



Town of Baldwin, Maine
SELECTMEN MEETING MINUTES
TUESDAY, DECEMBER 28, 2021 6:00 P.M.



Note: This meeting was recorded and can be viewed on the website www.baldwinmaine.org.
Attendance: Selectmen: Jim Dolloff, Bob Flint and Dwight Warren as well as members of the Public.

1. **Jim Dolloff called the Selectmen meeting to order at 6:05PM.**
2. **Review/ Approve minutes**
Jim Dolloff requested a motion to accept and approve December 14th, 2021 minutes. Bob Flint seconded the motion; no discussion. Selectmen voted 3-0 to accept the minutes.
3. **Review/ Approve warrant**
Bob Flint moved to accept and approve December 28, 2021 warrant. Dwight Warren seconded the motion. Selectmen voted 3-0 to approve the warrant.
4. **North Baldwin Fire Department Lease** : Selectmen discussed the lease with Allen Dolloff at the meeting. Bob Flint made a motion to sign the lease. Selectmen voted 3-0. See attached
5. **Personal Property Taxes** :
Selectmen reviewed the list of overdue personal property taxes. Bob has researched the list and some addresses don't make sense and also some are unclear on what is exactly is getting taxed. Bob has drafted a letter to businesses warning that they have overdue personal property taxes associated with the property.
6. **Plowing and Brian out** :
Brian and another driver has covid. Only two plow truck drivers for the Town at this time.
7. **Internet survey results and steps forward:**
All the survey results has been compiled, an approximate 60% of the people that completed surveys want better or new internet service. Selectmen need to review the survey data and will discuss further.
8. **Water system estimate and update from Ward Water:**
See attached estimate from Ward Water. Selectmen reviewed. Ward water needs the well information, need to search for any documents with that info or remove well cap.
9. **Review info from Cumberland County Assessing with regards to tax deferral programs**
See email from Cumberland County Assessing explaining the tax deferral programs. Selectmen discussed. Programs will start next year.

Reminders:

- Friday, December 31st – Town Office closed for New Year's Eve/ Day

Public Question and Comment

Adjournment: Jim Dolloff made a motion to adjourn the meeting at 6:40PM. Selectmen voted 3-0 to adjourn.



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Respectfully submitted,



Jim Dolloff

Dwight Warren



Robert Flint

LEASE

AGREEMENT is entered into between the Town of Baldwin (hereinafter referred to as "the Tenant.") and Allen Dolloff (herein referred to as "the Landlord").

WITNESSETH

1. **PREMISES:** The Landlord leases to the Tenant and the Tenant agrees to occupy, pay rent and maintain upon the Premises known as the North Baldwin Fire Station, in the County of Cumberland, and State of Maine. As used herein the "Premises" shall include the structure and the land of the Landlord adjacent thereto, the septic tank, leach field, well and access by the tenant to the "Fire Pond" located on Wiggin Rd. near Mountain Rd. and the parking lot across Wiggin Rd with the landlord.
2. **TERM:** The Term of this lease shall be for three (3) years commencing on January 1st, 2022. Whenever this Lease refers to "expiration", that term shall be deemed to include any earlier termination authorized hereunder or otherwise by law.
3. **RENT:** The Tenant agrees to pay without demand as rent for the Premises, the sum of One Dollar (\$1.00) per annum, which shall be due and payable in advance annually with the first payment being made on or before the commencement of the Term.
4. **QUIET ENJOYMENT:** The Landlord covenants that the Tenant shall peacefully and quietly have and hold the Premises against any person claiming through or under the Landlord. The Tenant shall not commit nor suffer any other person to commit waste to the Premises or to the Property.
5. **USE OF THE PREMISES:** The Premises shall be used and occupied by the Tenant as a fire station, and for no other use without the prior written permission of the Landlord. No alcoholic beverages will be consumed on the premises, and all use shall be in compliance with all ordinances of the Town of Baldwin, and the State of Maine. The North Baldwin Firemen's Auxiliary shall also have free use of the premises on the same terms.
6. **COMPLIANCE WITH LAW:** The Tenant shall comply with all the laws, ordinances, rules and order of appropriate governmental authorities affecting the use, cleanliness, occupancy, and preservation of the Premises. Failure to comply with any legal order of a governmental entity may in the discretion of the Landlord be deemed an act of Default.
7. **CONDITION OF PREMISES:** The Tenant has examined the Premises and agrees that they are, at the present time, in good order, repair, and in tenantable condition.
8. **ALTERATIONS & IMPROVEMENTS:** The Tenant shall make no alteration to the Premises nor to the Property without the prior written consent of the Landlord. All improvements built, constructed or placed on the Premises by the Tenant, with the exception of fixtures removable without any damage to the Premises shall, unless otherwise provided by written agreement between the Landlord and the Tenant, at the election of the Landlord become the property of the Landlord and remain on the Premises at the expiration of this Lease without any liability therefore as a "betterment".

- 9. **DAMAGE:** In the case of damage Tenant will be responsible for any repair cost to the structure and the surrounding land.
- 10. **TAXES:** Tenant shall be responsible for any taxes assessed on the land and building.
- 11. **UTILITIES:** The Tenant shall be responsible for arranging for paying for all utility services required on the Premises.
- 12. **RIGHT OF INSPECTION:** The Landlord or authorized agents of the Landlord shall have the right at all reasonable times to enter the Premises for the purpose of inspecting or showing same to prospective purchasers or tenants upon 24 hours prior notice.
- 13. **DEFAULT:** Any breach of any term of this Lease shall be deemed an act of default. If the Tenant or any person occupying the Premises shall default by suffering or committing waste of the Premises, or if the Tenant fails to make timely payment of any installment of rent, the Landlord may terminate this Agreement immediately upon written notice to the Tenant. If the Tenant shall default in the performance of any other term or condition of this Lease, the Landlord may terminate this Lease upon seven (7) days' prior written notice to the Tenant unless the Tenant cures such default during the seven day period. All notices shall be effective upon and sufficient if delivered to the Tenant by hand; or sent to the Tenant postage prepaid, by certified mail. If sent by certified mail, an additional three (3) calendar days (including Saturday, Sunday and any Legal Holiday) shall be added to the effective date of such termination and shall be deemed sufficient if addressed to Tenant at the Premises or such other location as Tenant shall designate, even if not claimed. If the Premises are destroyed or become uninhabitable by reason other than an act or omission of the Tenant, the Tenant may terminate the Lease and have such other remedies as are provided by law. If the Landlord shall be in default of any other requirement of this Lease or of law, the Landlord shall have a reasonable period to cure such default, or the Tenant shall not terminate the Lease, except as is provided by law.
- 14. **SURRENDER OF PREMISES:** Upon expiration of the Lease the Tenant may remain in possession of the Premises as a tenant at will, subject to termination upon thirty (30) days written notice posted by Landlord in a conspicuous place on the Premises. If no new lease or other arrangement is consummated within said thirty (30) days, Tenant shall quit the premises.

IN WITNESS WHEREOF, the parties have executed this Lease as of December 28th __, 2021.

Deborah L Wakefield

 (Witness)

Allen Dolloff

 Allen Dolloff

Deborah L Wakefield

 (Witness)

James S Dolloff

 For the Town of Baldwin

Suzette Warren
Rebecca Flint



Estimates

1 message

Ward Water <office@wardwater.com>
To: Danielle Taylor <dtaylorbaldwin@gmail.com>

Mon, Dec 27, 2021 at 2:24 PM

Good afternoon Danielle,

Estimate #1:

Fix the leaking boiler drain

Install a pipe support for the leaking line

Install a new rescare feeder

Replace the broken 2" copper valve

Install a Stenner SVP4 40GPD Chemical feed pump w/ a 30 gal tank and a 240 volt mixer.

Total: **\$3,740.00**

Estimate #2:

To replace the middle 2 well tanks w/ two wellXtrol 250s

Total: **\$1,800.00**

Would you be able to give us Bob Flint's phone number? Charlie would like to give him a call to speak with him about the tanks.

Thank you!

Hayley Mah
Ward Water Inc.
P.O. Box 111
Steep Falls, ME 04085
www.wardwater.com
Office: (207) 675-3272

After hours emergencies:
Filtration: (207) 329-3154
Plumbing: (207) 232-5999
Visit us on Yelp!
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UPDATE ON TAX DEFERRAL PROGRAM(S)

1 message

Ben Thompson <bthompson@cumberlandcounty.org>
To: Town Management <town-management@cumberlandcounty.org>, Benjamin Thompson <bthompson@cumberlandcounty.org>

Mon, Dec 27, 2021 at 3:01 PM

Good afternoon all,

There has been some confusion in regard to the recently resurrected State Tax Deferral program and the ability for a Town's legislative body to enact an ordinance authorizing a Municipal Tax Deferral program. Please see the response below from Peter Lacey, Director of Property Tax, Maine Revenue Services, when asked to clarify the programs. Any further questions, please let me know. Thank you all and Happy New Year.

Hi Ben,

Good questions. We are actually almost done with a guide for municipalities that explains some of this but I'll try and clear it up for you if I can.

There are two programs now.

Chapter 908 (36 M.R.S. §§ 6250-6266) is the State Tax Deferral Program which, as you mention, was reinstated last session. To qualify for the program, applicants must be either 65 or older OR be unable to be employed because of a permanent disability, and meet certain income and asset limitations. Maine Revenue Services reviews and approves applications and is largely responsible for the administration of the program, although the applications are required to be filed with the municipal assessors, who forward them on to us. Under the program, the municipality will file a report with MRS annually listing those participating in the program, and MRS will reimburse the municipality for the deferred taxes. The deferred tax, plus interest, is then required to be repaid to the State by the individual or their estate when they pass away, move, or sell the property.

Chapter 908-A (36 M.R.S. § 6271) is the Municipal Tax Deferral Program. That program is optional and requires a municipality to pass an ordinance to implement the program. It does not have the disability option, and has slightly different age and income limitations (and no asset limitation). The taxes are similarly deferred, and the deferred tax plus interest is required to be repaid to the municipality when the individual passes away, moves, or sells the property. There is no reimbursement by MRS and the State generally plays no role in the administration of the municipal program.

The existence of a Municipal Tax Deferral Program in your town/city does not prevent any of your residents from participating in the State Tax Deferral Program. However, an individual property cannot be enrolled in both a Municipal Program and the State Program. From that perspective, the programs are mutually exclusive.

I hope that clears it up a little. Like I said, we're hoping to have a guidance document out for the municipalities shortly. In the meantime, feel free to reach out with additional questions.

Thanks,

-Peter

Peter W. Lacy

Director of Property Tax

Maine Revenue Services

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Ben Thompson,
Certified Maine Assessor,
Director, Cumberland County Regional Assessing
25 Pearl St,
Portland, Maine 04101

Cumberland County

Notice: Under Maine law, documents - including e-mails - in the possession of public officials or employees about government business may be classified as public records. There are very few exceptions. As a result, please be advised that what is written in an e-mail could be released to the public and/or the media if requested.

Cumberland County

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