

# **AGENDA**

Cumberland Town Council Meeting  
Town Council Chambers

**MONDAY, July 22, 2019**

**6:00 P.M.** Ordinance Committee Meeting

**7:00 P.M.** Call to Order

## **I. CALL TO ORDER**

## **II. APPROVAL OF MINUTES**

July 8, 2019

## **III. MANAGER'S REPORT**

## **IV. PUBLIC DISCUSSION**

## **V. LEGISLATION AND POLICY**

- 19 – 096** To hear a report from the Tax Assessor and to hold a Public Hearing to consider and act on setting the FY2020 tax rate.
- 19 – 097** To hold a Public Hearing to set rates at which interest will be paid for delinquent taxes and to authorizing applying tax payments to the oldest unpaid taxes.
- 19 – 098** To hold a Public Hearing to consider and act on authorizing the Town Manager to execute a purchase and sale agreement for the sale of a portion of Twin Brook Recreation Area on Greely Road to Jeff Storey.
- 19 – 099** To hold a Public Hearing and hear a report from the Town Manager re: the installation of barriers at each railroad crossing to establish quiet zones for all rail crossings in Cumberland.
- 19 – 100** To hold a Public Hearing to consider and act on a Mass Gathering Permit for the Cumberland Soccer Club's "Just for Fun Tournament" to be held August 31st through September 1st from 7:00 a.m. to 6:30 p.m. at Twin Brook.

## **VI. NEW BUSINESS**

## **VII. BUDGET REPORT**

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

**IX. ADJOURNMENT**

# MINUTES

Cumberland Town Council Meeting

Town Council Chambers

**MONDAY, July 8, 2019**

**5:00 P.M. Finance Committee Workshop re: Bond Review**

**5:30 P.M. Workshop with the Assessor re: Property Audit**

## **7:00 P.M. Call to Order**

Present: Councilors Copp, Edes, Gruber, Stiles, Storey-King, Turner and Vail

### **I. APPROVAL OF MINUTES**

Motion by Councilor Gruber, seconded by Councilor Stiles, to accept the June 17, 2019 meeting minutes as presented.

VOTE: 7-0 UNANIMOUS

### **II. MANAGER'S REPORT**

None

### **III. PUBLIC DISCUSSION**

None

### **IV. LEGISLATION AND POLICY**

## **19 – 088 To hear a report from the Assessor re: FY19 Property Audit.**

Tax Assessor, John Brushwein presented the following:

### CUMBERLAND PROPERTY INVENTORY UPDATE

E-MAIL – [propertyupdate@cumberlandmaine.com](mailto:propertyupdate@cumberlandmaine.com)

Phone: 558-9138

1

### PROJECT INFORMATION

- Why was the Property Inventory necessary?
- What types of changes were made?
- What are the results of the changes?
- What notification will property owners receive?
- Can the Town retroactively tax for omitted additions/decks/outbuildings?
- Why were there so many discrepancies?
- What can I do if I disagree with the valuation of my property?

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## WHY THE PROPERTY INVENTORY WAS NECESSARY

- **EQUITY** – The goal of the assessment process is to assure that similarly situated properties with similar improvements are treated equally
- Not all Building Permits were reviewed
- Occupancy Permit inspections revealed data omissions/errors
- After-the-fact permits resulting from real estate sales/listings
- Taxpayer notifications

3

## CHANGES THAT WERE MADE

- **Omissions** – decks, additions, outbuildings, patios, generators, finished basements, finished bonus rooms above garages
- **Errors** – Story height errors, dimensional errors, bathroom counts, bedroom counts, heating and cooling
- **Conversions** – Porches converted to living space, attached garages converted to living space
- **Condition** - major renovations, new siding, roofing, windows
- **Demolition** – outbuildings, swimming pools, decks

4

## RESULTS and NOTIFICATION

- Over 2300 properties experienced some value change (82%)
- 15% of the changes were negative amounts
- 73% of the changes were less than \$20,000 assessment increases
- 12% of the changes were over \$20,000 assessment increases
- Total Valuation change \$21,205,000 (1.5% of total taxable value \$1,380,000,000)
- Property Owners with an increase of more than \$20,000 will receive a notice in the mail informing them of the change in assessed value. The notice will indicate the 2018 assessed value and the 2019 assessed value along with other pertinent information.

5

## RETROACTIVE TAXATION

- State law prohibits supplemental taxation for errors in valuation so any change made as a result of the Inventory Update will only affect taxes going forward.
- Likewise, any property that experienced a decrease for an error in valuation cannot seek a refund for past years.

6

## DISCREPANCY CAUSE

- The last full revaluation (measure/list) was in 2001 (Private Company)
- After that there was a full time assessor until 2004
- In 2004 the Town of Cumberland entered into an agreement with the Town of Yarmouth to share the assessing position.
- In 2012 the assessor took a full time position in another municipality, and the Town joined the Cumberland County Regional Assessing Office.
- A municipality having adequate staffing, can review 25% of the properties annually which will keep records accurate.

7

## VALUATION APPEAL

- After the commitment of taxes (generally the 1<sup>st</sup> week in August), property owners have 185 days to file a formal abatement request with the assessor. (Deadline is typically beginning of February)
- Appeals must be made to the total value of the property, an appeal cannot be made on just the land or just the building portion of the assessment.
- The Law Courts have established that the burden of proof for sustaining an assessment appeal is on the taxpayer. The assessment is presumed valid.

8



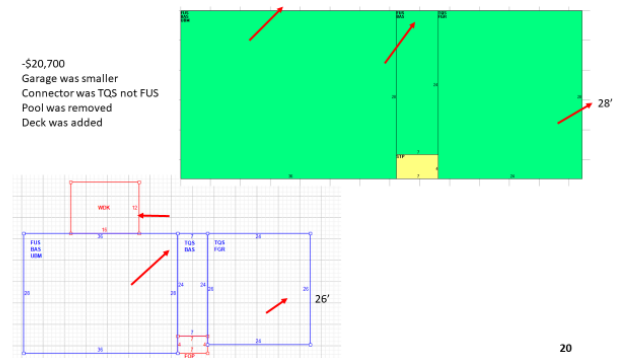
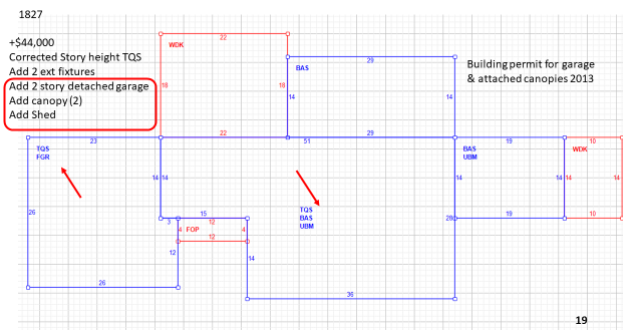
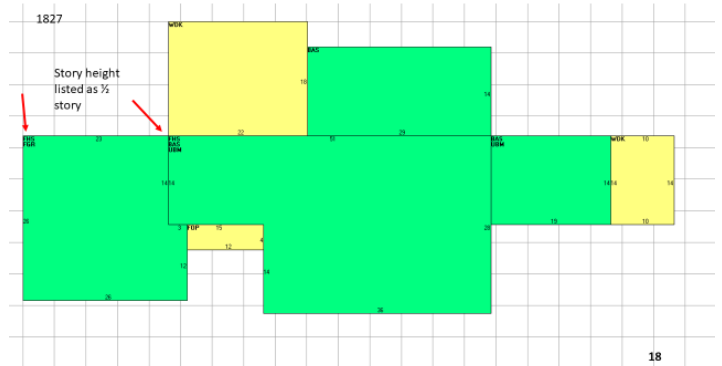
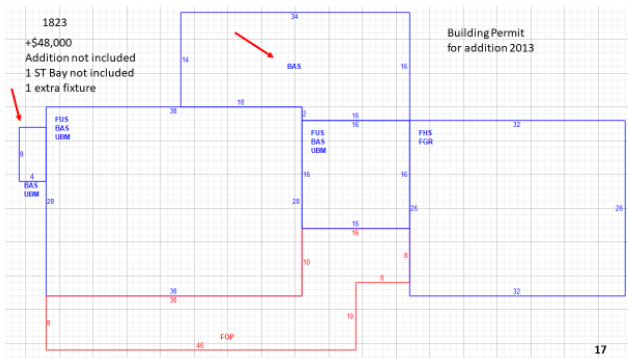
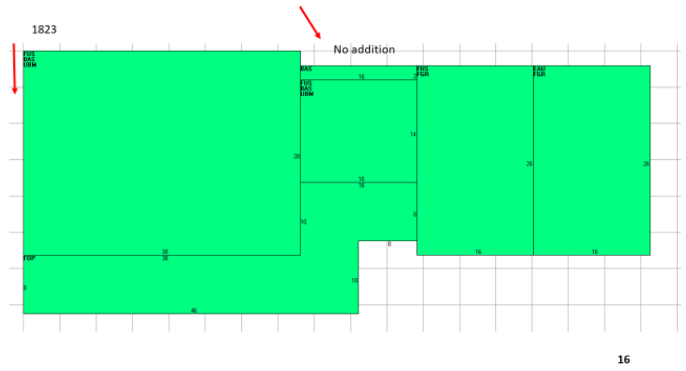
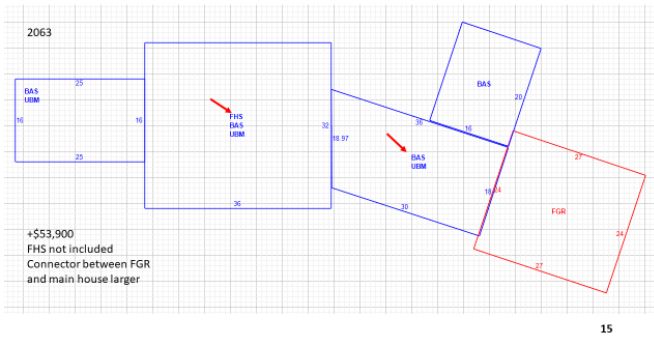
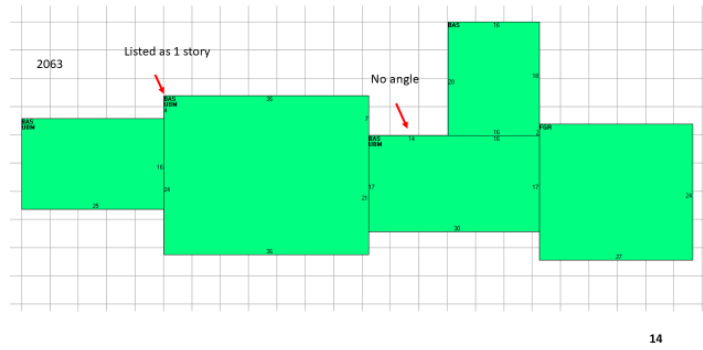
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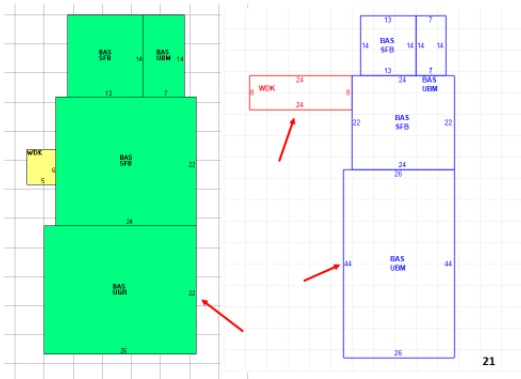
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This is an example of 2 homes in the same neighborhood with the same dormer that were assessed differently.





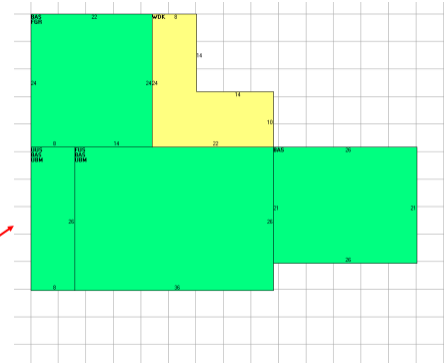
100133  
+\$35,000  
Main Dwelling  
missing 22'x26'  
Add deck



21

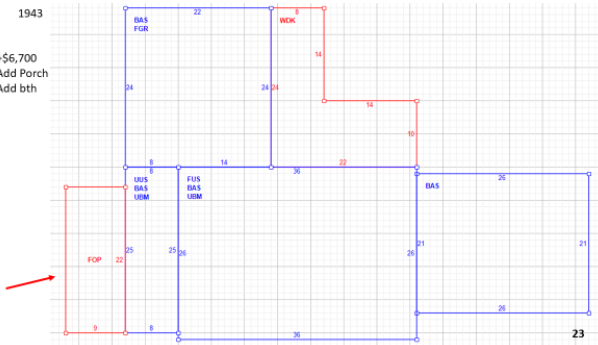
1943

No Porch



22

1943  
+\$6,700  
Add Porch  
Add bth

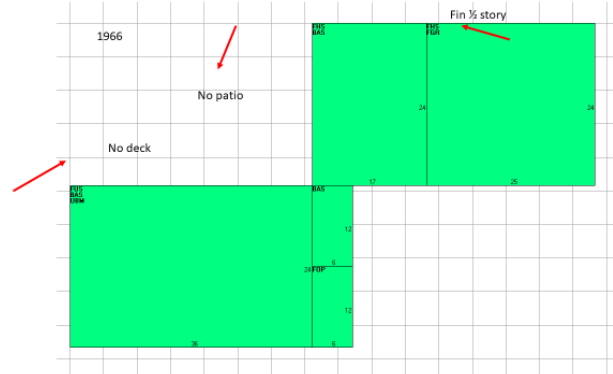


23

1966

No patio

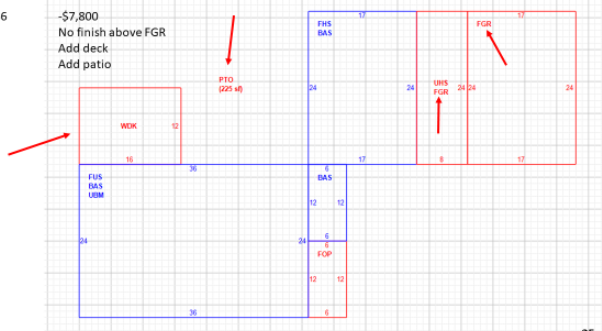
No deck



24

1966

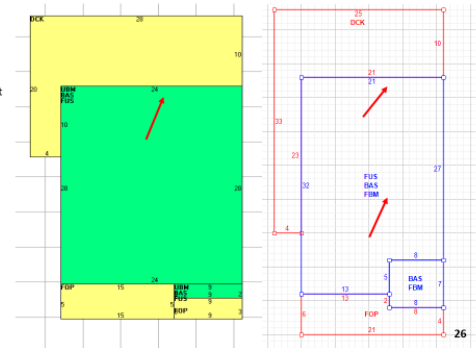
-\$7,800  
No finish above FGR  
Add deck  
Add patio



25

103124

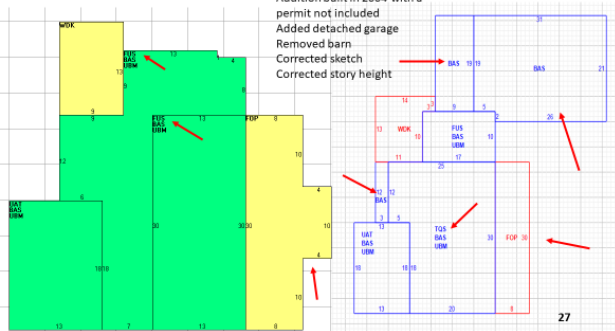
-\$4,000  
House is smaller  
Add finished basement  
Deck slightly larger



26

1532

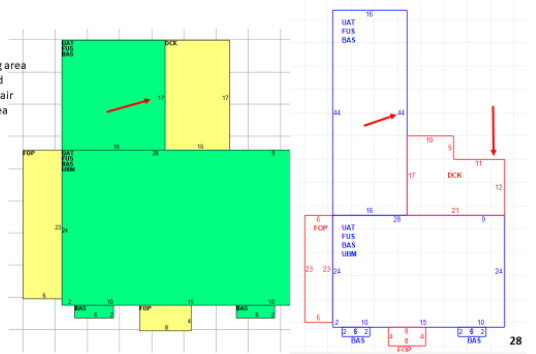
+\$52,300  
Addition built in 2004 with a  
permit not included  
Added detached garage  
Removed barn  
Corrected sketch  
Corrected story height



27

2647

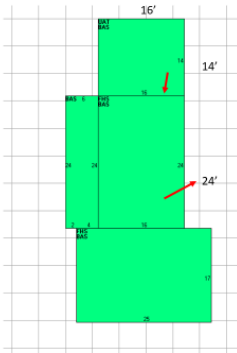
\$92,000  
864 SF living area  
not included  
Add central air  
Add DCK area



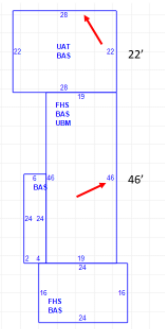
28

2634

+ \$77,000  
Correct living area +  
1100SF living area  
Add shed



28'

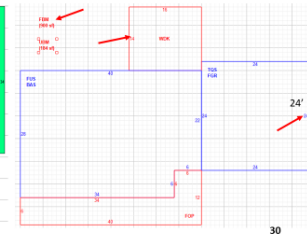
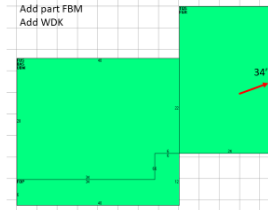


29

100300

- \$4,500  
TOS/FGR 240 SF  
less than shown  
Add part FBM  
Add WDK

Built 2001



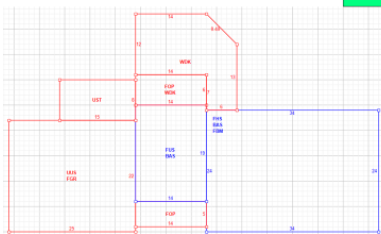
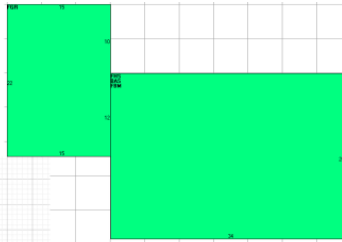
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TOWN OF CUMBERLAND ASSESSOR'S OFFICE  
290 TUTTLE ROAD  
CUMBERLAND, ME 04021

EMAIL – [propertyupdate@cumberlandmaine.com](mailto:propertyupdate@cumberlandmaine.com)  
Phone: 558-9138

3164

+ \$55,400  
Addition  
Add 2 story FGR  
Add Shed  
Add WDKs  
Add FOPs

Building Permit  
2007

31

32

Tim Michalak of 31 Shady Run said that when building permits have been issued, it is not rocket science to follow up to make sure people are being taxed properly. When the Town has a revenue event, shouldn't someone be charged with reviewing it?

Town Manager Shane said that when we starting seeing inequities some properties, it was realized that something in our process was broken. We met with the Board of Assessment Review and the Town Council and came up with a plan to fix it, which the Assessor has spent the past year and a half doing.

**19 – 089 To hold a Public Hearing to consider and act on authorizing the Town Manager to execute a purchase and sale agreement for the sale of a portion of Twin Brook Recreation Area on Greely Road to Jeff Storey. TABLED**

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

VOTE: 7-0 UNANIMOUS

**19 – 090 To hold a Public Hearing to authorize the issuance of up to \$7,000,000 in general obligation bonds for the purpose of financing improvements to Town facilities, including renovations to Town Hall and the Town garage, a new compost and brush area, and the purchase of a new ladder truck for the Fire Department. (Note: up to \$2,000,000 of said issuance may be allocated to construct a facility to be leased by the MSAD for its buses if the MSAD chooses to stay in Cumberland. If the MSAD moves to North Yarmouth, the bond amount will be reduced to \$5,000,000.)**

Town Manager Shane presented the following overview of each of the components in the proposed bond:

**The Council Chambers: \$150,000**

The Council Chambers has reached its capacity as our primary voting area. With this proposed expansion created by removing and replacing existing no-bearing walls with collapsible walls, which can be reconfigured to fit our needs, the Town Hall can continue to serve as our primary meeting and voting space. The Town Clerk has prospered a more detailed memo for your review, but the overview is as follows:

**Current Voters** 7,001 + booths needed 36 (200 per voter)

Room Square Footage for Voting = 1,190 SF

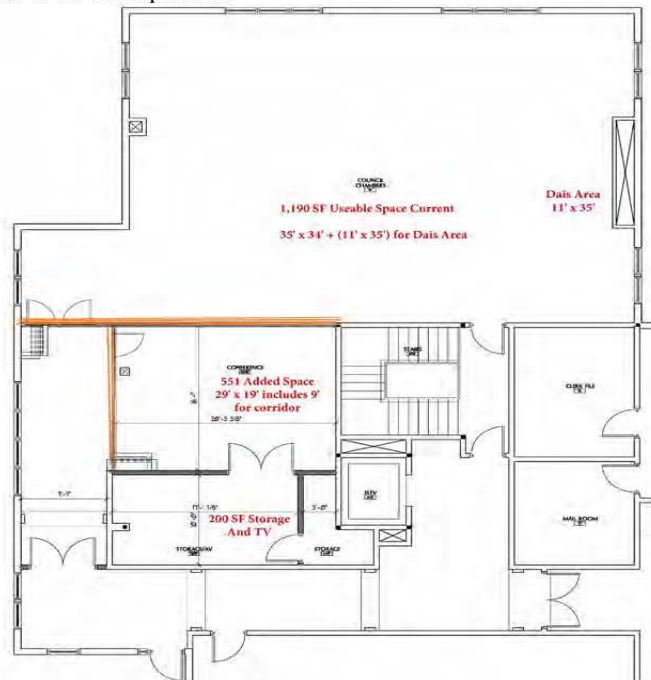
**Proposed Capacity** = 48 booths = 9,600 voters

Room Expanded by 551 SF or 32% increase

More Room for Voter Intake

More Room for Ballot Processing and Exiting

**Cost** \$150,000 or \$272 per foot

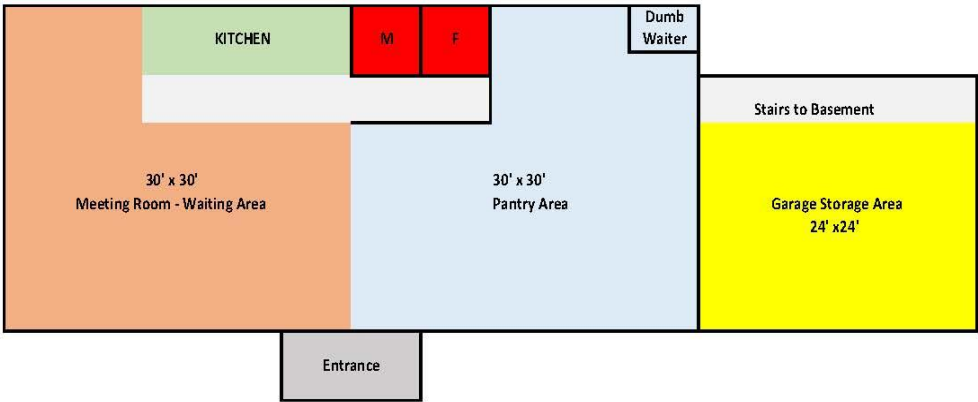




Food Pantry- Senior Meeting Space (\$150,000) – 60 car Parking lot \$190,000

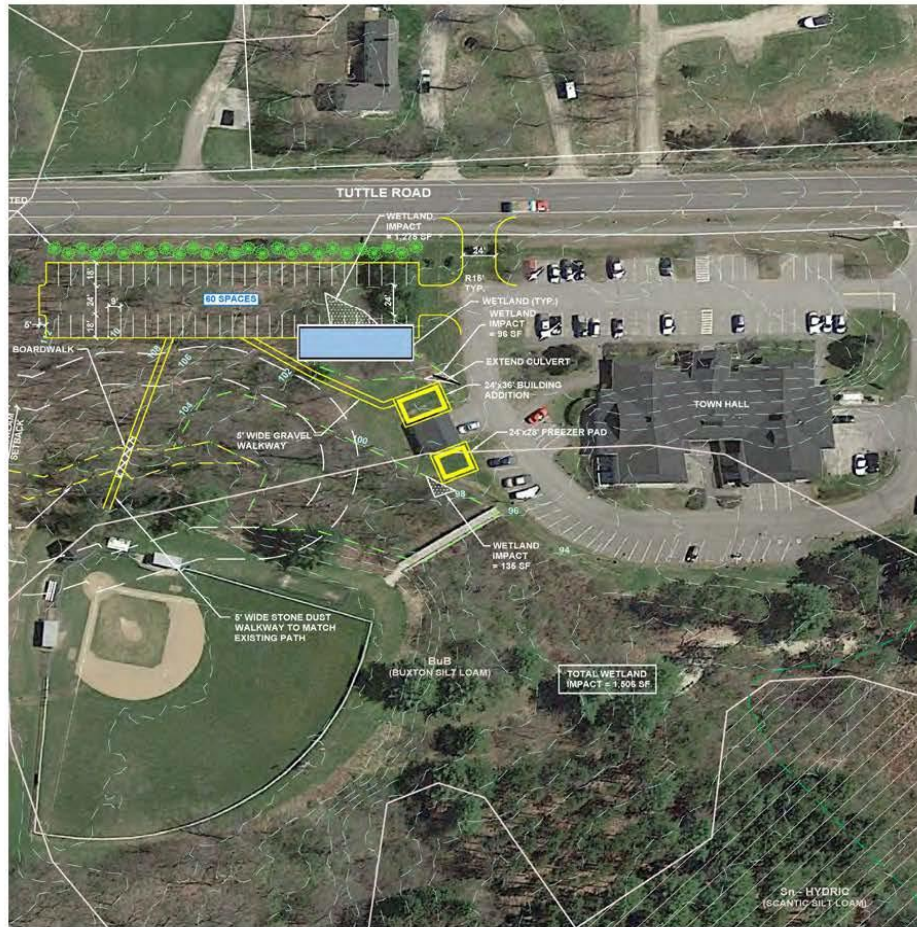


Similar style house (no steps) with garage on right side – to access daylight basement entrance



The Town Council chose not to include this in the bond. The Council supported the concept and approved the location (the shaded blue box on picture below), but asked that all funds be raised through a fundraising process, not the bond process.

The second piece of this item is the parking lot at expansion at Town Hall (see picture below). This would create a new entrance off Tuttle Road and add 60 spaces.



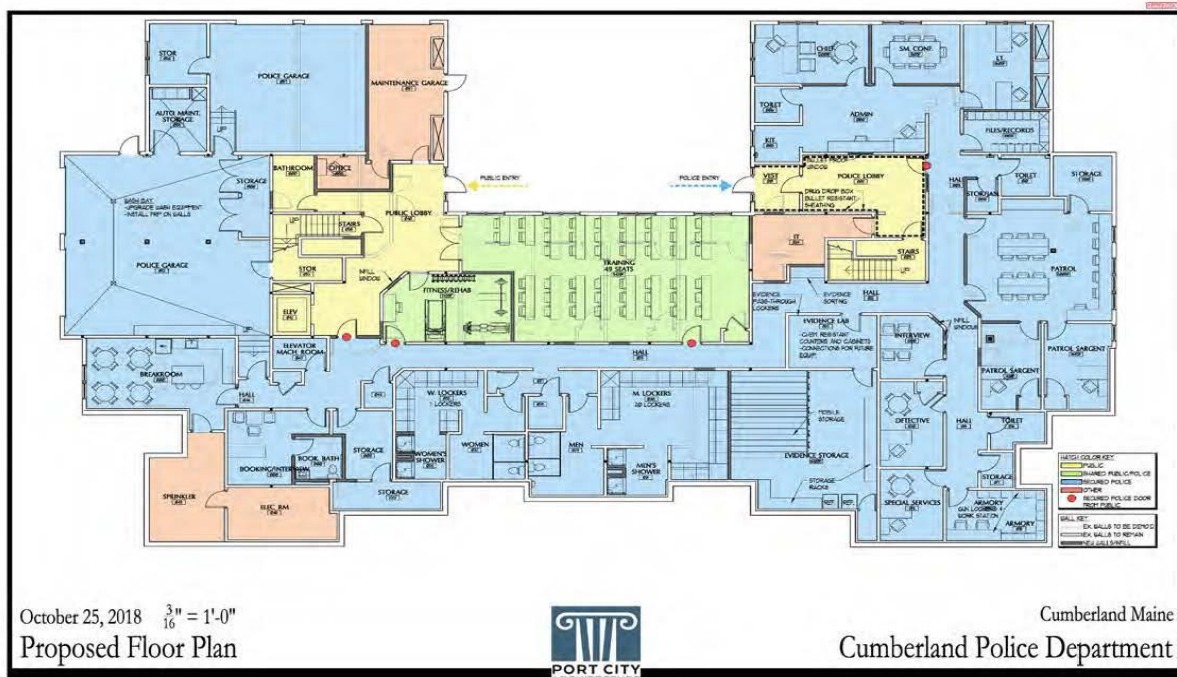
**Phase 1** would be the permitting and new parking area. The parking lot would be able to accommodate all Town Hall functions, Little League overflow, the Farmer's Market, the Food Pantry and senior meeting room area. The cost for the parking area would be \$190,000

**Phase 2** would be the building of the Food Pantry / Senior Center. The 84' x 30' structure would be budgeted for \$150,000 and require additional fund raising and contributions from the Food Pantry to complete. I'd hope that we could make this a "community build" project where components are subcontracted, but residents could assist in the construction.

## Police Station Retrofit – Phase 1- Unknown at this Time

Any work to the Police Station requires the Food Pantry to vacate the existing garage bays. Port City Architects did a preliminary design report for us for budgeting purposes and estimated a \$1.6 million investment was needed. That design has not been reviewed or prioritized as of yet by the Town Council, and there are several policy questions which need occur around the department continuing to stay in Town Hall or moving into another building.

I have attached the report for our review and the Council may wish to take this on as part of its work plan for FY 2020 before any decisions are made related to reconfiguration of the space downstairs.



This Police Department renovation will not be part of the bond process, but rather part of the Capital Improvement Plan in the future. It is an important item to make the Council and the public aware that over the next year or so we can be talking about this.



### Sand Salt Building \$500,000



*110' x 60' Saco PW Salt / Sand Building – 600 CY of Salt Shown*

Our building would be about 20' wider. We estimate the building to be close to \$300,000 installed and the site work, fencing, paving to be close to \$200,000. With no land costs and some of the access road constructed as a part of our agreement with Storey Brothers, we have saved considerable dollars on this project. I anticipate this being ready for Planning Board by October with a potential late winter early spring construction schedule.

Trucks will be able to be loaded inside and dumped inside to better manage both sand and salt piles. The aprons in front of the building will be sloped to the inside to keep any potential run off inside the building.





Ladder Truck \$1.4 M – 25 year life expectancy



The Finance Committee vote 2-1 to move forward with the \$5M (for Town Only projects) which includes the Fire Truck.

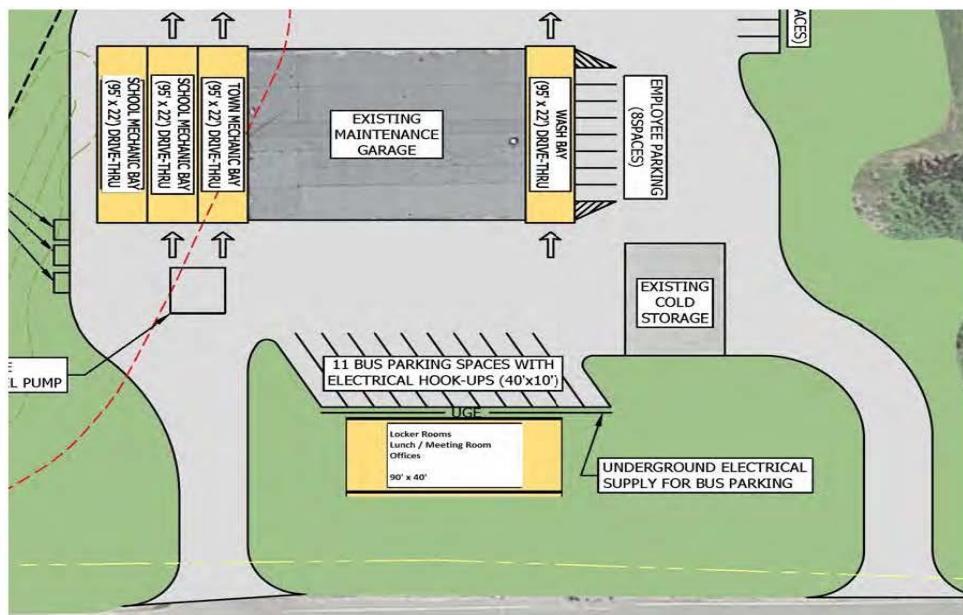
Delaying the Purchase of the new Ladder

- \$50,000 to \$100,000 Repair cost
- Each one tenth of a percentage point in interest on bond is \$50,000
- Cost increase expected to be \$100,000 in the next 12 months
- Assume 4 year delay \$100,000 Repair + \$100,000 interest (2.7%) + \$200,000 \$Increase = **\$400,000**

Avoided Bond & Interest on \$ 1.4 M (28%) of \$5M Bond

$\$62,500 + \$371,875 + \$365,625 + \$359,375 = \$1,159,375 \times 28\% = \$324,625$

### Town Garage Additions \$2.75 M



<b>Town Garage</b>	<b>\$4,260,000</b>		
Wash Bay 92 x 22			\$800,000
3 Mechanic Bays	2,200	\$300/SF	\$1,980,000
Support Areas 90 x 40	3600 SF	\$300/ SF	\$1,080,000
Locker Room	1200 SF		
Lunch/ Meeting Room	1200 SF		
Offices	1200 SF		
Lot Restoration			\$400,000

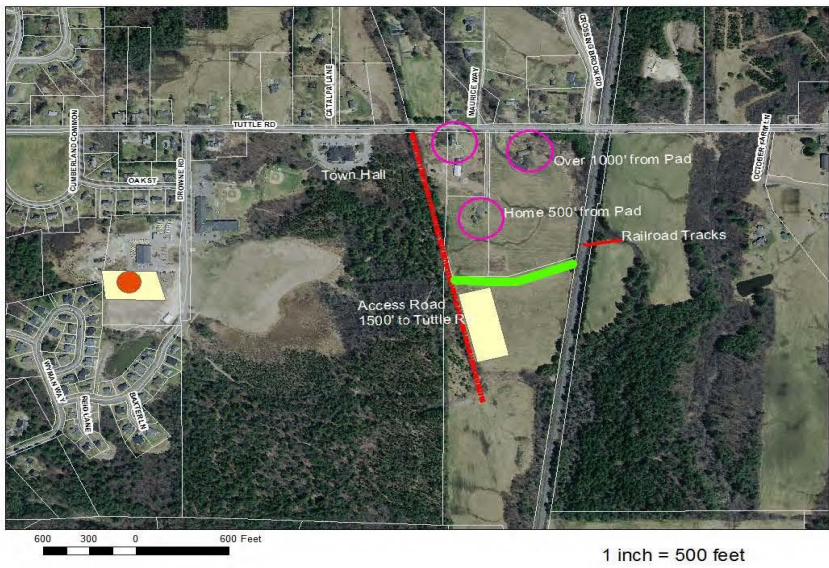
<b>Total Garage Area</b>	<b>\$4,260,000</b>
<b>Town</b>	<b>\$2,260,000</b>
<b>School</b>	<b>\$2,000,000</b>
	<b>\$4,260,000</b>

This project will convert the existing construction operation center into a maintenance complex. The restoration of the existing site will be planned with members of both neighborhoods and the Planning Board.

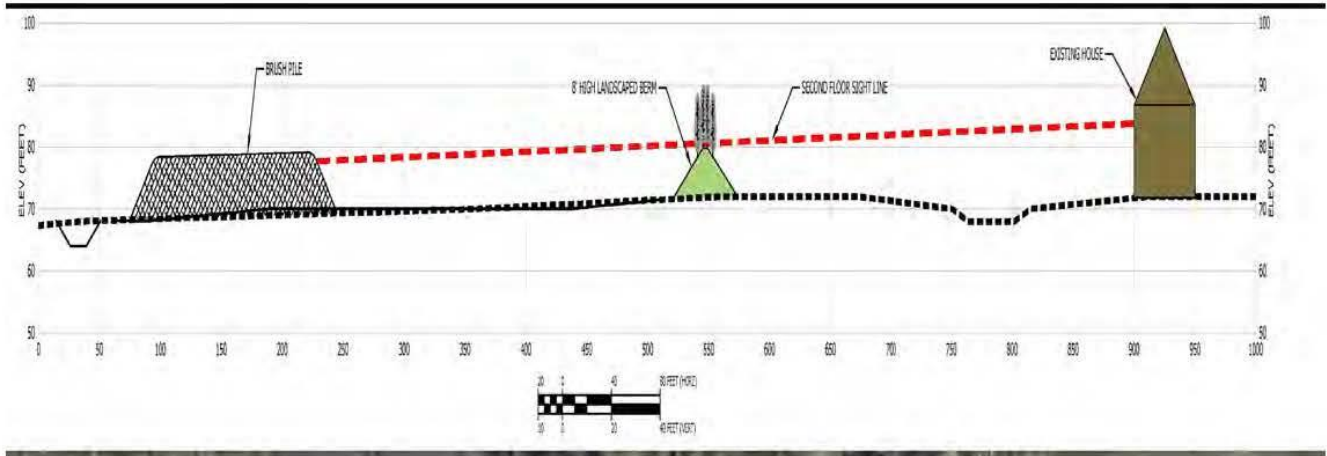
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Exact locations of buildings will require assistance from the MDEP. The Planning Board will be required to review the entire application once MDEP approvals are obtained. The building addition will include a drive through wash bay capable of undercarriage washing and power blasting of all the Town and School vehicles. 3 mechanics bays to optimize lifts, tools and manpower in the assistance of maintaining both fleets even though under separate employment. Locker rooms, lunch room and meeting room facilities will also be added. The plans are conceptual at this time. The plan would be to work with School and Town staff to develop the final concept plan than work to hire a Construction Manager to bring the project in at budget. The biggest decision that needs to be made on this project is whether the MSAD 51 bus facility stays in Cumberland or moves to North Yarmouth. The costs are identical and either choice has been supported by the Town Council in a previous vote of support for North Yarmouth. The project is designed to be expanded or collapsed based upon the MSAD 51 decision.

**Compost & Brush Pad \$275,000 + \$75,000 Berm + Access Road \$150,000**







*The Site line above (red dashed line) depicts the view from the second story window  
Of the current home located approximately 500' from the facility. The green mound in the center  
Of the diagram is a planted berm required by deed restriction.*

The brush and compost pad are being located on part of a 34 acre parcel of land the Town purchased for a Town Garage complex when it believed the current location would be sold for redevelopment. The land is suited for multiple uses and the Compost & Brush area is just one of the potential future uses. The location diagrams to date are conceptual. The challenge with the site is obviously the distance from Tuttle Road. At nearly 1,500', the location of the new site requires a road to allow for two way traffic. Utilities are not contemplated at this time, nor is paving.

Investment in costly utilities will only come as future demands for development on this property occur. This property is located in the Town's designated growth area and is close to natural gas, town water & sewer. The current access road will allow for future utilities.



## **How Do We Pay This?**

The Finance Committee has been looking at these projects for some time and have developed a Bond Reserve Fund to help lessen the impact of debt payments over time. Debt is added when other debt is retired and when other sources of funding such as TIF funds can be leveraged to make the project more budget neutral.

### **Basic Inputs**

We are a community with a property value of \$1.4 Billion. Everything we do is spread over that value to calculate tax rate and the annual property tax levy. Bonds with our credit rating have historically cost the Town of Cumberland \$80,000 for every million borrowed over a 20 year bond life cycle. So a 20 year Bond for \$7M would be 7 million X \$80,000 per million = \$560,000 per year.

\$560,000 divided by \$1.4 Billion divided multiplied by 1000 for mil rate impact (cost per thousand of value) =

$$\frac{\$560,000}{\$1,400,000,000} \times 1,000 = \$0.40 \text{ per thousand} \quad \$408,000 \text{ home} \times \$0.40 = \$163.36 \text{ per year}$$

A Lease Purchase with MSAD 51 would lower this cost by about \$00.12 per thousand as the \$160,000 per year from the MSAD would go to pay for their portion of the new garage (if they choose to stay here). With the MSAD, about 71% of the cost of everything is paid for by the Town of Cumberland and 29% by the Town of North Yarmouth.

Then how debt is ramped up to lessen the impact and how best to use Debt Reserve funds is looked at and discussed each year during Finance Committee meetings and annual budget deliberations.

This was the impact over the next several budget cycles:

FY	CURRENT DEBT	PROJECTED ADDTL	Total GF Projection	Add (Use) Debt Svc Rsrv	Projection w DSR	GF Budget Impact		
	Current GF	\$5M Bond						
FY19	\$1,044,850		\$1,044,850	(\$75,826)	\$969,024			
FY20	\$1,074,324	\$62,500	\$1,136,824	(\$141,824)	\$995,000	\$25,976		
FY21	\$1,140,894	\$371,875	\$1,512,769	(\$417,769)	\$1,095,000	\$100,000	\$0.08	FY21
FY22	\$1,167,874	\$365,625	\$1,533,499	(\$363,499)	\$1,170,000	\$75,000	\$0.06	FY22
FY23	\$1,153,049	\$359,375	\$1,512,424	(\$267,424)	\$1,245,000	\$75,000	\$0.06	FY23
FY24	\$968,857	\$353,125	\$1,321,982	(\$1,982)	\$1,320,000	\$75,000	\$0.06	FY24
FY25	\$915,166	\$346,875	\$1,262,041	\$132,959	\$1,395,000	\$75,000	\$0.06	FY25
FY26	\$889,880	\$340,625	\$1,230,505	\$209,495	\$1,440,000	\$45,000	\$0.03	FY26
FY27	\$857,867	\$334,375	\$1,192,242	\$292,758	\$1,440,000	\$0		
FY28	\$842,222	\$328,125	\$1,170,347		\$1,170,347		\$0.26	
FY29	\$796,932	\$321,875	\$1,118,807		\$1,118,807			
FY30	\$781,931	\$315,625	\$1,097,556		\$1,097,556			

Since the lease purchase would be applied to the \$2 million of school buildings, the cost and impact was factored on a \$5M bond versus a \$7 million dollar bond to show actual tax impact. Obviously the extra \$00.12 has to be paid somehow and using the 71% & 29% split we would ultimately see about \$00.085 reflected as an increase in our annual school assessment for education.

Tax bills in September 2020 (FY 21) will realize a tax increase for this bond issuance of approximately \$8 for every \$100,000 thousand home value - \$408,000 or \$32.64 for the average valued home.

Since the Finance Committee looks at this fund at the end of every fiscal years and tries to add money to further lessen future impacts, the actual impact will most like be much less. Being very conservative, if no monies were added to this reserve fund, the full impact of the bond would be \$114.24 per year. Each year however we have added more value and as more value is added the impact to all taxpayers is lessened.

Chairman Storey-King opened the Public Hearing.

Public discussion: Hall Thompson of 240 Greely Road said that he would like to see a simple, one page spreadsheet available on the Town website with the details of the bond.

Lou Gallaudet of Range Road urged the Town Council to find ways to save money and not spend it. She emphasized that we are a very small town and this idea that we need so many things seems incorrect to her. Over the last decade, we have had numerous large items such as, school additions, a new fire station, public lands, and she thinks that all of these things have been wonderful additions, but she questions the idea that we need more voting space, more police space, and a new building for our food pantry. The food pantry is a great thing for our community, but it is funded privately. If the Town takes on debt service that includes a building for it, then residents of our Town are going to be paying for it. She was delighted to hear that the Town Council decided that the new food pantry building should be privately funded. She does not feel that we need more meeting space for seniors. We have meeting space at the new performing arts center, the new fire station and the library. We need to find ways as a small town to use and reuse what we have.

Bob Knupp of Hawkes Ridge asked what process was used by the Council and Town Manager to obtain competitive bids for the fire truck.

Town Manager Shane responded that the Town Council put together a small committee of Fire Department members to look at all the vendors and the trucks that would be available to us. That committee came back in February with a recommendation of the truck to be purchased. This has historically been the process that the Town has used.

Mr. Knupp said that maybe some consideration ought to be given to what is available for good, sturdy fire trucks. He read that Portland's Munjoy Hill fire station will be closing their facility and they may have a ladder truck to sell. Maybe we should think outside the box. Mr. Knupp asked if the school will pay for their portion of utilities and insurance at a shared facility and what the professional costs are related to a \$7,000,000 bond.

Town Manager Shane said that the school has already partnered with us at the Town garage. They will and have been sharing utility costs and insurance costs. There has been no issue with collaboration between Town staff and school staff. The costs related to the bond will be approximately \$30,000 for bonding agent fees.

Steve Moriarty of 12 Oak Street asked if the Farmer's Club was asked to accommodate only the composting operations and what was their response?

Town Manager Shane said that the development costs were getting to be very expensive and the Farmer's Club wanted to lease us the property, which was a deal breaker for the Town.

John Leavitt said that he appreciates the work that the Town has done in looking for a new location for Public Works operations, but is also disappointed that we have not been able to find a reasonable location for a new facility. He wishes that there was some way that we could further develop the Tuttle Road site and relocate the entire operation there.

Ken Leeman of 3 Tacoma Lane said that he is concerned with the conceptual plan for the Public Works garage and the busses being parked in the front on Drowne Road. He suggested moving the bus parking to the back. When the school was open, idling was not allowed in front of the school due to concerns about the exhaust fumes. There are people in the senior housing facility who can smell the fumes and putting the busses in front will only exacerbate that situation. He also suggested a better berm to block the view for the Village Green neighborhood.

Kimberly Couch of 78 Wyman Way asked if the closing of the brush dump by December 1<sup>st</sup> was still the deadline even if the bond does not approved.

Chairman Storey-King explained that we have contingencies in place to make sure that it is moved and the current location will be closed by December 1<sup>st</sup>.

Shawn McBreairty of 1 Willow Lane and president of the snowmobile club said that the club has a clubhouse behind the Public Works garage and he hopes that they can be part of the process if the clubhouse is affected by the redevelopment of the Public Works facility.

Tim Michalak of 31 Shady Run Lane said that he is in favor of a new fire truck and he believes that the Public Works employees need a better space, but in regard to the food pantry, he does not support adding rooftops and pavement. We have enough meeting space and there seems to be a lot of overlap with surrounding towns all having food pantries. We should try to be more regional.

Beth Waldman of Wyman Way asked what would happen if DEP doesn't approve some part of the Public Works facility conceptual plan because of the methane. If we have bond approval for 7 million dollars and something happens with the conceptual plan, what happens?

Town Manager Shane said that DEP has been all over the site, and we will be working very closely with them. The next three months will be critical in telling us where we can and cannot place buildings. The final vote to approve the bond, for up to 7 million happens tonight, but the exact bond amount will be reported back to the Council in November. By then, we will know exactly where the buildings can be located, the size of the buildings and an exact cost. The bond will likely be closer to 6 million dollars by November.

Shannon Walton of Winterberry Court asked how long the lease agreement would be for the busses.

Town Manager Shane said that the lease agreement would be for a minimum of 20 years, which is the length of the bond.

Cathy Wright of Skillin Road said that we have been kicking this can down the road for a long time. If we had stuck to our original plan of relocating the entire facility to Tuttle Road, near the railroad tracks, we wouldn't be facing this. She thinks that the entire operation should be relocated to Tuttle Road. We should also think about a train depot there with a parking lot for ride sharing in the future.

Comment received by email from Teri Maloney-Kelly of Maloney's Ridge Way:

*I'm writing to request that all projects being presented in the proposed \$7,000,000 bond be closely looked at in the interest of keeping the tax implications as low as possible. I am unable to attend tonight as I have to work. However I felt it important to weigh in on the various proposed expenditures given the financial impact to me and the other taxpayers in Town.*

*Ladder truck: I learned 20 years ago any opposition to this type of expenditure is nothing but background noise to the Council.*

*Public works facilities: This line item appears very high. I see no reason for Cumberland to be duplicating the same equipment/space/activities for those operations also being done or available in North Yarmouth.*



*Salt/compost facilities: Now that Village Green got their way and the Town has agreed to move these items, there is not much anyone could say that would make any difference.*

*Senior center/food pantry: As a citizen who has been an active volunteer for both of these activities since their inception this one is the hardest line item for me to buy into. As an AIP volunteer we do not have enough participation at any of our ongoing activities to warrant a dedicated space. We have partnered with our community organizations for our activities and I feel this has worked well. It appears to me the real issue is the pantry and the space it occupies. If we need to move the pantry it should not be put on the backs of the Cumberland taxpayers. We serve 3 other towns in addition to Cumberland. It is my opinion these other towns should be involved in what happens and any financial impact it requires. This line items hits our citizens who can least take it on. Ultimately our pantry patrons will be paying more for the service they get. After all they are taxpayers or renters who get the trickle down from increasing our taxes.*

*Town Hall: Building out more space for a few activities that happen throughout the year seems ridiculous to me. Folks have the option to avoid a line on Election Day by absentee voting. Kind of like the Maine Turnpike. If you choose to travel south on Sunday afternoon in the summer you can expect delays. For those Town Council meetings in which a large turnout is anticipated why aren't we using the Performance Arts space or available space at our schools? As far as providing more comfortable accommodations for the police to do their paperwork I suspect there is ample space at the new fire station they could access. After all they are all part of the same department of Public Safety and tend to both go to many of the same service calls. So they are working together daily. Only seems logical to me.*

*So as you can see I find the requested \$7,000,000 is inflated. I ask that you too look fairly at each request and do the right thing especially in the interest of middle and lower class citizens already struggling to remain in the Town they have lived in for decades.*

Chairman Storey-King closed the Public Hearing.

Councilor Vail said that he would support a bond that would be limited to relocation of the sand/salt shed on Middle Road and the compost pad to Tuttle Road. He would be interested in more discussion on the Town Garage, but right now, he would support the bond for only those 2 pieces.

Councilor Gruber said that he wanted to clarify that in order for the Food Pantry to receive support from Good Shepard Food Bank, we had to assume certain communities in which to serve. He will support the entire bond.

Councilor Edes said that he supports certain parts of the bond, but he feels that the purchase of a fire truck can be delayed. If we are able to knock the bond amount down to 6 million, why can't we finance the railroad quiet zones and get that issue behind us? He supports the Public Works and Town Hall items, but those are not enough for him to vote in favor of this.

Councilor Stiles said that he supports the entire bond package, but with fine tuning the numbers that go with each item. We keep hearing comments about working with other towns. We have tried and tried and we cannot get anyone to agree to work with us. We have to do something. He hopes that a developer will come along and build an assisted living facility on the Tuttle Road site. This is something that is needed, as well as affordable housing. He cannot understand why we have to reserve 2 million dollars in a bond for the school and North Yarmouth to make up their minds on the busses.

Councilor Copp said that he supports this bond with the participation of the school.

Councilor Turner said that he also supports the bond. It has been a foregone conclusion that the Town Garage, the brush dump and the sand/salt shed would not all stay together. The only site that they could have all gone on and that made some sense was the Skillin Road site. The land that the Town Garage sits on now has gone valueless and we don't have any other alternatives. He feels that the bond will be considerably less and he also hopes that we will be able to deal with the railroad quiet zone issue.

Chairman Storey-King said that she will also be supporting the bond and also hopes to address the railroad issues. Privatization and collaboration efforts are made even more challenging by the workforce shortage.

Motion by Councilor Gruber, seconded by Councilor Turner, to adopt the Cumberland Town Council Order Authorizing the Issuance of General Obligation Bonds and Notes not to exceed \$7,000,000 in its entirety by reference thereto, which Order is incorporated in full into the minutes of this meeting (below).

VOTE: 5-2 (Edes and Vail opposed)                      MOTION PASSES

**CUMBERLAND TOWN COUNCIL ORDER  
AUTHORIZING THE ISSUANCE OF  
GENERAL OBLIGATION BONDS AND NOTES**

**WHEREAS**, the Town desires to issue its general obligation bonds in an aggregate principal amount not to exceed \$7,000,000 and to appropriate the proceeds thereof to finance the Project described in this Order;

**NOW, THEREFORE**, be it voted, resolved, and ordered by the Town Council of the Town of Cumberland, Maine:

**Section 1: Appropriation.** The sum of up to \$7,000,000 is hereby appropriated, from the proceeds of the Bonds and Notes herein authorized, to finance costs of the following: 1.) \$1,400,000 for a new ladder truck for the Cumberland Fire Department; 2.) \$5,150,000 for improvements to the Public Works facility located at Drowne Road including a wash bay, locker rooms, a lunch room, sand and salt storage, compost and brush pad, mechanic's bays, and restoration of the lot; 3.) \$150,000 for the construction of a senior center and food pantry at 290 Tuttle Road 4.) \$150,000 for improvements to Town Hall related to the conduct of elections; and 5.) Renovations to Town Hall for the Police Department, and which Bonds and Notes may also finance costs of issuance of the Bonds and Notes and capitalized interest of up to three years on the Bonds and Notes (the "Project").

**Section 2: Authorization of Bonds.** For the purposes of financing the aforesaid appropriation, pursuant to the Town Charter and all other authority thereto enabling, there is hereby authorized and approved the issuance of the general obligation bonds (the "Bonds") of the Town in an aggregate principal amount not to exceed \$7,000,000. The Bonds shall be designated "Town of Cumberland, Maine, 2019 General Obligation Bonds." The proceeds of the Bonds and any Notes in anticipation thereof shall be used to finance the costs of the Project.

**Section 3: Authorization of Notes.** The Treasurer is authorized to borrow money in anticipation of said Bonds by the issuance and sale of notes or renewal notes in anticipation thereof (the "Notes"). Any notes issued in anticipation of the Bonds shall be designated "Town of Cumberland 2019 General Obligation Bond Anticipation Notes."

**Section 4: Interest Rates and Details.** The Treasurer is authorized to determine the date(s), form(s), interest rate(s) (which interest rate may be a fixed rate or a variable rate or some combination of the two), maturities and all other details of each issue of the Bonds and the Notes, including the form and manner of their sale and award. The Bonds and any Notes shall mature at the times and shall be in the amounts, and be dated as of such date, bear interest at the rate or rates and be in such form and contain such terms and provisions (including but not limited to early redemption provisions, if any) as the Treasurer may hereafter determine or authorize.

**Section 5: Redemption; Execution.** The Treasurer is authorized to provide that any of the Bonds and Notes be made callable, with or without premium, prior to their maturity, and each Bond or Note issued hereunder shall be signed by the Treasurer, shall be countersigned by the Chair of the Town Council, and shall be sealed with the seal of the Town, attested to by its Clerk.

**Section 6: Financial Advisor; Underwriter.** The Treasurer is authorized to select a municipal advisor and/or an underwriter for the Bonds and Notes, and the Treasurer of the Town is authorized and empowered to execute and deliver such contracts or agreements as may be necessary or appropriate in connection therewith.

**Section 7: Official Statement.** The Treasurer is authorized to prepare, or cause to be prepared, a Notice of Sale and/or a Preliminary Official Statement and an Official Statement for use in the offering and sale of the Bonds and/or Notes, such Notice of Sale, Preliminary Official Statement and Official Statement to be in such form and contain such information as may be approved by the Treasurer, with the advice of the bond counsel for the Town, and that the distribution of the Notice of Sale and/or Preliminary Official Statement and the Official Statement in the name of and on behalf of the Town in connection with offering the Bonds and/or Notes be and hereby is approved.

**Section 8: Transfer Agent.** The Treasurer is authorized to select the registrar, paying agent and transfer agent (the "Transfer Agent") for the Bonds and Notes and to execute and deliver such contracts and agreements as may be necessary or appropriate to secure their services.

**Section 9: Registration.** The Bonds and Notes shall be transferable only on registration books of the Town kept by the transfer agent, and said principal amount of the Bonds or Notes of the same maturity (but not of other maturity) in the denomination of \$5,000 or any multiple thereof (or such other minimum denomination as the Treasurer shall establish) upon surrender thereof at the principal office of the transfer agent, with a written instrument of transfer satisfactory to the transfer agent duly executed by the registered owner or his attorney duly authorized in writing. Upon each exchange or transfer of a Bond or Note the Town and the Transfer Agent shall make a charge sufficient to cover any tax, fee or any other governmental charge required to be payable with respect to such exchange or transfer, and with respect to such exchange or transfer, and subsequent to the first exchange or transfer, the cost of preparing new Bonds or Notes upon exchanges or transfer thereof to be paid by the person requesting the same.

**Section 10: Book Entry.** The Treasurer is authorized to undertake all acts necessary to provide, if deemed necessary or appropriate by the Treasurer in his discretion, for the issuance and transfer of such Bonds and Notes in book-entry form pursuant to the Depository Trust Company Book-Entry Only System, as an alternative to the provisions of the foregoing Order above regarding physical transfer of Bonds and Notes, and the Treasurer is authorized and empowered to enter into a Letter of Representation or any other contract, agreement or understanding necessary or, in his opinion, appropriate in order to qualify the Bonds or Notes for and participate in the Depository Trust Company Book-Entry Only System.

**Section 11: Exchanges and Transfers.** The Treasurer and Chair of the Town Council from time to time shall execute such Bonds or Notes as may be required to provide for exchanges or transfers of Bonds or Notes as heretofore authorized, all such Bonds or Notes to be executed as above described, and in case any officer of the Town whose signature appears on any Bond or Note shall cease to be such officer before the delivery of said Bond or Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery thereof.

**Section 12: Tax-Exempt Bond Covenants.** The Treasurer is authorized to covenant and certify on behalf of the Town that no part of the proceeds of the issue and sale of the Notes or the Bonds authorized to be issued

hereunder shall be used directly or indirectly to acquire any securities or obligations, the acquisition of which would cause such Notes or Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and that no part of the proceeds of the issue and sale of such Notes or Bonds (including any notes and bonds in renewal thereof) shall be used, directly or indirectly, in such manner which would cause the Notes or Bonds to be "private activity bonds" within the meaning of Section 141 of the Code.

To the extent permitted under the Code, the Treasurer is authorized to designate any of the Bonds or Notes authorized to be issued hereunder as qualified obligations for purposes of Section 265(b) of the Code.

The Treasurer is authorized to covenant and agree, on behalf of the Town, for the benefit of the holders of the Bonds and Notes, that the Town will file any required reports and take any other action that may be necessary to ensure that interest on the Bonds and Notes will remain exempt from federal income taxation, and that the Town will refrain from any action that would cause interest on the Bonds or Notes to be subject to federal income taxation.

**Section 13: Continuing Disclosure.** The Treasurer is authorized to covenant, certify and agree, on behalf of the Town, for the benefit of the holders of the Notes or Bonds, that the Town will file any required reports, make any annual financial or material event disclosure, and take any other action that may be necessary to insure that the disclosure requirements imposed by Rule 15c2-12 of the Securities and Exchange Commission, if applicable, are met.

**Section 14: Town Officials.** If any of the officers or officials of the Town who have signed or sealed the Bonds or Notes shall cease to be such officers or officials before the Bonds or Notes so signed and sealed shall have been actually authenticated or delivered by the Town, such Bonds or Notes nevertheless may be authenticated, issued, and delivered with the same force and effect as though the person or persons who signed or sealed such Bonds or Notes had not ceased to be such officer or official; and also any such Bonds or Notes may be signed and sealed on behalf of the Town by those persons who, at the actual date of the execution of such Bonds or Notes, shall be the proper officers and officials of the Town, although at the nominal date of such Bonds or Notes any such person shall not have been such officer or official.

**Section 15: Deputy Officials.** If the Treasurer, Chair of the Town Council or Clerk are for any reason unavailable to approve and execute the Bonds or Notes or any of the related financing documents, the person or persons then acting in any such capacity, whether as an assistant, a deputy, or otherwise, is authorized to act for such official with the same force and effect as if such official had herself performed such act.

**Section 16: Other Actions.** The Treasurer, Chair of the Town Council, Clerk and other appropriate officers of the Town are hereby authorized and empowered to do all such acts and things, and to execute, deliver, file, approve, and record all such financing documents, contracts, deeds, assignments, certificates, memoranda, abstracts, and other documents as may be necessary or advisable, with the advice of counsel for the Town, including but not limited to any certificates, bond insurance agreements, notices of sale and other documents as may be necessary or appropriate in connection with the sale of the Bonds and Notes and any letter of credit agreement or liquidity facility agreement necessary to the issuance of any Bonds or Notes, to carry out the provisions of the resolutions heretofore adopted at this meeting in connection with the Project, the execution, sale, and delivery by the Town of the Bonds and Notes and the execution and delivery of any related financing documents.

**Section 17: Costs; Reallocation.** The term "cost" or "costs" as used herein and applied to the Project, or any portion thereof, includes, but is not limited to (1) the purchase price or acquisition cost of all or any portion of the Project; (2) the cost of construction, building, alteration, enlargement, reconstruction, renovation, improvement, and equipping of the Project; (3) the cost of all appurtenances and other facilities either on, above, or under the ground which are used or usable in connection with the Project; (4) the cost of landscaping, site preparation and remodeling of any improvements or facilities; (5) the cost of all labor, materials, building systems, machinery and



equipment; (6) the cost of land, structures, real property interests, rights, easements, and franchises acquired in connection with the Project; (7) the cost of all utility extensions and site improvements and development; (8) the cost of planning, developing, preparation of specifications, surveys, engineering, feasibility studies, legal and other professional services associated with the Project; (9) the cost of environmental studies and assessments; (10) the cost of financing charges and issuance costs, including premiums for insurance, interest prior to and during construction and for a period not to exceed three (3) years from the issue date of the Bonds or Notes, underwriters' fees and costs, legal and accounting fees and costs, application fees, and other fees and expenses relating to the financing transaction; and (11) the cost of all other financing authorized hereunder, whether related or unrelated to the foregoing. In the event that any proceeds of the Bonds or Notes remain unspent upon completion of a Project, or if the Town abandons a Project, the Town reserves the right to reallocate unspent proceeds to the costs of other qualified projects approved, or to be approved, by the Town Council, or to apply unspent proceeds to the payment of debt service on the Bonds or the Notes.

**Section 18: Tax Levy.** In each of the years during which any of the Bonds or Notes issued hereunder are outstanding, there shall be levied a tax in an amount which, with other revenues, if any, available for that purpose, shall be sufficient to pay the interest on said Bonds or Notes, payable in such year, and the principal of such Bonds or Notes maturing in such year (except in the case of Notes to be refunded in that year by the issuance of Bonds).

**Section 19: Consolidation.** Any or all of the Bonds or Notes issued hereunder may be consolidated with and become a part of any other issue of temporary notes or general obligation bonds authorized to be issued by any previous or subsequent Order of the Town Council of the Town of Cumberland.

**Section 20: Investment Earnings; Premium.** The investment earnings on the proceeds of the Bonds and Notes, if any, and the excess proceeds (including any premium on the sale) of the Bonds and Notes, if any, be and hereby are appropriated for the following purposes, such proceeds to be held and applied in the following order of priority: (a) to any costs of the Project in excess of the principal amount of the Bonds or Notes; and (b) in accordance with applicable terms and provisions of the Arbitrage and the Use of Proceeds Certificate delivered in connection with the sale of the Bonds or Notes.

**Section 21: Reimbursement.** It is the intent of the Town Council that this Bond Order shall constitute the Town's declaration of official intent within the meaning of Treasury Regulation 1.150-2 to pay, on an interim basis, costs of the Project in an amount up to the principal amount of the Bonds to be issued, which costs the Town reasonably expects to reimburse with proceeds of the Bonds or Notes.

**19 – 091 To hold a Public Hearing to authorize the Town Manager to execute a Tax Anticipation Note with Bath Savings Institution at a rate of 2.14%.**

Town Manager Shane said that a Tax Anticipation Note has not been needed for approximately 6 years, but unfortunately we find ourselves in a cash flow situation, making us short for our school payment this year.

Chairman Storey-King opened the Public Hearing.

Public discussion: none

Motion by Councilor Copp, seconded by Councilor Edes, to authorize the Town Manager to execute a Tax Anticipation Note with Bath Savings Institution in the amount of \$2,000,000.00 at a rate of 2.14%.

VOTE: 7-0 UNANIMOUS

**19 – 092 To authorize the Town Manager to use funds from the sale of the Twin Brook property on Greely Road, TIF funds where applicable, and bond funds to construct and permit the brush and compost pad next to the Town Forest.**

Town Manager Shane said that at our last Town Council meeting, the Council approved the site as an alternative option, but we did not designate where the funding would come from for that project. This is the contingency plan should something happen with the bond.

Chairman Storey-King asked for any public comment on this item.

Public comment: John Leavitt said that he assumed that since item 19-089 was tabled, this item would be tabled.

If the sale doesn't go through to Mr. Storey, will the Town sell that property to someone else?

Town Manager Shane responded that the tabling of approving the execution of the purchase and sale agreement was only due to the document not being ready in time for this meeting due attorney's being on vacation. Everyone involved is in favor of this, including the Council.

Motion by Councilor Stiles, seconded by Councilor Gruber, to authorize the Town Manager to use funds from the sale of the Twin Brook property on Greely Road, TIF funds where applicable, and bond funds to construct and permit the brush and compost pad next to the Town Forest.

VOTE: 7-0 UNANIMOUS

**19 – 093 To set a Public Hearing date of July 22<sup>nd</sup> to set the FY2020 tax rate.**

Chairman Storey-King asked for any public comment on this item.

Public comment: none

Motion by Councilor Edes, seconded by Councilor Copp, to set a Public Hearing date of July 22<sup>nd</sup> to set the FY2020 tax rate.

VOTE: 7-0 UNANIMOUS

**19 – 094 To set a Public Hearing date of July 22<sup>nd</sup> to set rates at which interest will be paid for delinquent taxes and to authorize applying tax payments to the oldest unpaid taxes.**

Chairman Storey-King asked for any public comment on this item.

Public comment: none

Motion by Councilor Stiles, seconded by Councilor Copp, to set a Public Hearing date of July 22<sup>nd</sup> to set rates at which interest will be paid for delinquent taxes and to authorize applying tax payments to the oldest unpaid taxes.

VOTE: 7-0 UNANIMOUS

**19 – 095 To set a Public Hearing date of July 22<sup>nd</sup> to consider and act on a Mass Gathering Permit for the Cumberland Soccer Club's "Just for Fun Tournament" to be held August 31<sup>st</sup> through September 1<sup>st</sup> from 7:00 a.m. to 6:30 p.m. at Twin Brook.**

Chairman Storey-King asked for any public comment on this item.

Public comment: none

Motion by Councilor Stiles, seconded by Councilor Turner, to set a Public Hearing date of July 22<sup>nd</sup> to consider and act on a Mass Gathering Permit for the Cumberland Soccer Club's "Just for Fun Tournament" to be held August 31<sup>st</sup> through September 1<sup>st</sup> from 7:00 a.m. to 6:30 p.m. at Twin Brook.

VOTE: 7-0 UNANIMOUS

V. **NEW BUSINESS**

**Councilor Vail** – at some point, he would like the Council to discuss updating the Comprehensive Plan and a long range plan. With the growth in this community and being faced with another school building project, a long range plan committee would be prudent.

**Councilor Gruber** – the Library/Historical Society Building Committee has been meeting twice a month. Meetings are held on the first and third Monday of each month. The committee has agreed on a design and they will present the plan to the public on July 29<sup>th</sup> at the performing arts center. They hope to get a lot of public input.

Our food pantry serves 45 families a month and thank you to all the volunteers who make it happen.

**Councilor Edes** – he supports Councilor Vail’s efforts to slow growth in this Town.

There is a great article in the Forecaster about Gerry Hutchins. Gerry was part of so many people’s childhoods while working at the pool and she is a wonderful woman from a great family.

**Councilor Stiles** – the Library/Historical Society Building Committee and architect have come up with a great plan. He hopes members of our community will come to the public meeting to give their input.

He thanked those who donated to the 4-H fund to benefit the food pantry. This is a great cause. We only need \$10 from residents of Cumberland and North Yarmouth.

**Chairman Storey-King** – she warned everyone that the planks on the railroad crossings are very loose.

She visited Broad Cove Reserve recently and used her kayak. The horseshoe crabs were amazing. She reminded Cumberland residents that they should have a parking sticker for their cars. They only cost \$1.00 and will make our Park Ranger’s job easier.

**Councilor Copp** – condolences to the Langway family on the passing of Pete Langway. Pete was a longtime resident of West Cumberland and a member of the West Cumberland fire department.

**Councilor Turner** – he encouraged cyclists to stay in the bike lane as much as possible.

He congratulated the Town on the purchase of the Broad Cove Reserve. What a fantastic facility it is. He encouraged everyone to visit.

**Town Manager Shane** – paving will begin in August.

VI. **ADJOURNMENT**

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

VOTE: 7-0 UNANIMOUS

TIME: 9:42 P.M.

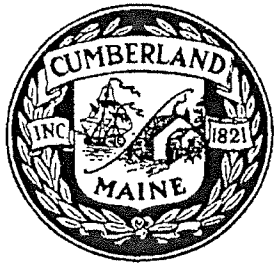
Respectfully submitted by,

Brenda L. Moore  
Council Secretary

# ITEM 19-096

To hear a report from the Tax Assessor and to hold a Public Hearing to consider and act on setting the FY2020 tax rate





# MEMORANDUM

Town of Cumberland, Maine  
290 Tuttle Road  
Cumberland, ME 04021  
Telephone (207) 829-2205 • Fax (207) 829-2214

To: William Shane, Town Manager  
From: John Brushwein, Assessor  
Date: July 16, 2019  
Re: 2020 Tax Rate

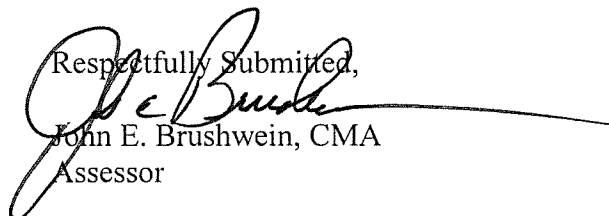
The 2019-20 commitment is nearly complete with tax bills scheduled to be mailed the second week in August. It is my recommendation that the tax rate be set at \$19.85 per \$1,000.00 of assessed value which represents a .76% (15 cent) increase above the 2018-2019 rate of \$19.70.

The overall assessed valuation for the Town increased by approximately \$36,000,000 as a result of new construction, land divisions, the property inventory update, and additional personal property. The table below represents the tax increase resulting from the 2019-20 rate change.

ASSESSED VALUE	TAX INCREASE	%INCREASE	INC/\$100K
\$250,000	\$37.50	.76%	\$15.00
\$300,000	\$45.00	.76%	
\$400,000	\$60.00	.76%	
\$500,000	\$75.00	.76%	
\$600,000	\$90.00	.76%	

LD1 requires municipalities to calculate a property tax levy limit annually. If the municipality exceeds the limit, a vote must be taken by the local governing body to exceed the limit. The limit is based on local property growth and statewide average personal income growth. The State Office of Policy and Management calculates the personal income growth based on a 10 year average. This year's LD1 calculation resulted in a Municipal Property Tax Levy limit of \$6,122,266.00. The 2019 Municipal Property Tax Levy is \$5,740,120.00 which is \$382,146.00 under the limit, therefore, no vote is needed to exceed the limit.

Respectfully Submitted,

  
John E. Brushwein, CMA  
Assessor

## 2019 MUNICIPAL PROPERTY TAX LEVY LIMIT WORKSHEET

Questions? Call the Office of Policy and Management - 480-3090. Or visit <http://www.maine.gov/economist/ld1/index.shtml>

Municipality: CUMBERLAND Contact Person\*: John E. Brushwein Phone Number: (207) 829-2204

\* The Contact Person should be able to answer clarifying questions about the reported information.

The following two pages show how to calculate your municipality's property tax levy limit. Completing these pages is not mandatory, but doing so will help ensure that your municipality complies with Maine law on the rate of property tax increases. Information on new property, appropriations, and deductions should be collected from the assessor and the valuation book before completing these pages.

Calendar Year Municipalities - For communities with "calendar year" budgets, the use of the term 2018 refers to the budget year that ended at the end of 2018 or early 2019. The use of the term 2019 refers to the budget year that will end at the end of 2019 or in early 2020.

Fiscal Year Municipalities - For communities with "fiscal year" budgets, the use of the term 2018 refers to the July 1, 2018 to June 30, 2019 budget year. The use of the term 2019 refers to the July 1, 2019 to June 30, 2020 budget year.

### LAST YEAR'S (2018) MUNICIPAL PROPERTY TAX LEVY LIMIT

This is the portion of 2018 property tax revenue used for municipal services.

- If last year the municipality committed LESS THAN or EQUAL TO the limit, enter last year's **limit** on Line 1 below.
- If last year the municipality voted to EXCEED the limit ONCE (just last year), enter last year's **limit** on Line 1 below.

1. LAST YEAR'S MUNICIPAL PROPERTY TAX LEVY LIMIT \$5,963,823

OR

- If last year the municipality voted to INCREASE the limit PERMANENTLY, complete Steps A-D below. The information needed for this calculation is on the *Municipal Tax Assessment Warrant*, filed in the Valuation Book.

A. Last year's Municipal Appropriations (Line 2, 2018 <i>Municipal Tax Assessment Warrant</i> )	<u>\$0</u>
B. Last year's Total Deductions (Line 11, 2018 <i>Municipal Tax Assessment Warrant</i> )	<u>\$0</u>
C. If necessary, enter any revenue included in Total Deductions that paid for non-municipal appropriations, such as schools. (If all deductions paid for municipal appropriations, enter "0".)	<u>\$0</u>
D. Add Lines A and C, and subtract Line B. Enter result on Line 1 above.	<u>\$0</u>

### CALCULATE GROWTH LIMITATION FACTOR

- Each municipality's Growth Limitation Factor is based on local property growth and statewide income growth.

2. Total New Taxable Value of lots (splits), buildings, building improvements, and personal property first taxed on April 1, 2018 (or most recent year available)	<u>\$26,588,400</u>
3. Total Taxable Value of Municipality on April 1, 2017 (or most recent year available)	<u>\$1,357,731,600</u>
4. Property Growth Factor (Line 2 divided by Line 3)	<u>0.0196</u>
5. Income Growth Factor (provided by Office of Policy and Management)	<u>0.0277</u>
6. Growth Limitation Factor (Line 4 plus Line 5)	<u>0.0473</u>
7. Add 1 to the Growth Limitation Factor calculated in Line 6. (For example, if Line 6 is 0.0362, then enter 1.0362 on Line 7.)	<u>1.0473</u>

## 2019 MUNICIPAL PROPERTY TAX LEVY LIMIT WORKSHEET

### CALCULATE 2018-2019 CHANGE IN REVENUE SHARING (previously "NET NEW STATE FUNDS")

- Determine if revenue sharing increased or decreased. Years refer to municipal fiscal year.
- 8. 2018 Municipal Revenue Sharing \$458,000
- 9. 2019 Estimated Municipal Revenue Sharing \$603,200
- 10. If Line 8 is greater than Line 9, then calculate Line 8 minus Line 9. Enter result at right; skip Line 11. \$0
- 11. If Line 9 is greater than Line 8, then complete 11A & 11B below.
  - A. Multiply Line 8 by Line 7. \$479,656
  - B. Calculate Line 9 minus Line 11A. Enter result at right. \$123,544
  - (If result is negative, enter "0".) .

### CALCULATE THIS YEAR'S (2019) MUNICIPAL PROPERTY TAX LEVY LIMIT

- This year's Property Tax Levy Limit is last year's limit increased by the Growth Factor and adjusted for revenue sharing.
- 12 Apply Growth Limitation Factor to last year's limit. (Line 1 multiplied by Line 7) \$6,245,810
- 13 **THIS YEAR'S MUNICIPAL PROPERTY TAX LEVY LIMIT**
  - If Line 9 is greater than Line 8 (revenue sharing increased), you MUST subtract Line 11B from Line 12. This is required.
  - OR If Line 9 is less than Line 8 (revenue sharing decreased), you MAY add Line 10 to Line 12. This is optional.
- Enter result at right. \$6,122,266

### CALCULATE THIS YEAR'S (2019) MUNICIPAL PROPERTY TAX LEVY

- The information needed for this calculation is on the 2018 *Municipal Tax Assessment Warrant*, filed in the Valuation Book. Use estimates if necessary.
- A. This year's Municipal Appropriations (Line 2, 2019 *Municipal Tax Assessment Warrant*) \$10,845,763
- B. This year's Total Deductions (Line 11, 2019 *Municipal Tax Assessment Warrant*) \$5,105,643
- C. If necessary, enter any revenue included in Total Deductions that paid for non-municipal appropriations, such as schools. (If all deductions paid for municipal appropriations, enter "0".) 0
- 14 **THIS YEAR'S MUNICIPAL PROPERTY TAX LEVY** (Add Lines A and C, and subtract Line B) \$5,740,120

- 15 COMPARE this year's MUNICIPAL PROPERTY TAX LEVY to the LIMIT (Line 13 minus Line 14) \$382,146  
(If the result is **negative**, then this year's municipal property tax levy is greater than the limit and a vote must be taken.)

- 16 Did the municipality vote to EXCEED the limit ONCE (just this year)? X NO    ☐ YES

(Voting to exceed the limit means the municipality will calculate next year's limit based on line 13.)

If "yes", please describe why:    N/A

- 17 Did the municipality vote to INCREASE the limit PERMANENTLY (for current and future years)? X NO    ☐ YES

(Voting to increase the limit means the municipality will calculate next year's limit based on line 14.)

If "yes", please describe why:    N/A

## 2019 MUNICIPAL PROPERTY TAX LEVY LIMIT WORKSHEET

# ITEM 19-097

To hold a Public Hearing to set rates at which interest will be paid  
for delinquent taxes and to authorizing applying tax payments to  
the oldest unpaid taxes



## Maine Office of the Treasurer

Home → Revenue Sharing → Delinquent Tax Rates

# Delinquent Tax Rates

Municipalities may, by vote, determine the rate of interest that shall apply to taxes that become delinquent during a particular taxable year until those taxes are paid in full. The maximum rate of interest that can be charged per Title 36, M.R.S.A. Section 505.4 is as follows:

### ***Taxable Year******Maximum Rate***

2019	9.00%
2018	8.00%
2017	7.00%
2016	7.00%
2015	7.00%
2014	7.00%
2013	7.00%
2012	7.00%
2011	7.00%
2010	7.00%
2009	7.00% up to 9.00%
2008	11.00%
2007	12.00%
2006	11.00%
2005	7.75%
2004	6.50%
2003	7.00%
2002	6.75% up to 8.75%
2001	11.50%
2000	10.75%
1999	10.00%
1998	10.75%
1997	10.50%
1996	10.75%
1995	10.75%
1994	10.00%
1993	10.00%
1992	10.00%
1991	12.00%

If you have any questions about this information, please feel free to contact my Office.

### **Credits**

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# ITEM

# 19-098

To hold a Public Hearing to consider and act on authorizing the  
Town Manager to execute a purchase and sale agreement for the  
sale of a portion of Twin Brook Recreation Area on Greely Road  
to Jeff Storey

## CONTRACT FOR PURCHASE AND SALE OF REAL ESTATE

THIS CONTRACT FOR PURCHASE AND SALE OF REAL ESTATE (the "Contract") is made and entered into by and between **TOWN OF CUMBERLAND**, a municipal corporation organized and existing under the laws of Maine, with a mailing address of 290 Tuttle Road, Cumberland, Maine 04021 (the "Seller") and \_\_\_\_\_, whose address is \_\_\_\_\_ ("Buyer") (Seller and Buyer may be referred to herein singularly as a "Party" or collectively as the "Parties"), effective as of the Effective Date (as defined below).

### ARTICLE I DEFINED TERMS AND EXHIBITS

- 1.1 This Contract uses the following terms as defined below:
- a. "Closing" means the consummation of the purchase of the Property by Buyer from Seller in accordance with the terms and provisions of this Contract.
  - b. "Closing Date" means the day of the Closing as defined in Section 9.1.
  - c. "Effective Date" means the date the last Party has fully executed copy of this Contract.
  - d. "Inspection Period" means the period commencing with the Effective Date and ending \_\_\_\_\_ (\_\_\_\_) days therefrom as further described in Section 7.1(d).
  - e. "Permitted Encumbrances" means those exceptions or conditions as are approved or deemed to be approved by Buyer under Section 4.1.
  - f. "Property" means all of Seller's right, title and interest in a certain tract of land, consisting of approximately 25.7 acres, located on Tuttle Road in the Town of Cumberland, Maine, and identified by the Town of Cumberland Tax Assessor as a portion of Tax Map R04, Lot 13, as legally described on Exhibit A attached hereto and as more particularly depicted on the survey plan attached hereto as Exhibit B.
  - g. "Purchase Price" means the total consideration to be paid by Buyer to Seller for the purchase of the Property under Section 3.1.
  - h. "Title Commitment" means the Commitment for Title Insurance issued by the Title Company covering the Property Section 4.1.
  - i. "Title Company" means the title insurance company selected by the Buyer to issue the Title Commitment and the Title Policy.

- j. "Title Policy" means the Owner's Policy of Title Insurance issued by the Title Company under Section 4.1.

## **ARTICLE II AGREEMENT OF PURCHASE AND SALE**

2.1 The Property; Description of Property. Upon the terms and conditions of this Contract and in consideration of the respective covenants, warranties and representations contained herein, Seller agrees to sell and convey to Buyer the Property, all appurtenances relating thereto, including all water, wastewater, storm water, drainage or other similar utility capacity rights allocable to the Property, and Buyer hereby agrees to buy and take the Property and the appurtenances from Seller.

## **ARTICLE III PURCHASE PRICE**

3.1 The Purchase Price. The total amount to be paid by Buyer to Seller for the Property and all appurtenances thereto shall be Two Hundred Twenty-Five Thousand Dollars (\$225,000.00) and shall be referred to as the "Purchase Price."

3.2 Payment of Purchase Price. The Purchase Price shall be payable to Seller on the Closing Date as follows:

a. The ACE Appraisal Amount shall be paid to Seller at Closing by wire transfer of funds; and

b. On the Closing Date, Buyer shall deliver to Seller a promissory note for the balance of the purchase price, bearing interest at the rate of three five percent (5.00%) per annum, amortized over five (5) years with 5 annual payments of principle and interest (the "Note"), which Note will be secured by a second mortgage on the Property (the "Mortgage").

## **ARTICLE IV TITLE AND SURVEY**

4.1 Title Commitment. Buyer, at Buyer's cost, shall have the right to obtain the following: (i) an ALTA Form B Owner's Title Insurance Commitment covering the Property issued by a reputable title insurance company pursuant to which the title company agrees to issue to Buyer, at Closing, an owner's policy of title insurance in the amount of the purchase price, consistent with the Commitment; and (ii) a current boundary or ALTA/ACSM Land Title survey of the Property, showing all improvements, easements and matters referenced on the Title Insurance Commitment, certified to Buyer, its counsel, and the Title Company (the "Survey"). If Buyer shall have any objection(s) with respect to the status of title to the Property as reflected in the Commitment and/or the Survey which render title unmarketable or which would interfere with Buyer's intended use of the Property, Buyer may notify Seller of such objections on or before the expiration of the Inspection Period (as hereinafter defined)



(the "Buyer's Title Objection Notice"). Any matters shown in the Commitment and Survey to which Buyer does not timely object, except as otherwise provided herein, shall be deemed "Permitted Encumbrances". In the event the Commitment or the Survey reflects any defect or title condition to which Buyer timely objects, then Seller shall be required to use its commercially reasonable efforts to cause all such defects and title conditions to be cured no later than the date which is sixty (60) days following receipt of Buyer's Title Objection Notice ("Seller's Title Cure Period"), it being understood that Seller shall not be obligated to institute litigation in connection with same. Notwithstanding anything to the contrary contained in this Contract, Buyer need not object to and Seller shall, on or before the Closing Date, remove or satisfy (1) judgments against Seller, and (2) other monetary liens (including any mortgages, deeds of trust, mechanic's, materialmen's or vendor's liens with respect to the Property and any real estate tax liens (including improvement district and special taxing district liens) other than liens for ad valorem taxes and assessments not yet due and payable (collectively, "Monetary Liens"), none of which shall be deemed Permitted Encumbrances.

4.2 Seller's Failure to Perfect Title or Make Property Conform. In the event that Seller, exercising commercially reasonable efforts, does not eliminate all such defects and title conditions as of the expiration of Seller's Title Cure Period, Buyer shall have the option of either: (i) accepting the title "as is", without reduction in the Purchase Price and without claim against Seller therefor, or (ii) terminating this Contract by delivery of written notice thereof to Seller no later than ten (10) days following the expiration of Seller's Title Cure Period, whereupon both parties shall be released from all further obligations under this Contract, unless otherwise specifically set forth herein.

4.3 Buyer's Election to Accept Title. If, during the pendency of this Contract, the Property or any portion thereof shall be taken by any right of eminent domain, or if, during the pendency of this Contract, the Property shall suffer a casualty which has an adverse effect on the Buyer's intended use of the Property, then, in either such event, Buyer may terminate this Contract upon 10 days' prior written notice to Seller. If this Contract shall be so terminated, then the parties shall have no further recourse against one another. The Buyer shall also have the election, at Closing to accept such title as the Seller can deliver to the said Property in their then condition and to pay therefore the Purchase Price without deduction, in which case the Seller shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said Property shall have been damaged by casualty insured against, then the Seller shall, unless the Seller has previously restored the Property to their former condition, either:

- a. pay over or assign to the Buyer, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the Seller for any partial restoration, or
- b. if a holder of a mortgage on said Property shall not permit the insurance proceeds or a part thereof to be used to restore the said Property to their former condition or to be so paid over or assigned, give to the Buyer a credit against the Purchase Price, on delivery of the deed, equal to said amounts so recovered or

recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the Seller for any partial restoration.

Upon conveyance of the Property to Buyer, Seller shall also pay over or assign to Buyer any award or claim arising out of any eminent domain taking.

## **ARTICLE V REPRESENTATIONS AND WARRANTIES OF SELLER**

5.1 To the best of Seller's knowledge, Seller represents, warrants, covenants and agrees with Buyer that as of the Effective Date and as of the Closing Date:

a. Seller has and shall have the full right, power and authority to convey the Property to Buyer as provided in this Contract and to carry out its obligations hereunder, and that all required action by the Seller to enter into this Contract and to carry out its obligations hereunder has been, or upon Closing will have been, taken.

b. Seller has received no notice and has no current actual knowledge of condemnation or contemplated condemnation proceedings affecting the Property or any part thereof by any other entity with eminent domain authority.

c. There is no litigation or threatened litigation affecting Seller or the Property that would in any way constitute a lien, claim or obligation of any kind against the Property. Seller will have at the time of Closing good and indefeasible title in fee simple to the Property, free and clear of all encroachments, liens, encumbrances, covenants, conditions, restrictions, rights-of-way, easements and other matters affecting title, except for the Permitted Encumbrances and such liens and security interests that will be released at or before Closing.

d. This Contract and the sale of the Property will not cause to be imposed on the Buyer any liability to withhold any amount pursuant to § 1445 of the Internal Revenue Code (and the implementing regulations).

5.2 Buyer covenants and agrees with Seller that: (i) except as otherwise expressly set forth herein, Buyer is expressly purchasing the Property in its existing condition "**AS IS, WHERE IS, AND WITH ALL FAULTS**" with respect to all facts, circumstances, conditions and defects and with **NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE**; (ii) Seller has no obligation to inspect for, repair or correct any such facts, circumstances, conditions or defects or to compensate Buyer for same; (iii) Buyer has previously undertaken all such inspections and investigations of the Property as Buyer deems necessary or appropriate under the circumstances as to the condition of the Property and the suitability of the Property for Buyer's intended use, and based upon same, Buyer is and will be relying strictly and solely upon such inspections and examinations and the advice and counsel of its own agents, legal counsel and officers and Buyer is and will be fully satisfied that the Purchase Price is fair and adequate consideration for the Property; (iv) Seller is not making and has not made any warranty or representation with respect to any materials or

other data provided by Seller to Buyer (whether prepared by or for the Seller or others); (v) Seller makes no warranty with respect to the presence on or beneath the land (or any parcel in proximity thereto) of hazardous materials or substances which are categorized as hazardous or toxic under any local, state or federal law, statute, ordinance, rule or regulation pertaining to environmental or substance regulation, contamination, cleanup or disclosure; and (vi) by reason of all the foregoing, Buyer assumes the full risk of any loss or damage occasioned by any fact, circumstance, condition or defect pertaining to the Property except as otherwise set forth herein

Buyer acknowledges that Buyer has inspected the Property, that Buyer is fully familiar with the Property, and but for the "AS IS" nature of the sale, Seller would not have sold the Property to Buyer at the price and on the terms set forth herein:

#### **ARTICLE VI EXPRESS COVENANTS OF SELLER**

6.1 Between the date hereof and the Closing, Seller expressly covenants and agrees that

- a. Seller shall not commit waste of the Property.
- b. Seller shall give to Buyer immediate written notice of the institution of or receipt of notice of any litigation or threatened litigation affecting the Property which would in any way constitute or have the effect of presently or in the future creating a lien, claim or obligation of any kind against the Property.
- c. Seller shall give Buyer immediate notice upon the occurrence of any event, or receipt of any notice, which might give rise to a breach by Seller of any of its representations or warranties set forth in Article 5 above.
- d. Seller shall not impose, nor permit to be imposed upon the Property, any new or additional encumbrances to title and shall discharge, or cause to be discharged, any claims of lien or liens imposed upon the Property on or prior to Closing.
- e. From the Effective Date until Closing, Seller shall: (i) maintain the Property in the same manner as Seller has heretofore done and (ii) not, without the prior written consent of Buyer, enter into any agreement or instrument or take any action that would encumber the Property after Closing, that would bind Buyer or the Property after Closing, or that would be outside the normal scope of maintaining the Property and (iii) promptly furnish Buyer with a copy of all notices of violation of laws or municipal ordinances, regulations, orders or requirements of any state, city or municipal departments or other governmental authorities having jurisdiction over the Property.

**ARTICLE VII**  
**CONDITIONS PRECEDENT TO BUYER'S PERFORMANCE**

7.1 Buyer shall not be obligated to perform under this Contract unless:

a. Closing Documents. Seller shall have provided to Buyer at Closing, each of the documents required pursuant to Section 9.2(a) hereof, in form and content mutually satisfactory to Buyer and Seller.

b. Seller's Warranties, Representations and Covenants. Each of Seller's warranties and representations set forth in Article V hereof are true and correct as of the Effective Date, and remain true as of the Closing Date. Furthermore, as of Closing, Seller shall have performed all its covenants as set forth in Article VI hereof.

c. No Condemnation. On the Closing Date, no portion of the Property shall have been condemned or sold under threat of condemnation, or is subject to any proceedings for condemnation by any other entity with eminent domain authority.

d. Buyer's Investigation. Within the Inspection Period Buyer, in its sole discretion, has determined that the Property is suitable for the Buyer's intended use. From and after the Effective Date and until the Closing, Buyer and its agents, servants, employees and representatives shall have the right, from time to time, at Buyer's sole expense and risk and in such manner as Buyer may reasonably determine, to enter upon the Property to make or cause to be made engineering studies, surveys, and such other inspections, investigations, tests, analyses, and studies of the Property as Buyer, in its sole discretion, may deem necessary or desirable. The provisions of this Section 7.1(d) may only be waived, wholly or in part, by the Buyer, in a specific written waiver executed and delivered by the Buyer to Seller. If, prior to 5:00 p.m. on the day of the expiration of the Inspection Period, Buyer determines in its sole and absolute discretion, that the Property is unacceptable to Buyer for any reason or no reason, including, without limitation, unsatisfactory soil conditions, environmental conditions, zoning conditions, or other conditions, Buyer shall have the unconditional right to give notice to Seller electing to terminate the Contract, and, in that event, this Contract shall terminate, and neither party shall have any further rights or obligations each to the other under this Contract except for those that expressly survive.

e. Buyer's Financing.

i. This Contract is contingent upon Buyer's successful closing on the sale of an Agricultural Conservation Easement ("ACE") encumbering the Property to Maine Farmland Trust, Inc. ("MFT") or Chebeague & Cumberland Land Trust ("CCLT"), which closing shall occur on the date of Closing under this Contract. The ACE shall be conveyed to MFT or CCLT for a price not less than the value of the ACE as determined by an appraisal commissioned by MFT or CCLT (the "ACE Appraisal Amount"). In the event that Buyer and



MFT are unable to close on the conveyance of the ACE by the date of Closing set forth herein, then Buyer shall have an additional 15 days in which to carry out the closing on the ACE (the "Extension Period"). If, after the expiration of the Extension Period, Buyer and MFT/CCLT have not closed on conveyance of the ACE, then Buyer may elect to purchase the Property without selling the ACE to MFT or CCLT, or Buyer or Seller may, at their option, declare this Contract null and void and Buyer and Seller shall be relieved of any further obligations hereunder.

ii. Buyer and MFT or CCLT shall enter into a purchase and sale agreement for Buyer's sale of the ACE to MFT or CCLT as discussed in subparagraph (i) above (the "ACE Agreement") on or before \_\_\_\_\_, 2019. Buyer shall provide a copy of the ACE Agreement to Seller promptly upon its execution. In the event that Buyer and MFT or CCLT have not entered into the ACE Agreement on or before \_\_\_\_\_, 2019, then this Contract shall be null and void, and the parties hereto shall be relieved of any further obligations hereunder

Buyer, at Buyer's sole option, may elect to waive, in whole or in part, any of the conditions to Buyer's obligations set forth in this Article VII (d) or (e) by delivery of written notice to Seller of its election to so waive any such conditions on or before Closing. If the conditions set forth in this Article VII (d) or (e) have not been satisfied or waived, in whole or in part, on or prior to Closing or if, at any time, Buyer, in its sole and absolute discretion shall have determined that any of the conditions set forth in this Article VII (d) or (e) will not be satisfied, or will be satisfied but on terms unacceptable to Buyer, Buyer shall have the right (i) to terminate the Contract by giving written notice thereof to Seller, and thereafter the parties shall be released of all further obligations each to the other under the Contract, except as herein provided, or (ii) proceed to Closing, whereby the condition(s) not otherwise satisfied shall be deemed waived; provided, however, in the event the failure of any of the foregoing conditions is a result of a default of Seller, including, without limitation, a breach by Seller of any of the covenants, representations and warranties of Seller hereunder, then Buyer shall have the additional remedies provided in Article X(b) of this Contract.

#### **ARTICLE VIII CONDITIONS PRECEDENT TO SELLER'S PERFORMANCE**

8.1 Seller shall not be obligated to perform under this Contract unless:

a. Purchase Price. Buyer shall have delivered the Purchase Price to Seller at Closing pursuant to the provisions of Section 3.2.

b. Closing Documents. Buyer shall have provided to Seller at Closing, each of the documents required pursuant to Section 9.2(b) hereof, in form and content mutually satisfactory to Buyer and Seller.

c. Deed Restrictions. The Quitclaim Deed delivered by Seller to Buyer at Closing pursuant to Section 9.2(a) shall include the ACE restrictive covenant that shall prohibit any development on the Property and shall require a perpetual farming easement to be placed on the Property.

## ARTICLE IX CLOSING

9.1 Date and Place of Closing. The Closing hereunder shall take place in the offices of the Escrow Agent, or at such other place as Seller and Buyer may mutually agree. Unless extended by mutual agreement, the Closing Date shall be December 31, 2019 at the offices of Jensen Baird Gardner & Henry, Ten Free Street, P.O. Box 4510, Portland, Maine 04112-4510, or at such other location and at such other date and time as shall be mutually acceptable to Seller and Buyer.

9.2 Items to be Delivered at the Closing.

a. Seller. At the Closing, Seller shall deliver to Buyer or its assignees, at Seller's cost and expense, the following items:

- i. a Quitclaim Deed with Covenant in accordance with the Short Form Deeds Act, 33 M.R.S.A. §§ 761 et seq, duly executed and acknowledged by Seller, conveying good and indefeasible fee simple title to the Property to Buyer, subject only to the Permitted Exceptions.
- ii. an affidavit executed by Seller satisfactory to evidence that Buyer will not be required to withhold any tax and that no withholding liability exists as of the Closing under Section 1445 of the Internal Revenue Code (and the implementing regulations) or under 36 M.R.S.A. § 5250-A.
- iii. a written notice, pursuant to 38 M.R.S.A. § 563(6), which notice shall certify to the best of Seller's knowledge that either (i) that there is no underground oil storage facility located on the Property, or (ii) if there is such a facility on the Property, that the facility exists and shall disclose its registration number or numbers, the exact location of the facility, whether or not it has been abandoned in place, and that the facility is subject to regulation by the Board of Environmental Protection.
- iv. all additional documents and instruments the Title Company may require in order to issue the Title Policy or which Buyer's counsel and Seller or Seller's counsel may mutually reasonably determine are

necessary to the proper consummation of this transaction.

b. Buyer. At the Closing, Buyer shall deliver to the Seller each of the following items:

- i. the Purchase Price as provided in Section 3.2;
- ii. The Note and Mortgage as provided in Section 3.2; and
- iii. all additional documents and instruments the Title Company may require in order to issue the Title Policy or which Buyer's counsel and Seller or Seller's counsel may mutually reasonably determine are necessary to the proper consummation of this transaction.

9.3 Adjustments at Closing. All normal and customarily proratable items, including real estate taxes, water, sewer, utilities, and fuel, shall be prorated as of the Closing Date, Seller being charged and credited for all of same up to such date and Buyer being charged and credited for all of same on and after such date. If the actual amounts to be prorated are not known as of the Closing Date, the prorations shall be made on the basis of the best evidence then available, and thereafter, when actual figures are received, a cash settlement will be made between Seller and Buyer. The provisions of this Section 9.3 shall survive the Closing.

9.4 Possession and Closing. Possession of the Property shall be delivered to Buyer by Seller at the Closing.

9.5 Costs of Closing. Seller agrees to pay:

- a. Seller's attorneys' fees; and
- b. all charges incurred by Seller for the procurement, preparation and recording of any releases, waivers, or other instruments required to clear Seller's title to the Property in accordance with the provisions hereof.

Buyer agrees to pay:

- a. The cost of any tests or inspections performed on the Property;
- b. The cost of any Survey on the Property if elected under Section 4.1;
- c. the premium for issuance of the Title Policy required under Section 4.1;

- d. Fee for recording the deed;
- e. One-half (½) of the Maine real estate transfer tax in accordance with 36 M.R.S.A. § 4641-A; and
- f. Buyer's attorneys' fees;

All other costs, fees, penalties and other expenses incurred at the Closing shall be paid by Seller and/or Buyer as is customarily done in connection with a closing of the type of transaction contemplated by this Contract.

## **ARTICLE X DEFAULTS AND REMEDIES**

### **10.1 Seller's Defaults; Buyer's Remedies.**

a. Seller's Defaults. Seller shall be deemed to be in default hereunder if Seller shall fail to meet, comply with or perform any material covenant, agreement or obligation on its part required under this Contract or any warranty or representation shall become untrue when made or deemed to be made.

b. Buyer's Remedies. In the event Seller shall be deemed to be in default hereunder, Buyer, at Buyer's option and as its sole and exclusive remedies: (i) shall be entitled to terminate this Contract whereupon the parties hereto shall have no further obligations to one another hereunder, or (ii) may pursue the remedy of specific performance of this Contract as its sole and exclusive legal remedy. No failure on the part of Buyer to exercise, and no delay in exercising, any right under this section shall not operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

### **10.2 Buyer's Defaults; Seller's Remedies.**

a. Buyer's Default. Buyer shall be deemed to be in default hereunder if Buyer shall fail to meet, comply with or perform any material covenant, agreement or obligation on its part required under this Contract.

b. Seller's Remedy. In the event Buyer shall be deemed to be in default hereunder, Seller shall, as its sole and exclusive remedy, (i) shall be entitled to terminate this Contract whereupon the parties hereto shall have no further obligations to one another hereunder, or (ii) may pursue all available legal and equitable remedies.

## **ARTICLE XI MISCELLANEOUS**

### **11.1 References. All references to "Article", "Articles", "Section", or "Sections"**

contained herein are, unless specifically indicated otherwise, references to Articles and Sections of this Contract.

11.2 Exhibits. References to "Exhibits" contained herein, if any, are references to exhibits attached hereto, all of which are made a part hereof for all purposes.

11.3 Captions. The captions, headings and arrangements used in this Contract are for convenience only and do not in any way affect, limit, amplify or modify the terms and provisions hereof.

11.4 Number and Gender of Words. Whenever herein the singular number is used, the same shall include the plural where appropriate and words of any gender shall include each other gender where appropriate.

11.5 Notices. Any notice required or permitted to be given under this Contract shall be in writing and either shall be mailed by certified mail, postage prepaid, return receipt requested, or sent by overnight air courier service, or personally delivered to a representative of the receiving party, or sent by telecopy or electronic mail. Buyer's and Seller's respective addresses for purposes of this Contract, and to which all notices required hereunder shall be sent, are as follows:

(a) If to Seller:

Town of Cumberland  
Attention: William Shane  
290 Tuttle Road  
Cumberland, Maine 04021  
E-Mail: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Facsimile No. \_\_\_\_\_

With a copy to:

Alyssa Tibbetts, Esq.  
Jensen Baird Gardner & Henry  
Ten Free Street, P.O. Box 4510  
Portland, ME 04112-4510  
E-Mail: [atibbetts@jbgh.com](mailto:atibbetts@jbgh.com)  
Phone: (207) 775-7271  
Facsimile No: (207) 775-7935

(b) If to Buyer:



\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Any notice so addressed and sent by United States mail or overnight courier shall be deemed to be given on the earliest of (1) when actually delivered, (2) on the first business day after deposit with an overnight air courier service, or (3) on the third business day after deposit in the United States mail, postage prepaid, in each case to the foregoing address of the intended addressee. Any notice so delivered in person shall be deemed to be given when receipted for by, or actually received by Seller or Buyer, as the case may be. If given by telecopy, a notice shall be deemed given and received when the telecopy is transmitted to the party's telecopy number specified above and confirmation of complete receipt is received by the transmitting party between the hours of 8:00 a.m. and 6:00 p.m. Eastern Time on a business day or on the next business day if not confirmed during such business hours. If given by electronic mail, a notice shall be deemed given and received when the electronic mail is transmitted to the recipient's electronic mail address specified above. Either party may designate a change of address by written notice to the other by giving at least ten (10) days prior written notice of such change of address. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice. Notices given or received by counsel to the Buyer shall be deemed given or received by Buyer and notices given or received by counsel to the Seller shall be deemed given by or received by Seller.

11.6 Governing Law and Venue. This Contract is being executed and delivered and is intended to be performed in the State of Maine, and the laws of such State shall govern the validity, construction, enforcement and interpretation of this Contract, unless otherwise specified herein. Venue for any legal proceeding relating to this Contract shall be Maine Superior Court, Cumberland County.

11.7 Entirety and Amendments. This Contract embodies the entire agreement between the parties and supersedes all prior agreements and understandings, if any, relating to the Property and may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought.

11.8 Invalid Provisions. If any provision of this Contract is held to be illegal, invalid, or unenforceable under present or future laws, such provisions shall be fully severable

the same as if such invalid or unenforceable provisions had never comprised a part of the Contract; and the remaining provisions of the Contract shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Contract. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be automatically as a part of this Contract, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable. Notwithstanding anything to the contrary contained herein, if any condition precedent to Buyer's or Seller's obligations hereunder is held to be illegal, invalid or unenforceable under present or future laws, then Buyer or Seller may terminate this Contract by written notice delivered to the other party and, thereafter, the parties hereto shall have no further obligations or liabilities hereunder, one to the other.

11.9 Multiple Counterparts. This Contract may be executed in a number of identical counterparts. If so executed, each of such counterparts is to be deemed an original for all purposes and all such counterparts shall, collectively, constitute one agreement, but, in making proof of this Contract, it shall not be necessary to produce or account for more than one such counterpart.

11.10 Parties Bound. This Contract shall be binding upon and inure to the benefit of Seller and Buyer and their respective heirs, personal representatives, successors and assigns.

11.11 Risk of Loss. Risk of loss or damage to the Property or any part thereof by fire or any other casualty from the Execution Date up to the time of delivering the Warranty Deed transferring title to the Property to Buyer will be on Seller and thereafter will be on Buyer.

11.12 Further Acts. In addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by Seller to Buyer, Seller and Buyer agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered at the Closing or after the Closing any and all such further acts, deeds and assurances as may be necessary to consummate the transactions contemplated hereby.

11.13 Time of the Essence. It is expressly agreed by the parties hereto that time is of the essence with respect to this Contract. If the final day of any period of any date of performance under this Contract falls on a Saturday, Sunday or legal holiday, then the final day of said period or the date of performance shall be extended to the next business day thereafter.

11.14 Real Estate Brokerage. Buyer and Seller each warrant and represent to the other that it has not dealt or negotiated with any broker in connection with this transaction. Each Party hereby agrees to indemnify and hold the other party hereto harmless from and against any and all claims, demands, causes of action, loss, costs and expenses (including reasonable attorneys' fees and disbursements, as incurred) or other liability arising from or pertaining to any brokerage commissions, fees, or other compensation, which may be due any brokers or persons claiming to have dealt with such party in connection with this transaction.

11.15 Survival. All covenants and agreements contained herein and intended to be performed subsequent to any Closing hereunder shall survive the execution and delivery of the deed and other closing documents required hereby and shall specifically not be deemed to be merged into or waived by any instrument of Closing, but shall expressly survive and be binding upon Seller and Buyer. Any liability of Seller for misrepresentation or breach of warranty contained herein shall survive the execution and delivery of the deed and other closing documents required hereby, shall specifically not be deemed to be merged into or waived by any instrument of Closing, and such liability shall expressly survive and be binding upon Seller.

IN WITNESS WHEREOF, the undersigned have executed this Contract as of the day and year first above set forth.

SELLER: TOWN OF CUMBERLAND

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

BUYER:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
[Name]  
Date: \_\_\_\_\_

## EXHIBIT A

A certain lot or parcel of land with any improvements thereon, located on the southwesterly side of Greely Road in the Town of Cumberland, County of Cumberland, State of Maine and more particularly bounded and described as follows:

**BEGINNING** at an iron rebar on the southwesterly side of Greely Road at the land now or formerly of Spring Brook Farm as described in Deed Book 10357, Page 131 and also depicted on the plan recorded in the Cumberland County Registry of Deeds in Plan Book 196, Page 334;

Thence, **N 38°56'22" W** a distance of **563.23'** along Greely Road to a point at the land of now or formerly of Maine Central Railroad;

Thence, **S 51°37'44" W** a distance of **504.83'** along land of Maine Central Railroad to a point;

Thence, along a curve turning to the left with an **arc length of 382.88'**, a **radius of 8558.17'**, a chord bearing of S 50°20'50" W, and a chord length of 382.85' to a point;

Thence, **S 40°56'04" E** a distance of **16.50'** to a point;

Thence, along a curve turning to the left with an **arc length of 403.48'**, a **radius of 8541.67'**, a chord bearing of S 47°40'36" W, and a chord length of 403.45' to a point at the remaining land of the Town of Cumberland as described in Book 12796, Page 65;

Thence, **S 42°19'26" E** a distance of **1419.01'** along land of the Town of Cumberland to a point at the land now or formerly of Jason Silevinac as described in Book 32209, Page 310 and Plan Book 204, Page 383;

Thence, **N 05°29'49" W** a distance of **295.12'** along land of Silevinac to a point;

Thence, **N 10°54'46" E** a distance of **446.47'** along land of Silevinac and land now or formerly of Spring Brook Farm to a point;

Thence, **N 12°46'38" E** a distance of **492.64'** along land Spring Brook Farm to an iron rebar;

Thence, **N 41°20'28" E** a distance of **320.00'** to the **POINT OF BEGINNING**.

Containing an area of **25.7 Acres**, more or less.

Subject to Water Rights of others as described in Book 2745, Page 273.

Subject to a portion of the Wetland Preservation Area as depicted on a Plan by S.M.E. for the Town of Cumberland Twin Brooks Recreational Area 2007 Improvements last revised June 2013.

The basis of bearings for this description was the Maine State Grid Plane North American Datum of 1983 located in the West Zone.

Meaning and intending to describe a portion of the premises described in a deed to the Town of Cumberland from Gregory and Katherine Fowler dated October 31, 1996 and recorded in the Cumberland County Registry of Deeds in Book 12796, Page 65.



**EXHIBIT B**  
*(Survey Plan)*

SURVEYOR'S NOTES

THIS SURVEY PLAN IS ONLY VALID IF AUTHENTIC EMBOSSED SEAL AND SIGNATURE OF CERTIFYING PROFESSIONAL APPEAR ON THE FACE OF THIS SURVEY PLAN.

THIS SURVEY PLAN IS SUBJECT TO POSSIBLE REVISION UPON RECEIPT OF A CERTIFIED TITLE OPINION.

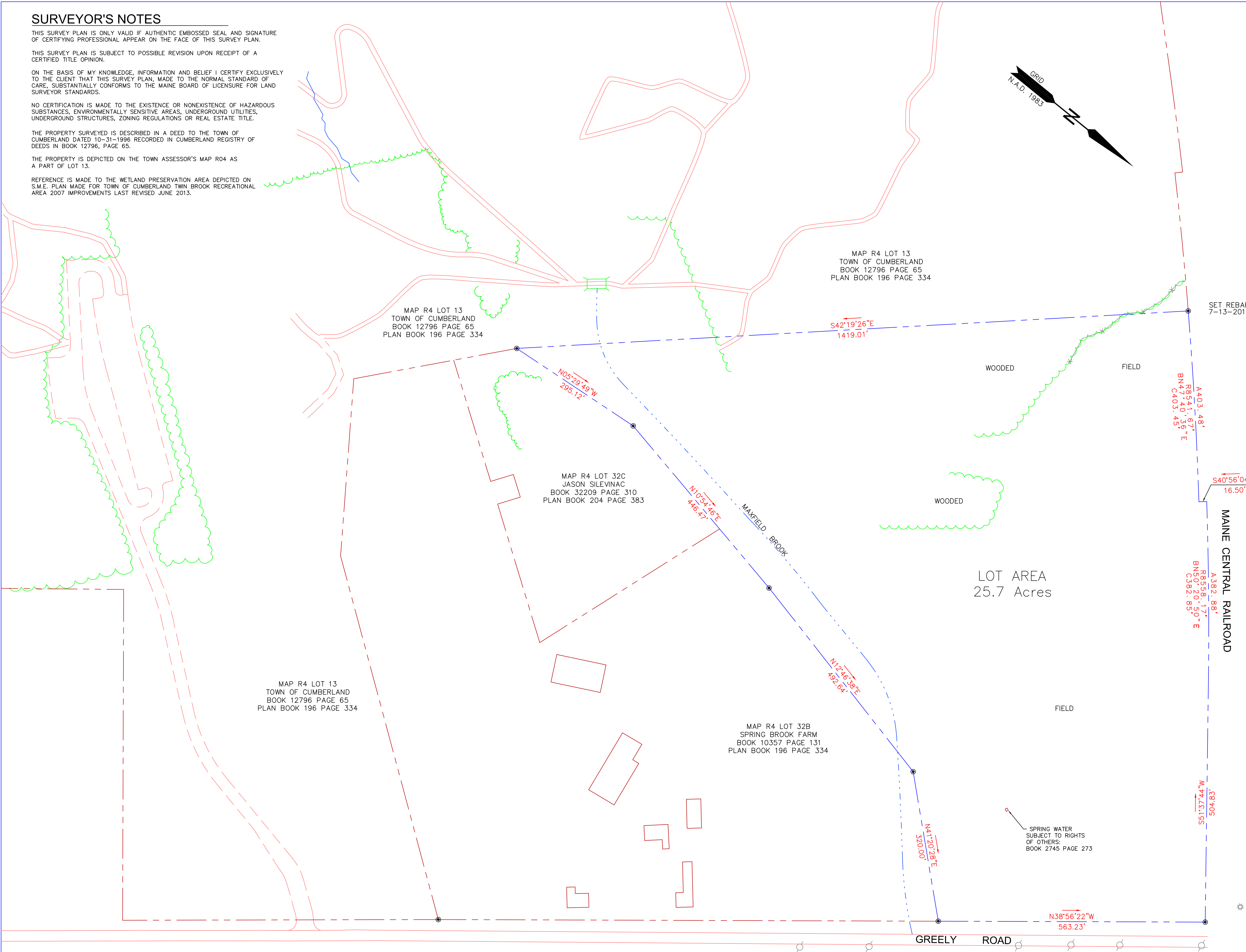
ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF I CERTIFY EXCLUSIVELY TO THE CLIENT THAT THIS SURVEY PLAN, MADE TO THE NORMAL STANDARD OF CARE, SUBSTANTIALLY CONFORMS TO THE MAINE BOARD OF LICENSURE FOR LAND SURVEYOR STANDARDS.

NO CERTIFICATION IS MADE TO THE EXISTENCE OR NONEXISTENCE OF HAZARDOUS SUBSTANCES, ENVIRONMENTALLY SENSITIVE AREAS, UNDERGROUND UTILITIES, UNDERGROUND STRUCTURES, ZONING REGULATIONS OR REAL ESTATE TITLE.

THE PROPERTY SURVEYED IS DESCRIBED IN A DEED TO THE TOWN OF CUMBERLAND DATED 10-31-1996 RECORDED IN CUMBERLAND REGISTRY OF DEEDS IN BOOK 12796, PAGE 65.

THE PROPERTY IS DEPICTED ON THE TOWN ASSESSOR'S MAP R04 AS A PART OF LOT 13.

REFERENCE IS MADE TO THE WETLAND PRESERVATION AREA DEPICTED ON S.M.E. PLAN MADE FOR TOWN OF CUMBERLAND TWIN BROOK RECREATIONAL AREA 2007 IMPROVEMENTS LAST REVISED JUNE 2013.

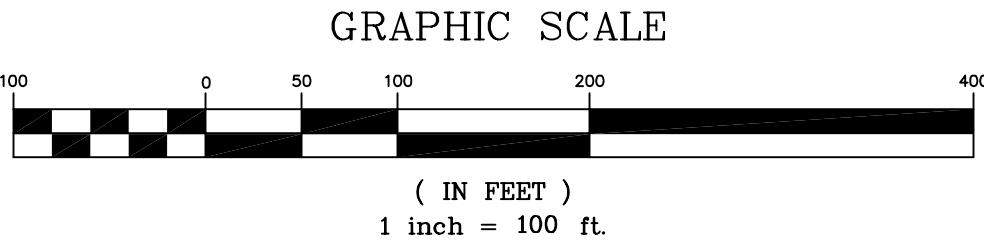


LEGEND

EXISTING	DESCRIPTION	PROPOSED
	PROPERTY LINE	
	ADJOINER LINE	
	BUILDING SETBACK	
	EASEMENT	
	CENTER LINE	
	MONUMENT	
	IRON PIPE	
	IRON ROD	
	5/8" IRON REBAR	
	DRILL HOLE	
	BUILDING	
	WET LANDS	
	EDGE WETLAND SIGN	
	STREAM	
	ROCK OUTCROP	
	EDGE PAVEMENT	
	GRAVEL ROAD	
	CURB LINE	
	EDGE WATER	
	TREE LINE	
	TEST PIT	
	MONITORING WELL	
	CONTOURS	
	GAS	
	WATER	
	SEWER	
	STORM DRAIN	
	ELECTRIC LINES	
	MAIL BOX	
	GATE VALVE	
	RAILROAD LIGHTS	
	UTILITY POLE	
	HYDRANT	
	CATCH BASIN	
	MAN HOLE	
	POTABLE WELL	
	CULVERT	
	CHAIN LINK FENCE	
	BARB WIRE FENCE	
	WOODEN FENCE	
	STONE WALL	
	CONIFEROUS TREE	
	DECIDUOUS TREE	
	GUARD RAIL	
	BENCH MARK	
	SURVEY CONTROL	
	GPS CONTROL	

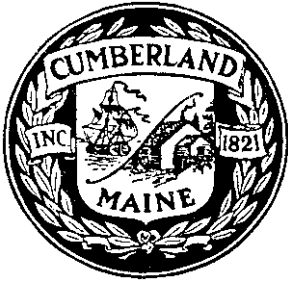
EXHIBIT B

		Scale: 1" = 100'
		Project No: 201945
		AutoCad Release: 2016
		Drawn By: DB
		Field Date: 7-11-2019
No.	Revision	Date
		Plan Date: JULY 2019
THIS PLAN IS PROVIDED EXCLUSIVELY FOR THE CLIENT STATED HEREON. ANY USE OR ALTERATION OF THIS PLAN BY OTHERS SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO BOUNDARY POINTS, LLC.		
LAND DIVISION FOR TOWN OF CUMBERLAND OF GREELY ROAD PROPERTY CUMBERLAND MAINE		1
Boundary Points PROFESSIONAL LAND SURVEYING, LLC P.O. BOX 175 CUMBERLAND MAINE 04021-0175 207-854-1015		



# ITEM 19-099

To hold a Public Hearing and hear a report from the Town Manager re: the installation of barriers at each railroad crossing to establish quiet zones for all rail crossings in Cumberland



# M E M O R A N D U M

TOWN OF CUMBERLAND, MAINE  
290 TUTTLE ROAD  
CUMBERLAND, MAINE 04021  
TEL: 207-829-2205 FAX: 829-2224

**To:** Town Council  
**From:** William R. Shane, Town Manager  
**Date:** July 18, 2019  
**Re:** 19-099 Quiet Zones Revisited

---

I have attached the original Quite Zones presentation from 2011 and recent correspondence with Wayne Duffett, our RR consultant, regarding the 3 public railroad crossings in Cumberland (remember Murfield is a private crossing).

If the Town Council is inclined to move forward with this project, it might be helpful to indicate that prior to opening the public discussion and even making the motion prior to opening the public discussion. This is a very emotional issue to many, and lessening the unnecessary repetitive testimony may at least reduce the stress level in the room.

The actual implementation of this project should be considered to happen in 2 pieces over 2 fiscal years:

- 1) To authorize the Town Manager to begin work and secure and file all the necessary notices and support data to the Federal Railroad Association and MDOT (2 state roads involved). This would require an expenditure of about \$5,000 to be funded from year end (2020) surplus (may be completed by December 2019).
- 2) To fund up to \$195,000 for construction and engineering for three sets of barriers to comply with the federally required, Supplemental Safety Measures. Those barriers will be located at Tuttle Road, Greely Road and Longwoods Road (Rt. 9). The construction funds will be budgeted in the FY 2020-21 fiscal budget.



Since this Council is the same group who will be developing and approving the next budget, it does not place any unnecessary burden on future Councils who may not be fully aware of all the meetings and deliberations that have occurred around this project.

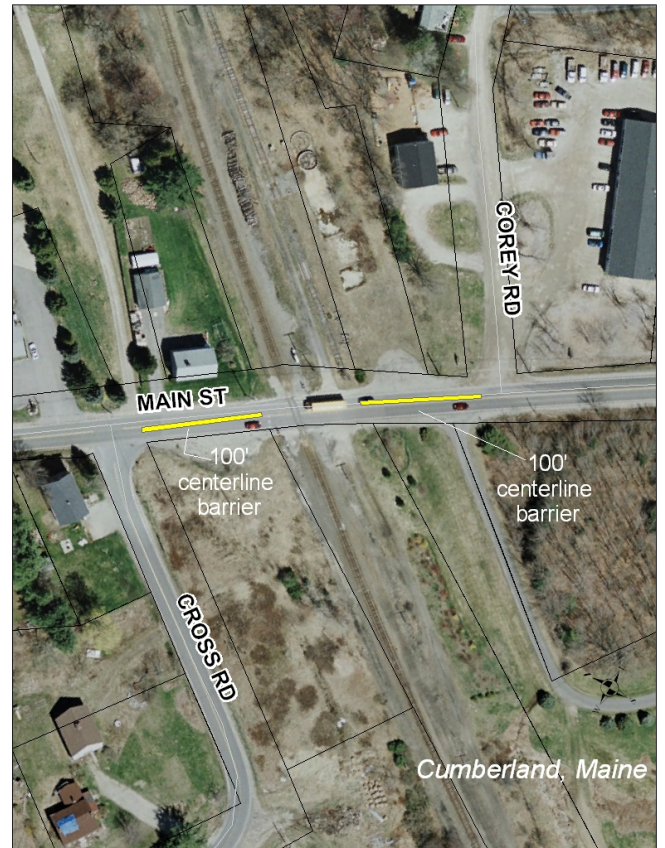
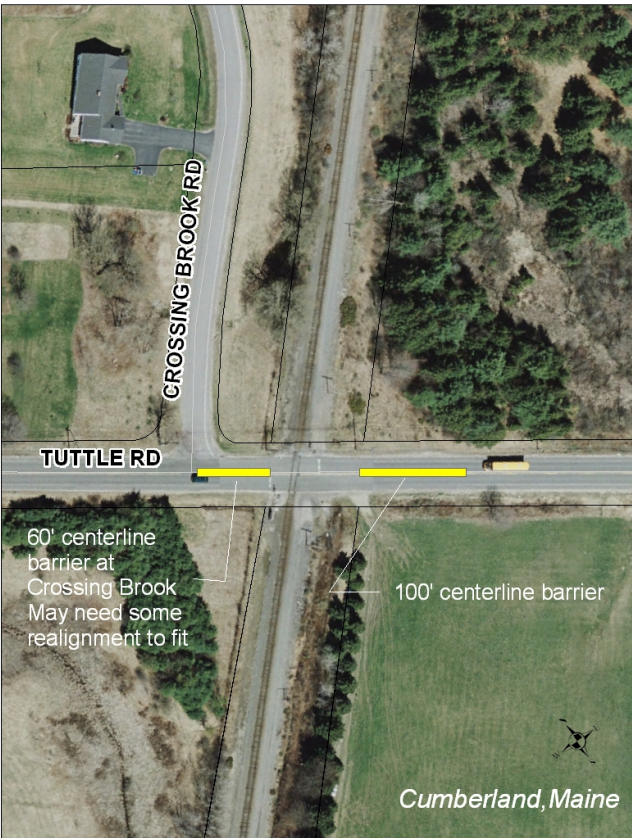
Here is the best representation of what the barriers would look like. They are presently located on Sligo Road in Yarmouth.











*Remember, SSM's can be shortened for Public Roads, but not driveways....*

## William Shane

---

**Subject:** FW: Cumberland Maine Crossings  
**Attachments:** Greely Road.jpg; Muirfield Road.jpg; Route 9.jpg; Tuttle Road.jpg; 18.12.04 QZ Calculator.pdf; brochure\_channelizing.pdf; Channelization.pdf; Pexco Brochure.pdf; Supplemental Safety Measures (SSM).pdf; THrule052705.pdf

-----Original Message-----

From: Wayne Duffett [mailto:wayne@tecassoc.com]  
Sent: Tuesday, December 4, 2018 6:47 PM  
To: William Shane <wshane@cumberlandmaine.com>  
Cc: Chris Bolduc <cbolduc@cumberlandmaine.com>; Carla Nixon <cnixon@cumberlandmaine.com>  
Subject: RE: Cumberland Maine Crossings

Bill,

First a very brief summary of 49 CFR Part 222 Use of Locomotive Horns at Public Highway-Rail Grade Crossings. The Federal Railroad Administration (FRA) developed a "quiet zone calculator" which is a statistical way to evaluate the risk level at grade crossings. The calculator considers factors such as train speed and frequency, type of crossing protection, horn use, average daily traffic, type of highway, etc. FRA establishes what they call the "Nationwide Significant Risk Threshold" (NSRT) which is defined as "a number reflecting a measure of risk, calculated on a nationwide basis, which reflects the average level of risk to the motoring public at highway-rail grade crossings equipped with flashing lights and gates at which locomotive horns are sounded. At present the NSRT is 14,723.

The quiet zone calculator determines a risk index for each crossing and produces a "quiet zone risk index" (QZRI) and a "quiet zone risk index with horns." To qualify for a quiet zone the QZRI must be less than the higher of a) the risk index with horns or b) the NSRT. Attached are the results of the quiet zone calculator for Cumberland. Note the Muirfield Road crossing is not listed because it is a private crossing which the rule excludes from the calculation.

Another term to introduce is "supplemental safety measure" (SSM). These are additional measures over and above crossing lights and gates to improve the safety at a given crossing. A list is attached. Although there are fourteen things on the list, it really boils down to two, namely a) four-quadrant crossing gates or b) lane channelization for 100 feet approaching a crossing. Four-quadrant gates can be very expensive. Channelization is relatively inexpensive. Some information about channelization is attached.

A quiet zone can be established by meeting one of these three criteria.

1. Installation of SSM's at every crossing in the quiet zone.
2. QZRI is less than NSRT either without SSM's or by installing enough SSM's to achieve QZRI less than NSRT.
3. QZRI is less than the risk index with horns or by installing enough SSM's to achieve QZRI less than the risk index with horns.

Attached is the output of the quiet zone calculator for the Town of Cumberland. Sheet 1 indicates that if horns were silenced Cumberland's QZRI rises to 38,047.46. This number is significantly higher because of the recent project to add double track in Cumberland and the addition of two Downeaster round trips. There is now the potential for two trains

approaching or occupying a crossing simultaneously. The present speed limit for trains in Cumberland is 40 mph for freight and 70 mph for passenger.

Sheet 2 demonstrates that if SSM's consisting of mountable medians with reflective channelization devices were added at each crossing the QZRI is lowered to 9,511.87. Sheet 3 demonstrates that if SSM's consisting of non-traversable curbs were added at each crossing the QZRI is lowered to 7,609.49. Note the requirement for channelization is 100 feet beginning at the gate tip. If public roads or the entrance to businesses intersect the road the distance requirement can be reduced to a little as 60 feet. The 100 foot requirement cannot be reduced at private driveways.

Clearly the installation of SSM's is necessary for the creation of a quiet zone in Cumberland. This could be done if criteria 1 or 3 above is met. I recommend criteria 1. The quiet zone calculator clearly demonstrates that silencing locomotive horns at a crossing makes that crossing less safe. It would be possible to meet criteria 3 if SSM's were installed at any two of the three crossings in Cumberland. This results in one crossing being made less safe which is not desirable from a public safety standpoint. I have attached Google Earth views of the three crossings showing the approximate location of channelization devices. On the easterly side of the track I've shown the distance to be about 115 feet because the Google Earth views do not show the addition of the second main track. I also attach a view of Muirfield Road. If Muirfield Road is to be included in the quiet zone I recommend it have channelization devices also.

There are other options. The inquiry can be made of Pan Am Railways for the cost to add four quadrant gates at one or more crossings. There are wayside horns which are mounted at the crossing which direct a horn sound directly in the street as opposed to sound from a locomotive a half mile away. A link to a wayside horn manufacturer is attached. You might consider a quiet zone of just Greely and Tuttle Road. Let me know if you'd like to discuss this or if you need a more formal report.

Regards,

Wayne

<https://www.quietzonetech.com/index.php?q=content/automated-horn-system%E2%84%A2>

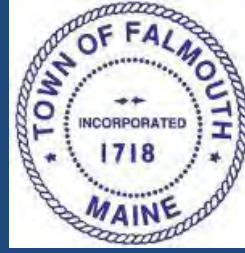
\*\*\*\*\*

Wayne W. Duffett, P.E.  
Associates  
46 Sawyer Street  
04106

207-767-6068 office TEC  
207-767-7125 fax  
207-232-3581 cellular South Portland, Maine  
[wayne@tecassoc.com](mailto:wayne@tecassoc.com)

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# Rail Crossing/Neighborhood Issues along Pan Am Railways line



*Note: Preliminary research was conducted by Town of Falmouth staff and has not been reviewed by other parties*

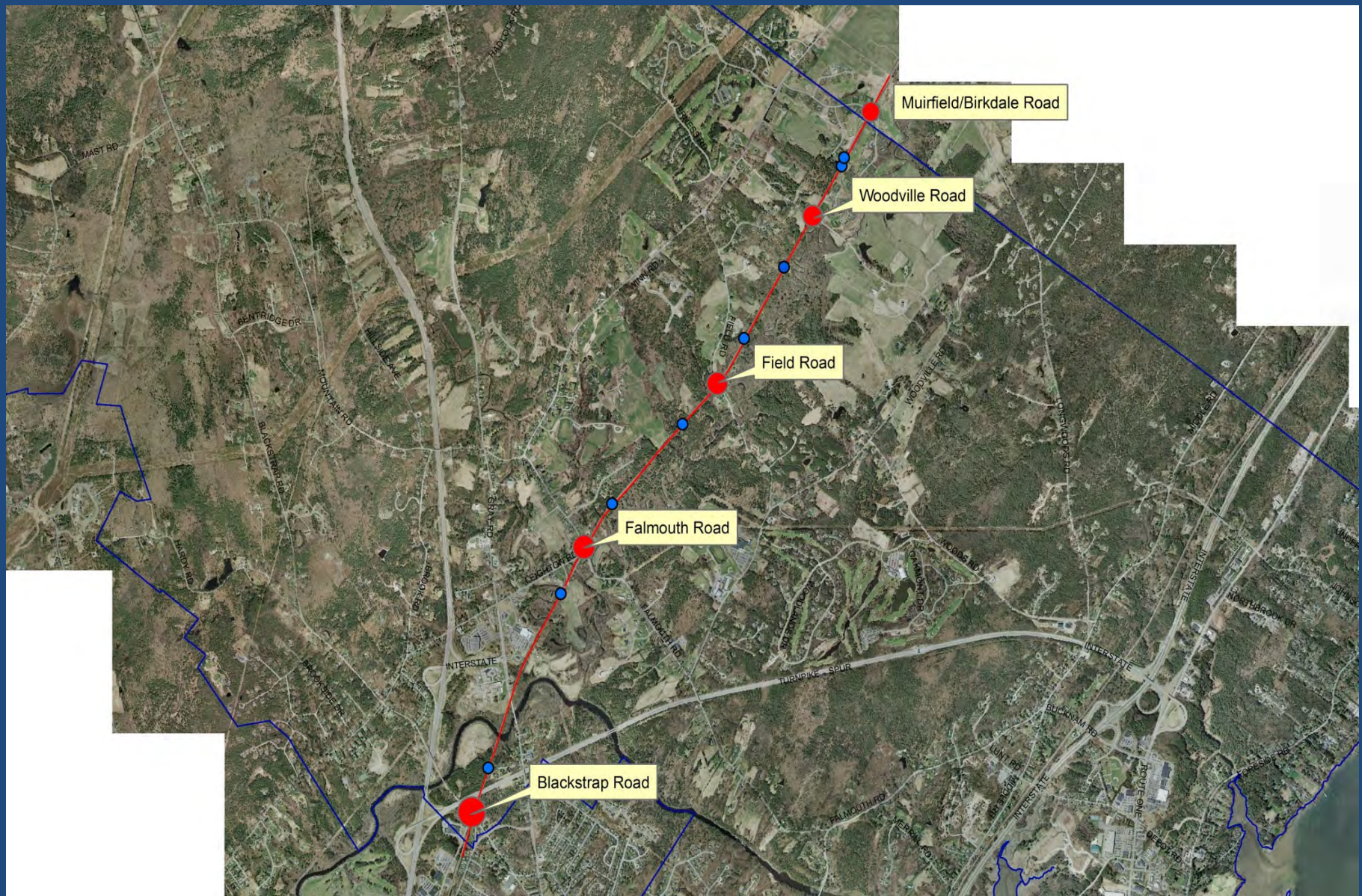




## Pan Am Railways Line

- Four (4) rail crossings in Falmouth: Blackstrap, Falmouth, Field, and Woodville roads
- One (1) crossing on private road: Muirfield Road/Birkdale Road (located in Cumberland, only road access is from Falmouth)
- Three (3) public crossings in Cumberland: Route 9, Tuttle, and Greely roads



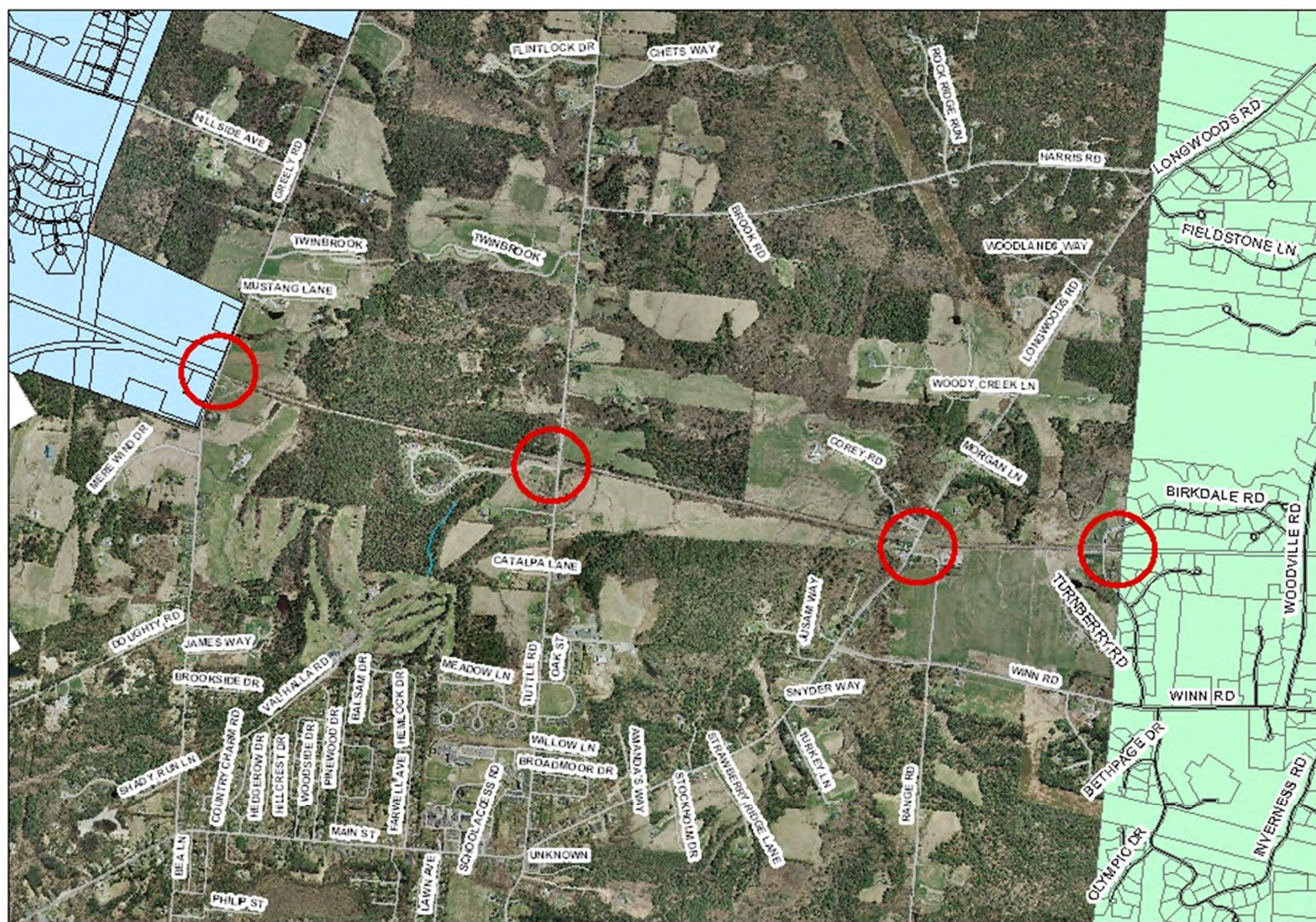


# Railroad Crossings in Falmouth



Yarmouth

Falmouth



2,000 1,000 0 2,000 Feet

1 inch = 2,000 feet

 Pan Am Railroad

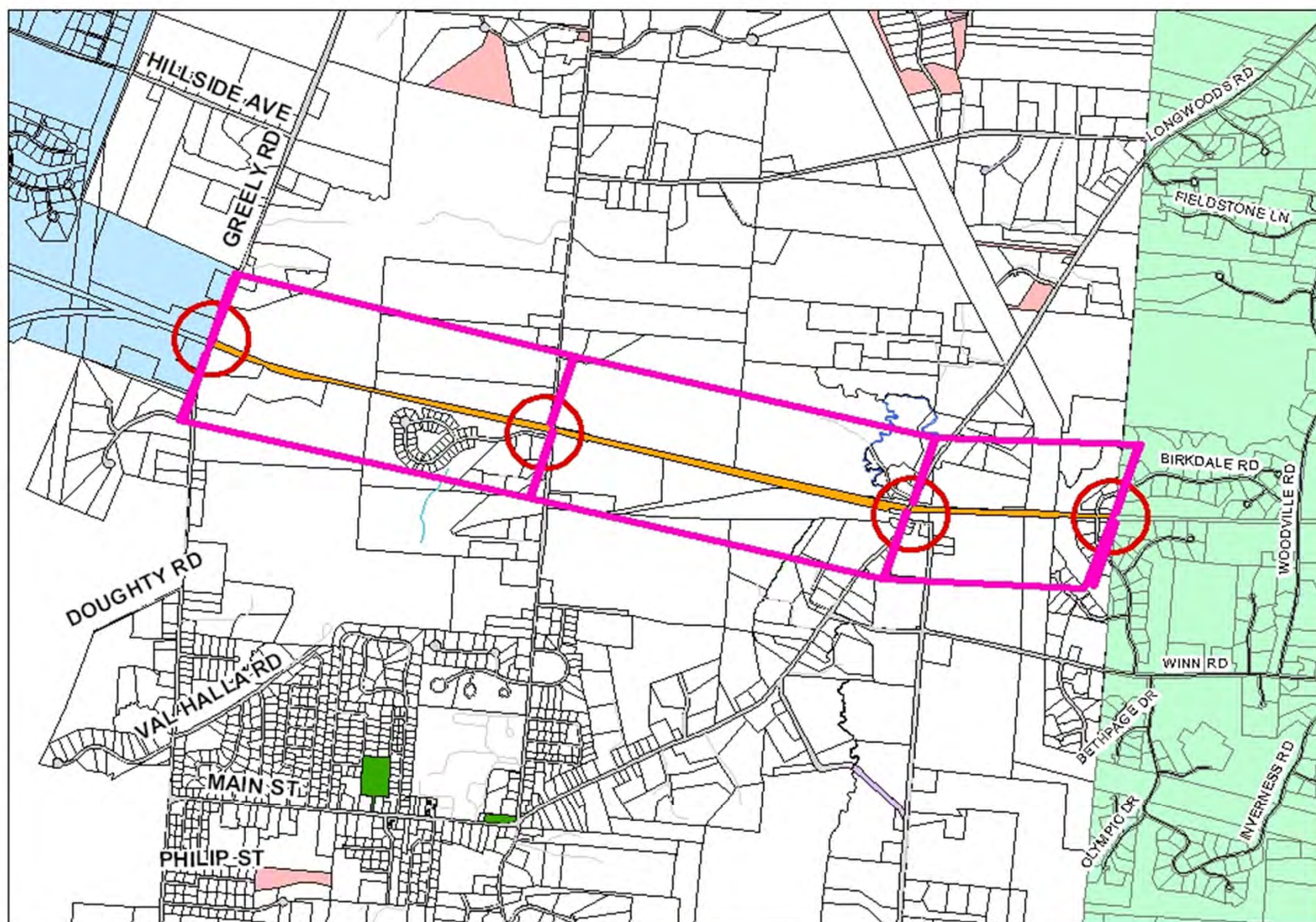
 RR Crossings

Cumberland, Maine  
August 8, 2011



Yarmouth

Falmouth



2,000 1,000 0 2,000 Feet

1 inch = 2,000 feet

 Pan Am Railroad

 RR Crossings

**Cumberland, Maine**  
**129 Properties**  
**within 1,000' - 2.6 Miles**

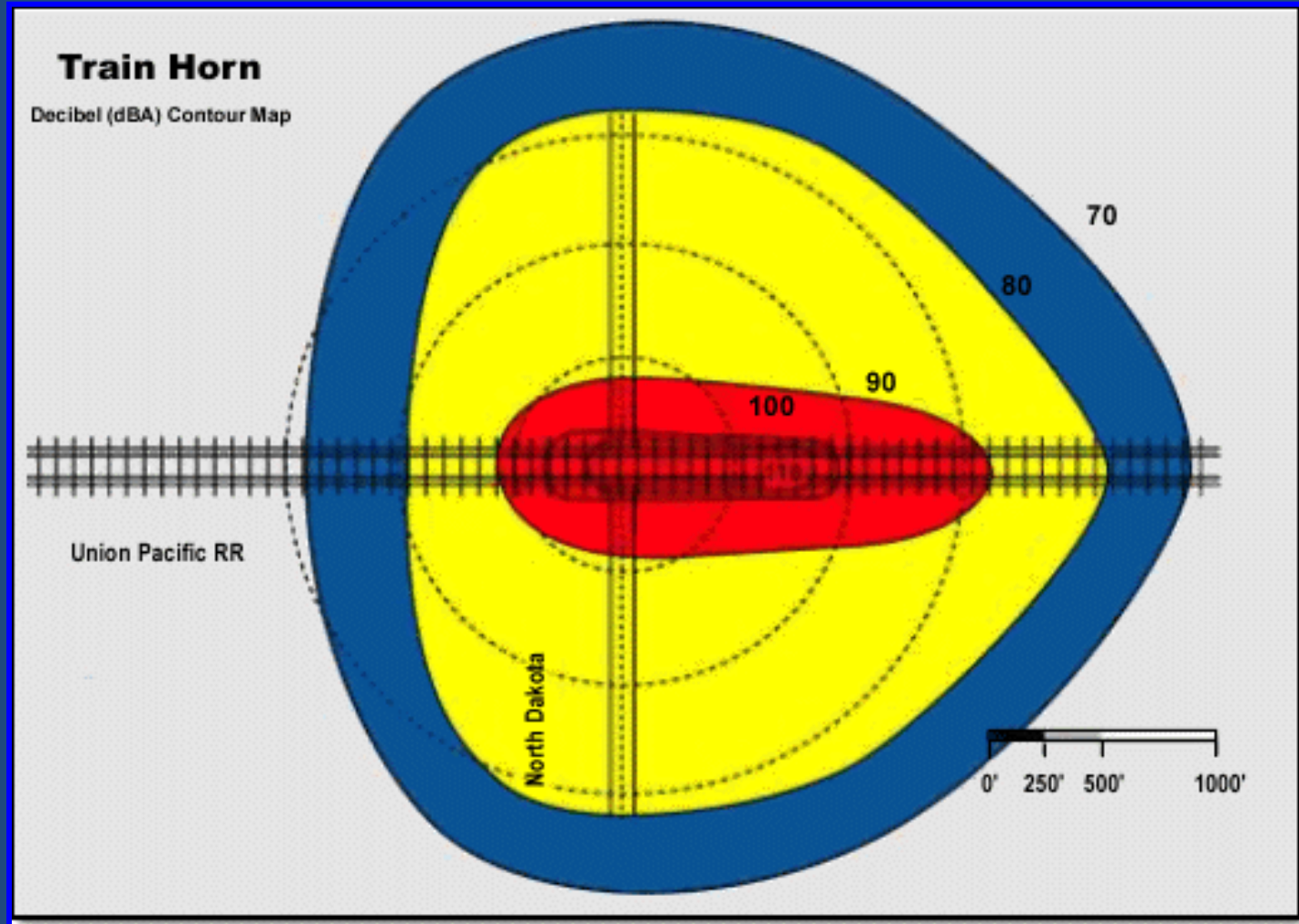


# Federal Horn Rule

- Routine sounding of train horn for max.  $\frac{1}{4}$  mile or max. 20 seconds before crossing
- Max. (110 dB) and min. (96dB) sound level set
- No horn is sounded if sufficient safety measures are in place (“Quiet Zone”)
  - Promote quality of life without compromising safety
- “44% more accidents at crossings with whistle ban and gates than without one”

(Source: Final Environmental Impact Statement, FRA, page 4-2)

# Noise Impact



Decibel contour footprint impact of train horn



# “Quiet Zone” (QZ)

- Blackstrap and Falmouth crossings are currently located in what is called a "Quiet Zone" (QZ) - approved by Federal Railroad Authority (FRA).
  - No routine train whistle will sound in this zone.
- QZ is only allowed if there are adequate supplemental safety measures in place that will ensure similar or greater safety related conditions than reliance on a train whistle.
  - Emergency sounding of horn is always permitted.



# Downeaster Impact

- Current rail traffic: 8 freight trains/day
- New Downeaster extension of service from Portland to Brunswick: + 6 trains/day
- Corridor upgrades paid for by the Northern New England Passenger Rail Authority (NNEPRA), operator of the Downeaster.
- Rail upgrade will allow freight trains to travel at higher speeds (from 40 to 60 mph)

# Crossing Upgrades

- NNEPRA-funded crossing upgrades may not be enough to either maintain QZ at Blackstrap and Falmouth Roads or add a new QZ to Field and Woodville Roads and into Cumberland.
  - Upgrades planned for September-October 2011
- There are supplemental safety measures (SSM's) that can be added to maintain or expand a QZ.
- Quiet zone measures are typically all Town cost

# QZ Safety Improvement Options

- Quad gate system \$\$\$
- Gates with medians or channelization \$
- One way street with gates N/A
- Temporary closures N/A

No QZ, but reduced horn noise:

- Wayside horn \$\$
- Alternative Safety Measures may be possible

# Quad gate system

- Gates at a crossing sufficient to block traffic from entering crossing when the gates are lowered
- When train approaches, all lanes on both sides of crossing are spanned by gates
- Upgrade from 2 to 4 gates: \$150K + road costs



# Gates with medians or channelization

- Reboundable vertical panels on raised curb
- Prevents drivers from circumventing the gates by switching into oncoming traffic lane and driving around the lowered gates to cross the tracks
- Must extend at least 60-100 feet from the gate arm
- Cost: \$13K









## Sligo Road Yarmouth





# Sligo Road Yarmouth

Pedestrian  
Gate  
Sligo Road  
Yarmouth  
(Tuttle ?)



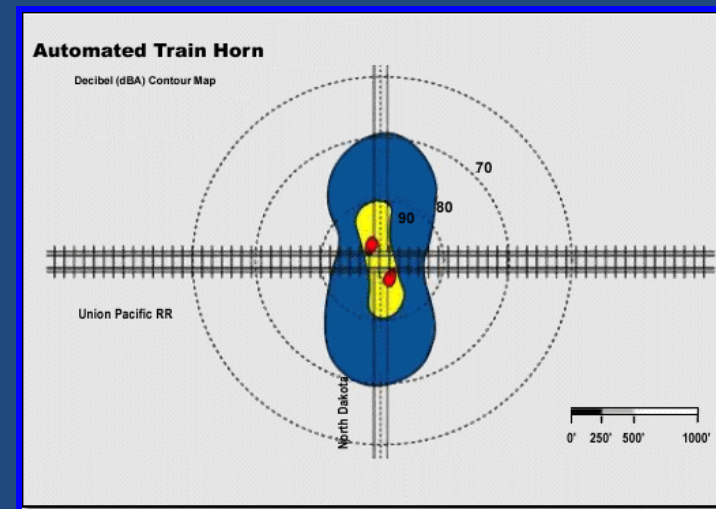
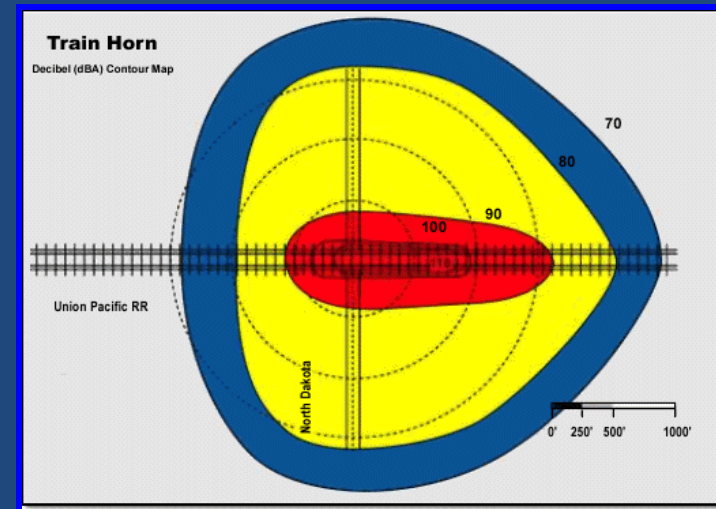






# Wayside horn

- Stationary horn system mounted at crossing rather than at train
- Automatically activated when train approaches
- Sounds like a train horn
- Activated until train reaches crossing
- Sound impact much more limited, but constant
- Cost: \$100K



# 1. Maintain Existing QZ in Falmouth?

- NNEPRA:
  - Will make min. required crossing improvements
  - Limited to 2 gates at crossings (these already exist at Blackstrap and Falmouth)
  - Supports train horn
  - Environmental Assessment states “no noise impact”
- May not maintain QZ. Whose responsibility is it to maintain existing quiet zone?

## 2. Expand QZ or Add New QZ?

- Field and Woodville Road improvements are Town of Falmouth responsibility
- Muirfield/Birkdale improvements are private responsibility, but may require municipal endorsement(s)
- Add New QZ in Cumberland too?

# Quiet Zone Qualifications

- **Nationwide Significant Risk Threshold (NSRT)**  
= average risk with flashers, gates and train horns
- Risk Index with Horns  
= risk at a crossing within QZ with train horns
- **Quiet Zone Risk Index (QZRI)**  
= average risk for all crossings in a QZ: added risk due to no horns minus reduced risk due to safety measures

# FRA's Quiet Zone Calculator

- Type of warning device
- Vehicles per day
- Trains per day
- Trains per daylight hours
- Number of tracks
- (Un)paved road
- Max. train speeds
- Number of lanes
- Number of years for accident analysis
- Number of accidents during analysis years



# QZ Preliminary Options

Crossing Location	Option 1	Option 2	Option 3
Blackstrap	Channelization/one-way road (Davis Farm Road)	Quad gates	Wayside Horn (no QZ)
Falmouth	Channelization/road realignment (Leighton Road)	Quad gates	Wayside Horn (no QZ)
Field	Channelization	Wayside Horn (no QZ)	Quad gates
Woodville	Channelization	Wayside Horn (no QZ)	Quad gates
(Muirfield/Birkdale)	Channelization	Wayside Horn (no QZ)	Quad gates
Main St/Route 9	Channelization	Wayside Horn (no QZ)	Quad gates
Tuttle	Channelization (may require realignment of Crossing Brook Road)	Wayside Horn (no QZ)	Quad gates
Greely	Channelization	Wayside Horn (no QZ)	Quad gates

# Muirfield/Birkdale



Looking East



Looking West

# Muirfield/Birkdale



Looking Southeast



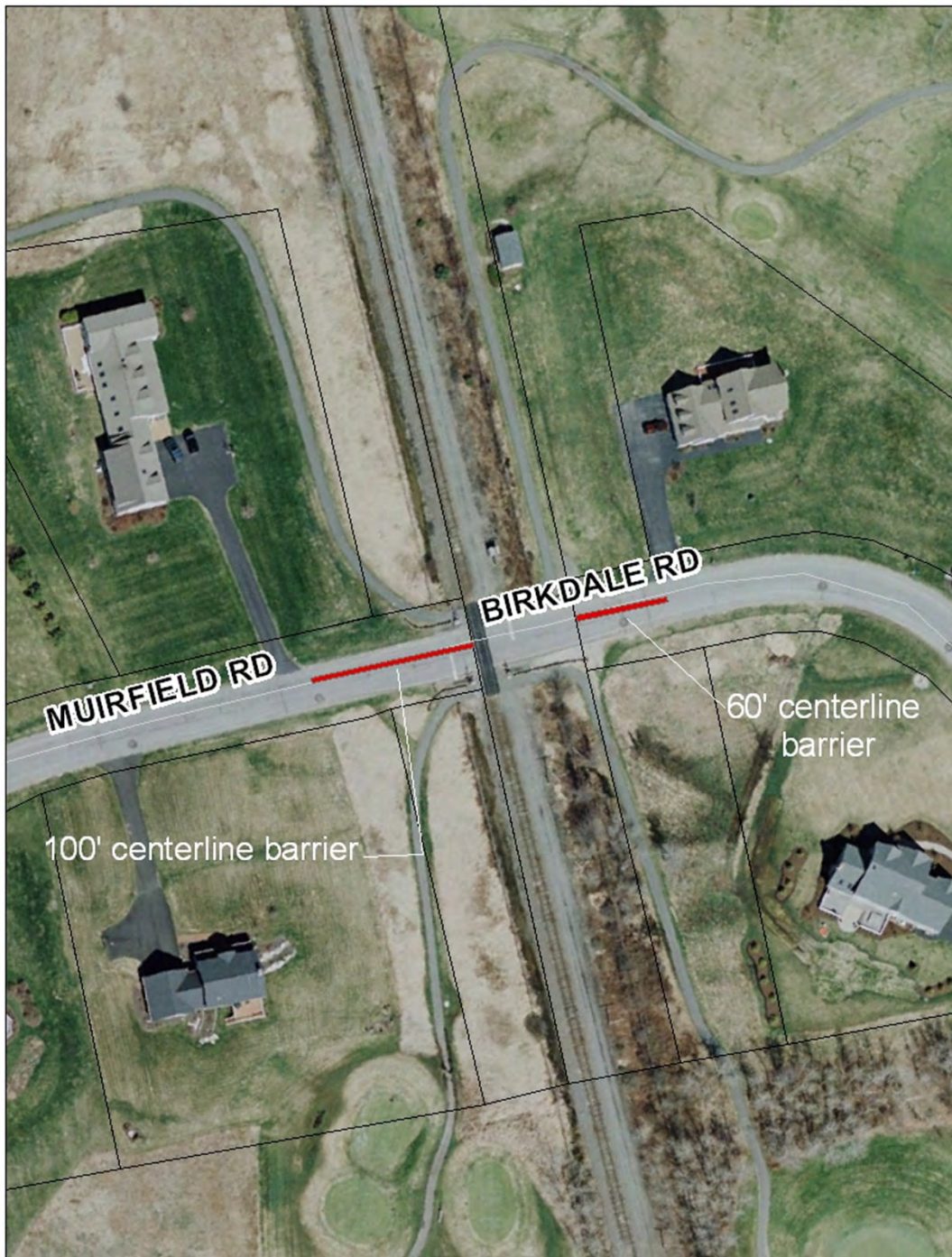
Looking West





Muirfield Road/Birkdale Road: Channelization?





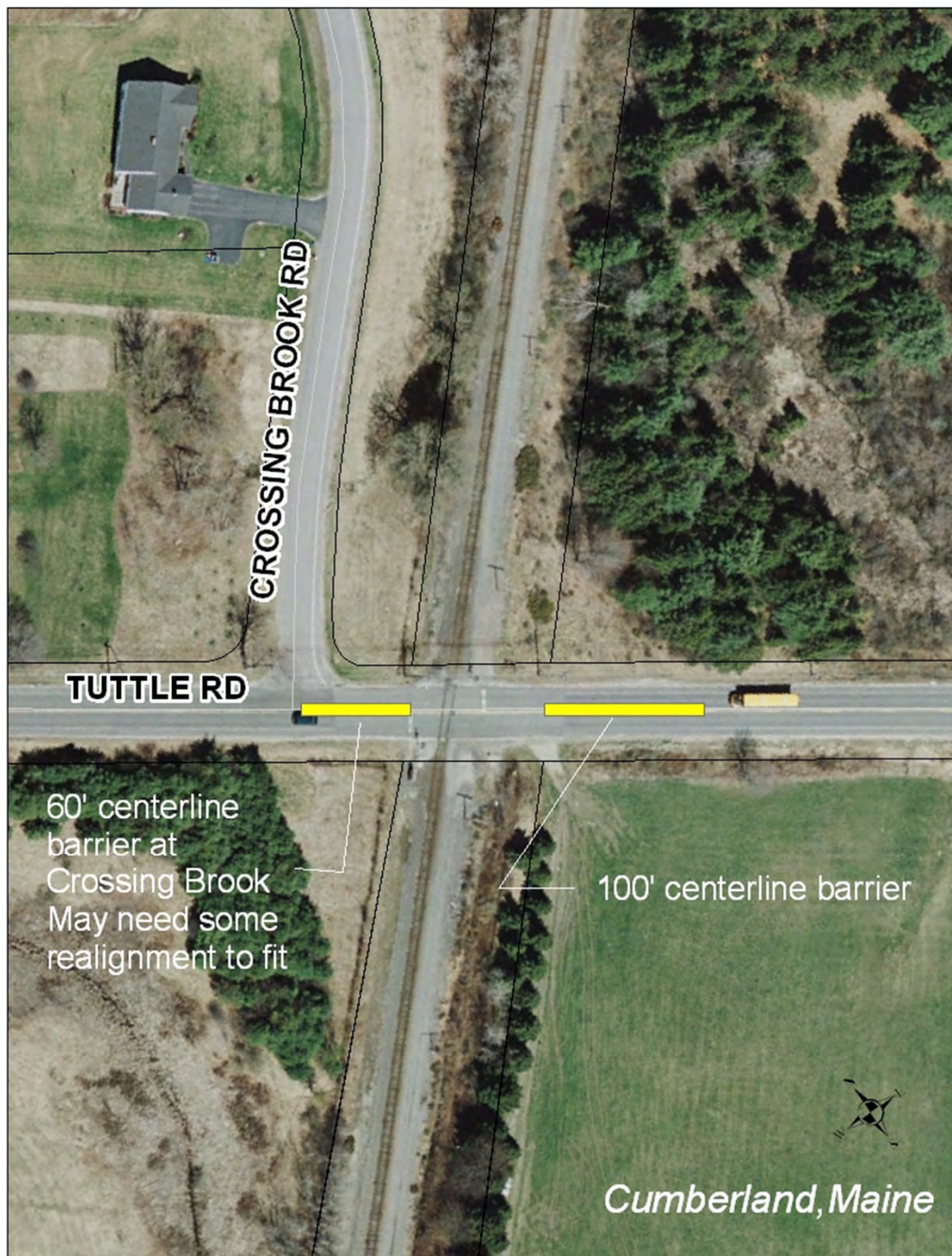
# Falmouth Country Club at Birkdale & Muirfield Rd





# Longwoods Road Near Corey & Cross Road Cumberland





# Tuttle Road At Crossing Brook Rd





# Greely Road Spring Brook Farm & Twin Brook Park

Crossing	Type	Traffic count (ADT)	Town	Automatic flashing lights + 2-gates (as planned by NNEPRA; min. required)		Channelization (allows work to be done outside RR right of way)		Upgrade to Quad gates (requires work to be done by railroad in RR right of way)	
				QZRI	Cost to towns of Falmouth or Cumberland	QZRI	Cost	QZRI	Cost
Blackstrap	Public	4,522	Falmouth	21,075.34	\$0	5,268.83	\$13K	3,793.56	\$150K+
Falmouth	Public	3,739	Falmouth	19,326.51	\$0	4,831.63	\$200K	3,478.77	\$150K+
Field	Public	225	Falmouth	10,254.37	\$0	2,563.59	\$13K	1,845.79	\$130K
Woodville	Public	620	Falmouth	15,547.17	\$0	3,886.79	\$13K	2,798.49	\$129K
Muirfield/Birkdale	Private		Cumberland						
Route 9	Public	5,207	Cumberland	37,249.69	\$0	9,312.42	\$13K	6,704.94	\$130K
Tuttle	Public	2,615	Cumberland	28,074.12	\$0	7,018.53	\$13K	5,053.34	\$129K
Greely	Public	1,619	Cumberland	23,057.36	\$0	5,764.34	\$13K	4,150.33	\$129K

- Quiet zones can be a combination of contiguous crossings each with a combination of improvements as long as **average QZRI is less than 14,007.00 (=NSRT)**.
- All crossings in new QZ must have safety measures added regardless how low their risk indexes may be.



# Summary chart

Option	Quiet Zone	Safety Measures	QZRI	Town of Falmouth Cost	Muirfield/Birkdale Cost	Town of Cumberland Cost
1	Blackstrap-Falmouth	Channelization (2)	5,050.23	\$213K	\$0	\$0
2	Blackstrap-Muirfield/Birkdale	Channelization (5)	4,137.71	\$239K	\$13K	\$0
3	Blackstrap-Route 9	Channelization (6)	5,172.65	\$239K	\$13K	\$39K
4	Blackstrap-Greely	Channelization (8)	5,520.88	\$239K	\$13K	\$39K
5	Blackstrap-Greely	Quad gates (8)	3,975.03	\$559K+	TBD	\$388K

# Process for new or expanded QZ

1. Submit a **Notice of Intent (NOI)** to Expand or Create a New Quiet Zone to FRA, Pan Am, NNEPRA, MDOT
2. **60-day comment** period for FRA, Pan Am, NNEPRA, MDOT
3. **Prepare final design.** Incorporate comments received in design, if warranted
4. Recommend **review with FRA** before construction
5. **Update Grade Crossing** Inventory Forms for every crossing to be included in New Quiet Zone

## QZ Process (continued)

6. **Install Advance** Warning Signs and install treatments
7. **Update National Grade Crossing Inventory** to reflect current conditions at each public crossing within the Quiet Zone
8. Submit a Notice of **Quiet Zone Establishment** (NOE) to FRA, Pan Am, NNEPRA, MDOT.
9. **Quiet zone takes automatically** effect – applies to all freight and passenger trains
10. **Submit periodic updates**, including updated USDOT Grade Crossing Inventory Forms, to FRA every 5 +/- years.

# ITEM

## 19-100

To hold a Public Hearing to consider and act on a Mass Gathering Permit for the Cumberland Soccer Club's "Just for Fun Tournament" to be held August 31<sup>st</sup> through September 1<sup>st</sup> from 7:00 a.m. to 6:30 p.m. at Twin Brook



## MEMORANDUM

To: William Shane, Town Manager

From: Tamara O'Donnell, Town Clerk

Re: Cumberland Soccer Club "Just For Fun" Labor Day Tournament

I held a meeting at 3:00 p.m., on Tuesday, June 25, 2019, with, Cumberland Soccer Club Representative Mr. Todd Dominski, Police Chief Rumsey, Patty Murphy Fire Dept. Rep., and Recreation Program Director Peter Bingham.

We reviewed in detail the requirements of the Mass Gathering Ordinance with Mr. Dominski. The following represents our mutual understanding:

- Exact attendance levels are unknown, however, it was determined that 3,000 is likely. Therefore, the organizers will pay the Minor Mass Gathering fee of \$250.00.
- The 2019 "Just For Fun" Tournament will be held September 1st and September 2nd. The hours will be from 7 a.m. to 6:30 p.m.
- There will be 175 teams from all across Maine participating.
- There will be parking attendants for the parking areas. The Cumberland Soccer Club Boosters will be used as parking attendants.
- "No Parking" signs will be posted on the edge of Tuttle Road at the entrance to the park.
- The current insurance expires August 31, 2019, and a renewal certificate will be provided to the Clerk immediately prior to the event.
- The Soccer Club Boosters will be running the concession stands at both locations (Twin Brook and the High School).
- Greely Soccer teams will dispose of all trash and place in dumpster. Dumpster will be emptied on Monday, September 4, 2019.
- There will be 1 Paramedic and 1 EMT, from the Fire Department on site at Twin Brook both days, 1 crew 10-2 both days at the High School.
- There will be 1 Police Officer on duty 8 a.m.-5 p.m. at Twin Brook both days, and 1 Police Officer on duty from 10 a.m.-2 p.m. each day at the high school.
- There will be seven (7) additional porta potties available.

- Communication between parties will be by two way radio and cell phone.
- Anita Anderson will conduct food vendor inspections during the set-up hours.
- Contact person for this event is Mr. Todd Dominski. Contact number is 650-0606.

Insurance certificate is forthcoming.

Approximate fees for this event are as follow:

\$ 250.00 Mass Gathering Permit  
\$2,771.00 Twin Brook Fee  
\$1,598.22 Police Department  
\$1,348.88 Fire Department  
\$ 700.00 Municipal Staff

I believe we have covered all areas related to the Mass Gathering Permit application. I anticipate that this event will be very successful and well managed. I hope the weather cooperates and they have a wonderful turnout. Thank you.



**TOWN OF CUMBERLAND**  
**MASS GATHERING EVENT PUBLIC SAFETY SIGN-OFF**

Date of event 8/31/19 & 9/1/19

Name of event CSC "Just for Fun Soccer Tournament"

Location of event Twin Brook, Greely High School, Middle School

Estimated attendance 3,000

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Police Chief recommendation for event coverage: 1 officer from 8-5 both  
Saturday & Sunday, 1 officer from 10-2 both Saturday & Sunday, total of 26 hrs @ \$61.47/hr.

Police event coverage cost: \$ 1,598.22

Fire Chief recommendation for event coverage: 1 Crew 8-5 both days Twin Brook,  
1 Crew both days 10-2 High School. Total 52 hrs @ \$25.94/hr.

Fire Department event coverage cost: \$ 1,348.88

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Total safety cost for event coverage: \$ 2,947.10

**\*This is a cost estimate based on the numbers you provided. If the event changes & additional staff is required, costs will increase.**

Event Coordinator Signature: Todd L Dominicki 7-2-19

## TOWN OF CUMBERLAND

Publication Dates: \_\_\_\_\_  
Publication Names: \_\_\_\_\_  
Date Filed: \_\_\_\_\_  
Fee Received: \_\_\_\_\_  
Date Ordinance Received: \_\_\_\_\_  
Issued: \_\_\_\_\_  
Denied: \_\_\_\_\_

### Mass Gathering Application-Minor Large Outdoor Event (500-4,999 persons)

This application must be filed with the Town Clerk not less than 60 days before the date of the event.  
Application must be accompanied by a non-refundable fee of \$250.00.

Name of Applicant: Cumberland Soccer Club

Address of Applicant: P.O. Box 352 Cumberland, ME 04021

Name of Event: Just for Fun Tournament

Facility where the event will be held: Twin Brook & Greely Middle School

Is the facility owned by the applicant: \_\_\_\_\_ yes; ☒ no, (if no, attach a copy of the contract with  
The owner which allows use of property)

Name of promoter (if different from above): \_\_\_\_\_

Telephone number: 207-650-0606

Date of Event: 8/31/19 & 9/1/19 Time (start and finish times): 7:00am - 6:30pm

Number of tickets available: \_\_\_\_\_

Expected attendance: 175 Teams

Description of event: Prec Fall Season Soccer Tournament

Will any food vendors be serving at the event: \_\_\_\_\_ yes, ☒ no, (if yes, how many, and  
what types) \_\_\_\_\_

CSC will have a snack area

Will any alcohol vendors be serving at the event? \_\_\_\_\_ yes, ☒ no (if yes, list name and attach  
A copy of the vendors license to sell alcohol, describe what alcohol will be served) \_\_\_\_\_



Describe the three most recent outdoor performances of the group, performer, or event being proposed. Include location, date(s), number in attendance, promoter or sponsoring person or organization.

1. Just for Fun Tournament 2018, 2017, 2016
2. \_\_\_\_\_
3. \_\_\_\_\_

**Description of facility:**

- A. Seating capacity: \_\_\_\_\_ permanent; \_\_\_\_\_ temporary
- B. Other seating capacity: \_\_\_\_\_ festival; \_\_\_\_\_ standing room only (sq. ft.)
- C. Number of toilets available: 2 permanent; 7 portable
- D. Number of parking spaces available: \_\_\_\_\_ on-site; \_\_\_\_\_ off-site
- E. Are all parking lots lighted (applicable only if event runs into evening hours: \_\_\_\_\_ yes; \_\_\_\_\_ no, if no, which lots are not lighted \_\_\_\_\_)
- F. Source of potable water: Swan Snack Shack and Shed
- G. Refuse containers available, number and size: TBD
- H. Name of refuse disposal company (attach a copy of the agreement to pick up refuse) \_\_\_\_\_
- I. When will refuse be picked up? TBD

**Public Safety:** - TBD Based on Meeting with town

- J. Describe first aid facilities: \_\_\_\_\_
- K. Describe emergency facilities: \_\_\_\_\_
- L. Describe communication facilities: \_\_\_\_\_
- M. Number of certified police officers: \_\_\_\_\_
- N. Other security personnel (include company name and qualification): \_\_\_\_\_
- O. Describe fire personnel: \_\_\_\_\_

# BUDGET REPORT

# REVENUES

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## TOWN OF CUMBERLAND HISTORICAL ACTUALS COMPARISON REPORT

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FOR PERIOD 12 OF 2019

ACCOUNTS FOR: 001 General Fund	PRIOR YR3 ACTUALS	PRIOR YR2 ACTUALS	LAST YR ACTUALS	CURRENT YR ACTUALS	CY REV BUDGET
<hr/>					
0011 Other Tax Revenues					
<hr/>					
0011 0303 Motor Vehicle Excise Tax	-1,839,285.88	-1,943,428.95	-2,101,824.00	-2,145,828.23	-1,950,000.00
0011 0304 Boat Excise Tax	-16,862.30	-16,021.70	-18,402.19	-14,856.10	-14,000.00
0011 0325 Supplemental Taxes	-51,067.34	-14,130.35	.00	.00	.00
0011 0328 Outer Islands Property Tax	-39,889.25	-43,352.06	-43,774.06	-44,041.00	-42,000.00
0011 0329 Payment in Lieu of Taxes	-29,608.00	-29,804.00	-30,688.00	-31,918.00	-31,000.00
TOTAL Other Tax Revenues	-1,976,712.77	-2,046,737.06	-2,194,688.25	-2,236,643.33	-2,037,000.00
0012 License & Permit Revenues					
<hr/>					
0012 0311 Hunting/Fishing Lic Agent Fees	-512.25	-495.03	-488.50	-481.25	-541.00
0012 0312 Marriage Lic & Vital Records	-2,341.80	-2,361.86	-2,090.60	-2,503.80	-2,436.00
0012 0313 Birth Certificates	-1,276.20	-1,447.00	-1,667.20	-1,491.40	-1,361.00
0012 0314 Death Certificates	-1,554.60	-1,848.13	-1,391.00	-1,994.00	-1,713.00
0012 0315 Clerk Licenses	-6,020.00	-3,545.00	-4,615.00	-5,170.00	-4,608.00
0012 0316 Shellfish Licenses	-553.44	-729.69	-593.85	-662.95	.00
0012 0317 Conservation Fees	-121.56	-150.31	-146.15	-177.05	.00
0012 0334 Snowmobile Reg. Agent Fees	-183.00	-241.00	-201.00	-223.00	.00
0012 0361 Motor Vehicle Reg. Agent Fees	-21,562.00	-21,448.00	-22,030.00	-21,763.00	-21,406.00
0012 0362 Boat Reg. Agent Fees	-675.00	-660.00	-706.00	-681.00	-1,098.00
0012 0366 Building Permits	-92,281.87	-120,409.01	-68,660.01	-74,055.25	-75,000.00
0012 0367 Electrical Permits	-19,001.85	-27,410.83	-25,610.10	-22,440.55	-21,634.00
0012 0368 Plumbing Permits	-14,955.00	-21,357.50	-18,252.50	-15,056.00	-18,789.00
0012 0369 Other Permits	-1,600.00	-1,902.00	-1,000.00	-976.00	-1,751.00
0012 0383 ATV Reg. Agent Fees	-30.00	-60.72	-94.00	-122.00	-37.00
0012 0390 Misc. Revenue	.00	.00	.00	-1,350.00	.00
0012 0398 Application Fee	-1,597.23	-800.00	-1,450.00	-4,150.00	-1,300.00
0012 0401 Dog Reg. Clerk Fees	-3,307.50	-2,422.00	-1,999.00	-937.00	-2,800.00
0012 0404 Commercial Haulers License	-600.00	-600.00	-500.00	-500.00	-500.00
TOTAL License & Permit Revenue	-168,173.30	-207,888.08	-151,494.91	-154,734.25	-154,974.00
0013 Intergovernmental Revenues					
<hr/>					
0013 0331 State Revenue Sharing	-428,937.71	-415,633.17	-458,304.35	-314,395.09	-453,207.00
0013 0332 Park Fee Sharing	-8,133.33	-10,624.80	.00	.00	-10,055.00

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**TOWN OF CUMBERLAND  
HISTORICAL ACTUALS COMPARISON REPORT**
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**FOR PERIOD 12 OF 2019**

<b>ACCOUNTS FOR:</b>	<b>PRIOR YR3</b>	<b>PRIOR YR2</b>	<b>LAST YR</b>	<b>CURRENT YR</b>	<b>CY REV</b>
<b>001 General Fund</b>	<b>ACTUALS</b>	<b>ACTUALS</b>	<b>ACTUALS</b>	<b>ACTUALS</b>	<b>BUDGET</b>
0013 0335 DOT Block Grant	-63,232.00	-68,012.00	-69,136.00	-68,644.00	-69,136.00
0013 0341 North Yarmouth Recreation Shar	-7,288.00	-43,685.00	-33,376.00	-18,920.00	-35,000.00
0013 0342 North Yarmouth Library Share	-145,952.00	-144,349.00	-155,424.00	-160,072.00	-160,000.00
0013 0347 North Yarmouth Channel 2	-2,548.00	-2,774.00	-737.00	.00	.00
0013 0348 ACO Sharing Payments	-12,644.00	-10,039.34	.00	.00	.00
<b>TOTAL Intergovernmental Revenue</b>	<b>-668,735.04</b>	<b>-695,117.31</b>	<b>-716,977.35</b>	<b>-562,031.09</b>	<b>-727,398.00</b>
<b>0015 Other Revenues</b>					
0015 0305 Interest & Penalties	-39,164.85	-31,385.94	-24,351.71	-32,127.31	-30,000.00
0015 0306 Over/Short	73.18	103.54	1,207.02	442.21	-100.00
0015 0364 Growth Permits	-4,100.00	-13,600.00	-3,000.00	-2,400.00	-2,000.00
0015 0365 Board of Appeals	-500.00	.00	-300.00	-100.00	.00
0015 0379 Investment Earnings	-6,162.01	-349.64	.00	.00	.00
0015 0382 Sale of Assets	-7,599.00	.00	.00	.00	.00
0015 0390 Misc. Revenue	-51,294.27	-38,903.69	-33,518.02	-40,746.09	-25,000.00
0015 0399 Staff Review Fee	-15,827.77	-10,675.00	-23,332.50	-11,250.00	-14,117.00
0015 0402 Cable TV Revenue	-111,418.32	-116,809.64	.00	-128,633.84	.00
0015 0403 Mooring Fees	-1,935.00	-3,700.00	-4,100.13	-4,387.92	-1,500.00
0015 0410 Private Ways	-1,400.00	-200.00	-200.00	-1,000.00	-400.00
0015 0432 Workers Compensation Dividend	-10,803.37	-13,558.82	.00	.00	.00
0015 0508 Impact Fees	-112,953.50	-184,440.79	-59,616.20	-79,340.10	-60,000.00
<b>TOTAL Other Revenues</b>	<b>-363,084.91</b>	<b>-413,519.98</b>	<b>-147,211.54</b>	<b>-299,543.05</b>	<b>-133,117.00</b>
<b>0021 Police Related Revenues</b>					
0021 0337 State Grant revenue	.00	.00	.00	-1,195.00	.00
0021 0351 Police Issued Permits	-3,667.00	-2,839.00	-2,329.00	-2,212.00	-2,000.00
0021 0353 Police Insurance Reports	-545.00	-456.00	-562.00	-446.00	-500.00
0021 0390 Miscellaneous Police Revenue	-938.00	-128.00	-318.15	-811.25	-648.00
0021 0427 Parking Tickets	.00	-111.00	-615.00	-375.00	-100.00
0021 0431 Outside Detail	-28,804.28	-32,566.00	-32,737.68	737.52	.00
0021 0536 Dog Licenses ACO Revenue	-1,695.00	-1,970.00	-3,003.00	-2,983.00	-1,800.00
0021 0540 MSAD #51 SRO Reimbursement	.00	.00	-48,000.00	-49,000.00	-49,000.00
0021 0546 Court Reimbursements	-2,933.04	-2,409.72	-3,246.56	-584.32	-2,200.00
0021 0620 Federal Grant revenue	-25,000.00	.00	.00	.00	.00
<b>TOTAL Police Related Revenues</b>	<b>-63,582.32</b>	<b>-40,479.72</b>	<b>-90,811.39</b>	<b>-56,869.05</b>	<b>-56,248.00</b>
<b>0022 Fire Related Revenues</b>					



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**TOWN OF CUMBERLAND  
HISTORICAL ACTUALS COMPARISON REPORT**
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**FOR PERIOD 12 OF 2019**

<b>ACCOUNTS FOR:</b>	<b>PRIOR YR3</b>	<b>PRIOR YR2</b>	<b>LAST YR</b>	<b>CURRENT YR</b>	<b>CY REV</b>
<b>001 General Fund</b>	<b>ACTUALS</b>	<b>ACTUALS</b>	<b>ACTUALS</b>	<b>ACTUALS</b>	<b>BUDGET</b>
<hr/>					
0022 0390 Misc. Revenue	-60.00	-77.50	-450.00	.00	-100.00
0022 0431 Outside Details	-18,700.35	-21,132.19	-20,036.25	.00	.00
0022 0504 Rescue Billing	-163,410.49	-154,208.48	-157,138.83	-147,474.92	-160,000.00
0022 0505 Non Emergency Transports	-73,280.64	-59,378.19	-6,865.06	.00	-12,000.00
0022 0507 Paramedic Intercepts	-900.00	-600.00	-300.00	.00	-600.00
TOTAL Fire Related Revenues	-256,351.48	-235,396.36	-184,790.14	-147,474.92	-172,700.00
 0031 Public Services Revenues					
<hr/>					
0031 0390 Misc. Revenue	-390.00	-312.00	-615.00	-3,633.00	-500.00
0031 0391 Field Usage Fees	-13,564.12	-8,334.00	-9,774.40	-7,643.80	-10,000.00
0031 0431 Outside Details	-2,338.17	-2,265.56	-1,912.00	-1,234.03	.00
0031 0517 Bags/Universal Waste	-288,725.00	-290,043.50	-254,555.00	-210,405.00	-286,015.00
0031 0539 Brush Passes	-7,614.00	-9,237.00	-10,200.00	-10,730.00	-8,277.00
0031 0617 Twin Brooks Donations	-77.00	-23.00	-143.00	.00	-92.00
TOTAL Public Services Revenues	-312,708.29	-310,215.06	-277,199.40	-233,645.83	-304,884.00
 0035 VH Other Revenues					
<hr/>					
0035 0329 Payment in Lieu of Taxes	-2,000.00	-2,000.00	-3,000.00	.00	-8,000.00
0035 0378 Soda Sales	-2,669.12	-2,381.49	-2,860.30	-2,604.60	-2,500.00
0035 0560 Rental Income	-23,015.69	-25,841.34	-25,091.49	-22,026.91	-14,000.00
0035 0565 Cell Tower Land Lease	-14,400.00	-21,600.00	-21,600.00	-21,600.00	-24,000.00
TOTAL VH Other Revenues	-42,084.81	-51,822.83	-52,551.79	-46,231.51	-48,500.00
 0037 VH Golf Revenues					
<hr/>					
0037 0306 Over/Short	-14.78	-22.75	-5.43	250.38	.00
0037 0357 Golf Memberships	-233,003.80	-230,898.00	-225,085.69	-220,646.15	-230,000.00
0037 0358 Greens Fees	-137,497.94	-116,041.92	-131,917.19	-132,082.98	-120,000.00
0037 0359 Golf Cart Rentals	-88,125.84	-85,193.13	-93,134.10	-76,800.09	-88,000.00
0037 0416 Practice Range	-10,819.00	-8,116.75	-9,798.00	-5,281.75	-10,000.00
0037 0417 VH Program Revenues	-52,018.64	-61,040.00	-78,586.57	-58,925.70	-56,529.00
0037 0419 Advertising Sales	-29,289.10	-17,495.69	-16,390.00	-19,631.50	-23,392.00

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**FOR PERIOD 12 OF 2019**

<b>ACCOUNTS FOR:</b>		<b>PRIOR YR3 ACTUALS</b>	<b>PRIOR YR2 ACTUALS</b>	<b>LAST YR ACTUALS</b>	<b>CURRENT YR ACTUALS</b>	<b>CY REV BUDGET</b>
<b>001</b>	<b>General Fund</b>					
0037	0522 Outing Golf	-90,122.08	-61,758.81	-43,998.00	-46,725.43	-45,000.00
0037	0617 Donations Received	.00	.00	-845.00	.00	.00
	TOTAL VH Golf Revenues	-640,891.18	-580,567.05	-599,759.98	-559,843.22	-572,921.00
<b>0041 Recreation Related Revenues</b>						
0041	0371 41000 Fall Recreation Revenue	-45,092.45	.00	.00	.00	.00
0041	0372 41000 Winter Recreation Revenue	-97,131.00	.00	.00	.00	.00
0041	0373 41000 Spring Recreation Revenue	-39,582.00	.00	.00	.00	.00
0041	0374 41000 Summer Recreation Revenue	-248,440.33	.00	.00	.00	.00
0041	0440 41100 After School Programs	-210,848.38	-258,014.19	-304,583.25	-322,212.09	-214,836.00
0041	0441 41110 Youth Enrichment Programs	.00	-117,240.86	-155,269.23	-174,692.20	-108,607.00
0041	0442 41120 Youth Sports Programs	.00	-96,123.95	-108,076.27	-123,138.75	-93,052.00
0041	0443 41130 Skiing Programs	.00	-45,741.28	-49,560.85	-53,362.00	-45,020.00
0041	0444 41140 Day Camps	.00	-184,832.94	-205,066.36	-205,228.22	-180,160.00
0041	0445 41150 Swimming Programs	.00	-23,803.10	-28,319.02	-26,870.29	-54,052.00
0041	0446 41160 Adult Enrichment Revenue	-38,722.10	-43,397.91	-41,566.98	-39,409.43	-39,515.00
0041	0447 41170 Adult Fitness Revenue	-59,296.75	-70,572.38	-62,142.14	-62,750.83	-37,743.00
0041	0448 41190 Special Events/Trips Reven	-2,243.00	-5,796.43	-6,292.58	-5,908.00	-2,243.00
0041	0449 41190 Recreation Programs	-8,372.00	-1,334.62	-3,209.26	-2,151.00	-6,971.00
0041	0570 41190 Rec Soccer Revenue	-15,245.00	-23,349.77	-29,279.99	-23,345.00	-20,245.00
0041	0571 41190 Rec Ultimate Frisbee Reven	-15,763.00	-13,694.97	-12,318.14	-14,639.00	-15,672.00
0041	0606 41190 CPR/First Aid Revenues	1,401.20	-1,010.00	-50.00	350.00	.00
	TOTAL Recreation Related Reven	-779,334.81	-884,912.40	-1,005,734.07	-1,053,356.81	-818,116.00
<b>0045 Library Related Revenues</b>						
0045	0379 Library Interest Income	-293.70	.00	.00	.00	.00
0045	0392 Library Fines	-4,281.45	-3,396.57	-3,314.26	-3,221.73	-3,500.00
0045	0394 Misc. Library Revenue	-1,818.29	-1,571.16	-1,253.90	-1,199.00	-1,000.00
	TOTAL Library Related Revenues	-6,393.44	-4,967.73	-4,568.16	-4,420.73	-4,500.00
	TOTAL General Fund	-5,278,052.35	-5,471,623.58	-5,425,786.98	-5,354,793.79	-5,030,358.00
	TOTAL REVENUES	-5,278,052.35	-5,471,623.58	-5,425,786.98	-5,354,793.79	-5,030,358.00
	GRAND TOTAL	-5,278,052.35	-5,471,623.58	-5,425,786.98	-5,354,793.79	-5,030,358.00

# EXPENSES

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## TOWN OF CUMBERLAND HISTORICAL ACTUALS COMPARISON REPORT

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FOR PERIOD 12 OF 2019

ACCOUNTS FOR: 001 General Fund	PRIOR YR3 ACTUALS	PRIOR YR2 ACTUALS	LAST YR ACTUALS	CURRENT YR ACTUALS	CY REV BUDGET
<hr/>					
10 General Government					
<hr/>					
130 Administration	611,711.29	603,647.43	618,871.79	621,552.91	588,736.00
140 Assessor	97,596.59	94,209.74	95,385.43	108,909.27	96,036.00
150 Town Clerk	228,136.72	216,522.88	214,723.00	245,352.62	247,295.00
160 Technology	167,767.11	192,988.37	212,556.07	211,362.15	202,151.00
165 Elections	7,967.70	12,376.48	13,976.40	10,826.97	16,026.00
170 Planning	73,727.32	68,575.85	62,423.48	63,037.67	71,630.00
190 Legal	50,461.63	69,113.60	59,052.56	59,674.18	47,500.00
TOTAL General Government	1,237,368.36	1,257,434.35	1,276,988.73	1,320,715.77	1,269,374.00
20 Public Safety					
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210 Police	1,350,919.74	1,326,514.27	1,350,866.32	1,333,366.58	1,378,565.00
220 Fire	891,645.61	954,962.29	930,189.59	932,767.08	968,342.00
240 Code Enforcement	110,891.95	105,919.08	136,336.13	141,543.63	132,952.00
250 Harbor Master	.00	105.49	6,058.23	5,522.14	11,650.00
260 Animal Control	31,971.83	30,658.01	32,632.30	30,247.55	31,108.00
TOTAL Public Safety	2,385,429.13	2,418,159.14	2,456,082.57	2,443,446.98	2,522,617.00
30 Public Services					
<hr/>					
310 Public Works	991,019.10	1,171,825.94	1,171,553.28	1,123,264.37	1,166,478.00
320 Waste Disposal	501,471.73	482,145.42	505,919.34	524,660.01	512,350.00
430 Parks	243,376.86	221,338.55	298,141.16	313,710.40	292,754.00
440 West Cumberland Rec	4,031.07	6,536.09	6,294.36	6,184.03	7,202.00
470 Historical Society Building	2,732.45	3,977.49	5,821.22	7,418.96	4,958.00
TOTAL Public Services	1,742,631.21	1,885,823.49	1,987,729.36	1,975,237.77	1,983,742.00
37 Val Halla Golf Club					
<hr/>					
350 Valhalla-Club	42,733.01	38,097.97	36,267.41	35,775.72	26,485.00
360 Valhalla-Course	468,567.49	454,334.33	470,687.73	485,485.64	489,882.00

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**TOWN OF CUMBERLAND  
HISTORICAL ACTUALS COMPARISON REPORT**
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**FOR PERIOD 12 OF 2019**

<b>ACCOUNTS FOR:</b>	<b>PRIOR YR3</b>	<b>PRIOR YR2</b>	<b>LAST YR</b>	<b>CURRENT YR</b>	<b>CY REV</b>
<b>001 General Fund</b>	<b>ACTUALS</b>	<b>ACTUALS</b>	<b>ACTUALS</b>	<b>ACTUALS</b>	<b>BUDGET</b>
370 Valhalla-Pro Shop	219,172.99	226,534.65	232,683.07	255,412.64	243,415.00
TOTAL Val Halla Golf Club	730,473.49	718,966.95	739,638.21	776,674.00	759,782.00
40 Recreation					
410 Recreation	867,136.94	931,074.38	993,842.74	1,068,443.97	993,045.00
420 Aging in Place	.00	.00	185.50	24,570.40	37,453.00
TOTAL Recreation	867,136.94	931,074.38	994,028.24	1,093,014.37	1,030,498.00
45 Library					
450 Library	415,406.30	426,319.84	449,610.27	489,706.11	494,236.00
TOTAL Library	415,406.30	426,319.84	449,610.27	489,706.11	494,236.00
90 Other					
580 General Assistance	24,094.92	36,344.93	27,783.78	35,846.34	35,000.00
590 Health Services	13,432.73	13,875.30	13,875.30	13,875.30	13,875.00
620 Cemetery Association	41,217.04	27,925.00	31,165.00	28,450.00	26,700.00
630 Conservation	6,046.68	4,733.73	5,216.99	6,212.20	5,000.00
800 Fire Hydrants	62,288.45	64,565.79	76,381.42	80,355.12	75,624.00
810 Street Lighting	43,345.21	43,373.02	43,693.00	37,248.35	45,000.00
830 Contingent	1,298.92	13,622.01	8,365.00	9,339.68	10,000.00
840 Municipal Building	84,322.37	83,848.07	102,005.57	102,202.61	90,847.00
850 Abatements	80,422.80	42,825.52	23,069.43	29,520.91	20,000.00
TOTAL Other	356,469.12	331,113.37	331,555.49	343,050.51	322,046.00
96 Fixed Expenses					
650 Debt Service	835,125.86	947,757.40	962,673.17	969,023.35	970,000.00
750 Insurance	232,492.01	222,370.00	318,755.00	284,468.82	286,554.00
910 Capital Reserves	1,181,500.00	1,038,598.00	693,000.00	699,300.00	699,300.00
TOTAL Fixed Expenses	2,249,117.87	2,208,725.40	1,974,428.26	1,952,792.17	1,955,854.00



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**TOWN OF CUMBERLAND  
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**FOR PERIOD 12 OF 2019**

<b>ACCOUNTS FOR:</b>	<b>PRIOR YR3</b>	<b>PRIOR YR2</b>	<b>LAST YR</b>	<b>CURRENT YR</b>	<b>CY REV</b>
<b>001      General Fund</b>	<b>ACTUALS</b>	<b>ACTUALS</b>	<b>ACTUALS</b>	<b>ACTUALS</b>	<b>BUDGET</b>
<hr/>					
98 Assessments					
<hr/>					
860 MSAD #51	15,557,050.91	16,060,474.08	17,208,107.28	18,690,270.84	18,690,270.84
890 County Tax	747,431.00	775,374.00	813,904.00	878,954.00	878,954.00
TOTAL Assessments	16,304,481.91	16,835,848.08	18,022,011.28	19,569,224.84	19,569,224.84
TOTAL General Fund	26,288,514.33	27,013,465.00	28,232,072.41	29,963,862.52	29,907,373.84
TOTAL EXPENSES	26,288,514.33	27,013,465.00	28,232,072.41	29,963,862.52	29,907,373.84
GRAND TOTAL	26,288,514.33	27,013,465.00	28,232,072.41	29,963,862.52	29,907,373.84