

SELECT BOARD MEETING AGENDA

DATE: Tuesday, June 27, 2023

TIME: 5:00 P.M.

PLACE: Select Board Meeting Room, 10 Iredale Street, Bridgton

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1. Call to Order
2. Pledge of Allegiance
3. Organizational Matters
 - a. Election of Chair and Vice-Chair
 - b. Meeting Schedule Dates and Times
 - c. Schedule for Review of Treasurer's Warrants
[July-September 2023; October-December 2023; January-March 2024; April -June 2024]
 - d. Committee Liaisons
4. Approval of Minutes: June 13, 2023
5. Public Comments on Non-Agenda Items (*Each speaker **may** be limited to 3 minutes.*)
6. Committee/Liaison Reports
7. Correspondence, Presentations and Other Pertinent Information
8. Public Hearing at 5:30 P.M.
 - a. To Accept Oral and Written Comments on a Special Amusement Permit Application from ITN Mountain Range LLC (146 Harrison Road) for Acoustic Music
9. Action Items Following Public Hearing
 - a. Special Amusement Permit Application from ITN Mountain Range LLC (146 Harrison Road)
10. New Business
 - a. Awards and Other Administrative Recommendations
 1. Carry Forward Requests FY 2023/24
 2. Discharge of Judgement Lien, Donald and Lizzie Harrington Property
 - b. Permits/Documents Requiring Board Approval
 1. New Victualer's License to Smokin J's BBQ, LLC (Food Truck)
(Approved by CEO for Food Truck Park on Portland Road)
 2. New Victualer's License to Beacon Bar & Bistro (Food Truck)
(July 3rd as Approved by Event Coordinators at Skillins Circle)
 3. Certificate of Commitment of Sewer User Rates Commitment #276
 - c. Select Board Comments
 - d. Town Manager's Report/Deputy Town Manager's Report

11. Old Business (*Board of Selectmen Discussion Only*)
 - a. Wastewater Status Update
12. Treasurer's Warrants
13. Public Comments on Non-Agenda Items (*Each speaker **may** be limited to 3 minutes.*)
14. Dates for the Next Board of Selectmen's Meetings
~~July 13, 2023~~ **July 11, 2023**
~~July 27, 2023~~ **July 25, 2023**
October 5, 2023 at 5PM (Transfer Station Workshop)
15. Adjourn

Town Manager's Notes
Board of Selectmen's Meeting
June 27, 2023

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Organizational Matters**
 - a. Nominations for Chair/Vice-Chair

Suggested motion: Move to nominate _____ for Chair.
Suggested motion: Move to nominate _____ for Chair.
Suggested motion: Move to close nominations.
(Vote is in order of nomination)
Suggested motion: Move to nominate _____ for Vice-Chair.
Suggested motion: Move to nominate _____ for Vice-Chair.
Suggested motion: Move to close nominations.
(Vote is in order of nomination)
 - b. Meeting Schedule and Times
Currently 2nd and 4th Tuesday at 5:00pm
 - c. Treasurer's Warrants Review Schedule and Assignments
 - d. Committee Liaisons
Please refer to list in your binders
4. **Approval of Minutes:**
 - a. June 13, 2023
Suggested Motion: Move to approve the June 13, 2023, Selectboard Minutes.
6. **Committee/Liaison Reports**
7. **Correspondence, Presentations and Other Pertinent Information**
8. **Public Hearing (5:30PM)**

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

 - a. To accept written and oral comments on a Special Amusement Permit from ITN Mountain Range LLC.
9. **Action Items Following Public Hearing**
 - a. *Suggested Motion: Move to approve Special Amusement Permit for ITN Mountain Range LLC.*
10. **New Business**
 - a. Awards and Other Administrative Recommendations
 1. In your binder, please find the requested Carry Forwards for Fiscal Year 2023. Please also note that some of the funds are encumbered (yellow highlight) (goods or services rendered but not yet invoiced) others are still to be spent.
Suggested motion: Move to approve the 2023-24 Carry Forward requests as submitted.
 2. The Town has been served as a "Party in Interest" in a complaint filed by Maine State Housing Authority against Lizzie Harrington. It is an action for foreclosure and sale of the property located at 245 Pond Road. The Town is named because it won a Judgement against the Harringtons. The balance of the Judgement is \$116.00. Given the smallness of the balance when balanced against the possible legal fees in pursuing Ms. Harrington or defending the Town, it makes since to release the lien and record the discharge of the lien. Please refer to the materials in your binder.

Motion: Motion to release the lien against the Donald and Lizzie Harrington property situated at 245 Pond Road.

Motion: Motion to authorize and direct the Town Attorney to record the discharge releasing the lien on the Town's behalf.

b. Permits/Documents Requiring Board Approval

1. New Victualer's License to Smokin J's BBQ, LLC.

Suggested motion: Move to approve a Victualer's License to Smokin J's BBQ, LLC.

2. New Victualer's License to Beacon Bar & Bistro.

Suggested motion: Move to approve a New Victualer's License Beacon Bar & Bistro.

3. Pursuant to 30-A M.R.S. § 3406 (copy of statute in your packet), please refer to Certificate of Commitment of Sewer User Rates: #276 in your packet.

Suggested motion: Move to commit the March 1, 2023, to May 31, 2023, Sewer User Rate Commitment #276 comprising 3 pages totaling \$16,136.74 to the Treasurer for collection.

10. Old Business

- a. Projects Update

Community Development Advisory Committee Roster

Name	Beth Cossey	Title
Address	338 Highland Road	
	Bridgton ME 04009	
E-Mail	Bethiac@aol.com	
Work		
Home		
Cell	(207)400-2776	
Other	(207)647-3724	

Name	Bottom, Al IV	Title
Address	14 Conforte Hill Road	
	Bridgton ME 04009	
E-Mail	inthastixs02@yahoo.com	
Work	(207)693-5349	
Home	(207)647-4044	
Cell		
Other		

Name	Bullard, Greg	Title
Address	257 Pond Road	
	Bridgton ME 04009	
E-Mail	gsbullard5@gmail.com	
Work		
Home		
Cell	(207)712-3942	
Other		

Name	Cook, Angie	Title	Chamber of Commerce Director
Address	34 Campbell Drive		
	Bridgton ME 04009		
E-Mail	director@gbldcc.org		
Work	(207)647-3472		
Home	(207)229-6543		
Cell			
Other			

Name	Hill, Victoria	Title	Town of Bridgton Staff- Community Development Director
Address			
E-Mail	vhill@bridgtonmaine.org		
Work	(207)803-9956		

Community Development Advisory Committee Roster

Name	Kevin Raday	Title	Chair
Address	51/63 Alpine Road		
	Bridgton ME 04009		
E-Mail	kevin@raday.org		
Work			
Home	(207)647-5205		
Cell	(215)218-0795		
Other			

Name	Lynn, Margaret "Maggie"	Title	
Address	15 Church Street		
	Bridgton ME 04009		
E-Mail	Margaret.l.m.lynn@gmail.com		
Work			

Name	McHatton, Robert J., Sr.	Title	Select Board Liaison
Address	207 South High Street		
	Bridgton ME 04009		
E-Mail	mchrob@hotmail.com		
Work			
Home	(207)647-4280		
Cell			
Other			

Name	Miller, Evan	Title	
Address	60 Sunset Road		
	Bridgton ME 04009		
E-Mail	dagmiller@roadrunner.com		
Work	(207)647-9599		

Name	Stone, Amy	Title	
Address	1 Church Street		
	Bridgton ME 04009		
E-Mail	bridgtonlibrary@gmail.com		
Work	(207)647-2472		

Comprehensive Plan Update Task Force Roster

Name	Baillargeon, Christine	Title
Address	6 Hillcrest Ave	
	Bridgton ME 04009	
E-Mail	baillargeoncc@gmail.com	
Work		
Home	(207)749-6460	
Cell		
Other		
Name	Barker, Molly	Title
Address	94 Beaver Creek Farm Road	
	Bridgton ME 04009	
E-Mail	mbarker@bridgtonacademy.org	
Work		
Home	(207)461-0276	
Cell		
Other		
Name	Bottone, Al	Title
Address	14 Conforte Hill Road	
	Bridgton ME 04009	
E-Mail	inthastixs02@yahoo.com	
Work		
Home	(207)639-5349	
Cell		
Other		
Name	Colello, Gary	Title Recreation Director
Address	26 North High Street	
	Bridgton ME 04009	
E-Mail	rec@bridgtonmaine.org	
Work		
Home	(207)647-1126	
Cell		
Other		
Name	Cook, Angie	Title Chamber of Commerce Director
Address	257 Main Street	
	Bridgton ME 04009	
E-Mail	info@glrcc.org	
Work		
Home	(207)647-3472	
Cell		
Other		

Comprehensive Plan Update Task Force Roster

Name	Davis, Michael	Title	
Address	12 North High Street		
	Bridgton ME 04009		
E-Mail	oldentimesmike@gmail.com		
Work			
Home	(207)461-2797		
Cell			
Other			
Name	Fleck, Georgiann	Title	Deputy Town Manager
Address	3 Chase Street, Suite 1		
	Bridgton ME 04009		
E-Mail	gmffleck@bridgtonmaine.org		
Work	(207)803-9959		
Name	Gibbs, Ken	Title	Planning Board Liaison
Address	27 Milbrook Road		
	Bridgton ME 04009		
E-Mail			
Work			
Name	Guthro, Susie	Title	Community Engagement Coordinator
Address			
E-Mail	susan.guthro@opportunityalliance.org		
Work			
Home			
Cell	(207)819-5773		
Other			
Name	Hill, Tori	Title	Community Development Director
Address	3 Chase Street, Suite 1		
	Bridgton ME 04009		
E-Mail	vhill@bridgtonmaine.org		
Work	(207)803-9956		
Name	Johnson, Therese	Title	
Address	478 Upper Ridge Rd		
	Bridgton ME 04009		
E-Mail	johnson479@roadrunner.com		
Work			
Home	(207)647-5651		
Cell			
Other			

Comprehensive Plan Update Task Force Roster

Name	Markot, Matt	Title
Address	8 Depot St	
E-Mail	Bridgton ME 04009 execdir@lelt.org	
Work		
Home	(207)647-4352	
Cell		
Other		
Name	McAvoy, Elizabeth	Title
Address	45 Frost Farm Rd	
E-Mail	Bridgton ME 04009 bethmcavoy@gmail.com	
Work		
Home		
Cell	(978)395-6779	
Other		
Name	Medcalf, Lega	Title
Address	514 Hio Ridge Rd	
E-Mail	Bridgton ME 04009 legasmedcalf@gmail.com	
Work		
Home	(207)647-2366	
Cell		
Other		
Name	Murphy, Kenneth J.	Title Selectboard Liaison
Address	72 North Rd	
E-Mail	Bridgton ME 04009 selectmanmurphy@bridgtonmaine.org	
Work	(207)242-9417	
Name	Quint, Joshua	Title
Address		
E-Mail		
Work		
Name	Schrader, Suzanne	Title
Address	2 Hoyts Ridge Rd	
E-Mail	Bridgton ME 04009	
Work	(772)607-1939	

Comprehensive Plan Update Task Force Roster

Name	to be appointed	Title	Planning Board Liaison
Address			

**E-Mail
Work**

Name	Tworog, Mary	Title	
Address	4 Hillcrest Ave		

E-Mail	Bridgton ME 04009
Work	mac2rog@gmail.com
Home	
Cell	(207)595-7977
Other	

Name	Tworog, Paul A.	Title	Selectboard Liaison
Address	4 Hillcrest Ave		

E-Mail	Bridgton ME 04009
Work	selectmantworog@gmail.com
Home	
Cell	(207)595-8209
Other	

Name	Chandel, Tom	Title
Address	PO BOX 7	
E-Mail	BRIDGTON ME 04009	
Work	tomchand@gwi.net	
	(207)647-5711	
Name	Creem, Tim	Title
Address	PO Box 38	
E-Mail	Bridgton ME 04009	
Work	timcreem@hotmail.com	
Home	(207)647-8909	
Cell		
Other		
Name	Fuller, Bridgette	Title
Address	56 Holden Hills	
E-Mail	Bridgton ME 04009	
Work	bscri0266@gmail.com	
Home	(401)300-8901	
Cell		
Other		
Name	Gibbons, Albert "Ted" E. Jr.	Title
Address	676 UPPER RIDGE ROAD	
E-Mail	Bridgton ME 04009	
Work	albert.e.gibbons@gmail.com	
Home	(207)647-2523	
Cell	(207)776-8732	
Other		
Name	McHatton, Robert J. Sr.	Title Liaison
Address		
E-Mail	Bridgton ME 04009	
Work		
Home		
Cell	(207)577-0439	
Other		

Investment Committee Roster

Name	Nicholson, Norman C. Jr.	Title	Chairman
Address	PO Box 306		
	Bridgton ME 04009		
E-Mail	normeln@roadrunner.com		
Work			
Home	(207)647-8934		
Cell	(207)312-3314		
Other			

Name	Peabody, Robert A. Jr.	Title	Ex-Official
Address	Town of Bridgton 3 Chase Street, Suite 1 Bridgton ME 04009		
E-Mail	townmgr@bridgtonmaine.org		
Work	(207)647-8786		

Name	Richards, Roseana	Title	
Address	17 Tarry A While Road		
	Bridgton ME 04009		
E-Mail	info@tarryawhileresort.com		
Work			
Home	(207)647-2522		
Cell			
Other			

Name	Sullivan, Patrick "Skip"	Title	
Address	480 Upper Ridge Road		
	Bridgton ME 04009		
E-Mail	skip.sullivan@gmail.com		
Work			
Home			
Cell	(203)214-4594		
Other			

Name	Welbourn, David	Title	
Address	8 Coveside Lane		
	Bridgton ME 04009		
E-Mail	davidwelbourn@gmail.com		
Work			
Home	(617)281-0699		
Cell			
Other			

Ordinance Review Committee Roster

Name	Brusini, Deborah "Deb"	Title	
Address	35 Summit Drive		
E-Mail	Bridgton ME 04009 dbrusini@gmail.com		
Work			
Home	(207)647-4068		
Cell			
Other			
Name	Lone, Carmen	Title	Liaison
Address			
E-Mail	Bridgton ME 04009 selectmanlone@bridgtonmaine.org		
Work			
Name	Raday, Kevin	Title	Vice-Chair
Address	51/63 Alpine Rd.		
E-Mail	Bridgton ME 04009 kevin@raday.org		
Work			
Home			
Cell	(215)518-0795		
Other			
Name	Rudin, Leonard	Title	Chair
Address	182 Summit Drive		
E-Mail	Bridgton ME 04009 lenrudin@gmail.com		
Work	(845)598-2055		
Home	(845)598-2055		
Cell			
Other			
Name	Schrader, Suzanne	Title	
Address	2 Hoyts Ridge Road		
E-Mail	Bridgton ME 04009 drzanne96@gmail.com		
Work			
Home			
Cell	(978)607-1939		
Other			

Ordinance Review Comittee Roster

Name	Tworog, Mary	Title
Address	4 Hillcrest Ave.	
	Bridgton ME 04009	
E-Mail	thetworogs@gmail.com	
Work		
Home		
Cell	(207)595-7977	
Other		

**Pondicherry Park Stewardship
Committee Roster**

Name	Chapman, Nancy	Title	Town of Bridgton Representative
Address	8 Journey's Path		
E-Mail	Bridgton ME 04009 lusea33@yahoo.com		
Work			
Home	(207)449-0836		
Cell			
Other			
Name	Edwards, Daniel	Title	Member of Subcommittee for Park Maintenance
Address	83 Portland Road		
E-Mail	Bridgton ME 04009 dsedwardsart@gmail.com		
Work			
Home	(207)831-8092		
Cell			
Other			
Name	Evans, Jon	Title	Alternate
Address	31 Evans Road		
E-Mail	Bridgton ME 04009 stewardship@lelt.org		
Work			
Home			
Cell	(207)632-8510		
Other			
Name	Jewett, Mary	Title	Lakes Environmental Association Committee Chair
Address	110 Pond Road		
E-Mail	Bridgton ME 04009 mary@mainelakes.org		
Work			
Home	(207)647-8580		
Cell			
Other			
Name	Klausner, Rick	Title	Loon Echo Alernate Representative
Address	4 Kezar Heights Road		
E-Mail	Bridgton ME 04009 rklausn1@gmail.com		
Work			
Home	(207)461-2441		
Cell			
Other			

**Pondicherry Park Stewardship
Committee Roster**

Name	Lagoda, Mark	Title	Town of Bridgton Representative
Address	24 SKILLIN CIRCLE		
	BRIDGTON ME 04009		
E-Mail	MARKLAGODA@GMAIL.COM		
Work			
Home			
Cell	(207)595-9219		
Other			

Name	Tworog, Paul	Title	Town of Bridgton Alternate/ Board Liason
Address	4 Hillcrest Ave.		
	Bridgton ME 04009		
E-Mail	selectmantworog@bridgtonmaine.org		
Work			
Home			
Cell	(207)595-8209		
Other			

Name	Ward, Justin	Title	Alternate
Address	537 Hancock Pond Road		
	Denmark ME 04022		
E-Mail	justinbbooks@gmail.com		
Work			
Home	(207)890-5164		
Cell			
Other			

Recycling Committee Roster

Name Castleman-Ross, Carrye
Address 323 Main Street

Title Liaison

E-Mail Bridgton ME 04009
selectmancastleman-ross@bridgtonmaine.org
Work
Home
Cell (207)542-9525
Other

Name Chappell, Sally
Address 60 Punkin Valley Dr.

Title Chair

E-Mail Bridgton ME 04009
beepbeep207@roadrunner.com
Work
Home (207)647-8154
Cell
Other

Name Fitzcharles, Kate
Address 334 Kansas Road

Title

E-Mail Bridgton ME 04009
katefitzcharles@gmail.com
Work
Home (207)647-5570
Cell (207)890-5462
Other

Name Harpell, Maureen
Address 106 Ring Farm West Road

Title

E-Mail Bridgton ME 04009
maureenhaprell@gmail.com
Work
Home (207)590-8329
Cell
Other

Name Howard, Patti
Address 55 Alpine Road

Title

E-Mail Bridgton ME 04009
phow537@gmail.com
Work (508)962-7398

Recycling Committee Roster

Name	Johnson, Therese	Title
Address	478 Upper Ridge Rd.	
	Bridgton ME 04009	
E-Mail	johnson479@roadrunner.com	
Work		
Home	(207)647-5651	
Cell		
Other		

Name	Joss, Donna	Title
Address	27 Milbrook Road	
	Bridgton Me 04009	
E-Mail	djoss@worcester.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		
Cell	(207)461-3090	
Other		

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

Name	Walraven, Gerard	Title
Address	32 Summit Drive	
	Bridgton ME 04009	
E-Mail	raven9472@gmail.com	
Work		
Home	(207)393-7154	
Cell		
Other		

Select Board Meeting Minutes
June 13, 2023; 4:00 P.M.

Board Members Present: Carmen E. Lone, Chair; Robert J. McHatton, Sr., Vice-Chair; Paul A. Tworog; Kenneth J. Murphy; Carrye Castleman-Ross
Administration Present: Town Manager Robert A. Peabody, Jr; Executive Assistant Nikki Hodgkins; Deputy Town Manager Georgiann Fleck; Deputy Town Clerk Ashley S. Albrecht; Public Services Director David Madsen; Community Development Director Victoria Hill; Fire Chief Glen Garland

1. Call to Order

Chair Lone called the meeting to order at 4:00 P.M.

2. Pledge of Allegiance

The Board recited the "Pledge of Allegiance."

3. 4:00 P.M. - 5:00 P.M. Executive Session Per MRS Title 1, Section 405.6.A. for Personnel Matters

Motion was made by Select Board Member Tworog to enter Executive session Per MRS Title 1, Section 405.6.A. for Personnel Matters at 4:00 P.M, second from Vice-Chair McHatton. 5 approve/0 oppose

Motion was made by Select Board Member Tworog to leave executive session at 4:30 P.M., second from Select Board Member Murphy 5 approve/0 oppose

4. Action Items Following Executive Session (if applicable)

There were no action items following executive session.

Brought agenda item 9.b.3 forward.

9. New Business

b. Permits/Documents Requiring Board Approval

3. New Medical Marijuana Caregiver Retail Store License to Maine's Alternative Caring Located at 224 Portland Road

Ashby Greene was present to answer any questions. **Motion** was made by Select Board Member Tworog to approve the new Medical Marijuana Caregiver Retail Store License to Maine's Alternative Caring Located at 224 Portland Road, second from Vice-Chair McHatton. 5 approve/0 oppose

5. Approval of Minutes:

a. May 17, 2023

b. May 23, 2023

Motion was made by Select Board Member Tworog for approval of the May 17, 2023 and May 23, 2023 Select Board Meeting Minutes; second from Select Board Member Murphy. 5 approve/0 oppose

6. Public Comments on Non-Agenda Items

Community Development Director Victoria Hill provided a brief update on the Comprehensive Plan. She discussed a potential candidate for consultant, Barry Dunn. She will provide a more detailed timeline to the Board once it is developed.

7. Committee/Liaison Reports

a. Application from Gerard J. Walraven to join the Recycling Committee

Motion made by Vice-Chair McHatton to approve the Gerard Walraven's appointment to the Recycling Committee second from Select Board Member Murphy. 5 approve/0 oppose

Select Board Member Castleman-Ross requested an update from the Recycling Committee on Apparel Impact bins. Town Manager Peabody and Public Services Director David Madsen have inspected the Town for placement locations. Mr. Madsen discussed location options outside of the Transfer Station. Chair Lone asked if it would be possible to pass along some suggested private locations to the company to which he confirmed and said currently they would not fit into any of the municipal places we have. Vice-Chair McHatton would like to discuss this further. Chair Lone suggested this be discussed during the future Workshop that will be scheduled for the Transfer Station.

8. Correspondence, Presentations and Other Pertinent Information

a. Request from American Legion to Close a Section of Depot Street on August 19th from 8AM until 5PM (rain date August 20th)

Bill O'Neil, American Legion Adjutant, gave a brief description detailing purpose of closure. **Motion** was made by Vice-Chair McHatton to approve closing a section of Depot Street from the American Legion eastern property line to the western end of the bridge on Saturday, August 19th, from 8 A.M. to 5 P.M. for a flea market (rain date August 20th), second from Select Board Member Tworog. 5 approve/0 oppose

9. New Business

a. Awards and Other Administrative Recommendations

1. Dangerous Building Abatement Order Release: Benjamin J. Guiliani, Sr.

Motion made by Select Board Member Tworog to authorize the Town Manager to execute and record a release or acknowledgment of satisfaction of a Dangerous Building Abatement Order issued by this Board on June 27, 2017 to Benjamin Gulliani, Sr., concerning 218 Willis Park Road, and recorded in the Cumberland County Registry of Deeds at Book 34123, Page 292, in form as the Town Manager determines is necessary and appropriate, and any such prior action of the Town Manager is hereby ratified and confirmed, second from Select Board Member Murphy. 5 approve/0 oppose

2. Authorize Use and Withdrawal of Reserve Account Funds for the Light Pole Replacement Spare

Motion made by Select Board Member Tworog to approve a \$15,500 withdrawal from the Capital Maintenance Reserve Account to purchase a spare light pole, second from Select Board Member Castleman-Ross. 5 approve/0 oppose

3. Bureau of Motor Vehicles Proposed Lease

Deputy Town Manager provided a brief description of the proposed lease. Discussion ensued. **Motion** made to approve a lease between the Town of Bridgton and the State of Maine Department of Administrative and Financial Services on behalf of the Department of Secretary of State Bureau of Motor Vehicles by Selectboard Member Tworog, second from Selectboard Member Castleman-Ross.

3 approve/2 oppose (McHatton & Murphy opposed)

b. Permits/Documents Requiring Board Approval

1. Revised Personnel Policy

Motion made by Select Board Member Tworog to sign the revised Town of Bridgton Personnel Policy, second from Select Board Member Murphy. 4 approve/ 1 oppose (McHatton opposed)

2. Victualers' License Renewals

a. Tarry-A-While Located at 17 Tarry-A-While Road

b. Street Eats (Food Truck) Located at 146 Harrison Road

c. Maine Lobster Express Located at 7 Main Street

Motion made by Select Board Member Tworog to approve Victualers' License Renewals to Tarry-A-While, Street Eats (Food Truck), and Maine Lobster Express, second from Selectboard Member Murphy.

5 approve/0 oppose

3. New Medical Marijuana Caregiver Retail Store License to Maine's Alterative Caring Located at 224 Portland Road

This item was addressed earlier in the meeting.

4. Use of Town Owned Property Permit to Rose Meehan for Yoga Class at Highland Lake Beach (*to the right of the boat launch*) on Tuesdays and Thursdays in June, July, and August from 5:00 P.M. – 7:00 P.M.

Motion made by Select Board Member Castleman-Ross to approve the application/agreement submitted by Rose Meehan to hold yoga classes at Highland Lake Park during June, July, and August on Tuesday and Thursday from 5-7 P.M. The use of Town property is non-exclusive and proof of insurance naming the Town as co-insured shall be required, second from Select Board Member Tworog. 5 approve/ 0 oppose

5. Reconsideration of Transfer Station Hours

Motion made by Vice-Chair McHatton to reconsider the Transfer Station hours, second from Select Board Member Tworog. 5 approve/ 0 oppose. Public Services Director, David Madsen, answered questions from the Board. Vice-Chair McHatton suggested keeping the current schedule until Labor Day at which point, a workshop meeting should

be scheduled with Mr. Madsen, Forrest the Transfer Station Foreman, Town Manager Peabody, and the Select Board to establish best course of operation. Discussion ensued. **Motion** made to approve Option 2 effective July 1, 2023 by Select Board Murphy, second from Select Board Member Tworog. 3 approve/2 (McHatton & Castleman-Ross oppose)

A workshop was scheduled for Thursday October 5th at 5:00 P.M. to discuss Transfer Station facility condition & operation.

c. Select Board Comments

- **Select Board Member Murphy** thanked Nikki Hodgkins and those who contributed their work on the Annual Town Report.
- **Select Board Member Castleman-Ross** reminded viewers to vote today. She is honored to have served the Board.
- **Select Board Member Tworog** also reminded viewers to go vote.
- **Select Board Member Tworog** reported aesthetic issues at Highland Lake Park. Public Services Director David Madsen responded and confirmed the concerns will be addressed.
- **Vice-Chair McHatton** had no comments.
- **Chair Lone** also mentioned that polls are open until 8 PM.

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

Town Manager Peabody read the following report into the record:

General Information

LD 1706 has been enacted by the House and Senate and sent to the Governor's desk for signing. It extends the deadline for coming into compliance with P.L. 2021, Chapter 672 (aka LD 2003) until July 1, 2024, for Town Meeting towns such as Bridgton. The County Commissioners voted to award Bridgton \$450,000 from their Municipal Sewer and Water grant program. The program was competitive and required submitting a comprehensive application. Victoria Hill, Holly Heymann, Brent Bridges and David Madsen all deserve credit for a job well-done. These funds will be added to the Congressional Earmark of \$1.2 million the Town received for expanding the wastewater system.

The Town Office will be closed on June 19th for Juneteenth. It will also be closed from 11:30am to 1:00pm for the Annual Staff Barbecue on June 22nd.

Town Meeting will be held on Wednesday, June 14th beginning at 7:00pm at the Town Hall.

The Town is accepting applications for Deputy Community Development Director, fulltime Police Officers, and seasonal Park Rangers. Job descriptions and applications may be found the Town's website.

Town Clerk/Tax Collector's Office

Applications are being accepted for the Senior Property Tax Relief Program. Applications are available on the Town's website and at the counter. The deadline is August 1st.

Police Department

The Department will be conducting traffic enforcement details throughout the month funded by a Bureau of Highway Safety Grant. The Torch Run was a great success raising \$4,000 thus far for the Special Olympics. Cop on Top, another Special Olympics fundraiser will be held at Hayes Ace Hardware, 204 Portland Road, on Friday the 23rd and Saturday the 24th from 7am to 6pm and on Sunday the 25th from 8am to 3pm. PSAA Grace Gendron and the Chief are still in the process of preparing for accreditation. The goal is for the department to be accredited ready by the end of summer.

Recreation Department

The Ham Complex hosted fourteen games on Sunday with well over 500 attendees from 20 communities. Summer staff starts next week for training and summer camp and swim lessons begin June 26th. Final call for summer sign ups! July 3rd craft and vendor fair and fireworks at dusk! Bridgton has been selected and is hosting the Maine State Babe Ruth 8u, 10u, 12u State Softball Championship Tournament July 14-16. 30 games, 18 teams in 3 days! We need volunteers for this to make it a great event for visitors. This will be the Ham complex's first time hosting a softball tournament and for many it will be the first-time visiting town.

10. Old Business (*Board of Selectmen Discussion Only*)

a. Wastewater Status Update

Town Manager Peabody provided a brief Wastewater Update.

11. Treasurer's Warrants

Motion made by Select Board Member Tworog to approve Treasurers warrants 1113 through 1120 all-inclusive; second from Vice-Chair McHatton. 5 approve/0 oppose

12. Public Comments on Non-Agenda Items

Vice-Chair McHatton commented that July 4th Parade theme is "Under the Big Top/Circus" for any questions call Bob McHatton at 647-4280.

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

June 21, 2023 5PM Open Space Workshop

June 27, 2023 (Regular Meeting)

October 5, 2023 5PM Transfer Station Workshop

14. Adjourn

Motion was made by Vice-Chair McHatton to adjourn the meeting at 5:57 P.M.; second from Select Board Member Murphy. 5 approve/0 oppose

Respectfully Submitted,

Ashley S. Albrecht
Deputy Town Clerk

Laurie Chadbourne

From: Laurie Chadbourne
Sent: Monday, June 5, 2023 3:09 PM
To: ads@bridgton.com; news@bridgton.com
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, June 27, 2023 to accept oral and written comments on a special amusement permit application from ITN Mountain Range LLC (146 Harrison Road) for acoustic music.

Please advertise on June 15, 2023.
Kindly confirm receipt.

Thank you,
Laurie

Laurie L. Chadbourne

Bridgton Town Clerk
Registrar of Voters & General Assistance Administrator
State of Maine – Dedimus Justice & Notary Public

Main 207.647.8786 Direct 207.803.9950

Town of Bridgton
3 Chase Street, Suite 1
Bridgton, ME 04009
www.bridgtonmaine.org

SPECIAL AMUSEMENT PERMIT APPLICATION

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

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

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

Name of applicant: ITN Mountain Range LLC / Ingrid Viventi

Address of applicant: 146 Harrison Rd

Telephone # of applicant: 508 254 6315

Name of business: Mountain Range

Address of business: Same

Telephone # of business: Same

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

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

Type of Entertainment Planned: acoustic music

Hours of Entertainment Planned: 5-8 on July 3rd 2023

Has applicant ever had a license to conduct the business described herein denied or revoked or has the applicant or any partner or corporate officer ever been convicted of a felony? ☐ Yes / ☒ No If yes, please provide full details: _____

Current Liquor License #: _____

Expiration Date: 6/16/23 ☒ copy attached

Current Dance License #: _____

Expiration Date: _____ ☐ copy attached

Signature: Ingrid Viventi

Date: 6.1.2023

FOR OFFICE USE ONLY:

AMOUNT PAID \$55.00 (\$25.00 PERMIT+ \$30 ADVERTISING)

DATE SUBMITTED 6/1/2023

RECEIVED BY: SCD

BOARD OF SELECTMEN

DATE OF APPROVAL ____/____/20____

TOWN OF BRIDGTON

MEMO

TO: Select Board
FROM: Laurie L. Chadbourne, Town Clerk
RE: New Business License
DATE: June 21, 2023

June 27, 2023 Select Board Meeting

8. Public Hearing at 5:30 P.M.
 - a. To Accept Oral and Written Comments on a Special Amusement Permit Application from ITN Mountain Range LLC (146 Harrison Road) for Acoustic Music
9. Action Items Following Public Hearing
 - a. Special Amusement Permit Application from ITN Mountain Range LLC (146 Harrison Road)

☒ CEO (to include any Planning Board requirements) ☒ Fire ☒ Police ☒ Town Clerk

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

**Carry Forward Requests
FY 2023 to FY 2024**

Department	Expense Account #	Account Name	Purpose	Amount	Justification
Community Dev	014-1-1010	Salaries	Comp Plan	\$ 18,000	CompPlan (Per Select Board Meeting 2-14-2023)
Community Dev	014-1-1020	Hourly Wages	Comp Plan	\$ 59,400	CompPlan (Per Select Board Meeting 2-14-2023)
Community Dev	014-4-4280	Contracted Services	Comp Plan	\$ 5,800	CompPlan (Per Select Board Meeting 2-14-2023)
Community Dev	014-6-6170	Promo Marketing	Comp Plan	\$ 8,700	Comp Plan events, meetings, advertising, printing.
Other Gen. Govt	029-9-9010	Contingency	Unanticipated Expenses	\$ 54,500	Unanticipated Expenses
Civil Emergency	034-1-1030	Part-Time Wages	Intern	\$ 3,700	To continue the completion of plans & other tasks.
Civil Emergency	034-1-1050	Training Wages	Training	\$ 3,085	Drone Pilot training & testing, complete by 8/2023
Civil Emergency	034-2-2010	FICA	Intern	\$ 400	Intern continuance
Public Works	051-1-1020	Hourly Wages	Payroll	\$ 75,000	FY24 does not reflect current staffing
Public Works	051-2-1030	Part-Time Wages	Payroll	\$ 6,000	FY24 does not reflect current staffing
Public Works	051-2-2010	FICA	Payroll	\$ 4,000	FY24 does not reflect current staffing
Public Works	051-3-3220	Hot/Cold Patch	Road Repair	\$ 9,000	Continued repair of deteriorating old roads.
Public Works	051-3-3230	Salt	Road Treatment	\$ 32,000	Price increase / unpredictable weather
Public Works	051-3-3240	Sand	Road Treatment	\$ 26,000	Price increase / unpredictable weather
Cemeteries	073-1-1020	Hourly Wages	Payroll	\$ 15,700	FY24 does not reflect current staffing
HAM Complex	077-1-1020	Hourly Wages	Payroll	\$ 6,000	FY24 does not reflect current staffing
Employee Benefits	292-2-2020	Health Insurance	EE Benefits Reserve	\$ 32,000	Deposit to Employee Benefit Reserve Account
Employee Benefits	292-2-2020	Health Insurance	Workers Comp Insurance	\$ 15,000	Workers Comp Insurance Rate Increase
Employee Benefits	292-2-2030	Dental Insurance	EE Benefits Reserve	\$ 2,400	Deposit to Employee Benefit Reserve Account
Employee Benefits	292-2-2040	HRA	Health Reimb Account	\$ 7,500	Transfer to HIP (Health Incentive Program)
Capital Expenditures	294-7-7501	Paving	Inner Corridor Paving	\$ 35,005	Encumbered: Paving Inner Corridor Project
Capital Expenditures	294-7-7502	Highland Dam	Highland Dam Repair	\$ 10,750	Recreation Department Reserve Account

TOTAL \$ 429,940

Encumbered Costs
Reserve Accounts

Georgiann M Fleck

From: Benjamin J. Plante <BPlante@dwmlaw.com>
Sent: Wednesday, June 21, 2023 2:38 PM
To: Georgiann M Fleck
Subject: RE: Harrington; Pond Road

Hi Georgiann,

Sorry I missed your call earlier. I tried giving you a call back, but I must have missed you. Under the circumstances, I think that it makes sense for the Board to review the discharge, and vote to both (1) release the lien, and (2) authorize and direct my office to record the discharge releasing the lien on the Town's behalf.

When the entire debt secured by a lien has been paid, I tend to think that recording a discharge is simply a ministerial act. Where a small fraction of the debt is still owed, as is the case here, the Board should vote to authorize the discharge. As such, I think that this should go back before the Board for a formal vote.

If you would like to discuss, please feel free to give me a call.

Thanks,

Ben

From: Georgiann M Fleck <gmflex@bridgtonmaine.org>
Sent: Wednesday, June 21, 2023 11:00 AM
To: Benjamin J. Plante <BPlante@dwmlaw.com>
Subject: RE: Harrington; Pond Road
Importance: High

****CAUTION**** This message originated from an external source. DO NOT reply, click links, or open attachments unless you have verified the sender and know the content is safe.

Ben,
Does the Discharge have to be voted on, approved, by the Board of Selectmen? If so, please let me know ASAP and I can get it on their agenda for this coming Tuesday. If not, we are good to go!

Georgiann

From: Benjamin J. Plante <BPlante@dwmlaw.com>
Sent: Tuesday, June 20, 2023 2:56 PM
To: Agnieszka A. (Pinette) Dixon <ADixon@dwmlaw.com>; Georgiann M Fleck <gmflex@bridgtonmaine.org>
Cc: Robert "Bob" Peabody, Jr. <rpeabody@bridgtonmaine.org>
Subject: RE: Harrington; Pond Road

Hi Georgiann,

Attached please find a draft discharge releasing the Harringtons from the Town's 3/16/2006 judgment lien, which is—as I understand it—recorded in the Cumberland County Registry of Deeds at Book 23762, Page 128.

Please review, and let me know if you spot any issues. Otherwise, and assuming that this looks good to you, and I will sign and record the discharge/release. If you would like to discuss, please feel free to give me a call.

Ben

From: Agnieszka A. (Pinette) Dixon <ADixon@dwmlaw.com>
Sent: Friday, June 16, 2023 3:21 PM
To: Georgiann M Fleck <gmflex@bridgtonmaine.org>
Cc: Robert "Bob" Peabody, Jr. <rpeabody@bridgtonmaine.org>; Benjamin J. Plante <BPlante@dwmlaw.com>
Subject: RE: Harrington; Pond Road

Georgiann, I've asked Ben Plante to work on releasing the judgment. He will be in touch with any questions.

Thanks, and have a great weekend.
Aga

Agnieszka A. (Pinette) Dixon
(she/her/hers)
Attorney

D | 207.253.0532 M | 207.713.6824
ADixon@dwmlaw.com

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

DrummondWoodsum
ATTORNEYS AT LAW

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

From: Georgiann M Fleck <gmflex@bridgtonmaine.org>
Sent: Wednesday, May 31, 2023 4:22 PM
To: Agnieszka A. (Pinette) Dixon <ADixon@dwmlaw.com>
Cc: Robert "Bob" Peabody, Jr. <rpeabody@bridgtonmaine.org>
Subject: Harrington; Pond Road

****CAUTION**** This message originated from an external source. DO NOT reply, click links, or open attachments unless you have verified the sender and know the content is safe.

Good Afternoon Aga,

I had Holly Heymann, Finance Director, research the amount due, if any, of the Harrington junkyard violation and their Agreement to pay \$4,291.00 resulting in a balance due of \$116.00. Per our conversation, and Bob concurs, we would like to consider the judgement satisfied. Therefore, please draw up the necessary paperwork to be filed with the Court. Any questions, please give me a call.

Georgiann

This email has been scanned for spam and viruses by Proofpoint Essentials. Click [here](#) to report this email as spam.

This email has been scanned for spam and viruses by Proofpoint Essentials. Click [here](#) to report this email as spam.

State of Maine

District Court
Division of Northern Cumberland
Bridgton

TOWN OF BRIDGTON Plaintiff

Docket No. CV05141

v.

Writ of Execution

DONALD HARRINGTON Defendant
LIZZIE HARRINGTON

To the sheriffs of our several counties or any of their deputies:

The Plaintiff on February 16, 2006, recovered judgment in the District Court in Bridgton against Defendant, DONALD HARRINGTON LIZZIE HARRINGTON, in this action for the sum of \$0.00 in debt or damage and \$0.00 in costs of suit as appears of record:

\$0.00	Judgment Amount
\$0.00	Pre-Judgment Interest
	Interest per the Complaint
\$0.00	Costs
\$4291.46	Atty Fees
\$0.00	Post-Judgment Interest

\$4291.46 Total


Received
Recorded Register of Deeds
Mar 16, 2006 09:38:27A
Cumberland County
John B OBrien

We command that you cause the goods, chattels, or lands of the Debtor within your county to be paid and satisfied to the Creditor in the sum of \$4,291.46, with legal interest from the date of judgment, together with \$25.00 for this First Writ of Execution, and make return of this writ within three years from this date.

March 10, 2006

(Seal of the Court)

Attorney for Plaintiff
Drummond & Drummond
PO Box 9781
Portland, ME 04104-5081
207 772 1941


Joan Gardner, Deputy Clerk

A TRUE COPY ATTEST:


Clerk, Maine District Court #9
Bridgton, Maine

SEAL

DISCHARGE OF JUDGMENT LIEN

TOWN OF BRIDGTON, having a place of business at 3 Chase Street, Bridgton, Maine 04009, and, being the holder of a judgment lien recorded on March 16, 2006 in the Cumberland Country Registry of Deeds at Book 23762, Page 128 (the "Judgment Lien") against certain property of **DONALD AND LIZZIE HARRINGTON**, individuals with a mailing address of 245 Pond Road, Bridgton, Maine 04009, hereby discharges and releases said Judgment Lien.

IN WITNESS WHEREOF, Benjamin J. Plante, Esq., attorney for Town of Bridgton, has caused this instrument to be duly executed on this ____th day of the month of June, 2023.

Signed, sealed and delivered in the presence of:

TOWN OF BRIDGTON

Benjamin J. Plante
Its Attorney, duly authorized

STATE OF MAINE
CUMBERLAND, ss

June __, 2023

Personally appeared before me the above named Benjamin J. Plante, attorney for Town of Bridgton and acknowledged the foregoing instrument to be his free act and deed in his stated capacity and the free act and deed of Town of Bridgton.

Before me,

Notary Public

Printed Name: _____

My Commission Expires: _____

~~2.~~

1. 1. 1.

MAINE STATE HOUSING AUTHORITY, Plaintiff

V.

TOWN OF BRIDGTON Defendant

via Laurie L. Chadbourne Address

Town Clerk

3 Chase Street, Suite 1
Bridgton, ME 04009

"X" the court for filing:

☒ Superior Court ☐ District Court

County: Cumberland

Location (Town): Portland

Docket No.: PORSC-RE-2023-34

SUMMONS
M. R. Civ. P. 4(d)

COPY

The Plaintiff has begun a lawsuit against you in the ☐ District ☒ Superior Court, which holds sessions at (street address) 205 Newbury Street, in the Town/City of Portland, County of Cumberland, Maine. If you wish to oppose this lawsuit, you or your attorney **MUST PREPARE AND SERVE A WRITTEN ANSWER** to the attached Complaint **WITHIN 20 DAYS** from the day this Summons was served upon you. You or your attorney must serve your Answer by delivering a copy of it in person, by mail, or by email to the Plaintiff's attorney, whose name and address, including email address appear below, or by delivering a copy of it in person or by mail to the Plaintiff, if the Plaintiff's name and address appear below. You or your attorney must also file the original of your Answer with the court by mailing it to: Clerk of ☐ District ☒ Superior Court, 205 Newbury Street, Ground Floor, Portland, Maine 04101 (Mailing Address) (Town, City) (Zip).

before, or within a reasonable time after, it is served. Court rules governing the preparation and service of Answers are found at www.courts.maine.gov.

IMPORTANT WARNING: If you fail to serve an answer within the time stated above, or if, after you answer, you fail to appear at any time the Court notifies you to do so, a judgment by default may be entered against you in your absence for the money damages or other relief demanded in the Complaint. If this occurs, your employer may be ordered to pay part of your wages to the Plaintiff or your personal property, including bank accounts and your real estate may be taken to satisfy the judgment. If you intend to oppose this lawsuit, do not fail to answer within the requested time.

If you believe the plaintiff is not entitled to all or part of the claim set forth in the Complaint or if you believe you have a claim of your own against the Plaintiff, you should talk to a lawyer. If you feel you cannot afford to pay a fee to a lawyer, you may ask the clerk of court for information as to places where you may seek legal assistance.

Date (mm/dd/yyyy): May 12, 2023

Ryan P. Dumais, Esq. (#4244)

Eaton Peabody

P.O. Box 5249

Augusta, ME 04332-5249

(207) 622-3747

rdumais@eatonpeabody.com

☒ Attorney for Plaintiff

Bar # (if applicable)

Address

Telephone/Email

(Seal of Court)

Tamara M. Rueda

Clerk

ADA Notice: The Maine Judicial Branch complies with the Americans with Disabilities Act (ADA). If you need a reasonable accommodation contact the Court Access Coordinator, accessibility@courts.maine.gov, or a court clerk.

Language Services: For language assistance and interpreters, contact a court clerk or interpreters@courts.maine.gov.

*J-16-23
Joyce Z. Noddar
C. C. S. O.*

STATE OF MAINE

~~DISTRICT~~ / SUPERIOR COURT

Location: Portland

Docket No. PORSC-RE-2023-34

MAINE STATE HOUSING AUTHORITY,

Plaintiff

v.

TOWN OF BRIDGTON,

Party in Interest

**NOTICE REGARDING
ELECTRONIC SERVICE**

NOTICE TO PARTIES: All parties who are represented by an attorney are subject to the requirements of Electronic Service under Rule 5 of the Maine Rules of Civil Procedure.

OPT IN: *If you do not have an attorney, papers that must be served on you by other parties in this case will be sent to you through the regular mail to your address of record. But you have a choice to request that all papers required to be served on you by other parties in this case be sent instead electronically to your designated email address; and you may also agree to serve by email all papers you are required to serve on other parties in this case.*

Please note: any electronic service that you opt into applies only to papers served on you by other parties, and / or to papers you are required to serve on other parties. *It does not apply to notices, orders, or other papers generated by the court, or to any papers you must file with the court.* You must file all court papers in paper form by mail or in person, and all Court papers will continue to be sent to you by regular mail.

If you choose not to opt in, you do not need to do anything. If you would like to receive and/or serve papers on other parties electronically, you must meet the requirements set forth below. Check the appropriate box(es) and mail (or scan and email) the signed form to all other parties in the case. Do not file this form with the Court.

☐ **Electronic Receipt:** I choose to OPT IN to receive by email documents from other parties in this case. I have reviewed and meet all of the following electronic receipt requirements:

- I have a trusted email account and I have daily access to this account;
- I understand that **I will receive time-sensitive documents** through this email address including documents that may require me to take action in this case;
- This email account has available electronic storage of at least 1 gigabyte;
- This email account accepts emails with attachments of up to 10 megabytes; and
- I will be able to maintain this email account throughout this case.

☐ **Electronic Delivery:** I choose to OPT IN to deliver documents to other parties by email in this case. I have reviewed and meet all of the following electronic delivery requirements:

- I meet all of the requirements for electronic receipt listed above;
- I have the ability to scan and create .pdf files of documents I am required to serve on other parties.

Dated: _____

Self-Represented Party (Signature)

(Print name)

(Print email address)

STATE OF MAINE
CUMBERLAND, ss.

SUPERIOR COURT
Docket No. PORSC-RE-2023-

MAINE STATE HOUSING AUTHORITY,)
a public body corporate and politic and an)
instrumentality of the State of Maine, having)
its principal place of business at Augusta,)
Kennebec County, Maine,)

PLAINTIFF)

v.)

LIZZIE H. HARRINGTON, of Bridgton,)
Cumberland County, Maine,)

DEFENDANT and)

TOWN OF BRIDGTON,)

PARTY IN INTEREST)

COPY

COMPLAINT

(Title to Real Estate is Involved)

Property address as set forth in the Mortgage Deed recorded in the Cumberland County
Registry of Deeds in Book 8488, Page 324: Pond Road¹, Bridgton Maine
(Plaintiff makes no representation as to the accuracy of the physical property address)

Plaintiff, Maine State Housing Authority, by its attorney, Ryan P. Dumais, Esq., of the firm of Eaton Peabody, states as follows:

1. Maine State Housing Authority (the "Plaintiff") is a public body corporate and politic and an instrumentality of the State of Maine, having its principal place of business at Augusta, Kennebec County, Maine.
2. Lizzie H. Harrington (the "Defendant") is a resident of Bridgton, Cumberland County, Maine.
3. Town of Bridgton is an incorporated town located in Cumberland County, Maine.
4. This is an action for foreclosure and sale respecting real estate located at 245 Pond Road in Bridgton, Cumberland County, Maine, and more particularly described in the Mortgage Deed described herein.

¹ The Town of Bridgton now identifies this parcel of land as 245 Pond Road, Bridgton, Maine.

5. On September 23, 1988, the Defendant and Donald E. Harrington, Sr. executed and delivered to BankEast Savings Bank & Trust a certain Promissory Note in the sum of \$66,660.00, said Promissory Note having been affected by a Loan Modification Agreement dated September 25, 2000. True copies of the Promissory Note and the Loan Modification Agreement are attached hereto as Exhibit A (collectively, the "Note")².

6. To secure the Note, the Defendant and Donald E. Harrington, Sr., on September 23, 1988 executed a Mortgage Deed in favor of BankEast Savings Bank & Trust, which Mortgage Deed was recorded on September 26, 1988, in the Cumberland County Registry of Deeds in Book 8488, Page 324. A true copy of the Mortgage Deed is attached hereto as Exhibit B (the "Mortgage").

7. The Plaintiff is the loan investor and owner of the Note and Mortgage by virtue of an Assignment of Mortgage dated November 15, 1988, and recorded in the Cumberland County Registry of Deeds in Book 8562, Page 61, and a Corrective Assignment of Mortgage dated July 21, 2000, and recorded in said Registry of Deeds in Book 15640, Page 23, true copies of which are attached hereto as Exhibit C.

8. Rhode Island Housing and Mortgage Finance Corporation, d/b/a Mortgage Servicing Solutions, attorney-in-fact for the Plaintiff, is the current holder of the original Note and has been granted the authority to enforce the Note by virtue of a Limited Power of Attorney dated December 22, 2016, and recorded in the Cumberland County Registry of Deeds in Book 33738, Page 178 and a Corrective Limited Power of Attorney dated January 1, 2017, and recorded in the Cumberland County Registry of Deeds in Book 34597, Page 286, true copies of which are attached hereto as Exhibit D.

9. Donald E. Harrington, Sr. died on August 31, 2013.

10. The Defendant and all those claiming by, through, or under the Defendant are presently in default on the Note in that the Note calls for monthly payments by the Defendant, and the Defendant has failed to make such payments; therefore, the Defendant has breached the condition of the Mortgage.

11. The Defendant is occupying all or a portion of the property described in Exhibit B attached hereto as her primary residence.

12. With regard to the Plaintiff's notice to the Defendant of the Defendant's default and right to cure, as well as the Plaintiff's acceleration notice, the Plaintiff has taken and strictly performed all steps mandated by the applicable laws in effect at the time said notices were given, as reflected in the Plaintiff's Certification, a true copy of which is attached hereto as Exhibit E. Further, the Plaintiff is the loan investor and owner of the original Note and Mortgage, both as referenced herein and Rhode Island Housing and Mortgage Finance Corporation, d/b/a Mortgage Servicing

² The exhibits attached to this Complaint are true copies of the originals except that certain personal information about the Defendant (including, but not limited to, Social Security number, loan and/or account numbers, certain contact information, and birth date) may have been partially or completely redacted for privacy reasons. The unredacted originals are available for the Court's in-camera review should it wish to review them.

Solutions, attorney-in-fact for the Plaintiff is the current holder of the Note and Mortgage, also as reflected in the Plaintiff's Certification attached hereto as Exhibit E.

13. As of April 3, 2023, the amount due the Plaintiff under the terms of the Note was in the total amount of \$33,825.38 as more fully set forth below, together with interest accruing on said principal balance after April 3, 2023, as provided in the Note.

Principal	\$29,362.27
Interest to April 3, 2023	2,155.27
Escrow deficiency	144.24
Late charges.....	1,221.60
Property preservation	375.00
Recording fees.....	35.00
Unapplied funds (credit).....	<u>(468.00)</u>
Total due to April 3, 2023	\$33,825.38

14. By virtue of the Defendant's breach of condition, the Plaintiff hereby demands a foreclosure of said real estate.

15. The indices at the Cumberland County Registry of Deeds indicate the following parties may have an interest in the property described in the Mortgage:

- (a) Town of Bridgton, by virtue of a Writ of Execution dated March 10, 2006, and recorded in Book 23762, Page 128, in the amount of \$4,291.46, a true copy of which is attached hereto as Exhibit F;
- (b) Town of Bridgton, by virtue of a Stipulated Judgment dated February 16, 2006, and recorded in Book 23762, Page 129, in the amount of \$4,291.46, a true copy of which is attached hereto as Exhibit G;
- (c) Town of Bridgton, by virtue of an Installment Agreement between Donald E. and Lizzie H. Harrington and the Town of Bridgton dated March 28, 2006, and recorded in Book 23855, Page 255, in the amount of \$4,291.00, a true copy of which is attached hereto as Exhibit H.

WHEREFORE, the Plaintiff requests that this Court:

- (a) determine that the condition in the Plaintiff's Mortgage has been and still remains broken;
- (b) determine the amount due on the Mortgage, including the principal, interest, all late charges, taxes, assessments, or other

expenses of preserving the collateral paid by the Plaintiff, reasonable attorneys' fees, and court costs;

(c) determine the order of priority and such amounts, if any, as may be due such other parties as may appear;

(d) order that, if the Defendant or Party in Interest do not redeem the Mortgage before the expiration of the ninety (90) day period of redemption, the Plaintiff shall then be entitled to exclusive possession of the premises and direct the clerk to issue a writ of possession against the Defendant and all other occupants at the request of the Plaintiff;

(e) order that acceptance of partial payment of the Defendant's indebtedness and application to the Defendant's indebtedness of any funds or proceeds, including, without limitation, any insurance proceeds, rents, or profits from the property or realization of proceeds from the exercise of rights under the Uniform Commercial Code at any time before or after the date of this Complaint, does not and shall not constitute a waiver of any of the Plaintiff's rights in this action;

(f) issue a judgment of foreclosure and sale in conformity with 14 M.R.S. § 6322;

(g) order an execution to issue for any deficiency pursuant to the Note which may be assessed against the Defendant after foreclosure and sale;

(h) grant such other and further relief as the case may demand.

Dated at Augusta, Maine this 4th day of April, 2023.

MAINE STATE HOUSING AUTHORITY

By: 

Ryan P. Dumais, Esq., Bar No. 4244
Bruce B. Hochman, Esq., Bar No. 3017
Of the firm of Eaton Peabody
P.O. Box 5249
Augusta, Maine 04332-5249
(207) 622-3747

NOTICE TO DEFENDANT

"This is an attempt to collect a debt, and any information obtained will be used for that purpose."

MAINE STATE HOUSING AUTHORITY

HOME MORTGAGE PROGRAM

NOTE

EXHIBIT A

US \$66,660.00

Portland, Maine

September 23, 1988

FOR VALUE RECEIVED, the undersigned ("Borrower") promise(s) to pay to BankEast Savings Bank & Trust, or order, the principal sum of Sixty-Six Thousand Six Hundred Sixty and 00/100 Dollars (\$66,660.00), with interest on the unpaid principal balance from the date of this Note until paid at the rate of 8.750% per annum. Principal and interest shall be payable at 22 South Main Street, Rochester, NH 03867 or such other place as the Note holder may designate, in 360 consecutive monthly payments of Five Hundred Twenty-Four and 42/100 Dollars (\$ 524.42) each on the first day of each month beginning November, 1988. Such monthly installments shall continue until the entire indebtedness evidenced by this Note is fully paid, except that any remaining indebtedness, if not sooner paid, shall be due and payable on October 1, 2018.

In addition, a payment of interest only in the amount of One Hundred Twenty-Seven and ^{84/100} Dollars (\$ 127.84) shall be due, at the option of the Note Holder, on the date of signing of this Note or on the first day of November, 1988.

If any monthly installment under this Note is not paid when due and remains unpaid after a date specified by a notice to Borrower, the entire principal amount outstanding and accrued interest thereon shall at once become due and payable at the option of the Note holder. The Note holder may exercise this option to accelerate during any default by Borrower regardless of any prior forbearance. If suit is brought to collect this Note, the Note holder shall be entitled to collect all reasonable costs and expenses of suit, including, but not limited to, reasonable attorney's fees.

Borrower shall pay to the Note holder a late charge of five percent (5%) of any monthly installment not received by the Note holder within fifteen (15) days after the installment is due.

Borrower may prepay the principal amount outstanding in whole or in part. The Note holder may require that any partial prepayments (i) be made on the date monthly installments are due and (ii) be in the amount of that part of one or more monthly

installments which would be applicable to principal. Any partial prepayment shall be applied against the principal amount outstanding and shall not postpone the due date of any subsequent monthly installments or change the amount of such installments, unless the Note holder shall otherwise agree in writing.

Presentment, notice of dishonor, and protest are hereby waived by all makers, sureties, guarantors and endorsers hereof. This Note shall be the joint and several obligation of all makers, sureties, guarantors and endorsers, and shall be binding upon them and their successors and assigns.

Any notice to Borrower provided for in this Note shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, or to such other address as Borrower may designate by notice to the Note holder. Any notice to the Note holder shall be given by mailing such notice by certified mail, return receipt requested, to the Note holder at the address stated in the first paragraph of this Note, or at such other address as may have been designated by notice to Borrower.

The indebtedness evidenced by this Note is further secured by a Mortgage, of even date and reference is made to the Mortgage for rights as to acceleration of the indebtedness evidenced by this Note.

Pond Road
Bridgton, ME 04009
Property Address

Arthur O. Langdon
Witness PAY TO THE ORDER OF

BANKEAST MORTGAGE CORPORATION
WITHOUT RECOURSE THIS 23rd DAY
OF September, 1988,

BANKEAST SAVINGS BANK AND TRUST

Helene Langdon

HELENE LANGDON
Payable without recourse to the order of the Maine State Housing Authority, except as
LOAN SALES SUPERVISOR

provided in a Mortgage Purchase Agreement and Mortgage Loan Servicing Agreement,

effective date May 9, 1988 between BankEast Mortgage

Corporation and Maine State Housing Authority

and subject to the repurchase provisions therein.

Date: November 15, 1988

(Financial Institution) BankEast Mortgage Corporation

(Signature) Helene Langdon

(Printed Name of Officer) Helene Langdon

(Printed Title of Officer) Manager of Loan Sales

MSHA

MAINE STATE HOUSING AUTHORITY

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 25th day of September, 2000, between Donald E. & Lizzie H. Harrington ("Borrower") and The Maine State Housing Authority ("Lender"), amends and supplements (1) the Mortgage Deed to Secure Debt (the "Security Instrument"), dated September 23, 1988 and recorded in the Cumberland County Registry of Deeds in Book or Liber 8488, at page(s) 324, and assigned to said lender in assignment dated September 23, 1988 and recorded in said Registry in Book 8498, Page 223, and (2) the Note bearing the same dates and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at:

Pond Road, Bridgton, ME 04009

the real property described being set forth as follows:

" SEE SCHEDULE A"

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of October 1, 2000, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$61,044.74, consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.
2. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 8.75%; from October 1, 2000. The Borrower promises to make monthly payments of principal and interest of U.S. \$562.16, beginning on the 1st day of November, 2000, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on October 1, 2018 (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date. The borrower will make such payments at 32 Chestnut Street, Lewiston, ME 04240 or at such other place as the Lender may require.
3. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument.

If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

4. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above.

All terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and all terms and provisions of any adjustable rate rider or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and contains any such terms and provisions as those referred to in (a) above.

5. Nothing in the Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

Loren J. Getchell (Seal)
Loren J. Getchell
Loss Mitigation Supervisor
By: Roger Carbonneau)
Roger Carbonneau Lender
Senior Loan Servicing Officer, MSHA

Donald E. Harrington (Seal)
Donald E. Harrington Borrower
Lizzie H. Harrington (Seal)
Lizzie H. Harrington Co-borrower

Date

10-6-00

State of Maine
County of

Cumberland

The foregoing instrument was acknowledged before me this 10-6-00
Date

by Donald E. & Lizzie H. Harrington
Name of person acknowledged

Signature of Notary Public

Holly A. Dvorak

Name of Notary Public (print)

Holly A. Dvorak

Notary Public, State of Maine
My Commission Expires:

HOLLY A. DVORAK
Notary Public, Maine
My Commission Expires June 7, 2002

THIS MORTGAGE is made this 23rd day of September, 1988, between the Mortgagor, Donald E. Harrington, Sr. and Lizzie W. Harrington (herein "Borrower"), and the Mortgagee, BankEast Savings Bank & Trust, a corporation organized and existing under the laws of the State of New Hampshire, whose address is 22 South Main Street, Rochester, NH 03047 (herein "Financial Institution").

WITNESSETH, in consideration of the indebtedness herein recited, grants and conveys to Financial Institution and Financial Institution's successors and assigns, including without limitation MAINE STATE HOUSING AUTHORITY, the following described property located in the County of Cumberland, State of Maine:

A certain lot or parcel of land with the buildings thereon, situated in Bridgton, County of Cumberland and State of Maine, and on the westerly side of Pond Road, so-called, and being Lot Number Three (W3) as shown on a subdivision of land of Arnold E. Staples, which plan was recorded September 8, 1972, in the Cumberland County Registry of Deeds in Plan Book 91, Page 31.

Being the same premises conveyed to the Grantors herein by deed of Emil J. Tabor and Diana P. Tabor, dated August 14, 1987 and recorded in the Cumberland County Registry of Deeds in Book 7945, Page 11W.

which has the address of Pond Road, Bridgton, ME 04009 (herein "Property Address");

TO HAVE AND TO HOLD such property unto Financial Institution and Financial Institution's successors and assigns, including without limitation MAINE STATE HOUSING AUTHORITY, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage and all of the foregoing, together with said property for the leasehold estate if this Mortgage is on a leasehold, are herein referred to as the "Property".

TO SECURE in Financial Institution the repayment of the indebtedness evidenced by Borrower's note dated September 23, 1988 (herein "Note"), in the principal sum of Ninety-Six Thousand Six Hundred Ninety and 00/100 Dollars (\$96,640.00), with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on October 1st, 2028; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained.

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions set forth in or attached to this Mortgage.

Borrower and Financial Institution further covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note and late charges as provided in the Note, and the principal of and interest on any future advances secured by this Mortgage.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Financial Institution, Borrower shall pay to Financial Institution on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attach priority over this Mortgage, and yearly (but not monthly) ground rents on or lease payments for the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Financial Institution on the basis of statements and bills and reasonable estimates hereto.

to be recorded with the mortgage.

0K8408PGD325

VETERANS ADMINISTRATION
ADDENDUM TO MORTGAGE
PUBLIC LAW 100-198
ASSUMPTION APPROVAL

This loan is immediately due and payable upon transfer of the property securing such loan to any transferee, unless the acceptability of the assumption of the loan is established pursuant to section 1617A of Chapter 37, Title 38, United States Code.

Funding Fee. A fee equal to one-half of 1 percent of the balance of this loan as of the date of transfer of the property shall be payable at the time of transfer to the loan holder or its authorized agent, as trustee for the Administrator of Veterans Affairs. If the assumer fails to pay this fee at the time of transfer, the fee shall constitute an additional debt to that already secured by this instrument, shall bear interest at the rate herein provided, and, at the option of the payee of the indebtedness hereby secured or any transferee thereof, shall be immediately due and payable. This fee is automatically waived if the assumer is exempt under the provisions of 38 U.S.C. 1629(b).

Processing Charge. Upon application for approval to allow assumption of this loan, a processing fee may be charged by the loan holder or its authorized agent for determining the credit worthiness of the assumer and subsequently revising the holder's ownership records when an approved transfer is completed. The amount of this charge shall not exceed the maximum established by the Veterans' Administration for a loan to which section 1617A of Chapter 37, Title 38, United States Code applies.

Indemnity Liability. If this obligation is assumed, then the assumer hereby agrees to assume all of the obligations of the veteran under the terms of the instrument creating and securing the loan, including the obligation of the veteran to indemnify the Veterans Administration to the extent of any claim payment arising from the guaranty or insurance of the indebtedness created by this instrument.

September 23, 1948

Dated

Lillian H. Harrington
Witness

Donald E. Harrington, Sr.
Veteran Donald E. Harrington, Sr.

Lillian H. Harrington
Corroborates Lillian H. Harrington

3/48

The funds shall be held in an institution, the deposits or accounts of which are insured or guaranteed by a Federal or State agency (including financial institution if financial institution is such an institution). Financial Institution shall apply the funds to pay said taxes, assessments, insurance premiums and ground rents or lease payments. Financial Institution may not charge for so holding and applying the funds, analyzing said account, or verifying and cancelling said assessments and bills, unless financial institution pays Borrower interest on the funds and applicable fees permits Financial Institution to make such a charge. Borrower and Financial Institution may agree in writing at the time of execution of this Mortgage that interest on the funds shall be paid in Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Financial Institution shall not be required to pay Borrower any interest or earnings on the funds. Financial Institution shall give to Borrower, without charge, an annual accounting of the funds showing credits and debits to the funds and the purpose for which each debit to the funds was made. The funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the funds held by Financial Institution together with the future monthly installments of funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents or lease payments, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents or lease payments as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower as monthly installments of funds. If the amount of the funds held by Financial Institution shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents or lease payments as they fall due, Borrower shall pay to Financial Institution any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Financial Institution to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Financial Institution shall promptly refund to Borrower any funds held by Financial Institution. If under paragraph 19 hereof the property is sold or the property is otherwise acquired by Financial Institution, Financial Institution shall apply, no later than immediately prior to the sale of the property or its acquisition by Financial Institution any funds held by Financial Institution at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Financial Institution under the Note and paragraphs 1 and 2 hereof shall be applied by Financial Institution first in payment of amounts payable to Financial Institution by Borrower under paragraph 2 hereof, then to interest payable on the Note and then to the principal of the Note provided, however, that, without regard to the foregoing, the Maine State Housing Authority may apply or credit any rebate due in the Borrower under applicable law to the principal of the Note.

4. Charges and Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the property which may attach a priority over this Mortgage, and household goods or ground rents. If any, in the manner provided under paragraph 2 hereof. Borrower shall promptly furnish to Financial Institution all notices of amounts due under this paragraph. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien as long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Financial Institution or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Financial Institution may require and in such amounts and for such periods as Financial Institution may require; provided, that Financial Institution shall not require that the amount of such coverage exceed that amount of coverage required to pay the sum secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Financial Institution; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof, or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Financial Institution and shall include a standard mortgagee clause in favor of and in form acceptable to Financial Institution. Financial Institution shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Financial Institution all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Financial Institution. Financial Institution may make proof of loss if not made promptly by Borrower.

Unless Financial Institution and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the property is abandoned by Borrower, or if Borrower fails to respond to Financial Institution within 30 days from the date notice is mailed by Financial Institution to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Financial Institution is authorized to collect and apply the insurance proceeds at Financial Institution's option either to restoration or repair of the property or to the sums secured by this Mortgage.

Unless Financial Institution and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 19 hereof the property is acquired by Financial Institution, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the property prior to the sale or acquisition shall pass to Financial Institution in the event of the sums secured by this Mortgage immediately prior to such sale or acquisition.

6. Restoration and Maintenance of Property; Leasehold; Condominiums; Planned Unit Developments. Borrower shall keep the property in good repair and shall not commit waste or permit neglect or deterioration of the property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. Borrower shall not move the residence securing the Mortgage without the Financial Institution's prior written consent. If this Mortgage is on a unit in a condominium, a planned unit development or other property with common elements, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium, planned unit development or other such property, the by-laws and regulations of the condominium, planned unit development or property, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

7. Protection of Financial Institution's Security. If Borrower fails to perform the covenants and agreements included in this Mortgage, or if any action or proceeding is commenced which materially affects Financial Institution's interest in the property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankruptcy or decedent, then Financial Institution at Financial Institution's option, upon notice to Borrower, may make such appearances, defenses such sums and take such action as are necessary to protect Financial Institution's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the property to make repairs. If Financial Institution required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Financial Institution's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amount disbursed by Financial Institution pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Financial Institution agree to other terms of payment, such amount shall be payable upon notice from Financial Institution to Borrower requesting payment thereon, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note (unless payment of interest at such rate would be contrary to applicable law, in which event such amount shall bear interest at the highest rate permissible under applicable law). Nothing contained in this paragraph 7 shall require Financial Institution to incur any expense or take any action hereunder.

8. **Inspection.** Financial Institution may make or cause to be made reasonable entries upon and inspection of the property, provided that Financial Institution shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Financial Institution's interest in the property.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the property, or part thereof, or for encroachment in lieu of condemnation, are hereby assigned and shall be paid to Financial Institution. In the event of a total taking of the property, the proceeds shall be applied to the sum secured by this Mortgage, with the rest, if any, paid to Borrower. In the event of a partial taking of the property, unless Borrower and Financial Institution otherwise agree in writing, there shall be applied to the sum secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sum secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

10. If the property is abandoned by Borrower, or if, after notice by Financial Institution to Borrower that the same is to be sold to satisfy a claim for damages, Borrower fails to respond to Financial Institution within 30 days after the date such notice is mailed, Financial Institution is authorized to collect and apply the proceeds, at Financial Institution's option, either to restoration or repair of the property or to the sum secured by this Mortgage.

Unless Financial Institution and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

11. **Borrower Not Released.** Extension of the time for payment or modification of amortization of the sum secured by this Mortgage granted by Financial Institution to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Financial Institution shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sum secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

12. **Forbearance by Financial Institution Not a Waiver.** Any forbearance by Financial Institution in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of satisfaction of the amount of taxes or other liens or charges by Financial Institution shall not be a waiver of Financial Institution's right to accelerate the maturity of the indebtedness secured by this Mortgage.

13. **Remedies Cumulative.** All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage, any other agreement between Borrower and Financial Institution or afforded by law or equity, and may be exercised concurrently, independently or successively.

14. **Joint and Several Obligations and Rights.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Financial Institution and Borrower, subject to the provisions of paragraph 18 hereof. "All covenants and agreements of Borrower shall be joint and several. The covenants and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof."

15. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the property address or at such other address as Borrower may designate by notice to Financial Institution as provided herein, and (b) any notice to Financial Institution shall be given by certified mail return receipt requested, to Financial Institution's address stated herein or to such address as Financial Institution may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Financial Institution when given in the manner designated herein.

16. **Rebate.** If this mortgage is held by Maine State Housing Authority it shall pay or, at its option, credit to the Mortgage such amounts, if any, as Maine State Housing Authority shall in its sole discretion determine to be required by the Mortgage Security Bond Tax Act of 1960 and the rules and regulations promulgated pursuant thereto in such manner and at such time as the Maine State Housing Authority shall elect in accordance therewith. Maine State Housing Authority is under no obligation to minimize or earn any amount which must be so paid or credited to the Borrower. Furthermore, Maine State Housing Authority is under no obligation to pay or credit any amounts to the Borrower if the Borrower is then in breach of any covenant or agreement in this Bond of Trust or if the property has been sold pursuant to Paragraph 17 hereof or in lieu thereof has been conveyed by the Borrower to Maine State Housing Authority.

17. **Governing Law; Severability.** This Mortgage shall be governed by the law of Maine. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage and the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

18. **Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

19. **Transfer of the Property Herein.** If all or any part of the property or an interest therein is sold or transferred by Borrower without Financial Institution's prior written consent, including (a) the creation of a purchase money security interest for household appliances, (b) a transfer by devise, descent or by operation of law upon the death of a joint tenant, or (c) the grant of any leasehold interest of three years or less not containing an option to purchase in a housing unit of the property other than the unit occupied as Borrower's principal residence (see Section 22), Financial Institution may, at Financial Institution's option, declare all the sum secured by this Mortgage to be immediately due and payable. Financial Institution shall have solved such option to accelerate if, prior to the sale or transfer, Financial Institution and the person to whom the property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Financial Institution and that the interest payable on the sum secured by this Mortgage shall be at such rate as Financial Institution shall request. If this Mortgage is held by MAINE STATE HOUSING AUTHORITY, and if the Authority consents to any such transfer, any such consent will be conditioned at least upon such person's agreement to accept the property as his, her or their principal residence, verification that such person has not had an unexpired interest in a principal residence within the three years preceding such sale or transfer and compliance with applicable acquisition cost, income and other limitations and requirements of the Authority in effect at the time of such sale or transfer. If Financial Institution has waived the option to accelerate provided in this paragraph 19, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Financial Institution, Financial Institution shall release Borrower from all obligations under this Mortgage and the Note.

If Financial Institution exercises such option to accelerate, Financial Institution shall mail Borrower notice of acceleration in accordance with paragraph 19 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sum declared due. If Borrower fails to pay such sum prior to the expiration of such period, Financial Institution may, without further notice of demand on Borrower, invoke any remedies permitted by paragraph 19 hereof.

19. Acceleration Remedies. Except as provided in paragraphs 18 and 22 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Financial Institution prior to acceleration shall mail notice to Borrower as provided in paragraph 18 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and foreclosure. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Financial Institution at Financial Institution's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand, and may invoke any of the remedies permitted by applicable law. If Financial Institution forecloses Borrower's equity of redemption by any remedy other than exercise of notice, Financial Institution shall mail Borrower's notice of Financial Institution's claim of foreclosure as provided in paragraph 14 hereof.

20. Borrower's Right to Reinstatement. Notwithstanding Financial Institution's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Financial Institution to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage or at any time prior to recording of notice of breach following exercise of such notice upon Borrower or publication of such notice, if: (a) Borrower pays Financial Institution all sums which would be then due under this Mortgage, the late and notes accruing future advances; if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Financial Institution in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Financial Institution's remedies as provided in paragraph 19 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Financial Institution may reasonably require to assure that the lien of this Mortgage, Financial Institution's interest in the property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

21. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Financial Institution the rents, if any, of the property, provided that Borrower shall, prior to acceleration under paragraph 19 hereof or abandonment of the property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 19 hereof or abandonment of the property, Financial Institution shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the property and to collect the rents of the property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of ownership of the property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

22. Misrepresentation of Principal Residence. Borrower shall use at least one unit of the property as his/her principal residence. If the Financial Institution determines that the Borrower has made any misrepresentation (with or without fault) in the application for the Mortgage or in related documents, the Financial Institution may, at its option, declare all the sums secured by this Mortgage to be immediately due and payable. Financial Institution shall have waived such option to accelerate if Financial Institution and Borrower reach agreement in writing that the credit of such person is satisfactory to Financial Institution and that the interest payable on the sums secured by this Mortgage shall be at such rate as Financial Institution shall request. If Financial Institution exercises such option to accelerate, Financial Institution shall mail Borrower notice of acceleration in accordance with paragraph 19 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sum declared due. If Borrower fails to pay such sum prior to the expiration of such period, Financial Institution may, without further notice of demand on Borrower, invoke any remedies permitted by paragraph 19 hereof.

23. Release. Upon payment of all sums secured by this Mortgage, this Mortgage shall become null and void and Financial Institution shall discharge this Mortgage without charge to Borrower. Borrower shall pay all costs of recording, if any.

24. Waiver of Rights of Escrow. Borrower hereby relinquishes and conveys all rights of descent, or otherwise, in the property.

25. Waiver of Some Provisions of Foreclosure. Borrower hereby agrees that the acceptance of rents, hazard insurance proceeds, condemnation awards or any other sums of whatever nature or origin to be applied to the sums secured by this Mortgage after the commencement of foreclosure proceedings prior to the expiration of any right of redemption shall not constitute a waiver of such foreclosures.

IN WITNESS WHEREOF, the said Donald E. Harrington, Sr. and Lizzie H. Harrington, as Borrower, hereby relinquish and convey all rights by descent, or otherwise, in the property and have executed and signed this Mortgage on the date first above written.

Signed and delivered in the presence of:

Robert P. Lafford

Donald E. Harrington, Sr. (Signature)
Donald E. Harrington, Sr.

Lizzie H. Harrington (Signature)
Lizzie H. Harrington

STATE OF MARY, Cumberland County and

The foregoing Mortgage was acknowledged before me on September 23, 1980 by Donald E. Harrington, Sr. and Lizzie H. Harrington (the Borrowers).

Before me, Robert P. Lafford
Notary Public of Maryland at Law

My Commission Expires: SEP 23 1981
Typed Name of Notary/Alt: ROBERT P. LAFFORD

RECEIVED
RECORDS DEPARTMENT OF DEEDS

Notary Seal/Stamp

1980 SEP 26 PM 1:50

CUMBERLAND COUNTY

100-6-072401
Page 4 of 4

James J. Welch

EXHIBIT C

060209 0K8562PG0061
 MAINE STATE HOUSING AUTHORITY
 HOME MORTGAGE PROGRAM
 ASSIGNMENT OF MORTGAGES

KNOW ALL MEN BY THESE PRESENTS, that Bank East Mortgage Corporation, a financial institution having its principal place of business at Two Main Street, in the City of Bangor, County of ~~Washington~~ Hancock State of ~~Maine~~ Maine (the "Financial Institution"), owner of the mortgages secured in the County of ~~Washington~~ Hancock State of ~~Maine~~ Maine, being the mortgages described in Schedule A attached hereto and made a part hereof, in consideration of one (\$1) dollar, and other valuable consideration paid by MAINE STATE HOUSING AUTHORITY, a body corporate and politic and an instrumentality of the State of Maine, having its principal place of business at Augusta, County of Kennebec, and State of Maine, the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and convey unto the said MAINE STATE HOUSING AUTHORITY, its successors and assigns, the debts and claims thereby secured respectively, and all its rights, title and interest by virtue of said mortgages in and to the real estate therein respectively described.

This assignment is in accordance with a certain Mortgage Purchase Agreement between the Authority and the Financial Institution and in without recourse to the Financial Institution, except to the extent provided in said Agreement.

IN WITNESS WHEREOF, said Financial Institution has caused this instrument to be signed in its corporate name on November 12, 1980.

Witness:

Harvey J. Daniels
 Harvey J. Daniels

Bank East Mortgage Corporation
 By Helene Langdon
 Its Loan Sales Representative
 HELENE LANGDON

SEAL

STATE OF MAINE Hancock
 COUNTY OF Hancock, ss. Noted November 12, 1980.

Personally appeared the above-named Helene Langdon (printed name) in his/her capacity as Loan Sales Representative (title) of said Financial Institution and acknowledges the foregoing to be his/her free act and deed in his/her said capacity and the free act and deed of said Financial Institution.

[Notarial Seal]

Patricia D. Daniels SEAL
 Patricia D. Daniels (Printed Name)
 Notary Public of Maine Hancock
 My Commission expires February 4, 1981
 PATRICIA D. DANIELS, Notary Public
 My Commission Expires February 4, 1981

SCHEDULE A TO ASSIGNMENT OF MORTGAGE

COURT: San Diego

Generators/Porters

2420

Book

2450

Donald E. Harrington

09/23/00

8499

123

Elaine M. Harrington

USP/ANEM

NY 17-101109
Page 2 of 2

RECEIVED
RECEIVED FISCAL DEPT.
1918 NOV 21 AM 10:17
CUMBERLAND COUNTY
James J. Walsh

0042912' BK05640P0020
CORRECTIVE ASSIGNMENT OF MORTGAGE

LNW 197244

KNOW ALL BY THESE PRESENTS THAT Citizens Bank of New Hampshire, successor in interest to BankEast Mortgage Corporation, for valuable consideration paid, the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over, unto Maine State Housing Authority, 333 Water Street, Augusta, Maine 04330, its successors and assigns, the said mortgage described hereinafter recorded in the Cumberland County Registry of Deeds, and the notes, debts and claims secured thereby and all its right, title and interest by virtue of said mortgage in and to the real estate therein described, with full power to collect and discharge the same or to dispose of the same in the name of the Assignor herein.

NAME OF MORTGAGOR	DATE OF MORTGAGE	PAGE AMOUNT OF MORTGAGE	BOOK	PAGE
Donald E. Harrington, Sr. and Lizette H. Harrington	September 23, 1988	65,660.00	8488	354

The purpose of this assignment is to correct a prior assignment recorded in Book 8561, Page 61 which contained an incorrect Book reference.

TO HAVE AND TO HOLD the same unto Maine State Housing Authority, its successors and assigns, their own use and behoof forever.

IN WITNESS WHEREOF, Citizens Bank of New Hampshire, successor in interest to BankEast Mortgage Corporation has caused this instrument to be signed by its duly authorized agent this 21st day of July, 2000.

WITNESS:

Citizens Bank of New Hampshire, successor
in interest to BankEast Mortgage Corporation

[Signature]

By: *[Signature]*
Title:
Type/Print Name: Lorne Gatchell

STATE OF
COUNTY OF

Personally appeared before me this 26th day of July, 2000, the above-named Lorne Gatchell, Assistant Vice President of Citizens Bank of New Hampshire and acknowledged that he/she executed the same in that capacity and for the purposes contained therein on behalf of Citizens Bank of New Hampshire.

BEAL

[Signature]
Type/Print Name: Deanna Burt
Notary Public
My Commission Expires: 1

00-33787/197244

PROPERTY ADDRESS: Pond Road, Bridgton, Maine 04009 My Commission Expires: August 22, 2001

RECEIVED
RECORDED REGISTRY OF DEEDS
2000 AUG -4 PM 1:43
CUMBERLAND COUNTY
[Signature]

BK0562PG0060

\$6.00

060208

ASSIGNMENT OF MORTGAGES

KNOW ALL MEN BY THESE PRESENTS THAT BankEast Savings Bank and Trust, a New Hampshire banking corporation with a principal place of business at 22 South Main Street, Rochester, New Hampshire, County of Strafford, and the State of New Hampshire, mortgages and owner of the mortgages described here within and recorded in the Cumberland County Registry of Deeds, for valuable consideration paid by BankEast Mortgage Corporation, with a principal place of business at Two Wall Street, Manchester, NH 03101, the receipt thereof is hereby acknowledged, does hereby sell, assign, transfer and set over, unto the said BankEast Mortgage Corporation, its successors and assigns, the said mortgages described hereinafter and the notes, debts and claims thereby secured respectively, and all its right, title and interest by virtue of said mortgages in and to the real estate therein respectively described, with full power to collect and discharge the same or to dispose of the same in the name of the Assignor herein.

ASSIGNED MORTGAGES

<u>Name of Mortgagor</u>	<u>Date of Mortgage</u>	<u>Face Amount of Mortgage</u>	<u>Vol.</u>	<u>Page</u>
Donald W. Harrington Lillian W. Harrington (Bridgton, Me.)	03/23/68	\$64,600.00	8488	327

TO HAVE AND TO HOLD THE SAME unto BankEast Mortgage Corporation, its successors and assigns, their own use and behoof forever.

IN WITNESS WHEREOF, said BankEast Savings Bank and Trust has caused this instrument to be signed in its corporate name and sealed with its corporate seal by Nelson Langdon, its Manager of Packaging and Shipping, hereunto duly authorized this 23rd day of September in the year of our Lord One thousand Nine hundred Eighty- Eight.

WITNESS:

BANK EAST SAVINGS BANK & TRUST

By Advis Walker
Advis Walker

By Nelson Langdon
Nelson Langdon
Manager of Packaging
and Shipping

SEAL

STATE OF NEW HAMPSHIRE
ROCKINGHAM, NH:

Before me, the undersigned officer, personally appeared Nelson Langdon, who acknowledged himself to be the Manager of Packaging and Shipping of BankEast Savings Bank & Trust and that Nelson Langdon, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the Corporation.

SEAL

Patricia S. Walker
JUSTICE OF THE PEACE
PATRICIA S. WALKER, Justice of the Peace
My Commission Expires May 28, 1978

SEP 23 1968

RECEIVED
RECORDING DEPARTMENT OF DEEDS
1968 NOV 21 AM 10:17
CUMBERLAND COUNTY
James J. Walker

LIMITED POWER OF ATTORNEY

The Maine State Housing Authority, a public body corporate and politic and an instrumentality of the State of Maine ("MaineHousing") with an address of 353 Water Street, Augusta, Maine 04330-4633, pursuant to a Sub-servicing Agreement between MaineHousing and Rhode Island Housing and Mortgage Finance Corporation d/b/a Mortgage Servicing Solutions regarding certain mortgage loans (the "Mortgage Loans") appoints RI Housing Housing and Mortgage Finance Corporation d/b/a Mortgage Servicing Solutions, a public corporation organized and existing pursuant to the Rhode Island Housing and Mortgage Finance Corporation Act, Chapter 55 of Title 42 of the General Laws of the State of Rhode Island, with a principal place of business located at 44 Washington Street, Providence, Rhode Island 02903, its attorney-in-fact with full power and authority to act for and on behalf of MaineHousing to execute, endorse and acknowledge all documents and take all actions customarily and reasonably necessary and appropriate in the foreclosure of any of the Mortgage Loans on behalf of MaineHousing including without limitation the following actions associated with the foreclosure of such Mortgage Loans: appearance in court proceedings; cancellation of Veterans Administration and Rural Development guarantee certificates; conveyance of property acquired through a foreclosure sale or by deed in lieu of foreclosure; endorsement of a note; the sale, conveyance or assignment of a mortgage and note to the Secretary of Housing and Urban Development or the Veterans Administration; and the sale, conveyance or assignment of a mortgage and note to an insurance company pursuant to a right of assignment in an insurance contract; to negotiate and to execute, endorse and acknowledge all documents and take all actions customarily and reasonably necessary and appropriate for a Loan Modification Agreement during a court-ordered Foreclosure Mediation Hearing;


MaineHousing also hereby grants Rhode Island Housing and Mortgage Finance Corporation d/b/a Mortgage Servicing Solutions full power and authority to act for and on behalf of MaineHousing to execute, endorse and acknowledge all documents and take all actions customarily and reasonably necessary and appropriate in the discharge of mortgages on behalf of MaineHousing upon the complete and full satisfaction of any and all terms of such Mortgage Loans.

This Limited Power of Attorney shall be void for all other purposes. This Limited Power of Attorney is not a durable power of attorney or a durable financial power of attorney.

Third parties, without actual notice otherwise, can rely upon the power granted under this Limited Power of Attorney upon the exercise of such power by the attorney-in-fact named herein without first determining that all conditions precedent to such exercise have been satisfied. This Limited Power of Attorney is effective as of the date recited below and shall remain in effect until proper notice of its termination has been executed and recorded in the respective County Registry of Deeds.

IN WITNESS WHEREOF, the undersigned Maine State Housing Authority has caused this instrument to be duly executed to be effective as of the 1st day of January, 2017.

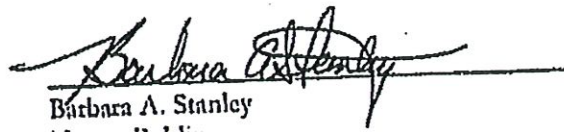
Maine State Housing Authority

By: 
Darren R. Brown
Its: Director of Finance

STATE OF MAINE
COUNTY OF KENNEBEC, ss.

December 22, 2016

Personally appeared the above-named Darren R. Brown as Director of Finance of the Maine State Housing Authority and acknowledged the foregoing to be his free act and deed in his said capacity and the free act and deed of the Maine State Housing Authority.


Barbara A. Stanley
Notary Public
My Commission Expires: February 22, 2023

Received
Recorded Register of Deeds
Jan 04, 2017 09:09:27A
Cumberland County
Hancy A. Lane

This instrument is being recorded to correct a prior instrument recorded in Cumberland County Registry of Deeds on January 4, 2017 in Book 33738, Page 178.

CORRECTIVE LIMITED POWER OF ATTORNEY

The Maine State Housing Authority, a public body corporate and politic and an instrumentality of the State of Maine ("MaineHousing") with an address of 353 Water Street, Augusta, Maine 04330-4633, pursuant to a Sub-servicing Agreement between MaineHousing and Rhode Island Housing and Mortgage Finance Corporation d/b/a Mortgage Servicing Solutions regarding certain mortgage loans (the "Mortgage Loans") appoints Rhode Island Housing and Mortgage Finance Corporation d/b/a Mortgage Servicing Solutions, a public corporation organized and existing pursuant to the Rhode Island Housing and Mortgage Finance Corporation Act, Chapter 55 of Title 42 of the General Laws of the State of Rhode Island, with a principal place of business located at 44 Washington Street, Providence, Rhode Island 02903, its attorney-in-fact with full power and authority to act for and on behalf of MaineHousing to execute, endorse and acknowledge all documents and take all actions customarily and reasonably necessary and appropriate in the foreclosure of any of the Mortgage Loans on behalf of MaineHousing including without limitation the following actions associated with the foreclosure of such Mortgage Loans: appearance in court proceedings; cancellation of Veterans Administration and Rural Development guarantee certificates; conveyance of property acquired through a foreclosure sale or by deed in lieu of foreclosure; endorsement of a note; the sale, conveyance or assignment of a mortgage and note to the Secretary of Housing and Urban Development or the Veterans Administration; and the sale, conveyance or assignment of a mortgage and note to an insurance company pursuant to a right of assignment in an insurance contract; to negotiate and to execute, endorse and acknowledge all documents and take all actions customarily and reasonably necessary and appropriate for a Loan Modification Agreement during a court-ordered Foreclosure Mediation Hearing;

MaineHousing also hereby grants Rhode Island Housing and Mortgage Finance Corporation d/b/a Mortgage Servicing Solutions full power and authority to act for and on behalf of MaineHousing to execute, endorse and acknowledge all documents and take all actions customarily and reasonably necessary and appropriate in the discharge of mortgages, to include termination of associated Uniform Commercial Code filings, on behalf of MaineHousing upon the complete and full satisfaction of any and all terms of such Mortgage Loans.


The execution and recording of this Limited Power of Attorney is intended to correct a scrivener's error contained in a previous Limited Power of Attorney given by MaineHousing to Rhode Island Housing and Mortgage Finance Corporation d/b/a Mortgage Servicing Solutions executed on December 22, 2016. The actions undertaken by Rhode Island Housing and Mortgage Finance Corporation d/b/a Mortgage Servicing Solutions under that Limited Power of Attorney are hereby ratified as if executed in accordance with this Limited Power of Attorney.

This Limited Power of Attorney shall be void for all other purposes. This Limited Power of Attorney is not a durable power of attorney or a durable financial power of attorney.

Third parties, without actual notice otherwise, can rely upon the power granted under this Limited Power of Attorney upon the exercise of such power by the attorney-in-fact named herein without first determining that all conditions precedent to such exercise have been satisfied. This Limited Power of Attorney is effective as of the date recited below and shall remain in effect until proper notice of its termination has been executed and recorded in the respective County Registry of Deeds.

IN WITNESS WHEREOF, the undersigned Maine State Housing Authority has caused this instrument to be duly executed to be effective as of the 1st day of January, 2017.

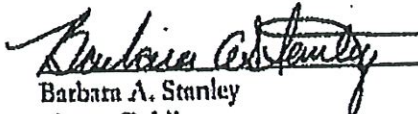
Maine State Housing Authority

By: 
Darren R. Brown
Its: Director of Finance

STATE OF MAINE
COUNTY OF KENNEBEC, ss.

January 8, 2018

Personally appeared the above-named Darren R. Brown as Director of Finance of the Maine State Housing Authority and acknowledged the foregoing to be his free act and deed in his said capacity and the free act and deed of the Maine State Housing Authority.


Barbara A. Stanley
Notary Public
My Commission Expires: February 22, 2023

Received
Recorded Register of Deeds
Jan 16, 2018 02:05:16P
Cumberland County
Nancy A. Lane

PLAINTIFF'S CERTIFICATION

EXHIBIT E

Property address set forth in the Mortgage recorded in the Cumberland County Registry of Deeds in Book 8488, Page 324; an Assignment of Mortgage recorded in Book 8562, Page 60; an Assignment of Mortgage recorded in Book 8562, Page 61; and a Corrective Assignment of Mortgage recorded in Book 15640, Page 23; 245 Pond Road, Bridgton, Maine

Maine State Housing Authority certifies that it is the holder in due course of the original Note made by Donald E. Harrington, Sr. and Lizzie H. Harrington payable to BankEast Savings Bank & Trust dated September 23, 1988, in the original principal amount of \$66,660.00, and further certifies that Maine State Housing Authority has been granted authority to enforce the Note, said Note having been subsequently endorsed and assigned to Maine State Housing Authority by BankEast Mortgage Corporation on September 23, 1988. The Note was subsequently modified by Loan Modification Agreement dated September 25, 2000.

Maine State Housing Authority certifies that it is the current owner of the Mortgage securing the Note referenced above, originally granted by Donald E. Harrington, Sr. and Lizzie H. Harrington payable to BankEast Savings Bank & Trust, recorded on September 26, 1988, in the Cumberland County Registry of Deeds in Book 8488, Page 324, said Mortgage having been affected by multiple Assignments of Mortgage (a) assigned to BankEast Mortgage Corporation by an Assignment of Mortgage dated September 23, 1988, and recorded in Book 8562, Page 60; (b) assigned to Maine State Housing Authority by an Assignment of Mortgage dated November 15, 1988, and recorded in Book 8562, Page 61; and (c) a Corrective Assignment dated July 21, 2000 of Mortgage recorded in Book 15640, Page 23.

Maine State Housing Authority certifies that the notice requirements of 14 M.R.S. § 6111, to the extent that such requirements are applicable, have been strictly performed.

Maine State Housing Authority has made many good faith attempts to prevent foreclosure by contacting the Defendant in writing and by phone. The last communication with the Defendant was on 5/12/2020. Therefore, CFPB's 2021 Mortgage Servicing COVID-19 Final Rule dated June 28, 2021 does not apply.

A true copy of the Note referenced above, together with all endorsements, is attached as an exhibit to Plaintiff's Complaint.

A true copy of the Mortgage referenced above is attached as an exhibit to Plaintiff's Complaint.

A true copy of the Assignment of Mortgage referenced above is attached as exhibits to Plaintiff's Complaint.

MAINE STATE HOUSING AUTHORITY
By Mortgage Servicing Solutions, its-attorney-
in-fact

Dated: April 3, 2023

By: 
Ryan DeRedin, Default/Foreclosure Specialist

EXHIBIT F

State of Maine

District Court
Division of Northern Cumberland
Bridgton

Docket No. CV05141

TOWN OF BRIDGTON Plaintiff

v.

Writ of Execution

DONALD HARRINGTON Defendant
LIZZIE HARRINGTON

To the sheriffs of our several counties or any of their deputies:

The Plaintiff on February 16, 2006, recovered judgment in the District Court in Bridgton against Defendant, DONALD HARRINGTON LIZZIE HARRINGTON, in this action for the sum of \$0.00 in debt or damage and \$0.00 in costs of suit as appears of record:

\$0.00	Judgment Amount
\$0.00	Pre-Judgment Interest
	Interest per the Complaint
\$0.00	Costs
\$4291.46	Atty Fees
\$0.00	Post-Judgment Interest

\$4291.46 Total

Received
Recorded Register of Deeds
Mar 16/2006 09:38:27A
Cumberland County
John S. O'Brien

We command that you cause the goods, chattels, or lands of the Debtor within your county to be paid and satisfied to the Creditor in the sum of \$4,291.46, with legal interest from the date of judgment, together with \$25.00 for this First Writ of Execution, and make return of this writ within three years from this date.

March 10, 2006

(Seal of the Court)

Attorney for Plaintiff
Drummond & Drummond
PO Box 9781
Portland, ME 04104-5081
207.772.1941

Joan Gardner, Deputy Clerk

A TRUE COPY ATTEST:

Clerk Maine District Court #9
Bridgton, Maine

SEAL

EXHIBIT G

STATE OF MAINE
CUMBERLAND, SS.

DISTRICT COURT
LOCATION: BRIDGTON
DOCKET NO. CV-05-141

TOWN OF BRIDGTON,

Plaintiff

v.

DONALD E. HARRINGTON, SR. and
LIZZIE H. HARRINGTON

Defendants/Alleged Violators

STIPULATED JUDGMENT

This matter came before this Court on the Plaintiff Town of Bridgton's Land Use Citation and Complaint dated August 23, 2005. Plaintiff Town of Bridgton and Defendants Donald E. Harrington, Sr. and Lizzie H. Harrington hereby stipulate to the entry of a judgment as follows:

1. Judgment for Plaintiff Town of Bridgton and against Defendants Donald E. Harrington, Sr. and Lizzie H. Harrington on Plaintiff's Land Use Citation and Complaint dated August 23, 2005 relating to property located at 245 Pond Road in Bridgton, Maine, which property is owned by Defendant by deed dated September 23, 1988 from Emil J. Tabor and Diane P. Tabor to Donald E. Harrington, Sr. and Lizzie H. Harrington recorded in the Cumberland County Registry of Deeds at Book 8488, Page 323 (hereinafter "the Property");
2. Costs and attorney fees are awarded to Plaintiff Town of Bridgton in the amount of \$4,291.46;
3. ^{Beginning on June 15, 2006, *RG*} Defendants Donald E. Harrington, Sr. and Lizzie H. Harrington are permanently enjoined from: (a) storing 3 or more unregistered, unserviceable, discarded, worn-out or junked vehicles, including vehicles that cannot pass state inspection, on the Property without a permit in violation of 30-A M.R.S.A. §§ 4452 and 3751 *et seq.* and Town of Bridgton Ordinance to

Regulate Automobile Graveyards, Junkyards and Automobile Recycling Business (hereinafter "the Ordinance"); and (b) maintaining a yard, field or other outside area used to store, dismantle or otherwise handle: (1) discarded, worn-out or junked plumbing, heating supplies, electronic or industrial equipment, household appliances or furniture; (2) discarded, scrap and junked lumber; and (3) old or scrap copper, brass, rope, rags, batteries, paper trash, rubber debris, waste and all scrap iron, steel and other scrap ferrous or nonferrous material on the Property without a permit in violation of 30-A M.R.S.A. §§ 4452 and 3751 *et seq.* and the Ordinance;

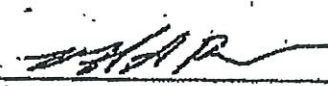
4. As long as Defendants Donald E. Harrington, Sr. and Lizzie H. Harrington comply with the Stipulated Judgment, including the permanent injunction referenced in paragraph 2 above, Plaintiff Town of Bridgton waives the right to recover civil penalties that have accrued to date under 30-A M.R.S.A. §§ 4452 and 3751 *et seq.* and the Ordinance; provided that, if Defendants Donald E. Harrington, Sr. and Lizzie H. Harrington fail to comply with the Stipulated Judgment and Plaintiff Town of Bridgton prevails in an action to enforce it, in addition to any other penalties, damages, costs or attorney fees awarded to Plaintiff Town of Bridgton by the Court, civil penalties in an amount to be determined by the Court shall be imposed against Defendants Donald E. Harrington, Sr. and Lizzie H. Harrington for operating an illegal automobile graveyard and illegal junkyard without a permit in violation of 30-A M.R.S.A. §§ 4452 and 3751 *et seq.* and the Ordinance for the period from May 4, 2005 to February 16, 2006; provided further that Plaintiff Town of Bridgton shall be entitled to recover its costs and attorney fees incurred in enforcing the Stipulated Judgment;

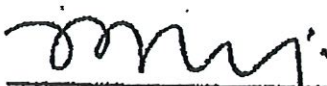
5. This Stipulated Judgment shall be binding on Defendants Donald E. Harrington, Sr. and Lizzie H. Harrington and their agents, servants, employees, attorneys, heirs, successors and assigns and upon those persons in active concert or participation with Defendants Donald E.

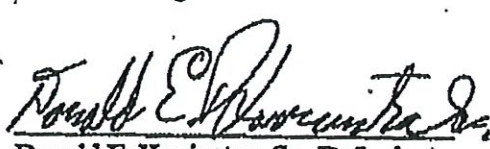
Harrington, Sr. and Lizzie H. Harrington who receive actual notice of this Stipulated Judgment by personal service or otherwise; and


6. The Clerk of Courts is hereby directed to incorporate this Stipulated Judgment on the docket by reference pursuant to Rule 79 of the Maine Rules of Civil Procedure.

Seen and agreed to:


Rob Baker, Code Enforcement Officer
Town of Bridgton


Brian D. Willing, Bar No. 9112
Attorney for Plaintiff



Donald E. Harrington, Sr., Defendant


Lizzie H. Harrington, Defendant

*Court explained above judgment to Defendants
So ordered.*

DATED:

2/16/06


Judge District Court

A TRUE COPY ATTEST:


Clerk, Maine District Court #9
Bridgton, Maine

Received
Recorded Register of Deeds
Mar 16 2006 09:40:57A
Cumberland County
John B O'Brien

**INSTALLMENT AGREEMENT
BETWEEN
DONALD E. AND LIZZIE H. HARRINGTON
AND
TOWN OF BRIDGTON**

THIS AGREEMENT (hereinafter referred to as "the Contract") is entered into by and between the Town of Bridgton whose address is 3 Chase Street, Suite 1, Bridgton, ME 04009, and Donald E. and Lizzie H. Harrington, Sr. whose address is 245 Pond Road, Bridgton, ME 04009.

Contract: "The Contract" is established for payment of lien and costs in the amount of \$4,291.00, as set forth in the Writ of Execution dated March 13, 2006 and recorded with the Cumberland County Registry of Deeds in Portland, Maine on March 16, 2006 in Book 23762 Page 128

Payment Due: A payment of \$25.00 per month is due and payable by the 15th day of each month beginning with April 15, 2006 until such time as the above amount has been paid in full.

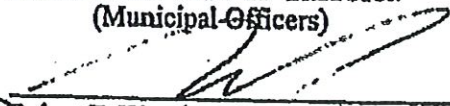
Late Fee: A late fee of \$10.00 is due and payable on any payment more than 15 days past due.

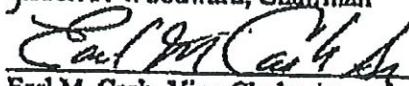
ACKNOWLEDGMENTS

Witness to all:

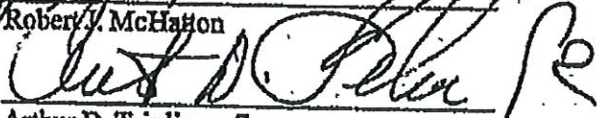

Georgiann M. Fleck, Acting Town Manager
Town of Bridgton

Inhabitants TOWN OF BRIDGTON
(Municipal Officers)


Robert F. Woodward, Chairman


Earl M. Cash, Vice-Chairman


Robert J. McHaffon


Arthur D. Triglione, Sr.


Robert C. Bell

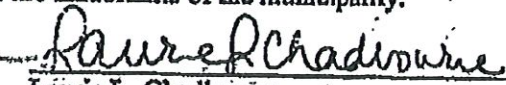
SEAL

State of Maine
Cumberland County, ss

Dated: March 28, 2006

Personally appeared before me the above named Board of Selectmen in their capacity as Municipal Officers of the Town of Bridgton and acknowledged the foregoing instrument to be their free act and deed in said capacity and the free act and deed of the inhabitants of the municipality.

Before me,


Laurie L. Chadbourne


Notary Public, State of Maine

My Commission Expires November 14, 2012

SEAL

By placing my signature below, I agree to be legally bound to the foregoing terms and conditions of "the Contract"

Witness to both:


Georgiann M. Fleck, Acting Town Manager
Town of Bridgton


Donald E. Harrington, Sr.



Lizzie H. Harrington

State of Maine
Cumberland County, ss

Dated: March 22, 2006

Personally appeared before me the above named Donald E. and Lizzie H. Harrington, Sr. and acknowledged the foregoing instrument to be their free act and deed.

Before me,


Laurie L. Chadbourne
Notary Public, State of Maine
My Commission Expires November 14, 2012

SEAL

Received
Recorded Register of Deeds
Apr 18, 2006 08:51:52A
Cumberland County
John B O'Brien

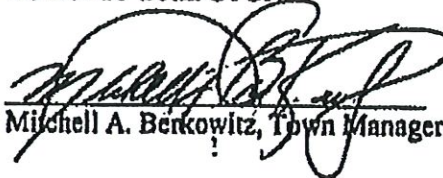
SUBORDINATION

TOWN OF BRIDGTON, a municipal corporation organized and existing under the laws of the State of Maine, having a mailing address of 3 Chase Street, Bridgton, ME 04009, holder of a certain judgment lien in the form of a Stipulated Judgment dated February 16, 2006, and Writ of Execution dated March 10, 2006, in the amount of \$4,291.46, and recorded in the Cumberland County Registry of Deeds in Book 23762, Page 128-129, hereby subordinates its interest under said judgment lien to (a) the lien created by certain loan documents and mortgage from **DONALD HARRINGTON, SR.** and **LIZZIE HARRINGTON** to **MAINE STATE HOUSING AUTHORITY** dated on or near September 23, 1988 securing a loan in the principal amount of \$66,660.00, which mortgage securing the loan is recorded in said Registry of Deeds in Book 8488, Page 324 and was assigned to **MAINE STATE HOUSING AUTHORITY** by instrument recorded in said Registry of Deeds in Book 8562, Page 60 and Page 61 and Book 15640, Page 23; and (b) the lien created by certain loan modification documents and mortgage, if any, from **DONALD HARRINGTON, SR.** and **LIZZIE HARRINGTON** to **MAINE STATE HOUSING AUTHORITY** dated on or near October 1, 2010 securing a loan in the principal amount of \$54,935.76, all as defined as the aforementioned loan documents and mortgage; provided that, except to the extent that its judgment lien priority is subordinated as expressly set forth above, the judgment lien in favor of the **TOWN OF BRIDGTON** remains in full force and effect.

IN WITNESS WHEREOF, the **TOWN OF BRIDGTON** has caused this instrument to be executed by Mitchell A. Berkowitz, its Town Manager, thereunto duly authorized, as of the 18 day of November, 2010

WITNESS:

TOWN OF BRIDGTON



 Mitchell A. Berkowitz, Town Manager

STATE OF MAINE

Cumberland ~~YORK~~, ss.November 18, 2010

Then personally appeared the above-named Mitchell A. Berkowitz, as Town Manager of the Town of Bridgton, duly authorized, and acknowledged the foregoing instrument to be his free act and deed in his said capacities and the free act and deed of the Town of Bridgton.

Before me,


 Notary Public/Attorney at Law

Received
 Recorded Register of Deeds
 Dec 10, 2010 12:26:33P
 Cumberland County
 Pamela E. Lavley

SEAL

LAURIE L. CHADBOURNE
 NOTARY PUBLIC, STATE OF MAINE
 Print name
 My commission expires _____

TOWN OF BRIDGTON

MEMO

TO: Select Board
FROM: Laurie L. Chadbourne, Town Clerk
RE: Business Licenses
DATE: June 21, 2023

June 27, 2023 Select Board Meeting

10. New Business

b. Permits/Documents Requiring Board Approval

1. New Victualer's License to Smokin J's BBQ, LLC (Food Truck)
(Approved by CEO for Food Truck Park on Portland Road)

☒ CEO (to include any Planning Board requirements) ☒ Fire ☒ Police ☒ Town Clerk

2. New Victualer's License to Beacon Bar & Bistro (Food Truck)
(July 3rd as Approved by Event Coordinators at Skillins Circle)

☒ CEO (to include any Planning Board requirements) ☒ Fire ☒ Police ☒ Town Clerk

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

CERTIFICATE OF COMMITMENT OF SEWER USER RATES
COMMITMENT #276

June 2023

Route 2

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

Attached is a true list of the sewer rates established by us pursuant to 30-M.R.S. § 3406 for those properties, units and structures on **Route 1**, required by local and State Law to pay a sewer rate to the municipality, for the **period beginning 1 March 2023 and ending 31 May 2023**. This list is comprised of 3 pages which are attached to this certificate.

The date on which the rates included in this list are **due and payable is 27 July, 2023**. You are hereby required to collect from each person named in the attached list, his or her respective amount as indicated in the list; **the sum-total being \$ 16,136.74**. You are hereby required to charge interest at a rate of 6.0% per annum on any unpaid account balance. You are hereby authorized to collect these rates and any accrued interest by any means legally available to you under State Law.

Given under our hands this **27th day of June 2023**.

Carmen Lone, Chair

Robert McHatton, Sr., Vice-Chair

Paul Tworog

Kenneth Murphy

Carrye Castleman-Ross

Billing Edit Report

Seq	Previous	Current	Cons	Water	Sewer	Total	Acct	Name	Location
Book #									
*1	115300	116200	900	0.00	229.28	229.28	258	HAZEL, PHILIP A 0022-0100	4 WALKER ST.
*2	7750	7880	130	0.00	104.68	104.68	272	THE CARRY ALL CORNER, LLC 023-148	2 COTTAGE ST. ✓
*3	1619	2242	623	0.00	120.04	120.04	286	MACLEAN, DONALD HAY 023-142	5 CHURCH ST.
*4	128300	128800	500	0.00	317.45	317.45	294	WARD, JUSTIN A 023-027	140 MAIN ST.
*6	14800	14800	0	0.00	100.63	100.63	298	OBERG, PETER W 023-030	150 MAIN ST.
*7	27200	27500	300	0.00	109.97	109.97	300	ORCHARD VIEW, LLC 023-031	154 MAIN ST.
*8	4305	4540	235	0.00	107.95	107.95	301	HOMESTEAD FARM GROUP, LLC 023-032	156 MAIN ST.
*9	213550	218625	5075	0.00	560.59	560.59	302	CHUN YANG, INC. 023-034	160 MAIN ST.
*10	20300	20600	300	0.00	109.97	109.97	303	C & G CONSULTING, LLC 0023-0035A	2 ELM ST.
*11	2596	2945	349	0.00	111.50	111.50	334	KIERNAN, ROBYN 0023-0094	13 IREDALE ST.
*12	763600	767000	3400	0.00	609.03	609.03	337	TOWN OF BRIDGTON 023-093	3 CHASE ST.
*13	52200	53300	1100	0.00	235.51	235.51	342	MCCARRON, MARY 0023-0092	2 IREDALE ST.
*14	20600	20900	300	0.00	109.97	109.97	359	STOVER, KENNETH A 023-090	4 HARRISON RD.
*15	104710	104900	190	0.00	106.55	106.55	360	NORWAY SAVINGS BANK 024-038	1 HARRISON RD.
*16	89100	93600	4500	0.00	844.56	844.56	362	TRAN, ANDY 023-089	270 MAIN ST.
*17	6510	6665	155	0.00	105.46	105.46	363	THE CARRY ALL CORNER, LLC	2 COTTAGE STREET
*18	452400	457700	5300	0.00	668.21	668.21	364	MAGUIRE, GEORGE E. & AMY J.-TRUSTEES OF THE WALES 023-086	260 MAIN ST.
*19	39300	39300	0	0.00	100.63	100.63	365	TRAN, ANDY 023-087	262 MAIN ST.
*20	2454	3454	1000	0.00	131.78	131.78	366	SIGNORELLI, ERIC B 023-088	264 MAIN ST.
*21	192900	204800	11900	0.00	974.42	974.42	367	HRONARAKIS, MARINIS 023-085	256 MAIN ST.
*22	9315	9436	121	0.00	104.40	104.40	368	THE CARRY ALL CORNER, LLC	2 COTTAGE STREET
*23	493	1249	756	0.00	224.80	224.80	369	MAIN ECO PROPERTIES, LLC 0023-0108	41 DEPOT STREET
*24	109800	109800	0	0.00	402.51	402.51	370	MAIN ECO PROPERTIES, LLC 0023-0107	261 MAIN ST.
*25	51	82	31	0.00	101.60	101.60	371	MATTHEWS, SHELLEY 023-105	271 MAIN ST. - SUITE 1 (JACKALOPE LIVING)
*26	40490	44874	4384	0.00	1,042.19	1,042.19	372	MAINLY MELTS 023-106	257 MAIN ST.
*28	27	57	30	0.00	101.56	101.56	374	CHAMBER OF	257 MAIN STREET * = Override

Billing Edit Report

06/05/2023

Page 2

Seq	Previous	Current	Cons	Water	Sewer	Total	Acct	Name	Location
Book #									
*52	0	83	83	0.00	103.22	103.22	375	COMMERCE CONROY CREATIONS, CO	271 MAIN ST. - SUITE 4 (CONROY CREATIONS)
*29	36955	38440	1485	0.00	247.50	247.50	376	SNDME2, LLC 0023-0083	248 MAIN ST.
*30	38270	38275	5	0.00	302.04	302.04	377	SNDME2, LLC 023-082	244 MAIN ST.
*31	26245	27510	1265	0.00	240.65	240.65	378	SHACKLEY, LANELL 0023-0081	240 MAIN ST.
*53	0	3263	3263	0.00	202.27	202.27	380	MCIVER PROPERTIES LLC 23-105	271 MAIN ST. - UNIT 3 UPSTAIRS APT
*54	0	182	182	0.00	106.30	106.30	381	MCIVER PROPERTIES LLC 23-105	271 MAIN ST. - UNIT 4 UPSTAIRS APT
*33	34900	35100	200	0.00	106.86	106.86	382	KEYBANK NATIONAL ASSOCIATION 023-079	232 MAIN ST.
*34	214700	218000	3300	0.00	304.04	304.04	383	IT WAS ALL A DREAM LLC 023-114	233 MAIN ST.
*55	0	46	46	0.00	102.06	102.06	384	MCIVER PROPERTIES LLC 23-105	271 MAIN ST. - UNIT 5 AIR BNB
*56	0	1773	1773	0.00	1,363.38	1,363.38	385	MCIVER PROPERTIES LLC 23-105	271 MAIN ST. - SUITES 2 & 3 - (QUEENS HEAD PUB)
*35	420300	426100	5800	0.00	381.91	381.91	406	REN-BRO, INC. 023-128	151 MAIN ST.
*36	470600	474700	4100	0.00	731.47	731.47	409	MAINE 4-H FOUNDATION / MAGIC LANTERN 0023-0137	9 DEPOT ST.
*37	8530	8745	215	0.00	107.33	107.33	411	PIKE, KELLY 023-136	1 DEPOT ST.
*38	76310	78100	1790	0.00	659.51	659.51	412	COOL C AND EASY E LLC 023-134	18B DEPOT ST.
*39	154300	155700	1400	0.00	345.49	345.49	415	C & P NEW HORIZONS, LLC 023-133	16 DEPOT ST.
*40	82900	82900	0	0.00	201.25	201.25	417	MOTEL, PETER J. 023-135	20 DEPOT ST.
*41	34100	34600	500	0.00	116.20	116.20	426	OBERG, PETER W 023-018	132 MAIN ST.
*57	0	25	25	0.00	101.41	101.41	450	C.J. RIVER / c/o STEPHEN DALTON	271 MAIN ST. - SUITE 5 (C.J. RIVER)
*42	29	66	37	0.00	101.78	101.78	702	PUCKETT, ROBERT W 023-105	271 MAIN ST.
*43	0	42	42	0.00	101.94	101.94	704	MCIVER PROPERTIES LLC 023-105	271 MAIN ST.
*44	5105	5438	333	0.00	111.00	111.00	709	OBERG, PETER W 023-029	148 MAIN ST.
*45	34200	34800	600	0.00	119.32	119.32	720	C & G CONSULTING, 2 ELM ST. LLC 0023-0035	
*46	4400	4600	200	0.00	106.86	106.86	734	GRANT, AMY 023-033	158 MAIN ST.
47	6000	6000	0	0.00	0.00	0.00	784	C & G CONSULTING, 2 ELM ST. LLC 0023-0035	
*** NOTE *** - Meter has been coded for No Bill.									
*48	1521600	1530400	8800	0.00	676.61	676.61	789	MAINE 4-H	11 DEPOT ST.

* = Override

Billing Edit Report

06/05/2023

Page 3

Seq	Previous	Current	Cons	Water	Sewer	Total	Acct	Name	Location
Book #									
*49	38900	39200	300	0.00	210.59	210.59	806	FOUNDATION / MAGIC LANTERN 0023-0137 MAIN ECO PROPERTIES, LLC 023-131	8 DEPOT ST.
*50	5070	5075	5	0.00	905.80	905.80	808	A CORKED FORK, LLC 0023-0134A	18A DEPOT ST.
*51	13875	15250	1375	0.00	344.71	344.71	4116	GORRELL, CILMA 0023-0148	2 COTTAGE ST.
Total:				0.00	16,136.74	16,136.74			

Consumption Report

- - - - Sewer - - - -

Book	SEWER	RESRV	EDU	4	5	6	7	8	9	Total
2	73,331	0	0	0	0	0	0	0	0	73,331
Total:	73,331	0	0	0	0	0	0	0	0	73,331

Calculation Summary Report

<u>Water</u>		<u>Sewer</u>	
Override	0.00	Override	0.00
Flat	0.00	Flat	0.00
Units	0.00	Units	13,685.30
Consumption	0.00	Consumption	2,451.44
Miscellaneous	0.00	Miscellaneous	0.00
Adjustments	0.00	Adjustments	0.00
Tax	0.00	Tax	0.00
Total	0.00	Total	16,136.74

User Category Summary

Category	<u>Water</u> Count	Cons	Amount	Category	<u>Sewer</u> Count	Cons	Amount
				1 SEWER METER	48	73331	14,158.10