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

## BRIDGTON BOARD OF SELECTMEN'S MEETING AGENDA

DATE: Tuesday, August 10, 2021

TIME: 5:00 P.M.

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

- 1. Call to Order
- 2. <u>Pledge of Allegiance</u>
- 3. <u>Approval of Minutes</u>
  - a. July 27, 2021
- 4. Public Comments on Non-Agenda Items (Each speaker may be limited to 3 minutes.)
- 5. <u>Committee/Liaison Reports</u>
- 6. <u>Correspondence, Presentations and Other Pertinent Information</u>
  - a. Lease Assignment (Laundromat)
  - b. Discussion of Virtual Board Meetings
  - c. Review of Ordinance Consolidation Costs
- 7. New Business
  - a. Awards and Other Administrative Recommendations
  - b. Permits/Documents Requiring Board Approval
    - 1. Victualer's License to Nouria Energy Retail, Inc. (443 Portland Road)
    - 2. Request for Use of Town Owned Property; Maine Eco Homes/Justin McIver
  - c. Selectmen's Concerns
  - d. Town Manager's Report/Deputy Town Manager's Report
- 8. Old Business (Board of Selectmen Discussion Only)
  - a. Wastewater Status Update
  - b. Streetscape: Upper and Lower Main Street Status Update
- 9. Treasurer's Warrants
- 10. Public Comments on Non-Agenda Items (Each speaker may be limited to 3 minutes.)
- 11. <u>Dates for the Next Board of Selectmen's Meetings</u> August 24, 2021

September 14, 2021

12. Adjourn

Future Agenda Items:

1. Workshop for Review of Committees

## Town Manager's Notes Board of Selectmen's Meeting August 10, 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.

#### 5. Approval of Minutes

a. July 27, 2021

Suggested motion: Move to approve the July 27th Meeting Minutes.

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

a. Pursuant to Article X. <u>Assignment of Lease</u> 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. Please see a copy of the request and the current lease in your binder. The proposed lease will be available Monday and will be provided the Board at the meeting.

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

b. 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 he	earing for th	e Town of Bridgton	Virtual
Board Meeting Policy on		at		

c. The Community Development Director has provided a spreadsheet detailing the legal costs to date for the Ordinance Consolidation project.

#### 9. New Business

- a. Awards and Other Administrative Recommendations
- b. Permits/Documents Requiring Board Approval
  - 1. Nouria Energy Retail, Inc. has applied for a Victualer's License renewal. Suggested motion: Move to approve a Victualer's License for the Nouria Energy Retail, Inc.
  - 2. Maine Eco Homes/Justin McIver is requesting use the Town parking lot behind his property. Please see his application and the Town's policy in your binder.

**Suggested motion:** Move to approve Maine Eco Homes/Justin McIver's request for use of Town property.

#### 10. Old Business

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

Board of Selectmen's Meeting Minutes July 27, 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: Town Manager Robert Peabody; Deputy Town Manager Georgiann Fleck;

Town Clerk Laurie Chadbourne; Community Development Director Linda LaCroix

**Recreation Director Gary Colello** 

#### 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 13, 2021

**Motion** was made by Vice-Chairman Zaidman for approval of the July 13, 2021, Board Meeting Minutes; second from Selectman Packard. 5 approve/0 oppose

## 4. Public Comments on Non-Agenda Items

Community Development Director Linda LaCroix reported that University of Maine Student Eva Thornton will be working in the Community Development Office and introduced Ms. Thornton to the Board.

#### 5. Committee/Liaison Reports

Ordinance Review Committee Member Glen Rudin requested a workshop session to review suggested amendments to the Curfew Ordinance and Animal Control Ordinance to which the Board opted to add to a future meeting agenda.

## 6. Correspondence, Presentations and Other Pertinent Information

a. Presentation of Concept Plan for the Re-Development of the Memorial School; Bridgton Economic Development Corp

The Bridgton Economic Development Board Members are Jim Chalmers, Mark Lopez, Peter Lowell, and George Szok. Peter Lowell, Jim Chalmers, and Mark Lopez were present. Mr. Lowell reported that the Bridgton Economic Development Corporation is resuming its efforts to pursue the creation of a multi-use regional, activity center at the Memorial School property on Depot Street. The corporation has developed a concept plan which might include a conference center, kitchen, bathrooms, multi-purpose rooms, a railroad museum, offices, a field house or gymnasium, locker rooms, a climbing wall, a pool, community space for such uses as a food pantry or pre-K, and parking. The project would interface with the Magic Lantern 4-H project, the Bridgton Community Center, and Pondicherry Park to enhance the cultural features of Depot Street and expand its regional resources and attractions. The impetus is to create a center that is funded and supported without reliance on tax revenues utilizing property currently owned by SAD 61. District policy places restrictions on the types of uses that could be conducted on the property should it be transferred. The school board requires the future use of the property be civic, educational, and/or recreational. The corporation's concept incorporates all three aspects. SAD 61 Superintendent, Al Smith, and the district's facilities committee have been continually consulted and are very supportive of the concept. Bridgton's Director of Recreation and Community Development Director, along with community partners and user groups have been involved in helping to

develop the concept – a two-year process. The BEDC is looking for the June 2022 town meeting as a target date for transfer of the property to the town and town approval of transfer to BEDC for project commencement. This is the process that must take place before final design, work or significant fundraising can begin. A concept plan (see attached) has been submitted but the final design is a long way off and will follow a full vetting process. The concept simply shows what might be possible. SAD 61 will transfer the property to the town ONLY for enhancement of community education, culture, and recreation. It cannot be sold to offset taxes. The center is being designed to be self-supporting with no reliance on municipal tax revenues. The BEDC was formed to create a public-private partnership to provide a legal entity that could apply for and receive grants. The existing building will be razed or re-purposed based on economic and architectural findings. Asbestos removal will be required regardless of the fate of the building. A professional abatement estimate was received in 2020 for \$160-190,000. Design is being driven through needs as defined by user groups, municipal officials, and community partners. The center is being developed to complement and enrich downtown development and the Depot Street area. There is no firm plan, but a first step will be to hire a specialized architect for concept design and eventual final design.

**Motion** was made by Selectman McHatton to set up a meeting with the Superintendent Al Smith, Chairman Lone, Vice-Chairman Zaidman, Peter Lowell and Jim Chalmers; second from Selectman Packard. Discussion ensued. 3 approve/2 oppose (Lone and Tworog were opposed)

Community Development Director Linda LaCroix suggested that the Board consider other entities that have expressed interest in the land.

#### 7. New Business

- a. Awards and Other Administrative Recommendations
  - 1. New Road Name, Timshel Road (Map 2, Lot 37-2); E-911 Addressing Officer

**Motion** was made by Vice-Chairman Zaidman to approve Timshel Road for the private road sited on Map 2, Lot 37-2; second from Selectman Packard. 5 approve/0 oppose

2. Woodard and Curran Bridgton Sewer Extension – Preliminary Engineering Report (PER) and Environmental Review (ER); Brent Bridges, P.E.

Town Manager Peabody reported that the Town submitted earmark requests to Senators King and Collins for three extensions to the sewer system currently under construction: specifically, Route 302 from Creamery Street to Route 93, 400' on South High Street, and along Sustainable Way to the Mount Henry Subdivision. Application, if approved, will be also made to the USDA Rural Development and the Economic Development Agency for both grants and funding. Application to the Agencies require a Preliminary Engineering Report (PER) and an Environment Review (ER). The cost estimate submitted by Woodard & Curran for the scope of work is a lump sum of \$20,000. It is suggested that the funding come from the Sewer Department Unrestricted Fund Balance. Please refer to the paperwork in your binder.

Brent Bridges, P.E. reviewed Work Order #5. **Motion** was made by Vice-Chairman Zaidman to approve Woodard & Curran Work Order #5 for a lump sum fee of \$20,000 with the funds to come from the Sewer Department Unrestricted Fund Balance; second from Selectman Packard. 5 approve/0 oppose

3. Disposal of Tax Acquired Property; Deputy Town Manager

Executive Secretary Nikki Hamlin provided the Board with a list of tax acquired properties to put out to bid pursuant to Article 24 Town Meeting Warrant (June 8, 2021). The information included copies of the bid

notice and complete bid packages. Discussion ensued. **Motion** was made by Selectman Tworog to list the properties, except for the property on Main Street, and to extend the deadline to September 14<sup>th</sup>; second from Selectman McHatton. 4 approve/1 oppose (Zaidman was opposed)

4. Jumpstart Bridgton Business; Community Development Director

Community Development Director LaCroix presented to the Board a request to re-start the Micro-Loan Program. Consensus of the Board was to allow her to continue to develop the plan.

## 5. Adoption of Domestic Partner Coverage

Town Manager Peabody reported that the current Personnel Policy recognizes domestic partners, but the MMEHT requires a formal vote by the Board beyond your approval of the Policy. **Motion** was made by Selectman Tworog to adopt Domestic Partner Coverage and the revision to the Town's Personnel Policy; second from Selectman McHatton. 5 approve/0 oppose

- b. Permits/Documents Requiring Board Approval
  - 1. MMA Annual Election Vice-President and Executive Committee Members

Motion was made by Selectman Tworog to approve the slate of officers proposed by the MMA Nominating Committee; second from Selectman Packard. 5 approve/0 oppose

- 2. Marijuana Establishment License Applications
  - a. Medical Marijuana Registered Dispensary to Wellrick, Inc. at 152 Portland Rd
  - b. Adult Use Marijuana Cultivation Facility to Wellrick, Inc. at 152 Portland Rd
  - c. Adult Use Marijuana Store to Wellrick, Inc. at 152 Portland Rd

Motion was made by Selectman McHatton for approval of the Medical Marijuana Registered Dispensary License to Wellrick, Inc., and the Adult Use Marijuana Cultivation Facility License to Wellrick, Inc. and the Adult Use Marijuana Store License to Wellrick, Inc.; second from Selectman Packard.

5 approve/0 oppose

3. Victualer's License to Standard Gastropub (233 Main Street)

**Motion** was made by Selectman McHatton for approval of the Victualer's License to Standard Gastropub; second from Selectman McHatton. 5 approve/0 oppose

4. Certificate of Commitment of Sewer User Rates Commitment #253

**Motion** was made by Selectman Packard for approval of the Certificate of Commitment of Sewer Rates Commitment #253 comprising of 2 pages totaling \$2,774.21 to the Treasurer for collection; second from Selectman McHatton. 5 approve/0 oppose

- c. Selectmen's Concerns
- Selectman Packard suggested paving and painting the sidewalks instead of repairing to save money in the long term.
- Selectman Tworog asked for a status update on the Oak Street sidewalk to which Community Development Director LaCroix responded that she will be meeting with the Town Manager regarding this issue.
- Selectman Tworog asked for an update on the court negotiations to which Town Manager Peabody responded that it is pending his formal response.
- Selectman Tworog requested that the Board discuss remote public participation of meetings at the next meeting.

- Selectman Tworog requested that discussion of a video surveillance policy be discussed at the next meeting.
- Vice-Chairman Zaidman had no concerns.
- Selectman McHatton requested the total cost for the ordinance consolidation project be added to the next agenda for Board review and discussion. Discussion ensued regarding the process and legal costs.
- Chairman Lone had no concerns.
  - d. Town Manager's Report/Deputy Town Manager's Report
    Deputy Town Manager Fleck read the following report into the record:

<u>General:</u> 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.

<u>Public Works Department</u>: \_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 19<sup>th</sup>. 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 10<sup>th</sup> 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-5<sup>th</sup> 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

<u>Health Officer</u>: 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 898<sup>th</sup> 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

Town Manager Peabody provided a brief wastewater status update.

b. Streetscape: Upper and Lower Main Street Status Update
Town Manager Peabody provided a brief upper and lower Main Street status update.

c. Request to Purchase Town Owned Property on Kendall Ham Drive

**Motion** was made by Selectman Packard to take this item off the table; second from Selectman Tworog. 5 approve/0 oppose **Motion** was made by Selectman Tworog to declare a portion of Map 54, Lot 10 as surplus property to be placed out to bid; second from Selectman Packard. 5 approve/0 oppose

#### 9. Treasurer's Warrants

**Motion** was made by Selectman Tworog to approve Treasurer's Warrants numbered 174, 2, 3, 4, 5 and 6; second from Vice-Chairman Zaidman. 5 approve/0 oppose

## 10. Public Comments on Non-Agenda Items

Community Development Director Linda LaCroix provided an update on the upper Main Street Parking lot noting that final paving is scheduled for tomorrow.

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

August 10, 2021, and August 24, 2021

#### 12. Adjourn

**Motion** was made by Selectman Packard to adjourn the meeting at 8:00 P.M.; second from Selectman Tworog. 5 approve/0 oppose

Respectfully submitted,

Laurie L. Chadbourne, Town Clerk 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



## Laurie Chadbourne

From:

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

Sent:

Wednesday, August 4, 2021 11:51 AM

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

Yes, I should be able to do that. I will aim to get you all a draft on Monday afternoon if that timeline works.

## Agnieszka A. (Pinette) Dixon

Attorney

207.253.0532 Direct | 207.713.6824 Cell <u>ADixon@dwmlaw.com</u>

84 Marginal Way, Suite 600, Portland, ME 04101 800.727.1941 | 207.772.3627 Fax | dwmlaw.com



ATTORNEYS AT LAW

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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 <gmfleck@bridgtonmaine.org>; Nikki Hamlin <nhamlin@bridgtonmaine.org>; Laurie Chadbourne <lchadbourne@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

## 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 continue to be exclusively used as a laundromat. Lessor retains all subsurface rights in and to the leased premises as well as all 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, bessee shall be permitted, at its option, to renew this Lease for provided, each such period not to exceed five years; apply if Lessee is in default of any provision of this Article shall not security obligations between Lessor and Lessee or if Lessee is not alternative premises used by the Lessee as a laundromat. The right to exercised by Lessee providing Lessor with written notice of such 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 completion thereof, Lessee shall pay Lessor's costs for making such operation and maintenance and shall make those records available to 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 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 injury to or death of one person, One Million Dollars (\$500,000.00) for injury to or death of more than one person in any single accident (\$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 Lessor ten (10) days prior written notice. Lessor shall be provided 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 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 Untied 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 reentry 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 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 Untied 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: Its Town Manager as authorized by

vote of the Board of Selectmen on 10/21/97

LESSEE:

NORGETOWN

Its Avesident

Street, dated 9/5/97, #197-53 by Sawyer Engineering, 2 Elm Street, Bridgton, Maine. Full 0100 /cos NORTH EDGE OF RIGHT- OF WAY FORMER BRIDGTON & SACO RIVER R.R. Plan in File,) CENTER LINE FORMER BRIDGTON & SACO RIVER RAIL ROAD R=954.6 TREE LINE APPROX SDG位 ファイマン・シャイン・ 588 9 R=921.6 FORMER BRIDGTON & SACO RIVER RAIL ROAD PROPERTY 42789, 2 S.F. 0.98 Ac Ĭ. 188.6 VENT PIPE 276.0 NE RICHARD & KAY TOWN OF BRIDGTON 6550 319 54KES 7435 \ 309 76968.2 S.F. 1.77 Ac. SEWER -N/F WESLEY GORMAN 9197\285 NE NANCY K, HUNT 3206\ 67

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

800x6550PHR 319

# 84-3248

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

#### WARRANTY DEED

Maire. Dear married; and ROWENA W. JOHNSON, being married, of married. Cumberland County, Maine; and MARK P. BATCHELDER, being EICHLES. Leing unmarried. of North Fryeburg, Oxford County, Maire: Leing unmarried. of North Fryeburg, Oxford County, INHABITADIS OF THE TOWN OF BRIDGTON, a Body Corporate of CONVENANTS a certain lot or parcel of land situated in the town part of lot numbered eight (8) in the fourteenth (14th) range, Lonald E. Palmer by Harriet L. Noyes by her deed dated August 24, Page 154 and in said deed described as follows:

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

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

#### 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 Bridgion 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-ofway 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 Grantons recorded in Cumberland County Registry of Deeds, Book 6118 Page 133; thence northerly along land of Town of Bridgion to Stevens Brook; thence westerly along Stevens Brook to the point of

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

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.

Public

State of Maine, Cumberland ss.

Personally appeared the aboved named person(signal acknowledged the above instrument to be his free act and deed in his capacity, and the free attend deed according

Before me,

WESTLEY H. FOYE MOTARY PUBLIC, MAINE MY COMMISSION EXPIRES JANUARY 12, 1888

#### LEASE

This Lease is made and entered into as of this 31st day of December, 1981, 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 CANER; 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 CANER and all others to whom CANER has or may hereafter grant rights, to use the common areas as designated from time to time by CANER subject to such reasonable rules and regulations as CANER 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. CANER 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) CWNER 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 I ase shall be for 17 years commencing on January 1, 1984 and terminating on December 31, 2000, both dates inclusive, unless sconer terminated as herein provided.

11

- 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.
- (E) 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 \$8,823.00 in equal monthly payments of \$735.00.
- (D) From January 1, 1987 to December 31, 1987, the annual sum of 59,240.00 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 Decumber 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 diminshed 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 GOVELNMENTAL 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 Bridgeon concerning subsurface sewage disposal (c.f. Town of Bridgton (Plaintiff) vs. Lois Stevens -Mainestay 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: TEMANT agrees, at its sole cost and expense, through counsel of its choice, to vigorously defend CMNER'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. TEMANT'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 CMMER'S counsel to monitor the proceedings; (b) payment of any fines and penalties that might accrue to CMMER 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
- 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 Loase 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 mortgages, 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 OMMER 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 CMMER'S request, deliver to OMMER 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 TENNANT 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 TENAMI'S business. In determining what constitutes reasonable dispatch, consideration shall be given to delays caused by strikes, adjustment of insurance, and other causes beyond CMNER'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 promated 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 comment downin, this Lease shall terminate and expire on the date of such taking and the monthly rent which TRANNT 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 tomminated, but continues, the rent physible becounder shall be reduced to the proportion that the remaining part of the premises bears to the original entire demised premises leased
- (b) TENANT small have the sight to claim and recover from the conderning authority, such compensation or damages as may be separately swarded 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 requirs, 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. CANER, 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, CMMER may immediately enter to alter, improve, ronovate, 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

#### 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 (00) 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: Mainestay Associates, Inc.

COPY TO: Brian C. Hawkins, Esq.

c/o Lois T. Stevens

Bridgetown Common

RFD #2 Box 26

Bridgton, Maine 04009

Bridgton, Maine 04009

TENANT: Norgetown, Inc.

c/o Mr. & Mrs. William R. Chick COPY TO: David Q. Whittier, Esq.

15 Bennett Street

Market Square

Bridgton, Maine 04009

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 Loase 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 promises, 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 CWNER 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 Daxeds, 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

NORGETOWN, INC. TENANT

-7-

STATE OF MAINE COMMERCAND, SS.

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

Before me,

December 3/, 1983

STATE OF MAINE CUMBERLAND, SS.

AND, ss.

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 NORGEROWN, INC. and the free act and deed of said corporation.

XXXX WE

#### GUARANTY

For value received, and in consideration for, and as an inducement to CMNER making the within Lease with TENANT, the undersigned guarantee to CMNER, CMNER'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 CMNER against TENANT of any of the rights or remedies reserved to CMNER pursuant to the provision of the within Lease.

Signed, sealed, and delivered

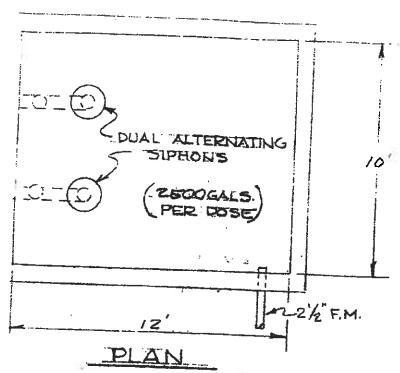
THEIRM R. CHICK

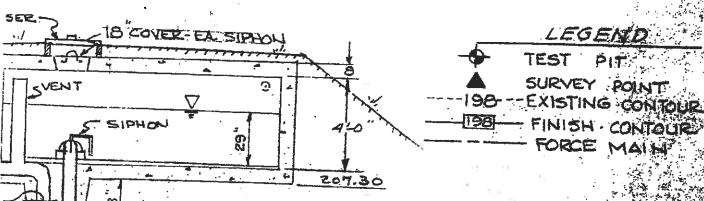
INTH A. CHICK

TENANT

STATE OF MAINE CUMBERLAND, SS.

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





SECTION THRU SIPHON

REVISED	3-15-85	LIST	TANK	-)
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#### 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.

## Remote Board Meetings Now OK'd Permanently

The Legislature has made remote participation in public board meetings permissible on a permanent basis, but only under limited circumstances. PL 2021, c. 290, was enacted as an emergency measure and took effect on June 21, 2021, with the Governor's signature. It adds a new provision (§ 403-B) to Maine's Freedom of Access Act or FOAA (1 M.R.S. §§ 400-414).

Meanwhile, FOAA's temporary provision (§ 403-A) authorizing remote participation in public board meetings during the COVID-19 pandemic remains in effect until July 30, 2021.

Under the new law board members are expected to be physically present for meetings, but may attend board meetings via remote methods of participation in the case of an emergency or urgent issue that requires the board itself to meet remotely, or an illness or temporary absence that causes a board member significant difficulties in traveling to a meeting.

The public must have a meaningful opportunity to attend via remote methods when board members participate via remote methods. If public input is allowed or required at a meeting, an effective means of communication between the board and the public must also be provided. A board must provide a location where members of the public may attend in person. A board may not limit public attendance to remote methods only except in case of an emergency that requires the board itself to meet remotely.

Remote methods include telephonic or video technology allowing simultaneous reception of information and also permits other means necessary to accommodate disabled persons. But remote participation cannot be by text-only means such as e-mail, text messages, or chat functions

To enable remote participation, a board must first, after public notice and hearing, adopt a written policy governing remote participation by board members and the public that contains the limitations noted above.

Notice of all board meetings is required as usual (see § 406). When the public may attend via remote methods, notice must include the means by which the public may access the meeting remotely, and a location for the public to attend in person (except in case of an emergency).

A board must make all documents and materials to be considered by the board available, electronically or otherwise, to the public who attend remotely to the same extent customarily available to the public who attend in person, provided no additional costs are incurred by the board.

All votes during a board meeting using remote methods must be by roll call vote that can be seen and heard if using video technology, or heard if using audio technology only, by other board members and the public. A board member who participates remotely is considered present for purposes of a quorum and voting.

Remote participation is not permitted for town meetings or regional school unit budget meetings.

As we noted above, FOAA's temporary provision authorizing remote board meetings
which does not require adoption of a local policy, remains in effect until July 30, 2021 (see §
403-A). After that date, boards are not authorized to permit remote participation without first
adopting a written policy in compliance with the new law (see § 403-B). For a sample remote
narticination policy see this link: (By R.P.F.)
participation policy, see this link:(By R.P.F.)

## 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 <u>amfleck@bridgtonmaine.org</u> 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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Any unauthorized review, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message. Thank you.

# TOWN OF BRIDGTON Board of Selectmen

#### REMOTE PARTICIPATION POLICY

## Section I. Purpose

Maine law, 1 M.R.S. § 403-B, allows members of public bodies, in limited circumstances, to participate remotely in public meetings. While all members of the Town's public body should endeavor to attend meetings in person, the law seeks to promote greater participation in government meetings by allowing members to participate remotely when physical attendance is not practicable.

#### Section II. Acceptable Methods of Remote Participation

- 1. Remote methods of participation may include telephone, internet, or satellite-enabled audio or video technology allowing simultaneous reception of information and may include other means necessary to accommodate disabled persons.
- 2. Remote participation shall not be by text-only means such as e-mail, text messages, or chat functions.
- 3. Any other technology that enables the remote participant and all other persons present at the meeting location to be clearly audible and, if possible, clearly visible to all persons present at the meeting location.
- 4. The body shall determine which of the acceptable methods may be used by its members.
- 5. If technical difficulties arise as a result of utilizing remote participation, then the Chair or presiding member should suspend discussion while reasonable efforts are made to correct any problem that interferes with the remote participant's ability to hear or be heard clearly by all persons at the meeting location. If technical difficulties result in a remote participant being disconnected from the meeting, that fact and the time at which the disconnection occurred and subsequent reconnection, if achieved, shall be noted in the meeting minutes. A remote participant who is unable to reconnect shall be noted as absent.

#### Section III. Permissible Reasons for Remote Participation

Members of the body are expected to be physically present for public meetings except when being physically present is not practicable. The chair or presiding member of the body, in consultation with other members, if appropriate and possible, will make a determination that remote methods of participation are necessary. Circumstances in which physical presence for one or more members is not practicable may include, but is not necessarily limited to, the following:

- 1. Illness, other physical condition, or temporary absence of a member that causes a member of the body to face significant difficulty travelling to the meeting location; and
- 2. Such as in the case of the existence of an emergency or urgent issue that requires the body to meet via remote methods.

It is the express desire of the body that remote participation in meetings be an infrequent event, for both individual board members and the Town's public bodies as a whole. The Chair or presiding officer shall interpret this Policy strictly and their decision to allow or not to allow remote participation shall be final and shall not be appealable.

### Section IV. Procedures for Remote Participation

Any member of the body who wishes to participate remotely shall, A member who is unable to attend a meeting in person will notify the chair or presiding officer of the body as far in advance as possible. in as timely a manner as possible under the circumstances at least 24 hours or as soon as reasonably possible prior to the meeting, notify the Chair or presiding officer and staff assigned to support the body of his or her desire to do so and the reasons and facts supporting the request.

- 1. Notice of all meetings will be provided in accordance with 1 M.R.S §406. When the public may attend via remote methods, authorized under law or this policy to attend by remote methods, said notice must include the means by which the public may access the meeting using remote methods and will provide a method for disabled persons to request necessary accommodation to access the meeting. Notice will also identify a location where the public the public to attend in person. The body will not restrict public attendance to remote methods except in the case of an emergency or urgent issue that requires the body to meet using remote methods of attendance.
- 2. Prior to the meeting the chair or presiding member shall make every effort to ensure the equipment is available and functioning properly. If the required equipment is not available, then the Chair or presiding member shall deny the request for remote participation.
- 3. At the start of the meeting the Chair or presiding member shall announce the name of any member who will be participating remotely. This information shall be recorded in the meeting minutes.
- 4. All votes taken during a meeting using remote methods will be by roll call vote that can be seen and heard if using video technology, or heard if using audio technology only, by other members of the body and the public.
- 5. A member of the body who participates remotely for an executive session shall affirm at the start of such session that no other person is present and/or able to hear the discussion at the remote location and that the session is not being remotely recorded by any device.
- 6. A member of the body who participate remotely will be considered present for the purposes of a quorum and voting.

#### Section V. Minimum Requirements for Remote Participation

- 1. Except when an emergency or urgent issue requires the public body to meet by remote means, at a minimum, the person authorized to chair the meeting shall be physically present at the meeting.
- 2. Members of the public must be afforded a meaningful opportunity to attend via remote methods when any member of the body participates via remote methods and reasonable accommodations must be provided when necessary to provide access to individual with disabilities.
- 3. If the body allows or is required to provide an opportunity for public input during the meetings, then an effective means of communication between the members of the body and the public will also be provided.

- 4. The body will make all documents and other materials to be considered by the body available, electronically, or otherwise, to the public who attend by remote methods to the same extend customarily available to the public who attend the meetings of the body in person, as long as no additional costs are incurred by the body.
- 5. Members of the body who participate remotely and all person(s) present at the meeting location shall be clearly seen and heard if using video technology, and clearly heard if using only audio technology, by the other members of the body and the public.
- 6. The public will also be provided an opportunity to attend the meeting in person unless there is an emergency or urgent issue that requires the entire body to meet using remote methods.

This policy is adopted by the Bridgton Board of Selectmen on the following day and will remain in force indefinitely unless amended or rescinded by the Board of Selectmen.

Dated:	Signed:				
	<u> </u>				

# 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: 7/26/2021

#### Dear Select Board,

Attached please find a summary sheet of CDD Legal Expenses for FY 2020-2021 plus June of FY 2021-2022. Also included are the detailed invoices for the Ordinance Consolidation matter. This report was requested by the Town Manager in light of the increasing legal fees related to the Consolidation.

Respectfully, Linda

Bridgton 9:28 AM CDD

Department(s): 014

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				July to J	une 2020-2021		2021			
Trans						Current	- 10			Unexpended
Date	J <u>rnl</u>	Description	Wrnt	Check#	Vendor	Budget	Debits		Credits	Balance
4000 Lean I	Car.					15,000.00	\$0.00		\$0.00	\$15,000.00
4090 - Legal S		CDD AD/LAND USE	0110	106359	00345 - THE BR	-	\$46.00		\$0.00	
2/12/2021	A 0970	•	0000	106359	00345 - THE BR		-\$46.00		\$0.00	
2/12/2021	A 1051	CDD AD/LAND USE	0000	100333		atter Total		\$0.00		
					-			<b>V</b> 0.00	\$0.00	
8/25/2020	A 0173	2020 LAND USE ORD. AMEND	0023	103030	00576 - DRUMM		\$1,029.50		\$0.00	
11/18/2020	A 0563	2020 LAND USE ORD. AMEND	0069	104637	00576 - DRUMM		\$1,044.00			
5/25/2021	A 1429	2020 LAND USE ORD. AMEND	0153	108060	00576 - DRUMN		\$72.50	<u> </u>	\$0.00	
					Subject M	atter Lotai	2020-2021	\$2,146.00		
10/21/2020	A 0411	2020 MARIJUANA LIC ORD.	0054	104092	00576 - DRUMN	OND!	\$841.00		\$0.00	
11/18/2020	A 0563	2020 MARIJUANA LIC. ORD.	0069	104637	00576 - DRUMN	OND	\$565.50		\$0.00	
11/18/2020	A 0563	2020 MARIJUANA LIC. ORD.	0069	104637	00576 - DRUMN	OND	\$1,479.00		\$0.00	
3/23/2021	A 1171	2020 MARIJUANA LIC ORD.	0126	105703	00576 - DRUMN	10ND	\$297.00		\$0.00	
5/4/2021	A 1311	2020 MARIJUANA LIC. ORD.	0146	107684	00576 - DRUMN	OND	\$940.50		\$0.00	
5/25/2021	A 1429	2020 MARIJUANA LIC. ORD.	0153	108060	00576 - DRUMN		\$33.00		\$0.00	
		<del></del>			Subject M	latter Total	2020-2021	\$4,156.00		
8/25/2020	A 0173	2020 ORDINANCE CON. AAD	0023	103030	00576 - DRUMN	4OND	\$217.50		\$0.00	
11/18/2020	A 0563	2020 ORDINANCE CONS.	0069	104637	00576 - DRUMN		\$217.50		\$0.00	
12/16/2020	A 0694	2020 ORDINANCE CONS.	0084	105639	00576 - DRUMN	4OND	\$5,771.00		\$0.00	
2/4/2021	A 0897	2020 ORDINANCE CONS.	0105	106193	00576 - DRUMN	MOND	\$5,249.00		\$0.00	
2/23/2021	A 1002	2020 ORDINANCE	0115	106487	00576 - DRUMI	MOND	\$2,193.90		\$0.00	
3/23/2021	A 1171	2020 ORDINANCE	0126	105703	00576 - DRUM	MOND	\$223.50		\$0.00	
5/4/2021	A 1311	2020 ORDINANCE CONSOL.	0146	107684	00576 - DRUM	MOND	\$165.00		\$0.00	
5/25/2021	A 1429	2020 ORD. CONSOLD.	0153	108060	00576 - DRUM	MOND	\$3,796.52		\$0.00	
6/18/2021	7.2.2	2020 Ordinance Consolidation Pro	oject	754807	00576 - DRUM		\$9,046.50			
0, 20, 202					Subject M	latter Total	2020-2021	\$26,880.42		
7/22/2021		2020 Ordinance Consolidation Pro	piect	757655	00576 - DRUMI	MOND	\$8,826.32			
7/22/2021		ZOZO OPERAZIOE CONSONIACION					2021-2022	\$8,826.32		
12/16/2020	A 0694	2020 REVIEW/MISC.	0084	105639	00576 - DRUMI	MOND	\$2,194.90		\$0.00	
					Subject M	latter Tota	2020-2021	\$2,194.90		
2/23/2021	A 1002	2021 WOODLANDS SENIOR	0115	106487	00576 - DRUMI	MOND	\$1,831.50		\$0.00	
3/23/2021	A 1171	2021 WOODLANDS TIF	0126	105703	00576 - DRUMI		\$445.50		\$0.00	
5/4/2021	A 1311	2021 WOODLANDS SENIOR	0146	107684	00576 - DRUM		\$264.00		\$0.00	
5/25/2021	A 1429	2021 WOODLANDS TIF	0153	108060	00576 - DRUM		\$231.00		\$0.00	
3/23/2021	V 1-152	2021 110000 1100 111					2020-2021	\$2,772.00		
7/00/2004		Woodlands Copies Living TIE		757657	00576 - DRUM		\$559.69			
7/22/2021		Woodlands Senior Living TIF		737037			1 2021-2022	\$559.69		
40/42/2020	4 0207	GENERAL REPRESENTATION	0051	103948	00576 - DRUM		\$275.50		\$0.00	
10/13/2020	A 0392 A 0392	GENERAL REPRESENTATION	0051	103948	00576 - DRUM		\$551.00		\$0.00	
10/13/2020	A 0462	GENERAL REPRESENTATION	0058	104217	00576 - DRUM		\$319.00		\$0.00	
10/28/2020	A 0563	GENERAL REPRESENTATION	0069	104637	00576 - DRUM		\$29.00		\$0.00	
11/18/2020 12/16/2020	A 0694	GENERAL REPRESENTATION	0084	105639	00576 - DRUM		\$182.69		\$0.00	
3/3/2021	A 1085	GENERAL REPRESENTATION	0117	106606	00576 - DRUM		\$379.50		\$0.00	
3/3/2021	A 1063 A 1171	GENERAL REPRESENTATION	0126	105703	00576 - DRUM		\$33.00		\$0.00	
5/4/2021	A 1311	GENERAL REPRESENTATION	0146	107684	00576 - DRUM		\$145.00		\$0.00	
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E(4/2024	A 4341	TITAN SOLAR NET ENERGY	0146	107684	00576 - DRUM		\$429.00		\$0.00	
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6/18/2021	<del></del>	Han Gen Sular Net Chergy Billi	is cicuits	7.7003			2020-2021	\$2,029.50		
7/22/2021		Titan Gen Sola: Net Energy Billin	na Credits	757658	00576 - DRUM		\$181.50	7-,520,00		_
112212021		That derived her Energy own	9 0.00				1 2021-2022	\$181.50		•
						<u> </u>			<b>.</b>	
		Object FY 2020-2021				\$15,000.00	\$42,093.51	\$42,093.51	\$0.00	
		Add-on June 2021 (FY 202	21-2022)			\$15,000.00	\$9,567.51	\$9.567.51	\$0.00	\$5,432.
			•							



Town of Bridgton

Robert A. Peabody, Jr.

3 Chase Street, Suite 3 Bridgton, ME 04009-1264 **BILLING OFFICE** 

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

TAX ID NUMBER 01-0351512

U1-030101Z

August 12, 2020

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
Courtesy Discount
Net Professional Services

Net Professional Services

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TOTAL THIS INVOICE

Costs Incurred

\$ 217.50

\$ 2,175.00

\$ -1,957.50

\$.00

\$ 217.50

DATE 8/19/20
ACCT. NO. 0/4-04-4090
AMOUNT 2/7.50

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



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

TAX ID NUMBER 01-0351512

207.772.1941 Main 207.772.3627 Fax

August 12, 2020

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

Invoice No.: Client No.: 725990

Matter No.:

8260 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

### DrummondWoodsum

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 Agnieszka A. Dixon Grady R. Burns TOTALS	Init AAD GRB	Position Associate Associate	Hours 3.40 11.60 15.00	<b>Rate</b> 145.00 145.00	Total 493.00 1,682.00 \$ 2,175.00
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TOTAL THIS INVOICE \$ 217.50



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.: Matter No.: 8260 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 \$ .00

\$ 217.50

ACCT. NO. 014-4-4090

AMOUNT 217.50

AUTHORIZATION

TOTAL THIS INVOICE



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

TAX ID NUMBER 01-0351512

207.772.1941 Main 207.772.3627 Fax

November 6, 2020

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

Invoice No.: Client No.:

733061

Matter No.:

8260 396

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

RE: 2020 Ordinance Consolidation Project [AAD]

# PROFESSIONAL SERVICES RENDERED

10/27/20	AAD	Description of Service  Email correspondence with L. LaCroix regarding scheduling Selectboard workshop on ordinance consolidation project	Hours .10	Amount 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		

# TOTAL PROFESSIONAL SERVICES

\$ 217.50

#### PROFESSIONAL FEE SUMMARY

Professional Agnieszka A. Dixon TOTALS	<b>Init</b> AAD	<b>Position</b> Associate	ķ.	<b>Hours</b> 1.50 <b>1.50</b>	<b>Rate</b> 145.00	Totai 217.50 <b>\$ 217.5</b> 0
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#### **TOTAL THIS INVOICE**

\$ 217.50



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

#### **MATTER SUMMARY**

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

RE: 2020 Ordinance Consolidation Project [AAD]

Professional Services Courtesy Discount Net Professional Services \$ 7,960.50 \$ -2,189.50 \$ 5,771.00

Costs incurred

\$.00

TOTAL THIS INVOICE

\$ 5,771.00

DATE /2/01/20 ACCT. NO. 014-4-4090 AMOUNT 577/00

AUTHORIZATION



**BILLING OFFICE** 84 Marginal Way, Suite 600 TAX ID NUMBER Portland, ME 04101-2480

01-0351512

207.772.1941 Main 207.772.3627 Fax

December 8, 2020

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

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

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	<b>72.50</b>
11/10/20	GRB	Draft definitions section of ordinances	2.70	391 50
11/11/20	GRB	Draft definitions section of ordinance	2.10	<b>304.50</b> 7
11/11/20	AAD	Consult with Mr. Burns regarding ordinance consolidation definitions section; email correspondence with L. LaCroix regarding project review	.80	116.00
11/12/20	GRB	timeline Complete draft definitions section; telephone conference with Attorney Dixon regarding same	<b>/60</b>	87.00
11/15/20	GRB	Draft procedural and legal ordinance sections	<sub>(</sub> 2.60	377.00
11/16/20	_	Consult with Mr. Burns regarding status of consolidation project; review general provisions	ر_60	87.00
11/16/20	GRB	Draft procedural and legal ordinance sections; telephone conference with Attorney Dixon regarding same	<i>(</i> 2,10)	304.50
11/17/20	AAD	Telephone conference with L. LaCroix regarding ordinance consolidation project and legal timeline	<b>/40</b>	
11/20/20	GRB	Review site plan and subdivision ordinances	4.20	609.00
11/21/20		Revise subdivision ordinance	(1.20	174.00
		Revise subdivision ordinance	<sub>(</sub> 5. <del>5</del> 0	797,50
11/22/20			1.00	145.00
11/22/20		· · · · · · · · · · · · · · · · · · ·	1.20	174:00
11/23/20	GND	HOUSE GUILD TO LOS ONE PARTY TO THE PARTY TO	•	

100	Drumm	ondV	/oodsum	There was All thereating invitaging in	A Section of the Control of the Cont			
	Invoice N	lo.: 736	021				er the state of th	December 8, 2020
	11/24/20 11/25/20 11/25/20 11/27/20 11/27/20 11/29/20 11/30/20	Prof AAD AAD GRB AAD GRB AAD AAD	Review of regulation Consult was Review so Continue Review a Continue	vith Mr. Burns horeland zoni to prepare co nd revise show to prepare co to prepare co TOTA Less	ents to site plan n h Mr. Burns rega regarding projec	t drafting timeline ince draft ince draft nce draft nce draft NAL SERVICES urtesy Discount	ubdivision	Hours Amount 1.70 246.50  (1.10 14.50 (2.60 377.00 (5.90 855.50 8.30 1,203.50 6.60 957.00  \$ 7,960.50 \$ -2,189.50 \$ 5,771.00
	PROFESS	IONAL	FEE SUM	MARY				
Professional Agnieszka A. Dixon Grady R. Burns TOTALS			<b>in</b>	Init AAD GRB	Position Associate Associate	<b>Hours</b> 24.70 30.20 <b>54.90</b>	<b>Rate</b> 145.00 145.00	<b>Total</b> 3,581.50 4,379.00 \$ <b>7,960.50</b>
				TOTA	L THIS INVOICE	Ē		<b>\$</b> 5.771.00

\$ 5,771.00



84 Marginal Way, Suite 600 TAX ID NUMBER Portland, ME 04101-2480

01-0351512

207.772.1941 Main 207.772.3627 Fax

January 15, 2021

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

\$.00

TOTAL THIS INVOICE

\$ 5,249.00

01 AUTHORIZATIO

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.



84 Marginal Way, Suite 600 TAX ID NUMBER Portland, ME 04101-2480

01-0351512

207.772.1941 Main 207.772.3627 Fax

January 15, 2021

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

Invoice No.: Client No.:

738084

Matter No.:

8260

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

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 daid in full within thirty (30) days of the invoice date.

DrummondWoodsum	н	
Invoice No.: 738084		
12/17/20 AAD Telephon	conference with L. LaCroix and B. Day regarding tantive ordinance amendments	January 15, 2021  Hours Amount  prioritizing .50 72.50
PROFESSIONAL FEE SUI	TOTAL PROFESSIONAL SERVICES	\$ 5,249.00
Professional Agnieszka A. Dixon Grady R. Bums TOTALS	Init Position Hours  AAD Associate 27.60  GRB Associate 8.60  36.20	Rate         Total           145.00         4,002.00           145.00         1,247.00           \$ 5,249.00

TOTAL THIS INVOICE

\$ 5,249.00



**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 Courtesy Discount **Net Professional Services**  \$ 2,642.00 \$ -478.50 \$ 2,163.50

Costs incurred

\$ 30.40

TOTAL THIS INVOICE

\$ 2,193.90

ACCT. NO. 014



**BILLING OFFICE** 84 Marginal Way, Suite 600 TAX ID NUMBER Portland, ME 04101-2480 207.772.1941 Main 207.772,3627 Fax

01-0351512

February 17, 2021

Town of Bridgton Robert A. Peabody, Jr. 3 Chase Street, Suite 3 Bridgton, ME 04009-1264 Invoice No.: Client No.:

741030

Matter No.:

8260 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	ÁAD	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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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

Invoice No.: 741030 February 17, 2021

TOTAL PROFESSIONAL SERVICES \$ 2,642.00
Less Professional Courtesy Discount
NET PROFESSIONAL SERVICES \$ 2,163.50

#### PROFESSIONAL FEE SUMMARY

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

#### **COSTS INCURRED**

Date Description of Service 30.40

TOTAL COSTS INCURRED \$ 30.40

TOTAL THIS INVOICE \$ 2,193.90



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

TAX ID NUMBER 01-0351512

207.772.1941 Main 207.772.3627 Fax

March 16, 2021

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

Invoice No.:

746010

Client No.: Matter No.:

8260 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

\$.00

TOTAL THIS INVOICE

\$ 223.50

DATE 3/18/2021

ACCT. NO. 014-4-4090

AMOUNT 223.5

AUTHORIZATION



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

		E SEKTIOLS KEIL	Hours	Amount
Date	Prof	Description of Service		49.50
		Canality with Attorney Burns regarding ordinative continuation	1.20	174.00
2/02/21		Draft certification and order for proposed Cottage Street zoning amendment; revise and prepare email to town for same		
				0.000
		TOTAL PROFESSIONAL SERVICES		\$ 223

# TOTAL PROFESSIONAL SERVICES

# PROFESSIONAL FEE SUMMARY

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

TOTAL THIS INVOICE

\$ 223.50



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

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

\$ .00

**TOTAL THIS INVOICE** 

\$ 165.00

DATE 4 28 2021

ACCT. NO. 614-4-4090

AMOUNT 165
AUTHORIZATION CK



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

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

1110				Amount
Date	Prof	Description of Service	Hours .20	33.00
3/01/21	AAD	Email correspondence with L. LaCroix regarding substantive ordinance		••••
	445	amendments  Email correspondence with L. LaCroix regarding format of substantive	.40	66.00
3/16/21	AAD	u		
		consolidation project; telephone conference with Planning Board regarding meaning of "similar use" provision		<u> </u>
	4.40	Talanhana conference with L. LaCroix regarding form of substantive	.40	66.00
3/17/21	AAD	ordinance amendments referendum questions on ballot		
		TOTAL PROFESSIONAL SERVICES		\$ 165.00
PROFE	SSION	AL FEE SUMMARY		

Professional Agnieszka A. Dixon TOTALS	15	j <b>nit</b> AAD	<b>Position</b> Shareholder	<b>Hours</b> 1.00 <b>1.00</b>	<b>Rate</b> 165.00	Total 165.00 \$ 165.00
IOIAL9						

TOTAL THIS INVOICE

\$ 165.00



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

TAX ID NUMBER 01-0351512

207.772.3627 Fax

May 20, 2021

Invoice No.:

752110 8260

Client No.: Matter No.:

396

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

# MATTER SUMMARY

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

RE: 2020 Ordinance Consolidation Project [AAD]

Professional Services

\$ 3,791.50

Costs Incurred

\$ 5.02

TOTAL THIS INVOICE

\$ 3,796.52

ACCT. NO. 014-4 AMOUNT

AUTHORIZATIO



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

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	ĄAD	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	.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

Invoice No.: 752110	. =	F: 17			
PROFESSIONAL FEE SI	UMMARY				May 20, 2021
Professional Agnieszka A. Dixon Grady R. Burns TOTALS  COSTS INCURRED	Init AAD GRB	Position Shareholder Associate	Hours 10.50 14.20 24.70	<b>Rate</b> 165.00 145.00	<b>Total</b> 1,732.50 2,059.00 <b>\$ 3,791.50</b>
Date Description of Long Distance	· ·				Amount 5.02
	ТОТ	AL COSTS INCURI	RED		\$ 5.02
	TOT	AL THIS INVOICE			\$ 3,796.52



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

#### **MATTER SUMMARY**

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

RE: 2020 Ordinance Consolidation Project [AAD]

Professional Services Courtesy Discount Net Professional Services

<u>\$ -1,000.00</u> \$ 9,046.50

\$ 10,046.50

Costs Incurred

\$.00

**TOTAL THIS INVOICE** 

\$ 9,046.50

DATE 6/22/2021

ACCT. NO. 014-4-4696

AMOUNT 9,046.50

AUTHORIZATION



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

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	Ца	
5/01/21	GRB	Revise subdivision ordinance	Hours	Amount
5/03/21	AAD	Continue to revise consolidated ordinance; telephone conference with B.	1.00	145.00
		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	EE4 00
5/05/21	AAD	Continue revising site plan review ordinance	4.50	551.00
5/05/21	GRB	Revise subdivision regulations	6.50	742.50
5/06/21	AAD	Video conference with B. Day, L. LaCroix and Attorney Burns regarding		942.50
		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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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

Invoice No.: 754807								18, 2021
Date	Prof	Description of	Service				Hours	Amount
5/18/21	GRB	Maine Departm Planning Board	nent of En i	ance provisions and a vironmental Protection	on; attend meeting	of the	3.70	536.50
5/19/21	GRB	Telephone con Protection rega	ference warding sho	rith Maine Department Preland zoning ordina	nt of Environmenta ince provisions	al	.20	29.00
5/22/21 AAD Email correspondence with L. LaCroix and D. Brusini regarding code reorganization question								16.50
			TOT	AL PROFESSIONA	L SERVICES		\$	10,046.50
			Less	Professional Courte PROFESSIONAL S	sy Discount			<u>-1,000.00</u> <b>9,046.50</b>
PROFE	SSION	AL FEE SUMMA	RY					
Profess	ional		init	Position	Hours	Rate		Total
-		ixon	AAD	Shareholder	40.50	165.00		6,682.50
Agnieszka A. Dixon AAD Shareholder 40.50 165.00 Grady R. Burns GRB Associate 23.20 145.00							3,364.00	
TOTAL					63.70		\$	10,046.50
TOTAL THIS INVOICE \$ 9,046.50								



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.: Client No.: 757655

Matter No.:

8260 396

#### MATTER SUMMARY

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

RE: 2020 Ordinance Consolidation Project [AAD]

Professional Services Courtesy Discount Net Professional Services

\$ 11,748.50 \$ -2,937.13 \$ 8,811.37

Costs incurred

\_\_\_\_\$\_14.95

TOTAL THIS INVOICE

\$ 8,826,32

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



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.: Client No.: **75765**5

Client No.: Matter No.: 8260 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

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.

# **Lirummonavvoodsum**

Date Description of Service

Westlaw

3		7055		21		18	11 m 200 1		
invoice i	VO.: /5	/655						July	22, 2021
Date	Prof	Description of	of Service	<del>\$</del>				Hours	Amount
6/22/21	AAD	workshops sc	Consult with Attorney Burns regarding status of code revisions and workshops schedule; email correspondence with L. LaCroix and D. Brusini regarding same						
6/22/21	GRB	Telephone co to consolidate	nference d code dr	with Attorney Dixon raft	regarding	additiona	il revisions	.40	58.00
6/24/21	GRB	Review and c workshop; tele	ompile no ephone co	tes and questions front	rom previo ney Dixon	us Planni regarding	ng Board same	1.30	188.50
6/28/21								6.40	1,056.00
6/28/21	GRB	Conference w definitions cha	ith Attomo	ey Dixon regarding ı	revisions t	o subdivis	sion and	1.90	275.50
6/28/21	GRB	Review shore regarding peri	land zonir formance	ng issue table; revie guarantees	w email fr	om Attorn	ey Dixon	.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 perform	nance gu	arantee section				3.00	435.00
6/29/21	GRB	Telephone co	nference :	with B. Day regardir email Attorney Dixo	ng additior on regardi	nal questiong same	ons	.30	43.50
6/29/21	GRB			de in anticipation of		_	orkshop	.80	116.00
6/29/21	GRB	Attend Planning						4.20	609.00
6/30/21	AAD	Email corresp Planning Boar		with L. LaCroix and	D. Brusini	in follow-	up to	.10	16.50
6/30/21	GRB	Review email revisions	correspor	ndence from town of	fficials reg	arding co	de	.30	43.50
			TO	TAL PROFESSION	AL SERV	ICES		ė.	11,748.50
			Les	s Professional Cour	tesy Disc	ount			-2,937.13
			NET	F PROFESSIONAL	SERVICE	S		\$	8,811.37
PROFES	SIONA	AL FEE SUMMA	ARY						
Professi	onal		lnit	Position	i	Hours	Rate		Total
Agnieszk	a A. Di	xon	AAD	Shareholder	•	47.30	165.00		7,804.50
Grady R.	Burns		GRB	Associate		27.20	145.00		3,944.00
TOTALS	TOTALS GRB Associate 27.20 145.00 74.50						\$	11,748.50	
COSTS	NCUR	RED							
	_								

**Amount** 

14.95

# **DrummondWoodsum**

Invoice No.: 757655

TOTAL COSTS INCURRED \$ 14.95

TOTAL THIS INVOICE \$ 8,826.32

### TOWN OF BRIDGTON

TO: Board of Selectmen

FROM: Laurie L. Chadbourne, Town Clerk

RE: Business Licenses DATE: August 4, 2021



■ Nouria Energy Retail, Inc.

443 Portland Road

Victualer's License

☑ CEO ☑ Fire ☑ Police ☑ Tax Collector ☑ Town Clerk

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

# 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: Main Eco Homes/ Justin McIver Tel # 207-441-8544 e-mail justin@mainecohomes.com
Applicant's Mailing Address: 175 Portland Road, Suite 2, Bridgton, Maine 04009
Local Contact Name: Susan Guthro Tel # 617-697-1501 e-mail susieguthro@gmail.com
Local Contact Mailing Address: 393 Black Mountain Road, Sweden, ME 04040
Other Contact Information: Steve Richard (207) 693-2975
INFORMATION ABOUT PROPOSED EVENT
Place of Event: 144 Main Street, Bridgton Date of Event: 8/28/2021 Hours of Event: 6pm-9pm
Type of Event: Music Event Number of Participants: 100-150
Structures (tents, chairs, etc.) Tables, Bring your own chair, Roping, 5 piece band set-up, instruments and gear
Food and Beverages to be served: Sandwiches, French Fries, Pasta Salad, Water, Soft Drinks, Beer + Wine
Entertainment: Pete Kilpatrick Band
Signage "No Alcohol Beyond this Point", "Music on Main" "Restroom", "Hand Sanitizor Station", "Trash & Recycle", "Under 21 Must Be Accompanied by Guardian"
Provisions for Cleanup/Litter: Provide Trash and Recycle Bins and remove them after event. Have elected event coordinato
change trash and recycle bins as needed.
Provisions for Parking: Public parking lot, Nulty Street lot (Map 23, Sub 24) for additional parking.
ADDITIONAL INFORMATION REQUIRED
Certificate of Liability Insurance: Date event: 8/28/2021; 6PM-9M, Town of Bridgton as additionally insured
Insurance Agent/Company Lena Murch, Chalmers Insurance Group
Additional Information to Applicant

Date: \_\_\_\_\_

Town Clerk Signature:

**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



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/03/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT NAME: PRODUCER Lena Murch Chalmers Insurance Agency PHONE (207) 647-3311 (207) 647-3003 100 Main Street imurch@ChaimersInsuranceGroup.com ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC # ME 04009 Frankenmuth Ins Co 13986 INSURER A:

PO Box 189 Bridgton INSURED INSURER B Main Eco Homes LLC INSURER C: 175 Portland Road Suite 2 INSURER D : No. 1 to compr INSURER E Bridgton ME 04009 INSURER F : **COVERAGES CERTIFICATE NUMBER:** TOWN OF BRIDGTON **REVISION NUMBER:** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDLISUBR INSD - WVD POLICY EXP (MM/DD/YYYY) INSR TYPE OF INSURANCE **POLICY NUMBER** COMMERCIAL GENERAL LIABILITY 1,000,000 Fig. 48 -11 EACH OCCURRENCE DAMAGE TO RENTED 500,000 CLAIMS-MADE | X OCCUR . . . . . PREMISES (Ea occurrence) \* 10,000 MED EXP (Any one person) Υ 6642558 11/05/2020 11/05/2021 1.000.000 PERSONAL & ADV INJURY GEN'L AGGREGATE LIMIT APPLIES PER: 2,000,000 GENERAL AGGREGATE 2,000,000 POLICY PRODUCTS - COMP/OP AGG Designated Person or OTHER: \$ **AUTOMOBILE LIABILITY** GOMBINED-SINGLE LIMIT 5 (Ea accident) ANY AUTO BODILY INJURY (Per person) \$ OWNED AUTOS ONLY SCHEDULED BODILY INJURY (Per accident) S -AUTOS NON-OWNED AUTOS ONLY HIRED PROPERTY DAMAGE AUTOS ONLY (Per accident s UMBRELLA LIAB OCCUR EACH OCCURRENCE **EXCESS LIAB** CLAIMS-MADE AGGREGATE RETENTION \$ DED WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT (Mandatory in NH) E.L. DISEASE - EA EMPLOYEE If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT -DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) **EVENT Music on Main** 

DATE 8/28/2021 TIME 6-9 PM LOC: 144 MAIN ST

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE. THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Bridgton

ME 04009-1266

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE. THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

WE 04009-1266

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Additional Named Insureds								
	Limited	Liab	Company,	Additional	Named	Insured		

Main Eco Property Management Services

Main Eco Rentals LLC

Other Named Insureds Eco Estates LLC

JSM PROPERTIES LLC

Mciver Properties LLC

Sustainable Way LLC

THE CARRY ALL CORNER LLC

The Community Apartments

LLC, Additional Named Insured

Limited Liability Company, Additional Named Insured

1.6.22.

Limited Liability Company, Additional Named Insured

Limited Liability Company, Additional Named Insured

Limited Liability Company, Additional Named Insured

LLC, Additional Insured

Limited Liability Company, Additional Named Insured

	ADDITIONAL COVERAGES									
Ref#	Description Contractors	s Liability Plus all loc	ations			Coverage Code	Form No.	Edition Date		
Limit 1		Limit 2	Limit 3	Deductible Amount	Deduc	ctible Type	Premlum \$275.0			
Ref#	Description Owners, Le	ı essees or Cont sche	dl			Coverage Code	Form No.	Edition Date		
Limit 1		Limit 2	Limit 3	Deductible Amount	Deduc	ctible Type	Premium \$100.0	0		
Ref#	Description	1	·			Coverage Code	Form No.	Edition Date		
Limit 1		Limit 2	Limit 3	Deductible Amount	Deduc	ctible Type	Premium			
Ref#	Description	1				Coverage Code	Form No.	Edition Date		
Limit 1		Limit 2	Limit 3	Deductible Amount	Deduc	ctible Type	Premium			
Ref#	Description	1		-		Coverage Code	Form No.	Edition Date		
Limit 1		Limit 2	Limit 3	Deductible Amount	Deduc	ctible Type	Premium			
Ref#	Description	1				Coverage Code	Form No.	Edition Date		
Limit 1		Limit 2	Limit 3	Deductible Amount	Deduc	ctible Type	Premium			
Ref#	Description	1				Coverage Code	Form No.	Edition Date		
Limit 1		Limit 2	Limit 3	Deductible Amount	Deduc	ctible Type	Premium			
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Ref#	Description	1				Coverage Code	Form No.	Edition Date		
Limit 1		Limit 2	Limit 3	Deductible Amount	Dedu	ctible Type	Premium			
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Ref#	Description	1				Coverage Code	Form No.	Edition Date		
Limit 1		Limit 2	Limit 3	Deductible Amount	Dedu	ctible Type	Premlum	2. · sa		
OFADT	LCV				-		Copyright 2001, Af	VIS Services, Inc.		

# TOWN OF BRIDGTON, MAINE

# RULES & REGULATIONS REGARDING USE OF TOWN OWNED PARKS AND PROPERTIES BY PRIVATE GROUPS

(Excluding Pondicherry Park, Salmon Point Campground, and Town Hall)

PERMIT REQUIRED: A private party, group or organization using Bridgton Parks or Properties for an assembly, group activity or organized event must obtain written permission from the Bridgton Town Clerk if the use involves twenty-five (25) or more people and/or erection of a temporary structure, e.g. a tent. Request for permission shall be submitted in writing in a form prescribed by the Town not less than 30 (thirty) days prior to the event and shall be accompanied by the required fee and damage deposit.

REQUIRED FEES AND DEPOSIT: The Selectmen shall from time to time establish a fee and damage deposit schedule, which shall be kept on file at the Office of the Town Clerk.

NON-EXCLUSIVE USE: Permission granted under these Regulations shall be for the non-exclusive use of the Park or Property and it does not entitle the holder of the permit to exclude members of the public from the Park or Property.

EVENT DURATION: The permitted assembly, activity or event shall not exceed five (5) hours in duration. A combined setup and breakdown time of twelve (12) hours may be allowed by the Bridgton Town Clerk. All events shall end by 10:00 p.m.

DAMAGE/ DEPOSIT: The Town may retain all or a portion of the damage deposit as reimbursement for any damage to Town property, any necessary clean-up costs or any other costs incurred by the Town in connection with the use of the Park or Property. Any costs incurred by the Town in excess of the deposit shall be paid by the permit holder upon receipt of a bill from the Town.

CLEAN UP OF FACILITY: The applicant shall be responsible for leaving the park or property in a condition commensurate with the condition at the time the use began. Recycle bins must be provided during the event; recycle bins are available at the Transfer Station. Judgment as to conditions at the park or property both before and after the event shall be at the sole discretion of the Public Works Director or his designee. The applicant will be responsible for all clean-up activities. If the clean-up activities are not sufficient, and the applicant refuses or neglects to initiate and/or complete clean-up activities after being asked to do so, the Town will conduct the clean-up activities and charge a fee of \$30.00 per man hour plus any other costs associated with the clean-up.

ALCOHOL: Alcohol is not permitted at any event at the park or property.

POLICE PRESENCE: Events with fifty (50) or more people in attendance require the presence of a Bridgton Police Officer, who shall be assigned by the Bridgton Police Chief. A fee shall be charged the permit holder for the police coverage.

FIRE REGULATIONS/TOWN CODE: The applicant shall not have open fires without prior approval from the Fire Chief. If applicant has any questions, they should contact the Fire Chief.

FIREARMS: The possession and use of firearms is prohibited. Any questions, please contact the Chief of Police.

LIABILITY: The Town, its officers, agents and employees shall not be liable for any injury or damage to any person or property occurring at or in connection with the assembly, activity or event, which has been permitted under the terms of these Regulations. The permit holder agrees to defend, indemnify and hold harmless the Town, its officers, agents and employees from and against any and all liabilities, losses, damages, suits, penalties, claims and demands of every kind or nature by and on behalf of any person or entity, arising out of any injury or damage alleged to have been suffered at or in connection with the assembly, activity or event which has been permitted under the terms of these Regulations.

ASSIGNMENT: Permits issued pursuant to these Regulations are for the specific event; time and place listed on the permit and are not transferable or assignable to any other person, group or other entity.

TERMINATION OF ACTIVITY: The Town Manager, Chief of Police or their designee may order the immediate termination of the assembly, activity or event that is the subject of a permit issued hereunder if the permit holder is in violation of the terms of the permit or any State or local statute, ordinance or regulation. Upon such termination, all activities by the permit holder shall cease and all equipment, furnishings and other material shall be removed from the park or property and the park or property shall be cleaned forthwith.

SOUND: Amplified music or sound is not allowed at the park or property.

INSURANCE: The permit holder shall provide proof of insurance listing the Town of Bridgton as additionally insured for said event. Proof of insurance shall be provided at the time the permit application is filed. Evidence that the Town has been named as an additional insured on the policies shall be provided to the Town Clerk before the permit is issued.

UTILITIES: The permit applicant shall obtain approval from the Public Works Director before using any utilities that may be available at the park or property and may be required to pay an additional charge for such use.