

AGENDA

Cumberland Town Council Meeting

Town Council Chambers

MONDAY, October 26, 2020

6:15 P.M. Tour of new fire truck

6:30 P.M. Council Photos

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

October 12, 2020

III. MANAGER'S REPORT

Update on LED Streetlights

IV. PUBLIC DISCUSSION

Public discussion is for comments on items that are not on the agenda.

Comments are limited to 5 minutes per person. Public discussion topics will be brought up again under New Business for further Council discussion.

V. LEGISLATION AND POLICY

20 – 087. To hold a Public Hearing to consider and act on amendments to Chapter 48 (Coastal Waters), Section 7 (Personal Watercraft Storage), of the Cumberland Code, as recommended by the Coastal Waters Commission.

20 – 088. To hold a Public Hearing to consider and act on accepting Fuller Road as a Town road.

20 – 089. To hear a report from the Finance Director re: 1st Quarter Financials.

20 – 090. To hold a Public Hearing to consider and act on an Automobile Graveyard/

Junkyard and Automobile Recycling Permit for Cumberland Salvage for the period of *October 31, 2020 – October 31, 2025*.

20 – 091. To hold a Public Hearing to consider and act on an Automobile Recycling Permit for Copp Motors for the period of *October 31, 2020 – October 31, 2025*.

20 – 092. To forward to the Planning Board for a Public Hearing and recommendation, amendments to Chapter 315 (Zoning), Section 2 (Purpose) and Section 4 (Word Usage and Definitions – Agriculture), as recommended by the Ordinance Committee.

20 – 093. To forward to the Planning Board for a Public Hearing and recommendation, amendments to Chapter 229 (Site Plan Review) to add agriculture related language, as recommended by the Ordinance Committee.

20 – 094. To forward to the Planning Board for a Public Hearing and recommendation, amendments to Chapter 229 (Site Plan Review) Section 5 (Minor Staff Review Procedure), Section 6 (Major Staff Review Procedure), Section 7 (Planning Board Review Procedure), to change the abutter notice radius from 200 to 500 feet, and Chapter 315 (Zoning), Section 53 (Home Occupations and Home Based Occupations) and Section 77-C (Board of Adjustments & Appeals - Hearings) to change the abutter notice radius from 300 to 500 feet, as recommended by the Ordinance Committee.

20 – 095. To consider and act on amendments to the Route 1 and Route 100 Design Standards, as recommended by the Planning Board. **TABLED BY PLANNING BOARD**

20 – 096. To authorize the sale of the 2000 model year ladder truck to the Town of Windham for \$42,000, as recommended by the Finance Committee.

20 – 097. To consider and act on a contract extension with A.H. Grover for winter plowing services, as recommended by the Finance Committee.

VI. NEW BUSINESS

VII. BUDGET REPORT

VIII. ADJOURNMENT

MINUTES

Cumberland Town Council Meeting

Town Council Chambers

MONDAY, October 12, 2020

6:00 P.M. FOAA Training with Town Attorney

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 Turner, seconded by Councilor Vail, to accept the September 28, 2020 meeting minutes as presented.

VOTE: 7-0 UNANIMOUS

II. MANAGER'S REPORT

Police Chief Rumsey made the following presentation regarding two Greely High School students who alerted school staff to an online threat:

Early in the morning on Tuesday, September 15th, Greely High School Principal Chris Hoffman received an email from you and another student, where you reported concerns with a threat you had seen on the social media platform Instagram. The threat was direct and indicated the intent by an unknown individual to kill people. The Instagram username for the account which posted the threat was "*greelyhigh_drama*", making the threat very specific to your school.

Immediately upon receiving your email, Principal Hoffman contacted School Resource Officer Kirk Mazuzan, who subsequently informed me of the threat. Within minutes, the decision was made by MSAD #51 administration to close Greely High School and divert all GHS students off campus until the veracity of the threat could be determined and the individual who posted the threat identified. Buses were rerouted and arriving students were instructed to return home. The other schools on campus, though not the target of any threat, were locked down out of an abundance of caution. This logistically difficult process took place very quickly due to the coordination of MSAD #51 staff and the Cumberland Police Department. However, it would never have occurred if you and your fellow student hadn't made Principal Hoffman aware of what was happening.

Over the next two days, a tremendous amount of police work occurred behind the scenes, including consultation with federal authorities and with the assistance of several local police departments and the District Attorney's Office. At the end of those two days, we were able to determine with confidence that the person who posted the threat was not in Maine. Within the week, our investigators were able to follow the digital fingerprints left by the person responsible and determine that the threat was posted by a teenager in Tennessee with no apparent connection to Maine or Greely.

This case had a positive outcome: no one was hurt, the disruption to your school was minimal, and the responsible teen was identified so they can both receive the help they need and be held accountable. Had the situation been different, your actions could have been directly responsible for saving many lives. You acted responsibly, out of concern for your fellow students and teachers, and your actions in doing so were admirable.

A study conducted by the United States Secret Service of many cases of targeted school violence showed that in about 90% of cases, attackers who selected specific targets had made a threat prior to the attack. Of those cases, less than half resulted in adults being made aware. This lack of communication between students and staff, police, and parents unquestionably costs lives. We are so appreciative of the initiative you showed and for the opportunity it gave us to ensure that you and your school were safe.

On behalf of the Cumberland Police Department, please accept our sincere thanks for your swift, mature, and appropriate actions. We are very proud of you, and know that your fellow students, school staff and faculty, and your families are very proud of you as well.

CHIEF RUMSEY'S COMMENTS ON THE ACTIONS OF CUMBERLAND OFFICERS YOUNG, MAZUZAN, AND BURNES:

Commendable Actions - School Threat Response and Investigation

Gentlemen,

On Tuesday, September 15th, at approximately 7:15AM, School Resource Officer Mazuzan notified me of a threat to kill Greely students that had been posted on the social media platform Instagram by an unknown individual. We recommended, and MSAD #51 administration agreed, that Greely High School should be closed so the threat could be investigated. Officer Mazuzan worked with district faculty and staff to divert incoming buses, turn arriving students away, and stand guard on the campus as a visual deterrent to any individual intending harm to our community's children. This process would not have been initiated as quickly, or have proceeded as smoothly, had Officer Mazuzan not been on campus armed with the working relationships he has established during his time as SRO.

Upon learning of the threat, Captain Young contacted Detective Benjamin Burnes. Detective Burnes was not scheduled to work on that day, since he had taken the week off to prepare for his upcoming wedding. However, he immediately offered to respond to the station to assist in any way possible. Detective Burnes had recently attended a training on social media and cell phone investigations and as soon as he arrived at the station, he sprang into action by communicating with Instagram, the District Attorney's Office, and fellow investigators to both preserve and seize the necessary evidence to identify a suspect in the case. Within a day, Detective Burnes completed not only a preservation request to Instagram, but also completed a search warrant for the relevant digital records, had the warrant reviewed and approved by the District Attorney's Office, and transmitted the warrant to the social media platform. This process, which might ordinarily take numerous days, was completed rapidly due to Det. Burnes' specialized training, his professional relationships with fellow investigators, and because of the priority the case was given by District Attorney Jonathan Sahrbeck, Deputy District Attorney Jen Ackerman, and other members of their office.

After Detective Burnes left to complete preparations for his wedding, Captain Young took the criminal case and continued to push it forward. Captain Young, again with assistance from the District Attorney's Office, procured a subpoena for cell phone records based on digital evidence recovered from Instagram. By early afternoon on Wednesday, September 16th, we felt confident that the person responsible for posting the threat was not in Maine and that there was no immediate threat to students and school staff. This information was communicated to MSAD #51 administration so "normal" school activity could recommence.

Throughout the next several days, Captain Young – in regular phone contact with Detective Burnes as he ran wedding errands – completed the investigation. Through a combination of following the digital fingerprints left by the suspect and through regular "old fashioned" policing, Captain Young identified the

suspect as a 16-year-old student from a town in Tennessee. He consulted further with the District Attorney's Office and authorities in Tennessee, then packaged the entire case and sent it south for prosecution by local authorities where the teen lives.

During my 25-year career I have been blessed to work beside hundreds of talented, committed law enforcement officers. Without reservation, I can tell you that given the choice I would not have changed one member of the team that responded to and investigated this incident. You did so with speed, with appreciation for the disruption caused to the school campus, and with a zeal to identify the individual responsible and ensure that no lives were in danger. Not all cases can be resolved this quickly, but the fact that this one was closed successfully and swiftly is a testament to the three of you. I commend you for your excellent work. I am proud of you, and I know that the residents of Cumberland are proud of you as well.

III. PUBLIC DISCUSSION

Steve Morrison of North Yarmouth read the following:

As members of the greater Cumberland, Yarmouth, and North Yarmouth community, and abutters to Cumberland's gravel pit parcel located on the Sweetser Road in North Yarmouth we are reaching out to you concerning the sale of this property. We believe that if the Town of Cumberland intends to sell this parcel it should be sold to the Yarmouth Water District (District), to protect the water quality of the aquifer which the parcel overlies and to provide the greatest benefit to neighbors and other community members. As you are aware, this aquifer is an important water resource for this entire area since water sources have no town boundaries.

Upon learning that Cumberland intends to sell the parcel we communicated with both Cumberland Town Manager, Bill Shane, and the new superintendent of the Yarmouth Water District, Eric Gagnon about this potential sale. We understand from these communications that there have been discussions between the two parties and an offer of a land swap made between Cumberland and the District. Our understanding that the District chose not to act on this offer because the Cumberland parcel contains water supply wells that the District will need in the future to serve the growing demand in this area for public water. We also understand that the District is willing to purchase the gravel pit parcel as part of its wellhead water quality protection initiative to ensure the future water quality of its major water supply, and they intend to offer a competitive price.

From our correspondence with Bill Shane, we understand that the Council has instructed Bill to pursue the "sale of the parcel to the highest bidder" which could lead to the parcel being developed in a manner that would have detrimental impacts on the aquifer's water quality. As abutters and neighbors, we are also concerned about other potential impacts some types of development would have on our immediate neighborhood encompassed by Baston Road, Sweetser Road, and the Lane. Any commercial or industrial use would be out of place in this neighborhood of single-family homes which is used and enjoyed by runners, walkers, and cyclists from our town, Cumberland, Yarmouth, and beyond.

One of Cumberland's goals as stated in its 2014 Comprehensive Plan report is to "protect the quality of groundwater and surface water in Cumberland and also the watershed of which it is a part" (p. 103). Further, the Comprehensive Plan commits "to protect critical natural resources, including, but not limited to: wetlands, wildlife and fisheries habitat, shoreland areas, aquifer recharge areas, and unique natural areas (p. 117) in considering any property development. We hope that the Council would wish to honor the same goals and standards in its transactions with North Yarmouth or the Yarmouth Water District. Our towns share many resources and services, including our schools, Prince Memorial Library, and the adult

and youth recreation programs. We share the desire to protect natural resources within our boundaries. Both towns benefit from the good stewardship of our communities' natural resources as reflected in each town's comprehensive plan.

We, therefore, ask that the Council commit to a more sustainable approach to the sale of this parcel and use criteria other than the stated "sale of the parcel to the highest bidder." We hope the Council will work with the District in the best interests of our greater community.

Thank you for your consideration.

Sincerely,

Alan Bakutis and Suzanne Hamilton
200 Sweetser Road
North Yarmouth

Mary and Mike Booth
3 Brown Dog Way (directly across from sandpit site)
North Yarmouth

Audrey Lones
107 Baston Road
North Yarmouth

Steve and Diane Morrison
4 Brown Dog Way (directly across from sandpit site)
North Yarmouth

Holly and John Williams
208 Sweetser Road
North Yarmouth

Michael Booth of North Yarmouth said that he is an abutter and is a retired professional engineer who has spent the last 40 years in the environmental field. Throughout his career he saw many instances where ground water became an issue that nobody anticipated, due to changes in the land. With this particular parcel, it is a significant issue and should not be taken lightly. He asked that when the pit is sold, a bigger set of criteria be established for the sale of the parcel. Once ground water is contaminated, it cannot be cleaned up.

IV. LEGISLATION AND POLICY

20 – 080 To hold a Public Hearing to consider and act on the order of discontinuance as a Town way, a portion of Turkey Lane from Range Road to the snowmobile bridge.

Town Manager Shane explained that this is the final step in the discontinuance of Turkey Lane process. The road has not been maintained as a Town road for close to 40 years. The Order of Discontinuance will discontinue the road as a Town way while preserving a public easement over the 66-foot width.

Councilor Vail added that the Council has a lot of discussion on this item and ultimately, this is a way for the Town to maintain a right-of-way. It is a pleasant place for residents to go hiking or fishing, which can be enjoyed in the future.

Chairman Gruber opened the Public Hearing.

Public discussion: none

Chairman Gruber closed the Public Hearing.

Motion by Councilor Storey-King, seconded by Councilor Copp, to approve the following order:

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.

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.

VOTE: 7-0 UNANIMOUS

20 – 081 To authorize the sale of Town owned property located at 4 Blanchard Road.

Town Manager Shane explained that this is the parcel of land that the Historical Society building sat on prior to it being moved to the Library site. Sevee and Maher Engineers, the property abutters, are interested in purchasing the land. It is approximately 1/3 of an acre and it appraised for \$88,000. We negotiated with Sevee and Maher to purchase the land for the appraised value plus \$12,000 in future engineering services that they will provide the Town. The Lands & Conservation Commission voted unanimously in support of the sale.

Chairman Gruber asked for any public comment on this item.

No public comment.

Motion by Councilor Copp, seconded by Councilor Edes, to authorize the sale of Town owned property located at 4 Blanchard Road to Sevee & Maher.

VOTE: 7-0 UNANIMOUS

20 – 082 To hold a Public Hearing to consider and act on adding a Residential Solar Energy System Ordinance to the Cumberland Code, as recommended by the Ordinance Committee.

Councilor Storey-King said that she would like to extend our gratitude to Revision Energy, The Sierra Club and our own Paul Weiss who all reviewed the ordinance and added their feedback. Based on Paul's feedback, she recommended changing the height dimensional standards from 18 to 24 feet (Section 9.0). This ordinance will likely be amended often, as technology changes. This ordinance will only apply to residential solar arrays.

Chairman Gruber opened the Public Hearing.

Public discussion: Paul Weiss said there could be an instance where a homeowner owns property across Town and they might want to put solar panels on that land to pay for electricity at their home, which can be done. It seems that this ordinance restricts it to the property that you are on or adjacent to. He wondered why this restriction is in the ordinance.

Councilor Storey-King said that this might be something that is changed in the future. If someone came before the Council and presented that particular hardship, they would consider it. The intent was to protect the neighbors where solar arrays may be installed. She would prefer to leave the language as is for now.

Mr. Weiss said that putting things into this ordinance that do not purport to the purpose of it, really doesn't make sense and might conflict with State law.

Chairman Gruber closed the Public Hearing.

Motion by Councilor Vail, seconded by Councilor Turner, to add Chapter 232 (Residential Solar Energy System Ordinance) to the Cumberland Code, as recommended by the Ordinance Committee.

VOTE: 7-0 UNANIMOUS

20 – 083 To award the bid for the reconstruction of Route 9 to A.H. Grover.

Town Manager Shane explained that we are partnering with MDOT on this project and A.H. Grover was the low bidder at just under \$178,000. The project will be started in the spring.

Chairman Gruber asked for any public comment.

No public comment.

Motion by Councilor Vail, seconded by Councilor Storey-King, to award the bid for the reconstruction of Route 9 to A.H. Grover.

VOTE: 7-0 UNANIMOUS

20 – 084 To set a Public Hearing date of October 26th to consider and act on accepting Fuller Road as a Town road.

Town Manager Shane explained that several years ago, Fuller Road was ready for acceptance and required that a Homeowners Association be formed and be responsible for mowing the detention pond area and filing a DEP report every 5 years. The HOA documents never got developed due to Attorney Snow passing away. Ben Grover has agreed to mow the detention pond and file the DEP paperwork every 5 years. The Town Manager recommended holding the Public Hearing on October 26th.

Chairman Gruber asked for any public comment.

No public comment.

Motion by Councilor Turner, seconded by Councilor Foster, to set a Public Hearing date of October 26th to consider and act on accepting Fuller Road as a Town road.

VOTE: 7-0 UNANIMOUS

20 – 085 To set a Public Hearing date of October 26th to consider and act on an Automobile Graveyard/Junkyard and Automobile Recycling Permit for Cumberland Salvage for the period of October 31, 2020 – October 31, 2025.

Town Manager Shane said that staff is recommending a Public Hearing on October 26th.

Chairman Gruber asked for any public comment.

No public comment.

Motion by Councilor Storey-King, seconded by Councilor Vail, to set a Public Hearing date of October 26th to consider and act on an Automobile Graveyard/Junkyard and Automobile Recycling Permit for Cumberland Salvage for the period of October 31, 2020 – October 31, 2025.

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

20 – 086 To set a Public Hearing date of October 26th to consider and act on an Automobile Recycling Permit for Copp Motors for the period of October 31, 2020 – October 31, 2025.

Town Manager Shane said that staff is recommending a Public Hearing on October 26th.

Chairman Gruber asked for any public comment.

No public comment.

Motion by Councilor Storey-King, seconded by Councilor Edes, to set a Public Hearing date of October 26th to consider and act on an Automobile Recycling Permit for Copp Motors for the period of October 31, 2020 – October 31, 2025.

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

V. NEW BUSINESS

Councilor Edes – None

Councilor Storey-King – The Bicentennial Committee met virtually recently. The committee has decided to buy into a platform that will allow the sharing of our historical information electronically. They will be producing and selling a book on the Town of Cumberland, such as those commonly seen in gift shops. We don't know what will be happening with COVID in March, which is the actual bicentennial of the Town, but in the meantime, things are moving forward. She encouraged everyone to look on the Town website at the items that are for sale that will help support whatever the bicentennial celebrations turns out to be.

The Prince Memorial Library Advisory Board met and discussed the delays in the completion of the Historical Society building move and the changes in the circulation process these days.

Thank you to the Cumberland Fire Department for holding a flu shot clinic today.

The Ordinance Committee will be forwarding some new language to help our farmers and some amendments in increasing the 200-foot abutter notifications to 500 feet, to be consistent.

Councilor Vail – He asked the Town Manager for an update on voting.

Town Manager Shane reported that we are currently in third place in our competition with Cape Elizabeth, Falmouth, Freeport and Yarmouth. We will hit 55% for people who have requested absentee ballots. He and the Town Clerk anticipate that upward of 60 – 65% of our voters will vote absentee and 20% will vote on election day.

Chairman Gruber – Thank you to the faithful volunteers who help at the Food Pantry. We continue to serve an additional 10 families every week that we are open.

The Lands & Conservation Commission met recently and had a very productive meeting.

Councilor Foster – I have seen with my own eyes, through vandalism and theft on all sides of the current debates, the escalating tension right here in our own community. In a time filled with incredible uncertainty it is disappointing to see other leaders, at all levels, choose to add to the chaos rather than step in, roll-up their sleeves and start working to solve problems FOR the people who elected them.

I want to take a moment to not speak on behalf of the Town Council but rather speak as one of your elected leaders and more importantly, one of your neighbors. At the end of the day, I believe that people are mostly good. That when it comes down to it we are all just trying to make it through another day - especially these days. The idea that because I believe differently than someone else in our community about how healthcare should be provided or if, how and when someone should have access to a firearm, or how our history of racial discrimination presents itself in present day, is a valid reason for physical harm on my property, person or loved ones is the most UNAmerican thing I can fathom.

Being an American is hard. It means that your fellow patriot has the freedom to disagree with you. We debate these disagreements because it is by debating that we get to an even better answer. When we discuss in our isolated echo chambers we aren't pushed to think creatively or to our full potential. We need civil discourse but civil is the critical word. Harassing, physically, verbally and emotionally, accomplishes nothing and quite contrarily actually HURTS our community.

In the Town of Cumberland, in the great state of Maine of the United States of America we are ALL members of this community deserving of respect, empathy and the freedom to express, within the constraints of the law, our ideas without the threat of physical violence.

As one of your Town councilors, we may not always agree but if you are willing to have a thoughtful, fact-based discussion where you are willing to listen and learn from me at the same level that I am willing to listen and learn from you, please reach out. Stay safe, stay well and please vote.

Councilor Turner – Well said, Councilor Foster.

Councilor Copp – He asked the Town Manger how the 4-H auction went.

Town Manager Shane said that it was amazing. The Food Pantry will end up with 1,200 pounds of hamburger, which is the most requested item every week by Food Pantry customers.

Town Manager Shane – During the public comment portion of the meeting, the sale of the North Yarmouth pit was brought up. He asked the Council if their direction to sell the pit to the highest bidder has changed.

The Council agreed that they did want to sell it to the highest bidder with the appraised value being the minimum bid.

VI. ADJOURNMENT

Motion by Councilor Copp, seconded by Councilor Turner, to adjourn.

VOTE: 7-0 UNANIMOUS

TIME: 8:28 P.M.

Respectfully submitted by,

Brenda L. Moore
Council Secretary

ITEM

20-087

To hold a Public Hearing to consider and act on amendments to Chapter 48 (Coastal Waters), Section 7 (Personal Watercraft Storage), of the Cumberland Code, as recommended by the Coastal Waters Commission

§ 48-7. Personal watercraft storage.

A. General. The Town may provide facilities at Broad Cove Reserve for the storage of personal watercraft. Such storage, if provided, will be governed by the following:

- (1) Personal watercraft storage space will be awarded to only residents by an annual lottery managed by the Clerk's office. The lottery will be held on the first Thursday of April of each year. Notification must be made by the last Thursday of March of each year to the Clerk's office, by use of the required process, of the applicant's desire to be included in the lottery. No more than two individuals from the same household will be eligible to apply for or be awarded storage space. Personal watercraft storage space is nontransferable and may not be rented or otherwise assigned.
- (2) No more than two personal watercraft will be stored in each storage space.
- (3) Applicants awarded storage space must pay the annual fee as specified in § 84-12H. An applicant who does not pay the annual fee within 30 days will forfeit the storage space, and the space will be awarded to the next applicant on the list.
- (4) Personal watercraft stored at Town facilities are required to display a current registration sticker along the port side of the kayak or canoe, or port side or top front of the paddleboard.
- (5) Maximum length for a personal watercraft stored at Town facilities is 20 feet.
- (6) Personal watercraft owners are responsible for removal by October 1. Failure to timely remove the personal watercraft will result in the inability to rent during the next calendar year.
- (7) Each owner will ensure that the personal watercraft is reasonably secured and locked in its assigned rack space and will not pose a risk to others.
- (8) Each owner will ensure their rack space is clean and tidy at all times. No property other than two personal watercraft will be stored in the assigned rack space.
- (9) Personal watercraft stored at Town facilities are stored at the owner's risk. The Town accepts no responsibility for loss of or damages to any personal watercraft.

- (10) Violation of any portion of this section will result in immediate revocation of storage privileges, inability to rent a rack space in the following year, and will subject the owner to a fee fine as specified in § 84-121.

ITEM

20-088

To hold a Public Hearing to consider and act on accepting Fuller Road
as a Town road

S&W ASSOCIATES, LLC
Attorneys at Law
P.O. Box 275
Cumberland Center, Maine 04021-0275

Alan E. Wolf, Esq.

Telephone: (207) 829-6363
Facsimile: (207) 829-4481
E-Mail: tsnowlaw@maine.rr.com

October 21, 2020

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

Re: Title Update for “Fuller Road”, so-called, not specifically referred to by name on, but shown as a roadway, including cul-de-sac on Conventional Subdivision Plan entitled “Walnut Hill Investments, LLC, Spring Valley Subdivision, Fuller Road, Cumberland, Maine”, prepared by Sevee & Maher Engineers, Inc. dated November 2016, as updated and revised through May 2017, recorded on June 29, 2017, in Plan Book 217, Page 237 (“Plan”).

To the above addressee:

I have updated the title at the Cumberland County Registry of Deeds from October 21, 2016, being the date of the issuance of the Owner’s Title Insurance Policy (“Policy”) annexed hereto, up through October 13, 2020 at 8:30 A.M., with respect to the fee ownership of “Fuller Road”, so-called, being the unmarked roadway, including the area shown as the cul-de-sac, on the Plan, and would report the following:

A. **Record Owner** – Walnut Hill Investments LLC by virtue of a Warranty Deed from Mark M. Fuller dated October 20, 2016, and recorded in the Cumberland County Registry of Deeds in Book 33542, Page 1.

B. **Mortgages and Liens** – None of record.

C. **Easements, restrictions, covenants, and conditions in addition to those shown on said Policy:**

1. Such notes, easements to lot owners, restrictions, rights, and privileges set forth or referred to on lot conveyance deeds and on the Plan entitled “Spring Valley Subdivision, Cumberland, Maine”, recorded in Plan Book 217, Page 237.

Mailing Address: P.O. Box 275, Cumberland, ME 04021-0275
Office Address: 294 Main Street, Cumberland, Maine

William R. Shane, P.E.
Town Manager
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2. Terms and conditions set forth in the Department of Environmental Protection Order for Stormwater Management Law dated May 17, 2017, and recorded in Book 34023, Page 322, as may be amended.

3. Possible ineffectual Underground Line Easement from Walnut Hill Properties LLC to Central Maine Power Company dated August 15, 2017, and recorded in Book 34644, Page 223. Note, our office has advised Walnut Hill Investments LLC that this easement is ineffectual and that a new easement will need to be recorded in the Cumberland County Registry of Deeds due to the incorrect grantor listed.

4. Drainage Maintenance and Warranty Agreement between A.H. Grover, Inc. and the Town of Cumberland of even or near date to be recorded.

I have confirmed that Walnut Hill Investments LLC is in good standing pursuant to the Secretary of State, Maine.

Thank you.

Very truly yours,



Alan E. Wolf

Enclosures

ACCESS EASEMENT
55 Fuller Road, Cumberland, Maine

CARI O. TURNBULL and DEREK F. TURNBULL, whose mailing address is 55 Fuller Road, Cumberland Center, Maine 04021 (collectively “Grantors”), hereby grant to **A.H. GROVER, INC.**, a Maine corporation with a mailing address of P.O. Box 307, Cumberland, Maine 04021, and the **TOWN OF CUMBERLAND**, a Maine municipal corporation with a mailing address of 290 Tuttle Road, Cumberland, ME 04021 (collectively “Grantees”), a perpetual non-exclusive easement over and across a portion of the Grantors’ property, situated at 55 Fuller Road in the Town of Cumberland. County of Cumberland, and State of Maine, which is more particularly described in a deed from Graiver Homes, Inc. to Grantors, dated February 9, 2018 and recorded in the Cumberland County Registry of Deeds in Book 34647, Page 290 and more particularly shown within the bolded rectangle on a plan entitled “Walnut Hill Investments, LLC, Spring Valley Subdivision, Cumberland, Maine, Site Grading, Drainage and Utilities Plan,” dated November 2016 and made by Sevee & Maher Engineers, a copy of which is attached hereto and incorporated herein as **Exhibit A** (the “Easement Area”).

Said Easement is granted solely and exclusively for the purpose of allowing Grantees and their respective agents and employees to maintain a detention pond, underdrained soil filter, and related appurtenances located within the Easement Area (collectively the “Drainage Facilities”), including but not limited to the right to enter and bring equipment into the Easement Area, to mow the Easement Area, to clear debris, trash, sediment, and other accumulated material from the Easement Area, and to carry out all other actions that are reasonable and necessary to maintain the Drainage Facilities in good working order and repair and to otherwise fulfill Grantees’ respective rights and obligations outlined in a certain “Drainage Maintenance Agreement,” dated ____, 2020, and recorded in the Cumberland County Registry of Deeds in Book ____, Page ____.

Reserving to the Grantors, their successors and assigns, the use and enjoyment of the Easement Area for all purposes that are not inconsistent with and do materially interfere with the use thereof by Grantees, their successors and assigns, for the purposes described herein.

The rights and easements granted herein and the terms and conditions hereof shall run with the land and shall be binding upon and shall inure to the benefit of the Grantors and the Grantees, and their respective heirs, successors, and assigns.

[Signatures on Following Page]

IN WITNESS WHEREOF, Cari O. Turnbull and Derek F. Turnbull have caused this instrument to be executed and delivered, this _____ day of _____, 2020.

Witness

Cari O. Turnbull

Witness

Derek F. Turnbull

STATE OF MAINE
CUMBERLAND, ss.

_____, 2020

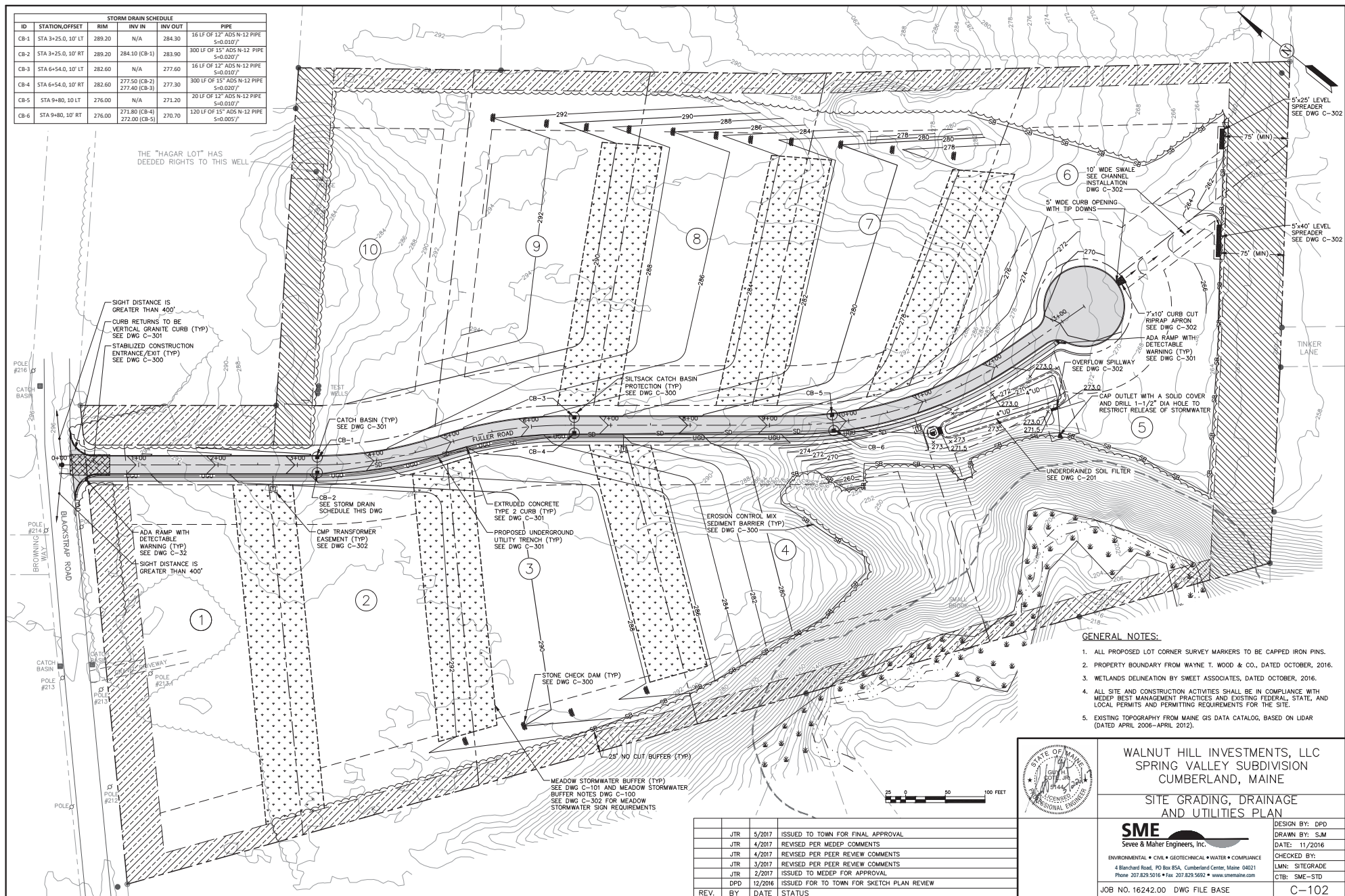
Personally appeared before me the above-named Cari O. Turnbull and Derek F. Turnbull, and acknowledged the foregoing instrument to be their free act and deed.

Notary Public

Printed Name:

My Commission Expires: _____

| STORM DRAIN SCHEDULE | | | | |
|----------------------|--------------------|--------|--------------------------------|--|
| ID | STATION/OFFSET | RIM | INV IN | PIPE |
| CB-1 | STA 3+25.0, 10' LT | 289.20 | N/A | 16 LF OF 12" ADS N-12 PIPE S=0.010'/ |
| CB-2 | STA 3+25.0, 10' RT | 289.20 | 284.10 (CB-1) | 300 LF OF 15" ADS N-12 PIPE S=0.020'/ |
| CB-3 | STA 6+54.0, 10' LT | 282.60 | N/A | 16 LF OF 12" ADS N-12 PIPE S=0.010'/ |
| CB-4 | STA 6+54.0, 10' RT | 282.60 | 277.50 (CB-2) 277.80 (CB-3) | 300 LF OF 15" ADS N-12 PIPE S=0.020'/ |
| CB-5 | STA 9+80, 10' LT | 276.00 | N/A | 20 LF OF 12" ADS N-12 PIPE S=0.010'/ |
| CB-6 | STA 9+80, 10' RT | 276.00 | 271.80 (CB-4) 272.00 (CB-5) | 120 LF OF 15" ADS N-12 PIPE S=0.005'/ |



WALNUT HILL INVESTMENTS, LLC
SPRING VALLEY SUBDIVISION
CUMBERLAND, MAINE

SITE GRADING, DRAINAGE AND UTILITIES PLAN

SME
Sewee & Maher Engineers, Inc.
DESIGN BY: DPD
DRAWN BY: S.M.
DATE: 11/2016
CHECKED BY:
LMN: SITEGRADE
CTB: SME-STO

ENVIRONMENTAL • CIVIL • GEOTECHNICAL • WATER • COMPLIANCE
4 Blanchard Road, PO Box 854, Cumberland Center, Maine 04021
Phone 207.829.5016 • Fax 207.829.5693 • www.smeinc.com

JOB NO. 16242.00 DWG FILE BASE

C-102

| REV. | BY | DATE | STATUS |
|------|-----|---------|--|
| | JTR | 5/2017 | ISSUED TO TOWN FOR FINAL APPROVAL |
| | JTR | 4/2017 | REVISED PER MEDEP COMMENTS |
| | JTR | 4/2017 | REVISED PER PEER REVIEW COMMENTS |
| | JTR | 3/2017 | REVISED PER PEER REVIEW COMMENTS |
| | JTR | 2/2017 | ISSUED TO MEDEP FOR APPROVAL |
| | DPD | 12/2016 | ISSUED FOR TOWN FOR SKETCH PLAN REVIEW |



MAINTENANCE BOND

837074005

KNOW ALL MEN BY THESE PRESENTS, that we,

A.H. Grover, Inc.

as Principal, and The Ohio Casualty Insurance Company, as Surety, are held and firmly bound unto
Town of Cumberland, Maine

(hereinafter called the Obligee), in the penal sum of Fifteen Thousand Dollars And Zero Cents
Dollars \$15,000.00

for the payment of which, well and truly to be made, we do hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Dated: October 15, 2020

WHEREAS, the said Principal has heretofore entered into a contract with the Obligee for

Acceptance of Fuller Road as a Town Road per the Town of Cumberland's Article III Road Acceptance Ordinance.

and,

WHEREAS, the work called for under said contract has now been completed and accepted by said Obligee;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall for a period of Two (2) years from and after the date of the completion of the contract indemnify the Obligee against any loss or damage directly arising by reason of any defect in the material or workmanship that may be discovered within the period aforesaid, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that in the event of any default on the part of the Principal, written statement of the particular facts showing such default and the date thereof shall be delivered to the Surety by registered mail, at its home office in the city of Keene, New Hampshire, promptly and in any event within ten (10) days after the Obligee or his representative shall learn of such default; and that no claim, suit or action by reason of any default of the Principal shall be brought hereunder after the expiration of thirty days from the end of the maintenance period as herein set forth.

A.H. Grover, Inc.

(Principal)

By: 

The Ohio Casualty Insurance Company

By: 

Shannon Walton

(Attorney-in-Fact)



S-177



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8200427-968031

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Jeffrey A. Lind; Bret Cote; Ann Morse; Nancy Poulin; G. Andrew Shaw; Anthony Villandry; Shannon Walton; Deborah Wentworth

all of the city of Portland state of ME each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of January, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 30th day of January, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 15th day of October, 2020.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

ARTICLE III
Road Acceptance
[Adopted 6-4-2012]

§ 200-14. Title, purpose and authority.

- A. Title. This article shall be known and may be cited as the "Municipal Road Acceptance Ordinance of the Town of Cumberland, Maine."
- B. Authority. This article is adopted pursuant to 30-A M.R.S.A. § 4401.
- C. Purpose. The purpose of this article is to provide a uniform, consistent, and equitable process for the dedication and acceptance of municipal roads and to ensure that the cost of the acceptance of new roads and associated infrastructure by the Town does not create a financial burden for the Town.

§ 200-15. Definitions.

As used in this article, the following terms shall have the meanings indicated:

APPLICANT — A developer, one or more individuals, a corporation, a homeowners' association, or other legal entity which owns the fee simple interest in the land area proposed to be dedicated and accepted by the Town of Cumberland as a public road.

PRIVATE ROAD — A road privately owned and maintained over which the owner may restrict use or passage, to include a discontinued way even if a public recreation easement has been reserved.

PUBLIC ROAD — A road owned and maintained by the state, county or Town over which the general public has a right to pass.

ROAD — A route or track consisting of a bed of exposed mineral soil, gravel, asphalt, or other surfacing material constructed for or created by the repeated passage of motorized vehicles.

§ 200-16. Applicability.

The provisions of this article shall apply to all roads offered for public acceptance in the Town of Cumberland, whether within subdivisions or not.

§ 200-17. Application process.¹

An application with an application fee established by order of the Town Council and supporting documentation shall be submitted by the applicant to the Public Services Director. The applicant shall be responsible for payment of all costs incurred by the Town in the application review and consideration process, and the application fee shall be applied to the total cost owed. Documentation shall include the information listed in the following sections.

§ 200-18. Technical requirements.

- A. Conformance with Subdivision Ordinance. A private road proposed for acceptance as a public road shall be built to the standards in Article VI, Street Design and Construction Standards, of Chapter 250, Subdivision of Land, of this Code prior to an application being filed for road acceptance. Only roads built in accordance with these standards shall be considered for acceptance by the Town Council.
- B. Monumentation. The applicant's project surveyor shall provide a certificate that all monuments for the road, easements, lot boundary lines and subdivision boundary lines have been set as required by the approved subdivision plan. Monuments shall extend six inches above grade and be six inches by six inches wide by 4.5 feet in length.
- C. Plot plan. A plot plan of the proposed public road at a scale of not more than 100 feet to one inch, including ownership of adjoining lots, drainage courses, drainage easements, and all angles, bearings, and radii, shall be provided.²
- D. Legal description. The applicant's project surveyor shall provide a metes and bounds legal description of the proposed right-of-way and any associated drainage easements. This description must be a full perimeter description in each case; a description by reference to plan or center-line description will not be accepted.
- E. Road cross section. A typical cross section of the proposed public road at a horizontal scale of five feet to one inch and a vertical scale of one foot to one inch shall be provided.³

1. Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. I). See Ch. 84, Fees and Fines.

2. Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. I).

3. Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. I).

- F. Drainage maintenance. The applicant shall be responsible for the maintenance of all detention ponds and drainage infrastructure for the proposed public road.
- G. Planning Board conditions. The applicant shall provide a written letter stating that all conditions of approval by the Cumberland Planning Board have been met. A letter confirming this shall be provided by the Town Engineer or Town Planner.
- H. Location within right-of-way. The applicant's project surveyor shall certify that the roadway and its appurtenances as built lie within the proposed right-of-way, and similarly that the drainage structures as built lie within their respective easements.
- I. Documentation verification. All required documentation as described in this section shall be reviewed and approved by the Cumberland Town Planner, the Cumberland Town Engineer, or the Public Services Director, as may be appropriate.
- J. Occupancy requirement. Prior to an application for public road acceptance, at least 75% of the lots must have received occupancy permits.

§ 200-19. Legal requirements.

- A. Warranty deed. Once the proposed legal description has been reviewed and approved by the Town Attorney, the applicant shall prepare a warranty deed suitable for recording at the Cumberland County Registry of Deeds. This deed shall include a signature block for the Town Manager to indicate the Town's acceptance of the conveyance. The Town Attorney shall record the final warranty deed at the Cumberland County Registry of Deeds after acceptance by the Town Council.
- B. Encumbrances. The applicant shall provide a letter from its attorney certifying that the applicant has good and marketable title to the property on which the proposed public road will be located and that there are no encumbrances on the property. The applicant shall provide lien release notices for all contractors, engineers, subcontractors, and major suppliers (over \$10,000).
- C. Utilities. The applicant shall prepare all utilities and easements for acceptance and recording to be approved by the respective utility company, including but not limited to water, sewer, electric, cable, and telephone.
- D. Drainage maintenance agreement. The applicant shall provide a recordable drainage maintenance agreement approved by the

Town and that meets all conditions imposed by outside agencies such as the Maine Department of Environmental Protection and Cumberland County Soil and Water Conservation District.

§ 200-20. Warranty agreement.

- A. Warranty agreement required. The applicant shall provide a written warranty for a period of two years after the acceptance of the public road by the Town of Cumberland. The warranty shall state that the applicant will be financially responsible for the repair of any defects in materials or workmanship that cause the road to fall below the street design and construction standards as set forth in Article VI of Chapter 250, Subdivision of Land, of this Code.
- B. Maintenance letter of credit. In addition to the written warranty, the applicant shall provide the Town of Cumberland with a letter of credit for the repair of defects in materials or workmanship for a period of two years after acceptance of the road. The letter of credit shall be for an amount equal to 10% of the value of the performance guarantee required prior to construction of the road.
- C. Repair of defects. In the event of a defect in materials or workmanship occurring on a public road within two years of its acceptance, the Town will conduct all necessary repairs. The cost of repair will be attributable to the warranty agreement provided by the applicant and drawn directly from the applicant's letter of credit.

§ 200-21. Inspection.

The Public Services Director and Town Engineer shall inspect the proposed public road for compliance with the street design and construction standards of Chapter 250, Subdivision of Land, of this Code. The applicant shall schedule a final on-site inspection with the Town Engineer who shall provide a final inspection letter to the Town Manager. Final roadway inspection and approval by the Town Engineer and Public Services Director will include inspection of the drainage structures and appurtenances and a site inspection to ensure the project has been constructed in accordance with the approved subdivision plans.

§ 200-22. Review and approval requirements.

- A. Review and recommendation by the Town Council Finance Committee. The Finance Committee shall review the fiscal impact

of the proposed public road and make recommendations to the Town Council.

- B. Review by Municipal Attorney. The Municipal Attorney shall review the application, dedication, and supporting documentation for the proposed public road and report to the Town Council.
- C. Review by the Town Council. The Town Council shall review and act upon the application, dedication, and supporting documentation for the proposed public road. The final decision as to whether to accept a road remains within the legislative discretion of the Town Council.

§ 200-23. Records and filing requirements.

- A. The applicant shall provide two paper copies of detailed drawings of the project as built. Information to be included: the as-built location, size, and materials of water and sewer mains, storm drains, culverts, and underground and overhead utilities.
- B. The applicant shall provide an electronic file for the as-built project in the most recent version of AutoCAD. Information to be included: the as-built location, size, and materials of water and sewer mains, storm drains, culverts, and underground and overhead utilities.

ITEM 20-089

To hear a report from the Finance Director re: 1st Quarter Financials



Town of Cumberland

FY2021 Q1 Results

General Fund

FY2021 Q1 Overview

| | FY21 Budget | FY21 YTD Actual | FY21 % | FY20 % |
|-----------------------|---------------------|---------------------|--------------|--------------|
| TOTAL REVENUES | \$ 5,680,666 | \$ 2,082,740 | 36.7% | 30.0% |
| | | | | |
| Controllable Expenses | \$ 9,043,364 | \$ 2,416,570 | 26.7% | 25.9% |
| Fixed Expenses | \$ 22,658,516 | \$ 6,471,538 | 28.6% | 30.1% |
| TOTAL EXPENSES | \$31,701,880 | \$ 8,888,108 | 28.0% | 25.8% |

General Fund

FY2021 Q1 Selected Revenues

| | FY21 Budget | FY21 YTD Actual | FY21 % | FY20 % |
|---------------------------|----------------|--------------------|--------|--------|
| Excise Tax | \$ 1,735,000 | \$ 737,785 | 42.5% | 33.3% |
| State Revenue Sharing | \$ 500,000 | \$ 226,093 | 45.2% | 29.9% |
| Permits & Impact Fees | \$ 177,174 | \$ 76,884 | 43.4% | 23.7% |
| EMS Billing | \$ 160,000 | \$ 15,424 | 9.6% | 9.6% |
| Val Halla - Golf Revenues | \$ 572,921 | \$ 264,766 | 46.2% | 37.7% |
| Recreation - After School | \$ 270,000 | \$ 78,301 | 29.0% | 20.2% |
| Recreation - All Other | \$ 659,770 | \$ 176,951 | 26.8% | 26.4% |

General Fund

FY2021 Q1 Selected Expenses

| | FY21 Budget | FY21 YTD Actual | FY21 % | FY20 % |
|----------------------------|------------------------|----------------------------|---------------|---------------|
| Police | \$ 1,494,752 | \$ 382,058 | 25.6% | 22.9% |
| Fire | \$ 1,088,962 | \$ 234,311 | 21.5% | 22.3% |
| Public Services | \$ 2,197,932 | \$ 490,667 | 22.3% | 19.4% |
| Val Halla Golf Club | \$ 781,125 | \$ 329,001 | 42.1% | 40.9% |
| Recreation | \$ 914,018 | \$ 211,867 | 23.2% | 32.2% |

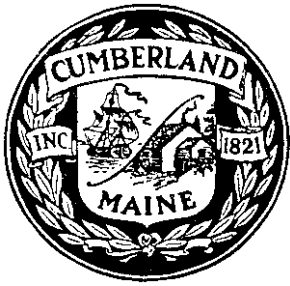
Questions?



ITEM

20-090

To hold a Public Hearing to consider and act on an Automobile Graveyard/Junkyard and Automobile Recycling Permit for Cumberland Salvage for the period of October 31, 2020 – October 31, 2025



MEMORANDUM

CODE ENFORCEMENT OFFICE

To: Town of Cumberland Council
From: William C. Longley Jr. CEO
Subject: Cumberland Salvage, Inc. application for an Automobile Junkyard and Automobile Recycling at 40 Blackstrap Road Tax Map R-07 Lot 60
Date: 10-07-2020
CC: William Shane, Town Manager
Tammy O'Donnell

Recently I toured the facility known as Cumberland Salvage. As noted during previous inspections, the area appears to be adequately fenced and screened from public streets and also a larger earthen berm has been installed along the boundary with a residential subdivision called Foxes Gore. Additionally, the operation continues to be neat and organized.

Based upon my observations, I would recommend approval of the Annual Junkyard permit and 5 year renewal of the Automobile Recycling permit, reserving the right to inspect as needed.

APPLICATION FOR AUTOMOBILE RECYCLING BUSINESS PERMIT
Town of Cumberland

PART I. To be completed by Applicant:

1. Recycling Facility Operator info:

NAME(S): Cumberland Salvage Inc

ADDRESS: 40 Blackstrap Rd. Cumberland, ME 04021

PHONE #: 207-829-5021 EMAIL ADDRESS: Cumlb Salvage@gmail.com

Operator is a (circle one): Corporation Partnership Individual

2. Owner information for the property where the facility is located:

NAME(S): Jerald E Copp Jr

ADDRESS: 38 Blackstrap Rd, Cumberland, ME 04021

PHONE #: 207-776-5422 EMAIL ADDRESS: gerald.copp@yahoo.com

3. Address where facility will be located: 40 Blackstrap Rd
Cumberland, ME 04021

4. On an attached sheet, prepare a site plan (to a scale of no greater than 1 inch : 50 feet which includes the following information:

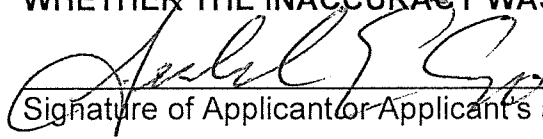
- a. The boundary lines of the property
- b. The soils
- c. The location of any sand gravel aquifer recharge area as mapped by the Maine Geological Survey or a licensed geologist,
- d. The location of any well that serves as a private or public water supply that is located within 300 feet of the proposed licensed site
- e. The location of any public building, public park, public playground, public bathing beach, school, church or cemetery located within 300 feet of the proposed licensed site
- f. The location of all roads within 1,000 feet of the proposed site
- g. The location of any body of water or freshwater wetland within property boundaries of the proposed licensed premises
- h. The boundaries of the 100-year flood plan

5. Attach to this application a plan for the containment of fluids, containment and disposal of batteries and storage and disposal of tires.

6. Describe the type of visual screen (at least 6 feet high) that will enclose the site:

Wood stockade fencing, buildings, trees

NOTE: APPLICANT IS RESPONSIBLE FOR THE ACCURACY OF ALL INFORMATION PROVIDED IN PART I. THE MUNICIPAL OFFICERS MAY, AFTER NOTICE AND HEARING, REVOKE OR SUSPEND ANY PERMIT WHICH WAS ISSUED ON THE BASIS OF INACCURATE INFORMATION REGARDLESS OF WHETHER THE INACCURACY WAS INTENTIONAL OR UNINTENTIONAL.



Signature of Applicant or Applicant's authorized agent

10/2/2020
Date

PART II. TO BE COMPLETED BY MUNICIPAL OFFICIAL

Complete application received on: _____

Fee paid: \$ _____

Date, time and place of hearing: _____

NOTE: Notice of hearing on this application must be posted in two public places at least 7 days, but no more than 14 days, before the hearing. Notice must be published once in a newspaper of general circulation. Notice must be provided by regular mail to the Maine Department of Transportation, State House Station #16, Augusta, ME 04333 at least 7 days, but no more than 14 days, before the hearing. It is the municipality's responsibility to provide proper notice, although the applicant may be required to pay the costs of the notice if so stated in the municipal ordinance.

Cumberland Salvage Inc.

Application For Automobile Recycling Business Permit

4 a: Property Boundary Lines: see enclosed map

4 b: Soils on the property are sand and gravel

4 c: There are no sand gravel aquifer recharge areas

4 d: Residential wells within 300 feet of licensed site area:

Jerald E Copp Jr. – 38 Blackstrap Road

Rental Property – Jerald E Copp Jr. – 46 Blackstrap Road

****Cumberland Salvage has yearly water tests done on these wells.****

4 e: There are no public buildings, parks, playgrounds, beaches, schools, churches, or cemeteries within 300 feet of the licensed site.

4 f: Roads within 1000 feet (see attached map) are:

Blackstrap Road, Goosepond Road, Browning Way, Upper Methodist

4 g: There are no bodies of water or freshwater wetlands within the property boundaries.

4 h: Property has no flood plain

5: Containment/disposal of fluids, batteries & tires:

Oil, transmission fluid, brake fluid, power steering fluid, diesel oil (not a common item) are burned in our waste oil furnace.

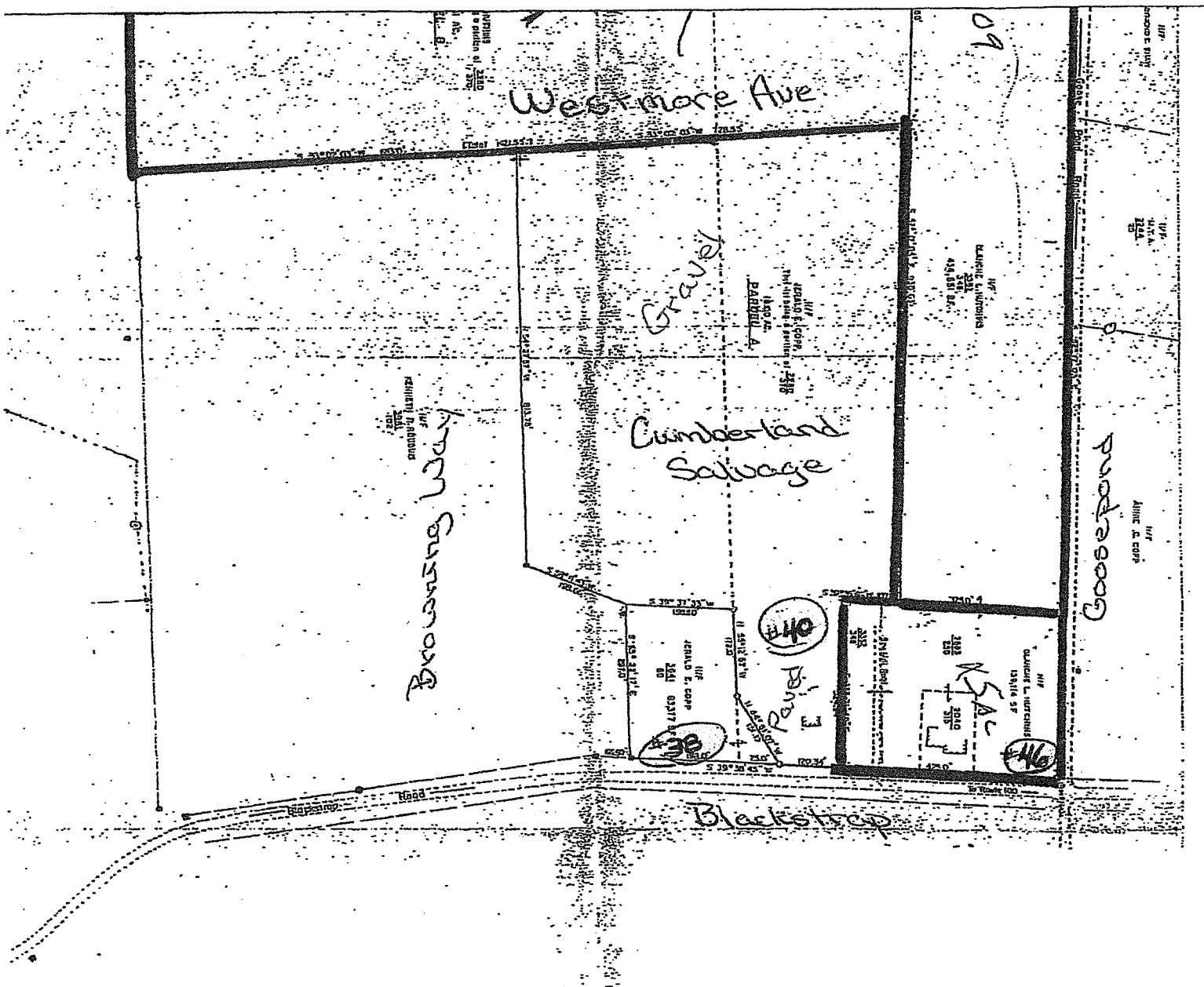
Gasoline is used in our personal or yard vehicles

Antifreeze is reused, resold or recycled

Batteries are stored in a secure area for resale or sold to a battery recycler

Tires are resold to customers or hauled away for recycling

Address: 40 Blacktrap Rd
Cumberland, ME 04021



APPLICATION FOR AUTOMOBILE GRAVEYARD/JUNKYARD PERMIT

1. Name of Applicant Jerald E Cropp Jr / Cumberland Salvage Inc
2. Mailing Address of Applicant 40 Blackstrap Rd Cumberland, ME 04021
3. Is the applicant the landowner? Yes ☒ No ☐ If not, provide name and contact information for landowner and a copy of the lease or other document giving legal authority to the applicant to use the property _____

4. Is the applicant the operator of the junkyard/automobile graveyard? yes
5. Is the junkyard or automobile graveyard part of a viable business entity? Yes ☒ No ☐
6. Is the "yard" actively engaged in the business of salvaging, recycling, dismantling, processing, repairing, or rebuilding junk or vehicles for sale or trade? Yes ☒ No ☐ 7. What is the physical location of the automobile graveyard and/or junkyard?
40 Blackstrap Rd, Cumberland Provide a complete sketch of the "yard." Show footage of all sides and location in relationship to adjacent properties. Show distance (in feet) from edge of "yard" to center of roads. Fill in route number or local road name, name of nearest city/town in each direction, distance from nearest intersection, bridge or other known reference point, tax map and lot number, and zone.
R07-060-000-000
8. How will the junkyard/automobile graveyard be screened from view from the road? _____ Fence? (Type) wood stockade Height 7'
Trees? (Type) pine/oak Embankment? ☐ Gully? ☐ Hill? ☐ Other? Buildings
Describe with detail:
Office/Dismantling Bays; Warehouses
9. How far is edge of "yard" from the center of nearby roads? 130 feet. 10. . Can junk or vehicles be seen from any part of a road? Yes ☐ No ☒ 11. . 12. 13. . . Is the "yard" within 300 feet of a Public Building, Public Park, Public Playground, Public Bathing Beach, School, Church or Cemetery or within ordinary view of such public facilities? Yes ☐ No ☒
14. . Is the "yard" located within 300 feet of a public or private water supply? Yes ☒ No ☐ If a private well, who does it serve and when was it installed? Jerald's personal home + rental property
15. In a separate attachment, describe in detail what fluids will be handled and how fluids will be handled and stored.

16. How close is the nearest body of water or freshwater wetland?

N/A

17. Is the "yard" within the 100-year floodplain? Yes _____ No ☒ Is it over a mapped sand and gravel aquifer? Yes _____ No ☒

18. Describe in a separate attachment how all solid wastes will be stored/disposed.

19. Describe the system that will be used to keep a log of all vehicles handled, proof of title or bill of sale, and the date upon which fluids, refrigerants, batteries, and mercury switches were removed, and date upon which vehicles were crushed.

20. Are the State storm water requirements applicable to this "yard"? Yes _____ No ☒ Have you filed a notice of intent with the Department of Environmental Protection to comply with storm water requirements or have you received a written determination from DEP that the "yard" is not subject to those requirements? Provide a copy of the notice or the determination.

21. . When was the "yard" established? ^{Lot 61 1971} Lot 62 - 1934 By whom?

Jerald Copp + Clifton Copp

22. When was the last permit issued for this "yard"? 2019 To whom?

Jerald E Copp Jr

The undersigned certifies that the above information is true and correct to the best of his/her knowledge and that he/she is the owner or agent of the property or that he/she has been duly authorized by the owner to make this application and to receive the permit under the law.

Signed by: Jerald E Copp Jr

For: Cumberland Salvage Inc (Corporation, Company, LLC.)

Date: 10/2/2020

Cumberland Salvage Inc.

Application For Automobile Graveyard/Junkyard Permit

15. How fluids are handled and/or stored:

Gas: We drain the vehicles and use it in our personal vehicles or yard vehicle. We have a 50 gallon caddy for storage, until needed.

Oil, Transmission Fluid, etc: We drain from the vehicles and place in a 55 Gallon drum. It is used in our Waste Oil Furnace.

Antifreeze: We drain from the vehicles and store it in 50/55 gallon tanks. It resold or recycled.

18. How Solid Wastes are stored or disposed of;

Batteries: They are stored in a secure area for resale or sold to a battery recycler.

Tires: They are resold to customers or hauled away for recycling.

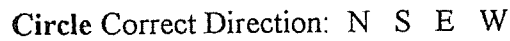
Vehicles: Once all parts for resale are removed from the vehicles, they are crushed and sold to an auto recycling company (Schnitzer). Usually once or twice a year.

Office Waste: We have a 10' x 10' Dumpster. It is emptied once a week by Pine Tree Waste.

19. Vehicle Information Storage:

We use a Hollander Program called Powerlink to Inventory our vehicles. Each vehicle is given a stock number and any part used is marked/labeled with this unique number. All vehicle information is entered...VIN #, Year, Make, Model, mileage (if necessary), Title number, State in which the vehicle was titled in, date title was issued and the date we send the title to the State of Maine. We record who we received the vehicle from; when we purchased/received the vehicle, when it was inventoried/dismantled and when it was crushed.

Before the titles are sent into the State; we make copies of the titles with the stock # (or Crush date) and the date it was sent in. We keep a file of all the titles and Junk Release forms by Stock #. If a vehicle is simply 'crushed'...not inventoried...the copies are filed by Make/Model/Year in their own file.



Cumberland Salvage Inc.

40 Blackstrap Road
W. Cumberland, ME 04021

Jerald E Copp Jr, President

Copy of letter
mailed to abutters

October 2, 2020

Dear Sirs:

We are notifying you pursuant to M.R.S.A. Title 30-A, Section 3754, that we have filed our application for a renewal of our Automobile Recycling License and Graveyard/Junkyard Permit with the Cumberland Town Clerk. We understand that the Town Council will hold a public hearing on our renewal application at its meeting October 28, 2020, at 7:00 pm. Enclosed is a copy of our renewal application.

Sincerely,

Jerald E Copp Jr.

Jerald E Copp Jr.
President

Enclosures

10/10/2014

CHASE, EVAN WADDELL
CHASE, KATHARINE CHAPPELLE
16 WESTMORE AVE
CUMBERLAND. ME 04021

COPP CHRISTOPHER J
COPP VICKI E
34 BLACKSTRAP ROAD
CUMBERLAND. ME 04021

COPP JERALD E JR*
COPP ELEANOR M
38 BLACKSTRAP ROAD
CUMBERLAND CTR. ME 04021

COPP, JERALD E JR
COPP, PATRICK R
36 BLACKSTRAP RD
CUMBERLAND CTR. ME 04021

COPP, MATTHEW J.
40 BLACKSTRAP ROAD
CUMBERLAND CTR. ME 04021

GOOSE POND DEVELOPMENT LLC*
501 COUNTY ROAD
WESTBROOK. ME 04092

GREENLEAF, MICHAELA R
GREENLEAF, BRICE J
24 WESTMORE AVE
CUMBERLAND. ME 04021

JOHNSON, MONIQUE A
JOHNSON, MAXWELL P
20 WESTMORE AVE
CUMBERLAND. ME 04021

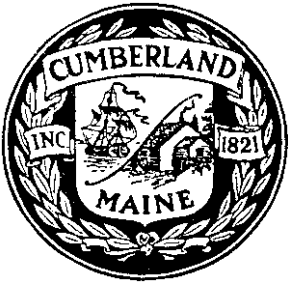
MCGOWAN, ROBERT W.
28 WESTMORE AVENUE
CUMBERLAND CTR. ME 04021

SLIGH, KATHRYN R
12 WESTMORE AVE
CUMBERLAND CTR. ME 04021

ITEM

20-091

To hold a Public Hearing to consider and act on an Automobile
Recycling Permit for Copp Motors for the period of
October 31, 2020 – October 31, 2025



MEMORANDUM CODE ENFORCEMENT OFFICE

To: Town of Cumberland Council
From: William C. Longley Jr. CEO
Subject: Copp Motors application for an Automobile Recycling Business at 187 Gray Road Tax Map U-20 Lot 77 owned by Ronald Copp Sr.
Date: 10-07-2020
CC: William Shane, Town Manager
Tammy O'Donnell

Recently I toured the facility known as Copp Motors. As noted during previous inspections, the area appears to be adequately fenced and screened from public streets, the operation continues to be neat and organized.

Based upon my observations, I would recommend approval of the Automobile Recycling permit, reserving the right to inspect as needed.

APPLICATION FOR AUTOMOBILE RECYCLING BUSINESS PERMIT
Town of Cumberland

PART I. To be completed by Applicant:

1. Recycling Facility Operator info:

NAME(S): Copp Motors Inc.

ADDRESS: 187 Gray Road
Cumberland, ME 04021

PHONE #: 829-3843 EMAIL ADDRESS: CoppMotors@AOL.com

Operator is a (circle one): Corporation Partnership Individual

2. Owner information for the property where the facility is located:

NAME(S): Same as above

ADDRESS: _____

PHONE #: _____ EMAIL ADDRESS: _____

3. Address where facility will be located: Same as above

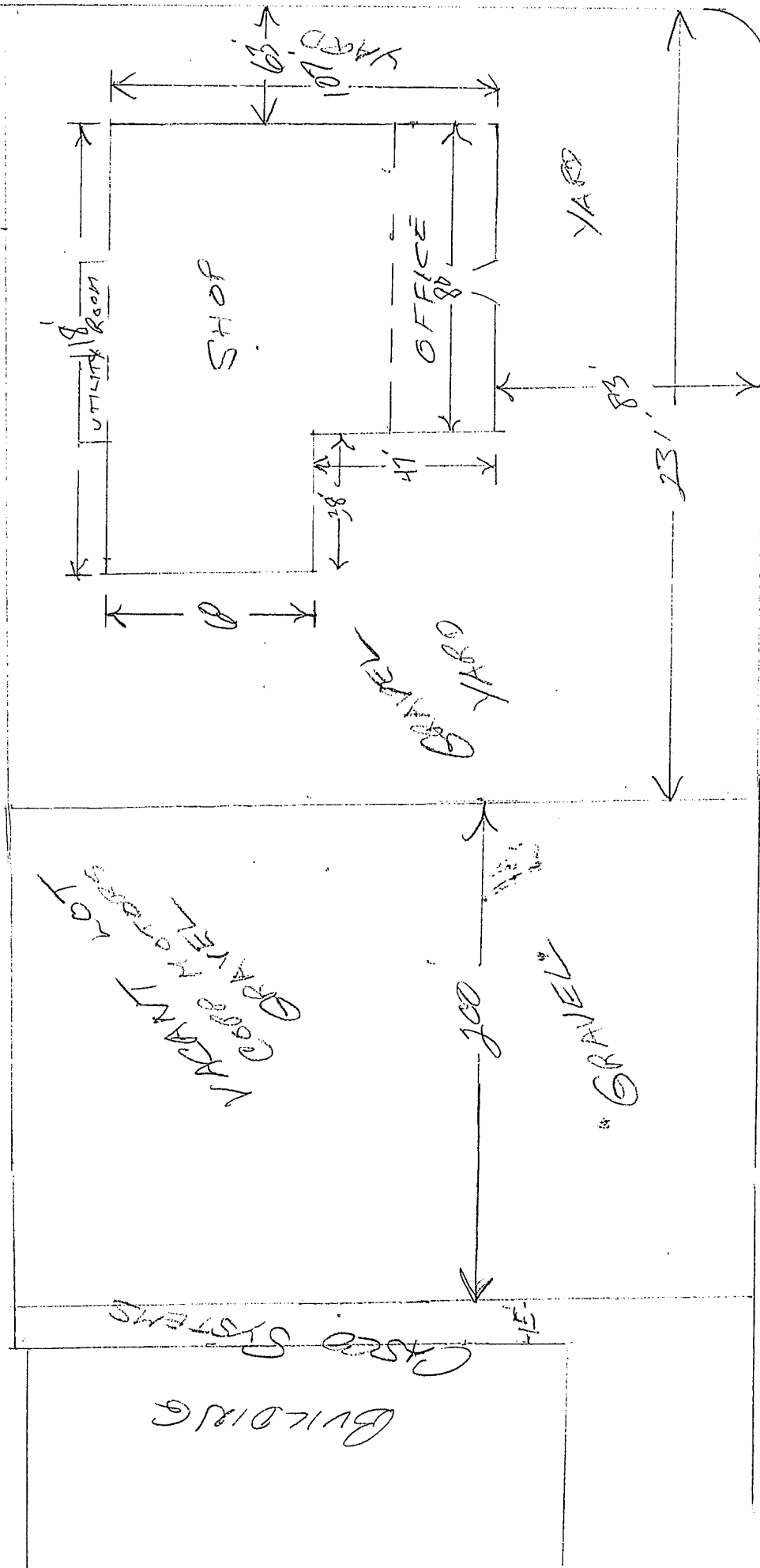
4. On an attached sheet, prepare a site plan (to a scale of no greater than 1 inch : 50 feet which includes the following information: (see attached sheet)

- a. The boundary lines of the property
- b. The soils
- c. The location of any sand gravel aquifer recharge area as mapped by the Maine Geological Survey or a licensed geologist,
- d. The location of any well that serves as a private or public water supply that is located within 300 feet of the proposed licensed site
- e. The location of any public building, public park, public playground, public bathing beach, school, church or cemetery located within 300 feet of the proposed licensed site
- f. The location of all roads within 1,000 feet of the proposed site
- g. The location of any body of water or freshwater wetland within property boundaries of the proposed licensed premises
- h. The boundaries of the 100-year flood plan

5. Attach to this application a plan for the containment of fluids, containment and disposal of batteries and storage and disposal of tires. (see attachment)

CORP MO TORS

5 KILLINGS OK 2



100

COPP MOTORS, INC.

ATTACHMENT FOR QUESTION #5 ON APPLICATION FOR RENEWAL OF AUTOMOBILE RECYCLING BUSINESS PERMIT:

OLD BATTERIES GO TO MAINE-LY BATTERIES OF BAR MILLS
OLD TIRES GO TO BDS WASTE DISPOSAL SERVICES OF CORINNA
OIL IS BURNED IN CLEAN BURN WASTE OIL FURNACE
ANTI-FREEZE IS RECLAIMED & REUSED

6. Describe the type of visual screen (at least 6 feet high) that will enclose the site:

Burn, Shrubs & Trees

NOTE: APPLICANT IS RESPONSIBLE FOR THE ACCURACY OF ALL INFORMATION PROVIDED IN PART I. THE MUNICIPAL OFFICERS MAY, AFTER NOTICE AND HEARING, REVOKE OR SUSPEND ANY PERMIT WHICH WAS ISSUED ON THE BASIS OF INACCURATE INFORMATION REGARDLESS OF WHETHER THE INACCURACY WAS INTENTIONAL OR UNINTENTIONAL.

Ronald Gys
Signature of Applicant or Applicant's authorized agent

9/29/20
Date

PART II. TO BE COMPLETED BY MUNICIPAL OFFICIAL

Complete application received on: _____

Fee paid: \$ _____

Date, time and place of hearing: _____

NOTE: Notice of hearing on this application must be posted in two public places at least 7 days, but no more than 14 days, before the hearing. Notice must be published once in a newspaper of general circulation. Notice must be provided by regular mail to the Maine Department of Transportation, State House Station #16, Augusta, ME 04333 at least 7 days, but no more than 14 days, before the hearing. It is the municipality's responsibility to provide proper notice, although the applicant may be required to pay the costs of the notice if so stated in the municipal ordinance.

7019 0700 0000 7235 6845

| U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only | |
|---|---------------|
| For delivery information, visit our website at www.usps.com | |
| Portland, ME 04101 | |
| OFFICIAL USE | |
| Certified Mail Fee \$3.55 | 0039 |
| \$2.85 | 5 |
| Extra Services & Fees (check box, add fee as appropriate) | Postmark Here |
| <input type="checkbox"/> Return Receipt (hardcopy) \$0.00 | |
| <input type="checkbox"/> Return Receipt (electronic) \$0.00 | |
| <input type="checkbox"/> Certified Mail Restricted Delivery \$0.00 | |
| <input type="checkbox"/> Adult Signature Required \$0.00 | |
| <input type="checkbox"/> Adult Signature Restricted Delivery \$0.00 | |
| Postage \$0.70 | 09/29/2020 |
| Total Postage and Fees \$7.10 | |
| Sent To: Green Sip Construction 110 Marginal Way Unit #193 Portland ME 04101 | |
| PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions | |

7019 0700 0000 7235 6835

| U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only | |
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| For delivery information, visit our website at www.usps.com | |
| Cumberland Center, ME 04021 | |
| OFFICIAL USE | |
| Certified Mail Fee \$3.55 | 0039 |
| \$2.85 | 5 |
| Extra Services & Fees (check box, add fee as appropriate) | Postmark Here |
| <input type="checkbox"/> Return Receipt (hardcopy) \$0.00 | |
| <input type="checkbox"/> Return Receipt (electronic) \$0.00 | |
| <input type="checkbox"/> Certified Mail Restricted Delivery \$0.00 | |
| <input type="checkbox"/> Adult Signature Required \$0.00 | |
| <input type="checkbox"/> Adult Signature Restricted Delivery \$0.00 | |
| Postage \$0.70 | 09/29/2020 |
| Total Postage and Fees \$7.10 | |
| Sent To: Casco Holdings LLC Parade Dr. Ste #1 Cumberland ME 04021 | |
| PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions | |

7019 0700 0000 7235 6865

| U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only | |
|---|---------------|
| For delivery information, visit our website at www.usps.com | |
| Augusta, ME 04333 | |
| OFFICIAL USE | |
| Certified Mail Fee \$3.55 | 0039 |
| \$2.85 | 5 |
| Extra Services & Fees (check box, add fee as appropriate) | Postmark Here |
| <input type="checkbox"/> Return Receipt (hardcopy) \$0.00 | |
| <input type="checkbox"/> Return Receipt (electronic) \$0.00 | |
| <input type="checkbox"/> Certified Mail Restricted Delivery \$0.00 | |
| <input type="checkbox"/> Adult Signature Required \$0.00 | |
| <input type="checkbox"/> Adult Signature Restricted Delivery \$0.00 | |
| Postage \$0.70 | 09/29/2020 |
| Total Postage and Fees \$7.10 | |
| Sent To: Bureau of Motor Vehicles 29 State Hse Station 101 Hospital St Augusta ME 04333 | |
| PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions | |

7019 0700 0000 7235 6855

| U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only | |
|---|---------------|
| For delivery information, visit our website at www.usps.com | |
| Cumberland Center, ME 04021 | |
| OFFICIAL USE | |
| Certified Mail Fee \$3.55 | 0039 |
| \$2.85 | 5 |
| Extra Services & Fees (check box, add fee as appropriate) | Postmark Here |
| <input type="checkbox"/> Return Receipt (hardcopy) \$0.00 | |
| <input type="checkbox"/> Return Receipt (electronic) \$0.00 | |
| <input type="checkbox"/> Certified Mail Restricted Delivery \$0.00 | |
| <input type="checkbox"/> Adult Signature Required \$0.00 | |
| <input type="checkbox"/> Adult Signature Restricted Delivery \$0.00 | |
| Postage \$0.70 | 09/29/2020 |
| Total Postage and Fees \$7.10 | |
| Sent To: Curtin J Wetzel 6 Skiffin Rd Cumberland ME 04021 | |
| PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions | |

ITEM

20-092

To forward to the Planning Board for a Public Hearing and recommendation, amendments to Chapter 315 (Zoning), Section 2 (Purpose) and Section 4 (Word Usage and Definitions – Agriculture), as recommended by the Ordinance Committee

Agriculture

Proposed Amendments to Zoning Ordinance

Chapter 315 - 2 : Purpose

§ 315-2 Purpose.

[Amended 9-10-2012]

A.

The purpose of this chapter, made as part of a comprehensive plan for the development of the Town, is to promote public health, safety, and general welfare; to encourage the most appropriate use of land throughout the Town; to protect and preserve land most suitable for agricultural uses, to promote traffic safety; to provide safety from fire and other elements; to provide adequate light and air; to prevent overcrowding of real estate; to provide a wholesome home environment; to prevent housing development in unsanitary areas; to provide an adequate street system; to promote the coordinated development of unbuilt areas; to encourage the formation of community units; and to provide an allotment of land area in new developments sufficient for all public services.

Chapter 315 – 4: Word Usage and definitions

AGRICULTURE

The use of a tract of land for commercial purposes for ~~the cultivation and the production of crops, truck gardening, nurseries or greenhouses, or any allied industry, but exclusive of animal husbandry and exclusive of private gardens less than 1/2 acre. This shall not include registered dispensaries of medical marijuana, retail marijuana establishments, retail marijuana social clubs, or any other addiction treatment facility as defined in this chapter and by applicable state statutes.~~

any of the following:

1. The cultivation of soil for production and harvesting of crops, including fruits, vegetables, sod, flowers, and ornamental plants;
2. The planting and production of timber;
3. Animal husbandry including dairying, breeding, raising, management, care, and training of livestock, including horses, llamas, goats, pigs, cattle, bees, poultry and other similar types of animals for individual and public use and consumption.
4. Aquaculture;
5. The operation, management, conservation, improvement and maintenance of a farm and the structures and buildings on the farm, including building and structure repair, replacement, expansion, and construction incident to the farming operation; and when performed on the farm, the marketing and selling of agricultural products; agri-tourism; the storage and use of materials for agricultural purposes; and packing,

treating, processing, sorting, storage and other activities performed to add value to crops, livestock, and agricultural items produced on the farm.

6. Farm-based Retail;
7. Farm-based Specialty Events;
8. Slaughterhouse;
9. Farm Worker Housing;
10. Bed and Breakfast uses, as defined.

AQUACULTURE

The growing or propagation of harvestable freshwater, estuarine, or marine plant or animal species.

SLAUTERING ESTABLISHMENT

~~A building or other place where animals or poultry, raised elsewhere, are killed or dressed for the market.~~

SLAUGHTERHOUSE

A facility for the slaughtering and processing of animals that are either raised or transported to the facility and the processing and storage of animal products and waste that results from a slaughtering process.

FARM WORKER HOUSING

Single, Duplex or Multiplex dwelling units located on the farm and occupied by employees of the farm owner.

FARM-BASED RETAIL

The selling of agricultural produce or products, the majority of which is grown or raised by the landowner ~~on property owned by the landowner within the Rural Residential 1 (RR1) and Rural Residential 2 (RR2) Districts.~~ This shall not include retail marijuana establishments.

[Amended 2-10-2014; 5-22-2017; ____]

ITEM

20-093

To forward to the Planning Board for a Public Hearing and recommendation, amendments to Chapter 229 (Site Plan Review) to add agriculture related language, as recommended by the Ordinance Committee

Agriculture
Proposed Amendments to Site Plan Ordinance

§ 229-1 Title, purpose and authority.

A.

Title. This chapter shall be known and cited as the "Site Plan Ordinance of the Town of Cumberland, Maine."

B.

Purpose. The site plan review provisions are intended to protect public health and safety, promote the general welfare of the community, and conserve the environment by assuring that all development is designed and constructed in a manner which assures that adequate provisions are made for traffic, utilities, stormwater, erosion and sedimentation, wildlife habitat and fisheries, and historic and archaeological resources. Site plan review will also serve to minimize any adverse impacts on neighboring properties and to ensure that new developments will fit in harmoniously to the fabric of the community while honoring the historical roots of the Town's agriculture-based economy and providing for less costly and time-consuming review of agriculture-related businesses.

[Amended 5-14-2018; _____]

C.

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



§ 229-2 Classification levels.

A.

There are ~~three~~ four classification levels of site plan review:

(1)

Minor staff review.

(2)

Agriculture- related staff review

(~~2~~3)

Major staff review.

(~~3~~4)

Planning Board site plan review.

B.

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

[Amended 11-26-2012; 5-14-2018; _____]



§ 229-11 Expiration of approval.

[Amended 2-25-2013; 6-17-2013; ____]

Construction of the improvements covered by any site plan approval must be substantially commenced within 12 months of the date upon which the approval was granted. If construction has not been substantially commenced within 12 months of the date upon which approval was granted, the approval shall be null and void. If construction has not been substantially completed within 24 months of the date upon which approval was granted or within a time period as specified by the Planning Board, the approval shall be null and void. The applicant may request an extension of the deadline to commence or complete construction prior to expiration of the period. Such request must be in writing and must be made to the Planning Board. The Planning Board may grant up to two one-year extensions to the period if the approved plan conforms to the ordinances in effect at the time the extension is granted and any and all federal and state approvals and permits are current.

Construction of the improvements covered by any Agriculture-related staff review shall be five (5) years for commencement and 10 years for completion.

ITEM

20-094

To forward to the Planning Board for a Public Hearing and recommendation, amendments to Chapter 229 (Site Plan Review) Section 5 (Minor Staff Review Procedure), Section 6 (Major Staff Review Procedure), Section 7 (Planning Board Review Procedure), to change the abutter notice radius from 200 to 500 feet, and Chapter 315 (Zoning), Section 53 (Home Occupations and Home Based Occupations) and Section 77-C (Board of Adjustments & Appeals - Hearings) to change the abutter notice radius from 300 to 500 feet, as recommended by the Ordinance Committee

§ 229-5 Minor staff review procedure.

- A. The applicant shall provide two copies of a complete application packet.
- B. The Town Planner shall determine if the application requires Board of Adjustment and Appeals review. If so, approval by the Board of Adjustment and Appeals shall be required prior to continuing the process described below.
- C. Within 10 days of the receipt of a completed application, the Town Planner will approve or deny the application in accordance with the provisions of this chapter.
- D. The Planning Department will mail notices of the action taken to all abutters within 200 500 feet of the site within 10 days of the decision.
- E. Submission requirements are listed in Appendix A.^[1]

§ 229-6 Major staff review procedure.

- A. The applicant shall provide nine copies of a complete application packet.
- B. The Town Planner shall determine if the application requires Board of Adjustment and Appeals review. If so, approval by the Board of Adjustment and Appeals shall be required prior to continuing the process as described below.
- C. A copy of the application shall be provided by the Planning Department to the following members of the Staff Review Committee: the Public Services Director, Police Chief, Fire/EMS Chief, Code Enforcement Officer, Economic Development Director, Town Manager, and Chair of the Planning Board. Comments shall be made on the application, in writing, to the Town Planner within seven days of the date of the application.
- D. The Town shall mail a notice, within three days of the application submission, to all property owners within ~~200~~ 500 feet of the site under review.
- E. Within 10 days following the submission of the completed application, the Town Planner shall review all submitted comments from the Staff Review Committee and residents and, in writing, approve, approve conditionally, or deny the application in accordance with the provisions of this chapter. The written decision of the Town Planner shall be mailed to the applicant and property owners within 200 feet of the site within 10 days of the decision. A copy of the decision shall also be provided to the Town Manager and other members of the Staff Review Committee. Notice of the staff approval will be given to the Planning Board at its next meeting.
- F. Submission requirements are listed in Appendix B.[1]

§ 229-7 Planning Board review procedure.

The Planning Board shall use the following procedures in reviewing applications for site plan review:

- A. Preapplication.
 - (1) Prior to submitting a formal application, the applicant or his/her representative may request a preapplication conference with the Planning Board. The purpose of the preapplication conference is to:
 - (a) Allow the Board to understand the nature of the proposed use and the issues involved in the proposal;
 - (b) Allow the Board to understand the location, size, natural resources and general characteristics of the proposed site;
 - (c) Allow the applicant to understand the development review process and required submissions;
 - (d) Discuss the need for any waivers from the submission requirements;
 - (e) Identify issues that need to be addressed in future submissions; and
 - (f) Make the applicant aware of any opportunities for coordinating the development with community policies, programs, or facilities.
 - (2) The preapplication conference shall be informal and informational in nature. There shall be no fee for a preapplication review, and such review shall not cause the plan or any related application to be a pending application or proceeding under 1 M.R.S.A. § 302. No decisions on the substance of the plan shall be made at the preapplication conference.
 - (3) Submission requirements are listed in Appendix C.^[1]
- B. Application procedure. All applications must be received by the Town Planner at least 21 days prior to the date of the next Planning Board meeting. The Town Planner will determine if the application is complete. If the application is not complete, the application will not be placed on the Planning Board agenda. For this reason, it is strongly encouraged that applicants meet with the Town Planner prior to the deadline date to review the application materials.
- C. Public notice procedure.
 - (1) The Town Planner shall review the material and determine whether or not the submission is complete. If the application is determined to be incomplete, the applicant shall be notified in writing of this finding, which shall specify the additional materials required to make the application complete and shall advise the applicant that the application will not be reviewed until the additional information is submitted. The applicant shall provide all information prior to the deadline date for a subsequent Planning Board meeting. Failure to submit the additional information within six months shall be deemed an abandonment of the application.
 - (2) Once the application is deemed complete, a notice of the hearing shall be published in a newspaper of general circulation in the community at least once; the date of publication shall be at least seven days

prior to the hearing.

- (3) The Town Planning Department shall mail a written notice of the date, time, and place of the public hearing at which the application will be considered to the applicant and to all property owners within ~~200~~ 500 feet of the parcel on which the proposed development is located.
 - (4) Failure of any property owner to receive notice under this section for any reason shall not necessitate a new hearing and shall not invalidate any action by the Planning Board.
- D. Site walk. The Board may schedule a site walk if deemed necessary. A written notice for such site inspection shall be published at least once in a newspaper of general circulation in the community, and the date of the publication shall be at least seven days prior to the site inspection. Notice shall also be sent by first-class mail to all property owners of record within 200 feet of the parcel on which the proposed development is located.
- E. Public hearing procedure.
- (1) The purpose of the public hearing is to allow the applicant and affected property owners to provide information as part of the record that the Board will use in considering its action on the application. Testimony presented at the hearing should be related to factual information about the application and related submissions and the project's compliance with the review standards and other regulations and requirements of this chapter or other municipal ordinances.
 - (2) The Chair shall provide the applicant or his/her representative with an opportunity to make any statement or presentations at the beginning of the hearing. The Chair shall then allow the members of the Board to ask questions of the applicant and the applicant to answer those questions. Following Board questions, the Chair shall open the public hearing to the public for statements, information submissions, or questions about the project. At the close of the public comment period, the Chair shall afford the applicant an opportunity to answer any questions raised by the public, rebut any statements or information submitted, and cross-examine anyone offering testimony on the application. The Chair may allow the applicant this opportunity after each member of the public testifies if that is deemed to be desirable. At the conclusion of the applicant's response, the hearing shall be closed.
- F. Procedures for final action on an application.
- (1) At the meeting at which final action is requested by the applicant, the Planning Board shall approve, approve with conditions, deny, or table the application. The Board may impose such conditions as are deemed advisable to assure compliance with the standards of approval and performance standards of this chapter.
 - (2) In issuing its decision, the Board shall make written findings of fact that establish whether the proposed development does or does not meet the standards of approval, design standards, performance standards, and other requirements of this chapter.
 - (3) The Board shall notify the applicant of the action of the Board, including the findings of fact and any conditions of approval.

§ 315-53 Home occupations and home-based occupations.

- A. Home occupations and home-based occupations are permitted in any single- or two-family structure or any structure that is accessory to a single- or two-family structure.
- (1) Notwithstanding any provision of this chapter to the contrary, the Code Enforcement Officer will approve and issue a change of use permit for home occupation and home-based occupation applications that meet the criteria listed below:
 - (a) The occupation is owned or operated by a member of the family residing within the dwelling unit;
 - (b) In the case of a home occupation, no more than two employees who are not members of the family are employed in the occupation;
 - (c) In the case of a home-based occupation, no more than two employees who are not members of the family are present at the dwelling at any one time;
 - (d) Objectionable or unreasonable noise, vibration, smoke, dust, electrical disturbance, odors, heat, or glare will not be detectable beyond the property limits;
 - (e) No traffic in substantially greater volumes than would be normally expected in the neighborhood will be generated;
 - (f) Off-street parking spaces are provided in an amount to be determined by the Code Enforcement Officer to avoid street congestion;
 - (g) Exterior displays, exterior storage of materials, and exterior indications of the home occupation or home-based occupation, including signs, are inconspicuous;
 - (h) The existence of the home occupation or home-based occupation does not pose any potential threat to public health, safety, or welfare; and
 - (i) There will be no violation of any private deed restrictions affecting the use of the lot.
- (2) A home occupation that does not meet all of the above-listed standards shall require special exception approval from the Board of Adjustment and Appeals.
- B. The granting of a special exception approval or change of use for a home occupation or home-based occupation shall apply to the applicant only while the applicant resides at the property.
- C. Applications for home occupations and home-based occupations under Subsection A shall be approved in writing by the Code Enforcement Officer. The decision of the Code Enforcement Officer shall be mailed to property owners within 300 500 feet from the property boundary line. Notice will be mailed to property owners within two business days of the permit being issued.
- D. Any appeal of the Code Enforcement Officer's decision as to whether a home occupation or home-based business meets the standards in Subsection A must comply with § 315-77C through F of this chapter. Notice of the hearing on the appeal shall be mailed to property owners within 300 feet from the property line.

Code Enforcement Officer may reasonably require for a clear understanding of the case.

- D. Excavation of land and removal of earth products. An application to the Board of Adjustment and Appeals for a permit to excavate land or remove earth products shall be accompanied by a fee as established by order of the Town Council. Outside consulting fees shall be charged in accordance with § 315-81. Upon annual renewal of the application for the excavation of land and the removal of earth products, such application shall be accompanied by an application fee as established by order of the Town Council.
- E. Belated permits. In addition to the cost of a permit, all belated permits will be subject to a fine as established by order of the Town Council.

Commented [1]: Editor's Note: Original Sec. 602.5, Shoreland zoning permits, which immediately followed this subsection, was repealed at time of adoption of Code (see Ch. 1, General Provisions, Art. I). See now Ch. 226, Shoreland Zoning.

§ 315-77 Board of Adjustment and Appeals.

- A. There is hereby created a Board of Adjustment and Appeals to assist in the administration of this chapter. Such Board shall serve as a board of appeals pursuant to 30-A M.R.S.A. § 2691 and may perform such other functions as may be delegated to it by other ordinances.
 - (1) The Board shall consist of seven members and one alternate member appointed by the Town Council. They shall be residents of the Town and serve without compensation. Appointments to the Board shall be for terms of three years; provided, however, that initial appointments to the Board shall be as follows: two members shall be appointed for terms of three years each, two members for two-year terms and one member for a one-year term. The initial appointment of the sixth and seventh members of the Board shall be for two-year terms, so that their initial terms shall expire in the same year that the single appointment from the five-member Board would normally occur. The Board shall elect annually a Chairman and Clerk from its membership. The alternate member shall have full voting rights when any of the seven appointed members are absent or excused from any meeting. The alternate member shall not participate as a Board member in any meeting when the full Board is in attendance. When there is a vacancy on the Board, the Town Council shall appoint a person to serve for the balance of the unexpired term.
 - (2) Neither a Town Councilor, a member of the Planning Board, nor his or her spouse may be a member of the Board.
 - (3) Any question of whether a particular issue involves a conflict of interest sufficient to disqualify a member from voting thereon shall be decided by a majority vote of the members, except the member who is being challenged.
 - (4) Vacancies may occur by reason of resignation, death, removal from the Town and, when certified to the Council by a majority of the members of the Board, by failure to attend at least 75% of the Board meetings, regular or special, during any twelve-month period. A member may also be removed for cause, after notice and hearing, by the Town Council. Vacancies shall be filled by the Council for the unexpired term.
 - (5) Four members of the Board shall constitute a quorum for the hearing of appeals. If less than a quorum is present, the hearing may be adjourned for a period not exceeding two weeks at any one time, and the Clerk to the Board shall in writing notify all members of the next date of the hearing to be rescheduled. Any hearing at which a quorum is present may also be adjourned in like manner by a majority of those

Commented [2]: Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. I).

second at lot boundaries;

- (c) No materials or wastes shall be deposited on any lot in such form or manner that they may be transferred beyond the lot boundaries by regularly recurring natural causes or forces, and all materials which cause fumes or dust, constitute a fire hazard, or are edible or otherwise attractive to rodents or insects if stored out of doors shall be in closed containers;
- (d) The emission of noxious, odorous matter across lot boundaries in such quantities as to be offensive to persons of ordinary sensibilities is prohibited; and
- (e) No discharge into any private sewage disposal system or stream or into the ground of any materials in such nature or at such temperature as to contaminate any water supply or otherwise cause the emission of dangerous or unhealthful elements is permitted, and no accumulation of solid waste conducive to the breeding of rodents or insects shall be allowed.

C. Hearings.

- (1) For all appeals from decisions of the Code Enforcement Officer, and for the consideration of all applications for variances, special exceptions, or other permits requiring approval of the Board, the Board shall hold a public hearing as prescribed herein. At least seven days before the hearing, the Clerk of the Board of Adjustment and Appeals shall notify by mail the owners of properties located within ~~300~~ 500 feet of the lot line of the property for which the appeal or application shall be made. In addition to the notice by mail, the Clerk to the Board of Adjustment and Appeals shall also cause to be published, at least seven days before the hearing, in a newspaper of general circulation in the Town, a notice summarizing the nature of the appeal and the time and place of the hearing.
- (2) Failure of a property owner to receive notice by mail shall not invalidate actions taken by the Board. Property owners as listed on the Assessor's records shall be deemed to be the persons to whom such notice should be mailed.
- (3) The Code Enforcement Officer, unless prevented by illness or absence from the state, shall attend all hearings and shall present to the Board all plans, photographs, or other factual materials which are appropriate to an understanding of matters before the Board.
- (4) Written notice of the decision of the Board shall be sent to the appellant and to the Code Enforcement Officer within seven days of the date of the hearing in accordance with 30-A M.R.S.A. § 2691.

D. Appeal procedure.

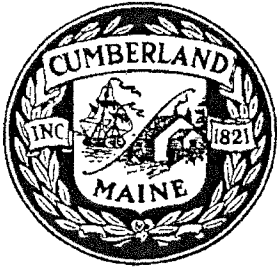
- (1) Any person with standing or equity aggrieved by a decision of the Code Enforcement Officer may appeal such decision to the Board of Adjustment and Appeals within 30 days inclusive of the date of such decision.
- (2) Within 30 days of the date of the decision of the Code Enforcement Officer, the appeal shall be entered at the office of the Town Clerk upon forms to be approved by the Board of Adjustment and Appeals. The appellant shall set forth on said form the ground of his appeal and shall refer to the specific provisions of this chapter, the Maine Uniform Building and Energy Code, state regulation, private or

ITEM

20-095

To consider and act on amendments to the Route 1 and Route 100 Design Standards, as recommended by the Planning Board

TABLED AT PLANNING BOARD



MEMORANDUM

PLANNING DEPARTMENT
TOWN OF CUMBERLAND, MAINE

Date: October 15, 2020
To: Cumberland Planning Board
From: Carla Nixon, Planning Director
Subject: Agenda Item # 3: Rt. 100 and Route 1 Design Standards Amendments

This agenda item proposes that the Planning Board amend two of the design standard handbooks currently used in reviewing projects along Route 1 and Route 100.

I am proposing that the Route 1 and Route 100 Design "Standards" become "Guidelines" so that the Planning Board (and Town Planner when Staff Review is permitted) has more discretion in reviewing small businesses such as the Caddy Shack Ice Cream stand on Route 100.

I have removed much of the overly-descriptive language and all of the photos that were in the original document. I have left the essence of each of the design elements such as lighting and landscaping.

As you know, these review areas are addressed in the Site Plan Ordinance as well. The intent of the Design Standards was to emphasize how good development should look and feel and were based on Design Standards that were developed for more stand-alone, planned developments such as the shopping areas in Falmouth where there were multiple buildings grouped together on one site. (Think of the Ricetta's and Staples plaza for example.)

I am also proposing that the *Route 1 Design Standards* also become "Guidelines" for similar reasons. In addition to the document being overly lengthy and restrictive, the fact is that there are only two developable lots left that front on Route 1 (and a larger parcel in the rear that is not visible from Route 1. The change from Standards to Guidelines will not materially affect how these remaining projects are reviewed.

Please note that these "Design Standards" are not Ordinances. There is no need for Town Council action to be taken. If the Planning Board agrees to these changes, they will go into effect as of the date of Planning Board action.

ITEM

20-096

To authorize the sale of the 2000 model year ladder truck to the Town of Windham for \$42,000, as recommended by the Finance Committee

From: [William Shane](#)
To: [Brenda Moore](#)
Subject: Fwd: Ferrara Truck purchase intent
Date: Wednesday, October 21, 2020 10:10:39 AM

Get [Outlook for iOS](#)

From: Barry A. Tibbetts <batibbetts@windhammaine.us>
Sent: Wednesday, October 21, 2020 10:09 AM
To: William Shane
Subject: Ferrara Truck purchase intent

Hello Bill,

This email is to confirm the intentions of the Town of Windham to purchase the 2000 Ferrara Ladder Truck as is, where is for \$42,000. Per our conversation our current ladder truck has a number of issues, the ability to purchase your retiring truck is very much appreciated for our and Gorham's fire coverage.

The Windham Town Council's regular meeting is on 10/27/2020 and I will receive the authorization to move forward with the sale of our damage truck and to replace it with your Ferrara Ladder Truck. I would leave it to our Chiefs to coordinate the transfer and I will get a check cut for the \$42,000 to the Town of Cumberland.

Again, Thank you and the Cumberland Council for allowing this purchase to move forward. Any questions let me know.

Barry

Barry A. Tibbetts
Town Manager
Town of Windham
Of 207.892.1907 ext 1121
C 207.468.3448
batibbetts@windhammaine.us

Total Control Panel

[Login](#)

To: [wshane@cumberlandmaine.com](#) [Remove](#) this sender from my allow list
From: batibbetts@windhammaine.us

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

ITEM

20-097

To consider and act on a contract extension with A.H. Grover for winter plowing services, as recommended by the Finance Committee

AGREEMENT FOR SNOW PLOWING SERVICES

**Between the
TOWN OF CUMBERLAND
And
A.H. GROVER, INC.**

This Agreement, effective December 1, 2016 is made by and between the Town of Cumberland, a municipality of the State of Maine, wholly located within the boundaries of Cumberland County, Maine (hereinafter referred to as "TOWN"); and A.H. Grover, Inc. hereinafter referred to as "CONTRACTOR") with a principal place of business at 82 Doughty Road, North Yarmouth, Maine to provide snow plowing services within the town limits of the TOWN.

I. Scope of Work

The CONTRACTOR shall provide services on an hourly basis as needed to include, without limitation, snow plowing with a six-wheeled dump truck and appropriately sized sander unit, sanding and salting on a designated route within TOWN as assigned by the Public Services Director, but not to include snow removal. The CONTRACTOR shall provide all equipment, materials and staff necessary to provide the services agreed to herein, except as otherwise provided. The CONTRACTOR's work shall be performed under the direction of the Director of Public Services or his assigned designee. The CONTRACTOR shall ensure that its personnel are available to and have the means necessary to receive calls and must be able to arrive at the TOWN public works facility located on Drowne Road within thirty (30) minutes of being called by the TOWN. The CONTRACTOR shall perform services on routes as designated by the TOWN. The TOWN reserves the right to modify the routes of the CONTRACTOR at any time and without notice. This Agreement shall not be exclusive. The TOWN reserves the right to perform the same or similar services as the CONTRACTOR along the all routes as designated, whether assigned to the CONTRACTOR or otherwise.

II. Equipment

The CONTRACTOR shall provide, at a minimum, a six wheeled dump truck with size appropriate sanding unit for snow plowing services. **The six wheeled dump truck with size appropriate sanding unit must pass inspection by the TOWN.** All deficiencies or defects in equipment must be corrected and re-inspected prior to commencing work or release of the first payment. The CONTRACTOR's equipment may be stored at the TOWN's public works facility at a cost of \$30 per month. The CONTRACTOR must provide a spare set of keys to the TOWN for any equipment that is to be stored at the public works facility.

The CONTRACTOR may be required to assist the TOWN with sanding and salting of its designated route as well as other plow routes within the TOWN. The TOWN shall provide all equipment necessary for the CONTRACTOR to sand and salt on its route and other routes as required. The CONTRACTOR's personnel must be familiar with sand and salt spreaders on both one-ton trucks and six-yard dump trucks. The TOWN shall provide remedial training on its equipment for the CONTRACTOR's personnel prior to the first snow event. **This training will be paid at the rate of \$45 per hour.**

III. Payment

The base cost of services shall reflect all costs associated with hourly plowing with a six wheeled dump truck with size appropriate sanding unit as specified herein and the attached exhibits. Costs include, without limitation, equipment, fuel, labor and maintenance. The TOWN shall guarantee a base amount of \$10,000 per year as a minimum payment under this agreement. The base cost of services shall also include three hours of meeting time for the CONTRACTOR to attend the TOWN's annual winter operations meeting and an estimated time for the CONTRACTOR's personnel to attend training on the TOWN's sanding and salting equipment.

Upon execution of this Agreement, the TOWN agrees to pay the CONTRACTOR an initial payment of \$5,000. When the CONTRACTOR has provided services equivalent to the \$5,000 payment, an additional \$5,000 will be paid by the TOWN to the CONTRACTOR. If the CONTRACTOR provides services beyond the second \$5,000 payment, the TOWN will pay the CONTRACTOR on an hourly basis at the rate accepted in the CONTRACTOR's bid.

CONTRACTOR's personnel are responsible for tracking, documenting, and reporting their time of arrival, duty performed and time of departure for each event. Timecards for all CONTRACTOR personnel must be signed by a TOWN employee upon arrival and prior to departure. Any other fees or charges assessed to the CONTRACTOR by the TOWN as provided herein shall be deducted from the total cost of plowing services.

Annual Hourly Rates shall be adjusted pursuant to Attachment A 2016 - 2021.

IV. Equipment Repairs

The CONTRACTOR shall ensure that all equipment is inspected by the TOWN annually, prior to the plowing season, and that the equipment meets TOWN standards. The TOWN and its employees shall not be responsible to ensure that the CONTRACTOR's equipment meets inspection standards. The CONTRACTOR shall also be responsible for all maintenance and repairs to its equipment at all times. The TOWN's mechanic may be available to provide "quick-fix" repairs to the CONTRACTOR's equipment as necessary to keep the equipment in operation during a storm event. Quick fix repairs shall be charged at \$40 per hour plus materials and parts and may be conducted only to the extent that the necessary parts and supplies are in stock at the TOWN public works facility at the time the repair is needed. The TOWN shall give preference to repairs of TOWN equipment. Repairs performed on the CONTRACTOR's equipment by employees of the TOWN are not guaranteed and the TOWN shall not be liable for any damage to equipment resulting from an attempt to repair the CONTRACTOR's equipment.

V. Property Damage and Repairs

The TOWN shall be responsible for the repair of general property damage caused by the services provided by the CONTRACTOR during a storm event. Areas of damage will be measured by the TOWN and the CONTRACTOR will be assessed a fee equal to \$2.50 per square yard of damaged area, provided, however, that the TOWN will repair up to 50 square yards per season at no cost to the CONTRACTOR. The TOWN will also assess a fee of \$50 per mailbox in excess of three mailboxes per storm that is required to be repaired or replaced as a result of services provided by the CONTRACTOR. All fees assessed for damage repair in a season shall be deducted from the subsequent season. At the end of this Agreement, monies shall be withheld from the final payment for services as necessary to cover any outstanding repair fees. Excessive damage to property may result in termination of this Agreement due to poor performance.

VI. Insurance

The CONTRACTOR shall furnish proof of adequate insurance coverage of the types and to the limits specified herein .

The CONTRACTOR shall purchase and maintain during the life of this Agreement Workers' Compensation Insurance for all employees employed in the course of performing services under this Agreement. All coverage shall be in accordance with State of Maine laws in effect.

The CONTRACTOR shall maintain during the course of this Agreement automobile liability coverage and public liability insurance for bodily injury (including death) and/or property damage or loss with each such coverage to be of an amount no less than one million dollars (\$1,000,000). Such insurance coverage shall protect the CONTRACTOR and the TOWN, its agents, officers and employees against loss from any and all claims which may arise under this Agreement for bodily injury (including death) and/or property damage or loss.

The CONTRACTOR agrees that it shall defend, indemnify and hold harmless the TOWN, its officers, agents and employees against any and all claims for personal injury (including death), property loss or property damage arising out of performance of this Agreement.

All such insurance policies required herein shall name the TOWN, its agents, officers and employees as additional insured , except that with regard to Worker's Compensation coverage the CONTRACTOR may submit a written waiver of subrogation rights against the TOWN rather than naming the TOWN as an additional insured. The CONTRACTOR shall deliver to the TOWN, at the time of execution of this Agreement, certificates evidencing such insurance coverage which shall state that any such insurance policy is non-cancelable without thirty (30) days prior written notice to the TOWN. Replacement certificates shall be delivered to the TOWN prior to the effective date of cancellation, termination, non-renewal, material modification or expiration of any such insurance policy. If any of the insurance coverage required by this section should be provided by means of a "claims-made" policy rather than an "occurrence" policy, then such policy or policies shall be accompanied by an Extended Reporting Period Endorsement which will extend the reporting period for claims of a time ending at least two (2) years from the date of termination of the contract for claims arising under the Maine Tort Claims Act and the Maine Worker's Compensation Act as each of these acts may be amended from time to time.

VII. Termination of Contract

The TOWN reserves the right to terminate this Agreement without notice on the grounds of poor or non-performance. If the TOWN terminates this Agreement for poor or non-performance, all fees paid to the CONTRACTOR in advance shall be reimbursed to the TOWN minus actual hours of service provided. No additional guarantees shall be paid if this Agreement is terminated for poor or non-performance.

The TOWN reserves the right to terminate this Agreement for any reason, other than poor or non-performance, with thirty (30) days' notice to the CONTRACTOR. If the TOWN elects to terminate the contract for any reason other than poor or non-performance, the TOWN shall pay the balance of the payments guaranteed for each year remaining in the Agreement by November 15th of that year pursuant to the rates **in Attachment A 2016 - 2021.**

The CONTRACTOR may terminate this Agreement without penalty by August 15th of each year during this Agreement; however, the CONTRACTOR will not be entitled to any guaranteed payments for the year in which the termination occurs for services not actually performed.

VIII. Dispute Resolution

Any controversy or claim arising out of or related to this Agreement which cannot be resolved between the parties shall be submitted to the Superior Court for Cumberland County.

IX. Assignment of Contract

No assignment of this Agreement or any right accruing under this Agreement shall be made in whole or in part by the CONTRACTOR without the prior express written consent of the TOWN, which consent shall not be unreasonably withheld. In the event of any assignment, the assignee shall assume the liability of the CONTRACTOR.

X. Subcontractors

The CONTRACTOR shall not subcontract any part of this Agreement without the prior written permission of the TOWN. The CONTRACTOR agrees that it is fully responsible to the TOWN for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it,

and shall hold subcontractors to the same terms and conditions as the CONTRACTOR is held under this Agreement.

XI. Term

This Agreement shall be in effect from the date of the award of the bid to the CONTRACTOR and shall expire on June 30, 2021.

XII. Entire Agreement

This Agreement represents and contains the entire agreement between the parties. Prior discussions or verbal representatives by the parties that are not contained in this Agreement are not a part of this Agreement.

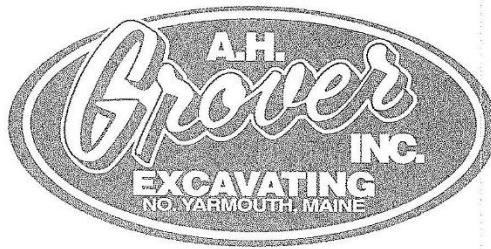
Date: December 1, 2016

Date: December 1, 2016



William R. Shane, Town Manager
Town of Cumberland

Ben Grover, President
AH Grover, INC.



P.O. Box 307 • Cumberland Ctr., Maine 04021
TEL. 829-3373 • FAX 829-5502

September 16, 2016

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

Re: Hourly Plow Truck Quote for 2016 through 2021 Winter Plowing/Sanding

Dear Bill,

A.H. Grover, Inc. owns a 2008 International Plow Truck with a high speed front reversible blade, wing and sander body. This truck is set up very similar to the Town of Cumberland Trucks. I would not require a minimum per year but would ask that it be used on a regular basis. There would be a two percent increase each year to try and cover our operators overhead cost such as wage increases, health insurance and fuel increases. Below is a cost per calendar year for this truck with operator. The truck can be inspected at our shop at 82 Doughty Road in North Yarmouth. If you need any further information, please contact me directly.

| | |
|-----------|-------------------|
| 2016/2017 | \$200.00 per hour |
| 2017/2018 | \$204.00 per hour |
| 2018/2019 | \$208.00 per hour |
| 2019/2020 | \$212.00 per hour |
| 2020/2021 | \$216.00 per hour |

Sincerely,

Benjamin C. Grover
Vice President
A.H. Grover, Inc.

Attachment A- 2016 -2021

BUDGET REPORT

Revenues

10/22/2020
10:45:54

TOWN OF CUMBERLAND
HISTORICAL ACTUALS COMPARISON REPORT

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FOR PERIOD 04 OF 2021

| ACCOUNTS FOR: | PRIOR YR3 | PRIOR YR2 | LAST YR | CURRENT YR | CY REV |
|--|-------------|-------------|-------------|-------------|---------------|
| 001 General Fund | ACTUALS | ACTUALS | ACTUALS | ACTUALS | BUDGET |
| <hr/> | | | | | |
| 0011 Other Tax Revenues | | | | | |
| <hr/> | | | | | |
| 0011 0303 Motor Vehicle Excise Tax | -761,768.41 | -802,144.35 | -863,264.54 | -890,051.34 | -1,735,000.00 |
| 0011 0304 Boat Excise Tax | -2,840.74 | -2,360.00 | -2,451.90 | -3,714.00 | -14,000.00 |
| 0011 0328 Outer Islands Property Tax | -21,887.03 | -22,020.50 | -23,513.74 | .00 | -46,000.00 |
| 0011 0329 Payment in Lieu of Taxes | -15,344.00 | -15,959.00 | -16,061.48 | -18,903.00 | -33,000.00 |
| TOTAL Other Tax Revenues | -801,840.18 | -842,483.85 | -905,291.66 | -912,668.34 | -1,828,000.00 |
| 0012 License & Permit Revenues | | | | | |
| <hr/> | | | | | |
| 0012 0311 Hunting/Fishing Lic Agent Fees | -94.50 | -143.50 | -87.25 | -72.25 | -541.00 |
| 0012 0312 Marriage Lic & Vital Records | -1,123.00 | -1,468.40 | -1,379.40 | -1,424.60 | -2,436.00 |
| 0012 0313 Birth Certificates | -637.80 | -647.20 | -491.00 | -494.60 | -1,361.00 |
| 0012 0314 Death Certificates | -673.20 | -817.80 | -730.80 | -270.20 | -1,713.00 |
| 0012 0315 Clerk Licenses | -820.00 | -2,135.00 | -970.00 | -785.00 | -4,608.00 |
| 0012 0316 Shellfish Licenses | -36.06 | -35.70 | -14.28 | -80.92 | .00 |
| 0012 0317 Conservation Fees | -13.94 | -14.30 | -5.72 | -29.08 | .00 |
| 0012 0334 Snowmobile Reg. Agent Fees | -4.00 | -12.00 | -9.00 | -8.00 | .00 |
| 0012 0361 Motor Vehicle Reg. Agent Fees | -7,884.00 | -8,100.00 | -10,041.00 | -12,379.00 | -21,406.00 |
| 0012 0362 Boat Reg. Agent Fees | -115.00 | -135.00 | -158.00 | -491.00 | -1,098.00 |
| 0012 0366 Building Permits | -27,109.47 | -28,791.90 | -28,873.56 | -37,264.38 | -75,000.00 |
| 0012 0367 Electrical Permits | -12,478.55 | -6,777.90 | -8,123.55 | -10,296.26 | -21,634.00 |
| 0012 0368 Plumbing Permits | -10,007.50 | -4,597.50 | -5,367.50 | -7,615.00 | -18,789.00 |
| 0012 0369 Other Permits | -247.00 | -558.00 | -275.00 | -192.00 | -1,751.00 |
| 0012 0383 ATV Reg. Agent Fees | -34.00 | -59.00 | -50.00 | -48.00 | -37.00 |
| 0012 0390 Misc. Revenue | .00 | .00 | .00 | -100.00 | .00 |
| 0012 0398 Application Fee | -600.00 | -450.00 | -200.00 | -300.00 | -1,300.00 |
| 0012 0401 Dog Reg. Clerk Fees | -221.00 | -308.00 | -132.00 | -45.00 | -2,800.00 |
| 0012 0404 Commercial Haulers License | .00 | .00 | .00 | -100.00 | -500.00 |
| TOTAL License & Permit Revenue | -62,099.02 | -55,051.20 | -56,908.06 | -71,995.29 | -154,974.00 |
| 0013 Intergovernmental Revenues | | | | | |
| <hr/> | | | | | |
| 0013 0331 State Revenue Sharing | -156,238.73 | -161,465.11 | -259,982.65 | -327,531.10 | -500,000.00 |
| 0013 0335 DOT Block Grant | .00 | .00 | .00 | .00 | -71,480.00 |
| 0013 0341 North Yarmouth Recreation Shar | -8,344.00 | -4,730.00 | .00 | -4,546.00 | -18,184.00 |

10/22/2020
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TOWN OF CUMBERLAND
HISTORICAL ACTUALS COMPARISON REPORT

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FOR PERIOD 04 OF 2021

| ACCOUNTS FOR: | PRIOR YR3 | PRIOR YR2 | LAST YR | CURRENT YR | CY REV |
|--|-------------|-------------|-------------|-------------|-------------|
| 001 General Fund | ACTUALS | ACTUALS | ACTUALS | ACTUALS | BUDGET |
| <hr/> | | | | | |
| 0013 0342 North Yarmouth Library Share | -38,856.00 | -40,018.00 | .00 | -45,848.25 | -183,393.00 |
| 0013 0347 North Yarmouth Channel 2 | -737.00 | .00 | .00 | .00 | .00 |
| 0013 0348 ACO Sharing Payments | .00 | .00 | -7,725.00 | .00 | .00 |
| TOTAL Intergovernmental Revenue | -204,175.73 | -206,213.11 | -267,707.65 | -377,925.35 | -773,057.00 |
| 0015 Other Revenues | | | | | |
| <hr/> | | | | | |
| 0015 0305 Interest & Penalties | -2,985.78 | -5,322.18 | -5,467.33 | -4,276.75 | -30,000.00 |
| 0015 0306 Over/Short | 590.44 | 6,465.27 | 3.81 | 455.18 | -100.00 |
| 0015 0364 Growth Permits | -1,400.00 | -1,100.00 | -1,300.00 | -1,600.00 | -2,000.00 |
| 0015 0365 Board of Appeals | -200.00 | -100.00 | -200.00 | .00 | .00 |
| 0015 0390 Misc. Revenue | -33,757.60 | -593.80 | -656.41 | -89.00 | -25,000.00 |
| 0015 0399 Staff Review Fee | -4,800.00 | -2,900.00 | -1,350.00 | -2,700.00 | -14,117.00 |
| 0015 0403 Mooring Fees | -1,100.00 | -150.02 | -1,280.00 | -64.00 | -1,500.00 |
| 0015 0410 Private Ways | -200.00 | -400.00 | .00 | .00 | -400.00 |
| 0015 0508 Impact Fees | -27,808.20 | -28,723.80 | -31,315.20 | -38,476.20 | -60,000.00 |
| TOTAL Other Revenues | -71,661.14 | -32,824.53 | -41,565.13 | -46,750.77 | -133,117.00 |
| 0021 Police Related Revenues | | | | | |
| <hr/> | | | | | |
| 0021 0337 State Grant revenue | .00 | .00 | .00 | -951.30 | .00 |
| 0021 0351 Police Issued Permits | -497.00 | -1,070.00 | -549.00 | -345.00 | -2,000.00 |
| 0021 0353 Police Insurance Reports | -200.00 | -130.00 | -190.00 | -120.00 | -500.00 |
| 0021 0390 Miscellaneous Police Revenue | -206.05 | -24.00 | -150.00 | -27.00 | -648.00 |
| 0021 0427 Parking Tickets | -200.00 | .00 | -300.00 | -150.00 | -100.00 |
| 0021 0431 Outside Detail | 121.02 | 737.52 | .00 | .00 | .00 |
| 0021 0536 Dog Licenses ACO Revenue | -695.00 | -657.00 | -402.00 | -201.00 | -1,800.00 |
| 0021 0540 MSAD #51 SRO Reimbursement | .00 | -24,500.00 | .00 | .00 | .00 |
| 0021 0546 Court Reimbursements | -50.00 | 46.00 | -3,296.28 | -39.02 | -2,200.00 |
| TOTAL Police Related Revenues | -1,727.03 | -25,597.48 | -4,887.28 | -1,833.32 | -7,248.00 |
| 0022 Fire Related Revenues | | | | | |
| <hr/> | | | | | |
| 0022 0390 Misc. Revenue | -300.00 | .00 | .00 | .00 | .00 |
| 0022 0431 Outside Details | -310.25 | .00 | .00 | .00 | .00 |

10/22/2020
10:45:54

TOWN OF CUMBERLAND
HISTORICAL ACTUALS COMPARISON REPORT

PAGE 3
glactrpt

FOR PERIOD 04 OF 2021

| ACCOUNTS FOR: | PRIOR YR3 | PRIOR YR2 | LAST YR | CURRENT YR | CY REV |
|------------------------------------|-------------|-------------|-------------|-------------|-------------|
| 001 General Fund | ACTUALS | ACTUALS | ACTUALS | ACTUALS | BUDGET |
| 0022 0504 Rescue Billing | -45,553.85 | -57,180.06 | -28,812.56 | -15,424.44 | -160,000.00 |
| 0022 0505 Non Emergency Transports | -6,377.67 | .00 | .00 | .00 | .00 |
| 0022 0617 Donations Received | .00 | .00 | .00 | -500.00 | .00 |
| TOTAL Fire Related Revenues | -52,541.77 | -57,180.06 | -28,812.56 | -15,924.44 | -160,000.00 |
| 0031 Public Services Revenues | | | | | |
| 0031 0390 Misc. Revenue | -117.00 | -3,109.00 | -3,834.00 | -246.00 | -20,500.00 |
| 0031 0391 Field Usage Fees | -1,440.00 | -360.00 | -2,806.80 | .00 | -5,000.00 |
| 0031 0431 Outside Details | 720.00 | .00 | .00 | .00 | .00 |
| 0031 0517 Bags/Universal Waste | -111,432.50 | -109,382.50 | -46,315.00 | 1,297.50 | -295,015.00 |
| 0031 0539 Brush Passes | -1,276.00 | -1,428.00 | -1,356.00 | -5,545.00 | -8,277.00 |
| 0031 0617 Twin Brooks Donations | -18.00 | .00 | .00 | .00 | -92.00 |
| TOTAL Public Services Revenues | -113,563.50 | -114,279.50 | -54,311.80 | -4,493.50 | -328,884.00 |
| 0035 VH Other Revenues | | | | | |
| 0035 0329 Payment in Lieu of Taxes | .00 | .00 | -4,000.00 | .00 | -6,000.00 |
| 0035 0378 Soda Sales | -1,597.50 | -2,016.60 | -1,583.40 | -1,961.40 | -2,500.00 |
| 0035 0560 Rental Income | -2,790.51 | -8,948.23 | -6,750.00 | -6,750.00 | -14,000.00 |
| 0035 0565 Cell Tower Land Lease | -7,200.00 | -9,000.00 | -7,200.00 | -7,200.00 | -21,600.00 |
| TOTAL VH Other Revenues | -11,588.01 | -19,964.83 | -19,533.40 | -15,911.40 | -44,100.00 |
| 0037 VH Golf Revenues | | | | | |
| 0037 0306 Over/Short | 2.78 | -6.89 | 505.59 | -2.04 | .00 |
| 0037 0357 Golf Memberships | -92,057.00 | -115,856.40 | -93,968.60 | -98,594.05 | -230,000.00 |
| 0037 0358 Greens Fees | -77,062.20 | -87,668.14 | -69,966.14 | -106,041.11 | -120,000.00 |
| 0037 0359 Golf Cart Rentals | -56,718.09 | -47,232.18 | -43,367.45 | -59,710.49 | -82,000.00 |
| 0037 0416 Practice Range | -6,256.50 | -4,911.75 | -758.25 | -5,528.97 | -7,000.00 |
| 0037 0417 VH Program Revenues | -27,491.52 | -46,365.70 | -42,284.00 | -49,551.63 | -64,715.00 |
| 0037 0419 Advertising Sales | -800.00 | -5,600.00 | .00 | .00 | -23,500.00 |
| 0037 0522 Outing Golf | -36,180.00 | -41,978.43 | -61,791.00 | -35,063.00 | -46,430.00 |
| 0037 0617 Donations Received | -745.00 | .00 | .00 | .00 | .00 |
| TOTAL VH Golf Revenues | -297,307.53 | -349,619.49 | -311,629.85 | -354,491.29 | -573,645.00 |

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TOWN OF CUMBERLAND
HISTORICAL ACTUALS COMPARISON REPORT

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FOR PERIOD 04 OF 2021

| ACCOUNTS FOR: 001 General Fund | PRIOR YR3 ACTUALS | PRIOR YR2 ACTUALS | LAST YR ACTUALS | CURRENT YR ACTUALS | CY REV BUDGET |
|--|----------------------|----------------------|--------------------|-----------------------|------------------|
| <hr/> | | | | | |
| 0041 Recreation Related Revenues | | | | | |
| 0041 0440 41100 After School Programs | -78,429.50 | -77,655.27 | -93,228.00 | -94,067.50 | -270,000.00 |
| 0041 0441 41110 Youth Enrichment Programs | -37,077.60 | -44,611.60 | -53,267.00 | -11,359.50 | -175,000.00 |
| 0041 0442 41120 Youth Sports Programs | -33,769.50 | -41,258.75 | -41,030.00 | -3,911.00 | -115,000.00 |
| 0041 0443 41130 Skiing Programs | -20,315.00 | -41,949.00 | -50,374.00 | -295.00 | -45,020.00 |
| 0041 0444 41140 Day Camps | -33,700.18 | -29,100.65 | -29,548.93 | -67,166.50 | -175,000.00 |
| 0041 0445 41150 Swimming Programs | -6,736.00 | -8,762.29 | -8,345.00 | .00 | -22,500.00 |
| 0041 0446 41160 Adult Enrichment Revenue | -10,810.04 | -9,416.17 | -9,650.29 | -435.00 | -30,000.00 |
| 0041 0447 41170 Adult Fitness Revenue | -21,785.34 | -23,893.13 | -22,240.70 | -6,875.00 | -60,000.00 |
| 0041 0448 41190 Special Events/Trips Reven | -1,169.00 | -665.00 | -629.00 | .00 | .00 |
| 0041 0449 41190 Recreation Programs | -1,890.00 | -400.00 | -3,805.00 | .00 | .00 |
| 0041 0570 41190 Rec Soccer Revenue | -16,120.00 | -18,175.00 | -20,190.00 | -9,123.00 | -23,000.00 |
| 0041 0571 41190 Rec Ultimate Frisbee Reven | .00 | .00 | .00 | .00 | -14,000.00 |
| 0041 0606 41190 CPR/First Aid Revenues | -50.00 | -550.00 | -490.00 | -165.00 | -250.00 |
| TOTAL Recreation Related Reven | -261,852.16 | -296,436.86 | -332,797.92 | -193,397.50 | -929,770.00 |
| 0045 Library Related Revenues | | | | | |
| 0045 0392 Library Fines | -1,083.71 | -999.15 | -1,971.04 | -314.85 | -3,500.00 |
| 0045 0394 Misc. Library Revenue | -368.50 | -435.80 | -518.60 | -160.30 | -1,000.00 |
| TOTAL Library Related Revenues | -1,452.21 | -1,434.95 | -2,489.64 | -475.15 | -4,500.00 |
| 0211 Police- Salaries & Bens | | | | | |
| 0211 0431 Outside Details | .00 | -552.84 | -15,902.52 | -1,229.40 | -21,998.00 |
| TOTAL Police- Salaries & Bens | .00 | -552.84 | -15,902.52 | -1,229.40 | -21,998.00 |
| 0221 Fire- Salaries & Benefits | | | | | |
| 0221 0431 Outside Details | .00 | 338.00 | -14,303.60 | .00 | -18,000.00 |
| TOTAL Fire- Salaries & Benefits | .00 | 338.00 | -14,303.60 | .00 | -18,000.00 |
| TOTAL General Fund | -1,879,808.28 | -2,001,300.70 | -2,056,141.07 | -1,997,095.75 | -4,977,293.00 |
| TOTAL REVENUES | -1,879,808.28 | -2,001,300.70 | -2,056,141.07 | -1,997,095.75 | -4,977,293.00 |
| GRAND TOTAL | -1,879,808.28 | -2,001,300.70 | -2,056,141.07 | -1,997,095.75 | -4,977,293.00 |

Expenses

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TOWN OF CUMBERLAND HISTORICAL ACTUALS COMPARISON REPORT

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FOR PERIOD 04 OF 2021

| ACCOUNTS FOR: 001 General Fund | PRIOR YR3 ACTUALS | PRIOR YR2 ACTUALS | LAST YR ACTUALS | CURRENT YR ACTUALS | CY REV BUDGET |
|-----------------------------------|----------------------|----------------------|--------------------|-----------------------|------------------|
| 130 Administration | 224,212.36 | 228,326.53 | 229,921.10 | 189,350.96 | 616,244.00 |
| 140 Assessor | 22,710.59 | 38,874.42 | 35,068.65 | 34,522.54 | 112,471.00 |
| 150 Town Clerk | 61,606.13 | 81,387.12 | 101,581.08 | 88,780.46 | 275,187.00 |
| 160 Technology | 100,925.29 | 92,061.91 | 101,405.06 | 134,991.20 | 212,517.00 |
| 165 Elections | 118.42 | 1,858.61 | 25.50 | 7,548.23 | 14,241.00 |
| 170 Planning | 20,471.14 | 21,141.87 | 21,318.04 | 17,202.73 | 73,137.00 |
| 190 Legal | 22,224.85 | 13,265.40 | 14,292.89 | 12,826.50 | 47,500.00 |
| 210 Police | 384,099.41 | 452,586.66 | 496,800.75 | 431,988.68 | 1,494,752.00 |
| 220 Fire | 280,279.77 | 315,470.91 | 337,695.28 | 272,962.23 | 1,088,962.00 |
| 240 Code Enforcement | 44,990.01 | 46,265.56 | 49,536.90 | 45,233.43 | 143,113.00 |
| 250 Harbor Master | 2,116.09 | 2,647.39 | 9,099.61 | 3,412.00 | 25,226.00 |
| 260 Animal Control | 14,439.54 | 14,647.52 | 27,001.19 | 27,516.14 | 35,412.00 |
| 310 Public Works | 254,446.89 | 298,243.55 | 290,837.30 | 288,858.95 | 1,269,713.00 |
| 320 Waste Disposal | 125,416.78 | 157,254.91 | 172,415.34 | 142,413.78 | 592,696.00 |
| 350 Valhalla-Club | 16,560.89 | 17,503.66 | 9,385.77 | 7,064.12 | 27,231.00 |
| 360 Valhalla-Course | 219,770.77 | 251,113.95 | 226,278.94 | 252,740.96 | 515,427.00 |
| 370 Valhalla-Pro Shop | 138,392.22 | 177,984.78 | 137,462.04 | 107,720.56 | 238,467.00 |
| 410 Recreation | 369,563.64 | 417,179.87 | 469,198.89 | 268,201.38 | 914,018.00 |
| 420 Aging in Place | .00 | 5,080.79 | 55,916.47 | 3,674.44 | 85,105.00 |
| 430 Parks | 138,019.37 | 151,972.96 | 138,404.38 | 113,232.25 | 318,355.00 |
| 440 West Cumberland Rec | 763.65 | 750.48 | 1,361.69 | 290.63 | 8,204.00 |
| 450 Library | 127,766.79 | 162,953.44 | 176,502.72 | 145,326.21 | 516,000.00 |
| 470 Historical Society Building | 663.93 | 2,591.77 | 1,130.04 | 168.00 | 8,964.00 |
| 580 General Assistance | 20,116.44 | 9,838.35 | 16,213.91 | 14,756.52 | 35,000.00 |
| 590 Health Services | 11,192.40 | 11,341.45 | 15,341.45 | .00 | 3,875.00 |
| 620 Cemetery Association | 26,700.00 | 28,450.00 | 26,700.00 | 26,700.00 | 26,700.00 |
| 630 Conservation | 2,176.04 | 4,122.45 | 1,293.27 | 3,595.99 | 13,000.00 |
| 650 Debt Service | 692,833.99 | 528,987.24 | 361,209.26 | 300,580.47 | 1,157,320.00 |
| 750 Insurance | 157,855.26 | 213,839.23 | 198,831.56 | 240,065.95 | 277,823.00 |
| 800 Fire Hydrants | 25,252.32 | 25,806.17 | 27,330.68 | 20,780.96 | 81,686.00 |
| 810 Street Lighting | 13,770.49 | 9,775.31 | 10,381.06 | 4,891.65 | 45,000.00 |
| 830 Contingent | .00 | -247.20 | 2,500.00 | 15,965.08 | 100,000.00 |
| 840 Municipal Building | 21,964.63 | 32,396.49 | 26,365.52 | 22,309.72 | 105,160.00 |
| 850 Abatements | 19,800.27 | 2,633.89 | 20,965.43 | 1,469.28 | 1.00 |
| TOTAL General Fund | 3,561,220.37 | 3,818,107.44 | 3,809,771.77 | 3,247,142.00 | 10,478,507.00 |
| TOTAL EXPENSES | 3,561,220.37 | 3,818,107.44 | 3,809,771.77 | 3,247,142.00 | 10,478,507.00 |
| GRAND TOTAL | 3,561,220.37 | 3,818,107.44 | 3,809,771.77 | 3,247,142.00 | 10,478,507.00 |