems reasonable and prudent, and upon completion thereof, Lessee shall pay Lessor's costs for making such repairs. Lessee shall be responsible for maintaining all records of operation and maintenance and shall make those records available to the Lessor, its authorized agent, or the appropriate state or federal regulatory agencies on request.

ARTICLE VII. Alterations to Property. Lessee shall not be entitled to alter the leased premises in any manner except as may be reasonably necessary to construct, operate and maintain the sewerage disposal system described in Exhibit C.

ARTICLE VIII. Insurance and Indemnity.

(a) Lessee shall, during the term hereof, keep in full force and effect a policy of public liability and property damage insurance with respect to the leased premises and the sewerage operations with respect to the leased premises insuring Lessor and/or Lessee against all claims or demands for any personal injury to or death of any person and damage to or destruction or loss of property which may have or be claimed to have occurred on the leased premises in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) for injury to or death of one person, One Million Dollars (\$1,000,000.00) for injury to or death of more than one person in any single accident or occurrence, and for not less than One Hundred Thousand Dollars (\$100,000.00) for damage to or destruction or loss of property. Said policy or policies shall contain a clause that the insurer will not cancel or alter the coverage of the policy without first giving Lessor ten (10) days prior written notice. Lessor shall be provided with a current certificate of insurance showing all coverages in effect each year.

(b) Lessee shall indemnify and hold Lessor harmless from and against any and all claims, actions, damages, liabilities and expenses in connection with personal injury, loss of life and/or damage to or destruction of property arising from or out of the construction, erection, operation or maintenance of the said sewage disposal system in, upon or at the leased premises, or the occupancy or use by Lessee of the leased premises or any part thereof or occasioned wholly or in part by any act or omission of Lessee, its agents, contractors, employees, servants or representatives. In case Lessor shall be a party to litigation commenced against Lessee, the Lessee shall protect, defend and hold Lessor harmless and shall pay all costs, expenses and actual attorney's fees incurred or paid by Lessor in connection with such litigation. Lessee shall also pay all costs, expenses and actual attorney's fees that may be incurred or paid by Lessor in enforcing the covenants and agreements in this lease.

ARTICLE IX. Governmental Compliance. Lessee shall, in all respects, faithfully observe and comply with all rules, regulations, ordinances and statutes of the Town of Bridgton, County of Cumberland, State of Maine and the United States of America, or any political subdivision or agency thereof. Lessor shall be permitted to enter the leased premises to verify and/or remedy any defect or condition which it, in its sole discretion, determines is inconsistent with applicable law. The cost of any such repair or remedy shall be promptly reimbursed by Lessee to Lessor. Lessee covenants and agrees to protect, defend and hold Lessor harmless from any and all claims, actions, expenses, damages and liabilities, including costs and actual attorney's fees arising from or out of Lessee's failure to observe and/or comply with any applicable law, rule, regulations, ordinance or statute or arising from Lessor's repair or remedying of any defect or condition as previously set forth.

ARTICLE X. Assignment of Lease. Lessee shall be permitted to assign this lease only upon receipt of an authorization of said assignment from Lessor, acting through its Board of Selectmen. For purposes hereof, a reasonable expectation that the premises served by the leased premises shall not be used as a laundromat shall be deemed a reasonable basis for denying authorization. This justification is not exclusive.

ARTICLE XI. Default of the Tenant. In the event of Lessee's failure to perform any of the terms, conditions or covenants of this Lease, or if Lessee shall become bankrupt or insolvent, or file any debtor proceeding or have taken against Lessee in any court pursuant to any statute, either of the United States or any state, a petition in bankruptcy or insolvency or for the reorganization or for the appointment of a receiver or trustee of all or a portion of Lessee's property or if Lessee makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement or if Lessee shall abandon said premises or suffer this Lease to be taken under any writ of execution, then Lessor in addition to any other rights or remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the leased premises and such property may be removed and stored at the cost of and for the account of Lessee, all without service or notice or resort to legal process and without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby. Should the Lease be terminated, in addition to other remedies it may have, Lessor may recover from Lessee all damages it may incur by reason of the breach under which this Lease is terminated, including the cost of recovering the leased premises and actual attorney's fees, all of which amounts shall be immediately due and payable from Lessee to Lessor.

ARTICLE XII. Access of Lessor. Lessor shall have reasonable access to the leased premises for the purpose of examining the same, assuring compliance with all applicable rules, regulations, ordinances or statutes or to make any repairs or maintenance deemed necessary by Lessor, but the making of such repairs or maintenance or such examination shall not unduly interfere with the Lessee's use of the leased premises nor the conduct of Lessee's permitted activities thereon.

ARTICLE XIII. Successors. All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind, the several respective heirs, executors, administrators, successors and assigns of said parties. No rights however, shall inure to the benefit of any assignee of Lessee unless the assignment to such assignee is in conformity with Article X hereof.

ARTICLE XIV. Waiver. The waiver by Lessor or any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same, or any other term, covenant or condition herein contained.

ARTICLE XV. Force Majeure. In the event that either party hereto shall be delayed or hindered in or prevented from performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of like nature, not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such acts shall be excused for the period of the delay and the period of such performance of any such acts shall be extended for a period equivalent to the period of such delay. The provisions of this Article XV shall not operate to excuse Lessee from prompt payment of any payment required by the terms of this Lease.

ARTICLE XVI. Notices. Any notice, demand, request or other instrument which may be or are required to be given under this Lease shall be delivered in person or sent by United States certified mail, postage prepaid, and shall be addressed (a) if to Lessor, Office of the Town Manager, One Chase Common, Bridgton, Maine 04009, or at such other address as lessor may designate by written notice and (b) if to Lessee, c/o Norgetown, Inc., 119 Main Street, Bridgton, Maine 04009, or at such other address as Lessee shall designate by written notice.

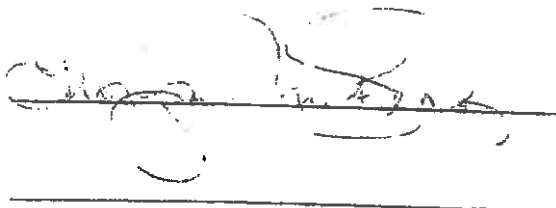
ARTICLE XVII. Captions and Article Numbers. The captions and article numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles of this Lease, nor in any way affect this Lease.

ARTICLE XVIII. Severance. Should any term or provision of this Lease, or portion thereof be determined invalid or unenforceable under law, such determination shall not affect the validity or enforceability of the remaining terms and provisions herein.

ARTICLE XIX. Lessor and Lessee Defined, Use of Pronoun. The words "Lessor" and "Lessee" shall be deemed and taken to mean each and every person or party mentioned as a Lessor or Lessee herein, be the same one or more; and if there shall be more than one Lessee, any notice required or permitted by the terms of this Lease may be given by or to any one thereof, and shall have the same force and effect as if given by or to all thereof.

IN WITNESS WHEREOF, Lessor and Lessee have signed and sealed this amended lease as of the day and year first above written.

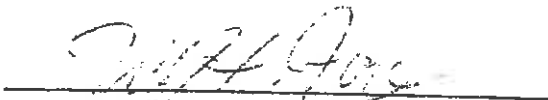
Signed, Sealed and Delivered
in the Presence of



LESSOR:

THE INHABITANTS OF THE TOWN
OF BRIDGTON, MAINE

By: Thomas R. McMahon
Its Town Manager as authorized by
vote of the Board of Selectmen on 10/21/97



LESSEE:

NORGETOWN, INC.

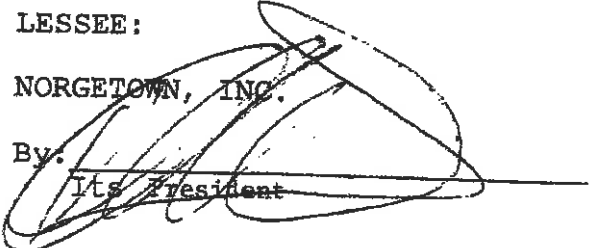
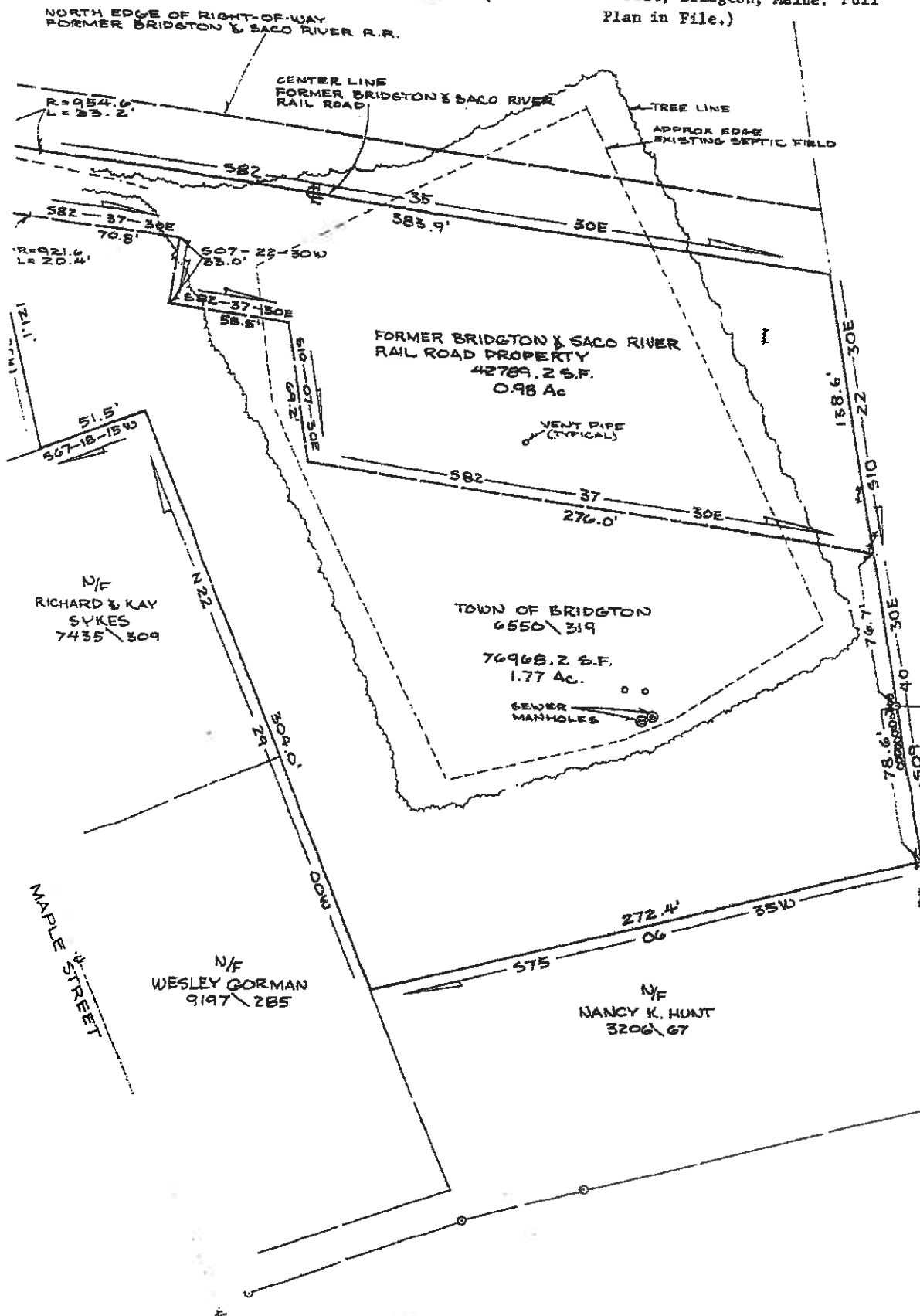
By: 
Its President

EXHIBIT A. 1 of 3
 (From Plan of Land located in
 Bridgton, Maine East of Maple
 Street, dated 9/5/97, #197-53
 by Sawyer Engineering, 2 Elm
 Street, Bridgton, Maine. Full
 Plan in File.)



84-3248

EXHIBIT A. 2 of 3

(Part of this land is
the subject property.)WARRANTY DEED

WILLIAM B. HAGGETT, JR. of Denmark, Oxford County, Maine, being married; and ROWENA W. JOHNSON, being married, of Bridgton, Cumberland County, Maine; and MARK P. BATCHELDER, being married, of Bridgton, Cumberland County, Maine; and MADELINE RICHES, being unmarried, of North Fryeburg, Oxford County, Maine, grantors, for consideration paid, grant to the INHABITANTS OF THE TOWN OF BRIDGTON, a Body Corporate of Bridgton, Cumberland County, State of Maine, with WARRANTY a certain lot or parcel of land situated in the town of Bridgton, in the County of Cumberland, State of Maine, being a part of lot numbered eight (8) in the fourteenth (14th) range, and being in the same land conveyed to W. Philip Butterfield and Donald E. Palmer by Harriet L. Noyes by her deed dated August 24, 1935, recorded in Cumberland County Registry of Deeds, Book 1478, Page 175 and in said deed described as follows:

Commence at the northeasterly corner of the present homestead lot of the said Donald E. Palmer on the southerly side-line of the railroad location of the once Bridgton and Saco River Railroad Company; thence easterly by said line of said railroad location to the northwesterly corner thereon of said Sand-pit lot, so-called, of the Bridgton and Harrison Railway Company; thence southerly and by the westerly end-line of said Sand-pit lot to the southwesterly corner thereof, which stands eight rods southerly of the center-line of the track location of said last named Railroad Company; thence easterly; and on the southerly side-line of said Sand-pit lot, seventeen rods, to the southeasterly corner of said Sand-pit lot, on the line of land formerly owned by George W. Newcomb and Frank H. Burnham; thence southerly and by the westerly side-line of said Newcomb-Burnham land, to the northeasterly corner thereon of a house lot owned by one Albion W. Pendexter; thence westerly and by the northerly side-line of said Pendexter's said lot to the northwesterly corner thereof on line of land of Herbert W. Heath; thence northerly and by the easterly end-line of said Heath's said land and the easterly end-line of the homestead lot now owned by the said Butterfield (once owned by Charles H. Coolidge) to the northeasterly corner thereof; thence westerly and by the northerly side-line of said Butterfield lot to the southeasterly corner thereon of the homestead lot of said Donald E. Palmer; thence northerly and by the easterly side-line of said Palmer's said lot to the northeasterly corner thereof on the southerly side-line of said railroad location, being the point begun at and bound first mentioned."

84-3248

QUITCLAIM DEED

I, Austin West, whose mailing address is 659 Congress Street, Apartment 702, Portland, Maine, in consideration of one dollar and other valuable considerations paid by the Town of Bridgton whose mailing address is One Chase Common, Bridgton, Maine 04009, the receipt of which is hereby acknowledged, does hereby remise, release, bargain, sell and convey, and forever quitclaim unto the said Town of Bridgton the following described real estate:

A certain lot or parcel of land located easterly of, but not adjacent to, Route 302 in the Town of Bridgton, County of Cumberland, State of Maine, bounded and described as follows:

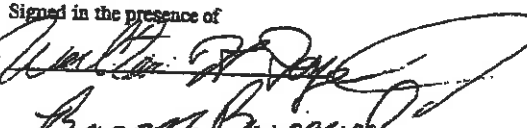
Beginning at a point on the southerly shore of Stevens Brook at the northeasterly corner of land now or formerly of Daniel Crafty; thence southerly along land of Crafty to the northerly edge of the right-of-way now or formerly of Bridgton and Harrison Railway Company; thence easterly along the Bridgton and Harrison Railway Company right-of-way now or formerly of the Town of Bridgton as described in deed from Grantors recorded in Cumberland County Registry of Deeds, Book 6118 Page 133; thence northerly along land of Town of Bridgton to Stevens Brook; thence westerly along Stevens Brook to the point of beginning.

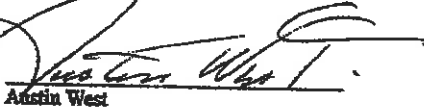
The above described parcel was obtained by Grantors as the third parcel listed in deed from Gladys Fadden and Reginald Fadden Sr. recorded in Cumberland County Registry of Deeds, Book 3958 Page 253.

Also any right, title and interest to the land of the former Bridgton and Harrison Railway Company which lies southerly of the above described parcel.

Meaning and intending to convey a portion of the premises conveyed to Austin West on October 28, 1977 and recorded in Book 4122, Page 264.

Signed in the presence of


Walter H. Foye
Witnesses

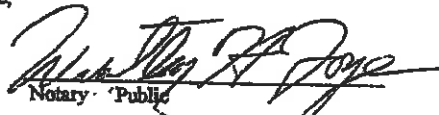

Austin West
2 Oct 1997
Date

State of Maine, Cumberland ss.

2 Oct 1997

Personally appeared the aboved named person(s) and acknowledged the above instrument to be his free act and deed in his capacity, ~~and that he is not a decedent or a corporation.~~

Before me,


Notary Public

WESTLEY H. FOYE
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES JANUARY 12, 1998

LEASE

This Lease is made and entered into as of this 31st day of December, 1983, by and between MAINESTAY ASSOCIATES, INC., a corporation duly organized and existing under the laws of the State of Maine, and having a principal place of business in the Town of Bridgton, County of Cumberland, State of Maine, hereinafter referred to as OWNER; and NORGETOWN, INC., a corporation duly organized and existing under the laws of the State of Maine, and having a principal place of business in the Town of Bridgton, County of Cumberland, State of Maine, hereinafter referred to as TENANT.

WITNESSETH:

1. Premises. OWNER does hereby lease, demise, and let unto TENANT, and TENANT does hereby lease and take from OWNER, for the term and upon the terms and conditions set forth in this Lease, that certain building(s) and improvements appurtenant thereto constituting certain laundromat premises within the shopping center (commonly known as the Bridgton Plaza) situated at the junction of U.S. Route #302 and Main Street in the Town of Bridgton, County of Cumberland, State of Maine, hereinafter called the leased property, more particularly described in Schedule A attached hereto and hereby made a part hereof.

2. Common Areas.

(A) TENANT, its concessionaires, officers, employees, agents, customers, and invitees shall have the non-exclusive right, in common with OWNER and all others to whom OWNER has or may hereafter grant rights, to use the common areas as designated from time to time by OWNER subject to such reasonable rules and regulations as OWNER may from time to time impose, including the designation of specific areas in which cars operated by TENANT, its concessionaires, officers, employees, and agents must be parked. TENANT agrees, after notice thereof, to abide by such rules and regulations; and to use its best efforts to cause its concessionaires, officers, employees, agents, invitees, and customers to conform thereto. OWNER may at any time close any common area to make repairs or changes; to prevent the acquisition of public rights in such area(s); to discourage non-customer parking; and may do such other acts in and to the common areas as in its judgement may be desirable.

(B) OWNER agrees that it will, at its sole cost and expense, keep in good repair and order the common areas, the lighting system, and the drainage system servicing said common areas; that it will keep the parking areas and driveways suitably paved and marked for parking and traffic flow; that it will keep all common areas (EXCEPTING ONLY sidewalks immediately adjacent to the building(s) occupied by TENANT, entrances to TENANT'S building(s), any stairways thereof and/or loading platforms, and TENANT'S shipping and receiving areas reasonably free of refuse and obstruction and reasonably free of snow and ice to the extent required by the business operations of TENANT.

(C) TENANT shall be responsible and shall likewise expeditiously remove snow, ice, and refuse from its areas of responsibility as delineated in Paragraph 2(B) above.

(D) OWNER will keep the common areas adequately lighted during all times when the demised premises shall be open for business (PROVIDED THAT TENANT'S hours of business operation does not deviate significantly from those of the other tenants of OWNER) and for a reasonable period of time, not exceeding twenty (20) minutes, thereafter.

3. ~~Term.~~ The term of this lease shall be for 17 years commencing on January 1, 1984 and terminating on December 31, 2000, both dates inclusive, unless sooner terminated as herein provided.

4. Annual Rent. TENANT shall pay to Owner rent, in lawful money of the United States, in equal monthly payments, in advance, on the first day of every month during the term hereof or any extended term, as follows:

(A) From January 1, 1984 to December 31, 1984, the annual sum of \$7,938.00 in equal monthly payments of \$661.50.

(B) From January 1, 1985 to December 31, 1985, the annual sum of \$8,400 in equal monthly payments of \$700.00.

(C) From January 1, 1986 to December 31, 1986, the annual sum of \$8,820.00 in equal monthly payments of \$735.00.

(D) From January 1, 1987 to December 31, 1987, the annual sum of \$9,240.00 in equal monthly payments of \$770.00.

(E) From January 1, 1988 to December 31, 1988, the annual sum of \$9,600.00 in equal monthly payments of \$800.00.

(F) From January 1, 1989 to December 31, 1989, the annual sum of \$10,020.00 in equal monthly payments of \$835.00.

(G) From January 1, 1990 to December 31, 1990, the annual sum of \$10,440.00 in equal monthly payments of \$870.00.

(H) From January 1, 1991 to December 31, 1991, the annual sum of \$10,800.00 in equal monthly payments of \$900.00.

(I) From January 1, 1992 to December 31, 1992, the annual sum of \$11,220.00 in equal monthly payments of \$935.00.

(J) From January 1, 1993 to December 31, 1993, the annual sum of \$11,630.00 in equal monthly payments of \$970.00.

(K) From January 1, 1994 to December 31, 1994, the annual sum of \$12,000.00 in equal monthly payments of \$1,000.00.

(L) From January 1, 1995 to December 31, 1995, the annual sum of \$12,420.00 in equal monthly payments of \$1,035.00.

(M) From January 1, 1996 to December 31, 1996, the annual sum of \$13,200.00 in equal monthly payments of \$1,100.00.

(N) From January 1, 1997 to December 31, 1997, the annual sum of \$13,620.00 in equal monthly payments of \$1,135.00.

(O) From January 1, 1998 to December 31, 1998, the annual sum of \$14,040.00 in equal monthly payments of \$1,170.00.

(P) From January 1, 1999 to December 31, 1999, the annual sum of \$14,400.00 in equal monthly payments of \$1,200.00.

(Q) From January 1, 2000 to December 31, 2000, the annual sum of \$14,400.00 in equal monthly payments of \$1,200.00.

5. Condition of Property.

(A) TENANT has examined the leased property and accepts it in its present condition and without any representations on the part of OWNER as to the present or future condition of such property. OWNER shall not be responsible for any latent defect or change of condition in such building(s) and improvements; and the rent hereunder, except as specifically provided elsewhere in this Lease, shall not be withheld or diminished on account of any defect in such property, any change in the condition thereof, any damage occurring thereto, or THE EXISTENCE WITH RESPECT THERETO OF ANY VIOLATION OF THE LAWS OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY.

B. TENANT is fully informed and aware that OWNER'S property, of which the demised premises constitute a portion thereof, is currently the subject of an ongoing lawsuit by the Town of Bridgton concerning subsurface sewage disposal (c.f. Town of Bridgton (Plaintiff) vs. Lois Stevens - Mainstay Associates, Inc. (Defendants), Cumberland County Superior Court, Civil Action, Docket No. 81-1297). TENANT is furthermore fully informed and aware that if indeed a subsurface sewage disposal problem does exist with respect to OWNER'S property, of which the demised premises constitute a portion, that the nature of TENANT'S business operation is, without question, the primary cause therefor. TENANT therefore agrees, in the event that further proceedings of any nature or kind whatsoever become desirable and/or necessary with respect to the question of subsurface sewage disposal, to vigorously and expeditiously pursue any or all of the following alternatives: (OWNER agrees to notify TENANT within forty-eight (48) hours with respect to any notice served upon or delivered to OWNER by or on behalf of the Inhabitants of the Town of Bridgton.)

(1) Termination of Tenancy: TENANT agrees to expeditiously implement a termination of its tenancy in such a fashion as to hold OWNER harmless from proceedings including, but not necessarily limited to, Contempt of Court, injunctive relief, and civil and/or criminal fines and penalties. A termination of tenancy under this Paragraph, provided that TENANT was acting in good faith, would not constitute a default by TENANT and OWNER would not be entitled to damages for breach of this Lease.

(2) Pursuit of Further Litigation: TENANT agrees, at its sole cost and expense, through counsel of its choice, to vigorously defend OWNER'S position with respect to the question of subsurface sewage disposal in any legal or administrative proceedings that become desirable and/or necessary during the course of this Lease. TENANT'S expenses with respect to said defense shall specifically include, but not by way of limitation, the following: (a) nominal expenses and reasonable charges of OWNER'S counsel to monitor the proceedings; (b) payment of any fines and penalties that might accrue to OWNER as a result of the proceedings; and (c) expenses and charges of opposing counsel (as permitted by Statute) should the Town of Bridgton prevail and request same.

(3) Expansion of Subsurface Sewage Disposal System: TENANT agrees, at its sole cost and expense, to expeditiously implement an expansion in the subsurface sewage disposal system satisfactory to any and all governmental authorities. A termination of tenancy under this Paragraph, provided that TENANT was bargaining in good faith, would not constitute a default by TENANT and OWNER would not be entitled to damages for breach of this Lease.

6. Representation of Title. OWNER represents that it owns the leased property in fee simple and that the property is free from encumbrances except for utility easements and mortgages of record. OWNER further represents that it has the right to make this Lease and covenants that it will execute or procure any further necessary assurances of title that may be reasonably required for the protection of TENANT.

7. Covenant of Quiet Enjoyment. With the exception noted in Paragraph 5(B) above, so long as TENANT pays the rent reserved under this Lease and fulfills the obligations on its part to be performed thereunder, TENANT shall peaceably hold and quietly enjoy the leased property without interruption by OWNER, the mortgagees, or any other person, firm or corporation claiming under any of them.

8. Rights to Assign and Sublease. TENANT shall at all times have the right to assign this Lease and/or sublet the demised premises or any part or parts thereof, provided: (A) that at the time of such assignment or subletting, TENANT shall not be in default of any of the terms, covenants, or conditions set forth in this Lease; (B) that TENANT shall obtain the prior written consent of OWNER to any proposed assignment or subletting, which consent OWNER agrees shall not be unreasonably withheld; and (C) that TENANT

shall remain and continue liable hereunder for the due performance of all of the terms, covenants, and conditions of this Lease. Notwithstanding any permitted assignment or subletting, all of the provisions of this Paragraph #8 shall be fully applicable to any subsequent assignment or subletting.

9. ALTERATIONS. TENANT shall have the right to make alterations or additions to the demised premises at its sole cost and expense provided, nevertheless, that any such alterations or additions shall be of good workmanship and material at least equal to that state of condition of the demised premises as of the beginning of the term of this Lease. (normal wear and tear and obsolescence excepted); and provided further that any such alterations shall not materially affect either the square footage, the structural strength, or the value of the demised premises as they exist at the beginning of the term of this Lease. TENANT shall not be required to remove such additions or alterations; or to restore the demised premises to their original condition at the termination of the tenancy hereunder. OWNER hereby covenants and agrees to join with TENANT in applying for the securing (at TENANT'S sole cost and expense) from any governmental authority having jurisdiction thereof, any permits or licenses which may be necessary in connection with the making of any additions, alterations, changes, or repairs.

10. REPAIRS AND MAINTENANCE.

(A) Insofar as its position is not inconsistent with Paragraph #5 above, OWNER will maintain and repair all parts of the roof (both surfacing and structural), foundations, footings, exterior walls (EXCLUSIVE OF GLASS, WINDOWS, DOORS, AND SIGNS), subflooring, unexposed structural portions of electrical wiring, exterior drainage system (including gutters and downspouts), and perform all repairs to the interior of the demised premises which may be of a structural nature; except where any such repairs are required by reason of any act of negligence on the part of TENANT, its agents, employees, licensees, suppliers, contractors, or business invitees.

(B) TENANT agrees to perform, at its expense, all necessary repairs and maintenance to the interior portions of the demised premises; specifically including, but not by way of any limitation, the interior plumbing, the heating and cooling system, and all other appliances and appurtenances belonging thereto.

(C) The obligation of either OWNER or TENANTS, pursuant to the terms of this Paragraph shall be subject, however, to the other provisions of this Lease relating to damages caused by casualty and/or taking by public authority.

11. Utilities. TENANT shall pay all charges of all utilities used by or furnished to it during the term of this Lease.

12. Fixtures and Equipment. Any and all fixtures, equipment, or furniture installed in the demised premises by TENANT shall remain TENANT'S property; and, upon termination of this Lease, or any time during the term hereof, TENANT shall have the right to, and a reasonable time to, remove any and all of the same, whether attached to the real estate or not; provided, however, that TENANT shall repair any physical damage to said premises caused by such removal.

13. Insurance.

(A) OWNER shall keep the building(s) containing the leased property insured against loss or damage by fire with extended coverage endorsement in an amount sufficient to prevent OWNER from becoming a coinsurer under the terms of the applicable policies but, in any event, in an amount not less than Eighty Per Cent (80%) of the full insurable value as determined from time to time. The term "full insurable value" shall mean actual replacement cost (exclusive of the cost of excavation, foundations, and footings below the basement floor) without deduction for physical

Depreciation. Such insurance shall be issued by financially responsible insurers duly authorized to do business in the State of Maine.

(B) OWNER will maintain public liability insurance with respect to the common areas in amounts of not less than One Hundred Thousand Dollars (\$100,000.00) with respect to injuries to any one person and not less than Three Hundred Thousand Dollars (\$300,000.00) with respect to injuries suffered in any one accident and not less than Fifty Thousand Dollars (\$50,000.00) with respect to damage property. OWNER shall, at TENANT'S request, deliver to TENANT certificates evidencing such coverage.

(C) TENANT will maintain throughout the term of the Lease a policy or policies of public liability insurance indemnifying OWNER and/or TENANT against all claims and demands for any personal injuries to or death of any person or persons, and damage to or destruction or loss of property which may have or be claimed to have occurred on the lease premises in an amount not less than One Hundred Thousand Dollars (\$100,000.00) for injury to or death of one person, Three Hundred Thousand Dollars (\$300,000.00) for injury to or death of more than one person in any single accident, and for not less than Fifty Thousand Dollars (\$50,000.00) for damages to or destruction or loss of property. TENANT shall, at OWNER'S request, deliver to OWNER certificates evidencing such coverage.

14. Damage or Destruction.

(A) If any part of the leased property is damaged or destroyed by fire or other casualty insured under the standard fire insurance policy with approved standard coverage endorsement applicable to the leased property, OWNER shall, except as otherwise provided herein, repair and rebuild the leased property with reasonable dispatch; and, if there is a substantial interference with the operation of the TENANT'S business in the leased property requiring TENANT to temporarily close its business to the public, the monthly rental shall be equitably abated for the duration of such repairs in the proportion to the extent to which there is interference with the operation of TENANT'S business. In determining what constitutes reasonable dispatch, consideration shall be given to delays caused by strikes, adjustment of insurance, and other causes beyond OWNER'S control. Notwithstanding the foregoing provisions, in the event the leased property shall be damaged by fire or other insured casualty due to the neglect or fault of TENANT'S servants, agents, employees, contractors, visitors, or licensees; then, without prejudice to any other rights and remedies of OWNER, the damage shall be repaired by OWNER, but there shall be no abatement of any rent.

(B) If the building(s) and improvements on the leased property shall be damaged or destroyed as a result of a casualty or hazard against which OWNER is required to carry insurance, to an extent in excess of Fifty Per Cent (50%) of their then insurable value, then either OWNER or TENANT shall have the right to cancel this Lease by giving the other five (5) days written notice (pursuant to the paragraph below entitled "Notice") thereof within thirty (30) days after the date of such damage or destruction. If such right shall be exercised by either party, this Lease shall wholly expire and cease on the date specified in such notice. All rents and other charges shall be prorated and paid to the date specified in such notice of cancellation.

15. Eminent Domain.

(A) If the whole of the leased property shall be taken by eminent domain, this Lease shall terminate and expire on the date of such taking and the monthly rent which TENANT shall have paid or shall have become obligated to pay pursuant hereto shall be apportioned as of and paid to the date of such taking.

(B) In the event that part of the demised premises is taken by eminent domain, reducing the square footage of TENANT'S leased property to less than Eighty-Five Per Cent (85%) of the square footage exterior measurements as originally leased; or in the event that the street access to the demised premises shall be substantially closed; or the utilization of the land areas immediately in front of the demised premises or in front of or adjacent to the loading platforms and/or service doors of said demised premises shall be so substantially affected as to interfere with the full beneficial use and occupancy of the demised premises, then TENANT shall have the option to terminate this Lease, or to elect to remain in that portion of the demised premises which have not been taken.

(C) In any event where part of the leased property is taken by eminent domain and this Lease is not terminated, but continues, the rent payable hereunder shall be reduced to the proportion that the remaining part of the premises bears to the original entire demised premises leased hereunder.

(D) TENANT shall have the right to claim and recover from the condemning authority, such compensation or damages as may be separately awarded or recoverable by TENANT, or fairly attributable to TENANT on account of any and all damage to TENANT'S leasehold improvements, fixtures, or business by reason of the condemnation and for on account of any costs or loss to which TENANT might have been put in removing TENANT'S merchandise, furniture, fixtures, leasehold improvements, and equipment.

16. Access of Owner. OWNER or its agents shall have the right to enter the demised premises at all times in order to examine it, to show it to prospective purchasers, or to make such repairs, alterations, improvements, or additions as OWNER may deem necessary or desirable. OWNER shall be allowed to take all materials into and upon the demised premises that may be required therefor without the same constituting an eviction of TENANT in whole or in part. The rent reserved herein shall not abate while repairs, alterations, additions, or improvements are being made; whether by reason of loss or interruption of the business of TENANT or otherwise. OWNER, however, shall expend every reasonable effort to insure minimum disruption to TENANT'S quiet enjoyment of the demised premises during these occasions. During the three (3) months prior to the expiration of the term of this Lease, OWNER may place upon the leased property the usual notices "For Lease" or "For Sale", which notices TENANT shall permit to remain thereon without molestation. If, during the last month of the term, TENANT shall have removed all or substantially all of its property therefrom, OWNER may immediately enter to alter, improve, renovate, and redecorate the demised premises without elimination or abatement of rent and without liability to TENANT for any compensation; and such acts shall have no effect upon this Lease.

17. Default.

(A) In the event that TENANT violates any of the terms, covenants, or conditions of this Lease on its part to be performed; and such violation continues for thirty (30) days after written notice to TENANT in case of nonpayment of rent or sixty (60) days in case of any other violation; then, in any such case, TENANT'S right to possession of the demised premises shall thereupon terminate if OWNER so elects, but not otherwise, upon OWNER giving TENANT ten (10) days notice (pursuant to the Paragraph below entitled "Notice") of such election. The mere retention of possession thereafter by TENANT shall constitute a forcible detainer of said premises. In the case of any repairs, reconstruction, or other duty of TENANT hereunder which may require more time to cure as a technical violation or default on its part than the time set forth above; then, in such event, provided that TENANT is proceeding with reasonable dispatch to cure such default, said time period for the determination of the default shall be extended in order to permit TENANT to cure the same.

18. Notice.

(A) No notice required or permitted under any provision of this Lease shall be effective for any purpose unless given as provided in Paragraph 18(B) below.

(B) Any notice from one party to the other hereunder shall be in writing and shall be deemed to be duly given when given in hand or when mailed, postpaid, addressed to the respective addresses below set forth:

OWNER: Mainstay Associates, Inc.
c/o Lois T. Stevens
RFD #2 Box 26
Bridgton, Maine 04009

COPY TO: Brian C. Hawkins, Esq.
Bridgetown Common
Bridgton, Maine 04009

TENANT: Norgetown, Inc.
c/o Mr. & Mrs. William R. Chick
15 Bennett Street
Bridgton, Maine 04009

COPY TO: David Q. Whittier, Esq.
Market Square
South Paris, Me. 04281

19. Miscellaneous.

(A) No consent or waiver, express or implied, by either party to or of any breach of any covenant, condition, or duty of the other shall be construed as a consent or waiver to or of any other breach of the same or any other covenant, condition, or duty.

(B) Each and every provision of this lease shall bind and inure to the benefit of the parties hereto and their legal representatives. The term "legal representatives" as used herein, shall include, in addition to executors and administrators, every person, partnership, corporation, or association succeeding to the interest or to any part of the interest in or to this lease, or in or to the leased premises, of either OWNER or TENANT herein, however such succession occurs.

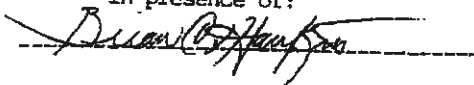
(C) TENANT shall not do or suffer anything to be done whereby the land and building(s) of which the leased premises constitute a part may be encumbered by any mechanic's liens; and shall, wherever and as often as any mechanic's lien is filed against the said land and building(s) purporting to be for labor or material furnished or to be furnished to TENANT, discharge the same of record within thirty (30) days after the date of filing. Notice is hereby given that OWNER shall not be liable for any labor or materials furnished or to be furnished to TENANT upon credit, and that no mechanic's lien for any such labor or materials shall attach to or affect the reversionary or other estate or interest of OWNER in and to the land and building(s) of which the premises herein leased constitute a portion.

(D) This instrument is to be construed and interpreted according to the laws of the State of Maine.

(E) This Lease supercedes and replaces an agreement between these same parties dated January 1, 1982 and recorded in the Cumberland County Registry of Deeds, Book _____ Page _____.

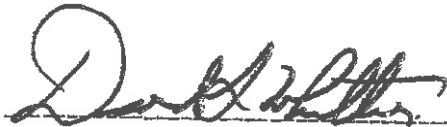
IN WITNESS WHEREOF, OWNER and TENANT have executed this Lease in four (4) counterparts, each of which shall constitute an original, all on the day and year first above written.

Signed, sealed, and delivered
in presence of:



MAINESTAY ASSOCIATES, INC.
OWNER

BY: 
LOIS T. STEVENS, PRESIDENT



NORGETOWN, INC.
TENANT

BY: 
WILLIAM R. CHICK, PRESIDENT

STATE OF MAINE
CUMBERLAND, ss.

December 31, 1983

Personally appeared the above named Lois T. Stevens of MAINESTAY ASSOCIATES, INC. and acknowledged the foregoing instrument to be her free act and deed in her capacity as President of MAINESTAY ASSOCIATES, INC. and the free act and deed of said corporation.

Before me,



STATE OF MAINE
CUMBERLAND, ss.

December 31, 1983

Personally appeared the above named William R. Chick of NORGETOWN, INC. and acknowledged the foregoing instrument to be his free act and deed in his capacity as President of NORGETOWN, INC. and the free act and deed of said corporation.

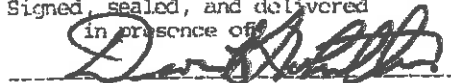
Before me,

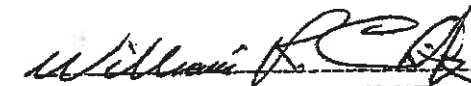



GUARANTY

For value received, and in consideration for, and as an inducement to OWNER making the within Lease with TENANT, the undersigned guarantee to OWNER, OWNER'S successors and assigns, the full performance and observance of all the covenants, conditions, and agreements therein provided to be performed and observed by TENANT without requiring any notice of non-payment, non-performance, or non-observance, or proof, or notice, or demand, whereby to charge the undersigned therefor; all of which the undersigned hereby expressly waive and expressly agree that the validity of this Lease and the obligations of the Guarantors hereunder shall in no wise be terminated, affected, or impaired by reason of the assertion by OWNER against TENANT of any of the rights or remedies reserved to OWNER pursuant to the provision of the within Lease.

Signed, sealed, and delivered
in presence of



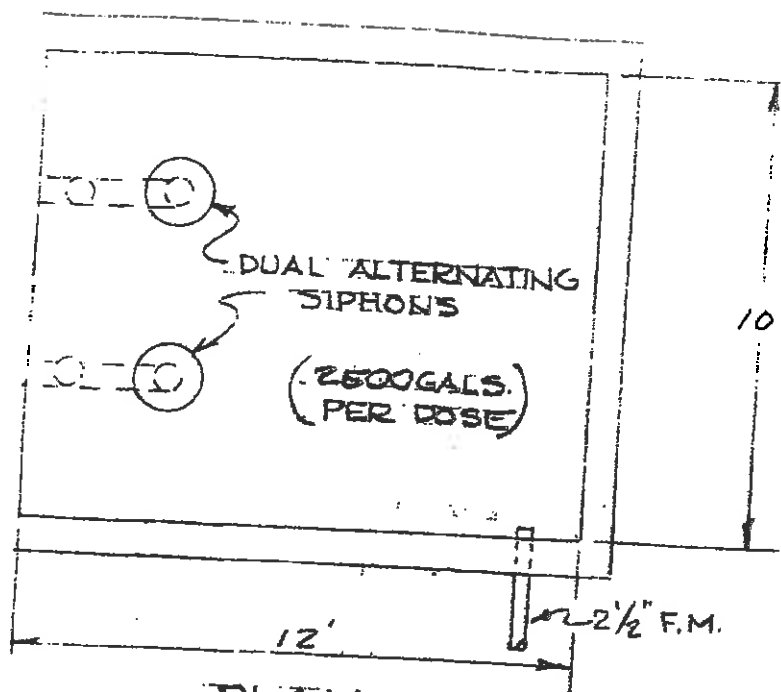

WILLIAM R. CHICK TENANT

RUTH A. CHICK TENANT

STATE OF MAINE
CUMBERLAND, ss.

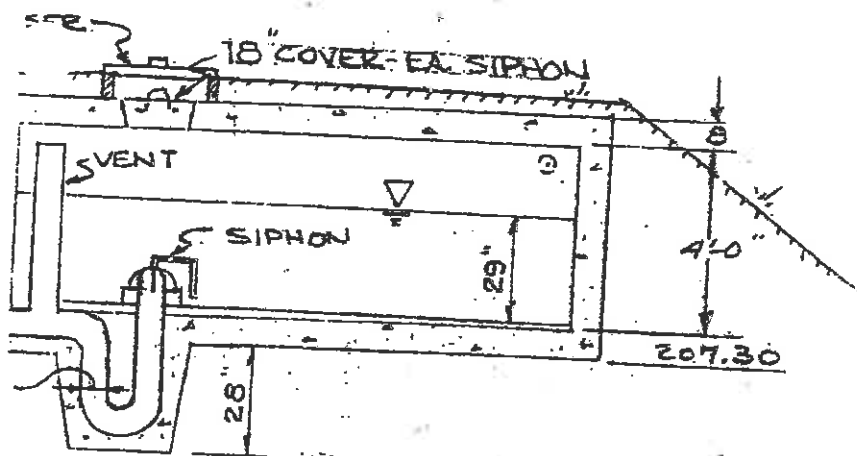
Personally appeared the above named William R. Chick and Ruth A. Chick and acknowledged the foregoing Guaranty to be their free act and deed.

Before me,





PLAN

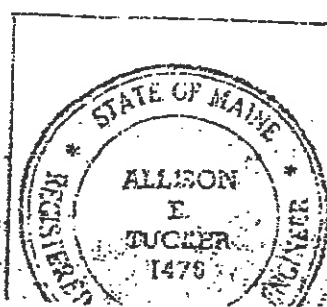


SECTION THRU SIPHON

LEGEND

- TEST PIT
- ▲ SURVEY POINT
- - - 198 - - - EXISTING CONTOUR
- 198 FINISH CONTOUR
- - - FORCE MAIN

REVISED 3-15-85 - (LINT TANK)



SEWAGE DISPOSAL SYSTEM PRESSURE DISTRIBUTION			
NORGETOWN, INC.		BRIDGTON, MAINE	
MAIN LAND DEVELOPMENT		SCALE	DRAWN BY
CONSULTANTS, INC.		AS SHOWN	ACT
LIVERMORE FALLS, MAINE		REVISED	2-1-85
MADE FOR TOWN OF BRIDGTON BRIDGTON, MAINE			

OCTOBER 21, 1997

REGIONAL ECONOMIC DEVELOPMENT

Vice-Chairman Clark noted receipt of a letter from the Naples Selectmen inviting participation in a Regional Economic Growth Council. Discussion ensued. Paul Ricci, Chairman of the Bridgton Economic Development Committee was present and offered his thoughts regarding a regional effort. The Board noted it might like to meet with the Naples Selectmen at a later date. It voted to participate in the effort and appointed Paul Ricci and Selectmen Ed Hatch to serve as the Town's representatives. The Town Manager will so advise Naples officials. Harmon/Towne 3/0/1 (Hatch abstained).

APPOINTMENTS

The Board voted to reappoint John Schuettinger to serve as a Member of the Board of Appeals until December 31, 2001. Hatch/Harmon 4/0.

MANAGER'S REPORT

- A. Victualer License. The Board approved one for Village Pizza. Hatch/Harmon 4/0.
- B. Gift. The Board voted to send the gift of land from Austin West (given to correct the boundary deficiency on the Town owned land on which the Norgetown septic disposal system sits) to the next Town Meeting for acceptance by the voters. The Town Manager noted this was a housekeeping measure. Hatch/Harmon 4/0.
- C. Amendments to Agreement. The Town Manager explained the changes that have been made to the 1985 Agreement between the Town & Norgetown, Inc. He noted that the above referenced boundary correction made the site whole. He further explained the changes that have been made in the Agreement which are intended to make everything clearer and protect the Town's position. The Board voted to approve the amendments and authorized the Town Manager to sign the amended Lease Agreement on behalf of the Board. Clark/Hatch 4/0.
- D. Timber Harvest. The Board received information from the Agent that the Harvest at Willis Park is complete and payments are being forwarded to the Town. The Board voted to put the payments into the In/Out (suspension) Account until such time as it decides whether to use the funds to improve the site or to deposit them into the Trust Principal. By the terms of the bequest, the Board may do either. Clark/Harmon 4/0. The Town Manager was asked to contact neighbor Glenn Almlov to see if he would like to put together a neighborhood recommendation regarding possible improvements to the site.
- E. Returnable Bottle Container. The Town Manager was authorized to allocate use of it on a first come, first served basis. Harmon/Clark 4/0. He will assign November to the Bridgton Youth Football Program.
- F. Audit Report. The Town Manager presented it and noted the Town was in excellent financial condition. There is no Management Letter again this year.
- G. Pole Permit. The Board approved one for the Wildwood Road. Towne/Hatch 4/0.
- H. Grant. The Board approved the Application and authorized the Bridgton Easy Riders Snowmobile Club and Al Critchett to apply for and administer the funds. The Board and the Town Manager signed the necessary paperwork. Towne/Hatch 4/0.

Georgiann M Fleck

From: Agnieszka A. (Pinette) Dixon <ADixon@dwmlaw.com>
Sent: Monday, August 9, 2021 2:45 PM
To: Robert "Bob" Peabody, Jr.
Cc: Georgiann M Fleck; Nikki Hamlin; Laurie Chadbourne; Carmen E. Lone; Glenn "Bear" R. Zaidman
Subject: RE: Fwd: Laundry leach field
Attachments: Squeaky Clean Laundromat - Consent to Assignment and Second Lease Amendment.pdf

Hi everyone,

Attached is a **Consent to Assignment and Second Amendment to Lease Agreement**, which authorizes an assignment of the lease related to the Squeaky Clean Laundromat septic system (located on Town property) to Steve Lobisser's to-be-formed business entity and amends the lease to require that the laundromat be hooked up to the public sewer once the extension is completed and sewer hookup becomes available.

This agreement also modifies the term of the lease so that it will expire on the earlier of June 30, 2024 (roughly 6 months after the anticipated sewer upgrades come on line) or the date that the laundromat connects to the sewer. This will allow Steve roughly 6 months to line up all necessary permits and connections after the plant comes on line at the end of 2023.

My understanding is that the stub for the laundromat's hookup will be coming in from the Portland Road, so there won't be any need to continue the lease after the plant comes on line.

Note that there is no requirement in the agreement for anything to occur with respect to the existing septic system on the leased lot, except to retire its use once the laundromat is connected to the public sewer. If you want the lessee to do any site mitigation, then the agreement will need to be changed to reflect any such conditions.

Otherwise, if the agreement is acceptable to the BOS, here are the next steps:

1. **Vote to Authorize the Assignment (tomorrow)**: The BOS should, at its meeting tomorrow, vote to authorize the assignment and the lease amendment, using the following motion:

I move to authorize the assignment of a certain Lease between the Town of Bridgton and Norgetown, Inc. to Stephen P. Lobisser or any Maine corporation formed by him for the purpose of operating the Squeaky Clean Laundromat on land adjoining the leased premises, pursuant to Article X of the Lease and subject to the terms and conditions of the Consent to Lease Assignment and Second Amendment to Lease Agreement presented to this meeting; and to authorize the Chair of the Board to execute and deliver said Agreement at such time that ownership of the Laundromat is transferred to Mr. Lobisser or the corporation formed by him.

2. **Execute the Agreement**: Steve will need to form his corporation and transfer the laundromat premises to the corporation before or at the same time that the attached agreement is executed by the Chair. At that time, Steve will need to provide the Town with (i) the name of the corporation, (ii) the principal place of business of the corporation, and (iii) where notices related to the lease must be

sent. This information will need to be filled in on the attached agreement. All three parties – the Town, Norgetown and Mr. Lobisser's corporation – will then need to sign the agreement. Please keep an original with the Town's permanent records.

Let me know if you need anything else.

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.

From: Robert "Bob" Peabody, Jr. <rpeabody@bridgtonmaine.org>

Sent: Wednesday, August 4, 2021 11:40 AM

To: Agnieszka A. (Pinette) Dixon <ADixon@dwmlaw.com>

Cc: Georgiann M Fleck <[gmflex@bridgtonmaine.org](mailto:gmfleck@bridgtonmaine.org)>; Nikki Hamlin <nhamlin@bridgtonmaine.org>; Laurie Chadbourne <lchadbourn@bridgtonmaine.org>; Carmen E. Lone <selectmanlone@bridgtonmaine.org>; Glenn "Bear" R. Zaidman <selectmanzaidman@bridgtonmaine.org>

Subject: FW: Fwd: Laundry leach field

Aga-

The Board will be discussing this matter Tuesday. Are you able to draft a new lease with the conditions we discussed for that meeting?

Thanks!

Bob

Robert A. Peabody, Jr.

Bridgton Town Manager

3 Chase Street, Suite 1

Bridgton, Maine 04009

rpeabody@bridgtonmaine.org

207.647.8786 Office

207.256.7211 Cell

From: steve@dbubs.com <steve@dbubs.com>

Sent: Wednesday, August 4, 2021 9:48 AM

To: Robert "Bob" Peabody, Jr. <rpeabody@bridgtonmaine.org>

Cc: Nikki Hamlin <nhamlin@bridgtonmaine.org>; Georgiann M Fleck <gmflex@bridgtonmaine.org>; david diller <dpdiii@icloud.com>; Justin Adams <jadams@bridgtonmaine.org>; Laurie Chadbourne <lchadbourne@bridgtonmaine.org>; Carmen E. Lone <selectmanlone@bridgtonmaine.org>; G. Frederick Packard <selectmanpackard@bridgtonmaine.org>; Glenn "Bear" R. Zaidman <selectmanzaidman@bridgtonmaine.org>; Paul Tworog <selectmantworog@bridgtonmaine.org>; Robert McHatton Sr <selectmanmchatton@bridgtonmaine.org>; David Diller <dpdilleriii@roadrunner.com>

Subject: Re: Fwd: Laundry leach field

Some people who received this message don't often get email from steve@dbubs.com. [Learn why this is important](#)

Bob, please see the attached letter from David and myself regarding the assignment of the land lease.

Thank you, I look forward to getting direction from you on next steps.

Steven Lobisser

508-244-9439

On 2021-07-29 16:15, Robert "Bob" Peabody, Jr. wrote:

A scanned version by email is acceptable.

Bob

Robert A. Peabody, Jr.

Bridgton Town Manager

3 Chase Street, Suite 1

Bridgton, Maine 04009

rpeabody@bridgtonmaine.org

207.647.8786 Office

From: steve@dbubs.com <steve@dbubs.com>

Sent: Thursday, July 29, 2021 3:52 PM

To: Robert "Bob" Peabody, Jr. <rpeabody@bridgtonmaine.org>

Cc: Nikki Hamlin <nhamlin@bridgtonmaine.org>; Georgiann M Fleck <gmfleck@bridgtonmaine.org>; david diller <dpdiii@icloud.com>; Justin Adams <jadams@bridgtonmaine.org>; Laurie Chadbourne <lchadbourn@bridgtonmaine.org>; Carmen E. Lone <selectmanlone@bridgtonmaine.org>; G. Frederick Packard <selectmanpackard@bridgtonmaine.org>; Glenn "Bear" R. Zaidman <selectmanzaidman@bridgtonmaine.org>; Paul Tworog <selectmantworog@bridgtonmaine.org>; Robert McHatton Sr <selectmanmchatton@bridgtonmaine.org>

Subject: Re: Fwd: Laundry leach field

You don't often get email from steve@dbubs.com. [Learn why this is important](#)

Thank you Bob. I will write it up ASAP. Is a scanned version of it by email acceptable? Or would you like me to mail or hand-deliver a paper version?

Steve

On 2021-07-29 10:44, Robert "Bob" Peabody, Jr. wrote:

Mr. Lobisser-

The Board of Selectmen will need a formal letter from you and David making the assignment request. They will then take action at a Board of Selectmen Meeting. You will be notified so that you can be present.

Bob Peabody

Robert A. Peabody, Jr.

Bridgton Town Manager

3 Chase Street, Suite 1

Bridgton, Maine 04009

rpeabody@bridgtonmaine.org

207.647.8786 Office

207.256.7211 Cell

From: steve@dbubs.com <steve@dbubs.com>

Sent: Thursday, July 29, 2021 10:26 AM

To: Robert "Bob" Peabody, Jr. <rpeabody@bridgtonmaine.org>; Nikki Hamlin <nhamlin@bridgtonmaine.org>; Georgiann M Fleck <[gmffleck@bridgtonmaine.org](mailto:gmfleck@bridgtonmaine.org)>

Cc: david diller <dpdiii@icloud.com>

Subject: Re: Fwd: Laundry leach field

You don't often get email from steve@dbubs.com. [Learn why this is important](#)

Thank you David.

Hello to the Town of Bridgton Staff Members.

As David indicated, I am in the process of trying to purchase his building and Laundromat business. As a required action, we need to assign the Lease to me (or the business entity I will create) to enable the sale. I did read and am familiar with Article X, so beyond this request, do you need anything further from me or David to conclude the review/approval process?

I have not yet created the business entity so if it is something that needs to be done NOW versus later, I guess it would need to be in my name instead?

OR, if agreeable, we can get the verbal "OK" now from the Board, and upon the sale concluding (still working the financing) I will then have the Business Entity established and we can formalize the assignment then?

Of course, if the Town Staff would like to meet me in person before making a decision, I am certainly open to that as well.

Just let me know how you would prefer to proceed.

Steven Lobisser

508-244-9439

35 Maureen Way

Millville, MA. 01529

Also:

1650 Evergreen Way

Casco, ME. 04015

Thank you in advance!

Steve

On 2021-07-27 17:26, david diller wrote:

Sent from my iPhone

Begin forwarded message:

From: "Robert \"Bob\" Peabody, Jr." <rpeabody@bridgtonmaine.org>
Date: July 27, 2021 at 3:24:56 PM EDT
To: david diller <dpdiii@icloud.com>
Cc: Georgiann M Fleck <gmffleck@bridgtonmaine.org>, Nikki Hamlin <nhamlin@bridgtonmaine.org>
Subject: RE: Laundry leach field

Good afternoon, David-

I believe the answer to your question is found in Article X. Assignment of Lease. Basically, it requires authorization from the Board of Selectmen. The termination of being used as a laundromat is considered a reasonable basis for denying authorization.

Bob

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

-----Original Message-----

From: david diller <dpdiii@icloud.com>
Sent: Tuesday, July 27, 2021 2:04 PM
To: Robert "Bob" Peabody, Jr. <rpeabody@bridgtonmaine.org>
Cc: steve@dbubs.com

Subject: Laundry leach field

[You don't often get email from dpdiii@icloud.com. Learn why this is important at <http://aka.ms/LearnAboutSenderIdentification>.]

Hi Bob, I have a purchase and sale agreement on laundromat and all the real estate. Potential buyer would like to assume the lease for the town owned property that contains said leach field. How to proceed ?

Thx. D

Sent from my iPhone

REC. 7/10/21

CONSENT TO LEASE ASSIGNMENT AND SECOND AMENDMENT
TO LEASE AGREEMENT

This CONSENT TO LEASE ASSIGNMENT AND SECOND AMENDMENT TO LEASE AGREEMENT ("Agreement") is entered into as of this _____, 2021 (the "Effective Date"), by and between the INHABITANTS OF THE TOWN OF BRIDGTON ("Lessor"), NORGETOWN, INC., a Maine corporation having a principal place of business in the Town of Bridgton ("Lessee"), and _____, a Maine corporation having a principal place of business in _____ ("Assignee") (each a "Party" and together the "Parties").

RECITALS

WHEREAS, Lessor and Lessee are parties to a certain Lease Agreement, dated September 12, 1985 and amended on October 21, 1997, (together with the amendment, the "Lease"), attached hereto and incorporated herein as Exhibit A, authorizing Lessee to use the leased premises, as more particularly described in the Lease ("Leased Premises"), for the sole purpose of constructing, erecting, maintaining, and operating a sewage disposal system to serve Lessee's premises, as more particularly described in the Lease ("Laundromat Premises"), as long as the Laundromat Premises are exclusively used as a laundromat; and

WHEREAS, pursuant to Article X of the Lease, Lessee may assign the Lease only upon receipt of an authorization of the assignment from Lessor, acting through its Select Board (the "Authorization"); and

WHEREAS, Lessee and Assignee desire to transfer the Laundromat Premises to Assignee and, as part of said transfer, Lessee desires to assign, transfer, and deliver to Assignee, and Assignee desires to acquire and accept the Lease from Lessee—all subject to receipt of the Authorization; and

WHEREAS, Assignee hereby certifies and warrants that it is fully qualified as an assignee within the meaning of Article X of the Lease, including that it intends to (i) use the Leased Premises for the sole purpose of constructing, erecting, maintaining, and operating a sewage disposal system to serve solely the Laundromat Premises; (ii) use the Laundromat Premises exclusively as a laundromat; and (iii) acquire and accept the Lease from Lessee and thereafter comply with all of the terms and conditions of the Lease, as amended by this Agreement; and

WHEREAS, Lessor and Assignee agree that the Laundromat Premises shall be connected to the Town of Bridgton public sewer system at such time that said sewer system is extended and is available to serve the Laundromat Premises; and

WHEREAS, on August 10, 2021, the Select Board of Lessor, pursuant to Article X of the Lease, voted to authorize to the assignment of the Lease to Assignee subject to the terms and conditions contained in this Agreement (the "Assignment").

NOW, THEREFORE, in consideration of the mutual premises and covenants herein contained, and for good and valuable consideration, the Parties agree as follows:

1. Authorization of Lessor to Assignment. Pursuant to Article X of the Lease, Lessor hereby provides its authorization to the Assignment. As of the Effective Date, Assignee is "Lessee" as that term is used in the Lease, with all accompanying rights, responsibilities, and obligations described in the Lease, as amended by this Agreement.
2. Amendments to Lease. As of the Effective Date, Lessor and Assignee further agree that the Lease is amended as follows:
 - A. Term. Notwithstanding anything to the contrary in the Lease, the term of the Lease, including the term of any and all renewal periods, shall expire on the earlier of (i) June 30, 2024, and

(ii) the date on which the Laundromat Premises are physically connected to the Town of Bridgton public sewer system pursuant to Section 2.B, below.

B. Obligation to Connect Laundromat Premises to Bridgton Public Sewer. At such time that the Town of Bridgton public sewer system is extended and available to serve the Laundromat Premises, Assignee shall, at its sole cost and expense, apply for and secure all necessary permits and approvals (including without limitation a Public Sewer Connection Permit and a Plumbing Permit pursuant to the *Town of Bridgton Sewage Ordinance*) and pay all fees and charges (including without limitation all applicable permit application fees, inspection fees, assessments, connection fees, user fees, and service charges) necessary to connect the Laundromat Premises to the Town of Bridgton public sewer system and shall disconnect the Laundromat Premises from and discontinue all use of the subsurface wastewater disposal system located on the Leased Premises.

C. Notices. Article XVI(b) of the Lease is repealed and replaced by the following provision:

ARTICLE XVI. Notices. Any notice, demand, request, or other instrument which may be or are required to be given under this Lease shall be delivered in person or sent by United States certified mail, postage prepaid, and shall be addressed as follows:

If to Lessor:

Town Manager
Town of Bridgton
3 Chase Street, Suite 1
Bridgton, ME 04009

If to Lessee:

3. Miscellaneous.

- A. Choice of Law. This Agreement shall be governed by the laws of the State of Maine, without regard to its conflict of laws provisions.
- B. Integration. Except as expressly modified by Section 2 of this Agreement, the terms and conditions of the Lease remain in full force and effect. This Agreement and the Lease constitute the entire agreement between Lessor and Assignee regarding this subject matter, and supersede all proposals and prior agreements, oral or written, and all other communications between them relating to the subject matter herein.
- C. Signatures. This Agreement may be executed in any number of separate counterparts, each of which shall be deemed an original and shall together constitute one and the same instrument. A PDF copy of this Agreement containing a PDF copy of the signatures of any Party shall be deemed an original signature and such execution and delivery shall be considered valid, binding, and effective for all purposes.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Consent to Lease Assignment and Second Amendment to Lease Agreement to be executed by a duly authorized representatives as of the day and year first above written.

LESSOR: TOWN OF BRIDGTON,
acting by and through its Select Board

By: _____
Carmen Lone, Chair
Select Board

LESSEE: NORGETOWN, INC.

By: _____
Print Name:
Title:

ASSIGNEE: _____

By: _____
Print Name:
Title:

**CONSENT TO LEASE ASSIGNMENT AND SECOND AMENDMENT
TO LEASE AGREEMENT**

Exhibit A

*Lease Agreement Lease Agreement, dated September 12, 1985 and amended on October 21, 1997,
by and between Lessor and Lessee, attached hereto.*

LEASE

THIS LEASE made the 12th day of September 1985, and amended on the 21st day of October 1997, by and between THE INHABITANTS OF THE TOWN OF BRIDGTON ("Lessor") and NORGETOWN, INC., a duly organized and existing Maine corporation having a principal place of business in the Town of Bridgton, County of Cumberland and State of Maine ("Lessee").

WITNESSETH THAT:

ARTICLE I. Leased Premises. In consideration of the covenants and agreements contained herein, the Lessor demises and leases to Lessee, and Lessee leases and takes from Lessor those premises described in Exhibit A attached hereto and made a part hereof.

ARTICLE II. Term. TO HAVE AND TO HOLD during Lessee's tenancy under a certain lease by and between MAINSTAY ASSOCIATES, INC. and NORGETOWN, INC., dated December 31, 1983 and attached hereto and made a part hereof as Exhibit B.

ARTICLE III. Permissible Uses of Leased Premises. Lessee shall be permitted the use and enjoyment of the leased premises for the sole purpose of constructing, erecting, maintaining and operating a sewage disposal system to serve Lessee's premises as described in Exhibit C attached hereto and made a part hereof, so long as said premises continue to be exclusively used as a laundromat. Lessor retains all surface rights in and to the leased premises as well as all subsurface rights to the extent that they are not inconsistent with Lessee's permitted uses as set forth herein.

ARTICLE IV. Renewal. Provided that this Lease is in full force and effect, and upon the expiration of the term as defined in Article II, Lessee shall be permitted, at its option, to renew this Lease for successive periods, each such period not to exceed five years; PROVIDED, HOWEVER, that the provisions of this Article shall not apply if Lessee is in default of any provision of this Lease or any security obligations between Lessor and Lessee or if Lessee is not lawfully in possession of the premises described in Exhibit B or an alternative premises used by the Lessee as a laundromat. The right to extend this Lease, or to further extend, as the case may be, shall be exercised by Lessee providing Lessor with written notice of such intent to exercise at least six months in advance of the termination of the then-current term.

ARTICLE V. Rent. Lessee shall not be obligated to pay rent to Lessor during the term, or any extended term, of this Lease.

ARTICLE VI. Construction, Operation and Maintenance. Lessee shall be solely responsible for operating and maintaining a sewage disposal system on the leased premises. If Lessee shall fail to properly operate or maintain said sewage disposal system, Lessor may enter upon the premises and effect such changes, alterations, or repairs as it, in its sole discretion, deems reasonable and prudent, and upon completion thereof, Lessee shall pay Lessor's costs for making such repairs. Lessee shall be responsible for maintaining all records of operation and maintenance and shall make those records available to the Lessor, its authorized agent, or the appropriate state or federal regulatory agencies on request.

ARTICLE VII. Alterations to Property. Lessee shall not be entitled to alter the leased premises in any manner except as may be reasonably necessary to construct, operate and maintain the sewerage disposal system described in Exhibit C.

ARTICLE VIII. Insurance and Indemnity.

(a) Lessee shall, during the term hereof, keep in full force and effect a policy of public liability and property damage insurance with respect to the leased premises and the sewerage operations with respect to the leased premises insuring Lessor and/or Lessee against all claims or demands for any personal injury to or death of any person and damage to or destruction or loss of property which may have or be claimed to have occurred on the leased premises in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) for injury to or death of one person, One Million Dollars (\$1,000,000.00) for injury to or death of more than one person in any single accident or occurrence, and for not less than One Hundred Thousand Dollars (\$100,000.00) for damage to or destruction or loss of property. Said policy or policies shall contain a clause that the insurer will not cancel or alter the coverage of the policy without first giving Lessor ten (10) days prior written notice. Lessor shall be provided with a current certificate of insurance showing all coverages in effect each year.

(b) Lessee shall indemnify and hold Lessor harmless from and against any and all claims, actions, damages, liabilities and expenses in connection with personal injury, loss of life and/or damage to or destruction of property arising from or out of the construction, erection, operation or maintenance of the said sewage disposal system in, upon or at the leased premises, or the occupancy or use by Lessee of the leased premises or any part thereof or occasioned wholly or in part by any act or omission of Lessee, its agents, contractors, employees, servants or representatives. In case Lessor shall be a party to litigation commenced against Lessee, the Lessee shall protect, defend and hold Lessor harmless and shall pay all costs, expenses and actual attorney's fees incurred or paid by Lessor in connection with such litigation. Lessee shall also pay all costs, expenses and actual attorney's fees that may be incurred or paid by Lessor in enforcing the covenants and agreements in this lease.

ARTICLE IX. Governmental Compliance. Lessee shall, in all respects, faithfully observe and comply with all rules, regulations, ordinances and statutes of the Town of Bridgton, County of Cumberland, State of Maine and the United States of America, or any political subdivision or agency thereof. Lessor shall be permitted to enter the leased premises to verify and/or remedy any defect or condition which it, in its sole discretion, determines is inconsistent with applicable law. The cost of any such repair or remedy shall be promptly reimbursed by Lessee to Lessor. Lessee covenants and agrees to protect, defend and hold Lessor harmless from any and all claims, actions, expenses, damages and liabilities, including costs and actual attorney's fees, arising from or out of Lessee's failure to observe and/or comply with any applicable law, rule, regulations, ordinance or statute or arising from Lessor's repair or remedying of any defect or condition as previously set forth.

ARTICLE X. Assignment of Lease. Lessee shall be permitted to assign this lease only upon receipt of an authorization of said assignment from Lessor, acting through its Board of Selectmen. For purposes hereof, a reasonable expectation that the premises served by the leased premises shall not be used as a laundromat shall be deemed a reasonable basis for denying authorization. This justification is not exclusive.

ARTICLE XI. Default of the Tenant. In the event of Lessee's failure to perform any of the terms, conditions or covenants of this Lease, or if Lessee shall become bankrupt or insolvent, or file any debtor proceeding or have taken against Lessee in any court pursuant to any statute, either of the United States or any state, a petition in bankruptcy or insolvency or for the reorganization or for the appointment of a receiver or trustee of all or a portion of Lessee's property or if Lessee makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement or if Lessee shall abandon said premises or suffer this Lease to be taken under any writ of execution, then Lessor in addition to any other rights or remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the leased premises and such property may be removed and stored at the cost of and for the account of Lessee, all without service or notice or resort to legal process and without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby. Should the Lease be terminated, in addition to other remedies it may have, Lessor may recover from Lessee all damages it may incur by reason of the breach under which this Lease is terminated, including the cost of recovering the leased premises and actual attorney's fees, all of which amounts shall be immediately due and payable from Lessee to Lessor.

ARTICLE XII. Access of Lessor. Lessor shall have reasonable access to the leased premises for the purpose of examining the same, assuring compliance with all applicable rules, regulations, ordinances or statutes or to make any repairs or maintenance deemed necessary by Lessor, but the making of such repairs or maintenance or such examination shall not unduly interfere with the Lessee's use of the leased premises nor the conduct of Lessee's permitted activities thereon.

ARTICLE XIII. Successors. All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind, the several respective heirs, executors, administrators, successors and assigns of said parties. No rights however, shall inure to the benefit of any assignee of Lessee unless the assignment to such assignee is in conformity with Article X hereof.

ARTICLE XIV. Waiver. The waiver by Lessor or any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same, or any other term, covenant or condition herein contained.

ARTICLE XV. Force Majeure. In the event that either party hereto shall be delayed or hindered in or prevented from performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of like nature, not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such acts shall be excused for the period of the delay and the period of such performance of any such acts shall be extended for a period equivalent to the period of such delay. The provisions of this Article XV shall not operate to excuse Lessee from prompt payment of any payment required by the terms of this Lease.

ARTICLE XVI. Notices. Any notice, demand, request or other instrument which may be or are required to be given under this Lease shall be delivered in person or sent by United States certified mail, postage prepaid, and shall be addressed (a) if to Lessor, Office of the Town Manager, One Chase Common, Bridgton, Maine 04009, or at such other address as lessor may designate by written notice and (b) if to Lessee, c/o Norgetown, Inc., 119 Main Street, Bridgton, Maine 04009, or at such other address as Lessee shall designate by written notice.

ARTICLE XVII. Captions and Article Numbers. The captions and article numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles of this Lease, nor in any way affect this Lease.

ARTICLE XVIII. Severance. Should any term or provision of this Lease, or portion thereof be determined invalid or unenforceable under law, such determination shall not affect the validity or enforceability of the remaining terms and provisions herein.

ARTICLE XIX. Lessor and Lessee Defined, Use of Pronoun. The words "Lessor" and "Lessee" shall be deemed and taken to mean each and every person or party mentioned as a Lessor or Lessee herein, be the same one or more; and if there shall be more than one Lessee, any notice required or permitted by the terms of this Lease may be given by or to any one thereof, and shall have the same force and effect as if given by or to all thereof.

IN WITNESS WHEREOF, Lessor and Lessee have signed and sealed this amended lease as of the day and year first above written.

Signed, Sealed and Delivered
in the Presence of

LESSOR:

THE INHABITANTS OF THE TOWN
OF BRIDGTON, MAINE

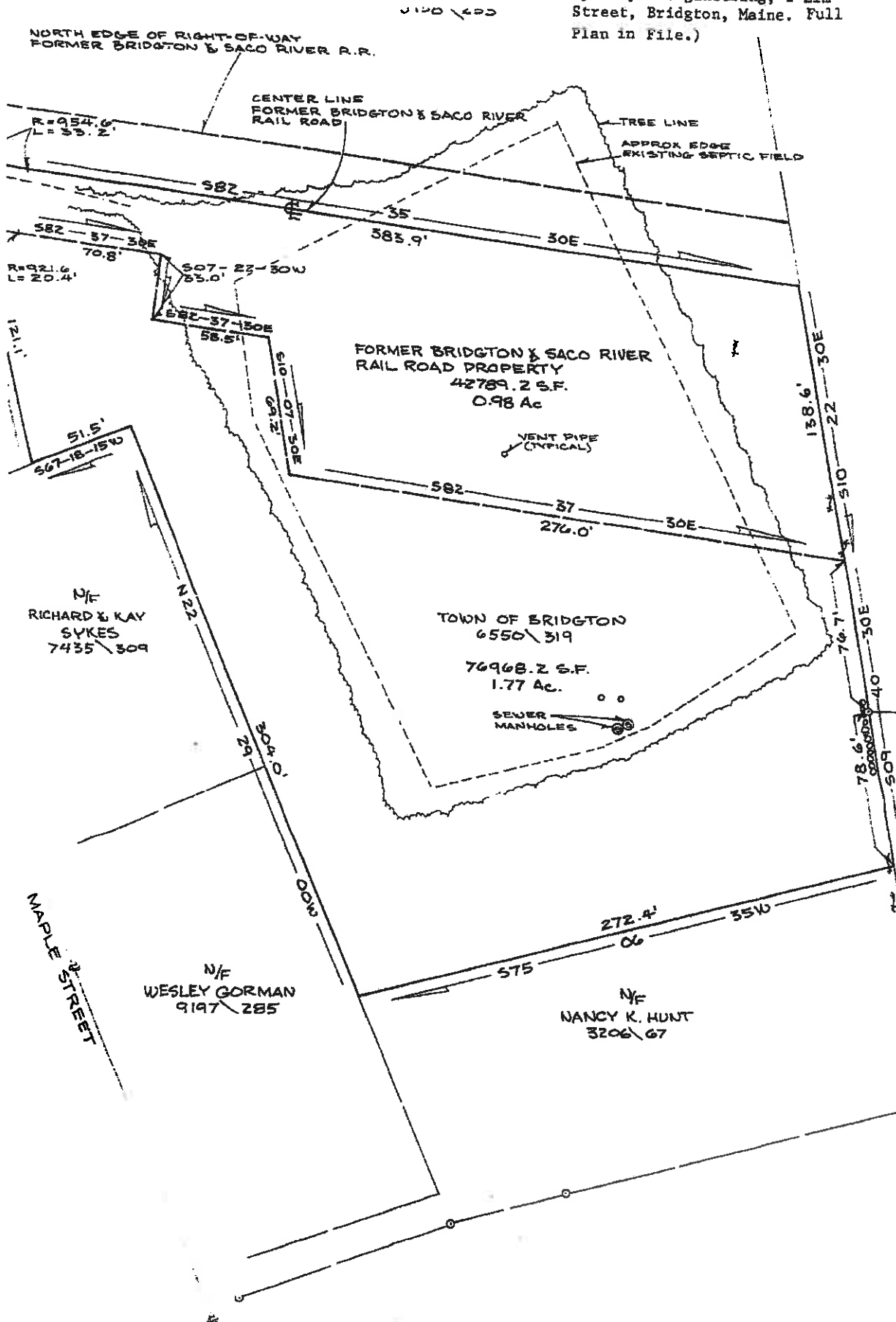
By: James R. McMahon
Its Town Manager as authorized by
vote of the Board of Selectmen on 10/21/97

LESSEE:

NORGETOWN, INC.

By: [Signature]
Its President

EXHIBIT A. 1 of 3
 (From Plan of Land located in
 Bridgton, Maine East of Maple
 Street, dated 9/5/97, #197-53
 by Sawyer Engineering, 2 Elm
 Street, Bridgton, Maine. Full
 Plan in File.)



84-3248

EXHIBIT A. 2 of 3
(Part of this Land is
the subject property.)WARRANTY DEED

Know all men, that ROBERT E. HAGGETT, JR. of Denmark, Oxford County, Maine, being married; and ROWENA W. JOHNSON, being married, of Bridgton, Cumberland County, Maine; and MARK P. BATCHELDER, being married, of Bridgton, Cumberland County, Maine; and MADELINE BLOCH, being unmarried, of North Fryeburg, Oxford County, Maine, for consideration paid, grant to the GRANTEES OF THE TOWN OF BRIDGTON, a Body Corporate of Bridgton, Cumberland County, State of Maine, with WARRANTY of Bridgton, in the County of Cumberland, State of Maine, being a part of lot numbered eight (8) in the fourteenth (14th) range, and being in the same land conveyed to W. Philip Butterfield and Donald E. Palmer by Harriet L. Noyes by her deed dated August 24, 1935, recorded in Cumberland County Registry of Deeds, Book 1478, Page 178 and in said deed described as follows:

Commence at the northeasterly corner of the present homestead lot of the said Donald E. Palmer on the southerly side-line of the railroad location of the once Bridgton and Saco River Railroad Company; thence easterly by said line of said railroad location to the northwesterly corner thereon of the Sand-pit lot, so-called, of the Bridgton and Harrison Railway Company; thence southerly and by the westerly end-line of said Sand-pit lot to the southwest corner thereof, which stands eight rods southerly of the center-line of the track location of said last named Railroad Company; thence easterly and on the southerly side-line of said Sand-pit lot, seventeen rods, to the southeasterly corner of said Sand-pit lot, on the line of land formerly owned by George W. Newcomb and Frank H. Burnham; thence southerly and by the westerly side-line of said Newcomb-Burnham land, to the northeasterly corner thereon of a house lot owned by one Albion W. Pendexter; thence westerly and by the northerly side-line of said Pendexter's said lot to the northwesterly corner thereof on line of land of Herbert W. Heath; thence northerly and by the easterly end-line of said Heath's said land and the easterly end-line of the homestead lot now owned by the said Butterfield (once owned by Charles H. Coolidge) to the northeasterly corner thereof; thence westerly and by the northerly side-line of said Butterfield lot to the southeasterly corner thereon of the homestead lot of said Donald E. Palmer; thence northerly and by the easterly side-line of said Palmer's said lot to the northeasterly corner thereof on the southerly side-line of said railroad location, being the point begun at and bound first mentioned."

84-3248

QUITCLAIM DEED

I, Austin West, whose mailing address is 659 Congress Street, Apartment 702, Portland, Maine, in consideration of one dollar and other valuable considerations paid by the Town of Bridgton whose mailing address is One Chase Common, Bridgton, Maine 04009, the receipt of which is hereby acknowledged, does hereby remise, release, bargain, sell and convey, and forever quitclaim unto the said Town of Bridgton the following described real estate:

A certain lot or parcel of land located easterly of, but not adjacent to, Route 302 in the Town of Bridgton, County of Cumberland, State of Maine, bounded and described as follows:

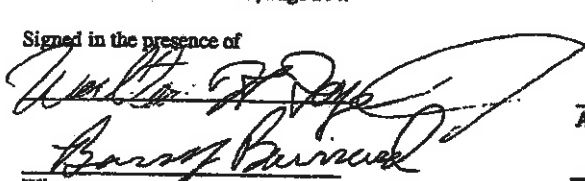
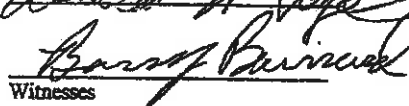
Beginning at a point on the southerly shore of Stevens Brook at the northeasterly corner of land now or formerly of Daniel Craffey; thence southerly along land of Craffey to the northerly edge of the right-of-way now or formerly of Bridgton and Harrison Railway Company; thence easterly along the Bridgton and Harrison Railway Company right-of-way now or formerly of the Town of Bridgton as described in deed from Grantors recorded in Cumberland County Registry of Deeds, Book 6118 Page 133; thence northerly along land of Town of Bridgton to Stevens Brook; thence westerly along Stevens Brook to the point of beginning.

The above described parcel was obtained by Grantors as the third parcel listed in deed from Gladys Fadden and Reginald Fadden Sr. recorded in Cumberland County Registry of Deeds, Book 3958 Page 253.

Also any right, title and interest to the land of the former Bridgton and Harrison Railway Company which lies southerly of the above described parcel.

Meaning and intending to convey a portion of the premises conveyed to Austin West on October 28, 1977 and recorded in Book 4122, Page 264.

Signed in the presence of


Austin West

Witnesses
2 Oct 1997
Date

State of Maine, Cumberland ss.

2 Oct 1997

Personally appeared the aboved named person(s) and acknowledged the above instrument to be his free act and deed in his capacity, ~~and that he is not a corporation.~~

Before me,


Notary Public

WESTLEY H. FOYE
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES JANUARY 12, 1998

LEASE

This Lease is made and entered into as of this 31st day of December, 1983, by and between MAINESTAY ASSOCIATES, INC., a corporation duly organized and existing under the laws of the State of Maine, and having a principal place of business in the Town of Bridgton, County of Cumberland, State of Maine, hereinafter referred to as OWNER; and NORGETOWN, INC., a corporation duly organized and existing under the laws of the State of Maine, and having a principal place of business in the Town of Bridgton, County of Cumberland, State of Maine, hereinafter referred to as TENANT.

W I T N E S S E T H :

1. Premises. OWNER does hereby lease, demise, and let unto TENANT, and TENANT does hereby lease and take from OWNER, for the term and upon the terms and conditions set forth in this Lease, that certain building(s) and improvements appurtenant thereto constituting certain laundromat premises within the shopping center (commonly known as the Bridgton Plaza) situated at the junction of U.S. Route #302 and Main Street in the Town of Bridgton, County of Cumberland, State of Maine, hereinafter called the leased property, more particularly described in Schedule A attached hereto and hereby made a part hereof.

2. Common Areas.

(A) TENANT, its concessionaires, officers, employees, agents, customers, and invitees shall have the non-exclusive right, in common with OWNER and all others to whom OWNER has or may hereafter grant rights, to use the common areas as designated from time to time by OWNER subject to such reasonable rules and regulations as OWNER may from time to time impose, including the designation of specific areas in which cars operated by TENANT, its concessionaires, officers, employees, and agents must be parked. TENANT agrees, after notice thereof, to abide by such rules and regulations; and to use its best efforts to cause its concessionaires, officers, employees, agents, invitees, and customers to conform thereto. OWNER may at any time close any common area to make repairs or changes; to prevent the acquisition of public rights in such area(s); to discourage non-customer parking; and may do such other acts in and to the common areas as in its judgement may be desirable.

(B) OWNER agrees that it will, at its sole cost and expense, keep in good repair and order the common areas, the lighting system, and the drainage system servicing said common areas; that it will keep the parking areas and driveways suitably paved and marked for parking and traffic flow; that it will keep all common areas (EXCEPTING ONLY sidewalks immediately adjacent to the building(s) occupied by TENANT, entrances to TENANT'S building(s), any stairways thereof and/or loading platforms, and TENANT'S shipping and receiving areas reasonably free of refuse and obstruction and reasonably free of snow and ice to the extent required by the business operations of TENANT.

(C) TENANT shall be responsible and shall likewise expeditiously remove snow, ice, and refuse from its areas of responsibility as delineated in Paragraph 2(B) above.

(D) OWNER will keep the common areas adequately lighted during all times when the demised premises shall be open for business (PROVIDED THAT TENANT'S hours of business operation does not deviate significantly from those of the other tenants of OWNER) and for a reasonable period of time, not exceeding twenty (20) minutes, thereafter.

3. Term. The term of this Lease shall be for 17 years commencing on January 1, 1984 and terminating on December 31, 2000, both dates inclusive, unless sooner terminated as herein provided.

4. Annual Rent. TENANT shall pay to Owner rent, in lawful money of the United States, in equal monthly payments, in advance, on the first day of every month during the term hereof or any extended term, as follows:

(A) From January 1, 1984 to December 31, 1984, the annual sum of \$7,938.00 in equal monthly payments of \$661.50.

(B) From January 1, 1985 to December 31, 1985, the annual sum of \$8,400 in equal monthly payments of \$700.00.

(C) From January 1, 1986 to December 31, 1986, the annual sum of \$8,820.00 in equal monthly payments of \$735.00.

(D) From January 1, 1987 to December 31, 1987, the annual sum of \$9,240.00 in equal monthly payments of \$770.00.

(E) From January 1, 1988 to December 31, 1988, the annual sum of \$9,600.00 in equal monthly payments of \$800.00.

(F) From January 1, 1989 to December 31, 1989, the annual sum of \$10,020.00 in equal monthly payments of \$835.00.

(G) From January 1, 1990 to December 31, 1990, the annual sum of \$10,440.00 in equal monthly payments of \$870.00.

(H) From January 1, 1991 to December 31, 1991, the annual sum of \$10,800.00 in equal monthly payments of \$900.00.

(I) From January 1, 1992 to December 31, 1992, the annual sum of \$11,220.00 in equal monthly payments of \$935.00.

(J) From January 1, 1993 to December 31, 1993, the annual sum of \$11,630.00 in equal monthly payments of \$970.00.

(K) From January 1, 1994 to December 31, 1994, the annual sum of \$12,000.00 in equal monthly payments of \$1,000.00.

(L) From January 1, 1995 to December 31, 1995, the annual sum of \$12,420.00 in equal monthly payments of \$1,035.00.

(M) From January 1, 1996 to December 31, 1996, the annual sum of \$13,200.00 in equal monthly payments of \$1,100.00.

(N) From January 1, 1997 to December 31, 1997, the annual sum of \$13,620.00 in equal monthly payments of \$1,135.00.

(O) From January 1, 1998 to December 31, 1998, the annual sum of \$14,040.00 in equal monthly payments of \$1,170.00.

(P) From January 1, 1999 to December 31, 1999, the annual sum of \$14,400.00 in equal monthly payments of \$1,200.00.

(Q) From January 1, 2000 to December 31, 2000, the annual sum of \$14,400.00 in equal monthly payments of \$1,200.00.

5. Condition of Property.

(A) TENANT has examined the leased property and accepts it in its present condition and without any representations on the part of OWNER as to the present or future condition of such property. OWNER shall not be responsible for any latent defect or change of condition in such building(s) and improvements; and the rent hereunder, except as specifically provided elsewhere in this Lease, shall not be withheld or diminished on account of any defect in such property, any change in the condition thereof, any damage occurring thereto, or THE EXISTENCE WITH RESPECT THERETO OF ANY VIOLATION OF THE LAWS OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY.

B. TENANT is fully informed and aware that OWNER'S property, of which the demised premises constitute a portion thereof, is currently the subject of an ongoing lawsuit by the Town of Bridgton concerning subsurface sewage disposal (c.f. Town of Bridgton (Plaintiff) vs. Lois Stevens - Mainstay Associates, Inc. (Defendants), Cumberland County Superior Court, Civil Action, Docket No. 81-1297). TENANT is furthermore fully informed and aware that if indeed a subsurface sewage disposal problem does exist with respect to OWNER'S property, of which the demised premises constitute a portion, that the nature of TENANT'S business operation is, without question, the primary cause therefor. TENANT therefore agrees, in the event that further proceedings of any nature or kind whatsoever become desirable and/or necessary with respect to the question of subsurface sewage disposal, to vigorously and expeditiously pursue any or all of the following alternatives: (OWNER agrees to notify TENANT within forty-eight (48) hours with respect to any notice served upon or delivered to OWNER by or on behalf of the Inhabitants of the Town of Bridgton.)

(1) Termination of Tenancy: TENANT agrees to expeditiously implement a termination of its tenancy in such a fashion as to hold OWNER harmless from proceedings including, but not necessarily limited to, Contempt of Court, injunctive relief, and civil and/or criminal fines and penalties. A termination of tenancy under this Paragraph, provided that TENANT was acting in good faith, would not constitute a default by TENANT and OWNER would not be entitled to damages for breach of this Lease.

(2) Pursuit of Further Litigation: TENANT agrees, at its sole cost and expense, through counsel of its choice, to vigorously defend OWNER'S position with respect to the question of subsurface sewage disposal in any legal or administrative proceedings that become desirable and/or necessary during the course of this Lease. TENANT'S expenses with respect to said defense shall specifically include, but not by way of limitation, the following: (a) nominal expenses and reasonable charges of OWNER'S counsel to monitor the proceedings; (b) payment of any fines and penalties that might accrue to OWNER as a result of the proceedings; and (c) expenses and charges of opposing counsel (as permitted by Statute) should the Town of Bridgton prevail and request same.

(3) Expansion of Subsurface Sewage Disposal System: TENANT agrees, at its sole cost and expense, to expeditiously implement an expansion in the subsurface sewage disposal system satisfactory to any and all governmental authorities. A termination of tenancy under this Paragraph, provided that TENANT was bargaining in good faith, would not constitute a default by TENANT and OWNER would not be entitled to damages for breach of this Lease.

6. Representation of Title. OWNER represents that it owns the leased property in fee simple and that the property is free from encumbrances except for utility easements and mortgages of record. OWNER further represents that it has the right to make this Lease and covenants that it will execute or procure any further necessary assurances of title that may be reasonably required for the protection of TENANT.

7. Covenant of Quiet Enjoyment. With the exception noted in Paragraph 5(B) above, so long as TENANT pays the rent reserved under this Lease and fulfills the obligations on its part to be performed thereunder, TENANT shall peaceably hold and quietly enjoy the leased property without interruption by OWNER, the mortgagees, or any other person, firm or corporation claiming under any of them.

8. Rights to Assign and Sublease. TENANT shall at all times have the right to assign this Lease and/or sublet the demised premises or any part or parts thereof, provided: (A) that at the time of such assignment or subletting, TENANT shall not be in default of any of the terms, covenants, or conditions set forth in this Lease; (B) that TENANT shall obtain the prior written consent of OWNER to any proposed assignment or subletting, which consent OWNER agrees shall not be unreasonably withheld; and (C) that TENANT

shall remain and continue liable hereunder for the due performance of all of the terms, covenants, and conditions of this Lease. Notwithstanding any permitted assignment or subletting, all of the provisions of this Paragraph #8 shall be fully applicable to any subsequent assignment or subletting.

9. ALTERATIONS. TENANT shall have the right to make alterations or additions to the demised premises at its sole cost and expense provided, nevertheless, that any such alterations or additions shall be of good workmanship and material at least equal to that state of condition of the demised premises as of the beginning of the term of this Lease. (normal wear and tear and obsolescence excepted); and provided further that any such alterations shall not materially affect either the square footage, the structural strength, or the value of the demised premises as they exist at the beginning of the term of this Lease. TENANT shall not be required to remove such additions or alterations; or to restore the demised premises to their original condition at the termination of the tenancy hereunder. OWNER hereby covenants and agrees to join with TENANT in applying for the securing (at TENANT'S sole cost and expense) from any governmental authority having jurisdiction thereof, any permits or licenses which may be necessary in connection with the making of any additions, alterations, changes, or repairs.

10. REPAIRS AND MAINTENANCE.

(A) Insofar as its position is not inconsistent with Paragraph #5 above, OWNER will maintain and repair all parts of the roof (both surfacing and structural), foundations, footings, exterior walls (EXCLUSIVE OF GLASS, WINDOWS, DOORS, AND SIGNS), subflooring, unexposed structural portions of electrical wiring, exterior drainage system (including gutters and downspouts), and perform all repairs to the interior of the demised premises which may be of a structural nature; except where any such repairs are required by reason of any act of negligence on the part of TENANT, its agents, employees, licensees, suppliers, contractors, or business invitees.

(B) TENANT agrees to perform, at its expense, all necessary repairs and maintenance to the interior portions of the demised premises; specifically including, but not by way of any limitation, the interior plumbing, the heating and cooling system, and all other appliances and appurtenances belonging thereto.

(C) The obligation of either OWNER or TENANTS, pursuant to the terms of this Paragraph shall be subject, however, to the other provisions of this Lease relating to damages caused by casualty and/or taking by public authority.

11. Utilities. TENANT shall pay all charges of all utilities used by or furnished to it during the term of this Lease.

12. Fixtures and Equipment. Any and all fixtures, equipment, or furniture installed in the demised premises by TENANT shall remain TENANT'S property; and, upon termination of this Lease, or any time during the term hereof, TENANT shall have the right to, and a reasonable time to, remove any and all of the same, whether attached to the real estate or not; provided, however, that TENANT shall repair any physical damage to said premises caused by such removal.

13. Insurance.

(A) OWNER shall keep the building(s) containing the leased property insured against loss or damage by fire with extended coverage endorsement in an amount sufficient to prevent OWNER from becoming a coinsurer under the terms of the applicable policies but, in any event, in an amount not less than Eighty Per Cent (80%) of the full insurable value as determined from time to time. The term "full insurable value" shall mean actual replacement cost (exclusive of the cost of excavation, foundations, and footings below the basement floor) without deduction for physical

depreciation. Such insurance shall be issued by financially responsible insurers duly authorized to do business in the State of Maine.

(B) OWNER will maintain public liability insurance with respect to the common areas in amounts of not less than One Hundred Thousand Dollars (\$100,000.00) with respect to injuries to any one person and not less than Three Hundred Thousand Dollars (\$300,000.00) with respect to injuries suffered in any one accident and not less than Fifty Thousand Dollars (\$50,000.00) with respect to damage property. OWNER shall, at TENANT'S request, deliver to TENANT certificates evidencing such coverage.

(C) TENANT will maintain throughout the term of the Lease a policy or policies of public liability insurance indemnifying OWNER and/or TENANT against all claims and demands for any personal injuries to or death of any person or persons, and damage to or destruction or loss of property which may have or be claimed to have occurred on the lease premises in an amount not less than One Hundred Thousand Dollars (\$100,000.00) for injury to or death of one person, Three Hundred Thousand Dollars (\$300,000.00) for injury to or death of more than one person in any single accident, and for not less than Fifty Thousand Dollars (\$50,000.00) for damages to or destruction or loss of property. TENANT shall, at OWNER'S request, deliver to OWNER certificates evidencing such coverage.

14. Damage or Destruction.

(A) If any part of the leased property is damaged or destroyed by fire or other casualty insured under the standard fire insurance policy with approved standard coverage endorsement applicable to the leased property, OWNER shall, except as otherwise provided herein, repair and rebuild the leased property with reasonable dispatch; and, if there is a substantial interference with the operation of the TENANT'S business in the leased property requiring TENANT to temporarily close its business to the public, the monthly rental shall be equitably abated for the duration of such repairs in the proportion to the extent to which there is interference with the operation of TENANT'S business. In determining what constitutes reasonable dispatch, consideration shall be given to delays caused by strikes, adjustment of insurance, and other causes beyond OWNER'S control. Notwithstanding the foregoing provisions, in the event the leased property shall be damaged by fire or other insured casualty due to the neglect or fault of TENANT'S servants, agents, employees, contractors, visitors, or licensees; then, without prejudice to any other rights and remedies of OWNER, the damage shall be repaired by OWNER, but there shall be no abatement of any rent.

(B) If the building(s) and improvements on the leased property shall be damaged or destroyed as a result of a casualty or hazard against which OWNER is required to carry insurance, to an extent in excess of Fifty Per Cent (50%) of their then insurable value, then either OWNER or TENANT shall have the right to cancel this Lease by giving the other five (5) days written notice (pursuant to the paragraph below entitled "Notice") thereof within thirty (30) days after the date of such damage or destruction. If such right shall be exercised by either party, this Lease shall wholly expire and cease on the date specified in such notice. All rents and other charges shall be prorated and paid to the date specified in such notice of cancellation.

15. Eminent Domain.

(A) If the whole of the leased property shall be taken by eminent domain, this Lease shall terminate and expire on the date of such taking and the monthly rent which TENANT shall have paid or shall have become obligated to pay pursuant hereto shall be apportioned as of and paid to the date of such taking.

(B) In the event that part of the demised premises is taken by eminent domain, reducing the square footage of TENANT'S leased property to less than Eighty-Five Per Cent (85%) of the square footage exterior measurements as originally leased; or in the event that the street access to the demised premises shall be substantially closed; or the utilization of the land areas immediately in front of the demised premises or in front of or adjacent to the loading platforms and/or service doors of said demised premises shall be so substantially affected as to interfere with the full beneficial use and occupancy of the demised premises, then TENANT shall have the option to terminate this Lease, or to elect to remain in that portion of the demised premises which have not been taken.

(C) In any event where part of the leased property is taken by eminent domain and this Lease is not terminated, but continues, the rent payable hereunder shall be reduced to the proportion that the remaining part of the premises bears to the original entire demised premises leased hereunder.

(D) TENANT shall have the right to claim and recover from the condemning authority, such compensation or damages as may be separately awarded or recoverable by TENANT, or fairly attributable to TENANT on account of any and all damage to TENANT'S leasehold improvements, fixtures, or business by reason of the condemnation and for on account of any costs or loss to which TENANT might have been put in removing TENANT'S merchandise, furniture, fixtures, leasehold improvements, and equipment.

16. Access of Owner. OWNER or its agents shall have the right to enter the demised premises at all times in order to examine it, to show it to prospective purchasers, or to make such repairs, alterations, improvements, or additions as OWNER may deem necessary or desirable. OWNER shall be allowed to take all materials into and upon the demised premises that may be required therefor without the same constituting an eviction of TENANT in whole or in part. The rent reserved herein shall not abate while repairs, alterations, additions, or improvements are being made; whether by reason of loss or interruption of the business of TENANT or otherwise. OWNER, however, shall expend every reasonable effort to insure minimum disruption to TENANT'S quiet enjoyment of the demised premises during these occasions. During the three (3) months prior to the expiration of the term of this Lease, OWNER may place upon the leased property the usual notices "For Lease" or "For Sale", which notices TENANT shall permit to remain thereon without molestation. If, during the last month of the term, TENANT shall have removed all or substantially all of its property therefrom, OWNER may immediately enter to alter, improve, renovate, and redecorate the demised premises without elimination or abatement of rent and without liability to TENANT for any compensation; and such acts shall have no effect upon this Lease.

17. Default.

(A) In the event that TENANT violates any of the terms, covenants, or conditions of this Lease on its part to be performed; and such violation continues for thirty (30) days after written notice to TENANT in case of nonpayment of rent or sixty (60) days in case of any other violation; then, in any such case, TENANT'S right to possession of the demised premises shall thereupon terminate if OWNER so elects, but not otherwise, upon OWNER giving TENANT ten (10) days notice (pursuant to the Paragraph below entitled "Notice") of such election. The mere retention of possession thereafter by TENANT shall constitute a forcible detainer of said premises. In the case of any repairs, reconstruction, or other duty of TENANT hereunder which may require more time to cure as a technical violation or default on its part than the time set forth above; then, in such event, provided that TENANT is proceeding with reasonable dispatch to cure such default, said time period for the determination of the default shall be extended in order to permit TENANT to cure the same.

18. Notice.

(A) No notice required or permitted under any provision of this Lease shall be effective for any purpose unless given as provided in Paragraph 18(B) below.

(B) Any notice from one party to the other hereunder shall be in writing and shall be deemed to be duly given when given in hand or when mailed, postpaid, addressed to the respective addresses below set forth:

OWNER: Mainstay Associates, Inc.
c/o Lois T. Stevens
RFD #2 Box 26
Bridgton, Maine 04009

COPY TO: Brian C. Hawkins, Esq.
Bridgetown Common
Bridgton, Maine 04009

TENANT: Norgetown, Inc.
c/o Mr. & Mrs. William R. Chick
15 Bennett Street
Bridgton, Maine 04009

COPY TO: David Q. Whittier, Esq.
Market Square
South Paris, Me. 04281

19. Miscellaneous.

(A) No consent or waiver, express or implied, by either party to or of any breach of any covenant, condition, or duty of the other shall be construed as a consent or waiver to or of any other breach of the same or any other covenant, condition, or duty.

(B) Each and every provision of this lease shall bind and inure to the benefit of the parties hereto and their legal representatives. The term "legal representatives" as used herein, shall include, in addition to executors and administrators, every person, partnership, corporation, or association succeeding to the interest or to any part of the interest in or to this Lease, or in or to the leased premises, of either OWNER or TENANT herein, however such succession occurs.

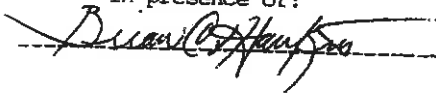
(C) TENANT shall not do or suffer anything to be done whereby the land and building(s) of which the leased premises constitute a part may be encumbered by any mechanic's liens; and shall, wherever and as often as any mechanic's lien is filed against the said land and building(s) purporting to be for labor or material furnished or to be furnished to TENANT, discharge the same of record within thirty (30) days after the date of filing. Notice is hereby given that OWNER shall not be liable for any labor or materials furnished or to be furnished to TENANT upon credit, and that no mechanic's lien for any such labor or materials shall attach to or affect the reversionary or other estate or interest of OWNER in and to the land and building(s) of which the premises herein leased constitute a portion.

(D) This instrument is to be construed and interpreted according to the laws of the State of Maine.

(E) This Lease supercedes and replaces an agreement between these same parties dated January 1, 1982 and recorded in the Cumberland County Registry of Deeds, Book _____ Page _____.

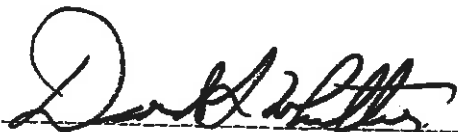
IN WITNESS WHEREOF, OWNER and TENANT have executed this Lease in four (4) counterparts, each of which shall constitute an original, all on the day and year first above written.

Signed, sealed, and delivered
in presence of:



MAINESTAY ASSOCIATES, INC.
OWNER

By: 
LOIS T. STEVENS, PRESIDENT



NORGETOWN, INC.
TENANT

By: 
WILLIAM R. CHICK, PRESIDENT

STATE OF MAINE
CUMBERLAND, ss.

December 31, 1983

Personally appeared the above named Lois T. Stevens of MAINESTAY ASSOCIATES, INC. and acknowledged the foregoing instrument to be her free act and deed in her capacity as President of MAINESTAY ASSOCIATES, INC. and the free act and deed of said corporation.

Before me,



STATE OF MAINE
CUMBERLAND, ss.

December 31, 1983

Personally appeared the above named William R. Chick of NORGETOWN, INC. and acknowledged the foregoing instrument to be his free act and deed in his capacity as President of NORGETOWN, INC. and the free act and deed of said corporation.

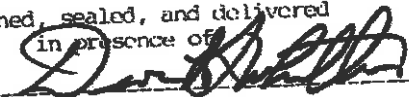
Before me,

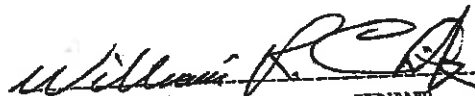
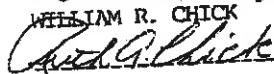


GUARANTY

For value received, and in consideration for, and as an inducement to OWNER making the within Lease with TENANT, the undersigned guarantee to OWNER, OWNER'S successors and assigns, the full performance and observance of all the covenants, conditions, and agreements therein provided to be performed and observed by TENANT without requiring any notice of non-payment, non-performance, or non-observance, or proof, or notice, or demand, whereby to charge the undersigned therefor; all of which the undersigned hereby expressly waive and expressly agree that the validity of this Lease and the obligations of the Guarantors hereunder shall in no wise be terminated, affected, or impaired by reason of the assertion by OWNER against TENANT of any of the rights or remedies reserved to OWNER pursuant to the provision of the within Lease.

Signed, sealed, and delivered
in presence of



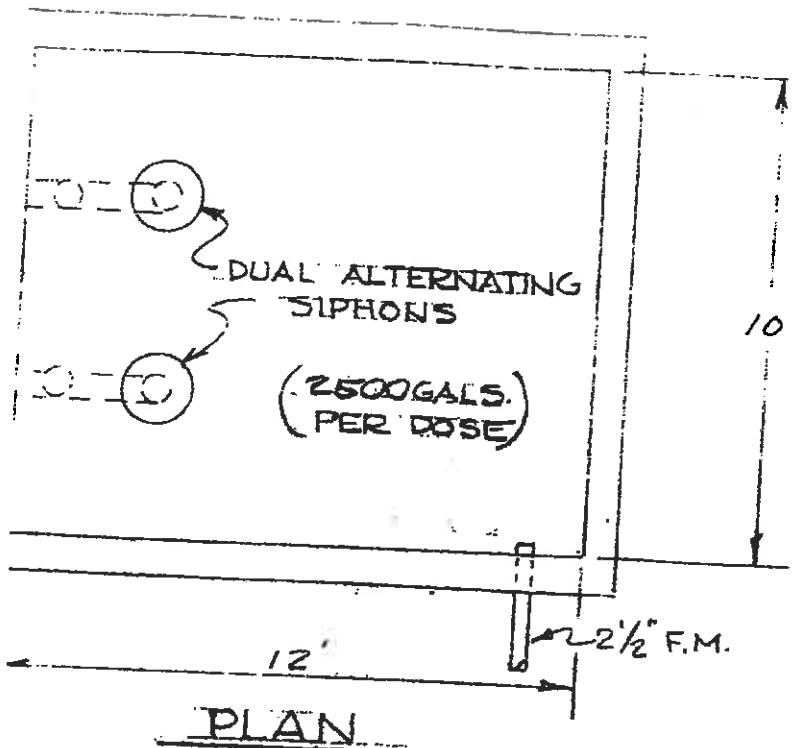

WILLIAM R. CHICK TENANT

RUTH A. CHICK TENANT

STATE OF MAINE
CUMBERLAND, ss.

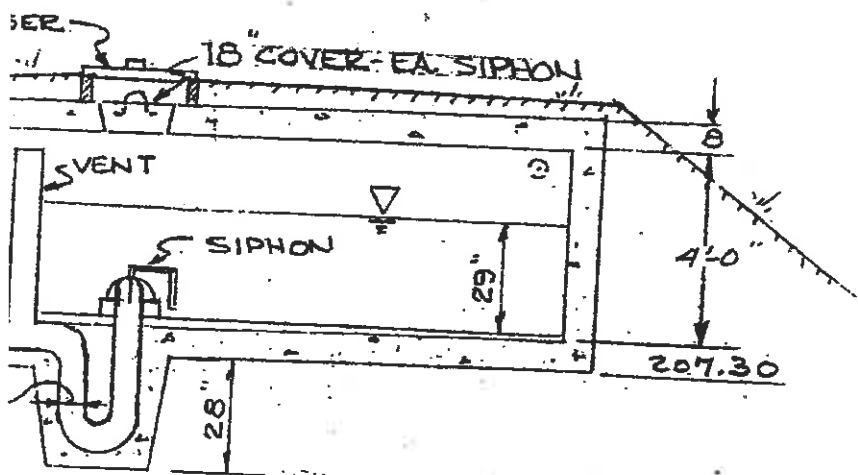
Personally appeared the above named William R. Chick and Ruth A. Chick and acknowledged the foregoing Guaranty to be their free act and deed.

Before me,





PLAN

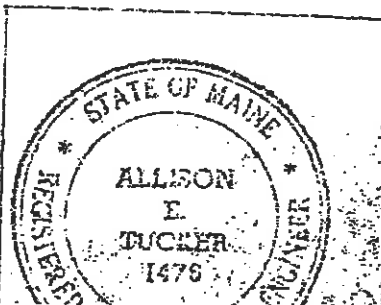


SECTION THRU SIPHON

LEGEND

- TEST PIT
- ▲ SURVEY POINT
- - - 198 - - - EXISTING CONTOUR
- - - 198 - - - FINISH CONTOUR
- - - FORCE MAIN

REVISED 3-15-85 (LINT. TANK)



SEWAGE DISPOSAL SYSTEM PRESSURE DISTRIBUTION			
NORGETOWN, INC.		BRIDGTON, MAINE	
MAIN LAND DEVELOPMENT		SCALE	DRAWN BY
CONSULTANTS, INC.		AS SHOWN	AET
LIVERMORE FALLS, MAINE		REVISED	2-7-85
MADE FOR TOWN OF BRIDGTON			
BRIDGTON, MAINE			

OCTOBER 21, 1997

REGIONAL ECONOMIC DEVELOPMENT

Vice-Chairman Clark noted receipt of a letter from the Naples Selectmen inviting participation in a Regional Economic Growth Council. Discussion ensued. Paul Ricci, Chairman of the Bridgton Economic Development Committee was present and offered his thoughts regarding a regional effort. The Board noted it might like to meet with the Naples Selectmen at a later date. It voted to participate in the effort and appointed Paul Ricci and Selectmen Ed Hatch to serve as the Town's representatives. The Town Manager will so advise Naples officials. Harmon/Towne 3/0/1 (Hatch abstained).

APPOINTMENTS

The Board voted to reappoint John Schuettinger to serve as a Member of the Board of Appeals until December 31, 2001. Hatch/Harmon 4/0.

MANAGER'S REPORT

A. Victualer License. The Board approved one for Village Pizza. Hatch/Harmon 4/0.

B. Gift. The Board voted to send the gift of land from Austin West (given to correct the boundary deficiency on the Town owned land on which the Norgetown septic disposal system sits) to the next Town Meeting for acceptance by the voters. The Town Manager noted this was a housekeeping measure. Hatch/Harmon 4/0.

C. Amendments to Agreement. The Town Manager explained the changes that have been made to the 1985 Agreement between the Town & Norgetown, Inc. He noted that the above referenced boundary correction made the site whole. He further explained the changes that have been made in the Agreement which are intended to make everything clearer and protect the Town's position. The Board voted to approve the amendments and authorized the Town Manager to sign the amended Lease Agreement on behalf of the Board. Clark/Hatch 4/0.

D. Timber Harvest. The Board received information from the Agent that the Harvest at Willis Park is complete and payments are being forwarded to the Town. The Board voted to put the payments into the In/Out (suspension) Account until such time as it decides whether to use the funds to improve the site or to deposit them into the Trust Principal. By the terms of the bequest, the Board may do either. Clark/Harmon 4/0. The Town Manager was asked to contact neighbor Glenn Almlov to see if he would like to put together a neighborhood recommendation regarding possible improvements to the site.

E. Returnable Bottle Container. The Town Manager was authorized to allocate use of it on a first come, first served basis. Harmon/Clark 4/0. He will assign November to the Bridgton Youth Football Program.

F. Audit Report. The Town Manager presented it and noted the Town was in excellent financial condition. There is no Management Letter again this year.

G. Pole Permit. The Board approved one for the Wildwood Road. Towne/Hatch 4/0.

H. Grant. The Board approved the Application and authorized the Bridgton Easy Riders Snowmobile Club and Al Critchett to apply for and administer the funds. The Board and the Town Manager signed the necessary paperwork. Towne/Hatch 4/0.

To: Town of Bridgton, Maine. Board of Selectmen

From: Steven Lobisser & David Diller

RE: Assignment of Lease

Dear Board Members,

My name is Steven P. Lobisser and I am currently engaged with David Diller, Norgetown INC. President, with the process of purchasing his commercial property in Bridgton, along with his Laundromat known as the Squeaky Clean Laundromat.

As we walked through the process and as we signed the Purchase Offer, the topic of the Land Lease he currently has with the Town came up, and we would like to formally request assignment of this Lease to myself (or my corporation that is yet to be formed), upon the closing of the purchase. While there is still work to be done to complete the purchase, we are under agreement on the purchase, and we are moving forward with the transfer of ownership. I would like to have this assignment queued up so that once we conclude the purchase, this assignment is ready to be settled.

The Lease (attached) dated September 12, 1985, provides for Assignment from David to a new owner, provided it remains being used as a Laundromat. I fully intent to continue the store as a Laundromat, along with my other 2 stores.

Please consider my request and allow me the opportunity to continue with what David has built.

Thank you,

Steven P. Lobisser

David Diller



Norgetown Septic
Lease.pdf

APPENDIX B

SCHEDULE OF EQUIVALENT USES¹

USE OR USES	UNIT MEASUREMENT	EQUIVALENT USE VALUE
Single Family Dwelling	Each	1
Additional Dwelling Unit	Each	1
High School	15 students	1
Junior High School	20 students	1
Elementary School	24 students	1
Motel, Hotel, B&B	2 rooms	1
Conventional Restaurant:		
3 meals/day	6 seats	1
2 meals/day	10 seats	1
Disposable Utensil Restaurant	12 seats	1
Church		
with Dining Seats	30 seats	1
with Assembly Seats	50 seats	1
Club	40 members	1
Daycare with meals	9 children	1
Public Meeting/Assembly Hall		
without Food Service	50 seats	1
with Food Service	30 seats	1
Library	50 seats	1
Movie Theater	50 seats	1
Commercial/Industrial Facility	5 employees	1
Government/Office Facility	5 employees	1
Gas Station	1 pump island	2
Fire Department	5 full-time firefighters	1
Theater or Playhouse	40 seats	1
Laundromat	1 machine	2
Cocktail Lounge	10 seats	1
Beauty/Barber Shop	2 sinks	1
Dog Grooming	1 tub	1
Car Wash (with Water Recycling)	1 bay	1
Hospital or Nursing/Boarding Home	2 beds	1

¹ Equivalent Use Values for uses that are not listed shall be established by the Superintendent based on uses with similar functions and similar wastewater production.

USE OR USES	UNIT MEASUREMENT	EQUIVALENT USE VALUE
Store		2
with Public Restroom	Each	2
without Public Restroom	Each	1
with Food Service	Each	2
Additional for Seating	12 seats	1
Shopping Center	12 employees	1
	75 parking spaces	1
Conference Center	21 Seats	1
Undesignated	Each parcel	1

Enacted: June 1995

Amended: June 2000; June 12, 2007; and June 14, 2016

Town of Bridgton
Office of the Community Development Director

MEMORANDUM

To: Select Board
CC: Town Manager, Deputy Town Manager
From: Linda LaCroix, Community Development Director
RE: Consolidation Legal Fees
Date: 08/18/2021

Dear Select Board,

Attached please find an updated summary sheet of CDD Legal Expenses for FY 2020-2021 plus expenses to date for FY 2021-2022. Also included are the detailed invoices for the Ordinance Consolidation matter.

Respectfully,
Linda

Bridgton
9:28 AM

CDD
Department(s): 014
July to June 2020-2021

UPDATED 8/18/2021

Trans Date	Jrnl	Description---	Wrnt	Check#	Vendor----	Current Budget	Debits	Credits	Over/Under Budget
4090 - Legal Srv						15,000.00	\$0.00	\$0.00	\$15,000.00
2/12/2021	A 0970	CDD AD/LAND USE	0110	106359	00345 - THE BRIDGTON		\$46.00	\$0.00	
2/12/2021	A 1051	CDD AD/LAND USE	0000	106359	00345 - THE BRIDGTON		-\$46.00	\$0.00	
Subject Matter Total 2020-2021							\$0.00		
8/25/2020	A 0173	2020 LAND USE ORD. AMEND	0023	103030	00576 - DRUMMOND		\$1,029.50	\$0.00	
11/18/2020	A 0563	2020 LAND USE ORD. AMEND	0069	104637	00576 - DRUMMOND		\$1,044.00	\$0.00	
5/25/2021	A 1429	2020 LAND USE ORD. AMEND	0153	108060	00576 - DRUMMOND		\$72.50	\$0.00	
Subject Matter Total 2020-2021							\$2,146.00		
10/21/2020	A 0411	2020 MARIJUANA LIC. ORD.	0054	104092	00576 - DRUMMOND		\$841.00	\$0.00	
11/18/2020	A 0563	2020 MARIJUANA LIC. ORD.	0069	104637	00576 - DRUMMOND		\$565.50	\$0.00	
11/18/2020	A 0563	2020 MARIJUANA LIC. ORD.	0069	104637	00576 - DRUMMOND		\$1,479.00	\$0.00	
3/23/2021	A 1171	2020 MARIJUANA LIC. ORD.	0126	105703	00576 - DRUMMOND		\$297.00	\$0.00	
5/4/2021	A 1311	2020 MARIJUANA LIC. ORD.	0146	107684	00576 - DRUMMOND		\$940.50	\$0.00	
5/25/2021	A 1429	2020 MARIJUANA LIC. ORD.	0153	108060	00576 - DRUMMOND		\$33.00	\$0.00	
Subject Matter Total 2020-2021							\$4,156.00		
8/25/2020	A 0173	2020 ORDINANCE CON. AAD	0023	103030	00576 - DRUMMOND		\$217.50	\$0.00	
11/18/2020	A 0563	2020 ORDINANCE CONS.	0069	104637	00576 - DRUMMOND		\$217.50	\$0.00	
12/16/2020	A 0694	2020 ORDINANCE CONS.	0084	105639	00576 - DRUMMOND		\$5,771.00	\$0.00	
2/4/2021	A 0897	2020 ORDINANCE CONS.	0105	106193	00576 - DRUMMOND		\$5,249.00	\$0.00	
2/23/2021	A 1002	2020 ORDINANCE	0115	106487	00576 - DRUMMOND		\$2,193.90	\$0.00	
3/23/2021	A 1171	2020 ORDINANCE	0126	105703	00576 - DRUMMOND		\$223.50	\$0.00	
5/4/2021	A 1311	2020 ORDINANCE CONSOL.	0146	107684	00576 - DRUMMOND		\$165.00	\$0.00	
5/25/2021	A 1429	2020 ORD. CONSOLD.	0153	108060	00576 - DRUMMOND		\$3,796.52	\$0.00	
6/18/2021		2020 Ordinance Consolidation Project		754807	00576 - DRUMMOND		\$9,046.50		
7/22/2021		2020 Ordinance Consolidation Project		757655	00576 - DRUMMOND		\$8,826.32		
Subject Matter Total 2020-2021							\$35,706.74		
12/16/2020	A 0694	2020 REVIEW/MISC.	0084	105639	00576 - DRUMMOND		\$2,194.90	\$0.00	
Subject Matter Total 2020-2021							\$2,194.90		
2/23/2021	A 1002	2021 WOODLANDS SENIOR	0115	106487	00576 - DRUMMOND		\$1,831.50	\$0.00	
3/23/2021	A 1171	2021 WOODLANDS TIF	0126	105703	00576 - DRUMMOND		\$445.50	\$0.00	
5/4/2021	A 1311	2021 WOODLANDS SENIOR	0146	107684	00576 - DRUMMOND		\$264.00	\$0.00	
5/25/2021	A 1429	2021 WOODLANDS TIF	0153	108060	00576 - DRUMMOND		\$231.00	\$0.00	
Subject Matter Total 2020-2021							\$2,772.00		
7/22/2021		Woodlands Senior Living TIF		757657	00576 - DRUMMOND		\$559.69		
Subject Matter Total 2021-2022							\$559.69		
10/13/2020	A 0392	GENERAL REPRESENTATION	0051	103948	00576 - DRUMMOND		\$275.50	\$0.00	
10/13/2020	A 0392	GENERAL REPRESENTATION	0051	103948	00576 - DRUMMOND		\$551.00	\$0.00	
10/28/2020	A 0462	GENERAL REPRESENTATION	0058	104217	00576 - DRUMMOND		\$319.00	\$0.00	
11/18/2020	A 0563	GENERAL REPRESENTATION	0069	104637	00576 - DRUMMOND		\$29.00	\$0.00	
12/16/2020	A 0694	GENERAL REPRESENTATION	0084	105639	00576 - DRUMMOND		\$182.69	\$0.00	
3/3/2021	A 1085	GENERAL REPRESENTATION	0117	106606	00576 - DRUMMOND		\$379.50	\$0.00	
3/23/2021	A 1171	GENERAL REPRESENTATION	0126	105703	00576 - DRUMMOND		\$33.00	\$0.00	
5/4/2021	A 1311	GENERAL REPRESENTATION	0146	107684	00576 - DRUMMOND		\$145.00	\$0.00	
Subject Matter Total 2020-2021							\$1,914.69		
5/4/2021	A 1311	TITAN SOLAR NET ENERGY	0146	107684	00576 - DRUMMOND		\$429.00	\$0.00	
5/25/2021	A 1429	TITANGEN SOLAR BILL CRED.	0153	108060	00576 - DRUMMOND		\$33.00	\$0.00	
6/18/2021		Titan Gen Solar Net Energy Billing Credits		754809	00576 - DRUMMOND		\$1,567.50		
7/22/2021		Titan Gen Solar Net Energy Billing Credits		757658	00576 - DRUMMOND		\$181.50		
Subject Matter Total 2020-2021							\$2,211.00		
TOTALS FY 2020-2021						\$15,000.00	\$51,661.02	\$0.00	-\$36,661.02
FY 2021-2022 Budget									\$15,000.00
FY 2021-2022 Expenses To Date									
8/17/2021		2020 Ord. Cons. Project [AAD]		760222	00576 - DRUMMOND		\$8,622.40		
8/17/2021		2020 Ord. Cons. Project [AAD] (Aug to date)			00576 - DRUMMOND		\$6,254.86		
Subject Matter Total 2020-2021							\$14,877.26		
TOTALS FY 2020-2021						\$15,000.00	\$14,877.26	\$0.00	\$122.74
TOTAL CONSOLIDATION PROJECT ALL DATES							\$50,584.00		
TOTAL OTHER PROJECTS ALL DATES							\$15,954.28		

Drummond Woodsum
ATTORNEYS AT LAW

BILLING OFFICE

84 Marginal Way, Suite 600
Portland, ME 04101-2480
207.772.1941 Main
207.772.3627 Fax

TAX ID NUMBER
01-0351512

August 12, 2020

Town of Bridgton
Robert A. Peabody, Jr.
3 Chase Street, Suite 3
Bridgton, ME 04009-1264

Invoice No.: 725990
Client No.: 8260
Matter No.: 396

MATTER SUMMARY

For professional services rendered and/or costs incurred through July 31, 2020:



RE: 2020 Ordinance Consolidation Project [AAD]

Professional Services	\$ 2,175.00
Courtesy Discount	\$ -1,957.50
Net Professional Services	\$ 217.50
Costs Incurred	\$.00
TOTAL THIS INVOICE	\$ 217.50

DATE 8/19/20
ACCT. NO. 014-04-4090
AMOUNT 217.50
AUTHORIZATION [Signature]

Please contact our billing office to pay by credit card or to obtain ACH/EFT payment instructions.
A late fee of 1.5% per month will be charged on any outstanding balance not paid in full within thirty (30) days of the invoice date.

BILLING OFFICE

84 Marginal Way, Suite 600
Portland, ME 04101-2480
207.772.1941 Main
207.772.3627 Fax

TAX ID NUMBER
01-0351512

August 12, 2020

Town of Bridgton
Robert A. Peabody, Jr.
3 Chase Street, Suite 3
Bridgton, ME 04009-1264

Invoice No.: 725990
Client No.: 8260
Matter No.: 396

For professional services rendered and/or costs incurred through July 31, 2020:

RE: 2020 Ordinance Consolidation Project [AAD]

PROFESSIONAL SERVICES RENDERED

Date	Prof	Description of Service	Hours	Amount
7/09/20	AAD	Telephone conference with Ms. LaCroix regarding scope of ordinance consolidation project	.20	29.00
7/13/20	AAD	Consult with Mr. Burns regarding ordinance codification project (no charge, see discount at bottom of invoice)	.60	87.00
7/14/20	GRB	Review existing ordinances (no charge, see discount at bottom of invoice)	4.60	667.00
7/21/20	GRB	Review and compare definitions sections (no charge, see discount at bottom of invoice)	3.80	551.00
7/22/20	AAD	Consult with Mr. Burns regarding ordinance review (no charge, see discount at bottom of invoice)	.50	72.50
7/22/20	GRB	Telephone conference with Attorney Dixon regarding ordinance revisions (no charge, see discount at bottom of invoice)	.30	43.50
7/23/20	GRB	Review and compare land use ordinances (no charge, see discount at bottom of invoice)	2.10	304.50
7/24/20	AAD	Consult with Mr. Burns regarding memorandum defining the scope of work for the codification project; research same (no charge, see discount at bottom of invoice)	.80	116.00
7/24/20	GRB	Draft memorandum regarding proposed scope of work (no charge, see discount at bottom of invoice)	.80	116.00
7/28/20	AAD	Review list of proposed staff amendments to Land Use Ordinance; draft memorandum summarizing proposed scope of work for ordinance codification project; email correspondence with Ms. LaCroix and Mr. Peabody regarding same	1.30	188.50

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Drummond Woodsum

Invoice No.: 725990

August 12, 2020

TOTAL PROFESSIONAL SERVICES
Less Professional Courtesy Discount
NET PROFESSIONAL SERVICES

\$ 2,175.00
\$ -1,957.50
\$ 217.50

PROFESSIONAL FEE SUMMARY

Professional	Init	Position	Hours	Rate	Total
Agnieszka A. Dixon	AAD	Associate	3.40	145.00	493.00
Grady R. Burns	GRB	Associate	11.60	145.00	1,682.00
TOTALS			15.00		\$ 2,175.00

TOTAL THIS INVOICE

\$ 217.50

DrummondWoodsum

ATTORNEYS AT LAW

BILLING OFFICE

84 Marginal Way, Suite 600
Portland, ME 04101-2480
207.772.1941 Main
207.772.3627 Fax

TAX ID NUMBER
01-0351512

November 6, 2020

Town of Bridgton
Robert A. Peabody, Jr.
3 Chase Street, Suite 3
Bridgton, ME 04009-1264

Invoice No.: 733061
Client No.: 8260
Matter No.: 396

MATTER SUMMARY

For professional services rendered and/or costs incurred through October 31, 2020:

RE: 2020 Ordinance Consolidation Project [AAD]

Professional Services	\$ 217.50
Costs Incurred	<u>\$.00</u>
TOTAL THIS INVOICE	\$ 217.50

DATE 11/10/2020
ACCT. NO. 014-4-4090
AMOUNT 217.50
AUTHORIZATION [Signature]

Please contact our billing office to pay by credit card or to obtain ACH/EFT payment instructions.

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DrummondWoodsum

ATTORNEYS AT LAW

BILLING OFFICE

84 Marginal Way, Suite 600
Portland, ME 04101-2480
207.772.1941 Main
207.772.3627 Fax

TAX ID NUMBER
01-0351512

November 6, 2020

Town of Bridgton
Robert A. Peabody, Jr.
3 Chase Street, Suite 3
Bridgton, ME 04009-1264

Invoice No.: 733061
Client No.: 8260
Matter No.: 396

For professional services rendered and/or costs incurred through October 31, 2020:

RE: 2020 Ordinance Consolidation Project [AAD]

PROFESSIONAL SERVICES RENDERED

Date	Prof	Description of Service	Hours	Amount
10/27/20	AAD	Email correspondence with L. LaCroix regarding scheduling Selectboard workshop on ordinance consolidation project	.10	14.50
10/30/20	AAD	Review ordinance adoption legal deadlines and project timeline; email correspondence with L. LaCroix and R. Peabody regarding same	1.40	203.00
TOTAL PROFESSIONAL SERVICES				\$ 217.50

PROFESSIONAL FEE SUMMARY

Professional	Init	Position	Hours	Rate	Total
Agnieszka A. Dixon	AAD	Associate	1.50	145.00	217.50
TOTALS			1.50		\$ 217.50

TOTAL THIS INVOICE

\$ 217.50

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DrummondWoodsum

ATTORNEYS AT LAW

BILLING OFFICE

84 Marginal Way, Suite 600
Portland, ME 04101-2480
207.772.1941 Main
207.772.3827 Fax

TAX ID NUMBER
01-0351512

December 8, 2020

Town of Bridgton
Robert A. Peabody, Jr.
3 Chase Street, Suite 3
Bridgton, ME 04009-1264

Invoice No.: 736021
Client No.: 8260
Matter No.: 396

MATTER SUMMARY

For professional services rendered and/or costs incurred through November 30, 2020:

RE: 2020 Ordinance Consolidation Project [AAD]

Professional Services	\$ 7,960.50
Courtesy Discount	<u>\$ -2,189.50</u>
Net Professional Services	\$ 5,771.00
Costs Incurred	<u>\$.00</u>
TOTAL THIS INVOICE	\$ 5,771.00

DATE 12/11/20
ACCT. NO. 014-4-4090
AMOUNT 5771.00
AUTHORIZATION [Signature]

Please contact our billing office to pay by credit card or to obtain ACH/EFT payment instructions.

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DrummondWoodsum

ATTORNEYS AT LAW

BILLING OFFICE

84 Marginal Way, Suite 600
Portland, ME 04101-2480
207.772.1941 Main
207.772.3627 Fax

TAX ID NUMBER
01-0351512

December 8, 2020

Town of Bridgton
Robert A. Peabody, Jr.
3 Chase Street, Suite 3
Bridgton, ME 04009-1264

Invoice No.: 736021
Client No.: 8260
Matter No.: 396

For professional services rendered and/or costs incurred through November 30, 2020:

RE: 2020 Ordinance Consolidation Project [AAD]

PROFESSIONAL SERVICES RENDERED

Date	Prof	Description of Service	Hours	Amount
11/05/20	AAD	Email correspondence with L. LaCroix regarding Selectboard workshop; consult with Mr. Burns regarding same	.30	43.50
11/05/20	GRB	Telephone conference with Attorney Dixon regarding ordinance revisions	.50	72.50
11/10/20	GRB	Draft definitions section of ordinances	2.70	391.50
11/11/20	GRB	Draft definitions section of ordinance	2.10	304.50
11/12/20	AAD	Consult with Mr. Burns regarding ordinance consolidation definitions section; email correspondence with L. LaCroix regarding project review timeline	.80	116.00
11/12/20	GRB	Complete draft definitions section; telephone conference with Attorney Dixon regarding same	.60	87.00
11/15/20	GRB	Draft procedural and legal ordinance sections	2.60	377.00
11/16/20	AAD	Consult with Mr. Burns regarding status of consolidation project; review general provisions	.60	87.00
11/16/20	GRB	Draft procedural and legal ordinance sections; telephone conference with Attorney Dixon regarding same	2.10	304.50
11/17/20	AAD	Telephone conference with L. LaCroix regarding ordinance consolidation project and legal timeline	.40	58.00
11/20/20	GRB	Review site plan and subdivision ordinances	4.20	609.00
11/21/20	GRB	Revise subdivision ordinance	1.20	174.00
11/22/20	GRB	Revise subdivision ordinance	5.50	797.50
11/22/20	GRB	Revise site plan ordinance	1.00	145.00
11/23/20	GRB	Review and revise site plan ordinance	1.20	174.00

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DrummondWoodsum

Invoice No.: 736021

December 8, 2020

Date	Prof	Description of Service	Hours	Amount
11/24/20	AAD	Review draft amendments to site plan review ordinance and subdivision regulations; consult with Mr. Burns regarding same	1.70	246.50
11/25/20	AAD	Consult with Mr. Burns regarding project drafting timeline	1.10	14.50
11/25/20	GRB	Review shoreland zoning ordinance	2.60	377.00
11/27/20	AAD	Continue to prepare consolidated ordinance draft	5.90	855.50
11/27/20	GRB	Review and revise shoreland zoning ordinance	3.90	565.50
11/29/20	AAD	Continue to prepare consolidated ordinance draft	8.30	1,203.50
11/30/20	AAD	Continue to prepare consolidated ordinance draft	6.60	957.00

TOTAL PROFESSIONAL SERVICES**\$ 7,960.50**

Less Professional Courtesy Discount

\$ -2,189.50**NET PROFESSIONAL SERVICES****\$ 5,771.00****PROFESSIONAL FEE SUMMARY**

Professional	Init	Position	Hours	Rate	Total
Agnieszka A. Dixon	AAD	Associate	24.70	145.00	3,581.50
Grady R. Burns	GRB	Associate	30.20	145.00	4,379.00
TOTALS			54.90		\$ 7,960.50

TOTAL THIS INVOICE**\$ 5,771.00**

Drummond Woodsum

ATTORNEYS AT LAW

BILLING OFFICE

84 Marginal Way, Suite 800
Portland, ME 04101-2480
207.772.1941 Main
207.772.3627 Fax

TAX ID NUMBER
01-0351512

Town of Bridgton
Robert A. Peabody, Jr.
3 Chase Street, Suite 3
Bridgton, ME 04009-1264

January 15, 2021

Invoice No.: 738084
Client No.: 8260
Matter No.: 396

MATTER SUMMARY

For professional services rendered and/or costs incurred through December 31, 2020:

RE: 2020 Ordinance Consolidation Project [AAD]

Professional Services	\$ 5,249.00
Costs Incurred	<u>\$.00</u>
TOTAL THIS INVOICE	\$ 5,249.00

DATE 1/21/2021
ACCT. NO. 014-4-4090
AMOUNT 5,249.00
AUTHORIZATION [Signature]

Please contact our billing office to pay by credit card or to obtain ACH/EFT payment instructions.
A late fee of 1.5% per month will be charged on any outstanding balance not paid in full within thirty (30) days of the invoice date.

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Drummond Woodsum

ATTORNEYS AT LAW

BILLING OFFICE

84 Marginal Way, Suite 600
Portland, ME 04101-2480
207.772.1941 Main
207.772.3627 Fax

TAX ID NUMBER
01-0351512

January 15, 2021

Town of Bridgton
Robert A. Peabody, Jr.
3 Chase Street, Suite 3
Bridgton, ME 04009-1264

Invoice No.: 738084
Client No.: 8260
Matter No.: 396

For professional services rendered and/or costs incurred through December 31, 2020:

RE: 2020 Ordinance Consolidation Project [AAD]

PROFESSIONAL SERVICES RENDERED

Date	Prof	Description of Service	Hours	Amount
12/01/20	AAD	Continue preparing consolidated ordinance draft	6.00	870.00
12/02/20	AAD	Continue to prepare consolidated ordinance draft; email correspondence with B. Day, L. LaCroix, and D. Brusini regarding early input on permit requirements and delegation of review among CEO and Planning Board	1.80	261.00
12/03/20	GRB	Consult with Attorney Dixon regarding additional nonconformance and variance research issues	.30	43.50
12/04/20	GRB	Review and revise draft land use and shoreland ordinance variance sections	1.30	188.50
12/05/20	AAD	Continue to prepare consolidated ordinance draft	3.50	507.50
12/05/20	GRB	Review and revise land use and shoreland ordinance nonconformity sections	2.30	333.50
12/08/20	AAD	Continue to prepare consolidated ordinance draft	4.20	609.00
12/09/20	GRB	Legal research regarding waiver ordinance language	.40	58.00
12/10/20	AAD	Continue to prepare consolidated ordinance draft; prepare Part I of the consolidated land use code, and transmit same to L. LaCroix, D. Brusini, and B. Day	5.60	812.00
12/10/20	GRB	Legal research regarding shoreland zoning state reporting requirements	.60	87.00
12/14/20	AAD	Telephone conference with L. LaCroix regarding ordinance consolidation timeline; revise same; email correspondence with B. Peabody and G. Fleck regarding same	1.20	174.00
12/15/20	AAD	Consult with Attorney Burns, prepare for and participate in Planning Board workshop on ordinance consolidation draft	4.80	696.00
12/15/20	GRB	Attend Bridgton Planning Board meeting; conference with Attorney Dixon regarding same	3.70	536.50

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DrummondWoodsum

Invoice No.: 738084

January 15, 2021

Date	Prof	Description of Service	Hours	Amount
12/17/20	AAD	Telephone conference with L. LaCroix and B. Day regarding prioritizing list of substantive ordinance amendments	.50	72.50

TOTAL PROFESSIONAL SERVICES**\$ 5,249.00****PROFESSIONAL FEE SUMMARY**

Professional	Init	Position	Hours	Rate	Total
Agnieszka A. Dixon	AAD	Associate	27.60	145.00	4,002.00
Grady R. Burns	GRB	Associate	8.60	145.00	1,247.00
TOTALS			36.20		\$ 5,249.00

TOTAL THIS INVOICE**\$ 5,249.00**

DrummondWoodsum

ATTORNEYS AT LAW

BILLING OFFICE
84 Marginal Way, Suite 600
Portland, ME 04101-2480
207.772.1941 Main
207.772.3627 Fax

TAX ID NUMBER
01-0351512

February 17, 2021

Town of Bridgton
Robert A. Peabody, Jr.
3 Chase Street, Suite 3
Bridgton, ME 04009-1264

Invoice No.: 741030
Client No.: 8260
Matter No.: 396

MATTER SUMMARY

For professional services rendered and/or costs incurred through January 31, 2021:

RE: 2020 Ordinance Consolidation Project [AAD]

Professional Services	\$ 2,642.00
Courtesy Discount	<u>\$ -478.50</u>
Net Professional Services	\$ 2,163.50
Costs Incurred	<u>\$ 30.40</u>
TOTAL THIS INVOICE	\$ 2,193.90

DATE 2/22/2021
ACCT. NO. 014-4-4090
AMOUNT 2193.90
AUTHORIZATION JH

Please contact our billing office to pay by credit card or to obtain ACH/EFT payment instructions.
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DrummondWoodsum

ATTORNEYS AT LAW

BILLING OFFICE

84 Marginal Way, Suite 600
Portland, ME 04101-2480
207.772.1941 Main
207.772.3627 Fax

TAX ID NUMBER
01-0351512

February 17, 2021

Town of Bridgton
Robert A. Peabody, Jr.
3 Chase Street, Suite 3
Bridgton, ME 04009-1264

Invoice No.: 741030
Client No.: 8260
Matter No.: 396

For professional services rendered and/or costs incurred through January 31, 2021:

RE: 2020 Ordinance Consolidation Project [AAD]

PROFESSIONAL SERVICES RENDERED

Date	Prof	Description of Service	Hours	Amount
1/08/21	AAD	Telephone conference with L. LaCroix and B. Day regarding revised timeline for ordinance consolidation project and substantive ordinance amendments	.40	66.00
1/11/21	AAD	Email correspondence with L. LaCroix and B. Day regarding ordinance consolidation project timeline; review substantive priority list	.20	33.00
1/12/21	AAD	Telephone conference with L. LaCroix, B. Day, and Attorney Burns regarding prioritization of substantive ordinance amendments	.50	82.50
1/12/21	GRB	Telephone conference with town officials and Attorney Dixon regarding ordinance amendments; review documents regarding same	.90	130.50
1/13/21	AAD	Review additional priority lists; conference call with L. LaCroix, B. Day and Attorney Burns regarding same; begin drafting substantive ordinance amendments	4.20	693.00
1/13/21	GRB	Telephone conference with town officials and Attorney Dixon regarding ordinance amendments	.90	130.50
1/14/21	AAD	Consult with Attorney Burns regarding draft substantive ordinance amendments; review and revise same; transmit same to B. Day and L. LaCroix	1.50	247.50
1/14/21	GRB	Review proposed substantive ordinance amendments	1.10	159.50
1/21/21	AAD	Prepare for and participate in Planning Board workshop; prepare and transmit draft ordinance amendments for Select Board preview	3.50	577.50
1/21/21	GRB	Attend planning board meeting (no charge, see discount at bottom of invoice)	3.30	478.50
1/21/21	GRB	Review proposed substantive ordinance revisions	.30	43.50

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DrummondWoodsum

Invoice No.: 741030

February 17, 2021

TOTAL PROFESSIONAL SERVICES	\$ 2,642.00
Less Professional Courtesy Discount	<u>\$ -478.50</u>
NET PROFESSIONAL SERVICES	\$ 2,163.50

PROFESSIONAL FEE SUMMARY

Professional	Init	Position	Hours	Rate	Total
Agnieszka A. Dixon	AAD	Shareholder	10.30	165.00	1,699.50
Grady R. Burns	GRB	Associate	6.50	145.00	942.50
TOTALS			16.80		\$ 2,642.00

COSTS INCURRED

Date	Description of Service	Amount
	Conference Call	30.40

TOTAL COSTS INCURRED	\$ 30.40
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TOTAL THIS INVOICE	\$ 2,193.90
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DrummondWoodsum

ATTORNEYS AT LAW

BILLING OFFICE

84 Marginal Way, Suite 600
Portland, ME 04101-2480
207.772.1941 Main
207.772.3627 Fax

TAX ID NUMBER
01-0351512

March 16, 2021

Town of Bridgton
Robert A. Peabody, Jr.
3 Chase Street, Suite 3
Bridgton, ME 04009-1264

Invoice No.: 746010
Client No.: 8260
Matter No.: 396

MATTER SUMMARY

For professional services rendered and/or costs incurred through February 28, 2021:

RE: 2020 Ordinance Consolidation Project [AAD]

Professional Services	\$ 223.50
Costs Incurred	<u>\$.00</u>
TOTAL THIS INVOICE	\$ 223.50

DATE 3/18/2021
ACCT. NO. 014-4-4090
AMOUNT 223.50
AUTHORIZATION [Signature]

Please contact our billing office to pay by credit card or to obtain ACH/EFT payment instructions.
A late fee of 1.5% per month will be charged on any outstanding balance not paid in full within thirty (30) days of the invoice date.

DrummondWoodsum

ATTORNEYS AT LAW

BILLING OFFICE

84 Marginal Way, Suite 600
Portland, ME 04101-2480
207.772.1941 Main
207.772.3627 Fax

TAX ID NUMBER
01-0351512

March 16, 2021

Town of Bridgton
Robert A. Peabody, Jr.
3 Chase Street, Suite 3
Bridgton, ME 04009-1264

Invoice No.: 746010
Client No.: 8260
Matter No.: 396

For professional services rendered and/or costs incurred through February 28, 2021:

RE: 2020 Ordinance Consolidation Project [AAD]

PROFESSIONAL SERVICES RENDERED

Date	Prof	Description of Service	Hours	Amount
2/02/21	AAD	Consult with Attorney Burns regarding ordinance certification documents	.30	49.50
2/02/21	GRB	Draft certification and order for proposed Cottage Street zoning amendment; revise and prepare email to town for same	1.20	174.00

TOTAL PROFESSIONAL SERVICES

\$ 223

PROFESSIONAL FEE SUMMARY

Professional	Init	Position	Hours	Rate	Total
Agnieszka A. Dixon	AAD	Shareholder	.30	165.00	49.50
Grady R. Burns	GRB	Associate	1.20	145.00	174.00
TOTALS			1.50		\$ 223.50

TOTAL THIS INVOICE

\$ 223.50

Please contact our billing office to pay by credit card or to obtain ACH/EFT payment instructions.

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DrummondWoodsum

ATTORNEYS AT LAW

BILLING OFFICE

84 Marginal Way, Suite 600
Portland, ME 04101-2480
207.772.1941 Main
207.772.3627 Fax

TAX ID NUMBER
01-0351512

April 21, 2021

Town of Bridgton
Robert A. Peabody, Jr.
3 Chase Street, Suite 3
Bridgton, ME 04009-1264

Invoice No.: 748816
Client No.: 8260
Matter No.: 396

MATTER SUMMARY

For professional services rendered and/or costs incurred through March 31, 2021:

RE: 2020 Ordinance Consolidation Project [AAD]

Professional Services	\$ 165.00
Costs Incurred	<u>\$.00</u>
TOTAL THIS INVOICE	\$ 165.00

DATE 4/28/2021
ACCT. NO. 014-4-4090
AMOUNT 165-
AUTHORIZATION CK

Please contact our billing office to pay by credit card or to obtain ACH/EFT payment instructions.

A late fee of 1.5% per month will be charged on any outstanding balance not paid in full within thirty (30) days of the invoice date.

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Drummond/Woodsum

ATTORNEYS AT LAW

BILLING OFFICE

84 Marginal Way, Suite 600
Portland, ME 04101-2480
207.772.1941 Main
207.772.3627 Fax

TAX ID NUMBER
01-0351512

April 21, 2021

Town of Bridgton
Robert A. Peabody, Jr.
3 Chase Street, Suite 3
Bridgton, ME 04009-1264

Invoice No.: 748816
Client No.: 8260
Matter No.: 396

For professional services rendered and/or costs incurred through March 31, 2021:

RE: 2020 Ordinance Consolidation Project [AAD]

PROFESSIONAL SERVICES RENDERED

Date	Prof	Description of Service	Hours	Amount
3/01/21	AAD	Email correspondence with L. LaCroix regarding substantive ordinance amendments	.20	33.00
3/16/21	AAD	Email correspondence with L. LaCroix regarding format of substantive ordinance amendments on voter ballot and status of ordinance consolidation project; telephone conference with Planning Board regarding meaning of "similar use" provision	.40	66.00
3/17/21	AAD	Telephone conference with L. LaCroix regarding form of substantive ordinance amendments referendum questions on ballot	.40	66.00

TOTAL PROFESSIONAL SERVICES **\$ 165.00**

PROFESSIONAL FEE SUMMARY

Professional	Init	Position	Hours	Rate	Total
Agnieszka A. Dixon	AAD	Shareholder	1.00	165.00	165.00
TOTALS			1.00		\$ 165.00

TOTAL THIS INVOICE **\$ 165.00**

Please contact our billing office to pay by credit card or to obtain ACH/EFT payment instructions.
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Drummond Woodsum

ATTORNEYS AT LAW

BILLING OFFICE
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207.772.1941 Main
207.772.3627 Fax

TAX ID NUMBER
01-0351512

Town of Bridgton
Robert A. Peabody, Jr.
3 Chase Street, Suite 3
Bridgton, ME 04009-1264

May 20, 2021

Invoice No.: 752110
Client No.: 8260
Matter No.: 396

MATTER SUMMARY

For professional services rendered and/or costs incurred through April 30, 2021:

RE: 2020 Ordinance Consolidation Project [AAD]

Professional Services	
Costs Incurred	\$ 3,791.50
TOTAL THIS INVOICE	\$ 5.02
	\$ 3,796.52

DATE 5/24/2021
ACCT. NO. 014-4-4096
AMOUNT 3,796.52
AUTHORIZATION [Signature]

Please contact our billing office to pay by credit card or to obtain ACH/EFT payment instructions.
A late fee of 1.5% per month will be charged on any outstanding balance not paid in full within thirty (30) days of the invoice date.

Drummond Woodsum

ATTORNEYS AT LAW

BILLING OFFICE

84 Marginal Way, Suite 600
Portland, ME 04101-2480
207.772.1941 Main
207.772.3627 Fax

TAX ID NUMBER
01-0351512

May 20, 2021

Town of Bridgton
Robert A. Peabody, Jr.
3 Chase Street, Suite 3
Bridgton, ME 04009-1264

Invoice No.: 752110
Client No.: 8260
Matter No.: 396

For professional services rendered and/or costs incurred through April 30, 2021:

RE: 2020 Ordinance Consolidation Project [AAD]

PROFESSIONAL SERVICES RENDERED

Date	Prof	Description of Service	Hours	Amount
4/08/21	AAD	Email correspondence with L. LaCroix regarding remobilizing the ordinance consolidation project and establishing a workshop timetable	.30	49.50
4/09/21	AAD	Email correspondence with L. LaCroix regarding ordinance consolidation workshop scheduling; consult with Attorney Burns regarding availability and delegation of tasks	.60	99.00
4/14/21	GRB	Telephone conference with Ms. Day regarding shoreland zoning ordinance	1.10	14.50
4/15/21	GRB	Review and revise shoreland zoning ordinance	2.50	362.50
4/16/21	AAD	Email correspondence with E. O'Connor firming up Planning Board workshop schedule; consult with Attorney Burns regarding same	.20	33.00
4/16/21	GRB	Telephone conference with Department of Environmental Protection regarding draft shoreland zoning ordinance revisions; revise draft shoreland zoning ordinance	4.30	623.50
4/22/21	GRB	Revise shoreland zoning ordinance	1.60	232.00
4/28/21	AAD	Continue to review and revise Part II consolidated ordinance	3.10	511.50
4/28/21	GRB	Review and revise shoreland zoning ordinance	.80	116.00
4/29/21	AAD	Continue to review and revise Part II consolidated ordinance	3.10	511.50
4/29/21	GRB	Revise shoreland zoning ordinance	1.80	261.00
4/30/21	AAD	Consult with Attorney Burns regarding ordinance consolidation project; continue to review and revise Part II draft	3.20	528.00
4/30/21	GRB	Revise subdivision ordinances	3.10	449.50
TOTAL PROFESSIONAL SERVICES				\$ 3,791.50

Please contact our billing office to pay by credit card or to obtain ACH/EFT payment instructions.

A late fee of 1.5% per month will be charged on any outstanding balance not paid in full within thirty (30) days of the invoice date.

Invoice No.: 752110

May 20, 2021

PROFESSIONAL FEE SUMMARY

Professional	Init	Position	Hours	Rate	Total
Agnieszka A. Dixon	AAD	Shareholder	10.50	165.00	1,732.50
Grady R. Burns	GRB	Associate	14.20	145.00	2,059.00
TOTALS			24.70		\$ 3,791.50

COSTS INCURRED

Date	Description of Service	Amount
	Long Distance Telephone	5.02
	TOTAL COSTS INCURRED	\$ 5.02
	TOTAL THIS INVOICE	\$ 3,796.52

Drummond Woodsum
ATTORNEYS AT LAW

BILLING OFFICE

84 Marginal Way, Suite 600
Portland, ME 04101-2480
207.772.1941 Main
207.772.3627 Fax

June 18, 2021

Town of Bridgton
Robert A. Peabody, Jr.
3 Chase Street, Suite 3
Bridgton, ME 04009-1264

Invoice No.: 754807
Client No.: 8260
Matter No.: 396

MATTER SUMMARY

For professional services rendered and/or costs incurred through May 31, 2021

RE: 2020 Ordinance Consolidation Project [AAD]

Professional Services	\$ 10,046.50
Courtesy Discount	<u>\$ -1,000.00</u>
Net Professional Services	\$ 9,046.50
Costs Incurred	<u>\$.00</u>
TOTAL THIS INVOICE	\$ 9,046.50

DATE 6/22/2021
ACCT. NO. 014-4-4096
AMOUNT 9,046.50
AUTHORIZATION [Signature]

Please contact our billing office to pay by credit card or to obtain ACH/EFT payment instructions.

A late fee of 1.5% per month will be charged on any outstanding balance not paid in full within thirty (30) days of the invoice date.

Drummond Woodsum
ATTORNEYS AT LAW

BILLING OFFICE
84 Marginal Way, Suite 600
Portland, ME 04101-2480
207.772.1941 Main
207.772.3627 Fax

TAX ID NUMBER
01-0351512

June 18, 2021

Town of Bridgton
Robert A. Peabody, Jr.
3 Chase Street, Suite 3
Bridgton, ME 04009-1264

Invoice No.: 754807
Client No.: 8260
Matter No.: 396

For professional services rendered and/or costs incurred through May 31, 2021:

RE: 2020 Ordinance Consolidation Project [AAD]

PROFESSIONAL SERVICES RENDERED

Date	Prof	Description of Service	Hours	Amount
5/01/21	GRB	Revise subdivision ordinance	1.00	145.00
5/03/21	AAD	Continue to revise consolidated ordinance; telephone conference with B. Day and L. LaCroix regarding same	2.40	396.00
5/04/21	AAD	Continue revising site plan review ordinance; consult with Attorney Burns regarding subdivision regulations	5.40	891.00
5/04/21	GRB	Revise subdivision regulations	3.80	551.00
5/05/21	AAD	Continue revising site plan review ordinance	4.50	742.50
5/05/21	GRB	Revise subdivision regulations	6.50	942.50
5/06/21	AAD	Video conference with B. Day, L. LaCroix and Attorney Burns regarding ordinance consolidation project; continue to review and revise consolidated ordinance draft	9.60	1,584.00
5/06/21	GRB	Review and revise large scale water extraction provisions; telephone conference with Attorney Dixon regarding same	2.10	304.50
5/07/21	AAD	Continue to revise site plan review ordinance; consult with Attorney Burns regarding same; email correspondence with L. LaCroix regarding same	8.90	1,468.50
5/07/21	GRB	Revise large scale water extraction, mineral extraction, and waiver provisions; telephone conference with Attorney Dixon regarding same	5.90	855.50
5/08/21	AAD	Finalize ordinance consolidation draft revisions, and transmit same to L. LaCroix and D. Brusini	5.90	973.50
5/11/21	AAD	Review public hearing schedule; email correspondence with L. LaCroix regarding same	.20	33.00
5/17/21	AAD	Email correspondence with L. LaCroix regarding Planning Board workshop logistics	.10	16.50
5/18/21	AAD	Participate in Planning Board workshop	3.40	561.00

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DrummondWoodsum

Invoice No.: 754807

June 18, 2021

Date	Prof	Description of Service	Hours	Amount
5/18/21	GRB	Review shoreland ordinance provisions and assemble questions for Maine Department of Environmental Protection; attend meeting of the Planning Board	3.70	536.50
5/19/21	GRB	Telephone conference with Maine Department of Environmental Protection regarding shoreland zoning ordinance provisions	.20	29.00
5/22/21	AAD	Email correspondence with L. LaCroix and D. Brusini regarding code reorganization question	.10	16.50

TOTAL PROFESSIONAL SERVICES**\$ 10,046.50**

Less Professional Courtesy Discount

\$ -1,000.00**NET PROFESSIONAL SERVICES****\$ 9,046.50****PROFESSIONAL FEE SUMMARY**

Professional	Init	Position	Hours	Rate	Total
Agnieszka A. Dixon	AAD	Shareholder	40.50	165.00	6,682.50
Grady R. Burns	GRB	Associate	23.20	145.00	3,364.00
TOTALS			63.70		\$ 10,046.50

TOTAL THIS INVOICE**\$ 9,046.50**

Drummond Woodsum
ATTORNEYS AT LAW

BILLING OFFICE
84 Marginal Way, Suite 600
Portland, ME 04101-2480
207.772.1941 Main
207.772.3627 Fax

TAX ID NUMBER
01-0351512

July 22, 2021

Town of Bridgton
Robert A. Peabody, Jr.
3 Chase Street, Suite 3
Bridgton, ME 04009-1264

Invoice No.: 757655
Client No.: 8260
Matter No.: 396

MATTER SUMMARY

For professional services rendered and/or costs incurred through June 30, 2021:

RE: 2020 Ordinance Consolidation Project [AAD]

Professional Services	\$ 11,748.50
Courtesy Discount	<u>\$ -2,937.13</u>
Net Professional Services	\$ 8,811.37
Costs Incurred	<u>\$ 14.95</u>
TOTAL THIS INVOICE	\$ 8,826.32

DATE 7/23/2021
ACCT. NO. 014-4-4090
AMOUNT 8,826.32
AUTHORIZATION _____

Please contact our billing office to pay by credit card or to obtain ACH/EFT payment instructions.
A late fee of 1.5% per month will be charged on any outstanding balance not paid in full within thirty (30) days of the invoice date.

DrummondWoodsum

ATTORNEYS AT LAW

BILLING OFFICE

84 Marginal Way, Suite 600
Portland, ME 04101-2480
207.772.1941 Main
207.772.3627 Fax

TAX ID NUMBER
01-0351512

July 22, 2021

Town of Bridgton
Robert A. Peabody, Jr.
3 Chase Street, Suite 3
Bridgton, ME 04009-1264

Invoice No.: 757655
Client No.: 8260
Matter No.: 396

For professional services rendered and/or costs incurred through June 30, 2021:

RE: 2020 Ordinance Consolidation Project [AAD]

PROFESSIONAL SERVICES RENDERED

Date	Prof	Description of Service	Hours	Amount
6/01/21	AAD	Revise consolidated code to incorporate Planning Board requests; consult with Attorney Burns regarding same	4.10	676.50
6/01/21	GRB	Telephone conference with Attorney Dixon regarding Planning Board workshop	.30	43.50
6/02/21	AAD	Continue to revise consolidated code	4.70	775.50
6/03/21	AAD	Consult with Attorney Burns regarding consolidated code; continue to revise same	4.70	775.50
6/03/21	GRB	Telephone conference with Attorney Dixon regarding additional revisions to definitions shoreland zoning chapters	.30	43.50
6/04/21	AAD	Consult with Attorney Burns regarding shoreland zoning revisions	.10	16.50
6/04/21	GRB	Review and revise shoreland zoning chapter; telephone conference with MDEP regarding proposed revisions; revise definition comparison spreadsheet	3.50	507.50
6/07/21	AAD	Email correspondence with administrative staff regarding workshop schedule and review of summary of shoreland zoning amendments; continue to revise consolidated code	7.40	1,221.00
6/07/21	GRB	Additional revisions to definitions comparison spreadsheet	2.90	420.50
6/07/21	GRB	Review email correspondence from D. Brusini regarding shoreland zoning chapter	.20	29.00
6/08/21	AAD	Continue to revise consolidated code	7.10	1,171.50
6/09/21	AAD	Continue to revise consolidated code; email correspondence with L. LaCroix, B. Day, and D. Brusini regarding same	4.20	693.00
6/15/21	GRB	Review consolidated code revisions in anticipation of Planning Board workshop	3.50	507.50
6/15/21	GRB	Participated in Planning Board workshop	3.50	507.50

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DrummondWoodsum

Invoice No.: 757655

July 22, 2021

Date	Prof	Description of Service	Hours	Amount
6/22/21	AAD	Consult with Attorney Burns regarding status of code revisions and workshops schedule; email correspondence with L. LaCroix and D. Brusini regarding same	.90	148.50
6/22/21	GRB	Telephone conference with Attorney Dixon regarding additional revisions to consolidated code draft	.40	58.00
6/24/21	GRB	Review and compile notes and questions from previous Planning Board workshop; telephone conference with Attorney Dixon regarding same	1.30	188.50
6/28/21	AAD	Prepare revisions to consolidated code; consult with Attorney Burns regarding same; email correspondence with D. Brusini and L. LaCroix regarding same	6.40	1,056.00
6/28/21	GRB	Conference with Attorney Dixon regarding revisions to subdivision and definitions chapters	1.90	275.50
6/28/21	GRB	Review shoreland zoning issue table; review email from Attorney Dixon regarding performance guarantees	.80	116.00
6/29/21	AAD	Finalize consolidated code; consult with Attorney Burns regarding performance guarantee provisions; email correspondence with L. LaCroix and D. Brusini regarding same; participate in Planning Board workshop regarding same	7.60	1,254.00
6/29/21	GRB	Revise performance guarantee section	3.00	435.00
6/29/21	GRB	Telephone conference with B. Day regarding additional questions regarding revised draft; email Attorney Dixon regarding same	.30	43.50
6/29/21	GRB	Review consolidated code in anticipation of Planning Board workshop	.80	116.00
6/29/21	GRB	Attend Planning Board workshop	4.20	609.00
6/30/21	AAD	Email correspondence with L. LaCroix and D. Brusini in follow-up to Planning Board workshop	.10	16.50
6/30/21	GRB	Review email correspondence from town officials regarding code revisions	.30	43.50

TOTAL PROFESSIONAL SERVICES

\$ 11,748.50

Less Professional Courtesy Discount

\$ -2,937.13

NET PROFESSIONAL SERVICES

\$ 8,811.37

PROFESSIONAL FEE SUMMARY

Professional	Init	Position	Hours	Rate	Total
Agnieszka A. Dixon	AAD	Shareholder	47.30	165.00	7,804.50
Grady R. Burns	GRB	Associate	27.20	145.00	3,944.00
TOTALS			74.50		\$ 11,748.50

COSTS INCURRED

Date	Description of Service	Amount
	Westlaw	14.95

DrummondWoodsum

Invoice No.: 757655

July 22, 2021

TOTAL COSTS INCURRED

\$ 14.95

TOTAL THIS INVOICE

\$ 8,826.32

August 17, 2021

Town of Bridgton
Robert A. Peabody, Jr.
3 Chase Street, Suite 3
Bridgton, ME 04009-1264

Invoice No.: 760222
Client No.: 8260
Matter No.: 396

MATTER SUMMARY

For professional services rendered and/or costs incurred through July 31, 2021:

RE: 2020 Ordinance Consolidation Project [AAD]

Professional Services	\$ 10,794.50
Courtesy Discount	<u>\$ -2,172.10</u>
Net Professional Services	\$ 8,622.40
Costs Incurred	<u>\$.00</u>
TOTAL THIS INVOICE	\$ 8,622.40

Please contact our billing office to pay by credit card or to obtain ACH/EFT payment instructions.

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August 17, 2021

Town of Bridgton
Robert A. Peabody, Jr.
3 Chase Street, Suite 3
Bridgton, ME 04009-1264

Invoice No.: 760222
Client No.: 8260
Matter No.: 396

For professional services rendered and/or costs incurred through July 31, 2021:

RE: 2020 Ordinance Consolidation Project [AAD]

PROFESSIONAL SERVICES RENDERED

Date	Prof	Description of Service	Hours	Amount
7/01/21	AAD	Prepare consolidated code draft for joint workshop; review updated road standards from B. Day; consult with Attorney Burns regarding same	2.40	396.00
7/01/21	GRB	Revise definition sections	3.40	493.00
7/02/21	AAD	Consult with Attorney Burns regarding review of consolidated code draft by Department of Environmental Protection; email correspondence with L. LaCroix and D. Brusini regarding project update to Select Board; continue to update draft	.90	148.50
7/02/21	GRB	Review model shoreland zoning ordinance cross references; email Maine Department of Environmental Protection regarding draft review	.80	116.00
7/08/21	AAD	Continue to revise consolidated code draft for joint workshop	5.80	957.00
7/09/21	AAD	Continue to revise consolidated code draft for joint workshop	13.20	2,178.00
7/10/21	AAD	Finalize consolidated code draft; review summary of revisions; email correspondence with L. LaCroix, D. Brusini, and B. Day regarding same	1.80	297.00
7/12/21	GRB	Review summary document provided by Planning Board; prepare email to town officials regarding same	1.00	145.00
7/13/21	AAD	Email correspondence with L. LaCroix and D. Brusini regarding joint workshop logistics; prepare road map for using and understanding the consolidated code; consult with Attorney Burns regarding same	2.30	379.50
7/13/21	GRB	Review correspondence regarding upcoming workshop, status of Department of Environmental Protection revisions; review and revise road map	2.10	304.50
7/14/21	GRB	Review shoreland zoning map; email B. Day regarding map updates; proofread draft and review cross-references	2.70	391.50
7/16/21	AKO	Email exchanges with Attorney Dixon regarding status of state land use legislation; research in preparing same	.40	58.00

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DrummondWoodsum

Invoice No.: 760222

August 17, 2021

Date	Prof	Description of Service	Hours	Amount
7/16/21	GRB	Review comments from Department of Environmental Protection	.20	29.00
7/19/21	AAD	Review Department of Environmental Protection comments on consolidated code draft; review shoreland zoning map; consult with Attorney Burns regarding same; email correspondence with B. Day and C. Kemp regarding map	.80	132.00
7/19/21	GRB	Proof-read and review cross references	2.10	304.50
7/20/21	AAD	Email correspondence with L LaCroix, C. Kemp, and D. Brusini regarding workshop materials and related questions; prepare for and participate in joint Planning Board and Select Board workshop; consult with Attorney Burns regarding delegation of tasks for final clean-up of consolidated code	3.70	610.50
7/20/21	GRB	Telephone conference with Attorney Dixon regarding preparation for workshop; prepare for workshop; attend workshop (no charge, see discount at bottom of invoice)	3.50	507.50
7/20/21	BM	Consult with Attorney Burns; assist with final proofing of consolidated code	3.30	627.00
7/21/21	AAD	Email correspondence with D. Brusini, L. LaCroix, B. Day, and C. Kemp regarding post-workshop project timeline and shoreland zoning map; consult with Attorney Burns regarding same	1.60	264.00
7/21/21	GRB	Review cross-references; review and email B. Day regarding updated shoreland zoning map	2.20	319.00
7/21/21	BM	Continue final proofing of consolidated code; correspondence with Attorney Burns regarding same	3.70	703.00
7/22/21	BM	Continue final proofing of consolidated code; correspondence with Attorney Burns regarding same	2.90	551.00
7/23/21	AAD	Consult with Attorney Burns regarding consolidated code proof; prepare same	.80	132.00
7/23/21	GRB	Finalize proofing of consolidated code	3.00	435.00
7/26/21	AAD	Email correspondence with L. LaCroix, D. Brusini, B. Day, C. Kemp, L. Chadbourne, and C. Lone regarding consolidated code approval legal timeline and related procedural matters	.60	99.00
7/26/21	LBR	Consult with Attorney Dixon regarding public hearing procedures	.20	33.00
7/27/21	AAD	Email correspondence with Town representatives regarding project legal timeline; consult with Attorney Burns regarding Department of Environmental Protection comments	.10	16.50
7/29/21	AAD	Review Planning Board's final corrections to consolidated code; email correspondence with D. Brusini and L. LaCroix regarding same	.20	33.00
7/29/21	GRB	Review email correspondence from D. Brusini regarding revisions to draft	.70	101.50
7/30/21	AAD	Email correspondence with R. Peabody regarding Department of Environmental Protection meeting and related staff communications	.20	33.00
TOTAL PROFESSIONAL SERVICES				\$ 10,794.50
Less Professional Courtesy Discount				\$ -2,172.10
NET PROFESSIONAL SERVICES				\$ 8,622.40

PROFESSIONAL FEE SUMMARY

Professional	Init	Position	Hours	Rate	Total
Blake E. McCartney	BM	Law Clerk	9.90	190.00	1,881.00
Agnieszka A. Dixon	AAD	Shareholder	34.40	165.00	5,676.00
Leah B. Rachin	LBR	Shareholder	.20	165.00	33.00
Amy K. Olfene	AKO	Associate	.40	145.00	58.00
Grady R. Burns	GRB	Associate	21.70	145.00	3,146.50
TOTALS			66.60		\$ 10,794.50

TOTAL THIS INVOICE**\$ 8,622.40**

Linda LaCroix

From: Tynan J. Lawrence <TLawrence@dwmlaw.com>
Sent: Tuesday, August 17, 2021 4:53 PM
To: Linda LaCroix
Cc: Grady R. Burns; Agnieszka A. (Pinette) Dixon
Subject: RE: public hearing and legal fees
Attachments: Bridgton Invoice No. 760222.pdf; Bridgton Invoice No. 760227.pdf

Hi Linda,

Attached please find two invoices related to your department – hard copies will also follow by mail. For the Ordinance Consolidation Project matter, we show an amount of **\$6,254.86** for the month of August thus far.

I haven't included the previously mentioned amount in the invoice that's attached, as Aga really needs to review all costs/legal fees make any necessary adjustments upon her return to the office.

I hope that the figure will suffice for you to provide to the Board for now. Next week I'd be happy to get you an updated statement.

Please let me know if you need anything further.

Thank you,
Tynan

Tynan J. Lawrence
Legal Assistant
Drummond Woodsum
207.771.9239 Direct | TLawrence@dwmlaw.com

From: Tynan J. Lawrence
Sent: Tuesday, August 17, 2021 11:41 AM
To: 'llaCroix@bridgtonmaine.org' <llaCroix@bridgtonmaine.org>
Cc: Grady R. Burns <GBurns@dwmlaw.com>
Subject: RE: public hearing and legal fees

Linda,

Our billing department is working on getting together a summary of legal fees for you. I should have something for you by tomorrow if that's okay?

Thank you,
Tynan

Tynan J. Lawrence
Legal Assistant
Drummond Woodsum
207.771.9239 Direct | TLawrence@dwmlaw.com

From: Grady R. Burns <GBurns@dwmlaw.com>
Sent: Tuesday, August 17, 2021 9:40 AM

To: 'llaCroix@bridgtonmaine.org' <llaCroix@bridgtonmaine.org>

Cc: Tynan J. Lawrence <TLawrence@dwmlaw.com>

Subject: public hearing and legal fees

Hi Linda,

This email is in response to the one you forwarded to Tynan yesterday—

I am planning on attending the public hearing on 8/19. Happy to attend remotely unless the Planning Board would like me there in person.

My understanding is that Tynan will be following up if she hasn't already with the summary of legal fees that you requested.

In speaking with Aga last week, it sounds like she will effectively be incommunicado until likely sometime next week, with her return on the week of the 30th; please do not hesitate to reach out to me in the meantime if you have any time sensitive issues!

Grady

Grady R. Burns

Attorney

207.253.0553 Direct

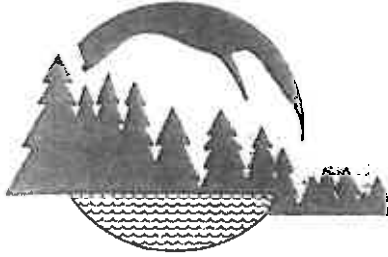
GBurns@dwmlaw.com

84 Marginal Way, Suite 600, Portland, ME 04101-2480

800.727.1941 | 207.772.3627 Fax | dwmlaw.com

Drummond Woodsum
ATTORNEYS AT LAW

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TOWN OF BRIDGTON

THREE CHASE STREET, SUITE #1
BRIDGTON, MAINE 04009

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

August 5, 2021

Maine Municipal Association
Legal Department
60 Community Drive
Augusta, Maine 04330
Fax: 624-0187

Ref: Remote Meetings

Attorney on Duty:

Under the new regulations for remote meetings I have the following question:

Do we still need a policy if we want to continue to allow public participation on a regular basis even if the Board of Selectmen are present via majority?

Thank you for your assistance in this matter. If you have any questions, please don't hesitate to contact me by email gmfleck@bridgtonmaine.org or by phone 803-9959.

Sincerely,


Georgiann M. Fleck
Deputy Town Manager

Georgiann M Fleck

From: Legal Services Department <legal@memun.org>
Sent: Thursday, August 5, 2021 1:16 PM
To: Georgiann M Fleck
Subject: Bridgton - Attention: Georgiann Fleck

Dear Georgiann,

This replies to your fax today. If your question is whether the board needs to adopt a policy to allow *remote* public attendance on a regular basis, even when the board is *not* meeting remotely, the answer is no.

Remote public attendance has always been an option (via community television, for example). What the new law does not allow is barring the public from attending in person if the board itself is meeting in person. In other words, the board cannot prohibit the public from attending in person if the board itself is meeting in person. It can, however, give the public the option of remote attendance and participation (via Zoom, for example) even if the board is meeting in person, as long as the public can also attend in person.

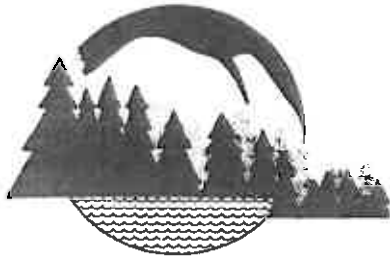
I hope this answers your question, Georgiann.

Best regards,

Richard P. Flewelling, Senior Staff Attorney
Legal Services Department

Maine Municipal Association
60 Community Drive, Augusta, ME 04330
1-800-452-8786 (in-state)
207-623-8428
FAX 207-624-0187
legal@memun.org

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TOWN OF BRIDGTON

THREE CHASE STREET, SUITE #1
BRIDGTON, MAINE 04009

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

August 12, 2021

Richard Flewelling
Maine Municipal Association
Legal Department
60 Community Drive
Augusta, Maine 04330
Fax: 624-0187

Ref: Remote Meetings; Follow-up

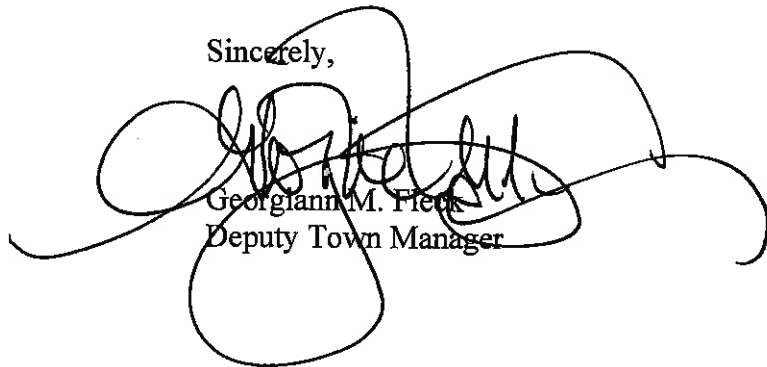
Dear Attorney Flewelling:

For clarification to the question I asked on August 5, 2021 regarding remote meetings, please clarify your response to the following:

1. Can the Board of Selectmen continue to offer remote meeting participation to the public without a policy?
2. If a member of the Board of Selectmen is going to be absent and wants to be able to participate in a meeting we need to adopt a policy?

Thank you for your assistance in this matter. If you have any questions, please don't hesitate to contact me by email [gmflex@bridgtonmaine.org](mailto:gmfleck@bridgtonmaine.org) or by phone 803-9959.

Sincerely,



Georgiann M. Fleck
Deputy Town Manager

Attachments

Georgiann M Fleck

From: Legal Services Department <legal@memun.org>
Sent: Monday, August 16, 2021 9:38 AM
To: Georgiann M Fleck
Subject: Bridgton - Attention: Georgiann Fleck

Dear Georgiann,

This replies to your August 12, 2021 fax. I thought I answered your first question in my August 5, 2021 email, but let me try again. The board does not need to adopt a remote board meeting policy in order to continue offering a remote attendance option to the public, provided the public also has the option of attending board meetings in person if the board is meeting in person.

To your second question, the board does need to adopt a policy if the board itself wishes to meet remotely (in case of emergency, for example) or if the board wishes to allow a board member to attend remotely (due to illness or a temporary absence that makes travel difficult). The policy must provide the public with a meaningful opportunity to attend remotely when board members attend remotely but must also allow the public to attend board meetings in person except in case of emergency when the entire board must meet remotely. MMA's sample policy complies with these requirements and is linked below for your information (MMA username & password required):

https://memun.org/DesktopModules/Bring2mind/DMX/Download.aspx?Command=Core_Download&EntryId=14940&language=en-US&PortalId=0&TabId=204

I hope this clarifies these matters, Georgiann.

Best regards,

Richard P. Flewelling, Senior Staff Attorney
Legal Services Department

Maine Municipal Association
60 Community Drive, Augusta, ME 04330
1-800-452-8786 (in-state)
207-623-8428
FAX 207-624-0187
legal@memun.org

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Consolidation Schedule from Deb Brusini

Current status:

Legal, with various inputs, has continued to edit the Consolidated Code draft since the joint workshop, in summary: 1) DEP input is being integrated b) non-substantive edits for clarification and ease of use c) the Shoreland zoning map is being updated and improved (much easier to read/decipher).

Current Schedule:

Date	Action/Activity	Responsibility
8/11/2021	PB public hearing draft of Consolidated Code to staff.	Legal to CDD staff
8/12/2021	Draft of Consolidated Code available at Town offices and posted on web	CDD Staff
8/19/2021	PB public hearing. The PB may direct staff/legal to incorporate additional changes to the Code during or after the hearing.	Planning Board
8/20/2021 by 7:30 am	PB recommendation and draft of Consolidated Code to Town Clerk for BOS packet.	Planning Board Chair with assistance from CDD staff.
8/24	BOS meeting to direct placement of Consolidated Code question(s) on the warrant for November referendum. It's probable that the Code will be final format and content; however, it is also possible edits may be required based upon the public hearing. In the latter case the BOS would still have options that legally allow placement for the November referendum.	BOS

Town of Bridgton
SPECIAL TOWN MEETING
Tuesday, November 2, 2021

State of Maine

County of Cumberland, ss

TO: Phillip A. Jones, a resident of the Town of Bridgton.

Greetings: In the name of the State of Maine, you are hereby required to notify and warn the voters of the Town of Bridgton in said County and State, qualified by law to vote in town affairs to meet at the Town Hall located on North High Street in said Town on Tuesday, the 2nd day of November at 8:00 o'clock in the forenoon to 8:00 o'clock in the evening to vote on Article 1 through Article 3 [A person who is not registered as a voter may not vote at the Town Election].

Article 1. To elect a Moderator to preside at said meeting and to vote by written ballot.

Article 2. Question 1. Shall an ordinance entitled "Repeal and Replacement of Victualers and Marijuana Establishment Licensing Ordinance" be enacted?

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

Article 3. Question 2. Shall an ordinance entitled "Amendments to and Consolidation of Certain Town of Bridgton Land Use Ordinances" be enacted?

(Note: A "Yes" vote will repeal the Town of Bridgton Land Use Ordinance, Site Plan Review Ordinance, Shoreland Zoning Ordinance, and Building, Plumbing and Razing Ordinance and replace these ordinances with the Bridgton Land Use Code. Copies of the text of the ordinance are available from the Town Clerk.)

Given under our hands on this 24th day of August 2020.

Municipal Officers/Board of Selectmen:

_____	/ Carmen W. Lone, Chairman
_____	/ Glenn R. Zaidman, Vice-Chairman
_____	/ Robert J. McHatton, Sr.
_____	/ Paul A. Tworog
_____	/ George Frederick Packard

A true copy of the warrant,

Attest: _____
Laurie L. Chadbourne, Town Clerk

November 2021 Proposed Special Town Meeting Schedule

Saturday, July 3rd	<i>New policy adopted by Board of Selectmen on 4.23.2019: Non-citizen referendum questions to be submitted to Board of Selectmen two (2) months prior to deadline (09.03.2021).</i>	
Tuesday; August 24th	Orders by Board of Selectmen for Placement of Referendum Questions on Ballot (deadline 09.03.2021)	MRS 30-A § 2528.5
Saturday; October 2nd Friday, October 1st	Absentee Ballots (for November 2nd Election) Available at Town Clerk's Office	MRS 21-A § 752 MRS 21-A § 6
Tuesday; October 12th	Board to Conduct Public Hearing on Referendum Questions	MRS 30-A § 2528.5
Tuesday; November 2nd Polls Open 8AM-8PM	Special Town Meeting [Election/Town Referendum] @ Bridgton Town Hall; 26 North High Street	

10. New Business

a. Awards and Other Administrative Recommendations

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

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

b. Permits/Documents Requiring Board Approval

1. Consideration of Net Energy Billing Offers

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

2. Repeal and Replacement of Victualers and Marijuana Establishment Licensing

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

3. Victualer's License

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

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

c. Selectmen's Concerns

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

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

Deputy Town Manager Fleck read the following into the record:

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

General

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

**CERTIFICATION OF PROPOSED ORDINANCE ENTITLED "REPEAL AND
REPLACEMENT OF VICTUALERS AND MARIJUANA ESTABLISHMENT LICENSING
ORDINANCE" AND ORDER**

The municipal officers of the Town of Bridgton hereby **CERTIFY** to the municipal clerk of the Town of Bridgton, pursuant to 30-A M.R.S. § 3002, that attached hereto is a true copy of the proposed ordinance entitled "Repeal and Replacement of Victualers and Marijuana Establishment Licensing Ordinance" to be voted on at a referendum election of the Town of Bridgton on November 2, 2021 under the following secret ballot question:

Question 1. Shall an ordinance entitled "Repeal and Replacement of Victualers and Marijuana Establishment Licensing Ordinance" be enacted?

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

BE IT FURTHER ORDERED, pursuant to 30-A M.R.S. § 3002(1), that the municipal clerk shall keep this certified copy as a public record and shall make copies of said proposed ordinance available for distribution to the voters of the Town of Bridgton from the time of this certification. Copies of said proposed ordinance shall also be attested by the municipal clerk and posted in the same manner as the warrant calling the referendum election on November 2, 2021 and shall be made available to the voters at the referendum election on November 2, 2021.

Dated: August 24, 2021

A majority of the municipal officers
of the Town of Bridgton

A true copy of the proposed ordinance entitled "Repeal and Replacement of Victualers and Marijuana Establishment Licensing Ordinance" is attached hereto.

Attest: _____
Laurie Chadbourne, Town Clerk
Town of Bridgton

RETURN

Cumberland County, ss.

State of Maine

I certify that I have posted an attested copy of the proposed ordinance entitled "Repeal and Replacement of Victualers and Marijuana Establishment Licensing Ordinance" at

being conspicuous public places within the Town of Bridgton on _____, 2021, which is at least seven (7) days next prior to the date of the November 2, 2021 referendum election.

Laurie Chadbourne, Town Clerk
Town of Bridgton

REPEAL AND REPLACEMENT OF VICTUALERS AND MARIJUANA ESTABLISHMENTS LICENSING ORDINANCE

PREPARED FOR TOWN OF BRIDGTON REFERENDUM ELECTION
TO BE HELD ON NOVEMBER 2, 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.

**CERTIFICATION OF PROPOSED ORDINANCE ENTITLED
"AMENDMENTS TO AND CONSOLIDATION OF CERTAIN TOWN OF BRIDGTON
LAND USE ORDINANCES" AND ORDER**

The municipal officers of the Town of Bridgton hereby **CERTIFY** to the municipal clerk of the Town of Bridgton, pursuant to 30-A M.R.S. § 3002, that attached hereto is a true copy of the proposed ordinance entitled "Amendments to and Consolidation of Certain Town of Bridgton Land Use Ordinances" to be voted on at a referendum election of the Town of Bridgton on November 2, 2021 under the following secret ballot question:

Question _____. Shall an ordinance entitled "Amendments to and Consolidation of Certain Town of Bridgton Land Use Ordinances" be enacted?

(Note: A "Yes" vote will repeal the Town of Bridgton Land Use Ordinance, Site Plan Review Ordinance, Shoreland Zoning Ordinance, and Building, Plumbing and Razing Ordinance and replace these ordinances with the Bridgton Land Use Code. Copies of the text of the ordinance are available from the Town Clerk.)

BE IT FURTHER ORDERED, pursuant to 30-A M.R.S. § 3002(1), that the municipal clerk shall keep this certified copy as a public record and shall make copies of said proposed ordinance available for distribution to the voters of the Town of Bridgton from the time of this certification. Copies of said proposed ordinance shall also be attested by the municipal clerk and posted in the same manner as the warrant calling the referendum election on November 2, 2021 and shall be made available to the voters at the referendum election on November 2, 2021.

Dated: _____, 2021

A majority of the municipal officers
of the Town of Bridgton

A true copy of the proposed ordinance entitled "Amendments to and Consolidation of Certain Town of Bridgton Land Use Ordinances" is attached hereto.

Attest: _____
Laurie Chadbourne, Town Clerk
Town of Bridgton

RETURN

Cumberland County, ss.

State of Maine

I certify that I have posted an attested copy of the proposed ordinance entitled "Amendments to and Consolidation of Certain Town of Bridgton Land Use Ordinances" at

being conspicuous public places within the Town of Bridgton on _____, 2021, which is at least seven (7) days next prior to the date of the November 2, 2021 referendum election.

Laurie Chadbourne, Town Clerk
Town of Bridgton

TOWN OF BRIDGTON, MAINE

3 Chase Street, Suite 1, Bridgton, ME 04009

Application/Agreement to Use Bridgton Park and/or Property

Please fill out and return

INFORMATION ABOUT APPLICANT & LOCAL CONTACT PERSON

Applicant's Name: WREATHS ACROSS AMERICA Tel # 757-761-5110 e-mail dqueeney@wreathsacrossamerica.org
Applicant's Mailing Address: 4 Point St., Columbia Falls, ME 04623
Local Contact Name: Sherry Edwards* Tel # 207-935-1076 e-mail Lake Region DAK@gmail.com
Local Contact Mailing Address: P.O. Box 74, Lovell, ME 04651
Other Contact Information: DON QUEENEY - Director of Mobile Education

INFORMATION ABOUT PROPOSED EVENT

Place of Event: Depot St. Parking Lot Date of Event: 9/16/01 Hours of Event: 10am - 4pm
Type of Event: Education + Awareness of WAA Number of Participants: unknown**
Structures (tents, chairs, etc.) 48' TRAILER 1,500 sq ft
Food and Beverages to be served: Not by WAA/DAR
Entertainment: None by WAA/DAR
Signage None by WAA/DAR will place 3 signs (A-frame) at Depot St + RD 302 + Main, Main St (both intersections)
Provisions for Cleanup/Litter: DAR will ensure that the area is clean before departing and that signs are removed.
Provisions for Parking: Participants will park in vacant spaces in lot.

ADDITIONAL INFORMATION REQUIRED

Certificate of Liability Insurance: Submitted in under separate file
Insurance Agent/Company United Insurance Bangor, 896 Hammond St. Bangor ME 04401
Additional Information to Applicant _____

* Chapter Regent
Molly Ockett Chapter NSDAR
located in Bridgton, Maine

** We will invite school
students from Stevens
Brook School to
walk through the exhibit.

Important Notice: *To the best of my knowledge, all of the information submitted with this application is correct. I have very carefully read the attached rules and regulations and hereby agree to accept and abide by all the rules and regulations governing the rental and/or use of Town Owned Parks and/or Properties.*

Applicant/User Signature Don Queney WAA Date: 8/12/21

Returned with this Application:

- Sherry Edwards Molly Ockett Chapter NSDAC*
1. Copy of Certificate of Liability Insurance _____
 2. Check for Rental Fee(s), if applicable, in the amount of \$ N/A
 3. Check for Damage/Security Deposit (refundable) in the amount of \$ N/A

PERMISSION IS GRANTED FOR THE ABOVE NAMED APPLICANT TO HOLD THE ABOVE NAMED EVENT AT THE SPECIFIED PLACE ON THE ABOVE NAMED DATE.

Town Clerk Signature: _____ Date: _____

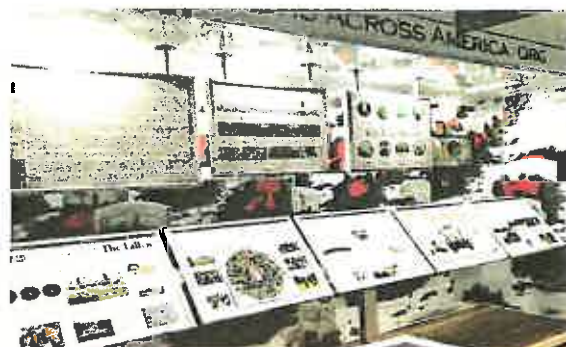
Contact Person: Laurie L. Chadbourne, Town Clerk, Town of Bridgton, 3 Chase Street, Suite 1, Bridgton, ME 04009
Tel. 207-647-8786 Fax 207-647-8789 e-mail townclerk@bridgtonmaine.org

ATTRIBUTES



Theater

- Seats up to 20 guests for visual presentations
- With COVID restrictions MEE is limited to 10 guests



Storyboards and Visual

- Highlighting the mission, growth and programs that have grown due to the wreath-laying events



Exterior Visual Displays

- Two exterior televisions to accommodate larger additional displays



Interactive Computers

- Allows guests to sponsor wreaths
- Search for participating location
- Sign up to be a part of the Honor Fleet



Merchandise Sales



WAA Ambassadors

- Staff conduct free tours

SPECIFICATIONS

1,500 ft² of mostly
level, hard surface

30-amp AC power,
or the approval to
run generator

NOT necessary-
Water &
Sanitation

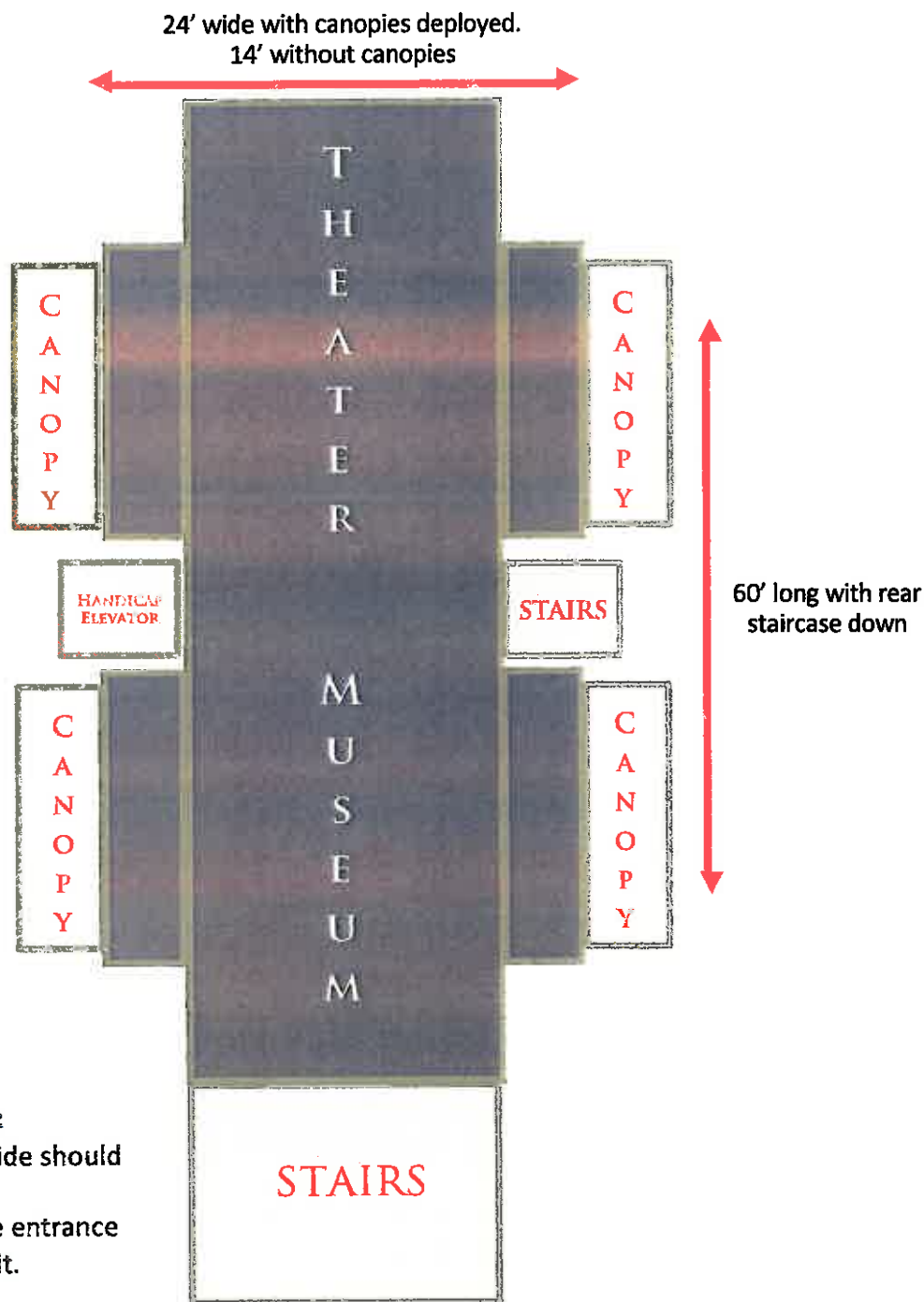
Handicapped
accessible



3/25/21



FOOTPRINT



Step Up Positioning:

- Passenger/Curb side should face public.
- Rear doors can be entrance with side door exit.

For Space Constraints

- Canopies are retractable and do not need to be deployed.
- Staircase(s) do not need to be deployed.
- Tow vehicle can stay connected or disconnect if space is an issue.

3/25/21

CERTIFICATE OF COMMITMENT OF SEWER USER RATES
COMMITMENT #254

August 2021
Route 1

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

Attached is a true list of the sewer rates established by us pursuant to 30-M.R.S. § 3406 for those properties, units and structures on **Route 1**, required by local and State Law to pay a sewer rate to the municipality, for the **period beginning 1 May 2021 and ending 31 July 2021**. This list is comprised of 2 pages which are attached to this certificate.

The date on which the rates included in this list are **due and payable is 25 September, 2021**. You are hereby required to collect from each person named in the attached list, his or her respective amount as indicated in the list; **the sum-total being \$ 8,511.66**. You are hereby required to charge interest at a rate of 6.0% per annum on any unpaid account balance. You are hereby authorized to collect these rates and any accrued interest by any means legally available to you under State Law.

Given under our hands this **24th day of August 2021**.

Glenn R. Zaidman

Carmen Lone

G. Frederick Packard

Paul Tworog

Robert McHatton, Sr.

Billing Edit Report

Seq	Previous	Current	Cons	Water	Sewer	Total	Acct	Name	Location
Book #	1								
*1	1482500	1487900	5400	0.00	1,472.86	1,472.86	198	HILL STREET TERRACE HOUSING CORPORATION 0014-0077	42 WAYSIDE AVE.
*2	12200	12300	100	0.00	102.29	102.29	206	WHERE ITS AT LLC 0023-0019	4 NULTY ST.
*3	29100	29300	200	0.00	105.78	105.78	207	BRIDGTON PUBLIC LIBRARY 0023-0145	1 CHURCH ST.
*4	128100	131100	3000	0.00	993.90	993.90	208	HAYES JR., ALLEN S 0023-0015	112 MAIN ST.
*5	24610	25500	890	0.00	327.46	327.46	209	HEBB, HENRY; ETAL 0023-0146	109 MAIN ST.
*6	241000	248200	7200	0.00	350.08	350.08	210	HAYES JR., ALLEN S 0023-0014	118 MAIN ST.
*7	175900	183100	7200	0.00	745.28	745.28	211	108 MAIN STREET, LLC 0023-0012	108 MAIN ST.
*8	0	0	0	0.00	197.60	197.60	9683	N.F.I. North, Inc.	7 Nulty Street
*9	235600	239000	3400	0.00	711.46	711.46	213	BROWN, C N 0022-0094	93 MAIN ST.
*10	25940	29830	3890	0.00	1,321.36	1,321.36	217	CHALMERS BROTHERS, LLC 0022-0092	88 MAIN ST.
*11	3000	3100	100	0.00	201.09	201.09	219	EVERGREEN, JUDITH A 0022-0096	63 MAIN ST.
*13	35987	37215	1228	0.00	438.06	438.06	220	WILE, TIMOTHY S 0022-0090	76 MAIN ST.
*14	77400	78000	600	0.00	218.54	218.54	785	C & P NEW HORIZONS, LLC 0022-0091	82 MAIN ST.
*15	7585	7585	0	0.00	98.80	98.80	221	EVERGREEN, JUDITH A 0022-0097	59 MAIN ST.
*16	175500	179200	3700	0.00	1,018.33	1,018.33	225	LAKE VIEW SUITES, LLC 0022-0099	2 WALKER ST.
*17	37000	37140	140	0.00	103.69	103.69	4091	ELEVATION SUSHI AND TACOS, LLC 0023-0147	103 MAIN ST.
*18	13220	13400	180	0.00	105.08	105.08	4092	THE CARRY ALL CORNER, LLC 0023-0147	103 MAIN ST.
Book 1 Total:				0.00	8,511.66	8,511.66			
Total:				0.00	8,511.66	8,511.66			

Consumption Report

- - - - Sewer - - - -

Book	SEWER	RESRV	EDU	4	5	6	7	8	9	Total
1	37,228	0	0	0	0	0	0	0	0	37,228
Total:	37,228	0	0	0	0	0	0	0	0	37,228

Billing Edit Report

Calculation Summary Report

<u>Water</u>		<u>Sewer</u>	
Override	0.00	Override	0.00
Flat	0.00	Flat	0.00
Units	0.00	Units	7,212.40
Consumption	0.00	Consumption	1,299.26
Miscellaneous	0.00	Miscellaneous	0.00
Adjustments	0.00	Adjustments	0.00
Tax	0.00	Tax	0.00
Total	0.00	Total	8,511.66

User Category Summary

Category	<u>Water</u>			Category	<u>Sewer</u>		
	Count	Cons	Amount		Count	Cons	Amount
				1 SEWER METER	17	37228	8,511.66



MEMORANDUM

TOWN OF BRIDGTON Assessing Office

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

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

Tax Year	Type	Account #	Map/Lot	Owner	Abated Value	Abated Tax	Reason
2021	RE	1918	14-0-21-0	411 Highland Road LLC	47,303	\$700.09	The buildings were demolished prior to 4/1/2021.
2021	RE	4274	49-0-26-0	Bobzien, William F & Ann F	450,221	\$6,663.27	Supplement to Hazen Landing.
2021	RE	2116	15-0-17-0	Bridgton Marina Inc.	16,000	\$236.80	The Site Improvement value was removed.
2021	RE	2823	21-0-8-0	Cooper, Mark J & Louis C	21,125	\$357.05	The lot size was adjusted from 114.25 to 66 acres.
2021	RE	4247	48-16-7-0	Hazen Landing LLC	141,866	\$2,099.62	Supplement to Conlon.
2021	RE	2694	19-0-16D-0	Jones, Webster N	24,220	\$358.46	The lot does not exist.
2021	RE	795	6-32-4-0	LaPointe, George J III & Jacqueline A	244,967	\$3,625.51	Supplement to Kirk.
2021	RE	5357	9-3-4-0	Lemery, Brian D & Karen L	22,500	\$333.00	The Homestead Exemption was missed in the original commitment.
2021	RE	2324	17-0-9E-0	Linderman, Sharon & Sheila, Rathbun, Brian, Kelly & Susan	45,097	\$667.44	The building was burned before 4/1/2021.
2021	RE	2163	15-0-31A-0	Morrisseau, William L & Ann F	3,073	\$45.48	The buildings were demolished prior to 4/1/2021.
2021	RE	1938	14-0-44-0	Richards, Daniel D & Roseana D	650	\$9.62	Supplement to ACD Partners.
2021	RE	1314	10-0-13-0	Ruel, Ronald & Ann	288,948	\$4,276.43	The property was subdivided into 2 accounts.
2021	RE	5725	18-0-35A-0	Sosa, Miguel A	21,358	\$316.10	The building is not on this lot.
2021	RE	1044	8-0-36A-0	Turner, Daniel S	7,490	\$110.85	The original tax bill missed the recent Tree Growth application.
2021	RE	4980	13A-0-19-0	Wolf, Henry B	12,260	\$181.45	Supplement to Phillips.
2021	RE	5663	13A-0-22-0	Wolf, Henry B	12,560	\$185.89	Supplement to Phillips.
2021	RE	5492	6-0-34A-0	Zorn Family Revocable Trust	2,520	\$37.74	Supplement to Zorn.
2020	RE	5940	6-19-13A-0	Dillman, Earl	20,291	\$303.35	The lot does not exist.
2021	PP	472	PP 472	Baldwin, Neil	4,990	\$73.85	The account is uncollectable.
2020	PP	472	PP 472	Baldwin, Neil	5,490	\$82.08	The account is uncollectable.
2019	PP	472	PP 472	Baldwin, Neil	5,490	\$82.35	The account is uncollectable.
2018	PP	472	PP 472	Baldwin, Neil	5,490	\$81.25	The account is uncollectable.

2017	PP	472	PP 472	Baldwin, Neil		5,490	\$84.00	The account is uncollectable.
2016	PP	472	PP 472	Baldwin, Neil		5,490	\$81.53	The account is uncollectable.
2015	PP	472	PP 472	Baldwin, Neil		5,490	\$75.49	The account is uncollectable.
2014	PP	472	PP 472	Baldwin, Neil		3,006	\$42.26	The account is uncollectable.
					Totals	1,426,416	\$21,110.94	

The attached list of tax abatements are approved by the Bridgton Assessors/Selectmen on August 24, 2021.

Carmen E. Lone, Chairman

Paul A. Tworog

Glenn R. Zaidman, Vice Chairman

G. Frederick Packard

Robert J. McHatton Sr

SUPPLEMENTAL TAX CERTIFICATE

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

We, the undersigned, Assessors of the Municipality of Bridgton, hereby certify that the foregoing list of estates and assessments thereon, recorded in page 1 through 1 of this book, were either invalid, void or omitted by mistake from our original invoice and valuation and list of assessments dated the 24th day of August, 2021, that these lists are supplemental to the aforesaid original invoice, valuation and list of assessments dated the 24th day of August, 2021, and are made by virtue of Title 36, Section 713, as amended.

Given under our hands this 24th day of August, 2021.

MUNICIPAL ASSESSOR(S)

Carmen E. Lone, Chairman

Glenn R. Zaidman, Vice Chairman

Paul A. Tworog

G. Frederick Packard

Robert J. McHattan Sr.

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

SUPPLEMENTAL TAX WARRANT

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

County of Cumberland

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

GREETINGS:

Hereby are committed to you a true list of the assessments of the estates of the persons hereinafter named. You are hereby directed to levy and collect each of the persons named in said list his respective portion, therein set down, of the sum of: **Eighteen thousand five hundred sixty nine dollars and fifty seven cents (\$18,569.57)**, it being the amount of said list; and all powers of the previous warrant for the collection of taxes issued by us to you and dated 24th day of August, 2021 are extended thereto; and we do hereby certify that the list of assessments of the estates of the persons named in said list is a supplemental assessment laid by virtue of Title 36, Section 713, as amended and the assessments and estates thereon as set forth in said list were either invalid, void or omitted by mistake from the original list committed unto you under our warrant dated 24th day of August, 2021.

Given under our hands this 24th day of August, 2021.

MUNICIPAL ASSESSOR(S)

Carmen E. Lone, Chairman

Glenn R. Zaidman, Vice Chairman

Paul A. Tworog

G. Frederick Packard

Robert J. McHattan Sr.

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

Town of Brighton 8-24-2021 Supplemental Commitment

account	map/lot	owner/1	new land	new building	new exempt	new real net	new real tax	Reason	Sup #
RE 6000	43-0-30-0	AC/D Partners	\$15,000	\$0	\$0	\$15,000	\$222.00	Omitted from commitment	2021-1
RE 4247	48-16-7-0	Conlon, Michael E & Suzanne M. Tenal	\$95,332	\$46,534	\$0	\$141,866	\$2,099.62	The original tax bill was sent to the wrong owner.	2021-2
RE 5999	10-0-13A-0	Forzetting, Sophia J	\$75,000	\$98,083	\$0	\$173,083	\$2,561.63	This property was subdivided into 2 accounts.	2021-3
RE 4274	49-0-26-0	Hazen Landing LLC	\$259,200	\$191,021	\$0	\$450,221	\$6,663.27	The original tax bill was sent to the wrong owner.	2021-4
RE 793	6-32-2-0	Kirk, Gary J	\$36,060	\$223,024	\$0	\$259,084	\$3,834.44	The building was assessed on the wrong lot.	2021-5
RE 4980	13A-0-19-0	Phillips, Mitchell Z & Danielle M	\$12,260	\$0	\$0	\$12,260	\$181.45	The original tax bill was sent to the wrong owner.	2021-6
RE 5663	13A-0-22-0	Phillips, Mitchell Z & Danielle M	\$12,560	\$0	\$0	\$12,560	\$185.89	The original tax bill was sent to the wrong owner.	2021-7
RE 1314	10-0-13B-0	Ruel, Ronald & Ann	\$75,000	\$82,427	\$0	\$157,427	\$2,329.92	This property was subdivided into 2 accounts.	2021-8
RE 5998	6-0-34B-0	Zorn, Christopher C	\$33,200	\$0	\$0	\$33,200	\$491.36	Omitted from commitment	2021-9
Totals						\$1,254,701	\$18,569.57		