AGENDA
Cumberland Town Council Meeting
Town Council Chambers
MONDAY, January 8, 2018
6:00 P.M. Executive Session
7:00 P.M. Town Council Meeting

I. CALL TO ORDER

II. EXECUTIVE SESSION pursuant to 1 M.R.S.A., § 405(6)(C) re: real property.

III. BUSINESS INTRODUCTION
Skillin’s Greenhouse

IV. APPROVAL OF MINUTES
December 11, 2017

V. MANAGER’S REPORT

VI. PUBLIC DISCUSSION

VII. LEGISLATION AND POLICY

18 – 001 To consider and act on authorizing the Code Enforcement Officer to execute a Consent Agreement with the owners of 102 Longwoods Road and 17 Morgan Lane.

18 – 002 To consider and act on authorizing the Code Enforcement Officer to execute a Consent Agreement with the owners of 17 Mill Ridge.

18 – 003 To hear a report from the Forestry Subcommittee of the Lands & Conservation Commission.

18 – 004 To hold a Public Hearing to consider and act on a Joint Development Agreement with Developers Collaborative. TABLED

18 – 005 To consider and act on the adoption of Chapter 81 (Farm Based Specialty Events Licensing) of the Cumberland Code, as recommended by the Ordinance Committee.

18 – 006 To hold a Public Hearing to consider and act on a Class I Liquor License application for Cumberland House of Pizza for the period of January 17, 2018 – January 17, 2019.

18 – 007 To consider and act on authorizing the Town Manager to execute a 3-year contract with UniFirst.

18 – 008 To appoint members to the Aging in Place Committee and Lands & Conservation Commission.

18 – 009 To authorize the Town Manager to execute an easement deed for Oceanview at Cumberland for property located on the Val Halla Golf Course (less than 1 acre in size).

VIII. NEW BUSINESS

IX. ADJOURNMENT
MINUTES
Cumberland Town Council Meeting
Town Council Chambers
MONDAY, December 11, 2017

5:30 Nominating Committee Meeting

6:00 P.M. Workshop to hear a report from the Fire Department re: shared equipment

7:00 P.M. Call to Order
Present: Councilors Bingham, Copp, Edes, Gruber, Stiles, Storey-King and Turner

I. BUSINESS INTRODUCTION
- Bryan Dame of Cumberland Food Company said that business is good since he bought Doc’s Café from Rebecca Williams a year ago. They are building their bakery business and will have a lot of new pastries for people to pick up for the holidays. They use as many local products as possible and work hard to compost and recycle. They have cut their waste in half since they began composting. They are open 7 days a week (7 a.m. to 4:00 p.m. during the week and 7:00 a.m. to 2:00 p.m. on the weekends).

II. APPROVAL OF MINUTES
Motion by Councilor Bingham, seconded by Councilor Stiles, to accept the November 27, 2017 meeting minutes as presented.
VOTE: 6-0-1 (Edes abstained) MOTION PASSES

III. MANAGER’S REPORT
Town Manager Shane said that over the past month, it was discovered that the over 4,000 feet of existing waterline on Middle Road has some problems. There have been 2 water main breaks within 20 feet of each other. Upon inspection, the outside of the pipe that had the break, had some corrosion and pitting and is being eaten away from the outside to the inside. We are not sure why this is happening. The plan in the next few months is to line the inside of approximately 670 feet of pipe. This will require 5 excavations along the newly paved road. In the interim, Portland Water District and Storey Brothers will be installing temporary water lines and soil samples will be taken to see if there are any issues with the soils around this section of pipe compared to the rest of it. This will all be done by Portland Water District.

After the last wind storm, the pier at Broad Cove Reserve was inspected for damage. It was discovered that the pilings were not safe and the pier has since been closed. We can see if it is eligible for FEMA funding, but that is doubtful. We have $200,000 of State funding as well as $150,000 of homeowners association funding that is committed for the replacement of the pier, but that money doesn’t become available until January of 2020. In the meantime, we have to come up with a plan of what to do in the interim. We have 2 floats now and will need 3 more when the new pier is built out. He recommended purchasing the additional 3 floats now, and we can use a float system to replace the pier on a temporary basis. The Coastal Waters Commission will be meeting later this week and will discuss this.
IV. **PUBLIC DISCUSSION**

Lou Gallaudet of Range Road said that she wants to express her concern about the speed that decisions are being made in regard to the proposed development adjacent to the Town Forest. She attended the charrette and it began with the statement that the intent was to gather information and no decisions have been made on what to do with the land. More than half of the attendees voted to do nothing with the land. Her question is how did we get from that meeting in October to a January 8th meeting to vote on working with the developer? She thinks that a lot of people are concerned about growing Cumberland. There have been a number of new developments and now we hear about the Oceanview project coming. She thinks that we need to listen to the townspeople about how they feel about growth in this town, whether they want it to happen, and if they feel that there are other uses for that land that are not 100 units of housing.

Cathy Wright of Skillin Road said that she also attended the charrette and it was very clear to her what those in attendance wanted, and it was clear that this was going to be put on hold. She does not oppose the multi-generational concept, but there is so much building going on in Cumberland and our neighboring towns, that she is afraid that we are going to overbuild.

In regard to the Tuttle Road sidewalk project, Ms. Wright said that she travels Tuttle Road often and she never sees anybody walking. She feels that that money would be better spent putting a sidewalk on Route 100 at Morrison’s Hill. There are two developments at the bottom of Morrison’s Hill and businesses at the top. This would allow those residents to walk to the businesses.

Ms. Wright suggested turning lanes and at the intersection of Blanchard Road and Main Street. This intersection gets backed up with the morning traffic.

Bob Vail said that before we look at adding more housing to our community, maybe we should look at transportation issues before we start crowding our streets any further.

V. **LEGISLATION AND POLICY**

17 – 173 **To hold a Public Hearing to consider and act on a Class 1 Liquor License application for Flannel Shirt Food Company, LLC d/b/a Cumberland Food Company, for the period of January 1, 2018 – January 1, 2019.**

Chairman Edes opened the Public Hearing.

Public discussion: None

Chairman Edes closed the Public Hearing.

Motion by Councilor Bingham seconded by Councilor Stiles, to approve the Class 1 Liquor License application for Flannel Shirt Food Company, LLC d/b/a Cumberland Food Company, for the period of January 1, 2018 – January 1, 2019.

**VOTE:** 7-0 UNANIMOUS

17 – 174 **To hold a Public Hearing to consider and act on a Class 1 Liquor License application for Louie’s Grille, for the period of January 8, 2018 – January 8, 2019.**

Chairman Edes opened the Public Hearing.

Public discussion: None

Chairman Edes closed the Public Hearing.
Motion by Councilor Gruber, seconded by Councilor Turner, to approve the Class 1 Liquor License application for Louie’s Grille, for the period of January 8, 2018 – January 8, 2019.

VOTE: 7-0 UNANIMOUS

17 – 175  To hold a Public Hearing to consider and act on the 2018 Shellfish License allocations, as recommended by the Shellfish Conservation Commission.

Chairman of the Shellfish Conservation Commission, Mike Brown, explained that the shellfish license allocation request is the same as last year (Recreational Licenses: unlimited resident, 25 non-resident, 8 monthly resident and 2 monthly non-resident. Commercial Licenses: 1 resident and 1 non-resident). The clam stock on the Cumberland shoreline is very bleak, and the commission is exploring amending the Shellfish Ordinance for next year.

Chairman Edes opened the Public Hearing.

Public discussion: Bob Vail said that in the winter month’s small clams that are left on the surface freeze and die. Shutting the clam flats down in the winter months is a way to help prevent this.

Chairman Edes closed the Public Hearing.

Motion by Councilor Bingham, seconded by Councilor Gruber, to approve the 2018 Shellfish License allocations, as recommended by the Shellfish Conservation Commission.

VOTE: 7-0 UNANIMOUS

17 – 176  To hold a Public Hearing to consider and act on the designation of proposed TIF District #8 (Tuttle Road Development Project) and the adoption of a Development Program for the same and to amend TIF District #1, as recommended by the TIF Committee.

Town Manager Shane explained that TIF District #8 will be located in the Senior Housing Overlay District and the properties encompassed in TIF District #8 will be the properties known as the Godsoe property, the Doane property, the Allen property and the Town property. The Town will be allowed to “shelter” the taxes that are paid on these properties and the TIF Committee is recommending that 50% of the taxes go directly to the General Fund and 50% to the TIF Fund. TIF District #1 includes the Tuttle Road side of Twin Brook. This allowed the Town to use a portion of the TIF monies to develop Twin Brook. That money has been exhausted so there is no more TIF money that can be put into Twin Brook. We would like to amend TIF District #1 to remove approximately 90 acres of Twin Brook from the TIF District. By doing this, it will free up acreage for other TIF Districts in the future. We are allowed up to 5% of the total land in our community to be in a TIF District. We are wasting almost 100 acres of non-taxable land in TIF District #1. This is the only amendment to TIF District #1.

Chairman Edes opened the Public Hearing.

Public discussion: Bob Vail said that designating this area of Cumberland as TIF District #8, the Town is inciting growth. He feels that we as a Town have stretched ourselves to thin as far as housing is concerned. He is not in favor of the buildout of these properties. He has to look at the traffic issues. He does not want to see more traffic congestion added to our Town.

Lou Gallaudet said that she agrees with Mr. Vail that traffic is an issue. This is a nice sized little Town that many people do not want to get any bigger with a lot of new housing.

Chairman Edes closed the Public Hearing.
Ordered by Councilor Turner, seconded by Councilor Stiles, that the Town hereby (a) designates the Tuttle Road Development Project Municipal Tax Increment Financing District and adopts the Development Program for the District, such designation and adoption to be on the terms and provisions of the Tuttle Road Development Project Municipal Tax Increment Financing District Development Program” (“Development Program”) as presented at this Town Council Meeting, and as has been on file in the Town Clerk’s Office, a copy of which is incorporated herein by reference; (b) makes the findings set forth in the Development Program; (c) adopts the financial plan including the percentage of increased assessed value of said District to be retained as captured assessed value in accordance with the Development Program; and (d) authorizes the Town Manager to submit to the State of Maine Commissioner of Economic and Community Development for approval such applications and further documentation as may be necessary or appropriate for final approval and establishment of the Tuttle Road Development Project Municipal Tax Increment Financing District and its Development Program and financial plan pursuant to 30-A M.R.S.A. Chapter 206.

VOTE: 7-0  UNANIMOUS

Further ordered by Councilor Turner, seconded by Councilor Stiles, that the Town, acting pursuant to the provisions of Title 30-A, Chapter 206 of the Maine Revised Statutes, hereby adopts the Third Amendment to the Town of Cumberland TIF #1, Municipal Development Tax Increment Financing Development Program (the “Third Amendment”) as presented to this meeting and as has been on file in the Town Clerk’s Office, a copy of which is incorporated herein and made a part of the minutes of this meeting. The Town Manager, acting singly, is hereby authorized and directed, on behalf of the Town of Cumberland to execute and submit to the Commissioner of the Maine Department of Economic and Community Development (“DECD”) such applications and further documentation as may be necessary or appropriate for any necessary final approval of the Third Amendment; and the Town Manager be, and hereby is, authorized and empowered, at his discretion, from time to time, to make such technical revisions to the Third Amendment as he deems reasonably necessary or convenient in order to facilitate the process for review and approval of the Third Amendment by the Commissioner of DECD, so long as such revisions are not inconsistent with the Third Amendment or the basic structure and intent of the District or the Third Amendment.

VOTE: 7-0  UNANIMOUS

17 – 177  To hold a Public Hearing to consider and act on amendments to Chapter 282 (Vehicles and Traffic) of the Cumberland Code, as recommended by the Ordinance Committee.

Councilor Storey-King explained that the Police Chief reviewed the Traffic Ordinance and suggested the amendments. They are mostly housekeeping amendments. There will be handicapped stickers available for people who drive senior residents to appointments, etc.

Chairman Edes opened the Public Hearing.
Public discussion: None
Chairman Edes closed the Public Hearing.

Motion by Councilor Gruber, seconded by Councilor Copp, to amend Chapter 282 (Vehicles and Traffic) of the Cumberland Code, as recommended by the Ordinance Committee.
VOTE: 7-0  UNANIMOUS

17 – 178  To hold a Public Hearing to consider and act on amendments to Chapter 84 (Fees and Fines), Section 31 (Vehicles and Traffic) of the Cumberland Code, as recommended by the Ordinance Committee.

Councilor Storey-King said that most of the parking violation fees were around $10.00 and they are being increased to $25.00.

TOWN COUNCIL MEETING MINUTES
December 11, 2017
Chairman Edes opened the Public Hearing.
Public discussion: None
Chairman Edes closed the Public Hearing.

Motion by Councilor Gruber, seconded by Councilor Bingham, to amend Chapter 84 (Fees and Fines), Section 31 (Vehicles and Traffic) of the Cumberland Code, as recommended by the Ordinance Committee.
VOTE:  7-0   UNANIMOUS

**17 – 179** To hold a Public Hearing to consider and act on a speed limit reduction request to MDOT for Blackstrap Road, Blanchard Road Extension and Route One.

Town Manager Shane explained that the Town does not set speed limits. In order to get a speed limit reduction, a Public Hearing must be held and a letter sent on behalf of the Town Council to the Maine Department of Transportation with the request. We will be asking for consideration of reducing the speed limit on Route One from 45 – 50 mph to 40 mph for the entire corridor, Blackstrap Road to 35 mph, and 25 mph on Blanchard Road Extension (no speed posted currently).

Chairman Edes opened the Public Hearing.
Public discussion: Cathy Wright of Skillin Road asked why is reducing the speed limit on Route One being considered. She has never encountered any problems on Route One.

Tom Foley of 29 Granite Ridge Road said that he attended a meeting in Falmouth where consultants presented a plan from Johnson Road in Falmouth through Cumberland, that included a hotel, conference center, medical and office buildings. There is a large track of land that runs between 295 and Route One. Falmouth also plans to put housing in between Route One and Route 88. This is an enormous amount of change that will impact Cumberland traffic. The 15 mph school zone on Route One is the most ignored school zone in the entire State because there is no foot traffic at the Friend’s School. He witnesses people using the new turning lanes on Route One as passing lanes. The dangers of using 295 make people more likely to use Route One. There is less traffic and less danger of an accident. He sees Route One being used a more of a thoroughfare. All of these issues can be used to strengthen our case with the MDOT when requesting the speed limit reduction on Route One.

Bob Vail said that when we improve sight lines and reduce traffic flow (speed) let’s not forget the opportunity to add striping to allow passing where appropriate.

Bill Kinney of 3 Friar Lane said that he travels Route One 3 to 4 times per day and the problem he sees is the school zone and the speed limit dropping from 50 mph to 15 mph. He feels that going from 40 to 15 mph would be safer. He supports reducing the speed limit to 40 mph.

Jeff Kalinich of 371 Blanchard Road Extension said that posting a 25 mph speed limit on Blanchard Road Extension is a good idea. He suggested moving the “Dead End” sign back so that it is a little more prominent to traffic.

Ryan Stinneford of Stonewall Drive is also very much in favor of posting a 25 mph speed limit on Blanchard Road Extension. It is a neighborhood with a lot of children on bikes and families walking their dogs. It is very dangerous right now with vehicles driving 45 to 50 mph.

Chairman Edes said that he is opposed to reducing the speed limit on Route One, but he is in favor of the other two. The 15 mph school zone on Route One is ridiculous. There is no foot traffic or parking allowed on Route One at the Friend’s School and it is a hazard.
Chairman Edes closed the Public Hearing.

Motion by Councilor Bingham, seconded by Councilor Gruber, to authorize the Town Manager to make a request to MDOT for a speed limit reduction on Blackstrap Road, Blanchard Road Extension and Route One. VOTE: 6-1 (Edes opposed) MOTION PASSES

17 – 180 To hold a Public Hearing to consider and act on a request to MDOT for a traffic signal at Route 100 and Skillin Road.

Town Manager Shane the Town has met with the State traffic engineer onsite to discuss the Town’s concerns with turning traffic, the speed of traffic, and multiple near misses at that intersection. With the increase of commercial development in that area, there has been an increase in traffic. We are asking for a traffic study and recommendation from MDOT. He suggested also asking them to look at the Main Street intersection.

Chairman Edes opened the Public Hearing.

Public discussion: Jeff Kalinich of 371 Blanchard Road Extension said that he feels that the Route 100 intersection is getting worse and as the Town Manager pointed out, there will be more traffic there with the new commercial development. He is in support of this.

Councilor Storey-King said that a former MSAD 51 Athletic Director was always hesitant to send students to the West Cumberland Field to practice because of that intersection and the danger to new, inexperienced drivers. If we could send kids to West Cumberland to practice sports, it would ease up on the field use a Twin Brook.

Councilor Copp said that he owns 3 sides of that intersection. People use it to cut across and skip the stop sign.

Chairman Edes closed the Public Hearing.

Motion by Councilor Storey-King, seconded by Councilor Stiles, to authorize the Town Manager to make a request to MDOT for a traffic signal at the intersection of Route 100 and Skillin Road and the intersection of Main Street and Route 9.

VOTE: 7-0 UNANIMOUS

17 – 181 To hold a Public Hearing to consider and act on accepting Wyman Way as a Town road.

Town Manager Shane said that all the paperwork has been submitted and reviewed by the Town Attorney.

Chairman Edes opened the Public Hearing.

Public discussion: Bob Vail urged the Council to accept Wyman Way only after the two speed bumps are removed.

Chairman Edes closed the Public Hearing.

Motion by Councilor Bingham, seconded by Councilor Turner, to accept Wyman Way as a Town road.

VOTE: 5-1-1 (Stiles opposed, Gruber abstained) MOTION PASSES

17 – 182 To hold a Public Hearing to discuss a Contract Zone Agreement with John Paynter.

Town Manager Shane explained that this agreement is for property located off Greely Road Extension that is part of the agreement that the Council made with Mr. Paynter in the purchase of a little over 20 acres of land.
It will allow Mr. Paynter to access the rear of his property where there are 2 existing structures that are within the setbacks. This will allow the 2 buildings to stay where they are. All of the underlying zoning requirements will stay in place.

Chairman Edes opened the Public Hearing.
Public discussion: None
Chairman Edes closed the Public Hearing.

Motion by Councilor Copp, seconded by Councilor Gruber, to accept the staff recommendation to enter into a Contract Zone Agreement with John Paynter, and to move forward in the Contract Zone Agreement process.
VOTE: 7-0 UNANIMOUS

Motion by Councilor Bingham, seconded by Councilor Turner, to appoint John Brushwein as Tax Assessor for the period of January 1, 2018 through December 31, 2020.
VOTE: 7-0 UNANIMOUS

17 – 184 To appoint members to Boards and Committees.
Motion by Councilor Copp, seconded by Councilor Bingham, to reappoint the following:
Board of Adjustments and Appeals: Amanda Vigue and Sally Pierce
Coastal Waters Commission: Mike Schwindt and Brent Sullivan
Cumberland Housing Authority: James Clifford and Joyce Frost
Lands & Conservation Commission: David Young
Forestry Subcommittee: Ted Chadbourne
Trails Subcommittee: Rachel Becker-McEntee
Ocean Access Committee: Maureen Ann Connolly and Sandra Gorsuch-Plummer
Planning Board: Steve Moriarty and Peter Sherr
Parks & Recreation Commission: Amy Amico and Sally Pierce
Personnel Appeals Board: Katherine Brooks and James Clifford
Prince Memorial Library Advisory Board: Thomas Foley, Mark Lapping and Eli Rivers
Shellfish Conservation Commission: Ralph Oulton

Motion by Councilor Copp, seconded by Councilor Bingham, to appoint the following:
Janene Gorham to the Lands & Conservation Commission
Timothy Schneider and Eli Wilson to the Lands & Conservation Commission Forestry Subcommittee
Charles Kenny to the Planning Board
Linda Draper to the Prince Memorial Library Advisory Board
VOTE: 7-0 UNANIMOUS

17 – 185 To consider and act on authorizing the Code Enforcement Officer to execute a Consent Agreement with the owners of 20 Castle Rock Drive.
Town Manager Shane said that this is a rear setback issue with a garage. The building is located within the building envelope, but out of the setback by approximately 13 feet in the rear.
Motion by Councilor Gruber, seconded by Councilor Bingham, to authorize the Code Enforcement Officer to execute a Consent Agreement with the owners of 20 Castle Rock Drive.

VOTE: 7-0 UNANIMOUS

17 – 186 To set a Public Hearing date of January 8th to consider and act on a Joint Development Agreement with Developers Collaborative.

Motion by Councilor Gruber, seconded by Councilor Copp, to set a Public Hearing date of January 8th to consider and act on a Joint Development Agreement with Developers Collaborative.

VOTE: 4-3 (Edes, Storey-King, Stiles opposed) MOTION PASSES

17 – 187 To consider and act on cancelling the December 25th Town Council Meeting.

Motion by Councilor Bingham, seconded by Councilor Stiles, to cancel the December 25th Town Council Meeting.

VOTE: 7-0 UNANIMOUS

VI. NEW BUSINESS

Councilor Bingham – On January 8th, the Lands & Conservation Forestry Sub-committee will be making a presentation to the Council on their work over the last 6 months, their recommendation on the tree cutting on the Greely Road side of Twin Brook, and reporting on their site walk at Knight’s Pond.

Councilor Gruber – The Finance Committee held a joint meeting with the M.S.A.D. 51 Finance Committee. It was a very productive meeting. They discussed school enrollment, capital projects for both the school and Town, state revenue and valuation.

The “Stuff a Bus, Fill a Belly” campaign wrapped up last week. Over 6,800 pounds of food was donated to our Food Pantry. It was a great event.

Food Pantry Christmas baskets will be distributed on December 22nd.

The Fire Department had their annual pancake breakfast to benefit Toys for Tots. It was a wonderful event, as usual.

The Lands & Conservation Commission Trails Sub-committee is looking at potential trail connectivity of all the Town trails.

The Aging in Place Committee will be meeting with the Living Well in North Yarmouth group tomorrow to talk about collaborative efforts.

Councilor Storey-King – she thanked everyone who shops locally and encouraged everyone to try to shop local.

M.S.A.D. 51 will hold classes’ right up until December 22nd and December 20th will be a full day, not ½ day (Wednesday).

There is a meeting on December 13th at the Lunt Auditorium in Falmouth for the Rails to Trails Pathway proposed by PACTS. She knows a lot of hunters who are opposed to this who will attend.
She attended a Parks & Recreation Committee last week. They are working on a policy for the acceptance of gifts, such as benches, to be placed on Town owned land. She did some research and found that this is the responsibility of the Lands & Conservation Commission.

She thanked everyone who volunteers to serve on a Town Board or Committee.

**Councilor Copp** – none

**Chairman Edes** – none

**Councilor Stiles** – none

**Councilor Turner** – none

### VII. **ADJOURNMENT**

Motion by Councilor Stiles, seconded by Councilor Copp, to adjourn.

**VOTE:** 7-0 UNANIMOUS

**TIME:** 9:04 P.M.

**WORKSHOP** re: Farm Based Specialty Event License

Respectfully submitted by,

Brenda L. Moore
Council Secretary
ITEM
18-001

To consider and act on authorizing the Code Enforcement Officer to execute a Consent Agreement with the owners of 102 Longwoods Road and 17 Morgan Lane
William Longley

From: Marcia Corradini <tsnowlaw@maine.rr.com>
Sent: Tuesday, January 02, 2018 4:17 PM
To: 'Alyssa C. Tibbetts'
Cc: William Longley; 'Cody Humphrey'; Alan Wolf
Subject: Morgan Lane
Attachments: ROW confirm - Hall and Leavitt post-redline 1-2.docx

2 Jan 2018

Happy New Year, Alyssa!

I understand that you have some concerns about how the owners on/along so-called Morgan Lane will accept our suggested right of way changes.

Sally Leavitt is the owner of her own lot (#3) and her parents’ lot to be sold (#2 and #4). The Halls are the only other owner (Lot #1). Sally met with the Halls last week and showed them the proposed Consent Agreement. They are totally behind this idea.

I am now working out the details acceptable to Jerome Gamache, representing the buyer of Lots 2 and 4 to the Confirmatory Right of Way Agreement. Please see the draft attached. Jerome would like a depiction and/or legal description of Morgan Lane to be completed, but that would not be ready before your meeting.

I see no obstacles on this side. Would it be helpful for Mr. or Mrs. Hall to call Bill?

Hope you and the family are all fine,
Marcia

Marcia G. Corradini, Esq.
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CONFIRMATORY
RIGHT-OF-WAY EASEMENT AGREEMENT

This Agreement is entered into this ____ day of January, 2018, between CHARLES J. HALL, KRISTI J. HALL and SALLY A. LEAVITT, all of the Town of Cumberland, County of Cumberland and State of Maine.

WHEREAS, Wallace E. Leavitt commissioned a plan entitled “Amended Property Plan of Lot Division made for Wallace E. Leavitt dated April 29, 1998 prepared by John D. Palmiter, PLS #1057 and recorded in the Cumberland County Registry of Deeds in Plan Book 198, Page 161 showing division of land into Lots 1-4 (the “Plan”); and

WHEREAS the Town of Cumberland stated in a Consent Agreement of near or even date to be recorded that ‘The right of way running from Longwoods Road across the 102 Longwoods lot, joining the “apparent 50’ ROW” at or near the front of Lot 4 and continuing southwesterly, shown on said Plan and now and hereinafter known as Morgan Lane and depicted on Exhibit A attached hereto and incorporated herein, will be the sole right of way used for access from Longwoods Road to Lots 1 and 3’; and

WHEREAS, CHARLES J. HALL and KRISTI J. HALL are the owners of Lot 1 shown on said Plan pursuant to the deed recorded in said Registry of Deeds in Book 23097, Page 67; and

WHEREAS, SALLY A. LEAVITT is the owner of Lots 2, 3 and 4 shown on said Plan pursuant to the deeds recorded in said Registry of Deeds in Book 23525, Page 8, Book 6466, Page 121, and Book 23525, Page 13, respectively; and

WHEREAS, the parties access their respective properties along said Morgan Lane; and

WHEREAS, the parties’ deeds to Lots 1 and 3 do not conform to their usage of the above-described right-of-way; and

WHEREAS, because of Sally A. Leavitt’s ownership of Lots 2 and 4, over which the existing right-of-way to Lots 1 and 3 is located, Ms. Leavitt is able to confirm and convey the right of way over Morgan Lane to the owners of Lot 1 and the owner of Lot 3; and

WHEREAS the parties agree that the “50’ R/W 12681/172” shown on said Plan running from Longwoods Road along Lots 2 and 4 has never been developed.

NOW THEREFORE, for mutual consideration exchanged, the parties, being all owners of the Lots shown on said Plan agree as follows:

1. Sally A. Leavitt, owner of Lots 2 and 4 hereby CONFIRMS AND GRANTS a right of way to Charles J. Hall and Kristi J. Hall, owners of Lot 1, for ingress, egress, utilities and all purposes for which a town way may be used along Morgan Lane to their driveway serving Lot 1.
2. Charles J. Hall and Kristi J. Hall hereby AGREE to continue utilizing their only access along Morgan Lane; and (i) RELEASE AND QUITCLAIM all rights in and to the undeveloped “50’ R/W 12681/172” shown on said Plan to Sally A. Leavitt; and (ii) release and quitclaim all rights of way in 50’ easements described in a deed from Brian and Debra DeLowrey recorded in said Registry of Deeds in Book 23097, Page 67 to Sally A. Leavitt

3. Sally A. Leavitt, owner of Lots 2 and 4 hereby CONFIRMS AND GRANTS a right of way to the heirs and assigns of Lot 3 for ingress, egress, utilities and all purposes for which a town way may be used along Morgan Lane to the driveway serving Lot 3.

WITNESS our hands and seals this ___ day of ______________, 2018.

________________________________________
Charles J. Hall

________________________________________
Kristi J. Hall

________________________________________
Sally A. Leavitt

STATE OF MAINE
CUMBERLAND, ss.

____________________, 2018

Then personally appeared the above-named Charles J. Hall and Kristi J. Hall and acknowledged the foregoing instrument to be their free acts and deeds.

Before me,

______________________________
Maine Attorney at Law/Notary Public
Printed Name:
Commission Expires:
STATE OF MAINE
CUMBERLAND, ss.  

Then personally appeared the above-named Sally A. Leavitt and acknowledged the foregoing instrument to be her free act and deed.

Before me,

________________________
Maine Attorney at Law/Notary Public
Printed Name:
Commission Expires:
CONSENT AGREEMENT

This Agreement entered into this _____ day of January, 2018, by and between SALLY A. LEAVITT of the Town of Cumberland, County of Cumberland and State of Maine, owner of property and improvements located at (a) 17 Morgan Lane, Cumberland Maine; and (b) 102 Longwoods Road, Cumberland, Maine (together “Leavitt”) and the TOWN OF CUMBERLAND, a municipal corporation located in the County of Cumberland and State of Maine (“the Town”), duly organized under the State of Maine.

WHEREAS, William Longley is the duly authorized Code Enforcement Officer of the Town of Cumberland and its Building Inspector (collectively the “CEO”) authorized under state law to administer and enforce provisions of the Cumberland Zoning Ordinance; and

WHEREAS, Sally A. Leavitt has been the owner of real property (a) located at 17 Morgan Lane, Cumberland, Maine since June 1, 1984, as described in a deed from Wallace Eugene Leavitt and Anita Corey Leavitt recorded in the Cumberland County Registry of Deeds in Book 6466, Page 121 and shown on Cumberland Assessors Map U07, Lot 10B; and (b) located at 102 Longwoods Road, Cumberland, Maine since December 21, 2005, as described in a deed from Anita Corey Leavitt recorded in the Cumberland County Registry of Deeds in Book 23525, Page 13 and shown on Cumberland Assessors Map U07, Lot 10 (together the “Premises”); and

WHEREAS, the currently existing single-family home at 17 Morgan Lane (shown as Lot 4 on said Plan hereinafter defined) was constructed by Wallace and Anita Leavitt in 1969, and is shown on a Mortgage Loan Inspection prepared by Livingston-Hughes dated November 10, 2017, described as “1 story wood structure w/concrete foundation,” does not meet the current 4-acre minimum lot size and appears to have a 50’ right-of-way bisecting the house; a copy of said MLI is attached hereto as Exhibit A; and

WHEREAS, the currently existing single-family home on 102 Longwoods Lane (shown as Lot 2 on said Plan hereinafter defined) was constructed by Wallace and Anita Leavitt in 1957 and is shown on said Mortgage Loan Inspection prepared by Livingston-Hughes, described as “1-1/2 story wood structure w/concrete foundation” appears to be outside of the current building envelope (see Exhibit A); and

WHEREAS, two rights-of-way are shown leading from Longwoods Road on said MLI and on an Amended Property Plan of Lot Division prepared for Wallace E. Leavitt by John D. Palmiter, PLS dated April 29, 1998 and recorded in said Registry of Deeds in Plan Book 198, Page 161: the first right-of-way runs from Longwoods Road along the northerly border of Lot 2 and along the front of Lot 4, depicted as the beginning of “apparent 50’ ROW” on the MLI and “50’ R/W 12681/172” on the Amended Plan; and the second right-of-way runs from Longwoods Road across the 102 Longwoods lot depicted as “gravel” way or drive on both plans. The gravel way joins the “apparent 50’ ROW” at or near the front of Lot 4 and continues southwesterly within Lot 2, thereafter providing access to Longwoods Road by the owners of Lots 1 and 3 shown on said Amended Plan. Only the gravel way joining the “apparent 50’ ROW” and continuing southwesterly is improved, functional and in use at this time or any time in the past; together known as Morgan Lane; and
WHEREAS, due to uncertainty concerning setbacks, lot size and two apparent rights-of-way, Leavitt and the CEO have investigated the matter and made the following determinations.

NOW THEREFORE, Leavitt and the Town, for good and valuable consideration and the mutual agreements set forth herein, agree as follows:

1. Lot 4 is to be combined with Lot 2 to address the current size requirement for Lot 4;

2. The “Apparent 50’ ROW” running from Longwoods Road along Lot 2 and in front of Lot 4 is to be released to the owner of Lot 2, so (a) will no longer bisect the home on Lot 4; and (b) remove confusion with two apparent rights-of-way.

3. The Improvements on Lot 2 at 102 Longwoods Road shall be allowed to remain, be repaired and replaced in their current location, but those portions of the Improvements that encroach into the setback shall not be expanded in height, length or width from the now-current configuration;

4. Future improvements to Lot 2/4 must be in compliance with the setback requirements of the Town and all other applicable Zoning Ordinance requirements;

5. The right of way running from Longwoods Road across the 102 Longwoods lot, joining the “apparent 50’ ROW” at or near the front of Lot 4 and continuing southwesterly, now known as Morgan Lane, will be the sole right of way used for access from Longwoods Road to Lots 1 and 3.

6. Leavitt agrees to pay the Town’s attorney’s fees and associated costs in the amount of Five Hundred Dollars ($500.00). Such payment shall be made payable to the Town of Cumberland.

7. This Consent Agreement shall be binding upon Leavitt, her successors in real property interest, assigns and heirs and shall be duly recorded by Leavitt in the Cumberland County Registry of Deeds within thirty (30) days of the date hereof, with a copy of the recorded instrument to be provided to the CEO.

8. At a meeting of the Town Council on January _____, 2018, the Town approved this resolution of the alleged zoning violations based upon the terms and conditions set forth in this Agreement and authorizes the CEO to sign this Consent Agreement on behalf of the Town.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date appearing beside their names below.

Date: ________________________________  ________________________________
Sally A. Leavitt
STATE OF MAINE
CUMBERLAND, ss.

__________________________, 20__

Then personally appeared the above-named Sally A. Leavitt and acknowledged the foregoing instrument to be her free act and deed.

Before me,

__________________________
Notary Public
Printed Name:
My commission expires:

TOWN OF CUMBERLAND

Date: January _____, 2018

By: __________________________
William Longley, its duly authorized Code Enforcement Officer

STATE OF MAINE
CUMBERLAND, ss

January _____, 2018

Then personally appeared the above-named William Longley, Code Enforcement Office of the Town of Cumberland in his said capacity and acknowledged the foregoing instrument to be his free act and deed in said capacity and the free act and deed of the Town of Cumberland.

Before me,

__________________________
Notary Public
Printed Name:
My commission expires:
I HEREBY CERTIFY TO: Ainsworth Thelin & Raflice, P.A.; the Lender and its title insurer.

Monuments found did not conflict with the deed description.
The dwelling setbacks do not violate town zoning requirements.

As delineated on the Federal Emergency Management Agency Community Protection Panel #230182-0015 B:
The structure does not fall within the special flood hazard zone.
The land does not fall within the special flood hazard zone.
A wetlands study has not been performed.

THIS SKETCH IS FOR MORTGAGE PURPOSES ONLY
ITEM
18-002

To consider and act on authorizing the Code Enforcement Officer to execute a Consent Agreement with the owners of 17 Mill Ridge
CONSENT AGREEMENT

This Consent Agreement is entered into on the __________ day of January, 2018 by and between JEREMY WARD and JODY A. WARD, who own property located at 17 Mill Ridge Rd, Cumberland, Maine (the “Wards”) and the TOWN OF CUMBERLAND, a municipal corporation located in the Town of Cumberland, County of Cumberland and State of Maine (the “Town”).

WHEREAS, the Town of Cumberland (the “Town”) is a municipal corporation duly organized under the laws of the State of Maine; and

WHEREAS, William Longley is the duly authorized Code Enforcement Officer and Building Inspector of the Town (the “CEO”) authorized under State law to administer and enforce provisions of the Zoning Ordinance of the Town of Cumberland (the “Zoning Ordinance”); and

WHEREAS, since November 19, 2012, the Wards have been the owners of real property located at 17 Mill Ridge Rd, Cumberland, Maine, described in a deed from Richard W. Hawkes and Judi S. Hawkes, recorded at the Cumberland County Registry of Deeds in Book 30141, Page 106, and currently shown on Assessors Map U19A as Lot 14 (the “Premises”); and

WHEREAS, the currently existing single-family home and attached garage were constructed by Richard Hawkes, building permit # 93-92 dated June 15, 1992, (the “Improvements”) as shown on the Mortgage Loan Inspection Plan prepared by Flynn Land and dated December 15, 2017, a copy of which is attached hereto as Exhibit “A”; and

WHEREAS, due to misunderstanding and uncertainty concerning the boundaries of the Premises, the Improvements were constructed partially within the applicable building setback; and

WHEREAS, the CEO has investigated this case and has determined that the current location of the Improvements does not result in any significant health, safety, or welfare problems; and those portions of the Improvements that may be encroaching into the setback are so integral to the Premises that removal of the Improvements, without harming the integrity of the remaining Improvements, is not feasible.

NOW THEREFORE, the Wards and the Town agree as follows:

1. The Improvements shall be allowed to remain, and be repaired and replaced, in their current locations, but those portions of the Improvements that encroach into any setback shall not be expanded in height, length or width from the now-current configuration.

2. All future improvements to the Premises must be in compliance with the setback requirements of the Town of Cumberland, and all other applicable requirements of the Zoning Ordinance.
3. The Wards agree to pay the Town’s Attorney’s fees and costs associated in the amount of Five Hundred Dollars ($500.00). Such payment shall be made payable to the Town of Cumberland.

4. The Town agrees to relinquish its rights to prosecute the Wards, their successors in real property interest, assigns and heirs, for any alleged violation arising from the setback or building permit disputes arising from the construction or location of the Improvements.

5. This Consent Agreement shall be binding upon the Wards, their successors in real property interest, assigns and heirs and it shall be duly recorded by the Wards in the Cumberland County Registry of Deeds within thirty (30) days, with a copy of the recorded instrument to be provided to the CEO.

6. At a meeting of the Town Council on January 8th, 2018, the Town approved this resolution of the alleged zoning violation based upon the terms and conditions set forth in this Agreement and thereby authorized the CEO to sign this Consent Agreement on behalf of the Town.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date appearing beside their names below.

Date: __________________________  __________________________
        Jeremy Ward

Date: __________________________  __________________________
        Jody A Ward

TOWN OF CUMBERLAND

Date: __________________________  By: __________________________
        William Longley, Its Duly Authorized
        Code Enforcement Officer
STATE OF MAINE
CUMBERLAND, ss. January ______, 2018

Then personally appeared the above-named Jeremy Ward and Jody A. Ward and acknowledged the foregoing instrument to be their free act and deed.

Before me,

_____________________________
Notary Public
Printed Name:
My commission expires:

STATE OF MAINE
CUMBERLAND, ss January ______, 2018

Then personally appeared the above-named William Longley, Code Enforcement Office of the Town of Cumberland in his said capacity and acknowledged the foregoing instrument to be his free act and deed in said capacity and the free act and deed of the Town of Cumberland.

Before me,

_____________________________
Notary Public
Printed Name:
My commission expires:
THIS IS NOT A BOUNDARY SURVEY AND SHOULD NOT BE RECORDED OR USED IN LOCATING BOUNDARIES

ADDRESS: 17 Mill Ridge Road
Cumberland, Maine

INSPECTION DATE: 12/15/2017
SCALE: 1" = 100'

Note: The property is subject to restrictive covenants, conditions, restrictions and an easement for underground utilities.

THE DWELLING DOES NOT HORIZONTALLY SCALE IN A SPECIAL FLOOD HAZARD AREA PER FEMA COMMUNITY MAP: 220162 PANEL: 158 ZONE: C DATE: 5/19/181

THE DWELLING IS NOT IN COMPLIANCE WITH MUNICIPAL ZONING SETBACKS.

OWNER: Jeremy Ward & Jody Ward
APPLICANT: Joseph DeMartin
REQUESTING PARTY: Maine Title Services, LLC
LENDER: Infinity FCU
FILE #: 17-4148
MUNICIPAL REFERENCE:
MAP: U19A BLOCK: LOT: 14
TITLE REFERENCE:
DEED BOOK: 30141 PAGE: 106 COUNTY: Cumberland
PLAN BOOK: 141 PAGE: 5 LOT: 14

MORTGAGE LOAN INSPECTION PLAN
FLYNN LAND SURVEYING, LLC
138 PLAINS ROAD
RAYMOND, MAINE 04071
207 329-9919
STATE OF MAINE
CHRISTOPHER ALLEN
FLYNN
PROFESSIONAL LAND SURVEYOR
JOB NUMBER: 17261

THIS INSPECTION IS FOR MORTGAGE LENDER USE ONLY. ITS SPECIFIC PURPOSE IS TO RENDER AN OPINION ON COMPLIANCE TO MUNICIPAL ZONING SETBACKS AND ZONE LOCATION ON THE FEMA FLOOD MAPS FOR THE EXISTING DWELLING AND ACCESSORY STRUCTURES. THERE ARE NO MONUMENTS SET OR MARKINGS MADE IN THE FIELD TO DEPICT THE LOCATION OF TITLE OR EASEMENT BOUNDARIES. THE LOCATION OF THE IMPROVEMENTS SHOWN ARE APPROXIMATE AND SHOULD NOT BE USED TO OBTAIN A BUILDING PERMIT. DISTANCES SHOWN ARE TAKEN FROM THE PROVIDED TITLE REFERENCES. SEE TITLE REFERENCES FOR ANY APPURTENANCES. A BOUNDARY SURVEY IS RECOMMENDED FOR AN ACCURATE LOCATION. THIS INSPECTION MAKES EXCEPTION TO ALL THE TECHNICAL STANDARDS ESTABLISHED BY THE STATE OF MAINE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS. LOCATION OF WETLANDS ARE NOT DETERMINED AND ANY SHOWN ARE TAKEN FROM THE PROVIDED REFERENCES. COMPLIANCE TO DEEDED COVENANTS AND RESTRICTIONS NOT DETERMINED.
ITEM 18-003

To hear a report from the Forestry Subcommittee of the Lands & Conservation Commission
MEMO

To: Cumberland Town Council  
From: Forestry Subcommittee of Conservation Commission  
Re: Twin Brook Harvesting  
From: 6 December 2017

On November 3, the Forestry Subcommittee and the Town Forester, Jeremy Stultz, had a chance to walk through the section of the Twin Brook Recreation Area off Greely Road that has been marked for harvesting by Mr. Storey as part of his arrangement to manage the Spring Brook Farm.

After walking through the Twin Brook forest and reviewing the proposed harvesting plan and tree markings, we concluded that in order to better meet our Cumberland Town Forests Management Guiding Principles - which were not in place when the original management plan was developed for the property - we would like to suggest several adjustments to the proposed harvesting, including:

1. We suggest using wider no-cut and light-cut zones around all streams and wetlands to better protect both water quality and riparian wildlife habitat. This should include a 50’ no-cut zone and 100’ light-cut zone around all 1st and 2nd order streams unless there is brook trout in the stream, in which case it should be a 100’ no-cut zone. For 3rd order streams it should include a 100’ no-cut zone and 330’ light cut zone. For open wetlands > 1/2 acre and ponds < 10 acres, it should include a 100’ no-cut and 125’ light-cut zone.

2. We suggest reducing the number of trees slated for cutting alongside the recreational trails both for aesthetic reasons and to reduce the amount of disturbance to the trails.

3. We suggest leaving most of the down treetops and other limbs from cut trees in the forest (rather than chipping and removing them) to provide shelter for birds, rabbits and other wildlife and to allow them to decay and recycle the nutrients back into the soil, provided the slash piles are placed outside of the trail corridors.

4. If the Council approves these changes, we recommend that the town forester, Jeremy Stultz, contact Mr. Storey and/or his forester to convey and discuss these changes before any harvesting begins so that the changes are incorporated into their 2018 harvest plans.

5. We suggest that after all the trees that are already marked for cutting (minus the adjustments we propose above) are harvested, that Jeremy Stultz, the town forester, under the guidance of the Forestry Subcommittee, play a key role in marking and supervising all future harvests in a manner that exemplifies our Management Guiding Principles.

For your reference, the Guiding Principles are included on the next page.
The Town of Cumberland owns multiple properties that are forested and may be appropriate for active forest management. Below is a list of forest management goals for all primary town-owned forest sites, including as of July 2017 the Town Forest, Rines Forest, Knights Pond, and Twin Brook. This list refers specifically to forest management and related activities and not to all other management considerations that are pertinent to each site, such as what types of use are allowed. That will be covered in the other parts of the Management Plan for each property. A site-specific Forest Management Plan shall be developed for each primary forest site that is consistent with these guiding principles and is designed to protect and reflect the unique characteristics of each of the town’s forested properties (such as landscape setting, geography, important natural resources, and public use). The Town will strive to manage the town’s forests as models of a well-managed community forest.

- Maintain and protect productive soils and water quality, including using Stream Smart crossings, with a particular emphasis on the Mill Creek and Presumpscot River watersheds (see Maine Forest Service 2017 Water Quality BMPs).

- Protect special ecological features and functionality intrinsic to each Forest (i.e. rare plant or animal sites, wetlands, riparian areas, vernal pools, deer wintering areas, rare or exemplary natural communities, late successional forests, dead and downed wood, etc.).

- Manage forest stands in a manner that maintains or improves habitat and the overall biodiversity of native pant communities and fish and wildlife species to the extent possible. Particular emphasis will be on maintaining and expanding structurally complex, mature portions of the forest, balanced by special and unique areas, small gaps of early successional habitat, and reserve areas. Two programs that can help guide this approach are Focus Species Forestry and Forestry for Maine Birds.

- Identify and protect reserve areas as forest stands or compartments which express the following attributes: large blocks of forest, older forest, unusual natural areas (e.g. streams, wetlands, riparian areas, rare natural communities), presence of legacy trees, and topographically or geologically diverse or interesting areas.

- Focus long-rotation silvicultural efforts on stands and compartments with productive soils, good access and of reasonable size and quality. Long-term goals may include increasing structural and species diversity, emphasizing the growth of high-quality sawlogs of commercially important species, promoting the continued sequestration of carbon, and contributing to the local wood products market.

- Maintain resilience of native biodiversity and ecosystem processes in the face of climate change. Increase resilience by managing for multiple age classes; managing for the forest types and species best suited to the site; avoiding conversion to other types (e.g. spruce-fir dominated to hardwood-dominated); and using natural regeneration to retain and increase species diversity characteristic of the site and forest type, including the proportion of species predicted to be better adapted to future conditions, such as white pine and red oak. In addition, plan for high-volume runoff by using Stream Smart crossings.
• The actual balance of forest type, age, and silvicultural treatment recommended within each forest should be determined in consideration of the habitat matrix of the surrounding landscape. This would include an analysis of the extent and age-class structure of habitats in the surrounding lands as well as opportunities for maintaining and enhancing both terrestrial and aquatic habitat connections and recreational trail connections; and management opportunities across all town forests. In other words, different properties may be managed for different site-specific goals as long as the sum of the whole meets the overall town's forest management goals.

• Make every reasonable effort to control invasive plant species in the forest while reaching out to adjacent landowners to encourage the same.

• Implement exemplary forest management that is consistent with sustainable forestry standards such as those provided by the Forest Stewardship Council (FSC).

• Strive to keep forest harvesting activities revenue neutral over the long run (this is separate from the cost of managing other activities in the forests such as reducing invasive species, building and maintaining trails, and providing educational signs etc).

• Offer quality aesthetic, educational and recreational opportunities to the community for the benefit of the public as long as it doesn't detract from above goals. All trails should be built and maintained to minimize soil erosion and compaction and limit disturbance to fish and wildlife.

• Conduct all harvests in a manner that minimizes impacts to soil, water, and fish and wildlife, including avoiding or minimizing the use of new roads and road-stream crossings; using Stream Smart crossings where crossings are needed; putting unused roads to bed; giving preference to harvesting on frozen ground or dry-soil conditions; avoiding harvesting during peak amphibian and bird nesting times (April 1-July 31); and using appropriate equipment given the silvicultural goals.
MEMO

To: Cumberland Town Council
From: Forestry Subcommittee of Conservation Commission
Re: Committee Update
Date: 6 December 2017

The Forestry Subcommittee has been busy over the past 6 months and we would like to report on our progress to you.

Accomplishments:

• Reviewed the committee’s responsibilities and prioritized our work.

• Contracted with Integrated Forest Management forester Jeremy Stultz to serve as the Town Forester to help us develop a comprehensive plan for managing all the major forests in town.

• Created a draft set of Forest Management Guiding Principles that we recommend guide all our forestry activities across town. Please see attached for our recommendations.

• Visited the Rines Forest and reviewed the Rines Forest Forest Management Plan and determined there is no need for any active harvesting at this time. Areas that were previously harvested should be given some time to grow before anything else is done. The big need here is attention to the invasive buckthorn. Much of it was knocked back after the last harvest, but there is still more to try to control. We will be developing a plan for how to tackle that later this winter.

• Reviewed the Rines Forest and Knight’s Pond Conservation Easements to ensure our Guiding Principles are in keeping with terms of the easements; they are.

• Toured the Town Forest and reviewed the recent harvest and invasive species management. Determined like the Rines Forest, there is no need for any active harvesting at this time. Instead, the forest needs time to grow following the last harvest. The invasive species management that was done here was largely successful, but similar to the Rines Forest, there is still more to do.

• Toured the section of the Twin Brook Forest off Greely Road that is slated for harvesting by Mr. Storey one the next year and made some recommendations for adjusting those harvesting plans. Please see separate memo on that.

• Walked around Knight’s Pond and up to and over Blueberry Hill and ridge to familiarize ourselves with the forests on that parcel. Our initial review suggests there may be an opportunity to do some improvement harvests in the largest portion of the forest between Knight’s Pond and Bruce Hill but that there is no need for any harvesting on the northwestern portions of the property since it appears as if much of it was previously harvested within the past 20 years. Also, we don’t recommend harvesting near Knight’s Pond both because of its recreational use and its importance to wading birds, waterfowl, and other wildlife (see attached information sheet on Significant Wildlife Habitat - Wading Birds and Waterfowl). Finally, we want to make sure whatever we do doesn’t degrade and perhaps enhances the
rare oak-hickory natural community on Blueberry Ridge (see attached information sheet on this rare habitat).

Primary Next Steps:
• After further review and discussion, we will be updating the forest management plans for the Rines Forest, Town Forest, and Twin Brook as needed over the next six months. An important component of this work will entail addressing the invasive species issues.

• We will be meeting with the Chebeague and Cumberland Land Trust (CCLT), the Royal River Land Trust, and representatives of both Cumberland and North Yarmouth to learn more about studies that have already been completed and their hopes and plans for the Knight’s Pond property. We will then discuss possible forest management activities, ensuring any active forestry matches our Forest Management Guiding Principles, other management goals for the property, and the terms of the Conservation Easement and Land for Maine’s Future funding agreement.

• We will be developing a rolling 5-10 year operational budget for each forest and present that to the Town Manager and Town Council for consideration.

Recommendations for Town Council:
1. Approve the Forest Management Guiding Principles
2. Approve proposed changes to harvesting at Twin Brook
3. Create a Forest Stewardship Fund with annual allocations of $xx,xxx that can be used for ongoing operational support of the town’s forests, including invasive species management, trail maintenance, and/or public education/signage.
Maine Wetlands: Valuable to Humans and Birds Alike

There are over five million acres of fresh and saltwater wetlands in Maine, four times the wetland area of all other New England states combined! Recognized for their beauty and recreational opportunities, these wetlands are incredibly valuable to the state’s economy as well as its wildlife.

Performing critical functions in our environment, such as filtering pollutants, holding floodwater, recharging our drinking water supplies, and reducing shoreline erosion, wetlands also provide habitat for over 50 species of Maine’s water birds. But development that is too close to sensitive waterfowl and wading bird nesting and feeding areas, or that happens at times that are critical to bird breeding activities, put these species at risk. Luckily, there are ways to balance appropriate development with wetland conservation.

The designation of moderate- and high-value wetlands as Significant Wildlife Habitat for waterfowl and wading birds is an important tool to keep our wetlands performing their vital functions for both people and wildlife.

What is Significant Wildlife Habitat?

Significant Wildlife Habitat is an area protected under Maine’s Natural Resources Protection Act. The Department of Inland Fisheries and Wildlife (DIFW) has identified and mapped high-to moderate-value coastal and inland wetlands as Significant Wildlife Habitat for waterfowl and wading birds. Permits from the Department of Environmental Protection (DEP) are required for regulated activities in Significant Wildlife Habitat, including but not limited to dredging, bulldozing, draining, filling, and construction or alterations of permanent structures.

The permit review process ensures that activities are done at a time or in a way that minimizes harm to water birds and their habitat.
About Maine’s Unique Waterbirds

Waterfowl

Maine’s location at the southern limit of some species’ range and the northern limit of others gives it a unique mix of waterfowl, including ducks, geese, and even occasional migrant swans. Eighteen species breed in Maine each summer, and another 20 species spend the winter months off the coast or migrate through the state in spring or fall.

Most waterfowl species nest on the ground in the uplands next to wetlands, streams, or lakes, then move their young to open water after they hatch. Some species, like wood ducks and hooded mergansers, nest in tree cavities. They need forested habitat with fairly large dead or dying trees that have the holes they need for nesting. Cavity-nesting ducks will sometimes go more than 600 feet from a wetland in order to find a nesting tree.

Waterfowl eat a variety of food items. Some species are primarily vegetarian, feeding on leaves, roots, and seeds in and around shallow water. Others, like mergansers, forage in deeper waters for fish. Many species feed on aquatic invertebrates—small soft-bodied animals—that are abundant in healthy wetlands.

Wading Birds

Wading birds are a diverse group of birds that include herons, egrets, bitterns, ibises, coots, moorhens, and rails. Maine’s wading birds include 21 species that either breed here or migrate through the state each year.

Most wading birds have relatively long legs and long necks, though two uncommon species—American coots and common moorhens—both look more like ducks than typical wading birds. There is a wide variation in size among wading birds, from the yellow rail at just nine inches tall to the great blue heron, which is about five times that size. While some secretive species like rails and soras are rarely seen, the larger egrets, ibises, and herons often feed visibly in open wetlands, sometimes close to human activity.

Wading birds nest in a variety of places. Some, like herons and egrets, nest in colonies that can number over 100 pairs. Building loose stick nests in the tops of tall trees, these birds reuse nests for up to several decades, long after the trees they are in die from the weight and stress of the nest. Other wading bird species nest closer to the ground, building nests of reeds and grasses among wetland plants.

Wading birds feed on fish, amphibians, invertebrates, and plants found in shallow wetlands. Clean water that supports healthy populations of their prey is vital to their survival.
**Wetland Habitats at Risk**

Both the Atlantic Northern Forest Bird Conservation Plan and the North American Waterfowl Management Plan have identified the loss of wetlands from draining, dredging and filling as the primary threat to water birds in our region. Development near a wetland can degrade wildlife habitat by increasing disturbance, stormwater runoff, sedimentation, and pollution. Changes in water chemistry as a result of development can lower the abundance of invertebrates, reduce plant diversity, and increase the presence of invasive, non-native species. These changes can make the habitat unsuitable for water birds.

**Why Protect Wetlands?**

**Healthy wetlands maintain property values.** Wetlands store excess water, providing flood control during times of heavy rain. They buffer shorelines from waves and hold soil in place, preventing loss of shoreline from erosion. Wetlands also filter sediments and pollutants from surface runoff, which keeps water clean and clear. If we had to build man-made structures and systems to provide these services, they would be *extremely* expensive and not nearly as effective at protecting property values.

**Wetlands provide valuable wildlife habitat.** Water birds are not the only species that depend on wetland habitat. Coastal wetlands provide critical habitat for shellfish like clams and mussels. Many mammals, including furbearers like mink, beaver and muskrat, live in or near wetlands. Other birds like ospreys, herons and bald eagles feed in both freshwater and saltwater wetlands. Finally, healthy populations of fish, an important recreational resource, depend on food sources that grow in wetland habitat.

**Hunting and fishing are important to Maine’s economy.** By protecting the quality of our wetlands, we improve nesting success for breeding waterfowl and attract migratory waterbirds in spring and fall. Waterfowl hunters in Maine take an average of 50,000 freshwater ducks and another 20,000 sea ducks each year, generating critical license revenue for DIFW as well as spending additional money in local communities where they hunt. Wetlands ultimately drain into our favorite brook trout streams and coastal bays, providing a source of clean water far beyond the wetland boundary.

**Heron colonies are under threat.** Great blue herons are a treasured species in Maine, but anecdotal reports of long-standing heron colonies indicate declining numbers. Repeated human disturbance from building, industrial development, water recreation, and highway construction are known causes of colony failure.
All wetlands are not created equal, and not all wetlands qualify as Significant Wildlife Habitat (SWH). Wetlands that do qualify have habitat characteristics that make them valuable for wildlife like large size, complex shape, and for tidal wetlands, large areas of mudflats or eelgrass beds. Maps of SWH for waterfowl and wading birds can be found at the Maine DEP website (www.maine.gov/dep, search “bird habitat”). Inland SWH includes a 250-foot buffer around the wetland complex. Tidal SWH includes only the identified tidal wetland habitat. Shoreland zoning rules and other DEP protections apply to coastal upland buffers.

Which Areas Qualify as Significant Wildlife Habitat?

For More Information:
Department of Environmental Protection
www.maine.gov/dep, search for “bird habitat”
- Bureau of Land and Water Quality (Augusta)
  (207)287-3901 or 1-800-452-1942
- Southern Maine Regional Office (Portland)
  (207)822-6200 or 1-888-769-1036
- Eastern Maine Regional Office (Bangor)
  (207)941-4570 or 1-888-769-1137
- Northern Maine Regional Office (Presque Isle)
  (207)764-0477 or 1-888-769-1053

Department of Inland Fisheries and Wildlife
www.mefishwildlife.com
For questions about SWH regulations, please contact the Environmental Coordinator (207) 287-5258
For questions about wildlife and habitats, please contact staff at Beginning With Habitat (207) 287-5254 or visit www.beginningwithhabitat.org

Maine Audubon
(207)781-2330, www.maineaudubon.org/swh

What You Can Do:
- If you think you have a high-or moderate-value wetland on your property that might qualify as Significant Wildlife Habitat, documentation by a regional biologist from DIFW may be required. Call (207) 287-8000 to request a visit.
- If you are planning to build or conduct other regulated activities in Significant Wildlife Habitat, contact your local DEP office for more information about the permit process so you can efficiently plan your activities and get advice about steps you can take to avoid impacts.
- If you live near Significant Wildlife Habitat, avoid using chemicals that may run into the wetland, harming food sources for waterfowl and wading birds.
- If you are working on local land conservation efforts in your town or region, learn more about Significant Wildlife Habitats in your community by looking at SWH maps from the Maine DEP website (www.umaine.gov/dep) or by consulting your town’s High Value Plant and Animal Habitat map from Beginning With Habitat (www.beginningwithhabitat.org).
- If you are paddling, or walking in and around wetlands, beware of ground-nesting ducks. If you have a dog with you, keep it leashed. Watch migratory waterfowl with binoculars to avoid disturbing feeding or resting flocks.
- If you are near a nesting colony of wading birds, watch them with binoculars and keep your distance. Repeated human disturbance can cause nest abandonment.

BIRD PHOTOS COURTESY OF RAY SPENCER

This conservation guide was developed and printed with funding from the Maine Outdoor Heritage Fund Spring 2009
Oak – Hickory Forest

State Rank S1

Community Description
This dry forest type, characteristic of the Central Appalachian Mountains, occurs in small patches or as inclusions within broader expanses of oak-pine forest. It is dominated by a mixture of shagbark hickory and oaks (white, black, red, or chestnut) over park-like sedge lawn. Sugar maple, white pine, or white ash may be canopy associates, and hop-hornbeam is a characteristic sub-canopy species. Additional species in the subcanopy or tall-shrub layer may include witch hazel, shadbushes, striped maple, and maple-leaved viburnum. Low shrubs can include blueberries, and the herb layer is primarily a lawn of woodland sedge with some other grass and sedge species. Moderately enriched sites may support tick-trefoils, hepatica, and the rare bottlebrush grass.

Soil and Site Characteristics
Sites occur on low-elevation, south- or west-facing sideslopes with well-drained loams or sandy loams. Known sites are within 10 miles of the coast.

Diagnostics
Moderately open to closed canopy forests are dominated by a mixture of shagbark hickory (at least 30% cover) and oak species.

Similar Types
White Oak – Red Oak Forests and Oak-Pine Forests lack shagbark hickory.

Conservation, Wildlife, and Management Considerations
The few mature sites known in Maine were probably cleared in the past. Sites are small and subject to further fragmentation from development. Community dynamics are not well known, but there are some indications that shagbark hickory and white oak are adapted to disturbance – likely fire – though there is no research on this topic in Maine. Most occurrences of this type are on private lands.

Distribution
Restricted to southern and coastal Maine, characteristic of the Eastern Broadleaf Forest Province. Extends south and west from Maine.

Landscape Pattern: Small patch (in Maine), generally 20 acres or less.

Conservation, Wildlife, and Management Considerations
This type offers habitat for a variety of birds, including scarlet tanager and ovenbird. Mature occurrences of this community type offer excellent potential sites for cavity dwellers such as the southern flying squirrel. The rare red-winged sallow moth uses red oak as one of its host plants and may be found in this community.

Associated Rare Animals
Red-winged sallow
Whip-poor-will

Associated Rare Plants
Bitternut hickory
Bottlebrush grass
Chestnut oak
Scarlet oak

Characteristic Plants
These plants are frequently found in this community type. Those with an asterisk are often diagnostic of this community.

Canopy
Black oak
Red oak*
Shagbark hickory*
Sugar maple
White oak

Sapling/Shrub
Low-bush blueberry
Maple-leaved viburnum*
Shadbushes
Witch hazel*

Herb
Asters
Canada mayflower
Carex (Laxiflorae group)
Panic grasses
Sarsaparilla
Silverrod
Whorled loosestrife*
Wild oats
Woodland sedge*

Associated Rare Plants
Bitternut hickory
Bottlebrush grass
Chestnut oak
Scarlet oak

Associated Rare Animals
Red-winged sallow
Whip-poor-will
ITEM
18-005

To consider and act on the adoption of Chapter 81 (Farm Based Specialty Events Licensing) of the Cumberland Code, as recommended by the Ordinance Committee
FARM BASED SPECIALTY EVENTS LICENSING
Chapter 81 of the Cumberland Code

Application

Name: __________________________

Address: _______________________

Email: __________________________

Telephone: ______________________

PB Site Plan Approval Date: ______

Submission Requirements

Please submit one paper copy and one electronic copy of your Site Plan (Planning Board submission), Notice of Decision and Conditions of Approval along with this Cover Sheet.

License Fee - $50

License Fee is to cover costs of Public Hearing Notices and advertisement to neighbors and abutters.
Chapter 81
FARM BASED SPECIALTY EVENTS LICENSING

THE TOWN OF CUMBERLAND HEREBY ORDAINS the following to be the Licensing requirements for Farm Based Specialty Events:

81-1. Title.
This Chapter shall be known and may be cited as “Farm Based Specialty Events Licensing

81-2. PURPOSE.

The Town of Cumberland is concerned about the adverse effect to the general health and safety of the community that may result from large crowds which attend outdoor events, including exhibitions, festivals, music concerts, weddings, and fairs. Large gatherings may lead to sanitation problems, resulting from inadequate waste disposal, insufficient drinking water and ill-equipped first aid facilities; such gatherings may also threaten the safety of the community through the obstruction of roads, violations of liquor and drug laws, and destruction of property. Further, large gatherings that occur within a short period of time create traffic congestion, crowd control, health, sanitation and safety problems, which are greater than those which accompany gatherings which occur over a longer duration. Therefore, the following License is hereby ordained for the purposes of protecting the general welfare, preventing disease, promoting health and providing for public safety.

81-3. DEFINITIONS.

A. **Farm Based Speciality Event** – An event held indoors or outdoors on farmland that is at least 5 contiguous acres in size and is primarily used for farming, agriculture or horticultural activities. Such events may be for commercial purposes other than farming and may include, but are not limited to, weddings, wedding receptions, family reunions, special occasion celebrations, fairs and recreation programs, subject to the requirements of Section 315-49.1. Farms must be registered farms with the Town Assessor.

B. **Insurance** - Any such groups or individuals applying for any “Event License” for any organized purpose are required to provide evidence of insurance on an occurrence format for Bodily Injury and Property Damage liability of not less than $1,000,000 per occurrence.

**Comment:**
No other type of event requires insurance certificates unless on Town Property. While often submitted, the Mass Gath. Ordinance does not require it. Mass Gathering addresses a performance guarantee to cover costs of Public Services - I am recommending the Fee cover such costs.
81-4. LICENSE REQUIRED; APPLICATION PROCEDURE.

A. A Planning Board Site Plan Approval is required prior to applying for the first Annual License. Subsequent renewals do not require additional Planning Board approvals unless the site is modified requiring an amended Site Plan approval.

B. No person may sponsor, promote, operate or hold any Farm Based Specialty Events License ("Event License") unless a license therefore is first obtained from the Town Council of Cumberland.

C. Applications for all Event Licenses shall be made in writing to the Town Council and shall state the name of the applicant; his resident address; the name of the business to be conducted; his business address; the nature of his business; the location to be used; whether the applicant has ever had a license to conduct the business therein described either denied or revoked and, if so, a specific description of the circumstances; whether the applicant, including all partners or corporate officers, has ever been convicted of a felony and, if so, the applicant shall describe specifically those circumstances; and any additional information as may be required by the Town Council prior to the issuance of said permit.

D. No license shall be issued for any thing or act, or premises, if the premises and building to be used do not fully comply with all ordinances, codes and regulations of said Town.

E. The amount of said fee shall be set by the order of the Town Council.

F. The application review procedure shall require a written plus electronic submission of the Planning Board Site Plan approval including the Notice of Decision and conditions of approval. The documents shall be the basis for review of each License. Town staff will review each license and provide a written recommendation to the Town Council prior to the Public Hearing. The review shall require conformance with the standards set in section § 81-5 of this Ordinance unless waived by the Town Council.

G. Renewals shall follow the same procedure listed § 81-4F. The Renewals shall include any correspondence related to the previous year’s license, all Fire-EMS and Police Reports and any relevant items.
§ 81-5 LICENSE STANDARDS.
In reviewing submissions pursuant to § 81-4, the Town Council shall determine whether to issue a license based upon whether the application meets all of the following standards:

A. Access. Convenient and safe access for the ingress and egress of pedestrian and vehicular traffic exists, and all public roadways in the proximity of the large outdoor event shall be adequately controlled staffed with uniformed police officers to ensure safety to all the public.

B. Grounds.
(1) Each large outdoor event assembly area shall be well drained and so arranged to provide sufficient space for persons assembled, vehicles, sanitary facilities, and appurtenant equipment.

(2) Trees, underbrush, large rocks and other natural features shall be left intact and undisturbed whenever possible, and the natural vegetative cover shall be retained, protected, and maintained so as to facilitate drainage, prevent erosion, and preserve the scenic attributes.

(3) The grounds shall be maintained free from accumulation of refuse and from health and safety hazards constituting a nuisance as defined.

(4) Illumination shall be provided at night beginning 1/2 hour before sunset to protect the safety of the persons at the large outdoor event. The assembly area shall be adequately lighted, but lighting shall not unreasonably reflect beyond the assembly area boundaries unless adjacent properties are uninhabited.

(5) Parking shall be provided for persons arriving by vehicular means.

(a) Service road and parking spaces shall be located so as to permit convenient and safe movement of vehicular and pedestrian traffic and free passage of emergency vehicles.

(b) The width of the service road should not be less than the following:


(c) Adequate parking space shall be provided, which means that there shall be at least one parking space to every three persons, and the density shall not exceed 100 passenger cars or 30 buses per usable acre.

(6) At least 10 square feet per person shall be provided on the site for a large
outdoor event with assigned seating; at least 15 square feet shall be provided for a large outdoor event with festival seating; and no overnight assemblage shall be permitted.

C. **Water supply.**

(1) An adequate, safe supply of potable water, meeting the requirements of the State Department of Health and Human Services, Division of Environmental Health, shall be provided and common cups shall not be used.

(2) Transported water shall be obtained from an approved source, stored and dispensed in an approved manner. "Approved" as used in this subsection means in compliance with standards adopted by the State Department of Health and Human Services, Division of Environmental Health.

D. **Sanitation.**

(1) Where water is distributed under pressure and flush toilets are used, the water system shall deliver water at a normal operating pressure (20 pounds per square inch minimum to all fixtures at the rate of at least 30 gallons per person per day).

(2) When water is not available under pressure, and non-water carriage toilets are used, at least three gallons of water per person per day shall be provided for drinking and lavatory purposes.

(3) Where water under pressure is not available, equivalent facilities shall be provided and installed in accordance with the requirements of the Department of Health and Human Services, Bureau of Health, Mass Gathering Rules and Informational Guidelines.

(4) Sanitary facilities shall be separate for males and females and shall be provided at the rate of one for each 200 persons. Any other proposal for providing sanitary facilities must be in accordance with the requirements of the Department of Health and Human Services, Bureau of Health, Mass Gathering Rules and Informational Guidelines.

(5) The required sanitary facilities shall be conveniently accessible and well defined.

(6) Each toilet shall have a continuous supply of toilet paper.

(7) Service buildings or rooms housing required plumbing fixtures shall be constructed of easily cleanable, nonabsorbent materials; the buildings, service rooms, and required plumbing fixtures located therein shall be maintained in good repair and in a clean and sanitary condition.

(8) Separate service buildings or rooms containing sanitary facilities, clearly marked, shall be provided for each sex, and each toilet room shall be screened so that the interior is not visible from the outside.
Wastewater shall be discharged in a manner consistent with the requirements of the State Department of Health and Human Services, Division of Environmental Health.

Disposal and/or treatment of any excretion or liquid waste shall be in a manner consistent with the requirements of the State Department of Health and Human Services, Division of Environmental Health.

**E. Refuse disposal.**

Refuse shall be collected, stored, and transported in such a manner as to protect from odor, infestation of insects and/or rodents any and other nuisance condition or conditions which are inconsistent with the health, safety, and welfare of the patrons of the large outdoor event or of the public.

Refuse containers shall be readily accessible, and one fifty-gallon refuse container or its equivalent shall be provided for each 100 persons anticipated or one sixteen-cubic-yard trash container shall be provided for every 5,000 persons anticipated. All trash barrels shall be lined with plastic bags.

The area where motor vehicles are parked shall have one thirty-two fifty-gallon refuse container or its equivalent for every 200 such motor vehicles.

All refuse shall be collected from the assembly area at least twice each twelve-hour period of the large outdoor event, with a minimum of two such collections per large outdoor event exceeding six hours, or more if it is necessary, and disposed of at a waste disposal site approved by the Town.

The grounds and immediate surrounding property shall be cleared of refuse within 24 hours following the large outdoor event.

**F. Vermin control.** Insects, rodents and other vermin shall be controlled by proper sanitation practices, extermination or other safe and effective control methods; where necessary, animal parasites and other disease-transmitting nuisances shall be controlled.

**G. Safety.**

Where an electrical system is installed, it shall be installed and maintained in accordance with the provisions of the applicable state standards and regulations and the Town’s electrical codes.

The grounds, building, and related facilities shall be maintained and used in a manner as to prevent fire and in accordance with the applicable local fire prevention regulations.

Internal and external traffic and security control shall meet requirements of the applicable state and local law enforcement agencies.
(4) The Town of Cumberland Police, Fire/EMS Department has been informed of the event and adequate public safety protection equipment is available.

I. Noise. No amplified music event shall continue beyond 10:00 p.m. The volume of sound, measured by a sound-level meter and frequency weighting network (manufactured according the standards prescribed by the American National Standards Institute), inherently and recurrently generated shall not exceed a maximum of 60 decibels at lot boundaries, excepting air raid sirens and similar warning devices;

81-6. PUBLIC HEARING; GRANT OF EVENT LICENSE; TERM.

A. The Town Council shall, prior to granting a event license and after reasonable notice to the municipality and the applicant, hold a public hearing within 21 days of receipt of a completed application, at which hearing the testimony of the applicant and that of any interested members of the public shall be taken.

B. Abutters and neighbors within 500’ of the Event location shall be notified in writing by the Town of the Public Hearing.

C. The event license may be granted subject to such conditions and restrictions as the Council may deem necessary.

D. A event license shall be valid only until December 31st of any calendar year.

§ 81-7. PERMITS, BLACK OUT DATES.

Each Event License may hold up to 8 events per calendar year with an approved Event License. Individual Permits and fees are required for each individual event. Chapter 84 FEES & FINES will list the permit fee for each Farm Based Specialty Event. Said permit fee shall adequately cover the costs for additional Public Safety staffing as result of one or multiple events occurring simultaneously in the community. Permit blackout dates around the annual Cumberland Fair (Sunday – Sunday) and the Labor Day Soccer Tournament (Saturday & Sunday) are expected due to the lack of local resources to adequately cover the Town. Other “Event Dates” may be prohibited if adequate local resources have been committed to other community or Farm Based Specialty Events. (This was added because of Bill Stiles’ comment “on under what authority can permit be denied?”)

§ 81-8. INSPECTIONS.

A. Whenever inspections of the premises used for or in connection with the operation of a licensed business which has obtained a FARM BASED SPECIALITY EVENT license are provided for or required by ordinance or state law, or are reasonably necessary to secure compliance with any municipal ordinance, code or regulation or state
law, it shall be the duty of the licensee, or the person in charge of the premises to be inspected, to admit any officer, official, or employee of said Town authorized to make the inspection at any reasonable time that admission is requested.

B. In addition to any other penalty which may be provided, the Town Council may revoke the FARM BASED SPECIALITY EVENT license of any licensee in the municipality who refuses to permit any such officer, official, or employee to make an inspection or who interferes with such officer, official, or employee while in the performance of his duty, provided that no license or FARM BASED SPECIALITY EVENT license shall be revoked unless written demand for the inspection is made upon the licensee or person in charge of the premises at the time it is sought to make the inspection.

§ 81-9. SUSPENSION OR REVOCATION OF EVENT LICENSE.
The Town Council may, after a public hearing preceded by notice to interested parties, suspend or revoke any FARM BASED SPECIALITY EVENT license which has been issued under this chapter on the ground that the music, dancing, or entertainment so permitted constitutes a detriment to the public health, safety, or welfare or violates any municipal regulations.
§ 81-10. DENIAL OF EVENT LICENSE; APPEALS.
A. Any licensee requesting a FARM BASED SPECIALITY EVENT license from the Town Council shall be notified in writing of its decision no later than 21 days from the date his application was received. In the event that a licensee is denied a event license, the licensee shall be provided with the reasons for the denial in writing. The licensee may not reapply for a event license within 30 days after an application for a event license has been denied.
B. Any licensee who has requested a event license and has been denied, or whose event license has been revoked or suspended, may, within 30 days of the denial, suspension or revocation, appeal the decision to the Superior Court.

§ 81-11. RULES AND REGULATIONS.
A. The Town Council is hereby authorized, after public notice and hearing, to establish written rules and regulations governing the issuance, suspension, and revocation of FARM BASED SPECIALITY EVENT license s, the classes of permits, the music, dancing, or entertainment permitted under each class, and other limitations on these activities required to protect the public health, safety and welfare. These rules and regulations may specifically determine the location and size of permitted premises, the facilities that may be required for the permitted activities on those premises, and the hours during which the permitted activities are permitted.
B. Such rules and regulations shall be additional to and consistent with all sections of this chapter.

§ 81-12. VIOLATIONS AND PENALTIES.
The Town of Cumberland shall enforce this chapter through its Code Enforcement Officer. Anyone violating any provision of this chapter shall be subject to a fine not less than $500 nor more than $1,000 per violation. Each day such violation continues shall constitute a separate offense.

The Town Council may, in its discretion, waive any of the requirements under § 81-4 or § 81-5 of this chapter if it finds the requirement of information or materials with the application is unnecessary or irrelevant to the review of a particular license application.

§ 81-14. Transfer of license.
Licenses issued hereunder shall not be transferable or assignable.

END OF EVENT LICENSE CHAPTER
ITEM
18-007

To consider and act on authorizing the Town Manager to execute a 3-year contract with UniFirst
To: William Shane, Town Manager
From: Christopher Bolduc, Assistant Town Manager
Date: January 3, 2018
Re: UniFirst Contract

This 3-year contract with UniFirst is for rugs for Town buildings and rags for Public Works and Val Halla Maintenance.

Previously, rugs and rags was included in the Cintas uniform contract, but during the last Public Works union negotiations, uniforms were eliminated.

We received quotes from 3 local companies and UniFirst was the lowest.

The Town Attorney has reviewed the contract and has found no issues.
The undersigned (the "CUSTOMER") orders from UniFirst Corporation ("UNIFIRST") the rental service(s) at the prices and upon the conditions outlined:

**MERCHANDISE SERVICED**

<table>
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<th>ITEM DESCRIPTION</th>
<th>NO. OF PERSONS</th>
<th>TOTAL NO. CHANGED/RENEWED</th>
<th>UNITS PER CHANGE/RENEWAL</th>
<th>STANDARDS</th>
<th>NON-STANDARD</th>
<th>TOTAL FULL SERVICE</th>
<th>TOTAL VALUE LEASE</th>
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<td>Special Out</td>
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<td>Special Out</td>
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</tbody>
</table>

* Out-of-stock or otherwise standard Merchandise are deemed to be non-standard Merchandise.

**COMMENTS**

Locations: 240 Tuttle Road, Cumberland; 60 Val Halla Road, Cumberland; 73 Drumore Road, Cumberland.

Approved charge CUSTOMER agrees to make payments within 30 days of invoice except. All late charges of 1% per month (18% annum) for any amount in arrears may be applied.

The undersigned agrees to all terms on the reverse and agrees to refer to UNIFIRST's discretion.

SALES REP: ____________________________

ACCEPTED: ____________________________

*Charge status contingent upon continuing creditworthiness and may be revoked at UNIFIRST's discretion.

*This Agreement is effective only upon acceptance by UniFirst Location Manager.
EXHIBIT A (Continued)

REQUIREMENTS SUPPLIED. The Customer orders from UniFirst Corp. (together with its subsidiaries, "UniFirst") rental and related services for all of Customer’s requirements for garments and other items ("Merchandise") of the type listed on the reverse, at the prices and upon the terms and conditions outlined. Additional Merchandise requested by Customer, verbally or in writing, will also be covered by this Agreement. All rental Merchandise supplied to Customer remains the property of UniFirst. Customer warrants that it is not subject to, and that this Agreement does not interfere or conflict with, any existing agreement for the supply of the Merchandise or services covered.

PERFORMANCE GUARANTEE. UNIFIRST GUARANTEES TO DELIVER HIGH QUALITY SERVICE AT ALL TIMES. All items of Merchandise cleaned, finished, inspected, repaired and delivered by UniFirst will meet or exceed its quality standards, or non-conforming items will be replaced by the next scheduled delivery day at no cost to Customer. Items of rental Merchandise requiring replacement due to normal wear and tear will be replaced at no cost to Customer, save for any applicable personalization and set-up charges.

Customer expressly waives the right to terminate this Agreement during the initial term or any extension thereof for deficiencies in services and/or quality of Merchandise unless: (1) complaints are first made in writing to UniFirst which set forth the precise nature of any deficiencies; (2) UniFirst is afforded at least sixty (60) days to correct any deficiencies complained of; and (3) UniFirst fails to correct those deficiencies complained of within sixty (60) days. In the event Customer complies with the foregoing and UniFirst fails to correct such deficiencies, Customer may terminate this Agreement by written notice to UniFirst, providing that all previous balances due UniFirst have been paid in full and that all other conditions to terminate have been satisfied. Any delay or interruption of the service provided for this Agreement, by reason of acts of God, fires, explosions, strikes or other industrial disturbances, or any other cause not within the control of UniFirst, shall not be deemed a breach or violation of this Agreement.

TERM AND RENEWAL. This agreement is effective when signed by both the Customer and UniFirst Location Manager and continues in effect for 12 months (3600 service weeks) from installation of Merchandise (for new customers) or of any renewal date. This Agreement will be renewed automatically and continuously for multiple successive 60 month periods unless Customer or UniFirst gives written notice of non-renewal to the other at least 60 days prior to the next expiration date.

PRICES AND PAYMENTS. All charges are based upon the total Merchandise covered by this Agreement and may change as the amount of such Merchandise is increased or decreased. Customer agrees to pay the additional service-related charges listed on the front of this Agreement. Charges relating to an individual leaving the Customer’s employ can be terminated by giving notice to UniFirst and by returning or paying for any Merchandise issued to that individual. Any Merchandise payments required, pursuant to this Agreement, will be at UniFirst’s list replacement price(s) then in effect.

Each year, either upon the expiration date of this Agreement or such other date as UniFirst may determine appropriate, the prices then in effect will be increased by the greater of the annual percent increase in the Consumer Price Index — All Urban Consumers, Series ID: CUUR0000DSAG, other goods and services or by 5%. Additional price increases and other charges may be imposed by separate written notice or by notation on Customer’s Invoice. Customer may, however, decline such additional increases or charges by notifying UniFirst in writing within thirty days after receipt of such notice or notation.

Prices are based on fifty-two weeks of service per year. Customer agrees to pay all charges on receipt of invoice or, if a pre-approved charge customer, per stated terms. A late charge of 1.5% per month (18% per year) will be added to all amounts not paid within thirty days of invoice. If Customer fails to make timely payment, UniFirst may at any time and in its sole discretion, terminate this Agreement by giving written notice to Customer, whether or not UniFirst has previously enforced Customer’s obligation to make timely payments. Customer agrees to pay, and will pay, all applicable sales, use, personal property and other taxes and assessments arising out of this Agreement. Customer agrees to a minimum weekly service charge, as indicated.

DEFER CHARGE. Customer’s invoices may include a DEFER CHARGE, that may vary for different customer, to cover all or only portions of certain expenses including:

D = DELIVERY, or expenses associated with the actual delivery of services and products to customer’s place of business, primarily Route Sales Representative commissions, management salaries, vehicle depreciation, equipment maintenance, insurance, road use charges and local access charges.

E = ENVIRONMENTAL, or expenses (past, present and future) UniFirst absorbs related to wastewater testing, purification, effluent control, solids disposal, air pollution, and energy conservation and overall regulatory compliance.

F = FUEL, or the gas, diesel fuel, oil and lubricant expenses associated with keeping UniFirst’s fleet vehicles on the road and servicing its customers.

F = ENERGY, primarily the natural gas UniFirst uses to run boilers and gas dryers, plus other local utility charges.

MERCHANDISE. Customer acknowledges that the Merchandise supplied is for general occupational use and, unless otherwise specified, affords no special wearer protections. Customer agrees to notify employees to that effect. If the Merchandise supplied is designated as flame resistant ("FR"), it is intended only to prevent the ignition and burning of fabric away from the point of high heat impingement and to be self-extinguishing upon removal of the ignition source. Flame resistant garments will not provide significant protection from burns in the Immediate area of high heat contact, due to thermal transfer through the fabric and/or destruction of the fabric in the area of such exposure. Flame resistant garments are designed for continuous wear as a secondary level of protection. Primary protection is still required for work activities where direct or significant exposure to heat or open flame is likely to occur. Customer acknowledges that UniFirst makes no representation, warranty or claim regarding the flame resistant characteristics of FR garments or their fitness or suitability for Customer’s intended use. UniFirst advises that only special FR emblems be used on FR garments.

If the Merchandise supplied is visibility wear, it is intended to provide improved conspicuity of the wearer under daylight conditions and when illuminated by a light source of sufficient candela power at night. It is Customer’s responsibility to determine the level of conspicuity needed by wearers under specific work conditions. Further, Customer agrees that the garments alone do not ensure conspicuity of the wearer and that additional safety precautions may be necessary. The garments supplied satisfy particular ANSI/SEA standards only if so labeled. Customer acknowledges that UniFirst makes no representation, warranty or claim regarding the visibility performance of garments or their suitability for Customer’s intended use. Customer agrees to indemnify and hold harmless UniFirst and its employees and agents from and against all claims, injuries or damages to any person or property resulting from Customer’s or Customer’s employees use of the Merchandise, including without limitation all claims, injuries or damages arising from any alleged defects.
EXHIBIT A (Continued)

Customer agrees to notify all employees who will be wearing either flame resistant garments or visibility garments that they are designed to provide only limited levels of protection and only under certain conditions. UniFirst assumes no liability for any injury, personal or otherwise. Customer agrees not to contaminate any Merchandise with asbestos, heavy metals, solvents, inks, or other hazardous or toxic substances ("contaminants"). Customer agrees to pay UniFirst for all Merchandise that is damaged, stolen, or abused beyond repair.

If any Merchandise supplied hereunder is Merchandise that UniFirst normally does not stock (including styles, colors, sizes or brands), or has been permanently personalized, ("Non-Standard Merchandise") then, upon the discontinuance of any service hereunder at any time for any reason, including expiration, termination, or cancellation of this Agreement, or without cause, deletion of any Non-Standard Merchandise from Customer’s service program, or due to employee reductions (in each case a "Discontinuance of Service"). Customer will purchase at the time of such Discontinuance of Service all affected Non-Standard Merchandise items then in UniFirst’s Inventory (in-service, shelf, as well as any manufacturer’s supplies ordered for Customer's use), paying for same the replacement charges then in effect.

As a condition to the termination of this Agreement, for whatever reason, Customer will return to UniFirst all standard Merchandise in good and usable condition or pay for same at the replacement charges then in effect.

OBLIGATIONS AND REMEDIES. If Customer breaches or terminates this Agreement before the expiration date for any reason (other than for UniFirst’s failure under the performance guarantee described above), Customer will pay UniFirst, as liquidated damages and not as a penalty (the parties acknowledging that actual damages would be difficult to calculate with reasonable certainty) an amount equal to 50 percent of the average weekly amounts invoiced in preceding 25 weeks, multiplied by the number of weeks remaining in the current term. These damages will be in addition to all other obligations or amounts owed by Customer to UniFirst, including the return of Merchandise or the payment of replacement charges and the purchase of any non-standard merchandise items as set forth herein.

All disputes of whatever kind between the Customer and UniFirst based upon past present or future acts, whether known or unknown, and arising out of or relating to the negotiation, formation or performance of this Agreement shall be resolved exclusively by final and binding arbitration. The arbitration shall be conducted in the capital city of the state where the Customer has its principal place of business (or some other location mutually agreed to by Customer and UniFirst) pursuant to the Expedited Procedures of the Commercial Arbitration Rules of the American Arbitration Association and shall be governed by the Federal Arbitration Act. The Customer acknowledges that, with respect to all such disputes, it has voluntarily and knowingly waived any right it may have to a jury trial or to participate in a class action or class litigation as a representative of any other persons or as a member of any class of persons; or as a member of any class of persons, or to consolidate its claims with those of any other persons or class of persons. If this prohibition against class litigation is ruled to be unenforceable for any reason in any proceeding, then the prohibition against class litigation shall be void and of no force and effect in that proceeding. This paragraph is governed by New York law (exclusive of choice of law). The arbitrators shall award to the substantially prevailing party, if any, as determined by the arbitrators, all or its costs and fees. "Costs and fees" are defined as all reasonable pre-award expenses of the arbitration, including the arbitrator’s fees, administrative costs, travel expenses, out-of-pocket expenses, such as copying and telephone expenses, court costs, witness fees, and attorney's fees.

MISCELLANEOUS. The parties agree that this Agreement represents the entire agreement between them. UniFirst may, in its sole discretion, assign this Agreement. Customer may not assign this Agreement without the prior written consent of UniFirst. Customer agrees that in the event it sells or transfers its business, it will require the purchaser or transferee to assume all obligations and responsibilities under this Agreement. Neither party will be liable for any incidental, consequential, or punitive damages. In the event any portion of this Agreement is held by a court of competent jurisdiction or by a duly appointed arbitrator to be unenforceable, the balance will remain in effect. All written notices provided to UniFirst must be sent by certified mail to the attention of the Location Manager, in Texas and certain other locations, UniFirst’s business is conducted by, and the term “UniFirst” as used herein, means UniFirst Holdings, Inc. dba UniFirst.

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