

BRIDGTON BOARD OF SELECTMEN'S MEETING AGENDA

DATE: Tuesday, January 11, 2022

TIME: 5:00 P.M.

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

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

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Access Code: 189-387-141

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1. Call to Order
2. Pledge of Allegiance
3. Approval of Minutes
 - a. December 28, 2021
4. Public Comments on Non-Agenda Items (*Each speaker **may** be limited to 3 minutes.*)
5. Committee/Liaison Reports
6. Correspondence, Presentations and Other Pertinent Information
 - a. SLR Presentation of Oak Street Project Design and Engineering
7. Public Hearing at 5:30 P.M.
 - a. Proposed Select Board Remote Participation Policy
8. Action Items Following Public Hearing
 - a. Proposed Select Board Remote Participation Policy
9. New Business
 - a. Awards and Other Administrative Recommendations
 1. Code Enforcement Office Violations
 - a. 17 Elm Street
 - b. 7 School Street
 2. Recycling Committee Application from Maureen Harpell (tabled from 12/28/2021)
 3. Court Lease Discussion
 4. Senior Property Tax Relief
 - b. Permits/Documents Requiring Board Approval
 1. Tax Abatements as Recommended by the Assessor's Agent
 2. Affidavit to Correct Local Government Record (2020 Tax Commitment)
 3. Medical Marijuana Caregiver Retail Store License to Hoot Family Farm DBA OPUS
 - c. Selectmen's Concerns
 - d. Town Manager's Report/Deputy Town Manager's Report

10. Old Business (Board of Selectmen Discussion Only)
 - a. Wastewater Status Update
 - b. Discussion of Bridgton Memorial School
 - c. Discussion of Pay-Per-Bag
11. Treasurer's Warrants
12. Public Comments on Non-Agenda Items (*Each speaker **may** be limited to 3 minutes.*)
13. Dates for the Next Board of Selectmen's Meetings
January 12, 2022 Executive Session at 4:00 P.M.
January 25, 2022
February 8, 2022
February 22, 2022
14. Adjourn

Future Agenda Items:

1. Workshop for Review of Committees

**Town Manager's Notes
Board of Selectmen's Meeting
January 11, 2022**

1. Call to Order

2. Pledge of Allegiance

3. Approval of Minutes

- a. December 28, 2021

***Suggested motion:** Move to approve the December 28th Meeting Minutes.*

5. Committee/Liaison Reports

6. Correspondence, Presentations and Other Pertinent Information

- a. The Community Development Direct and SLR will present the Oak Street Project design to update the Board prior to going out to bid.

7. Public Hearings (5:30PM) (Note: *Open Public Hearing-Anyone wishing to speak in favor; in opposition; offer comments neither for nor against; close Public Hearing*)

- a. Public Hearing on the Selectboard Remote Participation Policy. (Please refer to your binder)

8. Action Items Following Public Hearing

- a. ***Suggested motion:** Move to approve the Bridgton Board of Selectmen Remote Participation Policy.*

9. New Business

- a. Awards and Other Administrative Recommendations

1. Code Enforcement Violations

- a. 17 Elm Street: Please refer to the memo provided by the Code Enforcement Officer suggesting a consent agreement for the \$2,500 be signed and the fine paid.

***Suggested motion:** The Board directs the Code Enforcement Officer to pursue all legal remedies regarding payment of the fine by Richard Danis.*

- b. Norman Huntress is the owner of the property at 7 School Street. Having received numerous complaints about the apparently abandoned building, the Code Enforcement Officer has sent certified letters to the owner which have gone unanswered. The CEO is requesting the Board's approval to commence a Dangerous Building proceeding.

***Suggested motions:** Move to approve the commencement of a Dangerous Buildings procedure against 7 School Street owned by Norman Huntress.*

2. Maureen Harpell has applied for membership to the Recycling Committee. In your binder, please find her application, roster and by-laws of the Committee.

***Suggested motion:** Move to appoint Maureen Harpell to the Recycling Committee.*

3. In your binder, please find a copy of the current Court lease. As you have been advised (by way of copied emails), the Administrator has not been given permission to proceed with negotiations after your counter to their proposal.

4. The Board has received copies of the proposed Senior Property Tax Relief for discussion.

- b. Permits/Documents Requiring Board Approval

1. For your approval, please see the list of real estate/personal property tax abatements being recommended by the Assessor's Agent. The provided information notes the requested abatement/value/tax.

Suggested Motion: Move to approve the recommended January 11, 2022, tax abatements totaling \$566.40.

2. As you will note in the memo from the Assessor's Agent, due to 4 Homestead Exemptions being incorrectly included in the Commitment papers, and Affidavit Correct Government Records and new Commitment papers need to be signed by myself and the Board of Assessors.

Suggested motion: Move to sign the Certificate of Commitment for 2020 tax year.

3. Hoot Family Farm dba OPUS has filed for a Medical Marijuana Caregiver Retail Store Permit.

Suggested motion: Move to approve the Medical Marijuana Caregiver Retail Store Permit for Hoot Family Farm dba OPUS.

10. Old Business

- a. Wastewater Update
- b. Bridgton Memorial School
- c. Pay per Bag

Board of Selectmen's Meeting Minutes
December 28, 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, Jr.; Deputy Town Manager Georgiann Fleck; Deputy Town Clerk Ashley Albrecht; EMA Director Todd Perreault; 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. December 14, 2021

Motion was made by Selectman McHatton for approval of the minutes of the December 14, 2021 meeting; second from Vice-Chairman Zaidman. 5 approve/0 oppose

4. Public Comments on Non-Agenda Items

There were no public comments on non-agenda items.

5. Committee/Liaison Reports

There were no committee/liaison reports.

6. Correspondence, Presentations and Other Pertinent Information

a. Presentation of Cumberland County Hazard Mitigation Plan

Todd Perreault, EMA Director of Bridgton, presented the updated Cumberland County Hazard Mitigation Plan which includes improving drainage on Smith Avenue, Oak Street, and on Mountain Road. He is requesting Board approval to submit this plan to the County. Deputy Town Manager Fleck acknowledged and thanked Madison Douglas, summer intern, for her contribution to this plan. **Motion** was made by Vice-Chairman Zaidman to approve the mitigation plan; second from Selectman Packard. 5 approve/0 oppose

7. Public Hearing at 5:30 P.M.

a. Special Amusement Permit Application from Campfire Grille

Chairman Lone opened the Public Hearing at 5:30 P.M in consideration of the special amusement application for the Campfire Grille. Public Hearing was closed at 5:30 P.M. with no public comments.

8. Action Items Following Public Hearing

a. Special Amusement Permit Application from Campfire Grille

Motion was made by Vice-Chairman Zaidman to move to approve the Special Amusement Permit Application from Campfire Grille; second from Selectman McHatton. 5 approve/0 oppose

9. New Business

a. Awards and Other Administrative Recommendations

1. Recycling Committee Application from Maureen Harpell

Motion was made by Vice-Chairman to table the application until the January 11th meeting, asking that the Recycling committee provide a written recommendation if Ms. Harpell cannot be present.

2. Investment Committee Application from Bridgette Fuller

Motion was made by Chairman Lone to move to appoint Bridgette Fuller to the Investment Committee; second from Selectman Tworog. 5 approve/0 oppose

3. Draft Scholarship Application; Recreation Department

Recreation Director Gary Colello presented his updated Bridgton Recreation Scholarship Application. The proposed change would use the Federal Income Eligibility Guidelines to align with the State of Maine SNAP benefits, and CDBG funding for eligibility of the scholarship. **Motion** was made by Selectman McHatton to approve the revised Bridgton Recreation Scholarship Application; second from Selectman Tworog. 5 approve/ 0 oppose

4. Treasurer's Disbursement Warrants for Payment of Employee Wages and Benefits

Motion was made by Vice-Chairman Zaidman to move to approve the policy permitting disbursement of employees' wages; second from Selectman Packard. 5 approve/ 0 oppose

5. Treasurer's Disbursement Warrants for Payment of Payment for Municipal Education Costs

Motion was made by Vice-Chairman Zaidman to move to approve the policy permitting disbursement of municipal education costs; second from Selectman Packard. 5 approve/ 0 oppose

6. Treasurer's Disbursement Warrants for Payment of Payment for State Fees

Motion was made by Vice-Chairman to move to approve the policy permitting disbursement of state fees; second from Selectman McHatton. 5 approve/ 0 oppose

b. Permits/Documents Requiring Board Approval

1. Adult Use Marijuana Store Permit (Renewal) to Puffin Company 3, LLC

Motion was made by Vice-Chairman Zaidman to approve the Adult Use Marijuana Store Permit for Puffin Company 3, LLC; second from Selectman Packard. 5 approve/0 oppose

2. Personal Property Abatements

Motion was made by Vice-Chairman Zaidman to move to approve the recommended December 28, 2021, tax abatements totaling \$12,994.76; second from Selectman Packard. 5 approve/ 0 oppose

3. Confirmation of Town Manager's Appointment; Cynthia Eaton as Animal Control Officer

Motion was made by Vice-Chairman Zaidman to move to confirm the Town of Bridgton 2022 confirmation of Cynthia Eaton as Animal Control Officer; second from Selectman Packard. 5 approve/ 0 oppose

4. Certificate of Sewer User Rates Commitment #258

Motion was made by Vice-Chairman Zaidman to move to commit the September 1, 2021 to November 30, 2021 Sewer User Rate Commitment #258 comprising 3 pages totaling \$15,392.94 to the Treasurer for collection; second from Selectman Packard. 5 approve/0 oppose

c. Selectmen's Concerns

- **Selectman Packard** noted he doesn't feel the numbers accurately represent our year round population and growth on the 2020 census. Funding is determined based on Federal census and the numbers are only showing growth of 200 new year-round residents in 2020. Town Manager Peabody responded that the ARPA funds are determined by Federal census, but a lot of our funding is based on need. Discussion continued regarding the new building permits issued in 2021 and what that growth looks like more recently.
- **Selectman Tworog** expanded on Selectman Packard's concerns suggesting we get the Community Development Director to look more closely into our population because these numbers can affect the Federal grants available to the Town and could provide clarity on what is perceived as new growth and what is being reported.
- **Selectman Tworog** would like some follow up on the snowmobile club maps. He is interested in getting the information to incorporate into our own GIS mapping.
- **Selectman Tworog** requested a meeting be scheduled with legal to discuss the structure and contents of the Town Manager Contract.
- **Vice-Chairman Zaidman** asked if the Police Chief had served the Water District for their outstanding bill. Town Manager Peabody responded that they were served, and he received a check towards the agreed amount for the engineering company with a note of the remainder due to be paid. Town Manager Peabody will draft a response back pointing out that their numbers are incorrect as to what is owed to the Town.
- **Vice-Chairman Zaidman** also asked if there was any movement on the Red Zone. There has been none.
- **Vice-Chairman Zaidman** would like to have a discussion with the Board regarding Senior Property Tax Relief. Town Manager Peabody will provide the back-up documents to the Board members who need it so they can discuss options for funding.
- **Vice-Chairman Zaidman** suggests that shoveling of the handicap parking spots needs to be improved, Town Manager Peabody will check with Jason at Public Works about how we can prioritize and improve that.
- **Selectman McHatton** is interested in knowing the details regarding the leased electric car. Town Manager Peabody discussed the details of the lease and described the nature of use for the vehicle. Selectman Tworog also commented that he would like it included in the budget of any town vehicles that are in use, and who if anyone they might be assigned to. Town Manager Peabody confirmed that can be provided.
- **Chairman Lone** asked if we have heard from the school regarding old Bridgton High School. Town Manager Peabody responded that he has not. Chairman Lone expressed disappointment that the School Board has continued to ignore the Board of Selectmen on this matter.
- **Chairman Lone** also requested an update on the lease for the courthouse to which Town Manager Peabody shared the most recent correspondence stating the Chief Justice has not been given any permission to take action. This matter will be discussed in further detail at the January 11th meeting.

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

Deputy Town Manager Fleck read the following into record:

TOWN OF BRIDGTON DEPUTY TOWN MANAGER'S REPORT

December 28, 2021

General: The Bridgton Transfer Station will be closed on Saturday, January 1st and the Town Office will be closed on Friday, December 31, 2021 in recognition of New Years Day. Regarding weather events, please be aware that we post information on the Town's Facebook page, the Town's website and all the local television channels are

notified if and when the Town Office is closed. On our website there is an option to sign up for notifications which includes public notices, meetings etc.

Public Works Department: From November 15 - April 15 no vehicle shall be parked on the public street or way from 11:00p.m. to 7:00a.m. per MRSA 29A Section 2068-2069 and the Bridgton Traffic Ordinance. Any vehicle violating this parking ban may be fined per the Town of Bridgton Fee Schedule or may be towed at the owner's expense.

As per MRSA 17A Section 505 and MRSA 29A Section 2396, no person(s) shall plow, shovel or otherwise deposit snow, this includes snowblowing, into the limits of any traveled public way.

Is it important to keep your driveways and private roads cleared and sanded so that, if the need arises, emergency personnel can safely access your property.

Community Development Director: A reminder that applications for the 2022-2023 Community Development Block Grant program year are due by January 11th at 4pm at the Town Office. Questions and assistance can be had by calling Tori Hill, Deputy Community Development Director, at 207-647-8786 or by email to Vhill@bridgtonmaine.org

Code Enforcement: We are currently waiting to receive the decision of the courts for the Bridgton Hotel which should be any day now. The buildings located on the corner of Main Street and Route 302 have been removed and construction should start in the spring for the Bridgton Gateway Project. We are ending the very busy year with lots of construction and improvements to the Town of Bridgton. The Code Office's permit fees collected, to date, have been the highest in several years with over \$220,000.00 taken in for building, planning and appeals board fees. Therefore, we would like to thank everyone for their patience throughout this very challenging year of successful growth.

Bridgton Recreation: The Town's ice rink is officially open for the winter! We are open this week from 10-8 and New Year's Day from 10-6. There is a full schedule for the Town Hall Gym, Town Ice Rink and Adult programs on the Town's Web site/Recreation page.

Health Officer: Catherine Pinkham, Health Officer, arranged a vaccination and testing clinic to be held on December 23rd at the Bridgton Community Center. The clinic went extremely well with over 84 vaccinations administered and 17 tests performed. The US CDC has recently updated and shortened recommended isolation and quarantine periods for the general population. Information can be found on our website at www.bridgtonmaine.org

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

Respectfully submitted, Georgiann M. Fleck Deputy Town Manager

10. Old Business (Board of Selectmen Discussion Only)
 - a. Wastewater Status Update
Town Manager Peabody provided a brief wastewater status update.

11. Treasurer's Warrants

Motion was made by Selectman Packard for approval of Treasurers Warrants numbered 65,66 and 67; second from Vice-Chairman Zaidman 5 approve/0 oppose

12. Public Comments on Non-Agenda Items (Each speaker may be limited to 3 minutes.)

Kelly Margolis president of Woods Pond Association provided an update on what they have been working on: preventing invasives, minimizing erosion into the pond and measuring water quality. She also talked about a new program this year working with homeowners to educate them on finding shoreline invasives on their property. She then introduced Jeff Stern, who expressed his appreciation to those involved with putting together the proposal for the Stream Crossing Grant for Sucker Brook on Wildwood Road.

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

January 5, 2022 @ 5:00 P.M. Workshop with Ordinance Review Committee; January 12, 2022 Executive Session; January 11, 2022; January 25, 2022

14. Adjourn

Motion was made by Selectman Packard to adjourn the meeting at 6:37 P.M.; second from Selectman McHatton. 5 approve/ 0 oppose

Respectfully submitted,

Ashley S. Albrecht
Deputy Town Clerk



**OAK STREET SIDEWALK IMPROVEMENTS
TOWN OF BRIDGTON, MAINE
SLR PROJECT NO. 143.15272.00009**

Anticipated year of expenditure: **2022**

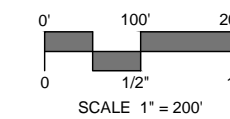
Base year (cost, if expenditures were in this year): **2021**

Phase of Development: **Preliminary Design**

Item No.	Qty	Unit	Item Name	Unit Cost	Amount
202.202	160	SY	REMOVING PAVEMENT SURFACE	\$ 5.00	\$ 800.00
203.20	202	CY	COMMON EXCAVATION	\$ 18.00	\$ 3,636.00
203.24	44	CY	COMMON BORROW	\$ 35.00	\$ 1,540.00
304.09	190	CY	AGGREGATE BASE COURSE-CRUSHED (TYPE A)	\$ 55.00	\$ 10,450.00
403.208	65	TON	HOT MIX ASPHALT 12.5mm HMA	\$ 140.00	\$ 9,051.78
403.209	32	TON	HOT MIX ASPHALT 9.5mm HMA	\$ 140.00	\$ 4,525.89
608.28	17	SF	CURB RAMP DETECTABLE WARNING FIELD (52 INCH LONG x 24 INCH WIDE)	\$ 80.00	\$ 1,360.00
609.31	670	LF	CURB TYPE 3	\$ 8.00	\$ 5,360.00
615.07	36	CY	LOAM	\$ 60.00	\$ 2,160.00
618.13	2	UNIT	SEEDING METHOD NUMBER 1	\$ 50.00	\$ 100.00
619.12	2	UNIT	MULCH	\$ 50.00	\$ 100.00
645.271	20	SF	REG WARN CONF RTE SIGNS TYPE 1	\$ 45.00	\$ 877.50
645.1061	2	EA	RELOCATE EXISTING SIGN ASSEMBLY AND POLE	\$ 400.00	\$ 800.00
SUBTOTAL (IDENTIFIED WORK):				\$	40,761.17
LANDSCAPE PLANTINGS (TREES)				\$	-
LIGHTING AND ELECTRICAL:				\$	60,000.00
MINOR ITEMS 15%				\$	6,114.18
IDENTIFIED WORK + MINOR ITEM ALLOWANCE				\$	106,875.34
ESTIMATED BASED ON % OF TOTAL CONTRACT COST					
Maintenance & Protection of Traffic				5.0%	\$ 5,343.77
Mobilization				7.0%	\$ 7,481.27
Construction Staking				1.0%	\$ 1,068.75
CONTRACT WORK:				\$	120,769.14
CONTINGENCY (as % of CONTRACT)				15%	\$ 18,115.37
CONTRACT, INCLUDING CONTINGENCIES AND INCIDENTALS				\$	138,884.51
ENGINEER'S OPINION OF TOTAL CONSTRUCTION COST TOTAL:				\$	139,000.00
<i>Use for Budgeting</i>					---

Printed by: SAWERTIN On this date: Tue, 2022 January 4 - 1:40pm

A detailed map of the 'PROJECT AREA' in Long Lake, Michigan. The map shows a network of streets including Thompson St., Main St., Maple St., Smith Ave., and Mt. Henry Rd. A specific area is highlighted with a dashed line and labeled 'PROJECT AREA'. Other streets shown include Green St., Main St., Hill St., Adams St., Plummer Landing Ln., Power House Rd., and Tenor Dr. The map also shows the shoreline of Long Lake and a north arrow.



SLR 
2 MARKET STREET, 5TH FLOOR
PORTLAND, ME 04101
207.541.9544
SLRCONSULTING.COM

NO.	NAME	TITLE
01	--	TITLE SHEET
02	IN	INDEX PLAN
03	EX-1	EXISTING CONDITIONS
04	PLN-1	LAYOUT PLAN
05 - 06	SE-1 - SE-2	SEDIMENT AND EROSION CONTROL PLAN & DETAILS
07 - 08	MDS-1 - MDS-2	SITE DETAILS
09 - 11	XSC-1 - XSC-3	CRITICAL CROSS SECTIONS

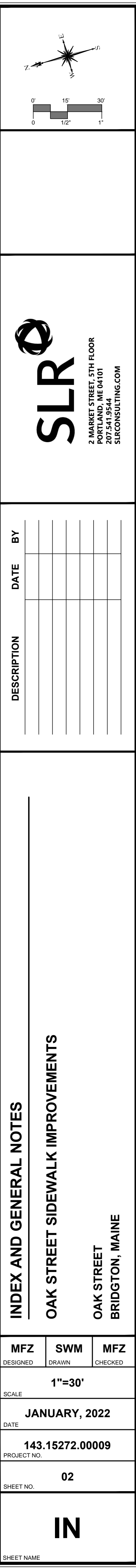
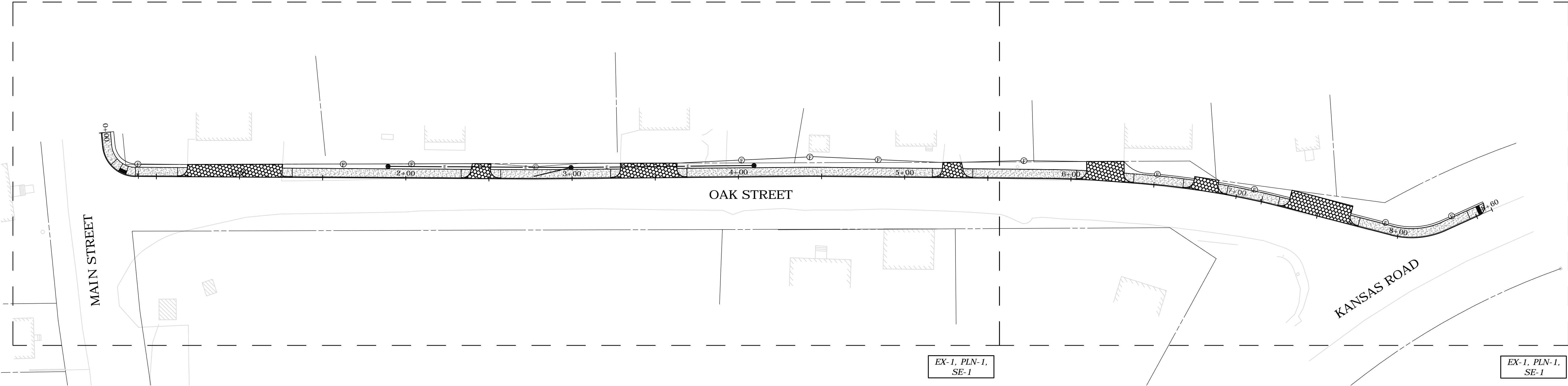


Know what's **below**.
Call before you dig.
www.digsafe.com

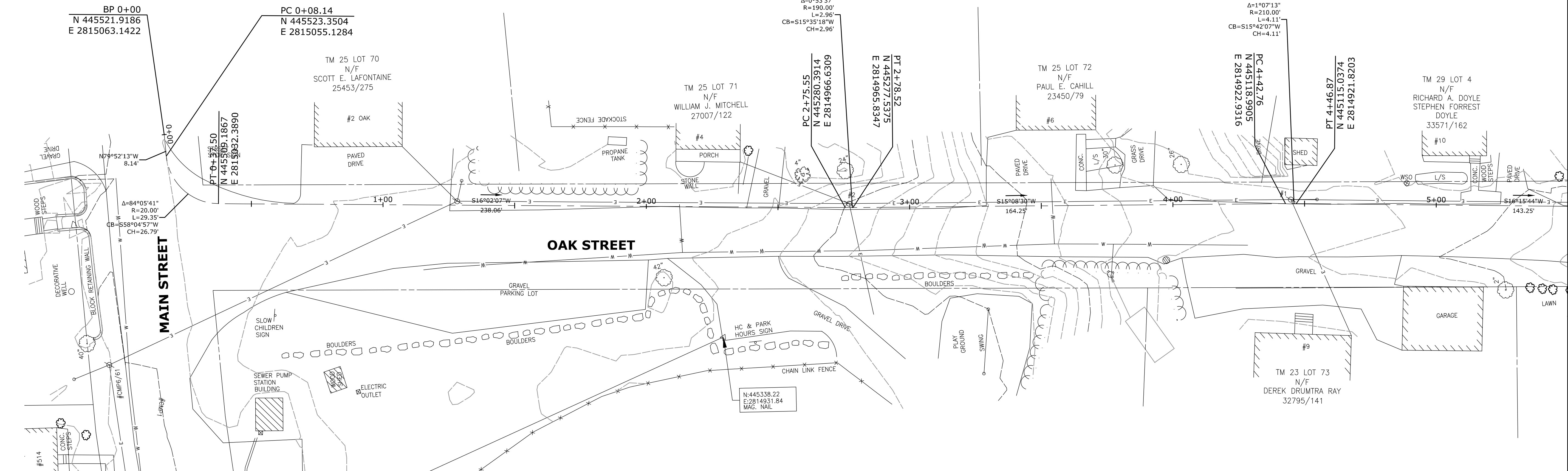
GENERAL NOTES

1. TOPOGRAPHIC INFORMATION IS BASED UPON FIELD SURVEY PERFORMED BY OWEN HASKELL, INC. IN 2018. ELEVATIONS REFER TO NORTH AMERICAN VERTICAL DATUM (NAVD 1988). NORTH ARROW AND BEARINGS BASED ON THE WEST MAINE STATE PLANE COORDINATE SYSTEM (NAD 1983).
2. SLR INTERNATIONAL ACCEPTS NO RESPONSIBILITY FOR THE ACCURACY OF MAPS AND DATA WHICH HAVE BEEN SUPPLIED BY OTHERS.
3. ALL DIMENSIONS AND ELEVATIONS SHALL BE VERIFIED IN THE FIELD PRIOR TO CONSTRUCTION. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE RESIDENT IMMEDIATELY.
4. ALL CONSTRUCTION MATERIALS AND METHODS SHALL CONFORM TO THE APPLICABLE SECTIONS OF THE THE TOWN OF BRIDGTON STANDARDS AND SPECIFICATIONS, AND STATE OF MAINE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS REVISION OF MARCH 2020.
5. THE PLANS REQUIRE A CONTRACTOR'S WORKING KNOWLEDGE OF LOCAL, MUNICIPAL, WATER AUTHORITY, AND STATE CODES FOR UTILITY SYSTEMS. ANY CONFLICTS BETWEEN MATERIALS AND LOCATIONS SHOWN, AND LOCAL REQUIREMENTS SHALL BE BROUGHT TO THE ATTENTION OF THE RESIDENT PRIOR TO THE EXECUTION OF WORK. THE RESIDENT WILL NOT BE HELD LIABLE FOR COSTS INCURRED TO IMPLEMENT OR CORRECT WORK WHICH DOES NOT CONFORM TO LOCAL CODE.
6. ALL MAILBOXES SHALL BE RELOCATED USING EXISTING SUPPORTS. WHERE EXISTING SUPPORTS ARE NOT SUITABLE FOR RELOCATION, THE CONTRACTOR SHALL PROVIDE A SIMILAR APPLICATION AT NO ADDITIONAL EXPENSE.
7. ALL RELOCATED SIGNS SHALL BE INSTALLED ON NEW POSTS WITH NEW HARDWARE, UNLESS DETERMINED OTHERWISE BY THE RESIDENT IN THE FIELD.
8. IRON PINS OR MONUMENTS DISTURBED BY CONSTRUCTION SHALL BE RESET BY A ME LICENSED SURVEYOR.
9. THE CONTRACTOR SHALL WALK THE PROJECT PRIOR TO CONSTRUCTION WITH A REPRESENTATIVE FROM THE TOWN AND THE RESIDENT. TREES TO BE REMOVED SHALL BE MARKED IN THE FIELD. EXTREME CARE SHALL BE EXERCISED TO PROTECT ALL TREES NOT DESIGNATED FOR REMOVAL. THE TRIMMING OF EXISTING TREES SHALL BE PERFORMED BY A LICENSED ARBORIST.
10. CALCIUM CHLORIDE AND WATER PLACED FOR DUST CONTROL, AND SWEEPING SHALL BE PERFORMED IN ACCORDANCE WITH THE SPECIFICATIONS AND THE SOIL CONSERVATION SERVICE HANDBOOK, OR AS ORDERED BY THE RESIDENT, UNTIL ALL AREAS ARE STABILIZED OR SURFACES ARE TREATED.
11. INFORMATION REGARDING THE LOCATION OF EXISTING UTILITIES HAS BEEN BASED UPON AVAILABLE INFORMATION AND MAY BE INCOMPLETE, AND WHERE SHOWN SHOULD BE CONSIDERED APPROXIMATE. THE LOCATION OF ALL EXISTING UTILITIES SHOULD BE CONFIRMED PRIOR TO BEGINNING CONSTRUCTION. CALL "DIG SAFE", DIAL 811 OR GO TO WWW.DIGSAFE.COM. ALL UTILITY LOCATIONS THAT DO NOT MATCH THE VERTICAL OR HORIZONTAL CONTROL SHOWN ON THE PLANS SHALL IMMEDIATELY BE BROUGHT TO THE ATTENTION OF THE RESIDENT FOR RESOLUTION.
12. THE CONTRACTOR SHALL TAKE PRECAUTION TO PREVENT DAMAGE TO EXISTING WATER MAINS, GAS MAINS AND OTHER UNDERGROUND UTILITIES WHEN OPERATING HEAVY MACHINERY.
13. ALL WASTE MATERIALS (INCLUDING WASTEWATER) SHALL BE DISPOSED OF IN ACCORDANCE WITH LOCAL, STATE AND FEDERAL LAW. LITTER AND DEBRIS SHALL BE PICKED UP AT THE END OF EACH WORK DAY.
14. CONTRACTOR TO COORDINATE WITH TOWN OF BRIDGTON ON ROADWAY CONSTRUCTION ACTIVITIES AND/OR THEIR DESIGNATED CONTRACTOR.

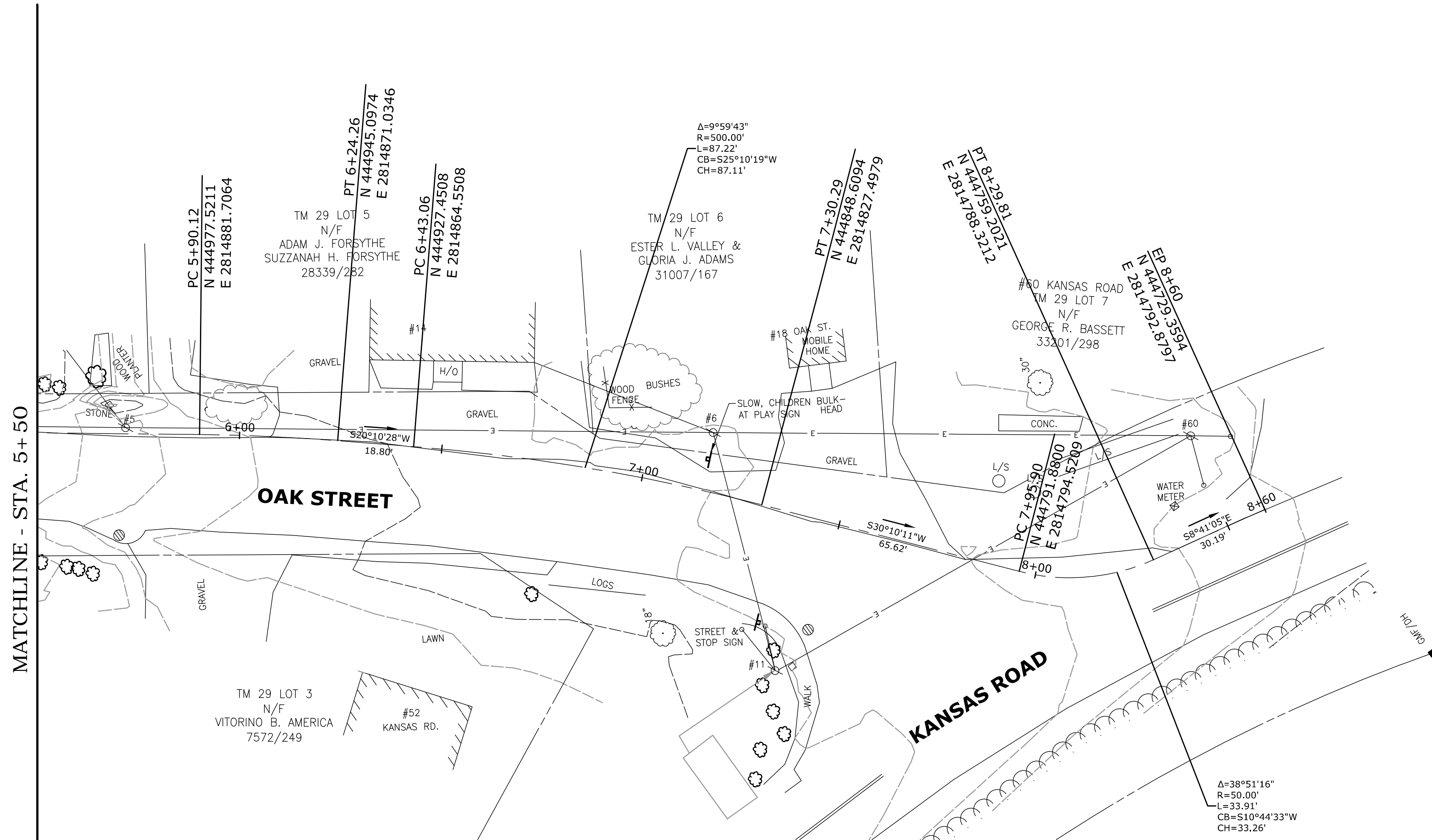
EXISTING	LEGEND	PROPOSED
	STREET LINE	
	PROPERTY LINE	
	MAJOR CONTOUR	
	MINOR CONTOUR	
	SPOT GRADE	
	TREE/SHRUB	+70.5
	RETAINING WALL	
	LIGHT POLE	
	STREET LIGHT	
	FLOOD LIGHT	
	FLAG POLE	
	HYDRANT	
	WATER GATE VALVE	
	CATCH BASIN	
	MANHOLE	
	SANITARY SEWER W/MANHOLE	
	STORM DRAIN W/CATCH BASIN	
	WATER MAIN	
	OVER HEAD WIRES	
	PVC CONDUIT FOR LIGHTING	
	UTILITY POLE	
	GUY WIRE	
	TRAFFIC SIGN	
	TREE LINE	
	EDGE OF GRAVEL	
	EDGE OF PAVEMENT	
	EDGE OF PAVEMENT W/CURB	
	CUT AREA	
	FILL AREA	
	BITUMINOUS SIDEWALK	
	BITUMINOUS PAVED DRIVEWAY	



UNIVERSITY OF MAINE
SCHOOL OF CIVIL AND ENVIRONMENTAL ENGINEERING
BRIDGTON, MAINE 04605
PROJECT NO. 143.15272.00009
SHEET NO. 03 OF 11
DATE: JANUARY, 2022
DRAWN BY: [Redacted]
CHECKED BY: [Redacted]
DESIGNED BY: [Redacted]



MATCHLINE - STA. 5+50



2 MARKET STREET, 5TH FLOOR
BRIDGTON, MAINE 04605
207.541.544
SLRCONSULTING.COM

DESCRIPTION	DATE	BY

EXISTING CONDITIONS

OAK STREET SIDEWALK IMPROVEMENTS

OAK STREET
BRIDGTON, MAINE

MFZ DESIGNED	SWM DRAWN	MFZ CHECKED

SCALE
1"=20'

DATE
JANUARY, 2022

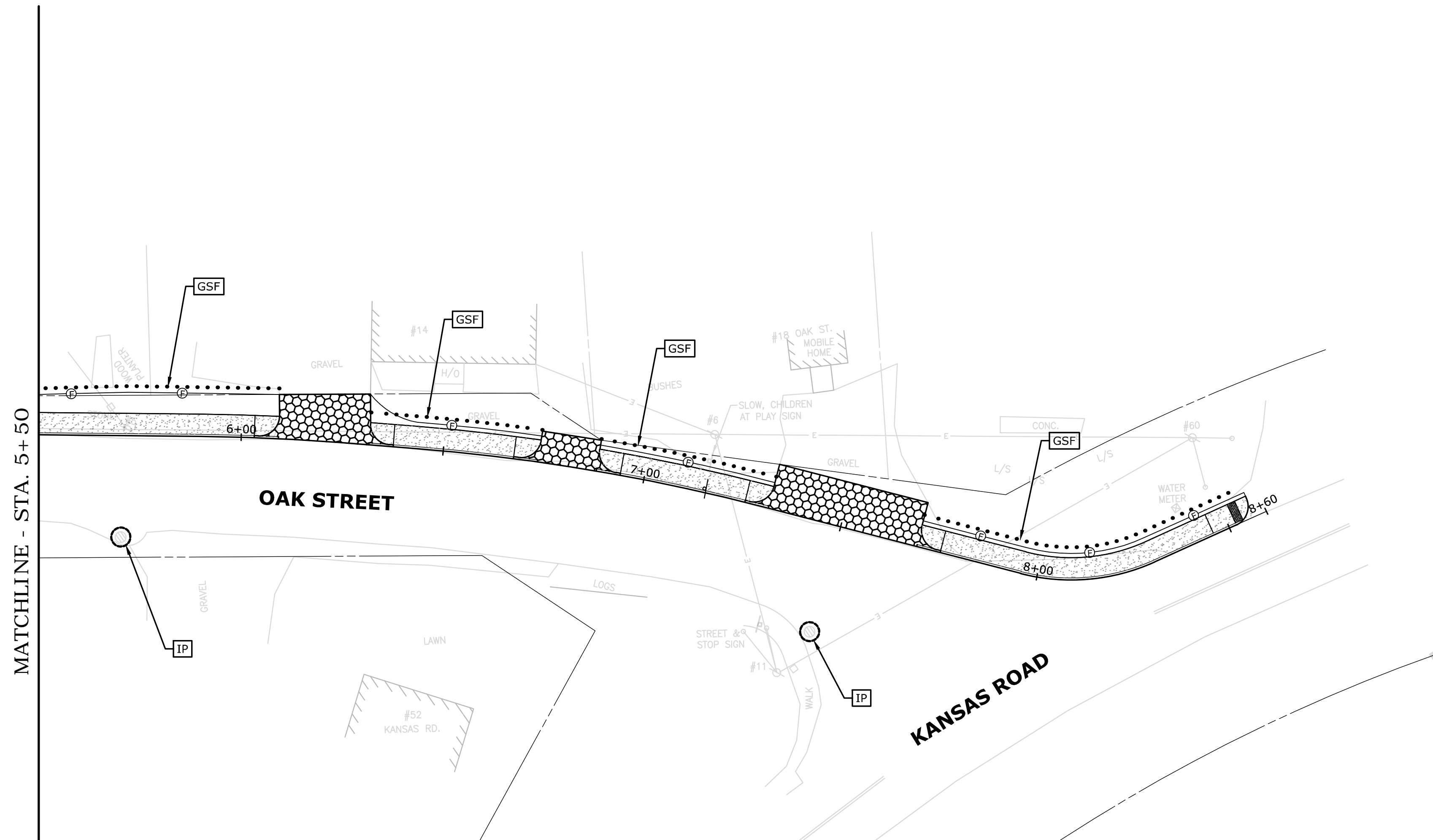
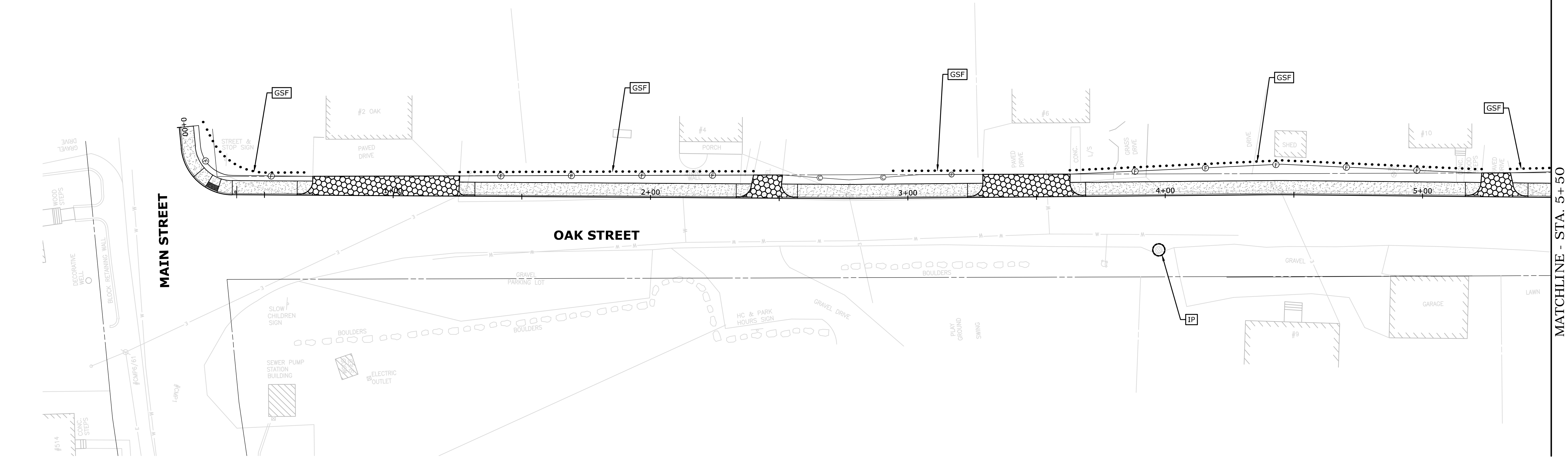
PROJECT NO.
143.15272.00009

SHEET NO.
03 OF 11



EX-1

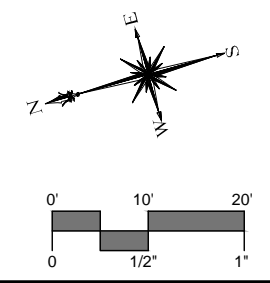
SHEET NAME

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EROSION CONTROL LEGEND

-   SEDIMENT FILTER FENCE
  INLET PROTECTION (ALL
 CATCH BASINS
 AND YARD DRAINS)

[illegible]

SEDIMENT AND EROSION CONTROL PLAN

OAK STREET SIDEWALK IMPROVEMENTS

OAK STREET
BRIDGTON, MAINE

MFZ DESIGNED	SWM DRAWN	MFZ CHECKED
1"=20'		
SCALE		
JANUARY, 2022		
DATE		
143.15272.00009		
PROJECT NO.		
05 OF 11		
SHEET NO.		

SE

Drawing: W:\CADD\SS\N\16272.00059-DR\05-M05L2.M0 Layout: T00:SS-2
 Plotted by: SAWERTIN On this date: Tue, 2022 January 4 - 11:53am

1. TEMPORARY SOIL STABILIZATION BMPS

HAY OR STRAW MULCHES NEED TO BE AIR-DRIED, FREE OF UNDESIRABLE SEEDS AND COARSE MATERIALS. APPLICATION RATE MUST BE 2 BALES (70-90 POUNDS) PER 1000 SQ FT OR 1.5 TO 2 TONS (90-100 BALES) PER ACRE TO COVER 75-90% OF THE GROUND SURFACE. HAY OR STRAW CAN BE DRIVEN INTO THE GROUND WITH TRACKED EQUIPMENT IF SLOPES ARE LESS THAN 3%, OR CAN BE ANCHORED WITH JUTE, WOOD FIBER OR PLASTIC NETTING ON STEEPER SLOPES.

EROSION CONTROL MIX SHALL MEET THE FOLLOWING SPECIFICATIONS.

- WHEN USED AS MULCH, THE THICKNESS OF THE ERISSION CONTROL MIX IS BASED UPON THE FOLLOWING

CHEMICAL MULCHES AND SOIL BINDERS MAY BE USED AS DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL CONSULT WITH THE MANUFACTURER TO DETERMINE ADEQUATE APPLICATION RATES AND METHODS.

TEMPORARY MULCH SHALL BE INSPECTED FOLLOWING ANY SIGNIFICANT RAINFALL EVENT. IF LESS THAN 90% OF THE SOIL SURFACE IS COVERED BY MULCH, ADDITIONAL MULCH SHALL BE IMMEDIATELY APPLIED. EROSION CONTROL MATS AND MULCH ANCHORING MUST BE INSPECTED AFTER RAINFALL EVENTS FOR DISLOCATION OR FAILURE, AND REPAIRED IMMEDIATELY. INSPECTIONS SHALL TAKE PLACE UNTIL 95% OF THE SOIL SURFACE IS COVERED WITH PERMANENT VEGETATION. WHERE MULCH IS USED WITH ORNAMENTAL PLANTINGS, INSPECT PERIODICALLY THROUGHOUT THE YEAR TO DETERMINE IF MULCH IS MAINTAINING COVERAGE OF THE SOIL SURFACE, AND REPAIR AS NEEDED.

TEMPORARY SEEDING SHALL BE PERIODICALLY INSPECTED TO MAINTAIN AT LEAST 95% VEGETATIVE COVER OF SOIL SURFACE. IF ANY EVIDENCE OF EROSION OR SEDIMENTATION IS APPARENT, REPAIRS SHALL BE MADE AND OTHER TEMPORARY MEASURES SHALL BE USED IN THE INTERIM SUCH AS TEMPORARY MULCH, FILTER BARRIERS, ETC.

TEMPORARY SEDIMENT BARRIERS ARE INSTALLED ACROSS OR ALONG THE TOE OF A SLOPE AND INCLUDE ANY OF THE FOLLOWING:

CONTINUOUS CONTAINED BERMS, WHICH ARE ALSO REFERRED TO AS A FILTER SOCK, PROVIDES ADDITIONAL STABILITY TO AN EROSION CONTROL MIX BERM AND SHOULD BE USED IN FROZEN GROUND CONDITIONS OR IN AREAS THAT RECEIVE CONCENTRATED FLOW.

3. TEMPORARY CHECK DAMS

4. STORM DRAIN INLET PROTECTION

HAY BALE OR SILT FENCE INLET STRUCTURE CONSISTS OF HAY BALES OR SILT FENCE CONFIGURED AROUND A CATCH BASIN INLET FRAME AND INSTALLED ACCORDING TO THE METHODS OUTLINED ABOVE. THIS METHOD IS SUITABLE FOR OPEN PIPE (CULVERT) INLETS, FIELD INLETS OR ROAD INLETS THAT HAVE NOT YET BEEN PAVED.

MANUFACTURED SEDIMENT FILTERS ARE THE PREFERRED METHOD FOR PROTECTING CATCH BASIN INLETS IN PAVED OR GRAVEL ROADWAYS. THE FILTERS TYPICALLY CONSIST OF A FABRIC OR OTHER PEROUS MATERIAL THAT IS PLACED ABOVE OR BELOW THE GRATE THAT TRAPS SEDIMENT ON THE SURFACE AND ALLOWS WATER TO FLOW THROUGH THE GRATE. CONSIDERATIONS SUCH AS WEATHER CONDITIONS, SLOPES, TRIBUTARY WATERSHED AREA AND EXPECTED SEDIMENT ACCUMULATION SHOULD BE FACTORED INTO MAKING A DECISION ON ANY PARTICULAR PRODUCT, AND THE MANUFACTURER'S RECOMMENDATIONS ON INSTALLATION AND MAINTENANCE SHALL BE STRICTLY ADHERED TO.

TO REDUCE THE TRACKING OF SEDIMENT ONTO ROADWAYS, A STABILIZED CONSTRUCTION EXIT SHALL BE INSTALLED AT ALL POINTS OF EGRESS WHERE VEHICLES MAY TRAVEL FROM THE PROJECT SITE TO A PUBLIC ROAD OR OTHER PAVED AREA. THE STONE PAD SHALL CONSIST OF A MINIMUM 6-INCH DEPTH OF 2-3 INCH CRUSHED STONE, AND SHALL BE PLACED ON A GEOTEXTILE FABRIC. THE PAD SHALL EXTEND AT LEAST 50 FEET INTO THE PROJECT SITE AND BE A MINIMUM OF 10 FEET WIDE. THE EXIT SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY, AND THE CONTRACTOR SHALL SWEEP OR WASH PAVEMENT AT EXITS THAT HAVE EXPERIENCED ANY MUD-TRACKING.

THE CONTRACTOR IS RESPONSIBLE FOR CONTROLLING DUST ON THE PROJECT SITE AND ON ADJACENT ROADWAYS. EXPOSED SOIL SURFACES SHALL BE MOISTENED PERIODICALLY WITH ADEQUATE WATER TO CONTROL DUST. GRAVEL SURFACES SHALL EITHER BE TREATED WITH AN APPLICATION OF CALCIUM CHLORIDE OR COVERED WITH CRUSHED STONE IF DUST CONTROL BECOMES DIFFICULT WITH NORMAL WATER APPLICATIONS.

GRADING SHALL BE PLANNED SO AS TO MINIMIZE THE LENGTH OF TIME BETWEEN INITIAL SOIL EXPOSURE AND FINAL GRADING. ON LARGE PROJECTS THIS SHOULD BE ACCOMPLISHED BY PHASING THE OPERATION AND COMPLETING THE FIRST PHASE UP TO 10% OF THE TOTAL AREA WITHIN 7 DAYS OF THE START DATE. THEREAFTER, SUBSEQUENT PHASES SHALL BE COMPLETED AT A RATE OF NOT MORE THAN 14 DAYS SHALL BE TREATED WITH MULCH OR PLANTED WITH TEMPORARY VEGETATION. PROVISIONS SHALL BE MADE TO SAFELY CONVEY SURFACE RUNOFF TO STORM DRAINS, PROTECTED OUTLETS OR TO STABLE WATER COURSES TO ENSURE THAT EROSION DOES NOT OCCUR. ALL AREAS TO BE GRADED SHALL BE PREPARED TO RECEIVE FILL MATERIALS IN ACCORDANCE WITH GRASS SHALL NOT BE STEEPER THAN 2:1. AREAS TO BE FILLED SHALL BE CLEARED, GRUBBED AND STRIPPED OF TOPSOIL. TO REMOVE TREES, VEGETATION, ROOTS OR OTHER OBJECTIONABLE MATERIALS. AREAS SHALL BE SCARIFIED TO A MINIMUM DEPTH OF 3 INCHES PRIOR TO PLACEMENT OF TOPSOIL. ALL FILLS SHALL BE COMPACTED AS REQUIRED TO REDUCE EROSION. ALL AREAS TO BE GRADED SHALL BE PROTECTED FROM DAMAGE BY TRAFFIC OF EQUIPMENT, VEHICLES, ANIMALS AND CONDUITS, ETC. SHALL BE COMPACTED IN ACCORDANCE WITH LOCAL REQUIREMENTS OR CODES. ALL FILLS SHALL BE PLACED AND COMPACTED IN LAYERS NOT TO EXCEED 8 INCHES IN THICKNESS. FILL MATERIAL SHALL BE FREE OF STUMPS, LIMBS, BRANCHES, TWIGGAGE, ROCKS, LIMESTONE, SHELLS, GLASS, METAL, RUBBER, WAX, OIL, GREASE, AND OTHER UNSATISFACTORY LIFTS. FROZEN MATERIAL OR SOFT, MUCKY OR HIGHLY COMPRESSIBLE MATERIALS SHALL NOT BE INCORPORATED INTO FILL SLOPES OR STRUCTURAL FILLS. FILL SHALL NOT BE PLACED ON A FROZEN FOUNDATION. SEEPS OR SPRINGS SHALL BE STOPPED OR CONTROLLED BEFORE ANY FILL IS APPLIED AND APPROPRIATELY. ALL GRADED AREAS SHALL BE PERMANENTLY STABILIZED IMMEDIATELY FOLLOWING FINISHED GRADING.

IF POSSIBLE, TOPSOIL SHALL BE OCKLED ON THE PROJECT SITE AND REUSED. HIGH QUALITY TOPSOIL SHALL BE FRIABLE AND LOAMY (LOAM, SANDY LOAM, SILT LOAM, SANDY CLAY LOAM, CLAY LOAM), AND SHALL BE FREE OF DEBRIS, TRASH, STUMPS, ROCKS, ROOTS AND NOXIOUS WEEDS. AFTER THE AREAS TO BE TOPSOILED HAVE BEEN BROUGHT TO GRADE, AND IMMEDIATELY AFTER THE AREAS TO BE TOPSOILED HAVE BEEN BROUGHT TO GRADE, THE TOPSOIL SHALL BE UNIFORMLY DISTRIBUTED TO A MINIMUM COMPACTED DEPTH OF 4 INCHES. ANY IRREGULARITIES IN THE SURFACE RESULTING FROM TOPSOILING OR OTHER OPERATIONS SHALL BE CORRECTED IN ORDER TO ENSURE GOOD CONTACT WITH THE UNDERLYING SOIL. THE TOPSOIL SHALL BE UNIFORMLY DISTRIBUTED TO A MINIMUM COMPACTED DEPTH OF 4 INCHES. ANY IRREGULARITIES IN THE SURFACE RESULTING FROM TOPSOILING OR OTHER OPERATIONS SHALL BE CORRECTED IN ORDER TO ENSURE GOOD CONTACT WITH THE UNDERLYING SOIL, BUT UNDUE COMPACTION IS TO BE AVOIDED.

TO PREPARE THE SEEDBED, APPLY 10-20-20 FERTILIZER AT A RATE OF 800 POUNDS PER ACRE AND GROUND LIMESTONE AT A RATE OF 3 TONS PER ACRE. WORK THE FERTILIZER AND LIMESTONE INTO THE TOPSOIL TO A DEPTH OF 4 INCHES AND REMOVE ANY STONES, ROOTS OR OTHER VISIBLE DEBRIS. SELECT A SEED MIXTURE THAT IS APPROPRIATE FOR THE SOIL TYPE AND MOISTURE CONTENT AS FOUND AT THE SITE, AND FOR THE AMOUNT OF SUN EXPOSURE AND FOR LEVEL OF USE. REFER TO THE SEEDS AND MIXTURES CONSIDERED TO BE APPROPRIATE FOR THE WATKINS CONSERVATION DISTRICT FOR APPROPRIATE SEED MIXTURES. APPLY SEED UNIFORMLY IN ACCORDANCE WITH SUPPLIER RECOMMENDATIONS AND IMMEDIATELY COVER WITH MULCH AS DESCRIBED IN THE TEMPORARY MULCHING SECTION OF THIS PLAN.

SOD STRIPS SHALL BE LAID AT RIGHT ANGLES TO DIRECTION OF SLOPE OR FLOW OF WATER STARTING AT LOWEST ELEVATION. JOINTS SHALL BE STAGGERED, AND ALL STRIPS SHALL BE ROLLED OR TAMPED INTO PLACE. ON SLOPES, SOD SHALL BE ANCHORED WITH STAPLES, WIRE OR PINS. IRRIGATE SODDED AREA IMMEDIATELY AFTER INSTALLATION.

PERMANENT MULCH IS A LONG TERM COVER THAT PROVIDES A GOOD BUFFER AROUND DISTURBED AREAS. THE EROSION CONTROL MIX SHALL CONSIST PRIMARILY OF ORGANIC MATERIAL AND MAY INCLUDE SHREDDED BARK, STUMP GRINDINGS OR COMPOSTED BARK. WOOD CHIPS, GROUND CONSTRUCTION DEBRIS, REPROCESSED WOOD PRODUCTS OR BARK CHIPS ARE NOT ACCEPTABLE. THE EROSION CONTROL MIX SHALL CONTAIN A WELL-GRADED MIXTURE OF PARTICLE SIZES AND MAY CONTAIN ROCKS LESS THAN 4 INCHES IN DIAMETER. EROSION CONTROL MIX MUST BE FREE OF REFUSE, PHYSICAL CONTAMINANTS AND MATERIAL TOXIC TO PLANT GROWTH.

RIPRAP STONE SHALL CONSIST OF SUB-ANGULAR FIELD STONE OR ROUGH UNHEWN QUARRY STONE OF APPROXIMATELY RECTANGULAR SHAPE. THE DEPTH OF STONE SHALL BE A MINIMUM OF 2.2 TIMES THE MAXIMUM STONE DIAMETER. A GRAVEL OR GEOTEXTILE FILTER BLANKET SHALL BE PLACED BETWEEN THE RIPRAP AND UNDERLYING SOIL SURFACE. GRAVEL FILTER BLANKETS SHALL MEET MDOT TYPE-C UNDERDRAIN MATERIAL SPECIFICATIONS AND BE AT LEAST 6 INCHES THICK. GEOTEXTILE FILTER BLANKETS SHALL BE SPECIFIED BASED ON SITE CONDITIONS. RIPRAP SLOPES SHALL BE TIED INTO THE BASE OF THE EMBANKMENT BY EXCAVATING A TRENCH AT THE BOTTOM OF THE SLOPE AND INSTALLING A STABLE BASE OF RIPRAP TO GRADE.

THE WINTER CONSTRUCTION PERIOD typically BEGINS IN EARLY NOVEMBER AND ENDS IN MID APRIL. IF A CONSTRUCTION SITE IS NOT STABILIZED WITH PAVEMENT, A ROAD GRAVEL BASE, 75% MATURE VEGETATION COVER OR RIPRAP BY NOVEMBER 15 THEN THE SITE NEEDS TO BE PROTECTED WITH OVER-WINTER STABILIZATION. WINTER EXCAVATION AND EARTHWORK SHALL BE COMPLETED SUCH THAT NO MORE THAN 1 ACRE OF THE SITE IS WITHOUT STABILIZATION AT ANY ONE TIME. LIMIT THE EXPOSED AREA TO THOSE AREAS IN WHICH WORK IS TO OCCUR DURING THE FOLLOWING 15 DAYS AND THAT CAN BE MULCHED IN ONE DAY. AREAS THAT ARE NOT TO BE EXCAVATED OR EARTHWORKED SHALL BE COVERED WITH ROADWAY AREA MULCH. THE AREAS OF FUTURE LOAM AND SEED HAVE BEEN LOADED, SEEDED AND MULCHED. A COVER OF EROSION CONTROL MIX IS THE PREFERRED TEMPORARY MULCH DURING WINTER CONDITIONS.

ANY AREAS WITHIN 100 FEET FROM ANY REGULATED NATURAL RESOURCES, IF NOT STABILIZED WITH A MINIMUM OF 75% MATURE VEGETATION CATCH, SHALL BE MULCHED BY DECEMBER 1 AND ANCHORED WITH PLASTIC NETTING OR PROTECTED WITH AN EROSION CONTROL COVER. DURING WINTER CONSTRUCTION, A DOUBLE ROW OF SEDIMENT BARRIERS (FOR EXAMPLE, SILT FENCE BACKED WITH HAY BALES OR EROSION CONTROL MIX) WILL BE PLACED BETWEEN ANY REGULATED NATURAL RESOURCE AND THE DISTURBED AREA. PROJECTS CROSSING THE REGULATED NATURAL RESOURCE SHALL BE PROTECTED A MINIMUM DISTANCE OF 100 FEET FROM THE RESOURCE. EXISTING PROJECTS NOT STABILIZED BY DECEMBER 1 SHALL BE PROTECTED WITH THE SECOND LINE OF SEDIMENT BARRIER TO ENSURE FUNCTIONALITY DURING THE SPRING THAW AND RAINS.

DURING FROZEN CONDITIONS, SEDIMENT BARRIERS MAY CONSIST OF EROSION CONTROL MIX BERMS OR ANY OTHER RECOGNIZED SEDIMENT BARRIERS AS FROZEN SOIL PREVENTS THE PROPER INSTALLATION OF HAY BALES OR SILT FENCES.

ALL AREAS SHALL BE CONSIDERED TO BE DENuded UNt SEEDed AND MULCHed. HAY AND STRAW MULCH SHALL BE APPLIED AT A RATE OF 3 TONS PER ACRE (TwICE THE NORMAl ACCEPtED RATE) AND SHALL BE PROPERLY ANCHORED. EROSION CONTROL MIX MUST BE APPLIED WITH A MINIMUM 4 INCHES THICKNESS. MULCH SHALL NOT BE SPREAD ON TOP OF SNOW. SNOW MUST BE REMOVED DOWN TO A ONE-INCH DEPTH PRIOR TO APPLICATION. AFTER EACH DAY OF FINAL GRADING, THE AREA WILL BE PROPERLY STABILIZED WITH ANCHORED HAY OR STRAW OR EROSION CONTROL MATTING. AN AREA SHALL BE CONSIDERED TO HAVE BEEN STABILIZED WHEN EXPOSED SURFACES HAVE BEEN EITHER MULCHED OR ADEQUATELY ANCHORED SO THAT GROUND SURFACE IS NOT VISIBLE THROUGH THE MULCH. BETWEEN THE DATES OF NOVEMBER 1 AND APRIL 15, ALL MULCH SHALL BE ANCHORED BY EITHER MULCH NETTING, ASPHALT EMULSION CHEMICAL, TRACKING OR WOOD CELLULOSE FIBER. THE COVER WILL BE CONSIDERED SUFFICIENT WITH THE GROUND SURFACE IS NOT VISIBLE THROUGH THE MULCH. AFTER NOVEMBER 1ST, MULCH AND ANCHORING OF ALL EXPOSED SOIL SHALL OCCUR AT THE END OF EACH FINAL GRADING WORKDAY.

STOCKPILES OF SOIL OR SUBSOIL WILL BE MULCHED FOR OVER WINTER PROTECTION WITH HAY OR STRAW AT TWICE THE NORMAL RATE WITH A FOUR-INCH LAYER OF EROSION CONTROL MIX. THIS WILL BE DONE WITHIN 24 HOURS OF STACKING AND RE-ESTABLISHED PRIOR TO ANY RAINFALL OR SNOWFALL. ANY SOIL STOCKPILE WILL NOT BE PLACED WITHIN 100 FEET FROM ANY REGULATED NATURAL RESOURCE.

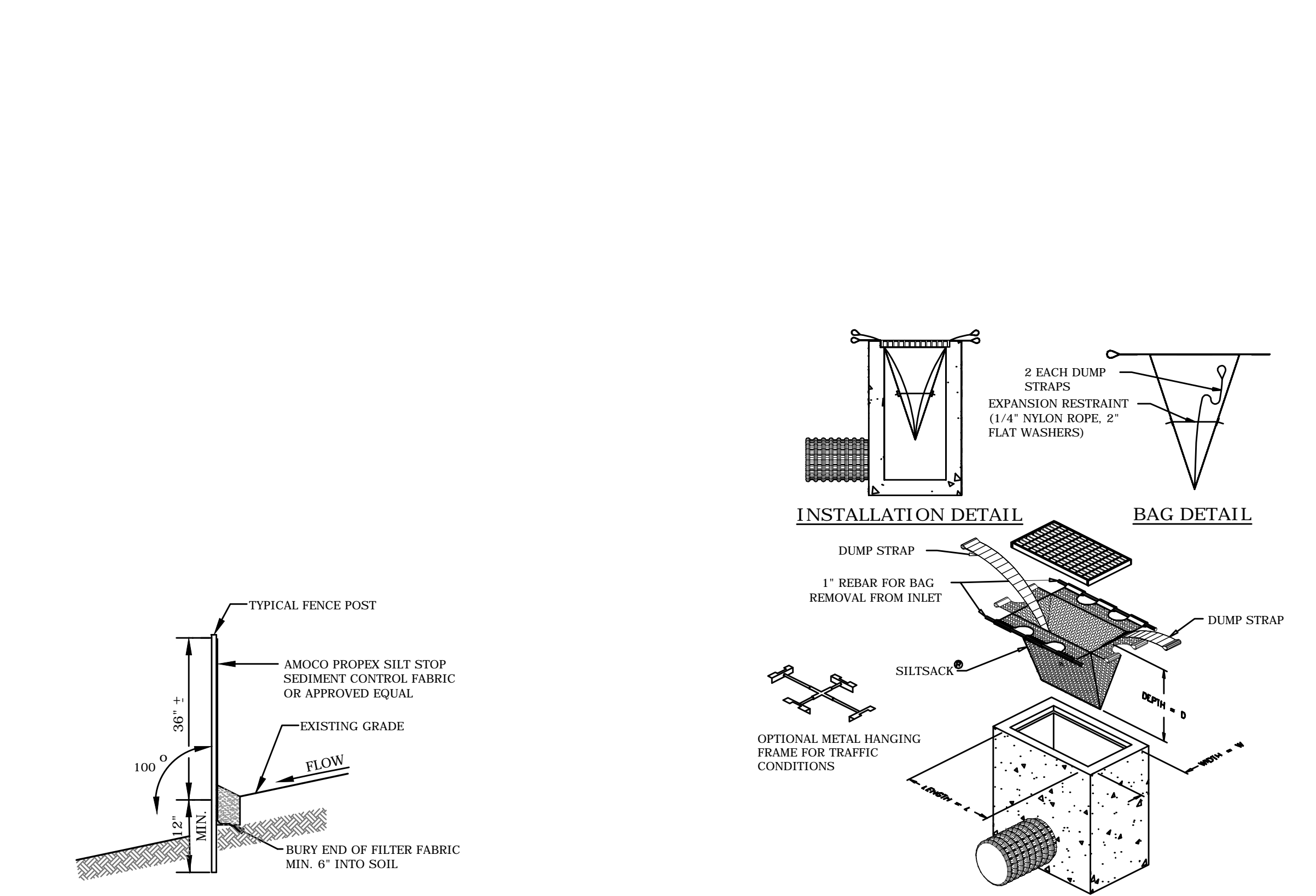
BETWEEN THE DATES OF OCTOBER 15 AND APRIL 1, LOAM OR SEED WILL NOT BE REQUIRED. DURING PERIODS OF ABOVE FREEZING TEMPERATURES FINISHED AREAS SHALL BE FINE GRADED AND EITHER PROTECTED WITH MULCH OR TEMPORARILY SEEDDED AND MULCHED UNTIL SUCH TIME AS THE FINAL TREATMENT CAN BE APPLIED. IF THE DATE IS AFTER NOVEMBER 1 AND IF THE EXPOSED AREA HAS BEEN LOOSED, FINAL GRADED WITH A UNIFORM SURFACE. THEN THE AREA MAY BE DORMANT SEEDDED AT A RATE OF 3 TIMES HIGHER THAN SPECIFIED FOR PERMANENT SEED AND THEN MULCHED. IF DORMANT SEEDING IS USED, ALL DISTURBED AREAS SHALL RECEIVE 4 INCHES OF LOAM AND SEED AT AN APPLICATION RATE OF 5 LBS PER 1,000 S.F. ALL AREAS INSUFFICIENTLY VEGETATED (LESS THAN 75%) IN THE SPRING SHALL BE REVEGETATED.

ALL STONE-LINED DITCHES AND CHANNELS MUST BE CONSTRUCTED BY NOVEMBER 15. ALL GRASS-LINED DITCHES AND CHANNELS MUST BE CONSTRUCTED AND STABILIZED BY SEPTEMBER 1. IF A GRASS-LINED DITCH OR CHANNEL IS STABILIZED BY SEPTEMBER 1, THEN EITHER A SOD LINING SHALL BE INSTALLED PRIOR TO OCTOBER 1 OR THE DITCH MUST BE LINED WITH STONE RIPRAP PRIOR TO NOVEMBER 15.

ALL TYPED COVERED SLOPES MUST BE CONSTRUCTED AND STABILIZED BY NOVEMBER 15. ALL SLOPES TO BE VEGETATED MUST BE SEEDED AND MULCHED BY SEPTEMBER 1. ALL AREAS HAVING A GRADE STEEPER THAN 15% SHALL BE CONSIDERED A SLOPE. IF A SLOPE TO BE VEGETATED IS NOT STABILIZED BY SEPTEMBER 1, THEN THE SLOPE SHALL EITHER BE STABILIZED WITH TEMPORARY VEGETATION AND EROSION CONTROL MATS BY OCTOBER 1, SOD BY OCTOBER 1, EROSION CONTROL MIX BY NOVEMBER 15 OR STONE RIPRAP BY NOVEMBER 15. SEE APPLICABLE SECTIONS UNDER EROSION AND SEDIMENTATION CONTROL NOTES FOR PROPER INSTALLATION METHODS.

BY SEPTEMBER 15, ALL DISTURBED SOILS ON AREAS HAVING A SLOPE LESS THAN 15% MUST BE SEEDED AND MULCHED. IF THE DISTURBED AREAS ARE NOT STABILIZED BY THIS DATE, THEN THE AREA SHALL EITHER BE STABILIZED WITH TEMPORARY VEGETATION BY OCTOBER 1, SOD BY OCTOBER 1, OR MULCH BY NOVEMBER 15. SEE APPLICABLE SECTIONS UNDER EROSION AND SEDIMENTATION CONTROL NOTES FOR PROPER INSTALLATION METHODS.

MAINTENANCE MEASURES SHALL BE APPLIED AS NEEDED DURING THE ENTIRE CONSTRUCTION SEASON. AFTER EACH RAINFALL, SNOW STOP OR PERIOD OF THAWING AND RUNOFF, THE SITE CONTRACTOR SHALL PERFORM A VISUAL INSPECTION OF ALL INSTALLED EROSION CONTROL MEASURES AND REPAIR AS NEEDED TO INSURE THEIR CONTINUOUS FUNCTION. FOLLOWING THE TEMPORARY AND/OR FINAL SEEDING AND MULCHING, THE CONTRACTOR SHALL, IN THE SPRING, INSPECT AND REPAIR ANY DAMAGES AND/OR BARE SPOTS. AN ESTABLISHED VEGETATIVE COVER MEANS A MINIMUM OF 85% OF AREAS VEGETATED WITH VIGOROUS GROWTH.



SEDIMENT FILTER FENCE (GSF)
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INLET PROTECTION (IP)
NOT TO SCALE

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JANUARY, 2022

DATE

PROJECT NO. 143.15272.00003

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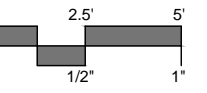
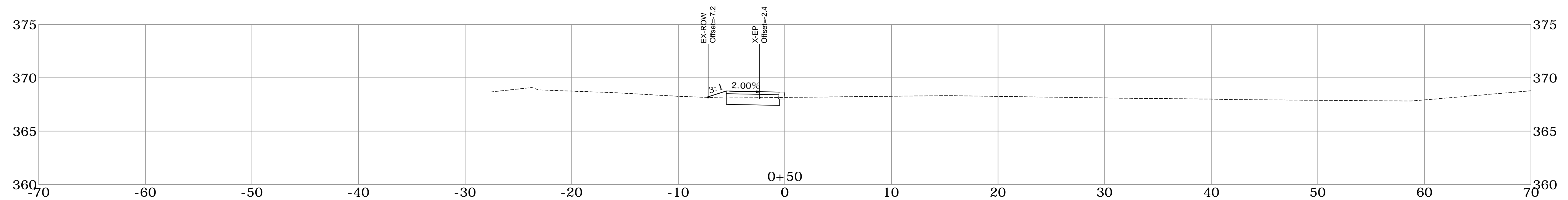
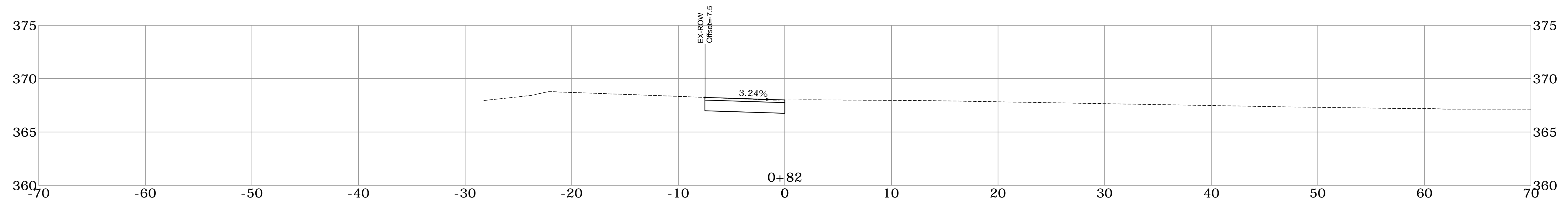
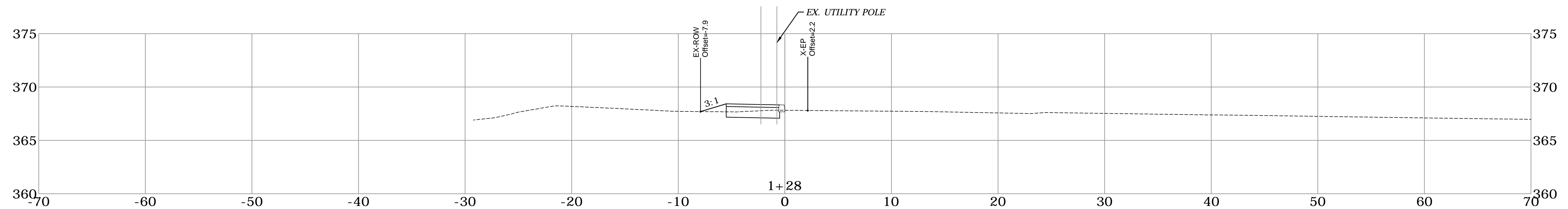
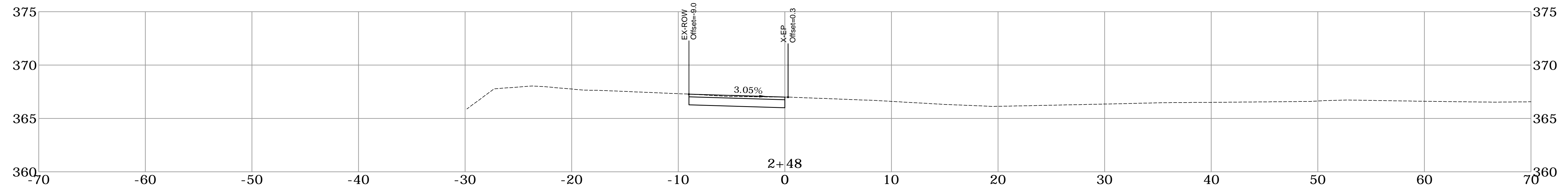
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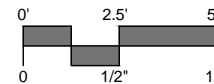
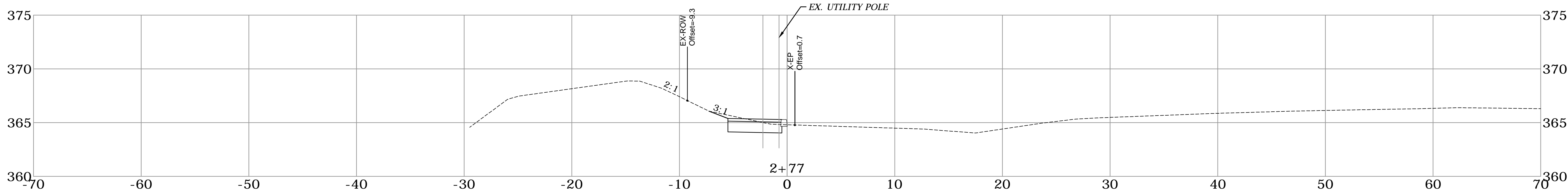
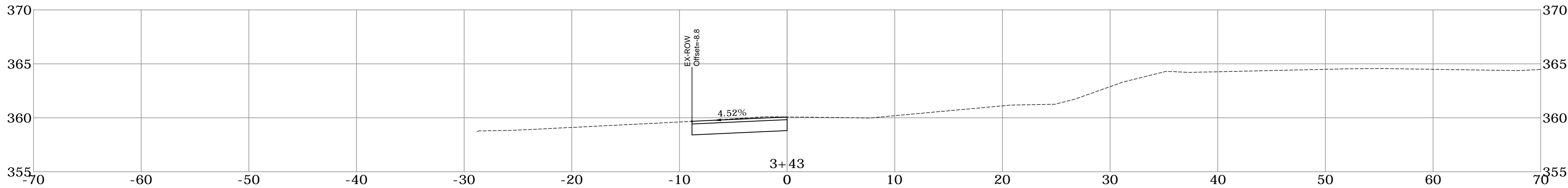
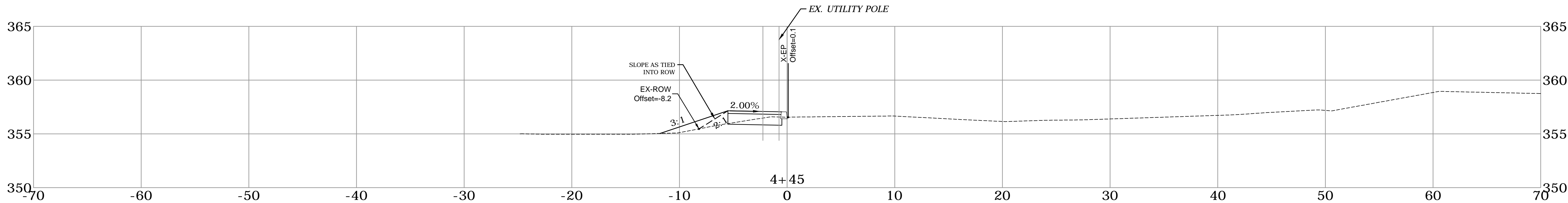
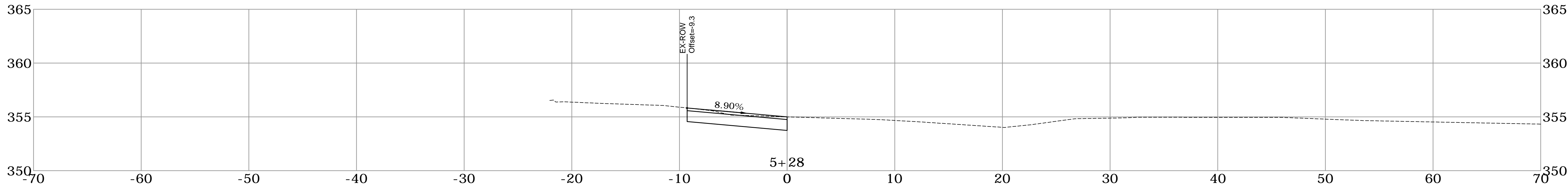
CRITICAL SECTIONS

OAK STREET SIDEWALK IMPROVEMENTS

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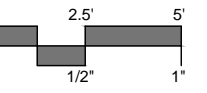
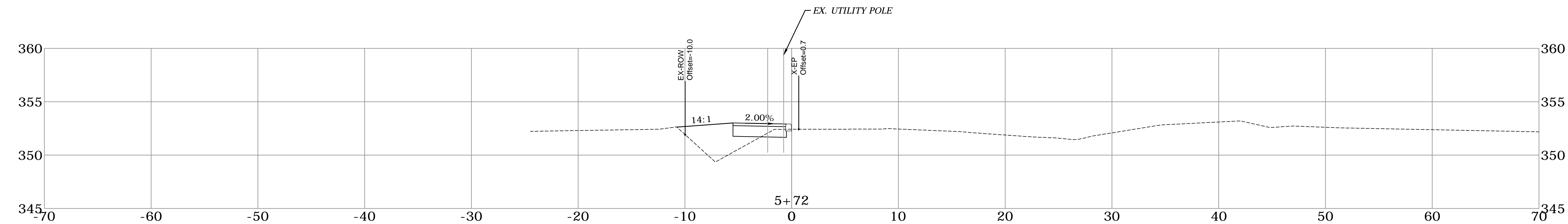
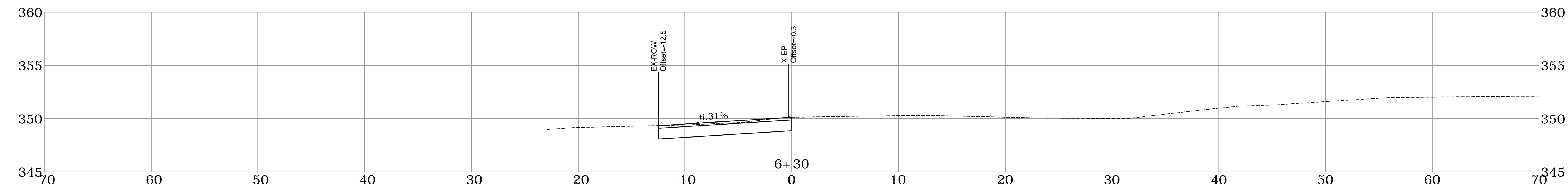
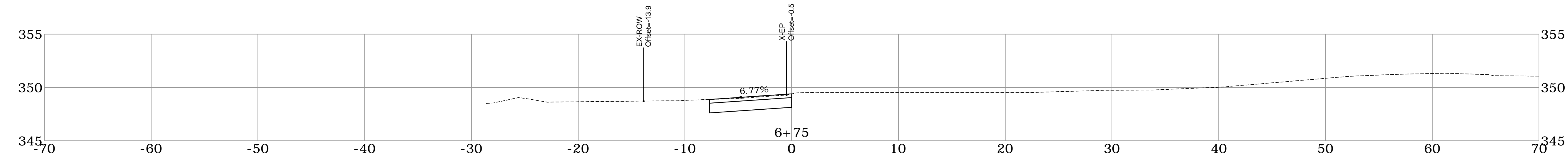
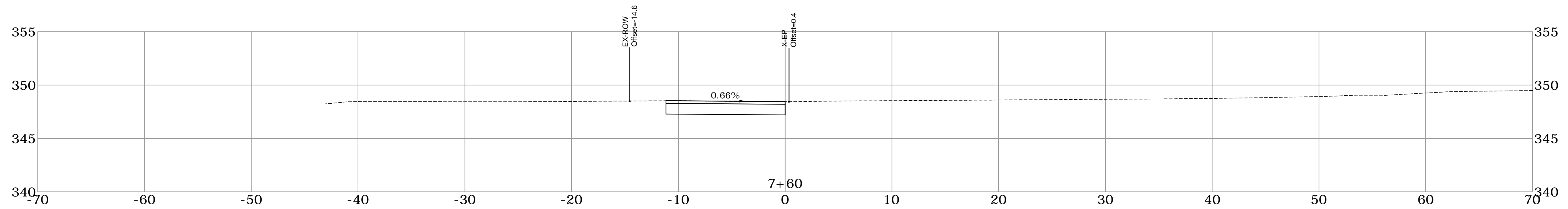
UNIVERSITY OF MAINE
SCHOOL OF CIVIL AND ENVIRONMENTAL ENGINEERING
BRIDGTON, MAINE 04605
TEL: 207.541.5444
WWW.SLRCONSULTING.COM



DESCRIPTION	DATE	BY

CRITICAL SECTIONS
OAK STREET SIDEWALK IMPROVEMENTS
OAK STREET
BRIDGTON, MAINE

MFZ	SWM	MFZ
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CRITICAL SECTIONS

OAK STREET SIDEWALK IMPROVEMENTS

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11

Laurie Chadbourne

From: Laurie Chadbourne
Sent: Wednesday, December 15, 2021 1:37 PM
To: Bridgton News
Subject: public hearing notice

TOWN OF BRIDGTON, NOTICE OF PUBLIC HEARING

The Municipal Officers of the Town of Bridgton will hold a Public Hearing at 5:30 P.M. on Tuesday, January 11, 2022 to accept oral and written comments on a proposed Select Board Remote Participation Policy.

Please advertise on December 30, 2021. Kindly confirm receipt.

Thank you,

Laurie

Laurie L. Chadbourne, Town Clerk
Town of Bridgton
3 Chase Street, Suite 1
Bridgton, ME 04009
Voice (207) 647-8786 Fax (207) 647-8789
www.bridgtonmaine.org

TOWN OF BRIDGTON
Board of Selectmen

DRAFT

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 extent 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: _____

TOWN OF BRIDGTON
Board of Selectmen

DRAFT

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.
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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 extent 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.
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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: _____

TOWN OF BRIDGTON

MEMO

TO: Board of Selectmen
FROM: Brenda Day, Code Enforcement Officer
RE: 17 Elm St./3 School St.
DATE: January 4, 2022

1) 17 Elm St. Dick Danis

The Board of Selectmen issued a \$2500.00 fine for a violation that has now been taken care of.

Mr. Danis has still not paid this fine. A letter from the Town attorney was also sent out to demand payment from Mr. Danis. (Please see the attached).

My question to the board is do you want to pursue the fine?

My opinion on the fine for 17 Elm St, Bridgton tax map 23 lot 49, is that the fine given at the selectmen's meeting for \$2500.00 with a signed consent agreement should be paid and signed as requested.

Violations cannot be appealed. A consent agreement is an agreement between the town and the property owner.

If the parties cannot agree then the town would take this matter to court.

2) 7 School St. Norman Huntress

We have had several complaints over the past several years regarding this abandoned house. I have sent out certified letters to the property owner on a couple of occasions with no response.

I am asking the board if they would like to start Dangerous Building proceedings.

Please see the attached back-up information for this property.

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

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

Administration Virtual: Community Development Director Linda LaCroix

1. Call to Order

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

2. Pledge of Allegiance

The Board recited the "Pledge of Allegiance."

3. Approval of Minutes

a. April 13, 2021

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

4. Public Comments on Non-Agenda Items

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

5. Committee/Liaison Reports

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

6. Correspondence, Presentations and Other Pertinent Information

There were no correspondence or other pertinent information.

7. New Business

a. Awards and Other Administrative Recommendations

1. Stop Sign on Kansas Road

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

2. Ping Pong Tables and Program

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

3. 17 Elm Street Violations

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

August 2, 2021

Richard Danis
66 South High Street
Bridgton, ME 04009

RE: Land Use Violations at 17 Elm Street, Bridgton, ME
04009 (Tax Map 23, Lot 49)

Dear Mr. Danis:

My firm represents the Town of Bridgton ("Town"). This letter is intended to inform you that the Town will take legal action against you unless you voluntarily pay a \$2,500 fine for several Ordinance violations that the Town's Code Enforcement Officer has observed on property that you own at 17 Elm Street, Bridgton, ME 04009 ("Property").

As I understand it, you and Barbra J. Danis are the record owners of the Property. On November 2, 2020, the Town's Code Enforcement Officer observed that you were 1) maintaining an unpermitted junkyard on the Property in violation of Section 4 of the Town's Ordinance to Regulate Automobile Graveyards, Junkyards, and Automobile Recycling Businesses, and 2) storing a storage container on the Property without a valid permit from the Town. The Town issued you a notice of violation for these violations on November 6, 2020.

For several months you took no action, despite the Town Code Enforcement Office's efforts to work with you to remediate the violations and bring the Property into compliance with the Town's Ordinances. In doing so, Town staff expended considerable time and resources to address the violations on the Property, while you yourself took little action to satisfy the Town's requests.

As a result, the Town's Board of Selectmen passed a motion directing the Town to assess a \$2,500 fine against you for the violations at the Property. The Town's Code Enforcement Office informed me that you recently removed the storage container from the Property and cleaned much of the debris from the Property.

This letter shall serve as notice that you have **seven days** from the receipt of this letter to voluntarily pay \$2,500 to the Town for the land use violations that were—or continue to be—present on the Property.

Should you refuse to pay the \$2,500 fine, then the Town will file an action against you in the Cumberland County District Court to secure payment of such fine, and the Town reserves the right to seek higher penalties from the Court for the land use violations that occurred on the Property.

August 2, 2021

Page 2

Keep in mind that 30-A M.R.S. § 4452 authorizes a Court to assess penalties ranging from \$100 to \$2,500 on a per day, per violation basis. Moreover, section 4452 entitles the Town to recover its costs and reasonable attorney's fees in the event that it prevails against you in any litigation to recover the fine described above. Consequently, the Town could pursue greater penalties, including costs and attorneys fees, in a land use enforcement action; however, the Town has chosen to attempt to resolve this matter through voluntary compliance if possible.

Please contact the Town's Code Enforcement Officer Brenda Day, at 207-803-9963, regarding this letter as soon as possible.

Sincerely,

A handwritten signature in black ink, appearing to read "Benjamin J. Plante". The signature is stylized with a large, sweeping "B" and "P".

Benjamin J. Plante

Cc: Brenda Day, Code Enforcement Officer, Town of Bridgton



TOWN OF BRIDGTON

www.bridgtonmaine.org

THREE CHASE STREET, SUITE #1
BRIDGTON, MAINE 04009

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

September 14, 2021

Norman Huntress
70 Dillon Rd
Harrison, ME 04040

RE: 7 School Street
Bridgton, ME

Dear Mr. Huntress,

After receiving complaints regarding the abandoned building at 3 School St., Bridgton Maine 04009 Map 24 Lot 25, I did a visual inspection of the property back in November 2020, at which time a certified letter was sent.

I am requesting that you contact me at the Bridgton Town Office to discuss your options.

If I do not hear from you within 10 days of receiving this letter, I will take the matter up with the Board of Selectmen and start the process of declaring this a dangerous building and accessing any applicable fines.

Thank you in advance for your cooperation regarding this matter.

Sincerely,

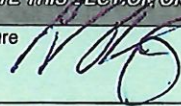
Brenda Day

Brenda Day
Code Enforcement Officer

VAR FROM BOTTOM UP

code

COMPLETE THIS SECTION ON DELIVERY

A. Signature  ☐ Agent
☒ Addressee
 B. Received by (Printed Name) C. Date of Delivery

1. Article Addressed to:

Norman Huntress
 70 Dillon Rd
 Harrison, ME 04840



9290 9901 0648 5300 2920 71

2. Article Number (Transfer from service label)

7190 1064 8530 0029 2076

D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature ☐ Priority Mail Express®
☐ Adult Signature Restricted Delivery ☐ Registered Mail™
☒ Certified Mail® ☐ Registered Mail Restricted Delivery
☐ Certified Mail Restricted Delivery ☐ Return Receipt for Merchandise
☐ Collect on Delivery ☐ Signature Confirmation™
☐ Collect on Delivery Restricted Delivery ☐ Signature Confirmation Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over \$500)

PS Form 3811, (facsimile) July, 2015

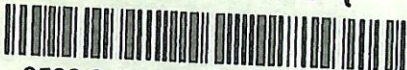
Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Norman Huntress
 P.O. Box 384
 Bridgton, ME 04009

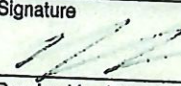


9590 9402 5397 9189 2714 98

2. Article Number (Transfer from service label)

7020 0090 0001 2674 0114

COMPLETE THIS SECTION ON DELIVERY

A. Signature  ☐ Agent
☒ Addressee
 B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature ☐ Priority Mail Express®
☐ Adult Signature Restricted Delivery ☐ Registered Mail™
☒ Certified Mail® ☐ Registered Mail Restricted Delivery
☐ Certified Mail Restricted Delivery ☐ Return Receipt for Merchandise
☐ Collect on Delivery ☐ Signature Confirmation™
☐ Collect on Delivery Restricted Delivery ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt



TOWN OF BRIDGTON

www.bridgtonmaine.org
THREE CHASE STREET, SUITE #1
BRIDGTON, MAINE 04009

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

November 12, 2020

Norman Huntress
P.O. Box 384
Bridgton, ME 04009

RE: 3 School St.
Bridgton Maine 04009

Dear Mr. Huntress

After receiving complaints regarding the abandoned building at 3 School St., Bridgton Maine 04009 Map 24 Lot 25, I did a visual inspection of the property and found it to be a dangerous building. At this time, I am requesting that you contact me at the Bridgton Town office to discuss options.

If I do not hear from you within 10 days, I will take this matter up with the municipal officers to have this building be declared a dangerous building and start legal action.

Thank you in advance for your cooperation regarding this matter.

Sincerely,

Brenda Day
Code Enforcement Officer
207-803-9963
Bday@bridgtonmaine.org

TEAR FROM BOTTOM UP

FOLD BACK TO REMOVE CARD

TOWN OF BRIDGTON
3 CHASE ST - SUITE 1
BRIDGTON ME 04009-1266

1. Article Addressed to:

NORMAN HUNTRESS
70 DILLON RD
TARNISON, ME 04060

9290 9901 0648 5300 2920 71



2. Article Number (Transfer from service label)

7190 1064 8530 0029 2076

PS Form 3811, (facsimile) July, 2015

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- | | |
|--|---|
| <input type="checkbox"/> Adult Signature | <input type="checkbox"/> Priority Mail Express® |
| <input type="checkbox"/> Adult Signature Restricted Delivery | <input type="checkbox"/> Registered Mail™ |
| <input checked="" type="checkbox"/> Certified Mail® | <input type="checkbox"/> Registered Mail Restricted Delivery |
| <input type="checkbox"/> Certified Mail Restricted Delivery | <input type="checkbox"/> Return Receipt for Merchandise |
| <input type="checkbox"/> Collect on Delivery | <input type="checkbox"/> Signature Confirmation™ |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery | <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <input type="checkbox"/> Insured Mail | |
| <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500) | |

Domestic Return Receipt

CERTIFIED MAIL



7190 1064 8530 0029 2076

NORMAN HUNTRESS
70 DILLON RD
TARNISON, ME 04060

TEAR FROM BOTTOM UP

FOLD BACK TO REMOVE CARD







TOWN OF BRIDGTON COMMITTEE APPLICATION

3 Chase Street, Suite 1
Bridgton, Maine 04009

207-647-8786

www.bridgtonmaine.org

Interested in participating on the Recycling Committee.

Applicant's Name: Maureen Harpell

Address: 100 Pine Farm West Rd.

Phone (Day): 207-590-8329 (Evening) same

E-mail address: maureenharpell@gmail.com

Personal background information (education, related experience, etc.) _____

Home gardener / nurse practitioner

Occupation: ✓

What goal and objectives do you have for this Committee? _____

↓ waste stream by composting

Other Information: _____

Availability for Meetings: ☒ Late Afternoons ☒ Evenings ☐ Weekdays

Maureen Harpell
Applicant's Signature

12 / 15 / 2021
Date

FOR MUNICIPAL USE ONLY

Application received on 12/17/2021

Application received by R (initials)

Board of Selectmen will consider this application on 12/28/2021

Applicant was:

☐ appointed for the following term _____

☐ not appointed

Date: ____/____/20____

Municipal Officers/Board of Selectmen:

_____	• Carmen E. Lone, Chairman
_____	• Glenn R. Zaidman, Vice-Chairman
_____	• Paul Tworog
_____	• G. Frederick Packard
_____	• Robert J. McHatton, Sr.

Applicant Notified of Board decision on: ____/____/20____

Applicant Notified by _____ (initials)

This form to be returned to the Municipal Clerk for filing.

Recycling Committee Roster

Name	Chappell, Sally	Title	Chairman
Address	60 Punkin Valley Dr.		
	Bridgton ME 04009		
E-Mail	beepbeep207@roadrunner.com		
Work			
Home	(207)647-8154		
Cell			
Other			

Name	Fitzcharles, Kate	Title	
Address	334 Kansas Road		
	Bridgton ME 04009		
E-Mail	katefitzcharles@gmail.com		
Work			
Home	(207)647-5570		
Cell	(207)890-5462		
Other			

Name	Johnson, Therese	Title	
Address	478 Upper Ridge Rd.		
	Bridgton ME 04009		
E-Mail	johnson479@roadrunner.com		
Work			

Name	Joss, Donna	Title	
Address	27 Millbrook Road		
	Bridgton Me 04009		
E-Mail	djoss@worchester.edu		
Work			
Home			
Cell	(207)803-2124		
Other			

Name	McDevitt, Maureen	Title	
Address	15 Cushman Lane		
	Bridgton ME 04009		
E-Mail	mmcd1952@gmail.com		
Work			
Home	(207)809-0978		
Cell	(207)461-3090		
Other			

Recycling Committee Roster

Name	Miller, Rachel	Title
Address	56 Punkin Valley Dr.	
E-Mail	Bridgton Me 04009	
Work	rcm273@gmail.com	
Home		
Cell	(862)222-5084	
Other		

CHARGE, MISSION AND AUTHORITY

NARRATIVE:

The Town of Bridgton operates a transfer station that has the capacity to accept separated recyclable materials from the waste stream. Over the course of years the recycling efforts have improved to the current practice of "Single Sort" which further encourages the separation of recyclables and has the ability to reduce the Town's overall costs associated with disposal. To guide the Select Board in matters of waste streams and recycling, a committee was established.

MISSION AND CHARGE:

The Recycling Committee is charged with the efforts to improve the recycling rate of the Town while reducing the disposal costs associated with the waste stream. Committee members shall become knowledgeable in the general operations of the transfer station, methods of disposal and recycling. Working with the Station Manager, town staff and Ecomaine as well as the community, the Committee shall recommend to the Select Board those policies, practices and procedures that might assist the Town in reducing its disposal costs. The Committee shall recommend any ordinance changes necessary to support the reduction of solid waste disposal costs, improve recycling opportunities and rates and provide other recommendations for consideration by the Select Board.

AUTHORITY:

The Committee shall report to the Select Board at least quarterly, the work and progress they have achieved on various assignments and issues. As an advisory committee, the Recycling Committee makes recommendations to the Board for consideration. The Committee may request volunteers to assist their efforts, however such persons are not considered voting members of the Committee. The Committee may request additional authorization from the Select Board for specific activities.

APPOINTMENTS:

Members are appointed by the Select Board on an annual basis, usually in January of each year. The Board may also appoint members during the year as they deem necessary.

MEETINGS:

The Committee shall hold regular public meetings, be responsible for the creation and posting of all agendas and the creation of the public record of each meeting in accordance with the prevailing state law. Such records shall be forwarded to the Select Board and any other entities they are working with.

AMENDMENTS:

The Select Board may amend the Mission and Charge as they deem appropriate.

To: Board of Selectmen

From: Recycling Committee

Re: Recommendation of Maureen Harpell to join the Recycling Committee

With the recent front-page article in the Bridgton News concerning the Pay Per Bag initiative (Oct. 14, 2021), Maureen Harpell expressed interest in how she could become involved as she is an avid composter at her home with experience in permaculture and organic gardening. She has good ideas about education, grants and ways to further waste reduction in Bridgton. In turn, we suggested she join our committee, and she has graciously accepted. Maureen is recently retired and now has the time to share her waste-reducing ideas with Bridgton's citizens. We are eager for her to participate in our upcoming program on composting with LRTV. For these reasons, we heartily recommend Maureen to be a part of our committee and look forward to her formal approval by the Board of Selectmen.

Sally Chappell, Chairperson

Bridgton Recycling Committe

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

k. pay for telephone services.

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

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

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

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

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

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

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

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

a. All Occupied Areas:

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

b. Miscellaneous/Storage

II. Ventilation

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

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

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

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

b. Designated Smoking Area:

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

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

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

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

a. General Office Space

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

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

a. General Office Space:

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

b. Other Area:

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

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

and parking spaces for a minimum of 25 cars in the parking area adjacent to the premises building; said parking area shall be paved, marked with lines, and provided with lighting (ANSI/IES Standards-Life Cycle Analysis Requirements). Lines shall be remarked as needed or at least once every two years; at least 2 parking spaces shall be reserved for the handicapped and marked/signed with the recognized handicapped symbol;

- i. allow the Department to make interior alterations, improvements and attach fixtures in the premises, provided any alterations, improvements, or attachments of fixtures which would affect the structural parts of the building or its heating, plumbing, or electrical systems shall not be performed by the Department without the prior written consent of the Lessor;
- j. allow the Department to attach informational signs in or upon the premises, provided attachment of informational signs to the exterior of the premises shall be performed in a workmanlike manner with prior written consent of the Lessor;
- k. furnish a sign reading "(Maine District Court)" or such name as designated by the Department to be attached to the exterior of the premises or erected adjacent to the premises. The size, style and location of the sign will be outlined in Exhibit "A" and as established by mutual agreement of the Lessor and the Department.
- l. furnish double glazed, operable windows with screens and suitable fire resistant coverings;
- m. install and maintain fire detection services and maintain an adequate number of approved fire extinguishers, and exit signs as required by the Department of Public Safety, suitably located (BOCA Code, Section 824);
- n. carry fire and extended coverage and casualty insurance on the premises during the entire term of this lease and any extension thereof in an amount equal to at least 80% of the replacement value of the property and any improvements thereon, written by any insurance company or companies authorized to do business in Maine;
- o. furnish all approved electrical power distribution equipment, outlets and fluorescent lighting fixtures throughout the premises capable of providing light intensity in accordance with ANSI/IES PP-1-1 1982 Standards for Office Lighting;
- p. provide a telephone outlet box wherever a duplex electrical outlet is provided, in offices, conference rooms, interview rooms, etc. (wherever a phone may need to be installed). It should be installed, wired, and covered with a blank cover.

Wiring should be 24 gauge, twisted copper, four pair. Sufficient lengths should be left coiled in each outlet box to facilitate connectors and also the ends in the telephone switch room should be long enough to allow proper cut down on blocks by the telephone vendor. All four pair cables must be marked on both ends to properly identify each run;
- q. pay all charges for sewer and water services supplied to the premises;
- r. pay all taxes and other assessments on said premises;
- s. make reasonable efforts to provide for rapid ice and snow removal for steps, walkway, doorways, sidewalks and parking lots, including sanding as needed, to be accomplished prior to normal working hours, or during working hours, if more than a 3" build-up of snow occurs. Provision for piled snow to be completely removed within 24 hours; and

1. furnish janitorial/custodial services to the premises.

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

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

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

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

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

22. **BUILDING CODE AND ENVIRONMENT**

A. Asbestos:

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

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

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

B. Air Quality Standards:

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

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

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

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

C. Other Hazardous Materials:

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

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

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

In the presence of:

Ronnie K. Balanger
WITNESS:

LESSOR:

[Signature]
Title: Chairman, Board of Selectmen

LESSEE:

Alvin Doran
WITNESS:

[Signature]
Title: Chief Judge, Maine District Court

STATE OF MAINE, Cumberland County January 08, 2002

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

LESSOR: Town of Bridgton, Robert J. McHatton

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

[Signature]
Notary Public

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

LESSEE:

[Signature]
Notary Public
Christie Clifford
Commission Expires 12/14/2008

APPROVED AS TO FORM:

_____ 2002

Approved by: _____

[Signature]
Director BGS 3.25.02

MEMORANDUM OF LEASE

REC FEB 08 '02

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

1. NAME OF PARTY TO LEASE:
 - a. The Lessor is Inhabitants of the Town of Bridgton
 - b. The Lessee is the State of Maine, District Court
2. DESCRIPTION OF LEASE PREMISES:

The building comprising 4,602 square feet located at Chase Street in Bridgton Maine
3. DATE OF LEASE: January 1, 1999
4. TERM OF LEASE:

Five (5) year lease beginning on January 1, 1999 and ending on December 31, 2003
5. PROVISIONS RELATING TO RENEWALS OR EXTENSIONS:

Lessee has option to renew for one term of five (5) years.
6. PROVISIONS RELATING TO OPTIONS TO PURCHASE OR TRANSFER OF TITLE: None.
7. DATE OF MEMORANDUM: 2/6/02
By: Ronnie K. Belonger For the Town of Bridgton
(Name of Lessor)

STATE OF MAINE

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

Before me, February 06, 2002

Notary Public

Laurie L. Mills

My Commission Expires

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

MEMORANDUM OF UNDERSTANDING

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

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

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

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

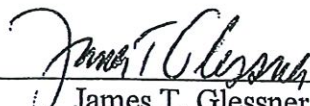
IN WITNESS WHEREOF, the Maine District Court and the Town of Bridgton, by their duly authorized representatives, have executed this Memorandum of Understanding.

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

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

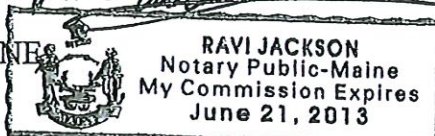
STATE OF MAINE
Administrative Office of the Courts

The Town of Bridgton


James T. Glessner
State Court Administrator


Mitchell A. Berkowitz
Town Manager


STATE OF MAINE
Bridgton, ss;

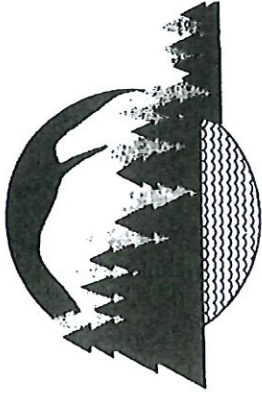


Date: May 5, 2011

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

Before me,

 NOTARY PUBLIC



MEMORANDUM

TOWN OF BRIDGTON Assessing Office

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

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

Tax Year	Account #	Map/Lot	Owner	Abated Value	Abated Tax	Reason
2021-2022	RE 793	6-32-2	Kirk, Gary J. & Donata M.	22,500	\$333.00	The Homestead Exemption was missed in the original commitment.
2021-2022	RE 1423	8-21E-1-TG	Giuffre, Kenneth & Victoria	12,800	\$189.44	The lot size was corrected from 21 to 11 acres.
2021-2022	PP 19	PP 19	Smith, Ronald C.	2,970	\$43.96	The business was closed prior to 4/1/2021.
			Totals		\$566.40	

The attached list of tax abatements are approved by the Bridgton Assessors/Selectmen on January 11, 2022.

Carmen E. Lone, Chairman

Paul A. Tworog

Glenn R. Zaidman, Vice Chairman

G. Frederick Packard

Robert J. McHatton Sr



MEMORANDUM

TO: The Bridgton Board of Assessors

FROM: Denis Berube, Assessor's Agent

DATE: January 11, 2022

RE: Affidavit Correct Local Government Record (5 M.R.S.A. 95-B)

5 M.R.S.A. 95-B

The following provisions apply to local government records.

1. Omissions or errors corrected. When omissions or errors exist in local government records, those records must be corrected under oath by the person who was responsible for those local government records, whether or not that person remains in office.

Bridgton Board of Assessors,

In your packets you will find that I have included an Affidavit Correct Local Government records and new Commitment papers for 2020 tax year. This correction is necessary to reflect the fact that we had 4 Homesteads out of 1,149 that were determined to be incorrect. The resulting change will reduce the Homestead reimbursement for 2020 from 285,438.84 to 284,444.67 a difference of \$994.17. The errors were for account where the owners did not live in Bridgton. The corrected papers are to replace the original forms in the Towns permanent records. The form labeled as Affidavit Correct Local Government Records is to be signed by the Tax Collector as well as a Notary Public. The new set of 2020 Commitment papers are to be signed by the Board of Assessors.

Sincerely, 

Denis NJ Berube CMA
John E. O'Donnell & Associates
Assessors' Agent

**Affidavit Correct Local Government Record
(5 M.R.S.A § 95-B)**

City/Town of Bridgton.

Now comes Robert A. Peabody, who, being duly sworn, deposes and say as follows: (NAME)

1. I am the Tax Collector of the City/Town of Bridgton.
(POSITION)
2. I am responsible for the preparation of 2020 Tax Commitment, which is a local
(NAME OF RECORD)
government record within the scope of 5 M.R.S.A § 95 et seq.
3. On or about 07/16/2020 I prepared a 2020 Tax Commitment, and it has come to my
(DATE) (RECORD)
attention that said record contains an error/omission, specifically:
The correction of Homestead Exemption errors

(IDENTIFY THE ERROR/OMISSION & BRIEFLY EXPLAIN HOW IT OCCURRED)
4. The record should properly state See amended Tax Rate Calculator Form.
(STATE CORRECT INFORMATION)
5. I make this affidavit in order to correct the error or omission identified above.

Date: 01/11/2022

(SIGNATURE)

Robert A. PeabodyCumberland
(PRINTED NAME)

STATE OF MAINE

Cumberland, ss
(COUNTY)

Personally appeared before me the above-named Robert A. Peabody, who swore that the facts recited in the foregoing affidavit are true of his/her own knowledge or were stated to be on information and belief he/she has such information and believes it to be true and reliable: and who executed the same in my presence.

Date: 01/11/2022

(NOTARY PUBLIC/ATTORNEY)

MY COMMISSION EXPIRES: _____

(PRINTED NAME)

CERTIFICATE OF ASSESSMENT TO BE RETURNED TO MUNICIPAL TREASURER
STATE OF MAINE

County of Cumberland, ss.

We hereby certify, that we have assessed a tax on the estate, real and personal, liable to be taxed in the Municipality of Bridgton for the fiscal year 07-01-2020 to 06-30-2021, at 14.95 mills on the dollar, on a total taxable valuation of \$ 1,012,951,246.

Assessments:

1. County Tax	\$ <u>738,484</u>	
2. Municipal Appropriation	\$ <u>7,765,632</u>	
3. TIF Financing Plan Amount	\$ <u>286,314.85</u>	
4. Local Education Appropriation	\$ <u>9,905,527</u>	
5. Overlay Not to Exceed 5% of "Net To Be Raised"	\$ <u>94,876.60</u>	
6. Total Assessments		\$ <u>18,790,834.45</u>

Deductions:

7. State Municipal Revenue Sharing	\$ <u>240,000</u>	
8. Homestead Exemption Reimbursement	\$ <u>284,444.67</u>	
9. BETE Reimbursement	\$ <u>17,652.66</u>	
10. Other Revenue	\$ <u>3,105,116</u>	
11. Total Deductions		\$ <u>3,647,213.33</u>
12. Net Assessment for Commitment		\$ <u>15,143,621.12</u>

(line 6 minus line 11)

Lists of all the same we have committed to Robert A. Peabody Tax Collector of said Municipality, with warrants in due form of law for collecting and paying the same to Robert A. Peabody, Municipal Treasurer of said Municipality, or the successor in office, on or before such date, or dates, as provided by legal vote of the Municipality and warrants received pursuant to the laws of the State of Maine. (36 M.R.S.A. section 712)

Given under our hands this 01/11/2022.

mm/dd/yy

Municipal Assessor(s)

ASSESSORS' CERTIFICATION OF ASSESSMENT

WE HEREBY CERTIFY, that the pages herein, numbered from 1 to 1067 inclusive, contain a list and valuation of Estates, Real and Personal, liable to be taxed in the Municipality of Bridgton for State, County, District, and Municipal Taxes for the fiscal year 07/01/2020 to 06/30/2020 as they existed on the first day of April, 2015.

IN WITNESS THEREOF, we have hereunto set our hands at Bridgton, this 11 day of January, 2022.

Municipal Assessor(s)

MUNICIPAL TAX ASSESSMENT WARRANT

State of Maine Municipality Bridgton County Cumberland
To Robert A. Peabody, Tax Collector

In the name of the State of Maine, you are hereby required to collect of each person named in the list herewith committed to you the amount set down on said list as payable by that person.

Assessments:

1. County Tax	\$ <u>738,484</u>	
2. Municipal Appropriation	\$ <u>7,765,632</u>	
3. TIF Financing Plan Amount	\$ <u>286,314.85</u>	
4. Local Education Appropriation	\$ <u>9,905,527</u>	
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10. Other Revenue	\$ <u>3,105,116</u>	
11. Total Deductions		\$ <u>3,647,213.33</u>
12. Net Assessment for Commitment		\$ <u>15,143,621.12</u>

(line 6 minus line 11)

You are to pay to Robert A. Peabody, the Municipal Treasurer, or to any successor in office, the taxes herewith committed, paying on the last day of each month all money collected by you, and you are to complete and make an account of your collections of the whole sum on or before 12/31/2021.
mm/dd/yy

In case of the neglect of any person to pay the sum required by said list until after 8-15-20 + 11-15-20
2-15-21 + 5-15-21 mm/dd/yy;
you will add interest to so much thereof as remains unpaid at the rate of 6% percent per annum, commencing 8-15-20 - 11-15-20 to the time of payment, and collect the same with the tax remaining unpaid. 2-15-21 mm/dd/yy 5-15-21

Given under our hands, as provided by a legal vote of the Municipality and Warrants received pursuant to the Laws of the State of Maine, this 01-11-2022.
mm/dd/yy

Assessor(s) of: Bridgton

CERTIFICATE OF COMMITMENT

To Robert A. Peabody, the Collector of the Municipality of Bridgton, aforesaid.

Herewith are committed to you true lists of the assessments of the Estates of the persons wherein named; you are to levy and collect the same, of each one their respective amount, therein set down, of the sum total of \$ 15,143,621.12 (being the amount of the lists contained herein), according to the tenor of the foregoing warrant.

Given under our hands this 01/11/2022.
mm/dd/yy

Assessor(s) of: Bridgton

File the original certificate with the tax collector. File a copy in the valuation book

You are to pay to Robert A. Peabody, the Municipal Treasurer, or to any successor in office, the taxes herewith committed, paying on the last day of each month all money collected by you, and you are to complete and make an account of your collections of the whole sum on or before 12/31/2021.
mm/dd/yy

In case of the neglect of any person to pay the sum required by said list until after 8-15-20 + 11-15-20
2-15-21 + 5-15-21 mm/dd/yy;
you will add interest to so much thereof as remains unpaid at the rate of 6% percent per annum, commencing 8-15-20 - 11-15-20 to the time of payment, and collect the same with the tax remaining unpaid. 2-15-21 mm/dd/yy 5-15-21

Given under our hands, as provided by a legal vote of the Municipality and Warrants received pursuant to the Laws of the State of Maine, this 01-11-2022.
mm/dd/yy

Assessor(s) of: Bridgton

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To Robert A. Peabody, the Collector of the Municipality of Bridgton, aforesaid.

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Given under our hands this 01/11/2022.
mm/dd/yy

Assessor(s) of: Bridgton

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MAINE REVENUE SERVICES - 2020 MUNICIPAL TAX RATE CALCULATION STANDARD FORM

Municipality: Bridgton (AMENDED)

BE SURE TO COMPLETE THIS FORM BEFORE FILLING IN THE TAX ASSESSMENT WARRANT

1. Total taxable valuation of real estate 1 **996,139,115**
(must match MVR Page 1, line 6)
2. Total taxable valuation of personal property 2 **16,812,131**
(must match MVR Page 1, line 10)
3. Total taxable valuation of real estate and personal property (Line 1 plus line 2) 3 **1,012,951,246**
(must match MVR Page 1, line 11)
4. (a) Total exempt value for all homestead exemptions granted 4(a) **27,180,570**
(must match MVR Page 1, line 14f)
- (b) Homestead exemption reimbursement value 4(b) **19,026,399**
(line 4(a) multiplied by 0.7)
5. (a) Total exempt value of all BETE qualified property 5(a) **2,361,560**
(must match MVR Page 2, line 15c)
- (b) BETE exemption reimbursement value 5(b) **1,180,780**
(line 5(a) multiplied by 0.5)
- Municipalities with significant personal property & equipment may qualify for more than 50% reimbursement. Contact MRS for the Enhanced Calculator Form. **DO NOT QUALIFY**
6. Total valuation base (Line 3 plus line 4(b) plus line 5(b)) 6 **1,033,158,425**

ASSESSMENTS

7. County tax 7 **\$738,484.00**
8. Municipal appropriation 8 **\$7,765,632.00**
9. TIF financing plan amount 9 **\$286,314.85**
(must match MVR Page 2, line 16c + 16d)
10. Local education appropriation (Local share/contribution)
(Adjusted to Municipal Fiscal Year) 10 **\$9,905,527.00**
11. Total assessments (Add lines 7 through 10) 11 **\$18,695,957.85**

ALLOWABLE DEDUCTIONS

12. Anticipated state municipal revenue sharing 12 **\$240,000.00**
13. Other revenues: (All other revenues that have been formally appropriated to be used to reduce the commitment such as excise tax revenue, tree growth reimbursement, trust fund or bank interest income, appropriated surplus revenue, etc. (Do not include any homestead or BETE reimbursement)) 13 **\$3,105,116.00**
14. Total deductions (Line 12 plus line 13) 14 **\$3,345,116.00**
15. Net to be raised by local property tax rate (Line 11 minus line 14) 15 **\$15,350,841.85**

16. **\$15,350,841.85** x **1.05** = **\$16,118,383.94** Maximum Allowable Tax
(Amount from line 15)
17. **\$15,350,841.85** ÷ **1,033,158,425** = **0.014858** Minimum Tax Rate
(Amount from line 15) (Amount from line 6)
18. **\$16,118,383.94** ÷ **1,033,158,425** = **0.015601** Maximum Tax Rate
(Amount from line 16) (Amount from line 6)
19. **1,012,951,246** x **0.014950** = **\$15,143,621.13** Tax for Commitment
(Amount from line 3) (Selected Rate) (Enter on MVR Page 1, line 13)
20. **\$15,350,841.85** x **0.05** = **\$767,542.09** Maximum Overlay
(Amount from line 15)
21. **19,026,399** x **0.014950** = **\$284,444.67** Homestead Reimbursement
(Amount from line 4b) (Selected Rate) (Enter on line 8, Assessment Warrant)
22. **1,180,780** x **0.014950** = **\$17,652.66** BETE Reimbursement
(Amount from line 5b) (Selected Rate) (Enter on line 9, Assessment Warrant)
23. **\$15,445,718.45** - **\$15,350,841.85** = **\$94,876.60** Overlay
(Line 19 plus lines 21 and 22) (Amount from line 15) (Enter on line 5, Assessment Warrant)

(If Line 23 exceeds Line 20 select a lower tax rate.)

Results from this completed form should be used to prepare the Municipal Tax Assessment Warrant, Certificate of Assessment to Municipal Treasurer and Municipal Valuation Return.

TOWN OF BRIDGTON

MEMO

TO: Board of Selectmen
FROM: Laurie L. Chadbourne, Town Clerk
RE: Business Licenses
DATE: January 5, 2022

▪ **Hoot Family Farm (DBA OPUS)**

4 Sustainable Way

Medical Marijuana Caregiver Retail Store

☒ CEO ☒ Fire ☒ Police ☒ Town Clerk

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