

## **AGENDA**

### **Cumberland Town Council Meeting**

**Via Zoom:** <https://zoom.us/j/98762048076>

**MONDAY, April 27, 2020**

**6:00 P.M.** Workshop

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

**6:00 P.M. WORKSHOP** with Town Attorney re: solar array on Route 100

#### **I. CALL TO ORDER**

#### **II. APPROVAL OF MINUTES**

April 13, 2020

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

Governors Executive Order to move the June 9th election date to July 14th

#### **IV. PUBLIC DISCUSSION**

#### **V. LEGISLATION AND POLICY**

**20 – 021** To authorize the Town Manager to execute an agreement between municipalities in Cumberland County to provide mutual aid.

**20 – 022** To hold a Public Hearing to consider and act on a Mass Gathering Permit for Binnie Media's Maine Ultimate Yard Sale to be held on June 13th at the Cumberland Fairgrounds. ***TABLED BY APPLICANT***

**20 – 023** To consider and act on rescheduling the June 9th Municipal Election to coincide with the State Primary Election on July 14th.

**20 – 024** To set a Public Hearing date of May 11th to consider and act on forwarding to the Planning Board for a Public Hearing and recommendation, a zone change request for a solar array on Route 100.

## **VI. NEW BUSINESS**

## **VII. ADJOURNMENT**

# MINUTES

Cumberland Town Council Meeting

Via Zoom: <https://zoom.us/j/707749032>

**MONDAY, April 13, 2020**

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

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

### I. APPROVAL OF MINUTES

Motion by Councilor Gruber, seconded by Councilor Stiles, to accept the March 9, 2020 meeting minutes as presented.

Roll call vote: Councilor Copp, yes; Councilor Stiles, yes; Councilor Vail, yes; Councilor Gruber, yes; Councilor Edes, yes; Councilor Turner, yes; Chairman Storey-King, yes. UNANIMOUS

### II. MANAGER'S REPORT

#### • **Update from Police and Fire/EMS Chief's**

Police Chief Rumsey reported that when the Corona Virus outbreak began, the Police Department immediately began working on how to modify their operations in order to continue to deliver public safety services to the Town, while keeping the officer's as safe as possible. A plan was put into place to assure the continuity of operations in the event that a staff member becomes ill. Currently, we are in contact with surrounding Town and County departments and Satewide public safety organizations to keep abreast of the best practices for departments that are operating during this very strange time. We are currently operating at full staff and remain capable of responding to calls.

Fire Chief Dan Small reported that the Fire Department was concerned about maintaining staffing, but is happy to report that the troops have done a great job in stepping up to be sure that apparatus is on the road and responding to calls. This current situation adds one more layer of concern that the Fire/Rescue department has when going to calls and staff is doing a great job in keeping the stress levels at a minimum. He is in constant contact with Maine EMS to discuss new EMS protocols to make sure we are staying current. Office Manager, Patty Murphy, is currently charged with getting supplies and PPE. She is doing an excellent job in keeping the inventory at a safe level. He proud of his department and how they have stepped up during this difficult time. He urged everyone not to let their guard down. We all need to continue to be safe.

### III. PUBLIC DISCUSSION

None

### IV. LEGISLATION AND POLICY

#### **20 – 015 To hear a report from the Police Chief re: DHHS residential facilities.**

Chief Rumsey reported that there have been some recent issues in a residential neighborhood in Cumberland that resulted in the over-use of emergency services, and created significant disturbance to the peace and quiet of area.

The residence in question is rented to a Maine company that provides home and community based services to adults with developmental disabilities, intellectual disabilities, physical disabilities and brain injuries. In a two month period between early December, 2019 and early February of this year, our police and rescue units have responded to the home at least two dozen times to deal with a resident in the home. The resident was variously out of control and threatening to staff, trying to leave the residence in the company of unknown individuals, and exhibiting other behavioral and mental health symptoms. Each time we responded, the neighbors were well aware of the presence of police cruisers and ambulances on the street, and at times, the noise level from the resident or from our response to the calls was truly disruptive.

Chief Rumsey said that he is happy to report that the resident in question was relocated to a different home in Maine, and since that time there have been no police or rescue calls to the home. He is aware, though, that questions remain for some community members.

The home in question and hundreds like it across the state of Maine exist as part of a national effort to move away from the institutionalization of adults with intellectual and behavioral disabilities. These homes are generally funded through Medicaid to allow beneficiaries to receive services in homes or communities rather than being isolated or warehoused. These homes usually have one or two residents, and employees of the company providing care are on site, normally 24 hours per day.

When issues arise with a Cumberland resident, regardless of whether the person is in DHHS custody and receiving home and community based services or whether they are living at home with parents who provide care for them, the Police and Fire Department generally follow the same strategy. We seek to establish rapport and a relationship with all parties involved so that we can efficiently and professionally handle any issues that arise, while ensuring public safety and protecting the rights of everyone. In this particular case, we worked hard to establish relationships with the property management company who represented the homeowner, with the service provider, and with DHHS's Office of Aging and Disability Services. Although the situation was frustrating for neighbors, care givers and first responders, our partnership and open communication resulted in the decision to find an alternate placement for the disruptive resident.

Chief Rumsey said that he would be more than willing to meet with anyone to discuss home-based services in Cumberland in more detail, if they would like to.

Chairman Storey-King asked for any public comment.

Chelsea (last name inaudible) said that she feels that there is not a good means of communication with the home in her area and her neighborhood has been discouraged from communicating with the home, and this is an issue. They should have someone to reach out to with concerns.

Police Chief Rumsey said that as with any neighbor to neighbor issue, the first step would be to go over and knock on the door and explain who you are and strike up a conversation. If that does not work, the next best course of action would be to contact him and he can figure out which company is running that particular home and help put them in contact with a supervisor. The Police Department would also like to be made aware of any issues going on so they can be apprised and help offer a solution.

## **20 – 016 To reappoint William Longley as Code Enforcement Officer and Dan Small as alternate from April 1, 2020 to March 31 2021.**

Town Manager Shane said that this is an annual appointment of the Code Enforcement Officer and alternate.



Motion by Councilor Edes, seconded by Councilor Copp, to reappoint William Longley as Code Enforcement Officer and Dan Small as alternate from April 1, 2020 to March 31 2021.

Roll call vote: Councilor Copp, yes; Councilor Stiles, yes; Councilor Vail, yes; Councilor Gruber, yes; Councilor Edes, yes; Councilor Turner, yes; Chairman Storey-King, yes. UNANIMOUS

**20 – 017 To set the week of May 11<sup>th</sup> - 15<sup>th</sup> for Spring Bulky Item Pick Up Week.**

Town Manager Shane said that Waste Management is ready to move forward with our bulky item pick up week and staff is recommending May 11<sup>th</sup> through 15<sup>th</sup>.

Motion by Councilor Gruber, seconded by Councilor Stiles, to set the week of May 11<sup>th</sup> - 15<sup>th</sup> for Spring Bulky Item Pick-up Week.

Roll call vote: Councilor Copp, yes; Councilor Stiles, yes; Councilor Vail, yes; Councilor Gruber, yes; Councilor Edes, yes; Councilor Turner, yes; Chairman Storey-King, yes. UNANIMOUS

**20 – 018 To consider and act on suspending brush facility fees until July 1, 2020.**

Town Manager Shane explained that Town Hall is not open for business, therefore he is recommending suspending the brush dump passes until July 1<sup>st</sup>. People are using the facility and being very respectful of each other and social distancing.

Motion by Councilor Copp, seconded by Councilor Vail, to suspend brush facility fees until July 1, 2020.

Roll call vote: Councilor Copp, yes; Councilor Stiles, yes; Councilor Vail, yes; Councilor Gruber, yes; Councilor Edes, yes; Councilor Turner, yes; Chairman Storey-King, yes. UNANIMOUS

**20 – 019 To authorize the Town Manager to execute a contract with David Swan for the Historical Society Building renovation project after Final review by the Finance Committee.**

Town Manager Shane explained that he and Councilor Vail have worked very diligently with David Swan, the low bidder on the project, and they have been able to bring the price below \$350,000. The project will not start before June or July, but Mr. Swan wants to start ordering supplies.

Councilor Vail said that he looks forward to sitting down with the Finance Committee to do a review of this project.

Motion by Councilor Vail, seconded by Councilor Stiles, to authorize the Town Manager to execute a contract with David Swan for the Historical Society Building renovation project, after review by the Finance Committee.

Roll call vote: Councilor Copp, yes; Councilor Stiles, yes; Councilor Vail, yes; Councilor Gruber, yes; Councilor Edes, yes; Councilor Turner, yes; Chairman Storey-King, yes. UNANIMOUS

**20 – 020 To consider and act on awarding the salt shed and Town Hall renovation projects to Ledgewood Construction.**

Town Manager Shane said that these two projects are part of our bond and they came in at the guaranteed maximum price for both projects. Last August, the Council approved a \$7 million dollars bond and the

money has been sitting in our bank account since January. We are anxious to get started on these projects and he will be happy to work with the Finance Committee to review these projects as well.

Councilor Vail said that he would like the Finance Committee to review the numbers and quotes on these projects.

Motion by Councilor Copp, seconded by Councilor Gruber, to award the salt shed and Town Hall renovation projects to Ledgewood Construction, after review by the Finance Committee.

Roll call vote: Councilor Copp, yes; Councilor Stiles, yes; Councilor Vail, yes; Councilor Gruber, yes; Councilor Edes, yes; Councilor Turner, yes; Chairman Storey-King, yes. UNANIMOUS

## V. NEW BUSINESS

**Councilor Copp** – he urged everybody to stay safe.

**Councilor Vail** – he would like the Town to do an inventory to see how many acres of land are available to be put into agriculture. It is now more important than ever so we can feed our community, if need be. This is very important to him.

**Councilor Stiles** – to follow up on Councilor Vail's comments, our local farm stores are doing very well right now. Jeff Storey said the he is having a hard time keeping up with the public demand at his store. He personally markets and uses other people's hay for his animals.

**Councilor Gruber** – our Food Pantry had over 70 customers last week. We are constantly looking at new ways to improve the Food Pantry.

**Councilor Edes** – said the he is so proud of our community and how everybody pulls together. He wished everybody the best.

He recognized Chairman Storey-King for all her years of service to our school and her retirement. He realizes that this current situation is not the way she envisioned her last year, but he considers her a quality teacher and a quality person. Well done.

**Councilor Turner** – he went to Hannaford today and they are doing a good job at helping customers to maintain social distancing. He urged everyone not to be glued to the bad news on television. We all need to remain optimistic.

**Chairman Storey-King** - she reminded everyone to stay the course and stay at home. What we are doing is working.

She received a piece of mail from the Cumberland County Maine Water. This is not a government issued piece of mail, it is from a company trying to get you to have them test your water for a fee.

**Town Manager Shane** – tomorrow evening we will be broadcasting from the Council Chambers the final neighborhood meeting on the new Town garage project. Engineer, Dan Diffin will be presenting the lighting plan. This meeting will be broadcast on channel 1302.

We are working diligently, per the Town Council's directive, to reduce the FY2021 municipal budget. It will be less than the current year budget. We have strategies in place to accomplish this. The difficulty is that while we are reducing expenses, we are currently losing revenues in excise tax, revenue sharing and Recreation programs. Even if the municipal budget comes in at a zero increase, the school and county budgets will increase our tax rate.

**VI. ADJOURNMENT**

Motion by Councilor Gruber, seconded by Councilor Vail, to adjourn.

Roll call vote: Councilor Copp, yes; Councilor Stiles, yes; Councilor Vail, yes; Councilor Gruber, yes; Councilor Edes, yes; Councilor Turner, yes; Chairman Storey-King, yes. UNANIMOUS  
TIME: 8:13 P.M.

Respectfully submitted by,

Brenda L. Moore  
Council Secretary

# ITEM

## 20-021

To authorize the Town Manager to execute an agreement between municipalities in Cumberland County to provide mutual aid

**AGREEMENT BETWEEN  
MUNICIPALITIES IN CUMBERLAND COUNTY  
TO PROVIDE MUTUAL AID**

**AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by, between and among the undersigned municipalities.

**W.I.T.N.E.S.S.E.T.H.**

**WHEREAS**, 30-A M.R.S.A. § 2674 authorizes the assignment of police officers from one municipality to another to assist with police activities; and

**WHEREAS**, the undersigned municipalities wish to provide mutual aid to one another, on a short-term, emergency basis; and

**WHEREAS**, said municipalities agree to assign their police officers upon reasonable notice of the request from the Chief of Police or other designee of the municipality requesting aid;

**NOW, THEREFORE**, the parties do hereby agree as follows:

**1. DEFINITIONS**

**POLICE SERVICES / ASSISTANCE:** Includes police personnel as well as any necessary vehicles, equipment and other special police resources.

**REQUESTING MUNICIPALITY:** The municipality which is asking another municipality to provide police assistance.

**RESPONDING MUNICIPALITY:** The municipality which is asked to provide another municipality with police assistance.

**TEMPORARY ASSIGNMENTS:** Not to exceed 24 hours except by the specific written agreement of the Chiefs of Police or other designee of each community.

**2. PURPOSE**

The purpose of this Agreement is to set forth the framework through which the law enforcement agencies of Cumberland County will work together by providing each other with easy access to police resources or specialties that may be needed in a police emergency and to provide emergency service resources in quantities or specialties beyond the means of any single department.

### **3. ASSIGNMENTS**

- 3.1 The RESPONDING MUNICIPALITY agrees to assign its police officers to provide POLICE SERVICES for TEMPORARY ASSIGNMENTS within the REQUESTING MUNICIPALITY. The specific individual(s) to be assigned are to be determined by the RESPONDING MUNICIPALITY.
- 3.2 Assignments shall be made only if the Chief of Police of the RESPONDING MUNICIPALITY determines in his or her sole discretion that the RESPONDING MUNICIPALITY has adequate personnel available.

### **4. EMPLOYER-EMPLOYEE RELATIONSHIP RETAINED**

- 4.1 Notwithstanding any provision to the contrary herein, the RESPONDING MUNICIPALITY shall be the sole and exclusive employer of persons assigned hereunder; persons assigned hereunder are not intended, nor shall they be deemed, to be employees of the REQUESTING MUNICIPALITY as a result of said assignment. In addition, nothing herein shall be construed to create a joint employer relationship between the REQUESTING MUNICIPALITY and the RESPONDING MUNICIPALITY. The RESPONDING MUNICIPALITY retains all of the legal responsibilities of the employer-employee relationship while its police officer(s) are on assignment in the REQUESTING MUNICIPALITY.
- 4.2 Police officers assigned hereunder shall be paid by their employer their wages and fringe benefits and shall accrue benefits in the customary manner. No overtime work shall be permitted by police officers while on assignment, unless approved by the RESPONDING MUNICIPALITY.

### **5. TRAINING**

- 5.1 Each municipality shall be solely responsible for the training and equipment of its personnel.
- 5.2 The RESPONDING MUNICIPALITY shall not assign a police officer or other employee to the REQUESTING MUNICIPALITY to perform a function that the police officer or employee is not trained or equipped to perform.
- 5.3 The REQUESTING MUNICIPALITY shall not ask or assign a police officer or other employee of the RESPONDING MUNICIPALITY to perform a function that the police officer or other employee is not trained or equipped to perform.

## **6. DEFENSE AND INDEMNIFICATION**

- 6.1 To the fullest extent permitted by law, the REQUESTING MUNICIPALITY, at its own expense, shall defend or cause to be defended, the RESPONDING MUNICIPALITY, its police officers and employees, from and against any and all claims, causes of action or suits, just or unjust, arising out of, or in any way connected with the act(s), omission(s) or negligence of any police officer or employee of the RESPONDING MUNICIPALITY occurring while such police officer or employee is working hereunder, including but not limited to a determination, under Paragraph 3.2 of this Agreement, not to assign police officers or employees to the REQUESTING MUNICIPALITY.
- 6.2 In addition to, and without limiting the foregoing, the REQUESTING MUNICIPALITY shall indemnify and hold harmless the RESPONDING MUNICIPALITY, its police officers and employees, from any and all liability, costs, damages, expenses or judgments resulting from or in any way connected with the act(s), omission(s) or negligence of any such police officer or employee of the RESPONDING MUNICIPALITY occurring while such police officer or employee is working hereunder, including, but not limited to a determination, under Paragraph 3.2 of this Agreement, not to assign police officers or employees to the REQUESTING MUNICIPALITY, subject to the exclusions set forth in the attached and incorporated herein Exhibit A.
- 6.3 In the event that it is determined by the RESPONDING MUNICIPALITY, after consultation with the REQUESTING MUNICIPALITY, that the RESPONDING MUNICIPALITY, its police officers or employees, require separate legal representation, the selection of such counsel shall be subject to the approval of the REQUESTING MUNICIPALITY, which approval shall not be unreasonably withheld. Requests for separate legal representation shall be subject to the approval of the REQUESTING MUNICIPALITY, which approval shall not be unreasonably withheld. Selection, approval and requests for legal representation shall be subject to the limitations and requirements, if any, of REQUESTING MUNICIPALITY'S liability insurance coverage.
- 6.4 Any case or claim in which RESPONDING MUNICIPALITY, or its police officers or employees, is a party shall not be settled by the REQUESTING MUNICIPALITY without the approval of RESPONDING MUNICIPALITY, which approval as to the RESPONDING MUNICIPALITY and its police officers and

employees shall not be unreasonably withheld. In the event that the RESPONDING MUNICIPALITY does not approve a proposed settlement of RESPONDING MUNICIPALITY, or its police officers or employees, which is otherwise acceptable to a claimant and to the REQUESTING MUNICIPALITY, the REQUESTING MUNICIPALITY shall be relieved of any further obligation which it may have to defend under Paragraph 6.1 and any obligation which it may have to indemnify or hold harmless under Paragraph 6.2, if said obligation is in excess of the proposed settlement offer. The settlement process will be subject to the limitation and requirements, if any, of the REQUESTING MUNICIPALITY'S liability coverage. An admission of liability on the part of the RESPONDING MUNICIPALITY, its police officers or employees, shall be included in a settlement agreement only with the consent of the RESPONDING MUNICIPALITY.

- 6.5 The RESPONDING MUNICIPALITY shall be fully responsible for all workers' compensation coverage for its police officers or employees hereunder and the RESPONDING MUNICIPALITY hereby waives any right of subrogation or lien pursuant to 39-A M.R.S.A. § 107 against the REQUESTING MUNICIPALITY, its police officers or employees, arising out of or resulting from said workers' compensation claims.
- 6.6 The REQUESTING MUNICIPALITY shall give the RESPONDING MUNICIPALITY immediate notice in writing of any notice of claim, legal action or suit filed related in any way to the incident which required mutual aid or which may affect the performance of this Agreement. The RESPONDING MUNICIPALITY shall give the REQUESTING MUNICIPALITY immediate notice in writing of any notice of claim, legal action or suit filed related in any way to the Agreement or which may affect the performance of duties under this Agreement.
- 6.7 Nothing herein waives or limits the sovereign or qualified immunity of the parties under federal, State or constitutional law, including, but not limited to, immunity pursuant to the Maine Tort Claims Act.

## **7. DESIGNATED REPRESENTATIVE**

The municipal officers of each municipality shall designate the Chief of Police or other designee for implementation of this Agreement, except as otherwise provided by municipal charter or ordinance.



**8. COMMAND**

All persons assigned hereunder shall be subject to the direction and control of the command officers in the REQUESTING MUNICIPALITY for the duration of said assignment; provided, however, that such direction and control shall not establish an employment relationship between any person assigned hereunder and the REQUESTING MUNICIPALITY.

**9. RECORDS & REPORTS**

Records regarding performance of the obligations required by this Agreement will be maintained by the respective parties. Each party will maintain the confidentiality of agency records as required by State and federal law. Parties may seek access to the other party's records on an as needed basis and to the extent allowed by law.

**10. MEDIA**

The REQUESTING MUNICIPALITY is expressly authorized to release to the public / media the details of law enforcement actions within that community, as appropriate and consistent with the law. It is understood and agreed that the REQUESTING MUNICIPALITY will typically take the lead on releases of information to the media.

**11. DURATION & TERMINATION**

This Agreement shall become effective upon proper execution and agreement of the parties and repeals and replaces a prior agreement on the same topic dated September 30, 2010. This Agreement may be modified upon the mutual written consent of the parties. Said Agreement shall remain in effect until termination by a municipality upon thirty days written notice to the other municipalities subject to this Agreement. The decision of one municipality to terminate its participation in this Agreement shall not affect the validity or operation of the Agreement as to the other municipalities. Any existing defense and indemnification obligations shall survive any such termination of this Agreement.

[signature pages to follow after Exhibit A]

## **EXHIBIT A**

### **Exclusions**

The REQUESTING MUNICIPALITY'S obligation to indemnify and hold harmless pursuant to Paragraph 6.2 shall not apply:

- (a) to any liability, cost, damage, expense or judgment to the extent that it is finally determined by a court of competent jurisdiction to be the result of the intentional misconduct, reckless conduct, or gross negligence of the RESPONDING MUNICIPALITY, its police officers or employees, other than those acts necessary to preserve life or property;
- (b) to any liability arising out of the willful violation of any statute or ordinance if committed at the direction of the RESPONDING MUNICIPALITY or any of its police officers or employees; or
- (c) to any liability arising from defamation if the defamatory statement was made by or at the direction of the RESPONDING MUNICIPALITY or any of its police officers or employees with knowledge of its falsity or reckless disregard for the truth.

**IN WITNESS WHEREOF**, the undersigned municipality has caused this Agreement to be signed by its authorized representative, as of the day and year indicated below.

**Town of Bridgton**

By \_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Town of Brunswick**

By \_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Town of Cape Elizabeth**

By \_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Town of Cumberland**

By \_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Town of Falmouth**

By \_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Town of Freeport**

By \_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Town of Gorham**

By \_\_\_\_\_

Title: \_\_\_\_\_

Print name: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Portland**

By \_\_\_\_\_

Title: \_\_\_\_\_

Print name: \_\_\_\_\_

Date: \_\_\_\_\_

**Town of Scarborough**

By \_\_\_\_\_

Title: \_\_\_\_\_

Print name: \_\_\_\_\_

Date: \_\_\_\_\_

**City of South Portland**

By \_\_\_\_\_

Title: \_\_\_\_\_

Print name: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Westbrook**

By \_\_\_\_\_

Title: \_\_\_\_\_

Print name: \_\_\_\_\_

Date: \_\_\_\_\_

**Town of Windham**

By \_\_\_\_\_

Title: \_\_\_\_\_

Print name: \_\_\_\_\_

Date: \_\_\_\_\_

**Town of Yarmouth**

By \_\_\_\_\_

Title: \_\_\_\_\_

Print name: \_\_\_\_\_

Date: \_\_\_\_\_

# ITEM

## 20-023

To consider and act on rescheduling the June 9<sup>th</sup> Municipal Election to coincide with the State Primary Election on July 14<sup>th</sup>

**From:** [William Shane](#)  
**To:** [Brenda Moore](#)  
**Subject:** FW: Municipal Election  
**Date:** Tuesday, April 14, 2020 4:29:42 PM  
**Attachments:** [image006.png](#)  
[image007.png](#)  
[image008.png](#)  
[image009.png](#)

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**From:** Tammy O'donnell  
**Sent:** Tuesday, April 14, 2020 2:02 PM  
**To:** William Shane <[wshane@cumberlandmaine.com](mailto:wshane@cumberlandmaine.com)>  
**Subject:** FW: Municipal Election

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**From:** Alyssa C. Tibbetts <[ATibbetts@JBGH.com](mailto:ATibbetts@JBGH.com)>  
**Sent:** Monday, April 13, 2020 9:07 PM  
**To:** Tammy O'donnell <[todonnell@cumberlandmaine.com](mailto:todonnell@cumberlandmaine.com)>  
**Subject:** RE: Municipal Election

Hi, Tammy –

I think that ability already exists under the legislation that was enacted March 17. See the bottom of page 4: <http://www.mainelegislature.org/legis/bills/getPDF.asp?paper=SP0789&item=1&snum=129>. Section D-3 allows municipalities to postpone the date of a scheduled municipal secret ballot election or referendum election by posting notice in a conspicuous public location at least 2 days prior to the date of the election. The notice must be signed by a majority of the municipal officers and state a specified date and time during which the polls will be open or that such date will be determined by the municipal officers. The rescheduled election must be noticed by a warrant at least 7 days in advance of the rescheduled election.

This provision of emergency legislation states “notwithstanding any law or municipal charter to the contrary,” which means you can do this regardless of what your charter specifies for the timing of municipal elections.

I think the Council has the authority under this provision to reschedule the municipal election to coincide with the state primary.

Please let me know if you have any questions.

Thanks,  
Alyssa

*Alyssa C. Tibbetts, Esq.*

Ten Free St., P.O. Box 4510

Portland, ME 04112

(207) 775-7271

(207) 775-7935 (Fax)



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**From:** Tammy O'donnell <[todonnell@cumberlandmaine.com](mailto:todonnell@cumberlandmaine.com)>

**Sent:** Monday, April 13, 2020 1:21 PM

**To:** Alyssa C. Tibbetts <[ATibbetts@JBGH.com](mailto:ATibbetts@JBGH.com)>

**Subject:** Municipal Election

Hi,

Now that the Governor has issued her Executive Order for the Primary Election, I would like to get your opinion on the issue of moving the date of the Municipal Election to be coincide with the State Primary. I know that we discussed the issue of the expiration of the 3 year term for Town Councilors and determined that under Article II, Section I. the last sentence of the section probably covers the additional time between their term expiration and the new election date.

“Each member shall be elected for a term of three (3) years and until a successor is elected and qualified”.

Do you feel that the Council has the right to change the date of the election per the charter? I know that Bill received an email from Cathy Breen that mentioned that MMA was working with the Governor's Office

for her to issue another Executive Order for municipalities to have the authority to change the date of their Municipal Election. I am imagining they are referring to municipalities that do not have municipal

charters. Thank for any assistance you can provide. Stay dry and safe!

Best Regards,

Tammy



**Tammy O'Donnell**

Town Clerk, Town of Cumberland

[207-829-5559](tel:207-829-5559)

[www.cumberlandmaine.com](http://www.cumberlandmaine.com)

290 Tuttle Road, Cumberland, Maine 04021



# ITEM

# 20-024

To set a Public Hearing date of May 11<sup>th</sup> to consider and act on forwarding to the Planning Board for a Public Hearing and recommendation, a zone change request for a solar array on Route 100

**See workshop for materials**



Sea Oak Capital is a privately held limited liability company founded in 2018 by its Chief Executive Officer, Dan Poydenis. Dan's dynamic background includes roles as the President of NuGen Capital, an attorney in the New York office of DLA Piper, and the managing director of a large privately held solar development company. In these various capacities, Dan has had a leadership role across gigawatts of renewable energy development and investment. Dan is a frequent speaker on solar financing, development, due diligence and investment, and is widely recognized as a pioneer and industry leader in the renewable energy sector.

Having worked in renewable energy since 2007, Dan founded Sea Oak Capital as the vehicle to invest in, own and operate distributed solar assets across the country with a core focus in the Northeast. The management team at Sea Oak Capital has invested over \$250M and owned and operated in excess of 100 MWs of solar projects in New England over the past 10 years. Over the past six months, Sea Oak Capital has invested in over 30 MWs of solar farms in New England. Included in those 30 MWs is a 5 MW solar project in Attleboro, Massachusetts that was developed by REI and is now owned by Sea Oak Capital through the same partnership the companies are implementing on this opportunity.

For more information please visit: [www.seaoakcapital.com](http://www.seaoakcapital.com)



Mr. William R. Shane  
Town Manager  
Town of Cumberland  
290 Tuttle Road  
Cumberland, ME 04021

April 22, 2020

Re: Gray Road Solar Project Workshop

Dear Bill,

Thank you for arranging the workshop on April 27<sup>th</sup> for REI and our co-development partners Sea Oak Capital. We look forward to the discussion of our plans for the solar array on Gray Road, Cumberland.

I founded REI as a single owner LLC in 2006 to pursue renewable energy projects in Europe and the US. Initially, I was employed as head of the international wind energy business for Veolia Environment in Paris, one of the largest infrastructure companies in the world. My remit was to build up a large portfolio of projects in Eastern Europe, which I succeeded in doing during my three years there. In 2009, I chose to set up my own development company with operations in four European countries, again focusing on large onshore wind projects. It was successful in putting together a medium-sized portfolio of projects that advanced deep into the development stage. Unfortunately, there were political changes in our two major markets that resulted in the shutting down of all onshore wind projects in favor of offshore wind. As a result, I decided to return to the US in 2016 to re-launch REI as an early-stage utility scale solar developer in Massachusetts.

My first solar project in Massachusetts kicked off in February 2017 in co-development with a large European utility that had a significant solar portfolio in Europe and wanted to get a foothold in the US market. In September 2019, the project was sold to Sea Oak Capital. I am also co-developing two projects in MA with a large private equity firm. Our first project should be constructed this year and the second one in 2021. I have a further three projects in MA and 5 – 10 much larger projects in South Carolina.

The Gray Road project is our most advanced project in Maine. CMP is currently carrying out the System Impact Study which should be ready in early June, with the Interconnection Service Agreement (ISA) hopefully signed shortly thereafter. We have applied for and been accepted in the Maine PUC Procurement Block 1 and are hoping to go forward with that process. We are fully engaged with the DEP on their requirements with Sebago leading that task. As we were progressing well on that permitting front, it seemed to be the right time to initiate discussions with the Town of Cumberland.

The project is currently planned as a 4.999 MW ground-mounted solar array constructed on 19.5 acres of partly meadowland and partly forested. It will include an energy storage component. We are on the third draft of what will be many drawings, always trying to improve on it and take on board suggestions from stakeholders such as the Council. Sebago will provide detailed information on it at the workshop.

REI's involvement in the solar market in Maine goes back to last June when Governor Mills signed various bills promoting a clean energy future for the state. The approach by the state's leadership seemed sensible and very much in line with some of the more progressive climate change programs in other states and countries. The intention is to replace energy plants using hydrocarbons as a feedstock (or nuclear plants) with renewable assets like wind and solar, which rely on a feedstock that is free and clean - wind and the sun's rays. Clean air has the benefit of reduced health risks and costs, and has a positive effect on lost workdays, all of which filters through to GDP.

I hope this introduction has answered some of the questions on our intentions for the proposed project on Gray Road. We look forward to addressing anything else that you would like to discuss at the workshop next Monday evening.

Best Regards,

Jeff Potter  
CEO  
Renewable Energy International LLC  
70, Lakeview Avenue  
Falmouth, MA 02540  
Cell (786) 223-2891  
Email: [jeff@renewableenergyint.com](mailto:jeff@renewableenergyint.com)  
Website: [www.renewableenergyint.com](http://www.renewableenergyint.com)

**JEFF POTTER**  
**70 Lakeview Avenue**  
**Falmouth, MA 02540**  
US Cell (786) 223-2891  
Email [jeff@renewableenergyint.com](mailto:jeff@renewableenergyint.com)

### **Career Summary**

- Currently CEO of a mid-sized solar energy developer with projects in Massachusetts, Maine and South Carolina.
- Top tier sales and business development professional with excellent financial skills. Proven track record of excellence, with high growth performance in institutional sales and new market launches.
- 25 years experience in the oil & gas industry. Ten years in renewable energy (wind, geothermal, solar, LFG) in business development and project finance.

### **Employment History**

#### **January 2017 to Present**

RENEWABLE ENERGY INTERNATIONAL, Boston

#### **CEO**

- Utility scale solar co-development with a large European utility (one project – sold), a large PE firm (2 projects – late stage), and a large investment company (5 projects – early/late stage). Projects in Massachusetts & Maine ca. 5 MW; and South Carolina 74.5 MW.

#### **July 2009 to December 2016**

WINDYFIELDS (Re-branded from RENEWABLE ENERGY INTERNATIONAL), London

#### **CEO**

- Re-launched self-owned business, focusing on the development of a portfolio of wind energy projects in Northern Ireland and Eastern Europe. Within six months built up experienced teams in three countries with 300 MW in active development and a pipeline of 750 MW. Raised substantial debt and equity funding. Advanced two projects to planning permission stage, and two others to environmental permits.

#### **December 2006 – July 2009**

EOLFI/VEOLIA, Paris (Eolfi was a project development company & fund specializing in wind, taken over by Veolia in 2008)

#### **Head of Business Development**

- Responsible for generating all new international projects, through greenfield development or acquisition. In the first two years of employment, accomplishments included: origination of a portfolio of over 1,000 MW in Poland and hired and managed a ten person development team; acquisition of Ridgeline Energy in the US with 2,000 MW; advanced negotiations for substantial assets in various stages in Poland, Italy, Germany, Romania, Bulgaria, Serbia, Turkey and elsewhere.
- Salary doubled after six months and equity stake offered.

#### **February 2005 – November 2006**

RENEWABLE ENERGY INTERNATIONAL, London

#### **Managing Director**

- Development of wind power projects in Eastern and Southern Europe. Developed a pipeline of over 500MW of advanced development projects, mainly in Poland. Main duties included: Origination of projects; arrangement of equity and debt providers; financial modelling and analysis of project economics; obtaining grants, other support mechanisms & carbon credits; and all technical aspects to include foundation works and turbine type and installation.

- Main achievements: brought 30MW and 10.2MW projects to project finance stage. Debt and equity negotiations for both projects.

### **March 2001 – February 2005**

STANDARD BANK, Miami & London

#### **Head of Energy Department in the Americas**

- Recruited to develop the bank's energy business in the Americas
- Expanded the range of activities from risk management to reserve-backed financing (oil & gas), project finance (renewable energy) and related product areas
- Established cross-marketing opportunities in renewable energy, carbon credits, insurance premium financing, foreign exchange and interest rate swaps
- Senior Derivatives Marketer with a client base of more than 100 companies in oil & gas, shipping and the airline industry
- Main Achievements: Established the bank's presence in oil & gas in the Americas; originated and developed a geothermal project in Nicaragua (\$7m and equity stake) and financed an oil asset-backed transaction in Colombia (\$12m).

### **December 1999 – January 2001**

Self Employed Money Manager

**Investment Manager**, Lighthouse Point, Florida

- Management of a diversified portfolio of equities.

### **November 1988 – July 1999**

CONTINENTAL AMERICAN TRADING SERVICES, London

UNIVEST IRELAND LIMITED, Dublin

#### **Owner/Managing Director**

- founded brokerage firm in futures, derivatives, physical crude oil and products
- Commission sales on gross turnover of over \$1 billion within two years
- Clients included all major oil companies, all large traders, many refiners, most state-owned European oil companies, among others.
- Diversified into physical oil trading in January 1998, covering Middle East/Europe
- Main Achievements: Pioneered energy derivatives products (such as mops & swaps); hired and trained personnel into current key industry producers; diversified and expanded business into markets in Russia, the Caspian and Eastern Europe.

### **July 1981 – November 1988**

MERRILL LYNCH & SHEARSON LEHMAN HUTTON, London

#### **Senior Vice-President/Director International Energy Group**

- Recruited to establish and develop energy futures unit for institutional clients
- Directed group to number one energy sales team in Europe
- Main achievement: Elected to Chairman's Club (top 20 producers in Europe)

### **Education**

**PhD Program** – Graduate Institute of International Affairs, Geneva (non degree)

**MBA** - INSEAD, Fontainebleau, France

Focus on Business Policy, Marketing and Finance

**MA** - University of Southern California

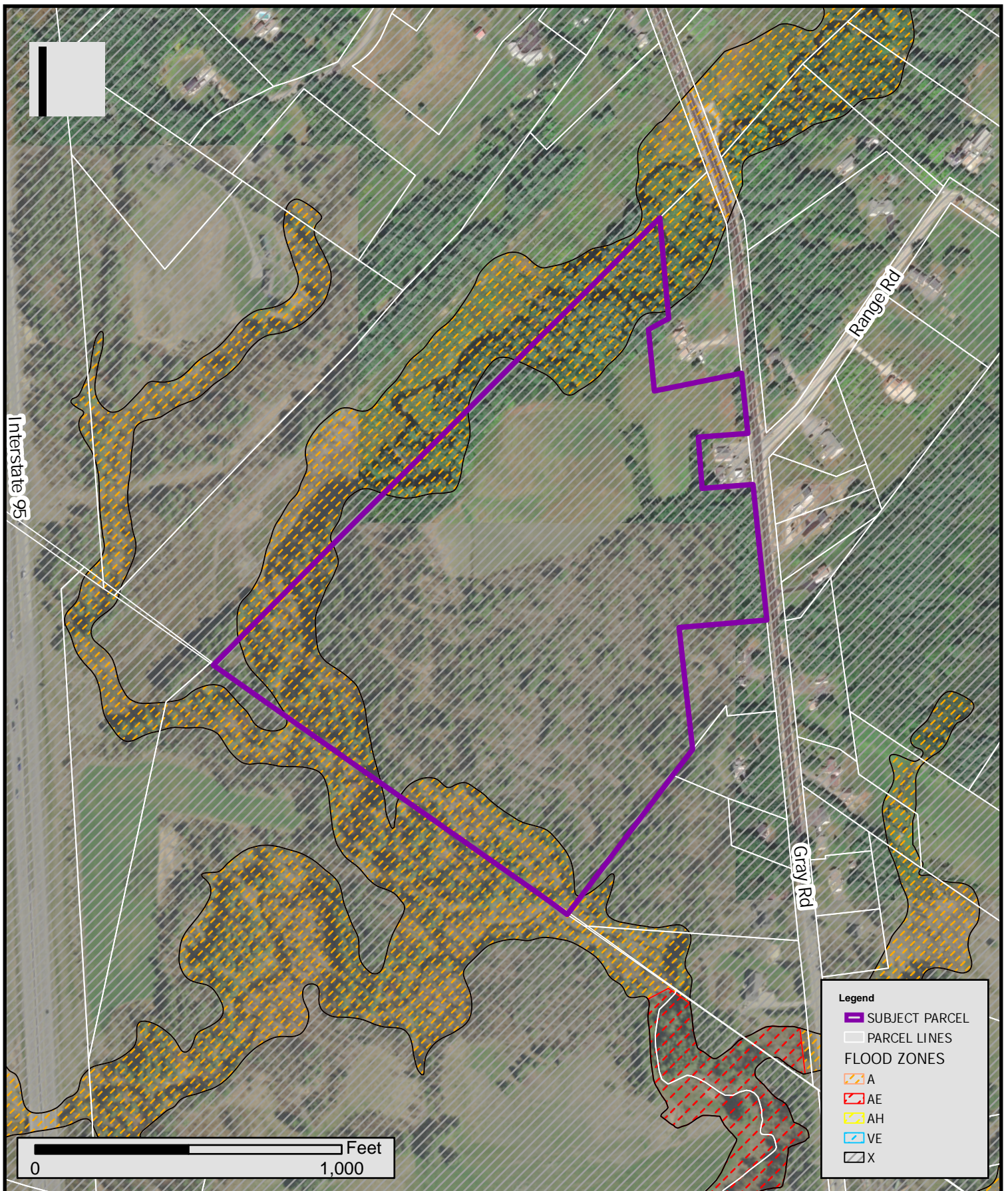
International Relations

**BA** - University of Oklahoma, Norman, OK

Political Science & Russian Studies

**Languages**    Fluent German; conversant in French, Dutch, Russian, Italian and Spanish






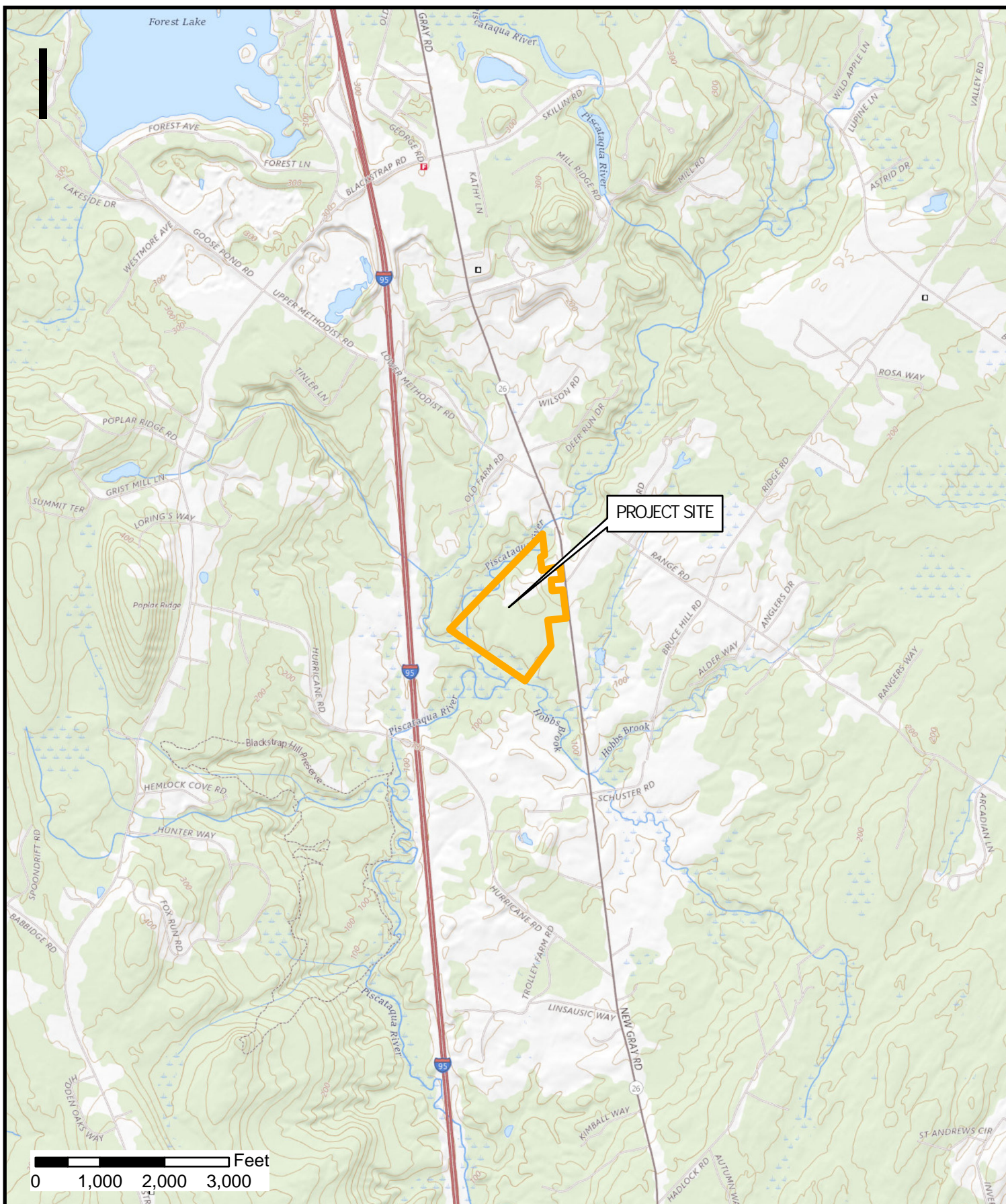
**Legend**

- SUBJECT PARCEL
- PARCEL LINES
- FLOOD ZONES
- A
- AE
- AH
- VE
- X

0 Feet 1,000

<div><p><b>SEBAGO</b> T E C H N I C S</p><p><b>WWW.SEBAGOTECHNICS.COM</b></p><p>75 John Roberts Rd. - Suite 4A South Portland, ME 04106 Tel. 207-200-2100</p></div>	<div>FEMA FLOOD ZONE MAP FOR: RENEWABLE ENERGY INTERNATIONAL(REI)</div>		<div>SCALE: 1:5,000</div>
	<div>LOCATION: GRAY ROAD CUMBERLAND, ME</div>		<div>DATE: 04/20/2020</div>
		<div>INFORMATION: FEMA Flood Hazard Areas 2017 ESRI World Imagery Parcel Lines - Towns of Cumberland, Falmouth</div>	





**SEBAGO**  
TECHNICS

WWW.SEBAGOTECHNICS.COM  
75 John Roberts Rd., Suite 4A  
South Portland, ME 04106  
Tel. 207-200-2100

# LOCATION MAP FOR: RENEWABLE ENERGY INTERNATIONAL(REI)

LOCATION:

GRAY ROAD  
CUMBERLAND, MAINE

INFORMATION:

USGS Quad Sheet: Cumberland Center

SCALE: 1:24,000

DATE: 04/20/2020





**SEBAGO**  
T E C H N I C S

WWW.SEBAGOTECHNICS.COM  
75 John Roberts Rd. - Suite 4A  
South Portland, ME 04106  
Tel. 207-200-2100

ORTHOPHOTO  
FOR: RENEWABLE ENERGY INTERNATIONAL(REI)

LOCATION:

GRAY ROAD  
CUMBERLAND, ME

INFORMATION:

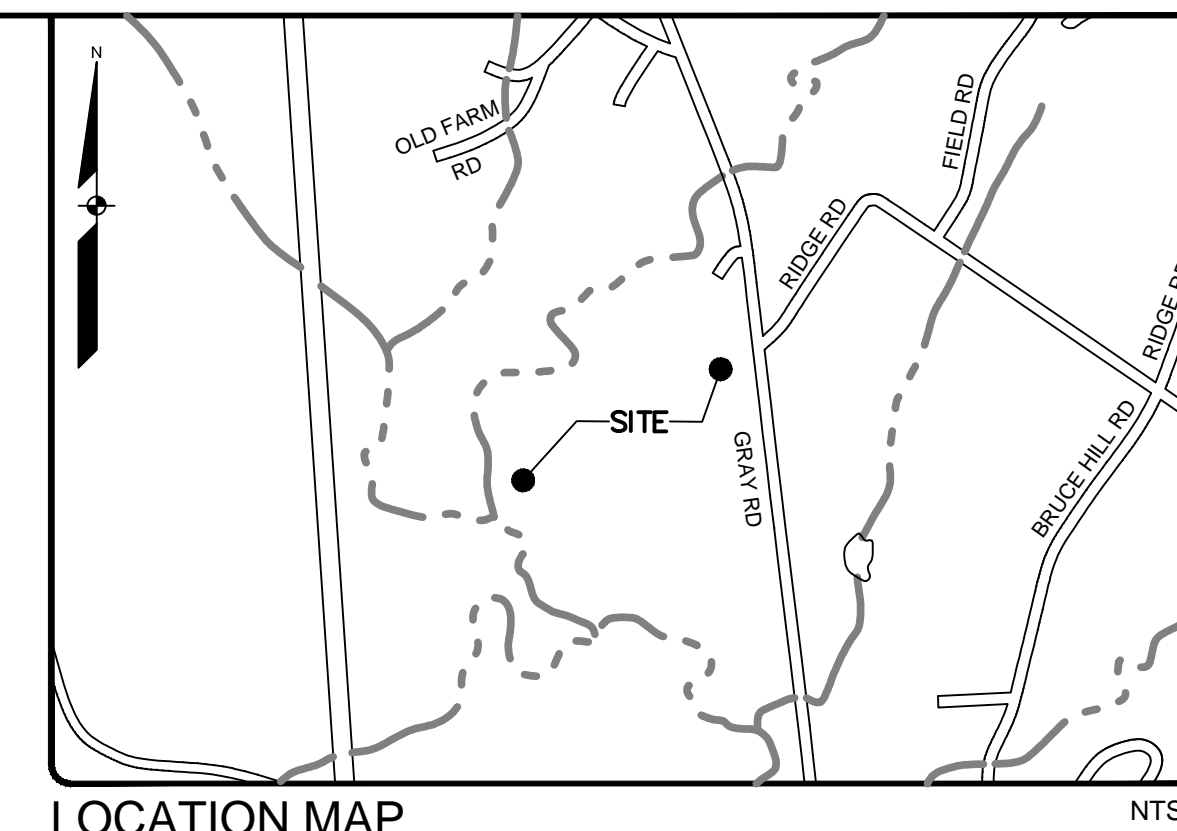
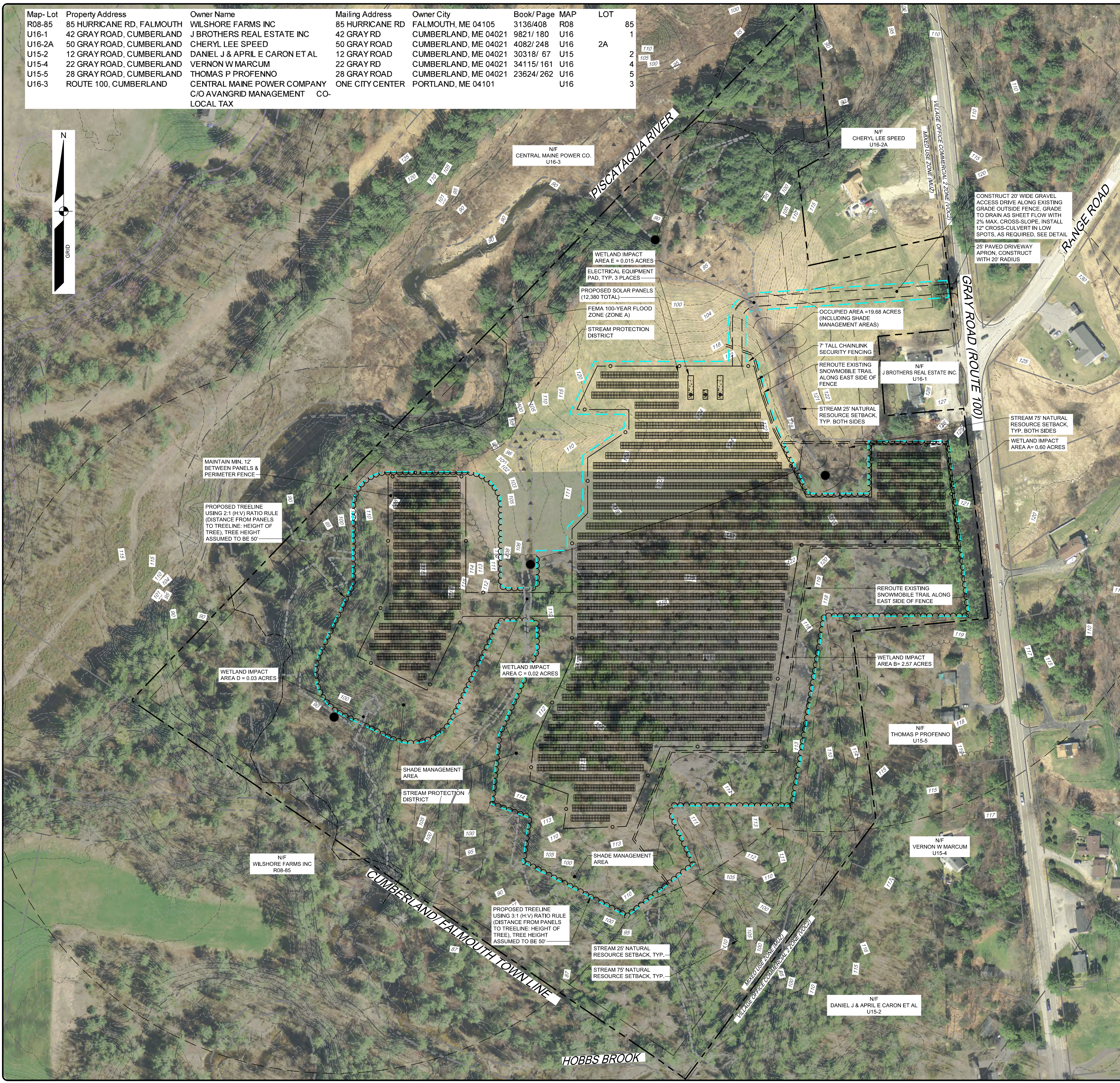
ESRI World Imagery  
Parcel Lines - Towns of Cumberland, Falmouth

SCALE: 1:5,000

DATE: 04/20/2020








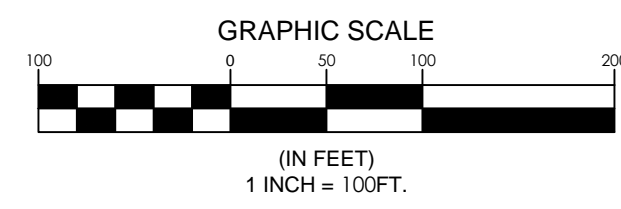
Map- Lot	Property Address	Owner Name	Mailing Address	Owner City	Book/ Page	MAP	LOT
R08-85	85 HURRICANE RD, FALMOUTH	WILSHORE FARMS INC	85 HURRICANE RD	FALMOUTH, ME 04105	3138/408	R08	85
U16-1	42 GRAY ROAD, CUMBERLAND	J BROTHERS REAL ESTATE INC	42 GRAY RD	CUMBERLAND, ME 04021	9821/ 180	U16	1
U16-2A	50 GRAY ROAD, CUMBERLAND	CHERYL LEE SPEED	50 GRAY ROAD	CUMBERLAND, ME 04021	4082/ 248	U16	2A
U15-2	12 GRAY ROAD, CUMBERLAND	DANIEL J & APRIL E CARON ET AL	12 GRAY ROAD	CUMBERLAND, ME 04021	30318/ 67	U15	2
U15-4	22 GRAY ROAD, CUMBERLAND	VERNON W MARCUM	22 GRAY RD	CUMBERLAND, ME 04021	34115/ 161	U16	4
U15-5	28 GRAY ROAD, CUMBERLAND	THOMAS P PROFENNO	28 GRAY ROAD	CUMBERLAND, ME 04021	23624/ 262	U16	5
U16-3	ROUTE 100, CUMBERLAND	CENTRAL MAINE POWER COMPANY C/O AVANGRID MANAGEMENT CO- LOCAL TAX	ONE CITY CENTER	PORTLAND, ME 04101		U16	3



## GENERAL NOTES

1. SOLAR ARRAY INFORMATION: 4.77 MwAc, 12,380 SOLAR PANELS.
2. THE RECORD OWNER OF THE PARCEL IS SCOTT JENSEN, 283 RANGE ROAD, CUMBERLAND, ME 04021.
3. THE PROPERTY IS SHOWN AS LOT 2 ON THE TOWN OF CUMBERLAND TAX MAP U16 AND IS LOCATED IN THE MIXED USED DISTRICT.
4. TOTAL AREA OF PARCEL IS APPROXIMATELY 51.26 ACRES.
5. PARCEL INFORMATION SHOWN HEREON BASED UPON TOWN OF CUMBERLAND TAX MAP PARCELS. THIS IS NOT A BOUNDARY SURVEY.
6. CONTOUR TOPOGRAPHY INFORMATION SHOWN HEREON IS BASED SOLELY UPON 2011 STATE OF MAINE LAND COLLECTION. GROUND POINTS ONLY, INTERPOLATED AT A 10 FOOT GRID.
7. AERIAL IMAGERY DATED 2012.
8. PLAN ORIENTATION IS GRID NORTH, MAINE STATE PLANE COORDINATE SYSTEM, WEST ZONE 1802-NAD83. ELEVATIONS DEPICTED HEREON ARE NAVD88, BASED ON DUAL FREQUENCY GPS OBSERVATIONS.
9. UTILITY INFORMATION NOT DEPICTED HEREON.
10. A PORTION OF THE LOCUS PROPERTY AS DEPICTED HEREON DOES FALL WITHIN A SPECIAL FLOOD HAZARD AREA AS DELINEATED ON THE FLOOD INSURANCE RATE MAP FOR FALMOUTH, MAINE, CUMBERLAND COUNTY, COMMUNITY-PANEL NUMBER 230045 02 B, HAVING AN EFFECTIVE DATE OF OCTOBER 16, 1984. THE LOCUS FALLS WITHIN AN AREA IDENTIFIED AS A, AREAS OF 100 YEAR FLOOD.
11. WETLANDS AND ON-SITE STREAMS SHOWN HEREON BASED UPON A WETLAND DELINEATION AND SITE ASSESSMENT COMPLETED BY FB ENVIRONMENTAL IN APRIL 2020.

EXISTING	PROPOSED
_____	_____
_____	PROPERTY LINE/R.O.W.
_____	ABUTTER LINE/R.O.W.
_____	SETBACK
_____	EASEMENT
_____	BLOODPLAIN
_____	SOILS
_____	ZONE LINE
	ZONE LINE ON PL
	BUILDING
-----	EDGE WETLAND
	WETLANDS
-----	STREAM
-----	EDGE PAVEMENT
-----	PAVEMENT SAWCUT
-----	EDGE CONCRETE
-----	EDGE GRAVEL
	TREELINE
---120---+118---	CONTOURS
X 120.00	SPOT GRADE
○	CHAIN LINK FENCE
-----	SD
-----	STORM DRAIN
OHU	OVERHEAD UTILITY
UGU	UNDERGROUND UTILITY
	TRANSFORMER PAD
-----	UTILITY POLE
-----	DRAINAGE DITCH
-----	EROSION CONTROL BLANKET
-----	FILTER BARRIER
-----	RIPRAP



PROGRESS  
PRINT

NOT FOR  
CONSTRUCTION

[illegible]

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T E C H N I C S  
[WWW.SBAGOTECHNICS.COM](http://WWW.SBAGOTECHNICS.COM)

75 John Roberts Rd.  
Suite 4A  
South Portland, ME 04106  
Tel. 207-205-2100

OVERALL SITE PLAN  
OF:  
COMMERCIAL SOLAR ARRAY FACILITY  
GRAY ROAD  
CUMBERLAND, MAINE  
FOR:  
RENEWABLE ENERGY INTERNATIONAL (REI)  
70 LAKEVIEW AVENUE  
FALMOUTH, MASSACHUSETTS 02540

DESIGNED	CAB
DRAWN	STI
CHECKED	CAB
DATE	04-22-2020
SCALE	1" = 100'
PROJECT	20043



**From:** [William Shane](#)  
**To:** [Brenda Moore](#)  
**Subject:** FW: Permit Fees - Solar Farms  
**Date:** Thursday, April 23, 2020 9:33:37 AM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)

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For Council packet



**William R. Shane P.E.**

Town Manager

Town of Cumberland

207 829 2205

[www.cumberlandmaine.com](http://www.cumberlandmaine.com)

290 Tuttle Road, Cumberland, Maine 04021



---

**From:** Kurt Schaub <manager@MEGALINK.NET>

**Sent:** Thursday, April 23, 2020 9:09 AM

**To:** MTCMA@LIST.MTCMA.ORG

**Subject:** Permit Fees - Solar Farms

All –

In February, I inquired about permitting fees for solar farms. I received a handful of responses, most of which led me to conclude that many municipalities were evaluating their approaches. It's now been a few months, so I thought I'd stick my toe into the pool once again to see if anybody has reached any conclusions. To clarify, my request is for building permit fees for someone to erect a network of solar panels on private property.

In the last go around, I learned the following:

Fairfield – 10 cents per square foot for impervious surface

Kennebunk – Charged \$37,660 for a 15-acre farm – not clear if for electrical, building, or both.

Winslow - \$500 per megawatt (presumably electrical permit)

To date, Turner has concluded that any electrical permits associated with a solar farm will be issued by the state – that we're going to stay out of it since they'll wind up inspecting anyway. On the building front, we're contemplating \$100 per acre, but that is not yet final.

Any results may be sent to me directly – [manager@megalink.net](mailto:manager@megalink.net).

Thanks very much. Stay safe!

Kurt E. Schaub, Town Manager  
Town of Turner  
11 Turner Center Road  
Turner, ME 04282  
207-225-3414

---

**Total Control Panel**

[Login](#)

To: [Remove](#) this sender from my allow list  
[wshane@cumberlandmaine.com](mailto:wshane@cumberlandmaine.com)

From: [owner-](#)  
[mtcma@list.mtcma.org](mailto:mtcma@list.mtcma.org)

*You received this message because the sender is on your allow list.*

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To unsubscribe from the MTCMA list, click the following link:  
<https://LIST.MTCMA.ORG/scripts/wa-MTCMA.exe?SUBED1=MTCTMA&A=1>

[External]