AGENDA
Cumberland Town Council Meeting
Town Council Chambers
MONDAY, January 22, 2018
6:00 P.M. Workshop
7:00 P.M. Town Council Meeting

I. 6:00 P.M. WORKSHOP with Cumberland Climate Action Team re: Solar Array Farm

II. CALL TO ORDER

III. BUSINESS INTRODUCTION
Foreside Outdoor Power and New England Specialty Stone

IV. APPROVAL OF MINUTES
January 8, 2018

V. MANAGER’S REPORT
Fire Department recognition of Captain, Evariste Bernier for completion of the National Fire Academy Executive Fire Officer Certification Program

VI. PUBLIC DISCUSSION

VII. LEGISLATION AND POLICY

18 – 010 To hear a report from the Finance Director re: 2nd Quarter Financials.

18 – 011 To hear a report from the Town Manager re: upcoming capital projects.

18 – 012 To authorize the Town Manager to execute a License Agreement with 179 Foreside Road, LLC for the new pier at Broad Cove Reserve.

18 – 013 To authorize the Town Manager to execute an agreement with Oceanview at Cumberland for property located on the Val Halla Golf Course (less than 1 acre in size).

18 – 014 To appoint Justin Brown as Deputy Code Enforcement Officer for the term of January 16 through February 28, 2018.

VIII. NEW BUSINESS

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

6:00 P.M. Call to Order
Present: Councilors Bingham, Copp, Edes, Gruber, Stiles, Storey-King and Turner

Motion by Councilor Bingham, seconded by Councilor Stiles, to recess to Executive Session pursuant to 1 M.R.S.A., § 405(6)(C) re: real property.
VOTE:  7-0  UNANIMOUS
TIME:   6:03 P.M.

Reconvene to regular session at 7:05 P.M.

I. BUSINESS INTRODUCTION
Terry Skillin of Skillin’s Greenhouse said that his great grandfather and his brother started the business in 1885. It started as a fresh market, selling vegetables and meats. Currently, the cut flower business is a large part of their business. The store has become very connected with the community and is a gathering place for many people. They are open 7 days a week from 8:00 a.m. to 5:00 p.m. with extended hours in the summer and during holidays.

II. APPROVAL OF MINUTES
Motion by Councilor Bingham, seconded by Councilor Stiles, to accept the December 11, 2017 meeting minutes as presented.
VOTE:  7-0  UNANIMOUS

III. MANAGER’S REPORT
Kudos to the Public Works and Public Safety Departments for the outstanding job they did during the last snowstorm. We opened an Emergency Operations Center at Town Hall on Thursday morning and it remained open until Friday morning. We also opened a warming and charging center for residents to use if need be. Everything went well and there were no issues.

IV. PUBLIC DISCUSSION
Kevin Bunker of Developers Collaborative explained that he is the prospective developer for the land adjacent to the Town Forest. He said that he met with the Council in workshop last November and understood that the Town would like the proposed development changed from the one that was proposed at the community meeting last October, but they were still interested in moving forward with the project. That support of the project then began to change (with the 4-3 Council vote on December 11th to enter into an agreement with him) and it was clear to him that something was going on that he had not been aware of. Mr. Bunker requested tabling the item this evening in order to step back and understand what is going on. He feels that this project went too far, too fast, and there is not enough consensus about exactly what the project should be. He feels that the Town needs more time to consider the project and exactly what they want it to be. He would like to continue to work with the Town and try to help figure out a project that will work for the Town.
Councilor Turner responded that it is unlikely at this point that we will get a project on that parcel that is acceptable to the Council, for at least 3 or 4 years. The land was purchased to be developed. After the Council got word from the fairgrounds that they were not interested in relocating the Town garage there, it threw everything into a turmoil, and now we are uncertain whether we want the Town garage on that parcel or somewhere else. All these factors leave the Council very conflicted.

Councilor Gruber said that he feels that Mr. Bunker is the right developer for whatever we decide to do. We have a real need in this community for affordable senior housing and he doesn’t want to wait 3 or 4 years. We need to reassess and really understand what we need in this community, while considering what to do with the Public Works garage.

Councilor Bingham said that something will happen with at least the front part of that parcel. This Council has decided that it will not be open space. It will be developed into something. He doesn’t think there is a particular timeline with it being developed, however.

Councilor Storey-King said that we do not know what affordable in Cumberland means. We do not have enough information for what the public thinks is affordable. She agreed with Councilor Bingham, and that property is in a designated growth area.

Councilor Copp said that Mr. Bunker is an expert in his field and we are fortunate that he is still willing to work with the Town. We need to step back and take a closer look at what to do about the Public Works garage. There will be a development on that property at some point and he looks forward to working with Mr. Bunker when that happens.

Cathy Wright of Skillin Road said that she is worried about over building in Cumberland. There is so much building going on in surrounding towns, is there really a new housing market? She is opposed to senior housing and does not need to stay in Cumberland if she ever requires senior housing. In regard to the long senior housing list, she wonders how many lists these people are on in other towns. She feels that there is a need for multi-generational housing, but the time is not now. This project has moved too fast.

V. 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.

Town Manager Shane explained that this was family property that was divided over time and is now being sold outside the family. There were some issues that had to be clarified in regard to a dedicated right-of-way for access and some set back issues were discovered. Both attorneys have reviewed the document and staff is recommending approval.

Motion by Councilor Bingham, seconded by Councilor Gruber, to authorize the Code Enforcement Officer to execute a Consent Agreement with the owners of 102 Longwoods Road and 17 Morgan Lane and collect $500 for legal fees.

VOTE: 7-0 UNANIMOUS
18 – 002 To consider and act on authorizing the Code Enforcement Officer to execute a Consent Agreement with the owners of 17 Mill Ridge.

Town Manager Shane explained that is a setback issue in the rear of the property and the Town is the direct abutter as owner of the open space. The Town Attorney has reviewed the agreement and staff is recommending approval.

Motion by Councilor Gruber, seconded by Councilor Turner, to authorize the Code Enforcement Officer to execute a Consent Agreement with the owners of 17 Mill Ridge and collect $500 for legal fees.

VOTE: 7-0 UNANIMOUS

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

New Chairman of the Lands & Conservation Commission, Mike Schwindt, introduced forestry subcommittee member Sally Stockwell, who will give the report. Mr. Schwindt added that he has replaced longtime Chairman, Sam York who served as chairman for the last 12 years. The Council commented, thanking Sam for his service.

Sally Stockwell, member of the Lands & Conservation Commission Forestry Subcommittee gave the following update on the committee’s work over that past few months:

The committee has been charged with looking at all the major forest lands that are owned by the Town and develop a comprehensive approach to take care of them. The Town Forest and Rines Forest already have management plans in place and Twin Brooks has a recent management plan that was put in place. Knight’s Pond does not have a management plan yet. The committee began by looking at the overall goals for the properties and realized that not every property will necessarily be managed the same way. They worked with Forester, Jeremy Stultz of Integrated Forest Management, who is familiar with the Town and our properties. They came up with a list of guiding principles to follow in order to be model stewards of all of the forest areas. They reviewed the management plan for the Town Forest and walked the Town Forest with Jeremy to look at the recent work that was done there. They walked the Twin Brook area to look at the proposed cutting plan on the Greely Road side. They recommended some changes to that plan in order to match the guiding principles that the committee developed. They walked Knight’s Pond recently and met with the Land Trust to discuss their goals with the Knight’s Pond property. They decided the next step will be to have Jeremy put together a forest inventory and review it with the Cumberland/North Yarmouth Joint Standing Committee. They are also working on a plan to deal with the invasive buckthorn in the Rines Forest.

Jeff Storey said that he has an agreement with the Town in place to harvest trees at Twin Brook. He wants to follow the guiding principles that the committee has developed, but is concerned that his agreement might be affected negatively.

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

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

VOTE: 7-0 UNANIMOUS

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.

Councilor Storey-King reviewed the Farm Based Specialty Event Licensing chapter, thanking Greg Fryer for his input.
Section 81-3: There was discussion regarding the requirement of the farm to provide proof of insurance for their events. Greg Fryer of 111 Bruce Hill Road said that each event will vary depending on what type of event it is. In the case of a wedding, the farm will have homeowners insurance, which may exclude commercial activities. The bride may purchase a WedSafe policy and all the vendors will all have insurance. As far as the homeowner is concerned, he is not aware that there is such a thing as an event policy that could be presented as a condition of receiving a license. The Council was polled regarding the requirement of insurance (4-3 no).

Section 81-4: Clarified that farmers only need to go to the Planning Board once, not annually, unless they make significant changes to their sites. They will be required to go to the Town Council annually, however.

Section 81-5: Section 4, remove the word large. Not all events will be large. Section 5, parking in fields. They won’t be required to line parking spaces in fields. Section 6, Keep “no overnight assemblage shall be permitted”. Section I (Noise) “No amplification of music or sound shall continue beyond 10:00 p.m.

Section 81-7: “Each events license holder may hold up to eight events per calendar year with an approved Events License. The Town Council authorizes the Town Manager, or his designee, to meet with license holders to issue permits for proposed scheduled events and to collect fees. The requirements of this Chapter...”

Chapter 84 Fees and Fines will list the permit fee.

Keep language in reference to blackout dates and “other” events as it is prudent to the use of Town Public Safety personnel.

Greg Sweetser of 15 Blanchard Road said he cannot believe that there would be a blackout date. Cumberland cannot support an extra 100 people in Town? How many people are at the fair on a peak day?

Councilor Storey-King explained that this would only apply to Saturday and Sunday of Labor Day weekend (due to soccer tournaments at Twin Brook) and Cumberland Fair week.

Town Manager Shane said that during fair week, public safety resources are stretched to the limit and the soccer tournaments host thousands of people. This is about managing public resources. He is okay with not adding this language, but if becomes a problem to manage resources later, we may requiring additional staff on weekends when our resources are stretched to the limit. He suggested monitoring it for one year and report back to the Council.

After some discussion, the Council decided to block out fair week only and see how Labor Day weekend goes.

Town Manager Shane requested that the Town Attorney review these new proposed amendments and give staff the latitude to amend anything minor in order to keep it legal.

Motion by Councilor Bingham, seconded by Councilor Stiles, to adopt Chapter 81 (Farm Based Specialty Events Licensing) of the Cumberland Code as amended and approved by the Town Attorney.

VOTE: 6-1 (Gruber opposed) MOTION PASSES
18 – 006  To hold a Public Hearing to consider and act on a Class I Liquor License application for
Chairman Edes opened the Public Hearing.
Public discussion: None
Chairman Edes closed the Public Hearing.

Motion by Councilor Stiles, seconded by Councilor Stiles, to approve the Class I Liquor License application for
VOTE: 6-0-1 (Copp abstained) MOTION PASSES

18 – 007  To consider and act on authorizing the Town Manager to execute a 3-year contract with
UniFirst.
Motion by Councilor Storey-King, seconded by Councilor Bingham, to authorize the Town Manager to execute
a 3-year contract with UniFirst.
VOTE: 7-0 UNANIMOUS

18 – 008  To appoint members to the Aging in Place Committee and Lands & Conservation Commission.
Motion by Councilor Copp, seconded by Councilor Bingham, to appoint Carrie Burnsteel, Lynn Copp and
Nancy Law to the Aging in Place Committee and Anne Bulger to the Lands & Conservation Commission.
VOTE: 7-0 UNANIMOUS

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).
Town Manager Shane explained that this is in regard to the Oceanview project. The property is still in a legal
battle between the realtor and a previous potential buyer of the Godsoe property. An endorsement of the
easement is okay, but execution of it would have to be based on receipt of additional material and proof of right
title and interest of the property.

Chairman Edes said that his issue is that Oceanview will not allow snowmobile trail access, which is an
important connector to Val Halla. He cannot support this until Oceanview commits to the access.

Rick Doane of Catalpa Lane said that the old snowmobile trail that came along the railroad bed and across his
dad’s front field was discontinued in 2003. For roughly 10 years there was no trail there. He then granted
permission for the trail to be reopened about 3 years. The problem is the proposed access road to the Oceanview
property will make nowhere for the trail to go, unless it is within the 50 foot buffer and directly up against his
property line. He is very much opposed to that.

Motion by Councilor Bingham, seconded by Councilor Stiles, to table.
VOTE: 7-0 UNANIMOUS

VI. NEW BUSINESS

Councilor Bingham – condolences to the Kern family on the passing of Ted Kern. Ted was a
member of the Lions Club and he and his family are members of the Congregational Church. Ted
helped the church through the process of installing the antennas in the steeples which ensured the financial viability of the church.

**Councilor Gruber** – thank you to Representative Denno for introducing a bill in response to the deaths and reports of abuse of intellectually disabled Mainer’s. Thank you Dale for doing this.

The Aging in Place Committee will meet next Wednesday at 5:00 p.m.

Thank you to everyone who volunteered at the Food Pantry during the snowstorm.

**Councilor Storey-King** – every year, Maine Municipal Association conducts an essay contest entitled “If I Led My Community”. We have entered the past 3 years and have won 2 out of 3 years. Her class is learning about local government and their assignment this week is to watch 1 hour of a Town Council meeting or a North Yarmouth Select Board meeting.

She attended the Pan Am rail and trail meeting recently. They are proposing a trail in the 100 foot right-of-way next to the rail bed. It does not appear to be financially doable.

A reminder to people who want to number their house, there is information on the Town website regarding this project by Audrey Hankinson who is doing this as part of her Girl Scout award project.

**Councilor Copp** – he asked those who are able to help the fire department by shoveling out a fire hydrant that is near their home.

**Chairman Edes** – None

**Councilor Stiles** – he thanked Councilor’s Copp and Gruber who donated to the 4-H auction to benefit the Food Pantry. Everyone can get involved and donate all year long to this good cause.

Happy New Year to everyone.

**Councilor Turner** – none

**Town Manager Shane** – Public Services will be out all week cleaning up intersections, pushing back snow banks, and getting catch basins ready for the rain expected later in the week.

We learned today that Sergeant Tom Burgess will be receiving the 2017 Humanitarian Award at the Maine Chiefs of Police Association’s annual awards banquet next month. This is well deserved as Tom has done an outstanding job at community policing.

**VII. ADJOURNMENT**

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

VOTE: 7-0 UNANIMOUS

TIME: 9:29 P.M.

Respectfully submitted by,
ITEM
18-010

To hear a report from the Finance Director re: 2nd Quarter Financials
Town of Cumberland
FY18 Q2 Revenues/Expenses
## General Fund
### FY2018 Q2 Revenues & Expenditures

<table>
<thead>
<tr>
<th></th>
<th>FY18 Budget</th>
<th>FY18 Actual</th>
<th>FY18 %</th>
<th>FY17 %</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL REVENUES</td>
<td>$ 4,787,399</td>
<td>$ 3,045,380</td>
<td>63.6%</td>
<td>66.9%</td>
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<tr>
<td>Controllable Expenses</td>
<td>$ 7,881,844</td>
<td>$ 4,091,164</td>
<td>51.9%</td>
<td>55.4%</td>
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<tr>
<td>Fixed Expenses</td>
<td>$ 20,016,838</td>
<td>$ 10,966,396</td>
<td>54.8%</td>
<td>55.3%</td>
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<tr>
<td>TOTAL EXPENSES</td>
<td>$27,898,682</td>
<td>$15,057,560</td>
<td>54.0%</td>
<td>55.3%</td>
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</tbody>
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## General Fund

### FY2018 Q2 Selected Revenues

<table>
<thead>
<tr>
<th></th>
<th>FY18 Budget</th>
<th>FY18 Actual</th>
<th>FY18 %</th>
<th>FY17 %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Excise Tax</td>
<td>$1,680,000</td>
<td>$1,095,918</td>
<td>65.2%</td>
<td>67.5%</td>
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<tr>
<td>State Revenue Sharing</td>
<td>$453,207</td>
<td>$224,270</td>
<td>49.5%</td>
<td>51.6%</td>
</tr>
<tr>
<td>Permits &amp; Impact Fees</td>
<td>$158,000</td>
<td>$96,627</td>
<td>61.2%</td>
<td>165.0%</td>
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<tr>
<td>EMS Billing</td>
<td>$175,000</td>
<td>$83,989</td>
<td>48.0%</td>
<td>69.4%</td>
</tr>
<tr>
<td>Recreation - After School</td>
<td>$214,836</td>
<td>$141,733</td>
<td>66.0%</td>
<td>61.1%</td>
</tr>
<tr>
<td>Recreation - All Other</td>
<td>$603,280</td>
<td>$282,911</td>
<td>46.9%</td>
<td>49.7%</td>
</tr>
<tr>
<td>Val Halla - Golf Revenues</td>
<td>$634,632</td>
<td>$322,726</td>
<td>50.9%</td>
<td>53.6%</td>
</tr>
</tbody>
</table>
## General Fund

**FY2018 Q2 Selected Expenses**

<table>
<thead>
<tr>
<th></th>
<th>FY18 Budget</th>
<th>FY18 Actual</th>
<th>FY18 %</th>
<th>FY17 %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Police</td>
<td>$1,358,525</td>
<td>$680,390</td>
<td>50.1%</td>
<td>56.4%</td>
</tr>
<tr>
<td>Fire</td>
<td>$874,775</td>
<td>$457,837</td>
<td>52.3%</td>
<td>55.5%</td>
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<td>Public Services</td>
<td>$1,901,644</td>
<td>$868,526</td>
<td>45.7%</td>
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<tr>
<td>Val Halla Golf Club</td>
<td>$735,188</td>
<td>$453,779</td>
<td>61.7%</td>
<td>67.4%</td>
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<tr>
<td>Recreation</td>
<td>$920,638</td>
<td>$510,044</td>
<td>55.4%</td>
<td>57.3%</td>
</tr>
<tr>
<td>Legal</td>
<td>$42,500</td>
<td>$30,445</td>
<td>71.6%</td>
<td>58.1%</td>
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# Taxes Collected thru 12/31

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<thead>
<tr>
<th></th>
<th>FY2015</th>
<th>FY2016</th>
<th>FY2017</th>
<th>FY2018</th>
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<tbody>
<tr>
<td>Commitment</td>
<td>$21,650,312</td>
<td>$23,209,273</td>
<td>$23,747,805</td>
<td>$25,025,492</td>
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<tr>
<td>Collected</td>
<td>$10,792,606</td>
<td>$11,652,110</td>
<td>$11,883,549</td>
<td>$14,073,102</td>
</tr>
<tr>
<td>% Collected</td>
<td>49.8%</td>
<td>50.2%</td>
<td>50.0%</td>
<td>56.2%</td>
</tr>
<tr>
<td>% Difference</td>
<td>0.1%</td>
<td>0.4%</td>
<td>-0.2%</td>
<td>6.2%</td>
</tr>
<tr>
<td>$$ Difference</td>
<td>$32,241</td>
<td>$82,367</td>
<td>$(38,929)</td>
<td>$1,550,190</td>
</tr>
</tbody>
</table>
Questions?
ITEM
18-012

To authorize the Town Manager to execute a License Agreement with 179 Foreside Road, LLC for the new pier at Broad Cove Reserve
NON-EXCLUSIVE LICENSE AGREEMENT
(Pier/Beach at 179 Foreside Road, Cumberland, Maine)

This Agreement (the “Agreement”) made as of January ____, 2018, by and between the Town of Cumberland, a municipal corporation, of the Town of Cumberland, County of Cumberland and State of Maine (“Town”), and 179 Foreside, LLC, a Maine limited liability company, with its principal place of business in Portland, County of Cumberland and State of Maine.

WITNESSETH:

WHEREAS, the Town of Cumberland has purchased a waterfront portion of the former Payson Estate, so-called, on Cumberland Foreside and with it the existing two hundred foot (200’) pier (“Pier”); and

WHEREAS, 179 Foreside, LLC is the owner of abutting upland premises that are being developed into a ten (10) lot subdivision known as “Spears Hill Subdivision” to be governed by the association entitled 179 Foreside Homeowners Association (“Association”) which also includes a pre-existing lot known as the “Robbins lot” containing 2.21 acres within the subdivision; and

WHEREAS, the Pier needs major repairs and 179 Foreside, LLC is prepared to contribute to the same if the lot owners are permitted various use rights in regard to the Pier; and

WHEREAS, the parties wish to agree upon a process for evaluating and funding the repairs, leading to final agreements which preserve and enhance the use of the Pier by Association members and Cumberland residents.

NOW, THEREFORE, for consideration, the receipt and adequacy of which is hereby affirmed, the parties hereto agree as follows:

1. The Town hereby grants an assignable, non-exclusive license to 179 Foreside, LLC and the Association for the use of the Pier by its ten (10) lot owners in common with the Town but, except as set forth herein, said license shall be subject to all
reasonable rules and regulations that the Town may apply to the use of the Pier. This Agreement shall be assignable only to the actual owners of each of said lots within the Association, and their secured lenders, and shall be conditional upon the Association's annual payments to the Town of fifty percent (50%) of the costs of maintaining the Pier, including winter float storage, which costs shall be established by the Town in consultation with the Association, but which shall not exceed $5,000 per year for the first five years hereof and which the Town shall annually match. Following the initial five (5) year period of this Agreement, in the event the Town chooses not to make its annual contributions, this Agreement shall be revocable by the Town or Association. Any excess funds shall be held in a Pier Reserve Account by the Town, with the annual funding level renegotiated in five (5) year cycles from the date of completion of the Pier restoration. In addition, the Association shall annually pay a capital improvement assessment of $5,000, which amount shall be matched by the Town and deposited in the Pier Reserve Capital Account to be expended by order of the Town Council. The annual amounts due for said capital reserve shall be re-evaluated in 5 year cycles following the initial Pier restoration, or at such earlier time as capital expenditures are made pursuant to a Pier Capital Improvements plan. All maintenance and capital improvement payments shall be made on or before March 1 of each year this Agreement remains in force, commencing on the March 1 of the year immediately following substantial completion of the agreed Pier reconstruction.

2. 179 Foreside, LLC agrees to deploy, at its sole expense, its waterfront engineering consultant to conduct an analysis of current repairs and upgrades needed for the Pier. 179 Foreside, LLC will pay fifty percent (50%) of the costs of said Pier repairs and/or upgrades, which final cost shall be mutually agreed upon between 179 Foreside, LLC and the Town, but 179 Foreside, LLC’s contribution shall not exceed $150,000.00. That contribution shall be deposited upon execution of this Agreement and the Town’s approval of the proposed reconstruction contract.

3. The Town reserves the right to grant other parties rights to the Pier for public recreational and commercial fishing purposes and to limit 179 Foreside, LLC's and/or its assigns and Association’s use during maintenance or public functions on the Pier.
4. No separate storage shall be allowed on the Pier or on adjoining Town land and any Association moorings shall be obtained from the Harbor Master, but 179 Foreside, LLC or the Association shall be entitled to ten (10) dinghy tie-ups on the Pier. The use of moorings and dinghy tie-ups shall be subject to all rules and regulations prescribed by the Town. Storage of floats on the Pier during the winter by the Town shall be permitted in accordance with the policies and rules established by the Town regarding the same.

5. The Town further grants to the Association and its member lot owners, as a part of said license, a right to pass on foot from their lots and/or Association land across land of the Town to the beach adjoining the Pier and the Pier; provided, however that use of the beach and Pier by the Association and its member lot owners shall be subject to all rules and regulations that the Town may apply to the public’s use thereof.

6. The Town may require said lot owners to accompany their guests and invitees who use the Pier, float and/or beach and may prohibit or limit their use of the limited public parking at the overall site for access to the same. No dogs shall be permitted on the Pier, beach or adjoining Town property. The use of the Pier, float and/or beach by guests and invitees of lot owners shall be subject to all rules and regulations that the Town may apply to the public’s use thereof.

7. 179 Foreside, LLC and the Association agree by the acceptance of this Agreement to defend, indemnify and hold the Town harmless from all claims or causes of action for property damage or personal injury attributable to the use of the Pier by 179 Foreside, LLC, or the Association, their assigns, lot owners and/or their guests and invitees; provided, however, that nothing herein shall negate or reduce the Town’s statutory governmental immunity from such claims.

8. The license shall be revocable by mutual consent of the parties, or by the Town for cause following reasonable notice thereof to the Association and/or 179 Foreside, LLC, which cause shall include failure by the Association to pay all sums due hereunder, including its share of the annual maintenance and capital improvements for the Pier or cost of repair as agreed between the Parties, or failure to timely cure any other material breaches of this Agreement following notice thereof to the Association and/or 179 Foreside, LLC. Further, the Town reserves the right to suspend the rights granted by this Agreement to any
individual lot owner whom the Town deems has materially abused and/or violated the terms hereof. Any such suspension shall be appealable to the Cumberland Town Council.

9. This Agreement shall be subject to final approval by the Cumberland Town Council and to approval by the Cumberland Chebeague Land Trust, to the extent required.

10. All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given or on the date of receipt as evidenced by the return receipt. If mailed, all notices are to be sent by first class mail, postage prepaid, certified, return receipt requested, addressed as follows:

TO TOWN:                        Town of Cumberland
                                 William R. Shane, Town Manager
                                 290 Tuttle Road
                                 Cumberland, ME 04021

WITH A COPY TO:                Jensen Baird Gardner & Henry
                                 Attention: Alyssa C. Tibbetts, Esq.
                                 P.O. Box 4510
                                 Portland, ME 04112

TO 179 FORESIDE, LLC:           c/o Phoenix Management
                                 P.O. Box 759
                                 Saco, ME 04072

WITH A COPY TO:                 Drummond Woodsum & MacMahon, P.A.
                                 Attention: Peter D. Klein, Esq.
                                 84 Marginal Way, Suite 600
                                 Portland, ME 04101

TO ASSOCIATION:                 179 Foreside Homeowners Association
Any party may change its address for purposes of this paragraph by giving the other party notice of the new address in the manner described herein.

11. This Agreement shall be construed according to the laws of the State of Maine and shall be binding on the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as a sealed instrument as of the date first set forth above and the Association joins herein to acknowledge and accept the conditions of this Agreement.

Witness: TOWN OF CUMBERLAND

________________________________________
By: William R. Shane
Town Manager

179 FORESIDE, LLC

By: ________________________________
Print Name: __________________________
Its: _________________________________
SEEN AND AGREED TO BY:

Witness: 179 FORESIDE HOMEOWNERS ASSOCIATION

By: ____________________________
Print Name: ______________________
Its: _____________________________
PAYSON PIER REPLACEMENT

BROAD COVE RESERVE, CUMBERLAND, MAINE

PROJECT NO. 15-05

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<tr>
<td>0-13</td>
<td>1304A SANDY FLOAT</td>
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*NOT IN PRINT SET*
**Pier Layout Plan**

**Scope of Work**
1. Supply and install of expanded float system, including:
   a. (2) new dock floats
   b. (4) new float moorings with helix anchors and tackle
2. Monitoring of installation through tie cycle and final adjustment to ensure operation as intended.
3. All work to be coordinated with town staff as required.

**Survey & Datum Notes**
1. Base survey, topography, site datum control, and project benchmark are from a field survey with supporting data by Little River Land Surveying dated notes.
2. All topographic information provided is referenced to NAVD 1988 vertical Datum (unlike other notes).
3. Base float/anchor information found from MEDEP, FEMAS, and NOAA published data, refer to the table below.

<table>
<thead>
<tr>
<th>Project Elevations (by Datum)</th>
<th>Chart</th>
<th>Navigo</th>
<th>Notes</th>
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<tr>
<td>FEMA Base Flood</td>
<td>22.3</td>
<td>17.7</td>
<td>FEMA Zone V2</td>
</tr>
<tr>
<td>FEMA Base Flood</td>
<td>15.5</td>
<td>15.0</td>
<td>Effective FEMA Zone V2</td>
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<tr>
<td>Highest Annual Flood</td>
<td>11.0</td>
<td>7.4</td>
<td>2013 MEDEP Predictions</td>
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<tr>
<td>Mfs</td>
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<td>0.0</td>
<td></td>
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<tr>
<td>MEVDI</td>
<td>4.5</td>
<td>0.0</td>
<td></td>
</tr>
<tr>
<td>MLR</td>
<td>0.3</td>
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<td></td>
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<tr>
<td>MLLW</td>
<td>0.3</td>
<td>4.5</td>
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</tr>
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</table>

*Based on Tidal Stream in "Pondland"*

**Float Schedule**

<table>
<thead>
<tr>
<th>Type</th>
<th>Width</th>
<th>Length</th>
<th>Depth</th>
<th>Type</th>
<th>Length</th>
<th>Diameter</th>
<th>Float No.</th>
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<tr>
<td>A</td>
<td>12</td>
<td>24</td>
<td>0.6</td>
<td>4.5</td>
<td>0.0</td>
<td>4.5</td>
<td>0.0</td>
</tr>
<tr>
<td>B</td>
<td>12</td>
<td>24</td>
<td>0.6</td>
<td>4.5</td>
<td>0.0</td>
<td>4.5</td>
<td>0.0</td>
</tr>
</tbody>
</table>

**Notes**
1. Vessel Towing on Float Type A = 12 in ME-PC 150 Slip Chains

**Mooring Anchor Notes**
1. Anchors for new float mooring shall be helical anchors with 0.5' diameter helic, 6' length, 1'-1' shaft diameter installed with full embedment.
2. Change for new float mooring shall be 12' grade as least link hot-drilled center change.

**Property Information**

- **Owner:** TOWN OF CAMDEN
- **Address:** 17A FORBES ROAD
- **Zip Code:** 04830
- **Map/Lot:** 24-01
- **Zoning:** Low Density Residential (LDR), Shoreland Overlay
- **Methods:** No Change
ITEM
18-013

To authorize the Town Manager to execute an agreement with Oceanview at Cumberland for property located on the Val Halla Golf Course (less than 1 acre in size)
Property Rights Agreement

This Agreement is made as of this ___ day of __________, 2018, by and between the
Town of Cumberland (hereinafter called the “Town”) and Ocean View at Cumberland, LLC, a
limited liability company existing under the laws of the State of Maine (hereinafter called “Ocean
View”).

In consideration of the covenants hereinafter set forth, Ocean View and Town hereby agree
as follows:

1. Grant of Easement Rights. The Town agrees to convey to Ocean View the
easement as set forth in Exhibit A hereto. Except as otherwise herein provided, the grant of the
easement shall occur on November 15, 2019 or on any earlier date as specified by Ocean View by
at least ten days prior written notice to Town, subject to the approval of the Town Council.
Notwithstanding the foregoing, this easement shall not be granted unless Ocean View (a) acquires
the Doane and Godsoe properties that abut the easement area; (b) Ocean View obtains all necessary
land use approvals from the Town and DEP to develop the Doane and Godsoe properties and to
connect them via the easement area. The Town reserves the right to approve the plans for relocation
of the golf course tee located in the easement area.

2. Maine State Golf Association Release. The Town shall obtain, by March 1, 2018,
a release in the form attached hereto as Exhibit B from Maine State Golf Association of its right
of first refusal applicable to the premises and transactions referenced herein.

IN WITNESS WHEREOF, the parties hereto, hereunto duly authorized, have executed and
delivered this Agreement as of the day and year first above written.

WITNESS: Town of Cumberland

__________________________ By: ________________________________

Its

Ocean View at Cumberland, LLC

__________________________ By: ________________________________

John B. Wasileski, Its Manager
Exhibit A

EASEMENT DEED

The TOWN OF CUMBERLAND, a municipal corporation organized and existing under the laws of the State of Maine and having a place of business at 290 Tuttle Road, Cumberland, Maine (hereinafter “Grantor”), for consideration paid does hereby grant to Ocean View at Cumberland, LLC (hereinafter “Grantee”), a Maine limited liability company with a principal place of business at Blueberry Lane, Falmouth, Maine, its successors and assigns, a perpetual non-exclusive easement for the purposes herein set forth, over the following described land:

A certain lot or parcel of land located in the Town of Cumberland, County of Cumberland and State of Maine, depicted on Exhibit A attached hereto and described as follows (the “Easement Area”):

[INSERT LEGAL DESCRIPTION of easement area as shown on plan prepared by Rick Licht]

Subject to any and all easements and/or right-of-ways of record in the Cumberland County Registry of Deeds.

The easement shall be for the following purposes, which shall include the right to enter on the Easement Area at any and all times for the purposes stated herein, except as may be expressly stated otherwise.

1. Pedestrian and vehicular access to and from Grantee’s properties abutting the Easement Area. Vehicular access shall not include the right to park or store, on a temporary basis or otherwise, vehicles of any kind.

2. Upon prior written consent of Grantor, which consent shall not be unreasonably withheld, the right to install, maintain, inspect, repair, replace and remove below-ground utilities within the Easement Area, including, without limitation, utilities for water, sewer, electricity, telephone, cable, natural gas, or other energized control lines, together with all necessary fixtures and appurtenances thereto.

3. All roads, sidewalks, trails and utilities installed within the Easement Area shall be located and installed in accordance with plans reviewed and approved by the Town’s Planning Board.

4. Upon prior written consent of Grantor, which consent shall not be unreasonably withheld, the right to trim, cut, and/or remove bushes, trees or any other vegetation within the Easement Area, to such extent as is necessary for any of the above-described purposes provided that such cutting, clearing or trimming shall comply with all applicable ordinance provisions of the Town of Cumberland.

5. No buildings or any other permanent structures shall be permitted within the Easement Area.
Grantee shall repair, replace, restore and return any adjoining lands of the Grantor which are disrupted, damaged or destroyed as a result of any work done by or on behalf of Grantee within the Easement Area or in connection with this easement.

Grantee hereby agrees to indemnify, defend, and hold harmless the Grantor from (i) all claims, demands, liabilities and suits of any nature whatsoever arising out of, because of or due to any act, omission, occurrence or use by Grantee, its members, managers, employees, agents, guests or invitees, use of the Easement Area; (ii) the conduct or management of any work, or any act or omission done in, near, or on the Easement Area by or under the direction or at the request of Grantee; or (iii) any act or negligence or willful misconduct of Grantee, its members, managers, employees, agents, guests or invitees.

Grantor for itself, its successors and assigns, reserves the use and enjoyment of the Easement Area for all purposes that are not inconsistent with and do not interfere with the use of the Easement Area by the Grantee for the purposes hereinabove stated.

IN WITNESS WHEREOF, the Town of Cumberland has caused its acknowledgement and seal to be hereto affixed and these presents to be signed by William R. Shane, its Town Manager in its name and on its behalf this ____ day of ________________, 201__.

TOWN OF CUMBERLAND

________________________________________
William R. Shane
Town Manager

State of Maine
CUMBERLAND, ss

________________________________________, 201__

Personally appeared before me William R. Shane, Town Manager of the Town of Cumberland, and acknowledged the foregoing to be his free act and deed in his said capacity and the free act and deed of the Town of Cumberland.

________________________________________
Notary Public/Attorney at Law
Print Name
Commission expires/Bar No.:________________

Exhibit B
AGREEMENT REGARDING MUTUAL RIGHT OF FIRST REFUSAL

This Agreement made this _____ day of ______________, 2018, between the Town of Cumberland, a municipal corporation organized and existing under the laws of the State of Maine, with a principal place of business at 290 Tuttle Road, Cumberland, County of Cumberland and State of Maine (hereinafter “Seller”), and the Maine State Golf Association, Inc., a Maine non-profit corporation with a principal place of business at ___ Val Halla Road, Cumberland, County of Cumberland and State of Maine (hereinafter “Buyer”).

WHEREAS, Seller and Buyer entered into a Mutual Right of First Refusal dated October 27, 2011 and recorded in the Cumberland County Registry of Deeds in Book 29073, Page 121 (the “Right of First Refusal”) regarding their respective interests in the Val Halla Golf Facility and the so-called Banquet Center located at the Val Halla Golf Facility; and

WHEREAS, a new development project has been proposed for two large tracts of land that abut the Val Halla Golf Facility, the so-called “Doane Property” to the southwest of the Facility and the so-called “Godsoe Property” to the southeast of the Facility; and

WHEREAS, the properties are not contiguous to one another, but the Town desires that both properties be developed under a common and cohesive development plan; and

WHEREAS, the properties share a common boundary at the southern point of the Val Halla Golf Facility; and

WHEREAS, the Town desires to grant an easement to the developer over the southern corner of the Val Halla Golf Facility in order to connect the two properties for purposes of the proposed development.

NOW THEREFORE, in consideration of the foregoing premises, the parties agree as follows:

1. Seller has hereby notified Buyer of its intent to grant an easement over a portion of the Val Halla Golf Facility as depicted on Exhibit A hereto (the “Easement Area”) and Buyer hereby releases its option to purchase the Easement Area.

2. Buyer’s release shall be effective upon execution of this Agreement and the time limitations imposed by Paragraph 2(A) of the Right of First Refusal shall not apply with respect to the Seller’s grant of an easement over the Easement Area, including, but not limited to, the time limitations regarding Seller’s offer to Buyer, Buyer’s exercise of its option, or Seller’s right to transfer its interest in the Facility following Buyer’s failure to exercise its option.
3. All other provisions of the Right of First Refusal shall remain valid and in full force and effect.

4. This Agreement shall be binding on the parties hereto, their successors and assigns, and shall be construed according to the laws of the State of Maine.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the year and date first written above.

SELLER:
Town of Cumberland

__________________________________________
William R. Shane
Town Manager

BUYER:
Maine State Golf Association, Inc.

__________________________________________
Print Name: ____________________________
Its President

STATE OF MAINE
CUMBERLAND, ss. _________________________, 2018

Personally appeared before me the above-named William R. Shane, Town Manager of the Town of Cumberland, and acknowledged the foregoing to be his free act and deed in his said capacity and the free act and deed of the Town of Cumberland.

______________________________
Notary Public / Attorney at Law
Print Name: ________________________
Commission Expires / Bar No.: ___________
STATE OF MAINE
CUMBERLAND, ss. ______________________, 2018

Personally appeared before me the above-named _____________, President of the Maine State Golf Association, and acknowledged the foregoing to be his free act and deed in his said capacity and the free act and deed of the Maine State Golf Association.

__________________________
Notary Public / Attorney at Law
Print Name: ______________________
Commission Expires / Bar No.: _________
Town of Cumberland
Easement Request
ITEM
18-014

To appoint Justin Brown as Deputy Code Enforcement Officer for the term of January 16 through February 28, 2018
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this 16th day of January, 2018, by and between the TOWN OF CUMBERLAND, a Maine municipal corporation existing under the laws of the State of Maine and located in the County of Cumberland ("Cumberland"), and the TOWN OF FALMOUTH, a Maine municipal corporation existing under the laws of the State of Maine and located in the County of Cumberland ("Falmouth").

WHEREAS, Cumberland has a need for a deputy Code Enforcement Officer ("Deputy CEO") to perform services customarily performed by a Maine certified Code Enforcement Officer ("CEO") during temporary absences of Cumberland’s appointed CEO; and

WHEREAS, Falmouth is willing and able to provide such services through its Code Enforcement Officer to Cumberland pursuant to the terms provided below;

NOW, THEREFORE, Cumberland and Falmouth agree as follows:

1. Appointment of Falmouth CEO. Cumberland, acting by its Town Council, as appropriate, shall appoint Justin Brown, the Falmouth CEO, to be the Deputy CEO for Cumberland for certain purposes required under law and as agreed to by the parties, but subject to the provision in Paragraph 3 below that he shall at all times remain solely an employee of Falmouth.

2. Scope of Services. The Falmouth CEO, Justin Brown, together with his staff as may be necessary and appropriate, shall perform certain duties and responsibilities imposed by law on the Cumberland CEO during such times when the Cumberland CEO shall be unable to perform said duties and responsibilities on a temporary but extended basis, including, without limitation, plumbing inspections, building inspections.

3. Falmouth as Sole Employer. The Falmouth CEO, Justin Brown, and his staff shall remain employees of Falmouth during the term of this agreement for all purposes including, without limitation, pay, benefits and workers’ compensation coverage.

4. Cumberland Responsibility. The Falmouth CEO and his staff shall be agents of Cumberland for the purposes of statutory authorization (in the case of the CEO), and for all functions and duties of the Cumberland Code Enforcement Office including, without limitation, conducting plumbing and building inspections. Cumberland shall provide a dedicated satellite office for the Falmouth CEO and his staff at Cumberland Town Hall, complete with desk, chair telephone, computer and internet access and related office supplies to use when working in Cumberland.

5. Cost. Falmouth agrees to provide CEO services to Cumberland at no cost for a period of forty-five (45) days following execution of this Agreement. In the event CEO services are requested by Cumberland and provided by Falmouth following that time period, the parties
shall negotiate a fee for CEO services to be paid by Cumberland on mutually acceptable terms.

6. **Indemnification.** If a claim is brought against either Cumberland or Falmouth arising out of, or within the scope of, the services performed by the Falmouth CEO and/or his staff, or any other agents he or they lawfully engage on his or their behalf for Cumberland, then Cumberland shall defend, indemnify and hold harmless Falmouth and its officials, agents and employees including, without limitation, the CEO and his staff in their public and individual capacities from and against all such claims, damages, losses and expenses, including reasonable attorney’s fees. This section shall not be interpreted to waive the monetary limits or substantive areas of immunity under the Maine Tort Claims Act.

7. **Term of Agreement.** This Agreement shall remain in effect from the date executed by the parties, after each has been duly authorized by vote of its Town Council, through February 28, 2018. Cumberland shall provide written notification to Falmouth within 7 days of the date of expiration hereof of its desire to extend the term of this Agreement and the parties hereby agree to negotiate the same, subject to the authorization of their respective Town Councils as may be necessary; provided, however, that nothing herein shall be deemed an obligation of Falmouth to provide services beyond the expiration of this Agreement. Written notification of any changes in cost or other provisions of this Agreement must be submitted to the other party in writing at least seven (7) days prior to the implementation of said changes. In the event either party does not agree to submit to proposed changes in cost or other provisions of this Agreement, either party may terminate this Agreement by providing written notification to the other party at least seven (7) days in advance of the termination.

8. **Termination.** Either party may terminate this agreement without cause by providing written notification to the other party at least fourteen (14) days in advance of the termination.

9. **Notification.** Notices under this Agreement shall be sufficient if sent by first class mail or hand delivered as follows:

   **TO CUMBERLAND:**
   Town Manager
   Town of Cumberland
   290 Tuttle Road
   Cumberland, ME 04021

   **TO FALMOUTH:**
   Town Manager
   Town of Falmouth
   271 Falmouth Road
   Falmouth, ME 04105

10. **Default.** In the event a party defaults under this Agreement, the other party shall have those remedies available to it at law and in equity; provided it shall first give the defaulting party written notice and a reasonable time to cure.
11. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties. If any clause, section or provision is held to be invalid or unenforceable, that shall not affect the entire agreement and the parties agree to meet and negotiate a new clause, section, provision or agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written.

**Town of Cumberland**

Dated: __1/16/2018__  
By:  
William R. Shane  
Its Town Manager

**Town of Falmouth**

Dated: __1/17/2018__  
By:  
Nathan Poore  
Its Town Manager