

AGENDA
Cumberland Town Council Meeting
Town Council Chambers
MONDAY, September 14, 2020
7:00 P.M. Call to Order

Streaming on YouTube - Town of Cumberland Maine and broadcast live on
Spectrum Channel 2 and 1301

I. CALL TO ORDER

II. APPROVAL OF MINUTES

August 24, 2020

III. MANAGER'S REPORT

Cumberland Author, Bill Kenny introduces his book "A History of Maine Railroads"

IV. PUBLIC DISCUSSION

V. LEGISLATION AND POLICY

20 – 065 To set a Public Hearing date of September 28th on the order of discontinuance as a Town way, a portion of Turkey Lane from Range Road to the snowmobile bridge.

20 – 066 To hold a Public Hearing to consider and act on the 2021 Shellfish License allocations, as recommended by the Shellfish Conservation Commission.

20 – 067 To hear a report from the Finance Director re: 4th Quarter Financials.

20 – 068 To hold a Public Hearing to authorize the Town Manager to transfer inter-departmental operating funds for FY'20, as recommended by the Finance Committee.

20 – 069 To consider and act on setting October 12th – 16th as bulky item pick up week.

20 – 070 To request a recommendation for the sale of Town owned property located at 4 Blanchard Road from the Lands and Conservation Commission.

20 – 071 To set a Public Hearing date of September 28th to consider and act on accepting a portion of Red Mill Way as a public road, as recommended by the Lands & Conservation Commission.

20 – 072 To set a Public Hearing date of September 28th to consider and act on amendments to Chapter 315 (Zoning), Section 21 (Town Center District), B-12 (Day Care Centers and Nursery Schools), to increase the number of children allowed from 20 to 28, as recommended by the Planning Board.

20 – 073 To set a Public Hearing date of September 28th to consider and act on adding a Residential Solar Energy System Ordinance to the Cumberland Code, as recommended by the Ordinance Committee.

VI. NEW BUSINESS

Employee Appreciation Luncheon, Thursday, September 17th

VII. ADJOURNMENT

MINUTES
Cumberland Town Council Meeting
Town Council Chambers
MONDAY, August 24, 2020
6:00 P.M. Finance Committee Meeting

7:00 P.M. Call to Order

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

I. APPROVAL OF MINUTES

Motion by Councilor Vail, seconded by Councilor Turner, to accept the August 10, 2020 meeting minutes as presented.

VOTE: 6-0-1 (Edes abstained) MOTION PASSES

II. MANAGER'S REPORT

Councilor Turner donated \$100 to the Food Pantry in Councilor Copp's name. Councilor Copp did repairs to his vehicle and didn't charge him, so he wanted to donate the money to the Food Pantry.

The Historical Society was placed on its foundation today at the Library site. This has been a long process, but it will all be worth it when it is done.

Route 9 from Turkey Lane to the Falmouth town line got a shim coat of pavement today. DOT contributed 50% of the cost. In the spring, DOT will rehabilitate Route 9, which means adding additional gravel, widening the shoulders and repaving with 3 to 4 inches of paving. It will be a big improvement from the condition the road is in today.

At our last meeting, the Town Council requested that the "Standing in Solidarity against Racial and Social Injustice" statement that the Chamber of Commerce asked the Town to endorse be discussed at tonight's meeting. This is an opportunity for the Council to decide if they want to endorse it.

Councilor Storey-King referred to 3 letters that were received today that are in support of the Town Council endorsing the letter (see below):

Dear Councilors,

Thank you for taking up the very important topic of signing on to the Portland Regional Chamber of Commerce's "Standing in Solidarity against Racial and Social Injustice" pledge at tonight's meeting. I urge you all to vote in favor of signing on. It is not only the statement, not only the words that are important. Indeed, even more important than words is the commitment to action, and I believe that action can best be supported through working with others. I am impressed by the support and resources the Chamber is providing, and I would be proud for Cumberland to join the long and diverse list of employers who have already made this pledge.

Thank you for your consideration.

Anneke Hohl

Coveside Rd

Cumberland Foreside

Good afternoon, Councilors --

I had hoped to join you in person tonight, however, I had an unexpected work commitment come up and so I wanted to send you my public comment via email in case I am not able to make it over to Town Hall. I do hope that you will take my comments just as seriously had I been able to offer them up in person. I have also copied my husband on this email as he asked that I list him as a co-signer.

We wholeheartedly encourage the Council to support the Chamber's Standing in Solidarity Commitment Pledge to ensure the Town of Cumberland is an employer that is operating with values and standards which advance racial equity and social justice. It appears this is being made out to be a political issue when it should not be one. This commitment only asks that the Town, as an Employer, commit to training and educating its workforce on topics of racism, unconscious bias, diversity, equity, and inclusion. As the governing body of our town, I would hope that you all would also want to participate in some of these free trainings and available resources, but as a bare minimum, these are things that Town Employees should have access to as public servants. The commitment only asks that you pledge to demonstrate a commitment to racial equity in the areas in which the Town, again as an Employer, can influence, such as inclusive recruitment practices, addressing barriers to hiring, and workplace programs to promote cross-cultural understanding.

To us, this is an easy ask and one that you should willingly endorse and support. We hope that you will join the other cities and towns -- and many other local and national businesses - that have already signed on.

*Thank you for your consideration,
Jessica & Matthew Grondin
7 Candlewick Lane*

*Dear Cumberland Town Councilors,
I am writing in reference to the Manager's Report agenda item regarding the Portland Chamber of Commerce's solicitation for a pledge towards Standing in Solidarity Against Racial and Social Injustice. I am writing in full support and in advocacy for the Town of Cumberland's dedication to this pledge as it is written. I truly hope the elected officials of our town will join the many other partners who have already signed on to this promise without debate. Joining these efforts towards dismantling racism and establishing equity in hiring practices, business operations, and all other areas of commerce is an important step towards establishing our community as a safe and equitable setting to both live and work. I see no reason that joining the Chamber of Commerce's partners in Standing in Solidarity against Racism should need further discussion. Thank you for your consideration and your time.*

*Best Regards,
Rebecca Brown
Cumberland Resident*

Councilor Vail said that he has thought a lot about this and is prepared to put this to a motion to support the letter. For us to show support of hiring practices and how we conduct ourselves as a community is not a big step for us as a Council. There are a lot of people and organizations who have endorsed this letter who are part of our community. He referred to a book that someone gave him entitled "Killers of the Flower Moon". The book is about systemic racism against Indians in Oklahoma who were forced from their land. It brought attention to the fact that people will take advantage of other people. We as a

community have an onus to say that we are not going to do that. We as a Council can step up and say that the buck stops here, the responsibility stops here, and the right thing to do stops here.

Councilor Turner said that he mostly agrees with Councilor Vail. He feels that to support the Black Lives Matter movement and anything to do with anti-racism is a small thing for us individually. In the past 40 years he does not think that this Council has ever made a blanket statement of political significance. What bothers him about a Council blanket affirmation is the word systemic. The fact of the matter is that racism exists all over this country and has existed for a long time. We have made a lot of progress since the 1960's and beyond. Systemic is an opinion, and the fact of the matter is that racism is being broadly extant in this country is a no brainer. He feels that acting as a Council, we are taking a large step because we're advocating a political statement, and that hasn't been done in 40 years, but maybe it's time to.

Councilor Foster said that she can appreciate that the word systemic brings a lot of emotions, but she disagrees that it's political and that it's an opinion. The word systemic comes from system. Our financial systems and the fact that so much of how you move forward in this country is around financial score, and demographic score, and your ability to get insurance. Those systems developed in a way that unfortunately, make it less likely that people of color are able to have the same likelihood of having a high financial score, a higher demographic score, or a high insurance score. All of these things snowball, so when it comes to systemic, she doesn't view the meaning of the word as the people in the system are racist, it's that the system and how it's been built over the last hundreds of years, unfortunately puts people of color at a disadvantage. This pledge is much more about education, where we are today, and where we could be going in the future.

Councilor Storey-King said that when she first read the statement, she thought that it was only words with no action. Maybe endorsing the letter is an action, but it's only a small action and there is a lot of work to be done. She thinks it is a good first step and she doesn't agree that it's a political statement. It's a good place to start, then we have some work to do.

Councilor Edes said that he does not understand why the Chamber of Commerce is doing this. He has been in this Town all his life and he doesn't think there has ever been a claim of racism against the Town, or a claim that we haven't hired somebody because of their race. He is not opposed to endorsing it, but for him it's what this Town does every single day. He doesn't want to be broad brushed with other places that he thinks might not do the right thing or exhibit racism.

Councilor Copp said that he agrees with Councilor Edes. He has no problem endorsing the statement. He does not feel that we are a racist community.

Councilor Vail made a motion to support the Standing in Solidarity against Racial and Social Injustice, as amended below. Councilor Foster seconded:

The Town of Cumberland's pledge to combat racism and discrimination, to advocate for racial and social equity, diversity and inclusion in the workplace.

We have been living through a transformational time. The deaths of George Floyd, Ahmaud Arbery, and Breonna Taylor were a catalyst for peaceful demonstrations which we support and important conversations on racial and social injustice around the world. Maine companies, organizations, and communities are part of a global movement to address systemic racism and improve the quality of life, access to opportunities, and economic inclusion for Black, Indigenous and People of Color.

We, as leaders of the Town of Cumberland, understand that when it comes to racial and social justice, silence is not an option. We recognize that we have a responsibility to advocate for positive change and demonstrate our commitment to racial equity in our areas of influence, such as inclusive recruitment practices, addressing barriers to hiring and retaining foreign-trained professionals, and workplace programs to promote cross-cultural understanding. We condemn racism in any form, have zero tolerance for discrimination and pledge to participate in authentic dialogues about race, diversity, equity and inclusion.

As employers in a state where the majority of the population identifies as white, we will advocate for positive change and focus on the critical work of anti-racism.

We commit to continuously evaluate our own practices to ensure they live up to these values and standards and to educating our employees on racism and engaging in programs that advance racial equity. With openness, humility and respect, we can learn from each other and from the communities where we live and work.

We encourage our colleagues, our community partners, and each of our neighbors to join us as we promote racial and social justice throughout Maine.

VOTE: 7-0 UNANIMOUS

Linda Vail of 16 Wild Way said these are enormously difficult times in our country. She shared some experiences and discussions that made her open her eyes and ears to the meaning of white privilege and white supremacy. She hopes that as a community, we can come together and talk about this. We have to be able to talk about difficult and uncomfortable topics. She has heard people say that all lives matter. That is very true, but if you're saying this to dismiss the Black Lives Matter statement, then that is wrong. There are flaws in the system that make it hard for minorities to break out and become part of communities like ours. She hopes that we can come together as a community and do that through education for the entire community.

III. PUBLIC DISCUSSION

None

IV. LEGISLATION AND POLICY

20 – 059 To hear a report from the Town Manager re: discontinuance of a portion of Turkey Lane from Range Road to the snowmobile bridge, and to set a Public Hearing date of September 14th to hear public testimony on the order of discontinuance.

Town Manager Shane explained that this item was tabled at the last meeting due to the discontinuance of the 60 foot right-of-way in exchange for a 20 foot public easement. Councilor Vail objected to giving up any public land and felt that it was not in the best interest of the Town. He said that he would be in favor of a 60 foot public easement, not a 20 foot public easement. We have to vote to take this item off the table in order to move forward.

Motion by Councilor Vail, seconded by Councilor Turner, to take this item from the table for further discussion.

VOTE: 7-0 UNANIMOUS

Town Manager Shane explained that at our last meeting, he presented the Council with the option of discontinuing Turkey Lane from Range Road to the snowmobile bridge with a 20 foot easement. The Gallaudet's have maintained this easement and there are no homes that access this side of Turkey Lane. If someone were to get a building permit today for this side of Turkey Lane, they could then ask the Town to build Turkey Lane to

Town road standards because it is currently a public road. This could cost the Town hundreds of thousands of dollars. A discontinuance gives public easement rights and the Town does not have to maintain the road. People will still be able walk over it, hunt, fish and snowmobile over it.

Councilor Edes said that he has no problem discontinuing the road, but does not want to give up a 60 foot right-of-way and reduce it to a 20 foot right-of-way.

Councilor Vail wants to be sure that we are not giving up our rights on other roads in Town that we own and that we are not setting a precedent by approving this.

Chairman Gruber opened the Public Hearing.

Lu Gallaudet of 67 Range Road, said that she owns most of the land and the only buildable lots on the section of Turkey Lane between Range Road and the bridge over Mill Brook. For the over 30 years that she and her husband have lived on Range Road, Turkey Lane has been an overgrown path used occasionally by hunters, and families wanting to fish and snowmobile. This public use is in keeping with their own values and seems to also agree with the desire of the Town to provide recreational access to its citizens, as well as some rural spaces in Cumberland. Some months ago, one of her children contacted the Town for information about setbacks and other regulations in the event they were to build on Turkey Lane. The Town Manager, as a good steward of the Town's treasury, began to look at discontinuing instead of improving and maintaining the road, which would be a huge savings for the Town. If the ownership of their land changed hands, it is conceivable that a developer would ask that this Town way be made safe and convenient for motor vehicles. She hopes that the Town Council will discontinue this part of Turkey Lane and implement a public easement with restrictions, similar to those of Rines Forest, allowing pedestrians, non-motorized vehicles and snowmobiles. Turkey Lane is now described at a 4 rod or 66 foot wide road. We are asking that the Town Council reduce the public easement width to 20 feet, which is still wide enough for repair or emergency vehicles. They would like to provide one of their children a house lot. A 30 foot setback from a 20 foot public easement would improve the spacing of a house design, especially because they would like to keep the abutting field open. She hopes that the Town Council will discontinue this part of Turkey Lane and restrict it to specific recreational use and set the public easement width at 20 feet.

William Stiles of Range Road said that he would like to see the Town spend a little money on this portion of Turkey Lane and widen the path with a bush hog. He agrees with Councilor Vail. We own the road and we should not give any of it up.

Beth Davies of 63 Range Road said that her land abuts Turkey Lane and she has the right to use Turkey Lane if she chooses to build a large garage on her property. As an avid snowmobiler, she uses Turkey Lane on a regular basis. She thinks it would be a disservice to the community to discontinue the road. She thinks that this needs more thought and that the Town Council should come walk the area.

Town Manager Shane reiterated that the term "discontinuance" means that the Town does not want to have to maintain the road for **vehicular traffic**. We are obligated by law to maintain roads so vehicles can travel over them. With a discontinuance, we are eliminating that obligation. That's it. We are still going have a public easement and the public will still be able to use it however the Town Council sees fit. We are not eliminating any recreational uses.

Chairman Gruber closed the Public Hearing.

Motion by Councilor Storey-King, seconded by Councilor Vail, to set a Public Hearing date of September 14th to hear public testimony on the order of discontinuance.

20 – 060 To hold a Public Hearing to consider and act on a zone change request for a 3.35 acre parcel located in the Village Center Commercial (VCC) zone to the Village Medium Density Residential (VMDR) zone, as recommended by the Planning Board. TABLED BY APPLICANT

No action as this item was tabled by the applicant.

20 – 061 To hold a Public Hearing to consider and act on amendments to Chapter 229 (Site Plan Review), Section 10 (Approval Standards and Criteria), Sub-section H (Exterior Lighting) of the Cumberland Code, as recommended by the Planning Board.

Town Manager Shane explained that the Planning Board unanimously recommended approval of this amendment.

Chairman Gruber opened the Public Hearing.

No public comment.

Chairman Gruber closed the Public Hearing.

Motion by Councilor Copp, seconded by Councilor Vail, to amend Chapter 229 (Site Plan Review), Section 10 (Approval Standards and Criteria), Sub-section H (Exterior Lighting) of the Cumberland Code, as recommended by the Planning Board.

VOTE: 6-1 (Edes opposed)

MOTION PASSES

20 – 062 To authorize the issuance of Senior Property Tax Assistance Program payments.

Town Manager Shane explained that 190 residents qualified for the program. The Senior Property Tax Assistance Program Committee will look at the data to determine how many people would be eliminated from the program if we reduce the maximum annual income or years of residency requirement.

Chairman Gruber asked for any public comment.

No public comment.

Motion by Councilor Storey-King, seconded by Councilor Copp, to authorize the issuance of Senior Property Tax Assistance Program payments not to exceed \$70,000.00.

VOTE: 7-0

UNANIMOUS

20 – 063 To consider and act on forwarding to the Planning Board to develop setback requirements for residential solar arrays, as recommended by the Ordinance Committee.

Town Manager Shane explained that we have no definition of what a solar panel is, so the Code Enforcement Officer has defaulted to calling it a structure. Structures have large setback requirements, especially from the rear property line. We talked about this at the Ordinance Committee meeting and Councilor Storey-King did some research and came up with a solution that she will explain.

Councilor Storey-King said that we have a new resident who wants to put solar panels up during the construction phase of his new house. We have no language in our building code for solar panels, so the Code Enforcement Officer has to treat them like a structure. She did some research and found a very thorough ordinance from the Town of Belfast. Our wind power ordinance is a stand-alone ordinance and we could do something similar with a

residential solar ordinance. She would like the Council to consider not sending this to the Planning Board, but instead have the Ordinance Committee look at it and bring it back to the Council.

Councilor Vail said that he would also like to look at this from a commercial point of view, not just residential.

This item will be sent back to the Ordinance Committee. No Council action taken.

20 – 064 To consider and act on forwarding to the Planning Board for a Public Hearing and recommendation, amendments to Chapter 315 (Zoning), Section 21 (Town Center District), B-12 (Day Care Centers and Nursery Schools), to increase the number of children allowed from 20 to 28, as recommended by the Ordinance Committee.

Town Manager Shane explained that this request came from the Congregational Church and since it is in a commercial zone, the Ordinance Committee felt that it makes sense. This is limited to the Town Center District, not other areas of Town. This is the only daycare center in the Town Center District.

Chairman Gruber asked for any public comment.

No public comment.

Motion by Councilor Storey-King, seconded by Councilor Edes, to forward to the Planning Board for a Public Hearing and recommendation, amendments to Chapter 315 (Zoning), Section 21 (Town Center District), B-12 (Day Care Centers and Nursery Schools), to increase the number of children allowed from 20 to 28, as recommended by the Ordinance Committee.

VOTE: 7-0 UNANIMOUS

V. NEW BUSINESS

Councilor Edes – Richard “Smitty” Smith passed away. He used to run the Yarmouth Exxon. He was a very nice man and a lot of people knew him. Condolences to the Smith family.

Councilor Storey-King – The Ordinance Committee met last week and they met with some of the farmer’s in Town. It was a very good meeting. It was good to listen to our farmer’s concerns regarding all the restrictions that they have to adhere to. We don’t want to add more restrictions to them.

Councilor Vail – He understands that one of the obstacles that farmers are facing these days is lack of places to process their animals. He hopes that the conversations will continue and that we will include the Cumberland Farmer’s Club in the discussions. He views them as a possible solution to some of our farmer’s problems.

Chairman Gruber – The Food Pantry was closed last week, but we still received a lot of donations.

The Ordinance Committee met last week. They are doing some great work.

The Planning Board met last week and they had a number of residents who testified. Everybody was very respectful in their testimony.

Councilor Foster – She met with Communications Director, Eliza Porter recently to discuss her communications strategy. She will work with Eliza to put together a communication plan and present it to the Council.

She gave her donation to Chairman Gruber to help with the school supplies that the Food Pantry is putting together. If anyone needs help with their child's school supplies, they can contact the Food Pantry.

Councilor Turner – In regard to the discussion about helping our farmers, he feels that we should eliminate all fees that farmers are required to pay the Town.

Councilor Copp – It was brought to his attention recently that there was some graffiti on the back of the West Cumberland Fire Station. He notified the Town Manager and the next day it was painted over. Thank you, Bill.

VI. ADJOURNMENT

Motion by Councilor Storey-King, seconded by Councilor Edes, to adjourn.

VOTE: 7-0 UNANIMOUS

TIME: 8:48 P.M.

Respectfully submitted by,

Brenda L. Moore
Council Secretary

ITEM

20-065

To set a Public Hearing on the order of discontinuance as a Town way,
a portion of Turkey Lane from Range Road to the snowmobile bridge

DISCONTINUANCE OF PORTION OF TURKEY LANE PROCEDURES AND SCHEDULE

1. The Town Council holds a meeting to discuss the proposed discontinuance and files an order of discontinuance with the Town Clerk. **Prior to that meeting, the Town must give best practicable notice to all abutting property owners of the proposed discontinuance.** Notice must include a description of the discontinuance, information concerning the retention of the public easement and maintenance obligations for and the right of access to the way under the continuance of a public easement; it should also inform abutting property owners that they have the right to enter into agreements regarding maintenance of and access to the discontinued way. (D-1-abutter notice; D-2-draft discontinuance order). Note: the draft discontinuance order does not have to be included with the abutter notice

Anticipated date: August 10, 2020

2. The order of discontinuance must set forth:

- a. The location of the town way to be discontinued.
- b. The names of abutting property owners.
- c. The amount of damages, if any determined by the municipal officers to be paid to each abutter.
- d. Whether a public easement will be retained. Because the public easement is to be less than the full area of the road, the order should contain a good description of the area to be retained. In addition, this should include a list of the uses to which the easement will be limited.

Note: under the statute an easement for public utility facilities “necessary to provide or maintain service remains in a discontinued town way regardless of whether a public easement is retained.”

3. The Town Council holds a public hearing on the order of discontinuance at a subsequent meeting. ***Town Council tabled until August 24th meeting.***

Anticipated date: ~~August 24, 2020~~ September 14, 2020

4. The Town Council then votes on the order 10 or more business days after the public hearing. It must approve the order of discontinuance and the damage awards and, if necessary to appropriate the necessary funds to pay the damages.

Related to this, the Town Council can approve the license for the installation and maintenance of the desired improvements in the retained public easement area.)

(D-3-license agreement) (to be provided)

Anticipated date: ~~September 14, 2020~~ September 28, 2020

5. The Town Clerk must record an attested certificate of discontinuance in the Registry of Deeds. The certificate must include the name of the town way, the Town's name and the names of the abutting property owners. The discontinuance is effective on the date of recording. The Town Clerk must provide a copy of the certificate to the MDOT Bureau of Maintenance and Operations.

(D-4-certificate of discontinuance).

Order of Discontinuance of a Portion of a Town Way

To: Residents of the Town of Cumberland and other interested persons

From: Municipal Officers of the Town of Cumberland

Pursuant to 23 M.R.S.A. § 3026-A, the Municipal Officers of the Town of Cumberland hereby order the discontinuance as a Town way of that portion of Turkey Lane running from Range Road up to, but not including, the bridge on Turkey Lane, as further shown on Exhibit A, for a distance of approximately 1,040 feet.

Having given best practicable notice to all abutting property owners, a list of whom is attached to this Order, and the Town Planning Board, we further order that no damages be awarded to the abutting property owners because they have requested this discontinuance.

Further, said Municipal Officers in their capacity as the Town Council and the legislative body of the Town of Cumberland, hereby approve said order of the municipal officers and further order that said portion of Turkey Lane be discontinued immediately, without damages to abutters and with a public easement retained as described and set forth in Exhibit B.

Date: _____,

Thomas Gruber

Robert Vail

Ronald Copp, Jr.

Allison Foster

Michael Edes

Shirley Storey-King

George Turner

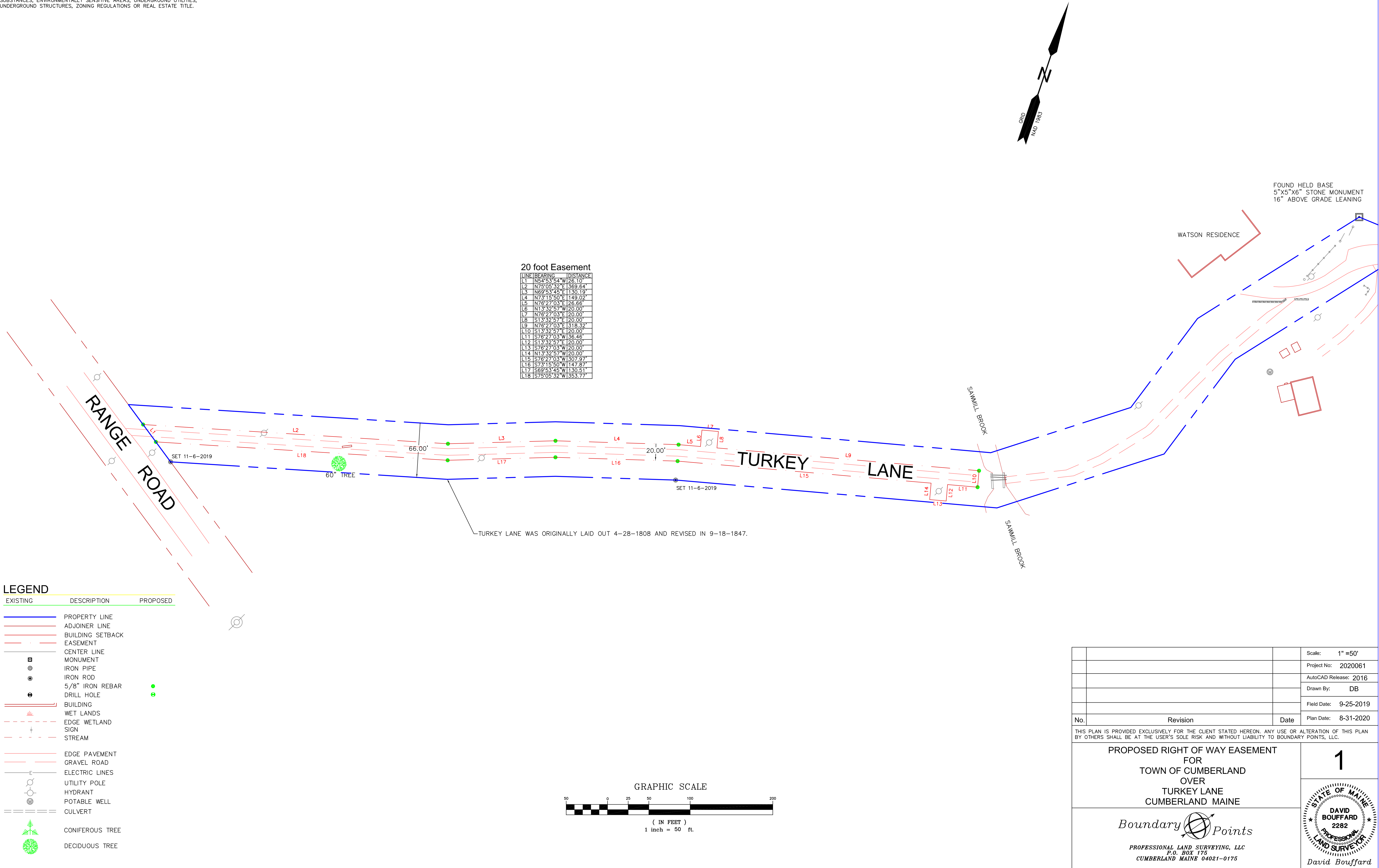
Municipal Officers/Town Council

EXHIBIT A
DESCRIPTION OF PORTION OF TURKEY LANE TO BE DISCONTINUED

SURVEYOR'S NOTES

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

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




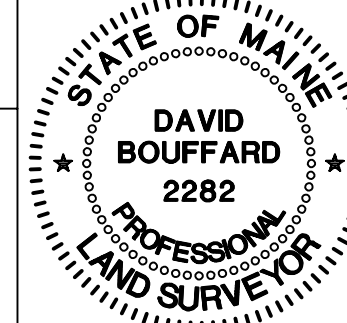
			Scale: 1" =50'
			Project No: 2020061
			AutoCAD Release: 2016
			Drawn By: DB
			Field Date: 9-25-2019
No.	Revision	Date	Plan Date: 8-31-2020
THIS PLAN IS PROVIDED EXCLUSIVELY FOR THE CLIENT STATED HEREON. ANY USE OR ALTERATION OF THIS PLAN BY OTHERS SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO BOUNDARY POINTS, LLC.			
PROPOSED RIGHT OF WAY EASEMENT FOR TOWN OF CUMBERLAND OVER TURKEY LANE CUMBERLAND MAINE			1
Boundary  Points PROFESSIONAL LAND SURVEYING, LLC P.O. BOX 175 CUMBERLAND MAINE 04021-0175			 David Bouffard

EXHIBIT B
DESCRIPTION OF PUBLIC EASMENT TO BE RETAINED

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

BEGINNING at an iron rebar on the easterly side of Range Road at the corner of Turkey Lane about 10 feet off the center of existing travelled way;

Thence the following courses and distances along Turkey Lane:

N 54°53'54" W, a distance of 26.10'
N 75°05'32" E, a distance of 369.64'
N 69°53'45" E, a distance of 130.19'
N 73°15'50" E, a distance of 149.02'
N 76°27'03" E, a distance of 364.98'
S 13°32'57" E, a distance of 20.00'
S 76°27'03" W, a distance of 364.43'
S 73°15'50" W, a distance of 147.87'
S 69°53'45" W, a distance of 130.51'
S 75°05'32" W, a distance of 353.77'

To the **Point of Beginning**.

Containing an area of **0.47 Acre**

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

Together with the right to install and maintain utilities.

Meaning and intending to reduce the width of a portion of Turkey Lane from 66 feet wide down to a width of 20 feet wide and approximately centered on the old travelled way.

Use of the public easement will be limited to use by pedestrians, snowmobiles, non-motorized vehicles and emergency vehicles.

LIST OF ABUTTING PROPERTY OWNERS

1. Bella LLC
60 Range Road
Cumberland Center, Maine 04021
Tax Map R05, Lot 14
2. Trustees of Revocable Inter Vivos Trust Agreement of Mary Lucile Gallaudet
67 Range Road
Cumberland Center, Maine 04021
Tax Map R05, Lot 15A

TO: Bella LLC
60 Range Road
Cumberland Center, Maine 04021
Tax Map R05, Lot 14

FROM: Cumberland Town Council, as the Municipal Officers of the Town

Dear Property Owner:

Our records show that you own property abutting Turkey Lane. This letter is to notify you that the Town Council proposes to initiate the process to consider whether to issue an order to discontinue Turkey Lane from its intersection with the Range Road to, but not including, the bridge on Turkey Lane, for a distance of approximately 1,040 feet and will determine damages, if any, to be paid to abutting property owners.

This section of Turkey Lane is now a town way, subject to a winter closure order, that is approximately sixty-six feet wide and is shown more particularly on Assessor's Tax Map R05, on file at Cumberland Town Hall, 290 Tuttle Road, Cumberland, ME (sketch enclosed). The Town Council intends to retain a public easement in the road. The public easement will be limited to twenty feet in width and will be further limited for use by pedestrians, snowmobiles, non-motorized vehicles and emergency vehicles.

If an Order of Discontinuance is issued and subsequently approved by vote of the Town Council, as the legislative body of the Town, the Town will have no obligation to maintain, repair or plow that section of Turkey Lane, but the public will still have the right to utilize the public easement as limited above, unless the public easement is extinguished as well. If the public easement is also extinguished, the Town will have no obligation to maintain, repair or plow the public easement road and the public will not have a right to utilize it in any manner. Ownership of the road is generally presumed to revert to the abutting landowners to the center line, but the Town cannot provide legal advice to you on ownership of any discontinued portion of the road.

As an abutting property owner, you would have the right to maintain a discontinued road and to form a road association or enter private agreements to maintain, plow and repair the road if it is discontinued with or without a public easement. Abutting property owners have the right to establish private easements to provide access to their property if they do not already possess a private right of access over a discontinued road.

Our records show that both properties abutting this portion of Turkey Lane are otherwise accessible by another public way. If you believe that your property is not otherwise accessible by another public way, please notify the Town at your earliest convenience. The Town considers your property to be accessible by another public way if it has the required frontage on that public way, regardless of whether you ultimately choose to utilize Turkey Lane as your driveway access.

On August 10, 2020, the Town Council will meet to determine whether to: (1) proceed with the discontinuance process and retain a public easement in the discontinued road as described and limited above; or (2) proceed with discontinuance of the road without retaining a public easement.

These matters will be discussed at this meeting of the Town Council and at a public hearing to be held on August 24, 2020. As an abutter, you or your designated agent are invited to attend that meeting, and to attend and be heard at the public hearing.

If you have any immediate questions, please do not hesitate to contact the Town Manager, Bill Shane, at (207) 829-2205. Thank you.

Thomas Gruber
Town Council Chair

Enclosure:
Tax Map sketch

TO: Trustees of Revocable Inter Vivos Trust Agreement of Mary Lucile Gallaudet
67 Range Road
Cumberland Center, Maine 04021
Tax Map R05, Lot 15A

FROM: Cumberland Town Council, as the Municipal Officers of the Town

Dear Property Owner:

Our records show that you own property abutting Turkey Lane. This letter is to notify you that the Town Council proposes to initiate the process to consider whether to issue an order to discontinue Turkey Lane from its intersection with the Range Road to, but not including, the bridge on Turkey Lane, for a distance of approximately 1,040 feet and will determine damages, if any, to be paid to abutting property owners.

This section of Turkey Lane is now a town way, subject to a winter closure order, that is approximately sixty-six feet wide and is shown more particularly on Assessor's Tax Map R05, on file at Cumberland Town Hall, 290 Tuttle Road, Cumberland, ME (sketch enclosed). The Town Council intends to retain a public easement in the road. The public easement will be limited to twenty feet in width and will be further limited for use by pedestrians, snowmobiles, non-motorized vehicles and emergency vehicles.

If an Order of Discontinuance is issued and subsequently approved by vote of the Town Council, as the legislative body of the Town, the Town will have no obligation to maintain, repair or plow that section of Turkey Lane, but the public will still have the right to utilize the public easement as limited above, unless the public easement is extinguished as well. If the public easement is also extinguished, the Town will have no obligation to maintain, repair or plow the public easement road and the public will not have a right to utilize it in any manner. Ownership of the road is generally presumed to revert to the abutting landowners to the center line, but the Town cannot provide legal advice to you on ownership of any discontinued portion of the road.

As an abutting property owner, you would have the right to maintain a discontinued road and to form a road association or enter private agreements to maintain, plow and repair the road if it is discontinued with or without a public easement. Abutting property owners have the right to establish private easements to provide access to their property if they do not already possess a private right of access over a discontinued road.

Our records show that both properties abutting this portion of Turkey Lane are otherwise accessible by another public way. If you believe that your property is not otherwise accessible by another public way, please notify the Town at your earliest convenience. The Town considers your property to be accessible by another public way if it has the required frontage on that public way, regardless of whether you ultimately choose to utilize Turkey Lane as your driveway access.

On August 10, 2020, the Town Council will meet to determine whether to: (1) proceed with the discontinuance process and retain a public easement in the discontinued road as described and limited above; or (2) proceed with discontinuance of the road without retaining a public easement.

These matters will be discussed at this meeting of the Town Council and at a public hearing to be held on August 24, 2020. As an abutter, you or your designated agent are invited to attend that meeting, and to attend and be heard at the public hearing.

If you have any immediate questions, please do not hesitate to contact the Town Manager, Bill Shane, at (207) 829-2205. Thank you.

Thomas Gruber
Town Council Chair

Enclosure:
Tax Map sketch

CERTIFICATE OF DISCONTINUANCE

I, Tammy O'Donnell, being the Town Clerk for the Town of Cumberland, Maine hereby certify and attest that on September 14, 2020 the Cumberland Town Council took final action approving an Order of Discontinuance of a Street signed _____, 2020. By approving the Order, the Municipality has discontinued that portion of **Turkey Lane** located as shown on the plan attached hereto as **Exhibit A**, The Town has also retained a limited public easement, as described in **Exhibit B**.

A copy of this Certificate has been sent to the Maine Department of Transportation, Bureau of Maintenance and Operations.

Date: _____

Tammy O'Donnell, Cumberland Town Clerk

STATE OF MAINE
CUMBERLAND, SS.

_____, 2020

Personally appeared the above-named Tammy O'Donnell, Town Clerk for the Town of Cumberland, and acknowledged the above instrument to be her free act and deed in such capacity and the free act and deed of said Town of Cumberland.

Before me,

Notary Public/Attorney-at-Law

(Print Name)

My commission expires: _____

ITEM

20-066

To hold a Public Hearing to consider and act on the 2021 Shellfish License allocations, as recommended by the Shellfish Conservation Commission



TOWN OF CUMBERLAND, MAINE

290 Tuttle Road

Cumberland Center, Maine 04021-9321

Telephone (207) 829-5559 • Fax (207) 829-2214

September 10, 2020

Thomas Gruber, Chairman
Cumberland Town Council
290 Tuttle Road
Cumberland, ME 04021

Re: 2021 Shellfish License Allocation Recommendation

Dear Chairman Gruber:

On Wednesday, September 9, 2020, the Cumberland Shellfish Commission, by unanimous vote, pursuant to the Town of Cumberland Shellfish Conservation Ordinance, Section 223-16 recommends the following Shellfish License Allocations for 2021.

<u>2021 Calendar Year Shellfish Allocation</u>		
RECREATIONAL:	Unlimited	Resident recreational licenses
	25	Non-resident recreational licenses
	8	Monthly resident licenses
	2	Monthly non-resident licenses
COMMERCIAL:	1	Resident commercial license
	1	Non-resident commercial license

I will be present at your September 14, 2020 Public Hearing on the allocations to answer any questions related to this recommendation.

Sincerely,

Michael Brown 

Michael Brown, Chairman
Cumberland Shellfish Commission

Cc: Department of Marine Resources
Tammy O'Donnell, Town Clerk
Chief Rumsey, Cumberland Police Department

ITEM

20-067

To hear a report from the Finance Director re: 4th Quarter
Financials



Town of Cumberland FY2020 Final Results

General Fund

FY2020 Revenues & Expenditures

	FY20 Budget	FY20 Actual	Over (Under) Budget
TOTAL REVENUES	\$ 5,726,256	\$ 5,951,848	\$ 225,592
			<i>Over Budget</i>
Controllable Expenses	\$ 8,826,793	\$ 8,713,315	\$ (113,478)
Fixed Expenses	\$ 21,877,979	\$ 21,945,366	\$ 67,387
TOTAL EXPENSES	\$30,704,772	\$30,658,681	\$ (46,091)
GF Net Revenues over Expenditures			\$ 271,683

General Fund

FY2020 Selected Revenues

	FY20 Budget	FY20 Actual	Over (Under) Budget	FY20 %	FY19 %
Excise Tax	\$ 1,950,000	\$ 2,040,443	\$ 90,443	4.6%	9.3%
State Revenue Sharing	\$ 603,207	\$ 746,067	\$ 142,860	23.7%	3.5%
Permits & Impact Fees	\$ 177,174	\$ 183,115	\$ 5,941	3.4%	8.3%
EMS Billing	\$ 160,000	\$ 178,855	\$ 18,855	11.8%	4.6%
Val Halla - Golf Revenues	\$ 572,921	\$ 583,495	\$ 10,574	1.8%	-0.5%
Recreation	\$ 918,116	\$ 640,262	\$ (277,854)	-30.3%	27.2%

General Fund

FY2020 Selected Expenses

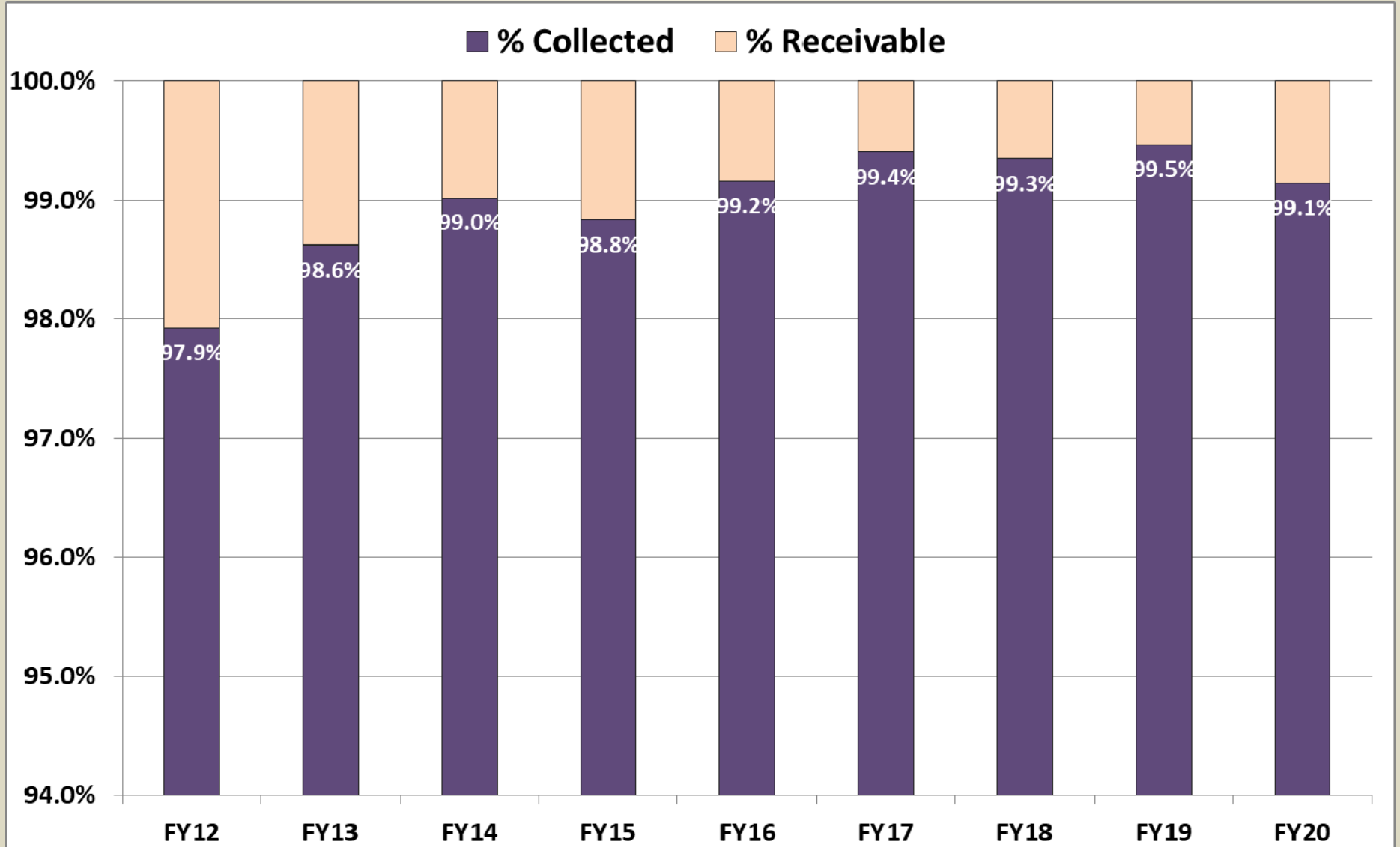
	FY20 Budget	FY20 Actual	Over (Under) Budget	FY20 %	FY19 %
Police	\$ 1,412,547	\$ 1,405,780	\$ (6,767)	-0.5%	-2.9%
Fire	\$ 1,032,324	\$ 1,004,308	\$ (28,016)	-2.7%	-2.5%
Public Services	\$ 2,127,425	\$ 2,015,823	\$ (111,603)	-5.2%	-0.2%
Val Halla Golf Club	\$ 761,933	\$ 766,095	\$ 4,162	0.5%	3.9%
Recreation	\$ 1,048,508	\$ 980,304	\$ (68,204)	-6.5%	8.0%

Overages by Department

The Operating Budget overages this year can be classified as follows:

		130 Administration	\$ (35,394)			
		140 Assessor	\$ (4,222)			
		150 Town Clerk	\$ (4,638)			
		160 Technology	\$ (46,002)			
		190 Legal	\$ (11,428)			
		250 Harbor Master	\$ (2,454)			
		260 Animal Control	\$ (5,548)			
		320 Waste Disposal	\$ (12,762)			
		360 Valhalla-Course	\$ (26,430)			
		450 Library	\$ (13,277)			
		800 Fire Hydrants	\$ (3,088)			
		850 Abatements	\$ (35,917)			
		750 Insurance	\$ (8,988)			
		650 Debt Service	\$ (58,399)			
			<u>\$ (268,547)</u>			

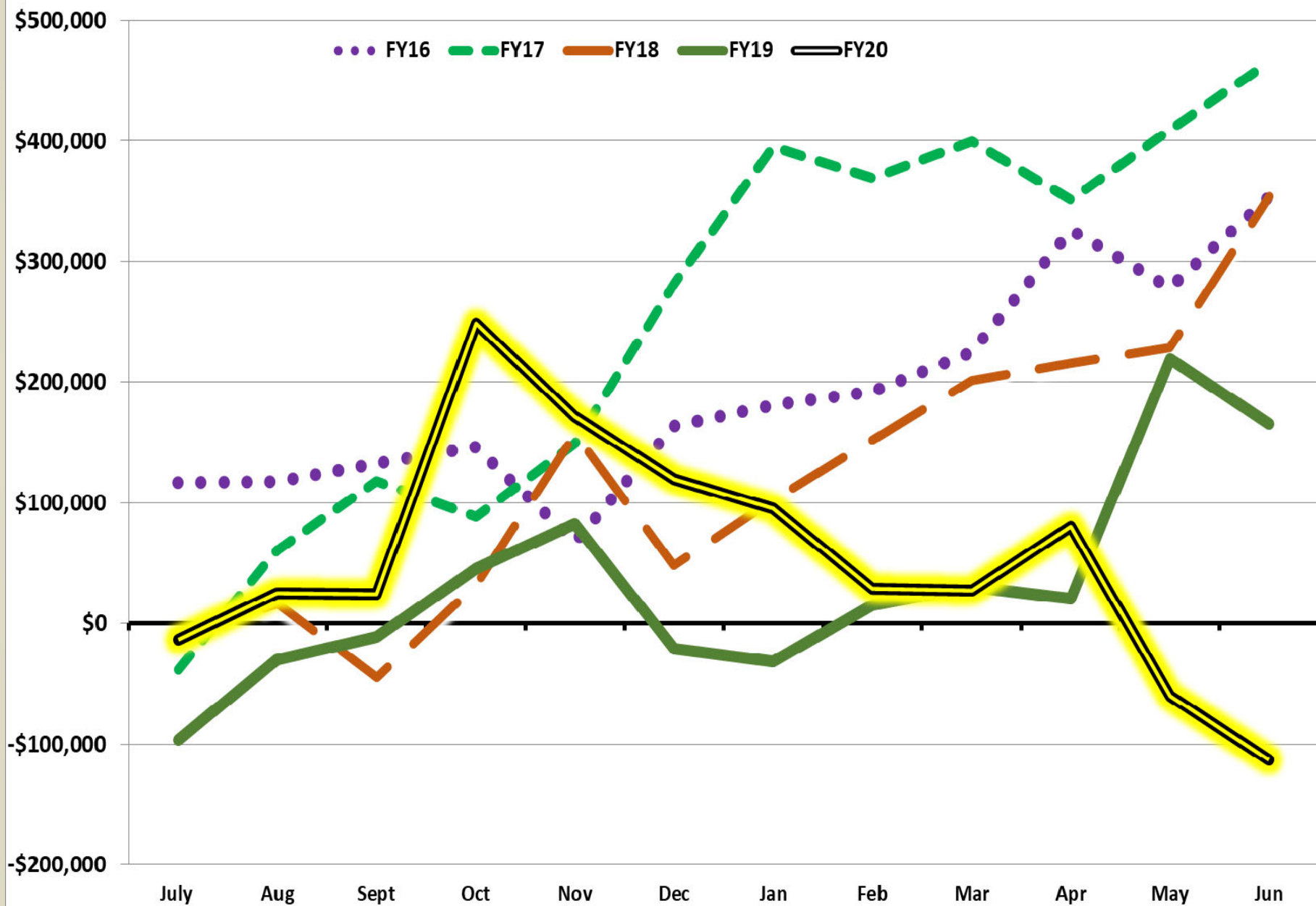
Tax Collection Rate



Recommended Uses

				%	Goal - FY 19
FY2019 Ending GF Fund Balance			\$ 2,483,299	8.1%	12.0%
	<u>Budgeted</u>	<u>Actuals</u>			
GF Revenues over (under) budget	\$31,092,623	\$31,368,627	31,368,627		
GF Expenses (over) under budget	\$30,704,772	\$30,658,681	(30,658,681)		
Net change in GF reserve accounts			205,668		
Estimated End of Year funds available:			915,614		
Less transfers for:					
Debt service reserve			(65,000)		
Land Acquisitions			(50,000)		
			(115,000)		
<i>Any additional excess revenues will be added to Fund Balance</i>				%	Goal - FY 20
FY2020 GF Ending Fund Balance			\$ 3,283,913	10.5%	12.0%

Est. \$ Spent Over (Under) Budget



Fund Balance

Fund Balance @ 6/30/2020	\$ 3,283,913
<i>10.5% of Revenues</i>	
July & August Operating Costs	\$ (1,320,000)
July & August Revenues	\$ 900,000
July & August School Assessment	\$ (3,156,292)
Balance before September Property Tax Receipts	\$ (292,379)

Fund Balance

Fund Balance @ 12% of Revenues	\$ 3,764,235
July & August Operating Costs	\$ (1,320,000)
July & August Revenues	\$ 900,000
July & August School Assessment	\$ (3,156,292)
Balance before September Property Tax Receipts	\$ 187,943
Additional Fund Balance needed to reach 12% Fund Balance	\$ 480,322

Questions?



Town of Cumberland
FY2020 Year to Date Revenues

Through June 30, 2020

Description	FY2019 YTD		FY 2020 YTD vs Budget		
	Actual	FY19%	Budget	Actual	FY20%
0303 Excise Tax	\$ 2,146,834	110.1%	\$ 1,950,000	\$ 2,040,443	104.6%
0304 Boat Excise Tax	\$ 16,044	114.6%	\$ 14,000	\$ 16,697	119.3%
0324 Change in Deferred Taxes	\$ (21,912)	0.0%	\$ -	\$ 34,883	100.0%
0325 Supplemental Taxes	\$ -	0.0%	\$ -	\$ 38,940	100.0%
0328 Outer Island Taxes	\$ 44,041	104.9%	\$ 42,000	\$ 47,027	112.0%
0329 PILOT	\$ 31,918	103.0%	\$ 31,000	\$ 32,123	103.6%
Tax Revenues	\$ 2,216,925	108.8%	\$ 2,037,000	\$ 2,210,113	108.5%
0311 Hunting & Fishing Licenses	\$ 481	88.9%	\$ 541	\$ 321	59.3%
0312 Marriage Licenses	\$ 2,504	102.8%	\$ 2,436	\$ 2,119	87.0%
0313 Birth Certificates	\$ 1,491	109.6%	\$ 1,361	\$ 1,399	102.8%
0314 Death Certificates	\$ 1,994	116.4%	\$ 1,713	\$ 1,344	78.5%
0315 Clerk Licenses	\$ 5,170	112.2%	\$ 4,608	\$ 1,810	39.3%
0316 Shellfish Licenses	\$ 663	0.0%	\$ -	\$ 680	100.0%
0317 Conservation Fees	\$ 177	0.0%	\$ -	\$ 150	100.0%
0334 Snowmobile Reg	\$ 223	0.0%	\$ -	\$ 225	100.0%
0361 Auto Reg. Fees	\$ 21,763	101.7%	\$ 21,406	\$ 25,319	118.3%
0362 Boat Reg. Fees	\$ 681	62.0%	\$ 1,098	\$ 530	48.2%
0366 Building Permits	\$ 74,055	98.7%	\$ 75,000	\$ 75,553	100.7%
0367 Electrical Permits	\$ 22,441	103.7%	\$ 21,634	\$ 19,894	92.0%
0368 Plumbing Permits	\$ 15,056	80.1%	\$ 18,789	\$ 15,458	82.3%
0369 Other Permits	\$ 976	55.7%	\$ 1,751	\$ 586	33.5%
0383 ATV Reg. Fees	\$ 122	329.7%	\$ 37	\$ 99	267.6%
Miscellaneous Revenue	\$ 1,350	0.0%	\$ -	\$ 1,900	100.0%
0398 Application Fees	\$ 4,150	319.2%	\$ 1,300	\$ 1,550	119.2%
0401 Dog Revenues	\$ 937	33.5%	\$ 2,800	\$ 839	30.0%
0404 Commercial Haulers License	\$ 500	100.0%	\$ 500	\$ 400	80.0%
Licenses & Permits	\$ 154,734	99.8%	\$ 154,974	\$ 150,175	96.9%
0327 Homestead Reimbursement	\$ 490,171	100.0%	\$ 480,122	\$ 529,471	110.3%
0331 State Revenue Sharing	\$ 468,849	103.5%	\$ 603,207	\$ 746,067	123.7%
0335 DOT Block Grant	\$ 68,644	99.3%	\$ 68,000	\$ 71,480	105.1%
0341 North Yarmouth Recreation Shar	\$ 18,920	54.1%	\$ (3,485)	\$ (3,485)	100.0%
0342 North Yarmouth Library Share	\$ 160,072	100.0%	\$ 169,361	\$ 169,361	100.0%
Intergovernmental Revenues	\$ 716,485	98.5%	\$ 1,317,205	\$ 1,512,894	114.9%
0305 Interest & Penalties	\$ 31,902	106.3%	\$ 30,000	\$ 46,433	154.8%
0306 Over/Short	\$ 442	442.0%	\$ 100	\$ 1,791	1791.4%
0364 Growth Permits	\$ 2,400	120.0%	\$ 2,000	\$ 2,600	130.0%
0365 Board of Appeals	\$ 100	0.0%	\$ -	\$ 200	100.0%
0390 Misc. Revenue	\$ 40,746	163.0%	\$ 25,000	\$ 32,126	128.5%
0399 Staff Review Fee	\$ 11,250	79.7%	\$ 14,117	\$ 9,725	68.9%
0403 Mooring Fees	\$ 4,388	292.5%	\$ 1,500	\$ 7,706	513.7%
0410 Private Ways	\$ 1,000	250.0%	\$ 400	\$ -	0.0%
0508 Impact Fees	\$ 79,340	132.2%	\$ 60,000	\$ 71,624	119.4%
Other Revenues	\$ 171,568	128.9%	\$ 133,117	\$ 172,206	129.4%
0351 Police Issued Permits	\$ 2,212	110.6%	\$ 2,000	\$ 9,814	490.7%
State Grant	\$ 1,195	0.0%	\$ -	\$ 1,846	100.0%
0353 Police Insurance Reports	\$ 446	89.2%	\$ 500	\$ 430	86.0%
0547 Misc Police Rev	\$ 811	125.2%	\$ 648	\$ 216	33.3%
0427 Parking Tickets	\$ 375	375.0%	\$ -	\$ 510	100.0%
0428 Police Outside Detail	\$ 33,297	111.0%	\$ 100	\$ 700	700.0%
0536 Animal Control Revenue	\$ 2,983	165.7%	\$ 1,800	\$ 3,109	172.7%
MSAD #51 SRO Reimbursement	\$ 49,000	100.0%	\$ -	\$ -	100.0%
0546 Court Reimbursement	\$ 1,209	55.0%	\$ 2,200	\$ 5,147	233.9%
Police Department	\$ 91,528	106.1%	\$ 7,248	\$ 21,771	300.4%

Town of Cumberland
FY2020 Year to Date Revenues

Through June 30, 2020

Description	FY2019 YTD		FY 2020 YTD vs Budget		
	Actual	FY19%	Budget	Actual	FY20%
0390 Misc. Revenue	\$ -	0.0%	\$ 100	\$ 15	15.0%
0431 Fire Outside Details	\$ 18,120	100.7%	\$ -	\$ 104	100.0%
0504 Rescue Billing	\$ 180,581	112.9%	\$ 160,000	\$ 178,855	111.8%
0505 Non-Emergency Transports	\$ -	0.0%	\$ 12,000	\$ -	0.0%
0507 Paramedic Intercepts	\$ -	0.0%	\$ 600	\$ -	0.0%
0617 Donations	\$ -	0.0%	\$ -	\$ 1,392	100.0%
Fire Department	\$ 198,701	104.2%	\$ 172,700	\$ 178,973	103.6%
0390 Misc Revenue	\$ 23,707	4741.4%	\$ 20,500	\$ 26,626	129.9%
0391 Park Field Usage Fees	\$ 7,644	76.4%	\$ 10,000	\$ 4,032	40.3%
0431 Outside Details	\$ 1,234	61.7%	\$ -	\$ 852	100.0%
0517 Bags/Universal Waste	\$ 314,056	109.8%	\$ 286,015	\$ 365,368	127.7%
4680 Brush Passes	\$ 10,730	129.6%	\$ 8,277	\$ 6,541	79.0%
0617 Twin Brooks Donations	\$ -	0.0%	\$ 92	\$ 100	108.7%
Public Services	\$ 357,371	116.5%	\$ 324,884	\$ 403,519	124.2%
0329 PILOT	\$ -	0.0%	\$ 5,000	\$ 4,000	80.0%
0378 Soda Sales	\$ 2,605	104.2%	\$ 2,500	\$ 2,142	85.7%
0560 Rental Income	\$ 23,152	165.4%	\$ 14,000	\$ 6,750	48.2%
0565 Cell Tower Land Lease	\$ 21,600	90.0%	\$ 21,600	\$ 21,600	100.0%
Val Halla Other	\$ 47,357	97.6%	\$ 43,100	\$ 34,492	80.0%
0306 Over/Short	\$ (250)	0.0%	\$ -	\$ (507)	100.0%
0357 Golf Memberships	\$ 220,646	95.9%	\$ 230,000	\$ 214,047	93.1%
0358 Greens Fees	\$ 132,083	110.1%	\$ 120,000	\$ 148,690	123.9%
0359 Golf Cart Rentals	\$ 76,800	87.3%	\$ 88,000	\$ 85,425	97.1%
0416 Practice Range	\$ 5,282	52.8%	\$ 10,000	\$ 2,263	22.6%
0417 Program Revenues	\$ 69,028	122.1%	\$ 56,529	\$ 60,589	107.2%
0419 Advertising Sales	\$ 19,632	83.9%	\$ 23,392	\$ 6,500	27.8%
0522 Outing/Tournament Golf	\$ 46,725	103.8%	\$ 45,000	\$ 66,487	147.7%
Val Halla Golf	\$ 569,946	99.5%	\$ 572,921	\$ 583,495	101.8%
0440 After School Programs	\$ 315,865	147.0%	\$ 269,836	\$ 201,864	74.8%
0441 Youth Enrichment Programs	\$ 173,051	159.3%	\$ 148,607	\$ 137,178	92.3%
0442 Youth Sports Programs	\$ 122,224	131.4%	\$ 93,052	\$ 78,307	84.2%
0443 Skiing Programs	\$ 52,049	115.6%	\$ 45,020	\$ 57,274	127.2%
0444 Day Camps	\$ 205,425	114.0%	\$ 180,160	\$ 30,108	16.7%
0445 Swimming Programs	\$ 26,468	49.0%	\$ 54,052	\$ 20,141	37.3%
0446 Adult Enrichment	\$ 38,503	97.4%	\$ 39,515	\$ 19,749	50.0%
0447 Adult Fitness	\$ 61,279	162.4%	\$ 42,743	\$ 47,140	110.3%
0448 Special Events/Trips	\$ 5,764	257.0%	\$ 2,243	\$ 4,415	196.8%
0449 Recreation Programs	\$ 2,098	30.1%	\$ 6,971	\$ 6,104	87.6%
0570 Soccer revenue	\$ 23,562	116.4%	\$ 20,245	\$ 25,317	125.1%
0571 Rec Ultimate Frisbee	\$ 14,279	91.1%	\$ 15,672	\$ 12,035	76.8%
0606 CPR/First Aid Revenue	\$ (295)	0.0%	\$ -	\$ 630	100.0%
Recreation	\$ 1,040,272	127.2%	\$ 918,116	\$ 640,263	69.7%
0392 Library Fines	\$ 3,222	92.1%	\$ 3,500	\$ 3,177	90.8%
0394 Misc. Library Revenue	\$ 1,199	119.9%	\$ 1,000	\$ 995	99.5%
Library	\$ 4,421	98.2%	\$ 4,500	\$ 4,172	92.7%
TOTAL REVENUES	\$ 5,569,308	109.6%	\$ 5,685,765	\$ 5,913,465	104.0%

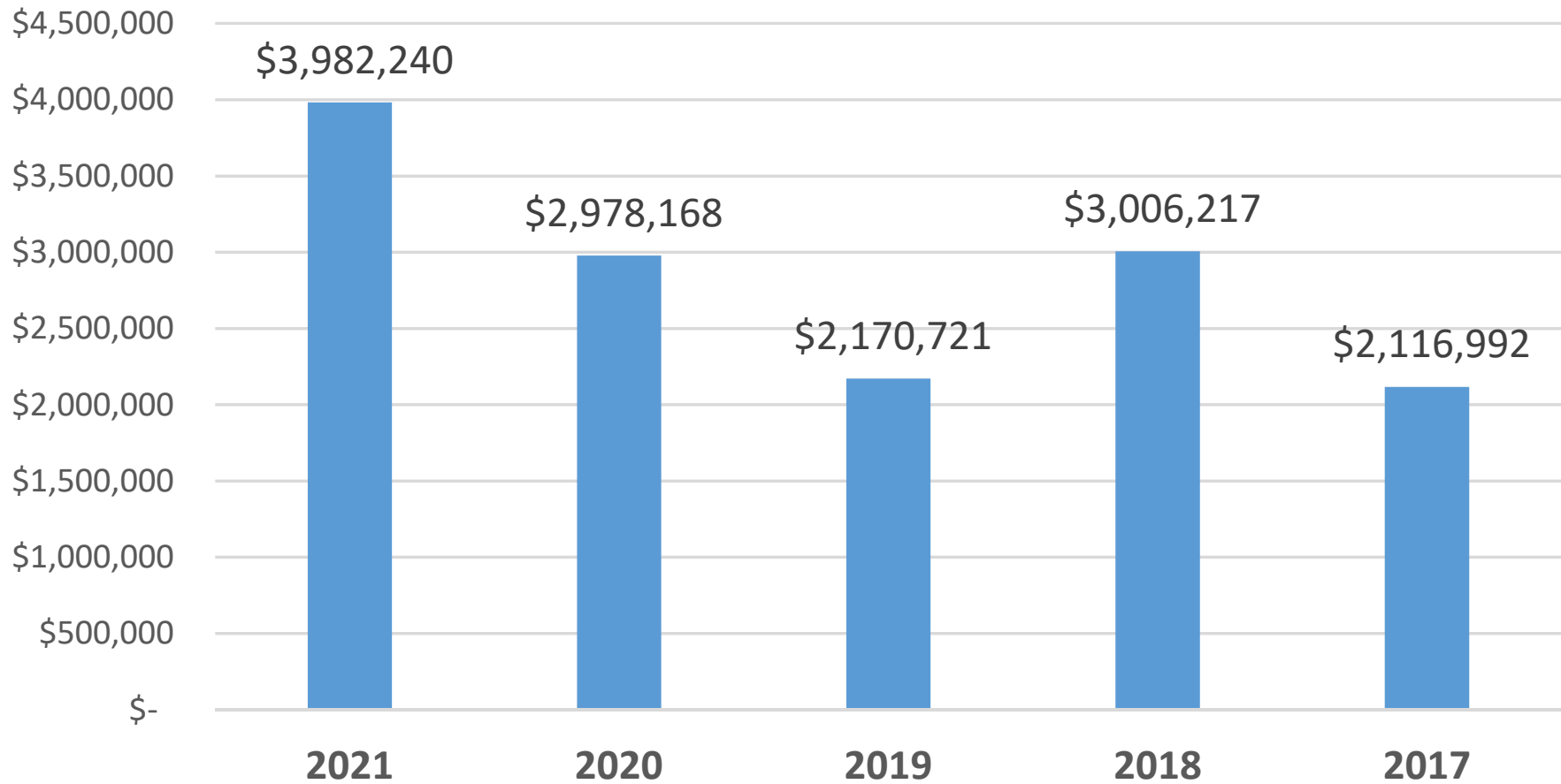
Selected Revenue Lines	Actual	FY19%	Budget	Actual	FY20%
Excise Tax	\$ 2,146,834	110.1%	\$ 1,950,000	\$ 2,040,443	104.6%
State Revenue Sharing	\$ 468,849	103.5%	\$ 603,207	\$ 746,067	123.7%
Permits & Impact Fees	\$ 193,292	108.9%	\$ 177,423	\$ 185,129	104.3%
EMS Billing	\$ 180,581	105.0%	\$ 172,000	\$ 178,855	104.0%
Recreation-After School Program	\$ 315,865	147.0%	\$ 269,836	\$ 201,864	74.8%
Recreation-All Other Revenues	\$ 724,407	120.1%	\$ 648,280	\$ 438,399	67.6%
Val Halla Golf Revenus	\$ 569,946	99.5%	\$ 572,921	\$ 583,495	101.8%
Val Halla Rents etc	\$ 47,357	97.6%	\$ 43,100	\$ 34,492	80.0%

Town of Cumberland
FY2020 Year to Date Revenues

Through June 30, 2020

	<i>FY2019 YTD</i>		<i>FY 2020 YTD vs Budget</i>		
	Actual	FY19%	Budget	Actual	FY20%
Administration	\$ 628,525	106.8%	\$ 621,818	\$ 657,212	105.7%
Assessor	\$ 109,158	113.7%	\$ 102,534	\$ 106,756	104.1%
Town Clerk/Tax Collector	\$ 246,663	99.7%	\$ 265,989	\$ 270,627	101.7%
Technology	\$ 210,955	104.4%	\$ 212,517	\$ 260,813	122.7%
Elections	\$ 10,828	67.6%	\$ 16,026	\$ 13,732	85.7%
Planning	\$ 63,159	88.2%	\$ 73,802	\$ 61,013	82.7%
Legal	\$ 63,449	133.6%	\$ 47,500	\$ 58,928	124.1%
General Administration	\$ 1,332,736	105.0%	\$ 1,340,186	\$ 1,429,081	106.6%
Police	\$ 1,367,289	97.1%	\$ 1,412,547	\$ 1,405,780	99.5%
Fire	\$ 962,014	97.5%	\$ 1,032,324	\$ 1,004,308	97.3%
Code Enforcement	\$ 142,020	106.8%	\$ 140,977	\$ 138,488	98.2%
Harbor Master	\$ 5,746	49.3%	\$ 12,000	\$ 14,454	120.5%
Animal Control	\$ 30,711	98.7%	\$ 32,875	\$ 38,423	116.9%
Public Safety	\$ 2,507,779	97.6%	\$ 2,630,723	\$ 2,601,453	98.9%
Public Works	\$ 1,129,455	96.7%	\$ 1,236,087	\$ 1,128,256	91.3%
Waste Disposal	\$ 524,667	102.4%	\$ 565,635	\$ 578,397	102.3%
Parks	\$ 313,321	107.0%	\$ 311,112	\$ 298,869	96.1%
West Cumberland Hall	\$ 6,184	85.9%	\$ 7,427	\$ 5,965	80.3%
Historical Soc Bldg	\$ 7,419	149.6%	\$ 7,164	\$ 4,335	60.5%
Public Services	\$ 1,981,047	99.8%	\$ 2,127,425	\$ 2,015,823	94.8%
ValHalla - Clubhouse	\$ 35,776	135.1%	\$ 27,100	\$ 19,493	71.9%
ValHalla - Course	\$ 485,040	99.0%	\$ 509,259	\$ 535,689	105.2%
ValHalla - Pro Shop	\$ 269,057	110.5%	\$ 225,574	\$ 210,914	93.5%
Val Halla	\$ 789,873	104.0%	\$ 761,933	\$ 766,095	100.5%
Recreation	\$ 1,088,125	109.6%	\$ 1,048,508	\$ 980,304	93.5%
Aging in Place	\$ 24,794	66.2%	\$ 86,793	\$ 68,799	79.3%
Recreation	\$ 1,112,919	108.0%	\$ 1,135,301	\$ 1,049,102	92.4%
Library	\$ 491,453	99.4%	\$ 497,303	\$ 510,580	102.7%
General Assistance	\$ 31,100	88.9%	\$ 35,000	\$ 30,142	86.1%
Health Services	\$ 13,875	100.0%	\$ 17,875	\$ 17,652	98.8%
Cemetery Association	\$ 28,450	106.6%	\$ 26,700	\$ 26,700	100.0%
Conservation Commission	\$ 6,212	124.2%	\$ 13,000	\$ 3,144	24.2%
Fire Hydrants	\$ 80,355	106.3%	\$ 78,924	\$ 82,012	103.9%
Street Lighting	\$ 37,248	82.8%	\$ 45,000	\$ 40,911	90.9%
Contingent	\$ 9,340	93.4%	\$ 10,000	\$ 8,803	88.0%
Municipal Building	\$ 102,248	112.5%	\$ 104,523	\$ 93,000	89.0%
Abatements	\$ 23,671	118.4%	\$ 2,900	\$ 38,817	1338.5%
Other Expenses	\$ 332,500	103.2%	\$ 333,922	\$ 341,180	102.2%
Controllable Expenses	\$ 8,548,307	101.4%	\$ 8,826,793	\$ 8,713,315	98.7%
Debt Service	\$ 969,023	99.9%	\$ 995,000	\$ 1,053,399	105.9%
Insurance	\$ 284,469	99.3%	\$ 263,400	\$ 272,388	103.4%
MSAD #51	\$ 18,690,271	100.0%	\$ 18,937,757	\$ 18,937,757	100.0%
County Tax	\$ 878,954	100.0%	\$ 910,761	\$ 910,761	100.0%
Capital Imp. Plan	\$ 699,300	100.0%	\$ 771,061	\$ 771,061	100.0%
Fixed Expenses	\$ 21,522,017	100.0%	\$ 21,877,979	\$ 21,945,366	100.3%
Total Expenses	\$ 30,070,324	100.4%	\$ 30,704,772	\$ 30,658,681	99.8%

Property Tax Collection Through August 31



TOWN OF CUMBERLAND

FUND BALANCE POLICY

The Town of Cumberland recognizes the importance of maintaining an appropriate level of Undesignated Fund Balance. After evaluating the Town's operating characteristics, diversity of tax base, reliability of non-property tax revenue sources, working capital needs, impact on bond rating, State and local economic outlooks, emergency and disaster risk, and other contingent issues, the Town establishes the following goals regarding the Undesignated Fund Balance of the General Fund for the Town of Cumberland, Maine.

The level of fund balance that the Town strives to maintain as undesignated is an amount equal to 16.6% of the Town's General Fund Budget, i.e., an amount equal to two (2) months operating expenses from the then-current operating budget.

Once the Town achieves its goal of an appropriate level of Undesignated Fund Balance, any excess funds may be utilized for other municipal fiscal purposes, including, without limitation, additional capital improvement needs or tax rate stabilization or reduction purposes. For example, by utilizing excess fund balances for capital improvements, the Town will reduce the need to incur long-term debt and will avoid creating an operating funding gap for subsequent fiscal years.

This policy has been adopted by the Town to recognize the financial importance of a stable and sufficient level of the Undesignated Fund Balance. However, the Town, reserves the right to appropriate funds from the Undesignated Fund Balance for emergencies and other requirements the Town believes to be in the best interest of the Town of Cumberland.

ITEM

20-068

To hold a Public Hearing to authorize the Town Manager to transfer inter-departmental operating funds for FY'20, as recommended by the Finance Committee

See Item 20-067 for materials

ITEM

20-069

To consider and act on setting October 12th – 16th as bulky item
pick up week

FALL BULKY WASTE PICK-UP WEEK

OCTOBER 12TH – 16TH 2020

Items will be collected on your regular pick-up day.

Items accepted at curbside:

- Box Springs
- Cabinets
- Carpets
- Chairs
- Dressers
- Bicycles
- Large Metal Items
- Large Toys
- Mattresses
- Recliners
- Sofas
- Stoves
- Tables
- 2 Tires without rims
- Washers & Dryers
- Fixtures such as toilets or sinks – without any wood attachments/debris



Items NOT accepted at curbside:

- No wood products, such as picnic tables, wood pallets or fencing
- No appliances containing Freon (e.g., refrigerators, freezers or air conditioners)
- No brush, construction/demolition/**remodeling debris** (C/D) including lumber, shingles, brick or cement, windows or doors still in frames
- No Hazardous Waste including oil, automotive or household batteries or mercury products.
- No propane tanks
- **No windows or Glass items such as mirrors**
- No yard or tree waste
- No liquid waste
- No plastic bags
- No clothing or textiles
- No tires with rims
- No computers or monitors
- No fluorescent light bulbs
- No TV's



Bulky Item Pick-Up Notice:

If an item, or group of items, fits in a Town of Cumberland PAYT bag,
the material **IS NOT BULKY WASTE** and **WILL NOT BE PICKED UP** unless it is in a
Town of Cumberland PAYT bag.

Only residential waste is accepted - no commercial trash is permitted.

A Bulky Item Pickup Week was designed to assist the Residents of Cumberland in the disposal of large, oversized items that cannot fit into the Town's PAYT bags in the weekly trash or be recycled in regular curbside recycling.

Examples of items that could be included in the Bulky Waste Pickup are chairs, couches, mattresses, large metal items such as electric water heaters and bicycles.

Phones, computers, TV's and appliances containing Freon are NOT ACCEPTED as part of this event. Look for information on disposal options on the Cumberland Town Website.

2 Tires per household will be accepted *if* the rim has been removed.

Paint Cans that are OPEN and DRY will be picked up during Bulky Waste Week only, at no other time during the year.



Items not accepted curbside may be taken to Riverside Recycling in Portland for a fee.
They are located at 910 Riverside Street and their number is 797-6200.

Please contact organizations like the Salvation Army, Goodwill Industries or the Resale
Store for donation possibilities

If you have any other questions, please contact the Cumberland Public Works Department
for more information at 829-2220.

Bulky Waste Spring Pick-Up Notice:

If an item, or group of items, fits in a Town of Cumberland PAYT bag,
the material IS NOT BULKY Waste and will not be picked up unless it is in a Town of Cumberland PAYT bag.

Only residential waste is accepted - no commercial trash is permitted.

Fall of 2020 Bulky Item Pickup Week is scheduled for the week of October 12th – 16th

A Bulky Item Pickup Week was designed to assist the Residents of Cumberland in the disposal of large, oversized items that cannot fit into the Town's PAYT bags in the weekly trash or be recycled in regular curbside recycling.

Examples of items that could be included in the Bulky Waste Pickup are chairs, couches, mattresses, large metal items such as electric water heaters and bicycles.

Phones, computers, TV's and appliances containing Freon should be disposed of at Riverside Recycling for a small fee or donated to a charitable organization like Goodwill.

2 Tires per household will be accepted if the rim has been removed.

Paint Cans that are OPEN and DRY will be picked up during Bulky Waste Week only, at no other time during the year.

For a more extensive list of items that will and will not be picked up this time, please see the Town's Web Site at www.cumberlandmaine.com or Call Cumberland Public Services at 829-2220

ITEM

20-070

To request a recommendation for the sale of Town owned property located at 4 Blanchard Road from the Lands and Conservation Commission

From: [Brenda Moore](#)
To: [Brenda Moore](#)
Subject: FW: P&S
Date: Thursday, September 10, 2020 12:01:25 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[Purchase and Sale Agreement DRAFT 11-20-18.docx](#)
[2018-142Lt.PDF](#)

From: William Shane <wshane@cumberlandmaine.com>
Sent: Tuesday, July 14, 2020 2:59 PM
To: Jeffrey B. Herbert <JHerbert@JBGH.com>; Charles M. Katz-Leavy <ckatzleavy@JBGH.com>
Cc: Alyssa C. Tibbetts (ATibbetts@JBGH.com) <ATibbetts@JBGH.com>; Dan Diffin
<dpd@smemaine.com>
Subject: FW: P&S

Hi Jeff,

Here's the information. Sevee & Maher engineers are the buyers or some LLC. Dan Diffin will send you to the correct attorney for the closing docs.

We can execute the P&S if it's necessary, but our agreement is outlined in the P&S and add \$12,000 of Engineering work to the sale price.

Thank you,

Bill



William R. Shane P.E.

Town Manager

Town of Cumberland

207 829 2205

www.cumberlandmaine.com

290 Tuttle Road, Cumberland, Maine 04021



PURCHASE AND SALE AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2018, by and between the Town of Cumberland, a Maine municipal corporation, with a place of business at 290 Tuttle Road, Cumberland, Maine ("Seller"), and _____, a Maine _____, with a place of business at _____ ("Purchaser").

WITNESSETH THAT:

1. Description. In consideration of the mutual promises expressed in this Agreement, Seller agrees to sell and Purchaser agrees to purchase for the price and upon and subject to the terms and conditions set forth in this Agreement, the building and land located at 4 Blanchard Road, Cumberland, Maine, containing approximately 0.35 +/- acres, as shown on Exhibit A attached hereto and made a part hereof (the "Property").

2. Purchase Price. The purchase price is EIGHTY EIGHT THOUSAND DOLLARS (\$88,000.00).

3. Deed. Seller shall convey the premises with good and marketable title by quitclaim deed with covenant, and subject to:

(a) Existing rights, easements, restrictions, licenses, covenants and conditions reserved or contained or referenced in deeds and other documents of record.

(b) Terms and conditions of the land use ordinances or site plan approval of the Town of Cumberland, Maine and all conditions imposed upon the Property by any other permitting authority with jurisdiction over the Property.

4. Closing Date. The Closing shall take place on or before December 1, 2019, unless otherwise agreed upon in writing or as required per the Conditions of Closing outlined in Section 7 of this Agreement.

5. Possession. Seller shall deliver full possession of the Property at Closing. Purchaser shall be entitled to enter onto the Property at its risk in advance of Closing to

conduct due diligence inspections and tests thereon. Purchaser acknowledges its rights to inspect and agrees that Seller makes no representations or warranties as to the condition of the Property, environmental or otherwise, or its suitability for any particular use or its compliance with any laws, ordinances or regulations.

6. Closing Adjustments. Purchaser shall pay its statutory share of the real estate transfer tax and Seller shall be exempt from the same. Purchaser shall pay all costs associated with surveying of the Property and Closing. Each party shall pay its own permitting, legal and administrative expenses. Both parties represent and warrant that they have dealt with no brokers or third parties who could claim commission due from this proposed sale, and each indemnifies the other for any such claims made by, through or under the indemnifying party.

7. Conditions of Closing.

(a) In the event that Purchaser notifies Seller in writing prior to the Closing date of a title defect that in Purchaser's opinion prevents Seller from delivering title in good and marketable condition, free and clear of all liens and encumbrances, excluding current real property taxes and those items described in section 3 above, the Closing date shall be postponed for a period of thirty (30) days and Seller shall at its sole option seek in good faith with due diligence to cure such exceptions. If such defect is not removed by Seller during such period despite Seller's efforts to cure the same or if seller elects not to cure such defect, Purchaser may terminate this Agreement, in which case all parties hereto shall be released from their obligations hereunder. In the event the title defect objected to by Purchaser was created or suffered by Seller during its period of ownership, then Seller shall have no option to decline to seek to cure such defect as aforesaid.

8. Default. In the event Seller defaults in the performance of its obligation to close pursuant to this Agreement, Purchaser shall have the option of suing for specific performance or of terminating this Agreement, such remedies being Purchaser's sole remedies in lieu of all other legal and equitable remedies. Provided,

however, that to the extent Seller is unable to perform its obligations to close pursuant to this Agreement as a result of a restriction related to the use of the property that exists in any deed to the property or in any documentation regarding funding of the property for its current use as a Historical Society, or as a result of any challenge from a member of the public regarding the continued use of the property as a Historical Society, then the parties agree that this Agreement shall terminate if such restrictions or challenge cannot be cured within 60 days, and Purchaser hereby waives its rights to pursue any legal or equitable remedies against Seller as result of the same.

9. Risk of Loss. The risk of loss or damage by fire or other casualty is assumed by Seller until the Deed is delivered to Purchaser at Closing.

10. Miscellaneous.

(a) This Agreement supersedes any and all prior understandings and agreements between the parties and constitutes the entire Agreement between them regarding the Property.

(b) The acceptance of the delivery of the Deed by Purchaser shall be deemed to be full performance and discharge of every agreement and obligation herein contained or expressed.

(c) This Agreement is personal to Purchaser and Purchaser may not assign this Agreement without the prior written consent of Seller.

(d) This Agreement shall inure to the benefit of and be binding upon the parties hereto, their personal representatives, successors and assigns.

(e) This Agreement shall not be altered, modified or amended except by a written instrument signed by Seller and Purchaser.

(f) This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Maine.

11. Ratification. This Agreement is subject to final approval by the Cumberland Town Council ratifying the contents hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as a sealed instrument as of the date first set forth above.

Witness:

SELLER: Town of Cumberland

By: _____

William R. Shane
Its Town Manager

PURCHASER: _____

By _____

Its _____

APPRAISAL OF



LOCATED AT:

4 Blanchard Road
Cumberland, ME 04021

FOR:

Town of Cumberland
via email

BORROWER:

N/A

AS OF:

November 7, 2018

BY:

Elizabeth C. McFadden
Elizabeth McFadden Appraisal LLC

November 16, 2018

No AMC
Town of Cumberland
via email

File Number: 2018-142L

Dear Mr. Shane:

In accordance with your request, I have appraised the real property at:

4 Blanchard Road
Cumberland, ME 04021

The purpose of this appraisal is to develop an opinion of the market value of the subject property, as improved. The property rights appraised are the fee simple interest in the site and improvements.

In my opinion, the market value of the property as of November 7, 2018 is:

\$88,000
Eighty-Eight Thousand Dollars

The attached report contains the description, analysis and supportive data for the conclusions, final opinion of value, descriptive photographs, limiting conditions and appropriate certifications.

Thank you for the opportunity to be of service.



Elizabeth C. McFadden
Elizabeth McFadden Appraisal LLC
Yarmouth, ME 04096

The purpose of this summary appraisal report is to provide the lender/client with an accurate and adequately supported opinion of the market value of the subject property.

CLIENT AND PROPERTY IDENTIFICATION

Property Address: 4 Blanchard RoadCity: CumberlandState: MEZip: 04021

Borrower: N/AOwner of Public Record: CumberlandCounty: Cumberland

Legal Description: Book: 31620 Page: 003 Cumberland County Registry of Deeds

Assessor's Parcel #: M: U11 L: 50Tax Year: 2018R.E. Taxes: 3,412.04

Neighborhood Name: Cumberland CenterMap Reference: DeLormeCensus Tract: 0042.00

Special Assessments: None KnownPUD ☐ Yes ☒ No HOA: \$ ☐ Per Year ☐ Per Month

Property Rights Appraised: ☒ Fee Simple ☐ Leasehold ☐ Other (describe)

Assignment Type: ☐ Purchase Transaction ☐ Refinance Transaction ☒ Other (describe) Potential Sale

Lender/Client: Town of CumberlandAddress: via email

CONTRACT ANALYSIS

I ☐ did ☐ did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed.

N/A

Contract Price \$: Date of Contract: Is the property seller the owner of public record? ☐ Yes ☐ No Data Source(s)

Is there any financial assistance (loan charges, sale concessions, gift or down payment assistance, etc.) to be paid by any party on behalf of the borrower? ☐ Yes ☐ No

If Yes, report the total dollar amount and describe the items to be paid. \$

NEIGHBORHOOD DESCRIPTION

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics		One-Unit Housing Trends		One-Unit Housing		Present Land Use %	
Location	<input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban <input type="checkbox"/> Rural	Property Values	<input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining	PRICE	AGE	One-Unit	78% %
Built-Up	<input checked="" type="checkbox"/> Over 75% <input type="checkbox"/> 25-75% <input type="checkbox"/> Under 25%	Demand/Supply	<input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In Balance <input type="checkbox"/> Over Supply	\$(000)	(yrs)	2-4 Unit	2% %
Growth	<input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow	Marketing Time	<input type="checkbox"/> Under 3 mths <input checked="" type="checkbox"/> 3-6 mths <input type="checkbox"/> Over 6 mths	200 Low	New	Multi-Family	%
Neighborhood Boundaries: Town of North Yarmouth north; Crossing Brook Road east; Range Road south and Bruce Hill Road west.				900 High	200	Commercial	15% %
				350 Pred.	15-85	Other Vacant	5 %

	Good	Aver.	Fair	Poor		Good	Aver.	Fair	Poor
Convenience to Employment	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Property Compatability	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Convenience to Shopping	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	General Appearance of Properties	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Convenience to Primary Education	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Adequacy of Police/Fire Protection	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Convenience to Recreational Facilities	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Protection from Detrimental Conditions	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Employment Stability	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Overall Appeal to Market	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Neighborhood Description: The Town of Cumberland is located seven miles north of Portland (Maine's largest city as well as its financial and cultural center). Cumberland consists of 23 square miles and is considered one of Portland's premier suburbs with Casco Bay frontage and a well-ranked school system which is shared with the adjacent Town of North Yarmouth. The subject is located in Cumberland Center. See additional comments...

Market Conditions (including support for the above conclusions): It is the appraiser's conclusion that values are stable. There were a total of six sales (in this exceptionally limited submarket, the parameters of which are defined below) over the last year in northern Greater Portland. The locational parameter required expansion. The Median Sold Price was \$95,000, and the Sold Price to List Price ratio is 100% with Median Days-On-Market of 19. Currently, there are four competitive properties for sale; however, two of these are under contract. The Median List Price is \$124,950, and the Days-On-Market is 64. Therefore, the appraiser concludes demand remains strong for these intown lots.

SITE DESCRIPTION

Dimensions: 82 x Irregular per DeedArea: 15,246+/- ☐ Acres ☒ Sq.Ft. Shape: Mostly RectangularView: Neighborhood/Woods

Zoning Classification: RR2Zoning Description: Residential - 2 acres minimum

Zoning Compliance: ☐ Legal ☒ Legal Nonconforming (Grandfathered Use) ☐ No Zoning ☐ Illegal (describe)

Uses permitted under current zoning regulations: Residential

Highest & Best Use: Appraiser's determination is: single family houselot.

Describe any improvements: Assumed None

Do present improvements conform to zoning? ☐ Yes ☐ No ☒ No improvements If No, explain: N/A

Present use of subject site: RecreationalCurrent or proposed ground rent? ☐ Yes ☒ No If Yes, \$

Topography: Level/Gently SlopingSize: TypicalDrainage: Appears Adequate

Corner Lot: ☐ Yes ☒ No Underground Utilities: ☐ Yes ☒ No Fenced: ☐ Yes ☒ No If Yes, type:

Special Flood Hazard Area ☐ Yes ☒ No FEMA Flood Zone: XFEMA Map #: 2301620015BFEMA Map Date: 05-19-1981

UTILITIES	Public	Other	Provider or Description	Off-Site Improvements	Type/Description	Public	Other
Electricity	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Street Surface		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Gas	<input type="checkbox"/>	<input type="checkbox"/>	None	Street Type/Influence			
Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Public	Curb/Gutter		<input type="checkbox"/>	<input checked="" type="checkbox"/>
Sanitary Sewer	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Septic	Sidewalk		<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other	<input type="checkbox"/>	<input type="checkbox"/>		Street Lights		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other	<input type="checkbox"/>	<input type="checkbox"/>		Alley		<input type="checkbox"/>	<input checked="" type="checkbox"/>

Are the utilities and off-site improvements typical for the market? ☒ Yes ☐ No If No, describe:

Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? ☒ Yes ☐ No If Yes, describe:

At present the subject is improved with a 1,406 square foot one story building utilized as the Cumberland Historical Society. This appraisal and report employs the Extraordinary Assumption which assumes the lot is vacant and essentially unimproved. See additional comments...

Site Comments: The subject site consists of approximately 15,246 square feet which appears mostly level and is currently improved by an aged woodframe structure soon to be moved. This site is served by public water; the sewerage system is unknown as is assumed to be an aged septic system. No adverse easements were observed at inspection or were disclosed by Owner's Representative Town Manager William Shane. See additional comments...

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LAND_10 11122014

Elizabeth McFadden Appraisal LLC

LAND APPRAISAL REPORT

File No. 2018-142L

There are 2 comparable sites currently offered for sale in the subject neighborhood ranging in price from \$ 75,000 to \$ 175,000

There are 6 comparable sites sold in the past 12 months in the subject neighborhood ranging in sale price from \$ 75,000 to \$ 175,000

COMPARABLE SALES

FEATURE	SUBJECT	COMPARABLE SALE NO. 1		COMPARABLE SALE NO. 2		COMPARABLE SALE NO. 3	
Address	4 Blanchard Road	20 Blanchard Rd M:U12/L:A3		104JohnsonRd PO M:U54/L:25		8 Independence Dr M:9/L:2B	
City/St/Zip	Cumberland, ME 04021	Cumberland, ME 04021		Falmouth, ME 04105		Freeport, ME 04032	
Proximity to Subject		0.16 miles NW		4.21 miles SE		8.36 miles NE	
Data Source(s)	Insp/Assessor	Assessor		Matrix/Assessor		Matrix/Assessor	
Verification Source(s)	Town Mngr & CEO	Broker		Broker		Broker	
Sale Price	\$		\$ 115,000		\$ 90,000		\$ 95,000
Price/ Acre	\$ 0	\$ 115000		\$ 90000		\$ 204861	
Date of Sale (MO/DA/YR)	As of 11/07/2018	August, 2017		March, 2018		June, 2018	
Days on Market	N/A	12		1		2	
Financing Type	Assumed Typical	Cash		Cash		Cash	
Concessions	N/A	None Known		None Known		None Known	
Location	Average	Sl. Superior		Sl. Inferior		Similar	
Property Rights Appraised	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Site Size Sq.Ft.	15,246+/-	29,185+/-		16,550+/-		20,200+/-	
View	Nature/Nhborhd	Nature/Nhborhd		Nature/Nhborhd		Nature/Nhborhd	
Topography	Level/Sloping	Level/Sloping		Level/Sloping		Level/Sloping	
Available Utilities	PubWater/Private	PubWatr/Private		Public W&S		Public W&S	
Street Frontage	Ample	Ample		Ample		Ample	
Street Type	Asphalt/Public	Asphalt/Public		Asphalt/Public		via ROW	
Water Influence	N/A	N/A		N/A		N/A	
Fencing	N/A	N/A		N/A		N/A	
Improvements	Assumed None	Yes-Req'd Demo		None		None	
Net Adjustment (Total, in \$)		<input type="checkbox"/> + <input checked="" type="checkbox"/> -	\$ 20,000	<input type="checkbox"/> + <input checked="" type="checkbox"/> -	\$ 5,000	<input type="checkbox"/> + <input checked="" type="checkbox"/> -	\$ 5,000
Adjusted sales price of the Comparable Sales (in \$)		Net Adj. -17.4%		Net Adj. -5.6%		Net Adj. -5.3%	
		Gross Adj. 34.8%	\$ 95,000	Gross Adj. 16.7%	\$ 85,000	Gross Adj. 15.8%	\$ 90,000
The Appraiser has researched the transfer history of the subject property for the past 3 years and the listing history of the subject for the past 12 months prior to the effective date of this appraisal.							
The appraiser has also researched the transfer and listing history of the comparable sales for the past 12 months.							
The appraiser's research <input type="checkbox"/> did <input checked="" type="checkbox"/> did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of the appraisal.							
Data Sources: Assessor, Owner's Representative							
The appraiser's research <input type="checkbox"/> did <input checked="" type="checkbox"/> did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.							
Data Sources: Assessor, Matrix							
The appraiser's research <input type="checkbox"/> did <input checked="" type="checkbox"/> did not reveal any prior listings of the subject property or comparable sales for the year prior to the effective date of the appraisal.							
Data Sources: Matrix - the local multiple listing service.							
Listing/Transfer History	Transfer/Sale (ONLY) of the Subject in past 36 months:		Listing and Transfer history of Comp 1 in past 12 months:		Listing and Transfer history of Comp 2 in past 12 months:		Listing and Transfer history of Comp 3 in past 12 months:
(if more than two, use comments section or an addendum.)	\$		\$		\$		\$
	\$		\$		\$		\$
Subject Property Is Currently Listed For Sale? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Data Source: Owner's Representative and Matrix							
Current Listing History	List Date		List Price		Days on Market		Data Source
			\$				
Subject Property has been listed within the last 12 Months? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Data Source:							
12 Month Listing History	List Date		List Price		Days on Market		Data Source
			\$				
			\$				
Comments on Prior Sales/Transfers and Current and Prior Listings: See additional comments...							
Summary of the Sales Comparison Approach: More weight given to Sales #2 and #3. No time adjustments were warranted or applied. Site size adjustment applied to Sale #1 only; no adjustment warranted for less than 5,000 sf differential. Location adjustment due to lower/higher surrounding values. See additional comments...							
Reconciliation Comments: See additional comments...							
This appraisal is made <input type="checkbox"/> "as is", or <input checked="" type="checkbox"/> subject to the following conditions or inspections: The appraiser assumes no liens or encumbrances. See attached Statement of Contingent/Limiting Conditions. Again, this appraisal utilizes an Extraordinary Assumption that the lot is unimproved.							
Based on a complete visual inspection of the subject site and those improvements upon said site, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of market value, as defined, of the real property that is the subject of this report is:							
Opinion of Market Value: \$ 88,000 , as of: November 7, 2018 , which is the date of inspection and the effective date of this appraisal.							

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Page 2 of 4

Elizabeth McFadden Appraisal LLC

LAND_10 11122014

Elizabeth McFadden Appraisal LLC

LAND APPRAISAL REPORT

File No. 2018-142L

PRODUCT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)?

☐ Yes

☐ No

Unit type(s):

☐ Detached

☐ Attached

Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.

Legal Name of Project:

Total number of phases:

Total number of units:

Total number of units sold:

Total number of units rented:

Total number of units for sale:

Data source(s):

Was the project created by the conversion of existing building(s) into a PUD?

☐ Yes

☐ No

If Yes, date of conversion:

Does the project contain any multi-dwelling units?

☐ Yes

☐ No

Data Source:

Are the units, common elements, and recreation facilities complete?

☐ Yes

☐ No

If No, describe the status of completion:

Describe common elements and recreational facilities:

CERTIFICATIONS AND LIMITING CONDITIONS

This report form is designed to report an appraisal of a parcel of land which may have some minor improvements but is not considered to be an "improved site". All improvements are considered to be of relatively minor value impact on the overall value of the site. This report form is not designed to report on an "improved site" where significant value is derived from the improvements. This appraisal report form may be used for single family, multi-family sites and may be included within a PUD development.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions and certifications. The appraiser must, at a minimum; (1) perform a complete visual inspection of the subject site and any limited improvements, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions and conclusions in this appraisal report.

INTENDED USE: The intended use of the appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this report is the lender/client identified within the appraisal report.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what they consider their own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale. (Source: OCC, OTS, FRS, & FDIC joint regulations published June 7, 1994)

* Adjustments to the comparables must be made for special or creative concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1.

The appraiser will not be responsible for matters of a legal nature that affect the subject property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title

2.

The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

3.

The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question unless specific arrangements to do so have been made beforehand, or as otherwise required by law.

4.

The appraiser has noted in this appraisal report any adverse conditions (such as the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the subject property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties express or implied. The appraiser will not be responsible for any such conditions that do exist or for the engineering or testing that might be required to discover whether such condition exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal must not be considered as an environmental assessment of the property.

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1.

I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.

2.

I performed a complete visual inspection of the subject site and any limited improvements. I have reported the information in factual and specific terms. I identified and reported the deficiencies of the subject site that could affect the utility of the site and its usefulness as a building lot(s).

3.

I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of the Appraisal Foundation and that were in place at the time this appraisal report was prepared.

4.

I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them unless indicated elsewhere within this report as there are no or very limited improvements and these approaches to value are not deemed necessary for credible result and/or reliable indicators of value for this appraisal assignment.

5.

I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.

6.

I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of the sale of the comparable sale, unless otherwise indicated in this report.

7.

I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.

8.

I have not used comparable sales that were the result of combining multiple transactions into reported sales

9.

I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.

10.

I have verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.

11.

I have knowledge and experience in appraising this type of property in this market area.

12.

I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.

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LAND_10 11122014

CERTIFICATIONS AND LIMITING CONDITIONS (continued)

13. I obtained the information, estimate, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believed to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.
21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).
22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.
23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.
24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature", as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.
25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature", as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

SIGNATURES

APPRAISER

Signature 
Name Elizabeth C. McFadden
Company Name Elizabeth McFadden Appraisal LLC
Company Address 765 US Route One
Yarmouth, ME 04096
Telephone Number 207 773-8987
Email Address emcfadden7@yahoo.com
Date of Signature and Report November 16, 2018
Effective Date of Appraisal November 7, 2018
State Certification # CR #347
or State License # _____
or Other (describe) _____ State # _____
State ME
Expiration Date of Certification or License 12/31/2018

ADDRESS OF PROPERTY APPRAISED
4 Blanchard Road
Cumberland, ME 04021
APPRAISED VALUE OF SUBJECT PROPERTY \$ 88,000
LENDER/CLIENT
Name No AMC
Company Name Town of Cumberland
Company Address via email

Email Address wshane@cumberlandmaine.com

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature _____
Name _____
Company Name _____
Company Address _____

Telephone Number _____
Email Address _____
Date of Signature _____
State Certification # _____
or State License # _____
State _____
Expiration Date of Certification or License _____

SUBJECT PROPERTY

- ☐ Did not inspect subject property
☐ Did inspect exterior of subject property from street
Date of Inspection _____

COMPARABLE SALES

- ☐ Did not inspect exterior of comparable sales from street
☐ Did inspect exterior of comparable sales from street
Date of Inspection _____

ADDENDUM

Borrower: N/A		File No.: 2018-142L	
Property Address: 4 Blanchard Road		Case No.:	
City: Cumberland	State: ME	Zip: 04021	
Lender: Town of Cumberland			

Extra Comments

SCOPE/PURPOSE/INTENDED USE AND USER OF THE APPRAISAL

SCOPE: The subject market area, as defined, is the basis for the research and analysis performed for the appraisal summarized herein. The scope is limited to this market area, due to the subject's size and appeal, as well as the location-specific perspective of the typical buyer. This report briefly summarizes the appraiser's conclusions regarding the subject's market area, neighborhood, site and highest and best use. All standard valuation techniques are then considered and applied, as appropriate. Finally, the value indicators are reconciled into the estimate of market value.

PURPOSE: The purpose of the appraisal is to provide an objective, unbiased estimate of the market value of the fee simple interest in the subject real estate as of November 7, 2018 which is also the date of inspection. This assignment requires an Extraordinary Assumption (see below). Market value is defined in the addenda to this report. Fee simple interest is defined as: "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat."

The Intended User of the report is also known as the client (Town of Cumberland), and the Intended Use is to provide an objective, unbiased estimate of market value to assist with marketing purposes. It is not intended for any other use or for use by any other user, unless expressly authorized by the appraiser in writing. This appraisal report has been prepared in compliance with the Uniform Standards of Professional Appraisal Practice and the client's stipulated appraisal requirements.

In conformance with Uniform Standards, this appraiser discloses no prior professional services for this property have been performed by this appraiser within the last three years. As previously stated, this assignment requires an Extraordinary Assumption which is defined as: An assignment-specific assumption, as of the effective date of the appraisal, in which uncertain information is utilized. If this information (or assumption) is found to be false, this might affect the appraiser's opinions and conclusions.

For the purpose of this assignment, the subject parcel is assumed to be developable into a single family houselot: See below.

NEIGHBORHOOD

As previously noted, Cumberland consists of 23+/- square miles and is essentially divided into three distinct areas. Western Cumberland retains a rural feel, despite the presence of several large executive-style subdivisions. Cumberland Center is the suburban center where most local services and all public schools are located. Cumberland Foreside, bound to the east by Casco Bay, offers various water-influenced homesites, and includes a recently acquired public beach.

Blanchard Road is a long, mostly residential through street which runs between the westerly side of Main Street in Cumberland Center to Orchard Road in western Cumberland. More specifically, the subject is located on the southerly side, in close proximity to Main Street in Cumberland Center. Within a one mile radius, residential improvements range from older Ranches, Split Foyers and Capes to large, modern Contemporary and Colonial styles: such a mix is common throughout the neighborhoods of Greater Portland and illuminates the wide differential in the overall real estate value range. Most properties appear well maintained, and the overall locational appeal of the subject is considered average due to traffic and various commercial influences. Both the Valhalla Golf Course and all levels of public schools are within walking distance which has a strong appeal to families with school aged children.

SITE

Various sources are inconsistent as to the exact lot size, which ranges from 12,742 square feet to 16,655 square feet. The Town of Cumberland assesses this property as 15,246 square feet, and so the appraiser utilized this figure for comparable purposes.

The subject is located in an MDR zone and is part of the Setback Overlay District. As part of this district, the more rigourous MDR setbacks are relaxed. It is the appraiser's determination (which was verified with William Longley, Code Enforcement Officer for the Town), a reasonable variety of single family dwelling sizes can be accommodated by this lot.

No adverse easements or encroachments were disclosed by Town Manager William Shane or were observed at inspection.

SUBJECT PROPERTY'S ASSESSMENT AND MARKETABILITY

The subject is currently assessed for a total value of \$173,200; however, this is for the parcel as currently improved. This value appears reasonable and equitable, and does not impact marketability. The appraiser noted the land value (@ \$93,200) comprises the majority of the total value.

Marketing time is estimated to be three to six months; however, there can be a seasonal component: in other words, land does not tend to sell quickly during the Winter months. Exposure time is also estimated to be three to six months, assuming competitive pricing and competent marketing.

HIGHEST AND BEST USE

The determination of highest and best use is the fundamental basis of real estate appraisal. Highest and best use is defined as "that reasonable and probable use that supports the highest present value, as defined, as of the effective date of the appraisal". It is determined by a series of criteria which consists of: 1). Possible or physical use; 2). Permissible or legal use; 3). Financially feasible use and 4). Maximally productive use.

The subject is currently improved with a 27x38 one story woodframe building utilized as the home of the Cumberland Historical Society. It appears this structure (built circa 1853) was originally a school house. The current Owner is the Town of Cumberland, and William Shane (Town Manager of Cumberland), has determined the highest and best use of this building is to move it to the nearby Prince Memorial Library where it will be upgraded to better preserve historic artifacts and be part of the library campus. Therefore, this assignment is predicated on this structure relocation and the re-designation of the subject property as a vacant lot.

Therefore, it is the appraiser's determination that the highest and best use of the subject property (vacant - as proposed) is as a single family house lot.

ADDENDUM

Borrower: N/A		File No.: 2018-142L	
Property Address: 4 Blanchard Road		Case No.:	
City: Cumberland	State: ME		Zip: 04021
Lender: Town of Cumberland			

SALES COMPARISON APPROACH

After extensive research, it is the appraiser's determination these three sales represent the best and most recent sales available for comparison. This submarket is defined as 10,000 to 30,000 square foot lots located in northern Greater Portland. Expansion of the locational parameter is warranted as this is an exceptionally limited submarket. Sources utilized for comparable data include Matrix, local brokers, an appraisal data service and the appraiser's files. All sales cited were cash or conventionally financed transactions with no known sales concessions, and all have occurred within the last eighteen months.

Sale #1 was chosen for comparison based on its proximity, as well as for its similarity in topography and on-site sewerage requirements. Formerly improved with the Log Cabin, a convenience store as well as a residential dwelling unit, this property was on and off the market for more than ten years. This appraiser viewed the property, and found the improvements were exceptionally dated and nearing the end of their economic life. It subsequently sold for land value only, and these improvements required demolition. This property required adjustment for slightly superior location as it is better buffered from commercial influences, as well as for superior lot size (which is nearly double the subject's lot size). Subsequent to this sale and demolition, a large single family dwelling was constructed which validates the appraiser's conclusion of highest and best use of the subject property. Originally listed for \$249,900 in 2005, the final list price was \$175,000. This was a private sale.

Sale #2 was chosen for comparison based on its similarity in size and topography. Typically land values track higher in Falmouth; however, this lot is in close proximity to the Interstate 295 with resultant traffic noise, per this appraiser's field notes. This property thus required adjustment for slightly inferior location. The Buyer's Broker reports construction of a single family dwelling is planned. Listed for \$130,000, this property sold for \$90,000 after only one day-on-market.

Sale #3 was chosen for comparison based on its similarity in surrounding values, as well as for its similarity in lot size and topography. Located on the outskirts of Freeport Village, adjacent to railroad tracks and a back lot, this property required adjustment for access to public sewer, as well as for its required right-of-way access which results in higher development costs. However, this adjustment was tempered by superior development potential into a two family building. Listed for \$95,000, it sold for same after two days-on-market.

All adjustments are reasonable and warranted, and were applied after careful consideration.

SALE AND MARKETING HISTORY

Per the Uniform Standards of Professional Appraisal Practice, the appraiser must research the ownership and disclose the listing and sale history of the subject for the last three years.

The subject is not formally on the market or under contract, nor has it been listed for sale within the last three years, per Matrix (the local multiple listing service) or Town Manager William Shane.

FINAL COMMENTS

All weight was given to the Sales Comparison Approach since the typical buyer determines value through comparison. The Cost Approach was not developed due to the essentially unimproved nature of the subject and comparable sales. The Income Approach was not developed due to the paucity of land leases and recent sales of comparable rented lots, which results in an inadequate data base with which to develop market rent. Exclusion of the latter two approaches does not reduce the reliability of the appraisal conclusion since either is seldom, if ever, considered by the typical buyer.

Within the Sales Comparison Approach, more weight was given to Sales #2 and #3 as these properties required the lesser amount of adjustment. This estimate of value is well-supported by the adjusted value of Sale #1.

No non-realty items were included in the appraiser's final value estimate.

SUBJECT PROPERTY PHOTO ADDENDUM

Borrower: N/A		File No.: 2018-142L	
Property Address: 4 Blanchard Road		Case No.:	
City: Cumberland		State: ME	Zip: 04021
Lender: Town of Cumberland			



FRONT VIEW OF
SUBJECT PROPERTY

Appraised Date: November 7, 2018
Appraised Value: \$ 88,000

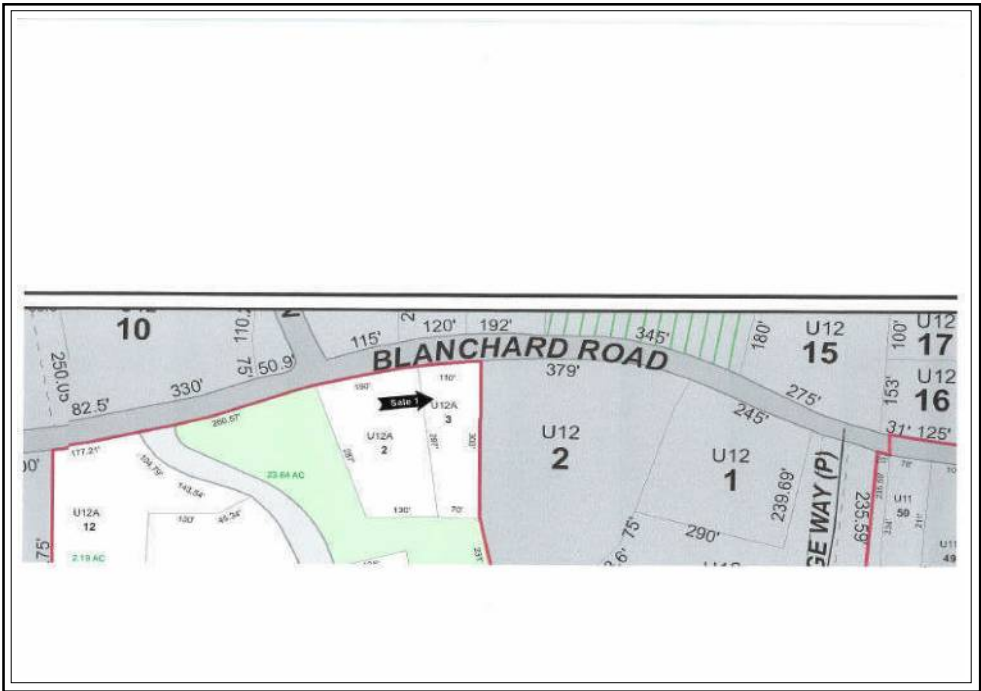


REAR VIEW OF
SUBJECT PROPERTY



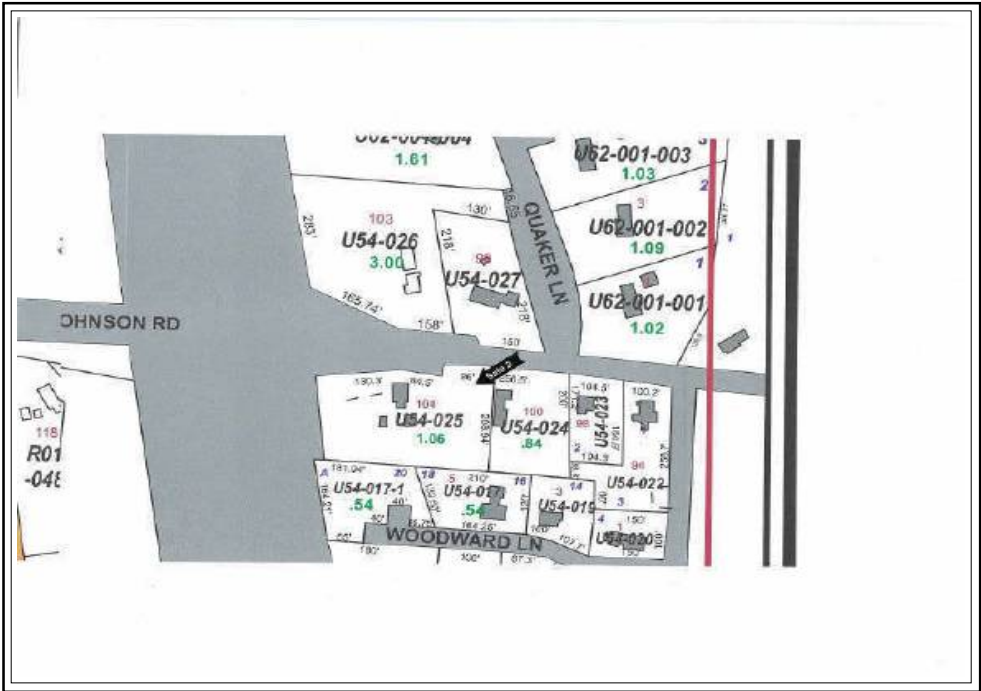
STREET SCENE

COMPARABLE PROPERTY PHOTO ADDENDUM			
Borrower: N/A		File No.:	2018-142L
Property Address: 4 Blanchard Road		Case No.:	
City: Cumberland	State: ME	Zip:	04021
Lender: Town of Cumberland			



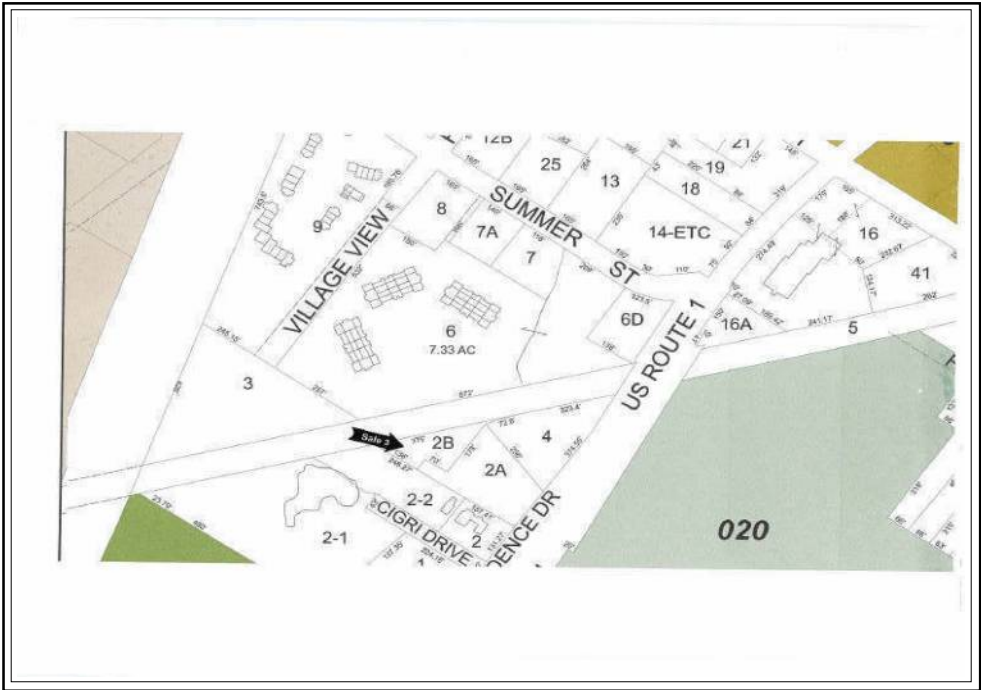
COMPARABLE SALE #1

20 Blanchard Rd M:U12/L:A3
 Cumberland, ME 04021
 Sale Date: August, 2017
 Sale Price: \$ 115,000



COMPARABLE SALE #2

104JohnsonRd PO M:U54/L:25
 Falmouth, ME 04105
 Sale Date: March, 2018
 Sale Price: \$ 90,000



COMPARABLE SALE #3

8 Independence Dr M:9/L:2B
 Freeport, ME 04032
 Sale Date: June, 2018
 Sale Price: \$ 95,000

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the Appraiser's judgment.

STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
2. The appraiser has provided a sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
5. The appraiser has estimated the value of the land in the cost approach at its highest and best use and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
6. The appraiser has noted in the appraisal report any adverse conditions (such as, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
7. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
8. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.
9. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
10. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.

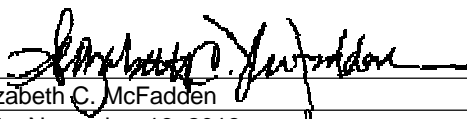
APPRAISERS CERTIFICATION: The Appraiser certifies and agrees that:

1. I have researched the subject market area and have selected a minimum of three recent sales of properties most similar and proximate to the subject property for consideration in the sales comparison analysis and have made a dollar adjustment when appropriate to reflect the market reaction to those items of significant variation. If a significant item in a comparable property is superior to , or more favorable than, the subject property, I have made a negative adjustment to reduce the adjusted sales price of the comparable and, if a significant item in a comparable property is inferior to, or less favorable than the subject property, I have made a positive adjustment to increase the adjusted sales price of the comparable.
2. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.
3. I stated in the appraisal report only my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingent and Limiting Conditions specified in this form.
4. I have no present or prospective interest in the property that is the subject to this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.
5. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.
6. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.
7. I performed this appraisal in conformity with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place as of the effective date of this appraisal, with the exception of the departure provision of those Standards, which does not apply. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value and the estimate I developed is consistent with the marketing time noted in the neighborhood section of this report, unless I have otherwise stated in the reconciliation section.
8. I have personally inspected the subject property and the exterior of all properties listed as comparables in the appraisal report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about the effect of the adverse conditions on the marketability of the subject property.
9. I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. If I relied on significant professional assistance from any individual or individuals in the performance of the appraisal or the preparation of the appraisal report, I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in the report; therefore, if an unauthorized change is made to the appraisal report, I will take no responsibility for it.

SUPERVISORY APPRAISER'S CERTIFICATION: If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervise the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications numbered 4 through 7 above, and am taking full responsibility for the appraisal and the appraisal report.

ADDRESS OF PROPERTY APPRAISED: 4 Blanchard Road, Cumberland, ME 04021

APPRAISER:

Signature: 
Name: Elizabeth C. McFadden
Date Signed: November 16, 2018
State Certification #: CR #347
or State License #:
State: ME
Expiration Date of Certification or License: 12/31/2018

SUPERVISORY APPRAISER (only if required)

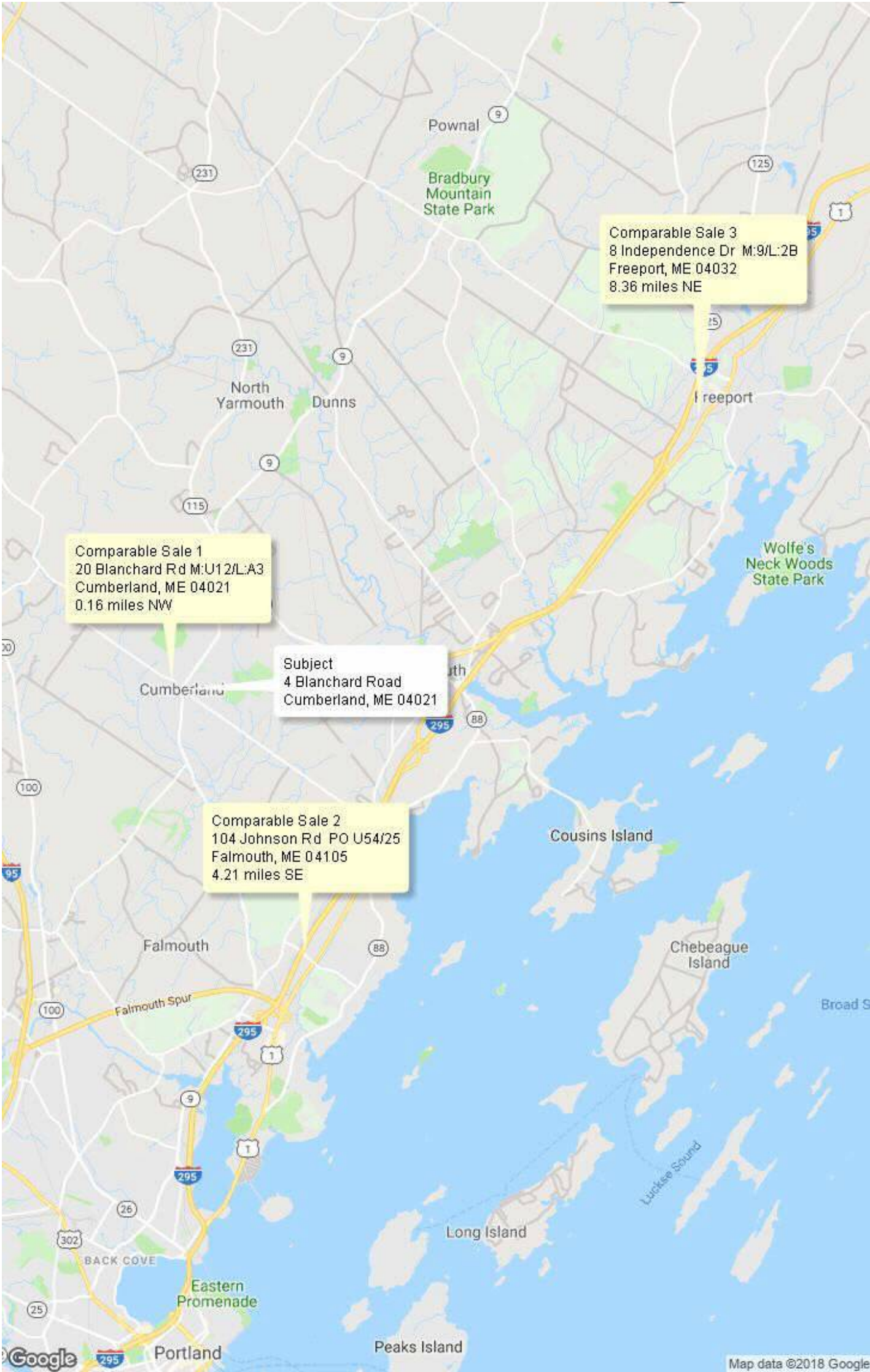
Signature: _____
Name: _____
Date Signed: _____
State Certification #: _____
or State License #: _____
State: _____
Expiration Date of Certification or License: _____

☐ Did ☐ Did Not Inspect Property

Elizabeth McFadden Appraisal LLC


LOCATION MAP

Borrower: N/A		File No.: 2018-142L	
Property Address: 4 Blanchard Road		Case No.:	
City: Cumberland		State: ME	Zip: 04021
Lender: Town of Cumberland			



CERTIFICATION

Borrower: N/A		File No.: 2018-142L	
Property Address: 4 Blanchard Road		Case No.:	
City: Cumberland		State: ME	Zip: 04021
Lender: Town of Cumberland			



State of Maine

DEPARTMENT OF PROFESSIONAL AND FINANCIAL REGULATION

OFFICE OF PROFESSIONAL AND OCCUPATIONAL REGULATION

BOARD OF REAL ESTATE APPRAISERS

License Number CR347

Be it known that

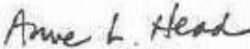
ELIZABETH CAROLINE MCFADDEN

has qualified as required by Title 32 MRSA Chapter 123 and is licensed as:

CERTIFIED RESIDENTIAL APPRAISER

ISSUE DATE

December 13, 2017



Commissioner

EXPIRATION DATE

December 31, 2018

X Detach



STATE OF MAINE

DEPARTMENT OF PROFESSIONAL AND FINANCIAL REGULATION

OFFICE OF PROFESSIONAL AND OCCUPATIONAL REGULATION

BOARD OF REAL ESTATE APPRAISERS

License Number CR347

ELIZABETH CAROLINE MCFADDEN

CERTIFIED RESIDENTIAL APPRAISER

ISSUED 12/13/2017

EXPIRES 12/31/2018

STATE OF MAINE

DEPARTMENT OF PROFESSIONAL AND FINANCIAL REGULATION

35 State House Station

Augusta, Maine 04333-0035

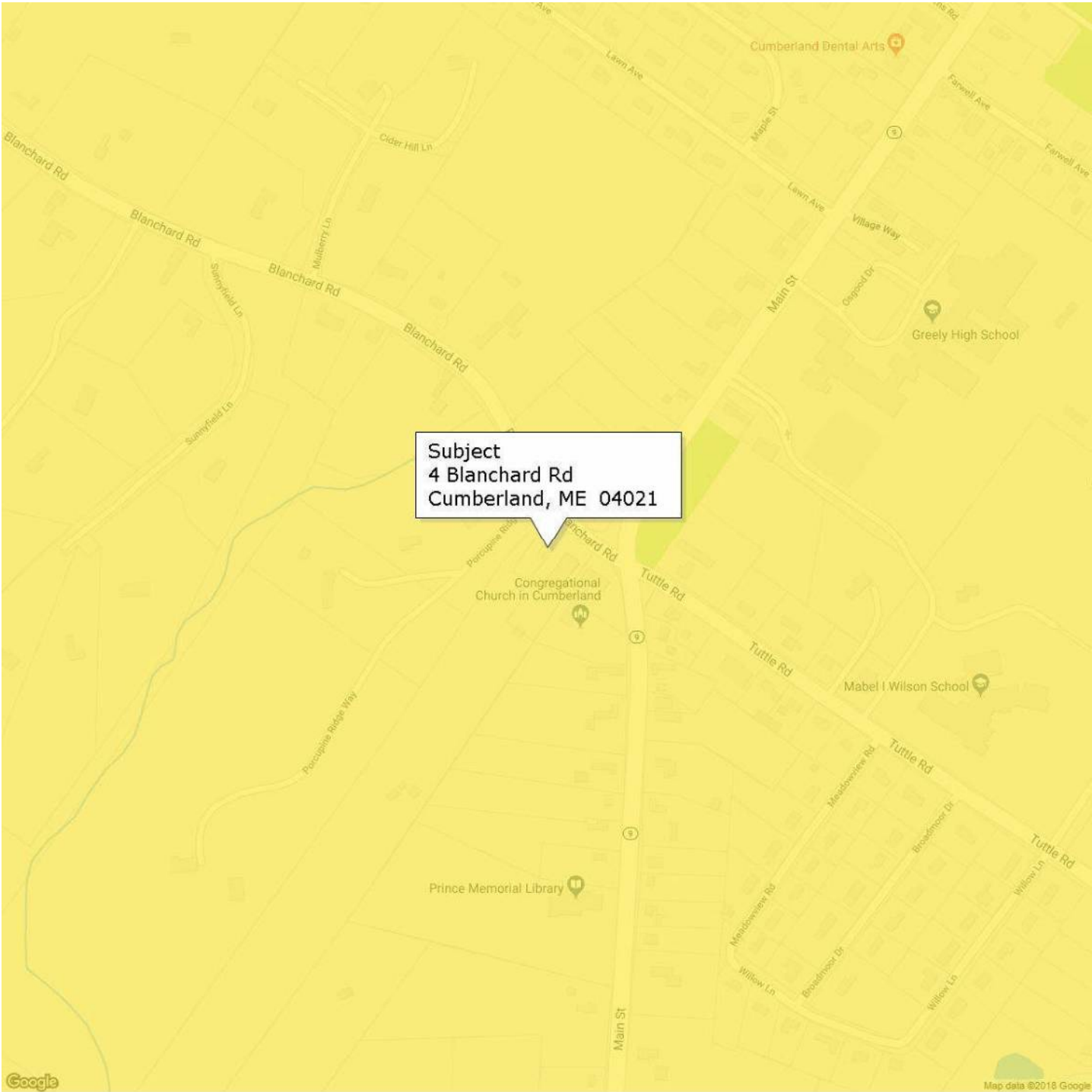
(207) 624-8603



Commissioner

FLOOD MAP

Borrower: N/A	File No.: 2018-142L
Property Address: 4 Blanchard Road	Case No.:
City: Cumberland	State: ME Zip: 04021
Lender: Town of Cumberland	



FLOOD INFORMATION

Community: 230162
Property is NOT in a FEMA Special Flood Hazard Area
Map Number: 2301620015B
Panel: 0015B
Zone: X
Map Date: 05-19-1981
FIPS: 23005
Source: FEMA

Note: Source utilizes updated FEMA Map Zones
Zone X is updated designation for Zones B and C
Zone AE is used in place of A1-A30

LEGEND

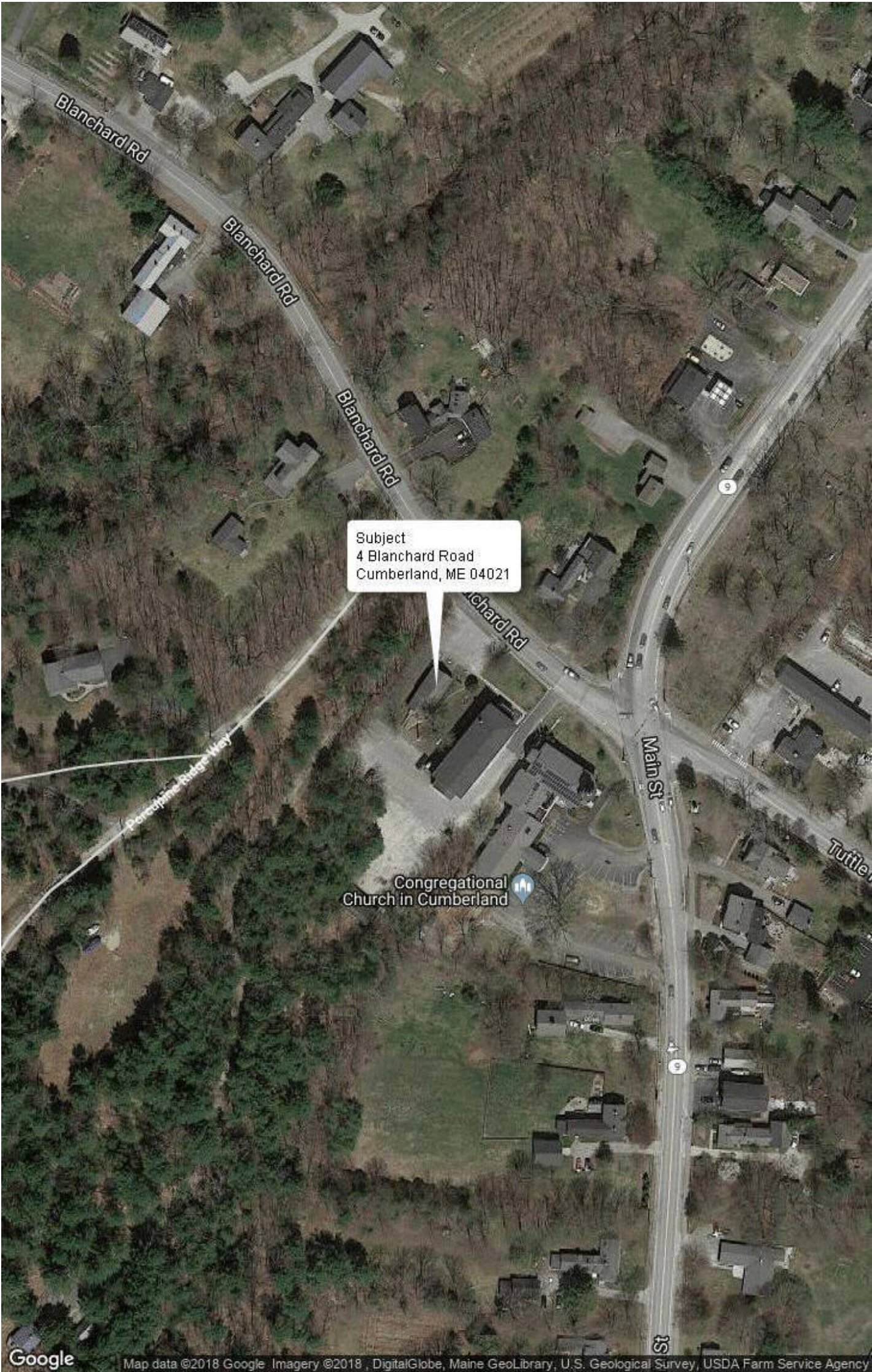
-  = FEMA Special Flood Hazard Area – High Risk
-  = Moderate and Minimal Risk Areas
- Road View:
 -  = Forest
 -  = Water

Sky Flood™

No representations or warranties to any party concerning the content, accuracy or completeness of this flood report, including any warranty of merchantability or fitness for a particular purpose is implied or provided. Visual scaling factors differ between map layers and are separate from flood zone information at marker location. No liability is accepted to any third party for any use or misuse of this flood map or its data.

AERIAL MAP

Borrower: N/A	File No.: 2018-142L
Property Address: 4 Blanchard Road	Case No.:
City: Cumberland	State: ME Zip: 04021
Lender: Town of Cumberland	



CLOSE UP OF AERIAL MAP

Borrower: N/A	File No.: 2018-142L
Property Address: 4 Blanchard Road	Case No.:
City: Cumberland	State: ME
Lender: Town of Cumberland	Zip: 04021



Historical Society Location
4 Blanchard Road

ITEM

20-071

To set a Public Hearing date of September 28th to consider and act on accepting a portion of Red Mill Way as a public road, as recommended by the Lands & Conservation Commission

EASEMENT

CUMBERLAND MEADOWS HOMEOWNERS ASSOCIATION, a Maine nonprofit corporation of the Town of Cumberland, County of Cumberland and State of Maine (hereinafter referred to as the "Grantor"), being the Association of Unit Owners for the CUMBERLAND MEADOWS CONDOMINIUM (the "Condominium") established under an Amended and Restated Declaration of Condominium dated November 8, 2017 and recorded in the Cumberland County Registry of Deeds in Book 34474, Page 1 (the "Declaration"), their successors and assigns, hereby GRANTS, with Quitclaim Covenant, as a gift, to the **TOWN OF CUMBERLAND**, a municipality organized and existing under the laws of the State of Maine, with a mailing address of 290 Tuttle Road, Cumberland, Maine 04021 (hereinafter referred to as the "Holder"), its successors and assigns, in common with Grantor and others, in perpetuity, the following easements over certain portions of the common elements of the Condominium, as described in the Declaration:

1. Pedestrian, Drainage, Utility Easement

A. Pedestrian, Drainage, Utility Easement Area. Grantor hereby conveys and assigns to the Holder a non-exclusive easement along the pedestrian walkways (the "Walkways") of the Condominium (the "Pedestrian, Drainage, Utility Easement") as depicted on a plan entitled "Boundary Survey of Red Mill Way for The Town of Cumberland, Maine," prepared by Boundary Points, dated March 23, 2020 and recorded in the Cumberland County Registry of Deeds in Plan Book ___, Page ___, a reduced copy of which is attached hereto and made a part hereof as Exhibit A (the "Plan"). The easement area for the Pedestrian, Drainage, Utility Easement ("the "Pedestrian, Drainage, Utility Easement Area") shall generally consist of a network of strips of land forty (40) foot in width along the centerline of the Walkways, said centerline as depicted on the Plan and as legally described on the Plan as Pedestrian, Drainage, Utility Easement I, II, II, IV, and V. The Pedestrian, Drainage, Utility Easement Area shall hold a width of forty (40) feet along the centerline of the Walkways, except in those areas of the Walkways as depicted on the Plan where the boundary of the Condominium property is less than twenty (20) feet from the centerline of the Walkways.

B. Purpose of Pedestrian, Drainage, Utility Easement. The Pedestrian, Drainage, Utility Easement shall be for the purpose of providing pedestrian access and passage over the Walkways, and shall include the right of the Holder to construct, maintain, and repair said Walkways and associated landscaping within the Pedestrian, Drainage, Utility Easement Area as depicted on the Plan. The Holder shall be responsible for constructing, maintaining, and repairing said Walkways and associated landscaping within the Pedestrian, Drainage, Utility Easement Area as depicted on the Plan. The Pedestrian, Drainage, Utility Easement shall also be for the following purposes 1) to permit Holder the right, at its sole cost, expense, and risk, to access, utilize, maintain, inspect, improve and/or replace the existing above ground and subterranean water drainage system, and/or to construct a new water drainage system, including pipes, rip-rap, culverts, manholes, ditches, conduits, swales, and other necessary and customary drainage equipment within the Pedestrian, Drainage, Utility Easement Area, and 2) to permit Holder the right, at its sole cost, expense, and risk, to access, utilize, construct, maintain, inspect, improve and/or replace utilities, utility lines and utility systems, including but not limited to pipes, ducts, sewer lines, water lines, wires, gas lines, electrical lines, and telecommunications lines, and conduits, with all appurtenances reasonably necessary for such utilities. Holder shall have the right, at its own cost, expense, and risk, to access

the Pedestrian, Drainage, Utility Easement Area on foot and with construction vehicles and equipment for the construction, maintenance, repair, inspection, improvement and/or replacement of said water drainage system and utility systems, for the duration of the installation, inspection, improvement, replacement and/or necessary maintenance of the water drainage system and utility systems. This right shall include the right to access the Pedestrian, Drainage, Utility Easement Area with men, vehicles, machinery and equipment required to construct, maintain, inspect, improve and/or replace the water drainage system and utility systems. Holder shall have the right to remove vegetation, as needed, in the course of installation, maintenance, inspection, improvement, or replacement

At all times in the exercise of its Pedestrian, Drainage, Utility rights, Holder shall reasonably restore the surface and vegetation of the easement area to the condition that existed prior to any such construction, maintenance, repair, inspection, improvement and/or replacement.

2. Drainage Easement

A. Drainage Easement Area. Grantor hereby conveys and assigns to the Holder certain stormwater drainage easement rights (the "Drainage Easement") over a portion of the Condominium property depicted as Town Drainage Easement Area on the Plan. The easement area for the Drainage Easement (the "Drainage Easement Area") shall run along the centerline of the Walkway depicted and legally described in the Plan as Pedestrian Easement II, and shall extend in a generally westerly direction to the property owned by the Holder and depicted on the Plan.

B. Purpose of Drainage Easement. The Drainage Easement shall be for the purpose of permitting the Holder the right, at its sole cost, expense, and risk, to access, utilize, maintain, inspect, improve and/or replace the existing above ground and subterranean water drainage system, and/or to construct a new water drainage system, including pipes, rip-rap, culverts, manholes, ditches, conduits, swales, and other necessary and customary drainage equipment within the Drainage Easement Area. Holder shall have the right, at its own cost, expense, and risk, to access the Drainage Easement Area on foot and with construction vehicles and equipment for the construction, maintenance, repair, inspection, improvement and/or replacement of said water drainage system, for the duration of the installation, inspection, improvement, replacement and/or necessary maintenance of the water drainage system. This right shall include the right to access the Drainage Easement Area with men, vehicles, machinery and equipment required to construct, maintain, inspect, improve and/or replace the water drainage system. Holder shall have the right to remove vegetation, as needed, in the course of installation, maintenance, inspection, improvement, or replacement.

In the exercise of its Drainage Easement rights, Holder shall reasonably restore the surface and vegetation of the easement area to the condition that existed prior to any such installation, maintenance, inspection, improvement, or replacement.

3. Indemnification. Holder agrees to indemnify and hold harmless Grantor and all those subject to the governance of Grantor or claiming by, under or through Grantor from all loss, claim, cost, damage and expense for damage to persons or property arising out of the use by Holder and all parties acting or claiming by, through or under Holder, of the rights and easements granted herein,

except as and to the extent that any such loss, claim, cost, damage or expense is the result of the negligence of Grantor, or any party acting by, through or under Grantor

4. Public Use

Holder has the right to permit, and the Grantor agrees to refrain from taking any action to prohibit or discourage or to exact a fee for, non-motorized access and low-impact outdoor recreational use by the general public on the Walkways in the Pedestrian Easement Area, including, without limitation, walking, nature observation, bicycling, snowshoeing and cross-country skiing.

This grant prohibits motorized vehicles of any nature on the Walkways except in connection with maintenance of or improvement to the Pedestrian Easement Area by Holder or its authorized representatives, or in emergency circumstances.

5. General Provisions

A. This Easement may be amended by written agreement of the Holder and Grantor, provided that Holder determines in its sole and exclusive judgment that the amendment furthers or is not inconsistent with the Recreational Purpose of this Easement, as stated hereinabove.

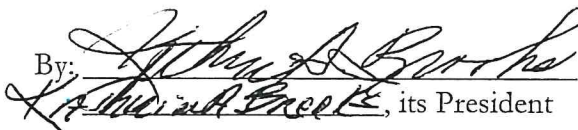
B. The rights and easements created hereby shall run with the land and shall be binding upon and inure to the benefit of Grantor and Holder, and their respective successors and assigns, as owners of the respective parcels benefiting from and burdened by the respective rights and easements created herein.

C. This Easement Agreement shall be governed by the laws of the State of Maine, as the same may now exist or as may be hereafter enacted.

IN WITNESS WHEREOF, Grantor has caused these presents to be signed and sealed on this 21st day of August, 2020, and by the signatures its Members representing at least 80% of the votes in the Association appended hereto.

CUMBERLAND MEADOWS HOMEOWNERS ASSOCIATION


Witness

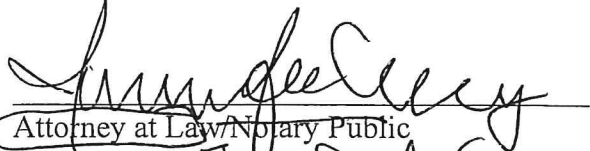
By: 
Katherine A. Brink, its President

STATE OF MAINE
CUMBERLAND, ss.

August 21, 2020

Then personally appeared the above named Katherine A. Brink in his/her said capacity and acknowledged the foregoing instrument to be his/her free act and deed, and the free act and deed of said corporation.

Before me,



Attorney at Law/Notary Public

Printed Name: Jennifer A. Carey

Commission Expires: March 2014

#9083

The forgoing Easement Deed was approved by the Cumberland Meadows Homeowners Association by the affirmative vote of Members entitled to cast at least 80% of the votes in the association. The undersigned Members, who represent at least 80% of the votes in the Association hereby join in the Easement Deed memorializing their agreement to the easement rights conveyed herein in accordance with 33 M.R.S. §1603-112(b).

Carolyn Lindsey
Signature

Printed name: Carolyn Lindsey

25 Winduberry
Signature

Printed name: _____

Thomas M. Liskow
Signature

Printed name: THOMAS M. LISKOW

27 WINDUBERRY
Signature

Printed name: _____

Heidi Williams
Signature

Printed name: Heidi Williams

Ruth M. Harris
Signature

Printed name: _____

Raymond J. Lessard
Signature

Printed name: RAYMOND J. LESSARD

36-Adamsberry CR.
Signature

Printed name: _____

Jacqueline Lessard
Signature

Printed name: Jacqueline LESSARD

Charlotte Adams
Signature

Printed name: Charlotte Adams

Karin Adams
Signature

Printed name: _____

KARIN ADAMS
Signature

Printed name: KARIN ADAMS

Thornorton Candage
Signature

Printed name: _____

THORNTON CANDAGE
Signature

Printed name: _____

Richard H. Williams
Signature

Printed name: Richard H. Williams

Patricia A. Olds
Signature

Printed name: PATRICIA A. Olds

Ruth M. Harris
Signature

Printed name: Ruth M. Harris

Sally Pierce
Signature

Printed name: _____

SALLY PIERCE
Signature

Printed name: SALLY PIERCE

Elizabeth C. McFadden
Signature

Printed name: _____

Elizabeth C. McFadden
Signature

Printed name: Elizabeth C. McFadden

Shannon Walton
Signature

Printed name: _____

Shannon Walton
Signature

Printed name: Shannon Walton

Donna M. Sutton
Signature

Printed name: _____

Donna M. Sutton
Signature

Printed name: Donna M. Sutton

Donna M. Sutton
Signature

Printed name: Donna M. Sutton

Donna M. Sutton
Signature

Printed name: _____

Donna M. Sutton
Signature

Printed name: _____

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Signature Sharon Halligan Signature Barbara B. Ivers
Printed name: Sharon Halligan Printed name: Barbara B. Ivers

Signature Dorothy B. Woods Signature _____
Printed name: Dorothy B. Woods Printed name: _____

Signature Elizabeth Gamage Signature _____
Printed name: Elizabeth Gamage Printed name: _____

Signature B. B. B. B. B. Signature _____
Printed name: B. B. B. B. B. Printed name: _____

Signature Charles B. Bicknell Signature _____
Printed name: Charles B. Bicknell Printed name: _____

Signature Linda F. Whitham Signature _____
Printed name: Linda F. Whitham Printed name: _____

Signature John P. Whitham Signature _____
Printed name: John P. Whitham Printed name: _____

Signature Andrea R. Morse Signature _____
Printed name: Andrea R. Morse Printed name: _____

Signature Joseph Smyth Signature _____
Printed name: JOSEPH SMYTH Printed name: _____

Signature _____ Signature _____
Printed name: _____ Printed name: _____

Signature _____ Signature _____

The forgoing Easement Deed was approved by the Cumberland Meadows Homeowners Association by the affirmative vote of Members entitled to cast at least 80% of the votes in the association. The undersigned Members, who represent at least 80% of the votes in the Association hereby join in the Easement Deed memorializing their agreement to the easement rights conveyed herein in accordance with 33 M.R.S. §1603-112(b).

Signature

Printed name: DYANE MARKOWSKI

Dyane Markowski

Signature

Printed name: _____

Signature

Printed name: _____

Signature

Printed name: _____

Signature

Printed name: _____

Signature

Printed name: _____

Signature

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The forgoing Easement Deed was approved by the Cumberland Meadows Homeowners Association by the affirmative vote of Members entitled to cast at least 80% of the votes in the association. The undersigned Members, who represent at least 80% of the votes in the Association hereby join in the Easement Deed memorializing their agreement to the easement rights conveyed herein in accordance with 33 M.R.S. §1603-112(b).

Susan E. Casey

Signature

Printed name: _____

Susan E Casey

Signature

Printed name: _____

Signature

Printed name: _____

Signature

Printed name: _____

Signature

Printed name: _____

Signature

Printed name: _____

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CASEMENTS

Ramon Crouch

Signature
Printed name: RAMON CROUCH

Signature
Printed name: _____

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Signature
Printed name: _____

Signature
Printed name: _____

AFTER RECORDING RETURN TO:

Jeffrey B. Herbert, Esq.
Jensen Baird Gardner & Henry
P.O. Box 4510
Portland, Maine 04112-4510

WARRANTY DEED
(Maine Statutory Short Form)

KNOW ALL PERSONS BY THESE PRESENTS, that **CUMBERLAND MEADOWS HOMEOWNERS ASSOCIATION**, a Maine nonprofit corporation of the Town of Cumberland, County of Cumberland and State of Maine, for NO consideration paid, grants to the **TOWN OF CUMBERLAND**, a municipal corporation organized and existing under the laws of Maine, with a mailing address of 290 Tuttle Road, Cumberland, Maine 04021, with **WARRANTY COVENANTS**, the land in said Town of Cumberland, County of Cumberland and State of Maine, being more particularly described on Exhibit A attached hereto and made a part hereof.

WITNESS my hand and seal this 21st day of August, 2020, joined by the signatures Grantor's Members representing at least 80% of the votes in the Association appended hereto.

CUMBERLAND MEADOWS HOMEOWNERS ASSOCIATION


Witness

By: 
Katherine A. Brooks its President

STATE OF MAINE
CUMBERLAND, ss.

August 21, 2020

Then personally appeared the above named Katherine A. Brooks in his/her said capacity and acknowledged the foregoing instrument to be his/her free act and deed, and the free act and deed of said corporation.

Before me,



Attorney at Law/Notary Public
Printed Name: John C. Carey
Commission Expires: March 2023
#9083

EXHIBIT A

A certain lot or parcel of land, being a portion of Red Mill Way in the Town of Cumberland, County of Cumberland, State of Maine and more particularly bounded and described as follows:

Beginning at a found iron rebar at the end of the already publicly accepted Red Mill Way;

Thence N $55^{\circ}26'33''$ W a distance of 54.12';

Thence N $57^{\circ}03'27''$ E a distance of 20.73';

Thence along a curve to the left having an arc length of 541.96' and a radius of 522.56';

Thence S $54^{\circ}17'24''$ E a distance of 42.81';

Thence S $14^{\circ}51'05''$ E a distance of 51.51';

Thence along a curve turning to the right having an arc length of 516.90' and a radius of 572.56' to the point of beginning. Containing an area of 0.63 Acres.

The forgoing Warranty Deed was approved by the Cumberland Meadows Homeowners Association by the affirmative vote of Members entitled to cast at least 80% of the votes in the association. The undersigned Members, who represent at least 80% of the votes in the Association hereby join in the Deed memorializing their agreement to convey the real estate conveyed herein in accordance with 33 M.R.S. §1603-112(b).

Signature Heidi Williams Signature Robin Williams
Printed name: Heidi Williams Printed name: Robin Williams

Signature Susan Wilmot Signature Thomas A. Brooke
Printed name: Susan Wilmot Printed name: Thomas A. Brooke

Signature Sharon Halligan Signature Tim Higgins
Printed name: Sharon Halligan Printed name: Tim Higgins

Signature Donna Lathrop Signature Denise Lessard
Printed name: Donna Lathrop Printed name: Denise Lessard

Signature Lawrence R. Latta Signature Elizabeth Gamage
Printed name: LAWRENCE R. Latta Printed name: Elizabeth Gamage

Signature Patricia Gids Signature Bob Bickford
Printed name: PATRICIA Gids Printed name: Bob Bickford

Signature Virginia Garneau Signature Charles Bickford
Printed name: Virginia Garneau Printed name: Charles Bickford

Signature Elaine Walker Signature Linda F. Whitham
Printed name: Elaine Walker Printed name: Linda F. Whitham

Signature D Jean McPherson Signature Jeffrey P. Whitham
Printed name: D Jean McPherson Printed name: Jeffrey P. Whitham

Signature Andrea R Morse Signature Andrea R. Morse
Printed name: Andrea R Morse Printed name: Andrea R. Morse

Signature David W. Young Signature JOSEPH SMYTH
Printed name: David W. Young Printed name: JOSEPH SMYTH

Signature Elizabeth C. McFarlan Signature Barbara B. Ivers
Printed name: Elizabeth C. McFarlan Printed name: Barbara B. Ivers

Signature Dorothy B. Woods Signature _____
Printed name: DOROTHY B. Woods Printed name: _____

The forgoing Warranty Deed was approved by the Cumberland Meadows Homeowners Association by the affirmative vote of Members entitled to cast at least 80% of the votes in the association. The undersigned Members, who represent at least 80% of the votes in the Association hereby join in the Deed memorializing their agreement to convey the real estate conveyed herein in accordance with 33 M.R.S. §1603-112(b).

Carolee Lindsey
Signature

Printed name: Carolee Lindsey

25 Winderberry
Signature

Printed name: _____

Thomas M. Letkew
Signature

Printed name: THOMAS M. LETKEW

27 Winderberry Court

Signature
Printed name: Heidi Williams

Judi Williams
Signature

Printed name: Raymond Lessard

RAYMOND LESSARD

36 Winderberry Rd.

Signature
Printed name: Jacqueline Lessard

Jaqueline Lessard
Signature

Printed name: Chester Adams

Cut Adams

Signature
Printed name: KARIN ADAMS

Karin Adams
Signature

Printed name: THORNTON CANDAGE

Sally Pierce
Signature

Printed name: Sally Pierce

Richard Williams
Signature

Printed name: Richard Williams

Patricia A. Olds
Signature

Printed name: PATRICIA A. Olds

Ruth M. Harris

Signature
Printed name: Ruth Harris

Signature
Printed name: _____

Signature
Printed name: _____

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Printed name: _____

Signature
Printed name: _____

Signature
Printed name: _____

The forgoing Warranty Deed was approved by the Cumberland Meadows Homeowners Association by the affirmative vote of Members entitled to cast at least 80% of the votes in the association. The undersigned Members, who represent at least 80% of the votes in the Association hereby join in the Deed memorializing their agreement to convey the real estate conveyed herein in accordance with 33 M.R.S. §1603-112(b).

Signature

Printed name: DIANE MARRONSH

Diane Marronsh

Signature

Printed name: Shannon Walton

Shannon Walton

Signature

Printed name: _____

Donna M. Sutton

Signature

Printed name: Donna M. Sutton

Signature

Printed name: _____

Signature

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The forgoing Warranty Deed was approved by the Cumberland Meadows Homeowners Association by the affirmative vote of Members entitled to cast at least 80% of the votes in the association. The undersigned Members, who represent at least 80% of the votes in the Association hereby join in the Deed memorializing their agreement to convey the real estate conveyed herein in accordance with 33 M.R.S. §1603-112(b).

Susan E. Casey

Susan E Casey

Signature

Printed name: _____

Signature

Printed name: _____

Signature

Printed name: _____

Signature

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WARRANTY

Ramon Crouch

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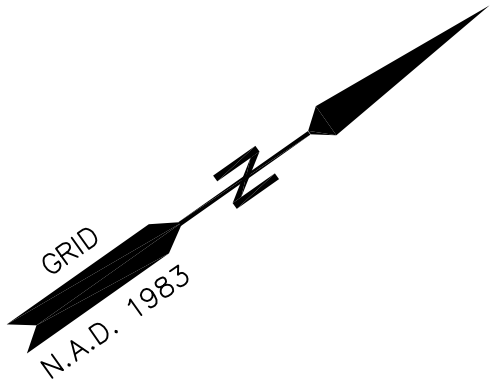
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PEDESTRIAN, DRAINAGE, UTILITY EASEMENT II
Beginning at a magnetic nail in pavement
thence N 65°58'09" E a distance of 40.96'
thence along a curve turning to the left with an arc length of 25.93' and a radius of 27.80'
thence N 12°31'15" E a distance of 17.15'
thence along a curve turning to the right with an arc length of 40.98' and a radius of 96.05'
thence N 36°57'55" E a distance of 84.48'
thence along a curve turning to the right with an arc length of 75.54' and a radius of 212.05'
thence N 57°22'35" E a distance of 50.66'
thence along a curve to the left with an arc length of 71.74' and a radius of 87.74'
thence N 10°31'38" E a distance of 48.74'
thence along a curve turning to the right with an arc length of 121.68' and a radius of 120.95'
thence N 68°10'08" E a distance of 80.72'
thence along a curve turning to the left with an arc length of 85.09' and a radius of 67.91'
thence N 03°37'02" W a distance of 10.41'
thence along a curve turning to the right with an arc length of 233.23' and a radius of 200.00'
thence N 63°11'53" E a distance of 72.71'
thence N 74°41'22" E a distance of 40.17'
thence along a curve turning to the right with an arc length of 48.53' and a radius of 122.56'

TOWN OF CUMBERLAND
BOOK 2567 PAGE 42

PEDESTRIAN, DRAINAGE, UTILITY EASEMENT IV
Beginning at the centerline intersection of paved walkways
thence S 53°25'37" E a distance of 118.07'
to Winterberry Court

PEDESTRIAN, DRAINAGE, UTILITY EASEMENT V
Beginning at the centerline intersection of paved walkways
thence N 20°00'16" W a distance of 6.71'
thence along a curve turning to the right with an arc length of 21.64' and a radius of 25.66'
thence N 28°18'46" E a distance of 19.05'
thence along a curve turning to the left with an arc length of 33.63' and a radius of 30.93'
thence N 34°00'00" W a distance of 45.43'
thence N 44°00'00" W a distance of 7.75'
to the school yard

PEDESTRIAN, DRAINAGE, UTILITY EASEMENT III
Beginning at the centerline intersection of paved walkways
thence S 34°50'33" E a distance of 45.11'
thence along a curve to the left with an arc length of 43.27' and a radius of 110.75'
thence S 57°13'52" E a distance of 65.42'
to Linden Court

TUTTLE ROAD
CUMBERLAND COUNTY COMMISSIONERS RECORDS PLAN BOOK 5 PAGE 2

BOOK 7406 PAGE 188

CONDOMINIUM DECLARATION
BOOK 7783 PAGE 183

LINDEN COURT
WINTERBERRY COURT
PLAN BOOK 162 PAGE 58
SHEET 1 OF 2
PLAN BOOK 158 PAGE 45
SHEET 2 OF 2

THIS LINE DETERMINED BY PLAN ENTITLED
SITE PLAN PROPOSED APARTMENT UNITS
CUMBERLAND HOUSING FOR THE ELDERLY
THE TOWN OF CUMBERLAND. DRAWN BY
S. COWDER, TOWN ENGINEER JAN. 14, 1992.
BOOK 10209 PAGE 282

TOWN OF CUMBERLAND
BOOK 10209 PAGE 282
PLAN BOOK 162 PAGE 58
SHEET 2 OF 2
PLAN BOOK 158 PAGE 45
SHEET 2 OF 2

CUMBERLAND ESTATES
PLAN BOOK 154 PAGE 15

PEDESTRIAN, DRAINAGE, UTILITY EASEMENT I
Beginning at a magnetic nail in pavement
thence N 33°38'11" W a distance of 18.38'
thence along a curve to the left with an arc length of 52.57' and a radius of 74.35'
thence along a reverse curve to the right with an arc length of 25.79' and a radius of 75.89'
thence N 54°40'39" W a distance of 351.60'
to the school yard

LEGEND

EXISTING	DESCRIPTION	PROPOSED
---	PROPERTY LINE	
---	ADJOINER LINE	
---	BUILDING SETBACK	
---	EASEMENT	
---	CENTERLINE	
■	MONUMENT	
⊙	IRON PIPE	
⊙	IRON ROD	
⊙	5/8" IRON REBAR	
⊙	MAGNETIC NAIL	
■	BUILDING	
■	WET LANDS	
---	EDGE WETLAND	
---	SIGN	
---	STREAM	
---	EDGE PAVEMENT	
---	GRAVEL ROAD	
---	CURB LINE	
---	TREE LINE	
G	GAS	
W	WATER	
S	SEWER	
SD	STORM DRAIN	
E	ELECTRIC LINES	
■	MAIL BOX	
○	GATE VALVE	
○	UTILITY POLE	
○	HYDRANT	
○	CATCH BASIN	
○	MAN HOLE	
○	POTABLE WELL	
---	CULVERT	
■	CONIFEROUS TREE	
■	DECIDUOUS TREE	
■	LIGHT POLE	

TOWN OF CUMBERLAND
MEADOW LANE EASEMENT
BOOK 8573 PAGE 296

ADDITIONAL ACCEPTANCE OF RED MILL WAY
Beginning at a found iron rebar at the end of the already publicly accepted Red Mill Way;
thence N 55°28'33" W a distance of 54.12';
thence N 57°03'27" E a distance of 20.73';
thence along a curve to the left an arc length of 541.96' and a radius of 522.56';
thence S 54°17'24" E a distance of 42.81';
thence S 14°51'05" E a distance of 51.51';
thence along a curve turning to the right an arc length of 516.90' and a radius of 572.56'
to the point of beginning.
Containing an area of 0.63 Acre

LOT 16
PLAN BOOK 191 PAGE 215

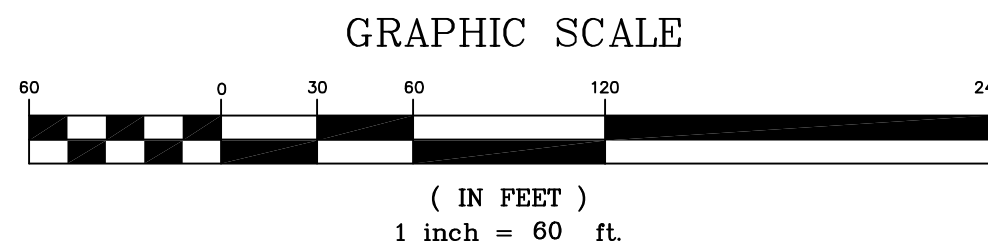
LOT 15
PLAN BOOK 191 PAGE 215

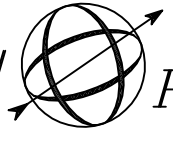

MEADOW LANE SUBDIVISION
PLAN BOOK 191 PAGE 215

APPROVAL—
TOWN OF CUMBERLAND
COUNCIL MEMBERS

STATE OF MAINE

_____ COUNTY SS REGISTRY
OF DEEDS RECEIVED _____ 20____
AT ____h ____m ____M. RECORDED IN
PLAN BOOK _____ PAGE _____
ATTEST _____
REGISTER



		Scale: 1" = 60'
		Project No: 2020017
		AutoCAD Release: 2016
		Drawn By: DB
		Field Date: 6-15-2019
No.	Revision	Date
		Plan Date: 3-23-2020
THIS PLAN IS PROVIDED EXCLUSIVELY FOR THE CLIENT STATED HEREON. ANY USE OR ALTERATION OF THIS PLAN BY OTHERS SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO BOUNDARY POINTS, LLC.		
BOUNDARY SURVEY OF RED MILL WAY FOR THE TOWN OF CUMBERLAND MAINE RECORD OWNER TOWN OF CUMBERLAND 290 TUTTLE ROAD CUMBERLAND MAINE 04021		1
Boundary  Points PROFESSIONAL LAND SURVEYING, LLC P.O. BOX 175 CUMBERLAND MAINE 04021-0175		 David Bouffard

ITEM

20-072

To set a Public Hearing date of September 28th to consider and act on amendments to Chapter 315 (Zoning), Section 21 (Town Center District), B-12 (Day Care Centers and Nursery Schools), to increase the number of children allowed from 20 to 28, as recommended by the Planning Board



CONGREGATIONAL CHURCH IN CUMBERLAND

...at the Center of Cumberland

282 Main Street

P O Box 247

Cumberland Center ME 04021

Telephone: (207) 829-3419

Email: office@cumberlanducc.org

Website: www.cumberlanducc.org

Carla Nixon, Town Planner
Town of Cumberland
290 Tuttle Road
Cumberland, ME 04021

RE: Request by the Main Street Children's Center for a Change in the Town Zoning Ordinance

Dear Ms. Nixon:

Section 315-21(B)(12) of the Town Zoning Ordinance permits the operation of "day care centers and nursery schools for no more than 20 children" in the Town Center District. The Congregational Church in Cumberland has operated a day care center—the Main Street Children's Center (MSCC)—for the past twelve years. We believe that altering the ordinance to allow us to care for 28 children would benefit the community.

State licensing authorities have advised us that our facilities can accommodate 28 children and that the State would approve a revision of our current license to allow us to care for this number. Of course, if the Town were to approve our request, we would continue to adhere to State-mandated child-teacher ratios.

In 2019, the Cumberland-North Yarmouth School District (MSAD #51) began a pre-kindergarten program that operated four days per week (Mondays, Tuesdays, Thursdays, and Fridays). The parents of children enrolled in this program sought care for their children from MSCC on Wednesdays and on other days during hours that the School District's pre-K program was not in operation. To accommodate these parents and their children, we allowed children to enroll in our Core Preschool Program from 9:00 am to noon only on Wednesdays and then to obtain extended-hours care on other days as well. In 2019-20, five children did enroll in our Wednesday-only Core program.

Because the Town ordinance allows us to serve only 20 children at a time, the new Wednesday-only program required us to limit the number of children enrolled in our Core

program five days per week to 15. Historically, we have been fully enrolled or close to it with 20 children receiving Core-program care five days per week. Accommodating the School District program thus led us to reduce the total amount of childcare we provide. The change to the Zoning Ordinance we request would enable us to accommodate the School District program by increasing (slightly) the total amount of care we provide. The Superintendent of MSAD #51, Jeff Porter, has advised us that he supports our request.

Our request for revision of the Zoning Ordinance is not tied to the School District program. We would like to be able ultimately to increase our enrollment to 28 children five days per week. Initially, however, we would expect to care for more than 20 children only on Wednesdays. We have the ability to provide an additional teacher on Wednesdays, as MSCC's Director, Susan Novak, can take on that task.

Please contact me (a-alschuler@law.northwestern.edu, 773-896-7427) or Susan Novak (susan@cumberlandcc.org, 207-829-3419) with any questions or concerns.

The Main Street Children's Center, which is open to all regardless of religious affiliation, has nurtured hundreds of young members of the Cumberland community over the years. As our community has grown and life patterns have changed, the demand for quality childcare has increased. See *As Workplaces Reopen, Maine Parents Scramble for Child Care Made Short by Pandemic*, PORTLAND PRESS HERALD, July 4, 2020. In partnership with the Town, the School District, and the parents of Cumberland, we would like to do more.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Albert W. Alschuler", followed by a horizontal line.

Albert W. Alschuler
Moderator, the Congregational Church in Cumberland

Cc: Bill Shane, Town Manager
Jeff Porter, Superintendent, MSAD #51

§ 315-21. Town Center District (TCD).

- A. The purpose of the Town Center District (TCD) is to provide an area in the center of Town that will allow for a mix of residential and low-intensity commercial uses that will enhance the livability and sustainability of the community.
- (1) All multiplex and nonresidential development shall be subject to the Town Center District Design Standards.¹
 - (2) All multiplex and nonresidential uses shall be subject to Chapter 229, Site Plan Review.
 - (3) All development in this area shall be connected to public water and sewer, when available.
- B. The following uses are permitted in the TCD:
- (1) Single-family dwellings.
 - (2) Duplex dwellings.
 - (3) Multiplex dwellings, subject to the provisions of § 315-44, Multiplex dwellings.
 - (4) An accessory dwelling unit as permitted in § 315-45A. **[Added 11-26-2012²]**
 - (5) Personal services.
 - (6) Business and professional offices.
 - (7) Retail stores, maximum 2,000 square feet. Square footage shall not include internal storage areas.
 - (8) Small markets, maximum 2,500 square feet, with no drive-through. Square footage shall not include internal storage areas.
 - (9) Cafes, maximum 2,500 square feet, with no drive-through and in accordance with § 315-18F(3). Square footage shall not include internal storage areas and outdoor seating areas. Square footage shall include bathrooms, prep areas, cooking area and dining area. **[Amended 6-1-2015]**
 - (10) Residential care facilities, subject to § 315-71.

1. **Editor's Note: The Town Center District Design Standards are included as an attachment to this chapter.**

2. **Editor's Note: This ordinance also redesignated former Subsection B(4) through (14) as Subsection B(5) through (15), respectively.**

- (11) Health and fitness studio.
 - (12) Day-care centers and nursery schools for no more than 20 children, subject to the provisions of § 315-47 and site plan review.
 - (13) Municipal uses and buildings.
 - (14) Sewer pumping stations, subject to the provisions of § 315-59D.
 - (15) Uses and buildings accessory to those above, except that no accessory storage units and buildings for nonresidential uses shall be permitted.
- C. The following uses are allowed as special exceptions in the TCD, requiring the approval of the Board of Adjustment and Appeals:
- (1) Home occupations.
 - (2) Home-based occupations.
 - (3) Home-based retail (subject to site plan review).
 - (4) Bed-and-breakfasts.
 - (5) Day-care homes.
 - (6) Adult day care.
 - (7) Accessory structures of public utilities.
 - (8) Aboveground utility lines.
 - (9) Uses and buildings accessory to those above.
- D. The following lot standards shall apply within the TCD:
- (1) Minimum lot size of 10,000 square feet per unit if on public sewer; 20,000 square feet if not on public sewer.
 - (2) In the case of duplex or multiplex developments, the minimum lot area per dwelling unit shall be no less than 5,000 square feet if on public sewer.
 - (3) There shall be no less than 80 feet of lot frontage. This provision shall not apply to Map U13 Lot 109.
 - (4) There may be multiple uses on one parcel as long as each use meets the required lot standards.

- E. The following minimum setbacks are required for all structures in the TCD, except that sheds and driveways are permitted to a minimum setback of eight feet from the side and rear lot lines:
- (1) Front: 15 feet.
 - (2) Rear: 15 feet.
 - (3) Side: 10 feet.
- F. The following performance standards shall apply within the TCD; provided, however that the Planning Board may determine, based on the specific elements of a proposed development, that the standards be modified. For additional requirements relating to building and site improvements, refer to the Town Center District Design Standards.
- (1) Building design. New structures, excluding single-family homes, within the district shall be of a New England architectural style and materials consistent with Section 2.1 of the Design Standards.
 - (2) Lighting. The use of exterior lighting shall be only as required for safety and to identify, during business hours only, businesses, parking areas and sidewalks. Fixtures shall be fully shielded, giving off no light above the horizontal plane. There shall be no internally illuminated signs. No greater than one footcandle of lighting is permitted on the site, and there shall be zero footcandle at the property line.
 - (3) Cafe standards.
 - (a) Seating shall be limited to 48 seats.
 - (b) No more than 20 square feet of advertising shall be permitted on site. There shall be no advertising placed in windows or doorways of the building. Advertising shall not include internally illuminated signs.
 - (c) Kitchen ventilation hoods will not be mounted on the front door street side of the building and will be located to minimize impact on neighboring properties.
 - (d) Outdoor seating is permitted but must be buffered from adjacent uses by fencing and plantings unless located between the front of the structure and the public right-of-way. Outdoor seating shall not be counted toward the total seating referenced in Subsection F(3)(a). Outdoor seating shall be permitted for up to 16 seats unless the

Planning Board finds the unique characteristics of the site allows for additional outdoor seating. No additional parking shall be required for outdoor seating. **[Amended 6-1-2015]**

- (e) All parking and loading facilities shall be located to the side or rear of the building and shall be screened from abutting residences within 200 feet. Screening shall be comprised of a continuous landscaped area not less than eight feet in width containing evergreen shrubs, trees, fences, walls, berms, or any combination, forming a visual barrier not less than six feet in height.
- (f) Rest room facilities for the patrons shall be provided on the premises.
- (4) Parking standards. Parking shall be located to the side or rear of multiplex residential and nonresidential structures.
- (5) Buffering and landscaping. All nonresidential uses must provide for the buffering of adjacent uses, where there is a transition from one type of use to another use, and for the screening of mechanical equipment and service and storage areas. The buffer may be provided by distance, landscaping, fencing, changes in grade and/or a combination of these or other techniques.
- (6) Hours of operation. All nonresidential uses in the TCD shall be open for business only within the time frame of 6:00 a.m. to 9:00 p.m.
- (7) Commercial deliveries. Commercial deliveries shall be limited to the hours of 7:00 a.m. to 7:00 p.m. for all nonresidential uses added to the district after April 11, 2011.
- (8) Noise.
 - (a) Intent. These performance standards governing noise are intended to ensure that the rights of property owners, as well as the overall health and general welfare of the district, are not diminished by unreasonable noise levels generated by any permitted or special exception use within the district.
 - (b) Maximum permissible sound level. The maximum permissible sound level produced by any continuous, regular, or frequent source of sound or noise shall not exceed a measurable level of 75 dB beyond the property

boundaries of the site upon which the sound or noise is generated or originates.

(c) Sound or noise abatement. In order to comply with these maximum sound level requirements, sound or noise level abatement techniques may be used to mitigate levels of site-generated sound or noise. To this end, modern acoustical technology may be applied to achieve compliance with these regulations.

(d) Measurement of sound or noise. In cases where sound measurements are required in order to ensure compliance with these regulations, measurements shall be:

[1] Taken with a device meeting the standards of the American National Standards Institute, American Standard Specifications for General Purpose Sound Level Meters;

[2] Taken at a height of four feet above prevailing grade at the property boundary in question;

[3] Taken with the instrument set to the A-weighted response scale; and

[4] Recorded by an individual familiar with sound measurement and the particular device being used.

(e) Exemptions.

[1] Activities related to public and private construction or maintenance work, agriculture, emergency warning devices, and other similar short-term or temporary uses may be administratively exempted from the requirements of this section if, in the opinion of the Code Enforcement Officer or his/her agent, sufficient reason exists to do so.

[2] In these special circumstances, the Code Enforcement Officer may place reasonable conditions (such as time limitations and hours of operation) on such an exemption.

ITEM

20-073

To set a Public Hearing date of September 28th to consider and act on adding a Residential Solar Energy System Ordinance to the Cumberland Code, as recommended by the Ordinance Committee

1.0 Title

This Ordinance shall be known as the Residential Solar Energy System Ordinance for The Town of Cumberland, Maine.

2.0 Authority

This Ordinance is adopted pursuant to the enabling provisions of Article VIII, Part 2, Section 1 of the Maine Constitution; the provisions of 30-A M.R.S. § 3001 (Home Rule), and the provisions of the Planning and Land Use Regulation Act, 30-A M.R.S. § 4312, et seq.

3.0 Purpose

The purpose of the Ordinance is to provide for the construction and operation of residential solar energy systems in Cumberland, Maine, subject to reasonable conditions that will protect the public health, safety, and welfare.

4.0 Definitions

Applicant. The legal entity that files an application under this Ordinance.

Mounting. The manner in which a solar PV system is affixed to the roof or ground (i.e.; roof- mount, ground-mount, pole-mount).

Person means an individual, corporation, partnership, firm, organization or other legal entity.

Photovoltaic (PV) System. A solar energy system that produces electricity by the use of semiconductor devices, call photovoltaic cells, which generate electricity when exposed to sunlight. A PV system may be roof-mounted, ground-mounted, or pole-mounted.

Residence means a building or structure, including manufactured housing, maintained for permanent or seasonal residential occupancy providing living, cooking and sleeping facilities and having permanent indoor or outdoor sanitary facilities, excluding recreational vehicles, tents and watercraft.

Solar Array. Multiple solar panels or modules combined together to create one system.

Solar Collector. A solar PV cell, panel, or array, or solar thermal collector device, that relies upon solar radiation as an energy source for the generation of electricity or transfer of stored heat.

Solar Energy. Radiant energy (direct, diffuse and/or reflective) received from the sun.

Solar Energy System. A device or structural design feature, a substantial purpose of which is to provide solar energy for interior lighting or provide for the collection, storage and distribution of solar energy for space heating or cooling, electricity generation, or water heating.

Solar Energy System, Ground-Mounted. An Active Solar Energy System that is structurally mounted to the ground and is not roof-mounted or pole-mounted.

Solar Energy System, Pole-Mounted. A solar energy system that is directly installed on specialized solar racking systems, which are attached to a pole, which is anchored and firmly affixed to a foundation in the ground and wired underground to an attachment point at the building's meter. Pole-mounted systems can be designed to track the sun (with single-axis or dual-axis tracking motors) to help maximize solar output throughout the year.

Solar Energy System, Roof-Mounted. An active solar Energy System that is mounted on the roof of a building or structure.

Solar Glare. The potential for solar panels to reflect average sunlight, with an intensity sufficient to cause annoyance, discomfort, loss in visual performance or visibility, or a public safety hazard.

Solar Panel (or module). A device used for the director conversion of sunlight into useable solar energy, including electricity or heat.

Solar Related Equipment. Items including a solar photovoltaic cell, solar panel, module, or array, or solar hot air or water collector device panels, lines, pumps, batteries, mounting brackets, framing and possibly foundations or other structures used or intended to be used for the collection of solar energy.

5.0 Applicability

- 5.1 This Ordinance shall apply to all Residential Solar Energy Systems installed after October _____, 2020 and shall apply to a solar energy system installed prior to October ____, 2020 that is modified to materially alter the size or placement of the solar collectors or the originally permitted energy output of the solar energy system.
- 5.2 A Residential Solar Energy System installed prior to the effective date of this Ordinance shall not be required to meet the requirements of this Ordinance; provided that any material alterations after the effective date of the Ordinance shall be subject to the permitting requirements of this Ordinance

6.0 Permitted Use

A Residential Solar Energy System is considered to be a use accessory to any permitted residential dwelling unit(s). As such, Residential Solar Energy Systems shall be permitted in all zones where residential uses are permitted, provided that: (1) the Residential Solar Energy System complies with all space, height, and bulk requirements, as outlined in Section 9.0 of this Ordinance; and (2) the Residential Solar Energy System is incidental and subordinate to the residential dwelling unit(s).

7.0 Administration and Permitting

7.1 Review and Approval Authority

The Code Enforcement Officer is authorized to review all applications for Solar Energy Systems pursuant to Maine Uniform Building and Energy Codes, as well as NFPA Chapters 1 and 70, and may approve, deny or approve such applications with conditions in accordance with said codes and with the standards of the Ordinance.

7.2 Permit Required

1. No Residential Solar Energy System shall be installed or operated within the Town of Cumberland without a permit issued in accordance with this Ordinance, and if applicable, Chapter 226, Shoreland Zoning Ordinance. Such permits shall comply with all requirements of a building permit and an electrical permit from the Code Enforcement Officer.

2. Any physical modification to an existing Residential Solar Energy System which alters the location, increases the area of development on the site, or which increases the energy output of the solar energy system, shall require a permit modification under this Ordinance. Like-kind replacements and routine maintenance and repairs shall not require a permit modification.

7.3 Permit Applications

1. Application components. A Residential Solar Energy System permit application shall consist of the application form, and supporting documents, as described below:
 - a. Application Form. The Town shall provide an application form which shall include the following information:
 - 1) The Applicant's name, address and contact information.
 - 2) A copy of a deed, easement, purchase option, or other comparable documentation demonstrating that the Applicant has right, title, or interest in the subject property, or that the Applicant is authorized to apply for and receive a permit by another person who holds sufficient right, title, or interest.
 - 3) Site plan showing the proposed location of each Residential Solar Energy System and the following site elements: parcel boundaries, required setbacks, topographic contour lines (if available), roads, rights of way, overhead utility lines, buildings (identified by use), land cover, wetlands, streams, water bodies, and areas proposed to be regraded or otherwise cleared of vegetation.
 - 4) Description of emergency and normal shutdown procedures for the proposed Residential Solar Energy System.
 - 5) Photographs of the existing conditions of the site.
2. Application Submission. The Applicant shall submit its application for a Residential Solar Permit to the Code Enforcement Officer who shall note on the application the date on which it was received.
3. Changes to a Pending Application

- a. The Applicant shall promptly notify the Code Enforcement Officer of any changes the Applicant proposes to make to information contained in the application.

7.4 Permit Application Review Procedures for a Residential Solar Energy System; Expiration.

1. Application

- a. Within 10 days of receiving an application, the Code Enforcement Officer shall notify the Applicant in writing either that the application is complete or, if the application is incomplete, the specific additional material needed to complete the application. The Code Enforcement Officer may waive any submission requirement if the Code Enforcement Officer issues a written finding that, due to special circumstances of the application, adherence to that requirement is not necessary to determine compliance with the standards of this Ordinance.
- b. Within 30 days after determining the application to be complete, the Code Enforcement Officer shall issue a written order: 1) denying approval of the proposed Residential Solar Energy System, 2) granting approval of the proposed Residential Solar Energy System or, 3) granting approval of the proposed Residential Energy System with conditions. In making the decision, the Code Enforcement Officer shall make findings on whether the proposed Residential Energy System meets the applicable criteria described in this Ordinance.

7.5 Professional Services

In reviewing the application for compliance with this Ordinance, the Town may retain professional services, including but not limited to third-party engineers and attorneys, the cost of which shall be borne by the Applicant.

7.6 Expiration of Permits

Permits shall expire: 1) One year after the date of approval unless a substantial start on construction has occurred and; 2) Two years after the date of approval unless construction of the Residential Solar Energy System has been completed.

Upon the Applicant's written request, the Code Enforcement Officer may extend either or both expiration time limits by one year.

7.7 Access

The Code Enforcement Officer shall have access to the site at all times to review the progress of the work and shall have the authority to review all records and documents directly related to the design, construction and operation of the facility.

8.0 **Standards for All Roof-Mounted, Ground-Mounted, or Pole-Mounted Residential Solar Energy Systems.**

- (a) A Residential Solar Energy System shall be permitted only if the Code Enforcement Officer determines that the system and its installation shall not present any unreasonable safety risks, as outlined in IRC Section 324, including, but not limited to, the following:
 - (1) Weight load;
 - (2) Wind resistance;
 - (3) Ingress or egress in the event of fire or other emergency;
 - (4) Proximity of a ground-mounted system relative to buildings.
 - (5) Solar glare to adjacent properties.
- (b) All applications shall require an engineered or certified plan prepared by an engineer or other appropriate professional licensed within the State of Maine. The Code Enforcement Officer may obtain and consider a peer review of the application before rendering a decision, the costs of which shall be borne by the Applicant.
- (c) All solar energy system installations shall be installed in compliance with the photovoltaic systems standards of the latest edition of the National Fire Protection Association (NFPA) 1, Fire Prevention Code.
- (d) All wiring shall be installed in compliance with the photovoltaic systems standards identified in the latest edition of the National Electrical Code (NFPA 70).

- (e) Prior to operation, electrical connections must be inspected and approved by the Code Enforcement Officer or Electrical Inspector.
- (f) Each solar energy installation shall be regularly maintained as necessary to ensure that it is operating safely and as designed over its useful life.

9.0 Dimensional Standards.

(a) Height.

- (1) Roof-Mounted Solar Energy Systems. Roof-Mounted Residential Solar Energy Systems must meet the building height requirements in all zoning districts and in all Shoreland Zoning Districts.
- (2) Ground-Mounted Solar Energy Systems. 18 feet, as measured from the average elevation of the finished grade covered by the solar energy system to its tallest point.
- (3) Pole-Mounted Solar Energy Systems. 18 feet, as measured from the bottom of the pole to the tallest point of the solar energy system.

(b) Setbacks for Ground-Mounted and Pole-Mounted Solar Energy Systems. Setback standards for ground-mounted and Pole-Mounted solar energy systems shall be as follows

- (1) Front Setback: Residential Solar Energy Systems may not be located directly in front of the principal structure or in the front yard area which is the area between the principal structure and the adjacent street. **[Issue to consider: 33 M.R.S. § 1423 prevents a municipality from prohibiting the installation of residential solar energy systems. What happens if the front yard is the only place where a system can be installed? Imposing the same setbacks as the underlying zone would be appropriate, but full-scale prohibition in the front yard could potentially cause issues.]**
- (2) Side Setback: 15 feet from any side lot line, as defined in Section 315-4 of the Town of Cumberland Code of Ordinances.

- (3) Rear Setback: 15 feet from the rear lot line, as defined in Section 315-4 of the Town of Cumberland Code of Ordinances.
- (c) Overall ground coverage of Ground-Mounted Energy Systems shall not exceed 900 sf.

11. Enforcement

1. It shall be unlawful for any person to fail to comply with or take any action that is contrary to the terms of the Ordinance, or to violate or fail to comply with any permit issued under the Ordinance, or to cause another to take any action which is contrary to the terms of the Ordinance or any permit under the Ordinance.
2. If the Code Enforcement Officer determines that a violation of the Ordinance or the permit has occurred, the Code Enforcement Officer shall provide written notice to any Person alleged to be in violation of this Ordinance or permit. If the alleged violation does not pose an immediate threat to public health or safety, the Code Enforcement Officer and the alleged violator shall engage in good faith negotiations to resolve the alleged violation. Such negotiations shall be conducted and concluded within thirty (30) days of the notice of violation. With the consent of the alleged violator, this time period may be extended.
3. If, after thirty (30) days from the date of notice of violation or further period as agreed to by the Town and the alleged violator, the Code Enforcement Officer determines that the parties have not resolved the alleged violation, the Code Enforcement Officer may institute civil enforcement proceedings pursuant to 30-A M.R.S. §4452 and Rule 80K of the Maine Rules of Civil Procedure or pursue any other available legal or equitable remedy to ensure compliance with the Ordinance or permit.

12. Appeals

Any person aggrieved by a decision of the Code Enforcement Officer or the under this Ordinance may appeal the decision to the Board of Adjustment and Appeals. The appeal shall be subject to the procedures established by Chapter 315-77 of the Zoning Ordinance.

13. Conflict and Severability

- 13.1 If there is a conflict between provisions in this Ordinance, the more stringent shall apply. If there is a conflict between a provision in this Ordinance and that of another Town of Cumberland ordinance, the provision of this Ordinance shall apply.
- 13.2 The invalidity of any part of this Ordinance shall not invalidate any other part of this ordinance.

14. Effective Date:

This Ordinance becomes effective upon approval by the Cumberland Town Council.