AGENDA
Cumberland Town Council Meeting
Town Council Chambers
MONDAY, July 23, 2018
7:00 P.M. Call to Order

I. CALL TO ORDER

II. APPROVAL OF MINUTES
   July 9, 2018

III. MANAGER’S REPORT

IV. PUBLIC DISCUSSION

V. LEGISLATION AND POLICY

18 – 096 To hold a Public Hearing to set the FY2019 tax rate.

18 – 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.

18 – 098 To hold a Public Hearing to consider and act on repealing and replacing Section 250 (Subdivision of Land) of the Cumberland Code to include new Conservation Subdivision language, as recommended by the Planning Board. TABLE

18 – 099 To hold a Public Hearing to consider and act on amending the current Credit Enhancement Agreement with Grun Development and to assess Grun Development a fee of $2,000 for the re-drafting and advertisement of the revised Credit Enhancement Agreement.

18 – 100 To consider and act on authorizing the Code Enforcement Officer to execute a Consent Agreement with the owners of 84 Mill Road.

18 – 101 To hold a Public Hearing to consider and act on forwarding to the Planning Board for a Public Hearing and recommendation, amendments to Chapter 315 (Zoning), Section 29 (Lots abutting more than one street) of the Cumberland Code, as recommended by the Ordinance Committee.

18 – 102 To consider and act on accepting and awarding the bid for replacement of the pier at Broad Cove Reserve.

18 – 103 To hold a Public Hearing to consider and act on forwarding to the Planning Board for
a Public Hearing and recommendation, amendments to Chapter 315 (Zoning), Section 4 (Word usage and definitions) and Section 14 (Village Center Commercial District) of the Cumberland Code, as recommended by the Ordinance Committee (Storage Units on Route 100).

18 – 104 To set a Public Hearing date of August 27th to consider and act on amendments to Chapter 315 (Zoning), Section 38 (Animals) of the Cumberland Code, as recommended by the Ordinance Committee.

18 – 105 To hold a Public Hearing to consider and act on forwarding to the Planning Board for a Public Hearing and recommendation, draft zoning map amendments to rezone lots on Amanda’s Way from Rural Residential One (RR1) to Medium Density Residential (MDR) and Village Mixed Use (VMU) Zones, as recommended by the Ordinance Committee.

PRESENT MAP:

PROPOSED ZONING CHANGE:
VI. **NEW BUSINESS**
    August 13th Town Council meeting at West Cumberland Hall

VII. **BUDGET REPORT**

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

I. EXECUTIVE SESSION pursuant to 1 M.R.S.A., § 405(6)(E) consultation with Town Attorney.
   Motion by Councilor Turner, seconded by Councilor Bingham, to recess to Executive Session pursuant to 1 M.R.S.A., § 405(6)(E) consultation with Town Attorney.
   VOTE: 7-0 UNANIMOUS
   TIME: 6:00 P.M.

Reconvene to regular session at 7:00 P.M.

II. APPROVAL OF MINUTES
    Motion by Councilor Edes, seconded by Councilor Gruber, to accept the June 25, 2018 meeting minutes as presented.
    VOTE: 6-0-1 (Storey-King abstained) MOTION PASSES

III. MANAGER’S REPORT
    Town Manager Shane announced that Brian Bickford of Val Halla Golf Course was recognized as PGA Golf Professional of the Year for 2018.
    The award read: The PGA Golf Professional award is one of the highest honors the association can bestow on a working club professional whose total contributions to the game best exemplify the complete PGA Professional. This award embraces a wide range of services executed by the club professional.
    Brian and his team have done a wonderful job for the Town and the golf course.

IV. PUBLIC DISCUSSION
    Ted Chadbourne said that the Town should not repair or replace “the pier to nowhere”. At low tide there are mudflats and the previous owners did not use the pier, they rented space in Falmouth. If the Spears Hill homeowners are not agreeing to pay for half, why should the Town pay for it if it is not useful?

V. LEGISLATION AND POLICY

18 – 091 To hear a report from Ecomaine re: recycling.
    Kevin Roche, Executive Director of Ecomaine, presented the following overview of Ecomaine and the recycling markets:
Current Issues & Opportunities
> Recycling Markets: From Boom to Bust
> Curbside Collection: Advantages to Regionalize & Automate

Landfilled Newspapers from long ago...

Mining the Landfill

1974

1992

44 years old
Landfill Storage is Forever

Landfill Storage - GROWING

ecomaine

Our Mission
ecomaine provides comprehensive long-term solid waste solutions in a safe, environmentally responsible, economically sound manner, and is a leader in raising public awareness of sustainable waste management strategies.

Facilities:
- Single-Sort Recycling
- Food Waste Recovery
- Waste-to-Energy
- Landfill

Programs:
- Tours & School Presentations
- Earned Media
- School Grants
- Social Media
- Fairs and Events
- TV, Radio, and Print

Markets Crash for Recyclables

$/ton

TOWN COUNCIL MEETING MINUTES
JULY 9, 2018
Why?

- **Supply & Demand:** China’s ban on imports has left the market out of balance

- **Newspapers:** They’ve disappeared leaving behind a much different grade of paper

- **Contamination:** (trash mixed in recyclables) = No Tolerance

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The Transition from Maine Markets to China

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National Sword – Ban on Scrap Imports

“It may (the ban) result in chaos in society ... some voices that have been critical of the Chinese policies are downplaying their own culpability or responsibility to adjust accordingly.”

Li Ganjie
China’s Minister of Environmental Protection
March 17, 2018

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US Exports of Recovered Paper

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Recycled Plastic Exports to China
TOWN COUNCIL MEETING MINUTES  
JULY 9, 2018

ISRI specifications vs China

<table>
<thead>
<tr>
<th>Material</th>
<th>ISRI Prohibitives and Outthrows</th>
<th>China</th>
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</thead>
<tbody>
<tr>
<td>Sorted Residential Papers</td>
<td>2% Prohibitives &amp; 3% Outthrows</td>
<td>0.5%</td>
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<tr>
<td>Mixed Paper (MS)</td>
<td>2% Prohibitives &amp; 8% Outthrows</td>
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</table>

Prohibitives = Unusable  
Outthrows = Unsuitable

Contamination

Recycling Contamination Data

We All Play a Role in this Challenge

- Facility Design
- Expectations
- Labor Shortage
- Cost of Labor
- Pressure to keep up
- Markets Dictate Quality

- Reducing Contamination at the Source & Public Education
- Recycling Facility – Removing Contaminants
- Technology Improvements
- Newspapers Will Continue to Disappear
- Have We Reached PEAK Cardboard?
- How will packaging continue to change?
- Waste Hierarchy Alternatives
- Leadership - Champions
Safety - Current Tends & Issues...
- Waste & Recycling collection workers have the 5th highest fatality rate... higher than police/firefighters
- 138 fatalities in 2017
- Labor shortage contributes to higher risks
- "Slow Down To Get Around" campaign

Automation...
- Automation will improve safety & reduce costs
- Address Labor Shortage
- Carts and trucks may have more capacity going forward
- Paper is down 30%
- Transition to more flexible packaging will impact both recycling and solid waste

Food Waste

Food Waste comprises 20-30% of the average Maine trash can.

Food Waste Pilot Programs

One, Two, or Three Bins?
Consolidated Collection

- We estimate that ecomaine communities might save 10 to 20 percent in total collection costs associated with regionalization of the collection system.
- And reduce collection GHG emissions by 10 percent.

<table>
<thead>
<tr>
<th>Collection</th>
<th>Option 1</th>
<th>Option 2</th>
<th>Option 3</th>
<th>Option 4</th>
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<tr>
<td>High</td>
<td>$4,582,294</td>
<td>$4,718,371</td>
<td>$4,844,565</td>
<td>$5,219,172</td>
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<tr>
<td>Low</td>
<td>$791,197</td>
<td>$859,186</td>
<td>$1,192,283</td>
<td>$1,590,586</td>
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<tr>
<td>Administrative</td>
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<td>$250,000</td>
<td>$250,000</td>
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Net Savings

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<th>Option 3</th>
<th>Option 4</th>
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<tr>
<td>Low</td>
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<td>$609,186</td>
<td>$942,283</td>
<td>$650,586</td>
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Carbon Savings (MTCE)

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<td>Falmouth</td>
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<td>Freeport</td>
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<td>Windham</td>
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Data Used to Estimate Number of Trucks

Next Steps...

- Immediate Need: We need to clean up the recycling stream and keep the trash out!
- Planning Ahead: Do Our Member Communities Want to Automate and Regionalize Collection?
To hear an overview of the amended Subdivision Ordinance from the Planning Board Chairman and Conservation Subdivision Committee Chairman.

Planning Board Chairman, Steve Moriarty explained that in May of 2014, the Land Use Advisory Committee was formed and given several charges by the Town Council, such as looking at the boundaries of the Rural Residential Zones, the Office Commercial Zones, and study of the three growth areas. Another committee charge was to consider if a Conservation Subdivision Ordinance should be adopted. The committee gave its final report to the Town Council in June of 2015. One of the recommendations at that time was that a separate, independent Conservation Subdivision Subcommittee be appointed to study that issue and bring a fresh perspective to that topic. In November of 2015, a Council charge was adopted for the Conservation Subdivision Committee.

Mike Schwindt, Chairman of the Conservation Subdivision Committee, said that the areas of Town that the committee chose to identify for using the Conservation Subdivision are the RR1 and RR2 zones. One of the underlying principals the committee had was to insure that if someone had 10 building lots allowed on their land under current zoning, they should have the same number of lots using Conservation Subdivision, although they may be configured differently. Protecting the rural character of the Town was also considered, setting aside a minimum of 50% for open space. The committee worked for almost a year, and in October of 2017, they made a presentation to the Town Council. They met with the Planning Board in workshop numerous times to present the new ordinance and they now have a finished product and are looking for feedback from the Town Council and the public.

Mr. Moriarty said that the Planning Board met in workshop sessions with members of the Conservation Subdivision Committee and some of the Town Council to review the new ordinance. On June 19th the Planning Board voted to approve the new Subdivision Ordinance. Some of the key recommendations are:

- In the RR1 and RR2 zones only, conservation subdivision would replace the existing clustered subdivision option. However, it is not a requirement, it is one of two options (conservation or traditional subdivision).
- Some of the basic criteria of the conservation subdivision are:
  - 50% open space requirement
  - 25,000 sf minimum lot size requirement
  - 10 foot easement for access to open space
  - 75 foot buffer around the perimeter of the subdivision
- A clustered subdivision would require:
  - 25% open space requirement
  - A variety of minimum lot sizes based on the availability of public water and sewer

Chairman Copp asked for public comment.

Chris Neagle of Orchard Road said that he was a member of the Planning Board for 12 years, and he also served on the Land Use Advisory Committee. He does not like the finished product for the following reasons:

He was taught by the Town Planner that with a Conservation Subdivision, the first step is to subtract “the bad land” (wetlands, flood plains, 20% slope, etc.), then take what is left and use a percentage (typically 20 – 30%) and make sure reserved for open space, and allow development on the remainder of the “good land”.

The Land Use Advisory Committee voted to get rid of cluster subdivisions because they don’t do a good job of protecting land. Contrary to what he thinks he heard this evening, the proposed Conservation Subdivision Ordinance still has a section for cluster subdivisions. Mr. Neagle said that this ordinance is not a Conservation Subdivision Ordinance. It does not require people to put some of the good land into open space. He would call it a High Density Cluster Ordinance. This ordinance proposes to allow our rural areas to be developed at a density that is unprecedented in our Town. This is in no other conservation ordinance that he has ever seen. With this proposed ordinance, if someone has 20 acres of land and 10 of it is “good land” and 10 of it is “bad land”, they...
could put all the “bad land” into open space because it is defined by percentage of the whole parcel. The goal should be to keep the “good land” and use a certain percentage of that “good land” for open space and develop the rest.

Councilor Turner said that in regard to Mr. Neagle’s reference to “good land” and “bad land” and the “bad land” being the land that cannot be built on, that can be some of the most beautiful land on a piece of property and could allow for walking trails through it, etc.

Mr. Neagle said that the “bad land” (undevelopable land) is already prohibited by the State and nothing that the Town does will change that. We are talking about the rural zones in this ordinance and we may see one of the beautiful fields that we all love to see with a bunch of houses stacked up on half-acre lots. There is nothing like this allowed in the rural zones, yet.

Bethany Hayes of Bruce Hill Road said that she moved to Cumberland because when her real estate agent took her to look at her house, all she could hear was birds and all she could see was woods. The last time she came to a meeting, she got talked into approving a variance for an abutter who she thought was building his house on the back side of his 6-acre lot and she wouldn’t see it. He then split the bottom 2-acres off his parcel and built a house on it, virtually in her back yard. She now realizes that with this proposed ordinance, the same thing can happen on the other side of her property. She is here to represent the people who like space and moved here to be in a rural area with neighbors, but neighbors you can’t see. She is going to be really angry if the view is taken from the other side of her house with cluster houses on small lots.

Melissa Richter of Solar Way said that she is concerned about this ordinance and wondered if anybody has taken the ordinance and looked at the large parcels of land in Town to see how many people would be affected by it. Her concern is that a lot of these parcels are long and narrow and the 75-foot buffer zone would significantly impact the option of clustering at all. A buffer zone that large, with smaller lots, will significantly impact those who want to put solar panels on their home and actually get solar power.

John Paynter of Greely Road Extension said that he lived in a Town many years ago who adopted a similar conservation ordinance. They allowed lots to be half the size of the original zoning with the other half going into open space. He is concerned about the 25,000 sf lot size because of space needed for a septic system and wells.

Curtis Ingram of Greely Road said that he heard a lot of data this evening and suggested a written summary of the items added to the ordinance, the items that were deleted, the changes, and a matrix of what the changes really mean and what the changes to our current process really are.

Ted Chadbourne said that Mr. Neagle’s comments were very thoughtful and helpful.

Town Manager Shane said that this ordinance needs to be looked at a little bit closer to avoid unintended consequences. He thanked Mr. Neagle for his thoughtful comments. We will continue the process and work with staff and the Town Attorney to review this ordinance thoroughly and continue to take public comment at the next meeting.

Chairman Copp reminded everyone that there is no action on this item this evening, only to hear an overview on the ordinance amendments. The Council has no intention to rush it. He thanked everybody for their valuable comments.
18 – 093  To hold a Public Hearing to consider and act on amending the current Credit Enhancement Agreement with Grun Development and to assess Grun Development a fee of $2,000 for the re-drafting and advertisement of the revised Credit Enhancement Agreement.

Motion by Councilor Bingham, seconded by Councilor Turner, to table to July 23rd.

VOTE: 7-0  UNANIMOUS

18 – 094  To set a Public Hearing date of July 23rd to set the FY2019 tax rate.

Motion by Councilor Stiles, seconded by Councilor Bingham, to set a Public Hearing date of July 23rd to set the FY2019 tax rate.

VOTE: 7-0  UNANIMOUS

18 – 095  To set a Public Hearing date of July 23rd to set rates at which interest will be paid for delinquent taxes and to authorizing applying tax payments to the oldest unpaid taxes.

Motion by Councilor Stiles, seconded by Councilor Gruber, to set a Public Hearing date of July 23rd to set rates at which interest will be paid for delinquent taxes and to authorizing applying tax payments to the oldest unpaid taxes.

VOTE: 7-0  UNANIMOUS

VI.  NEW BUSINESS

Councilor Bingham – none

Councilor Gruber – Hannaford donates a lot of product to our Food Pantry. Since they feel that we are a very credible Food Pantry, they will donate every dollar for the reusable shopping bags sold at the Yarmouth store during the month August to our Food Pantry.

Councilor Edes – none

Councilor Storey-King – The Ordinance Committee met recently to review animals, mobile food trucks, language for corner lots and where the frontage is located on corner lots, and allowing self-storage units in the VCC zone.

In regard to the CMP Bright Line project, there is a very important deadline coming up this Thursday for people to have a say in the project. The Town Manager will talk more about this.

Chairman Copp – Condolences to the family of Frances Budd who passed away at the age of 98.

Councilor Stiles – He thanked Councilor Copp for his donation to the 4-H auction. The auction takes place every year at the Cumberland Fair and it benefits the Food Pantry with meat products. He urged everyone to donate.

He spent a wonderful July 4th holiday at camp with 3 of his grandchildren.

He asked the Town Manager if there have been any sightings or concerns with rabid animals in Town such as the problems that they are having in Brunswick.
Town Manager Shane said that there have been a few incidents in and around the Town Forest and Twin Brook. A porcupine that was acting strangely and was taken care of by the Animal Control Officer recently. If anyone sees an animal who seems to not be acting quite right, contact the Police Department. No reports of rabies have been identified.

**Councilor Turner** – He encouraged everybody in Town who has not been to the beach at Broad Cove Reserve to do so. It is a wonderful facility.

**Town Manager Shane** – The August 13th Town Council meeting will be held at the West Cumberland Hall. It will not be televised because we do not have the equipment to record meetings outside of Town Hall.

In regard to CMP’s Bright Line project, the Town would like to ask for intervener status in order to obtain information. If a private citizen asks for the information, most of it will be redacted. If the Town requests intervener status, none of the information will be redacted and we can make it available to the public.

Motion by Councilor Bingham, seconded by Councilor Stiles to seek intervener status.
VOTE: 7-0 UNANIMOUS

**VII. ADJOURNMENT**
Motion by Councilor Storey-King, seconded by Councilor Edes, to adjourn.
VOTE: 7-0 UNANIMOUS
TIME: 9:31 P.M.

Respectfully submitted by,

Brenda L. Moore
Council Secretary
ITEM 18-099

To hold a Public Hearing to consider and act on amending the current Credit Enhancement Agreement with Grun Development and to assess Grun Development a fee of $2,000 for the re-drafting and advertisement of the revised Credit Enhancement Agreement
MEMORANDUM

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 17, 2018
Re: 18-099 CEA Grun Development Rt. 100

The Finance Committee and TIF Committees met to discuss amending the Credit Enhancement agreement for this project. The Council has authorized the transfer to Casco Systems and set the Public Hearing to deal with the remainder of the issues which were:

1. Add additional Commercial Uses to the CEA (currently only shoe lasts)

2. EXCLUDE all non-commercial uses such as multiplexes, apartments, condominiums, anything residential from the CEA.

3. Pay $2,000 to the Town for reimbursement of legal and advertising and DECD submissions.


All the above requirements have been met and I am recommending approval of the proposed additions of other commercial uses to the CEA which are allowed in the VCC zone.

I am seeking your authorization to amend the documents and submit the changes to DECD on behalf of the Town Council.
To: Town Council  
From: William R. Shane, Town Manager  
Date: June 21, 2018  
Re: 18-086 CEA Grun Development

Casco Systems will soon be one of our commercial anchors on Route 100. We are very excited that the building is well under way and will be employing over 50 people in this facility along with the opportunity for some rental space for additional commercial businesses.

Under the TIF District’s #5 tax incentives, Grun Development is able to assign the Credit Enhancement agreement the Council granted them in March 2016 to Casco Systems. The Town Attorney sees no issues with this assignment and I would recommend approval of the assignment under this Agenda item.

The larger issue is the remainder of the CEA under Article 1 – the” Project is defined as the office building and manufacturing facility for shoe lasts (shoe molds). Since the Manufacturing facility has vaporized, the balance of the CEA has no value if not amended.

I would recommend setting a public hearing date of July 9, 2018 to amend the Credit enhancement agreement with Grun Development and that the existing CEA be re-written to reflect only commercial purposes. Commercial purposes shall exclude any type of multiplex housing including apartments, condominiums, single family homes, duplexes or any form of housing rental or otherwise. I’d also recommend the Developer pay the Town $2,000 for attorney’s fees to advertise and redraft the CEA. No assignment of the amended CEA will be permitted until Financial Capacity can be demonstrated for the remainder of the project approved by the Planning Board.
CREDIT ENHANCEMENT AGREEMENT

THIS CREDIT ENHANCEMENT AGREEMENT dated as of March 16, 2016, is by and between the Town of Cumberland, Maine (the "Town"), a municipal body corporate and politic and a political subdivision of the State of Maine, and Grun Development LLC, a Maine limited liability company, its successors and assigns to the extent permitted under Article VII hereof (the "Developer").

WITNESSETH THAT

WHEREAS, the Town designated TIF District #5, the Route 100 Municipal Development and Tax Increment Financing District (the "District") pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, by action of the Town Council held on January 14, 2008 (the "Order") and pursuant to the same Order adopted a development program and financial plan for the District; and

WHEREAS, the Maine Department of Economic and Community Development has reviewed and accepted the District and the Development Program by letter dated March 26, 2008; and

WHEREAS, the Development Program contemplates the execution and delivery of a credit enhancement agreement between the Town and the Developer, and the Town and the Developer desire and intend that this Credit Enhancement Agreement be and constitute a credit enhancement agreement contemplated by and described in the Development Program; and

WHEREAS, the Town Council of the Town has approved the execution of this Credit Enhancement Agreement and the Project described herein by action of the Town Council held on February 22, 2016; and

WHEREAS, the term Project as defined herein previously included only two possible development opportunities: an office building and a manufacturing facility for the manufacture of shoe lasts.

WHEREAS, the Developer assigned its right, title and interest in and to this Agreement as it relates to the office building as defined under the term Project herein to Casco Systems on __________, as approved by the Town Council on July 9, 2018; and

WHEREAS, the Developer has abandoned the proposal to develop a manufacturing facility for the manufacture of shoe lasts; and

WHEREAS, the Developer has received approval to construct additional commercial development pursuant to a site plan approved by the Planning Board of the Town on May 30, 2017, and recorded in the Cumberland County Registry of Deeds in Plan Book 217 at page 212 on June 8, 2017 (the “2017 Site Plan”; and

WHEREAS, the Town Council of the Town has approved the amendment of this Agreement to include such additional commercial development within the definition of “Project” herein.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual promises and covenants set forth herein, the parties hereby agree as follows:

ARTICLE I: DEFINITIONS; INTERPRETATIONS
Section 1.1. Definitions. The terms defined in this Article I shall, for all purposes of this Agreement, have the meanings herein specified, unless the context clearly requires otherwise:

"Agreement" shall mean this Credit Enhancement Agreement between the Town and the Developer.

"Current Assessed Value" shall mean the assessed value of the land and any buildings and improvements located on the Developer's Property, as certified by the municipal assessor as of April 1 of each year of the term of this Agreement. For purposes of this Agreement, the Current Assessed Value shall specifically exclude the assessed value of any personal property now or hereafter located in the District.

"Developer" means Grun Development LLC, a Maine limited liability company, its successors and assigns.

"Developer's Project Cost Account" means the Developer's Project Cost Sub-Account established and maintained pursuant to Article II hereof and the Development Program that is applicable to the Developer's Property and this Credit Enhancement Agreement.

"Developer's Property" means the real estate owned by Developer or to be acquired by Developer which is shown as Lot 70A, Lot 73 and Lot 74 of Cumberland Tax Map U20, including any improvements (as set forth in the "Project" definition below) to be constructed on Developer's Property.

"Development Program" means the development program for the District as adopted by the Cumberland Town Council at a meeting held on January 14, 2008.

"Development Program Fund" means the development program fund described in the Financial Plan section of the Development Program.

"District" means TIF District #5, the Route 100 Municipal Development and Tax Increment Financing District designated by the Town pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, by vote of the Cumberland Town Council at a meeting held on January 14, 2008.

"Financial Plan" means the financial plan described in the "Financial Plan" Section of the Development Program.

"Fiscal Year" means July 1 to June 30 of each year or such other fiscal year as the Town may from time to time establish; for purposes of this Agreement, the first Fiscal Year or Fiscal Year 1 means the Fiscal Year commencing July 1, 2016 and ending June 30, 2017.

"Increased Assessed Value" means the valuation amount by which the Current Assessed Value of the Developer's Property exceeds the Original Assessed Value. For purposes of this Agreement, the Increased Assessed Value shall specifically exclude any tax increment on any property in the District other than Developer's Property, and shall also exclude any personal property now or hereafter located in the District. If the Current Assessed Value is equal to or less than the Original Assessed Value in any year, there is no Increased Assessed Value in that year.

"Original Assessed Value" means initially $651,700 cumulatively for Developer's Property as defined above (respectively, $404,000 for Lot 70A; $121,300 for Lot 73; $126,400 for Lot 74), the
original assessed value of the Developer's Properties determined as of March 31, 2016, as the same may be adjusted from time to time in accordance with Section 3.7 hereof.

"Project" means commercial buildings to be constructed the following improvements to be constructed on Developer's Property and identified as “Future Development” on the 2017 Site Plan, except that Project shall expressly exclude any building that includes any residential use or component-office building and manufacturing facility for the manufacture of shoe lasts.

"Project Costs" means any expenditures or monetary obligations incurred or expected to be incurred that are authorized by section 5225, subsection 1 of Title 30-A of the Maine Revised Statutes and included in the Project.

"Property Taxes" means any and all ad valorem real property taxes levied, charged or assessed against the Developer's Property (but excluding personal property taxes) by the Town, or on its behalf.

"Qualified Investments" shall mean any and all securities, obligations or accounts in which municipalities may invest their funds under applicable Maine law.

"Tax Increment" means the Property Taxes assessed by the Town and paid by the Developer within the meaning of Section 3.1 of this Agreement, in excess of any state, county or special district tax, upon the Increased Assessed Value of the Developer's Property but excluding all personal property taxes and excluding real property taxes on any other real property in the District.

"Tax Increment (Developer's Share)" means that portion of the Tax Increment, for each year during the term of this Agreement, solely with respect to Developer's Property (specifically excluding any tax increment on any other real property now or hereafter located in the District and specifically excluding any Tax Increment on any personal property), which are to be deposited by the Town in the Developer's Project Cost Account, to the extent provided in Section 3.1(b) of this Agreement and paid to the Developer pursuant to this Agreement. The Tax Increment (Developer's Share) for each year of the term of this Agreement shall be calculated as follows with respect to Developer's Property: First, the amount of the Tax Increment shall be determined by subtracting the real Property Tax for such year on the Original Assessed Value from the total real Property Tax for such year on the Current Assessed Value for such year; Second, 0.50 shall be multiplied by the Tax Increment, and the product thereof shall constitute the Tax Increment (Developer's Share) for such year. Notwithstanding the foregoing, the total payments by the Town to the Developer pursuant to this Agreement, determined on a cumulative basis, shall not exceed $500,000, and thus as soon as the cumulative amounts of Tax Increment (Developer's Share) equal such $500,000 amount, thereafter the Tax Increment (Developer's Share) shall equal zero (0).

"Tax Payment Date" means the date(s) on which Property Taxes levied by the Town are due an payable.

"Town" means the Town of Cumberland, Maine, a municipality duly organized and existing under the laws of the State of Maine.

Section 1.2. Interpretation and Construction. In this Agreement, unless the context otherwise requires:

(a) The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms, as used
in this Agreement, refer to this Agreement, and the term "hereafter" means after, and the term "heretofore" means before, the date of delivery of this Agreement.

(b) Words importing a particular gender mean and include correlative words of every other gender and words importing the singular number mean and include the plural number and vice versa.

(c) Words importing persons mean and include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public or governmental bodies, as well as any natural persons.

(d) Any headings preceding the texts of the several Articles and Sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

(e) All notices to be given hereunder shall be given in writing and, unless a certain number of days is specified, within a reasonable time.

Section 1.3. Town Costs. The Developer shall pay or reimburse the Town for all reasonable out-of-pocket fees, expenses and other charges of the Town and its outside consultants, including the Town's attorneys and other consultants, in connection with the preparation, review, negotiation, approval, execution, administration, enforcement and carrying out of this Agreement. Notwithstanding any other provision of this Agreement, this section shall survive any termination of this Agreement.

Section 2.1. Creation of Development Program Fund. The Town hereby confirms the creation and establishment of a segregated fund in the name of the Town designated as "TIF District #5, the Route 100 Municipal Development Tax Increment Financing District Program Fund" (the "Development Program Fund") pursuant to, and in accordance with the terms and conditions of, the Development Program. The Development Program Fund shall consist, as described in the Development Program, of a Project Cost Account and a Sinking Fund. The Development Program Fund Project Cost Account shall consist of and be separated into separate sub-accounts or funds for each Credit Enhancement Agreement entered with respect to property in the District, and one of such sub-accounts shall be the Developer's Project Cost Account and a separate sub-account shall be established as the Town's Project Cost Account. The Sinking Fund, the Town's Project Cost Account and each sub-account for each Credit Enhancement Agreement entered with any person or entity other than Developer shall be the sole and exclusive property of the Town and shall not be subject in any way to the terms or provisions of this Agreement.

Section 2.2. Liens. The Town shall not create any liens, security interests or encumbrances of any nature whatsoever with respect to the Developer's Project Cost Account, other than the interest of the Developer granted under this Agreement in and to the amounts on deposit in the Developer's Project Cost Account, provided, however, nothing herein shall prohibit creation of real and personal property tax liens on the Developer's property in accordance with, and entitled to the priority provided under, Maine law and any trustee process, attachment and judgment liens and other liens obtained in accordance with applicable law.

Section 23. Deposits into Developer's Project Cost Account. The Town shall deposit into the Developer's Project Cost Account, within 15 days after each payment of Property Tax and other taxes

Section 3.1. Credit Enhancement Payments. (a) The term of this Agreement shall commence on July 1, 2016 and shall end on the earlier of (i) June 30, 2036, or (ii) the date on which the total
described in Section 3.1 hereof during the term of this Agreement an amount equal to that portion thereof constituting the Tax Increment (Developer's Share) for the period or year to which the payment relates and shall allocate the amount so deposited to fund fully and pay the payments due to Developer under Article III of this Agreement. All interest and earnings on the Tax Increment (Developer's Share) prior to and after deposit thereof into the Developer's Project Cost Account shall be the sole property of the Town and shall be free and clear of any interest of the Developer under this Agreement.

Section 2.4. Monies Held in Trust. Subject to the terms of this Agreement, all monies required to be deposited into the Developer's Project Cost Account to fund payments to Developer under the provisions hereof and the provisions of the Development Program (excluding all interest and investment earnings thereon), shall be held by the Town, in trust, for the benefit of the Developer in accordance with the provisions of this Agreement.

Section 2.5. Investments. The monies in the Developer's Project Cost Account may be invested and reinvested in Qualified Investments as determined by the Town. The Town shall have discretion regarding the investment of such monies, provided such monies are invested in Qualified Investments. As and when any amounts thus invested may be needed for disbursements, the Town shall cause a sufficient amount of such investments to be sold or otherwise converted into cash to the credit of such account. The Town shall have the sole and exclusive right to designate the investments to be sold and to otherwise direct the sale or conversion to cash of investments made with monies in the Developer's Project Cost Account.

ARTICLE III: PAYMENT OBLIGATIONS

Section 3.1 Credit Enhancement Payments. (a) The term of this Agreement shall commence on July 1, 2016 and shall end on the earlier of (i) June 30, 2036, or (ii) the date on which the total payments of Tax Increment (Developer's Share) by the Town to Developer, its successors or assigns, pursuant to this Agreement equal $500,000, determined on a cumulative basis. Commencing with the first Fiscal Year, the Town agrees to pay to the Developer within 30 days following each Tax Payment Date or the date payment of Property Tax is actually received by the Town with respect to Developer's Property, whichever is later, payments equal to the Tax Increment (Developer's Share) for each Fiscal Year of the Town during the term of this Agreement.

(b) Notwithstanding Section 3.1(a), the amounts payable thereunder shall be due and payable only if: (i) all real property taxes and assessments and all personal property taxes that are due and payable with respect to the Developer's Property have been paid in full and (ii) all real property taxes and assessments and all personal property taxes that are due and payable with respect to any other real and personal property owned by the Developer, its successors and assigns, in the Town have been paid in full. If any of such property taxes are not paid when due, the property taxes actually paid by Developer, its successors and assigns shall, first, be applied to taxes due on account of Original Assessed Value, second to any personal property taxes with respect to any personal property located on the Developer's Property, third, to any real property and personal property of Developer, its successors and assigns located outside of the District and, fourth, to make the deposits to the Developer's Project Cost Account. If such property taxes and assessments are not paid when due, the Town may withhold and suspend all payments under this Agreement until such property taxes and assessments and all interest thereon and other costs relating thereto are paid in full. In addition, if the Developer institutes any tax abatement proceeding with respect to any Property in the District, the Town may withhold and suspend all payments of the Tax Increment (Developer's Share) with respect to the amount of value of the items of Property subject to the abatement proceeding, and shall deposit the withheld amount into a separate interest bearing escrow account. Upon final action and completion of such abatement proceeding, the proper amount (based on the results of the
abatement proceedings plus an allocable share of the interest accrued thereon) held in escrow account shall be paid to the Developer.

(c) The Developer agrees that all payments made by the Town to the Developer pursuant to this Agreement will be used and applied to either pay debt service on indebtedness incurred to finance "Project Costs" as that term is defined under Act and described in the Development Program or used to pay directly, amortize or reimburse Developer for payment of, qualified Project Costs. The Town shall be required to make payments under this Agreement only upon receipt of satisfactory documentation that the amounts are being paid for Project Costs, which documentation shall be in the form of properly completed certificates, executed by the Developer in the form attached hereto as Schedule A.

(d) Developer covenants and agrees that in the event that title to Developer's Property is hereafter transferred to any entity exempt from the payment of Property Taxes, including, without limitation, any charitable corporation or the State of Maine or any agency or authority thereof, then the owner of the Developer's Property, as a covenant running with the land, shall be obligated to pay to the Town each year during and after the expiration or termination of this Agreement, an amount equal to (a) 100% of the Property Taxes that would be assessed by the Town on the Developer's Property, as if and under the assumption that the Developer's Property were fully taxable and owned in fee by Developer and not exempt from Property Taxes, less (b) solely during the term of this Agreement, the portion of the amounts described in the preceding clause (a) that would have been payable to the Developer, or its successors and assigns, under Section 3.1(a) if the Developer's Property had remained taxable. The covenants in this paragraph shall survive expiration or termination of this Agreement.

Section 3.2. Failure to Make Payment. In the event the Town should fail to, or be unable to, make any of the payments required under the foregoing provisions of this Article III, the amount so unpaid shall continue as a limited obligation of the Town, under the terms and conditions hereinafter set forth, until the amount unpaid shall have been fully paid. Developer shall be entitled to initiate an action against the Town to specifically enforce its obligations hereunder, including without limitation the Town's obligation to establish and maintain the Developer's Project Cost Account and deposit the Tax Increment (Developer's Share) into the Developer's Project Cost Account established thereunder and make required payments to Developer.

Section 3.3. Manner of Payments. The payments provided for in this Article III shall be paid directly to the Developer in the manner provided hereinabove for the Developer's own use and benefit by check drawn on the Town.

Section 3.4. Obligations Unconditional. Except as otherwise provided in this Agreement or as required by applicable law, the obligations of the Town to make the payments described in this Agreement shall be absolute and unconditional, and the Town shall not suspend or discontinue any payment hereunder or terminate this Agreement for any cause, irrespective of any defense or any rights of setoff, recoupment or counterclaim it might otherwise have against the Developer, other than by reason of and to the extent provided in a final judgment by a court of competent jurisdiction or by reason of an order of Trustee Process or Attachment. The Town hereby acknowledges that the Developer has the right to enforce the contractual obligations of the Town under this Agreement and that the governmental immunity of the Town does not apply to actions to enforce its contractual obligations; provided however, that nothing herein shall constitute a waiver of the Town's tort immunity or any other governmental immunities.

Notwithstanding the foregoing, the Town reserves the right to terminate this Agreement upon receipt of a final judgment by a court of competent jurisdiction to the effect that this Agreement or the
Development Program (or the designation of the District) adopted in connection herewith or any payment made thereunder or hereunder is or would be illegal or invalid or not properly authorized. In addition, the Town may setoff any amount found by the court of competent jurisdiction to be due to the Town from the Developer or from the owner of the Developer's Property. Except as provided in subsection 3.1(b) and subsection 23, the obligations of the Town to make payments hereunder shall be absolute and irrevocable, irrespective of any rights of set-off, recoupment or counterclaim.

The Developer agrees to defend, indemnify, pay, reimburse and hold the Town, its councilors, officers, agents and employees, harmless from any and all claims, suits, liabilities, actions, proceedings and expenses, including, without limitation, attorneys fees and expenses and accountant's fees and expenses, arising out of this Agreement, or any claim of illegality or invalidity of this Agreement or the Town's approval of this Agreement or out of the Town's preparation and participation in this Agreement except that such indemnity shall not apply to the extent any such claims or actions arise out of the Town's negligence or misconduct, or to the extent that the Town has breached any material obligations hereunder.

Section 3.5. Limited Obligation. The Town's obligations under this Agreement, including the Town's obligations of payment hereunder shall be limited obligations of the Town payable solely from the Tax Increment (Developer's Share) actually paid by the Developer with respect to Property owned by the Developer in the District and actually received by the Town and required to be deposited in the Developer's Project Cost Account in accordance with the terms of this Agreement and pledged therefor under this Agreement. The Town's obligations hereunder shall not constitute a general debt or a general obligation or charge against or pledge of the faith and credit or taxing power of the Town, the State of Maine, or of any municipality or political subdivision thereof, but shall be payable solely from such Tax Increment (Developer's Share) actually paid by the Developer with respect to Property in the District and actually received by the Town. This Agreement shall not directly or indirectly or contingently obligate the Town, the State of Maine, or any other municipality or political subdivision to levy or to pledge any form of taxation whatever therefor or to make any appropriation for their payment, excepting the pledge of the Developer's Project Cost Account established under this Agreement.

Section 3.6. Calculation of Retained Tax Increment. The Town and the Developer shall maintain records which are adequate to calculate the Tax Increment and the Tax Increment (Developer's Share), and shall cooperate with each other in making such calculations. Annually, within 30 days of the payment of Property Tax by Developer, the Town shall calculate the amount of Tax Increment and the Tax Increment (Developer's Share) for that year. If the Developer does not object to such calculations within 120 days of receipt thereof or of any payment of Tax Increment (Developer's Share) for such year, the calculations shall be final and binding on all parties.

Section 3.7. Revaluation. In the event there is a Town-wide revaluation of taxable property within the Town, the Original Assessed Value shall be increased or decreased, as the case may be, in proportion to the Town-wide increase or decrease, as the case may be, in property values resulting from such revaluation.

Section 3.8. Payments to the Town. The Developer shall pay to the Town an annual administrative fee equal to 1/2% of the Tax Increment paid by the Town to the Developer pursuant to this Agreement in the year in question, which payment shall be made in equal installments each year in the form of a setoff on the same dates as the Tax Increment for that year is paid by the Town to the Developer.

ARTICLE IV: PLEDGE AND SECURITY INTEREST
Section 4.1. Pledee of Developer's Project Cost Account. In consideration of this Agreement and for the purpose of securing payment of the amounts provided for hereunder to the Developer by the Town, according to the terms and conditions contained herein, and in order to secure the performance and observance of all of the Town's covenants and agreements contained herein, the Town does hereby grant a security interest in and pledge to the Developer the Developer's Project Cost Account and all sums of money and other securities and investments therein. This pledge and the provisions of Section 2.4 hereof shall not apply to any interest and investment earnings on the Developer's Project Cost Account, all of which shall be the absolute property of the Town, free and clear of any interest of the Developer.

Section 4.2. Perfection of Interest. The Town shall cooperate with the Developer, if requested in writing by Developer, in causing appropriate financing statements and continuation statements naming the Developer or the holder of a first mortgage on Developer's Property or other security interest in Developer's rights and interest hereunder, as pledgee of all such amounts from time to time on deposit in the Developer's Project Cost Account to be duly filed and recorded in the appropriate state offices as required by and permitted under the provisions of the Maine Uniform Commercial Code or other similar law as adopted in the State of Maine and any other applicable jurisdiction, as from time to time amended, in order to perfect and maintain the security interests created hereunder. To the extent reasonably deemed necessary by the Developer, the Town will at such time and from time to time as requested by Developer establish the Developer's Project Cost Account Fund described in Section 2.3(b)(i) hereof as a segregated fund under the control of an escrow agent, trustee or other fiduciary so as to perfect Developer's interest therein on terms reasonably satisfactory to the Town.

Section 4.3. Further Instruments. The Town shall, upon the reasonable request of the Developer, from time to time execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the provisions of this Agreement; provided, however, that no such instruments or actions shall pledge the credit of the Town or require any payment or expense by the Town (unless paid by Developer) or discharge either party or change any provision of this Agreement.

Section 4.4. No Disposition of Developer's Project Cost Account. Except as permitted hereunder, the Town shall not sell, lease, pledge, assign or otherwise dispose, encumber or hypothecate any interest in the Developer's Project Cost Account and will promptly pay or cause to be discharged or make adequate provision to discharge any lien, charge or encumbrance on any part thereof not permitted hereby.

Section 4.5. Access to Books and Records. All books, records and documents in the possession of the Town relating to the District, the Development Program, the Agreement and the monies, revenues and receipts on deposit or required to be deposited into the Development Program Fund and the Developer's Project Cost Account shall at all reasonable times be open to inspection by the Developer and its agents. All books, records and documents of the Developer reasonably necessary to the verification of Project Costs shall at all reasonable times be open to inspection by the Town, and its agents, provided, however, that any information reasonably designated by Developer as proprietary shall be inspected, to the extent permitted by law, in a manner so as to preserve the confidential nature of such information.

ARTICLE V: DEFAULTS AND REMEDIES

Section 5.1. Events of Default. Each of the following events shall constitute and be referred to in this Agreement as an "Event of Default": (a) any failure by the Town or the Developer to pay any amounts due hereunder when the same shall become due and payable except as provided in subsection (c) below; (b)
any failure by the Town to make deposits into the Developer's Project Cost Account as and when due; or (c) any failure by the Town or the Developer to observe and perform in all material respects any covenant, condition, agreement or provision contained herein on the part of the Town or Developer to be observed or performed, which failure is not cured within thirty (30) days following written notice thereof; provided, however, that this subsection (c) shall not be construed to include Developer's failure to pay property taxes for any reason as an Event of Default hereunder.

Section 5.2. Remedies on Default. Whenever any Event of Default described in Section 5.1 hereof shall have occurred and be continuing, the nondefaulting party may take whatever action at law in equity as may appear necessary or desirable to collect the amount then due and thereafter to become due, to specifically enforce the performance or observance of any obligations, agreements or covenants of the nondefaulting party under this Agreement and any documents, instruments and agreements contemplated hereby or to enforce any rights or remedies available hereunder or under applicable law. Developer also has the right to exercise any rights or remedies available to a secured party under Maine law. Neither party has the right to terminate this Agreement based on an Event of Default.

Section 5.3. Remedies Cumulative. No remedy herein conferred upon or reserved to any party is intended to be exclusive of any other available remedy or remedies but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law, in equity or by statute. Delay or omission to exercise any right or power accruing upon any Event of Default to insist upon the strict performance of any of the covenants and agreements herein set forth or to exercise any rights or remedies upon the occurrence of an Event of Default shall not impair any such right or power or be considered or taken as a waiver or relinquishment for the future of the right to insist upon and to enforce, from time to time and as often as may be deemed expedient, by injunction or other appropriate legal or equitable remedy, strict compliance by the parties hereto with all of the covenants and conditions hereof, or of the rights to exercise any such rights or remedies, if such Event of Default be continued or repeated.

Section 5.4. Enforcement Rights. The Town and Developer agree that each party hereto shall have the right to initiate a legal proceeding to enforce the specific performance of this Agreement, it being understood and agreed that this Agreement is a material inducement to the Developer continuing its pursuit of the Project.

Section 5.5. Tax Laws. The parties acknowledge that all laws of the State now in effect or hereafter enacted with respect to taxation of property shall be applicable and that the Town, by entering into this Agreement, is not excusing any non-payment of taxes by Developer. Without limiting the foregoing, the Town and the Developer shall always be entitled to exercise all rights and remedies regarding assessment, collection and payment of taxes assessed on Developer's property.

ARTICLE VI: TERM AND TERMINATION

Section 6.1. Term. This Agreement shall become effective upon its execution and delivery by the parties hereto and shall remain in full force from the date hereof and shall expire upon the performance of all obligations on the part of the Town and the Developer hereunder or upon any earlier termination as provided in this Agreement. The Town shall have the right to terminate this Agreement by written notice to the Developer in the event of any change in the use of the Developer's Property without the prior written consent of the Town, which consent shall not be unreasonably withheld, delayed or conditioned.
Section 6.2. Cancellation and Expiration of Term. At the termination or other expiration of this Agreement in accordance with the provisions of this Agreement, the Town and the Developer shall each execute and deliver such documents and take or cause to be taken such actions as may be necessary to evidence the termination of this Agreement.

ARTICLE VII: ASSIGNMENT AND PLEDGE OF DEVELOPER'S INTEREST

Section 7.1 Consent to Pledge and/or Assignment. The Town hereby acknowledges that it is the intent of the Developer to pledge and assign its right, title and interest in, to and under this Agreement as collateral for financing for the Project, although no obligation is hereby imposed on the Developer to make such assignment or pledge. Recognizing this intention, the Town does hereby consent and agree to the pledge and assignment of all the Developer's right, title and interest in, to and under this Agreement (provided that such collateral assignment shall be effective only as long as the assignee holds a first mortgage on the Developer's Property) and in, and to the payments to be made to Developer hereunder, to a bank or other financial institution regularly engaged in making commercial loans as collateral or security for financing the Development Property, on one or more occasions during the term hereof. The Town agrees to execute and deliver any assignments, pledge assignments, consents or other confirmations on terms reasonably satisfactory to the Town (including that any pledge or secured party succeeding to Developer's rights hereunder assume in writing, in form satisfactory to the Town, the obligations of Developer under this Agreement) required by the prospective pledgee or assignee, including without limitation recognition of the pledgee or assignee as the holder of all right, title and interest herein and as the payee of amounts due and payable hereunder and any and all such other documentation as shall confirm to such pledge or assignee the position of such assignee or pledgee and the irrevocable and binding nature of this Agreement and provide to the pledgee or assignee such rights and/or remedies as the parties may reasonably deem necessary for the establishing, perfection and protection of its interest herein.

Section 7.2. Other Assignments. The Developer shall also have the right and obligation to transfer and assign its rights under this Agreement to any person or entity that acquires title to the Developer's Property, provided, that (a) such owner assumes in writing, in form satisfactory to the Town, the obligations of Developer under this Agreement; and (b) prior to any such assignment, Developer shall obtain the written consent of the Town. In making any request for such written consent of the Town, the Developer shall submit such information as the Town may reasonably request relating to the identity of the proposed assignee and their plans regarding use of the Developer's Property. Such consent shall not be unreasonably withheld, delayed or conditioned. In the event that such written consent is not given, upon transfer of title to the Developer's Property, this Agreement and all rights of Developer, its successors and assigns under this Agreement shall terminate.

Section 7.3. Conditions. Notwithstanding Section 7.1 and Section 7.2, the Developer shall not have the right to transfer and assign all or any portion of its rights in, to and under this Agreement, except to the then owner of, or holder of a first mortgage on, the Developer's Property.

ARTICLE VIII: MISCELLANEOUS

Section 8.1. Successors. In the event of the dissolution of the Town or the Developer, the covenants, stipulations, promises and agreements set forth herein, by or on behalf of or for the benefit of such party shall bind or inure to the benefit of the successors and assigns thereof to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of such party shall be transferred.

Section 8.2. Parties in Interest. Except as herein otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, firm or
corporation other than the Town and the Developer any right, remedy or claim under or by the reason of this Agreement, it being intended that this Agreement shall be for the sole and exclusive benefit of the Town and the Developer.

**Section 8.3. Severability.** In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal and invalid, such illegality or invalidity shall not affect any other provision of this Agreement and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

**Section 8.4. No Personal Liability.**

(a) No covenant, stipulation, obligation or agreement of the Town contained herein shall be deemed to be a covenant, stipulation or obligation of any present or future elected or appointed official, officer, agent, servant or employee of the Town in his individual capacity and neither the members of the Town Council of the Town nor any official, officer, employee or agent of the Town shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.

(b) No covenant, stipulation, obligation or agreement of the Developer contained herein shall be deemed to be a covenant, stipulation or obligation of any present or future director, member, officer, agent, servant or employee of the Developer in his or her individual capacity and neither the members, directors, officers, agents, servants or employees of the Developer shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.

**Section 8.5. Counterparts.** This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same Agreement.

**Section 8.6. Governing Law.** The laws of the State of Maine shall govern the construction and enforcement of this Agreement.

**Section 8.7. Notices.** All notices, certificates, requests, requisitions or other communication by the Town or the Developer pursuant to this Agreement shall be in writing and shall be sufficiently given and shall be deemed given when mailed by first class mail, postage prepaid, addressed as follows:

- If to the Town: Town Manager, Town of Cumberland 290 Tuttle Road Cumberland Center, ME 04021-0128
- If to the Developer: Grun Development LLC 110 Marginal Way, Suite 193 Portland, ME 04101

Either of the parties may, by notice given to the other, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent hereunder.

**Section 8.8. Amendments.** This Agreement may be amended only with the written consent of both of the parties hereto.
Section 8.9. Net Agreement. Subject only to the provisions of Article III and 5.2 hereof, this Agreement shall be deemed and construed to be a "net agreement," and the Town shall pay absolutely net during the term hereof all payments required hereunder, free of any deductions, and without abatement, deductions or setoffs.

Section 8.10. Benefit of Assignees or Pledgees. The Town agrees that this Agreement is executed in part to assist the Developer in obtaining financing for the Project and accordingly all covenants and agreements on the part of the Town as to the amounts payable hereunder are hereby declared to be for the benefit of any such assignee or pledgee from time to time of the Developer's right, title and interest herein.

Section 8.11. Integration. This Agreement completely and fully supersedes all other prior or contemporaneous understandings or agreements, both written and oral, between the Town and the Developer relating to the specific subject matter of this Agreement and the transactions contemplated hereby.

Section 8.12. Disputes. The Town and the Developer both covenant and agree that the assumptions, analyses and results set forth in this Agreement and in the Development Program shall in no way prejudice the rights of either party or be used, in any way, by either party in either presenting evidence or making argument in any dispute which may arise in connection with valuation of property in the District.

Section 8.13. Valuation Agreement. The Development Program makes certain assumptions and estimates regarding valuation, depreciation of assets, tax rates, estimated amounts of the Increased Assessed Value and the Tax Increment, estimated amounts of the Tax Increment (Developer's Share), estimated development costs and other estimates. The Town and the Developer hereby covenant and agree that the assumptions, estimates, analysis and results set forth in the Development Program shall in no way:
(a) prejudice the rights of any party to be used, in any way, by any party in either presenting evidence or making argument in any dispute which may arise with respect to Developer's property for purposes of ad valorem property taxation or any tax abatement proceeding or (b) modify or change in any way the terms of this Agreement even if the actual results differ substantially from the estimates, assumptions or analysis.

Section 8.14. Reports. The Developer agrees to file with the State of Maine Department of Economic and Community Development all annual written reports required under Maine law relating to the receipt of tax increment financing revenues, including, without limitation, those required under 5 MRSA section 13056-B. The Developer agrees to send a copy of each such report to the Town at the time of the filing thereof with DECD.

IN WITNESS WHEREOF, the Town and the Developer have caused this Agreement to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by the duly authorized officers, all as of the date first above written.

Its Town Manager, duly authorized Developer: Grin Development, LLC
Schedule A

Request for Payment

The undersigned Grun Development LLC (the "Developer") does hereby request payment in the amount of $__________ from the Town of Cumberland out of the Developer's Project Cost Account established under the Development Program of TIF District #5, the Route 100 Municipal Development District and Tax Increment Financing District and does hereby certify to the Town of Cumberland that the amount requested will be used to pay Project Costs as that term is defined in Chapter 206 of Title 30-A of the Maine Revised Statutes, as follows: [check applicable provisions]

☐ Direct payment of Project Costs in the amount of $ __________ ; and/or

☐ Reimbursement to the Developer for Project Costs previously incurred, in the amount of $ ________

There are attached hereto invoices showing the incurring by the undersigned of Project Costs in the amount of $______________. None of these invoices have been the subject of a previous request for payment from the Developer's Project Cost Account.

The Developer further certifies that all of such Project Costs constitute Project Costs as defined in the Credit Enhancement Agreement, dated March 2016 between the Town of Cumberland and the undersigned, and that the Developer has complied with all terms, conditions and covenants of such Agreement and that no default or event of default exists under said Agreement.

Dated: ________________________________ Developer: Grun Development LLC

______________________________ By: ________________________________
Its
ITEM 18-100

To consider and act on authorizing the Code Enforcement Officer to execute a Consent Agreement with the owners of 84 Mill Road
Consent Agreement

This Consent Agreement is entered into on the _________ day of ____________, 2018, by and between the Town of Cumberland, County of Cumberland, State of Maine (“Town”) and Lydia Forbes (“Forbes”), the owner of a parcel described at Book _____________, Page ________ in the Cumberland County Registry of Deeds.

The Town and Forbes stipulate to the following facts:

1. The Town is a municipal corporation organized under the laws of the State of Maine.

2. William C. Longley, Jr. is the duly authorized Code Enforcement Officer of the Town and authorized under the state law to administer and enforce the Town’s Zoning Ordinance.

3. Forbes purchased 84 Mill Road, Cumberland, in a deed recorded at Book ___________, Page _________ of the Cumberland County Registry of Deeds.

4. The said property is zoned RR2.

5. The side yard setback in RR2 is thirty feet (30’).

6. Forbes discovered, in the attached survey sketch at Exhibit A, that the garage on the property is located almost entirely within the 30’ setback of the South West property line.

7. Forbes did not construct the garage in question.

8. Code Enforcement Officer has investigated the matter and determined that the aforementioned garage location within the side yard setback does not result in any significant health, safety, or welfare problem.

9. Forbes agrees to pay the Town’s attorney’s fees and costs associated with the review of this Consent Agreement in the amount of $500. Such payment shall be made directly to the Town of Cumberland.

10. The garage shall be allowed to remain and be maintained and repaired as the structure currently sits on the property. The garage shall not be expanded except in conformance with the requirements of the Town of Cumberland Zoning Ordinance.

11. The Town agrees to relinquish its rights to prosecute Forbes and her heirs, assigns, and successors in interest for any alleged violation arising from the placement or construction of the garage.

12. This Consent Agreement shall be binding upon the Town and Forbes, and her heirs,
assigns, and successors in interest.

13. This Consent Agreement shall be recorded in the Cumberland County Registry of Deeds at the cost of Forbes with a copy of the instrument to be provided to the Code Enforcement Officer.

14. At a meeting of the Town Council on the ___________ day of _____________, 2018, the Town approved this resolution of the alleged zoning violation based upon the terms and conditions set forth in this agreement and authorized the Code Enforcement Officer to execute this Consent Agreement on behalf of the Town.

IN WITNESS WHEREOF, the undersigned Lydia Forbes executed this Agreement on the Date appearing beside her name.

Date: _____________________

__________________________________
Lydia Forbes

Personally appeared before me the above named Lydia Forbes and acknowledged the foregoing instrument to be her free act and deed.

____________________
Notary Public

IN WITNESS WHEREOF, the undersigned William C. Longley, Jr., the duly authorized Code Enforcement Officer of Cumberland executed this Agreement on the Date appearing beside his name.

Date: _____________________ For Cumberland:

By: _______________________
    William C. Longley, Jr.

Personally appeared before me the duly appointed William C. Longley and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of Cumberland, Maine.

____________________
Notary Public
Proposed Town Council Motion:

I, ______________________, move that:

WHEREAS, the members of the Town Council have reviewed a Settlement Agreement proposed by Lydia Forbes to cure a setback violation at 84 Mill Road, Cumberland, Maine; and

WHEREAS, the members of the Town Council find that the Consent Agreement offers an appropriate solution to cure the said alleged zoning violation; and

WHEREAS, the Town Council wishes to appoint the Code Enforcement Officer as the executing agent of the Town; and

NOW THEREFORE, the Town Council orders that:

1. The Code Enforcement Officer is hereby appointed to act for the Town in this matter.

2. The Code Enforcement Officer is hereby directed to execute the draft agreement presented to the Town Council on _________________________, 2018.
ITEM 18-101

To hold a Public Hearing to consider and act on forwarding to the Planning Board for a Public Hearing and recommendation, amendments to Chapter 315 (Zoning), Section 29 (Lots abutting more than one street) of the Cumberland Code, as recommended by the Ordinance Committee
To: Town Council
From: William R. Shane, Town Manager
Date: July 17, 2018
Re: 18-101 Corner Lots

The Ordinance Committee is recommending the attached language to be updated to clarify that lots are required to have front on only one street and not both.
§315-29 Lots abutting more than one street.

A. **Setback Requirement:** Lots which abut on more than one street shall provide the required front setbacks along each and every street on which that lot abuts, except for a lot in existence on August 23, 2005, that meets the following standards:

1. The lot was created in accordance with all applicable zoning requirements in effect at the time of its creation;
2. The lot is abutted on two or more sides by the street; and
3. The lot meets the frontage requirements for its zoning district on at least one side of the lot.

B. **Explanation.** A lot in existence on August 23, 2005, and meeting the above requirements only has to provide the required front setback on one side of the lot. Such side must comply with the frontage required for the zoning district in which the lot is located. Other sides of the lot located along the same street may provide the required side setback for the zoning district in which the lot is located.

**BC. Frontage Requirement:** A lot with frontage on more than one street only has to meet the applicable lot frontage requirements of the zoning district in which it is located along one frontage of the lot, regardless of whether the frontage is located on a public street or a private street approved by the Town in accordance with the provisions of § 315-61 of this chapter.
§315-29 Lots abutting more than one street.

A. Setback Requirement: Lots which abut on more than one street shall provide the required front setbacks along each and every street on which that lot abuts, except for a lot in existence on August 23, 2005, that meets the following standards:

(1) The lot was created in accordance with all applicable zoning requirements in effect at the time of its creation;

(2) The lot is abutted on two or more sides by the street; and

(3) The lot meets the frontage requirements for its zoning district on at least one side of the lot.

B. Frontage Requirement: A lot with frontage on more than one street only has to meet the applicable lot frontage requirements of the zoning district in which it is located along one frontage of the lot, regardless of whether the frontage is located on a public street or a private street approved by the Town in accordance with the provisions of § 315-61 of this chapter.
ITEM
18-102

To consider and act on accepting and awarding the bid for replacement of the pier at Broad Cove Reserve
To: Town Council
From: William R. Shane, Town Manager
Date: July 17, 2018
Re: 18-102 Broad Cove Pier

The Coastal Water Commission is recommending award to Prock Marine for the replacement of the current pier at Broad Cove. The bid break down and Prock’s bid is on the following sheets.

I am recommending the following for motion for payment of the project:

- $200,000 MDOT Funds
- $150,000 HOA Contribution
- $350,000 Total – non-Town Funds
- $202,000 From Broad Cove Reserve fund & Open Land Acquisition Reserves
- $30,000 Contingency from Land Acquisition Reserves.
- $232,000 Town Funds

**Proposed motion:** I move to accept the recommendation of the Coastal Waters Commission to award the Broad Cove Pier Replacement project to Prock Marine Company. I further authorize the Town Manager to execute contracts and expend up to $232,000 from the Broad Cover Reserve and Land Acquisition Funds; and $350,000 in funds from MDOT and the BCR Home owners Association to pay for the project.
## BASE BID ITEMS

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LIFTING TAB

BEAM CONNECTION TO PILE - PLAN

PLAN

BEAM CONNECTION TO PILE - ELEVATION

STEEL PILE SOCKET DETAIL

CONSTRUCTION SEQUENCE
1. Drive casing to levee surface
2. Clean annular space to levee surface, placethane seal
3. Drill throughthane into sand back behind
4. Clean out drill hole
5. Insert pile and grout to surface
6. Remove casing
PROJECT MANUAL
INCLUDING PLANS AND SPECIFICATIONS FOR THE CONSTRUCTION OF

Broad Cove Pier Replacement
Broad Cove Reserve, Cumberland, Maine
Maine DOT WIN 023809.00
PROJECT No. 15-05

FOR
Town of Cumberland, Maine

May 2018

BAKER DESIGN CONSULTANTS
Civil, Marine and Structural Engineering
7 Spruce Road, Freeport, Maine 04032

Stephen Durrell
PROJECT MANAGER

PROCK MARINE COMPANY
67 Front Street • Rockland, Maine
TEL: 207.594.9565 • FAX: 207.594.9566
CELL: 207.596.9459 • steve@prockmarinecompany.com
www.prockmarinecompany.com

GALVANIZED PILES
PROCK

1. Sept. Start $20m
2. Nov. Piles 3 caps
3. Winter Pier $40m
SECTION 2-A
NOTICE TO CONTRACTORS

Sealed Proposals, in envelopes plainly marked:

Proposal For: Broad Cove Pier Replacement, Town of Cumberland, Maine and addressed to: Town of Cumberland; Attn: Bill Shane – Town Manager, 290 Tuttle Road, Cumberland, Maine 04021 must be received by 2:00 PM on Wednesday, July 4, 2018. A Bid Opening will follow. Any bid received after this time will not be considered.

PROJECT DESCRIPTION: The project comprises replacement of the existing municipal pier at the Broad Cove Reserve located at 179 Foreside Road in Cumberland, ME. The work includes demolition of the existing 4' wide x 200' long timber pier, and construction of a new 6' wide x 176' long pile supported pier, with a new 5' wide x 80' long aluminum gangway, and new timber floats.

A non-mandatory pre-bid meeting will be held at 10:00 AM on Monday, June 18 at the project site. Parking at the waterfront is limited. The Pre-Bid meeting will convene at the upper parking lot near the entrance to 179 Foreside Road from Route 88 and will proceed to the project area after a brief introduction.

General Contract proposal must be accompanied by a certified or cashier's check for 5% of the proposal or a satisfactory Bid Bond in a similar amount.

The selected general contractor will be required to furnish a 100% contract performance bond and a 100% contract payment bond to cover the execution of the work, which shall be in conformity with the form of bonds contained in Section 2-C of the specifications and for the contract amount.

Electronic Copies of Bid Documents and notifications in PDF format can be obtained at no charge from Baker Design Consultants. Contact (b.baker@bakerdesignconsultants.com).

Paper copies of the Bid Documents may be obtained from Baker Design Consultants, 7 Spruce Road; Freeport, ME 04032 (207-846-9724) upon payment of a non-refundable cost of $100.00 for each set of documents with a surcharge of $10.00 for postage and handling. Partial sets of Bidding Documents are not available. No refunds will be provided for the documents before or after the bid.

Contacts:
Bill Shane – Cumberland Town Manager (207) 829-2205
Barney Baker – Baker Design Consultants (207) 846-9724
SECTION 2-B

BID SHEET

Proposal of: Brock Marine Company
Address: 69 Front Street, Rockland, Maine 04841
Telephone: 207-594-9565

Sealed envelopes containing Proposals addressed to:

Town of Cumberland
Attn: Bill Shane, Town Manager
290 Tuttle Road
Cumberland, Maine 04021

Having carefully examined the Form of Contract, Instructions to Bidders, General Conditions, Special Provisions and Plans and Specifications dated April 2018 prepared by Baker Design Consultants, Inc.; Engineer for the construction of: Broad Cove Pier Replacement; Cumberland, Maine undersigned propose to furnish all Labor, Equipment and Materials necessary for and reasonably incidental to the construction and completion of this project.

This bid tabulation on the next page shall be filled in by the Bidder in ink with lump sum prices written in word and numerals. If discrepancies are encountered, written words will be accepted.

This Proposal includes the following Addenda to the Plans and Specifications:

Addendum No. 1, Dated 7-6-18 Addendum No. ____, Dated _____
Addendum No. 2, Dated 7-8-18 Addendum No. ____, Dated _____
## BASE BID ITEMS

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<tr>
<td>2</td>
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<td>Demolition &amp; Disposal of Existing Pier $Forty Seven Thousand Dollars</td>
<td>Lump Sum</td>
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<td>Concrete Abutment &amp; Wingwalls $Twenty Six Thousand Dollars</td>
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<td>4</td>
<td>9</td>
<td>Concrete-Filled Steel Pipe Piles $Nine Thousand Dollars</td>
<td>Per Each</td>
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<td>$9,000 /EA</td>
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<td>5</td>
<td>6</td>
<td>Concrete Pile Caps $Five Thousand Dollars</td>
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<td>6</td>
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<td>Pier Superstructure Construction $One Hundred Thirty Thousand Dollars</td>
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<td>8</td>
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<td>12x24 Gangway Float $Eighteen Thousand Dollars</td>
<td>Lump Sum</td>
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Total Base Bid $498,000
**ALTERNATE BID ITEMS**

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<th>#</th>
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**Total Base Bid + Alternates** $ 652,000.00

The undersigned agrees, if awarded the Contract, to complete the Work in accordance with the following schedule.

- May 1, 2019 - Substantial Completion
- May 15, 2019 - Punch List Items Complete

All piles must be installed in-the-dry during low water or in-water between November 8, 2018 and April 9, 2019.

**Liquidated damages will be assessed at a rate of $200.00/day for failure to complete the contract by this date.**

Any material or materials not specified in the bidding documents but deemed worthy of consideration may be introduced by the Bidder in a separate letter attached to this Proposal. A cost comparison must be included giving the comparison with the material specified and the reason for the suggested substitution.

The undersigned agrees, if this Proposal is accepted, to sign a Contract and deliver it with Affidavits of all insurance specified within twelve (12) calendar days after the date of notification of such acceptance.

Signed: Brock Marine Company

By: D. Lodde, Pres.

61 Front Street, Rockland, Maine 04841

PO Address

NOTE: If Bidder is a Corporation, write State of Incorporation and if a Partnership, give full names of all Partners.

Maine
SECTION 2-C1
FORM OF GENERAL CONTRACT BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE, THE UNDERSIGNED,
*(1) PROCK MARINE COMPANY OF
_________ AND (2) A CORPORATION
_________ AS PRINCIPAL, AND (4) BERKLEY INSURANCE COMPANY
_________ AS SURETY,
ARE HEREBY HELD AND FIRMLY BOUND UNTO (5) TOWN OF CUMBERLAND IN THE PENAL SUM OF
$58* FOR THE PAYMENT OF WHICH, WELL AND TRULY TO BE MADE, WE HEREBY
JOINTLY AND SEVERALLY BIND Ourselves, Our Heirs, Executors, Administrators,
Successors and Assigns, SIGNED THIS (6) 11TH DAY OF JULY, 2018.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT WHEREAS THE PRINCIPAL HAS
SUBMITTED TO (7) OWNER TOWN OF CUMBERLAND A CERTAIN PROPOSAL,
ATTACHED HERETO AND HEREBY MADE A PART HEREOF, TO ENTER INTO A CONTRACT IN WRITING,
FOR THE CONSTRUCTION OF (8) BROAD COVE PIER REPLACEMENT, BROAD COVE RESERVE,
CUMBERLAND, ME. MAINE DOT WIN 023809.00 PROJECT NO. 15-05

NOW THEREFORE:

(a) IF SAID PROPOSAL SHALL BE REJECTED, OR, IN THE ALTERNATE,

(b) IF SAID PROPOSAL SHALL BE ACCEPTED AND THE PRINCIPAL SHALL EXECUTE AND DELIVER A
CONTRACT IN THE FORM OF CONTRACT ATTACHED HERETO PROPERLY COMPLETED IN
ACCORDANCE WITH SAID PROPOSAL) AND SHALL FURNISH A BOND FOR HIS FAITHFUL
PERFORMANCE OF SAID CONTRACT, AND FOR THE PAYMENT OF ALL PERSONS PERFORMING LABOR
OR FURNISHING MATERIAL IN CONNECTION THERewith, AND SHALL IN ALL OTHER RESPECTS
PERFORM THE AGREEMENT CREATED BY THE ACCEPTANCE OF SAID PROPOSAL, THEN THIS
OBLIGATION SHALL BE VOID, OTHERWISE THE SAME SHALL REMAIN IN FORCE AND EFFECT: IT
BEING EXPRESSLY UNDERSTOOD AND AGREED THAT THE LIABILITY OF THE SURETY FOR ANY AND
ALL CLAIMS HEREUNDER SHALL, IN NO EVENT, EXCEED THE PENAL AMOUNT OF THIS OBLIGATION
AS HEREFIN STATED.

THE SURETY, FOR VALUE RECEIVED, HEREBY STIPULATES AND AGREES THAT THE OBLIGATION OF
SAID SURETY AND ITS BOND SHALL BE IN NO WAY IMPAIRED OR AFFECTED BY ANY EXTENSION OF
THE TIME WITHIN WHICH THE PRINCIPAL MAY ACCEPT SUCH PROPOSAL AND SAID SURETY DOES HEREBY WAIVE NOTICE OF ANY SUCH EXTENSION.


WITNESSES-CONTRACTOR: PROCK MARINE COMPANY

[Signature]

By

[Signature] (L.S.)

By

( L.S.)

By

( L.S.)

WITNESSES-SURETY: BERKLEY INSURANCE COMPANY

[Signature]

By

[Signature] (L.S.)

NANCY L. CASTONGUAY, ATTORNEY IN FACT

By

( L.S.)

By

( L.S.)

APPROVED AS TO FORM ________________________________ 20__

BY

(Owner’s Attorney)

Legend

(1) Correct Name of Contractor.
(2) A Corporation, a Partnership, or an Individual, as the case may be.
(3) Correct Name of Town, City, Corporation, Partnership, etc.
(4) Correct Name of Surety
(5) Treasurer of Town, City, Corporation, Partnership, etc.
(6) Same Date as that of Contract
(7) Owner shall be Town, City, Corporation, Partnership, etc.
(8) Name of Project as designated in the Contract Documents.

If Contractor is Partnership, all Partners should execute Bond. The person executing this Bond shall provide a Power of Attorney document, together with a statement that it still is in full force and effect. Bond must be counter-signed by a Resident Maine Agent.
POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: Nancy L. Castonguay; Robert E. Shaw, Jr.; Heidi Rodten; Jolene L. Binette; or Melanie A. Bonnevie of Skillings - Shaw & Associates, Inc. of Lewiston, ME its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed One Hundred Million and 00/100 U.S. Dollars (U.S.$100,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety Group, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 27th day of April, 2016.

Attest:  Berkley Insurance Company

By: maria c. rundbaken  By: jeffrey m. hafter
Senior Vice President & Secretary  Senior Vice President

(Seal)  (Seal)

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT ) ss:
COUNTY OF FAIRFIELD )

Sworn to before me, a Notary Public in the State of Connecticut, this 27th day of April, 2016, by Ira S. Lederman and Jeffrey M. Hafer who are sworn to me to be the Senior Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

M aria C. R undbaken  Maria C. Rundbaken
NOTARY PUBLIC  Notary Public, State of Connecticut
MY COMMISSION EXPIRES  APRIL 30, 2019

CERTIFICATE
I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney, that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 11TH day of JULY, 2018.

(Seal)  Andrew M. Luria

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom of this page is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.
ITEM 18-103

To hold a Public Hearing to consider and act on forwarding to the Planning Board for a Public Hearing and recommendation, amendments to Chapter 315 (Zoning), Section 4 (Word usage and definitions) and Section 14 (Village Center Commercial District) of the Cumberland Code, as recommended by the Ordinance Committee (Storage Units on Route 100)
MEMORANDUM

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 17, 2018
Re: 18- 103 Self Storage Units Route 100 – VCC

The Ordinance Committee is recommending the attached language to be updated to allow for Storage units in the VCC Zone:

The changes to the zoning would be to section 315-4 definitions and 315-14 Village Center Commercial District. Projects would be reviewed under the Site Plan Ordinance and will be required to meet the Route 100 Design Standards.
§ 315-4 Word usage and definitions.

**SELF-STORAGE FACILITY**
A building or group of buildings containing separate, individual, and private storage spaces of varying sizes available for lease or rent for varying periods of time.

§ 315-14 Village Center Commercial District

A. Purpose. The purpose of the Village Center Commercial District is to provide an area that allows for a mix of commercial uses such as retail sales, restaurants and business and professional offices. Pedestrian and bicycle travel will be safely provided through the use of sidewalks and bike lanes.

   (1) All development in this district shall be consistent with the Town of Cumberland Route 100 Design Standards.

   (2) There shall be a twenty-five-foot landscape buffer for any property with frontage on Route 100. The applicant shall either improve this landscape buffer with a sidewalk, trees, and other landscaping and street furniture, as approved by the Planning Board as part of site plan approval for the site, or shall, in the alternative, grant a landscape easement to the Town for the purpose of installation and maintenance of the required sidewalk and other streetscape improvements.

B. The following uses are permitted within the VCC District:

   (1) Auto repair service garage.

   (2) Business and professional offices, to include those with drive-through facilities.

   (3) Cafe.

   (4) Catering.

   (5) Commercial kitchens.

   (6) Health and fitness studio.

   (7) Gasoline stations.

   (8) Restaurants.

   (9) Retail store (maximum footprint of 25,000 square feet).

   (10) Outdoor seating area.

   (11) Grocery stores (maximum footprint of 35,000 square feet).
(12) Veterinary office.

(13) Commercial health and recreation.

(14) Personal services.

(15) Landscaping services and retail.

(16) Motor vehicle sales.

(17) Research facilities.

(18) Sewer pumping stations, subject to the provisions of § 315-59D.

(19) Commercial health and recreation facility.

(20) Timber harvesting, subject to the provisions of § 315-68.

(21) Residential care facilities, subject to the provisions of § 315-71, except that for the purposes of this district those provisions shall be modified as follows:

(a) The total gross area of all building footprints on the site shall not exceed 30,000 square feet for each four acres of lot area. Additional building footprints of 30,000 square feet shall be permitted for each additional land area increment of four acres.

(b) The parking requirement included in § 315-71 may be reduced upon a positive finding by the Board that the proposed use does not, in practice, require the amount stated in the standard.

(22) Antennas as defined in § 315-4, subject to site plan review and § 315-72.

(23) Contractor's space.

(24) Light manufacturing, as defined.

(25) Hotels and inns.

(26) Warehousing and distribution (three-hundred-foot minimum setback restriction from Route 100).

(27) Day-care centers and nursery schools, subject to the provisions of § 315-47 and site plan review.

(28) Day-care center, adult, for no more than 20 persons, subject to site plan review or special exception as required.
(29) Accessory structures of public utilities.

(30) Aboveground utility transmission lines not located within public ways.

(31) Municipal uses.

(32) Aggregate processing less rock crushing on the westerly side of Route 100, and on the southerly side of Blackstrap Road, with a five-hundred-foot setback from Route 100.

(33) Construction operations on the westerly side of Route 100, and on the southerly side of Blackstrap Road, with a five-hundred-foot setback from Route 100.

(34) **Self-storage facility.**

(35) Uses and buildings accessory to those above.

C. The following uses are allowed as special exceptions in the VCC District, requiring the approval of the Board of Adjustment and Appeals:

1. Home occupations.
2. Home-based occupations.
3. Home-based retail.
4. Uses and building accessory to those above.

D. The following lot standards apply in the VCC District:

1. Minimum lot size of 20,000 square feet.
2. There shall be no less than 75 feet of lot frontage.

E. The following setbacks are required for all structures in the VCC District:

1. Front: 45 feet. (Note: The front setback for lots with frontage on Route 100 in this district shall include the required twenty-five-foot landscape easement to the Town of Cumberland.)
2. Rear: 50 feet. (Note: Where a proposed nonresidential use will abut an existing residential zone, there shall be a twenty-five-foot landscaped buffer within the required setback.)
ITEM
18-104

To set a Public Hearing date of August 27th to consider and act on amendments to Chapter 315 (Zoning), Section 38 (Animals) of the Cumberland Code, as recommended by the Ordinance Committee.
To: Town Council
From: William R. Shane, Town Manager
Date: July 17, 2018
Re: 18-104 Animals

The Ordinance Committee is recommending changes to the Animals Ordinance. The current ordinance is in conflict to the development in the smaller sized lot districts. I believe it will require additional tweaking in the future, but is a great start in trying to deal with growth and unforeseen impacts.
Chapter 315. Zoning
Article VI. General Regulations
§ 315-38. Animals.

A. Household pets are allowed in all districts. Household pets shall not include horses or any animals kept for purposes of commercial or noncommercial agriculture or animal husbandry, or any uses related thereto, and shall not include any animals that are considered a public nuisance or are otherwise unlawful to possess under state or federal law.

B. Horses may be kept in all districts, provided that there shall be at least one acre of containment area for the first horse to be kept on the premises and 10,000 square feet of containment area for each horse thereafter.

C. Animals other than horses and household pets, may be kept for personal use and enjoyment, noncommercial purposes, provided that the minimum lot size for keeping such animals shall be two acres in all districts, except that the minimum lot size for keeping such animals on properties within the Village Mixed Use (VMU) District, Low Density Residential (LDR) District and the Medium Density Residential (MDR) District as designated in the Town of Cumberland’s Comprehensive Plan shall be ten acres for purposes of this Chapter.

D. The free range of poultry beyond the borders of an owner's property is prohibited.

E. No chicken house and no piggery shall be permitted nearer than 100 feet to any property line.

F. It shall be a violation of this Chapter to keep an animal or animals on any property within the Town that results in an unreasonable use of the property, unreasonably injures another’s land, interferes with the use of another’s land, alters the flow of surface water, or negatively impacts the drinking water of any property through any noise, odor, storage or disposal of materials, animal byproducts or carcasses that are related to the keeping of such animal or animals on the property.

G. Any violation of this Chapter shall constitute a nuisance, and the owner, person or firm having control or use of the property on which animals are being kept in violation of this Chapter shall be fined as established by order of the Town Council for each day such violation is permitted to exist after notification in writing from the Town; provided, however, that a farm operation shall not be considered a nuisance if it is in compliance with applicable state and federal laws, rules and regulations.
Chapter 315. Zoning
Article VI. General Regulations
§ 315-38. Animals.

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G. Any violation of this Chapter shall constitute a nuisance, and the owner, person or firm having control or use of the property on which animals are being kept in violation of this Chapter shall be fined as established by order of the Town Council for each day such violation is permitted to exist after notification in writing from the Town; provided, however, that a farm operation shall not be considered a nuisance if it is in compliance with applicable state and federal laws, rules and regulations.
ITEM
18-105

To hold a Public Hearing to consider and act on forwarding to the Planning Board for a Public Hearing and recommendation, draft zoning map amendments to rezone lots on Amanda’s Way from Rural Residential One (RR1) to Medium Density Residential (MDR) and Village Mixed Use (VMU) Zones, as recommended by the Ordinance Committee.
To: Town Council
From: William R. Shane, Town Manager
Date: July 17, 2018
Re: 18-105 Zoning Map Changes

The Ordinance Committee is recommending Changes to the MDR – VMU and RR1 Zones. Depicted below is the current conditions:
Proposed Zoning:

The three VMU lots are now in the Village Green Master Plan. The New MDR lots provide a buffer between the higher density of the VMU and the more rural uses of the RR1.
## REVENUES

### FOR PERIOD 12 OF 2018

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### HISTORICAL ACTUALS COMPARISON REPORT

**ACCOUNTS FOR:**
- **PRIORITY YR3**
- **PRIORITY YR2**
- **LAST YR**
- **CURRENT YR**
- **CY REV BUDGET**

#### General Fund

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### Historical Actuals Comparison Report

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### HISTORICAL ACTUALS COMPARISON REPORT

**FOR PERIOD 12 OF 2018**

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| 0037 0357 Golf Memberships | .00 | -233,003.80 | -230,898.00 | -224,210.69 | -231,126.00 |
| 0037 0358 Greens Fees | .00 | -137,497.94 | -116,041.92 | -130,105.04 | -132,322.00 |
| 0037 0359 Golf Cart Rentals | .00 | -88,125.84 | -85,193.13 | -91,589.10 | -96,976.00 |
| 0037 0416 Practice Range | .00 | -10,819.00 | -8,116.75 | -9,698.00 | -11,545.00 |
| 0037 0417 VH Program Revenues | .00 | -52,018.64 | -61,040.00 | -78,099.57 | -59,574.00 |
| 0037 0419 Advertising Sales | .00 | -29,289.10 | -132,332.00 | -27,449.00 | -75,630.00 |
| 0037 0522 Outing Golf | .00 | -90,122.08 | -11,545.00 | -11,545.00 | -11,545.00 |
| 0037 0617 Donations Received | .00 | .00 | .00 | .00 | .00 |
| **TOTAL VH Golf Revenues** | .00 | -640,891.18 | -580,567.05 | -585,916.32 | -634,632.00 |

| 0041 Recreation Related Revenues | | | | | |
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| 0041 0372 41000 Winter Recreation Revenue | -105,890.26 | -97,131.00 | .00 | .00 | .00 |
| 0041 0373 41000 Summer Recreation Revenue | -248,416.48 | -248,440.33 | .00 | .00 | .00 |
| 0041 0440 41100 After School Programs | -198,639.20 | -210,848.38 | -258,014.19 | -311,373.36 | -214,836.00 |
| 0041 0441 41110 Youth Enrichment Programs | .00 | .00 | -117,240.86 | -156,219.40 | -108,607.00 |
| 0041 0442 41120 Youth Sports Programs | .00 | .00 | -96,123.95 | -109,402.00 | -93,052.00 |
| 0041 0443 41130 Skil Programs | .00 | .00 | -45,741.28 | -50,715.00 | -45,020.00 |
| 0041 0444 41140 Day Camps | .00 | .00 | -184,832.94 | -202,740.24 | -180,160.00 |
| 0041 0445 41150 Swimming Programs | .00 | .00 | -23,803.10 | -28,605.00 | -54,025.00 |
| 0041 0446 41160 Adult Enrichment Revenue | -38,722.10 | -43,971.91 | -42,483.81 | -39,515.00 |
| 0041 0447 41170 Adult Fitness Revenue | -59,296.75 | -70,572.38 | -63,188.15 | -37,743.00 |
| 0041 0448 41190 Special Events/Trips Reven | -10,455.66 | -8,372.00 | -1,334.62 | -3,284.00 | -6,971.00 |
| 0041 0449 41190 Recreation Programs | -14,876.00 | -15,245.00 | -23,349.77 | -29,573.00 | -20,245.00 |
| 0041 0570 41190 Rec Soccer Revenue | -14,876.00 | -15,245.00 | -23,349.77 | -29,573.00 | -20,245.00 |
| 0041 0571 41190 Rec Ultimate Frisbee Reven | -15,763.00 | -13,605.00 | -12,605.00 | -15,672.00 |
| 0041 0606 41190 CPR/First Aid Revenues | -150.00 | 1,401.20 | -1,010.00 | -400.00 | .00 |
| **TOTAL Recreation Related Reven** | -637,067.31 | -779,334.81 | -884,912.40 | -1,018,190.96 | -818,116.00 |

| 0045 Library Related Revenues | | | | | |
| 0045 0379 Library Interest Income | -121.23 | -293.70 | .00 | .00 | .00 |
| 0045 0392 Library Fines | -5,865.78 | -4,281.45 | -3,396.57 | -3,314.26 | -3,500.00 |
| 0045 0394 Misc. Library Revenue | -1,892.98 | -1,818.29 | -1,571.16 | -1,253.90 | .00 |
| **TOTAL Library Related Revenues** | -7,879.99 | -6,393.44 | -4,967.73 | -4,568.16 | -3,500.00 |
| **TOTAL General Fund** | -4,292,399.99 | -5,278,052.35 | -5,471,623.58 | -5,399,841.10 | -4,787,399.00 |
| **TOTAL REVENUES** | -4,292,399.99 | -5,278,052.35 | -5,471,623.58 | -5,399,841.10 | -4,787,399.00 |
| **GRAND TOTAL** | -4,292,399.99 | -5,278,052.35 | -5,471,623.58 | -5,399,841.10 | -4,787,399.00 |
## EXPENSES

### HISTORICAL ACTUALS COMPARISON REPORT
FOR PERIOD 12 OF 2018

#### ACCOUNTS FOR:
**001** General Fund

<table>
<thead>
<tr>
<th></th>
<th>PRIOR YR3 ACTUALS</th>
<th>PRIOR YR2 ACTUALS</th>
<th>LAST YR ACTUALS</th>
<th>CURRENT YR ACTUALS</th>
<th>CY REV BUDGET</th>
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<tr>
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| 20       | Public Safety     |                   |                  |                   |               |               |
| 210      | Police            | 1,198,297.50      | 1,350,919.74     | 1,326,514.27      | 1,344,538.75  | 1,358,525.00  |
| 220      | Fire              | 863,067.51        | 891,645.61       | 954,962.29        | 925,817.62    | 874,775.00    |
| 240      | Code Enforcement  | 96,802.16         | 110,891.95       | 105,919.08        | 135,522.63    | 138,705.00    |
| 250      | Harbor Master     | 28,467.75         | 31,971.83        | 30,658.01         | 32,632.30     | 31,473.00     |
| 260      | Animal Control    |                   |                  |                   |               |               |
|          | **TOTAL Public Safety** | 2,186,634.92 | 2,385,429.13 | 2,418,159.14 | 2,444,569.53 | 2,413,478.00 |

| 30       | Public Services   |                   |                  |                   |               |               |
| 310      | Public Works      | 978,911.06        | 991,019.10       | 1,171,825.94      | 1,169,885.16  | 1,113,973.00  |
| 320      | Waste Disposal    | 503,269.15        | 501,471.73       | 482,145.42        | 505,919.34    | 497,785.00    |
| 430      | Parks             | 227,485.88        | 243,376.86       | 221,338.55        | 297,245.69    | 279,153.00    |
| 440      | West Cumberland Rec | 6,215.87   | 4,031.07         | 6,536.09         | 6,294.36      | 5,775.00     |
| 470      | Historical Society Building | 2,011.60 | 2,732.45         | 3,977.49         | 5,821.22      | 4,958.00     |
|          | **TOTAL Public Services** | 1,717,893.56 | 1,742,631.21 | 1,885,823.49 | 1,985,165.77 | 1,901,644.00 |

| 37       | Val Halla Golf Club |                   |                  |                   |               |               |
| 350      | Valhalla-Club      | .00               | 42,733.01        | 38,097.97         | 36,267.41     | 35,804.00     |
| 360      | Valhalla-Course    | .00               | 468,567.49       | 454,334.33        | 474,550.02    | 474,665.00    |
## Historical Actuals Comparison Report

**For Period 12 of 2018**

### Accounts for:

<table>
<thead>
<tr>
<th>Account</th>
<th>General Fund</th>
<th>Prior Yr3 Actuals</th>
<th>Prior Yr2 Actuals</th>
<th>Last Yr Actuals</th>
<th>Current Yr Actuals</th>
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## TOWN OF CUMBERLAND
### HISTORICAL ACTUALS COMPARISON REPORT

**FOR PERIOD 12 OF 2018**

<table>
<thead>
<tr>
<th>ACCOUNTS FOR:</th>
<th>PRIOR YR3 ACTUALS</th>
<th>PRIOR YR2 ACTUALS</th>
<th>LAST YR ACTUALS</th>
<th>CURRENT YR ACTUALS</th>
<th>CY REV BUDGET</th>
</tr>
</thead>
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<tr>
<td>001 General Fund</td>
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<td><strong>19,994,644.15</strong></td>
<td><strong>20,016,838.00</strong></td>
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<td><strong>TOTAL General Fund</strong></td>
<td><strong>23,852,299.67</strong></td>
<td><strong>26,288,514.33</strong></td>
<td><strong>27,013,465.00</strong></td>
<td><strong>28,151,680.59</strong></td>
<td><strong>27,898,682.00</strong></td>
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<tr>
<td><strong>TOTAL EXPENSES</strong></td>
<td><strong>23,852,299.67</strong></td>
<td><strong>26,288,514.33</strong></td>
<td><strong>27,013,465.00</strong></td>
<td><strong>28,151,680.59</strong></td>
<td><strong>27,898,682.00</strong></td>
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<td><strong>GRAND TOTAL</strong></td>
<td><strong>23,852,299.67</strong></td>
<td><strong>26,288,514.33</strong></td>
<td><strong>27,013,465.00</strong></td>
<td><strong>28,151,680.59</strong></td>
<td><strong>27,898,682.00</strong></td>
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