AGENDA
Cumberland Town Council Meeting
Town Council Chambers
MONDAY, May 14, 2018
6:00 P.M. Workshop
7:00 P.M. Call to Order

6:00 P.M. WORKSHOP with Village Green neighborhood re: salt shed, compost pad and timetable for relocation of Public Works Garage

I. CALL TO ORDER

II. APPROVAL OF MINUTES
   April 23, 2018
   May 8, 2018 Special Meeting

III. MANAGER’S REPORT
   Maine Municipal Association essay contest award presentations to Cassidy Dean and Lauren Dennen, Greely Middle School
   Food Pantry donation from Mark Stewart of the Cumberland Fire Association

IV. PUBLIC DISCUSSION

V. LEGISLATION AND POLICY

18 – 063 To hold a Public Hearing to consider and act on forwarding Contract Zone Agreement amendment #5 for Heritage Village Development (formally Cumberland Foreside Village, LLC), to the Planning Board for a Public Hearing and recommendation.

18 – 064 To hold a Public Hearing to consider and act on acceptance of a Solar Power Purchase Agreement for a solar array to be located on the former landfill site on Drowne Road.

18 – 065 To adopt a Town Council Resolution re: 2019 M.S.A.D. 51 proposed budget

18 – 066 To consider and act on a Wharfing Out Permit for 7 Ebb Tide Drive (Map U06B/Lot 11), as recommended by the Coastal Waters Commission.

18 – 067 To authorize the Town Manager to execute a gift letter to A.H. Grover for work donated at the new Central Fire Station.

18 – 068 To hold a Public Hearing to consider and act on amendments to Chapter 229 (Site Plan Review) of the Cumberland Code, as recommended by the Planning Board.
18 – 069  To hold a Public Hearing to consider and act on amendments to Chapter 226 (Shoreland Zoning) of the Cumberland Code, as recommended by the Planning Board.

18 – 070  To appoint a members to vacant Board/Committee seats.

18 – 071  To hold a Public Hearing to consider and act on a Mass Gathering Permit for Maine’s Ultimate Yard Sale to be held on Saturday, June 9, 2018 from 9:00 a.m. to 2:00 p.m. at the Cumberland Fairgrounds.

18 – 072  To consider and act on cancelling the May 28th (Memorial Day) Town Council meeting.

18 – 073  To consider and act on moving the June 11th Town Council meeting to June 4th, swearing in newly elected Town Councilors on June 18th and keeping June 25th as a regular Town Council meeting date.

VI. NEW BUSINESS

June 4th report from the Town Clerk re: Rank Choice Voting

June Council Meetings:

June 4th – Council Meeting at 7:00 p.m.

June 18th – Swearing in of newly elected Councilors and election of Chair and Vice-Chair only. Meeting at 5:00 p.m.

June 25th – Council Meeting at 7:00 p.m.

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

6:00 P.M. EXECUTIVE SESSION pursuant to 1 M.R.S.A., § 405(6)(E) consultation with the Town Attorney.  
Motion by Councilor Turner, seconded by Councilor Stiles, to recess to Executive Session pursuant to 1 M.R.S.A., § 405(6)(E) consultation with the Town Attorney.  
VOTE:  7-0  
TIME:  6:03 P.M.

Reconvene to regular session at 7:02 P.M.

I. BUSINESS INTRODUCTION  
Chris McGorrill, from Atlantic Federal Credit Union, said that the credit union has been part of the community since 2011.  Since that time, over 3,000 accounts have been opened.  A credit union is a financial cooperative, not driven by stockholders, but rather by its members.  In 2017 they were recognized with a Certificate of Excellence from the Credit Union National Association, because they had provided over 3 million dollars in direct financial benefits to their memberships compared to banks.  Depositaccounts.com also highlighted Atlantic as one of the healthiest credit unions in the country, placing them in the top 2%.  Within the community, they are proud to support the Cumberland Food Pantry, the wood bank, and various programs in the school system.  They teach financial education to 11th graders at Greely and host money night at the elementary school.  They offer free confidential document shredding to their members in May and October.  They are open Monday through Friday from 8:30 a.m. to 5:00 p.m.

II. APPROVAL OF MINUTES  
Motion by Councilor Gruber, seconded by Councilor Bingham, to accept the April 9, 2018 meeting minutes as presented.  
VOTE:  7-0  UNANIMOUS

III. MANAGER’S REPORT  
The dedication and open house for the new fire station will be on Saturday, May 12th at 1:00 p.m.  The public is welcome to attend.

The Windham Town Council will be discussing a moratorium on mineral extraction soon.  There is an application in Windham for a proposed quarry very close to Forest Lake.

IV. PUBLIC DISCUSSION  
None

V. LEGISLATION AND POLICY
18 – 055 To hold a Public Hearing to consider and act on a Contract Zone Agreement for John Paynter, 445 Greely Road Extension.

Town Manager Shane explained that we have been working with Mr. Paynter for over a year and this will bring the final piece around Knight’s Pond into the ownership of the Town. The Planning Board voted unanimously in favor of this at their meeting last week. This Contract Zone will simply allow a garage and shed to remain where they are on Mr. Paynter’s property.

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

Motion by Councilor Gruber, seconded by Councilor Turner, to approve the Contract Zone Agreement for John Paynter, 445 Greely Road Extension, as recommended by the Planning Board.
VOTE: 7-0 UNANIMOUS

18 – 056 To award the proposal for the Solar Photovoltaic Project to be located on the closed landfill on Drowne Road.

Town Manager Shane explained that this is the next step in the process. The Finance Committee and the Cumberland Climate Action Team will work together to create a Power Purchase Agreement. They will work with Revision Energy and then bring the Power Purchase Agreement back to the Town Council for consideration to award the project.

Chairman Edes reiterated that the action this evening is not to approve the project, but only to continue working with Revision Energy to develop a Power Purchase Agreement.

Councilor Stiles asked if Denny Gallaudet of the Cumberland Climate Action Team could give the public a brief description of the proposed project. A final decision on this project has not been made and the Council has not voted to approve it yet.

Mr. Gallaudet explained that the use of capped landfills for solar arrays is very common. The Cumberland Climate Action Team approached the Town to see if there was any interest. A nationwide process for proposals began and we received 2 proposals. Revision Energy of Maine submitted the lowest bid. The economics of solar energy have become outstanding in recent years and it looks like this community will be able to provide all the electricity for Town operations for a period of 34 years for approximately half the cost they are paying CMP. This is a savings for the taxpayers. This is a homerun for those who are concerned about what this planet is going to be like when our grandchildren are growing up.

Councilor Bingham said that as this project moves along through the process, it will have to go to the Planning Board for site plan review. He assured the neighborhood that the Town continues to work on finding a relocation site for the Town garage.

Councilor Storey-King said that on May 14th there will be a workshop with the Town Council and the Village Green neighborhood to talk about the Town garage, the salt shed and the compost pad. The Town Council has not given up on moving the Town garage.

Councilor Gruber said that everybody is in favor of saving energy. He asked Mr. Gallaudet if any other location was considered for this project.
Mr. Gallaudet said that they have not. The capped landfill location is common sense because it is not usable for anything else. There is also a lot of room on that location to move the 4-acres of panels around. There is a lot of flexibility on that site because there is a lot of acreage to work with.

Councilor Turner said that solar power is a huge benefit for the Town. He feels that the issue with the neighborhood is that they feel their property values will be decreased by the presence of this solar array. This Council does not have any desire to diminish anybody’s property values and they will be very careful to do all they can to protect the neighborhood from any adverse effect from the project, if the old landfill does indeed become the site.

Motion by Councilor Copp, seconded by Councilor Stiles, to authorize the Finance Committee to continue to work with Revision Energy and to develop a Power Purchase Agreement for a solar project to be located on the former landfill site on Drowne Road.

VOTE: 6-1 (Gruber opposed) MOTION PASSES

18 – 057 To consider and act on an application for Colin Kolmar of Wiggly Bridge Distillery of York to sell malt liquor or wine (no sampling allowed) at the Cumberland Farmer’s Market.

Town Manager Shane said that staff is recommending approval. The application is complete and the only condition of approval is that no sampling will be allowed during the Farmer’s Market.

Councilor Bingham asked if we are setting some kind of precedent with this. This is a fairly big step and to be opening up the public sale of alcohol anywhere other than retail establishments should be thought through as it is a substantial change to our policy.

Councilor Storey-King agreed with Councilor Bingham. Will we have every micro-brewery wanting to sell beer at the Farmer’s Market? How does this support farming? She cannot make a connection to farming.

Motion by Councilor Turner, seconded by Councilor Stiles, to approve the application for Colin Kolmar of Wiggly Bridge Distillery of York to sell malt liquor or wine (no sampling allowed) at the Cumberland Farmer’s Market.

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

18 – 058 To reappoint Anita Anderson as Health Officer.

Motion by Councilor Bingham, seconded by Councilor Storey-King, to reappoint Anita Anderson as Health Officer.

VOTE: 7-0 UNANIMOUS

18 – 059 To set a Public Hearing date of May 14th to consider and act on amendments to Chapter 229 (Site Plan Review) of the Cumberland Code, as recommended by the Planning Board.

Motion by Councilor Stiles, seconded by Councilor Gruber, to set a Public Hearing date of May 14th to consider and act on amendments to Chapter 229 (Site Plan Review) of the Cumberland Code, as recommended by the Planning Board.

VOTE: 7-0 UNANIMOUS

18 – 060 To set a Public Hearing date of May 14th to consider and act on amendments to Chapter 226 (Shoreland Zoning) of the Cumberland Code, as recommended by the Planning Board.
Motion by Councilor Stiles, seconded by Councilor Turner, to set a Public Hearing date of May 14th to consider and act on amendments to Chapter 226 (Shoreland Zoning) of the Cumberland Code, as recommended by the Planning Board.

VOTE: 7-0 UNANIMOUS

18 – 061 To set a special Town Council meeting date of May 8th to countersign the Warrant and Notice of Election calling the June 12, 2018 M.S.A.D. 51 Budget Validation Referendum.

Motion by Councilor Bingham, seconded by Councilor Storey-King, to set a special Town Council meeting date of May 8th to countersign the Warrant and Notice of Election calling the June 12, 2018 M.S.A.D. 51 Budget Validation Referendum.

VOTE: 6-1 (Gruber opposed) MOTION PASSES

VI. NEW BUSINESS

Councilor Bingham – None

Councilor Gruber – He sent his appreciation to Cumberland Rescue. They responded to a family member’s emergency and he cannot say enough good things about them and their professionalism.

Thank you to the Town Manager for his work with the Historical Society and attending their board meeting.

Opening day for Little League is this Saturday.

Councilor Storey-King – She and Chairman Edes met with CMP and their engineers earlier today regarding holding neighborhood meetings on two projects that they are proposing in our community. One is the expansion of Raven Farm Station on Greely Road and the other is to increase the voltage on the Brite Line (the line that runs parallel to the railroad tracks on Middle Road).

The Parks and Recreation Advisory Board met recently and everything is looking good including Recreation revenues.

Every year, Maine Municipal Association hold an essay contest for 7th graders entitled “If I led my community…” Two out of the three winners are from Greely Middle School this year. One of them is her student.

Councilor Copp – He wished his wife a happy birthday.

Chairman Edes – Condolences to the Buhelt family. Wayne Buhelt was a longtime Cumberland Police Officer who passed away at the age of 80.

Councilor Stiles – He urged the public to attend the school budget workshops so they can become informed and understand where the majority of their tax dollars are spent.

Councilor Turner – None

Town Manager Shane – None
VII. **ADJOURNMENT**
Motion by Councilor Turner, seconded by Councilor Stiles, to adjourn.
VOTE: 7-0 UNANIMOUS
TIME: 7:47 P.M.

Respectfully submitted by,

Brenda L. Moore
Council Secretary
7:00 A.M. Call to Order  
Present: Councilors Bingham, Copp, Edes, Gruber, Stiles, Storey-King and Turner

I. CALL TO ORDER

II. LEGISLATION AND POLICY

18-062 To countersign the Warrant and Notice of Election calling the June 12, 2018 M.S.A.D. 51 Budget Validation Referendum.

Motion by Councilor Bingham, seconded by Councilor Gruber, to countersign the Warrant and Notice of Election calling the June 12, 2018 M.S.A.D. 51 Budget Validation Referendum.  
VOTE: 7-0 UNANIMOUS

III. ADJOURNMENT

Motion by Councilor Bingham, seconded by Councilor Gruber, to adjourn.  
VOTE: 7-0 UNANIMOUS  
TIME: 7:17 a.m.

Respectfully submitted by,

Brenda L. Moore  
Council Secretary
ITEM
18-063

To hold a Public Hearing to consider and act on forwarding Contract Zone Agreement amendment #5 for Heritage Village Development (formally Cumberland Foreside Village, LLC), to the Planning Board for a Public Hearing and recommendation
To: Town Council  
From: William Shane, Town Manager  
Date: May 10, 2018  
Re: 18-063 Amendment to CZA for Heritage Village Development (formally Cumberland Foreside Village)

This step in the process is to send to the Planning Board a “draft” CZA amendment for the Planning Board to hold a public hearing and make a recommendation to you regarding changes, modifications, additions or deletions to the amended CZA. The two meetings to date have yielded significant input from all three neighborhoods. Major items discussed at both meetings were:

1. Hawkes Ridge – concerned with driveway exits along lots 2 through 5 and alignment of the two exit driveways.
2. Buffering for lots at end of Nautical and Clipper and to the rear of lots 4 and 5.
3. Current uses and impacts from potential future uses such as noise, loading docks, vistas, etc. These items are much more than just landscaping, but have an impact on the quality of life.

The concept plans attached are an excellent start and show an understanding that the developer is adding significant changes and amenities toward being a good neighbor.

I believe the berm and pathway connections will be presented for approval at the Planning Board meeting in June and meet the intent of the Town Council’s early input. The Town Council may need to allow the Planning Board additional latitude when it comes to buffering along the commercial/residential line across the back of lot 5. The developer has informed the new lot owner of lot 5 that additional screening and buffering may be required, as the existing vegetation between the commercial zone and residential homes is sparse at best.
LAND FOR HOUSING LOTS 10 A & B, 20.89 ACRES INCLUDING OPEN SPACE.

LAND FOR COMMERCIAL DEVELOPMENT 44.95 ± ACRES (LOTS 1-9) LOT 7 AND 8 TOTAL 25.67 ACRES

THE AREA OF LOT 8 WITHIN 400 FEET OF THE COMMON PROPERTY LINE WITH THE ADJACENT RESIDENTIAL AREA SHALL HAVE BUILDING HEIGHTS OF 40 FEET OR LESS, AND BUILDING FOOTPRINTS OF 20,000 SF OR LESS.

ENTIRE CONTRACT ZONE INCLUDES LOTS 1-9. 14.87 ACRES, CONTRACT ZONE DOES NOT INCLUDE THE "SEAFAX" LOT: 2.99 ACRES

CONTRACT ZONE ILLUSTRATIVE PLAN
THIS IS NOT A SUBDIVISION PLAN

EXHIBIT A - CONTRACT ZONE 5TH AMENDMENT

<table>
<thead>
<tr>
<th>Date</th>
<th>Notes</th>
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<tbody>
<tr>
<td>6 5/7/18</td>
<td>SPLIT LOT 9, ADD NOTES ON LOT 8</td>
</tr>
<tr>
<td>5 3/27/18</td>
<td>DIVIDED COMM. LOT, ADD R.O.W. &amp; ADD COMM. LOTS</td>
</tr>
<tr>
<td>4 2/19/16</td>
<td>REVISED LOT USES</td>
</tr>
<tr>
<td>3 1/28/16</td>
<td>ADDED TAX MAP &amp; LOTS, CLARIFY ADDITIONAL AREA</td>
</tr>
<tr>
<td>2 1/25/16</td>
<td>DIVIDED LOT 9 FROM LOT 8</td>
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<tr>
<td>1 1/22/16</td>
<td>ADDED AREA TO CONTRACT ZONE</td>
</tr>
</tbody>
</table>

MOHR & SERRIN
Landscape Architects, Inc.
10 Pleasant Street, Portland, Maine 04101
Ph. 1.207.871.0003 Fax: 1.207.871.1419

HERITAGE VILLAGE DEVELOPMENT GROUP, LLC
CUMBERLAND FORESIDE VILLAGE
US ROUTE ONE, CUMBERLAND

SCALE: AS SHOWN DATE: MAR. 27, 2018 CHECK BY: SBM PROJECT: 111-NC
Submit Application to Town Manager with $2,000 fee may be more if complex project

Town Planner & Town Manager
Recommendation to Town Council Consistency with Comp Plan

Council Votes to Accept or Not Accept the Application

Not Accepted - End Process

Accepted

Council Facilitated Neighborhood Meeting

Town Council & Planning Board Workshop

Town Attorney to Review & Assist in Drafting the CZA for Town Council Review

Town Council Public Hearing & Decision to forward to the Planning Board

Planning Board Public Hearing & Recommendation to Town Council

Town Council Public Hearing & Vote

May 14th

June 19th

June 25th

Amendments ??

Back to the Top to Step 1
April 3, 2018

William Shane, Town Manager
Town of Cumberland
290 Tuttle Road
Cumberland, Maine 04021

Re: Application for Amendment to Contract Zone Agreement
Heritage Village Development Group, LLC (formerly Cumberland Foreside Village, LLC)

Dear Bill,

Our office represents Heritage Village Development Group, LLC, which as you know purchased land subject to the Contract Zone Agreement from Cumberland Foreside Village last year. Thank you for the opportunity to present this proposed amendment to the Agreement.

We understand that you will review this package for completeness and forward it to the Town Council for their initial review. We respectfully request to be included on the Town Council’s April 9, 2018 agenda.

The proposed amendment would make the following changes to the existing Contract Zone Agreement, among other clarifying edits:

1. Section II.A., Light manufacturing and residential care facilities are expressly included as permitted uses (rather than relying on the underlying zoning district where they are already permitted uses).
2. Section II.D., the buffering requirements for indoor warehouse and storage facilities and whole distribution facilities do not apply to Lots 4, 5 and the portion of 8 west of Clipper Street.
3. Section III. A. 2., side yard setbacks for interior commercial lots have been reduced from 20 to 15 feet.
4. Section III.A. 2., the 10 foot driveway setback is removed for driveways shared by 2 or more lots.
5. Section III.A.4, the side yard setback is reduced from 25 to 15 feet for indoor warehouse and storage and wholesale distribution facilities.

6. Section III.A.4, the rear yard setback is reduced from 25 feet to 20 feet for indoor warehouse and storage and wholesale distribution facilities.

7. Section III. B., the frontage requirement for interior lots is reduced from 150 feet to 75 feet.

8. Section III.C., the requirements for interior roads, other than driveways and alleyways, serving commercial lots have been clarified to require an enclosed storm drainage system and must be constructed in accordance with the geometric design standards for commercial subdivisions found in Chapter 250 of the Cumberland Code.

9. Section III.J., the minimum lot size for commercial lots has been reduced from 60,000 square feet to 35,000 square feet.

10. Section III.M. has added with the following requirements for assisted living facilities and residential care facilities: minimum lot size of two acres; site coverage of 30%; open space of 25%, and maximum building height of 50 feet.

11. Exhibit A, Contract Zone Illustrative Plan, has been amended to show the former Lot 9 as two lots, among other clarifying edits.

12. Exhibit A-1, Legal Description, has been clarified to include Lots 9A and 9B as previously intended.

13. Exhibit B, Estimated Schedule of Completion, has been updated.

14. Exhibit C, Design Guidelines, has been amended as follows:
   - Under Specific Design, first guideline, the following text has been removed: “The use of split-face concrete block should be used in limited quantities.”
   - Under Specific Design, third guideline, the text “should be avoided” has been replaced by “not allowed.”
   - Under Specific Design, sixth guideline, in line two, the minimum roof pitch has been changed from “8 in 12” to “6 in 12.”
   - Under Specific Design, ninth guideline, the following text has been added to the end of the sentence “shielded from view from the street.”
   - Under Specific Design, fourteenth guideline, the word “paved” has been removed in reference to the path along Route 1 since the path is no longer required to be paved per previous amendments.

Finally, reference to the approved (and amended) subdivision plan for the property has been deleted to avoid confusion with the Contract Zone Illustrative Plan.

Enclosed with this letter please find the following:

1. A draft amendment to the Contract Zone Agreement, including Exhibits A-E.
2. A check in the amount of $2,000.00 for the deposit and application fee.
April 3, 2018
Page 3

We look forward to working with you and will provide any additional information you need for your review.

Sincerely,

Philip Saucier

Enclosures

cc: Peter Kennedy, Sole Member, Heritage Village Development Group, LLC
    Stephen Mohr, Mohr & Seredin
    Philip Gleason
    Alyssa Tibbetts, Jensen Baird
Heritage Village

Route 1 - CZH

5TH Amendment

Apr. 1 2018
This Amended and Restated Contract Zoning Agreement is entered into this ___ day of ____________, 2017, by and between the Town of Cumberland, a municipal corporation (the “Town”), and Cumberland Foreside Village, LLC (“CFV”), a Maine limited liability company qualified to do conduct business in Maine (“the Developer”), pursuant to the Conditional and Contract Rezoning Provisions set forth in 30-A M.R.S.A. Section 4352 (the “Act”) and Section 315-79 of the Cumberland Code, as may be amended from time to time.

WHEREAS, the Town and Peter Kennedy (“Kennedy”) entered into a Contract Zoning Agreement dated September 10, 2002, which is recorded at the Cumberland County Registry of Deeds in Book 18114, Page 330 (the “Original Agreement”); and

WHEREAS, Kennedy conveyed his property which is subject to the Agreement to the Developer CFV by Deed dated December 27, 2005 and recorded at the Cumberland County Registry of Deeds in Book 23549, Page 231; and

WHEREAS, Kennedy assigned his interest in the Original Agreement to the Developer CFV by Assignment of Contract Zoning Agreement dated December 27, 2005 and recorded at the Cumberland County Registry of Deeds in Book 23652, Page 65; and

WHEREAS, the Town and the Developer CFV amended and restated the Original Agreement in its entirety in the Amended and Restated Contract Zoning Agreement dated January 31, 2007, which is recorded at the Cumberland County Registry of Deeds in Book 24825, Page 242 (the “Amended and Restated Agreement”); and

WHEREAS, the Town and the Developer CFV amended the Amended and Restated Agreement on October 23, 2014 by document titled First Amendment to Amended and Restated Contract Zoning Agreement (the “First Amendment”), which is recorded at the Cumberland County Registry of Deeds in Book 31899, Page 262; and

WHEREAS, the Town and the Developer CFV amended and restated the Original Agreement and the First Amendment in its entirety on February 27, 2015 by document titled Amended and Restated Contract Zoning Agreement, which is recorded at the...
WHEREAS, the Town and CFV amended and restated the Original Agreement in its entirety in order to incorporate subsequent amendments (the Amended and Restated Agreement, the First Amendment and the 2015 Amended and Restated Agreement), and proposed additional amendments to expand the permitted residential development and revise the lot lines of the parcels consistent with the development goals of the Original Agreement, which is recorded at the Cumberland County Registry of Deeds in Book 33880, Page 87 (the “2016 Amended and Restated Agreement”); and

WHEREAS, the Town and CFV amended and restated the 2016 Amended and Restated Agreement in its entirety on May 11, 2017 in order to amend and clarify the requirements set forth herein related to the common walkway/path and the buffers along Interstate 295 and Route 1 corridors, which is recorded at the Cumberland County Registry of Deeds in Book 34000, Page 177 (the “2017 Amended and Restated Agreement”); and

WHEREAS, CFV conveyed its property which is subject to the 2017 Agreement to the Developer by Deeds dated October 10, 2017 and recorded at the Cumberland County Registry of Deeds in Book 34376, Page 330 and to David Chase (as to Lot 9A/B only) by Deed dated October 10, 2017 and recorded at the Cumberland County Registry of Deeds in Book 34376, Page 332.

WHEREAS, the Town and the Developer desire to amend and restate the 2016 Amended and Restated Agreement in its entirety in order to amend and clarify the requirements set forth herein related to the common walkway/path and the buffers along the Interstate 295 and Route 1 corridors the development of the commercial lots; and

NOW THEREFORE, the 2016-2017 Amended and Restated Agreement is hereby amended and restated in its entirety, as follows, it being understood that this Amended and Restated Contract Zoning Agreement supersedes and replaces the Original Agreement, the former Amended and Restated Agreement dated January 31, 2007, the First Amendment dated October 23, 2014, the 2015 Amended and Restated Contract Zoning Agreement dated February 27, 2015 and the 2016 Amended and Restated Contract Zoning Agreement dated April 12, 2016, and the 2017 Amended and Restated Contract Zoning Agreement dated May 11, 2017, which shall be of no further force and effect:

WHEREAS, the Property subject to this Amended and Restated Contract Zoning Agreement consists of the approximately 74.90 acre parcel of land (the “Project”) located off U.S. Route One, depicted as Lots 1 – 9-10B on Exhibit A (the “Plan”) prepared by Mohr & Seredin dated May 7, 2018, and more particularly described in Exhibit A-I attached hereto; and

WHEREAS, the Developer received subdivision approval from the Cumberland Planning Board on August 16, 2016, in accordance with the subdivision plan prepared by Owen Haskell dated August 18, 2016 and recorded in the Cumberland County Registry of Deeds in Plan Book 216, Page 335, and subsequently amended on March 21, 2017, in accordance with the subdivision plan prepared by Owen Haskell dated January
and which may be further amended from time to time, such amendments to be expressly incorporated herein; and

WHEREAS, the Developer’s Updated Estimated Schedule of Completion of the Project is attached hereto as Exhibit B; and

WHEREAS, in order for the Project to be financially feasible for the construction and sale of commercial buildings and residential dwelling units while meeting all applicable codes, certain amendments with respect to density, setbacks, road lengths and certain other performance standards of the Cumberland Code are required; and

WHEREAS, on March 28, 2017, the Cumberland Town Council approved the execution of this Amended and Restated Contract Zoning Agreement, subject to later compliance with Subdivision and Site Plan Standards as set forth in Chapter 229 and Chapter 250 the Cumberland Code, provided such Ordinance provisions are not in conflict with the Act.

NOW THEREFORE, pursuant to the provisions of 30-A M.R.S.A. § 4352(8) and Section 315-79 of the Cumberland Code (as may be amended from time to time), the Cumberland Town Council hereby finds that this Amended and Restated Contract Zoning Agreement:

A) is consistent with the Comprehensive Plan duly adopted by the Town of Cumberland on April 14, 2014; and

B) establishes a contract zone area consistent with the existing and permitted uses in the original zone of the area involved; and

C) only includes conditions and restrictions which relate to the physical development and future operation of the proposed development; and

D) imposes those conditions and restrictions which are necessary and appropriate for the protection of the public health, safety and general welfare of the Town of Cumberland.

The parties agree as follows:

I. Establishment of the Contract Zone:

The Town hereby agrees that the approximately 74.90 acres shown on the Plan shall be a Contract Zone pursuant to the provisions of 30-A M.R.S.A. § 4352(8) and Section 315-79 of the Cumberland Code.

II. Permitted Uses Within the Contract Zone:
The development permitted within the Contract Zone established in paragraph I above shall be as follows (Note: References to lot numbers herein shall be to those lot numbers as shown on the Plan attached hereto as Exhibit A, unless expressly stated otherwise):

A) All uses authorized as of the date of execution of this Amended and Restated Contract Zoning Agreement and as may be amended hereafter either as permitted uses or special exceptions in the Office Commercial South District, including assisted living facilities–residential care facilities and light manufacturing as defined in Section 315-4 of the Cumberland Code.

B) Up to 150 residential dwelling units, which may be either detached dwelling units (single family) or attached duplex or multiplex dwellings, on Lots 10A and 10B as shown on the Plan; said residential development to include buffering as set forth in Section III of this Agreement. Individual house lots shall contain not less than 5,000 square feet. Multiplex dwelling units shall be developed for rent or lease only and shall not be converted to condominiums for private sale without prior approval of the Town Council. At least one dwelling unit contained within each multiplex dwelling structure developed under this Paragraph must be occupied by a tenant that is 55 years of age or older and at least 20% (not less than nineteen) of the total dwelling units contained within all of the multiplex dwelling structures developed under this Paragraph must be occupied by a tenant that is 55 years of age or older. The Developer shall have the right to (i) vary the mix between detached dwelling units, duplex and multiplex dwellings, and (ii) convey or subcontract all or any portion of the Project to one or more third parties, subject to the provisions of this Agreement. The residential development permitted under this Paragraph shall be subject to the net residential density requirements of Section 315-43(E); provided, however, that the requirements of Section 315-43(E) shall not apply to the development of multiplex dwellings under this Paragraph. The development of multiplex dwellings permitted under this Paragraph shall also be exempt from the regulations of Section 315-44 of the Cumberland Code related to multiplex dwellings.

C) Commercial development of not less than six (6) lots, as shown on the Plan; said commercial development to be developed with buffering from the adjacent residential areas of the Project as set forth in Section III of this Agreement.

D) On proposed Lot 78 only (or on any lot created by further subdivision of Lot 8), indoor warehouse and storage facilities and wholesale distribution facilities as defined in Section 315-4 of the Cumberland Code shall be permitted, provided that such facilities are set back at least 300 feet from the U.S. Route One right of way and only if no residential use is created or existing on the same lot. Indoor warehouse and storage facilities shall include enclosed buildings for the keeping of nonhazardous goods, commodities, equipment, materials or supplies in which buildings there are not any sales, manufacturing, production or repair activity, except on an incidental or occasional basis. Outdoor storage of any goods, commodities, equipment, materials or supplies in conjunction with an indoor warehouse and storage facility shall not be permitted. If an indoor warehouse and storage facility or a wholesale distribution facility is adjacent to residential property, the buffering requirements set forth in Section III of this Agreement shall apply, except for Lots 4 and 5 on Route 1 and the portion of Lot 8 west of Clipper Street. Nothing in this section shall
preclude the establishment of any other commercial use allowed by the terms of this Agreement.

E) A communications tower properly buffered from all residential uses in accordance with Section 315-72 of the Cumberland Code.

F) On Lot 1 only, retail stores (uses may include any shop or store for the retail sale of goods or personal services, excluding any drive-up service, freestanding retail stand, gasoline and motor vehicle repair service, new and used car sales and service, and trailer and mobile home sales and service).

G) Tradesmen’s offices (i.e., the office of a self-employed craftsman or person in a skilled trade) involving only the management of the business; interior storage of materials and goods related to the business; and outdoor storage of vehicles, equipment and material ancillary to the business provided that such items are not visible from a public way. No on-site retail sales or wholesale distribution shall be permitted as part of such use, except as otherwise permitted within the Office Commercial South District.

H) Site preparation activities including grading and aggregate processing, as defined in Section 315-4 of the Cumberland Code, which substantially alter terrain and site character shall be permitted subject to the requirements set forth herein. Site preparation activities shall be permitted by the Developer and/or his subcontractor and shall include aggregate processing of materials on site for use in conjunction with the development of the site or off-site, but shall not be permitted unless in preparation of the site for proposed or approved development. The foregoing activities shall be performed in accordance with Maine Department of Environmental Protection requirements for ledge removal and materials processing, regardless of whether such use actually requires a permit from the Maine Department of Environmental Protection. If a permit from the Maine Department of Environmental Protection is not required for the use, the Town shall have the authority to enforce these requirements. Any such activities and any other site work proposed on the site, including development permitted under the terms of this Agreement shall be subject to review and approval by the Planning Board and shall be completed pursuant to all applicable sections of the Cumberland Code including, but not limited to, Sections 315-48 and 315-49. All site preparation activities must be completed within one year of approval unless an extension is requested by the Developer from the Planning Board prior to the expiration date. The Planning Board is authorized to extend the project completion not more than two times for a period of up to six months each time. The Planning Board shall deny a request for extension if the site preparation activities are not at least 35% completed within one year from the date of approval and if an application for site plan and/or subdivision including the area for which site preparation activity was permitted has not been approved.

III. Restrictions within the Contract Zone:
A) The setback provisions within the Contract Zone shall be as follows. All setbacks shall be measured from the exterior wall of the structure and shall not include overhangs, which overhangs shall not exceed one foot on any side of the structure.

(1) setbacks for detached dwelling units:

- Front yard setback not less than 15 feet.
- Side yard setback not less than 9 feet each side.
- Rear yard setback not less than 15 feet.
- Driveway setback not less than 5 feet.
- If a residential lot is adjacent to a commercial lot, there shall be a 25 foot buffer of undisturbed or replanted vegetation. The Developer shall provide for additional plantings, as approved by the Planning Board, within the 25 foot undisturbed buffer where existing conditions do not provide adequate screening between the properties.

(2) setbacks for commercial lots:

- Front yard setback not less than 25 feet.
- Side yard setback not less than 20 feet each side.
- Rear yard setback not less than 40 feet.
- Driveway setback not less than 10 feet, unless driveways are shared for access by 2 or more lots in which case there are no driveway setback requirements.
- If a commercial lot is adjacent to a residential lot, there shall be a 25 foot buffer of undisturbed or replanted vegetation. The Developer shall provide for additional plantings, as approved by the Planning Board, within the 25 foot undisturbed buffer where existing conditions do not provide adequate screening between the properties.

(3) setbacks for assisted living-residential care facilities and duplex and multiplex dwellings:

- Front yard setback not less than 50 feet.
- Side yard setback not less than 30 feet each side.
• Rear yard setback not less than 50 feet.

• Driveway setback not less than 5 feet.

• If a residential care facility or assisted living facility, duplex or multiplex dwelling is adjacent to a commercial lot, there shall be a 25 foot buffer of undisturbed or replanted vegetation. The Developer shall provide for additional plantings, as approved by the Planning Board, within the 25 foot undisturbed buffer where existing conditions do not provide adequate screening between the properties.

• Any building that is constructed for the sole purpose of and used exclusively in connection with the development of multiplex dwellings and located on the same lot as the multiplex dwellings, such as a community center or rental office, shall be subject to the setback requirements of this section; provided, however, that the rear setback for such building shall be not less than 25 feet.

(4) setbacks for indoor warehouse and storage and wholesale distribution facilities:

• Front yard setback not less than 25 feet.

• Side yard setback not less than 25 feet each side.

• Rear yard setback not less than 25 feet.

• If indoor storage and warehouse facilities or wholesale distribution facilities are adjacent to residential development, the above minimum setbacks shall be increased to 60 feet and there shall be a 75 foot undisturbed or replanted buffer on the property line between the commercial and residential uses. The Developer shall provide for additional plantings, as approved by the Planning Board, within the 75 foot undisturbed buffer where existing conditions do not provide adequate screening between the properties.

(5) A setback of not less than 100 feet shall be maintained along the entire length of the property boundary that borders the Interstate 295 highway. The setback shall be measured from the edge of the I-295 right of way and shall remain at all times undisturbed. The Town shall periodically survey this setback to ensure that it has been maintained. In the event that this area is disturbed for any reason, the Developer shall be required to prepare and submit a landscape plan to be approved by the Town Council and shall be required to complete plantings in accordance with the
approved plan within a timeframe designated by the Town Council. Additional plantings consisting of evergreen trees shall be field located with Town staff. Plantings shall be at least five feet (5’) tall when planted. Plantings shall be required within the portion of the setback that runs along Lot 100 the Cumberland Foreside Village Apartments, as shown on Exhibit B-A to provide a visual buffer of the multiplex dwelling units constructed on that lot.

B) The minimum frontage on the street providing access to each residential lot shall be 50 feet and for each commercial lot shall be 150 feet for lots with frontage on Route 1 and 100 feet for interior lots.

C) The length of Skyview Drive, the dead-end road serving the commercial portion(s) of the Project, shall be not more than 3,000 feet, and the road right-of-way be established at 50 feet in width, with a paved width of at least 24 feet (base shall be 30 feet wide), a five foot paved sidewalk for Skyview Drive, a four foot esplanade and an enclosed drainage system. All other roads, for driveways and alleyways, within the interior commercial lots in the project shall be constructed with a paved width of at least 24 feet, and do not shall require an enclosed drainage system, curbing and a five foot paved sidewalk, and be constructed in accordance with the geometric design standards for commercial subdivisions found in Chapter 250 of the Cumberland Code.

D) The height restriction on all nonresidential structures and multiplex dwellings shall be 50 feet and the height restriction on all detached (single family) and duplex dwellings shall be 40 feet, except that the area of Lot 8 within 400 feet of the common property line with the abutting residential area shall have a maximum building height restriction of 40 feet and maximum building footprints of 20,000 square feet.

E) There shall be no other variances from the Cumberland Zoning Ordinance granted to any lot owner beyond those expressly set forth herein, unless the Town and Developer agree by written and duly authorized amendment to this Agreement.

F) This Agreement shall be subject to the Town’s Impact Fee Ordinance to the extent applicable. Impact Fees shall be calculated based on the gross floor area of the total structure for each multiplex dwelling structure constructed under Section II(B) of this Agreement. The gross floor area of the multiplex dwelling structure shall be reduced by the gross floor area of any dwelling unit within that structure that is designated to be occupied by a tenant that is 55 years of age or older. The residential development permitted under Section II (B) of this Agreement shall be exempt from the requirements of the Town’s Growth Management Ordinance pursuant to Section 118-6(D) of the Cumberland Code; provided, however, that the Developer shall be responsible to pay a fee of $100 per multiplex dwelling unit in lieu of a growth permit.

G) All commercial lots that have not received Planning Board approval as of the date of execution of this Contract Zoning Agreement shall be subject to the requirements of the Town of Cumberland Route 1 Design Guidelines Standards. Any commercial development or multiplex dwelling development that has received Planning Board approval shall be subject to the requirements of the Planning Board.
Board approval as of the date of execution of this Contract Zoning Agreement shall be subject to the “Design Guidelines for Commercial Properties & Multiplex Dwellings” which are attached hereto as Exhibit DC.

H) The Route 1 buffer shown on the Plan shall be 35 feet from the Route 1 right of way. 25 feet of the Route 1 buffer shall be undisturbed vegetation and the remaining 10 feet shall be used for a common walkway/path. The common walkway/path shall be constructed within the Route 1 right of way beginning at Sky View Drive and ending at the northerly lot line of Lot 5, subject to approval by the Town, or within 25 feet of the Route 1 right of way beginning at Sky View Drive and ending at Lot 11-C of the Town of Cumberland’s Tax Map R01, shown as the “Seafax” Lot (Seafax) as shown on Exhibit ED. The common walkway/path shall be completed prior to the occupancy of any residential dwellings constructed pursuant to Section II(B). No additional buffer shall be required along Route 1 for Lots 9A and 9B as shown on Exhibit BA, provided that the front setback for the property as set forth in Section III(A) is met and that the setback area includes undisturbed vegetation to the greatest extent practicable and additional plantings as necessary to create a sufficient vegetated buffer within the setback.

Comment- Trail along Rout One will end at end of CZA Boundary- Developer will build and the Town will assist if easements are required across Seafax and former Pack Edge.

I) Notwithstanding anything in Section III(A) above to the contrary, the building setback from Route 1 shall be 65 feet from the Route 1 right of way, except that the building setback from Route 1 on Lots 9A and 9B only shall be 25 feet from the Route 1 right of way.

J) The minimum lot size for commercial lots shall be 60,000 square feet, except that the minimum lot size for Lots 9A and 9B shall be 35,000 square feet and the minimum lot size for residential care facilities shall be two acres.

K) The use of bituminous or concrete curb throughout the road network and on site plans shall be allowed at the developer’s option.

L) The parking requirements of Section 315-57 of the Cumberland Code shall apply to development under this Agreement; provided, however, that the minimum number of parking spaces required for multiplex dwellings under Section II(B) shall be two (2) spaces per dwelling unit. A landscaped berm shall be installed on the exterior perimeter of each parking area designated for the multiplex dwelling structures developed under Section II(B). Such berms shall be designed and constructed to provide screening from vehicle headlights within the parking area facing outward in both easterly and westerly directions.

M) Notwithstanding anything in the Town’s Zoning Ordinance to the contrary, all development residential care facilities shall be subject to the following requirements:

(1) Minimum lot size of two acres;
(21) Site coverage. The facility development, as measured by the area of the building footprint of all structures, shall not cover more than 30% of any site’s gross acreage, except that the area of Lot 8 within 400 feet of the common property line with the abutting residential area shall have a maximum building footprint of 20,000 square feet. This limitation on site coverage applies only to structures and does not apply to drives, parking areas, walkways, and gardens;

(32) Open Space. At least 25% of the gross site acreage shall be devoted to vegetated open space. The open space may include lawn areas, forest areas, areas– with a vegetative cover, and gardens. Open space shall not include areas covered by structures, parking areas, drives, walkways, swimming pools, tennis courts, or similar improvements; and

(4) Height. The maximum building height shall not exceed 50 feet, except that the area of Lot 8 within 400 feet of the common property line with the abutting residential area shall have a maximum building height restriction of 40 feet and maximum building footprints of 20,000 square feet.

N) An eight fifteen foot trail easement shall be located and constructed by the Developer within Lot 8 along the easterly lot line as shown on Exhibit A.

O) All commercial lots that have not been sold as of the date of this Contract Zone Amendment shall be subject to the requirements of the Town of Cumberland Route 1 Design Guidelines.

Subject to the following, the Cumberland Planning Board shall have review authority under the applicable provisions of the Cumberland Subdivision, Site Plan and Zoning Ordinances to impose conditions of approval pursuant to said Ordinances relating to the development and construction of the Project.

IV. Miscellaneous Provisions:

A) Offsite Improvements: The Developer and the Town agree to negotiate the respective obligations of each party as it relates to shall be responsible for the design, engineering and construction of all offsite improvements as may be required by the owners or operators of property within the Project or as may be required by rule, regulation, law or determination of a governmental agency or utility in conjunction with the development of any Lots within the Project, except that the Town shall be responsible for including the widening, paving and striping of a designated portion of Route 1 as may be necessary pursuant to the plan titled “Route 1 Roadway Improvements” drafted by Gorrill-Palmer Consulting Engineers and dated July 2007 November 15, 2016, attached hereto as Exhibit E, or as otherwise approved by the Town Council.

B) Survival Clause: The terms and conditions of this Agreement shall run with the land and be binding upon and shall inure to the benefit of the respective successors, heirs and assigns of the parties hereto except as specifically set forth herein. A true copy of this Agreement shall be recorded in the Cumberland County Registry of Deeds.
C) **Arbitration Clause:** In the event of any dispute between the parties hereto arising out of the Town’s approval of (or failure to approve) eligible and qualified purchasers, such dispute shall be submitted to arbitration pursuant to the rules and regulations of the American Arbitration Association, or such other similar arbitration tribunal as the parties may select. The decision of such arbitration panel shall be final, binding and conclusive as to all issues arbitrated therein. Any and all other disputes, claims, counterclaims, and other matters in question between the parties hereto arising out of or relating to this Agreement shall be decided by a Maine court of competent jurisdiction.

D) **Further Assurances:** In order to effectively and properly implement this Agreement, the parties agree to negotiate in good faith the terms and conditions of such further instruments and agreements as may be reasonably necessary from time to time to give effect to this Agreement.

E) **Maine Agreement:** This contract is a Maine agreement, entered into in the State of Maine and shall be governed by and enforced in accordance with the laws of the State of Maine.

F) **Binding Covenants:** The above-stated restrictions, provisions, and conditions are an essential part of this contract and shall run with the subject premises, shall bind the Developer, its successors and assigns with respect to the Project or any part thereof or any interest therein, and any party in possession or occupancy of said property or any part thereof, and shall inure to the benefit of and be enforceable by, the Town, by and through its duly authorized representatives. However, if all site work related to the infrastructure on the subdivision plan is not substantially completed within five (5) years from the date of this Amended and Restated Agreement, then the Town Council shall review the status of the project and shall determine whether to initiate a rezoning of the property to the current zoning classification as it exists at the time of the rezoning determination.

G) **Severability:** In the event any one or more clauses of this Agreement shall be held to be void or unenforceable for any reason by any court of competent jurisdiction, such clause or clauses shall be deemed to be severable and of no force or effect in such jurisdiction, and the remainder of this Agreement shall be deemed to be valid and in full force and effect, and the terms of this Agreement shall be equitably adjusted if possible so as to compensate the appropriate party for any consideration lost because of the elimination of such clause or clauses.

[SIGNATURE PAGE TO FOLLOW]
IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed as of the day and year first above written.

WITNESS:         TOWN OF CUMBERLAND

______________________________  By: ________________________________
Name: William R. Shane
     Town Manager

CUMBERLAND FORESIDE
VILLAGEHERITAGE VILLAGE DEVELOPMENT GROUP, LLC

______________________________  By: ________________________________
Name: David ChasePeter D. Kennedy
     Sole Member and Manager

State of Maine
County of Cumberland, ss.
20172018

Then personally appeared the above-named William R. Shane in his capacity as Town Manager of the Town of Cumberland and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of the Town of Cumberland.

Before me,

____________________________________
Notary Public
Print Name: __________________________
Commission Expires: __________________
Stephen Mohr of Mohr & Seredin Landscape Architects gave an overview of the proposed Contract Zone Agreement amendments and the timeline from 2002 to present (presentation slides attached).

Questions from neighborhood (attendee list attached):

- **Will there be a buffer zone between the development area and Route One?**
  Yes. The buffer is 35-feet from the right-of-way line into the lots. This is a requirement.

- **What is the definition of light manufacturing?**
  Per the Zoning Ordinance, the definition of light manufacturing is:
  An establishment which is engaged in the mechanical transformation of materials into new products, including the assembling of component parts, and which has the following characteristics:
  A. Does not create any offensive smoke, dust, odor, or other unhealthy or offensive airborne discharge;
  B. Does not create any offensive noise or vibration;
  C. Does not include any outdoor storage of equipment or material; and
  D. Is designed so that the external appearance of any building is compatible with the neighborhood in which it is located.

  This shall not include retail marijuana establishments.

- **Will there be any more curb cuts across the buffer along Route One?**
  There will possibly be 2 additional curb cuts on Lot 5 and 1 between lots 3 and 4.

- **Will there be more evergreens planted in the buffer as opposed to trees that will lose their leaves?**
  This will be considered.

- **What is proposed for the remaining commercial lots?**
  One is storage and one indoor storage and repair of mechanical equipment that is brought in, repaired and taken back out. Both are approximately 10,000 sf buildings and these are the only two that are fairly certain, but there is not a definitive plan of the buildout of the lot yet.

- **Will the 75-foot buffer on Nautical Drive be eliminated?**
  Right now that buffer is 50-feet and there is approximately 15-feet of elevation difference between the back of the homes and the edge of the 50-foot buffer, which will stay intact.

- **What is the plan for parking lot, fencing and lighting on the Belted Cow lot?**
  Employee parking will be in the back and all the parking and lighting will be below the residential houses. 16 to 20 foot light poles will light the back parking lot. No fencing is proposed as of now.
- Has Belted Cow received approval from the Town yet? How can this be considered a done deal if they have not?
  They will meet with Town staff next week and submitting to DEP and the Town soon. Their use is allowed under the zoning and the contract zone.

- How many 10,000 sf buildings can fit on Lot 8?
  Based on early studies, 6 buildings at 10,000 sf each is likely.

- What will the estimated value of the buildings on the commercial lots be?
  A guess is $750,000 to $1 million dollars (according to Mr. Greer).

- How will the Route One guidelines be adhered to?
  There are development guidelines that have to be followed.

- Could the development guidelines be incorporated into the Route One guidelines?
  Mr. Mohr said that he would have to review them and compare them.

- It was requested that a park or open space considered for the residents.

- Will the lighting be down lit?
  Yes. LED downlight fixtures will be used.

- Will the commercial development affect the values of the residential homes?
  Mr. Greer said that in his opinion, the houses in that neighborhood are likely to see increases in value and the commercial parcels along Route One will have very little impact on this because of how the neighborhood was built.

- Can the loading dock side of the warehouses not be on the side that faces the neighborhood so the homeowners are not looking at a loading dock daily?
  All the loading docks are on the south side of the buildings, away from the residential homes.

- It was requested that no 50-foot buildings be allowed. The tree buffers will not be full grown for many years and the homes along the property line will have to look at those buildings.

- What is the elevation difference between the top of Nautical Drive and the top of the berm?
  The top of the berm will be at 170 feet and the top of Nautical Drive will be 182 feet. Right now it is probably 8 – 10 feet lower.

- The walking trail is 8 tenths of a mile. With the additional curb cuts, how can pedestrian safety be enhanced?
  The crosswalks will be striped and maintained. There will be very few cars coming and going from Lot 5.

- Will Nautical Drive or Clipper Street be extended or connected to the commercial area?
  No, it absolutely will not.

- There were concerns regarding blasting. Some homeowners already have cracked foundations.
  Mr. Greer said that pre-blast surveys are required.
Meeting concluded at 7:42 p.m. and attendees were given the opportunity to discuss concerns with Mr. Greer, Mr. Mohr or the Town Councilor’s present.

Respectfully submitted by,

Brenda Moore
Council Secretary
Cumberland Foreside Village Contract Zone Amendment Timeline

A. Original Contract Zoning Agreement – Heritage Village
   September 10, 2002
   Book 18114, Page 330

   Kennedy Conveys CZA and entire parcel to Cumberland Foreside Village, LLC
   December 27, 2005

B. Amended and Restated Agreement for Cumberland Foreside Village
   January 31, 2007
   Book 24825, Page 242

C. First Amendment to Amended and Restated Contract Zoning Agreement
   October 23, 2014
   Book 31899, Page 262

D. 2015 Amended and Restated Contract Zoning Agreement
   February 27, 2015
   Book 32162, Page 191

E. 2016 Amended and Restated Contract Zoning Agreement
   April 12, 2016
   Book 33880, Page 87

F. 2017 Amended and Restated Contract Zoning Agreement
   May 11, 2017
   Book 34000, Page 177

   Cumberland Foreside Village LLC Conveys to Heritage Village Development Group, LLC
   October 10, 2017
A. April 30, 2002

Original Contract Zone Plan for Heritage Village
Recorded 9-30-2002
Between Town and Peter Kennedy

11 Commercial Lots on 14.8 Acres
42 age restricted single family homes
38 Condominiums / or single family homes
10.2 Acre lot deeded to town
B. Amended and Restated Agreement
January 31, 2007
Between Town and Cumberland Foreside Village, LLC

Minimum Commercial lot size of 60,000 sf
Tradesmans offices allowed
Up to 134 Residential Units allowed
Lots 7-12 Indoor storage and warehouses with minimum 60’ setback from residential properties permitted
Lot 1 retail allowed
Site preparation activities allowed
Subdivision approval for 12 commercial lots
Town deeded lot of 8.27 Acres
C. First Amendment to Amended and Restated Contract Zoning Agreement
Recorded October 23, 2014

Revise lot line and R.O.W. on Lot 1
Remove interior commercial lots and R.O.W. extension for Skyview Drive
5 year window set for infrastructure work with subsequent review by Town Council if not in place
Dyer Lot on north added into Contract Zoning area
D. 2015 Amended and Restated contract Zoning Agreement
February 27, 2015

Adjoining lot to north added into CZA
Exhibits added to show Route 1 turn lane plans if required by development
Residential units can be detached, duplex or multiplex.
Maximum 50% of annual residential growth permits can be used for the project
Lot 7 only indoor warehouse, storage and wholesale distribution with minimum 75 foot buffer undisturbed or replanted adjacent to residential property
Minimum 6 commercial lots
Town parcel added into the Contract Zone Parcel
Minimum house lot sizes to be 5,000 sf.
E. 2016 Amended and Restated Contract Zoning Agreement.
April 12, 2016

Up to 150 residential units permitted - house lots and apartments shown. Multiplex for rent or lease allowed with minimum 20% occupancy by age 55 or older.
Lot 7 only, indoor warehouse, storage facilities and wholesale distribution permitted with 75 foot undisturbed or replanted buffer from residential property
CZA is subject to the Town’s Impact Fee Ordinance, as applicable
Lot 9 added into CZA parcel
F. 2017 Amended and Restated Contract Zoning Agreement

Recorded May 11, 2017

Common pathway relocated from I-295 frontage to Route 1 Frontage
100 foot buffer on I-295 to remain undisturbed, including along lot 100
35 foot buffer on Route 1 is required, 25 feet of which is to remain undisturbed
Route 1 walkway to be constructed prior to occupancy of residences
No additional buffer required on Route 1 for commercial lot 9
Proposed Contract Zone Amendments  April 2018

Changes proposed for only commercial use areas / lots:
- Minimum Lot size is required from 60,000 sf to 35,000 sf
- Lot frontage reduced for internal lots is reduced from 150 ft to 75 ft

Residential care and light manufacturing (per section 315-4) added as permitted uses
- Use on Lot 8 (or lots created from Lot 8) to include indoor warehouse, storage facilities and wholesale distribution
- Lots 4 and 5 on Route 1, and a portion of Lot 8 West of Clipper Street are not required to have a 75 foot buffer from residential property
- Structure Side Yard Setbacks for Lots 7 and 8 are reduced from 20 ft to 15 ft
- Commercial Lot 9 is shown separated into 9A and 9B

See following CZA change summary:
The proposed amendment would make the following changes to the existing Contract Zone Agreement, among other clarifying edits:

1. Section II.A., Light manufacturing and residential care facilities are expressly included as permitted uses (rather than relying on the underlying zoning district where they are already permitted uses).
2. Section II.D., the buffering requirements for indoor warehouse and storage facilities and whole distribution facilities do not apply to Lots 4, 5 and the portion of 8 west of Clipper Street.
3. Section III. A. 2, side yard setbacks for interior commercial lots have been reduced from 20 to 15 feet.
4. Section III.A. 2., the 10 foot driveway setback is removed for driveways shared by 2 or more lots.
5. Section III.A.4, the side yard setback is reduced from 25 to 15 feet for indoor warehouse and storage and wholesale distribution facilities.
6. Section III.A.4, the rear yard setback is reduced from 25 feet to 20 feet for indoor warehouse and storage and wholesale distribution facilities.
7. Section III. B., the frontage requirement for interior lots is reduced from 150 feet to 75 feet.
8. Section III.C., the requirements for interior roads, other than driveways and alleyways, serving commercial lots have been clarified to require an enclosed storm drainage system and must be constructed in accordance with the geometric design standards for commercial subdivisions found in Chapter 250 of the Cumberland Code.
9. Section III.J., the minimum lot size for commercial lots has been reduced from 60,000 square feet to 35,000 square feet.
10. Section III.M. has added with the following requirements for assisted living facilities and residential care facilities: minimum lot size of two acres; site coverage of 30%; open space of 25%, and maximum building height of 50 feet.
11. Exhibit A, Contract Zone Illustrative Plan, has been amended to show the former Lot 9 as two lots, among other clarifying edits.
12. Exhibit A-1, Legal Description, has been clarified to include Lots 9A and 9B as previously intended.
13. Exhibit B, Estimated Schedule of Completion, has been updated.
14. Exhibit C, Design Guidelines, has been amended as follows:
   - Under Specific Design, first guideline, the following text has been removed: “The use of split-face concrete block should be used in limited quantities.”
   - Under Specific Design, third guideline, the text “should be avoided” has been replaced by “not allowed.”
   - Under Specific Design, sixth guideline, in line two, the minimum roof pitch has been changed from “8 in 12” to “6 in 12.”
   - Under Specific Design, ninth guideline, the following text has been added to the end of the sentence “shielded from view from the street.”
   - Under Specific Design, fourteenth guideline, the word “paved” has been removed in reference to the path along Route 1 since the path is no longer required to be paved per previous amendments.
Heritage Village - Site Improvements And Planted Berm Plan

U.S. Route One, Cumberland, Maine
May 3, 2018

Memo Follow Up to Planning Board and Town Council

Unfortunately I was unaware of the recent workshop and did not attend. My input had I attended, would have been as follows based on information I learned at the April 24 neighborhood meeting hosted by the town.

I am concerned about warehouses drawing more warehouses on Lot 8. Steve Mohr informed the neighborhood meeting that up to six 10,000 sq. ft. warehouses/distribution facilities could be built on Lot 8. Estimates of the taxable value assessed to each building ranged from $350,000 to $600,000. Assuming an average value of $500,000 yields an assessed value $3,000,000 for 60,000 sq.ft. of building space. The Seafax building at 21,000 sq.ft. is valued at $3,188,800.

My point is that once one or more warehouses are built it is more likely that more warehouses will follow rather than another Seafax type building being attracted to share space with low value warehouses.

The current contract zone specifies that a warehouse can be built on Lot 7 adjacent to the Exactitude building. I suggest that this is the best location for this type of development as originally intended when the contract zone was approved. This leaves Lot 8 adjacent to the homes on Casco Bay Drive to attract two or three “Seafax” style developments in a transitional space between homes and industrial buildings.

This is much more considerate to the home owners who purchased lots on Casco Bay Drive who believed that a warehouse would be built on lot 7 under terms of the current contract zone and offers the Town of Cumberland the opportunity to guide development on Lot 8 toward high end value buildings much to the benefit of all residents of Cumberland by raising the non residential tax base in the town perhaps three times the value of six 10,000 sq. ft. warehouses.

This could be the final opportunity for the town to exert influence over development on the most desirable commercial lots on Route 1. The Planning Board and the Town Council has the opportunity to maximize the benefit to all residents rather than accept low value warehouses on Lot 8 ceding high value, job producing development on Route 1 to our neighboring towns of Falmouth and Yarmouth. As I previously stated, Cumberland does not have to settle for low end development on prime commercial property just because that is what is offered today. We can do better in the future if we have the resolve to do so and the patience to make it happen.

Tom Foley
President, True Spring Farm Condominium Association
Sadie Kitchen  
9 Clipper St.  
Cumberland Foreside, ME 04110  
207.838.6369  
Sadie.cricket@gmail.com

April 22, 2018

Ms. Carla Nixon, Town Planner  
Mr. Steve Moriarty, Chairman  
290 Tuttle Rd.  
Cumberland, ME 04021

RE: Concerns Regarding the CZA Amendment for Heritage Village

Dear Ms. Nixon, Chairman Moriarty, and Members of the Planning Board,

I grew up in Yarmouth, on Sligo Road with sprawling acres between each house and minimal traffic. When I first looked at purchasing a house, upon returning to my home state, I wasn’t initially enthused at living in a neighborhood with houses on minimal lots. I came to terms with the decision to purchase in this neighborhood with the understanding that no additional structures would be built upon the abutting properties.

Upon finding out about the CZA Amendment for Heritage Village, I was extremely frustrated, my immediate concerns being the following:

- Increased traffic on Route 1, which is already backed up most mornings, as far as the European Bakery with traffic from the school and existing neighborhoods
- Increased traffic within our neighborhood, posing concerns with noise, young children playing and the abundance of neighborhood pets
- Decreased property values due to unsightly additional buildings and limited landscaping

I bought in Cumberland wanting to be close to where I grew up. I wanted to be able to replicate that pastoral experience as much as I could with my first home. Having additional buildings directly next to our neighborhood does nothing to accomplish this.

Thank you for taking the time to register our neighborhood’s concerns.

Respectfully,

Sadie Kitchen
9 April 2018

Town Council of Cumberland,

My wife Jennifer and I live at 22 Clipper Street and would like to make known our preferences regarding the amendment for Heritage Village:

We would prefer to see light commercial in this space in lieu of another housing development, but most importantly we under no circumstance want Clipper Street connected to this property. There is no reason to connect the properties no matter what is built.

Thank you,

Rodney D. Tillotson

Jennifer C. Tillotson
Jennifer & John O’Brion  
17 Nautical Drive  
Cumberland Foreside, ME 04110  

April 24th, 2018  

Ms. Carla Nixon, Town Planner  
Mr. Steve Moriarty, Chairman, Planning Board  
290 Tuttle Rd  
Cumberland, ME 04021  

RE: Concerns regarding the CZA Amendment for Heritage Village  

Dear Ms. Nixon, Chairman Moriarty and Members of the Planning Board,  

First and foremost, we would like to thank you for reading this letter and hearing our concerns.  

The main reason we wanted to move into this neighborhood with so that we could raise a family in a residential neighborhood without having to worry about traffic, noise or things of that nature that will come with commercial development. It concerns us that we were originally told that lot seven would be used for commercial and Lot 8, next-door neighborhood would be kept residential. This would have ensured that our neighborhood would be a quiet, desirable place to live, surrounded by nature and views. Perfect for raising a family in a town where houses and neighborhoods can be difficult to find. The Route 1 Design Standard, adopted by the town counsel, sets forth standards for how route 1 will be developed. The town needs to maintain its rural character. Protect surrounding residential properties through sensitive building planning and design. Buildings must be attractive with proper buffer, sensitive to existing site conditions. We have no doubt that the members of the planning board will excel in following the standards.  

A few items that concern us:  

*Any blasting that is done during construction will most likely shift houses that are already built in the area. Will the developer be responsible for damages? There is a lot of ledge on the route one side in the area we have no doubt that this will cause shifting/cracks.  

*Clipper st and Nautical drive should remain closed off from sky view. Unless sky view is built as residential neighborhood. Our streets are always filled with children in the neighborhood, running and playing and if our roads were access to commercial facilities, we must limit that for our children and would lose the neighborhood feel.  

*The environment: We were one of the first houses to build in Cumberland foreshore village. As the houses were being built, we noticed an increase in Browntail moth amongst other insects and animals that were displaced during construction. With the development of these woods, it will greatly impact the surrounding environment. One of the best parts about Cumberland is how beautiful nature is. We are concerned with the development of the woods, displacing other insects, namely Browntail moth, which could cause damage to our homes.
If Lots in skyview are developed, there must be a proper buffer to separate it from the neighborhood. We don’t want noise to be an issue and to be looking at warehouses in our backyards. Ideally, we think it would be wonderful to keep those lots designated for residential development. If not, we think a buffer that includes a play ground, park or dog park connecting to the preexisting trail system would be a great idea. Which would be nice for residents as well as employees in the area.

We are very concerned with the increase in traffic. We were told that any new construction would be right off of sky view. In the proposed plans, we see curb cuts with direct access to route 1. We feel this will be a major problem during busy times of the day. And could also be dangerous. We recommend keeping access to route 1 from to sky view drive for those Lots.

We once again want to thank you for hearing our concerns. We want to reiterate that we have no doubt that you will do whatever it takes to maintain the integrity of our great town. This is a place we want to raise my family and stay for many years to come.

Sincerely,

Jennifer & John O’Brion
207-608-0160
Jennifer.obrion@comcast.net
Jenn, as Susan and I cannot attend any meetings in April, we would appreciate your passing along to any interested parties our following thoughts.

1. Although we understand that the property to be developed falls within the OC-S Zone which precludes regular residential development, we are in favor of the Town changing that zone to allow residential development in Lots 7 and 8. The rapid development of Cumberland Foreside Village residential units shows that there is a strong market for such development in Cumberland, and the lack of commercial development in the adjacent area for several years signals much less interest in commercial use. It seems that the Town's current zoning policy is aimed at cramming a square peg into a round hole.

2. We also hope that future use of the undeveloped property includes some retail establishments or professional offices that can be used by nearby residents. We would love to be able to walk from our residence to commercial shops for personal needs. Frankly, a development focused on "commercial warehouse development" seems highly irrelevant to the lifestyles of the many Cumberland residents who already live in the general area. Furthermore, are warehouses really an "employment intensive commercial use" that Office Commercial South District supposedly has for a purpose?? Why are the Town's leaders enticed to accommodate a developer whose aim is to attract warehouses which should have few employees per area and likely not well-paying jobs?

3. It is not clear as to the intention of the use of Clipper Street for access to the undeveloped property. The Heritage Village Skyview Drive Commercial Warehouse Development plan has a faint and dashed outline of what I believe has been the unpaved roadway through the property which connected at one time to Clipper Street. That connection was severed last fall and huge boulders were placed to block further connection between the two roads. Perhaps the map shows this former road outline for reference purposes. The map shows symbols for trees in parts of this former roadway, and darker solid lines mark proposed parking lots and roadways which conflict with these faint markings. My impression of the map is that the future roads in Heritage “Village” will NOT be connected to Clipper Street. No one should want these streets connected for obvious reasons. In any event, it would be wise to have a written declaration of all the parties involved that there will NEVER be any connection of this property to Clipper Street.

4. Given the total amount of space in this undeveloped area, we are also puzzled why there is a late request to reduce setback distances, especially since the prior contract allows for buildings to be as high as 50 feet. Rather than decrease setbacks, I would think that the Town should have required greater setback distances, especially now since the Town has a fairly dense neighborhood of residences adjacent to the property.

5. We support the use of the undeveloped property for a residential care facility. We are curious, though, why the current application asks for a reduction in minimum lot size for such a facility. The OC-S requirement for a residential care facility is a four acre minimum lot, with no more than 25% of that lot covered by the building and parking lot. We trust that knowledgeable and thoughtful people drafted this provision in the past for good reasons. Now, this application appears to reduce the minimum lot size by 50%, without much reduction in the limit on “covered space.” And, the application asks for a building height of 50 feet, compared to the presently contracted residential height limit of 40 feet. With the substantial amount of undeveloped land available for future projects, it appears unwise for the Town to accept this proposed amendment.
In summation, Jenn, Susan and I acquired our new home at the end of Nautical Drive with the awareness that some form of development would take place in the area to the south of our home. We long hoped that it would be a residential development. If not that, we hoped for a low density commercial development with reasonably low buildings, certainly not as high as 50 feet, and we hoped that they would be as distant from our property line as feasible. Professional offices and small retail establishments would seemingly fit best with the surrounding residential properties, with other commercial establishments located on US Route One. Thank you for conveying our thoughts to people who are interested.

Peter and Susan McKenney

21 Nautical Dr.
10 Clipper St.
Cumberland Foreside, ME 04110
(845) 664-4149
jgrace31@yahoo.com

April 23, 2018

Ms. Carla Nixon, Town Planner
Mr. Steve Moriarty, Chairman, Planning Board
290 Tuttle Rd
Cumberland, ME 04021

RE: Concerns regarding the CZA Amendment for Heritage Village

Dear Ms. Nixon, Chairman Moriarty and Members of the Planning Board,

Thank you for accepting letters from residents in response to the CZA amendment for “Heritage Village” as being put forth by Mr. Peter Kennedy. As a resident of Cumberland Foreside Village (formerly known as ‘Heritage Village’), I am a lot owner with standing due to the fact that my lot is located in part of the Town’s contract zone and because Cumberland Foreside Village is part of the same DEP/SLODA permit that covers the land in Mr. Kennedy’s proposal (L-21578-39-C-N and L-21578-TB-D-N). As such, I have several concerns I would like to offer regarding this most recent amendment:

I. Lack of appropriate notice/speed of proposal

Prior to the Town Council meeting on April 9, 2018, I, as an acting representative of the Cumberland Foreside Village neighborhood (we are waiting to legally form our homeowners’ association until resolving a DEP/developer-related issue regarding our vegetated underdrained stormwater filters), I received an email on April 3, 2018 from Town Manager Bill Shane regarding the April 9th Town Council meeting. Despite being given such short notice, I was able to assemble a group of at least 25 neighbors to attend the meeting in hopes that a public comment period would be offered regarding the CZA agenda item. A public comment was not offered on the agenda item, however Bill Shane allowed me to go up to the microphone with my neighbor Elaine Clark, esq. who delivered our remarks to the Council. In summation of her remarks, we believe that the lot in question (Lot 8) as presented by Mr. Kennedy and his associates is a misrepresentation of the 2007 DEP permit that runs with this land. In the permit, it only allows for the location of the proposed commercial development (warehouses) being put forth by Mr. Kennedy to be developed on Lot 7 of the CZA (this lot abuts the Falmouth town line and is a portion of tax map ‘Lot 7’).

In addition to a lack of appropriate notice prior to the April 9 Town Council Meeting, I am also concerned about how meeting notices are being sent to residents in general. According to the Cumberland Assessor’s Database, the addresses for owners on record for all 45 lots in our development is a mixed bag. For instance, my address on record for my home (10 Clipper) is listed as my prior address in Topsham, ME, where I lived while building this home and from which I no longer receive forwarded mail. My immediate neighbor (8 Clipper) closed on their lot three days after we closed on our lot, and yet their address on record is their current address and they are receiving notices from the Town. There are
several other instances where this is the case, even for residents who purchased their homes in 2016. It should not be up to me to alert residents of upcoming Neighborhood Meetings or Planning Board Meetings. Going forward, I expect all addresses in Cumberland Foreside Village be made current. If we are receiving tax bills to our current addresses, there is no reason why these notices shouldn’t also be mailed to the same addresses.

While I understand that there are potential businesses interested in starting to build on this land, I feel as though too much is being pushed through too fast. With regard to our stormwater filter issue, I now know just about every detail there is to know about this CZA as well as the DEP permits that go along with it. It has become apparent to me and others who have reviewed the DEP files that the DEP offices are severely short-staffed and there are holes in the SLODA permits. I would strongly urge the Planning Board to keep this in mind when going through the Site Plan review process for this or amended CZA Amendment(s) in an effort to provide protections both to the environment and to the surrounding homeowners.

II. Size/proximity of buildings being proposed

According to Planning Board minutes and articles from the Portland Press Herald from 2016, Councilor Shirley Storey-King had objections to the apartment buildings that were to be built, which are 2-stories shorter than the proposed 50ft buildings being proposed in this current Amendment. In a July 4, 2016 Portland Press Herald article, it states:

“Town officials have welcomed new apartments in Cumberland, but Town Councilor Shirley Storey-King is opposed to the proposal. Storey-King, who lives directly across Interstate 295 from the development, is concerned the property doesn’t have enough space, could have problems with stormwater runoff and will tax town services and schools. She also worries that buildings will be an eyesore from the interstate and Middle Road.”

I could not agree with this statement more. If a resident from across the highway on Middle Road had a complaint about the height of these apartments, imagine how the four homes directly abutting this proposed development feel about the possibility of 50ft. buildings being built right next to their homes with essentially no buffers.

III. Open Space

Now that there are eight 3-story apartment buildings with a total of 96 apartments, there is also a severe lack of usable space/common areas. The apartments have a small community building which houses some workout equipment, but they are offered very little in the way of open spaces/amenities. In addition to the approximately 200 people living in the apartments (350+ total if counting apartments, our neighborhood and True Spring Farm and Hawks Ridge from across the street), residents are allowed to have dogs. With no dog park in the vicinity, residents have limited options of where to run their dogs and often end up with their dogs off leash in the underdrained soil filters (open ditches) located on our property. This use of a structure regulated by the DEP can potentially damage the way it filters stormwater runoff, which can result in a violation of the permit. The Portland Press Herald goes on to state in an August 17, 2016 article:
“In a letter read to the Planning Board on Tuesday, Storey-King said she believes the board was moving too fast to approve the development. Storey-King said she worried the developer had not done enough to prevent light pollution from the apartment complex. She also said a stormwater plan submitted by the developer might be inadequate and there were inconsistencies in the application, among other concerns. “As I have done every time I have spoken, I share again my belief that this proposal is too much development for this property,” Storey-King wrote. “Over 200 people on just over 10 acres of land. That’s 20 people per acre. That’s a lot of impact,” she said.”

I also agree with her insightful comments regarding the stormwater plan submitted by the developer and believe that this process is moving too fast and too much is trying to be developed on too little land.

IV. Adherence to the Route 1 Design Standards

I also believe that the proposed CZA Amendment does not adhere to the Route One Design Standards, adopted by the Town Council in 2009, as follows:

- **Introduction**: Cumberland’s citizens and its Comprehensive Plan have, as a central goal, maintaining the rural character of the Town. The Route One corridor presently looks rural, and one goal of these guidelines is to preserve that appearance even as development occurs; Design Guidelines to ensure that future development along the Route One Corridor will be not only attractive and functional, but will maintain some of the existing rural character of the corridor; Preserve, wherever possible, the rural appearance of the corridor by maintaining a buffer of trees along the highway and preserving open space to reduce the apparent density of development; Protect abutting residential properties through sensitive site planning, buffering and building design;
- **1.1 (Site Planning & Design)**: Develop a conceptual master plan; On sites with multiple buildings, the outdoor space defined by the structures should be designed as a focal point for the development, with provisions for seating and other outdoor use;
- **1.2 (Site Planning & Design)**: site plans designed...to address the health, safety, welfare and visual pleasure of the general public;
- **1.3 (Site Planning & Design)**: Route One buffer strip should have a 75’ front setback for all buildings;
- **1.5 (Building Placement)**: Objective: Buildings should be placed on their sites in a way that is sensitive to existing site conditions and respectful of adjacent uses. Generous setbacks and landscaping are desirable to maintain the wooded character of the Route One corridor;
- **1.5.1 (Location of Building on the Site)**: In placing the building on the site, the designer should carefully consider the building's relationship to existing site features such as the size of the site, existing vegetation and topography, drainage, etc., as well as the abutting land uses;
- **1.8 (Open Space)**: ...future development along Route One should have generous amounts of open space;
- **1.8.3 (Usable Open Space)**: Site plans should provide inviting open spaces where people can sit, relax and socialize;
- **1.9 (Buffering of Adjacent Uses)**: Objective: Buffering or screening may be necessary to effectively separate quite different land uses such as housing and office or commercial buildings. Plantings, earth berms, stone walls, grade changes, fences, distance and other means can be used to create the necessary visual and psychological separation;
• 1.9.1 (Appropriateness): The selection of the proper type of buffer should result from considering existing site conditions, distances to property lines, the intensity (size, number of users) of the proposed land use, and the degree of concern expressed by the Planning Department, Planning Board, and abutting landowners. Discussions regarding the need for buffers, and appropriate sizes and types, should begin at the sketch plan stage of review;

• 1.10.2 (Stormwater Management): Open ditches should be avoided. Drainage should be confined to a closed system of pipes; should fit unobtrusively into the landscape.

• 2.2 (Large Scale Buildings): the design of new large structures (10,000 square feet or greater)...should be designed as...responsive to their site and compatible with adjacent development.

It also appears that the proposed CZA Amendment, as presented, does not adhere to section 315-79 of the Town Ordinances (Contract Zoning): “Town Council seeks to advance desired land use objectives not inconsistent with the Comprehensive Plan, and where such uses provide a public purpose or benefit.”

In addition to these four major concerns, I am also opposed to ever extending Clipper St. and/or Nautical St. to Skyview Drive, as my husband and I purchased this home as a safe neighborhood to raise our daughter, who is now 3 years old.

Further attached for your review is a comprehensive list of concerns/priorities/suggestions that were decided on by representatives of True Spring Farm HOA, Hawks Ridge HOA, and Cumberland Foreside Village ‘HOA’ prior to the Neighborhood Meeting on April 24, 2018.

Thank you all again for your careful attention to this matter. I look forward to attending future Planning Board meetings and being an active citizen throughout this process.

Sincerely,

Jenn Grasso
Acting President, Cumberland Foreside Village Homeowners' Association
Route 1 Development Priorities

Submitted by representatives of Cumberland Foreside Village (CFV), True Spring Farm, and Hawks Ridge

Traffic Concerns
- Curb cuts/entrances: too close to Casco Bay Dr. entrance; affects integrity of Route 1 walking path; require all traffic into commercial properties be off Skyview Drive
- Tax base (total tax value of CFV is around $30M); last opportunity for town to develop high quality commercial property

Public Benefit
- Provide more usable open space (not including stormwater filters or buffers) for residents to enjoy (to include at least 500' of transitional open space between residential and commercial properties, i.e. a park, playground, dog park, etc.; continue sidewalk from Route 1 walking path through to residential areas—this will benefit 350+ people and dogs in all four neighborhoods and adheres to the Route 1 Guidelines

Design Standards
- Comply with Route 1 guidelines (adopted into the Cumberland Town Ordinances) as well as the ‘Design Guidelines’ included as Exhibit C in CZA amendment packet
- Add language to limit: square footage (lower than 40k sf, building height to be lower than 50' in area abutting CFV), proximity of buildings to residential neighborhood (limit 1 warehouse only)
- Add language to limit types of uses and business hours next to homes
- Buffers/setbacks: require significant buffers & setbacks between all residential and commercial properties; buffers must adhere to CFV HOA’s Declaration of Protective Covenants, Conditions and Restrictions; The Tree Planting Installation Site Plan Submission dated November 13, 2017, calls for deciduous trees consisting of red oaks and red maples—NOTE: red oaks are susceptible to brown tail moth infestation, which will cause the buffer to fail.

Other Concerns to be Addressed by Developer
- Blasting requirements: engineering report of pre-blasting site conditions be provided to all homeowners—want to ensure houses will be able to sustain blasting, especially houses along Casco Bay Dr. and Nautical Dr. Require seismographic instruments to be placed on all abutting lots (CFV/True Spring Farm/Hawks Ridge) to measure force. Require detailed video and/or inventory of all 45 homes in CFV to monitor current cracks and/or future damage. Require in writing that blasting contractor responsible for and to pay for any structural damage to homes (majority of homes have foundation cracks in basement currently; we fear that blasting so close to the ledge of granite our homes sit on is very risky).
- Light pollution/hours of operation of businesses/noise pollution (trucks)/emissions, etc.
- Written declaration that neither Clipper St. nor Nautical Dr. will ever be connected to adjacent properties
- Conceptual design of developer’s vision and all plans be sent to HOA leaders prior to planning board meeting (via zip file or Google Drive)
- Environmental impact of project

Bottom Line
- Resale value of our homes—in all HOA neighborhoods, the value of one house affects the value of all the other houses.
Hi Brenda - There is also this email and one more which I will forward, if Bill hasn't already. Thank you! - Jenn

----- Forwarded Message -----  
From: Elizabeth Ives <elizabeth.ives3@gmail.com>  
To: Bill Shane <wshane@cumberlandmaine.com>  
Cc: JG <jgrace31@yahoo.com>  
Sent: Tuesday, May 8, 2018, 8:58:11 AM EDT  
Subject: 18 Nautical Drive

Hi Bill,

In an effort to provide some visual understanding of the "buffer zone" between lot 5 on Route 1 and the homes on Nautical Drive, where I live, I wanted to share some pictures and thoughts from my view.

I have significant fears about developing lot 5 for a variety of reasons; primarily because of the safety risks this opens myself, my kindergartner and our entire neighborhood up to. A commercial lot placed literally in my backyard, where truckers can idle their vehicles, stretch their legs or park overnight makes me queasy to say the least. When I chose to build in CFV, ,after owning homes in Portland, I did so because I wanted the quality of life and comfort of the town of Cumberland that I've come to love. I wanted my daughter to put her roots in a place that we can spend her childhood; building relationships and fostering a sense of community right here in our own neighborhood. We have done just that; my daughter loves MIW and the friends she has made. My yard has quickly become the play spot for the kids of CFV, and I am nervous to see that diminished because of the potential damage lot 5 will do to our safety and privacy.

I know that progress has been made and lot 5 is happening, I am not asking to stop it. I am asking instead for the town to insist that it is done in a manner that respects and protects the children of CFV and their parents. I have included pictures from my backyard that show the sparse foliage that will serve as the "buffer" between our yards and Belted Cow. The existing trees are not enough; they do not protect our visual privacy, nor provide any protection from light or sound. We need a privacy fence, dense foliage, and a strong barrier of protection from outside disturbances. I also ask that the town insists on hours of operation, lighting, and visual guidelines that do not disturb the quality of life of lot 5's neighbors and to hold the developers accountable to these standards.

Thank you for your time and consideration.

Kind regards,  
Libby Ives  
18 Nautical Drive

This email has been scanned for spam and viruses by Proofpoint Essentials. Click here to report this email as spam.
Outline for May 14, 2018 Town Council Meeting
(Notes from 5/6/18 Neighborhood Meeting)

Opportunity for Open/Green Space

“Open space” on north side of intersection of Casco Bay Drive and Route 1: add a line of arborvitae, benches, other amenities to make this an inviting open space for all area residents

Heritage Village Commercial Lots 4 and 5

If blasting required, low charge and all 4 lots at once; require pre/post-blast surveys of all CFV homes (most with basement cracks/some leaks)

Buffer abutting residential lots: berm and conifers on back property line of adjacent residential lot, cedar fence to block view of commercial buildings

Buffer along Route 1: Retain thick vegetation, add trees if needed

Drive off of Skyview behind the commercial lots: to connect Lots 3, 4 and 5

Entrance drive/curb cut: if necessary, only one curb cut centered for Lots 3, 4 and 5 – avoid conflict with Casco Bay Drive and True Spring access

Light: all downward facing, “dark sky” full cutoff

Noise: limit hours of operation, hours for delivery, face loading dock away from homes, no truck idling, HVAC on the ground in enclosures

Mechanical units/HVAC: no rooftop units

Building Height: maximum 35 feet

Building square footage: maximum 20,000

Roof pitch: steeper than 6/12, attractive details such as Seafax building

Design standards: require attractive design, including roof materials, such as Seafax building

Lot 5 should also provide a 25’ buffer at the edges of the lot on which the stormwater filters are located
Heritage Village Commercial Lot 8 North (closest to CFV)

150’ berm south of CFV, rising immediately, as robust as possible, fence on berm at top elevation

Berm to be constructed before any construction happens on Lot 8 North or Lot 8 South or Lot 7

Plant some deciduous trees but mostly conifers 20-30’ height minimum on the berm

Residential care facility of high architectural quality on Lot 8 North

Or consider other high quality office/professional uses

Provide site plans including concept design of buildings for the entire remainder of the contract zone (Lots 7, 8 North and 8 South); developer should not continue to submit requests for amendments

No manufacturing on Lot 8 North

No warehouses – keep warehouse uses on Lot 7

40’ height maximum, 20,000 square foot buildings if not residential care, larger if residential care, dark sky/full cutoff lighting, HVAC on ground, enclosed, pitched not-flat roofs, deliveries/loading docks on Falmouth-facing side, no reduction in 60,000 square foot minimum lot size, roof pitch minimum 6/12

Specify design standards, specify hours of operation, specify noise limits/no idling

Specify maximum build-out (square footage of buildings, number of buildings, locations of buildings) for the entire lot

CFV residents do not want the trail connected to Nautical or Clipper Street

Lot 8 South (Falmouth side)

Define uses, provide site plan with building locations, roads, parking, all improvements

Buildings 20,000 square foot maximum, 40’ maximum height

Lot 7

Warehouses/light manufacturing/indoor storage remain on Lot 7 as in existing contract zone
Cumberland Foreside Village (CFV) concerns/suggestions for CZA amendment (Lots 8, 4 & 5)

We would like to invite the Council members and Town Manager and Town Planner to our development to go on a site visit/tour of the CZA to get a real feel for what is being planned and how it will affect us.

In the meantime, I would like to walk you through a visual slide show of our development.
Aerial view of CZA

- Note existing side road off of Skyview Drive—this was in the CZA we signed off on when we purchased our homes; would prefer if lots 2-5 were served by this road

- Note all lots except Lot 2 are very small for commercial development; would prefer if Lot 5 was not developed to protect homeowners and keep Lots 2-4 open to commercial development; if Lot 5 must be developed, serious consideration to blasting (most homes have foundation cracks/some have leaks) as Lot 5 is so close to the ledge, as well as buffering (current vegetated buffers are inadequate; steep drop-off)

- Prefer to only have residential care facility adjacent to homes on Lot 8; designed with Route 1 design standards (pitched roofs, siding, buffering, etc.—i.e. attractive buildings that fit in with our development—creates more of a transition area between lots)

- Keep all warehouses/manufacturing/indoor storage on Lot 7; request no idling zones surrounding residential areas

- Route 1 walking path will be considerably interrupted and become more dangerous due to curb cuts—keep entrances off of Skyview Dr. instead
Map indicating "Open Space" from Tom Greer

- Note there is a swale located along the easement above Lots 4 & 5 that is not indicated on the map; if buffer is placed along the swale, how does that affect drainage?

- Majority of the green open spaces indicated on the map are either wetland or forested areas

- Picture on right is showing the "open space" on the map (wetlands area)
Anticipated plans vs. as-built conditions #1: several homes purchased lots with higher selling prices because there was supposed to be open green space in front of their lots (see pictures above).

These are 2 of the 7 underdrained soil filters that were installed in our neighborhood. This one loops around toward the apartments (in "J" shape) and is much larger than the 3,000 sq. ft. max requirement set by the DEP.

Anticipated plans vs. as-built conditions #2: No one in our neighborhood had any idea we would be responsible for maintaining a stormwater management system which according to Dave Chase cost $1M to construct; this will most likely increase stated HOA fees which were $25/month in all real estate literature.
Pictures of the four other UDSFs around the property.

UDSF #1 is on Lot 8. According to Tom Greer/Steve Mohr, there is an easement for this filter. We would like to be given a copy of said easement for HOA purposes.

UDSF #7 begins behind Lot 33 (abutting Lot 8) and runs behind several houses (also most likely larger than 3,000 sq. ft.)—dangerous cliff behind filter that was never fenced in

Anticipated plans vs. as-built conditions #3: all ‘open space’ on all plans given to us are actually covered by a UDSF and therefore unusable green space
From left to right: entrance to beautiful Route 1 walking trail from Casco Bay Dr.; middle portion of trail; entrance to trail from Skyview Drive

This is a beautiful amenity for not only our development, but the apartments and the True Spring Farm and Hawks Ridge developments as well. There are close to 400 residents in this densely packed area and with Route 1 being a dangerous place to walk (no shoulder/high speed limit/no sidewalks), this offers a great alternative and it is absolutely beautiful! It will be a tragedy to lose this path due to curb cuts and reduced buffering.

Anticipated plans vs. as-built conditions #4: Route 1 trail was to benefit the developments; commercial properties/curb cuts will destroy integrity of trail
Several CFV residents met as a group on Sunday, 5/6 to discuss priorities. Since our main priority is to have as much of a buffer surrounding all commercial lots, we would prefer not to have green space on Lot 8 and instead would suggest having the developer plant a row of arborvitae on this lot off of route 1 (it is the first thing you see on the right when entering our development). This space could be a beautiful green field with nice plantings/landscaping and a few benches.

Anticipated plans vs. as-built conditions #5: Second option for open space (for apartments’ benefit) is Lot 9A. The apartment residents were told they were to have either a playground or dog park or some form of open space, but when 8 buildings instead of 4 were built, more parking spots were required and they now have literally no green space. Lot 9A offers a perfect location to do any of those options. Buffering along Chelsea Way would also be a benefit for the apartments.

Instead of connecting the walking trail on the back of Lot 8, we offer an alternative which would be to build a sidewalk or continue the trail from Seafax north to Chelsea Way. Adding a pedestrian crosswalk between True Spring Farm and CFV would also be a nice addition (perhaps blinking yellow light?)
Example 1 of developer’s work: GBO Inc.

- Building is not attractive
- The “buffering” around the entire lot is abysmal
- Apartment residents have to stare at a loading dock
- HVAC is semi-enclosed and makes a loud humming sound
Buffers/Noise/HVAC>Loading Docks (GBO Inc.)

- Unable to send with video but this is view of semi-enclosed HVAC system (note "buffer")
Buffering

Cumberland Foreside Village (Residential/45 homes)

Assessed value: $30M
Previous ownership history:
Peter Kennedy/Town of Cumberland
David Chase/Cumberland Foreside Village LLC

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Example 2 of developer's work:

-Berm constructed between Lot 45 and the apartments is sparse and produces no visual barrier
-Several of the trees are leaning/dying
-All plantings were existing on site/no additional plantings were added

Theme here? Falmouth Storage has similar buffer issue
Neighbors of CFV

CFV block party that was held in October 2017 (note: we do not yet have a date for our 2nd block party but everyone on the Council/Town Manager/Town Planner will be invited, as promised!)

We are a young, vibrant and diverse neighborhood full of truly amazing people. I wouldn’t be surprised if some of them ended up on the Council down the road. We purchased our homes with the understanding of the CZA at the time of sale (in reality, many brokers failed to mention anything about our homes being in a CZA) and as we are a part of this CZA, we expect to have protections against surrounding development. When we bought our homes, we also bought into a neighborhood which we hope to protect. We do not want to impede growth but would rather help manage it and see smart commercial development be added to the CZA.

If this is happening to us, it could happen to other CZAs in Cumberland if that is how the Town intends to proceed with zoning.

In making your final considerations about the overall outcomes of this CZA amendment, please keep my family and my neighbors in mind and help us protect our investments as well as the integrity of our beautiful neighborhood. Thank you.

Jenn Grasso
Acting President, CFV HOA (not currently formed)

Address: 10 Clipper Street
Lot to the South of 25 Clipper closest to 295
View from 25 Clipper back
deck -looking South onto Lot 8
Retention pond behind 26 Clipper Street (view from my 2nd floor)
VIEW FROM 26 CLIPPER STREET
DRAINAGE FOR CLIPPER STREET
View from 20 Nautical (lot west of Route 1). Looking over retention pond
Border of 20 Nautical and Route 1 lots
South end of Nautical
ITEM 18-064

To hold a Public Hearing to consider and act on acceptance of a Solar Power Purchase Agreement for a solar array to be located on the former landfill site on Drowne Road
To: Town Council  
From: William Shane, Town Manager  
Date: May 10, 2018  
Re: 18-064 Solar Power Purchase Agreement

We are very close to wrapping up the Power Purchase Agreement with ReVision Energy. There are a few details that are being completed, but there are additional costs in moving the solar array toward the Town Forest.

The additional costs are now being negotiated and I am hopeful that they can be reduced. Currently, those costs will add $90,000 to the Power Purchase Agreement, most of which are upfront development costs to the Town. I hope to have that reduced by the time we sign the agreement. The additional costs are for fencing, landscaping, and additional cable to move the array toward the Town Forest.

I am requesting your authorization to execute the agreement with ReVision Energy based on the attached plan depicting the placement of the solar array be located near the Town Forest.

I will met with the Climate Action Team and the Finance Committee one more time to finalize the agreement before executing it. If any substantial changes from what I have described are required, I will return to you at your June 4th meeting for your approval.

**Recommended motion:**

I move to authorize the Town Manager to execute a Solar Power Purchase Agreement as authorized by the Finance Committee in consultation with the Cumberland Climate Action Team and to be located near the Town Forest as depicted on the attached photo.
Mike Edes, Chairman  
Town Council  
Cumberland, ME

Dear Chairman Edes:

At our May 2, 2018 meeting, the Lands and Conservation Commission, by unanimous vote, endorsed the concept of the solar energy project on the capped landfill adjacent to the Town Forest.

We recognize there is much to be done before a project can be completed and believe this type of a project is a step in the right direction.

Sincerely

Mike Schwindt  
Chairman
**Solar Power Purchase Agreement**

This Solar Power Purchase Agreement (this “Agreement”) is entered into by the parties listed below (each a “Party” and collectively the “Parties”) as of the date signed by Seller below (the “Effective Date”).

<table>
<thead>
<tr>
<th>Purchaser:</th>
<th>Town of Cumberland, a Maine Town</th>
<th>Seller:</th>
<th>ReVision Impact Fund 3 LLC, a Maine limited liability company</th>
</tr>
</thead>
</table>
| Name and Address | Town of Cumberland  
290 Tuttle Road  
Cumberland, ME 04021  
Attention: William Shane, Town Manager | Name and Address | ReVision Impact Fund 3 LLC  
c/o ReVision Energy Inc.  
55 Bell St.  
Portland, ME 04103  
Attention: Chris Donovan |
| Phone | 207-829-2205 | Phone | (207) 613-6078 |
| E-mail | wshane@cumberlandmaine.com | E-mail | edonovan@revisionenergy.com |
| Premises Ownership | Purchaser [ ] owns [ ] leases the Premises.  
List Premises Owner, if different from Purchaser: | Additional Seller Information | ReVision Impact Fund 3 LLC is a subsidiary of  
ReVision Solar Impact Partners LLC |

This Agreement sets forth the terms and conditions of the purchase and sale of solar generated electric energy from the solar panel system described in **Exhibit 2** (the “System”), interconnected to the Purchaser’s facility described in **Exhibit 2** (the “Facility”), and installed on the property upon which the System and Facility are located as described in **Exhibits 5 and 6** (the “Premises”).

The exhibits listed below are incorporated by reference and made part of this Agreement:

- **Exhibit 1** Basic Terms and Conditions
- **Exhibit 2** System Description
- **Exhibit 3** Credit Information
- **Exhibit 4** General Terms and Conditions
- **Exhibit 5** Form of Memorandum of License
- **Exhibit 6** Form of Easement Agreement

<table>
<thead>
<tr>
<th>Purchaser:</th>
<th>Town of Cumberland</th>
<th>Seller:</th>
<th>ReVision Impact Fund 3 LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>By (signature):</td>
<td>___________________</td>
<td>By (signature):</td>
<td>___________________</td>
</tr>
<tr>
<td>Printed Name:</td>
<td>___________________</td>
<td>Printed Name:</td>
<td>___________________</td>
</tr>
<tr>
<td>Title:</td>
<td>___________________</td>
<td>Title:</td>
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</tr>
<tr>
<td>Date:</td>
<td>___________________</td>
<td>Date:</td>
<td>___________________</td>
</tr>
</tbody>
</table>
Exhibit 1
Basic Terms and Conditions

1. Initial Term: Twenty-five (25) years, beginning on the Commercial Operation Date.

2. Additional Terms: Up to two (2) Additional Terms of five (5) years each.

3. Environmental Incentives and Environment Attributes: Accrue to Seller, however Purchaser has the option to purchase Renewable Energy Credits ("RECs") at the price ($/MWH) and for the years specified below. RECs for any Contract Year not bought by Purchaser under this option will be sold to third parties.

Purchaser [ ] WILL purchase [x] WILL NOT purchase RECS as specified in this Exhibit 1, Section 4.

4. Contract Energy Price per Kilowatt Hour ($/kWh) and Optional REC Price per Megawatt Hour ($/MWH):

<table>
<thead>
<tr>
<th>Contract Year</th>
<th>Estimated Energy Production (kWh)</th>
<th>Energy $/kWh</th>
<th>REC $/MWH</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>[●]</td>
<td>$[●]</td>
<td>n/a</td>
</tr>
<tr>
<td>2</td>
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<td>n/a</td>
</tr>
<tr>
<td>25</td>
<td>[●]</td>
<td>$[●]</td>
<td>n/a</td>
</tr>
</tbody>
</table>

5. Condition Satisfaction Date: March 31, 2019

6. Anticipated Commercial Operation Date: June 30, 2019

7. Rebate Variance. All prices in this Agreement are calculated based on an upfront rebate of $0. If the actual rebate is lower than calculated, prices will be adjusted pro-rata to reflect the actual rebate received.

8. Purchaser Options to Purchase System. [ ] None, or [x] As set forth in Section 17.b.

9. Outside Commercial Operation Date: December 31, 2019

10. System Installation:

   Includes: [x] Design, engineering, permitting, installation, monitoring, rebate application and paperwork processing of the System.
   [x] Limited Warranty
   [x] Any like substantive equipment, in the sole discretion of the Seller.
   [ ] State or Utility Rebate, if any. Describe: N/A

   Excludes: Unforeseen groundwork (including, but not limited to, excavation/circumvention of underground obstacles), upgrades or repair to the Facility or utility electrical infrastructure, utility impact study if applicable, payment bonds, performance bond(s), prevailing wage construction, tree removal, tree trimming, professional engineer’s stamp review if required by local or state permitting, or energy audit, if required.

End of Exhibit 1
Exhibit 2
System Description

1. **System Location:** 23 Drowne Road, Cumberland, ME 04021

2. **System Size:** DC kW (panel nameplate capacity), AC kW (inverter rating).

3. **Expected First Year Energy Production (kWh):** Expected energy production shall be de-rated by one half of one percent (0.5%) annually. Annual energy production is based on maintenance of Insolation levels provided for in the Irradiance Zone and Shade Map and the Helioscope projections provided in Attachment A, below.

4. **Expected Structure:** [ ] Ground Mount [X] Roof Mount [ ] Parking Structure [ ] Other

5. **Expected Module(s):**

<table>
<thead>
<tr>
<th>Manufacturer/Model</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hanwha QCells 345 Q.PLUS, or equivalent</td>
<td>with manufacturer’s 25-year production warranty</td>
</tr>
</tbody>
</table>

6. **Expected Inverter(s):**

<table>
<thead>
<tr>
<th>Manufacturer/Model</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chint Power Systems SCA60KLT, or equivalent</td>
<td>with manufacturer’s 10-year warranty</td>
</tr>
</tbody>
</table>

7. **Facility and System Layout:** See Exhibit 2, Attachment A

8. **Utility:** Central Maine Power

9. **Participating Meters:**
   - i. L112538116
   - ii. L109656789
   - iii. L109088380
   - iv. L109089320
   - v. G064039353
   - vi. G044754319
   - vii. G045258235
   - viii. G045253755
   - ix. L109088435
### Exhibit 2

**Attachment A:**
Facility and System Layout

<table>
<thead>
<tr>
<th>Aerial Image of Facility</th>
<th>See Site Map, below.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conceptual Drawing of the System</td>
<td>See One Line Drawing, below.</td>
</tr>
<tr>
<td>Location of System Components</td>
<td>Solar array to be located on the grounds of the Town Landfill as portrayed in site map. Inverters to be located under solar panels or other location as agreed upon by the Parties.</td>
</tr>
<tr>
<td>Delivery Point</td>
<td>On utility side of private meter/data logger as shown in One Line Drawing, below.</td>
</tr>
<tr>
<td>Access Points</td>
<td>Access shall be by existing drives and ways and as mutually agreed by the Parties. Access shall be adequate to allow full and timely access to the facility for installation and maintenance. See also Site Map, below.</td>
</tr>
<tr>
<td>Irradiance Zone</td>
<td>Removal of vegetation and prevention of shading to protect the irradiance zone for the system shall conform to the specifications set forth in the Irradiance Zone and Shade Map, below.</td>
</tr>
</tbody>
</table>

**Site Map:**
To be Attached once design is finalized
One Line Drawing:

Omitted by agreement of the Parties, with the understanding that the Delivery Point shall be on the utility side of the private meter/data logger, typically installed at the inverter location. A final as-built One Line Drawing shall be available upon Purchaser’s request following completion of the installation.

Irradiance Zone and Shade Map:

Omitted by agreement of the Parties, with the understanding that any use of the Premises shall not shade the System.

*End of Exhibit 2*
Exhibit 3
Credit Information

Omitted by agreement of the Parties.

End of Exhibit 3
Exhibit 4
Solar Power Purchase Agreement
General Terms and Conditions

1. Definitions and Interpretation. Unless otherwise defined or required by the context in which any term appears: (a) the singular includes the plural and vice versa; (b) the words “herein,” “hereof” and “hereunder” refer to this Agreement as a whole and not to any particular section or subsection of this Agreement; (c) references to any agreement, document or instrument mean such agreement, document or instrument as amended, modified, supplemented or replaced from time to time; and (d) the words “include,” “includes” and “including” mean include, includes and including “without limitation.” The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement. The rule of construction that ambiguities in an agreement are to be construed against the drafter will not be invoked or applied in any dispute regarding the meaning of any provision of this Agreement.

2. Purchase and Sale of Electricity. Purchaser shall purchase from Seller, and Seller shall sell to Purchaser, all of the electric energy generated by the System during the Initial Term and any Additional Term (as defined in Exhibit 1, and collectively the “Term”). Electric energy generated by the System will be delivered to Purchaser at the delivery point identified on Exhibit 2 (the “Delivery Point”). Purchaser shall take title to the electric energy generated by the System at the Delivery Point, and risk of loss will pass from Seller to Purchaser at the Delivery Point. Purchaser may purchase electric energy for the Facility from other sources if the Purchaser's electric requirements at the Facility exceed the output of the System. Any purchase, sale and/or delivery of electric energy generated by the System prior to the Commercial Operation Date shall be treated as purchase, sale and/or delivery of limited amounts of test energy only and shall not indicate that the System has been in commercial operation by the purchase, sale and/or delivery of such test energy.

3. Purchase and Sale of Renewable Energy Credits. If Purchaser elects the Renewable Energy Credit (REC) purchase option provided in Exhibit 1, Purchaser shall purchase from Seller, and Seller shall sell to Purchaser, all of the RECs generated by the System for the Contract Year and at the price per megawatt-hour specified for that year shown in Exhibit 1.

4. Term and Termination.
   a. Initial Term. The initial term (“Initial Term”) of this Agreement shall commence on the Commercial Operation Date (as defined below) and continue for the length of time specified in Exhibit 1, unless earlier terminated as provided for in this Agreement. The “Commercial Operation Date” is the date Seller gives Purchaser written notice that the System is mechanically complete and capable of providing electric energy to the Delivery Point. Such notice shall be deemed effective unless Purchaser reasonably objects within five (5) days of the date of such notice. Upon Purchaser’s request, Seller will give Purchaser copies of certificates of completion or similar documentation from Seller’s contractor and the interconnection or similar agreement with the entity authorized and required under applicable law to provide electric distribution service to Purchaser at the Facility (the “Utility”), as set forth on Exhibit 2. This Agreement is effective as of the Effective Date and Purchaser’s failure to enable Seller to provide the electric energy by preventing it from installing the System or otherwise not performing shall not excuse Purchaser’s obligations to make payments that otherwise would have been due under this Agreement.
   b. Additional Terms. Prior to the end of the Initial Term or of any applicable Additional Term, as defined below, if Purchaser has not exercised its option to purchase the System, either Party may give the other Party written notice of its desire to extend this Agreement on the terms and conditions set forth herein for the number and length of additional periods specified in Exhibit 1 (each such additional period, an “Additional Term”). Such notice shall be given, if at all, not more than one hundred twenty (120) and not less than sixty (60) days before the last day of the Initial Term or the then current Additional Term, as applicable. The Party receiving the notice requesting an Additional Term shall respond positively or negatively to that request in writing within thirty (30) days after receipt of the request. Failure to respond within such thirty (30) day period shall be deemed a rejection of the offer for an Additional Term. If both Parties agree to an Additional Term, the Additional Term shall begin immediately upon the conclusion of the Initial Term or the then current term on the same terms and conditions as set forth in this Agreement. If the Party receiving the request for an Additional Term rejects or is deemed to reject the first Party’s offer, this Agreement shall terminate at the end of the Initial Term (if the same has not been extended) or the then current Additional Term.
5. **Billing and Payment**

   a. **Monthly Energy Charges.** Purchaser shall pay Seller monthly (or quarterly, if Seller elects quarterly invoicing under subsection (d) of this Section 5) for the electric energy generated by the System and delivered to the Delivery Point at the $/kWh rate shown in Exhibit 1 (the “Contract Price”). The periodic payment for such energy shall be equal to the applicable $/kWh rate multiplied by the number of kWh of energy generated during each month of the applicable billing period, as measured by the System meter.

   b. **Monthly REC Charges.** If Purchaser elects the Renewable Energy Credit (REC) purchase option in Exhibit 1, for each year it exercises the option, Purchaser shall pay Seller monthly for all RECs generated by the System at the $/MWh rate shown in Exhibit 1 (the “REC Price”). The monthly payment for such RECs will be equal to the applicable $/MWh rate multiplied by the number of MWh of energy generated during the applicable month, as measured by the System meter.

   c. **Monthly Invoices.** Seller shall invoice Purchaser monthly in arrears, either manually or through ACH. Such monthly invoices shall state (i) the amount of electric energy produced by the System and delivered to the Delivery Point, (ii) the energy and REC rates applicable to, and charges incurred by, Purchaser under this Agreement and (iii) the total amount due from Purchaser.

   d. **Seller’s Option for Quarterly Invoicing.** Seller, at Seller’s sole option, may elect to invoice Purchaser on a quarterly basis. If Seller exercises the option to invoice quarterly for one or more billing periods, it shall not prohibit Seller from invoicing Monthly thereafter. Seller shall provide Purchaser with at least 30 days prior notice before changing the frequency of invoicing.

   e. **Taxes.** Purchaser shall either pay or reimburse Seller for any and all taxes assessed on the generation, sale, delivery or consumption of electric energy produced by the System or the interconnection of the System to the Utility’s electric distribution system, including property taxes on the System; provided, however, Purchaser will not be required to pay or reimburse Seller for any taxes during periods when Seller fails to deliver electric energy to Purchaser for reasons other than Force Majeure or as a result of Purchaser’s acts or omissions. For purposes of this Section 5.5, “Taxes” means any federal, state and local ad valorem, property, occupation, generation, privilege, sales, use, consumption, excise, transaction, and other taxes, regulatory fees, surcharges or other similar charges, but shall not include any income taxes or similar taxes imposed on Seller’s revenues due to the sale of energy under this Agreement, which shall be Seller’s responsibility.

   f. **Payment Terms.** All amounts due under this Agreement shall be due and payable net twenty (20) days from receipt of invoice. Any undisputed portion of the invoice amount not paid within the twenty (20) day period shall accrue interest at the annual rate of two and one-half percent (2.5%) over the prime rate, as published in the Wall Street Journal (but not to exceed the maximum rate permitted by law).

6. **Environmental Attributes and Environmental Incentives**

Unless otherwise specified in Exhibit 1, Seller is the owner of all Environmental Attributes and Environmental Incentives and is entitled to the benefit of all Tax Credits, and Purchaser’s purchase of electricity under this Agreement does not include Environmental Attributes, Environmental Incentives or the right to Tax Credits or any other attributes of ownership and operation of the System, all of which shall be retained by Seller. Purchaser shall cooperate with Seller in obtaining, securing and transferring all Environmental Attributes and Environmental Incentives and the benefit of all Tax Credits, including by using the electric energy generated by the System in a manner necessary to qualify for such available Environmental Attributes, Environmental Incentives and Tax Credits. Purchaser shall not be obligated to incur any out-of-pocket costs or expenses in connection with such actions unless reimbursed by Seller. If any Environmental Incentives are paid directly to Purchaser, Purchaser shall immediately pay such amounts over to Seller.

**Press Releases and RECs.** To avoid any conflicts with fair trade rules regarding claims of solar or renewable energy use, Purchaser shall submit to Seller for approval any press releases regarding Purchaser’s use of solar or renewable energy and shall not submit for publication any such releases without the written approval of Seller. Approval shall not be unreasonably withheld, and Seller’s review and approval shall be made in a timely manner to permit Purchaser’s timely publication. Except for Contract Years in which Purchaser purchases RECs, Purchaser hereby acknowledges and consents to Seller’s exclusive right to (i) make any claim that electric energy provided to Purchaser was generated by the Project, (ii) all claims that Seller is responsible for the reductions in emissions of pollution and greenhouse gases resulting from the generation of such electric energy and (iii) all rights, title to, and ownership of any and all RECs, credits, certificates, registrations, etc., evidencing or representing any of the foregoing attributes and to take any action necessary for Seller to claim, register, sell, or otherwise dispose of such interests.
7. Conditions to Obligations

a. Conditions to Seller’s Obligations. Seller’s obligations under this Agreement are conditioned on the completion of the following conditions to Seller’s reasonable satisfaction on or before the Condition Satisfaction Date:

i. Completion of a physical inspection of the Facility and the property upon which the Facility is located (the “Premises”) including, if applicable, geotechnical work, and real estate due diligence to confirm the suitability of the Facility and the Premises for the System;

ii. Approval of (A) this Agreement and (B) the Construction Agreement (if any) for the System by Seller’s Financing Parties. “Construction Agreement” as used in this subsection means an agreement between Seller and any contractor or subcontractor to install all or part of the System;

iii. Confirmation that Seller will obtain all applicable Environmental Incentives and Tax Credits;

iv. Receipt of all necessary zoning, land use and building permits; and

v. Execution of all necessary agreements with the Utility for interconnection of the System to Facility electrical system and/or the Utility’s electric distribution system.

b. Failure of Conditions. If any of the conditions listed in subsection (a) are not satisfied by the Condition Satisfaction Date, the Parties will attempt in good faith to negotiate for the satisfaction of the failed conditions. If the Parties are unable to reach agreement then Seller may terminate this Agreement upon ten (10) days written notice to Purchaser without liability for costs or damages or triggering a default under this Agreement.

c. Commencement of Construction. Seller’s obligation to commence construction and installation of the System is conditioned on Seller’s receipt of (A) proof of insurance for all insurance required to be maintained by Purchaser under this Agreement, (B) written confirmation from any person holding a mortgage, lien or other encumbrance over the Premises or the Facility, as applicable, that such person will recognize Seller’s rights under this Agreement for as long Seller is not in default hereunder and (C), a signed and notarized original copy of the easement

“Environmental Attributes” means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the System, the production of electrical energy from the System and its displacement of conventional energy generation, including (a) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (b) any avoided emissions of carbon dioxide (CO2), methane (CH4), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth’s climate by trapping heat in the atmosphere; and (c) the reporting rights related to these avoided emissions, such as Green Tag Reporting Rights and Renewable Energy Credits. Green Tag Reporting Rights are the right of a party to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party, and include Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Environmental Attributes do not include Environmental Incentives and Tax Credits. Purchaser and Seller shall file all tax returns in a manner consistent with the provisions of Section 6. Without limiting the generality of the foregoing, Environmental Attributes include carbon trading credits, renewable energy credits or certificates, emissions reduction credits, emissions allowances, green tags tradable renewable credits and green-energy products.

“Environmental Incentives” means any and all credits, rebates, subsidies, payments or other incentives that relate to self–generation of electricity, the use of technology incorporated into the System, environmental benefits of using the System, or other similar programs available from the Utility, any other regulated entity, the manufacturer of any part of the System or any Governmental Authority.

“Governmental Authority” means any national, state or local government (whether domestic or foreign), any political subdivision thereof or any other governmental, quasi-governmental, judicial, public or statutory instrumentality, authority, body, agency, bureau or entity (including the Federal Energy Regulatory Commission, a state Public Utilities Commission or Independent System Operator), or any arbitrator with authority to bind a party at law.

“Tax Credits” means any and all (a) investment tax credits, (b) production tax credits and (c) similar tax credits or grants under federal, state or local law relating to the construction, ownership or production of energy from the System.
agreement suitable for recording, substantially in the form attached hereto as Exhibit 6 (the “Easement Agreement”).

d. **Conditions to Purchaser’s Obligations.** Purchaser’s obligations under Section 5.a are conditioned on the occurrence of the Commercial Operation Date for the System by the Outside Commercial Operation Date.

8. **Seller’s Rights and Obligations.**

a. **Permits and Approvals.** Seller, with Purchaser’s reasonable cooperation, shall use commercially reasonable efforts to obtain, at its sole cost and expense:

i. any zoning, land use and building permits required to construct, install and operate the System;

ii. any agreements and approvals from the Utility necessary in order to interconnect the System to the Facility electrical system and/or the Utility’s electric distribution system; and

iii. any agreements and approvals from the Utility or Public Utilities Commission necessary in order to net meter energy produced by the System among Purchaser’s Utility meters and/or accounts.

Purchaser shall cooperate with Seller’s reasonable requests to assist Seller in obtaining such agreements, permits and approvals. Where required, Purchaser shall obtain all such agreements, permits and approvals in Purchaser’s name to enable and benefit operation of the System, however, Seller shall pay or reimburse Purchaser for all fees required.

b. **Standard System Repair and Maintenance.** Seller shall construct and install the System at the Facility. During the Term, Seller will operate and perform all routine and emergency repairs to, and maintenance of, the System at its sole cost and expense, except for any repairs or maintenance resulting from Purchaser’s negligence, willful misconduct or breach of this Agreement. Seller shall not be responsible for any work done by others on any part of the System unless Seller authorizes that work in advance in writing. Seller shall not be responsible for any loss, damage, cost or expense arising out of or resulting from improper environmental controls or improper operation or maintenance of the System by anyone other than Seller or Seller’s contractors. If the System requires repairs for which Purchaser is responsible, Purchaser shall pay Seller for diagnosing and correcting the problem at Seller or Seller’s contractors’ then current standard rates. Seller shall provide Purchaser with reasonable notice prior to accessing the Facility to make standard repairs.

c. **Non-Standard System Repair and Maintenance.** If Seller incurs incremental costs to maintain the System due to conditions at the Facility or due to the inaccuracy of any information provided by Purchaser and relied upon by Seller, the pricing, schedule and other terms of this Agreement will be equitably adjusted to compensate for any work in excess of normally expected work required to be performed by Seller. In such event, the Parties will negotiate such equitable adjustment in good faith.

d. **Breakdown Notice.** Seller shall notify Purchaser within twenty-four (24) hours following Seller’s discovery of (i) any material malfunction in the operation of the System or (ii) an interruption in the supply of electrical energy from the System. Purchaser and Seller shall each designate personnel and establish procedures such that each Party may provide notice of such conditions requiring Seller’s repair or alteration at all times, twenty-four (24) hours per day, including weekends and holidays. Purchaser shall notify Seller immediately upon the discovery of an emergency condition affecting the System.

e. **Suspension.** Notwithstanding anything to the contrary herein, Seller shall be entitled to suspend delivery of electricity from the System to the Delivery Point for the purpose of maintaining and repairing the System and such suspension of service shall not constitute a breach of this Agreement; provided, that Seller shall use commercially reasonable efforts to minimize any interruption in service to the Purchaser and shall notify Purchaser as soon as practicable prior to the suspension of delivery of service when such suspension can be reasonably foreseen.

f. **Use of Contractors and Subcontractors.** Seller shall be permitted to use contractors and subcontractors to perform its obligations under this Agreement, provided however, that such contractors and subcontractors shall be duly licensed and shall provide any work in accordance with applicable industry standards. Notwithstanding the foregoing, Seller shall continue to be responsible for the quality of the work performed by its contractors and subcontractors.

g. **Liens and Payment of Contractors and Suppliers.** Seller shall pay when due all valid charges from all contractors, subcontractors and suppliers supplying goods or services to Seller under this Agreement and shall keep
the Facility free and clear of any liens related to such charges, except for those liens which Seller is permitted by law to place on the Facility following non-payment by Purchaser of amounts due under this Agreement. Seller shall indemnify Purchaser for all claims, losses, damages, liabilities and expenses resulting from any liens filed against the Facility or the Premises in connection with such charges; provided, however, that Seller shall have the right to contest any such lien, so long as it provides a statutory bond or other reasonable assurances of payment that either remove such lien from title to the Facility and the Premises or that assure that any adverse judgment with respect to such lien will be paid without affecting title to the Facility and the Premises.

9. **Purchaser’s Rights and Obligations**

   a. **License to the Premises; Facility Access Rights.** Purchaser grants to Seller and to Seller’s agents, employees, contractors and assignees an irrevocable non-exclusive license running with the Premises (the “License”) for access to, on, over, under and across the Premises for the purposes of (i) installing, constructing, operating, owning, maintaining, accessing, removing and replacing the System; (ii) performing all of Seller’s obligations and enforcing all of Seller’s rights set forth in this Agreement; and (iii) installing, using and maintaining electric lines and equipment, including inverters and meters necessary to interconnect the System to Purchaser’s electric system at the Facility, to the Utility’s electric distribution system, if any, or for any other purpose that may from time to time be useful or necessary in connection with the construction, installation, operation, maintenance or repair of the System. Seller shall notify Purchaser prior to entering the Facility except in situations where there is imminent risk of damage to persons or property. The term of the License shall continue until the date that is one hundred and twenty (120) days following the date of expiration or termination of the Term of this Agreement (the “License Term”). During the License Term, Purchaser shall ensure that Seller’s rights under the License and Seller’s access to the Premises and the Facility are preserved and protected. Purchaser shall not interfere with nor shall permit any third parties to interfere with such rights or access. The grant of the License shall survive termination of this Agreement by either Party as stated herein. At request of Seller, Purchaser shall execute a Memorandum of License, which shall be in form and substance set forth as Exhibit 5, or other form agreed to by the Parties. Seller may, at its sole cost and expense, record such Memorandum of License with the appropriate land registry or recorder’s office.

   b. **OSHA Compliance.** Both Parties shall ensure that all Occupational Safety and Health Act (OSHA) requirements and other similar applicable safety laws or codes are adhered to in their performance under this Agreement.

   c. **Maintenance of Facility.** Purchaser shall, at its sole cost and expense, maintain the Facility in good condition and repair. Purchaser will ensure that the Facility remains interconnected to the Utility’s electric distribution system at all times and will not cause cessation of electric service to the Facility from the Utility. Purchaser is fully responsible for the maintenance and repair of the Facility’s electrical system and of all of Purchaser’s equipment that utilizes the System’s outputs. Purchaser shall properly maintain in full working order all of Purchaser’s electric supply or generation equipment that Purchaser may shut down while utilizing the System. Purchaser shall promptly notify Seller of any matters of which it is aware pertaining to any damage to or loss of use of the System or that could reasonably be expected to adversely affect the System.

   d. **No Alteration of Facility.** Purchaser shall not make any alterations or repairs to the Facility which could adversely affect the operation and maintenance of the System without Seller’s prior written consent. If Purchaser wishes to make such alterations or repairs, Purchaser shall give prior written notice to Seller, setting forth the work to be undertaken (except for emergency repairs, for which notice may be given by telephone), and give Seller the opportunity to advise Purchaser in making such alterations or repairs in a manner that avoids damage to the System, without notwithstanding any such advice. Purchaser shall be responsible for all damage to the System caused by Purchaser or its contractors only to the extent such alterations or repairs are not performed in accordance with Seller’s advise related thereto. To the extent that temporary disconnection or removal of the System is necessary to perform such alterations that are not otherwise required to maintain the System in good working order, such work and any replacement of the System after completion of Purchaser’s alterations and repairs, shall be done by Seller or its contractors at Purchaser’s cost. In addition, Purchaser shall pay Seller an amount equal to the sum of (i) payments that Purchaser would have made to Seller hereunder for electric energy that would have been produced by the System during such disconnection or removal; (ii) revenues that Seller would have received with respect to the System under the any rebate program and any other assistance program with respect to electric energy that
would have been produced during such disconnection or removal; (iii) revenues from Environmental Attributes that Seller would have received with respect to electric energy that would have been produced by the System during such disconnection or removal; and (iv) Tax Credits that Seller (or, if Seller is a pass-through entity for tax purposes, Seller’s owners) would have received with respect to electric energy that would have been produced by the System during such disconnection or removal. Determination of the amount of energy that would have been produced during any disconnection or removal shall be in accordance with the procedures in Section 11.b. All of Purchaser’s alterations and repairs will be done in a good and workmanlike manner and in compliance with all applicable laws, codes and permits.

e. **Outages.** Purchaser shall be permitted to be off line for a total of forty-eight (48) daylight hours (each, a “Scheduled Outage”) per calendar year during the Term, during which hours Purchaser shall not be obligated to accept or pay for electricity from the System; provided, however, that Purchaser must notify Seller in writing of each such Scheduled Outage at least forty-eight (48) hours in advance of the commencement of a Scheduled Outage. In the event that Scheduled Outages exceed a total of forty-eight (48) daylight hours per calendar year or there are unscheduled outages, in each case for a reason other than a Force Majeure event, Purchaser shall pay Seller an amount equal to the sum of (i) payments that Purchaser would have made to Seller hereunder for electric energy that would have been produced by the System during the outage; (ii) revenues that Seller would have received with respect to the System under the any rebate program and any other assistance program with respect to electric energy that would have been produced during the outage; (iii) revenues from Environmental Attributes that Seller would have received with respect to electric energy that would have been produced by the System during the outage; and (iv) Tax Credits that Seller (or, if Seller is a pass-through entity for tax purposes, Seller’s owners) would have received with respect to electric energy that would have been produced by the System during the outage. Determination of the amount of energy that would have been produced during the removal or disconnection shall be in accordance with the procedures in Section 11.b.

f. **Liens.** Purchaser shall not directly or indirectly cause, create, incur, assume or allow to exist any mortgage, pledge, lien, charge, security interest, encumbrance or other claim of any nature on or with respect to the System or any interest therein. Purchaser shall immediately notify Seller in writing of the existence of any such mortgage, pledge, lien, charge, security interest, encumbrance or other claim, shall promptly cause the same to be discharged and released of record without cost to Seller, and shall indemnify Seller against all costs and expenses (including reasonable attorneys’ fees) incurred in discharging and releasing any such mortgage, pledge, lien, charge, security interest, encumbrance or other claim, subject to the limitations of the Maine Tort Claims Act. Notwithstanding anything else herein to the contrary, pursuant to Section 20.a, Seller may grant a lien on the System and may assign, mortgage, pledge or otherwise collateralize its interests in this Agreement and the System to any Financing Party.

g. **Security.** Purchaser shall be responsible for using commercially reasonable efforts to maintain the physical security of the Facility and the System against known risks and risks that should have been known by Purchaser. Purchaser will not conduct activities on, in or about the Premises or the Facility that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the System.

h. **Insolation.** Purchaser understands that unobstructed access to sunlight (“Insolation”) is essential to Seller’s performance of its obligations and a material term of this Agreement. Purchaser shall not in any way cause and, where possible, shall not in any way permit any interference with the System’s Insolation. If Purchaser becomes aware of any activity or condition that could diminish the Insolation of the System, Purchaser shall notify Seller immediately and shall cooperate with Seller in preserving the System’s existing Insolation levels. The Parties agree that reducing Insolation would irreparably injure Seller, that such injury may not be adequately compensated by an award of money damages, and that Seller is entitled to seek specific enforcement of this Section 9.h against Purchaser. If Purchaser allows or causes any activity or condition that diminishes Insolation levels specified in Exhibit 2 Attachment A so as to cause energy generation of the System to fall more than 15 % below projections in Exhibit 1, Purchaser and Seller agree that until the activity ceases or conditions are returned to Insolation levels specified in Exhibit 2 Attachment A, Seller may bill for energy based on the amount of energy that would have been produced without loss of Insolation in accordance with the procedures in Section 11.b.

i. **Breakdown Notice.** Purchaser shall notify Seller within twenty-four (24) hours following the discovery by it of (i) any material malfunction in the operation of the System, or (ii) any occurrences that could reasonably be expected to adversely affect the System. Purchaser shall notify Seller immediately upon (i) an interruption in the supply of electrical energy from the System; or (ii) the discovery of an emergency condition respecting the System. Purchaser and Seller shall each designate personnel and establish procedures such that each Party may provide notice of such conditions requiring Seller’s repair or alteration at all times, twenty-four (24) hours per day, including weekends and holidays.
10. **Change in Law.**

“Change in Law” means (i) the enactment, adoption, promulgation, modification or repeal after the Effective Date of any applicable law or regulation; (ii) the imposition of any material conditions on the issuance or renewal of any applicable permit after the Effective Date of this Agreement (notwithstanding the general requirements contained in any applicable Permit at the time of application or issue to comply with future laws, ordinances, codes, rules, regulations or similar legislation), or (iii) a change in any utility rate schedule or tariff approved by any Governmental Authority which in the case of any of (i), (ii) or (iii), establishes requirements affecting owning, supplying, constructing, installing, operating or maintaining the System, or other performance of the Seller’s obligations hereunder and which has a material adverse effect on the cost to Seller of performing such obligations, provided that a change in federal, state, county or any other tax law after the Effective Date of this Agreement shall not be a Change in Law pursuant to this Agreement.

If any Change in Law occurs that has a material adverse effect on the cost to Seller of performing its obligations under this Agreement, then the Parties shall, within thirty (30) days following receipt by Purchaser from Seller of notice of such Change in Law, meet and attempt in good faith to negotiate amendments to this Agreement as are reasonably necessary to preserve the economic value of this Agreement to both Parties. If the Parties are unable to agree upon such amendments within such thirty (30) day period, then Seller shall have the right to terminate this Agreement without further liability to either Party except with respect to payment of amounts accrued prior to termination.

11. **Relocation of System.**

a. **System Relocation.** If Purchaser ceases to conduct business operations at the Facility, or otherwise vacates the Facility prior to the expiration of the Term, Purchaser shall have the option to provide Seller with a mutually agreeable substitute premises located within the same utility district as the terminated System or in a location with similar utility rates and Insolation. Purchaser shall provide written notice at least sixty (60) days but not more than one hundred eighty (180) days prior to the date that it wants to make this substitution. In connection with such substitution, Purchaser shall execute an amended agreement that shall have all of the same terms as this Agreement except for the (i) Effective Date; (ii) License, which will be amended to grant rights in the substitute premises, (iii) Term, which will be equal to the remainder of the Term of this Agreement calculated starting at the shutdown of the System pursuant to such relocation, and shall toll until the relocated System achieves commercial operation of such new location. Such amended agreement shall be deemed to be a continuation of this Agreement without termination. In addition, Purchaser shall be obligated to provide a new executed and notarized easement agreement covering the substitute premises in form and content substantially similar to the Easement Agreement. Purchaser shall also provide any new consents, estoppels, or acknowledgments reasonably required by Financing Parties in connection with the substitute premises.

b. **Costs of Relocation.** Purchaser shall pay all costs associated with relocation of the System, including all costs and expenses incurred by or on behalf of Seller in connection with removal of the System from the Facility and installation and testing of the System at the substitute facility and all applicable interconnection fees and expenses at the substitute facility, as well as costs of new title search and other out-of-pocket expenses connected to preserving and reaffirming the security interests of Seller’s Financing Parties in the System. In addition, Purchaser shall pay Seller an amount equal to the sum of (i) payments that Purchaser would have made to Seller hereunder for electric energy that would have been produced by the System during the relocation; (ii) revenues that Seller would have received with respect to the System under the any rebate program and any other assistance program with respect to electric energy that would have been produced during the relocation; (iii) revenues from Environmental Attributes that Seller would have received with respect to electric energy that would have been produced by the System during the relocation; and (iv) Tax Credits that Seller (or, if Seller is a pass-through entity for tax purposes, Seller’s owners) would have received with respect to electric energy that would have been produced by the System during the relocation. Determination of the amount of energy that would have been produced during the relocation shall be based, during the first Contract Year, on the estimated levels of production and, after the first Contract Year, based on actual operation of the System in the same period in the previous Contract Year, unless Seller and Purchaser mutually agree to an alternative methodology. “Contract Year” means the twelve-month period beginning at 12:00 AM on the Commercial Operation Date or on any anniversary of the Commercial Operation Date and ending at 11:59 PM on the day immediately preceding the next anniversary of the Commercial Operation Date, provided that the first Contract Year shall begin on the Commercial Operation Date.

c. **Adjustment for Insolation; Termination.** Seller shall remove the System from the vacated Facility prior to the termination of Purchaser’s ownership, lease or other rights to use such Facility. Seller will not be required to restore the Facility to its prior condition but shall promptly pay Purchaser for any damage caused by Seller during removal of the System, but not for normal wear and tear. If the substitute facility has inferior Insolation as compared to the original Facility, Seller shall have the right to make an adjustment to Exhibit 1 such that Purchaser’s payments to...
12. **Removal of System at Expiration.**

Upon the expiration or earlier termination of this Agreement (provided Purchaser does not exercise its purchase option), Seller shall, at its expense, remove all of its tangible property comprising the System from the Facility on a mutually convenient date, but in no event later than one-hundred and twenty (120) days after the expiration of the Term. Excluding ordinary wear and tear, the Facility shall be returned to its original condition, except for the removal of System mounting pads or other support structures permanently affixed to Purchaser’s buildings where such removal would compromise the building’s water proofing. In no case shall Seller’s removal of the System affect the integrity of Purchaser’s roof, which shall be as leak proof as it was prior to removal of the System and shall be flashed and/or patched to existing roof specifications. Seller shall not be obligated to remove any below grade structures, including foundations and conduits, or any roads. Seller shall leave the Facility in neat and clean order. If Seller fails to remove or commence substantial efforts to remove the System by such agreed upon date, Purchaser shall have the right, at its option, to remove the System to a public warehouse and restore the Facility to its original condition (other than ordinary wear and tear) at Seller’s cost. Purchaser shall provide sufficient space for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during System removal.

13. **Measurement.** Seller shall install one or more meter(s), as Seller deems appropriate, at or immediately before the Delivery Point to measure the output of the System. Such meter shall meet the general commercial standards of the solar photovoltaic industry or the required standard of the Utility. Seller shall maintain the meter(s) in accordance with industry standards. Seller may provide a remote accessible data logging and reporting system during the Term to enable Seller to remotely record the amount of electric energy generated by the System. During such time the monitoring and/or reporting system ceases to function, but not longer than 180 days, Seller may reasonably estimate the amount of electric energy that was generated and invoice Purchaser for such amount in accordance with Section 5. Within 180 days of invoicing estimated charges, the estimated production shall be compared to actual production based on a physical reading of the on-site meter and Seller shall issue an invoice or credit, as the case may be, to correct overages or underages that occurred during the period invoices were based on estimated production.

14. **Default, Remedies and Damages.**

a. **Default.** Any Party that fails to perform its responsibilities as listed below or experiences any of the circumstances listed below shall be deemed to be the “Defaulting Party”, the other Party shall be deemed to be the “Non-Defaulting Party”, and each event of default shall be a “Default Event”:

i. failure of a Party to pay any amount due and payable under this Agreement, other than an amount that is subject to a good faith dispute, within ten (10) days following receipt of written notice from the Non-Defaulting Party of such failure to pay (“Payment Default”);

ii. failure of a Party to substantially perform any other material obligation under this Agreement within thirty (30) days following receipt of written notice from the Non-Defaulting Party demanding such cure; provided, that such thirty (30) day cure period shall be extended (but not beyond ninety (90) days) if and to the extent reasonably necessary to cure the Default Event, if (A) the Defaulting Party initiates such cure within the thirty (30) day period and continues such cure to completion and (B) there is no material adverse effect on the Non-Defaulting Party resulting from the failure to cure the Default Event;

iii. if any representation or warranty of a Party proves at any time to have been incorrect in any material respect when made and is material to the transactions contemplated hereby, if the effect of such incorrectness is not cured within thirty (30) days following receipt of written notice from the Non-Defaulting Party demanding such cure;

iv. Purchaser loses its rights to occupy and enjoy the Premises;

v. a Party becomes insolvent or is a party to a bankruptcy, reorganization, insolvency, liquidation, receivership, dissolution, winding-up or relief of debtors, or any general assignment for the benefit of creditors or other similar arrangement or any event occurs or proceedings are taken in any jurisdiction with respect to the Party which has a similar effect, and, if any such bankruptcy or other proceedings were
vi. Purchaser prevents Seller from installing the System or otherwise failing to perform in a way that prevents the delivery of electric energy from the System. Such Default Event shall not excuse Purchaser’s obligations to make payments that otherwise would have been due under this Agreement.

b. Remedies

i. Remedies for Payment Default. If a Payment Default occurs, the Non-Defaulting Party may suspend performance of its obligations under this Agreement. Further, the Non-Defaulting Party may (A) at any time during the continuation of the Default Event, terminate this Agreement upon five (5) days prior written notice to the Defaulting Party, and (B) pursue any remedy under this Agreement, at law or in equity, including an action for damages.

ii. Remedies for Other Defaults. On the occurrence of a Default Event other than a Payment Default, the Non-Defaulting Party may (A) at any time during the continuation of the Default Event, terminate this Agreement or suspend its performance of its obligations under this Agreement, upon five (5) days prior written notice to the Defaulting Party, and (B) pursue any remedy under this Agreement, at law or in equity, including an action for damages. Nothing herein shall limit either Party’s right to collect damages upon the occurrence of a breach or a default by the other Party that does not become a Default Event. If Purchaser terminates this contract without cause prior to commencement of System installation a five thousand dollar ($5,000) design cancellation fee shall also apply in addition to any other remedy available to Seller.

iii. Damages Upon Termination by Default. Upon a termination of this Agreement by the Non-Defaulting Party as a result of a Default Event by the Defaulting Party, the Defaulting Party shall pay a Termination Payment to the Non-Defaulting Party determined as follows (the “Termination Payment”):

A. Purchaser. If Purchaser is the Defaulting Party and Seller terminates this Agreement, the Termination Payment to Seller shall be equal to the sum of (1) reasonable compensation, on a net after tax basis assuming a tax rate of thirty-five percent (35%), for the loss or recapture of (a) the investment tax credit equal to thirty percent (30%) of the System value; (b) MACRS accelerated depreciation equal to eighty five percent (85%) of the System value, (c) loss of any Environmental Attributes or Environmental Incentives that accrue or are otherwise assigned to Seller pursuant to the terms of this Agreement (Seller shall furnish Purchaser with a detailed calculation of such compensation if such a claim is made), (d) other financing and associated costs not included in (a), (b) and (c), (2) the net present value (using a discount rate of 8 percent [(1 + 8%)] of the projected payments over the Term post-termination, had the Term remained effective for the full Initial Term, (3) removal costs as provided in Section 14.b.iii.C and (4) any and all other amounts previously accrued under this Agreement and then owed by Purchaser to Seller. The Parties agree that actual damages to Seller in the event this Agreement terminates prior to the expiration of the Term as the result of a Default Event by Purchaser would be difficult to ascertain, and the applicable Termination Payment is a reasonable approximation of the damages suffered by Seller as a result of early termination of this Agreement. The Termination Payment shall not be less than zero.

B. Seller. If Seller is the Defaulting Party and Purchaser terminates this Agreement, the Termination Payment to Purchaser shall be equal to the sum of (1) all costs reasonably incurred by Purchaser in re-converting its electric supply to service from the Utility; (2) any removal costs incurred by Purchaser, and (3) any and all other amounts previously accrued under this Agreement and then owed by Seller to Purchaser. The Termination Payment shall not be less than zero.

C. Obligations Following Termination. If a Non-Defaulting Party terminates this Agreement pursuant to this Section 14.b, then following such termination, Seller shall, at the sole cost and expense of the Defaulting Party, remove the equipment (except for mounting pads and support structures) constituting the System. The Non-Defaulting Party shall take all commercially reasonable efforts to mitigate its damages as the result of a Default Event.
15. **Representations, Warranties and Covenants**

   **a. General Representations and Warranties.** Each Party represents and warrants to the other the following as of the Effective Date:

   i. Such Party is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; the execution, delivery and performance by such Party of this Agreement have been duly authorized by all necessary corporate, partnership or limited liability company action, as applicable, and do not and shall not violate any law; and this Agreement is valid obligation of such Party, enforceable against such Party in accordance with its terms (except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws now or hereafter in effect relating to creditors' rights generally).

   ii. Such Party has obtained all licenses, authorizations, consents and approvals required by any Governmental Authority or other third party and necessary for such Party to own its assets, carry on its business and to execute and deliver this Agreement; and such Party is in compliance with all laws that relate to this Agreement in all material respects.

   **b. Purchaser’s Representations, Warranties and Covenants.** Purchaser represents and warrants to Seller the following as of the Effective Date and covenants that throughout the Term:

   i. **License.** Purchaser has title to or a leasehold or other property interest in the Premises. Purchaser has the full right, power and authority to grant the License contained in Section 9.a. Such grant of the License does not violate any law, ordinance, rule or other governmental restriction applicable to Purchaser or the Facility and is not inconsistent with and will not result in a breach or default under any agreement by which Purchaser is bound or that affects the Facility. If Purchaser does not own the Premises or Facility, Purchaser has obtained all required consents from the owner of the Premises and/or Facility to grant the License and enter into and perform its obligations under this Agreement.

   ii. **Other Agreements.** Neither the execution and delivery of this Agreement by Purchaser nor the performance by Purchaser of any of its obligations under this Agreement conflicts with or will result in a breach or default under any agreement or obligation to which Purchaser is a party or by which Purchaser or the Facility is bound.

   iii. **Accuracy of Information.** All information provided by Purchaser to Seller, as it pertains to the Facility’s physical configuration, Purchaser’s planned use of the Facility, and Purchaser’s estimated electricity requirements, is accurate in all material respects.

   iv. **Purchaser Status.** Purchaser is not a public utility or a public utility holding company and is not subject to regulation as a public utility or a public utility holding company.

   v. **Hazardous Substances.** There are no Hazardous Substances at, on, above, below or near the Premises.

   vi. **No Pool Use.** No electricity generated by the System will be used to heat a swimming pool.

16. **System and Facility Damage and Insurance**

   **a. System and Facility Damage.**

   i. **Seller’s Obligations.** If the **System** is damaged or destroyed other than by Purchaser’s gross negligence or willful misconduct, Seller shall promptly repair and restore the System to its pre-existing condition; provided, however, that if more than fifty percent (50%) of the System is destroyed during the last five (5) years of the Initial Term or during any Additional Term, Seller shall not be required to restore the System, but may instead terminate this Agreement, unless Purchaser agrees (A) to pay for the cost of such restoration of the System or (B) to purchase the System “AS-IS” at the greater of (1) the Fair Market Value of the System and (2) the sum of the amounts described in Section 14.b.iii.A(1) and Section 14.b.iii.A(3).

   ii. **Purchaser’s Obligations.** If the **Facility** is damaged or destroyed by casualty of any kind or any other occurrence other than Seller’s gross negligence or willful misconduct, such that the operation of the System and/or Purchaser’s ability to accept the electric energy produced by the System are materially impaired or prevented, Purchaser shall promptly repair and restore the Facility to its pre-existing condition; provided,
17. Ownership; Option to Purchase

b. **Insurance Coverage.** At all times during the Term, Seller and Purchaser shall maintain the following insurance:

i. **Seller’s Insurance.** Seller shall maintain (A) property insurance on the System for the replacement cost thereof, (B) commercial general liability insurance with coverage of at least $1,000,000 per occurrence and $2,000,000 annual aggregate, (C) employer’s liability insurance with coverage of at least $1,000,000 and (iv) workers’ compensation insurance as required by law.

ii. **Purchaser’s Insurance.** Purchaser shall maintain commercial general liability insurance with coverage of at least the amount of Four Hundred Thousand Dollars ($400,000) per occurrence for causes of action pursuant to the Maine Tort Claims Act, and will be increased from time to time, if required to meet the maximum coverage provisions of the Maine Tort Claims Act, as it may be amended, and in at least the amount of one million dollars ($1,000,000) for each occurrence and two million dollars ($2,000,000) in the aggregate for causes of action pursuant to federal law or State law for which immunity is not provided under the Maine Tort Claims Act.

c. **Policy Provisions.** All insurance policies provided hereunder shall (i) contain a provision whereby the insurer agrees to give the party not providing the insurance (A) not less than ten (10) days written notice before the insurance is cancelled, or terminated as a result of non-payment of premiums, or (B) not less than thirty (30) days written notice before the insurance is otherwise cancelled or terminated, (ii) be written on an occurrence basis, and (iii) be maintained with companies either rated no less than A-VII as to Policy Holder’s Rating in the current edition of A.M. Best’s Insurance Guide or otherwise reasonably acceptable to the other party.

d. **Certificates.** Upon the other Party’s request each Party shall deliver the other Party certificates of insurance evidencing the above required coverage. A Party’s receipt, review or acceptance of such certificate shall in no way limit or relieve the other Party of the duties and responsibilities to maintain insurance as set forth in this Agreement.

e. **Deductibles.** Unless and to the extent that a claim is covered by an indemnity set forth in this Agreement, each Party shall be responsible for the payment of its own deductibles.

17. Ownership; Option to Purchase

a. **Ownership of System.** Throughout the Term (except as otherwise permitted in Section 20), Seller shall be the legal and beneficial owner of the System at all times, including all Environmental Attributes (unless otherwise specified on Exhibit 1), and the System shall remain the personal property of Seller and shall not attach to or be deemed a part of, or fixture to, the Facility or the Premises. Each of the Seller and Purchaser agree that the Seller (or the designated assignee of Seller permitted under Section 20) is the tax owner of the System and all tax filings and reports will be filed in a manner consistent with this Agreement. The System shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code. Purchaser covenants that it will use commercially reasonable efforts to place all parties having an interest in or a mortgage, pledge, lien, charge, security interest, encumbrance or other claim of any nature on the Facility or the Premises on notice of the ownership of the System and the legal status or classification of the System as personal property. If there is any mortgage or fixture filing against the Premises which could reasonably be construed as prospectively attaching to the System as a fixture of the Premises, Purchaser shall provide a disclaimer or release from such lienholder. If Purchaser is the fee owner of the Premises, Purchaser consents to the filing of a disclaimer of the System as a fixture of the Premises in the office where real estate records are customarily filed in the jurisdiction where the Facility is located. If Purchaser is not the fee owner, Purchaser will obtain such consent from such owner. Upon request, Purchaser agrees to deliver to Seller a non-disturbance agreement in a form reasonably acceptable to Seller from the owner of the Facility (if the Facility is leased by Purchaser), any mortgagee with a lien on the Premises, and other Persons holding a similar interest in the Premises. To the extent that Purchaser does not own the Premises or Facility, Purchaser shall provide to Seller immediate written notice of receipt of notice of eviction from the Premises or Facility or termination of Purchaser’s lease of the Premises and/or Facility.

b. **Option to Purchase.** Beginning on the fifth (5th) anniversary of the Commercial Operation Date (i.e., beginning in the sixth Contract Year), provided Purchaser is not in default under this Agreement, Purchaser shall annually have the option to purchase the Project from Seller at a price equal to the Fair Market Value of the Project at such anniversary date, plus, if applicable, a sum equal to the repayment or recapture of Applicable Solar Program or other...
governmental payments occasioned by the exercise of such option. Purchaser must provide a notification to Seller of its intent to purchase at least ninety (90) days and not more than one hundred eighty (180) days prior to the end of the applicable Contract Year or the Initial Term or Additional Term, as applicable, and the purchase shall be complete prior to the end of the applicable Contract Year or the Initial Term or Additional Term, as applicable. Any such purchase shall be on an as-is, where-is basis, and Seller shall not provide any warranty or other guarantee regarding the performance of the System, provided, however, that Seller shall assign to Purchaser any manufacturers warranties that are in effect as of the purchase, and which are assignable pursuant to their terms.

c. **Determination of Fair Market Value.** “Fair Market Value” means, in Seller’s reasonable determination, the greater of: (i) the amount that would be paid in an arm’s length, free market transaction, for cash, between an informed, willing seller and an informed willing buyer, neither of whom is under compulsion to complete the transaction, taking into account, among other things, the age, condition and performance of the System and advances in solar technology, provided that installed equipment shall be valued on an installed basis, shall not be valued as scrap if it is functioning and in good condition and costs of removal from a current location shall not be a deduction from the valuation, and (ii) for any given Contract Year, the amount set forth on Exhibit 4, Attachment A attached hereto. Seller shall determine Fair Market Value within thirty (30) days after Purchaser has exercised its option to Purchase the System. Seller shall give written notice to Purchaser of such determination, along with a full explanation of the calculation of Fair Market Value, including without limitation, an explanation of all assumptions, figures and values used in such calculation and factual support for such assumptions, figures and values. If Purchaser reasonably objects to Seller’s determination of Fair Market Value within thirty (30) days after Seller has provided written notice of such determination, the Parties shall select a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry to determine the Fair Market Value of the System. Such appraiser shall act reasonably and in good faith to determine the Fair Market Value of the System based on the formulation set forth herein, and shall set forth such determination in a written opinion delivered to the Parties. The valuation made by the appraiser shall be binding upon the Parties in the absence of fraud or manifest error. The costs of the appraisal shall be borne by the Parties equally. Upon purchase of the System, Purchaser will assume complete responsibility for the operation and maintenance of the System and liability for the performance of the System, and Seller shall have no further liabilities or obligations hereunder.

18. **Indemnification and Limitations of Liability.**

a. **General.** Each Party (the “Indemnifying Party”) shall defend, indemnify and hold harmless the other Party and the directors, officers, shareholders, partners, members, agents and employees of such other Party, and the respective affiliates of each thereof (collectively, the “Indemnified Parties”), from and against all loss, damage, expense, liability and other claims, including court costs and reasonable attorneys’ fees (collectively, “Liabilities”) resulting from any third party actions relating to the breach of any representation or warranty set forth in Section 15 and from injury to or death of persons, and damage to or loss of property to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, the Indemnifying Party (or its contractors, agents or employees) in connection with this Agreement; provided, however, that nothing herein shall require the Indemnifying Party to indemnify the Indemnified Party for any Liabilities to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, the Indemnified Party. This Section 18.a however, shall not apply to liability arising from any form of hazardous substances or other environmental contamination, such matters being addressed exclusively by Section 18.c.

b. **Notice and Participation in Third Party Claims.** The Indemnified Party shall give the Indemnifying Party written notice with respect to any Liability asserted by a third party (a “Claim”), as soon as possible upon the receipt of information of any possible Claim or of the commencement of such Claim. The Indemnifying Party may assume the defense of any Claim, at its sole cost and expense, with counsel designated by the Indemnifying Party and reasonably satisfactory to the Indemnified Party. The Indemnified Party may, however, select separate counsel if both Parties are defendants in the Claim and such defense or other form of participation is not reasonably available to the Indemnifying Party. The Indemnifying Party shall pay the reasonable attorneys’ fees incurred by such separate counsel until such time as the need for separate counsel expires. The Indemnified Party may also, at the sole cost and expense of the Indemnifying Party, assume the defense of any Claim if the Indemnifying Party fails to assume the defense of the Claim within a reasonable time. Neither Party shall settle any Claim covered by this Section 18.b unless it has obtained the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. The Indemnifying Party shall have no liability under this Section 18.b for any Claim for which such notice is not provided if that the failure to give notice prejudices the Indemnifying Party.

c. **Environmental Indemnification.** Seller shall indemnify, defend and hold harmless all of Purchaser’s Indemnified Parties from and against all Liabilities arising out of or relating to the existence at, on, above, below or near the Premises of any Hazardous Substance (as defined in Section 18.c.i) to the extent deposited, spilled or otherwise
19. **Force Majeure**

a. **“Force Majeure”** means any event or circumstances beyond the reasonable control of and without the fault or negligence of the Party claiming Force Majeure. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of electricity due to: an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the binding order of any Governmental Authority (provided that such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any Governmental Authority (provided that such action has been timely requested and diligently pursued); unavailability of electricity from the utility grid, equipment, supplies or products (but not to the extent that any such availability of any of the foregoing results from the failure of the Party claiming Force Majeure to have exercised reasonable diligence); and failure of equipment not utilized by or under the control of the Party claiming Force Majeure. Each Party shall promptly notify the other Party if it becomes aware of any Force Majeure event, and of no longer duration than is required by the Force Majeure event; and (ii) the suspension of or extension of time for performance is of no greater scope than the duration of the claimed Force Majeure event, gives the other Party prompt oral notice, followed by a written notice reasonably describing the event; (ii) the suspension of or extension of time for performance is of no greater scope and of no longer duration than is required by the Force Majeure event; and (iii) the Party affected by such Force Majeure event, as soon as reasonably practicable after obtaining knowledge of the occurrence of the claimed Force Majeure event, gives the other Party prompt oral notice, followed by a written notice describing the event; (ii) the suspension of or extension of time for performance is of no greater scope and of no longer duration than is required by the Force Majeure event; and (iii) the Party affected by such Force

b. Except as otherwise expressly provided to the contrary in this Agreement, if either Party is rendered wholly or partly unable to timely perform its obligations under this Agreement because of a Force Majeure event, that Party shall be excused from the performance affected by the Force Majeure event (but only to the extent so affected) and the time for performing such excused obligations shall be extended as reasonably necessary; provided that: (i) the Party affected by such Force Majeure event, as soon as reasonably practicable after obtaining knowledge of the occurrence of the claimed Force Majeure event, gives the other Party prompt oral notice, followed by a written notice describing the event; (ii) the suspension of or extension of time for performance is of no greater scope and of no longer duration than is required by the Force Majeure event; and (iii) the Party affected by such Force

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**Limitations on Liability**

i. **No Consequential Damages.** Except with respect to indemnification for third party claims pursuant to this Section 18 and damages that result from the willful misconduct of a Party, neither Party nor its directors, officers, shareholders, partners, members, agents and employees shall be liable for any indirect, special, incidental, exemplary, or consequential loss or damage of any nature arising out of their performance or non-performance hereunder even if advised of such. The Parties agree that (i) in the event that Seller is required to recapture any Tax Credits or other tax benefits as a result of a breach of this Agreement by Purchaser, such recaptured amount shall be deemed to be direct and not indirect or consequential damages, and (ii) in the event that Seller is retaining the Environmental Attributes produced by the System, and a breach of this Agreement by Purchaser causes Seller to lose the benefit of sales of such Environmental Attributes to third parties, the amount of such lost sales shall be direct and not indirect or consequential damages.

ii. **Actual Damages.** Except with respect to indemnification for third party claims pursuant to Section 18 and damages that result from the willful misconduct of Seller, Seller’s aggregate liability under this Agreement arising out of or in connection with the performance or non-performance of this Agreement shall not exceed the total payments made (or, as applicable, projected to be made) by Purchaser under this Agreement. The provisions of this Section 18.d.ii shall apply whether such liability arises in contract, tort (including negligence), strict liability or otherwise. Any action against Seller must be brought within one (1) year after the cause of action accrues.

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**Hazardous Substance**

- **“Hazardous Substance”** means any chemical, waste or other substance (A) which now or hereafter becomes defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic pollutants,” “pollution,” “pollutants,” “regulated substances,” or words of similar import under any laws pertaining to the environment, health, safety or welfare, (B) which is declared to be hazardous, toxic, or polluting by any Governmental Authority, (C) exposure to which is now or hereafter prohibited, limited or regulated by any Governmental Authority; (D) storage, use, handling, disposal or release of which is restricted or regulated by any Governmental Authority, or (E) for which remediation or clean up is required by any Governmental Authority.

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**Indemnification**

- Each Party shall promptly notify the other Party if it becomes aware of any Hazardous Substance on or about the Premises or the Premises generally or any deposit, spill or release of any Hazardous Substance.

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**Diligence**

- Failure of equipment not utilized by or under the control of the Party claiming Force Majeure.
20. Assignment and Financing

a. Assignment. This Agreement may not be assigned in whole or in part by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Seller may, without the prior written consent of Purchaser, (i) assign, mortgage, pledge or otherwise collateralize its interests in this Agreement and the System to any Financing Party, (ii) directly or indirectly assign this Agreement and the System to an affiliate or subsidiary of Seller, (iii) assign this Agreement and the System to any entity through which Seller is obtaining financing or capital for the System and (iv) assign this Agreement and the System to any person succeeding to all or substantially all of the assets of Seller (provided that Seller shall be released from liability hereunder as a result of any of the foregoing permitted assignments only upon assumption of Seller’s obligations hereunder by the assignee). In the event of any such assignment, the Seller shall be released from all its liabilities and other obligations under this Agreement. However, any assignment of Seller’s right and/or obligations under this Agreement, shall not result in any change to Purchaser’s rights and obligations under this Agreement. Purchaser’s consent to any other assignment shall not be unreasonably withheld if Purchaser has been provided with reasonable proof that the proposed assignee (x) has comparable experience in operating and maintaining photovoltaic solar systems comparable to the System and providing services comparable to those contemplated by this Agreement and (y) has the financial capability to maintain the System and provide the services contemplated by this Agreement in the manner required by this Agreement. This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees.

b. Financing. The Parties acknowledge that Seller may obtain construction and long-term financing or other credit support from one or more Financing Parties. “Financing Parties” means person or persons providing construction or permanent financing to Seller in connection with construction, ownership, operation and maintenance of the System, or if applicable, means, if applicable, any person to whom Seller has transferred the ownership interest in the System, subject to a leaseback of the System from such person. Both Parties agree in good faith to consider and negotiate changes or additions to this Agreement that may be reasonably requested by the Financing Parties; provided, that such changes do not alter the fundamental economic terms of this Agreement. In connection with any assignment pursuant to Section 20.a(i)-(iv), Purchaser agrees to execute any consent, estoppel or acknowledgement in form and substance reasonably acceptable to such Financing Parties.

c. Successor Servicing. The Parties further acknowledge that in connection with any construction or long term financing or other credit support provided to Seller or its affiliates by Financing Parties, that such Financing Parties may require that Seller or its affiliates appoint a third party to act as backup or successor provider of operation and maintenance services with respect to the System and/or administrative services with respect to this Agreement (the “Successor Provider”). Purchaser agrees to accept performance from any Successor Provider so appointed so long as such Successor Provider performs in accordance with the terms of this Agreement.

21. Confidentiality and Publicity

a. Confidentiality. If either Party provides confidential information, including business plans, strategies, financial information, proprietary, patented, licensed, copyrighted or trademarked information, and/or technical information regarding the design, operation and maintenance of the System or of Purchaser’s business (“Confidential Information”) to the other or, if in the course of performing under this Agreement or negotiating this Agreement a Party learns Confidential Information regarding the facilities or plans of the other, the receiving Party shall (a) protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (b) refrain from using such Confidential Information, except in the negotiation and performance of this Agreement, including but not limited to obtaining financing for the System. Notwithstanding the above, a Party may provide such Confidential Information to its, officers, directors, members, managers, employees, agents, contractors and consultants (collectively, “Representatives”), and affiliates, lenders,
and potential assignees of this Agreement (provided and on condition that such potential assignees be bound by a written agreement or legal obligation restricting use and disclosure of Confidential Information). Each such recipient of Confidential Information shall be informed by the Party disclosing Confidential Information of its confidential nature and shall be directed to treat such information confidentially and shall agree to abide by these provisions. In any event, each Party shall be liable (with respect to the other Party) for any breach of this provision by any entity to whom that Party improperly discloses Confidential Information. The terms of this Agreement (but not its execution or existence) shall be considered Confidential Information for purposes of this Section 21.a, except as set forth in Section 21.b. All Confidential Information shall remain the property of the disclosing Party and shall be returned to the disclosing Party or destroyed after the receiving Party’s need for it has expired or upon the request of the disclosing Party. Each Party agrees that the disclosing Party would be irreparably injured by a breach of this Section 21.a by the receiving Party or its Representatives or other person to whom the receiving Party discloses Confidential Information of the disclosing Party and that the disclosing Party may be entitled to equitable relief, including injunctive relief and specific performance, in the event of a breach of the provision of this Section 21.a. To the fullest extent permitted by applicable law, such remedies shall not be deemed to be the exclusive remedies for a breach of this Section 21.a, but shall be in addition to all other remedies available at law or in equity.

b. Permitted Disclosures. Notwithstanding any other provision in this Agreement, neither Party shall be required to hold confidential any information that (i) becomes publicly available other than through the receiving Party, (ii) is required to be disclosed to a Governmental Authority under applicable law or pursuant to a validly issued subpoena (but a receiving Party subject to any such requirement shall promptly notify the disclosing Party of such requirement to the extent permitted by applicable law), (iii) is independently developed by the receiving Party or (iv) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality. If disclosure of information is required by a Governmental Authority, the disclosing Party shall, to the extent permitted by applicable law, notify the other Party of such required disclosure promptly upon becoming aware of such required disclosure and shall cooperate with the other Party in efforts to limit the disclosure to the maximum extent permitted by law.

22. **Goodwill and Publicity.** Neither Party shall use any name, trade name, service mark or trademark of the other Party in any promotional or advertising material without the prior written consent of each other Party. The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of this Agreement, and such information shall be held by both Parties as confidential for the duration of this Agreement or such longer period as may be requested by the disclosing Party. Each Party agrees that the disclosing Party would be irreparably injured by a breach of this Agreement and shall be entitled to reasonable attorneys’ fees and costs. Notwithstanding any other provision in this Agreement, neither Party shall be required to use any name, trade name, service mark or trademark of the other Party in any promotional or advertising material without the prior written consent of each other Party. The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of this Agreement, and such information shall be held by both Parties as confidential for the duration of this Agreement or such longer period as may be requested by the disclosing Party. Each Party agrees that the disclosing Party would be irreparably injured by a breach of this Agreement and shall be entitled to reasonable attorneys’ fees and costs.

23. **Miscellaneous Provisions**

a. **Choice of Law.** The law of the state where the System is located shall govern this Agreement without giving effect to conflict of laws principles.

b. **Arbitration and Attorneys’ Fees.** The Parties shall negotiate in good faith and attempt to resolve any dispute, controversy or claim arising out of or relating to this Agreement (a “Dispute”) within 30 days after the date that a Party gives written notice of such Dispute to the other Party. If, after such negotiation, the Dispute remains unresolved, and if the Parties mutually agree, Disputes arising in connection with or under this Agreement, may be finally resolved by binding arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules/Fast Track Procedures. Unless otherwise agreed in writing by the Parties, any Dispute proceeding shall be held in Cumberland County, Maine. If binding arbitration is approved by both Parties in writing, any such decision rendered by the arbitrator shall be final, binding, and non-appealable. If the Parties agree, a mediator may be consulted prior to arbitration. The prevailing party in any dispute arising out of this Agreement shall be entitled to reasonable attorneys’ fees and costs.

c. **Notices.** All notices under this Agreement shall be in writing and shall be by personal delivery, electronic mail, overnight courier, or regular, certified, or registered mail, return receipt requested, and deemed received upon personal delivery, acknowledgment of receipt of electronic transmission, the promised delivery date after deposit with overnight courier, or five (5) days after deposit in the mail. Notices shall be sent to the person identified in this Agreement at the addresses set forth in this Agreement or such other address as either party may specify in writing. Each party shall deem a document emailed or electronically sent in PDF form to it as an original document.
d. **Survival.** Provisions of this Agreement that should reasonably be considered to survive termination of this Agreement shall survive. For the avoidance of doubt, surviving provisions shall include, without limitation, Section 15 (Representations and Warranties), Section 8.h (No Warranty), Section 16.b (Insurance Coverage), Section 18 (Indemnification and Limits of Liability), Section 21 (Confidentiality and Publicity), Section 23.a (Choice of Law), Section 23.b (Arbitration and Attorneys’ Fees), Section 23.c (Notices), Section 23.e (Comparative Negligence), Section 23.f (Non-Dedication of Facilities), Section 23.m (Service Contract), Section 23.n (No Partnership) Section 23.o (Full Agreement, Modification, Invalidity, Counterparts, Captions) and Section 23.p (No Third Party Beneficiaries).

e. **Further Assurances.** Each of the Parties hereto agree to provide such information, execute and deliver any instruments and documents and to take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Agreement and which do not involve the assumptions of obligations other than those provided for in this Agreement, to give full effect to this Agreement and to carry out the intent of this Agreement.

f. **Right of Waiver.** Each Party, in its sole discretion, shall have the right to waive, defer or reduce any of the requirements to which the other Party is subject under this Agreement at any time (other than with respect to and/or relating to the obligation to make any payment due under this Agreement); provided, however that neither Party shall be deemed to have waived, deferred or reduced any such requirements unless such action is in writing and signed by the waiving Party. No waiver will be implied by any usage of trade, course of dealing or course of performance. A Party’s exercise of any rights hereunder shall apply only to such requirements and on such occasions as such Party may specify and shall in no event relieve the other Party of any requirements or other obligations not so specified. No failure of either Party to enforce any term of this Agreement will be deemed to be a waiver. No exercise of any right or remedy under this Agreement by Purchaser or Seller shall constitute a waiver of any other right or remedy contained or provided by law. Any delay or failure of a Party to exercise, or any partial exercise of, its rights and remedies under this Agreement shall not operate to limit or otherwise affect such rights or remedies. Any waiver of performance under this Agreement shall be limited to the specific performance waived and shall not, unless otherwise expressly stated in writing, constitute a continuous waiver or a waiver of future performance.

g. **Comparative Negligence.** It is the intent of the Parties that where negligence is determined to have been joint, contributory or concurrent, each Party shall bear the proportionate cost of any Liability.

h. **Non-Dedication of Facilities.** Nothing herein shall be construed as the dedication by either Party of its facilities or equipment to the public or any part thereof. Neither Party shall knowingly take any action that would subject the other Party, or other Party’s facilities or equipment, to the jurisdiction of any Governmental Authority as a public utility or similar entity. Neither Party shall assert in any proceeding before a court or regulatory body that the other Party is a public utility by virtue of such other Party’s performance under this agreement. If Seller is reasonably likely to become subject to regulation as a public utility, then the Parties shall use all reasonable efforts to restructure their relationship under this Agreement in a manner that preserves their relative economic interests while ensuring that Seller does not become subject to any such regulation. If the Parties are unable to agree upon such restructuring, Seller shall have the right to terminate this Agreement without further liability, and Seller shall remove the System in accordance with Section 11 of this Agreement.

i. **Estoppel.** Either Party hereto, without charge, at any time and from time to time, within five (5) business days after receipt of a written request by the other party hereto, shall deliver a written instrument, duly executed, certifying to such requesting party, or any other person specified by such requesting Party: (i) that this Agreement is unmodified and in full force and effect, or if there has been any modification, that the same is in full force and effect as so modified, and identifying any such modification; (ii) whether or not to the knowledge of any such party there are then existing any offsets or defenses in favor of such party against enforcement of any of the terms, covenants and conditions of this Agreement and, if so, specifying the same and also whether or not to the knowledge of such party the other party has observed and performed all of the terms, covenants and conditions on its part to be observed and performed, and if not, specifying the same; and (iii) such other information as may be reasonably requested by the requesting Party. Any written instrument given hereunder may be relied upon by the recipient of such instrument, except to the extent the recipient has actual knowledge of facts contained in the certificate.

j. **Capacity & Ancillary Services.** Seller shall be entitled to receive any payments for electric capacity (including savings in the form of reduced demand charges) or ancillary services that may become available as a result of the construction or operation of the System. Purchaser shall provide reasonable assistance to Seller in order for Seller to receive such payments, and if Purchaser is deemed to be the owner or provider of such capacity or services, Purchaser shall assign the same to Seller, provided that Seller shall be responsible for the preparation and
submission of any necessary applications or other documents. If Purchaser receives any payments in respect of capacity or such services it shall promptly pay them over to Seller.

k. **No Resale of Electricity.** Except as contemplated by the provisions of this Agreement, the electricity purchased by Purchaser from Seller under this Agreement shall not be resold, assigned or otherwise transferred to any other person without prior approval of the Seller, which approval shall not be unreasonably withheld, and Purchaser shall not take any action which would cause Purchaser or Seller to become a utility or public service company.

l. **Seller Is Not A Utility.** Neither Party shall assert that Seller is an electric utility or public service company or similar entity that has a duty to provide service, is subject to rate regulation, or is otherwise subject to regulation by any governmental authority as a result of Seller’s obligations or performance under this Agreement.

m. **Service Contract.** The Parties intend this Agreement to be a “service contract” within the meaning of Section 7701(e)(3) of the Internal Revenue Code of 1986. Purchaser will not take the position on any tax return or in any other filings suggesting that it is anything other than a purchase of electricity from the System.

n. **No Partnership.** No provision of this Agreement shall be construed or represented as creating a partnership, trust, joint venture, fiduciary or any similar relationship between the Parties. No Party is authorized to act on behalf of the other Party, and neither shall be considered the agent of the other.

o. **Full Agreement, Modification, Invalidity, E-Signature, Counterparts, Captions.** This Agreement, together with any Exhibits, completely and exclusively states the agreement of the Parties regarding its subject matter and supersedes all prior proposals, agreements, or other communications between the Parties, oral or written, regarding its subject matter. This Agreement may be modified only by a writing signed by both Parties. If any provision of this Agreement is found unenforceable or invalid, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole. In such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law. This Agreement may be electronically signed in any number of separate counterparts and each counterpart shall be considered an original and together shall comprise the same Agreement. Electronic signatures shall be the same as handwritten signatures for the purposes of validity, enforceability and admissibility. The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement.

p. **Forward Contract.** The transaction contemplated under this Agreement constitutes a “forward contract” within the meaning of the United States Bankruptcy Code, and the Parties further acknowledge and agree that each Party is a “forward contract merchant” within the meaning of the United States Bankruptcy Code.

q. **No Third Party Beneficiaries.** Except for assignees, and Financing Parties permitted under Section 20, this Agreement and all rights hereunder are intended for the sole benefit of the Parties hereto and shall not imply or create any rights on the part of, or obligations to, any other Person.

r. **Bonding.**

i. **Performance bond liability.** Any performance bond issued for a site or system will cease one (1) year from the completion of construction. If a warranty or guarantee is provided under the terms of this Agreement, the balance of any warranty or guarantee beyond one year term of the applicable performance bond shall continue to be guaranteed solely by Seller under the terms of this Agreement. The performance bond does not guarantee any property restorative requirements.

ii. **Payment bond liability.** Any payment bond issued will cease at the termination of any time required by law.

iii. **Performance Guarantee.** Neither payment bonds, whether for labor or materials, nor performance bonds are applicable to any specified performance guarantee.
### Exhibit 4
#### Attachment A
#### Termination Payment

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<td>20</td>
<td>Section 14.b.iii.A</td>
<td>§●</td>
</tr>
<tr>
<td>21</td>
<td>Section 14.b.iii.A</td>
<td>§●</td>
</tr>
<tr>
<td>22</td>
<td>Section 14.b.iii.A</td>
<td>§●</td>
</tr>
<tr>
<td>23</td>
<td>Section 14.b.iii.A</td>
<td>§●</td>
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<tr>
<td>24</td>
<td>Section 14.b.iii.A</td>
<td>§●</td>
</tr>
<tr>
<td>25</td>
<td>Section 14.b.iii.A</td>
<td>§●</td>
</tr>
<tr>
<td>After Year 25</td>
<td>Fair Market Value</td>
<td></td>
</tr>
</tbody>
</table>

*End of Exhibit 4*
Exhibit 5  
Form of Memorandum of License

NOTICE OF GRANT OF INTEREST IN REALTY

Notice is hereby given that pursuant to a Solar Power Purchase Agreement between the parties listed below, dated as of [●] (the “Solar Agreement”), such Solar Agreement includes the grant of License to Seller, pursuant to the terms of the Solar Agreement (the “License”). This notice may be executed in counterparts by the Parties to the Solar Agreement.

Parties to the Solar Agreement:

Seller: ReVision Impact Fund 3 LLC  
c/o ReVision Energy Inc.  
55 Bell St.  
Portland, ME 04103

Purchaser: Town of Cumberland  
290 Tuttle Road  
Cumberland, ME 04021

Date of Execution of Solar Agreement:

Description of Premises: See Attachment A

TERM OF AGREEMENT:

The term of the License shall be for a period commencing on the Effective Date of the Solar Agreement and expiring on the date that is one hundred and twenty (120) days following the date of expiration or termination of the Term (as that phrase is defined in the Solar Agreement) of the Solar Agreement. The Term of the Solar Agreement shall expire on the twenty-fifth (25th) anniversary of the Commercial Operation Date (as that phrase is defined in the Solar Agreement), subject to extension of up two (2) Additional Terms (as that phrase is defined in the Solar Agreement) of five (5) years each, or early termination pursuant to the terms of the Solar Agreement.

[signature pages follow]
Exhibit 5
Attachment A
Description of the Premises

[To be included in execution version.]
IN WITNESS WHEREOF, this Notice has been executed and delivered under seal on this [●] day of [●], 2018.

GRANTOR:

Town of Cumberland

By: ______________________________________
Print Name: ______________________________
Title: ____________________________________

STATE OF __________ : ss.
COUNTY OF __________ : ss.

Be it Remembered, that on this ___ day of __________________, 20__, before me, a Notary Public in and for the State and County aforesaid, personally appeared ____________, who acknowledged him/herself to be ____________ of ____________, and that he/she as such ____________, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

_______________________________________________
Notary Public
My Commission expires:

GRANTEE:

ReVision Impact Fund 3 LLC

By: ______________________________________
Print Name: ______________________________
Title: ____________________________________

STATE OF __________ : ss.
COUNTY OF __________ : ss.

Be it Remembered, that on this ___ day of ____________, 20__, before me, a Notary Public in and for the State and County aforesaid, personally appeared ____________, who acknowledged him/herself to be ____________ of ____________, and that he/she as such ____________, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

_______________________________________________
Notary Public
My Commission expires:

[FOR FORM PURPOSES ONLY – DO NOT EXECUTE]

End of Exhibit 5
EASEMENT AGREEMENT

This EASEMENT AGREEMENT (this “Agreement”) is made and entered into this [●] day of [●], 2018 (the “Effective Date”), by and between Town of Cumberland (“Grantor”), a Maine Town with a mailing address of 290 Tuttle Road, Cumberland, ME 04021 and ReVision Impact Fund 3 LLC (“Grantee”), a Maine limited liability company with a mailing address of 55 Bell St., Portland, Maine 04103.

Recitals

A. Grantor is the owner of those certain parcels or tracts of ground located in Cumberland, Cumberland County in the State of Maine, and more particularly described by metes and bounds on Attachment A attached hereto and incorporated herein (all of which parcels or tracts of ground are referred to herein as the “Premises”).

B. Grantor and Grantee entered into a certain Solar Power Purchase Agreement (the “Solar Agreement”) pursuant to which the Grantee has agreed to design, construct, install, operate and maintain a certain solar photovoltaic system on the Premises (the “System”) for the purpose of providing electric energy to portions of the facilities or facility (the “Facility”) located on the Premises.

C. Grantee desires to grant to Grantee the rights described herein for the purposes of designing, installing, operating, maintaining and removing the System on and from the Premises.

Agreement

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements set forth below, and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged and confirmed by Grantor, Grantor and Grantee hereby agree as follows:

1. Grant of Easement. Grantor hereby grants and conveys unto Grantee, its successors and assigns, a non-exclusive easement for the period of time set forth herein, across, over, under and above the Facility in order to construct, install, alter, protect, repair, maintain, replace, operate, maintain and remove the System, including any related interconnection equipment and any facilities or equipment appurtenant thereto as Grantee may from time to time require. Grantor also hereby grants and conveys unto Grantee all other easements across, over, under and above the Premises as reasonably necessary to provide access to and services reasonably required for Grantee’s performance under the Solar Agreement. The easements granted hereunder shall run with and burden the Premises for the term of this Agreement.

2. Term. This Agreement shall be for a period commencing on the Effective Date and expiring on the date that is one hundred and twenty (120) days following the date of expiration or termination of the Term (as that phrase is defined in the Solar Agreement) of the Solar Agreement. The Parties acknowledge that the Term of the Solar Agreement shall expire on the twenty-fifth (25th) anniversary of the Commercial Operation Date (as that phrase is defined in the Solar Agreement), subject to extension of up to two (2) Additional Terms (as that phrase is defined in the Solar Agreement) of five (5) years each, or early termination pursuant to the terms of the Solar Agreement. No delay or interruption by Grantee in the use or enjoyment of any right or easement hereby granted shall result in the loss, limitation or abandonment of any of the rights, title, interest, easement or estate granted hereby.

3. Obstructions. In addition to the rights afforded Grantee under the Solar Agreement, Grantee may from time to time remove structures, trees, bushes, or other obstructions within such portions of the Facility, and may level and grade such portions of the Premises, to the extent reasonably necessary to carry out the purposes set forth herein; provided that Grantor gives its prior written consent to such removal, leveling or grading, such consent not to be unreasonably withheld, delayed or conditioned. Grantor covenants for itself, its heirs, successors and assigns that:

   a. Grantor will not build or place, or allow to be built or placed, any structure or obstruction of any kind within such portions of the Facility on which is located any portion of the System, including any related interconnection equipment; and

   b. if such a structure or obstruction is built or placed within any portion of the Facility on which is located any portion of the System, including any related interconnection equipment, Grantor will remove the same at the request of the Grantee at no cost to the Grantee. Grantee may erect a fence on such portions of the Premises or the Facility on which any portion of the System, are located in order to exclude Grantor and others from

Exhibit 6
Form of Easement Agreement
accessing such areas provided that Grantor gives its prior written consent, such consent not to be unreasonably withheld, delayed or conditioned.

4. **Reservation of Rights.** Grantor reserves the right to use or authorize others to use the Premises and the Facility in any manner not inconsistent with or which will not unreasonably interfere with the rights granted herein, provided, however, that Grantor shall not, nor shall permit others to, disturb the System, including any related interconnection equipment, in any way without prior written approval of the Grantee.

5. **Title.** Grantor represents and warrants to Grantee that (a) Grantor holds fee simple title to the Premises, free and clear of all liens and any other encumbrances, and (b) no lien or other encumbrance to which the Premises is subject would reasonably be expected to adversely impact Grantee’s rights hereunder or under the Solar Agreement. Grantor further represents and warrants to Grantee that Grantor has the right to execute and deliver this Agreement and to grant to Grantee the easements and other rights hereunder, and that such grant does not, and will not, violate or breach Grantor’s organizational documents, any law, rule or regulation, or any contract, agreement or arrangement to which Grantor is a party or by or to which any of Grantor’s assets or properties, including the Premises or the Facility, is bound or subject. In the event that, after the date of this Agreement, Grantor duly grants a mortgage for additional value (the “Subsequent Mortgage”), Grantor shall, prior to and as a condition to the effectiveness of such grant of a mortgage, cause the mortgagee under the Subsequent Mortgage to execute and deliver to the Grantee an agreement, in customary form and in form and substance reasonably acceptable to Grantee, acknowledging the subordination of the Subsequent Mortgage to the grant of the easement pursuant to this Agreement (the “Subordinating Agreement”).

6. **Recordation; Possession.** This Agreement may be recorded against the Premises by Grantee at Grantee’s sole cost and expense. Grantor covenants and agrees, for itself and its assigns and successors, that the Grantee shall be entitled to exercise its rights under this Agreement upon execution and delivery of this Agreement by the Parties hereto, whether or not this Agreement is recorded.

7. **Governing Law.** This Agreement shall be governed by, and interpreted and construed in accordance with, the laws of the state where the Premises is located, without regard to conflicts of law principles.

8. **Severability.** All provisions of this Agreement are severable and the invalidity or unenforceability of any provision shall not affect or impair the validity or enforceability of the remaining provisions.

9. **Binding Effect; Successors and Assigns.** Grantee shall have the right to assign, apportion, or otherwise transfer any or all of its rights under this Agreement upon execution and delivery of this Agreement by the Parties hereto, whether or not this Agreement is recorded.

10. **Headings.** The headings used herein are for convenience only and are not to be used in interpreting this Agreement.

11. **Entire Agreement.** This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof and supersedes any prior written or oral agreements with respect to the matters described herein.

12. **Amendments; Acknowledgments.** Grantor shall cooperate in amending this Agreement from time to time to include any provision that may be reasonably requested by Grantee’s lender, any assignee of rights under this Agreement, or the lender of any assignee hereunder.

13. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed the original, but which together shall constitute one and the same instrument.

[signature pages follow]
Exhibit 6
Attachment A
Description of the Premises and Facility

[To be included in execution version.]
IN WITNESS WHEREOF, this Easement Agreement has been executed and delivered under seal on this [●] day of [●], 2018.

GRANTOR:
Town of Cumberland

By: ________________________________
Print Name: ________________________________
Title: ________________________________

STATE OF ____________

COUNTY OF ____________

Be it Remembered, that on this ___ day of ___________________, 20__, before me, a Notary Public in and for the State and County aforesaid, personally appeared ________________, who acknowledged him/her to be ________________ of ________________, and that he/she as such ________________, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

_______________________________________________
Notary Public
My Commission expires:

GRANTEE:
ReVision Impact Fund 3 LLC

By: ________________________________
Print Name: ________________________________
Title: ________________________________

STATE OF ____________

COUNTY OF ____________

Be it Remembered, that on this ___ day of ___________________, 20__, before me, a Notary Public in and for the State and County aforesaid, personally appeared ________________, who acknowledged him/her to be ________________ of ________________, and that he/she as such ________________, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

_______________________________________________
Notary Public
My Commission expires:

[FOR FORM PURPOSES ONLY – DO NOT EXECUTE]

End of Exhibit 6
ITEM 18-065

To adopt a Town Council Resolution re: 2019 M.S.A.D. 51 proposed budget
I move to adopt the following Cumberland Town Council Resolution;

Whereas, the Town Council recognizes that it is responsible for setting the Municipal Budget and that the MSAD 51 Board of Directors sets the school budget; AND

Whereas, the Town Council supports and values the quality of education MSAD 51 provides for the students of Cumberland and North Yarmouth; AND

Whereas, the Town Council recognizes that the quality of the schools attract many young families to the Town for the opportunity to raise their children in the school system; AND

Whereas, the Town Council is also sensitive to the fact that many residents of the Town have limited or fixed incomes that make them vulnerable to tax increases; AND

Whereas, the Town Council values the work of the MSAD 51 Board of Directors and seeks to continue to work collaboratively with the Board; AND

Whereas, recent MSAD 51 assessment increases have placed a significant burden on many members of the community; AND

Whereas, the average age of residents of the Town of Cumberland is nearly 51 and nearly 75% of all Cumberland households do not have children who attend schools in the District; AND
Whereas, the Town Council understands and is sensitive to the impacts of the loss of State Funding for Education as the Town has lost over a half a million dollars in Revenue Sharing from the State over the past five years;

Now, therefore, be it resolved;

For the reasons set forth above, the Town Council hereby respectfully requests that the MSAD 51 Board of Directors conduct an additional review of the MSAD 51 FY 2019 Budget Proposal to determine if there are any services or programs that could be delayed or reduced in some manner in order to lessen the impacts of the proposed school assessment to the Town of Cumberland for the upcoming fiscal year.

Respectfully submitted this 14th Day of May, 2018 and signed by the Town Council members listed below:

__________________________________________
Michael Edes, Chairman

__________________________________________  ____________________________________________
Ron Copp Jr. Vice-Chair                       George Turner

__________________________________________  ____________________________________________
William Stiles                                Peter Bingham

__________________________________________  ____________________________________________
Shirley Storey-King                           Thomas Gruber
ITEM 18-066

To consider and act on a Wharfing Out Permit for 7 Ebb Tide Drive (Map U06B/Lot 11), as recommended by the Coastal Waters Commission
April 18, 2018

Mr. Michael Edes, Chairman  
Cumberland Town Council  
290 Tuttle Road  
Cumberland, Maine 04021

Re: Wharfing Out Permit Request- Abigail H. Bliss  
7 Ebb Tide Drive, Cumberland, Map U06B, Lot 11

Dear Chairman Edes:

On Wednesday, April 18, 2018 the Cumberland Coastal Waters Commission held a Public Hearing at Town Hall regarding the application for an Access and Seasonal Dock located at 7 Ebb Tide Drive owned by Abigail H. Bliss.

A completed and corrected application is on file at Town Hall and the minutes to our meeting are attached to this recommendation along with the updated drawings.

The Commission has found the application to be complete and offers the following recommendations as conditions of approval to their request for a Wharfing Out Permit pursuant to the Town’s Code  
Chapter 226 Shoreland Zoning § 226-25 Piers, wharves, docks, bridges, floats and other structures:
The **Commission recommends approval** of the Permit Application subject to the following conditions:

1. A building permit be obtained and the Code Enforcement Officer shall visit the site during construction.
2. An onsite final inspection with Baker Design Consultants shall be performed by the Code Enforcement Officer prior to departure of the general contractor.
3. The homeowner is encouraged to minimize disturbance along the top of the embankment.
4. No lighting of the pier or docks shall be permitted with this application.
5. All marine floats, floatation pieces, ramps, docks, and the miscellaneous materials currently stored in the cove shall be removed by November 15th. The float and gangway are to be stored offsite and the dock sections can be stored on the upland property.
6. A.C.O.E permit must be received prior to the Town Council meeting May 14, 2018.
7. Abutters will be re-notified that a 6:30 p.m., May 14th meeting has been scheduled to review the application or answer questions with the engineer Baker Design Consultants.
8. A minimum clearance of 5’ 6” within close proximity to the high water mark and within the intertidal zone is required. Revised drawings shall be submitted prior to April 30th to the Town Manager and the Coastal Waters Commission for approval.
9. Any change in use of the proposed application shall require a new application and Public Hearing before the Coastal Waters Commission. This application approval was for a residential use of the property owner.

I will be at your meeting on May 14, 2018 to answer any questions you may have related to the Commission’s public hearing, site walk or deliberations on this application.

Sincerely,

David Witherill, Chairman
Coastal Water’s Commission

cc: William R. Shane, Town Manager
BLISS SHORE ACCESS & SEASONAL DOCK

CUMBERLAND FORESIDE, MAINE
PROJECT NO. 17-39
April 11, 2018

Bill Shane, Town Manager  
David Witherill, Chair, Coastal Waters Commission  
Bill Longley, Code Enforcement Officer  
Town of Cumberland  
290 Tuttle Road  
Cumberland, ME 04021

Subject: Application for Shoreland/Wharfing Out Permits  
Bliss Shore Access and Seasonal Dock; Map U06B, Lot 11, 7 Ebb Tide Drive, Cumberland

Dear Sirs,

Please accept the enclosed application package for Shoreland and Wharfing Out Permits for the Bliss Shore Access and Seasonal Dock project located at 7 Ebb Tide Drive, Cumberland (Map U06B, Lot 11). The following sections briefly outline the project scope and current status of regulatory approvals. Complete application forms are appended to this letter along with the required attachments and a check for the $150 application fee.

Narrative of the Work Activity:
The project involves the installation of an embankment stair to provide access to the shore from the upland residential property, and a seasonal (temporary) dock to provide tidal access to the waters of Broad Cove from the Bliss property for private, recreational use.

The proposed embankment stair consists of a 4’ wide x 19’-6” long timber stairway that crosses the coastal embankment.

The proposed seasonal dock consists of seven (7) stationary aluminum dock sections measuring 4’ x 16’ for a total length of 112’, a 4’ x 30’ articulating ramp, and a 10’x20’ timber float. The dock is the minimum length necessary to span over the upper intertidal marsh area and allow the float to ground out on the mud flat at low tide. The entire dock, floats, and support structure will be installed for less than 7 months per year, meeting Maine DEP and the Town of Cumberland’s definition of a Temporary Structure. The moorings that restrain the float and dock will be left in place year-round. The proposed dock includes ladders on each side to minimize any disruption to public access across the intertidal marsh when installed. Off-season storage of the dock will be on the upland property in compliance with all applicable Shoreland Zoning regulations or at an offsite location.

Status of Regulatory Permits:
The project involves installation of an embankment stair and seasonal dock on tidal/navigable waters. The following permits are required from Maine DEP, Army Corps of Engineers, and the Town of Cumberland.

- Maine DEP: Permit by Rule filed on 12/28/17 for Shore Access Stairway, Approved January 2018. A permit is not required from Maine DEP for the seasonal dock, which is designed to meet the NRPA definition of a temporary structure and is therefore exempt from the NRPA. A copy of the PBR application form is provided in Attachment 8.
- ACOE Permit – An application was filed with ACOE in January 2018. As of the filing of this application, the approved permit has not yet been received. Based on recent correspondence with Jay Clement of ACOE, it is anticipated that the permit will be received prior to the CWC hearing on April 18. A copy of the permit will be provided to the Town when received.
- Town of Cumberland, Shoreland and Wharfing Out Permits – This application.
Support Documents (with page reference):
The following support documents are provided.

ATTACHMENT 1  AGENT AUTHORIZATION .......................................................... 3
ATTACHMENT 2  SHORELAND PERMIT APPLICATION ........................................ 4
ATTACHMENT 3  PROPERTY DEED ............................................................... 11
ATTACHMENT 4  PROPERTY PLAN .............................................................. 14
ATTACHMENT 5  HABITAT TYPES PRESENT ..................................................... 15
ATTACHMENT 6  PLAN FOR SEASONAL INSTALLATION AND REMOVAL .......... 16
ATTACHMENT 7  EROSION CONTROL PLAN ................................................... 21
ATTACHMENT 8  STATE AND FEDERAL PERMITS ............................................. 22
ATTACHMENT 9  PROJECT PLANS .............................................................. 24

Please contact me with any questions regarding this application.

Sincerely,

BAKER DESIGN CONSULTANTS, Inc.

Daniel Bannon, PE – Senior Project Engineer
DJB
JN: 17-39

CC (by email): Abigail Bliss – Property Owner
Barney Baker, PE – Baker Design Consultants
Agent Authorization

Abigail Bliss
7 Ebb Tide Drive
Cumberland Foreside, ME 04110

By signing below, I authorize Daniel Bannon, PE of Baker Design Consultants to act as agent for the purpose of permit communication on applications filed for the proposed embankment stair and temporary dock installation project located at 7 Ebb Tide Drive, Cumberland Foreside, Maine (Town of Cumberland Tax Map U06B, Lot 11).

Signed: Abigail Bliss
Date: 11/29/17
### Town of Cumberland
#### Shoreland Zoning Permit Application

**GENERAL INFORMATION**

<table>
<thead>
<tr>
<th>1. APPLICANT</th>
<th>2. APPLICANT ADDRESS</th>
<th>3. APPLICANT PHONE NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Abigail H. Bliss</td>
<td>7 Ebbtide Drive Cumberland Foreside, ME 04110</td>
<td>(207) 233-7117</td>
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<tr>
<th>4. PROPERTY OWNER</th>
<th>5. AGENT ADDRESS</th>
<th>6. AGENT PHONE NUMBER</th>
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<tbody>
<tr>
<td>Same as Applicant Agent: Daniel Bannon, PE</td>
<td>Baker Design Consultants 7 Spruce Road Freeport, ME 04032</td>
<td>(207) 846-9724</td>
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<table>
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<tr>
<th>7. CONTRACTOR:</th>
<th>8. CONTRACTOR'S ADDRESS:</th>
<th>9. CONTRACTOR'S PHONE NUMBER:</th>
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<table>
<thead>
<tr>
<th>10. LOCATION / ADDRESS OF PROPERTY</th>
<th>11. TAX MAP &amp; LOT NUMBER AND DATE LOT WAS CREATED</th>
<th>12. ZONING DISTRICT</th>
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<tr>
<td>7 Ebbtide Drive Cumberland Foreside, ME</td>
<td>Map U6B, Lot 11</td>
<td>LDR, SOD</td>
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**13. DESCRIPTION OF PROPERTY INCLUDING A DESCRIPTION OF ALL PROPOSED CONSTRUCTION, E.G. LAND CLEARING, ROAD BUILDING, SEPTIC SYSTEMS AND WELLS (PLEASE NOTE THAT A SITE PLAN SKETCH IS REQUIRED ON PAGE 3).**

The Bliss property, located at 7 Ebbtide Drive, is a +/-1.2 acre waterfront parcel with 220’+/- of tidal frontage on Broad Cove. The shoreline is characterized by a steep vegetated coastal slope, followed by an upper fringe marsh area approximately 100’-120’ wide, followed by a shallow sloping mudflat that extends to low water approximately 1500’ from shore.

The applicant is proposing to construct a 4’ wide embankment stair to provide access down the coastal slope. This activity is eligible for Permit-by-Rule authorization by Maine DEP.

The applicant also proposes the seasonal installation of a temporary dock structure that will be located in the vicinity of the new embankment stair. The proposed dock consists of (7) 4’ x16’ stationary aluminum sections, a 4’ x30’ aluminum ramp, and a 10’ x20’ timber float. The entire dock is seasonal and will be in place for less than 7 months per year. The new dock will provide private recreational access to Broad Cove for launching kayaks and swimming.

**14. PROPOSED USE OF PROJECT**

Private, recreational water access for adjacent residential property.

**15. ESTIMATED COST OF CONSTRUCTION**

$50,000
### SHORELAND PROPERTY INFORMATION

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<th>16. LOT AREA (SQ. FT.)</th>
<th>17. FRONTAGE ON ROAD (FT.)</th>
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<td>52,000 SF</td>
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<th>18. SQ. FT. OF LOT TO BE COVERED BY NON-VEGETATED SURFACES</th>
<th>19. ELEVATION ABOVE 100 YEAR FLOOD</th>
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<tr>
<td>No Change</td>
<td>Pier Deck = 9.25' NAVD88</td>
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<tr>
<td></td>
<td>Base Flood Elevation = 9.33' NAVD88</td>
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<th>20. FRONTAGE ON WATERBODY (FT.)</th>
<th>21. HEIGHT OF PROPOSED STRUCTURE</th>
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</thead>
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<tr>
<td>+/- 220ft</td>
<td>Pier clearance above beach varies with section Refer to Plans.</td>
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<th>22. EXISTING USE OF PROPERTY</th>
<th>23. PROPOSED USE OF PROPERTY</th>
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<tbody>
<tr>
<td>Residential</td>
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**NOTE:** Questions 24 & 25 apply only to expansions of portions of existing structures which are less than the required setback from the high water mark.

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<th>24 A) TOTAL FLOOR AREA OF PORTION OF STRUCTURE WHICH IS LESS THAN REQUIRED SETBACK AS OF 1/1/89 (SQ. FT.)</th>
<th>25 A) TOTAL VOLUME OF PORTION OF STRUCTURE WHICH IS LESS THAN REQUIRED SETBACK AS OF 1/1/89 (CU. FT.)</th>
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<tr>
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<td></td>
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<table>
<thead>
<tr>
<th>24 B) FLOOR AREA OF EXPANSIONS OF PORTION OF STRUCTURE WHICH IS LESS THAN REQUIRED SETBACK FROM 1/1/89 TO PRESENT (SQ. FT.)</th>
<th>25 B) VOLUME OF EXPANSIONS OF PORTION OF STRUCTURE WHICH IS LESS THAN REQUIRED SETBACK FROM 1/1/89 TO PRESENT (CU. FT.)</th>
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<th>24 C) FLOOR AREA OF PROPOSED EXPANSION OF PORTION OF STRUCTURE WHICH IS LESS THAN REQUIRED SETBACK (SQ. FT.)</th>
<th>25 C) VOLUME OF PROPOSED EXPANSION OF PORTION OF STRUCTURE WHICH IS LESS THAN REQUIRED SETBACK (CU. FT.)</th>
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<th>24 D) % INCREASE OF FLOOR AREA OF ACTUAL AND PROPOSED EXPANSIONS OF PORTION OF STRUCTURE WHICH IS LESS THAN REQUIRED SETBACK SINCE 1/1/89 (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(% INCREASE = (B+C)/A x 100)</td>
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</tbody>
</table>

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<tr>
<th>25 D) % INCREASE OF VOLUME OF ACTUAL AND PROPOSED EXPANSIONS OF PORTION OF STRUCTURE WHICH IS LESS THAN REQUIRED SETBACK SINCE 1/1/89 (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(% INCREASE = (B+C)/A x 100)</td>
</tr>
</tbody>
</table>
SITE PLAN

PLEASE INCLUDE: LOT LINES; AREA TO BE CLEARED OF TREES AND OTHER VEGETATION; THE EXACT POSITION OF PROPOSED STRUCTURES, INCLUDING DECKS, PORCHES, AND OUT BUILDINGS WITH ACCURATE SETBACK DISTANCES FROM THE SHORELINE, SIDE AND REAR PROPERTY LINES; THE LOCATION OF PROPOSED WELLS, SEPTIC SYSTEMS, AND DRIVeways; AREAS AND AMOUNTS TO BE FILLED OR GRADED. IF THE PROPOSAL IS FOR THE EXPANSION OF AN EXISTING STRUCTURE, PLEASE DISTINGUISH BETWEEN THE EXISTING STRUCTURE AND THE PROPOSED EXPANSION.

NOTE: FOR ALL PROJECTS INVOLVING FILLING, GRADING, OR OTHER SOIL DISTURBANCE, YOU MUST PROVIDE A SOIL EROSION CONTROL PLAN DESCRIBING THE MEASURE TO BE TAKEN TO STABILIZE DISTURBED AREAS BEFORE, DURING, AND AFTER CONSTRUCTION. (See attached guidelines.)

Refer to Plans located in Attachment B.

<table>
<thead>
<tr>
<th>Sheet No.</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>G-1</td>
<td>Coversheet</td>
</tr>
<tr>
<td>C-1</td>
<td>Site Plan</td>
</tr>
<tr>
<td>S-1</td>
<td>Dock Plan &amp; Profile</td>
</tr>
<tr>
<td>S-2</td>
<td>Stair Plan, Profile, &amp; Details</td>
</tr>
</tbody>
</table>

Scale: _____ inches = _____ feet.
Exterior Elevations

Draw a simple sketch showing both existing and proposed structures with dimensions:

Refer to plans located in Attachment 8.

<table>
<thead>
<tr>
<th>Sheet No.</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>G-1</td>
<td>Coversheet</td>
</tr>
<tr>
<td>C-1</td>
<td>Site Plan</td>
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<tr>
<td>S-1</td>
<td>Dock Plan &amp; Profile</td>
</tr>
<tr>
<td>S-2</td>
<td>Stair Plan, Profile, &amp; Details</td>
</tr>
</tbody>
</table>

Front or Rear Elevation

Side Elevation

Scale: _____ inches = _____ feet.

4
ADDITIONAL PERMITS, APPROVALS, AND/OR REVIEWS REQUIRED

CHECK IF REQUIRED:

☐ PLANNING BOARD REVIEW APPROVAL (e.g. Subdivision, Site Plan Review)

☐ BOARD OF APPEALS REVIEW APPROVAL

☐ FLOOD HAZARD DEVELOPMENT PERMIT

☐ EXTERIOR PLUMBING PERMIT (Approved HHE-200 Application Form)

☐ INTERIOR PLUMBING PERMIT

☐ D.E.P. PERMIT (Site Location, Natural Resource Protection Act)

☐ ARMY CORPS OF ENGINEERS PERMIT (e.g. Sec. 404 of Clean Waters Act)

☐ ARMY CORPS OF ENGINEERS PERMIT (e.g. Sec. 404 of Clean Waters Act)

OTHERS:

☐ Army Corps Permit (General Permit)  ☐

☐  ☐

NOTE: Applicant is advised to consult with the Code Enforcement Officer and appropriate State and Federal agencies to determine whether additional permits, approvals, and reviews are required.

I CERTIFY THAT ALL INFORMATION GIVEN IN THIS APPLICATION IS ACCURATE. ALL PROPOSED USES SHALL BE IN CONFORMANCE WITH THIS APPLICATION AND THE CUMBERLAND SHORELAND ZONING ORDINANCE. I AGREE TO FUTURE INSPECTIONS BY THE CODE ENFORCEMENT OFFICER AT REASONABLE HOURS.

Refer to Agent Authorization in Attachment 1  4/11/2018

APPLICANT'S SIGNATURE

AGENT'S SIGNATURE (if applicable)

DATE

DATE

* If the person signing the application is not the owner or lessee of the property, then that person shall submit a letter of authorization from the owner or lessee.
APPROVAL OR DENIAL OF APPLICATION
(For Office Use Only)

THIS APPLICATION IS: MAP ______ LOT ______

☐ APPROVED ☐ DENIED

IF APPROVED, THE FOLLOWING CONDITIONS ARE PRESCRIBED:

IF DENIED, REASON FOR DENIAL:

NOTE: IN APPROVING A SHORELAND ZONING PERMIT, THE PROPOSED USE SHALL COMPLY WITH THE PURPOSES AND REQUIREMENTS OF THE SHORELAND ZONING ORDINANCE FOR THE TOWN OF CUMBERLAND.

______________________________________________
CODE ENFORCEMENT OFFICER

______________________________________________
DATE

* This permit will expire one year from the date of issuance, if no substantial start is made in construction.

INSPECTION CHECKLIST:

☐ Prior to Clearing and Excavation

☐ Prior to Foundation Pour

☐ Prior to Final Landscaping

☐ Prior to Occupancy

Permit # ___________

Fee Amount ___________

6
ATTACHMENT 3  PROPERTY DEED

WARRANTY DEED
(Maine Statutory Short Form)

Shirley T. Strong, of Cumberland, Maine, for valuable consideration, grants to Abigail H. Bliss, with a mailing address of 8556 Deerway Drive, Cincinnati, Ohio, 45236, with Warranty Covenants, the following described real property situated at 7 Ebb Tide Drive, Cumberland, Cumberland County, Maine:

A certain lot or parcel of land with the buildings thereon, situated in said Cumberland, and being more particularly described on Exhibit A attached hereto and made a part hereof.

Meaning and intending to convey the same premises described in a deed from William B. Strong to Grantor dated October 6, 1973, and recorded in the Cumberland County Registry of Deeds in Book 3481, Page 22. Reference is also made to deed dated October 9, 1970, recorded in Book 3146, Page 602.

Witness my hand this 29th day of September, 1999.

[Signature]
Shirley T. Strong

[Signature]
Marian S. More

WITNESS

STATE OF CONNECTICUT

Personally appeared the above named Shirley T. Strong, known to me or proved by satisfactory evidence to be the person subscribing above, and acknowledged the foregoing instrument to be his free act and deed.

Before me,

[Signature]
Kate E. Schiff
Notary Public

Printed Name

Comm Exp. 11-30-2008 (seal)
A certain lot or parcel of land, with the buildings thereon, situated in the Town of Cumberland, County of Cumberland, State of Maine bounded and described as follows:

Lot No. 11 as shown on "Supplemental Plan of Subdivision for Pettapiece and Kuehling, Broad Cove Meadows, Cumberland Foreside, Maine" made by C.R. Storer, Inc., dated July 17, 1970 and recorded in Cumberland County Registry of Deeds, Plan Book 83, Page 31, together with the right in common with others to the use of the easement marked "C" on said Plan, and the sewage disposal system located therein for the purpose of sewage disposal from the lot hereby conveyed, and with the right to enter upon the land subject to said easement for the purposes of repair, replacement and maintenance of said sewage disposal system.

Together with my right, title and interest in the flats and shore rights adjacent to the parcel hereby conveyed, subject to the reservations to M. Carman Pettapiece and Russell N. Kuehling, their heirs and assigns of so much thereof as may be included within the 50' strip shown on said Plan as aforesaid, for the purposes set out in Item 4 of the rights of way and easements granted hereinbelow.

A portion of the 10 foot right of way and of the shore and beach within the 50 foot strip referred to in items 3 and 4 of the rights, rights of way and easements granted below, are located on the premises hereby conveyed, and said premises are conveyed subject to such rights, rights of way and easements for the purposes set out in said items over that part of the premises hereby conveyed on which they are located.

The premises hereby conveyed are conveyed subject to that portion of the 20 foot drainage easement located thereon and subject to an easement granted New England Telephone and Telegraph Company by deed recorded in said Registry of Deeds in Book 3108, Page 3.

Also conveying the following rights, rights of way and easements shown on said Supplemental Plan of Broad Cove Meadows dated July 17, 1970, recorded in said Registry, to be used in common with the M. Carman Pettapiece and Russell N. Kuehling, their heirs and assigns, viz:

1. Over Island View Drive and Ebb Tide Drive as delineated on said Plan, for travel on foot and by vehicle.

2. Under said Island View Drive and Ebb Tide Drive for water, sewerage, telephone and electric lines in a manner which will not interfere with the construction of or travel on said Drive.
3. Over the 10 foot right of way along the 20 foot drainage easement both delineated on said Plan and extending from the southeasterly end of Ebb Tide Drive in a southeasterly and southwesterly direction, for travel on foot to and from the shore.

4. To use the shore and beach within the 50 foot strip shown on said Plan extending from the southwesterly end of the above mentioned 10 foot right of way to mean high water mark as shown on said Plan, and insofar as the Grantor has the right to do so, over said 50 foot strip extended southwesterly on the same course to low water mark, all for the use of the owners of property in the development known as Broad Cove Meadows, their families and guests, for bathing and temporary landing of boats, but for no other purpose.
ATTACHMENT 4  PROPERTY PLAN
ATTACHMENT 6  PLAN FOR SEASONAL INSTALLATION AND REMOVAL

The proposed dock is seasonal and will be removed in the offseason for storage. The entire dock and its support components are seasonal and will be in place for less than 7 months of the year in accordance with Maine DEP and Town of Cumberland requirements for classification as a Temporary Structure. The moorings that restrain the float and dock will remain in place year-round.

In order to facilitate seasonal installation and removal, a light-weight aluminum structure is proposed. For an example of the type of dock proposed, several catalog pages from Great Northern Docks are provided on the following pages.

The installation will generally follow the procedure outlined below:

1. Delivery of the dock components will be completed by land over the upland property. The aluminum dock sections are lightweight and may be carried down the embankment stair to the shore for installation at low-water. The floating dock may need to be floated in to the site due to its heavier weight and lack of easy access from shore.

2. The seasonal dock is supported on aluminum pipe supports with feet installed at the ground level to support the dock on the intertidal marsh. Helical mooring anchors are installed as hold-downs to restrain the dock. The pipes and feet are removed seasonally, leaving no fixed components in place during the off-season. The pipe supports and dock components will be installed at low water conditions when the intertidal area is not submerged to allow for “in the dry” installation in conformance with the ACOE recommendations.

3. Seasonal removal will be completed using a similar procedure to installation with removal completed in the dry at low water. The dock components will be removed and carried to their storage location on the upland property in accordance with Shoreland Zoning requirements. The float will be towed away for winter storage at an offsite location. The mooring anchors will be left in place year round.
The DuraLITE aluminum dock design combines form with function in one of the strongest aluminum dock frames available on the market. Everything about the DuraLITE is designed to be easy, low maintenance, strong and more attractive. Its external frame has a unique track, built in for convenient attachment of accessories and connecting brackets for joining sections together. With easy to carry frames and removable deck panels, installation could be done by one or two people. This is our premium dock for use in medium to large water bodies, or for bigger recreational boats.

Removable deck panels provide easier portability and prevention of damage from impending storm surges.

Dura-LITE Stationary
All stationary sections come with built-in corner sockets for holding dock legs flush to the frame for a clean outer edge. The deep sockets stabilize the legs and help keep legs plumb during installation. Galvanized steel legs can be driven into the mud or sand, providing a firm platform for tying boats.

<table>
<thead>
<tr>
<th>Size</th>
<th>Frame Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>4'x10'</td>
<td>92 lb</td>
</tr>
<tr>
<td>6'x10'</td>
<td>118 lb</td>
</tr>
<tr>
<td>4'x12'</td>
<td>110 lb</td>
</tr>
<tr>
<td>4'x16'</td>
<td>139 lb</td>
</tr>
</tbody>
</table>

Dura-LITE Stationary 5
Made in Maine for the harsh conditions of big water, fresh or salt, the Dura-LITE superior strength comes from heavy duty 6" tubular frames, offering maximum resistance to flexing from vertical load and twisting forces. Compare this to channel and truss frame style docks which have very little resistance to twisting forces.

Sections of Dura-LITE join together, end to end, side to side, or end to side using the snap-on J-Brackets. Simply snap the J-Brackets onto the track of the frame to provide a ledger for the adjoining section.
**DuraLITE**

**Dock Sections**

<table>
<thead>
<tr>
<th>Size</th>
<th>Frame Weight</th>
<th>Part #</th>
</tr>
</thead>
<tbody>
<tr>
<td>4'x10'</td>
<td>93 lb</td>
<td>8800DL</td>
</tr>
<tr>
<td>6'x10'</td>
<td>118 lb</td>
<td>8900DL</td>
</tr>
<tr>
<td>4'x12'</td>
<td>110 lb</td>
<td>8950DL</td>
</tr>
<tr>
<td>4'x16'</td>
<td>139 lb</td>
<td>9416DL</td>
</tr>
</tbody>
</table>

**Decking Options**

- Cedar
- Synthetic (Gray)
- Synthetic (Cedar)

The transition piece between dock and shore, DuraLite Ramps are hinged at the end toward the dock so the ramp can slope between the two elevations. Its low profile enables the ramp to blend into the landscape, minimizing the step height. The decking is removable for easy portability.

**RAMPS**

<table>
<thead>
<tr>
<th>Size</th>
<th>Frame Weight</th>
<th>Part #</th>
</tr>
</thead>
<tbody>
<tr>
<td>4'X 5'</td>
<td>37 lb</td>
<td>9568DL</td>
</tr>
<tr>
<td>4' X 10'</td>
<td>61 lb</td>
<td>9567DL</td>
</tr>
<tr>
<td>6'X 5'</td>
<td>49 lb</td>
<td>9650</td>
</tr>
<tr>
<td>6' X 10'</td>
<td>77 lb</td>
<td>9710</td>
</tr>
</tbody>
</table>

**Dura-LITE Stationary 7**
ATTACHMENT 7   EROSION CONTROL PLAN

The project involves no grading, bulldozing, digging, scraping of earth, or filling to the upland property, intertidal, or subtidal areas. There will be minimal soil disturbances during installation of the helical support piles for the embankment stair, and during seasonal installation and removal of the temporary dock that may result in short-term, localized sedimentation. Impact from this activity will be minimal beyond that experienced during normal tidal cycles.

During the off-season, all seasonal components will be stored in a suitable upland location in compliance with local Shoreland Zoning regulations.

The following standard erosion control notes are provided on the project plans.

EROSION CONTROL NOTES

1. APPLICATION OF TEMPORARY AND PERMANENT EROSION CONTROL MEASURES FOR THE PROJECT SHALL BE IN ACCORDANCE WITH PROCEDURES AND SPECIFICATIONS OF THE MAINE EROSION AND SEDIMENT CONTROL HANDBOOK FOR CONSTRUCTION; BEST MANAGEMENT PRACTICES. LATEST ED. THIS PUBLICATION IS ALSO AVAILABLE ONLINE AT http://www.maine.gov/dep/land/escbmps/.

2. DOCK COMPONENTS WILL BE DELIVERED AND INSTALLED EITHER FROM THE UPLAND PROPERTY WITH ACCESS OVER THE MARSH AT LOW WATER CONDITIONS TO MINIMIZE SOIL DISTURBANCE AND EROSION, OR BY SEA AT HIGH WATER CONDITIONS WITHOUT IMPACTING INTERTIDAL SEABED.
ATTACHMENT 8  STATE AND FEDERAL PERMITS

Copies of the following State and Federal Permits are provided in this section:

- Maine DEP: Permit by Rule filed on 12/28/17 for Shore Access Stairway, Approved January 2018. A permit is not required from Maine DEP for the seasonal dock, which is designed to meet the NRPA definition of a temporary structure and is therefore exempt from the NRPA. A copy of the PBR application form is provided in Attachment 8.
- ACOE Permit – An application was filed with ACOE in January 2018. As of the filing of this application, the approved permit has not yet been received. Based on recent correspondence with Jay Clement of ACOE, it is anticipated that the permit will be received prior to the CWC hearing on April 18. A copy of the permit will be provided to the Town when received.
ABIGAIL BLISS
7 Ebb Tide Drive
Cumberland Foreside
04110

Baker Design Consultants, Attn: Daniel Banne, PE
207-846-9724

DEPARTMENT OF ENVIRONMENTAL PROTECTION
NRPA PERMIT BY RULE NOTIFICATION FORM
(For use with DEP Regulation, Natural Resources Protection Act--Permit by Rule Standards, Chapter 305)

Name of Applicant: Abigail Bliss (owner)
Applicant Mailing Address: 7 Ebb Tide Drive
Town/City: Cumberland Foreside
State and Zip code: 04110
Daytime Phone #: (include area code): 207-846-9724

Name of Agent: Baker Design Consultants, Attn: Daniel Banne, PE
Agent Phone #: (include area code): 207-846-9724
PROJECT Information
Name of Town/City: Cumberland Foreside
Name of Wetland or Waterbody: Broad Cove
Map #: U6B
Lot #: 11
Detailed Directions to Site: From Rt. 88 in Cumberland, turn east onto Fern lane, travel 190 ft, turn left onto Island View Dr for 350 ft, turn right onto Ebb Tide DR. Travel 600 FT, driveway on the right.
approx. 250-ft to shore.

UTM Northing: 4841138
UTM Easting: 399705

Description of Project: The project consists of installation of an embankment stair for access to the shore from the adjacent upland property.

Part of a larger project? Yes
After the Fact? Yes
Check one: This project □ does (or) □ does not involve work below mean low water (average low water).

- Sec. 2) Act. Adj. to Protected Natural Res. (check one) □
- Sec. (3) Intake Pipes □
- Sec. (4) Replacement of Structures □
- Sec. (5) REPEALED □
- Sec. (6) Movement of Rocks or Vegetation □
- Sec. (7) Outfall Pipes □
- Sec. (8) Shoreline stabilization □
- Sec. (9) Utility Crossing □
- Sec. (10) Stream Crossing □
- Sec. (11) State Transportation Facil. □
- Sec. (12) Restoration of Natural Areas □
- Sec. (13) F&W Creation/Enhance/Water Quality Improvement □
- Sec. (14) REPEALED □
- Sec. (15) Public Boat Ramps □
- Sec. (16) Coastal Sand Dune Projects □
- Sec. (17) Transfers/Permit Extension □
- Sec. (18) Maintenance Dredging □
- Sec. (19) Activities In/on/over significant vernal pool habitat □
- Sec. (20) Activities located in/on/over high or moderate value inland waterfowl & wading bird habitat or shorebird feeding & roosting areas □

NRPA PERMIT BY RULE (PBR) SECTIONS: (Check at least one)
I am filing notice of my intent to carry out work which meets the requirements for Permit By Rule (PBR) under DEP Rules, Chapter 305. I and my agents, if any, have read and will comply with all of the standards in the Sections checked below.

NOTIFICATION FORMS CANNOT BE ACCEPTED WITHOUT THE NECESSARY ATTACHMENTS:
- Attach a check for the correct fee, payable to: "Treasurer, State of Maine". The current fee for NRPA PBR Notifications can be found at the Department's website: http://www.maine.gov/dep/feesched.pdf
- Attach a U.S.G.S. topo map or Maine Atlas & Gazetteer map with the project site clearly marked.
- Attach Proof of Legal Name if applicant is a corporation, LLC, or other legal entity. Provide a copy of Secretary of State's registration information (available at http://crs.lib.maine.gov/). Individuals and municipalities are not required to provide any proof of identity.
- Attach photos of the proposed site where activity will take place as required in PBR Sections checked above.
- Attach all other required submissions as outlined in the PBR Sections checked above.

I authorize staff of the Departments of Environmental Protection, Inland Fisheries & Wildlife, and Marine Resources to access the project site for the purpose of determining compliance with the rules. I also understand that this permit is not valid until approved by the Department or 14 days after receipt by the Department, whichever is less.

By signing this Notification Form, I represent that the project meets all applicability requirements and standards in the rule and that the applicant has sufficient title, right, or interest in the property where the activity takes place.

Signature of Agent or Applicant: ___________________________ Date: December 28, 2017

DEP/Office Use Only
PBR # FP Date Staff Acc. Date Def. Date After Photos

DEPLW0311-02013
ATTACHMENT 9  PROJECT PLANS

The Permit Plan set includes the following sheets:

- SHEET G-1     COVERSHEET
- SHEET C-1     SITE PLAN
- SHEET S-1     DOCK PLAN AND PROFILE
- SHEET S-2     STAIR PLAN, PROFILE, AND DETAILS
ITEM
18-067

To authorize the Town Manager to execute a gift letter to A.H. Grover for work donated at the new Central Fire Station
MEMORANDUM

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

To: Town Council
From: William Shane, Town Manager
Date: May 10, 2018
Re: 18-067 Gift Letter – A.H. Grover

A.H. Grover, and particularly Ben Grover, Lee Grover and Stewart Orser, have gone above and beyond the requirements of the contracted work at the Central Fire Station. These efforts have resulted in a higher quality of product for the renovated fire station in the areas that are rarely seen or noticed. The often unrecognized pieces of construction are drainage, compaction, improved maneuverability, and grade control to the highest level of accuracy. AH Grover excels in each of these areas and is the standard for how they perform their work every day, and particularly for the Town of Cumberland. They have donated, far more, of their time, labor, and equipment then outlined on the attached invoice.

I am requesting that the Town Council authorize a gift letter for tax purposes, as well as a sincere thank you on behalf of the Town Council and Town of Cumberland for all of A.H. Grover’s efforts and generosity on this important community project.
Town of Cumberland  
Attn: Bill Shane  
290 Tuttle Road  
Cumberland, ME 04021

RE: Cumberland Fire Department Extra Work

4/5/18 Cut pavement and excavate along west end of station, place gravel. Cleaned up snow piles behind station. Cut new proposed paved areas out, placed gravel behind station.
- 228 Excavator - 6 hrs. @ 145.00 per hr. 870.00
- Tri Axle #41 - 6 hrs. @ 75.00 per hr. 450.00
- Labor - 6 hrs. @ 40.00 per hr. 240.00
- 84” Hypac Compactor - 1 hr. @ 85.00 per hr. 85.00
- 102 cuyds. 3” crushed gravel @ 14.00 per cuyd. 1428.00
- 66 cuyds. ¾” crushed gravel @ 17.99 per cuyd. 1122.00

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Daily Total</strong></td>
<td><strong>4,195.00</strong></td>
</tr>
</tbody>
</table>

4/6/18 Fine grade new proposed paved area. Install granite door step. Loam around area and stone drip edge (All in addition to design plan)
- 650 Dozer - 6 hrs. @ 125.00 per hr. 750.00
- 228 Excavator - 6 hrs. @ 145.00 per hr. 870.00
- Labor - 10 hrs. @ 40.00 per hr. 400.00
- 84” Hypac Compactor - 1 hr. @ 85.00 per hr. 85.00
- 1 ½” crush Stone - 16 cuyds. @ 23.00 per cuyd. 368.00
- Screen Loam - 32 cuyds @ 22.00 per cuyd. 704.00
- Seed & Mulch (Included w/contract work)
- Granite slab including delivery 145.00

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Daily Total</strong></td>
<td><strong>3,322.00</strong></td>
</tr>
</tbody>
</table>

**JOB TOTAL** $7,517.00
Bill,
Please consider this cost of work of $7,472.00 a donation to the Fire Department from A.H. Grover, Inc.
I am proud to be a small part of it.

Sincerely, Ben

Ben Grover
A.H. Grover, Inc.
ITEM

18-068

To hold a Public Hearing to consider and act on amendments to Chapter 229 (Site Plan Review) of the Cumberland Code, as recommended by the Planning Board
Notice of Decision

Date: April 18, 2018

To: William Shane, Town Manager

From: Carla Nixon, Town Planner

Re: Public Hearing: Recommendation to Town Council on proposed amendments to Chapter 229, Site Plan Review of the Cumberland Code.

This is to advise you that on April 17, 2018, the Planning Board conducted a Public Hearing and voted unanimously to recommend the proposed amendments to Chapter 229, Site Plan Review of the Cumberland Code. Please see the attached proposed amendments.

Cumberland Planning Board

____________________________
Stephen Moriarty, Board Chair
Chapter 229
Site Plan Review

[HISTORY: Adopted by the Town of Cumberland 1-9-2012; amended 3-26-2012. Subsequent amendments noted where applicable.]

GENERAL REFERENCES
Floodplain management — See Ch. 105.
Impact fees — See Ch. 137.

Shoreland zoning — See Ch. 226.

Stormwater management — See Ch. 242.

Subdivision of land — See Ch. 250.

Zoning — See Ch. 315.

§ 229-1 Title, purpose and authority.
A. Title. This chapter shall be known and cited as the "Site Plan Ordinance of the Town of Cumberland, Maine."

B. Purpose. The site plan review provisions are intended to protect public health and safety, promote the general welfare of the community, and conserve the environment by assuring that all nonresidential development is designed and constructed in a manner which assures that adequate provisions are made for traffic, utilities, stormwater, erosion and sedimentation, wildlife habitat and fisheries, and historic and archaeological resources. Site plan review will also serve to minimize any adverse impacts on neighboring properties and to ensure that new developments will fit in harmoniously to the fabric of the community.

C. Review and approval authority. The Town Planner is authorized to review and approve projects classified as "staff review." However, the Town Planner may refer a staff review project to the Planning Board when the nature of the application warrants a public hearing or poses the potential for significant impacts on municipal facilities or natural resources. The Planning Board is authorized to review all other projects.

§ 229-2 Classification levels.
A. There are three classification levels of site plan review:

(1) Minor staff review.

(2) Major staff review.

(3) Planning Board site plan review.
B. The Town Planner shall classify each project to determine the level of review required based on the applicability standards set forth in this section. Staff review is designed for the review of smaller projects, while larger projects will be reviewed by the Planning Board. When calculating square footage as referenced below, include the total area, in square feet, of all floors of the building as measured from the interior faces of the exterior walls, excluding unfinished attics and unfinished basements. [Amended 11-26-2012]

## Section 1 a. b. & c. Non-Residential

<table>
<thead>
<tr>
<th>Type of Activity</th>
<th>Minor Staff Review Required Subject to § 229-1C</th>
<th>Major Staff Review Required Subject to § 229-1C</th>
<th>Planning Board Site Plan Review Required</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1.</strong> The construction of a new structure (other than single-family and duplex) that contains any of the following:</td>
<td>Less than 1,000 square feet</td>
<td>Between 1,000 and 3,000 square feet</td>
<td>Over 3,000 square feet, Over 1,000 cubic yards of fill or excavation</td>
</tr>
<tr>
<td><strong>2.</strong> The expansion of a nonresidential building or structure, including accessory buildings, that increases the total floor area by: the total area, in square feet, of all floors of a building as measured from the interior faces of the exterior walls, excluding unfinished attics and unfinished basements.</td>
<td>Less than 1,000 square feet</td>
<td>Between 1,000 and 3,000 square feet</td>
<td>Over 3,000 square feet</td>
</tr>
<tr>
<td><strong>3.</strong> The construction of an impervious surface such as a support pad or paved or gravel parking area:</td>
<td>Less than 1,000 square feet</td>
<td>Between 1,000 and 3,000 square feet</td>
<td>Over 3,000 square feet</td>
</tr>
<tr>
<td><strong>4.</strong> The conversion of existing approved buildings or structures from one approved use to another without enlargement of gross floor area or increase in required parking:</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>5.</strong> Site preparation activities related to any type of development, consisting of up to 1 acre of disturbed area, including clearing, grubbing, grading and the construction or</td>
<td>Less than 5 acres</td>
<td></td>
<td>Greater than 5 acres</td>
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</table>

Site preparation activities related to any type of development, consisting of up to 1 acre of disturbed area, including clearing, grubbing, grading and the construction or
<table>
<thead>
<tr>
<th>Type of Activity</th>
<th>Minor Staff Review Required Subject to § 229-1C</th>
<th>Major Staff Review Required Subject to § 229-1C</th>
<th>Planning Board Site Plan Review Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>reconstruction of driveways and entrances, including the installation of driveway culverts</td>
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<tr>
<td>2 Excavation or fill involving over 1,000 cubic yards of material for any type of development or site work that is not otherwise subject to site plan or subdivision review, including but not limited to single-family and duplex development.</td>
<td>This catches all properties with over 1,000 CY of fill or excavation</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>3 Site preparation activities related to any type of development, including single-family or duplex development, consisting of over 1 acre of disturbed area, including clearing, grubbing, grading and the construction of driveways, entrances, and the installation of driveway culverts.</td>
<td>Less than 5 acres</td>
<td>Greater than 5 acres</td>
<td></td>
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<tr>
<td>Site plan review will not be required for any subdivision that includes the site preparation activities as part of its approval.</td>
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<td></td>
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</tbody>
</table>

§ 229-3 Fees.

A. Application fee. Any application for any type of site plan review must be accompanied by an application fee set by order of the Town Council. This fee is to cover the cost of the municipality's administrative processing of the application, including notification, advertising, mailings, staff review, and similar costs. The fee shall not be refundable.

B. Technical review fee. A technical review fee may be required to pay reasonable costs incurred by the Board or the Town Planner to review the application for technical conformance with the requirements of this chapter. The municipality shall provide the applicant, upon written request, with
ITEM 18-069

To hold a Public Hearing to consider and act on amendments to Chapter 226 (Shoreland Zoning) of the Cumberland Code, as recommended by the Planning Board
Notice of Decision

Date: April 18, 2018

To: William Shane, Town Manager

From: Carla Nixon, Town Planner

Re: Public Hearing: Recommendation to Town Council on proposed amendments to Chapter 226, Shoreland Zoning of the Cumberland Code.

This is to advise you that on April 17, 2018, the Planning Board conducted a Public Hearing and voted unanimously to recommend the proposed amendments to Chapter 226, Shoreland Zoning of the Cumberland Code. Please see the attached proposed amendments.

Cumberland Planning Board

____________________________
Stephen Moriarty, Board Chair
§ 226-25 Piers, wharves, docks, bridges, floats and other structures.

A. Purpose. The purpose of this section is to protect traditional public access to and use of the shore and to minimize adverse impacts on fisheries, on the environment and on public enjoyment of the shoreline, including visual and navigational impacts.

B. Applicability.

(1) This section pertains to construction of, or alteration and repairs to, piers, wharves, docks, bridges, floats and other structures and uses extending over or beyond the mean high-water line of a water body, submerged lands, or wetlands. These are referred to simply as "piers, wharves, docks, bridges, floats and other structures" in the subsections below.

(2) Piers are platforms built with pilings for support; wharves are solid structures built of granite blocks and/or other contiguously placed materials; the term "docks" refers to the docking space alongside or between piers and wharves as well as the piers and wharves themselves (the more common usage). "Other structures" includes, but is not limited to, items such as ramps, marine rails and cribbing.

(3) Functionally water-dependent uses are those uses that require, for their primary purpose, location on submerged lands or that require direct access to, or location in, coastal or inland waters and that cannot be located away from these waters. The uses include, but are not limited to, commercial and recreational fishing and boating facilities, excluding recreational boat storage buildings, finfish and shellfish processing, fish storage and retail and wholesale fish marketing facilities, waterfront dock and port facilities, shipyards and boat building facilities, marinas, navigation aids, basins and channels, retaining walls, and uses that primarily provide general public access to coastal or inland waters.

C. Review and approval authority. The Coastal Waters Commission is authorized to review and act on applications for structures in coastal waters or coastal wetlands, except for bridges. All bridges and structures outside of coastal waters or coastal wetlands shall be reviewed by the Code Enforcement Officer. Projects shall be reviewed for conformance with the provisions of this section. The Coastal Waters Commission or the Code Enforcement Officer may act to approve, disapprove, or approve the project with conditions as authorized by these provisions.

(1) Prior to submission of any application, the applicant must obtain all required federal and state permits, including but not limited to a permit from the Department of Environmental Protection under the Natural Resources Protection Act, 38 M.R.S.A. § 480-C, as subsequently amended, and the Army Corps of Engineers.

(2) A completed application and information describing conformance with the provisions of this section shall be submitted to the Code Enforcement Officer for all bridges and to the Town Manager or his/her designee for all wharves, docks, bridges, floats and other structures, piers, docks, floats and wharves.

(a) Applications shall include but shall not be limited to:


Building materials to be used.

Soil erosion and sedimentation plan.

Habitat types.

Property boundary surveys.

Plan for annual or seasonal installation and removal (storage) of float, ramp, and pier accessories.

Proof of right title and interest in the property.

(b) The Coastal Waters Commission or the Code Enforcement Officer shall review the documents for completeness. The Coastal Waters Commission shall provide to the Town Council a written advisory recommendation regarding all applications under its jurisdiction and related to this section.

(3) The Town shall notify all property owners within 1,500 feet of the proposed project. In addition, the Town shall place public notices to maximize notification to the affected citizenry. Notices may include the Internet, local papers, and local public places.

(4) The Town Council shall hold a public hearing and issue a wharfing-out permit with or without conditions upon a positive recommendation from the Coastal Waters Commission that the following standards have been met. No Planning Board review is required.

D. Approval standards and criteria. The following standards shall apply to all piers, docks, wharves, floats, bridges, and other structures and uses extending over or beyond the normal high-water line of a water body, submerged lands, or wetland:

(1) Access from the shore shall be developed on soils appropriate for such use and constructed so as to control erosion.

(2) The location shall not interfere with existing developed or natural beach areas.

(3) The facility shall be located so as to minimize adverse effects on fisheries.

(4) The facility shall be no larger in dimension than necessary to carry on the activity and be consistent with the surrounding character and uses of the area. A temporary pier, dock, or wharf in nontidal waters shall not be wider than six feet for noncommercial uses.

(5) No new structure shall be built on, over or abutting a pier, wharf, dock or other structure extending beyond the normal high-water line of a water body or within a wetland unless the structure requires direct access to the water body or wetland as an operational necessity.

(6) New permanent piers and docks on nontidal waters shall not be permitted unless it is clearly demonstrated to the Coastal Waters Commission or Code Enforcement Officer that a temporary pier or dock is not feasible and a permit has been obtained from the Department of Environmental Protection pursuant to the Natural Resources Protection Act.

(7) No existing structures built on, over or abutting a pier, dock, wharf or other structure extending beyond the normal high-water line of a water body or within a wetland shall be converted to residential dwelling units in any district.

(8) Except in the General Development District, structures built on, over or abutting a pier, wharf, dock or other structure extending beyond the normal high-water line of a water body or within a wetland shall not exceed 20 feet in height above the pier, wharf, dock or other structure.
Structures shall not unduly interfere with passage along or within the intertidal zone in order to protect established colonial rights for fishing, fowling, and navigation. This may require accommodations such as steps or pier elevation to allow passage over or beneath a structure.

Where the applicant has applied for "group dock" and the waterfront structure proposed will serve more than one property, the property owners shall submit to the Town a proposed easement deed demonstrating that permanent access and maintenance rights shall be granted to the parties sharing the structure. The parties shall submit to the Code Enforcement Officer proof of recording of the easement after its review and approval by the Town.

Storage of floats, ramps, and pier accessories is prohibited within the intertidal zone.

Storage of floats, ramps, and pier accessories must comply with all federal, state, and local shoreland zoning rules and regulations.

Lighting on piers, wharves, docks, bridges, floats and other structures should be designed and installed to minimize negative impacts on other properties and to promote safe navigation at night. Negative impacts include excessive lighting and unnecessary glare that can be a hazard to navigation.

NOTE: New permanent structures, and expansions thereof, projecting into or over water bodies shall require a permit from the Department of Environmental Protection pursuant to the Natural Resources Protection Act, 38 M.R.S.A. § 480-C. Permits may also be required from the Army Corps of Engineers if located in navigable waters.
**KEY:**

<table>
<thead>
<tr>
<th>Yes</th>
<th>Allowed (no permit required but the use must comply with all applicable land use standards)</th>
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</thead>
<tbody>
<tr>
<td>No</td>
<td>Prohibited</td>
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<tr>
<td>PB</td>
<td>Allowed with permit issued by the Planning Board.</td>
</tr>
<tr>
<td>CEO</td>
<td>Allowed with permit issued by the Code Enforcement Officer</td>
</tr>
<tr>
<td>LPI</td>
<td>Allowed with permit issued by the Local Plumbing Inspector</td>
</tr>
<tr>
<td>TC</td>
<td>Allowed with wharfing out permit issued by the Town Council with recommendation from the Coastal Waters Commission.</td>
</tr>
<tr>
<td>CWC</td>
<td>Allowed with permit issued by the Coastal Waters Commission.</td>
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</table>

**ABBREVIATIONS:**

<table>
<thead>
<tr>
<th>RP</th>
<th>Resource Protection</th>
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</thead>
<tbody>
<tr>
<td>GD</td>
<td>General Development</td>
</tr>
<tr>
<td>LR</td>
<td>Limited Residential</td>
</tr>
<tr>
<td>SP</td>
<td>Stream Protection</td>
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</tbody>
</table>

17. Piers, docks, wharfs, **bridges** and other structures and uses extending over or beyond the normal highwater line of coastal waters or within a coastal wetland  

| CWC | CWC | CWC | CWC |

| CEO  | CEO  | CEO  | CEO  |

17A. Piers, docks, wharfs and other structures and uses extending over or beyond the normal highwater line of non-coastal waters or within freshwater wetlands and bridges in any location  

| CEO  | CEO  | CEO  | CEO  |
ITEM
18-071

To hold a Public Hearing to consider and act on a Mass Gathering Permit for Maine’s Ultimate Yard Sale to be held on Saturday, June 9, 2018 from 9:00 a.m. to 2:00 p.m. at the Cumberland Fairgrounds
MEMORANDUM

To: William Shane, Town Manager

From: Tamara O’Donnell, Town Clerk

Re: Maine’s Ultimate Yard Sale

I have held discussions, on Tuesday, February 27, 2018, with Police Chief Rumsey, Lt. Dave Young, Fire Chief Dan Small, and Mr. Mike Timmons, President of the Cumberland Farmers Club, in which we discussed the Spring Ultimate Yard Sale, at the Cumberland Fairgrounds. I reviewed in detail the requirements of the Mass Gathering Ordinance. The following represents our mutual understanding:

- Event participators will register online through the ultimateyardsale.com site.
- Registration levels have been increased to 300 from the previous level of 250.
- Exact attendance levels are unknown, however, it was determined that 5,000 is likely. Therefore, the organizers will pay the Major Mass Gathering fee of $500.00.
- Registration cost will be $30.00 per 12 x 12 foot booth.
- Entrance fee for attendee is $2.00 per person.
- No parking fee will be charged.
- The event will be held Saturday, June 9, 2018, with a rain date of June 10, 2018.
- There will be no collection of the entrance fee at the gate. Vehicles will be flagged from the entrance to the parking area and the entrance fee will be paid after parking and at the gate of the fenced vendor area.
- If the event is to be cancelled for any reason, a 24 hour notice will be provided by email to all participants and to the public through the broadcasting agency’s seven radio stations.
- Registrants are required to set up between 5:00 a.m. and 8:00 a.m.
- Additional staff (6) have been hired by “At Work” flaggers to control parking.
- There will be 1 Paramedic, 1 EMT, and 1 Supervisor from the Fire Department on site.
- There will be 1 Fire Engine on site.
- There will be 2 police officers on duty at the event.
- Communication between parties will be by two way radio and cell phone.
- Food Vendors will be handled exclusively through the Farmers’ Club.
- A copy of the contract with Blow Brothers as well as a copy of the event insurance coverage naming the town as an additional insured is attached to the application.
- Binne Media will have approximately 25 employees in attendance throughout the event.
I believe we have covered all areas related to the Mass Gathering Permit application. I anticipate that this event will be very successful and well managed, as it has it the past. I hope the weather cooperates and they have a wonderful turnout. Thank you.
Mass Gathering Application – Major Outdoor Event  
(5,000 or more persons)

This application must be filed with the Town Clerk not less than 60 days before the date of the event. Application must be accompanied by a non-refundable fee of $500.

Name of applicant: Binnie Media
Address of applicant: 477 Congress St. Portland, ME Tel. # 797-0780 Ext 416
Name of event: Maine’s Ultimate Yard Sale
Facility where the event will be held: Cumberland Fair Grounds
Is the facility owned by the applicant: _______ yes; _______ no, (if no, attach a copy of the contract with the owner which allows use of the property)
Name of promoter (if different from above): ________________________________
Telephone number: ________________________________

Will any food vendors be serving at the event? ______ yes, ______ no (if yes, how many, and what types) Hamburgers, Hot dogs, Fried Dough, Lemonade

These Are Contracted Through ________________________________

Will any alcohol vendors be serving at the event? ______ yes, ______ no (if yes, list name and attach a copy of the vendors license to sell alcohol, describe alcohol will be served) ______________

Date of event: June 9th, 2018 (Rain Date June 10th) Time (start and finish times): 9a-2p
Number of tickets available: ______________
Expected attendance: $4,500 - 5,000
Description of event: Large Community Yard Sale
Describe the three most recent outdoor performances of the group, performer, or event being proposed. Include location, date(s), number in attendance, promoter or sponsoring person or organization.

1. **September 2017 - Fair Yard Sale** 4,1800

2. **June 2017 - Spring Yard Sale** 6,100

3. **September 2016 - Fair Yard Sale** 5,000

**Description of facility:**

A. Seating capacity: ___________ permanent; ___________ temporary

B. Other seating capacity: ___________ festival; ___________ standing room only

C. Number of toilets available: ___________ permanent; ___________ portable

D. Number of parking spaces available: 3,000 on-site; ___________ off-site

E. Are all parking lots lighted (applicable only if event runs into evening hours) ___________ yes; ___________ no, if no, which lots are not lighted

F. Source of potable water: ___________

G. Refuse containers available, number and size: 15 plus dumpster From Casella Waste

H. Name of refuse disposal company (attach a copy of the agreement to pick up refuse) Casella Waste - Attached

I. When will refuse be picked up? ___________ Monday June 11th

**Public Safety:**

J. Describe first aid facilities: Cumberland Fine + EMT

K. Describe emergency facilities: Cumberland EMT
L. Describe communication facilities: **12 Two Way Radio's**

M. Number of certified police officers: **Cumberland Police**

N. Other security personnel (include company name and qualifications):
   
   ____________

O. Describe fire personnel: **Cumberland Fire**

**Traffic Plan**

P. Description of routes persons attending the event are likely to take, include number of traffic controllers and deployment descriptions.
   
   ____________

Q. Describe methods used to publicize alternate routes of reaching the scene of the event.

R. Attach statement of availability of private towing firms to remove disabled vehicles.

**Crowd Management**

S. Plan for discouraging those not holding tickets for the event from not coming to the event site.

T. Plan for preventing trespassing on private property in the area.

U. Will all publicity stop as soon as it is apparent that the event is sold out? ____________ yes; ____________ no.

V. Description of how the event will be publicized, include how a sell-out will be publicized.

**Other**

W. Name of liability insurance

X. Preferred type of performance guarantee (i.e., escrow account, irrevocable letter of credit)

Authorized signature: ____________

On ______________________ (date), I received a copy of the Cumberland Mass Gathering Ordinance. ______________________ (authorized signature)
## CERTIFICATE OF LIABILITY INSURANCE

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

### PRODUCER
- **Ellis Agency Inc**
  - Phone: (207) 363-7670
  - Fax: (207) 363-1389

### CONTACT
- **Josef Thomas Leake**
  - PHONE: (207) 363-7670
  - FAX: (207) 363-7670
  - EMAIL: jleake@ellisinsuranceagency.com

### INSURER(S) AFFORDING COVERAGE
- ** Massachusetts Bay Insurance Company**
  - NAIC #: 22306

### INSURED
- **Carlisle Capital Corporation**
  - 126 Daniel St Suite 200
  - Portsmouth, NH 03801

### COVERAGES

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<tr>
<th>INSURED/LIABILITY</th>
<th>TYPE OF INSURANCE</th>
<th>SUBLIMINS</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF/TERM</th>
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<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
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### AUTOMOBILE LIABILITY
- ANY AUTO
- OWNED AUTOS ONLY
- HIRED AUTOS ONLY
- SCHEDULED AUTOS ONLY
- NON-OWNED AUTOS ONLY
- UMBRELLA LIMIT
- EXCESS LIMIT

<table>
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<tr>
<th>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</th>
<th>DESCRIPTION OF OPERATIONS (ACORD 101, Additional Notes Schedule, may be attached if more space is required)</th>
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<tbody>
<tr>
<td>ANY/PROPRIETOR/OWNER/EXECUTIVE OFFICER/INCLUDED?</td>
<td>Yard Sale at the Cumberland Fair Grounds on June 10, 2017</td>
</tr>
<tr>
<td>Mandatory In NH</td>
<td></td>
</tr>
</tbody>
</table>

### INSURER/PRODUCER/MAKER
- **MASSACHUSETTS BAY INSURANCE COMPANY**
  - NAIC #: 22306

### DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Notes Schedule, may be attached if more space is required)

Yard Sale at the Cumberland Fair Grounds on June 10, 2017

## CANCELLATION

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**AUTHORIZED REPRESENTATIVE**

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---

**CERTIFICATE HOLDER**

- **Holder's Nature of Interest:** Certificate Holder
- **Cumberland Farmers Club**
  - 197 Blanchard Rd.
  - Cumberland, ME 04021

**ACORD 25 (2016/03)**

The ACORD name and logo are registered marks of ACORD
Traffic Controllers

Sue Richards <suer@atwork.com>
Today, 10:58 AM
Stan Bennett

Inbox

Good morning,

Per our recent conversation today, 6 Traffic Controller/Flaggers have been requested for the upcoming event on Saturday June 9th from 6 am to 1 pm.

If you need anything further, please contact me any time.

Regards,

Sue Richards
Account Manager
358 Main Street
Gorham, ME 04038
207-839-5060 Office
207-839-9060 Fax
207-281-3193 ER Cell
suer@atwork.com

This email has been scanned for spam and viruses by Proofpoint Essentials. Click here to report this email as spam.
April 19, 2018

TO: Binnie Media
Attn: Stan Bennett

Phone: 207-344-8007
Email: sbennett@binradio.com

RE: Portable Toilet Rentals for Ultimate Yard Sale at Cumberland County Fairgrounds on 6/9/18

We hereby submit specifications and estimates for:

14 Standard Portable Units ($ 62.00 per unit) $ 868.00
3 Barrier Free Portable Units ($ 93.00 per unit) $ 279.00

TOTAL $ 1,147.00

*************** DELIVERY TO BE 6/8/18 & PICKUP TO BE 6/11/18


We propose hereby to furnish material and labor—complete in accordance with the above specifications:

TERMS AND CONDITIONS

1. The customer agrees to pay all invoices related to the service of the portable sanitation facilities, including extra and overtime charges for any service rendered over and above normal servicing schedule. Customer authorizes uses of credit card number on file for all charges incurred in accordance with terms and conditions cited above. Blow Bros. reserves the right to prosecute any customer who intentionally issues a credit card or negotiates a worthless instrument knowing that it will not be honored by the maker or drawer in accordance with State of Maine Law.

2. The customer agrees to pay for any and all damage to or loss of the portable sanitation facilities as an insurer of cause or fault, except for reasonable wear and tear, while the portable sanitation facilities are at the site address.

3. Blow Bros. reserves the right to NOT remove, pump dry and lock the unit until account is paid in full. If tank is destroyed or continued use of unit occurs the customer will be subject to additional charges.

4. The customer agrees not to sell, rent, lease, or otherwise give up possession of the portable sanitation facilities listed herein without prior consent from BLOW BROS.

5. The customer agrees to keep the portable sanitation units clear and accessible for service trucks at all times and to assume any and all responsibility resulting from substandard tank conditions.

6. The customer acknowledges that Blow Bros. will not be liable for any damages to pavement, curbs, lawns or any other property resulting from trucks servicing units placed at customer request.

7. The customer agrees to pay a late charge of 1.5% per month on the unpaid balance for all invoices over 30 days. This is an Annual Percentage Rate of 18%. The customer also agrees to pay costs of collection including attorney fees.

Payment to be made as follows:

**Due prior to delivery**

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker’s Compensation Insurance.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do work as specified.

*Must sign and fax back to (207) 934-1723. A representative from Blow Bros. will contact you for completion of your detailed order.*

Date of Acceptance: 4/19/18

Authorized Signature:

Note: We may withdraw this proposal if not accepted within 30 days.

Signature: Marig Brown, Office Manager

(207) 934-2525 • 1-800-4-A-POTTY • Fax (207) 934-1723 • blowbros@gwi.net
**Stan Bennet (BINNIE MEDIA)**  
197 BLANCHARD RD  
Cumberland, ME 04110  
(207) 344-8007  

<table>
<thead>
<tr>
<th>Container Size</th>
<th>Deliver to</th>
<th>On-Site Phone</th>
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<tbody>
<tr>
<td>30 yd. Roll-off</td>
<td>197 BLANCHARD RD</td>
<td>Cumberland, ME 04110</td>
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</tbody>
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<table>
<thead>
<tr>
<th>Delivery Date</th>
<th>Pickup Date</th>
<th>We include</th>
<th>You can go up to...</th>
</tr>
</thead>
<tbody>
<tr>
<td>Friday, Jun. 8, 2018</td>
<td>Monday, Jun. 11, 2018</td>
<td>5 days of free rental ($5.00 per day thereafter)</td>
<td>2 tons of Trash ($88.50 per additional ton)</td>
</tr>
</tbody>
</table>

**Please note:** We can not guarantee time requests.

**Pricing Agreement:**

- Haul price: $261.00
- Estimated disposal cost: $177.00
- Rental cost: $0.00
- Delivery quote: $75.00
- Total base amount: $513.00
- Estimated Enviro Fee: $20.52
- Total Taxes and Fees: $20.52
- Order total: $533.52

Quoted on Thursday, Apr. 19, 2018  
I have read and agree to the Terms and Conditions stated on the attached agreement.

Signed: [Signature]  
Date: 4/19/18  

Print Name: Stan Bennet
If I led my community ....

Having a strong community takes many elements and hard work. People need to work together in unison while having a determined leader. It takes smart decision making and prioritization to keep everyone happy. I would bring this and other changes to my community to make it a better place.

A main priority of mine is listening. People spend a lot of time talking but not always enough time listening. Sometimes they suggest ambitious plans that cost money and raise taxes, something that is a concern for many in my community. I would focus on hearing input from the community about ways to improve our lives. My community has a select board that makes decisions. During the public meeting, people speak and share their opinions. However, these meetings sometimes take hours and many people don't want to attend the meetings for this reason. I would like to reach out to people in a way that is more convenient for them, such as having "office hours," a few hours every day or week at our local cafe where we can talk and I can learn about what's important to them.

Another thing I'd do if I led my community is create events or programs where everyone can come together. I'd do this by holding a community picnic where we could have at our recreational facilities. Using these facilities would be utilizing a place that already exists but could benefit more people if there were community-wide events, not just events for sports teams. I would place more benches along the sidewalks and in the recreational fields. It could be something that everyone could use and make stronger bonds, by people getting to know each other.

I would also like to bring together the students who are in the school system with the elderly people. There's a group called Aging in Place that helps our seniors but they don't work with the school system. I think it would be beneficial to bring those two groups together, it would facilitate bonding and provide an opportunity for the seniors to be role models for younger citizens.

Finally, I would improve the media for the town. We currently have a public access channel and a newsletter. Not many people watch or read these or even know about the media outlets. Improving these and using young people to help create some of the content could make the community a better place because people would know our local news and be more in tune about what is happening in the place they live. For example, we could write an article or a TV segment on our historical society and show our history and its importance.

Overall, these efforts could really improve my community. Most of these ideas wouldn't increase or strain the municipal budget, which would be unrealistic. Having a happy and connected community is important, and finding ways to make those connections strong would be my priority if I led my community.
If I led the community, I would work towards many vital goals. One goal I would work towards meeting is to increase community participation in local events and volunteer activities, ideally people of all ages. This would improve the community by increasing a sense of connection among townspeople. This also gives residents an opportunity to help and improve a part of the community by giving back. It is very important to make the community as strong as possible in times of sorrow or crisis. When the community is deeply connected by these activities, it allows us to better understand and guide each other. For example, when a community is strong in times like those, it allows us to better support each other in times of hardship. A leader needs to set the right example and be loyal to the people so that the people will trust and respect the leader in return. Having a loyal community contributes to making the town as strong as possible. When one shows compassion and support, others will follow and continue to spread this love to other places, making a difference.

Another goal I would set if I led my community is to provide more services and activities for the elderly. Activities such as crafts, exercise programs, classes, etc. This idea could take action if volunteers helped to put on classes and activities. The town would work to gather volunteers, create a place to do the activities (possibly outside), and put out word of the services. All these services would provide the elderly with fun interests and ways to keep them healthy and happy. This idea could benefit the town for numerous reasons. For example, when the elderly have these opportunities to stay happy and healthy, it contributes to people wanting to spend their lifetime in the town. In result, if more make the town their home, it can build stronger community character. Additionally, this idea could influence more people to relocate to the town and continue the flow of positive, beneficial community members.

The final goal I would work towards if I led the community is making sure that the full time preschool education cost was more affordable for working parents. This idea could take action if property taxes increased slightly. One could disagree with this action, but in result, many could be benefited. This would offer working parents a more affordable option to educate their kids, and have an easier time balancing education expenses with additional costs of a little child. This benefit would attract more families to the town and contribute to a strong community. The strongest communities take care of the young and the old, not just a certain age group, so the care of all important parts of the community would be benefited.